BE IT REMEMBERED that the Board of Supervisors of Clay County, Mississippi, met at the Courthouse in West Point, MS, on the 22nd day of June, 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 Eddie Scott, Sheriff of Clay County, when and where the following proceedings were as determined to wit,

#### NO \_\_\_\_\_

#### IN THE MATTER OF ADOPTING AND AMENDING THE AGENDA FOR THE BOARD OF SUPERVISORS MEETING HELD ON JUNE 22, 2017

There came on this day for consideration the matter of adopting the agenda for the Board of Supervisors meeting held on June 22, 2017

It appears to this Board the following items need to be considered and discussed further, to wit,

- Tyler Ackers regarding Colonial Life Insurance
- Executive Sessions regarding potential litigation
- Shelton Deanes regarding TRVWMD the clean out of Hog Pen Creek

After motion by Joe Chandler and second by Lynn Horton 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 22nd day of June, 2017

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President

#### Clay County Board of Supervisors Agenda for Meeting Held Thursday, June 22, 2017 at 9 00 a m

Call to Order Welcome and Prayer Adopt and Amend the Agenda Joey Deason, GTR LINK • EMCC Communiversity Project Resolutions Dr Raspberryo Community Development Educational and Training Tax Exempt Status Approval Amended Homestead E-Pauge/Lamkin Amended Homestead Exemption Application Request to delete TX082 (Typewriter) from the Fixed Asset Ledger Authorize and Approve the Certification Reversing the one of the Homestead Exemption Disallowance Objections submitted to MS Dept of Revenue for year 2016 Authorize and approve the Constables net monthly gross income fee for the month of June 2017 Authorize and approve travel for Deputy Chancery Clerks Vicki Ray and Nikki Cude to travel to attend MS Domestic Violence Protection Order Registry Training Classes as hosted by the MS Attorney General's Office Open Bids for the sale of \$60,000 General Obligation Notes for District Four to construct a Community Center in Una Shaffer Family o Regarding Petition and the status of the Siloam/Una Bridge Request to go into Executive Session as allowed under Section 25-41-7 of the Mississippi Code to discuss potential litigation matter

• Recess until Wednesday, July 5, 2017 at 9 00 a m

#### Amendments

### AMÊNDED AND RESTATED INTERLOCAL COOPERATION AGREEMENT AMONG EAST MISSISSIPPI COMMUNITY COLLEGE, CLAY COUNTY, MISSISSIPPI, LOWNDES COUNTY, MISSISSIPPI AND OKTIBBEHA COUNTY, MISSISSIPPI

This Amended and Restated Interlocal Cooperation Agreement (this "<u>Agreement</u>") dated effective as of the 22nd day of June, 2017, is entered into by and among East Mississippi Community College, acting by and through its Board of Trustees ("<u>EMCC</u>"), Clay County, Mississippi, acting by and through its Board of Supervisors ("<u>Clay</u>"), Lowndes County, Mississippi, acting by and through its Board of Supervisors ("<u>Lowndes</u>") and Oktibbeha County, Mississippi, acting by and through its Board of Supervisors ("<u>Lowndes</u>") and Oktibbeha County, Mississippi, acting by and through its Board of Supervisors ("<u>Oktibbeha</u>," and together with Clay and Lowndes, each a "<u>County</u>" and collectively, the "<u>Counties</u>" and the Counties, together with EMCC, shall each be referred to herein as a "<u>Party</u>" and collectively as the "<u>Parties</u>")

#### RECITALS

WHEREAS, during the past several years, the tri-county area commonly known as Mississippi's Golden Triangle area (the "<u>Golden Triangle</u>"), which area includes the Counties, has attracted several new businesses, including several large manufacturers, to locate in the Golden Triangle, and induced several existing businesses to expand their operations resulting in the creation of new jobs, additional tax revenues and other economic benefits in the counties and municipalities comprising such Golden Triangle,

WHEREAS, the location of new businesses and the expansion of existing businesses in the Golden Triangle have created a need for a workforce trained to work in a technology-driven manufacturing environment,

WHEREAS, the Golden Triangle Campus of EMCC at Mayhew has committed to construct a new state-of-the-art facility within the Golden Triangle to be known as the Golden Triangle Center for Manufacturing Technology Excellence 2.0 and/or the Communiversity (the "<u>Project</u>"), the cost of construction of which is estimated to be approximately \$42.6 million,

WHEREAS, one of the primary purposes of the Project will be to train EMCC students for employment in a technology-driven manufacturing environment,

WHEREAS, in order to finance a portion of the construction of the Project, EMCC may issue bonds in an amount sufficient to net Thirteen Million Five Hundred Thousand and 00/100Dollars (\$13,500,000 00) to pay for a portion of the costs to construct the Project (*i e*, such bond will be in an amount sufficient to provide \$13,500,000 00 directly to the construction of the Project, to pay costs of issuance, to fund any interest reserves and to pay any similar costs and/or fund any additional accounts that the bond purchaser may require) (the "<u>Project Bonds</u>") Sections

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31-25-27 and 37-29-103 of the Mississippi Code of 1972, as amended (the <u>Code</u>"), such Project Bonds to mature twenty (20) years after the issue date (the "<u>Project Bond Term</u>"),

WHEREAS, the Counties' desire to assist EMCC with the payment of interest payable each interest period, plus scheduled annual or semi-annual principal amortization payments (but excluding any prepayment thereof) on the Project Bonds (collectively, the "<u>Debt Service</u>"),

WHEREAS, in July, 2014, the Parties executed an interlocal agreement which set forth the terms by which the Counties agreed to assist EMCC with the payment of Debt Service on the Project Bonds (the "<u>Original Interlocal Agreement</u>"),

WHEREAS, as of the date of this Agreement, the Project Bonds have not yet been issued by EMCC,

WHEREAS, since the execution of the Original Interlocal Agreement and prior to the issuance of the Project Bonds, the Parties determined that annual ad valorem tax millage calculation for each County set forth in the Original Interlocal Agreement, which amounts were expressed as fixed, annual sums, will not correctly yield the annual proceeds desired by the Parties to be contributed by each County to pay the associated annual Debt Service on the Project Bonds

WHEREAS, the Parties therefore desire to amend and restate the Original Interlocal Agreement to supercede the Original Interlocal Agreement and any other prior written or oral agreements among the Parties, if any, regarding the Project Bonds, and to set forth the amended terms by which the Counties will assist EMCC with the payment of Debt Service on the Project Bonds

NOW, THEREFORE, for and in consideration of the mutual covenants, promises and agreements contained herein, and other good and valuable consideration, the Parties agree as follows

1 <u>Tax Mullage Increases</u> Each County hereby agrees to approve ad valorem tax millage increases, as necessary, on property within such County for the benefit of EMCC pursuant to Section 37-29-141 of the Code in an amount sufficient to generate incremental ad valorem tax revenues in an amount equal to no less than the following pro rata portions of the annual Debt Service for the Project Bonds for each year of the Project Bond Term (the "<u>Required Millage</u>"), such amounts to be used by EMCC solely for the purpose of paying debt service on the Project Bonds

Clay- 7 4075% of the annual Debt Service on the Project Bonds,

Lowndes- 74 0740% of the annual Debt Service on the Project Bonds, and

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#### Oktibbeha- 18 5185% of the annual Debt Service on the Project Bonds

Request to Remove Millage The Parties acknowledge that an initial tax millage 2 increase for the benefit of EMCC to fund a portion of the annual Debt Service payments due on the Project Bonds will be necessary during the first year of this Agreement in each County to satisfy such County's Required Millage obligations described in Section 1 hereof, but for each year thereafter, as property values likely increase and interest payments on the Project Bonds likely decrease, each County shall have the right to reduce such County's Required Millage to the extent such reduced Required Millage still results in the annual incremental ad valorem tax revenue required by Section 1 hereof EMCC hereby acknowledges and agrees that, during any year of the Project Bond Term, each County may adjust the Required Millage within such County, including decreases to the then current Required Millage, provided, however, that any such adjustments shall continue to satisfy such County's annual incremental ad valorem tax revenue requirements set forth in Section 1 hereof In consideration of the foregoing and by executing this Agreement, EMCC is hereby deemed to request and consent to such subsequent adjustments to the Required Millage, including decreases to the then current Required Millage to the extent that such reduction continues to satisfy the annual incremental ad valorem tax revenue requirements set forth in Section 1 hereof, in accordance with Section 37-29-141 of the Code, and EMCC further agrees to, at the request of any County, make such subsequent request in writing to adjust the Required Millage directly to said County Within thirty (30) days following the final payment by EMCC of all Debt Service due on the Porject Bonds, EMCC shall submit a request to the respective Board of Supervisors for each County to reduce the tax millage set aside for the benefit of EMCC by amounts equal to the then current Required Millage in each County in accordance with Section 37-29-141 of the Code

3 <u>Duration</u> This Agreement shall remain in full force and effect until EMCC has satisfied its obligations under Section 2 of this Agreement, at which time it will automatically terminate, unless earlier terminated by written agreement of the Parties

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4 <u>No Future Funding Required</u> EMCC hereby represents and warrants that EMCC has or will have sufficient funds to construct the Project and to operate the Project at all times after its completion without the need for any additional funding from the Counties in connection with the Project except for those funds as provided for in Section 1 hereof

5 <u>Future Legislation</u> The Parties understand and agree that, while the Parties have the authority to enter into an agreement such as this Agreement, any such agreement may be subject to the general laws of the State of Mississippi which permit a subsequent board of the Party (evidenced by a change in the identity of more than half of the board members in office on the date hereof) to void such an agreement Consequently, the Parties hereto further understand and agree that one or more local and private bills or general law bills may be submitted to the Mississippi Legislature for consideration thereby, which bill or bills shall be intended to authorize

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the entering into by the Parties of this Agreement for no less than the full term hereof, and the boards of the Parties, by authorizing the execution and delivery of this Agreement by the Parties, hereby agree to ratify this Agreement following the enactment of any such bill by the Mississippi Legislature to the extent authorized by applicable law

6 <u>Amendment</u>. The parties hereto may amend, modify or supplement this Agreement in such manner as may be agreed upon, but only by an instrument in writing executed by all of the Parties

7 <u>Headings and Construction</u>. Section and subsection headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect. Wherever required by the context of the Agreement, the masculine, feminine and neuter gender shall each include the other. The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms. The words "hereof," "herein," "hereto" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section references are to the specific provisions of this Agreement unless otherwise specified. The words "include," "includes" and "including," and words of similar import, shall not be limiting and shall be deemed to be followed by the phrase "without limitation." Unless the context clearly requires otherwise, when used herein the term "or" shall not be exclusive and shall be deemed to mean "and/or"

8 <u>Successors and Assigns</u>. This Agreement shall be binding upon the Parties and their respective successors, assigns, executors, administrators and others in privity

9 <u>Counterparts</u>. This Agreement and any amendments, waivers, or supplements may be executed in any number of counterparts and by different Parties in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts 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

10 <u>Additional Documents</u>. The Parties agree to execute and deliver such additional documents and instruments that are reasonably necessary or appropriate to enforce, effectuate, further the purposes of this Agreement or otherwise carry out its terms

11 <u>Entire Agreement</u> This Agreement supercedes all previous contracts and constitutes the entire Agreement between the Parties respecting the subject matter, and no oral statements or prior written material not specifically incorporated in this Agreement shall be of any force and effect

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12 <u>Authority and Consents</u> Each Party represents and warrants to the other Parties that it has the right, power, legal capacity and authority to enter into this Agreement, and to perform its obligations under this Agreement, and no approvals or consents of any persons not a party hereto are necessary in connection therewith. The execution and delivery of this Agreement has been duly authorized by all necessary corporate or governing body action, as applicable, on behalf of each party. This Agreement has been duly and validly executed and delivered by each party hereto to the other, and constitutes the legal, valid and binding agreement of each party and is enforceable in accordance with its terms

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IN WITNESS WHEREOF, the undersigned have each caused this Amended and Restated Interlocal Agreement to be executed with full authority so to do

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#### EAST MISSISSIPPI COMMUNITY COLLEGE

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Print Name Dr Thomas Huebner Title President

[East Mississippi Community College Signature Page to Interlocal Agreement between East Mississippi Community College, Lowndes County, Oktibbeha County and Clay County regarding the CMTE 2.0 (aka the Communiversity)]

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#### LOWNDES COUNTY, MISSISSIPPI

Title President, Board of Supervisors

Print Name Harry Sanders

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Print Name Lisa Neese Title Clerk, Board of Supervisors

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[Lowndes County Signature Page to Interlocal Agreement between East Mississippi Community College, Lowndes County, Oktibbeha County and Clay County regarding the CMTE 2.0 (aka the Communiversity)]

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### OKTIBBEHA COUNTY, MISSISSIPPI

By \_\_\_\_\_\_ Print Name Orlando Trainer

Title President, Board of Supervisors

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Print Name Sharon Livingston Title Clerk, Board of Supervisors

SEAL

[Oktibbeha County Signature Page to Interlocal Agreement between East Mississippi Community College, Lowndes County, Oktibbeha County and Clay County regarding the CMTE 2 0 (aka the Communiversity)]

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CLAY COUNTY, MISSISSIPPI

By

Print Name Shelton Deanes Title President, Board of Supervisors

[Clay County Signature Page to Interlocal Agreement between East Mississippi Community College, Lowndes County, Oktibbeha County and Clay County regarding the CMTE 20 (aka the Communiversity)]

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#### RESOLUTION OF THE BOARD OF SUPERVISORS OF CLAY COUNTY, MISSISSIPPI, AUTHORIZING A MILLAGE INCREASE FOR THE BENEFIT OF EAST MISSISSIPPI COMMUNITY COLLEGE AND THE EXECUTION OF AN AMENDED AND RESTATED INTERLOCAL AGREEMENT

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

1 WHEREAS, during the past several years, the tri-county area commonly known as Mississippi's Golden Triangle area (the "<u>Golden Triangle</u>"), which area includes the County, has attracted several new businesses, including several large manufacturers, to locate in the Golden Triangle, and induced several existing businesses to expand their operations resulting in the creation of new jobs, additional tax revenues and other economic benefits in the counties and municipalities comprising such Golden Triangle

2 WHEREAS, the location of new businesses and the expansion of existing businesses in the Golden Triangle have created a need for a workforce trained to work in a technology-driven manufacturing environment

3 WHEREAS, the Golden Triangle campus of East Mississippi Community College at Mayhew ("<u>EMCC</u>") has committed to construct a new state-of-the-art facility within the Golden Triangle to be known as the Golden Triangle Center for Manufacturing Technology Excellence 2.0 and/or the Communiversity (the "<u>Project</u>"), the cost of construction of which is estimated to be approximately \$42.6 million

4 WHEREAS, one of the primary purposes of the Project will be to train EMCC students for employment in a technology-driven manufacturing environment,

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5 WHEREAS, in order to finance a portion of the construction of the Project, EMCC may issue bonds in an amount sufficient to net Thirteen Million Five Hundred Thousand and 00/100 Dollars (\$13,500,000 00) to pay for a portion of the costs to construct the Project (*i.e.*, such bond will be in an amount sufficient to provide \$13,500,000 00 directly to the construction of the Project, to pay costs of issuance, to fund any interest reserves and to pay any similar costs and/or fund any additional accounts that the bond purchaser may require) (the "<u>Project Bonds</u>") Sections 31-25-27 and/or 37-29-103 of the Mississippi Code of 1972, as amended (the "<u>Code</u>"), such Project Bonds to mature twenty (20) years after the issue date (the "Project Bond Term"),

6 WHEREAS, in order to ensure the support and cooperation of the various local governments within the Golden Triangle, the Board adopted a resolution on July 10, 2014, approving, among other things, an interlocal agreement between the County, Lowndes County, Oktibbeha County (collectively, the "Counties") and EMCC (the "<u>Original Interlocal</u> <u>Agreement</u>"), which agreement set forth the terms by which the Counties agreed to assist EMCC with the payment of interest payable each interest period, plus scheduled annual or semi-annual principal amortization payments (but excluding any prepayment thereof) on the Project Bonds (collectively, the "<u>Debt Service</u>")

7 WHEREAS, as of the date of this Agreement, the Project Bonds have not yet been issued by EMCC,

8 WHEREAS, since the execution of the Original Interlocal Agreement and prior to the issuance of the Project Bonds, the Counties and EMCC determined that that annual ad valorem tax millage calculation for each of the Counties set forth in the Original Interlocal

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Agreement, which amounts were expressed as fixed, annual sums, will not correctly yield the annual proceeds desired by the Counties to be contributed by each County to pay the associated annual Debt Service on the Project Bonds,

9 WHEREAS, in order promote the training of a workforce with the skills necessary to work in a technology-driven manufacturing environment and to assist EMCC with the payment of annual Debt Service on the Project Bonds, the Board now finds and determines that it would be in the best interest of the County and its citizens for the Board to (a) approve and execute an Amended and Restated Interlocal Agreement for and on behalf of the County, in substantially the form attached hereto as **Exhibit "A"** (the "<u>Amended Interlocal Agreement</u>"), to replace and supercede in its entirety the Original Interlocal Agreement, and to set forth the amended terms by which the Counties will assist EMCC with the payment of Debt Service on the Project Bond, and (b) approve an increase to the ad valorem tax millage on property within the County for the benefit of EMCC pursuant to Section 37-29-141 of the Code in an amount sufficient to generate incremental ad valorem tax revenues as set forth in the Amended Interlocal Agreement to fund a portion of the annual Debt Service payments due on the Project Bonds, but in no instance in an amount greater than that which is authorized by the Code (the "<u>Required</u> <u>Mullage</u>")

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

SECTION 1 <u>Authorization of Property Tax Millage Increase</u> The Required Millage is hereby approved to be effective as of October 1, 2017, <u>provided</u>, <u>however</u>, that such approval of the Required Millage is expressly conditioned upon the execution of the Interlocal Agreement by

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each of the parties listed as signatories thereto and upon the issuance of the Project Bonds by EMCC to fund a portion of the construction of the Project

SECTION 2 <u>Authorization of Amended Interlocal Agreement</u>. The Amended Interlocal Agreement is hereby approved, and the President and the Clerk of the Board are hereby authorized to execute and deliver the Amended Interlocal 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 the 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 Amended Interlocal 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 Amended Interlocal Agreement, the provisions of the Amended Interlocal Agreement shall govern

SECTION 3 <u>Authority of Agents</u> The members of the Board, the President of the Board, the Clerk of the Board and the attorneys and/or other agents or employées of the County, including, without limitation, the County Tax Assessor and County Tax Collector, are hereby authorized to do all things and to execute such instruments which are required of them or contemplated in the Amended Interlocal 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

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SECTION 4 <u>Captions</u> 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	AYE
Supervisor Luke Lummus	voted	AYE
Supervisor R.B Davis	voted	AYE
Supervisor Shelton L Deanes	voted	AYE
Supervisor Joe D Chandler	voted	AYE

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 22<sup>nd</sup> day of June, 2017

Shelton Deanes, President, Board of Supervisors

ATTEST G Berry, Clerk, ٩my Supervisors

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### EXHIBIT A

# **Interlocal Agreement**

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#### IN THE MATTER OF AUTHORIZING AND APPROVING OF THE TAX EXEMPT STATUS'OF WORD OF TRUTH MINISTRY CHURCH

There came on this day for consideration the matter of authorizing and approving of the tax exempt status of the Word of Truth Ministry Church

After motion by Luke Lummus and second by Lynn Horton this Board doth vote unanimously to authorize and approve of the Word of Truth Ministry Church as having a tax exempt status as requested in the Exhibit A as attached hereto

SO ORDERED this the 22<sup>nd</sup> day of June, 2017

President

# Word of Truth Ministry Church 1454 Highway 45 North Alternate P.O. Box 197 West Point, Mississippi 39773

June 20, 2017

Clay County Board of Supervisors 365 Court Street West Point, Mississippi 39773

The Word of Truth Ministry Church is a non-profit ministry As a church entity, we would like to be considered exempt from paying county taxes

If you have any questions regarding the content of this letter, please contact the Word of Truth Ministry Finance Secretary (Marcus R. Foster)

Peace and blessings in the name of the Lord,

Pastor Clyde D Poole Senior Pastor, WTMC

769-2643 Chyde Poofe

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# IN THE MATTER OF AUTHORIZING AND APPROVING THE AMENDED HOMESTEAD EXEMPTION CHARGEBACKS FOR 2016

There came on this day for consideration the matter of authorizing and approving the amended Homestead Exemption Chargeback for 2016

It appears to this Board at a subsequent meeting two objections were received, approved, and filed with the  $M\tilde{S}$  Department of Revenue on the Homestead Exemption Chargebacks as attached hereto as Exhibit A, and,

It appears to this Board as attached hereto as Exhibit A the MS Department of Revenue has approved the objection submitted by the taxpayers for the Homestead Exemption Chargebacks for 2016 and for the said Homestead Exemption Chargebacks to be reversed

After motion by Luke Lummus and second by R. B Davis this Board doth vote unanimously to authorize and approve of the Amended Homestead Exemption Chargeback for year 2016 as attached hereto as Exhibit A

SO ORDERED this the 22<sup>nd</sup> day of June, 2017

President

#### Homestead Exemption Chargeback



Date

May 31, 2017 L2036063104

AMY GRAY BERRY CLAY CO BOARD OF SUPERVISORS PO BOX 815 WEST POINT MS 39773-0815

BLANTON TROY SHANE 2220 FAIRWAY COURT WEST POINT, MS 397730000

Parcel Number: 091C 30A 0290100 Reimbursement Year: 2016 School District: West Point Consolidated School District

