

BE IT REMEMBERED that the Board of Supervisors of Clay County, Mississippi, met at the Courthouse in West Point, MS, on the 5th day of February, 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 Berry, Chancery Clerk, Angela Turner-Ford, Board Attorney, and Eddie Scott, Sheriff of Clay County; when and where the following proceedings were as determined to wit;

NO. _____

IN THE MATTER OF ADOPTING AND AMENDING THE AGENDA FOR THE BOARD OF SUPERVISORS MEETING HELD ON FEBRUARY 5, 2018

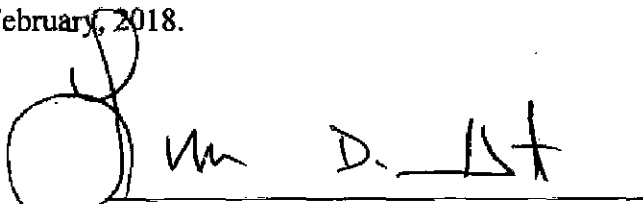
There came on this day for consideration the matter of adopting and amending the agenda for the Board of Supervisors meeting held on February 5, 2018.

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

- Consider the purchase of a freezer for the Jail
- Authorize the purchase of two restrictors and the installation of a dedicated phone line for the Elevator at the Courthouse
- Angela Turner-Ford regarding Legislative update

After motion by Shelton Deanes and second by Joe Chandler this Board doth vote unanimously for such agenda to be adopted as presented.

SO ORDERED this the 5th day of February, 2018.



Lynn D. Horton, President

150/162

**Clay County Board of Supervisors
Agenda for Board Meeting Held
Monday, February 5, 2018 at 9:00 a.m.**

- Call to Order
- Welcome and Prayer
- Adopt and Amend the Agenda
- Authorize and Approve the Claims Docket for the month of February 2018
- Authorize and approve payment to Randy Jones, Flood Plain Coordinator, in the amount of \$355.20 for services rendered in January 2018
- Paige Lamkin
 - Authorize and approve refund
- Adam Grubbs, Field Representative for Congressman Kelly
 - Update on the office and other issues
- Joe Smith, Southern Roofing, LLC
 - Request for the County to pay invoice in the amount of \$600.00 for the cleaning out of ditch adjacent to his business
- Authorize for payment to the LINK for Special Services on two projects in the amount of \$8,807.50 for Engineering Fees and further direct the Clerk to bill the City for its one half portion
- Authorize and approve the execution of the Local Cooperation Agreement and Right of Entry Forms on project no. PN 13-1711-056 Repair of Caradine Bridge off of Hwy 47 project by the TRVWMD
- Authorize and approve annual appropriation payment to the Growth Alliance for Advertising Resources
- Authorize and approve invoice as received from the MS Department of Employment Security in the amount of \$181.39
- Received title opinion as performed by Edwards, Storey, Marshall, Helveston, and Easterling on the County Court Complex property
- Recess until Thursday, February 8, 2018 at 9:00 a.m. at the Clay County Courthouse

Amendments:

151/162

NO. _____

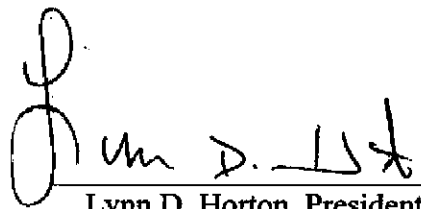
IN THE MATTER OF APPROVING THE CLAIMS DOCKET

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

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

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

SO ORDERED this the 5th day of February, 2018.



Lynn D. Horton, President

152/162

2/21/2018 15:30:32 CLAY COUNTY
CLAIMS SUMMARY FOR: 2/2018
FOR THE PERIOD ENDED FEBRUARY 05, 2018

CLAIM #	VENDOR NAME	AMOUNT
26565	COMMUNITY COUNSELING	95.00
26566	COMMUNITY COUNSELING	95.00
26567	COMMUNITY COUNSELING	95.00
26568	ANGELA GIBSON, NP	95.00
26569	ANGELA GIBSON, NP	95.00
26570	ANGELA TURNER-FORD	350.00
26571	JOSEPH HILLMAN, MD	175.00
26572	AMY G. BERRY - FEES	146.00
26573	AMY G. BERRY - FEES	146.00
26574	AMY G. BERRY - FEES	146.00
26575	H. SCOTT ROSS	350.00
26576	SALEEM ALI, MD	95.00
26577	SALEEM ALI, MD	95.00
26578	MARK CLIETT, ATTY.	350.00
26579	MARK CLIETT, ATTY.	350.00
26580	MARK CLIETT, ATTY.	350.00
26581	MARK CLIETT, ATTY.	350.00
26582	CLINTON L. MARTIN, ATTORNEY	450.00
26583	CLINTON L. MARTIN, ATTORNEY	350.00
26584	CLINTON L. MARTIN, ATTORNEY	350.00
26585	CARRIE KIMBROUGH	92.65
26586	MS STATE UNIV. EXTENSION SERV	1675.12
26587	MELISSA GRIMES	39.24
26588	R J YOUNG COMPANY	7.03
26589	AUTO-CHLOR SYSTEMS	196.95
26590	GOLDEN TRIANGLE PL & DEV DIST	2000.00
26591	GOLDEN TRIANGLE PL & DEV DIST	173.82
26595	DATA SYSTEMS MANAGEMENT, INC	2401.00
26596	XEROX CORPORATION	54.92
26597	DELTA COMPUTER SYSTEMS, INC	555.00
26598	DIXIE NET	200.00
26600	MARLIN M STEWART III	750.00
26601	KRISTEN WOOD WILLIAMS, PLLC	440.00
26602	BELLSOUTH / ATT	31.34
26603	MS SUPREME COURT	200.00
26604	LYNN CONNER	75.21
26605	CASH & CARRY CLEANERS	30.00
26606	CASH & CARRY CLEANERS	15.00
26607	CASH & CARRY CLEANERS	15.00
26608	CASH & CARRY CLEANERS	30.00
26609	CASH & CARRY CLEANERS	30.00
26611	PREMIER RADIOLOGY	184.00
26612	DPS CRIME LAB	360.00
26613	BILLY MILLER	125.00
26614	BILLY MILLER	151.00
26615	R J YOUNG COMPANY	88.92
26616	SOUTHERN TELECOMMUNICATIONS	627.32
26617	SOUTHERN TELECOMMUNICATIONS	72.40
26619	ROSE DRUG COMPANY	48.60
26620	CYNTHIA H ZELINKA	173.34
26623	FUELMAN	1096.67
26624	CLAY CO JUROR/POLLWORKER ACCT	2470.80
26625	MISSISSIPPI COURT COLLECTIONS	363.16
26626	CITY OF WEST POINT	1534.72
26627	CITY OF WEST POINT	903.92
26628	CITY OF WEST POINT	170.41
26629	CITY OF WEST POINT	54.18
26630	WEST POINT SCHOOLS	468.60

153/162

APCSCPRT443664

26631 WEST POINT SCHOOLS	4220.48
26632 WEST POINT SCHOOLS	2485.80
26633 WEST POINT SCHOOLS	149.01
26634 SUNFLOWER STORE	14.76
26635 SUNFLOWER STORE	100.00
26636 SUNFLOWER STORE	100.00
26638 UNITED PRODUCE	405.00
26639 WALMART COMMUNITY BRC	34.88
26640 WALMART COMMUNITY BRC	127.56
26641 WALMART COMMUNITY BRC	64.30
26642 WALMART COMMUNITY BRC	49.94
26643 WALMART COMMUNITY BRC	33.40
26644 WALMART COMMUNITY BRC	39.94
26645 KELLOGG HARDWARE & APPLIANCE	3.00
26646 PHILLIP'S HARDWARE	3189.47
26647 GUEST BODY SHOP, LLC	80.00
26648 NEWELL PAPER COMPANY	720.00
26649 GEORGE'S TIRE SERVICE	20.00
26650 GEORGE'S TIRE SERVICE	15.00
26651 O'REILLY AUTO PARTS	404.80
26652 GARY'S PAWN & GUN SHOP	232.56
26653 GEORGE'S TIRE SERVICE	651.95
26654 QUILL CORPORATION	19.28
26655 NEWELL PAPER COMPANY	159.42
26656 NEWELL PAPER COMPANY	23.19
26657 KNOX GROCERY LLC	50.00
26658 CLAY COUNTY CO-OP	13.65
26659 CLAY COUNTY CO-OP	18.20
26660 QUILL CORPORATION	45.57
26661 ALLMOND PRINTING	422.50
26662 QUILL CORPORATION	34.68
26663 QUILL CORPORATION	27.24
26664 GEORGE'S TIRE SERVICE	85.00
26665 KNOX GROCERY LLC	50.00
26666 QUILL CORPORATION	25.08
26667 QUILL CORPORATION	579.44
26668 QUILL CORPORATION	13.99
26669 QUILL CORPORATION	201.98
26670 QUILL CORPORATION	161.97
26671 QUILL CORPORATION	51.49
26672 QUILL CORPORATION	198.99
26673 QUILL CORPORATION	101.88
26674 NEWELL PAPER COMPANY	485.99
26675 NEWELL PAPER COMPANY	107.88-
26676 NEWELL PAPER COMPANY	159.42-
26677 JIM'S AUTO PARTS, WEST POINT	392.90
26678 QUILL CORPORATION	363.03
26679 QUILL CORPORATION	67.96
26680 QUILL CORPORATION	111.96-
26681 VEST BOOKBINDING	1991.50
26682 REFRIGERATION SUPPLY COMPANY	310.00
26683 WALMART COMMUNITY BRC	43.40
26703 FUELMAN	1153.54
26704 CASH & CARRY CLEANERS	15.00
26726 SAM'S CLUB	193.37
26727 WALMART COMMUNITY BRC	77.28
26729 SUNFLOWER STORE	14.76
26730 SUNFLOWER STORE	100.00
26731 ALLMOND PRINTING	475.00
26732 MERCHANT CO.	1487.85
26733 MERCHANT CO.	1322.17
26734 SYSCO FOOD SERVICES, INC.	1021.35
26735 WOOD FRUITTICHER GROCERY CO	1062.74

