

**Minutes of
Clay County Board of Supervisors
Regular Meeting
Thursday, March 4, 2021 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, March 4, 2021 at 9:00 a.m.

PRESENT:

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

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

County Residents

The following proceedings were had:

CALL TO ORDER/INVOCATION

The meeting was called to order by Clay County Sheriff Eddie Scott. The welcome was given by Supervisor Deanes with invocation given by Supervisor Luke Lummus.

ADOPTION OF AGENDA

Supervisor Horton moved to adopt the agenda as presented.

The motion was seconded by Supervisor Chandler.

(Exhibit "A")

AMENDMENT OF AGENDA

Supervisor Horton moved to amend the agenda as presented.

The motion was seconded by Supervisor Lummus.

THE FOLLOWING ITEMS WERE REQUESTED TO BE AMENDED AND ADDED TO THE AGENDA FOR FURTHER DISCUSSION AND CONSIDERATION BY THE BOARD:

- Request to go into Executive Session regarding a Personnel Matter as allowed under Section 25-41-7 of the *Mississippi Code*
- Supervisor Davis has a request regarding Jerry Washington
- Phyllis Benson with the Golden Triangle Planning and Development District has a pay request to present to the Board

AUTHORIZE AND APPROVE TO REQUEST THE MS DEPARTMENT OF PUBLIC SAFETY FOR A THIRTY (30) DAY EXTENSION ON THE 2019 PSN GRANT

Supervisor Lummus moved to authorize and approve to request the MS Department of Public Safety for a thirty (30) day extension on the 2019 PSN Grant.

The motion was seconded by Supervisor Horton.

(Exhibit "B")

AUTHORIZE AND APPROVE TO SPREAD ON THE MINUTES THE CHANCERY CLERK'S AFFIDAVIT FOR CREDIT CARD STATEMENT

Supervisor Horton moved to authorize and approve to spread on the minutes the Chancery Clerk's Affidavit for Credit Card Statement for the months of October 2020 through December 2020.

The motion was seconded by Supervisor Chandler.

(Exhibit "C")

AUTHORIZE AND APPROVE TO TRANSFER FROM THE GENERAL FUND TO THE NATURE'S GOLF TIF FUND \$28,012.43 AND THEN FOR THE SAID FUNDS TO BE PAID TO THE CITY OF WEST POINT AS THE COUNTY'S PORTION FOR THE 2021 DEBT SERVICE PAYMENT

Supervisor Davis moved to authorize and approve to transfer from the General Fund to the Nature's Golf TIF Fund \$28,012.43 and then, for the said Funds to be paid to the City of West Point for the County's portion of the 2021 TIF debt service payment due in May.

The motion was seconded by Supervisor Chandler.

(Exhibit "D")

AUTHORIZE AND APPROVE PAYMENT TO THE GOLDEN TRIANGLE LINK FOR \$10,000 FOR PAYMENT ON THE TKACH AND LITWILLER ANNUAL OPTION AGREEMENT AT THE INDUSTRIAL PARK

Supervisor Lummus moved to authorize and approve to pay the Golden Triangle LINK \$10,000 for payment on the TKACH and LITWILLER Annual Option Agreement at the Prairie Belt Industrial Park.

The motion was seconded by Supervisor Davis.

(Exhibit "E")

AUTHORIZE AND APPROVE TO PAY THE COUNTY'S MATCHING PORTION ON THE YOKOHAMA BLVD SEWER EXTENSION LINE PROJECT IN THE AMOUNT OF \$16,564.00.

Supervisor Lummus moved to authorize and approve to pay Request No. 3 for the County's Matching portion on the Yokohama BLVD Sewer Extension Line Project in the amount of \$16,564.00

The motion was seconded by Supervisor Davis.

(Exhibit "F")

AUTHORIZE AND APPROVE THE MONTHLY DEPARTMENTAL REPORTS BOTH THOSE PRESENTD AND THOSE SUBMITTED.

Supervisor Lummus moved to authorize and approve the monthly departmental reports both those presented and those submitted. Those presented were those of Beth Cummings, DHS Director, B J McClenton, Volunteer Fire Coordinator, Torrey Williams, EMA Director and E911 Coordinator, and Amy G. Berry, Chancery Clerk. Those reports submitted in writing were those of Porsha Lee, Tax Assessor/Collector and Treva Hodge, Personnel Manager and I/T Director.

The motion was seconded by Supervisor Chandler.

(Exhibit "G")

AUTHORIZE AND APPROVE TO SPREAD ON THE MINUTES THE RENEWAL OF THE EMERGENCY PROCLAMATIONS AND DECLARATIONS AS DELCARED BY THE GOVERNOR

Supervisor Lummus moved to authorize and approve to spread on the minutes the renewal of the Emergency Proclamations and Declarations as declared by the Governor.

The motion was seconded by Supervisor Davis.

(Exhibit "H")

AUTHORIZE AND APPROVE THE BOARD OF SUPERVISORS AND THE CHANCERY CLERK TO TRAVEL TO JACKSON MARCH 16-17, 2021 FOR THE MID WINTER CONFERENCE FOR THE MS ASSOCIATION OF SUPERVISORS AT THE HILTON HOTEL CONFERENCE CENTER

Supervisor Lummus moved to authorize and approve for the Board of Supervisors and the Chancery Clerk to travel to Jackson, March 16-17, 2021, for the Mid-Winter Conference for the MS Association of Supervisors at the Hilton Hotel Conference Center.

The motion was seconded by Supervisor Davis.

(Exhibit "I")

AUTHORIZE AND APPROVE TO GO INTO CLOSED SESSION

Supervisor Lummus moved to authorize and approve to go into closed session.

The motion was seconded by Supervisor Horton.

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

Supervisor Davis moved to go from Closed Session to Executive Session to discuss a Personnel Matter as allowed under Section 25-41-7, of *the Mississippi Code of 1972*.

The motion was seconded by Supervisor Chandler.

AUTHORIZE AND APPROVE TO COME OUT OF EXECUTIVE SESSION

Supervisor Horton moved to authorize and approve to come out of executive session.

The motion was seconded by Supervisor Davis.

AUTHORIZE THE CORONOR TO TRAVEL TO FLOWOOD MS FOR TRAINING APRIL 14-16, 2021 FOR THE MS CORONOR MID WINTER CONFERENCE

Supervisor Lummus moved to authorize and approve for the Coroner to travel to Flowood MS for training April 14-16, for the MS Coroner Mid-Winter Conference.

The motion was seconded by Supervisor Davis.

AUTHORIZE AND APPROVE TO SET A PUBLIC HEARING FOR THE ROADHOUSE ORDINANCE IN APRIL

Supervisor Horton moved to authorize and approved to set a public hearing for the Roadhouse Ordinance in April.

The motion was seconded by Supervisor Davis.

(Exhibit J)

AUTHORIZE AND APPROVE THE REQUEST FOR PROJECT FUNDING AGREEMENT AND TO EXECUTE THE PAPERWORK FOR DISTRICT FOUR AND DISTRICT ONE FOR HOUSE BILL 1730

Supervisor Horton moved to authorize and approve the request for Project Funding Agreement and to execute the paperwork for District Four and District One for House Bill 1730.

The motion was seconded by Supervisor Davis.

(Exhibit K)

RECESSING

Supervisor Lummus moved to recess until Thursday, March 25, 2021 at 9:00 a.m. at the Clay County Courthouse.

The motion was seconded by Supervisor Davis.

ALL MOTIONS CARRIED UNANIMOUSLY UNLESS OTHERWISE INDICATED

SO ORDERED, this the 4th day of March, 2021


SHELTON E. DEANES, PRESIDENT

ATTEST:


AMY G. BERRY, CHANCERY CLERK
CLERK OF THE BOARD

EXHIBIT A



**Clay County Board of Supervisors
Agenda for Meeting
Thursday, March 4, 2021, at 9:00 a.m.**

- Call to Order
- Welcome and Prayer
- Adopt and Amend Agenda
- Eddie Scott, Sheriff

M-1 S-5 -

- o Authorize and approve request for thirty (30) day extension on the PSN 2019 Grant
- o Consideration of Ordinance = *Exe. Sess.*
- o Procedures for Voting Precinct Rentals -

- Amy Berry, Chancery Clerk

- o Credit Card Affidavit for October thru December 2020 M-1 S-5
- o Authorize and approve transfer of TIF Monies Collected and settled to the General Fund FY2020 to the Nature's Golf TIF Fund M-2 S-3
- o Authorize and approve the TIF Proceeds in the amount of \$28,012.43 to be paid to the City of West Point M-3 S-5
- o Authorize and approve payment of annual option agreement on the Tkach and Litwiller properties M-2 S-3
- o Authorize and approve the County's matching portion for pay request on Sewer Project in the amount of \$14,129.00 #3

- Departmental Reports *\$10,500.00 16,564.00*
- Other Business
- Recess until Thursday, March 25, 2021, at 9:00 a.m.

Amendments:

*Request to go into Exe. Sess - Personnel
Pot. Litigation -*

EXHIBIT B

Amy G Berry

From: Caitlyn Wilson <cwilson@claysheriffms.org>
Sent: Friday, February 26, 2021 9:11 AM
To: Amy G Berry
Subject: FW: 2019 Grant Period

From: Melinda Padfield <MPadfield@dps.ms.gov>
Sent: Wednesday, January 27, 2021 2:38 PM
To: Caitlyn Wilson <cwilson@claysheriffms.org>
Subject: Re: 2019 Grant Period

No problem. I'll get a modification for the extension by Friday. I'll extend until 3/31.

Sent from my iPhone

On Jan 27, 2021, at 2:17 PM, Caitlyn Wilson <cwilson@claysheriffms.org> wrote:

Hey,

I wanted to send you an email about the JAG grant for the flashlights. We spoke to the vendor yesterday and they have been ordered and are on the way. They are hoping to have them in by the end of this week, but not sure if that will happen. So, I wanted to email you to ask for an extension on this.

Thank you,

Caitlyn Wilson
Clay County Sheriff's Office
662-494-2896

From: Melinda Padfield <MPadfield@dps.ms.gov>
Sent: Tuesday, January 12, 2021 9:48 AM
To: Caitlyn Wilson <cwilson@claysheriffms.org>
Subject: RE: 2019 Grant Period

You can wait to see if the flashlights come in but if they don't arrive before the end of the month, send me a request asap because I can't approve anything retroactively. It's simple to do an extension as long as I have your request in writing before the actual end of the grant period.

From: Caitlyn Wilson <cwilson@claysheriffms.org>
Sent: Tuesday, January 12, 2021 9:42 AM
To: Melinda Padfield <MPadfield@dps.ms.gov>
Subject: RE: 2019 Grant Period

Good morning,

We have our flashlights ordered and are just waiting for them to come in. I filled out the online form that is due this month for you all. I am hoping we will have those flashlights by the end of this month. If not should I go ahead and have a letter typed up regarding we need an extension?

Thanks,

Caitlyn Wilson

From: Melinda Padfield <MPadfield@dps.ms.gov>

Sent: Tuesday, January 12, 2021 9:26 AM

To: ewinfreybspd@gmail.com; Blue Mountain <townofbluemountain@yahoo.com>; dlrobertson24@yahoo.com; chancery@clarkecountymys.gov; cwilson@claysheriffms.org; comoclerk514@gmail.com; comocclerk@gmail.com; Como (hilleverette1@gmail.com) <hilleverette1@gmail.com>; sgarrett@desotocountymys.gov; fhall@diberville.ms.us; Florence <police2@windstream.net>; fjohnston@bellsouth.net; Franklin County/Roger Causey <rcausey@ftcweb.net>; hickorycityof@bellsouth.net; iukapd@iukams.com; Lena <townoflena@att.net>; Jeaneen@cityoflongbeachms.com; Madison/Ruth Moore Stogner <rstogner@madisonpd.org>; townofmathiston@maxxsouth.net; Meadville/Robert Peebles <mdvillemsp@ftcweb.net>; Jackson County MGCCC/Louise Brown <louise.brown@mgccc.edu>; clerk@mizems.com; mjoiner@neshobacounty.net; sseale@newtoncountymys.net; lhilson@northwestms.edu; Oktibehha County <sword@sheriff.oktibbeha.ms.us>; jsmith@phwd.net; bhudson@phwd.net; Philadelphia/Sherrie Acton (sacton@bellsouth.net) <sacton@bellsouth.net>; dmunn@pontotocoms.com; rtutor@ci.pontotoc.ms.us; Puckett/ Lilly Hayes <townofpuckett@bellsouth.net>; puckettpolice04@gmail.com; tdixon@therez.ms; townofshuqualak@bellsouth.net; ritamcdonald@co.smith.ms.us; c.jackson <c.jackson@cityofstarkville.org>; mbarnett@wigginspolice.com; nuriareyesarias@gmail.com

Subject: 2019 Grant Period

Hello:

I am sending this email to request that everyone check their grant periods on their signature sheet for the 2019 grant periods. Many of you have a grant period that ends at the end of this month, January 31, 2021. If you feel you will be unable to complete your project by the end of this month, please submit a notice to me in writing stating that you will be unable to complete the project, why you cannot complete the project on time and how much time you feel you need to finish. I will complete a modification to extend you grant period. Let me know if you have any questions. Thanks!

Melinda Padfield

Program Manager and PMT Co-ordinator

601-977-3757


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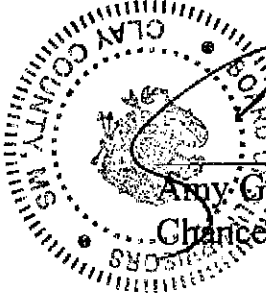
EXHIBIT C

CLAY COUNTY CHANCERY CLERK, AMY G. BERRY
AFFIDAVIT OF CREDIT CARD STATEMENT

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 credit card bill for the month October 2020 and December 2020 in which I am submitting to the Board for payment and further review at this time.

Witness this signature on the 4th day of March, 2021


Amy G. Berry
Chancery Clerk

The seal of Clay County, Georgia, is a circular emblem. It features a central five-pointed star surrounded by a wreath. The words "CLAY COUNTY" are arched across the top, and "GEORGIA" is arched across the bottom. The outer border of the seal contains the text "SEAL OF CLAY COUNTY, GEORGIA".

WEST POINT, MISSISSIPPI

DATE

CK#

20

CLAY COUNTY

FUND

VENDOR #

VENDOR NAME

PURCHASE ORDER #

INVOICE #
EXPENSE #

INVOICE DATE
DESCRIPTION

AMOUNT

001-200-480

Other travel
cost

INVOICE #
EXPENSE #

INVOICE DATE
DESCRIPTION

AMOUNT

Lake Limerick

INVOICE #
EXPENSE #

INVOICE DATE
DESCRIPTION

AMOUNT

INVOICE #
EXPENSE #

INVOICE DATE
DESCRIPTION

AMOUNT

INVOICE #
EXPENSE #

INVOICE DATE
DESCRIPTION

AMOUNT

September 2020 Statement

Open Date: 08/21/2020 Closing Date: 09/18/2020

Page 1 of 3

Account: 4798 5100 4674 2009

Visa® Platinum Business Rewards Card
CLAY COUNTY MS (CPN 001051747)

Cardmember Service
BUS 3D ELN 8

1-866-552-8855
13

New Balance	\$448.20
Minimum Payment Due	\$10.00
Payment Due Date	10/17/2020

Reward Points	
Earned This Statement	448
Reward Center Balance as of 09/17/2020	62,185
For details, see your rewards summary.	

Activity Summary		
Previous Balance	+	\$1,427.57
Payments	-	\$1,427.57CR
Other Credits		\$0.00
Purchases	+	\$448.20
Balance Transfers		\$0.00
Advances		\$0.00
Other Debits		\$0.00
Fees Charged		\$0.00
Interest Charged		\$0.00
New Balance	=	\$448.20
Past Due		\$0.00
Minimum Payment Due		\$10.00
Credit Line		\$38,000.00
Available Credit		\$37,551.80
Days in Billing Period		29

Payment Options:



Mail payment coupon
with a check



Pay online at
myaccountaccess.com



Pay by phone
1-866-552-8855

Please detach and send coupon with check payable to: Cardmember Service

CPN 001051747

Visa Business Rewards

Rewards Center Activity as of 09/17/2020

Rewards Center Activity*	0
Rewards Center Balance	62,185

*This item includes points redeemed, expired and adjusted.

Rewards Earned	This Statement	Year to Date
Points Earned on Net Purchases	448	18,912
Total Earned	448	18,912

Points Expiring on 09/30/2020: 703

For rewards program inquiries and redemptions, call 1-888-229-8864 from 8:00 am to 10:00 pm (CST) Monday through Friday, 8:00 am to 5:30 pm (CST) Saturday and Sunday. Automated account information is available 24 hours a day, 7 days a week.

Important Messages

Paying Interest: You have a 24 to 30 day interest-free period for Purchases provided you have paid your previous balance in full by the Payment Due Date shown on your monthly Account statement. In order to avoid additional INTEREST CHARGES on Purchases, you must pay your new balance in full by the Payment Due Date shown on the front of your monthly Account statement.

There is no interest-free period for transactions that post to the Account as Advances or Balance Transfers except as provided in any Offer Materials. Those transactions are subject to interest from the date they post to the Account until the date they are paid in full.

Speed through checkout while earning rewards with PayPal. Go to the Mobile App or manage your account online. Link your card to PayPal today.

Account Security is very important to you and to us. When you use your Card to make a purchase, particularly over the phone or online, you may be asked to provide a card security code, sometimes called a CVV. This information is used to help confirm that it is you using the Card and that the Card is authentic.

Transactions BERRY AMY G Credit Limit \$35000

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Purchases and Other Debits					
09/17	09/16	5333	AMERICAN 0012139168290 FORT WORTH TX HARVEY SCOTT 09/29/20 MEMPHIS TEN TO CHARLOTTE CHARLOTTE TO LYNCHBURG VA LYNCHBURG VA TO CHARLOTTE	\$448.20	
			Total for Account 4798 5100 6669 6234	\$448.20	

Transactions BILLING ACCOUNT ACTIVITY

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Payments and Other Credits					
09/15	09/14	0149	PAYMENT THANK YOU	\$1,427.57CR	

Continued on Next Page

Transactions BILLING ACCOUNT ACTIVITY

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Total for Account 4798 5100 4674 2009				\$1,427.57CR	

2020 Totals Year-to-Date

Total Fees Charged in 2020	\$15.00
Total Interest Charged in 2020	\$0.00

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

**APR for current and future transactions.

Balance Type	Balance By Type	Balance Subject to Interest Rate	Variable	Interest Charge	Annual Percentage Rate	Expires with Statement
**BALANCE TRANSFER	\$0.00	\$0.00	YES	\$0.00	9.99%	
**PURCHASES	\$448.20	\$0.00	YES	\$0.00	9.99%	
**ADVANCES	\$0.00	\$0.00	YES	\$0.00	23.99%	

Contact Us

 Phone

Voice: 1-866-552-8855
TDD: 1-888-352-8455
Fax: 1-866-807-9053

 Questions

Cardmember Service
P.O. Box 6353
Fargo, ND 58125-6353



Mail payment coupon
with a check

Cardmember Service
P.O. Box 790408
St. Louis, MO 63179-0408



Online

myaccountaccess.com

End of Statement



PayPal

CLAY COUNTY MS

Link your credit card to PayPal today!!!

Earn rewards while you shop the millions of sites that accept PayPal.
Experience faster checkouts, added security and convenience.
It's all there for you when you link your card to PayPal.

Link your card in the Mobile App or online today.

Recent updates to your account may impact your eligibility to enroll in PayPal. Account must be open and in good standing to earn and redeem rewards and benefits. Rewards are based on eligible net purchases (purchases minus credits and returns). Not all transactions are eligible to earn rewards. Limitations apply. See your Cardmember Agreement for details.

Eddie Scott Travel
Lynchburg, Va.

American Airlines <no-reply@notify.email.aa.com>

9/16/2020 10:09 AM

Your trip confirmation (MEM - LYH)

To pattystange204@comcast.net

9-29-20

10-01-20



Issued: September 16, 2020

Your trip confirmation and receipt

Record Locator: **KKRGVZ**

We charged \$448.20 to card ending in 6234 for your ticket purchase.

A face covering is required while flying on American, except for children under 2 years old. You are also required to wear a face covering while in the airport before and after your flight. Read more about travel requirements.

You'll need your record locator to find your trip at the kiosk and when you call Reservations.

Manage your trip

Tuesday, September 29, 2020

MEM

CLT

07:15 AM

→

10:04 AM

Memphis

Charlotte

AA 1846

Seat: 18A

Class: Economy (V)

Meals:

CLT

LYH

11:15 AM

→

12:12 PM

Charlotte

Lynchburg

AA 5411

Operated by Psa Airlines as American Eagle

Seat: 14A

Class: Economy (V)

Meals:

Free entertainment with the American app »

Thursday, October 1, 2020

LYH

CLT

12:42 PM

→

01:51 PM

Lynchburg

Charlotte

AA 5411

Operated by Psa Airlines as American Eagle

Seat: 18F

Class: Economy (N)

Meals:

CLT

MEM

02:30 PM

→

03:21 PM

Charlotte

Memphis

AA 4463

Operated by Republic Airways as American Eagle

Seat: 16F
Class: Economy (N)
Meals:

Earn 10,000 bonus miles

Plus a \$50 statement credit after qualifying purchases and no annual fee

[Learn more »](#)



Your trip receipt



Visa
XXXX XXXX XXXX 6234

HARVEY SCOTT

[Join AAdvantage »](#)

New ticket	\$448.20
Ticket #: 0012139168290	
[\$422.00 + Taxes and fees \$26.20]	

Total	\$448.20
-------	----------

Total cost (all passengers)	\$448.20
-----------------------------	----------

Bag information

WEST POINT, MISSISSIPPI

CK#

20

DATE

CLAY COUNTY

DEPARTMENT

FUND

1284

VENDOR #

General
Contractor Service

VENDOR NAME

PURCHASE ORDER #

INVOICE #
EXPENSE #

11/20/20

INVOICE DATE
DESCRIPTION

10/31/20

*52.42
AMOUNT

001-151-645 ✓

Cust supp / cleaning
agents

INVOICE #
EXPENSE #

11/20/20 A

INVOICE DATE
DESCRIPTION

10/31/20

*60.00
AMOUNT

001-200-400 ✓

Other travel
Cost Lake Lumbago

INVOICE #
EXPENSE #

11/20/20 B

INVOICE DATE
DESCRIPTION

10/31/20

*106.70
AMOUNT

001-200-476 ✓

Welding

INVOICE #
EXPENSE #

52.42 +
60.00 +
106.70 +
219.12 *

219.12
AMOUNT

INVOICE #
EXPENSE #

INVOICE DATE
DESCRIPTION

AMOUNT



October 2020 Statement

Open Date: 09/19/2020 Closing Date: 10/21/2020

Page 1 of 3

Account: 4798 5100 4674 2009

Visa® Platinum Business Rewards Card
CLAY COUNTY MS (CPN 001051747)

Cardmember Service
BUS 30 ELN 8

1-866-552-8855
13

New Balance	\$219.12
Minimum Payment Due	\$10.00
Payment Due Date	11/17/2020

Reward Points	
Earned This Statement	219
Reward Center Balance	61,930
as of 10/05/2020	
For details, see your rewards summary.	

Activity Summary		
Previous Balance	+	\$448.20
Payments	-	\$448.20CR
Other Credits		\$0.00
Purchases	+	\$219.12
Balance Transfers		\$0.00
Advances		\$0.00
Other Debits		\$0.00
Fees Charged		\$0.00
Interest Charged		\$0.00
New Balance	=	\$219.12
Past Due		\$0.00
Minimum Payment Due		\$10.00
Credit Line		\$38,000.00
Available Credit		\$37,780.88
Days in Billing Period		33

Payment Options:



Mail payment coupon
with a check



Pay online at
myaccountaccess.com



Pay by phone
1-866-552-8855

Please detach and send coupon with check payable to: Cardmember Service

CPN 001051747

Visa Business Rewards

Rewards Center Activity as of 10/05/2020	
Rewards Center Activity*	-703
Rewards Center Balance	61,930

*This item includes points redeemed, expired and adjusted.

Rewards Earned	This Statement	Year to Date
Points Earned on Net Purchases	219	19,131
Total Earned	219	19,131

For rewards program inquiries and redemptions, call 1-888-229-8864 from 8:00 am to 10:00 pm (CST) Monday through Friday, 8:00 am to 5:30 pm (CST) Saturday and Sunday. Automated account information is available 24 hours a day, 7 days a week.

Important Messages

Paying Interest: You have a 24 to 30 day interest-free period for Purchases provided you have paid your previous balance in full by the Payment Due Date shown on your monthly Account statement. In order to avoid additional INTEREST CHARGES on Purchases, you must pay your new balance in full by the Payment Due Date shown on the front of your monthly Account statement.

There is no interest-free period for transactions that post to the Account as Advances or Balance Transfers except as provided in any Offer Materials. Those transactions are subject to interest from the date they post to the Account until the date they are paid in full.

Speed through checkout while earning rewards with PayPal. Go to the Mobile App or manage your account online. Link your card to PayPal today.

Make Life Easier and EARN REWARDS FASTER! Pay your bills with Automatic Bill Pay. Use your card to automatically pay bills like phone, cable, utilities, insurance and more. It's the easy way to make payments on time and avoid late fees. Just call your service providers and tell them to bill your credit card. Enroll online at myaccountaccess.com and find out more.

Transactions		BERRY, AMY G		Credit Limit \$38000	
Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Purchases and Other Debits					
09/23	09/22	1787	AMZN Mktp US*M441C3A10 Amzn.com/bill WA	\$52.42	BMG
09/30	09/28	0487	AMERICAN 0011506653498 FORT WORTH TX SCOTT/HARVEY 09/29/20 MEMPHIS TEN TO CHARLOTTE CHARLOTTE TO LYNCHBURG VA	\$30.00	S/O
10/01	09/30	2186	COURTYARD BY MARRIOTT SOUTHAVEN MS	\$106.70	
10/02	09/30	8654	AMERICAN 0011508682478 FORT WORTH TX SCOTT/HARVEY 10/01/20 LYNCHBURG VA TO CHARLOTTE CHARLOTTE TO MEMPHIS TEN	\$30.00	S/O
Total for Account 4798 5100 6669 6234				\$219.12	

Continued on Next Page



October 2020 Statement 09/19/2020 - 10/21/2020
CLAY COUNTY MS (CPN 001051747)

Cardmember Service 1-866-552-8855

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Transactions BILLING ACCOUNT ACTIVITY

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Payments and Other Credits					
10/14	10/12	0186	PAYMENT THANK YOU	\$448.20CR	
Total for Account 4798 5100 4674 2009				\$448.20CR	

2020 Totals Year-to-Date	
Total Fees Charged in 2020	\$15.00
Total Interest Charged in 2020	\$0.00

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

**APR for current and future transactions.

Balance Type	Balance By Type	Balance Subject to Interest Rate	Variable	Interest Charge	Annual Percentage Rate	Expires with Statement
**BALANCE TRANSFER	\$0.00	\$0.00	YES	\$0.00	9.99%	
**PURCHASES	\$219.12	\$0.00	YES	\$0.00	9.99%	
**ADVANCES	\$0.00	\$0.00	YES	\$0.00	23.99%	

Contact Us

Phone

Voice: 1-866-552-8855
TDD: 1-888-352-6456
Fax: 1-866-807-9053

Questions

Cardmember Service
P.O. Box 8353
Fargo, ND 58125-6353



Mail payment coupon with a check

Cardmember Service
P.O. Box 790408
St. Louis, MO 63179-0408



Online

myaccountaccess.com

End of Statement

CLAY COUNTY MS



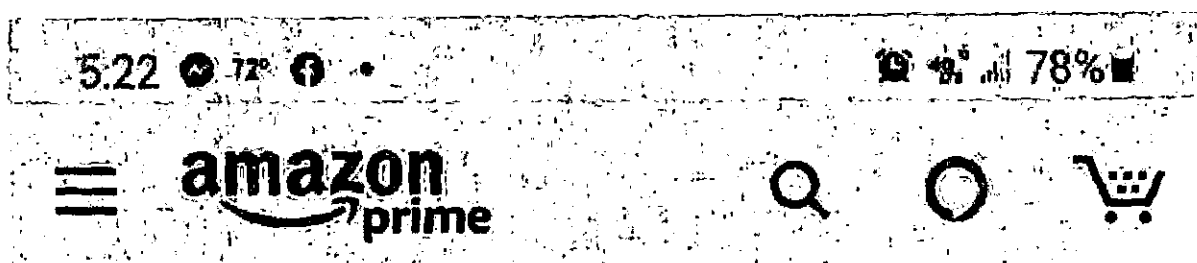
PayPal

Link your credit card to PayPal today!!!

Earn rewards while you shop the millions of sites that accept PayPal.
Experience faster checkouts, added security and convenience.
It's all there for you when you link your card to PayPal.

Link your card in the Mobile App or online today.

Recent updates to your account may impact your eligibility to enroll in PayPal. Account must be open and in good standing to earn and redeem rewards and benefits. Rewards are based on eligible net purchases (purchases minus credits and returns). Not all transactions are eligible to earn rewards, limitations apply. See your Cardmember Agreement for details.



View order details

Order date	Sep 16, 2020
Order #	113-3401206-9454632
Order total	\$52.42 (1 item)

Cancel items



Shipment details

Standard Shipping

Not yet shipped

Delivery Estimate

Thursday, October 1, 2020 - Wednesday,
October 14, 2020 by 8pm




**Lysol Max Cover
Disinfectant Mist -
Lavender Field 15
oz. (Pack of 4)**

\$36.99

Invoice

Page 1

FROM Tax ID/EIN/VAT No.: Contact Name: SBC DC SBC 260 BARTLEY DR NORTH YORK, ON M4A1G5 Canada Phone: 14378876942		Waybill Number: 63W1F74N9SK Shipment ID: 63W1F74N9SK  Date: 26/SEP/2020 Invoice No: PO No: Terms of Sale (Incoterm): Reason for Export: SALE	
SHIP TO Tax ID/VAT No.: Contact Name: NIKKI R CUDE NIKKI R CUDE 141 HILLCREST RD WEST POINT, MS 397734091 United States Phone: +19294364790		SOLD TO INFORMATION Tax ID/VAT No.: Contact Name: NIKKI R CUDE NIKKI R CUDE 141 HILLCREST RD WEST POINT, MS 397734091 United States Phone: +19294364790	

Units	U/M	Description of Goods/Part No.	Harm. Code	C/T/O	Unit Value	Total Value
1	EA	Lysol Max Cover Disinfectant Mist -		CA	36.99	36.99

Additional Comments:

Declaration Statement:

I hereby certify that the information on this invoice is true and correct and the contents and value of this shipment are as stated.

