

**Minutes of
Clay County Board of Supervisors
Meeting Held Monday, April 29, 2019 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 Monday, April 29, 2019.

PRESENT:

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

Angela Turner Ford, Board Attorney
Amy G. Berry, Chancery Clerk
Paige Lamkin, Clay County Tax Assessor / Collector
Robert Calvert, Calvert Spradling Engineers
Diane Jack, County Resident
Torrey Williams, Emergency Management

Member of News Media
County Residents

The following proceedings were had:

CALL TO ORDER/INVOCATION

The meeting was called to order by Sheriff Scott. The welcome was given by Supervisor Davis with invocation given by Supervisor Deanes.

ADOPT AGENDA

Motion by Supervisor Deanes to adopt the agenda as prepared.

– Second by Supervisor Chandler

(See Exhibit "A" - Agenda)

AMEND AGENDA

Motion by Supervisor Chandler to call for amendments of the agenda.

– Second by Supervisor Deanes.

AMENDMENTS TO AGENDA ANNOUNCED

Diane Jack to present information about a senior community services program.

Torrey Williams to present emergency declaration proclamation(s).

DIANE JACK RECOGNIZED

Diane Jack presented general information about a Senior Community Service Employment Program. No action taken.

ROBERT CALVERT PRESENTED UTILITY PERMIT

Motion by Supervisor Deanes to approve and authorize utility permits for the Cane Creek Bridge Project.

– Second by Supervisor Horton.

(Exhibit "B")

Motion by Supervisor Deanes to authorize and approve the Engineering Agreement for the two ERBR Projects.

– Second by Supervisor Horton.

(Exhibit "C")

CHURCH EXEMPTION

Motion by Supervisor Lummus to deny request of Town Creek Church for exemption from ad valorem taxes for property owned by the church. Said property was not used as a life center, place of worship or parsonage.

MEMORANDUM OF UNDERSTANDING

Motion by Supervisor Lummus to authorize and approve the Memorandum of Understanding between the Clay County Detention Center and Community Counseling Services.

– Second by Supervisor Deanes.

(Exhibit “D” - Memorandum of Understanding)

INVENTORY DELETIONS

Motion by Supervisor Horton to authorize and approve inventory deletions by Chancery Clerk.

– Second by Supervisor Deanes.

(Exhibit “E” - Inventory Deletions)

HOMESTEAD EXEMPTION

Motion by Supervisor Deanes to authorize and approve Homestead Exemption Disallowances as received from the MS Department of Revenue for year 2018.

– Second by Supervisor Lummus.

(Exhibit “F”)

HOMESTEAD EXEMPTION OBJECTION

Motion by Supervisor Deanes to authorize and approve one objection as received for MS Homestead Exemption Disallowances as received from the MS Department of Revenue for year 2018.

– Second by Supervisor Lummus.

(Exhibit “G”)

CONSTABLES NET MONTHLY INCOME

Motion by Supervisor Horton to authorize and approve Constables Net Monthly Gross Fee Income.

– Second by Supervisor Chandler.

(Exhibit “H”)

CLEAN OUT OF DITCHES

Motion by Supervisor Lummus to authorize and approve agreement with TRWVMD for clean out of ditches located along Yokohama Tire off - site Rail.

– Second by Supervisor Horton.

(Exhibit “I” - Agreement)

CIRCUIT DRUG TESTING

Motion by Supervisor Lummus to authorize and approve the National Test Systems for the 16th Circuit Court Drug Court to purchase supplies for testing.

– Second by Supervisor Horton.

(Exhibit “J”)

ELECTION COMMISSIONERS

Motion by Supervisor Horton to spread State of Mississippi Certificates of Training across the minutes.

– Second by Supervisor Chandler.

(Exhibit “K” Certificates of Training)

AT&T POLE ACCESS AGREEMENT

Motion by Supervisor Lummus to authorize and approve the Commercial License Agreement for Pole Access with AT&T for the running of fiber at the Court Complex.

– Second by Supervisor Horton.

(Exhibit “L” Pole Access Agreement)

TORREY WILLIAMS

Motion by Supervisor Lummus to renew local Declaration of Emergency Proclamation to Governor.

– Second by Supervisor Deanes.

(Exhibit “M”- Declaration of Emergency Proclamation)

Motion by Supervisor Deanes to authorize and approve Proclamation of Existing Local Emergency.

– Second by Supervisor Chandler.

(Exhibit “N”)

SUBSTITUTION OF COUNTY EMPLOYEE

Motion by Supervisor Lummus to allow Mike Weaver to perform the duties previously performed by Danny Banks.

– Second by Supervisor Horton.

AUTHORIZATION TO PERFORM WORK ADJACENT TO COUNTY RIGHT OF WAY

Motion by Supervisor Davis to authorize the repair of a damaged culvert at Gates Road, with said culvert being located approximately twenty feet beyond the County’s right-of-way.


ADJOURN

Motion by Supervisor Lummus to adjourn until Monday, May 6, 2019, at 9:00 a.m.

– Second by Supervisor Horton.

DATED this the 27th day of April, 2019.




R.B. DAVIS, PRESIDENT
CLAY COUNTY BOARD OF
SUPERVISORS

ATTEST:

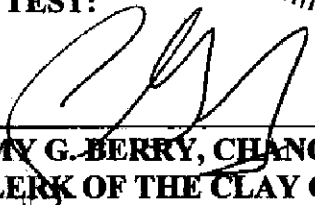

AMY G. BERRY, CHANCERY CLERK
CLERK OF THE CLAY COUNTY
BOARD OF SUPERVISORS

EXHIBIT A

**Clay County Board of Supervisors
Agenda for Regular Meeting
Monday, April 29, 2019 at 9:00 a.m.**

- Call to Order
- Welcome and Prayer
- Adopt and Amend Agenda
- X Robert Calvert
 - Utility Permits for the Cane Creek Bridge Project
 - Authorize and Approve the Engineering Agreements for the two ERBR Projects
- X Paige Lamkin
 - Church Exemption
- X Eddie Scott
 - Authorize and Approve the Memorandum of Understanding between the Clay County Detention Center and Community Counseling Services
- X Amy Berry
 - Authorize and approve inventory deletions
 - Authorize and approve the Constables Net Monthly gross fee income
- X Authorize and approve to execute the agreements with TRWVMD on the Cleanout of the ditches located along Yokohama Tire off – Site Rail
- Authorize and approve the with National Test Systems for the 16th Circuit Court Drug Court to purchase Drug Supplies for testing
- Authorize to spread on the minutes the Certificates of Training as received on all five (5) Election Commissioners
- Authorize and approve the Commercial License Agreement for Pole Access with AT & T for the running of the fiber at Court Complex
- X Authorize and approve the Homestead Exemption Disallowances as received from the MS Department of Revenue for year 2018
- X Authorize and approve one objection as received on the MS Homestead Exemption Disallowance for year 2018
- Adjourn until Monday, May 6, 2019, at 9:00 a.m.

Amendments:

Diane Jack - Sr. Community Center
Tolley Williams - State of ER 418
Renewal for Hwy Storms

EXHIBIT B

PERMIT APPLICATION FOR USE AND OCCUPANCY AGREEMENT
FOR THE CONSTRUCTION OR ADJUSTMENT OF A UTILITY
WITHIN COUNTY ROAD RIGHT-OF-WAY

PROJECT NO. STP/BR-0013(53)B COUNTY Clay

UTILITY NAME At&T

BY _____
(Name & Company Title)

ADDRESS Tupelo, MS, herein called APPLICANT,

proposes to construct Telephone Cable
(Type of Facility)

along or across Caradine-County Line Road Road, said facility to be
(Name of Road)

installed between Station No. 378+50 and Station No. 365+30 and within the road

right-of-way, and hereby makes application to the County for the construction permit. Attached hereto are drawings or plans for the construction, which will not be changed or altered without approval of the Board of Supervisors, or its authorized representative.

WHEREAS, the Legislature of Mississippi has heretofore granted to the Applicant the right to locate its facilities upon, across, under, over and along public roads and streets within the State of Mississippi; Applicant agrees to comply with applicable provisions of S.O.P. No. SA II-2-8, Policy for the Accommodation of Utility Facilities within the Rights-of-Way of County Federal Aid and State Aid Roads (hereinafter referred to as the "Policy"), promulgated by the State Aid Engineer and dated July 1, 2005, and which is hereby made a part of this Application Agreement, and agrees to perform the construction according to the applicable industry code and according to the plans and specifications for the project.

The Applicant shall be responsible for future maintenance and repair of the facilities. The Applicant shall make future adjustments in, or relocate, the facilities located within the road right-of-way when required for road widening, construction or maintenance, and its right to reimbursement of its costs shall be in accordance with State Laws affecting County roads in effect at the time such adjustment or relocation is made. Further, any maintenance, repair, or construction shall be done in such a manner as to occasion no unreasonable interference with the normal flow and safety of traffic.

A general description of the size, type, nature, and extent of the Utility work to be done is as follows:

To relocate, where required, telephone cable along the R.O.W. of the Clay County Road.

The Applicant understands and agrees that, except as herein granted, no right, title, claim, or easement to said road right-of-way is granted by the issuance of this permit and that if this Utility Facility is not placed within the allowable horizontal and vertical limits as listed in the general provisions of the Policy, it will be adjusted to comply with same without cost to the County, unless the variance from the Policy has been approved by the granting of the Permit pursuant to this Application.

Clay

County agrees to the following stipulations:

- (1) To cooperate with the Utility Company in every way to avoid conflicts in the location, construction, and maintenance of the County road and Utility Facility.
- (2) To pursue any and all legal means to see that Policy Standards, except to the extent of any variance shown on the plans filed herewith and approved, are complied with in the facility installation.
- (3) If the County/LSBP Engineer or other authorized representative of the Board of Supervisors approved the drawings, sketches, and plans submitted by the Applicant, he shall so indicate by signing and dating the Permit Approval at the end of this Application, and the Applicant may proceed with the installation; if the drawings, sketches, and plans are not approved, he shall promptly notify the Applicant, and advise him of the reason or reasons. He will also act as the duly appointed representative of the Board of Supervisors and will give his approval to the completed work as being in compliance with the location and standards shown in the Policy and in this Agreement for the installation.
- (4) That all joint road construction and utility adjustment or relocation operations will comply with the requirements of Section S-105.06 and Section S-107.18, Mississippi Standard Specifications for State Aid Road and Bridge Construction, 2004 edition (or current edition).
- (5) Should any terms or provision of this Agreement conflict with the Laws of the State of Mississippi, or the United States, or impair or deny to the Applicant or the County any right protected thereby, it shall be deemed amended to conform to said Laws.

WITNESS THE SIGNATURE OF THE APPLICANT this the 16 day of April, 2019.

-By: Rennie Pitts

-Title: OSP Engineering Design

AGREED TO AND APPROVED BY ORDER OF THE Clay
COUNTY BOARD OF SUPERVISORS this the 29th day of April,
2019

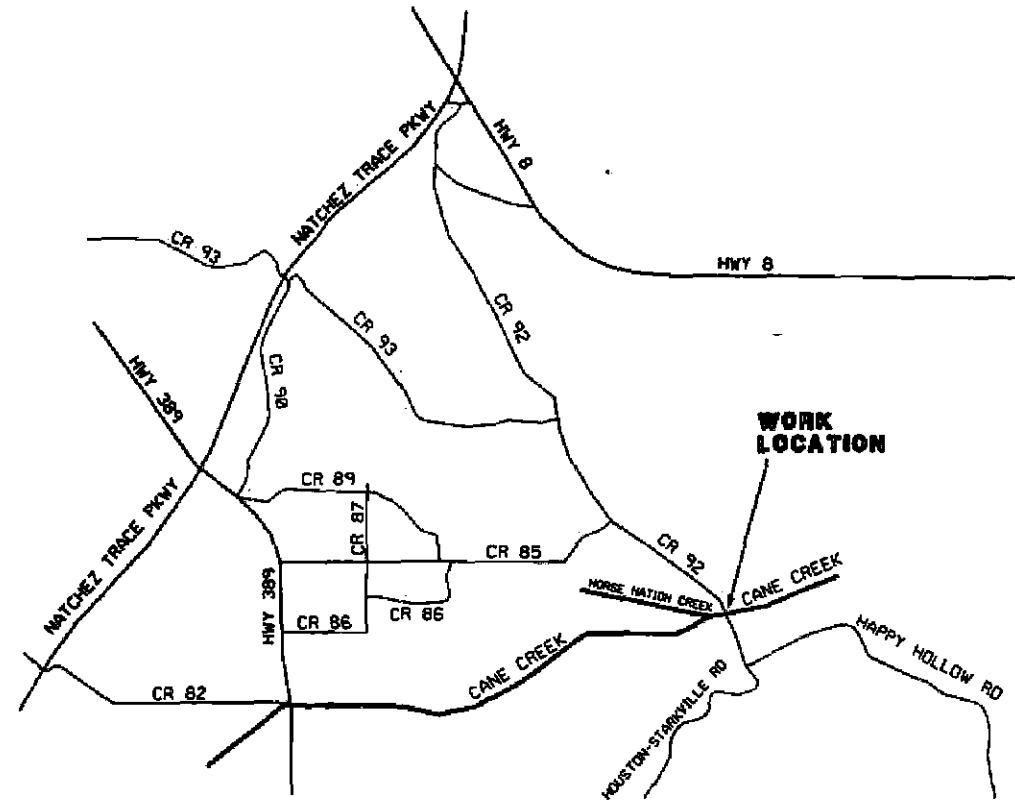
By: Robert L. Abbott
County/LSBP Engineer

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HOUSTON VICINITY MAP



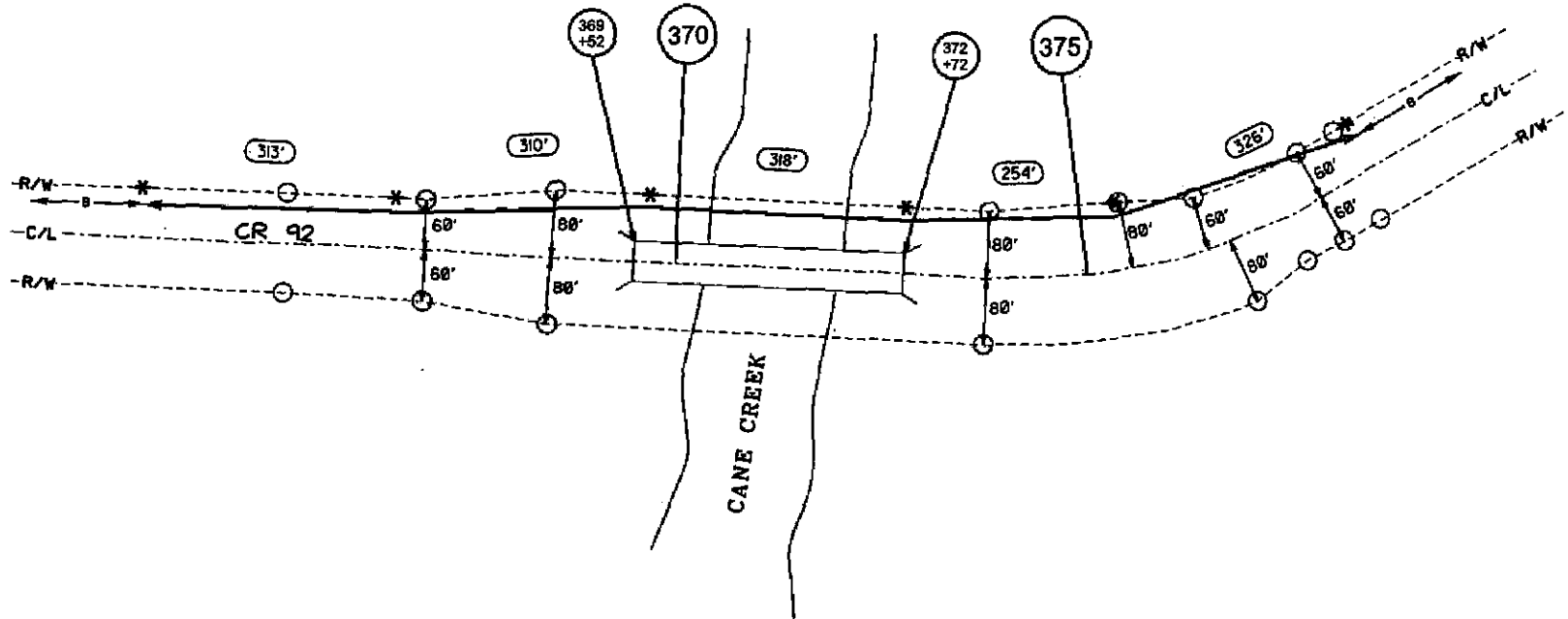
SYMBOL LEGEND			
Proposed	Existing	Removing	Description
			AERIAL CABLE
			BURIED CABLE
			AERIAL FIBER
			BURIED FIBER
			BORE
			AERIAL SVC WIRE
			AT&T POLE
			POWER POLE
			STEEL POLE
			LASHING
			ANCHOR & GUY
			FOREIGN ANC & GUY
			PEDESTAL
			GROUND
			HANDHOLE
			CONDUIT
			CULVERT
			BRIDGE
			TREE



CLAY COUNTY PROJECT NO. STP/BR-0013(53)B

ATTSE	
PROPOSED TELEPHONE FACILITIES ON RIGHT OF WAY OF CLAY COUNTY	
CANE CREEK BRIDGE	
Exchange:	HOUSTON
Designer:	Pitts, Ronald
Phone:	662-841-1886
Authorization:	97T0142IN
Drawn:	1 of 2

659



ATTSE	
PROPOSED TELEPHONE FACILITIES ON RIGHT OF WAY OF CLAY COUNTY	
CANE CREEK BRIDGE	
Exchanges:	HOUSTON
Designer:	Pitts, Ronald
Phone:	662-841-186
Authorizations:	97T0142W
Dep.	2 of 2

PERMIT APPLICATION FOR USE AND OCCUPANCY AGREEMENT
FOR THE CONSTRUCTION OR ADJUSTMENT OF A UTILITY
WITHIN COUNTY ROAD RIGHT-OF-WAY

PROJECT NO. STP/BR-0013(53)B COUNTY CLAY

UTILITY NAME 4-County Electric Power Association

BY Jaron Andrews Station Technician I
(Name & Company Title)

ADDRESS Columbus, MS, herein called APPLICANT,

proposes to construct Electrical Line
(Type of Facility)

along or across Caradine-County Line Road Road, said facility to be
(Name of Road)

installed between Station No. 365+30 and Station No. 378+50 and within the road

right-of-way, and hereby makes application to the County for the construction permit. Attached hereto are drawings or plans for the construction, which will not be changed or altered without approval of the Board of Supervisors, or its authorized representative.

WHEREAS, the Legislature of Mississippi has heretofore granted to the Applicant the right to locate its facilities upon, across, under, over and along public roads and streets within the State of Mississippi; Applicant agrees to comply with applicable provisions of S.O.P. No. SA II-2-8, Policy for the Accommodation of Utility Facilities within the Rights-of-Way of County Federal Aid and State Aid Roads (hereinafter referred to as the "Policy"), promulgated by the State Aid Engineer and dated July 1, 2005, and which is hereby made a part of this Application Agreement, and agrees to perform the construction according to the applicable industry code and according to the plans and specifications for the project.

The Applicant shall be responsible for future maintenance and repair of the facilities. The Applicant shall make future adjustments in, or relocate, the facilities located within the road right-of-way when required for road widening, construction or maintenance, and its right to reimbursement of its costs shall be in accordance with State Laws affecting County roads in effect at the time such adjustment or relocation is made. Further, any maintenance, repair, or construction shall be done in such a manner as to occasion no unreasonable interference with the normal flow and safety of traffic.

A general description of the size, type, nature, and extent of the Utility work to be done is as follows:
To relocate, where required, electrical lines along the R.O.W. of the Clay County Road.

The Applicant understands and agrees that, except as herein granted, no right, title, claim, or easement to said road right-of-way is granted by the issuance of this permit and that if this Utility Facility is not placed within the allowable horizontal and vertical limits as listed in the general provisions of the Policy, it will be adjusted to comply with same without cost to the County, unless the variance from the Policy has been approved by the granting of the Permit pursuant to this Application.

Clay

County agrees to the following stipulations:

- (1) To cooperate with the Utility Company in every way to avoid conflicts in the location, construction, and maintenance of the County road and Utility Facility.
- (2) To pursue any and all legal means to see that Policy Standards, except to the extent of any variance shown on the plans filed herewith and approved, are complied with in the facility installation.
- (3) If the County/LSBP Engineer or other authorized representative of the Board of Supervisors approved the drawings, sketches, and plans submitted by the Applicant, he shall so indicate by signing and dating the Permit Approval at the end of this Application, and the Applicant may proceed with the installation; if the drawings, sketches, and plans are not approved, he shall promptly notify the Applicant, and advise him of the reason or reasons. He will also act as the duly appointed representative of the Board of Supervisors and will give his approval to the completed work as being in compliance with the location and standards shown in the Policy and in this Agreement for the installation.
- (4) That all joint road construction and utility adjustment or relocation operations will comply with the requirements of Section S-105.06 and Section S-107.18, Mississippi Standard Specifications for State Aid Road and Bridge Construction, 2004 edition (or current edition).
- (5) Should any terms or provision of this Agreement conflict with the Laws of the State of Mississippi, or the United States, or impair or deny to the Applicant or the County any right protected thereby, it shall be deemed amended to conform to said Laws.

WITNESS THE SIGNATURE OF THE APPLICANT this the 1st day of April, 2019.

By: Randy Ford

Title: System Planning Engineer

AGREED TO AND APPROVED BY ORDER OF THE Clay
COUNTY BOARD OF SUPERVISORS this the 29th day of April
2019.

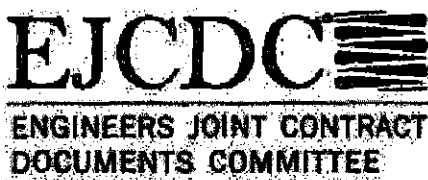
By: Robert L. Calvert
County/LSBP Engineer

EXHIBIT C

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

Prepared by



Issued and Published Jointly by



EJCDC® E-520, Short Form of Agreement Between Owner and Engineer for Professional Services.
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SPECIAL NOTE ON USE OF THIS FORM

This abbreviated Agreement form ("Short Form") is intended for use only for professional services of limited scope and complexity. It does not address the full range of issues of potential importance to the parties. Depending on the scope and complexity of the services and the project, the Owner and Engineer may be better served by using the Agreement Between Owner and Engineer for Professional Services (EJCDC® E-500, 2014 Edition), or one of the several special-purpose EJCDC professional services agreement forms.

If the Owner intends to enter into a construction contract for implementation of a design prepared under the Short Form, or otherwise associated with professional services provided under the Short Form, Owner may wish to consider using EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition, and other 2013 EJCDC Construction Series documents. The terms and provisions used in EJCDC® C-700 and the other EJCDC Construction Series documents are consistent with those used in the Short Form.

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(703) 684-2882
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American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

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**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of April 29, 2019 ("Effective Date") between Clay County Board of Supervisors ("Owner") and Calvert-Spradling Engineers, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: Emergency Road and Bridge Repair Project No. ERBR-STP/BR-0013(53)B Known as Caradine County Line Road Bridge Over Cane Creek CSE #217157 ("Project").

Engineer's services under this Agreement are generally identified as follows: Preliminary Engineering (PE) and Construction Engineering and Inspection (CE&I) ("Services"). It is noted that testing is part of Construction Engineering and Inspection (CE&I) and that Environmental, Utility Relocation, and Right of Way Cost are not a part of Engineering Services.

Owner and Engineer further agree as follows:

1.01 Basic Agreement and Period of Service

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").
- B. If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

2.01 Payment Procedures

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall

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promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 Basis of Payment—Percentage of Successful Construction Bid

A. Owner shall pay Engineer for Services as follows:

1) *General: The Preliminary Engineering Services shall be paid from Clay County's non-ERBRFP funds. The maximum amount of total Preliminary cost to be paid from non-ERBRFP funds shall be five percent (5%) of the amount of the successful construction bid. The Construction Engineering and Inspection and Testing cost shall be paid from ERBRFP grant funds. The maximum amount of CE&I costs to be paid from the ERBRFP for CE&I costs shall be ten percent (10%) of the amount of the successful construction bid. The total amount allowed for PE and/or CE&I costs shall be the actual cost of these services or the maximum amounts outlined above, whichever is less.*

2) *In addition to the Percentage of Construction Cost amount, reimbursement for the following expenses: None*

B. The portion of the amounts billed for Engineer's services that is on account of the Percentage of Successful Construction Bid will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.

Preliminary Engineering (PE)	5% of Successful Construction Bid
Construction Engineering (CE&I)	10% of Successful Construction Bid
Total	15% of Successful Construction Bid

C. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner.

2.03 Additional Services: For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

3.01 Termination

A. The obligation to continue performance under this Agreement may be terminated:

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1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.
 - c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
 - d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.
- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:

1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others or extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 2. Any such use or reuse, or any modification of the documents, without written verification completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Definitions*

- A. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 Attachments: Appendix 1, Engineer's Standard Hourly Rates

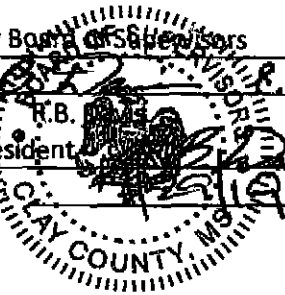
8.02 **Additional Guidelines**

- A. **Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees).**
- B. **Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and subgrants for construction or repair).**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner:

Clay County Board of Supervisors
By: R. B. DAVIS
Print name: R.B. DAVIS
Title: President
Date Signed: 4-29-2019



Engineer:

Calvert-Spradling Engineers, Inc.
By: Robert L. Calvert
Print name: Robert L. Calvert, PE/PLS
Title: President
Date Signed: 4-29-2019

Engineer License or Firm's Certificate No. (if required):

Robert L. Calvert, P.E.

PE License # 4499

PLS License # 1883

State of: Mississippi

Address for Owner's receipt of notices:

P. O. Box 815
West Point, MS 39773

Address for Engineer's receipt of notices:

P. O. Box 1078
West Point, MS 39773

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This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated April 29, 2019

Engineer's Standard Hourly Rates

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Additional Services Paragraph 2.03, and are subject to annual review and adjustment.

B. Schedule of Hourly Rates:

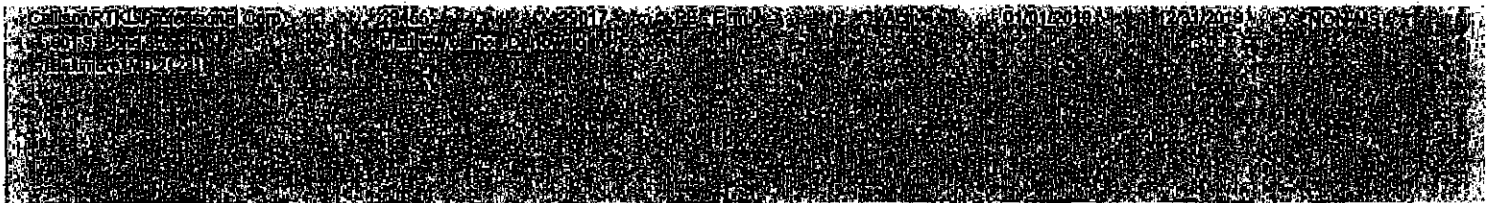
SURVEY		
	Four-man Party	\$ 200.00
	Three-man Party	150.00
	Two-man Party	125.00
CONSTRUCTION INSPECTION		
	Resident Inspector (III)	75.00
	Resident Inspector (I)	50.00
ENGINEERING AND GENERAL SUPERVISION		
	Principal/Officer of Firm	190.00
	Project Engineer	130.00
	Design Engineer	125.00
	Engineer	110.00
	Design Assistant or CADD Operation (II).....	70.00
	Design Assistant or CADD Operation (I).....	60.00
	Field Technician (III)	75.00
	Field Technician (II)	55.00
	Field Technician (I)	50.00
	Party Chief (II).....	80.00
	Party Chief (I).....	75.00
	Survey Crew Member	35.00
	Secretary	55.00
	Computer Charge	50.00



**MISSISSIPPI BOARD OF LICENSURE
FOR PROFESSIONAL ENGINEERS & SURVEYORS**
660 North Street • Suite 400
JACKSON, MISSISSIPPI 39202
(601) 359-6160

Certificate of Authorization for Engineer Firms

<u>Licensee Name</u>	<u>Designated Licensee</u>	<u>COA #</u>	<u>License Type</u>	<u>Status</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>County</u>
Caldwell Tanks, Inc P O Box 36770 Louisville, KY 40232 5029643361 WORK	Donald Louis Stilger	234	PE - Firm	Active	01/01/2019	12/31/2019	NON-MS



Calvert-Spradling Engineers, Inc P O Drawer 1078 West Point, MS 39773 6624947101 WORK	Robert Lamar Calvert	634	PE - Firm	Active	01/01/2019	12/31/2019	CLAY
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This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

Prepared by



Issued and Published Jointly by



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SPECIAL NOTE ON USE OF THIS FORM

This abbreviated Agreement form ("Short Form") is intended for use only for professional services of limited scope and complexity. It does not address the full range of issues of potential importance to the parties. Depending on the scope and complexity of the services and the project, the Owner and Engineer may be better served by using the Agreement Between Owner and Engineer for Professional Services (EJCDC® E-500, 2014 Edition), or one of the several special-purpose EJCDC professional services agreement forms.

If the Owner intends to enter into a construction contract for implementation of a design prepared under the Short Form, or otherwise associated with professional services provided under the Short Form, Owner may wish to consider using EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition, and other 2013 EJCDC Construction Series documents. The terms and provisions used in EJCDC® C-700 and the other EJCDC Construction Series documents are consistent with those used in the Short Form.

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1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

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**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of April 29, 2019 ("Effective Date") between Clay County Board of Supervisors ("Owner") and Calvert-Spradling Engineers, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: Emergency Road and Bridge Repair Project No. ERBR-13(01) Known as Mhoon Valley Road Bridge Over Long Branch CSE #216008 ("Project").

Engineer's services under this Agreement are generally identified as follows: Preliminary Engineering (PE) and Construction Engineering and Inspection (CE&I) ("Services"). It is noted that testing is part of Construction Engineering and Inspection (CE&I) and that Environmental, Utility Relocation, and Right of Way Cost are not a part of Engineering Services.

Owner and Engineer further agree as follows:

1.01 Basic Agreement and Period of Service

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").
- B. If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

2.01 Payment Procedures

- A. **Invoices:** Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. **Payment:** As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall

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promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 Basis of Payment—Percentage of Successful Construction Bid

A. Owner shall pay Engineer for Services as follows:

- 1) *General: The maximum engineering cost allowed to be paid from ERBRF grant monies shall be calculated based on a percentage of the successful construction bid amount. For Preliminary Engineering (PE) and Construction Engineering and Inspection (CE&I), the maximum amount of the total engineering costs to be paid from ERBRF shall be fifteen percent (15%) of the amount of the successful construction bid. The total amount allowed for PE and/or CE&I costs shall be the actual cost of these services or the maximum amounts outlined above, whichever is less.*
- 2) *In addition to the Percentage of Construction Cost amount, reimbursement for the following expenses: None*

B. The portion of the amounts billed for Engineer's services that is on account of the Percentage of the Successful Construction Bid will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.

Preliminary Engineering (PE)	5% of Successful Construction Bid
Construction Engineering (CE&I)	10% of Successful Construction Bid
Total	15% of Successful Construction Bid

C. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner.

2.03 Additional Services: For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

3.01 Termination

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

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- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
- b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.
- c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
- d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or

entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on

extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;

2. Any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

**Minutes of
Clay County Board of Supervisors
Meeting Held Monday, April 29, 2019 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 Monday, April 29, 2019.

PRESENT:

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

Angela Turner Ford, Board Attorney
Amy G. Berry, Chancery Clerk
Paige Lamkin, Clay County Tax Assessor / Collector
Robert Calvert, Calvert Spradling Engineers
Diane Jack, County Resident
Torrey Williams, Emergency Management

Member of News Media
County Residents

The following proceedings were had:

CALL TO ORDER/INVOCATION

The meeting was called to order by Sheriff Scott. The welcome was given by Supervisor Davis with invocation given by Supervisor Deanes.

ADOPT AGENDA

Motion by Supervisor Deanes to adopt the agenda as prepared.

– Second by Supervisor Chandler

(See Exhibit "A" - Agenda)

AMEND AGENDA

Motion by Supervisor Chandler to call for amendments of the agenda.

– Second by Supervisor Deanes.

AMENDMENTS TO AGENDA ANNOUNCED

Diane Jack to present information about a senior community services program.

Torrey Williams to present emergency declaration proclamation(s).

DIANE JACK RECOGNIZED

Diane Jack presented general information about a Senior Community Service Employment Program. No action taken.

ROBERT CALVERT PRESENTED UTILITY PERMIT

Motion by Supervisor Deanes to approve and authorize utility permits for the Cane Creek Bridge Project.

– Second by Supervisor Horton.

(Exhibit "B")

Motion by Supervisor Deanes to authorize and approve the Engineering Agreement for the two ERBR Projects.

– Second by Supervisor Horton.

(Exhibit "C")

CHURCH EXEMPTION

Motion by Supervisor Lummus to deny request of Town Creek Church for exemption from ad valorem taxes for property owned by the church. Said property was not used as a life center, place of worship or parsonage.

MEMORANDUM OF UNDERSTANDING

Motion by Supervisor Lummus to authorize and approve the Memorandum of Understanding between the Clay County Detention Center and Community Counseling Services.

– Second by Supervisor Deanes.

(Exhibit “D” - Memorandum of Understanding)

INVENTORY DELETIONS

Motion by Supervisor Horton to authorize and approve inventory deletions by Chancery Clerk.

– Second by Supervisor Deanes.

(Exhibit “E” - Inventory Deletions)

HOMESTEAD EXEMPTION

Motion by Supervisor Deanes to authorize and approve Homestead Exemption Disallowances as received from the MS Department of Revenue for year 2018.

– Second by Supervisor Lummus.

(Exhibit “F”)

HOMESTEAD EXEMPTION OBJECTION

Motion by Supervisor Deanes to authorize and approve one objection as received for MS Homestead Exemption Disallowances as received from the MS Department of Revenue for year 2018.

– Second by Supervisor Lummus.

(Exhibit “G”)

CONSTABLES NET MONTHLY INCOME

Motion by Supervisor Horton to authorize and approve Constables Net Monthly Gross Fee Income.

– Second by Supervisor Chandler.

(Exhibit “H”)

CLEAN OUT OF DITCHES

Motion by Supervisor Lummus to authorize and approve agreement with TRWVMD for clean out of ditches located along Yokohama Tire off - site Rail.

– Second by Supervisor Horton.

(Exhibit “I” - Agreement)

CIRCUIT DRUG TESTING

Motion by Supervisor Lummus to authorize and approve the National Test Systems for the 16th Circuit Court Drug Court to purchase supplies for testing.

– Second by Supervisor Horton.

(Exhibit “J”)

ELECTION COMMISSIONERS

Motion by Supervisor Horton to spread State of Mississippi Certificates of Training across the minutes.

– Second by Supervisor Chandler.

(Exhibit “K” Certificates of Training)

AT&T POLE ACCESS AGREEMENT

Motion by Supervisor Lummus to authorize and approve the Commercial License Agreement for Pole Access with AT&T for the running of fiber at the Court Complex.

– Second by Supervisor Horton.

(Exhibit “L” Pole Access Agreement)

TORREY WILLIAMS

Motion by Supervisor Lummus to renew local Declaration of Emergency Proclamation to Governor.

– Second by Supervisor Deanes.

(Exhibit “M” - Declaration of Emergency Proclamation)

Motion by Supervisor Deanes to authorize and approve Proclamation of Existing Local Emergency.

– Second by Supervisor Chandler.

(Exhibit “N”)

SUBSTITUTION OF COUNTY EMPLOYEE

Motion by Supervisor Lummus to allow Mike Weaver to perform the duties previously performed by Danny Banks.

– Second by Supervisor Horton.

AUTHORIZATION TO PERFORM WORK ADJACENT TO COUNTY RIGHT OF WAY

Motion by Supervisor Davis to authorize the repair of a damaged culvert at Gates Road, with said culvert being located approximately twenty feet beyond the County’s right-of-way.

ADJOURN

Motion by Supervisor Lummus to adjourn until Monday, May 6, 2019, at 9:00 a.m.

– Second by Supervisor Horton.

DATED this the 27th day of April, 2019.



R.B. Davis
**R.B. DAVIS, PRESIDENT
CLAY COUNTY BOARD OF
SUPERVISORS**

ATTEST:

Amy G. Berry
**AMY G. BERRY, CHANCERY CLERK
CLERK OF THE CLAY COUNTY
BOARD OF SUPERVISORS**

EXHIBIT A

**Clay County Board of Supervisors
Agenda for Regular Meeting
Monday, April 29, 2019 at 9:00 a.m.**

- Call to Order
- Welcome and Prayer
- Adopt and Amend Agenda
- X Robert Calvert
 - Utility Permits for the Cane Creek Bridge Project
 - Authorize and Approve the Engineering Agreements for the two ERBR Projects
- X Paige Lamkin
 - Church Exemption
- X Eddie Scott
 - Authorize and Approve the Memorandum of Understanding between the Clay County Detention Center and Community Counseling Services
- A Amy Berry
 - Authorize and approve inventory deletions
 - Authorize and approve the Constables Net Monthly gross fee income
- ✓ Authorize and approve to execute the agreements with TRWVMD on the Cleanout of the ditches located along Yokohama Tire off – Site Rail
- Authorize and approve the with National Test Systems for the 16th Circuit Court Drug Court to purchase Drug Supplies for testing
- Authorize to spread on the minutes the Certificates of Training as received on all five (5) Election Commissioners
- Authorize and approve the Commercial License Agreement for Pole Access with AT & T for the running of the fiber at Court Complex
- ✓ Authorize and approve the Homestead Exemption Disallowances as received from the MS Department of Revenue for year 2018
- ✓ Authorize and approve one objection as received on the MS Homestead Exemption Disallowance for year 2018
- Adjourn until Monday, May 6, 2019, at 9:00 a.m.

Amendments:

Diane Jack - Sr. Community Services
Tolley Williams - State of ER 4/18
Renewal for eBay Stores

EXHIBIT B

PERMIT APPLICATION FOR USE AND OCCUPANCY AGREEMENT
FOR THE CONSTRUCTION OR ADJUSTMENT OF A UTILITY
WITHIN COUNTY ROAD RIGHT-OF-WAY

PROJECT NO. STP/BR-0013(53)B COUNTY Clay

UTILITY NAME At&T

BY _____
(Name & Company Title)

ADDRESS Tupelo, MS, herein called APPLICANT,

proposes to construct Telephone Cable
(Type of Facility)

along or across Caradine-County Line Road Road, said facility to be
(Name of Road)

installed between Station No. 378+50 and Station No. 365+30 and within the road

right-of-way, and hereby makes application to the County for the construction permit. Attached hereto are drawings or plans for the construction, which will not be changed or altered without approval of the Board of Supervisors, or its authorized representative.

WHEREAS, the Legislature of Mississippi has heretofore granted to the Applicant the right to locate its facilities upon, across, under, over and along public roads and streets within the State of Mississippi; Applicant agrees to comply with applicable provisions of S.O.P. No. SA II-2-8, Policy for the Accommodation of Utility Facilities within the Rights-of-Way of County Federal Aid and State Aid Roads (hereinafter referred to as the "Policy"), promulgated by the State Aid Engineer and dated July 1, 2005, and which is hereby made a part of this Application Agreement, and agrees to perform the construction according to the applicable industry code and according to the plans and specifications for the project.

The Applicant shall be responsible for future maintenance and repair of the facilities. The Applicant shall make future adjustments in, or relocate, the facilities located within the road right-of-way when required for road widening, construction or maintenance, and its right to reimbursement of its costs shall be in accordance with State Laws affecting County roads in effect at the time such adjustment or relocation is made. Further, any maintenance, repair, or construction shall be done in such a manner as to occasion no unreasonable interference with the normal flow and safety of traffic.

A general description of the size, type, nature, and extent of the Utility work to be done is as follows:

To relocate, where required, telephone cable along the R.O.W. of the Clay County Road.

The Applicant understands and agrees that, except as herein granted, no right, title, claim, or easement to said road right-of-way is granted by the issuance of this permit and that if this Utility Facility is not placed within the allowable horizontal and vertical limits as listed in the general provisions of the Policy, it will be adjusted to comply with same without cost to the County, unless the variance from the Policy has been approved by the granting of the Permit pursuant to this Application.