We received your request to adjust and allow the Homestead Exemption reimbursement for the applicant listed above

Your request is approved. The charges against your reimbursement are reversed

If you should have any questions, please contact us at 601-923-7618 for assistance. Please have a copy of this letter with you when you call

Sincerely, Tax Administrator

I

P O Box 1033 Jackson, MS 39215-1033 Phone (601) 923-7700 Fax (601) 923-7714

Force # mL0006 v V10

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Visit www.dor ms gov for tax information and online filing If you call, please have this letter with you



m # mL0005

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	AMY GRAY BERRY CLAY CO BOARD OF SUPERVISORS PO BOX 815 WEST POINT MS 39773-0815	•	
207 G	BBEN PRENTICE JR GARDEN CT COVE T POINT, MS 397730000	Parcel Number: 091C 30A ( Reimbursement Year: 2016 School District West Point Cor District	0183600 Isolidated School
We re	eceived your request to adjust and allow the Homestead E	xemption reimbursement for the applica	ant listed above

Your request is approved The charges against your reimbursement are reversed

If you should have any questions, please contact us at 601-923-7618 for assistance. Please have a copy of this letter with you when you call

Sincerely, Tax Administrator



P O Box 1033 Jackson, MS 39215-1033 Phone (601) 923-7700 Fax (601) 923-7714

Visit www.dor.ms.gov for tax information and online filing If you call, please have this letter with you

# IN THE MATTER OF AUTHORIZING AND APPROVING OF THE INVENTORY DELETION FROM THE TAX ASSESSOR COLLECTOR FIXED ASSET LEDGER

There came on this day for consideration the matter of authorizing and approving of the inventory deletion from the Tax Assessor/Collector's Fixed Asset Ledger

After motion by Luke Lummus and second by Lynn Horton this Board doth vote unanimously to authorize and approve to delete TX082 Typewriter from the Tax & Assessor/Collector's Departmental Inventory listing due to the said asset no longer functioning and able to perform its duty and purpose for the County

SO ORDERED this the  $22^{nd}$  day of June, 2017

President



Clay County Tax Assessor/Collector Paige Lamkin P O Box 795 West Point, MS 39773 Phone (662) 494-3432 or (662) 494-2724 Fax (662) 494-7452

June 14, 2017

I, Paige Lamkin, request that the following item be removed from the Clay County Tax Assessor/Collector's inventory due to the item no longer working

TX 082 (typewriter)

Sincerely,

,P

0 Paige Lamkin Clay County Tax Assessor/Collector

# IN THE MATTER OF AUTHORIZING AND APPROVING TO SPREAD ON THE MINUTES THE AMENDED HOMESTEAD EXEMPTION APPLICATION FOR YEAR 2017

There came on this day for consideration the matter of authorizing and approving to spread on the minutes the amended Homestead Exemption Application for year 2017

After motion by Luke Lummus and second by R B Davis this Board doth vote unanimously to authorize and approve to spread on the minutes the amended Homestead Exemption Application for year 2017 as attached hereto as Exhibit A

SO ORDERED this the 22<sup>nd</sup> day of June, 2017

P. Ann

President

Form 61-001 10-8-1 905 (Rev 08/10) Drop In Mississippi Homestead 2017 G10011081905 Cour	
1 Last F Mi Name of Spouse 2 Last F Mi	SSN     SSN     Municipality Code     000       SSN     School District     Code     1321       R <sup>tiv</sup> BLUFF     State     Zip       NB9741-0000
5/02/1951 5 DAV File joint income Yes Custody of minor child Yes	Marmed Widowed 1 Separated 6 Divorced 1 Single 2 No 3 No Co Joint 2 Single 4 No 4 No 6 Single 5 Single 6 Single 6 Single 6 Single 7 Single 7
	No     Trust       7     Trust       y     Join Home In 5 Miles   Book # / Page# DATE ACQUIRED
079A (literalling first) 0080000000000000000000000000000000000	- 278/618 - 1/30/2013 -
3	•
10       Location, name, and relationship to applicant of joint own         FILING OVER       Gathe Residence       Different Residence Same         1	•••••••
11 Property was acquired by	
Inhentance (check one) without wili with wili      From (name)      who was my (relationship) Date of Death	B Operiorent (copering provide
whose title was acquired by Deed Gift/ Other Year Book No / Page No	If purchased Section 3-33-21(f) and 27-33-31(l) require
12 In accordance with Section 27-33-63(2), the applicant or a A claims to be bona fide legal resident(s) of Mississippi and this is the primary home B has/have complied with the income tax laws of this state C has/have complied with the road and bridge privilege tax laws of this state Must furnish all tag nonbers approximately owned vehicles in your possession LIST TAG NUMBERS	X Yes No No Yes No No How many vehicles possessed?
IMPORTANT Penalties are imposed upon violat Sections 27-33-31 27 33-57 and 27 33-59 Impose penalties on persons who violate the conceatment of material facts, fraudulant claims for examption the assistance of any of these a are considered to be such violations. The penalties imposed include the additional assessmar charge a charge of penury a felony charge a fine of up to \$5 000 Imposonment of up to 2 ye Disclosure Statement and	Homestead Exemption Laws of 1946 False statements misrepresentation cts, failure to notify the tax assessor of any citanges to the homestead property
Social Security numbers are required to verify eligibility for the exemption under the Homestead information pursigent to 42 U.S.C. § 405(c)(2)(C)(i) Any applicant who refuses to provide the r	I do attest and affirm to the best of my knowledge and belief under on the best of my knowledge and belief under
Application is a first time-renewal (no change)	are true and correct as of January 1 of the year stated above
before me this he day)y 20 dual down bu (must be signed by tax assessor deputy or hotary)	

NO \_\_\_\_\_

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

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

It appears to this Board that the attached Exhibit "A" reflects the gross fee income of Constables Sherman Ivy and Lewis Stafford for the month of June 2017 as submitted by the Justice Court Clerk. It further appears that the attached Exhibit "A" represents the calculations and estimated contributions due to the Public Employees' Retirement System for each constable and the net fee income to be paid to each constable

After motion made by Lynn Horton and second by Joe Chandler on this Board doth vote unanimously to have the Chancery Clerk transfer \$527 61 to the Payroll Clearing Account to be remitted to the Public Employees' Retirement System on behalf of the Clay County constables and to pay Sherman Ivy \$2,338 54 and Lewis Stafford \$ 1,383 85 as net fee income after the Public Employees' Retirement System deduction withheld for the month of June 2017

SO ORDERED, on this the 22<sup>nd</sup> day of June, 2017

President

#### Calculation of Estimated Contributions/Wages For Constables June 2017

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	ulation	-	
	Lewis Stafford	Shêrman Ivy	,
Gross Fee Income *	\$1,580 00	\$2,670 00	(Input)
Minimum, Withholding Rate	11%	11%	-
Estimated Contributions	\$173.80	\$293 70	1
Estimated Contributions	- \$173 80	\$293 70	
Divided by PERS EE/ER	21 93%	21 93%	
Estimated Wages To Be Reported To PERS	\$792 52	\$1,339 26	
Estimated Wages	\$792.52	\$1,339 26	,
Multiplied by PERS EE Rate	9 00%	9 00%	-
Estimated PERS EE Contributions	<u>\$71 33 '.</u>	\$120.53	• •
Estimated Wages	\$792 52	\$1,339.26 <u>.</u>	- i
Multiplied by PERS ER Rate	15 75%	.15 75%	•
Estimated PERS ER Contributions	\$124 82	<u>\$210,93</u>	-
**Summary of Wages and Contributions	to be reported to	PERS For Cons	tables **
Estimated Wages	\$792 52	\$1,339 26	y N
Estimated PERS EE Contributions	\$71.33	\$120 53	'191 86
Estimated PERS ER Contributions	\$12 <b>4</b> 82	\$210 93	335 75
Total Estimated Contributions	\$196 15	\$331 46	-
**Funds to be P	aid to Constables*	k	

Gross Fee Income	-\$1,580 00	\$2,670 00
Less Total Estimated PERS EE/ER Contribu	\$196 15	\$331 46
Net Gross	\$1,383 85	\$2,338 54

Need an order to transfer to Payroll Clearing fund \$ 527 61 to remit with Retirment Contributions

\* Gross Fee Income is turned in to comptroller by the Justice Court Deputy

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# IN THE MATTER OF AUTHORIZING TRAVEL FOR CERTAIN EMPLOYEES

There came on this day for consideration the matter of authorizing travel for certain employees

After motion by Lynn Horton and second by Joe Chandler this Board doth vote unanimously to authorize and approve to of the said travel as attached hereto as Exhibit A for Deputy Chancery Clerk's Vicki Ray and Nikki Cude to attend for continuing education on behalf ' of the County

SO ORDERED this the 22<sup>nd</sup> day of June, 2017

President

# MS DOMESTIC VIOLENCE PROTECTION ORDER REGISTRY TRAINING

(Miss Code Ann. §93-21-25, §93-21-21) Necessary for New Court Clerks - New Deputy Court Clerks -

New E911/Dispatchers/TAC officers

2017 Training locations: Natchez, Grenada, Hattiesburg and Jackson

Registration available AGJIMHOOD COM

### AGENDA TÕPICS:

### 1. Domestic Abuse Protection Order Registry

- a. Protection Order Process Refresher
- b Purpose of Registry and Gaining Access
- c 'Sheriff's Department TAC Responsibility
- d Dispatch's role in searching records and how to interpret the orders

### 2. Uniform Offense Report

- a. Purpose of Offense Report
- b Means of Accessing the Offense Report and Database
- c Court Clerk's role in searching records and data entry
- d Dispatch's role in keeping officers safe

Court Clerks – This important training is a 3 hour session and will provide clerks or deputy clerks in a Municipal, Justice, County, Circuit or Chancery Court, who have not previously received training, with instructions on entering civil and criminal protection orders into the Protection Order Registry within 24 hours and entering dispositions in misdemeanor and felony domestic violence matters into the Umform Offense Report via the ReportBeam System.

E911, Dispatch and/or TAC officers - Plan to attend in order to be issued a username and password. The training will also provide a review of the paperwork and procedures associated with domestic abuse protection orders and laws related to domestic violence crimes and how all Reportbeam information is designed to be used for officer safety

For questions, please contact Lark Johnson at 601-359-4892 or 601-359-6766

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	EN RENASANT HECK	BANX GENERAL COUNTY	INVOICE					ACCO	UNT			CHEC	к
NUMBER	DATE	VENDOR NAME	NUMBER	LINE	# 1	NUMBE	R		DESCRIPTION		1T	AMOU	NT -
65401	6/02/2017	HOLIDAY INN EXPRESS & SUITES	06/2017911	01	097	230	476	MEALS	LODGING	712 (	00	712	
65402	6/02/2017	ROSEANN WILSON	06/2017	01	001	100	582	MISCEL	LANEOUS EXPENS	166 ]	14	166	14
65403	6/02/2017	TAMMY ADKINS	06/2017	01	097	230	585	REGIST	RATION FEE	790 (	00	790	00
65404	6/02/2017	COURTYARD GULFPORT BEACHFRON	06/2017	01	001	262	476	MEALS	& LODGING	695 (	00	695	00
65405	6/07/2017	CASSONDRA SMITH	06/2017	01	001	200	691	UNIFOR	MS	167 9	90	167	90
65406	6/07/2017	MISS CONSTABLE ASSOCIATION	06/2017	01	001	262	585	SEMINA	R/REGISTRATION	400 0	10	400	00
65407	6/07/2017	MICHAEL WEAVER	06/2017	01	001	151	662	PEST C	CONTROL SUPPLIE	47 5	51	47	51
65408	6/08/2017	RWJ CONSULTING LLC	06/2017 06/2017	01 02					PLAIN CONSULTA PLAIN CONSULTA	1033 5 62 6	50	1096	10
				** CH	ECK	TOTAI	FO	R BANK	RENASANT BANK	GENERAL COUNT	ry .	4074	65
									TAL DISBURSEMEN	TS **		4074	65

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CLAY COUNTY Cash disbursements repo	DRT	
FOR THE PERIOD JUNE 11	2017 TO JUNE 30 2017	

PAGE 1 APCDRPR

	IECK		- INVÔICE			-	-	ACCOUNT		CHECK
MBER	DATE	VENDOR NAME	NUMBER	LINE -			R	DESCRIPTION	AMOUNT	AMOUNT
		DIXIE NICOLE PEARSON	06/2017	01			476	MEALS & LODGING	129 45	
	-,,, -, -, -, -, -, -, -, -, -, -,	DENTE NECCES FERICIS	06/2017	02				PRIVATE VEHICLE TRAV		
			00,2021	•-		200	• • •			239 85
55576	6/12/2017	JOANNA ELLIS	06/2017	01	097	230	476	MEALS & LODGING	109 31	
										109 31
55577	6/12/2017	LEWIS STAFFORD	06/2017	02	001	262	476	MEALS & LODGING	205 00	
			06/2017	01	001	262	477	PRIVATE VEHICLE TRAV	288 00	
										493 00
55578	6/12/2017	MS DEVELOPMENT AUTHORITY	06/2017HEN	01				PRIN RETIREMENT CAP	2143 08	
			06/2017HEN	02	138	B00	802	INTEREST EXPENSE	1157 85	
										3300 93
	· · · · ·			_	_					
5557 <b>9</b>	6/12/2017	SHERMAN IVY	06/2017	01	001	262	476	MEALS & LODGING PRIVATE VEHICLE TRAV	205 00 288 00	
			06/2017	02	001	262	477	PRIVATE VEHICLE TRAV	288 00	
										493 00
						~ * *				
5580	6/13/2017	MS DEVELOPMENT AUTHORITY	06/2017FINAL	01				PRIN RETIRE CAPITAL	515 92	
			06/2017FINAL	02	116	800	802	INTERST EXPENSE	1 85	<b>F10 00</b>
										517 77
5581	6/15/2017	PAYROLL CLEARING ACCOUNT	201706150002	01	0.01	000	110	PERSONNEL MAN/SYSTEM	899 56	
12281	0/15/201/	PAIROLL CLEARING ACCOUNT	201706150002	02				ASST PERSONNEL MNGR	107 30	
			201706150002	03				OFFICE CLERICAL	968 68	
			201706150002	04				STATE RET MATCHING	311 15	
			201706150002	05	001	000	120	SOC SEC MATCHING	145 42	
			201706150003	01	001	000	110	DEPUTIES	1205 88	
			201706150003	02				STATE RET MATCHING	189 92	
			201706150003	03				SOC SEC MATCHING	82 08	
			201706150004	01				DEPUTIES	3154 54	
			201706150004	02				OFFICE CLERICAL	380 00	
			201706150004	03				STATE RET MATCHING	496 84	
			201706150004	04				SOC SEC MATCHING	256 82	
			201706150005	01				DEPUTIES	3341 07	
			201706150005	02				STATE RET MATCHING	526 21	
			201706150005	03				SOC SEC MATCHING	240 99	
			201706150006	01				ASST PURCHASE CLERK	845 85	
			201706150006	02				STATE RET MATCHING	133 22	
			201706150006	03				SOC SEC MATCHING	53 59	
			201706150007	01				RECEIVING CLERK	499 98	
			201706150007	02				STATE RET MATCHING	78 75	
			201706150007	03				SOC SEC MATCHING	38 25	
			201706150008	01				MAINTENANCE SALARY	2642 93	
			201706150008	02				MAINTENANCE OVERTIME	280 53	
			201706150008	03				STATE RET MATCHING	460 45	
			201706150008	04				SOC SEC MATCHING	214 69	
			201706150009	01				INFORMATION TECHNOLO	449 7B	

CLAY COUNTY CASH DISBURSEMENTS REPORT FOR THE PERIOD JUNE 11 2017 TO JUNE 30 2017 PAGE 2 APCDRPR

CHECK

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CHI	ECK		INVOICE		м		ACCOUNT DESCRIPTION		
MBER	DATE	K GENERAL COUNTY VENDOR NAME	NUMBER	LINE	#	NUMBER	ACCOUNT DESCRIPTION STATE RET MATCHING SOC SEC MATCHING SOC SEC MATCHING SOC SEC MATCHING SOC SEC MATCHING SOC SEC MATCHING STATE RET MATCHING STATE RET MATCHING SOC SEC MATCHING SOC SEC MATCHING OFFICE/CLERICAL STATE RET MATCHING OFFICE/CLERICAL SOFFICE/CLERICAL OFFICE/CLERICAL OFFICE/CLERICAL DEPUTIES OFFICE/CLERICAL OFFICE/CLERICAL OFFICE/CLERICAL OFFICE/CLERICAL DEPUTIES OFFICE/CLERICAL OFFICE/CLERICAL DEPUTIES OFFICE/CLERICAL SOC SEC MATCHING SOC SEC MATCHING SOC SEC MATCHING SOC SEC MATCHING SOC SEC MATCHING SOC SEC MATCHING SOC SEC MATCHING DIALL ADMINISTRATOR JAIL ADMINISTRATOR JAIL ADMINISTRATOR JAIL ADMINISTRATOR JAILORS SALARIES KITCHEN MANAGER JAILORS OVERTIME STATE RET MATCHING SOC SEC MATCHING	AMOU 	ЭМТ' -
			201706150009	02	001	. 000 110	STATE RET MATCHING	70	84
			201706150009	03	001	000 110	SOC SEC MATCHING	32	23
			201706150010	01	001	000 110	CASE MANAGER GRANT	499	70
			201706150010	02	001	. 000 110	OFFICE/CLERICAL	83	34
			201706150010	03	001	000 110	STATE RET MATCHING	91	83
			201706150010	04	001	000 110	SOC SEC MATCHING	29	36
			201706150011	01	001	000 110	CLERICAL	1129	17
			201706150011	02	001	000 110	STATE RET MATCHING	177	64
			201706150011	03	001	000 110	FICA/MEDI MATCH	84	66
			201706150012	01	001	000 110	DEPUTIES	3373	45
			201706150012	02	001	000 110	STATE RET MATCHING	531	32
			201706150012	03	001	L 000 110	SOC SEC MATCHING	234	27
			201706150013	01	001	L 000 110	OFFICE/CLERICAL	499	50
			201706150013	02	001	000 110	SOC SEC MATCHING	38	21
			201706150014	01	001	000 110	DEPUTIES	18112	79
			201706150014	02	001	000 110	OFFICE/CLERICAL	6584	22
			201706150014	03	001	000 110	DEPUTIES OVERTIME	1609	93
			201706150014	04	001	000 110	OFFICE CLERICAL OVER	80	09
			201706150014	05	001	000 110	STATE RET MATCHING	3926	33
			201706150014	06	001	L 000 110	SOC SEC MATCHING	1922	01
			201706150015	01	001	L 000 110	MTC TRANSPORT OFFICE	876	79
			201706150015	02	001	L 000 110	STATE RET MATCHING	138	09
			201706150015	03	001	000 110	SOC SEC MATCHING	67	07
			201706150016	01	001	000 110	JAIL ADMINISTRATOR	1716	67
			201706150016	02	001	L 000 110	JAIL RECORDS CLERK	1264	34
			201706150016	03	001	L 000 110	JAILORS SALARIES	10130	00
			201706150016	04	001	L 000 110	KITCHEN MANAGER	1300	21
			201706150016	05	001	L 000 110	JAILORS OVERTIME	517	89
			201706150016	06	001	L 000 110	STATE RET MATCHING	2351	33
			201706150016	07	001	L 000 110	SOC SEC MATCHING	1079	18
			201706150017	01	001	L 000 110	DEP EMA DIRECTOR SAL	208	33
			201706150017	02	001	L 000 110	STATE RET MATCHING	32	81
			201706150017	03	001	. 000 110	SOC SEC MATCHING	14	93
			201706150018	01	097	7 000 110	911 DIRECTOR SALARY	1000	78
			201706150018	02	097	7 000 110	DISPATCHERS	7492	72
			201706150018	03	097	7 000 110	DISPATCHER O/T	869	33
			201706150018	04	097	7 000 110	STATE RET MATCHING	1224	33
			201706150018	05	097	7 000 110	SOC SEC MATCHING	673	36
			201706150019	01	151	L 000 110	ROAD LABORERS HOURL	3456	80
			201706150019	02	153	L 000 110	STATE RET MATCHING	544	45
			201706150019	03	151	L 000 110	SOC SEC MATCHING	231	65
			201706150020	01	152	2 000 110	ROAD LABORERS HOURL	1648	00
			201706150020	02	152	2 000 110	STATE RET MATCHING	259	56
			201706150020	03	152	2 000 110	SOC SEC MATCHING	125	59
			201706150021	01	153	3 000 110	ROAD LABORERS HOURL	3160	80
			201706150021	02	153	8 000 110	STATE RET MATCHING	497	83
			201706150021	03	153	3 000 110	SOC SEC MATCHING	231	52
			201706150022	01	154	1 000 110	ROAD LABORERS HOURL	2554	40
			201706150022	02	154	<b>1 000 110</b>	STATE RET MATCHING	322	30
			201706150022	03	154	1 000 110	SOC SEC MATCHING	187	81
			201706150023	01					