Shipper

Date


Invoice Line Total:	36.99
Discount/Rebate:	0.00
Invoice Sub-Total:	36.99
Freight:	0.00
Insurance:	0.00
Other:	0.00
Total Invoice Amount:	36.99

Total Number of Packages: 1 Currency: CAD

Total Weight: 2.2 KGS

Invoice

Page 1

FROM Tax ID/EIN/VAT No.: Contact Name: SBC DC SBC 260 BARTLEY DR NORTH YORK, ON M4A1G5 Canada Phone: 14378876942		Waybill Number: 63W1F74N9SK Shipment ID: 63W1F74N9SK  Date: 26/SEP/2020 Invoice No: PO No: Terms of Sale (Incoterm): Reason for Export: SALE	
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Units	U/M	Description of Goods/Part No.	Harm. Code	C/T/O	Unit Value	Total Value
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Date


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Invoice Sub-Total:	36.99
Freight:	0.00
Insurance:	0.00
Other:	0.00
Total Invoice Amount:	36.99

Total Number of Packages: 1

Currency: CAD

Total Weight: 2.2 KGS

Invoice

FROM						
Tax ID/EIN/VAT No.: Contact Name: SBC DC SBC 260 BARTLEY DR NORTH YORK, ON M4A1G5 Canada Phone: 14378876942		Waybill Number: 63W1F74N9SK Shipment ID: 63W1F74N9SK  Date: 26/SEP/2020 Invoice No: PO No: Terms of Sale (Incoterm): Reason for Export: SALE				
SHIP TO		SOLD TO INFORMATION				
Tax ID/VAT No.: Contact Name: NIKKI R CUDE NIKKI R CUDE 141 HILLCREST RD WEST POINT, MS 397734091 United States Phone: +19294364790		Tax ID/VAT No.: Contact Name: NIKKI R CUDE NIKKI R CUDE 141 HILLCREST RD WEST POINT, MS 397734091 United States Phone: +19294364790				
Units	U/M	Description of Goods/Part No.	Harm. Code	C/T/G	Unit Value	Total Value
1	EA	Lysol Max Cover Disinfectant Mist -		CA	36.99	36.99

Additional Comments:

Declaration Statement: I hereby certify that the information on this invoice is true and correct and the contents and value of this shipment are as stated.	
Shipper	Date

Invoice Line Total:	36.99
Discount/Rebate:	0.00
Invoice Sub-Total:	36.99
Freight:	0.00
Insurance:	0.00
Other:	0.00
Total Invoice Amount:	36.99
Total Number of Packages: 1	Currency: CAD
Total Weight: 2.2 KGS	

COURTYARD BY MARRIOTT

Payment Authorization Request:

Please complete this payment authorization form to allow the third-party expenses outlined below to be charged to your credit/debit card.

[Click here to open Marriott Privacy Center](#)

Guest Information

Confirmation Number: 84161385 Arrival Date: 09282020 Departure Date: 09292020

Guest Name: Eddie Scott

Company Name:

Phone Number: 6625499226

Address: 204 Hamlin Road

City, State, Zip: West Point, MS 39773

Relation to Cardholder: ☐ Relative ☐ Friend ☒ Business Associate ☐ Other:
 (if applicable)

Rate Information and Approved Charges:

- ☒ All Charges ☐ Room & Tax ☐ Telephone (LD) ☐ Telephone (Local) ☐ Restaurant
☐ Room Service ☐ Valet/Laundry ☐ Parking ☐ HS Internet Access ☐ Movies
☐ Event/Catering/Banquet Charges
☐ Other:

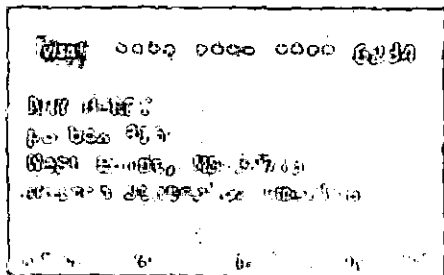
Currency type: VISA

Charges must not exceed 300.00 for the entire stay/event

Room Rate: 97.00 Taxes: 9.70 Total Daily Rate: 106.70 Number of Nights: 1

Comments/Special Requests:

Payment Information:



Cardholder Phone Number: 6624943124

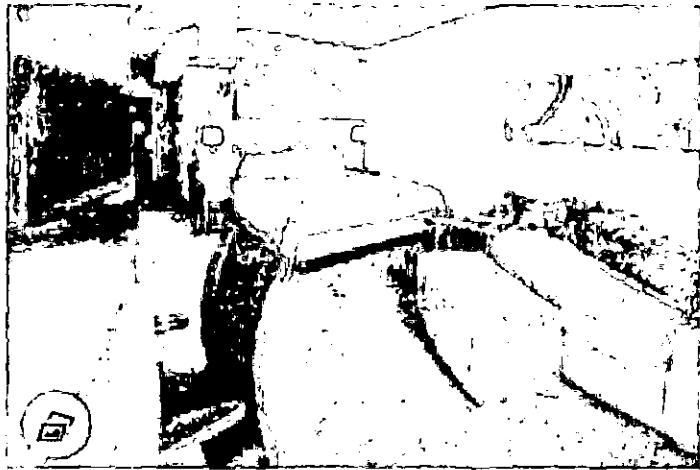
Acceptance and eSignature:

☒ I authorize the hotel mentioned above to charge payment for all charges as indicated in the Rate Information and Approved Charges section of this form by processing a charge to the credit/debit card listed above. I confirm that all guests listed above are age 18 or older. I am the authorized signer for the payment information attached.

Cardholder Signature: Amy G. Berry
pattystange204@comcast.net

Date: 09/28/2020

Doc ID: 20200928135734166



Eddie
Scott

Room 1 #84161385 - Guest room, 1 King, Sofa bed

ROOM DETAILS

Check in: Mon, Sep 28, 2020
Check out: Tue, Sep 29, 2020

1: Guest
 1 night

Member Rate Flexible

You may cancel your reservation for no charge before 11:59 PM local hotel time on September 27, 2020 (1 day[s] before arrival).

CANCELLATION POLICY

EDIT ROOM

CANCEL ROOM

Choose Room Features

Not Guaranteed: High floor, Extra foam pillows, Feather free room



97 USD / night + 9.70 USD Taxes and fees

USD
106.70 Subtotal

Member Rate Flexible

RATE DETAILS

1 room(s) for 1 nights	Prices in USD
Monday, September 28, 2020	97.00
Total cash rate	97.00
Estimated government taxes and fees	9.70
Total for stay in hotel's currency	106.70 USD

Your Details for Room 1: #84161385

Guest Information x

All fields are required unless otherwise stated.

Name

Title

(Optional)

First Name

Eddie

Last Name

Scott

☐ Primary email

PATTYSTANGE204@COMCAST.NET

Alternate email

Marriott Bonvoy Member Number

287746908

Telephone

6625499226

SUBMIT

CANCEL

Billing Address >

Credit Card Information



Total for Stay

(All rooms) in local currency

106.70 USD

Summary of Charges (all rooms)

Subtotal	97.00 USD
Total taxes & fees	9.70 USD
Total for Stay	106.70 USD

Additional Charges

Complimentary on-site parking

Changes in taxes or fees implemented after booking will affect the total room price.



Unlock your stay with the Marriott Bonvoy™ App

LEARN MORE

Follow Us



American Airlines <no-reply@notify.email.aa.com>

9/28/2020 9:42 AM

Your receipt

To pattystange204@comcast.net



Issued: September 28, 2020

Your receipt

Record Locator: **KKRGVZ**

Thanks for your payment. Check your bags and print bag tags at the airport.
Free checked bags are not included on this receipt.

Payment details



Visa
XXXXXXXXXXXX6234

HARVEY SCOTT

MEM-LYH

Bags (Document # 0011506653498)	\$30.00
Tax	\$0.00

Total

\$30.00

Total cost

\$30.00



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American Airlines <no-reply@notify.email.aa.com>

9/30/2020 1:33 PM

Your receipt

To pattystange204@comcast.net



Issued: September 30, 2020

Your receipt

Record Locator: **KKRGVZ**

Thanks for your payment. Check your bags and print bag tags at the airport.
Free checked bags are not included on this receipt.

Payment details



Visa
XXXXXXXXXXXX6234

HARVEY SCOTT

LYH-MEM

Bags (Document # 0011506682478)	\$30.00
Tax	\$0.00

Total

\$30.00

Total cost

\$30.00



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WEST POINT, MISSISSIPPI

Feb

CK# 21

DATE

CLAY COUNTY

DEPARTMENT

FUND

VENDOR #

VENDOR NAME

PURCHASE ORDER #

INVOICE #	INVOICE DATE	DESCRIPTION	AMOUNT
02/2081	1-21-21		
EXPENSE #			
001. 20,476		Credit	-1,077
001. 152,690		sp.	58.97
			51.90

INVOICE #	INVOICE DATE	DESCRIPTION	AMOUNT
-----------	--------------	-------------	--------

INVOICE #	INVOICE DATE	DESCRIPTION	AMOUNT
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INVOICE #	INVOICE DATE	DESCRIPTION	AMOUNT
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INVOICE #	INVOICE DATE	DESCRIPTION	AMOUNT
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Elan

January 2021 Statement

Open Date: 12/19/2020 Closing Date: 01/21/2021

Page 1 of 3

Account: 4798 5100 4674 2009

Visa® Platinum Business Rewards Card
CLAY COUNTY MS (CPN 001051747)

Cardmember Service
BUS 3D ELN 8

1-866-552-8855
13

New Balance	\$51.90
Minimum Payment Due	\$10.00
Payment Due Date	02/17/2021

Reward Points

Earned This Statement	59
Reward Center Balance	62,149
as of 01/20/2021	
For details, see your rewards summary.	

Activity Summary

Previous Balance	-	\$7.07 ^{CR}
Payments		\$0.00
Other Credits		\$0.00
Purchases	+	\$58.97
Balance Transfers		\$0.00
Advances		\$0.00
Other Debits		\$0.00
Fees Charged		\$0.00
Interest Charged		\$0.00
New Balance	=	\$51.90
Past Due		\$0.00
Minimum Payment Due		\$10.00
Credit Line		\$38,000.00
Available Credit		\$37,948.10
Days in Billing Period		34

Payment Options:



Mail payment coupon
with a check



Pay online at
myaccountaccess.com



Pay by phone
1-866-552-8855

Please detach and send coupon with check payable to: Cardmember Service CPN 001051747

Visa Business Rewards

Rewards Center Activity as of 01/20/2021	
Rewards Center Activity*	0
Rewards Center Balance	62,149

*This item includes points redeemed, expired and adjusted.

Rewards Earned	This Statement	Year to Date
Points Earned on Net Purchases	59	59
Total Earned	59	59

Points Expiring on 03/31/2021: 6636

For rewards program inquiries and redemptions, call 1-888-229-8864 from 8:00 am to 10:00 pm (CST) Monday through Friday, 8:00 am to 5:30 pm (CST) Saturday and Sunday. Automated account information is available 24 hours a day, 7 days a week.

Important Messages

Paying Interest: You have a 24 to 30 day interest-free period for Purchases provided you have paid your previous balance in full by the Payment Due Date shown on your monthly Account statement. In order to avoid additional INTEREST CHARGES on Purchases, you must pay your new balance in full by the Payment Due Date shown on the front of your monthly Account statement.

There is no interest-free period for transactions that post to the Account as Advances or Balance Transfers except as provided in any Offer Materials. Those transactions are subject to interest from the date they post to the Account until the date they are paid in full.

Speed through checkout while earning rewards with PayPal. Go to the Mobile App or manage your account online. Link your card to PayPal today.

Manage expenses with a new, simple, yet powerful and free tool. Visa Business Reporting allows a more efficient way to manage expenses. Track spending, run custom reports and sync transactions with accounting software like Intuit Quickbooks Online and Xero. Enroll today at myaccountaccess.com/vbr

TransactionsBERRY AMY GCredit Limit: \$38000

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Purchases and Other Debits					
12/29	12/28	4800	BEST BUY 00007781 TUPELO MS	\$21.44	
12/30	12/28	7296	OFFICEMAX/DEPOT 6243 TUPELO MS	\$37.53	
Total for Account 4798 5100 6788 3294				\$58.97	

2021 Totals Year-to-Date	
Total Fees Charged in 2021	\$0.00
Total Interest Charged in 2021	\$0.00

Continued on Next Page

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

**APR for current and future transactions.

Balance Type	Balance By Type	Balance Subject to Interest Rate	Variable	Interest Charge	Annual Percentage Rate	Expires with Statement
**BALANCE TRANSFER	\$0.00	\$0.00	YES	\$0.00	9.99%	
**PURCHASES	\$51.90	\$0.00	YES	\$0.00	9.99%	
**ADVANCES	\$0.00	\$0.00	YES	\$0.00	23.99%	

Contact Us

Phone

Voice: 1-866-552-8855
TDD: 1-888-352-6455
Fax: 1-866-807-9053

Questions

Cardmember Service
P.O. Box 6353
Fargo, ND 58125-6353



Mail payment coupon with a check

Cardmember Service
P.O. Box 790408
St. Louis, MO 63179-0408



Online

myaccountaccess.com

End of Statement

CLAY COUNTY MS



PayPal

Link your credit card to PayPal today!!!

Earn rewards while you shop the millions of sites that accept PayPal. Experience faster checkouts, added security and convenience. It's all there for you when you link your card to PayPal.

Link your card in the Mobile App or online today.

Recent updates to your account may impact your eligibility to enroll in PayPal. Account must be open and in good standing to earn and redeem rewards and benefits. Rewards are based on eligible net purchases (purchases minus credits and returns). Not all transactions are eligible to earn rewards. Limitations apply. See your Cardmember Agreement for details.

Welcome to Best Buy #778
3040 N GLOSTER ST
TUPELO, MS 38804



Office DEPOT OfficeMax

TUPELO - (662) 690-8011
12/28/2020 2:30 PM



VPTT5PAPUY5556CW6

Val:100001-635153-422106-583232-740985-61648

0778 044 8480 12/28/20 14:48

5580672 NS-PDD607 19 99
6FT DISPLAYPORT TO DISPLAYPOR
Sales Tax 1.45

Subtotal 19.99
Sales Tax 1.45
=====

Total 21.44

*****3294 ChipRead USD\$ 21.44
VISA CREDIT - VISA
BERRY/AMY G
Approval 418274

CARD ENTRY: Chip
MODE: Issuer
AID: A0000000031010

Most purchases made between Oct. 13, 2020 and Jan. 2, 2021 qualify for our Holiday Return and Exchange promise and most purchases may be returned through Jan. 16, 2021. Cell phones, cellular tablets and cellular wearables have a 14-day return policy. Major appliances and holiday products have a 15-day return policy. For details, see BestBuy.com>Returns. To learn about our privacy practices, visit BestBuy.com/Privacy.

Your Customer Service PIN is:
0778 044 8480 122820

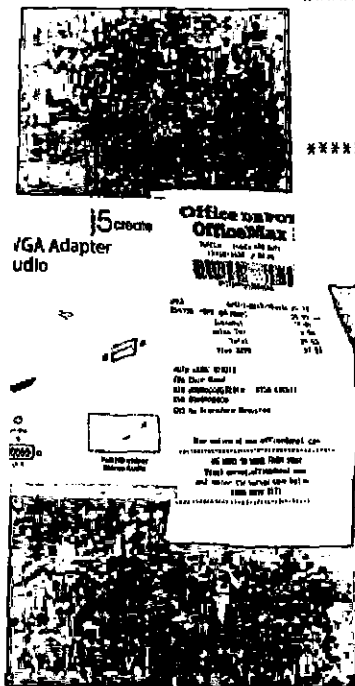
SALE 6243-1-8810-982635-20.12.2
854798 HDMI,VGA,ADAPT 34.99 SS
Subtotal: 34.99
Sales Tax: 2.54
Total: 37.53
Visa 3294: 37.53

AUTH CODE 418213
TDS Chip Read
AID A0000000031010 VISA CREDIT
TVR 8000008000
CVS No Signature Required

Shop online at www.officedepot.com

WE WANT TO HEAR FROM YOU!

Visit survey.officedepot.com
and enter the survey code below:
15S6 KOYV D1T1



PURCHASE ORDER
CLAY COUNTY
WEST POINT, MS
662-494-3124

Requisition #: 28586

OPEN

PO #: 46835
Date: 12/28/2020

Vendor #: 6332

Bill to:
CLAY COUNTY DRUG COURT
PO BOX 815

WEST POINT MS 39773-0000

OFFICE DEPOT
ACT.#37892446
P. O. BOX 9020
DES MOINES IO 50368-9020

Ship to:
CLAY CO. BD. OF SUPERVISORS
365 COURT ST
PO BOX 815
WEST POINT MS 39773-0000

Bid Date:

Contract Date:

QUANTITY	DESCRIPTION		PRICE	TOTAL
1.00	6' CABLE DISPLAY PORT	001- -	16.99	16.99
1.00	HDMI VGA ADAPTER	001- -	32.09	32.09

TOTAL AMOUNT OF PURCHASE ORDER: 49.08


Purchase Clerk

ORIGINAL DATE OF PRINT: 12/28/2020 13:14:53

PURCHASE REQUISITION

CLAY COUNTY PURCHASING
P.O. Box 815 County Courthouse
West Point, MS 39773
662-494-3313

Requisition N^o 028586

Related Purchase Order No. _____

Data Processing
County Department or Office

12-28-22
Date

Budget to be Charged:
Data Processing


Date Needed

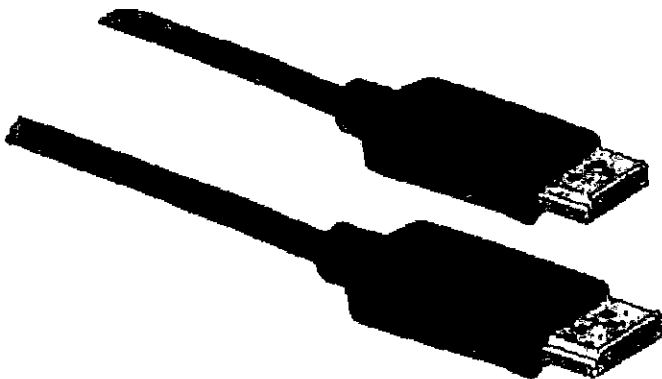
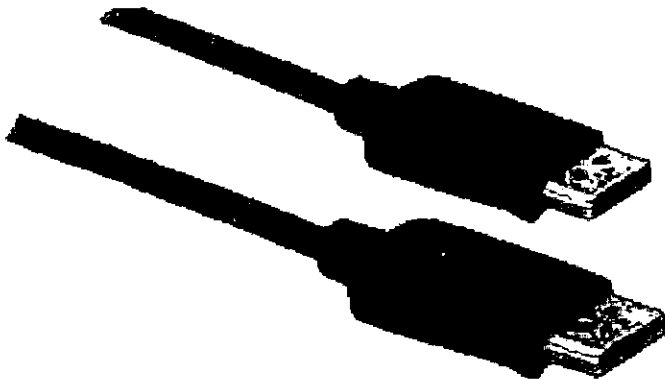
Delivery to: _____

Quantity Requested	Description of Items Requested	(For Purchase Clerk's Use Only)
1	Display Port Cable	
1	HDMI to VGA Adapter	
	(For Budget)	

Approved: [Signature]
Authorized Signature

Ativa® DisplayPort Cable, 6', Black, 36545 Item # 689772

\$16.99 / each
Estimated delivery 1-3 business days
 **Need It sooner?** Order by 5pm and get it today ①
Free Store Pickup in 1 Hour ②
Sold in stores
Out Of Stock at
4398 mall drive, tupelo, ms 38804
Check another store



Frequently bought together

<https://www.officedepot.com/a/products/689772/Ativa-DisplayPort-Cable-6-Black-36545/>

Ativa® HDMI to VGA Adapter, Unidirectional, White, 27523 Item # 529718

\$32.09 / each

Estimated delivery 1-3 business days



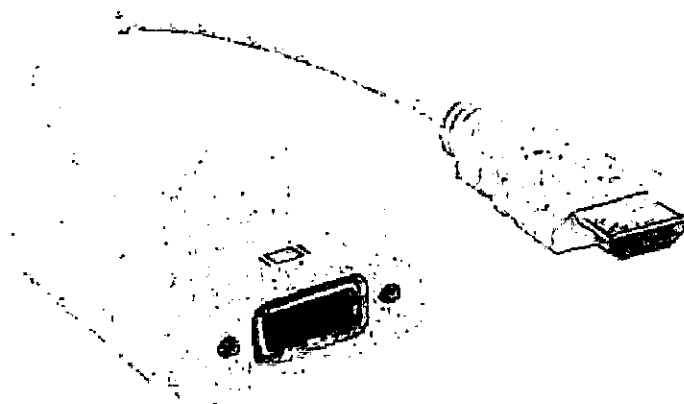
Need it sooner? Order by 5pm and get it today ⓘ

Free Store Pickup in 1 Hour ⓘ

In stock at

4398 mall drive, tupelo, ms 38804

[Check another store](#)

**Description**

<https://www.officedepot.com/a/products/529718/Ativa-HDMI-to-VGA-Adapter-Unidirectional/>

1/2

INSIGNIA®

DisplayPort
Cable4K
ULTRAHD6'
CABLE

NS-P00607

Welcome to Best Buy 8778
3040 N. MLOSTER ST
TUMALO, MS 38604



Wpt 100001-875153-422106-583232-740985-61648

8778 044 8480 12/28/20 14:48

6880672	NS-P00607	13 59
CPT DISPLAYPORT TO DISPLAYPORT		
Sales Tax		1.45
Subtotal		19.99
Sales Tax		1.45
Total		21.44

Receipt# 3294 ChipRead USDs 21.44
VISA CREDIT - VISA
BERRY/AMY G
Approval 418274

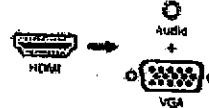
CARD ENTRY: Chip
MODE: Issuer
AID: 80000000031010

Most purchases made between Oct. 13, 2020 and Jan. 2, 2021 qualify for our Holiday Return and Exchange promise and most purchases may be returned through Jan. 16, 2021. Cell phones, cellular tablets and cellular wearables have a 14-day return policy. Major appliances and holiday products have a 15-day return policy. For details, see BestBuy.com/Returns. To learn about our privacy practices, visit BestBuy.com/Privacy.

Your Customer Service PIN is
0778 044 8480 122820

j5create®

HDMI to VGA Adapter Video+Audio

Full HD Video/
Stereo AudioOffice DEPOT
OfficeMax

TUMALO - (662) 698-8011
12/28/2020 2:30 PM



SALE	6213-418213	982585.20.12.2
354198	HDMI TO VGA ADAPT	34.99 55
Subtotal:		34.99
Sales Tax:		2.04
Total:		37.03
VISA 3294:		37.03

AUTH CODE 418213
TOS Chip Read
AID 80000000031010 VISA CREDIT
TUR 8000008008
CVS No Signature Required

Shop online at www.officedepot.com

WE WANT TO HEAR FROM YOU!
Visit surveys.officedepot.com
and enter the survey code below:
1596 KOTV 8171

Nº 048640

Date Received 12/29/20

Purchase Requisition Number 46835
Purchase Order Number 46835

Received By [Signature] Agrees with Purchase Order Except as Noted: [Signature]
Receiving Clerk, Inventory Custodian, or Deputy Clerk (Purchase Dept. or Accounting Dept.)

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

EXHIBIT D

L

L

L

295-2868

2020 Taxes

Bond Payment

Fox Den, City #2187 Real
Personal

#62,734.92

Nature GAA 22,844 Real
484 Personal

Founders Cottages 8,630 Real
683 Personal

#34,828

County:

(may) next payment
Natures' 16,759 Real (33,512)
710 Personal

Founders' 6331 Real (12,661)
1,001 Personal

Fox Den (all) 3209 Real

\$28,010

\$62,838

Bryan Fernature's Golf Has Paid US
\$28,012.43

Due to Be Paid \$21,433.27

① Get Auth. from the Board 3/4/2021 to
transfer \$28,012.43 from General
Fund to Special Fund - Nature's
Golf TIF Fund

001-0000-200

001-000-002

Nature's Golf TIF Fund #

To correct Assessor's settlement of
TIF proceeds to General Fund. Due to
Nature's Golf TIF Fund.

Thursday - when I get Authority to
pay from Board you will pay from
the TIF Fund - \$28,012.43 to City is
up.

- 700-705 - Due to city
of West Point

July 11

③ later in August - Basha will settle
to us in Special Check -
Advancement TIF moves -

Receipt in TIF First - line item 2nd -

3/02/2021 Real Property On-Line Receipt Collections 11:11:38
 Receipt#: 2020 3648 1 Parcel#: 092A 24A 0150300 Date: 3/02/2021
 Owner: FOX DEN LLC Payment Amount:
 Payment #: 2 ORIGINAL AMT PREV COL-D CURRENT DUE AMT COL-D
 Ad Valorem Tax..... 3209.31 3209.31
 Special Assessment.....
 Forestry Tax.....
 Interest Fees.....
 Printer Fees.....
 Recording Fees.....
 Miscellaneous Charges...
 TOTAL AMOUNT..... 3209.31 3209.31 .00
 TAXES PAID BY: FOX DEN LLC METHOD: CK CHECK CK#:
 Collected By: PORSHA Collection Number: 10472 MINIMUM DUE: .00

Option: 4=Void Payment 5=View Payment Detail
 PT PMT# DATE PAID AMOUNT PD PAID BY COL-D BY VOID
 001 12/30/2020 3209.31 FOX DEN LLC KAY

F5=Post Payment/Print Receipt F6=Post Payment/No Print F8=Reprint Receipt
 F9=View Receipt Record F12=Cancel

Tiff - December Settlement

3/02/2021 Real Property On-Line Receipt Collections 11:12:21
Receipt#: 2020 3636 Parcel#: 092A 24A 0150100 Date: 3/02/2021
Owner: FOUNDERS COTTAGES LLC Payment Amount:
Payment #: 2 ORIGINAL AMT PREV COL-D CURRENT DUE AMT COL-D
Ad Valorem Tax.....: 12661.00 6331.66 6329.34 632934
Special Assessment.....:
Forestry Tax.....:
Interest Fees.....: 63.29 6329
Printer Fees.....:
Recording Fees.....:
Miscellaneous Charges...:
TOTAL AMOUNT.....: 12661.00 6331.66 6392.63 639263
TAXES PAID BY: FOUNDERS COTTAGES LLC METHOD: CK CHECK CK#:
Collected By: PORSHA Collection Number: 10473 MINIMUM DUE: 3164.67

Option: 4=Void Payment 5=View Payment Detail
OPT PMT# DATE PAID AMOUNT PD PAID BY COL-D BY VOID
001 1/27/2021 6331.66 FOUNDERS COTTAGES LLC JIM

F5=Post Payment/Print Receipt F6=Post Payment/No Print F8=Reprint Receipt
F9=View Receipt Record F12=Cancel

Jan Settlement

3/02/2021, Personal Property On-Line Receipt Collections 11:10:50
 Receipt#: 2020 394 Parcel#: 002017001 Account#:
 Owner: NATURE'S GOLF LLC Collection Date: 3/02/2021
 Payment Amount:
 Payment #: 2 ORIGINAL AMT PREV COL~D CURRENT DUE AMT COL~D
 Ad Valorem Tax.....: 710.90 710.90
 Interest Fees.....:
 Printer Fees.....:
 Filing Fees.....:
 Miscellaneous Charges...:
 TOTAL AMOUNT.....: 710.90 710.90 .00
 TAXES PAID BY: NATURE'S GOLF LLC METHOD: CK CHECK CK#:
 Collected By: PORSHA Collection Number: 598 MINIMUM DUE: .00

Option: 4=Void Payment 5=View Payment Detail
 OPT PMT# DATE PAID AMOUNT PD PAID BY COL~D BY VOID
 001 1/28/2021 710.90 NATURE'S GOLF LLC KAY

F5=Post Payment/Print Receipt F6=Post Payment/No Print F8=Reprint Receipt
 F9=View Receipt Record F12=Cancel

Jan Settlement

3/02/2021, Personal Property On-Line Receipt Collections 11:11:12
Receipt#: 2020 223 Parcel#: 002018001 Account#:
Owner: FOUNDERS COTTAGES LLC Collection Date: 3/02/2021
Payment Amount:
Payment #: 2 ORIGINAL AMT PREV COL-D CURRENT DUE AMT COL-D
Ad Valorem Tax.....: 1002.59 1001.43 1.16 116
Interest Fees.....: .01 1
Printer Fees.....:
Filing Fees.....:
Miscellaneous Charges...:
TOTAL AMOUNT.....: 1002.59 1001.43 1.17 117
TAXES PAID BY: FOUNDERS COTTAGES LLC METHOD: CK CHECK CK#:
Collected By: PORSHA Collection Number: 598 MINIMUM DUE: .58

Option: 4=Void Payment 5=View Payment Detail
OPT PMT# DATE PAID AMOUNT PD PAID BY COL-D BY VOID
001 1/27/2021 1001.43 FOUNDERS COTTAGES LLC JIM

F5=Post Payment/Print Receipt F6=Post Payment/No Print F8=Reprint Receipt
F9=View Receipt Record F12=Cancel

Jan. Settlement

3/02/2021. Real Property On-Line Receipt Collections 11:12:08
 Receipt#: 2020 7820 3 Parcel#: 092A 24A 0150000 Date: 3/02/2021
 Owner: NATURE'S GOLF LLC Payment Amount:
 Payment #: 2 ORIGINAL AMT PREV COL~D CURRENT DUE AMT COL~D
 Ad Valorem Tax.....: 33512.10 16759.13 16752.97 1675297
 Special Assessment.....:
 Forestry Tax.....:
 Interest Fees.....: 167.53 16753
 Printer Fees.....:
 Recording Fees.....:
 Miscellaneous Charges...:
 TOTAL AMOUNT.....: 33512.10 16759.13 16920.50 1692050
 TAXES PAID BY: NATURE'S GOLF LLC METHOD: CK CHECK CK#:
 Collected By: PORSHA Collection Number: 10473 MINIMUM DUE: 8376.49

Option: 4=Void Payment 5=View Payment Detail
 OPT PMT# DATE PAID AMOUNT PD PAID BY COL~D BY VOID
 001 1/28/2021 16759.13 NATURE'S GOLF LLC KAY

F5=Post Payment/Print Receipt F6=Post Payment/No Print F8=Reprint Receipt
 F9=View Receipt Record F12=Cancel

Jan. Settlement

ASSESSMENT CERTIFICATE OF CLAY COUNTY TAX ASSESSOR

Pursuant to Sections 21-45-1 et seq., Mississippi Code of 1972, as amended (the "TIF Act"), I, Paige Lamkin, Tax Assessor-Collector, Tax Assessor of Clay County, Mississippi (the "County"), do hereby certify as follows with regards to certain real property including personal property located thereon (collectively the "TIF District Property") all as described in the *Tax Increment Financing Plan, Nature's Golf Project, City of West Point, Mississippi, September 2016* (the "TIF Plan") adopted by the City of West Point, Mississippi (the "City"), said real and personal property being located within the Tax Increment Financing District established by the City:

- 1) The "Original Assessed Value" (as such term is defined under the Act) of the TIF District Property for taxes assessed in calendar year 2016, was \$63,995 according to its then most recently determined valuation.

