

**Minutes of  
Clay County Board of Supervisors  
Regular Meeting  
Thursday, September 10, 2020 at 9:00 a.m.**

**BE IT REMEMBERED** a regular meeting of the Clay County Board of Supervisors was held at the Clay County Courthouse, West Point, Mississippi, on Thursday, September 9, 2020.

**PRESENT:**

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

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

County Residents

The following proceedings were had:

**CALL TO ORDER/INVOCATION**

The meeting was called to order by Clay County Sheriff Eddie Scott. The welcome was given by Supervisor Lummus with invocation given by Supervisor R. B. Davis.

**ADOPTION OF AGENDA**

Supervisor Horton moved to adopt the agenda as presented.

The motion was seconded by Supervisor Deanes.

(Exhibit "A")

**AMENDMENT OF AGENDA**

Supervisor Horton moved to amend the agenda as presented.

The motion was seconded by Supervisor Chandler.

**AMENDMENTS WERE APPROVED AND ADDED TO THE AGENDA**

Mike Sanders with Sanders and Associates, Inc to present the mapping contract  
Wendy Fuller to address the Board regarding voting  
Annie Hines-Goode authorize and approve travel  
Luke Lummus the Golden Triangle Solid Waste Regional Management Authority Board appointments

PRESIDENT ANNOUNCED THE ON-LINE REVERSE AUCTION BIDDING PROCESS HAD BEGUN VIA CENTRAL BIDDING FOR THE PURCHASE OF THE 2020 GARGABE TRUCK

AUTHORIZE AND APPROVE THE COUNTY ENGINEER TO EXTEND AN OFFER TO THE LANDOWNERS FOR THE PURCHASE OF RIGHT OF WAY NEEDED FOR THE MOONVALLEY BRIDGE PROJECT ERBR-13(01)

Supervisor Davis moved to authorize and approve the County Engineer, Robert L. Calvert, Sr, to extend an offer to the landowners for the purchase of Right of Way needed for the MoonValley Bridge Project ERBR-13-(01).

The motion was seconded by Supervisor Deanes.

AUTHORIZE AND APPROVE OF THE UTILITY RIGHT AWAY ADJUSTMENT ON THE MOON VALLEY ROAD ERBR-13(01) PROJECT

Supervisor Davis moved to authorize and approve of the utility Right of Way Adjustment on the Moon Valley Road ERBR-13(01)B Project as recommended by County Engineer, Robert Calvert, and, furthermore, authorizes payment of the said Right of Way to Four County Power Association if applicable.

The motion was seconded by Supervisor Deanes.

(Exhibit "B")

AUTHORIZE AND APPROVE THE RAIL AGREEMENT WITH KANSAS CITY RAILROAD FOR THE FIBER PROJECT AT THE COURT COMPLEX

Supervisor Horton moved to authorize and approve of the Rail Agreement with Kansas City Railroad for the fiber project at the Court Complex Building.

The motion was seconded by Supervisor Chandler.

(Exhibit "C")

AUTHORIZE AND APPROVE THE SHERIFF TO APPLY FOR THE AFTERMATH K9 GRANT TO BE UTILIZED TO PURCHASE SUPPLIES FOR THE K9 UNIT

Supervisor Horton moved to authorize and approve the Sheriff to apply for the Aftermath K9 Grant to be utilized to purchase supplies for the K9 Unit.

The motion was seconded by Supervisor Chandler.

(Exhibit "D")

**AUTHORIZE AND APPROVE THE SHERIFF'S JAIL MEAL LOG AFFIDAVIT FOR THE MONTH OF AUGUST 2020**

Supervisor Horton moved to authorize and approve of the Sheriff's Meal Log Affidavit for the month of August 2020.

The motion was seconded by Supervisor Deanes.

(Exhibit "E")

**AUTHORIZE AND APPROVE REQUEST FOR CASH NO. 1 FOR THE APPALACHIAN REGIONAL COMMISSION (ARC) ON THE GRANT NO. MS-17623 SEWER LINE EXTENSION PROJECT AT THE PRAIRIE BELT POWER SITE**

Supervisor Deanes moved to authorize and approve Request for Cash No. 1 for the Appalachian Regional Commission (ARC) on the Grant No. MS 17623 sewer line extension project at the Prairie Belt Power Site in the amount of \$43,200.00, of which Clay County's matching portion is \$3,888.00.

The motion was seconded by Supervisor Horton.

(Exhibit "F")

**AUTHORIZE AND APPROVE PAYMENT TO TANNER CONSTRUCTION IN THE AMOUNT OF \$103,468.25 AND TO CALVERT SPRADLING ENGINEERS INC IN THE AMOUNT OF \$9,316.88**

Supervisor Davis moved to authorize and approve payment to Tanner Construction Company Inc for invoice in the amount of \$103,468.25 and to Calvert Spradling Engineers Inc for invoice in the amount of \$9,316.88 for the ERBR-13-(01) Caradine County Line Road Project.

The motion was seconded by Supervisor Deanes.

(Exhibit "G")

**AUTHORIZE AND APPROVE REQUEST FOR CASH NO 3 ON THE WEST CHURCH HILL ROAD PROJECT IN THE AMOUNT OF \$333,835.63**

Supervisor Davis moved to authorize and approve payment to Falcon Contracting Co and to Calvert Spradling Engineers for the Request for Cash No 3 on the West Church Hill Road Project in the amount of \$333,835.63 of which Clay County's matching portion is \$13,168.64 which should be split in equal parts between District Three (3) and District Five (5) road fund.

The motion was seconded by Supervisor Chandler.

(Exhibit "H")

**AUTHORIZE AND APPROVE THE MAPPING MAINTENANCE CONTRACT AND APPRAISAL MAINTENANCE CONTRACT FOR REAL AND PERSONAL PROPERTY FOR FOUR YEARS WITH SANDERS AND ASSOCIATES**

Supervisor Davis moved to authorize and approve the mapping maintenance contract and appraisal maintenance contract for Real and Personal Property for four years with Sanders and Associates.

The motion was seconded by Supervisor Horton.

(Exhibit "I")

**WENDY FULLER ADDRESSED THE BOARD REGARDING THE USE OF STUDENTS TO ASSIST IN THE ELECTION PROCESS TO SERVE AS POLL WORKERS AND REQUESTED THE BOARD CONSIDER CURB-SIDE VOTING**

No Action was taken by the Board

**AUTHORIZE AND APPROVE THE VETERAN'S SERVICE OFFICER, ANNIE HINES-GOODE, TO TRAVEL TO LONG CREEK, SOUTH CAROLINA TO ATTEND THE WOUNDED WARRIOR PROJECT SEPTEMBER 26-30, 2020**

Supervisor Horton moved to authorize and approve the Veteran's Service Officer, Annie Hines-Goode to travel to Long Creek, South Carolina to attend the Wounded Warrior's Project September 26-30, 2020.

The motion was seconded by Supervisor Davis.

(Exhibit "J")

**AUTHORIZE AND APPROVE TO APPOINT NEW SOLID WASTE COMMISSIONERS TO SERVE ON THE GOLDEN TRIANGLE SOLID WASTE MANAGEMENT AUTHORITY BOARD**

Supervisor Horton moved to authorize and approve to appoint new solid waste commissioners to serve on the Golden Triangle Solid Waste Management Authority Board.

The motion was seconded by Supervisor Davis.

(Exhibit "K")

AUTHORIZE AND APPROVE FOR DISTRICT ONE TO PARTICIPATE IN THE DEANCO AUCTION MONDAY, SEPTEMBER 14, 2020

Supervisor Horton moved to authorize and approve for District One to participate in the Deanco Auction Monday, September 14, 2020.

The motion was seconded by Supervisor Davis.

AUTHORIZE AND APPROVE SUPERVISOR DEANES AND ROAD CREW FOR DISTRICT FOUR TO CLEAN OUT A DITCH ON MOON HEARD ROAD WHICH IS FULL OF DEBRIS AND CAUSING FLOODING OF THE ROADS

Supervisor Deanes moved to authorize and approve for he and District Four (4) Road Crew to be allowed to work on private property if the need be to clean out a ditch on Moon Heard Road which is full of debris and causing flooding of the roads.

The motion was seconded by Supervisor Davis.

AUTHORIZE AND APPROVE TO GO INTO CLOSED SESSION

Supervisor Horton moved to go into closed session.

The motion was seconded by Supervisor Deanes.

AUTHORIZE AND APPROVE TO GO FROM CLOSED SESSION TO EXECUTIVE SESSION AS ALLOWED UNDER SECTION 25-41-7 OF *THE MISSISSIPPI CODE OF 1972* TO DISCUSS A SECURITY MATTER

Supervisor Horton moved to authorize and approve to go from closed session to executive session as allowed under Section 25-41-7 of *the Mississippi Code of 1972* to discuss a security matter.

The motion was seconded by Supervisor Davis.

AUTHORIZE AND APPROVE TO COME OUT OF EXECUTIVE SESSION

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

The motion was seconded by Supervisor Davis.

AUTHORIZE AND APPROVE FOR THE SHERIFF TO OBTAIN TWO WRITTEN QUOTES AND PURCHASE A NEW SERVER FOR THE SHERIFF'S DEPARTMENT FROM THE LOWEST AND BEST QUOTE

Supervisor Davis moved to authorize and approve for the Sheriff to obtain two written quotes and purchase a new server for the Sheriff's Department from the lowest and best quote.

The motion was seconded by Supervisor Horton.

AUTHORIZE AND APPROVE BEGINNING OCTOBER 8, 2020 FOR ALL DEPARTMENT HEADS AT THE FIRST THURSDAY MEETING EVERY MONTH TO PRESENT OR SUBMIT A MONTHLY REPORT OF ACTIVITY WITHIN THEIR DEPARTMENT

Supervisor Davis moved to authorize and approve beginning Thursday, October 8, 2020 at the first Thursday Board meeting of the month for all Department Heads to submit or present a monthly report of activity within their department.

The motion was seconded by Supervisor Horton.

AUTHORIZE AND APPROVE TO TABLE THE BIDS AS RECEIVED FROM THE REVERSE AUCTION PROCESS WITH CENTRAL BIDDING ON THE PURCHASE OF THE 2020 GARBAGE TRUCK

Supervisor Chandler moved to authorize and approve to table the bids as received from the reverse auction process with Central Bidding Inc. on the purchase of the 2020 Garbage Truck.

The motion was seconded by Supervisor Davis.

(Exhibit "L")

RECESSING

Supervisor Chandler moved to recess until Monday, September 14, 2020, at 9:00 a.m., at the Clay County Courthouse.

The motion was seconded by Supervisor Davis.

ALL MOTIONS CARRIED UNANIMOUSLY UNLESS OTHERWISE INDICATED

SO ORDERED, this the 10<sup>th</sup> day of September, 2020



*Luke Lummus*  
LUKE LUMMUS, PRESIDENT

ATTEST

*Amy G. Berry*

AMY G. BERRY, CHANCERY CLERK  
CLERK OF THE BOARD

# EXHIBIT A

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**Clay County Board of Supervisors  
Agenda for Meeting  
Thursday, September 10, 2020, at 9:00 a.m.**

- Call to Order
- Welcome and Prayer
- Adopt and Amend the Agenda
- Open on -line Reverse Auction Bidding as advertised for Purchase of 2020 Garbage Truck
  - Finley Ward – Central Bidding
- Robert Calvert, *County Engineer*
  - Right of way for ERBR-13(01)
- Phyllis Benson, *Golden Triangle Planning and Development*
  - YTMM Sewer Extension Project – Prairie Belt Power Site Pay Request
- Lena Swift
  - Road
- Treva Hodge, *Personnel Manager and I/T Director*
  - Authorize and approve the agreement with KCS For Fiber Project at Court Complex
  - Authorize payment for \$12,500.00 to KCS for contract agreement
- Eddie Scott, *Sheriff*
  - Jail Meal Log Affidavit
  - Authorize and Approve Grant
- Amy Berry, *Chancery Clerk*
  - Authorize and approve payment to Calvert Spradling Engineers, \$9,316.88 and Tanner Construction, \$103,468.25
- 10:00 – Accept and Award, if possible, the bid of Sanitation Truck
- Request to go into executive session as allowed under Section 25-41-7, of *Mississippi Code* to discuss a security matter
- Recess until Monday, September 14, 2020, at 9:00 a.m. – Budget Hearing

**Amendments:**

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# EXHIBIT B

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

PROJECT NO. ERBR-13(01) COUNTY Clay

UTILITY NAME 4-County Electric Power Association

BY RANDY THRASH SYSTEM PLANNING ENGINEER  
(Name & Company Title)

ADDRESS Columbus, MS, herein called APPLICANT,

proposes to construct Electrical Line  
(Type of Facility)

along or across Mhoon Valley Road Road, said facility to be  
(Name of Road)

installed between Station No. 8+00 and Station No. 18+00 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 10<sup>th</sup> day of  
March, 2020.

By: Randy Shad

Title: System Planning Engineer

AGREED TO AND APPROVED BY ORDER OF THE Clay  
COUNTY BOARD OF SUPERVISORS this the 10<sup>th</sup> day of September,  
2020.

By: Robert L. Calvert  
County/LSBP Engineer

# EXHIBIT C

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**WIRE CROSSING CONTRACT (KCS Contract No. \_\_\_\_\_)**

THIS AGREEMENT, made and entered into this 11th day of June, 2019, by and between **THE KANSAS CITY SOUTHERN RAILWAY COMPANY**, a Missouri corporation, hereinafter referred to as "Railway Company", and **CLAY COUNTY BOARD OF SUPERVISORS**, to be addressed at 365 Court Street/P.O. Box 815, West Point, Mississippi, 39773, hereinafter referred to as "Licensee".

**WITNESSETH:**

WHEREAS, Licensee desires to construct, maintain, operate, use and remove wires, hereinafter described, across the right-of-way and tracks of Railway Company and across the telephone, telegraph, signal and other wires of Railway Company and The Western Union Telegraph Company, the latter wires being hereinafter referred to as "Company wires".

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. **PERMIT FOR CROSSING:** For the sole convenience and accommodation of Licensee, at its sole risk and expense, and in consideration of the covenants of Licensee hereinafter set forth, Railway Company, without any warranty or guarantee of suitability of the premises for Licensee's or any other purpose, hereby permits Licensee to construct, maintain, operate, use and remove a crossing (herein referred to as wire crossing), the course of the wire crossing being described as follows:

One (1) fiber optic wire line crossing and One (1) existing pole on Railway Company right-of-way and tracks at Mile Post GG88.96 (Louisville Subdivision), West Point (Clay County), Mississippi, as indicated on print of drawing no. 19-11869 dated 5/1/2019 and approved 5/2/2019, marked Exhibit "A", attached hereto and incorporated herein by reference.

