BE IT REMEMBERED that the Board of Supervisors of Clay County, Mississippi, met at the Courthouse in West Point, MS, on the 2nd day of January, 2018, at 9:00 a.m., and present were: Lynn Horton, President, Luke Lummus, R. B. Davis, Shelton Deanes, and Joe Chandler. Also present were Amy G. Berry, Clerk of 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 ELECTING A PRESIDENT TO SERVE THE BOARD FOR YEAR 2018

There came on this day for consideration the matter of electing a President to serve the Board for year 2018.

After motion by Joe Chandler and second by Luke Lummus this Board doth vote unanimously for Lynn D. Horton to serve as President for this Board for year 2018.

SO ORDERED this the 2nd day of January, 2018.

Lynn D. Horton, President

NO.		
NO.		

IN THE MATTER OF ELECTING A VICE PRESIDENT TO SERVE THIS BOARD FOR YEAR 2018

There came on this day for consideration the matter of electing a Vice President to serve this Board for year 2018.

After motion by Joe Chandler and second by Luke Lummus this Board doth vote unanimously to elect R. B. Davis to serve as the Vice-President of this Board for year 2018.

SO ORDERED this the 2nd day of January, 2018.

Lynn D. Horton, President

IN THE MATTER OF APPOINTING AN ATTORNEY TO REPRESENT THIS BOARD OF SUPERVISORS FOR YEAR 2018

There came on this day for consideration the matter of appointing an attorney to represent this Board of Supervisors for year 2018.

After motion by Luke Lummus and second by R. B. Davis this Board doth vote unanimously to authorize and approve to appoint Angela Turner Ford to serve as the Attorney to this Board for year 2018 and for her to be paid at the current salary set for the said position.

SO ORDERED this the 2nd day of January, 2018.

NO.	

IN THE MATTER OF ADOPTING AND AMENDING THE AGENDA FOR THE BOARD OF SUPERVISORS MEETING HELD ON JANUARY 2, 2018

There came on this day for consideration the matter of adopting and amending the agenda for the Board of Supervisors meeting held on January 2, 2018.

It appears to this Board there are other matters which should be added to the agenda to be discussed by this Board for further consideration, to-wit;

 J D Shaffer requesting to speak to the Board in Executive Session regarding a matter of potential litigation as allowed under Section 25-41-7 of the Mississippi Code

After motion by R. B. Davis and second by Joe Chandler this Board doth vote unanimously for such agenda to be adopted as amended.

SO ORDERED this the 2nd day of January, 2018.

Lynn D. Horton, President

Clay County Board of Supervisors Agenda for Board Meeting Held Tuesday, January 2, 2018 at 9:00 a.m.

- · Call to Order
- Welcome and Prayer

Elect a President and Vice-President to serve this Board for year 2018

Appoint a Board Attorney to Represent to this Board for year 2018

Recess for 5 minutes

(Adopt and Amend the Agenda

Authorize and approve Claims Docket

Authorize and approve the invoice as received from the Flood Plain Coordinator Randy Jones for services rendered December 2017 in the amount of \$601.70

Authorize and approve order setting time and place for meetings for year 2018

Employ the Chancery Clerk to service the Homestead Exemption Laws for year 2018

Rehire all County Employees for year 2018 as presented and attached hereto as Exhibit A

Greg Wall, Helena Chemical Company

o Vegetation Control

Authorize and Approve payment to Hood Equipment Company of Calhoun County for invoice submitted without insufficient purchase order

Authorize and approve payment to the LINK on two invoices received for special services with the LINK in the amount of \$525.00 and \$19,383.75 and for the Clerk to bill the City of West Point for one half of the said invoices for reimbursement

Authorize to spread on the minutes the Grand Jury report as received from the October 2017 term of Circuit Court

Angela Turner-Ford

o Authorize and approve the Purchase and Sales Agreement on the County Court Complex Building

Authorize and approve travel for Alvin Carter Jr to Jackson MS January 10-12, 2018 MS Coroner Association

- Review and approve the School Bus turnaround list as approved and received from the WP School District
- Eddie Scott
 - o Authorize and approve the submission of DUI Grant Application
- R. B. Davis
 - o Award the bid of Clay Gravel for District 3 for year 2018
- Recess until Thursday, January 4, 2018 at 9:00 a.m. at the Clay County Courthouse

Amendments:	- Polentia	likatu	<u> </u>	
		7		 -

<i>NO</i> .

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 Shelton Deanes 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 2nd day of January, 2018.

PAGE

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Page 1

26005 WALMART COMMUNITY 26006 SUNFLOWER STORE 26007 SUNFLOWER STORE 26008 WALMART COMMUNITY 26009 PRO-VISION, INC. 26010 CDW GOVERNMENT IN 26011 CDW GOVERNMENT IN 26012 GARY'S PAWN & GUN 26013 DEWESE AWARDS & T 26015 SAFEGUARD BUSINESS C 26016 DELUXE BUSINESS C 26017 NEWELL PAPER COMP 26018 ALLMOND PRINTING 26019 ALLMOND PRINTING 26019 ALLMOND PRINTING 26021 CARQUEST AUTO PAR 26022 AXON ENTERPRISE I 26023 MID-SOUTH UNIFORM 26024 ACME PAGER SVC & 26025 REFRIGERATION SUF 26026 MERCHANT CO. 26027 SYSCO FOOD SERVICE 26031 DELUXE BUSINESS C 26032 MOORE'S FEED 26031 DELUXE BUSINESS C 26032 MOORE'S FEED 26033 LANN CHEMICAL 26034 TACTICALGEAR.COM 26035 WOOD FRUITTICHER 26036 SYSCO FOOD SERVICE 26037 SYSCO FOOD SERVICE 26038 SYSCO FOOD SERVICE 26039 SYSCO FOOD SERVICE 26040 SYSCO FOOD SERVICE 26041 SIRCHIE FINGER PI 26042 WOOD FRUITTICHER 26043 GARY'S PAWN & GUI 26044 MID-SOUTH UNIFORM 26045 UNIVERSITY SCREEN 26046 MITCHELL BUICK-PC 26047 MID SOUTH SIGNS 26048 GEORGE'S TIRE SEN 26049 PRECISION COMMUNICATION	APCS	CPRT438064
26005 WALMART COMMUNITY	BRC	46.77
26006 SUNFLOWER STORE		100.00
26007 SUNFLOWER STORE		267.92
26008 WALMART COMMUNITY	BRC	15.94
26009 PRO-VISION, INC.	_	610.00
26010 CDW GOVERNMENT IN	Ç.	29.63 17.60
26011 CDW GOVERNMENT IN	C.	17.60
26012 GARY'S PAWN & GUN	SHUP	87.98
26015 SAFEGUARD RUSTNES	S SYSTEMS	358.37
26016 DELUXE BUSINESS C	HECKS	116.88
26017 NEWELL PAPER COMP	ANY	92.76
26018 ALLMOND PRINTING		24.00
26019 ALLMOND PRINTING		140.00
26021 CARQUEST AUTO PAR	TS, INC.	32.80 305.06
26022 AXON ENTERPRISE 1	NC/TASEK	78 NN
50054 YOME DYCED SAC &	MTNDAW TINT	220.00
26025 REERIGERATION SUP	PLY COMPANY	174.98
26026 MERCHANT CO.		355.92
26027 SYSCO FOOD SERVICE	ES, INC.	1151.00
26028 WOOD FRUITTICHER	GROCERY CO	1000.38
26029 US FOOD SERVICE		830.32
26031 DELUXE BUSINESS C	CHECKS	103.43
26032 MOORE'S FEED		20.40 870.00
26033 LANN CHEMICAL		235 47
26034 FACTICALGEAR.COM	GROCERY CO	436.34
26036 SYSCO FOOD SERVIO	ES. INC.	15.21-
26037 SYSCO FOOD SERVICE	ES, INC.	29.40-
26038 SYSCO FOOD SERVICE	CES, INC.	17.48-
26039 SYSCO FOOD SERVIO	ES, INC.	76.40
26040 SYSCO FOOD SERVICE	ES, INC.	//b.19
26041 SIRCHIE FINGER PH	CHOCEBA CO	233.00
26042 WOOD FRUITITCHER	GRUCERT CU	74.25
26044 MTD-SOUTH UNIFORM	NS	483.63
26045 UNIVERSITY SCREEN	PRINT	127.96
26046 MITCHELL BUICK-PO	ONTIAC & EQUIP	30.10
26047 MID SOUTH SIGNS		1100.00
26048 GEORGE'S TIRE SE	RVICE	148.00
26049 PRECISION COMMUN	ICATIONS, INC.	89.00
26048 GEORGE'S TIRE SEI 26049 PRECISION COMMUNI 26050 GEORGE'S TIRE SEI 26051 OUTLE CORPORATION	KATCE	159.90
26051 QUILL CORPORATION 26052 QUILL CORPORATION	1	289.98
26053 QUILL CORPORATION	N .	84.99
26055 QUILL CORPORATION		731.98
26056 TACTICALGEAR COM		395.89
26057 TACTICALGEAR.COM		170.00
26058 TACTICALGEAR COM		170.00
26059 O'REILLY AUTO PA		299.90 114.96
26060 UNIVERSITY SCREE 26062 WALMART COMMUNIT		130.60
26063 THE NEW MAIN STR		230.00
26064 KELLOGG HARDWARE	& APPLIANCE	67.84
26065 LOWE'S HOME CENT		141.55
26066 JIM'S AUTO PARTS		415.71
26068 SUNFLOWER STORE		100.00
26069 TACTICALGEAR COM		328.41
26070 MID-SOUTH UNIFOR		773.82 370.00
26071 NEWELL PAPER COM 26072 WALMART COMMUNIT	FANT V RRC	68.33
26072 WALMART COMMUNIT		59.76
TALE MINIST PRINCIPLE	·	Page 2

	APCS	SCPRT438064
26074	WALMART COMMUNITY BRC	10.96
26075	WALMART COMMUNITY BRC	35.39
	WALMART COMMUNITY BRC	5.58
26077	MOORE'S FEED	865.24
26078	CLAY CO JURGOR/POLLWORKER ACCT	603.80
26079	SUNFLOWER STORE	14.76
26080	SUNFLOWER STORE	100 00
26082	WALMART COMMINITY RRC	57 60
26083	WALMART COMMUNITY BRC	43.20
26084	SUNFLOWER STORE SUNFLOWER STORE SUNFLOWER STORE WALMART COMMUNITY BRC WALMART COMMUNITY BRC SUNFLOWER STORE JIM'S AUTO PARTS, WEST POINT WALMART COMMUNITY BRC WALMART COMMUNITY BRC LOWE'S HOME CENTER, INC. WALMART COMMUNITY BRC WALMART COMMUNITY BRC WALMART COMMUNITY BRC DATA SYSTEMS MANAGEMENT, INC TOTAL LAWN CARE OUT! CORPORATION	100.00
26089	JIM'S AUTO PARTS, WEST POINT	217.62
26090	WALMART COMMUNITY BRC	118.10
26091	WALMART COMMUNITY BRC	111.35
26092	LOWE'S HOME CENTER, INC.	79.56
26093	LOWE'S HOME CENTER, INC.	208.82
26094	LOWE S HOME CENTER, INC.	136.44-
260033	NALMADT COMMINITY RDC	72.30 32.58
26090	WALMART COMMUNITY RRC	24.90
26101	DATA SYSTEMS MANAGEMENT. INC	1976.00
26104	TOTAL LAWN CARE	395.00
26105	QUILL CORPORATION	119.98
26106	COMCAST CABLE	91.72
26107	R J YOUNG COMPANY	130.00
26108	R J YOUNG COMPANY	23.14
26109	ORKIN- TUPELO, MS	33:UU 74 00
70TT0	ORKIN- TUPELO, MS	74.90 50.00
26112 20111	ORKIN- TUPELO, MS	69 10
26113	ORKIN- TUPELO, MS	50.00
26114	DELTA COMPUTER SYSTEMS, INC	555.00
26116	WALMART COMMUNITY BRC WALMART COMMUNITY BRC DATA SYSTEMS MANAGEMENT, INC TOTAL LAWN CARE QUILL CORPORATION COMCAST CABLE R J YOUNG COMPANY R J YOUNG COMPANY ORKIN- TUPELO, MS DELTA COMPUTER SYSTEMS, INC AUTO-CHLOR SYSTEMS FUELMAN FUELMAN CASH & CARRY CLEANERS CASH & CARRY CLEANERS PHILLIP'S HARDWARE WALMART COMMUNITY BRC REFRIGERATION SUPPLY COMPANY C SPIRE WIRELESS C SPIRE WIRELESS	196.95
26119	FUELMAN	38.47
26120	FUELMAN	1265.01
26121	CASH & CARRY CLEANERS	12.75
26122	CASH & CARRY CLEANERS	27.00
26126	PHILLIP'S HARDWAKE	30 E4 03T·T5
26128	PERFERENTIAN CHROLV COMPANY	20.0 4 309.43
26129	C SPIRE WIRELESS	50.28
26130	C SPIRE WIRELESS	50.28
26131	C SPIRE WIRELESS	571.18
26132	C SPIRE WIRELESS	185.03
26134	C SPIRE WIRELESS	39.14
26136	M & R PROTECTIVE SYSTEM	3/3.00
26138	FRANKLIN TELEPHONE COMPANY	1252.15
26139	QUILL CORPORATION QUILL CORPORATION	161.94 71.56
	QUILL CORPORATION	33.98
	STARKVILLE COMPUTERS	100.00
	CITY OF WEST POINT	45.74
	RWJ CONSULTING, LLC	641.70
26197	S.E. CHICKASAW WATER ASSOC.	20.00
	ADMINISTRATIVE OFFICE OF COURT	
	FUELMAN	4.60
	PHILLIP'S HARDWARE	39.99
	NEWELL PAPER COMPANY	23.19 113.97
	QUILL CORPORATION R J YOUNG COMPANY	257.18
26243	FOUR-COUNTY ELEC POWER ASSN	35.00
	FOUR-COUNTY ELEC POWER ASSN	35.00
26248	FOUR-COUNTY ELEC POWER ASSN	63.00
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Page 3 63.00

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APCSCPRT438064
26249 FOUR-COUNTY ELEC POWER ASSN 238.00
26250 FOUR-COUNTY ELEC POWER ASSN 246.00
26251 FOUR-COUNTY ELEC POWER ASSN 67.00
26252 FOUR-COUNTY ELEC POWER ASSN 107.00
26253 FOUR-COUNTY ELEC POWER ASSN 100.00
26254 FOUR-COUNTY ELEC POWER ASSN 42.00
26255 FOUR-COUNTY ELEC POWER ASSN 78.00
26255 FOUR-COUNTY ELEC POWER ASSN 79.00
26256 FOUR-COUNTY ELEC POWER ASSN 79.00
26257 FOUR-COUNTY ELEC POWER ASSN 53.00
26258 FOUR-COUNTY ELEC POWER ASSN 55.00
26259 FOUR-COUNTY ELEC POWER ASSN 55.00
26259 FOUR-COUNTY ELEC POWER ASSN 55.00
26260 FOUR-COUNTY ELEC POWER ASSN 566.00
26261 FOUR-COUNTY ELEC POWER ASSN 56.00
26262 ITC DELTACOM, INC 639.70
26263 CITY WATER & LIGHT DEPT. 282.26
26265 CITY WATER & LIGHT DEPT. 282.26
26265 SILOAM WATER DISTRICT 25.00
26266 SILOAM WATER DISTRICT 25.00
26269 SILOAM WATER DISTRICT 25.00
26272 EVANS PLUMBING & A/C 625.80
26274 KNOX GROCERY LLC 152.00
26273 WALMART COMMUNITY BRC 39.82
26274 KNOX GROCERY LLC 152.00
26280 CASH & CARRY CLEANERS 30.00
26281 CASH & CARRY CLEANERS 30.00
26282 BARCODES INC 196.91
26283 LOWE'S HOME CENTER, INC. 192.50
26284 WALMART COMMUNITY BRC 152.80
26285 KELLOGG HARDWARE & APPLIANCE 15.90
26280 CASH & CARRY CLEANERS 15.00
26290 AIRGAS SOUTH 37.00
26290 AIRGAS SOUTH 37.00
26292 WALKAWAY DISTRIBUTORS INC 15.09
26293 MAGNOLIA BUSINESS SYSTEMS, INC 25.03
26294 MAGNOLIA BUSINESS SYSTEMS, INC 25.03
26295 MAGNOLIA BUSINESS SYSTEMS, INC 25.03
26296 MAGNOLIA BUSINESS SYSTEMS, INC 25.03
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26290 AIRGAS SOUTH 37.00
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26290 MAGNOLIA BUSINESS SYSTEMS, INC 25.03
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26390 MAGNOLIA BUSINESS SYSTEMS, INC 36.00
26361 CAPY COUNTY SWCO OFFICE 26.00
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                                          26382 SECURITY SOLUTIONS, LLC
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APCSCPR
26383 CDW GOVERNMENT INC.
26384 QUILL CORPORATION
26386 TEC
26387 MS ASSOC OF CO ADMIN/COMPTROLL
26389 GOLDEN TRIANGLE WATER
26391 MARLIN M STEWART III
26392 CLINTON L. MARTIN, ATTORNEY
26393 CLINTON L. MARTIN, ATTORNEY
26394 CLINTON L. MARTIN, ATTORNEY
26395 JOSEPH W. FAULKNER
26396 BILLY MILLER
26398 QUILL CORPORATION
26399 AT & T
26400 CITY WATER & LIGHT DEPT.
26401 CITY WATER & LIGHT DEPT.
26402 CITY WATER & LIGHT DEPT.
26403 CITY WATER & LIGHT DEPT.
26404 CITY WATER & LIGHT DEPT.
26405 COMCAST CABLE
26406 COMCAST CABLE
26407 FEDERAL EXPRESS CORP.
26418 HANCOCK BANK
26419 HANCOCK BANK
26420 HANCOCK BANK
26420 HANCOCK BANK
26421 BANCORP SOUTH
26428 TANYA WEST
26433 ATMOS ENERGY
26434 ATMOS ENERGY
26435 ATMOS ENERGY
26436 ATMOS ENERGY
26437 AIRGAS SOUTH
26438 NEWELL PAPER COMPANY
26439 CDW GOVERNMENT INC.
26440 MAILROOM CONSULTANT
26441 SHERWIN-WILLIAMS OF WEST POINT
26442 MARLIN M STEWART III
26443 MARLIN M STEWART III
26444 CLINTON L. MARTIN, ATTORNEY
26445 H. SCOTT ROSS
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26443 MARLIN M STEWART III
26444 CLINTON L. MARTIN, ATTORNEY
26445 H. SCOTT ROSS
26446 H. SCOTT ROSS
26447 COMCAST CABLE
26448 LYNN HORTON
26449 R B DAVIS
26450 JOE CHANDLER
26451 SHELTON DEANES
26452 AMY BERRY - EXPENSE ACCOUNT
*** FUND TOTALS *** 001 GENERAL COUNTY
                                                                                                                                                                                                                                                       285.00
172.40
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 26098 SANDERS & ASSOCIATES
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26100 SANDERS & ASSOCIATES
*** FUND TOTALS *** 013 UTILIZATION
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      26067 WALMART COMMUNITY BRC
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      26085 WALMART COMMUNITY BRC
      92.