The "Original Assessed Value" resulted in:

CITY TAXES:	\$ 2,368 at 34.40 mills
COUNTY TAXES:	\$ 3,154 at 49.29 mills

*100% of
Increase*


- 2) The "Current Assessed Value" (as such term is defined in the Act) of the TIF District Property is, for taxes assessed in 2019, \$761,256 according to the most recently determined valuation, consisting of \$725,369 in real property and improvements and \$35,887 in personal property.

- 3) The "Captured Assessed Value" (as such term is defined in the Act) of the TIF District Property is, for taxes assessed in calendar year 2019, \$697,262 according to the most recently determined valuation, consisting of \$661,375 in real property and \$35,887 in personal property.

- 4) Based on the above, the incremental increase in ad valorem taxes for the 2019 tax year (being due and payable on or before February 1, 2020) resulting from ad valorem taxation by the City and the County when applied to the Captured Assessed Value is as follows:

CITY TAXES:	\$25,834 at 37.05 mills
COUNTY TAXES:	\$34,368 at 49.29 mills

IN WITNESS WHEREOF, I have hereto set my hand on this the 17th day of December, 2019.



PAIGE LAMKIN, TAX ASSESSOR-COLLECTOR
CLAY COUNTY, MISSISSIPPI

EXHIBIT E



Golden Triangle
Development
LINK

PO Box 1328
Columbus, MS 39703

Invoice

Date	Invoice #
2/28/2021	257085

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

Item Code	Description	Amount
Clay County Reimbursement	Tkach Option Agreement	5,000.00
Clay County Reimbursement	Litwiller Option Agreement	5,000.00

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 contribution.

Total	\$10,000.00
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EXHIBIT F

Memorandum

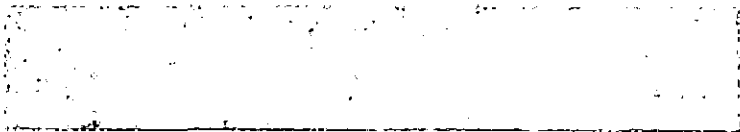
To: City of West Point & Clay County
From: Phylis Benson, Golden Triangle Planning & Development District
Date: March 4, 2021
Re: Yokohama Blvd Sewer Extension – ARC SAAW

Utilizing Appalachian Regional Commission (ARC) Grant #MS-17623 (RFC #4), in addition to matching funds provided by the City of West Point and Clay County, the following invoice will be disbursed as follows:

Vendor	Invoice #	ARC MS-17623	Clay County	City of West Point	TOTAL
Golden Triangle PDD					
Calvert-Spradling Engineers	9397	\$ 7,607.25	\$ 951.00	\$ 951.00	\$ 9,509.25
DNA Underground LLC	PP #3	\$124,905.24	\$15,613.00	\$15,613.00	\$156,131.24
TOTAL		\$132,512.49	\$16,564.00	\$16,564.00	\$165,640.49

Please be reminded that ARC funds must be disbursed within three (3) days of receipt. A copy of the check and deposit slip should be filed with this office.

Should you have any questions or need additional information, please contact this office at (662) 320-2007.



EXPENDITURE REPORT #4

City of West Point
for
Power Belt Industrial Site Sewer Extension
CSE# 218163

February 25, 2021

	THIS MONTH	TOTAL TO DATE	BUDGET
DNA Underground	156,131.24	480,281.05	505,559.00 *
Construction	\$ 156,131.24	\$ 480,281.05	\$ 505,559.00
Engineering	2,162.25	43,826.25	46,500.00
Inspection	7,347.00	22,515.00	23,700.00
Survey (Easements)		3,000.00	3,000.00
Environmental		3,000.00	3,000.00
Administration			25,000.00
Contingencies			18,241.00
TOTAL COST	\$ 165,640.49	\$ 552,622.30	\$ 625,000.00

*Includes Change Order #1

Funding:

ARC \$ 625,000.00

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


City of West Point
P. O. Box 1117
West Point, MS 39773

Invoice number 9397
Date 02/25/2021

Project 218-163 WEST POINT - SEWER EXT -
YOKOHAMA BLVD (SAAW GRANT)

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
01 Design	32,550.00	100.00	32,550.00	32,550.00	0.00
02 Bid	4,650.00	100.00	4,650.00	4,650.00	0.00
03 Construction	6,975.00	95.00	4,464.00	6,626.25	2,162.25
04 As-Builts	2,325.00	0.00	0.00	0.00	0.00
40 Inspection	23,700.00	95.00	15,168.00	22,515.00	7,347.00
05 Survey (Easements)	3,000.00	100.00	3,000.00	3,000.00	0.00
05 Environmental	3,000.00	100.00	3,000.00	3,000.00	0.00
Total	76,200.00	94.94	62,832.00	72,341.25	9,509.25

Invoice total 9,509.25

Approved by:

Stanley J. Spradling



ENGINEERS JOINT CONTRACT
DOCUMENTS COMMITTEE

Contractor's Application for Payment No.

3

Application Period: 1/21/21 to 3/20/21		Application Date: 2/22/2021
To (Owner): City of West Point	From (Contractor): DNA Underground LLC	Via (Engineer): Calvert - Spradling Engineers
Project: Yokohama Boulevard Sewer Extension	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.: 218163 ARC#MS-17623

Application For Payment Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
1	\$4,600.00	
TOTALS	\$4,600.00	
NET CHANGE BY CHANGE ORDERS		

1. ORIGINAL CONTRACT PRICE.....	\$	\$500,959.00
2. Net change by Change Orders.....	\$	\$4,600.00
3. Current Contract Price (Line 1 ± 2).....	\$	\$505,559.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....	\$	\$505,559.00
5. RETAINAGE:		
a. 5% X \$505,559.00 Work Completed.....	\$	\$25,277.95
b. 5% X Stored Material.....	\$	
c. Total Retainage (Line 5.a + Line 5.b).....	\$	\$25,277.95
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$	\$480,281.05
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	\$324,149.81
8. AMOUNT DUE THIS APPLICATION.....	\$	\$156,131.24
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$	\$25,277.95

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By Michele Dettine Date: 2/19/21

Payment of: \$ 156,131.24
(Line 8 or other - attach explanation of the other amount)

is recommended by: [Signature] 2-25-21
(Engineer) (Date)

Payment of: \$ 156,131.24
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Owner) _____ (Date)

Approved by: _____ Funding or Financing Entity (if applicable) _____ (Date)

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): Yokohama Boulevard Sewer Extension										Application Number: 3				
Application Period: 1/21/21 to 2/20/21										Application Date: 22-Feb-21				
A					B	C	E	C	D	E	F			
Item		Contract Information			Total Value of Item (\$)	Quantity Previous App	Value Previous	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored	Total Completed and Stored to Date (\$+F+G)	% (H / B)	Balance to Finish - H	(B)
Bid Item No	Description	Item Quantity	Units	Unit Price										
	Base Bid													
1	Seeding and Erosion Controls	2801	LF	\$9.00	\$ 25,209.00	300	\$ 2,700.00	2501	\$22,509.00		\$21,209.00	100.0%	\$ -	-
2	12" PVC Sewer Main (SDR 26)(0'-8' Cut)	130	LF	\$70.00	\$ 9,100.00		\$ -	130	\$9,100.00		\$9,100.00	100.0%	\$ -	-
3	12" PVC Sewer Main (SDR 26)(6'-8' Cut)	200	LF	\$75.00	\$ 15,000.00		\$ -	200	\$15,000.00		\$15,000.00	100.0%	\$ -	-
4	12" PVC Sewer Main (SDR 26)(8'-10' Cut)	250	LF	\$80.00	\$ 20,000.00	50	\$ 4,000.00	200	\$16,000.00		\$20,000.00	100.0%	\$ -	-
5	12" PVC Sewer Main (SDR 26)(10'-12' Cut)	250	LF	\$90.00	\$ 22,500.00	50	\$ 4,500.00	200	\$18,000.00		\$22,500.00	100.0%	\$ -	-
6	12" PVC Sewer Main (SDR 26)(12'-14' Cut)	250	LF	\$100.00	\$ 25,000.00	50	\$ 5,000.00	200	\$20,000.00		\$25,000.00	100.0%	\$ -	-
7	12" DIP Sewer Main (CL350)(0'-6' Cut)	20	LF	\$120.00	\$ 2,400.00		\$ -	20	\$2,400.00		\$2,400.00	100.0%	\$ -	-
8	12" DIP Sewer Main (CL350)(14'-16' Cut)	550	LF	\$158.00	\$ 86,900.00	110	\$ 17,380.00	440	\$69,520.00		\$86,900.00	100.0%	\$ -	-
9	12" DIP Sewer Main (CL350)(16'-18' Cut)	250	LF	\$188.00	\$ 47,000.00	250	\$ 42,000.00				\$41,000.00	100.0%	\$ -	-
10	12" DIP Sewer Main (CL350)(18'-20' Cut)	200	LF	\$187.00	\$ 37,400.00	200	\$ 37,400.00				\$37,400.00	100.0%	\$ -	-
11	12" DIP Sewer Main (CL350)(20'-22' Cut)	250	LF	\$196.00	\$ 49,000.00	250	\$ 49,000.00				\$49,000.00	100.0%	\$ -	-
12	12" DIP Sewer Main (CL350)(22'-24' Cut)	150	LF	\$205.00	\$ 30,750.00	150	\$ 30,750.00				\$30,750.00	100.0%	\$ -	-
13	12" DIP Sewer Main (CL350)(24'-26' Cut)	300	LF	\$215.00	\$ 64,500.00	300	\$ 64,500.00				\$64,500.00	100.0%	\$ -	-
14	4' Diameter Manhole (0'-8' Cut)	0	Each	\$3,800.00	\$ -		\$ -						\$ -	-
15	4' Diameter Manhole (6'-8' Cut)	1	Each	\$4,300.00	\$ 4,300.00		\$ -	1	\$4,300.00		\$4,300.00	100.0%	\$ -	-
16	4' Diameter Manhole (8'-10' Cut)	0	Each	\$4,900.00	\$ -		\$ -						\$ -	-
17	4' Diameter Manhole (10'-12' Cut)	1	Each	\$5,500.00	\$ 5,500.00		\$ -	1	\$5,500.00		\$5,500.00	100.0%	\$ -	-
18	4' Diameter Manhole (12'-14' Cut)	0	Each	\$6,200.00	\$ -		\$ -						\$ -	-
19	4' Diameter Manhole (14'-16' Cut)	1	Each	\$6,850.00	\$ 6,850.00		\$ -	1	\$6,850.00		\$6,850.00	100.0%	\$ -	-
20	4' Diameter Manhole (16'-18' Cut)	1	Each	\$7,850.00	\$ 7,850.00	1	\$ 7,850.00				\$7,850.00	100.0%	\$ -	-
21	4' Diameter Manhole (18'-20' Cut)	0	Each	\$8,500.00	\$ -		\$ -						\$ -	-
22	4' Diameter Manhole (20'-22' Cut)	1	Each	\$9,100.00	\$ 9,100.00		\$ -	1	\$9,100.00		\$9,100.00	100.0%	\$ -	-
23	4' Diameter Manhole (22'-24' Cut)	1	Each	\$9,800.00	\$ 9,800.00	1	\$ 9,800.00				\$9,800.00	100.0%	\$ -	-
24	4' Diameter Manhole (24'-26' Cut)	1	Each	\$10,300.00	\$ 10,300.00	1	\$ 10,300.00				\$10,300.00	100.0%	\$ -	-
25	Connect Proposed Sewer Main to Existing Manhole	1	Each	\$3,700.00	\$ 3,700.00	1	\$ 3,700.00				\$3,700.00	100.0%	\$ -	-
26	Raise Existing 4' Diameter Manhole 3'	6	Each	\$2,300.00	\$ 13,800.00	6	\$ 13,800.00				\$13,800.00	100.0%	\$ -	-
COI	Add Additional V of manholes riser sections to MH#7, 10, 11 and 12	1	LS	\$ 4,600.00	\$ 4,600.00		\$ -	1	\$4,600.00		\$4,600.00	100.0%	\$ -	-
Totals					\$ 505,559.00		\$ 302,680.00		\$202,879.00		\$505,559.00	100.0%	\$ -	-

Stored Material Summary

Contractor's Application

For (Contract): Yokohama Boulevard Sewer Extension											
Application Period: 1/21/2021 - 2/19/21							Application Date: 2/22/2021				
Bid Item No.	A Supplier Invoice No.	B Submittal No. (with Specification Section No.)	C Storage Location	Description of Materials or Equipment Stored	D Stored Previously		E Amount Stored this Month (\$)	Subtotal Amount Completed and Stored to Date (D + E)	F Incorporated in Work		G Materials Remaining in Storage (\$) (D + E - F)
					Date Placed into Storage (Month/Year)	Amount (\$)			Date (Month/Year)	Amount (\$)	
2	0688986			12" PVC Sewer Main (SDR 26)(0'-6' Cut)	12/2020	\$1,475.50		\$1,475.50		\$1,475.50	
3	0688986			12" PVC Sewer Main (SDR 26)(6'-8' Cut)	12/2020	\$2,270.00		\$2,270.00		\$2,270.00	
4	0688986			12" PVC Sewer Main (SDR 26)(8'-10' Cut)	12/2020	\$2,837.50		\$2,837.50		\$2,837.50	
5	0688986			12" PVC Sewer Main (SDR 26)(10'-12' Cut)	12/2020	\$2,837.50		\$2,837.50		\$2,837.50	
6	0688986			12" PVC Sewer Main (SDR 26)(12'-14' Cut)	12/2020	\$2,837.50		\$2,837.50		\$2,837.50	
7	0688419			12" DIP Sewer Main (CL350)(0'-6' Cut)	12/2020	\$1,019.80		\$1,019.80		\$1,019.80	
8	0688419			12" DIP Sewer Main (CL350)(14'-16' Cut)	12/2020	\$28,044.50		\$28,044.50		\$28,044.50	
9	0688419			12" DIP Sewer Main (CL350)(16'-18' Cut)	12/2020	\$12,747.50		\$12,747.50		\$12,747.50	
10	0688419			12" DIP Sewer Main (CL350)(18'-20' Cut)	12/2020	\$10,198.00		\$10,198.00		\$10,198.00	
11	0688419			12" DIP Sewer Main (CL350)(20'-22' Cut)	12/2020	\$12,747.50		\$12,747.50		\$12,747.50	
12	0688419			12" DIP Sewer Main (CL350)(22'-24' Cut)	12/2020	\$7,648.50		\$7,648.50		\$7,648.50	
13	0688419			12" DIP Sewer Main (CL350)(24'-26' Cut)	12/2020	\$15,297.00		\$15,297.00		\$15,297.00	
15	136777			4' Diameter Manhole (6'-8' Cut)	12/2020	\$1,015.00		\$1,015.00		\$1,015.00	
17	136777			4' Diameter Manhole (10'-12' Cut)	12/2020	\$1,415.00		\$1,415.00		\$1,415.00	
19	136668			4' Diameter Manhole (14'-16' Cut)	12/2020	\$1,815.00		\$1,815.00		\$1,815.00	
20	136667			4' Diameter Manhole (16'-18' Cut)	12/2020	\$1,815.00		\$1,815.00		\$1,815.00	
22	136777			4' Diameter Manhole (20'-22' Cut)	12/2020	\$2,415.00		\$2,415.00		\$2,415.00	
23	136667			4' Diameter Manhole (22'-24' Cut)	12/2020	\$2,615.00		\$2,615.00		\$2,615.00	
24	136667			4' Diameter Manhole (24'-26' Cut)	12/2020	\$2,615.00		\$2,615.00		\$2,615.00	



Golden Triangle
Development
LINK

PO Box 1328
Columbus, MS 39703

Invoice

Date	Invoice #
2/28/2021	257085

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

Item Code	Description	Amount
Clay County Reimbursement	Tkach Option Agreement	5,000.00
Clay County Reimbursement	Litwiller Option Agreement	5,000.00
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 contribution.		

Total	\$10,000.00
-------	-------------

REAL PROPERTY PURCHASE OPTION AGREEMENT

Date: March __, 2019 (the "Effective Date")

This Real Property Purchase Option Agreement (this "Agreement") is made and entered effective as of the Effective Date, by and between the following: Wayne Litwiler and Leann Litwiler (collectively, the "Seller"), and the Golden Triangle Development LINK, a Mississippi non-profit corporation ("Buyer").

RECITALS:

- A. WHEREAS, Seller is the fee simple owner of the parcel or parcels of real property described on Exhibit "A" attached hereto and approximately depicted on the map attached hereto as Exhibit "B" (the "Property");
- B. WHEREAS, Buyer desires to procure from Seller and Seller desires to grant to Buyer an option to purchase the Property in accordance with the terms of this Agreement;
- C. WHEREAS, Seller is authorized and empowered to sell, convey, or otherwise dispose of the Property for the purposes set out herein;
- D. NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and subject to the terms and conditions set forth herein, the parties hereto hereby agree as follows:

AGREEMENT:

- 1. Grant of Option. In consideration of the Option Payments (as defined herein) paid to Seller in accordance herewith, Seller does hereby grant to Buyer the exclusive option and right to purchase the Property for the consideration and upon the terms hereinafter set forth (the "Option").
- 2. Option Period.
 - (a) The Option shall be effective for a period commencing on the Effective Date of this Agreement and ending on the first annual anniversary of the Effective Date (the "Initial Option Period"). As consideration for the grant of the Option for the Initial Option Period, Buyer shall pay to Seller on the Effective Date the sum of ONE HUNDRED DOLLARS (\$100.00) (the "Initial Option Price").
 - (b) Buyer shall further have the right, in its sole discretion, to extend the term of the Option and this Agreement for an additional one (1) year period (*i.e.*, cumulatively, for a total period of two (2) years at the longest) (in such instance, an "Extended Option Period") by paying to Seller, the sum of ONE HUNDRED DOLLARS (\$100.00) as consideration for such Extended Option Period (the "Extension Option Price"). All references in this Agreement to the "Option Period" shall mean the Initial Option Period, and if Buyer extends the Option pursuant to this Paragraph (2)(b), shall mean both the Initial Option Period and the Extended Option Period. All references in this Agreement to the "Option Price" shall mean the Initial Option Price, and if Buyer extends the Option pursuant to this Paragraph 2(b), shall mean both the Initial Option Price and the Extension Option Price. The Initial Option Period and the Extended Option Period, if applicable, shall be deemed automatically extended if Buyer remits payment to Seller of the Extension Option Price for the Extension Option Period within thirty (30) days following the expiration of the Initial Option Period. Buyer shall further have the right to prepay any Extension Option Price.
- 3. Purchase Consideration. Subject to this Paragraph 3 and any other adjustments to the Purchase Price (as defined herein) made in accordance with this Agreement, the sole consideration to be paid by Buyer to Seller for the Property at the Closing shall equal the result of (a) the product of Eight Thousand Five Hundred Dollars (\$8,500.00) multiplied by (ii) the number of acres that comprise the Property, as determined by the Survey prepared pursuant to Section 8 hereof, minus (b) the total Option Price paid to Seller prior to the Closing.
- 4. Crops. Notwithstanding any other provision of this Contract to the contrary, to the extent that (a) all or any portion of the Property is subject to a farm lease with a third-party farm tenant (the "Farm Tenant") as of the date of exercise by Buyer of the Option or the date of written notice from Buyer to Seller that all of the conditions and contingencies contained in this Agreement have been satisfactorily resolved in the discretion of Buyer and that Buyer is ready to proceed with the Closing, and (b) said Farm Tenant is actively growing crops on such portion of the Property or otherwise cultivating such portion of the Property for the growing of crops thereon, the provisions of this Section 4 shall apply and control.
 - (i) With respect to each acre (or sub-portion thereof) of the Property under cultivation the Farm Tenant

each such acre or sub-portion thereof being referred to herein as a "FARMED ACRE") in any given year during the Option Period, in the event that Buyer exercises its Option on or after January 1 of any such year and the date of the Closing selected by Buyer in accordance with Section 11 is before the date that the Farm Tenant plants one or more crops on such Farmed Acre (with respect to each Farmed Acre, the "Planting Date"), Buyer shall pay to Seller, or to the Farm Tenant at the direction of Seller, an amount equal to FOUR HUNDRED DOLLARS (\$400.00) per each such Farmed Acre, which amount shall be in addition to, and not part of, the Purchase Price;

- (ii) With respect to each Farmed Acre, in the event that Buyer exercises its Option on or after the Planting Date thereof and the date of the Closing selected by Buyer in accordance with Section 11 is on or before the date that the Farm Tenant harvests the crop(s) planted on such Farm Acre (with respect to each Farmed Acre, the "Harvest Date"), Buyer shall pay to Seller, or to the Farm Tenant at the direction of Seller, an amount equal to ONE THOUSAND DOLLARS (\$1,000.00) per each such Farmed Acre, which amount shall be in addition to, and not part of, the Purchase Price;
- (iii) With respect to each Farmed Acre, in the event that Buyer exercises its Option on or before the Harvest Date for such Farmed Acre and the date of the Closing selected by Buyer in accordance with Section 11 is after the Harvest Date for such Farmed Acre, Buyer shall have no responsibility to pay to Seller or to the Farm Tenant any amount(s) other than the Purchase Price; and
- (iv) With respect to each Farmed Acre, in the event that Buyer exercises its Option after the Harvest Date for such Farmed Acre and the date of the Closing selected by Buyer in accordance with Section 11 is on or before December 31 of such year, Buyer shall pay to Seller, or to the Farm Tenant at the direction of Seller, an amount equal to TWO HUNDRED DOLLARS (\$200.00) per each such Farmed Acre, which amount shall be in addition to, and not part of, the Purchase Price.

Seller hereby agrees that Seller will terminate any farm lease of all or any portion of the Property no later than the date of Closing, and Buyer and Seller agree that the additional payments due to Seller, or to the Farm Tenant at the direction of Seller, in accordance with this Section 4 are intended to compensate the Farm Tenant, if applicable, for such termination of any such farm lease; provided that both parties hereto further agree that Buyer shall have no liability or responsibility of any kind to the Farm Tenant at and after the Closing except for the additional payment obligations prescribed by this Section 4.

- 5. Section 1031 Exchange. Buyer, at Seller's request, shall cooperate with Seller in structuring this transaction as a tax-deferred exchange pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended (a "1031 Exchange"), including, without limitation, executing such customary and reasonably documentation as Seller's qualified intermediary may require from time to time. Notwithstanding the foregoing, in no event shall Buyer: (a) be required to delay Closing due to the 1031 exchange; (b) incur any costs, fees or expenses in connection with the 1031 exchange other than nominal attorneys' fees in reviewing the Seller's 1031 Exchange documentation; or (c) follow any directive or orders of Seller's qualified intermediary.
- 6. Exercise of Option. Buyer may exercise the Option at any time during the Option Period by providing written notice to Seller in accordance with Paragraph 19. Except as otherwise expressly stated in this Agreement, should Buyer fail to exercise the Option during the Option Period, the Option shall terminate, Seller shall retain the Option Price and all rights of Buyer in the Property shall terminate and be of no further force or effect.
- 7. Inspection. Buyer and its agents and designees shall have the right to enter upon the Property at any time following the Effective Date and prior to Closing to conduct, at the sole cost and expense of Buyer or a third-party (but in no event shall Seller be responsible for any such costs or expenses), surveys, investigations, inspections and other analysis of the Property, any and all environmental tests or other analyses conducted in connection with a Phase I and/or Phase II site assessment such as groundwater quality testing, groundwater depth testing, stormwater testing, surface and subsurface water quality testing, soil borings and other soil excavations and testing, soil gas sampling, human health risk assessments, vapor intrusion assessments, National Environmental Policy Act assessments, methane testing and cultural resource studies. Buyer shall provide a copy of such studies or reports to Seller, which Seller may retain for its own benefit; however, in the event that Buyer subsequently exercises its Option to purchase the Property, Seller shall, at the Closing, provide all copies of such studies and reports to Buyer and Seller shall not retain any copies, in either paper or any digital form, after such Closing. Seller shall provide to Buyer, within thirty (30) days following the Effective Date of this Agreement, true and correct copies of the following documents or materials, to the extent such documents and/or materials are in the possession, or are, to the knowledge of Seller, in existence capable of being provided to Buyer at the direction, of Seller:
 - (a) Ad valorem tax bills, utility bills (if any), and similar such expense records relating to the Property or any portion thereof for the previous two (2) year period;
 - (b) Any and all agreements, leases, licenses and other contracts (including contracts for services) pertaining to the Property or any portion thereof (whether recorded or unrecorded);
 - (c) All environmental and/or cultural resource assessments or reports, including, without limitation, Phase I or Phase II studies, with respect to the Property or any portion thereof;
 - (d) Surveys, soil tests results, topographical maps, feasibility studies, appraisals and other such materials which may be material to an evaluation of the Property or any portion thereof;

(e) Title certificates, title reports and title insurance policies issued with respect to the Property or any portion thereof; and

(f) Any other information reasonably requested by Buyer with respect to the Property or any portion thereof, or the transactions contemplated by this Agreement.

Buyer, at its sole cost and expense, shall promptly restore or cause to be restored the surface of the ground of the Property as nearly as possible to its original condition following the completion of any inspection or testing activities undertaken thereby or caused thereby to be undertaken on the Property in accordance with this Section 7, and to the extent that any crops under cultivation by the Farm Tenant are damaged by any such inspection or testing activities, Buyer shall reimburse Seller's Farm Tenant the amount of such Farm Tenant's loss calculated in accordance with Section 4 on a per acre basis (i.e., if 1/10th of the crops planted on a Farmed Acre are destroyed as a result of any such inspection or testing activities, Buyer shall pay to Seller's Farm Tenant the sum of \$100.00, which amount equals 1/10th of the \$1,000.00 per acre prescribed by Section 4(ii)).

8. **Survey.** Prior to the Closing of the sale of the Property to Buyer, as contemplated herein, Buyer shall obtain, at Buyer's sole cost and expense, a complete, current survey (conforming to ALTA standards) of the Property and all easements and rights-of-way appurtenant to the Property made by a reputable and competent licensed professional surveyor and prepared in accordance with the requirements of Buyer and the Title Insurance Company (as defined herein) (the "Survey"). The Survey shall be certified in favor of Buyer and the Title Insurance Company and shall show the number of acres (to the nearest whole acre) included in the Property, the improvements on the Property, rights-of-way, easements or encroachments on the Property, access from the Property to a dedicated public road and flood hazard data concerning the Property. The surveyor shall also prepare a legal description of the Property. Upon delivery of the Survey and legal description of the Property to Buyer, Buyer shall provide a copy of the Survey and said legal description to Seller. If the certified Survey should disclose any matters that are unacceptable to Buyer, then Buyer shall have the right, at its sole option, to terminate this Agreement by giving notice thereof to Seller prior to the Closing, in which event the Option Payment shall be refunded to Buyer.

9. **Indemnity.** Buyer hereby agrees to and shall, to the extent permitted by applicable law, indemnify and hold Seller and Seller's Farm Tenant harmless, with respect to any liability, claims or losses of any kind incurred by Seller or Seller's Farm Tenant (including costs of defense), arising from or related to the access of the Property by Buyer or any employee, engineer, contractor, agent, representative or invitee thereof prior to the Closing, except for such liability resulting from the negligence or willful misconduct of Seller or Seller's Farm Tenant.

10. **Representation and Warranties.** For the purpose of inducing Buyer to enter into this Contract, Seller represents, warrants and covenants to Buyer the following:

(a) that Seller has good, marketable and insurable fee simple title to, and sole and exclusive ownership and possession of, the Property, free and clear of all liens, property taxes, encumbrances, and restrictions, except for those specifically enumerated on Exhibit "C" attached hereto;

(b) that this Agreement constitutes the legal, valid and binding obligation of Seller enforceable in accordance with its terms;

(b) that the compliance of fulfillment of the terms and conditions of this Agreement will not conflict with, violate, constitute a default under, or otherwise result in any breach of the terms, conditions or provisions of any organizational documents governing Seller or of any contract or agreement to which Seller is a party or by which Seller is otherwise bound;

(c) that there are no pending or, to the knowledge of Seller, threatened actions or proceedings against Seller or the Property that, if determined adversely to Seller or the Property, would adversely affect the ability of Seller to perform its obligations under this Contract or that would otherwise enjoin or prevent the consummation of the Closing;

(d) that there are no persons or entities in possession of the Property other than Seller, except for Josh Koehn who is currently entitled to possess and occupy an approximately 8 acre tract for residential purposes pursuant to the Koehn Lease, as defined and more particularly described in Exhibit "C" attached hereto; provided, however, that Seller hereby agrees that Seller can and will terminate the Koehn Lease at or prior to Closing and further agrees that Seller shall be solely responsible for any costs and expenses arising from such termination of the Koehn Lease;

(e) that there are no pending or, to the knowledge of Seller, threatened claims for labor performed, materials furnished or services rendered in connection with constructing, improving or repairing the Property with respect to which any lien may or could be filed against the Property;

(f) that Seller has paid or will pay prior to Closing all bills and other payments due in connection with the ownership, use, construction, repair and maintenance of the Property;

(g) that Seller is not in breach of any law or regulation, or the order of any court or federal, state, municipal or other governmental authority, in connection with the Property or Seller's present use of the

Property;

- (i) that none of the representations of Seller in this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make any representation contained herein not misleading in light of the circumstances in which such representation is made; and
- (j) Each of the representations set forth in this section 10, together with those set forth in Section 26, is true and correct as of the Effective Date and as of the date of Closing.

