

**BE IT REMEMBERED** that the Board of Supervisors of Clay County, Mississippi, met at the Courthouse in West Point, MS, on the 7th day of October, 2013, at 9 00 a m , and present were Lynn Horton, Luke Lummus, Shelton Deanes, President, and Floyd McKee Also present were Amy G Berry, Clerk of the Board, Bob Marshall, Board Attorney, and Ramirez Williams, Deputy Sheriff, when and where the following proceedings were as determined to wit,

NO \_\_\_\_\_

**IN THE MATTER OF ADOPTING AND AMENDING THE AGENDA FOR THE  
BOARD OF SUPERVISORS MEETING HELD ON OCTOBER 7, 2013**

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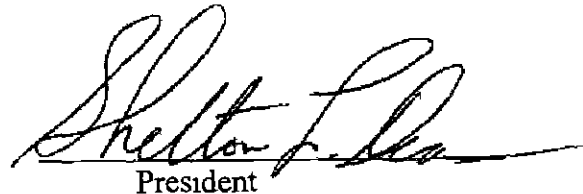
There came on this day for consideration the matter of adopting and amending the agenda for the Board of Supervisors meeting held on October 7, 2013

It appears to this Board there are additional items which need to be added to the agenda for further consideration and discussion by this Board, as follows

- Advertising Resource NAACP Banquet
- Teresa Ware to discuss butane bids
- Clay County School District School Bus Turnarounds
- Executive Session
- Robert Calvert requesting to assign Engineering contract to the City of West Point on the joint project of Elevated Water Storage Tank

After motion by Luke Lummus and second by Floyd McKee the Board doth vote unanimously for such agenda to be adopted and for the additional items listed above to be added to the agenda and for the agenda to be approved as amended

SO ORDERED this the 7th day of October, 2013

  
President



NO \_\_\_\_\_

**IN THE MATTER OF APPROVING THE CLAIMS DOCKET**

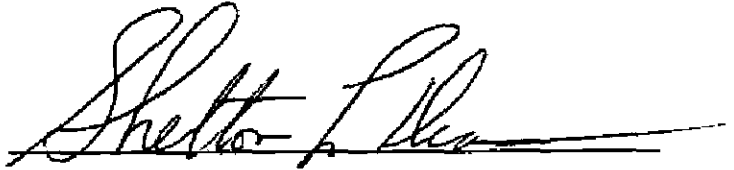
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There came on this day for consideration the matter of approving the claims docket.

It appears to this Board that the following claims as attached hereto in Exhibit "A" have been submitted for payment.

After motion made by Lynn Horton and second by Luke Lummus this Board doth vote unanimously to approve the claims docket for payment as attached hereto as Exhibit "A "

SO ORDERED, on this the 7th day of October, 2013



**President**

D10/17/2013  
10 12 52CLAY COUNTY  
CLAIMS SUMMARY FOR 10/2013  
FOR THE PERIOD ENDED OCTOBER 07, 2013PAGE 1  
APCSCPRT

| CLAIM # | VENDOR NAME                    | AMOUNT  |
|---------|--------------------------------|---------|
| 6       | QUILL CORPORATION              | 192 25  |
| 7       | QUILL CORPORATION              | 247 98  |
| 8       | SUNFLOWER STORE                | 100 00  |
| 9       | US FOOD SERVICE                | 637 10  |
| 10      | RADIOSHACK CREDIT SERVICES     | 50 45   |
| 11      | KROGER                         | 3 79    |
| 12      | MERCHANT CO                    | 477 32  |
| 13      | MERCHANT CO                    | 159 90- |
| 14      | UNITED PRODUCE                 | 432 50  |
| 15      | US FOOD SERVICE                | 724 38  |
| 16      | SUNFLOWER STORE                | 100 00  |
| 17      | WALMART COMMUNITY BRC          | 10 97   |
| 18      | WALMART COMMUNITY BRC          | 26 97   |
| 19      | CENTRAL RESTAURANT PRODUCTS    | 269 28  |
| 23      | CLAY COUNTY CO-OP              | 69 00   |
| 24      | SHERWIN-WILLIAMS OF WEST POINT | 249 95  |
| 25      | SHERWIN-WILLIAMS OF WEST POINT | 149 97  |
| 26      | WALMART COMMUNITY BRC          | 19 40   |
| 29      | WHITE OIL CO , INC & TIRE CTR  | 1688 84 |
| 30      | JIM'S AUTO PARTS, WEST POINT   | 3 79    |
| 31      | QUILL CORPORATION              | 285 79  |
| 32      | RACKLEY OIL COMPANY, INC       | 1334 40 |
| 33      | CARQUEST AUTO PARTS, INC       | 398 47  |
| 34      | UNIVERSITY SCREEN PRINT        | 212 94  |
| 35      | WALMART COMMUNITY BRC          | 26 00   |
| 36      | WALMART COMMUNITY BRC          | 8 00    |
| 37      | WALMART COMMUNITY BRC          | 339 84  |
| 38      | WALMART COMMUNITY BRC          | 72 62   |
| 39      | WALMART COMMUNITY BRC          | 40 88   |
| 40      | CASH & CARRY CLEANERS          | 17 00   |
| 45      | SAM'S CLUB MEMBERSHIP RENEWAL  | 45 00   |
| 50      | CASH & CARRY CLEANERS          | 12 00   |
| 51      | KELLOGG HARDWARE & APPLIANCE   | 69 99   |
| 52      | COMMUNITY EXPRESSIONS MAGAZINE | 250 00  |
| 55      | R J YOUNG COMPANY              | 131 60  |
| 56      | STATE TREASURER FUND 3714      | 150 00  |
| 57      | MY OFFICE PRODUCTS, INC        | 130 92  |
| 58      | MY OFFICE PRODUCTS, INC        | 38 18   |
| 59      | MY OFFICE PRODUCTS, INC        | 150 85  |
| 60      | MY OFFICE PRODUCTS, INC        | 257 14  |
| 61      | MY OFFICE PRODUCTS, INC        | 308 30  |
| 62      | MY OFFICE PRODUCTS, INC        | 178 00  |
| 63      | MY OFFICE PRODUCTS, INC        | 21 00   |
| 64      | MY OFFICE PRODUCTS, INC        | 51 85   |
| 65      | MY OFFICE PRODUCTS, INC        | 203 39  |
| 66      | MY OFFICE PRODUCTS, INC        | 479 20  |
| 67      | MY OFFICE PRODUCTS, INC        | 300 00  |
| 68      | MY OFFICE PRODUCTS, INC        | 64 80   |
| 69      | CITY WATER & LIGHT DEPT        | 825 38  |
| 70      | MY OFFICE PRODUCTS, INC        | 76 18   |
| 71      | MY OFFICE PRODUCTS, INC        | 189 42  |
| 72      | MY OFFICE PRODUCTS, INC        | 76 28   |
| 73      | MY OFFICE PRODUCTS, INC        | 315 33  |
| 75      | WALMART COMMUNITY BRC          | 49 00   |
| 76      | KELLOGG HARDWARE & APPLIANCE   | 3 00    |
| 77      | SHERWIN-WILLIAMS OF WEST POINT | 182 34  |
| 78      | JIM'S AUTO PARTS, WEST POINT   | 19 81   |
| 80      | SHERWIN-WILLIAMS OF WEST POINT | 24 73   |