      26086 WALMART COMMUNITY BRC
      92.

      26087 WALMART COMMUNITY BRC
      200.

      26088 WALMART COMMUNITY BRC
      92.

      26117 EDGAR ROWAN BULLOCK
      600.

      26137 COMCAST CABLE
      94.

      *** FUND TOTALS *** 040 SHERIFF'S INMATE CANTEEN

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                                                                                                                                                                                                                                                   2929.15
           26379 TOMBIGBEE REGIONAL LIBRARY
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APC: *** FUND TOTALS *** 095 SPECIAL LIBRAR	SCPRT438064 Y LEVY	2929.15
25988 SOUTHERN TELECOMMUNICATIONS 26054 QUILL CORPORATION 26135 C SPIRE WIRELESS 26385 TEC 26397 AT&T 26421 BANCORP SOUTH 26429 BELLSOUTH / ATT *** FUND TOTALS *** 097 E911 FUND	249.25 263.97 50.28 3.01 96.41 3013.85	
*** FUND TOTALS *** 097 E911 FUND	2108.00	5844.77
25934 WEST GROUP PAYMENT CENTER 25935 WEST GROUP PAYMENT CENTER *** FUND TOTALS *** 104 LAW LIBRARY	314.99 314.99	629.98
26133 C SPIRE WIRELESS *** FUND TOTALS *** 114 VOLUNTEER FIRE	28.20 DEPARTMENT	28.20
26133 C SPIRE WIRELESS *** FUND TOTALS *** 114 VOLUNTEER FIRE 26422 MS DEVELOPMENT AUTHORITY *** FUND TOTALS *** 116 INSURANCE REBA	2993.38 TE MONIES	2993.38
*** FUND TOTALS *** 116 INSURANCE REBA' 26173 45 TRUCK AND TRAILER REPAIR 26174 C SPIRE WIRELESS 26176 YOUNG WELDING SUPPLY, INC 26177 ARAMARK UNIFORM SERVICES INC 26178 ARAMARK UNIFORM SERVICES INC 26179 ARAMARK UNIFORM SERVICES INC 26180 ARAMARK UNIFORM SERVICES INC 26180 ARAMARK UNIFORM SERVICES INC 26181 SOUTHERN TELECOMMUNICATIONS 26182 SOUTHERN TELECOMMUNICATIONS 26183 IVY SAW & MOWER 26184 IVY SAW & MOWER 26188 WALMART COMMUNITY BRC 26189 PHILLIP'S HARDWARE 26190 JIM'S AUTO PARTS, WEST POINT 26191 JIM'S AUTO PARTS, WEST POINT 26192 CARQUEST AUTO PARTS, INC. 26193 CARQUEST AUTO PARTS, INC. 26194 CARQUEST AUTO PARTS, INC. 26196 CLAY COUNTY CO-OP 26208 CARQUEST AUTO PARTS, INC. 26210 CARQUEST AUTO PARTS, INC. 26210 CARQUEST AUTO PARTS, INC. 26211 CARQUEST AUTO PARTS, INC. 26212 CARQUEST AUTO PARTS, INC. 26211 CARQUEST AUTO PARTS, INC. 26212 CARQUEST AUTO PARTS, INC. 26213 CARQUEST AUTO PARTS, INC. 26214 CARQUEST AUTO PARTS, INC. 26215 CARQUEST AUTO PARTS, INC. 26216 CARQUEST AUTO PARTS, INC. 26217 CARQUEST AUTO PARTS, INC. 26218 CARQUEST AUTO PARTS, INC. 26219 CARQUEST AUTO PARTS, INC. 26211 CARQUEST AUTO PARTS, INC. 26212 CARQUEST AUTO PARTS, INC. 26213 CARQUEST AUTO PARTS, INC. 26214 CARQUEST AUTO PARTS, INC. 26215 CARQUEST AUTO PARTS, INC. 26216 CARQUEST AUTO PARTS, INC. 26217 CARQUEST AUTO PARTS, INC. 26218 CARQUEST AUTO PARTS, INC. 26219 CARQUEST AUTO PARTS, INC. 26210 CARQUEST AUTO PARTS, INC. 26211 CARQUEST AUTO PARTS, INC. 26212 CARQUEST AUTO PARTS, INC. 26213 CARQUEST AUTO PARTS, INC. 26214 CARQUEST AUTO PARTS, INC. 26215 CARQUEST AUTO PARTS, INC. 26216 CARQUEST AUTO PARTS, INC. 26217 CARQUEST AUTO PARTS, INC. 26218 CARQUEST AUTO PARTS, INC. 26218 CARQUEST AUTO PARTS, INC. 26210 CARQUEST AUTO PARTS, INC. 26211 CARQUEST AUTO PARTS, INC. 26212 CARQUEST AUTO PARTS, INC. 26213 CARQUEST AUTO PARTS, INC. 26214 CARQUEST AUTO PARTS, INC. 26215 CARQUEST AUTO PARTS, INC. 26216 CARQUEST AUTO PARTS, INC. 26217 CARQUEST AUTO PARTS, INC. 26218 CARQUEST AUTO PARTS, INC. 26210 CARQUEST AUTO PARTS, INC. 26210 CARQ	45.00 50.28 96.13 35.15 35.15 35.15 37.46 46.30 11.00 148.00 8.19 18.49 7.49 9.08 10.74 9.38 32.09 6.95 15.99 22.27 4.73 27.94 18.95 10.44 22.31 3.50 65.42 272.70 463.18 150.00 31.92 184.00 57.20 33.99 21.97 84.95 6.99 99.95 11.01 6.98 9.18 Page 6	

463.18 150.00 31.92 184.00 57.20 33.99 21.97 84.95 6.99 99.95 11.01 6.98 9.18 Page 6

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26329 SUNFLOWER STORE
26330 SUNFLOWER STORE
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26355 SUNFLOWER STORE
26356 SUNFLOWER STORE
26357 SUNFLOWER STORE
26358 SUNFLOWER STORE
26359 SUNFLOWER STORE
26350 FUELMAN
** FUND TOTALS *** 151
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2.39
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9.18
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                      FUND TOTALS *** 151 DISTRICT 1 ROAD
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26228 JIM'S AUTO PARTS, WEST POINT
26229 JIM'S AUTO PARTS, WEST POINT
26230 JIM'S AUTO PARTS, WEST POINT
26231 BACCO MATERIALS, INC.
26232 BACCO MATERIALS, INC.
26233 BACCO MATERIALS, INC.
26234 C SPIRE WIRELESS
26236 WHITE OIL CO., INC.& TIRE CTR.
26237 PHILLIP'S HARDWARE
26239 AIRGAS SOUTH
26240 HWY 50 AUTO SERVICE
26241 JIM'S TIRE COMPANY
26242 JIM'S TIRE COMPANY
26242 JIM'S TIRE COMPANY
26277 COKER EQUIPMENT & MATERIALS
26390 GOLDEN TRIANGLE WATER
*** FUND TOTALS *** 152 DISTRICT 2 ROAD
                                                                                                                                                                                                                                                                                                                                                                                                                                                         6028.89
            25963 PHILLIP'S HARDWARE 9.35
26146 GEORGE'S TIRE SERVICE 92.95
26152 CARQUEST AUTO PARTS, INC. 34.95
26153 CARQUEST AUTO PARTS, INC. 48.05
26154 LOWE'S HOME CENTER, INC. 332.00
26155 45 TRUCK AND TRAILER REPAIR 65.00
26156 COLUMBUS WHOLESALE TIRE 396.30
26157 C SPIRE WIRELESS 94.52
26158 45 TRUCK AND TRAILER REPAIR 54.50
26339 BACCO MATERIALS, INC. 1278.04
26340 RACKLEY OIL COMPANY, INC 3326.25
26341 DEVON ALLDAY 950.00
26342 DEVON ALLDAY 950.00
26343 FOUR-COUNTY ELEC POWER ASSN 76.00
26344 FOUR-COUNTY ELEC POWER ASSN 57.20
26345 SILOAM WATER DISTRICT 25.00
26346 BACCO MATERIALS, INC. 392.00
26347 BACCO MATERIALS, INC. 120.80
26348 BACCO MATERIALS, INC. 120.80
26348 BACCO MATERIALS, INC. 120.80
26348 BACCO MATERIALS, INC. 1066.97
                                                                                                                                                                                                                                                                                                                                                                                                                                                   10469.88
             26159 KNOX GROCERY LLC
26160 KNOX GROCERY LLC
26162 SOUTHERN TELECOMMUNICATIONS
26163 CHICKASAW EQUIPMENT CO.
                                                                                                                                                                                                                                                                                         18.59
                                                                                                                                                                                                                                                                                  37.99
140.00
                                                                                                                                                                                                                                            50.28
Page 7
               26166 C SPIRE WIRELESS
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13./142

APCSCPRT438064
26167 JIM'S AUTO PARTS, WEST POINT 146.93
26168 JIM'S AUTO PARTS, WEST POINT 134.44
26169 ARAMARK UNIFORM SERVICES INC 25.00
26170 ARAMARK UNIFORM SERVICES INC 25.00
26171 ARAMARK UNIFORM SERVICES INC 27.25
26172 ARAMARK UNIFORM SERVICES INC 27.25
26172 ARAMARK UNIFORM SERVICES INC 25.00
26288 LANN HARDWARE 80.33
26306 CALVERT-SPRADLING ENGINEERS 22304.96
26307 FOUR-COUNTY ELEC POWER ASSN 57.20
26308 SILOAM WATER DISTRICT 25.00
26310 FOUR-COUNTY ELEC POWER ASSN 58.00
26311 FOUR-COUNTY ELEC POWER ASSN 58.00
26311 FOUR-COUNTY ELEC POWER ASSN 78.89
26312 CINTAS 16.15
26416 HANCOCK BANK 1158.99
26417 HANCOCK BANK 1027.17 APCSCPRT438064 25603.37

 26219 SUN CREEK WATER ASSN.
 19.80

 26220 C SPIRE WIRELESS
 77.16

 26222 CARQUEST AUTO PARTS, INC.
 20.88

 26223 CARQUEST AUTO PARTS, INC.
 168.07

 26303 FOUR-COUNTY ELEC POWER ASSN
 185.00

 26304 FOUR-COUNTY ELEC POWER ASSN
 57.20

 *** FUND TOTALS *** 155 DISTRICT 5 ROAD

 19.80 77.16 528.11 26175 FUELMAN
26181 FUELMAN
26185 MID-SOUTH PROPANE
26186 FUELMAN
26187 FUELMAN
26205 BACCO MATERIALS, INC.
26206 COLD MIX, INC.
26207 WARREN PAVING 187.65 93.98 270.90 99.27 164.17 140.52 698.36 266.81 26409 HANCOCK BANK
26410 HANCOCK BANK
26411 BANCORP SOUTH
*** FUND TOTALS *** 161 DISTRICT 1 BRIDGE 1158.99 1027.15 1525.03 5632.83 26226 G & O SUPPLY CO, INC
26227 WHITE OIL CO., INC.& TIRE CTR.
26235 HENRY BACKHOE & DIRT SERVICE
26238 GOLDEN TRIANGLE TIRE SVC LLC
26317 FOUR-COUNTY ELEC POWER ASSN
26318 CITY WATER & LIGHT DEPT.
26319 FOUR-COUNTY ELEC POWER ASSN
26320 MS INDUSTRIAL WASTE DISPOSAL
26413 HANCOCK BANK
*** FUND TOTALS *** 162 DISTRICT 2 BRIDGE 791.74 3391.75 225.00 49.99 57.20 35.00 235.00 91.89 1442.93 6320.50 26412 HANCOCK BANK
** FUND TOTALS *** 163 DISTRICT 3 BRIDGE 2157.41 2157.41 26148 ORMAN'S WELDING & FAB., INC. 26149 JIM'S AUTO PARTS, WEST POINT 26150 JIM'S AUTO PARTS, WEST POINT 26151 JIM'S AUTO PARTS, WEST POINT 26161 MID-SOUTH PROPANE 838.98 14.56 69.85 10.98 258.00 20101 MID-SOUTH PROPANE
26164 GOLDEN TRIANGLE TIRE SVC LLC
26165 GOLDEN TRIANGLE TIRE SVC LLC
26414 BANCORP SOUTH
26415 BANCORP SOUTH
* FUND TOTALS *** 164 DISTRICT 4 BRIDGE 120.99 949.00 853.86 1525.02 4641.24 Page 8