The rights granted under this Agreement are subject to all outstanding superior rights whether or not of record (including those in favor of licensees and lessees of Railway Company's property, and others) and the right of Railway Company to renew and extend the same, and is made without covenant of title, or for quiet enjoyment. Railway Company does not warrant title and Licensee accepts the rights granted herein and shall make no claim against Railway Company for deficiency of title. Licensee acknowledges that Railway Company's interest in the right-of-way varies from segment to segment and may include lesser interests than fee title. Licensee shall, at Licensee's sole cost and expense, obtain any and all necessary rights and consents from parties other than Railway Company which may have or claim any right, title or interest in the property upon which Railway Company's right-of-way is located.

2. **SPECIFICATIONS:** The wires shall be placed, and at all times maintained, so as to give a minimum clearance of 32' - 11" above the rails in the tracks of Railway Company, allowing for sag, and so as to clear Company wires at least two (2) feet. Licensee shall, at its own expense, erect and maintain its poles and wires in accordance with the latest revised rules, orders, recommendations or specifications adopted by the National Electrical Safety Code of the Bureau of Standards for overhead railway crossings by light and power transmission lines. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 60-250.5, 60-741.5, and 29 C.F. R. part 470, relating to equal employment opportunity, if applicable. Licensee expressly agrees that the wire line shall be constructed to cross Railway Company's tracks and right-of-way at an angle of not less than 45°, and the said wire line shall be placed so that at all

times a minimum distance of ten (10) feet is maintained from the nearest point of any signal gate arm throughout the full range of motion of the arm.

**3. MATERIAL AND WORKMANSHIP:** Material and workmanship shall be satisfactory to Railway Company's authorized representative, both as to renewal and repair. Licensee shall not enter nor commence construction on or under Railway Company's property or right-of-way unless accompanied by a Railway Company qualified construction observer and flagger to oversee Licensee's work on Railway Company's property or right-of-way. Licensee will be responsible for all construction observer, flagging and mobilization costs, herein referred to as "Services", and arranging for these necessary Services associated with the installation. To enable arrangements to oversee for these Services that are to be performed under this Agreement, Licensee must submit a written scheduling request to Railway Company's Scheduling Agent, hereinafter referred to as "Scheduling Agent", which request is received by the Scheduling Agent for approved Railway Company qualified construction observer and flagging contractor a minimum of thirty (30) Business Days in advance before Licensee proposes to commence work on or under Railway Company's property or right-of-way. (A "Business Day" is any day Monday through Friday which is neither a federal holiday nor a state holiday at the address of Railway Company's scheduling agent stated below.) The request must contain Licensee's name, the date of this Agreement, the location of the work to be performed, and how many consecutive Business Days will be required for Licensee to complete the work. Licensee's request must be delivered to Scheduling Agent by contacting Bartlett & West at 785-228-3101 to leave a message and/or by sending an email to [kcscrossings@bartwest.com](mailto:kcscrossings@bartwest.com).

Licensee will, upon receipt of an invoice from Scheduling Agent specifying in reasonable detail Scheduling Agent's costs and expenses of providing these Services, reimburse Scheduling Agent for all of their costs and expenses of providing an inspection, flagging and mobilization prior to installation.

Railway Company's designation of a company or individual as a Railway Company "qualified" flagger or flagger provider, or Scheduling Agent, shall be construed solely as Railway Company's willingness to allow said individual or entity to provide Services on Railway Company's property or right-of-way without further proof of qualification, and shall not be construed as an endorsement or other verification of the abilities or qualifications of said Scheduling Agent by Railway Company. All flaggers or Scheduling Agents provided herein shall be treated solely as independent contractors of Licensee, with no relationship to Railway Company, for all purposes herein. Licensee and its agents, employees and contractors will clear the tracks when directed to do so by the flagger. The presence of the flagger will not relieve Licensee of its duty to keep all of its agents, employees and contractors clear of the tracks when trains are in dangerous proximity to the licensed area. The actions or inactions of the flagger shall be construed for all purposes herein as the actions or inactions of the Licensee, and shall be governed by Licensee's duties of indemnification, and saving harmless under Section 3 of this Agreement.

If Licensee's scheduling request fails to reach Scheduling Agent at least thirty (30) Business Days before Licensee's proposed commencement of work, Railway Company may refuse to allow commencement of the work on the Licensee's proposed commencement date. If Railway Company will not allow the work to proceed on Licensee's proposed commencement date because the scheduling request did not reach Scheduling Agent in time, Railway Company will inform Licensee of this fact as promptly as possible and work with Licensee to arrange an alternative commencement date for the work.

The construction observer and flagger will remain at the site on a reasonably continuous basis



to oversee the work, and charges will accrue for each day spent awaiting the completion of the work and the installation of appropriate signs marking where Licensee's facilities enter and leave Railway Company's property and right-of-way. If installation takes longer than contracted for with Scheduling Agent, Licensee will, upon receipt of an invoice from Scheduling Agent specifying in reasonable detail Scheduling Agent's costs and expenses of providing the inspection, flagging and mobilization, reimburse Scheduling Agent for all of Scheduling Agent's costs and expenses of providing an inspector, flagger and mobilization.

Once Licensee has submitted its scheduling request to Scheduling Agent, should Licensee require a change to the scheduled date, Licensee shall provide Scheduling Agent at least two (2) Business Days' notice prior to the requested start date of the work. If Licensee fails to provide two (2) Business Days' notice of the change, Licensee shall be charged, and agrees to pay, the daily rate, and any travel costs actually incurred, for the construction observer, flagging and mobilization for one (1) day.

**4. POLES:** Licensee shall not erect or cause to be erected any poles, anchors or guy wires upon the right-of-way of Railway Company except as indicated upon the attached Exhibit A, and which poles, anchors and guy wires shall not be placed nearer than twelve (12) feet from the nearest rail of any main track or nearer than nine (9) feet from the nearest rail of any side track.

**5. ADOPT MODERN METHODS:** Licensee shall, at all times, at its own expense, adopt and maintain the most effective system and use the best known and most effective methods approved by Railway Company to protect the property of Railway Company, including Company wires, from interference and physical hazard.

**6. MAINTENANCE:** Licensee shall maintain the wire crossing to conform to the requirements of Section 2 hereof, and shall make frequent inspections of the crossing for that purpose. If it shall come to the attention of Railway Company that the same is not being so maintained, Licensee will, on written request of Railway Company, at any time, promptly make such renewals or repairs in wire crossing as shall be designated by Railway Company, and if Licensee fails within ten (10) days to comply with such request, Railway Company may make such renewals and repairs, the cost of which Licensee agrees to pay, or Railway Company may, at its option, wholly remove the crossing wires, and the supporting structures, conduits and appurtenances from the right-of-way.

**7. ADDITIONAL WIRES OF LICENSEE** In the event Licensee desires to install additional wires at the crossing in the locations hereinbefore described on the same poles, or towers, or in the same conduits, hereinbefore provided for, Licensee shall first obtain Railway Company's written consent for the construction or installation of such additional wires.

**8. CHANGES HEREAFTER MADE BY RAILWAY COMPANY:** If at any time during the term of this Agreement, it shall become necessary or desirable for Railway Company to build additional track or tracks, depots, yards, or any other structure that may be necessary or desirable in connection with the operation and maintenance of Railway Company, or to change the grade or location of its track or tracks, or if changes in or additions to Company wires or poles used in connection therewith shall become necessary, or if it shall become necessary to do any work to comply with the requirements of Railway Company, or with the demands which may hereafter by law be prescribed with reference to the crossing, Licensee shall, at its own cost and expense, within thirty (30) days after receipt of written notice from Railway Company so to do, relocate, rearrange, reconstruct or revise the wire crossing in such manner as to conform to the requirements of Railway Company.

9. **CONSIDERATION, INDEMNITY: IN CONSIDERATION OF THE LICENSE AND PERMISSION HEREIN GRANTED, LICENSEE ASSUMES AND AGREES TO INDEMNIFY, AND SAVE HARMLESS RAILWAY COMPANY, ITS OFFICERS, EMPLOYEES, SERVANTS, AGENTS, REPRESENTATIVES, CONTRACTORS AND OTHER COMPANIES OPERATING TRAINS OVER ITS TRACKS FROM ANY CLAIMS OR DEMANDS (WHETHER ARISING IN OR BASED UPON TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) (INCLUDING LEGAL FEES AND COURT COSTS) MADE BY ANY AND ALL PERSONS FOR ACCIDENTS, INJURIES OR LOSSES ARISING FROM OR GROWING OUT OF THE CONSTRUCTION, MAINTENANCE, OPERATION, USE OR REMOVAL OF LICENSEE'S POLES, TOWERS, WIRES AND APPURTENANCES ON RAILWAY COMPANY'S RIGHT-OF-WAY, OR FROM THE ESCAPE OF CURRENT THEREFROM, OR FROM THE BREACH OF ANY OF THE TERMS OR CONDITIONS OF THIS AGREEMENT BY LICENSEE, AND FROM ANY PAYMENTS WHICH RAILWAY COMPANY AND OTHER COMPANIES, OR ANY OF THEM, MAY MAKE TO ITS OR THEIR EMPLOYEES AND THEIR BENEFICIARIES, OR ANY OF THEM UNDER THE PROVISIONS OF ANY COMPENSATION LAW OR OTHER SIMILAR LAW OR UNDER THE PROVISIONS OF ANY PLAN FOR EMPLOYEES' BENEFITS ADOPTED BY RAILWAY COMPANY AND OTHER COMPANIES, OR ANY OF THEM, IN SETTLEMENT FOR ACCIDENTS OR INJURIES ARISING FROM OR GROWING OUT OF THE FAILURE OF LICENSEE TO CONSTRUCT, MAINTAIN, OPERATE, USE AND REMOVE THE WIRE CROSSING AS HEREIN PROVIDED. LICENSEE SHALL INDEMNIFY, AND SAVE HARMLESS THE AFOREMENTIONED COMPANIES AS PROVIDED IN THIS SECTION UNLESS SUCH LOSS ARISES OUT OF THE SOLE NEGLIGENCE OF THOSE COMPANIES.**

**LICENSEE RECOGNIZES THE DANGER INCIDENT TO THE OPERATION OF TRAINS OVER THE TRACKS OF RAILWAY COMPANY IN THE VICINITY OF THE WIRE CROSSING, AND AGREES TO ADOPT AND ENFORCE UPON ITS EMPLOYEES ENGAGED IN CONSTRUCTING, MAINTAINING, OPERATING, USING OR REMOVING THE WIRE CROSSING PROPER RULES AND REGULATIONS FOR THEIR SAFETY WHILE ON OR NEAR SUCH TRACKS, AND LICENSEE ASSUMES ALL LIABILITY FOR INJURIES TO ALL PERSONS ENGAGED IN SUCH WORK AND AGREES TO INDEMNIFY, AND SAVE HARMLESS RAILWAY COMPANY, ITS OFFICERS, EMPLOYEES, SERVANTS, AGENTS, REPRESENTATIVES, CONTRACTORS AND OTHER COMPANIES OPERATING TRAINS OVER ITS TRACKS FROM ANY LIABILITY FOR SUCH INJURIES EXCEPT WHEN THE SAME IS CAUSED BY THE SOLE NEGLIGENCE OF RAILWAY COMPANY OR SUCH OTHER COMPANIES, ITS OR THEIR EMPLOYEES.**

**LICENSEE AGREES TO REIMBURSE AND PAY RAILWAY COMPANY, OR SUCH OTHER COMPANIES, ANY JUDGMENTS, COSTS, AND EXPENSES OR AMOUNTS PAID OUT IN SETTLEMENT, WHICH THEY OR ANY OF THEM MAY BE PUT TO OR MAY BE COMPELLED TO PAY ON ACCOUNT OF ANY CLAIMS ARISING UNDER LICENSEE'S DUTIES OF INDEMNIFICATION, AND SAVING HARMLESS. THIS AGREEMENT IS MADE IN PART FOR THE BENEFIT OF OTHER COMPANIES OPERATING OVER RAILWAY COMPANY'S TRACKS AND ANY OF THE COMPANIES MAY SUE TO ENFORCE THE PROVISIONS HEREOF, EITHER JOINTLY OR SEVERALLY, AS THEIR INTERESTS MAY BE JOINT OR SEVERAL. NONE OF THE COMPANIES SHALL BE LIABLE FOR ANY DAMAGE (EXCEPT THAT WILLFULLY DONE) TO THE WIRE CROSSING, HOWEVER CAUSED.**

It shall be the exclusive duty and responsibility of Licensee to inspect the property subject to this Agreement to make sure that it is safe for the entry of its employees, agents and contractors. Licensee shall advise all of its employees, agents and contractors entering the property of any safety hazards on the property, including, without limitation, the presence of moving vehicles, buried cables, tripping hazards and overhead wires. Licensee shall instruct all of its employees, agents and contractors entering the property that all persons, equipment and supplies must maintain a distance of at least twenty-five (25) feet from the centerline of the track unless authorized by the on-site railroad flagman to be closer than twenty-five (25) feet. Licensee shall ensure that no personnel, equipment or supplies under its control are within the clearance point of the track when moving railroad equipment may be seen from or heard at the property subject to this Agreement.

10. **OTHERS NOT TO USE:** Licensee shall have no right to permit others to install wires in the crossing, but if done, then the obligations, duties and liabilities herein imposed upon Licensee shall be the same as to such wires, as though they were the wires of Licensee, and Railway Company shall retain all remedies against Licensee for breach of this Agreement.

11. **FEES:** Licensee agrees to pay to Railway Company for the use of Railway Company's right-of-way and the privilege hereby granted, such use and privilege being expressly limited to the facilities described in Section 1 above, the one-time sum of TWELVE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$12,500.00) upon execution of this Agreement. Licensee shall pay Railway Company an additional license fee, set in accordance with Railway Company's then current fee schedule, for any additional pipelines, wires or facilities permitted by Railway Company and associated with the crossing.

12. **TAXES:** Licensee shall promptly pay all taxes, assessments and other governmental or municipal charges upon its property located upon the right-of-way of Railway Company and comply with all governmental or municipal rules and regulations covering the operation of electrical transmission lines of the character constructed, erected or operated hereunder.