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|     |                                |      |    |
|-----|--------------------------------|------|----|
| 81  | SHERWIN-WILLIAMS OF WEST POINT | 62   | 58 |
| 82  | WEST POINT TV & APPLIANCE      | 60   | 00 |
| 83  | SHERWIN-WILLIAMS OF WEST POINT | 161  | 67 |
| 84  | WHITE OIL CO , INC & TIRE CTR  | 1672 | 21 |
| 85  | WALMART COMMUNITY BRC          | 15   | 94 |
| 86  | GEORGE'S TIRE SERVICE          | 316  | 00 |
| 87  | SAM'S CLUB                     | 70   | 24 |
| 88  | SYNERGETICS DCS, INC           | 150  | 00 |
| 89  | GEORGE'S TIRE SERVICE          | 20   | 00 |
| 90  | SUNFLOWER STORE                | 100  | 00 |
| 91  | WALMART COMMUNITY BRC          | 70   | 40 |
| 92  | UNITED PRODUCE                 | 306  | 25 |
| 94  | WOOD FRUITTICHER GROCERY CO    | 703  | 60 |
| 95  | NEWELL PAPER COMPANY           | 194  | 46 |
| 96  | NEWELL PAPER COMPANY           | 263  | 04 |
| 98  | AMY G BERRY - FEES             | 358  | 00 |
| 255 | WALMART COMMUNITY BRC          | 418  | 24 |
| 256 | WALMART COMMUNITY BRC          | 8    | 01 |
| 257 | PRECISION COMMUNICATIONS, INC  | 691  | 95 |
| 258 | STEVEN KEITH SMITH MD          | 95   | 00 |
| 259 | KRISTEN WOOD WILLIAMS, PLLC    | 350  | 00 |
| 260 | STEVEN KEITH SMITH MD          | 95   | 00 |
| 261 | KAY COGGINS, CFNP              | 95   | 00 |
| 262 | COMMUNITY COUNSELING           | 95   | 00 |
| 263 | COMMUNITY COUNSELING           | 95   | 00 |
| 264 | MARY BRETT MILLER              | 95   | 00 |
| 265 | SALEEM ALI, MD                 | 95   | 00 |
| 266 | SALEEM ALI, MD                 | 95   | 00 |
| 267 | ANGELA TURNER-JAMES            | 350  | 00 |
| 268 | ANGELA TURNER-JAMES            | 350  | 00 |
| 269 | ANGELA TURNER-JAMES            | 350  | 00 |
| 270 | ANGELA TURNER-JAMES            | 350  | 00 |
| 271 | AMY G BERRY - FEES             | 136  | 00 |
| 272 | AMY G BERRY - FEES             | 136  | 00 |
| 273 | AMY G BERRY - FEES             | 136  | 00 |
| 274 | TANYA WEST                     | 825  | 00 |
| 275 | JIM'S AUTO PARTS, WEST POINT   | 9    | 49 |
| 276 | NESCO ELECTRICAL & LIGHTING CO | 491  | 86 |
| 277 | NESCO ELECTRICAL & LIGHTING CO | 12   | 77 |
| 278 | NESCO ELECTRICAL & LIGHTING CO | 38   | 31 |
| 279 | NESCO ELECTRICAL & LIGHTING CO | 49   | 11 |
| 280 | NEWELL PAPER COMPANY           | 60   | 00 |
| 281 | DEMENT PRINTING CO             | 160  | 98 |
| 283 | DEMENT PRINTING CO             | 1547 | 55 |
| 284 | NEWELL PAPER COMPANY           | 116  | 74 |
| 285 | NEWELL PAPER COMPANY           | 30   | 65 |
| 286 | NEWELL PAPER COMPANY           | 61   | 30 |
| 287 | NESCO ELECTRICAL & LIGHTING CO | 67   | 13 |
| 288 | ACTION FIRE & SAFETY           | 380  | 00 |
| 289 | PHILLIP'S HARDWARE             | 14   | 99 |
| 290 | KNOX GROCERY LLC               | 9    | 26 |
| 291 | DIXIE NET                      | 59   | 95 |
| 292 | DATA SYSTEMS MANAGEMENT, INC   | 1707 | 50 |
| 293 | RICOH USA, INC                 | 102  | 96 |
| 294 | ATMOS ENERGY                   | 17   | 74 |
| 295 | ATMOS ENERGY                   | 256  | 82 |
| 296 | ATMOS ENERGY                   | 23   | 10 |
| 297 | ATMOS ENERGY                   | 522  | 69 |
| 298 | FOUR-COUNTY ELEC POWER ASSN    | 160  | 88 |
| 299 | FOUR-COUNTY ELEC POWER ASSN    | 247  | 41 |
| 300 | FOUR-COUNTY ELEC POWER ASSN    | 83   | 16 |
| 301 | FOUR-COUNTY ELEC POWER ASSN    | 44   | 09 |
| 302 | FOUR-COUNTY ELEC POWER ASSN    | 70   | 32 |

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|                                   |         |
|-----------------------------------|---------|
| 303 H SCOTT ROSS                  | 237 50  |
| 304 WALMART COMMUNITY BRC         | 180 80  |
| 305 DRUG FREE WORKPLACES, INC     | 59 00   |
| 306 DRUG FREE WORKPLACES, INC     | 59 00   |
| 307 DRUG FREE WORKPLACES, INC     | 103 00  |
| 308 CASH & CARRY CLEANERS         | 11 00   |
| 309 US FOOD SERVICE               | 395 42  |
| 310 US FOOD SERVICE               | 1711 84 |
| 311 DEMENT PRINTING CO            | 85 90   |
| 313 MS STATE UNIV EXTENSION SERV  | 362 40  |
| 314 AMY G BERRY - FEES            | 12 00   |
| 315 CASH & CARRY CLEANERS         | 12 00   |
| 316 MELANIE A MOREL               | 31 20   |
| 317 MELANIE A MOREL               | 40 80   |
| 318 R J YOUNG COMPANY             | 282 82  |
| 320 KELLOGG HARDWARE & APPLIANCE  | 144 81  |
| 321 ITC DELTACOM, INC             | 843 49  |
| 323 CLAY COUNTY CO-OP             | 62 65   |
| 331 JOSEPH W FAULKNER             | 127 40  |
| 333 EDMUND MILLER, JR, MD         | 2811 00 |
| 334 EDMUND MILLER, JR, MD         | 2000 00 |
| 336 WRIGHT EXPRESS FSC            | 23 89   |
| 338 B & M COMMUNICATIONS/1-STOP   | 21 23   |
| 339 CLINTON L MARTIN, ATTORNEY    | 192 85  |
| 340 CLINTON L MARTIN, ATTORNEY    | 292 60  |
| 341 CLINTON L MARTIN, ATTORNEY    | 395 20  |
| 345 PITNEY BOWES GLOBAL FINANCIAL | 459 00  |
| 346 AMY G BERRY - FEES            | 300 00  |
| 380 SOUTHERN TELECOMMUNICATIONS   | 1269 93 |
| 381 CHEATHAM EYE CARE             | 280 68  |
| 382 CHEATHAM EYE CARE             | 258 64  |
| 383 R J YOUNG COMPANY             | 255 76  |
| 385 AUTO-CHLOR SYSTEMS            | 171 95  |
| 386 JOHANNA RICE, LLC             | 150 00  |
| 387 LEADS ONLINE LLC              | 1758 00 |
| 391 ADAPTS ELECTRONIC MONITORING  | 290 00  |
| 392 AUTO-CHLOR SYSTEMS            | 171 95  |
| 393 WALMART COMMUNITY BRC         | 7 97    |
| 394 WALMART COMMUNITY BRC         | 3 00    |
| 396 HANCOCK BANK                  | 135 07  |
| 397 HANCOCK BANK                  | 1200 69 |
| 399 WALMART COMMUNITY BRC         | 10 00   |
| 400 GOLDEN TRIANGLE WATER         | 30 00   |
| 401 SILOAM WATER DISTRICT         | 25 00   |
| 402 SILOAM WATER DISTRICT         | 25 00   |
| 403 SILOAM WATER DISTRICT         | 25 00   |
| 405 S E CHICKASAW WATER ASSOC     | 20 00   |
| 406 BELLSOUTH                     | 350 00  |
| 407 U S POSTMASTER                | 78 00   |
| 408 DAILY TIMES LEADER            | 698 80  |
| 409 CASH & CARRY CLEANERS         | 17 00   |
| 411 FOUR-COUNTY ELEC POWER ASSN   | 40 29   |
| 412 FOUR-COUNTY ELEC POWER ASSN   | 27 35   |
| 414 U S NETWORX                   | 199 95  |
| 416 SILVER LEAF LANDSCAPE         | 395 00  |
| 417 R J YOUNG COMPANY             | 43 00   |
| 418 R J YOUNG COMPANY             | 460 00  |
| 419 FOUR-COUNTY ELEC POWER ASSN   | 55 68   |
| 421 SHELL FLEET PLUS              | 24 49   |
| 422 C SPIRE WIRELESS              | 41 40   |
| 423 CITY WATER & LIGHT DEPT       | 727 39  |
| 424 CITY WATER & LIGHT DEPT       | 928 69  |
| 425 CITY WATER & LIGHT DEPT       | 132 15  |

