

BE IT REMEMBERED that the Board of Supervisors of Clay County, Mississippi, met at the Courthouse in West Point, Mississippi, on the 9th day of December, 2010, at 9 00 o'clock a m , and present were, Floyd McKee, President of the Board, R B Davis, Vice-President, Shelton Deanes, Luke Lummus and Lynn Horton Also present at said meeting were Harmon A Robinson, Clerk of the Board, and Laddie Huffman, Sheriff, when and where the following proceedings were had and determined, to-wit

NO _____

IN THE MATTER OF SELECTING AN ATTORNEY TO REPRESENT THIS BOARD
OF SUPERVISORS OF CLAY COUNTY, MISSISSIPPI

There came on this day for consideration the matter of selecting an attorney to represent this Board of Supervisors of Clay County, Mississippi

It appears to this Board that the Honorable Lee S Coleman has represented this Board as counsel since 1984, and

It appears that Mr Coleman has been elected to the office of the Circuit Judge of the 16th Circuit District and will take office January 4th, 2011 leaving a vacancy in the position of attorney for this Board of Supervisors

Mr Deanes then offered the motion to select Mr Bennie Jones as attorney and Mr Horton seconded the motion After discussion a vote was called for by the President and the vote was taken to wit,

Mr Horton	Yea
Mr Lummus	No
Mr Davis	No
Mr Deanes	Yea
Mr McKee	No

The motion having failed Mr Lummus moved that Mr Thomas B Storey, Jr be selected as attorney for this Board effective January 3, 2011 Mr Davis seconded the motion After discussion a vote was called for by the President and the vote was to wit,

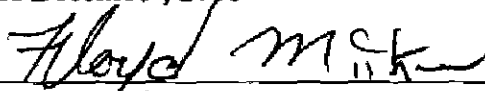
Mr Horton	No
Mr Lummus	Yea

Mr Davis	Yea
Mr Deanes	No
Mr McKee	Yea

The motion received the necessary votes for passage of Mr Lummus' motion

It is therefore ordered that Thomas B Storey, Jr be the attorney to represent this Board of Supervisors effective January ^{3rd} 2011

SO ORDERED this the ^{9th} day of December, 2010



PRESIDENT

NO _____

IN THE MATTER OF PAYING APPLICATION NO TWO TO HENSON
CONSTRUCTION FOR THE RENOVATION OF THE FISHER MARINE BUILDING

There came on this day for consideration the matter of paying application no two to Henson Construction for the renovation of the Fisher Marine Building

It appears that Bill Mann, architect for the project has approved the \$111,150 00 for the second application of billing to be paid to Henson Construction See attached exhibit A

After motion by Mr Lummus and second by Mr Davis this Board doth vote unanimously to pay the application no 2 and to have GTPDD request case for \$111,150 00 from the CAP loan proceeds

SO ORDERED this the 9th day of December, 2010



PRESIDENT

AIA Document G702™ - 1992

Application and Certificate for Payment

TO OWNER	Clay County Board of Supervisors 205 Court Street West Point, MS 39773	PROJECT	Clay County Industrial Building 715 Airport Road	APPLICATION NO 002	Distribution to: OWNER <input checked="" type="checkbox"/> ARCHITECT <input checked="" type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> FIELD <input type="checkbox"/> OTHER <input type="checkbox"/>
FROM CONTRACTOR	Henson Construction Co Inc 410 N Forrest Street West Point, MS 39773	VIA ARCHITECT	Bill Mann, Architect 203 East Main Street Starkville MS 39759	PERIOD TO 12 09 2010	
				CONTRACT FOR Renovations	
				CONTRACT DATE 09/10/2010	
				PROJECT NOS / /	

COPY

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below in connection with the Contract AIA Document G703™ Continuation Sheet, is attached.

1 ORIGINAL CONTRACT SUM	\$	520,000
2 NET CHANGE BY CHANGE ORDERS	\$	0
3 CONTRACT SUM TO DATE (Line 1 ± 2)	\$	520,000
4 TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	200,669
5 RETAINAGE		
a 5% of Completed Work (Columns D + E on G703)	\$	9,533.45
b 5% of Stored Material (Column F on G703)	\$	500
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	10,033.45
6 TOTAL EARNED LESS RETAINAGE (Line 4 minus Line 5 Total)	\$	190,635.55
7 LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	79,485.55
8 CURRENT PAYMENT DUE	\$	111,150.00
9 BALANCE TO FINISH INCLUDING RETAINAGE (Line 3 minus Line 6)	\$	329,364.45

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments made to the Owner and that current payment shown herein is now due.