13. **TERM:** The term of this Agreement shall be for a period of ten (10) years, beginning on the date first written above, and will automatically renew at the end of the initial ten (10) year term for additional one (1) year periods until cancelled by either party upon thirty (30) days advance notice. Notwithstanding the above, either party may terminate this Agreement at any time upon thirty (30) days written notice.

This Agreement shall continue so long as the wire crossing does not interfere with the property or the development, enlargement or improvement of the property of Railway Company, or in the opinion of the Chief Engineer of Railway Company, the wire crossing does not constitute a hazard to Railway Company's property or employees. If and when Railway Company shall require the removal of the wire crossing and another mutually satisfactory location can be found upon Railway Company's right-of-way, then the wire crossing shall be moved by Licensee promptly and at its own expense to such new location. However, if another location mutually satisfactory cannot be found for the wire crossing, then the same shall, within thirty (30) days after notice thereof to Licensee, be removed from Railway Company's right-of-way by Licensee at its own expense. If at any time Licensee shall fail to maintain its wire crossing as herein required, or such wire crossing shall, in the opinion of Railway Company's Chief Engineer, become a hazard to its property or to its employees, then the wire crossing shall be relocated, as hereinbefore provided, or shall be removed from Railway Company's premises within thirty (30) days after notice from Railway Company to remove the wire crossing.

Neither the service of the notice herein provided for, nor the termination of this Agreement shall operate in any manner whatsoever to relieve or release Licensee from any obligations or liability to Railway Company theretofore accruing under the terms hereof.

Upon the termination of this Agreement in any manner, Licensee shall immediately remove its property from the right-of-way, and in the event of its failure so to do, Railway Company may remove the same at the cost of Licensee.

Rights herein granted are personal to Licensee and may not be assigned without Railway Company's written consent. However, the provisions of this Agreement shall be binding upon the successors and assigns of both of the parties.

**14. INTERFERENCE:** If the operation or maintenance of the wire line shall at any time cause interference, including, but not limited to, physical interference from electromagnetic induction, electrostatic induction, or from stray or other currents with the facilities of Railway Company or of any lessee or licensee of Railway Company, or in any manner interferes with the operation, maintenance or use by Railway Company of its right-of-way, tracks, structures, pole lines, signal and communication lines, radio or other equipment, devices, other property or appurtenances thereto, Licensee agrees immediately to make such changes in its own lines and furnish such protective devices to Railway Company and its lessees or licensees as shall be necessary in the judgment of Railway Company's representative to eliminate such interference. The cost of such protective equipment and its installation shall be borne solely by Licensee.

In the event that the methods above set forth fail to eliminate such interference, and it is deemed necessary by the proper officer of Railway Company having jurisdiction therein that any or all facilities of Railway Company or of any lessee or licensee thereof shall be relocated, reconstructed or otherwise changed, the entire cost of such changes shall be borne by Licensee.

The current due to electrostatic effects shall not exceed 5.0 milliamperes, rms, to ground. In the event it is determined that such current, at any time, exceeds 5.0 milliamperes, rms, Railway Company shall have the right to require such installation or modification as may be necessary to reduce the current to 5.0 milliamperes, rms, or less, and the entire cost of the installation or modification shall be borne by Licensee.

**15. ENVIRONMENTAL CLAUSE:** Licensee shall not permit hazardous waste, hazardous substances or hazardous materials on or in the area covered by this Agreement without the written consent of Railway Company.

Licensee shall at all times keep the area covered by this Agreement in a safe, clean and sanitary condition, and shall not mutilate, damage, misuse, alter or permit waste therein. Should any discharge, leakage, spillage or emission of any hazardous waste, hazardous substance or hazardous material or pollution of any kind occur upon, in, into, under or from the area covered by this Agreement during Licensee's use and occupancy thereof, Licensee, at its sole cost and expense, shall clean all property affected thereby, to the satisfaction of Railway Company and any governmental body having jurisdiction thereover.

Licensee shall comply with all applicable ordinances, rules, regulations, requirements and laws whatsoever including (by way of illustration only and not by way of limitation) any governmental authority or court controlling environmental standards and conditions on the premises and shall furnish

satisfactory evidence of such compliance upon request by Railway Company. **IF, AS A RESULT OF LICENSEE'S OPERATION HEREUNDER, ANY SUCH ORDINANCE, RULE, REGULATION, REQUIREMENT, DECREE, CONSENT DECREE, JUDGMENT, PERMIT OR LAW IS VIOLATED, OR IF, AS A RESULT OF ANY ACTION BY LICENSEE, ANY HAZARDOUS OR TOXIC WASTE, MATERIALS OR SUBSTANCES SHOULD ENTER OR OTHERWISE AFFECT ANY PART OF THE AREA COVERED BY THIS AGREEMENT (INCLUDING SURFACE, SUBSURFACE, AIRBORNE AND/OR GROUND CONTAMINATION), LICENSEE SHALL INDEMNIFY, AND SAVE HARMLESS RAILWAY COMPANY, ITS OFFICERS, EMPLOYEES, SERVANTS, AGENTS AND REPRESENTATIVES FROM AND AGAINST ANY PENALTIES, FINES, COSTS, RESPONSE, REMEDIAL, REMOVAL AND CLEAN-UP COSTS, CORRECTIVE ACTION, NATURAL RESOURCE DAMAGE AND DAMAGES AND EXPENSES OF ANY OTHER NATURE WHATSOEVER, INCLUDING LEGAL FEES AND COURT COSTS, IMPOSED UPON OR INCURRED BY RAILWAY COMPANY, ITS OFFICERS, EMPLOYEES, SERVANTS, AGENTS AND REPRESENTATIVES, CAUSED BY, RESULTING FROM OR IN CONNECTION WITH SUCH VIOLATION OR VIOLATIONS.**

**FOR THE PURPOSES OF THIS ENVIRONMENTAL SECTION, LICENSEE AGREES TO INDEMNIFY, AND SAVE HARMLESS RAILWAY COMPANY, ITS OFFICERS, EMPLOYEES, SERVANTS, AGENTS AND REPRESENTATIVES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, LIABILITY, RESPONSIBILITY AND CAUSES OF ACTION (WHETHER ARISING IN OR OUT OF TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) ASSERTED AGAINST THEM FOR DEATH, INJURY, LOSS OR DAMAGE RESULTING TO RAILWAY COMPANY'S EMPLOYEES OR PROPERTY, OR TO LICENSEE OR LICENSEE'S EMPLOYEES OR PROPERTY, OR TO ANY OTHER PERSONS OR THEIR PROPERTY, AND FOR ALL PENALTIES, FINES, COSTS, RESPONSE, REMOVAL, REMEDIAL AND CLEAN UP COSTS, CORRECTIVE ACTION, NATURAL RESOURCE DAMAGE AND DAMAGES AND EXPENSES OF ANY OTHER NATURE WHATSOEVER, INCLUDING LEGAL FEES AND COURT COSTS, ARISING FROM, RELATED TO OR HAPPENING IN CONNECTION WITH THE BREACH OF THE DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF LICENSEE AND ITS AGENTS, REPRESENTATIVES, SERVANTS, EMPLOYEES AND CONTRACTORS UNDER SECTION 15 OF THIS AGREEMENT.**

**FOR THE PURPOSES OF THIS ENVIRONMENTAL SECTION, LICENSEE FURTHER AGREES THAT ITS OBLIGATIONS OF INDEMNITY, SAVING AND HOLDING HARMLESS HEREUNDER PURSUANT TO THIS SECTION SHALL BE STRICT AND ABSOLUTE, AND SHALL REMAIN IN FULL FORCE AND EFFECT IRRESPECTIVE OF ANY NEGLIGENCE ON THE PART OF RAILWAY COMPANY.**

**16. REQUIRED INSURANCE:** So long as this Agreement is in effect Licensee agrees to maintain comprehensive general liability and contractual liability insurance with minimum limits of two million dollars (\$2,000,000.00) per occurrence, four million dollars (\$4,000,000.00) aggregate. Licensee shall provide automobile liability coverage in the amount of one million dollars (\$1,000,000.00) combined single limit. In addition, Licensee shall provide or require minimum statutory worker's compensation coverage for all covered employees who are on Railway Company's property. Licensee must also provide a Railroad Protective Liability Insurance policy naming the Railway Company as the Named Insured with coverage limits of at least two million dollars (\$2,000,000.00) per occurrence and six million dollars (\$6,000,000.00) aggregate. The original Railroad Protective Liability policy shall be promptly furnished to Railway Company. Each policy

must be issued by financially reputable insurers licensed to do business in all jurisdictions where work is performed during the term of the Agreement. A certificate of insurance will be provided to Railway Company by Licensee, reasonably satisfactory to Railway Company in form and content, evidencing that all required coverage is in force and have been endorsed to provide that no policy will be canceled or materially altered without first giving the Railway Company thirty (30) day's prior written notice. Commercial general liability policy will name Railway Company as an additional insured and, to the fullest extent allowed under law, will contain a waiver of subrogation in favor of Railway Company. All policies will be primary to any insurance or self-insurance the Railway Company may maintain for acts or omissions of Licensee or anyone for whom Licensee is responsible. Any deductible or self-insured retention on the required insurance shall be the responsibility of Licensee. Licensee will include copies of relevant endorsements or policy provisions with the required certificate of insurance. Nothing contained in this Section limits Licensee liability to the Railway Company to the limits of insurance certified or carried by Licensee. If Licensee utilizes subcontractors in performance of this Agreement, the subcontractors must meet the same insurance requirements as the Licensee. If a subcontractor does not meet the coverage requirements of this Section, subcontractor must either supplement the deficient areas of coverage or Licensee must certify that Licensee has acquired sufficient coverage to supplement the deficiency of subcontractor.

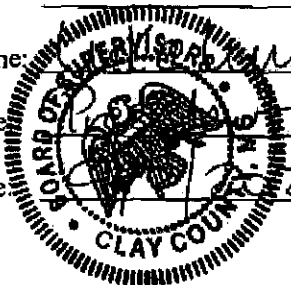
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their authorized representatives as of the date first above written.

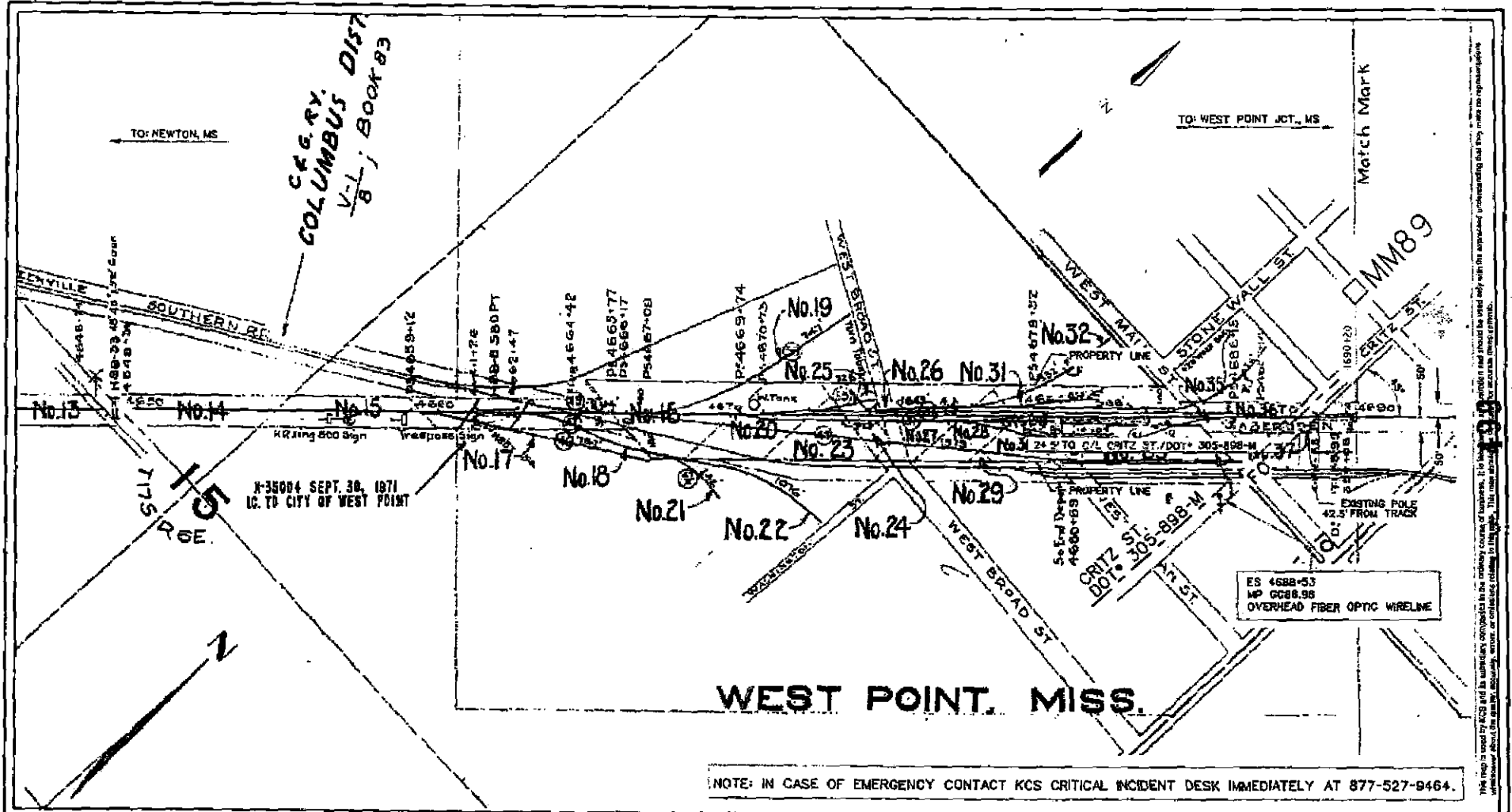
**THE KANSAS CITY SOUTHERN RAILWAY COMPANY**

By: \_\_\_\_\_  
Srikanth Honnur, P.E.  
Title: Track and Bridge Construction Director  
Date: \_\_\_\_\_

**CLAY COUNTY BOARD OF SUPERVISORS**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_





**SPECIFICATIONS:**

	Wire
TYPE OF WIRE:	FIBER OPTIC
TOTAL LENGTH OF WIRE OR RUN:	141'
NUMBER OF WIRES:	1
VOLTAGE:	N/A
DISTANCE ABOVE TOP OF RAIL:	32'-11"
ANGLE OF CROSSING:	42°
PULL ON RIGHT OF WAY:	EXISTING

**KANSAS CITY SOUTHERN RAILWAY COMPANY**

Date: 05-01-2019  
 Drawn By: JFB  
 Checked By: TRF  
 Company: BARTLETT & WEST  
 Sheet No: 1 of 1  
 Scale: 1" = 300'

APPROVED BY:   
 Sri Honbar, P.E.  
 2019.05.02  
 09:49:34-05'00"

**EXHIBIT "A"**  
**PROPOSED OVERHEAD FIBER OPTIC WIRELINE CROSSING FOR**  
**CLAY COUNTY BOARD OF SUPERVISORS**  
**AT MP GG88.96 LOUISVILLE SUBDIVISION**  
**WEST POINT, MS (33.607810, -89.651790)**

This map is based on ACS and its subsidiary corporations in the ordinary course of business. It is not intended to be used for any other purpose. The user assumes all responsibility for accuracy of the information shown on this map. This map is not a warranty, representation, or contract.