Clay

County agrees to the following stipulations:

- (1) To cooperate with the Utility Company in every way to avoid conflicts in the location, construction, and maintenance of the County road and Utility Facility.
- (2) To pursue any and all legal means to see that Policy Standards, except to the extent of any variance shown on the plans filed herewith and approved, are complied with in the facility installation.
- (3) If the County/LSBP Engineer or other authorized representative of the Board of Supervisors approved the drawings, sketches, and plans submitted by the Applicant, he shall so indicate by signing and dating the Permit Approval at the end of this Application, and the Applicant may proceed with the installation; if the drawings, sketches, and plans are not approved, he shall promptly notify the Applicant, and advise him of the reason or reasons. He will also act as the duly appointed representative of the Board of Supervisors and will give his approval to the completed work as being in compliance with the location and standards shown in the Policy and in this Agreement for the installation.
- (4) That all joint road construction and utility adjustment or relocation operations will comply with the requirements of Section S-105.06 and Section S-107.18, Mississippi Standard Specifications for State Aid Road and Bridge Construction, 2004 edition (or current edition).
- (5) Should any terms or provision of this Agreement conflict with the Laws of the State of Mississippi, or the United States, or impair or deny to the Applicant or the County any right protected thereby, it shall be deemed amended to conform to said Laws.

WITNESS THE SIGNATURE OF THE APPLICANT this the 16 day of April, 2019.

-By: Ronnie Pitts

-Title: OSP Engineering Design

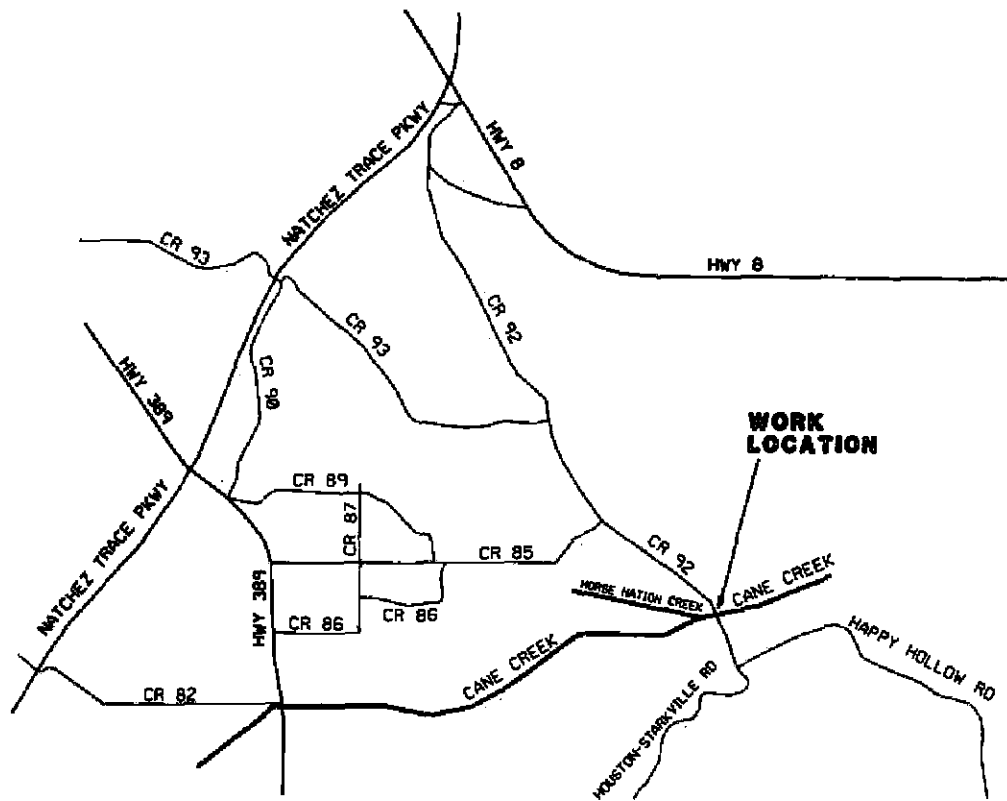
AGREED TO AND APPROVED BY ORDER OF THE Clay
COUNTY BOARD OF SUPERVISORS this the 29th day of April, 2019

By: Robert Z. Albert
County/LSBP Engineer

658

SYMBOL LEGEND			
Proposed	Existing	Removing	Description
			AERIAL CABLE
			BURIED CABLE
			AERIAL FIBER
			BURIED FIBER
			BORE
			AERIAL SVC WIRE
			AT&T POLE
			POWER POLE
			STEEL POLE
			LASHING
			ANCHOR & GUY
			FOREIGN ANC & GUY
			PEDESTAL
			GROUND
			HANDHOLE
			CONDUIT
			CULVERT
			BRIDGE
			TREE

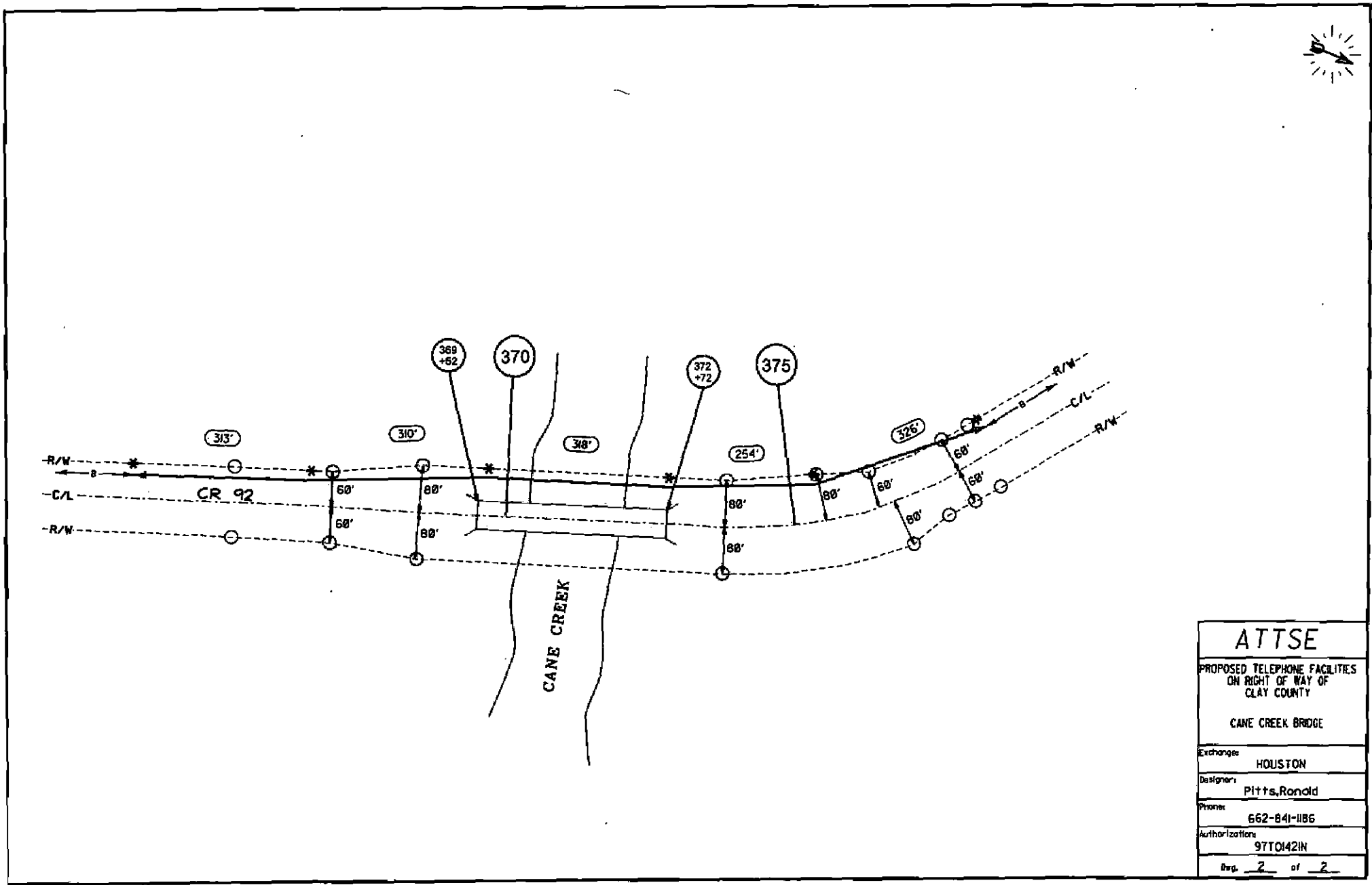
HOUSTON VICINITY MAP



CLAY COUNTY PROJECT NO. STP/BR-0013(53)B

ATTSE	
PROPOSED TELEPHONE FACILITIES ON RIGHT OF WAY OF CLAY COUNTY	
CANE CREEK BRIDGE	
Exchange:	HOUSTON
Designers:	Pitts, Ronald
Phone:	662-841-886
Authorization:	97TOM2N
Doc. 1 of 2	

659



ATTSE	
PROPOSED TELEPHONE FACILITIES ON RIGHT OF WAY OF CLAY COUNTY	
CANE CREEK BRIDGE	
Exchanges	HOUSTON
Designer	Pitts, Ronald
Phone	662-841-1186
Authorizations	97T01421H
Dep. <u>2</u> of <u>2</u>	

PERMIT APPLICATION FOR USE AND OCCUPANCY AGREEMENT
FOR THE CONSTRUCTION OR ADJUSTMENT OF A UTILITY
WITHIN COUNTY ROAD RIGHT-OF-WAY

PROJECT NO. STP/BR-0013(53)B COUNTY CLAY
UTILITY NAME 4-County Electric Power Association
BY Jaron Andrews Stating Technician I
(Name & Company Title)
ADDRESS Columbus, MS, herein called APPLICANT,
proposes to construct Electrical Line
(Type of Facility)
along or across Caradine-County Line Road Road, said facility to be
(Name of Road)
installed between Station No. 365+30 and Station No. 378+50 and within the road

right-of-way, and hereby makes application to the County for the construction permit. Attached hereto are drawings or plans for the construction, which will not be changed or altered without approval of the Board of Supervisors, or its authorized representative.

WHEREAS, the Legislature of Mississippi has heretofore granted to the Applicant the right to locate its facilities upon, across, under, over and along public roads and streets within the State of Mississippi; Applicant agrees to comply with applicable provisions of S.O.P. No. SA II-2-8, Policy for the Accommodation of Utility Facilities within the Rights-of-Way of County Federal Aid and State Aid Roads (hereinafter referred to as the "Policy"), promulgated by the State Aid Engineer and dated July 1, 2005, and which is hereby made a part of this Application Agreement, and agrees to perform the construction according to the applicable industry code and according to the plans and specifications for the project.

The Applicant shall be responsible for future maintenance and repair of the facilities. The Applicant shall make future adjustments in, or relocate, the facilities located within the road right-of-way when required for road widening, construction or maintenance, and its right to reimbursement of its costs shall be in accordance with State Laws affecting County roads in effect at the time such adjustment or relocation is made. Further, any maintenance, repair, or construction shall be done in such a manner as to occasion no unreasonable interference with the normal flow and safety of traffic.

A general description of the size, type, nature, and extent of the Utility work to be done is as follows:
To relocate, where required, electrical lines along the R.O.W. of the Clay County Road.

The Applicant understands and agrees that, except as herein granted, no right, title, claim, or easement to said road right-of-way is granted by the issuance of this permit and that if this Utility Facility is not placed within the allowable horizontal and vertical limits as listed in the general provisions of the Policy, it will be adjusted to comply with same without cost to the County, unless the variance from the Policy has been approved by the granting of the Permit pursuant to this Application.

Clay

County agrees to the following stipulations:

- (1) To cooperate with the Utility Company in every way to avoid conflicts in the location, construction, and maintenance of the County road and Utility Facility.
- (2) To pursue any and all legal means to see that Policy Standards, except to the extent of any variance shown on the plans filed herewith and approved, are complied with in the facility installation.
- (3) If the County/LSBP Engineer or other authorized representative of the Board of Supervisors approved the drawings, sketches, and plans submitted by the Applicant, he shall so indicate by signing and dating the Permit Approval at the end of this Application, and the Applicant may proceed with the installation; if the drawings, sketches, and plans are not approved, he shall promptly notify the Applicant, and advise him of the reason or reasons. He will also act as the duly appointed representative of the Board of Supervisors and will give his approval to the completed work as being in compliance with the location and standards shown in the Policy and in this Agreement for the installation.
- (4) That all joint road construction and utility adjustment or relocation operations will comply with the requirements of Section S-105.06 and Section S-107.18, Mississippi Standard Specifications for State Aid Road and Bridge Construction, 2004 edition (or current edition).
- (5) Should any terms or provision of this Agreement conflict with the Laws of the State of Mississippi, or the United States, or impair or deny to the Applicant or the County any right protected thereby, it shall be deemed amended to conform to said Laws.

WITNESS THE SIGNATURE OF THE APPLICANT this the 1st day of

April, 2019.

By: Randy Hood

Title: System Planning Engineer

AGREED TO AND APPROVED BY ORDER OF THE Clay

COUNTY BOARD OF SUPERVISORS this the 29th day of April,
2019.

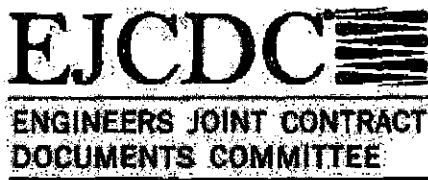
By: Robert L. Calvert
County/LSBP Engineer

EXHIBIT C

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

Prepared by



Issued and Published Jointly by



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SPECIAL NOTE ON USE OF THIS FORM

This abbreviated Agreement form ("Short Form") is intended for use only for professional services of limited scope and complexity. It does not address the full range of issues of potential importance to the parties. Depending on the scope and complexity of the services and the project, the Owner and Engineer may be better served by using the Agreement Between Owner and Engineer for Professional Services (EJCDC® E-500, 2014 Edition), or one of the several special-purpose EJCDC professional services agreement forms.

If the Owner intends to enter into a construction contract for implementation of a design prepared under the Short Form, or otherwise associated with professional services provided under the Short Form, Owner may wish to consider using EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition, and other 2013 EJCDC Construction Series documents. The terms and provisions used in EJCDC® C-700 and the other EJCDC Construction Series documents are consistent with those used in the Short Form.

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(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

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**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of April 29, 2019 ("Effective Date") between Clay County Board of Supervisors ("Owner") and Calvert-Spradling Engineers, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: Emergency Road and Bridge Repair Project No. ERBR-STP/BR-0013(53)B Known as Caradine County Line Road Bridge Over Cane Creek CSE #217157 ("Project").

Engineer's services under this Agreement are generally identified as follows: Preliminary Engineering (PE) and Construction Engineering and Inspection (CE&I) ("Services"). It is noted that testing is part of Construction Engineering and Inspection (CE&I) and that Environmental, Utility Relocation, and Right of Way Cost are not a part of Engineering Services.

Owner and Engineer further agree as follows:

1.01 Basic Agreement and Period of Service

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").
- B. If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

2.01 Payment Procedures

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall

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Page 1

promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 Basis of Payment—Percentage of Successful Construction Bid

A. Owner shall pay Engineer for Services as follows:

1) *General: The Preliminary Engineering Services shall be paid from Clay County's non-ERBRFP funds. The maximum amount of total Preliminary cost to be paid from non-ERBRFP funds shall be five percent (5%) of the amount of the successful construction bid. The Construction Engineering and Inspection and Testing cost shall be paid from ERBRFP grant funds. The maximum amount of CE&I costs to be paid from the ERBRFP for CE&I costs shall be ten percent (10%) of the amount of the successful construction bid. The total amount allowed for PE and/or CE&I costs shall be the actual cost of these services or the maximum amounts outlined above, whichever is less.*

2) *In addition to the Percentage of Construction Cost amount, reimbursement for the following expenses: None*

B. The portion of the amounts billed for Engineer's services that is on account of the Percentage of Successful Construction Bid will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.

Preliminary Engineering (PE)	5% of Successful Construction Bid
Construction Engineering (CE&I)	10% of Successful Construction Bid
Total	15% of Successful Construction Bid

C. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner.

2.03 Additional Services: For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

3.01 Termination

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.
 - c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
 - d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.
- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:

1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 2. Any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Definitions*

- A. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 Attachments: Appendix 1, Engineer's Standard Hourly Rates

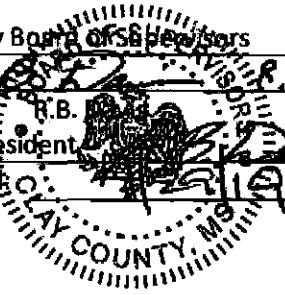
8.02 *Additional Guidelines*

- A. **Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees).**
- B. **Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and subgrants for construction or repair).**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner:

Clay County Board of Supervisors
By: R. B. DAVIS
Print name: R. B. DAVIS
Title: President
Date Signed: 4-29-2019



Engineer:

Calvert-Spradling Engineers, Inc.
By: Robert L. Calvert
Print name: Robert L. Calvert, PE/PLS
Title: President
Date Signed: 4-29-2019

Engineer License or Firm's Certificate No. (if required):

Robert L. Calvert, P.E.

PE License # 4499

PLS License # 1883

State of: Mississippi

Address for Owner's receipt of notices:

P. O. Box 815
West Point, MS 39773

Address for Engineer's receipt of notices:

P. O. Box 1078
West Point, MS 39773

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This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated April 29, 2019

Engineer's Standard Hourly Rates

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Additional Services Paragraph 2.03, and are subject to annual review and adjustment.

B. Schedule of Hourly Rates:

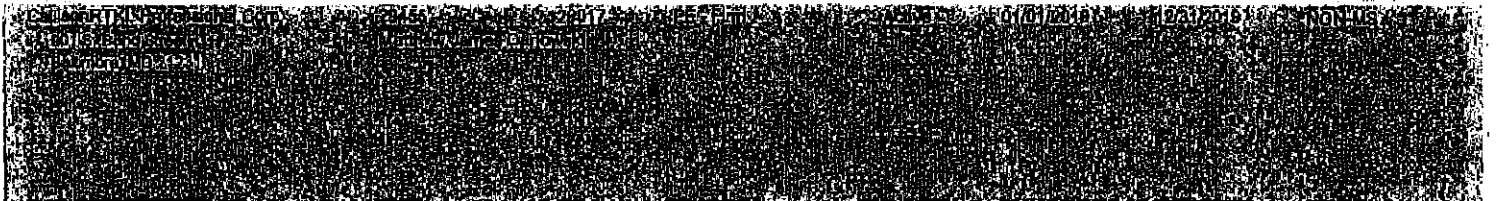
<u>SURVEY</u>		
	Four-man Party	\$ 200.00
	Three-man Party	150.00
	Two-man Party	125.00
<u>CONSTRUCTION INSPECTION</u>		
	Resident Inspector (III)	75.00
	Resident Inspector (I)	50.00
<u>ENGINEERING AND GENERAL SUPERVISION</u>		
	Principal/Officer of Firm	190.00
	Project Engineer	130.00
	Design Engineer	125.00
	Engineer	110.00
	Design Assistant or CADD Operation (II).....	70.00
	Design Assistant or CADD Operation (I).....	60.00
	Field Technician (III)	75.00
	Field Technician (II)	55.00
	Field Technician (I)	50.00
	Party Chief (II).....	80.00
	Party Chief (I).....	75.00
	Survey Crew Member	35.00
	Secretary	55.00
	Computer Charge	50.00



**MISSISSIPPI BOARD OF LICENSURE
FOR PROFESSIONAL ENGINEERS & SURVEYORS**
660 North Street • Suite 400
JACKSON, MISSISSIPPI 39202
(601) 359-6160

Certificate of Authorization for Engineer Firms

<u>Licensee Name</u>	<u>Designated Licensee</u>	<u>COA #</u>	<u>License Type</u>	<u>Status</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>County</u>
Caldwell Tanks, Inc P O Box 35770 Louisville, KY 40232 5029643361 WORK	Donald Louis Stilger	234	PE - Firm	Active	01/01/2019	12/31/2019	NON-MS

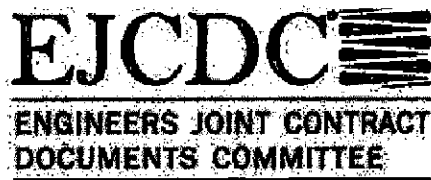


Calvert-Spradling Engineers, Inc P O Drawer 1078 West Point, MS 39773 6624947101 WORK	Robert Lamar Calvert	634	PE - Firm	Active	01/01/2019	12/31/2019	CLAY
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This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

Prepared by



Issued and Published Jointly by



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SPECIAL NOTE ON USE OF THIS FORM

This abbreviated Agreement form ("Short Form") is intended for use only for professional services of limited scope and complexity. It does not address the full range of issues of potential importance to the parties. Depending on the scope and complexity of the services and the project, the Owner and Engineer may be better served by using the Agreement Between Owner and Engineer for Professional Services (EJCDC® E-500, 2014 Edition), or one of the several special-purpose EJCDC professional services agreement forms.

If the Owner intends to enter into a construction contract for implementation of a design prepared under the Short Form, or otherwise associated with professional services provided under the Short Form, Owner may wish to consider using EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition, and other 2013 EJCDC Construction Series documents. The terms and provisions used in EJCDC® C-700 and the other EJCDC Construction Series documents are consistent with those used in the Short Form.

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National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

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**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of April 29, 2019 ("Effective Date") between Clay County Board of Supervisors ("Owner") and Calvert-Spradling Engineers, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: Emergency Road and Bridge Repair Project No. ERBR-13(01) Known as Mhoon Valley Road Bridge Over Long Branch · CSE #216008 ("Project").

Engineer's services under this Agreement are generally identified as follows: Preliminary Engineering (PE) and Construction Engineering and Inspection (CE&I) ("Services"). It is noted that testing is part of Construction Engineering and Inspection (CE&I) and that Environmental, Utility Relocation, and Right of Way Cost are not a part of Engineering Services.

Owner and Engineer further agree as follows:

1.01 Basic Agreement and Period of Service

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").
- B. If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

2.01 Payment Procedures

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall

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promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 Basis of Payment—Percentage of Successful Construction Bid

A. Owner shall pay Engineer for Services as follows:

- 1) *General: The maximum engineering cost allowed to be paid from ERBRF grant monies shall be calculated based on a percentage of the successful construction bid amount. For Preliminary Engineering (PE) and Construction Engineering and Inspection (CE&I), the maximum amount of the total engineering costs to be paid from ERBRF shall be fifteen percent (15%) of the amount of the successful construction bid. The total amount allowed for PE and/or CE&I costs shall be the actual cost of these services or the maximum amounts outlined above, whichever is less.*
- 2) *In addition to the Percentage of Construction Cost amount, reimbursement for the following expenses: None*

B. The portion of the amounts billed for Engineer's services that is on account of the Percentage of the Successful Construction Bid will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.

Preliminary Engineering (PE)	5% of Successful Construction Bid
Construction Engineering (CE&I)	10% of Successful Construction Bid
Total	15% of Successful Construction Bid

C. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner.

2.03 Additional Services: For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

3.01 Termination

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

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- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
- b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.
- c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
- d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or

entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on

extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;

2. Any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Definitions*

- A. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 *Attachments: Appendix 1, Engineer's Standard Hourly Rates*

8.02 *Additional Guidelines*

- A. **Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees).**
- B. **Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and subgrants for construction or repair).**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner:

Engineer:

Clay County Board of Supervisors

Calvert-Spradling Engineers, Inc.

By: [Signature]

By: Robert L. Calvert

Print name: B.B. D...

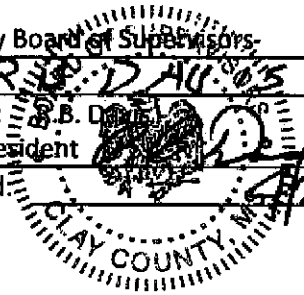
Print name: Robert L. Calvert, PE/PLS

Title: President

Title: President

Date Signed: 4/29/19

Date Signed: 4/29/2019



Engineer License or Firm's Certificate No. (if required):

Robert L. Calvert, P.E.

PE License # 4499

PLS License # 1883

State of: Mississippi

Address for Owner's receipt of notices:

Address for Engineer's receipt of notices:

P. O. Box 815
West Point, MS 39773

P. O. Box 1078
West Point, MS 39773

EXHIBIT D

MEMORANDUM OF UNDERSTANDING**Between****Community Counseling Services****And****Clay County Sheriff's Department**

Region VII Mental Health/Intellectual Disabilities Commission, d/b/a Community Counseling Services agrees to provide the following services for inmates identified by the Clay County Circuit Court being housed at the Clay County Detention Center:

Upon order by the Clay County Circuit Court, each identified inmate will have:

- A. An Initial Assessment performed by a Masters-Level Therapist at the jail in order to ascertain the presence of a mental illness, substance use problem or other disorder. The initial assessment diagnosis, if any, is a provisional diagnosis only by the Masters-Level Therapist.
- B. Based upon the results of the Initial Assessment showing that the inmate has a provisional diagnosis, the Masters-Level Therapist will coordinate, with the Medical Staff at CCS and the jail personnel, a date and time for a telehealth appointment with the Psychiatrist or Board-Certified Psychiatric Nurse Practitioner for a Medical Evaluation to either: a) confirm the provisional diagnosis or; b) assign a different diagnosis or; c) remove all diagnosis if in their medical opinion no diagnosis is necessary.
- C. If the provisional diagnosis is confirmed or if the inmate is assigned a differing diagnosis, the Psychiatrist or Board-Certified Psychiatric Nurse Practitioner will discuss with the inmate options as to cost-effective medications that are available for their symptoms, as well as side effects and alternatives. Know that not all diagnoses have suitable medications for treatment and medications may need to be changed if it is determined the inmate isn't responding to the medication.
- D. The Psychiatrist or Board-Certified Psychiatric Nurse Practitioner will give the jail a prescription(s) (if applicable) for the inmate. The jail will be responsible for acquiring and administering medications according to their policies.
- E. The Psychiatrist or Board-Certified Psychiatric Nurse Practitioner will follow-up with an individual placed on a new medication or a medication the particular medical staff has not prescribed to that individual, within 2 weeks to 30-days to assess for side effects, possible dosage adjustments, etc. This follow-up is included in the contract price.

- F. Medical Records must be subpoenaed with a court order signed by a judge.
- G. A court order, signed by a judge for a CCS clinician to appear in court and while treatment records may be subpoenaed; a judge has to order CCS to testify as to what is in the record only. They cannot offer opinions or meaning to statements in the clinical record or as to the stability/abilities of the individual.
- H. For individual's appearing in court due to criminal charges-CCS clinicians are not trained in forensic evaluations or assessments and will not present themselves as giving "expert testimony".

The Clay County Sheriff's Department agrees to:

- 1) Contact the assigned Masters-Level Therapist to schedule an Initial Assessment.
- 2) Have the inmate available and for their designated appointments, whether in person or through telehealth.
- 3) Reimburse agreed upon payments for services rendered by the 25th of the month to CCS as indicated below:

FEE for SERVICE:

One-time Fee* which includes the following three (visits):

Initial Assessment – Masters-Level Therapist

Psychiatrist or Board-Certified Psychiatric Nurse Practitioner *Initial Assessment/Medication Evaluation*

Psychiatrist or Board-Certified Psychiatric Nurse Practitioner *Follow-Up Medication Check*

\$ 420.00 per person

Single Service Fees*:

If the individual needs to be seen more than the three (3) scheduled and contracted number of visits described above, the following pricing is applicable on a per visit basis:

Follow-Up by Masters-Level Therapist	\$131.00
Psychiatrist or Board-Certified Psychiatric Nurse Practitioner Medication <i>Check</i>	\$112.00

(*These are based on Standard Rounded Medicaid Rates)

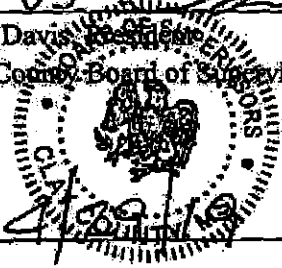
The term of this contract shall begin on May 1, 2019 and expire January 31, 2020. Medicaid rates are adjusted annually in January at which time a new contract will be formulated.

Either party may cancel this contact with 30-days written notice.

SO ORDERED this the 27th day of April, 2019.

[Signature]
Richard D. Duggin
Chief Financial Officer
Community Counseling Services

4/29/2019
Date

[Signature]
R. B. Davis, President
Clay County Board of Supervisors

4/29/19
Date

[Signature]
H. Eddie Scott, Sheriff

4/29/19
Date

ATTEST:
[Signature]
Amy G. Berry, Chancery Clerk

EXHIBIT E

To: Amy G. Berry
Inventory Control Clerk

From: Stanley Lee

Date: 1-1-19

Re: Inventory Control # SA042
Description: Pressure Washer
S/N#: 917305

The inventory item referenced to above is delivered to you to be deleted from this department's inventory. Additionally, this item is no longer functioning properly to be useful to the County. Please remove this item from this department's inventory upon an order of the Board of Supervisors

Stanley Lee
Department Head

This is acknowledged receipt of the above inventory item on this the 29th day of April, 2019

[Signature]
Inventory Clerk

8/15/2018

FIXED ASSETS

08:17:45

FAOFEM/

Other Furniture/Equipment File Maintenance

GINGER

Delete:

Key #: 1777

Description: PRESSURE WASHER FATPUMP MODEL 34

Location: SANITATION SHED

Vendor: HANCOCK EQUIPMENT

Serial #: 717305

Property #: SA042

Project #:

Current Value: 1595.00

*Department #: 112 SANITATION

Objective #: 87 OTHER FURNITURE

*Acquisition: P PURCHASED

*Disposal:

Ledger? Y (Y/N)

*Asset Type: HND HAND TOOLS - SH

Useful Life: 7 Years

Salvage %: 1 Salvage \$: 16

Cap Threshold: 5000

GASB Eligible? N (Y/N)

Depreciate? N (Y/N)

Accumulated Depreciation:

Cap Value: 1595.00 Date: 10/10/2005

Remarks:

Enter=Accept *F4=Prompt F8=Transactions F10=Delete F12=Cancel/No Update

To: Amy G. Berry
Inventory Control Clerk

From: Stanley Lee

Date:

Re: Inventory Control # 5A042
Description: Enclosure Washer
S/N#: 717309

The inventory item referenced to above is delivered to you to be deleted from this department's inventory. Additionally, this item is no longer functioning properly to be useful to the County. Please remove this item from this department's inventory upon an order of the Board of Supervisors

Stanley Lee
Department Head

This is acknowledged receipt of the above inventory item on this the 29th day of April, 2019

[Signature]
Inventory Clerk

8/15/2018
FAOFEM:
Delete:

FIXED ASSETS
Other Furniture/Equipment File Maintenance

08:17:45
GINGER
Key #: 1777

Description: PRESSURE WASHER FATPUMP MODEL 34

Location: SANITATION SHED

Vendor: HANCOCK EQUIPMENT Serial #: 717305

Property #: SA042 Project #: _____ Current Value: 1595.00

*Department #: 112 SANITATION Objective #: 87 OTHER FURNITURE

*Acquisition: P PURCHASED *Disposal: _____

Ledger? Y (Y/N)

*Asset Type: HND HAND TOOLS - SH Useful Life: 7 Years

Salvage %: 1 Salvage \$: 16 Cap Threshold: 5000

GASB Eligible? N (Y/N) Depreciate? N (Y/N)

Accumulated Depreciation: _____

Cap Value: 1595.00 Date: 10/10/2005

Remarks: _____

Enter=Accept *F4=Prompt F8=Transactions F10=Delete F12=Cancel/No Update

To: Amy G. Berry
Inventory Control Clerk

From: Stanley Lee

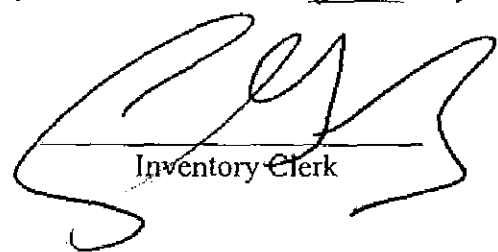
Date:

Re: Inventory Control # 54038
Description: Radio
S/N#: 9C090614

The inventory item referenced to above is delivered to you to be deleted from this department's inventory. Additionally, this item is no longer functioning properly to be useful to the County. Please remove this item from this department's inventory upon an order of the Board of Supervisors


Department Head

This is acknowledged receipt of the above inventory item on this the 29th day of April, 2019


Inventory Clerk

8/15/2018
FAOFEM
Delete:

FIXED ASSETS
Other Furniture/Equipment File Maintenance

08:17:38
GINGER
Key #: 1379

Description: RADIO MOBILE VERTEX
Location: SANITATION SA040

Vendor: PRECISION COMMUNICATIONS Serial #: 9C090614

Property #: SA038 Project #: _____ Current Value: 478.00

*Department #: 112 SANITATION Objective #: 87 OTHER FURNITURE

*Acquisition: P PURCHASED *Disposal: _____

Ledger? Y (Y/N)

*Asset Type: COM COMMUNICATION E Useful Life: 3 Years

Salvage %: 1 Salvage \$: 5 Cap Threshold: 5000

GASB Eligible? N (Y/N) Depreciate? N (Y/N)

Accumulated Depreciation: _____

Cap Value: 478.00 Date: 11/10/2001

Remarks: _____

Enter=Accept *F4=Prompt F8=Transactions F10=Delete F12=Cancel/No Update

To: Amy G. Berry
Inventory Control Clerk

From: Stanley Lee

Date:

Re: Inventory Control # 54038
Description: Radio
S/N#: 9C090614

The inventory item referenced to above is delivered to you to be deleted from this department's inventory. Additionally, this item is no longer functioning properly to be useful to the County. Please remove this item from this department's inventory upon an order of the Board of Supervisors


Department Head

This is acknowledged receipt of the above inventory item on this the 29th day of April, 2014


Inventory Clerk

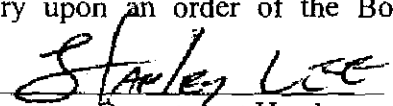
To: Amy G. Berry
Inventory Control Clerk

From: Stanley Lee

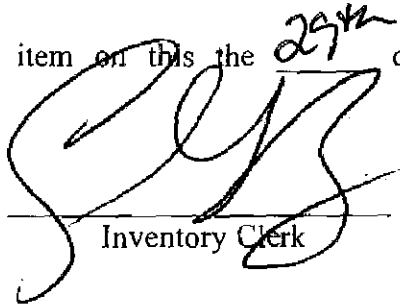
Date:

Re: Inventory Control # 54031
Description: Radio
S/N#: 90111399

The inventory item referenced to above is delivered to you to be deleted from this department's inventory. Additionally, this item is no longer functioning properly to be useful to the County. Please remove this item from this department's inventory upon an order of the Board of Supervisors


Department Head

This is acknowledged receipt of the above inventory item on this the 27th day of April, 2019


Inventory Clerk

8/15/2018
FAOFEM
Delete:

FIXED ASSETS
Other Furniture/Equipment File Maintenance

08:17:29
GINGER
Key #: 1190

Description: RADIO MOBILE 4 CHANNEL

Location: SANITATION SMALL TRUCK SA040

Vendor: PRECISION COMMUNICATION Serial #: 9D111399

Property #: SA031 Project #: _____ Current Value: 315.00

*Department #: 112 SANITATION Objective #: 87 OTHER FURNITURE

*Acquisition: P PURCHASED *Disposal: _____

Ledger? Y (Y/N)

*Asset Type: COM COMMUNICATION E Useful Life: 3 Years

Salvage %: 1 Salvage \$: 3 Cap Threshold: 5000

GASB Eligible? N (Y/N) Depreciate? N (Y/N)

Accumulated Depreciation: _____

Cap Value: 315.00 Date: 6/10/2000

Remarks: _____

Enter=Accept *F4=Prompt F8=Transactions F10=Delete F12=Cancel/No Update

To: Amy G. Berry
Inventory Control Clerk

From: Stanley Lee

Date:

Re: Inventory Control # SA029
Description: Radio
S/N#: 9C002280

The inventory item referenced to above is delivered to you to be deleted from this department's inventory. Additionally, this item is no longer functioning properly to be useful to the County. Please remove this item from this department's inventory upon an order of the Board of Supervisors


Department Head

This is acknowledged receipt of the above inventory item on this the 23rd day of April, 2019


Inventory Clerk

8/15/2018
FAOFEM
Delete:

FIXED ASSETS
Other Furniture/Equipment File Maintenance

08:17:17
GINGER
Key #: 1188

Description: RADIO MOBILE 48 CHANNEL

Location: D WARE TRUCK

Vendor: PRECISION COMMUNICATION Serial #: 9C102280

Property #: SA029 Project #: _____ Current Value: 345.00

*Department #: 112 SANITATION Objective #: 87 OTHER FURNITURE

*Acquisition: P PURCHASED *Disposal: _____

Ledger? Y (Y/N)

*Asset Type: COM COMMUNICATION E Useful Life: 3 Years

Salvage %: 1 Salvage \$: _____ 3 Cap Threshold: 5000

GASB Eligible? N (Y/N) Depreciate? N (Y/N)

Accumulated Depreciation: _____

Cap Value: 345.00 Date: 3/10/2000

Remarks: _____

Enter=Accept *F4=Prompt F8=Transactions F10=Delete F12=Cancel/No Update


To: Amy G. Berry
Inventory Control Clerk

From: Amy G. Berry

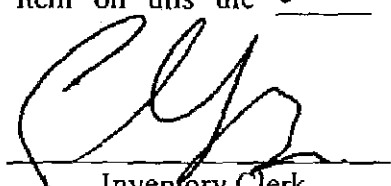
Date: 10/15/18

Re: Inventory Control # CH087
Description: LINE STAMP
S/N#: 353368

The inventory item referenced to above is delivered to you to be deleted from this department's inventory. Additionally, this item is no longer functioning properly to be useful to the County. Please remove this item from this department's inventory upon an order of the Board of Supervisors


Department Head

This is acknowledged receipt of the above inventory item on this the 25th day of April, 2018


Inventory Clerk

10/15/2018
FAOFEM
Delete:

FIXED ASSETS
Other Furniture/Equipment File Maintenance

07:54:00
GINGER
Key #: 33

Description: AUTOMATIC TIME STAMP

Location: _____

Vendor: MS. TIME INSTRUMENT

Serial #: 353368

Property #: CH087

Project #: _____

Current Value: 435.00

*Department #: 101 CHANCERY CLERK

Objective #: 87 OTHER FURNITURE

*Acquisition: P PURCHASED

*Disposal: _____

Ledger? Y (Y/N)

*Asset Type: OFE OTHER FURNITURE

Useful Life: 7 Years

Salvage %: 10 Salvage \$: 44

Cap Threshold: 5000

GASB Eligible? N (Y/N)

Depreciate? N (Y/N)

Accumulated Depreciation: _____

Cap Value: 435.00 Date: 1/10/1991

Remarks: _____

Enter=Accept *F4=Prompt F8=Transactions F10=Delete F12=Cancel/No Update

To: Amy G. Berry
Inventory Control Clerk

From: Amy G Berry

Date: 10/2/18

Re: Inventory Control # CH 134
Description: Computer
S/N#: 9402-170

The inventory item referenced to above is delivered to you to be deleted from this department's inventory. Additionally, this item is no longer functioning properly to be useful to the County. Please remove this item from this department's inventory upon an order of the Board of Supervisors

[Signature]
Department Head

This is acknowledged receipt of the above inventory item on this the 29th day of April, 2019

[Signature]
Inventory Clerk

10/12/2018
FAOFEM
Delete:

FIXED ASSETS
Other Furniture/Equipment File Maintenance

07:52:01
GINGER
Key #: 1632

Description: AS-400 IBM COMPUTER

Location: SHERIFF'S OFFICE COMPUTER ROOM

Vendor: IBM-DATA SYSTEMS Serial #: 9406-170

Property #: CH134 Project #: Current Value: 276.63

*Department #: 101 CHANCERY CLERK Objective #: 87 OTHER FURNITURE

*Acquisition: T TRANSFER *Disposal:

Ledger? Y (Y/N)

*Asset Type: CMP COMPUTER EQUIPM

Useful Life: 3 Years

Salvage %: 1 Salvage \$: 277

Cap Threshold: 5000

GASB Eligible? Y (Y/N)

Depreciate? Y (Y/N)

Accumulated Depreciation: 27385.17

Cap Value: 27661.80 Date: 5/10/1999

Remarks:

Enter=Accept *F4=Prompt F8=Transactions F10=Delete F12=Cancel/No Update

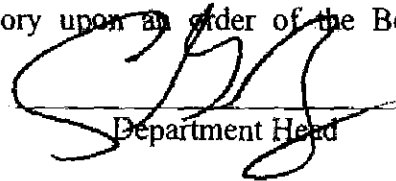
To: Amy G. Berry
Inventory Control Clerk

From: Amy Berry

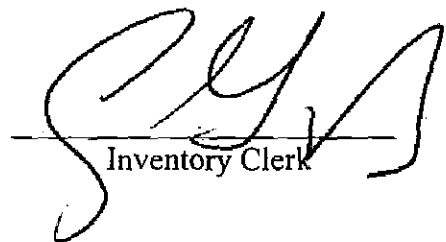
Date:

Re: Inventory Control # CH143
Description: printer
S/N#: IND143

The inventory item referenced to above is delivered to you to be deleted from this department's inventory. Additionally, this item is no longer functioning properly to be useful to the County. Please remove this item from this department's inventory upon an order of the Board of Supervisors


Department Head

This is acknowledged receipt of the above inventory item on this the 29th day of April, 2019


Inventory Clerk

8/21/2018
FAOFEM
Delete:

FIXED ASSETS
Other Furniture/Equipment File Maintenance

13:12:49
GINGER
Key #: 1401

Description: PRINTER-AS400 IBM
Location: PRINTER ROOM-CHANCER
Vendor: INFORMATION BUSINESS SYSTEMS Serial #: 1N0743
Property #: CH143 Project #: _____ Current Value: 812.28
*Department #: 101 CHANCERY CLERK Objective #: 87 OTHER FURNITURE
*Acquisition: P PURCHASED *Disposal: _____
Ledger? Y (Y/N)
*Asset Type: COMP COMPUTER EQUIPM Useful Life: 5 Years
Salvage %: 10 Salvage \$: 812 Cap Threshold: 5000
GASB Eligible? Y (Y/N) Depreciate? Y (Y/N)
Accumulated Depreciation: 7309.72
Cap Value: 8122.00 Date: 1/10/2002
Remarks: _____

Enter=Accept *F4=Prompt F8=Transactions F10=Delete F12=Cancel/No Update

To: Amy G. Berry
Inventory Control Clerk

From: Amy Berry

Date:

Re: Inventory Control # CH164
Description: Computer Stand
S/N#: N/A

The inventory item referenced to above is delivered to you to be deleted from this department's inventory. Additionally, this item is no longer functioning properly to be useful to the County. Please remove this item from this department's inventory upon an order of the Board of Supervisors

[Signature]
Department Head

This is acknowledged receipt of the above inventory item on this the 29th day of April, 2019

[Signature]
Inventory Clerk

8/21/2018
FAOFEM
Delete:

FIXED ASSETS
Other Furniture/Equipment File Maintenance

13:13:08
GINGER
Key #: 1771

Description: COMPUTER STAND

Location: PRINTER ROOM

Vendor: WHITTINGTON

Serial #: N/A

Property #: CH164

Project #: _____

Current Value: 990.00

*Department #: 101 CHANCERY CLERK

Objective #: 87 OTHER FURNITURE

*Acquisition: P PURCHASED

*Disposal: _____

Ledger? Y (Y/N)

*Asset Type: CAB CABINETS AND FI

Useful Life: 7 Years

Salvage %: 10 Salvage \$: 99

Cap Threshold: 5000

GASB Eligible? N (Y/N)

Depreciate? N (Y/N)

Accumulated Depreciation: _____

Cap Value: 990.00 Date: 11/10/2005

Remarks: _____

Enter=Accept *F4=Prompt F8=Transactions F10=Delete F12=Cancel/No Update

To: Amy G. Berry
Inventory Control Clerk

From: *Amy Berry*

Date:

Re: Inventory Control # *CH165*
Description: *Calculator*
S/N#: *05000201*

The inventory item referenced to above is delivered to you to be deleted from this department's inventory. Additionally, this item is no longer functioning properly to be useful to the County. Please remove this item from this department's inventory upon an order of the Board of Supervisors

[Signature]
Department Head

This is acknowledged receipt of the above inventory item on this the *29th* day of *April*, 20*19*

[Signature]
Inventory Clerk

8/21/2018
FAOFEM
Delete:

FIXED ASSETS
Other Furniture/Equipment File Maintenance

13:13:19
GINGER
Key #: 1772

Description: CALCULATOR VICTOR MODEL 1210-2

Location: DEBORAH'S DESK

Vendor: WHITTINGTON

Serial #: 05D00201

Property #: CH165

Project #:

Current Value:

36.00

*Department #: 101 CHANCERY CLERK

Objective #: 87

OTHER FURNITURE

*Acquisition: P PURCHASED

*Disposal:

Ledger? Y (Y/N)

*Asset Type: OFE OTHER FURNITURE

Useful Life: 7 Years

Salvage %: 10 Salvage \$: 4

Cap Threshold: 5000

GASB Eligible? N (Y/N)

Depreciate? N (Y/N)

Accumulated Depreciation:

Cap Value: 36.00 Date: 11/10/2005

Remarks:

Enter=Accept *F4=Prompt F8=Transactions F10=Delete F12=Cancel/No Update

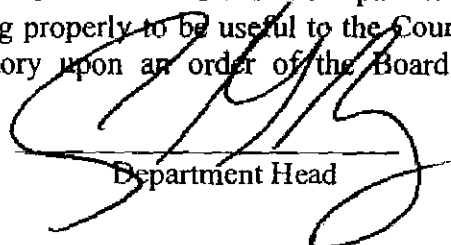
To: Amy G. Berry
Inventory Control Clerk

From: Amy Berry

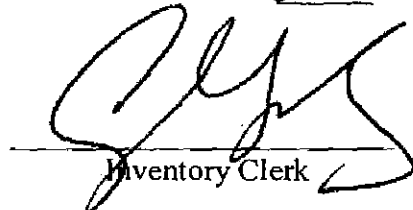
Date:

Re: Inventory Control # CH169
Description: Printer
S/N#: AE5A036043B0

The inventory item referenced to above is delivered to you to be deleted from this department's inventory. Additionally, this item is no longer functioning properly to be useful to the County. Please remove this item from this department's inventory upon an order of the Board of Supervisors


Department Head

This is acknowledged receipt of the above inventory item on this the 29th day of April, 2019


Inventory Clerk

8/21/2018
PAOFEM
Delete:

FIXED ASSETS
Other Furniture/Equipment File Maintenance

13:13:29
GINGER
Key #: 1915

Description: PRINTER OKIDATA MICROLINE 420
Location: FRONT DESK BEHIND CARLA

Vendor: WHITTINGTON'S Serial #: AE5A036043B0
Property #: CH169 Project #: _____ Current Value: 425.00

*Department #: 101 CHANCERY CLERK Objective #: 87 OTHER FURNITURE
*Acquisition: P PURCHASED *Disposal: _____

Ledger? Y (Y/N)

*Asset Type: COMP COMPUTER EQUIPM Useful Life: 3 Years

Salvage %: 1 Salvage \$: 4 Cap Threshold: 5000

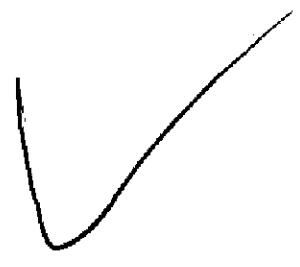
GASB Eligible? N (Y/N) Depreciate? N (Y/N)

Accumulated Depreciation: _____

Cap Value: 425.00 Date: 4/10/2006

Remarks: _____

Enter=Accept *F4=Prompt F8=Transactions F10=Delete F12=Cancel/No Update



To: Amy G. Berry
Inventory Control Clerk

From: Amy Berry

Date:

Re: Inventory Control # CH 174
Description: Printer
S/N#: 574MFW6

The inventory item referenced to above is delivered to you to be deleted from this department's inventory. Additionally, this item is no longer functioning properly to be useful to the County. Please remove this item from this department's inventory upon an order of the Board of Supervisors

[Signature]
Department Head

This is acknowledged receipt of the above inventory item on this the 25th day of April, 2019

[Signature]
Inventory Clerk

8/21/2018
FAOFEM
Delete:

FIXED ASSETS
Other Furniture/Equipment File Maintenance

13:13:48
GINGER
Key #: 2008

Description: PRINTER SERVER
Location: CHANCERY CLERK'S OFFICE BY POSTAGE MACHINE
Vendor: PC NATION Serial #: 574MFW6
Property #: CH174 Project #: _____ Current Value: 225.02
*Department #: 101 CHANCERY CLERK Objective #: 87 OTHER FURNITURE
*Acquisition: P PURCHASED *Disposal: _____
Ledger? Y (Y/N)
*Asset Type: CMP COMPUTER EQUIPM Useful Life: 3 Years
Salvage %: 1 Salvage \$: _____ 2 Cap Threshold: 5000
GASB Eligible? N (Y/N) Depreciate? N (Y/N)
Accumulated Depreciation: _____
Cap Value: 225.02 Date: 3/10/2007
Remarks: _____

Enter=Accept *F4=Prompt F8=Transactions F10=Delete F12=Cancel/No Update

To: Amy G. Berry
Inventory Control Clerk

From: *Amy Berry*

Date:

Re: Inventory Control # CH 179
Description: Computer
S/N#: 80045 472 654044

The inventory item referenced to above is delivered to you to be deleted from this department's inventory. Additionally, this item is no longer functioning properly to be useful to the County. Please remove this item from this department's inventory upon an order of the Board of Supervisors

[Signature]
Department Head

This is acknowledged receipt of the above inventory item on this the 29th day of April, 2019

[Signature]
Inventory Clerk

8/21/2018
FAOFEM
Delete:

FIXED ASSETS
Other Furniture/Equipment File Maintenance

13:14:00
GINGER
Key #: 2060

Description: COMPUTER TOWER

Location: CHANCERY CLERK'S OFFICE CARLA'S DESK

Vendor: DELL MARKETING, LP Serial #: 80045 472 654 044

Property #: CH179 Project #: _____ Current Value: 568.00

*Department #: 101 CHANCERY CLERK Objective #: 87 OTHER FURNITURE

*Acquisition: P PURCHASED *Disposal: _____

Ledger? Y (Y/N)

*Asset Type: CMP COMPUTER EQUIPM Useful Life: 3 Years

Salvage %: 1 Salvage \$: 6 Cap Threshold: 5000

GASB Eligible? N (Y/N) Depreciate? N (Y/N)

Accumulated Depreciation: _____

Cap Value: 568.00 Date: 5/10/2007

Remarks: _____

Enter=Accept *F4=Prompt F8=Transactions F10=Delete F12=Cancel/No Update



To: Amy G. Berry
Inventory Control Clerk

From: Amy G Berry

Date:

Re: Inventory Control # CH180
Description: Computer
S/N#: 80045 472 654 043

The inventory item referenced to above is delivered to you to be deleted from this department's inventory. Additionally, this item is no longer functioning properly to be useful to the County. Please remove this item from this department's inventory upon an order of the Board of Supervisors

[Signature]
Department Head

This is acknowledged receipt of the above inventory item on this the 29th day of April, 2019

[Signature]
Inventory Clerk

10/15/2018
FAOFEM
Delete:

FIXED ASSETS
Other Furniture/Equipment File Maintenance

07:55:44
GINGER
Key #: 2061

Description: COMPUTER TOWER

Location: CHANCERY CLERK'S OFFICE GINGER'S DESK

Vendor: DELL MARKETING, LP Serial #: 80045 472 654 043

Property #: CH180 Project #: _____ Current Value: 568.00

*Department #: 101 CHANCERY CLERK Objective #: 87 OTHER FURNITURE

*Acquisition: P PURCHASED *Disposal: _____

Ledger? Y (Y/N)

*Asset Type: CMP COMPUTER EQUIPM Useful Life: 3 Years

Salvage %: 1 Salvage \$: 6 Cap Threshold: 5000

GASB Eligible? N (Y/N) Depreciate? N (Y/N)

Accumulated Depreciation: _____

Cap Value: 568.00 Date: 5/10/2007

Remarks: _____

Enter=Accept *F4=Prompt F8=Transactions F10=Delete F12=Cancel/No Update

To: Amy G. Berry
Inventory Control Clerk

From: *Amy Berry*

Date:

Re: Inventory Control # CH181
Description: monitor
S/N#: MYD95WLP466321A8910T

The inventory item referenced to above is delivered to you to be deleted from this department's inventory. Additionally, this item is no longer functioning properly to be useful to the County. Please remove this item from this department's inventory upon an order of the Board of Supervisors

[Signature]

Department Head

This is acknowledged receipt of the above inventory item on this the 29th day of April, 2010

[Signature]

Inventory Clerk

8/21/2018
FAOFEM
Delete:

FIXED ASSETS
Other Furniture/Equipment File Maintenance

13:14:13
GINGER
Key #: 2101

Description: COMPUTER MONITOR & KEYBOARD (DELL)

Location: AVA'S DESK

Vendor: DELL MARKETING Serial #: MY095WUP466321A891VT/ E145614

Property #: CH181 Project #: _____ Current Value: 100.00

*Department #: 101 CHANCERY CLERK Objective #: 87 OTHER FURNITURE

*Acquisition: P PURCHASED *Disposal: _____

Ledger? Y (Y/N)

*Asset Type: CMP COMPUTER EQUIPM Useful Life: 3 Years

Salvage %: 1 Salvage \$: 1 Cap Threshold: 5000

GASB Eligible? N (Y/N) Depreciate? N (Y/N)

Accumulated Depreciation: _____

Cap Value: 100.00 Date: 8/09/2007

Remarks: _____

Enter=Accept *F4=Prompt F8=Transactions F10=Delete F12=Cancel/No Update



To: Amy G. Berry
Inventory Control Clerk

From: Amy Berry

Date:

Re: Inventory Control # CH190
Description: Recording System
S/N#: 218658

The inventory item referenced to above is delivered to you to be deleted from this department's inventory. Additionally, this item is no longer functioning properly to be useful to the County. Please remove this item from this department's inventory upon an order of the Board of Supervisors

[Signature]
Department Head

This is acknowledged receipt of the above inventory item on this the 23rd day of April, 2019.

[Signature]
Inventory Clerk

8/21/2018
FAOFEM
Delete:

FIXED ASSETS
Other Furniture/Equipment File Maintenance

13:14:35
GINGER
Key #: 2126

Description: RECORDING SYSTEM (LANIER)

Location: COURTROOM @ COURTHOUSE

Vendor: WHEELER BUSINESS MACHINES Serial #: 218658 / ADVOCATE V/ LCR-5

Property #: CH190 Project #: _____ Current Value: 2494.00

*Department #: 101 CHANCERY CLERK Objective #: 87 OTHER FURNITURE

*Acquisition: P PURCHASED *Disposal: _____

Ledger? Y (Y/N)

*Asset Type: OFE OTHER FURNITURE Useful Life: 7 Years

Salvage %: 10 Salvage \$: 249 Cap Threshold: 5000

GASB Eligible? N (Y/N) Depreciate? N (Y/N)

Accumulated Depreciation: _____

Cap Value: 2494.00 Date: 11/10/2007

Remarks: _____

Enter=Accept *F4=Prompt F8=Transactions F10=Delete F12=Cancel/No Update

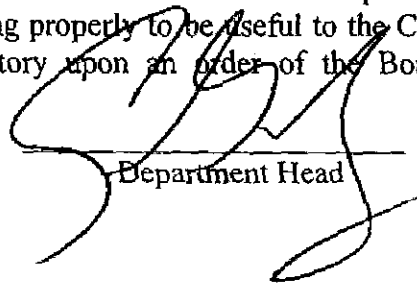
To: Amy G. Berry
Inventory Control Clerk

From: 

Date:

Re: Inventory Control # CH 193
Description: Computer
S/N#: DMU 251-70871-844 AOC5

The inventory item referenced to above is delivered to you to be deleted from this department's inventory. Additionally, this item is no longer functioning properly to be useful to the County. Please remove this item from this department's inventory upon an order of the Board of Supervisors


Department Head

This is acknowledged receipt of the above inventory item on this the 27th day of April, 2019


Inventory Clerk

8/21/2018
FAOFEM
Delete:

FIXED ASSETS
Other Furniture/Equipment File Maintenance

13:14:49
GINGER
Key #: 2148

Description: COMPUTER (DELL SERVER)

Location: COMPUTER ROOM CHANCERY CLERK'S OFFICE

Vendor: DELL MARKETING, LP Serial #: OMU251-70821-84K-AOCJ

Property #: CH193 Project #: _____ Current Value: 1150.46

*Department #: 101 CHANCERY CLERK Objective #: 87 OTHER FURNITURE

*Acquisition: P PURCHASED *Disposal: _____

Ledger? Y (Y/N)

*Asset Type: CMP COMPUTER EQUIPM Useful Life: 3 Years

Salvage %: 1 Salvage \$: 12 Cap Threshold: 5000

GASB Eligible? N (Y/N) Depreciate? N (Y/N)

Accumulated Depreciation: _____

Cap Value: 1150.46 Date: 8/10/2008

Remarks: _____

Enter=Accept *F4=Prompt F8=Transactions F10=Delete F12=Cancel/No Update

To: Amy G. Berry
Inventory Control Clerk

From: Amy Berry

Date:

Re: Inventory Control # CH 221
Description: Computer
S/N#: 2LX4KET

The inventory item referenced to above is delivered to you to be deleted from this department's inventory. Additionally, this item is no longer functioning properly to be useful to the County. Please remove this item from this department's inventory upon an order of the Board of Supervisors

[Signature]
Department Head

This is acknowledged receipt of the above inventory item on this the 25th day of April, 2019

[Signature]
Inventory Clerk

8/21/2018
FAOFCM
Delete:

FIXED ASSETS
Other Furniture/Equipment File Maintenance

13:15:05
GINGER
Key #: 2485

Description: COMPUTER (TOWER)

Location: PUBLIC COMPUTER CHANCERY CLERK'S OFFICE

Vendor: GLOBAL COMPUTER

Serial #: 2LX4KC1

Property #: CH221

Project #: _____

Current Value: 239.97

*Department #: 101 CHANCERY CLERK Objective #: 87 OTHER FURNITURE

*Acquisition: P PURCHASED *Disposal: _____

Ledger? Y (Y/N)

*Asset Type: COMP COMPUTER EQUIPM

Useful Life: 3 Years

Salvage %: 1 Salvage \$: 2

Cap Threshold: 5000

GASB Eligible? N (Y/N)

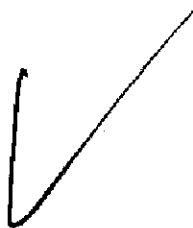
Depreciate? N (Y/N)

Accumulated Depreciation: _____

Cap Value: 239.97 Date: 4/10/2010

Remarks: _____

Enter=Accept *F4=Prompt F8=Transactions F10=Delete F12=Cancel/No Update



To: Amy G. Berry
Inventory Control Clerk

From: Amy Berry

Date:

Re: Inventory Control # CK 243
Description: Server
S/N#: EA5C10

The inventory item referenced to above is delivered to you to be deleted from this department's inventory. Additionally, this item is no longer functioning properly to be useful to the County. Please remove this item from this department's inventory upon an order of the Board of Supervisors

[Signature]
Department Head

This is acknowledged receipt of the above inventory item on this the 27th day of April, 2019

[Signature]
Inventory Clerk

8/21/2018
FAOFEM
Delete:

FIXED ASSETS
Other Furniture/Equipment File Maintenance

13:11:46
GINGER
Key #: 2788

Description: SERVER

Location: PRINTER ROOM-CHANCERY CLERK'S OFFICE

Vendor: COMMUNITY COUNSELING SERVICE Serial #: EA5CLD

Property #: CH-243 Project #: _____ Current Value: 1300.00

*Department #: 101 CHANCERY CLERK Objective #: 87 OTHER FURNITURE

*Acquisition: P PURCHASED *Disposal: _____

Ledger? Y (Y/N)

*Asset Type: CMP COMPUTER EQUIPM Useful Life: 3 Years

Salvage %: 1 Salvage \$: 13 Cap Threshold: 5000

GASB Eligible? N (Y/N) Depreciate? N (Y/N)

Accumulated Depreciation: _____

Cap Value: 1300.00 Date: 10/08/2013

Remarks: HEWLETT PACKARD PROLIANT SERVER

Enter=Accept *F4=Prompt F8=Transactions F10=Delete F12=Cancel/No Update

EXHIBIT F

Homestead Notice of Adjustment

DEPARTMENT OF REVENUE STATE OF MISSISSIPPI



Date: February 26, 2019
Letter ID: L0150670912
Period: December 31, 2018
Account #: 1027-8052



AMY GRAY BERRY
CLAY CO BOARD OF SUPERVISORS
PO BOX 815
WEST POINT MS 39773-0815

ANDERSON PAMELA B
1321 SEITZ ST
WEST POINT MS 397730000

Reimbursement Year: 2018

Parcel#: 081A308C 0150000

School District: West Point Consolidated School District

This is notice that the Department is making an adjustment to the County's Homestead Exemption reimbursement. The above applicant is not qualified for Homestead Exemption.

35. Applicant or applicant's spouse has failed to comply with the income tax laws of Mississippi. §27-33-63 (2)

If the applicant has any questions about an income tax debt, they may review their account information online through the Taxpayer Access Point at www.dor.ms.gov. If the applicant has any questions about residency status or does not have internet access, they may call 601-923-7618 for assistance.

Please complete the enclosed Notice Certification and forward to the appropriate offices as directed.

You may provide a copy of this notice to the applicant. Please note that the applicant must file any objection to this action with the Clerk of the CLAY County Board of Supervisors (Chancery Clerk's office), not the Department. The applicant has 30 days from the date of this letter to file the objection with the Clerk. If not filed in the time provided, the decision to disallow the applicants homestead exemption is final.

Sincerely,
Tax Administrator

Enclosure: Notice Certification

Indexing Instructions:

E 1/2 W 1/2 SW 1/4
Lot: Block:
S: 8 T: 17 R: 4

P.O. Box 1033 Jackson, MS 39215 Phone: (601) 923-7700 Fax: (601) 923-7714

Form # RL0011 v. v10.1

Visit www.dor.ms.gov for tax information and online filing. If you call, please have this letter with you.

Notice Certification

Date: February 26, 2019
Letter ID: L0150670912
Period: December 31, 2018


This certifies that the Board of Supervisors for CLAY County considered the Notice of the Department of Revenue of its disallowance of the Homestead Exemption for the below applicant. The Board entered into its minutes its determination concerning whether to accept or object to this action.

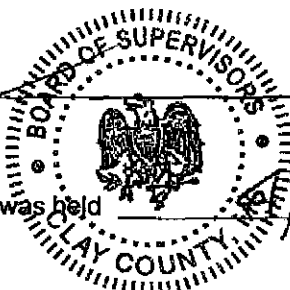
Applicant Name	Parcel #	School District
ANDERSON PAMELA B 1321 SEITZ ST WEST POINT MS 397730000	081A308C 0150000	West Point Consolidated School District

Agree and Accept

The Board has met and entered into its minutes an order directing that the CLAY County Tax Collector re-assess and list the above property as subject to all taxes. The tax is due and payable on or before the next February 1, following the date of this notice.

So certified and confirmed by the Clerk of the CLAY Board of Supervisors,

Clerk 
(Board Clerk Signature)



The meeting of the CLAY Board of Supervisors was held 2/25/2019
(Enter Date)

If in agreement, a copy of this completed document must be provided to the CLAY County Tax Collector.

Disagree and Object

The Board has met and entered into its minutes an order of its intent to file an objection with the Department of Revenue concerning this action.

So certified and confirmed by the Clerk of the CLAY Board of Supervisors,

Clerk _____
(Board Clerk Signature)

The meeting of the CLAY Board of Supervisors was held _____
(Enter Date)

If in disagreement, a copy of this completed document must be provided to the Department of Revenue, Office of Property Tax. A copy of the order of the Board of Supervisors providing the reason for the objection must be attached along with any documentation necessary to support the objection.

Homestead Notice of Adjustment

DEPARTMENT OF
REVENUE
STATE OF MISSISSIPPI



Date: February 26, 2019
Letter ID: L1546210880
Period: December 31, 2018
Account #: 1027-8052



AMY GRAY BERRY
CLAY CO BOARD OF SUPERVISORS
PO BOX 815
WEST POINT MS 39773-0815

BERRY STACY LANG
382 CREPE MYRTLE
WEST POINT MS 397730000

Reimbursement Year: 2018

Parcel#: 061C304C 0070000

School District: West Point Consolidated School District

This is notice that the Department is making an adjustment to the County's Homestead Exemption reimbursement. The above applicant is not qualified for Homestead Exemption.

35. Applicant or applicant's spouse has failed to comply with the income tax laws of Mississippi. §27-33-63 (2)

If the applicant has any questions about an income tax debt, they may review their account information online through the Taxpayer Access Point at www.dor.ms.gov. If the applicant has any questions about residency status or does not have internet access, they may call 601-923-7618 for assistance.

Please complete the enclosed Notice Certification and forward to the appropriate offices as directed.

You may provide a copy of this notice to the applicant. Please note that the applicant must file any objection to this action with the Clerk of the CLAY County Board of Supervisors (Chancery Clerk's office), not the Department. The applicant has 30 days from the date of this letter to file the objection with the Clerk. If not filed in the time provided, the decision to disallow the applicants homestead exemption is final.

Sincerely,
Tax Administrator

Enclosure: Notice Certification

Indexing Instructions:

PT NW 1/4 SW 1/4
Lot: _____ Block: _____
S: 14 T: 17 R: 0

P.O. Box 1033 Jackson, MS 39215 Phone: (601) 923-7700 Fax: (601) 923-7714

Form # rL0011 v. v10.1

Visit www.dor.ms.gov for tax information and online filing. If you call, please have this letter with you.

Notice Certification

Date: February 26, 2019
Letter ID: L1546210880
Period: December 31, 2018

This certifies that the Board of Supervisors for CLAY County considered the Notice of the Department of Revenue of its disallowance of the Homestead Exemption for the below applicant. The Board entered into its minutes its determination concerning whether to accept or object to this action.

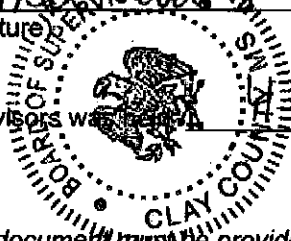
Applicant Name	Parcel #	School District
BERRY STACY LANG 382 CREPE MYRTLE WEST POINT MS 397730000	061C304C 0070000	West Point Consolidated School District

Agree and Accept

The Board has met and entered into its minutes an order directing that the CLAY County Tax Collector re-assess and list the above property as subject to all taxes. The tax is due and payable on or before the next February 1, following the date of this notice.

So certified and confirmed by the Clerk of the CLAY Board of Supervisors,

Clerk Amy Berry by Shamick D.C.
(Board Clerk Signature)



The meeting of the CLAY Board of Supervisors was held 29-19
(Enter Date)

If in agreement, a copy of this completed document must be provided to the CLAY County Tax Collector.

Disagree and Object

The Board has met and entered into its minutes an order of its intent to file an objection with the Department of Revenue concerning this action.

So certified and confirmed by the Clerk of the CLAY Board of Supervisors,

Clerk _____
(Board Clerk Signature)

The meeting of the CLAY Board of Supervisors was held _____
(Enter Date)

If in disagreement, a copy of this completed document must be provided to the Department of Revenue, Office of Property Tax. A copy of the order of the Board of Supervisors providing the reason for the objection must be attached along with any documentation necessary to support the objection.

Homestead Notice of Adjustment



Date: February 26, 2019
Letter ID: L0101068352
Period: December 31, 2018
Account #: 1027-8052



AMY GRAY BERRY
CLAY CO BOARD OF SUPERVISORS
PO BOX 815
WEST POINT MS 39773-0815

BRADSHAW JESSICA COOPERWOOD
4171 N TVA RD
WEST POINT MS 397730000

Reimbursement Year: 2018

Parcel#: 061 34 0162200

School District: West Point Consolidated School District

This is notice that the Department is making an adjustment to the County's Homestead Exemption reimbursement. The above applicant is not qualified for Homestead Exemption.

35. Applicant or applicant's spouse has failed to comply with the income tax laws of Mississippi. §27-33-63 (2)

If the applicant has any questions about an income tax debt, they may review their account information online through the Taxpayer Access Point at www.dor.ms.gov. If the applicant has any questions about residency status or does not have internet access, they may call 601-923-7618 for assistance.

Please complete the enclosed Notice Certification and forward to the appropriate offices as directed.

You may provide a copy of this notice to the applicant. Please note that the applicant must file any objection to this action with the Clerk of the CLAY County Board of Supervisors (Chancery Clerk's office), not the Department. The applicant has 30 days from the date of this letter to file the objection with the Clerk. If not filed in the time provided, the decision to disallow the applicants homestead exemption is final.

Sincerely,
Tax Administrator

Enclosure: Notice Certification

Indexing Instructions:

SW 1/4 NW 1/4 E
Lot: Block:
S: 34 T: 16 R: 6

P.O. Box 1033 Jackson, MS 39215 Phone: (601) 923-7700 Fax: (601) 923-7714

Form # R.D011 v. v10.1

Visit www.dor.ms.gov for tax information and online filing. If you call, please have this letter with you.

Notice Certification

Date: February 26, 2019
Letter ID: L0101068352
Period: December 31, 2018

This certifies that the Board of Supervisors for CLAY County considered the Notice of the Department of Revenue of its disallowance of the Homestead Exemption for the below applicant. The Board entered into its minutes its determination concerning whether to accept or object to this action.

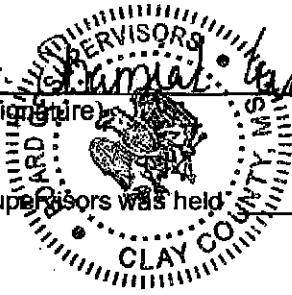
Applicant Name	Parcel #	School District
BRADSHAW JESSICA COOPERWOOD 4171 N TVA RD WEST POINT MS 397730000	061 34 0162200	West Point Consolidated School District

Agree and Accept

The Board has met and entered into its minutes an order directing that the CLAY County Tax Collector re-assess and list the above property as subject to all taxes. The tax is due and payable on or before the next February 1, following the date of this notice.

So certified and confirmed by the Clerk of the CLAY Board of Supervisors,

Clerk Amy Berry by:  Daniel Lyons D.C.
(Board Clerk Signature)



The meeting of the CLAY Board of Supervisors was held 4-29-19
(Enter Date)

If in agreement, a copy of this completed document must be provided to the CLAY County Tax Collector.

Disagree and Object

The Board has met and entered into its minutes an order of its intent to file an objection with the Department of Revenue concerning this action.

So certified and confirmed by the Clerk of the CLAY Board of Supervisors,

Clerk _____
(Board Clerk Signature)

The meeting of the CLAY Board of Supervisors was held _____
(Enter Date)

If in disagreement, a copy of this completed document must be provided to the Department of Revenue, Office of Property Tax. A copy of the order of the Board of Supervisors providing the reason for the objection must be attached along with any documentation necessary to support the objection.

Homestead Notice of Adjustment



Date: February 26, 2019
Letter ID: L1606719040
Period: December 31, 2018
Account #: 1027-8052



AMY GRAY BERRY
CLAY CO BOARD OF SUPERVISORS
PO BOX 815
WEST POINT MS 39773-0815

BROWNLEE TREVIA SHANTELE
826 GROVE STREET
WEST POINT MS 397730000

Reimbursement Year: 2018

Parcel#: 083C314D 0100000

School District: West Point Consolidated School District

This is notice that the Department is making an adjustment to the County's Homestead Exemption reimbursement. The above applicant is not qualified for Homestead Exemption.

35. Applicant or applicant's spouse has failed to comply with the income tax laws of Mississippi. §27-33-63 (2)

If the applicant has any questions about an income tax debt, they may review their account information online through the Taxpayer Access Point at www.dor.ms.gov. If the applicant has any questions about residency status or does not have internet access, they may call 601-923-7618 for assistance.

Please complete the enclosed Notice Certification and forward to the appropriate offices as directed.

You may provide a copy of this notice to the applicant. Please note that the applicant must file any objection to this action with the Clerk of the CLAY County Board of Supervisors (Chancery Clerk's office), not the Department. The applicant has 30 days from the date of this letter to file the objection with the Clerk. If not filed in the time provided, the decision to disallow the applicants homestead exemption is final.

Sincerely,
Tax Administrator

Enclosure: Notice Certification

Indexing Instructions:

Lot: 8 Block: 31
S: T: R:

P.O. Box 1033 Jackson, MS 39215 Phone: (601) 923-7700 Fax: (601) 923-7714

Form # rL0011 v. v10.1

Visit www.dor.ms.gov for tax information and online filing. If you call, please have this letter with you.

Notice Certification

Date: February 26, 2019
Letter ID: L1606719040
Period: December 31, 2018

This certifies that the Board of Supervisors for CLAY County considered the Notice of the Department of Revenue of its disallowance of the Homestead Exemption for the below applicant. The Board entered into its minutes its determination concerning whether to accept or object to this action.

Applicant Name	Parcel #	School District
BROWNLEE TREVIA SHANTELE 826 GROVE STREET WEST POINT MS 397730000	083C314D 0100000	West Point Consolidated School District

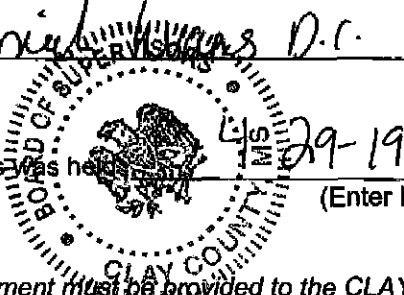
Agree and Accept

The Board has met and entered into its minutes an order directing that the CLAY County Tax Collector re-assess and list the above property as subject to all taxes. The tax is due and payable on or before the next February 1, following the date of this notice.

So certified and confirmed by the Clerk of the CLAY Board of Supervisors,

Clerk Amy Berry by: Shamir Williams D.C.
(Board Clerk Signature)

The meeting of the CLAY Board of Supervisors was held 2-29-19
(Enter Date)



If in agreement, a copy of this completed document must be provided to the CLAY County Tax Collector.

Disagree and Object

The Board has met and entered into its minutes an order of its intent to file an objection with the Department of Revenue concerning this action.

So certified and confirmed by the Clerk of the CLAY Board of Supervisors,

Clerk _____
(Board Clerk Signature)

The meeting of the CLAY Board of Supervisors was held _____
(Enter Date)

If in disagreement, a copy of this completed document must be provided to the Department of Revenue, Office of Property Tax. A copy of the order of the Board of Supervisors providing the reason for the objection must be attached along with any documentation necessary to support the objection.

Homestead Notice of Adjustment

DEPARTMENT OF
REVENUE
STATE OF MISSISSIPPI



Date: February 26, 2019
Letter ID: L1367297600
Period: December 31, 2018
Account #: 1027-8052



AMY GRAY BERRY
CLAY CO BOARD OF SUPERVISORS
PO BOX 815
WEST POINT MS 39773-0815

BYNUM WILLIAM
541 SMITH ST
WEST POINT MS 397730000

Reimbursement Year: 2018

Parcel#: 083C214H 0270000

School District: West Point Consolidated School District

This is notice that the Department is making an adjustment to the County's Homestead Exemption reimbursement. The above applicant is not qualified for Homestead Exemption.

35. Applicant or applicant's spouse has failed to comply with the income tax laws of Mississippi. §27-33-63 (2)

If the applicant has any questions about an income tax debt, they may review their account information online through the Taxpayer Access Point at www.dor.ms.gov. If the applicant has any questions about residency status or does not have internet access, they may call 601-923-7618 for assistance.

Please complete the enclosed Notice Certification and forward to the appropriate offices as directed.

You may provide a copy of this notice to the applicant. Please note that the applicant must file any objection to this action with the Clerk of the CLAY County Board of Supervisors (Chancery Clerk's office), not the Department. The applicant has 30 days from the date of this letter to file the objection with the Clerk. If not filed in the time provided, the decision to disallow the applicants homestead exemption is final.

Sincerely,
Tax Administrator

Enclosure: Notice Certification

Indexing Instructions:

SE PT
Lot: 7 Block: 51
S: T: R:

P.O. Box 1033 Jackson, MS 39215 Phone: (601) 923-7700 Fax: (601) 923-7714

Form # RL0011 v. v10.1

Visit www.dor.ms.gov for tax information and online filing. If you call, please have this letter with you.

Notice Certification

Date: February 26, 2019
Letter ID: L1367297600
Period: December 31, 2018

This certifies that the Board of Supervisors for CLAY County considered the Notice of the Department of Revenue of its disallowance of the Homestead Exemption for the below applicant. The Board entered into its minutes its determination concerning whether to accept or object to this action.

Applicant Name	Parcel #	School District
BYNUM WILLIAM 541 SMITH ST WEST POINT MS 397730000	083C214H 0270000	West Point Consolidated School District

Agree and Accept

The Board has met and entered into its minutes an order directing that the CLAY County Tax Collector re-assess and list the above property as subject to all taxes. The tax is due and payable on or before the next February 1, following the date of this notice.

So certified and confirmed by the Clerk of the CLAY Board of Supervisors,

Clerk Amy Berry by Shumaila Lewis D.C.
(Board Clerk Signature)

The meeting of the CLAY Board of Supervisors was held 2-29-19
(Enter Date)

If in agreement, a copy of this completed document must be provided to the CLAY County Tax Collector.

Disagree and Object

The Board has met and entered into its minutes an order of its intent to file an objection with the Department of Revenue concerning this action.

So certified and confirmed by the Clerk of the CLAY Board of Supervisors,

Clerk _____
(Board Clerk Signature)

The meeting of the CLAY Board of Supervisors was held _____
(Enter Date)

If in disagreement, a copy of this completed document must be provided to the Department of Revenue, Office of Property Tax. A copy of the order of the Board of Supervisors providing the reason for the objection must be attached along with any documentation necessary to support the objection.

Homestead Notice of Adjustment



Date: February 26, 2019
Letter ID: L0039827008
Period: December 31, 2018
Account #: 1027-8052



AMY GRAY BERRY
CLAY CO BOARD OF SUPERVISORS
PO BOX 815
WEST POINT MS 39773-0815

CARMICHAEL KENNETH C
5839 GEORGE RD
MANTEE MS 397510000

Reimbursement Year: 2018

Parcel#: 040 20 0040000

School District: West Point Consolidated School District

This is notice that the Department is making an adjustment to the County's Homestead Exemption reimbursement. The above applicant is not qualified for Homestead Exemption.

35. Applicant or applicant's spouse has failed to comply with the income tax laws of Mississippi. §27-33-63 (2)

If the applicant has any questions about an income tax debt, they may review their account information online through the Taxpayer Access Point at www.dor.ms.gov. If the applicant has any questions about residency status or does not have internet access, they may call 601-923-7618 for assistance.

Please complete the enclosed Notice Certification and forward to the appropriate offices as directed.

You may provide a copy of this notice to the applicant. Please note that the applicant must file any objection to this action with the Clerk of the CLAY County Board of Supervisors (Chancery Clerk's office), not the Department. The applicant has 30 days from the date of this letter to file the objection with the Clerk. If not filed in the time provided, the decision to disallow the applicants homestead exemption is final.

Sincerely,
Tax Administrator

Enclosure: Notice Certification

Indexing Instructions:

SE 1/4 NE 1/4
Lot: Block:
S: 20 T: 16 R: 3

P.O. Box 1033 Jackson, MS 39215 Phone: (601) 923-7700 Fax: (601) 923-7714

Form # RL0011 v. v10.1

Visit www.dor.ms.gov for tax information and online filing. If you call, please have this letter with you.

Notice Certification

Date: February 26, 2019
Letter ID: L0039827008
Period: December 31, 2018

This certifies that the Board of Supervisors for CLAY County considered the Notice of the Department of Revenue of its disallowance of the Homestead Exemption for the below applicant. The Board entered into its minutes its determination concerning whether to accept or object to this action.

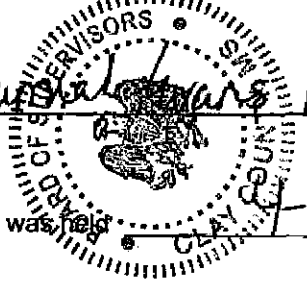
Applicant Name	Parcel #	School District
CARMICHAEL KENNETH C 5839 GEORGE RD MANTEE MS 397510000	040 20 0040000	West Point Consolidated School District

Agree and Accept

The Board has met and entered into its minutes an order directing that the CLAY County Tax Collector re-assess and list the above property as subject to all taxes. The tax is due and payable on or before the next February 1, following the date of this notice.