CONTRACTOR
By [Signature]
State of MS
County of Clay
Subscribed and sworn to before me this 9th day of December 2010
Notary Public Conna Hollingsworth
My commission expires Oct 14 2011



Exhibit A

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ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on site observations and the data comprising this application the Architect certifies to the Owner that to the best of the Architect's knowledge information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED

AMOUNT CERTIFIED \$ 111,150.00
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT [Signature]
By [Signature] Date 12-9-10

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$	\$
Total approved this month	\$	\$
TOTAL	\$	\$
NET CHANGES by Change Order	\$	

AIA® Document G703™ – 1992

Continuation Sheet

AIA Document G702™-1992 Application and Certification for Payment, or G736™-2009 Project Application and Project Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached
 In tabulations below, amounts are stated to the nearest dollar
 Use Column I on Contracts where variable retainage for line items may apply

APPLICATION NO 002
 APPLICATION DATE 12/09/2010
 PERIOD TO
 ARCHITECT'S PROJECT NO

A ITEM NO	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (Not in D or E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G - C)		
1	General Conditions	42 960	38 669	2 000		40 669	94	2 291	2,033 45
2	Office Demolition	9 000	7 500	0	0	7 500	83	1,500	375
3	Office Rough Carpentry	8 680	6,000	0	0	6,000	69	2,680	300
4	Roof & Exterior Sheet Metal	79,000	0	25,000	0	25,000	31	54 000	1 250
5	Exterior Finish Office & Plant	24 000	0	10 000	0	10,000	41	14 000	500
6	Insulation\Sound Proofing	4 000	2 000	0	0	2 000	50	2 000	100
7	Drywall & Acoustical Ceiling	15 376	7 500	2,500	0	10,000	65	5 376	500
8	Floors & Misc Office	53 300	0	0	10 000	10,000	18	43 300	500
9	Electrical & Lighting	122 000	12 000	25 000	0	37 000	30	85 000	1 850
10	HVAC	21 000	10 000	5 000		15 000	71	6 000	750
11	Sightwork, Landscape & Cleanup	7,080	0	3 000	0	3,000	42	4,080	150
12	Exterior Doors Windows & Shutters	23 424	0	10 000	0	10 000	42	13 424	500
13	Fill Swimming Pool	8 000	0	0	0	0	0	8 000	0
14	Cabinets and Appliances	28 300	0	0	0	0	0	28 300	0
15	Office Exterior Brick & Columns	27 525	0	17 000	0	17,000	61	10 525	850
16	Renovate Rest Rooms	15 855	0	0	0	0	0	15,855	0
17	Sprinkler	5 000	0	0	0	0	0	5 000	0
18	Interior Trim Offices	25 500	0	7 500	0	7,500	29	18 000	375
	GRAND TOTAL	520 000	83 669	107 000	10 000	200 669	38	319,331	10 033 45

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**Mississippi Development Authority
Community Services Division
Request for Cash**

Program CAP Revolving Loan Program

Section A: General Information		Section B: Project Information		
Recipient	Clay County	Grant No	Contract No	Project No
Mailing Address	Post Office Box 815		09-013-CP-01	
Street Address	205 Court Street	Services Rerated		
City State Zip	West Point, MS 39773	From	Thru	To
Telephone No	662 494 3124	October 1 2010		October 31 2010
		Request No		
		5		
		MDA Staff Initials		

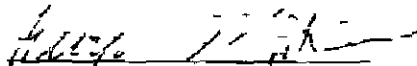
Section C: Request Per Activity						
	Activity Description	Budget Amount	Total Prior Request to Date	This Request	Remaining Balance	Activity Numbers
1	Administration	\$	\$	\$	\$	
2	Architectural	\$ 30 000 00	\$ 24 000 00		\$ 6 000 00	
3	Construction	\$ 570 000 00	\$ 126 335 55	\$ 111 150 00	\$ 332 514 45	
4					\$	
5					\$	
6					\$	
7					\$	
8					\$	
9					\$	
10					\$	
	Total	\$ 600 000 00	\$ 150 335 55	\$ 111 150 00	\$ 338 514 45	

I hereby certify that (a) the services covered by this request have not been received from the Federal Government/State Government or expended for such services under any other contract agreement or grant (b) the amount requested will be expended for allowable costs / expenses 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.

Is this your final request for cash on this contract?