APCSCPRT438064

26200 BACCO MATERIALS, INC. 26201 BACCO MATERIALS, INC. 26202 BACCO MATERIALS, INC. 26203 BACCO MATERIALS, INC. 26204 BACCO MATERIALS, INC. 26217 PHEBA QUICK STOP 26218 COLD MIX, INC. 26221 THOMPSON MACHINERY 26224 WHITE OIL CO., INC.& TIRE CTR. 26305 HOOD EQUIPMENT CO., INC. 26425 BANCORP SOUTH 26426 HANCOCK BANK 26427 HANCOCK BANK *** FUND TOTALS *** 165 DISTRICT 5 BRIDGE 25996 REFRIGERATION SUPPLY COMPANY 26030 REFRIGERATION SUPPLY COMPANY 26061 LOWE'S HOME CENTER, INC. 26125 PHILLIP'S HARDWARE *** FUND TOTALS *** 370 UNA COMMUNITY CENTER	614.43 3275.32 613.29 1847.93 614.87 417.88 2002.65 1375.18 4789.46 9651.53 1525.01 1158.98 1027.15	28913.68
25996 REFRIGERATION SUPPLY COMPANY 26030 REFRIGERATION SUPPLY COMPANY 26061 LOWE'S HOME CENTER, INC. 26125 PHILLIP'S HARDWARE	100.00 358.94 605.34 1769.94	2834.22
*** FUND TOTALS *** 370 UNA COMMUNITY CEI 25956 O'REILLY AUTO PARTS 25958 H & O TRUCK & TRAILER REPAIR 25964 PHILLIP'S HARDWARE 25966 FUELMAN 25977 45 TRUCK AND TRAILER REPAIR 25978 45 TRUCK AND TRAILER REPAIR 25990 45 TRUCK AND TRAILER REPAIR 26014 NEWELL PAPER COMPANY 26020 TIGRETT STEEL & SUPPLY 26102 45 TRUCK AND TRAILER REPAIR 26103 45 TRUCK AND TRAILER REPAIR 26115 COLUMBUS WHOLESALE TIRE 26118 FUELMAN 26123 CLAY COUNTY CO-OP 26124 JIM'S AUTO PARTS, WEST POINT 26144 FUELMAN 26267 SILOAM WATER DISTRICT 26270 PHILLIP'S HARDWARE 26278 JIM'S AUTO PARTS, WEST POINT 26279 JIM'S AUTO PARTS, WEST POINT 26286 45 TRUCK AND TRAILER REPAIR 26388 GTR SOLID WASTE MGMT AUTHORITY 26421 BANCORP SOUTH 26431 FUELMAN 26432 45 TRUCK AND TRAILER REPAIR	180.78 164.86 11.99 583.80 743.51 65.00 370.00 1877.00 556.00 353.75 95.00 95.00 288.39 793.16 199.98 31.97 41.98 732.87 25.00 39.88 732.87 25.00 39.98 382.99 205.52 621.50 3988.22 3123.81 922.24 100.00	2834.22
*** FUND TOTALS *** 400 SANITATION		16594.30
26369 MS DEPT OF PUBLIC SAFETY 26370 MS DEPT OF PUBLIC SAFETY 26371 STATE TREASURER 26376 GOLDEN TRIANGLE CRIME STOPPERS *** FUND TOTALS *** 650 JUDICIAL ASSESSMI	902.00 22.00 21126.00 128.00 ENT CLEARING FUND	22178.00
26378 EAST MS COMMUNITY COLLEGE *** FUND TOTALS *** 690 EMJC MAINTENANCE	7247.88	7247.88
26374 EAST MISS. COMMUNITY COLLEGE *** FUND TOTALS *** 692 EMCC CAPITAL IMPR		4623.24

Page 9

APCSCPRT438064

THE STOEN

26373 EAST MISS. COMMUNITY COLLEGE
*** FUND TOTALS *** 697 VO-TECH MAINTENANCE 3955.50

3955.50

26372 EAST MISS. COMMUNITY COLLEGE *** FUND TOTALS *** 698 VO-TECH CAPITAL

3492.73

26377 TOMBIGBEE RIVER WTR MGMT DIST

4573.48

3492.73

*** FUND TOTALS *** 699 TOMBIGBEE RIVER VALLEY WATER MGMT.DIST.

4573.48

*** DOCKET TOTALS ***

432032.73

I CERTIFY THAT THE BOARD HAS EXAMINED EACH CLAIM ON THE JANUARY, 2018 DOCKET AND THE BILLS THEY REPRESENT AND FINDS EACH OF THE ABOVE DUE AND PAYABLE AND DIRECT THE CLERK TO ISSUE ARRANTS ON THE RESPECTIVE FUNDS. THIS THE 01ST DAY OF JANUARY 2018 11

Page 10

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 has been presented for payment as attached hereto as Exhibit A for Flood Plain Coordinator services rendered for the month of December 2018.

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

SO ORDERED this the 2nd day of January, 2018.

RWJ Consulting, LLC

Invoice for: Clay County Floodplain Administration December 4, 2017 – January 2, 2018

Clay County Board of Supervisors

Attn: The Honorable Shelton Deanes, President

P.O. Box 815, West Point, MS 39773

ITEM	'HOURS	*MILEAGE	TOTAL
12/04/17 Travel, interim inspection, photos, letter Bryan and Jennifer Alexander,	1.0 @ \$24.00=\$24.00		
667 Waterway Drive, West Point, MS 39773	0.5 @ \$48.00=\$24.00	See Attachment	\$48.00
12/04/17 Travel, interim inspection, photos, letter Brad Collums, 236 Nelda Drive	1.0 @ \$24.00=\$24.00		
West Point, MS 39773	0.5 @ \$48.00=\$24.00	See Attachment	\$48.00 ;
12/18/17 Conference, research, travel, letter Billy Doss, 142 3th Avenue, Pheba, MS	0.5 @\$24.00=\$12.00		<u>-</u>
39755	0.5 @\$48.00=\$24.00	See Attachment	\$36.00
12/27/17 Conference, research, travel, letter Richard or Brenda Rape 2609 Bnon	1.0 @ \$24.00=\$24.00	•	
Road, Cedar Bluff, MS 39741	1.0 @ \$48.00=\$48.00	See Attachment	\$72.00
12/27/17 Association of State Floodplain Managers (ASFPM) Annual Membership	NA	See Attachment	\$160.00
12/27/17 Association of Floodplain Managers of Mississippi (AFMM) Annual			*
Membership	NA NA	See Attachment	\$75.00
12/02/17 - 01/02/18 Driving time, copies for Board of Supervisors, Tax Assessor,	3.2 @ \$24.00=\$76.80		
Property Owners, MEMA, preparation for CRS, and prepare reports for Supervisors	2.0 @ \$48.00=\$96.00	62.3 @ \$0.48=\$29.90	\$202.70
TOTALS	\$611.80	\$29.90	\$641.70

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

Respectfully Submitted:

Please mail to:

RWJ Consulting, LLC

P.O. Box 1284

West Point, Mississippi 39773

RWJ/rj Encl as

Happy New Year!

IN THE MATTER OF EMPLOYING THE CHANCERY CLERK TO SERVICE AND ADMINISTER THE HOMESTEAD EXEMPTION LAW

WHEREAS, Section 27-33-37(M) of the Mississippi Code of 1972, Chapter 361, Laws of 1986, provides that the Board of Supervisors may employ the Chancery Clerk in connection with administering the Homestead Exemption Law; and

WHEREAS, Amy G. Berry, is the duly elected and commissioned Chancery Clerk of Clay County Mississippi, for a four year term, beginning January 4, 2016.

IT IS, THEREFORE ORDERED that Amy G. Berry, Chancery Clerk of Clay County, Mississippi, be and is hereby empowered to service and administer the Homestead Exemption law for the four year term beginning January 4, 2016 and ending Monday, January 6, 2020.

SO ORDERED this the 4th day of January, 2016.

IN THE MATTER OF ESTABLISHING THE TIMES AND PLACES BY WHICH THIS BOARD SHALL HOLD MEETINGS IN THE YEAR 2018

There came on this day for consideration the matter of establishing the times and places by which this Board shall hold meetings in 2018.

After motion by R. B. Davis and second by Luke Lummus this Board doth vote unanimously to adopt the following policy relating to the meetings of this Board for the calendar year 2018, to-wit:

- 1. TIMES: This Board shall meet the first Monday of each month, the Thursday following the first Monday, and the fourth Thursday of each month, provided Monday, September 3, 2018 is a Legal Holiday, therefore, Tuesday, September 4, 2018 shall be the meeting day, Thursday, November 22, 2018 is Thanksgiving Day, therefore, Thursday, November 15, 2018, shall be the meeting day in lieu of the Fourth Thursday meeting, and Thursday, December 27, 2018 meeting shall be moved to Thursday, December 20, 2018.
- 2. **PLACE:** This Board shall meet in the Board of Supervisors meeting room located in the Clay County Courthouse, West Point, Mississippi. All meetings will begin at 9:00 a.m. promptly.

SO ORDERED this the 2nd day of January, 2018.

Lynn D. Horton, President

ATTEST:

Amy . Berry, Chancery (

IN THE MATTER OF AUTHORIZING TO SUBSTITUTE GOOD FRIDAY HOLIDAY FOR CONFEDERATE MEMORIAL DAY

There came on this day for consideration the matter of authorizing to substitute Good Friday holiday for Confederate Memorial Day.

It appears to this Board as allowed under Section 3-3-7(2) of the Mississippi Code of 1972 this Board has the authority to substitute one legal holiday a year, and;

It appears to this Board the Chancery Clerk is requesting this Board's consideration to substitute Good Friday Holiday, March 30, 2018 in lieu of Confederate Memorial Day on Monday, April 30, 2018.

After motion by Shelton Deanes and second by Luke Lummus this Board doth vote unanimously to authorize to substitute Good Friday Holiday on March 30, 2018 for Confederate Memorial Day, April 30, 2018, as allowed under Section 3-3-7(2) of the Mississippi Code of 1972.

SO ORDERED this the 2nd day of January, 2018.

NO.		

IN THE MATTER OF AUTHORIZING AND APPROVING TO REHIRE ALL COUNTY EMPLOYEES FOR YEAR 2018

There came on this day for consideration the matter of authorizing and approving to rehire all County Employees for year 2018.

After motion by Luke Lummus and second by Joe Chandler this Board doth vote unanimously to authorize and approve to rehire all County Employees for Year 2018 as attached hereto as Exhibit A.

SO ORDERED this the 2nd day of January, 2018.

Board of Supervisors

ALLEN GINGER G Account Payable Assistant BOYD LAFRANCE Personnel Manager Asst

FORD ANGELA T Board Atty

HODGE TREVA R Personnel Manager

Chancery Clerk

BRADSHAW CHRISTINA Deputy Chancery Clerk/

Asst. Information Technology

Circuit Clerk

JOHNSON HOPE Deputy Circuit Clerk
SPRAGGINS BARBARA J Deputy Circuit Clerk

WASHINGTON MORGAN F

Tax Office

FROST KAY L

LANG JAMES D

Deputy Tax Assessor/Collector

Deputy Tax Assessor/Collector

Deputy Tax Assessor/Collector

PITTS ALICE S

Purchasing

BRADSHAW CHRISTINA Asst. Purchase Clerk
CUDE LESLIE R Purchase Clerk

Inventory Clerk

BERRY AMY G Inventory Clerk

Receiving Clerk

BOYD LAFRANCE Receiving Clerk

Maintenance

BANKS DANNY W PT
HAMPTON SIDNEY PT

HAWKINS FRANK
JEFFERSON DENNIS

LEE STANLEY E Maintenance Supervisor

Data Processing

HODGE TREVA R Information Technology Supervisor

Veteran's Service Officer

TOLLIVER CHARLES PT

Chancery Court

MCGEE ZATE Bailiff
MCNAMEE DANNY Bailiff
SWIFT WILLIE C Bailiff
YORK WESLEY A Bailiff

Circuit Court

BOYKIN SANDRA J Bailiff
MCNAMEE DANNY Bailiff
SWIFT WILLIE C Bailiff
YORK WESLEY A Bailiff

Youth Court

MCGEE ZATE Bailiff
MCNAMEE DANNY Bailiff

MYERS DEBORAH Deputy Youth Court Clerk, Intake Officer, Case Manager

RAY VICKI J Deputy Youth Court Clerk

STOREY THOMAS B Special Master

16TH Circuit Court Drug Court

HARRIS APRIL M Court Administrator

MORRIS CHRISTIE Deputy Clerk

Lunacy Court

ROSS HARRY S Indigent Prosecuting Attorney

STOREY THOMAS B Special Master

Justice Court

BRAGG HARRIETT C Justice Court Clerk
HOLCOMBE CHRISTY L Deputy Clerk

MCNAMEE DANNY Bailiff

PERRY LISA C Deputy Clerk

Public Defenders

STEWART MARLIN M WILLIAMS KRISTEN W

CCSO Section 19-25-19 of Mississippl Code of 1972

Deputies:

BELL JEREMY W Deputy Sheriff
BROWN FREDERICK L Deputy Sheriff
COE NICHOLAS A PT - Deputy Sheriff

CUNNINGHAM GEORGE

DUBOIS JEREMY

HAGGARD RICHARD A

HATCHER HARRISON G

LASTER BILLY J

LEE SHAWN C

LEE STANLEY E

P—mechanic

Deputy Sheriff

Deputy Sheriff

PT Deputy Sheriff

Deputy Sheriff

Deputy Sheriff

PETTIT BRADLEY PT Deput Sheriff **QUINN EVERETT Deputy Sheriff ROBERTS JORDAN Deputy Sheriff** SCOTT TERRY W **Deputy Sheriff SMITH CASSONDRA Deputy Sheriff** TATE LACOREY Deputy Sheriff -WILLIAMS RAMIREZ L **Deputy Sheriff WILLIAMSON FRANK E** ---process server YOUNG JAMES S **Deputy Sheriff**

Clerical:

FREE BARBARA Deputy Sheriff/Office Clerical FREE MADEANA A Deputy Sheriff/Office Clerical **HENDRIX MITZI Deputy Sheriff/Office Clerical HODGE KATHRYN A** PT - Deputy Sheriff/Office Clerical **INGRAM DEBORAH Deputy Sheriff/Office Clerical MOORE JESSE** PT - Deputy Sheriff/Office Clerical **SANDERS ELOISE** PT - Deputy Sheriff/Office Clerical WILLIAMSON JOSEPH **Deputy Sheriff/Office Clerical**

MTC TRANSPORT OFFICER

IRIONS DANIEL L Deputy Sheriff

SCHOOL SECURITY OFFICER

DOSS RESHEADA Deputy Sheriff

JAILOR:

AVANT ANNIE M Jailor
BOGGS PHILIP R Jailor
COOPERWOOD LARRY Jailor

CUMMINGS JOHN A Jail Administrator GOFF PATTY L ---Records clerk

KELLEY TOMMIE Jailor **MYLES CYNTHIA** Jailor **MYLES GAIL** Jailor NANCE LATISHA D Jailor RANDLE FRANK J Jailor Jailor STANGE LEENDERT Jailor SYKES-COBB DEMETRIA Jailor **TOWNSEND TIMOTHY** Jailor **TUBBS JAMES C** Jailor WASHINGTON TONY R

WEAVER MICHAEL A ---kitchen manager

EMA

HODGE TREVA R EMA Asst Director

911 25/162

ALSOBROOKS JOSEPH J PT - Dispatcher **BENNETT KATHERINE A** Dispatcher **BROOKS DANA** Dispatcher **COLE HEATHER S** PT - Dispatcher **CUMMINGS JAMES M** PT - Dispatcher **DOSS JAMES T** PT - Dispatcher **EDMONDS CERITA** PT - Dispatcher **ELLIS JOANNA** PT - Dispatcher **HODGE TREVA R** Dispatcher JENNINGS DUSTON R PT - Dispatcher JENNINGS MARK Dispatcher JONES TOWANDA PT - Dispatcher LEE BETH J Dispatcher Dispatcher MITCHELL DAMIEN PT - Dispatcher **NEELY LYRIAN S** Dispatcher PARKER TERESA L

LAW LIBRARY

HARRELL ROBERT D

VOL FIRE

MCCLENTON BRANDON PT

DISTRICT 1

DECKER JAMES E PT
EVANS WILLIE E
GARDNER STEPHEN
ROBERT WESTBROOK PT
IVY WILLIAM C

DISTRICT 2

JOHNSON LARRY
HOWARD BOYD PT
JONES GRADY W PT

DISTRICT 3

COGGINS TERRY N PT
INMAN ANTHONY B
MCKEE ROGER C
MCKEE STEPHEN L
THOMPSON WILLIAM PT

DISTRICT 4

CALVERT MARVIN L PT
FIELDS JOHN
WILLIE CARR PT
WALKER EARNEST L

DISTRICT 5

GASTON ROBERT PT
ROBERSON SAM L PT
STARKS JERRY W PT
STARKS ROBERT L PT
TAYLOR JOHN H

SANITATION

DEANS JOHNNY P
DOSS BILLY R
HUFFMAN JACOB A
LEE STANLEY E
STOVALL JOHN M
THOMPSON KEITH
TOMLINSON HERMAN
PT

ROBERT CALVERT COUNTY ENGINEER

RANDY JONES COUNTY FLOOD PLAIN COORDINATOR

TREVA HODGE E911 COORDINATOR/IT TECHNOLOGY DIRECTOR

PERSONNEL MANAGER

8 J MCCLENTON 4-H EXTENSION OFFICE AGENT

NATALIE RAY EXTENSION OFFICE AGENT

NATALIE MOSELEY EXTENSION OFFICE SECRETARY

3.T.O.	
NO.	
410.	

IN THE MATTER OF AUTHORIZING AND APPROVING TO PAY INVOICE TO HOOD EQUIPMENT COMPANY OF CALHOUN COUNTY

There came on this day for consideration the matter of authorizing and approving to pay invoice to Hood Equipment Company of Calhoun County.

It appears to this Board on October 18, 2017 purchase order no. 41705 was issued for \$ 1,500.00 to Hood Equipment Company to repair a leak and to replace brakes on a tractor belonging to District 5, S/N ZBJP51322, and;

It appears to this Board that once the vendor got in there to make the said repairs there was more than just a leak wrong with the tractor and the vendor discussed the matter with the Supervisor, but the Supervisor inadvertently failed to call and get a secondary purchase order issued for an additional amount, and;

It appears to this Board an invoice has been received from Hood Equipment Company for the said repairs in the amount of \$9,651.53 well over the purchase order amount of \$1,500.

