Minutes of Clay County Board of Supervisors Regular Meeting Thursday, May 28, 2020 at 9:00 a.m.

BE IT REMEMBERED a regular meeting of the Clay County Board of Supervisors was held at the Clay County Courthouse, West Point, Mississippi, on Thursday, May 28, 2020.

PRESENT:

Luke Lummus, Supervisor District 2, Presiding Lynn D. Horton, Supervisor District 1 R.B. Davis, Supervisor District 3 Shelton Deanes, Supervisor District 4 Joe Chandler, Supervisor District 5

Eddie Scott, Clay County Sheriff Amy G. Berry, Clay County Chancery Clerk Angela Turner Ford, Board Attorney

County Residents

The following proceedings were had:

CALL TO ORDER/INVOCATION

The meeting was called to order by Sheriff Eddie Scott. The welcome was given by Supervisor Lummus with invocation given by Supervisor Lynn Horton.

ADOPTION OF AGENDA

Supervisor Deanes moved to adopt the agenda as presented.

The motion was seconded by Supervisor Horton.

(Exhibit "A")

AMENDMENT OF AGENDA

Supervisor Horton moved to amend the agenda as presented.

The motion was seconded by Supervisor Chandler.

AMMENDMENTS TO BE APPROVED AND ADDED TO THE AGENDA

The amendments to be added to the agenda for further consideration and discussion were as follows:

Sheriff Eddie Scott consideration of quote for concrete

AUTHORIZING AND APPROVING THE RESOLUTION OF PLUM CREEK ENVIRONMENTAL REQUEST FOR REAL PROPERTY EXEMPTION ON PROPERTY

Supervisor Deanes moved to authorize and approve the Resolution for Ad Valorem Tax Exemption on a piece of real property recently purchased by Plum Creek Environmental Technology Inc. The said property would be used to expand the Company's existing business operations.

The motion was seconded by Supervisor Horton.

(Exhibit "B")

AUTHORIZING AND APPROVING SURRENDERED CAR TAGS

Supervisor Deanes moved to authorize and approve the listing of Surrendered Car Tags as presented and certified by the Tax Assessor/Collector, Porsha Lee.

The motion was seconded by Supervisor Chandler.

(Exhibit "C")

AUTHORIZE AND APPROVE OF THE CONTRACT WITH DATA SYSTEMS MANAGEMENT TO SET UP THE PAYMENT OF MOBILE HOME AND PERSONAL PROPERTY TAXES ON LINE

Supervisor Deanes moved to authorize and approve of the contract with Data Systems Management Inc to set up the payment of mobile home and personal property taxes on line from the County's website via the Tax Assessor/Collector's web page.

The motion was seconded Supervisor Horton.

(Exhibit "D")

AUTHORIZE AND APPROVE THE REPROGRAMMING OF RAIL VAIL ROAD AS AN LSBP PROJECT

Supervisor Davis moved to authorize and approve of the reprogramming or classifying of Ray Vail Road as an LSBP Project.

The motion was seconded by Supervisor Chandler.

AUTHORIZE AND APPROVE TO RENEW GROUP HEALTH INSURANCE WITH BLUE CROSS/BLUE SHIELD OF MISSISSIPPI FOR YEAR 2020

Supervisor Deanes moved to authorize and approve to renew the Group Health Insurance plan with Blue Cross/Blue Shield of Mississippi for year 2020. This option included increasing the annual GAP Insurance deductible from \$500 to \$1000 per employee. The County Employer rate would be \$ 972.16 per employee and the Employee Family premium would be \$ 301.27 per employee that opted in to participate.

The motion was seconded by Supervisor Horton.

(Exhibit "E")

AUTHORIZE AND APPROVE FLAGGING AGREEMENT WITH BARTLETT & WEST INC FOR THE FIBER PROJECT AT THE COURT COMPLEX

Supervisor Deanes moved to authorize and approve the Flagging Agreement with Bartlett & West Inc for running the fiber at the Court Complex and as per the agreement, to pay Bartlett & West \$4,500.00 for Flagging Services.

The motion was seconded by Supervisor Davis.

(Exhibit "F")

AUTHORIZE AND APPROVE THE SUBMISSION OF CERTAIN GRANTS FOR THE SHERIFF'S DEPARTMENT

Supervisor Horton moved to authorize and approve the Sheriff to submit three (3) grant applications, to-wit:

- JAG Grant Application for year 2019
- Project Safe Neighbor Grant for year 2018
- Project Safe Neighbor Grant for year 2019

Funding for the JAG Grant would be based upon a 75/25 participation. Grant proceeds would be used to purchase flashlights and equipment for \$2,597.50

Funding for Project Safe Neighbor Grant year 2018 would be a 100% grant participation. Grant proceeds would go towards expenses incurred for the K-9 Unit in the amount of \$32,025.00

Funding for Project Safe Neighbor Grant year 2019 would be a 100% grant participation. Grant proceeds would go towards expenses incurred to purchase body armor equipment for deputies in the amount of \$56,500.00

The motion was seconded by Supervisor Davis.

(Exhibit "G")

AUTHORIZE AND APPROVE THE QUOTE OF MMC CONCRETE

Supervisor Horton moved to authorize and approve the quote of MMC Concrete in the amount of \$492.00 to repair concrete broken by big trucks around the shop area at the Sheriff's Department.

The motion was seconded by Supervisor Deanes.

(Exhibit "H")

AUTHORIZE AND APPROVE TO SUBMIT THE 3 RIVERS PLANNING AND DEVELOPMENT GRANT

Supervisor Deanes moved to submit the grant to hire three (3) people to pick up trash along county roads. The Grant would be administered through Three Rivers Planning and Development District. Additionally, the individuals would be hired and employed through Three Rivers Planning and Development District who would also oversee their payroll.

The motion was seconded by Supervisor Horton.

AUTHORIZE AND APPROVE THE JSCWP OFFENDER COVID 19 POLICY PROCEDURES FOR THE CLAY COUNTY DETENTION CENTER

Supervisor Horton moved to authorize and approve the JSCWP Offender COVID 19 Policy Procedures for the Clay County Detention Center as submitted by the Sheriff.

The motion was seconded by Supervisor Chandler.

(Exhibit "I")

AUTHORIZE AND APPROVE THE SHERIFF'S JAIL MEAL LOG AFFIDAVIT

Supervisor Horton moved to authorize and approve the Sheriff's Jail Meal Log Affidavit as presented by the Sheriff.

The motion was seconded by Supervisor Chandler.

(Exhibit "J")

ACCEPTING AND AWARDING THE HAY LEASE BID FOR YEAR 2020

Supervisor Deanes moved to accept and award the Hay Lease Bid for year 2020 to as advertised to the highest and best bidder, Randy Carlisle, in the amount of \$17.50 per acre.

The motion was seconded by Supervisor Davis.

(Exhibit "K")

AUTHORIZE AND APPROVE PAYMENT ON CERTAIN CLAIMS AND THE MONTHLY FINANCIAL REPORT FOR APRIL 2020

Supervisor Horton moved to authorize and approve payment for certain claims as listed on Exhibit M as attached hereto and, further, authorizes and approves of the monthly financial report for the month of April 2020.

The motion was seconded by Supervisor Chandler.

(Exhibit "L")

AUTHORIZE AND APPROVE TO SPREAD ON THE MINUTES THE SUMISSION OF THE CONTINUING DISCLOSURE REPORT FOR THE YEAR 2020

Supervisor Horton moved to authorize and approve to spread on the minutes the submission of the Continuing Disclosure Report for the year 2020.

The motion was seconded by Supervisor Chandler.

(Exhibit "M")

AUTHORIZE AND APPROVE THE CHANCERY CLERK'S AFFIDAVIT OF JUSTICE COURT FUNDS SETTLED TO THE COUNTY FOR THE MONTH OF MAY 2020

Supervisor Horton moved to authorize and approve to spread on the minutes the Chancery Clerk's Affidavit of Justice Court Funds Settled to the County for the month of May 2020.

The motion was seconded by Supervisor Deanes.

(Exhibit "N")

AUTHORIZE AND APPROVE THE GOLDEN TRIANGLE ADVISORY BOARD COMMITTEE FOR CLAY COUNTY

Supervisor Horton moved to authorize and approve the Golden Triangle Planning Development Ådvisory Board Committee for Clay County with one modification of appointing Roy Moon to serve in place of Mrs. Sadie Swift for District One.

The motion was seconded by Supervisor Deanes.

(Exhibit "O")

AUTHORIZE AND APPROVE THE PAPERWORK WITH THE TOMBIGBEE RIVER VALLEY WATER MANAGEMENT ON CERTAIN PROJECTS

Supervisor Deanes moved to authorize and approve of the Local Cooperation Agreement, Right of Entry Form, and Board Attorney Certificate for the Bridge Cleanout Project on Long Creek and the Cleanout of Cane Creek Projects. The motion was seconded by Supervisor Davis.

(Exhibit "P")

AUTHORIZING AND APPROVING TO GO INTO CLOSED SESSION

Supervisor Horton moved to go into Closed Session.

The motion was seconded by Supervisor Deanes.

AUTHORIZING AND APPROVING TO GO FROM CLOSED SESSION TO EXECUTIVE SESSION AS ALLOWED UNDER SECTION 25-41-7 OF *THE MISSISSIPPI CODE* TO DISCUSS PERSONNEL MATTER

Supervisor Deanes moved to go from Closed Session to Executive Session to discuss a Personnel Matter.

The motion was seconded by Supervisor Davis.

AUTHORIZING AND APPROVING TO COME OUT OF EXECUTIVE SESSION

Supervisor Davis moved to come out of Executive Session.

The motion was seconded by Supervisor Horton.

AUTHORIZE AND APPROVE TO MODIFY THE SUBMISSION REQUEST WITH THREE RIVERS PLANNING AND DEVELOPMENT GRANT

Supervisor Deanes moved to modify the grant request submitted to Three River's Planning and Development District to reflect the hiring of two (2) people to pick up trash on County

Roads and the hiring of (1) employee to assist the Sheriff's Department with enforcement of COVID curfew/security or for another General County purpose.

The motion was seconded by Supervisor Deanes.

ADJOURN

Supervisor Horton moved to recess until Monday, June 1, 2020 at 9:00 a.m. at the Clay County Courthouse.

The motion was seconded by Supervisor Deanes.

***All motions were carried unanimously unless otherwise indicated.

SO ORDERED, this the 28th day of May, 2020.

LUKE LUMMUS, PRESIDENT CLAY COUNTY

BOARD OF SUPERVISORS

ATTEST:

AMY G. BERRY, CHANCERY CLERK

CLERK OF THE BOARD

EXHIBIT A



Amendments:

Clay County Board of Supervisors Agenda for Meeting Thursday, May 28, 2020, at 9:00 a.m.

Call to Order Welcome and Prayer dopt and Amend the Agenda Porsha Lee, Tax Assessor/Collector o Plum Creek Application for exemption from Ad Valorem Taxes on Real Property o Destruction of car tags and o Personal property and mobile home taxes for online payment Robert Calvert, Calvert Spradling Engineer o Consider the reprogramming of the Ray Vail LSBP Projects Annie Hines-Goode, Veteran's Service Officer o Monthly Report Kyle Chandler, Galloway, Chandler, McKinney, Insurance Agent o County's Group Health Policy Renewal Treva Hodge, I/T and Personnel Manager o Flagging Agreement with Bartlett & West, Inc. for fiber project at Court Complex Authority to pay Bartlett & West, Inc. \$4,500 for the Flagging Services Eddie Scott, Sheriff Authorize the submission of the JAG Grant Application FY2020 Authorize and approve the Sheriff's Affidavit of Jail Meal Log for April 2020 Review of COVID19 Guidelines for JSCWP Offenders Grant with Three Rivers Planning and Development Amy Berry, Chancery Clerk o See Attached Paper Request to go into Executive Session regarding Personnel Matter as allowed under Section 25-41-7 of the Mississippi Code Recess until Monday, June 1, 2020, at 9:00 a.m.

Amy Berry, Chancery Clerk

O/Open Hay Lease Bids as advertised / Authorize and approve the renewal of the Insurance Policy for the Volunteer Fire with Provident Insurance Group Authorize and approve payment to Tanner Construction Inc. for \$194,993.50 and Calvert Spradling Engineers, \$18,633.76 for the ERBR Project BR-0013(53)B Authorize and approve the submission of the Youth Court Grant FY 2021 Authorize and approve to spread on the minutes the Continuing Disclosure submission FY2020 on the Minutes – as prepared by Butler Snow Authorize and approve payment to Butler Snow, \$3,000 for submitting the Continuing Disclosure Report FY 2020 🛩 Approve the Clerk's Affidavit of Funds from Justice Court for the month of April , 2020 🖋 Authorize and approve payment for LINK Invoices in the amount of \$93.00, \$1,925.00, and \$186.00 and for the Clerk to Bill the City one half for reimbursement 🦟 Review the GTR Planning and Development District Advisory Committee for Clay County - Advisory Meeting set for Thursday, July 9, at 10:30 a.m. Review County Financial Report for the month of April 2020 🗸

Approve the Constables Monthly Gross Fee Income for May 2020

o Rental of County Buildings

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EXHIBIT B

EXHIBIT C



Clay County Tax Assessor/Collector

Porsha Johnson Lee P.O. Box 795 West Point, MS 39773

Email: plee@claycounty.ms.gov

TAGS SURRENDERED FOR CREDIT OR NO LONGER BEING USED ON VEHICLE ISSUED FOR:
AFTER LIST IS PRESENTED TO THE BOARD OF SUPERVISORS. THESE TAGS MAY BE DESTROYED

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EXHIBIT D



Data Systems Management, Inc.



QUOTE

Date: April 22, 2020

On-Line Personal, Mobile Home Tax Inquiry

To:

Clay County Tax Assessor/Collector

From: Data Systems Management, Inc.

STATEMENT OF WORK

Updated Personal Property & Mobile Home Tax data and files will be uploaded nightly to a Data Systems Management iSeries cloud hosted server. Programs will be provided that will allow public or private browser web access to the information.

PRODUCTS & SERVICES

NEW RAMEBAINGUIRYABERS DANAM RECHERTON MODELLE HOMBERS Y TH

Monthly \$100

1.1 Monthly Hosting



Terms & Conditions

Net 30 days. Quoted prices are valid for 30 days. Freight charges, out of pocket travel and living expenses, and training charges will be billed as incurred.

DSM software is developed, sold, distributed, copyrighted, supported, and maintained exclusively by Data Systems Management. All software and services are subject to the terms and conditions of DSM software support agreements.

Accepted By:

Clay County

Date:

Purchase Order:

Submitted By:

Al Theriot, Data Systems Management, Inc. Marketing Manager

Al Theriot 504-909-9387 al@altheriot.com 1505 Business Park Drive Clinton, MS 39056 dsmgov.com Robert Holt 662-329-1222 rholt@datasysmgt.com

EXHIBIT E



610 COMMERCE STREET • P. O. BOX 836 WEST POINT, MISSISSIPPI 39773 (662) 494-4781 FAX# (662) 494-7072 www.gcminsurance.com

BCBS Rate	<u>2019-2020</u>	2020-2021
Employee Only	629.21	$786.51 - 15^{\circ}.3^{\circ}$
Family	824.28	$1,030.35 = 200.0^{\circ}$
GAP Rate	<u>2019-2020</u>	2020-2021
Employee Only	218.41	207.50
Family	285.97	271.67
GAP Rate (Option 1)	<u>2019-2020</u>	2020-2021
Employee Only	N/A	185.65
Family	N/A	243.08

BCBS Loss Ratio during plan year 2019-2020 is 135% through 10 months.

Companies that declined to quote:

Humana United Health Care Aetna

BUSINESS • BONDS • GROUP BENEFITS • PERSONAL

BENEFIT COSTS July 2020 – June 2021

<u>BENEFIT</u>	MONTHLY	COST
BCBS	\$301.27	Family
Vision	\$8.90	Employee only
	\$13.53	Employee + 1
	\$23.74	Family
Dental	\$27.85	Employee only
	\$58.55·	Employee + 1
	\$94.36	Family

It's good to be Blue.

3545 Lakeland Drive Flowood, Mississippi 39232 Telephone: 601-932-3704 www.bcbsms.com

April 30, 2020

Company Name: CLAY COUNTY MS

Group No.: 046907 Renewal Date: July 1, 2020

Dear Amy Berry:

We are proud to be your partner in health, providing smarter, better healthcare for you and your business. The last year has yielded greater insight into the value of quality and outcomes-based care to you and your business.

Our Blue Primary Care Home Network of providers has continued to grow, and we are seeing both healthcare costs and health risks decrease among patients of these clinics. This care evolution includes the introduction and expansion of the state's first Women's Wellness Homes, the Ob-Gyn Blue Primary Care Home model that provides a holistic wellness home for women at every phase of life. We value the opportunity to be your and your employees' partner along your wellness journey.

We continue to partner with our Network Hospitals and Providers to deliver quality, evidence-based care and a focus on positive health outcomes. Our Well Mother/Healthy Pregnancy member program and Maternity Quality Model are changing the way that women experience care before, during and after pregnancy. Our innovative partnerships with specialty care providers, such as our Orthopaedic Ambulatory Specialty Centers, are delivering quality-based outcomes and better value for your healthcare dollars.

Through engagement with these innovative benefits and services, we can each have a positive impact on healthcare costs while enjoying all the personal benefits of good health. By educating your employees and their covered dependents on the value of taking ownership of their health, the importance of a healthy lifestyle and of building a relationship with a Blue Primary Care Network Provider, you can help manage and, in some cases, even reduce your healthcare costs.

Your renewal premium reflects your current benefits, **employee demographics**, benefit utilization, your group's tobacco-use status, any Agent commissions and our emphasis on managing cost trends. **Should you have a significant change in the demographics of your enrollment, your premium may be subject to an adjustment.** Your premium also includes additional fees and benefit requirements as mandated by the Healthcare Reform law. Benefit requirements include limits on probationary periods and deductibles and, if applicable, your maximum out-of-pocket.

We value your business and working with you to make your business and your community healthier through healthcare focused on you and your employees' health needs. We look forward to meeting with you soon to discuss your renewal. If you have any questions prior to our meeting, please contact your Certified Blue Cross & Blue Shield of Mississippi Agent, or contact me directly at 601-664-4482.

With smarter, better healthcare working for you, now, more than ever, it's good to be Blue!

Best of health,

Doug Henley Director, Sales

cc: Brandt Galloway 662-328-0492

Enclosure

BCBS 29493 10/18

Blue Cross & Blue Shield of Mississippi, A Mutual Insurance Company, is an Independent licensee of the Blue Cross and Blue Shield Association.



It's good to be Blue.

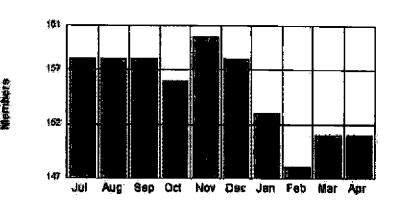
Large Group Renewal

CLAY COUNTY MS Group No.: 046907 Renewal Date: July 1, 2020

Your new premiums will be effective July 1, 2020 and provided on future e-billings.

	Current Premium	Renewal Premium
PHILITY & ORIGINAL	440000	
Employee/Family	\$ 824.28	\$ 1,030.35
(Granice Reception)	福福斯加斯 萨	2570034

Primary Period Summary Reporting Period 07/2019 through 04/2020



Show Details

<u>Month</u>	Total <u>Members</u>	Paid <u>Claims</u>	Cumulative Paid Glaims	Premiums Billed
<u>July</u>	158	\$59,275.29	\$59,275.29	\$61,562.85
<u>August</u>	158	\$131,946.78	\$191,222.07	\$60,788,44
<u>September</u>	158	687,108.17	\$278,330.24	\$58,900.81
<u>October</u>	156	\$107,023,76	\$385,354.00	\$59,564,05
November	160	\$98,692.46	\$484,046.46	\$58,510,67
December	158	\$57,807.90	\$541,854.3 6	\$63,06 6 .21
January	153	\$127,966.25	\$669,820.61	\$58,271.60
February	1.48	\$10,893.57	\$680,714.18	\$56,774.1 1
March	151	\$62,594,97	\$743,309.15	\$58,315.60
<u>April</u>	151	\$59,691.90	\$803,001.05	\$59,334,95
Total		\$803,001.05		\$595,089.29

NOTE: Previous month's enrollment figures may change due to retroactive adjustments.

Prepared by: Blue Cross & Blue Shield of Mississippi.

Date Prepared: May 6, 2020 About This Report

3 Group(s): 046907 046908 046915

Report ID: cvmbrsum

https://wfextreporting.bebsms.com/ibi_apps/WFServlet

5/6/2020

Cost & Utilization Rankings Top 20 Patients by Payments

Reporting Period 07/2019 through 04/2020

	Member	<u>Payments</u>	% of Total
1	Member-001	\$223,804.63	27.87%
2	Member-002	\$78,137.61	9.73%
3	Member-003	\$57,209.20	7.12%
4	Member-004	\$51,966.64	6:47%
5	Member-005	\$48,147,44	6 00%
6	Member:006	\$39,412.91	4.91%
7	Member-007	\$37,739.52	470%
8	Member-008	\$33,537.66	4:18%
9	Member-009	\$26, 33 5.33	3.28%
10	Member-010	\$26,101.98	3.25%
11	Member-011	\$25,142.73	3.13%
12	Member-012	\$21,796.85	2.71%
13	Member-013	\$15,676.36	1.95%
14	Member-014	\$11,611.89	1.45%
15	Member-015	\$9,273.43	1.15%
16	Member-016	\$7,717.16	.96%
17	Member 017	\$7,561.95	.94%
18	Member-018	\$7,184.49	.89%
19	Member-019	\$6,966.72	87%
20	Member-020	\$5,652.62	.70%
	Total Top 20	\$740,977.12	92.28%
	Total All Others	\$62,023.93	7.72%
	Grand Total	\$803,001.05	100.00%

Prepared by: Blue Gross & Blue Shield of Mississippi Date Prepared: May 6, 2020 About This Report

3 Group(s); 046907 046908 046915

Report ID: arcurauw

ittps://wfextreporting.bebsms.com/ibi_apps/WFServlet

5/6/2020

Cost & Utilization Rankings Top 20 Drugs(All) by Payments

Reporting Period 07/2019 through 04/2020

View All Drugs

Drug Name	Occurs	Charges	Charge Per Occur		Payment Per Occur	Average Quantity [Average Pay Supply
1 Revlimid	12	\$136,138.09	\$11,344.84	\$130,851.79	\$10,904,32	14.00	21.00
2 Xeljanz Xr	10	\$44,624.64			\$3,544.24	30.00	30.00
3 Forteo	10.	\$37,304.12	\$3,730.41	\$30,271.90	\$3,027,19	2.00	28.00
4. Humira Pen	6	\$29,568.06	\$4,928.01	\$24,325.46	\$4,054.24	2.00	28.00
5 Toujeo Solostar	20	\$12,620.42	\$631,02	\$12,620,42	\$631.02	6.75	25.00
6 Jardiance	31	\$15,580.39	\$502.59	\$8,126.36	\$262.14	28.55	28.55
7 Victoza	9	\$8,871:46	\$985.72	\$6,846.58	\$760.73	9.00	28.67
8 Eliquis	17	\$8,028,35	\$472.26	\$6,029.23	\$354.66	60.00	30.00
9 Ozempio	11	\$9,053.90	\$823.08	\$4,850.52	\$440.96	1.18	28.36
10 Janumet Xr	18	\$8,653.98	\$480.78	\$4,771.43	\$265.08	60.00	30.00
11 Tresiba Flextouch	8	\$5,005.45	\$625.68	\$3,194.75	\$399.34	9.75	30.00
12 Invokamet Xr	10	\$5,281.86	\$528,19	\$3,108.42	\$310.84	60.00	30.00
13 lovokamet	10	\$5,256.57	\$525.66	\$2,587,40	\$258.74	60.00	30.00
14 Novolog Flexpen	4	\$2,438.92	\$609.73	\$2,438.92	\$609.73	15,00	28.50
15 Linzess	6	\$2,689,00	\$448.17	\$2,222.40	\$370.40	30.00	30.00
16 Lumigan	11	\$2,335.38	\$212.31	\$1,681.62	\$152.87	2.00	29.55
17 Symbicort	5	\$1,699,49	\$339,90	\$1,674.49	\$334.90	10.00	30.00
18 Stiolto Respirat	6	\$2,552.76	\$425.46	\$1,668.64	\$278.11	4.00	29.00
19 Valsartan/Hydrochlorothiazide	13	\$1,475.88	\$113.53	\$1,475.88	\$113.53	43.85	43.85
20 Epinephrine	3	\$894.00	\$298:00	\$661.38	\$220.46	2.00	4:00
Total Top 20	220	\$340,072.72	\$1,545.79	\$284,849.95	\$1,294.77	26.84	28.95
Total All Others	2,215	\$25,608.29	\$11.56	\$12,466.87	\$5.63	53.53	31.32
Grand Total	2,435	\$365,681.01	\$150.18	\$297,316,82	\$122.10	51.12	31.10

Prepared by: Blue Cross & Blue Shield of Mississippi Date Prepared: May 6, 2020 About This Report

3 Group(s): 046907 046908 046915

Report ID: arcurauw

https://wfextreporting.bcbsms.com/ibi_apps/WFServlet

5/6/2020

EXHIBIT F

Bartlett & West, Inc. Agreement for Construction Observation and Flagging Services

THIS AGREEMENT ("Agreement") is made and entered into as of June 12, 2020 by and between Clay County Board of Supervisors ("Company"), located at West Point, MS 39773 and Bartlett & West, Inc., ("Consultant"), located at Topeka, KS, 66615 consultant to The Kansas City Southern Railway Company.

A. General Background

- 1. Consultant is acting as the coordinator for the construction observation and flagging services required by The Kansas City Southern Railway Company.
- 2. Company is interested in performing a construction project that will cross The Kansas City Southern Railway Company's right-of-way per an executed agreement between said parties and requires the services of construction observation and flagging.

B. Services

- 1. Construction Observation. Consultant's representatives or subcontractors will be required for the purpose of providing project administration, assessment, or observation aspects of the project as an agent of The Kansas City Southern Railway Company. Consultant's services do not include supervision or direction of the means, methods, or actual work of Company or its contractor.
- 2. Flagging. The presence of a Kansas City Southern Railway Company approved flagger is required for the purpose of monitoring railroad traffic, directing construction vehicles and personnel around traffic and keeping traffic moving as effectively as possible as authorized and required by The Kansas City Southern Railway Company during the construction work of Company or its contractor.

C. Consultant Responsibilities

- 1. The presence of construction observers or flaggers on site will not relieve Company of its responsibilities to comply with the terms of The Kansas City Southern Railway Company permit agreement and the required specifications. Consultant will not be responsible for job or site safety or security on the Project.
- 2. Consultant shall not be responsible for delays caused by Company's failure to furnish necessary information promptly as requested, or for delays resulting from faulty equipment or late, slow, or faulty performance by Company, other contractors or sub-consultants of Company, or government agencies whose performance of work is precedent to or concurrent with the performance of Consultant's observation of Company's work.
- 3. Consultant shall not be responsible for damages or be in default, or be deemed to be in default, for any delays in the performance of the work by-reason of strikes, lockouts, accidents, acts of God, widespread infectious disease outbreaks (including, but not limited to, epidemics and pandemics), inclement weather or other causes beyond Consultant's reasonable control including directives from The Kansas City Southern Railway Company. In the event of any such cause or delay, the project duration shall be extended accordingly, and Consultant shall be entitled to additional compensation for such delays, regardless of the cause. Any such adjustments to the project duration and compensation shall be put in writing in the form of an invoice issued to Company upon determination of same.
- 4, Consultant shall comply with the Company's or Consultant's Site-Specific Safety Action Plan whichever is more stringent

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D. Company Responsibilities

- 1. In accordance with generally accepted construction practices, Company will be solely responsible for working conditions on the job site, including security and safety of all persons and property during the Project, and compliance with The Kansas City Southern Railway Company safety requirements, local safety requirements and Occupational Safety and Health Administration (OSHA) regulations. This requirement shall be made to apply continuously and not be limited to normal working hours.
 - A. Continued non-compliance with The Kansas City Southern Railway Company Safety Rules (specifically GS-1 and GS-2) will result in directive to discontinue work within the The Kansas City Southern Company right-of-way.
 - B. The Kansas City Southern Railway Company Safety Rules GS-1 and GS 2 may be found in Attachment 1 of this Agreement.
 - C. Company shall provide Consultant with their OSHA (or applicable regulatory agency) compliant Site-Specific Safety Action Plan.
- 2. Wherein the project site is determined by Company to be unworkable due to inclement weather conditions, the Company must notify the Consultant's on-site representative of any such delays.

E. Compensation

1. Company shall compensate Consultant at the rate or rates shown below based on the actual duration of the project. A prepayment invoice (PPI) shall be issued upon determination of an estimated project duration and must be paid in full at least fifteen (15) days before construction begins. Compensation for extensions of time beyond the estimated project duration will be at the per day basis at the rates stipulated in this section. Should an extension be required to complete the project, Consultant will issue an invoice for the estimated number of extended duration days and overtime, as agreed upon by the Consultant and Company, which shall be immediately due and payable.

Failure to maintain a prepayment balance may result in the termination of construction observation and/or flagging services until additional funds are deposited. Termination of services will prevent additional work by the Contractor until the Contractor has rescheduled the return of the construction observer and/or flagger with the Consultant's scheduler. An additional mobilization fee will be charged if the construction observer and/or flagger are required to return to the site.

2. The daily rate is based on 10-hour workdays. A minimum of 10 hours will be charged for each day worked. Overtime, in ½ hour increments, will be charged for all hours worked beyond the 10-hour minimum workday.

The daily rates for said services to be provided under this Agreement are as follows

Construction Observation......\$1,500/Day* (Requires minimum of 15-day notification.)

Mobilization/Administrative Fee.....\$2,000 (Each project will incur a fee for travel and administrative costs. Project must be cancelled 2 business days prior to the scheduled start date to avoid additional mobilization fee. Multiple mobilization fees could be charged if the project cannot be constructed on consecutive business days, which could result in multiple mobilizations.)

Flagging.....\$1,000/Day* (Requires minimum of 15-day notification.)

*Generally observed holidays will be subject to additional fees.

Page 2 of 5 ver_April 15, 2020

- 3. Consultant will be compensated by Company for any cancellation if Consultant's on-site representative is not notified by Company a minimum of 24 hours in advance of the daily scheduled start time.
- 4. Consultant has the right to retain all or a portion thereof, of the prepaid fees to cover necessary costs whenever a project is terminated by the owner, applicant or agent or when the project is installed in absence of the Consultant's construction observation and flagging services when required by The Kansas City Southern Railway.

F. Commencement Date and Term of Services

- 1. Bartlett & West services will begin upon acceptance of this Agreement by <u>Clay County Board of Supervisors</u> and shall continue through completion of said services.
- 2. This Agreement has been executed by the authorized representatives of the parties, and is intended to create a binding contractual relationship.
- 3. In no event shall the terms and conditions in any Consultant or Company purchase order, work order, or similar document issued after the signing of this Agreement govern over this Agreement. This Agreement shall take precedence over other documents, purchase orders, work orders that may be issued and/or signed after this Agreement.
- 4. The terms of this Agreement shall automatically renew each year unless either party has terminated the agreement as per Article 8 of the Standard Provisions. Consultant reserves the right to modify the agreement terms at any time by written instrument to the Company. Agreement modifications will not take effect until such time any current project(s) with the Company is finished and a signed copy of the written instrument is returned to the Consultant. Consultant reserves the right to not begin any new projects until a signed copy of the written instrument is returned.

G. Standard Provisions of Agreement for Professional Services

1. The Standard Provisions of Agreement for Professional Services are attached and shall apply to the services provided under this Agreement.

BARTLETT & WEST, INC.	Clay County Board of Supervisors
By:	Luke Lannus
Jeff Jones	[Authorized Representative]
Title: Sr. Project Manager	Lakelunus [Printed Name]
	Fille: Ivesident
Date:	5/28/2020

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STANDARD PROVISIONS OF AGREEMENT FOR FLAGGING AND CONSTRUCTION OBSERVATION

The Company and Bartlett & West, Inc. (referred to as the Consultant), agree that the following provisions shall be part of this Agreement.

- 1. Company Representative. The Company shall designate an individual with authority to act on behalf of the Company as to all aspects of the project and shall give prompt written notice to the Consultant if the Company becomes aware of any defect in the project, and shall otherwise fully cooperate as may be required or appropriate in connection with the project.
- 2. Company Changes. In the event that any changes are made in the work to be performed hereunder, by the Company or persons other than the Consultant, and which affect the Consultant's work, any and all liability arising out of such changes is waived as against the Consultant and the Company assumes full responsibility for such changes unless Company has given the Consultant prior notice and has received from the Consultant written consent for such changes.
- 3. Standard of Care. The Consultant's services shall be performed in a manner consistent with that degree of skill and care exercised by practicing professionals performing similar services at the same time, at the same locality and under the same or similar circumstances and conditions. The Consultant makes no other representations or any warranties, whether expressed or implied, with respect to the services rendered hereunder.
- 4. <u>Completion</u>. In no event shall any statute of limitations commence to run any later than the date when the Consultant's services are substantially completed and any cause of action against the Consultant arising from or pertaining to this Agreement must be initiated no later than two (2) years after the date when the Consultant's services are substantially completed.
- 5. Waiver of Consequential Damages. In no event shall the Consultant be liable for consequential damages arising out of, or connected in any way to the Project or this Agreement. This includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.
- 6. <u>Taxes.</u> Compensation payable to the Consultant pursuant to this Agreement shall be in addition to taxes that may be assessed against the Consultant by any state or political subdivision directly on services performed or payments for services performed by the Consultant. Such taxes that the Consultant may be required to collect or pay shall be added by the Consultant to invoices submitted to the Company pursuant to this Agreement.
- 7. <u>Suspension.</u> In the event all or any portion of the work prepared or partially prepared by the Consultant is suspended, abandoned, or terminated, the Company shall pay the Consultant for the work performed on a daily basis.

- 8. Termination. This Agreement may be terminated by either Company or the Consultant upon thirty (30) days written notice in the event of substantial failure of the other party to perform in accordance with the terms of this Agreement. Company expressly agrees to hold the Consultant harmless from any liability arising out of the Consultant's termination of its services hereunder due to Company's failure to perform and/or pay in accordance with the provisions of this Agreement. In the event of termination of this Agreement, Company shall then promptly pay the Consultant for all of the fees, charges and services performed by the Consultant i accordance with the compensation arrangements under the Agreement or on an agreed hourly basis. If the Consultant files sunfor breach of contract, all attorney fees, court costs, and other related costs will be paid by the Company if a Court finds the Company has breached its contract with the Consultant.
- 9. Severability. Should any provision herein be found or deemed to be invalid, this Agreement shall be construed as not containing such provision and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable.
- 10. Assignment/Third Party Reliance/Certification. Neither the Company nor the Consultant shall assign its interest in this Agreement without the written consent of the other. The services to be provided pursuant to this Agreement are being performed solely for the benefit of the Company, and no benefit is meant to be conferred upon any person or entity not a party to this Agreement, and no such person or entity should rely upon Consultant's performance of those services to the Company; and no claim against Consultant shall accrue to, any contractor, subcontractor, consultant, engineer, supplier, fabricator, manufacturer, lender, tenant, surety, home-owner's association or any other third-party as a result of this Agreement or the performance or non-performance of services on the project. Consultant shall not be required to sign any documents, no matter by whom requested, that would result in Consultant's havin to certify, guaranty, or warrant the existence of conditions the Consultant cannot ascertain.
- 11. Hazardous Materials. In the event that Consultant or any other party encounters asbestos or hazardous or toxic materials at the job site, or should become known in any way that certain materials may be present at the job site or any adjacent areas that may affect the performance of Consultant's services, the Consultant may, at its option and without liability for consequential or any other damages, suspend performance of services on the Project until the Company retains appropriate specialist consultants or contractors to identify, abate and/or remove the asbestos or hazardous or toxic material, and warrant that the job site is in full compliance with applicable laws and regulations.
- 12. Waiver of Subrogation. To the extent any damage or claim is covered by property insurance during construction, the Company and the Consultant waive all rights against each other and against the contractors, consultants, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. The Company or the Consultant, as applicable, shall

ver_April 15, 2020

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STANDARD PROVISIONS OF AGREEMENT FOR FLAGGING AND CONSTRUCTION OBSERVATION

require of the contractors, consultants, and employees of any of them similar waivers in favor of the other parties enumerated herein.

- 13. Disputes. If a claim, dispute or other matter in question arises out of or related to this Agreement, the parties shall first try to resolve the issue through prompt, face-to-face negotiations conducted by an officer authorized to make decisions on behalf of each party. If the dispute is not resolved within sixty (60) calendar days of the commencement of negotiations, the parties shall appoint a qualified, neutral, third-party mediator, as a condition precedent to the institution of litigation. If the parties are unable to agree upon a mediator, the Consultant shall present a list of three prospective mediators to the Company, who shall choose the mediator. In the event of failure on the part of the Company to do so within ten (10) days of receipt of the list, the Consultant shall choose the mediator. The mediator's fees shall be shared equally and shall be held at the offices of the Company or the Consultant as selected by the mediator.
- 14. Equal Opportunity. The Consultant shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.
- 15.1 Job Site Confined Space and/or Permit Required Entry. If confined space and/or permit required entry is required for the services to be provided, Owner/general contractor shall provide subcontractor and Consultant with a completed Confined Space Pre-Entry checklist that complies with 29 CFR 1910.146 and 29 CFR 1926.1200 AA standards for construction as amended and applicable state laws and regulations. Owner/general contractor, at its expense, shall obtain any and all required permits and equipment for such entry. Owner/general contractor shall determine if job requires anyone to enter manholes, vaults, lift station, piping, tanks or other confined spaces. Before work at a worksite, the Owner/general contractor must ensure that a competent person identifies all confined spaces in which one or more of the persons it directs may work, and identifies each space that is a permit space, through consideration and evaluation of the elements of that space, including testing as necessary. If the workplace contains one or more permit spaces, the Owner/general contractor who identifies, or who receives notice of, a permit space must:
- (1) Inform exposed persons by posting danger signs or by any other equally effective means, of the existence and location of, and the danger posed by, each permit space; and a sign reading "DANGER - PERMIT REQUIRED CONFINED SPACE, DO NOT ENTER" or using other similar language would satisfy the requirement for a sign.
 - (2) Inform, in a timely manner and in a manner other than posting, its employees' authorized representatives and the controlling contractor of the existence and location of, and the danger posed by, each permit space.

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- If Owner/general contractor determines any person will enter a permit space, that host employer must have a written permit space program that complies with §1926.1204 implemented at the construction site. Contractor shall provide appropriate air monitoring equipment, employee training, permit forms, rescue procedures, personnel, and other means necessary to safely and independently enter confined spaces. The written program and permit must be made available prior to and during entry operations for inspection by person/s who need to enter the space for work or inspection.
- 15.2. Job Site Fall Protection and Rescue Plans. In the event personal fall arrest systems are used, the following rescue considerations shall apply. When personal fall arrest systems are used, the Owner/general contractor must assure that persons can be promptly rescued or can rescue themselves should a fall occur. The availability of rescue personnel, ladders, or other rescue equipment should be evaluated. In some situations, equipment that allows employees to rescue themselves after the fall has been arrested may be desirable, such as devices that have descent capability. All new persons on site shall be given instructions on the proper use of fall protection devices before they begin work, as well as rescue procedures. The written fall protection plan will be reviewed before work begins on the job site. Fall protection equipment use will be reviewed regularly at the weekly safety meetings.

ver_April 15, 2020

Bartlett & West, Inc. Agreement for Construction Observation and Flagging Services

THIS AGREEMENT ("Agreement") is made and entered into as of May 14, 2019 by and between Clay County Board of Supervisors ("Company"), located at West Point, MS 39773 and Bartlett & West, Inc., ("Consultant"), located at Topeka, KS, 66615 consultant to The Kansas City Southern Railway Company.

A. General Background

- 1. Consultant is acting as the coordinator for the construction observation and flagging services required by The Kansas City Southern Railway Company.
- 2. Company is interested in performing a construction project that will cross The Kansas City Southern Railway Company's right-of-way per an executed agreement between said parties and requires the services of construction observation and flagging.

B. Services

- 1. Construction Observation. Consultant's representatives or subcontractors will be required for the purpose of providing project administration, assessment, or observation aspects of the project as an agent of The Kansas City Southern Railway Company. Consultant's services do not include supervision or direction of the means, methods, or actual work of Company or its contractor.
- 2. Flagging. The presence of a Kansas City Southern Railway Company approved flagger is required for the purpose of monitoring railroad traffic, directing construction vehicles and personnel around traffic and keeping traffic moving as effectively as possible as authorized and required by The Kansas City Southern Railway Company during the construction work of Company or its contractor.