# EXHIBIT D

439

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440

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**Aftermath**

## 2020 AFTERMATH K9 GRANT

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### APPLY TO WIN UP TO \$5,000 IN FUNDING FOR K9 PROGRAMS

#### How to Apply:

From **September 8th to the 18th**, law enforcement officers and first responders nationwide are eligible to apply for K9 Grant. Submit a 300-word essay with supporting photos of your department and/or K9s telling us how you and your department would benefit from the Aftermath K9 Grant.

Creativity is highly encouraged, so please add tidbits and fun facts about your K9s, officers, and/or department!



## IMPORTANT DATES

**SEPT 8 – 18:** Application Period

**SEPT 23 – 28:** Application Review

**SEPT 30:** Winners Announced

# SUBMIT YOUR APPLICATION

## WHAT IS THE AFTERMATH K9 GRANT?

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Aftermath Services has always been committed to supporting law enforcement and first responders. The annual K9 Grant is one of the many ways that Aftermath recognizes and rewards departments across the country for the contributions their K9 units make to their communities. Since the beginning of the K9 Grant, Aftermath has awarded almost \$200,000 in grants to K9 units nationwide.

## WHO CAN APPLY?

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Any law enforcement officer or first responder may submit an application for the Aftermath K9 Grant on behalf of their department.

In past Grants we have required departments to submit video essays. Due to difficulties that come with coronavirus (COVID-19) pandemic, a 300-word essay with photos will be the only type of submission required.

**FOLLOW US ON INSTAGRAM AND FACEBOOK FOR UPDATES AND HIGHLIGHTS FROM PREVIOUS WINNERS!**

**2019 WINNER**

**ODIN & RAVEN**

Coos County Sherrif's Department  
*Coos County, Oregon*



**2018 WINNER**

**K9 UNA**

Larksville Police Department  
*Larksville, PA*



For questions, reach out to your local Law Enforcement Relations Representative at [aftermath.com/law-enforcement](https://www.aftermath.com/law-enforcement).

### **2020 K9 Grant Rules**

*Grants totaling \$10,000 will be awarded to three (3) law enforcement agencies or first responders for use towards maintenance or an existing K9 unit and/or creation of a new unit.*

*SPONSOR: AFTERMATH SERVICES LLC, 75 EXECUTIVE DRIVE, SUITE 200, AURORA, IL 60504*

*("Sponsor"). The Sponsor can also be contacted by PHONE at (877) 702-2269; FAX at (630) 748-2224; or EMAIL at [inquiries@aftermath.com](mailto:inquiries@aftermath.com). You understand that you are providing your information to Sponsor and that such information will solely be used by and for Sponsor, its heirs or assigns. Your contact information is private and will only be used by Sponsor, its heirs or assigns for internal promos and to send you newsletters, updates, and/or announcements.*

*GRAND PRIZE: \$10,000 (One-\$5,000 Grand Prize, One-\$3,000 Runner-Up Prizes, and One-\$2,000 Third Place Prize) for use towards maintenance of an existing K9 unit and/or creation of a new unit will be awarded based on the merits of submitted Grant applications.*

*GRANT TERMS: The Grant entry period begins at 12:00am CST on September 8, 2020 and ends at 11:59pm CST on September 18, 2020. All winners will be announced on September 30, 2020. If no response is made by winner by October 10, 2020, the prize is forfeited. Noncompliance with the foregoing, failure to abide by these Official Rules, failure to respond within seven (7) days after the first attempt to contact the potential winner, or return of the prize as undeliverable may result in disqualification and the naming of the next highest vote recipient as the winner. No compensation will be given upon prize forfeiture for any reason. Unaccepted prizes may be re-awarded at the sole discretion of Sponsor. Sponsor is not responsible for any change of mailing address, email address, and/or telephone number of entrants. [Click here for full contest rules.](#)*



**Aftermath®**

LOCATIONS

CAREERS

CONTACT

# EXHIBIT E



Clay County Sheriff's Office

P.O. Box 142  
348 West Broad Street  
West Point, Mississippi 39773  
Phone (662) 494-2712  
Fax (662) 494-4034

Sheriff  
Eddie Scott  
Chief Deputy  
Ramirez Williams  
Jail Administrator  
Anthony Cummings

CLAY COUNTY SHERIFF EDDIE SCOTT  
AFFIDAVIT OF JAIL MEAL LOG

I, Eddie Scott, Sheriff of Clay County, hereby certify that listed below is the correct number of meals that were served to the inmates in the Clay County Detention Center for the month of August, 2020, to wit:

1,849 Breakfast

1,840 Lunch

1,844 Dinner

Witness this my signature on the 8<sup>th</sup> day of September, 2020.

Eddie Scott  
Eddie Scott  
Sheriff Clay County



# EXHIBIT F

# Memorandum

To: City of West Point & Clay County  
From: Phylis Benson, Golden Triangle Planning & Development District  
Date: August 25, 2020  
Re: Yokohama Blvd Sewer Extension – ARC SAAW

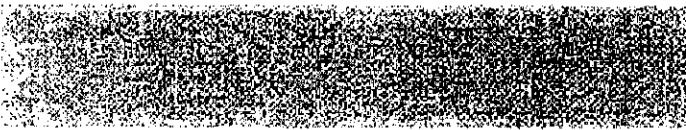
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Utilizing Appalachian Regional Commission (ARC) Grant #MS-17623 (RFC #1), in addition to matching funds provided by the City of West Point and Clay County, the following invoice will be disbursed as follows:

Vendor	Invoice #	ARC MS-17623	Clay County	City of West Point	TOTAL
Golden Triangle PDD					
Calvert-Spradling Engineers	8947	\$35,424.00	\$3,888.00	\$ 3,888.00	\$43,200.00
<b>TOTAL</b>		<b>\$35,424.00</b>	<b>\$3,888.00</b>	<b>\$3,888.00</b>	<b>\$43,200.00</b>

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

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



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

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

Invoice number 8947  
Date 08/06/2020

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

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
01 Design	32,550.00	100.00	0.00	32,550.00	32,550.00
02 Bid	4,650.00	100.00	0.00	4,650.00	4,650.00
03 Construction	6,975.00	0.00	0.00	0.00	0.00
04 As-Builts	2,325.00	0.00	0.00	0.00	0.00
40 Inspection	23,700.00	0.00	0.00	0.00	0.00
05 Survey (Easements)	3,000.00	100.00	0.00	3,000.00	3,000.00
05 Environmental	3,000.00	100.00	0.00	3,000.00	3,000.00
Total	76,200.00	56.69	0.00	43,200.00	43,200.00

Invoice total 43,200.00

Approved by:



Stanley J. Spradling

**Mississippi Development Authority  
Request for Cash**

**Section B: Project Information**

Contract No. MS-17823  
Request No. #1  
Project No. MS-17823  
Final RFC NO

Services Rendered: Beginning 7/1/2020 Thru 8/6/2020

Accomplishment Narrative: Environmental Clearance received, professional procurement process complete, plans and specifications complete, construction procurement process underway.

**Section C: Request Per Activity**

								MDA Use Only
Vendor	Invoice #	Total Invoice	Amount of This Request	Match	Amount Budgeted	Amount Requested to Date	Balance	Activity No.
GTPDD					\$ 6,000.00		\$ 6,000.00	
		\$ -	\$ -	\$ -	\$ 6,000.00	\$ -	\$ 6,000.00	
Calvert-Spradling Eng	8947	\$ 43,200.00	\$ 35,424.00	\$ 7,776.00	\$ 62,500.00	\$ 35,424.00	\$ 27,076.00	
Engineering/Architectural		\$ 43,200.00	\$ 35,424.00	\$ 7,776.00	\$ 62,500.00	\$ 35,424.00	\$ 27,076.00	
Contingencies					\$ 27,900.00		\$ 27,900.00	
<b>Total Contingencies</b>		\$ -	\$ -	\$ -	\$ 27,900.00	\$ -	\$ 27,900.00	
Construction					\$ 403,600.00		\$ 403,600.00	
<b>Total Construction</b>		\$ -	\$ -	\$ -	\$ 403,600.00	\$ -	\$ 403,600.00	
<b>GRAND TOTAL</b>		\$ 43,200.00	\$ 35,424.00	\$ 7,776.00	\$ 500,000.00	\$ 35,424.00	\$ 464,576.00	

Cumulative Program Expenditures \$ 35,424.00

Cumulative Matching Expenditures \$7,776.00

I Hereby Certify That (a) the services covered by this request have not been received from the Federal / State Government or expanded for such services under any other contract agreement or grant; (b) the amount requested will be expended for allowable costs / expenditures under the terms of the contract agreement or grant; (c) the amount requested herein does not exceed the total funds obligated by contract; and (d) the funds are requested for only immediate disbursements. I Hereby Certify That the goods sold and/or services rendered have been delivered and/or performed in good order within the time listed above and are in compliance with all statutory requirements and regulations. I certify that this request does not include any advances or funds for future obligations.

Signature of Authorized Harmon A. Robbin 08/25/2020 Date

Prepared By Phyllis W. Benson, GTPDD 08/24/2020 Date

Harmon A. "Robbie" Robinson, Mayor  
Typed Name and Title of Authorized Official

662-320-2007  
Preparer's Telephone No.

To be completed by MDA Authorized Official

APPROVED BY: \_\_\_\_\_  
Signature, Authorized MDA Representative Date

IDIS Voucher No.	Vendor No.	Fund No.	Cost Center	Expense	MDA Staff

212

2  
**EXHIBIT G**

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

Clay County Board of Supervisors  
P. O. Box 815  
West Point, MS 39773

Invoice number 8953  
Date 08/10/2020

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

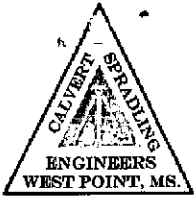
Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
01 Preliminary	77,640.68	100.00	77,640.68	77,640.68	0.00
03 Construction	155,281.36	76.00	108,696.94	118,013.82	9,316.88
Total	232,922.04	84.00	186,337.62	195,654.50	9,316.88

Invoice total 9,316.88

Approved by:



Robert L. Calvert



**CALVERT-SPRADLING ENGINEERS, INC.**  
**CONSULTING ENGINEERS**  
**P.O. DRAWER 1078**  
**WEST POINT, MISSISSIPPI 39773**  
**PHONE - 662-494-7101**

**Date: 8/10/2020**  
**Job No.: 217157**  
**Attention: Amy Berry**  
**Reference: ERBR-STP/BR-0013(53)B**  
**Caradine-County Line Road**

**To: Clay County Board of Supervisors**  
**P.O. Box 815**  
**West Point, MS 39773**

**WE ARE SENDING YOU**

- Attached       Under separate cover via \_\_\_\_\_ the following items:  
 Shop drawings     Prints     Plans                       Samples                       Specifications  
 Copy of letter       Change order

COPIES	DATE	NO.	DESCRIPTION
2			Tanner Construction Co. - Estimate #10 w/OCR 484-S
2			Monthly Report of County Engineer
2			Calvert-Spradling Engineers - Invoice #8953
1			Expenditure Report #10

**THESE ARE TRANSMITTED as checked below:**

- For approval                       Approved as submitted       Resubmit \_\_\_\_\_ copies for approval  
 For your information               Approved as noted               Submit \_\_\_\_\_ copies for distribution  
 As requested                       Return for corrections           Return \_\_\_\_\_ corrected prints  
 For review and comment       For your files

**REMARKS:**

**SIGNED:** Robert L. Calvert  
 Robert L. Calvert, P.E.

RLC:nkw  
 Enclosures

cc: Tanner Construction (Contractor Est, Monthly Rpt)

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

CALVERT-SPRADLING ENGINEERS, INC.  
CONSULTING ENGINEERS

-----  
PERIODIC ESTIMATE FOR PARTIAL PAYMENT  
-----

AMOUNT DUE: TANNER CONSTRUCTION CO INC  
P.O.BOX 460  
ELLISVILLE MS 39437

FOR: ERBR-STP/BR-0013(53)B  
ESTIMATE NO. 10  
CLAY COUNTY

CONTRACT AMT: \$1,552,813.60

% COMPLETE: 78.81

FROM: 7-1-20 TO 7-31-20  
FILE: canecreekbr.est

PAGE 1

DESCRIPTION	CONTRACT QUANTITY	ALLOWED TO DATE	UNIT	UNIT PRICE	AMOUNT
MOBILIZATION	L.S.	100.000	L.S.	75000.00	75000.00
CLEARING & GRUB	L.S.	100.000	L.S.	150000.00	150000.00
REMOVAL OF BR	1.000	1.000	UN	95000.00	95000.00
UNCL. EXC.	2930.000	2500.000	CY	7.20	18000.00
BORROW EXC	8808.000	8000.000	CY	10.30	82400.00
GRANULAR MATERIAL	2782.000	147.000	CY	32.70	4806.90
MSC	3151.000	0.000	SY	1.20	0.00
HOT MIX ASPHALT	483.000	0.000	TON	112.45	0.00
PRIME COAT	945.000	0.000	GAL	5.25	0.00
RUMBLE STRIPE	0.379	0.000	MI	500.00	0.00
36"REIN CONC PIPE	32.000	32.000	LF	125.00	4000.00
36"FES	2.000	2.000	EA	1650.00	3300.00
GUARD RAIL W BEAM	275.000	0.000	LF	21.90	0.00
GUARD RAIL BR END	4.000	0.000	EA	2590.00	0.00
GUARD RAIL TER END	4.000	0.000	EA	2780.00	0.00
ROW MARKERS	16.000	0.000	EA	175.00	0.00
MAINT OF TRAFFIC	L.S.	78.000	L.S.	3000.00	2340.00
ADDIT CONST SIGNS	0.000	0.000	SF	10.00	0.00
4" EDGE STRIPE	0.500	0.000	MI	3000.00	0.00
4" SKIP YELLOW	0.214	0.000	MI	1500.00	0.00
4" CONT YELLOW	1510.000	0.000	LF	1.00	0.00
RAISED MARKERS	24.000	0.000	EA	7.00	0.00
WARNING SIGN	1.000	0.000	EA	150.00	0.00
OBJECT MARKERS	4.000	0.000	EA	115.00	0.00
AGR LIMESTONE	3.000	0.000	TON	100.00	0.00
COMM FERTILIZER	2.250	0.000	TON	500.00	0.00
AMM NITRATE	1.500	0.000	TON	1600.00	0.00
SEEDING	3.000	0.000	AC	900.00	0.00
MULCH	6.000	0.000	TON	200.00	0.00
SOLID SODDING	100.000	0.000	SY	10.00	0.00
SILT FENCE	2000.000	2000.000	LF	3.50	7000.00
WATTLES 20"	120.000	120.000	LF	8.00	960.00
LOOSE RIPRAP 100#	50.000	0.000	TON	54.25	0.00