So certified and confirmed by the Clerk of the CLAY Board of Supervisors,

Clerk Amy Berry by: Shushila D.C.
(Board Clerk Signature)



The meeting of the CLAY Board of Supervisors was held Feb 29-19
(Enter Date)

If in agreement, a copy of this completed document must be provided to the CLAY County Tax Collector.

Disagree and Object

The Board has met and entered into its minutes an order of its intent to file an objection with the Department of Revenue concerning this action.

So certified and confirmed by the Clerk of the CLAY Board of Supervisors,

Clerk _____
(Board Clerk Signature)

The meeting of the CLAY Board of Supervisors was held _____
(Enter Date)

If in disagreement, a copy of this completed document must be provided to the Department of Revenue, Office of Property Tax. A copy of the order of the Board of Supervisors providing the reason for the objection must be attached along with any documentation necessary to support the objection.

Homestead Notice of Adjustment

DEPARTMENT OF
REVENUE
STATE OF MISSISSIPPI



Date: February 26, 2019
Letter ID: L1676791360
Period: December 31, 2018
Account #: 1027-8052



AMY GRAY BERRY
CLAY CO BOARD OF SUPERVISORS
PO BOX 815
WEST POINT MS 39773-0815

DAVIS WALTER LEE
1288 PINE GROVE RD
CEDAR BLUFF MS 397410000

Reimbursement Year: 2018

Parcel#: 078 08 0300000

School District: West Point Consolidated School District

This is notice that the Department is making an adjustment to the County's Homestead Exemption reimbursement. The above applicant is not qualified for Homestead Exemption.

35. Applicant or applicant's spouse has failed to comply with the income tax laws of Mississippi. §27-33-63 (2)

If the applicant has any questions about an income tax debt, they may review their account information online through the Taxpayer Access Point at www.dor.ms.gov. If the applicant has any questions about residency status or does not have internet access, they may call 601-923-7618 for assistance.

Please complete the enclosed Notice Certification and forward to the appropriate offices as directed.

You may provide a copy of this notice to the applicant. Please note that the applicant must file any objection to this action with the Clerk of the CLAY County Board of Supervisors (Chancery Clerk's office), not the Department. The applicant has 30 days from the date of this letter to file the objection with the Clerk. If not filed in the time provided, the decision to disallow the applicants homestead exemption is final.

Sincerely,
Tax Administrator

Enclosure: Notice Certification

Indexing Instructions:

SN 7/4 NE 1/4
Lot: _____ Block: _____
S: 8 T: 17 R: 5

P.O. Box 1033 Jackson, MS 39215 Phone: (601) 923-7700 Fax: (601) 923-7714

Form # rt.0011 v. v10.1

Visit www.dor.ms.gov for tax information and online filing. If you call, please have this letter with you.

Notice Certification

Date: February 26, 2019
Letter ID: L1676791360
Period: December 31, 2018

This certifies that the Board of Supervisors for CLAY County considered the Notice of the Department of Revenue of its disallowance of the Homestead Exemption for the below applicant. The Board entered into its minutes its determination concerning whether to accept or object to this action.

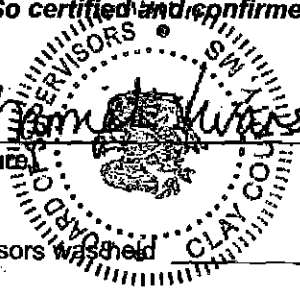
Applicant Name	Parcel #	School District
DAVIS WALTER LEE 1288 PINE GROVE RD CEDAR BLUFF MS 397410000	078 08 0300000	West Point Consolidated School District

Agree and Accept

The Board has met and entered into its minutes an order directing that the CLAY County Tax Collector re-assess and list the above property as subject to all taxes. The tax is due and payable on or before the next February 1, following the date of this notice.

So certified and confirmed by the Clerk of the CLAY Board of Supervisors,

Clerk Amy Berry by: Shamet Lewis D.C.
(Board Clerk Signature)



The meeting of the CLAY Board of Supervisors was held 4-29-19
(Enter Date)

If in agreement, a copy of this completed document must be provided to the CLAY County Tax Collector.

Disagree and Object

The Board has met and entered into its minutes an order of its intent to file an objection with the Department of Revenue concerning this action.

So certified and confirmed by the Clerk of the CLAY Board of Supervisors,

Clerk _____
(Board Clerk Signature)

The meeting of the CLAY Board of Supervisors was held _____
(Enter Date)

If in disagreement, a copy of this completed document must be provided to the Department of Revenue, Office of Property Tax. A copy of the order of the Board of Supervisors providing the reason for the objection must be attached along with any documentation necessary to support the objection.



Date: February 26, 2019
Letter ID: L1447540288
Period: December 31, 2018
Account #: 1027-8052



AMY GRAY BERRY
CLAY CO BOARD OF SUPERVISORS
PO BOX 815
WEST POINT MS 39773-0815

DAVIS WILLIE C
829 HILL ST
WEST POINT MS 397730000

Reimbursement Year: 2018

Parcel#: 083B211C 0890000

School District: West Point Consolidated School District

This is notice that the Department is making an adjustment to the County's Homestead Exemption reimbursement. The above applicant is not qualified for Homestead Exemption.

35. Applicant or applicant's spouse has failed to comply with the income tax laws of Mississippi. §27-33-63 (2)

If the applicant has any questions about an income tax debt, they may review their account information online through the Taxpayer Access Point at www.dor.ms.gov. If the applicant has any questions about residency status or does not have internet access, they may call 601-923-7618 for assistance.

Please complete the enclosed Notice Certification and forward to the appropriate offices as directed.

You may provide a copy of this notice to the applicant. Please note that the applicant must file any objection to this action with the Clerk of the CLAY County Board of Supervisors (Chancery Clerk's office), not the Department. The applicant has 30 days from the date of this letter to file the objection with the Clerk. If not filed in the time provided, the decision to disallow the applicants homestead exemption is final.

Sincerely,
Tax Administrator

Enclosure: Notice Certification

Indexing Instructions:

W. C.athersby & McCord Sub

Lot: 10, 11, 12 Block: 1

S: _____ T: _____ R: _____

P.O. Box 1033 Jackson, MS 39215 Phone: (601) 923-7700 Fax: (601) 923-7714

Form # rLD011 v. v10.1

Visit www.dor.ms.gov for tax information and online filing. If you call, please have this letter with you.

Notice Certification

Date: February 26, 2019
Letter ID: L1447540288
Period: December 31, 2018

This certifies that the Board of Supervisors for CLAY County considered the Notice of the Department of Revenue of its disallowance of the Homestead Exemption for the below applicant. The Board entered into its minutes its determination concerning whether to accept or object to this action.

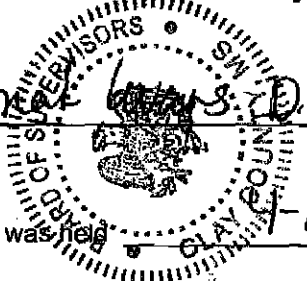
Applicant Name	Parcel #	School District
DAVIS WILLIE C 829 HILL ST WEST POINT MS 397730000	083B211C 0890000	West Point Consolidated School District

Agree and Accept

The Board has met and entered into its minutes an order directing that the CLAY County Tax Collector re-assess and list the above property as subject to all taxes. The tax is due and payable on or before the next February 1, following the date of this notice.

So certified and confirmed by the Clerk of the CLAY Board of Supervisors,

Clerk Amy Berry by: Shameka Lewis, D.C.
(Board Clerk Signature)



The meeting of the CLAY Board of Supervisors was held _____
(Enter Date)

If in agreement, a copy of this completed document must be provided to the CLAY County Tax Collector.

Disagree and Object

The Board has met and entered into its minutes an order of its intent to file an objection with the Department of Revenue concerning this action.

So certified and confirmed by the Clerk of the CLAY Board of Supervisors,

Clerk _____
(Board Clerk Signature)

The meeting of the CLAY Board of Supervisors was held _____
(Enter Date)

If in disagreement, a copy of this completed document must be provided to the Department of Revenue, Office of Property Tax. A copy of the order of the Board of Supervisors providing the reason for the objection must be attached along with any documentation necessary to support the objection.

Homestead Notice of Adjustment

DEPARTMENT OF REVENUE STATE OF MISSISSIPPI



Date: February 26, 2019
Letter ID: L0849251904
Period: December 31, 2018
Account #: 1027-8052



AMY GRAY BERRY
CLAY CO BOARD OF SUPERVISORS
PO BOX 815
WEST POINT MS 39773-0815

DESANTIS ANDREW C
31071 HWY 50 E
WEST POINT MS 397730000

Reimbursement Year: 2018

Parcel#: 085B 09A 0240000

School District: West Point Consolidated School District

This is notice that the Department is making an adjustment to the County's Homestead Exemption reimbursement. The above applicant is not qualified for Homestead Exemption.

02. Applicant or applicant's spouse claims to be a resident of another state when assessed with income tax. §27-33-63 (2)

If the applicant has any questions about an income tax debt, they may review their account information online through the Taxpayer Access Point at www.dor.ms.gov. If the applicant has any questions about residency status or does not have internet access, they may call 601-923-7618 for assistance.

Please complete the enclosed Notice Certification and forward to the appropriate offices as directed.

You may provide a copy of this notice to the applicant. Please note that the applicant must file any objection to this action with the Clerk of the CLAY County Board of Supervisors (Chancery Clerk's office), not the Department. The applicant has 30 days from the date of this letter to file the objection with the Clerk. If not filed in the time provided, the decision to disallow the applicants homestead exemption is final.

Sincerely,
Tax Administrator

Enclosure: Notice Certification

Indexing Instructions:
W 1/2 SE 1/4 LESS ROW & PT
Lot: Block:
S: 9 T: 17 R: 7

P.O. Box 1033 Jackson, MS 39215 Phone: (601) 923-7700 Fax: (601) 923-7714

Form # rL0011 v. v10.1

Visit www.dor.ms.gov for tax information and online filing. If you call, please have this letter with you.

Notice Certification

Date: February 26, 2019
Letter ID: L0849251904
Period: December 31, 2018

This certifies that the Board of Supervisors for CLAY County considered the Notice of the Department of Revenue of its disallowance of the Homestead Exemption for the below applicant. The Board entered into its minutes its determination concerning whether to accept or object to this action.

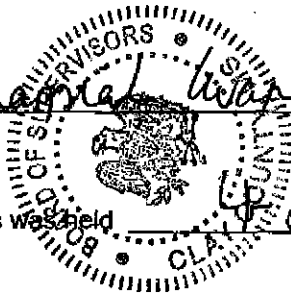
Applicant Name	Parcel #	School District
DESANTIS ANDREW C 31071 HWY 50 E WEST POINT MS 397730000	085B 09A 0240000	West Point Consolidated School District

Agree and Accept

The Board has met and entered into its minutes an order directing that the CLAY County Tax Collector re-assess and list the above property as subject to all taxes. The tax is due and payable on or before the next February 1, following the date of this notice.

So certified and confirmed by the Clerk of the CLAY Board of Supervisors,

Clerk Ang Berry by: Ingrid Wells D.C.
(Board Clerk Signature)



The meeting of the CLAY Board of Supervisors was held 4-29-19
(Enter Date)

If in agreement, a copy of this completed document must be provided to the CLAY County Tax Collector.

Disagree and Object

The Board has met and entered into its minutes an order of its intent to file an objection with the Department of Revenue concerning this action.

So certified and confirmed by the Clerk of the CLAY Board of Supervisors,

Clerk _____
(Board Clerk Signature)

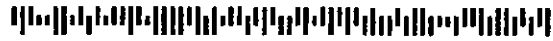
The meeting of the CLAY Board of Supervisors was held _____
(Enter Date)

If in disagreement, a copy of this completed document must be provided to the Department of Revenue, Office of Property Tax. A copy of the order of the Board of Supervisors providing the reason for the objection must be attached along with any documentation necessary to support the objection.

Homestead Notice of Adjustment



Date: February 26, 2019
Letter ID: L0169692736
Period: December 31, 2018
Account #: 1027-8052



AMY GRAY BERRY
CLAY CO BOARD OF SUPERVISORS
PO BOX 815
WEST POINT MS 39773-0815

DRAKE LINDA
6702 COMMUNITY CENTER RD
WEST POINT MS 397730000

Reimbursement Year: 2018

Parcel#: 113 10 0470300

School District: West Point Consolidated School District

This is notice that the Department is making an adjustment to the County's Homestead Exemption reimbursement. The above applicant is not qualified for Homestead Exemption.

35. Applicant or applicant's spouse has failed to comply with the income tax laws of Mississippi. §27-33-63 (2)

If the applicant has any questions about an income tax debt, they may review their account information online through the Taxpayer Access Point at www.dor.ms.gov. If the applicant has any questions about residency status or does not have internet access, they may call 601-923-7618 for assistance.

Please complete the enclosed Notice Certification and forward to the appropriate offices as directed.

You may provide a copy of this notice to the applicant. Please note that the applicant must file any objection to this action with the Clerk of the CLAY County Board of Supervisors (Chancery Clerk's office), not the Department. The applicant has 30 days from the date of this letter to file the objection with the Clerk. If not filed in the time provided, the decision to disallow the applicants homestead exemption is final.

Sincerely,
Tax Administrator

Enclosure: Notice Certification

Indexing Instructions:

NE 14 SW 14
Lot: _____ Block: _____
S: 10 T: 19 R: 16

P.O. Box 1033 Jackson, MS 39215 Phone: (601) 923-7700 Fax: (601) 923-7714

Form # RL0011 v. v10.1

Visit www.dor.ms.gov for tax information and online filing. If you call, please have this letter with you.

Notice Certification

Date: February 26, 2019
Letter ID: L0169692736
Period: December 31, 2018

This certifies that the Board of Supervisors for CLAY County considered the Notice of the Department of Revenue of its disallowance of the Homestead Exemption for the below applicant. The Board entered into its minutes its determination concerning whether to accept or object to this action.

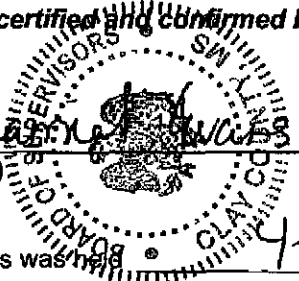
Applicant Name	Parcel #	School District
DRAKE LINDA 6702 COMMUNITY CENTER RD WEST POINT MS 397730000	113 10 0470300	West Point Consolidated School District

Agree and Accept

The Board has met and entered into its minutes an order directing that the CLAY County Tax Collector re-assess and list the above property as subject to all taxes. The tax is due and payable on or before the next February 1, following the date of this notice.

So certified and confirmed by the Clerk of the CLAY Board of Supervisors,

Clerk Amy Berry by [Signature] D.C.
(Board Clerk Signature)



The meeting of the CLAY Board of Supervisors was held 4-29-19
(Enter Date)

If in agreement, a copy of this completed document must be provided to the CLAY County Tax Collector.

Disagree and Object

The Board has met and entered into its minutes an order of its intent to file an objection with the Department of Revenue concerning this action.

So certified and confirmed by the Clerk of the CLAY Board of Supervisors,

Clerk _____
(Board Clerk Signature)

The meeting of the CLAY Board of Supervisors was held _____
(Enter Date)

If in disagreement, a copy of this completed document must be provided to the Department of Revenue, Office of Property Tax. A copy of the order of the Board of Supervisors providing the reason for the objection must be attached along with any documentation necessary to support the objection.

Homestead Notice of Adjustment

DEPARTMENT OF
REVENUE
STATE OF MISSISSIPPI



Date: February 26, 2019
Letter ID: L0327456320
Period: December 31, 2018
Account #: 1027-8052



AMY GRAY BERRY
CLAY CO BOARD OF SUPERVISORS
PO BOX 815
WEST POINT MS 39773-0815

DUNCAN WILLIAM THOMAS
795 W HAZELWOOD RD
WEST POINT MS 397730000

Reimbursement Year: 2018

Parcel#: 061 34 0040200

School District: West Point Consolidated School District

This is notice that the Department is making an adjustment to the County's Homestead Exemption reimbursement. The above applicant is not qualified for Homestead Exemption.

35. Applicant or applicant's spouse has failed to comply with the income tax laws of Mississippi. §27-33-63 (2)

If the applicant has any questions about an income tax debt, they may review their account information online through the Taxpayer Access Point at www.dor.ms.gov. If the applicant has any questions about residency status or does not have internet access, they may call 601-923-7618 for assistance.

Please complete the enclosed Notice Certification and forward to the appropriate offices as directed.

You may provide a copy of this notice to the applicant. Please note that the applicant must file any objection to this action with the Clerk of the CLAY County Board of Supervisors (Chancery Clerk's office), not the Department. The applicant has 30 days from the date of this letter to file the objection with the Clerk. If not filed in the time provided, the decision to disallow the applicants homestead exemption is final.

Sincerely,
Tax Administrator

Enclosure: Notice Certification

Indexing Instructions:

NE 1/4 NE 1/4 NW 1/4

Lot: _____ Block: _____

S: 34 T: 16 R: 06

P.O. Box 1033 Jackson, MS 39215 Phone: (601) 923-7700 Fax: (601) 923-7714

Form # R0011 v. v10.1

Visit www.dor.ms.gov for tax information and online filing. If you call, please have this letter with you.

Notice Certification

Date: February 26, 2019
Letter ID: L0327456320
Period: December 31, 2018

This certifies that the Board of Supervisors for CLAY County considered the Notice of the Department of Revenue of its disallowance of the Homestead Exemption for the below applicant. The Board entered into its minutes its determination concerning whether to accept or object to this action.

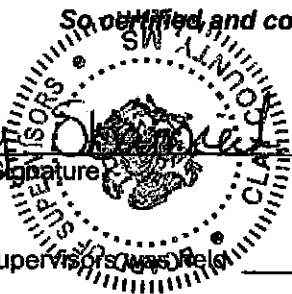
Applicant Name	Parcel #	School District
DUNCAN WILLIAM THOMAS 795 W HAZELWOOD RD WEST POINT MS 397730000	061 34 0040200	West Point Consolidated School District

Agree and Accept

The Board has met and entered into its minutes an order directing that the CLAY County Tax Collector re-assess and list the above property as subject to all taxes. The tax is due and payable on or before the next February 1, following the date of this notice.

So certified and confirmed by the Clerk of the CLAY Board of Supervisors,

Clerk Amy Berry Wang D.C.
(Board Clerk Signature)



The meeting of the CLAY Board of Supervisors was held 4-29-19
(Enter Date)

If in agreement, a copy of this completed document must be provided to the CLAY County Tax Collector.

Disagree and Object

The Board has met and entered into its minutes an order of its intent to file an objection with the Department of Revenue concerning this action.

So certified and confirmed by the Clerk of the CLAY Board of Supervisors,

Clerk _____
(Board Clerk Signature)

The meeting of the CLAY Board of Supervisors was held _____
(Enter Date)

If in disagreement, a copy of this completed document must be provided to the Department of Revenue, Office of Property Tax. A copy of the order of the Board of Supervisors providing the reason for the objection must be attached along with any documentation necessary to support the objection.

Homestead Notice of Adjustment

DEPARTMENT OF
REVENUE
STATE OF MISSISSIPPI



Date: February 26, 2019
Letter ID: L1299910208
Period: December 31, 2018
Account #: 1027-8052



|||
AMY GRAY BERRY
CLAY CO BOARD OF SUPERVISORS
PO BOX 815
WEST POINT MS 39773-0815

FOWLER GEORGE THOMAS
8550 OLD HWY 10
CEDAR BLUFF MS 397410000

Reimbursement Year: 2018

Parcel#: 079 09 0200000

School District: West Point Consolidated School District

This is notice that the Department is making an adjustment to the County's Homestead Exemption reimbursement. The above applicant is not qualified for Homestead Exemption.

35. Applicant or applicant's spouse has failed to comply with the income tax laws of Mississippi. §27-33-63 (2)

If the applicant has any questions about an income tax debt, they may review their account information online through the Taxpayer Access Point at www.dor.ms.gov. If the applicant has any questions about residency status or does not have internet access, they may call 601-923-7618 for assistance.

Please complete the enclosed Notice Certification and forward to the appropriate offices as directed.

You may provide a copy of this notice to the applicant. Please note that the applicant must file any objection to this action with the Clerk of the CLAY County Board of Supervisors (Chancery Clerk's office), not the Department. The applicant has 30 days from the date of this letter to file the objection with the Clerk. If not filed in the time provided, the decision to disallow the applicants homestead exemption is final.

Sincerely,
Tax Administrator

Enclosure: Notice Certification

Indexing Instructions:

SE 1/4 NE 1/4 SE 1/4
Lot: _____ Block: _____
S: 9 T: 17 R: 5

P.O. Box 1033 Jackson, MS 39215 Phone: (601) 923-7700 Fax: (601) 923-7714

Form # rL0011 v. v10.1

Visit www.dor.ms.gov for tax information and online filing. If you call, please have this letter with you.

Notice Certification

Date: February 26, 2019
Letter ID: L1299910208
Period: December 31, 2018

This certifies that the Board of Supervisors for CLAY County considered the Notice of the Department of Revenue of its disallowance of the Homestead Exemption for the below applicant. The Board entered into its minutes its determination concerning whether to accept or object to this action.

Applicant Name	Parcel #	School District
FOWLER GEORGE THOMAS 8550 OLD HWY 10 CEDAR BLUFF MS 397410000	079 09 0200000	West Point Consolidated School District

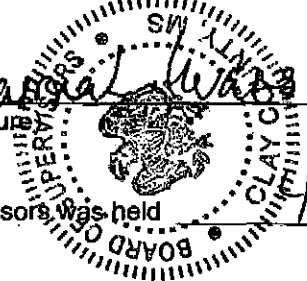
Agree and Accept

The Board has met and entered into its minutes an order directing that the CLAY County Tax Collector re-assess and list the above property as subject to all taxes. The tax is due and payable on or before the next February 1, following the date of this notice.

So certified and confirmed by the Clerk of the CLAY Board of Supervisors,

Clerk Amy Berry by: Sharral White DC.
 (Board Clerk Signature)

The meeting of the CLAY Board of Supervisors was held 2-29-19
 (Enter Date)



If in agreement, a copy of this completed document must be provided to the CLAY County Tax Collector.

Disagree and Object

The Board has met and entered into its minutes an order of its intent to file an objection with the Department of Revenue concerning this action.

So certified and confirmed by the Clerk of the CLAY Board of Supervisors,

Clerk _____
(Board Clerk Signature)

The meeting of the CLAY Board of Supervisors was held _____
(Enter Date)

If in disagreement, a copy of this completed document must be provided to the Department of Revenue, Office of Property Tax. A copy of the order of the Board of Supervisors providing the reason for the objection must be attached along with any documentation necessary to support the objection.

Homestead Notice of Adjustment



Date: February 26, 2019
Letter ID: L0987156032
Period: December 31, 2018
Account #: 1027-8052



AMY GRAY BERRY
CLAY CO BOARD OF SUPERVISORS
PO BOX 815
WEST POINT MS 39773-0815

GASTON ROBERT
910 COOPERWOOD ST
WEST POINT MS 397730000

Reimbursement Year: 2018

Parcel#: 081 08 0023700

School District: West Point Consolidated School District

This is notice that the Department is making an adjustment to the County's Homestead Exemption reimbursement. The above applicant is not qualified for Homestead Exemption.

35. Applicant or applicant's spouse has failed to comply with the income tax laws of Mississippi. §27-33-63 (2)

If the applicant has any questions about an income tax debt, they may review their account information online through the Taxpayer Access Point at www.dor.ms.gov. If the applicant has any questions about residency status or does not have internet access, they may call 601-923-7618 for assistance.

Please complete the enclosed Notice Certification and forward to the appropriate offices as directed.

You may provide a copy of this notice to the applicant. Please note that the applicant must file any objection to this action with the Clerk of the CLAY County Board of Supervisors (Chancery Clerk's office), not the Department. The applicant has 30 days from the date of this letter to file the objection with the Clerk. If not filed in the time provided, the decision to disallow the applicants homestead exemption is final.

Sincerely,
Tax Administrator

Enclosure: Notice Certification

Indexing Instructions:

SW 1/4 NE 1/4
Lot: Block:
S: 8 T: 17 R: 4

P.O. Box 1033 Jackson, MS 39215 Phone: (601) 923-7700 Fax: (601) 923-7714

Form # rL0011 v. v10.1

Visit www.dor.ms.gov for tax information and online filing. If you call, please have this letter with you.

Notice Certification

Date: February 26, 2019
Letter ID: L0987156032
Period: December 31, 2018

This certifies that the Board of Supervisors for CLAY County considered the Notice of the Department of Revenue of its disallowance of the Homestead Exemption for the below applicant. The Board entered into its minutes its determination concerning whether to accept or object to this action.

Applicant Name	Parcel #	School District
GASTON ROBERT 910 COOPERWOOD ST WEST POINT MS 397730000	081 08 0023700	West Point Consolidated School District

Agree and Accept

The Board has met and entered into its minutes an order directing that the CLAY County Tax Collector re-assess and list the above property as subject to all taxes. The tax is due and payable on or before the next February 1, following the date of this notice.

So certified and confirmed by the Clerk of the CLAY Board of Supervisors,

Clerk Amy Berry by: Shanice L. Little D.C.
(Board Clerk Signature)

The meeting of the CLAY Board of Supervisors was held 4-29-19
(Enter Date)

If in agreement, a copy of this completed document must be provided to the CLAY County Tax Collector.

Disagree and Object

The Board has met and entered into its minutes an order of its intent to file an objection with the Department of Revenue concerning this action.

So certified and confirmed by the Clerk of the CLAY Board of Supervisors,

Clerk _____
(Board Clerk Signature)

The meeting of the CLAY Board of Supervisors was held _____
(Enter Date)

If in disagreement, a copy of this completed document must be provided to the Department of Revenue, Office of Property Tax. A copy of the order of the Board of Supervisors providing the reason for the objection must be attached along with any documentation necessary to support the objection.

Homestead Notice of Adjustment



Date: February 26, 2019
Letter ID: L0936496704
Period: December 31, 2018
Account #: 1027-8052



AMY GRAY BERRY
CLAY CO BOARD OF SUPERVISORS
PO BOX 815
WEST POINT MS 39773-0815

GIBSON TIMEKA LATASHIA
3442 E TIBBEE RD
WEST POINT MS 397730000

Reimbursement Year: 2018

Parcel#: 113 10 0200000

School District: West Point Consolidated School District

This is notice that the Department is making an adjustment to the County's Homestead Exemption reimbursement. The above applicant is not qualified for Homestead Exemption.

35. Applicant or applicant's spouse has failed to comply with the income tax laws of Mississippi. §27-33-63 (2)

If the applicant has any questions about an income tax debt, they may review their account information online through the Taxpayer Access Point at www.dor.ms.gov. If the applicant has any questions about residency status or does not have internet access, they may call 601-923-7618 for assistance.

Please complete the enclosed Notice Certification and forward to the appropriate offices as directed.

You may provide a copy of this notice to the applicant. Please note that the applicant must file any objection to this action with the Clerk of the CLAY County Board of Supervisors (Chancery Clerk's office), not the Department. The applicant has 30 days from the date of this letter to file the objection with the Clerk. If not filed in the time provided, the decision to disallow the applicants homestead exemption is final.

Sincerely,
Tax Administrator

Enclosure: Notice Certification

Indexing Instructions:

N 1/2 SE 1/4 SW 1/4
Lot: Block:
S: 10 T: 19 R: 16

P.O. Box 1033 Jackson, MS 39215 Phone: (601) 923-7700 Fax: (601) 923-7714

Form # R0011 v. v10.1

Visit www.dor.ms.gov for tax information and online filing. If you call, please have this letter with you.

Notice Certification

Date: February 26, 2019
Letter ID: L0936496704
Period: December 31, 2018

This certifies that the Board of Supervisors for CLAY County considered the Notice of the Department of Revenue of its disallowance of the Homestead Exemption for the below applicant. The Board entered into its minutes its determination concerning whether to accept or object to this action.

Applicant Name	Parcel #	School District
GIBSON TIMEKA LATASHIA 3442 E TIBBEE RD WEST POINT MS 397730000	113 10 0200000	West Point Consolidated School District

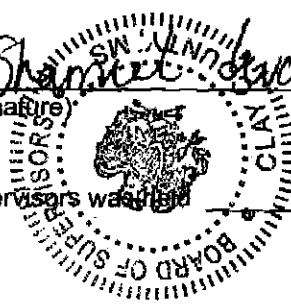
Agree and Accept

The Board has met and entered into its minutes an order directing that the CLAY County Tax Collector re-assess and list the above property as subject to all taxes. The tax is due and payable on or before the next February 1, following the date of this notice.

So certified and confirmed by the Clerk of the CLAY Board of Supervisors,

Clerk Amy Berry by: Shantel Sanders D.C.
(Board Clerk Signature)

The meeting of the CLAY Board of Supervisors was held 4-29-19
(Enter Date)



If in agreement, a copy of this completed document must be provided to the CLAY County Tax Collector.

Disagree and Object

The Board has met and entered into its minutes an order of its intent to file an objection with the Department of Revenue concerning this action.

So certified and confirmed by the Clerk of the CLAY Board of Supervisors,

Clerk _____
(Board Clerk Signature)

The meeting of the CLAY Board of Supervisors was held _____
(Enter Date)

If in disagreement, a copy of this completed document must be provided to the Department of Revenue, Office of Property Tax. A copy of the order of the Board of Supervisors providing the reason for the objection must be attached along with any documentation necessary to support the objection.

Homestead Notice of Adjustment

DEPARTMENT OF
REVENUE
STATE OF MISSISSIPPI



Date: February 26, 2019
Letter ID: L2089930304
Period: December 31, 2018
Account #: 1027-8052



AMY GRAY BERRY
CLAY CO BOARD OF SUPERVISORS
PO BOX 815
WEST POINT MS 39773-0815

GIBSON WILLIE AL
820 E MORROW ST
WEST POINT MS 397730000

Reimbursement Year: 2018

Parcel#: 083B411C 0130000

School District: West Point Consolidated School District

This is notice that the Department is making an adjustment to the County's Homestead Exemption reimbursement. The above applicant is not qualified for Homestead Exemption.

35. Applicant or applicant's spouse has failed to comply with the income tax laws of Mississippi. §27-33-63 (2)

If the applicant has any questions about an income tax debt, they may review their account information online through the Taxpayer Access Point at www.dor.ms.gov. If the applicant has any questions about residency status or does not have internet access, they may call 601-923-7618 for assistance.

Please complete the enclosed Notice Certification and forward to the appropriate offices as directed.

You may provide a copy of this notice to the applicant. Please note that the applicant must file any objection to this action with the Clerk of the CLAY County Board of Supervisors (Chancery Clerk's office), not the Department. The applicant has 30 days from the date of this letter to file the objection with the Clerk. If not filed in the time provided, the decision to disallow the applicants homestead exemption is final.

Sincerely,
Tax Administrator

Enclosure: Notice Certification

Indexing Instructions:

Holcomb sub
Lot: 3 Block: A
S: T: R:

P.O. Box 1033 Jackson, MS 39215 Phone: (601) 923-7700 Fax: (601) 923-7714

Form # rL0011 v. v10.1

Visit www.dor.ms.gov for tax information and online filing. If you call, please have this letter with you.

Notice Certification

Date: February 26, 2019
Letter ID: L2089930304
Period: December 31, 2018

This certifies that the Board of Supervisors for CLAY County considered the Notice of the Department of Revenue of its disallowance of the Homestead Exemption for the below applicant. The Board entered into its minutes its determination concerning whether to accept or object to this action.

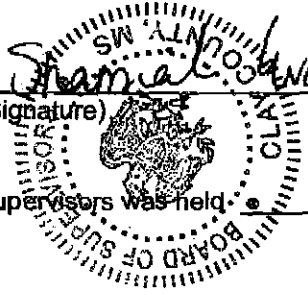
Applicant Name	Parcel #	School District
GIBSON WILLIE AL 820 E MORROW ST WEST POINT MS 397730000	083B411C 0130000	West Point Consolidated School District

Agree and Accept

The Board has met and entered into its minutes an order directing that the CLAY County Tax Collector re-assess and list the above property as subject to all taxes. The tax is due and payable on or before the next February 1, following the date of this notice.

So certified and confirmed by the Clerk of the CLAY Board of Supervisors,

Clerk Amy Berry by: Shamal C. Jones D.C.
(Board Clerk Signature)



The meeting of the CLAY Board of Supervisors was held 4-29-19
(Enter Date)

If in agreement, a copy of this completed document must be provided to the CLAY County Tax Collector.

Disagree and Object

The Board has met and entered into its minutes an order of its intent to file an objection with the Department of Revenue concerning this action.

So certified and confirmed by the Clerk of the CLAY Board of Supervisors,

Clerk _____
(Board Clerk Signature)

The meeting of the CLAY Board of Supervisors was held _____
(Enter Date)

If in disagreement, a copy of this completed document must be provided to the Department of Revenue, Office of Property Tax. A copy of the order of the Board of Supervisors providing the reason for the objection must be attached along with any documentation necessary to support the objection.

Homestead Notice of Adjustment



Date: February 26, 2019
Letter ID: L1842990656
Period: December 31, 2018
Account #: 1027-8052



AMY GRAY BERRY
CLAY CO BOARD OF SUPERVISORS
PO BOX 815
WEST POINT MS 39773-0815

HALL MARY E
10480 WEBB RD
MANTEE MS 397510000

Reimbursement Year: 2018

Parcel#: 022 31 0020400

School District: West Point Consolidated School District

This is notice that the Department is making an adjustment to the County's Homestead Exemption reimbursement. The above applicant is not qualified for Homestead Exemption.

35. Applicant or applicant's spouse has failed to comply with the income tax laws of Mississippi. §27-33-63 (2)

If the applicant has any questions about an income tax debt, they may review their account information online through the Taxpayer Access Point at www.dor.ms.gov. If the applicant has any questions about residency status or does not have internet access, they may call 601-923-7618 for assistance.

Please complete the enclosed Notice Certification and forward to the appropriate offices as directed.

You may provide a copy of this notice to the applicant. Please note that the applicant must file any objection to this action with the Clerk of the CLAY County Board of Supervisors (Chancery Clerk's office), not the Department. The applicant has 30 days from the date of this letter to file the objection with the Clerk. If not filed in the time provided, the decision to disallow the applicants homestead exemption is final.

Sincerely,
Tax Administrator

Enclosure: Notice Certification

Indexing Instructions:
25 Cor NW 14 NW 14
Block:
: 31 T: 15 R: 3

P.O. Box 1033 Jackson, MS 39215 Phone: (601) 923-7700 Fax: (601) 923-7714

Form # 40011 v. v10.1

Visit www.dor.ms.gov for tax information and online filing. If you call, please have this letter with you.

Notice Certification

Date: February 26, 2019
Letter ID: L1842990656
Period: December 31, 2018

This certifies that the Board of Supervisors for CLAY County considered the Notice of the Department of Revenue of its disallowance of the Homestead Exemption for the below applicant. The Board entered into its minutes its determination concerning whether to accept or object to this action.

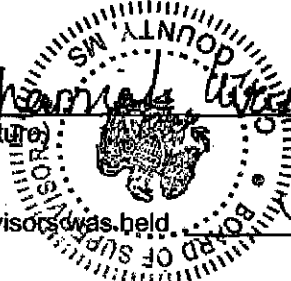
Applicant Name	Parcel #	School District
HALL MARY E 10480 WEBB RD MANTEE MS 397510000	022 31 0020400	West Point Consolidated School District

Agree and Accept

The Board has met and entered into its minutes an order directing that the CLAY County Tax Collector re-assess and list the above property as subject to all taxes. The tax is due and payable on or before the next February 1, following the date of this notice.

So certified and confirmed by the Clerk of the CLAY Board of Supervisors,

Clerk Amy Berry by Sharmela Waters D.C.
 (Board Clerk Signature)



The meeting of the CLAY Board of Supervisors was held 4-29-19
 (Enter Date)

If in agreement, a copy of this completed document must be provided to the CLAY County Tax Collector.

Disagree and Object

The Board has met and entered into its minutes an order of its intent to file an objection with the Department of Revenue concerning this action.

So certified and confirmed by the Clerk of the CLAY Board of Supervisors,

Clerk _____
 (Board Clerk Signature)

The meeting of the CLAY Board of Supervisors was held _____
 (Enter Date)

If in disagreement, a copy of this completed document must be provided to the Department of Revenue, Office of Property Tax. A copy of the order of the Board of Supervisors providing the reason for the objection must be attached along with any documentation necessary to support the objection.

Homestead Notice of Adjustment

DEPARTMENT OF REVENUE STATE OF MISSISSIPPI



Date: February 26, 2019
Letter ID: L2123484736
Period: December 31, 2018
Account #: 1027-8052

AMY GRAY BERRY
CLAY CO BOARD OF SUPERVISORS
PO BOX 815
WEST POINT MS 39773-0815

HARMON COURTNEY F
850 DIX ST
WEST POINT MS 397730000

Reimbursement Year: 2018
Parcel#: 083C114E 0470000
School District: West Point Consolidated School District

This is notice that the Department is making an adjustment to the County's Homestead Exemption reimbursement. The above applicant is not qualified for Homestead Exemption.

35. Applicant or applicant's spouse has failed to comply with the income tax laws of Mississippi. §27-33-63 (2)

If the applicant has any questions about an income tax debt, they may review their account information online through the Taxpayer Access Point at www.dor.ms.gov. If the applicant has any questions about residency status or does not have internet access, they may call 601-923-7618 for assistance.

Please complete the enclosed Notice Certification and forward to the appropriate offices as directed.

You may provide a copy of this notice to the applicant. Please note that the applicant must file any objection to this action with the Clerk of the CLAY County Board of Supervisors (Chancery Clerk's office), not the Department. The applicant has 30 days from the date of this letter to file the objection with the Clerk. If not filed in the time provided, the decision to disallow the applicants homestead exemption is final.

Sincerely,
Tax Administrator

Enclosure: Notice Certification

Indexing Instructions:

Lot: PT 1411 1/2 Block: 59
S: T: R:

P.O. Box 1033 Jackson, MS 39215 Phone: (601) 923-7700 Fax: (601) 923-7714

Form # RL0011 v. v10.1

Visit www.dor.ms.gov for tax information and online filing. If you call, please have this letter with you.

Notice Certification

Date: February 26, 2019
Letter ID: L2123484736
Period: December 31, 2018

This certifies that the Board of Supervisors for CLAY County considered the Notice of the Department of Revenue of its disallowance of the Homestead Exemption for the below applicant. The Board entered into its minutes its determination concerning whether to accept or object to this action.

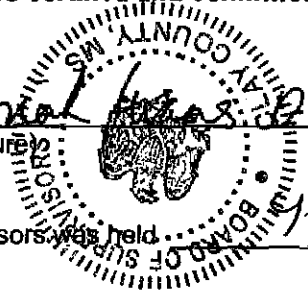
Applicant Name	Parcel #	School District
HARMON COURTNEY F 850 DIX ST WEST POINT MS 397730000	083C114E 0470000	West Point Consolidated School District

Agree and Accept

The Board has met and entered into its minutes an order directing that the CLAY County Tax Collector re-assess and list the above property as subject to all taxes. The tax is due and payable on or before the next February 1, following the date of this notice.

So certified and confirmed by the Clerk of the CLAY Board of Supervisors,

Clerk Amy Berry by: Shumita [Signature]
(Board Clerk Signature)



The meeting of the CLAY Board of Supervisors was held _____
(Enter Date)

If in agreement, a copy of this completed document must be provided to the CLAY County Tax Collector.

Disagree and Object

The Board has met and entered into its minutes an order of its intent to file an objection with the Department of Revenue concerning this action.

So certified and confirmed by the Clerk of the CLAY Board of Supervisors,

Clerk _____
(Board Clerk Signature)

The meeting of the CLAY Board of Supervisors was held _____
(Enter Date)

If in disagreement, a copy of this completed document must be provided to the Department of Revenue, Office of Property Tax. A copy of the order of the Board of Supervisors providing the reason for the objection must be attached along with any documentation necessary to support the objection.

Homestead Notice of Adjustment



Date: February 26, 2019
Letter ID: L1844981312
Period: December 31, 2018
Account #: 1027-8052



AMY GRAY BERRY
CLAY CO BOARD OF SUPERVISORS
PO BOX 815
WEST POINT MS 39773-0815

HARRELL CAROLINE BRYAN
2920 HARRELL RD
WEST POINT MS 397730000

Reimbursement Year: 2018

Parcel#: 091C 30A 0120100

School District: West Point Consolidated School District

This is notice that the Department is making an adjustment to the County's Homestead Exemption reimbursement. The above applicant is not qualified for Homestead Exemption.