Page 2

154/162

26736	STARKVILLE FORD MERCURY, INC.	342.82
26737	QUILL CORPORATION	165.62
26739	DIVERSIFIED PRODUCTS USA INC.	560.00
26740	SAFEGUARD BUSINESS SYSTEMS	502.13
26741	LANN CHEMICAL	119.00
26766	R J YOUNG COMPANY	130.00
26767	R J YOUNG COMPANY	237.63
26768	TOTAL LAWN CARE	395.00
26769	PRO-VISION, INC.	610.00
26770	PRECISION COMMUNICATIONS, INC.	493.33
26771	INTEGRATED COMMUNICATION	125.50
26772	ALLMOND PRINTING	100.00
26773	QUILL CORPORATION	98.17
26774	QUILL CORPORATION	287.97
26775	QUILL CORPORATION	110.76
26776	REFRIGERATION SUPPLY COMPANY	907.24
26777	MOORE'S FEED	36.00
26778	PHILLIP'S HARDWARE	1567.94
26779	WALMART COMMUNITY BRC	74.85
26780	REFRIGERATION SUPPLY COMPANY	3001.94
26781	CARDMEMBER SERVICE	234.74-
26782	CARDMEMBER SERVICE	441.90
26783	CARDMEMBER SERVICE	378.90
26784	CARDMEMBER SERVICE	441.90
26785	CARDMEMBER SERVICE	700.00
26786	WALMART COMMUNITY BRC	11.76
26787	THAT'S 2 CUTE	320.00
26788	GEORGE'S TIRE SERVICE	30.00
26789	INTEGRATED COMMUNICATION	733.46
26790	GEORGE'S TIRE SERVICE	15.00
26791	UNIVERSITY SCREEN PRINT	325.90
26792	SUNFLOWER STORE	100.00
26793	SUNFLOWER STORE	53.65
26794	THAT'S 2 CUTE	82.00
26795	US FOOD SERVICE	773.47
26796	WALMART COMMUNITY BRC	43.20
26797	WALMART COMMUNITY BRC	69.84
26798	NEWELL PAPER COMPANY	519.30
26799	ORKIN- TUPELO, MS	74.90
26800	ORKIN- TUPELO, MS	50.00
26801	ORKIN- TUPELO, MS	50.00
26802	ORKIN- TUPELO, MS	33.00
26803	ORKIN- TUPELO, MS	69.10
26818	FRANKLIN TELEPHONE COMPANY	1252.72
26819	CITY WATER & LIGHT DEPT.	497.95
26820	CITY WATER & LIGHT DEPT.	59.82
26822	KATHRYN H BOYER	379.20
26835	FUELMAN	1317.88
26838	NATIONAL SHERIFFS' ASSOC.	41.00
26839	NATIONAL SHERIFFS' ASSOC.	41.00
26840	C SPIRE WIRELESS	50.28
26841	C SPIRE WIRELESS	50.28
26844	C SPIRE WIRELESS	39.14
26846	C SPIRE WIRELESS	185.03
26847	C SPIRE WIRELESS	571.18
26848	ITC DELTACOM, INC	630.40
26849	CASH & CARRY CLEANERS	35.00
26850	JOSEPH HILLMAN, MD	175.00
26851	AMY G. BERRY - FEES	146.00
26852	S.E. CHICKASAW WATER ASSOC.	20.00
26855	CASH & CARRY CLEANERS	15.00
26856	AMY G. BERRY - FEES	146.00
26857	COMMUNITY COUNSELING	95.00

26858	JAMES MCMANUS	50.00
26859	JOSEPH HILLMAN, MD	175.00
26860	WALMART COMMUNITY BRC	27.94
26883	BANCORP SOUTH	1097.57
26912	HANCOCK BANK	2363.83
26913	HANCOCK BANK	806.32
26914	HANCOCK BANK	2396.01
26917	RWJ CONSULTING, LLC	355.20
26918	CITY WATER & LIGHT DEPT.	805.18
26922	STARKVILLE L.P. GAS CO.	273.12
26923	MAGNOLIA BUSINESS SYSTEMS, INC	229.78
26924	MAGNOLIA BUSINESS SYSTEMS, INC	84.26
26925	MAGNOLIA BUSINESS SYSTEMS, INC	265.17
26926	MAGNOLIA BUSINESS SYSTEMS, INC	146.32
26927	MAGNOLIA BUSINESS SYSTEMS, INC	156.51
26928	MAGNOLIA BUSINESS SYSTEMS, INC	146.62
26929	MAGNOLIA BUSINESS SYSTEMS, INC	153.06
26930	MAGNOLIA BUSINESS SYSTEMS, INC	88.10
26932	TANYA WEST	575.00
26934	LYON INSURANCE AGENCY, INC	140.00
26935	LYON INSURANCE AGENCY, INC	104.00
26936	WALMART COMMUNITY BRC	23.61
26937	WALMART COMMUNITY BRC	18.26
26938	WALMART COMMUNITY BRC	18.26
26942	MISSISSIPPI VITAL RECORDS	83.00
26943	ADMINISTRATIVE OFFICE OF COURT	7711.18
26944	HARRISON HATCHER	65.24
26946	DRUG FREE WORKPLACES, INC	44.00
26947	DRUG FREE WORKPLACES, INC	44.00
26950	SILOAM WATER DISTRICT	25.00
26951	SILOAM WATER DISTRICT	25.00
26952	SILOAM WATER DISTRICT	25.00
26953	ALLMOND PRINTING	45.00
26956	KNOX GROCERY LLC	47.15
26957	KNOX GROCERY LLC	36.85
26958	QUILL CORPORATION	1269.90
26961	FOUR-COUNTY ELEC POWER ASSN	35.00
26962	FOUR-COUNTY ELEC POWER ASSN	53.00
26963	FOUR-COUNTY ELEC POWER ASSN	344.00
26964	FOUR-COUNTY ELEC POWER ASSN	38.00
26965	FOUR-COUNTY ELEC POWER ASSN	57.00
26966	FOUR-COUNTY ELEC POWER ASSN	114.00
26967	FOUR-COUNTY ELEC POWER ASSN	94.00
26968	FOUR-COUNTY ELEC POWER ASSN	35.00
26969	FOUR-COUNTY ELEC POWER ASSN	56.00
26970	FOUR-COUNTY ELEC POWER ASSN	298.00
26971	FOUR-COUNTY ELEC POWER ASSN	76.00
26972	FOUR-COUNTY ELEC POWER ASSN	46.00
26974	FOUR-COUNTY ELEC POWER ASSN	100.00
26975	FOUR-COUNTY ELEC POWER ASSN	55.00
26976	FOUR-COUNTY ELEC POWER ASSN	32.69
26977	OTIS ELEVATOR COMPANY	2460.86
26979	COMCAST CABLE	206.36
26982	CITY WATER & LIGHT DEPT.	256.02
26983	CITY WATER & LIGHT DEPT.	1002.90
26984	CITY WATER & LIGHT DEPT.	1213.81
26985	CITY WATER & LIGHT DEPT.	10730.02
26986	XEROX CORPORATION	17.71
26988	STARKVILLE L.P. GAS CO.	250.20
26989	STARKVILLE L.P. GAS CO.	91.44
26990	STARKVILLE L.P. GAS CO.	111.84
26991	WAUKAWAY DISTRIBUTORS INC.	31.80
26993	NATIONAL ELEVATOR INSPECTION	165.00

156/162

27001	WALMART COMMUNITY BRC	36.35	
27002	WALMART COMMUNITY BRC	14.54	
27003	WALMART COMMUNITY BRC	56.10	
27005	REXEL SOUTHERN ELECTRICAL	502.50	
27006	SHELL FLEET PLUS	43.00	
27007	COMCAST CABLE	145.90	
27008	LAFRANCE BOYD	22.56	
27009	LOCAL GOVERNMENT RECORDS OFFIC	205.50	
27021	CLAY CO.DEPT./SOCIAL SERVICES	316.67	
27022	DISTRICT ATTORNEY'S OFFICE	175.00	
27023	GOLDEN TRIANGLE AREA	2583.33	
27024	INSURANCE ACCOUNT	1170.46	
27025	HEALTH DEPT. OF CLAY COUNTY	3791.67	
27026	M & L BUILDING, LLC	400.00	
27027	COMMUNITY COUNSELLING SERVICE	2000.00	
27028	NATIONAL GUARD OF MISSISSIPPI	200.00	
27029	RESERVE ACCOUNT	2000.00	
27030	CLAY COUNTY SWCD OFFICE	800.00	
27031	UNITED POSTAL SERVICE	625.00	
27032	VICTIM WITNESS PROGRAM	1632.89	
27033	VICTIM WITNESS PROGRAM	443.70	
27034	REFRIGERATION SUPPLY COMPANY	66.36	
27035	FORERUNNER TECHNOLOGIES	96.00	
27036	FORERUNNER TECHNOLOGIES	96.00	
27037	GOLDEN TRIANGLE PL & DEV DIST	6826.00	
27038	MS COURT ADMINISTRATORS ASSOC	25.00	
27039	SALLY KATE WINTERS FAMILY SVCS	5000.00	
27040	AMERICAN RED CROSS	875.00	
27041	WEST POINT CLAY COUNTY ANIMAL	1250.00	
27042	CITY WATER & LIGHT DEPT.	3410.38	
27043	MISSISSIPPI DISCOUNT DRUGS	478.98	
27044	MTS/ MY TRANSPORT SERVICES	647.75	
27045	GOLDEN TRIANGLE PL & DEV DIST	1536.46	
27046	WALMART COMMUNITY BRC	7.97	
27047	JIM'S AUTO PARTS, WEST POINT	6.99	
27048	SOUTHERN PIPE & SUPPLY CO.	183.36	
27049	DELUXE BUSINESS CHECKS	85.89	
27050	QUILL CORPORATION	22.38	
27052	ATMOS ENERGY	28.36	
27053	ATMOS ENERGY	203.06	
27054	ATMOS ENERGY	666.35	
27057	FUELMAN	1135.25	
27114	AIRGAS SOUTH	33.67	
27115	AIRGAS SOUTH	164.74	
27116	AIRGAS SOUTH	98.35	
27117	LEXIS NEXIS RISK DATA MNGTMENT	555.21	
27118	SAFEGUARD BUSINESS SYSTEMS	271.77	
27119	GOLDEN TRIANGLE WATER	29.00	
27120	M & R PROTECTIVE SYSTEM	2975.00	
27121	COMCAST CABLE	185.90	
***	FUND TOTALS *** 001 GENERAL COUNTY		150735.54
26592	SANDERS & ASSOCIATES	6000.00	
26593	SANDERS & ASSOCIATES	2000.00	
26594	SANDERS & ASSOCIATES	1000.00	
***	FUND TOTALS *** 013 UTILIZATION		9000.00
26637	WALMART COMMUNITY BRC	24.80	
26728	SAM'S CLUB	366.56	
26754	COMCAST CABLE	99.45	
26836	EDGAR ROWAN BULLOCK	750.00	
26939	WALMART COMMUNITY BRC	138.00	
26940	WALMART COMMUNITY BRC	239.16	