After motion by Luke Lummus and second by Shelton Deanes this Board doth vote unanimously to authorize and approve to pay the said claim to Hood Equipment Company of Calhoun County in the amount of \$9,651.53 as attached hereto as Exhibit A.

SO ORDERED this the 2nd day of January, 2018.



PO BOX 340 - 106 CENTER STREET BRUCE, MS 38915 PHONE 662-983-7181 FAX 662-983-7789



Original invoice required for returned and warranty parts. A 25% restocking fee will be made against all returns.

No returns after 60 days of purchase. Special orders and electrical parts are non-returnable. ALL ACCOUNTS DUE & PAYABLE BY THE 10TH OF MONTH FOLLOWING PURCHASE.

SOLD TO 136798

CLAY COUNTY (C-P) ATTN:NIKKI CUDE P.O. BOX 815 365 COURT ST WEST POINT MS 39773 SHIP TO

365 COURT ST WEST POINT MS 39773 CASE PARMALL95 EN: ZBJP51322

PARMALL95 SBG PC #: 41705 Tax #: 0 M-00 51322 Date 11/13/17 WORK Qty Description customer said brake boot on rear axle needs replacing tech traveled to customers and inspected the tractor tech found boot was left hand side which requires removing steps and fuel tank tech arranged for tractor being picked up and hauled to dealership tech brought the tractor in and washed and cleaned the rear axle area tech drained the fuel tank and removed the steps and tank tech removed the brake linkage and removed the steps and tank tech removed the brake linkage and removed the cld seal tech rearend and trans leaking where they are bolted together and polts had worked looses service manager contacted customer with findings and texted pictures of leak customer said to repair tractor will have to be splitted fremoved drained uplay and found alot of metal on the magnet on drain plug "appeared to be teeth off a gear" service manger contacted customer with findings and customer said trans had given some trouble with employee operating tractor. tech removed all the plumbing and lines from the transmission to engine and raised off the chassis, windshield cracked while removed cab.tech disconnected all cab plumbing and barnesses dealer will pay for windsheld and installed tech plit the tractor between the rearend and trans tech also removed the mfd driveshaft for 4wd tech rolled the rearend away and disassembled the trans techs found the synchronizer gear damaged and was supprised tractor would even pull under a load techs found after trouble shooting the main transmission shaft was warped from the bolts working loose on trans techs removed the shaft and replaced with new bearings and seals techs resplaced the synchronizer and reassembled the transmission and harness techs removed the shaft and replaced with new bearings and seals techs resplaced the synchronizer and reassembled the transmission techs researed the transmission and bolted back together using loctite. techs reinstalled the cab and reconnected all plumbing and harness techs reconnected final adjustments techs checked for any leaks and found none te PriceAmount returned to service. FREIGHT-NONTAX a Charles and Till (1980) (1984) (1986) (1986) (1986) (1986) (1986) (1986) (1986) (1986) (1986) (1986) (1986)

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age 1 Continued on next page

PAY THIS



Pickup, delivery, and service call not covered by warranty. Not responsible for theft or damage on items left in the yard, Payments in full before delivery. Service warranty starts on date of invoice.



PO BOX 340 - 106 CENTER STREET BRUCE, MS 38915

PHONE 662-983-7181 FAX 662-983-7789



Original invoice required for returned and warranty parts. A 25% restocking fee will be made against all returns.

No returns after 60 days of purchase. Special orders and electrical parts are non-returnable.

ALL ACCOUNTS DUE & PAYABLE BY THE 10TH OF MONTH FOLLOWING PURCHASE.

SOLD TO

SHIP TO

136798 CLAY COUNTY (C-P)
ATTN:NIKKI CUDE
P.O. BOX 815
365 COURT ST
WEST POINT MS 39773

365 COURT ST WEST POINT MS 39773	
CASE FARMALL95 SN: SOLD EV: SEG PO #: 41705	ZBJP51322 MR 0 W.OO Date 17/13/17 WORK ORDER WOS1375

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PO BOX 340 - 106 CENTER STREET BRUCE, MS 38915 PHONE 662-983-7181 FAX 662-983-7789

AGRICULTURE

Original involce required for returned and warranty parts. A 25% restocking fee will be made against all returns.

No returns after 60 days of purchase. Special orders and electrical parts are non-returnable.

ALL ACCOUNTS DUE & PAYABLE BY THE 10TH OF MONTH FOLLOWING PURCHASE.

SOLD TO

SHIP TO

136798 CLAY COUNTY (C-P)
ATTN:NIKKI CUDE
P.O. BOX 815
365 COURT ST
WEST POINT MS 397

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PURCHASE UNDER CLAY COUNTY WEST POINT, MS

Requisition #: 24673 662-494-3124

OPEN

PO #: 41705 Date: 10/18/2017

Bill to:

CLAY COUNTY DISTRICT FIVE

365 COURT ST

PO BOX 815

WEST POINT

MS 39773-0000

HOOD EQUIPMENT CO., INC.

MS 38915-0000

P. O. BOX 340

Vendor #: 3731

BRUCE

Ship to:

CLAY COUNTY DISTRICT 5

365 COURT ST PO BOX 815

WEST POINT MS 39773-0000

Bid Date:

Contract Date:

QUANTITY	DESCRIPTION		PRICE	TOTAL
1.00	PARTS AND LABOR TO REPAIR TRACTOR LEAKING FLUID - R E BRAKES - ESTIMATE	155-		1500.00

TOTAL AMOUNT OF PURCHASE ORDER:

1500.00

Purchase Clerk

ORIGINAL DATE OF PRINT: 10/18/2017 9:48:43

PURCHASE ORDER CLAY COUNTY

Requisition #: 24673

WEST POINT, MS 662-494-3124

OPEN

PO #: 41705 Date: 10/18/2017

Bill to:

Vendor #: 3731

P. O. BOX 340

HOOD EQUIPMENT CO., INC.

CLAY COUNTY DISTRICT FIVE

365 COURT ST PO BOX 815

WEST POINT

MS 39773-0000

BRUCE

MS 38915-0000

Ship to:

CLAY COUNTY DISTRICT 5

365 COURT ST PO BOX 815

WEST POINT

MS 39773-0000

Bid Date:

Contract Date:

QUANTITY	DESCRIPTION	 	PRICE	TOTAL
1.00	PARTS AND LABOR TO REPAIR TRACTOR LEAKING FLUID - R E BRAKES - ESTIMATE	-	1500.00	1500.00

TOTAL AMOUNT OF PURCHASE ORDER:

1500.00

ORIGINAL DATE OF PRINT: 10/18/2017 9:48:43

PURCHASE REQUISITION

CLAY COUNT	Y PURCHASING	•	Requisition 24673
P.O. Box 815,	County Courthouse		
West Point, M	S 39773	Re	flated Purchase Order No. 41705
662-494-3313		<u> </u>	
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PO BOX 340 - 106 CENTER STREET **BRUCE. MS 38915**

PHONE 662-983-7181 FAX 662-983-7789



Original invoice required for returned and warranty parts, A 25% restocking fee will be made against all returns. No returns after 60 days of purchase. Special orders and electrical parts are non-returnable. ALL ACCOUNTS DUE & PAYABLE BY THE 10TH OF MONTH FOLLOWING PURCHASE.

SOLD TO 136798

CLAY COUNTY (C-P) ATTN:NIKKI CUDE P.O. BOX 815 365 COURT ST WEST POINT MS 39773

SHIP TO

ASE FARMA bld By: SEG hip By: i 41705 Tax #:

SN: ZBJF51322 HP 0 W:00 Data 11/13/17 WGRK ORDER W011375 13:22:13 PRT 2

Qty Description -----'ax

Price

Amount

customer said brake boot on rear axle needs replacing tech traveled to customers and inspected the tractor tech found boot was left hand side which requires removing, steps and fuel tank tech arranged for tractor being picked up and hauled to dealership tech brought the tractor in and washed and cleaned the rear axle area tech drained the fuel tank and removed the steps and tank tech removed the brake linkage and removed the old seal tech used special tool and presses in a new boot tech found the rearend and trans leaking where they are bolted together and boolts had worked loose service manager contacted customer with findings and texted pictures of leak customer said to repair tractor will have to be split tech removed drained plug and found alot of metal on the magnet on drain plug "appeared to be teeth off a gear" service manager contacted customer with findings and customer said trans had given some trouble with employee operating tractor: tech removed all the plumbing and lines from the transmission to engine and rearend tech removed harness, tech unbolted the cab and rearend tech removed harness, tech unbolted the cab and rearend and trans shed halso removed the mid draveshaft for 4wd tech rolled all cab plumbing and harnesses dealer will pay for windsheld the rearend away and disassembled the trans, tech disconnected all cab plumbing and disassembled the trans, tech cleaned metal shavings and chunks out of the trans housing, techs found the synchronizer gear damaged and was supprised tractor outled even pull under a load techs found after traoble shooting the main transmission shaft was warped from the bolts working loose on trans techs removed the shaft and replaced with new bearings and seals techs replaced the synchronizer and reassembled the transmission techs resealed the transmission and bolted back together using loctile techs reconnected fuel lines to engine and reinstalled tuel tank and trans vilk oll and replaced hydraulic filter techs aded the tractor and performed final adjustments techs che

FREIGHT-NONTAX

35/162

Continued on next page

PAY THIS AMOUNT





PO BOX 340 - 106 CENTER STREET BRUCE, MS 38915



PHONE 662-983-7181 FAX 662-983-7789 Original invoice required for returned and warranty parts. A 25% restocking fee will be made against all returns. No returns after 60 days of purchase. Special orders and electrical parts are non-returnable.

ALL ACCOUNTS DUE & PAYABLE BY THE 10TH OF MONTH FOLLOWING PURCHASE.

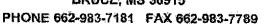
SOLD TO 136798 CLAY COUNTY (C-P) ATTN:NIKKI CUDE P.O. BOX 815 365 COURT ST WEST POINT MS 39773

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MUUD EQUIRMENT CO. OF CALHOUR COUNTY



PO BOX 340 - 106 CENTER STREET BRUCE, MS 38915





Original invoice required for returned and warranty parts. A 25% restocking fee will be made against all returns.
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SOLD TO

SHIP TO

136798 CLAY COUNTY (C-P)
ATTN:NIKKI CUDE
P.O. BOX 815
365 COURT ST
WEST POINT MS 39773

FARMALL95 SN: ZBJP#1322 B PO #: 41709 Date 11/13/17 WORK ORDER WO113: Tax # 13:22:13 PRT: 2 WO11375 Oty Description Price Amount ax ORDS PO345633 SUPPLIES 23.53 98.63 122.16 N N TEDFORDS ** TOTAL OUTSIDE LBR-NON juite. gwar. 19 (2017) 387 (21) 200 40.040 nne amgely et an eargel ., ., ., . . . 3. 211 i († 1864). State 1183.11 4.5636 37/162 9651,53 ** SUBTOTAL

Charge Sale

PAY THIS

AMOUNT

\$9651.53

RECEVING REPORT CLAY COUNTY

West Point, MS 39773

Vendor Book Equipment Cos Cultarin Date Received 11-13-17

040264

	ander street	Purchase Requisition Number
Shipped Fro	m: Bruce. Ma, 38915	Purchase Order Number
Shipped Via		
Quantity Received	Description of Co	mmodities or Services Received
	Case IH Luctor D-5 116	4/705
		
Received B	y gow H Taylor	Agrees with Purchase Order Except as Noted:
Receiving C	Clerk, Inventory Custodian, or Deputy	Clerk (Purchase Dept. or Accounting Dept.)
receipt of 2. Copy 1 sh 3. Copy 2 sh 4. The clerk upon the c	the commodities or services. tall be sent to the clerk of the board of supervisors. tall be sent to the Requisitioning Department (or inventory co	to the purchase clerk no later than noon on the third regular business day after introl clerk, if applicable); der, and receiving report to the vendor's properly itemized invoice prior to entry 162.

WHITE - Clerk of Board of Supervisors / CANARY - Requisition Department / BLUE - Purchase Clerk File / PINK - Office of Receiving Clerk

NO.	

IN THE MATTER OF AUTHORIZING PAYMENT TO THE LINK FOR SPECIAL SERVICES

There came on this day for consideration the matter of authorizing payment to the LINK for Special Services.

After motion by Joe Chandler and second by Luke Lummus this Board doth vote unanimously to authorize payment to the LINK for the invoices as attached hereto as Exhibit A in the amount of \$525.00 and \$19,383.75 for special services and for the Clerk to bill the City of West Point for reimbursement for one half of the said invoice as per the agreement.

SO ORDERED this the 2nd day of January, 2018.

Lynn D. Horton, President

Invoice

Invoice #

24669

Date 12/15/2017



LINK

PO Box 1328 Columbus, MS 39703

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

Item Code	Description	Amount
Clay County Reimbursement	Jones Walker invoice 915806	525.00

Γotal	\$525.00

JONES WALKER LLP

Alabama, Arizona, District of Columbia, Florida Georgia, Louisiana, Mississippi, New York, Texas

FED. I.D.# 72-0445111

VIA EMAIL: JPRIDMORE@GTRLINK.ORG

DECEMBER 11, 2017 INVOICE NO. 915806

RE: GENERAL PROJECT ADVICE - CLAY COUNTY

FILE NO. 140681-02

FOR PROFESSIONAL SERVICES RENDERED:

DATE INIT

ACTION

HOURS

11/02/17 CSP	PROJECT POLAR: REVIEW CORRESPONDENCE WITH RE	.70	262.50
	PROJECT POLAR STATUS; RELATED TELEPHONE		
	CONFERENCE WITH J. HIGGINS RE SAME;		
	CORRESPONDENCE WITH P. NOLAND TO FINALIZE		
	ZONING COMPLIANCE LETTER FROM THE CITY OF WEST		
	POINT; EDIT AND REVIEW PROPOSED LETTER AND SEND		
	SAME TO P. NOLAND; CONFIRM THAT LETTER, AS		
	REVISED, IS ACCEPTABLE TO THE COMPANY.		
	!		

11/06/17 CSP PROJECT POLAR: PREPARE FINAL ZONING COMPLIANCE
LETTER AND SUBMIT SAME TO R. JONES FOR
EXECUTION; RECEIVE SIGNED LETTER FROM SAME AND
DELIVER IT TO P. NOLAN WITH THE COMPANY VIA
EMAIL.

.70 262.50

TOTAL HOURS: 1.40

TOTAL FEES:

\$525.00

*TIME	AND FEE	SUMMARY-	
**	RATE	HOURS	FEES
CHRISTOPHER S. PACE	375.00	1.40	525.00
TOTALS		1.40	525.00

GOLDEN TRIANGLE DEVELOPMENT LINK DECEMBER 11, 2017 INVOICE NO.: 915806 FILE NUMBER: 140681-02

TOTAL COSTS: \$0.00

PAGE 2

TOTAL FEES AND COSTS: \$525.00

GOLDEN TRIANGLE DEVELOPMENT LINK

DECEMBER 11, 2017 INVOICE NO.: 915806 FILE NUMBER: 140681-02

FILE NAME: GENERAL PROJECT ADVICE - CLAY COUNTY

* * REMITTANCE COPY * * *

TOTAL FEES: \$525.00

PAGE 3

TOTAL COSTS: \$0.00

LESS CREDITS: \$0.00

TOTAL CURRENT FEES AND COSTS DUE \$525.00

BALANCE DUE ON PRIOR INVOICES:

DATE INVOICE NO. BALANCE 12/08/16 864715 \$455.00 07/26/17 895688 \$1361.00

TOTAL PRIOR INVOICE DUE: \$1,816.00

__ _ _ _ _ _ _ _ _

TOTAL AMOUNT DUE: \$2,341.00

LEASE SEND PAYMENT AND REMITTANCE COPY TO:

JONES WALKER LLP 201 St. Charles Ave. - 50th Floor New Orleans, Louisiana 70170-5100

GOLDEN TRIANGLE DEVELOPMENT LINK

DECEMBER 11, 2017 INVOICE NO.: 915806 FILE NUMBER: 140681-02

IF YOU PREFER TO REMIT VIA WIRE TRANSFER OR ACH CREDIT, OUR BANKING INSTRUCTIONS ARE:

Iberia Bank
New Orleans, Louisiana
ABA Number: 265270413
Account Number: 20000247731
Account Name: Jones Walker LLP

PLEASE INCLUDE OUR INVOICE NUMBER(S) IN THE WIRE OR ACH TEXT OR E-MAIL APPLICATION INSTRUCTIONS TO JWAR@JONESWALKER.COM

GOLDEN TRIANGLE DEVELOPMENT LINK

DECEMBER 11, 2017 INVOICE NO.: 915806 FILE NUMBER: 140681-02 PAGE 5

WE TRUST THAT YOU HAVE BEEN PLEASED WITH OUR LEGAL REPRESENTATION AND WE PPRECIATE THE OPPORTUNITY TO REPRESENT YOU IN THESE MATTERS. IF YOU HAVE NY QUESTIONS ABOUT THIS INVOICE, PLEASE CONTACT CHRISTOPHER S. PACE OR OUR CREDIT MANAGER AT (504)582-8220.