CLAY COUNTY CASH DISBURSEMENTS REPORT FOR THE PERIOD JUNE 11 2017 TO JUNE 30 2017 PAGE 3 APCDRPR

BANK		ENASANT	BANK	GENERAL	COUNTY	INVOICE				_	ACCOUNT		CHECK
NUMB	CHECK ER I	DATE		VENDOR	NAME	NUMBER	LINB	# 1	NUMBE	R	DESCRIPTION	AMOUNT	AMOUNT
-								-				- 657 70	•
						201706150023	02				STATE RET MATCHING	317 72	
						201706150023	03				SOL SEC MATCHING		
						201706150024	01				SANITATION SALARY	4342 15	
						201706150024	02				STATE RET MATCHING	516 80	
						201706150024	03	400	~000	110	SOC SEC MATCHING	475 30	
													111780 01
655	82 6/3	6/2017	EDDIE	SCOTT		06/2017	01	001	200	476	MEALS & LODGING	123 00	
													123 00
655	83 6/1	6/2017	GRAND	SIERRA R	SORT AND CAS	1 06/2017	01	001	200	476	MEALS & LODGING	841 85	
													841 85
655	94 6/1	19/2017	ATMOS	ENERGY		06/2017CHG	01	001	151	511	COURTHOUSE UTILITIES	42 28	
555	a	5,201,	AINOO	10101		06/2017ELLIS	01				ELLIS CLINIC UTILITI	26 13	
						06/20170C	01				OFFICE COMPLEX BUILD	254 20	
						06/2017GEN	01				SHERIFF S DEPT UTILI	28 97	
						06/2017SHER	01				SHERIFF S DEPT UTILI	661 92	
						06/2017DHS	01				DHS BUILDING UTILITI	24 23	
						06/2017D2	01				UTILITIES	24 23	
						•••,•••							1061 96
							01	0.01	262	474	REFUND OF PERS CONTR	3230 87	
655	85 6/1	19/2017	LEWIS	STAFFORD	)	06/2017PERS	01	001	202	474	REFORD OF FERS CONTR	2020 01	3230 87
													5100 07
	1-					06/2017GRAH1	01	1 2 0	800	800	PRIN RETIREMENT CAP	4110 10	
655	86 6/3	19/2017	MS DEV	ELOPMENT	AUTHORITY	06/2017GRAH1	02				INTEREST EXPENSE	1435 88	
						UG/ZUI/GRANI	02	130	000	6V2	INTEREST EXPENSE	1100 00	5545 98
			ATOY N		TOUT DEDT	06/2017ELLIS	01	0.01	151	512	ELLIS CLINIC UTILITI	1007 76	
625	8/ 6/1	19/2017	CITI W	AIER & L	IGHT DEPT	06/2017FOR	01				OFFICE COMPLEX BUILD	183 03	
						06/2017EXT	01				OFFICE COMPLEX BUILD	352 41	
						06/2017SHER	01				SHERIFF S DEPT UTILI	738 79	
						00/201/BitBk	01	001		52.			2282 05
							01		200	COF	CAR TITLES/TAGS	68 25	
655	88 6/2	21/2017	MS DEP	PARTMENT	OF REVENUE	06/2017	01	001	200	693	CAR TITLES TAGS	00 23	68 25
	/-					06/2017	01	0.01	262	470	RET W/HELD & MATCHED	527 61	
655	89 6/2	22/2017	PAYROL	T CLEARI	ING ACCOUNT	06/201/	01	001	202	110	KBI M/HEED & PRICEED	55, 51	527 61
	/-					06/2017A	01	0.01	262.	461	CONSTABLE FEES	2338 54	
655	90 672	22/2017	SHERMA	N IVY		00/201/A	UI.	001	204	AGT			2338 54
						06/2017A	01	003	262	461	CONSTABLE FEES	1383 85	
655	91 6/2	22/2017	LEWIS	STAFFORD	,	00/201/A	01	001	LOL	101			1383 85
	oo c/-	00/0010	CT NY C		ISSISSIPPI	06/2017	01	0.01	102	582	BANKING CHARGES/FEES	10 32	
655	92 6/2	20/2017	LIAI	JOONIT R	17001001651	· · · · · · · · · · · · · · · · · · ·	•-	001			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		10 32
	o		OWEDNAS	N TIN		06/2017PERS	01	0.01	262	474	REFUND OF PERS CONTR	1834 01	
655	93 0/2	26/2017	OUPKWA	774 T.A.I		\$3/202/LUKO	~ -						

CL	ıA١	r cot	JNTY							
CA	SE	I DIS	SBURSEME	ENTS D	REPO	DRT				
FC	R	THE	PERIOD	JUNE	11	2017	то	JUNE	30	2017

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MBER	DATE	VENDOR NAME	INVOICE NUMBER	LINE	#	NUMB	ER	ACCOUNT DESCRIPTION	амоц 	NT	AMOU
											1834
5594	6/26/2017	CERTIFIED MAILING SOLUTIONS	06/2017	01	001	101	501	POSTAGE & BOX RENT	1206	96	1206
5595	6/27/2017	GOLDEN TRIANGLE DEVELOPMENT	24185	01	138	676	750	ECONOMIC DEVELOPMENT	10000	00	
	0,0,,,=01,		24250					ECONOMIC DEVELOPMENT	7463		
			24277	01	138	676	750	ECONOMIC DEVELOPMENT	700	50	
											10164
5596	6/29/2017	CIRCUIT CLERK OF CLAY COUNTY	06/2017	01	078	676	705	DUE TO CIR CRT EMM	73314	02	
											73314
5597	6/29/2017	TRUSTMARK NATIONAL BANK	06/2017	01	241	800	802	INTEREST EXPENSE	6346	02	
											6346
5598	6/29/2017	CIRCUIT CLERK OF CLAY COUNTY	06/2017ADJ	01	078	676	705	DUE TO CIR CRT EMM	274	62	
											274
5599	6/30/2017	PAYROLL CLEARING ACCOUNT	201706150025	01	001	000	110	PART TIME HELP SOC SEC MATCHING SUPERVISORS SALARIES PERSONNEL MAN/SYSTEM ATTORNEYS ASST PERSONNEL MNGR OFFICE CLERICAL STATE RET MATCHING SOC SEC MATCHING GROUP INS MATCHING DEPUTIES COMPENDED	367	31	
			201706150025	02	001	000	110	SOC SEC MATCHING	28	10	
			201706300002	01	001	000	110	SUPERVISORS SALARIES	16833	35	
			201706300002	02	001	000	110	PERSONNEL MAN/SYSTEM	899	56	
			201706300002	03	001	000	110	ATTORNEYS	3366	67	
			201706300002	04	001	000	110	ASST PERSONNEL MNGR	107	30	
			201706300002	05	001	000	110	OFFICE CLERICAL	1003	95	
			201706300002	06	001	000	110	STATE RET MATCHING	3498 1617	120	
			201706300002	07	001	000	110	SOU SEC MATCHING	161/	13	
			201706300002	08	001	000	110	GROUP INS MATCHING DEPUTIES COMPTROLLER	1 4 9 9 9	13	
			201706300003	01						4./ 55	
			201706300003 201706300003	02 03	001	000	110	NETROLLER NETROLLER	120		
			201706300003	03	001	000	110	COUNTY AUDITOR	441		
			201706300003	04	001	000	110	COUNTY TREASURER	208		
			201706300003	05	001	000	110	PUBLIC SVC NOT PROV	208 416	67	
			201706300003	07	001	000	110	STATE PET MATCHING	1031		
			201706300003	06	001	000	110	ATTENDING BRD MEETIN COUNTY AUDITOR COUNTY TREASURER PUBLIC SVC NOT PROV STATE RET MATCHING SOC SEC MATCHING CPOUD INS MATCHING	476		
			201706300003	09	001	000	110	GROUP INS MATCHING DEPUTIES OFFICE CLERICAL PUBLIC SVCS NOT PROV	1398		
			201706300004	01	001	000	110	DEPUTIES	2154	54	
			201706300004	02	001	000	110	OFFICE CLERICAL	496	00	
			201706300004	03	001	000	110	PUBLIC SVCS NOT PROV	416	66	
			201706300004	04	001	000	110	COUNTY REGISTRAR	1341		
			201706300004	05	001	000	110	STATE FAILURES	33	33	
			201706300004	06	001	000	110	ELECTION FEES	208	34	
			201706300004	07	001	000	110	COUNTY REGISTRAR STATE FAILURES ELECTION FEES STATE RET MATCHING SOC SEC MATCHING GROUP INS MATCHING TAY ASESSOO	654	34	
			201706300004	08	001	000	110	SOC SEC MATCHING	334	85	
			201706300004	09	001	000	110	GROUP INS MATCHING	1404	29	
			201706300005	01	001	000	110	TAX ASSESSOR SALARY	4916	67	
			201706300005	02	001	000	110	TAX ASSESSOR SALARY DEPUTIES	3341		
			201706300005	03	001	000	110	STATE RET MATCHING	1300		
			201706300005	04	0.01	000	110	SOC SEC MATCHING	610	87	

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CHECK

AMOUNT

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AMOUNT

#### CHECK INVOICE NUMBER DATE NUMBER LINE # NUMBER VENDOR NAME - -- -\_ \_ \_ \_ \_ -

BANK REN RENASANT BANK GENERAL COUNTY

NUMBER	LINE	Ħ	NOWBI	5R	DESCRIPTION	AMOL	1 ML
201706300005	05	001	000	110	GROUP INS MATCHING FURCHASE CLERK SALAR ASST PURCHASE CLERK SALAR ASST PURCHASE CLERK STATE RET MATCHING GROUP INS MATCHING INVENTORY CLERK STATE RET MATCHING SOC SEC MATCHING RECEIVING CLERK STATE RET MATCHING SOC SEC MATCHING GROUP INS MATCHING GROUP INS MATCHING MAINTENANCE SALARY PART TIME HELP MAINTENANCE OVERTIME STATE RET MATCHING SOC SEC MATCHING GROUP INS MATCHING SOC SEC MATCHING GROUP INS MATCHING FICA/MEDI MATCH GROUP INS MATCHING FICA/MEDI MATCH FICA MATCH INSURANCE MATCH INSURANCE MATCH STATE RET MATCHING FICA/MEDI MATCH GROUP INS MATCHING FICA MATCH INSURANCE MATCH STATE RET MATCHING FICA/MEDI MATCH GROUP INS MATCHING FICA/MEDI MATCH FICA MATCH INSURANCE MATCH INSURANCE MATCH STATE RET MATCHING FOONER SFEE MEDICAL EXAMINERS FEE	2794	84
201706300006	01	001	000	110	PURCHASE CLERK SALAR	429	17
201706300006	02	001	000	110	ASST PURCHASE CLERK	24	07
201706300006	03	001	000	110	STATE RET MATCHING	71	38
201706300006	04	001	000	110	SOC SEC MATCHING	18	78
201706300006	05	001	000	110	GROUP INS MATCHING	698	29
201706300007	01	001	000	110	INVENTORY CLERK	2032	47
201706300007	02	001	000	110	STATE RET MATCHING	320	11
201706300007	03	001	000	110	SOC SEC MATCHING	149	20
201706300008	01	001	000	110	RECEIVING CLERK	499	98
201706300008	02	001	000	110	STATE RET MATCHING	78	75
201706300008	03	001	000	110	SOC SEC MATCHING	38	25
201706300008	04	0.01	000	110	GROUP INS MATCHING	4	96
201706300009	01	001	000	110	MAINTENANCE SALARY	3141	43
201706300009	02	001	000	110	PART TIME HELP	199	20
201706300009	03	001	ñññ	110	MAINTENANCE OVERTIME	82	21
201706300009	04	001	000	110	STATE PET MATCHING	507	73
201706300009	05	001	0000	110	STATE REF MATCHING	265	17
201706300009	06	0.01	000	110	GROUP THE MATCHING	202	12
201706300010	01	001	000	110	INFORMATION TECHNOLO	440	70
201706300010	02	001	000	110	CONTE DET MATCHING	70	, U R 4
201706300010	02	001	200	110	STATE REL MATCHING	20	03
201706300011	01	001	000	110	OFRICE/CLEDICAL	667	20
201706300011	02	001	000	110	OFFICE/CHERICAH	51	D4
201706300012	01	001	000	110	BALLIEF	330	00
201706300012	02	001	000	110	STATE PET MATCHING	17	33
201706300012	03	001	000	110	SOC SEC MATCHING	21	04
201706300013	01	001	000	110	CASE MANAGER GRANT	499	70
201706300013	02	001	000	110	OFFICE/CLERICAL	Â	14
201706300013	03	001	000	110	UDGE/REFEREE	793	29
201706300013	04	001	000	110	STATE PET MATCHINC	216	77
201706300013	05	001	000	110	SOC SEC MATCHING	77	68
201706300013	06	001	000	110	GROUP INS MATCHING	508	75
201706300014	01	007	000	110	COURT ADMINISTRATOR	4041	66
201706300014	02	001	000	110	CLERICAL	1129	17
201706300014	03	001	000	110	STATE BET MATCHING	A14	40
201706300014	04	001	000	110	FICA/MEDI MATCH	363	97
201706300014	05	001	000	110	GROUP INS MATCHING	1435	75
201706300015	01	001	000	110	PROSECUTING ATTORNEY	600	00
201706300015	02	001	000	110	LUNACY JUDGE	286	15
201706300015	03	001	000	110	RETIREMENT MATCH	139	57
201706300015	04	001	000	110	FICA MATCH	41	74
201706300015	05	001	000	110	INSURANCE MATCH	875	77
201706300016	01	001	000	130	DEPUTIES	3373	45
201706300016	02	001	000	110	BATLIFF	715	00
201706300016	03	001	000	110	COUNTY JUDGES	6733	34
201706300016	04	001	000	110	STATE RET MATCHING	1669	78
201706300016	05	001	000	110	SOC SEC MATCHING	746	18
201706300016	06	001	000	110	GROUP INS MATCHING	3494	81
201706300017	01	001	000	110	CORONER S FEE	900	00
201706300017	02	001	000	110	MEDICAL EXAMINERS FE	1750	00
	·-						

ACCOUNT

DESCRIPTION

PAGE 6 APCDRPR

BANK REN RENASANT BA CHECK	NK GENERAL COUNTY VENDOR NAME	INVOICE			ACCOUNT DESCRIPTION			CHECK
NUMBER DATE	VENDOR NAME	NUMBER	LINE	# NUMBER	ACCOUNT DESCRIPTION STATE RET MATCHING SOC SEC MATCHING GROUP INS MATCHING ATTORNEYS STATE RET MATCHING GROUP INS MATCHING ATTORNEYS STATE RETIRE MATCHING GROUP INS MATCHING OFFICE/CLERICAL ELECTION COMMISIONER SOC SEC MATCHING OFFICE/CLERICAL ELECTION COMMISIONER SOC SEC MATCHING SHERIFF SALARY DEPUTIES OFFICE/CLERICAL DEPUTIES OFFICE/CLERICAL DEFUTIES OFFICE/CLERICAL DEFUTIES OFFICE CLERICAL DEFUTIES OFFICE CLERICAL DEFUTIES OFFICE CLERICAL DEFUTIES OFFICE CLERICAL STATE RET MATCHING GROUP INS MATCHING GROUP INS MATCHING GROUP INS MATCHING JAIL ADMINISTRATOR JAIL ADMINISTRATOR JAILORS OVERTIME STATE RET MATCHING GROUP INS MATCHING DEP EMA DIRECTOR SALA STATE RET MATCHING SOC SEC MATCHING SOC SEC MATCHING SITATE RET MATCHING SOC SEC MATCHING SOC SEC MATCHING SITATE RET MATCHING SOC SEC MATCHING	ома 	NT -	AMOUNT
		201706300017	- 03		STATE RET MATCHING	417	38	
		201706300017	04	001 000 110	SOC SEC MATCHING	202	73	
		201706300017	05	001 000 110	GROUP INS MATCHING	7	71	
		201706300018	01	001 000 110	ATTORNEYS	3366	67	
		201706300018	02	001 000 110	STATE RET MATCHING	530	25	
		201706300018	03	001 000 110	SOC SEC MATCHING	257	55	
		201706300018	04	001 000 110	GROUP INS MATCHING	698	29	
		201706300019	01	001 000 110	ATTORNEYS	6180	00	
		201706300019	02	001 000 110	STATE RETIRE MATCHIN	973	36	
		201706300019	03	001 000 110	SOCIAL SEC MATCHING	454	96	
		201706300019	04	001 000 110	GROUP INS MATCHING	698	29	
		201706300020	01	001 000 110	OFFICE/CLERICAL	585	00	
		201706300020	02	001 000 110	ELECTION COMMISIONER	3444	00	
		201706300020	03	001 000 110	SOC SEC MATCHING	30 B	20	
		201706300021	01	001 000 110	SHERIFF SALARY	7500	00	
		201706300021	02	001 000 110	DEPUTIES	19426	69	
		201706300021	03	001 000 110	OFFICE/CLERICAL	7855	93	
		201706300021	04	001 000 110	DEPUTIES OVERTIME	1167	45	
		201706300021	05	001 000 110	OFFICE CLERICAL OVER	66U	10	
		201706300021	06	001 000 110	STATE RET MATCHING	5585	13	
		201706300021	07	001 000 110	SOC SEC MATCHING	2666	15	
		201706300021	00	001 000 110	GROUP INS MATCHING	13269	70	
		201706300022	01		MTC TRANSPORT OFFICE	161	10	
		201706300022	02	001 000 110	STATE REI MATCHING	76	90	
		201706300022	03 04	001 000 110	GROUD INS MATCHING	698	29	
		201706300022 201706300023	04	001 000 110	TATL ADMINISTRATOR	1716	67	
		201706300023	02	001 000 110	JAIL RECORDS CLERK	1504	79	
		201706300023	03	001 000 110	JAILORS SALARIES	11202	09	
		201706300023	04	001 000 110	KITCHEN MANAGER	1649	09	
		201706300023	05	001 000 110	JAILORS OVERTIME	638	97	
		201706300023	06	001 000 110	STATE RET MATCHING	2632	05	
		201706300023	07	001 000 110	SOC SEC MATCHING	1213	96	
		201706300023	08	001 000 110	GROUP INS MATCHING	9776	06	
		201706300024	01	001 000 110	DEP EMA DIRECTOR SAL	208	33	
		201706300024	02	001 000 110	STATE RET MATCHING	32	81	
		201706300024	03	001 000 110	SOC SEC MATCHING	14	83	
		201706300025	01	097 000 110	911 DIRECTOR SALARY	1000	78	
		201706300025	02	097 000 110	DISPATCHERS	8010	22	
		201706300025	03	097 000 110	DISPATCHER O/T	85	03	
		201706300025	04	097 000 110	STATE RET MATCHING	1234	76	
		201706300025	05	097 000 110	SOC SEC MATCHING	648	24 74	
		201706300025	06		GROUP INS MATCHING	4189	791 E E	
		201706300026	01		LAW LIBRARY ADMINIS	261	55	
		201706300026	02	104 000 110	STALE REI MAICHING	21	92	
		201706300026	03 01	114 000 110	COOPDINATOR/VOL FIRE	267	74	
		201706300027 201706300027	02	114 000 110	STATE RET MATCHING	57	92	
		201706300027	03	114 000 110	SOC SEC MATCHING	28	13	
		201706160002	01	151 000 110	ROAD LABORERS HOURL	418	00	
		201706160002	02	151 000 110	SOC SEC MATCHING	31	98	
		202.00200002						

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BANK NUMB	CHEC	RENASANT K DATE	BANK	GENERAL VENDOR		INVOICE NUMBER	LINE	-	 NUMBE	R	ACCO	DUNT DESCRIPTION		AMOUNT	CHE	CK UN F
			-		-	201706300028	01	161	000	-	ROAD I	LABORERS HOUR	 1.Y	3790 88		
						201706300028	02					RET MATCHING		597 07		
						201706300028	03					EC MATCHING		262 66		
						201706300028	04	161	. 000	110	GROUP	INS MATCHING		1745 73		
						201706300029	01	162	000	110	ROAD I	LABORERS HOU	RL	2016 00		
						201706300029	02	162	000	110	STATE	RET MATCHING		317 52		
						201706300029	03	162	000	110	SOC SE	C MATCHING		153 73		
						201706300029	04	162	000	110	GROUP	INS MATCHING		698 29		
						201706300030	01	163	000	110	ROAD I	ABORERS HOUR	RL	5088 48		
						201706300030	02	163	000	110	STATE	RET MATCHING		801 43		
						201706300030	03	163	000	110	SOC SE	C MATCHING		377 87		
						201706300030	04	163	000	110	GROUP	INS MATCHING		1396 58		
						201706300031	01					ABORERS- HOU	RL	3671 68		
						201706300031	02	164	000	110	STATE	RET MATCHING		386 76		
						201706300031	0 3	164	000	110	SOC SE	C MATCHING		273 74		
						201706300031	04	164	000	110	GROUP	INS MATCHING		1396 50		
						201706300032	01	165	000	110	ROAD L	ABORERS HOUT	RL	6344 66		
						201706300032	02	165	000	110	STATE	RET MATCHING		999 28		
						201706300032	03					C MATCHING		477 66		
						201706300032	04					INS MATCHING		349 14		
						201706300033	01	400	000	110	SANITA	TION SALARY		5133 60		
						201706300033	02					RET MATCHING		614 23		
						201706300033	03					C MATCHING		561 71		
						201706300033	04	400	000	110	GROUP	INS MATCHING		2793 16		
															270470	B4
							** CHI	CK	TOTAL	FOR	BANK	RENASANT BAN	ik gener	AL COUNTY	505958	62