|     |                                |      |    |
|-----|--------------------------------|------|----|
| 426 | CITY WATER & LIGHT DEPT        | 464  | 78 |
| 427 | CITY WATER & LIGHT DEPT        | 31   | 50 |
| 430 | SUNFLOWER STORE                | 100  | 00 |
| 431 | SYSCO FOOD SERVICES, INC       | 303  | 00 |
| 432 | DEMENT PRINTING CO             | 432  | 00 |
| 433 | WOOD FRUITTICHER GROCERY CO    | 1022 | 75 |
| 434 | ROSE DRUG COMPANY              | 129  | 25 |
| 435 | US FOOD SERVICE                | 1742 | 40 |
| 436 | RACKLEY OIL COMPANY, INC       | 2433 | 61 |
| 437 | HEDERMAN BROTHERS              | 79   | 39 |
| 438 | JIM'S AUTO PARTS, WEST POINT   | 390  | 25 |
| 441 | C SPIRE WIRELESS               | 102  | 10 |
| 442 | C SPIRE WIRELESS               | 61   | 93 |
| 443 | C SPIRE WIRELESS               | 46   | 70 |
| 444 | C SPIRE WIRELESS               | 474  | 91 |
| 445 | ORKIN- TUPELO, MS              | 94   | 51 |
| 446 | MY OFFICE PRODUCTS, INC        | 272  | 88 |
| 447 | MY OFFICE PRODUCTS, INC        | 151  | 48 |
| 448 | MY OFFICE PRODUCTS, INC        | 3    | 00 |
| 449 | MY OFFICE PRODUCTS, INC        | 840  | 00 |
| 451 | MY OFFICE PRODUCTS, INC        | 450  | 00 |
| 452 | MY OFFICE PRODUCTS, INC        | 496  | 62 |
| 453 | AMY G BERRY - FEES             | 128  | 60 |
| 454 | PHEBA ONE STOP                 | 225  | 58 |
| 455 | MY OFFICE PRODUCTS, INC        | 35   | 36 |
| 456 | PRINTING & PROMOTIONAL ITEMS   | 597  | 23 |
| 457 | INTAB INC                      | 348  | 66 |
| 458 | ABSOLUTE PRINT SOLUTIONS       | 130  | 31 |
| 460 | DEMENT PRINTING CO             | 782  | 84 |
| 461 | MID-SOUTH UNIFORMS             | 106  | 85 |
| 462 | NEWELL PAPER COMPANY           | 30   | 65 |
| 463 | LAWRENCE PRINTING COMPANY, INC | 117  | 29 |
| 464 | MISSISSIPPI VITAL RECORDS      | 73   | 00 |
| 465 | PREMIUM SPRING WATER SERVICE   | 72   | 00 |
| 466 | MISSISSIPPI COURT COLLECTIONS  | 1257 | 68 |
| 467 | MISSISSIPPI COURT COLLECTIONS  | 1110 | 09 |
| 468 | AIRGAS SOUTH                   | 25   | 59 |
| 469 | FOUR-COUNTY ELEC POWER ASSN    | 30   | 45 |
| 470 | FOUR-COUNTY ELEC POWER ASSN    | 57   | 98 |
| 471 | FOUR-COUNTY ELEC POWER ASSN    | 35   | 89 |
| 472 | FOUR-COUNTY ELEC POWER ASSN    | 138  | 58 |
| 473 | FOUR-COUNTY ELEC POWER ASSN    | 104  | 84 |
| 475 | FLEMING BOOKBINDING COMPANY    | 61   | 24 |
| 476 | CASH & CARRY CLEANERS          | 12   | 00 |
| 478 | ROSE DRUG COMPANY              | 517  | 35 |
| 479 | BENNIE JONES, ATTORNEY         | 6337 | 50 |
| 480 | LEXIS NEXIS RISK DATA MNGTMENT | 493  | 32 |
| 482 | CASH & CARRY CLEANERS          | 17   | 00 |
| 486 | R J YOUNG COMPANY              | 150  | 00 |
| 487 | ATMOS ENERGY                   | 25   | 78 |
| 488 | NORTH MS MEDICAL CLINIC        | 69   | 00 |
| 489 | MELISSA GRIMES                 | 40   | 68 |
| 490 | CLINTON L MARTIN, ATTORNEY     | 350  | 00 |
| 491 | MARK CLIETT, ATTY              | 350  | 00 |
| 492 | AMY G BERRY - FEES             | 136  | 00 |
| 493 | AMY G BERRY - FEES             | 12   | 00 |
| 494 | AMY G BERRY - FEES             | 12   | 00 |
| 495 | AMY G BERRY - FEES             | 12   | 00 |
| 500 | CASH & CARRY CLEANERS          | 17   | 00 |
| 501 | CASH & CARRY CLEANERS          | 12   | 00 |
| 502 | LEE COUNTY JUVENILE CENTER     | 270  | 00 |
| 504 | SALEEM ALI, MD                 | 95   | 00 |
| 505 | STEVEN KEITH SMITH MD          | 95   | 00 |

