

**Minutes of  
Clay County Board of Supervisors  
Meeting Held Thursday, August 22, 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 Thursday, August 22, 2019.

**PRESENT:**

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

Eddie Scott, Clay County Sheriff  
LaFrance Hamilton Boyd, Deputy Chancery Clerk  
Angela Turner Ford, Board Attorney

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 Deanes with invocation given Supervisor Horton.

**ADOPTION OF AGENDA**

Motion by Supervisor Deanes to adopt the agenda as prepared.

– Second by Supervisor Horton.

(See Exhibit "A" - Agenda).

**AMENDMENT OF AGENDA**

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

– Second by Supervisor Chandler.

**AMENDMENTS TO AGENDA ANNOUNCED**

None

**AUTHORIZE AND APPROVE HOMESTEAD DISALLOWANCES FY2018**

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

–Seconded by Supervisor Horton.

(Exhibit “B”)

**TRAVEL FOR SHERIFF DEPUTY TO LITTLE ROCK ARKANSAS**

Motion by Supervisor Horton to authorize and approve travel of Sheriff or Deputy to Little Rock, Arkansas from September 8 through September 11, 2019, for ORCIC.

–Seconded by Supervisor Chandler.

(Exhibit “C”)

**LINK INVOICE**

Motion by Supervisor Deanes to authorize and approve payment of Link Invoice in the amount of \$455.00 and for the Clerk to bill the City of West Point for one half payment.

–Seconded by Supervisor Chandler.

(Exhibit “D”)

**RECESS UNTIL 10:00 A.M. TO OPEN BIDS**

Motion by Supervisor Chandler to recess until 10:00 a.m. to open bids for Caradine-County Road Project, pursuant to notice.

–Seconded by Supervisor Horton.

**OPENING OF BIDS FOR ERBR-STP/BR-0013(53)B, CARADINE-COUNTY ROAD PROJECT, AS ADVERTISED**

At 10:00 a.m. the Board of Supervisors reconvened to open two bids. Motion by Supervisor Horton to take the bids of Tanner Construction in the amount of \$1,552,813.60 and Phillips Contracting in the amount of \$1,842,289.45 under advisement.

–Seconded by Supervisor Chandler.

(Exhibit "E")

**AUTHORIZE TO PAY CONSTABLES**

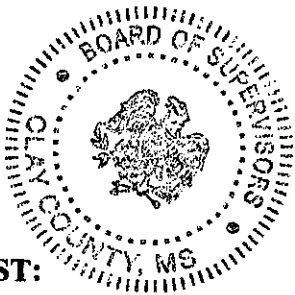
Motion by Supervisor Lynn Horton to pay the Constable the net monthly gross fee income for the month of August 2019 as presented by the Clerk.

- Second by Supervisor Lummus

(Exhibit "F")

\* All Motions were carried unanimously unless otherwise indicated.

SO ORDERED this the 22<sup>nd</sup> day of August, 2019.



**ATTEST:**

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

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

# EXHIBIT A

Clay County Board of Supervisors  
Agenda for Meeting  
Thursday, August 22, 2019 at 9:00 a.m.

- Call to Order
- Welcome and Prayer
- Adopt and Amend Agenda <sup>Adopt</sup> M-D4 S-D1 → Amend
- Authorize and approve the Homestead Disallowances for year 2018 as received from the MS Dept. of Revenue M-D5 S-D1
- Authorize and approve travel for Sheriff or Deputy to Little Rock, AR, Sept. 8-11, 2019 <sup>ROCIC homicide training</sup> M-D1 S-D5
- Authorize and approve for payment to the LINK invoice in the amount of \$455.00 and for the Clerk to bill the City of West Point for one half M-D4 S-D5
- Open bids for the Caradine-County Road Project No. ERBR-STP/BR-0013(53)B at 10:00 a.m. as advertised
- Recess until Monday, August 26, 2019, at 9:00 a.m. → M-D1 S-D5

Recess until 10:00 a.m. M-D5  
S-D1

Amendments:

① Terry Scott  
Steven Young

# EXHIBIT B

5



Date: June 03, 2019
Letter ID: L1008889408
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

PENNINGTON KENNETH V, 463 MHOON VALLEY ROAD, WEST POINT MS 397730000

Reimbursement Year: 2018
Parcel#: 080 14 0030500
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.

12. Applicant or applicant's spouse was allowed exemption on other property. §27-33-21 (c)

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

Address fields: Address, City, State, Zip, Block

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

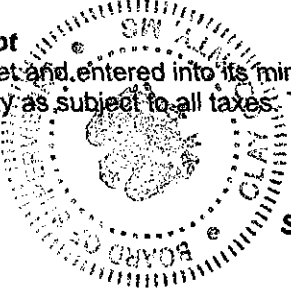
Date: June 03, 2019  
Letter ID: L1008889408  
Period: December 31, 2018

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
PENNINGTON KENNETH V 463 MHOON VALLEY ROAD WEST POINT MS 397730000	080 14 0030500	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 G. Berry Chancery Clerk by: Mareena Douglas D.C.  
(Board Clerk Signature)

The meeting of the CLAY Board of Supervisors was held August 22, 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.*





Date: June 03, 2019  
Letter ID: L0309453120  
Period: December 31, 2018  
Account #: 1027-8052



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

HARPER HAROLD L  
2095 HUMPHRIES COVE  
WEST POINT MS 397730000

Reimbursement Year: 2018

Parcel#: 088B 19B 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.