ATLANTA, GA (404)870-7500
BATON ROUGE, LA (225)248-2000
BIRMINGHAM, AL (205)244-5200
HOUSTON, TX (713)437-1800
JACKSON, MS (601)949-4900
LAFAYETTE, LA (337)593-7600
MIAMI, FL (305)679-5700
MOBILE, AL (251)432-1414
NEW ORLEANS, LA (504)582-8000
NEW YORK, NY (646)512-8101
PHOENIX, AZ (602)366-7889
TALLAHASSEE, FL (850)425-7800
WASHINGTON, DC (CAPITOL HILL) (202)203-1000
WASHINGTON, DC (DOWNTOWN) (202)434-4660
THE WOODLANDS, TX (281)296-4400

Invoice

Invoice #

24670

Date

12/14/2017



Golden Triangle Development LINK

PO Box 1328 Columbus, MS 39703

Bill To

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

Item Code	Description	Amount
Clay County Reimbursement	Calvert Spradling Engineers 6934 6933 6931 6932 6930 6929	666.25 10,203.75 3,916.25 218.75 1,130.00 3,248.75

46/162

Total

\$19,383.75

	Date	Hours	Rate	Billed Amount
Rusty Bowman				
120 - HOURLY SURVEY 2-MAN				
	10/27/2016	4.00	62.50	250.00
Stanley J. Spradling				
260 - HOURLY ENGINEER				
	10/26/2016	0.50	175.00	87.50
100 - PRELIMINARY				
	10/12/2016	1.50	175.00	262.50
	10/26/2016	1.00	175.00	175.00
	10/27/2016	0.50	175.00	87.50
	10/28/2016	0.50	175.00 _	87.50
	Labor subtotal	94.25		10,203.75
		lnv	oice total	10,203.75

Approved by:

lobert L. Calvert

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Approval _____

Golden Triangle Development Link P. O. Box 1328 Columbus, MS 39703

Invoice number

6934

Date

09/26/2017

Project 215-130 GTR LINK - CCEDD PROJECT BRONCO

Labor				
	Date	Hours	Rate	Billed Amount
John C. Freeman				
312 - PROJECT ENGINEER				
	08/25/2015	2.00	120.00	240.00
	08/26/2015	1.00	120.00	120.00
Stanley J. Spradling			•	
100 - PRELIMINARY				
	08/25/2015	0.75	170.00	127.50
William R. Jeffries				
170 - COMPUTER DESIGN				
	08/25/2015	0.75	, 55.00	41.25
Design	w.			
	08/26/2015	2.50	55.00	137.50
Design				
Design				
	Labor subtotal	7.00		666.25
			_	
		!nv	voice total	666.25

Approved by:

Robert L. Calvert

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48:/162

Page 1

> Golden Triangle Development Link P. O. Box 1328 Columbus, MS 39703

Code	1012	
Approval		
Approval		
nice number	6033	

Invoice number Date

6933 09/26/2017

Project 218-166 GTR LINK - PROJECT AEGIS

abor				
	Date	Hours	Rate	Billed Amoun
Dustin A. Brown				-
120 - HOURLY SURVEY 2-MAN				
	10/27/2016	4.00	62.50	250.00
John C. Freeman			•	
312 - PROJECT ENGINEER				
	10/11/2016	1.00	120.00	120.00
	10/12/2016	9.00	120.00	1,080.00
	10/13/2016	6.25	120.00	750.00
	. 10/14/2016	1.00	120.00	120.00
	10/18/2016	2.00	120.00	240.00
	10/19/2016	6.25	120.00	750.00
	10/21/2016	3.00	120.00	360.00
	10/25/2016	8.25	120.00	990.00
	10/27/2016	8.50	120.00	1,020.00
Matthew T. Forrester				
315 - ENGINEERING				
	10/26/2016	9.50	95.00	902.50
Cost Estimate for Water/Sewer Services; Conceptual Maps Cost Estimate for Water/Sewer Services; Conceptual Maps				
	10/27/2016	6.00	95.00	570.00
Cost Estimate for Water/Sewer Services; Conceptual Maps Cost Estimate for Water/Sewer Services; Conceptual Maps				
Mindy W. Ferguson				
210 - CLERICAL				
	10/25/2016	2.00	55.00	110.00
Environmental Manual cost estimate				
•	10/28/2016	0.25	55.00	13.75
scanned documents				
Robert Calvert Jr				•
170 - COMPUTER DESIGN				_
	10/25/2016	7.25	70.00	507.50
	10/27/2016	6.00	70.00	420.00
Robert L. Calvert				
260 - HOURLY ENGINEER 49/162				
117/65	10/25/2016	3.00	175,00	525.00
	10/28/2016	3.00	175.00	525.00
				Dena 1 of ?

Code	1112	
Approval		
Approval		

Clay County Economic Development District West Point, MS 39773

Invoice number

6931

Date

09/26/2017

Project 215-017 PROJECT OSPREY (WEST 172 AC+/-)

abor				
	Date	Hours	Rate	Bille Amour
John C. Freeman			7,010	
312 - PROJECT ENGINEER				
	02/09/2015	6.50	120.00	780.0
Mindy W. Ferguson				
210 - CLERICAL				
	02/06/2015	1.00	55.00	55.00
looked for files		•		
	02/09/2015	2.25	55.00	123.75
made revisions to forms letter to Joe Higgins (contact information) email to Mallory Darby (chemical analysis and sewer ordinance) email letter to Joe Higgins				
Robert Calvert Jr				
170 - COMPUTER DESIGN				
	02/06/2015	6.00	70.00	420.00
	02/09/2015	8.00	70.00	560.00
	02/10/2015	7.00	70.00	490,00
Robert L. Calvert				
260 - HOURLY ENGINEER				
	02/10/2015	2.00	170.00	340.00
Stanley J. Spradling				
100 - PRELIMINARY				
	02/06/2015	2.25	170.00	382.50
	02/09/2015	4.25	170.00	722.50
•	02/11/2015	0.25	170.00	42.50
	Labor subtotal	39.50		3,916.25
		Inv	oice total	3,916.25

Approved by:

Robert 1. Calast

Robert L. Calvert

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Page 1 of 2

Approval _____

Golden Triangle Development Link P. O. Box 1328 Columbus, MS 39703 Invoice number

6932

Date

09/26/2017

Project 216-077 CLAY-PROJECT TASTE BUD

Approved by:
Robert 1. Calut

Robert L. Calvert

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Page 1

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Approval	···	
Approval_		

Golden Triangle Development Link P. O. Box 1328 Columbus, MS 39703 Invoice number 6930 Date 09/26

09/26/2017

Project 216-110 LINK CLAY CO.-PROJECT AMERICOLD WEST POINT

abor				
	Date	Hours	Rate	Billed Amoun
Stanley J. Spradling				
100 - PRELIMINARY				
	06/29/2016	1.00	175.00	175.00
	06/30/2016	3.50	175.00	612.50
	07/01/2016	0.50	175.00	87.50
	07/30/2016	0.25	175.00	43.75
	08/01/2016	0.50	175.00	87.50
William R. Jeffries				
170 - COMPUTER DESIGN				
	07/01/2016	0.75	55.00	41.25
Reviewed e-mails from SJS. Printed each group of drawings from	m each e-mail for file.			
	08/01/2016	1.50	55.00	82.50
Searched for CAD drawings in files. Made changes needed to di reviewed them. E-mailed to SJS for review.	rawings. Made PDF dra	wings of eacl	hand .	
	Labor subtotal	8.00		1,130.00
		Inv	oice total	1,130,00

Approved by

Stanley J. Spradling

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Page 1

> Golden Triangle Development Link P. O. Box 1328 Columbus, MS 39703

Code (2/2
Approval
Approval

Invoice number

6929

Date

09/26/2017

Project 217-090 GTR LINK - CLAY CO - PROJECT BRYAN FOODS SITE

abor _			•	
_	Date	Hours	Rate	Billed Amount
Chyi-Hong Lin	<u></u>	· <u> </u>		
312 - PROJECT ENGINEER				
	06/20/2017	3.00	125,00	375.00
Sewer Line information along Churchill Road				
	06/23/2017	0.50	125.00	62.50
Print site plan				
John C. Freeman	•			
312 - PROJECT ENGINEER				
•	06/20/2017	1.25	125.00	156.25
Robert L. Calvert				
260 - HOURLY ENGINEER				
	08/24/2017	1.00	180.00	180.00
	09/08/2017	0.50	180.00	90:00
Stanley J. Spradling				
100 - PRELIMINARY				
	06/05/2017	0.50	180.00	90.00
	06/08/2017	1.00	180.00	180.00
	06/13/2017	0.25	180,00	45.00
	06/20/2017	2.25	180.00	405.00
	06/23/2017	0.50	180.00	90.00
	08/01/2017	0.75	180.00	135.00
	08/02/2017	0.75	180.00	135.00
	08/04/2017	0.25	180.00	45.00
·	08/17/2017	0.25	180.00	45.00
	08/24/2017	2.00	180.00	360.00
	08/28/2017	1.75	180.00	315.00
	09/05/2017	0.25	180.00	45.00
	09/07/2017	1.25	180.00	225.00
	09/08/2017	1.25	180.00	225.00
	09/12/2017	0.25	180.00	45.00
	Labor subtotal	19.50		3,248.75

Invoice total

3,248.75

53/162

Page 1 of 2

NO.	
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IN THE MATTER OF AUTHORIZING AND APPROVING OF THE PURCHASE AND SALE AGREEMENT ON THE "PASS IT ON BUILDING" AS LOCATED ON MAIN STREET

There came on this day for consideration the matter of authorizing and approving of the Purchase and Sale Agreement on the "Pass It on Building" as located on Main Street.

After motion by Luke Lummus and second by R. B. Davis this Board doth vote unanimously to authorize and approve of the Purchase and Sale Agreement on the "Pass It On Building" as located on Main Street and as attached hereto as Exhibit A and further authorizes President Shelton L. Deanes to execute the said agreement.

SO ORDERED this the 2nd day of January, 2018.

Lynn D. Horton, President

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into as of the ______ day of December, 2017 (the "Effective Date"), by and between the Regional Foundation for Mental Health and Mental Retardation, Inc., a Mississippi non-profit corporation ("Seller") and the Board of Supervisors of Clay County, Mississippi (the "County"), a political subdivision ("Purchaser").

WITNESSETH:

WHEREAS, Seller desires to sell, and Purchaser desires to buy, the property hereafter described, at the price and on the terms and conditions hereafter set forth.

- NOW, THEREFORE, in consideration of the recitals, the mutual covenants hereafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, it is agreed by and between the parties as follows:
- 1. <u>Purchase and Sale</u>. In consideration of the Purchase Price (as hereinafter defined) and upon the terms and conditions hereinafter set forth, Seller shall sell to Purchaser, and Purchaser shall purchase from Seller, the following:
- (a) All of the real property which is described as commercial real property consisting of a building with appurtenant parking areas located in the City of West Point, Clay County, Mississippi, and being comprised of 2.3202 acres, more or less, being generally depicted on Exhibit A attached hereto, together with all rights, tenements, hereditaments and appurtenances pertaining thereto, including, without limitation, any and all rights of Seller in and to any property lying in the bed of any street, road or avenue, open or proposed, in front of or adjoining such real property to the center line thereof, but subject to public rights-of-way and easements; any strips and gores of property adjacent to, abutting or used in connection with such real property; any easements and rights, if any, inuring to the benefit of such real property or to Seller in connection therewith (collectively, the "Land"); and
- (b) All improvements, structures and fixtures owned by Seller and placed, constructed or installed on the Land (the "Improvements").

The Land and Improvements shall hereinafter be collectively referred to as the "Property."

- 2. **Purchase Price.** The purchase price (the "Purchase Price") for the Property shall be FOUR HUNDRED NINETY-FIVE THOUSAND NO/100 DOLLARS (\$495,000.00) and shall be payable in the manner set forth in Section 4 below.
- 3. <u>Earnest Money</u>. Within ten (10) days after the Effective Date, Purchaser shall deposit the sum of FIVE THOUSAND AND NO/100 Dollars (\$5,000.00) (the "<u>Earnest Money</u>") with Edwards, Storey, Marshall, Helveston & Easterling, LLP, ("<u>Escrow Agent</u>"), as agent for Mississippi Valley Title Insurance Company (the "<u>Title Company</u>"), to be deposited in a non-

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interest bearing account and applied toward the Purchase Price at Closing (as hereafter defined), or returned to Seller, according to the terms and conditions of this Agreement. In the event of any dispute as to who is entitled to receive the Earnest Money, Escrow Agent shall have the right to retain the Earnest Money and disburse it in accordance with the final order of a court of competent jurisdiction or to deposit the Earnest Money with said court, pending a final decision of such controversy.

The parties hereby indemnify and hold harmless the Escrow Agent from any costs or claims incurred in any nature whatsoever related to serving in its capacity as Escrow Agent. Purchaser acknowledges that Escrow Agent acts as counsel to Seller and may continue to serve in that capacity, and that the performance by the Escrow Agent of its duties hereunder shall not in any way affect or require termination of such relationship with Seller.

- 4. Payment of Purchase Price. The Purchase Price shall be payable as follows:
 - (a) Earnest Money as provided in Section 3 hereof; and
- (b) The balance of the Purchase Price, subject to the prorations and adjustments set forth herein, shall be payable at Closing by wire transfer of immediately available funds.
- Within fifteen (15) days after the date hereof, the Title Title Insurance. Company shall deliver a commitment for title insurance (the "Commitment") dated not earlier than the date of this Agreement and committing to issue to Purchaser an owner's title policy, showing Seller's title to the Property to be good and indefeasible, together with true, correct and legible copies of all items and documents referred to therein or constituting exceptions thereunder. Purchaser shall have until five (5) days from receipt of the last of the Commitment and the Survey (as hereafter defined), whichever shall last occur, to examine the condition of title and approve or disapprove the same. Only (i) those items relating to the title to the Property or the Commitment waived by Purchaser as a result of the objection and cure provisions set forth in this Section 5 or those matters waived pursuant to Section 6 relating to the Survey, (ii) title exceptions pertaining to liens and encumbrances of a definite or ascertainable amount, which liens and encumbrances Seller shall cause to be removed at or prior to Closing (and Seller may use closing proceeds to effectuate such removal), (iii) taxes that are a lien but not yet due and payable, and for subsequent years, and (iv) mineral rights reserved by prior owners (not the Seller), provided the Property is not in violation of the same, shall be referred to as the "Permitted Exceptions." In the event that Purchaser disapproves of all or any item referred to in the Commitment, Seller shall have a period of thirty (30) days after notice of such disapproval within which to cure or remove such exceptions, it being understood that Seller is not obligated hereunder to cure any such title objection(s) except those of an ascertainable amount. In the event Seller fails or refuses to cure all of such items within such thirty (30) day cure period, Purchaser shall have the right to terminate this Agreement, whereupon the Escrow Agent is hereby authorized to, and shall upon request of Purchaser, return to Purchaser all Earnest Money that has been theretofore paid or deposited by Purchaser to it under or in connection with this Agreement, and the parties hereto shall be released from all obligations hereunder. alternative, at the request of Purchaser, Seller shall deliver the title to the Property in its existing

condition and Purchaser shall, by acceptance of such title, waive any objections to such title which have not been cured except as to warranties contained in the documents of conveyance.

- 6. <u>Survey</u>. Within thirty (30) days after the Effective Date, Purchaser may obtain a survey of the Property (the "<u>Survey</u>") prepared by a duly licensed property surveyor in the State of Mississippi. Purchaser shall have until five (5) days from receipt of both the Survey and the Commitment, whichever shall be the last to occur, to approve or disapprove the Survey. In the event that Purchaser disapproves of all or any item referred to in the Survey, Seller shall have a period of thirty (30) days after notice of objection thereto within which to cure or remove such items. In the event the Seller fails or refuses to cure all of such items within such five (5) day cure period, Purchaser shall have the right to terminate this Agreement, whereupon the Title Company is hereby authorized to, and shall upon request of Purchaser, return to Purchaser all Earnest Money that has been theretofore paid or deposited by Purchaser to it under or in connection with this Agreement, and the parties hereto shall be released from all obligations hereunder. In the alternative, at the request of Purchaser, Seller shall deliver the Survey of the Property in its existing condition and Purchaser shall, by acceptance of such Survey, waive any objections to such Survey.
- 7. <u>Inspection Items.</u> On or before ten (10) days after the Effective Date, Seller shall deliver to Purchaser the following to the extent the same are in the possession of Seller or its managing agent, certified, to the best of Seller's knowledge, to be true and accurate:
- (a) Complete architectural drawings and plans and specifications (the "Plans and Specifications"), engineering studies, surveys, title commitments and title policies, aerial photographs, soils tests, environmental studies, construction contracts, inspections, construction warranties, permits and other reasonable documents such as are available to Seller for the Improvements constructed on the Property. The parties acknowledge and agree that the Improvements on the property have been in existence for many years, initially as a grocery store and most recently as a resale shop. The Purchaser shall have the right to have the premises inspected in accordance with the terms and provisions of Paragraph 8 below.
 - (b) A copy of tax receipts for the preceding and current tax year.