35. Applicant or applicant's spouse has failed to comply with the income tax laws of Mississippi. §27-33-63 (2)

If the applicant has any questions about an income tax debt, they may review their account information online through the Taxpayer Access Point at www.dor.ms.gov. If the applicant has any questions about residency status or does not have internet access, they may call 601-923-7618 for assistance.

Please complete the enclosed Notice Certification and forward to the appropriate offices as directed.

You may provide a copy of this notice to the applicant. Please note that the applicant must file any objection to this action with the Clerk of the CLAY County Board of Supervisors (Chancery Clerk's office), not the Department. The applicant has 30 days from the date of this letter to file the objection with the Clerk. If not filed in the time provided, the decision to disallow the applicants homestead exemption is final.

Sincerely,
Tax Administrator

Enclosure: Notice Certification

Indexing Instructions:

SE 1/4 NE 1/4
Lot: Block:
30 T: 17 R: 7

P.O. Box 1033 Jackson, MS 39215 Phone: (601) 923-7700 Fax: (601) 923-7714

Form # RL0011 v. v10.1

Visit www.dor.ms.gov for tax information and online filing. If you call, please have this letter with you.

Notice Certification

Date: February 26, 2019
Letter ID: L1844981312
Period: December 31, 2018

This certifies that the Board of Supervisors for CLAY County considered the Notice of the Department of Revenue of its disallowance of the Homestead Exemption for the below applicant. The Board entered into its minutes its determination concerning whether to accept or object to this action.

Applicant Name	Parcel #	School District
HARRELL CAROLINE BRYAN 2920 HARRELL RD WEST POINT MS 397730000	091C 30A 0120100	West Point Consolidated School District

Agree and Accept

The Board has met and entered into its minutes an order directing that the CLAY County Tax Collector re-assess and list the above property as subject to all taxes. The tax is due and payable on or before the next February 1, following the date of this notice.

So certified and confirmed by the Clerk of the CLAY Board of Supervisors,

Clerk Amy Berry by Samuel Adams D.C.
(Board Clerk Signature)

The meeting of the CLAY Board of Supervisors was held 4-29-19
(Enter Date)

If in agreement, a copy of this completed document must be provided to the CLAY County Tax Collector.

Disagree and Object

The Board has met and entered into its minutes an order of its intent to file an objection with the Department of Revenue concerning this action.

So certified and confirmed by the Clerk of the CLAY Board of Supervisors,

Clerk _____
(Board Clerk Signature)

The meeting of the CLAY Board of Supervisors was held _____
(Enter Date)

If in disagreement, a copy of this completed document must be provided to the Department of Revenue, Office of Property Tax. A copy of the order of the Board of Supervisors providing the reason for the objection must be attached along with any documentation necessary to support the objection.

Homestead Notice of Adjustment

DEPARTMENT OF
REVENUE
STATE OF MISSISSIPPI



Date: February 26, 2019
Letter ID: L0050384448
Period: December 31, 2018
Account #: 1027-8052



AMY GRAY BERRY
CLAY CO BOARD OF SUPERVISORS
PO BOX 815
WEST POINT MS 39773-0815

HEARD EDDIE F
5937 HWY 45 N
WEST POINT MS 397730000

Reimbursement Year: 2018

Parcel#: 050 21 0050000

School District: West Point Consolidated School District

This is notice that the Department is making an adjustment to the County's Homestead Exemption reimbursement. The above applicant is not qualified for Homestead Exemption.

35. Applicant or applicant's spouse has failed to comply with the income tax laws of Mississippi. §27-33-63 (2)

If the applicant has any questions about an income tax debt, they may review their account information online through the Taxpayer Access Point at www.dor.ms.gov. If the applicant has any questions about residency status or does not have internet access, they may call 601-923-7618 for assistance.

Please complete the enclosed Notice Certification and forward to the appropriate offices as directed.

You may provide a copy of this notice to the applicant. Please note that the applicant must file any objection to this action with the Clerk of the CLAY County Board of Supervisors (Chancery Clerk's office), not the Department. The applicant has 30 days from the date of this letter to file the objection with the Clerk. If not filed in the time provided, the decision to disallow the applicants homestead exemption is final.

Sincerely,
Tax Administrator

Enclosure: Notice Certification

Indexing Instructions:

Lot: _____ Block: _____
S: 21 T: 16 R: 6

P.O. Box 1033 Jackson, MS 39215 Phone: (601) 923-7700 Fax: (601) 923-7714

Form # r.0011 v. v10.1

Visit www.dor.ms.gov for tax information and online filing. If you call, please have this letter with you.

Notice Certification

Date: February 26, 2019
Letter ID: L0050384448
Period: December 31, 2018

This certifies that the Board of Supervisors for CLAY County considered the Notice of the Department of Revenue of its disallowance of the Homestead Exemption for the below applicant. The Board entered into its minutes its determination concerning whether to accept or object to this action.

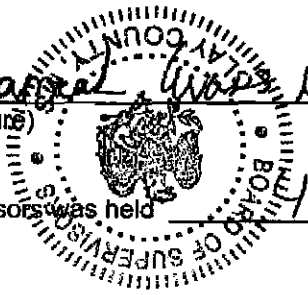
Applicant Name	Parcel #	School District
HEARD EDDIE F 5937 HWY 45 N WEST POINT MS 397730000	050 21 0050000	West Point Consolidated School District

Agree and Accept

The Board has met and entered into its minutes an order directing that the CLAY County Tax Collector re-assess and list the above property as subject to all taxes. The tax is due and payable on or before the next February 1, following the date of this notice.

So certified and confirmed by the Clerk of the CLAY Board of Supervisors,

Clerk Amy Berry by: Sharral Wynn, Jr.
(Board Clerk Signature)



The meeting of the CLAY Board of Supervisors was held 4-29-19
(Enter Date)

If in agreement, a copy of this completed document must be provided to the CLAY County Tax Collector.

Disagree and Object

The Board has met and entered into its minutes an order of its intent to file an objection with the Department of Revenue concerning this action.

So certified and confirmed by the Clerk of the CLAY Board of Supervisors,

Clerk _____
(Board Clerk Signature)

The meeting of the CLAY Board of Supervisors was held _____
(Enter Date)

If in disagreement, a copy of this completed document must be provided to the Department of Revenue, Office of Property Tax. A copy of the order of the Board of Supervisors providing the reason for the objection must be attached along with any documentation necessary to support the objection.

Homestead Notice of Adjustment



Date: February 26, 2019
Letter ID: L0094672448
Period: December 31, 2018
Account #: 1027-8052



AMY GRAY BERRY
CLAY CO BOARD OF SUPERVISORS
PO BOX 815
WEST POINT MS 39773-0815

HOLDER MICHELLE YATES
3819 HWY 50 E
WEST POINT MS 397730000

Reimbursement Year: 2018

Parcel#: 084D 17A 0050000

School District: West Point Consolidated School District

This is notice that the Department is making an adjustment to the County's Homestead Exemption reimbursement. The above applicant is not qualified for Homestead Exemption.

35. Applicant or applicant's spouse has failed to comply with the income tax laws of Mississippi. §27-33-63 (2)

If the applicant has any questions about an income tax debt, they may review their account information online through the Taxpayer Access Point at www.dor.ms.gov. If the applicant has any questions about residency status or does not have internet access, they may call 601-923-7618 for assistance.

Please complete the enclosed Notice Certification and forward to the appropriate offices as directed.

You may provide a copy of this notice to the applicant. Please note that the applicant must file any objection to this action with the Clerk of the CLAY County Board of Supervisors (Chancery Clerk's office), not the Department. The applicant has 30 days from the date of this letter to file the objection with the Clerk. If not filed in the time provided, the decision to disallow the applicants homestead exemption is final.

Sincerely,
Tax Administrator

Enclosure: Notice Certification

Indexing Instructions:

NE COR NW 1/4 NW 1/4
Lot: Block:
S: 17 T: 17 R: 7

P.O. Box 1033 Jackson, MS 39215 Phone: (601) 923-7700 Fax: (601) 923-7714

Form # rL0011 v. v10.1

Visit www.dor.ms.gov for tax information and online filing. If you call, please have this letter with you.

Notice Certification

Date: February 26, 2019
Letter ID: L0094672448
Period: December 31, 2018

This certifies that the Board of Supervisors for CLAY County considered the Notice of the Department of Revenue of its disallowance of the Homestead Exemption for the below applicant. The Board entered into its minutes its determination concerning whether to accept or object to this action.

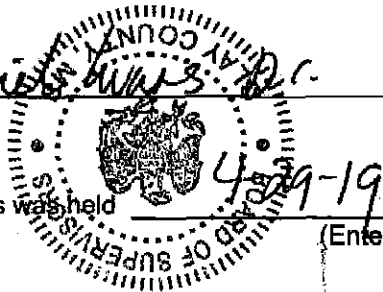
Applicant Name	Parcel #	School District
HOLDER MICHELLE YATES 3819 HWY 50 E WEST POINT MS 397730000	084D 17A 0050000	West Point Consolidated School District

Agree and Accept

The Board has met and entered into its minutes an order directing that the CLAY County Tax Collector re-assess and list the above property as subject to all taxes. The tax is due and payable on or before the next February 1, following the date of this notice.

So certified and confirmed by the Clerk of the CLAY Board of Supervisors,

Clerk Amy Berry by Shamir Williams
(Board Clerk Signature)



The meeting of the CLAY Board of Supervisors was held _____
(Enter Date)

If in agreement, a copy of this completed document must be provided to the CLAY County Tax Collector.

Disagree and Object

The Board has met and entered into its minutes an order of its intent to file an objection with the Department of Revenue concerning this action.

So certified and confirmed by the Clerk of the CLAY Board of Supervisors,

Clerk _____
(Board Clerk Signature)

The meeting of the CLAY Board of Supervisors was held _____
(Enter Date)

If in disagreement, a copy of this completed document must be provided to the Department of Revenue, Office of Property Tax. A copy of the order of the Board of Supervisors providing the reason for the objection must be attached along with any documentation necessary to support the objection.

Homestead Notice of Adjustment



Date: February 26, 2019
Letter ID: L0008007232
Period: December 31, 2018
Account #: 1027-8052



AMY GRAY BERRY
CLAY CO BOARD OF SUPERVISORS
PO BOX 815
WEST POINT MS 39773-0815

JERNIGAN JOHN D
799 SHIRLEY SUB
WEST POINT MS 397730000

Reimbursement Year: 2018

Parcel#: 084C 18A 0400000

School District: West Point Consolidated School District

This is notice that the Department is making an adjustment to the County's Homestead Exemption reimbursement. The above applicant is not qualified for Homestead Exemption.

35. Applicant or applicant's spouse has failed to comply with the income tax laws of Mississippi. §27-33-63 (2)

If the applicant has any questions about an income tax debt, they may review their account information online through the Taxpayer Access Point at www.dor.ms.gov. If the applicant has any questions about residency status or does not have internet access, they may call 601-923-7618 for assistance.

Please complete the enclosed Notice Certification and forward to the appropriate offices as directed.

You may provide a copy of this notice to the applicant. Please note that the applicant must file any objection to this action with the Clerk of the CLAY County Board of Supervisors (Chancery Clerk's office), not the Department. The applicant has 30 days from the date of this letter to file the objection with the Clerk. If not filed in the time provided, the decision to disallow the applicants homestead exemption is final.

Sincerely,
Tax Administrator

Enclosure: Notice Certification

Indexing Instructions:

S side NE 1/4 SW 1/4
Lot: Block:
S: 18 T: 17 R: 7

P.O. Box 1033 Jackson, MS 39215 Phone: (601) 923-7700 Fax: (601) 923-7714

Form # rL0011 v. v10.1

Visit www.dor.ms.gov for tax information and online filing. If you call, please have this letter with you.

Notice Certification

Date: February 26, 2019
Letter ID: L0008007232
Period: December 31, 2018

This certifies that the Board of Supervisors for CLAY County considered the Notice of the Department of Revenue of its disallowance of the Homestead Exemption for the below applicant. The Board entered into its minutes its determination concerning whether to accept or object to this action.

Applicant Name	Parcel #	School District
JERNIGAN JOHN D 799 SHIRLEY SUB WEST POINT MS 397730000	084C 18A 0400000	West Point Consolidated School District

Agree and Accept

The Board has met and entered into its minutes an order directing that the CLAY County Tax Collector re-assess and list the above property as subject to all taxes. The tax is due and payable on or before the next February 1, following the date of this notice.

So certified and confirmed by the Clerk of the CLAY Board of Supervisors,

Clerk Amy Berry by: Charmel Luning D.C.
(Board Clerk Signature)

The meeting of the CLAY Board of Supervisors was held 2-29-19
(Enter Date)

If in agreement, a copy of this completed document must be provided to the CLAY County Tax Collector.

Disagree and Object

The Board has met and entered into its minutes an order of its intent to file an objection with the Department of Revenue concerning this action.

So certified and confirmed by the Clerk of the CLAY Board of Supervisors,

Clerk _____
(Board Clerk Signature)

The meeting of the CLAY Board of Supervisors was held _____
(Enter Date)

If in disagreement, a copy of this completed document must be provided to the Department of Revenue, Office of Property Tax. A copy of the order of the Board of Supervisors providing the reason for the objection must be attached along with any documentation necessary to support the objection.

Homestead Notice of Adjustment

DEPARTMENT OF
REVENUE
STATE OF MISSISSIPPI



Date: February 26, 2019
Letter ID: L1509543488
Period: December 31, 2018
Account #: 1027-8052



AMY GRAY BERRY
CLAY CO BOARD OF SUPERVISORS
PO BOX 815
WEST POINT MS 39773-0815

JOHNSON CHARLES E
10656 COLONY RD
MANTEE MS 397510000

Reimbursement Year: 2018

Parcel#: 038 09 0010900

School District: West Point Consolidated School District

This is notice that the Department is making an adjustment to the County's Homestead Exemption reimbursement. The above applicant is not qualified for Homestead Exemption.

35. Applicant or applicant's spouse has failed to comply with the income tax laws of Mississippi. §27-33-63 (2)

If the applicant has any questions about an income tax debt, they may review their account information online through the Taxpayer Access Point at www.dor.ms.gov. If the applicant has any questions about residency status or does not have internet access, they may call 601-923-7618 for assistance.

Please complete the enclosed Notice Certification and forward to the appropriate offices as directed.

You may provide a copy of this notice to the applicant. Please note that the applicant must file any objection to this action with the Clerk of the CLAY County Board of Supervisors (Chancery Clerk's office), not the Department. The applicant has 30 days from the date of this letter to file the objection with the Clerk. If not filed in the time provided, the decision to disallow the applicants homestead exemption is final.

Sincerely,
Tax Administrator

Enclosure: Notice Certification

Indexing Instructions:

NW 1/4 N 1/4 E of Rd.
Lot: _____ Block: _____
S: 9 T: 14 R: 3

P.O. Box 1033 Jackson, MS 39215 Phone: (601) 923-7700 Fax: (601) 923-7714

Form # rL0011 v. v10.1

Visit www.dor.ms.gov for tax information and online filing. If you call, please have this letter with you.

Notice Certification

Date: February 26, 2019
Letter ID: L1509543488
Period: December 31, 2018

This certifies that the Board of Supervisors for CLAY County considered the Notice of the Department of Revenue of its disallowance of the Homestead Exemption for the below applicant. The Board entered into its minutes its determination concerning whether to accept or object to this action.

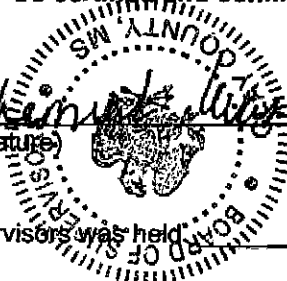
Applicant Name	Parcel #	School District
JOHNSON CHARLES E 10656 COLONY RD MANTEE MS 397510000	038 09 0010900	West Point Consolidated School District

Agree and Accept

The Board has met and entered into its minutes an order directing that the CLAY County Tax Collector re-assess and list the above property as subject to all taxes. The tax is due and payable on or before the next February 1, following the date of this notice.

So certified and confirmed by the Clerk of the CLAY Board of Supervisors,

Clerk Amy Berry by: Sheri [Signature] D.C.
(Board Clerk Signature)



The meeting of the CLAY Board of Supervisors was held 4-29-19
(Enter Date)

If in agreement, a copy of this completed document must be provided to the CLAY County Tax Collector.

Disagree and Object

The Board has met and entered into its minutes an order of its intent to file an objection with the Department of Revenue concerning this action.

So certified and confirmed by the Clerk of the CLAY Board of Supervisors,

Clerk _____
(Board Clerk Signature)

The meeting of the CLAY Board of Supervisors was held _____
(Enter Date)

If in disagreement, a copy of this completed document must be provided to the Department of Revenue, Office of Property Tax. A copy of the order of the Board of Supervisors providing the reason for the objection must be attached along with any documentation necessary to support the objection.

Homestead Notice of Adjustment

DEPARTMENT OF
REVENUE
STATE OF MISSISSIPPI



Date: February 26, 2019
Letter ID: L1434326592
Period: December 31, 2018
Account #: 1027-8052



AMY GRAY BERRY
CLAY CO BOARD OF SUPERVISORS
PO BOX 815
WEST POINT MS 39773-0815

JONES SUSAN
40 WALTER WELLS RD
WEST POINT MS 397730000

Reimbursement Year: 2018

Parcel#: 083D213A 0010700

School District: West Point Consolidated School District

This is notice that the Department is making an adjustment to the County's Homestead Exemption reimbursement. The above applicant is not qualified for Homestead Exemption.

35. Applicant or applicant's spouse has failed to comply with the income tax laws of Mississippi. §27-33-63 (2)

If the applicant has any questions about an income tax debt, they may review their account information online through the Taxpayer Access Point at www.dor.ms.gov. If the applicant has any questions about residency status or does not have internet access, they may call 601-923-7618 for assistance.

Please complete the enclosed Notice Certification and forward to the appropriate offices as directed.

You may provide a copy of this notice to the applicant. Please note that the applicant must file any objection to this action with the Clerk of the CLAY County Board of Supervisors (Chancery Clerk's office), not the Department. The applicant has 30 days from the date of this letter to file the objection with the Clerk. If not filed in the time provided, the decision to disallow the applicants homestead exemption is final.

Sincerely,
Tax Administrator

Enclosure: Notice Certification

Indexing Instructions:

Lot in NE COR NW 1/4

Lot: _____ Block: _____

S: 13 T: 17 R: 4

P.O. Box 1033 Jackson, MS 39215 Phone: (601) 923-7700 Fax: (601) 923-7714

Form # R.0011 v. v10.1

Visit www.dor.ms.gov for tax information and online filing. If you call, please have this letter with you.

Notice Certification

Date: February 26, 2019
Letter ID: L1434326592
Period: December 31, 2018

This certifies that the Board of Supervisors for CLAY County considered the Notice of the Department of Revenue of its disallowance of the Homestead Exemption for the below applicant. The Board entered into its minutes its determination concerning whether to accept or object to this action.

Applicant Name	Parcel #	School District
JONES SUSAN 40 WALTER WELLS RD WEST POINT MS 397730000	083D213A 0010700	West Point Consolidated School District

Agree and Accept

The Board has met and entered into its minutes an order directing that the CLAY County Tax Collector re-assess and list the above property as subject to all taxes. The tax is due and payable on or before the next February 1, following the date of this notice.

So certified and confirmed by the Clerk of the CLAY Board of Supervisors,

Clerk Amy Berry by Sherrill Lewis D.C.
(Board Clerk Signature)

The meeting of the CLAY Board of Supervisors was held 4-29-19
(Enter Date)

If in agreement, a copy of this completed document must be provided to the CLAY County Tax Collector.

Disagree and Object

The Board has met and entered into its minutes an order of its intent to file an objection with the Department of Revenue concerning this action.

So certified and confirmed by the Clerk of the CLAY Board of Supervisors,

Clerk _____
(Board Clerk Signature)

The meeting of the CLAY Board of Supervisors was held _____
(Enter Date)

If in disagreement, a copy of this completed document must be provided to the Department of Revenue, Office of Property Tax. A copy of the order of the Board of Supervisors providing the reason for the objection must be attached along with any documentation necessary to support the objection.

Homestead Notice of Adjustment

DEPARTMENT OF
REVENUE
STATE OF MISSISSIPPI



Date: February 26, 2019
Letter ID: L0610160192
Period: December 31, 2018
Account #: 1027-8052



AMY GRAY BERRY
CLAY CO BOARD OF SUPERVISORS
PO BOX 815
WEST POINT MS 39773-0815

KINCH DIAN J
1334 GUYTON CIRCLE
WEST POINT MS 397730000

Reimbursement Year: 2018

Parcel#: 060C302A 0330000

School District: West Point Consolidated School District

This is notice that the Department is making an adjustment to the County's Homestead Exemption reimbursement. The above applicant is not qualified for Homestead Exemption.

35. Applicant or applicant's spouse has failed to comply with the income tax laws of Mississippi. §27-33-63 (2)

If the applicant has any questions about an income tax debt, they may review their account information online through the Taxpayer Access Point at www.dor.ms.gov. If the applicant has any questions about residency status or does not have internet access, they may call 601-923-7618 for assistance.

Please complete the enclosed Notice Certification and forward to the appropriate offices as directed.

You may provide a copy of this notice to the applicant. Please note that the applicant must file any objection to this action with the Clerk of the CLAY County Board of Supervisors (Chancery Clerk's office), not the Department. The applicant has 30 days from the date of this letter to file the objection with the Clerk. If not filed in the time provided, the decision to disallow the applicants homestead exemption is final.

Sincerely,
Tax Administrator

Enclosure: Notice Certification

Indexing Instructions:

Hickory Knoll Sub

Lot: 33 Block:

S: T: R:

P.O. Box 1033 Jackson, MS 39215 Phone: (601) 923-7700 Fax: (601) 923-7714

Form # IL0011 v. v10.1

Visit www.dor.ms.gov for tax information and online filing. If you call, please have this letter with you.

Notice Certification

Date: February 26, 2019
Letter ID: L0610160192
Period: December 31, 2018

This certifies that the Board of Supervisors for CLAY County considered the Notice of the Department of Revenue of its disallowance of the Homestead Exemption for the below applicant. The Board entered into its minutes its determination concerning whether to accept or object to this action.

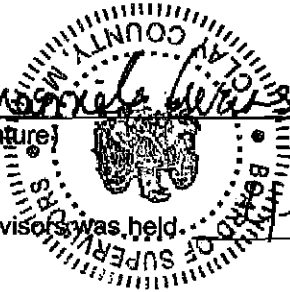
Applicant Name	Parcel #	School District
KINCH DIAN J 1334 GUYTON CIRCLE WEST POINT MS 397730000	060C302A 0330000	West Point Consolidated School District

Agree and Accept

The Board has met and entered into its minutes an order directing that the CLAY County Tax Collector re-assess and list the above property as subject to all taxes. The tax is due and payable on or before the next February 1, following the date of this notice.

So certified and confirmed by the Clerk of the CLAY Board of Supervisors,

Clerk Amy Berry by: Sherrilee Lewis D.C.
(Board Clerk Signature)



The meeting of the CLAY Board of Supervisors was held _____
(Enter Date)

If in agreement, a copy of this completed document must be provided to the CLAY County Tax Collector.

Disagree and Object

The Board has met and entered into its minutes an order of its intent to file an objection with the Department of Revenue concerning this action.

So certified and confirmed by the Clerk of the CLAY Board of Supervisors,

Clerk _____
(Board Clerk Signature)

The meeting of the CLAY Board of Supervisors was held _____
(Enter Date)

If in disagreement, a copy of this completed document must be provided to the Department of Revenue, Office of Property Tax. A copy of the order of the Board of Supervisors providing the reason for the objection must be attached along with any documentation necessary to support the objection.

Homestead Notice of Adjustment



Date: February 26, 2019
Letter ID: L1999195712
Period: December 31, 2018
Account #: 1027-8052



AMY GRAY BERRY
CLAY CO BOARD OF SUPERVISORS
PO BOX 815
WEST POINT MS 39773-0815

LANDON FREDERICK
8338 LONE OAK RD
WEST POINT MS 397730000

Reimbursement Year: 2018

Parcel#: 049 20 0090100

School District: West Point Consolidated School District

This is notice that the Department is making an adjustment to the County's Homestead Exemption reimbursement. The above applicant is not qualified for Homestead Exemption.

35. Applicant or applicant's spouse has failed to comply with the income tax laws of Mississippi. §27-33-63 (2)

If the applicant has any questions about an income tax debt, they may review their account information online through the Taxpayer Access Point at www.dor.ms.gov. If the applicant has any questions about residency status or does not have internet access, they may call 601-923-7618 for assistance.

Please complete the enclosed Notice Certification and forward to the appropriate offices as directed.

You may provide a copy of this notice to the applicant. Please note that the applicant must file any objection to this action with the Clerk of the CLAY County Board of Supervisors (Chancery Clerk's office), not the Department. The applicant has 30 days from the date of this letter to file the objection with the Clerk. If not filed in the time provided, the decision to disallow the applicants homestead exemption is final.

Sincerely,
Tax Administrator

Enclosure: Notice Certification

Indexing Instructions:

PT NE 1/4 SW 1/4 E of Rd.

Lot: Block:

S: 20 T: 16 R: 16

P.O. Box 1033 Jackson, MS 39215 Phone: (601) 923-7700 Fax: (601) 923-7714

Form # RL0011 v. v10.1

Visit www.dor.ms.gov for tax information and online filing. If you call, please have this letter with you.

Notice Certification

Date: February 26, 2019
Letter ID: L1999195712
Period: December 31, 2018

This certifies that the Board of Supervisors for CLAY County considered the Notice of the Department of Revenue of its disallowance of the Homestead Exemption for the below applicant. The Board entered into its minutes its determination concerning whether to accept or object to this action.

Applicant Name	Parcel #	School District
LANDON FREDERICK 8338 LONE OAK RD WEST POINT MS 397730000	049 20 0090100	West Point Consolidated School District

Agree and Accept

The Board has met and entered into its minutes an order directing that the CLAY County Tax Collector re-assess and list the above property as subject to all taxes. The tax is due and payable on or before the next February 1, following the date of this notice.

So certified and confirmed by the Clerk of the CLAY Board of Supervisors,

Clerk Amy Berry by [Signature]
(Board Clerk Signature)

The meeting of the CLAY Board of Supervisors was held 4-29-19
(Enter Date)

If in agreement, a copy of this completed document must be provided to the CLAY County Tax Collector.

Disagree and Object

The Board has met and entered into its minutes an order of its intent to file an objection with the Department of Revenue concerning this action.

So certified and confirmed by the Clerk of the CLAY Board of Supervisors,

Clerk _____
(Board Clerk Signature)

The meeting of the CLAY Board of Supervisors was held _____
(Enter Date)

If in disagreement, a copy of this completed document must be provided to the Department of Revenue, Office of Property Tax. A copy of the order of the Board of Supervisors providing the reason for the objection must be attached along with any documentation necessary to support the objection.

Homestead Notice of Adjustment



Date: February 26, 2019
Letter ID: L0163065408
Period: December 31, 2018
Account #: 1027-8052



AMY GRAY BERRY
CLAY CO BOARD OF SUPERVISORS
PO BOX 815
WEST POINT MS 39773-0815

LENOIR ERIC
10 BABS DR
WEST POINT MS 397730000

Reimbursement Year: 2018

Parcel#: 082C116A 0390000

School District: West Point Consolidated School District

This is notice that the Department is making an adjustment to the County's Homestead Exemption reimbursement. The above applicant is not qualified for Homestead Exemption.

35. Applicant or applicant's spouse has failed to comply with the income tax laws of Mississippi. §27-33-63 (2)

If the applicant has any questions about an income tax debt, they may review their account information online through the Taxpayer Access Point at www.dor.ms.gov. If the applicant has any questions about residency status or does not have internet access, they may call 601-923-7618 for assistance.

Please complete the enclosed Notice Certification and forward to the appropriate offices as directed.

You may provide a copy of this notice to the applicant. Please note that the applicant must file any objection to this action with the Clerk of the CLAY County Board of Supervisors (Chancery Clerk's office), not the Department. The applicant has 30 days from the date of this letter to file the objection with the Clerk. If not filed in the time provided, the decision to disallow the applicants homestead exemption is final.

Sincerely,
Tax Administrator

Enclosure: Notice Certification

Indexing Instructions:

Westwood Sub PT III

Lot: 81 Block:

S: T: R:

P.O. Box 1033 Jackson, MS 39215 Phone: (601) 923-7700 Fax: (601) 923-7714

Form # RL0011 v. V10.1

Visit www.dor.ms.gov for tax information and online filing. If you call, please have this letter with you.

Notice Certification

Date: February 26, 2019
Letter ID: L0163065408
Period: December 31, 2018

This certifies that the Board of Supervisors for CLAY County considered the Notice of the Department of Revenue of its disallowance of the Homestead Exemption for the below applicant. The Board entered into its minutes its determination concerning whether to accept or object to this action.

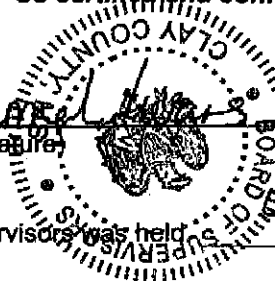
Applicant Name	Parcel #	School District
LENOIR ERIC 10 BABS DR WEST POINT MS 397730000	082C116A 0390000	West Point Consolidated School District

Agree and Accept

The Board has met and entered into its minutes an order directing that the CLAY County Tax Collector re-assess and list the above property as subject to all taxes. The tax is due and payable on or before the next February 1, following the date of this notice.

So certified and confirmed by the Clerk of the CLAY Board of Supervisors,

Clerk Amy Berry by: Sharral Lewis, D.C.
(Board Clerk Signature)



The meeting of the CLAY Board of Supervisors was held 1-29-19
(Enter Date)

If in agreement, a copy of this completed document must be provided to the CLAY County Tax Collector.

Disagree and Object

The Board has met and entered into its minutes an order of its intent to file an objection with the Department of Revenue concerning this action.

So certified and confirmed by the Clerk of the CLAY Board of Supervisors,

Clerk _____
(Board Clerk Signature)

The meeting of the CLAY Board of Supervisors was held _____
(Enter Date)

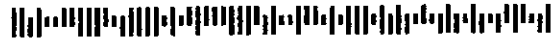
If in disagreement, a copy of this completed document must be provided to the Department of Revenue, Office of Property Tax. A copy of the order of the Board of Supervisors providing the reason for the objection must be attached along with any documentation necessary to support the objection.

Homestead Notice of Adjustment

DEPARTMENT OF
REVENUE
STATE OF MISSISSIPPI



Date: February 26, 2019
Letter ID: L1089588800
Period: December 31, 2018
Account #: 1027-8052



AMY GRAY BERRY
CLAY CO BOARD OF SUPERVISORS
PO BOX 815
WEST POINT MS 39773-0815

MATTHEWS DENITA RENEE SMITH
41 HARRISON RD
WEST POINT MS 397730000

Reimbursement Year: 2018

Parcel#: 061D403D 0140100

School District: West Point Consolidated School District

This is notice that the Department is making an adjustment to the County's Homestead Exemption reimbursement. The above applicant is not qualified for Homestead Exemption.

35. Applicant or applicant's spouse has failed to comply with the income tax laws of Mississippi. §27-33-63 (2)

If the applicant has any questions about an income tax debt, they may review their account information online through the Taxpayer Access Point at www.dor.ms.gov. If the applicant has any questions about residency status or does not have internet access, they may call 601-923-7618 for assistance.

Please complete the enclosed Notice Certification and forward to the appropriate offices as directed.

You may provide a copy of this notice to the applicant. Please note that the applicant must file any objection to this action with the Clerk of the CLAY County Board of Supervisors (Chancery Clerk's office), not the Department. The applicant has 30 days from the date of this letter to file the objection with the Clerk. If not filed in the time provided, the decision to disallow the applicants homestead exemption is final.

Sincerely,
Tax Administrator

Enclosure: Notice Certification

Indexing Instructions:

lot on S side SE 1/4
Lot: _____ Block: _____
S: 3 T: 17 R: 6

P.O. Box 1033 Jackson, MS 39215 Phone: (601) 923-7700 Fax: (601) 923-7714

Form # rL0011 v. v10.1

Visit www.dor.ms.gov for tax information and online filing. If you call, please have this letter with you.

Notice Certification

Date: February 26, 2019
Letter ID: L1089588800
Period: December 31, 2018

This certifies that the Board of Supervisors for CLAY County considered the Notice of the Department of Revenue of its disallowance of the Homestead Exemption for the below applicant. The Board entered into its minutes its determination concerning whether to accept or object to this action.

Applicant Name	Parcel #	School District
MATTHEWS DENITA RENEE SMITH 41 HARRISON RD WEST POINT MS 397730000	061D403D 0140100	West Point Consolidated School District

Agree and Accept

The Board has met and entered into its minutes an order directing that the CLAY County Tax Collector re-assess and list the above property as subject to all taxes. The tax is due and payable on or before the next February 1, following the date of this notice.

So certified and confirmed by the Clerk of the CLAY Board of Supervisors,

Clerk Amy Berry by: Shaquil Duke D.C.
(Board Clerk Signature)

The meeting of the CLAY Board of Supervisors was held 1-29-19
(Enter Date)

If in agreement, a copy of this completed document must be provided to the CLAY County Tax Collector.

Disagree and Object

The Board has met and entered into its minutes an order of its intent to file an objection with the Department of Revenue concerning this action.

So certified and confirmed by the Clerk of the CLAY Board of Supervisors,

Clerk _____
(Board Clerk Signature)

The meeting of the CLAY Board of Supervisors was held _____
(Enter Date)

If in disagreement, a copy of this completed document must be provided to the Department of Revenue, Office of Property Tax. A copy of the order of the Board of Supervisors providing the reason for the objection must be attached along with any documentation necessary to support the objection.

Homestead Notice of Adjustment

—DEPARTMENT OF—
REVENUE
STATE OF MISSISSIPPI



Date: February 26, 2019
Letter ID: L0630312512
Period: December 31, 2018
Account #: 1027-8052



|||...|||

AMY GRAY BERRY
CLAY CO BOARD OF SUPERVISORS
PO BOX 815
WEST POINT MS 39773-0815

MARTIN KRISTI LYNNETTE
837 N FIFTH ST
WEST POINT MS 397730000

Reimbursement Year: 2018

Parcel#: 083B211A 0290000

School District: West Point Consolidated School District

This is notice that the Department is making an adjustment to the County's Homestead Exemption reimbursement. The above applicant is not qualified for Homestead Exemption.

35. Applicant or applicant's spouse has failed to comply with the income tax laws of Mississippi. §27-33-63 (2)

If the applicant has any questions about an income tax debt, they may review their account information online through the Taxpayer Access Point at www.dor.ms.gov. If the applicant has any questions about residency status or does not have internet access, they may call 601-923-7618 for assistance.

Please complete the enclosed Notice Certification and forward to the appropriate offices as directed.

You may provide a copy of this notice to the applicant. Please note that the applicant must file any objection to this action with the Clerk of the CLAY County Board of Supervisors (Chancery Clerk's office), not the Department. The applicant has 30 days from the date of this letter to file the objection with the Clerk. If not filed in the time provided, the decision to disallow the applicants homestead exemption is final.

Sincerely,
Tax Administrator

Enclosure: Notice Certification

Indexing Instructions:

FIAN Street Sub
Lot: 21 Block: 1
S: _____ T: _____ R: _____

P.O. Box 1033 Jackson, MS 39215 Phone: (601) 923-7700 Fax: (601) 923-7714

Form # RL0011 v. v10.1

Visit www.dor.ms.gov for tax information and online filing. If you call, please have this letter with you.

Notice Certification

Date: February 26, 2019
Letter ID: L0630312512
Period: December 31, 2018

This certifies that the Board of Supervisors for CLAY County considered the Notice of the Department of Revenue of its disallowance of the Homestead Exemption for the below applicant. The Board entered into its minutes its determination concerning whether to accept or object to this action.

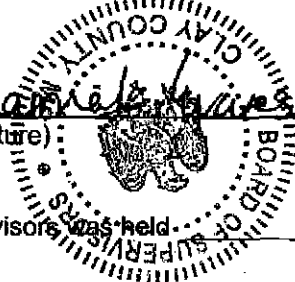
Applicant Name	Parcel #	School District
MARTIN KRISTI LYNNETTE 837 N FIFTH ST WEST POINT MS 397730000	083B211A 0290000	West Point Consolidated School District

Agree and Accept

The Board has met and entered into its minutes an order directing that the CLAY County Tax Collector re-assess and list the above property as subject to all taxes. The tax is due and payable on or before the next February 1, following the date of this notice.

So certified and confirmed by the Clerk of the CLAY Board of Supervisors,

Clerk Amy Berry by: Shantele Hester, D.C.
(Board Clerk Signature)



The meeting of the CLAY Board of Supervisors was held 4-29-19
(Enter Date)

If in agreement, a copy of this completed document must be provided to the CLAY County Tax Collector.

Disagree and Object

The Board has met and entered into its minutes an order of its intent to file an objection with the Department of Revenue concerning this action.

So certified and confirmed by the Clerk of the CLAY Board of Supervisors,

Clerk _____
(Board Clerk Signature)

The meeting of the CLAY Board of Supervisors was held _____
(Enter Date)

If in disagreement, a copy of this completed document must be provided to the Department of Revenue, Office of Property Tax. A copy of the order of the Board of Supervisors providing the reason for the objection must be attached along with any documentation necessary to support the objection.

Homestead Notice of Adjustment



Date: February 26, 2019
Letter ID: L1752616512
Period: December 31, 2018
Account #: 1027-8052



AMY GRAY BERRY
CLAY CO BOARD OF SUPERVISORS
PO BOX 815
WEST POINT MS 39773-0815

MCCRARY JULIAN J
732 BARTON FERRY RD
WEST POINT MS 397730000

Reimbursement Year: 2018

Parcel#: 084A 08A 0060100

School District: West Point Consolidated School District

This is notice that the Department is making an adjustment to the County's Homestead Exemption reimbursement. The above applicant is not qualified for Homestead Exemption.

35. Applicant or applicant's spouse has failed to comply with the income tax laws of Mississippi. §27-33-63 (2)

If the applicant has any questions about an income tax debt, they may review their account information online through the Taxpayer Access Point at www.dor.ms.gov. If the applicant has any questions about residency status or does not have internet access, they may call 601-923-7618 for assistance.

Please complete the enclosed Notice Certification and forward to the appropriate offices as directed.

You may provide a copy of this notice to the applicant. Please note that the applicant must file any objection to this action with the Clerk of the CLAY County Board of Supervisors (Chancery Clerk's office), not the Department. The applicant has 30 days from the date of this letter to file the objection with the Clerk. If not filed in the time provided, the decision to disallow the applicants homestead exemption is final.

Sincerely,
Tax Administrator

Enclosure: Notice Certification

Indexing Instructions:

lot in SW 1/4 NW 1/4
Lot: Block:
S: 8 T: 17 R: 17

P.O. Box 1033 Jackson, MS 39215 Phone: (601) 923-7700 Fax: (601) 923-7714

Form # IL0011 v. v10.1

Visit www.dor.ms.gov for tax information and online filing. If you call, please have this letter with you.

Notice Certification

Date: February 26, 2019
Letter ID: L1752616512
Period: December 31, 2018

This certifies that the Board of Supervisors for CLAY County considered the Notice of the Department of Revenue of its disallowance of the Homestead Exemption for the below applicant. The Board entered into its minutes its determination concerning whether to accept or object to this action.

Applicant Name	Parcel #	School District
MCCRARY JULIAN J 732 BARTON FERRY RD WEST POINT MS 397730000	084A 08A 0060100	West Point Consolidated School District

Agree and Accept

The Board has met and entered into its minutes an order directing that the CLAY County Tax Collector re-assess and list the above property as subject to all taxes. The tax is due and payable on or before the next February 1, following the date of this notice.

So certified and confirmed by the Clerk of the CLAY Board of Supervisors,

Clerk Amy Berry by: Stephanie L. Evans D.C.
(Board Clerk Signature)

The meeting of the CLAY Board of Supervisors was held 4-29-19
(Enter Date)

If in agreement, a copy of this completed document must be provided to the CLAY County Tax Collector.

Disagree and Object

The Board has met and entered into its minutes an order of its intent to file an objection with the Department of Revenue concerning this action.