12. Applicant or applicant's spouse was allowed exemption on other property. §27-33-21 (c)

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](http://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

*Per Joe at Homestead  
object due to this already  
Being corrected*

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](http://www.dor.ms.gov) for tax information and online filing. If you call, please have this letter with you.

# Notice Certification

Date: June 03, 2019  
Letter ID: L0309453120  
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
HARPER HAROLD L 2095 HUMPHRIES COVE WEST POINT MS 397730000	088B 19B 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 \_\_\_\_\_  
(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: June 03, 2019  
Letter ID: L0420929856  
Period: December 31, 2018  
Account #: 1027-8052



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

WHITFIELD JOYCE ANN DAVIDSON  
511 BRUCE DRIVE  
WEST POINT MS 397730000

Reimbursement Year: 2018

Parcel#: 060C302A 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.

08. Application is incomplete or inadequate, causing eligibility to be undeterminable. §27-33-31 (n & r) & §27-33-41 (c)

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](http://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

*Per Joe -  
County Emr - Entred  
SST# 11111*

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](http://www.dor.ms.gov) for tax information and online filing. If you call, please have this letter with you.

**Notice Certification**

Date: June 03, 2019  
Letter ID: L0420929856  
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.

<b>Applicant Name</b>	<b>Parcel #</b>	<b>School District</b>
WHITFIELD JOYCE ANN DAVIDSON 511 BRUCE DRIVE WEST POINT MS 397730000	060C302A 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 \_\_\_\_\_  
(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.*

# EXHIBIT C



Stephen Young <jsyoung0331@gmail.com>

**Reservation Confirmation #96342067 for Little Rock Marriott**

1 message

Marriott Hotels & Resorts Reservations <reservations@res-marriott.com>

Mon, Aug 12, 2019 at 11:42 AM

Reply-To: "reservations@res-marriott.com" <reservations-HP2v50000016c86b5af60b8394a6e9617ffa8020@res-marriott.com>

To: JSYOUNG0331@gmail.com

ENHANCE YOUR ST. | SUMMARY OF CHARGES | CONTACT US

*ROCK*

*Homeade conference*



Little Rock Marriott

3 Statehouse Plaza Little Rock Arkansas  
72201 USA

+1-501-906-4000

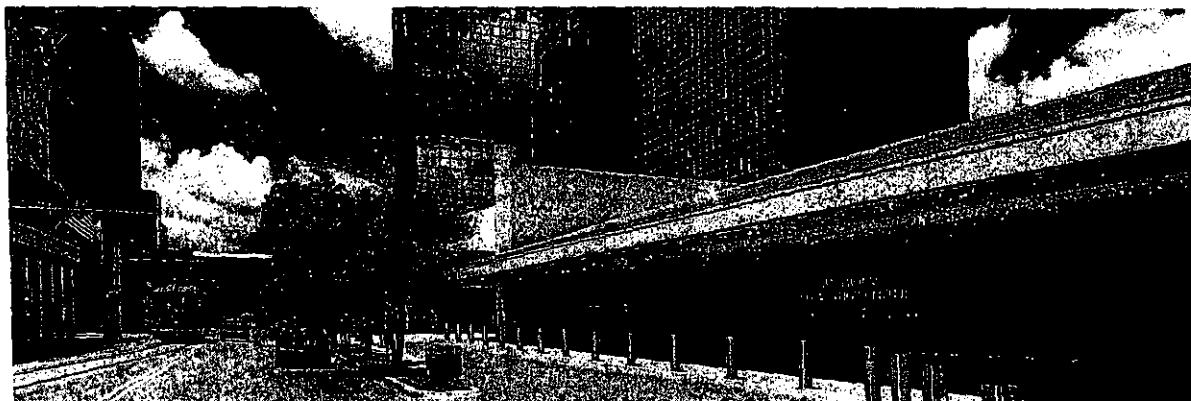
Thank you for booking directly with us, Steven Young.

We look forward to hosting you.

*& Terry Scott*

Sun, Sep 08, 2019 – Wed, Sep 11, 2019

Confirmation Number: 96342067



Check-In: Sunday, September 8, 2019 03:00 PM

Check-Out: Wednesday, September 11, 2019 12:00 PM

Number of rooms 1 Room

Guests per room 1 Adult

Guarantee Method Credit Card Guarantee, Discover Card

Total for Stay (all rooms) 324.30 USD

Room 1

Room Type > Guest room, King or Double

Guaranteed Requests:

None

ALL REQUESTS >

Modify or Cancel Reservation

### Enhance your stay



#### Earn 75,000 Bonus Points

Plus get a Free Night Award Every Anniversary with the Marriott Bonvoy Boundless Credit Card.

[Learn More](#)

#### Save on base rates

Plus earn up to 2,000 points.