11. **Closing.** If Buyer exercises the Option, the closing of the purchase and sale transaction for the Property shall take place within sixty (60) days following the date that such notice is delivered to Seller, or if the completion of the Survey of the Property prepared in accordance with Paragraph 8 hereof requires additional time beyond such sixty (60) day period, such closing shall take place within ten (10) days following the completion of the Survey and the receipt thereof by Buyer (the "Closing"). Such Closing will be held at a location in Clay County, Mississippi, and at such time of day specified by Buyer or otherwise mutually agreed upon by Seller and Buyer. Sole and exclusive possession of the Property shall pass to Buyer at Closing.
12. **Property Taxes.** Property taxes payable for the year of Closing shall be prorated between Seller and Buyer as of the Closing, and the pro-rated portion of such taxes that is attributable to Seller shall be reflected on the Closing settlement statement as a reduction to the Purchase Price due at Closing. Seller shall pay all property taxes due and payable with regard to the Property for all years prior to the year during which the Closing occurs. Buyer shall pay all property taxes due and payable with regard to the Property in the years subsequent to the year in which the Closing occurs.
13. **Closing Costs.** Buyer shall pay all Closing costs, including any Closing attorney fees; provided that Seller shall be responsible for paying any attorneys' fees for any attorneys retained exclusively by Seller.
14. **Conveyance of the Property.** The conveyance of the Property shall be made by Seller at the Closing by a recordable general warranty deed conveying good and marketable fee simple title to (a) the Property, and (b) all easements and rights-of-way appurtenant to the Property, free of all liens, security interests, defects, leases, restrictions, assessments and encumbrances, except for the following matters: (i) existing utility easements necessary to serve the Property and (ii) any other exceptions approved by Buyer in accordance with Paragraph 15 hereof; provided, however, the legal description to be used in the general warranty deed shall be the description of the Property prepared by the surveyor in connection with the Survey as described in Paragraph 8 hereof. Seller further agrees to convey to Buyer all right, title and interest it may have in and to any and all (i) gaps, gores or strips adjacent or appurtenant to the Property, and (ii) any subsurface water. At the Closing, Seller will execute and deliver an affidavit to Buyer representing that Seller is not a foreign person as defined in the Foreign Investment in Real Property Tax Act of 1980, as amended, and a statement recognizing that Buyer is relying on said representation in this transaction.
15. **Title to the Property.** Buyer may, prior to the Closing, obtain a commitment for title insurance for the Property (the "Commitment"), which Commitment shall be issued by a title insurance company satisfactory to Buyer in the sole discretion thereof (the "Title Insurance Company") in an amount acceptable to Buyer. In such event, the Commitment shall commit (i) to insure title to the Property, excluding and excepting all oil and gas interests previously retained by prior owners of the Property, (ii) to insure title to all easements and rights-of-way adjacent or appurtenant to the Property, (iii) to insure against physical damage to the surface of the Property or any appurtenant easements or rights-of-ways resulting from the production of minerals incident to any outstanding mineral interests in the Property or any such easement or right-of-way, and (iv) to provide any special coverages and/or endorsements requested by Buyer which are customary with respect to property acquired for industrial or other commercial development. Buyer may also obtain, prior to the Closing, copies of all instruments shown as exceptions to title on the Commitment and evidence satisfactory to Buyer that there are no deeds of trust or UCC financing statements affecting the Property or any appurtenant easements, rights-of-way or other encumbrances. If the Commitment or any other examination of title, including any search of UCC financing statements, reveals defects, liens or encumbrances, then Buyer shall provide notice to Seller of such defects, liens or encumbrances in accordance with Paragraph 19, and upon receipt of such notice by Seller, Seller shall have thirty (30) days to cure any such defects or remove such liens or encumbrances. If said defects, liens or encumbrances cannot be cured by Seller within thirty (30) days after Seller receives notice thereof, then Buyer may take any one or more of the following actions, in its sole discretion: (1) by written notice to Seller, give Seller additional time to remove such defects, liens or encumbrances without prejudice to Buyer's right to take either of the following actions in the event Seller does not remove such defect, lien or encumbrance within such additional time; (2) by written notice to Seller, waive any such defect, lien or encumbrance and proceed with the transaction; and/or (3) by written notice to Seller, terminate this Agreement, in which event the Option Payment shall be refunded to Buyer. Additionally, Buyer reserves the right to review all title exceptions shown on the Commitment to insure that none of them will interfere with, or affect in any manner, the use or development of the Property or any appurtenant easements or rights-of-way by Buyer. At the Closing, Buyer may cause the status of the title to the Property to be updated to the actual time of the Closing and may obtain assurance that is satisfactory to Buyer in its sole discretion from the Title Insurance Company that the title insurance policy to be issued pursuant to the Commitment will be issued to Buyer simultaneously with the Closing in accordance with the Commitment, subject to any objections made by Buyer. On or before the date of the Closing, Seller shall fully comply with the requirements of the Commitment and shall otherwise perform all acts and execute all instruments to convey good and marketable title to Buyer in accordance with Paragraph 14 hereof and to cause issuance of a title insurance policy in accordance with the Commitment, subject to any objections made by Buyer. At the Closing, Seller shall provide Buyer and the Title Insurance Company with a general warranty deed, as contemplated in Paragraph 14, an owner's and contractor's affidavit, Seller's indemnity agreement, Closing statement, and such other documents as are reasonable and customary for commercial real estate transactions of the type contemplated by this Agreement,

so as to enable Buyer to obtain a title insurance policy without exception for insurance and shall provide Buyer and the Title Insurance Company with such opinions of counsel or other evidence of authority to sell and convey the Property as may be required by the Title Insurance Company.

16. Condemnation. In the event of the institution of any proceeding, judicial, administrative or otherwise, relating to the taking, or to a proposed taking, of any portion of the Property by eminent domain, condemnation, or otherwise, prior to the Closing, or in the event of the taking of any portion of the Property by eminent domain, condemnation, or otherwise, prior to the Closing, Buyer shall have the right and option to terminate this Agreement and receive a refund of the Option Payment by giving Seller written notice to such effect any time after receipt by it of notification of such occurrence or occurrences. Seller hereby agrees to furnish Buyer with written notice in respect thereof within forty-eight (48) hours from Seller's receipt of knowledge or notification of such an occurrence. Buyer shall have the further option to proceed to close on the purchase of the Property in accordance with the provisions of this Agreement, subject to the taking by eminent domain, condemnation, or otherwise, as described herein, in which case Seller will assign to Buyer, and Buyer will be entitled to receive, the entire award for damage to the Property by reason of such taking, and Seller will execute and deliver to Buyer at the Closing, or thereafter on demand, all proper instruments for the assignment to and collection by Buyer of such award. The term "eminent domain, condemnation, or otherwise" will be deemed to include without limitation, such damage to the Property as is caused by a change of grade of any street or road serving or adjacent to the Property as well as any inverse condemnation.
17. Default. In the event that Buyer, after exercise of the Option, fails to close on the purchase of the Property from Seller pursuant to the terms and conditions of this Agreement, then Seller shall have the option to terminate this Agreement by giving notice thereof to Buyer, in which event the Option Payment shall be retained by Seller, as liquidated damages, it being otherwise difficult or impossible to determine Seller's actual damages, and all other rights and duties hereunder shall terminate and this Agreement shall be of no further force and effect. Seller hereby agrees that, due to the complexity of this Agreement and the consideration therefor, any right to specific performance, injunctive relief or other relief to cause Buyer to perform its obligations under this Agreement would be inappropriate to seek against Buyer, and Seller hereby agrees that said liquidated damages for Buyer's breach of this Agreement are a reasonable amount to satisfy any damages for breach of this Agreement. Further, in the event that the sale of the Property to Buyer, after exercise of the Option, fails to close solely due to a refusal or default on the part of Seller, then and in such event, Buyer may terminate this Agreement by giving notice to Seller, in which event the Option Payment shall, at Buyer's discretion, be refunded to Buyer or Buyer may proceed against Seller in such manner as it determines advisable, either in law or in equity, including, but not limited to suits for specific performance or damages, or both, and Buyer, if successful in such action, will be entitled to an award of reasonable attorneys' fees and costs, including such fees and costs on any appeal.
18. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. This Agreement may also be executed by facsimile or electronic transmission and each facsimile or electronically transmitted signature hereto shall be deemed for all purposes to be an original signatory page.
19. Notices. All notices, demands and requests which may or are required to be given by any party hereto to another party hereto shall be in writing, and each shall be deemed to have been properly given when served personally on an executive officer of the party to whom such notice is to be given, when sent by courier receipt requested, or when sent postage prepaid by first class mail, registered or certified, return receipt requested, on the third (3rd) business day following deposit thereof, by deposit thereof in a duly constituted United States Post Office or branch thereof located in one of the states of the United States of America in a sealed envelope addressed as follows: to Seller at the following address: [Wayne and Leann Litwiler, 707 East Hazelwood Drive, West Point, Mississippi 39773]; and, to Buyer at the following address: Golden Triangle Development, Attention: CEO, 1102 Main Street, Columbus, MS 39703, or at such other address(es) as either party may specify to the other in writing.
20. Brokerage Fees. Each party hereto hereby represents and warrants to the other party that it has not associated with any broker or other representative to whom a commission or fee would be payable as a result of the execution of this Agreement by the parties hereto. Each party hereto agrees to hold the other harmless from any claim for a brokerage or similar type fee, commission or other payment as a result of this Agreement.
21. Amendments. This Agreement may not be amended or otherwise modified except by an instrument signed by Buyer and Seller.
22. Entire Agreement. This Agreement constitutes the entire agreement between Seller and Buyer for the purposes stated herein (i.e., the option and sale by Seller of the Property to Buyer), and no other covenants, understandings, warranties, or representations exist between Buyer and Seller.
23. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, Seller and Buyer and their respective successors and permitted assigns.
24. Recordation. Seller and Buyer agree not to record this Agreement in the land records of Clay County, Mississippi. Seller and Buyer further agree, at the request of either party, to execute a memorandum of this Agreement sufficient for recording in said records, and upon such execution thereof by both parties hereto, that either such party may record said memorandum in the land records of Clay County, Mississippi.
25. Assignability. Seller may not assign its interests in and to this Agreement unless Seller obtains the prior written consent of Buyer. Buyer may assign its interest in and to this Agreement at any time without the prior

written consent of Seller, and Buyer shall be released of any and all liability under this Contract to the extent that such assignee assumes, by written agreement, all of Buyer's obligations hereunder and, in such circumstance, Buyer shall be released of any and all liability under this Agreement.

26. Environmental Representations, Warranties and Covenants.

- (a) In addition to those representations and warranties made by Seller to Buyer in Paragraph 10 hereof, Seller hereby represents and warrants that (i) neither Seller, nor any agent, employee or representative of Seller, has caused or permitted any Release on, under or at the Property; (ii) Seller has not received notice of, or knows of, any Release or other violation of any Environmental Law on the Property which may directly, or indirectly, affect the Property; (iii) to the knowledge of Seller, there does not exist on the Property any condition or circumstance which requires, or may in the future require, cleanup, removal or other remedial action or other response under Environmental Law on the part of Seller or a subsequent owner of all or any portion of the Property, or which would subject Seller, or a subsequent owner, to penalties, damages or injunctive relief under any Environmental Law; (iv) to the knowledge of Seller, there are not now any leaking tanks, including associated piping, on, under or at the Property; and (v) Seller is not subject to any judgment, decree, order or citation related to or arising out of an Environmental Law with respect to the Property, and Seller has not been named or listed as a potentially responsible party by any governmental body or agency in a matter arising under any Environmental Law with respect to the Property.

For purposes of this Agreement, the following terms have the respective meanings ascribed thereto below:

"Release" shall mean any and all releasing, spilling, leaking, migrating (from or to), pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, dumping, and any other means by which any Hazardous Material may be introduced into or travel through the environment, the Release of which must be remediated or addressed pursuant to order of a regulatory agency of competent jurisdiction, or for which a party to this Agreement receives a claim from a third party related to the Release.

"Environmental Law" or "Environmental Laws" shall mean all federal, state, and local laws and regulations governing or relating to the presence, investigation, remediation, or removal of Hazardous Materials located in, on or under property, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601, et seq. ("CERCLA"); the Clean Air Act, as amended, 42 U.S.C. §§ 7401, et seq. ("CAA"); the Clean Water Act, as amended, 33 U.S.C. §§ 1251 et seq. ("CWA"); the Toxic Substances Control Act, as amended, 15 U.S.C. §§ 2601 et seq. ("TSCA"); the Solid Waste Disposal Act ("SWDA"), as amended by the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq. ("RCRA"); the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§ 651 et seq. ("OSHA"); the Hazardous Materials Transportation Act ("HMTA"), 49 U.S.C. § 5102; and the Atomic Energy Act ("AEA"), 42 U.S.C. § 2011 et seq.

"Hazardous Material" or "Hazardous Materials" include: (i) oil or other petroleum products, (ii) "hazardous wastes," as defined by the RCRA, or similar state or local law, ordinance, regulation or order, (iii) "hazardous substances," as defined by CERCLA or similar state or local law, ordinance, regulation or order, (iv) "hazardous materials," as defined by HMTA, or similar state or local law, ordinance, regulation or order, (v) radioactive materials subject to AEA, or similar state or local law, ordinance, regulation or order, and (vi) any other pollutant, contaminant, chemical, or substance whose presence creates or could create a hazard to health or the environment or a violation of any Environmental Law.

- (b) Seller further agrees and covenants that, during the Option Period, (i) neither Seller nor any of Seller's agents, employees, contractors, invitees, or assignees shall cause or allow or be permitted to cause or allow any Hazardous Material to be brought upon, handled, kept, stored or used in or on the Property in violation of any federal, state or local law, rule or regulation; and (ii) neither Seller nor any of Seller's agents, employees, contractors, invitees or assignees shall cause or permit to be caused any Hazardous Material to be Released in, upon or beneath the Property.

27. Applicable Law. This Agreement shall be solely and exclusively governed by, and construed in accordance with, the law of the State of Mississippi. Venue for any legal or equitable action arising from this Agreement shall be solely and exclusively in Clay County, Mississippi.

28. Buyer's Right of Waiver. Buyer reserves the right to waive, in whole or in part, any of the covenants and conditions stated herein that have been inserted for the benefit of Buyer and to require the Closing of this transaction in accordance herewith, notwithstanding the failure of any condition or contingency hereunder.

29. Captions and Construction. The captions in this Agreement are inserted for convenience of reference only and are in no way to define, describe, or limit the scope of the intent of this Agreement or any of the provisions hereof. As used in this Agreement, the masculine shall include the feminine and neuter, the feminine shall include the masculine and neuter, the neuter shall include the masculine and feminine, the singular shall include the plural and the plural shall include the singular, as the context may require. Furthermore, notwithstanding which party hereto drafted, revised and/or edited more or less of this Agreement, no presumption shall be deemed to exist in favor of or against Seller or Buyer as a result of the negotiation and preparation of this Agreement.

28. Time. Time is of the essence of this Agreement.

29. Confidentiality. Seller shall not disclose to any other person or entity the amount of the Option Fee or the Purchase Price, unless Buyer shall first consent to such disclosure in writing; provided, however, that Seller

may involve such information (a) to the extent required by judicial order or other applicable law.

30. **Authority and Consents.** Each party hereto represents and warrants to the other party that it has the right, power, legal capacity and authority to enter into this Agreement, and to perform its obligations under this Agreement, and no approvals or consents of any persons not a party hereto are necessary in connection therewith. The execution and delivery of this Agreement has been duly authorized by all necessary corporate or governing body action, as applicable, on behalf of each party. This Agreement has been duly and validly executed and delivered by each party hereto to the other, and constitutes the legal, valid and binding agreement of each party and is enforceable in accordance with its terms. Each individual executing this Agreement on behalf of an entity hereby represents and warrants he or she has all requisite authority to execute and deliver this Agreement on behalf of such entity.

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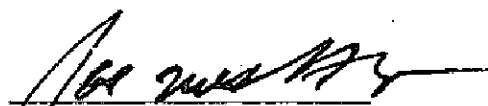
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Real Property Purchase Option Agreement

IN WITNESS WHEREOF, each of the undersigned parties has executed this Real Property Purchase Option Agreement and agrees that it shall be effective as of the Effective Date first set out above, though actually executed on the date or dates of the respective signatures below.

BUYER:

GOLDEN TRIANGLE DEVELOPMENT LINK,
a Mississippi non-profit corporation


Joe Max Higgins, Jr., CEO
Date: March 28, 2019

SELLER:

WAYNE LITWILLER

LEANN LITWILLER

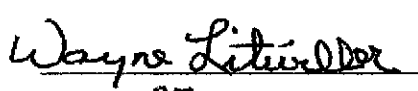
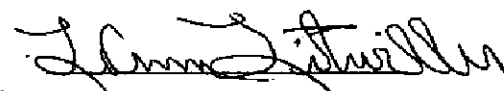
 
Date: March 27, 2019 Date: March 27, 2019

EXHIBIT "A"

Legal Description of the Property

All of of the Property reflected on the tax map of Clay County, Mississippi, as Parcel ID Number 060 35 002 0000, which property is further described in that certain deed recorded in Book 120 at Page 105 in the Clay County land records (which is believed to comprise approximately 222 +/- acres, less and except the following described parcel:

EXCEPTED PARCEL: Commencing at a found nail at the SE corner of Section 34, T-16-S, R-6-E, Clay County, MS.; thence East, a distance of 55.48 feet; thence North, a distance of 1,380.25 feet to the point of beginning; from said point of beginning thence N00°13'52"E, a distance of 369.53 feet; thence S89°18'22"E, a distance of 374.65 feet; thence S86°15'56"E, a distance of 330.61 feet; thence S78°25'26"E, a distance of 152.97 feet; thence S86°37'18"E, a distance of 460.47 feet; thence S88°13'22"E, a distance of 345.71 feet; thence S81°24'35"E, a distance of 406.44 feet; thence along a curve having a radius of 6,528.82 feet, arc length of 532.75 feet, delta angle of 04°40'31" right, a chord bearing of S80°49'12"E, and a chord length of 532.60 feet; thence S00°18'27"W, a distance of 163.19 feet; thence along a curve having a radius of 6,368.82 feet, arc length of 551.43 feet, delta angle of 04°57'39" left, a chord bearing of N80°40'38"W, and a chord length of 551.26 feet; thence N89°35'03"W, a distance of 729.43 feet; thence S87°46'31"W, a distance of 460.23 feet; thence S83°41'03"W, a distance of 523.45 feet; thence

N87°27'42"W, a distance of 334.67 feet to the point of beginning located in the NW 1/4 of the SW 1/4, and the NE 1/4 of the SW 1/4 of Section 35, T-16-S, R-6-E, Clay County, MS, and containing 14.918 acres, more or less.

EXHIBIT "B"

Map of the Property

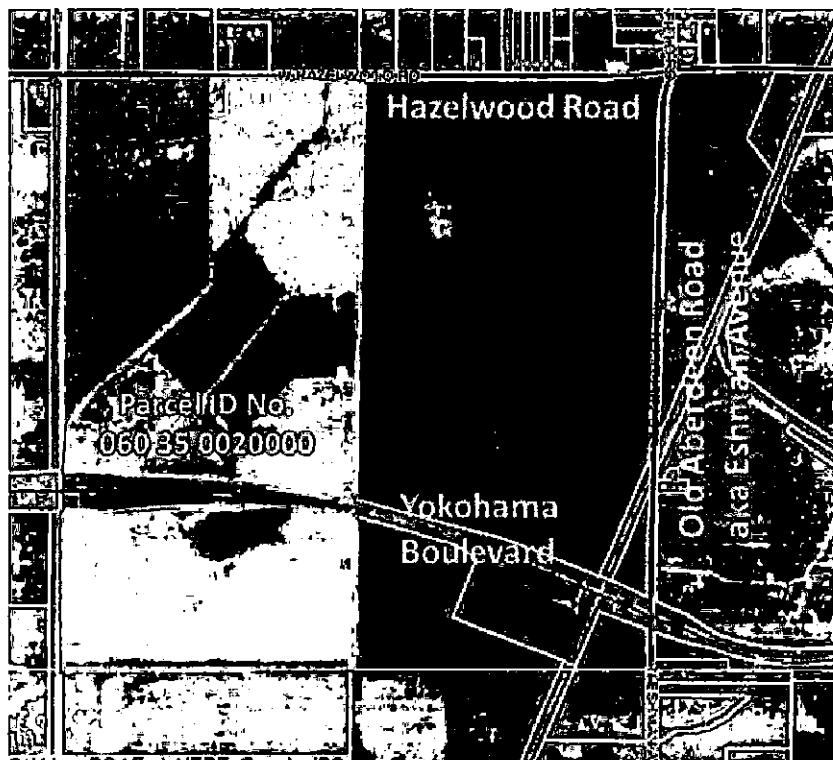


EXHIBIT "C"

Enumerated Liens, Taxes, Encumbrances, and Restrictions

1. Ad valorem taxes not yet due and payable;
2. Easements, being the right of way for electric transmission lines, granted to the United States of America and Mississippi Power Company for use by the Tennessee Valley Authority as recorded in Deed Book 129 at page 239, Deed Book 129 at page 236, Deed Book 142 at page 570, Deed Book 142 at page 567, Deed Book 73 at page 289, Deed Book 70 at page 38, Deed Book 60 at page 591, Deed Book 51 at 488, and Deed Book 51 at page 488;
3. Easement granted to Southern Natural Gas Company by instrument of record in Deed Book 162 at Page 39;
4. Easement granted to Producers Gas Company by instrument of record in Deed Book 162 at page 39;
5. Existing rights-of-way for railroad along the west side of the Property;

6. Lien granted in favor of Mississippi Land Bank to secure a loan in the current principal balance of approximately \$85,000; provided that Seller agrees that such loan and all then due and unpaid interest therein will be paid by Seller at Closing using the proceeds of the Purchase Price; and
7. That certain Lease-Purchase Agreement between Seller and Josh Koehn, pursuant to which Seller leased approximately 8 acres of the Property to Josh Koehn for his residential use of such leased parcel (the "Koehn Lease"); provided that Seller agrees that Lease-Purchase Agreement between Seller and Josh Koehn shall be terminated at or prior to Closing and that Seller shall be solely responsible for any costs associated with the termination of such Lease-Purchase Agreement.

REAL PROPERTY PURCHASE OPTION AGREEMENT

Date: February 15, 2019 (the "Effective Date")

This Real Property Purchase Option Agreement (this "Agreement") is made and entered effective as of the Effective Date, by and between the following: Met Farms, LLC, a Florida limited liability company, Tkach-Morris Land, LLC, a Mississippi limited liability company, Joseph E. Tkach, an individual resident of Okfuskeena County Mississippi, and Paul R. Tkach, an individual resident of Okfuskeena County, Mississippi (each a "Seller" and collectively the "Sellers"), and the Golden Triangle Development LINK, a Mississippi non-profit corporation ("Buyer").

RECITALS:

- A. WHEREAS, Sellers are the fee simple owners (as tenants in common) of the parcel or parcels of real property described on Exhibit "A" attached hereto and approximately depicted on the map attached hereto as Exhibit "B" (the "Property");
- B. WHEREAS, Buyer desires to procure from Sellers and Sellers desire to grant to Buyer an option to purchase the Property in accordance with the terms of this Agreement;
- C. WHEREAS, Sellers are authorized and empowered to sell, convey, or otherwise dispose of the Property for the purposes set out herein;
- D. NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and subject to the terms and conditions set forth herein, the parties hereto hereby agree as follows:

AGREEMENT:

1. **Grant of Option.** In consideration of the Option Payments (as defined herein) paid to Sellers in accordance herewith, Sellers do hereby grant to Buyer the exclusive option and right to purchase the Property for the consideration and upon the terms hereinafter set forth (the "Option").
2. **Option Period.**
 - (a) The Option shall be effective for a period commencing on the Effective Date of this Agreement and ending on the first annual anniversary of the Effective Date (the "Initial Option Period"). As consideration for the grant of the Option for the Initial Option Period, Buyer shall pay to Sellers on the Effective Date the sum of **ONE HUNDRED DOLLARS (\$100.00)** (the "Initial Option Price"), which amount shall be paid in full to Joseph Tkach (the "Seller Representative") for the benefit of himself and the other Sellers.
 - (b) Buyer shall further have the right, in its sole discretion, to extend the term of the Option and this Agreement for an additional one (1) year period (i.e., cumulatively, for a total period of two (2) years at the longest) (in such instance, an "Extended Option Period") by paying to Sellers, the sum of **ONE HUNDRED DOLLARS (\$100.00)** as consideration for such Extended Option Period (the "Extension Option Price"), which amount shall be paid in full to the Seller Representative for the benefit of himself and the other Sellers. All references in this Agreement to the "Option Period" shall mean the Initial Option Period, and if Buyer extends the Option pursuant to this Paragraph (2)(b), shall mean both the Initial Option Period and the Extended Option Period. All references in this Agreement to the "Option Price" shall mean the Initial Option Price, and if Buyer extends the Option pursuant to this Paragraph 2(b), shall mean both the Initial Option Price and the Extension Option Price. The Initial Option Period and the Extended Option Period, if applicable, shall be deemed automatically extended if Buyer remits payment to Sellers of the Extension Option Price for the Extension Option Period within thirty (30) days following the expiration of the Initial Option Period. Buyer shall further have the right to prepay any Extension Option Price.
3. **Purchase Consideration.** Subject to this Paragraph 3 and any other adjustments to the Purchase Price (as defined herein) made in accordance with this Agreement, the sole consideration to be paid by Buyer to Sellers for the Property at the Closing shall equal the result of (a) the product of Eight Thousand Five Hundred Dollars

(\$8,500.00) multiplied by (ii) the number of acres that comprise the Property, as determined by the Survey prepared pursuant to Section 8 hereof, minus (b) the total Option Price paid to Sellers prior to the Closing. The Purchase Price, net of all adjustments and prorations required or permitted by this Agreement, shall be paid to each of the Sellers on a pro rata basis such that each Seller receives one-fourth (1/4) of the Purchase Price, net of all adjustments and prorations required or permitted by this Agreement, at Closing.

4. **Conservation Resource Program.** Sellers hereby agree, represent and warrant that all or portion of the Property is, as of the effective date of this Agreement, enrolled in the Conservation Resource Program (the "CRP") established by the federal Food Security Act of 1985, as amended, and administered by the United States Department of Agriculture ("USDA") Farm Service Agency ("FSA"). Upon the exercise by Buyer of its Option to purchase the Property in accordance herewith, Sellers hereby agree to assign at Closing all of Sellers' rights and obligations under any CRP-related agreements between any of the Sellers and the USDA or FSA, and to execute and deliver such instruments of assignment and related documents as may be necessary to effect such assignment in such a manner that neither Buyer nor any Seller shall have any obligation arising from the Closing to repay to the FSA any amounts previously paid to any Seller prior to the Closing with respect to the Property or otherwise pay any penalties or interest payment to the FSA in connection therewith. Following the Closing and such assignment of any such CRP-related agreements to Buyer, Buyer shall be solely entitled to receive and retain any payments from the USDA or FSA payable in accordance with such CRP-related agreements. Sellers further agree, represent and warrant that neither the Property nor any portion thereof is enrolled in or otherwise subject to any other governmental farm subsidy program or other program administered by the United States Department of Agriculture or any other federal or state agency except as specifically disclosed by this Section 4. Notwithstanding the foregoing, to the extent that (a) the exercise by Buyer of the Option granted hereby and subsequent purchase of the Property by Buyer at Closing, as contemplated herein, requires the termination or cancellation of any CRP-related agreements between any of the Sellers and the USDA or FSA, or (b) after Closing, Buyer terminates or otherwise cancels any such agreement with the USDA or FSA, Buyer agrees to be solely responsible for and to pay any CRP-related repayment, monetary penalty or fine assessed or imposed by the USDA or FSA as a direct result of such termination or cancellation. During the Option Term, no Seller shall take any action to terminate or otherwise cancel any such CRP-related agreement unless Buyer shall first approve such termination or cancellation in writing.
5. **Section 1031 Exchange.** Buyer, at any Seller's request, shall cooperate with such Seller in structuring this transaction as a tax-deferred exchange pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended (a "1031 Exchange"), including, without limitation, executing such customary and reasonably documentation as Seller's qualified intermediary may require from time to time. Notwithstanding the foregoing, in no event shall Buyer: (a) be required to delay Closing due to the 1031 exchange; (b) incur any costs, fees or expenses in connection with the 1031 exchange other than nominal attorneys' fees in reviewing the Seller's 1031 Exchange documentation; or (c) follow any directive or orders of such Seller's qualified intermediary.
6. **Exercise of Option.** Buyer may exercise the Option at any time during the Option Period by providing written notice to the Seller Representative in accordance with Paragraph 19. Except as otherwise expressly stated in this Agreement, should Buyer fail to exercise the Option during the Option Period, the Option shall terminate, Sellers shall retain the Option Price and all rights of Buyer in the Property shall terminate and be of no further force or effect.
7. **Inspection.** Buyer and its agents and designees shall have the right to enter upon the Property at any time following the Effective Date and prior to Closing to conduct, at the sole cost and expense of Buyer or a third-party (but in no event shall Sellers be responsible for any such costs or expenses), surveys, investigations, inspections and other analysis of the Property, any and all environmental tests or other analyses conducted in connection with a Phase I and/or Phase II site assessment such as groundwater quality testing, groundwater depth testing, stormwater testing, surface and subsurface water quality testing, soil borings and other soil excavations and testing, soil gas sampling, human health risk assessments, vapor intrusion assessments, National Environmental Policy Act assessments, methane testing and cultural resource studies. Buyer shall provide a copy of such studies or reports to the Seller Representative, who may retain for such studies or report for the benefit of all Sellers; however, in the event that Buyer subsequently exercises its Option to purchase the Property, the Seller Representative (and any other Seller that received copies of any such studies or reports) shall, at the Closing, provide all copies of such studies and reports to Buyer and Sellers shall not retain any copies, in either paper or any digital form, after such Closing. Sellers shall provide to Buyer, within thirty (30) days following the Effective Date of this Agreement, true and correct copies of the following documents or materials, to the extent such documents and/or materials are in the possession, or are, to the knowledge of Sellers, in existence capable of being provided to Buyer at the direction, of Sellers:
 - (a) Ad valorem tax bills, utility bills (if any), and similar such expense records relating to the Property or any portion thereof for the previous two (2) year period;
 - (b) Any and all agreements, leases, licenses and other contracts (including contracts for services) pertaining to the Property or any portion thereof (whether recorded or unrecorded);
 - (c) All environmental and/or cultural resource assessments or reports, including, without limitation, Phase I or Phase II studies, with respect to the Property or any portion thereof;

- (d) Surveys, soil tests results, topographical maps, feasibility studies, appraisals and other such materials which may be material to an evaluation of the Property or any portion thereof;
 - (e) Title certificates, title reports and title insurance policies issued with respect to the Property or any portion thereof;
 - (f) All contracts with the USDA and/or FSA relating to the Property; and
 - (g) Any other information reasonably requested by Buyer with respect to the Property or any portion thereof, or the transactions contemplated by this Agreement.
8. Survey. Prior to the Closing of the sale of the Property to Buyer, as contemplated herein, Buyer shall obtain, at Buyer's sole cost and expense, a complete, current survey (conforming to ALTA standards) of the Property and all easements and rights-of-way appurtenant to the Property made by a reputable and competent licensed professional surveyor and prepared in accordance with the requirements of Buyer and the Title Insurance Company (as defined herein) (the "Survey"). The Survey shall be certified in favor of Buyer and the Title Insurance Company and shall show the number of acres (to the nearest whole acre) included in the Property, the improvements on the Property, rights-of-way, easements or encroachments on the Property, access from the Property to a dedicated public road and flood hazard data concerning the Property. The surveyor shall also prepare a legal description of the Property. Upon delivery of the Survey and legal description of the Property to Buyer, Buyer shall provide a copy of the Survey and said legal description to the Seller Representative. If the certified Survey should disclose any matters that are unacceptable to Buyer, then Buyer shall have the right, at its sole option, to terminate this Agreement by giving notice thereof to the Seller Representative prior to the Closing, in which event the Option Payment shall be refunded to Buyer.
9. Indemnity. Buyer hereby agrees to and shall, to the extent permitted by applicable law, indemnify and hold Sellers harmless, with respect to any liability, claims or losses of any kind incurred by Sellers (including costs of defense), arising from or related to the access of the Property by Buyer or any employee, engineer, contractor, agent, representative or invitee thereof prior to the Closing, except for such liability resulting from the negligence or willful misconduct of any Seller.
10. Representation and Warranties. For the purpose of inducing Buyer to enter into this Agreement, each Seller hereby represents, warrants and covenants to Buyer the following:
- (a) that Sellers have good, marketable and insurable fee simple title to, and sole and exclusive ownership and possession of, the Property, free and clear of all liens, property taxes, encumbrances, and restrictions, except for those specifically enumerated on Exhibit "C" attached hereto;
 - (b) that this Agreement constitutes the legal, valid and binding obligation of Sellers enforceable in accordance with its terms;
 - (b) that the compliance of fulfillment of the terms and conditions of this Agreement will not conflict with, violate, constitute a default under, or otherwise result in any breach of the terms, conditions or provisions of any organizational documents governing such Seller or of any contract or agreement to which such Seller is a party or by which such Seller is otherwise bound;
 - (c) that there are no pending or, to the knowledge of such Seller, threatened actions or proceedings against such Seller or the Property that, if determined adversely to such Seller or the Property, would adversely affect the ability of such Seller to perform its obligations under this Agreement or that would otherwise enjoin or prevent the consummation of the Closing;
 - (d) that there are no persons or entities in possession of the Property other than such Seller;
 - (e) that there are no pending or, to the knowledge of such Seller, threatened claims for labor performed, materials furnished or services rendered in connection with constructing, improving or repairing the Property with respect to which any lien may or could be filed against the Property;
 - (f) that Sellers have paid or will pay prior to Closing all bills and other payments due in connection with the ownership, use, construction, repair and maintenance of the Property;
 - (g) that such Seller is not in breach of any law or regulation, or the order of any court or federal, state, municipal or other governmental authority, in connection with the Property or such Seller's present use of the Property;
 - (i) that none of the representations of such Seller in this Agreement contains any untrue statement of a

material fact or omits to state a material fact necessary in order to make any representation contained herein not misleading in light of the circumstances in which such representation is made; and

- (j) Each of the representations set forth in this section 10, together with those set forth in Section 26, is true and correct as of the Effective Date and as of the date of Closing.