YES NO


Signature of Authorized Official

12/8/2010
Date Signed

Phyllis W. Benson GTPDD
Prepared By

12/8/2010
Date Prepared

Floyd McKee, President
Typed Name and Title of Authorized Official

662 494 3124
Preparer's Telephone No

To be completed by MDA Authorized Official

APPROVED BY _____
Signature Authorized MDA Representative

DATE _____

IDIS Voucher Number	Voucher Number	Fund Number	Cost Center	Activity Code	Org	County Code	Expense

**Mississippi Development Authority
Consolidated Support Sheet**

Program CAP Revolving Loan Program
 Recipient Clay County
 Request for Cash Number 5

Contract Number 09-013-CP-01
 Total Amount Requested \$111,150.00

IDIS #	Line Items	Vendor	Invoice #	Total Invoice	Amount of This Request	Match	Amount Budgeted	Amount Requested to Date	Balance
	Application Preparation (COBG Only)								\$0.00
	Total Administration			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Engineering / Architectural	Bill Mann Architect				\$0.00	\$30,000.00	\$24,000.00	\$6,000.00
	Total Engineering / Architectural			\$0.00	\$0.00	\$0.00	\$30,000.00	\$24,000.00	\$6,000.00
	Contingencies								\$0.00
	Total Contingencies			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Construction	Henson Construction	PP #2	\$111,150.00	\$111,150.00	\$0.00	\$570,000.00	\$237,485.55	\$332,514.45
	Total Construction			\$111,150.00	\$111,150.00	\$0.00	\$570,000.00	\$237,485.55	\$332,514.45

GRAND TOTAL				\$111,150.00	\$111,150.00	\$0.00	\$600,000.00	\$261,485.55	\$338,514.45
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Services Rendered Beginning	September 1 2010	Thru	September 30 2010
Cumulative	\$261,485.55	Plus (+)	\$0.00
	Program Expenditures		Matching Expenditures
			Equals (=)
			\$261,485.55
			Total Expenditures

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.

Floyd McKee
 Signature of Authorized Official

12/8/2010
 Date Signed

Phylis W. Benson GTPDD
 Prepared By

Floyd McKee, President
 Typed Name and Title of Authorized Official

662-324-7860
 Preparer's Telephone No.

www.mississippi.gov

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AIA Document G702™ - 1992

Application and Certificate for Payment

TO OWNER.	Clay County Board of Supervisors 205 Court Street West Point, MS 39773	PROJECT	Clay County Industrial Building 715 Airport Road	APPLICATION NO 002	Distribution for
				PERIOD TO 12-09-2010	OWNER <input checked="" type="checkbox"/>
FROM		VIA		CONTRACT FOR. Renovations	ARCHITECT <input checked="" type="checkbox"/>
CONTRACTOR.	Henson Construction Co Inc 410 N Forrest Street West Point, MS 39773	ARCHITECT	Bill Mann, Architect 203 East Main Street Starkville, MS 39759	CONTRACT DATE 09/10/2010	CONTRACTOR <input checked="" type="checkbox"/>
				PROJECT NOS / /	FIELD <input type="checkbox"/>
					OTHER <input type="checkbox"/>

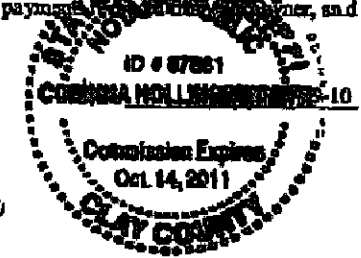
CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract AIA Document G703™, Continuation Sheet, is attached.

1 ORIGINAL CONTRACT SUM	\$ 220,000
2 NET CHANGE BY CHANGE ORDERS	\$ 0
3 CONTRACT SUM TO DATE (Line 1 ± 2)	\$ 220,000
4 TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 200,669
5 RETAINAGE	
a 5% of Completed Work (Columns D + E on G703)	\$ 9,533.45
b 5% of Stored Material (Column F on G703)	\$ 500
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 10,033.45
6 TOTAL EARNED LESS RETAINAGE (Line 4 minus Line 5 Total)	\$ 190,635.55
7 LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 79,485.55
8 CURRENT PAYMENT DUE	\$ 111,150.00
9 BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 minus Line 6)	\$ 329,364.45

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Owner for the Work for which previous Certificates for Payment were issued and payment is due to the Contractor, and that current payment shown herein is now due.