ESTIMATE NO. 10  
 CONTRACTOR: TANNER CONSTRUCTION CO INC  
 PROJECT: ERBR-STP/BR-0013(53)B

PAGE 2

DESCRIPTION	CONTRACT QUANTITY	ALLOWED TO DATE	UNIT	UNIT PRICE	AMOUNT
LOOSE RIPRAP	795.000	117.500	TON	54.25	6374.38
1 FT PILE	2.000	2.000	EA	9000.00	18000.00
1 AD TEST	0.000	0.000	EA	4000.00	0.00
14X89 STEEL PILING	2145.000	2145.000	LF	64.00	137280.00
16"PRE-FORMED HOLES	429.000	0.000	LF	101.90	0.00
BRIDGE CONCRETE	349.050	349.050	CY	1100.00	383955.00
40' PRE CONCRETE BEAM	954.000	954.000	LF	90.00	85860.00
80' PRE CONCRETE BEAM	319.000	319.000	LF	140.00	44660.00
REINFORCEMENT	69455.000	69455.000	LB	1.20	83346.00
CONCRETE RAILING	640.000	0.000	LF	53.00	0.00
LOOSE RIPRAP 300#	490.000	385.170	TON	54.25	20895.47
GEOT. FABRIC	907.000	300.000	SY	2.45	735.00

This Estimate Certified Correct:

*Robert I. Calvert*

CALVERT-SPRADLING ENGRS., INC.

TOTAL AMT INST TO DATE	1223912.75
LESS 2.5 % RETAINAGE	30597.81
TOTAL AMT DUE TO DATE	1193314.94
LESS PREV PAYMENTS	1089846.69
AMT DUE THIS ESTIMATE	103468.25

MISSISSIPPI DEPARTMENT OF TRANSPORTATION  
OFFICE OF STATE AID ROAD CONSTRUCTION  
JACKSON, MISSISSIPPI

CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS

Project No: ERBR-STP/BR-0013(53)B County: CLAY

Prime Contractor: TANNER CONSTRUCTION CO., INC.

Project Engineer: CALVERT-SPRADLING ENGINEERS, INC.

THIS IS TO CERTIFY THAT PAYMENT HAS BEEN MADE TO THE FOLLOWING SUBCONTRACTING FIRMS FOR THE AMOUNT INDICATED FOR WORK PERFORMED OR MATERIALS/SUPPLIES PURCHASED, ON THE REFERENCED PROJECT TO SATISFY THE DBE REQUIREMENTS. \*\*\* THIS REPORT IS SUBJECT TO AUDIT \*\*\*

Prime Contractor	Date of Payment	Amount Paid This Period	Total Paid to Date
DBE <input type="checkbox"/> Yes / <input type="checkbox"/> No			

DBE Firm (listed on OCR-481 to meet Project Goal)	Type of Firm	Date of Payment	Amount Paid This Period	Total Paid to Date	Amount of Retainage Withheld	Amount of Retainage Paid	Percent of Retainage Paid	% Sub-Contract Complete

DBE Firm (not listed on OCR-481 to meet Project Goal)	Type of Firm	Date of Payment	Amount Paid This Period	Total Paid to Date	Amount of Retainage Withheld	Amount of Retainage Paid	Percent of Retainage Paid	% Sub-Contract Complete
Simmons Erosion Control	C		\$0.00	\$7,093.92				13.35%
J. C. Cheek Contractors	C		\$0.00	\$0.00				
Mississippi Paving	C		\$0.00	\$0.00				

Non-DBE Firm	Type of Firm	Date of Payment	Amount Paid This Period	Total Paid to Date	Amount of Retainage Withheld	Amount of Retainage Paid	Percent of Retainage Paid	% Sub-Contract Complete
Traffic Maintenance Service	C	07/09/20	\$154.63	\$1,918.59				53.15%
A-1 Sealing, Inc.	C		\$0.00	\$0.00				
Southern Guard Rail	C		\$0.00	\$0.00				
Campbell Construction, Inc.	C	07/09/20	\$5,638.91	\$10,986.75				97.50%

James Mc Submitted by Total DBE Project Goal: 0%

Project Coordinator \_\_\_\_\_ Title \_\_\_\_\_ Date: 08/01/2020

\*\*\* INSTRUCTIONS \*\*\*

1. Contractor must submit this report for **EVERY PROJECT** each month to the Project Engineer.
2. If no payments are made this period, submit a negative or no change report to the Project Engineer.
3. The Project Engineer will attach a copy of the OCR-484 to the Monthly Estimate; Project Engineer will submit original to the Office of Civil Rights.
4. Progress estimates will be withheld if Contractor fails to submit OCR-484.
5. Type of firm is either (S) for Supplier, (C) for Contractor, (B) for Bonding, (M) for Miscellaneous, or (CS) for Consultant.

# EXHIBIT H

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]

**Mississippi Development Authority  
Request for Cash**

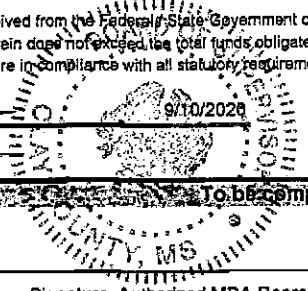
<b>Section A: General Information</b>		<b>Section B: Project Information</b>		Services Rendered: Beginning	8/1/2020	Thru	9/2/2020
<b>Program Name</b>		<b>Contract No.</b>	MS-19741	<b>Accomplishment Narrative:</b> Construction underway.- 96% complete.			
<b>Recipient</b> Clay County		<b>Request No.</b>	3				
<b>Address</b> P. O. Box 815		<b>Project No.</b>	MS-19741				
<b>City, State, Zip</b> West Point, MS 39773		<b>Final RFC</b>	NO				

									MDA Use Only
Line Items	Vendor	Invoice #	Total Invoice	Amount of This Request	Match	Amount Budgeted	Amount Requested to Date	Balance	Activity No.
General Admin	GTPDD					\$ 6,000.00	\$ 4,000.00	\$ 2,000.00	
App Prep (CDBG Only)								\$ -	
<b>Total Administration</b>			\$ -			\$ 6,000.00	\$ 4,000.00	\$ 2,000.00	
Engineering	Calvert-Spradling Eng.	9014	\$ 11,969.87	\$ 2,166.99	\$ 9,802.88	\$ 28,000.00	\$ 28,000.00	\$ -	
<b>Total Engineering/Architectural</b>			\$ 11,969.87	\$ 2,166.99	\$ 9,802.88	\$ 28,000.00	\$ 28,000.00	\$ -	
Contingencies	Falcon Contracting Co	PP #2	\$ 321,865.76	\$ 18,500.00	\$ 303,365.76	\$ 18,500.00	\$ 18,500.00	\$ -	
<b>Total Contingencies</b>			\$ 321,865.76	\$ 18,500.00	\$ 303,365.76	\$ 18,500.00	\$ 18,500.00	\$ -	
Construction						\$ 187,500.00	\$ 187,500.00	\$ -	
<b>Total Construction</b>			\$ -	\$ -	\$ -	\$ 187,500.00	\$ 187,500.00	\$ -	
<b>GRAND TOTAL</b>			\$ 333,835.63	\$ 20,666.98	\$ 313,168.64	\$ 240,000.00	\$ 238,000.00	\$ 2,000.00	

Cumulative Program Expenditures \$ 238,000.00      Cumulative Matching Expenditures \$ 659,464.51

I hereby certify that (a) the services covered by this request have not been received from the Federal, State Government or expended for such services under any other contract agreement or grant; (b) the amount requested will be expended for allowable costs / expenditures under the terms of the contract agreement or grant; (c) the amount requested herein does not exceed the total funds obligated by contract; and (d) the funds are requested for only immediate disbursements. I hereby certify that the goods sold and/or services rendered have been delivered and/or performed in good order within the time listed above and are in compliance with all statutory requirements and regulations. I certify that this request does not include any advances or funds for future obligations.


9/10/2020
Prepared By Phylis Benson, GTPDD
9/10/2020  
 Luke Lummus, President 662-320-2007  
 Typed Name and Title of Authorized Official Preparer's Telephone No.



**To be completed by MDA Authorized Official**

APPROVED BY: \_\_\_\_\_  
 Signature, Authorized MDA Representative      Date

IDIS Voucher No.	Vendor No.	Fund No.	Cost Center	Expense	MDA Staff

032

# Memorandum

**To:** Clay County & City of West Point  
**From:** Phylis Benson, Golden Triangle Planning & Development District  
**Date:** September 9, 2020  
**Re:** West Church Hill Road Reconstruction

Utilizing Appalachian Regional Commission (ARC) Grant #MS-19741 (RPC #3), in addition to matching funds provided by the City of West Point, the following invoice will be disbursed as follows:

Vendor	Invoice #	ARC MS-19741	SMLPC MS-18-831	Clay County	City of West Point	TOTAL
Golden Triangle PDD						
Calvert-Spradling Engineers	9014	\$2,166.99		\$ 9,802.88		\$ 11,969.87
Falcon Contracting Co., Inc	PP #2	\$18,500.00		\$ 3,365.76	\$300,000.00	\$321,865.76
<b>TOTAL</b>		<b>\$20,666.99</b>	<b>-0-</b>	<b>\$13,168.64</b>	<b>\$300,000.00</b>	<b>\$333,835.63</b>

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

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

EXPENDITURE REPORT #3

Clay County Board of Supervisors  
for  
West Church Hill Road Overlay  
CSE# 217168

September 2, 2020

	THIS MONTH	TOTAL TO DATE	BUDGET
Falcon Contracting	321,865.76	781,750.18	856,873.30
Construction	\$ 321,865.76	\$ 781,750.18	\$ 856,873.30
Engineering	5,710.43	93,821.43	100,183.08
Testing	6,259.44	13,892.90	15,266.92
Administration			40,000.00
Contingencies			42,843.68
TOTAL COST	\$ 333,835.63	\$ 889,464.51	\$ 1,055,166.98

Funding:

ARC	240,000.00
SMLPC	150,000.00
State of MS	500,000.00
Local	165,166.98
	\$ 1,055,166.98

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

Clay County Board of Supervisors  
P. O. Box 815  
West Point, MS 39773

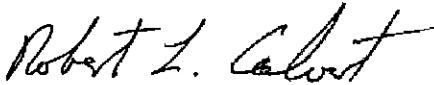
Invoice number 9014  
Date 09/02/2020

Project 217-168 CCBS - CHURCH HILL RD ARC

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
01 Design	70,128.15	100.00	70,128.15	70,128.15	0.00
02 Bid	10,018.30	100.00	10,018.30	10,018.30	0.00
03 Construction	15,027.46	91.00	7,964.55	13,674.98	5,710.43
04 As-Builts	5,009.17	0.00	0.00	0.00	0.00
05 Testing	15,266.92	91.00	7,633.46	13,892.90	6,259.44
<b>Total</b>	<b>115,450.00</b>	<b>93.30</b>	<b>95,744.46</b>	<b>107,714.33</b>	<b>11,969.87</b>

Invoice total 11,969.87

Approved by:



Robert L. Calvert

CALVERT-SPRADLING ENGINEERS, INC.  
CONSULTING ENGINEERS

-----  
PERIODIC ESTIMATE FOR PARTIAL PAYMENT  
-----

AMOUNT DUE: FALCON CONTRACTING CO. INC  
P.O. BOX 5044  
COLUMBUS MS 39704

FOR: 217168  
ESTIMATE NO. 2  
WEST POINT MS 39773

CONTRACT AMT: \$ 856,873.30

% COMPLETE: 96.03

FROM: 8-1-20 TO 8-31-20  
FILE: churchillrd.est

PAGE 1

DESCRIPTION	CONTRACT QUANTITY	ALLOWED TO DATE	UNIT	UNIT PRICE	AMOUNT
MOBILIZATION	L.S.	100.000	L.S.	35000.00	35000.00
UNCL. EXC	409.000	409.000	CY	100.00	40900.00
GRAN. MATERIAL	1755.000	1080.000	CY	20.00	21600.00
HOT MIX 9.5MM	2789.000	2702.220	TON	98.00	264817.56
HOT MIX 12.5MM BASE	811.000	811.000	TON	98.00	79478.00
HOT MIX 12.5MM LEV	2936.000	2821.470	TON	98.00	276504.06
COLD MILLING	11576.000	11576.000	SY	3.05	35306.80
ADJ OF VALVE BOXES	6.000	6.000	UNIT	100.00	600.00
MAINT. OF TRAFFIC	L.S.	100.000	L.S.	30000.00	30000.00
ADD. CONST. SIGNS	0.000	0.000	SF	10.00	0.00
6"WIDE EDGE STRIPE	3.150	3.150	MILE	3200.00	10080.00
6"WIDE SKIP YELLOW	0.940	0.940	MILE	1500.00	1410.00
6"WIDE CONT. YELLOW	9003.000	9003.000	LF	1.00	9003.00
LEGEND	781.000	781.000	LF	3.00	2343.00
LEGEND	250.000	250.000	SF	8.00	2000.00
RAISED MARKERS	220.000	220.000	EACH	6.00	1320.00
WARNING SIGNS	5.000	5.000	EACH	155.00	775.00
REGU. SIGNS	15.000	15.000	EACH	155.00	2325.00
ADV. WARNING SIGN	4.000	4.000	EACH	155.00	620.00
AGR. LIMESTONE	3.000	3.000	TON	120.00	360.00
COMM. FERTILIZER	2.250	2.250	TON	850.00	1912.50
AMMONIUM	0.750	0.000	TON	1000.00	0.00
SEEDING	3.000	3.000	ACRE	1500.00	4500.00
MULCH	6.000	6.000	TON	340.00	2040.00

This Estimate Certified Correct:

*Robert L. Calvert*

CALVERT-SPRADLING ENGRS., INC.