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|     |                                 |        |     |
|-----|---------------------------------|--------|-----|
| 506 | RWJ CONSULTING, LLC             | 904    | 50  |
| 514 | DAILY TIMES LEADER              | 49     | 42  |
| 515 | EDWARDS, STOREY, MARSHALL,      | 1422   | 50  |
| 516 | EDWARDS, STOREY, MARSHALL,      | 430    | 00  |
| 517 | CASH & CARRY CLEANERS           | 12     | 00  |
| 518 | WALMART COMMUNITY BRC           | 174    | 84  |
| 520 | STATE TREASURER FND #3601, #601 | 224    | 00  |
| 526 | LADARIUS MCMILLIAN              | 150    | 00  |
| 527 | KRISTEN WOOD WILLIAMS, PLLC     | 95     | 00  |
| 528 | KRISTEN WOOD WILLIAMS, PLLC     | 237    | 50  |
| 529 | KRISTEN WOOD WILLIAMS, PLLC     | 142    | 50  |
| 530 | KRISTEN WOOD WILLIAMS, PLLC     | 237    | 50  |
| 532 | MY OFFICE PRODUCTS, INC         | 83     | 49  |
| 533 | SHERWIN-WILLIAMS OF WEST POINT  | 583    | 94  |
| 534 | PHILLIP'S HARDWARE              | 1027   | 87  |
| 535 | MERCHANT CO                     | 2308   | 83  |
| 536 | MERCHANT CO                     | 436    | 95- |
| 537 | PHILLIP'S HARDWARE              | 388    | 89  |
| 538 | JIM'S AUTO PARTS, WEST POINT    | 17     | 99  |
| 539 | QUILL CORPORATION               | 174    | 93  |
| 543 | FEDERAL EXPRESS CORP            | 112    | 77  |
| 544 | LEE COUNTY JUVENILE CENTER      | 810    | 00  |
| 545 | MARLON M STEWART III            | 150    | 00  |
| 546 | R J YOUNG COMPANY               | 150    | 00  |
| 547 | MISS ASSOC OF SUPERVISORS       | 1500   | 00  |
| 548 | ATMOS ENERGY                    | 48     | 58  |
| 549 | ATMOS ENERGY                    | 46     | 87  |
| 550 | ATMOS ENERGY                    | 27     | 35  |
| 551 | ATMOS ENERGY                    | 21     | 36  |
| 552 | PREMISE, INC                    | 1399   | 00  |
| 553 | CLAY CO DEPT /SOCIAL SERVICES   | 316    | 67  |
| 554 | DISTRICT ATTORNEY'S OFFICE      | 175    | 00  |
| 555 | GOLDEN TRIANGLE AREA            | 1291   | 67  |
| 556 | INSURANCE ACCOUNT               | 1168   | 56  |
| 557 | HEALTH DEPT OF CLAY COUNTY      | 3791   | 67  |
| 558 | LENORA L PRATHER                | 350    | 00  |
| 559 | COMMUNITY COUNSELLING SERVICE   | 2000   | 00  |
| 560 | NATIONAL GUARD OF MISSISSIPPI   | 200    | 00  |
| 561 | RESERVE ACCOUNT                 | 2000   | 00  |
| 562 | RETARDED CHILDREN'S ASC         | 1416   | 67  |
| 563 | UNITED POSTAL SERVICE           | 625    | 00  |
| 564 | VICTIM WITNESS PROGRAM          | 989    | 46  |
| 565 | MEDIR CHAMBERS, LLC             | 250    | 00  |
| 566 | MEDIR CHAMBERS, LLC             | 250    | 00  |
| 567 | MEDIR CHAMBERS, LLC             | 250    | 00  |
| 568 | SECURITY SOLUTIONS, LLC         | 60     | 00  |
| 572 | PRECISION COMMUNICATIONS, INC   | 137712 | 55  |
| 573 | ROBERT HARRELL, JR              | 78     | 24  |
| 574 | XEROX CORPORATION               | 186    | 36  |
| 575 | ATMOS ENERGY                    | 30     | 28  |
| 576 | NEWELL PAPER COMPANY            | 61     | 30  |
| 577 | NEWELL PAPER COMPANY            | 410    | 00  |
| 578 | DELUXE BUSINESS CHECKS          | 108    | 59  |
| 579 | LYON INSURANCE AGENCY, INC      | 36207  | 00  |
| 580 | TEC                             | 128    | 23  |
| 582 | ANTHONY CUMMINGS                | 440    | 99  |
| 583 | MTS/ MY TRANSPORT SERVICES      | 647    | 75  |
| 584 | KEITH HALL                      | 427    | 00  |
| 585 | KEITH HALL                      | 1550   | 00  |
| 586 | MS STATE MEDICAL EXAMINER       | 500    | 00  |
| 587 | DAILY TIMES LEADER              | 28     | 10  |
| 588 | ADMINISTRATIVE OFFICE OF COURT  | 5546   | 72  |
| 589 | ORKIN- TUPELO, MS               | 54     | 79  |



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|     |  |         |           |
|-----|--|---------|-----------|
| 590 | THOMAS HAMPTON                               | 100 83  |           |
| 591 | TIGRETT STEEL & SUPPLY INC                   | 100 00  |           |
| 592 | CLAY COUNTY CO-OP                            | 15 50   |           |
| 593 | KELLOGG HARDWARE & APPLIANCE                 | 279 96  |           |
| 594 | TIGRETT STEEL & SUPPLY INC                   | 80 00   |           |
| 595 | SHERWIN-WILLIAMS OF WEST POINT               | 99 98   |           |
| 596 | CITY GLASS                                   | 400 00  |           |
| 598 | PRINTING & PROMOTIONAL ITEMS                 | 489 60  |           |
| 599 | MY OFFICE PRODUCTS, INC                      | 15 20   |           |
| 600 | WALMART COMMUNITY BRC                        | 37 35   |           |
| 601 | MY OFFICE PRODUCTS, INC                      | 233 55  |           |
| 602 | WALMART COMMUNITY BRC                        | 71 10   |           |
| 603 | WALMART COMMUNITY BRC                        | 96 53   |           |
| 604 | WALMART COMMUNITY BRC                        | 71 67   |           |
| 605 | SUNFLOWER STORE                              | 100 00  |           |
| 607 | US FOOD SERVICE                              | 872 43  |           |
| 608 | UNIVERSITY SCREEN PRINT                      | 132 00  |           |
| 609 | GARY'S PAWN & GUN SHOP                       | 118 74  |           |
| 614 | GOLD STRIKE CASINO                           | 224 00  |           |
| 615 | BAPTIST MEMORIAL HOSPITAL                    | 4639 48 |           |
| 616 | BAPTIST MEMORIAL HOSPITAL                    | 4854 34 |           |
| *** | FUND TOTALS *** 001 GENERAL COUNTY           |         | 299452 19 |
| 20  | KROGER                                       | 9 98    |           |
| 21  | WALMART COMMUNITY BRC                        | 913 76  |           |
| 22  | WALMART COMMUNITY BRC                        | 75 76   |           |
| 79  | NEW 2 YOU                                    | 225 00  |           |
| 93  | SAM'S CLUB                                   | 1179 07 |           |
| 97  | WEST POINT TV & APPLIANCE                    | 345 00  |           |
| 332 | MAE BREWER                                   | 400 00  |           |
| 335 | COMCAST CABLE                                | 65 66   |           |
| 384 | COMMUNITY COUNSELING                         | 600 00  |           |
| 511 | COMCAST CABLE                                | 64 20   |           |
| 521 | COMMUNITY COUNSELING                         | 150 00  |           |
| 540 | WALMART COMMUNITY BRC                        | 854 00  |           |
| 541 | WALMART COMMUNITY BRC                        | 99 96   |           |
| 542 | WALMART COMMUNITY BRC                        | 84 53-  |           |
| 606 | WALMART COMMUNITY BRC                        | 29 46   |           |
| 610 | WALMART COMMUNITY BRC                        | 397 96  |           |
| *** | FUND TOTALS *** 040 SHERIFF'S INMATE CANTEEN |         | 5325 28   |
| 27  | WALMART COMMUNITY BRC                        | 19 92   |           |
| 74  | WALMART COMMUNITY BRC                        | 63 77   |           |
| 99  | PRECISION COMMUNICATIONS, INC                | 95 00   |           |
| 388 | PRECISION COMMUNICATIONS, INC                | 731 76  |           |
| 390 | SOUTHERN TELECOMMUNICATIONS                  | 280 65  |           |
| 398 | FIRST CONTINENTAL LEASING                    | 4232 69 |           |
| 420 | BELLSOUTH                                    | 2290 00 |           |
| 450 | MY OFFICE PRODUCTS, INC                      | 134 28  |           |
| 513 | GEORGE HISSONG                               | 275 00  |           |
| 519 | STATE TREASURER FND #3601,#601               | 224 00  |           |
| 531 | WALMART COMMUNITY BRC                        | 34 00   |           |
| 581 | TEC  | 1 02    |           |
| *** | FUND TOTALS *** 097 E911 FUND                |         | 8382 09   |
| 477 | WEST GROUP PAYMENT CENTER                    | 421 50  |           |
| *** | FUND TOTALS *** 104 LAW LIBRARY              |         | 421 50    |
| 389 | SOUTHERN TELECOMMUNICATIONS                  | 32 89   |           |
| 440 | C SPIRE WIRELESS                             | 61 93   |           |
| 459 | CINDY TIDWELL                                | 1250 00 |           |
| 481 | REDWOOD TOXICOLOGY LABORATORY                | 59 00   |           |
| *** | FUND TOTALS *** 112 DRUG COURT - AOC GRANT   |         | 1403 82   |