**Estimated Government Taxes & Fees****14.10 USD****Totals****Total for Stay (all rooms)****324.30 USD****Other Charges**

Valet parking, fee: 25 USD daily

Valet parking only / USD \$18 for day visitors / \$25 for overnight parking.  
Garage height clearance 6 feet 8 inches

## Rate Details & Cancellation Policy

- Cancellation policy does apply. For more information, view the 'Rate Details' link in your reservation on the Marriott website, contact the hotel or call Marriott Reservations.

**Rate Guarantee Limitation(s)**

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

**Additional Information**

- Upon check-in an authorization request will be placed on your credit/debit card in an amount equal to the cost of the room, tax and incidental charges for the length of your stay (up to seven nights). If your stay exceeds seven nights, an additional authorization may be requested for the entire amount of your stay (room, tax and incidentals). Upon check-out, your payment card will be charged for the actual amount incurred during your stay.

Enjoy instant benefits because you booked directly with  
US





# EXHIBIT D



PO Box 1328  
Columbus, MS 39703

**Invoice**

Date	Invoice #
7/30/2019	255989

<b>Bill To</b>
Clay County Board of Supervisors PO Box 815 West Point, MS 39773

Item Code	Description	Amount
Clay County Reimbursement	Neel-Schaffer 1059456	455.00

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

<b>Total</b>	\$455.00
--------------	----------

July 12, 2019  
 Project No: NS.15107.000  
 Invoice No: 1059456

The LINK  
 P.O. Box 1328  
 Columbus, MS 39701

Project NS.15107.000 LINK - Project Trinity  
Professional Services from June 1, 2019 to June 30, 2019

Phase 001 Due Diligence  
 Professional Personnel

	Hours	Rate	Amount	
Engineer IV				
Cunningham, John	7.00	195.00	1,365.00	
<b>Total Labor</b>				<b>1,365.00</b>
				<b>Total this Phase</b>
				<b>\$1,365.00</b>
				<b>Total this Invoice</b>
				<b>\$1,365.00</b>

# EXHIBIT E

**AFFIDAVIT OF PUBLICATION  
THE CLARION-LEDGER**

TO: CLAY COUNTY BOARD OF SUPERVISORS  
P.O. BOX 815  
WEST POINT, MS 39773  
Acct# 6624943313CLAY

Ad Number: 0003691096

STATE OF WISCONSIN  
COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is a Legal Advertising Representative of The Clarion-Ledger, a newspaper as defined and prescribed in Sections 13-3-31 and 13-3-32, of the Mississippi Code of 1972, as amended, who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

Was published in said newspaper in the issue(s) of:

07/23/19, 07/30/19

Size: 706 words / 3 col. x 116 lines

Published: 2 time(s)

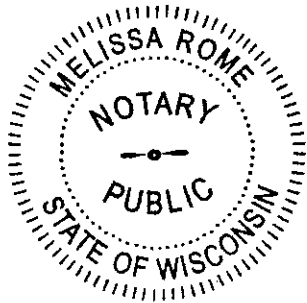
Now due on said account is \$479.32

Signed Valerie Vanderbeek  
Authorized Clerk of The Clarion-Ledger

SWORN to and subscribed before me on July 30, 2019.

Melissa Rome  
Notary Public, State of Wisconsin, County of Brown

1-10-2021  
My commission expires



(SEAL)

**OFFICE OF STATE AID ROAD CONSTRUCTION  
MISSISSIPPI DEPARTMENT OF TRANSPORTATION  
AND  
CLAY COUNTY BOARD OF SUPERVISORS  
SECTION 900**

**NOTICE TO CONTRACTORS:**

Sealed bids will be received by the Board of Supervisors of Clay County, Mississippi, at the Clay County Courthouse, West Point, Mississippi, until 10:00 a.m. on the 22nd day of August, 2019 and shortly thereafter publicly opened for the construction of 0.249 miles of BRIDGE AND APPROACHES on the CARADINE COUNTY LINE ROAD being known as Project No. ERBR-STP/BR-0013(5)B in Clay County, Mississippi.

PRINCIPAL ITEMS OF WORK ARE APPROXIMATELY AS FOLLOWS:

ITEM	QUANTITY	UNIT
<b>ROADWAY ITEMS:</b>		
MOBILIZATION	LUMP SUM	LS
CLEARING AND GRUBBING	LUMP SUM	LS
REMOVAL OF BRIDGE (STA. 369+60.25)	1.000	UN
UNCLASSIFIED EXCAVATION (FM)	2,930.000	CY
BORROW EXCAVATION (F.M.E.)	8,808.000	CY
(CONTRACTOR FURNISHED) (CLASS 9) GRANULAR MATERIAL (LVM)	2,782.000	CY
(CLASS 3, GROUP B) MIXING, SHAPING AND COMPACTION	3,151.000	SY
HOT MIX ASPHALT, (ST) (9.5mm)	483.000	TON
ASPHALT FOR PRIME COAT (CSS-1)	945.000	GAL
RUMBLE STRIPS, GROUND-IN	0.379	MI
36" REINFORCED CONCRETE PIPE, CLASS III	32.000	LF
36" REINFORCED CONCRETE PIPE, END SECTION	2.000	EA
GUARD RAIL, W BEAM	275.000	LF
GUARD RAIL, BRIDGE END SECTION, TYPE "1", THRIE-BEAM		
GUARD RAIL, TERMINAL END SECTION	4.000	EA
RIGHT-OF-WAY MARKERS (TYPE I)	16.000	EA
MAINTENANCE OF TRAFFIC	LUMP SUM	LS
ADDITIONAL CONSTRUCTION SIGNS	0.000	SF
4" WIDE THERMOPLASTIC EDGE STRIP (CONTINUOUS WHITE) (60 mil)	0.500	MI
4" WIDE THERMOPLASTIC TRAFFIC STRIPE (SKIP YELLOW) (90 mil)	0.214	MI
4" WIDE THERMOPLASTIC TRAFFIC STRIPE (CONTINUOUS YELLOW) (90 mil)	1,510.000	LF
TWO-WAY YELLOW REFLECTIVE HIGH PERFORMANCE RAISED MARKERS	24.000	EA
REFLECTORIZED TRAFFIC WARNING SIGN (ENCAPSULATED LENS)	1.000	EA
REFLECTORIZED TRAFFIC OBJECT MARKER (ENCAPSULATED LENS) (TYPE 3)	4.000	EA
<b>EROSION CONTROL ITEMS:</b>		
AGRICULTURAL LIMESTONE	3.000	TON
COMMERCIAL FERTILIZER (13-13-13)	2.250	TON
AMMONIUM NITRATE	1.500	TON
SEEDING	3.000	AC
VEGETATIVE MATERIALS FOR MULCH	6.000	TON
SOLID SODDING	100.000	SY
TEMPORARY SILT FENCE (TYPE 1) (AOS 0.15-0.84) WATTLES 20"	2,000.000	LF
LOOSE RIPRAP, 100 LB.	120.000	LF
LOOSE RIPRAP, 200 LB.	50.000	TON
	795.000	TON
<b>BRIDGE ITEMS:</b>		
TEST PILE	2.000	EA
CONVENTIONAL STATIC PILE LOAD TEST	0.000	EA
HP 14 X 89 STEEL PILING	2,145.000	LF
16" PRE-FORMED PILE HOLES	429.000	LF
BRIDGE CONCRETE, CLASS "A"	349.050	CY
40" PRESTRESSED CONCRETE BEAM TYPE I+2	954.000	LF
80" PRESTRESSED CONCRETE BEAM TYPE III	319.000	LF
REINFORCEMENT	69,455.000	LB
CONCRETE RAILING	640.000	LF
LOOSE RIPRAP, 300 LB.	490.000	TON
GEOTEXTILE FABRIC UNDER RIPRAP TYPE V, AOS 0.21-0.43	907.000	SY

**NOTICE TO CONTRACTORS:**

CONTRACT TIME: 120 Working Days

**BASIS OF AWARD**

The award, if made, will be made to the lowest qualified bidder on the basis of published quantities.

The attention of the BIDDER is directed to the State and Federal laws governing selection of and employment of labor.

MINIMUM WAGE RATES for this project have been predetermined by the Secretary of the the Department of Labor in accordance with the requirements of Federal regulations governing the expenditure of FEDERAL AID HIGHWAY FUNDS and are set out in the labor regulations contained in the proposal.

The Board of Supervisors hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprise will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

PLANS AND SPECIFICATIONS are on file in the Office of the Chancery Clerk of Clay County, the County Engineer's office and the Office of the State Aid Engineer, 412 E. Woodrow Wilson Avenue, Jackson, Mississippi. This project shall be constructed in accordance with the latest edition of the Mississippi Standard Specifications for State Aid Road and Bridge Construction.

PLANS AND PROPOSALS may be secured from Robert L. Calvert, County Engineer for Clay County, Mississippi, P. O. Drawer 1078, West Point. The Cost is seventy-five dollars (\$75.00) for plans and seventy-five dollars (\$75.00) for the proposal, non-refundable. Certified check or bid bond for five percent (5%) of the total bid, made payable to Clay County and the State of Mississippi must accompany each proposal.

Bidders are hereby notified that any proposal accompanied by letters qualifying in any manner the condition under which the proposal is tendered will be considered an irregular bid and such proposal will not be considered in making the award.

R.B. Davis, President  
Clay County Board of Supervisors



**CALVERT - SPRADLING ENGINEERS, INC.**

**CONSULTING ENGINEERS  
P.O. DRAWER 1078  
WEST POINT, MISSISSIPPI 39773  
PHONE (662) 494-7101**

**ROBERT L. CALVERT, P.E.  
STANLEY J. SPRADLING, P.E.**

**7085 HIGHWAY 45 ALT N.  
WEST POINT, MS 39773-8442**

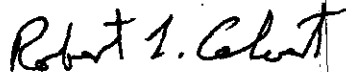
August 23, 2019

Mr. R.B. Davis, President  
Clay County Board of Supervisors  
365 Court Street  
P.O. Box 815  
West Point, MS 39773

**Re: Yokohama Rail Repair  
#218130**

Attached is the county's copy of the contract with Continental Rail for the repair of the Yokohama Rail Bid

Sincerely,



Robert L. Calvert, P.E.