CONTRACTOR
By: [Signature]
State of MS
County of Clay
Subscribed and sworn to before me this 9th day of December 2010



Notary Public: Connie Hollingsworth
My commission expires Oct 14 2011

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 111,150.00
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT [Signature]
By: [Signature] Date 12-9-10

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$	\$
Total approved this month	\$	\$
TOTAL	\$	\$
NET CHANGES by Change Order	\$	

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AIA Document G703™ - 1992

Continuation Sheet

AIA Document G703™-1992, Application and Certification for Payment, or G736™-2009, Project Application and Project Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO 002

APPLICATION DATE 12/09/2010

PERIOD TO

ARCHITECT'S PROJECT NO

A ITEM NO	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)		H BALANCE TO FINISH (C - G)	I RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		% (G + C)			
1	General Conditions	42,960	38,669	2,000		40,669	94	2,291	2,033-45
2	Office Demolition	9,000	7,500	0	0	7,500	83	1,500	375
3	Office Rough Carpentry	8,680	6,000	0	0	6,000	69	2,680	300
4	Roof & Exterior Sheet Metal	79,000	0	25,000	0	25,000	31	54,000	1,250
5	Exterior Finish Office & Plant	24,000	0	10,000	0	10,000	41	14,000	500
6	Insulation/Sound Proofing	4,000	2,000	0	0	2,000	50	2,000	100
7	Drywall & Acoustical Ceiling	15,376	7,500	2,500	0	10,000	65	5,376	500
8	Floors & Misc Office	53,300	0	0	10,000	10,000	18	43,300	500
9	Electrical & Lighting	122,000	12,000	25,000	0	37,000	30	85,000	1,850
10	HVAC	21,000	10,000	5,000		15,000	71	6,000	750
11	Sightwork, Landscape, & Cleanup	7,080	0	3,000	0	3,000	42	4,080	150
12	Exterior Doors, Windows, & Shutters	23,424	0	10,000	0	10,000	42	13,424	500
13	Fill Swimming Pool	8,000	0	0	0	0	0	8,000	0
14	Cabinets and Appliances	28,300	0	0	0	0	0	28,300	0
15	Office Exterior Brick & Columns	27,525	0	17,000	0	17,000	61	10,525	850
16	Renovate Rest Rooms	15,855	0	0	0	0	0	15,855	0
17	Sprinkler	5,000	0	0	0	0	0	5,000	0
18	Interior Trim Offices	25,500	0	7,500	0	7,500	29	18,000	375
GRAND TOTAL		520,000	83,669	107,000	10,000	200,669	38	319,331	10,033-45

32A

COMMUNITY COUNSELING SERVICES

POLICY NUMBER HR 41

CATEGORY Human Resources

SUBJECT **Cellular Telephone Use**

EFFECTIVE DATE January 11, 2005

LAST REVISION DATE 03/24/10

SUPERSEDES

PAGE NUMBER 1 of 1

APPROVED BY _____

Executive Director

I POLICY

It is the policy of Community Counseling Services that all cellular telephone use within Community Counseling Services facilities is prohibited. This policy covers all employees with the exception of members of the maintenance and construction departments. The use of cell phones in any vehicle is prohibited when a client is present.

II PURPOSE

To maintain the confidentiality of individuals receiving services and to assure a productive and effective work environment.

III PROCEDURE

- A Cellular telephones are prohibited in all Community Counseling Services facilities. This prohibition includes text messaging.
- B Employees who wish to use their cellular telephones shall use them during breaks and lunch hours.
- C Employees who wish to use their cellular telephones shall do so in their vehicles or away from the Community Counseling Services facility.
- D Employees are prohibited from the use of cellular telephones in their vehicles if an individual receiving services is present.
- E Any employee of Community Counseling Services found in violation of this policy shall be subject to disciplinary action up to and including termination.


NO _____

IN THE MATTER OF AUTHORIZING TRAVEL FOR
THE ELECTION COMMISSIONERS

There came on this day for consideration the matter of authorizing travel for the
Election Commissioners

After motion by Mr Davis and second by Mr Horton this Board doth vote
unanimously to authorize the Election Commissioners to attend the Annual Seminar at
Philadelphia, MS on January 26-28, 2011

SO ORDERED this the 9th day of December, 2010



PRESIDENT

NO _____

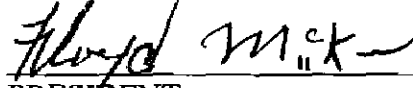
IN THE MATTER OF AUTHORIZING TRAVEL FOR SHERIFF HUFFMAN AND
DEPUTY SHERIFF WALTER LIEBENOW

There came on this day for consideration the matter of authorizing travel for
Sheriff Huffman and Deputy Sheriff Walter Liebenow