26941 WALMART COMMUNITY BRC	98.00	
26978 COMCAST CABLE	101.72	
*** FUND TOTALS *** 040 SHERIFF'S INMATE CANTEEN		1817.69
26738 CLAY COUNTY CO-OP	25.95	
*** FUND TOTALS *** 041 SHERIFF'S CANINE DRUG UNIT		25.95
27020 TOMBIGBEE REGIONAL LIBRARY	22443.29	
*** FUND TOTALS *** 095 SPECIAL LIBRARY LEVY		22443.29
26618 SOUTHERN TELECOMMUNICATIONS	249.85	
26843 C SPIRE WIRELESS	50.28	
26911 BANCORP SOUTH	3013.85	
26945 BELLSOUTH / ATT	2168.00	
27004 NEWELL PAPER COMPANY	46.38	
27051 QUILL CORPORATION	137.55	
*** FUND TOTALS *** 097 E911 FUND		5665.91
26948 WEST GROUP PAYMENT CENTER	330.74	
*** FUND TOTALS *** 104 LAW LIBRARY		330.74
26845 C SPIRE WIRELESS	28.20	
*** FUND TOTALS *** 114 VOLUNTEER FIRE DEPARTMENT		28.20
26915 MS DEVELOPMENT AUTHORITY	2993.38	
*** FUND TOTALS *** 116 INSURANCE REBATE MONIES		2993.38
27123 GOLDEN TRIANGLE DEVELOPMENT	8807.50	
*** FUND TOTALS *** 138 TVA BRIDGE BOND MONEY		8807.50
26686 JIM'S AUTO PARTS, WEST POINT	51.47	
26698 CARQUEST AUTO PARTS, INC.	23.45	
26699 CARQUEST AUTO PARTS, INC.	38.87	
26700 CLAY COUNTY CO-OP	29.48	
26701 IVY SAW & MOWER	16.35	
26702 KELLOGG HARDWARE & APPLIANCE	29.99	
26707 SOUTHERN TELECOMMUNICATIONS	38.29	
26711 MCBRAYER QUICK LUBE	52.95	
26718 PHILLIP'S HARDWARE	49.99	
26722 ARAMARK UNIFORM SERVICES INC	35.15	
26723 ARAMARK UNIFORM SERVICES INC	35.15	
26724 ARAMARK UNIFORM SERVICES INC	35.15	
26725 ARAMARK UNIFORM SERVICES INC	35.15	
26755 GENERAL MACHINE WORKS	65.00	
26756 STARKVILLE L.P. GAS CO.	291.89	
26758 JIM'S AUTO PARTS, WEST POINT	45.09	
26759 JIM'S AUTO PARTS, WEST POINT	59.96	
26760 JIM'S AUTO PARTS, WEST POINT	5.98	
26761 JIM'S AUTO PARTS, WEST POINT	10.99	
26809 JIM'S TIRE COMPANY	15.00	
26810 JIM'S TIRE COMPANY	30.00	
26811 JIM'S TIRE COMPANY	15.00	
26812 JIM'S TIRE COMPANY	35.00	
26813 JIM'S TIRE COMPANY	45.00	
26814 JIM'S TIRE COMPANY	40.00	
26815 JIM'S TIRE COMPANY	78.00	
26816 JIM'S TIRE COMPANY	45.00	
26817 JIM'S TIRE COMPANY	40.00	
26900 CARQUEST AUTO PARTS, INC.	3.76	
26901 CARQUEST AUTO PARTS, INC.	82.19	
26902 CARQUEST AUTO PARTS, INC.	118.74	
26903 CARQUEST AUTO PARTS, INC.	3.68	
26904 CARQUEST AUTO PARTS, INC.	51.00	

158/162

26905	C SPIRE WIRELESS	50.28	
26907	ARAMARK UNIFORM SERVICES INC	35.15	
26908	CITY WATER & LIGHT DEPT.	35.44	
26909	ARAMARK UNIFORM SERVICES INC	40.43	
26919	45 TRUCK AND TRAILER REPAIR	112.00	
27060	KELLOGG HARDWARE & APPLIANCE	15.99	
27061	KELLOGG HARDWARE & APPLIANCE	4.48	
27062	KELLOGG HARDWARE & APPLIANCE	99.95	
27063	KELLOGG HARDWARE & APPLIANCE	14.99	
27066	SUNFLOWER STORE	11.01	
27067	SUNFLOWER STORE	9.18	
27068	SUNFLOWER STORE	9.18	
27069	SUNFLOWER STORE	4.59	
27070	SUNFLOWER STORE	4.59	
27071	SUNFLOWER STORE	6.98	
27072	SUNFLOWER STORE	9.18	
27073	SUNFLOWER STORE	11.01	
27074	SUNFLOWER STORE	4.59	
27075	SUNFLOWER STORE	4.59	
27076	SUNFLOWER STORE	4.59	
27077	SUNFLOWER STORE	4.59	
27093	SUNFLOWER STORE	11.01	
27094	SUNFLOWER STORE	9.18	
27095	SUNFLOWER STORE	4.59	
27096	SUNFLOWER STORE	9.18	
27097	SUNFLOWER STORE	9.18	
27098	SUNFLOWER STORE	8.02	
27099	SUNFLOWER STORE	4.59	
27100	SUNFLOWER STORE	4.59	
27101	SUNFLOWER STORE	4.59	
27103	FOUR-COUNTY ELEC POWER ASSN	194.00	
27122	FOUR-COUNTY ELEC POWER ASSN	64.80	
***	FUND TOTALS *** 151 DISTRICT 1 ROAD		2369.24
26715	PHILLIP'S HARDWARE	49.99	
***	FUND TOTALS *** 152 DISTRICT 2 ROAD		49.99
26823	DEVON ALLDAY	800.00	
26824	DEVON ALLDAY	850.00	
26825	DEVON ALLDAY	975.00	
26826	DEVON ALLDAY	975.00	
26827	STARKVILLE L.P. GAS CO.	169.25	
26828	CARQUEST AUTO PARTS, INC.	84.60	
26829	CARQUEST AUTO PARTS, INC.	4.94	
26830	CARQUEST AUTO PARTS, INC.	7.35	
26831	CARQUEST AUTO PARTS, INC.	53.76	
26832	CARQUEST AUTO PARTS, INC.	96.46	
26833	LOWE'S HOME CENTER, INC.	140.23	
26834	LOWE'S HOME CENTER, INC.	9.17-	
26842	TERRY'S GARAGE AND REPAIR	733.76	
26853	PHILLIP'S HARDWARE	80.58	
26854	C SPIRE WIRELESS	50.28	
26877	45 TRUCK AND TRAILER REPAIR	174.00	
26878	BACCO MATERIALS, INC.	226.53	
26879	BACCO MATERIALS, INC.	3395.59	
26880	BACCO MATERIALS, INC.	672.67	
26916	SILOAM WATER DISTRICT	25.00	
26933	CARQUEST AUTO PARTS, INC.	121.82	
26960	BACCO MATERIALS, INC.	453.80	
27083	FOUR-COUNTY ELEC POWER ASSN	64.80	
27084	FOUR-COUNTY ELEC POWER ASSN	76.00	
27085	H & O TRUCK & TRAILER REPAIR	1277.70	
27086	H & O TRUCK & TRAILER REPAIR	850.00-	

159/162

*** FUND TOTALS *** 153 DISTRICT 3 ROAD

10649.95

26694	CLAY COUNTY CO-OP	5.85
26696	JIM'S AUTO PARTS, WEST POINT	123.40
26697	JIM'S AUTO PARTS, WEST POINT	253.42
26712	SOUTHERN TELECOMMUNICATIONS	39.88
26713	MCBRAYER QUICK LUBE	53.90
26714	NORTH MS MEDICAL CLINIC	75.00
26720	ARAMARK UNIFORM SERVICES INC	25.00
26721	ARAMARK UNIFORM SERVICES INC	25.00
26746	PRESTON DOBBS TRUCKING AND	2730.00
26757	STARKVILLE L.P. GAS CO.	273.12
26886	C SPIRE WIRELESS	50.28
26888	PRESTON DOBBS TRUCKING AND	1365.00
26891	ARAMARK UNIFORM SERVICES INC	53.00
26892	SILOAM WATER DISTRICT	25.00
26999	BANCORP SOUTH	853.86
27082	FOUR-COUNTY ELEC POWER ASSN	64.80
27089	FOUR-COUNTY ELEC POWER ASSN	153.00
27090	FOUR-COUNTY ELEC POWER ASSN	57.00
27091	FOUR-COUNTY ELEC POWER ASSN	78.81

*** FUND TOTALS *** 154 DISTRICT 4 ROAD

6305.32

26744	CUSTOM PRODUCTS CORPORATION	58.30
26861	MCKEE'S KWIK STOP	38.35
26862	CLAY COUNTY CO-OP	27.30
26863	CLAY COUNTY CO-OP	27.30
26864	C SPIRE WIRELESS	72.90
26865	CARQUEST AUTO PARTS, INC.	18.49
26866	CARQUEST AUTO PARTS, INC.	190.32
26867	CARQUEST AUTO PARTS, INC.	16.06
26868	CARQUEST AUTO PARTS, INC.	28.93
26869	PHEBA QUICK STOP	420.33
26870	STARKVILLE L.P. GAS CO.	131.61
26876	SUN CREEK WATER ASSN.	43.83
27105	FOUR-COUNTY ELEC POWER ASSN	64.80
27106	FOUR-COUNTY ELEC POWER ASSN	199.00

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

1337.52

26705	FUELMAN	311.31
26706	AT&T / QLT CONSUMER LEASE	21.95
26708	FUELMAN	123.31
26710	RACKLEY OIL COMPANY, INC	272.70
26750	PRESTON DOBBS TRUCKING AND	330.00
26751	PRESTON DOBBS TRUCKING AND	1950.00
26906	FUELMAN	184.27
26994	HANCOCK BANK	1158.98
26995	HANCOCK BANK	1027.15
26996	BANCORP SOUTH	1525.01
27064	WHITE OIL CO., INC. & TIRE CTR.	2361.70
27065	FUELMAN	157.57
27102	CALVERT-SPRADLING ENGINEERS	3998.00

*** FUND TOTALS *** 161 DISTRICT 1 BRIDGE

13421.95

26684	JIM'S AUTO PARTS, WEST POINT	49.46
26685	JIM'S AUTO PARTS, WEST POINT	105.95
26687	JIM'S AUTO PARTS, WEST POINT	40.67
26688	JIM'S AUTO PARTS, WEST POINT	15.48
26689	JIM'S AUTO PARTS, WEST POINT	2.50
26690	JIM'S AUTO PARTS, WEST POINT	120.00
26691	JIM'S AUTO PARTS, WEST POINT	20.96
26692	JIM'S AUTO PARTS, WEST POINT	29.99
26693	JIM'S AUTO PARTS, WEST POINT	149.13

