BE IT REMEMBERED that the Board of Supervisors of Clay County, Mississippi, met at the Courthouse in West Point, MS, on the 5th day of July, 2017, at 9 00 a m, and present were Lynn Horton, Luke Lummus, R B Davis, Shelton Deanes, President, and Joe A 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,

# IN THE MATTER OF ADOPTING AND AMENDING THE AGENDA FOR THE BOARD OF SUPERVISORS MEETING HELD ON JULY 5, 2017

NO

There came on this day for consideration the matter of adopting and amending the agenda for the Board of Supervisors meeting held on July 5, 2017

It appears to this Board the following items should be added to the agenda for further discussion and consideration by this Board

 Angela Turner Ford regarding updating the Board on the documents received from AFLAC on the Cafeteria Plan

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

SO ORDERED this the 5th day of July, 2017

#### Clay County Board of Supervisors Agenda for Board Meeting Held Wednesday, July 5, 2017 at 9 00 a.m

•	Call to Order
٠	Welcome and Prayer
Y	Adopt and Amend the Agenda
•	Authorize and Approve the Claims Docket for payment
X	Authorize and approve payment to Randy Jones as Flood Plain Coordinator for invoice in the amount of \$ 472 00 for the month of June 2017
V	Parge Lamkin
Λ	Present the Real and Personal Roll for year 2017 for the Board to Inspect, Equalize, and Approve
<b>\</b>	Request to certify to Department of Revenue the Tax Assessor/Collector's timely submission of the Real and Personal Roll for year 2017 with the Board Request consideration of Tax Exempt status
$\Lambda$	Anly Berry
( )	Request authority to advertise the Real and Personal Rolls are open for inspection  Consider the Copier proposal for Court room No 2
•	Treva Hodge
	Authority to travel for two (2) Dispatchers to attend educational sessions in Tupelo July 17 and July 18
V	Update on BC/BS
1	Consider the petition of Mustafa Mateen Ibnquinn Family to establish a private family demetery
•	Consider the request of the Constables to travel to Vicksburg to attend the Constables Association Board Meeting
٥	Recess until Thursday, July 27th, at 9 00 a.m
	GTRPDD Advisory Board Meeting at 10 30 in Courtroom Thursday, July 6th
	Amendments

NO		
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#### IN THE MATTER OF APPROVING THE CLAIMS DOCKET

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

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

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

SO ORDERED this the 5th day of July, 2017

NO
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# IN THE MATTER OF AUTHORIZING PAYMENT TO THE CLAY COUNTY FLOOD PLAIN COORDINATOR, RANDY JONES

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

It appears to this Board an invoice in the amount of \$ 472 00 has been presented for payment as attached hereto as Exhibit A for Flood Plain Coordinator services rendered for the month of June 2017

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

SO ORDERED this the 5th day of July, 2017

#### Invoice for: Clay County Floodplain Administration June 5, 2017 – July 5, 2017

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

ITEM	'HOURS	_ *MILEAGE	TOTAL
06/06/17 Conference, research, travel Riverchase Drive, West Point, MS 39773	10@\$1500=\$1500		
	1 0 @ \$30 00 <b>=\$3</b> 0 00	See Attachment	\$45 00
06/14/17 Research, travel, reprint file Carl Daniels, Herman Shirley Road, West	2 0 @ \$15 00=\$30 00		
Point, MS 39773	2 0 @ \$30 00=\$60 00	See Attachment	\$45 00
"15/17 Conference, research, travel, letter Rosa & Tim Lee, 144 Lyles Road,	10@\$1500=\$1500	-	
antse, MS 39751	1 0 @ \$30 00=\$30 00	See Attachment	<b>\$</b> 45 00
v/22/17 Travel, inspection, letter Michael Collums Neida Drive, West Point, MS	10@\$1500=\$1500		
)773	0 5 @ \$30 00=\$15 00	See Attachment	<b>5</b> 30 00
06/30/17 Travel, inspection, letter Bryan & Jennifer Alexander 667 Waterway	10@\$1500=\$1500	=	
Drive, West Point, MS 39773	1 0 @ \$30 00=\$30 00	See Attachment	\$45 00
06/30/17 Travel, inspection, letter Prestage Farms, Highway 45A South, West	1 0 @ \$15 00=\$15 00		
Point, MS 39773	1 0 @ \$30 00=\$30 00	See Attachment	\$45 00
06/01/17 - 07/05/17 Driving time, copies for Board of Supervisors, Tax Assessor	6.2 @ \$15 00=\$93 00		
Property Owners, MEMA, preparation for CRS, and prepare reports for Supervisors	2.0 @ \$30 00=\$60 00	133 4 @ <b>\$</b> 0 48= <b>\$</b> 64 00	\$217 00
TOTALS	\$408.00	\$64 00	\$472.00

<sup>&</sup>lt;sup>1</sup> Driving time for county floodplain administration billed at half technical/sesearch rate. Copies of correspondence, research, and letters are attached.