C. Consultant Responsibilities

- 1. The presence of construction observers or flaggers on site will not relieve Company of its responsibilities to comply with the terms of The Kansas City Southern Railway Company permit agreement and the required specifications. Consultant will not be responsible for job or site safety or security on the Project.
- 2. Consultant shall not be responsible for delays caused by Company's failure to furnish necessary information promptly as requested, or for delays resulting from faulty equipment or late, slow, or faulty performance by Company, other contractors or sub-consultants of Company, or government agencies whose performance of work is precedent to or concurrent with the performance of Consultant's observation of Company's work.
- 3. Consultant shall not be responsible for damages or be in default, or be deemed to be in default, for any delays in the performance of the work by-reason of strikes, lockouts, accidents, acts of God, inclement weather or other causes beyond Consultant's reasonable control including directives from The Kansas City Southern Railway Company. In the event of any such cause or delay, the project duration shall be extended accordingly, and Consultant shall be entitled to additional compensation for such delays, regardless of the cause. Any such adjustments to the project duration and compensation shall be put in writing in the form of an invoice issued to Company upon determination of same.

D. Company Responsibilities

In accordance with generally accepted construction practices, Company will be solely responsible
for working conditions on the job site, including security and safety of all persons and property during
the Project, and compliance with The Kansas City Southern Railway Company safety requirements,

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local safety requirements and Occupational Safety and Health Administration (OSHA) regulations. This requirement shall be made to apply continuously and not be limited to normal working hours.

2. Wherein the project site is determined by Company to be unworkable due to inclement weather conditions, the Company must notify the Consultant's on-site representative of any such delays.

E. Compensation

1. Company shall compensate Consultant at the rate or rates shown below based on the actual duration of the project. A prepayment invoice (PPI) shall be issued upon determination of an estimated project duration and must be paid in full at least fifteen (15) days before construction begins. Compensation for extensions of time beyond the estimated project duration will be at the per day basis at the rates stipulated in this section. Should an extension be required to complete the project, Consultant will issue an invoice for the estimated number of extended duration days and overtime, as agreed upon by the Consultant and Company, which shall be immediately due and payable.

Failure to maintain a prepayment balance may result in the termination of construction observation and/or flagging services until additional funds are deposited. Termination of services will prevent additional work by the Contractor until the Contractor has rescheduled the return of the construction observer and/or flagger with the Consultant's scheduler. An additional mobilization fee will be charged if the construction observer and/or flagger are required to return to the site.

2. The daily rate is based on 10-hour workdays. A minimum of 10 hours will be charged for each day worked. Overtime, in ½ hour increments, will be charged for all hours worked beyond the 10-hour minimum workday.

The daily rates for said services to be provided under this Agreement are as follows

Construction Observation.........\$1,500/Day* (Requires minimum of 15-day notification.)

Mobilization/Administrative Fee.....\$2,000 (Each project will incur a fee for travel and administrative costs. Project must be cancelled 2 business days prior to the scheduled start date to avoid additional mobilization fee. Multiple mobilization fees could be charged if the project cannot be constructed on consecutive business days, which could result in multiple mobilizations.)

Flagging.....\$1,000/Day* (Requires minimum of 15-day notification.)

- 3. Consultant will be compensated by Company for any cancellation if Consultant's on-site representative is not notified by Company a minimum of 24 hours in advance of the daily scheduled start time.
- 4. Consultant has the right to retain all or a portion thereof, of the prepaid fees to cover necessary costs whenever a project is terminated by the owner, applicant or agent or when the project is installed in absence of the Consultant's construction observation and flagging services when required by The Kansas City Southern Railway.

F. Commencement Date and Term of Services

1. Bartlett & West services will begin upon acceptance of this Agreement by <u>Clay County Board of Supervisors</u> and shall continue through completion of said services.

Page 2 of 5 ver_Sept.1.2018

^{*}Generally observed holidays will be subject to additional fees.

- 2. This Agreement has been executed by the authorized representatives of the parties, and is intended to create a binding contractual relationship.
- 3. In no event shall the terms and conditions in any Consultant or Company purchase order, work order, or similar document issued after the signing of this Agreement govern over this Agreement. This Agreement shall take precedence over other documents, purchase orders, work orders that may be issued and/or signed after this Agreement.
- 4. The terms of this Agreement shall automatically renew each year unless either party has terminated the agreement as per Article 8 of the Standard Provisions. Consultant reserves the right to modify the agreement terms at any time by written instrument to the Company. Agreement modifications will not take effect until such time any current project(s) with the Company is finished and a signed copy of the written instrument is returned to the Consultant. Consultant reserves the right to not begin any new projects until a signed copy of the written instrument is returned.

G. Standard Provisions of Agreement for Professional Services

1. The attached Standard Provisions of Agreement for Professional Services shall apply to the services provided under this Agreement.

BARTLETT & WEST, INC.	Clay County Board of Supervisors
By:	Burn Ste Zum
Jeff Jones	and the control of th
Title: Sr. Project Manager	[Printed Name]
Date:	COUNTY 8 28 2020

ver_Sept.1.2018

Page 3 of 5

STANDARD PROVISIONS OF AGREEMENT FOR FLAGGING AND CONSTRUCTION OBSERVATION

The Company and Bartlett & West, Inc. (referred to as the Consultant), agree that the following provisions shall be part of this Agreement.

- 1. Company Representative. The Company shall designate an individual with authority to act on behalf of the Company as to all aspects of the project and shall give prompt written notice to the Consultant if the Company becomes aware of any defect in the project, and shall otherwise fully cooperate as may be required or appropriate in connection with the project.
- -2. Company Changes. In the event that any changes are made in the work to be performed hereunder, by the Company or persons other than the Consultant, and which affect the Consultant's work, any and all liability arising out of such changes is waived as against the Consultant and the Company assumes full responsibility for such changes unless Company has given the Consultant prior notice and has received from the Consultant written consent for such changes.
- 3. Standard of Care. The Consultant's services shall be performed in a manner consistent with that degree of skill and care exercised by practicing professionals performing similar services at the same time, at the same locality and under the same or similar circumstances and conditions. The Consultant makes no other representations or any warranties, whether expressed or implied, with respect to the services rendered hereunder.
- 4. <u>Completion.</u> In no event shall any statute of limitations commence to run any later than the date when the Consultant's services are substantially completed and any cause of action against the Consultant arising from or pertaining to this Agreement must be initiated no later than two (2) years after the date when the Consultant's services are substantially completed.
- 5. Waiver of Consequential Damages. In no event shall the Consultant be liable for consequential damages arising out of, or connected in any way to the Project or this Agreement. This neludes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.
- 6. <u>Taxes.</u> Compensation payable to the Consultant pursuant to this Agreement shall be in addition to taxes that may be assessed against the Consultant by any state or political subdivision directly on services performed or payments for services performed by the Consultant. Such taxes that the Consultant may be required to collect or pay shall be added by the Consultant to invoices submitted to the Company pursuant to this Agreement.
- 7. <u>Suspension.</u> In the event all or any portion of the work prepared or partially prepared by the Consultant is suspended, abandoned, or terminated, the Company shall pay the Consultant for the work performed on a daily basis.

- 8. Termination. This Agreement may be terminated by either Company or the Consultant upon thirty (30) days written notice in the event of substantial failure of the other party to perform in accordance with the terms of this Agreement. Company expressly agrees to hold the Consultant harmless from any liability arising out of the Consultant's termination of its services hereunder due to Company's failure to perform and/or pay in accordance with the provisions of this Agreement. In the event of termination of this Agreement, Company shall then promptly pay the Consultant for all of the fees, charges and services performed by the Consultant in accordance with the compensation arrangements under this Agreement or on an agreed hourly basis. If the Consultant files suit for breach of contract, all attorney fees, court costs, and other related costs will be paid by the Company if a Court finds the Company has breached its contract with the Consultant.
- 9. <u>Severability</u>. Should any provision herein be found or deemed to be invalid, this Agreement shall be construed as not containing such provision and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable.
- 10. Assignment/Third Party Reliance/Certification. Neither the Company nor the Consultant shall assign its interest in this Agreement without the written consent of the other. The services to be provided pursuant to this Agreement are being performed solely for the benefit of the Company, and no benefit is meant to be conferred upon any person or entity not a party to this Agreement, and no such person or entity should rely upon Consultant's performance of those services to the Company; and no claim against Consultant shall accrue to, any contractor, subcontractor, consultant, engineer, supplier, fabricator, manufacturer, lender, tenant, surety, home-owner's association or any other third-party as a result of this Agreement or the performance or non-performance of services on the project. Consultant shall not be required to sign any documents, no matter by whom requested, that would result in Consultant's having to certify, guaranty, or warrant the existence of conditions that Consultant cannot ascertain.
- 11. Hazardous Materials. In the event that Consultant or any other party encounters asbestos or hazardous or toxic materials at the job site, or should become known in any way that certain materials may be present at the job site or any adjacent areas that may affect the performance of Consultant's services, the Consultant may, at its option and without liability for consequential or any other damages, suspend performance of services on the Project until the Company retains appropriate specialist consultants or contractors to identify, abate and/or remove the asbestos or hazardous or toxic material, and warrant that the job site is in full compliance with applicable laws and regulations.
- 12. Waiver of Subrogation. To the extent any damage or claim is covered by property insurance during construction, the Company and the Consultant waive all rights against each other and against the contractors, consultants, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. The Company or the Consultant, as applicable, shall

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ver_Sept.1.2018

STANDARD PROVISIONS OF AGREEMENT FOR FLAGGING AND CONSTRUCTION OBSERVATION

require of the contractors, consultants, and employees of any of them similar waivers in favor of the other parties enumerated herein.

- 13. <u>Disputes.</u> If a claim, dispute or other matter in question arises out of or related to this Agreement, the parties shall first try to resolve the issue through prompt, face-to-face negotiations conducted by an officer authorized to make decisions on behalf of each party. If the dispute is not resolved within sixty (60) calendar days of the commencement of negotiations, the parties shall appoint a qualified, neutral, third-party mediator, as a condition precedent to the institution of litigation. If the parties are unable to agree upon a mediator, the Consultant shall present a list of three prospective mediators to the Company, who shall choose the mediator. In the event of failure on the part of the Company to do so within ten (10) days of receipt of the list, the Consultant shall choose the mediator. The mediator's fees shall be shared equally and shall be held at the offices of the Company or the Consultant as selected by the mediator.
- 14. Equal Opportunity. The Consultant shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.
- 15.1 Job Site Confined Space and/or Permit Required Entry. If confined space and/or permit required entry is required for the services to be provided, Owner/general contractor shall provide subcontractor and Consultant with a completed Confined Space Pre-Entry checklist that complies with 29 CFR 1910.146 and 29 CFR 1926.1200 AA standards for construction as amended and applicable state laws and regulations. Owner/general contractor, at its expense, shall obtain any and all required permits and equipment for such entry. Owner/general contractor shall determine if job requires anyone to enter manholes, vaults, lift station, piping, tanks or other confined spaces. Before work at a worksite, the Owner/general contractor must ensure that a competent person identifies all confined spaces in which one or more of the persons it directs may work, and identifies each space that is a permit space, through consideration and evaluation of the elements of that space, including testing as necessary. If the workplace contains one or more permit spaces, the Owner/general contractor who identifies, or who receives notice of, a permit space must:
- (1) Inform exposed persons by posting danger signs or by any other equally effective means, of the existence and location of, and the danger posed by, each permit space; and a sign reading "DANGER – PERMIT REQUIRED CONFINED SPACE, DO NOT ENTER" or using other similar language would satisfy the requirement for a sign.
- (2) Inform, in a timely manner and in a manner other than posting, its employees' authorized representatives and the controlling contractor of the existence and location of, and the danger posed by, each permit space.

Page 5 of 5

If Owner/general contractor determines any person will enter a permit space, that host employer must have a written permit space program that complies with §1926.1204 implemented at the construction site. Contractor shall provide appropriate air monitoring equipment, employee training, permit forms, rescue procedures, personnel, and other means necessary to safely and independently enter confined spaces. The written program and permit must be made available prior to and during entry operations for inspection by person/s who need to enter the space for work or inspection.

15.2. Job Site - Fall Protection and Rescue Plans. In the event personal fall arrest systems are used, the following rescue considerations shall apply. When personal fall arrest systems are used, the Owner/ general contractor must assure that persons can be promptly rescued or can rescue themselves should a fall occur. The availability of rescue personnel, ladders, or other rescue equipment should be evaluated. In some situations, equipment that allows employees to rescue themselves after the fall has been arrested may be desirable, such as devices that have descent capability. All new persons on site shall be given instructions on the proper use of fall protection devices before they begin work, as well as rescue procedures. The written fall protection plan will be reviewed before work begins on the job site. Fall protection equipment use will be reviewed regularly at the weekly safety meetings.

ver_Sept.1.2018

PREPAYMENT INVOICE



1200 SW EXECUTIVE DRIVE ■ TOPEKA KS 66615-3850 785.272.2252 a FAX 785.228.6210 a 888.200.6464 WWW.BARTWEST.COM F.E.I.N. 48-0770612

To:

Clay County Board of Supervisors

Date:

5/14/2019

Amy Berry, Clay County Chancery Clerk

Project No.

17019.869

P. O. Box 815

CO-01203

West Point, MS 39773

Invoice No.

Terms: Due Upon Receipt

662-494-3124 Phone:

Email:

aberry@claycounty.ms.gov

Project: KCS Ref.

19-11869 CLAY COUNTY BOARD OF SUPERVISORS OH Fiber Optic

141' WEST POINT, MS MP GG88.96 Louisville Subd

Quantity	Unit	Description	Unit Price	Amount
1	Day	Construction Observation Services	\$1,500.00	\$1,500.00
0	Hour	Overtime CO Services	\$150.00	\$0.00
1	Trip	Mobilization	\$2,000.00	\$2,000.00
1	Day	Flagging Services	\$1,000.00	\$1,000.00
0	Hour	Overtime Flagging Services	\$100.00	\$0.00
			TOTAL DUE	\$4,500.00

Note: Prepayment is required before services will be performed.

The prepayment invoice is based on the estimated duration. Additional days required may be billed and payment required in advance of the completion of the project.

Payment by check:

Make check payable to: Bartlett & West, Inc.

Please enter invoice no. on check.

Mail Payment to:

Bartlett & West, Inc. Attn: Deb Zimmerman 1200 SW Executive Dr. Topeka, KS 66615

For EFT or ACH Wire Transfers:

Contact Deb Zimmerman at 785-228-3287 or 800-200-6464 or email deb.zimmerman@bartwest.com for bank information

For questions regarding the invoice please contact:

KCSCrossings@bartwest.com

THANK YOU FOR YOUR BUSINESS!

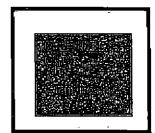
EXHIBIT G



STATE OF MISSISSIPPI

DEPARTMENT OF PUBLIC SAFETY

DIVISION OF PUBLIC SAFETY PLANNING





1. Applicant (Name, Address, Zip, Phone, Email)	2. Project Director (N	ame, Address,	Zip, Phone)	3. Financial O	fficer (Name, Title,	Address, Zip, P	hone)
Clay County Sheriff Sheriff Eddie Scott 348 West Broad Street West Point, MS 39773 W: (662) 494-2896 P: (662) 295-5441 escottclaysheriff@gmail.com	Caitlyn Wilson, Investigations Assistant 348 West Broad Street, West Point, MS 3977 W: (662) 494-2896 P: (662) 397-1022 cwilson@claysheriffms.org			Captain Jercmy Bell 348 West Broad Street West Point, MS 39773 W: (662) 494-2896 P: (662) 295-420 Jeremybell23@gmail.com			
4. Project Title		<u> </u>	5. DUNS I	Number:07	9117719	 	, .
FY 2018 Project Safe I	Neighborhood		Tax ID.	Number:6	4-6000252		
6. Type of Application Initial 2 ⁿ Continuation of Grant No.	d Yr. or	Yr. Funding		l Project Dur Start Date: Ju End Date: Ju	ly 1 st 2020	Mont	ths
We are requesting funding to help our k reduce violent crimes, gun violence, sear to need more repairs than a working Kduty calls. It is difficult to find funds for vehicle.	ch / rescue, etc. for 9 unit should have.	Clay Coun We need t	ty, Mississip haye our I	opi. The veh K-9 Unit out	icle we currently on patrol especi	y have is begi ally during o	inning off
9. Budget Category	<u></u>	Requested	, .		Ayen oved		
a. Personnel							
b. Fringe Benefits	· ,						Silver a la
c. Equipment			· · · · · · · · · · · · · · · · · · ·				
d. Travel		\$32,025			从影響表標		
e. Operating Expense		_ _					ow-serve
f. Contractual Services							
g. Miscellaneous							
Total Project Budget							
10. Source of Funds	Federal	%	St/Local Ma	tch %	То	tal	%
Requested Budget	\$32,025 ₄	100		0	\$32,	025	100
11. Number of pages in this application	12	TO STATE OF THE PARTY OF THE PA	. نام د		_		
H 200 Joe #	X Fleen		Lath	MA		928/2020	
Chief Administrative Officer (Signature	5 7 THE		Projec	Director 18	igneture and Da	ite)	
Herey E Scott	Clay	TN T I ME		<u>///</u>			
Chief Administrative Officer (Type or Pr		CASASAS.	Financ	ial Officer (Signature and D	ate)	

FY 2018 PSN APPLICATION CHECKLIST

Please check the list below against the items returned in this packet to ensure that all pertinent information is enclosed.

Project Abstract

Subgrant Application summary Form (DPSP form A)

Statement of the Problem (DPSP A-2a)

Objectives and Projected Impact (DPSP Form A-2b)

Implementation Plan/Project time-line (DPSP Form A-2c)

Sustainability Plan (DPSP Form A-2d)

Budget Summary (DPSP Form 3)

Budget Narrative (DPSP Form 4)

Evaluation Plan (DPSP Form 5)

Non-Supplant Certification

Equal Employment Opportunity Plan Certification (DPSP Form 6)

Original and one copy of the application package

DHS/ICE Response Letter



Copy of SAM Registration (sam.gov)

All of the above award documents should be returned by: June 1, 2020

SUB-GRANT CONTACT PERSON

5/28/2020

Project Abstract

The Clay County Sheriff's Office is requesting funding for an updated 2020 Dodge Durango Pursuit vehicle for our K-9 Unit which includes the handler and his K-9 'Bruno.' In order for the K-9 unit to continue to help reduce violent crimes, gun violence, search / rescue, etc. for Clay County, Mississippi they need an adequately equipped K-9 vehicle. The use of K-9's in law enforcement is becoming more widespread and beneficial to officers, their agencies, and communities. The increasing use of dogs, as a tool for law enforcement, makes it even more necessary to closely examine all issues involved in the endeavor. The vehicle we currently have is beginning to need more repairs than a working K-9 Unit should, at this point in time. The K-9 Unit plays a big role in our Sheriff's Office for many reasons, whether it be to help us with solving cases, search / rescue of a body or missing person. Especially important, we rely on the K-9 Unit for routine traffic stops involving narcotics or any other illegal things a person may be carrying. It is difficult to find full funding for a new vehicle, when funds are continuously used to maintain the older K-9 Unit vehicle.

Clay County is one of the busiest units in the surrounding area as we respond to calls in multiple counties such as Choctaw County to help with tracking a person. Having a K-9 Unit within the department is costly and funds are not always available for the needs of the handler and his K-9. Even planned budget expenses can exceed the allotted amount set aside such as veterinary bills, vehicle repairs, and dog cages for transportation of the K-9. Establishing a K-9 Unit must meet and exceed the highest level of proficiency and professionalism. This takes planning, budgeting, and implementation according to guidelines and goals.

Project Safe Neighborhood's goal is to create safer neighborhoods by reducing gun violence and sustaining the reduction of lawlessness. Providing the K-9 unit with a new safe vehicle will aid in decreasing violent crimes as well as other crimes such as drug busts, search/rescue through the visibility of the K-9 vehicle. We believe once the new vehicle for the K-9 Unit is established it will help reduce some of these violent crimes, including but not limited to, aggravated assaults, homicides, shooting into dwellings, DUI's, and personal interaction with the community.

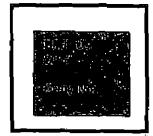
Funding the replacement of the current K-9 vehicle will allow the department to have the required specifications for a K-9 vehicle. This will help prevent the department from having to continuously send the only K-9 vehicle we have to the mechanic for repairs, which happens on a frequent basis. This will also replace outdated equipment which lacks updated standards. It is also extremely pertinent to prevent heat exhaustion or accidental death due to malfunctions in an older vehicle. The K-9 Unit performs proactive criminal patrol in an effort to deter crime all hours of the day or night. The K-9 Unit is also used for major crime response such as shootings and robberies, as well as for locating drugs in which guns are commonly associated. The K-9 Unit is available most of the time including off duty call outs whether it be for Clay County, Mississippi or a surrounding county needing help.



STATE OF MISSISSIPPI

DEPARTMENT OF PUBLIC SAFETY

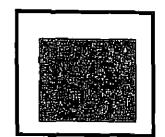
DIVISION OF PUBLIC SAFETY PLANNING





1. Approant (Name, Andress, Lip, Fnone, Email)				, , , , , , , , , , , , , , , , , , , ,				
Clay County Sheriff Sheriff Eddie Scott 348 West Broad Street West Point, MS 39773 W: (662) 494-2896 P: (662) 295-5441 escottclaysheriff@gmail.com	348 West Broad Street, West Point, MS 39773 W: (662) 494-2896 P: (662) 397-1022 W:			348 West Broad W: (662) 494-285	aptain Jeremy Bell 18 West Broad Street West Point, MS 39773 7: (662) 494-2896 P: (662) 295-420 Fremybell23@gmail.com			
4. Project Title	Valable and and	.,—	5. DUNS N	Tumber:0791	17719			
FY 2018 Project Safe I	veignbornood		Tax ID.	Number:64-	6000252]		
6. Type of Application Initial 2 ⁿ Continuation of Grant No.	d Yr. orY	Yr. Funding	S	Project Duration tart Date: July and Date: June 3	1 st 2020	onths		
8. Brief Project Summary (required) We are requesting funding to help our K reduce violent crimes, gun violence, sear to need more repairs than a working K- duty calls. It is difficult to find funds for vehicle.	ch / rescue, etc. for 9 unit should have.	Clay Cou We need	nty, Mississip to have our K	pl. The vehicle -9 Unit out on	e we currently have is be patrol especially durin	eginning g off		
9. Budget Category		Requested			The one of the fallster	_		
a. Personnel				1				
b. Fringe Benefits		•						
c. Equipment								
d. Travel		\$32,025						
e. Operating Expense	·					ر		
f. Contractual Services						and		
g. Miscellaneous					ing the second of the second o	TO S		
Total Project Budget		·						
10. Source of Funds	Federal	%	St/Local Mat	ch %	Total	<u></u> %		
Requested Budget	\$32,025	100		0	\$32,025	100		
				, ,				
11. Number of pages in this application	188	To leave the second	,	_		,		
H 200 H	¥18/ A	A E	*	_A_				
Chief Administrative Officer (Signature a	Car		Project	Directed (Sign	pature and Date)			
Chief Administrative Officer (Type or Pr	int)	est fill	Financi	al Officer (Sig	nature and Date)			







PART I. STATEMENT OF PROBLEM

Clay County has a population of 19,136 citizens according to the Jul7 2019 Census which consists of multiple industrial and commercial factories, adding to the overall county numbers. Not only do these factories contribute to the continual rise in population, but they generate thousands of visitors and out of county workers on a daily basis. A major highway, HWY 45, connects north and south Mississippi. This causes an immense amount of population during peak hours of the day. Due to all of these factors, Clay County Sheriff's Office has begun to see an increase in the frequency of calls for service on every shift which in turn increases each officer's safety risk. This raises like likelihood for equipment use, and their interaction within the public community. As the increase of civilian travelers continues to grow, our county's deputies are placed into more extreme situations and are forced to respond with proper equipment. The Clay County Sheriff's Office is applying for the funding of a new K-9 Unit vehicle, 2020 Dodge Durante Police Pursuit vehicle, including the Patrol Upfit package. An upfit package includes all the lights, sirens, and transport cage which all police vehicles are required to have.

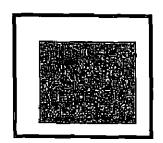
Our K-9 deputy must be professional to help bring order to Clay County. The department aims for consistency through uniform and professional equipment to accomplish this goal. The K-9 deputy and his K-9 need a vehicle that is dependable for them both. This unit of the Clay County Sheriff's office needs a dependable vehicle for blice pursuits, without having to send the K-9 vehicle to a mechanic for repairs on a constant basis. This will eatly help with public and safety issues for our K-9 and his handler while in the field. Clay County is one of the busiest units in the surrounding area as we respond to calls in multiple counties such as Choctaw County to help with tracking a person. Having a K-9 unit within the department is costly and not always affordable at times for what our handler and his K-9 need. There are times you have unexpected expenses which have to be considered for a K-9 unit such as veterinary bills, vehicle repairs, and dog cages for transportation of the K-9.

The use of K-9's in law enforcement is becoming more widespread and beneficial to officers, their agencies, and communities. The increasing use of dogs, as a tool for law enforcement, makes it even more necessary to closely examine all issues involved in the endeavor. Establishing a police dog unit must meet and exceed the highest level of proficiency and professionalism. This takes planning, budgeting, and implementation according to guidelines and goals. Our handler, Kyle Eaves, and his Belgian Malinois, Bruno, have adequate training and receive their recertification yearly. The last two years they have scored 100 percent on the recertification test. Our department has also implemented a K-9 Policy for the Clay County Sheriff's Office. Regarding policy procedures with our K-9 and his handler. Our K-9 unit is special due to the dog's superior smell, hearing, and physical capabilities. The K-9 unit is required to be on call 24/7. The K-9 unit is to assist and support patrol and other divisions within the department.

When a dog's superior sense of smell, hearing, and physical capabilities can efficiently aid in patrol and tactical objectives. Utilization of canines require adherence to procedures that properly control their use of force potential and channel their specialized capabilities into acceptable enforcement activities. One rule for our K-9 handler is to maintain uniforms and patrol vehicle interiors clean and free of excessive hair and odors. The handler should also make frequent rest and exercise stops in an effort to prevent the canine from urinating or defecating inside or around the property when responding to calls for service. No posting pictures of the canine or his/her activities on any personal social media accounts. The handler must also maintain a log and document all training sessions. The handler must also photograph bites prior to and after medical treatment as well.

Project Safe Neighborhood's goal is to create safer neighborhoods by reducing gun violence and sustaining the reduction of lawlessness. Providing the K-9 unit with a new safe vehicle will aid in decreasing violent crimes a well as other crimes such as drug busts, search and rescue through the visibility of the K-9 vehicle. Data collected the FBI shows firearms were used in 68 percent of murders, 41 percent of robbery offenses, and 21 percent aggravated assaults nationwide. We believe once the new vehicle for the K-9 unit will help to reduce some of these violent crimes including but not limited to aggravated assault, homicides, shooting into dwellings, DUI's, and personal interaction with the community.







**ART II. OBJECTIVES AND PROJECTED IMPACT

The K-9 Patrol Vehicle should be designed for the use of a K-9. The compartment utilized by the dog should be constructed to allow for his comfort, ventilation, and the prevention of injury. The dog should be able to lie down and still be able to see out the windows. The rear seat should be removed and replaced with a platform covered in rubber matting secured to the car floor - in a standard four-door car. The matting is designed to provide traction for the dog while easily being cleaned. The doors and areas where the seat has been removed should be covered with stainless steel sheet metal molded to the shape of the doors and secured. Any exhaust system on any patrol vehicle being modified for a K-9 should be checked thoroughly. The rear windows should be tinted to protect the dog from direct sunlight. The rear windows also need to be covered with a wire mesh, so when fresh air is needed there will be a secure barrier between the dog and inquiring hands wanting to pet the dog. The entire vehicle should be constructed so there is no chance of the dog catching himself on open corners, his toes getting caught where the floor meets the walls of the rear compartment or sustaining any injury while moving about in the vehicle.

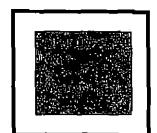
- Detect the presence of illegal substances, dangerous chemicals or explosives
- Pursue and apprehend fugitives
- Track and rescue missing or kidnapped individuals
- · Locate bodies that have been buried or submerged underwater
- Help with transportation of prisoners without having to use more resources
- Detect evidence
- The K-9 lives with his handler at his home with proper caging, housing, and cooling fans for protection

Change: New vehicle for the K-9 Unit

Group: K-9 Officer and his K-9

Level of Change: Funding the replacement of the current K-9 Unit vehicle will allow the department to have the required specifications for a K-9 vehicle. This will replace outdated equipment which lacks updated standards. This is pertinent for the handler and his K-9 to prevent heat exhaustion or accidental deaths due to malfunctions in an older vehicle. Additionally, this will prevent the department from having to continuously send the only K-9 vehicle we have to the mechanic for repairs, which happens on a frequent basis.







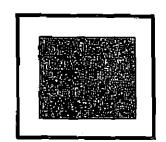
PART III. IMPLEMENTATION

TASKS TO BE PERFORMED	01	02	03	04	05	06	07	08	09	10	11	12	_
Receive 2020 Dodge Durango													_
Make sure everything is in place for the K-9 to be safe and have his proper dog box	 		ذ قری پذاری به ۲۰۰۰ .										
Practice use of K-9 handling and use of new vehicle for the office and his dog	 		·		. سهد کری بی جب								
Evaluation of patrolling the county. Proactive efforts in criminal patrol and respond to calls for service. The K-9 Unit is available most of the time including off duty for call outs. K-9 Officer will also keep records of								<u>. </u>			 		
practicing with his dog as well.	 									ı			

Standard operating procedures are in place for the K-9 Unit to follow and abide by. The handler and his dog are recertified on a yearly basis; which also includes anywhere between 8 to 16 hours a month to maintain readiness.

The K-9 unit performs proactive criminal patrol in an effort to deter crime. The K-9 Unit is also used for major crime response such as shootings and robberies, as well as for locating drugs in which guns are commonly associated. The K-9 Unit is available most of the time including off duty calls outs.







PART IV:

The actual cost for maintaining a K-9 unit, once it is established, can impact an agency not prepared for those expenses. The department will include costs such as veterinary and vehicle maintenance in the budget for naintaining the K-9 unit. This will prevent the unit from being sustained by inadequate materials and using shoddy mechanics. This will also help us keep the budget funding of training aides needed for the handler and his K-9, along with re-certifications on a yearly basis.



STATE OF MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY





BERTHOOR BURNING TO THE

BUDGET CATEGORY	REQUESTED BUDGET	LUNGO PI DE GRÉET
A. PERSONNEL:		
TOTAL PERSONNEL		
B. FRINGE		
2. FICA Match		
3. Retirement Match		
4. Other		
TOTAL FRINGE		
C. EQUIPMENT	\$32,025	
TOTAL EQUIPMENT	\$32,025	
D. TRAVEL		
2. Commercial Carrier		
3. Meals		
4. Lodging	•	
5. Other		
TOTAL TRAVEL		
E. OPERATING EXPENSE		
2. Rental		
3. Printing and Reproduction		
4. Communications (Telephone, Postage)		
5. Other		
TOTAL OPERATIONAL EXPENSES	<u></u>	
F. CONTRACTUAL SERVICES		
2. Contracts w/Organizations		page 3 State at the same
TOTAL CONTRACTUAL SERVICES		
G. MISCELLANEOUS		
2. Training Materials		
3. Other		
TOTAL MISCELLANEOUS		
H. TOTAL PROJECT BUDGET	\$32,025	

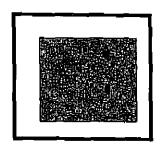
SUMMARY FUNDING DATA

_						
	<u>Federal</u>	%	State/Local	%	TOTAL	%
REQUESTED BUDGET	\$32,025	100		0	\$32,025	100
APPROXEDENCE :						47.35

Budget Prepared By: <u>Caltlyn Wilson, Investigations Assistant</u>



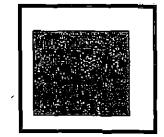
ISION OF PUBLIC SAFETY PLANNIN



PART VI:

Quantity	Item	Unit Cost	Total Cost
1	2020 Dodge Durango PPV		
	(matches state contract 82000048070)	\$26,77	\$26,775
1	Patrol Upfit Package	\$5,250	\$5,250
-	FINAL COST OF 2020 DODGE DURANGO PE	v	\$32,025
	READY TO ROLL		







PART VI:

The Clay County Sheriff's Office will obtain the best price available by utilizing all dealers in the market of law enforcement equipment, as well as auto dealers. Using input from the Sheriff and K-9 deputy, we have prioritized the items to purchase and excluded items from the final request for funding. The request for a new K-9 Unit Dodge Durango Pursuit vehicle will help provide the safety of both citizens, our K-9 deputy, and his K-9 'Bruno' within the course of their daily work. We will inventory the vehicle and complete all budgetary requirements set forth by Project Safe Neighborhood. The Clay County Sheriff's Office is requesting a budget of \$32,025.00 being one hundred percent grant funded. All quotes are based on current market pricing. If any discounts are made available, the Project Safe Neighborhood Office will be notified and made aware of the financial difference.



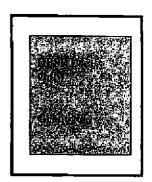


PART VII: EVALUATION PLAN

The evaluation of the vehicle purchased with grant funding will come directly from the K-9 deputy himself. The K-9 leputy will answer questions in regard to the 2020 Dodge Durango Pursuit vehicle such as: (1) does the car malfunction, (2) does 'Bruno' slide around in his kennel, (3) how well is the cooling system working for the K-9 box, and (4) documentation reports. The reports will be completed by the K-9 deputy regarding their training and work in the field with 'Bruno.' Citizens, we believe, will begin the evaluation process immediately after the purchase and distribution of the new K-9 Unit vehicle. It is a big goal of the Sheriff to provide professional service to all citizens and visitors of Clay County. We believe with a new dependable K-9 Unit vehicle, the K-9 deputy will feel more confident and safer in his daily work with 'Bruno.' By replacing the old vehicle with a new model, the K-9 officer will have reliable transportation to answer any call of duty. Morale of the department will greatly improve as result of a newer vehicle being provided to the K-9 deputy and his K-9 'Bruno.' This evaluation will be an ongoing process as all incidents requires documentation.







D	٨	D	т	V	TTT.

TheClay County Sheriff's Office (Applicant) hereby assures that the federal funds will not	be
used to supplant state or local funds and those federal funds will be used to supplement existing fur	nds
for program activities and not to replace those funds that have been appropriated for the same purpo	se.
Signature:	

Title: Sheriff, Clay County Sheriff's Office

Date: 5/28/2520



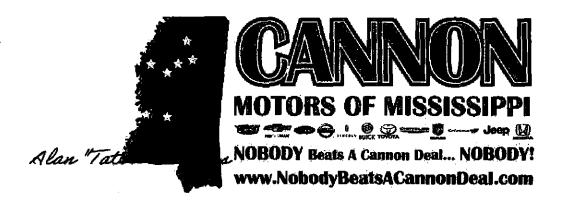
PART IX:

STATE OF MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY DIVISION OF PUBLIC SAFETY PLANNING



PODAL BMPLOKMENT OPPORTEUNITY COMPLIANCE.

A.		(Applicant) hereby certifies that it has formulated an cordance with 28 CFR 42, 301, et seq., Subpart E of the Code
	 Regulations, and that it is on file in t	* * * * *
	Name Amy G. Berry	
	Address P.O. Box 815 Wes	t Point, MS 39773
	Title Chancery Clerk's C	Office
	or audit by officials of the Divis	ion of Public Safety Planning or the Office Programs, U.S. aws or regulations.
B.	arms and conditions of 28 CER 42	(Applicant) hereby certifies that it is in compliance 301, et seq., and is not required to file an Equal Employment
	ty Program.	or, et seq., and is not required to the an exqual employment



May 21, 2020

Clay County Sheriff Office

Attention: Lewis Stafford

Via email: lewisstaff52@hotmail.com

RE: 2020 Dodge Durango PPV pricing

Lewis, below is the quote that you asked me to send you. These vehicles are on the ground in Greenwood and available for immediate pickup. Let me know if you have any questions. Thank you.

2020 Dodge Durango PPV (matches state contract 8200048070)	\$26,775
Patrol Upfit package*	\$ 5,250
Final cost of 2020 Dodge Durango PPV Ready to Roll	\$32,025

Alan "Tater" Sessums

Alan "Tater" Sessums

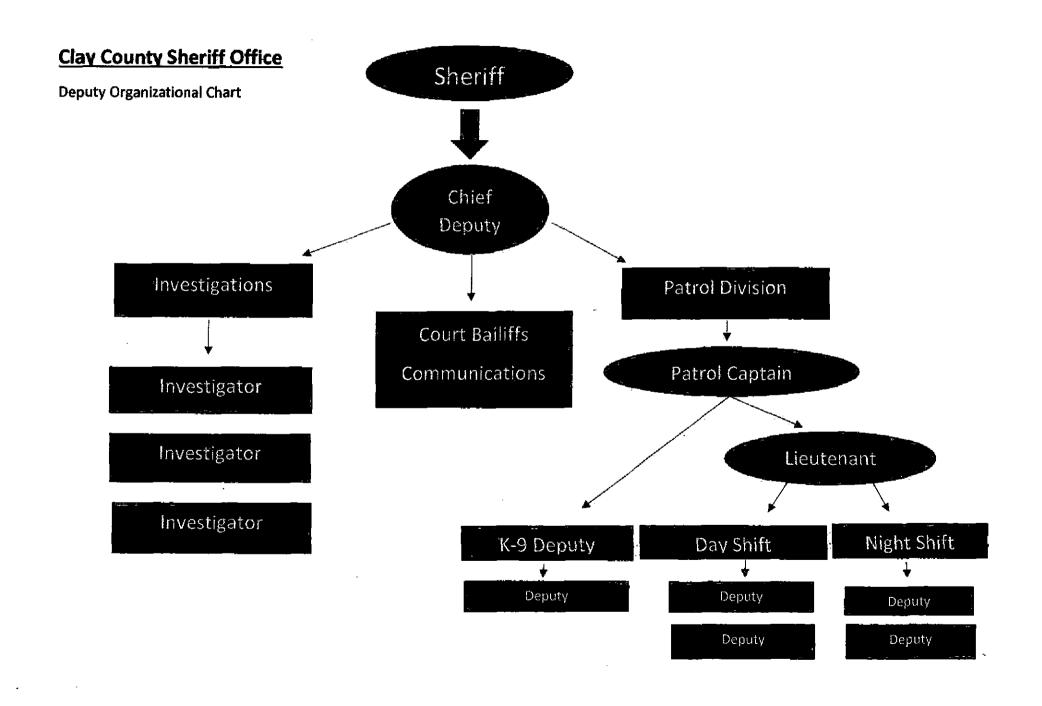
Cannon Motors of MS & AR-Commercial Division

Fleet Sales Manager

70249 Hwy 82 W.

Greenwood, MS 38930

662 453-4211 ext. 3415 Office



Deputy Sheriff, Patrol:

Serves as a Patrol Deputy under the supervision of the Chief Deputy and the Patrol Captain. The Patrol Deputy is a certified peace officer, sworn to serve and protect persons and property in Clay County. The Patrol Deputy possesses all the powers of the Sheriff of Clay County and is to assist the Sheriff in the prompt and proper discharge of the duties and responsibilities of the Office of Sheriff demands.

Distinguishing features of the position:

The following is a list of requirements and skills needed and expected of a Sheriff Deputy. They include but are not limited to the following:

He or she:

Is expected to exercise initiative, tact and discretion in the performance of his or her assigned duties. He or She must exercise their powers equitably, legally and economically on behalf of the citizens they serve. Must understand there is an element of personal danger involved in the performance of their duties.

Will conduct roving and stationary patrols within the borders of Clay County and will respond to citizen requests for service and/or assistance. The Deputy enforces the laws of the United States and the State of Mississippi, as well as the ordinances of Clay County. Deputy will prepare reports of crimes and other incidents of concern of public safety. He or She will conduct preliminary as well as follow-up criminal investigations of any crime reported to him or her or that which he or she may have observed. The deputy will process crime scenes, locate, identify, collect and preserves physical evidence of the crime.

The Sheriff Deputy will be required to interviews victims, witnesses and suspects as well as obtain the necessary written statements from the victim(s), witnesses or suspects.

Will be required to apprehend and arrest criminal suspect as well as the transportation of prisoners to and from Court, from one correctional facility to another or from the actual location of the arrest. He or She will be required to render first aid to any persons in need of medical attention, when such medical attention is not readily available from another source.

Responds to traffic and non-traffic related accidents to render aid and assistance. The deputy also testifies in legal proceedings when required.

May be assigned to; Community Policing duties, DARE, Tactical Team(s), and/or other special details.

Required knowledge, skills, abilities, etc.,: They include but are not limited to the following:

Must have the ability to communicate effectively, both verbally and in writing.

Should possess good judgment and good powers of observation and memory.

Should be able to learn, understand and apply approved principles, practices and methods of law enforcement.

Be of good moral character, both on and off the job.

Must be able to learn and maintain proficiency in the use of firearms.

Must be sworn in as a Deputy Sheriff by the Sheriff/ Chancery Clerk of Clay County.

Must possess a standard high school diploma or its equivalent.

Must attend and complete the BLEOST Police Academy in Mississippi or if already certified in another state and /or had a break in service, must complete a 5 week refresher course.

Must possess a valid driver's license issued by the State of Mississippi.

Must reside in Clay County, MS.

LaFrance Boyd

From:

Amy Berry <aberry@claycounty.ms.gov>

Sent:

Wednesday, June 19, 2019 10:23 AM

To:

'LaFrance Boyd'

Subject:

FW: Registration Activated for Clay, County of / 079117719 / 5YT63 in the U.S.