|     |   |         |         |
|-----|---|---------|---------|
| 328 | LONNIE DAVIDSON                               | 100 00  |         |
|     | 329 LONNIE DAVIDSON                           | 100 00  |         |
|     | 439 C SPIRE WIRELESS                          | 31 40   |         |
| *** | FUND TOTALS *** 114 VOLUNTEER FIRE DEPARTMENT |         | 231 40  |
|     | 395 MS DEVELOPMENT AUTHORITY                  | 1479 25 |         |
| *** | FUND TOTALS *** 116 INSURANCE REBATE MONIES   |         | 1479 25 |
| 104 | PRESTON DOBBS TRUCK SER &                     | 40 00   |         |
| 107 | TERRY'S GARAGE, INC                           | 787 68  |         |
| 108 | CUSTOM PRODUCTS CORPORATION                   | 216 00  |         |
| 109 | APAC-MISSISSIPPI, INC                         | 686 23  |         |
| 110 | RACKLEY OIL COMPANY, INC                      | 6703 01 |         |
| 111 | CUSTOM PRODUCTS CORPORATION                   | 246 16  |         |
| 112 | FOUR-COUNTY ELEC POWER ASSN                   | 46 32   |         |
| 113 | GOLDEN TRIANGLE TIRE SVC LLC                  | 25 99   |         |
| 114 | MCBRAYER QUICK LUBE                           | 34 95   |         |
| 115 | ARAMARK UNIFORM SERVICES INC                  | 29 33   |         |
| 116 | ARAMARK UNIFORM SERVICES INC                  | 29 33   |         |
| 117 | ARAMARK UNIFORM SERVICES INC                  | 29 33   |         |
| 118 | TERRY'S GARAGE, INC                           | 38 85   |         |
| 119 | G & O SUPPLY CO, INC                          | 394 00  |         |
| 120 | OILMAN SUPPLY LLC                             | 101 40  |         |
| 121 | C SPIRE WIRELESS                              | 61 93   |         |
| 122 | GOLDEN TRIANGLE TIRE SVC LLC                  | 15 00   |         |
| 123 | FOUR-COUNTY ELEC POWER ASSN                   | 30 51   |         |
| 124 | MARTIN TRUCK & TRACTOR                        | 3 25    |         |
| 125 | PHILLIP'S HARDWARE                            | 28 00   |         |
| 126 | PHILLIP'S HARDWARE                            | 13 58   |         |
| 127 | CLAY COUNTY CO-OP                             | 117 50  |         |
| 128 | CARQUEST AUTO PARTS, INC                      | 53 23   |         |
| 129 | CARQUEST AUTO PARTS, INC                      | 44 11   |         |
| 130 | CARQUEST AUTO PARTS, INC                      | 129 20  |         |
| 131 | CARQUEST AUTO PARTS, INC                      | 14 96   |         |
| 132 | CARQUEST AUTO PARTS, INC                      | 159 80  |         |
| 133 | CARQUEST AUTO PARTS, INC                      | 34 60   |         |
| 134 | CARQUEST AUTO PARTS, INC                      | 20 38   |         |
| 135 | CARQUEST AUTO PARTS, INC                      | 12 95   |         |
| 136 | CARQUEST AUTO PARTS, INC                      | 54 59   |         |
| 137 | CARQUEST AUTO PARTS, INC                      | 7 58    |         |
| 138 | CARQUEST AUTO PARTS, INC                      | 236 00  |         |
| 139 | CARQUEST AUTO PARTS, INC                      | 159 80  |         |
| 140 | DC TIRE AND TRUCK                             | 225 00  |         |
| 141 | DC TIRE AND TRUCK                             | 112 74  |         |
| 142 | DC TIRE AND TRUCK                             | 25 00   |         |
| 143 | DC TIRE AND TRUCK                             | 133 50  |         |
| 144 | DC TIRE AND TRUCK                             | 90 00   |         |
| 145 | FAIRWAY AMUSEMENT & ICE CO                    | 49 00   |         |
| 146 | FAIRWAY AMUSEMENT & ICE CO                    | 28 00   |         |
| 147 | SUNFLOWER STORE                               | 4 59    |         |
| 148 | SUNFLOWER STORE                               | 4 59    |         |
| 149 | SUNFLOWER STORE                               | 4 59    |         |
| 150 | SUNFLOWER STORE                               | 4 59    |         |
| 151 | SUNFLOWER STORE                               | 4 59    |         |
| 152 | SUNFLOWER STORE                               | 4 59    |         |
| 153 | SUNFLOWER STORE                               | 4 59    |         |
| 154 | SUNFLOWER STORE                               | 4 59    |         |
| 155 | SUNFLOWER STORE                               | 4 59    |         |
| 156 | SUNFLOWER STORE                               | 4 59    |         |
| 157 | SUNFLOWER STORE                               | 4 59    |         |
| 158 | SUNFLOWER STORE                               | 4 59    |         |
| 159 | SUNFLOWER STORE                               | 4 59    |         |