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- CH	ECK	BANK INSURANCE ACCT	INVOICE		-			ACO	COU	NT			CHECK
NUMBER	DATE	VENDOR NAME	NUMBER	LINE	#	NUMB	ER		D	ESCRIPTION	AMOL	INT	AMOUNT
1397	6/20/2017	COLONIAL LIFE	06/2017	01	687	000	126	DUE	то	COLONIAL LIFE	- <u>-</u> 52	62	 52 62
1398	6/20/2017	AMERICAN FAMILY LIFE INS CO	06/2017	01	687	000	124	DVE 1	то	AFLAC	183	45	183 45
1399	6/20/2017	ASSURITY LIFE INSURANCE CO	06/2017	01	687	000	121	ני שטם	то	ASSURITY	45	90	45 90
1400	6/20/2017	PENNSYLVANIA LIFE INS CO	06/2017	01	687	000	122	DUE 1	то	PENNSLVANIA L	156	62	156 62
1401	6/20/2017	NEW YORK LIFE	06/2017	01	687	000	123	DUE 1	то	NEW YORK LIFE	90	74	90 74
1402	6/22/2017	GUARDIAN LIFE INSURANCE CO	06/2017 06/2017 06/2017	01 02 03	687	000	-129	DUE I	то (	GUARDIAN LIFE GUARDIAN VISI GUARDIAN DENT	655 741 3227	78	
1403	6/26/2017	LIFE INSURANCE CO OF ALABAM	06/2017	01	687	000	127	DUE 1	ro	LICOA	738	60	4623 78 738 60
1404	6/26/2017	LIFE INSURANCE CO OF ALABAM	06/2017A	01	687	000	127	DUE 1	гоз	LICO <b>A</b>	1550	75	1550 75
1405	6/26/2017	LIBERTY NATIONAL INS	06/2017	01	687	000	125	DUE I	го і	LIBERTY NATIO	2547	87	2547 87
				** CH	IECK	TOTAL	5 FOI	R BANK	к	RENASANT BANK	INSURANCE AC	CT.	9990 33
								** T	готи	AL DISBURSEMEN	TS *		515948 95

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### IN THE MATTER OF OPENING AND TABLING THE BIDS FOR THE ISSUING OF THE \$60,000 GENERAL OBLIGATION NOTES FOR UNA COMMUNITY CENTER 2017

There came on this day for consideration the matter of opening and tabling the bids for the issuing of the \$60,000 General Obligation Notes for Una Community Center 2017

It appears to this Board notice was given to the public of this Board issuing \$60,000 General Obligation Notes for the construction of the Una Community Center as located in District Four as attached hereto as Exhibit A, and,

It appears to this Board now comes the times the designated day and time of the said bids to be opened and considered by this board and there has been one bid submitted for consideration by this Board, the bid of BankFirst Financial Services at a rate of 2 29%, as attached hereto as Exhibit B

After motion by Luke Lummus and second by Lynn Horton this Board doth vote unanimously to table the said matter for further review and consideration by this Board

SO ORDERED this the 22<sup>nd</sup> day of June, 2017

President

AFFP

#### AFFIDAVIT OF PUBLICATION

STATE OF MISSISSIPPI CGUNTY OF CLAY

Cindy Cannon being duly sworn, says

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

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une 11, 201

That said newspaper was regularly issued and circulated on those dates

**SIGNED** ASSILIED ERK Subscribed to and sworn to me the Þ 2017 ommission Expires January ٧V

NOTICE OF NEGOTIABLE NOTE, 1 GENERAL GOLIGATION NOTES CLAY, COUNTY, MISSIES PI Sector process will be a by the Doend of Superviso Chay County, Mississippi, of behind of Superviso Di Four at the office of the S office of the d Board in th athouse in W and of Supervision and all bids will be dro purchases at a second potential and approximation of and opervises (Saladi Copervises (Saladi Copervises (Saladi Copervises) (Saladi Copervise d pi 截星 Į, actived number 019 The Ch and 50 200 his into an unside the second of the part internet of the second of the part internet of the second of the part internet in the base to a second of the second of the part of the second of the a at the inter the bird all r an in the contract of the second of the seco in De ili cury out ut her g

Baird of Supervised and shell be paid into the transity of City The Board of Supervised and shell be paid into the transity of City Supervised by fait to transition of signal by fait to transition of the paid into the transition of function and pays (a transition of function and pays (a transition of function and pays (a transition of function and Append 19119) for the transition of Append 19119 and instantion of Append 19119 for the transition of Append 19119 and instantion of Append 19119 and appendent for an and appendix and appendent for an and appendix appendent and instantion of Appendix appendix appendent and instantion of Appendix appendix appendix and appendent and appendix appendix appendix and appendent appendix appendix appendix and appendix appendix appendix appendix and appendix appendix

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(as Anny G. Barry Anny G. Barry of Surgery and Acting on Berield Supervision Acting on Berield as Supervision Charles Food (Cary County Missister) Ruddish, June 11 2017

#### NOTICE OF NEGÖTIABLE NOTE SALE

#### \$60,000 00

## GENERAL OBLIGATION NOTES OF SUPERVISOR DISTRICT FOUR OF

#### CLAY COUNTY, MISSISSIPPI

Sealed proposals will be received by the Board of Supervisors of Clay County, Mississippi, acting on behalf of Supervisor District Four at the office of the Chancery Clerk of said Board in the Clay County Courthouse in West Point, Mississippi, until the hour of 9 00 o'clock A M on the 22nd day of June, 2017, at which time and in the Board of Supervisors room at said place all bids will be publicly opened for purchase at not less than par and accrued interest of the above notes of said County and Supervisor District.

Said notes are to bear the date of June 30, 2017, are to be denominations of \$12,000 00 each and shall bear interest at a rate or rates to be determined pursuant to sale of said negotiable notes, said notes to be payable on June 30th of each year, beginning June 30, 2018 Both principal and interest on said notes will be payable at a place designated by the purchaser subject to approval by the Board of Supervisors acting on behalf of Supervisor District Four There will be five separate notes of \$12,000 00 each with the first note maturing on June 30, 2018, the second note maturing on June 30, 2019, the third note maturing on June 30, 2020, the fourth note maturing on June 30, 2021, the fifth note maturing on June 30, 2022

Bidders for said notes, are requested to designate in their bids the price they will pay for notes bearing interest at a rate or rates to be designated in their bids. No note shall bear more than one (1) rate of interest, each note shall bear interest from its date to its stated maturity date at the interest rate specified in the bid, all notes of the same maturing shall bear the same rate of interest from date to maturity

Proposals should be addressed to the Board of Supervisor of Clay County acting on behalf of Supervisor District Four, should be plainly marked "Proposal for \$60,000 00 General Obligation Notes of Supervisor-District Four," and should be filed with the Clerk of said Board on or prior to the date and hour hereinabove named Each bid must be accompanied by a cashier's check, certified check, or exchange, payable to Clay County, Mississippi, in the amount of One Thousand Dollars (\$1,000 00) as a guaranty that the bidder will carry out his contract The amount of such good faith check shall be retained by the Board of Supervisors and shall be paid into the treasury of Clay County

The Board of Supervisors reserves the right to reject any or all bids

The obligation of the purchaser to purchase and pay for the Note is conditioned on the delivery at the time of settlement of the Note, of the following (1) the approving legal opinion of Angela Turner Ford, Note Counsel, to the effect that the Note constitutes a valid and legally binding obligation of Clay County Supervisor District Four payable from and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate or amount upon all the taxable property within the geographical limits of Clay County Supervisor District Four and to the effect that the interest on the Note is exempt from Federal and Mississippi income taxes under existing laws, regulations rulings and judicial decisions with such exceptions as shall be required by the Internal Revenue Code, and (2) the delivery of certificates in form and tenor satisfactory to Note Counsel evidencing the proper execution and delivery of the Note and receipt of payment therefor, including a statement of the County, dated as of the date of such delivery, to the effect that there is no litigation pending or, to

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the knowledge of the signer or signers thereof, threatened relating to the issuance, sale and delivery of the Note A copy of said approving legal opinion will appear on or accompany the Note

Delivery of the Notes will be made to the purchaser within sixty (60) days after the date of sale at a place to be designated by the purchaser and without cost to the purchaser

By order of the Board of Supervisors of Cläy County, Mississippi, acting on behalf of Supervisor District Four on this the 8th day of June, 2017

/s/ Amy G Berry

Amy G Berry, Clerk of the Board of Supervisors Acting on Behalf of Supervisor District Four, Clay County, Mississippi

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Publish June 11, 2017

## BANKFIRST

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A Better Way to'Bank 7342 Hwy 45 Alt N / P O Box 325 / West Point MS 39773

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10 BET7 2017 JUN 21 - PM 12-36

Clay County Board of Supervisors

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Bid for General Obligation Notes

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June 19, 2017

Clay County Board of Supervisors 205 Court St West Point, MS 39773

Re Bids for General Obligation Notes

Dear Board

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Thank you for allowing Bankfirst the opportunity to review your credit request for the construction of a community center in District Four This term sheet is a basic outline of the terms and conditions being offered

Borrower	Clay County Board of Supervisors
Loan Amount	Total Amount of \$60,000 – five (5) separate notes of \$12,000
Loan Purpose	Construction of Community Center in District Four
Collateral	Five (5) General Obligation Notes of \$12,000
Terms/ Rate	$1^{st}$ Note- One Year with Maturity at 7/30/2018 at a Rate of 2 29% $2^{nd}$ Note – Two Year with Maturity at 7/30/2019 at a Rate of 2 29% $3^{rd}$ Note – Three Year with Maturity at 7/30/2020 at a Rate of 2 29% $4^{th}$ Note – Four Year with Maturity at 7/30/2021 at a Rate of 2 29% $5^{th}$ Note – Five Year with Maturity at 7/30/2022 at a Rate of 2 29%
	All Rates are Tax Free
Conditions	Payments of interest on Each Note will be Due Annually

If you have any questions, or if you need any more information, please do not hesitate to call. Thanks again for allowing us to help with this endeavor

Sincerely, Bruff Sanders

President

bankfirstfs com

LOAN NUMBER	LOAN NAME	ACCT NUMBER	NOTE DATE	
1738714	CLAY COUNTY MS	C0020270	06/30/17	LBS
NOTE AMOUNT	INDEX (w/Margin)	RATE	MATURITY DATE	LOAN PURPOSE
\$12 000 00	Not Applicable	2 290%	05/30/18	Commercial
~		Creditor Use Only		

PROMISSOR # + Note (Commercial Sinj DATE AND PARTIES The date of this Promissory Note (Note) is June 30 2017 LENDER BANKFIRST FINANCIAL SERVICES 7342 Highway 45 Alt N P O Box 325 West Point, MS 39773 Telephone 662-494-1964 BORROWER CLAY COUNTY, MS 205 COURT STREET WEST POINT MS 39773 DEFINITIONS As used in this Note, the terms have the following meaning
 A Pronouns: rThe pronouns "I " "me," and "my" refer to each Borrower signing this note iccessors and assigns, and each other person or legal entity (including guarantors, endorsers and sureves) who agrees to pay this Note You-Leader any participants or syndicators, successors and assigns, or any person or company that acquires an interest in the Lean " refer to the B Note Note refers to this document, and any extensions renewals, modifications and substitutions of this Note C Loan Loan refers to this transaction generally including obligations and duties arising from the terms of all documents prepared or submitted for this transaction such as applications, security agreements disclosures or notes and this Note D Loan Documents Loan Documents refer to all the documents executed as a part of or in connection with the Loan E Property Property is any property real personal or intengible that secures my performance of the obligations of this Loan F Percent. Rates and rate change lumitations are expressed as annualized percentages G Dollar Amounts All dollar amounts will be payable in lawful money of the United States of America 2 PROMISE TO PAY For value received 1 promise to pay you or your order at your address or at such other location as you may designate the principal sum of \$12 000 00 (Principal) plus interest from June 30 2017 on the unpaid Principal balance until this Note matures or this obligation is accelerated 3 INTEREST Interest will accrue on the unpaid Principal balance of this Note at the rate of 2 290 percent (Interest Rate) A. Post-Maturity Interest. After maturity or acceleration interest will accrue on the unpaid Principal balance of this Note at the Interest Rate in effect from time to time until paid in full B Maximum interest Amount. Any amount assessed or collected as interest under the terms of this Note will be limited to the maximum lawful amount of interest allowed by applicable law. Amounts collected in excess of the maximum lawful amount will be applied first to the unpaid Principal balance. Any remainder will be refunded to me C Statutory Authority The amount assessed or collected on this Note is authorized by the Mississippi usury laws under Miss. Code Ann Title 75 Chapter 17 D Accrual Interest accrues using an Actual/350 days counting method 4 REMEDIAL CHARGES in addition to interest or other finance charges, 1 agree that I will pay these additional fees based on my method and pattern of

A. Late Charge. If a payment is more than 15 days late 1 will be charged 4 000 percent of the Unpaid Portion of Payment or \$5.00 whichever is greater However this charge will not be greater than \$50.00 I will pay this late charge promptly but only once for each late payment

5 PAYMENT | agree to pay this Note on demand, but if no demand is made | agree to pay this Note in a single payment of all unpaid Principal and accrued interest on June 30' 2018

Payments will be rounded to the nearest \$ 01 With the final payment I also agree to pay any additional fees or charges owing and the amount of any advances you have made to others on my behalf Payments scheduled to be paid on the 29th 30th or 31st day of a month that contains no such day will instead be made on the last day of such month

6 PREPAYMENT I may prepay this Loan in full or in part at any time. Any partial prepayment will not excuse any later scheduled payments until I pay in 秈赴

#### CLAY COUNTY MS

Mississippi Promissory Nota MS/4XXXXXXX0000000001180026062817N

Wolters Kluwer Financial Services @1996 2017 Bankers Systems\*\*

Incoals Pape 1



payment Additional remedial charges may be described elsewhere in this Note

7 LOAN PURPOSE The purpose of this Loan is CONSTRUCTION OF COMMUNITY CENTER IN DISTRICT FOUR.

8 ADDITIONAL TERMS WAIVER OF JURY TRIAL You agree that YOU WAIVE YOUR RIGHT TO A JURY TRIAL in any dispute with us Such disjutes may be tried before a judge only

JURISDICTION AND VENUE Any action or proceeding regarding your Note or your loan agreement must be brought in Mississippi state courts located in Lowndes County Mississippi or in the United States District Court for the Northern District of Mississippi if Federal jurisdiction applies. You submit to the personal jurisdiction of Mississippi – Note that any action or proceeding will be governed by and interpreted in accordance with Mississippi law as stated in the Applicable Law section of your Note.

9 SECURITY The Loan is secured by separate security instruments prepared together with this Note as follows

Document Name	Parties to Document	-	Date of Security Document
Security Agreement CLAY COUNTY MS	CLAY COUNTY MS		06/30/2017

10 LIMITATIONS ON CROSS COLLATERALIZATION The cross collateralization clause on any existing or future loan but not including this Loan is void and ineffective as to this Loan including any extension or refinancing

The Loan is not secured by a previously executed security instrument if a non possessory non purchase money security interest is created in household goods in connection with a consumer loan as those terms are defined by federal law governing unfair and deceptive credit practices. The Loan is not secured by a previously executed security instrument if you fail to fulfill any necessary requirements or fail to conform to any limitations of the Real Estate Settlement Procedures Act. (Regulation X) that are required for loans secured by the Property or if as a result, the other debt would become subject to Section 670 of the John Warner National Defense Authorization Act for Fiscal Year 2007

The Loan is not secured by a previously executed security instrument if you fail to fulfill any necessary requirements or fail to conform to any limitations of the Truth in Lending Act. (Regulation Z) that are required for loans secured by the Property

11 DEFAULT I understand that you may demand payment anytime at your discretion. For example, you may demand payment in full if any of the following -- events (known separately and collectively as an Event of Default) occur

A Payments I fail to make a payment in full when due

B Insolvency or Bankruptcy The death dissolution or insolvency of appointment of a receiver by or on behalf of application of any debtor relief law the assignment for the benefit of creditors by or on behalf of the voluntary or involuntary termination of existence by or the commencement of any proceeding under any present or future federal or state insolvency bankruptcy reorganization composition or debtor relief law by or against me or any co signer endorser surety or guarantor of this Note or any other obligations I have with you

C Failure to Perform I fail to perform any condition or to keep any promise or covenant of this Note

D Other Documents A default occurs under the terms of any other Loan Document

E Other Agreements I am in default on any other debt or agreement I have with you

F Misrepresentation I make any verbal or written statement or provide any financial information that is untrue inaccurate or nonceals a material fact at the time it is made or provided

G Judgment I fail to satisfy or appeal any judgment against me

H Forfeiture The Property is used in a manner or for a purpose that threatens confiscation by a legal authority

I Name Change I change my name or assume an additional name without notifying you before making such a change

J Property Transfer I transfer all or a substantial part of my money or property

K Property Value You determine in good faith that the value of the Property has declined or is impaired

L Insecurity You determine in good faith that a material adverse change has occurred in my financial condition from the conditions set forth in my most recent financial statement before the date of this Note or that the prospect for payment or performance of the Loan is impaired for any reason

12 DUE ON SALE OR ENCUMBRANCE You may at your option declare the entire balance of this Note to be immediately due and payable upon the creation of or contract for the creation of any lien encumbrance transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law as applicable.

13 WAIVERS AND CONSENT To the extent not prohibited by law I waive protest presentment for payment demand notice of acceleration notice of intent to accelerate and notice of dishonor

A Additional Waivers By Borrower In addition I and any party to this Note and Loan to the extent permitted by law consent to certain actions you may take and generally waive defenses that may be available based on these actions or based on the status of a party to this Note

(1) You may renew or extend payments on this Note regardless of the number of such renewals or extensions

(2) You may release any Borrower endorser guarantor surety accommodation maker of any other co-signer

(3) You may release substitute or impair any Property securing this Note

(4) You or any institution participating in this Note may invoke your right of set-off

(5) You may enter into any sales repurchases or participations of this Note to any person in any amounts and I waive notice of such sales repurchases or participations

(6) I agree that any of us signing this Note as a Borrowe is authorized to modify the terms of this Note or any instrument securing guarantying or relating to this Note

B No Waiver By Lender Your course of dealing or your forbearance from or delay in the exercise of any of your rights remedies, privileges or right to insist upon my strict performance of any provisions contained in this Note or any other Loan Document shall not be construed as a waiver by you unless any such waiver is in writing and is signed by you

14 REMEDIES After I default you may at your option do any one or more of the following

A Acceleration You may make all or any part of the amount owing by the terms of this Note immediately due

CLAY COUNTY MS

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Mississippi Promissory Note MS/4XXXXXXX0000000001180026062817N

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B Sources You may use any and all remedies you have under state or federal law or in any Loan Document

C Insurance Benefits You may make a claim for any and all insurance benefits or refunds that may be available on my default

D Payments Made On My Behalf Amounts advanced on my behalf will be immediately due and may be added to the balance owing under the terms of this Note and accrue interest at the highest post maturity interest rate

E Set Off You may use the right of set-off. This means you may set off any amount due and payable under the terms of this Note against any right I have to receive money from you

My right to receive money from you includes any deposit or share account balance I have with you any money owed to me on an item presented to you or in your possession for collection or exchange and any repurchase agreement or other non deposit obligation. Any amount due and payable under the terms of this Note means the total amount to which you are entitled to demand payment under the terms of this Note at the time you set off

Subject to any other written contract, if my right to receive money from you is also owned by someone who has not agreed to pay this Note, your right of set off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement.

Your right of set-off does not apply to an account or other obligation where my rights arise only in a representative capacity. It also does not apply to any individual Retirement Account or other tax-deferred retirement account

You will not be liable for the dishonor of any check when the dishonor occurs because you set-off against any of my accounts I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off

F Warver Except as otherwise required by law by choosing any one or more of these remedies you do not give up your right to use any other remedy You do not warve a default if you choose not to use a remedy. By electing not to use any remedy, you do not warve your right to later consider the event a default and to use any remedies if the default continues or occurs again.

15 COLLECTION EXPENSES AND ATTORNEYS FEES On or after the occurrence of an Event of Default to the extent permitted by iaw I agree to pay all expenses of collection enforcement or protection of your rights and remedies under this Note or any other Loan Document Expenses include but are not limited to attorneys fees court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Note. All fees and expenses will be secured by the Property I have granted to you if any in addition to the extent permitted by the United States Bankruptcy Code. I agree to pay the reasonable attorneys fees incurred by you to protect your rights and interests in connection with any bankruptcy proceedings initiated by or against me.

16 COMMISSIONS | understand and agree that you (or your affiliate) will earn commissions or fees on any insurance products and may earn such fees on other services that I buy through you or your affiliate

17 WARRANTIES AND REPRESENTATIONS I have the right and authority to enter into this Note. The execution and delivery of this Note will not violate any agreement governing me or to which I am a party

18 APPLICABLE LAW This Note is governed by the laws of Mississippi the United States of America and to the extent required by the laws of the jurisdiction where the Property is located except to the extent such state laws are preempted by federal law. In the event of a dispute the exclusive forum venue and place of jurisdiction will be in Mississippi unless otherwise required by law.

19 JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS My obligation to pay the Loan is independent of the obligation of any other person who has also agreed to pay it. You may successors and any other between the Loan or any number of us together to collect the Loan. Extending the Loan or new obligations under the Loan will not affect my duty under the Loan and I will still be obligated to pay the Loan. This Note shall inure to the benefit of and be enforceable by you and your successors and assigns and shall be binding upon and enforceable against me and my personal representatives successors heirs and assigns.