RLC:mwf  
Attachments



ITEM IV

CONTRACT

THIS AGREEMENT, made this 8th day of August, 2019, by and between Clay County Board of Supervisors, hereinafter referred to as the OWNER, and Continental Rails and Excavating, Inc., P.O. Box 15776, Hattiesburg, MS 39404, hereinafter referred to as the CONTRACTOR:

WITNESSETH:

That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed that:

1. The CONTRACTOR will furnish all of the materials and supplies, equipment, and labor and other services necessary in conformance with these contract documents for the construction and completion of the project described in general as follows:

Restore railbed from erosion per quote dated July 24, 2019. (attached)

2. COMPLETION OF WORK. The Contractor shall commence the work covered by this contract within ten (10) calendar days after the date of receipt of the Notice to Proceed and shall complete the same within 20 calendar days unless the period for completion is extended as provided for in the General Conditions.

3. CONTRACT SUM. The Owner shall pay the Contractor for the performance of said work, subject to additions or deductions provided herein Thirty Two Thousand and no/100 dollars plus additional 100# rip rap @ #38.00 per ton as directed by the Engineer.
4. The Contract Documents include the following:
  - (a) Contractor's Lump Sum Quote
  - (b) Contract - Item IV
  - (c) General Conditions - Item V
  - (d) Plans prepared by Calvert-Spradling Engineers, Inc., numbered 1 through 1, and dated June 24, 2019.
  - (e) Specifications prepared or issued by:  
Calvert-Spradling Engineers, Inc., dated June 24, 2019.
5. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions and in such amounts as required by the Contract Documents.
6. This contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in duplicate, on the date first above written.

OWNER:

Clay County Board of Supervisors

(SEAL)

By: *R.B. Davis*

Name: R.B. Davis

Title: President

ATTEST:

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

CONTRACTOR:

Continental Rails and Excavating, Inc.

By: *Joe T. Howard, Jr. Pres.*

This CONTRACT shall not be effective unless and until concurred in by the State Program Official of Rural Development (RD), U. S. Department of Agriculture or a delegated representative.

Wherever the words "Farmers Home Administration", "FmHA", "Rural Development Administration", or "RDA" appear there is hereby substituted the words "United States of America".

ITEM V  
GENERAL CONDITIONS

1. The contractor shall furnish and pay the cost, including sales tax and all other applicable taxes and fees, of all the necessary materials and shall furnish and pay for all the superintendence, labor, tools, equipment and transportation and perform all the work required for the construction of all items listed and itemized under the bid schedule of the Bidder's Proposal attached hereto as Item II in strict accordance with the Plans, Specifications and requirements, general conditions and special conditions which are attached hereto and made a part hereof, and any amendments thereto and such supplemental plans and specifications which may hereafter be approved.
2. The Owner shall provide the land upon which the work under this contract is to be done, and will, so far as is convenient, permit the Contractor to use as much of the land as is required for the erection of temporary construction facilities and storage of materials, together with the right of access to same, but beyond this, the Contractor shall provide at the contractor's cost and expense any additional land required.
3. In the event the Owner is dissatisfied with the slow progress or incompetency in the performance of the work in accordance with the schedule for completion of the various aspects of construction, the Owner shall give the Contractor written notice in which the owner shall specify in detail the cause of dissatisfaction. Should the Contractor fail or refuse to remedy the matters complained of within five days after the written notice is received by the Contractor the Owner shall have the right to take control of the work and either make good the deficiencies of the Contractor itself or direct the activities of the Contractor in doing so, employing such additional help as the Owner deems advisable. In such event the Owner shall be entitled to collect from the Contractor any expenses in completing the work.
4. The owner will withhold \$ N/A as liquidated damages from the amount payable to the Contractor for each calendar day that the contractor is in default after the time of completion stipulated in these Contract Documents. It is understood that the amount is approximately equal to the interest and other charges incurred by the Owner.
5. The Contractor guarantees all material and equipment furnished and all work performed for a period of 1 year from the date of substantial completion of the contract. The contractor's guarantees that the facility is free from defects due to faulty materials or workmanship and the contractor shall make the necessary corrections to correct these defects.

6. The contractor should give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as specified in the Contract Documents. If the contractor observes that the Contract Documents are at variation with any laws, ordinances, rules or regulations, the contractor should promptly notify the owner in writing and any necessary changes shall be adjusted through the use of contract change orders.
7. The Contractor agrees to pay all claims for labor, materials, services and supplies and agrees to allow no such charge to be fixed on the property of the Owner.
8. The Contractor agrees to comply with all laws, rules and regulations that apply to related work.
9. The actual performance of work and superintendence shall be performed by the Contractor but the owner shall, at all times, have access to the premises for the purpose of observing or inspecting the work performed by the Contractor.
10. It is fully understood and agreed that none of the requirements of this contract shall be considered as waived unless changes are made in writing and then only by the persons executing this contract upon concurrence of the Rural Utilities Service.
11. The Contractor agrees not to sublet or assign this work without the written consent of the owner.
12. The Contractor shall have full responsibility under these conditions, general provisions, Plans and Specifications for any subcontracts which the Contractor may let.
13. All questions or controversies which may arise between the Contractor and the Owner, under or in reference to this contract, should be resolved, to the fullest extent possible at a meeting between the Contractor, the Owner, and a representative of the RUS. The agreements reached at such meetings shall be carefully documented and become final and binding on all parties concerned. However, should the Owner and Contractor be unable to agree, a board of three arbitrators shall be chosen. One shall be chosen by the Contractor, one shall be chosen by the Owner, and the third shall be selected through mutual agreement by the first two. Should either party neglect or fail to select an arbitrator within ten days, the arbitrator selected by the other party shall have power to decide the dispute in the same manner as though a board of three arbitrators had been selected.