160/162


26695	JIM'S TIRE COMPANY	15.00	
26716	PHILLIP'S HARDWARE	29.63	
26717	PHILLIP'S HARDWARE	316.98	
26742	G & O SUPPLY CO, INC	585.72	
26747	BACCO MATERIALS, INC.	144.78	
26748	WARREN PAVING	744.72	
26749	WARREN PAVING	433.45	
26753	45 TRUCK AND TRAILER REPAIR	59.75	
26762	JIM'S AUTO PARTS, WEST POINT	143.91	
26763	JIM'S AUTO PARTS, WEST POINT	3.29	
26764	JIM'S AUTO PARTS, WEST POINT	86.93	
26804	JIM'S TIRE COMPANY	21.00	
26805	JIM'S TIRE COMPANY	15.00	
26806	JIM'S TIRE COMPANY	15.00	
26807	JIM'S TIRE COMPANY	80.00	
26808	CLAY COUNTY CO-OP	184.94	
26882	HANCOCK BANK	1442.93	
26893	PHILLIP'S HARDWARE	23.72	
26894	COLD MIX, INC.	690.46	
26895	DURACO INDUSTRIES, INC-JACKSON	105.78	
26896	CITY WATER & LIGHT DEPT.	35.00	
26897	C SPIRE WIRELESS	29.99	
26898	PHILLIP'S HARDWARE	11.75	
26899	MS INDUSTRIAL WASTE DISPOSAL	92.43	
26987	JIM'S AUTO PARTS, WEST POINT	44.97	
27078	CALVERT-SPRADLING ENGINEERS	3998.00	
27079	FOUR-COUNTY ELEC POWER ASSN	64.80	
27080	FOUR-COUNTY ELEC POWER ASSN	219.00	
27081	GOLDEN TRIANGLE WATER	37.28	
27108	JIM'S TIRE COMPANY	40.00	
27110	JIM'S AUTO PARTS, WEST POINT	12.58	
27111	JIM'S AUTO PARTS, WEST POINT	299.98	
27112	JIM'S AUTO PARTS, WEST POINT	13.99	
27113	JIM'S AUTO PARTS, WEST POINT	11.07	
***	FUND TOTALS *** 162 DISTRICT 2 BRIDGE		10587.97
26881	HANCOCK BANK	2157.41	
27087	CALVERT-SPRADLING ENGINEERS	3998.00	
***	FUND TOTALS *** 163 DISTRICT 3 BRIDGE		6155.41
26719	ARAMARK UNIFORM SERVICES INC	25.00	
26743	WHITE OIL CO., INC.& TIRE CTR.	6311.64	
26745	PRESTON DOBBS TRUCKING AND	1386.00	
26884	JIM'S AUTO PARTS, WEST POINT	9.99	
26885	JIM'S AUTO PARTS, WEST POINT	240.00	
26887	ARAMARK UNIFORM SERVICES INC	47.50	
26889	COLD MIX, INC.	595.66	
26890	JIM'S TIRE COMPANY	33.00	
26997	HANCOCK BANK	1027.17	
26998	HANCOCK BANK	1158.99	
27000	BANCORP SOUTH	1525.03	
27088	CALVERT-SPRADLING ENGINEERS	3998.00	
27092	GIBSON EQUIPMENT REPAIR	376.22	
***	FUND TOTALS *** 164 DISTRICT 4 BRIDGE		16734.20
26709	COLUMBUS WHOLESALE TIRE	943.67	
26752	PRESTON DOBBS TRUCKING AND	462.00	
26871	MCBRAYER QUICK LUBE	57.95	
26872	TERRY'S GARAGE AND REPAIR	45.00	
26873	TERRY'S GARAGE AND REPAIR	586.94	
26874	RACKLEY OIL COMPANY, INC	3802.80	
26875	THOMPSON MACHINERY	1094.32	
27058	HANCOCK BANK	1158.99	

-161/162

APCSCPRT443664

27059 BANCORP SOUTH	1525.02	
27104 HANCOCK BANK	1027.15	
27107 CALVERT-SPRADLING ENGINEERS	3998.00	
*** FUND TOTALS *** 165 DISTRICT 5 BRIDGE		14701.84
26954 NABORS CONCRETE COMPANY	296.78	
26955 LOWE'S HOME CENTER, INC.	1315.55	
*** FUND TOTALS *** 370 UNA COMMUNITY CENTER G/O NOTES 2017		1612.33
26599 GEORGE'S TIRE SERVICE	461.90	
26610 JIM'S AUTO PARTS, WEST POINT	12.99	
26621 FUELMAN	712.99	
26622 FUELMAN	622.98	
26765 JIM'S AUTO PARTS, WEST POINT	23.48	
26821 FUELMAN	741.38	
26837 45 TRUCK AND TRAILER REPAIR	65.00	
26910 BANCORP SOUTH	3123.81	
26920 45 TRUCK AND TRAILER REPAIR	100.00	
26921 45 TRUCK AND TRAILER REPAIR	35.00	
26931 STARKVILLE FORD MERCURY, INC.	47.68	
26949 SILOAM WATER DISTRICT	25.00	
26959 JIM'S AUTO PARTS, WEST POINT	245.90	
26973 FOUR-COUNTY ELEC POWER ASSN	55.00	
26980 FUELMAN	651.96	
26981 GTR SOLID WASTE MGMT AUTHORITY	4024.12	
26992 JIM'S AUTO PARTS, WEST POINT	34.41	
27055 PHILLIP'S HARDWARE	119.56	
27056 H & O TRUCK & TRAILER REPAIR	18.62	
27109 JIM'S AUTO PARTS, WEST POINT	52.48	
*** FUND TOTALS *** 400 SANITATION		11174.26
27010 STATE TREASURER	16159.75	
27011 MS DEPT OF PUBLIC SAFETY	750.00	
27012 MS DEPT OF PUBLIC SAFETY	718.00	
27013 MS DEPT OF PUBLIC SAFETY	39.00	
27018 GOLDEN TRIANGLE CRIME STOPPERS	110.00	
*** FUND TOTALS *** 650 JUDICIAL ASSESSMENT CLEARING FUND		17776.75
27017 EAST MS COMMUNITY COLLEGE	56105.56	
*** FUND TOTALS *** 690 EMJC MAINTENANCE		56105.56
27016 EAST MISS. COMMUNITY COLLEGE	35738.05	
*** FUND TOTALS *** 692 EMCC CAPITAL IMPROVEMENT CAMPAIGN		35738.05
27015 EAST MISS. COMMUNITY COLLEGE	30613.93	
*** FUND TOTALS *** 697 VO-TECH MAINTENANCE		30613.93
27014 EAST MISS. COMMUNITY COLLEGE	27035.21	
*** FUND TOTALS *** 698 VO-TECH CAPITAL		27035.21
27019 TOMBIGBEE RIVER WTR MGMT DIST	35308.69	
*** FUND TOTALS *** 699 TOMBIGBEE RIVER VALLEY WATER MGMT.DIST.		35308.69
*** DOCKET TOTALS ***		499526.37

I CERTIFY THAT THE BOARD HAS EXAMINED EACH CLAIM ON THE FEBRUARY, 2018 DOCKET AND THE BILLS THEY REPRESENT AND FINDS EACH OF THE ABOVE DUE AND PAYABLE AND DIRECT THE CLERK TO ISSUE WARRANTS ON THE RESPECTIVE FUNDS. THIS THE 05TH DAY OF FEBRUARY 2018



 PRESIDENT

162/162

NO. _____

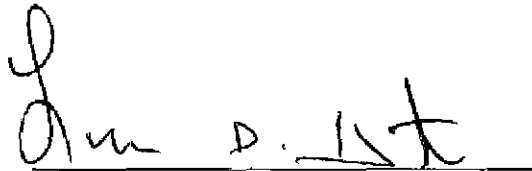
**IN THE MATTER OF AUTHORIZING PAYMENT TO THE CLAY COUNTY FLOOD
PLAIN COORDINATOR, RANDY JONES**

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

It appears to this Board an invoice has been presented for payment as attached hereto as Exhibit A for Flood Plain Coordinator services rendered for the month of January 2018.

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

SO ORDERED this the 5th day of February, 2018.



Lynn D. Horton, President

163/162

RWJ Consulting, LLC

Invoice for: Clay County Floodplain Administration
January 3, 2018 – February 5, 2018

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

ITEM	HOURS	*MILEAGE	TOTAL
01/22/18 Conference, research, travel, letter Eldra Rupert (David & Patricia Cox) 453 Pinkerton Road, West Point, MS 39773	1.0 @ \$24.00=\$24.00 1.0 @ \$48.00=\$48.00	See Attachment	\$72.00
01/25/18 Conference, research, travel, letter Coldwell Banker (Dorothy Kitchens) 416 Bus Blankenship Road, West Point, MS 39773	1.0 @ \$24.00=\$24.00 1.0 @ \$48.00=\$48.00	See Attachment	\$72.00
01/25/18 Conference, research, travel, letter Willie S. Thomas (Annie Evans) 231 Concord Road, West Point, MS 39773	1.0 @ \$24.00=\$24.00 1.5 @ \$48.00=\$72.00	See Attachment	\$96.00
01/03/18 – 02/05/18 Driving time, copies for Board of Supervisors, Tax Assessor, Property Owners, MEMA, preparation for CRS, and prepare reports for Supervisors	1.2 @ \$24.00=\$28.80 1.5 @ \$48.00=\$72.00	30.2 @ \$0.48=\$14.40	\$115.20
TOTALS	\$340.80	\$14.40	\$355.20

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

Respectfully Submitted:



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

RWJ/rj
Encl as

164/162

NO. _____

**IN THE MATTER OF AUTHORIZING THE VOIDING OF A TAX RECEIPT IN WHICH A
PAYMENT WAS INADVERTANTLY POSTED IN ERROR**

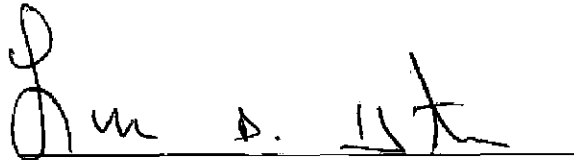
There came on this day for consideration the matter of authorizing the voiding of a tax receipt in which a payment was inadvertently posted in error.

It appears to this Board the Tax Assessor/Collector, Paige Lamkin, is requesting this Board's consideration in voiding a tax receipt on a payment received by her office for the 2016 ad valorem taxes and posted to parcel no. 084 07 007050000 under McClenton Investments, LLC inadvertently, and;

It appears to this Board since the funds have been settled to the General Fund, Mrs. Lamkin is requesting the Board to authorize the Clerk to refund to her the \$438.19 settled to the General Fund for her to then refund to Ditech Financial.

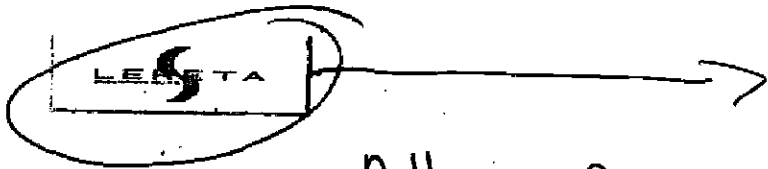
After motion by Luke Lummus and second Shelton Deanes this Board doth vote unanimously to authorize and approve of the said tax receipt to be voided and refund processed as stated above and as attached hereto as Exhibit A.