20 AMENDMENT INTEGRATION AND SEVERABILITY This Note may not be amended or modified by oral agreement. No amendment or modification of this Note is effective unless made in writing and executed by you and me. This Note and the other Loan Documents are the complete and final expression of the agreement. If any provision of this Note is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable. No present or future agreement securing any other debt I owe you will secure the payment of this Loan if with respect to this Ioan you fail to fulfill any necessary requirements or fail to conform to any limitations of the Truth in Lending Act (Regulation Z) or the Real Estate Settlement Procedures Act (Regulation X) that are required for Ioans secured by the Property or if as a result, this Loan would become subject to Section 670 of the John Warner National Defense Authorization Act for Fiscal Year 2007

21 INTERPRETATION Whenever used the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Note

22 NOTICE FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS Unless otherwise required by law any notice will be given by delivering it or mailing it by first class mail or via a nationally recognized overnight courier to the appropriate party's address listed in the DATE AND PARTIES section or to any other address designated in writing. Notice to one Borrower will be deemed to be notice to all Borrowers. I will inform you in writing of any change in my name address or other application information. I will provide you any correct and complete financial statements or other information you request. I agree to sign deliver and file any additional documents or certifications that you may consider necessary to perfect continue and preserve my obligations under this Loan and to confirm your lien status on any Property. Time is of the essence

23 CREDIT INFORMATION | agree to supply you with whatever information you reasonably request. You will make requests for this information without undue frequency and will give me reasonable time in which to supply the information

24 ERRORS AND OMISSIONS I agree if requested by you to fully cooperate in the correction if necessary in the reasonable discretion of you of any and all loan closing documents so that all documents accurately describe the loan between you and me I agree to assume all costs including by way of illustration and not limitation actual expenses legal fees and marketing losses for failing to reasonably comply with your requests within thirty (30) days

25 SIGNATURES By signing 1 agree to the terms contained in this Note 1 also acknowledge receipt of a copy of this Note

CLAY COUNTY MS Mississippi Promissory Note MS/4XXXXXXX0000000001180026062817N

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

CLAY COUNTY MS Mississippi Promissory Note MS/4XXXXXXX0000000001180026062917N

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Initials\_\_\_\_\_ Page 4 **....** 

DATE AND PARTIES The date of this Disbursement Authorization and Cash Payment Summary is June 30 2017 The parties and their addresses are

LENDER BANKFIRST FINANCIAL SERVICES

7342 Highway 45 Alt N P O Box 325 West Point, MS 39773 Telephone 662 494 1964

BORROWER CLAY COUNTY MS 205 COURT STREET WEST POINT MS 39773

#### Loan Number 1138714

1 DEFINITIONS As used in this Disbursement Authorization and Cash Payment Summary the terms have the following meanings

A Pronouns The pronouns I me and my refer to all Borrowers signing this Disbursement Authorization and Cash Payment Summary individually and together You and Your refer to the Lender

B Loan Loan refers to this transaction generally including obligations and duties arising from the terms of all documents prepared or submitted for this transaction such as applications security agreements disclosures or notes and this Disbursement Authorization and Cash Payment Summary

2 DISBURSEMENT SUMMARY The following summarizes the disbursements from the Loan

Loan	\$12	000 000
Cash Paid In	\$20.00	
Amount Contributed by Borrower	<b>\$0</b> 00	
Total Cash Received		\$20 00
Disbursed to Borrowers	\$12 000 00	
Disbursed to Lender	\$0 00	
Disbursed to Other Payees	\$20 00	
Total Amounts Disbursed	\$12	020 00
Amount Remaining To Be Disbursed		\$0 00
Undisbursed Fees/Charges		\$0 00

#### 3 DISBURSEMENT AUTHORIZATION I authorize you to disburse the following amounts from my Loan

DISBURSED TO	DATE	AMOUNT DISBURSED
Disbursements to Borrower		\$12 000 00
Check # payable to CLAY COUNTY MS	06/30/2017	\$12 000 00
Disbursements to Lender		\$0.00
Disbursements to third parties		\$0.00
TOTAL DISBURSED		\$12 000 00

4 CASH PAYMENT SUMMARY The following loan charges are cash payments collected prior to or at settlement

CLAY COUNTY MS Disbursement Authorization MS/4XXXXXXXX0000000001180026062817N

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DISBURSED TO	DATE		AMOUNT	DISBURSED
Cash Fees & Charges disbursed to third parties				\$20 00
PUBLIC OFFICIAL	06/30/2017		\$20.00	
Filing UCC		\$20.00 °L		
Items marked with an asterisk (,) have been pail	d outside of closing in whole or in part			
items marked with a (B) are paid by borrower i seller litems marked with a (L) are paid by lend third party				
TOTAL OF CASH PAYMENTS				\$20 00
1				
Amount remaining to be disbursed if any \$0.00				
I acknowledge receipt of a copy of this Disburseme	ant Authorization and Cash Payment Sur	nmary on June 30 2017		
BORROWER				
CLAY COUNTY MS				

CLAY COUNTY MS Debursement Authorization MS/4XXXXXXXX0000000001180026052817N

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Initials <u>Page 2</u>

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#### FACTS WHAT DOES BANKFIRST FINANCIAL SERVICES DO WITH YOUR PERSONAL INFORMATION?

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	DO WITH YOUR PERSONAL INFORMATION?					
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect share and protect your personal information. Please read this notice carefully to understand what we do					
What?	The types of personal information we collect and share depend on the product or service you have with us This information can include  Social Security number and Account Balances  Payment History and Credit History  Transaction History and Checking Account information When you are <i>no longer</i> our customer we continue to share your information as described in this notice					
How?						
Reasons we can sh	ar <del>e</del> your personal information	Does BankFirst Financial Services share?	Can you limit this sharing?			
For our everyday bu process your transac	isiness purposes – such as to tions maintain your account(s) irs and legal investigations, or		Can you limit this sharing?			
For our everyday bu process your transac respond to court order report to credit burea	isiness purposes – such as to tions maintain your account(s) irs and legal investigations, or	Services share?				
For our everyday bu process your transac respond to court order report to credit burea For our marketing p and services to you	isiness purposes – such as to tions maintain your account(s) irs and legal investigations, or us	Services share? YES	NO			
For our everyday bu process your transac respond to court order report to credit burea For our marketing p and services to you For joint marketing For our affiliates' ev	usiness purposes – such as to tions maintain your account(s) ers and legal investigations, or us urposes – to offer our products	Services share? YES YES	NO			
For our everyday bu process your transac respond to court order report to credit burea For our marketing p and services to you For joint marketing For our affiliates' ev information about you	usiness purposes – such as to tions maintain your account(s) ers and legal investigations, or us urposes – to offer our products with other financial companies eryday business purposes – ir transactions and experiences eryday business purposes –	YES YES	NO NO NO			

**Questions?** 

Call 662-726-6030 or go to www bankfirstfs com

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Page 2	
Whe we are	
Who is providing this notice?	BankFirst Financial Services, Macon MS 39341
What we do	
How does BankFirst Financial Services protect my personal information?	To protect your personal information from unauthorized access and use we use security measures that comply with federal law These measures include computer safeguards and secured files and buildings
How does BankFirst Financial Services collect my personal information?	<ul> <li>We collect your personal information for example when you</li> <li>Open an account or show your driver s license</li> <li>Deposit money or apply for a loan</li> <li>Use your credit or debit card</li> <li>We also collect your personal information from others such as credit bureaus or other companies</li> </ul>
Why can t I limit all sharing?	<ul> <li>Federal law gives you the right to limit only</li> <li>Sharing for affiliates everyday business purposes – information about your creditworthiness</li> <li>Affiliates from using your information to market to you</li> <li>Sharing for non-affiliates to market to you</li> <li>State laws and individual companies may give you additional rights to limit sharing</li> </ul>
Affiliates	Companies related by common ownership or control They can be financial and nonfinancial companies BankFirst Financial Services has no affiliates
Non-affiliates	Companies not related by common ownership or control They can be financial and nonfinancial companies BankFirst Financial Services does not share with non-affiliates so they can market to you
Joint marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you <i>Our joint marketing partners include Financial Service</i> <i>Providers and Insurance Providers</i>

#### Right to Request Specific Reasons for Credit Denial (Business Credit) (To be given at Time of Application)

BankFirst Financial Services P O Box 1248 Columbus, MS 39703

If your application for business credit is denied you have the right to a written statement of the specific reasons for the denial. To obtain this statement, please contact Ralph Carter at 900 Main Street, Columbus MS 39701, telephone number 662 243 7121 within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request for the statement

NOTICE The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race color religion national origin sex, marital status age (provided the applicant has the capacity to enter into a binding contract) because all or part of the applicant s income derives from any public assistance program or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act The Federal agency that administers compliance with this law concerning this creditor is

FEDERAL RESERVE BOARD Federal Reserve Consumer Help Center P O Box 1200 Minneapolis, Minnesota 55480

LOAN NUMBER	LOAN NAME	ACCT NUMBER	NOTE DATE	INITIALS
1138749	CLAY COUNTY MS	C0020270	06/30/17	LBS
NOTE AMOUNT	INDEX (w/Margin)	RATE	MATURITY DATE	LOAN PURPOSE
\$12 000 00	Not Applicable	2 290%	06/30/19	Commercial
	······	Creditor Use Only	<u> =</u>	<u> </u>
	Р	ROMISSORY NOT	E	
		(Commercial Single A		_
			oar #2	-
DATE AND PARTIES The	date of this Promissory Note (Note	) is lupe 30, 2017. The 1	HO HO	
			jaiv-	
LENDER				
BANKFIRST FINA	NCIAL SERVICES			
7342 Highway 45 Al	t N			
P O Box 325 West Point MS 397	70			
Telephone 662 494				
•				
BORROWER				
CLAY COUNTY N 205 COURT STREE				
WEST POINT MS 3				
DEFINITIONS As used in	n this Note the terms have the follo	owing meanings		
	ouns I me and my refer to			
	erson or legal entity (including gua			
Lender any participants of	r syndicators successors and assign	is or any person or comp		
B Note Note refers to th	is document and any extensions in	enewals modifications and succ	SCIENCIONS OF UNIS NORE	
	this transaction generally includin tions security agreements disclosi		g from the terms of all documents	prepared or submitted for I
D Loan Documents Loa	in Documents refer to all the docur	nents executed as a part of or m	connection with the Loan	
E Property Property is a	any property real personal or inta	ngible that secures my perform	nance of the obligations of this Loa	n
F Percent Rates and rate	e change limitations are expressed a	as annualized percentages		
C Dellas Americana All	dollar amounts will be navable in la	· · · · · · · · · · · · · · · · · · ·	<i></i>	

G Dollar Amounts All dollar amounts will be payable in lawful money of the United States of America

2 PROMISE TO PAY For value received I promise to pay you or your order at your address or at such other location as you may designate the principal sum of \$12 000 00 (Principal) plus interest from June 30 2017 on the unpaid Principal balance until this Note matures or this obligation is accelerated

3 INTEREST Interest will accrue on the unpaid Principal balance of this Note at the rate of 2 290 percent (Interest Rate)

A Post Maturity Interest After maturity or acceleration interest will accrue on the unpaid Principal balance of this Note at the Interest Rate in effect from time to time until paid in full

B Maximum Interest Amount Any amount assessed or collected as interest under the terms of this Note will be limited to the maximum lawful amount or interest allowed by applicable law Amounts collected in excess of the maximum lawful amount will be applied first to the unpaid Principal balance. An remainder will be refunded to me

C Statutory Authority The amount assessed or collected on this Note is authorized by the Mississippi usury laws under Miss Code Ann Title 75 Chapter 17

D Accrual Interest accrues using an Actual/360 days counting method

4 REMEDIAL CHARGES In addition to interest or other finance charges. I agree that I will pay these additional fees based on my method and pattern of payment. Additional remedial charges may be described elsewhere in this Note.

A Late Charge If a payment is more than 15 days late I will be charged 4 000 percent of the Unpaid Portion of Payment or \$5 00 whichever is greater However this charge will not be greater than \$50 00 i will pay this late charge promptly but only once for each late payment

5 PAYMENT I agree to pay this Note on demand, but if no demand is made. I agree to pay this Note in installments of accrued interest beginning June 30 2018 and then on the same day each year thereafter. I agree to pay the entire unpaid Principal and any accrued but unpaid interest on lune 30 2019

Payments will be rounded to the nearest \$ 01 With the final payment I also agree to pay any additional fees or charges owing and the emount of any advances you have made to others on my behalf. Payments scheduled to be paid on the 29th 30th or 31st day of a month that contains no such day will instead be made on the last day of such month.

CLAY COUNTY MS Mississippi Promissory Note MS/4XXXXXXX0000000001180025062817N

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V/ofters Kluwer Financial Services Ф1996 2017 Bankers Systems™



Each payment I make on this Note will be applied first to interest that is due, then to principal that is due, then to late charges that are due, and finally to any charges that I eve other than principal and interest. If you and I agree to a different application of payments we will describe our agreement on this Note. You may change how payments are applied in your sele discretion without notice to me. The actual amount of my final payment will depend on my payment record

S PREPAYMENT I may prepay this Loan in full or in part at any time. Any partial prepayment will not excuse any later scheduled payments until | pay in . full

7 LOAN PURPOSE The purpose of this Loan is CONSTRUCTION OF COMMUNITY CENTER IN DISTRICT FOUR

8 ADDITIONAL TERMS WAIVER OF JURY TRIAL You agree that YOU WAIVE YOUR RIGHT TO A JURY TRIAL in any dispute with us Such disputes may be triad before a judge only

JURISDICTION AND VENUE Any action or proceeding regarding your Note or your loan agreement must be brought in Mississippi state courts located in Lowndes County Mississippi or in the United States District Court for the Northern District of Mississippi if Federal jurisdiction applies. You submit to the personal jurisdiction of Mississippi. Note that any action or proceeding will be governed by and interpreted in accordance with Mississippi law as stated in the Applicable Law section of your Note.

9 SECURITY The Loan is secured by separate security instruments prepared together with this Note as follows

Document Name	Parties to Document	Date of Security Document
Security Agreement - CLAY COUNTY, MS	CLAY COUNTY MS	06/30/2017

10 LIMITATIONS ON CROSS-COLLATERALIZATION The cross-collateralization clause on any existing or future loan but not including this Loan is void and ineffective as to this Loan, including any extension or refinancing

The Loan is not secured by a previously executed security instrument if a non-possessory non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. The Loan is not secured by a previously executed security instrument if you fail to fulfill any necessary requirements or fail to conform to any limitations of the Real Estate Settlement Procedures Act, (Regulation X) that are required for loans secured by the Property or if as a result, the other debt would become subject to Section 670 of the John Warner National Defense Authorization Act for Fiscal Year 2007

The Loan is not secured by a previously executed security instrument if you fail to fulfill any necessary requirements or fail to conform to any lumitations of the Truth in Lending Act. (Regulation Z) that are required for loans secured by the Property

11 DEFAULT I understand that you may demand payment anytime at your discretion. For example, you may demand payment in full if any of the following events (known separately and collectively as an Event of Default) occur.

A. Payments I fail to make a payment in full when due.

B insolvency or Bankruptcy The death dissolution or insolvency of appointment of a receiver by or on behalf of application of any debtor relief law the assignment for the benefit of creditors by or on behalf of the voluntary or involuntary termination of existence by or the commencement of any proceeding under any present or future federal or state insolvency bankruptcy reorganization composition or debtor relief law by or against me or any co-signer endorser surely or guarantor of this Note or any other obligations I have with you

C. Failure to Perform 1 fail to perform any condition or to keep any promise or covenant of this Note

D Other Documents A default occurs under the terms of any other Loan Document

E Other Agreements. I am in default on any other debt or agreement I have with you

F Misrepresentation I make any verbal or written statement or provide any financial information that is untrue inaccurate or conceals a material fact at the time it is made or provided

G Judgment. I fail to satisfy or appeal any judgment against me

H Forfeiture The Property is used in a manner or for a purpose that threatens confiscation by a legal authority

1 Name Change I change my name or assume an additional name without notifying you before making such a change

J Proparty Transfer I transfer all or a substantial part of my money or property

K Property Value You determine in good faith that the value of the Property has declined or is impaired

L. Insecurity You determine in good faith that a material edverse change has occurred in my financial condition from the conditions set forth in my most recent financial statement before the date of this Note or that the prospect for payment or performance of the Loan is impaired for any reason

12 DUE ON SALE OR ENCLIMBRANCE You may at your option, declare the entire balance of this Note to be immediately due and payable upon the creation of or contract for the creation of, any lien encumbrance transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law as applicable

13 WAIVERS AND CONSENT To the extent not prohibited by law I waive protest presentment for payment, demand notice of acceleration notice of intent to accelerate and notice of dishonor

A Additional Waivers By Borrower In addition I and any party to this Note and Loan to the extent permitted by law consent to certain actions you may take and generally waive defenses that may be available based on these actions or based on the status of a party to this Note

(1) You may renew or extend payments on this Note regardless of the number of such renewals or extensions

(2) You may release any Borrower endorser guarantor surety accommodation maker or any other co-signer

(3) You may release substitute or impair any Property securing this Note

(4) You or any institution participating in this Note may invoke your right of set-off

(5) You may enter into any sales repurchases or participations of this Note to any person in any amounts and I waive notice of such sales repurchases or participations

(6) I agree that any of us signing this Note as a Borrower is authorized to modify the terms of this Note or any instrument securing, guarantying or relating to this Note

CLAY COUNTY MS

Mississippi Promissory Nata MS/4XXXXXXXX00000000001180026062817N

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B No Waiver By Lender Your course of dealing or your forbetarence from or delay in the exercise of any of your rights remedies privileges or right to insist upon my strict performance of any provisions contained in this Note or any other Loan Document, shall not be construed as a waiver by you unless any such waiver is in writing and is signed by you

14 REMEDIES After I default you may at your option do any one or more of the following

A Acceleration You may make all or any part of the amount owing by the terms of this Note immediately due

B Sources You may use any and all remedies you have under state or federal law or in any Loan Document

C Insurance Benefits You may make a claim for any and all insurance benefits or refunds that may be available on my default.

D Payments Made On My Bahalf Amounts advanced on my behalf will be immediately due and may be added to the balance owing under the terms of this Note and accrue interest at the highest post maturity interest rate

E Set-Off You may use the right of set-off. This means you may set-off any amount due and payable under the terms of this Note against any right I have to receive money from you

My right to receive money from you includes any deposit or share account balance I have with you any money owed to me on an item presented to you or in your possession for collection or exchange and any repurchase agreement or other non-deposit obligation "Any amount due and payable under the terms of this Note" means the total amount to which you are entitled to demand payment under the terms of this Note at the time you set-off

Subject to any other written contract, if my right to receive money from you is also owned by someone who has not agreed to pay this Note your right ( ) set off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement

Your right of set-off does not apply to an account or other obligation where my rights arise only in a representative capacity it elso does not apply to an individual Retirement Account or other tax-deferred retirement account

You will not be liable for the dishonor of any check when the dishonor occurs because you set-off against any of my accounts - I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off

F Waiver Except as otherwise required by law by choosing any one or more of these remedies you do not give up your right to use any other remedy You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

15 COLLECTION EXPENSES AND ATTORNEYS FEES On or after the occurrence of an Event of Default to the extent permitted by law I agree to pay all expenses of collection enforcement or protection of your rights and remedies under this Note or any other Loan Document Expenses include but are not limited to attorneys fees court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Note. All fees and expenses will be secured by the Property I have granted to you, if any In addition to the extent permitted by the United States Bankruptcy Code. I agree to pay the reasonable attorneys fees incurred by you to protect your rights and interests in connection with any bankruptcy proceedings initiated by or against me.

16 COMMISSIONS I understand and agree that you (or your affiliate) will earn commissions or fees on any insurance products and may earn such fees on other services that I buy through you or your affiliate

17 WARRANTIES AND REPRESENTATIONS I have the right and authority to enter into this Note. The execution and delivery of this Note will not violate any agreement governing me or to which I am a party.

18 APPLICABLE LAW This Note is governed by the laws of Mississippili the United States of Americal and to the extent required by the laws of the jurisdiction where the Property is located except to the extent such state laws are preempted by federal law. In the event of a dispute, the exclusive forum, venue and place of jurisdiction will be in Mississippili unless otherwise required by law.

19 JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS My obligation to pay the Loan is independent of the obligation of any other person who has also agreed to pay it. You may sue me alone or anyone else who is obligated on the Loan or any number of us together to collect the Loan Extending the Loan or new obligations under the Loan will not affect my duty under the Loan and I will still be obligated to pay the Loan. This Note shall inure to the benefit of and be enforceable by you and your successors and assigns and shall be binding upon and enforceable against me and my personal representatives successors heirs and assigns.