14. The Contractor shall indemnify and save harmless the Owner and the Owner's agents and employees, from and against all losses and all claims, demands, payments, suits, actions, recoveries, and judgments of every nature, and description brought or recovered against them by reasons of any act or omission of the said Contractor, its agents, or employees, in the execution of the work or in guarding the same.

15. Payment. Final payment shall be made to the Contractor when the work is completed and accepted by the owner and the Rural Utilities Service. The total amount of the payment shall be the amount of the contract plus the value of all changes as reflected in approved contract change orders. The entire balance found to be due the Contractor but excepting such sums as may be lawfully retained by the Owner, shall be paid to the Contractor. Such payment shall be conditioned, however, upon the submission by the Contractor of evidence satisfactory to the Owner that all claims for labor, material, and any other outstanding indebtedness in connection with this Contract have been paid.

The Owner will make payments as follows: (Check (X) proper payment clause and effectively cross out all of the clauses not applicable.)

    X     A. ONE LUMP SUM will be made for the whole contract, upon acceptance by the owner and the Rural Utilities Service, of all work required hereunder and compliance by the Contractor with all the terms and conditions of this contract.

           B. PARTIAL PAYMENTS NOT TO EXCEED 60 PERCENT of the value of the work in place (less the aggregate of previous payments) will be made at intervals of           . The value of work in place shall be as estimated by the contractor and approved by the Rural Utilities Service. Prior to receiving any partial payment, the contractor must furnish the owner with a statement showing the total amount owed to date for materials and labor procured under this contract and, if required by the owner or the Rural Utilities Service, must also submit evidence showing that previous partial payments were properly applied and that the current payment will be properly applied. Upon completion of the whole contract and acceptance of the work as required hereunder, by the owner and the Rural Utilities Service, and compliance by the contractor with all terms and conditions of this contract, the amount due the contractor will be paid.

16. Upon completion or termination of the work, the Contractor shall remove from the vicinity of the work all equipment and all temporary structures, waste materials and rubbish resulting from its operations, leaving the premises in a neat and presentable condition. In the event of failure to do so, the same may be done by the Owner at the expense of the Contractor.