TOTAL AMT INST TO DATE	822894.92
LESS 5 % RETAINAGE	41144.74
TOTAL AMT DUE TO DATE	781750.18
LESS PREV PAYMENTS	459884.42
AMT DUE THIS ESTIMATE	321865.76



**AFFIDAVIT CERTIFYING  
PAYMENT TO ALL SUBCONTRACTOR AND SUPPLIERS**

I acknowledge that, pursuant to Miss. Code Ann. §31-5-25 and H.B. 1562, Laws of 2002, that I am required to submit monthly certification indicating payments to subcontractors and/or suppliers on prior payment request. I, the undersigned Contractor, do hereby certify that I have paid the following amounts to subcontractors and/or suppliers for Work which has been performed and incorporated into previous Partial Payment Requests which were issued and payment received from the Owner on the project listed below. I understand that this document must be submitted on a monthly basis after the submittal, approval and payment of Partial Payment Request #1. I understand that the OWNER reserves the right to require me, the undersigned, to provide verification of payment and/or additional information.

Project Name and Number MS-19741 W. Church Hill Rd

Subcontractor Traffic Maint Service Amount 1512.50

Subcontractor \_\_\_\_\_ Amount \_\_\_\_\_

Subcontractor \_\_\_\_\_ Amount \_\_\_\_\_

Subcontractor \_\_\_\_\_ Amount \_\_\_\_\_

Subcontractor \_\_\_\_\_ Amount \_\_\_\_\_

Subcontractor \_\_\_\_\_ Amount \_\_\_\_\_

Subcontractor \_\_\_\_\_ Amount \_\_\_\_\_

Subcontractor \_\_\_\_\_ Amount \_\_\_\_\_

Supplier APAC MS Amount \$245,361.50  
 Supplier \_\_\_\_\_ Amount \_\_\_\_\_  
 Supplier \_\_\_\_\_ Amount \_\_\_\_\_  
 Supplier \_\_\_\_\_ Amount \_\_\_\_\_  
 Supplier \_\_\_\_\_ Amount \_\_\_\_\_  
 Supplier \_\_\_\_\_ Amount \_\_\_\_\_  
 Supplier \_\_\_\_\_ Amount \_\_\_\_\_

(Attach additional list of subcontractors and/or suppliers with amounts if necessary)

Contractor Name and Title: Doug Phillips / Sec / Treas  
 Contractor Certificate of Responsibility Number: 5973  
 Contractor Signature [Signature] Date 9.2.20

STATE OF MISSISSIPPI  
 COUNTY OF Louise

SWORN TO AND SUBSCRIBED BEFORE ME, the undersigned notary public,  
 this the 2nd day of Sept, 2020

[Signature]  
 NOTARY PUBLIC

My commission expires:



EXHIBIT "A"

# EXHIBIT I

NO. \_\_\_\_\_

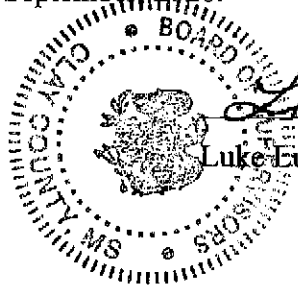
***IN THE MATTER OF AUTHORIZING AND APPROVING THE MAPPING  
MAINTENANC CONTRACT AND APPRAISAL MAINTENCE CONTRACT FOR REAL  
AND PERSONAL PROPERTY FOR FOUR YEARS WITH SANDERS AND ASSOCIATES***

---

There came on this day for consideration the matter of authorizing and approving the maintenance contract and appraisal maintenance contract for real and personal property for four years with Sanders and Associates.


After motion by Lynn Horton and second by R. B. Davis this Board doth vote unanimously to authorize and approve of the said contracts as attached hereto as Exhibit A with Sanders and Associates.

SO ORDERED, this the 10<sup>th</sup> day of September, 2020.



*Luke Lummus*  
Luke Lummus, President

**Attest:**

  
\_\_\_\_\_  
Amy G. Berry, Chancery Clerk  
Clerk of the Board

STATE OF MISSISSIPPI  
UNIFORM  
APPRAISAL UPDATE CONTRACT FOR REAL PROPERTY  
ARTICLES OF AGREEMENT

This agreement, made this 10<sup>th</sup> day of September, 2020, by and between Clay County, Mississippi, herein after referred to as County, party of the first part, and Sanders & Associates Appraisal & Mapping Service, herein after referred to as Company, party of the second part, witnessed:

**WHEREAS**, the Company proposes to furnish the services of its qualified and experienced personnel for appraisal of real property, preparing and correcting related records and data of certain properties in Clay County, according to the provisions and specifications herein contained or made a part hereof by attachment hereto or reference herein contained; and,

**WHEREAS**, the County desires to contract for said services in the manner following:

**NOW, THEREFORE**, it is hereby agreed that the Company will update, appraise, prepare new and or change property appraisal cards as required and establish market value of real property involving changes of ownership, ownership splits, new or additional construction occurring during the period January 1, 2020 through December 31, 2023, and correct any existing property appraisal cards for any errors, omissions, deletions, or additions as identified during the period, to reflect accurate true value of all land and improvements required to be appraised in accordance with the State of Mississippi Appraisal Manual, and shall be paid for such services all in accordance with terms and conditions contained herein.

**I. GENERAL PROVISIONS**

**A. DEFINITIONS**

As used in this agreement the following words shall have the meaning attributed to them in this subsection:

1. The word "Company" means the person/or persons contracting to perform the work.
2. The word "County" means Clay County, Mississippi.
3. The word "Person" means an individual, partnership, joint venture, corporation or any combination thereof.
4. The word "Project" shall mean the total program of the valuation of all real property as defined in the contract located in Clay County, in accordance with the terms, provisions and specifications of this agreement.
5. The word "Ownership Maps or Mapping" means all ownership maps and related records which are a part of the County's assessment records.

B. TERMS AND CONDITIONS

1. After a County-Company contract agreement is approved and signed by both parties, no alteration, deletion or addition, either oral or in written, shall be made without the prior written approval of said both parties.
2. The Assessor shall have the right at all times to review progress in the performance of the contract and to reduce in amount, or disapprove entirely, any progress payment when, in the Tax Assessor's judgment, satisfactory progress has not been made or the quality and accuracy of the workmanship do not meet standards acceptable to the Department of Revenue.
3. It is agreed by both the Company and the County that this agreement will become binding upon the parties hereto and of full force and effect on them only upon approval of the Board of Supervisors properly executed in the space provided therefore.
4. It is further agreed and understood by the parties hereto that this contract was drawn in full accordance with and with intent to meet the instructions and requirements of the Department of Revenue relating to appraisals and appraisal procedures and in strict accordance with the procedures established by the State of Mississippi Appraisal Manual, as adopted by the Department of Revenue, and that any failure to follow the procedures and standards shall constitute a breach of contract.
5. It is hereby specifically agreed that the Company shall diligently and expeditiously perform the services required by this contract in order that the contract can be completed at the earliest practical date.

C. STARTING AND COMPLETION DATES

Work on the project shall start no later than 30 days from the date this contract is approved by the Board of Supervisors.

This contract shall be completed no later than the 15<sup>th</sup> day of June, 2024 with annual maintenance no later than the 15<sup>th</sup> day of June of each year.

D. PENALTY CLAUSE

In addition to any other damage which might be collectible hereunder by the County upon default by the Company, time being of the essence, the Company shall pay to the County \$100.00 per each calendar day that the Company shall exceed the time for completion of the work contemplated hereunder. This penalty shall start on the day following the completion date as shown in Section C of this agreement.

E. COMPENSATION AND TERMS

In consideration of the Company's furnishing the County the services contracted for herein and such services being acceptable to the County, the Company shall receive

from the County the sum of Two Hundred & Sixty Thousand Dollars (\$260,000.00). Payment of such sum shall be in full for all services, excluding any and all supplies connected with or required in the program as specified herein. The Company shall furnish monthly invoices based on, and reflecting, cost of work performed in the preceding month as measured by the percentage of satisfactory completion of the project, by phase. A retainage of zero percent (0%) of each installment shall be withheld pending satisfactory completion by the Company of all its work and obligations under the contract. Progress reports to the tax assessor shall be filed with each monthly invoice detailing the work of the Company towards satisfactory completion of this contract. The Company will maintain a record in the County subject to review by the County which will indicate the status of the update appraisal contract. The total amount of the retainage shall be paid to the Company within 30 days after all terms of this contract have been fulfilled and project has been accepted by the County as fully completed. Said acceptance shall be in writing and made a part of the minutes of the first meeting of the Board of Supervisors following said written acceptance.

F. TERMINATION OF CONTRACT

1. This contract may be terminated by the County for the following reasons:
  - (A) Failure of the Company to start work on the date specified.
  - (B) Substantial evidence that the progress being made by the Company is insufficient to complete the work within the specified time.
  - (C) Quality and accuracy of workmanship of the work does not meet the standards of the Department of Revenue.
2. The Company must be notified in writing by the County of the conditions which make default of the contract imminent. The Company will have thirty (30) working days after this notice is given to correct the conditions to the satisfaction of the County and/or Assessor. In the event such conditions are not corrected, the County may declare the Company to be in default under the contract, and notify the Company accordingly. In the event of such default, all work completed, work in progress, materials, appraisals, data, documents, and supplies produced or acquired for use under the contract or any other part of the work shall be delivered to the County within fifteen (15) working days. The right is reserved for the County to account for the work, material, documents and appraisals to the Company and to use the same to complete, or have completed, the project in accordance with the same standards of requirements, specifications and performance under which this contract was executed. When the work is thus finally completed, the total cost of the project will be computed by the County. If the total computed cost is more than the contract price contained in

this agreement, the difference shall be paid by the Company to the County. The Company shall be firmly bound by the terms hereof.

G. RECORDS AND WORK IN CUSTODY OF COMPANY

All maps, appraisals, computations, records, forms, cards, list of property owners, addresses, and any other materials acquired, produced or used in this project shall be furnished by the Company unless otherwise agreed to in advance, and shall remain at all times the property of the County; provided that until such time as this contract is completed, terminated, or declared in default, the preservation and maintenance of all maps, cards, records, appraisals, computations, and other data assembled and prepared by the Company under this contract shall be the responsibility of the Company. The Company shall carry valuable papers insurance in an amount sufficient to cover all material and records in the custody of the Company or for which the Company is responsible.

H. INSURANCE COVERAGE

The Company shall carry general liability insurance of an amount not less than One Million Dollars (\$1,000,000.00) and workmen's compensation insurance or coverage which shall save harmless the Assessor and the County and the Department of Revenue from claims, demands, actions, and causes for action arising from an act or omission of the Company, its agents and employees in the execution of the work to be performed under this agreement, including the claims relating to labor and material furnished and patent rights and copyrights used in performing the work. Such insurance shall be subject to the approval of the County provided that such approval shall not relieve the Company of its duty to save harmless the Tax Assessor, the County, and the Department of Revenue from all such claims, and causes for action.

I. OBSERVATION OF LAW

The Company, at all times, shall observe and comply with Federal, State, and local laws, codes, ordinances, and regulations in any manner affecting the conduct of the work, and the Company shall indemnify and save harmless the County, the Department of Revenue, and their respective officials, agents, and servants against any and all claims or liabilities arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Company or its employees.

**II. SERVICES TO BE PERFORMED BY THE COMPANY**

- A. The Company agrees to perform the following services and such other services that may be necessary to provide the County current market valuation thereof with current property appraisal cards as of January 1, 2024.



1. Establish the market value as of the value date of January 1 of the year previously stipulated in Paragraph 2 of Page 1 of all real property, prepare new, add to or change property appraisal records according to changes in ownership. Correct any property appraisal records as to any errors, omissions, deletions, or additions as required to reflect accurate market value of all land and improvements required to be appraised in accordance with the State of Mississippi Appraisal Manual as identified as of the appraisal date of this contract.
2. The Company shall appraise all residential, agricultural, commercial and industrial land at true value within the County as of January 1, 2024 following the rules and regulations set by the Department of Revenue. All improvements shall be reviewed during the process of appraisal. In arriving at the true value of any property, the appraisal shall be made according to its current use, regardless of location. In making the appraisal the Company shall use all of the criteria as set out in the appraisal manual and specifications of the Mississippi Department of Revenue. The grouping of soil types into site indexes and calculations establishing the number of acres and values for each grouping on the property record card as set forth by the Department of Revenue regulations is considered a function of the mapping operation and not of the appraisal functions covered in this contract. Appraisal of rural small tract and all urban land shall include schedules and unit prices as required by Department of Revenue rules, regulations and guidelines. These values shall be presented to the County on new blue line copies of each map. All small tract and large tract schedules shall be approved by the County Assessor, before being used.
3. All small tract or lot size 16th section leasehold property rights shall be appraised.
4. Preparation of a new building index study shall be made using the guidelines set forth by the Mississippi Department of Revenue. The index study shall be in report form and have the approval of the County and the Department of Revenue before any computations of building values are made.
5. All parcels will be reviewed to determine whether or not there has been any new construction on the parcel either as a new improvement, addition or expansion or any other change. Every building shall be reviewed by a competent appraiser to check the class and to recondition each building. The Company assumes responsibility for accurateness of all physical data.
6. The Company shall check in the field and in the office all property record cards for correctness of description, classification, all forms of depreciation, and accuracy of computations and final appraised values.
7. All applicable building symbols will be placed and numbered in the respective

geographic locations on the field maps.

8. All field maps will be based on aerial photography.

9. Provide real property maintenance for the 2021, 2022, 2023 and 2024 tax rolls with a close inspection of at least 25% of total parcels annually.