Respectfully Submitted

Please mail to

RWJ Consulting, LLC

PO Box 1284

West Point, Mississippi 39773

RWJ/ŋ Encl as

NO	
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# IN THE MATTER OF REAL AND PERSONAL ASSESSMENT ROLLS OF CLAY COUNTY FOR YEAR 2017

There came on this day to be considered by the Board of Supervisors of Clay County, Mississippi the matter of equalizing assessments of real and personal property for the year 2017, and the Board affirmatively finds and adjudicates the Paige Lamkin, Tax Assessor/Collector of Clay County, has completed and filed the 2017 real and personal assessment rolls of Clay County, Mississippi, and in accordance with the provisions of Section 27-35-81, of the Mississippi Code Annotated, has delivered the said rolls timely in legal form to the Clerk of the Board of Supervisors of this County on or before the First Monday of July 4, 2017, and that the said Assessor has made and appended to said real and personal rolls the affidavit in the form as attached hereto as Exhibit A, and as provided by law

NOW THEREFORE, after motion by Lynn Horton and second by Luke Lummus this Board doth vote unanimously that the Tax Assessor/Collector has filed the Real and Personal Assessment Rolls of the said County on or before the first Monday of July 2017 and this Board has equalized the same rolls therein contained and find the said rolls to be true and correct and agree to open the said rolls to the public for inspection and any person who believes their property to not be valued correctly should file an objection in writing with the Clerk on or before the first, Monday, in August 2017

SO ORDERED this the 5th day of July, 2017

STATE OF MISSISSIPPI Clay County,

## ORDER OF THE BOARD OF SUPERVISORS RE REAL AND PERSONAL PROPERTY ASSESSMENT ROLLS

This day came on to be considered by the Board of Supervisors of Clay County, the matter of the assessment of personal property for the year 2017 and of real property for the year 2017 and it appearing affirmatively to this Board that Paige Lamkin, Tax Assessor of said County has completed the assessment of both real and personal property for the said year that the said assessor filed the real and personal property assessment rolls with the Clerk of this Board of Supervisors on or before the 5th of July 2017 as provided by law, and that said assessor made an affidavit and appended it to each of said rolls, that said affidavit showed that he/she has faithfully endeavored to ascertain and assess all the persons and property in said r, that he/she did not omit any person or thing, and did not place upon, or accept, an under-valuation of any property through fear, favor pr ity that he/she required every taxpayer to make the oath required to be taken by the person rendering a list of his/her taxable property ра ver possible that the assessor filed with the rolls, under oath a list showing the name of every taxpayer who failed or refused to make oath to his/her tax list, that this Board of Supervisor, immediately at its July 5, 2017 meeting proceeded to equalize the said rolls and has completed such equalization at least ten (10) days before its August 7, 2017 meeting That said Tax Assessor attended the meeting of this Board of Supervisors while it was considering said assessments of persons and property from day to day, and that he/she rendered all assistance which his/her knowledge and information enabled him/her to give, and that at the said meeting, this Board of Supervisors did then and there cause to be assessed all persons and things found to be omitted from said rolls and caused to be correctly valued all property found to be under-valued, that this Board carefully examined the land roll and saw that it embraced all the land in said county, and that it represented said lands as being the property of individuals or the State, or the United States, according to the fact, that it was taxable or not taxable according to law, that all such property is correctly described so as to be identified with certainty that there are no double assessments that all land improperly omitted from the real property rolls has been added thereto by the Board of Supervisors, or under its direction that all land incorrectly and insufficiently described has been properly described that all land which was not classed correctly or was under-valued has been classified and valued properly, that all corrections have been made in said rolls and that all things required by law, have been done

IT IS THEREFORE, ORDERED by the Board of Supervisors of the said County that the said assessment rolls, and the assessments therein contained be and they are hereby approved, with corrections, subject to the right of parties in interest to be heard on all objections hereafter made by them and subject to further changes and corrections by this Board, as Authorized by law

It is further ordered by this Board of Supervisors that a notice be posted at the Courthouse or Courthouses, in said County, and be Published in Daily Times Leader, a newspaper published at West Point Mississippi, notifying the public and taxpayers of said county

- 1 That the said assessment rolls, so equalized are ready for inspection and examination, and
- This Board will be in session for the purpose of hearing objections to the said assessments which may be filed at the Courthouse in the City of West Point, said county and state on the 7<sup>th</sup> day, of August, 2017 and
- \_\_3 This Board will remain in session from day to day until all obligations, lawfully filed, shall have been disposed of and all proper corrections have been made in the roll