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|     |                                     |       |    |          |
|-----|-------------------------------------|-------|----|----------|
| 160 | SUNFLOWER STORE                     | 4     | 59 |          |
| 161 | SUNFLOWER STORE                     | 6     | 42 |          |
| 162 | SUNFLOWER STORE                     | 5     | 00 |          |
| 163 | SUNFLOWER STORE                     | 22    | 95 |          |
| 164 | SUNFLOWER STORE                     | 4     | 59 |          |
| 165 | SUNFLOWER STORE                     | 4     | 59 |          |
| 166 | SUNFLOWER STORE                     | 4     | 59 |          |
| 167 | SUNFLOWER STORE                     | 4     | 59 |          |
| 347 | YOUNG WELDING SUPPLY, INC           | 80    | 22 |          |
| 348 | HANCOCK BANK                        | 608   | 56 |          |
| 351 | SOUTHERN TELECOMMUNICATIONS         | 26    | 96 |          |
| 360 | CITY WATER & LIGHT DEPT             | 31    | 83 |          |
| 361 | IVY SAW & MOWER                     | 30    | 34 |          |
| 362 | G & O SUPPLY CO, INC                | 388   | 80 |          |
| 363 | G & O SUPPLY CO, INC                | 704   | 16 |          |
| 364 | G & O SUPPLY CO, INC                | 31    | 58 |          |
| 365 | APAC-MISSISSIPPI, INC               | 991   | 86 |          |
| 507 | SPARROW'S SMALL ENGINE REPAIR       | 86    | 69 |          |
| 508 | SUNFLOWER STORE                     | 9     | 18 |          |
| 509 | SUNFLOWER STORE                     | 12    | 84 |          |
| *** | FUND TOTALS *** 151 DISTRICT 1 ROAD |       |    | 14388 80 |
| 168 | HUNT REFINING COMPANY               | 7396  | 92 |          |
| 172 | CUSTOM PRODUCTS CORPORATION         | 195   | 16 |          |
| 173 | C SPIRE WIRELESS                    | 64    | 28 |          |
| 174 | CUSTOM PRODUCTS CORPORATION         | 56    | 21 |          |
| 525 | WHITE OIL CO , INC & TIRE CTR       | 3098  | 37 |          |
| *** | FUND TOTALS *** 152 DISTRICT 2 ROAD |       |    | 10810 94 |
| 190 | HUNT REFINING COMPANY               | 10164 | 77 |          |
| 191 | FOUR-COUNTY ELEC POWER ASSN         | 30    | 51 |          |
| 192 | FOUR-COUNTY ELEC POWER ASSN         | 76    | 00 |          |
| 193 | C SPIRE WIRELESS                    | 61    | 93 |          |
| 194 | G & O SUPPLY CO, INC                | 394   | 00 |          |
| 195 | OILMAN SUPPLY LLC                   | 101   | 40 |          |
| 196 | CALVERT-SPRADLING ENGINEERS         | 7097  | 93 |          |
| 197 | NEXAIR, LLC                         | 99    | 19 |          |
| 198 | THOMPSON MACHINERY                  | 42    | 48 |          |
| 199 | PHILLIP'S HARDWARE                  | 30    | 36 |          |
| 200 | CLAY COUNTY CO-OP                   | 19    | 90 |          |
| 201 | DC TIRE AND TRUCK                   | 938   | 00 |          |
| 202 | CHICKASAW EQUIPMENT CO              | 164   | 61 |          |
| 203 | JIM'S AUTO PARTS, WEST POINT        | 93    | 13 |          |
| 204 | JIM'S AUTO PARTS, WEST POINT        | 6     | 99 |          |
| 205 | JIM'S AUTO PARTS, WEST POINT        | 244   | 14 |          |
| 206 | JIM'S AUTO PARTS, WEST POINT        | 147   | 38 |          |
| 207 | JIM'S AUTO PARTS, WEST POINT        | 59    | 62 |          |
| 208 | JIM'S AUTO PARTS, WEST POINT        | 15    | 20 |          |
| 209 | JIM'S AUTO PARTS, WEST POINT        | 40    | 65 |          |
| 210 | JIM'S AUTO PARTS, WEST POINT        | 59    | 45 |          |
| 211 | JIM'S AUTO PARTS, WEST POINT        | 62    | 98 |          |
| 337 | PHILLIP'S HARDWARE                  | 30    | 14 |          |
| 353 | SOUTHERN TELECOMMUNICATIONS         | 29    | 60 |          |
| 357 | SILOAM WATER DISTRICT               | 25    | 00 |          |
| 379 | RUSS WALKER                         | 160   | 00 |          |
| 484 | CARQUEST AUTO PARTS, INC            | 54    | 30 |          |
| 485 | INGRAMS GARAGE                      | 348   | 49 |          |
| 510 | BACCO MATERIALS, INC                | 2683  | 99 |          |
| 571 | TEC                                 |       | 30 |          |
| *~* | FUND TOTALS ~* 153 DISTRICT 3 ROAD  |       |    | 23282 44 |
| 213 | FOUR-COUNTY ELEC POWER ASSN         | 30    | 52 |          |
| 214 | C SPIRE WIRELESS                    | 61    | 93 |          |

|   |         |          |
|---|---------|----------|
| 215 CHICKASAW EQUIPMENT CO                | 42 25   |          |
| 216 CHICKASAW EQUIPMENT CO                | 19 20   |          |
| 217 CHICKASAW EQUIPMENT CO                | 606 03  |          |
| 218 CHICKASAW EQUIPMENT CO                | 4 00    |          |
| 219 PHILLIP'S HARDWARE                    | 48 55   |          |
| 220 OILMAN SUPPLY LLC                     | 101 40  |          |
| 221 FOUR-COUNTY ELEC POWER ASSN           | 66 31   |          |
| 222 FOUR-COUNTY ELEC POWER ASSN           | 156 07  |          |
| 223 NEXAIR, LLC                           | 99 19   |          |
| 224 PHILLIP'S HARDWARE                    | 104 28  |          |
| 226 KNOX GROCERY LLC                      | 7 56    |          |
| 227 JIM'S AUTO PARTS, WEST POINT          | 22 98   |          |
| 228 JIM'S AUTO PARTS, WEST POINT          | 4 59    |          |
| 229 JIM'S AUTO PARTS, WEST POINT          | 118 47  |          |
| 230 JIM'S AUTO PARTS, WEST POINT          | 98 21   |          |
| 231 JIM'S AUTO PARTS, WEST POINT          | 20 19   |          |
| 232 JIM'S AUTO PARTS, WEST POINT          | 28 99   |          |
| 233 JIM'S AUTO PARTS, WEST POINT          | 2 30    |          |
| 234 JIM'S AUTO PARTS, WEST POINT          | 57 38   |          |
| 235 JIM'S AUTO PARTS, WEST POINT          | 28 79   |          |
| 236 JIM'S AUTO PARTS, WEST POINT          | 153 32  |          |
| 352 SOUTHERN TELECOMMUNICATIONS           | 30 04   |          |
| 354 WILLIAM R PATTERSON                   | 154 00  |          |
| 356 SILOAM WATER DISTRICT                 | 25 00   |          |
| 371 TERRY'S GARAGE, INC                   | 299 35  |          |
| 372 GEORGE'S TIRE SERVICE                 | 15 30   |          |
| 373 CHICKASAW EQUIPMENT CO                | 4 95    |          |
| 374 IVY SAW & MOWER                       | 44 95   |          |
| 375 IVY SAW & MOWER                       | 24 50   |          |
| *** FUND TOTALS *** 154 DISTRICT 4 ROAD   |         | 2480 60  |
| 237 MARTIN TRUCK & TRACTOR                | 3652 31 |          |
| 239 RACKLEY OIL COMPANY, INC              | 6841 20 |          |
| 242 PHEBA ONE STOP                        | 87 34   |          |
| 244 CARQUEST AUTO PARTS, INC              | 90 65   |          |
| 245 CARQUEST AUTO PARTS, INC              | 5 57    |          |
| 246 CARQUEST AUTO PARTS, INC              | 10 00   |          |
| 247 CARQUEST AUTO PARTS, INC              | 20 28   |          |
| 248 SUN CREEK WATER ASSN                  | 14 00   |          |
| 249 FOUR-COUNTY ELEC POWER ASSN           | 30 52   |          |
| 250 C SPIRE WIRELESS                      | 61 93   |          |
| 251 OILMAN SUPPLY LLC                     | 101 40  |          |
| 253 PHILLIP'S HARDWARE                    | 72 93   |          |
| 254 FOUR-COUNTY ELEC POWER ASSN           | 178 37  |          |
| 350 CARQUEST AUTO PARTS, INC              | 55 59   |          |
| 378 BACCO MATERIALS, INC                  | 1181 79 |          |
| 569 GEORGE'S TIRE SERVICE                 | 478 00  |          |
| 570 PRESTON DOBBS TRUCK SER &             | 66 00   |          |
| *** FUND TOTALS *** 155 DISTRICT 5 ROAD   |         | 12947 88 |
| 103 G & O SUPPLY CO, INC                  | 922 56  |          |
| 106 RACKLEY OIL COMPANY, INC              | 6645 25 |          |
| *** FUND TOTALS *** 161 DISTRICT 1 BRIDGE |         | 7567 81  |
| 169 ROGERS GROUP, INC                     | 698 18  |          |
| 170 FOUR-COUNTY ELEC POWER ASSN           | 30 51   |          |
| 171 HANCOCK EQUIPMENT & OIL CO            | 307 00  |          |
| 175 OILMAN SUPPLY LLC                     | 101 40  |          |
| 176 FOUR-COUNTY ELEC POWER ASSN           | 181 45  |          |
| 177 ORMAN'S WELDING & FAB ,INC            | 142 44  |          |
| 178 MS INDUSTRIAL WASTE DISPOSAL          | 90 64   |          |
| 179 ATMOS ENERGY                          | 20 42   |          |
| 180 JIM'S AUTO PARTS, WEST POINT          | 11 98   |          |