Government's System for Award Management (SAM)

----Original Message----

From: samadmin@sam.gov [mailto:samadmin@sam.gov]

Sent: Tuesday, June 18, 2019 2:46 PM

To: aberry@claycounty.ms.gov Cc: aberry@claycounty.ms.gov

Subject: Registration Activated for Clay, County of / 079117719 / 5YT63 in the U.S. Government's System for Award

Management (SAM)

This email was sent by an automated administrator. Please do not reply to this message.

Dear Amy Berry,

The registration for Clay, County of / 079117719 / 5YT63 is now active in the U.S. Government's System for Award Management (SAM). If you did not provide a Commercial and Government Entity (CAGE) Code during the registration process, one has been assigned to you by the Defense Logistics Agency (DLA) CAGE Program.

In order to remain eligible to do business with the Federal government, you must renew your entity's registration in SAM every year. The annual renewal date for the registration is 2020-06-17.15:00:23.

You may invite additional users to manage or review your entity registration by following these steps:

- 1. Go to www.sam.gov and log in.
- 2. Select Entity Users from the sub-navigation menu on the My SAM page.
- 3. Select Invite User from the Entity Users menu.
- 4. Select the desired entity from the Level List.
- 5. Provide invitee's email address.
- 6. Assign role(s) to be associated with the user account.
- 7. Select Submit.

All invitees will receive an email message from SAM with instructions on how to complete the process.

Remember, this process is entirely FREE to you. It is FREE to register and maintain your registration in SAM. It is FREE to get help with your registration. Contact our supporting Federal Service Desk at www.fsd.gov, or by telephone at 866-606-8220 (toll free) or 334-206-7828 (internationally), for FREE help.

In addition, if you are located in the U.S. and its outlying areas, you can also get FREE support from your local Procurement Technical Assistance Center (PTAC), an official resource for government contracting assistance. Go to http://www.aptac-us.org/ to find your closest PTAC.

Thank you,

→ CAITLYN WILSON → —

CONTACT

körnendines Loep Starkville, kis Svens

O (660) 387/ 1890

Sittivinarian a Lucignus isom -

PROFILE

Diverse work experience in small and large animal clinics. Outstanding communication and interpersonal skills, organized, dependable, goal driven, creative, and able to perform well under pressure. Strong analytical and technical skills, working in a fast paced environment. Also experienced in working in a retail setting.

SKILLS

Regard Sygurya and

inventory Managements

Shipping & Receiving

Continuous Education

Microsoft Office Software

Avimant Suffware

EDUCATION

MISSIŠŠIĖPILSTATĖ UNIVERSITYLSTARKKIELĖ, MS

Det 2014 Graduation

Bachelof of Selence in Animal & Dairy Sciences (Veterinary Science

Related Courses; Livestack Management Practice

- Learnedihöw to vaccinate horses & cattle.
- Dehorned calves at the MSU bairy unit.
- Administered dewormer to florses & cattle
- Tall-bled heifers at the Beef Unit.
- Rut ear tags on swine.

EXPERIENCE



CLAY COUNTY SHBRIFP'S DEPARTMENT

Investigations Assistant Sept 2019 – Present

- Transcribe audio statements
- Help officers with search warrants
- Answer and screen telephone calls for investigators
- · Assist officers with taking evidence to crime lab
- Track statistical monthly data for Project Safe Neigborhood
- Assist Captain with NIBRS statistical data for the FBI through the PTS

. Steensnands Of Burble 600

STOCKMAN'S SUPPLY, LLG

Warehouse associate / Return Manager 2018 - August 2019

- Keep up with out -of date large animal medicine and cold vaccines that need to be sent back for credit through MWI Animal Health.
- Pull and box orders to be shipped out to our clients in other states.
- Continuously keep count of inventory.
- When the warehouse supervisor is out of the office, I am in charge of making sure the warehouse runs smoothly. I continue my duties along with the supervisory duties



HOBIE'S ON MAIN

Bar Tender / Server 2019 - Part-time

- Greet and serve customers.
- Make drink orders.
- Keep bar tab totals for each customer.
- Work off-site receptions/parties.
- Close-out registers after hours.

CERTIFICATIONS

20114-Frest And Acom

2005: Ketaser Therapy

2035: Antificial insemination for cattle.

2016/1900ssage Septini-Comina Bergaring and Assess

PERSONAL ACTIVITIES

- - - **GOLDENI HE**CE
- Francescolor Colorantes crisis for Junior March
- HANDING HARVES FORM rangoribries fitset an and of Newschill 2016
- Pre-Vet Club's Speak 2012 Sports 2014

Therageutic Horseback Riding - Secret 2002

Mississippi Collegiate Cattlemen's Association +

Academic Quadrathlon-Fall 2013

APVMA Symposiums:

- Spring 2012: North Carolina State University
- Spring 2013: University of Florida



PET WELLNESS CENTER

Veterinary Technician November 2016 - December 2017

- Assist the veterinarian during surgeries and wellness exams
- Greet clients, answer phones, and handle front office duties.
- We worked very closely with multiple animal rescues and also humane societies.
- Bathed and groomed dogs
- Medicated patients that were staying overnight.
- Groomer for a few of our long term clients when our groomer left.



Ki. P. Training Center

Office Manager

May 2016 - November 2016

- Answer phones and make training appointments with clients.
- Teach training classes with clients and their pupples
- We taught a week long puppy training class and also a 6 week obedience training class.
- Monitor supplies and ordering for the business
- We did 6 week long classes for K-9 officers and trained heavily with their dogs and the



Starkville veterinarvíhospítal

Kennel Assistant/ Receptionist/ Veterinary Technician Summer 2014 - May 2016

- Monitor animals twice a day
- Fed animals twice a day per owner request if they were boarding
- Medicated and bathed animals who were boarding
- Assisted the veterinarians during surgery and during wellness exams
- Greet clients, answer phones, schedule appointments, and handle front office duties
- Made sure all charts were pulled and ready for the next day.

MISSISSIPPI STATE UNIVERSITY COLLEGE OF VETERINARY MEDICINE - EQUINE DEPARTMENT



HESSELFFI STEE BRIVELSTT. COLLEGE OF VETERAVALY MEDICINE

Student Worker

February 2014 - December 2014

- Restrain horses for the veterinarians.
- Clean up after horses.
- Clean the facilities.
- Restock supplies in all exam rooms.
- Run horses for lameness exams.

House and pet sitting



MCMILIAN & CUNNINGHAM ANIMAL CLINIC & EQUINE PRACTICE

Kennel Assistant / Veterinary Technician Summer 2012 & Summer 2013

- Monitored animals frequently throughout the day.
- Fed animals twice a day who were boarding.
- Medicated animals based on individual needs.
- Bathed and groomed animals left for boarding at the facility.
- Assisted the veterinarians during surgeries and wellness exams.



VICTORIA'S SEGRET.

Cashier / Beauty Consultant 2011- 2012 Summer & Christmas breaks from school

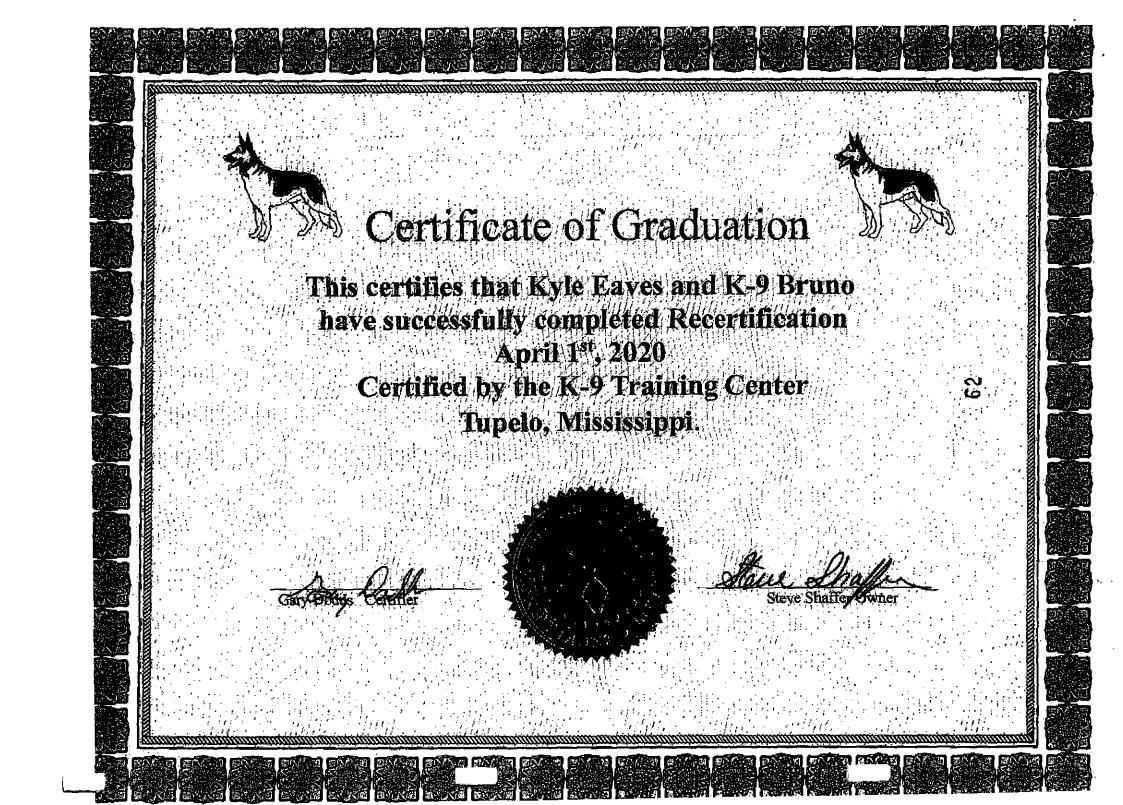
- Floor Sets
- Worked mostly in the beauty room.
- Cashier.



DIEWORTH SMALL ANIMAL HOSPITAL

Kennel Assistant / Veterinary Technician February 2008- August 2010

- Assist the veterinarian during surgeries and wellness exams.
- Bathed and groomed dogs left for boarding at the facility.
- Medicated animals based on individual needs.
- Fed animals based on individual needs per owner request.
- Monitored animals frequently throughout the day.



	Number: CCSO 7.16	Pages: 7
CLAY COUNTY SHERIFF'S OFFICE	CALEA Standard Number:	
MEMORANDUM		
Chapter: Special Operations	Subject: K-9 and Handler Policy	,

POLICY:

The Clay County Sheriff's Office will use trained controlled canines in support of law enforcement operations where the dog's superior sense of smell, hearing, and physical capabilities, can efficiently aid in patrol, and tactical objectives.

GENERAL GUIDELINES:

The purpose of the canine unit is to assist and support patrol and other divisions within the department when the dog's superior sense of smell, hearing, and physical capabilities can effectively accomplish aid in patrol, and tactical objectives.

Utilization of canines require adherence to procedures that properly control their use-of-force potential and that channel their specialized capabilities into acceptable enforcement activities. The canine unit is composed of a deputy-handler and a trained canine.

PROCEDURES and FUNCTIONS:

- 1. Apprehension and or detection of fugitives or lost persons
- 2. Conducting building or area searches
- 3. Narcotics searches
- 4. Evidence recovery
- 5. Crowd control
- 6. Public service and education (Public relations, Drug awareness, etc.)

ADMEISTRATION and MANAGEMENT:

The deputy- handler is responsible for maintaining and assuring the accuracy and completeness of procurement, health, operational, incident reports, and training records relating to the canine team. Records will be reviewed at least semi-annually by the Sheriff or his designee. As a part of this review, the need for additional training for both deputy-handler and canine will be considered and scheduled as needed.

Pg. 1

- 10. Do not utilize agitation or aggressive response training except as a part of an authorized training session;
- 11. Make frequent rest and exercise stops in a in an effort to prevent the canine from urinating or defecating inside or around the property when responding to calls for service;
- 12. No smoking or vaping inside of the canine's patrol unit, whether the canine is present or not;
- 13. No posting pictures of the canine or his/her activities on any personal social media accounts;
- 14. Maintain a log and document all training sessions;
- 15. Photograph bits prior to and after medical treatment;

RULES for DEPARTMENT PERSONNEL:

Other Clay County Sheriff's Office personnel will:

- 1. Pet or show affection to a canine only in the presence and with the permission of its handler;
- 2. Not hug a work canine or lean closely to the canine's head when petting.
- 3. Never tease or act aggressive toward a canine;
- 4. Comply with the directions of the deputy-handler when the canine team is working a specific problem and it is necessary for the handler to direct deputies in a canine related tactical situation;
- 5. Never give commands to a canine except in emergency circumstances, or with prior approval of an assigned handler.

OPERATIONAL PROCEDURES:

Depending on the circumstances, any act where a canine team is deployed may be considered use of force. Under no circumstances will a canine handler command the dog to use more force than is necessary to enforce the law to protect himself, anyone else, or the dog from loss of life or the threat of serious injury. Refer to the department Use of Force Policy.

CERTIFICATION and TRAINING:

Certain requirements must be met in order to insure that the team meets a high level of service readiness before a canine team is placed on operational status. The certification process will be conducted by a law enforcement canine certified trainer. The deputy-handler shall complete the required certification course successfully. The deputy-handler shall complete the recertification courses required by the certification board.

- 1. The canine team will train a minimum of 8 hours month per month.
- 2. The deputy-handler will keep a log and record of the training activity that will be reviewed by the Sheriff or his designee.
- 3. The canine team may train with other agencies at the discretion of the Sheriff.
- 4. Each canine will be trained to engage any part of a suspects body in which he/she comes in contact with during the apprehension of suspect.

Pg. 3

PRISONER TRANSPORT:

1. No prisoners will be transported in the canine unit, unless deemed necessary and authorized by the Sheriff or Chief Deputy under extreme circumstances.

NARCOTICS DETECTION:

- 1. Narcotic detector canines should be certified a minimum of once every two years to maintain a record of proficiency;
- 2. Narcotic detector canines will be trained to be either passive or aggressive detection response;
- 3. All persons will be removed from the area to be searched so as not to interfere with the search sequence.
- 4. The canine will not be used to search people.
- 5. Searches of schools are allowed at the request of the principal, Superintendant of Education or designee charged with the day to day operation of the respective facility. These searches will be coordinated by the Sheriff or his designee.

DOG BITES:

In the event a person should be bitten by the canine, the deputy-handler will complete a detailed incident report. In addition to other data normally contained in a **use of force** report, this document will include:

- 1. Listing of all deputies/officers at the scene who observed the action;
- 2. Listing of all non-officers that observed the incident;
- 3. Number of prior incidents during the last [12] months where this canine <u>did not</u> bite someone during a tactical deployment;
- 4. Number of prior incidents during the last [12] months where this canine <u>did</u> bite someone during a tactical deployment;
- 5. Commands given to the canine and the canine's response to those commands;
- 6. Any other bite incidents during the last [12] months.

A copy of this report will be submitted to the Patrol Captain for approval, which will then be forwarded to the Sheriff.

- 9. In the event a canine is not longer able to perform its duties due to retirement, injuries, etc. the deputy-handler will have the option of retaining such canine. The handler will absolve the Clay County Sheriff's Office and the Clay County of all liability upon obtaining ownership.
- 10. If the handler does not wish to exercise the above option, the canine will be disposed of in a manner most beneficial to the canine and in the best interest of the general public.
- 11. In the event the canine handler is no longer able to perform their duty, injuries, transfers, retirement, etc, the canine will be evaluated to determine the future utilization or re-assignment of said canine.

H. Elloged	
Approval Authority Title and Signature	Issue Date

Pg. 7

FY 2019 PSN APPLICATION CHECKLIST

Please check the list below against the items returned in this packet to ensure that all pertinent information is enclosed.

Project Abstract

Subgrant Application summary Form (DPSP form A)

Statement of the Problem (DPSP A-2a)

Objectives and Projected Impact (DPSP Form A-2b)

Implementation Plan/Project time-line (DPSP Form A-2c)

Sustainability Plan (DPSP Form A-2d)

Budget Summary (DPSP Form 3)

Budget Narrative (DPSP Form 4)

Evaluation Plan (DPSP Form 5)

Non-Supplant Certification

Equal Employment Opportunity Plan Certification (DPSP Form 6)

Original and one copy of the application package

DHS/ICE Response Letter



Copy of SAM Registration (sam.gov)

All of the above award documents should be returned by: June 1, 2020

SUB-GRANT CONTACT PERSON

5/28/2020_

PROJECT ABSTRACT

Clay County Sheriff's Office is applying for funding to help our deputies with a more uniform and professional appearance. We are requesting funds in the amount of \$56,500.00 for the 4RE / VISTA body camera and in car system duo. The in-car camera will be the Panoramic X2 HD camera, which dramatically expands the 4RE's wide coverage in front on the patrol car by combining two cameras in one compact and rugged housing system.

This project will help to fund the Clay County Sheriff's Office and also help the citizen of Clay County which has a population of 19,136 citizens according to the July 7, 2019 census. We have heavy traffic during the day for industrial and commercial factories, but Clay County also generates thousands of visitors and out of county workers on a daily basis. A major highway, HWY 45, connects north and south Mississippi. So during certain hours of the day there is a peak in population during peak hours of the day. We want our deputies to have adequate equipment and also be uniform during their daily duties on patrol.

These in-car cameras and body cameras will help decrease violent crimes, gun crimes, and DUI's, while also documenting more than one side of the story for court-based cases. For instance, this will aid investigators in viewing a complaint lodged against a deputy, without having to substantiate hearsay. The camera footage of the deputy may be reviewed to see what took place, instead of from a "he said – she said" standpoint. Not only does the department benefit from the updated body cameras with hands-free recording, coupled with the in-car camera, but the community does as well. These cameras have a continuous record in the "background" no matter the situation.

Body worn cameras and in-car camera systems have been viewed as one way to address these challenges and improve law enforcement practices more generally. The technology will be mounted on the officer's chest area, offering real- time information when used by officers on patrol or transporting an inmate. Another added benefit of body-worn cameras is the ability to provide law enforcement with a surveillance tool to promote officer safety, efficiency, and aid in the prevention of crime. The in-car camera's ability to record in real-time will also help show another perspective of officer contact with members of the community and other assignments.

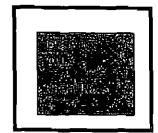
Our evaluation of this program, if funded, will come directly from the ten deputies who have been issued the equipment. We believe with an updated uniformed and professional body camera including an in-car camera system our deputies will feel more confident and safer in their daily work. Using updated equipment creates an opportunity to help reduce violent crimes, make citizens feel safe in interactions with our deputies, and help aid in court related documentation. Morale in the department will greatly improve as a result of equipment being provided to deputies rather than dealing with out of date or malfunctioning equipment.



STATE OF MISSISSIPPI

DEPARTMENT OF PUBLIC SAFETY

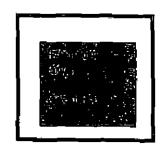
DIVISION OF PUBLIC SAFETY PLANNING





1. Applicant (Name, Address, Zip, Phone, Email)	2. Project Director (Name, Address, Zip, Phone) 3		3. Financial O	3. Financial Officer (Name, Title, Address, Zip, Phone)				
Clay County Sheriff Sheriff Eddle Scott 348 West Broad Street West Point, MS 39773 W: (662) 494-2896 P: (662) 295-5441 escottclaysheriff@gmail.com	Caitlyn Wilson, Investigations Assistant 348 West Broad Street, West Point, MS 39773 W: (662) 494-2896 P: (662) 397-1022 W			348 West Bro W: (662) 494	Captain Jeremy Bell 348 West Broad Street West Point, MS 39773 W: (662) 494-2896 P: (662) 295-420 Jeremybell23@gmail.com			
4. Project Title	5. DUNS Number:079117719							
FY 2019 Project Safe I	afe Neighborhood							
			g 7. Desired	red Project Duration 12 Months Start Date: July 1st 2020 End Date: June 30th 2021				
8. Brief Project Summary (required) Funds provided will aid in providing the Clay County Sheriff's Office with uniforms and professional car camera systems duo through the Watchguard company.								
9. Budget Category	Requested			3.1	Salakanawa Uzinista.			
a. Personnel								
b. Fringe Benefits	-							
c. Equipment	\$56,500,00				Control of the state of the sta			
d. Travel								
e. Operating Expense					FACTOR AND A			
f. Contractual Services				100		,		
g. Miscellaneous								
Total Project Budget			_					
10. Source of Funds	Federal	%	St/Local Mat	tch %	Total	%		
Requested Budget	\$56,500.00	100		0	\$56,500.00	100		
					*			
11. Number of pages in this application	ALERO NO.				10			
Juli Lum	13		4	All a	ScxX-			
Chief Administrative Officer (Signature		1	Projec	Director (S	ignature and Date)			
Chief Administrative Officer (Type or Print) County Financial Officer (Signature and Date)								
		_						







PART I. STATEMENT OF PROBLEM

Clay County has a population of 19,136 citizens according to the Jul7 2019 Census which consists of multiple industrial and commercial factories, adding to the overall county numbers. Not only do these factories contribute to the continual rise in population, but they generate thousands of visitors and out of county workers on a daily basis. A major highway, HWY 45, connects north and south Mississippi. This causes an immense amount of population during peak hours of the day. Due to all of these factors, Clay County Sheriff's Office has begun to see an increase in the frequency of calls for service on every shift which also increases each officer's safety risk. This raises like likelihood for equipment use, and their interaction within the public community. As the increase of civilian travelers continues to grow, our county's deputies are placed into more extreme situations and forced to respond with proper equipment. The Clay County Sheriff's Office is applying for funding for the Watch Guard 4RE / Vista body camera and in car camera system duo.

Our deputies must be professional to help bring order to Clay County. The department aims for consistency through uniform and professional equipment to accomplish this goal. All of our deputies currently have a working body camera; but it is reliant on the deputies to hit the button and turn on the camera. There have been occurrences in which the officer has neglected to turn on the body camera due to the need for quick reactions or emergency situations. Recordings are needed to capture the truth of incidents and what happened during their personal interactions with the community one-on-one. Having automatic body cameras is crucial to our department. This wienable us to make sure body cameras are on at all times without having to push a button. Additionally, these cameras provide a second view from the in-car camera by facing forward out the front window. This will greatly help with public and safety issues for our deputies while in the field.

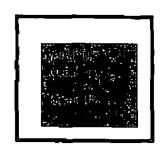
This all in one system supports the 4RE body camera and in-car camera system. The cost for the system is not cheap, \$56,500.00. Sole funding by the department to equip cars exceeds the current budget. The department has selected this system because of its Panoramic X2 HD camera, which dramatically expands the 4RE's wide coverage in front of the patrol car by combining two cameras in one compact, rugged housing. Project Safe Neighborhoods goal is to create safer neighborhoods by reducing the gun violence and sustaining reduction. Data collected by the FBI shows firearms were used in 68 percent of murders, 41 percent of robbery offenses, and 21 percent aggravated assaults nationwide. We believe once the body camera and in car camera system are installed in all ten cars, it will help to reduce some of these violent crimes including but not limited to aggravated assault, homicides, shooting into dwellings, DUI's, and personal interaction with the community.

In 2018 to 2019 alone, the Clay County Sheriff' Office has seen an increase in Aggravated Assault, Shooting into Dwelling, Armed Robbery, and also DUI's. Below is a Table showing the increase from 2018-2019.

TITLE	TITLE 2018	
Armed Robbery:	0	3
Aggravated Assault:	7	15
Shooting into Dwelling:	0	1
DUI's:	26	33

/e believe implementing the body camera and in-car camera system will help us document more than one side of the story for court-based cases. Likewise, citizens will begin to reciprocate immediately by seeing these updated body cameras which have hands-free recording, couple with the in-car camera. Citizens are more likely to reciprocate by being more compliant and feel safe with having body cameras and in care cameras as a means to show the truth of the situation. This should also help with decreasing officer complaints as well by citizens. By having a hands-free body camera our officers are less likely to be put in a situation where they will not have time to push the body camera button and activate it to start recording when needed. It will continuously record in the "background" no matter the situation.







PART II. OBJECTIVES AND PROJECTED IMPACT

It is the objective of the Clay County Sheriff's Office to provide standard equipment enabling the department to train everyone in the same manner, as well as equipping the department with proper duty gear. This will assist the department in maintaining uniformity and consistency of equipment issued to our deputies, allowing us to safely answer calls to duty.

- Consistency in uniform and required equipment among gear and cars
- 4RE records both high definition and a lower resolution simultaneously
- Important incidents (court based) are automatically saved in high definition, while other routine events (usually 95% of recordings) are automatically saved at the lower resolution
- 4RE Panoramic X2 includes 2 HD cameras
- Provides detailed image of license plates which are legible up to 38 feet.
- · Built in turret to be aimed as needed
- Ultra wide dynamic range camera technology

Change: Ten deputy cars will be equipped with new 4RE/ VISTA Panoramic X2 camera system.

Group: Patrol, Special Response Team, and Transport Officer

Level of Change:

The morale of the department, as well as the community we serve, will immediately improve, due to officers being equipped with reliable and uniform equipment both on their persons and in the cars. The patrol division will immediately be affected, as well as the transport officer and the Clay County SRT/SWAT Team, by this positive change. By looking at the projected impact, our department will benefit greatly in the ability to issue deputies with updated hands-free body cameras and in-car camera systems. As the budget is always a concern, receiving the grant will greatly impact the department positively and immediately, by supplying us the ability to outfit the deputies with hands-free recording. The purchase of these ten body cameras & in-car cameras will not only be beneficial to Clay County Sheriff's Office but to the community as well in answering calls of duty.





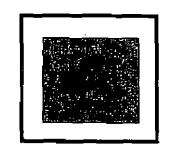


PART III. IMPLEMENTATION

Task to be Performed	Months in Project Period					
	01 02 03 04 05 06 07 08 09 10 11 12					
Receiving cameras and doing inventory by the Captain Installation of cameras into ten cards Training period for all deputies with new camera system Record evaluations done by deputies for their camera systems Analysis of data from the in-car camera and body camera systems						

Body-worn cameras and in-car camera systems have been viewed as one way to address these challenges and improve law enforcement practices more generally. The technology which will be mounted on an officer's chest area, offers real-time information when used by officers on patrol or other assignments which brings them into contact with members of the community. Another benefit of body-worn cameras is the ability to provide law enforcement with a surveillance tool to promote officer safety and efficiency and prevent crime. The in car camera's ability to record in real-time will also help show another perspective of officer contact with members of the mmunity and other assignments.





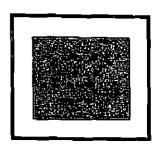


ART IV:

Clay County intends to continue the work of properly equipped deputies as funds are available. In years past, eputies have been required to provide certain articles of equipment consistent with law enforcement duties. We fee onfident in our ability to equip new / old members, replace destroyed or lost items, or upgrade (our body cameras) in the future if needed on a deputy basis. We are finding it difficult to complete the full process of equipping veryone, at once, due to the budgetary constraints. However, upon funding we will continue to purchase other items eeded with existing funds.







BUDGET CATEGORY	REQUESTED BUDGET	ACONGRAMMANDS PE
A. PERSONNEL:		
TOTAL PERSONNEL		
B. FRINGE		
2, FICA Match		
3. Retirement Match		
4. Other		
TOTAL FRINGE		
C. EQUIPMENT	\$56,500	
TOTAL EQUIPMENT	\$56,500	
D. TRAVEL		
2. Commercial Carrier		
3. Meals		
4. Lodging		real of
5. Other		A CONTRACTOR
TOTAL TRAVEL	_	
E. OPERATING EXPENSE		
2. Rental		
3. Printing and Reproduction		
4. Communications (Telephone, Postage)		
5. Other		
TOTAL OPERATIONAL EXPENS	ES	
CONTRACTUAL SERVICES		
2. Contracts w/Organizations		
TOTAL CONTRACTUAL SERVIC	CES	
G. MISCELLANEOUS		
2. Training Materials		
3. Other		
TOTAL MISCELLANEOUS		
H. TOTAL PROJECT BUDGET	\$56,500	

SUMMARY FUNDING DATA

	Federal	%	State/Local	%	TOTAL	% _
REQUESTED BUDGET	\$56,500	100		0	\$56,500	100
APPROXIDENT OF THE		30 file				76 (1) e

Budget Prepared By: Caitlyn Wilson, Investigations Asst. & Captain Jeremy Bell



STATE OF MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY

DIVISION OF PUBLIC SAFETY PLANNING

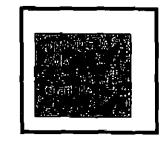


PART VI:

Quantity	Item	Unit Cost	Total Cost	Discount
	4RE & Vista Proposal VISTA HD cameras & options			
10	Vista HD Wifi & 4RE System Bundle. Includes	\$5,550.00	\$53,000.00	\$250.00
	4RE Standard DVR Camera System with integrated			
	200 GB automotive grade hard drive, ZSL Camera, 16GF	3		
	USB removable thumb drive, rear facing cabin camera, G	SPS,		
	Hardware, cabling & your choice of mounting bracket. It			
	Will also include the VISTA HD Wifi extended Capacity	•		
	Wearable camera with 9 hrs. continuous HD recording, o	ne		
	Camera mount, 32GB of storage, wifi docking base, pow	er over		
	Ethernet Smart Switch			
10	Vista charging base R2 kit, incl. power and USB cable	\$95.00	\$950.00	\$0.00
i	Vista transfer Station assy, 8 cameras, Ethernet	\$1,495.00	\$1,420.00	\$75.00
	DEV 144, Enhanced ESD Protection		•	
	VISTA HD Warranties			
10	Warranty, Vista 1st year (months 1-12) Included	\$0.00	\$0.00	\$0.000
	4RE In-Car System and Options			
l 0	Additional front camera, 4RE, HD Panoramic	\$200.00	\$2,000.00	\$0.00
	4RE HARDWARE WARRANTIES			
lO	Warranty, 4RE, In-car, 1st year (months 12)	\$0.00	\$0.00	\$0.00

Quantity	Item	Unit Cost	Total Cost	Discount
Watchguar	d Video Technical Services			
1	Shipping/ Handling and Processing Charges	\$550.00	\$550.00	\$0.00
	CONFIGURATION DISCOUNTS:			\$2,500.00
•	TOTAL:		\$56,500.00	

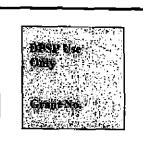




ART VI:

The Clay County Sheriff's Office will obtain the best price available by utilizing all dealers in the market of law inforcement equipment sales. Using input from the Sheriff and deputies, we have prioritized the items to purchase and excluded items from the final request for funding. The request for 4RE/ VISTA body camera and in—car cameras will help provide the safety for both citizens and deputies within the course of their daily work. We will inventory all tems and complete all budget requirements set forth by the Project Safe Neighborhood office. The Clay County Sheriff's Office is requesting funding for the purchase of on duty body cameras and in-car camera systems as an tem needed for daily use while on duty. We are requesting a budget of \$56,500.00 being Grant Funded. All quotes re based on current market pricing. We have made all discounts available as well in our budget narrative above and lso provided the quote given to us by Watchguard.



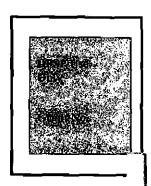


PART VII: EVALUATION PLAN

he evaluation of items purchased with grant funding will come directly from the deputies who have been issued quipment. The deputies will answer questions in regard to the 4RE/VISTA in-car and body camera duo system such as: (1) the detailed imaging of the cameras, (2) ultra wide dynamic range camera technology, (3) hands free technology, (3) impact for the officer's body camera, and (4) hifi wireless microphone. Additional questions will be obtained from deputies on the usefulness and availability of the equipment issued. Citizens, we believe, will begin the evaluation process immediately after the purchase and distribution of the in-car and body camera duo system. It is a big goal of the Sheriff to provide professional service to all citizens and visitors of Clay County. We believe with an updated uniformed and professional body camera including an in-car camera system as well our deputies will feel more confident and safer in their daily work. As mentioned earlier, using updated equipment creates an opportunity to help reduce violent crimes, make citizens feel safe along with our deputies, and help aid in court related documentation. This will allow for standardization in training on using the in-car camera and body cameras correctly to prevent malfunctions or user errors. Morale in the department will greatly improve as a result of equipment being provided to deputies rather than dealing with out of date equipment or malfunctioning equipment.







PART VIII:

The	Clay County Sheriff's Office	_ (Applicant) hereby assures that the federal funds
vill not b	e used to supplant state or local funds	and those federal funds will be used to supplement
xisting fi	unds for program activities and not to	replace those funds that have been appropriated for
he same p	purpose.	
lignature:	4800 Del	

(Chief Executive Officer)

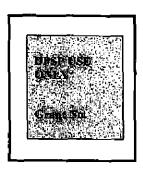
Title: Sheriff, Clay County Sheriff's Office

Date: 5 28 2020



PART IX:

STATE OF MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY DIVISION OF PUBLIC SAFETY PLANNING



FOR ALTIMETON MENT OPPORTENTED COMPLIANCE

۱.	The	County of Clay	(Applicant) hereby certifies that it has
ormu	lated an Equa		n accordance with 28 CFR 42, 301, et seq., Subpart E of the
Code	of Federal Re	egulations, and that it is on file in the	office of:
		Name Amy G. Berry	
		Address P.O. Box 815 West Poi	nt, MS 39773
		Title <u>Chancery Clerk's Office</u>	
	for review of	or audit by officials of the Division	of Public Safety Planning or the Office Programs, U.S.
	Department	of Justice as required by relevant law	s or regulations.
			
ا ت	The		(Applicant) hereby certifies that it is in compliance
	with the terr	ns and conditions of 28 CFR 42, 30	1, et seq., and is not required to file an Equal Employment
	Opportunity	Program.	



4RE/VISTA Price Quote

CUSTOMER: Clay County Sheriff's Department

ISSUED: 5/20/2020 3:44 PM

EXPIRATION: 6/20/2020 5:00 AM

SALES CONTACT: Douglas Armstrong

DIRECT: (469) 342-8968 E-MAIL:

doug.armstrong@motorolasolutions.com

ATTENTION: Caitlyn Wilson

PHONE: (662) 494-2896

E-MAIL:

4RE and VISTA Proposal **VISTA HD Cameras and Options**

Part Number	Detail	Qty	Direct	Discount	Total Price
VIS-EXT-WIF-BUN	VISTA HD WiFI and 4RE System Bundle. Includes 4RE Standard DVR Camera System with integrated 200GB automotive grade hard drive, ZSL camera, 16GB USB removable thumb drive, rear facing cabin camera, GPS, hardware, cabling and your choice of mounting bracket. It will also include the VISTA HD Wi- FI Extended Capacity Wearable Camera with 9 hours continuous HD recording, one camera mount, 32 GB of storage, Wi-Fi docking base, Power over Ethernet Smart Switch	10.00	\$5,550.00	\$250.00	\$53,000.00
VIS-CHG-B\$2-KIT	VISTA Charging Base R2 Kit, Incl. Power and USB Cables	10.00	\$95.00	\$0.00	\$950.00
VISTA HD War	ranties				
Part Number	Detail	Qty	Direct	Discount	Total Price
WAR-VIS-CAM-15T	Warranty, VISTA 1st Year (Months 1-12) Included	10.00	\$0.00	\$0.00	\$0.00
4RE In-Car Sy	stem and Options				
Part Number	Detail	Qty	Direct	Discount	Total Price
CAM-4RE-PAN-NHD	Additional Front Camera, 4RE, HD Panoramic	10.00	\$200.00	\$0.00	\$2,000.00
4RE Hardward	e Warranties				
Part Number	Detail	Qty	Direct	Discount	Total Price
WAR-4RE-CAR-1ST	Warranty, 4RE, In-Car, 1st Year (Months 1-12)	10.00	\$0.00	\$0.00	\$0.00
WatchGuard \	Video Technical Services		,		
Part Number	Detail	Qty	Direct	Discount	Total Price
Freight	Shipping/Handling and Processing Charges	1.00	\$550.00	\$0.00	\$550.00 \$56,500.0

415 E. Exchange Parkway • Allen, TX • 75002 Toll Free (800) 605-6734 • Main (972) 423-9777 • Fax (972) 423-9778 www.WatchGuardVideo.com

Page 1 of 2



4RE/VISTA Price Quote

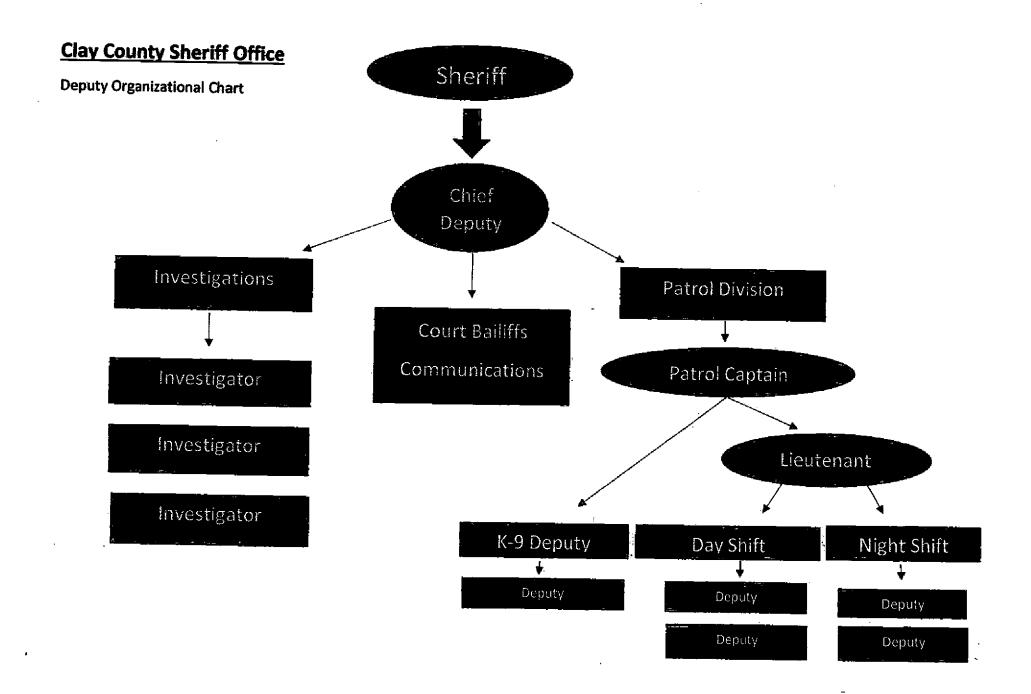
Total Estimated Tax, may vary from State to State \$0.00

Configuration Discounts \$2,500.00

Additional Quote Discount \$0.00

NOTE: This is only an estimate for 4RE & VISTA related hardware, software and WG Technical Services. Actual costs related to a turn-key operation requires more detailed discussion and analysis, which will define actual back-office costs and any costs associated with configuration, support and installation. Please contact your sales representative for more details.

To accept this quotation.	sign, date and return with Purchase Order: _	DATE:



Deputy Sheriff, Patrol:

Serves as a Patrol Deputy under the supervision of the Chief Deputy and the Patrol Captain. The Patrol Deputy is a certified peace officer, sworn to serve and protect persons and property in Clay County. The Patrol Deputy possesses all the powers of the Sheriff of Clay County and is to assist the Sheriff in the prompt and proper discharge of the duties and responsibilities of the Office of Sheriff demands.

Distinguishing features of the position:

The following is a list of requirements and skills needed and expected of a Sheriff Deputy. They include but are not limited to the following:

He or she:

Is expected to exercise initiative, tact and discretion in the performance of his or her assigned duties. He or She must exercise their powers equitably, legally and economically on behalf of the citizens they serve. Must understand there is an element of personal danger involved in the performance of their duties.

Will conduct roving and stationary patrols within the borders of Clay County and will respond to citizen requests for service and/or assistance. The Deputy enforces the laws of the United States and the State of Mississippi, as well as the ordinances of Clay County. Deputy will prepare reports of crimes and other incidents of concern of public safety. He or She will conduct preliminary as well as follow-up criminal investigations of any crime reported to him or her or that which he or she may have observed. The deputy will process crime scenes, locate, identify, collect and preserves physical evidence of the crime.

The Sheriff Deputy will be required to interviews victims, witnesses and suspects as well as obtain the necessary written statements from the victim(s), witnesses or suspects.

Will be required to apprehend and arrest criminal suspect as well as the transportation of prisoners to and from Court, from one correctional facility to another or from the actual location of the arrest. He or She will be required to render first aid to any persons in need of medical attention, when such medical attention is not readily available from another source.

Responds to traffic and non-traffic related accidents to render aid and assistance. The deputy also testifies in legal proceedings when required.

May be assigned to; Community Policing duties, DARE, Tactical Team(s), and/or other special details.

Required knowledge, skills, abilities, etc.,: They include but are not limited to the following:

Must have the ability to communicate effectively, both verbally and in writing.

Should possess good judgment and good powers of observation and memory.

Should be able to learn, understand and apply approved principles, practices and methods of law enforcement.

Be of good moral character, both on and off the job.

Must be able to learn and maintain proficiency in the use of firearms.

Must be sworn in as a Deputy Sheriff by the Sheriff/ Chancery Clerk of Clay County.

Must possess a standard high school diploma or its equivalent.

Must attend and complete the BLEOST Police Academy in Mississippi or if already certified in another state and /or had a break in service, must complete a 5 week refresher course.

Must possess a valid driver's license issued by the State of Mississippi.

Must reside in Clay County, MS.