If Seller shall fail to deliver any item required pursuant to this Section 7 within the time required, Purchaser, at its option, shall have the right to extend the Inspection Period and the Closing by the number of days elapsing between the date specified herein for delivery of such items and the date such items were actually delivered to Purchaser.

8. <u>Inspection Period</u>. Subject to review of title and Survey as detailed in Sections 5 and 6, Purchaser shall have a period of thirty (30) days (the "<u>Inspection Period</u>") from and after the Effective Date to have performed any and all inspections or studies of the Property which Purchaser may desire, including but not limited to a physical and mechanical inspection of the Property, a feasibility study of the Property, such environmental audits, reports and tests as Purchaser or its agents and consultants may request, and to inspect all books, records, financial information and other documents and information furnished or made available by Seller or third parties pertaining thereto; provided, however, that all information derived from such studies and

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inspections shall be used only for the purposes intended herein and Purchaser shall use good faith efforts to maintain the confidentiality of such information subject to providing same to Purchaser's proposed lenders, agents, and other third-parties consistent with purposes as may be required in the furtherance of this Agreement, and if the Purchaser subsequently elects to terminate this Agreement, the Purchaser shall exercise diligent efforts to return to Seller all information received from Seller with regard to the Property. If Purchaser shall find such inspections or studies to be unsatisfactory, for any reason or for no reason, or if Purchaser otherwise determines that the Property is not suitable for its intended use, for any reason whatsoever, in Purchaser's sole discretion, Purchaser shall have the right, at its option, to terminate this Agreement within said Inspection Period and, upon such termination, all Earnest Money previously deposited shall be immediately refunded to Purchaser and the parties hereto shall have no further liabilities one to the other, except as herein specifically set forth. Upon such notice within the Inspection Period, Seller hereby directs and authorizes the Escrow Agent to, and the Escrow Agent shall, notwithstanding any contrary instructions that Seller may hereafter give, immediately return any and all Earnest Money to Purchaser without further inquiry of any sort whatsoever in regard to the Seller, any broker or any other party in connection with this Agreement and without requiring the execution of any further release or consent by any party whatsoever. Purchaser shall indemnify and hold Seller harmless from and against any and all losses, liabilities, claims, causes of action and expenses arising out of inspections by Purchaser or its agents in accordance with this Section

9. Representations and Warranties.

- (a) <u>Representations and Warranties of Seller</u>. In addition to the representations and warranties expressly contained in other sections of this Agreement, Seller makes the following representations, warranties and covenants as of the date hereof and as of the Closing Date, and the truth of which shall be a condition precedent to Purchaser's obligation to close the transaction contemplated herein:
- (i) Regional Foundation for MH/MR is an entity duly organized, validly existing and in good standing under the laws of the State of Mississippi and has the power and authority to consummate the transaction contemplated hereunder. This Agreement and each of the closing documents to which the Seller is, or is to become a party, and the transactions contemplated by this Agreement and such closing documents have been duly authorized by all required company action on behalf of the Seller.
- (ii) This Agreement and each of the closing documents to which Seller is or is to become a party constitute, or will upon the execution and delivery thereof constitute, the legal, valid and binding obligation of the Seller, enforceable against Seller in accordance with the respective terms thereof except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.
- (iii) Seller has no knowledge of any pending improvements, liens or special assessments to be made against the Property by any governmental authority, except that

certain Special Assessment by the City of West Point Water and Light Department, which shall be satisfied and released prior to or simultaneously with the Closing of this Transaction.

- (iv) All utilities (including but not limited to, water, storm and sanitary sewer, gas, and electricity) are available on the Property in sufficient quantities to adequately service the usage of the Property, and the Seller has no knowledge that there are contingent liabilities, costs, expenses or outstanding assessments except as noted herein.
- (v) Except as previously disclosed in (a)(iii), there are no unpaid bills or claims in connection with the construction of the Property nor shall there be on the date of Closing; that no work or services have been performed to or on the Property which could give rise to the creation of any mechanic's, materialman's or similar lien.
- (vi) From and after the date hereof, and until the Closing or earlier termination of this Agreement, Seller shall not sell, assign or create any right, title or interest whatsoever in or to the Property or create or permit to exist any lien, easement, encumbrance or charge thereon, other than liens or encumbrances noted in the Commitment, without promptly discharging the same.
- Seller has not received written notice from any governmental agency of any existing violation of Environmental Laws (as hereinafter defined) related to the Property. Seller has not manufactured, introduced, released or discharged from or onto the Property any Hazardous Materials or any toxic wastes, substances or materials (including, without limitation, asbestos) in violation of Environmental Laws, and Seller has not used the Property or any part thereof for the generation, treatment, storage, handling or disposal of any Hazardous Materials in violation of any Environmental Laws. Seller has no knowledge of any underground storage tanks at the Property except as may be disclosed in any environmental reports delivered to Purchaser as part of the due diligence deliveries. The term "hazardous waste," "hazardous substance," "disposal," "release" and "threatened release" as used in this Agreement, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et. seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et. seq., The Resource Conservation and Recovery Act, 49 U.S.C. Section 6901, et. seq., or other applicable local, state or Federal environmental, health or safety laws, rules or regulations adopted pursuant to any of the foregoing or otherwise enacted ("Environmental Laws"). Seller represents and warrants that to the best of its knowledge and belief: (a) with respect to the Property, there does not exist (i) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by Seller (ii) any actual or threatened litigation or claims of any kind by any person relating to such matters; (iii) any buried tanks, drums and other containers now or previously having been located upon the Property; (iv) any electrical transformers or other equipment of any type or nature located upon the Property containing PCB's; (v) any matter that would cause the Property to constitute the location or source of environmental contamination; or (vi) any distilled hydrocarbons or perc on or under the Property, except in trace amounts; (b) Seller has no knowledge of any other environmental conditions with respect to the Property which now or in the future may require remediation; and

(c) Seller shall indemnify and hold harmless Purchaser from any breach of the representations and warranties herein contained.

With respect to the representations and warranties set forth in this Section 9, immediately upon discovery of any breach or inaccuracy with respect thereto, Seller shall advise Purchaser prior to Closing of such breach or inaccuracy in such representations or warranties for purposes of its representation and warranty of the same as of the Closing. The truth and accuracy of the statements set forth in the above representations and warranties are a condition precedent to Purchaser's obligation to close this transaction.

(b) Representations and Warranties by Purchaser.

- (i) Organization of the Purchaser. The County is a body politic in good standing authorized under the laws of the State of Mississippi to consummate the transaction contemplated hereunder. This Agreement and each of the closing documents to which the Purchaser is, or is to become a party, and the transactions contemplated by this Agreement and such closing documents have been duly authorized by all required representatives on behalf of the Purchaser.
- (ii) <u>Binding Obligation of the Purchaser</u>. This Agreement and each of the closing documents to which Purchaser is or is to become a party constitute, or will upon the execution and delivery thereof constitute, the legal, valid and binding obligation of the Purchaser, enforceable against Purchaser in accordance with the respective terms thereof except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.
- 10. <u>Closing</u>. The closing of the transaction contemplated by this Agreement (the ("<u>Closing</u>") shall be held on or before thirty (30) days after the end of the Inspection Period or such earlier date as may be designated by Purchaser and agreed to by Seller. The Closing shall be held in the office of the Escrow Agent.

11. Conditions to Closing

- (a) <u>Purchaser's Conditions to Closing</u>. Purchaser shall not be obligated to proceed with Closing unless and until each of the following conditions have been fulfilled or waives in writing by Purchaser:
- (i) On the Closing Date, all of the covenants and agreements to be complied with or performed by Seller under this Agreement on or before the Closing being complied with or performed in all material respects; and
- (ii) The representations and warranties made by Seller in this Agreement being true and complete in all material respects on and as of the Closing Date.

- (b) <u>Seller's Conditions to Closing</u>. Seller shall not be obligated to proceed with the Closing unless and until each of the following conditions have been fulfilled:
- (i) Purchaser is prepared to pay to Seller all amounts to be paid to it at Closing pursuant to the provisions of this Agreement;
- (ii) On the Closing Date, all of the covenants and agreements to be complied with or performed by Purchaser under this Agreement on or before the Closing being complied with or performed in all material respects; and
- (iii) The representations and warranties made by Purchaser in this Agreement being true and complete in all material respects on and as of the Closing Date.

12. Closing Deliverables.

- (a) <u>Seller's Deliveries</u>. At Closing, Seller shall cause to be delivered to the Escrow Agent or to Purchaser, as applicable, the items, documents and instruments specified herein in form acceptable to Purchaser, each being duly executed and acknowledged, and in recordable form, where required:
- (i) A general warranty deed (the "<u>Deed</u>") executed by the Seller and dated as of Closing, conveying good merchantable and insurable fee simple title to the Property, free from all liens, encumbrances, restrictions, claims, rights-of-way and other matters, excepting only the Permitted Exceptions in favor of Purchaser or its assignee.
- (ii) An assignment and bill of sale executed by Seller and dated as of Closing, conveying all of Seller's right, title and interest in and to all construction warranties, permits, licenses, and any other personal property related to the Property.
- (iii) Evidence acceptable to Purchaser and Title Company authorizing the consummation by Seller of the purchase and sale transaction contemplated hereby and the execution and delivery of the Closing Documents on behalf of Seller, the authority of Seller to execute and deliver such Closing Documents, and the valid execution of such Closing Documents on behalf of Seller.
- (iv) Such other documents, affidavits and instruments as requested by Purchaser or Escrow Agent to effect the Closing and the issuance of a title insurance policy, including a closing settlement statement (the "Closing Statement"), making such prorations and adjustments as required under this Agreement.
- (b) <u>Purchaser's Deliveries</u>. At the Closing, the Purchaser, or its permitted assignee, shall cause to be delivered to the Escrow Agent or to Seller, as applicable:
- (i) Collected funds payable to the Title Company representing the cash payment due in accordance with Section 3 hereof, less the Earnest Money already deposited and such credits to which Purchaser is entitled under the Closing Statement.

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- (ii) Such documents, affidavits or instruments as requested by the Escrow Agent toeffect the purchase as herein intended and the issuance of the Owner's Title Policy, including the Closing Statement.
- 13. <u>Closing Costs</u>. Notwithstanding anything to the contrary contained herein, the Parties shall pay the fees and expenses of their own counsel and consultants, and Closing costs shall be paid as follows:

By Seller:

- (a) Title Insurance Commitment and cost of title work in connection with issuance of same.
- (b) Expenses of placing title in proper condition; provided Seller agrees to cure title.
- (c) Seller's attorney's fees relating to this Agreement and the Closing.

By Purchaser:

- (a) Title premium for title policy and any endorsements.
- (b) Cost of the Survey.
- (c) Recording fees.
- (d) Purchaser's attorney's fees relating to this Agreement and the Closing.
- 14. <u>Prorations and Adjustments.</u> Ad valorem taxes shall be prorated (employing a 365-day year) between Purchaser and Seller as of the date of Closing based upon the current Property tax assessment. All assessments levied against the Property (whether or not yet due and payable) on or before the date of Closing shall be paid in full by Seller on or before Closing, including, without limitation, any assessment of the Property or any part thereof which is or may become properly due and payable by Seller in installments, even though one or more of such installments may not be due until after Closing.
- 15. <u>Commissions</u>. Each party represents and warrants to the other than no broker is involved in this Agreement and each party indemnifies the other against brokerage or commission claims arising out of the indemnifying party's actions.

16. Default and Remedies.

- (a) <u>Purchaser's Default</u>. If Purchaser fails to consummate this Agreement for any reason other than Seller's default or the permitted termination of this Agreement by either Seller or Purchaser as herein expressly provided, then Seller's sole and exclusive remedy shall be to immediately terminate the Agreement and receive and retain the Earnest Money as liquidated damages, and neither party shall have any further liability or obligation to the other. The liquidated damages referred to above shall be deemed to be Seller's sole and exclusive remedy in damages.
- (b) <u>Seller's Default</u>. In the event Seller fails to consummate this Agreement for any reason other than Purchaser's failure to consummate this Agreement or the permitted

1

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termination of this Agreement by Seller or Purchaser as herein expressly provided, Purchaser may, at its option, as Purchaser's sole and exclusive remedy either (i) terminate this Agreement, whereupon the Earnest Money and all interest accrued thereon shall be returned and paid to Purchaser, and neither party shall have any further liability or obligation to the other, except for the obligations of indemnification which expressly survive such termination, or (ii) pursue any other legal or equitable remedy, including, without limitation, a suit for specific performance.

17. Risk of Loss. Risk of loss to the Property shall be borne by Seller until title has been conveyed to Purchaser. In the event that the improvements on the Property are destroyed or materially damaged between the Effective Date of this Agreement and the date of Closing, Purchaser shall have the option of demanding and receiving back the Earnest Money, with the parties being released from all obligations of this Agreement, or, alternatively, taking such improvements as Seller can deliver. Seller shall maintain the Property through the Closing in substantially the same condition existing on the Effective Date, reasonable wear and tear excepted.

18. Notices.

Any notice, request, demand, instruction or other communication to be given to either party hereunder, except those required to be delivered at Closing, shall be in writing, and shall be deemed to be given upon receipt if (i) hand delivered, (ii) delivered by recognized overnight courier service, or (iii) delivered by facsimile, provided any such notice by facsimile is also sent no later than the following business day for delivery to the receiving party via recognized overnight courier service for next business day delivery, addressed as follows:

IF TO SELLER: THE REGIONAL FOUNDATION FOR MENTAL HEALTH

AND MENTAL RETARDATION, INC. ATTN. RICHARD DUGGIN, SECRETARY

P. O. B ox 1336 West Point, MS 39773

Telephone: (662)524-4347, Ext. 8039

Facsimile: (662)524-4364

WITH A COPY TO: MICHELLE D. EASTERLING, ESQ.

P.O. Box 835, West Point, MS 39773

Telephone: (662) 494-5184 Facsimile: (662) 494-4836

IF TO PURCHASER: SHELTON L. DEANES, PRESIDENT

CLAY COUNTY BOARD OF SUPERVISORS

P.O. Box 815

Telephone: (662) 494-3124 Facsimile: (662) 492-4059 WITH A COPY TO:

ANGELA TURNER FORD, ESQ.

Post Office Drawer 1500 Telephone: (66) 494-3124 Facsimile: (662) 492-4059

The addresses and addressees for the purpose of this Section 18 may be changed by either party by giving notice of such change to the other party in the manner provided herein for giving notice. For the purpose of changing such addresses or addressees only, unless and until such written notice is received, the last address and addressee stated herein shall be deemed to continue in effect for all purposes.

19. Tax Deferred Exchange. If either party to this Agreement wishes to enter into a tax deferred exchange in connection with this transaction, each of the parties agrees to cooperate with the other party in regard to such exchange, including the execution of such documents as may be reasonably necessary to affect the exchange; provided, (a) the party intending to do the exchange ("Exchange Party") delivers to the other party ("Non-Exchange Party"), for its review, no later than five (5) business days prior to the Closing any and all documents such Non-Exchange Party will be required to sign at the Closing in connection with such exchange; (b) such exchange does not delay the Closing; (c) all additional cost and expenses caused by such exchange shall be borne by the Exchange Party; (d) the Non-Exchange Party shall not incur any material liabilities in connection therewith; and (e) the Non-Exchange Party shall not be obligated to execute any note, contract or other document providing for any personal liability which would survive the Closing and such exchange.