20 AMENDMENT INTEGRATION AND SEVERABILITY This Note may not be amended or modified by oral agreement. No amendment or modification of this Note is effective unless made in writing and executed by you and me. This Note and the other Loan Documents are the complete and final expression of the agreement. If any provision of this Note is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still the enforceable. No present or future agreement securing any other debt if owe you will secure the payment of this Loan if with respect to this loan, you fail to fulfill any necessary requirements or fail to conform to any limitations of the Truth in Lending Act (Regulation Z) or the Real Estate Settlement Procedures Act (Regulation X) that are required for loans secured by the Property or if as a result, this Loan would become subject to Section 670 of the John Warner National Defense Authorization Act for Fiscal Year 2007

21 INTERPRETATION Whenever used the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Note

22 NOTICE FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS Unless otherwise required by law any notice will be given by delivering it or mailing it by first class mail or via a nationally recognized overnight courier to the appropriate party's address listed in the DATE AND PARTIES section or to any other address designated in writing. Notice to one Borrower will be deemed to be notice to all Borrowers. I will inform you in writing of any change in my name address or other application information. I will provide you any correct and complete financial statements or other information you request. I agree to sign deliver and file any additional documents or certifications that you may consider necessary to perfect continue and preserve my obligations under this Loan and to confirm your hen status on any Property. Time is of the essence

23 CREDIT INFORMATION | agree to supply you with whatever information you reasonably request. You will make requests for this information without undue frequency and will give me reasonable time in which to supply the information

24 ERRORS AND OMISSIONS Lagree if requested by you to fully cooperate in the correction if necessary in the reasonable discretion of you of any and all loan closing documents so that all documents accurately describe the loan between you and me Li agree to assume all costs including by way of illustration and not limitation actual expenses legal fees and marketing losses for farling to reasonably comply with your requests within thirty (30) days

25 SIGNATURES By signing Lagree to the terms contained in this Note Latso acknowledge receipt of a copy of this Note

CLAY COUNTY MS Mississippi Promissory Note MS/4XXXXXXX0000000001180026052817N

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CLAY COUNTY MS

By\_\_\_\_\_Date SHELTON L DEANES PRESIDENT BOARD OF SUPERVISORS

CLAY COUNTY MS Mississippi Promissory Note MS/4XXXXXXX0000000001180026062817N

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Initials \_\_\_\_\_ Page 4

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DATE AND PARTIES The date of this Disbursement Authorization is June 30 2017 The parties and their addresses are

LENDER

BANKFIRST FINANCIAL SERVICES 7342 Highway 45 Alt N P O Box 325 West Point, MS 39773 Telephone, 7662-494-1964

BORROWER CLAY COUNTY, MS 205 COURT STREET WEST POINT MS 39773

Loan Number: 1138749

1 DEFINITIONS «As used in this Disbursement Authorization, the terms have the following meanings

A Pronouns. The pronouns "I" me and "my' refer to all Borrowers signing this Disburšement Authorization individually and together 'You" and "Your" refer to the Lender

<sup>1</sup><sup>1</sup> B Loan Loan" refers to this transaction generally including obligations and duties arising from the terms of all documents prepared or submitted for this transaction such as applications security agreements disclosures or notes and this Disbursement Authorization

2 DISBURSEMENT SUMMARY The following summarizes the disbursements from the Loan

Loan		\$12 000 00
Cash Paid In	\$0.00	
Amount Contributed by Borrower	\$0.00	
Total Cash Received		\$0.00
Disbursed to Borrowers	\$12 000 00	
Disbursed to Lender	\$0.02	
Disbursed to Other Payees	\$0.00	
Total Amounts Disbursed		\$12 000 00
Amount Remaining To Be Disbursed		\$0.00
Undisbursed Fees/Charges		\$0.00

3 DISBURSEMENT AUTHORIZATION I authorize you to disburse the following amounts from my Loan

DISBURSED TO	DATE	AMOUNT DISBURSED
Disbursements to Borrower		\$12,000 00 _
Check # payable to CLAY COUNTY MS	06/30/2017	\$12 000 00
Disbursements to Lender		\$0.00
Disbursements to third parties		<b>50 60</b> ,
TOTAL DISBURSED		\$12,000,00

Amount remaining to be disbursed if any \$0.00

CLAY COUNTY MS Disbursement Authorization MS/4XXXXXXXX0000000001180026062817N

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I acknowledge receipt of a copy of this Disbursement Authorization on June 30 2017

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CLAY COUNTY MS

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By \_\_\_\_\_ Data \_\_\_\_\_\_ Data \_\_\_\_\_ Data \_\_\_\_\_\_ Data \_\_\_\_\_ Data \_\_\_\_\_\_ Data \_\_\_\_\_

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CLAY COUNTY MS Disbursement Authorization MS/4XXXXXXXX0000000001198026062817N

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consumers the right to limit some l	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also, requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully 'to understand what we do		
<ul> <li>have with us This information car</li> <li>Social Security number an</li> <li>Payment History and Cred</li> <li>Transaction History and C</li> </ul>	<ul> <li>Transaction History and Checking Account information</li> <li>When you are no longer our customer, we continue to share your information as described in</li> </ul>		
All Financial companies need to share customer's personal information to run their everyday business. In the section below we list the reasons financial companies can share their customer's personal information, the reasons BankFirst Financial Services chooses to share and whether you can limit this sharing			
Reasons we can share your personal information	Does BankFirst Financial Services share?	Can you limit this sharing	
For our everyday business purposes – such as to process your transactions maintain your account(s) respond to court orders and legal investigations or report to credit bureaus	YES	NO	
For our marketing purposes – to offer our products and services to you	YES	NO	
For joint marketing with other financial companies	YES	NO	
For our affiliates' everyday business purposes – information about your transactions and experiences	NO	We do not share	
For our affiliates' everyday business purposes –	NO	We do not share	
information about your creditworthiness			

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## all 662-726-6030 or go to www bankfirstfs com

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Whe we are	
Who is providing this notice?	BankFirst Financial Services Macon MS 39341
What we do	
How does BankFirst Financial Services protect my personal information?	To protect your personal information from unauthorized access and use we use security measures that comply with federal law These measures include computer safeguards and secured files and buildings
How does BankFirst Financial Services collect my personal information?	<ul> <li>We collect your personal information for example when you</li> <li>Open an account or show your driver s license</li> <li>Deposit money or apply for a loan</li> <li>Use your credit or debit card</li> <li>We also collect your personal information from others such as credit bureaus or other companies</li> </ul>
Why can t I limit all sharing?	<ul> <li>Federal law gives you the right to limit only</li> <li>Sharing for affiliates everyday business purposes information about your creditworthiness</li> <li>Affiliates from using your information to market to you</li> <li>Sharing for non-affiliates to market to you</li> <li>State laws and individual companies may give you additional rights to limit sharing</li> </ul>
Definitions	
Affiliates	Companies related by common ownership or control They can be financial and nonfinancial companies BankFirst Financial Services has no affiliates
Non-affiliates	Companies not related by common ownership or control They can be financial and nonfinancial companies BankFirst Financial Services does not share with non-affiliates so they can market to you
Joint marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you <i>Our joint marketing partners include Financial Service</i> <i>Providers and Insurance Providers</i>

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Page 2

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LOAN NUMBER	LOAN NAME	ACCT NUMBER	NOTE DATE	INITIALS
1138773	CLAY COUNTY MS	C0020270	06/30/17	LBS
NOTE AMOUNT	INDEX (w/Margin)	RATE	MATURITY DATE	LOAN PURPOSE
\$12 000 00	Not Applicable	2 290%	06/30/20	Commercial
		Creditor Use Only		

#### PROMISSORY NOTE

(Commercial Single Advance)

DATE AND PARTIES The date of this Promissory Note (Note) is June 30 2017 The parties and their addresses are

LENDER

BANKFIRST FINANCIAL SERVICES 7342 Highway 45 Alt N P O Box 325 West Point, MS 39773 Telephone 662 494 1954

#### BORROWER

CLAY COUNTY, MS 205 COURT STREET WEST POINT MS 39773

1 DEFINITIONS As used in this Note the terms I A Pronouns The pronouns I ""me and ")

assigns and each other person or legal entity (in Lender any participants or syndicators, successors B Note Note refers to this document, and any ext

C Loan Loan refers to this transaction generally

- transaction such as applications security agreements
- D Loan Documents Loan Documents refer to all th
- E Property Property is any property real personal F Percent Rates and rate change limitations are expri-
- G Dollar Amounts All dollar amounts will be payable

2 PROMISE TO PAY For value received 1 promise to  $\dot{\beta}$  sum of \$12 000 00 (Principal) plus interest from June 30 20

3 INTEREST Interest will accrue on the unpaid Principal ba A. Post Maturity Interest After maturity or acceleration time to time until paid in full

B Maximum Interest Amount, Any amount assessed or c interest allowed by applicable law Amounts collected in exremainder will be refunded to me

C Statutory Authority The amount assessed or collected on this Note is authorized by the Mississippi usury laws under Miss Code Ann. Title 75 Chapter 17

D Accrual Interest accrues using an Actual/360 days counting method

4 REMEDIAL CHARGES in addition to interest or other finance charges i agree that i will pay these additional fees based on my method and pattern of payment. Additional remedial charges may be described elsewhere in this Note

A Late Charge If a payment is more than 15 days late 1 will be charged 4 000 percent of the Unpaid Portion of Payment or \$5.00 whichever is greater However this charge will not be greater than \$50.00 I will pay this late charge promptly but only once for each late payment

5 PAYMENT I agree to pay this Note on demand but if no demand is made I agree to pay this Note in installments of accrued interest beginning lune 30 2018 and then on the same day each year thereafter. I agree to pay the entire unpaid Principal and any accrued but unpaid interest on June 30 2020. Payments will be rounded to the nearest \$ 01. With the final payment I also agree to pay any additional faes or charges owing and the amount of any advances you have made to others on my behalf. Payments scheduled to be paid on the 29th 30th or 31st day of a month that contains no such day will instead be made on the last day of such month.

CLAY COUNTY MS Mississippi Promissory Note MS/4XXXXXXXXX000000001180026062817N

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Initials\_\_\_\_\_ Page 1





ether with their heirs successors and lote You and Your" refer to the ' Loan

nents prepared or submitted for this

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ans Note will be limited to the maximum lewful amount o

amount will be applied first to the unpaid Principal balance An

ou may designate, the principal lation is accelerated

linterest Rate in effect from

Each payment I make on this Note will be applied first to interest that is due then to principal that is due then to late charges that are due and finally to any charges that I owe other than principal and interest if you and I agree to a different application of payments we will describe our agreement on this Note. You may change how payments are applied in your sole discretion without notice to me. The actual amount of my final payment will depend on my payment record.

6 PREPAYMENT I may prepay this Loan in full or in part at any time. Any partial prepayment will not excuse any later scheduled payments until I pay in full

7 LOAN PURPOSE The purpose of this Loan is CONSTRUCTION OF COMMUNITY CENTER IN DISTRICT FOUR

8 ADDITIONAL TERMS "WAIVER OF JURY TRIAL, You agree that YOU WAIVE YOUR RIGHT TO A JURY TRIAL in any dispute with us Such disputes may be tried before a judge only

JURISDICTION AND VENUE Any action or proceeding regarding your Note or your loan agreement must be brought in Mississippi state courts located in Lowndes County Mississippi or in the Linited States District Court for the Northern District of Mississippi, if Federal Jurisdiction applies. You submit to the personal jurisdiction of Mississippi Note that any action or proceeding will be governed by and interpreted in accordance with Mississippi law as stated in the Applicable Law section of your Note

9 SECURITY The Loan is secured by separate security instruments prepared together with this Note as follows

Document Name	Parties to Document	Date of Security Document
Security Agreement CLAY COUNTY MS	CLAY COUNTY MS	06/30/2017

10. LIMITATIONS ON CROSS-COLLATERALIZATION The cross-collateralization clause on any existing or future loan but not including this Loan, is void and ineffective as to this Loan, including any extension or refinancing

The Loan is not secured by a previously executed security instrument if a non-possessory non-purchase money security interest is created in household goods" in connection with a "consumer loan" as those terms are defined by federal law governing unfair and deceptive credit practices. The Loan is not secured by a previously executed security instrument if you fail to fulfill any necessary requirements or fail to conform to any limitations of the Real Estate Sectionent Procedures Act, (Regulation X) that are required for loans secured by the Property or if as a result, the other debt would become subject to Section 670 of the John Warner National Defense Authorization Act for Fiscal Year 2007

The Loan is not secured by a previously executed security instrument if you fail to fulfill any necessary requirements or fail to conform to any limitations of the Truth in Lending Act, (Regulation Z) that are required for loans secured by the Property

11 DEFAULT I understand that you may demand payment anytime at your discretion. For example, you may demand payment in full if any of the following events (known separately and collectively as an Event of Default) occur

A Payments. I fail to make a payment in full when due

1.60

B insolvency or Bankruptcy The death dissolution or insolvency of appointment of a receiver by or on behalf of application of any debtor relief law the assignment for the benefit of creditors by or on behalf of the voluntary or involuntary termination of existence by or the commencement of any proceeding under any present or future federal or state insolvency bankruptcy reorganization composition or debtor relief law by or against me or any co-signer endorser surgety or guarantor of this Note or any other obligations I have with you

C Failure to Perform I fail to perform any condition or to keep any promise or covenant of this Note

D Other Documents A default occurs under the terms of any other Loan Document

E. Other Agreements. 1 am in default on any other debt or agreement I have with you.

F Misrepresentation. I make any verbal or written statement or provide any financial information that is untrue inaccurate or conceals a material fact at the time it is made or provided

G Judgment. I fail to satisfy or appeal any judgment against me

H Forfeiture - The Property is used in a manner or for a purpose that threatens confiscation by a legal authority

I Name Change.- I change my name or assume an additional name without notifying you before making such a change

J Property Transfer I transfer all or a substantial part of my money or property

K. Property Value. You determine in good faith that the value of the Property has declined or is impaired

L Insecurity You determine in good faith that a material adverse change has occurred in my financial condition from the conditions set forth in my most recent financial statement before the date of this Note or that the prospect for payment or performance of the Loan is impaired for any reason

12 DUE ON SALE OR ENCUMBRANCE You may at your option declare the entire balance of this Note to be immediately due and payable upon the creation of or contract for the creation of any lien encumbrance transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law as applicable.

13 WAIVERS AND CONSENT To the extent not prohibited by law I waive protest, presentment for payment demand notice of acceleration notice of intent to accelerate and notice of dishonor

A Additional Waivers By Borrower In addition 1 and any party to this Note and Loan to the extent permitted by law consent to certain actions you may take and generally waive defenses that may be available based on these actions or based on the status of a party to this Note

(1) You may renew or extend payments on this Note regardless of the number of such renewals or extensions

(2) You may release any Borrower endorser guarantor surety accommodation maker or any other co-signer

(3) You may release substitute or impair any Property securing this Note

(4) You or any institution participating in this Note may invoke your right of set-off

(5) You may enter into any sales, repurchases or participations of this Note to any person in any amounts and I waive notice of such sales repurchases or participations

(6) Hagree that any of us signing this Note as a Borrower is authorized to modify the terms of this Note or any instrument securing guarantying or relating to this Note

CLAY COUNTY MS

Mississippi Promissory Note MS/4XXXXXX0000000001180026062817N

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Initiats\_\_\_\_ Paga 2 B No Waiver By Lender Your course of dealing or your forbearance from or delay in the exercise of any of your rights remedies privileges or right to insist upon my strict performance of any provisions contained in this Note or any other Loan Document shall not be construed as a waiver by you unless any such waiver is in writing and is signed by you

14 REMEDIES After I default you may at your option do any one or more of the following

A Acceleration You may make all or any part of the amount owing by the terms of this Note immediately due

B Sources You may use any and all remedies you have under state or federal law or in any Loan Document

C Insurance Benefits You may make a claim for any and all insurance benefits or refunds that may be available on my default

D Payments Made On My Behalf Amounts advanced on my behalf will be immediately due and may be added to the balance owing under the terms of this Note and accrue interest at the highest post maturity interest rate

E Set-Off You may use the right of set-off. This means you may set off any amount due and payable under the terms of this Note against any right I have to receive money from you

My right to receive money from you includes any deposit or share account balance I have with you any money owed to me on an item presented to you or in your possession for collection or exchange and any repurchase agreement or other non-deposit obligation. Any amount due and payable under the terms of this Note means the total amount to which you are entitled to demand payment under the terms of this Note at the time you set-off

Subject to any other written contract, if my right to receive money from you is also owned by someone who has not agreed to pay this Note your right — set off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement

Your right of set off does not apply to an account or other obligation where my rights arise only in a representative capacity. It also does not apply to a individual Retirement Account or other tax-deferred retirement account

You will not be liable for the dishonor of any check when the dishonor occurs because you set off against any of my accounts - I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off

F Warver Except as otherwise required by law by choosing any one or more of these remedies you do not give up your right to use any other remedy You do not waive a default if you choose not to use a remedy By electing not to use any remedy you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again

15 COLLECTION EXPENSES AND ATTORNEYS FEES On or after the occurrence of an Event of Default to the extent permitted by law 1 agree to pay all expenses of collection enforcement or protection of your rights and remedies under this Note or any other Loan Document Expenses include but are not limited to attorneys fees court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Note. All fees and expenses will be secured by the Property I have granted to you if any. In addition to the extent permitted by the United States Bankruptcy Code. I agree to pay the reasonable attorneys fees incurred by you to protect your rights and interests in connection with any bankruptcy proceedings initiated by or against me.

16 COMMISSIONS I understand and agree that you (or your affiliate) will earn commissions or fees on any insurance products and may earn such fees on other services that I buy through you or your affiliate

17 WARRANTIES AND REPRESENTATIONS I have the right and authority to enter into this Note. The execution and delivery of this Note will not violate any agreement governing me or to which I am a party.

18 APPLICABLE LAW This Note is governed by the laws of Mississippi the United States of America and to the extent required by the laws of the jurisdiction where the Property is located except to the extent such state laws are preempted by federal law. In the event of a dispute, the exclusive forum, venue and place of jurisdiction will be in Mississippi, unless otherwise required by law.

19 JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS My obligation to pay the Loan is independent of the obligation of any other person who has also agreed to pay it. You may sue me alone or anyone else who is obligated on the Loan or any number of us together to collect the Loan. Extending the Loan or new obligations under the Loan will not affect my duty under the Loan and I will still be obligated to pay the Loan. This Note shall inure to the benefit of and be enforceable by you and your successors and assigns and shall be binding upon and enforceable against me and my personal representatives successors heirs and assigns.

20 AMENDMENT INTEGRATION AND SEVERABILITY This Note may not be amended or modified by oral agreement. No amendment or modification of this Note is effective unless made in writing and executed by you and me. This Note and the other Loan Documents are the complete and final expression r the agreement. If any provision of this Note is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still enforceable. No present or future agreement securing any other debt I owe you will secure the payment of this Loan if with respect to this loan you fail to fulfi any necessary requirements or fail to conform to any limitations of the Truth in Lending Act (Regulation Z) or the Real Estate Settlement Procedures A (Regulation X) that are required for loans secured by the Property or if as a result this Loan would become subject to Section 670 of the John Warner National Defense Authorization Act for Fiscal Year 2007

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22 NOTICE FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS Unless otherwise required by law any notice will be given by delivering it or mailing it by first class mail or via a nationally recognized overnight courier to the appropriate party's address listed in the DATE AND PARTIES section or to any other address designated in writing. Notice to one Borrower will be deemed to be notice to all Borrowers. I will inform you in writing of any change in my name address or other application information. I will provide you any correct and complete financial statements or other information you request. I agree to "gn deliver and file any additional documents or certifications that you may consider necessary to perfect continue and preserve my obligations under this Loan and to confirm your lien status on any Property. Time is of the essence

23 CREDIT INFORMATION I agree to supply you with whatever information you reasonably request. You will make requests for this information without undue frequency and will give me reasonable time in which to supply the information.

24 ERRORS AND OMISSIONS | agree if requested by you to fully cooperate in the correction if necessary in the reasonable discretion of you of any and all loan closing documents so that all documents accurately describe the loan between you and me | agree to assume all costs including by way of illustration and not limitation actual expenses legal fees and marketing losses for failing to reasonably comply with your requests within thirty (30) days

25 SIGNATURES By signing I agree to the terms contained in this Note I also acknowledge receipt of a copy of this Note

CLAY COUNTY MS Mississippi Promissory Note MS/4XXXXXXX0000000001180026062817N

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CLAY COUNTY MS

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DATE AND PARTIES The date of this Disbursement Authorization is June 30 2017 The parties and their addresses are

LENDER.

BANKFIRST FINANCIAL SERVICES 7342 Highway 45 Alt N P O Box 325 West Point MS 39773 Telephone 662 494 1964

BORROWER CLAY, COUNTY MS 205 COURT STREET WEST POINT IMS 39773

Loan Number 1138773

<sup>47</sup> DEFINITIONS As used in this Disbursement Authorization, the terms have the following meanings.