It is rurther ordered by this Board that notice shall be given to the public and to the taxpayers of said county in the following form

#### "PUBLIC NOTICE"

#### TO THE PUBLIC AND TO THE TAXPAYERS OF CLAY COUNTY, MISSISSIPPI

"You are hereby notified that the real and personal property assessment rolls of the above named county for the year 2017 have been equalized according to law and that said rolls are ready for inspection and examination and that any objections to said rolls or any assessment therein contained shall be made in writing and filed with the Clerk of the Board of Supervisors of said County on or before the 7th of August 2017 at his/her office in the Courthouse of said County, and that all assessments to which no objection is then and there made will be finally approved by said board of Supervisors, and that all assessments to which no objection is made, and which may be corrected and properly determined by this Board, will be made final by this Board of Supervisors and that said rolls and the assessments contained therein will be approved by this Board of Supervisors, and that,

- "1 This Board will be in session for the purpose of hearing objections to the said assessments which may be filed at the Court house in the City of West Point said County and State on the 7th day of August, 2017, and
- "2 This Board of Supervisors will remain in session from day to day until all objections lawfully filed shall have been disposed of and all proper corrections made in the said rolls

"Witness the signature and seal of the Board of Supervisors the 5th day of July, 2017, and "THE BOARD OF SUPERVISORS OF CLAY COUNTY

#### **CLERK'S CERTIFICATE**

l, iy G Berry, Clerk of the Board of Supervisors of Clay County, State of Mississippi, do hereby and state foregoing is a true and correct cript of and order of said Board of Supervisors, passed on the 5th date of July, 2017 as the said appears of Page of Minute Book of Supervisors, passed on the 5th date of July, 2017 as the said appears of Page of Minute Book of Supervisors, passed on the 5th date of July, 2017 as the said appears of Page of Minute Book of Supervisors, passed on the 5th date of July, 2017 as the said appears of Page of Minute Book of Supervisors, passed on the 5th date of July, 2017 as the said appears of Page of Minute Book of Minute Book

Clerk of the Boasd of/Supervisors of said County

By \_\_\_\_\_\_\_ D C.
Clerk must be sure to fill the above and to affix his Seal to this Certificate

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#### IN THE MATTER OF AUTHORIZING TO ADVERTISE

There came on this day for consideration the matter of authorizing to advertise

After motion by Lynn Horton and second by Luke Lummus this Board doth vote unanimously to authorize to advertise to the public of the said Real and Personal Roll for year 2017 available for public inspection as attached hereto as Exhibit A

SO ORDERED this the 5th day of July, 2017

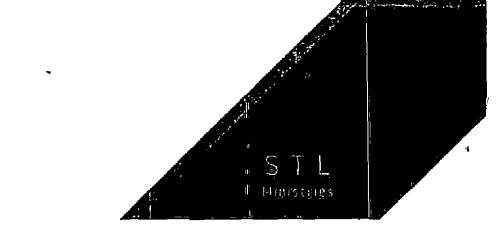
NO.	

### IN THE MATTER OF APPROVING THE TAX EXEMPT STATUS OF A CHURCH

There came on this day for consideration the matter of approving the Tax Exempt Status of the church

After motion by Luke Lummus and second by R. B Davis this Board doth vote unanimously to authorize and approve of the recommendation of the Tax Assessor/Collector, Paige Lamkin, to designate the STL Ministries church as a tax exempt entity as requested in the letter as attached hereto as Exhibit A

SO ORDERED this the 5th day of July, 2017



The Sky is the Limit Ministries 839 Shell Street Tupelo, MS 38801

#### To Whom It May Concern

In 1975 Bishop TC and Dr P Cummings started ministry in Plantersville, MS at the Faith Hope and Charity Holiness Church

In 1985 Both Bishop TC and Dr. P Cummings enlarged their ministry and moved to Tupelo. MS as founders and Pastors of the Sky is the Limit Church.

2005 the Cummings launched a new location opening the doors to the Sky is the Limit Church South Location in West Point, MS. One Church, multiple locations. The building located in West Point, MS has been used exclusively for church and therefore should be tax exempt.