It appears that it would benefit Clay County to have the Sheriff and Deputy
Sheriff Liebenow attend the Mid-Winter Conference of the American Correctional
Association January 28-February 2, 2011 in San Antonio, TX

After motion by Mr Lummus and second by Mr Deanes this Board doth vote
unanimously to authorize Sheriff Huffman and Deputy Sheriff Liebenow to attend the
ACA Mid-Winter Conference January 28-February 2, 2011 in San Antonio, TX

SO ORDERED this the 9th day of December, 2010



PRESIDENT

**IN THE MATTER OF INTERFUND LOANS FOR CLAY COUNTY,
MISSISSIPPI**

There came on this day for consideration the matter of an inter fund loan of \$ 19,523 19 from fund #114, Volunteer Fire Department to fund #116, Volunteer Fire Insurance Rebate Monies Fund

It appears to this Board that two claims for debt service payments were paid from fund #116, Volunteer Fire Insurance Rebate Monies Fund on 11/10/2010. Additionally, the Board uses the Volunteer Fire Insurance Rebate monies received from the State of MS to pay all debt service payments for the County's Volunteer Fire Service. Since the insurance rebate monies have not been received for this fiscal year 2010 – 2011, in order for the said claims to be paid and the fund not be overdrawn, an inter fund loan should be made from fund #114, Volunteer Fire Fund to fund #116, Volunteer Fire Insurance Rebate Monies Fund

Therefore, after motion by *M. Reamer* and seconded by *Mr. L...*, this Board doth vote unanimously to loan \$ 19,523 19 from fund #114, Volunteer Fire Fund to fund #116, Volunteer Fire Insurance Rebate Monies Fund

SO ORDERED, this the 9th day of December, 2010

Floyd Mink
President

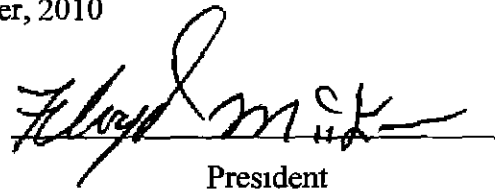
**IN THE MATTER OF INTERFUND LOANS FOR CLAY COUNTY,
MISSISSIPPI**

There came on this day for consideration the matter of an inter-fund loan of \$ 14,781 44 from fund #013, Utilization fund to fund # 210, Ellis Clinic New Roof & Jail Renovation Fund

It appears to this Board that the annual bond and interest payment was paid to Trustmark National Bank on 11/10/2010. Furthermore, in order for the said fund to not be overdrawn as of 11/30/2010, an inter-fund loan in the amount of \$14,781 44 should be made to fund #210, Ellis Clinic New Roof & Jail Renovation fund from fund #013, Utilization Fund in anticipation of the collection of the 2010 ad valorem taxes

Therefore, after motion by Mr. Davis and seconded by Mr. Deane, this Board doth vote unanimously to loan \$ 14,781 44 from fund #013, Utilization Fund to fund #210, Ellis Clinic New Roof & Jail Renovation Fund

SO ORDERED, this the 9th day of December, 2010



President

**IN THE MATTER OF TRANSFERRING INTEREST EARNED
FROM THE PAYROLL CLEARING CHECKING ACCOUNT
AND THE INSURANCE CLEARING CHECKING ACCOUNT**

There came on this day for consideration the matter of transferring interest earned from the payroll clearing checking account and the insurance clearing checking account

It appears to this Board that interest has been earned in the payroll clearing checking account in the amount of \$ 66 89 and in the insurance clearing checking account in the amount of \$ 106 47 and should be transferred to the General County Fund

This Board after motion by Mr. Deane and seconded by Mr. Luman both vote unanimously to transfer said amounts in the above referenced checking accounts to the General County Fund

SO ORDERED, this the 9th day of December, 2010


President

NO _____

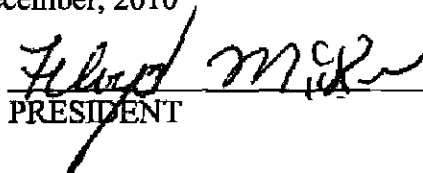
IN THE MATTER OF EXEMPTING BOATMAN MOBILE
HOME PARK FROM GARBAGE FEES

There came on this day for consideration the matter of exempting Boatman
Mobile Home Park from garbage fees

It appears that Boatman Mobile Home Park qualifies for an exemption from
garbage fees and have contracted for private garbage services from Mississippi Industrial
Waste Disposal See attached contract marked as exhibit A