A Pronouns. The pronouns 'I' "me" and my refer to all Borrowers signing this Disbursement Authorization individually and together "You" and "Your refer to the Lender

B Loan "Loan refers to this transaction generally including obligations and duties arising from the terms of all documents prepared or submitted for this transaction such as applications security agreements disclosures or notes and this Disbursement Authorization

2 DISBURSEMENT SUMMARY The following summarizes the disbursements from the Loan

Loan	\$12 0	00 00
Cash Paid in	\$0.00	
Amount Contributed by Borrower	\$0.00	
Total Cash Received		\$0 00
Disbursed to Borrowers	\$12 000 00	
Disbursed to Lender	\$0.00	
Disbursed to Other Payees	\$0 00	
Total Amounts Disbursed	\$12.0	00 00
Amount Remaining To Be Disbursed		\$0 00
Undisbursed Fees/Charges		\$0 00

3 DISBURSEMENT AUTHORIZATION 1 authorize you to disburse the following amounts from my Loan

DISBURSED TO	DATE	AMOUNT DISBURSED
Disbursements to Borrower		\$12 000 00
Check # payable to CLAY COUNTY MS	05/30/2017	\$12 000 00
Disbursements to Lender		\$0.00
Disbursements to third parties		50 00
TOTAL DISBURSED		\$12 000 00

Amount remaining to be disbursed if any \$0.00

CLAY COUNTY MS Disbursement Authorization MS/4XXXXXXX0000000001180026062817N

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Lacknowledge receipt of a copy of this Disbursement Authorization on June 30 2017

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FACTS	WHAT DOES BANKFIRST FINANCIAL SERVICES DO WITH YOUR PERSONAL INFORMATION?		
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do		
What?	The types of personal information we collect and share depend on the product or service you have with us This information can include  Social Security number and Account Balances  Payment History and Credit History  Transaction History and Checking Account information When you are <i>no longer</i> our customer we continue to share your information as described in this notice		
How?	All Financial companies need to share customer's personal information to run their everyday business. In the section below we list the reasons financial companies can share their customer's personal information the reasons BankFirst Financial Services chooses to share and whether you can limit this sharing		
1 40.1	<u> </u>	9	
Reasons we can st	are your personal information	Does BankFirst Financial Services share?	Can you limit this sharing
For our everyday b	<b>usiness purposes</b> – such as to ctions maintain your account(s) ers and legal investigations or	Does BankFirst Financial	Can you limit this sharing NO
For our everyday b process your transac respond to court ord report to credit burea For our marketing	<b>usiness purposes</b> – such as to ctions maintain your account(s) ers and legal investigations or	Does BankFirst Financial Services share?	
For our everyday b process your transac respond to court ord report to credit burea For our marketing and services to you	are your personal information usiness purposes – such as to ctions maintain your account(s) ers and legal investigations or aus	Does BankFirst Financial Services share? YES	NO
For our everyday b process your transac respond to court ord report to credit burea For our marketing and services to you For joint marketing For our affiliates' e	usiness purposes – such as to ctions maintain your account(s) ers and legal investigations or aus	Does BankFirst Financial Services share? YES YES	NO
For our everyday b process your transac respond to court ord report to credit burea For our marketing and services to you For joint marketing For our affiliates' e information about you	are your personal information usiness purposes – such as to ctions maintain your account(s) ers and legal investigations or aus purposes – to offer our products	Does BankFirst Financial Services share? YES YES YES	NO NO NO

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Who we are	
Who is providing this notice?	BankFirst Financial Services Macon MS 39341
What we do	
How does BankFirst Financial Services protect my personal information?	To protect your personal information from unauthorized access and use we use security measures that comply with federal law These measures include computer safeguards and secured files and buildings
How does BankFirst Financial Services collect my personal information?	<ul> <li>We collect your personal information for example when you</li> <li>Open an account or show your driver's license</li> <li>Deposit money or apply for a loan</li> <li>Use your credit or debit card</li> <li>We also collect your personal information from others, such as credit bureaus or other companies</li> </ul>
Why can t I limit all sharing?	<ul> <li>Federal law gives you the right to limit only</li> <li>Sharing for affiliates everyday business purposes – information about your creditworthiness</li> <li>Affiliates from using your information to market to you</li> <li>Sharing for non-affiliates to market to you</li> <li>State laws and individual companies may give you additional rights to limit sharing</li> </ul>
Definitions	
Affiliates	Companies related by common ownership or control They can be financial and nonfinancial companies BankFirst Financial Services has no affiliates
Non-affiliates	Companies not related by common ownership or control They can be financial and nonfinancial companies BankFirst Financial Services does not share with non-affiliates so they can market to you
Joint marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you <ul> <li>Our joint marketing partners include Financial Service Providers and Insurance Providers</li> </ul>

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LOAN NUMBER 1138781 NOTE AMOUNT	LOAN NAME CLAY COUNTY MS INDEX (w/Margin)	ACCT NUMBER C0020270 RATE	NOTE DATE 06/30/17 MATURITY DATE	INITIALS LBS LOAN PURPOSE
\$12 000 00	Not Applicable	2 290% Creditor Use Only	06/30/21	Commercial
		ROMISSORY NOT	E	
ATE AND PARTIES The d	ate of this Promissory Note (Note			
LENDER BANKFIRST FINAN 7342 Highway 45 Alt P O Box 325 West Point MS 3977 Telephone 662 494	N 3	Loam t	54	
BORROWER CLAY COUNTY M 205 COURT STREET WEST POINT MS 39	-			
DEFINITIONS As used in A Pronouns The pronou	this Note the terms have the follouins_I me and my refer to	•		heirs successors and
assigns and each other per	son or legal entity (including gua syndicators successors and assign	rantor		id Your refer to th
	s document and any extensions re his transaction generally including	1		or submitted for the
transaction such as applicati	ons security agreements disclosu	ires or		for submitted for this
	Documents refer to all the docum ny property real personal or intai	·	meet of the obligations of this I are	
	change limitations are expressed a		ince of the obligations of this Loat	•
G Dollar Amounts All de	ollar amounts will be payable in la	wful money of the United States	of America	
PROMISE TO PAY For v m of \$12 000 00 (Principal) p	alue <b>received I promi</b> se to pay yo olus i <b>ntere</b> st from June 30 2017 or	ou or your order at your addre n the unpaid Principal balance u	ss or at such other location as yo ntil this Note matures or this oblig	u may designate the principa ation is accelerated
	crue on the unpaid Principal balan			
A Post Maturity Interest time to time until paid in fu	After maturity or acceleration in II	iterest will accrue on the unpaid	Principal balance of this Note at i	he Interest Rate in effect from
B Maximum Interest Amo interest allowed by applicab remainder will be refunded to	unt Any amount assessed or coll le law Amounts collected in exc o me	llacted as interest under the term tess of the maximum lawful am	is of this Note will be limited to the out out out will be applied first to the u	ie maximum lawful amount o npaid Principal balance An
C Statutory Authority TI 17	he amount assessed or collected or	this Note is authorized by the f	Mississippi usury laws under Miss	Code Ann Title 75 Chapter
	s using an Actual/360 days countri			
yment Additional remedial o	n addition to interest or other fin- harges may be described elsewher	e in this Note		
A Late Charge If a paym However this charge will no	ent is more than 15 days late 1 w of be greater than \$50.00 I will p	All be charged 4 000 percent of any this late charge promptly but	the Unpaid Portion of Payment of only once for each late payment	r \$5 00 whichever is greater
PAYMENT I agree to pay 18 and then on the same day of	this Note on demand but if no de each year thereafter I agree to pa	emand is made 1 agree to pay t y the entire unpaid Principal and	his Note in installments of accrue I any accrued but unpaid interest of	d inte est beginning June 30 m June 30 2021
yments will be rounded to the	nearest \$ 01 With the final pay behalf Payments scheduled to be	ment I also agree to pay any ad	ditional fees or charges owing an	d the amount of any advances
AY COUNTY MS sissippi Promissory Note				initials
/4XXXXXXXX00000000011800		_	1996 2017 Bankers Systems™	Page 1



Each payment I make on this Note will be applied first to interest that is due then to principal that is due then to late charges that are due and finally to any charges that I owe other than principal and interest. If you and I agree to a different application of payments we will describe our agreement on this Note. You may change how payments are applied in your sole discretion without notice to me. The actual amount of my final payment will depend on my payment record.

14

6 PREPAYMENT I may prepay this Loan in full or in part at any time. Any partial prepayment will not excuse any later scheduled payments until I pay in failt

7 LOANIPURPOSE The purpose of this Loan is CONSTRUCTION OF COMMUNITY CENTER IN DISTRICT FOUR

8 ADDITIONAL TERMS WAIVER OF JURY TRIAL You agree that YOU WAIVE YOUR RIGHT TO A JURY TRIAL to any dispute with us Such disputes may be tried before a judge only

JURISDICTION AND VENUE Any action or proceeding regarding your Note or your loan agreement must be brought in Mississippi state courts located in Lowndes County Mississippi or in the United States District Court for the Northern District of Mississippi if Federal jurisdiction applies You submit to the personal jurisdiction of Mississippi Note that any action or proceeding will be governed by and interpreted in accordance with Mississippi law as stated in the Applicable Law section of your Note

9 SECURITY The Loan is secured by separate security instruments prepared together with this Note as follows

Document Name	Parties to Document	Date of Security Document
Security Agreement CLAY COUNTY MS	CLAY COUNTY MS	06/30/2017

10. LIMITATIONS ON CROSS-COLLATERALIZATION The cross-collateralization clause on any existing or future loan but not including this Loan, is void and ineffective as to this Loan including any extension or refinancing

The Loan is not secured by a previously executed security instrument if a non-passessory non-purchase money security interest is created in household goods in connection with a consumer loan " as those terms are defined by federal law governing unfair and deceptive credit practices. The Loan is not secured by a previously executed security instrument if you fail to fulfill any necessary requirements or fail to conform to any limitations of the Real Estate Settlement Procedures Act, (Regulation X) that are required for loans secured by the Property or if as a result the other debt would become subject to Section 670 of the John Warner National Defense Authorization Act for Fiscal Year 2007

The Loan is not secured by a previously executed security instrument if you fail to fulfill any necessary requirements or fail to conform to any limitations of the in Truth in Lending Act, (Regulation Z) that are required for loans secured by the Property

11 DEFAULT I understand that you may demand payment anytime at your discretion For example you may demand payment in full if any of the following events (known separately and collectively as an Event of Default) occur

A Payments I fail to make a payment in full when due

B Insolvency or Bankruptcy The death dissolution or insolvency of appointment of a receiver by or on behalf of application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of the voluntary, or involuntary termination of existence by or the commencement of any proceeding under any present or future federal or state insolvency bankruptcy reorganization composition or debtor relief law by or against me or any co-signer endorser surely or guarantor of this Note or any other obligations I have with you

C Failure to Perform I fail to perform any condition or to keep any promise or covenant of this Note

D Other Documents A default occurs under the terms of any other Loan Document

E Other Agreements I am in default on any other debt or agreement I have with you

F Misrepresentation | make any verbal or written statement or provide any financial information that is untrue inaccurate or conceals a material fact at the time it is made or provided .

G Judgment +I fail to satisfy or appeal any judgment against me

H Forfetture The Property is used in a manner or for a purpose that threatens confiscation by a legal authority

I Name Change I change my name or assume an additional name without notifying you before making such a change

J Property Transfer I transfer all or a substantial part of my money or property

K Property Value - You determine in good faith that the value of the Property has declined or is impaired

L. Insecurity You determine in good faith that a material adverse change has occurred in my financial condition from the conditions set forth in my most recent financial statement before the date of this Note or that the prospect for payment or performance of the Loan is impaired for any reason

12 DUE ON SALE OR/ENCUMBRANCE. You may at your option declare the entire balance of this Note to be immediately due and payable upon the creation of or contract for the creation of any lien encumbrance transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law as applicable

13 WAIVERS AND CONSENT To the extent not prohibited by law I warve protest, presentment for payment, demand notice of acceleration notice of intent to accelerate and notice of dishonor

A. Additional Waivers By Borrower In addition, I and any party to this Note and Loan to the extent permitted by law consent to certain actions you may take and generally waive defenses that may be available based on these actions or based on the status of a party to this Note

(1) You may renew or extend payments on this Note regardless of the number of such renewals or extensions

(2) You may release any Borrower endorser guarantor surety accommodation maker or any other co-signer

(3) You may release substitute or impair any Property securing this Note

(4) You or any institution participating in this Note may invoke your right of set-off

(5) You may enter into any sales repurchases or participations of this Note to any person in any amounts and I waive notice of such sales repurchases or participations.

(6) I agree that any of us signing this Note as a Borrower is authorized to modify the terms of this Note or any instrument securing guarantying or relating to this Note

CLAY COUNTY MS

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B No Waiver By Lender Your course of dealing or your forbearance from or delay in the exercise of any of your rights remedies privileges or right to insist upon my strict performance of any provisions contained in this Note or any other Loan Document shall not be construed as a waiver by you unless any such waiver is in writing and is signed by you

14 REMEDIES After I default you may at your option do any one or more of the following

A Acceleration You may make all or any part of the amount owing by the terms of this Note immediately due

B Sources' You may use any and all remedies you have under state or federal law or in any Loan Document

C Insurance Benefits You may make a claim for any and all insurance benefits or refunds that may be available on my default

D Payments Made On My Behalf Amounts advanced on my behalf will be immediately due and may be added to the balance owing under the terms of this Note and accrue interest at the highest post maturity interest rate

E Set Off You may use the right of set-off. This means you may set-off any amount due and payable under the terms of this Note against any right I have to receive money from you.

My right to receive money from you includes any deposit or share account balance I have with you any money owed to me on an item presented to you or in your possession for collection or exchange and any repurchase agreement or other non-deposit obligation. Any amount due and payable under the terms of this Note means the total amount to which you are entitled to demand payment under the terms of this Note at the time you set-off

Subject to any other written contract, if my right to receive money from you is also owned by someone who has not agreed to pay this Note your right c set off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement.

Your right of set-off does not apply to an account or other obligation where my rights arise only in a representative capacity lit also does not apply to an Individual Retirement Account or other tax-deferred retirement account

You will not be liable for the dishonor of any check when the dishonor occurs because you set-off against any of my accounts 1 agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off

F Waiver Except as otherwise required by law by choosing any one or more of these remedies you do not give up your right to use any other remedy. You do not valve a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

15 COLLECTION EXPENSES AND ATTORNEYS FEES On or after the occurrence of an Event of Default, to the extent permitted by law 1 agree to pay all expenses of collection enforcement or protection of your rights and remedies under this Note or any other Loan Document. Expenses include but are not limited to attorneys fees, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Note. All fees and expenses will be secured by the Property I have granted to you, If any in addition to the extent permitted by the United States Benkruptcy Code. Lagree to pay the reasonable attorneys fees incurred by you to protect your rights and interests in connection with any bankruptcy proceedings initiated by or egainst me

15 COMMISSIONS , I understand and agree that you (or your affiliate) will earn commissions or fees on any insurance products and may earn such fees on other services that I buy through you or your affiliate

17 WARRANTIES AND REPRESENTATIONS , I have the right and authority to enter into this Note. The execution and delivery of this Note will not violate any agreement governing me or to which I am a party.

18 APPLICABLE LAW This Note is governed by the laws of Mississippi the United States of America and to the extent required by the laws of the Jurisdiction where the Property is located except to the extent such state laws are preempted by federal law. In the event of a dispute, the exclusive forum, venue and place of jurisdiction will be in Mississippi, unless otherwise required by law.

19 JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS My obligation to pay the Loan is independent of the obligation of any other person who has also agreed to pay it. You may sue me alone or anyone else who is obligated on the Loan or any number of us together to collect the Loan Extending the Loan or new obligations under the Loan, will not affect my duty under the Loan and I will still be obligated to pay the Loan. This Note shall intra to the benefit of and be enforceable by you and your successors and assigns and shall be binding upon and enforceable against me and my personal representatives successors here and assigns.

20 AMENDMENT, INTEGRATION AND SEVERABILITY This Note may not be amended or modified by oral agreement in No amendment or modification of this Note is effective unless made in writing and executed by you and me. This Note and the other Loan Documents are the complete and final expression of the agreement. If any provision of this Note is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still the enforceable. No present or future agreement securing any other debt I owe you will secure the payment of this Loan if with respect to this loan, you fail to fulfing any necessary requirements or fail to conform to any limitations of the Truth in Lending Act (Regulation Z) or the Real Estate Settlement Procedures Act (Regulation X) that are required for loans secured by the Property or if as a result, this Loan would become subject to Section 670 of the John Warner National Defense Authorization Act for Fiscal Year 2007.

21 INTERPRETATION Whenever used the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Note

22 NOTICE FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS Unless otherwise required by law any notice will be given by delivering it or mailing it by first class mail or via a nationally recognized overnight courier to the appropriate party's address listed in the DATE AND PARTIES section or to any other address designated in writing. Notice to one Borrower will be deemed to be notice to all Borrowers. I will inform you in writing of any change in my name address or other application information. I will provide you any correct and complete financial statements or other information you request. I agree to sign deliver and file any additional documents or certifications that you may consider necessary to perfect continue and preserve my obligations under this Loan and to confirm your lien status on any Property. Time is of the essence

23 CREDIT INFORMATION I agree to supply you with whatever information you reasonably request. You will make requests for this information without undue frequency and will give me reasonable time in which to supply the information

24 ERRORS AND OMISSIONS I agree if requested by you to fully cooperate in the correction if necessary in the reasonable discretion of you of any and all loan closing documents so that all documents accurately describe the loan between you and me i agree to assume all costs including by way of illustration and not limitation actual expenses legal fees and marketing losses for failing to reasonably comply with your requests within thirty (30) days

25 SIGNATURES By signing I agree to the terms contained in this Note I also acknowledge receipt of a copy of this Note

CLAY COUNTY MS Mississippi Premissery Note MS/4XXXXXXX0000000001180026052817N

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CLAY COUNTY MS

By\_\_\_\_\_Date SHELTON L DEANES PRESIDENT BOARD OF SUPERVISORS

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CLAY COUNTY (MS Mississippi Promissory Note MS/4XXXXXXXXXXX00000000001180026062817N

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#### DATE AND PARTIES The date of this Disbursement Authorization is June 30 2017 The parties and their addresses are

LENDER

BANKFIRST FINANCIAL SERVICES 7342 Highway 45 Alt N P O Box 325 West Point MS 39773 Telephone 662 494 1964

BORROWER CLAY COUNTY, MS 205 COURT STREET WEST POINT MS 39773

#### Loan Number 1138781

#### 1 DEFINITIONS As used in this Disbursement Authorization the terms have the following, meanings

A. Pronouns The pronouns 'I" me" and "my" refer to all Borrowers signing this Disbursement Authorization individually and together "You" and Your refer to the Lender

B Loan "Loan" refers to this transaction generally including obligations and duties arising from the terms of all documents prepared or submitted for this transaction such as applications, security agreements, disclosures or notes, and this Distursement Authorization

### 2 DISBURSEMENT SUMMARY The following summarizes the disbursements from the Loan

Loan	, '\$12.0	00 00
Cash Paid In	<b>\$0.00</b>	
Amount Contributed by Borrower	\$0.00	
Total Cash Received	:	<b>\$0</b> 00
Disbursed to Borrowers	\$12,000.00	
Disbursed to Lender	\$0.00	
Disbursed to Other Payees	\$0.00	
Total Amounts Disbursed	\$12 0	00 00
Amount Remaining To Be Disbursed	~ !	\$0 00
Undisbursed Fees/Charges		\$0.00

#### 3 DISBURSEMENT AUTHORIZATION I authorize you to disburse the following amounts from my Loan

DISBURSED TO	DATE	AMOUNT DISBURSED
Disbursements to Barrower		\$12,000 00
Check # payable to CLAY COUNTY MS	06/30/2017	\$12 000 00
Disbursements to Lender		\$0.00
Disbursements to third parties		\$0.00
TOTAL DISBURSED		\$12,000,00

Amount remaining to be disbursed if any \$0.00

CLAY COUNTY MS Distursement Authorization MS/4XXXXXXXX0000000001180026062817N

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Lacknowledge receipt of a copy of this Disbursement Authorization on June 30 2017

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By\_\_\_\_\_\_Date SHELTON L DEANES PRESIDENT BOARD OF SUPERVISORS

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CLAY COUNTY MS Disbursement Authenzation MS/OCXXXXXXX0000000001180026062817N

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FACTS	WHAT DOES BANKFIRST FINANCIAL SERVICES DO WITH YOUR PERSONAL INFORMATION?				
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect share and protect your personal information. Please read this notice carefully to understand what we do				
What?	<ul> <li>have with us This information can</li> <li>Social Security number an</li> <li>Payment History and Cred</li> <li>Transaction History and C</li> </ul>	<ul> <li>Transaction History and Checking Account information</li> <li>When you are <i>no longer</i> our customer we continue to share your information as described in</li> </ul>			
How?	Ail Financial companies need to share customer's personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customer's personal information, the reasons BankFirst Financial Services chooses to share, and whether you can limit this sharing				
Reasons we can s	Reasons we can share your personal information Reasons we can share your personal information Services share? Can you limit this sharing?				
process your transa respond to court or	For our everyday business purposes – such as to process your transactions maintain your account(s) YES NO respond to court orders and legal investigations or report to credit bureaus				
For our marketing purposes - to offer our products and services to you		YES	NO		
For joint marketing with other financial companies		YES	NO ,		
For our affiliates' everyday business purposes – NO We do not share We do not share			We do not share		
	everyday business purposes – our creditworthiness	NO	We do not share		
For non-affiliates to market to you NO We do not share			We do not share		
Questions? Call 662 726-6030 or go to www/bankfirstfs com					

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Who we are	
Who is providing this notice?	BankFirst Financial Services, Macon, MS 39341
What we do	
How does BankFirst Financial Services	To protect your personal information from unauthorized access and use we use security measures that comply with federal law These measures include computer safeguards and secured files and buildings
How does BankFirst Financial Services collect my personal information?	<ul> <li>We collect your personal information for example when you</li> <li>Open an account or show your driver's license</li> <li>Deposit money or apply for a loan</li> <li>Use your credit or debit card</li> <li>We also collect your personal information from others, such as credit bureaus or other companies</li> </ul>
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LOAN NUMBER	LOAN NAME	ACCT NUMBER	NOTE DATE	INITIALS
1138802	CLAY COUNTY MS	C0020270	06/30/17	LBS
NOTE AMOUNT	INDEX (w/Margin)	RATE	MATURITY DATE	LOAN PURPOSE
\$12 000 00	Not Applicable	2 290%	06/30/22	Commercial
		Creditor Use Only		
	■ is a here a			
	P	ROMISSORY NOT		
		(Commercial Single Advance)	· · · · · · · · · · · · · · · · · · ·	
LENDER	173 Der		and their addresses are *	-
BORROWER CLAY COUNTY M 205 COURT STREE WEST POINT MS	T 39773			
DEFINITIONS As used i				
A Pronouns The prono assigns and each other pro- Lender any participants o	erson or legal		, <u>,</u>	ith their heirs successors and You and Your refer to th
B Note Note refers to th	•		Note	
C Loan Loan refers to transaction such as application			of all documents	prepared or submitted for this
D Loan Documents Lo	an Documents		the Loan	
E Property Property is	any property		pations of this Loa	n
F Percent Rates and rat	e change limits			
G Dollar Amounts All	dollar amounts			
	value received I promise to pay y plus interest from June 30 2017 of			
	iccrue on the unpaid Principal balar			
	t After maturity or acceleration i		•	the Interest Rate in effect from
	nount Any amount assessed or co able law Amounts collected in ex d to me			
C. Statutory Authority	The amount assessed or collected o	n this Note is authorized by the	Mississinni usury laws under Miss	Code Ann. Title 75. Chante

C Statutory Authority The amount assessed or collected on this Note is authorized by the Mississippi usury laws under Miss Code Ann Title 75 Chapter 17

D Accrual Interest accrues using an Actual/360 days counting method

4 REMEDIAL CHARGES In addition to interest or other finance charges I agree that I will pay these additional fees based on my method and pattern of payment. Additional remedial charges may be described elsewhere in this Note

A Late Charge If a payment is more than 15 days late I will be charged 4 000 percent of the Unpaid Portion of Payment or \$5 00 whichever is greater However this charge will not be greater than \$50 00 I will pay this late charge promptly but only once for each late payment

5 PAYMENT I agree to pay this Note on demand, but if no demand is made I agree to pay this Note in installments of accrued interest beginning June 30 2018 and then on the same day each year thereafter. I agree to pay the entire unpaid Principal and any accrued but unpaid interest on June 30 2022 Payments will be rounded to the nearest \$ 01. With the final payment I also agree to pay any additional fees or charges owing and the amount of any advances

Payments will be rounded to the nearest \$ 01 With the final payment I also agree to pay any additional fees or charges owing and the amount of any advances you have made to others on my behalf. Payments scheduled to be paid on the 29th 30th or 31st day of a month that contains no such day will instead be made on the last day of such month.