Together the Cummings have been Pastoring for over 40 years

Tesha Cummings-Mitchell
Admin

# IN THE MATTER OF APPROVING THE COPIER AGREEMENT FOR COURTROOM NO 2

There came on this day for consideration the matter of approving the copier agreement for Courtroom no 2

It appears to this Board the current copier in Courtroom No 2 is no longer working and functioning to produce copies for the Court and at this time, the Clerk is presenting to the Board a copier rental agreement for a copier on State Contract with Magnolia Business Systems for \$88 10 per month for 48 months

After motion by Lynn Horton and second by R B Davis this Board doth vote unanimously to authorize and approve of the copier agreement for Courtroom No 2 as attached hereto as Exhibit A

SO ORDERED this the 5<sup>th</sup> day of July, 2017



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#### MACHINE RENTAL AGREEMENT

Invoice To	Clay County Chancery	Ship To	Clay Count	y Chancery	Phone #	662-494-3124
	Court Room #2		Court Roon	n #2	Phone #	
	PO Box 815		205 Court S	Street	PO#	
	West Point, MS 39773		West Point,	MS 39773	Contract #	8200031427 -
Equipment	S	erial#		Location		

48 Month Rental Agreement @ 58 10 per month, 7/5/2017 starting and ending 7/5/2021

Customer Signature

\_ Tıtle<sup>.</sup>

Date

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I HAVE READ AND UNDERSTAND THE SERVICE TERMS AND CONDITIONS BELOW

#### TERMS AND CONDITIONS OF RENTAL AGREEMENT

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

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

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

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

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

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

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

CONTRACT FEES Magnoba Business Systems, Inc. will charge \$75.00 (Seventy Five dollars) on the first invoice for filing and administration costs associated with set-up of your account. This applies to any account that is set up under a cost per copy, internal lease, or otherwise financed plan from Magnobia Business Systems, Inc. Unlike a security deposit this charge is nonrefundable.

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

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

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

Dedicated to Providing Office Automation Services to a Modern Business World



Вш То

# Magnolia Business Systems 1540 Gardner Blvd Columbus MS 39702 www magnoliabusiness com Office (662) 244-8894 Fax (662) 244-8892

**Service Location** 

#### MFP Service Agreement Customer Information

Customer Name	Clay County Chancery Crt Rm #2	Customer Name	Clay County Chancery Crt Rm #2
Contact Phone	662-494-3124	Contact Phone	662-494-3124
Address	P O Box 815	Address	205 Court Street
City, State, Zip	West Point, MS 39773	City, State, Zip	West Point, MS 39773
Main Contact	Amy Berry	Meter Contact	
Suite/Room#		Suite/Room#	
Email Address	•	Email Address	

#### MFP Service Agreement Details

Contract Type	Cost Per Copy	Contract Dates	7/5/2017	to 7/4/2018
Coverage Details	CPC Monthly(See Equipment and S	ervice Cost Details)	PSR Schedu	ılıng <u>QP</u> SR
Volume (non cpc)	1,000 print per month	Overage Charge	0149 for every	print after 1,000
Invoice Frequency	(monthly, quarterly, yearly)	Monthly	Install Date	7/5/2017

#### **Equipment and Service Cost Schedule Details**

MBS ID#	Model #	Serial #	Location	Cost
1426	BH 25e	_DD136120153013	West Point, MS	30 00/month
	8/	1. 10		,
Authorized B	y	Son I lan		
Print Name	ISS N.C.	His De	ane-s	
Title		ade +		
Date			11	
Magnolia Rep		When I	V	_



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#### MFP Service Agreement Terms and Conditions

THE ADDITIONAL TERMS AND CONDITIONS HEREOF ARE INCORPORATED IN AND MADE PART OF THIS AGREEMENT NO ONE IS AUTHORIZED TO CHANGE, ALTER OR AMEND THE TERMS OR CONDITIONS OF THIS AGREEMENT UNLESS AGREED TO IN WRITING BY BOTH PARTIES

#### 1 ITEMS INCLUDED as applicable

- Unhimited service calls, parts and consumable supplies (maintenance kits, transfer kits, fuser kits, process kits, developer and imaging drums and toner) Supplies consumption shall be based off the manufacturer's suggested yields and fill rate. If supplies consumption is excessive a surcharge may be assessed. Magnolia reserves the right to reset supply items (i.e. fuser maintenance kits, image units, etc.) in lieu of replacement so long as print quality is not affected.
- Full commitment of all Magnolia employees to provide you with the very best service and satisfaction of your new equipment.
- Training on the operation and functions of your new MFP equipment, as needed during the installation and learning curve during the life of the service contract
- Guaranteed delivery of supplies based on your actual usage and successful servicing of all hardware to your satisfaction throughout the life of the contract during normal business hours (7 30AM 4 30PM), excluding holidays
- Guarantee of optimum performance and proper operation within the manufacturer's specification upon the successful completion of each service request cycle
- Guarantee that each service call will be completed in a timely manner using a 29 <u>point checklist</u> to verify the proper operation of each major function.
- Guarantee of the manufacturer's involvement for any hardware or operational concerns
- Magnolia will use only vendor approved supplies and parts designed for optimum machine performance.
   Any part or supply that does not produce full yield will be replaced.
- On request, Magnolia will provide an assessment review of your account with a comparison to your model group
- Periodic field audits by our managers of your equipment and our Customer Service Team. These reports are available on request.
- Should your business grow or downsize, our periodic review will give you flexibility to increase or decrease your base service commitment to more accurately reflect your new operational requirements
- Automatic notification to management of any machine that has exhibited excessive service within a 30 day
  period. This will generate an immediate audit of the machine and the service we are providing. Once
  assessed our managers will respond promptly to resolve the situation and ensure your service satisfaction.