LaFrance Boyd

From: Sent: Amy Berry <aberry@claycounty.ms.gov> Wednesday, June 19, 2019 10:23 AM

To:

'LaFrance Boyd'

Subject:

FW: Registration Activated for Clay, County of / 079117719 / 5YT63 in the U.S.

Government's System for Award Management (SAM)

----Original Message----

From: samadmin@sam.gov [mailto:samadmin@sam.gov]

Sent: Tuesday, June 18, 2019 2:46 PM

To: <u>aberry@claycounty.ms.gov</u> Cc: <u>aberry@claycounty.ms.gov</u>

Subject: Registration Activated for Clay, County of / 079117719 / 5YT63 in the U.S. Government's System for Award

Management (SAM)

This email was sent by an automated administrator. Please do not reply to this message.

Dear Amy Berry,

The registration for Clay, County of / 079117719 / 5YT63 is now active in the U.S. Government's System for Award Management (SAM). If you did not provide a Commercial and Government Entity (CAGE) Code during the registration process, one has been assigned to you by the Defense Logistics Agency (DLA) CAGE Program.

In order to remain eligible to do business with the Federal government, you must renew your entity's registration in SAM every year. The annual renewal date for the registration is 2020-06-17 15:00:23.

You may invite additional users to manage or review your entity registration by following these steps:

- 1. Go to www.sam.gov and log in.
- 2. Select Entity Users from the sub-navigation menu on the My SAM page.
- 3. Select Invite User from the Entity Users menu.
- 4. Select the desired entity from the Level List.
- 5. Provide invitee's email address.
- 6. Assign role(s) to be associated with the user account.
- 7. Select Submit.

All invitees will receive an email message from SAM with instructions on how to complete the process.

Remember, this process is entirely FREE to you. It is FREE to register and maintain your registration in SAM. It is FREE to get help with your registration. Contact our supporting Federal Service Desk at www.fsd.gov, or by telephone at 866-606-8220 (toll free) or 334-206-7828 (internationally), for FREE help.

In addition, if you are located in the U.S. and its outlying areas, you can also get FREE support from your local Procurement Technical Assistance Center (PTAC), an official resource for government contracting assistance. Go to http://www.aptac-us.org/ to find your closest PTAC.

Thank you,

	Number: OCSO 4.33	Page: 1
	CALEA Standard Number:	
CLAY COUNTY SHERIFF'S	41.1.1 61.4.2	
OFFICE	41.1.2 70.1.8	
	41.2.4 81.2.13	
MEMORANDUM	41.3.3	
	61.3.1	
Chapter: General Patrol	Subject: Recording Police Activity	

Purpose:

The purpose of this policy is to provide officers of Clay County Sheriff's Office with guidance for dealing with situations in which they are being recorded, to include videotaping, audiotaping, or both, by members of the public or the media.

POLICY:

Members of the public, including media representatives, have an unambiguous First Amendment right to record officers in public places, as long as their actions do not interfere with the officer's duties or the safety of officers or others. Officers should assume that they are being recorded at all times when on duty in a public space.

DEFINITIONS:

Recording: Capturing of images, audio, or both, by means of a video camera, cell phone, audio recorder, or other device.

Media: The storage source for visual or audio recordings, whether by film, analog, or other digital means.

PROCEDURES:

- A. Individuals who are lawfully in public spaces or locations where they have a legal right to be present such as their home, place of business, or the common areas of public and private facilities and buildings have a First Amendment right to record things in plain sight or hearing, to include police activity. Officers may not threaten, intimidate, or otherwise discourage or interfere with the recording of police activities. However, the right to record is not absolute and is subject to legitimate and reasonable legal restrictions, as follows:
 - A reasonable distance must be maintained from the officer(s) engaged in enforcement or related police duties.

- 2. Individuals engaged in recording activities may not obstruct police actions. For example, individuals may not interfere through direct physical intervention, tampering with a witness, or by persistently engaging an officer with questions or interruptions. The fact that recording and/or overt verbal criticism, insults, or name- calling may be annoying, does not of itself justify an officer taking corrective or enforcement action or ordering that recording be stopped, as this is an infringement on an individual's right to protected speech.
- 3. Recording must be conducted in a manner that does not unreasonably impede the movement of emergency equipment and personnel or the flow of vehicular or pedestrian traffic.
- 4. The safety of officers, victims, witnesses, and third parties cannot be jeopardized by the recording individual.

B. Arrest

- Individuals who violate the foregoing restrictions should be informed that they are engaged in prohibited activity and given information on acceptable alternatives, where appropriate, prior to making an arrest.
- Arrest of an individual who is recording officers in public shall be related to an objective, articulable violation of the law unrelated to the act of recording. The act of recording does not, in itself, provide grounds for detention or arrest.
- 3. Arrest of an individual does not provide an exception to the warrant requirement justifying search of the individual's recording equipment or media. While equipment may be seized incident to an arrest, downloading, viewing, or otherwise accessing files requires a search warrant. Files and media shall not be erased under any circumstances.

C. Confiscation of Recording Devices and Media

- Absent an arrest of the recording party, recording equipment may not be confiscated. Additionally, officers may not order an individual to show recordings that have been made of enforcement actions or other police operations.
- 2. If there is probable cause to believe that evidence of a serious crime has been recorded, an officer should
 - a. Advise and receive instructions from a supervisor;
 - b. Ask the person in possession of the recording if he or she will consent to voluntarily and temporarily relinquish the recording device or media so that it may be viewed and/or copied as evidence.
 - c. In exigent circumstances, in which it is reasonable to believe that the recording will be destroyed, lost, tampered with or otherwise rendered useless as evidence before a warrant can be obtained, the recording device or media may be confiscated under a temporary restraint. A warrant must be obtained in order to examine and copy the recording and the chain of custody must be clearly documented per department policy.
- 3. In exigent situations where it is objectively reasonable to believe that immediate viewing of recordings is necessary to prevent death or serious

- bodily harm of another before a warrant can be authorized, the recording device or media may be confiscated and viewed.
- 4. Whenever a recording device or media is seized without a warrant or obtained by consent, the seized item shall be held in police custody no longer than reasonably necessary for the police, acting with due diligence, to obtain a warrant. The device must be returned at the earliest possible time and its owner/operator given instruction on how it can be retrieved. In all cases property receipts shall be provided to the owner.

D. Supervisory Responsibilities

- A supervisor will be notified and when feasible, respond to the scene; and ensure the totality of the circumstances surrounding the stop and seizure as conveyed by the officer are warranted, appropriate, and in compliance with this General Order.
 - a. If the supervisor determines the stop and seizure is appropriate, he shall determine whether an immediate search of the portable video and/or photo recording device by the sworn employee is warranted.
 - b. If the supervisor determines that the seizure is not appropriate, he will ensure that:
 - 1) The portable video and/or photo recording device is immediately returned to the person detained;
 - 2) The supervisor shall document these findings.
 - c. Ensure that the seizing sworn employee documents the circumstances and actions taken on a "Offense Incident Report;" in PTS.
- 2. Ensure that all required documentation is completed;
- 3. Ensure that proper evidence handling protocols are followed;
- 4. Ensure that any questions or concerns regarding the appropriateness of the stop and/or seizure shall be immediately directed to the next supervisory level in the chain-of-command.
- 5. Ensure that the Chief and Sheriff are notified.

If the Lead	
Approval Authority Title and Signature	Issue Date

→ CAITLYN WILSON →

CONTACT

too learne e kone

Stankville; MS 39750

3 (660) 197-1012

ealtivnariana i Gogernali.com

PROFILE

Diverse work experience in small and large animal clinics. Outstanding communication and interpersonal skills, organized, dependable, goal driven, creative, and able to perform well under pressure. Strong analytical and technical skills, working in a fast paced environment. Also experienced in working in a retail setting.

SKILLS

- Revail Expedience
- Intentals Management
- Shipping & poseiving
- Continuous Education
- innersoft Dilice Software
- Avithark Stiffware

EDUCATION

MISSISSIPPESTATE University, Starrviege, MS

Dec; 2014: Gradilatiqit Bachelor of Science in Animal & Dany Salences - Yelermary Science

Related Courses Livestock Management Practice

- Learned how to vactinate horses & cattle.
- Dehorned salves at the MSU Dairy unit.
- Administered de wormer to horses & cattle.
- Tall-bled heifers at the Beef bhit.
- Pirt ear lags on swine.

EXPERIENCE



CLAY COUNTY SHERIFF'S DEPARTMENT

Investigations Assistant Sept 2019 – Present

- Transcribe audio statements
- Help officers with search warrants
- Answer and screen telephone calls for investigators
- Assist officers with taking evidence to crime lab
- Track statistical monthly data for Project Safe Neigborhood
- Assist Captain with NIBRS statistical data for the FBI through the PTS



STOCKMAN'S SUPELY, LLC

Warehouse associate / Return Manager 2018 - August 2019

- Keep up with out of date large animal medicine and cold vaccines that need to be sent back for credit through MWI Animal Health.
- Pull and box orders to be shipped out to our clients in other states.
- · Continuously keep count of inventory.
- When the warehouse supervisor is out of the office, I am in charge of making sure
 the warehouse runs smoothly. I continue my duties along with the supervisory
 duties.



HOBIE'S ON MAIN

Bar Tender / Server 2019 - Part-time

- Greet and serve customers.
- Make drink orders.

.

- Keep bar tab totals for each customer.
- Work off-site receptions/parties.
- · Close-out registers after hours.

CERTIFICATIONS

zöl4, Fielf Augyerh

2019: K-Laser Therapy

2015: Artiliëiat Insemination for cattle ¹

2016/ Fotuesijes Schniol Equine & Carino Krassijes Therapye

PERSONAL ACTIVITIES

- Present Presencent Fail 2020: Springserus
 - Leadership &
 Naroifatige
 Compiles 2012
 - Committee 2019 Homeschung Committee Shills fer Igner Maio -2012

Helping Heritic Food Bantov/Cothes Closes For and Off Trop 2005/2010

Pre-Vict Elugic Spaing 2012. Spaing 2014

Therapeutic Horseback Riding - Spring 2012

Mississiopi Collegiate Cattlemen & Association -2014

Académic Quadrathlon-Fall 2013

APVMA Symposiums:

- Spříng 2012: North

 Carolina State
 University
- Spring 2013: University of Florida



PET WELLNESS CENTER

Veterinary Technician

November 2016 - December 2017

- Assist the veterinarian during surgeries and wellness exams
- · Greet clients, answer phones, and handle front office duties.
- We worked very closely with multiple animal rescues and also humane societies.
- Bathed and groomed dogs
- · Medicated patients that were staying overnight.
- Groomer for a few of our long term clients when our groomer left.



K : 3 TRA WING CENTER

Office Manager

May 2016 - November 2016

- Answer phones and make training appointments with clients.
- Teach training classes with clients and their pupples
- We taught a week long puppy training class and also a 6 week obedience training class.
- Monitor supplies and ordering for the business
- We did 6 week long classes for K-9 officers and trained heavily with their dogs and the
 officers.



STARKVILLE VETERINARY, HOSPITÄL

Kennel Assistant/ Receptionist/ Veterinary Technician Summer 2014 -May 2016

- Monitor animals twice a day
- Fed animals twice a day per owner request if they were boarding
- · Medicated and bathed animals who were boarding
- Assisted the veterinarians during surgery and during wellness exams
- Greet clients, answer phones, schedule appointments, and handle front office duties
- Made sure all charts were pulled and ready for the next day.

Mississippi state university college of veterinary medicine - equine department

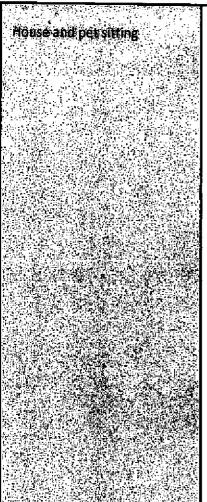


NISSISTEPP STATE STUVENSTY., College of Veternary Medicine

Student Worker

February 2014 - December 2014

- Restrain horses for the veterinarians.
- Clean up after horses.
- Clean the facilities.
- Restock supplies in all exam rooms.
- Run horses for lameness exams.





memilian & cunningham animal clinic & equine practice

Kennel Assistant / Veterinary Technician Summer 2012 & Summer 2013

- Monitored animals frequently throughout the day.
- Fed animals twice a day who were boarding.
- Medicated animals based on individual needs.
- Bathed and groomed animals left for boarding at the facility.
- Assisted the veterinarians during surgeries and wellness exams.



VICTORIA'S SECRET

Cashier / Beauty Consultant 2011- 2012 Summer & Christmas breaks from school

- Floor Sets
- Worked mostly in the beauty room.
- Cashier.



DIEWORTH SMALL ANIMAL HOSPITAL

Kennel Assistant / Veterinary Technician February 2008- August 2010

- Assist the veterinarian during surgeries and wellness exams.
- Bathed and groomed dogs left for boarding at the facility.
- Medicated animals based on individual needs.
- Fed animals based on individual needs per owner request.
- Monitored animals frequently throughout the day.

FY 2019 JAG APPLICATION CHECKLIST

Please check the list below against the items returned in this packet to ensure that all pertinent information is enclosed.

Subgrant Application summary Form (DPSP form A)

Statement of the Problem (DPSP A-2a)

Objectives and Projected Impact (DPSP Form A-2b)

Implementation Plan/Project time-line (DPSP Form A-2c)

Sustainability Plan (DPSP Form A-2d)

Budget Summary (DPSP Form 3)

Budget Narrative (DPSP Form 4)

Evaluation Plan (DPSP Form 5)

Non-Supplant Certification

Equal Employment Opportunity Plan Certification (DPSP Form 6)

Original and one copy of the application package

2019 Certification and Assurances by the Chief Executive of the Applicant Government

DHS/ICE Response Letter

Body Worn Camera Policy & Certification (if applicable)

Body Armor Mandatory Wear Policy & Certification (if applicable)

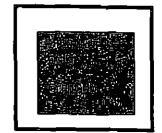
Copy of SAM Registration (sam.gov)

All of the above award documents should be returned by: May 29, 2020



STATE OF MISSISSIPPI

DEPARTMENT OF PUBLIC SAFETYDIVISION OF PUBLIC SAFETY PLANNING





1. Applicant (Name, Address, Zip, Phone, Email)	2. Project Director (Na	me, Addro	ss, Zip, Phone)	3. Financial Offic	inancial Officer (Name, Title, Address, Zip, Phone)			
Clay County Sheriff Sheriff Eddie Scott 348 West Broad Street West Point, MS 39773 W: (662) 494-2896 P: (662) 295-5441 escottclaysheriff@gmail.com	348 West Broad street West Point, MS 39773 W: (662) 494-2896 P: (662) 397-1022 W: (348 West Broad S W: (662) 494-289	aptain Jeremy Bell 18 West Broad Street West Point, MS 39773 1: (662) 494-2896 P: (662) 295-9420 remybell23@gmail.com			
4. Project Title Local Law Enfo	rcement	_		Number: <u>0791177</u> Number: <u>64-6</u>		<u> </u>		
6. Type of Application Initial 2° Continuation of Grant No.	d Yr. orY	r. Fundii		l Project Duratio Start Date: July 1 End Date: Noven	st 2020	onths		
Funds provided will aid in providin equipment. By being able to issue I serve the community in a more unit patrol duty uniforms.	Deputies their duty formed and profes	equipa sional 1	nent, the Clananner. The	ay County Sh	eriff's Department v	vill better		
9. Budget Category		lequested	!		A TO A CONTROL OF THE SALE	ing a second second		
a. Personnel					The same was to be a			
b. Fringe Benefits					5 15 15 15 15 15 15 15 15 15 15 15 15 15			
c. Equipment	\$2597.50 (1948.13 + 6	649.38)						
d. Travel								
e. Operating Expense					and the state of t			
f. Contractual Services								
g. Miscellaneous								
Total Project Budget						A 45		
10. Source of Funds	Federal	%	St/Local Ma	tch %	Total	%		
Requested Budget	1948.13	75	649.38	25	2597.50	100		
			,					
11. Number of pages in this application	17 SU	PERVIS	1-	l MS				
Chief Administrative Officer (Signature :	and Date of		Projec	Phirector (Sign	atute and Date) 5/28/2	v20		
Chief Administrative Officer (Type or Pr	rint)		Kinano	ial Officer (Şig	nature and Date)			







PART I. STATEMENT OF PROBLEM

Clay County has a population of 19,316 citizens according to the July 2019 Census which consists of multiple industrial and commercial factories, adding to overall county numbers. Not only do these factories contribute to the continual rise in population, but they generate thousands of visitors and out of county workers on a daily basis. A major highway, Hwy 45, connects north and south Mississippi. This causes an immense amount of populous during peak hours of the day. Due to all of these factors, Clay County Sheriff's Department has begun to see an increase in the frequency of calls for service on every shift which in turn increases each officer's safety risk. This raises the likelihood for equipment use, and their interaction with the public within the community. As the increase of civilian travelers continues to grow, our county deputies are placed into more extreme situations and are forced to respond with equipment. The Clay County Sheriff's Office is applying for the funding of flashlights which is required deputy gear.

Our deputies must be professional to help bring order to Clay County. The department aims for consistency through uniform and professional equipment to accomplish this goal. This is impossible, however when each officer is required to purchase the majority of their equipment and would be corrected with additional funding. This is crucial to our department because the lack of uniformity causes confusion among the public and safety issues for our deputies.

The majority of deputies have purchased their own gear, which lacks uniformity within the department. Each deputy in Clay County is issued a weapon, taser, class A uniform (for specific occasions), two sets of battle dress uniforms (BDU) (for everyday work), and a bullet proof vest (which may or may not be out of expiration date). All other aspects of the deputy's uniform they must provide. This must include at least one set of handcuffs, boots, a hand key cuff, weapon and taser holsters, duty belt, a magazine pouch, a hand cuff pouch, a set of belt keepers, inner belt, flashlight, and flashlight holder. However, many deputies feel the need for additional equipment outside of this list to safely execute their calls for service such as: multiple sets of handcuffs, mace with corresponding holder, more reliable body armor, and additional BDU's.

Notably, this places a large financial burden on the officer. For example, a lack of personal funds to complete a uniform, inhibits the department's ability to find qualified officers for hire. This prohibits officers from feeling safe and able to handle situations they may be placed in during calls of services. The officers who are willing to purchase equipment are often forced to buy cheaper equipment with lower safety standards and/or will need to be replaced more frequently. The malfunction of equipment, during use in calls of service, can be detrimental in multiple aspects. For instance, the inconsistency of equipment grants a higher level of occurrence for officer error, due to equipment being interchanged between officers. This is not an uncommon occurrence in basic and heightened situations alike. If there is no uniformity in standard equipment, such as flashlights, this will force deputies to hesitate while performing trained/instinctual reactions for which there is no tolerance in this occupation.

The funding will enable the Clay County Sheriff's Office to equip twenty officers and train everyone in the same manner. Providing uniformity throughout the entire department will lead to diminished officer error and increased officer safety - instilling confidence while answering calls of service. For instance, a couple of problems some of our officers encounter with their current flashlights, batteries wear out and light output becomes too dim to see effectively during calls to duty. Even more troublesome, sometimes the control switch on a few of the flashlights do not work which further exasperates the need for reliable controls on a flashlight.

The purchased flashlights will not interfere with officer's duties and provide a lower risk of malfunction while on the job, aiding in the pursuit of perpetrators in dark places or any nighttime situation. The compact quoted flashlights include: LED lighting, 4-hour battery life, 12-volt smart charger, dual switch technology, non-slip rubberized grip—with anti- roll rubber ring and weigh about one pound. The dual switch technology allows high, medium, low and trobe beams via the independent working head mounted push-button or tail switch. The body of the flashlight has non-slip rubberized grip with anti- roll rubber ring. The flashlights have been tested for IPX4 rating showing they are water resistant; 3.28 Ft (1m), as well as combining impact resistance. The flashlights come with a snap-in charger, allowing for mounts in any positions. Due to the nominal weight and compact design of the flashlights, the officers will not be inhibited to draw their handgun while in pursuit.







PART II. OBJECTIVES AND PROJECTED IMPACT

It is the objective of the Clay County Sheriff's Office to provide standard equipment enabling the department to train everyone in the same manner, as well as equipping the department with proper duty gear. This will assist the department in maintaining uniformity and consistency of equipment issued to our deputies, allowing us to safely answer calls to duty.

- Consistency in uniform and required gear
- Reduce equipment failure by providing quality flashlights
- Reduce operator confusion when using another's equipment
- · Alert the approach of an oncoming officer during vehicle wrecks, roadblocks, or traffic stops

Change: Twenty deputies will be equipped with new flashlights.

Group: Patrol, Investigations, Sheriff, Chief Deputy, and the Special Response Team

Level of Change:

The morale of the department, as well as the community we serve, will immediately improve, due to officersbeing equipped with reliable and uniform equipment. Likewise, issuing all deputies with the flashlights will give the officers uniformity and a professional appearance.

The patrol division will immediately be affected, as well as the Investigations and the Clay County SRT/SWAT Team, by this positive change. By looking at the projected impact, our department will benefit greatly in the ability to issue deputies with required equipment for duty. As the budget is always a concern, receiving the grant will greatly impact the department positively and immediately, by supplying us the ability to outfit the deputies with uniform items. The purchase of these twenty flashlights will not only be beneficial to the Clay County Sheriff's Office but the community as well in answering calls of duty.







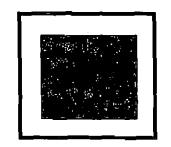
PART III. IMPLEMENTATION

The Table below is going to show you over the six months of this grant funding project how we expect to istribute, evaluate, and analysis the data from all the deputies who will receive flashlights if we get this funding.

Task To Be Performed	Months in Project Period		
	01 02 03 04 05 06		
Captain will distribute flashlights during month 1.			
Month 2 to 3 collect evaluations and compile data from all deputies.			
During months 4 to 6 will be analysis of data collected.			

The Clay County Sheriff's Office, if funded, will use JAG granted funds for the purchase of flashlights. Overall this will assist the department in maintaining uniformity and consistency of equipment issued to our deputies, allowing us to safely answer calls to duty. Upon receiving the flashlights, the Captain will complete inventory and distribute each of the twenty flashlights to all deputies. As flashlights are a required part of daily gear there is no need to train deputies on their use. They use flashlights in their daily duties for night time roadblocks, accident scenes in direct traffic, and in poorly lit pursuits (woods, houses, etc). Providing reliable flashlights will solve any issues the officer's currently encounter while on the job.



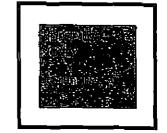


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PART IV:

Clay County intends to continue the work of properly equipping deputies as funds are available. In years past, deputies have been required to provide certain articles of equipment consistent with law enforcement duties. We fee confident in our ability to equip new members, replace destroyed or lost items, or upgrade in the future if needed on a deputy basis. We are finding it difficult to complete the full process of equipping everyone, at once, due to budgetary constraints. However, upon funding we will continue to purchase other items needed with existing funds.





VISION OF PUBLIC SAFETY PLANNIN

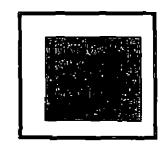
BUDGET CATEGORY	REQUESTED BUDGET	
A. PERSONNEL:		
TOTAL PERSONNEL		Section 18 Fig.
-B. FRINGE		
2. FICA Match		
3. Retirement Match		
4. Other		
TOTAL FRINGE		
C. EQUIPMENT	2598.00	
TOTAL EQUIPMENT	2598.00	
D. TRAVEL		
2. Commercial Carrier		
3. Meals		
4. Lodging		
5. Other		
TOTAL TRAVEL		
E. OPERATING EXPENSE		
2. Rental		
3. Printing and Reproduction		
4. Communications (Telephone, Postage)		
5. Other		
TOTAL OPERATIONAL EXPENSES		
. CONTRACTUAL SERVICES		
2. Contracts w/Organizations		Secretary Designation
TOTAL CONTRACTUAL SERVICES		
G. MISCELLANEOUS		
2. Training Materials		
3. Other		
TOTAL MISCELLANEOUS		
H. TOTAL PROJECT BUDGET	2598.00	

SUMMARY FUNDING DATA

	Federal	%	State/Local	%	TOTAL	%
REQUESTED BUDGET	1948.50	75	649.50	25	2598.00	100
EXTREMES EVAPORATE.						200 A 1977

Budget Prepared By: Caitlyn Wilson, Investigations Asst. & Captain Jeremy Bell

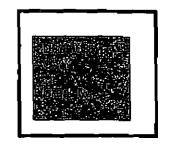




PART VI:

The Clay County Sheriff's Office will obtain the best price available by utilizing all dealers in the market of law enforcement equipment sales. Using input from the Sheriff and deputies, we have prioritized the items to purchase and excluded items from the final request for funding. The request for flashlights will help provide the safety of both citizens and deputies within the course of their daily work. We will inventory all items and complete all budget requirements set forth by the JAG office. The Clay County Sheriff's Office is requesting funding for the purchase of on duty "flashlights" as an item needed for daily use while on duty. We are requesting a budget of \$2,598.00 with \$1,948.50 being Grant Funded and \$649.50 coming from the budget of the Sheriff's Office. All quotes are based on current market pricing. If any discounts are made available, the JAG office will be notified and made aware of the financial difference.





EDDOGRAFOARK INALES

PART VI:

Quantity: Item:

Unit Cost:

Total Cost:

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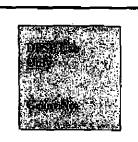
Streamlight 75456 Stinger DS LED HL 800C4

\$129.99

\$2597.50

LED Aluminum Black. 12-volt smart charger



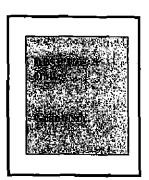


PART VII: EVALUATION PLAN

The evaluation of items purchased with grant funding will come directly from deputies issued equipment. The deputies will answer questions in regard to the flashlights such as: (1) is light output and battery life sufficient, (2) — grip, feel and weight of it in hand, (3) beam distance, (3) impact resistance, and (4) water resistance. Additional questions will be obtained from deputies on the usefulness and availability of the equipment issued. Citizens, we believe, will begin the evaluation process immediately after the purchase and distribution of flashlights. It is a big goal of the Sheriff to provide professional service to all citizens and visitors of Clay County. We believe with a uniformed and professional flashlight our deputies will feel more confident and safer in their daily work. As mentioned earlier, using different types of equipment creates an opportunity for malfunctions and user error. This will allow for standardization in training on using the flashlight for all members, preventing failure while on duty. The evaluation process will be ongoing as all incidents require documentation. Morale in the department will greatly improve as a result of equipment being provided to deputies rather than having to purchase themselves.







PART VIII:

The <u>Clay County Sheriff' Office</u> (Applicant) hereby assures that the federal funds will not be
used to supplant state or local funds and those federal funds will be used to supplement existing fund
for program activities and not to replace those funds that have been appropriated for the same purpose
ignature: OOe Lew H

Title: Sheriff, Clay County Sheriff's Office

(Chief Executive Officer)

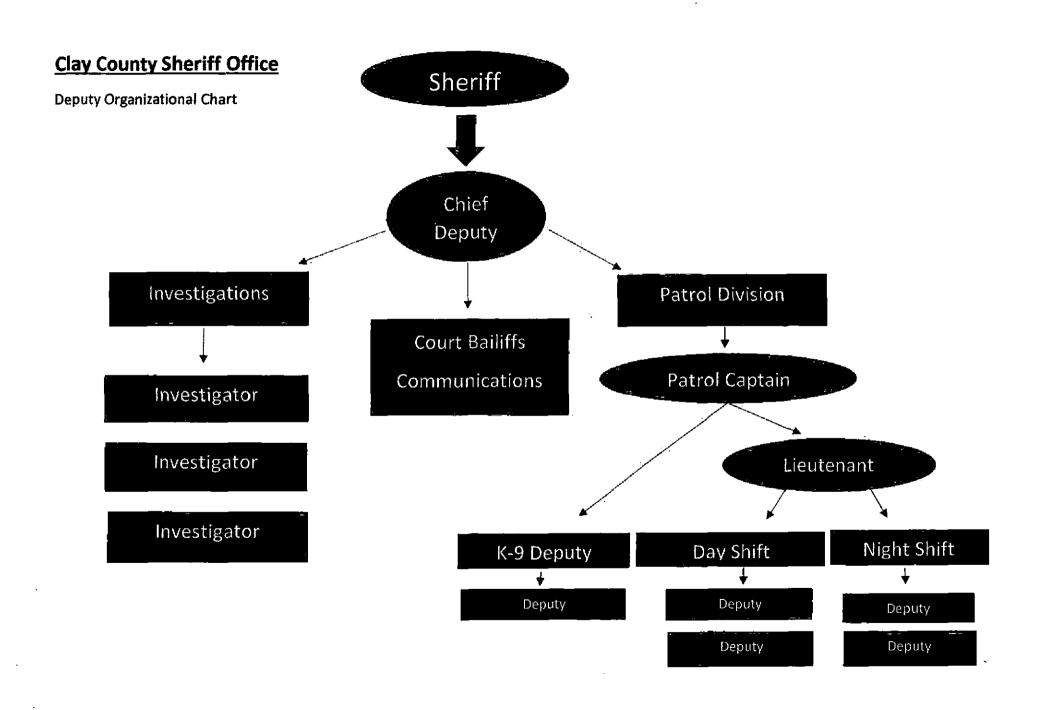
Date: 5 28 2020





CALCULATERMENT OF TAKEN IN CHARGE TRANSPORT CONTRIBUTION CERT

	425						
A.	The	County of Clay	(Applicant) hereby certifies that it has				
formu		al Employment Opportunity Program in accordance wit					
Code	of Federal Regulations, and that it is on file in the office of:						
		Name: Amy G. Berry	~				
		Address P.O. Box 815 West, Point, MS 39773					
		Title Chancery Clerk' Office					
	for review or audit by officials of the Division of Public Safety Planning or the Office Programs, U.S. Department of Justice as required by relevant laws or regulations.						
В.			nt) hereby certifies that it is in compliance				
	with the te	rms and conditions of 28 CFR 42, 301, et seq., and is	not required to file an Equal Employment				
	Opportunit	y Program.					



Deputy Sheriff, Patrol:

Serves as a Patrol Deputy under the supervision of the Chief Deputy and the Patrol Captain. The Patrol Deputy is a certified peace officer, sworn to serve and protect persons and property in Clay County. The Patrol Deputy possesses all the powers of the Sheriff of Clay County and is to assist the Sheriff in the prompt and proper discharge of the duties and responsibilities of the Office of Sheriff demands.

Distinguishing features of the position:

The following is a list of requirements and skills needed and expected of a Sheriff Deputy. They include but are not limited to the following:

He or she:

Is expected to exercise initiative, tact and discretion in the performance of his or her assigned duties. He or She must exercise their powers equitably, legally and economically on behalf of the citizens they serve. Must understand there is an element of personal danger involved in the performance of their duties.

Will conduct roving and stationary patrols within the borders of Clay County and will respond to citizen requests for service and/or assistance. The Deputy enforces the laws of the United States and the State of Mississippi, as well as the ordinances of Clay County. Deputy will prepare reports of crimes and other incidents of concern of public safety. He or She will conduct preliminary as well as follow-up criminal investigations of any crime reported to him or her or that which he or she may have observed. The deputy will process crime scenes, locate, identify, collect and preserves physical evidence of the crime.

The Sheriff Deputy will be required to interviews victims, witnesses and suspects as well as obtain the necessary written statements from the victim(s), witnesses or suspects.

Will be required to apprehend and arrest criminal suspect as well as the transportation of prisoners to and from Court, from one correctional facility to another or from the actual location of the arrest. He or She will be required to render first aid to any persons in need of medical attention, when such medical attention is not readily available from another source.

Responds to traffic and non-traffic related accidents to render aid and assistance. The deputy also testifies in legal proceedings when required.

May be assigned to; Community Policing duties, DARE, Tactical Team(s), and/or other special details.

Required knowledge, skills, abilities, etc.,: They include but are not limited to the following:

Must have the ability to communicate effectively, both verbally and in writing.

Should possess good judgment and good powers of observation and memory.

Should be able to learn, understand and apply approved principles, practices and methods of law enforcement.

Be of good moral character, both on and off the job.

Must be able to learn and maintain proficiency in the use of firearms.

Must be sworn in as a Deputy Sheriff by the Sheriff/ Chancery Clerk of Clay County.

Must possess a standard high school diploma or its equivalent.

Must attend and complete the BLEOST Police Academy in Mississippi or if already certified in another state and /or had a break in service, must complete a 5 week refresher course.

Must possess a valid driver's license issued by the State of Mississippi.

Must reside in Clay County, MS.

Gary's Pawn & Gun 2221 Hwy. 45 North Columbus, MS 39705 662-327-GARY(4279)

Anthony

Here is the quote and availability on the duty lights you requested. This quote is valid for 60 days from 05/11/2020.

20 ea Streamlight 75456 Stinger DS LED HL 800 C4 LED Aluminum Black. 12 Volt Smart Charger

Price is \$129.88 each. The total amount for this request is \$2597.60. Please let me know if we need to get these.

Time frame is about one week on delivery.

Best Regards

Mike Pearson

GARY'S PAWN & GUN 2221 HWY. 45 NORTH COLUMBUS, MS. 39705 PH 662-327-GARY (4279) FX 662-327-2063 GARYSGUNS1@BELLSOUTH.NET



Clay County Sheriff's Department

Post Office Box 142 348 West Broad Street West Point, Mississippi 39773 Telephone: (662) 494-2896

Telephone: (662) 494-2896 Facsimile: (662) 494-4034 <u>Sheriff</u> Eddie Scott (662) 295-5441

Chief Investigator Ramirez Williams (662) 295-1632

Jail Administrator
Anthony Cummings

May 27, 2020

Dept. of Public Safety Planning 1025 Northpark Drive Ridgeland, MS 39157 Attn: Micheal Hall

Dear Mr. Hall:

In response to your questions regarding communication with the Department of Homeland Security (DHS) and/or Immigration and Custom Enforcement (ICE), the Clay County Sheriff's Office responds as follows:

Question: Does your jurisdiction have any laws, policies, or practices related to whether, when, or how employees may communicate with DHS or ICE?

Answer: By order of the Sheriff of Clay County, Mississippi, this office is to notify and cooperate with the Department of Homeland Security (DHS) with regard to any illegal immigration matters in this jurisdiction.

Question: Is your jurisdiction subject to any laws from a superior political entity (e.g., a state law that binds a city) that meet with description in question?

Answer: Clay County, Mississippi does not have any superior policies in place with regard to any type of immigration.

If there is anything further that is required from this office in this regard, please do not hesitate to contact me.

Eddie Scott, Sheriff of Clay

County, Mississippi

incerety yours.

U.S. DEPARTMENT OF JUSTICE OFFICE OF JUSTICE PROGRAMS

Edward Byrne Justice Assistance Grant Program FY 2019 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2019 Edward Byrne Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

- 1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
- 2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
- 3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (e.g., city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
- 4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
- 5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
- 6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.

Helle Set	5/28/2020
Signature of Chief Executive of the Applicant Unit of	Date of Certification
Local Government	- 4.0
Printed Name of Chief Executive	Sheift
Printed Name of Chief Executive	Title of Chief Executive
Clay County Sheift Scort	vert
Name of Applicant Unit of Local Government	

Rev. March 6, 2019

— CAITLYN WILSON ⊶

CONTACT

52(640X 3674) e

Saltivisium (Vivernaliton

PROFILE

Diverse work experience in small and large animal clinics. Outstanding communication and interpersonal skills, organized, dependable, goal driven, creative, and able to perform well under pressure. Strong analytical and technical skills, working in a fast paced environment. Also experienced in working in a retail setting.

SKILLS

Section of the sectio

cantiguesis i cucanian Viccoscat Office Solovatë

AWMARK SOMWARM

EDUCATION

Mussissippi spate University, stangvelle Kas

Des and Gracialism Bacheloususceater d'Asmal's Dans Scanios à Chemistry Science

Related Equases: Livestoek Viahagement Practice

- Egaphed how to vaccinate horses & cattle
- Dehomed calves at the MSD Dairy unit.
- Administered dewormer to horses & cattle.
- Tail-bled heifers at the Beef Unit
- Put ear tage on swipe.

EXPERIENCE



CDAY COUNTY SHERIBE SODEPARTMENT.

Investigations Assistant Sept 2019 – Present

- Transcribe audio statements
- · Help officers with search warrants
- · Answer and screen telephone calls for investigators
- Assist officers with taking evidence to crime lab
- Track statistical monthly data for Project Safe Neigborhood
- Assist Captain with NIBRS statistical data for the FBI through the PTS

STEELKAANS VA BERREVA

STOCKMAN'S SUPPLY LEC

Warehouse associate / Return Manager 2018 - August 2019

- Keep up with out -of date large animal medicine and cold vaccines that need to be sent back for credit through MWI Animal Health.
- Pull and box orders to be shipped out to our clients in other states.
- · Continuously keep count of inventory.
- When the warehouse supervisor is out of the office, I am in charge of making sure the warehouse runs smoothly. I continue my duties along with the supervisory duties.



HOBIE'S ON MAIN

Bar Tender / Server 2019 - Part-time

• Greet and serve customers.

and the second s

- Make drink orders.
- Keep bar tab totals for each customer.
- Work off-site receptions/parties.
- Close-out registers after hours.

CERTIFICATIONS

A SA THE ALLERS

2015: k-take i Thartak

2016a Anitola i inserpriorea. For castila

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PERSONAL ACTIVITIES

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HEE-VER GIUNE ROOMS AND S Sphingsture

Therapeul & Korsebilek Riding: Spring 2002

Mississipav Collaguate Cautiengin's Assistanian 2014

Academic Quadrathlon Fall 2013

APVMA Symposiums:

- Spring 2012: North Caroling state University
- Spring 2013: University of Florida



PET WELLNESS GENTER

Veterinary Technician

November 2016 - December 2017

- Assist the veterinarian during surgeries and wellness exams
- Greet clients, answer phones, and handle front office duties.
- We worked very closely with multiple animal rescues and also humane societies.
- Bathed and groomed dogs
- Medicated patients that were staying overnight.
- Groomer for a few of our long term clients when our groomer left.



K-ateaning center

Office Manager

May 2016 - November 2016

- Answer phones and make training appointments with clients.
- Teach training classes with clients and their pupples
- We taught a week long puppy training class and also a 6 week obedience training class.
- Monitor supplies and ordering for the business
- We did 6 week long classes for K-9 officers and trained heavily with their dogs and the
 officers.



starkunge veteringevingsbyab

Kennel Assistant/ Receptionist/ Veterinary Technician Summer 2014 - May 2016

- Monitor animals twice a day
- Fed animals twice a day per owner request if they were boarding
- Medicated and bathed animals who were boarding
- Assisted the veterinarians during surgery and during wellness exams
- Greet clients, answer phones, schedule appointments, and handle front office duties
- Made sure all charts were pulled and ready for the next day.

Mississiepi state university college of veterinary medicine» equine Department

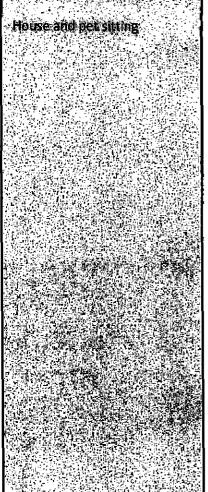


MISSISSIFA STATE THIVEASITY... College of Veterinary Mexicine

Student Worker

February 2014 - December 2014

- Restrain horses for the veterinarians.
- Clean up after horses.
- Clean the facilities.
- · Restock supplies in all exam rooms.
- Run horses for lameness exams.





MCMILLAN & CUNNINGHAM ANIMAL CLINIC & EQUINE PRACTICE

Kennel Assistant / Veterinary Technician

Summer 2012 & Summer 2013

- Monitored animals frequently throughout the day.
- Fed animals twice a day who were boarding.
- Medicated animals based on individual needs.
- Bathed and groomed animals left for boarding at the facility.
- Assisted the veterinarians during surgeries and wellness exams.



VICTORIA'S SECRET

Cashier / Beauty Consultant

2011- 2012 Summer & Christmas breaks from school

- Floor Sets
- Worked mostly in the beauty room.
- Cashier.



DILWORTH SMALL ANIMAL HOSPITAL

Kennel Assistant / Veterinary Technician

February 2008- August 2010

- Assist the veterinarian during surgeries and wellness exams.
- Bathed and groomed dogs left for boarding at the facility.
- Medicated animals based on individual needs.
- · Fed animals based on individual needs per owner request.
- Monitored animals frequently throughout the day.

LaFrance Boyd

From:

Amy Berry <aberry@claycounty.ms.gov>

Sent:

Wednesday, June 19, 2019 10:23 AM

To:

'LaFrance Boyd'

Subject:

FW: Registration Activated for Clay, County of / 079117719 / 5YT63 in the U.S.

Government's System for Award Management (SAM)

----Original Message----

From: samadmin@sam.gov | mailto:samadmin@sam.gov|

Sent: Tuesday, June 18, 2019 2:46 PM To: aberry@claycounty.ms.gov
Cc: aberry@claycounty.ms.gov

Subject: Registration Activated for Clay, County of / 079117719 / 5YT63 in the U.S. Government's System for Award

Management (SAM)

This email was sent by an automated administrator. Please do not reply to this message.

Dear Amy Berry,

The registration for Clay, County of / 079117719 / 5YT63 is now active in the U.S. Government's System for Award Management (SAM): If you did not provide a Commercial and Government Entity (CAGE) Code during the registration process, one has been assigned to you by the Defense Logistics Agency (DLA) CAGE Program.