11. **Closing.** If Buyer exercises the Option, the closing of the purchase and sale transaction for the Property shall take place within sixty (60) days following the date that such notice is delivered to the Seller Representative, or if the completion of the Survey of the Property prepared in accordance with Paragraph 8 hereof requires additional time beyond such sixty (60) day period, such closing shall take place within ten (10) days following the completion of the Survey and the receipt thereof by Buyer (the "Closing"). Such Closing will be held at a location in Clay County, Mississippi, and at such time of day specified by Buyer or otherwise mutually agreed upon by Sellers and Buyer. Sole and exclusive possession of the Property shall pass to Buyer at Closing.
12. **Property Taxes.** Property taxes payable for the year of Closing shall be prorated between Sellers and Buyer as of the Closing, and the pro-rated portion of such taxes that is attributable to Sellers shall be reflected on the Closing settlement statement as a reduction to the Purchase Price due at Closing. Sellers shall pay all property taxes due and payable with regard to the Property for all years prior to the year during which the Closing occurs. Buyer shall pay all property taxes due and payable with regard to the Property in the years subsequent to the year in which the Closing occurs.
13. **Closing Costs.** Buyer shall pay all Closing costs, including any Closing attorney fees; provided that Sellers shall be responsible for paying any attorneys' fees for any attorneys retained exclusively by Sellers.
14. **Conveyance of the Property.** The conveyance of the Property shall be made by Sellers at the Closing by a recordable general warranty deed conveying good and marketable fee simple title to (a) the Property, and (b) all easements and rights-of-way appurtenant to the Property, free of all liens, security interests, defects, leases, restrictions, assessments and encumbrances, except for the following matters: (i) existing utility easements necessary to serve the Property and (ii) any other exceptions approved by Buyer in accordance with Paragraph 15 hereof; provided, however, the legal description to be used in the general warranty deed shall be the description of the Property prepared by the surveyor in connection with the Survey as described in Paragraph 8 hereof. Sellers further agree to convey to Buyer all right, title and interest they may have in and to any and all (i) gaps, gores or strips adjacent or appurtenant to the Property, and (ii) any subsurface water. At the Closing, each Seller will execute and deliver an affidavit to Buyer representing that Seller is not a foreign person as defined in the Foreign Investment in Real Property Tax Act of 1980, as amended, and a statement recognizing that Buyer is relying on said representation in this transaction.
15. **Title to the Property.** Buyer may, prior to the Closing, obtain a commitment for title insurance for the Property (the "Commitment"), which Commitment shall be issued by a title insurance company satisfactory to Buyer in the sole discretion thereof (the "Title Insurance Company") in an amount acceptable to Buyer. In such event, the Commitment shall commit (i) to insure title to the Property, excluding and excepting all oil and gas interests previously retained by prior owners of the Property, (ii) to insure title to all easements and rights-of-way adjacent or appurtenant to the Property, (iii) to insure against physical damage to the surface of the Property or any appurtenant easements or rights-of-ways resulting from the production of minerals incident to any outstanding mineral interests in the Property or any such easement or right-of-way, and (iv) to provide any special coverages and/or endorsements requested by Buyer which are customary with respect to property acquired for industrial or other commercial development. Buyer may also obtain, prior to the Closing, copies of all instruments shown as exceptions to title on the Commitment and evidence satisfactory to Buyer that there are no deeds of trust or UCC financing statements affecting the Property or any appurtenant easements, rights-of-way or other encumbrances. If the Commitment or any other examination of title, including any search of UCC financing statements, reveals defects, liens or encumbrances, then Buyer shall provide notice to the Seller Representative of such defects, liens or encumbrances in accordance with Paragraph 19, and upon receipt of such notice by the Seller Representative, Sellers shall have thirty (30) days to cure any such defects or remove such liens or encumbrances. If said defects, liens or encumbrances cannot be cured by Sellers within thirty (30) days after the Seller Representative receives notice thereof, then Buyer may take any one or more of the following actions, in its sole discretion: (1) by written notice to the Seller Representative, give Sellers additional time to remove such defects, liens or encumbrances without prejudice to Buyer's right to take either of the following actions in the event Sellers do not remove such defect, lien or encumbrance within such additional time; (2) by written notice to the Seller Representative, waive any such defect, lien or encumbrance and proceed with the transaction; and/or (3) by written notice to the Seller Representative, terminate this Agreement, in which event the Option Payment shall be refunded to Buyer. Additionally, Buyer reserves the right to review all title exceptions shown on the Commitment to insure that none of them will interfere with, or affect in any manner, the use or development of the Property or any appurtenant easements or rights-of-way by Buyer. At the Closing, Buyer may cause the status of the title to the Property to be updated to the actual time of the Closing and may obtain assurance that is satisfactory to Buyer in its sole discretion from the Title Insurance Company that the title insurance policy to be issued pursuant to the Commitment will be issued to Buyer simultaneously with the Closing in accordance with the Commitment, subject to any objections made by Buyer. On or before the date of the Closing, Sellers shall fully comply with the requirements of the Commitment and shall otherwise perform all acts and execute all instruments to convey good and marketable title to Buyer in accordance with Paragraph 14 hereof and to cause issuance of a title insurance policy in accordance with the

Commitment, subject to any objections made by Buyer. At the Closing, Sellers shall provide Buyer and the Title Insurance Company with a general warranty deed, as contemplated in Paragraph 14, an owner's and contractor's affidavit, Seller's indemnity agreement, Closing statement, and such other documents as are reasonable and customary for commercial real estate transactions of the type contemplated by this Agreement, so as to enable Buyer to obtain a title insurance policy without exception for mechanic's and materialmen's liens and shall provide Buyer and the Title Insurance Company with such opinions of counsel or other evidence of authority to sell and convey the Property as may be required by the Title Insurance Company.

16. **Condemnation.** In the event of the institution of any proceeding, judicial, administrative or otherwise, relating to the taking, or to a proposed taking, of any portion of the Property by eminent domain, condemnation, or otherwise, prior to the Closing, or in the event of the taking of any portion of the Property by eminent domain, condemnation, or otherwise, prior to the Closing, Buyer shall have the right and option to terminate this Agreement and receive a refund of the Option Payment by giving the Seller Representative written notice to such effect any time after receipt by it of notification of such occurrence or occurrences. Sellers hereby agree to furnish Buyer with written notice in respect thereof within forty-eight (48) hours from any Seller's receipt of knowledge or notification of such an occurrence. Buyer shall have the further option to proceed to close on the purchase of the Property in accordance with the provisions of this Agreement, subject to the taking by eminent domain, condemnation, or otherwise, as described herein, in which case Sellers will assign to Buyer, and Buyer will be entitled to receive, the entire award for damage to the Property by reason of such taking, and Sellers will execute and deliver to Buyer at the Closing, or thereafter on demand, all proper instruments for the assignment to and collection by Buyer of such award. The term "eminent domain, condemnation, or otherwise" will be deemed to include without limitation, such damage to the Property as is caused by a change of grade of any street or road serving or adjacent to the Property as well as any inverse condemnation.
17. **Default.** In the event that Buyer, after exercise of the Option, fails to close on the purchase of the Property from Sellers pursuant to the terms and conditions of this Agreement, then Sellers shall have the option to terminate this Agreement by giving notice thereof to Buyer, in which event the Option Payment shall be retained by Sellers, as liquidated damages, it being otherwise difficult or impossible to determine Sellers' actual damages, and all other rights and duties hereunder shall terminate and this Agreement shall be of no further force and effect. Sellers hereby agree that, due to the complexity of this Agreement and the consideration thereof, any right to specific performance, injunctive relief or other relief to cause Buyer to perform its obligations under this Agreement would be inappropriate to seek against Buyer, and Sellers hereby agree that said liquidated damages for Buyer's breach of this Agreement are a reasonable amount to satisfy any damages for breach of this Agreement. Further, in the event that the sale of the Property to Buyer, after exercise of the Option, fails to close solely due to a refusal or default on the part of any Seller, then and in such event, Buyer may terminate this Agreement by giving notice to the Seller Representative, in which event the Option Payment shall, at Buyer's discretion, be refunded to Buyer or Buyer may proceed against Sellers in such manner as it determines advisable, either in law or in equity, including, but not limited to suits for specific performance or damages, or both, and Buyer, if successful in such action, will be entitled to an award of reasonable attorneys' fees and costs, including such fees and costs on any appeal.
18. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. This Agreement may also be executed by facsimile or electronic transmission and each facsimile or electronically transmitted signature hereto shall be deemed for all purposes to be an original signatory page.
19. **Notices.** All notices, demands and requests which may or are required to be given by any party hereto to another party hereto shall be in writing, and each shall be deemed to have been properly given when served personally on an executive officer of the party to whom such notice is to be given, when sent by courier receipt requested, or when sent postage prepaid by first class mail, registered or certified, return receipt requested, on the third (3rd) business day following deposit thereof, by deposit thereof in a duly constituted United States Post Office or branch thereof located in one of the states of the United States of America in a sealed envelope addressed as follows: to Sellers at the following address: Joseph Tkach, as Seller Representative, 380 Hickory Drive, West Point, Mississippi 39773; and to Buyer at the following address: Golden Triangle Development, Attention: CEO, 1102 Main Street, Columbus, MS 39703, or at such other address(es) as either party may specify to the other in writing. Any notice properly delivered to the Seller Representative in accordance herewith shall be deemed properly delivered to all of the Sellers.
20. **Brokerage Fees.** Each Seller hereby represents and warrants to Buyer, and Buyer hereby represents and warrants to each Seller that he, she or it, as applicable, has not associated with any broker or other representative to whom a commission or fee would be payable as a result of the execution of this Agreement by the parties hereto. Each Seller hereby agrees to hold Buyer harmless, and Buyer hereby agrees to hold Seller harmless, from any claim against Buyer or any Seller, as applicable, for a brokerage or similar type fee, commission or other payment as a result of this Agreement.
21. **Amendments.** This Agreement may not be amended or otherwise modified except by an instrument signed by Buyer and Sellers.
22. **Entire Agreement.** This Agreement constitutes the entire agreement between Sellers and Buyer for the purposes stated herein (i.e., the option and sale by Sellers of the Property to Buyer), and no other covenants, understandings, warranties, or representations exist between Buyer and Sellers.

210 FOREST MEADOW LANE
STARKVILLE, MS 39759

23. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, Sellers and Buyer and their respective successors and permitted assigns.

24. Recordation. Sellers and Buyer agree to not record this Agreement in the land records of Clay County, Mississippi. Sellers and Buyer further agree, at the request of either party, to execute a memorandum of this Agreement sufficient for recording in said records, and upon such execution thereof by both parties hereto, that either such party may record said memorandum in the land records of Clay County, Mississippi.

25. Assignability. No Seller may not assign his, her or its interests in and to this Agreement unless such Seller obtains the prior written consent of Buyer. Buyer may assign its interest in and to this Agreement at any time without the prior written consent of any Seller, and Buyer shall be released of any and all liability under this Agreement to the extent that such assignee assumes, by written agreement, all of Buyer's obligations hereunder and, in such circumstance, Buyer shall be released of any and all liability under this Agreement.

26. Environmental Representations, Warranties and Covenants.

- (a) In addition to those representations and warranties made by Sellers to Buyer in Paragraph 10 hereof, each Seller hereby represents and warrants that (i) neither Seller, nor any agent, employee or representative of Seller, has caused or permitted any Release on, under or at the Property; (ii) Seller has not received notice of, or knows of, any Release or other violation of any Environmental Law on the Property which may directly, or indirectly, affect the Property; (iii) to the knowledge of Seller, there does not exist on the Property any condition or circumstance which requires, or may in the future require, cleanup, removal or other remedial action or other response under Environmental Law on the part of Seller or a subsequent owner of all or any portion of the Property, or which would subject Seller, or a subsequent owner, to penalties, damages or injunctive relief under any Environmental Law; (iv) to the knowledge of Seller, there are not now any leaking tanks, including associated piping, on, under or at the Property; and (v) Seller is not subject to any judgment, decree, order or citation related to or arising out of an Environmental Law with respect to the Property, and Seller has not been named or listed as a potentially responsible party by any governmental body or agency in a matter arising under any Environmental Law with respect to the Property.

For purposes of this Agreement, the following terms have the respective meanings ascribed thereto below:

"Release" shall mean any and all releasing, spilling, leaking, migrating (from or to), pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, dumping, and any other means by which any Hazardous Material may be introduced into or travel through the environment, the Release of which must be remediated or addressed pursuant to order of a regulatory agency of competent jurisdiction, or for which a party to this Agreement receives a claim from a third party related to the Release.

"Environmental Law" or "Environmental Laws" shall mean all federal, state, and local laws and regulations governing or relating to the presence, investigation, remediation, or removal of Hazardous Materials located in, on or under property, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601, et seq. ("CERCLA"); the Clean Air Act, as amended, 42 U.S.C. §§ 7401, et seq. ("CAA"); the Clean Water Act, as amended, 33 U.S.C. §§ 1251 et seq. ("CWA"); the Toxic Substances Control Act, as amended, 15 U.S.C. §§ 2601 et seq. ("TSCA"); the Solid Waste Disposal Act ("SWDA"), as amended by the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq. ("RCRA"); the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§ 651 et seq. ("OSHA"); the Hazardous Materials Transportation Act ("HMTA"), 49 U.S.C. § 5102; and the Atomic Energy Act ("AEA"), 42 U.S.C. § 2011 et seq.

"Hazardous Material" or "Hazardous Materials" include: (i) oil or other petroleum products; (ii) "hazardous wastes," as defined by the RCRA, or similar state or local law, ordinance, regulation or order, (iii) "hazardous substances," as defined by CERCLA or similar state or local law, ordinance, regulation or order, (iv) "hazardous materials," as defined by HMTA, or similar state or local law, ordinance, regulation or order, (v) radioactive materials subject to AEA, or similar state or local law, ordinance, regulation or order, and (vi) any other pollutant, contaminant, chemical, or substance whose presence creates or could create a hazard to health or the environment or a violation of any Environmental Law.

- (b) Each Seller further agrees and covenants that, during the Option Period, (i) neither Seller nor any of Seller's agents, employees, contractors, invitees, or assignees shall cause or allow or be permitted to cause or allow any Hazardous Material to be brought upon, handled, kept, stored or used in or on the Property in violation of any federal, state or local law, rule or regulation; and (ii) neither Seller nor any of Seller's agents, employees, contractors, invitees or assignees shall cause or permit to be caused any Hazardous Material to be Released in, upon or beneath the Property.

27. Applicable Law. This Agreement shall be solely and exclusively governed by, and construed in accordance with, the law of the State of Mississippi. Venue for any legal or equitable action arising from this Agreement shall be solely and exclusively in Clay County, Mississippi.

28. Buyer's Right of Waiver. Buyer reserves the right to waive, in whole or in part, any of the covenants

and conditions stated herein that have been inserted for the benefit of Buyer and to require the Closing of this transaction in accordance herewith, notwithstanding the failure of any condition or contingency hereunder.

29. **Captions and Construction.** The captions in this Agreement are inserted for convenience of reference only and are in no way to define, describe, or limit the scope of the intent of this Agreement or any of the provisions hereof. As used in this Agreement, the masculine shall include the feminine and neuter, the feminine shall include the masculine and neuter, the neuter shall include the masculine and feminine, the singular shall include the plural and the plural shall include the singular, as the context may require. Furthermore, notwithstanding which party hereto drafted, revised and/or edited more or less of this Agreement, no presumption shall be deemed to exist in favor of or against any Seller or Buyer as a result of the negotiation and preparation of this Agreement.

28. **Time.** Time is of the essence of this Agreement.

29. **Confidentiality.** Seller shall not disclose to any other person or entity the amount of the Option Fee or the Purchase Price, unless Buyer shall first consent to such disclosure in writing; provided, however, that Sellers may disclose such information (a) to its attorneys, accountants, financial advisors or other such agents to the extent such agents agree to keep such information confidential, or (b) to the extent required by judicial order or other applicable law.

30. **Authority and Consents.** Each party hereto represents and warrants to the other party that it has the right, power, legal capacity and authority to enter into this Agreement, and to perform its obligations under this Agreement, and no approvals or consents of any persons not a party hereto are necessary in connection therewith. The execution and delivery of this Agreement has been duly authorized by all necessary corporate or governing body action, as applicable, on behalf of each party. To the extent a Seller is not an individual, each Seller has duly authorized, by all necessary corporate or limited liability company action, the undersigned individual signing on behalf of Seller to execute and deliver this Agreement on behalf of Seller. This Agreement has been duly and validly executed and delivered by each party hereto to the other, and constitutes the legal, valid and binding agreement of each party and is enforceable in accordance with its terms. Each individual executing this Agreement on behalf of an entity hereby represents and warrants he or she has all requisite authority to execute and deliver this Agreement on behalf of such entity.

{Remainder of Page Intentionally Left Blank}

(JX358644.1)

1

Real Property Purchase Option Agreement

IN WITNESS WHEREOF, each of the undersigned parties has executed this Real Property Purchase Option Agreement and agrees that it shall be effective as of the Effective Date first set out above, though actually executed on the date or dates of the respective signatures below.

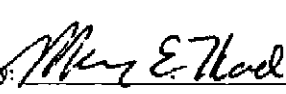
SELLERS: BUYER:

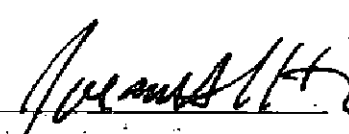
MET FARMS, LLC,

GOLDEN TRIANGLE DEVELOPMENT LINK

a Florida limited liability company

a Mississippi Non-profit corporation

By: 
Mary E. Tkach, its Manager

By: 
Joe Max Higgins, Jr., its CEO

Date: February 12, 2019

Date: February 15, 2019

TKACH-MORRIS LAND, LLC,

a Mississippi limited liability company

By: Barbara Tkach Morris
Barbara Tkach Morris, its Manager
Date: February 12, 2019

Joseph E. Tkach
Joseph E. Tkach, individually
Date: February 12, 2019

Paul R. Tkach
Paul R. Tkach, individually
Date: February 12, 2019

EXHIBIT "A"

Legal Description of the Property

All of the Property reflected on the tax map of Clay County, Mississippi, as Parcel ID Number 060 35 001 0000, which property is further described in that certain deed recorded in Book 120 at Page 105 in the Clay County land records (which is believed to comprise approximately 311.71 +/- acres, less and except:

EXCEPTED PARCEL #1: Commencing at a found cotton spindle at the SW corner of Section 36, T-16-S, R-6-E, Clay County, MS.; thence West, a distance of 2,603.32 feet; thence North, a distance of 1,344.39 feet to the point of beginning; from said point of beginning thence N00°18'27"E, a distance of 163.19 feet; thence along a curve having a radius of 6,328.82 feet, arc length of 985.85 feet, delta angle of 08°39'06" right, a chord bearing of S74°09'23"E, and a chord length of 984.92 feet; thence S75°10'05"E, a distance of 265.29 feet; thence S73°22'31"E, a distance of 392.26 feet; thence S67°31'20"E, a distance of 410.00 feet; thence S65°52'12"E, a distance of 218.91 feet; thence S22°31'38"W, a distance of 292.97 feet; thence N70°15'37"W, a distance of 328.94 feet; thence N64°39'38"W, a distance of 300.37 feet; thence N61°40'11"W, a distance of 392.26 feet; thence N61°59'32"W, a distance of 257.69 feet; thence along a curve having a radius of 6,368.82 feet, arc length of 929.98 feet, delta angle of 08°21'59" left, a chord bearing of N74°00'49"W, and a chord length of 929.16 feet to the point of beginning located in the NW 1/4 of the SE 1/4, SW 1/4 of the SE 1/4, and the SE 1/4 of the SE 1/4 of Section 35, T-16-S, R-6-E, Clay County, MS. and containing 11.400 acres, more or less;

AND:

EXCEPTED PARCEL #2: Commencing at a found cotton spindle at the SW corner of Section 36, T-16-S, R-6-E, Clay County, MS.; thence West, a distance of 461.99 feet; thence North, a distance of 507.86 feet to the point of beginning; from said point of beginning thence N22°31'38"E, a distance of 285.30 feet; thence S65°52'12"E, a distance of 362.40 feet; thence S00°45'25"W, a distance of 272.02 feet; thence N70°15'37"W, a distance of 463.69 feet to the point of beginning located in the SE 1/4 of the SE 1/4 of Section 35, T-16-S, R-6-E, Clay County, MS. and containing 2.555 acres, more or less;

AND:

EXCEPTED PARCEL #3: Commencing at a found cotton spindle at the SW corner of Section 36, T-16-S, R-6-E, Clay County, MS.; thence West, a distance of 760.46 feet; thence North, a distance of 49.27 feet to the point of beginning; from said point of beginning; thence N67°31'45"W, a distance of 1,078.11 feet; thence N22°28'40"E, a distance of 578.28 feet; thence S61°59'32"E, a distance of 60.06 feet; thence S61°40'11"E, a distance of 392.26 feet; thence S64°39'38"E, a distance of 300.37 feet; thence S70°15'37"E, a distance of 328.94 feet; thence S22°31'38"W, a distance of 533.08 feet to the point of beginning located in the SE 1/4 of the SE 1/4, and the SW 1/4 of the SE 1/4 of Section 35, T-16-S, R-6-E, Clay County, MS. and containing 13.313 acres, more or less.

EXHIBIT "B"

Map of the Property

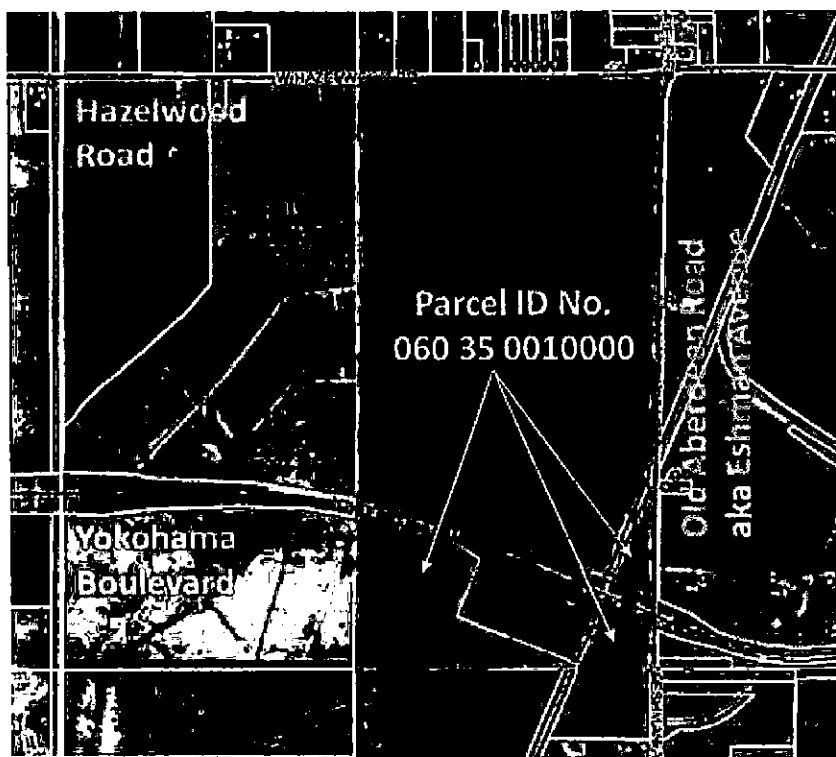


EXHIBIT "C"

Enumerated Liens, Taxes, Encumbrances, and Restrictions

1. **Ad valorem taxes not yet due and payable;**
2. **[INSERT INFORMATION RE CRP CONTRACT] --NEED TO SBB A COPY]**

Amy G Berry

From: Phylis Benson <PBenson@GTPDD.com>
Sent: Wednesday, March 3, 2021 3:56 PM
To: aberry@claycounty.ms.gov
Subject: West Point Prairie Belt Power Site Invoice
Attachments: Phylis Benson.vcf; #3 Memo.docx

I need the board's approval for their match for the Prairie Belt Power Site Waste water improvements project at tomorrow's board meeting. Is it too late to be placed on the agenda?

Phylis

Phylis Benson

Golden Triangle Planning & Development District, Inc.
Project Analyst
P.O. Box 828
Starkville, MS 39760

pbenson@gtpdd.com
(662) 320-2007 Direct
(662) 324-1911 Fax



Memorandum

To: City of West Point & Clay County
From: Phylis Benson, Golden Triangle Planning & Development District
Date: February 4, 2021
Re: Yokohama Blvd Sewer Extension – ARC SAAW

Utilizing Appalachian Regional Commission (ARC) Grant #MS-17623 (RFC #3), in addition to matching funds provided by the City of West Point and Clay County, the following invoice will be disbursed as follows:

Vendor	Invoice #	ARC MS-17623	Clay County	City of West Point	TOTAL
Golden Triangle PDD					
Calvert-Spradling Engineers	9327	\$ 10,565.50	\$1,159.00	\$ 1,159.00	\$ 12,883.50
DNA Underground LLC	PP #2	\$190,227.30	\$12,970.00	\$12,970.00	\$216,167.30
TOTAL		\$200,792.80	\$14,129.00	\$14,129.00	\$229,050.80

Please be reminded that ARC funds must be disbursed within three (3) days of receipt. A copy of the check and deposit slip should be filed with this office.

Should you have any questions or need additional information, please contact this office at (662) 320-2007.

EXHIBIT G

[

[

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PERSONNEL MONTHLY REPORT TO BOS
FOR FEBRUARY 2021
Presented March 4, 2021

LIST OF NEW HIRES:

<u>Department</u>	<u>Last Name</u>	<u>First Name</u>	<u>Date of Hire</u>
District 5	Hendon	Christopher	2/1/2021

TOTAL PAYROLL AMOUNTS BY DEPT:

See attached sheet for details

Wages-Matching per Fund-Dept by Date Range

CLAY COUNTY

From Date: 02/01/2021 To Date: 02/28/2021

A - All Employer Matching Records Selected

Fund/Dept	Paid Amt	Matching	Total
001100 - BOARD OF SUPERVISORS	27,373.41	13,925.90	41,299.31
001101 - CHANCERY CLERK	7,244.14	4,671.22	11,915.36
001102 - CIRCUIT CLERK	7,473.58	4,683.47	12,157.05
001105 - TAX ASSESSOR-COLLECTOR	12,495.98	6,869.98	19,365.96
001122 - PURCHASING DEPARTMENT	1,300.50	1,259.80	2,560.30
001123 - INVENTORY CLERK	2,073.11	511.94	2,585.05
001124 - RECEIVING DEPARTMENT	1,019.96	248.26	1,268.22
001151 - MAINTENANCE OF BLDGS.& GROUNDS	9,739.03	4,860.76	14,599.79
001152 - DATA PROCESSING	917.56	226.68	1,144.24
001154 - OTHER ADMINISTRATIVE DEPT	708.33	54.19	762.52
001161 - CIRCUIT COURT	6,094.97	1,505.60	7,600.57
001163 - YOUTH COURT	3,519.17	1,184.47	4,703.64
001164 - 16TH CIR COURT DRUG COURT	4,041.66	1,986.82	6,028.48
001165 - LUNACY COURT	1,391.87	1,163.49	2,555.36
001166 - JUSTICE COURT	14,330.18	8,401.21	22,731.39
001167 - CORONER/MEDICAL EXAMINER	3,350.00	1,665.53	5,015.53
001169 - COUNTY ATTORNEY	3,467.67	1,815.16	5,282.83
001170 - PUBLIC DEFENDER	6,303.60	2,539.15	8,842.75
001180 - ELECTION EXPENSE	4,300.00	548.65	4,848.65
001200 - SHERIFF	72,645.08	36,440.90	109,085.98
001210 - MTC TRANSPORT OFFICER	1,684.78	752.31	2,437.09
001220 - JAIL	36,973.79	23,668.13	60,641.92
001260 - CIVIL DEFENSE / EMA	425.00	104.98	529.98
097230 - DISPATCHERS	18,119.74	10,898.11	29,017.85
104131 - LAW LIBRARY	136.22	33.64	169.86
114250 - VOLUNTEER FIRE FUND	375.09	93.97	469.06
151301 - DISTRICT 1 ROAD	3,154.40	763.74	3,918.14
152302 - DISTRICT 2 ROAD	1,824.00	275.15	2,099.15
153303 - DISTRICT 3 ROAD	4,678.00	905.32	5,583.32
154304 - DISTRICT 4 ROAD	1,600.00	316.94	1,916.94
155305 - DISTRICT 5 ROAD	2,548.00	485.16	3,033.16
161301 - DISTRICT 1 BRIDGE	2,303.20	2,520.13	4,823.33
162302 - DISTRICT 2 BRIDGE	1,532.00	1,145.46	2,677.46
163303 - DISTRICT 3 BRIDGE	5,120.96	2,256.48	7,377.44

DATA PROCESSING MONTHLY REPORT TO BOS FOR JANUARY, 2021
Presented March 4, 2021

2/1/2021

- Verified backup of AS400 data
- Fixed issue with P1 printing
- Fixed website link issue
- Updated website with current events

2/2/2021

- Verified backup of AS400 data
- Updated website with curfew notice

2/3/2021

- Verified backup of AS400 data

2/4/2021

- Verified backup of AS400 data
- Setup PC at Susan's house for remote work

2/8/2021

- Verified backup of AS400 data

2/9/2021

- Verified backup of AS400 data

2/10/2021

- Verified backup of AS400 data

2/11/2021

- Verified backup of AS400 data
- Assisted Susan with getting connected back to network
- Updated info on website for Porsha
- Fixed Taylor's email issue
- Assisted Mike with CCSO issue

2/12/2021

- Verified backup of AS400 data

2/22/2021

- Verified backup of AS400 data
- Worked on getting PC quote

2/23/2021

- Verified backup of AS400 data

2/24/2021

- Verified backup of AS400 data

2/25/2021

- Verified backup of AS400 data

2/26/2021

- Verified backup of AS400 data



Clay County Tax Assessor/Collector

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

Fax:(662) 4947452

Phone:(662) 494-3432 or
(662) 494 2724

Email: plee@claycounty.ms.gov

MONTHLY REPORT

(February 1 - February 28)

MOTOR VEHICLES

1340 TAG/DECALS ISSUED
30 HEAVY TRUCK APPLICATIONS
162 TITLES WORKED

FLOOD APPLICATIONS
6 FLOOD APPS (MOBILE HOMES)

SOLID WASTE COLLECTIONS
\$11,200.00

MOBILE REGISTRATIONS
10 MOBILE REGISTRATIONS

ARVIN TRAINING FOR ALL EMPLOYEES
MET WITH AUDITORS FOR MAPPING, REAL AND PERSONAL PROPERTY

75 HOMESTEAD APPLICATIONS PROCESSED



MISSISSIPPI STATE
UNIVERSITY.