#### 2 ITEMS EXCLUDED This Agreement excludes the following unless otherwise specified

- Any items damaged by Customer such as, but not limited to, doors, paper trays and covers Replacement of these items will be charged to the Customer at current Magnolia rates
- Any Network/IT related issues beyond the initial setup agreement.
- Network connected equipment will be covered up to the network connection point (RJ-45/USB) of the Printer/MFP Magnolia will connect laptop directly to the equipment to determine issue and advise user Service calls generated as a result of computer or network issues will be charged to the Customer If you elect Magnolia to make the repair Network and Connectivity issues not related to Magnolia hardware will be charged as professional connectivity services. Our staff is fully committed to assisting your IT team to resolve connectivity issues, such as addressing file or application errors, driver incompatibilities, data/image removal, upon request etc. Server applications may require your IT staff involvement.



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- Professional connectivity services are available for a separate charge if requested by end user
- Paper, staples, masters, ink, or emergency shipping of supplies to your location (order early to get it in a timely manner)
- Free service labor cost or replacement of parts damaged due to abuse or neglect or equipment use contrary to training
- Moving or relocating of equipment outside our service area to a new site
- Damage to machine that occurred during an equipment move if not performed by Magnolia
- After hours service
- 3 SERVICE Magnolia agrees to provide emergency service and all maintenance on the equipment listed on the attached schedule(s) for the term of the Agreement except as follows. Use of supplies, spare parts, or paper that do not meet manufacturer's specifications and cause abnormal service problems, Fire, accident, theft or damage to the machine due to repairs or involvement by someone other than an authorized Magnolia representative is chargeable Magnolia guarantees an average 4-hour on-site response to all service calls from time of initial call.
  - a Magnolia reserves the right to inspect all equipment to be covered under this Agreement to determine that it is in good mechanical condition prior to addition to service agreement. Should the equipment require significant repair or overhaul such repairs may chargeable to the Customer at current Magnolia rates. Such repairs will be performed upon agreement of both parties.
  - b If replacement of consumable items recommended by Magnolia serviced representative is not complied with and results in additional service calls, the customer will be charged at our normal hourly rates. These consumable items are to include, but not be limited to toner, developer, drums and supply modules
  - c Magnolia shall not be responsible for repairs or maintenance resulting from the use of supplies or parts not obtained from Magnolia Any repairs resulting from the use of supplies or parts not obtained through Magnolia will be charged to the Customer at current Magnolia rates
  - d. Magnolia shall not be responsible for delays, inability to provide service calls due to strikes, accidents, act of God or any other event beyond its control. All Service under this agreement shall be rendered during normal working hours of 7 30 A M to 4 30 P M. Monday through Friday unless otherwise agreed upon by both parties.
  - e In the event a manufacturer discontinues parts or supplies for a specific device, the unused portion of this Agreement can be transferred to a new machine purchased through Magnolia.
- 4 All equipment covered under this Agreement must adhere to the following guidelines
  - a Equipment must be placed in a normal office setting with sufficient amount space for access, free from excessive dust, humidity, temperature and ammonia or other corrosive fumes
  - b Equipment must be operated on an isolated electrical line, equipment must always be operated on a UL approved electrical circuit, with proper current, voltage and type of outlets as specified by the original equipment manufacturer
  - c Equipment should be operated within the specified operational specifications



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- 5 METERS Magnoha will install and use monitoring software to provide meters for networked equipment. A key Customer contact shall be responsible for providing access to allow Magnoha to collect meters when needed Alternatively, the Customer may report meters to Magnoha upon request. If no meter is received Magnoha reserves the right to utilize past meters to estimate any meter in order to process billing
- 6 REMITTANCE Payment is due thirty (30) days from date of invoice Delinquent amounts may accrue interest at a rate of one and one-half percent of the past due amount per month Customer shall pay all federal, state and local sales, use property, excise or other taxes imposed by state and federal tax laws Exemption. Sales tax exempt certificate must be on file. If your account falls into Past Due to the extent of 90 days you will be placed on credit/service hold. Refer to Paragraph 7 below.
- 7 BREACH OR DEFAULT If the Customer does not pay all charges as provided hereunder promptly when due (1) Magnolia may (a) refuse to service the equipment or; (b) furnish service on a C O D "Per Call" basis at current Magnolia rates; and (2) the customer agrees to pay Magnolia costs and expenses of collection including reasonable attorney's fees permitted by law in addition to all other rights and remedies available to Magnolia.
- 8 This agreement is not refundable or transferable to a third party unless agreed upon in writing by both parties
- 9 OTHER THAN THE OBLIGATIONS SET FORTH HEREIN, Magnolia DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY FOR USE OR FITNESS FOR A PARTICULAR PURPOSE Magnolia SHALL NOT BE RESPONSIBLE FOR DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES ARISING OUT OF THE PERFORMANCE OF THE EQUIPMENT OR THE LOSS OF THE USE OF THE USE OF THE EQUIPMENT AND THE CUSTOMER HEREBY WAIVES ANY CLAIMS RELATED THEREBY
- 10 JURISDICTION This Agreement shall be governed by and construed according to the laws of the State of Mississippi applicable to agreements wholly negotiated, executed and performed in Mississippi. It constitutes the entire Agreement between parties and may not be modified except in writing signed by duly authorized officers of Magnolia and the Customer.
- 11 TRAINING The customer agrees to make available and designate a key contact for the training in the use of the equipment. Should the employment status of designated operator change so as to affect the contact's availability to perform this assignment the customer shall inform Magnolia immediately