So certified and confirmed by the Clerk of the CLAY Board of Supervisors,

Clerk _____
(Board Clerk Signature)

The meeting of the CLAY Board of Supervisors was held _____
(Enter Date)

If in disagreement, a copy of this completed document must be provided to the Department of Revenue, Office of Property Tax. A copy of the order of the Board of Supervisors providing the reason for the objection must be attached along with any documentation necessary to support the objection.

Homestead Notice of Adjustment



Date: February 26, 2019
Letter ID: L0706334272
Period: December 31, 2018
Account #: 1027-8052



AMY GRAY BERRY
CLAY CO BOARD OF SUPERVISORS
PO BOX 815
WEST POINT MS 39773-0815

MCFARLAND DIANE
62 INDUSTRIAL ROAD
WEST POINT MS 397730000

Reimbursement Year: 2018

Parcel#: 061D403C 0060300

School District: West Point Consolidated School District

This is notice that the Department is making an adjustment to the County's Homestead Exemption reimbursement. The above applicant is not qualified for Homestead Exemption.

35. Applicant or applicant's spouse has failed to comply with the income tax laws of Mississippi. §27-33-63 (2)

If the applicant has any questions about an income tax debt, they may review their account information online through the Taxpayer Access Point at www.dor.ms.gov. If the applicant has any questions about residency status or does not have internet access, they may call 601-923-7618 for assistance.

Please complete the enclosed Notice Certification and forward to the appropriate offices as directed.

You may provide a copy of this notice to the applicant. Please note that the applicant must file any objection to this action with the Clerk of the CLAY County Board of Supervisors (Chancery Clerk's office), not the Department. The applicant has 30 days from the date of this letter to file the objection with the Clerk. If not filed in the time provided, the decision to disallow the applicants homestead exemption is final.

Sincerely,
Tax Administrator

Enclosure: Notice Certification

Indexing Instructions:

Sellers Sub
Lot: PT 21 & 22 Block:
S: T: R:

P.O. Box 1033 Jackson, MS 39215 Phone: (601) 923-7700 Fax: (601) 923-7714

Form # rL0011 v. v10.1

Visit www.dor.ms.gov for tax information and online filing. If you call, please have this letter with you.

Notice Certification

Date: February 26, 2019
Letter ID: L0706334272
Period: December 31, 2018

This certifies that the Board of Supervisors for CLAY County considered the Notice of the Department of Revenue of its disallowance of the Homestead Exemption for the below applicant. The Board entered into its minutes its determination concerning whether to accept or object to this action.

Applicant Name	Parcel #	School District
MCFARLAND DIANE 62 INDUSTRIAL ROAD WEST POINT MS 397730000	061D403C 0060300	West Point Consolidated School District

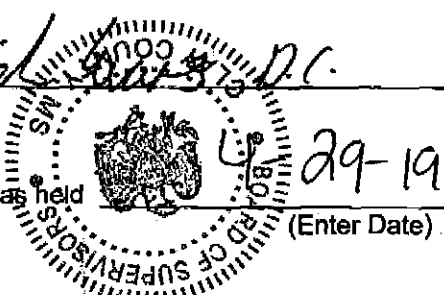
Agree and Accept

The Board has met and entered into its minutes an order directing that the CLAY County Tax Collector re-assess and list the above property as subject to all taxes. The tax is due and payable on or before the next February 1, following the date of this notice.

So certified and confirmed by the Clerk of the CLAY Board of Supervisors,

Clerk Amy Berry by: Shamiel D.C.
(Board Clerk Signature)

The meeting of the CLAY Board of Supervisors was held 4-29-19
(Enter Date)



If in agreement, a copy of this completed document must be provided to the CLAY County Tax Collector.

Disagree and Object

The Board has met and entered into its minutes an order of its intent to file an objection with the Department of Revenue concerning this action.

So certified and confirmed by the Clerk of the CLAY Board of Supervisors,

Clerk _____
(Board Clerk Signature)

The meeting of the CLAY Board of Supervisors was held _____
(Enter Date)

If in disagreement, a copy of this completed document must be provided to the Department of Revenue, Office of Property Tax. A copy of the order of the Board of Supervisors providing the reason for the objection must be attached along with any documentation necessary to support the objection.

Homestead Notice of Adjustment



Date: February 26, 2019
Letter ID: L2005177920
Period: December 31, 2018
Account #: 1027-8052



AMY GRAY BERRY
CLAY CO BOARD OF SUPERVISORS
PO BOX 815
WEST POINT MS 39773-0815

MCKIBBEN PRENTICE JR
207 GARDEN CT COVE
WEST POINT MS 397730000

Reimbursement Year: 2018

Parcel#: 091C 30A 0183600

School District: West Point Consolidated School District

This is notice that the Department is making an adjustment to the County's Homestead Exemption reimbursement. The above applicant is not qualified for Homestead Exemption.

02. Applicant or applicant's spouse claims to be a resident of another state when assessed with income tax. §27-33-63 (2)

If the applicant has any questions about an income tax debt, they may review their account information online through the Taxpayer Access Point at www.dor.ms.gov. If the applicant has any questions about residency status or does not have internet access, they may call 601-923-7618 for assistance.

Please complete the enclosed Notice Certification and forward to the appropriate offices as directed.

You may provide a copy of this notice to the applicant. Please note that the applicant must file any objection to this action with the Clerk of the CLAY County Board of Supervisors (Chancery Clerk's office), not the Department. The applicant has 30 days from the date of this letter to file the objection with the Clerk. If not filed in the time provided, the decision to disallow the applicants homestead exemption is final.

Sincerely,
Tax Administrator

Enclosure: Notice Certification

Indexing Instructions:

Old Waverly Golf Dev.
Lot: 7 Block:
S: T: R:

P.O. Box 1033 Jackson, MS 39215 Phone: (601) 923-7700 Fax: (601) 923-7714

Form # rL0011 v. v10.1

Visit www.dor.ms.gov for tax information and online filing. If you call, please have this letter with you.

Notice Certification

Date: February 26, 2019
Letter ID: L2005177920
Period: December 31, 2018

This certifies that the Board of Supervisors for CLAY County considered the Notice of the Department of Revenue of its disallowance of the Homestead Exemption for the below applicant. The Board entered into its minutes its determination concerning whether to accept or object to this action.

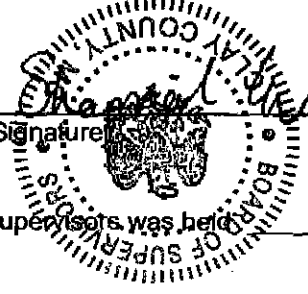
Applicant Name	Parcel #	School District
MCKIBBEN PRENTICE JR 207 GARDEN CT COVE WEST POINT MS 397730000	091C 30A 0183600	West Point Consolidated School District

Agree and Accept

The Board has met and entered into its minutes an order directing that the CLAY County Tax Collector re-assess and list the above property as subject to all taxes. The tax is due and payable on or before the next February 1, following the date of this notice.

So certified and confirmed by the Clerk of the CLAY Board of Supervisors,

Clerk Amy Berry by:  D.C.
(Board Clerk Signature)



The meeting of the CLAY Board of Supervisors was held 4-29-19
(Enter Date)

If in agreement, a copy of this completed document must be provided to the CLAY County Tax Collector.

Disagree and Object

The Board has met and entered into its minutes an order of its intent to file an objection with the Department of Revenue concerning this action.

So certified and confirmed by the Clerk of the CLAY Board of Supervisors,

Clerk _____
(Board Clerk Signature)

The meeting of the CLAY Board of Supervisors was held _____
(Enter Date)

If in disagreement, a copy of this completed document must be provided to the Department of Revenue, Office of Property Tax. A copy of the order of the Board of Supervisors providing the reason for the objection must be attached along with any documentation necessary to support the objection.

Homestead Notice of Adjustment

DEPARTMENT OF REVENUE STATE OF MISSISSIPPI



Date: February 26, 2019
Letter ID: L1051840064
Period: December 31, 2018
Account #: 1027-8052



Barcode

AMY GRAY BERRY
CLAY CO BOARD OF SUPERVISORS
PO BOX 815
WEST POINT MS 39773-0815

PETTY PEYTON JR
5238 HOPEWELL RD
CEDAR BLUFF MS 397410000

Reimbursement Year: 2018

Parcel#: 045 23 0090000

School District: West Point Consolidated School District

This is notice that the Department is making an adjustment to the County's Homestead Exemption reimbursement. The above applicant is not qualified for Homestead Exemption.

35. Applicant or applicant's spouse has failed to comply with the income tax laws of Mississippi. §27-33-63 (2)

If the applicant has any questions about an income tax debt, they may review their account information online through the Taxpayer Access Point at www.dor.ms.gov. If the applicant has any questions about residency status or does not have internet access, they may call 601-923-7618 for assistance.

Please complete the enclosed Notice Certification and forward to the appropriate offices as directed.

You may provide a copy of this notice to the applicant. Please note that the applicant must file any objection to this action with the Clerk of the CLAY County Board of Supervisors (Chancery Clerk's office), not the Department. The applicant has 30 days from the date of this letter to file the objection with the Clerk. If not filed in the time provided, the decision to disallow the applicants homestead exemption is final.

Sincerely,
Tax Administrator

Enclosure: Notice Certification

Indexing Instructions:

SW 1/4 SE 1/4
Lot: Block:
S: 23 T: 16 R: 4

P.O. Box 1033 Jackson, MS 39215 Phone: (601) 923-7700 Fax: (601) 923-7714

Form # rL0011 v. v10.1

Visit www.dor.ms.gov for tax information and online filing. If you call, please have this letter with you.

Notice Certification

Date: February 26, 2019
Letter ID: L1051840064
Period: December 31, 2018

This certifies that the Board of Supervisors for CLAY County considered the Notice of the Department of Revenue of its disallowance of the Homestead Exemption for the below applicant. The Board entered into its minutes its determination concerning whether to accept or object to this action.

Applicant Name	Parcel #	School District
PETTY PEYTON JR 5238 HOPEWELL RD CEDAR BLUFF MS 397410000	045 23 0090000	West Point Consolidated School District

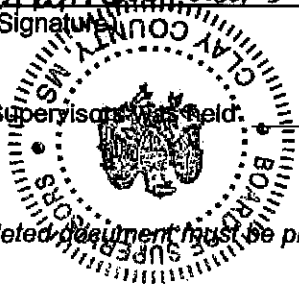
Agree and Accept

The Board has met and entered into its minutes an order directing that the CLAY County Tax Collector re-assess and list the above property as subject to all taxes. The tax is due and payable on or before the next February 1, following the date of this notice.

So certified and confirmed by the Clerk of the CLAY Board of Supervisors,

Clerk Amy Berry by Shamial Lewis D.C.
(Board Clerk Signature)

The meeting of the CLAY Board of Supervisors was held 4-29-19
(Enter Date)



If in agreement, a copy of this completed document must be provided to the CLAY County Tax Collector.

Disagree and Object

The Board has met and entered into its minutes an order of its intent to file an objection with the Department of Revenue concerning this action.

So certified and confirmed by the Clerk of the CLAY Board of Supervisors,

Clerk _____
(Board Clerk Signature)

The meeting of the CLAY Board of Supervisors was held _____
(Enter Date)

If in disagreement, a copy of this completed document must be provided to the Department of Revenue, Office of Property Tax. A copy of the order of the Board of Supervisors providing the reason for the objection must be attached along with any documentation necessary to support the objection.

Homestead Notice of Adjustment

DEPARTMENT OF
REVENUE
STATE OF MISSISSIPPI



Date: February 26, 2019
Letter ID: L0230987328
Period: December 31, 2018
Account #: 1027-8052



AMY GRAY BERRY
CLAY CO BOARD OF SUPERVISORS
PO BOX 815
WEST POINT MS 39773-0815

POLLARD JAKE WESLEY
7371 POLLARD LANE
WEST POINT MS 397730000

Reimbursement Year: 2018

Parcel#: 064A 34B 0020000

School District: West Point Consolidated School District

This is notice that the Department is making an adjustment to the County's Homestead Exemption reimbursement. The above applicant is not qualified for Homestead Exemption.

35. Applicant or applicant's spouse has failed to comply with the income tax laws of Mississippi. §27-33-63 (2)

If the applicant has any questions about an income tax debt, they may review their account information online through the Taxpayer Access Point at www.dor.ms.gov. If the applicant has any questions about residency status or does not have internet access, they may call 601-923-7618 for assistance.

Please complete the enclosed Notice Certification and forward to the appropriate offices as directed.

You may provide a copy of this notice to the applicant. Please note that the applicant must file any objection to this action with the Clerk of the CLAY County Board of Supervisors (Chancery Clerk's office), not the Department. The applicant has 30 days from the date of this letter to file the objection with the Clerk. If not filed in the time provided, the decision to disallow the applicants homestead exemption is final.

Sincerely,
Tax Administrator

Enclosure: Notice Certification

Indexing Instructions:

Siloam Sub
Lot: 33E34 Block: _____
S: _____ T: _____ R: _____

P.O. Box 1033 Jackson, MS 39215 Phone: (601) 923-7700 Fax: (601) 923-7714

Form # LD011 v. v10.1

Visit www.dor.ms.gov for tax information and online filing. If you call, please have this letter with you.

Notice Certification

Date: February 26, 2019
Letter ID: L0230987328
Period: December 31, 2018

This certifies that the Board of Supervisors for CLAY County considered the Notice of the Department of Revenue of its disallowance of the Homestead Exemption for the below applicant. The Board entered into its minutes its determination concerning whether to accept or object to this action.

Applicant Name	Parcel #	School District
POLLARD JAKE WESLEY 7371 POLLARD LANE WEST POINT MS 397730000	064A 34B 0020000	West Point Consolidated School District

Agree and Accept

The Board has met and entered into its minutes an order directing that the CLAY County Tax Collector re-assess and list the above property as subject to all taxes. The tax is due and payable on or before the next February 1, following the date of this notice.

So certified and confirmed by the Clerk of the CLAY Board of Supervisors,

Clerk Amy Berry by: Shamesha L. L. D.C.
(Board Clerk Signature)

The meeting of the CLAY Board of Supervisors was held 4-29-19
(Enter Date)

If in agreement, a copy of this completed document must be provided to the CLAY County Tax Collector.

Disagree and Object

The Board has met and entered into its minutes an order of its intent to file an objection with the Department of Revenue concerning this action.

So certified and confirmed by the Clerk of the CLAY Board of Supervisors,

Clerk _____
(Board Clerk Signature)

The meeting of the CLAY Board of Supervisors was held _____
(Enter Date)

If in disagreement, a copy of this completed document must be provided to the Department of Revenue, Office of Property Tax. A copy of the order of the Board of Supervisors providing the reason for the objection must be attached along with any documentation necessary to support the objection.

Homestead Notice of Adjustment

DEPARTMENT OF
REVENUE
STATE OF MISSISSIPPI



Date: February 26, 2019
Letter ID: L0725208640
Period: December 31, 2018
Account #: 1027-8052



AMY GRAY BERRY
CLAY CO BOARD OF SUPERVISORS
PO BOX 815
WEST POINT MS 39773-0815

RAMBUS JAMES L
5139 JUDGE THOMAS RD
WEST POINT MS 397730000

Reimbursement Year: 2018

Parcel#: 085B 09A 0220100

School District: West Point Consolidated School District

This is notice that the Department is making an adjustment to the County's Homestead Exemption reimbursement. The above applicant is not qualified for Homestead Exemption.

35. Applicant or applicant's spouse has failed to comply with the income tax laws of Mississippi. §27-33-63 (2)

If the applicant has any questions about an income tax debt, they may review their account information online through the Taxpayer Access Point at www.dor.ms.gov. If the applicant has any questions about residency status or does not have internet access, they may call 601-923-7618 for assistance.

Please complete the enclosed Notice Certification and forward to the appropriate offices as directed.

You may provide a copy of this notice to the applicant. Please note that the applicant must file any objection to this action with the Clerk of the CLAY County Board of Supervisors (Chancery Clerk's office), not the Department. The applicant has 30 days from the date of this letter to file the objection with the Clerk. If not filed in the time provided, the decision to disallow the applicants homestead exemption is final.

Sincerely,
Tax Administrator

Enclosure: Notice Certification

Indexing Instructions:

Lot in N 1/2 NE 1/4 SW 1/4

Lot: _____ Block: _____
S: 9 T: 17 R: 7

P.O. Box 1033 Jackson, MS 39215 Phone: (601) 923-7700 Fax: (601) 923-7714

Form # 4L0011 v. v10.1

Visit www.dor.ms.gov for tax information and online filing. If you call, please have this letter with you.

Notice Certification

Date: February 26, 2019
Letter ID: L0725208640
Period: December 31, 2018

This certifies that the Board of Supervisors for CLAY County considered the Notice of the Department of Revenue of its disallowance of the Homestead Exemption for the below applicant. The Board entered into its minutes its determination concerning whether to accept or object to this action.

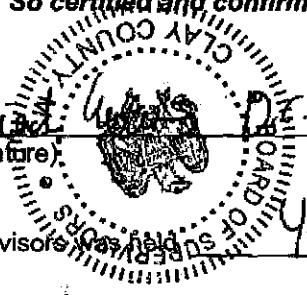
Applicant Name	Parcel #	School District
RAMBUS JAMES L 5139 JUDGE THOMAS RD WEST POINT MS 397730000	085B 09A 0220100	West Point Consolidated School District

Agree and Accept

The Board has met and entered into its minutes an order directing that the CLAY County Tax Collector re-assess and list the above property as subject to all taxes. The tax is due and payable on or before the next February 1, following the date of this notice.

So certified and confirmed by the Clerk of the CLAY Board of Supervisors,

Clerk Amy Berry by: [Signature]
(Board Clerk Signature)



The meeting of the CLAY Board of Supervisors was held 4-29-19
(Enter Date)

If in agreement, a copy of this completed document must be provided to the CLAY County Tax Collector.

Disagree and Object

The Board has met and entered into its minutes an order of its intent to file an objection with the Department of Revenue concerning this action.

So certified and confirmed by the Clerk of the CLAY Board of Supervisors,

Clerk _____
(Board Clerk Signature)

The meeting of the CLAY Board of Supervisors was held _____
(Enter Date)

If in disagreement, a copy of this completed document must be provided to the Department of Revenue, Office of Property Tax. A copy of the order of the Board of Supervisors providing the reason for the objection must be attached along with any documentation necessary to support the objection.

Homestead Notice of Adjustment



Date: February 26, 2019
Letter ID: L1006227008
Period: December 31, 2018
Account #: 1027-8052

QR code and address: AMY GRAY BERRY, CLAY CO BOARD OF SUPERVISORS, PO BOX 815, WEST POINT MS 39773-0815

RICHARD DARRELL D SR, 114 HICKORY RIDGE D, WEST POINT MS 397730000

Reimbursement Year: 2018
Parcel#: 083D213A 0031000
School District: West Point Consolidated School District

This is notice that the Department is making an adjustment to the County's Homestead Exemption reimbursement. The above applicant is not qualified for Homestead Exemption.

35. Applicant or applicant's spouse has failed to comply with the income tax laws of Mississippi. §27-33-63 (2)

If the applicant has any questions about an income tax debt, they may review their account information online through the Taxpayer Access Point at www.dor.ms.gov. If the applicant has any questions about residency status or does not have internet access, they may call 601-923-7618 for assistance.

Please complete the enclosed Notice Certification and forward to the appropriate offices as directed.

You may provide a copy of this notice to the applicant. Please note that the applicant must file any objection to this action with the Clerk of the CLAY County Board of Supervisors (Chancery Clerk's office), not the Department. The applicant has 30 days from the date of this letter to file the objection with the Clerk. If not filed in the time provided, the decision to disallow the applicants homestead exemption is final.

Sincerely, Tax Administrator

Enclosure: Notice Certification

Indexing Instructions:
21 SE 1/4 NW 1/4 N of Rd
Lot: Block:
S: 13 T: 17 R: 6

P.O. Box 1033 Jackson, MS 39215 Phone: (601) 923-7700 Fax: (601) 923-7714

Form # R0011 v. v10.1

Visit www.dor.ms.gov for tax information and online filing. If you call, please have this letter with you.

Notice Certification

Date: February 26, 2019
Letter ID: L1006227008
Period: December 31, 2018

This certifies that the Board of Supervisors for CLAY County considered the Notice of the Department of Revenue of its disallowance of the Homestead Exemption for the below applicant. The Board entered into its minutes its determination concerning whether to accept or object to this action.

Applicant Name	Parcel #	School District
RICHARD DARRELL D SR 114 HICKORY RIDGE D WEST POINT MS 397730000	083D213A 0031000	West Point Consolidated School District

Agree and Accept

The Board has met and entered into its minutes an order directing that the CLAY County Tax Collector re-assess and list the above property as subject to all taxes. The tax is due and payable on or before the next February 1, following the date of this notice.

So certified and confirmed by the Clerk of the CLAY Board of Supervisors,

Clerk Amy Berry by Shamial Williams, Jr.
(Board Clerk Signature)



The meeting of the CLAY Board of Supervisors was held 6-29-19
(Enter Date)

If in agreement, a copy of this completed document must be provided to the CLAY County Tax Collector.

Disagree and Object

The Board has met and entered into its minutes an order of its intent to file an objection with the Department of Revenue concerning this action.

So certified and confirmed by the Clerk of the CLAY Board of Supervisors,

Clerk _____
(Board Clerk Signature)

The meeting of the CLAY Board of Supervisors was held _____
(Enter Date)

If in disagreement, a copy of this completed document must be provided to the Department of Revenue, Office of Property Tax. A copy of the order of the Board of Supervisors providing the reason for the objection must be attached along with any documentation necessary to support the objection.

Homestead Notice of Adjustment

DEPARTMENT OF REVENUE STATE OF MISSISSIPPI



Date: February 26, 2019
Letter ID: L0463064640
Period: December 31, 2018
Account #: 1027-8052



AMY GRAY BERRY
CLAY CO BOARD OF SUPERVISORS
PO BOX 815
WEST POINT MS 39773-0815

ROSE MATTHEW CARL
174 TOURNAMNET ST
WEST POINT MS 397730000

Reimbursement Year: 2018
Parcel#: 083C214E 0020000
School District: West Point Consolidated School District

This is notice that the Department is making an adjustment to the County's Homestead Exemption reimbursement. The above applicant is not qualified for Homestead Exemption.

35. Applicant or applicant's spouse has failed to comply with the income tax laws of Mississippi. §27-33-63 (2)

If the applicant has any questions about an income tax debt, they may review their account information online through the Taxpayer Access Point at www.dor.ms.gov. If the applicant has any questions about residency status or does not have internet access, they may call 601-923-7618 for assistance.

Please complete the enclosed Notice Certification and forward to the appropriate offices as directed.

You may provide a copy of this notice to the applicant. Please note that the applicant must file any objection to this action with the Clerk of the CLAY County Board of Supervisors (Chancery Clerk's office), not the Department. The applicant has 30 days from the date of this letter to file the objection with the Clerk. If not filed in the time provided, the decision to disallow the applicants homestead exemption is final.

Sincerely,
Tax Administrator

Enclosure: Notice Certification

Indexing Instructions:

Lot: 3 Block: 25
T: R:

P.O. Box 1033 Jackson, MS 39215 Phone: (601) 923-7700 Fax: (601) 923-7714

Form # RL0011 v. v10.1

Visit www.dor.ms.gov for tax information and online filing. If you call, please have this letter with you.

Notice Certification

Date: February 26, 2019
Letter ID: L0463064640
Period: December 31, 2018

This certifies that the Board of Supervisors for CLAY County considered the Notice of the Department of Revenue of its disallowance of the Homestead Exemption for the below applicant. The Board entered into its minutes its determination concerning whether to accept or object to this action.

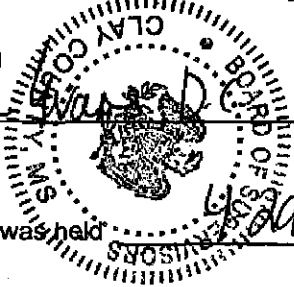
Applicant Name	Parcel #	School District
ROSE MATTHEW CARL 174 TOURNAMNET ST WEST POINT MS 397730000	083C214E 0020000	West Point Consolidated School District

Agree and Accept

The Board has met and entered into its minutes an order directing that the CLAY County Tax Collector re-assess and list the above property as subject to all taxes. The tax is due and payable on or before the next February 1, following the date of this notice.

So certified and confirmed by the Clerk of the CLAY Board of Supervisors,

Clerk Amy Berry by: Shamuel [Signature]
(Board Clerk Signature)



The meeting of the CLAY Board of Supervisors was held _____
(Enter Date)

If in agreement, a copy of this completed document must be provided to the CLAY County Tax Collector.

Disagree and Object

The Board has met and entered into its minutes an order of its intent to file an objection with the Department of Revenue concerning this action.

So certified and confirmed by the Clerk of the CLAY Board of Supervisors,

Clerk _____
(Board Clerk Signature)

The meeting of the CLAY Board of Supervisors was held _____
(Enter Date)

If in disagreement, a copy of this completed document must be provided to the Department of Revenue, Office of Property Tax. A copy of the order of the Board of Supervisors providing the reason for the objection must be attached along with any documentation necessary to support the objection.

Homestead Notice of Adjustment

DEPARTMENT OF
REVENUE
STATE OF MISSISSIPPI



Date: February 26, 2019
Letter ID: L0470371904
Period: December 31, 2018
Account #: 1027-8052



AMY GRAY BERRY
CLAY CO BOARD OF SUPERVISORS
PO BOX 815
WEST POINT MS 39773-0815

SPENCER DOLLIE F
404 BASKIN ST
WEST POINT MS 397730000

Reimbursement Year: 2018

Parcel#: 083B211D 0230000

School District: West Point Consolidated School District

This is notice that the Department is making an adjustment to the County's Homestead Exemption reimbursement. The above applicant is not qualified for Homestead Exemption.

35. Applicant or applicant's spouse has failed to comply with the income tax laws of Mississippi. §27-33-63 (2)

If the applicant has any questions about an income tax debt, they may review their account information online through the Taxpayer Access Point at www.dor.ms.gov. If the applicant has any questions about residency status or does not have internet access, they may call 601-923-7618 for assistance.

Please complete the enclosed Notice Certification and forward to the appropriate offices as directed.

You may provide a copy of this notice to the applicant. Please note that the applicant must file any objection to this action with the Clerk of the CLAY County Board of Supervisors (Chancery Clerk's office), not the Department. The applicant has 30 days from the date of this letter to file the objection with the Clerk. If not filed in the time provided, the decision to disallow the applicants homestead exemption is final.

Sincerely,
Tax Administrator

Enclosure: Notice Certification

Indexing Instructions:

SCOTT Street Sub
Lot: 4 Block: _____
S: _____ T: _____ R: _____

P.O. Box 1033 Jackson, MS 39215 Phone: (601) 923-7700 Fax: (601) 923-7714

Form # rL0011 v. v10.1

Visit www.dor.ms.gov for tax information and online filing. If you call, please have this letter with you.

Notice Certification

Date: February 26, 2019
Letter ID: L0470371904
Period: December 31, 2018

This certifies that the Board of Supervisors for CLAY County considered the Notice of the Department of Revenue of its disallowance of the Homestead Exemption for the below applicant. The Board entered into its minutes its determination concerning whether to accept or object to this action.

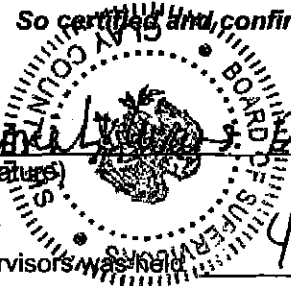
Applicant Name	Parcel #	School District
SPENCER DOLLIE F 404 BASKIN ST WEST POINT MS 397730000	083B211D 0230000	West Point Consolidated School District

Agree and Accept

The Board has met and entered into its minutes an order directing that the CLAY County Tax Collector re-assess and list the above property as subject to all taxes. The tax is due and payable on or before the next February 1, following the date of this notice.

So certified and confirmed by the Clerk of the CLAY Board of Supervisors,

Clerk Amy Berry by: [Signature]
(Board Clerk Signature)



The meeting of the CLAY Board of Supervisors was held _____
(Enter Date)

If in agreement, a copy of this completed document must be provided to the CLAY County Tax Collector.

Disagree and Object

The Board has met and entered into its minutes an order of its intent to file an objection with the Department of Revenue concerning this action.

So certified and confirmed by the Clerk of the CLAY Board of Supervisors,

Clerk _____
(Board Clerk Signature)

The meeting of the CLAY Board of Supervisors was held _____
(Enter Date)

If in disagreement, a copy of this completed document must be provided to the Department of Revenue, Office of Property Tax. A copy of the order of the Board of Supervisors providing the reason for the objection must be attached along with any documentation necessary to support the objection.

Homestead Notice of Adjustment



Date: February 26, 2019
Letter ID: L0372887104
Period: December 31, 2018
Account #: 1027-8052



AMY GRAY BERRY
CLAY CO BOARD OF SUPERVISORS
PO BOX 815
WEST POINT MS 39773-0815

STEVENSON JULIA S
8759 SILOAM RD
WEST POINT MS 397730000

Reimbursement Year: 2018

Parcel#: 064 04 0010200

School District: West Point Consolidated School District

This is notice that the Department is making an adjustment to the County's Homestead Exemption reimbursement. The above applicant is not qualified for Homestead Exemption.

35. Applicant or applicant's spouse has failed to comply with the income tax laws of Mississippi. §27-33-63 (2)

If the applicant has any questions about an income tax debt, they may review their account information online through the Taxpayer Access Point at www.dor.ms.gov. If the applicant has any questions about residency status or does not have internet access, they may call 601-923-7618 for assistance.

Please complete the enclosed Notice Certification and forward to the appropriate offices as directed.

You may provide a copy of this notice to the applicant. Please note that the applicant must file any objection to this action with the Clerk of the CLAY County Board of Supervisors (Chancery Clerk's office), not the Department. The applicant has 30 days from the date of this letter to file the objection with the Clerk. If not filed in the time provided, the decision to disallow the applicants homestead exemption is final.

Sincerely,
Tax Administrator

Enclosure: Notice Certification

Indexing Instructions:

N12 SE 114
Lot: Block:
S: 4 T: 17 R: 5

P.O. Box 1033 Jackson, MS 39215 Phone: (601) 923-7700 Fax: (601) 923-7714

Form # RL0011 v. v10.1

Visit www.dor.ms.gov for tax information and online filing. If you call, please have this letter with you.

Notice Certification

Date: February 26, 2019
Letter ID: L0372887104
Period: December 31, 2018

This certifies that the Board of Supervisors for CLAY County considered the Notice of the Department of Revenue of its disallowance of the Homestead Exemption for the below applicant. The Board entered into its minutes its determination concerning whether to accept or object to this action.

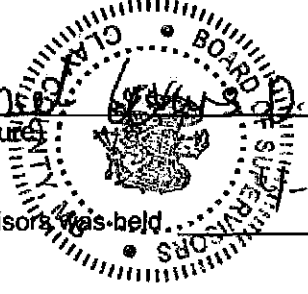
Applicant Name	Parcel #	School District
STEVENSON JULIA S 8759 SILOAM RD WEST POINT MS 397730000	064 04 0010200	West Point Consolidated School District

Agree and Accept

The Board has met and entered into its minutes an order directing that the CLAY County Tax Collector re-assess and list the above property as subject to all taxes. The tax is due and payable on or before the next February 1, following the date of this notice.

So certified and confirmed by the Clerk of the CLAY Board of Supervisors,

Clerk Amy Berry by: Shamesh D.C.
(Board Clerk Signature)



The meeting of the CLAY Board of Supervisors was held _____
(Enter Date)

If in agreement, a copy of this completed document must be provided to the CLAY County Tax Collector.

Disagree and Object

The Board has met and entered into its minutes an order of its intent to file an objection with the Department of Revenue concerning this action.

So certified and confirmed by the Clerk of the CLAY Board of Supervisors,

Clerk _____
(Board Clerk Signature)

The meeting of the CLAY Board of Supervisors was held _____
(Enter Date)

If in disagreement, a copy of this completed document must be provided to the Department of Revenue, Office of Property Tax. A copy of the order of the Board of Supervisors providing the reason for the objection must be attached along with any documentation necessary to support the objection.

Homestead Notice of Adjustment



Date: February 26, 2019
Letter ID: L0927346240
Period: December 31, 2018
Account #: 1027-8052



AMY GRAY BERRY
CLAY CO BOARD OF SUPERVISORS
PO BOX 815
WEST POINT MS 39773-0815

TOWNSEND JOHN JOE
3223 HWY 46
CEDAR BLUFF MS 397410000

Reimbursement Year: 2018

Parcel#: 078 08 0180000 078
08 0180200

School District: West Point Consolidated School District

This is notice that the Department is making an adjustment to the County's Homestead Exemption reimbursement. The above applicant is not qualified for Homestead Exemption.

35. Applicant or applicant's spouse has failed to comply with the income tax laws of Mississippi. §27-33-63 (2)

If the applicant has any questions about an income tax debt, they may review their account information online through the Taxpayer Access Point at www.dor.ms.gov. If the applicant has any questions about residency status or does not have internet access, they may call 601-923-7618 for assistance.

Please complete the enclosed Notice Certification and forward to the appropriate offices as directed.

You may provide a copy of this notice to the applicant. Please note that the applicant must file any objection to this action with the Clerk of the CLAY County Board of Supervisors (Chancery Clerk's office), not the Department. The applicant has 30 days from the date of this letter to file the objection with the Clerk. If not filed in the time provided, the decision to disallow the applicants homestead exemption is final.

Sincerely,
Tax Administrator

Enclosure: Notice Certification

Indexing Instructions:

W side NE 1/4
Lot: Block:
S: 8 T: 17 R: 5

P.O. Box 1033 Jackson, MS 39215 Phone: (601) 923-7714 Fax: (601) 923-7714

Form # rL0011 v. v10.1

Visit www.dor.ms.gov for tax information and online filing. If you call, please have this letter with you.

Notice Certification

Date: February 26, 2019
Letter ID: L0927346240
Period: December 31, 2018

This certifies that the Board of Supervisors for CLAY County considered the Notice of the Department of Revenue of its disallowance of the Homestead Exemption for the below applicant. The Board entered into its minutes its determination concerning whether to accept or object to this action.

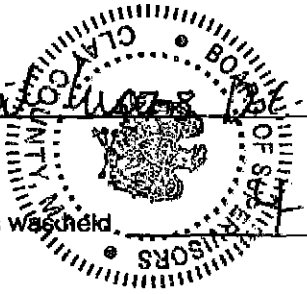
Applicant Name	Parcel #	School District
TOWNSEND JOHN JOE 3223 HWY 46 CEDAR BLUFF MS 397410000	078 08 0180000 078 08 0180200	West Point Consolidated School District

Agree and Accept

The Board has met and entered into its minutes an order directing that the CLAY County Tax Collector re-assess and list the above property as subject to all taxes. The tax is due and payable on or before the next February 1, following the date of this notice.

So certified and confirmed by the Clerk of the CLAY Board of Supervisors,

Clerk Amy Berry by: Shama Williams
 (Board Clerk Signature)



The meeting of the CLAY Board of Supervisors was held 2-29-19
 (Enter Date)

If in agreement, a copy of this completed document must be provided to the CLAY County Tax Collector.

Disagree and Object

The Board has met and entered into its minutes an order of its intent to file an objection with the Department of Revenue concerning this action.

So certified and confirmed by the Clerk of the CLAY Board of Supervisors,

Clerk _____
(Board Clerk Signature)

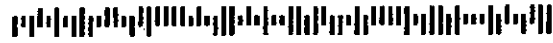
The meeting of the CLAY Board of Supervisors was held _____
(Enter Date)

If in disagreement, a copy of this completed document must be provided to the Department of Revenue, Office of Property Tax. A copy of the order of the Board of Supervisors providing the reason for the objection must be attached along with any documentation necessary to support the objection.

Homestead Notice of Adjustment



Date: February 26, 2019
Letter ID: L1232719424
Period: December 31, 2018
Account #: 1027-8052



AMY GRAY BERRY
CLAY CO BOARD OF SUPERVISORS
PO BOX 815
WEST POINT MS 39773-0815

WHITT LEONARD E JR
4760 HWY 47
WEST POINT MS 397730000

Reimbursement Year: 2018

Parcel#: 048 23 0040100

School District: West Point Consolidated School District

This is notice that the Department is making an adjustment to the County's Homestead Exemption reimbursement. The above applicant is not qualified for Homestead Exemption.

35. Applicant or applicant's spouse has failed to comply with the income tax laws of Mississippi. §27-33-63 (2)

If the applicant has any questions about an income tax debt, they may review their account information online through the Taxpayer Access Point at www.dor.ms.gov. If the applicant has any questions about residency status or does not have internet access, they may call 601-923-7618 for assistance.

Please complete the enclosed Notice Certification and forward to the appropriate offices as directed.

You may provide a copy of this notice to the applicant. Please note that the applicant must file any objection to this action with the Clerk of the CLAY County Board of Supervisors (Chancery Clerk's office), not the Department. The applicant has 30 days from the date of this letter to file the objection with the Clerk. If not filed in the time provided, the decision to disallow the applicants homestead exemption is final.

Sincerely,
Tax Administrator

Enclosure: Notice Certification

Indexing Instructions:

SW 1/4 NW 1/4
Lot: _____ Block: _____
S: 23 T: 16 R: 6

P.O. Box 1033 Jackson, MS 39215 Phone: (601) 923-7700 Fax: (601) 923-7714

Form # rL0011 v. v10.1

Visit www.dor.ms.gov for tax information and online filing. If you call, please have this letter with you.

Notice Certification

Date: February 26, 2019
Letter ID: L1232719424
Period: December 31, 2018

This certifies that the Board of Supervisors for CLAY County considered the Notice of the Department of Revenue of its disallowance of the Homestead Exemption for the below applicant. The Board entered into its minutes its determination concerning whether to accept or object to this action.

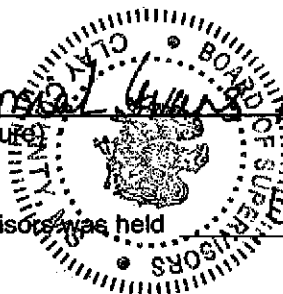
Applicant Name	Parcel #	School District
WHITT LEONARD E JR 4760 HWY 47 WEST POINT MS 397730000	048 23 0040100	West Point Consolidated School District

Agree and Accept

The Board has met and entered into its minutes an order directing that the CLAY County Tax Collector re-assess and list the above property as subject to all taxes. The tax is due and payable on or before the next February 1, following the date of this notice.

So certified and confirmed by the Clerk of the CLAY Board of Supervisors,

Clerk Amy Berry Shamond Lewis D.C.
(Board Clerk Signature)



The meeting of the CLAY Board of Supervisors was held 4-29-19
(Enter Date)

If in agreement, a copy of this completed document must be provided to the CLAY County Tax Collector.

Disagree and Object

The Board has met and entered into its minutes an order of its intent to file an objection with the Department of Revenue concerning this action.

So certified and confirmed by the Clerk of the CLAY Board of Supervisors,

Clerk _____
(Board Clerk Signature)

The meeting of the CLAY Board of Supervisors was held _____
(Enter Date)

If in disagreement, a copy of this completed document must be provided to the Department of Revenue, Office of Property Tax. A copy of the order of the Board of Supervisors providing the reason for the objection must be attached along with any documentation necessary to support the objection.

Homestead Notice of Adjustment

DEPARTMENT OF
REVENUE
STATE OF MISSISSIPPI



Date: February 26, 2019
Letter ID: L1741246016
Period: December 31, 2018
Account #: 1027-8052



AMY GRAY BERRY
CLAY CO BOARD OF SUPERVISORS
PO BOX 815
WEST POINT MS 39773-0815

MORGAN SHELLEY W
30034 HWY 50 E
WEST POINT MS 397730000

Reimbursement Year: 2018

Parcel#: 084D 17A 0010000

School District: West Point Consolidated School District

This is notice that the Department is making an adjustment to the County's Homestead Exemption reimbursement. The above applicant is not qualified for Homestead Exemption.

35. Applicant or applicant's spouse has failed to comply with the income tax laws of Mississippi. §27-33-63 (2)

If the applicant has any questions about an income tax debt, they may review their account information online through the Taxpayer Access Point at www.dor.ms.gov. If the applicant has any questions about residency status or does not have internet access, they may call 601-923-7618 for assistance.

Please complete the enclosed Notice Certification and forward to the appropriate offices as directed.

You may provide a copy of this notice to the applicant. Please note that the applicant must file any objection to this action with the Clerk of the CLAY County Board of Supervisors (Chancery Clerk's office), not the Department. The applicant has 30 days from the date of this letter to file the objection with the Clerk. If not filed in the time provided, the decision to disallow the applicants homestead exemption is final.