NORTH MISSISSIPPI RESEARCH
AND EXTENSION CENTER
Box 1690 | 5421 Hwy. 145
Verona, MS 38879
P. 662.566.2201
F. 662.566.4969

March 4, 2021

Mr. Shelton Deanes, President
Clay County Board of Supervisors
205 Court Street
West Point, MS 39773

Dear Mr. Deanes:

On behalf of Mississippi State University Extension, I am requesting permission from the Clay County Board of Supervisors to fill the full-time position of Office Associate in the Clay County Extension office that was vacated by Ms. Susie Nicole Mosely. This position will serve as Office Associate to provide support to educational programming in Clay County.

We are asking that the Clay County Board contribute \$5,000 in salary to this position plus the applicable funds for Social Security, retirement, and fringe benefits for the county-funded salary portion of this position.

Thank you for the excellent support that has been given to Mississippi State University Extension and the staff in Clay County.

Sincerely,

Jane A. Parish
Professor and Head
North Mississippi Research and Extension Center

APPROVED:

Shelton Deanes, President
Clay County Board of Supervisors

3/4/2021
DATE

Pro-Forma Order

The Clay County Board of Supervisors authorized Mississippi State University Extension to initiate the process [under the policies and procedures of Mississippi State University Extension and Mississippi State University] to employ an individual in Clay County according to the following terms and conditions:

The position is titled Office Associate.

The Board will provide \$5,000 in support of salary for this position. The Board will provide applicable funds for Social Security, retirement, and fringe benefits for the county-funded salary portion of this position.

Prior to concurring in the employment of the individual selected by Mississippi State University Extension, the Board will require the following re-employment tests and/or examination and has [check on of the following] ___ previously provided, or ___ attached hereto, the written policies and Procedures for such requirements {check all that apply}:

___ General Physical Examination

☒ Tests for [indicate all that apply]

___ Alcohol

☒ Illegal drugs and/or substances

___ Prescription drugs

___ Other [describe]

___ Any other condition/term of employment [describe]:

SO ORDERED, this the 4th day of March 2021.



Sheltan Deanes, President
Clay County Board of Supervisors

EXHIBIT H

Winter Storm

RESOLUTION REQUESTING GOVERNOR TO PROCLAIM

A STATE OF EMERGENCY

WHEREAS, on Feb 10th, 2021, the Board of Supervisors (City Council) of the County of Clay found that due to the impact (or imminent threat) of Winter storm a condition of extreme peril (earthquake, flood, hazmat, hurricane, severe storm, other) to life and property did exist in Clay County; and

WHEREAS, on March 4th, 2021, in accordance with State Law 33-15-17(d) the Board of Supervisors declared that an emergency does exist throughout said county; and

WHEREAS, it has now been found that local resources are unable to cope with the effects of said emergency;

NOW, THEREFORE, IT IS HEREBY DECLARED AND ORDERED that a copy of this declaration be forwarded to the Governor of Mississippi with the request that he proclaim the County (city) of Clay to be in a State of Emergency; and

IT IS FURTHER RESOLVED that Torrey Williams EMA Director (Person) (Title) is thereby designated as the authorized representative of the County (City) of

Clay for the purpose of receipt, processing, and coordination of all inquiries and requirements necessary to obtain available State and Federal assistance.

DATE: 3/4/2021

ATTEST

Clerk of the Board of Supervisors (or City),
County of Clay
State of Mississippi

Shelton L. Williams
Mayor (Board President)

[Signature]
Board Member

[Signature]
Board Member

[Signature]
Board Member

Joe Chauls
Board Member

PROCLAMATION OF EXISTENCE OF A LOCAL EMERGENCY
(by City Council or County Board of Supervisors)

WHEREAS, Clay the City Council /or Board of Supervisors does hereby find that conditions of extreme peril to the safety of persons and property have arisen within said City /County, caused by Winter Storm
(Severe storm, tornado, damaging winds, flash flooding, river flooding)

drought, wildland fire, structural fire, hail, hazardous material incident, epidemic, hurricane, earthquake, other)

commencing on or about 8 PM on the 10th day of Feb, 2021; and

WHEREAS, the aforesaid conditions of extreme peril warrant and necessitate the proclamation of the existence of a local emergency in order to provide for the health and safety of the citizens and the protection of their property within the affected jurisdiction;

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that in accordance with Section 33-15-17(d), Mississippi Code of 1972, as amended, a local emergency now exists throughout said City /County; and shall be reviewed every thirty (30) days until such local emergency is no longer in effect and proclaimed terminated by the City Council / Board of Supervisors of the City / County of Clay, State of Mississippi.

IT IS FURTHER PROCLAIMED AND ORDERED that all City / County agencies and departments shall render all possible assistance and discharge their emergency responsibilities as set forth in the City / County Emergency Operations Plan.

DATE: 3/4/2021

ATTEST:

Clerk of City / County
Clerk for Board of Supervisors

Clay
City / or County / State of MS

Shelton L. Dean
Mayor / President of Board of Supervisors

Tabby Lucas
Councilperson / Supervisor

R. B. Dean
Councilperson / Supervisor

R. Dean
Councilperson / Supervisor

Joe Chandler
Councilperson / Supervisor

RESOLUTION REQUESTING GOVERNOR TO PROCLAIM

A STATE OF EMERGENCY

WHEREAS, on Feb 10th, 2020, the Board of Supervisors (City Council) of the County of Clay found that due to the impact (or imminent threat) of Flooding / Wind a condition of extreme peril (earthquake, flood, hazard, hurricane, severe storm, other) to life and property did exist in Clay County; and

WHEREAS, on March 4th, 2021, in accordance with State Law 33-15-17(d) the Board of Supervisors declared that an emergency does exist throughout said county; and

WHEREAS, it has now been found that local resources are unable to cope with the effects of said emergency;

NOW, THEREFORE, IT IS HEREBY DECLARED AND ORDERED that a copy of this declaration be forwarded to the Governor of Mississippi with the request that he proclaim the County (City) of Clay to be in a State of Emergency; and

IT IS FURTHER RESOLVED that Torrey Williams EMA Director (Person) (Title) is thereby designated as the authorized representative of the County (City) of

Clay for the purpose of receipt, processing, and coordination of all inquiries and requirements necessary to obtain available State and Federal assistance.

DATE: 3/9/2021

ATTEST:

Clerk of the Board of Supervisors (or City)

County of:

State of Mississippi

Shelton L. Davis
Mayor (Board President)

John E. Davis
Board Member

Bob Davis
Board Member

Joe Chandler
Board Member

Joe Chandler
Board Member

PROCLAMATION OF EXISTENCE OF A LOCAL EMERGENCY
(by City Council or County Board of Supervisors)

WHEREAS, clay the City Council /or Board of Supervisors does hereby find that conditions of extreme peril to the safety of persons and property have arisen within said City /County, caused by Flooding / wind
(Severe storm, tornado, damaging winds, flash flooding, river flooding

drought, wildland fire, structural fire, hail, hazardous material incident, epidemic, hurricane, earthquake, other)

commencing on or about 8 AM /PM on the 10th day of Feb, 20 20; and

WHEREAS, the aforesaid conditions of extreme peril warrant and necessitate the proclamation of the existence of a local emergency in order to provide for the health and safety of the citizens and the protection of their property within the affected jurisdiction;

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that in accordance with Section 33-15-17(d), Mississippi Code of 1972, as amended, a local emergency now exists throughout said City /County; and shall be reviewed every thirty (30) days until such local emergency is no longer in effect and proclaimed terminated by the City Council / Board of Supervisors of the City / County of clay, State of Mississippi.

IT IS FURTHER PROCLAIMED AND ORDERED that all City / County agencies and departments shall render all possible assistance and discharge their emergency responsibilities as set forth in the City / County Emergency Operations Plan.

DATE: 3/4/2021

ATTEST

Clerk of City / Chancery
Clerk for Board of Supervisors

Clay
City / or County, State of MS

Shelton L. Dean
Mayor / President of Board of Supervisors

Lake L...
Councilperson / Supervisor

B. B. R...
Councilperson / Supervisor

L. H. F...
Councilperson / Supervisor

Joe Charles
Councilperson / Supervisor

RESOLUTION REQUESTING GOVERNOR TO PROCLAIM

A STATE OF EMERGENCY

WHEREAS, on April 12th, 2020, the Board of Supervisors (City Council) of the County of Clay found that due to the impact (or imminent threat) of Flood/wind a condition of extreme peril (earthquake, flood, hazmat, hurricane, severe storm, other) to life and property did exist in Clay County; and

WHEREAS, on March 4th, 2021, in accordance with State Law 33-15-17(d) the Board of Supervisors declared that an emergency does exist throughout said county; and

WHEREAS, it has now been found that local resources are unable to cope with the effects of said emergency;

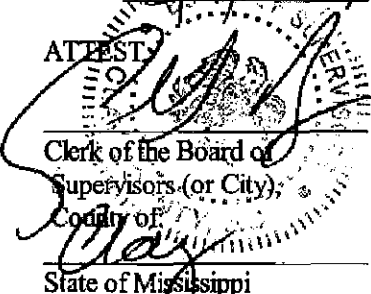
NOW, THEREFORE, IT IS HEREBY DECLARED AND ORDERED that a copy of this declaration be forwarded to the Governor of Mississippi with the request that he proclaim the County (City) of Clay to be in a State of Emergency; and

IT IS FURTHER RESOLVED that Toney Williams, EMA Director (Person) (Title) is thereby designated as the authorized representative of the County (City) of

Clay for the purpose of receipt, processing, and coordination of all inquiries and requirements necessary to obtain available State and Federal assistance.

DATE: 3/4/2021

ATTEST:


Clerk of the Board of
Supervisors (or City),
County of Clay
State of Mississippi

Shelton L. Brown
Mayor (Board President)

John L. Brown
Board Member

John L. Brown
Board Member

John L. Brown
Board Member

Joe Chandler
Board Member

PROCLAMATION OF EXISTENCE OF A LOCAL EMERGENCY
(by City Council or County Board of Supervisors)

WHEREAS, Clay the City Council /or Board of Supervisors does hereby find that conditions of extreme peril to the safety of persons and property have arisen within said City /County, caused by Flood /wind
(Severe storm, tornado, damaging winds, flash flooding, river flooding)

drought, wildland fire, structural fire, hail, hazardous material incident, epidemic, hurricane, earthquake, other)

commencing on or about 8 AM /PM on the 12th day of April, 2020; and

WHEREAS, the aforesaid conditions of extreme peril warrant and necessitate the proclamation of the existence of a local emergency in order to provide for the health and safety of the citizens and the protection of their property within the affected jurisdiction;

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that in accordance with Section 33-15-17(d), Mississippi Code of 1972, as amended, a local emergency now exists throughout said City /County; and shall be reviewed every thirty (30) days until such local emergency is no longer in effect and proclaimed terminated by the City Council / Board of Supervisors of the City / County of Clay, State of Mississippi.

IT IS FURTHER PROCLAIMED AND ORDERED that all City / County agencies and departments shall render all possible assistance and discharge their emergency responsibilities as set forth in the City / County Emergency Operations Plan.

DATE: 3/4/2021

Shelton L. Pearson
Mayor / President of Board of Supervisors

ATTEST:

[Signature]
Clerk of City / Chancery
Clerk for Board of Supervisors

[Signature]
Councilperson / Supervisor

[Signature]
Councilperson / Supervisor

[Signature]
Councilperson / Supervisor

[Signature]
Councilperson / Supervisor

Clay
City / or County, State of MS

PROCLAMATION OF EXISTENCE OF A LOCAL EMERGENCY
(by City Council or County Board of Supervisors)

WHEREAS, Clay the City Council/or Board of Supervisors does hereby find that conditions of extreme peril to the safety of persons and property have arisen within said City/County, caused by COVID-19

(Severe storm, tornado, damaging winds, flash flooding, river flooding

drought, wildland fire, structural fire, hail, hazardous material incident, epidemic, hurricane, earthquake, other)

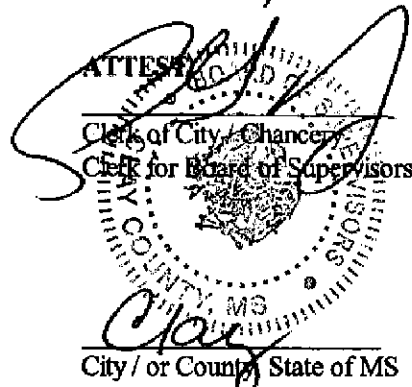
commencing on or about 8 AM PM on the 10th day of Jan, 20 20; and

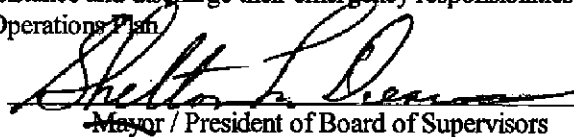
WHEREAS, the aforesaid conditions of extreme peril warrant and necessitate the proclamation of the existence of a local emergency in order to provide for the health and safety of the citizens and the protection of their property within the affected jurisdiction;

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that in accordance with Section 33-15-17(d), Mississippi Code of 1972, as amended, a local emergency now exists throughout said City/County; and shall be reviewed every thirty (30) days until such local emergency is no longer in effect and proclaimed terminated by the City Council / Board of Supervisors of the City / County of Clay, State of Mississippi.

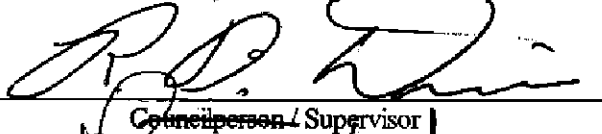
IT IS FURTHER PROCLAIMED AND ORDERED that all City / County agencies and departments shall render all possible assistance and discharge their emergency responsibilities as set forth in the City / County Emergency Operations Plan

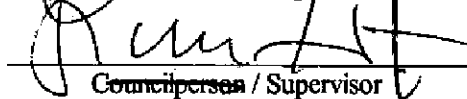
DATE: 3/4/2021

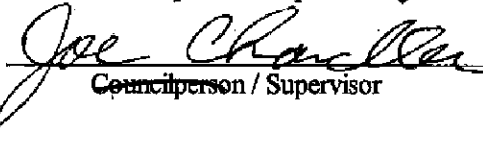
ATTEST:

Clerk of City / Chancery
Clerk for Board of Supervisors
Clay
City / or County, State of MS


Mayor / President of Board of Supervisors


Councilperson / Supervisor


Councilperson / Supervisor


Councilperson / Supervisor


Councilperson / Supervisor

RESOLUTION REQUESTING GOVERNOR TO PROCLAIM

A STATE OF EMERGENCY

WHEREAS, on Jan 10th, 2020, the Board of Supervisors (City Council) of the County of Clay found that due to the impact (or imminent threat) of COVID-19 a condition of extreme peril (earthquake, flood, hazmat, hurricane, severe storm, other) to life and property did exist in Clay County; and

WHEREAS, on March 4, 2021, in accordance with State Law 33-15-17(d) the Board of Supervisors declared that an emergency does exist throughout said county; and

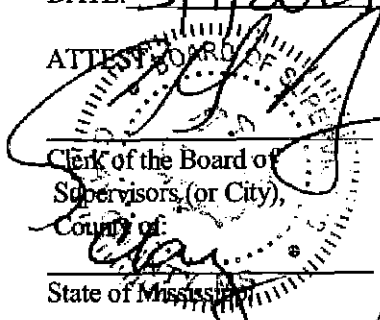
WHEREAS, it has now been found that local resources are unable to cope with the effects of said emergency;

NOW, THEREFORE, IT IS HEREBY DECLARED AND ORDERED that a copy of this declaration be forwarded to the Governor of Mississippi with the request that he proclaim the County (City) of Clay to be in a State of Emergency; and

IT IS FURTHER RESOLVED that Torrey Williams, EMA Director (Person) (Title) is thereby designated as the authorized representative of the County (City) of Clay for the purpose of receipt, processing, and coordination of all inquiries

and requirements necessary to obtain available State and Federal assistance.

DATE: 3/4/2021

ATTEST: 
Clerk of the Board of Supervisors, (or City),
County of: Clay
State of Mississippi

[Signature]
Mayor (Board President)
[Signature]
Board Member
[Signature]
Board Member
[Signature]
Board Member
[Signature]
Board Member

RESOLUTION REQUESTING GOVERNOR TO PROCLAIM

A STATE OF EMERGENCY

WHEREAS, on Jan 10th, 2020, the Board of Supervisors (City Council) of the County of Clay found that due to the impact (or imminent threat) of Flooding a condition of extreme peril (earthquake, flood, hazmat, hurricane, severe storm, other) to life and property did exist in Clay County; and

WHEREAS, on March 4, 2021, in accordance with State Law 33-15-17(d) the Board of Supervisors declared that an emergency does exist throughout said county; and

WHEREAS, it has now been found that local resources are unable to cope with the effects of said emergency;

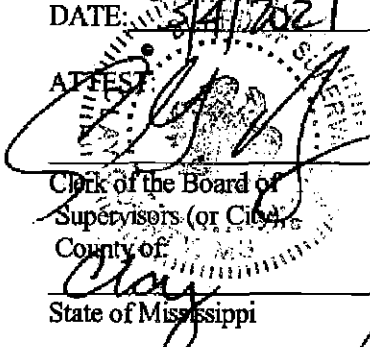
NOW, THEREFORE, IT IS HEREBY DECLARED AND ORDERED that a copy of this declaration be forwarded to the Governor of Mississippi with the request that he proclaim the County (City) of Clay to be in a State of Emergency; and

IT IS FURTHER RESOLVED that Torrey Williams, EMA Director
(Person) (Title)
is thereby designated as the authorized representative of the County (City) of

Clay for the purpose of receipt, processing, and coordination of all inquiries and requirements necessary to obtain available State and Federal assistance.

DATE: 3/4/2021

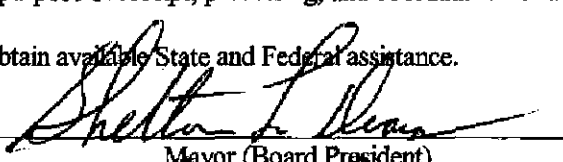
ATTEST:



Clerk of the Board of Supervisors (or City)

County of:

State of Mississippi


Mayor (Board President)


Board Member


Board Member


Board Member


Board Member

PROCLAMATION OF EXISTENCE OF A LOCAL EMERGENCY
(by City Council or County Board of Supervisors)

WHEREAS, Clay the City Council /or Board of Supervisors does hereby find that conditions of extreme peril to the safety of persons and property have arisen within said City /County, caused by Floodings
(Severe storm, tornado, damaging winds, flash flooding, river flooding

drought, wildland fire, structural fire, hail, hazardous material incident, epidemic, hurricane, earthquake, other)

commencing on or about 8 00PM on the 10th day of Jan, 2020; and

WHEREAS, the aforesaid conditions of extreme peril warrant and necessitate the proclamation of the existence of a local emergency in order to provide for the health and safety of the citizens and the protection of their property within the affected jurisdiction;

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that in accordance with Section 33-15-17(d), Mississippi Code of 1972, as amended, a local emergency now exists throughout said City /County; and shall be reviewed every thirty (30) days until such local emergency is no longer in effect and proclaimed terminated by the City Council / Board of Supervisors of the City / County of Clay, State of Mississippi.

IT IS FURTHER PROCLAIMED AND ORDERED that all City / County agencies and departments shall render all possible assistance and discharge their emergency responsibilities as set forth in the City / County Emergency Operations Plan.

DATE: 3/4/2021

[Signature]
Mayor / President of Board of Supervisors

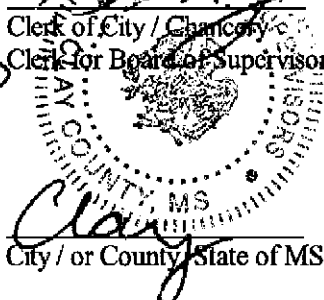
ATTEST: [Signature]
Clerk of City / Chartery
Clerk for Board of Supervisors

[Signature]
Councilperson / Supervisor

[Signature]
Councilperson / Supervisor

[Signature]
Councilperson / Supervisor

[Signature]
Councilperson / Supervisor



RESOLUTION REQUESTING GOVERNOR TO PROCLAIM

Feb 20th A STATE OF EMERGENCYWHEREAS, on March 4th, 2024, the Board of Supervisors (City Council)of the County of Clay found that due to the impact (or imminent threat)of Flooding a condition of extreme peril
(earthquake, flood, hazmat, hurricane, severe storm, other)to life and property did exist in Clay County; andWHEREAS, on March 4th, 2024, in accordance with State Law 33-15-17(d) the
Board of Supervisors declared that an emergency does exist throughout said county; andWHEREAS, it has now been found that local resources are unable to cope with the
effects of said emergency;NOW, THEREFORE, IT IS HEREBY DECLARED AND ORDERED that a copy of
this declaration be forwarded to the Governor of Mississippi with the request that he proclaim
the County (City) of Clay to be in a State of Emergency; andIT IS FURTHER RESOLVED that Torrey Williams, EMA Director
(Person) (Title)

is thereby designated as the authorized representative of the County (City) of

Clay for the purpose of receipt, processing, and coordination of all inquiries
and requirements necessary to obtain available State and Federal assistance.DATE: 3/4/2024

ATTEST:

Clerk of the Board of
Supervisors (or City),

County of:

State of Mississippi

Mayor (Board President)

Board Member

Board Member

Board Member

Board Member

MEMA DR-4 (Rev. 12/01)

PROCLAMATION OF EXISTENCE OF A LOCAL EMERGENCY
(by City Council or County Board of Supervisors)

WHEREAS, Clay the City Council /or Board of
Supervisors does hereby find that conditions of extreme peril to the safety of persons and property
have arisen within said City /County, caused by Flooding

(Severe storm, tornado, damaging winds, flash floodings, river flooding
drought, wildland fire, structural fire, hail, hazardous material incident, epidemic, hurricane, earthquake, other)

commencing on or about 8 AM/PM on the 20 day of Feb, 2019; and
WHEREAS, the aforesaid conditions of extreme peril warrant and necessitate the
proclamation of the existence of a local emergency in order to provide for the health and safety of the
citizens and the protection of their property within the affected jurisdiction;

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that in accordance with Section
33-15-17(d), Mississippi Code of 1972, as amended, a local emergency now exists throughout said
City /County; and shall be reviewed every thirty (30) days until such local emergency is no longer
in effect and proclaimed terminated by the City Council / Board of Supervisors of the City /
County of Clay, State of Mississippi.

IT IS FURTHER PROCLAIMED AND ORDERED that all City / County agencies and
departments shall render all possible assistance and discharge their emergency responsibilities as set
forth in the City / County Emergency Operations Plan.

DATE: 3/4/2021

ATTEST:

Clerk of City/ Chancery
Clerk for Board of Supervisors

Clay
City / or County, State of MS

[Signature]
Mayor / President of Board of Supervisors

[Signature]
Councilperson / Supervisor

[Signature]
Councilperson / Supervisor

[Signature]
Councilperson / Supervisor

[Signature]
Councilperson / Supervisor



**West Point - Clay County
Emergency Management Agency**

Post Office Box 1117
417 E. Brame Avenue
West Point, Mississippi 39773



Torrey J Williams, Director

(662) 494-2088 (Office) * (662) 295-5278 (Cell) * (662) 494-2105 (Fax)

twilliams@wpnet.org

February 2021

Rainfall

The amount of rainfall for the month was 5.54"

Temperature

The average temperature for the month taken at 6:30 a.m. was 34 degrees.

Vehicle

EMA

AMBU

Mileage

Monthly Overview:

- Winter Weather (Snow/Ice) Response
- Boys and Girls Club Presentation
- Damage Assessments
- Potential Flood Response
- G108 Community Mass Care Course
- AFG Application Submitted
- EMPG Application Submitted
- MEMA Equipment Grant Received
- MSDH Equipment Grant Received
- 24 Damage Assessments Completed

On-Going Meetings

- Once a Week
 - o National Weather Service
 - o MEMA/MSDH Meeting
 - o District 4 EMA Meeting
 - o 4536DR-MS City
 - o 4536DR-MS County
 - o 4478DR-MS City
 - o 4478DR-MS County
 - o 4538DR-MS City
 - o 4538DR-MS County
- Daily
 - o ESF#8 Healthcare Facilities Update



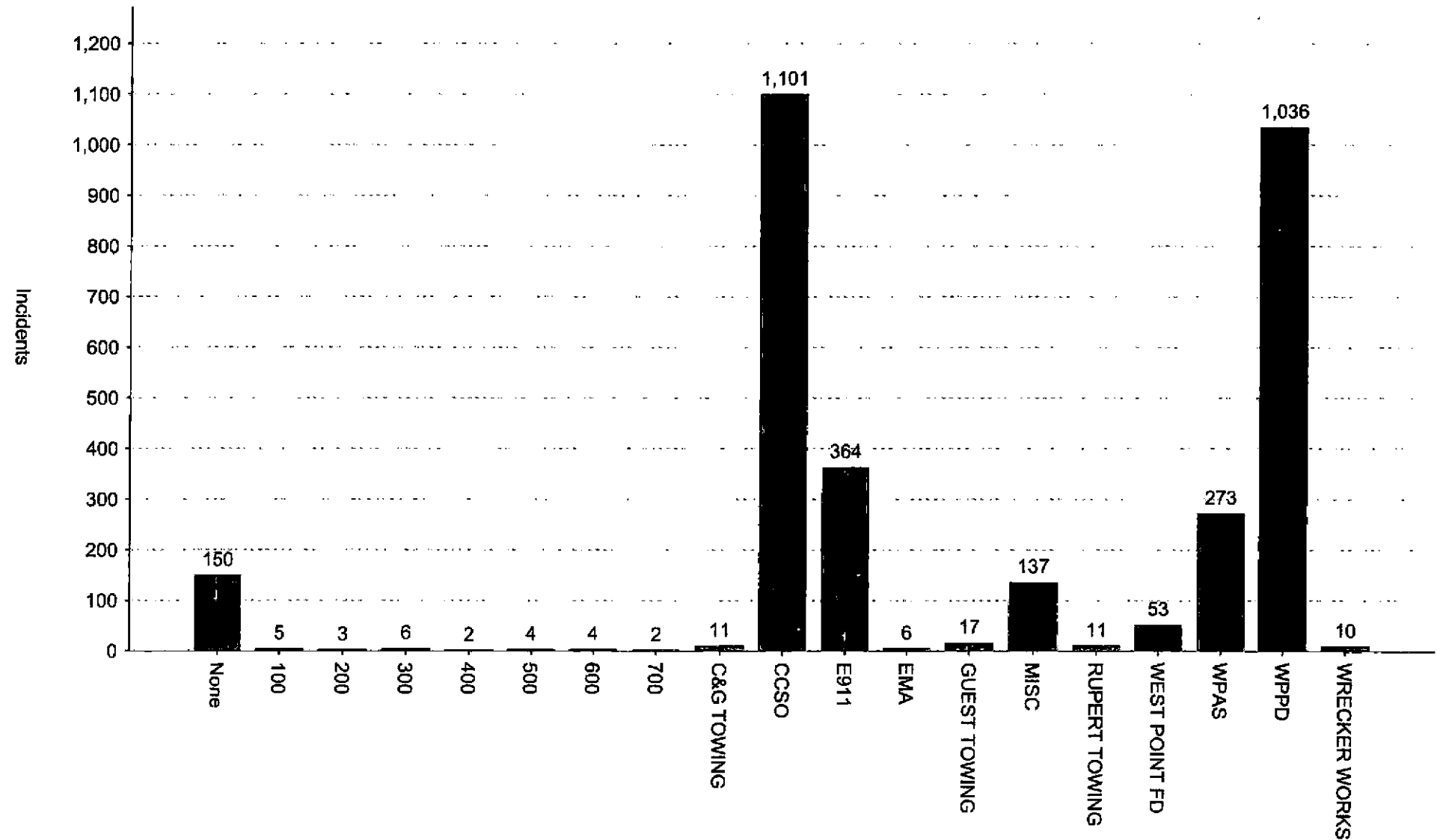
Torrey J Williams, Director
West Point Clay County EMA