RENEWAL This Agreement shall be renewed automatically upon approval by Magnolia unless Customer notifies Magnolia in writing at least 60 days prior to the termination of the agreement. Customer agrees to pay the then current rate at the beginning of each subsequent agreement renewal period. If an increase in service cost is warranted you will be notified, otherwise, it will automatically renew. Our service rates will never increase more than 10 % if service volumes and conditions remain the same. If volume usage increases or decreases adjustment will be made accordingly.





#### Are Pleased to Provide you the Following Quotation



Konica Minolta bizhub 25e Monochrome Print/Copy/Scan/Fax
(25 Pages Per Minute)

Quote Date.	1 2	Ordered By		Purchase Order N	umber
	6/26/2017	Amy Ben	ry -		
Quote Go	od for 30 Days	-	_	***	
QTY Proposed	• Description o	f Proposed Equipment	✓ Inv Code	36 Month MBS Rental	48 Month MBS Rental
1	Konica Minolta bh25e	Print/Copy/Scan/Fax	DD1361	\$69 13	\$58 10
1	PF-508 Paper Feed (		DD1667	included	ıncluded
1	MIP-15 Line Monitor/	Power Surge Protector	MIP-15	ıncluded	ıncluded
,		<del></del>			<u>_</u>
1	Konica Minolta bh25e	Includes 1000 copies	Monthly		
	with overages @ 014	l9	Service	\$30 00	\$30 00
	State (	of Mississippi			
	Contra	ct #8200031427			
Pur	hase fluthorszed By		Sub Total	ু ত্রুসক	
4	19.151	6/28/17/7/5	Monthly Total		
0	7	1-1-	<i>T</i> -	<u> </u>	
		Maintenance Program	n		\ /

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

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

Sincerely William Sullivan Account Executive



NO		
NU		

# IN THE MATTER OF AUTHORIZING TWO DISPATCHERS TO TRAVEL TO TRAINING

There came on this day for consideration the matter of authorizing two dispatchers to travel to training

After motion by Lynn Horton and second by Luke Lummus' this Board doth vote unanimously to authorize and approve for Damien Mitchell and Jason Alsobrooks to travel to Tupelo on July 17 and July 18 for Dispatcher Training

SO ORDERED this the  $5^{th}$  day of July, 2017

#### **Amy Berry**

From

Treva Hodge < thodge@claycounty ms gov>

Sent<sup>-</sup>

Wednesday, June 28, 2017 10 35 AM

To

aberry@claycounty ms gov

Subject.

BOS Agenda

Need approval for 2 dispatchers (Damien Mitchell and Jason Alsobrooks) to go to training in Tupelo on 7/17 and 7/18

#### \_Treva Hodge

ay County, MS

2 Box 815 | 365 Court Street
West Point, MS 39773
662-494-3124 (courthouse office)
662-494-5152 (911 office)
662-295-0909 (cell)
662-492-4059 (fax)
thodge@claycounty ms gov

NO:		
110		

## IN THE MATTER OF AUTHORIZING AND APPROVING THE PETITION TO ESTABLISH THE MUSTAFA IBNQUINN FAMILY CEMETARY AS ALLOWED UNDER SECTION 41-43-7 OF THE MISSISSIPPI CODE

There came on this day for consideration the matter of authorizing and approving the petition to establish the Mustafa Ibnquinn Family Cemetery as allowed under Section 41-43-7 of the Mississippi Code

It appears to this Board a petition as attached hereto as Exhibit A has been received from Mustafa Mateen Ibnquinn and Phyllis Ibnquinn to establish a private family cemetery known as the Mustafa Ibnquinn Family Cemetery as allowed under Section 41-43-7 of the Mississippi Code