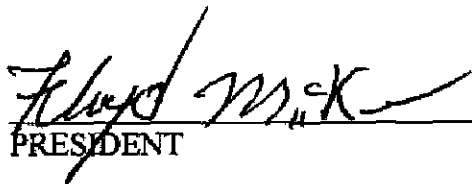
After motion by Mr McKee and second by Mr Lummus this Board doth vote
unanimously to exempt Boatman Mobile Home Park from garbage fees and will cease
county service to Boatman Mobile Home Park

SO ORDERED this the 9th day of December, 2010



PRESIDENT

This Board doth recess until 9 a m on December 23, 2010



PRESIDENT



**MISSISSIPPI INDUSTRIAL
WASTE DISPOSAL**
P O Box 801
Columbus, MS 39703-0801
662-328-5528 • Fax 662-241-7734

SERVICE AGREEMENT

SERVICE
Name Boatman Mobile Home Park
Street 2548 Boatman Trail
City West Point State MS Zip 39773
Contact Willie Davis
Phone 662-494-3344 662-275-0721

BILLING
Name Boatman Mobile Home Park
Street 3068 Hwy 50 E
City West Point State MS Zip 39773
Contact Aloria or Willie Davis
Phone 662-524-0033

Container Size 8yd Pick Up Schedule 1XW Rate 115.⁰⁰ ex Mo

Special Instructions 25th Delivery fee

- 1 **General.** During the original term or any extended term of this Agreement Contractor agrees to provide to the Customer and the Customer agrees to accept and pay the Contractor for the services described at the price(s) specified on this Agreement.
- 2 **Payment.** All invoiced amounts will be due no later than 10 days from date of invoice in default of which a FINANCE CHARGE will be imposed at an ANNUAL PERCENTAGE RATE OF 18% from date of invoice until paid. If this FINANCE CHARGE is higher than allowed by law the FINANCE CHARGE payable will be the highest allowed. The Customer agrees to pay in addition to the charges shown on this agreement all sales taxes, use taxes and any other fees or taxes levied by any state or municipality upon equipment supplied by contractor or its use (except taxes based upon net income to contractor). Service may be suspended if account is sixty (60) days past due. Said suspension shall not operate to terminate this contract. Contract shall continue in effect with services by Contractor to be reinstated at such time as Customer's current balance (including amounts due) is paid in full.
- 3 **Rate Adjustments.** Since disposal and fuel costs are a significant portion of the cost of the contractor's service provided hereunder Contractor may increase the rates proportionately to adjust for any increases in such costs. Contractor may also adjust rates due to changes in transportation costs due to changes in disposal facilities or due to increases in the average weight per cubic yard of Customer's waste material or due to changes in Federal, State or Local regulations which are applicable to the Contractor's operations. Customer agrees that the service charge may be increased from time to time to reflect increases in Consumer Price Index. Contractor may adjust rates for reasons other than those set forth above only with the consent of the Customer.
- 4 **Term.** This agreement shall extend for a minimum period of three (3) years from the beginning date of service and shall be automatically renewed for successive three (3) year terms unless either party shall give written notice of termination (Certified Mail) to the other at least sixty (60) days prior to the termination date. If Customer terminates this agreement during the initial term or we terminate due to non payment Customer will pay as liquidated damages and not as a penalty the amount of customer's most recent monthly charge multiplied by five (5) or the remaining number of months in the current term whichever is less. If Customer terminates this agreement in a renewal term he/she will pay as liquidated damages and not as a penalty the amount of Customer's most recent monthly charge multiplied by six (6) or the remaining number of months in such renewal term whichever is less. Contractor agrees that if Customer goes out of business and no longer requires any collection and disposal services for its waste materials due to the business closing Customer may terminate this agreement upon written notice given to the Contractor at least sixty (60) days prior to the intended termination date upon payment of all amounts due to Contractor.
- 5 **Sole and Exclusive Hauling Contract.** Because the Contractor has committed significant financial resources toward fulfilling its obligation as a hauler of solid waste under this Contract, Customer agrees as a condition of this Contract that during the initial term of this Contract or any renewals or extensions thereof Contractor shall be the sole and exclusive hauler of the Customer's solid waste (and recyclables if the hauler provides that service).
- 6 **Waste Material.** The Customer shall not place in the Equipment or otherwise include in any waste to be collected and hauled by Contractor and Contractor shall be required to accept and may return to the Customer at the Customer's expense waste which is in any way radioactive reactive toxic ignitable corrosive pathologic acidic or otherwise listed as hazardous under federal, state or applicable laws rules and regulations. Title to and liability for any waste included above shall remain with Customer and Customer expressly agrees to defend indemnify and hold harmless from and against any and all damages penalties fines and liabilities resulting in or arising out of such waste excluded above. All overloaded containers must be unloaded to either the proper height and/or weight by the customer. Fines would be the responsibility of the Customer.
- 7 **Default and Remedies.** Neither Party shall be in default hereunder if its nonperformance is by reason of delays or circumstances beyond the party's control including but not limited to compliance with any Federal state or local law rule or regulation acts of God fires storms work stoppages or delays strikes or other labor disputes transportation embargoes or delays or inability to obtain materials labor equipment or transportation.
- 8 **Customer's Duties.** The container shall be in the possession and control of the Customer. Customer shall be responsible for the cleanliness and safekeeping of containers. Customer agrees to hold harmless and indemnify Contractor against all claims lawsuits and any other liability for injury to persons or damage to property arising out of the possession or use of the containers by the Customer. All containers furnished by the Contractor for use by the Customer shall remain the property arising out of the possession or use of the containers by the Customer. All containers furnished by the Contractor for use by the Customer shall remain the property of the Contractor and the Customer shall have no right title or interest in them. Customer shall not make any alterations or improvements without prior written consent of the Contractor. Customer shall not overload the containers nor use them for incineration purposes and shall be liable to Contractor for loss or damage in excess of reasonable wear and tear. Customer shall provide unobstructed access to the container. If the container is not accessible Customer shall be notified and an additional pickup charge may be imposed.
- 9 **Pavement Damage.** Contractor shall not be responsible for damage to Customer's pavement or other driving surface resulting from the weight of Contractor's vehicle servicing the equipment location designated by Customer.
- 10 **Changes.** Changes in the Schedule of Charges frequency of collection service capacity and type of equipment may be agreed to orally or in writing by the parties. Consent to oral changes shall be evidenced by the actions and practices of the parties.
- 11 **Attorney's Fees.** In the event of a breach of this Agreement by either party the breaching party shall pay all reasonable attorney's fees collection fees and cost of other party incident to any action brought to enforce this agreement.
- 12 **Entire Agreement.** This Agreement is the entire Agreement of the parties and binds them their heirs successors and assigns and may be modified only by a written instrument signed by both parties. No waiver of any breach of this Agreement shall be deemed a waiver of a later breach of similar or like nature. The titles to the sections of this Agreement have been assigned for convenience only and shall not limit define or effect the substantive terms.