SO ORDERED this the 5th day of February, 2018.



Lynn D. Horton, President

165/162



Attn. Refunds

On behalf of our lender:
DITECH - 43500
1123 S. Park View Drive
Covina, CA 91724
PH: (800) 537-3821
626-657-6403

CLAY COUNTY
TREASURER
PO BOX 795
WEST POINT, MS 39773-0795
662-494-2724

Loan Number: 0066038307

Contract Number: 68611707

Borrower Name: YATES, TINA J
Property Address: 3097 STRONG HILL RD
City, State, Zip: WEST POINT, MS 39773

Tax ID: 084-07-00705.00
Bill# or Tax Cert #:

think this is wrong

YEAR	INSTALLMENT	BASE AMOUNT	PEN/INT	TOTAL
2016	FULL YEAR	\$ 409.52	\$ 28.67	\$ 438.19
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
TOTAL				\$ 438.19

Service Provided by LERETA LLC, Tax and Flood Services

Refund to Lereta -
We posted to wrong
account - (paige)

Date	Invoice Number	Comment	Amount	Discount Amount	Net Amount
8/3/2017	0000560897	0043500#0066038307#TINA M.	438.19	0.00	438.19

taxcustcare@lereta.com

166/162

check: 422406 8/3/2017 CLAY COUNTY Check Total: 438.19

NO. _____

**IN THE MATTER OF TABLING THE MATTER OF AUTHORIZING PAYMENT OF THE
INVOICE TO JOE SMITH**

There came on this day for consideration the matter of tabling the matter of authorizing payment of the invoice to Joe Smith.

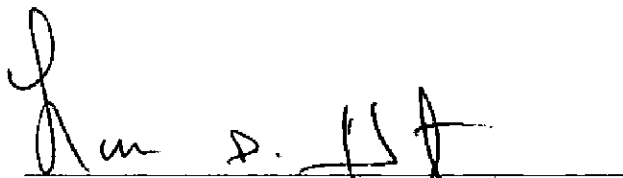
It appears to this Board Joe Smith a constituent and resident of District one who owns a business as located on West TVA Road called Southern Roofing has presented an invoice to this Board for payment in the amount of \$600.00 for having the ditch adjacent to his property cleaned out, and;

It appears to this Board Mr. Smith had been before the Board in August 2017 requesting this Board do something about the ditch and the flooding thereof when it rains which has ruined the foundation of the building his business is located on, and;

It appears to this Board he never heard back from his Supervisor Mr. Horton and therefore took it upon himself to have the said ditch cleaned out in an effort to keep the area from flooding when it rained and ultimately getting into his building, etc.

After motion by Lynn Horton and second by Shelton Deanes this Board doth vote unanimously to table the said matter until a later date to discuss further.

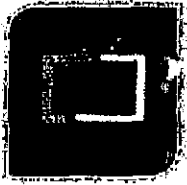
SO ORDERED this the 5th day of February, 2018.



Lynn D. Horton, President

167/162

Precision Site Prep LLC



Company Reg. No. : 1110940
Phone : 662-295-3815
Fax :
Email : plmulching.89@gmail.com
Address : 316 Country Oaks Lane
West Point
MS 39773

Invoice

Number : 685
Date : 11/24/2017
Terms (days) :
Due Date : 11/24/2017

Customer

Name : Joe Smith
Phone :
Email :
Address :

Product Code	Description	Quantity	Price	Amount
02	Excavator Clean up culvert behind shop	1.00	\$600.00	\$600.00

168/162

Comments

Subtotal \$600.00
Discount \$0.00

Total \$600.00

Printed with Invoice 360

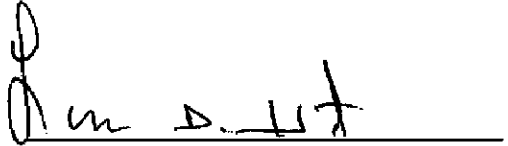
NO. _____

**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 Shelton Deanes and second by R. B. Davis this Board doth vote unanimously to authorize payment to the LINK for the invoice as attached hereto as Exhibit A in the amount of \$8,807.50 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 5th day of February, 2018.



Lynn D. Horton, President

169/162



Golden Triangle
Development
LINK

PO Box 1328
Columbus, MS 39703

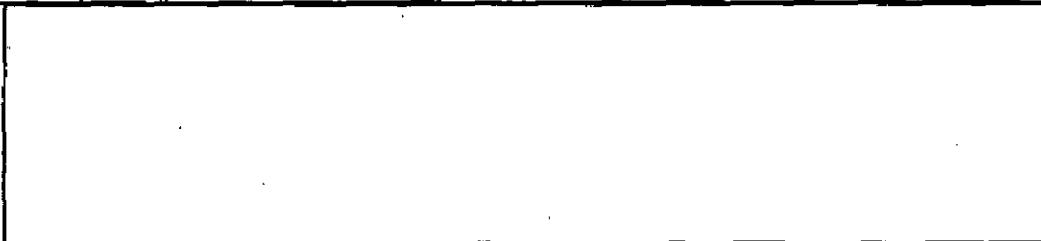
Invoice

Date	Invoice #
1/15/2018	24738

Bill To

Clay County Board of Supervisors
PO Box 815
West Point, MS 39773

Item Code	Description	Amount
Clay County Reimbursement	Calvert-Spradling engineers invoices 7064 & 7073	8,807.50



170/142

Total	\$8,807.50
--------------	------------

Calvert-Spradling Engineers, Inc
P. O. Drawer 1078
West Point, MS 39773
662-494-7101

Code 612
Approval _____
Approval _____

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

Invoice number 7073
Date 12/21/2017

Project 217-135 GTD LINK - PROJECT SNOOPY
- CLAY COUNTY

Labor

	Date	Hours	Rate	Billed Amount
Grace Pickle 210 - CLERICAL	09/14/2017	0.75	45.00	33.75
<i>worked on questionnaire for Brenda</i>				
Stanley J. Spradling 100 - PRELIMINARY	09/14/2017	1.75	180.00	315.00
	09/15/2017	1.00	180.00	180.00
Labor subtotal		3.50		528.75
			Invoice total	528.75

Approved by


Stanley J. Spradling

171/162

Calvert-Spradling Engineers, Inc
P. O. Drawer 1078
West Point, MS 39773
662-494-7101

Code 1012
Approval _____
Approval _____

OK
CHAY CO.
POLAR

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

Invoice number 7064
Date 12/21/2017

Project 217-090 GTR LINK - CLAY CO -
PROJECT POLAR


Labor

	Date	Hours	Rate	Billed Amount
Chyi-Hong Lin 312 - PROJECT ENGINEER				
<i>Meeting w/ city of wp and Carey, Sam at our office</i>	11/15/2017	1.50	125.00	187.50
Grace Pickle 210 - CLERICAL				
	11/30/2017	0.25	45.00	11.25
John C. Freeman 312 - PROJECT ENGINEER				
	10/02/2017	4.00	125.00	500.00
	10/03/2017	2.00	125.00	250.00
	11/20/2017	4.00	125.00	500.00
Katie Reams 315 - ENGINEERING				
<i>Meeting with Clearwater Consultants on loading.</i>	11/15/2017	1.50	90.00	135.00
<i>Calculate O2 demands for BOD and TKN. Retrieve DMR influent results. Conference call. Review Dr. Moore's model.</i>	12/11/2017	5.00	90.00	450.00
<i>Record notes from yesterday's meeting.</i>	12/12/2017	0.50	90.00	45.00
Matthew T. Forrester 315 - ENGINEERING				
<i>Meeting with Clearwater Consultants</i>	11/15/2017	2.00	100.00	200.00
<i>Meeting with Clearwater, City - Wastewater Surcharges</i>	12/19/2017	2.00	100.00	200.00
Robert Calvert Jr 170 - COMPUTER DESIGN				
	11/17/2017	2.50	70.00	175.00
Robert L. Calvert 260 - HOURLY ENGINEER				
	10/03/2017	1.50	180.00	270.00
	10/10/2017	2.00	180.00	360.00
	11/28/2017	1.00	180.00	180.00

172/162

Labor

	Date	Hours	Rate	Billed Amount
Robert L. Calvert 260 - HOURLY ENGINEER	12/08/2017	2.00	180.00	360.00
	12/11/2017	2.00	180.00	360.00
Stanley J. Spradling 260 - HOURLY ENGINEER	11/13/2017	0.50	180.00	90.00
	11/14/2017	0.25	180.00	45.00
	11/15/2017	2.00	180.00	360.00
	11/17/2017	1.00	180.00	180.00
	11/20/2017	0.75	180.00	135.00
	11/22/2017	0.50	180.00	90.00
	11/28/2017	2.25	180.00	405.00
<i>meeting</i>	11/29/2017	1.25	180.00	225.00
	11/30/2017	1.50	180.00	270.00
	12/01/2017	0.25	180.00	45.00
	12/08/2017	0.75	180.00	135.00
	12/08/2017	2.25	180.00	405.00
	12/11/2017	3.25	180.00	585.00
	12/12/2017	0.50	180.00	90.00
	12/13/2017	0.75	180.00	135.00
	12/14/2017	0.25	180.00	45.00
100 - PRELIMINARY	09/25/2017	0.25	180.00	45.00
	10/04/2017	1.75	180.00	315.00
	10/08/2017	0.25	180.00	45.00
	10/10/2017	0.25	180.00	45.00
	10/16/2017	1.00	180.00	180.00
	10/17/2017	0.50	180.00	90.00
	11/06/2017	0.25	180.00	45.00
	11/07/2017	0.25	180.00	45.00
Sam Hardin	11/08/2017	0.25	180.00	45.00
Sam Hardin				
	Labor subtotal	56.50		8,278.75
			Invoice total	8,278.75

Approved by:

 Stanley J. Spradling

173/162

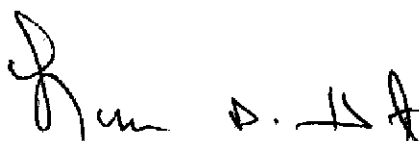
NO. _____

**IN THE MATTER OF AUTHORIZING AND APPROVING OF THE PRESIDENT TO
SIGN THE LOCAL COOPERATION AGREEMENT AND OTHER DOCUMENTS
REGARDING PN 13-1711-056 REPAIR OF CARADINE BRIDGE**

There came on this day for consideration the matter of authorizing and approving of the President to sign the Local Cooperation Agreement and other documents regarding PN 13-1711-056 Repair of Caradine Bridge.

After motion by Shelton Deanes and second by R. B. Davis this Board doth vote unanimously to authorize and approve of the Local Cooperation Agreement and other documents as attached hereto as Exhibit A as required by the Tombigbee River Valley Water Management District for the Caradine Bridge Project.