20. Miscellaneous.

- (a) Eminent Domain. In the event that, prior to the date of the Closing, Seller acquires knowledge of any pending or threatened claim, suit or proceeding to condemn or take all or a material part of the Property under the power of eminent domain, then Seller shall immediately give notice thereof to Purchaser, and Purchaser shall have the right to terminate its obligations under this Agreement by delivering notice thereof to Seller within thirty (30) days after receiving notice from Seller of such condemnation or taking, and thereupon the Earnest Money shall be refunded to Purchaser and the rights and obligations of the parties hereto shall cease. If Purchaser shall not elect to terminate this Agreement pursuant to this Section, the parties shall proceed with the Closing in accordance with the terms hereof without abatement of the Purchase Price, but all proceeds of any condemnation award shall be payable solely to Purchaser, and Seller shall have no interest therein.
- (b) <u>Entire Agreement</u>. This Agreement and the exhibits attached hereto contain the entire agreement between the parties, and no written or oral promise, representation, warranty or covenant not included in this Agreement or any such referenced agreements has been or is relied upon by either party.
- (c) <u>No Oral Modification</u>. No modification or amendment of this Agreement shall be of any force or effect unless made in writing and executed by both Purchaser and Seller.

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- (d) <u>Choice of Law and Venue</u>. In the event that any litigation arises hereunder, it is specifically stipulated that this Agreement shall be interpreted and construed according to the laws of the State of Mississippi and that Venue shall be in Clay County, Mississippi.
- (e) <u>Attorneys' Fees</u>. The prevailing party in any litigation between the parties arising under this Agreement shall be entitled to recover reasonable attorneys' fees.
- (f) <u>Counterparts</u>. This Agreement shall be executed in any number of counterparts which together shall constitute the agreement of the parties. The Section headings herein contained are for purposes of identification only and shall not be considered in construing this Agreement.
- (g) <u>Assignment</u>. This Agreement, and the rights and obligations hereunder, may not be assigned by Purchaser except to an entity controlled by or under common control of Purchaser, a subsidiary or an affiliate of Purchaser. In the event of any such assignment, such assignee shall assume the obligations of the original party designated as Purchaser hereunder and shall provide written evidence of such assumption to the Seller. The original party designated as the Purchaser hereunder shall not be released from its duties or obligations hereunder in the event of such assignment. Seller agrees to close the transaction contemplated hereunder with the assignee of Purchaser. This Agreement may not be assigned by Seller.
- (h) <u>Successors</u>. This Agreement and the terms and provisions hereof shall inure to the benefit and be binding upon the parties hereto and their respective heirs, executors, personal representatives, permitted successors and assigns whenever the context so requires or permits.
- (i) <u>Enforceability</u>. If any provisions of this Agreement are held to be illegal, invalid or unenforceable under present or future laws, such provisions shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement.
 - (j) <u>Time of the Essence</u>. Time is of the essence of this Agreement.

(Signature page follows)

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

- <u>SELLER</u> -
REGIONAL FOUNDATION FOR MENTAL HEALTH AND MENTAL RETARDATION, INC. A MISSISSIPPI NON-PROFIT CORPORATION By: Richard Duggin
Its: Foundation Secretary
Date: 12 15 1217

- PURCHASER -

BOARD OF SUPERVISORS OF CLAY COUNTY MISSISSIPP, A POLITICAL SUBDIVISION

Its: Paradent Operates

EXHIBIT A

A lot or parcel of land lying and being situated in Clay County, Mississippi, and being more particularly described as follows, to-wit:

Beginning at the Southeast corner of Lot 1, Block 101, Ward 2, West Point, Mississippi, according to the A.L. Goodman map of said City, adopted January 11, 1938;

Thence West for 336.55 feet along the North right of way line of Main Street to a nail set;

Thence North 0°11'29" East for 300.45 feet along the East right of way line of Clarke Street to a nail set;

Thence North 89°37'20" East for 333.80 feet along a line 7.0' North o and parallel with the South right of way line of Cul-de-Sac Street to a nail set;

Then South 0°19'55" East for 302.65 feet along the West right of way line of Forest Street to the point of beginning;

Being Lot 1, Block 101, Ward 2 and 7.0' wide parcel of Cul-de-Sac Street adjacent to the North line of Lot 1, Block 101, Ward 2, West Point, Clay County, Mississippi, and containing 2.3202 acres, more or less.

The above property is also described as two parcels as follows:

Parcel 1: Lot 15 according to the map of the Clark Estate Subdivisions as recorded in Deed Book 1 at Page 353 of the records in the Chancery Clerk's office of Clay County, Mississippi, and which is the same as Block 15 of the Clark Estate Subdivision as shown on the map of the City of West Point made by C.L. Wood in 1907, and being bounded on the South by West Main Street, on the East of Forrest Street, on the North by Cul-de-Sac Street, on the West by Clark Street, being further described on Lot 1, Block 101, Ward 2 of the City of West Point, Clay County, Mississippi, according to the Arthur L. Goodman map and survey of said City officially adopted January 11, 1938.

Parcel 2: Beginning at the Northeast corner of Lot 1, Block 101, Ward 2, of the City of West Point, Mississippi, according to the A.L. Goodman Map of said City, adopted January 11, 1938, which point is the Point of Beginning, thence run West along the North property line of said Lot 1, Block 101, Ward 2, a distance of 329' to the Northwest corner of said Lot 1, Block 101, Ward 2; then run North a distance of 7.0' to a point; thence run East parallel to the North property line of said Lot 1, Block 101, Ward 2, 329.0' to a Point of Beginning. All lands being situated in the City of West Point, Clay County, Mississippi and containing 0.05 acres, more or less.

LESS AND EXCEPT: All oil, gas and other minerals located in, on and under said described real property which are reserved to the City of West Point, Mississippi, together with the right of ingress and egress to remove the same, as per Warranty Deed recorded in Deed Book 172 at page 69 of the records in the office of the Chancery Clerk of Clay County, Mississippi.

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NO.	
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IN THE MATTER OF AUTHORIZING AND APPROVING THE CORONER TO TRAVEL TO JACKSON, MS ON JANUARY 10-12, 2018 FOR THE MS CORONER'S ASSOCIATION MID WINTER CONFERENCE

There came on this day for consideration the matter of authorizing and approving the Coroner to travel to Jackson, MS on January 10-12, 2018 for the MS Coroner's Association Mid Winter Conference.

After motion by R. B. Davis and second by Shelton Deanes this Board doth vote unanimously to authorize and approve of the Coroner to travel Jackson, MS on January 10-12, 2018 for the MS Coroner's Association Mid Winter Conference as attached hereto as Exhibit A.

SO ORDERED this the 2nd day of January, 2018.

Lynn D. Horton, President





2018 Winter Conference Registration Form

Conference dates: January 10-12, 2018 / Jakken, MS

Executive Board Meeting: January 10, 2017 @ 6:00p.m. Early Registration for conference: January 10 @ 7:00 p.m.

Fees:

MSCMEA Members - \$250

Non-Members - \$350.00

Annual MSCMEA Membership - \$100

Conference fees "DO NOT" include lodging!

PLEASE COMPLETE THIS FORM AND RETURN WITH YOUR PAYMENT TO;

MS CORONER/MEDICAL EXAMINER ASSOCIAITON 319 HWY 49 S.

MCHENRY, MS 39561

NAME_	HIM	(alter)	(M)		-
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E-MAIL_	(arter	aluns54	10 gmai	1-com	_
COUNTY	//TITLE_	Clay	County	Coroner - CMET	
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IN THE MATTER OF AUTHORIZING AND APPROVING THE SHERIFF TO SUBMIT AN APPLICATION FOR THE MS HIGHWAY PATROL IMPAIRED DRIVING GRANT FOR YEAR 2018

There came on this day for consideration the matter of authorizing and approving the Sheriff to submit an application for the MS Highway Patrol Impaired Driving Grant for year 2018.

After motion by Luke Lummus and second by Shelton Deanes this Board doth vote unanimously to authorize and approve for the Sheriff to submit the application for the said grant as stated above and as attached hereto as Exhibit A.

SO ORDERED this the 2nd day of January, 2018

Lynn D. Horton, President

FY19 MOHS IMPAIRED DRIVING GRANT APPLICATION (154/405)

Mississippi Office of Highway Safety 1025 North Park Drive

Ridgeland, MS 39157

Phone: (601)977-3700; Fax: (601)977-3701

mohs@dps.ms.gov

1. Applicant Name:	Clay County Sheriff's Department Mailing Address:		2. Date: January 3, 2018 3. Beginning and Ending Dates:		
330 West Broad St.			(Ostaber 1 2018 Francisco 20 2010)		
West Point, MS 39773			(October 1, 2018-September 30, 2019)		
Telephone:		4. Subgrant Payment	t Method:		
662-494-2896 E-Mail:		X Cost Reimbur			
escottclaysheriff@gmail.com		5. DUNS # - 07911	7719		
		6. Congressional Dis	strict- MS01		
7. Program Title: DUI Enforcement	nt Officer, DUI Enforceme	nt Overtime, Equipme	ent, Travel		
8. The following funds will be prop	posed for FY19 funding:				
A. COST CATEGORY		B. SOURCE C	DERUNDS		
(1) Personal Services-Salary	47240.00	(1) Federal			
(2) Contractual Services		(2) State			
(3) Travel	500.00	(3) Local			
(4) Equipment	970.00	(4) Other			
(5) Commodities					
TOTAL		TOTAL			
The applicant agrees to operate the sections are attached and incorporate.	program outlined in this apporated into this application:	olication in accordance v	with all provisions as included herein. The following		
Project Identification Travel Commodities		oosed Countermeasures Ipment			
All policies, terms, conditions, and pro agrees to fully comply herewith.	ovisions in the application pro	ovided to applicants, are	also incorporated into this agreement, and applicant		
10. Apperviol Signature of Authoriz (March Board of Supervisor Preside Jurisdiction Theory)	zed Official ent/Commissioner) for Date	MOHS USE Only:			
Title: President, Board of Su	pervisors				

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Problem Identification:

Location:

This section must be filled out completely for all project applications.

City Name:	West Point Ms
County Name:	Clay County
Surrounding Counties:	Oktibbeha, Lowndes, Chickasaw, Monroe, Webster
Troop District:	District 5 Troop G
Number of Officers In Agency:	20
Number of Officers to Work Grant:	20
Number of Square Miles:	416

Number of Square Miles:	416
Number of Population:	20048
Major Roadways in the Area:	Hwy 45 Hwy 50 Hwy 46 Hwy 47 Old Hwy 10 Old Hwy 50 Hwy 389

<u>Problem Identification</u> <u>Summary:</u>

Please provide a detailed problem identification description for the location that the grant will seek funding, such as high speed areas, college/universities, factories, community events, alcohol related establishments, etc. <u>Please limit to 350 words for the Problem Identification Summary</u>.

Clay County, with a population of just over 20,000 is an industrialized county with multiple industrial and commercial factories. With the addition of these factories our county sees tens of thousands of visitors and workers on a daily basis. One of the man road systems for north and south traffic is Hwy 45 which runs through the heart of Clay county as well as Hwy 50 which connects all the communities within the county. This highway runs East and West. Clay County has began to see a rise in alcohol and drug involved individuals at scenes of crashes over the past years. An effort by the department is being seen to enhance and increase the enforcement of Alcohol and Drug offenders on the roadway. Drug involved Dui's and crashes have increased as deputies are dealing with and recognizing more, the side effects of drugs. Simply

crashes have increased as deputies are dealing with and recognizing more, the side effects of drugs. Simply put we are seeing a rise in the number of drug involved offenders as officers are becoming better trained. As with many departments budgets are an issue. It is our hopes that with a dedicated officer working 100% of his hours on the enforcement and prosecution of these offenders that Clay County will gain an image of if you are alcohol or drug involved driving that you will be stopped, arrested, and prosecuted on the crime. We believe that with this increased enforcement and education of our community that we can lower the number of crashes seen. The number of crashes seen in 2016 is one that with enforcement can be lowered. We will continue to enforce these laws but hop that with the help of the Office of Highway Safety a combination of a

full time officer who is trained in the enforcement and prosecution along with overtime enforcement will create the environment that the Clay county sheriff's department is committed to highway safety and keeping the roadway safe.

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Problem Identification Proposed Target, Performance Measure and Strategies to be achieved during FY19:

See Grant Funding Guidelines for information on correct format and information needed under this section. Must be specific, measureable (include hard numbers from previous year), detailed outline of program activities and projected achievements during grant period.

Alcohol Countermeasures (154 AL) - Alcohol enforcement projects are strictly for alcohol only related activities, programs and projects. Agencies must have a presence of alcohol related fatalities, injuries, crashes and citations in the area of service. The alcohol program is to work within the state to reduce alcohol related DUI fatalities, crashes and injuries through high visibility enforcement, checkpoints, saturation patrols and earned media.

Impaired Driving (405d) - The Impaired Driving program is for enforcement agencies working to reduce alcohol & drug related fatalities on our roadways. Agencies must have a presence of alcohol and drug related fatalities, injuries, crashes and citations in the area of service. Grant funds are to reduce alcohol and drug related fatalities, injuries and crashes through high visibility enforcement, checkpoints, saturation patrols and earned media.

Please use fatality data first, if agency has no fatalities during 2016, please use injury data. If agency does not have injuries, then agency should use data related to crashes.

Target for Enforcement Project-Alcohol Countermeasures (154AL):
The jurisdiction/agency of Clay County Sheriff's Office will (maintain) the number of alcohol related fatalities from1 in 2016 to1 by the end of 2019.
The jurisdiction/agency of Clay County Sheriff's Office will (reduce) the number of alcohol related injuries from10 in 2016 to9 by the end of 2019.
The jurisdiction/agency of Clay County Sheriff's Office will (reduce or maintain) the number of alcohol related crashes from11 in 2016 to _10_ by the end of 2019.
Target for Enforcement Project-Impaired Driving (405d):
The jurisdiction/agency of Clay County Sheriff's Office will (maintain) the number of alcohol & drug impaired fatalities from0 in 2016 to0 by the end of 2019.
The jurisdiction/agency of Clay County Sheriff's Office will (reduce) the number of alcohol & drug injuries from13 in 2016 to11 by the end of 2019.
The jurisdiction/agency of Clay County Sheriff's Office will (reduce) the number of alcohol & drug crashes

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your agency has never applied for grant funds or has	ease use 2017 grant funded citation data, if available. If been applied in several years, please start your "grant aired Driving Funding, you must include a performance aired (drug).
(Increase or Maintain) the number of grant funded citati FY19.	ons DUI, by% from _0 in FY17 to _65in
** If applying for 405 fund: Please include measure lists	ed below**
(Increase or Maintain) the number of grant funded citati20in FY19.	ons DUI/Other, by% from0_ in FY17 to
Strategies for Project:	
• Conduct at least8 checkpoints during year. (En	forcement Only)
• Conduct at least22 saturation patrols during ye	ear. (Enforcement Only)
Conduct at least4 alcohol presentations during	year (154 Alcohol Funding)
• Will there be Law Enforcement Instructor training claimed during grant period? (Full Time Officers Only)	(SFST, ARIDE, DRE) hours/time conducted and/or
YesxxNo	
FY19 Proposed Pro	gram Coordination:
If grant is awarded, please identify the following person responsible for the grant:	s that will be working on grant activities and will be
Name of Chief/Sheriff/Partner: Sheriff Eddie Scott	Name of Project Director: Deputy Harrison Hatcher
Phone Number: 662-494-2712	Phone Number: 662-494-2712
Email Address: Escottclaysheriff.gmail.com	Email Address: Sfl_14.harrison@yahoo.com
Name of Financial Manager: Stanley Lee	Name of Signatory Official: Lynn Horton
Phone Number: Phone Number: 6622955450 6622952323	

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Email Address:

cc_lhorton@dixie-net

Email Address:

FY19 Proposed Program Coordination: Proposed Project Staff for Grant Responsibilities:

Submit information for proposed project staff that will be funded with federal funds under the grant agreement. All expenses must be in accordance to current state and federal guidelines.

- *Unallowable Personnel Expenses for FY19: Fringe benefits (FICA & Retirement) and health insurance will not be allowable personnel expenses during FY19 for law enforcement agencies.
- *Full Time Officer Criteria: The MS Office of Highway Safety may provide funding for a Full Time DUI Officer. In order to be considered for funding a full time officer, an agency must meet 60% of the following criteria:
 - At least (1) DUI Fatal in 2016;
 - At least (1) DUI Injury in 2016;
 - Top 30 Alcohol or Drug Fatality County;
 - FY17 Grant Funded Arrests of 52 or higher;
 - Met or Exceeded Performance Measures agreed upon by agency in FY17 Grant Agreement

Personnel Title:	% of Time	Hourly Salary	# of Hours	Total:
DUI Officer Salary	100	15.50	2080	32,240.00
DUI Overtime Enforcement	100	Avg 25.00	600	15,000.00

Clay County Sheriff's Department has met the first two criteria of the DUI enforcement Officer Position. On the third criteria Clay county ranks 35. For the last two criteria no grant was held in 2017 therefore there were not 52 funded citations. Finally the last criteria, again no grant was held in 2017. We understand that of the 5 only 2 have been met. However are requesting consideration as no FY17 grant was held.