In order to remain eligible to do business with the Federal government, you must renew your entity's registration in SAM every year. The annual renewal date for the registration is 2020-06-17.15:00:23.

You may invite additional users to manage or review your entity registration by following these steps:

- 1. Go to www.sam.gov and log in.
- 2. Select Entity Users from the sub-navigation menu on the My SAM page.
- 3. Select Invite User from the Entity Users menu.
- 4. Select the desired entity from the Level List.
- 5. Provide invitee's email address.
- 6. Assign role(s) to be associated with the user account.
- 7. Select Submit.

All invitees will receive an email message from SAM with instructions on how to complete the process.

Remember, this process is entirely FREE to you. It is FREE to register and maintain your registration in SAM. It is FREE to get help with your registration. Contact our supporting Federal Service Desk at www.fsd.gov, or by telephone at 866-606-8220 (toll free) or 334-206-7828 (internationally), for FREE help.

In addition, if you are located in the U.S. and its outlying areas, you can also get FREE support from your local Procurement Technical Assistance Center (PTAC), an official resource for government contracting assistance. Go to http://www.aptac-us.org/ to find your closest PTAC.

Thank you,

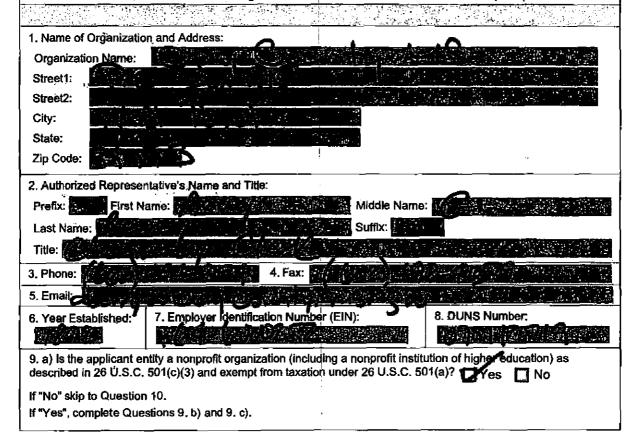
Approved: OMB No. 1121-0329 Expires 11/30/2020

Background

Recipients' financial management systems and internal controls must meet certain requirements, including those set out in the "Part 200 Uniform Requirements" (2.C.F.R. Part 2800).

Including at a minimum, the financial management system of each OJP award recipient must provide for the following:

- (1) Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the CFDA title and number, Federal award identification number and year, and the name of the Federal agency.
- (2) Accurate, current, and complete disclosure of the financial results of each Federal award or program.
- (3) Records that identify adequately the source and application of funds for Federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income, and interest, and be supported by source documentation.
- (4) Effective control over, and accountability for, all funds, property, and other assets. The recipient must adequately safeguard all assets and assure that they are used solely for authorized purposes.
- (5) Comparison of expenditures with budget amounts for each Federal award.
- (6) Written procedures to document the receipt and disbursement of Federal funds including procedures to minimize the time elapsing between the transfer of funds from the United States Treasury and the disbursement by the OJP recipient.
- (7) Written procedures for determining the allowability of costs in accordance with both the terms and conditions of the Federal award and the cost principles to apply to the Federal award.
- (8) Other important requirements related to retention requirements for records, use of open and machine readable formats in records, and certain Federal rights of access to award-related records and recipient personnel.



Page 1 of 4



中国大学、大学、大学、大学、大学、大学、大学、大学、大学、大学、大学、大学、大学、大		
9. b) Does the applicant nonprofit organization maintain offshore accounts for the purpose of avoiding paying the tax described in 26 U.S.C. 511(a)?	Yes	₽No
9. c) With respect to the most recent year in which the applicant nonprofit organization was required to file a tax return, does the applicant nonprofit organization believe (or assert) that it satisfies the requirements of 26 C.F.R. 53.4958-6 (which relate to the reasonableness of compensation of certain individuals)?	Yes	□ No
If "Yes", refer to "Additional Attachments" under "What An Application Should Include" in the OJP solicitation (or application guidance) under which the applicant is submitting its application. If the solicitation/guidance describes the "Disclosure of Process related to Executive Compensation," the applicant nonprofit organization must provide as an attachment to its application a disclosure that satisfies the minimum requirements as described by OJP.		
For purposes of this questionnaire, an "audit" is conducted by an Independent, accepted auditing standards (GAAS) or Generally Governmental Auditing Star audit report with an opinion.	ıdards (GA	GAS), and results in an
10. Has the applicant entity undergone any of the following types of audit(s)(Pl	ease chec	k all that apply):
"Single Audit" under OMB A-133 or Subpart F of 2 C.F.R. Part 200		
Financial Statement Audit		
Defense Contract Agency Audit (DCAA)		
Other Audit & Agency (list type of audit):		For the state of the state of
None (if none, skip to question 13)		
_ , , , , , ,		
11. Most Recent Audit Report Issued: Within the last 2 Within the last 12 months 2 years Name of Audit Agency/Firm:	Derf	r 2 years ago □ N/A
11. Most Recent Audit Report Issued: Within the last Within the last 12 months 2 years	Derk	r 2 years ago N/A
11. Most Recent Audit Report Issued: Within the last 12 months 2 years Name of Audit Agency/Firm:		2 years ago N/A
11. Most Recent Audit Report Issued: Within the last 12 months 2 years Name of Audit Agency/Firm: AUDITOR'S OPINION 12. Of the most recent audit, what was the auditor's opinion? Unqualified Opinion Qualified Opinion Disclaimer, Going Concor Adverse Opinions	em 🔲 N	r 2 years ago N/A N/A: No audits as escribed above
11. Most Recent Audit Report Issued: Within the last 12 months 2 years Name of Audit Agency/Firm: AUDITOR'S OPINION 12. On the most recent audit, what was the auditor's opinion? Unqualified Opinion Qualified Opinion Disclaimer, Going Concerns.	em 🔲 N	I/A: Ņo audits as
11. Most Recent Audit Report Issued: Within the last 12 months 2 years Name of Audit Agency/Firm: AUDITOR'S OPINION 12. One most recent audit, what was the auditor's opinion? Unqualified Opinion Qualified Opinion Disclaimer, Going Concor Adverse Opinions Enter the number of findings (if none, enter "0":	em 🔲 N	I/A: Ņo audits as
11. Most Recent Audit Report Issued: Within the last 12 months 2 years Name of Audit Agency/Firm: AUDITOR'S OPINION 12. O the most recent audit, what was the auditor's opinion? Unqualified Opinion Qualified Opinion Disclaimer, Going Concor Adverse Opinions Enter the number of findings (if none, enter "0": Enter the dollar amount of questioned costs (if none, enter "\$0"):	em O	I/A: No audits as escribed above
11. Most Recent Audit Report Issued: Within the last 12 months 2 years Name of Audit Agency/Firm: AUDITOR'S OPINION 12. O the most recent audit, what was the auditor's opinion? Unqualified Opinion Qualified Opinion Disclaimer, Going Concor Adverse Opinions Enter the number of findings (if none, enter "0": Enter the dollar amount of questioned costs (if none, enter "\$0"):	em	I/A: No audits as escribed above
11. Most Recent Audit Report Issued: Within the last 12 months 2 years	em	I/A: No audits as escribed above
11. Most Recent Audit Report Issued: Within the last 12 months 2 years	em	I/A: No audits as escribed above

Page 2 of 4

Approved: OMB No. 1121-0329 Expires 111/30/2020

17. Does the applicant entity's accounting system have the capability to accurately track employees actual time spent performing work for each federal award, and to accurately allocate charges for employee salaries and wages for each federal award, and maintain records to support the actual time spent and specific allocation of charges associated with each applicant employee?	Yes	☐ No	Not Sure	
18. Does the applicant entity's accounting system include budgetary controls to preclude the applicant entity from incurring obligations or costs that exceed the amount of funds available under a federal award (the total amount of the award, as well as the amount available in each budget cost category)?	Yes	□ No	Not Sure	
19. Is applicant entity familiar with the "cost principles" that apply to recent and future federal awards, including the general and specific principles set out in 2 C.F.R Part 200?	Yes	☐ No	☐ Not Sure	
PROPERTY STANDARDS AND PROCUREMEN	T STAND	ARDS		
20. Does the applicant entity's property management system(s) maintain the following information on property purchased with federal award funds (1) a description of the property; (2) an identification number; (3) the source of funding for the property, including the award number; (4) who holds title; (5) acquisition date; (6) acquisition cost; (7) federal share of the acquisition cost; (8) location and condition of the property; (9) ultimate disposition information?	Yes	☐ No	Not Sure	
21. Does the applicant entity maintain written policies and procedures for procurement transactions that — (1) are designed to avoid unnecessary or duplicative purchases; (2) provide for analysis of lease versus purchase alternatives; (3) set out a process for soliciting goods and services, and (4) include standards of conduct that address conflicts of interest?	Yes	□ No	Not Sure	
22. a) Are the applicant entity's procurement policies and procedures designed to ensure that procurements are conducted in a manner that provides full and open competition to the extent practicable, and to avoid practices that restrict competition?	Yes	□ No	Not Sure	
22. b) Do the applicant entity's procurement policies and procedures require documentation of the history of a procurement, including the rationale for the method of procurement, selection of contract type, selection or rejection of contractors, and basis for the contract price?	Yes	□ No	Not Sure	
23. Does the applicant entity have written policies and procedures designed to prevent the applicant entity from entering into a procurement contract under a federal award with any entity or individual that is suspended or debarred from such contracts, including provisions for checking the "Excluded Parties List" system (www.sam.gov) for suspended or debarred sub-grantees and contractors, prior to award?	☐ Yes	☐ No	Not Sure	
TRÂVEL POLICY	, ry hisia <u>Lig</u> usia			
24. Does the applicant entity:				
(a) majntain a standard travel policy?				
(b) adhere to the Federal Travel Regulation (FTR)? Yes No		•		
SUBRECIPIENT MANAGEMENT AND MONT	TORING			7
25. Does the applicant entity have written policies, procedures, and/or guidance designed to ensure that any subawards made by the applicant entity under a federal award — (1) clearly document applicable federal requirements, (2) are appropriately monitored by the applicant, and (3) comply with the requirements in 2 CFR Part 200 (see 2 CFR 200.331)?		vards und	Not Sure does not make er any OJP	

Page 3 of 4



26. Is the applicant entity aware of the differences between subawards under federal awards and procurement contracts under federal awards, including the different roles and responsibilities associated with each?	Yes No Not Sure N/A - Applicant does not make subawards under any OJP awards
27. Does the applicant entity have written policies and procedures designed to prevent the applicant entity from making a subaward under a federal award to any entity or individual is suspended or debarred from such subawards?	Yes No Not Sure N/A - Applicant does not make subawards under any OJP awards
DESIGNATION AS "HIGH: RISK" BY OTHER PEDER	AL AGENCIES
28. Is the applicant entity designated "high risk" by a federal grant-making agency outside of DOJ? (High risk includes any status under which a federal awarding agency provides additional oversight due to the applicant's past performance, or other programmatic or financial concerns with the applicant.)	Yes No Not Sure
If "Yes", provide the following:	
(a) Name(s) of the federal awarding agency:	
(b) Date(s) the agency notified the applicant entity of the "high risk" designation:	
(c) Contact information for the "high risk" point of contact at the federal agency:	
Name:	
Phone: Email:	
(d) Reason for "high risk" status, as set out by the federal agency:	
CERTIFICATION ON BEHALF OF THE APPLICA (Must be made by the chief executive, executive director, chief infarical representative ("AOR"), or other official with the requisite know	officer, designated authorized
On behalf of the applicant entity, I certify to the U.S. Department of Justice that complete and correct to the best of my knowledge. I have the requisite authoricertification on behalf of the applicant intity.	the information provided above is
Name:	Date:
Title: Executive Director Financial Officer Chairman	
Other:	
Phone:	

Page 4 of 4

EXHIBIT H



MMC Materials, Inc. P O Box 1347 – Starkville, MS 39760 – 662-324-9372

Customer: CLAY CO BOARD OF SUPERVISORS

Date: 5/27/20

Project: CLAY CO SHERIFF

SHOP

Location: WEST POINT, MS

Gentlemen:

We are pleased to quote you the following prices for materials for the above-referenced project:

<u>ITEM</u>	DESCRIPTION	UNIT	PRICE
\overline{N}	3500 PSI	CY	\$123.00 PER CY
QUANTITY Q	UOTED: TBD		

ADDITIONAL ITEMS / NOTES:

- DOES NOT INCLUDE TEMPERATURE CONTROL.
- Add \$5.00 per cy for fiber.
- Add \$4.00 per cy for Straight Cement mixes.
- Add \$5.50 per pound for Structural Fiber.
- Add \$5.00 per CY for 1% or \$10.00 per cy for 2% Non-Calcium Chloride
- Add \$5.00 per CY for High Range
- Add \$12.00 per CY for Limestone
- Add \$4.00 for chilled water *****WHEN AVAILABLE****
- Add \$0.35 per lb for Ice
- 10. ****QUOTE DOES NOT COMPLY WITH ASTMC 1260****
- 11. **NO EPA OR FUEL SURCHARGES**
- 12. **QUOTE DOES NOT INCLUDE PRICE FOR TESTING**
- 13. **IF SUBMITTALS ARE NEEDED, PLEASE LET US KNOW AT LEAST 30 DAYS PRIOR SO MIX CAN BE PUT UP**
- SALES TAX NOTE: JOB IS EXEMPT FROM TAX: EXEMPT GOVERNMENT ENTITY TOTAL FOR JOB: \$492.00 FOR ESTIMATED 4 CY OF CONCRETE.

TERMS: ALL INVOICES DUE NET 30 DAYS.

Charge Accounts are subject to Credit Approval.

Deliveries are subject to availability of materials. All prices are subject to applicable sales tax unless an exemption certificate is furnished. This quote shall be void unless accepted within 30 days. The above prices are firm through 6/30/20.

ACCEPTED:		 	_	
COMPANY: _	_	 <u> </u>		_
DATE:				

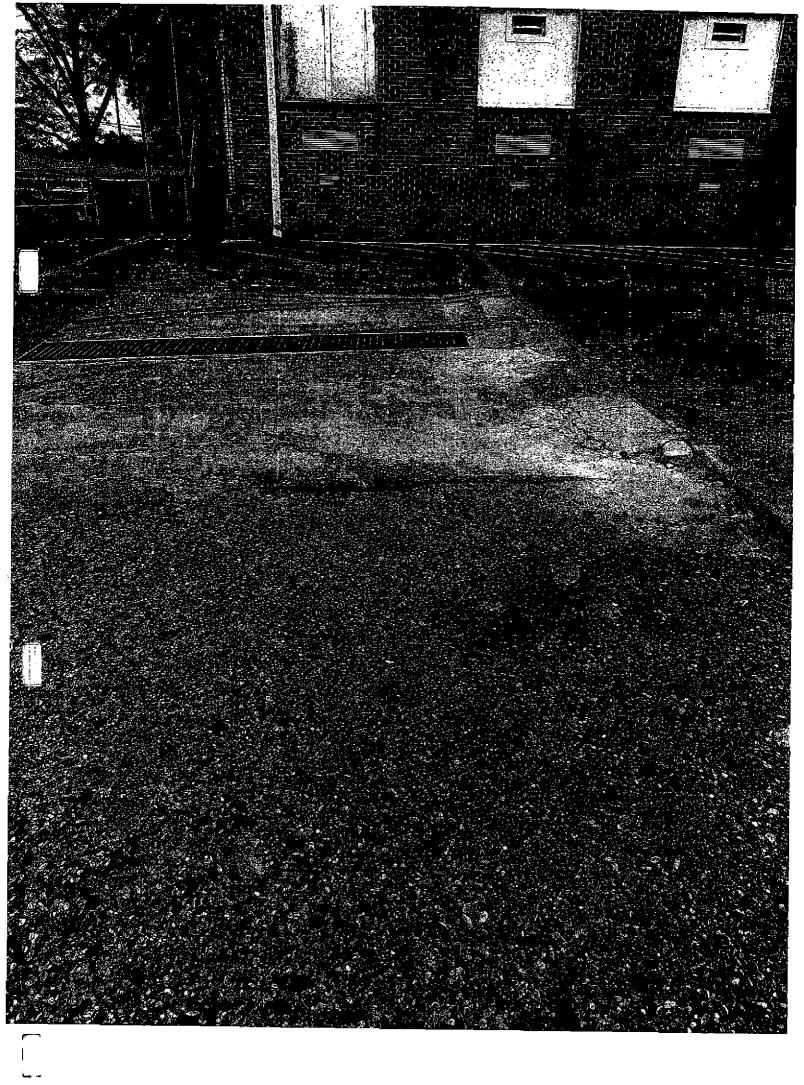


EXHIBIT I



Clay County Sheriff's Office

P.O. Box 142 348 West Broad Street West Point, Mississippi 39773 Phone (662) 494-2896 Fax (662) 494-4034 Sheriff
Eddie Scott
Chief Deputy
Ramirez Williams
Jail Administrator
Anthony Cummings

May 26, 2020

COVID-19 GUIDELINES FOR JSCWP OFFENDERS

The Clay County Detention Center houses 8 JSCWP offenders at the facility in West Point. Work details at the detention center include: garbage trash truck, janitorial duties at county buildings, landscaping and roadway trash pickup. Due to COVID-19 pandemic, all outside work details have been suspended. In order to follow CDC guidelines and maintain safety for the offender's health, the Clay County Detention Center will require the following regulations for work details.

- Every offender will have temperature check at a minimum of twice a day (beginning/ending of work detail) along with attending supervisor
- Change of uniform outside jail entrance after each work shift
- Masks, clothes, goggles, face covering and sanitizers will be available and required for all
 offenders and supervisors
- No interaction with public will be allowed
- A RN will be available daily to monitor offender's health and safety

Sheriff Eddie Scott Clay County Sheriff's Office

EXHIBIT J



Clay County Sheriff's Office P.O. Box 142

P.O. Box 142 348 West Broad Street West Point, Mississippi 39773 Phone (662) 494-2712 Fax (662) 494-4034 Sheriff
Eddie Scott
Chief Deputy
Ramirez Williams
Jail Administrator
Anthony Cummings

CLAY COUNTY SHERIFF EDDIE SCOTT AFFIDAVIT OF JAIL MEAL LOG

I, Eddie Scott, Sheriff of Clay County, hereby certify that listed below is the correct number of meals that were served to the inmates in the Clay County Detention Center for the month of
1981 Breakfast
1977 Lunch
1971 Dinner
Witness this my signature on the $\frac{4^{11}}{2019}$ day of $\frac{20}{19}$.
Eddie Scott Sheriff Clay County

EXHIBIT K

The State of Mississippi CLAY COUNTY

AFFIDAVIT OF PUBLICATION

Before me, in and for said county, this day personally came the undersigned representative of the Daily Times Leader, a newspaper published in the City of West Point, of said county and state, who being duly sworn deposeth and says that the publication of a certain notice, a true copy of which, is hereto affixed has been made for _____ weeks consecutively, to wit:

Dated May 13	3 <u>,</u> , 20 <u>2</u> C
Dated Maty	20 <u>, 20 20</u>
Dated	, 20
Dated	, 20
Dated	, 20

Said representative further certifies that the several numbers of the newspaper containing the above mentioned notice have been produced and compared with the copy affixed; and that the publication thereof has been correctly made.

By:

Notary Public

By:

Notary Public

By:

Notary Public

By:

Notary Public

Notary Public

OF MASS

SEAL:

KIMBERLEY G. JONES

OCCUMUSSION Expires

DAILY TIMES LEA

Publication Fee \$
Proof(s) Of Publication \$

Total Charges
AFFIDAVIT# 1100

copy, of copy visors, perving then required asserting the 200 city. Head 200 Milliand conformed HEAD 200 Milliand conformed HEAD 200 Milliand conformed HEAD 200 Milliand Copy in the June Oral period copy in the June Oral period copy in Jacob and a period copy in 1,200 and applying Document 1,200 and applying Document 1,200 and applying Document 1,200 and applying The sense through a production the period of the period the metall peace of the period the metall peace of the period the copy of the period of the period of the top of the period of the period of the top of the period of the period of the copy of the period of period period

17 - Americal James (Coast of the North New Courses of the Solution and Common Selection 7 from Sept. 18 - Painter Sticcement of Hay 26 South

WHITE ANOTHER AND TO Resemble of an Author School State of the Class 2015 The process of an exist. When the School State of th

\$ _____ n \$ ____ \$ ____

The State of Mississippi CLAY COUNTY

AFFIDAVIT OF PUBLICATION

Before me, in and for said county, this day personally came the undersigned representative of the Daily Times Leader, a newspaper published in the City of West Point, of said county and state, who being duly sworn deposeth and says that the publication of a certain notice, a true copy of which, is hereto affixed has been made for _____ weeks consecutively, to wit:

Dated 1	Navz	13,	_, 20 <u>20</u> _, 20 <u>20</u>
Dated	yay	<u>20',</u>	<u>, 20 ZO</u>
Dated _	//		_, 20
Dated			_, 20
Dated		·	, 20

Said representative further certifies that the several numbers of the newspaper containing the above mentioned notice have been produced and compared with the copy affixed; and that the publication thereof has been correctly made.

me publication thereog has been correctly made.	ATTES
WITNESS MY HAND AND SEAL OF OFFICE	C, this the
1 9 J	DAILY TIMES LEA
By: Trones	1 1
Notary Public	By Chara Carron
ese Missis	() Publisher () Clerk
- Pusition	
SEAL: KIMBERLEY G. JONES	Publication Fee \$
a annierion Expites A	Proof(s) Of Publication \$
4 Sept. 30, 2023	Total Charges \$

AFFIDAVIT# 1100

130

To Whom It May Concern:

I, Randy M. Carlisle, would like to place a sealed bid to lease, for agricultural purposes of cutting hay, a property owned by Clay County. The property is located west of Highway 45, south of Old West Point Road, east of Golden Triangle Landfill and wraps around behind Graham Roofing. The property is approximately 17 acres. I would like to offer a bid for \$300.00 for the rights to lease this property to harvest the hay.

Thanks for your consideration of this bid. My contact information is as follows.

Current Address:

Address Moving into:

Randy M. Carlisle

Randy M. Carlisle

530 San Marcos Drive

3645 Hickory Grove Road

Starkville, MS 39759

Starkville, MS 39759

(662).769 - 0540

(662) 769 - 0540

Thanks Again,

Randy M. Carlisle

HEORIES OF TREE SHE? 1 SEE SHE BILL

A Decres Way to Hank

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I Steve Portera bid \$1000 a acre for hay lease 5.12:20

EXHIBIT L

ITEMS PRESENTED BY AMY G. BERRY, CHANCERY CLERK

- Authorize and approve the renewal of the Insurance Policy for the Volunteer Fire with Provident Insurance Group
- Authorize and approve payment to Tanner Construction Inc for \$194,993.50 and Calvert Spradling Engineer, \$18,633.76 for the ERBR Project BR-0013(053)B
- Authorize and approve the submission of the Youth Court Grant Application for year 2021
- Authorize and approve to pay Butler Snow PLLC \$3,000 for the preparation and submission of the Continuing Disclosure Report for year 2020
- Authorize and approve payment for the LINK invoices in the amount of \$93.00, \$1,925.00, and \$186.00 and for the Clerk to bill the City of West Point for reimbursement for their one-half portion
- Authorize and approve payment to the Constables for their monthly net gross fee income for the month of May 2020
- Authorize and approve the financial report as submitted for the month of April 2020

M	S



CALVERT-SPRADLING ENGINEERS, INC.

CONSULTING ENGINEERS

P.O. DRAWER 1078

WEST POINT, MISSISSIPPI 39773

PHONE - 662-494-7101

Date: 5/5/2020 Job No.: 217157 Attention: Amy Berry

Reference: ERBR-STP/BR-0013(53)B

Caradine-County Line Road

P.O. Box	Clay County Board of Supervisors P.O. Box 815 West Point, MS 39773					
WE ARE SEND	ING YOU					
☑ Attacl	ned	☐ Under s	eparate cover via _		the following items:	
☐ Shop o	drawings	Prints	☐ Plans	□ Samples	Specifications	
Сору	of letter	☐ Change	order			
COPIES D	ATE	NO.	DESCRIPTI	ON		
2		T	anner Construction	n Co. – Estimate #7	w/OCR 484-S	
2		N	Ionthly Report of (County Engineer		
. 2		C	alvert-Spradling E	ngineers – Invoice	#8775	
1	1 Expenditure Report #7					
THESE ARE THE ITHESE ARE THESE ARE THE ARE THESE ARE THE ARE	rmation	ED as chec Approv Approv Return	ked below: ved as submitted ved as noted for corrections	☐ Resubmit	copies for approval copies for distribution corrected prints	
REMARKS:						

SIGNED:

Robert L. Calvert, P.E.

RLC:nkw Enclosures

cc: Tanner Construction (Contractor Est, Monthly Rpt)

If enclosures are not as noted, kindly notify us at once at 662-494-7101.

EXPENDITURE REPORT #7

Clay County Board of Supervisors for Caradine-County Line Road ERBR-STP/BR-0013(53)B CSE# 217157

May 5, 2020

	 THIS MONTH	TOTAL TO DATE	BUDGET ERBR ELIGIBLE	BUDGET ERBR N-ELIGIBLE
Tanner Construction	194,993.50	957,258.97	1,552,813.60	
CONSTRUCTION	\$ 194,993.50	\$ 957,258.97	\$ 1,552,813.60	
Testing (Burns, Cooley, Dennis)			125.00	•
Preliminary Engineering		77,640.68		77,640.68
Construction Engineering & Inspection	18,633.76	 94,721.62	155,281.36	-
TOTAL COST	\$ 213,627.26	\$ 1,129,621.27	\$ 1,708,219.96	\$ 77,640.68

Funding:

ERBR ELIGIBLE \$ 1,170,000.00 SAP ELIGIBLE ERBR \$ 538,094.96 SAP NON-ELIGIBLE ERBR \$ 77,640.68 TOTAL \$ 1,785,735.64

CALVERT-SPRADLING ENGINEERS, INC. CONSULTING ENGINEERS

PERIODIC ESTIMATE FOR PARTIAL PAYMENT

AMOUNT DUE:

TANNER CONSTRUCTION CO INC

P.O.BOX 460

ELLISVILLE MS 39437

FOR:

ERBR-STP/BR-0013(53)B

ESTIMATE NO. 7 CLAY COUNTY

CONTRACT AMT: \$1,552,813.60

% COMPLETE: 63.22

FROM:

4-01-20 TO 4-30-20

FILE: canecreekbr.est PAGE 1

DECORTOR OF	CONTRACT	ALLOWED	****	UNIT	33401111
DESCRIPTION	QUANTITY	TO DATE	UNIT	PRICE	AMOUNT
MOBILIZATION	L.S.	100.000	L.S.	75000.00	75000.00
CLEARING & GRUB	L.S.	100.000	L.S.	150000.00	150000.00
REMOVAL OF BR	1.000	1.000	UN	95000.00	95000.00
UNCL. EXC.	2930.000	500.000	CY	7.20	3600.00
BORROW EXC	8808.000	1000.000	CY	10.30	10300.00
GRANULAR MATERIAL	2782.000	0.000	CY	32.70	0.00
MSC	3151.000	0.000	SY	1.20	0.00
HOT MIX ASPHALT	483.000	0.000	TON	112.45	0.00
PRIME COAT	945.000	0.000	GAL	5.25	0.00
RUMBLE STRIPE	0.379	0.000	MI	500.00	0.00
36*REIN CONC PIPE	32.000	0.000	LF	125.00	0.00
36"FES	2.000	0.000	EΑ	1650.00	0.00
GUARD RAIL W BEAM	275.000	0.000	LF	21.90	0.00
GUARD RAIL BR END	4.000	0.000	EA	2590.00	0.00
GUARD RAIL TER END	4.000	0.000	EA	2780.00	0.00
ROW MARKERS	16.000	0.000	EA	175.00	0.00
MAINT OF TRAFFIC	L.S.	63.200	L.S.		1896.00
ADDIT CONST SIGNS	0.000	0.000	SF	10.00	0.00
4" EDGE STRIPE	0.500	0.000	MΙ	3000.00	0.00
4" SKIP YELLOW	0.214	0.000	MI	1500.00	0.00
4" CONT YELLOW	1510.000	0.000	${f LF}$	1.00	0.00
RAISED MARKERS	24.000	0.000	EA	7.00	0.00
WARNING SIGN	1,000	0.000	EA	150.00	0.00
OBJECT MARKERS	4.000	0.000	EA	115.00	0.00
AGR LIMESTONE	3.000	0.000	TON	100.00	0.00
COMM FERTILIZER	2.250	0.000	TON	500.00	0.00
AMM NITRATE	1.500	0.000	TON	1600.00	0.00
SEEDING	3.000	0.000	AC	900.00	0.00
MULCH	6.000	0.000	TON	200.00	0.00
SOLID SODDING	100.000	0.000	SY	10.00	0.00
SILT FENCE		2000.000	\mathbf{LF}		7000.00
WATTLES 20"	120.000	0.000	${f LF}$	8.00	0.00
LOOSE RIPRAP 100#	50.000	0.000	TON	54.25	0.00

ESTIMATE NO. 7

CONTRACTOR: TANNER CONSTRUCTION CO INC PROJECT: ERBR-STP/BR-0013(53)B

PAGE 2

DESCRIPTION	CONTRACT QUANTITY	ALLOWED TO DATE	UNIT	UNIT PRICE	AMOUNT
LOOSE RIPRAP	795.000	0.000	TON	54.25	0.00
rest pile	2.000	2.000	EA	9000.00	18000.00
AD TEST	0.000	0.000	EA	4000.00	0.00
<89 STEEL PILING	2145.000	2145.000	LF	64.00	137280.00
PRE-FORMED HOLES	429.000	0.000	\mathbf{LF}	101.90	0.00
BRIDGE CONCRETE	349.050	250.000	CY	1100.00	275000.00
10' PRE CONCRETE BEAM	954.000	954.000	$_{ m LF}$	90.00	85860.00
30' PRE CONCRETE BEAM	319.000	319.000	LF	140.00	44660.00
REINFORCEMENT	69455.000	47148.000	LB	1.20	56577.60
CONCRETE RAILING	640.000	0.000	\mathtt{LF}	53.00	0.00
LOOSE RIPRAP 300#	490.000	385.170	TON	54.25	
GEOT. FABRIC	907.000	300.000	SY	2.45	735.00
		TOTAL	AMT INST	TO DATE	981804.07
This Estimate Certified	i Correct:	LESS	2.5 % RE	TAINAGE	24545.10
01+101	4	TOTAL	AMT DUE	TO DATE	957258.97
Robert L. Calver	1		REV PAYM		762265.47
CALVERT-SPRADLING ENGRS	S., INC.				
-	•	AMT DU	E THIS E	STIMATE	194993.50

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

662-494-7101

Clay County Board of Supervisors

P. O. Box 815

West Point, MS 39773

Invoice number

8775

Date

05/05/2020

Project 217-157 CCBS - CARADINE-COUNTY LINE RD STP/BR-0013(53)B/ERBR-13(01)

Description		Contract Amount	Percent Complete	Prior · Billed	Total Billed	Current Billed
01 Preliminary		77,640.68	100.00	77,640.68	77,640.68	0.00
03 Construction		155,281.36	61.00	76,087.86	94,721.62	18,633.76
	Total	232,922.04	74.00	153,728.54	172,362.30	18,633.76

Invoice total 18,633.76

Approved by:

Robert 1. about

CC: Contractor

Office of State Aid Road Construction

Mississippi Department of Transportation



Monthly Report of County Engineer

Project Numbe	er ERBR-STP/BR-0013(53)B	County CLAY		Date 5-2-20	
Contractor Tar	nner Construction Co Inc	From 4-01-2020 , 20 to	4-30-202Q ₀		
1. (🍙 Accompany	ing Current Estimate No. 7	,			
~	is being submitted this month due to:				
C)	Suspension- Of-Work for period of				
()	Insufficient work				
\mathbf{C}	No work				
(C)					
Check	(X) above what is applicable, and when neces 63.22 % Complete	sary to clarify state in detail the reasons. 65.83 Elapsed Time			
		••	1	NUMBER OF DAYS	
	DATES CURRENT MONT	H	Current	Previously	Total
4.5	40.40.00 4.07		Month	Reported	
="	12,19,26 _{olidays:} 4-27		5	31 25	36 30
Saturday Credit ((Over 40 Hours):		4	25	29
Rain:	4-8,13,14,20,2	3	5	34	39
Highwater:					
					•
Snow:					
Cold Weather:					
Wet Soil:	•		0	20	20
,					
Delays by State	(State Reasons):		0	4	4
1					
Other Delays (S	tate Reasons & Authority):				
Working Days C	Charged: 1,2,3,6,7,9,10,15,16,17,21	,22,24,28,29,30	16	63	79
Totals			30	177	207
Contract Time	20 _{Working Days: Original} 120	; Approved Extension 0	; Ta	_{tal} 120	
Remarks:					
				n. 4.	- / A-
00 0 4 4		Constit	ad Correct	Root 1. a	lues

Certified Correct:

County Engineer

Office of State Aid Road Construction

Mississippi Department of Transportation



Monthly Report of County Engineer

Project Number	r ERBR-STP/BR-0013(53)B	County CLAY		Date 5-2-20	
Contractor Tan	_	From 4-01-2020 , 20	to 4-30-202Q ₀		
-	ng Current Estimate No.				
. () No estimate is	s being submitted this month due to:				
\circ	Suspension- Of-Work for period of				
\mathbf{C}	Insufficient work				
\mathbf{c}	No work				
$\langle C \rangle$					
Check (7	K) above what is applicable, and when necessa 63.22 % Complete	ry to clarify state in detail the read 65.83, Elapsed Time	ons.		
	DATES CURRENT MONTH		1	NUMBER OF DAYS	
			Current Month	Previously Reported	Total
Sundays: 4-5,1	2,19,26 _{lolidays:} 4-27		5	31	36
Saturday Credit (O			4	25	29
Rain:	,				
	4-8,13,14,20,23		5	34	39
Highwater:					
·					
Snow:					
Cold Weather:				_	
	•		_		
Wet Soil:			0	20	20
			0	4	4
Delays by State (St	tate Reasons):		0	4	4
Other Delays (State	e Reasons & Authority):				
	_	-			
Working Days Cha	arged: ,2,3,6,7,9,10,15,16,17,21,2	2 24 28 29 30	16	63	79
7 -1,	,2,0,0,7,0,10,10,10,11,21,2	2,24,20,20,00	10	00	, 0
Tetale			30	177	207
Totals					
Contract Time 12	Oworking Days: Original 120	; Approved Extension () ; Toi	ավ 120	
Remarks:					
					. / /
			fe fe	buth. 6	lust
CC: Contractor		C	ermica Coneca.		
			Cou	nty Engineer	

SUPREME COURT OF MISSISSIPPI

Administrative Office of Courts

YOUTH COURT SUPPORT FUND

BUDGET ALLOCATION SFY 2021

Name of County: ______

BUDGET LINE ITEMS	ANNUAL FUND ALLOCATION
SALARIES	12,000.00
FRINGE BENEFITS	
TRAVEL	
COMMODITIES	
CONTRACTUAL SERVICES	4980.00
EQUIPMENT (Attach itemized list of equipment purchased over \$1,000 w/copy of receipt)	
TOTAL	*12380.00

(Authorized Signature)

(Please Type or Print Name)

Send to: Mary Fuller, Administrative Office of Courts, P. O. Box 117, Jackson, MS 39205-0117

Phone (601) 576-4627 Fax (601) 576-4639

Email mfuller@courts.ms.govFor

Title: Wancery Clerk Date: 5.12.2000

For Job Descriptions and Salary Ranges, go to The Mississippi Supreme Court website:

http://courts.ms.gov/trialcourts/youthcourt_jobdescriptions.pdf

Certification of MYCIDS Compliance

I certify that County employs an intake officer(s) in accordance
with Miss. Code Sections 43-21-115, "In every youth court division, the judge shall appoint as
provided in Section 43-21-123 one or more persons to functions as the intake unit for the youth
court division. The youth court intake unit shall perform all duties specified by this chapter. If
the person serving in the youth court intake unit is not already a salaried public employee, the
salary for such person shall be fixed on order of the judge as provided in Section 43-21-123 and
shall be paid by the county, as the case may be, out of any available funds budgeted for the youth
court by the board of supervisors."
· · · · · · · · · · · · · · · · · · ·
I also certify that Clay County meets the minimum requirements of the June 4, 2015 Mississippi Supreme Court Order.
4, 2015 Mississippi Supreme Court Order.
The MYCIDS implementation shall, at a minimum require:
 Youth Courts to prepare all court orders, petitions, summons, and notices in MYCIDS;
(2) Youth Courts to save all documents filed in a Youth Court case in MYCIDS; and
(3) Youth Courts to timely input, into MYCIDS, all intake, custody, referral, petition, and
hearing data related to a youth, his or her family, and the Youth Court's involvement with the same."
If the County is not in compliance in one or more of the above, please explain and
indicate when non-compliance issues will be implemented.
Signed by (Youth Court Judge or Referee)
Printed name: Manas S-Slapen Ja
Date: 5/6/20
*CEDTIFICATION IS DECLIDED NO I ATED THAN 5.00 DM. HINE 15, 2020. Fiscal

*CERTIFICATION IS REQUIRED NO LATER THAN 5:00 P.M. JUNE 15, 2020. Fiscal Reports for Reimbursement will not be processed until the Certification is received by the Administrative Office of Courts.

BUTLER | SNOW

Post Office Box 6010 Ridgeland, MS 39158-6010 Main (601) 948-5711 Fax (601) 985-4500

Client: Clay County, Mississippi Matter Number: 030539.138621

Billing Professional: Elizabeth Lambert Clark

Invoice Number: 10257961 Invoice Date: April 10, 2020

Matter: Continuing Disclosure

INVOICE DETAIL

PROFESSIONAL FEES

DESCRIPTION

Fees and expenses for services rendered for preparation and submission of Continuing Disclosure Statement for Fiscal Year 2019.

TOTAL CURRENT BILLING FOR THIS MATTER

\$3,000.00

Invoice



Bill To

PO Box 1328 Columbus, MS 39703

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

Date	Invoice :	¥
5/15/2020	256489	

 -		
item Code	Description	Amount
Clay County Reimbursement	Jones Walker 1028512 - Project Optimus	93.00
	Dues and Trust fees to Golden Triangle Development Link may be deductible as a necessary business expense for income tax purposes. However, the portion of your dues and Trust fees used to fund lobbying activities is not deductible. For the year, that portion is 10%. The Link's dues and Trust fees are not deductible as charitable	

Total \$93.00

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

FED. I.D.# 72-0445111

VIA EMAIL: MWILSON@GTRLINK.ORG

APRIL 30, 2020 INVOICE NO. 1028512

RE: GENERAL PROJECT ADVICE - CLAY COUNTY

FILE NO. 140681-02

FOR PROFESSIONAL SERVICES RENDERED:

DATE INIT ACTION

HOURS

.20

03/26/20 CSP TELEPHONE CONFERENCE WITH J. HIGGINS RE PROPOSED ORIGIS EXPANSIONS IN CLAY COUNTY AND

TOTALS

LAND AVAILABLE FOR SAME; ADVISE RE AUTHORITY OF CLAY COUNTY EDD TO CONVEY PROPERTY FOR SOLAR

PROJECT.

TOTAL HOURS:

0.20

93.00

TOTAL FEES:

\$93.00

-----* RATE HOURS FEES, *----* .20 CHRISTOPHER S. PACE 465.00 93.00 93.00

\$0.00

TOTAL FEES AND COSTS:

TOTAL COSTS:

.20

\$93.00

APRIL 30, 2020

INVOICE NO.: 1028512 FILE NUMBER: 140681-02

FILE NAME: GENERAL PROJECT ADVICE - CLAY COUNTY

** REMITTANCE COPY *

TOTAL FEES: \$93.00

TOTAL COSTS: \$0.00

LESS CREDITS: \$0.00

TOTAL CURRENT FEES AND COSTS DUE \$93.00

BALANCE DUE ON PRIOR INVOICES:

DATE INVOICE NO. BALANCE 09/27/18 953974 \$2679.50 04/30/19 981259 \$850.00

TOTAL PRIOR INVOICES DUE: \$3,529.50

TOTAL AMOUNT DUE:

\$3,622.50

PAGE 2

PLEASE SEND PAYMENT AND REMITTANCE COPY TO:

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

APRIL 30, 2020

INVOICE NO.: 1028512 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 PAGE 3

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PLEASE INCLUDE OUR INVOICE NUMBER(S) IN THE WIRE OR ACH TEXT OR E-MAIL

APPLICATION INSTRUCTIONS TO JWAR@JONESWALKER.COM

APRIL 30, 2020

INVOICE NO.: 1028512 FILE NUMBER: 140681-02

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

PAGE

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



Bill To

PO Box 815

West Point, MS 39773

PO Box 1328 Columbus, MS 39703

Clay County Board of Supervisors

Invoice

Date	Invoice #
5/15/2020	256548

Item Code	Description	Amount
Clay County Reimbursement	Brunini Law Firm 246825	1,925.0
	4	

Dues and Trust fees to Golden Triangle Development Link may be deductible as a necessary business expense for income tax purposes. However, the portion of your dues and Trust fees used to fund lobbying activities is not deductible. For the year, that portion is 10%. The Link's dues and Trust fees are not deductible as charitable contribution.