**B. PERSONNEL**

The Company shall use competent employees of good character in the performance of this contract. All employees must have sufficient skill and experience to perform properly the work assigned to them. Employees executing highly technical work shall have sufficient education, training, or experience in such work to perform it properly and satisfactorily in the manner prescribed in these specifications. All employees who will be in contact with the public shall carry proper identification.

The Company shall submit qualifications of all personnel who are to perform duties on the project. It is understood and agreed that all personnel shall be employees of the Company or a County approved sub-contractor. It is understood and agreed that the County may require the Company to remove from the work any person that the County considers to be incompetent or negligent in the performance of his duties or who is guilty of misconduct, and that such person shall not be re-employed on the project without the County approval and consent.

All personnel performing services under the terms of this contract will be competent and capable to perform the duties imposed hereunder and will meet the qualification of the Department of Revenue. The Contractor shall have not less than seven (7) years of extensive practical appraisal experience involving commercial, industrial, apartment, farm and residential type properties and shall possess a Mississippi Assessment Evaluator (MAE) certification.

The Company shall not assign or transfer the contract or any interest without first receiving written approval from the County and the Department of Revenue.

**C. HEARINGS**

The County may require the Company to provide a competent representative at hearings required by law or conducted by the Board of Equalization. The contracting appraiser shall be required to defend all values for which objections were raised during Board of Equalization hearings. The Company shall make all the necessary revisions to appraisals within three weeks of the conclusion of all taxpayer reviews.

**D. MATERIAL AND SERVICES TO BE PROVIDED BY THE COUNTY**

1. The County will make available two (2) sets of work maps, and the mapping and/or appraisal records in the Tax Assessor's office. The Company will provide an inventory list to the Tax Assessor for any records or material removed from the

Assessor's office.

2. The County will provide the Company with any sales or related data that would be beneficial in helping the Company arrive at market value.
3. The County will provide their computer to generate any computer forms or material that might be necessary in the execution of this contract and is responsible for all data entry.
4. The County is responsible for the cost of notices, forms and postage related to execution of this agreement.

E. DEFENSE

In the event of appeal to the courts, a Company representative will, without additional cost to the County, be present at the hearings to testify as a witness, to outline the steps taken in the appraisal or reappraisal of the real property, and to give his opinion of value of the properties in question to the court, provided these hearings are commenced within one (1) year from the date of the formal hearings.

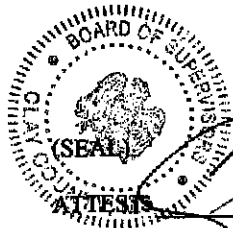
**III. ENTIRELY OF AGREEMENT**

The party of the first part acting as aforesaid has caused this contract to be executed in its behalf, and the party of the second part, has caused this contract to be executed by its authorized agent.

WITNESS THE EXECUTION HEREOF IN ORIGINAL, any executed copy of which shall be deemed for all purposes as an original, on this the 10<sup>th</sup> day of September 2020.

BY: *Leke Lumm*  
PRESIDENT  
BOARD OF SUPERVISORS

BY: *Joseph Lee*  
TAX ASSESSOR

  
CLERK *[Signature]*

Sanders & Associates Appraisal & Mapping Service  
COMPANY

BY: *Mike Sale*

TITLE: Owner  
ADDRESS: 121 Mound Springs Rd.  
Slatillo, MS 38866  
Phone (662) 869-0870

STATE OF MISSISSIPPI  
UNIFORM  
APPRAISAL MAINTENANCE CONTRACT FOR PERSONAL PROPERTY  
ARTICLES OF AGREEMENT

This agreement made this 10<sup>th</sup> day of September, 2020, by and between Clay County, Mississippi, hereinafter referred to as County, party of the first part, and Sanders & Associates Appraisal & Mapping Service, hereinafter referred to as Company, party of the second part, witnesseth:

**WHEREAS**, the Company proposes to furnish the services of its qualified and experienced personnel for appraisal of personal property, preparing and correcting related records and data of certain properties in Clay County, according to provisions and specifications herein contained or made a part hereof by attachment hereto or reference herein contained; and,

**WHEREAS**, the County desires to contract for said services in the manner following:

**NOW, THEREFORE**, it is hereby agreed that the Company will update, appraise, prepare new and change property appraisal cards as required and estimate true market value of personal property that has been identified during the period January 1, 2020 through March 1, 2024, and correct any existing property appraisal cards for any errors, omissions, deletions or additions as identified during this period, to reflect accurate true value of all personal property required to be appraised in accordance with the State of Mississippi Appraisal Manual, and shall be paid for such services all in accordance with the terms and conditions contained herein.

**I. GENERAL PROVISIONS**

**A. DEFINITIONS**

As used in this agreement the following words shall have the meaning attributed to them in this subsection:

1. The word "Company" means the person/or persons contracting to perform the work.
2. The word "County" means Clay County, Mississippi.

**B. TERMS AND CONDITIONS**

1. Once a County-Company agreement is properly executed no alternation, deletion or addition, either oral or in writing, shall be made without the prior written approval of said both parties.
2. The Assessor shall have the right at all times to review progress in the performance of the contract and to reduce in amount, or disapprove entirely, any progress payment when in the Assessor's judgment, satisfactory progress has not been made of the quality and accuracy of the workmanship does not meet standards acceptable to the

Assessor or the Department of Revenue.

3. It is agreed by both the Company and the County that this agreement will become binding upon the parties hereto and of full force and effect on them only upon approval of the both parties properly executed in the space provided therefore.
4. It is further agreed and understood by the parties hereto that this contract was drawn in full accordance with and with intent to meet the instructions and requirements of the Department of Revenue relating to appraisal and appraisal procedures and in strict accordance with the procedures established by the State of Mississippi Appraisal Manual adopted by the Department of Revenue and that any failure to follow the procedures and standards except on written authorization of the Department of Revenue shall constitute a breach of contract.
5. It is hereby specifically agreed that the Company shall diligently and expeditiously perform the services required by the contract in order that the contract can be completed at the earliest practical.
6. It is agreed that the assessor of Clay County will mail on or about January 1, of each year the Mississippi Department of Revenue Form #27000 (Return of Personal Property) to all businesses in the County.

C. STARTING AND COMPLETION DATES

Work on the project shall start no later than the 1<sup>st</sup> day of January of each year and shall be completed no later than June 1<sup>st</sup> of each year.

D. PENALTY CLAUSE

In addition to any other damage which might be collectible hereunder by the County upon default by the Company, time being of the essence, the Company shall pay to the County \$100.00 per each calendar day that the Company shall exceed the time for completion of the work contemplated hereunder. This penalty shall start on the day following the completion date as shown in paragraph I-C of this agreement.

E. COMPENSATION AND TERMS

In consideration of the Company furnishing the County the services contracted for herein and such services being acceptable to the Department of Revenue and to the County, the Company shall receive from the County the sum of Forty-Eight Thousand Dollars (\$48,000.00). Payment of such sum shall be in full for all services, including all supplies connected with or required in the program as specified herein. The Company shall furnish monthly invoices based on and reflecting cost of work performed in the preceding month as measured by the percentage of satisfactory completion of the project. Progress reports shall be filed with each monthly invoice detailing the work of the Company towards satisfactory completion of this contract. The Company will maintain a record in

the County subject to review by the Department of Revenue and County which will indicate the status of the maintenance appraisal contract and each parcel will be separately identified.

F. TERMINATION OF CONTRACT

1. This contract may be terminated by the County or the Department of Revenue for the following reasons:
  - (A). Failure of the Company to start work on the date specified.
  - (B). Substantial evidence that the progress being made by the Company is insufficient to complete the work within the specified time.
2. The Company must be notified in writing by the County or the Department of Revenue of the conditions which make default of the contract imminent. The Company will have thirty (30) working days after this notice is given to correct the conditions to the satisfaction of the Department of Revenue. In the event such conditions are not corrected the Department of Revenue or the County, with the approval of the Department of Revenue, may declare the Company to be in default under the contract, and notify the Company accordingly. In event of such default, all work completed, work in progress, material, appraisal, data, documents, and supplies produced or acquired for use under the contract or any other part of the work shall be delivered to the County or to the Department of Revenue within fifteen (15) working days after receipt of such direction from the Department of Revenue. The right is reserved for the County or the Department of Revenue to account for the work, material, documents and appraisals to the Company and to use the same to complete, or have completed, the project in accordance with the same standard of requirements, specifications and performance under which this contract was executed. When the work is thus finally completed, the total cost of the project will be computed by the County and the Department of Revenue. If the total computed cost is more than the contract price contained in this agreement, the difference shall be paid by the Company to the County. The Company shall be firmly bound by the terms hereof.

G. MATERIALS AND SERVICES TO BE PROVIDED BY THE COUNTY

The County will make available the appraisal records in the Tax Assessor's office to the Company and the Company will give a receipt to the Assessor for any appraisal records or material removed from the Assessor's office.

H. RECORDS AND WORK IN CUSTODY OF COMPANY

All appraisals, computations, records, forms, cards, list of property owners, addresses, and any other materials acquired, produced or used in this project shall be furnished by the Company, and shall remain at all times the property of the County; provided that until

such time as this contract is completed, terminated, or declared in default, the preservation and maintenance of all cards, records, appraisals, computations, and other data assembled and prepared by the Company under this contract shall be the responsibility of the Company. The Company shall carry valuable papers insurance in an amount sufficient to cover all material and records in the custody of the Company or for which the Company is responsible. The County is responsible for all data entry.

I. INSURANCE COVERAGE

The Company shall carry liability and workmen's compensation insurance or coverage which shall save harmless the assessor and the County and the Department of Revenue from claims, demands, actions, and causes for action arising from an act or omission of the Company, its agents and employees in the execution of the work to be performed under this agreement, including the claims relating to labor and material furnished and patent rights and copyrights used in performing the work. Such insurance shall be subject to the approval of the County; provided, that such approval shall not relieve the Company of its duty to save harmless the Tax Assessor, the County, and the Department of Revenue from all such claims, and causes for action.

J. OBSERVANCE OF LAW

The Company, at all times, shall observe and comply with federal, state and local laws, codes, ordinances and regulations in any manner affecting the conduct of the work, and the Company shall indemnify and save harmless the County, the Department of Revenue, and their respective officials, agents, and servants against any and all claims or liabilities arising from or based on the violation of any such law, ordinance, regulations, order or decree, whether by the Company or its employees.

K. SERVICES TO BE PERFORMED BY THE COMPANY

The Company agrees to perform the following services and such other services that may be necessary to provide the County current market valuation thereof with current personal property cards.

1. It is agreed that the Company will investigate and check for accuracy all the Mississippi Department of Revenue Form #27000s returned to the County by the businesses and correct the personal property ledger accordingly.
2. It is also agreed that the Company shall make an inspection of at least twenty-five percent (25%) of all personal property parcels annually. In each subsequent year, an additional twenty-five percent (25%) of the parcels will be inspected, which shall result in the physical reviewing of one hundred percent (100%) of the personal property parcels over four (4) years. At the time of the inspection, the property's listing will be checked for accuracy. Items no longer present will be deleted and items



not previously listed will be accounted for. The Industrial Multiplier and the Personal Property Pricing Manual shall be used in accordance with the requirements of Rule 8.

3. The business personal property of all new businesses that have not been on the tax rolls shall be listed and appraised. A reconciliation of the privilege license filed by the new businesses and the previous year's Personal Property Tax Roll will be made to determine the new businesses that will be appraised.
4. All lease properties shall be listed and maintained annually on master cards.

L. CONTRACTOR'S REQUIREMENTS

1. Shall have not less than seven (7) years of appraisal experience including extensive personal property appraising of commercial businesses and industrial properties using the Department of Revenue system of appraising.
2. Shall have a Department of Revenue MAE appraisal designation.

M. APPRAISERS' REQUIREMENTS

1. Must be competent and capable.
2. Shall have at least three (3) weeks field training and attended Department of Revenue Training Session or Personal Property Workshops and five (5) weeks training with an experienced appraiser and shall tender all listings, pricing and valuations to the experienced appraiser or contractor for approval.
3. Shall be properly trained in the application of the State Manual and Guidelines.
4. Must be certified through the Department of Revenue within a one (1) year period.

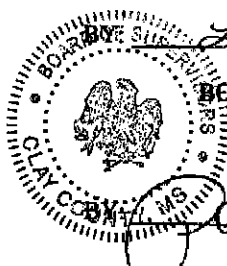
N. DEFENSE

The Company shall furnish without additional charge a competent representative of the Company to appear at all formal hearings before the County Board of Equalization upon the values based on the reappraisal. In the event of appeal to the courts, a Company representative will, without additional cost to the County, be present at the hearings to testify as to values and methods used in making the appraisal of personal property.

**II. ENTIRELY OF AGREEMENT**

The party of the first part acting as aforesaid has caused this contract to be executed in its behalf, and the party of the second part has caused this contract to be executed by its authorized agent.

**WITNESS THE EXECUTION HEREOF IN ORIGINAL**, any executed copy of which shall be deemed for all purposes as an original, on this the 10<sup>th</sup> day of September, 2020.

 Leke Linn  
PRESIDENT  
BOARD OF SUPERVISORS  
Joshua Lee  
TAX ASSESSOR

(SEAL)  
ATTEST: [Signature]  
CLERK

Sanders & Associates Appraisal & Mapping Service  
COMPANY

BY: Mike Sala

TITLE: Owner  
ADDRESS: 121 Mound Springs Rd  
Saltillo, MS 38866

**STATE OF MISSISSIPPI**  
**UNIFORM**  
**MAPPING MAINTENANCE CONTRACT**  
**ARTICLES OF AGREEMENT**

This agreement made this 10<sup>th</sup> day of September, 2020, by and between Clay County, Mississippi, hereinafter after referred to as County, party of the first part, and Sanders & Associates Appraisal & Mapping Service, hereinafter after referred to as Company, party of the second part, witnessed:

**WHEREAS**, the Company proposes to furnish the services of its qualified and experienced personnel for the purposes of maintaining and correcting ownership mapping and related records of certain properties in Clay County, according to the provisions and specifications herein contained or made a part hereof by attachment hereto or reference herein contained; and,

**WHEREAS**, the County desires to contract for said services in the manner following:

**NOW, THEREFORE**, it is hereby agreed that the Company will map, maintain, and correct all property ownership maps and map work cards for the period commencing on January 1, 2020 through and including the final maintenance period date of January 7, 2024.