Sincerely,
Tax Administrator

Enclosure: Notice Certification

Indexing Instructions:

W12 N514
Lot: _____ Block: _____
S: 17 T: 17 R: 1

P.O. Box 1033 Jackson, MS 39215 Phone: (601) 923-7700 Fax: (601) 923-7714

Form # RL0011 v. v10.1

Visit www.dor.ms.gov for tax information and online filing. If you call, please have this letter with you.

Notice Certification

Date: February 26, 2019
Letter ID: L1741246016
Period: December 31, 2018

This certifies that the Board of Supervisors for CLAY County considered the Notice of the Department of Revenue of its disallowance of the Homestead Exemption for the below applicant. The Board entered into its minutes its determination concerning whether to accept or object to this action.

Applicant Name	Parcel #	School District
MORGAN SHELLEY W 30034 HWY 50 E WEST POINT MS 397730000	084D 17A 0010000	West Point Consolidated School District

Agree and Accept

The Board has met and entered into its minutes an order directing that the CLAY County Tax Collector re-assess and list the above property as subject to all taxes. The tax is due and payable on or before the next February 1, following the date of this notice.

So certified and confirmed by the Clerk of the CLAY Board of Supervisors,

Clerk Amy Berry by Shamiah [Signature]
(Board Clerk Signature)

The meeting of the CLAY Board of Supervisors was held 29-19
(Enter Date)

If in agreement, a copy of this completed document must be provided to the CLAY County Tax Collector.

Disagree and Object

The Board has met and entered into its minutes an order of its intent to file an objection with the Department of Revenue concerning this action.

So certified and confirmed by the Clerk of the CLAY Board of Supervisors,

Clerk _____
(Board Clerk Signature)

The meeting of the CLAY Board of Supervisors was held _____
(Enter Date)

If in disagreement, a copy of this completed document must be provided to the Department of Revenue, Office of Property Tax. A copy of the order of the Board of Supervisors providing the reason for the objection must be attached along with any documentation necessary to support the objection.

Homestead Notice of Adjustment

DEPARTMENT OF REVENUE STATE OF MISSISSIPPI



Date: February 26, 2019
Letter ID: L0378097216
Period: December 31, 2018
Account #: 1027-8052



Barcode

AMY GRAY BERRY
CLAY CO BOARD OF SUPERVISORS
PO BOX 815
WEST POINT MS 39773-0815

HARRIS THERESA
164 W DEER RUN ROAD
WEST POINT MS 397730000

Reimbursement Year: 2018

Parcel#: 089 24 0100000

School District: West Point Consolidated School District

This is notice that the Department is making an adjustment to the County's Homestead Exemption reimbursement. The above applicant is not qualified for Homestead Exemption.

35. Applicant or applicant's spouse has failed to comply with the income tax laws of Mississippi. §27-33-63 (2)

If the applicant has any questions about an income tax debt, they may review their account information online through the Taxpayer Access Point at www.dor.ms.gov. If the applicant has any questions about residency status or does not have internet access, they may call 601-923-7618 for assistance.

Please complete the enclosed Notice Certification and forward to the appropriate offices as directed.

You may provide a copy of this notice to the applicant. Please note that the applicant must file any objection to this action with the Clerk of the CLAY County Board of Supervisors (Chancery Clerk's office), not the Department. The applicant has 30 days from the date of this letter to file the objection with the Clerk. If not filed in the time provided, the decision to disallow the applicants homestead exemption is final.

Sincerely,
Tax Administrator

Enclosure: Notice Certification

Indexing Instructions:
NE 1/4 NE 1/4 NW 1/4
Lot: Block:
S: 24 T: 17 R: 7

P.O. Box 1033 Jackson, MS 39215 Phone: (601) 923-7700 Fax: (601) 923-7714

Form # RL0011 v. v10.1

Visit www.dor.ms.gov for tax information and online filing. If you call, please have this letter with you.

Notice Certification

Date: February 26, 2019
Letter ID: L0378097216
Period: December 31, 2018

This certifies that the Board of Supervisors for CLAY County considered the Notice of the Department of Revenue of its disallowance of the Homestead Exemption for the below applicant. The Board entered into its minutes its determination concerning whether to accept or object to this action.

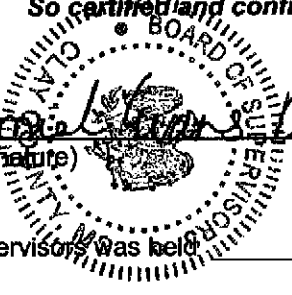
Applicant Name	Parcel #	School District
HARRIS THERESA 164 W DEER RUN ROAD WEST POINT MS 397730000	089 24 0100000	West Point Consolidated School District

Agree and Accept

The Board has met and entered into its minutes an order directing that the CLAY County Tax Collector re-assess and list the above property as subject to all taxes. The tax is due and payable on or before the next February 1, following the date of this notice.

So certified and confirmed by the Clerk of the CLAY Board of Supervisors,

Clerk Amy Berry by: Sharron Williams D.C.
(Board Clerk Signature)



The meeting of the CLAY Board of Supervisors was held 4-29-19
(Enter Date)

If in agreement, a copy of this completed document must be provided to the CLAY County Tax Collector.

Disagree and Object

The Board has met and entered into its minutes an order of its intent to file an objection with the Department of Revenue concerning this action.

So certified and confirmed by the Clerk of the CLAY Board of Supervisors,

Clerk _____
(Board Clerk Signature)

The meeting of the CLAY Board of Supervisors was held _____
(Enter Date)

If in disagreement, a copy of this completed document must be provided to the Department of Revenue, Office of Property Tax. A copy of the order of the Board of Supervisors providing the reason for the objection must be attached along with any documentation necessary to support the objection.

Homestead Notice of Adjustment



Date: February 26, 2019
Letter ID: L1510354496
Period: December 31, 2018
Account #: 1027-8052



AMY GRAY BERRY
CLAY CO BOARD OF SUPERVISORS
PO BOX 815
WEST POINT MS 39773-0815

HILL JEFFERY GORDON
11172 HWY 389
WOODLAND MS 397760000

Reimbursement Year: 2018

Parcel#: 020 27 0050400

School District: West Point Consolidated School District

This is notice that the Department is making an adjustment to the County's Homestead Exemption reimbursement. The above applicant is not qualified for Homestead Exemption.

35. Applicant or applicant's spouse has failed to comply with the income tax laws of Mississippi. §27-33-63 (2)

If the applicant has any questions about an income tax debt, they may review their account information online through the Taxpayer Access Point at www.dor.ms.gov. If the applicant has any questions about residency status or does not have internet access, they may call 601-923-7618 for assistance.

Please complete the enclosed Notice Certification and forward to the appropriate offices as directed.

You may provide a copy of this notice to the applicant. Please note that the applicant must file any objection to this action with the Clerk of the CLAY County Board of Supervisors (Chancery Clerk's office), not the Department. The applicant has 30 days from the date of this letter to file the objection with the Clerk. If not filed in the time provided, the decision to disallow the applicants homestead exemption is final.

Sincerely,
Tax Administrator

Enclosure: Notice Certification

Indexing Instructions:

NE 114 SE 114 SE 114

Lot: _____ Block: _____
S: 27 T: 15 R: 3

P.O. Box 1033 Jackson, MS 39215 Phone: (601) 923-7700 Fax: (601) 923-7714

Form # RL0011 v. v10.1

Visit www.dor.ms.gov for tax information and online filing. If you call, please have this letter with you.

Notice Certification

Date: February 26, 2019
Letter ID: L1510354496
Period: December 31, 2018

This certifies that the Board of Supervisors for CLAY County considered the Notice of the Department of Revenue of its disallowance of the Homestead Exemption for the below applicant. The Board entered into its minutes its determination concerning whether to accept or object to this action.

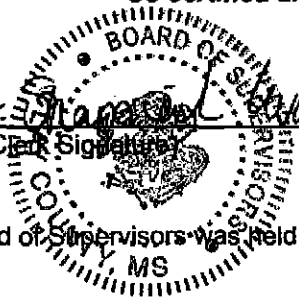
Applicant Name	Parcel #	School District
HILL JEFFERY GORDON 11172 HWY 389 WOODLAND MS 397760000	020 27 0050400	West Point Consolidated School District

Agree and Accept

The Board has met and entered into its minutes an order directing that the CLAY County Tax Collector re-assess and list the above property as subject to all taxes. The tax is due and payable on or before the next February 1, following the date of this notice.

So certified and confirmed by the Clerk of the CLAY Board of Supervisors,

Clerk Amy Berry by: [Signature]
(Board Clerk Signature)



The meeting of the CLAY Board of Supervisors was held 4-29-19
(Enter Date)

If in agreement, a copy of this completed document must be provided to the CLAY County Tax Collector.

Disagree and Object

The Board has met and entered into its minutes an order of its intent to file an objection with the Department of Revenue concerning this action.

So certified and confirmed by the Clerk of the CLAY Board of Supervisors,

Clerk _____
(Board Clerk Signature)

The meeting of the CLAY Board of Supervisors was held _____
(Enter Date)

If in disagreement, a copy of this completed document must be provided to the Department of Revenue, Office of Property Tax. A copy of the order of the Board of Supervisors providing the reason for the objection must be attached along with any documentation necessary to support the objection.

EXHIBIT G

Homestead Exemption Chargeback



000000304 01 AB 0.40 04204 1 304



AMY GRAY BERRY
CLAY CO BOARD OF SUPERVISORS
PO BOX 815
WEST POINT MS 39773-0815

Date: April 04, 2019
Letter ID: L0996924992

HARRELL CAROLINE BRYAN
2920 HARRELL RD
WEST POINT MS 39773

Parcel Number: 091C 30A 0120100
Reimbursement Year: 2018
School District: West Point Consolidated School District

We received your request to adjust and allow the Homestead Exemption reimbursement for the applicant listed above.

Your request is approved. The charges against your reimbursement are reversed.

If you should have any questions, please contact us at 601-923-7618 for assistance. Please have a copy of this letter with you when you call.

Sincerely,
Tax Administrator

000000304001000 - 001



P.O. Box 1033 Jackson, MS 39215 Phone: (601) 923-7700 Fax: (601) 923-7714

Form # mL0006 v. V10

Visit www.dor.ms.gov for tax information and online filing. If you call, please have this letter with you.

EXHIBIT H

**Calculation of Estimated Contributions/Wages For Constables
April 2019**

Calculation:

	Lewis Stafford	Sherman Ivy	
Gross Fee Income *	\$2,100.00	\$1,750.00	(Input)
Minimum Withholding Rate	11%	11%	
Estimated Contributions	<u>\$231.00</u>	<u>\$192.50</u>	
Estimated Contributions	\$231.00	\$192.50	
Divided by PERS EE/ER	21.93%	21.93%	
Estimated Wages To Be Reported To PERS	<u>\$1,053.35</u>	<u>\$877.79</u>	
Estimated Wages	\$1,053.35	\$877.79	
Multiplied by PERS EE Rate	9.00%	9.00%	
Estimated PERS EE Contributions	<u>\$94.80</u>	<u>\$79.00</u>	
Estimated Wages	\$1,053.35	\$877.79	
Multiplied by PERS ER Rate	15.75%	15.75%	
Estimated PERS ER Contributions	<u>\$165.90</u>	<u>\$138.25</u>	

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

Estimated Wages	\$1,053.35	\$877.79	
Estimated PERS EE Contributions	\$94.80	\$79.00	173.80
Estimated PERS ER Contributions	\$165.90	\$138.25	304.15
Total Estimated Contributions	<u>\$260.70</u>	<u>\$217.25</u>	

****Funds to be Paid to Constables****

Gross Fee Income	\$2,100.00	\$1,750.00
Less: Total Estimated PERS EE/ER Contributions	<u>\$260.70</u>	<u>\$217.25</u>
Net Gross	\$1,839.30	\$1,532.75

Need an order to transfer to Payroll Clearing fund \$ 477.95 to remit with Retirement Contributions

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

EXHIBIT I



STATE OF MISSISSIPPI

Tombigbee River Valley Water Management District

DAVID M. KENNARD
EXECUTIVE DIRECTOR

26 April 2019

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

Re: Cleanout of Ditches Located Along the Yokohama Tire Off-Site Rail, Clay County:
PN 13-1903-015

Dear Mr. Davis:

On 25 April 2019 the District's Board of Directors approved Clay County's request for assistance with the cleanout of ditches located along the Yokohama Tire off-site rail in Section 36, Township 16 South, Range 6 East.

Before work can begin on this project, the following paperwork must be executed by the Board and the Board's Attorney and returned to our office: A Local Cooperation Agreement, Right-Of-Entry Form, and Attorney's Certificate. Temporary Easements for ingress and egress will also be required.

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

Sincerely,

A handwritten signature in black ink, appearing to read "David M. Kennard", written over a horizontal line.

David M. Kennard
Executive Director

Cc: Mr. Lynn Horton, District 1 Supervisors
Mrs. Amy Berry, Chancery Clerk
Mr. Carl Hass, TRVWMD Director
Mr. Paul Vickers, TRVWMD Director

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

LOCAL COOPERATION AGREEMENT

TOMBIGBEE RIVER VALLEY WATER MANAGEMENT DISTRICT

AND

CLAY COUNTY

DESCRIPTION OF PROJECT

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

WITNESSETH THAT:

WHEREAS, the authority to provide assistance under the Small Project Authorization Program, PN 13-1903-015 Cleanout of Ditches Located Along the Yokohama Off-Site Rail (hereinafter called the "Project") not specifically authorized by Statute, is contained in the minutes of the Board of Directors' official meeting held 25 April 2019;

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

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

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

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

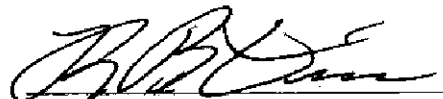
Any work or repairs performed on "County" property will be performed for the benefit of the "County" and if the cost of such work or repairs exceeds the limits set out by the "District", the "County" will further hold and save the "District" free from all damages arising from work performed on "County"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

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

THIS AGREEMENT ADOPTED this _____ day of _____, 2019 by the Board of Supervisors of Clay County as its official act.

COUNTY BOARD OF SUPERVISORS

TOMBIGBEE RIVER VALLEY WATER
MANAGEMENT DISTRICT

BY: 
President

BY: _____
Executive Director

DATE: _____

DATE: _____

STATE OF MISSISSIPPI
CLAY COUNTY

PN 13-1903-015 CLEANOUT OF DITCHES
LOCATED ALONG THE YOKOHAMA OFF-
SITE RAIL

TEMPORARY EASEMENT

For and in consideration of the cleanout of ditches located along the Yokohama Off-Site Rail in Clay County by the Tombigbee River Valley Water Management District, its successors and assigns, the undersigned hereby grants, bargain, sells and warrants unto the Tombigbee River Valley Water Management District a temporary easement over, on and across the following described lands located in Clay County, to-wit;

A strip of land 100 feet in width on the left and right descending bank(s) of an unnamed tributary to McGee Creek owned by the undersigned in Section 36, Township 16 South, Range 6 East.

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

The undersigned do hereby further give and grant unto the Tombigbee River Valley Water Management District, its successors and assigns, all rights of ingress, egress and regress over all or any part of the lands owned by the undersigned that abuts an unnamed tributary of McGee Creek for the purpose of the movements of equipment to be used in the work contemplated.

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

Tombigbee River Valley Water Management District hereby accepts no liability caused to land or property resulting from the implementation of said project not is the District responsible for any future problems caused by flooding, erosion, sediment or debris deposits, and grantor(s) hereby agrees/agree to release Tombigbee River Valley Water Management District from any liability for damages that might result from said project.

WITNESS our signatures this the _____ day of _____, 2019.

Witness _____

Grantor _____

Witness _____

NAME:

ADDRESS:

PHONE:

Witness _____

Grantor _____

Witness _____

NAME:

ADDRESS:

PHONE:

Witness _____

Grantor _____

Witness _____

NAME:

ADDRESS:

PHONE:

Witness _____

Grantor _____

Witness _____

NAME:

ADDRESS:

PHONE:

Witness _____

Grantor _____

Witness _____

NAME:

ADDRESS:

PHONE:

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

TO BE COMPLETED BY NOTARY:

STATE OF MISSISSIPPI
COUNTY OF _____

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

Given under my hand and seal of office, this the _____ day of _____, _____.

NOTARY PUBLIC

SEAL

My Commission Expires: _____

----- OR -----

TO BE COMPLETED BY WITNESS AND NOTARY:

STATE OF MISSISSIPPI
COUNTY OF _____

Personally appeared before the undersigned authority in and for said County and State, _____, one of the subscribing witnesses to the foregoing instrument, who, being first duly sworn, deposes and says that he/she saw the above named _____

(Name of Grantor)

whose name(s) is/are subscribe thereto, sign and deliver the same to the said Tombigbee River Valley Water Management District or that he/she heard the above named _____

(Name of Grantor)

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

(Name of Grantor)

Witness (signature)

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

NOTARY PUBLIC

SEAL

My Commission Expires: _____

RIGHT-OF-ENTRY

In compliance with prior assurances that it will provide sufficient easements and rights-of-way required in connection with the PN 13-1903-015 Cleanout of Ditches Located Along the Yokohama Off-Site Rail (the Project), as described in the agreement between the Tombigbee River Valley Water Management District (the District) and the Clay County Board of Supervisors for local cooperation on the above project entered into on the _____ day of _____, 2019, the Clay County Board of Supervisors (the County) , as local sponsor, acting by and through its duly authorized representatives, represents and assures the District as follows:

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

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


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

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

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

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

Executed this _____ day of _____
2019.

BY: 

President, Board of Supervisors

ATTEST: _____

PROJECT: PN 13-1903-015 Cleanout of Ditches Located Along the Yokohama Off-Site Rail

ATTORNEY'S CERTIFICATE

I, _____, Attorney for the Board of Supervisors of Clay County, hereby certify that the said Tombigbee River Valley Water Management District has been provided with the lands or sufficient interest therein, for the above project covered by the foregoing Right-Of-Entry, on the _____ day of _____, 2019.

Given under my hand on this day _____ of _____, 2019.

Chief Legal Counsel

ATTEST: _____

EXHIBIT J



Laboratory Service Agreement

This agreement for substance abuse testing services is made effective as of April 8, 2019 by and between National Test Systems, LLC (“National Test Systems”) and 16th Circuit Drug Court (“Purchaser”), and defines the services that National Test Systems will provide Purchaser in return for being designated the primary supplier of substance abuse testing protocols required as part of Purchaser’s company-sponsored substance abuse examinations of applicants, employees, and patients.

1. Description of Protocol

As part of Purchaser’s company-sponsored substance abuse testing of its applicants, employees, and patients, National Test Systems will act as a third-party administrator (“TPA”) to provide testing of Purchaser’s specimens at Clinical Science Laboratory of Mansfield, Massachusetts (“CSL”) certified by the Clinical Laboratory Improvement Act (“CLIA”), and will be tested for the presence of the compounds at the detection levels indicated in Exhibit A of this agreement.

2. Supplies

2.1 Custody and Control Forms

National Test Systems will provide Purchaser with Custody-and-Control Forms (“CCFs”) to complete for each specimen to be tested.

2.2 Collection Cups

National Test Systems will provide Purchaser with urine collection cups for use in collecting specimens to be sent to CSL.

3. Specimen Collection

Purchaser agrees to collect urine specimens in its’ own facility and secure specimens in a specimen vial provided by National Test Systems. Specimen vials must be sealed with tamper-evident seals provided by National Test Systems. National Test Systems will provide purchaser with pre-paid Federal Express shipping labels for specimens to be sent to CSL. National Test Systems shall not assume responsibility for any specimen(s) which leak in transit and cause specimen(s) to become invalid for testing.

4. Results Availability, Delivery, and Confidentiality

National Test Systems will release results to Purchaser’s authorized contact(s), usually within forty-eight (48) to seventy-two (72) hours after receipt of the specimen at the testing site. Holidays and weekend work schedules may alter the schedule of results availability described above. Also, confirmations for “specialty” drugs may take an additional 3 to 4 business days.

Page 1 of 3

National Test Systems – 1193 W Newport Center Dr Deerfield Bch, FL 33442 – (866) 989-9300 – www.nts.biz



NATIONAL TEST SYSTEMS

Purchaser will elect the desired manner available for receiving the results in Exhibit B. National Test Systems will only provide results to those authorized persons named in this agreement and/or MRO. Authorized persons are to be elected by Purchaser in Exhibit B. National Test Systems agrees to keep results confidential and will not release results to any unauthorized parties.

5. Fees

Confirmation – Class I.....	\$15.00 per drug
Confirmation – Class II	\$20.00 per drug
Confirmation – Class III	\$35.00 per drug
Confirmation (Oral Fluids) – All Classes	\$28.00 per drug
Saliva Collection Device	\$4.00 each
Screen (1-6 Drugs).....	\$15.00
Screen (7-11 Drugs).....	\$17.00
Freight charges of specimens from Purchaser to CSL.....	No Charge*

Class I = AMP (includes MET & MDMA), THC, COC, BAR, MTD, PCP
 Class II = OPI (includes OXY & 6MAM), BZO, BUP, FYL, GABA, Kratom, Tramadol
 Class III = K2/Spice

* A minimum of three (3) specimens are required in order not to incur charges. Shipments of less than three (3) specimens will be billed to Purchaser at \$8.00 per shipment. These charges are not currently applicable and are being waived. However, if National Test Systems does need to apply these charges in the future, Purchaser will be given thirty (30) days advance notice and will not be charged retroactively.

6. Payment Terms

Total amount due will be assessed monthly. For clients with net terms, payment is due within fifteen (15) days of the invoice date. A penalty of ten percent (10%) will be assessed to late payments. National Test Systems does not accept payment through insurance companies. All Payments made to National Test Systems must be check or credit card.

7. Term and Termination

This Agreement shall exist for an initial period of one (1) year from the effective date set forth on page one of this Agreement and, unless sooner terminated pursuant to the terms hereof, and shall be renewable at the agreement of both National Test Systems and Purchaser. Either party may terminate this agreement at any time and for any reason by providing the other party with thirty (30) days prior written notice of termination.

8. Indemnification

Purchaser agrees to indemnify and hold National Test Systems harmless for any and all erroneous reporting or delays of test results by CSL.



NATIONAL TEST SYSTEMS

Exhibit A:

Drugs Tested and Screening Cut-off Levels (in nanograms / milliliter)

Alcohol	30ml/dl*
Amphetamines	1000 ng/ml
Barbiturates	300 ng/ml
Benzodiazepines	300 ng/ml
Cannabinoids	50 ng/ml
Cocaine	300 ng/ml
Methadone	300 ng/ml
Methaqualone	300 ng/ml
Opiates	300 ng/ml
PCP	25 ng/ml
Buprenorphine	10 ng/ml
Fentanyl	1 ng/ml
EtG	1000ng/ml

* milliliters/deciliter

Exhibit B:

Purchaser's Elections of Persons Authorized and Manner to Receive Test Results

(circle one)

Name: _____	Fax, or Email: _____
Name: _____	Fax, or Email: _____
Name: _____	Fax, or Email: _____
Name: _____	Fax, or Email: _____

16th Circuit Drug Court
("Purchaser")

National Test Systems
("National Test Systems")

Sign: _____	Sign: _____
Print Name: _____	Print Name: <u>Eric Malis</u>
Title: _____	Title: <u>GM</u>
Date: _____	Date: _____

EXHIBIT K



STATE OF MISSISSIPPI
CERTIFICATE OF TRAINING

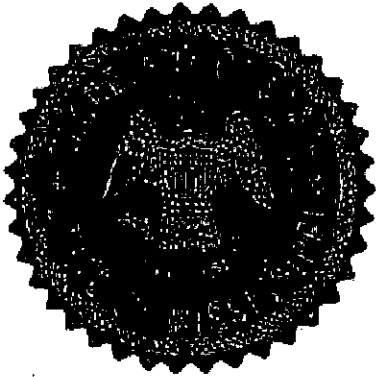
Linda Ivy
Election Commissioner – District 1
Clay County

attended and completed the

January 23-25, 2019

Elections Training Seminar

on the Administration of Elections, as required by Miss. Code Ann. § 23-15-211.



Given under my hand and seal of office
this 3rd day of April, 2019.

C. Delbert Hosemann, Jr.

C. DELBERT HOSEMANN, JR.
Secretary of State



STATE OF MISSISSIPPI
CERTIFICATE OF TRAINING

Tommy Bryan

Election Commissioner – District 2

Clay County

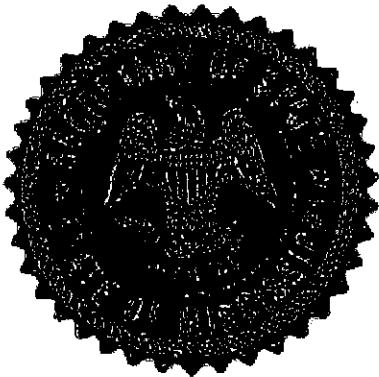
attended and completed the

January 23-25, 2019

Elections Training Seminar

on the Administration of Elections, as required by Miss. Code Ann. § 23-15-211.

Given under my hand and seal of office
this 3rd day of April, 2019.



C. Delbert Hosemann, Jr.

C. DELBERT HOSEMANN, JR.
Secretary of State



STATE OF MISSISSIPPI
CERTIFICATE OF TRAINING

Hubert Caston

Election Commissioner – District 3

Clay County

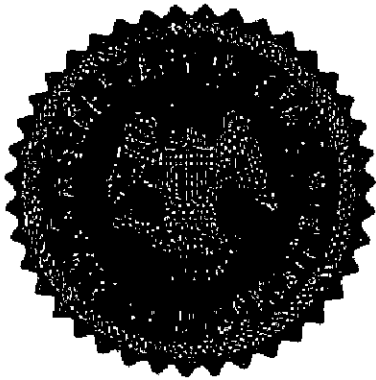
attended and completed the

January 23-25, 2019

Elections Training Seminar

on the Administration of Elections, as required by Miss. Code Ann. § 23-15-211.

Given under my hand and seal of office
this 3rd day of April, 2019.



C. Delbert Hosemann, Jr.

C. DELBERT HOSEMANN, JR.
Secretary of State



STATE OF MISSISSIPPI
CERTIFICATE OF TRAINING

Sawana Denise Walker
Election Commissioner – District 4
Clay County

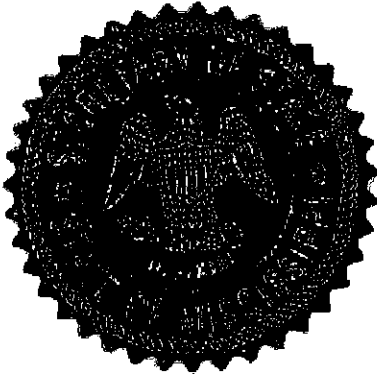
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Mae W. Brewer

Election Commissioner – District 5

Clay County

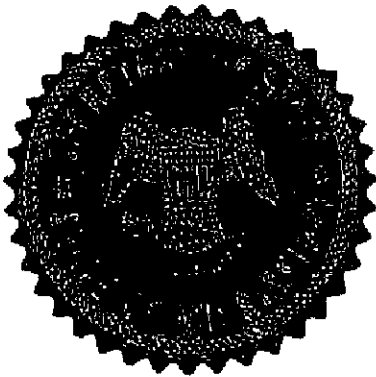
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EXHIBIT L

COMMERCIAL LICENSE AGREEMENT
FOR POLE ACCESS

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COMMERICAL LICENSE AGREEMENT FOR POLE ACCESS

This Agreement dated _____, 20__, is made by and between the Parties, identified as BellSouth Telecommunications, LLC, d/b/a AT&T Mississippi (AT&T), and Clay County (Licensee), an entity not expressly entitled, under federal or state law, to access Poles owned by AT&T.

1.0 INTRODUCTION AND SCOPE OF AGREEMENT

- 1.1 The purpose of this Agreement is to set forth the basic rates, terms, conditions, and procedures under which Licensee shall have access to AT&T's Poles, identified by location on Attachment 1, as long as such Poles are owned solely by AT&T, and only those particular Poles. This Agreement is intended by the Parties to implement, rather than abridge or expand, their respective rights and remedies under federal and state law.
- 1.2 AT&T is required by law to allow certificated telecommunications carriers and cable television companies to attach to its Poles. However, Licensee is currently acting as neither and, as a result, AT&T is not required by law to allow access to Licensee.
- 1.3 No Transfer of Property Rights to Licensee. Nothing contained in this Agreement, or any License subject to this Agreement, shall create or vest (or be construed as creating or vesting) in either Party any right, title, or interest in or to any real or personal property owned by the other.
- 1.4 No Effect on AT&T's Right to Abandon, Convey, or Transfer Pole. Nothing contained in this Agreement, or any License subject to this Agreement, shall in any way affect AT&T's right to abandon, convey, or transfer to any other person or entity AT&T's interest in any of AT&T's Poles. AT&T shall give Licensee sixty (60) days' written notice prior to abandoning, conveying, or transferring any Pole to which Licensee has already attached its facilities, or any Pole on which Licensee has already been assigned space. If applicable, the notice shall identify the transferee, if any, to whom any such Pole is to be conveyed or transferred.
 - 1.4.1 Nothing herein contained shall be construed as a grant of any exclusive authorization, right, or privilege to Licensee. AT&T shall have the right to grant, renew, and extend rights and privileges to others not Parties to this Agreement, by contract or otherwise, to use any Pole covered by this Agreement and Licensee's rights hereunder.
- 1.5 Effective Date. This Agreement shall be effective as of the _____ day of _____, 20__, or upon approval by the commission, where applicable.
- 1.6 Initial Term. Unless sooner terminated as herein provided, the initial term of this Agreement shall run from the Effective Date until the last day of the year 2029.
- 1.7 Automatic Renewal. Unless sooner terminated as herein provided, this Agreement shall be automatically renewed for successive one-year terms beginning on the first day of each calendar year after the Effective Date.

2.0 DEFINITIONS

- 2.1. Definitions in General. As used in this Agreement, the terms defined in this Section shall have the meanings set forth below in Sections 2.2 to 2.7.
- 2.2. License. "License" refers to a written instrument granting Licensee permission to install its facilities on the AT&T Poles identified on Attachment 1 in accordance with the AT&T-approved design.
- 2.3. Make-Ready Survey. "Make-Ready Survey" refers to the engineering review by AT&T to identify any work necessary to make the Poles on Attachment 1 ready for Licensee's proposed attachments. The review includes, but is not limited to, field review, records review, and validation against the standards referenced in Section 5.

- 2.4. Make-Ready Work. "Make-Ready Work" refers to all work performed, or to be performed, to prepare AT&T's Poles and any existing related facilities for the requested occupancy or attachment of Licensee's facilities.
- 2.5. Other User. "Other User" refers to an entity, other than Licensee, with facilities on any AT&T Pole to which Licensee has obtained access.
- 2.6. Pole. "Pole" refers to poles which are owned by AT&T and does not include cables and other telecommunications equipment attached to Pole structures.
- 2.7. Right(s)-of-Way. "Right(s)-of-Way" refers to a party's legal rights to pass over or through property owned by another party. Rights(s)-of-Way (ROW) do not include:
 - 2.7.1. cables and other telecommunications equipment buried or located on such ROW;
 - 2.7.2. public ROW (which are owned by and subject to the control of governmental entities); or
 - 2.7.3. any space which is owned and controlled by a third-party property owner and occupied by AT&T with permission from such owner rather than as a matter of legal right.

3.0 GENERAL PROVISIONS

- 3.1. Entire Agreement. This Agreement sets forth the entire understanding and agreement of the Parties with respect to Licensee's access to Poles.
- 3.2. Prior Agreements Superseded. This Agreement supersedes all prior agreements and understandings, whether written or oral, between Licensee and AT&T relating to the placement and maintenance of Licensee's facilities on AT&T's Poles.
- 3.3. Effect on Licenses or Licenses Issued Under Prior Agreements. All currently effective Pole Licenses granted to Licensee shall, on the Effective Date of this Agreement, be subject to the rates, terms, conditions, and procedures set forth in this Agreement.
- 3.4. Responsibilities of Licensee. Licensee is responsible for the contractor(s) it selects to install and maintain its attachments.
- 3.5. Worker Safety. Licensee shall be responsible for ensuring that any employee of Licensee, or contractor working on Licensee's behalf, has received the training necessary to safely perform any assigned work on or near any AT&T Pole. Licensee agrees that its facilities attached to AT&T's Poles shall be constructed, placed, maintained, and removed in accordance with the ordinances, rules, and regulations of any governing body having jurisdiction over work practices, including, but not limited to, Occupational Safety and Health Administration (OSHA).
- 3.6. No Waiver. The failure by either Party to take action to enforce compliance with any of the terms or conditions of this Agreement, to give notice of any breach, or to terminate this Agreement or any License or authorization subject to this Agreement, shall not constitute a waiver or relinquishment of any term or condition of this Agreement, a waiver or relinquishment of the right to give notice of breach, or waiver or relinquishment of any right to terminate this Agreement.
- 3.7. Billing. Unless otherwise provided elsewhere in this Agreement, Licensee shall pay all rates and charges, as specified in this Agreement, within thirty (30) days from the date of billing thereof.
- 3.8. Amendments Shall Be in Writing. The terms and conditions of this Agreement shall not be amended, changed, or altered except in writing and with approval by authorized representatives of both Parties.
- 3.9. Survival of Obligations. Any liabilities or obligations of either Party for acts or omissions prior to the termination of this Agreement, any obligations of either Party under provisions of this Agreement relating to confidential and proprietary information, indemnification, limitations of liability, and any other provisions of this Agreement, which, by their terms, are contemplated to survive (or be performed after) termination of this Agreement, will survive the termination of this Agreement through any applicable statute of limitations period.

- 3.10. Severability. If any Section, subsection, or other provision or portion of this Agreement is or becomes invalid under any applicable statute or rule of law, and such invalidity does not materially alter the essence of this Agreement as to either Party, the invalidity of such provision shall not render this entire Agreement unenforceable and this Agreement shall be administered as if it did not contain the invalid provision.
- 3.11. Choice of Law. Except to the extent that federal law controls any aspect of this Agreement, the validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the Parties will be governed by the laws of the state in which the Pole access at issue exists, applied without regard to the provisions of the state's laws relating to conflicts-of-laws.
- 3.12. Applicable Laws. The Parties shall at all times observe and comply with, and the provisions of this Agreement are subject to, all applicable federal, state, and local laws, ordinances, and regulations which in any manner affect the rights and obligations of the Parties.
- 3.13. No Third-Party Beneficiaries; Disclaimer of Agency. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein expressed or implied shall create or be construed to create any third-party beneficiary rights hereunder. This Agreement shall not provide any person, not a Party hereto, with any remedy, claim, liability, reimbursement, cause of action, or other right in excess of those existing without reference hereto.
- 3.14. Subcontracting. If either Party retains or engages any contractor or subcontractor to perform any of that Party's obligations under this Agreement, each Party will remain fully responsible for the performance of this Agreement in accordance with its terms, including any obligations either Party performs through contractors or subcontractors. Each Party will be solely responsible for payments due that Party's contractors or subcontractors. No contractor or subcontractor will be deemed a third-party beneficiary for any purposes under this Agreement. No contract, subcontract, or other agreement entered into by either Party with any third party in connection with the provision of services hereunder will provide for any indemnity, guarantee, or assumption of liability by the other Party to this Agreement with respect to such arrangement, except as consented to in writing by the other Party.
- 3.15. Authority. Each person whose signature (including e.g., an electronic signature) appears on the signature page represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement.
- 3.16. Counterparts. This Agreement may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.

4.0 QUIET ENJOYMENT

- 4.1. Licensee shall be responsible for determining the necessity of and obtaining from private and/or public authority any necessary consent, easement, ROW, license, permit, permission, certification, or franchise to construct, operate, and/or maintain its facilities on private and public property at the location of the AT&T Poles to which Licensee seeks to attach its facilities.
- 4.2. Private Rights-of-Way Not Owned or Controlled by Either Party. Neither Party shall restrict or interfere with the other Party's access to or right to occupy property, owned by third parties. Each Party shall make its own, independent legal assessment of its right to enter upon or use the property of third-party property owners and shall bear all expenses, including legal expenses, involved in making such determinations.
- 4.3. Third-Party Property Owners. Licenses granted under this Agreement authorize Licensee to attach facilities to the Poles owned by AT&T and identified on Attachment 1 but do not affect the rights of landowners to control terms and conditions of access to their property.
- 4.3.1. Licensee agrees that neither Licensee nor any persons acting on Licensee's behalf, including but not limited to Licensee's employees, agents, contractors, and subcontractors, shall engage in any conduct which damages public or private property in the vicinity of AT&T's Poles, interferes in any way with the use or enjoyment of public or private property except as expressly permitted by the owner of such property, or creates a hazard or nuisance on such property (including, but not limited

to, a hazard or nuisance resulting from any abandonment or failure to remove Licensee's facilities or any construction debris from the property, failure to erect warning signs or barricades as may be necessary to give notice to others of unsafe conditions on the premises while work performed on Licensee's behalf is in progress, or failure to restore the property to a safe condition after such work has been completed).

- 4.4. No Effect on Either Party's Rights to Manage Its Own Facilities. This Agreement shall not be construed as limiting or interfering with either Party's rights set forth below, except to the extent expressly provided by the provisions of this Agreement or Licenses issued hereunder or by the applicable laws, rules, or regulations:
- 4.4.1. To locate, relocate, move, replace, modify, maintain, and operate its own facilities attached to AT&T's Poles at any time and in any reasonable manner which it deems appropriate; or
- 4.4.2. For AT&T to enter into new agreements or arrangements with other persons or entities permitting them to attach their facilities to AT&T's Poles; provided, however, that any relocations, moves, replacements, modifications, maintenance, and operations or new attachments or arrangements shall not substantially interfere with Licensee's attachment authorized by Licenses issued pursuant to this Agreement.
- 4.5. No Right to Interfere with Facilities of Others. The provisions of this Agreement or any License issued hereunder shall not be construed as authorizing either Party to rearrange or interfere in any way with any of the other Party's facilities, with the facilities of other persons or entities, or with the use of or access to such facilities by such other Party or such other persons or entities, except to the extent expressly provided by the provisions of this Agreement or any License issued hereunder or by applicable laws, rules, or regulations.
- 4.6. Licensee acknowledges that the facilities of persons or entities other than AT&T and Licensee may be attached to AT&T's Poles.
- 4.7. Where AT&T elects to abandon any Pole(s) on which other entities have facilities, the affected Pole(s) will be offered to existing occupants on a first-in, first-right-to-maintain basis. The first existing occupant electing to exercise this option will be required to execute the appropriate agreement with AT&T to purchase and transfer ownership from AT&T to that existing occupant, subject to then-existing Licenses of affected Other User(s) pertaining to such Pole(s). If none of the existing occupants elects to maintain such Pole(s), all occupants will be required to remove their existing facilities within ninety (90) calendar days of written notice from AT&T.

5.0 SPECIFICATIONS

- 5.1. Compliance with Requirements, Specifications, and Standards. Licensee's facilities attached to AT&T's Poles shall be attached, constructed, maintained, repaired, and removed in full compliance with the requirements, specifications, and standards specified or referenced in this Agreement.
- 5.2. Published Standards. Licensee's facilities shall be constructed, maintained, repaired, and removed in accordance with current (as of the date when such work is performed) editions of the following publications:
- 5.2.1. the Blue Book Manual of Construction Procedures, Special Report SR-1421, published by Bell Communications Research, Inc. (Bellcore) or its successors, and sometimes referred to as the "Blue Book";
- 5.2.2. the National Electrical Safety Code (NESC), published by the Institute of Electrical and Electronic Engineers, Inc. (IEEE);
- 5.2.3. the National Electrical Code (NEC), published by the National Fire Protection Association (NFPA); and
- 5.2.4. the AT&T Structure Access Guidelines.
- 5.3. Compliance with Environmental Laws and Regulations. AT&T makes no representations to Licensee, or personnel performing work on Licensee's behalf, that AT&T's Poles, or any specific portions thereof, will be

free from environmental contaminants at any particular time. Licensee agrees to establish appropriate procedures and controls to assure compliance with all applicable environmental laws and regulations including, but not limited to:

- 5.3.1. Licensee's facilities shall be constructed, placed, maintained, repaired, and removed in accordance with all applicable federal, state, and local environmental statutes, ordinances, rules, regulations, and other laws, including but not limited to the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 *et seq.*), the Toxic Substance Control Act (15 U.S.C. §§ 2601 *et seq.*), the Clean Water Act (33 U.S.C. §§ 1251 *et seq.*), and the Safe Drinking Water Act (42 U.S.C. §§ 300f- 300j).
- 5.3.2. All persons acting on Licensee's behalf, including but not limited to Licensee's employees, agents, contractors, and subcontractors, shall, when working on or in the vicinity of AT&T's Poles, comply with all applicable federal, state, and local environmental laws, including but not limited to all environmental statutes, ordinances, rules, and regulations.
- 5.4. Compliance with Other Governmental Requirements. Licensee agrees that its facilities attached to AT&T's Poles shall be constructed, placed, maintained, and removed in accordance with the ordinances, rules, and regulations of any governing body having jurisdiction of the subject matter. Licensee shall comply with all statutes, ordinances, rules, regulations, and other laws requiring the marking and lighting of aerial wires, cables, and other structures to ensure that such wires, cables, and structures are not a hazard to aeronautical navigation. Licensee shall establish appropriate procedures and controls to assure such compliance by all persons acting on Licensee's behalf, including but not limited to, Licensee's employees, agents, contractors, and subcontractors.
- 5.5. Identification of Personnel Authorized to Have Access to Licensee's Facilities. All personnel authorized to have access to Licensee's facilities shall, while working on AT&T Poles or in the vicinity of AT&T Poles, carry with them suitable identification and produce such identification upon the request of any AT&T employee or person acting on AT&T's behalf.