SO ORDERED this the 5th day of February, 2018.



Lynn D. Horton, President

174/162



STATE OF MISSISSIPPI
Tombigbee River Valley Water Management District

STEVE WALLACE
EXECUTIVE DIRECTOR

January 26, 2018

Board President
Clay County Board of Supervisors
205 Court Street
PO Box 815
West Point, MS 39773

Re: PN 13-1711-056 Repair of Caradine Bridge off of Hwy 47

Dear Board President:

On January 25, 2018, the District's Board of Directors approved CLAY County's request for assistance with the PN 13-1711-056 Repair of Caradine Bridge off of Hwy 47 located in Sections 10, 15, T 15 S, R 4 E.

Before work can begin on this project, the following paperwork must be executed by the Board and the Board's Attorney and returned to our office:

- (1) A Local Cooperation Agreement,
- (2) Right-Of-Entry Form,
- (3) A Temporary Easement for ingress and egress is also attached and will be required.
- (4) Attorney's Certificate.

In addition to the above listed paperwork, clearance must be received from the Corps of Engineers.

As soon as we receive the above paperwork in our office, work on this project will be scheduled to commence as soon as possible. If you have any questions, please advise. It is always a pleasure working with Clay County.

Sincerely,

Mike Waters, P.E.
Engineer / Administration

cc: Mr. Shelton L. Deanes
Mr. Carl "Fox" Haas
Mr. Paul Vickers

Enclosures

175/162

LOCAL COOPERATION AGREEMENT

TOMBIGBEE RIVER VALLEY WATER MANAGEMENT DISTRICT

AND

CLAY COUNTY

DESCRIPTION OF PROJECT

THIS AGREEMENT entered into this 5th day of February, 2018 between the TOMBIGBEE RIVER VALLEY WATER MANAGEMENT DISTRICT (hereinafter called the "District"), acting by and through its Executive Director, and the CLAY COUNTY BOARD OF SUPERVISORS (hereinafter called the "County"), represented by its President;

WITNESSETH THAT:

WHEREAS, the authority to provide assistance under the Small Project Authorization Program, PN 13-1711-056 Repair of Caradine Bridge off of Hwy 47 (hereinafter called the "Project") not specifically authorized by Statute, is contained in the minutes of the Board of Directors' official meeting held October 26, 1989;

The Small Project Authorization will allow the "District" to perform certain works of an emergency or urgent nature whereby streams are experiencing blockage from excess debris or sediment that may result in damage to property. Such property may include public bridges, roads, buildings, stream banks, farm land, or residences.

The "County" will provide all right-of-ways and easements necessary to perform the work of clearing, de-snagging, or excavating the blockage along with easements upon and through private lands for the purpose of ingress or egress to and from the site of work. It is understood that the "District" accepts no responsibility for future maintenance of the affected area where the work occurred.

It is understood that the "District" accepts no responsibility for future maintenance of any bridges, roads, bank stabilization or the clearing and cleaning out of any stream that work has been performed on by the District under its Small Project Program.

176/162

The "County" agrees to provide manpower and equipment when necessary to assist in the completion of a project that involves "County" property. The "District" does not accept any liability of injury caused to any "County" employee during performance of work.

Any work or repairs performed on "County" property will be performed for the benefit of the "County" and if the cost of such work or repairs exceeds the limits set out by the "District", the "County" will further hold and save the "District" free from all damages arising from work performed on "County" property including repairs and work performed to bridges and abutments.

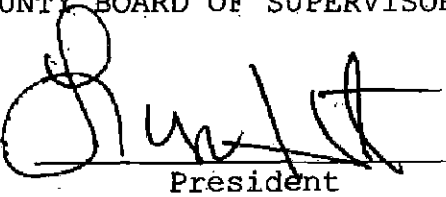
Before any work is commenced upon "County" property for the benefit of "County", the "County" must provide all necessary right-of-ways and easements along with full approval by County Engineer.

THIS AGREEMENT ADOPTED this 5th day of February, 2018 by the Board of Supervisors of CLAY County as its official act.

COUNTY BOARD OF SUPERVISORS

TOMBIGBEE RIVER VALLEY WATER
MANAGEMENT DISTRICT

BY:


President

BY: _____

Executive Director

DATE: _____

2/5/2018

DATE: _____

177/102

RIGHT-OF-ENTRY

In compliance with prior assurances that it will provide sufficient easements and rights-of-way required in connection with the PN 13-1711-056 Repair of Caradine Bridge off of Hwy 47 (the Project), as described in the agreement between the Tombigbee River Valley Water Management District (the District) and the CLAY County Board of Supervisors for local cooperation on the above project entered into on the 5th day of February, 2018, the CLAY County Board of Supervisors (the County), as local sponsor, acting by and through its duly authorized representatives, represents and assures the District as follows:

1. That the County has provided the District the lands, or sufficient interest therein, required for the operation and implementation of the project, including access for ingress and egress to and from the project for purpose herein stated;

2. That the relocation and/or alteration of all utilities, structures, objects, and other encumbrances upon the project rights-of-way have been completed or will be completed without cost to the District prior to the initiation of work;

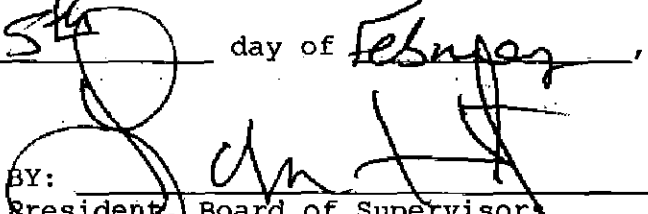
3. That outstanding encumbering rights and interests in said land in the name of third parties have been removed insofar as would prohibit or prevent work from being performed for purposes herein stated;

4. That a sufficient right-of-way is available for implementation of the project

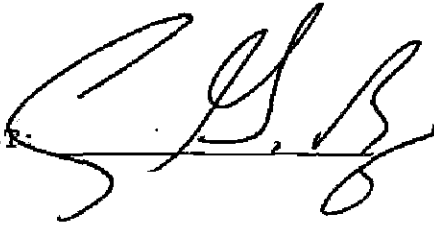
All of the above is subject to stipulations in the easements.

The Board of Supervisors of CLAY County hereby authorizes the District, its officers, agents, employees, representatives, and contractors to enter upon all the aforesaid required lands in connection with the construction of the project.

Executed this 5th day of February, 2018.

BY: 
President, Board of Supervisors

ATTEST:



178/162

PROJECT: PN 13-1711-056 Repair of Caradine Bridge off of Hwy 47

ATTORNEY'S CERTIFICATE

I, _____, Attorney for the Board of Supervisors of CLAY County, hereby certify that the said Tombigbee River Valley Water Management District has been provided with the lands or sufficient interest therein, for the above project covered by the foregoing Right-Of-Entry, on the _____ day of _____, 20_____.

Given under my hand on this day _____ of _____, 20_____.

Chief Legal Counsel

ATTEST: _____

179/162

TEMPORARY EASEMENT

For and in consideration of the proposed work of PN 13-1711-056 Repair of Caradine Bridge off of Hwy 47 in CLAY County by the Tombigbee River Valley Water Management District, its successors and assigns, the undersigned hereby grants, bargains, sells and warrants unto the Tombigbee River Valley Water Management District a temporary easement over, on and across the following described lands located in CLAY County, to-wit;

A strip of land 100 feet in width on the left and right descending bank(s) of PN 13-1711-056 Repair of Caradine Bridge off of Hwy 47 owned by the undersigned in Sections 10, 15, T 15 S, R 4 E.

This temporary easement is granted for the necessary period of time to allow the District to complete the project. This easement may be used for such other purposes as may be required in connection with said works of improvement, reserving, however, to the owners, their heirs and assigns all such rights and privileges as may be used without interfering with or abridging the right and easement herein conveyed, subject, however, to existing easements for public roads, highways and public utilities.

The undersigned do hereby further give and grant unto the Tombigbee River Valley Water Management District, its successors and assigns, all rights of ingress, egress and regress over all or any part of the lands owned by the undersigned that abuts PN 13-1711-056 Repair of Caradine Bridge off of Hwy 47 for the purpose of the movement of equipment to be used in the work contemplated.

The Tombigbee River Valley Water Management District will perform and construct this work within its capabilities and limitations and as its schedule will permit, and will not be responsible for future maintenance of said work. The landowner(s) will be responsible for any future maintenance.

Tombigbee River Valley Water Management District hereby accepts no liability caused to land or property resulting from the implementation of said project nor is the District responsible for any future problems caused by flooding, erosion, sediment or debris deposits, and grantor(s) hereby agrees/agree to release Tombigbee River Valley Water Management District from any liability for damages that might result from said project.

180/162

WITNESS our signatures this the _____ day of _____, 20_____

Witness

Grantor

Witness

Witness

Grantor

Witness

Witness

Grantor

Witness

Witness

Grantor

Witness

Witness

Grantor

Witness

181/162

NOTE: ONE FORM OF ACKNOWLEDGMENT FOR EACH GRANTOR'S SIGNATURE

STATE OF MISSISSIPPI
COUNTY OF _____

Personally appeared before the undersigned authority in and for said County and State, _____, who acknowledged that he/she signed and delivered the above and foregoing instrument on the day and year therein mentioned as his/her act and deed. Given under my hand and seal of office, this the _____ day of _____

NOTARY PUBLIC

SEAL

My Commission Expires: _____

OR

STATE OF MISSISSIPPI
COUNTY OF _____

Personally appeared before the undersigned authority in and for said County and State, _____, one of the subscribing witnesses to the foregoing instrument, who, being first duly sworn, deposes and says that he/she saw the above named _____ whose name(s) is/are subscribed therein,

(Name of Grantor)

sign and deliver the same to the said Tombigbee River Valley Water Management District or that he/she heard the above named _____ acknowledge

(Name of Grantor)

that he/she signed and delivered the same to the said Tombigbee River Valley Water Management District, and that this affiant subscribed his/her name therein as a witness thereto in the presence of the said _____

(Name of Grantor)

Witness (Signature)

SWORN AND SUBSCRIBED before me, this the _____ day of _____

NOTARY PUBLIC

SEAL

My Commission Expires: _____

182/162

NO. _____

**IN THE MATTER OF AUTHORIZING AND APPROVING TO PAY ADVERTISING
RESOURCES TO THE WEST POINT/CLAY COUNTY GROWTH ALLIANCE**

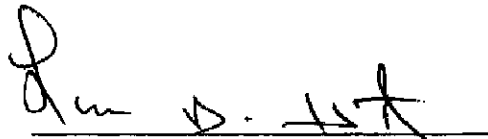
There came on this day for consideration the matter of authorizing and approving to pay advertising resources.