**I. GENERAL PROVISIONS**

**A. DEFINITIONS**

As used in this agreement the following words shall have the meaning attributed to them in this subsection:

1. The word "Company" means the person contracting to perform the work.
2. The word "County" means Clay County, Mississippi.
3. The word "Department" means the Mississippi Department of Revenue.
4. The word "project" shall mean the total program for the maintenance of ownership mapping for tax assessment purposes of all real property located in Clay County, Mississippi, in accordance with the terms, provisions, and specifications of this agreement.
5. The word "ownership maps" or "mapping" means all ownership maps and relevant related records, documents, and mapping materials which were prepared, compiled and delivered to the County under the original contract for mapping and reappraisal with said County.
6. The word "maintenance" means the annual process of correcting, changing, and revising the County's maps, map work cards, ownership information, and all mapping related documents and records to reflect current status and information as of the end

of the maintenance period.

B. TERMS AND CONDITIONS

1. The Assessor shall have the right at all times to review progress and work in the performance of the contract and to reduce in amount, or disapprove entirely, any progress payment when in the County's judgment, satisfactory progress has not been made or the quality and accuracy of the workmanship does not meet standards set forth by the Department of Revenue.
2. It is further agreed and understood by the parties hereto that this contract was drawn in full accordance with and with intent to meet the instructions and requirements of the Department of Revenue relating to mapping, appraisals and appraisal procedures and in strict accordance with the procedures established by the Mississippi Department of Revenue State Appraisal Manual adopted by the Department of Revenue and that any failure to follow the procedures and standards except on written authorization of the Department of Revenue shall constitute a breach of contract.
3. It is hereby specifically agreed that the Company shall diligently and expeditiously perform the services required by this contract in order that the contract can be completed at the earliest practical date.

C. STARTING AND COMPLETION DATES

Work on the project shall start no later than 10 days from the date this contract is approved and executed.

This contract shall be completed no later than the 15th of May, 2024.

D. TERMINATION OF CONTRACT

1. This contract may be terminated by the County for the following reasons:
  - (A). Failure of the Company to start work on the date specified.
  - (B). Substantial evidence that the progress being made by the Company is insufficient to complete the work within the specified time.
2. The Company must be notified in writing by the County of the conditions which make default of the contract imminent. The Company will have thirty (30) working days after this notice is given to correct the conditions to the satisfaction of the County. In the event such conditions are not corrected the County may declare the Company to be in default under the contract and notify the Company accordingly. In the event of such default, all work completed, work in progress, materials, appraisals, data, documents, and supplies produced or acquired for use under the contract or any other part of the work shall be delivered to the County within fifteen (15) working days. The right is reserved for the County to account for the work,

materials, and documents to the Company and to use the same to complete, or have completed, the project in accordance with the same standard of requirements, specifications and performance under which this contract was executed. When the work is thus finally completed, the total cost of the project will be computed by the County. If the total computed cost is more than the contract price contained in this agreement, the difference shall be paid by the Company to the County. The Company shall be firmly bound by the terms hereof.

E. RECORDS AND WORK IN CUSTODY OF COMPANY

All maps, appraisals, computations, records, forms, cards, list of property owners, addresses, and any other materials acquired, produced or used in this project shall be furnished by the Company, and shall remain at all times the property of the County; provided that until such time as this contract is completed, terminated, or declared in default, the preservation and maintenance of all maps, cards, records, appraisals, computations, and other data assembled and prepared by the Company under this contract shall be the responsibility of the Company. The Company shall carry valuable papers insurance in an amount not less than \$2.00 per parcel and \$50.00 per enlargement of aerial photography when these items are to be maintained off-premises, based on the total number of parcels and enlargements in and of the County. Proof of coverage of valuable papers insurance shall be provided to said County prior to commencement of work on this project.

F. INSURANCE COVERAGE

The Company shall carry liability insurance of an amount not less than \$1,000,000 and workman compensation insurance or coverage which shall save harmless the assessor, the County and the Department of Revenue from claims, demands, actions, and causes for action arising from an act or omission of the Company, its agents and employees in the execution of the work to be performed under this agreement, including the claims relating to labor and material furnished and patent rights and copyrights used in performing the work. Such insurance shall be subject to the approval of the County; provided, that such approval shall not relieve the Company of its duty to save harmless the tax assessor, the County, and the Department of Revenue from all such claims, and causes for action.

G. OBSERVANCE OF LAW

The Company, at all times, shall observe and comply with federal, state and local laws, codes, ordinances and regulations in any manner affecting the conduct of the work, and the Company shall indemnify and save harmless the County, the Department of Revenue, and their respective officials, agents, and servants against any and all claims or liabilities arising from or based on the violation of any such law, ordinance, regulations, order or

decree, whether by the Company or its employees.

## II. SERVICES TO BE PERFORMED BY THE COMPANY

### A. WORK PERFORMANCE

1. Said Company will correct and maintain said County's ownership maps, map work cards, and index maps commencing on January 1, 2020 and continuing through the end of the regular business day of January 7, 2024.
2. Company will be responsible for making all splits, consolidations, name changes, size changes, pick-ups, cancellations, subdivisions, and any change necessary for the maintenance of said maps and related materials during the period covered by this agreement.
3. Company will be responsible for providing mailing addresses on all new owners and all changes made during the period covered by this contract as indicated on the deeds and vesting instruments.
4. All instruments of conveyance affecting map changes shall be listed in a conveyance log book and the status of each instrument shall be accounted for by map, block, and parcel number.
5. Change order forms or maintenance forms shall be filled out on each change performed by said Company. Said form shall contain all pertinent information affecting such change or adjustment. Said form shall be approved by the County prior to commencement of the services herein agreed to.

### B. CORRECTIONS

1. Said Company shall be responsible under the terms of this contract for correcting all errors committed by the Company during the term of this contract and only those discovered before the end of normal business hours on the 15th day of May, 2024.
2. Said Company shall be responsible under the terms of this contract for correcting all other errors discovered during the term of this contract and shall be paid at a rate of zero per change order or maintenance form as certified to the County as bona-fide errors needing correction. Said payment shall be made for corrections exceeding 5% of total number of parcels existing at the commencement of this maintenance period, and all corrections up to and including all in number shall be made as part of the base price of this contract as stated in paragraph III-A.
3. The Company shall deliver or have available for delivery to the County all field maps, current and completed, on or before May 1st of each year, for purposes of appraisal field review.

### C. PERSONNEL

The Company shall use competent employees of good character in the performance of the contract. All employees must have sufficient skill and experience to perform properly the work assigned to them. Employees executing highly technical work shall have sufficient education, training, or experience in such work to perform it properly and satisfactorily in the manner prescribed in these specifications. All employees who will be in contact with general public shall carry proper identification. The Company shall submit qualifications of all other personnel in a responsible capacity to the County. It is understood and agreed that all personnel shall be employees of the Company. It is understood and agreed the County may require the Company to remove from the work any person the County considers to be incompetent or negligent in the performance of his duties or who is guilty of misconduct and such person shall not be re-employed on the project without the County's written approval and consent. The project supervisor must meet any requirements set forth by the County for a mapping project manager and is to be directly responsible for the conduct, progress, and completion of the project. The County shall be provided with necessary documents and proof of meeting said requirements.

D. PROGRESS REPORT

A progress report of each month's work progress shall be prepared and received by the Assessor prior to 25th of each month.

E. HEARINGS

The County may require the Company to provide a competent representative at hearings required by law or conducted by the Board of Equalization concerning any protest, disagreement, or conflict of ownership, boundary, size, or assessment offered to the public.

F. MATERIALS AND SERVICES TO BE PROVIDED BY THE COUNTY

1. The County will make available the mapping and/or appraisal records in the Tax Assessor's office. The Company will provide an inventory list to the Tax Assessor for any mapping records or materials removed from the Assessor's office.
2. The County will provide to Company, at no cost to Company, a legible copy of all pages of each instrument required under Article II, Section A-4 of the contract.
3. Mapping under this contract will be performed in the State of Mississippi, at a place designated by the Company.

G. RETAINAGE

Retainage shall be paid to the Company within 30 days after all terms of this contract have been fulfilled and project has been accepted by the County as fully completed. Said acceptance shall be writing and made a part of the minutes of the first meeting of the Board of Supervisors following said written acceptance.

### III. COMPENSATION AND TERMS

A. In consideration of the Company's furnishing the County the services contracted for herein and such services being acceptable to the County, the Company shall receive from the County the sum of Ninety-Six Thousand Dollars (\$96,000.00). Payments of such sum shall be in full for all services, including any and all supplies and photography connected with or required in the program as specified herein. The Company shall furnish monthly invoices based on and reflecting cost of work performed in the preceding month as measured by percentage of satisfactory completion of the project. Zero percent retainage will be withheld pending satisfactory completion by the Company of all its work and obligations under the contract. A copy of the progress report as required by Article II-C of this contract shall be filed with each monthly invoice detailing the work of the Company towards satisfactory completion of this contract. Failure to file said progress report, or to complete said invoice in accordance with the terms provided herein will be held as cause to withhold said monthly payment.

B. PENALTY CLAUSE

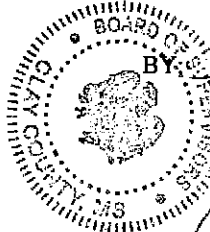
In addition to any other damage which might be collectible hereunder by the County upon default by the Company, time being of the essence, the Company shall pay to the County \$100.00 per each calendar day that the Company shall exceed the time for completion of the work contemplated hereunder. This penalty shall start on the day following the completion date as shown in paragraph I-C of this agreement.



IV. ENTIRELY OF AGREEMENT

The party of the first part acting as aforesaid has caused this contract to be executed in its behalf, and the party of the second part has caused this contract to be executed by its authorized agents.

WITNESS THE EXECUTION HEREOF IN ORIGINAL, any executed copy of which shall be deemed for all purposes as an original, on this the 10<sup>th</sup> day of September, 2020.

 BY: Luke Lerman  
PRESIDENT  
BOARD OF SUPERVISORS  
BY: Joshua Lee  
TAX ASSESSOR

(SEAL)  
ATTEST: [Signature]  
CLERK

Sanders & Associates Appraisal & Mapping Service  
COMPANY

BY: Nick Sanders  
TITLE: Owner  
ADDRESS: 121 Mound Springs Rd.  
Saltillo, MS 38866  
Phone: (662) 869-0870

# EXHIBIT J

Annie Hines-Goode  
61 Phillwood Drive  
Columbus, MS 39705  
662-251-6096

10 September 2020

From: Veteran Service Officer, Annie D. Hines

To: Board of Supervisor

Requesting permission to travel to Wounded Warrior Project in Long Creek, SC.,  
26-30 Sept 2020...the requested dates from office hours will be 29-30 Sept 2020.



Annie D. Hines-Goode  
Clay County Veteran Service Officer

# EXHIBIT K

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**IN THE MATTER OF AUTHORIZING AND APPROVING TO APPOINT NEW SOLID WASTE COMMISSIONERS TO SERVE ON THE GOLDEN TRIANGLE SOLID WASTE MANGEMENT AUTHORITY BOARD EFFECTIVE IMMEDIATELY**

WHEREAS, Supervisor Horton moved to accept the resignations of four Board of Supervisor's from serving on the Golden Triangle Solid Waste Management Authority Board of Commissioners effective immediately and for the remaining portion of their unexpired term to be completed by the following individuals, to wit;


- Supervisor Lynn Horton -** Mr. Jody Guest  
1784 Old Vinton Road  
West Point, MS 39773  
(662) 494-0066
- Supervisor R. B. Davis-** Sheriff Eddie Scott  
251 J L Webber Road  
West Point, MS 39773  
(662) 295-5441
- Supervisor Shelton Deanes-** Mr. Oliver Deanes  
94 Webber Road  
West Point, MS 39773  
(662) 418-6431
- Supervisor Joe Chandler -** Mr. Floyd McKee  
7607 Hwy 50 West  
Pheba, MS 39755  
(662) 295-2926

The motion was seconded by Supervisor Davis and the President of the Board called for a roll call vote, to -wit;

- Supervisor Lynn Horton "AYE"
- Supervisor Luke Lummus "AYE"
- Supervisor R. B. Davis "AYE"
- Supervisor Shelton Deanes "AYE"
- Supervisor Joe Chandler "AYE"

Thereafter, the President of the Board declared the motion carried and the said motion was adopted and approved.

SO ORDERED this the 10<sup>th</sup> day of September 2020.



*[Signature]*  
\_\_\_\_\_  
Luke Lummus, President

**ATTEST:**  
*[Signature]*  
\_\_\_\_\_  
Amy G. Berry, Chancery Clerk  
Clerk of the Board

# EXHIBIT L

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**Clay County Ms  
Reverse Auction  
For the Purchase of 2020 Sanitation Truck  
Held September 9, 2020 from 9:00 - 10:00**

Vendor	Buy Back	Final Bid	
Sansom Equipment Company	\$72,000.00	<u>129,300.00</u>	= \$57,000.00
Truckworx - Jackson	\$48,350.00	<u>123,800.00</u>	= 75,450.00
Waters International Trucks Inc	\$60,000.00	<u>\$118,000.00</u>	= 58,000.00



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- [Contact Us](#)
- [Create New](#)
  - [Create New Listing](#)
  - [Create New Reverse Auction](#)
- [Logout \(CCMSAB\)](#)

Central Bidding Time: Wed Sep 09 2020 16:28:50 GMT-0500 (Central Daylight Time)

Select all approved bidders to be given permission to submit bids during the Reverse Auction process from the list below:

(An email will be sent to each approved user informing them of their approval once you complete this process)

Choose	User ID	Username	First/Last Name	Company Name	Phone Number	Email	Attachments
<input checked="" type="checkbox"/>	9746	MSSALES	Dustin Jones	Sansom Equipment Company	6019661266	dustinjones@secequip.com	• <a href="#">Final Bid Proposal.pdf</a> (
<input checked="" type="checkbox"/>	12587	rebeccac	Rebecca Cummings	Truckworx	601-939-5300	rebeccac@truckworx.com	• <a href="#">Rebecca FINAL bid 9.3.20.1</a>
<input checked="" type="checkbox"/>	9559	WatersBidding	Josh Waters	Waters international trucks, Inc.	601-693-4807	isales@waterstruck.com	• <a href="#">NEW WAY Viper INTERNATIO</a>

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