CLAY COUNTY MS Mississippi Promissory Note MS/4XXXXXXX00000000001180026062817N

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Each payment I make on this Note will be applied first to interest that is due, then to principal that is due, then to late charges that are due, and finally to any charges that I owe other than principal and interest. If you and I agree to a different application of payments, we will describe our agreement on this Note. You may change how payments are applied in your sole discretion without notice to me. The actual amount of my final payment will depend on my payment record.

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8 ADDITIONAL TERMS WAIVER OF JURY TRIAL You agree that YOU WAIVE YOUR RIGHT TO A JURY TRIAL in any dispute with us Such disputes may be tried before a judge only

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C Failure to Perform I fail to perform any condition or to keep any promise or covenant of this Note

D Other Documents A default occurs under the terms of any other Loan Document

E Other Agreements I am in default on any other debt or agreement I have with you

F Misrepresentation | make any verbal or written statement or provide any financial information that is untrue inaccurate or conceals a material fact at the time it is made or provided

G Judgment i fail to satisfy or appeal any judgment against me

H Forfeiture The Property is used in a manner or for a purpose that threatens confiscation by a legal authority

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K Property Value You determine in good faith that the value of the Property has declined or is impaired

L Insecurity You determine in good faith that a material adverse change has occurred in my financial condition from the conditions set forth in my most recent financial statement before the date of this Note or that the prospect for payment or performance of the Loan is impaired for any reason

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13 WAIVERS AND CONSENT To the extent not prohibited by law I waive protest presentment for payment demand notice of acceleration notice of intent to accelerate and notice of dishonor

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(2) You may release any Borrower endorser guarantor surety accommodation maker or any other co-signer

(3) You may release substitute or impair any Property securing this Note

(4) You or any institution participating in this Note may invoke your right of set off

(5) You may enter into any sales repurchases or participations of this Note to any person in any amounts and I waive notice of such sales repurchases or participations

(6) I agree that any of us signing this Note as a Borrower is authorized to modify the terms of this Note or any instrument securing guarantying or relating to this Note

CLAY COUNTY MS

Mississippi Promissory Note MS/4XXXXXXX0000000001180026062817N

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Initials \_\_\_\_\_ Page 2 B No Walver By Lender Your course of dealing or your forbearance from or delay in the exercise of any of your rights remedies privileges or right to insist upon my strict performance of any provisions contained in this Note or any other Loan Document, shall not be construed as a waiver by you unless any such walver is in writing and is signed by you

14 REMEDIES\_After I default you may at your option do any one or more of the following

A Acceleration You may make all or any part of the amount owing by the terms of this Note immediately due

B Sources You may use any and all remedies you have under state or federal law or in any Lean Document

C Insurance Benefits You may make a claim for any and all insurance benefits or refunds that may be available on my default

D Payments Made On My/Behalf Amounts advanced on my behalf will be immediately due and may be added to the balance owing under the terms of this Note and accrue interest at the highest post-maturity interest rate

E Set-Off You may use the right of set-off This means you may set-off any amount due and payable under the terms of this Note against any right I have to receive money from you

My right to receive money from you includes any deposit or share account balance I have with you any money owed to me on an item presented to you or in your possession for collection or exchange and any repurchase agreement or other non-deposit obligation — Any amount due and payable under the terms of this Note" means the total amount to which you are entitled to demand payment under the terms of this Note at the time you set-off

Subject to any other written contract, if my right to receive money from you is also owned by someone who has not agreed to pay this Note your right ( set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement.

Your right of set-off does not apply to an account or other obligation where my rights arise only in a representative capacity. It also does not apply to an individual Retirement Account or other tax-deferred retirement account

You will not be liable for the dishonor of any check when the dishonor occurs because you set-off against any of my accounts - i agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off

F Waiver Except as otherwise required by law by choosing any one or more of these remedies you do not give up your right to use any other remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

15 COLLECTION EXPENSES AND ATTORNEYS FEES On or after the occurrence of an Event of Default to the extent permitted by law i agree to pay all expenses of collection enforcement or protection of your rights and remedies under this Note or any other Loan Document Expenses include but are not limited to attorneys fees court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Note. All fees and expenses will be secured by the Property I have granted to you if any in addition to the extent permitted by the United States Bankruptcy Code. I agree to pay the reasonable attorneys fees incurred by you to protect your rights and interests in connection with any bankruptcy proceedings initiated by or against me

16 COMMISSIONS I understand and agree that you (or your affiliate) will earn commissions or fees on any insurance products and may earn such fees on other services that I buy through you or your affiliate

17 WARRANTIES AND REPRESENTATIONS I have the right and authority to enter into this Note. The execution and delivery of this Note will not violate any agreement governing me or to which I am a party

18 APPLICABLE LAW This Note is governed by the laws of Mississippi the United States of America and to the extent required by the laws of, the Jurisdiction where the Property is located jexcept to the extent such state laws are preempted by federal law. In the event of a dispute the exclusive forum venue and place of jurisdiction will be in Mississippi unless otherwise required by law

19 JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS My obligation to pay the Loan is independent of the obligation of any other person who has also agreed to pay it. You may sue me alone or anyone else who is obligated on the Loan or any number of us together to collect the Loan. Extending the Loan or new obligations under the Loan will not affect my duty under the Loan and I will still be obligated to pay the Loan. This Note shall imme to the benefit of and be enforceable by you and your successors and assigns and shall be binding upon and enforceable against me and my personal representatives successors, heirs and assigns

20 AMENDMENT, INTEGRATION AND SEVERABILITY This Note may not be amended or modified by oral agreement. No amendment or modification of this Note is effective unless made in writing and executed by you and me This Note and the other Loan Documents are the complete and final expression c - the agreement. If any provision of this Note is unenforceable, then the unenforceable provision will be severed and the remaining provisions, will, still t enforceable. No present or future agreement securing any other debt I owe you will secure the payment of this Loan if; with respect to this loan, you fail to fulfil any necessary requirements or fail to conform to any limitations of the Truth in Lending Act (Regulation Z) or the Real Estate Settlement Procedures At (Regulation X) that are required for loans secured by the Property or if as a result, this Loan would become subject to Section 570 of the John Warner National Defense Authorization Act for Fiscal Year 2007

21 INTERPRETATION Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only ε id are not to be used to interpret or define the terms of this Note.

22 NOTICE FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS Unless otherwise required by law any notice will be given by delivering it or mailing it by first class mail or via a nationally recognized overnight courier to the appropriate party's address listed in the DATE AND PARTIES section or to any other address designated in writing. Notice to give Borrower will be deemed to be notice to all Borrowers. I will inform you in writing of, any charge in my name address or other application information. I will provide you any correct and complete financial statements or other information you request. I agree to sign deliver and file any additional documents or certifications that you may consider necessary to perfect continue and preserve my obligations under this Loan and to confirm your lien status on any Property. Time is of the essence

23 CREDIT INFORMATION 1 agree to supply you with whatever information you reasonably request. You will make requests for this information without undue frequency and will give me reasonable time in which to supply the information.

24 ERRORS AND OMISSIONS i agree if requested by you to fully cooperate in the correction if necessary in the reasonable discretion of you of any and all loan closing documents so that all documents accurately describe the loan between you and me i agree to assume all costs including by way of illustration and not limitation actual expenses legal fees and marketing losses for failing to reasonably comply with your requests within thirty (30) days

25 SIGNATURES By signing Lagree to the terms contained in this Note Latso acknowledge receipt of a copy of this Note

CLAY COUNTY MS Mississippi Promissory Note MS/4XXXXXXXXX000000001190026062817N

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CLAY COUNTY MS

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By \_\_\_\_\_ Date SHELTON L DEANES PRESIDENT BOARD OF SUPERVISORS

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CLAY COUNTY MS Mississippi Promissory Nota MS/4XXXXXXX000000001160026062817N

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Initials \_\_\_\_\_ Page 4 -

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DATE AND PARTIES The date of this Disbursement Authorization is June 30 2017 The parties and their addresses are

LENDER

BANKFIRST FINANCIAL SERVICES 7342 Highway 45 Alt N P O Box 325 West Point, MS 39773 Telephone: 662-494 1964

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BORROWER CLAY COUNTY, MS 205 COURT STREET WEST POINT MS 39773

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Loan Number 1138802

1 DEFINITIONS As used in this Disbursement Authorization, the terms have the following meanings

A Pronouns The pranouns "I" me and "my" refer to all Borrowers signing this Disbursement Authorization individually and together "You" and "You" refer to the Lender

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B Loan "Loan refers to this transaction generally including obligations and duties arising from the terms of all documents prepared or submitted for this transaction such as applications security agreements disclosures or notes and this Disbursement Authorization

2 DISBURSEMENT SUMMARY The following summarizes the disbursements from the Loan

	\$12 000 00
\$0.00	
\$0.00	
	\$0.00
\$12,000.00	
\$0.00	
\$0:00	
	\$12 000 00
	\$0.00
	\$0.00
	\$0 Q0 \$12,000 00 \$0 Q0

3 DISBURSEMENT AUTHORIZATION I authorize you to disburse the following amounts from my Loan

DISBURSED TO	DATE	AMOUNT DISBURSED
Disbursements to Borrower		\$12 000 00
Check # payable to CLAY COUNTY MS	06/30/2017	\$12 000 00
Disbursements to Lender		\$0.00
Disbursements to third parties		\$0.00
TOTAL DISBURSED		\$12 000 00

Amount remaining to be disbursed if any \$0.00

CLAY COUNTY MS Disbursement Authorization MS/4XXXXXXXX0000000001180026052817N

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Lacknowledge receipt of a copy of this Disbursement Authorization on June 30 2017

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#### BORROWER

CLAY COUNTY MS

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By\_\_\_\_\_\_Date SHELTON L DEANES PRESIDENT BOARD OF SUPERVISORS

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CLAY COUNTY MS Disbursoment Authorization MS/4XXXXXXXX0000000001180026052817N

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FACIS	WHAT DOES BANKFIRST F DO WITH YOUR PERSONA		
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect share and protect your personal information. Please read this notice carefully to understand what we do		
What?	The types of personal information we have with us This information can "Social Security number and "Payment History and Cred "Transaction History and Ch When you are <i>no longer</i> our custor this notice	i include d Account Balances it History hecking Account information	
How?	All Financial companies need to sh business In the section below we	list the reasons financial con	npanies can share their
ا <u>ــــــــــــــــــــــــــــــــــــ</u>	customer's personal information th and whether you can limit this shar	ne reasons BankFirst Financia ring	al Services chooses to share
	customer's personal information th and whether you can limit this shar hare your personal information	ing Does BankFirst Financial	
Reasons we can s For our everyday I process your transa respond to court ord	and whether you can limit this shar hare your personal information pusiness purposes – such as to ctions maintain your account(s), lers and legal investigations or	ing	
For our everyday to recess your transa respond to court or report to credit bure For our marketing	and whether you can limit this shar hare your personal information pusiness purposes – such as to ctions maintain your account(s), lers and legal investigations or	Does BankFirst Financial Services share?	Can you limit this sharing
Reasons we can s For our everyday I process your transa respond to court or report to credit bure For our marketing and services to you	and whether you can limit this shar hare your personal information pusiness purposes – such as to ctions maintain your account(s), lers and legal investigations or aus	Does BankFirst Financial Services share? YES	Can you limit this sharing? NO
Reasons we can s For our everyday to process your transa respond to court ord report to credit bure For our marketing and services to you For joint marketing For our affiliates' e	and whether you can limit this shar hare your personal information ousiness purposes – such as to ctions maintain your account(s), lers and legal investigations or aus purposes – to offer our products	Poes BankFirst Financial Services share? YES YES	Can you limit this sharing? NO NO
Reasons we can s For our everyday to process your transa respond to court ord report to credit bure For our marketing and services to you For joint marketing For our affiliates' en formation about you	and whether you can limit this shar hare your personal information business purposes – such as to ctions maintain your account(s), lers and legal investigations or aus purposes – to offer our products i with other financial companies veryday business purposes –	Poes BankFirst Financial Services share? YES YES YES	Can you limit this sharing? NO NO

## Call 662-726-6030 or go to www bankfirstfs com

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Who we are	
Who is providing this notice?	BankFirst Financial Services Macon, MS 39341
What we do	
How does BankFirst Financial Services protect my personal information?	To protect your personal information from unauthorized access and use we use security measures that comply with federal law These measures include computer safeguards and secured files and buildings
How does BankFirst Financial Services collect my personal information?	<ul> <li>We collect your personal information for example when you</li> <li>Open an account or show your driver's license</li> <li>Deposit money or apply for a loan</li> <li>Use your credit or debit card</li> <li>We also collect your personal information from others such as credit bureaus or other companies</li> </ul>
Why can t I limit all sharing?	<ul> <li>Federal law gives you the right to limit only</li> <li>Sharing for affiliates everyday business purposes – information about your creditworthiness</li> <li>Affiliates from using your information to market to you</li> <li>Sharing for non-affiliates to market to you</li> <li>State laws and individual companies may give you additional rights to limit sharing</li> </ul>
Definitions	
Affiliates	Companies related by common ownership or control 'They can be financial and nonfinancial companies BankFirst Financial Services has no affiliates
Non-affiliates	Companies not related by common ownership or control They can be financial and nonfinancial companies BankFirst Financial Services does not share with non-affiliated so they can market to you
Joint marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you <i>Our joint marketing partners include Financial Service</i> <i>Providers and Insurance Providers</i>

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# IN THE MATTER OF AUTHORIZING AND APPROVING THE TOMBIGBEE RIVER VALLEY WATER MANAGEMENT TO CLEAN OUT HOG PEN CREEK A TRIBUTARY OF HOULKA CREEK

\_There came on this day for consideration the matter of authorizing and approving the Tombigbee River Valley Water Management District to clean out Hog Pen Creek a tributary of Houlka Creek.

It appears to this Board Supervisor Deanes is requesting this Board's consideration and assistance in authorizing the TRVWMD to clean out the debris and drifts from a portion of Hog Pen Creek as located in Section 21, Township 15 South, and Range 5 East and as attached hereto as Exhibit A, and,

It appears to this Board that if immediate attention is not given to this project the bridge will be closed and the general public will be inconvenienced, and,-

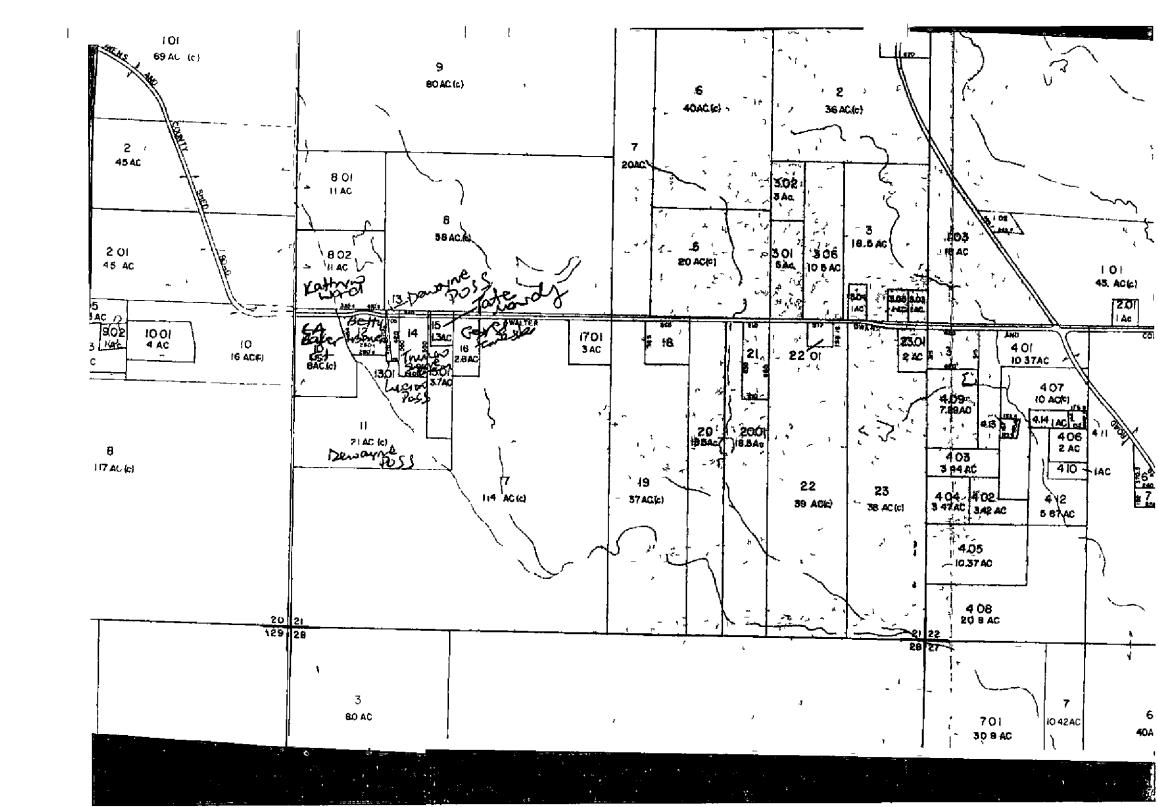
It appears to this Board Clay County, Mississippi is without sufficient resources to perform such tasks

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Clay County, Mississippi, that the Tombigbee River Valley Water Management District has been authorized and designated to perform the above stated task in Clay County as within their means to do so

After motion by Shelton Deanes and second by Lynn Horton with all members of the Board present voting "Aye", the President declared the motion carried and the resolution adopted

SO ORDERED this the  $22^{nd}$  day of June, 2017

President



### 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 R B Davis and second by Lynn Horton this Board doth vote unanimously to go into closed session

SO ORDERED this the 22<sup>nd</sup> day of June, 2017

President

IN THE MATTER OF GOING FROM CLOSED SESSION TO EXECUTIVE SESSION TO DISCUSS THE POTENTIAL ACQUISITION OF PROPERTY AND A MATTER OF POTENTIAL LITIGATION AS ALLOWED UNDER SECTION 25-41-7 OF THE MISSISSIPPI CODE

NO

There came on this day for consideration the matter of going from closed session to executive session to discuss the potential acquisition of property and a matter of potential litigation 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 the potential acquisition of property and a matter of potential litigation as allowed under Section 25-41-7 of the Mississippi Code

SO ORDERED this the  $22^{nd}$  day of June, 2017

President

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

There came on this day for consideration the matter of coming out of Executive Session.

After motion by Luke Lummus and second by R B Davis this Board doth vote unanimously to authorize and approve to come out of Executive Session

SO ORDERED this the 22<sup>nd</sup> day of June, 2017

President

## IN THE MATTER OF AUTHORIZING SUPERVISOR LUMMUS TO MAKE AN OFFER ON BEHALF OF THIS BOARD ON A PIECE OF PROPERTY

There came on this day for consideration the matter of authorizing Supervisor Lummus to make an offer on behalf of this Board on a piece of property

It appears to this Board there is a lot this board is interested in purchasing as located on Main Street and the said property has been appraised by Zepponni Appraisal Services which has been reviewed by this Board and the Board's legal Counsel, and

It appears to this Board at this time it is in the best interest of the County to move forward by making an offer at the appraised value of the property

After motion by R. B Davis and second by Lynn Horton this Board doth vote unanimously to authorize Supervisor Lummus to make an offer on the Main Street property at the appraised valued

SO ORDERED this the 22<sup>nd</sup> day of June, 2017

President

After motion by R B Davis and second by Joe Chandler this Board doth vote unanimously to adjourn until Wednesday, July 5, 2017, at 9 00 a.m at the Clay County Courthouse

SO ORDERED this the 22<sup>nd</sup> day of June, 2017

President