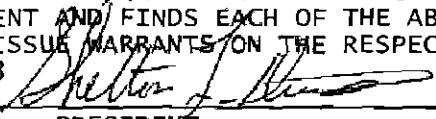
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|     |  |          |           |
|-----|--|----------|-----------|
| 181 | JIM'S AUTO PARTS, WEST POINT                                   | 11 98    |           |
| 182 | JIM'S AUTO PARTS, WEST POINT                                   | 104 97   |           |
| 183 | JIM'S AUTO PARTS, WEST POINT                                   | 31 98    |           |
| 184 | JIM'S AUTO PARTS, WEST POINT                                   | 39 82    |           |
| 185 | JIM'S AUTO PARTS, WEST POINT                                   | 6 80     |           |
| 186 | JIM'S AUTO PARTS, WEST POINT                                   | 11 98    |           |
| 187 | JIM'S AUTO PARTS, WEST POINT                                   | 47 89    |           |
| 188 | JIM'S AUTO PARTS, WEST POINT                                   | 22 76    |           |
| 189 | JIM'S AUTO PARTS, WEST POINT                                   | 44 44    |           |
| 342 | CINTAS   | 31 38    |           |
| 343 | GOLDEN TRIANGLE TIRE SVC LLC                                   | 25 00    |           |
| 344 | PHILLIP'S HARDWARE   | 4 20     |           |
| 355 | GOLDEN TRIANGLE WATER  | 36 48    |           |
| 359 | CITY WATER & LIGHT DEPT  | 2 35     |           |
| 367 | BACCO MATERIALS, INC   | 950 07   |           |
| 368 | PHILLIP'S HARDWARE   | 88       |           |
| 369 | PHILLIP'S HARDWARE   | 12 99    |           |
| 370 | PHILLIP'S HARDWARE   | 12 97    |           |
| 429 | AIRGAS SOUTH   | 124 33   |           |
| 512 | JEFF WILSON  | 100 00   |           |
| *** | FUND TOTALS *** 162 DISTRICT 2 BRIDGE                          |          | 3207 29   |
| 349 | HANCOCK BANK   | 705 31   |           |
| *** | FUND TOTALS *** 163 DISTRICT 3 BRIDGE                          |          | 705 31    |
| 212 | DURACO INDUSTRIES, INC-JACKSON                                 | 409 59   |           |
| 225 | VERONA TRACTOR, INC  | 1487 38  |           |
| 376 | WHITE OIL CO , INC & TIRE CTR                                  | 437 80   |           |
| 377 | WHITE OIL CO , INC & TIRE CTR                                  | 561 55   |           |
| *** | FUND TOTALS *** 164 DISTRICT 4 BRIDGE                          |          | 2896 32   |
| 243 | VICTOR AVANT   | 40 00    |           |
| 252 | TERRY'S GARAGE, INC  | 934 87   |           |
| 324 | TOMMY MILLSAPS   | 70 00    |           |
| 358 | OSWALT BLDG MATERIAL   | 70 17    |           |
| 428 | VICTOR AVANT   | 80 00    |           |
| *** | FUND TOTALS *** 165 DISTRICT 5 BRIDGE                          |          | 1195 04   |
| 100 | ROGERS GROUP, INC  | 31213 59 |           |
| 101 | ROGERS GROUP, INC  | 22505 87 |           |
| 102 | ROGERS GROUP, INC  | 8288 24  |           |
| 105 | BARNES TRUCKING  | 5008 50  |           |
| 366 | BACCO MATERIALS, INC   | 2480 68  |           |
| 522 | ERGON ASPHALT & EMULSIONS                                      | 14614 14 |           |
| 523 | ERGON ASPHALT & EMULSIONS                                      | 14330 13 |           |
| 524 | ERGON ASPHALT & EMULSIONS                                      | 14377 47 |           |
| 612 | PRESTON DOBBS TRUCK SER &                                      | 15840 00 |           |
| *** | FUND TOTALS *** 335 DISTRICT 1 B&I CONSTRUCTION - 2013 ISSUE   |          | 128658 62 |
| 238 | HUNT REFINING COMPANY  | 12873 20 |           |
| 240 | ROGERS GROUP, INC  | 1096 72  |           |
| 241 | HUNT REFINING COMPANY  | 130 00   |           |
| 322 | EDWARDS, STOREY, MARSHALL,                                     | 5000 00  |           |
| 326 | ROGERS GROUP, INC  | 1961 18  |           |
| 327 | ROGERS GROUP, INC  | 1310 40  |           |
| 330 | BETTY S MCNEAL   | 1606 00  |           |
| 410 | PHEBA'S DINER  | 760 65   |           |
| 611 | WEBSTER COUNTY MS  | 15840 00 |           |
| *** | FUND TOTALS *** 360 DISTRICT 5 B & I CONSTRUCTION - 2013 ISSUE |          | 40578 15  |
| 28  | RACKLEY OIL COMPANY, INC                                       | 6221 25  |           |
| 41  | GEORGE'S TIRE SERVICE  | 498 00   |           |
| 42  | GEORGE'S TIRE SERVICE  | 117 30   |           |