oOo



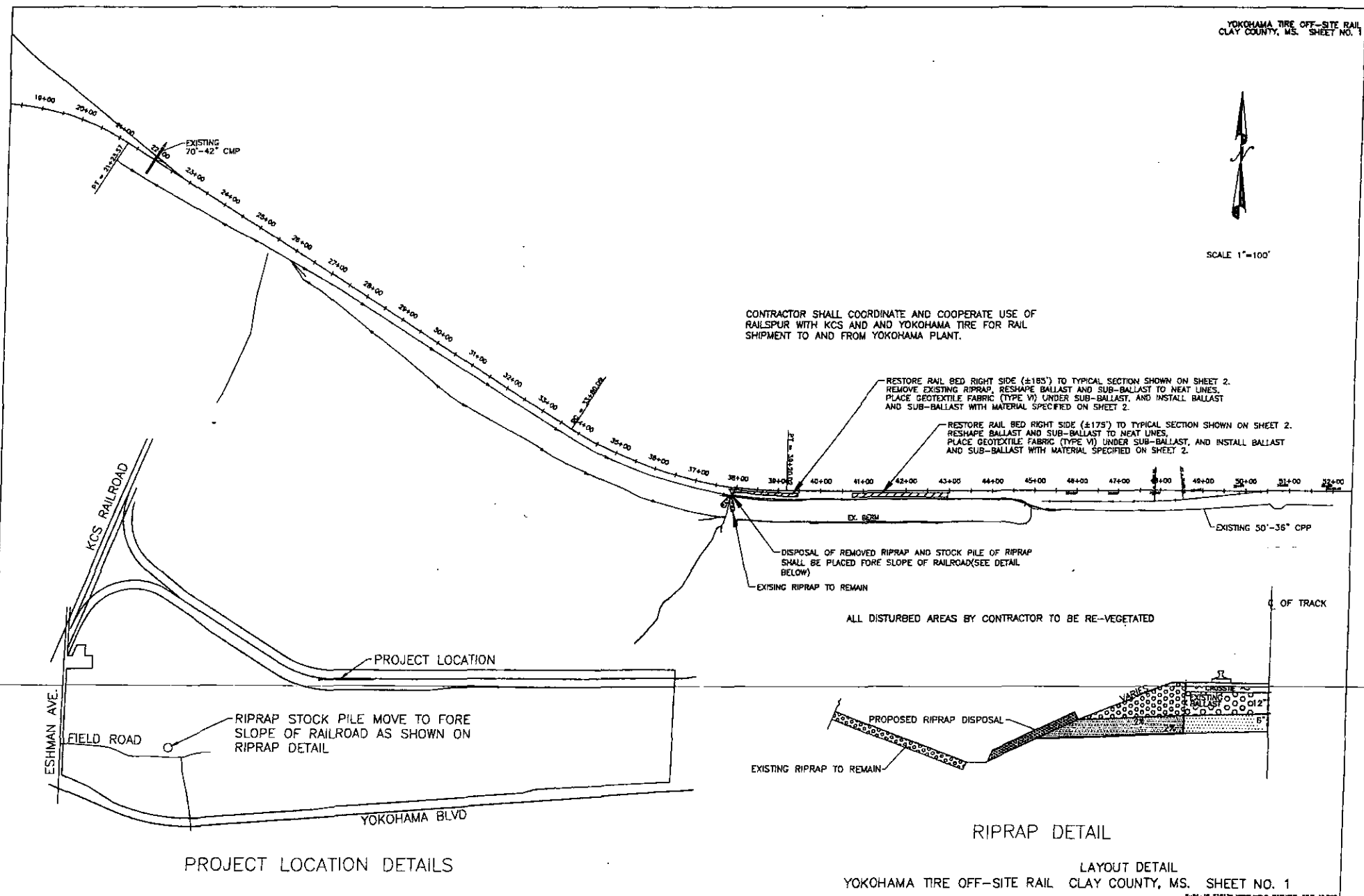
PROPOSAL

Continental Rails, Inc. PO Box 15776 Hattiesburg, MS 39404 (601) 582-9181 office (601) 584-7677 fax info@continentalrails.com	Date: 07/24/19
PROPOSAL SUBMITTED TO: Calvert-Spradling Engineers 7085 Highway 45A North West Point, MS 39773 (662) 494-7101	Attention: John Freeman john.freeman.cse@gmail.com
<b>Yokohama Tire</b>	
Continental Rails, Inc. hereby proposes the following: Per plans provided by Calvert-Spradling Engineers 1). Repair 340' of ditch  <p style="text-align: right;"><b>TOTAL \$32,000.00</b></p>  No Bond	



SCALE 1"=100'

CONTRACTOR SHALL COORDINATE AND COOPERATE USE OF  
RAILSPUR WITH KCS AND AND YOKOHAMA TIRE FOR RAIL  
SHIPMENT TO AND FROM YOKOHAMA PLANT.



RESTORE RAIL BED RIGHT SIDE ( $\pm 185'$ ) TO TYPICAL SECTION SHOWN ON SHEET 2.  
REMOVE EXISTING RIPRAP, RESHAPE BALLAST AND SUB-BALLAST TO MEET LINES.  
PLACE GEOTEXTILE FABRIC (TYPE VI) UNDER SUB-BALLAST, AND INSTALL BALLAST  
AND SUB-BALLAST WITH MATERIAL SPECIFIED ON SHEET 2.

RESTORE RAIL BED RIGHT SIDE ( $\pm 175'$ ) TO TYPICAL SECTION SHOWN ON SHEET 2.  
RESHAPE BALLAST AND SUB-BALLAST TO MEET LINES.  
PLACE GEOTEXTILE FABRIC (TYPE VI) UNDER SUB-BALLAST, AND INSTALL BALLAST  
AND SUB-BALLAST WITH MATERIAL SPECIFIED ON SHEET 2.

DISPOSAL OF REMOVED RIPRAP AND STOCK PILE OF RIPRAP  
SHALL BE PLACED FORE SLOPE OF RAILROAD (SEE DETAIL  
BELOW)