6.0 APPLICATIONS, SURVEYS, ESTIMATES, AND MAKE-READY

- 6.1. Licenses Required. Prior to attaching to the Poles covered by this Agreement, Licensee shall apply in writing for, and receive, a License through the Application process described below. Any subsequent requirements to attach to AT&T Pole(s) shall require an amendment to Attachment 1, as well as an associated Application submission.
- 6.2. Structure Access Request Form (Application). Licensee shall submit to AT&T the appropriate Application to attach to the Poles identified on Attachment 1 or to modify its existing attachments on those Poles. Licensee shall submit to AT&T the appropriate AT&T Application with prepayment of any estimated expenses, as identified on the Application. Additionally, Licensee shall provide required information, as listed on the Application form, so that AT&T can perform the Make-Ready Survey. If an Application is withdrawn, Licensee shall still be responsible for all expenses incurred by AT&T, relative to that Application, prior to the withdrawal.
- 6.3. Make-Ready Survey (Survey). Upon receipt of a complete Application, which includes Licensee's payment of the estimated Survey costs, AT&T shall schedule the Survey. The primary purposes of the Survey will be to enable AT&T to:
 - 6.3.1. determine whether and where attachment is feasible based on capacity, safety, reliability, and generally applicable engineering purposes;
 - 6.3.2. confirm or determine the modifications, capacity expansion (*i.e.*, taller or stronger Pole), and Make-Ready Work, if any, necessary to accommodate Licensee's attachments to AT&T Poles; and
 - 6.3.3. plan and engineer the facilities modification, capacity expansion (*i.e.*, taller or stronger Pole), and Make-Ready Work, if any, required to prepare AT&T's Poles, and associated facilities for Licensee's proposed attachments or occupancy.

- 6.4. Selection of Space. AT&T will select, or approve Licensee's selection of, the space Licensee will occupy on AT&T's Poles. Licensee's obligation to pay Pole attachment fees will commence on the date the space assignment is made by AT&T to Licensee.
- 6.5. Estimate and Acceptance of Estimate. AT&T shall present to Licensee, no more than fourteen (14) days after completing the Survey, an estimate of charges directly associated with performing all necessary Make-Ready Work identified during the Survey and involving AT&T-owned facilities (i.e. Pole replacements and subsequent transfer of AT&T-owned cable or AT&T cable rearrangements).
- 6.5.1. In addition, AT&T shall provide a description of Make-Ready Work required of Other Users to accommodate Licensee's proposed attachment(s). Licensee shall be responsible for negotiating methods and timing of payments to Other Users by Licensee, as identified in Section 6.6.3.
- 6.6. Make-Ready Work. Upon receipt of payment of estimate specified in Section 6.5, AT&T shall notify immediately and in writing Licensee and all known Other Users that may be affected by the Make-Ready Work required for Licensee's attachment(s).
- 6.6.1. The notice shall specify the location and type of Make-Ready Work to be performed and state the name, telephone number, and e-mail address of a person to contact for more information about the Make-Ready Work procedure.
- 6.6.2. Any proposed deviations from the Make-Ready Work design provided by AT&T must be approved and authorized in writing by AT&T prior to implementation.
- 6.6.3. Payments to Others for Expenses Incurred in Transferring or Arranging Their Facilities. While AT&T shall be responsible for notifying Other Users pursuant to this Section, Licensee shall make arrangements with Other Users regarding reimbursement for any expenses incurred by Other Users in transferring or rearranging Other Users' facilities to accommodate the attachment or placement of Licensee's facilities to AT&T's Poles.
- 6.7. License and Attachment. After all required Make-Ready Work is completed, AT&T will issue a License confirming that Licensee may attach specified facilities to AT&T's Poles. Alternatively, in the absence of any Make-Ready Work requirements, the License shall be issued upon approval of the Application, which is coincident with completion of the Make-Ready Survey.
- 6.8. Except as expressly stated to the contrary in individual Licenses issued hereunder, each License issued pursuant to this Agreement shall incorporate all terms and conditions of this Agreement, whether or not such terms or conditions are expressly incorporated by reference on the face of the License itself.

7.0 CONSTRUCTION OF LICENSEE'S FACILITIES

- 7.1. Responsibility for Attaching and Placing Facilities. Licensee shall be solely responsible for the actual attachment of its facilities to AT&T's Poles and shall be solely responsible for all costs and expenses incurred by it or on its behalf in connection with such activities.
- 7.2. In the event Licensee proposes to deviate from the installation design provided or approved by AT&T during the Application process, any such proposed deviations must be approved and authorized in writing by AT&T prior to implementation.
- 7.3. Completion of Licensee's Construction. For each Licensee attachment to AT&T's Pole, Licensee will provide to AT&T a notice indicating the completion of construction of its attachment in accordance with the AT&T-approved Application within twenty (20) calendar days of Licensee's construction complete date.

8.0 USE AND ROUTINE MAINTENANCE OF LICENSEE'S FACILITIES

- 8.1. Each License subject to this Agreement authorizes Licensee to engage in routine maintenance of facilities located on AT&T's Poles. Routine maintenance does not include the replacement or modification of Licensee's facilities in any manner which results in Licensee's facilities differing substantially in size, weight, or physical characteristics from the facilities described in the License.

- 8.2. Licensee shall maintain its facilities in accordance with the provisions of this Section (including but not limited to all requirements set forth in this Agreement) and all Licenses issued hereunder. Licensee shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the maintenance of Licensee's facilities, and for directing the activities of all persons acting on Licensee's behalf while they are physically present on AT&T's Poles or in the immediate vicinity of AT&T's Poles.

9.0 MODIFICATION OF LICENSEE'S FACILITIES

- 9.1. Notification of Planned Modifications. Licensee shall notify AT&T in writing at least sixty (60) days prior to adding to, relocating, replacing, or otherwise modifying its facilities already attached to an AT&T Pole. The notice shall contain sufficient information to enable AT&T to determine whether the proposed addition, relocation, replacement, or modification is within the scope of Licensee's present License or requires a new or amended License.
- 9.2. Replacement of Facilities. Licensee may replace existing facilities with new facilities of the same or lesser weight and occupying the same AT&T Pole without approval from, but with notice to, AT&T.

10.0 REQUIRED REARRANGEMENTS OF LICENSEE'S FACILITIES

- 10.1. Licensee agrees that Licensee will cooperate with AT&T and Other Users in making rearrangements on AT&T Poles as may be necessary, and that costs incurred by Licensee in making such rearrangements shall, in the absence of a specific agreement to the contrary, be borne by the parties in accordance with then applicable law.
- 10.2. AT&T shall give Licensee prior written notice of the need for Licensee to rearrange its facilities pursuant to this Section. The notice shall state the date by which such rearrangements are to be completed. Licensee shall complete such rearrangements within the time prescribed in the notice. If Licensee does not rearrange facilities within noted time, AT&T will rearrange those facilities at Licensee's expense. In no event shall AT&T be liable to Licensee or Other User for damages or other harm caused by, or in connection with, any such AT&T rearrangement, except to the extent caused by AT&T's gross negligence.

11.0 EMERGENCY REPAIRS AND POLE REPLACEMENTS

- 11.1. Responsibility for Emergency Repairs. In general, each Party shall be responsible for making emergency repairs to its own facilities and for formulating appropriate plans and practices enabling such Party to make such repairs.
- 11.2. Designation of Emergency Repair Coordinators and Other Information. Licensee shall provide AT&T with the emergency contact number of Licensee's designated point of contact for coordinating the handling of emergency repairs of Licensee's facilities and shall thereafter notify AT&T of changes to such information.
- 11.3. Emergency Pole Replacements.
- 11.3.1. When emergency Pole replacements are required, AT&T shall promptly make a good faith effort to contact Licensee, to notify Licensee of the emergency, and to determine whether Licensee will respond to the emergency in a timely manner.
- 11.3.2. If notified by AT&T that an emergency exists which will require the replacement of a Pole, Licensee shall transfer its facilities immediately, provided such transfer is necessary to rectify the emergency. If the transfer is to an AT&T replacement Pole, the transfer shall be in accordance with AT&T's placement instructions.
- 11.3.3. If Licensee is unable to respond to the emergency situation immediately, Licensee shall so advise AT&T and thereby authorize AT&T (or any Other User sharing the Pole with AT&T) to perform such emergency-necessitated transfers (and associated facilities rearrangements) on Licensee's behalf at Licensee's expense.

- 11.4. Expenses Associated with Emergency Repairs. Each Party shall bear all reasonable expenses arising out of or in connection with emergency repairs of its own facilities, and transfers or rearrangements of such facilities associated with emergency Pole replacements made in accordance with the provisions of this Section.
- 11.5. Pole Replacements for Other than Emergencies. AT&T shall give Licensee prior written notice of the need for Licensee to transfer its facilities as the result of Pole replacements. The notice shall state the date by which such transfers are to be completed. Licensee shall complete such transfers within the time prescribed in the notice. If Licensee does not transfer facilities within the noted time, AT&T, at its sole discretion, may complete those facility transfers at Licensee's expense. In no event shall AT&T be liable to Licensee for damages or other harm caused by or in connection with any such transfers completed by AT&T or Other User, except to the extent caused by AT&T's gross negligence.

12.0 AT&T INSPECTION OF LICENSEE'S FACILITIES AND NOTICE OF NON-COMPLIANCE

- 12.1. Post-Construction Inspections. AT&T may, at AT&T's sole discretion and at Licensee's expense, conduct a post-construction inspection of Licensee's attachment of facilities to AT&T's Poles. This type of inspection shall be conducted for the sole purpose of determining the conformance of the attachment(s) to the License(s) and standards identified in Section 5. AT&T shall communicate findings of nonconformance to Licensee as soon as practical.
- 12.2. Right to Make Routine or Spot Inspections. AT&T shall have the discretionary right, but not the obligation, to make inspections of all facilities attached to AT&T's Poles to help ensure compliance with the terms and conditions of the applicable agreements.
- 12.3. Notice of Noncompliance. If, pursuant to an inspection, AT&T determines that Licensee's facilities or any part thereof have not been placed or maintained or are not being used in accordance with the requirements of this Agreement, AT&T may send notice to Licensee specifying the alleged noncompliance. Licensee will acknowledge receipt of the notice as soon as practicable.
- 12.4. Bringing Facilities into Compliance. Licensee shall bring its noncompliant facilities into compliance within such time mutually agreed upon by AT&T and Licensee. If the violation creates a hazardous condition, facilities must be brought into compliance upon notification. Licensee shall notify AT&T when the facilities have been brought into compliance.
- 12.5. No Liability on AT&T. Neither the act of inspection by AT&T of Licensee's facilities nor any failure to inspect such facilities shall operate to impose on AT&T any liability of any kind whatsoever or to relieve Licensee of any responsibility, obligation, or liability under this Section or otherwise existing.
- 12.6. Failure to Bring Facilities into Compliance. If Licensee has not brought the facilities into compliance within the agreed upon timeframe, AT&T may, at its option and Licensee's expense, take such non-service affecting steps as may be required to bring Licensee's facilities into compliance, including but not limited to correcting any conditions which do not meet the specifications of this Agreement.
- 12.7. Correction of Conditions by AT&T. If AT&T elects to bring Licensee's facilities into compliance, AT&T shall, as soon as practicable after performing the work, advise Licensee in writing of the work performed or action taken. Upon receiving such notice, Licensee shall inspect the facilities and take such steps, as Licensee may deem necessary to ensure that the facilities meet Licensee's performance requirements.
- 12.8. Licensee to Bear Expenses. Licensee shall bear all expenses arising out of or in connection with any work performed to bring Licensee's facilities into compliance with this Section; provided, however that nothing contained in this Section or any License issued hereunder shall be construed as requiring Licensee to bear any expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than Licensee.

13.0 REMOVAL OF LICENSEE'S FACILITIES

- 13.1. When Licensee no longer intends to occupy space on any AT&T Pole(s), Licensee will provide written notification to AT&T that it wishes to terminate the License(s) with respect to such space and will remove its facilities from the space described in the notice. Upon removal of Licensee's facilities, the License shall terminate and the space shall be available for reassignment.
- 13.1.1. Licensee shall be responsible for and shall bear all expenses arising out of or in connection with the removal of its facilities from AT&T's Pole(s).
- 13.1.2. Licensee shall be solely responsible for the removal of its own facilities from AT&T's Pole.
- 13.2. At AT&T's request, Licensee shall remove from AT&T's Poles any of Licensee's facilities, which are no longer in active use. Upon request, Licensee will provide proof satisfactory to AT&T that Licensee's facility is in active service. Licensee shall not abandon any of its facilities by leaving such facilities on AT&T's Poles.
- 13.3. Removal Following Termination of License. Licensee shall remove its facilities from AT&T's Poles within sixty (60) days after termination of the License.
- 13.4. Removal to Avoid Forfeiture. If the presence of Licensee's facilities on AT&T's Poles would cause a forfeiture of the rights of AT&T to occupy the property where such Poles are located, AT&T will promptly notify Licensee in writing and Licensee shall not, without due cause and justification, refuse to remove its facilities within such time as may be required to prevent such forfeiture.
- 13.5. Removal of Facilities by AT&T; Notice of Intent to Remove. If Licensee fails to remove its facilities from AT&T's Pole in accordance with the provisions of Sections 17.1-17.4 of this Agreement, AT&T may remove such facilities and store them at Licensee's expense in a public warehouse or elsewhere without being deemed guilty of trespass or conversion and without becoming liable to Licensee for any injury, loss, or damage resulting from such actions. AT&T shall give Licensee not less than sixty (60) days' prior written notice of its intent to remove Licensee's facilities pursuant to this Section.
- 13.6. Removal of Facilities by AT&T. If AT&T removes any of Licensee's facilities pursuant to this Section, Licensee shall reimburse AT&T for AT&T's costs in connection with the removal, storage, delivery, or other disposition of the removed facilities.

14.0 FEES

- 14.1. Rental. Notwithstanding any other fees due under the other terms of this Agreement, in exchange for a one-time payment of \$1050. by Licensee to AT&T, AT&T shall allow Licensee to maintain its facilities on AT&T's Pole(s) for the initial term of this Agreement. At the end of the initial term, the Parties will negotiate another one-time fee and extension of this Agreement in the form of an amendment to this Agreement.
- 14.2. Late Fees. Licensee agrees that in the event Licensee fails to pay an amount due and payable within the period of time set forth for payment in this Agreement, interest shall accrue on the unpaid balance thereof at the rate of 1 ½% or the maximum interest rate permitted by law, whichever is the lesser amount per month, for each month from the expiration of such period until AT&T receives payment.

15.0 NOTICES

- 15.1. Operational Contact Information. Contact information for operational issues, notices and day-to day matters.

AT&T: Region/state-specific contact information is available in an online document found at the following URL: <https://clec.att.com/clec/hb/shell.cfm?section=2921>.

NOTICE CONTACT
NAME/TITLE
STREET ADDRESS

Licensee
Clay County MS Attn: Amy Berry
363 Court Street
P. O. Box 815

CITY, STATE, ZIP CODE

West Point MS 39073

TELEPHONE NUMBER

(662) 494-3124

15.2. Eit E-MAIL ADDRESS

abem@claycounty.ms.gov

her Party may unilaterally change its designated contact name, address, and/or email address for the receipt of notices by giving written notice to the other Party.

16.0 DISCLAIMER OF WARRANTIES

AT&T MAKES NO REPRESENTATIONS AND DISCLAIMS ANY WARRANTIES, EXPRESSED OR IMPLIED, THAT AT&T's POLES ARE SUITABLE FOR LICENSEE'S INTENDED USES OR ARE FREE FROM DEFECTS. LICENSEE SHALL, IN EVERY INSTANCE, BE RESPONSIBLE TO DETERMINE THE ADEQUACY OF AT&T's POLES FOR LICENSEE'S INTENDED USE.

17.0 INDEMNIFICATION

- 17.1. Definitions. The term "Claims" as used in Section 17 shall mean any lawsuit, claim, demand, loss, damage, liability, fee, fine, penalty, or expense, of every kind and character.
- 17.2. Workplace Injuries. Except as expressly provided in this Agreement to the contrary, each Party shall indemnify, on request defend, and hold the other Party harmless from any and all Claims, on account of or in connection with any injury, loss, or damage suffered by any person, which arises out of or in connection with the personal injury or death of any employee of the Indemnifying Party (or other person acting on the Indemnifying Party's behalf) if such injury or death results, in whole or in part, from any occurrence or condition on or in the vicinity of any AT&T Pole.
- 17.3. Other Claims Brought Against Either Party by Employees and Other Persons Acting on the Other Party's Behalf. Each Party shall indemnify, on request defend, and hold the other Party harmless from any and all Claims (other than workplace injury Claims subject to Section 17.2 above) made, brought, or sought against the Indemnified Party by any employee, contractor, or subcontractor of the Indemnifying Party or by any other person acting on the Indemnifying Party's behalf.
- 17.4. THE INDEMNIFYING PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTIONS 17.2-17.3 SHALL ARISE EVEN IF THE INJURY, SICKNESS, DISEASE, OR DEATH WAS ATTRIBUTABLE IN PART TO NEGLIGENT ACTS OR OMISSIONS OF THE INDEMNIFIED PARTY, EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF THE INDEMNIFIED PARTY.
- 17.5. Claims Brought Against Either Party by Vendors, Suppliers and Customers of the Other Party. Each Party shall indemnify, on request defend, and hold the other Party harmless from any and all Claims (other than workplace Injury Claims subject to Section 17.2, or other Claims subject to Section 17.3) made, brought, or sought against the Indemnified Party by any vendor, supplier, or customer of the Indemnifying Party, except to the extent caused by the negligent acts or omissions of the Indemnified Party.
- 17.6. Injuries to Third Parties and Third-Party Property Owners Resulting from the Parties' Conduct. Each Party shall indemnify, on request defend, and hold the other Party harmless from any and all Claims, on account of or in connection with the personal injury or death of any third party or physical damage to real or personal property owned by a third party, arising, in whole or in part, out of or in connection with, the conduct of employees of the Indemnifying Party or other persons acting on the Indemnifying Party's behalf, except to the extent caused by the negligent acts or omissions of the Indemnified Party.

17.7. Indemnification for Environmental Claims.

17.7.1. Each Party shall indemnify, on request defend, and hold the other Party harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with the violation or breach, by any employee of the Indemnifying Party or other person acting on the Indemnifying Party's behalf, of:

17.7.1.1. any federal, state, or local environmental statute, rule, regulation, ordinance, or other law;
or

17.7.1.2. any provision or requirement of this Agreement dealing with hazardous substances or protection of the environment.

17.7.2. Each Party shall indemnify, on request defend, and hold the other Party harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with the release or discharge, onto any public or private property, of any hazardous substances, regardless of the source of such hazardous substances, by any employee of the Indemnifying Party, or by any person acting on the Indemnifying Party's behalf, while present on or in the vicinity of any AT&T Pole.

17.7.3. Each Party shall indemnify, on request defend, and hold the other Party harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with the removal or disposal of any hazardous substances by the Indemnifying Party or by any person acting on the Indemnifying Party's behalf, or arising out of or in connection with the subsequent storage, processing, or other handling of such hazardous substances by any person or entity after they have been removed by the Indemnifying Party or persons acting on the Indemnifying Party's behalf from the site of any AT&T Pole.

17.7.4. Except as otherwise specifically provided in this Section, neither Party shall be required to indemnify or defend the other Party against, or hold the other Party harmless from, any Claims for which the other Party may be liable under any federal, state, or local environmental statute, rule, regulation, ordinance, or other law.

17.8. Miscellaneous Claims. Licensee shall indemnify, on request defend, and hold AT&T harmless from any and all Claims, of every kind and character, made, brought, or sought against AT&T by any person or entity, arising out of or in connection with the subject matter of this Agreement and based on either:

17.8.1. Claims for taxes, municipal fees, franchise fees, right-to-use fees, and other special charges assessed on AT&T due to the placement or presence of Licensee's facilities on or within AT&T's Pole; or

17.8.2. Claims based on the violation by Licensee of any third party's intellectual property rights, including but not limited to Claims for copyright infringement, patent infringement, or unauthorized use or transmission of television or radio broadcast programs or other program material.

17.9. Licensee's General Indemnity Obligations to AT&T. This Section applies only in those situations not expressly covered by Sections 17.2-17.8 and does not apply to any Claims resulting from Licensee's enforcement of its rights against AT&T pursuant to this Agreement. Except as otherwise expressly provided in this Agreement to the contrary, and subject to the exclusions set forth in Section 17.11, Licensee shall indemnify, on request defend, and hold AT&T harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with Licensee's access to or use of AT&T's Poles, Licensee's performance of any acts authorized under this Agreement, or the presence or activities of Licensee's employees or other personnel acting on Licensee's behalf on or in the vicinity of any AT&T Pole, except to the extent caused by the willful or intentional misconduct, gross negligence, or negligent acts or omissions of AT&T.

- 17.10. AT&T's General Indemnity Obligations to Licensee. This Section applies only in those situations not expressly covered by Sections 17.2-17.8 and does not apply to any Claims resulting from AT&T's enforcement of its rights against Licensee pursuant to this Agreement. Except as otherwise expressly provided in this Agreement to the contrary, AT&T shall indemnify, on request defend, and hold Licensee harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with AT&T's access to or use of AT&T's Poles, AT&T's performance of any acts authorized under this Agreement, or the presence or activities of AT&T's employees or other personnel acting on AT&T's behalf on or in the vicinity of any AT&T Pole under this Agreement, except to the extent caused by the willful or intentional misconduct, gross negligence, or negligent acts or omissions of Licensee.
- 17.11. Indemnities Excluded. Except as otherwise specifically provided in this Section, neither Party (as an "Indemnifying Party") shall be required to indemnify or defend the other Party (as an "Indemnified Party") against, or hold the Indemnified Party harmless, to the extent any Claims arise out of:
- 17.11.1. any breach by the Indemnified Party of any provision of this Agreement;
 - 17.11.2. the violation of any law by any employee of the Indemnified Party or other person acting on the Indemnified Party's behalf; or
 - 17.11.3. willful or intentional misconduct, gross negligence, or negligence committed by any employee of the Indemnified Party or by any other person acting on the Indemnified Party's behalf.

18.0 LIABILITIES AND LIMITATIONS OF LIABILITY

- 18.1. AT&T Not Liable to Licensee for Acts of Third Parties or Acts of Nature. By affording Licensee access to AT&T Poles, AT&T does not warrant, guarantee, or ensure the uninterrupted use of such facilities by Licensee. Except as specifically provided in Section 18.3 of this Agreement, Licensee assumes all risks of injury, loss, or damage (and the consequences of any such injury, loss, or damage) to Licensee's facilities attached to AT&T's Poles, and AT&T shall not be liable to Licensee for any damages to Licensee's facilities other than as provided in Section 18.3. In no event shall AT&T be liable to Licensee under this Agreement for any death of person or injury, loss, or damage resulting from the acts or omissions of: (1) any Other User or any person acting on behalf of an Other User; (2) any governmental body or governmental employee; (3) any third-party property owner or persons acting on behalf of such property owner; or (4) any permit, invitee, trespasser, or other person present at the site or in the vicinity of any AT&T Pole in any capacity other than as an AT&T employee or person acting on AT&T's behalf. In no event shall AT&T be liable to Licensee under this Agreement for injuries, losses, or damages resulting from acts of nature (including but not limited to storms, floods, fires, and earthquakes), wars, civil disturbances, espionage, or other criminal acts, cable cuts by persons other than AT&T's employees or persons acting on AT&T's behalf, or other causes beyond AT&T's control which occur at sites subject to this Agreement.
- 18.2. Damage to Facilities. Each Party shall exercise due care to avoid damaging the facilities of the other or of Other Users and hereby assumes all responsibility for any and all loss from damage caused by the Party and persons acting on the Party's behalf. A Party shall make an immediate report to the other of the occurrence of any damage and hereby agrees to reimburse the other Party, and/or Other Users for any property damage caused by the Party or persons acting on the Party's behalf.
- 18.3. No Limitations of Liability in Contravention of Federal or State Law. Nothing contained in this Section shall be construed as exempting either Party from any liability, or limiting such Party's liability, in contravention of federal law or in contravention of the laws of the applicable state(s).
- 18.4. EXCLUSION OF LIABILITY FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, RELIANCE, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO NON-ECONOMICS LOSS, DAMAGES FOR INCREASED COST OF OPERATIONS, LOSS OF ANTICIPATED PROFITS OR REVENUE OR OTHER ECONOMIC LOSS IN CONNECTION WITH OR ARISING FROM

ANY ACT OR FAILURE TO ACT PURSUANT TO THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS ADVISED SUCH PARTY OF THE POSSIBILITY OF SUCH DAMAGES.

19.0 INSURANCE

- 19.1. At all times in which Licensee has facilities on or in AT&T Pole, Licensee shall keep and maintain in force, at its own expense, the minimum insurance coverage and limits set forth below. Licensee shall require that all contractors, subcontractors, and/or any other person acting on Licensee's behalf maintain coverage, requirements and limits at least as broad as those listed below and, with respect to any maintained on a "claims made" basis, for two (2) years thereafter. Licensee must procure the required insurance from an insurance company eligible to do business in the state(s) where the work will be performed and having and maintaining a minimum rating of "A- :VII" from A.M. Best Key Rating Guide.
- 19.1.1. Workers' Compensation insurance with benefits afforded under the laws of each state covered by this Agreement and Employers Liability insurance with minimum limits of \$1,000,000 for Bodily Injury-each accident, \$1,000,000 for Bodily Injury by disease-policy limits, and \$1,000,000 for Bodily Injury by disease-each employee. To the fullest extent allowable by law, the policy must include a waiver of subrogation in favor of AT&T, its affiliates, and their directors, officers, and employees.
- 19.1.2. Commercial General Liability insurance with minimum limits of: \$2,000,000 General Aggregate limit; \$1,000,000 each occurrence limit for all bodily injury or property damage incurred in any one occurrence; \$1,000,000 each occurrence limit for Personal Injury and Advertising; \$2,000,000 Products/Completed Operations Aggregate limit; and Fire Legal Liability/Damage to Premises Rented sub-limits of a minimum of \$1,000,000 is also required. AT&T, its affiliates, officers, agents, and employees shall be endorsed as additional insureds on the Commercial General Liability policy. A waiver of subrogation shall be in favor of AT&T. The liability policies shall be primary and non-contributory from any insurance that is maintained by AT&T.
- 19.1.3. Umbrella/Excess Liability insurance with limits of at least \$5,000,000 each occurrence with terms and conditions at least as broad as the underlying Commercial General Liability, Business Automobile Liability, and Employers Liability policies. Umbrella/Excess Liability limits will be primary and non-contributory with respect to any insurance or self-insurance that is maintained by AT&T.
- 19.1.4. Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage, with coverage extending to all owned, hired, and non-owned vehicles. AT&T, its affiliates, officers, agents, and employees shall be endorsed as additional insureds.
- 19.2. Licensee agrees to provide AT&T's third-party administrator certificates of insurance stating the types of insurance and policy limits.
- 19.3. AT&T agrees to accept Licensee's program of self-insurance in lieu of insurance coverage if certain requirements are met. These requirements are as follows:
- 19.3.1. Workers' Compensation and Employers Liability: Licensee submit to AT&T its Certificate of Authority to Self-Insure its Workers' Compensation obligations issued by each state covered by this Agreement or the employer's state of hire, supply such Certificate annually, and obtain Worker's Compensation immediately if the state rescinds the Certificate of Authority to self-insure;
- 19.3.2. Automobile Liability: Licensee shall submit to AT&T a copy of the state-issued letter approving self-insurance for automobile liability issued by each state covered by this Agreement, supply such letter annually, and obtain Automobile Liability insurance immediately if the state rescinds the authority to self-insure; and
- 19.3.3. General Liability: Licensee must provide annually a copy of its most recent audited financial statement with an unqualified opinion from the auditor along with evidence acceptable to AT&T that

it maintains at least an investment grade (e.g., B+ or higher) debt or credit rating as determined by a nationally recognized debt or credit rating agency such as Moody's, or Standard and Poor's, or a current Dunn and Bradstreet report with a composite credit appraisal of '1' or '2.' Licensee must obtain Commercial General Liability insurance immediately if it is unable to comply with the financial strength requirements above.

- 19.4. All insurance required in accordance with this Section must be in effect before AT&T will issue Pole attachment or Conduit Licenses under this Agreement. Licensee will provide renewal Certificates of Insurance prior to expiration of any policy.
- 19.5. Licensee agrees to provide AT&T with at least thirty (30) calendar days' advance written notice of cancellation, material reduction, or non-renewal of any of the insurance policies required herein that are not replaced.
- 19.6. The Parties agree that:
- 19.6.1. the failure of AT&T to demand certificates of insurance or failure of AT&T to identify a deficiency will not be construed as a waiver of Licensee's obligation to maintain the insurance required;
 - 19.6.2. the insurance required does not represent that coverage and limits will necessarily be adequate to protect Licensee, nor shall it be deemed as a limitation on Licensee's liability to AT&T;
 - 19.6.3. Licensee may meet the required insurance coverage and limits with any combination of primary and umbrella/excess liability insurance; and
 - 19.6.4. Licensee is responsible for payment of any deductible or self-insured retention.

20.0 ASSIGNMENT OF RIGHTS

- 20.1. Sub-Permits. Nothing contained in this Agreement shall be construed as granting Licensee the right to sublease, sublicense, or otherwise transfer any rights under this Agreement or Licenses subject to this Agreement to any third party. Except as otherwise expressly permitted in this Agreement, Licensee shall not allow third party to attach or overlash facilities to Licensee facilities or to utilize space assigned to Licensee.
- 20.2. Assignment Permitted. Neither Party may assign, or otherwise transfer its rights or obligations, under this Agreement except as provided in this Section.
- 20.2.1. AT&T may assign its rights, delegate its benefits, and delegate its duties and obligations under this Agreement, without Licensee's consent, to any entity controlling, controlled by, or under common control with AT&T, or which acquires or succeeds to ownership of substantially all of AT&T's assets.
 - 20.2.2. No assignment or transfer by Licensee of rights under this Agreement, License subject to this Agreement, or authorizations granted under this Agreement shall be effective until Licensee, its successors, and assigns have complied with the provisions of this Section, secured AT&T's prior written consent to the assignment or transfer, if necessary, and given AT&T notice of the assignment or transfer pursuant to Section 20.3, and secured AT&T's prior written consent to the assignment or transfer.
- 20.3. Notice of Assignment. Licensee shall provide AT&T sixty (60) days' advance notice in writing of its intent to assign, when required to obtain consent pursuant to Section 20.2.2, and thirty (30) days' notice in writing following any consented-to assignment.
- 20.4. Assignment Shall Not Relieve Licensee of Prior Obligations. Except as otherwise expressly agreed by AT&T in writing, no assignment permitted by AT&T under this Agreement shall relieve Licensee of any obligations arising under or in connection with this Agreement, including but not limited to indemnity obligations under Section 17 of this Agreement.
- 20.5. Satisfaction of Existing Obligations and Assumption of Contingent Liabilities. AT&T may condition its approval of any requested assignment or transfer on the assignee's or successor's payment or satisfaction of all outstanding obligations of Licensee under this Agreement and the assignee's or successor's

assumption of any liabilities, or contingent liabilities, of Licensee arising out of or in connection with this Agreement.


21.0 TERMINATION OF AGREEMENT OR LICENSES; REMEDIES FOR BREACHES

- 21.1. Subject to notice and the opportunity to cure as provided in Section 21.4 below, individual Licenses subject to this Agreement shall terminate if: (a) Licensee ceases to utilize the Pole attachment subject to such License; or (b) Licensee's permission to use or have access to any particular Pole has been revoked, denied, or terminated by local governmental authority or third-party property owner having authority to revoke, deny, or terminate such use or access.
- 21.2. Limitation, Termination, or Refusal of Access for Certain Material Breaches. Licensee's access to AT&T's Pole shall not materially interfere with or impair service over any facilities of AT&T or any Other User, cause material damage to AT&T's plant or the plant of any Other User, impair the privacy of communications carried over the facilities of AT&T or any Other User, or create serious hazards to the health or safety of any persons working on, within, or in the vicinity of AT&T's Pole, or to the public. Upon reasonable notice and opportunity to cure, AT&T may limit, terminate, or refuse access if Licensee violates this provision.
- 21.3. Termination Due to Non-Use of Facilities. Subject to notice and the opportunity to cure as provided in Section 21.4 below, this Agreement and all Licenses subject to this Agreement shall terminate if Licensee ceases to make active use of AT&T's Poles.
- 21.4. Notice and Opportunity to Cure Breach. In the event of any claimed breach of this Agreement by either Party, the aggrieved Party may give written notice of such claimed breach.
- 21.4.1. The complaining Party shall not be entitled to pursue any remedies available under this Agreement or relevant law unless such notice is given; and
- 21.4.1.1. the breaching Party fails to cure the breach within thirty (30) days of such notice, if the breach is one which can be cured within thirty (30) days; or
- 21.4.1.2. the breaching Party fails to commence promptly and pursue diligently a cure of the breach, if the required cure is such that more than thirty (30) days will be required to effect such cure.
- 21.5. Remedies for Breach. Subject to the provisions of this Section, either Party may terminate this Agreement in the event of a material breach by the other Party or exercise any other legal or equitable right, which such Party may have to enforce the provisions of this Agreement. In any action based on an alleged breach of this Agreement, the prevailing Party shall be entitled to recover all costs and expenses incurred by such Party.
- 21.6. Elective Termination. Either Party may terminate this Agreement by giving the other Party at least six (6) months prior written notice as provided in this Section. The notice of termination shall state the effective date of termination, which date shall be no earlier than the last to occur of the following dates: (a) the last day of the current term of this Agreement; (b) or six (6) months after the date the notice is given.
- 21.7. Elective Termination by AT&T. In the event of elective termination by AT&T, AT&T shall, within sixty (60) days after the effective date of the elective termination, Licensee will remove its facilities in accordance with the provisions of Section 17 of this Agreement.
- 21.8. Effect of Elective Termination. Elective termination of this Agreement by either Party, as permitted under Section 21.6 of this Agreement, shall not affect either Party's liabilities and obligations incurred under this Agreement prior to the effective date of termination and shall not entitle Licensee to the refund of any advance payment made to AT&T under this Agreement.

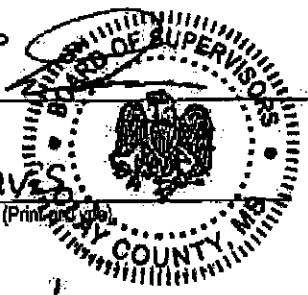
[Licensee]

AT&T by AT&T Services, Inc., its
authorized agent

Signature:



Name: R.B. Davis
(Print or Type)



Title:

President

(Print or Type)

Date:

4/16/2019

Signature:

Name:

(Print or Type)

Title:

(Print or Type)

Date:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/12/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 750 Woodlands Parkway, Suite 200 Ridgeland MS 39157	CONTACT NAME: PHONE: 601-956-6810 FAX: 601-957-7098 E-MAIL: ADDRESS:													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Charter Oak Fire Insurance Company</td> <td>26615</td> </tr> <tr> <td>INSURER B: Phoenix Insurance Company</td> <td>26623</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Charter Oak Fire Insurance Company	26615	INSURER B: Phoenix Insurance Company	26623	INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER E:														
INSURER F:														


INSURED Clay County BOS Amy Berry P.O. Box 815 West Point MS 39773	CLAYCOU01	CERTIFICATE NUMBER: 1652606672	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

FORM	TYPE OF INSURANCE	ADDL. COV.	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		ZLP15T06009	9/1/2018	9/1/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		B102G66578A	9/1/2018	9/1/2019	COMBINED SINGLE LIMIT (Per accident) \$750,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
AT&T, its affiliates, officers, agents, and employees are additional insureds respects the General Liability and Auto Liability policies as required by written contract/agreement, and Waiver of Subrogation as required by written contract.

Per Forms CGD4800209 and CAT4460215.

CERTIFICATE HOLDER AT&T 208 S. Akard Street Dallas TX 75202	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**A SELF-FUNDED WORKERS' COMPENSATION TRUST
CERTIFICATE OF COVERAGE**

- ITEM 1** Name and address of Member

Clay County
P.O. BOX 815
WEST POINT, MS 39773
- ITEM 2** Effective Date: 1/01/2019
Expiration Date: 1/01/2020
(12:01 A.M. Standard Time at the address of the Member as stated herein.)
Cancellation Notice: 30 days
- ITEM 3** Coverage under this Certificate applies to the Mississippi Workers' Compensation Law pursuant to Sections 71-3-1 et. seq. of the Mississippi Code of 1972, as amended and the rules and regulations thereunder.
- ITEM 4** Trust Upper Limit of Indemnity
(a) Statutory for Workers' Compensation
(b) Employers' Liability each Occurrence - \$1,000,000
- ITEM 5** Trust Specific Retention Each Occurrence: \$1,000,000
(a) Aircraft - Per Person - \$500,000
- ITEM 6** Excess Carrier: Safety National Casualty Corporation

This certificate shall not be binding on the Trust unless signed by a duly authorized representative of the Trust.

Dated at Jackson, Mississippi, this 1st day of January 2019.

**MISSISSIPPI PUBLIC ENTITY
WORKERS COMPENSATION TRUST**

By: Judy Mooney
Judy Mooney, Administrator

EXHIBIT M

RESOLUTION REQUESTING GOVERNOR TO PROCLAIM

A STATE OF EMERGENCY

WHEREAS, on Feb 20th, 2019, 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 April 29th, 2019, in accordance with State Law 33-15-17(d) the Board of Supervisors declared that an emergency ~~does exist~~ ^{Continues} throughout said county; and

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

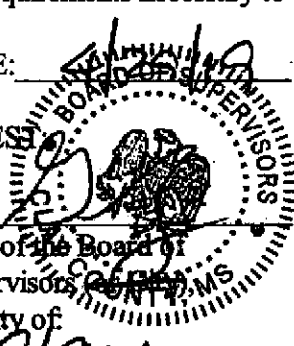
NOW, THEREFORE, IT IS HEREBY DECLARED AND ORDERED that a copy of this declaration be forwarded to the Governor of Mississippi with the request that he proclaim the County (City) of Clay to be in a State of Emergency; and

IT IS FURTHER RESOLVED that Torrey J. Williams, EMA Director 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:

ATTEST:

Clerk of the Board of Supervisors County, MS County of Clay State of Mississippi



Signatures of Board President and four Board Members with their respective titles.

EXHIBIT N

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

WHEREAS, Clay County 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 Flash Flooding / Flooding
(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 5 AM/PM on the 19th 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:

ATTEST

Clerk of City / County, MS
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

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

WHEREAS, Clay County 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 flooding, river flooding

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

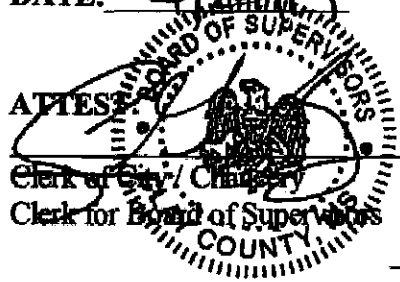
commencing on or about 1:00 AM on the 18th day of April, 2019; and

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: 4/20/19



[Signature]
Mayor / President of Board of Supervisors

[Signature]
Councilperson / Supervisor

[Signature]
Councilperson / Supervisor

[Signature]
Councilperson / Supervisor

[Signature]
Councilperson / Supervisor

Clay
City / or County, State of MS

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