CAD Statistics - Graph by Unit Org

Print Date: 03-Mar-21
Print Time: 13:54:57 PM
User Name: twilliams

Incidents Created From: 01-Feb-21 00:00:00 AM To: 28-Feb-21 23:59:59 PM

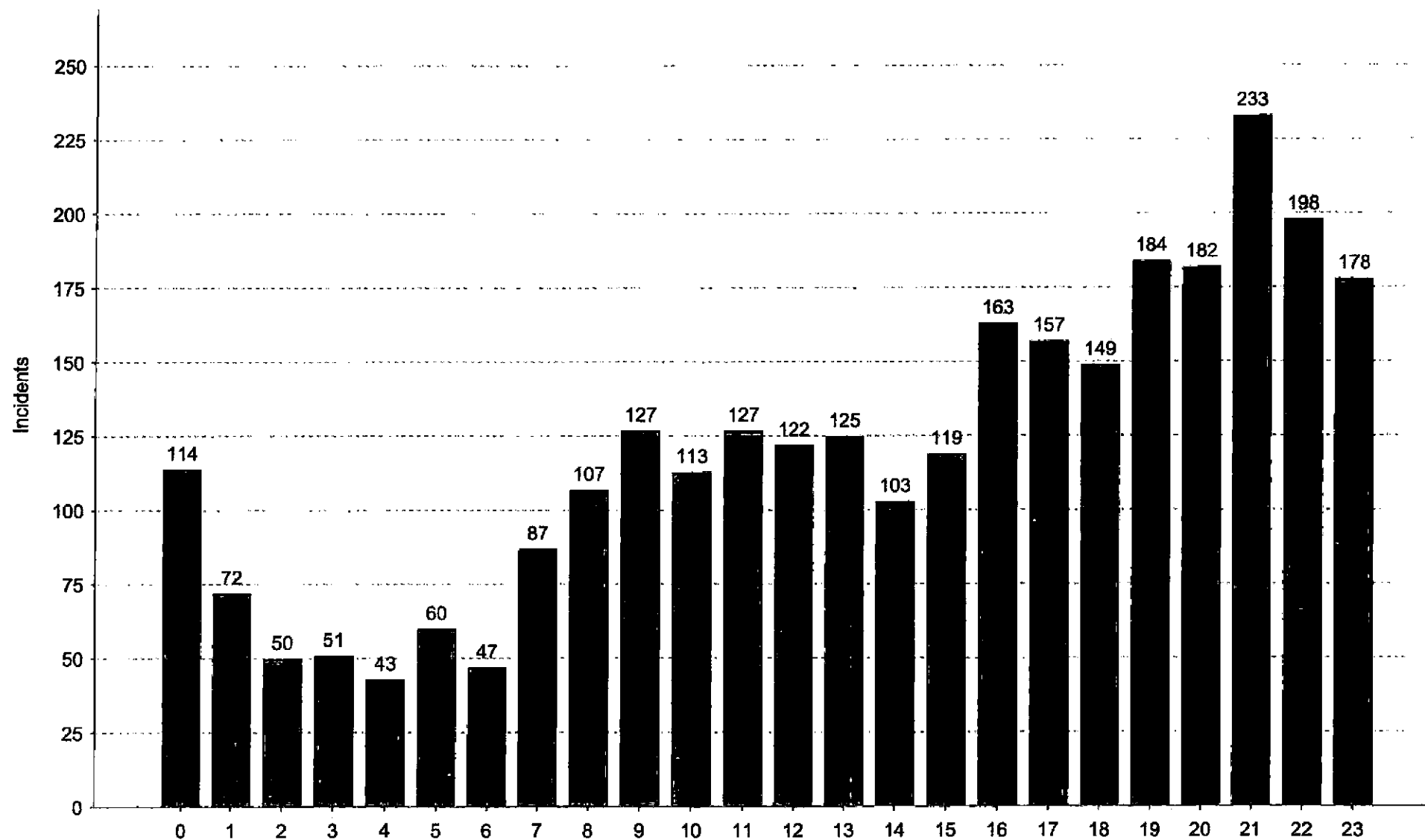


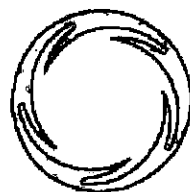


CAD Statistics - Graph by Hour of Day

Print Date: 03-Mar-21
Print Time: 13:54:01 PM
User Name: twilliams

Incidents Created From: 01-Feb-21 00:00:00 AM To: 28-Feb-21 23:59:59 PM

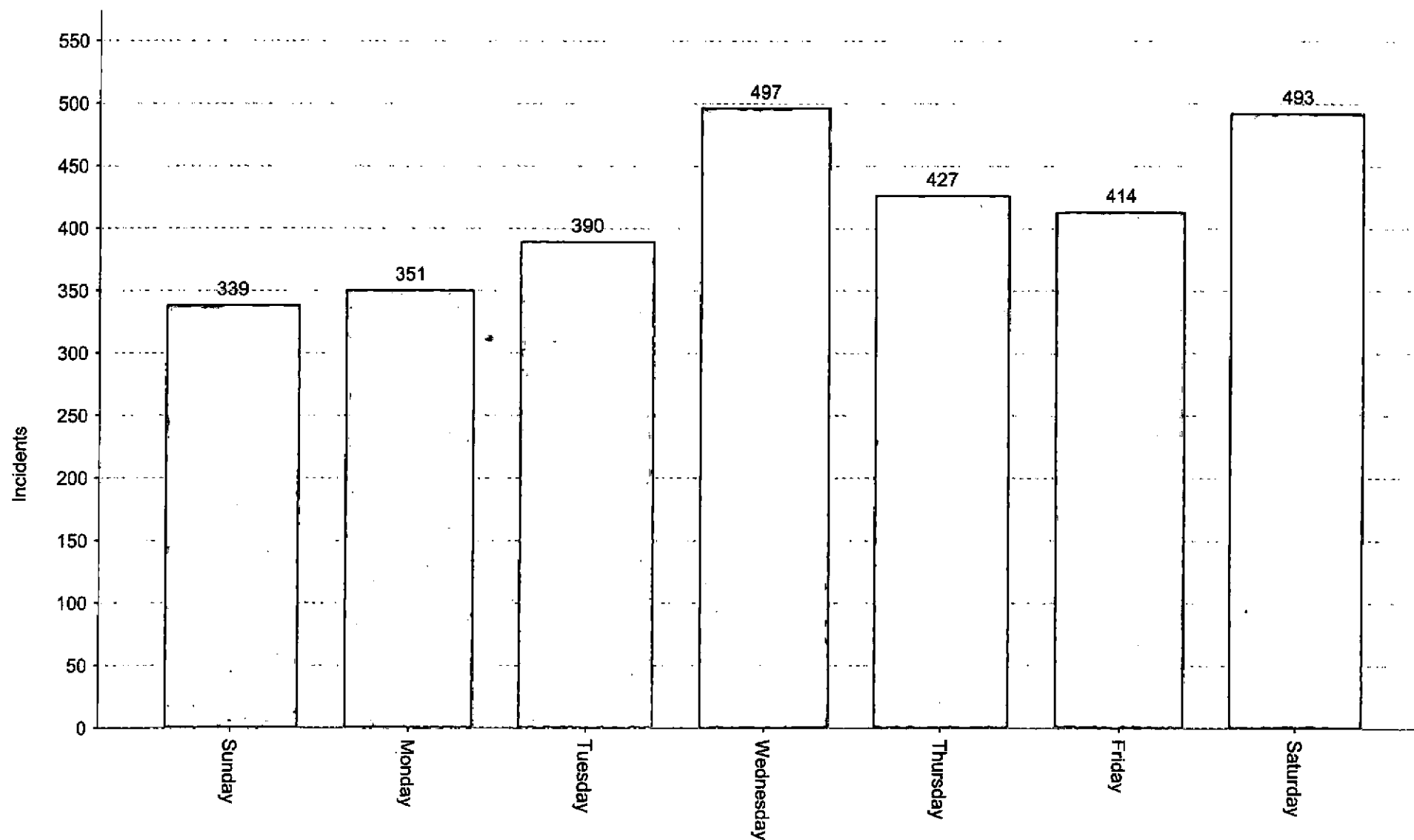




CAD Statistics - Graph by Day of Week

Print Date: 03-Mar-21
Print Time: 13:53:01 PM
User Name: twilliams

Incidents Created From: 01-Feb-21 00:00:00 AM To: 28-Feb-21 23:59:59 PM



382



Type Total Report

Print Date: 03-Mar-21
Print Time: 13:57:14 PM
User Name: twilliams

Incidents Created From: 01-Feb-21 00:00:00 AM To: 28-Feb-21 23:59:59 PM; Unit Org: All; Unit(s): All; Source: All; Community: All

Unit Org	Event	Event Description	Type Count
100	ACC WITH INJURIES	ACCIDENT WITH INJURIES	1
100	ALARM FIRE	ALARM FIRE	1
100	AMB-BREATHING PROBLEM	BREATHING PROBLEM	1
100	FIRE GRASS BRUSH	FIRE GRASS BRUSH	1
100	TEXT NOTIFICATION	TEXT NOTIFICATION	1
Type Count -100:			5
200	ACC UNKNOWN INJURIES	ACCIDENT UNKNOWN INJURIES	1
200	ALARM FIRE	ALARM FIRE	1
200	FIRE CONTROL BURN	FIRE CONTROL BURN	1
Type Count -200:			3
300	AMB-CHEST PAIN	CHEST PAIN	1
300	FIRE CONTROL BURN	FIRE CONTROL BURN	1
300	FIRE DPT NO FIRE	FIRE DPT NEEDED NO FIRE	1
300	SICK PATIENT	SICK PATIENT	1
300	TEXT NOTIFICATION	TEXT NOTIFICATION	2
Type Count -300:			6
400	ACC UNKNOWN INJURIES	ACCIDENT UNKNOWN INJURIES	1
400	ALARM FIRE	ALARM FIRE	1
Type Count -400:			2
500	ALARM FIRE	ALARM FIRE	1
500	AMB-FALL	FALL	1
500	AMB-UNRESPONSIVE	UNRESPONSIVE NOT BREATHING	1

For Official Use Only



Type Total Report

Print Date: 03-Mar-21
Print Time: 13:57:14 PM
User Name: twilliams

Incidents Created From: 01-Feb-21 00:00:00 AM To: 28-Feb-21 23:59:59 PM; Unit Org: All; Unit(s): All; Source: All; Community: All

Unit Org	Event	Event Description	Type Count
500	NOT BREATHING FIRE GRASS BRUSH	FIRE GRASS BRUSH	1
Type Count -500:			4
600	FIRE CONTROL BURN	FIRE CONTROL BURN	4
Type Count -600:			4
700	AMB-ALARM MEDICAL	ALARM MEDICAL	1
700	FIRE OTHER	FIRE OTHER	1
Type Count -700:			2
C&G TOWING	ABANDONEDVEHICLE	ABANDONED VEHICLE	1
C&G TOWING	ACC NO INJURIES	ACCIDENT NO INJURIES	3
C&G TOWING	ACC UNKNOWN INJURIES	ACCIDENT UNKNOWN INJURIES	3
C&G TOWING	ACC WITH INJURIES	ACCIDENT WITH INJURIES	1
C&G TOWING	BURGLARY DWELLING	BURGLARY DWELLING	1
C&G TOWING	OFFICER NEEDED	OFFICER NEEDED	1
C&G TOWING	TS	TRAFFIC STOP	1
Type Count -C&G TOWING:			11
CCSO	911NODISPATCH	911 NO DISPATCH	4
CCSO	911OPENLINE	911 OPEN LINE	2
CCSO	ABANDONEDVEHICLE	ABANDONED VEHICLE	7
CCSO	ACC HIT&RUN	ACCIDENT HIT & RUN	1
CCSO	ACC NO INJURIES	ACCIDENT NO INJURIES	29
CCSO	ACC NON AUTO RELATED	ACCIDENT NON AUTO RELATED	1
CCSO	ACC UNKNOWN INJURIES	ACCIDENT UNKNOWN INJURIES	6
CCSO	ACC WITH INJURIES	ACCIDENT WITH INJURIES	2
CCSO	ALARM BUSINESS	ALARM BUSINESS	1

For Official Use Only



Type Total Report

Print Date: 03-Mar-21
Print Time: 13:57:14 PM
User Name: twilliams

Incidents Created From: 01-Feb-21 00:00:00 AM To: 28-Feb-21 23:59:59 PM; Unit Org: All; Unit(s): All; Source: All; Community: All

Unit Org	Event	Event Description	Type Count
CCSO	ALARM FIRE	ALARM FIRE	2
CCSO	ALARM RESIDENTIAL	ALARM RESIDENTIAL	6
CCSO	AMB-ALARM MEDICAL	ALARM MEDICAL	1
CCSO	AMB-ALLERGIC REACTION	ALLERGIC REACTION	1
CCSO	AMB-BREATHING PROBLEM	BREATHING PROBLEM	3
CCSO	AMB-FALL	FALL	2
CCSO	AMB-UNRESPONSIVE NOT BREATHING	UNRESPONSIVE NOT BREATHING	2
CCSO	ANIMAL MISC	ANIMAL MISC	6
CCSO	ANIMAL NEAR ROAD	ANIMAL NEAR ROAD	4
CCSO	AREA CHECK	AREA CHECK	48
CCSO	ASSIST AGENCY	ASSIST OTH AGENCY	3
CCSO	ASSIST CITIZEN	ASSIST CITIZEN	1
CCSO	ASSIST MOTORIST	ASSIST MOTORIST OR STRANDED MOTORIST	47
CCSO	BOLO	BOLO	5
CCSO	BUILDING CHECK	BUILDING CHECK	397
CCSO	BURGLARY DWELLING	BURGLARY DWELLING	1
CCSO	BURGLARY AUTO	BURGLARY FROM AN AUTO	1
CCSO	CARELESS DRIVING	CARELESS DRIVING	4
CCSO	CIVIL MATTER	CIVIL MATTER	1
CCSO	COMMITMENT ORDER	COMMITMENT ORDER	3
CCSO	CORONER NEEDED	CORONER NEEDED	2
CCSO	DISTURBANCE DOMESTIC	DISTURBANCE DOMESTIC	4
CCSO	DISTURBANCE INTOXICATED	DISTURBANCE INTOXICATED	1
CCSO	DISTURBANCE OTHER	DISTURBANCE OTHER	18

For Official Use Only



Type Total Report

Print Date: 03-Mar-21
Print Time: 13:57:14 PM
User Name: twilliams

Incidents Created From: 01-Feb-21 00:00:00 AM To: 28-Feb-21 23:59:59 PM; Unit Org: All; Unit(s): All; Source: All; Community: All

Unit Org	Event	Event Description	Type Count
CCSO	DISTURBANCE WEAPON	DISTURBANCE WEAPON	4
CCSO	ESCORT FUNERAL	ESCORT FUNERAL	4
CCSO	ESCORT GENERAL	ESCORT GENERAL	2
CCSO	FIRE DWELLING	FIRE DWELLING	1
CCSO	FRAUD SCAM	FRAUD SCAM	6
CCSO	GUNSHOTS HEARD	GUNSHOTS HEARD	5
CCSO	HARASSMENT	HARASSMENT	4
CCSO	IDENTITY THEFT	IDENTITY THEFT	4
CCSO	ILLEGAL DUMPING	ILLEGAL DUMPING	4
CCSO	LOST AND FOUND	LOST AND FOUND	1
CCSO	LOST-STOLEN ITEM	LOST-STOLEN ITEM	1
CCSO	NCIC DL	NCIC DL	5
CCSO	NCIC OTHER	NCIC OTHER	1
CCSO	NCIC TAG	NCIC TAG	82
CCSO	OFFICER NEEDED	OFFICER NEEDED	46
CCSO	OVERDOSE	OVERDOSE	1
CCSO	ROAD BLOCKED	ROAD BLOCKED OBJ IN ROAD	2
CCSO	ROAD CHECK	ROAD CHECK	24
CCSO	ROAD CLOSED	ROAD CLOSED	1
CCSO	SAFETY CHECKPOINT	SAFETY CHECKPOINT DETAIL	1
CCSO	SERVING WARRANT	SERVING WARRANT	3
CCSO	SHOOTING	SHOOTING	2
CCSO	SICK PATIENT	SICK PATIENT	3
CCSO	SUICIDE	SUICIDE	1
CCSO	SUICIDE ATTEMPTED	SUICIDE ATTEMPTED	1
CCSO	SUSPICIOUS ACTIVITY	SUSPICIOUS ACTIVITY	16
CCSO	SUSPICIOUS VEHICLE	SUSPICIOUS VEHICLE	12
CCSO	TAG LOG	TAG LOG	3
CCSO	THEFT	THEFT	4

For Official Use Only



Type Total Report

Print Date: 03-Mar-21
Print Time: 13:57:14 PM
User Name: twilliams

Incidents Created From: 01-Feb-21 00:00:00 AM To: 28-Feb-21 23:59:59 PM; Unit Org: All; Unit(s): All; Source: All; Community: All

Unit Org	Event	Event Description	Type Count
CCSO	THEFT AUTO	THEFT AUTO	1
CCSO	THEFT PROPERTY	THEFT PROPERTY	1
CCSO	TRANSPORT	TRANSPORT	32
CCSO	TREE DOWN	TREE DOWN	5
CCSO	TRESPASSING	TRESPASSING	2
CCSO	TS	TRAFFIC STOP	187
CCSO	VANDALISM DWELLING	VANDALISM DWELLING	1
CCSO	VEHICLE PURSUIT	VEHICLE PURSUIT CAR CHASE	2
CCSO	WATER DEPT NEEDED	WATER DEPT NEEDED	1
CCSO	WEATHER INFO LOG	WEATHER INFO LOG	1
CCSO	WELFARE CHECK	WELFARE CHECK	6
CCSO	WIRES DOWN	WIRES DOWN	1
Type Count -CCSO:			1100
E911	911HANGUP	911 HANGUP	21
E911	911NODISPATCH	911 NO DISPATCH	272
E911	911OPENLINE	911 OPEN LINE	4
E911	911TEST	911 TEST CALL	4
E911	911TRANSFER TO OTHER AGENCY	911 TRANSFER TO OTHER AGENCY	28
E911	ACC NO INJURIES	ACCIDENT NO INJURIES	2
E911	ACC WITH INJURIES	ACCIDENT WITH INJURIES	1
E911	AMB-BREATHING PROBLEM	BREATHING PROBLEM	1
E911	AMB-FALL	FALL	1
E911	ANIMAL MISC	ANIMAL MISC	2
E911	CARELESS DRIVING	CARELESS DRIVING	1
E911	CHILD LOCKED IN CAR	CHILD LOCKED IN CAR	1
E911	DISTURBANCE OTHER	DISTURBANCE OTHER	1

For Official Use Only



Type Total Report

Print Date: 03-Mar-21
Print Time: 13:57:14 PM
User Name: twilliams

Incidents Created From: 01-Feb-21 00:00:00 AM To: 28-Feb-21 23:59:59 PM; Unit Org: All; Unit(s): All; Source: All; Community: All

Unit Org	Event	Event Description	Type Count
E911	DISTURBANCE WEAPON	DISTURBANCE WEAPON	1
E911	FIRE CONTROL BURN	FIRE CONTROL BURN	1
E911	GUNSHOTS HEARD	GUNSHOTS HEARD	4
E911	HARASSMENT	HARASSMENT	1
E911	OFFICER NEEDED	OFFICER NEEDED	2
E911	REPO	REPO	5
E911	ROAD BLOCKED	ROAD BLOCKED OBJ IN ROAD	1
E911	ROAD CLOSED	ROAD CLOSED	1
E911	SUSPICIOUS VEHICLE	SUSPICIOUS VEHICLE	1
E911	TRANSPORT	TRANSPORT	3
E911	WATER DEPT NEEDED	WATER DEPT NEEDED	2
E911	WELFARE CHECK	WELFARE CHECK	1
Type Count -E911:			362
EMA	ALARM FIRE	ALARM FIRE	1
EMA	AMB-FALL	FALL	2
EMA	ASSIST MOTORIST	ASSIST MOTORIST OR STRANDED MOTORIST	2
EMA	SHOOTING	SHOOTING	1
Type Count -EMA:			6
GUEST TOWING	ABANDONEDVEHICLE	ABANDONED VEHICLE	1
GUEST TOWING	ACC NO INJURIES	ACCIDENT NO INJURIES	7
GUEST TOWING	ACC UNKNOWN INJURIES	ACCIDENT UNKNOWN INJURIES	3
GUEST TOWING	ACC WITH INJURIES	ACCIDENT WITH INJURIES	2
GUEST TOWING	BURGLARY DWELLING	BURGLARY DWELLING	1
GUEST TOWING	OFFICER NEEDED	OFFICER NEEDED	1
GUEST TOWING	TS	TRAFFIC STOP	2
Type Count -GUEST TOWING:			17

For Official Use Only



Type Total Report

Print Date: 03-Mar-21
Print Time: 13:57:14 PM
User Name: twilliams

Incidents Created From: 01-Feb-21 00:00:00 AM To: 28-Feb-21 23:59:59 PM; Unit Org: All; Unit(s): All; Source: All; Community: All

Unit Org	Event	Event Description	Type Count
MISC	911NODISPATCH	911 NO DISPATCH	2
MISC	911TRANSFER TO OTHER AGENCY	911 TRANSFER TO OTHER AGENCY	1
MISC	ACC NO INJURIES	ACCIDENT NO INJURIES	10
MISC	ACC UNKNOWN INJURIES	ACCIDENT UNKNOWN INJURIES	2
MISC	ACC WITH INJURIES	ACCIDENT WITH INJURIES	1
MISC	AMB-ALLERGIC REACTION	ALLERGIC REACTION	1
MISC	ANIMAL MISC	ANIMAL MISC	2
MISC	ANIMAL NEAR ROAD	ANIMAL NEAR ROAD	1
MISC	ASSIST AGENCY	ASSIST OTH AGENCY	1
MISC	ASSIST MOTORIST	ASSIST MOTORIST OR STRANDED MOTORIST	6
MISC	CARELESS DRIVING	CARELESS DRIVING	1
MISC	ELECTRIC NEEDED	ELECTRIC NEEDED	22
MISC	FIRE DWELLING	FIRE DWELLING	2
MISC	FISH AND WILDLIFE NEEDED	FISH AND WILDLIFE NEEDED	1
MISC	GAS CO NEEDED	GAS CO NEEDED	1
MISC	NCIC DL	NCIC DL	2
MISC	OFFICER NEEDED	OFFICER NEEDED	2
MISC	ROAD BLOCKED	ROAD BLOCKED OBJ IN ROAD	5
MISC	ROAD CHECK	ROAD CHECK	1
MISC	SERVING WARRANT	SERVING WARRANT	2
MISC	STREET SIGN REPAIR	STREET SIGN REPAIR	3
MISC	SUSPICIOUS ACTIVITY	SUSPICIOUS ACTIVITY	1
MISC	TREE DOWN	TREE DOWN	9
MISC	TS	TRAFFIC STOP	1
MISC	UTILITY COMPANY NEEDED	UTILITY COMPANY NEEDED	1

For Official Use Only



Type Total Report

Print Date: 03-Mar-21
Print Time: 13:57:14 PM
User Name: twilliams

Incidents Created From: 01-Feb-21 00:00:00 AM To: 28-Feb-21 23:59:59 PM; Unit Org: All; Unit(s): All; Source: All; Community: All

Unit Org	Event	Event Description	Type Count
WEST POINT FD	CARBON MONOXIDE	CARBON MONOXIDE	1
WEST POINT FD	FIRE AUTO	FIRE AUTO	1
WEST POINT FD	FIRE CONTROL BURN	FIRE CONTROL BURN	1
WEST POINT FD	FIRE DPT NO FIRE	FIRE DPT NEEDED NO FIRE	1
WEST POINT FD	FIRE DWELLING	FIRE DWELLING	4
WEST POINT FD	FIRE OTHER	FIRE OTHER	3
WEST POINT FD	GAS CO NEEDED	GAS CO NEEDED	2
WEST POINT FD	OFFICER NEEDED	OFFICER NEEDED	1
WEST POINT FD	ROAD CLOSED	ROAD CLOSED	2
WEST POINT FD	SERVING WARRANT	SERVING WARRANT	1
WEST POINT FD	SICK PATIENT	SICK PATIENT	3
WEST POINT FD	SUSPICIOUS ACTIVITY	SUSPICIOUS ACTIVITY	1
WEST POINT FD	TREE DOWN	TREE DOWN	1
Type Count -WEST POINT FD:			53
WPAS	911NODISPATCH	911 NO DISPATCH	1
WPAS	911TEST	911 TEST CALL	1
WPAS	911TRANSFER TO OTHER AGENCY	911 TRANSFER TO OTHER AGENCY	1
WPAS	ACC UNKNOWN INJURIES	ACCIDENT UNKNOWN INJURIES	7
WPAS	ACC WITH INJURIES	ACCIDENT WITH INJURIES	7
WPAS	ALARM FIRE	ALARM FIRE	1
WPAS	AMB-ABDOMINAL PAIN	ABDOMINAL PAIN	2
WPAS	AMB-ALARM MEDICAL	ALARM MEDICAL	6
WPAS	AMB-ALLERGIC REACTION	ALLERGIC REACTION	1
WPAS	AMB-BACK PAIN	BACK PAIN	5
WPAS	AMB-BLEEDING	BLEEDING	2
WPAS	AMB-BREATHING	BREATHING PROBLEM	25

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Type Total Report

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Incidents Created From: 01-Feb-21 00:00:00 AM To: 28-Feb-21 23:59:59 PM; Unit Org: All; Unit(s): All; Source: All; Community: All

Unit Org	Event	Event Description	Type Count
	PROBLEM		
WPAS	AMB-BROKEN BONE	BROKEN BONE	1
WPAS	AMB-CHEST PAIN	CHEST PAIN	11
WPAS	AMB-CHOKING	CHOKING	1
WPAS	AMB-DIABETIC PROBLEM	DIABETIC PROBLEM	3
WPAS	AMB-FALL	FALL	30
WPAS	AMB-LIFT ASSIST	LIFT ASSIST	4
WPAS	AMB-POSS MENTAL PATIENT	POSSIBLE MENTAL PATIENT	1
WPAS	AMB-POSS SEIZURE	POSSIBLE SEIZURE	10
WPAS	AMB-POSS STROKE	POSSIBLE STROKE	4
WPAS	AMB-POSTING AT COUNTY LINE	POSTING AT COUNTY LINE	5
WPAS	AMB-TRANSFER IN COUNTY	AMB TRANSFER IN THE COUNTY	15
WPAS	AMB-TRANSFER OUT COUNTY	AMB TRANSFER OUT OF COUNTY	41
WPAS	AMB-UNRESPONSIVE BREATHING	UNRESPONSIVE BREATHING	7
WPAS	AMB-UNRESPONSIVE NOT BREATHING	UNRESPONSIVE NOT BREATHING	3
WPAS	AMB-VOMITTING	VOMITTING	2
WPAS	ASSIST MOTORIST	ASSIST MOTORIST OR STRANDED MOTORIST	1
WPAS	DISTURBANCE DOMESTIC	DISTURBANCE DOMESTIC	1
WPAS	DISTURBANCE OTHER	DISTURBANCE OTHER	1
WPAS	FIRE OTHER	FIRE OTHER	1
WPAS	OFFICER NEEDED	OFFICER NEEDED	2
WPAS	OVERDOSE	OVERDOSE	1
WPAS	ROAD CLOSED	ROAD CLOSED	2

For Official Use Only



Type Total Report

Print Date: 03-Mar-21
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User Name: twilliams

Incidents Created From: 01-Feb-21 00:00:00 AM To: 28-Feb-21 23:59:59 PM; Unit Org: All; Unit(s): All; Source: All; Community: All

Unit Org	Event	Event Description	Type Count
WPAS	SICK PATIENT	SICK PATIENT	53
WPAS	SUICIDE	SUICIDE	1
WPAS	SUICIDE ATTEMPTED	SUICIDE ATTEMPTED	3
WPAS	SUICIDE THREATENED	SUICIDE THREATENED	1
WPAS	SUSPICIOUS ACTIVITY	SUSPICIOUS ACTIVITY	1
WPAS	TRANSPORT	TRANSPORT	7
WPAS	WELFARE CHECK	WELFARE CHECK	1
Type Count -WPAS:			273
WPPD	911HANGUP	911 HANGUP	1
WPPD	911NODISPATCH	911 NO DISPATCH	6
WPPD	911OPENLINE	911 OPEN LINE	5
WPPD	ABANDONEDVEHICLE	ABANDONED VEHICLE	3
WPPD	ACC HIT&RUN	ACCIDENT HIT & RUN	6
WPPD	ACC NO INJURIES	ACCIDENT NO INJURIES	38
WPPD	ACC NON AUTO RELATED	ACCIDENT NON AUTO RELATED	1
WPPD	ACC UNKNOWN INJURIES	ACCIDENT UNKNOWN INJURIES	5
WPPD	ACC WITH INJURIES	ACCIDENT WITH INJURIES	6
WPPD	ALARM BUSINESS	ALARM BUSINESS	25
WPPD	ALARM FIRE	ALARM FIRE	1
WPPD	ALARM RESIDENTIAL	ALARM RESIDENTIAL	25
WPPD	ALARM SCHOOL	ALARM SCHOOL	3
WPPD	AMB-BACK PAIN	BACK PAIN	2
WPPD	AMB-BREATHING PROBLEM	BREATHING PROBLEM	1
WPPD	AMB-DIABETIC PROBLEM	DIABETIC PROBLEM	1
WPPD	AMB-FALL	FALL	2
WPPD	AMB-POSS MENTAL PATIENT	POSSIBLE MENTAL PATIENT	1

For Official Use Only



Type Total Report

Print Date: 03-Mar-21
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Incidents Created From: 01-Feb-21 00:00:00 AM To: 28-Feb-21 23:59:59 PM; Unit Org: All; Unit(s): All; Source: All; Community: All

Unit Org	Event	Event Description	Type Count
WPPD	AMB-UNRESPONSIVE BREATHING	UNRESPONSIVE BREATHING	1
WPPD	ANIMAL MISC	ANIMAL MISC	17
WPPD	ANIMAL NEAR ROAD	ANIMAL NEAR ROAD	4
WPPD	ANIMAL STRAY	ANIMAL STRAY	11
WPPD	AREA CHECK	AREA CHECK	68
WPPD	ASSIST AGENCY	ASSIST OTH AGENCY	1
WPPD	ASSIST CITIZEN	ASSIST CITIZEN	5
WPPD	ASSIST MOTORIST	ASSIST MOTORIST OR STRANDED MOTORIST	25
WPPD	BOLO	BOLO	5
WPPD	BUILDING CHECK	BUILDING CHECK	48
WPPD	BURGLARY BUSINESS	BURGLARY BUSINESS	3
WPPD	BURGLARY DWELLING	BURGLARY DWELLING	2
WPPD	BURGLARY AUTO	BURGLARY FROM AN AUTO	1
WPPD	CARELESS DRIVING	CARELESS DRIVING	11
WPPD	CHILD LOCKED IN CAR	CHILD LOCKED IN CAR	1
WPPD	CIVIL MATTER	CIVIL MATTER	1
WPPD	CLEAR PARKING LOT	CLEAR PARKING LOT	4
WPPD	DISTURBANCE DOMESTIC	DISTURBANCE DOMESTIC	2
WPPD	DISTURBANCE MUSIC	DISTURBANCE MUSIC	7
WPPD	DISTURBANCE OTHER	DISTURBANCE OTHER	36
WPPD	DISTURBANCE WEAPON	DISTURBANCE WEAPON	2
WPPD	ELECTRIC NEEDED	ELECTRIC NEEDED	1
WPPD	ESCORT BANK	ESCORT BANK	10
WPPD	ESCORT FUNERAL	ESCORT FUNERAL	6
WPPD	ESCORT GENERAL	ESCORT GENERAL	13
WPPD	FIGHT UNKNOWN WEAPONS	FIGHT UNKNOWN WEAPONS	2