Total \$1,925.00



Post Office Drawer 119 Jackson, Mississippi 39205 Telephone: 601.948.3101 Tax ID#: 64-0527877

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

Invoice Date: May 12, 2020

Invoice No: 246825

Matter: 12436.31914

Billing Attorney: J. Flowers

RE: Real Estate Purchase

FOR PROFESSIONAL SERVICES RENDERED THROUGH APRIL 30, 2020

<u>Date</u>	<u>Professional</u>	Description	<u>Hours</u>	<u>Amount</u>
04/13/20	JGF	All work including receive checks for landowners' deliver to Bryan; meet with Ferrell's at PLI and answer questions and then get executed document; go to Moon and take Jan Robertson's to notify; discussion, return to PLI and return to office and forward to B. Snow.	5.50	1,925.00

Subtotal Fees:

1,925.00

SUMMARY OF PROFESSIONAL SERVICES

PROFESSIONAL	HOURS	HOURLY RATE	AMOUNT
J. G. Flowers	5.50_	350.00	1,925.00
	5.50		1.925.00

TOTAL CURRENT BILLING:

1,925.00

TOTAL AMOUNT DUE:

1,925.00

Invoice

Amount

186.00



Bill To

PO Box 1328 Columbus, MS 39703

Date	Invoice #
5/6/2020	256491

PO Box 815 West Point, MS 39773			
Item Code		Description	
Clay County Dainshuggenent	Tongs Walker 1029510		

Dues and Trust fees to Golden Triangle Development Link may be deductible as a necessary business expense for income tax purposes. However, the portion of your dues and Trust fees used to fund lobbying activities is not deductible. For the year, that portion is 10%. The Link's dues and Trust fees are not deductible as charitable contribution.

Total \$186.00

JONES WALKER LLP

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

FED. I.D.# 72-0445111

VIA EMAIL: MWILSON@GTRLINK.ORG

APRIL 30, 2020 INVOICE NO. 1028510

RE: GENERAL PROJECT ADVICE

FILE NO. 140681-00

FOR PROFESSIONAL SERVICES RENDERED:

DATE INIT ACTION

HOURS

03/02/20 CSP REVIEW AND RESPOND TO CALL FROM J. HIGGINS RE PROCEDURES FOR LAST MINUTES CHANGES TO PUBLIC BOARD MEETING AGENDAS; RELATED TELEPHONE CONFERENCE WITH SAME; FORWARD MUNICIPAL CLERKS HANDBOOK TO J. HIGGINS VIA EMAIL WITH RULES CITATIONS; REVIEW PROPOSED CHANGES MADE BY B. THOMPSON TO MEMO RE FILOT/MAEP PROBLEM; EDIT AND REVISE SAME AND SEND UPDATED MEMO TO B.

THOMPSON FOR DISTRIBUTION TO LEGISLATORS.

03/03/20 CSP CORRESPONDENCE WITH J. HIGGINS RE ORIGIS EXPANSIONS; REVIEW, EDIT AND REVISE DRAFT SITE ACCESS AGREEMENT AND REVERT SAME TO J. BRADY;

RELATED CORRESPONDENCE WITH SAME.

03/04/20 CSP PREPARE DRAFT OF ADMINISTRATIVE SERVICES

AGREEMENT BETWEEN THE LINK AND THE LCIDA.

03/05/20 CSP PREPARE DRAFT OF ADMINISTRATIVE SERVICES AGREEMENT BETWEEN THE LINK AND THE LCIDA.

03/05/20 BMF REVIEW AND DRAFT COMMENTS TO DRAFT ADMINISTRATIVE SERVICES AGREEMENT; CONFERENCE

WITH C. PACE RE SAME. 03/06/20 CSP PREPARE DRAFT OF ADMINISTRATIVE SERVICES

AGREEMENT BETWEEN THE LINK AND THE LCIDA; L

CIRCULATE DRAFT TO J. HIGGINS AND M. FISACKERLY.

1.20 558.00

. 90

3.10

2.70 1255.50

1.60 600.00

3.20 1488.00

APRIL 30, 2020

INVOICE NO.: 1028510 FILE NUMBER: 140681-00

FILE NAME: GENERAL PROJECT ADVICE

* * * REMITTANCE COPY * *

TOTAL FEES: \$8,133.00

PAGE 3

TOTAL COSTS: \$0.00

LESS CREDITS: \$0.00

TOTAL CURRENT FEES AND COSTS DUE \$8,133.00

BALANCE DUE ON PRIOR INVOICES:

DATE INVOICE NO. BALANCE 04/30/19 981257 \$776.30 05/28/19 984573 \$6885.00 06/28/19 989218 \$6772.50

TOTAL PRIOR INVOICES DUE: \$14,433.80

TOTAL AMOUNT DUE: \$22,566.80

PLEASE SEND PAYMENT AND REMITTANCE COPY TO:

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

APRIL 30, 2020 INVOICE NO.: 1028510 FILE NUMBER: 140681-00

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

PAGE

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

APRIL 30, 2020

INVOICE NO.: 1028510 FILE NUMBER: 140681-00

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

PAGE

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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

Calculation of Estimated Contributions/Wages For Constables May 2020

Calculation:

Gross Fee Income * Minimum Withholding Rate Estimated Contributions	Lewis Stafford \$950.00 11% \$104.50	Sherman Ivy \$720.00 11% \$79.20	(Input)
Estimated Contributions Divided by PERS EE/ER Estimated Wages To Be Reported To PERS	\$104.50 21.93% <u>\$476.52</u>	\$79.20 21.93% \$361.15	
Estimated Wages Multiplied by PERS EE Rate Estimated PERS EE Contributions	\$476.52 9.00% \$42.89	\$361.15 9.00% \$32.50	
Estimated Wages Mulitiplied by PERS ER Rate Estimated PERS ER Contributions	\$476.52 17.40% \$82.91	\$361.15 17.40% \$62.84	

**Summary of Wages and Contributions to be reported to PERS For Constables: **

Estimated Wages	\$476.52	\$361.15	
Estimated PERS EE Contributions	\$42.89	\$32.50	75.39
Estimated PERS ER Contributions	\$82.91	\$62.84	145.75
Total Estimated Contributions	\$125.80	\$95.34	

Funds to be Paid to Constables

Gross Fee Income	\$950.00	\$720.00
Less: Total Estimated PERS EE/ER Contribu	\$125.80	\$95.34
Net Gross	\$824.20	\$624.66

Need an order to transfer to Payroll Clearing fund \$ 221.14 to remit with Retirment Contributions

^{*} Gross Fee Income is turned in to comptroller by the Justice Court Deputy.

BANKFIRST GENERAL COUNTY

FUND ###	FUND NAME	BEGINNING BALANCE	CASH DISBURSEMENTS	CASH RECEIPTS	ADJUSTING ENTRIES	ENDING BALANCE
001	GENERAL COUNTY	1,705,305.36	731,531.18-	385,842.34		1,359,616.52
010	COUNTY COURT COMPLEX FUND	110,749.59	77,699.22-		39,553.75-	6,503.38-
012	FORFEITURE FUND (SHERIFF)	40,333.63				40,333.63
013	UTILIZATION	232,087.96	9,000.00-	4,034.07		227,122.03
015	TVA FEDERAL- IN LIEU MONIES	35,948.28				35,948.28
018	TVA - SPECIAL	274,916.85				274,916.85
020	HOUSE BILL #1330 MONIES	20,706.73		910.00		21,616.73
022	SHERIFF FEES- WIRELESS COMMUNICATIONS PROGRAM					
025	REAPPRAISAL 2008	518.97				518.97
032	DTL BUILDING RENOVATION NOTES					
038	HOMELAND SECURITY GRANT					
040	SHERIFF'S INMATE CANTEEN	57,752.91	2,518.76-	3,193.94		58,428.09
041	SHERIFF'S CANINE DRUG UNIT	13.68				13.68
042	LAW FIT SPECIAL FUND					
045	CARTHOUSE FACILITY MAINT FUND % COMMUNITY COUN	28,102.53				28,102.53
060	MS DEFT OF PUBLIC SAFETY #07H12611					
068	ENERGY EFFICIENCY COMMUNITY BLOCK GRANT (EECBG					
075	PHEBA RECREATIONAL TRAIL GRANT #28-RTP-0192					
076	CDBG SILOAM WATER ASSOC. PR #1131-14-013-PF-01					
078	YOKOHAMA BLVD - STATE AID ROAD PROJECT					
081	ROAD REPAIR PROJECTS	19,853.94				19,853.94
083	WEST CHURCH HILL ROAD RECONSTRUCTION					
084	RAIL SPUR MAINTENANCE FUND	34,000.00				34,000.00
086	CHUQUATONCHEE CONSOLIDATED DRAINAGE DISTRICT	76,433.34			•	76,433.34

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CLAY COUNTY BOARD OF SUPERVISORS CASH IN BANK REPORT FOR PERIOD ENDED APRIL 30, 2020 PAGE 2 GLCIBPR

BANKFIRST GENERAL COUNTY

FUND ###	FUND NAME	BEGINNING BALANCE	CASH DISBURSEMENTS	CASH RECEIPTS	ADJUSTING ENDING ENTRIES BALANCE
095	SPECIAL LIBRARY LEVY	15,450.95	15,412.02-	2,299.61	2,338.54
097	E911 FUND	32,322.56	38,330.38-	13,823.00	7,815.19
104	LAW LIBRARY	712.26	170.08-	366.50	908.68
108	ELECTION SUPPORT FUND	92,214.45	2,505.00-		89,709.45
109	16TH CIRCUIT COURT DRUG COURT FEES & DONATIONS	22,744.95			22,744.95
110	TOM SOYA GRAIN FUND	40,414.53		886.50	. 41,301.03
112	DRUG COURT - AOC GRANT				
114	VOLUNTEER FIRE DEPARTMENT	47,450.28	3,129.80-	1,759.02	46,079.50
116	INSURANCE REBATE MONIES	58,452.36	2,993.38-	70,000.00	125,458.98
117	EXCESS VOLUNTEER FIRE INS REBATE MONIES	150.79			150.79
120	BUILDING CODE TRAINING				
132	PHEBA AGRICULTURAL SCHOOL RENOVATION				
135	EMERGENCY MEDICAL SERVICES OPERATING FUND GRAN	14,270.12		12,558.00	26,828.12
138	TVA BRIDGE BOND MONEY	114,673.99	10,449.48-	8,925.61	113,150.12
140	GRAHAM ROOFING ESCROW FUND	34,239.96			34,239.96
142	HENSON CONSTRUCTION ESCROW PROCEEDS	20,501.82			20,501.82
145	CDBG RURAL IMPACT ULTRA-LIFE GRANT				
151	DISTRICT 1 ROAD	26,008.75	2,593.61-	5,000.05	28,415.19
152	DISTRICT 2 ROAD	71,500.35	2,589.99-	5,100.05	74,010.41
153	DISTRICT 3 ROAD	89,073.55	8,542.82-	5,000.05	85,530.78
154	DISTRICT 4 ROAD	165,464.37	6,656.65-	5,000.05	163,807.77
155	DISTRICT 5 ROAD	123,972.39	10,472.79-	5,100.05	118,599.65
161	DISTRICT 1 BRIDGE	318,604.57	13,474.80-	5,647.98	310,777.75
162	DISTRICT 2 BRIDGE	164,381.75	29,902.42-	5,647.95	140,127.28
163	DISTRICT 3 BRIDGE	204,308.63	21,295.85-	5,647.93	188,660.71

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CLAY COUNTY BOARD OF SUPERVISORS CASH IN BANK REPORT FOR PERIOD ENDED APRIL 30, 2020 PAGE 3 GLCIBPR

BANKFIRST GENERAL COUNTY

FUND ###	FUND NAME	BEGINNING BALANCE	CASH DISBURSEMENTS	CASH RECEIPTS	ADJUSTING ENTRIES	ENDING BALANCE
164	DISTRICT 4 BRIDGE	159,602.68	23,826.25-	5,647.91		141,424.34
165	DISTRICT 5 BRIDGE	298,573.39	32,636.32-	5,647.86		271,584.93
171	D-1 ROAD CONSTRUCTION - USE TAX	8,718.76				8,718.76
172	D-2 ROAD CONSTRUCTION - USE TAX	13,078.13				13,078.13
173	D-3 ROAD CONSTRUCTION - USE TAX	18,355.27				18,355.27
174	D-4 ROAD CONSTRUCTION - USE TAX	16,290.31				16,290.31
175	D-5 ROAD CONSTRUCTION - USE TAX	20,037.84				20,037.84
184	DISTRICT 4 ROAD CONSTRUCTION 1993 ISSUE					
205	\$1M EMCC COMMUNIVERSITY NOTE			1,649.09		1,649.09
210	ELLIS CLINIC & JAIL RENOVATION					
211	COURTHOUSE REMODELING & BLLIS CLINIC PURCHASE					
212	DHS BUILDING B & I					
214	COUNTY COURT COMPLEX DEBT SVC				39,553.75	39,553.75
215	DHS DRAINAGE CONSTRUCTION NOTES					
216	COURTHOUSE NEW ROOF NOTES 2010					-
217	DTL BUILDING NOTES 2011					
218	REAPPRAISAL 2008 NOTE					
219	DTL BUILDING NOTES 2012					
220	\$230,000 G/O 2014 CONSTRUCTION & ACQUISITION	12,505.16		29.23		12,534.39
221	DISTRICT 1 ROAD BOND & INTEREST-1997 ISSUE					
224	DISTRICT 4 ROAD BOND & INTEREST-1993 ISSUE					
225	DISTRICT 5 ROAD BOND & INTEREST-2000 ISSUE					
230	DISTRICT 3 ROAD BOND & INTEREST - 2000 ISSUE	16,008.54		286.57		16,295.11
231	DISTRICT 2 ROAD B & I 2001 ISSUE	17,142.52		599.73		17,742.25
233	D-4 ROAD B & I 2000	12,816.85				12,816.85

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5/27/2020 ` 12:59:14 CLAY COUNTY BOARD OF SUPERVISORS CASK IN BANK REPORT FOR PERIOD ENDED APRIL 30, 2020 PAGE 4 GLCIBPR

BANKFIRST GENERAL COUNTY

FUND ###	FUND NAME	BEGINNING BALANCE	CASH DISBURSEMENTS	CASH RECEIPTS	ADJUSTING ENTRIES	ENDING BALANCE
234	D-3 SHED B & I 1999					
240	DISTRICT 4 ROAD B & I 2008	4,831.33		286.02		5,117.35
241	D-1 ROAD B & I 2013 ISSUANCE DEBT SVC	15,792.13		814.59		16,606.72
244	DISTRICT 4 REIMB TO OTHER DISTRICTS FOR UNA CO	443.60		2.24		445.84
245	\$45,000 LAND G/O 2016 ISSUE					
250	D-5 ROAD B & I 2013 ISSUANCE DEET SVC	19,103.70	45,362.50-	208.99		26,049.81-
255	UNA COMMUNITY CENTER G/O NOTES 2017	14,087.66		401.44		14,489.10
300	JAIL RENOV & ELLIS CLINIC CONSTR FUND 11/2006					
305	FISHER MARINE BUILDING RENOVATION					
310	DTL BUILDING CONSTRUCTION FUND 2011					
320	\$230,000 G/O 2014 CONSTRUCTION AND ACQUISITION	64,811.00				64,811.00
335	DISTRICT 1 B&I CONSTRUCTION - 2013 ISSUE	91.27				91.27
345	DISTRICT 4 ROAD 9&1 2008 CONSTRUCTION FUND					
360	DISTRICT 5 B & I CONSTRUCTION - 2013 ISSUE					
370	UNA COMMUNITY CENTER G/O NOTES 2017					
400	SANITATION	224,654.68	30,712.65-	39,796.76		233,738.79
650	JUDICIAL ASSESSMENT CLEARING FUND	29,795.70	29,795.70-	15,445.50		15,445.50
690	EMJC MAINTENANCE	37,916.59	37,916.59-	5,691.96		5,691.96
691	10 YEAR PLEDGE					
692	EMCC CAPITAL IMPROVEMENT CAMPAIGN	24,202.20	24,202.20-	3,617.94		3,617.94
695	EMCC TUITION FREE GUARANTEE PROGRAM	18,750.00-				18,750.00-
697	VO-TECH MAINTENANCE	20,706.11	20,706.11-	3,110.80		3,110.80
698	VO-TECH CAPITAL	19,286.08	18,286.08-	2,744.62		2,744.62
699 ** TC	TOMBIGBEE RIVER VALLEY WATER MGMT.DIST. TALS ** BANKFIRST GENERAL COUNTY	23,933.06 5,366,671.71	23,933.06- 1,276,645.69-			3,592.12 4,726,342.09

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CLAY COUNTY BOARD OF SUPERVISORS CASH IN BANK REPORT FOR PERIOD ENDED APRIL 30, 2020 PAGE 5 GLCIBPR

BANKFIRST BRYAN PUBLIC LIBRARY

FUND	FUND NAME	BEGINNING	CASH	CASH	adjusting	ENDING
###		BALANCE	DISBURSEMENTS	RECEIPTS	entries	BALANCE
072 ** TO	BRYAN PUBLIC LIBRAY DTALS ** BANKFIRST BRYAN PUBLIC LIBRARY	100,000.00				100,000.00

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CLAY COUNTY BOARD OF SUPERVISORS CASH IN BANK REPORT FOR PERIOD ENDED APRIL 30, 2020 PAGE 6 GLCIBPR

BANKFIRST CANE CREEK PROJECT

FUND	BEGINNING	CASH	Cash	ADJUSTING	ENDING
### FUND NAME	BALANCE	DISBURSEMENTS	Receipts	ENTRIES	BALANCE
087 CANE CREEK PROJ #ERBR-STP/BR-0013(53)B ** TOTALS ** BANKFIRST CANE CREEK PROJECT	918,944.49 918,944.49	52,627.86- 52,627.86-			866,316.63 866,316.63

CLAY COUNTY BOARD OF SUPERVISORS CASH IN BANK REPORT FOR PERIOD ENDED APRIL 30, 2020 PAGE 7 GLCIBPR

BANKFIRST MHOON VALLEY PROJECT

FUND	BEGINNING	CASH	CASH	ADJUSTING	ENDING
### FUND NAME	BALANCE	DISBURSEMENTS	RECEIPTS	ENTRIES	BALANCE
088 MHOON VALLEY PROJ #ERBR-13(02) ** TOTALS ** BANKFIRST MHOON VALLEY PROJECT	23,013.60 23,013.60	3,783.00- 3,783.00-			19,230.60 19,230.60

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CLAY COUNTY BOARD OF SUPERVISORS CASH IN BANK REPORT FOR PERIOD ENDED APRIL 30, 2020 PAGE 8 GLCIBPR

NRCS GRANT ACCT

FUND ### PUND NAME BEGINNING CASH BALANCE DISBURSEMENTS CASH RECEIPTS ending Balance

ADJUSTING

ENTRIES

073 NRCS PROJECT GRANTS
** TOTALS ** MRCS GRANT ACCT

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CLAY COUNTY BOARD OF SUPERVISORS CASH IN BANK REPORT FOR PERIOD ENDED APRIL 30, 2020 PAGE 9 GLCIBPR

\$11M INDUSTRIAL DEV BOND MONEY

FUND ###	FUND NAME	BEGINNING BALANCE	CASH DISBURSEMENTS	CASH RECEIPTS	ADJUSTING ENTRIES	ENDING BALANCE
080	\$11M INDUSTRIAL DEVELOPMENT BONDS					
227 ** TO	\$11M INDUSTRIAL DEV BONDS DEBT SVC FUND TALS ** \$11M INDUSTRIAL DEV BOND MONEY	323,683.36 323,683.36				323,603.36 323,603.36

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CLAY COUNTY BOARD OF SUPERVISORS CASH IN BANK REPORT FOR PERIOD ENDED APRIL 30, 2020 PAGE 10 GLCIBPR

HOME PROJECT 2011 - RENASANT

FUND BEGINNING CASH CASH ADJUSTING ENDING ### FUND NAME BALANCE DISBURSEMENTS RECEIPTS ENTRIES BALANCE

082 HOME PROJECT GRANT #M1123-SG-280-181
** TOTALS ** HOME PROJECT 2011 - RENASANT

CLAY COUNTY BOARD OF SUPERVISORS CASH IN BANK REPORT FOR PERIOD ENDED APRIL 30, 2020 PAGE 11 GLCIBPR

RENASANT BANK- MULTI MODAL GR

 FUND
 BEGINNING
 CASH
 ADJUSTING
 ENDING

 ###
 FUND NAME
 BALANCE
 DISBURSEMENTS
 RECEIPTS
 ENTRIES
 BALANCE

058 MULTI-MODAL GRANT #PMM-11(014) 2011 ** TOTALS ** RENASANT BANK- MULTI MODAL GR

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CLAY COUNTY BOARD OF SUPERVISORS CASH IN BANK REPORT FOR PERIOD ENDED APRIL 30, 2020 PAGE 12 GLCIBPR

NBC- TRIAD GRANT% SHERIFF DEPT

FUND	BEGINNING	CASH	CASH	ADJUSTING	ENDING
### FUND NAME	BALANCE	DISBURSEMENTS	RECEIPTS	ENTRIES	BALANCE
035 TRIAD GRANT % SHERIFF'S DEPT ** TOTALS ** NBC- TRIAD GRANT% SHERIFF DEPT	.69 .69				.69 .69

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CLAY COUNTY BOARD OF SUPERVISORS CASH IN BANK REPORT FOR PERIOD ENDED APRIL 30, 2020 PAGE 13 GLCIBPR

EMERGENCY EMPLOYMENT ACCOUNT

PUND ### 	FUND NAME	BEGINNING BALANCE	CASH DISBURSEMENTS	CASH RECEIPTS	ADJUSTING ENTRIES	ENDING BALANCE
107 ** TO	EMERGENCY EMPLOYMENT SECURITY ACCOUNT TALS ** EMERGENCY EMPLOYMENT ACCOUNT	56,465.95 56,465.95				56,465.95 56,465.95

CLAY COUNTY BOARD OF SUPERVISORS CASH IN BANK REPORT FOR PERIOD ENDED APRIL 30, 2020 PAGE 14 GLCIBPR

E911 ADDRESSING SYSTEM (ARC)

FUND BEGINNING CASH CASH ADJUSTING ENDING ### FUND NAME BALANCE DISBURSEMENTS RECEIPTS ENTRIES BALANCE

030 E911 ADDRESSING SYSTEM (ARC) GRANT ** TOTALS ** E911 ADDRESSING SYSTEM (ARC)

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5/27/2028 12;58:14 CLAY COUNTY BOARD OF SUPERVISORS CASH IN BANK REPORT FOR PERIOD ENDED APRIL 30, 2020 PAGE 15 GLCIBPR

RENASANT BANK- GENERAL COUNTY

FUND BEGINNING CASH CASH ADJUSTING ENDING
FUND NAME BALANCE DISBURSEMENTS RECEIPTS ENTRIES BALANCE

692 EMCC CAPITAL IMPROVEMENT CAMPAIGN
** TOTALS ** RENASANT BANK- GENERAL COUNTY

7.3

CLAY COUNTY BOARD OF SUPERVISORS CASH IN BANK REPORT FOR PERIOD ENDED APRIL 30, 2020 PAGE 16 GLCIBPR

RENASANT BANK- PAYROLL

FUND	BEGINNING	CASH	CASH	ADJUSTING	ending
### FUND NAME	BALANCE	DISBURSEMENTS	RECEIPTS	ENTRIES	Balance
681 PAYROLL CLEARING	12,543.58		430,822.00	304,212.50-	139,153.08
** TOTALS ** RENASANT BANK- PAYROLL	12,543.58		430,822.00	304,212.50-	139,153.08

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CLAY COUNTY BOARD OF SUPERVISORS CASH IN BANK REPORT FOR PERIOD ENDED APRIL 30, 2020

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RENASANT BANK- INSURANCE ACCT

FUND ###	FUND NAME	BEGINNING BALANCE	CASH DISBURSEMENTS	CASH RECEIPTS	ADJUSTING ENTRIES	ending Balance
687	INSURANCE CLEARING	65,405.30	32,356.03-	169,613.24		202,662.51
	FLEXIBLE SPENDING TALS ** RENASANT BANK- INSURANCE ACCT AND TOTALS **	7,775.00 73,180.30 6,874,503.68	32,356.03- 1,365,412.58-	437.50 170,050.74 1,237,188.81	304,212.50-	8,212.50 210,875.01 6,442,067.41

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EXHIBIT M

Amy Berry

From: Pamela Wilder <Pamela.Wilder@butlersnow.com>

Sent: Friday, April 17, 2020 8:38 AM aberry@claycounty.ms.gov

Cc: angela@turnerlaw.com; angela@bturnerlaw.com

Subject: FY 2019 Continuing Disclosure Submissions - Clay County, MS.PDF
Attachments: FY 2019 Continuing Disclosure Submissions - Clay County, MSIButl

FY 2019 Continuing Disclosure Submissions - Clay County, MS[ButlerSnow_

52468122v1].PDF; Clay County BSLLP Statement - 030539.138621.pdf

Importance:

High

BUTLER SNOW

Greetings,

We hope that you are safe and well!

Attached please find copies of the County's Disclosure Submission, filed for and on behalf of the County for the fiscal year ended September 30, 2019. Please review and make sure that all of the information contained in the Disclosure Submission is correct. If there are any revisions, please e-mail the changes to pamela.wilder@butlersnow.com. Upon receipt of the revisions, we will file a supplement to the Disclosure Submission with the appropriate repository. If there are no changes, please retain a copy of the Disclosure Submission for your records. We suggest that the Disclosure Submission be spread upon the minutes of the Board at its next meeting. Please also place the attached statement for the FY 2019 continuing disclosure services in line for payment.

Please note the following items included in the Disclosure Submission and the filing dates for each item



*The County's most recent available audit for FY 2016 was filed on 2/06/18. In order to comply with the County's Continuing Disclosure Agreement(s), please send the 2017, 2018 and 2019 Audited Financial Statements for submission when they become available.

If you have any questions, please do not hesitate to contact us. We appreciate the opportunity to work with you again this year and look forward to working with you in the future.

Very truly yours,

BUTLER SNOW LLP

Elizabeth Lambert Clark

Citizatako Lavut Combe

Pamela R. Wilder Paralegal Butler Snow, LLP

D: (601) 985-4335 | F: (601) 985-4500 1020 Highland Colony Parkway, Suite 1400, Ridgeland, MS 39157 P.O. Box 6010, Ridgeland, MS 39158-6010 Pamela.Wilder@butlersnow.com | vCard

FOR BUTLER SNOW'S COVID-19 RESOURCE HUB, BUIGS HERE.

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APPENDIX A - ECONOMIC AND DEMOGRAPHIC INFORMATION FISCAL YEAR 2019 CLAY COUNTY, MS

APPENDIX A ECONOMIC AND DEMOGRAPHIC INFORMATION

General Description

Clay County, Mississippi (the "County"), is located in the black prairie hills of northeast Mississippi and had its early beginnings as an agricultural and railroad town. It is also located at the top of the "Golden Triangle" which is comprised of the cities of West Point, Columbus, and Starkville. It is the northern-most point of the Golden Triangle area, with Columbus and Starkville being the southern point of the triangle. The County is located 136 miles west of Birmingham, Alabama 142 miles northeast of Jackson, Mississippi the capital city of the State of Mississippi, and 140 miles southeast of Memphis, Tennessee.

Population

The population of the County has been recorded as follows:

.1990	2000	200	2012 Estimate
21,151	21,972	20,558	19,386

SOURCE: Census Data at website: www.census.gov; February 2020.

Government

The Governing Body of the County is the Board of Supervisors consisting of five supervisors, each of whom is elected from a separate district or "beat". The members of the Board of Supervisors are elected for concurrent four year terms. The current members of the Board of Supervisors are:

Name	Öccüpation	Position Held Since
Lynn "Don" Horton	Supervisor	2005
Luke Lummus	Supervisor/Cattle Farmer/Professional Rodeo	1996
R. B. Davis	Supervisor/Business Owner	2004
Shelton L. Deanes	Supervisor	1992
Joe D. Chandler	Supervisor	2015

Transportation

US Highway 45 and State Highways 46, 47, 25 provide access to most communities within the County. A number of County highways provide access to many outlying areas in the County. Other major forms of transportation are available in the County. The Columbus and Greenville Railway and the Kansas City Southern provide rail service to the County. Commercial air transportation is available at Golden Triangle Regional Airport in Columbus, Mississippi. The Port of Clay County is located on the Tennessee-Tombigbee Waterway and provides port service.

Per Capita Income

The state of the s	County	Mississippi	United States	County is % of U.S.
. 2018	39,191	37,834	54,446	72%
2017	37,625	36,375	51,885	73%
2016	35,872	35,613	49,870	72%
2015	35,325	35,022	48,978	72%
2014	35,661	34,545	47,058	76%

SOURCE: Bureau of Economic Analysis: Regional Economic Accounts at website: www.bea.gov, 2014-2018 (BEA data last updated November 14, 2019). Information available as of February 2020.

Major Employers

The following is a partial listing of major employers in the County, their products or services and their approximate number of employees:

Name:	Approximate Number of Employees:	Business Sector
Yokohama Tire Manufacturing	500	Manufacturing
North MS Medical Center	320	Healthcare
Southern Ionics	350	Chemical Manufacturing
Royal Trucking	185	Transportation
Prestage Farms	200	Agricultural & Food Processing
Navistar Defense, LLC	200	Defense
Ellis Steel Company	150	Structural Metal Manufacturing
Mossy Oak / Haas Outdoors, Inc.	65	Sporting Outdoors & Athletic Good Manufacturing

 ${\bf SOURCE:}\ \ {\bf Golden\ Triangle\ Development,\ February\ 2020}.$

Unemployment Statistics of the County

Year Y		Pak.			May	7000	V.	Aug	Sec	Out	i i		Avenage
2014	16.2	14.4	14.1	12.5	13.5	14.9	14.9	12.8	11.9	11.4	10.9	10.9	13.3
<u>2</u> 015	11.6	10.3	9.6	8.8	10.0	10.8	10.6	9.0	8.7	8.4	8.4	8.5	9.6
2016	8.7_	8.1	7.7	7.4	8.4	9.9	10.4	7.8	7.5	7.2	6.7	7.1	8.1
2017	7.7	6.8	6.4	5.8	6.6	7 <u>.9</u>	8.4	6.7	6.1	6.2	6.0	6.0	_6.8
2018	6.4	6.0	5.6	5.2	6.1	7 <u>.3</u>	7.5	5.8	5.6	5.6	5.3	5.5	6.0
2019	6.1	6.3	6,6	6.1	6.6	8.2	9.0	7.3	7.5	7.7	8.6	8.3	7.4

SOURCE: Mississippi Department of Employment Security: Labor Market Data at website; www.mdes.ms.gov; February 2020.

Employment Statistics

	2014	2015	2016	2017	2018
RESIDENCE BASED EMPLOYMENT					
I. Civilian Labor Force	8,000	8,030	8,030	7,850	7,830
II. Unemployed	1,060	770	650	_530	470
Rate	13.3	9.6	8.1	6.8	6.0
III. Employed	6,940	7,260	7,380	7,320	7,360
ESTABLISHMENT BASED EMPLOYMENT	-				
I. Manufacturing	530	_670	690	710	850
II. Non-manufacturing	4,670	4,760	4,7 90	4,710	4,620
Agriculture, Forestry, Fishing & Hunting	110	_110	120	120	150
Mining	10	10	10	10	10
Utilities	20	20	10	10	10
Construction	230	210	210	220	200
Wholesale Trade	210	210	210	190	<u>15</u> 0
Retail Trade	810	820	850	860	830
Transportation & Warehousing	330	420	420	390	<u>43</u> 0
Information	30	30	20	20	20
Finance & Insurance	140	130	130	130	130
Real Estate, Rental & Leasing	30	30	40	50	50
Prof., Scientific & Technical Service	120	110	110	110	110
Management of Companies & Enterprises	130	130	130	140	140
Administrative Support & Waste Management	80	90_	90	80	70
Educational Services	60	60	80	60	60
Health Care & Social Assistance	660	690	650	660	630
Arts, Entertainment & Recreation	130	130	150	130	130
Accommodation & Food Service	490	500	520	480	460
Other Service (except Public Admin.)	120	130	120	130	120
Government	960	930	920	920	920
Education	500	490	480	470	470
TOTAL EMPLOYMENT	5,200	5,430	5,480	5,420	5,470

SOURCE:

Mississippi Department of Employment Security: <u>Annual Averages: Labor Force and Establishment Based Employment 2011 Forward</u>, Labor Market Information Department at website: <u>www.mdes.ms.gov</u>; February 2020.

Retail Sales

State Fiscal Year Ended June 30	Amount
2019	\$238,298,547
2018	228,363,588
2017	231,508,069
2016	231,563,586
2015	273,678,649

SOURCE:

Annual Reports for years shown, Mississippi Department of Revenue's website: <u>www.dor.ms.gov</u>; February 2020.

Educational Facilities

The Clay County School District (the "former District"), located in the County portion outside of the City of West Point, consisted of one (1) elementary school and employed 49 teachers and staff. Effective July 1, 2015, it was consolidated into the West Point Consolidated School District (the "District").

Enrollment for the District for the current year and the four prior years are as follows:

Scholastic Vear	District
2019-20	2,944
2018-19	3,000
2017-18	3,057
2016-17	3,147
2015-16	3,270

SOURCE:

Office of Research and Statistics, Mississippi Department of Education website: http://reports.mde.k12.ms.us/maars/; February 2020.

¹ Prior to the 2015-16 School Year, the Clay County School District operated independently of the West Point Consolidated School District.

TAX INFORMATION

Assessed Valuation²

Assessment Year	Real Property	Personal Property	Public Utility Property	Total
2019	\$110,521,729	\$48,692,182	\$9,072,560	\$16 <u>8,</u> 286,471
2018	109,246,861	48,658,809	9,105,743	167,011,413
2017	108,145,511	36,086,057	8,957,257	153,188,825
2016	105,932,573	36,690,120	9,055,298	151,677,991
2015_	97,339,168	35,066,243	8,247,602	140,653,013

SOURCE: Office of the County Tax Assessor; February 2020.

Procedure for Property Assessment

Assessed valuations are based upon the following assessment ratios:

- (a) Real and personal property (excluding single-family owner-occupied residential real property and motor vehicles, respectively), fifteen percent (15%) of true value;
- (b) Single-family owner-occupied residential real property, ten percent (10%) of true value;
- (c) Motor vehicles and public utility property, thirty percent (30%) of true value.

The 1986 Session of the Mississippi Legislature adopted House Concurrent Resolution No. 41 (the "Resolution"), pursuant to which there was proposed an amendment to the Mississippi Constitution of 1890 (the "Amendment"). The Amendment provided, <u>inter alia</u>, that the assessment ratio of any one class of property shall not be more than three times the assessment ratio on any other class of property.

The Amendment set forth five classes of property and the assessment ratios which would be applicable thereto upon the adoption of the Amendment. The assessment ratios set forth in the Amendment are identical to those established by Section 27-35-4, Mississippi Code of 1972, as it existed prior to the Amendment, except that the assessment ratio for a single-family, owner-occupied residential real property under the Amendment is set at ten percent (10%) of true value as opposed to fifteen percent (15%) of true value under previously existing law.

Procedure for Property Assessments

Real and personal property valuations other than motor vehicles and property owned by public utilities are determined by the County Tax Assessor. All taxable real property situated in the County is assessed each year and taxes thereon paid for the ensuing year. Assessment rolls of such property subject to taxation are prepared by the County Tax Assessor and are delivered to the Board of Supervisors of the County on the first Monday in July. Thereafter, the assessments are equalized by the Board of Supervisors and notice is given to the taxpayers that the Board of Supervisors will meet to hear objections to the assessments. After objections are heard, the Board of

²The total assessed valuation is approved in September preceding the fiscal year of the County represents the value of real property, personal property and public utility property for the year indicated on which taxes are assessed for the following fiscal year's budget. For example, the taxes for the assessed valuation figures for 2019 are collected starting in January 2020 for the 2019-20 fiscal year budget of the County.

Supervisors adjusts the rolls and submits them to the Department of Revenue, formerly known as Department of Revenue (hereafter "Department of Revenue," unless otherwise notated) which examines them on receipt. The Department of Revenue may then accept the rolls or, if it finds a roll incorrect in any particular, return the rolls to the Board of Supervisors to be corrected in accordance with the recommendations of the Department of Revenue. If the Board of Supervisors has any objections to the order of the Department of Revenue, it may arrange a hearing before the Commission. Otherwise, the assessment roll is finalized and submitted to the County Tax Collector for collection. The assessed value of motor vehicles is determined by an assessment schedule prepared each year by the Department of Revenue. With minor exceptions the property of public utilities is assessed each year by the Department of Revenue.

Tax Levy per \$1,000 Valuation³

	2019-20	2018-19	2017-18	2018-17	2016-16
GENERAL COUNTY					
Countywide - General Fund	37.32	35.10	35.10	33.39	34.00
Bridges & Culverts	7.00	7.00	7.00	7.00	7.00
Clay County School District	0.00	0.00	0.00	0.00	55.00
Tombigbee River Valley Water Management District	0.89	0.69	0.69	- 0.89	0.74
County Utilization Fund	1.00	1.00	1.00	1.00	1.00
Tombigbee River Watershed Area	0.00	0.20	0.20	0.00	0.20
East MS Community College Maintenance	1.41	1,41	1.41	1.41	1.50
Vocational Training School Maintenance	0.77	0.77	0.77	0.76	0.80
Vocational Training School Capital Outlay	0.68	0.68	0.68	0.67	0.70
East MS Community College Capital Outlay	0.90	0.90	0.90	0.90	0.95
Tombigbee Regional Library System	0.57	0.57	0.57	0.57	0.60
East MS Community College Debt Service	0.411	0.50	0.62	0.00	0.00
DHS Building Bonds 1999	0.00	0.00	0.00	0.00	0.00
Daily Times Leader Building Renovation Notes 2011	0.00	0.00	0.00	0.00	0.30
UNA Community Center GO Note 2017	0.10_	0.10	0.12	0.00	0.00
Daily Times Leader Building Renovation Notes 2012	0.00	0.00	0.00	0.07	0.13
GO Acquisition & Construction Notes 2014	0.00	0.32	0.25	0.42	0.43
Fire Protection	0.90	0.90	0.91	1.03	1.08
Supervisor District One Road Bonds 2013	0.91	0.60	0.52	0.70	0.75
Supervisor District Two Road Bonds 2001	0.63	0.28	0.20	0.56	0.94
Supervisor District Three Road Bonds 2000	0.29	0.35	0.27	1.39	1.16
Supervisor District Four Road Bonds 2008	0.48	0.69	0.17	1.99	1.50
Supervisor District Four Road Bonds UNA	0.00	0.00	0.56	0.00	0.36
Supervisor District Five Road Bonds 2000	0.00	0.00	0.00	0.00	0.00
Supervisor District Five Road Bonds 2013	0.32	0.08	0.00	1.24	1.54
TOTAL	54.58	52.14	51.94	54.48	110.68

SOURCE: Office of the Chancery Clerk; February 2020.

³ Tax levy figures are given in mills. There is a 9 cents per acre of all uncultivated lands for the prevention of forest fires.

Ad Valorem Tax Collections

Fiscal Year Ended September	Amount Budgeted	Amount Collected	Difference Over/(Under)
2019	\$6,034,571	\$6,124,928.30	\$90,537.30
2018	5,828,615	5,939,240	110,625
2017	5,828,615	5,755,363	(73,252)
2016	5,315,552	5,468,966	153,414
2015	5,112,558	5,211,237	98,679

SOURCE: Office of the County Tax Assessor/Collector; February 2020.

Procedure for Tax Collections

The Board of Supervisors is required under the Act and the Bond Resolution to levy annually a special tax upon all taxable property within the County sufficient to provide for the payment of the principal of and the interest on the Bonds. If any taxpayer neglects or refuses to pay his taxes on the due date thereof, the unpaid taxes will bear interest at the rate of 1% per month or fractional part thereof from the delinquent date to the date of payment of such taxes. When enforcement officers take action to collect delinquent taxes, other fees, penalties and costs may accrue. Both real property and personal property are subject to public tax sale.

Ad valorem taxes on personal property are payable at the same time and in the same manner as on real property. Section 27-41-15, Mississippi Code of 1972, provides that upon failure of the taxpayer to make timely payment, the tax collector of each county is authorized to sell any personal property liable for unpaid taxes at the courthouse door of the county unless the property is too cumbersome to be removed. Five days' notice of the sale in an advertisement posted in three public places in the county, one of which must be the courthouse, is required. Municipal tax collectors are required to follow any special ordinance adopted by a municipality on personal property sales. Interest, fees, costs and expenses of sale are recoverable in addition to the taxes delinquent. If sufficient personal property cannot be found, the tax collector may make a list of debts due the taxpayer by other persons and sell such debts and is further directed to distrain and sell sufficient other properties of the taxpayer to pay the delinquent taxes. Debts sold may be redeemed within six months from the sale in the same manner as redemption of land from tax sales.