EXISTING RIPRAP TO REMAIN

ALL DISTURBED AREAS BY CONTRACTOR TO BE RE-VEGETATED

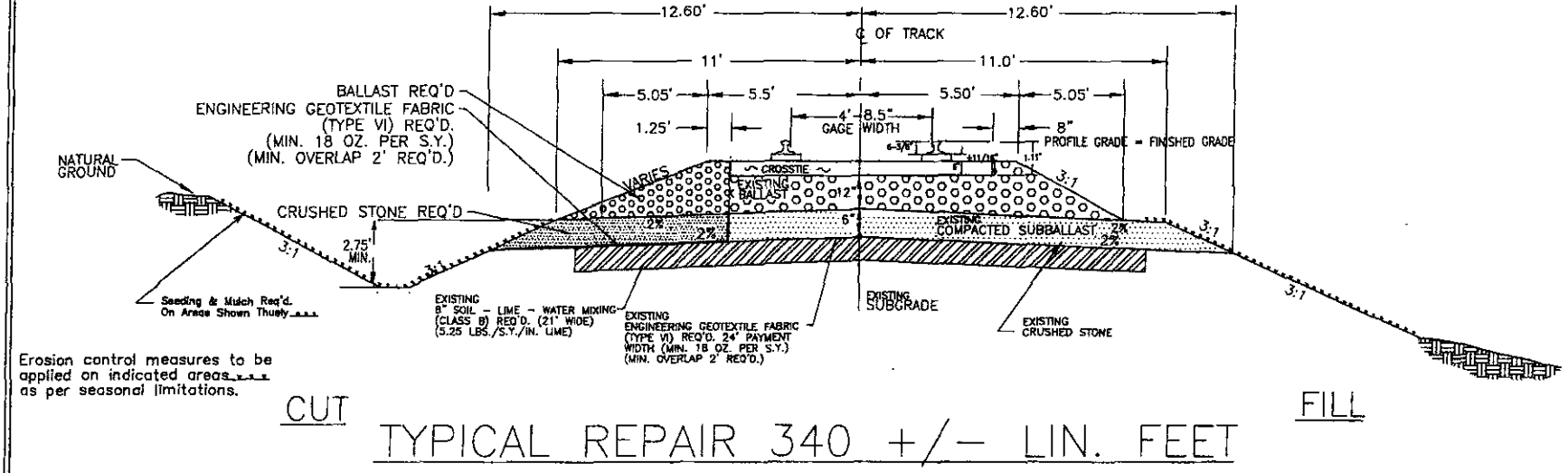
PROJECT LOCATION DETAILS

RIPRAP DETAIL

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NOTES:  
CONTRACTOR SHALL MAINTAIN POSITIVE  
DRAINAGE AT ALL TIMES.



Erosion control measures to be  
applied on indicated areas  
as per seasonal limitations.

NOTES:

1. CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS, EQUIPMENT, FEES, TAXES, AND INSURANCE.
2. SPECIFICATIONS FOR CONSTRUCTION OF INDUSTRIAL TRACKAGE CURRENTLY APPROVED BY KANSAS CITY SOUTHERN LINES SHALL GOVERN ALL WORK.
3. PRIOR TO ANY EXCAVATION WORK THE CONTRACTOR SHALL CONTACT MISSISSIPPI ONE-CALL SYSTEM, INC. (TELEPHONE 811 OR 1-800-227-8477) TO HAVE ALL UTILITIES WITHIN THE VICINITY OF THE PROPOSED CONSTRUCTION LOCATED.
4. CONTRACTOR SHALL CONTACT & COOPERATE WITH UTILITY OWNERS TO RESTORE ANY DISRUPTION OF SERVICE. CARE SHALL BE EXERCISED AS NOT TO DAMAGE OR DISRUPT SERVICES OR OPERATIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIR AND RESTORATION OF DAMAGES CAUSED BY CONTRACTOR DURING CONSTRUCTION. REQUIRED RELOCATION OF FACILITIES INTERFERING WITH CONSTRUCTION WILL BE THE RESPONSIBILITY OF THE OWNER TO MOVE.
5. CONTRACTOR SHALL COORDINATE AND COOPERATE WITH THE KCS AND YOKOHAMA FOR SCHEDULING.

NOTE:  
SPECIFICATIONS FOR CONSTRUCTION OF INDUSTRIAL TRACKAGE CURRENTLY APPROVED BY KANSAS CITY SOUTHERN LINES ARE MADE A PART HEREOF FULLY AND COMPLETELY AS IF ATTACHED HERETO.

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# EXHIBIT F

**Calculation of Estimated Contributions/Wages For Constables  
August 2019**

**Calculation:**

	<b>Lewis Stafford</b>	<b>Sherman Ivy</b>	
Gross Fee Income *	\$2,255.00	\$2,425.00	<b>(Input)</b>
Minimum Withholding Rate	11%	11%	
Estimated Contributions	<u>\$248.05</u>	<u>\$266.75</u>	
Estimated Contributions	\$248.05	\$266.75	
Divided by PERS EE/ER	21.93%	21.93%	
Estimated Wages To Be Reported To PERS	<u>\$1,131.10</u>	<u>\$1,216.37</u>	
Estimated Wages	\$1,131.10	\$1,216.37	
Multiplied by PERS EE Rate	9.00%	9.00%	
Estimated PERS EE Contributions	<u>\$101.80</u>	<u>\$109.47</u>	
Estimated Wages	\$1,131.10	\$1,216.37	
Multiplied by PERS ER Rate	17.40%	17.40%	
Estimated PERS ER Contributions	<u>\$196.81</u>	<u>\$211.65</u>	

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

Estimated Wages	\$1,131.10	\$1,216.37	
Estimated PERS EE Contributions	\$101.80	\$109.47	211.27
Estimated PERS ER Contributions	\$196.81	\$211.65	408.46
Total Estimated Contributions	<u>\$298.61</u>	<u>\$321.12</u>	

**\*\*Funds to be Paid to Constables\*\***

Gross Fee Income	\$2,255.00	\$2,425.00
Less: Total Estimated PERS EE/ER Contributions	<u>\$298.61</u>	<u>\$321.12</u>
Net Gross	\$1,956.39	\$2,103.88

Need an order to transfer to Payroll Clearing fund \$ 619.73 to remit with Retirement Contributions

\* Gross Fee Income is turned in to comptroller by the Justice Court Deputy.