It appears to this Board the West Point/Clay County Growth Alliance Board has requested for additional funding support from the City of West Point and County in promoting the resources of our County and City, respectively, and;

It appears to this Board because of the financial commitments under taken by the Growth Alliance, such as the financing of the renovation of Kid Town Park and the financing of the Arts Center, the supplemental income from both the County and the City would ensure the Growth Alliance could continue to actively promote our Community and the resources of our Community.

After motion by Shelton Deanes and second by Joe Chandler this Board doth vote unanimously to authorize and approve to pay advertising resources to the West Point/Clay County Growth Alliance \$30,000 and for the said funds to be expensed from fund no. 138, TVA Special Fund.

SO ORDERED this the 5th day of February, 2018.



President

183/162

NO. _____

***IN THE MATTER OF TABLING THE ISSUE OF PAYING THE UNEMPLOYMENT
CLAIM AS RECEIVED FROM THE MS DEPARTMENT OF EMERGENCY SECURITY***

There came on this day for consideration the matter of tabling the issue of paying the unemployment claim as received from the MS Department of Emergency Security.

After motion by Luke Lummus and second by Joe Chandler this Board doth vote unanimously to authorize and approve to table the matter of paying the unemployment claim as received from the MS Department of Emergency Security.

SO ORDERED this the 5th day of February, 2018.



Lynn D. Horton, President

184/162

NO. _____


**IN THE MATTER OF AUTHORIZING THE PURCHASE OF A NEW COMPRESSOR FOR
THE FREEZER AT THE JAIL**

There came on this day for consideration the matter of authorizing and approving the purchase of a new compressor for the freezer at the jail.

It appears to this Board Sheriff Eddie Scott is requesting this Board's consideration in purchasing a new compressor for the freezer at the jail as attached hereto as Exhibit A in the amount of \$ 2,656.00 from Refrigeration Supply Company.

After motion by Shelton Deanes and second by R. B. Davis this Board doth vote unanimously to authorize and approve of the purchase of a new compressor for the freezer at the jail as attached hereto as Exhibit A.

SO ORDERED this the 5th day of February, 2018.



Lynn D. Horton, President

185/162

REFRIGERATION SUPPLY CO.
207 TUSCALOOSA ROAD
P. O. BOX 2522
COLUMBUS MS 39704

Attention Mike Weaver

Phone #: 662-327-1305

CLAY COUNTY BOARD OF SUPERVISOR
205 COURT STREET
P. O. BOX 815
WEST POINT MS 39773

662-494-3124
CLAY COUNTY BOARD OF SUPERVISOR
205 COURT STREET
P. O. BOX 815
WEST POINT MS 39773

02/05/18 379315 01/22/18 CLAY

NET 10TH PROX BJ
UPS

		***** QUOTATION *****		
1	EA	KR26E-075 KRACK 7,500 BTU ELECTRIC DEFROST EVAP. COIL	808.000	808.00
1	EA	FFAP-022Z-TFC WELDED COND. UNIT R22 2 H.P. 230V 3 PH	1736.000	1,736.00
1	EA	KT-43-SZ R404A POWER ASSEMBLY	34.000	34.00
1	EA	BQC-B PINK VALVE CARTRIDGE	17.000	17.00
1	EA	168198 SBQE VALVE BODY 3/8 X 1/2 SWEAT	61.000	61.00
		Subtotal		2,656.00
		Quote Total		2,656.00

186/162

NO. _____

**IN THE MATTER OF AUTHORIZING AND APPROVING TO ORDER FIRE KEY
SWITCHES FOR THE ELEVATOR AT THE COURTHOUSE**

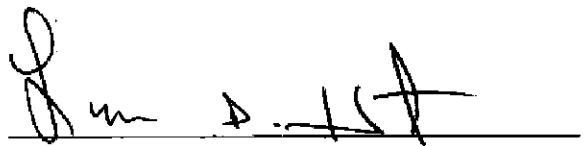
There came on this day for consideration the matter of authorizing and approving to order fire key switches for the elevator at the Courthouse.

It appears to this Board as a result of the recent fire inspection by the MS State Inspector an additional fire key switch was needed to be purchased for emergency cases to be kept under lock and key in the elevator room closet so that First Responders such as firemen could have access to the fire switch keys if they needed them, and;

It appears to this Board the cost of the said fire key switch set is \$1,554.75 as attached hereto as Exhibit A.

After motion by Luke Lummus and second by Shelton Deanes this Board doth vote unanimously to authorize and approve of the purchase of the said fire key switch set as attached hereto as Exhibit A.

SO ORDERED this the 5th day of February, 2018.



Lynn D. Horton, President

187/162



DATE: 02/02/2018

TO: Clay County Courthouse
Po Box 815
West Point, MS 39773

FROM: Otis Elevator Company
2194 Parkway Lake Dr Steb
Birmingham, AL 35244

EQUIPMENT LOCATION:
Clay County Courthouse
365 Court Street
West Point, MS 39773

Jacob Lethbridge
Phone: (205) 313-2965
Fax: (860) 353-3481

PROPOSAL NUMBER: EZH180202132326

MACHINE NUMBER(S) : Z52429

We will provide labor and material to furnish and install on the above referenced machine(s) the following:

FIRE SERVICE KEYSWITCHES

We will furnish the necessary labor and material to replace the existing car operating panel and hall button station fire service keyswitches with code-compliant FEOK1 fire service keyswitches.

The scope proposed herein represents the entire scope that we are contracted for, if additional work is required by others to allow for completion of this work and/or for the inspection to occur, that work is not included.

The price quoted below does not include sales tax and is valid for 30 days from the date specified above. Please add any applicable tax to the price quoted below.

The price quoted below assumes the work will be scheduled based on the availability of material and manpower to complete the job efficiently. A local representative will contact you to schedule the work.

AccessAlert Hoistway Safety Device - OPTIONAL

We are offering our new AccessAlert system in addition to the scope of work shown above. The AccessAlert system is a practical and industry-first safety enhancement that activates if the elevator has not been controlled properly. If you elect to have the AccessAlert system installed and it can be installed we will furnish and install all of the necessary components, circuitry, and wiring for an additional price of \$1,950.00 per elevator covered by the above scope. If the AccessAlert system cannot be installed, you will not have to pay the \$1,950.00 per elevator price for this safety enhancement.

If you want to add the AccessAlert system to this proposal please initial here:

Payment Terms

- The base proposal price is contingent upon receiving a pre-payment of 100% of the base contract amount.
- The pre-payment amount is due in full prior to ordering material and/or mobilizing.

188/162

Otis Service and Repair Order

- If you choose one the alternative down-payment amount listed below, the corresponding Add shall be applied to the base contract amount:

<u>Down Payment Amount</u>	<u>Price Adjustment Percentage</u>	<u>Authorization (Initial)</u>
0%	10% Add	

PRICE: \$ 1,554.75
One thousand five hundred fifty-four dollars and seventy-five cents

This price is based on a one hundred percent (100 %) downpayment in the amount of \$ 1,554.75.
 This proposal, including the provisions printed on the last page(s), and the specifications and other provisions attached hereto shall, when accepted by you below and approved by our authorized representative, constitute the entire contract between us, and all prior representations or agreements not incorporated herein are superseded.

Submitted by: Blaine Rehak
 Title: Mechanic

Accepted in Duplicate

CUSTOMER	Approved by Authorized Representative	Otis Elevator Company	Approved by Authorized Representative
Date: <u>2/5/2018</u>	Date: _____	Signed: _____	Signed: _____
Signed: <u>[Signature]</u>	Signed: _____	Print Name: <u>Wynn D. Herten</u>	Print Name: <u>Dave Trimmer</u>
Print Name: _____	Print Name: _____	Title: <u>President</u>	Title: <u>General Manager</u>
Title: _____	Title: _____	E-mail: <u>wanda@claycounty.ms.gov</u>	E-mail: _____
E-mail: _____	E-mail: _____	Name of Company: <u>Clay County, MS</u>	Name of Company: _____

Principal, Owner or Authorized Representative of Principal or Owner

Agent: _____
 (Name of Principal or Owner)

189/162

TERMS AND CONDITIONS

1. This quotation is subject to change or withdrawal by us prior to acceptance by you.
 2. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.
 3. Payments shall be made as follows: A down payment of one hundred percent (100 %) of the price shall be paid by you upon your signing of this document. Full payment shall be made on completion if the work is completed within a thirty day period. If the work is not completed within a thirty day period, monthly progress payments shall be made based on the value of any equipment ready or delivered, if any, and labor performed through the end of the month less a five percent (5%) retainage and the aggregate of previous payments. The retainage shall be paid when the work is completed. We reserve the right to discontinue our work at any time until payments shall have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.
 4. Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with a safe place in which to work. Additionally, you agree to notify us if you are aware or become aware prior to the completion of the work of the existence of asbestos or other hazardous material in any elevator hoistway, machine room, hallway or other place in the building where Otis personnel are or may be required to perform their work. In the event it should become necessary to abate, encapsulate or remove asbestos or other hazardous materials from the building, you agree to be responsible for such abatement, encapsulation or removal, and in such event Otis shall be entitled to delay its work until it is determined to our satisfaction that no hazard exists and compensation for delays encountered if such delay is more than sixty (60) days. In any event, we reserve the right to discontinue our work in the building whenever in our opinion this provision is being violated.
 5. Unless otherwise agreed in writing, it is understood that the work shall be performed during our regular working hours of our regular working days. If overtime work is mutually agreed upon and performed, an additional charge therefore, at our usual rates for such work, shall be added to the contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our then current labor rates.
 6. Title to any material to be furnished hereunder shall pass to you when final payment for such material is received. In addition, we shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Agreement may be used as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC-1 form or any other document reasonably requested by us for that purpose.
 7. Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.
 8. Neither party shall be liable to the other for any loss, damage or delay due to any cause beyond either parties reasonable control, including but not limited to acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, weather damage, flood, earthquake, riot, civil commotion, war, mischief or act of God.
 9. We warrant that all services furnished will be performed in a workmanlike manner. We also warrant that any equipment provided hereunder shall be free from defects in workmanship and material. Our sole responsibility under this warranty shall be at our option to correct any defective services and to either repair or replace any component of the equipment found to be defective in workmanship or material provided that written notice of such defects shall have been given to us by you within ninety (90) days after completion of the work or such longer period as may be indicated on the front of this form. All defective parts that are removed and replaced by us shall become our property. We do not agree under this warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any causes beyond our control. We shall conduct, at our own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity and authority to assume the sole defense thereof, including settlement and appeals, and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us; and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages excluding consequential damages and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall, at our option, (i) procure for you the right to use the equipment, (ii) replace the equipment with equivalent noninfringing equipment, (iii) modify the equipment so it becomes noninfringing but equivalent, or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage and obsolescence.
- THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE 9 ARE THE EXCLUSIVE WARRANTIES GIVEN; WE MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE, AND THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.
10. Under no circumstances shall either party be liable for special, indirect, liquidated, or consequential damages in contract, tort, including negligence, warranty or otherwise, notwithstanding any indemnity provision to the contrary. Notwithstanding any provision in any contract document to the contrary, our acceptance is conditioned on being allowed additional time for the performance of the Work due to delays beyond our reasonable control. Your remedies set forth herein are exclusive and our liability with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort (including negligence), in warranty or otherwise, shall not exceed the price for the equipment or services rendered.
 11. To the fullest extent permitted by law, you agree to hold us harmless, and defend us and indemnify us against any claim or suit for personal injury or property damage arising out of this contract unless such damage or injury arises from our sole negligence.
 12. It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment being furnished hereunder is periodically inspected. The interval between such inspections shall not be longer than what may be required by the applicable governing safety code. Notwithstanding any other provisions hereof, if any part delivered hereunder incorporates software, the transaction is not a sale of such software; rather, you are hereby granted merely a license to use such software solely for operating the equipment for which such part was ordered. By accepting delivery of such part, you agree not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms.
 13. In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at www.otis.com by (1) clicking on "The Americas" tab on the left side of the website; (2) choosing "US/English" to take you to the "USA" web page; (3) clicking on the "Otis Safety" link on the left side of the page; and (4) downloading the "Lockout Tagout Policy Otis 5.0" and "Mechanical Energy Policy Otis 7.0," both of which are in .pdf format on the right side of the website page. Customer agrees that it will disseminate these procedures throughout its organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at Customer's facility.
 14. This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document, and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Agreement shall not be binding upon either party unless agreed to in writing by an authorized representative of each party.