Customer Signature Willie D Davis
Owens
12-6-10
Authorized Signature

Contractor Signature Jeanette Hills
Title Customer Service/Sales
Date 12/6/10

WHITE CUSTOMER COPY

CANARY SALES COPY

PINK FILE COPY

Exhibit "A"

BOATMAN TRAILER PARK MASTER LIST
As of DECEMBER 15, 2010

ANGELA ROSS DENT
2555 Boatman Trail
West Point, MS 39773

EARLIE GORDON
ANTIONETTE CRAWFORD
2546 Boatman Trail
West Point, MS 39773

FREDDIE LEWIS
2598 Boatman Trail
West Point, MS 39773

DORIS MCCLELLAND BROWN
2513 BOATMAN TRAIL
WEST POINT, MS 39773

DAISY MOORE
2524 Boatman Trail
West Point, MS 39773

TIM MORTON
2586 Boatman Trail
West Point, MS 39773

ALICE SAUL
2583 Boatman Trail
West Point, MS 39773

MASHONDA THOMAS
2571 Boatman Trail
West Point, MS 39773

NICOLE THOMAS
2529 Boatman Trail
West Point, MS 39773

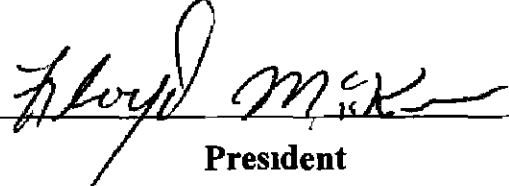
**IN THE MATTER OF TRANSFERRING CERTAIN FUNDS
IN CLAY COUNTY, MISSISSIPPI**

There came on this day for consideration the matter of transferring \$38,236 21 from fund #013, Utilization fund to fund #218, Reappraisal 2008 Notes

It appears to this Board that a claim has been presented for payment from Cadence Bank to pay the annual note payment for fund #218, Reappraisal 2008 Notes Issue. The said note payment was budgeted to be paid by transferring funds from fund #013, Utilization Fund and now, since the note payment is due, funds should be transferred from fund #013, Utilization Fund to fund #218, Reappraisal 2008 Note fund.