Section 27-41-55, Mississippi Code of 1972, as amended, provides that after the fifth day of August in each year, the tax collector for each county shall advertise and sell all land in the county on which all taxes due and in arrears have not been paid, as well as all land liable for other matured taxes. The sale is held at the door of the courthouse of the county or any place within the courthouse that the tax collector deems suitable to hold such sale, provided that the place of such sale shall be designated by the tax collector in the advertisement of the notice of tax sale on the last Monday of August following. The owner, or any person with an interest in the land sold for taxes, may redeem the land at any time within two years after the day of sale by paying all taxes, costs, interest and damages due to the Chancery Clerk. A valid tax sale will mature two years after the date of sale unless the land is redeemed and title will vest in the purchaser on such date.

At the option of the tax collector, advertisement for the sale of such county lands may be made after the fifteenth day of February in each year with the sale of such lands to be held on the first Monday of April following. All provisions which relate to the tax sale held in August of each year shall apply to the tax sale if held in April.

County and municipal taxes, assessed upon lands or personal property, are entitled to preference over all judgments, executions, encumbrances or liens however created.

Reappraisal of Property and Limitation on Ad Valorem Levies

Senate Bill No. 2672, General Laws of Mississippi, Regular Session 1980, codified in part as Sections 27-35-49 and 27-35-50, Mississippi Code of 1972 (the "Reappraisal Act"), provides that all real and personal property in the State shall be appraised at true value and assessed in proportion to true value. To insure that property taxes do not increase dramatically as the counties complete reappraisals, the Reappraisal Act provides for the limit on increase in tax revenues discussed below.

The statute limits ad valorem tax levies by the County subsequent to October 1, 1980, to a rate which will result in an increase in total receipts of not greater than ten percent (10%) over the previous year's receipts, excluding revenue from ad valorem taxes on any newly constructed properties, any existing properties added to the tax rolls or any properties previously exempt which were not assessed in the next preceding year. This limitation does not apply to levies for the payment of the principal of and the interest on general obligation bonds issued by the County or to certain other specified levies. The limitation may be increased only if the proposed increase is approved by a majority of those voting in an election held on such question.

On August 20, 1980, the Mississippi Supreme Court rendered its decision in State Tax Commission v. Fondren, 387 So.2d 712, affirming the decree of the Chancery Court of the First Judicial District of Hinds County, Mississippi, wherein the State Tax Commission was enjoined from accepting and approving assessment rolls from any county in the State for the tax year 1983 unless the State Tax Commission equalized the assessment rolls of all of the counties. Due to the intervening passage of the Reappraisal Act, the Supreme Court reversed that part of the lower court's decree ordering the assessment of property at true value (although it must still be appraised at true value), holding instead that assessed value may be expressed as a percentage of true value. Pursuant to the Supreme Court modification of the Chancellor's decree, on November 15, 1980, the State Tax Commission (Department of Revenue) filed a master plan to assist counties in determining true value. On February 7, 1983, the Chancery Court granted an extension until July 1, 1984, of its previous deadline past which the State Tax Commission could not accept and approve tax rolls from counties which had not yet reappraised. The County has completed reappraisal.

Homestead Exemption

The Mississippi Homestead Exemption Law of 1946 reduces the local tax burden on homes qualifying by law and substitutes revenues from other sources of taxation on the State level as a reimbursement to the local taxing units for such tax loss. Provisions of the homestead exemption law determine qualification, define ownership and limit the amount of property that may come within the exemption. The exemption is not applicable to taxes levied for the payment of the Bonds, except as hereinafter noted.

Those homeowners who qualify for the homestead exemption and who have reached the age of sixty-five (65) years on or before January 1 of the year for which the exemption is claimed, service-connected, totally disabled American veterans who were honorably discharged from military service and those qualified as disabled under the federal Social Security Act are exempt from any and all ad valorem taxes on qualifying homesteads not in excess of \$7,500 of assessed value thereof.

The tax loss resulting to local taxing units from properly qualified homestead exemptions is reimbursed by the Department of Revenue. Beginning with the 1984 supplemental ad valorem tax roll and for each roll thereafter, no taxing unit shall be reimbursed an amount in excess of one hundred six percent (106%) of the total net reimbursement made to such taxing unit in the next proceeding year.

Ten Largest Taxpayers

The ten largest taxpayers in the County for fiscal year 2018 are as follows:

Täxpayer	Assessed Valuation	Taxes Collected
Yokohoma Tire Manufacturing MS LLC	\$17,358,184	\$1,866,639*
Wal-Mart Real Estate Business Trust	1,803,410	90,956
Babcock & Wilcox Power Generation Group	1,368,855	69,402
Peco	1,155,261	57,817
Waverly Partners LP	817,536	41,518
West Point Hotel LLC	581,276	29,166
Prestage Farms of Mississippi	572,166	28,695
Loves Travel Stop	545,760	<u>27,</u> 671
Natures Golf	499,610	25,547
Prestage Farms of Mississippi	480,750	24,484
TOTALS:	\$25,182,808	\$2,261,895

SOURCE: Office of the County Tax Assessor; February 2020.

^{*}Taxes are fee in lieu.

DEBT INFORMATION

Legal Debt Limit Statement⁴

(As of February 2020)

	15% Limit	20% Launi
Authorized Debt Limit (Last Completed Assessment for Taxation - \$168,286,471)	\$25,242,971	\$33,657,294
Present Debt Subject to Debt Limits	-0-	-0-
Margin for Further Debt Under Debt Limits	\$25,242,971	\$33,657,294

Statutory Debt Limits

The County is subject to a general statutory debt limitation under which no county in the State may incur general obligation bonded indebtedness in an amount which will exceed fifteen percent (15%) of the assessed value of all taxable property within such county according to the last completed assessment for taxation.

In computing general obligation bonded indebtedness for purposes of this fifteen percent (15%) limitation, there may be deducted all bonds or other evidences of indebtedness issued for the construction of hospitals, ports or other capital improvements payable primarily from the net revenues to be generated from such hospital, port or other capital improvements in cases where such revenue is pledged to the retirement of the indebtedness, together with the full faith and credit of such county.

However, in no case shall any county contract any indebtedness payable in whole or in part from proceeds of ad valorem taxes when added to all of the outstanding general obligation indebtedness, both bonded and floating, which shall exceed twenty percent (20%) of the assessed value of all taxable property within such county, but bonds issued for school purposes and bonds issued under Sections 57-1-1 through 57-1-51 are specifically excluded from both the fifteen percent (15%) limitation and the twenty percent (20%) limitation (but are subject to statutory limits applicable to bonds of each type, respectively). Bonds issued for washed-out or collapsed bridges apply only against the twenty percent (20%) limitation. Industrial development revenue bonds are excluded from all limitations on indebtedness, as are contract obligations subject to annual appropriations.

⁴The Series 2019 Bonds are not included when computing the general obligation bonded indebtedness for purposes of the fifteen or twenty percent limitation pursuant to Section 57-75-37, Mississippi Code of 1972, as amended and/or supplemented from time to time.

Outstanding General Obligation Bonded Debt

(As of March 1, 2020)

Issue	Date of Issue	Original Issue Amount	Outstanding Principal
Taxable General Obligation Industrial Development Refunding Bond ⁵	5/13/19	\$7,070,0000	\$6,885,000
Total			\$6,885,000

Outstanding General Obligation Bonded Debt of Supervisor Districts

(As of March 1, 2020)

Issue	Date of Issue	Outstanding Principal
General Obligation Road & Bridge Bonds, District 3	08/01/00	\$40,000
General Obligation Road & Bridge Bonds, District 2	02/22/01_	40,000
General Obligation Road & Bridge Bonds, District 4	10/01/08	170,000
General Obligation Road & Bridge Bonds, District 5	05/01/13	269,000
General Obligation Road & Bridge Bonds, District 1	09/03/13	269,000
Total		\$788,000

⁵ This bond, secured by the pledge of the County, was purchased by the Mississippi Development Bank from the proceeds of its \$7,070,000 Mississippi Development Bank Taxable Special Obligation Bonds, Series 2019 (Clay County, Mississippi Taxable General Obligation Industrial Development Refunding Bond Project), dated May 30, 2019. This obligation is not subject to the County's statutory debt limitations.

Other Debt

(As of March 1, 2020)

But	Date of issue	Outstanding Principal
CAP Loan	6/01/2007	\$ 437,600.80
CAP Loan	9/01/2011	394,151.04
Capital Leases	Various	1,526,990.75
MDA Loan (EMCC)	5/16/2017	900,000.00
BankFirst - Community Center Bank Note	6/30/2017	36,000.00
Certificates of Participation (Lease Purchase), Series 2018	5/01/2018	4,015,000.00
Total	·	\$7,309,742.59

Annual Debt Service Requirements

		Jeneral Obligation Del	
FY Ending September 30	Principal		Total
2020	185,000.00	164,593.55	349,593.55
2021	135,000.00	213,551.50	348,551.50
2022	140,000.00	209,832.26	349,832.26
2023	145,000.00	205,975.26	350,975.26
2024	840,000.00	<u>201,980.50</u>	1,041,980.50
2025	870 , 000.00	177,998.50	1,047,998.50
2026	895,000.00	152,290.00	1,047,290.00
2027	915,000.00	124,992.50	1,039,992.50
2028	950,000.00	95,712.50	1,045,712.50
2029	980,000.00	64,837.50	1,044,837.50
2030	1,015,000.00	32,987.50	1,047,987.50
Total	\$7;070,000.00	\$1,644,751.57	\$8,714,751.57

⁶ The Annual Debt Service includes the \$7,070,000 Mississippi Development Bank Taxable Special Obligation Refunding Bonds, Series 2019 (Clay County, Mississippi Taxable General Obligation Industrial Development Refunding Bond Project), dated May 30, 2019. This obligation is not subject to the County's statutory debt limitations.

General Obligation Bonded Debt

LESTIE	2018	Fiscal 2017	Cent Ended Sep	rember 307 2013	2014.
General Obligation Public Improvement Bonds (09/01/99)	-0-	-0-	-0-	-0-	-0-
General Obligation Note (Courthouse Roof) (5/6/10)	-0-	-0-	-0-	-0-	16,000
General Obligation Note (DTL Building) (9/30/11)	0-	-0-	-0-	-0-	90,000
General Obligation Note (DTL Building) (1/5/12)	-0-	-0-	-0-	-0-	28,000
Total	-0-	-0-	-0-	-0-	\$134,000

Debt Ratios

FY Ended September 10	General Obligation Bebt	General Obligation Debt to Assessed Value
2018	-0-	
2017	-0-	
2016	-0-	
2015	-0-	
2014	\$134,000	.096%

<u>Underlying General Obligation Indebtedness</u>

(Information available as of February 1, 2020)

Municipality	2018 Population Estimate	Current Assessed!' Valuation	General Obligation Bonded Debt	Geheral Ohligation Bended Debt Per Capita
City of West Point, Mississippi	10,520	\$95,721,022	\$4,272,0008	\$406.08

School Districts	Current Assessed Valuation?	Total General Obligation Bonded Debt
West Point Consolidated School District	\$174,165,439	-0- ⁹

Source: Chancery Clerk's office, February 2020.
 Source: City's annual financial information "Annual Debt Service Requirements" chart as posted to EMMA on 3/29/18.
 Source: The FY 2019 Audited Financial Statements of the District.

EXHIBIT A

Event Notice

The County certifies that none of the events have occurred with respect to the Bonds during fiscal year 2019:

- Principal and interest payment delinquencies
- Non-Payment related defaults, if material 2.
- Unscheduled draws on debt service reserves, if any, reflecting financial difficulties
- 4. Unscheduled draws on credit enhancements reflecting financial difficulties
- 5. Substitution of credit or liquidity providers, or their failure to perform
- Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, 6. Notices of Proposed Issue (ITS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the bonds, or other material events affecting the tax status of the Bonds
- 7. Modifications to rights of Bondholders, if material
- 8. Bond calls, if material, and tender offers
- 9. Defeasances
- Release, substitution, or sale of property, if any, securing repayment of the securities 10.
- 11.
- 12. Bankruptcy, insolvency, receivership or other similar event1
- 13. The consummation of a merger, consolidation or acquisition involving the State or the sale of all or substantially all of the assets of the State, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material
- 14. Appointment of a successor or additional trustee or the change of name of a trustee, if material
- Incurrence of a financial obligation2 of the obligated person, if material, or agreement to covenants, events of default, 15. remedies, priority rights, or other similar terms of a financial obligation of the Issuer, any of which affect security holders, if material.
- 16. Default, event of acceleration, termination event, modification of terms, or other events under the terms of a financial obligation2 of the obligated person, any of which reflect financial difficulties.

CLAY COUNTY, MISSISSIPPI endent, Board of Supervisors

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For the purposes of the event identified in subparagraph (b)(5)(i)(C)(12) of the Rule, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptny Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and official or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the sasets or business of the obligation person.

For purposes of the events identified in subparagraphs (b)(5)(i)(C)(15) and (16) of the Rule, the term "financial obligation" are not entered into in connection with or piedged as security or a source of payment for, an existing or planned debt obligation; or (c) a guarantee of (A) or (B). The term "financial obligation" does not include municipal securities as to which a final official statement has been otherwise provided to the MSRB consistant with the Rule. Numerous other terms contained in these subsections and/or in the defaulton of "financial obligation" are not defined in the Rule; SEC Ralesse No. 34-33885 contains a discussion of the current SEC interpretation of these terms, For example, in

the Release, the SEC provides guidance that the term "debt obligation" generally should be considered to include only lease arrangements that operate as valides to borrow money.

There came before the Clay County Board of Supervisors in regular session on Thursday, September 12, 2019, the matter of adopting the budget for fiscal year 2019-2020. Upon motion by Shelton Deanes and second by Lynn Horton by unanimous vote of the Supervisors, the following budget for fiscal year 2019-2020 was adopted.

Clay County Combined Budget For Publication For The Fiscal Year Ending September 30, 2020

		Governments	d Fund Types		Proprietary	Fund Types	
	General	Special Revenue	Capital Projects	Debt Service	Enterprise	Internal Service	Totals
Revenues							
Amount necessary to be raised by tax levy	\$5,336,152	\$1,104,598	\$0	\$146,104	\$0	\$0	\$ £ 50£ 054
Taxes and ad valorem other than tax levy	\$69,000	\$18,000	\$0	\$140,104		\$0	\$6,586,854
Road and Bridge privilege tax	\$09,000	\$207,527	\$0	\$0	\$0	\$0	\$87,000 \$207,527
License, Commissions, and Other Revenue	\$269,750	\$7,100	\$0	\$0	\$0		\$276,850
Fines and Forfeitures	\$273,184	\$0	\$0	\$0	\$0	30	\$273,184
Special Assessments	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Intergovernmental Revenues;		•••			фо	- 40	- 40
Federal Sources	\$3,950	\$10,400	\$0	\$0	\$0	\$0	\$14,350
State Sources	\$754,480	\$454,714	\$0	\$41,000	\$9,464	\$0	\$1,259,658
Local Sources	\$44,843	\$10,000	\$0	\$41,000	\$0	\$0	
Charges For Service	\$303,000	\$238,235	. 20	\$0	\$300,000		\$54,843
Interest Income	\$51,100	\$17,130	\$0	\$0	\$3,000	\$0	\$841,235
Miscellaneous Revenues			\$0			\$0	\$71,230
Contributions to Permanent Funds	\$42,640 \$0	\$223,150	•	50	\$0	\$0	\$265,790
Other Financing Sources		\$0 #200.000	\$0	\$0	\$0	\$0	\$0
Special Items	\$159,635	\$300,000	\$8,230 \$0	\$1,112,095	\$0	\$0	\$1,579,960
Extraordinary Items	\$0	\$0		\$0	\$0	\$0	\$0
Extradrqmary items	\$0	\$0	50	\$0	\$0	\$0	\$0
Total Revenues	\$7,307,734	\$2,590,854	\$8,230	\$1,299,199	\$312,464	\$0	\$11,518,481
Beginning Cash Balance	\$724,095	\$3,554,423	\$0	\$363,759	\$233,503	\$0	\$4,875,780
Total Revenues and Beginning Cash Balance	\$8,031,829	\$6,145,277	\$8,230	\$1,662,958	\$545,967	\$0	\$16, 394,2 61
Expenditures							
General Government	\$3,884,785	\$27,200	\$0	\$0	\$0	\$0	\$3,911,985
Public Safety	\$2,474,896	\$484,461	\$0	\$0	\$0	50	\$2,959,357
Public Works	\$0	\$1,549,845	\$0	\$0	\$289,238		\$1,839,083
Health & Welfere	\$158,280	\$0	\$0	\$0	\$0	\$0	\$158,280
Culture & Recreation	\$0	50	\$0	\$0	\$0	\$0	30
Education	\$0	\$79,374	\$0	\$0	\$0		\$79,374
Conservation of Natural Resources	\$42,913	\$0	30	\$0	\$0	SO	\$42,913
Economio Development & Assistance	\$27,304	\$0	\$0	\$0	\$0	\$0	\$27,304
Debt Service	\$60,000	\$277,448	\$0	\$1,365,090	\$37,486	\$0	\$1,740,024
Other Expenditures	\$400,000	50	50	\$0	\$0	\$0	\$400,000
Other Financing Uses	\$77,000	\$226,785	\$0	\$18,100	\$6,000	\$0	\$327,885
Special Items	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Extra Ordinary Items	\$0	\$0	50	\$0	\$0	\$0	\$0
Total Expenditures	\$7,125,178	\$2,645,113	\$0_	\$1,383,190_	\$332,724	\$0	\$11,486,205
Ending Cash Balance	\$906,651	\$3,500,164	\$8,230	\$279,768	\$213,243	\$0	\$19,632,222
Total Expenditures and Ending Cash Balance	\$8,031,829	\$6,145,277	\$8,230	\$1,662,958	\$545,967		\$16,394,261

NOTICE OF FINAL ADOPTION OF 2019-2020 BUDGET FOR CLAY COUNTY, MS, Notice is hereby given to the public that the detailed copy of the adopted budget of Clay County, MS is available for public inspection upon requesting during business hours at the Courthouse in the Office of the Chancery Clerk.

Amy G. Berry Clerk of the Board Clay County MS

NOTICE OF FAILURE TO FILE FY 2019 Audited or Unaudited Financial Statements

Issuer: Clay County, Mississippi

NOTICE IS HEREBY PROVIDED that the Issuer's Audited Financial Statements and/or Unaudited Financial Statements for Fiscal Year 2019 are unavailable for filing at this time. The financial statements will be filed upon availability thereof.

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Submission ID: ER1010181 Submission Date: 2/24/2020 4:15 PM

Status: PUBLISHED

Disclosure Categories

Rule 15c2-12 Disclosure

Dan ya

Annual Financial Information and Operating Data: FY 2019 Appendix A Information - Clay County, MS, for the year ended 09/30/2019

FY 2019 Appendix A Information - Clay County, MS.p. 02/24/2020

Associated Securities The following are associated with this continuing disclosure submission,

	and the second commence of the second	A CANADA MARIE LES LAMB AND
	CUSIP-6	Issuer Name
· • = ·	183450	CLAY CNTY MISS
	183454	CLAY COUNTY, MISSISSIPPI
	183467	CLAY CNTY MISS SUPERVISORS DIST NO 5
	18346P	CLAY CNTY MISS SUPERVISORS DIST NO 4
I though the things on your state	60534T	MISSISSIPPI DEVELOPMENT BANK
TO THE ELECTION OF THE PARTY OF	60534W	MISSISSIPPI DEVELOPMENT BANK

Total CUSIPs associated with this submission: 81

The disclosure will be published for the following securities.

CUSIP-9	Issue Description	Dated Date	Maturity Date	Coupon (%)
183450AR6	<no issue="" name=""></no>	09/01/1999	09/01/2000	6.5
183450AS4	<no issue="" name=""></no>	09/01/1999	09/01/2001	6.5
183450AT2	<no issue="" name=""></no>	09/01/1999	09/01/2002	6.5
183450AU9	<no issue="" name=""></no>	09/01/1999	09/01/2003	6.5
183450AV7	<no issue="" name=""></no>	09/01/1999	09/01/2004	6.5
183450AW5	<no issue="" name=""></no>	09/01/1999	09/01/2005	6.5
183450AX3	<no issue="" name=""></no>	09/01/1999	09/01/2006	4.8
183450AY1	<no issue="" name=""></no>	09/01/1999	09/01/2007	4.9
183450AZ8	<no issue="" name=""></no>	09/01/1999	09/01/2008	4.9
183450BA2	<no issue="" name=""></no>	09/01/1999	09/01/2009	5

CUSIP-9	Issue Description	Dated Date	Maturity Date	Coupon (%)
183450BB0	<по Issue name>	09/01/1999	09/01/2010	5
183450BC8	<no issue="" name=""></no>	09/01/1999	09/01/2011	5.2
183450BD6	<no issue="" name=""></no>	09/01/1999	09/01/2012	5.2
183450BE4	<no issue="" name=""></no>	09/01/1999	09/01/2013	5.2
183450BF1	<no lasue="" name=""></no>	09/01/1999	09/01/2014	5.25
183450BG9	<issue found="" not=""></issue>			
183450BH7	<pre><issue found="" not=""></issue></pre>	-		
183450BJ3	<issue found="" not=""></issue>			
183450BK0	<pre><!--ssue not found--></pre>			
183450BL8	<issue found="" not=""></issue>			
183450BM6	<issue found="" not=""></issue>		• •	· · ·
183450BN4	<issue found="" not=""></issue>	٠		
183450BP9	<pre><lssue found="" not=""></lssue></pre>	<u> </u>	ē	
183450BQ7	<pre><lssue found="" not=""></lssue></pre>			
183450BR5	<issue found="" not=""></issue>			
183454AA5	CERTIFICATES OF PARTICIPATION (CLAY COUNTY, MISSISSIPPI LEASE PURCHASE PROJECT), SERIES 2018 EVIDENCING PROPORTIONATE INTERESTS IN A LEASE, INCLUDING THE RIGHT TO RECEIVE BASE RENTAL PAYMENTS THEREUNDER, TO BE MADE BY CLAY COUNTY, MISSISSIPPI	05/01/2018	05/01/2021	3
183454AB3	CERTIFICATES OF PARTICIPATION (CLAY COUNTY, MISSISSIPPI LEASE PURCHASE PROJECT), SERIES 2018 EVIDENCING PROPORTIONATE INTERESTS IN A LEASE, INCLUDING THE RIGHT TO RECEIVE BASE RENTAL PAYMENTS THEREUNDER, TO BE MADE BY CLAY COUNTY, MISSISSIPPI	05/01/2018	05/01/2022	3
183454AC1	CERTIFICATES OF PARTICIPATION (CLAY COUNTY, MISSISSIPPI LEASE PURCHASE PROJECT), SERIES 2018 EVIDENCING PROPORTIONATE INTERESTS IN A LEASE, INCLUDING THE RIGHT TO RECEIVE BASE RENTAL PAYMENTS THEREUNDER, TO BE MADE BY CLAY COUNTY, MISSISSIPPI	05/01/2018	05/01/2023	3
183454AD9	CERTIFICATES OF PARTICIPATION (CLAY COUNTY, MISSISSIPPI LEASE PURCHASE PROJECT), SERIES 2018 EVIDENCING PROPORTIONATE INTERESTS IN A LEASE, INCLUDING THE RIGHT TO RECEIVE BASE RENTAL PAYMENTS THEREUNDER, TO BE MADE BY CLAY COUNTY, MISSISSIPPI	05/01/2018	05/01/2024	3
183454AE7	CERTIFICATES OF PARTICIPATION (CLAY COUNTY, MISSISSIPPI LEASE PURCHASE PROJECT), SERIES 2018 EVIDENCING PROPORTIONATE INTERESTS IN A LEASE, INCLUDING THE RIGHT TO RECEIVE BASE RENTAL PAYMENTS THEREUNDER, TO BE MADE BY CLAY COUNTY, MISSISSIPPI	05/01/2018	05/01/2025	3
183454AF4	CERTIFICATES OF PARTICIPATION (CLAY COUNTY, MISSISSIPPI LEASE PURCHASE PROJECT), SERIES 2018 EVIDENCING PROPORTIONATE INTERESTS IN A LEASE, INCLUDING THE RIGHT TO RECEIVE BASE RENTAL PAYMENTS THEREUNDER, TO BE MADE BY CLAY COUNTY, MISSISSIPPI	05/01/2018	05/01/2026	3.25
183454AG2	CERTIFICATES OF PARTICIPATION (CLAY COUNTY, MISSISSIPPI LEASE PURCHASE PROJECT), SERIES 2018 EVIDENCING PROPORTIONATE INTERESTS IN A LEASE, INCLUDING THE RIGHT TO RECEIVE BASE RENTAL PAYMENTS THEREUNDER, TO BE MADE BY CLAY COUNTY, MISSISSIPPI	05/01/2018	05/01/2027	3.375
183454AH0	CERTIFICATES OF PARTICIPATION (CLAY COUNTY, MISSISSIPPI LEASE PURCHASE PROJECT), SERIES 2018 EVIDENCING PROPORTIONATE INTERESTS IN A LEASE, INCLUDING THE RIGHT TO RECEIVE BASE RENTAL PAYMENTS THEREUNDER, TO BE MADE BY CLAY COUNTY, MISSISSIPPI	05/01/2018	05/01/2028	3.5
183454AJ6	CERTIFICATES OF PARTICIPATION (CLAY COUNTY, MISSISSIPPI LEASE PURCHASE PROJECT), SERIES 2018 EVIDENCING PROPORTIONATE INTERESTS IN A LEASE, INCLUDING THE RIGHT TO RECEIVE BASE RENTAL PAYMENTS THEREUNDER, TO BE MADE BY CLAY COUNTY, MISSISSIPPI	05/01/2018	05/01/2029	3.5
183454AK3	CERTIFICATES OF PARTICIPATION (CLAY COUNTY, MISSISSIPPI LEASE PURCHASE PROJECT), SERIES 2018 EVIDENCING PROPORTIONATE INTERESTS IN A LEASE, INCLUDING THE RIGHT TO RECEIVE BASE RENTAL PAYMENTS THEREUNDER, TO BE MADE BY CLAY COUNTY, MISSISSIPPI	05/01/2018	05/01/2030	3.5
183 454 AL1	CERTIFICATES OF PARTICIPATION (CLAY COUNTY, MISSISSIPPI LEASE PURCHASE PROJECT), SERIES 2018 EVIDENCING PROPORTIONATE INTERESTS IN A LEASE, INCLUDING THE RIGHT TO RECEIVE BASE RENTAL	05/01/2018	05/01/2033	3.7

CUSIP-9	Issue Description	Dated Date	Maturity Date	Coup (%)
	PAYMENTS THEREUNDER, TO BE MADE BY CLAY COUNTY, MISSISSIPPI			
33454AM9	CERTIFICATES OF PARTICIPATION (CLAY COUNTY, MISSISSIPPI LEASE PURCHASE PROJECT), SERIES 2018 EVIDENCING PROPORTIONATE INTERESTS IN A LEASE, INCLUDING THE RIGHT TO RECEIVE BASE RENTAL PAYMENTS THEREUNDER, TO BE MADE BY CLAY COUNTY, MISSISSIPPI	05/01/2018	05/01/2038	3,8
93467AB5	RD & BRDG	04/01/2000	10/01/2001	6.5
3467AC3	RD & BRDG	04/01/2000	10/01/2002	6.5
3487AD1	RD & BRDG	04/01/2000	10/01/2003	6:6
3467AE9	RD & BRDG	04/01/2000	10/01/2004	6.4
3467AF6	RD & BRDG	04/01/2000	10/01/2005	5.1
3467AG4	RD & BRDG	04/01/2000	10/01/2006	5.3
3467AH2	RD & BRDG	04/01/2000	10/01/2007	5.3
3467AJ8	RD & BRDG	04/01/2000	10/01/2008	5.
3467AK5	RD & BRDG	04/01/2000	10/01/2009	5.6
3467AL3	RD & BRDG	04/01/2000	10/01/2010	5.6
3467AM1	RD & BRDG	04/01/2000	10/01/2011	5.4
3467AN9	RD & BRDG	04/01/2000	10/01/2012	5.4
3467AP4	RD & BRDG	04/01/2000	10/01/2013	5.9
3467AQ2	RD & BRDG	04/01/2000	10/01/2014	. 6
3467AR0	RD & BRDG	04/01/2000	10/01/2015	6
346PAA7	RD & BRDG	06/01/2000	12/01/2001	7
346PAB5	RD & BRDG	06/01/2000	12/01/2002	7
346PAC3	RD & BRDG	06/01/2000	12/01/2003	7
346PAD1	RD & BRDG	06/01/2000	12/01/2004	7
346PAE9	RD & BRDG	06/01/2000	12/01/2005	5.7
346PAF6	RD & BRDG	06/01/2000	12/01/2006	5.2
346PAG4	RD & BRDG	06/01/2000	12/01/2007	5.3
346PAH2	RD & BRDG	06/01/2000	12/01/2008	5.4
346PAJ8	RD & BRDG	06/01/2000	12/01/2009	5.5
346PAK5	RD & BRDG	06/01/2000	12/01/2010	5 .6
346PAL3	RD & BRDG	06/01/2000	12/01/2011	5.7
346PAM1	RD & BRDG	06/01/2000	12/01/2012	5.8
346PAN9	RD & BRDG	06/01/2000	12/01/2013	5.9
346PAP4	RD & BRDG	06/01/2000	12/01/2014	6
346PAQ2	RD & BRDG	06/01/2000	12/01/2015	6

CUSIP-9	Issue Description	Dated Date	Maturity Date	Coupon (%)
60534TRP2	TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2013 (CLAY COUNTY GENERAL OBLIGATION INDUSTRIAL BOND PROJECT)	09/12/2013	03/01/2018	2.748
60534TRQ0	TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2013 (CLAY COUNTY GENERAL OBLIGATION INDUSTRIAL BOND PROJECT)	09/12/2013	03/01/2019	3.212
60534TRR8	TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2013 (CLAY COUNTY GENERAL OBLIGATION INDUSTRIAL BOND PROJECT)	09/12/2013	03/01/2020	3.662
60534TR S 6	TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2013 (CLAY COUNTY GENERAL OBLIGATION INDUSTRIAL BOND PROJECT)	09/12/2013	03/01/2021	3.923

Submitter's Contact Information

Issuer's Contact Information

Obligated Person's Contact Information

Butler Snow LLP
Name: PAMELA WILDER
Address: P. O. BOX 6010
City, State Zip: RIDGELAND, MS 39158
Phone Number: 6019854335

Email: pameia.wilder@butlersnow.com

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Submission ID: ER1010048 Submission Date: 4/7/2020 1:08 PM

Status: PUBLISHED

Disclosure Categories

Voluntary Disclosure

Budget: FY 2020 Budget - Clay County, MS (Correction Filing - Originally Posted 2.24.20), for the year ended 09/30/2019

Document

File Period Date

FY 2020 Budget - Clay County MS.pdf

04/07/2020

Associated Securities

The following are associated with this continuing disclosure submission.

CUSIP-6	ISSUER NAME
 183450	CLAY CNTY MISS
 e and the second control of the cont	with the control of t
183454	CLAY COUNTY, MISSISSIPPI
183467	CLAY CNTY MISS SUPERVISORS DIST NO 5
 18346P	CLAY CNTY MISS SUPERVISORS DIST NO 4
 60534T	MISSISSIPPI DEVELOPMENT BANK
60534W	MISSISSIPPI DEVELOPMENT BANK

Total CUSIPs associated with this submission: 81

The disclosure will be published for the following securities.

CUSIP-9	issue Description	Dated Date	Maturity Date	Coupon (%)
183450AR6	<no issue="" name=""></no>	09/01/1999	09/01/2000	6.5
183450AS4	<no issue="" name=""></no>	09/01/1999	09/01/2001	6.5
183450AT2	<no issue="" name=""></no>	09/01/1999	09/01/2002	6.5
183450AU9	<no issue="" name=""></no>	09/01/1999	09/01/2003	6.5
183450AV7	<no issue="" name=""></no>	09/01/1999	09/01/2004	6.5
183450AW5	<no issue="" лаme=""></no>	09/01/1999	09/01/2005	6.5
183450AX3	<no issue="" name=""></no>	09/01/1999	09/01/2006	4.8
183450AY1	<no issue="" name=""></no>	09/01/1999	09/01/2007	4.9
183450AZ8	<no issue="" name=""></no>	09/01/1999	09/01/2008	4.9
183450BA2	<no issue="" name=""></no>	09/01/1999	09/01/2009	5

CUSIP-9	Issue Description	Dated Date	Maturity Date	Couper (%)
183450BB0	<no issue="" name=""></no>	09/01/1999	09/01/2010	5
183450BC8	<no issue="" name=""></no>	09/01/1999	· – 09/01/2011	5.2
183450BD6	<no issue="" name=""></no>	09/01/1999	09/01/2012	5.2
183450BE4	<no issue="" name=""></no>	09/01/1999	09/01/2013	5.2
183450BF1	<no issue="" name=""></no>			
	And the second of the second o	09/01/1999	09/01/2014	5.25
183450BG9	<issue found="" not=""></issue>	The second second		
183450BH7	<issue found="" not=""></issue>	· = 498		
183450BJ3	<issue found="" not=""></issue>			
183450B K0	<issue found="" not=""></issue>	A CONTRACT THE CONTRACT		•
183450BL8	<issue found="" not=""></issue>	The contract Man Alberta is a set of		•
183450BM6	<pre><issue found="" not=""></issue></pre>		-	
183450BN4	<issue found="" not=""></issue>		W-1011 (Mar. 1971 - 1	
	The second secon			
183450BP9	<issue found="" not=""></issue>			
183450BQ7	ssue not found			_
83450BR5	<issue found="" not=""></issue>			
83454 AA 5	CERTIFICATES OF PARTICIPATION (CLAY COUNTY, MISSISSIPPI LEASE PURCHASE PROJECT), SERIES 2018 EVIDENCING PROPORTIONATE INTERESTS IN A LEASE, INCLUDING THE RIGHT TO RECEIVE BASE RENTAL PAYMENTS THEREUNDER, TO BE MADE BY CLAY COUNTY, MISSISSIPPI	05/01/2018	05/01/2021	3
183454AB3	CERTIFICATES OF PARTICIPATION (CLAY COUNTY, MISSISSIPPI LEASE PURCHASE PROJECT), SERIES 2018 EVIDENCING PROPORTIONATE INTERESTS IN A LEASE, INCLUDING THE RIGHT TO RECEIVE BASE RENTAL PAYMENTS THEREUNDER, TO BE MADE BY CLAY COUNTY, MISSISSIPPI	05/01/2018	05/01/2022 -	3
83454AC1	CERTIFICATES OF PARTICIPATION (CLAY COUNTY, MISSISSIPPI LEASE PURCHASE PROJECT), SERIES 2018 EVIDENCING PROPORTIONATE INTERESTS IN A LEASE, INCLUDING THE RIGHT TO RECEIVE BASE RENTAL PAYMENTS THEREUNDER, TO BE MADE BY CLAY COUNTY, MISSISSIPPI	05/01/2018	05/01/2023	3
83454AD9	CERTIFICATES OF PARTICIPATION (CLAY COUNTY, MISSISSIPPI LEASE PURCHASE PROJECT), SERIES 2018 EVIDENCING PROPORTIONATE INTERESTS IN A LEASE, INCLUDING THE RIGHT TO RECEIVE BASE RENTAL PAYMENTS THEREUNDER, TO BE MADE BY CLAY COUNTY, MISSISSIPPI	05/01/2018	05/01/2024	3
83454AE7	CERTIFICATES OF PARTICIPATION (CLAY COUNTY, MISSISSIPPI LEASE PURCHASE PROJECT), SERIES 2018 EVIDENCING PROPORTIONATE INTERESTS IN A LEASE, INCLUDING THE RIGHT TO RECEIVE BASE RENTAL PAYMENTS THEREUNDER, TO BE MADE BY CLAY COUNTY, MISSISSIPPI	05/01/2018	05/01/2025	3
83454AF4	CERTIFICATES OF PARTICIPATION (CLAY COUNTY, MISSISSIPPI LEASE PURCHASE PROJECT), SERIES 2018 EVIDENCING PROPORTIONATE INTERESTS IN A LEASE, INCLUDING THE RIGHT TO RECEIVE BASE RENTAL PAYMENTS THEREUNDER, TO BE MADE BY CLAY COUNTY, MISSISSIPPI	05/01/2018	05/01/2026	3,25
83454AG2	CERTIFICATES OF PARTICIPATION (CLAY COUNTY, MISSISSIPPI LEASE PURCHASE PROJECT), SERIES 2018 EVIDENCING PROPORTIONATE INTERESTS IN A LEASE, INCLUDING THE RIGHT TO RECEIVE BASE RENTAL PAYMENTS THEREUNDER, TO BE MADE BY CLAY COUNTY, MISSISSIPPI	05/01/2018	05/01/2027	3.375
83454AH0	CERTIFICATES OF PARTICIPATION (CLAY COUNTY, MISSISSIPPI LEASE PURCHASE PROJECT), SERIES 2018 EVIDENCING PROPORTIONATE INTERESTS IN A LEASE, INCLUDING THE RIGHT TO RECEIVE BASE RENTAL PAYMENTS THEREUNDER, TO BE MADE BY CLAY COUNTY, MISSISSIPPI	05/01/2018	05/01/2028	3.5
83454AJ6	CERTIFICATES OF PARTICIPATION (CLAY COUNTY, MISSISSIPPI LEASE PURCHASE PROJECT), SERIES 2018 EVIDENCING PROPORTIONATE INTERESTS IN A LEASE, INCLUDING THE RIGHT TO RECEIVE BASE RENTAL PAYMENTS THEREUNDER, TO BE MADE BY CLAY COUNTY, MISSISSIPPI	05/01/2018	05/01/2029	3.5
83454AK3	CERTIFICATES OF PARTICIPATION (CLAY COUNTY, MISSISSIPPI LEASE PURCHASE PROJECT), SERIES 2018 EVIDENCING PROPORTIONATE INTERESTS IN A LEASE, INCLUDING THE RIGHT TO RECEIVE BASE RENTAL PAYMENTS THEREUNDER, TO BE MADE BY CLAY COUNTY, MISSISSIPPI	05/01/2018	05/01/2030	3.5
83454AL1	CERTIFICATES OF PARTICIPATION (CLAY COUNTY, MISSISSIPPI LEASE PURCHASE PROJECT), SERIES 2018 EVIDENCING PROPORTIONATE INTERESTS IN A LEASE, INCLUDING THE RIGHT TO RECEIVE BASE RENTAL	05/01/2018	05/01/2033	3.7

CUSIP-9	Issue Description	Dated Date	Maturity Date	Coup (%)
	PAYMENTS THEREUNDER, TO BE MADE BY CLAY COUNTY, MISSISSIPPI			
33454AM9	CERTIFICATES OF PARTICIPATION (CLAY COUNTY, MISSISSIPPI LEASE PURCHASE PROJECT), SERIES 2018 EVIDENCING PROPORTIONATE INTERESTS IN A LEASE, INCLUDING THE RIGHT TO RECEIVE BASE RENTAL PAYMENTS THEREUNDER, TO BE MADE BY CLAY COUNTY, MISSISSIPPI	05/01/2018	05/01/2038	3.8
83467AB5	RD & BRDG	04/01/2000	10/01/2001	6.5
33467AC3	RD & BRDG	04/01/2000	10/01/2002	6.5
83467AD1	RD & BRDG	04/01/2000	10/01/2003	6.5
3467AE9	RD & BRDG	04/01/2000	10/01/2004	6.5
33467AF6	RD & BRDG	04/01/2000	10/01/2005	5.1
3467AG4	RD & BRDG	04/01/2000	10/01/2006	5.2
3467AH2	RD & BRDG	04/01/2000	10/01/2007	5.3
3467AJ8	RD & BRDG	04/01/2000	10/01/2008	5.4
3467AK5	RD & BRDG	04/01/2000	10/01/2009	5.4
3467AL3	RD & BRDG	04/01/2000	10/01/2010	5.6
3467AM1	RD & BRDG	04/01/2000	10/01/2011	5.6
3467AN9	RD & BRDG	04/01/2000	10/01/2012	5.8
3467AP4	RD & BRDG	04/01/2000	10/01/2013	5.9
467AQ2	RD & BRDG	04/01/2000	10/01/2014	6
3467AR0	RD & BRDG	04/01/2000	10/01/2015	6
46PAA7	RD & BRDG	06/01/2000	12/01/2001	7
46PAB5	RD & BRDG	06/01/2000	12/01/2002	~·· 7
46PAC3	RD & BRDG	06/01/2000	12/01/2003	7
46PAD1	RD & BRDG	06/01/2000	12/01/2004	7
46PAE9	RD & BRDG	06/01/2000	12/01/2005	
46PAF6	RD & BRDG	06/01/2000	12/01/2006	5.2
46PAG4	RD & BRDG	06/01/2000	12/01/2007	 5.3
46PAH2	RD & BRDG	06/01/2000		5.4
46PAJ8	RD & BRDG	06/01/2000	12/01/2009	5.5
46PAK5	RD & BRDG	06/01/2000	12/01/2010	5.6
46PAL3	RD & BRDG	06/01/2000	 12/01/2011	5.7
46PAM1	RD & BRDG	06/01/2000	12/01/2012	5.8
46PAN9	RD & BRDG	06/01/2000	12/01/2013	5.9
46PAP4	RD & BRDG	·		
46PAQ2	RD & BRDG	06/01/2000	12/01/2014	6
		06/01/2000	12/01/2015	6

CUSIP-9	Issue Description	Dated Date	Maturity Date	Coupon (%)
60534TRP2	TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2013 (CLAY COUNTY GENERAL OBLIGATION INDUSTRIAL BOND PROJECT)	09/12/2013	03/01/2018	2.748
	**		•	
60534TRQ0	TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2013 (CLAY COUNTY GENERAL OBLIGATION INDUSTRIAL BOND PROJECT)	09/12/2013	03/01/2019	3.212
	and the control of th	·· · · · · · · · · · · · · · · · · · ·		
60534TRR8	TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2013 (CLAY COUNTY GENERAL OBLIGATION INDUSTRIAL BOND PROJECT)	09/12/2013	03/01/2020	3.662
•				
60534TRS6	TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2013 (CLAY COUNTY GENERAL OBLIGATION INDUSTRIAL BOND PROJECT)	09/12/2013	03/01/2021	3.923

Submitter's Contact Information Issuer's Contact Information

Obligated Person's Contact Information

Butler Snow LLP Name: PAMELA WILDER Address: P. O. BOX 6010 City, State Zlp: RIDGELAND, MS 39158 Phone Number: 6019854335

Email: pamela.wilder@butlersnow.com

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Submission ID: ER1008553 Submission Date: 2/19/2020 9:40 PM

Status: PUBLISHED

Disdosure Categories

Rule 15c2-12 Disclosure

allure to Provide Annual Financial Information: Notice of Failure to File FY 2019 Audit or Unaudited Financial Information - Clay County, MS, for the year ended 09/30/2019

Notice of Failure to File FY 2019 Audit or Unaudit 02/19/2020

Associated Securities

The following are associated with this continuing disclosure submission.