For Official Use Only



Type Total Report

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Incidents Created From: 01-Feb-21 00:00:00 AM To: 28-Feb-21 23:59:59 PM; Unit Org: All; Unit(s): All; Source: All; Community: All

Unit Org	Event	Event Description	Type Count
WPPD	FIRE AUTO	FIRE AUTO	1
WPPD	FIRE DWELLING	FIRE DWELLING	3
WPPD	FIRE OTHER	FIRE OTHER	3
WPPD	FIREWORKS	FIREWORKS	1
WPPD	FRAUD SCAM	FRAUD SCAM	3
WPPD	GAS CO NEEDED	GAS CO NEEDED	1
WPPD	GUNSHOTS HEARD	GUNSHOTS HEARD	13
WPPD	HARASSMENT	HARASSMENT	10
WPPD	HARASSMENT TELEPHONE	HARASSMENT TELEPHONE	1
WPPD	NCIC DL	NCIC DL	8
WPPD	NCIC TAG	NCIC TAG	37
WPPD	OFFICER NEEDED	OFFICER NEEDED	155
WPPD	OVERDOSE	OVERDOSE	1
WPPD	PARKING VIOLATION	PARKING VIOLATION	3
WPPD	RACING	RACING	5
WPPD	ROAD BLOCKED	ROAD BLOCKED OBJ IN ROAD	3
WPPD	ROAD CLOSED	ROAD CLOSED	2
WPPD	SERVING WARRANT	SERVING WARRANT	9
WPPD	SHOOTING	SHOOTING	1
WPPD	SHOPLIFTING	SHOPLIFTING	10
WPPD	SICK PATIENT	SICK PATIENT	5
WPPD	STABBING	STABBING	1
WPPD	STALKING	STALKING	1
WPPD	SUICIDE	SUICIDE	1
WPPD	SUICIDE ATTEMPTED	SUICIDE ATTEMPTED	2
WPPD	SUICIDE THREATENED	SUICIDE THREATENED	1
WPPD	SUSPICIOUS ACTIVITY	SUSPICIOUS ACTIVITY	32
WPPD	SUSPICIOUS OBJECT	SUSPICIOUS OBJECT	1

For Official Use Only



Type Total Report

Print Date: 03-Mar-21
Print Time: 13:57:14 PM
User Name: twilliams

Incidents Created From: 01-Feb-21 00:00:00 AM To: 28-Feb-21 23:59:59 PM; Unit Org: All; Unit(s): All; Source: All; Community: All

Unit Org	Event	Event Description	Type Count
WPPD	SUSPICIOUS VEHICLE	SUSPICIOUS VEHICLE	30
WPPD	TAG LOG	TAG LOG	6
WPPD	THEFT	THEFT	4
WPPD	THEFT AUTO	THEFT AUTO	1
WPPD	THEFT PROPERTY	THEFT PROPERTY	3
WPPD	TRANSPORT	TRANSPORT	45
WPPD	TREE DOWN	TREE DOWN	2
WPPD	TRESPASSING	TRESPASSING	3
WPPD	TS	TRAFFIC STOP	188
WPPD	VANDALISM DWELLING	VANDALISM DWELLING	4
WPPD	VANDALISM OTHER	VANDALISM OTHER	4
WPPD	VANDALISM VEHICLE	VANDALISM VEHICLE	3
WPPD	VEHICLE PURSUIT	VEHICLE PURSUIT CAR CHASE	2
WPPD	WEATHER INFO LOG	WEATHER INFO LOG	1
WPPD	WELFARE CHECK	WELFARE CHECK	9
WPPD	WIRES DOWN	WIRES DOWN	1
Type Count -WPPD:			1039
WRECKER WORKS	ABANDONEDVEHICLE	ABANDONED VEHICLE	1
WRECKER WORKS	ACC NO INJURIES	ACCIDENT NO INJURIES	3
WRECKER WORKS	ACC WITH INJURIES	ACCIDENT WITH INJURIES	1
WRECKER WORKS	ASSIST MOTORIST	ASSIST MOTORIST OR STRANDED MOTORIST	1
WRECKER WORKS	OFFICER NEEDED	OFFICER NEEDED	1
WRECKER WORKS	TS	TRAFFIC STOP	3

Type Count -WRECKER WORKS: 10

Total Incidents: 2764

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EXHIBIT I

TENTATIVE AGENDA

Wednesday, March 17, 2021

7:00 a.m. Lobby	Registration <i>Sponsored by AMR/MedStat/Lifeguard</i>
7:00 a.m. Salon A/B/C	Breakfast <i>Sponsored by SunSouth</i>
7:00 a.m. – 12:00 p.m. Regency/Imperial Hall	Vendor "Meet & Greet" Tables
8:00 a.m. – 9:00 a.m. Salon A/B	Hear from Your Legislative Delegation
9:00 a.m. – 10:00 a.m. Salon A/B	Update on COVID-19 Vaccine Distribution and Initiative 65 <i>Dr. Thomas Dobbs/Mr. Jim Craig, MS Health Dept</i> <i>(1 Elective Credit)</i>
10:00 a.m. – 10:45 a.m. Salon A/B	Economic Development and Funding Opportunities <i>John Rounsaville, Executive Director of</i> <i>MS Development Authority</i> <i>(1 Elective Credit)</i>
10:45 a.m. – 11:00 a.m.	Break <i>Sponsored by Raymond James</i>
11:00 a.m. – 11:30 a.m. Salon A/B	MAS Business Meeting/Elections
11:30 a.m. – 12:30 p.m. Salon A/B	2021 Legislative Session Update <i>Steve Gray, MAS Governmental Affairs Director</i> <i>(1 Elective Credit)</i>
12:30 p.m. Salon A/B/C	Lunch <i>Sponsored by C Spire</i>

Event dates and times subject to change.

EXHIBIT J

**NOTICE OF PUBLIC HEARING OF THE CLAY COUNTY BOARD OF
SUPERVISOR'S INTENT TO REGULATE PLACES OF PUBLIC ASSEMBLAGE,
INCLUDING, ROADHOUSES, AND LIKE ESTABLISHMENTS AND TO PROVIDE
PENALITIES FOR VIOLATIONS**

The Clay County Board of Supervisor's will hold a public hearing on *Thursday, April 8, 2021, at 9:00 a.m.* at the Clay County Courthouse as located on 365 Court Street, West Point, MS 39773, of their intent to pass an ordinance to regulate places of public assemblage, including, roadhouses and like establishments, which would include to provide penalties for violations of said regulation.

A copy of the proposed ordinance may be picked up Monday through Friday from 8:00 a.m. to 5:00 p.m. from Amy G. Berry, Chancery Clerk, at 365 Court Street, West Point, MS 39773 or via email at aberry@claycounty.ms.gov.

Any citizen of Clay County, Mississippi is invited to attend this public hearing of the proposed intent to pass an ordinance to regulate places of public assemblage, including, roadhouses and like establishments, which would include to provide penalties for violations.

SO ORDERED this the 4th day of March, 2021.

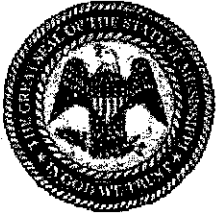
SHELTON L. DEANES, PRESIDENT

Publish:

3/20/2021

3/27/2021

EXHIBIT K



Clay County Board of Supervisors

Post Office Box 815
West Point, Mississippi 39773
Telephone: (662) 494-3313
Facsimile: (662) 492-4059
E-mail: supervisors@claycounty.ms.gov

District 1
John D. Henson
District 2
L. L. Lammie
District 3
R. B. Davis
District 4
Shelton Deane, President
District 5
Joe D. Chandler

March 22, 2021

Via email transmission bondadvisory@dfa.ms.gov
and United States Postal Service First Class Mail

Ms. Gilda Reyes, Director
Bond Advisory Board
Mississippi Department of Finance
and Administration
Post Office Box 267
Jackson, MS 39201

Re: Request for Project Funding – Clay County, Mississippi
2020 Una Community Center and Park Improvements
Fund in the amount of \$100,000.00

Dear Ms. Reyes:

We are requesting that you transfer to the 2020 Clay County Una Community Center and Park Improvements Fund the sum of \$100,000.00 of State Funds as authorized by Section 45 House Bill 1730, 2020 Regular Legislative Session, for the 2020 Clay County Una Community Center and Park Improvements Fund.

Our electronic payment information is as follows:

Bank Name:	BancorpSouth Bank
Account No.	78585015
Routing No.	084201278
MAGIC Vendor No.	3100034203

We appreciate your assistance.

Sincerely yours,

Amy G. Berry, Clerk of the Board of
Supervisors of Clay County,
Mississippi and Chancery Clerk of
Clay County, Mississippi

Amy G Berry

From: Gilda Reyes <Gilda.Reyes@dfa.ms.gov>
Sent: Friday, March 5, 2021 9:02 AM
To: aberry@claycounty.ms.gov
Subject: FGA and Letter for HB1730 - UNA
Attachments: Clay County - Una Community Center and Park Improvements.docx; Clay County - Una Community Center and Park Improvements.pdf

Please find attached the required forms to be submitted to the Bond Advisory Division. These forms are necessary for the Department of Finance and Administration to finalize the process for the issuance of bonds as authorized in House Bill 1730. These forms are as follows:

- 1) Funding Grant Agreement – Sign and date
- 2) Letter from your organization requesting the transfer of funds. After completing the form, **please date (on the appropriate line), print, sign and submit on your organization's letterhead.**

Please scan and email the two (2) required forms to the Bond Advisory Division at email address bondadvisory@dfa.ms.gov by March 19, 2021.

After the State receives the funds from the bond sale, we will process your transfer to the bank account that is linked with the MAGIC vendor number that we have included on the letter. After the funds are transferred to you, it will be your responsibility to transfer those funds to the **new bank account**. As a reminder, this new bank account is required and only the funds from HB1730 can be included in this bank account.

If you have any questions, please do not hesitate to contact us.

Thank you,
Gilda Reyes

Gilda Reyes

Director, Bond Advisory Division
Mississippi Department of Finance and Administration
Gilda.Reyes@dfa.ms.gov
601-359-5516 Office 601-573-0503 Mobile

P.O. Box 267 Jackson, MS 39205
501 North West Street, Suite 1301
Jackson, MS 39201



Clay County Board of Supervisors

Post Office Box 815
West Point, Mississippi 39773
Telephone: (662) 494-3313
Facsimile: (662) 492-4059
E-mail: supervisors@claycounty.ms.gov

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

March 8, 2021

Via email transmission bondadvisory@dfa.ms.gov
and United States Postal Service First Class Mail

Ms. Gilda Reyes, Director
Bond Advisory Board
Mississippi Department of Finance
and Administration
Post Office Box 267
Jackson, MS 39201

Re: *Issuance of Bonds as authorized in House Bill 1730*
Clay County, Mississippi Una Community Center and Park
Improvements Fund in the amount of \$100,000.00

Dear Ms. Reyes:

In connection with the above referenced matter, please find enclosed the Funding Grant Agreement, which has been executed by Shelton L. Deanes, President of the Board of Supervisors of Clay County, Mississippi.

Please consider this letter as Clay County's request for the transfer of funds. If there is anything further you should require from the Board, please do not hesitate to contact me.

Sincerely yours,

Amy G. Berry, Clerk of the Board of
Supervisors of Clay County,
Mississippi and Chancery Clerk of
Clay County, Mississippi

Enclosure

FUNDING GRANT AGREEMENT

This Funding Grant Agreement (hereinafter the "Grant") is entered into between the Department of Finance and Administration (hereinafter the "DFA") and **Clay County** for the purpose of establishing the agreed upon conditions under which the DFA may disburse funds to assist **Clay County** in paying costs associated with the local project (hereinafter the "Project") specified in **Section 45 of House Bill 1730, 2020 Regular Legislative Session, Laws of 2020** (hereinafter the "Act"). This Grant is entered into pursuant to, and subject to the terms of the Act, which authorizes a Grant not to exceed **\$100,000.00** for the Project (the "Grant Funds"). **(PLEASE NOTE THAT IT IS YOUR RESPONSIBILITY TO SPEND THE GRANT FUNDS RECEIVED FROM THE STATE IN ACCORDANCE WITH THE ACT.)**

RECITALS

WHEREAS, the Act establishes the **2020 Clay County - Una Community Center and Park Improvements Fund** for the purpose of providing funds to **Clay County** to pay the costs of the Project; and

WHEREAS, pursuant to the Act, the State Bond Commission, on behalf of the State of Mississippi (hereinafter the "State"), issued general obligation bonds of the State (hereinafter the "Bonds") to fund the Project and certain other projects and programs; and

WHEREAS, **Clay County** shall maintain the Grant Funds in a separate bank account; and

WHEREAS, the Act authorizes the DFA, within its discretion, to utilize funds in the **2020 Clay County - Una Community Center and Park Improvements Fund** for purposes of entering into this Grant to finance all or a portion of the Project; and

WHEREAS, the DFA has requested **Clay County** to maintain on file the documentation listed in "Exhibit A" attached hereto and incorporated herein by reference, to the extent required by the State's bidding laws; and

WHEREAS, **Clay County** agrees to make every effort to expend the Grant Funds within thirty-six (36) months from the date of receipt from the State; and

WHEREAS, **Clay County** agrees that if Grant Funds are remaining at the completion of the Project, said funds shall be returned to the State to be applied to debt service on the Bonds; and

WHEREAS, **Clay County** agrees to provide quarterly reports to the DFA that summarize the expenditure of the Grant Funds and also provide an update on the status of the Project. The quarterly reports must be provided on a form prescribed by the DFA and must include all invoices and bank statements associated with the reported expenditures. The first quarterly report shall be provided within ninety (90) days of the effective date of this Grant, and thereafter within thirty (30) days of each calendar quarter end. **Clay County** shall also provide to the DFA a final report no more than thirty (30) days after final expenditure of the Grant Funds, summarizing the

expenditures and use of the proceeds upon completion of the Project and include all invoices that have not previously been submitted; and

WHEREAS, the DFA finds, consistent with the Act, that it is in the best interest of the DFA and **Clay County** that the Grant Funds on deposit in the **2020 Clay County - Una Community Center and Park Improvements Fund** for **Clay County** should be disbursed to **Clay County** and that **Clay County** shall directly administer the expenditure of such Grant Funds for the Project.

NOW THEREFORE, IT IS MUTUALLY AGREED BY THE DEPARTMENT OF FINANCE AND ADMINISTRATION AND CLAY COUNTY AS FOLLOWS:

Each and all of the facts and findings set forth in the preamble clauses of this memorandum are hereby found and determined to be true and accurate and are incorporated herein by this reference thereto as though set forth again in words and figures.

The DFA, pursuant to the Act, shall disburse the Grant Funds from the **2020 Clay County - Una Community Center and Park Improvements Fund** upon the written request of **Clay County** to pay the costs associated with the Project.

Clay County certifies and agrees to use all Grant Funds received from the **2020 Clay County - Una Community Center and Park Improvements Fund** solely for the costs of the Project as set forth in the Act and upon the terms and provisions of this Grant. Failure on the part of **Clay County** to adhere to this provision of the Grant may result in immediate action by the State to revoke the Grant and seek return of the Grant Funds.

Clay County agrees to spend the Grant Funds within thirty-six (36) months from the date of receipt. Failure on the part of **Clay County** to adhere to this provision of the Grant may result in immediate action by the State to revoke the Grant and seek return of the Grant Funds.

Clay County agrees to properly and competitively execute procurements in accordance with State law. Failure to adhere may cause the DFA to revoke the Grant and seek return of the Grant Funds. Further, **Clay County** agrees to maintain on file the documentation listed in Exhibit A attached hereto and incorporated herein, in accordance with the law and the recitals of this Grant.

Clay County agrees to provide the DFA quarterly notarized reports as set forth hereinabove, in a format prescribed by the DFA. The first quarterly report shall be provided within ninety (90) days of the effective date of this Grant, and thereafter within thirty (30) days of each calendar quarter end. **Clay County** shall also provide the DFA with a final report summarizing the expenditures and use of the Grant Funds proceeds no more than thirty (30) days after final expenditure of the Grant Funds.

Clay County agrees to maintain copies of all invoices, bank statements and similar documentation for each expenditure of all funds received from the **2020 Clay County - Una Community Center and Park Improvements Fund** sufficient to satisfy and confirm, to DFA's satisfaction, that such Grant Funds have been expended solely for the costs of the Project as authorized and provided by the Act

Clay County agrees to administer the Project with respect to construction to be completed in accordance with the state procurement laws.

Clay County agrees that if any Grant Funds are remaining at the completion of the Project, the remaining Grant Funds shall be returned to the State to be applied to debt service.

All notices or information pursuant to this Grant shall be provided as follows:

Clay County
Attn: Shelton L. Deanes, Board President
Post Office Box 815
West Point, Mississippi 39773
Phone: 662-494-3124
Email: aberry@claycounty.ms.gov

Department of Finance and Administration
Attention: Bond Advisory Division
501 North West Street, Suite 1301A
Jackson, Mississippi 39201
Phone: (601) 359-3402
Fax: (601) 359-2405
Email: BondAdvisory@dfa.ms.gov

This GRANT shall be effective from and after the final signature date.

IN WITNESS WHEREOF, the parties have affixed their signatures on the dates indicated below.

MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION

By: _____
Liz Welch, Executive Director Date _____

CLAY COUNTY

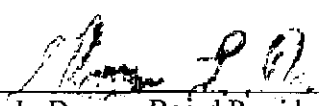
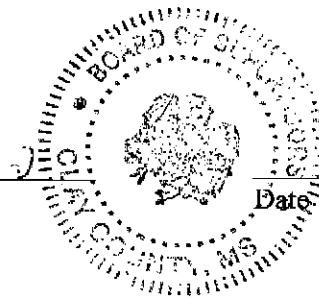
By:   3/8/2021
Shelton L. Deanes, Board President Date _____

EXHIBIT A

Clay County shall maintain on file, the following items in relation to Project:

1. Proof of Advertisement (i.e. copy of the advertisement, MPTAP and/or procurement portal posting, etc.) for any Request for Qualifications (RFQ), Request for Proposals (RFP) or Invitation for Bid (IFB).
2. A copy of the Program of Work for project.
3. A copy of the Construction Documents and Invitation for Bid Documents and any other IFB, RFQ, RFP Documents including resultant Contracts for which funds will be expended.
4. A list of bidders/respondents, including the Bid Tabulation Form/Register of Proposals. For construction awards, include recommendation of the Professional for the award of contract. For items procured by RFQ or RFP, include evaluation committee tally sheets/overall scoring in support of award decision.
5. A copy of Contract award for construction of project.
6. A copy of all contractor pay requests and professional pay requests and approval of payments for said services.
7. All invoices.
8. All bank statements.

49763371.v2



Clay County Board of Supervisors

Post Office Box 815
West Point, Mississippi 39773
Telephone: (662) 494-3313
Facsimile: (662) 492-4059
E-mail: supervisors@claycounty.ms.gov

District 1
Lynn D. Horton
District 2
Luke Lammie
District 3
R.H. Davis
District 4
Shelton Dames, President
District 5
Joe D. Chandler

March 22, 2021

Via email transmission bondadvisory@dfa.ms.gov
and United States Postal Service First Class Mail

Ms. Gilda Reyes, Director
Bond Advisory Board
Mississippi Department of Finance
and Administration
Post Office Box 267
Jackson, MS 39201

Re: Request for Project Funding – Clay County, Mississippi
2020 Clay County Road and Bridge Improvements
Fund in the amount of \$500,000.00

Dear Ms. Reyes:

We are requesting that you transfer to the 2020 Clay County Road and Bridge Improvements Fund the sum of \$500,000.00 of State Funds as authorized by Section 45 House Bill 1730, 2020 Regular Legislative Session, for the 2020 Clay County Road and Bridge Improvements Fund.

Our electronic payment information is as follows:

Bank Name:	BancorpSouth Bank
Account No.	78585015
Routing No.	084201278
MAGIC Vendor No.	3100034203

We appreciate your assistance.

Sincerely yours,

Amy G. Berry, Clerk of the Board of
Supervisors of Clay County,
Mississippi and Chancery Clerk of
Clay County, Mississippi

Amy G Berry

From: Gilda Reyes <Gilda.Reyes@dfa.ms.gov>
Sent: Friday, March 5, 2021 9:01 AM
To: aberry@claycounty.ms.gov
Subject: FGA and Letter for HB1730 - Road
Attachments: Clay County - Road and Bridge Improvements.pdf; Clay County - Road and Bridge Improvements.docx

Please find attached the required forms to be submitted to the Bond Advisory Division. These forms are necessary for the Department of Finance and Administration to finalize the process or the issuance of bonds as authorized in House Bill 1730. These forms are as follows:

- 1) Funding Grant Agreement – Sign and date
- 2) Letter from your organization requesting the transfer of funds. After completing the form, **please date (on the appropriate line), print, sign and submit on your organization's letterhead.**

Please scan and email the two (2) required forms to the Bond Advisory Division at email address bondadvisory@dfa.ms.gov by March 19, 2021.

After the State receives the funds from the bond sale, we will process your transfer to the bank account that is linked with the MAGIC vendor number that we have included on the letter. After the funds are transferred to you, it will be your responsibility to transfer those funds to the **new bank account**. As a reminder, this new bank account is required and only the funds from HB1730 can be included in this bank account.

If you have any questions, please do not hesitate to contact us.

Thank you,
Gilda Reyes

Gilda Reyes

Director, Bond Advisory Division
Mississippi Department of Finance and Administration
Gilda.Reyes@dfa.ms.gov
601-359-5516 Office 601-573-0503 Mobile

P.O. Box 267 Jackson, MS 39205
501 North West Street, Suite 1301
Jackson, MS 39201



Clay County Board of Supervisors

Post Office Box 815
West Point, Mississippi 39773
Telephone: (662) 494-3313
Facsimile: (662) 492-4059
E-mail: supervisors@claycounty.ms.gov

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

March 8, 2021

*Via email transmission bondadvisory@dfa.ms.gov
and United States Postal Service First Class Mail*

Ms. Gilda Reyes, Director
Bond Advisory Board
Mississippi Department of Finance
and Administration
Post Office Box 267
Jackson, MS 39201

Re: *Issuance of Bonds as authorized in House Bill 1730
Clay County, Mississippi Road and Bridge Improvements
in the amount of \$500,000.00*

Dear Ms. Reyes:

In connection with the above referenced matter, please find enclosed the Funding Grant Agreement, which has been executed by Shelton L. Deanes, President of the Board of Supervisors of Clay County, Mississippi.

Please consider this letter as Clay County's request for the transfer of funds. If there is anything further you should require from the Board, please do not hesitate to contact me.

Sincerely yours,

Amy G. Berry, Clerk of the Board of
Supervisors of Clay County,
Mississippi and Chancery Clerk of
Clay County, Mississippi

Enclosure

FUNDING GRANT AGREEMENT

This Funding Grant Agreement (hereinafter the "Grant") is entered into between the Department of Finance and Administration (hereinafter the "DFA") and **Clay County** for the purpose of establishing the agreed upon conditions under which the DFA may disburse funds to assist **Clay County** in paying costs associated with the local project (hereinafter the "Project") specified in **Section 47 of House Bill 1730, 2020 Regular Legislative Session, Laws of 2020** (hereinafter the "Act"). This Grant is entered into pursuant to, and subject to the terms of the Act, which authorizes a Grant not to exceed \$500,000.00 for the Project (the "Grant Funds"). **(PLEASE NOTE THAT IT IS YOUR RESPONSIBILITY TO SPEND THE GRANT FUNDS RECEIVED FROM THE STATE IN ACCORDANCE WITH THE ACT.)**

RECITALS

WHEREAS, the Act establishes the **2020 Clay County - Road and Bridge Improvements Fund** for the purpose of providing funds to **Clay County** to pay the costs of the Project; and

WHEREAS, pursuant to the Act, the State Bond Commission, on behalf of the State of Mississippi (hereinafter the "State"), issued general obligation bonds of the State (hereinafter the "Bonds") to fund the Project and certain other projects and programs; and

WHEREAS, **Clay County** shall maintain the Grant Funds in a separate bank account; and

WHEREAS, the Act authorizes the DFA, within its discretion, to utilize funds in the **2020 Clay County - Road and Bridge Improvements Fund** for purposes of entering into this Grant to finance all or a portion of the Project; and

WHEREAS, the DFA has requested **Clay County** to maintain on file the documentation listed in "Exhibit A" attached hereto and incorporated herein by reference, to the extent required by the State's bidding laws; and

WHEREAS, **Clay County** agrees to make every effort to expend the Grant Funds within thirty-six (36) months from the date of receipt from the State; and

WHEREAS, **Clay County** agrees that if Grant Funds are remaining at the completion of the Project, said funds shall be returned to the State to be applied to debt service on the Bonds; and

WHEREAS, **Clay County** agrees to provide quarterly reports to the DFA that summarize the expenditure of the Grant Funds and also provide an update on the status of the Project. The quarterly reports must be provided on a form prescribed by the DFA and must include all invoices and bank statements associated with the reported expenditures. The first quarterly report shall be provided within ninety (90) days of the effective date of this Grant, and thereafter within thirty (30) days of each calendar quarter end. **Clay County** shall also provide to the DFA a final report no more than thirty (30) days after final expenditure of the Grant Funds, summarizing the

expenditures and use of the proceeds upon completion of the Project and include all invoices that have not previously been submitted; and

WHEREAS, the DFA finds, consistent with the Act, that it is in the best interest of the DFA and **Clay County** that the Grant Funds on deposit in the **2020 Clay County - Road and Bridge Improvements Fund** for **Clay County** should be disbursed to **Clay County** and that **Clay County** shall directly administer the expenditure of such Grant Funds for the Project.

NOW THEREFORE, IT IS MUTUALLY AGREED BY THE DEPARTMENT OF FINANCE AND ADMINISTRATION AND CLAY COUNTY AS FOLLOWS:

Each and all of the facts and findings set forth in the preamble clauses of this memorandum are hereby found and determined to be true and accurate and are incorporated herein by this reference thereto as though set forth again in words and figures.

The DFA, pursuant to the Act, shall disburse the Grant Funds from the **2020 Clay County - Road and Bridge Improvements Fund** upon the written request of **Clay County** to pay the costs associated with the Project.

Clay County certifies and agrees to use all Grant Funds received from the **2020 Clay County - Road and Bridge Improvements Fund** solely for the costs of the Project as set forth in the Act and upon the terms and provisions of this Grant. Failure on the part of **Clay County** to adhere to this provision of the Grant may result in immediate action by the State to revoke the Grant and seek return of the Grant Funds.

Clay County agrees to spend the Grant Funds within thirty-six (36) months from the date of receipt. Failure on the part of **Clay County** to adhere to this provision of the Grant may result in immediate action by the State to revoke the Grant and seek return of the Grant Funds.

Clay County agrees to properly and competitively execute procurements in accordance with State law. Failure to adhere may cause the DFA to revoke the Grant and seek return of the Grant Funds. Further, **Clay County** agrees to maintain on file the documentation listed in Exhibit A attached hereto and incorporated herein, in accordance with the law and the recitals of this Grant.

Clay County agrees to provide the DFA quarterly notarized reports as set forth hereinabove, in a format prescribed by the DFA. The first quarterly report shall be provided within ninety (90) days of the effective date of this Grant, and thereafter within thirty (30) days of each calendar quarter end. **Clay County** shall also provide the DFA with a final report summarizing the expenditures and use of the Grant Funds proceeds no more than thirty (30) days after final expenditure of the Grant Funds.

Clay County agrees to maintain copies of all invoices, bank statements and similar documentation for each expenditure of all funds received from the **2020 Clay County - Road and Bridge Improvements Fund** sufficient to satisfy and confirm, to DFA's satisfaction, that such Grant Funds have been expended solely for the costs of the Project as authorized and provided by the Act

Clay County agrees to administer the Project with respect to construction to be completed in accordance with the state procurement laws.

Clay County agrees that if any Grant Funds are remaining at the completion of the Project, the remaining Grant Funds shall be returned to the State to be applied to debt service.

All notices or information pursuant to this Grant shall be provided as follows:

Clay County
Attn: Shelton L. Deanes, Board President
Post Office Box 815
West Point, Mississippi 39773
Phone: 662-494-3124
Email: aberry@claycounty.ms.gov

Department of Finance and Administration
Attention: Bond Advisory Division
501 North West Street, Suite 1301A
Jackson, Mississippi 39201
Phone: (601) 359-3402
Fax: (601) 359-2405
Email: BondAdvisory@dfa.ms.gov

This GRANT shall be effective from and after the final signature date.

IN WITNESS WHEREOF, the parties have affixed their signatures on the dates indicated below.

MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION

By: _____
Liz Welch, Executive Director Date

CLAY COUNTY

By:  _____
Shelton L. Deanes, Board President Date  3/8/2021

EXHIBIT A

Clay County shall maintain on file, the following items in relation to Project:

1. Proof of Advertisement (i.e. copy of the advertisement, MPTAP and/or procurement portal posting, etc.) for any Request for Qualifications (RFQ), Request for Proposals (RFP) or Invitation for Bid (IFB).
2. A copy of the Program of Work for project.
3. A copy of the Construction Documents and Invitation for Bid Documents and any other IFB, RFQ, RFP Documents including resultant Contracts for which funds will be expended.
4. A list of bidders/respondents, including the Bid Tabulation Form/Register of Proposals. For construction awards, include recommendation of the Professional for the award of contract. For items procured by RFQ or RFP, include evaluation committee tally sheets/overall scoring in support of award decision.
5. A copy of Contract award for construction of project.
6. A copy of all contractor pay requests and professional pay requests and approval of payments for said services.
7. All invoices.
8. All bank statements.

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Clay County MS
Inter-Fund Loans for the Month
Ending February 28, 2021

From Fund	To Fund	Amount	Reason for Inter-Fund
104, Law Library	018, TVA Special Fund	\$154.41	Inter-Fund Loan so fund would not to be overdrawn for month of February 28, 2021
097, E911 Fund	018, TVA Special Fund	\$3,058.76	Inter-Fund loan to keep fund from being overdrawn for month of February28, 2021

Clay County MS
Transfers for the Month
Ending February 28, 2021

From Fund	To Fund	Amount	Reason for Inter-Fund
687, Insurance Clearing Fund	001, General County Fund	\$7.65	Interest Earned for the month of February 2021
681, Payroll Clearing Fund	001, General County Fund	\$4.66	Interest Earned for the month of February 2021
001, General County Fund	010, Court Complex Fund	\$588.91	Transfer per Board in order for fund not to be overdrawn for month end February 28, 2021
001, General County Fund	E911 Fund	\$200,000.00	Transfer as budgeted to supplement E911 Fund FYE 09/30/2021