FY19 Proposed Contractual Services Expenses:

Include a detailed assessment of contractual services within the program area in which you will be applying. Also include a cost estimate for all contractual needs (rental, shipping costs, etc.). All expenses must be in accordance to current state and federal guidelines.

Type of Contractual Service Expenses:	Quantity/Amount of Service/Amount per Month	Total Costs of Expenses:	
Total Contractual Service Expense:			

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FY19 Proposed Travel Expenses:

Include a detailed assessment of travel needs within the program area in which you will be applying. Also include a cost estimate for all travel needs (airfare, hotel, hotel taxes, per diem, mileage, parking, baggage, and gratuity). All expenses must be in accordance to current state and federal guidelines.

Type of Travel	Number of People:	Cost:	Total:
In State Training		500.00	500,00
Total Travel Expense:			

The Clay County Sheriff's Department is requesting funds for travel to assist with training in the field of SFST, ARIDE, DRE (If allowed to attend) as well as training in the various alcohol and drug impaired conferences in the State. We understand that this travel must be pre approved by OHS.

Proposed Equipment:

Grant funding must be tied to performance, data and problem identification. Applications that are requesting equipment only applications will not be funded. Please list the cost for each piece of equipment requested.

Federal guidelines require equipment purchased must be essential to the project. If any equipment is requested in the application that is over \$5,000.00, please include quotes for the equipment, equipment descriptions and a through explanation of the use of the equipment and how it will impact the target and the agency problem identification.

All equipment must be approved by MOHS and/or NHTSA and be included on the Conforming Product List (CPL) and must be used specifically for the purposes for which is purchased. CPL list can be found at:

- Alcohol Screening Devices: (Only 154/405D/402PTS)
 http://www.gpo.gov/fdsys/pkg/FR-2012-06-14/pdf/2012-14582.pdf
- Breath Alcohol Measurement Devices: (Only 154/405D/402PTS)
 http://www.gpo.gov/fdsys/pkg/FR-2012-06-14/pdf/2012-14581.pdf
- <u>Calibrating Units for Breath Alcohol Testers(Only 154/405D/402PTS)</u>
 http://www.dot.gov/sites/dot.dev/files/docs/20121022 CPL Calibrating Units.pdf

<u>Unallowable equipment for FY19: Guns, Ammunition, Uniforms, Vehicles, Body Armor and Body Cameras. Radar and lidars are unallowable under alcohol/impaired funding sources.</u>

Type of Equipment:	# Requested: Cost Per Item: Line To		Line Total:
Portable Breath Tester	2	\$485.00	\$970.00
Total Equipment Expense:			

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We are requesting funding for two PBT's to assist deputies during overtime and if awarded full time DUI enforcement. With minor DUI's PBT will assist deputies with determination of low level alcohol involved induviduals.

FY19 Proposed Commodities:

Include a detailed assessment of other grant expenses within the program area in which you are applying. Also include a cost estimate for all additional grant expenses (mouthpieces, tape, office supplies, etc.). All expenses must be in accordance to current state and federal guidelines.

1	Type of Commodity Expenses:	Quantity	Price of Commodity:	Total of Expense:
-				
	Total of Commodity Expenses:			

No Funds are requested in Comodities

Mississippi Office of Highway Safety

MOHS FY19 Application Submission

The application submitted to the MOHS is a request for funds. Funding is based on funds available to the MOHS through federal and state funds. Application requests received are not guaranteed and will be subject to be adjusted as funding is available.

Each application will be reviewed by the MOHS staff and management for application completeness, data provided, citation information, budget requests of personnel, contractual services, travel, equipment and other expenses requested to enhance the already existing program. The proposed targets, performance measure and strategies are also reviewed for effectiveness and efficiency.

Applications received from continuation grant agencies will be reviewed by MOHS staff and management for application completeness, data provided, citation information, budget requests of personnel, contractual services, travel, equipment and other expenses requested to enhance the already existing program. Grants will also be funded based on the review of past grant performance of meeting targets and performance measures, expenditure of previous grant funds and information from program documentation and assessments.

The MOHS grant program is a data driven program and all applications must represent a need and the ability to help reach the State's target and performance measures to help reduce fatalities, crashes and injuries.

Submission of A-133 Financial Audit

All applicants for the FY19 MOHS Grant Application must submit a copy of the most recent A-133 financial audit from the requesting agency. If the A-133 financial audit is not included with the grant application, the application will not be considered for funding eligibility.

Incomplete Applications:

If all sections of this Application are not filled out, documentation provided and/or justifications provided, this Application will not be considered for review and/or approval. This includes missing signatures.

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Agreement of Understanding and Compliance:
The Agreement of Understanding and Compliance documents will be attached within the FY19 Grant Agreement. The Applicant will be required to sign all compliance documents upon receipt of the finalized Grant Agreement between the State, MOHS and applicant. Certifications and assurances will be included in the Grant Agreement.

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NO.		

IN THE MATTER OF AUTHORIZING AND APPROVING THE SHERIFF TO SUBMIT THE APPLICATION FOR THE MS HIGHWAY OCCUPANT PROTECTION GRANT FOR YEAR 2018

There came on this day for consideration the matter of authorizing and approving the Sheriff to submit the application for the MS Highway Occupant Protection Grant for year 2018.

After motion by Luke Lummus and second by Shelton Deanes this Board doth vote unanimously to authorize and approve for the submission of the grant application as stated above and as attached hereto as Exhibit A.

SO ORDERED this the 2nd day of January, 2018.

Lynn D. Horton, President

FY19 MOHS OCCUPANT PROTECTION GRANT APPLICATION (402) Mississippi Office of Highway Safety 1025 North Park Drive

Ridgeland, MS 39157

Phone: (601)977-3700; Fax: (601)977-3701

mohs@dps.ms.gov

1. Applicant Name:		2. Г	Date: January 3, 2	2018
Clay County Sheriff's Department Mailing Address:		3. B	Beginning and Er	ading Dates:
330 West Broad St. West Point, MS 39773		_x:	X_Full Grant: (C	October 1, 2018-September 30, 2019)
Telephone:			Mini Grant: (A	April 1, 2019-September 30, 2019)
662-494-2896 E-Mail:		_	_ Other (Specify	y Date:)
escottclaysheriff@gmail.com		-		
			Subgrant Paymen X_Cost Reimbur	nt Method: rsement Method
		5. D	DUNS # - 07911	17719
		6. C	ongressional Di	strict- MS 01
7. Program Title: Occupant Protecti	ion Grant			
8. The following funds will be prop	osed for FY19 funding	ζ:		
A. COST CATEGORY			B. SOURCE	OF FUNDS
(1) Personal Services-Salary	10,000.00		(1) Federal	10,000.00
(2) Contractual Services			(2) State	<u> </u>
(3) Travel			(3) Local	
(4) Equipment			(4) Other	
(5) Commodities	· [<u> </u>	
TOTAL	10,000.00		TOTAL	10,000.00
The applicant agrees to operate the sections are attached and incorporate the sections.			on in accordance	with all provisions as included herein. The following
Project Identification Travel Commodities		Proposed (Equipmen	Countermeasure at	5
agrees to fully congularization.	<u> </u>	ı provide	d to applicants, ar	re also incorporated into this agreement, and applicant
10. Approved Signature of Authoriz (Mayor Board of Elipsyvisor Preside Inside from to Signature Print Name: Lynn Hornon	ent/Commisioner) for	& MO	OHS USE Only:	
Title: President, Board of Su	pervisors			

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Problem Identification:

Location:

This section must be filled out completely for all project applications.

West Point Ms
Clay County
Oktibbeha, Lowndes, Chickasaw, Monroe, Webster
District 5 Troop G
20
20
416

Number of Square Miles:	416
Number of Population:	20,048
Major Roadways in the Area:	Hwy 45 Hwy 50 Hwy 46 Hwy 47 Old Hwy 10 Old Hwy 50 Hwy 389

Problem Identification:

Summary:

Please provide a detailed problem identification description for the location that the grant will seek funding, such as high speed areas, college/universities, factories, community events, etc. <u>Please limit to 350 words for the Problem Identification Summary</u>.

Clay County, with a population of just over 20,000 is an industrial county with multiple industrial and commercial factories. With the addition of these factories our county sees tens of thousands of visitors and workers on a daily basis. One of the man road systems for north and south traffic is Hwy 45 which runs through the heart of Clay county as well as Hwy 50 which connects all the communities within the county. This highway runs East and West. These motorists contribute to a large portion of crashes annually. When these motoristare passing through or traveling for work or fun crashes with restrain devices are often seen. It is our hopes that with a continued enforcement that we can begin to educate and when needed, enforce the laws as they relate to restraint devices on the citizens and regular visitors of the county. After that, with enforcement we believe that we will be able to change peoples use of restraint devices in neighboring counties as well as our own. The Clay county Sheriff's Department currently has seen a rise in crashes and violations as they relate to both restraint and child restraint violations. We attribute some of the these factors to the various new businesses that have moved into our county due of economic rise. We belive that with added enforcement and focused enforcement in these fields that we can contribute to a safer traveling environment. In 2016 statics for our county showed 30 teens wer injured in vehicular crashes. We are dedicated to both the enforcement and educational aspects of proper restraint usage. We have found that if motorists are educated early in life and feel that enforcement is a strong possibility then a corrected action is likely. Simply put if minors starting out driving feel that law enforcement will issue a citation they are more likely to not break that law.

<u>Problem Identification</u> <u>Proposed Target, Performance Measure and Strategies to be achieved during FY19:</u>

See Grant Funding Guidelines for information on correct format and information needed under this section. Must be specific, measureable (include hard numbers from previous year), detailed outline of program activities and projected achievements during grant period.

Please use fatality data first, if agency has no fatalities during 2016, please use injury data. If agency does not have injuries, then agency should use data related to crashes.

Target for Enforcement Project:
The jurisdiction/agency of Clay County Sheriff's Office will (maintain) the number of <u>unbelted</u> fatalities from2_ in 2016 to _2 by the end of 2019.
The jurisdiction/agency of Clay County Sheriff's Office will (reduce) the number of <u>unbelted</u> injuries from25_ in 2016 to23 by the end of 2019.
The jurisdiction/agency of Clay County Sheriff's Office will (reduce) the number of <u>unbelted</u> crashes from25 in 2016 to23 by the end of 2019.
<u>Performance Measures for Enforcement Project:</u> Please use 2017 grant funded citation data, if available. If your agency has never applied for grant funds or has been applied in several years, please start your "grant funded" citations at "0".
(Increase or Maintain) the number of grant funded Seat belt citations by% from0_ in FY17 to _150_in FY19.
(Increase or Maintain) the number of grant funded Child Restraint citations by% from0_ in FY17 to _5_in FY19.
Strategies for Project:
• Conduct at least6 checkpoints during year. (Enforcement Only)

• Conduct at least __20___ saturation patrols during year. (Enforcement Only)

FY19 Proposed Program Coordination:

If grant is awarded, please identify the following persons that will be working on grant activities and will be responsible for the grant:

Name of Chief/Sheriff/Partner: Sheriff Eddie Scott	Name of Project Director: Deputy Harrison Hatcher
	Phone Number: 662-494-2712
Email Address:	Email Address:
escottclaysheriff@gmail.com	Sfl_14.harrison@yahoo.com

Name of Financial Manager:	Name of Signatory Official:
Stanley Lee	Lynn Horton
Phone Number:6622955450	Phone Number:6622952323
Email Address:	Email Address:
	cc_lhorton@dixie-net.com

FY19 Proposed Program Coordination: Proposed Project Staff for Grant Responsibilities:

Submit information for proposed project staff that will be funded with federal funds under the grant agreement. All expenses must be in accordance to current state and federal guidelines.

*Unallowable Personnel Expenses for FY19: Fringe benefits (FICA & Retirement) and health insurance will not be allowable personnel expenses during FY19 for law enforcement agencies.

,—	Personnel Title:	% of Time	Hourly Salary	# of Hours	Total:
	Occupant Protection	100	Avg \$25.00	400	10,000,00

The Clay County Sheriff's Department is requesting 400 man hours of overtime for enforcement of Restraint violations. This will fund deputies from 1 deputy up to groups of 5 deputies. These deputies will work in conjunction with high population events as well as during planned blitz periods related to this funding. Deputies will work daytime enforcement in the county of Clay in the efforts of enforcement of retraint device laws. This requested funding will allow 400 man hours to be worked on strict enforcement of occupant protection related violations.

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FY19 Proposed Contractual Services Expenses:

Include a detailed assessment of contractual services within the program area in which you will be applying. Also include a cost estimate for all contractual needs (rental, shipping costs, etc.). All expenses must be in accordance to current state and federal guidelines.

Type of Contractual Service	Quantity/Amount of Service/Amount per	Total Costs of
Expenses:	Month	Expenses:
12 The second of		
Total Contractual Service		
Expense:		

There will be no Contractual Services requested

FY19 Proposed Travel Expenses:

Include a detailed assessment of travel needs within the program area in which you will be applying. Also include a cost estimate for all travel needs (airfare, hotel, hotel taxes, per diem, mileage, parking, baggage and gratuity). All expenses must be in accordance to current state and federal guidelines.

Type of Travel	Number of People	Cost:	Total:
Total Travel Expense:			

There will be no Travel requested in the Grant

FY19 Proposed Equipment:

Grant funding must be tied to performance, data and problem identification. Applications that are requesting equipment only applications will not be funded. Please list the cost for each piece of equipment requested.

Federal guidelines require equipment purchased must be essential to the project. If any equipment is requested in the application that is over \$5,000.00, please include quotes for the equipment, equipment descriptions and a through explanation of the use of the equipment and how it will impact the target and the agency problem identification.

All equipment must be approved by MOHS and/or NHTSA and be included on the Conforming Product List (CPL) and must be used specifically for the purposes for which is purchased.

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<u>Unallowable equipment for FY18: Guns, Ammunition, Uniforms, Vehicles, Body Armor, Body Cameras.</u> Radar and/or lidars are unallowable under Alcohol/Impaired Driving funding sources.

Type of Equipment:	# Requested:	Cost Per Item:	Line Total:	
N/A				
Total Equipment Expense:				

There will be no Equipment requested in the Grant

FY19 Proposed Commodities:

Include a detailed assessment of other grant expenses within the program area in which you are applying. Also include a cost estimate for all additional grant expenses (mouthpieces, tape, office supplies, etc.). All expenses must be in accordance to current state and federal guidelines.

Type of Commodity Expenses:	Quantity	Price of Commodity:	Total of Expense:
Total of Commodity Expenses:		_	

There will be no Commodity requested in the Grant

Mississippi Office of Highway Safety MOHS FY19 Application Submission

The application submitted to the MOHS is a request for funds. Funding is based on funds available to the MOHS through federal and state funds. Application requests received are not guaranteed and will be subject to be adjusted as funding is available.

Each application will be reviewed by the MOHS staff and management for application completeness, data provided, citation information, budget requests of personnel, contractual services, travel, equipment and other expenses requested to enhance the already existing program. The proposed targets, performance measure and strategies are also reviewed for effectiveness and efficiency.

Applications received from continuation grant agencies will be reviewed by MOHS staff and management for application completeness, data provided, citation information, budget requests of personnel, contractual services, travel, equipment and other expenses requested to enhance the already existing program. Grants will also be funded based on the review of past grant performance of meeting targets and performance measures, expenditure of previous grant funds and information from program documentation and assessments.

The MOHS grant program is a data driven program and all applications must represent a need and the ability to help reach the State's target and performance measures to help reduce fatalities, crashes and injuries.

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Submission of A-133 Financial Audit

All applicants for the FY19 MOHS Grant Application must submit a copy of the most recent A-133 financial audit from the requesting agency. If the A-133 financial audit is not included with the grant application, the application will not be considered for funding eligibility.

Incomplete Applications:

If all sections of this Application are not filled out, documentation provided and/or justifications provided, this Application will not be considered for review and/or approval. This includes missing signatures.

Agreement of Understanding and Compliance:

The Agreement of Understanding and Compliance documents will be attached within the FY19 Grant Agreement. The Applicant will be required to sign all compliance documents upon receipt of the finalized Grant Agreement between the State, MOHS and applicant. Certifications and assurances will be included in the Grant Agreement. Agreement.

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IN THE MATTER OF APPROVING TO SPREAD ON THE MINUTES THE GRAND JURY REPORT FOR THE OCTOBER 2017 CIRCUIT COURT TERM

There came on this day for consideration the matter of approving to spread on the minutes the grand jury report for the October 2017 Circuit Court Term.

After motion by Luke Lummus and second by Joe Chandler this Board doth vote unanimously to approve of the Grand Jury Report as attached hereto as Exhibit A and further authorizes for the said report to be spread on the minutes of the this Board.

SO ORDERED this the 2nd day of January, 2018.

Lynn D. Horton, President