Therefore, after motion by Mr. Norton and seconded by Mr. Davis, this Board doth vote unanimously to transfer \$38,236 21 from fund #013, Utilization Fund to fund # 218, Reappraisal 2008 Notes

SO ORDERED, this the 9th day of December, 2010



President

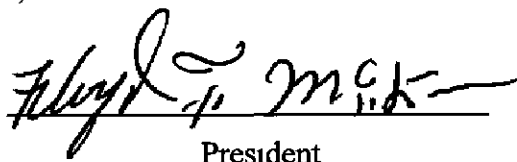
**IN THE MATTER OF INTERFUND LOANS FOR CLAY COUNTY,
MISSISSIPPI**

There came on this day for consideration the matter of an inter-fund loan of \$ 18,691 65 from fund #154, District 4 Road Fund to fund # 233, District 4 Road B & I 2000 Fund

It appears to this Board that the semi-annual bond and interest payment was paid to First Security Bank from fund #233, District 4 Road B & I 2000 Fund on 11/10/2010 Furthermore, in order for the said fund to not be overdrawn as of 11/30/2010, an inter-fund loan in the amount of \$18,691 65 should be made to fund #233, District 4 Road B & I 2000 Fund from fund #154, District 4 Road Fund in anticipation of the collection of the 2010 ad valorem taxes

Therefore, after motion by Mr. Davis and seconded by Mr. Dean, this Board doth vote unanimously to loan \$ 18,691 65 from fund #154, District 4 Road Fund to fund #233, District 4 Road B & I 2000 Fund

SO ORDERED, this the 9th day of December, 2010


President

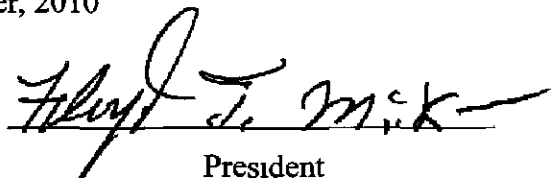
**IN THE MATTER OF INTERFUND LOANS FOR CLAY COUNTY,
MISSISSIPPI**

There came on this day for consideration the matter of an inter-fund loan of \$ 31,116 78 from fund #151, District 1 Road Fund to fund # 221, District 1 Road B & I 1997 Fund

It appears to this Board that the semi-annual bond and interest payment was paid to Renasant Bank from fund #221, District 1 Road B & I 1997 Fund on 11/10/2010 Furthermore, in order for the said fund to not be overdrawn as of 11/30/2010, an inter-fund loan in the amount of \$31,116 78 should be made to fund #221, District 1 Road B & I 1997 Fund from fund #151, District 1 Road Fund in anticipation of the collection of the 2010 ad valorem taxes

Therefore, after motion by Mr. Davis and seconded by Mr. Dean, this Board doth vote unanimously to loan \$ 31,116 78 from fund #151, District 1 Road Fund to fund #221, District 1 Road B & I 1997 Fund

SO ORDERED, this the 9th day of December, 2010


President

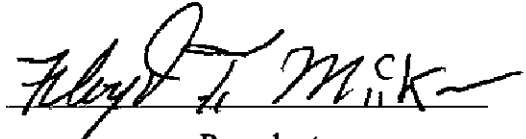
**IN THE MATTER OF INTERFUND LOANS FOR CLAY COUNTY,
MISSISSIPPI**

There came on this day for consideration the matter of an inter-fund loan of \$26,425 79 from fund #152, District 2 Road Fund to fund # 231, District 2 Road B & I 2001 Fund

It appears to this Board that the semi-annual bond and interest payment was paid to Trustmark National Bank from fund #231, District 2 Road B & I 2001 Fund on 11/10/2010. Furthermore, in order for the said fund to not be overdrawn as of 11/30/2010, an inter-fund loan in the amount of \$26,425 79 should be made to fund #231, District 2 Road B & I 2001 Fund from fund #152, District 2 Road Fund in anticipation of the collection of the 2010 ad valorem taxes

Therefore, after motion by Mr. Davis and seconded by Mr. Deane this Board doth vote unanimously to loan \$ 26,425 79 from fund #152, District 2 Road Fund to fund #231, District 2 Road B & I 2001 Fund

SO ORDERED, this the 9th day of December, 2010



President