190/162

NO. _____


**IN THE MATTER OF AUTHORIZING AND APPROVING THE SHERIFF TO ENTER
INTO A STATE RENTAL AGREEMENT FOR A COPIER FOR THE JAIL**

There came on this day for consideration the matter of authorizing and approving the Sheriff to enter into a State Rental Agreement for a copier for the Jail.

It appears to this Board Sheriff Eddie Scott is requesting this Board's consideration in authorizing him to enter into a State Rental Agreement for a copier for the Jail as attached hereto as Exhibit A.

After motion by Luke Lummus and second by Shelton Deanes this Board doth vote unanimously to authorize and approve for the Sheriff to enter into the State Rental Agreement for a copier as attached hereto as Exhibit A.

SO ORDERED this the 5th day of February, 2018.



Lynn D. Horton, President

191/162

MAGNOLIA BUSINESS SYSTEMS

1540 Gardner Blvd. Columbus, Mississippi 39702
 PH: (662) 244-8894 FAX: (662) 244-8892

MFP Service Agreement Customer Information

Bill To:

Service Location:

Customer Name:	<u>Clay County Sheriff-Jail</u>	Customer Name:	<u>Clay County Sheriff-Jail</u>
Contact Phone:	<u>662-494-2896</u>	Contact Phone:	<u>662-494-2896</u>
Address:	<u>P.O. Box 142</u>	Address:	<u>330 W. Broad Street</u>
City, State, Zip:	<u>West Point, MS 39773</u>	City, State, Zip:	<u>West Point, MS 39773</u>
Main Contact:	<u>Mike Weaver</u>	Meter Contact:	<u>Mike Weaver</u>
Suite/Room#	<u> </u>	Suite/Room#	<u> </u>
Email Address:	<u> </u>	Email Address:	<u> </u>

MFP Service Agreement Details

Contract Type: Cost Per Copy Contract Dates: 2/9/2018 to 2/8/2019

Coverage Details: CPC-Monthly(See Equipment and Service Cost Schedule Details) PSR Scheduling: QPSR

Volume: (non cpc) allowed 1000/month Overage Charge: .0149 for over 1000 prints/copies

Invoice Frequency: (monthly, quarterly, yearly) Monthly Install Date: 2/9/2018

Equipment and Service Cost Schedule Details

MBS ID#	Model #	Serial #	Location	Cost
1543	BH 4050	A6VF011031045	West Point, MS	\$30.00/month

Authorized By: *Stanley Lee*

Print Name: STANLEY LEE

Title: Operations Manager

Date: 2/9/2018

Magnolia Rep. *William Sullivan*

192/162

Trusted, Reliable, Technology Resource



1540 Gardner Blvd. Columbus, Mississippi 39702
 PH: (662) 244-8894 FAX: (662) 244-8892

MACHINE RENTAL AGREEMENT

Invoice To:	Clay County Sheriff-Jail	Ship To:	Clay County Sheriff-Jail	Phone #	662-494-2896
	P.O. Box 142		330 W. Broad Street	Phone #	
	West Point, MS 39773		West Point, MS 39773	PO #	
				Contract #	
Equipment		Serial #		Location	

48 Month Rental Agreement @ \$79.10 per month, starting 2/9/2018 and ending 2/9/2022.

Customer Signature Steve Lee Title: 2/9/20 Date: 2/9/2018

I HAVE READ AND UNDERSTAND THE SERVICE TERMS AND CONDITIONS BELOW:

TERMS AND CONDITIONS OF RENTAL AGREEMENT

APPROVAL: This document will serve as a sales contract and is subject in all respects to approval and acceptance by Magnolia Business Systems, Inc. and when accepted is binding upon both parties. The equipment mentioned remains property of Magnolia Business unless buyout is exercised at rental end.

CONDITIONS: Under this agreement, it is understood that Magnolia Business Systems, Inc. will rent the listed equipment. Magnolia Business Systems, Inc. will perform maintenance as outlined in the terms and conditions of a separate machine service agreement which must remain in effect for the rental term.

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

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

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

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

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

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

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

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

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

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

193/162



1540 Gardner Blvd. Columbus, Mississippi 39702
PH: (662) 244-8894 FAX: (662) 244-8892

MFP Service Agreement Terms and Conditions

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

1. ITEMS INCLUDED as applicable:

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

2. ITEMS EXCLUDED: This Agreement excludes the following unless otherwise specified:

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

194/162

Trusted, Reliable, Technology Resource



1540 Gardner Blvd. Columbus, Mississippi 39702
PH: (662) 244-8894 FAX: (662) 244-8892

resolve connectivity issues, such as addressing, file or application errors, driver incompatibilities, data/image removal, upon request etc. Server applications may require your IT staff involvement.

- Professional connectivity services are available for a separate charge if requested by end user.
- Paper, staples, masters, ink, or emergency shipping of supplies to your location (order early to get it in a timely manner).
- Free service labor cost or replacement of parts damaged due to abuse or neglect or equipment use contrary to training.
- Moving or relocating of equipment outside our service area to a new site.
- Damage to machine that occurred during an equipment move if not performed by Magnolia.
- After hours service.

3. SERVICE: Magnolia agrees to provide emergency service and all maintenance on the equipment listed on the attached schedule(s) for the term of the Agreement except as follows: Use of supplies, spare parts, or paper that do not meet manufacturer's specifications and cause abnormal service problems; Fire, accident, theft or damage to the machine due to repairs or involvement by someone other than an authorized Magnolia representative is chargeable. Magnolia guarantees an average 4-hour on-site response to all service calls from time of initial call.

a. Magnolia reserves the right to inspect all equipment to be covered under this Agreement to determine that it is in good mechanical condition prior to addition to service agreement. Should the equipment require significant repair or overhaul, such repairs may be chargeable to the Customer at current Magnolia rates. Such repairs will be performed upon agreement of both parties.

b. If replacement of consumable items recommended by Magnolia serviced representative is not complied with and results in additional service calls, the customer will be charged at our normal hourly rates. These consumable items are to include, but not be limited to toner, developer, drums and supply modules.

c. Magnolia shall not be responsible for repairs or maintenance resulting from the use of supplies or parts not obtained from Magnolia. Any repairs resulting from the use of supplies or parts not obtained through Magnolia will be charged to the Customer at current Magnolia rates.

d. Magnolia shall not be responsible for delays, inability to provide service calls due to strikes, accidents, act of God or any other event beyond its control. All Service under this agreement shall be rendered during normal working hours of 7:30 A.M. to 4:30 P.M. Monday through Friday unless otherwise agreed upon by both parties.

e. In the event a manufacturer discontinues parts or supplies for a specific device, the unused portion of this Agreement can be transferred to a new machine purchased through Magnolia.

4. All equipment covered under this Agreement must adhere to the following guidelines:

a. Equipment must be placed in a normal office setting with sufficient amount space for access, free from excessive dust, humidity, temperature and ammonia or other corrosive fumes.

b. Equipment must be operated on an isolated electrical line; equipment must always be operated on a UL approved electrical circuit, with proper current, voltage and type of outlets as specified by the original equipment manufacturer.

c. Equipment should be operated within the specified operational specifications.

195/162

Trusted, Reliable, Technology Resource



1540 Gardner Blvd. Columbus, Mississippi 39702
PH: (662) 244-8894 FAX: (662) 244-8892

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

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

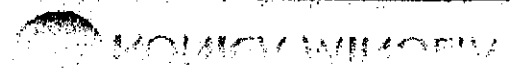
196/162

Trusted, Reliable, Technology Resource



Magnolia
Business
Systems

and



Are Pleased to Provide you the Following Quotation



**Konica Minolta bizhub 4050 Monochrome Printer/Copier/Scanner
(42 Pages Per Minute)**

Quote Date:		Ordered By:	
1/30/2018		Sheriff Eddie Scott/Stanley Lee	
Lease Quote is Good for 30 days			
QTY. Proposed	Description of Proposed Equipment	Inv. Code	48 Month MBS Rental
1	Konica Minolta bh 4050 Print/Copy/Scan	A6VF011	\$47.40
1	Line Monitor/Surge Protector	MIP-15	\$1.70
	Service Agreement for bh4050 Includes 1000 copies with overages @ .0149	Monthly Service	\$30.00
Purchase Authorized By:		Sub Total	\$79.10
		Monthly Total	\$77.10

Maintenance Program

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

Color Prints

Monochrome Prints (for any over 1000)



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

Sincerely,
William Sullivan
Account Executive



197/162

2-5-18

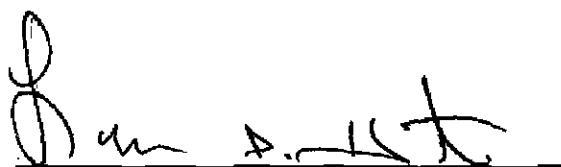
NO. _____

IN THE MATTER OF RECESSING

There came on this day for consideration the matter of recessing.

After motion by Luke Lummus and second by Shelton Deanes this Board doth vote unanimously to authorize and approve to recess until Thursday, February 8, 2018, at 9:00 a.m. at the Clay County Courthouse.

SO ORDERED this the 5th day of February, 2018.

A handwritten signature in black ink, appearing to read "Lynn D. Horton", written over a horizontal line.

Lynn D. Horton, President

198/162