CUSIP-6	Issuer Name
183450	CLAY CNTY MISS
And the second s	
183454	CLAY COUNTY, MISSISSIPPI
183467	CLAY CNTY MISS SUPERVISORS DIST NO 5
18346P	CLAY CNTY MISS SUPERVISORS DIST NO 4
6053 4 T	MISSISSIPPI DEVELOPMENT BANK
60534W	MISSISSIPPI DEVELOPMENT BANK

Total CUSIPs associated with this submission: 81

The disclasure will be published for the following securities.

CUSIP-9	7. (A. M./A) MINIMA (MAY AND	Issue Description	Dated Date	Maturity Date	Coupon (%)
183450AR6	<no issue="" name=""></no>		09/01/1999	09/01/2000	6.5
183450AS4	<no issue="" name=""></no>		09/01/1999	09/01/2001	6.5
183450AT2	<no issue="" name=""></no>	• •	09/01/1999	09/01/2002	6.5
183450AU9	<no issue="" name=""></no>		09/01/1999	09/01/2003	6.5
183450AV7	<no issue="" name=""></no>		09/01/1999	09/01/2004	6.5
183450AW5	- <no issue="" name=""></no>	2 14 14 14 14 14 14 14 14 14 14 14 14 14	09/01/1999	09/01/2005	6.5
183450AX3	<no issue="" name=""></no>		09/01/1999	09/01/2006	4.8
183450AY1	<no issue="" name=""></no>		09/01/1999	09/01/2007	4.9
183450AZ8	<no issue="" name=""></no>	en de la companya de	09/01/1999	09/01/2008	4.9
183450BA2	<no name="" ssue=""></no>		09/01/1999	09/01/2009	5

CUSIP-9	Issue Description	Dated Date	Maturity Date	Coupon (%)
183450BB0	<no issue="" name=""></no>	09/01/1999	09/01/2010	5
183450BC8	<no issue="" name=""></no>	09/01/1999	09/01/2011	5.2
183450BD6	<по Issue name>	09/01/1999	09/01/2012	5.2
183450BE4	<no issue="" name=""></no>	09/01/1999	09/01/2013	5.2
183450BF1	<no issue="" name=""></no>	09/01/1999	09/01/2014	5.25
183450BG9	<issue found="" not=""></issue>			ا
183450BH7	<issue found="" not=""></issue>			- page 10 - and -
183450BJ3	<issue found="" not=""></issue>	7170F1844		
183450BK0	<pre><!--ssue not found--></pre>	**** * * * * * *		:
183450BL8	ssue not found			
183450BM6	<issue found="" not=""></issue>			
183450BN4	<issue found="" not=""></issue>		or construction in the	
183450BP9	<issue found="" not=""></issue>	· · · · · · · · · · · · · · · · · · ·	Million and a proper	
183450BQ7	<pre><lssue found="" not=""></lssue></pre>			
183450BR5	<issue found="" not=""></issue>	the contract of the contract o	· · · · · · · · · · · · · · · · · · ·	
183454AA5	CERTIFICATES OF PARTICIPATION (CLAY COUNTY, MISSISSIPPI LEASE PURCHASE PROJECT), SERIES 2018 EVIDENCING PROPORTIONATE INTERESTS IN A LEASE, INCLUDING THE RIGHT TO RECEIVE BASE RENTAL PAYMENTS THEREUNDER, TO BE MADE BY CLAY COUNTY, MISSISSIPPI	05/01/2018	05/01/2021	3
183454AB3	CERTIFICATES OF PARTICIPATION (CLAY COUNTY, MISSISSIPPI LEASE PURCHASE PROJECT), SERIES 2018 EVIDENCING PROPORTIONATE INTERESTS IN A LEASE, INCLUDING THE RIGHT TO RECEIVE BASE RENTAL PAYMENTS THEREUNDER, TO BE MADE BY CLAY COUNTY, MISSISSIPPI	05/01/2018	05/01/2022	3
183454AC1	CERTIFICATES OF PARTICIPATION (CLAY COUNTY, MISSISSIPPI LEASE PURCHASE PROJECT), SERIES 2018 EVIDENCING PROPORTIONATE INTERESTS IN A LEASE, INCLUDING THE RIGHT TO RECEIVE BASE RENTAL PAYMENTS THEREUNDER, TO BE MADE BY CLAY COUNTY, MISSISSIPPI	05/01/2018	05/01/2023	3
183454AD9	CERTIFICATES OF PARTICIPATION (CLAY COUNTY, MISSISSIPPI LEASE PURCHASE PROJECT), SERIES 2018 EVIDENCING PROPORTIONATE INTERESTS IN A LEASE, INCLUDING THE RIGHT TO RECEIVE BASE RENTAL PAYMENTS THEREUNDER, TO BE MADE BY CLAY COUNTY, MISSISSIPPI	05/01/2018	05/01/2024	3
183454AE7	CERTIFICATES OF PARTICIPATION (CLAY COUNTY, MISSISSIPPI LEASE PURCHASE PROJECT), SERIES 2018	05/01/2018	05/01/2025	3
	EVIDENCING PROPORTIONATE INTERESTS IN A LEASE, INCLUDING THE RIGHT TO RECEIVE BASE RENTAL PAYMENTS THEREUNDER, TO BE MADE BY CLAY COUNTY, MISSISSIPPI			
183454AF4	CERTIFICATES OF PARTICIPATION (CLAY COUNTY, MISSISSIPPI LEASE PURCHASE PROJECT), SERIES 2018 EVIDENCING PROPORTIONATE INTERESTS IN A LEASE, INCLUDING THE RIGHT TO RECEIVE BASE RENTAL PAYMENTS THEREUNDER, TO BE MADE BY CLAY COUNTY, MISSISSIPPI	05/01/2018	05/01/2026	3.25
183454AG2	CERTIFICATES OF PARTICIPATION (CLAY COUNTY, MISSISSIPPI LEASE PURCHASE PROJECT), SERIES 2018 EVIDENCING PROPORTIONATE INTERESTS IN A LEASE, INCLUDING THE RIGHT TO RECEIVE BASE RENTAL PAYMENTS THEREUNDER, TO BE MADE BY CLAY COUNTY, MISSISSIPPI	05/01/2018	05/01/2027	3.375
183454AH0	CERTIFICATES OF PARTICIPATION (CLAY COUNTY, MISSISSIPPI LEASE PURCHASE PROJECT), SERIES 2018 EVIDENCING PROPORTIONATE INTERESTS IN A LEASE, INCLUDING THE RIGHT TO RECEIVE BASE RENTAL PAYMENTS THEREUNDER, TO BE MADE BY CLAY COUNTY, MISSISSIPPI	05/01/2018	05/01/2028	3.5
183454AJ6	CERTIFICATES OF PARTICIPATION (CLAY COUNTY, MISSISSIPPI LEASE PURCHASE PROJECT), SERIES 2018 EVIDENCING PROPORTIONATE INTERESTS IN A LEASE, INCLUDING THE RIGHT TO RECEIVE BASE RENTAL PAYMENTS THEREUNDER, TO BE MADE BY CLAY COUNTY, MISSISSIPPI	05/01/2018	05/01/2029	3.5
183454AK3	CERTIFICATES OF PARTICIPATION (CLAY COUNTY, MISSISSIPPI LEASE PURCHASE PROJECT), SERIES 2018 EVIDENCING PROPORTIONATE INTERESTS IN A LEASE, INCLUDING THE RIGHT TO RECEIVE BASE RENTAL PAYMENTS THEREUNDER, TO BE MADE BY CLAY COUNTY, MISSISSIPPI	05/01/2018	05/01/2030	3.5
183454AL1	CERTIFICATES OF PARTICIPATION (CLAY COUNTY, MISSISSIPPI LEASE PURCHASE PROJECT), SERIES 2018 EVIDENCING PROPORTIONATE INTERESTS IN A LEASE, INCLUDING THE RIGHT TO RECEIVE BASE RENTAL	05/01/2018	05/01/2033	3.7

CUSIP-9	Issue Description	Dated Date	Maturity Date	Coupo (%)
	PAYMENTS THEREUNDER, TO BE MADE BY CLAY COUNTY, MISSISSIPPI			
33454AM9	CERTIFICATES OF PARTICIPATION (CLAY COUNTY, MISSISSIPPI LEASE PURCHASE PROJECT), SERIES 2018 EVIDENCING PROPORTIONATE INTERESTS IN A LEASE, INCLUDING THE RIGHT TO RECEIVE BASE RENTAL PAYMENTS THEREUNDER, TO BE MADE BY CLAY COUNTY, MISSISSIPPI	05/01/2018	05/01/2038	3.8
33467AB5	RD & BRDG	04/01/2000	10/01/2001	6.5
33467AC3	RD & BRDG	04/01/2000	10/01/2002	6.5
3487AD1	RD & BRDG	04/01/2000	10/01/2003	6.5
3467AE9	RD & BRDG	04/01/2000	10/01/2004	6.5
3467AF6	RD & BRDG	04/01/2000	10/01/2005	5,1
3467AG4	RD & BRDG	04/01/2000	10/01/2006	5.2
3467AH2	RD & BRDG	04/01/2000	10/01/2007	5.3
3467AJ8	RD & BRDG	04/01/2000	10/01/2008	5.4
3467AK5	RD & BRDG	04/01/2000	10/01/2009	5.5
3467AL3	RD & BRDG	04/01/2000	10/01/2010	5.6
1467AM1	RD & BRDG	04/01/2000	10/01/2011	5.6
467AN9	RD & BRDG	04/01/2000	10/01/2012	5.8
3467AP4	RD & BRDG	04/01/2000	10/01/2013	5.9
3467AQ2	RD & BRDG	04/01/2000	10/01/2014	6
3467AR0	RD & BRDG	04/01/2000	10/01/2015	6
346PAA7	RD & BRDG	06/01/2000	12/01/2001	7
46PAB5	RD & BRDG	06/01/2000	12/01/2002	
346PAC3	RD & BRDG	06/01/2000	12/01/2003	7
46PAD1	RD & BRDG	06/01/2000	12/01/2004	7
146PAE9	RD & BRDG	06/01/2000	12/01/2005	5.7
346 P AF6	RD & BRDG	06/01/2000	12/01/2006	5.2
46PAG4	RD & BRDG	06/01/2000	12/01/2007	5.3
346PAH2	RD & BRDG	06/01/2000	12/01/2008	5.4
346PAJ8	RD & BRDG	06/01/2000	12/01/2009	5.6
146PAK5	RD & BRDG	06/01/2000	12/01/2010	5.6
346PAL3	RD & BRDG	06/01/2000	12/01/2011	5.7
46PAM1	RD & BRDG	06/01/2000	12/01/2012	5.8
46PAN9	RD & BRDG	06/01/2000	12/01/2013	5.9
146PAP4	RD & BRDG	06/01/2000	12/01/2014	6
346PAQ2	RD & BRDG	06/01/2000	12/01/2015	6
34TRN7	TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2013 (CLAY COUNTY GENERAL OBLIGATION INDUSTRIAL	09/12/2013	03/01/2017	2.44

CUSIP-9	Issue Description	Dated Date	Maturity Date	Coupon (%)
60534TRP2	TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2013 (CLAY COUNTY GENERAL OBLIGATION INDUSTRIAL BOND PROJECT)	09/12/2013	03/01/2018	2.748
60534TRQ0	TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2013 (CLAY COUNTY GENERAL OBLIGATION INDUSTRIAL BOND PROJECT)	09/12/2013	03/01/2019	3.212
60534TRR8	TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2013 (CLAY COUNTY GENERAL OBLIGATION INDUSTRIAL BOND PROJECT)	09/12/2013	03/01/2020	3.662
60534TRS6	TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2013 (CLAY COUNTY GENERAL OBLIGATION INDUSTRIAL BOND PROJECT)	09/12/2013	03/01/2021	3.923

Butler Snow LLP
Name: PAMELA WILDER
Address: P. O. BOX 6010
City, State Zip: RIDGELAND, MS 39158
Phone Number: 6019854335 Email: pamela.wilder@butlersnow.com

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EXHIBIT N

CLAY COUNTY CHANCERY CLERK, AMY G. BERRY AFFIDAVIT OF JUSTICE COURT SETTLEMENT

I, AMY G. BERRY, Chancery Clerk of Clay County, hereby certify that attached hereto as Exhibit A is a correct copy of the Clay County Justice Court Civil and Criminal Settlement as settled to this office for the month of April 2020 submitted herein for approval and to be spread upon the minutes of this Board.

Witness this signature on the 28th day of May, 2020.

Amy G. Berry

Chancery Clerk

DEPOSITORY RECEIPTS

CLAY COUNTY, MISSISSIPPI

P O BOX 815

REPRINT

WEST POINT, MS 39773-0000

RECEIPT DATE: 5/26/2020

RECEIPT DESCRIPTION: SETTLEMENT - CRIMINAL

NO. 2020 31408

32747.00

PLEASE RECEIVE FROM CLAY COUNTY JUSTICE COURT THE AMOUNT SET OPPOSITE THE RESPECTIVE FUNDS FOR THE ACCOUNT OF SAID FUNDS; TO-WIT: AND DEPOSIT TO ACCOUNT NUMBER BELOW LEFT CORNER.

DEFORT TO ACCOUNT NOTED BELOW BETT CORNER.	
001 GENERAL COUNTY	
000-216 JUSTICE COURT CLERK FEES	1058.00
000-222 COUNTY PROS ATTY FEES	132.00
000-230 JUSTICE COURT FINES	16093.25
104 LAW LIBRARY	
000-216 JUSTICE COURT FEES	167.50
650 JUDICIAL ASSESSMENT CLEARING FUND	
000-122 TV-TRAFFIC VIOLATIONS	30.00
000-122 TV-TRAFFIC VIOLATIONS	6413.75
000-123 IC-IMPLIED CONSENT	1018.50
000-126 OM-OTHER MISDEMEANORS	2190.50
000-128 ABF-APPEARANCE BOND	466.75
000-129 CC-COURT CONSTITUENTS	54.00
000-130 VBF- VICTIMS BOND FEE	259.50
000-137 MVL-MOTOR VEHICLE LIABILI	1439.50
000-138 MHP-HIGHWAY PATROL ASSESS	510.50
000-147 CS-CRIME STOPPERS	115.00
000-149 TT- TRAUMA TRAFFIC	594.50
000-151 SHERIFF FEES WIRELESS COM	100.00
000-153 DV- DRUG VIOLATION	150.00
000-157 UMI - UNINSURED MOTORIST	1703.75-3
000-160 DUI - INTERLOCK DEV - DPS	250.0

WITNESS MY SIGNATURE, THIS THE 26 DAY OF MAY , 2020.

DATED: 5 26 2020

CHANCERY CLERK OF CLAY COUNTY

TOTAL FOR RECEIPT 2020 31408

212

DATE NUMBER ACCT CASE # DESCRIPTION	INVOICE	CC I NVOICE		CLAY COUNTY MISSISSIPPI	42
5/20/20202020052001106 0000000 MOTOR VEHICLE INSURANCA 1439.50 5/20/2020202020052001115 0000000 CLERKS FEE 104.2 167.50 5/20/202020202020052001117 0000000 CRIME STOPPERSO 115.00 5/20/20202020052001120 0000000 COUNTY ATTORNEYO 32.00 5/20/20202020052001121 0000000 COUNTY ATTORNEYO 54.00 5/20/20202020052001128 0000000 COURT CONSTITUENTS FUN 54.00 5/20/20202020052001129 0000000 ADULT DRIVING TRAINING 30.00 5/20/20202020052001130 0000000 TRAFFIC VIOLATIONG 6413.75 5/20/202020202052001150 0000000 TRER MISDEMEANOR 2190.50 5/20/20202020052001160 0000000 SHERIFF FEE 100.00 5/20/20202020052001165 0000000 DEFENDENT BOND FEE 259.50 5/20/20202020052001186 0000000 UNINSURED MOTORIST IDE 1703.75 5/20/20202020052001192 0000000 DPS-DUI INTERLOCK DEVI (0) 250.00 5/20/20202020052001198 0000000 TRAFFIC TRAUMA(5) 150.00 5/20/20202020052001198 0000000 TRAFFIC TRAUMA(5)			CASE #	DESCRIPTION	INVOICE AMOUNT
5/20/20202020052001106 0000000 MOTOR VEHICLE INSURANCA 1439.50 5/20/2020202020052001115 0000000 CLERKS FEE 10-2 (1058.00) 5/20/202020202020052001117 0000000 CRIME STOPPERS (100.00) 115.00 5/20/20202020052001120 0000000 COUNTY ATTORNEYO 132.00 5/20/20202020052001121 0000000 COUNTY ATTORNEYO 54.00 5/20/20202020052001128 0000000 COURT CONSTITUENTS FUN 54.00 5/20/20202020052001129 0000000 ADULT DRIVING TRAINING 30.00 5/20/202020202052001130 0000000 TRAFFIC VIOLATIONS 1018.50 5/20/202020202052001150 0000000 TRER MISDEMEANOR 2190.50 5/20/2020202052001160 0000000 SHERIFF FEE 100.00 5/20/20202020052001165 0000000 DEFENDENT BOND FEE 259.50 5/20/20202020052001186 0000000 UNINSURED MOTORIST IDE 1703.75 5/20/20202020052001192 0000000 DRUG VIOLATION & DAY 250.00 5/20/20202020052001198 0000000 TRAFFIC TRAUMA 150.00 5/20/20202020052001198 0000000 TRAFFIC TRAUMA 150.0	5/20/202020	020052001105	0000000	FINE COLLECTION OUT 70	√ 16093.25
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			j	POTAL AMOUNT OF CHECK 42	32747.00

CLAY COUNTY JUSTICE COURT Settlement of Funds Collected For Period: 4/21/2020 Thru 5/20/2020 Page 1 Pgm-JCSET3 5/20/2020 . Datk: 16:44:12 Time:

Code	Description	Amount	Acct
	-		
190	STATE VICTIMS BOND FEE		000
FI	FINE COLLECTION	16093.25	105
MVL	MOTOR VEHICLE INSURANCE	1439.50	106
HE	HUNTING AND FISHING G/F		107
ALA	ADDITIONAL LITTER ASSMT		109
CL	CLERKS FEE	1058.00	110
LL	LAW LIBRARY TO CIRCUIT CL	167.50	115
CS 	CRIME STOPPERS	115.00	117
CA	COUNTY ATTORNEY	132.00	120
HPA	HIGHWAY PATROL ASSESSMENT	510.50	121
121	HIGHWAY PATROL ASSESSMENT		121
CN	CONSTABLE FEE		122
11	CONSTABLE FEE - IVY		122
15	CONSTABLE FEE - STAFFORD		122
CC	COURT CONSTITUENTS FUND	54.00	128
ADT	ADULT DRIVING TRAINING	30.00	129
CT	STATE COURT EDUCATION		130
DE	DRIVERS EDUCATION		130
EM	EMERGENCY MEDICAL		130
FS	FED/STATE ALCOHOL PGM FUN		130
MA	MASEP		130
MS	MINIMUM STANDARD LAW		130
SG	STATE GENERAL FUND		130
SP	STATE PROSECUTOR		130
TV	TRAFFIC VIOLATION	6413.75	130
CF	CORRECTIONAL FACILITY		135
IC	IMPLIED CONSENT	1018.50	135
GF	GAME AND FISH		140
HP	LITTER LAW VIOLATIONS		145
SL	LITTER ASSESSMENTS		145
OM	OTHER MISDEMEANOR	2190.50	150
CTF	SIMPLE ASSAULT ON MINOR		159
SS	SHERIFF FEE	100.00	160
DB	DEFENDENT BOND FEE	466.75	165
VBF	VICTIMS BOND FEE	259.50	166
HV	HUNTING VIOLATIONS	1500 55	176
UMI	UNINSURED MOTORIST IDENT.	1703.75	186
MSB	MSB COLLECTION AGENCY	050.00	190
DPS	DPS-DUI INTERLOCK DEVICE	250.00	192
DV	DRUG VIOLATION	150.00	194
RCV	RAILROAD CROSSING VIOL		195
MCC	MS COURT COLLECTIONS FEES		196
TT	TRAFFIC TRAUMA	594.50	198
OΩ	OUT OF COUNTY PROCESS		340
RS	RESTITUTION		360
AB	APPEARANCE BOND		365
AF	APPEAL WITH PROCEEDINGS -		367
WG	GARNISHMENT		370
JUROR	JUROR FEES		381
DRGCT	DRUG COURT PAYMENT		501

Total Settlement - 32,747.00

5/20/2020 16:44:36	;	CLAY COUNTY JUSTICE COURT Page INVOICE EDIT LIST Pg-JKINVP						
Vendor	Invoice	Pay To		Amount	Тур	JNL	CHECK# BK	
CC	2020052001	CLAY COUNTY MIS	SISSIPPI	32747.00	* R Case	Ç	F1	
	105 FINE	COLLECTION	16093.	25				
	106 MOTO	R VEHICLE INSURAL	NC 1439.	.50				
	110 CLER	KS FEE	1058	0.0				
	115 LAW	LIBRARY TO CIRCU	TT 167.	.50				
	117 CRIM	E STOPPERS	115.	.00				
	120 COUN	E STOPPERS TY ATTORNEY	132.	.00				
	121 HIGH	WAY PATROL ASSESS	SM 510.	50				
	128 COUR	WAY PATROL ASSESS T CONSTITUENTS FI	JN 54.	.00				
	129 ADUL	T DRIVING TRAINII	VG 30.	.00				
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	135 IMPL	IED CONSENT	1018.	.50				
L	150 OTHE	R MISDEMEANOR	21 9 0.	50				
	160 SHER	IFF FEE	100.	.00				
	165 DEFE	NDENT BOND FEE	466.	. 75				
	166 VICT	IMS BOND FEE SURED MOTORIST II	259.	.50				
	186 UNIN	SURED MOTORIST II	DE 1703.	75				
	192 DPS-1	DUT INTERLOCK DEV	ZT 250.	.00				
	194 DRUG	VIOLATION	150.	.00				
•	198 TRAF	FIC TRAUMA	594.	.50				
*	TOTAL INVO	VIOLATION FIC TRAUMA ICE:	32747.	.00 *				
		YPE R: 32747.00						
** NIIMP	ER OF INVOI		i 1					
								

*** TOTAL ALL INVOICE: 32747.00
** NUMBER OF INVOICES: 1

DEPOSITORY RECEIPTS

CLAY COUNTY, MISSISSIPPI

P O BOX 815

REPRINT

WEST POINT, MS 39773-0000

RECEIPT DATE: 5/26/2020

NO. 2020 31409

RECEIPT DESCRIPTION: SETTLEMENT - CIVIL

PLEASE RECEIVE FROM CLAY COUNTY JUSTICE COURT THE AMOUNT SET OPPOSITE THE RESPECTIVE FUNDS FOR THE ACCOUNT OF SAID FUNDS; TO-WIT: AND

DEPOSIT TO ACCOUNT NUMBER BELOW LEFT CORNER.

001 GENERAL COUNTY

000-216 JUSTICE COURT CLERK FEES 000-216 JUSTICE COURT CLERK FEES 455.00 5.00 000-223 CONSTABLE FEES

1260.00 000-223 CONSTABLE FEES 5.00

104 LAW LIBRARY

000-216 JUSTICE COURT FEES 25.50

650 JUDICIAL ASSESSMENT CLEARING FUND 000-129 CC-COURT CONSTITUENTS

8.50 000-132 SCEF COURT EDUCATION 34.00

> TOTAL FOR RECEIPT 2020 31409 1793.00

WITNESS MY SIGNATURE, THIS THE 26 DAY OF MAY

<u>, 20</u>20.

OF CLAY

DATED:

AMY BERRY CHANCERY

216

্ত্	7	С	CLAY COUNTY MISSISSIPPI	646
. VOICE	INVOICE NUMBER ACCT	CASE #	DESCRIPTION	INVOICE AMOUNT
5/00/00000	20052002205	0000000	INTEGRA COURT HATE /CLE COLA	(به _{455.00}
	20052002205 20052002210	0000000	UNIFORM COURT FEE (CLE COLO ADDITIONAL DEFENDANT-C	P 5.00
	20052002225	0000000	LAW LIBRARY (MATE)	25.50
	20052002230	0000000	COURT EDUCATION (1)	34.00
	20052002226	0000000	CONSTITUENT FUND 65 2 (2-9	8.50
5/20/202020	20052002240	0000000	CONSTABLE FEE ON 107	7 1260.00
5/20/202020	20052002245	0000000	ADDITIONAL DEFENDANT-COLFA	5.00 1793.00

5/22/2020 9:05:41

CLAY CO JUSTICE COURT
Civil Court Collections Report
By Settlement Code
For Period: 4/21/2020 to 5/20/2020

PAGE: 1 Pgm-JVRLD2

Code	Description	Amount	REC Sec/Line	Acct	
CADPLIECCSCDED F DO CADGED F DO CAGGED F D	UNIFORM COURT FEE (CLERK) ADDITIONAL DEFENDANT-CLER DEPOSITION LAW LIBRARY COURT EDUCATION CONSTITUENT FUND CONSTITUENT FUND CONSTITUENT FUND CONSTABLE FEE ADDITIONAL DEFENDANT-CONS POST JUDGMENT SERVICE - C PROTECTIVE ORDER FEE UNIFORM SHERIFF'S FEE ADDITIONAL DEFENDANT - SH OTHER CIVIL OUT OF COUNTY CONSTABLE BOND FEE JUDGEMENTS RECEIVED APPEAL AND BOND GARNISHMENTS RECEIVED OTHER CLEARING	5.00 25.50 34.00 8.50 1260.00 5.00	505550550245020005500 0112333344445559455679 222222222222222222222222222222222222	501550660551509055709 22122222222232333333333333333333333333	
	Total Collections:	1793.00			

EXHIBIT O

MR LYNN HORTON MR JOHN C HARRIS CLAY COUNTY ADV LIST 1373 BARTON FERRY ROAD 42 CONCORD ROAD WEST POINT MS 39773 WEST POINT MS 39773 DISTRICT 1 Royllar MS SADIE SWIFT MR KARL GIBBS MR C M MILLER 380 REPOAD 530 DOUBLAS LAKE 543 GEORGE WALKER RD. WEST POINT MS 39773 WEST POINT MS 39773 WEST POINT MS 39773 MR HENRY EVERSON MR LUKE LUMMUS 480 LUMMAS ROAD 185 SECTION ROAD **DISTRICT 2** WEST POINT MS 39773 WEST POINT MS 39773 MS LAFRANCES BOYD MR TOMMY BRYAN MR JOE B AMOS P O BOX 1723 126 JOE B. AMOS DRIVE P O BOX 1234 WEST POINT MS 39773 WEST POINT MS 39773 WEST POINT MS 39773

MR NEAL COKER MR LARRY BARTON
741 HAMLIN ROAD P O BOX 1434
WEST POINT MS 39773 WEST POINT MS 39773

MRS. DEBORAH MYERS MR PAUL VICKERS, JR. MR R B DAVIS
2388 JOE MYERS ROAD 523 HAMLIN ROAD
CEDAR BLUFF MS 39741 WEST POINT MS 39773 WEST POINT MS 39773

DISTRICT 4

MR EDDIE LEE BINDER

MR HOMER RYLAND

99 STONEWALL STREET

PRAIRIE MS 39756

WEST POINT MS 39773

MS SAWANA WALKER MR SHERMAN IVY MR SHELTON DEANES 2647 CCC LINE ROAD 1988 MOON HEARD ROAD 94 WEBBER ROAD PRAIRIE MS 39756 PRAIRIE MS 39756 WEST POINT MS 39773

MR JOE CHANDLER
P O BOX 815
WEST POINT, MS 39773

MR FLOYD MCKEE
7607 HWY 50 WEST
PHEBA MS 39755

PHEBA MS 39755

PAT CANNON
455 MAYHEW STREET
WEST POINT 39773

MS HARRIETT BRAGG MR JIM MURRAY MS AMY BERRY
208 MCCLELLAN STREET 15303 HWY 45 291 QUAIL RIDGE ROAD
WEST POINT MS 39773 PHEBA MS 39755 WEST POINT MS 39773

EXHIBIT P



STATE OF MISSISSIPPI

Tombigbee River Valley Water Management District

DAVID M. KENNARD EXECUTIVE DIRECTOR

21 May 2020

Mr. Luke Lummus, President Clay County Board of Supervisors P O Box 815 West Point, MS 39773

Re: Cleanout of a Bridge on Long Creek, Clay County, Mississippi

PN 13-2005-048

Dear Mr. Lummus:

On 19 May 2020 the District's Board of Directors approved Clay County's request for assistance with the cleanout of a log jam at a bridge in Long Creek in Section 2, Township 15 South, Range 4 East.

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: A Local Cooperation Agreement, Right-Of-Entry Form, and Attorney's Certificate. Temporary Easements for ingress and egress will also be required.

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. As always, it is a pleasure working with Clay County.

Sincerely,

David M. Kennard Executive Director

Cc: Mr. Shelton Deans, District 4 Supervisor

Mrs. Amy Berry, Chancery Clerk

Mr. Steve Wallace, TRVWMD Director

n fland

Mr. Paul Vickers, TRVWMD Director

P.O. Box 616 • Tupelo, Mississippi 38802 • Phone: (662) 842-2131 • Fax: (662) 842-2132 • Cell: 1 (601)479-2205 E-mail: dkennard@trvwmd.com



Clay County Board of Supervisors

Post Office Box 815 West Point, Mississippi 39773 Telephone: (662) 494-3313

Telephone: (662) 494-3313
Facsimile: (662) 492-4059
E-mail: supervisors@claycounty.ms.gov

District 1
Lynn D. Horton
District 2
Luke Lummus, President
District 3
R.B. Davis
District 4
Shelton Deanes
District 5
Joe D. Chandler

May 29, 2020

Mr. David M. Kennard Executive Director Tombigbee River Valley Water Management District Post Office Box 616 Tupelo, MS 38802

Re: Clay County, Mississippi - Cleanout of Log Jam in Long Creek

Dear Mr. Kennard:

In connection with the above mentioned project for Clay County, Mississippi, please find enclosed the Local Cooperation Agreement, Temporary Easement, Right of Entry, and Attorney's Certificate for the Long Creek Project.

Should you need anything further from our office at this time, please advise.

Amy G. Berry, Clerk of the Board of

Supervisors of Clay County,

Mississippi and Chancery Clerk of

Clay County, Mississippi

Enclosure



STATE OF MISSISSIPPI Tombigbee River Valley Water Management District

DAVID M. KENNARD.

EXECUTIVE DIRECTOR

21 May 2020

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Sincerely,

David M. Kennard Executive Director

Cc: Mr. Shelton Deans, District 4 Supervisor

Mrs. Amy Berry, Chancery Clerk Mr. Steve Wallace, TRVWMD Director Mr. Paul Vickers, TRVWMD Director

P.O. Box 616 * Tupelo, Missisippi 38802 * Phone; (662) 842-2131 * Fax: (662) 842-2132 * Cell: 1 (601)479-2205 E-mail: dkennard@trvwmd.com

LOCAL COOPERATION AGREEMENT

TOMBIGBEE RIVER VALLEY WATER MANAGEMENT DISTRICT

AND

CLAY COUNTY

DESCRIPTION OF PROJECT

WITNESSETH THAT:

WHEREAS, the authority to provide assistance under the Small Project Authorization Program, PN 13-2005-048 Cleanout of a Bridge on Long Creek, Clay County (hereinafter called the "Project") not specifically authorized by Statute, is contained in the minutes of the Board of Directors' official meeting held 19 May 2020;

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 rights-of-way 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.

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 rights-of-way and easements along with full approval by County Engineer.

TEMPORARY EASEMENT

For and in consideration of the cleanout of Long Creek at a bridge in Clay County by the Tombigbee River Valley Water Management District, its successors and assigns, the undersigned hereby grants, bargain, 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 Long Creek owned by the undersigned in Section 2, Township 15 South, Range 4 East.

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 assign 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, highway 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 Long Creek for the purpose of the movements 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 not 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.

WITNESS our signatures this the	28th	day of	May	,2020.
Witness				•
<u>Witness</u>			NAME: Grady DO	Jann Wis 1 Ch
Witness			ADDRESS: STOWN West Poin PHONE: (GS) 298	anent 310 7,45 3977 -1261
Witness			NAME: PERRY DA ADDRESS: ST TOWN	eris
Witness			PHONE: West Pow (UZ) ZAS Grantor	ment Str. Lus 39723 -1961
Witness			NAME:	
Witness	<u>.</u>		ADDRESS: PHONE:	
Witness			Grantor NAME:	
			ADDRESS:	
Witness			Grantor	
Witness	_		NAME:	

PHONE:

WITNESS and NOTARY TO BE COMPLETED BY NOTARY: STATE OF MISSISSIPPI COUNTY OF (Personally appeared before the undersigned authority in and for said County and State, Peace Cois, who acknowledged that has signed and delivered the above and foregoing instrument on the day and year therein mentioned a higher act and deed. CHANGE AND THE COUNTY CO **NOTARY PUBL** Expires: My Commission Expires January 2, 2024 OR TO BE COMPLETED BY WITNESS AND NOTARY: **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 ____ (Name of Grantor) whose name(s) is/are subscribe thereto, sign and deliver the same to the said Tombigbee River Valley Water Management District or that he/she heard the above named _ (Name of Grantor) acknowledge that he/she signed and delivered the same to the said Tombigbee River Valley Water Management District; and that this affiant subscribed his/hers name thereto as a witness thereto in the presence of the said (Name of Grantor) Witness (signature) SWORN AND SUBSCRIBED before me, this the _____ day of ______ **SEAL NOTARY PUBLIC**

My Commission Expires:

NOTE: TOP SECTION TO BE COMPLETED BY NOTARY, OR, BOTTOM SECTION TO BE COMPLETED BY

RIGHT-OF-ENTRY

In compliance with prior assurances that it will provide sufficient easements and rights-of-way required in connection with the PN 13-2005-048 Cleanout of a Bridge on Long Creek, Clay County (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 day of 2020, 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 <u>Clay</u> 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 28th day of May of May

ATTEST.

PROJECT: PN 13-2005-048 Cleanout of a Bridge on Long Creek

ATTORNEY'S CERTIFICATE

I, Angela Tuner fero, 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 o
May
Given under my hand on this day 28th of May 2020.
Chief Jegal Counsel



STATE OF MISSISSIPPI Tombigbee River Valley Water Management District

DAVID M. KENNARD

EXECUTIVE DIRECTOR

21 May 2020

Mr. Luke Lummus, President Clay County Board of Supervisors P O Box 815 West Point, MS 39773

Re: Cleanout of Cane Creek, Clay County, Mississippi

PN 13-2003-027

Dear Mr. Lummus:

On 17 March 2020 the District's Board of Directors approved Clay County's request for assistance with the cleanout of a section of Cane Creek from Tom Cat Road to the Chickasaw County line in Section 6, Township 15 South, Range 4 East.

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: A Local Cooperation Agreement, Right-Of-Entry Form, and Attorney's Certificate. Temporary Easements for ingress and egress will also be required.

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. As always, it is a pleasure working with Clay County.

Sincerely,

David M. Kennard Executive Director

Cc: Mr. Shelton Deans, District 4 Supervisor

Mrs. Amy Berry, Chancery Clerk

Mr. Steve Wallace, TRVWMD Director Mr. Paul Vickers, TRVWMD Director

M. Hand

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STATE OF MISSISSIPPI Tombigbee River Valley Water Management District

DAVID M. KENNARD

EXECUTIVE DIRECTOR

21 May 2020

Mr. Luke Lummus, President Clay County Board of Supervisors P O Box 815 West Point, MS 39773

Re: Cleanout of Cane Creek, Clay County, Mississippi

PN 13-2003-027

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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. As always, it is a pleasure working with Clay County.

Sincerely,

David M. Kennard

Executive Director

Cc: Mr. Shelton Deans, District 4 Supervisor

Mrs. Amy Berry, Chancery Clerk

Mr. Steve Wallace, TRVWMD Director

n Hand

Mr. Paul Vickers, TRVWMD Director

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LOCAL COOPERATION AGREEMENT

TOMBIGBEE RIVER VALLEY WATER MANAGEMENT DISTRICT

AND

CLAY COUNTY

DESCRIPTION OF PROJECT

THI	S AG	REEMENT	entered	i in	to thi	.s		day	of
		b	etween	the T	COMBIGBE	E RIVI	ER VALI	LEY WA	TER
MANAGEMEN	T DIST	RICT (he	reinafte	r cal	led the	"Distr	ict"),	acting	j by
and thro	ıgh its	Executi	ve Direc	ctor,	and the	e Clay	COUNTY	BOARD	OF
SUPERVISO	DRS (he	reinafte	r called	l the	"County	"), re	present	ed by	its
President									

WITNESSETH THAT:

WHEREAS, the authority to provide assistance under the Small Project Authorization Program, PN 13-2003-027 Cleanout of Cane Creek, Clay County (hereinafter called the "Project") not specifically authorized by Statute, is contained in the minutes of the Board of Directors' official meeting held 17 March 2020;

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 rights-of-way 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.

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 rights-of-way and easements along with full approval by County Engineer.

Engineer.	
THIS AGREEMENT ADOPTED to 2020 by the Board of Supervisact.	this day of, sors of <u>Clay</u> County as its official
COUNTY BOARD OF SUPERVISORS	TOMBIGBEE RIVER VALLEY WATER MANAGEMENT DISTRICT
BY: President	BY:Executive Director
DATE:	DATE:

TEMPORARY EASEMENT

For and in consideration of the cleanout of a section of Cane Creek from Tomcat Road to the Chickasaw County line in Clay County by the Tombigbee River Valley Water Management District, its successors and assigns, the undersigned hereby grants, bargain, 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 Cane Creek owned by the undersigned in Section 6, Township 15 South, Range 4 East.

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 assign 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, highway 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 Cane Creek for the purpose of the movements 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 not 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.

WITNESS our signatures this the	day of	,2020.
NATA		
Witness	,	
	Grantor	
Witness	NAME:	
	ADDRESS:	
Witness	PHONE:	
	Grantor	_ -
Witness	NAME:	
	ADDRESS:	
Witness	_ PHONE:	
	Grantor	
Witness	NAME:	
	ADDRESS:	
Witness	_ PHONE:	
	Grantor	
Witness	NAME:	
	ADDRESS:	
Witness	_ PHONE:	
	Grantor	
Witness	NAME:	
	ADDRESS:	
	PHONE:	

NOTE: TOP SECTION TO BE COMPLETED BY NOTARY, OR, BOTTOM SECTION TO BE COMPLETED BY WITNESS and NOTARY

RIGHT-OF-ENTRY

In compliance with prior assurances that it will provide sufficient easements and
rights-of-way required in connection with the PN 13-2003-027 Cleanout of Cane Creek,
Clay County (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 day of
, 2020, the <u>Clay</u> County Board of Supervisors (the County) , as local
sponsor, acting by and through its duly authorized representatives, represents and
assures the District as follows:
455ules the District as lonows.
A Third on the control of the product of the control of the contro
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;
performed for purposes fierent stated,
4. That a sufficient right-of-way is available for implementation of the project
4. That a sufficient right-or-way is available for implementation of the project
All of the above is subject to stipulations in the exerments
All of the above is subject to stipulations in the easements.
The Beautiful Commission of Clay County have been pushed in a the District its officers
The Board of Supervisors of <u>Clay</u> 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 day of
2020.
BY:
President, Board of Supervisors
ATTENT
ATTEST:

PROJECT: PN 13-2003-027 Cleanout of Cane Creek

ATTORNEY'S CERTIFICATE

l,	, Attorney fo	r the Boa	rd of Supervisors	of <u>Clay</u>
County, hereby certify that the	said Tombigbee	River Val	ey Water Manag	gement District
has been provided with the la	ands or sufficien	t interest	therein, for the	: above project
covered by the foregoing	Right-Of-Entry,	on the	107	day of
, 2020				
Given under my hand on this d	ay	of		2020.
Chief Legal Coun	sel	-		
ATTEST:				