After motion by Lynn Horton and second by Luke Lummus this Board doth vote unanimously to authorize and approve the petition attached hereto as Exhibit A establishing the Mustafa Ibnquinn Family Cemetery

SO ORDERED this the 5th day of July, 2017

# TO THE HONORABLE BOARD OF SUPERVISORS OF CLAY COUNTY, MISSISSIPPI

On behalf of the MUSTAFA MATEEN IBNQUINN family, the undersigned hereby petition the Clay County Board of Supervisors to authorize the establishment of the Mustafa Mateen Ibnquinn Family Cemetery, a private cemetery. This cemetery is not located within five hundred (500) yards of a public or private hospital or other medical facility

The Mustafa Mateen Ibnquinn Family Cemetery will be a private family cemetery and will not engage in the business of selling lots for burial to the public. It will strictly be for private family use of the Mustafa Mateen Ibnquinn Family

The Mustafa Mateen Ibnquinn Family Cemetery shall be 1 75 acres, more or less, together with an access easement from the cemetery to a private road Said 1 75 acres are described as follows, to-wit

A description for a +/- 1 75 acre partition from a tract situated in the SW ¼ of the NE ¼ of Section 21, Township 17 South, Range 5 East as per Book 264 Page 477 recorded in the office of the Chancery Clerk, Clay County, Mississippi, said partition being illustrated as Parcel 1 on a survey plat for Mustafa Ibnquinn by Eaton Surveying & Mapping, LLC and being more particularly described by metes and bounds as follows

Commencing at a ¾" iron rod found in Moon Valley Road locally accepted as the SE corner of the SW ¼ of the NE ¼ of said Section 21, said ¾" iron rod found being South 2642 02' of the NE corner of the NW ¼ of the NE ¼ of said Section 21, said road having a 40' Right-of-Way as defined by found Monumentation, thence run North 18 39', to a ½" capped iron pin set on the North Right-of-Way line of said road for the Point of Beginning, thence run along said North Right-of-Way line N 89°43'30" W 118 81', to a ½" capped iron pin set, thence leaving said North Right-of-Way line run North 641 61', to a ½" capped iron pin set, thence run S 89°43'30" E 118 81', to a ½" capped iron pin set on the East line of the SW ¼ of the NE ¼ of said section 21, thence run South 641 61', back to the Point of Beginning, containing 1 75 acres, more or

less, and being situated in the SW ¼ of the NE ¼ of Section 21, Township 17 South, Range 5 East, of the Chickasaw Meridian, Clay County, MS, all bearings herein described are referenced to found monuments along the East line of the West ½ of the said NE ¼, all distances herein described are in US Survey Feet

LESS AND EXCEPT Existing right of way for the Moon Valley Public Road The above described property is not the homestead of the Grantor herein

ALSO LESS AND EXCEPT Any and all other prior reservations or conveyances of oil, gas or other minerals by prior owners

The above property does not constitute the homestead of the Grantors herein

The Mustafa Mateen Ibnquinn Family Cemetery will be a 1 75 acre, more or less, tract located in the Northeast Quarter (NE-1/4) of Section 21, Township 17 South, Range 5 East, Clay County, Mississippi and will be surrounded on all sides by property now owned by Mustafa Mateen Ibnquinn and Phyllis Ibnquinn, who will convey the 1 75 acres, together with the private road easement, to the Trustee of the Mustafa Mateen Ibnquinn Family Cemetery Attached is a survey showing the location of the proposed cemetery RESPECTFULLY SUBMITTED, on this the \_\_/\_\_\_ day of June, 2017

MUSTAFA MATEEN IBNQUINN

PHYLIAS IBNQUINN

#### STATE OF MISSISSIPPI COUNTY OF CLAY

PERSONALLY APPEARED before me, the undersigned authority of law in and for said State and County aforesaid, on this the // day of June, 2017, within my jurisdiction, the within named Mustafa Mateen Ibnquinn, who acknowledged that he executed the foregoing document on the day and year therein written

NOTARY PUBLIC & (SEAL) WILLIEL JOHNSON

My commission expires

Commission Expression expires

Commission Expression expires WANDES COUNT

STATE OF MISSISSIPPI COUNTY OF CLAY

Contribution con S-11-19

LATARY AUS, O CON VRATO (SEAL)46 WILLIEL JOHNSON

On May 11 2019

PERSONALLY APPEARED before me, the undersigned authority of law in and for said State and County aforesaid, on this the 16 day of June, 2017, within my jurisdiction, the within named Phyllis Ibnquinn, who acknowledged that she executed the foregoing document on the day and year therein written

Milie L. Golson NOTARY PUBLIC

Project St.

Survey Description Parcel 1

A description for a +/- 1 75 acre partition from a tract situated in the SW ¼ of the NE ¼ of Section 21, Township 17 South, Range 5 East as per Book 264 Page 477 recorded in the office of the Chancery Clerk, Clay County, Mississippi, said partition being illustrated as Parcel 1 on a survey plat for Mustafa Ibnquinn by Eaton Surveying & Mapping, LLC and being more particularly described by metes and bounds as follows

Commencing at a ¾" iron rod found in Moon Valley Road locally accepted as the SE corner of the SW ¼ of the NE ¼ of said Section 21, said ¾" iron rod found being South 2642 02' of the NE corner of the NW ¼ of the NE ¼ of said Section 21, said road having a 40' Right-of-Way as defined by found Monumentation thence run North 18 39' to a ½" capped iron pin set on the North Right-of-Way line of said road for the **Point of Beginning**, thence run along said North Right-of-Way line N 89°43'30" W 118 81', to a ½" capped iron pin set thence leaving said North Right-of-Way line run North 641 61', to a ½" capped iron pin set on the East line of the SW ¼ of the NE ¼ of said section 21, thence run South 641 61', back to the Point of Beginning, containing 1 75 acres, more or less, and being situated in the SW ¼ of the NE ¼ of Section 21, Township 17 South, Range 5 East, of the Chickasaw Meridian, Clay County, MS, all bearings herein described are referenced to found monuments along the East line of the West ½ of the said NE ¼, all distances herein described are in US Survey Feet

NO	
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#### IN THE MATTER OF AUTHORIZING THE CONSTABLES TO TRAVEL

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

After motion by Lynn Horton and second by Joe Chandler this Board doth vote unanimously to authorize and approve the Constables to travel as attached hereto as Exhibit A to the MS Constable Association Board Meeting in Vicksburg, MS

SO ORDERED this the  $5^{th}$  day of July, 2017



## MISSISSIPPI CONSTABLES

#### **BOARD OF DIRECTORS**

Glenn McKay Warren County President

June 20, 2017

John H. Heggins Warren County Secretary/Treasurer

To All Board Members,

#### NORTHERN DISTRICT

**Lewis Stafford** Clay County Vice President

DIRECTORS

LD Gillespie Pontotoc County

Sherman Ivy Chy Causy

**Bobby Holloway** 

CENTRAL DISTRICT

Jerry Dale Bridges

Sincerely,

DIRECTORS

Randy Atkinson Ledo County

Lee 'Chuck Roberts Leaderdale County

Willie Anderson Halmes County

#### SOUTHERN DISTRICT

**Harold Rhodes** Jefferson Davis County Vice President

DIRECTORS

Randali Coleman

Scott Frast Wayne County

Chance Curry Lamar County

**SERGEANT AT ARMS** Terry Necalse Hancock County

DIRECTOR AT LARGE

**CHAPLAIN** Christopher Coleman Charage Conery

We will be having our next quarterly board meeting in Vicksburg, MS It will be held on Friday, July 14, 2017 at 9 00am at the Courtyard Marriott If you would like to stay overnight on the 13th, we have blocked a few rooms and the MCA special room rate is \$106 00 Please make your arrangements directly with the hotel

John H Heggins

Secretary / Treasurer

**Courtyard Marriott Vicksburg** 

1 Underwood Drive Vicksburg, MS 39180 601-636-8788

http://www.marriott.com/hotels/travel/vkscy-courtyard-vicksburg/

197 Still Drive Vicksburg, MS 39180 Phone 601-218-6866 www.msconstables.com

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# IN THE MATTER OF AUTHORIZING AND APPROVING TO PAY THE INVOICE TO CERTIFIED MAILING SOLUTIONS INC

There came on this day for consideration the matter of authorizing and approving to pay the invoice to Certified Mailing Solutions Inc

After motion by Lynn Horton and second by Luke Lummus this Board doth vote unanimously to authorize and approve to pay the invoice to Certified Mailing Solutions Inc in the amount of \$2,331 60 for the certified return receipt mailing of the 2014 delinquent tax notices for the Chancery Clerk's office

SO ORDERED this the 5th day of July, 2017

Certified Mailing Solutions, Inc 180 Chandalar Place Dr Pelham, AL 35124-1771

# Invoice

	Date	Învoic <del>e #</del>
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P O Box 815		<u> </u>
West Point, MS 39773	•	
•		

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182	First Class LIENOR2017 Foreign Pg Cnt 1		6 42	1,168 44
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Thank you for your business

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NO		

#### IN THE MATTER OF RECESSING

There came on this day for consideration the matter of recessing

After motion by Lynn Horton and second by R. B Davis this Board doth vote unanimously to authorize and approve to recess until Thursday, July 28, 2017, at 9 00 a m at the Clay County Courthouse

SO ORDERED this the 5th day of July, 2017