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|     |                                |       |    |           |
|-----|--------------------------------|-------|----|-----------|
| 43  | GEORGE'S TIRE SERVICE          | 326   | 40 |           |
| 44  | CARQUEST AUTO PARTS, INC       | 122   | 62 |           |
| 46  | H & O TRUCK & TRAILER REPAIR   | 127   | 03 |           |
| 47  | H & O TRUCK & TRAILER REPAIR   | 281   | 50 |           |
| 48  | H & O TRUCK & TRAILER REPAIR   | 70    | 47 |           |
| 49  | H & O TRUCK & TRAILER REPAIR   | 65    | 95 |           |
| 53  | PHILLIP'S HARDWARE             | 71    | 97 |           |
| 54  | JIM'S AUTO PARTS, WEST POINT   | 69    | 98 |           |
| 312 | PRECISION COMMUNICATIONS, INC  | 764   | 00 |           |
| 319 | DC TIRE AND TRUCK              | 25    | 00 |           |
| 325 | CLAY COUNTY CO-OP              | 35    | 98 |           |
| 404 | SILAM WATER DISTRICT           | 25    | 00 |           |
| 413 | GTR SOLID WASTE MGMT AUTHORITY | 3216  | 03 |           |
| 415 | MCBRAYER QUICK LUBE            | 14    | 95 |           |
| 474 | FOUR-COUNTY ELEC POWER ASSN    | 47    | 63 |           |
| 483 | DC TIRE AND TRUCK              | 15    | 00 |           |
| 496 | GOLDEN TRIANGLE PL & DEV DIST  | 3012  | 47 |           |
| 497 | JIM'S AUTO PARTS, WEST POINT   | 33    | 27 |           |
| 498 | JIM'S AUTO PARTS, WEST POINT   | 4     | 22 |           |
| 499 | PHILLIP'S HARDWARE             | 128   | 70 |           |
| 503 | H & O TRUCK & TRAILER REPAIR   | 104   | 10 |           |
| 597 | WHITE OIL CO , INC & TIRE CTR  | 1578  | 90 |           |
| 613 | BUTCH OUTSTLET FORD            | 25741 | 00 |           |
| *** | FUND TOTALS *** 400 SANITATION |       |    | 42718 72  |
| *** | DOCKET TOTALS ***              |       |    | 608133 45 |

I CERTIFY THAT THE BOARD HAS EXAMINED EACH CLAIM ON THE OCTOBER, 2013 DOCKET AND THE BILLS THEY REPRESENT AND FINDS EACH OF THE ABOVE DUE AND PAYABLE AND DIRECT THE CLERK TO ISSUE WARRANTS ON THE RESPECTIVE FUNDS THIS THE 07TH DAY OF OCTOBER 2013

  
 \_\_\_\_\_  
 PRESIDENT

**Clay County, MS  
Prepays For September 30, 2013**

| <b>Vendor Paid</b>                              | <b>Amount Paid</b>         |
|---|----------------------------|
| Payroll Clearing Account                        | 104 921 73                 |
| Payroll Clearing Account                        | 831 77                     |
| Payroll Clearing Account                        | 238 565 85                 |
| Payroll Clearing Account                        | 2 443 04                   |
| Administrative Office of the Court              | 5 845 24                   |
| American Family Life Insurance Co               | 1,036 25                   |
| Assurity Life Insurance Company                 | 51 00                      |
| Circuit Clerk of Clay County                    | 250 00                     |
| Cadence Bank                                    | 48,444 70                  |
| Calvert-Spradling Engineers                     | 29 687 50                  |
| City of West Point                              | 2 054 59                   |
| Clay County Economic Development Corp           | 3,180 000 00               |
| Clay County School District                     | 128 41                     |
| Colonial Life Insurance Company                 | 52 62                      |
| East Miss Community College                     | 9 976 64                   |
| East Miss Community College                     | 9,708 41                   |
| Guardian Life Insurance Company                 | 4,101 33                   |
| Gloria N Clark                                  | 242 40                     |
| Golden Triangle Crime Stoppers                  | 141 00                     |
| Golden Triangle Planning & Development District | 2 000 00                   |
| Golden Triangle Planning & Development District | 2,000 00                   |
| Harrah's Tunica - Veranda Hotel                 | 50 00                      |
| Hilton Jackson & Conference Center              | 110 00                     |
| MS Judicial College                             | 100 00                     |
| Liberty National Insurance Company              | 2 045 13                   |
| Life Insurance Company of Alabama               | 34 00                      |
| Lisa Perry                                      | 104 33                     |
| Local Government Records Office                 | 1 305 50                   |
| Metro Home Inspection LLC                       | 800 00                     |
| Metro Home Inspection LLC                       | 400 00                     |
| Metro Home Inspection LLC                       | 400 00                     |
| MS Department of Public Safety                  | 967 74                     |
| MS Development Authority                        | 3,300 93                   |
| New York Life Insurance Company                 | 194 04                     |
| Pennsylvania Life Insurance Company             | 112 48                     |
| Perma Corporation                               | 130 963 77                 |
| RNT Rental & Construction                       | 45 083 33                  |
| Robert Avant                                    | 50 833 33                  |
| State Treasurer                                 | 21,166 70                  |
| Thompson Machinery                              | 5,265 00                   |
| Tombigbee River Water Management District       | 6 056 99                   |
| Tombigbee Regional Library                      | 3 876 50                   |
| Vest Bookbinding                                | 2 000 00                   |
| City Water & Light Department                   | 17 438 17                  |
| West Point Schools                              | 5 521 71                   |
| <b>Total</b>                                    | <b><u>3 940 612 13</u></b> |

NO \_\_\_\_\_

**IN THE MATTER OF AUTHORIZING PAYMENT TO THE  
COUNTY'S FLOOD PLAIN COORDINATOR, RANDY JONES**

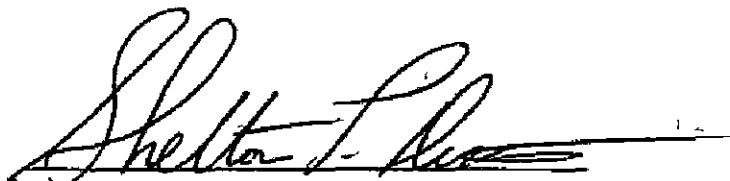
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There came on this day for consideration the matter of authorizing payment to the County's Flood Plain Coordinator, Randy Jones

It appears to this Board that an invoice has been presented for payment as attached hereto as Exhibit "A" for \$ 904 50 for Flood Plain Services completed in August, 2013

After motion by Luke Lummus and second by Lynn Horton this Board doth vote unanimously to authorize payment to Randy Jones for flood plan coordinator services

SO ORDERED, on this the 7th day of October, 2013



President



**Invoice for Clay County Floodplam Administration**  
September 3, 2013 – October 4, 2013

Clay County Board of Supervisors  
Attn: The Honorable Shelton Deanes, President  
P O Box 815, West Point, MS 39773

| ITEM  | HOURS  | *MILEAGE               | TOTAL           |
|---|--|------------------------|-----------------|
| 09/03/13 Conference, research, travel, letter Allison Williamson (Paul Ware) 700 Pine Grove Road, Cedar Bluff, MS 39741                                     | 1 0 @ \$15 00=\$15 00<br>1 0 @ \$30 00=\$30 00 | See Attachment         | \$45 00         |
| 09/06/13 Conference, research, travel letter Billy Shelton & Estes Kin (Mary Smith) 3930 Highway 45A North, West Point, MS 39773                            | 1 0 @ \$15 00=\$15 00<br>1 0 @ \$30 00=\$30 00 | See Attachment         | \$45 00         |
| 09/06/13 Conference research, travel, letter George Wolanek, 7950 Highway 50 West, West Point, MS 39773   | 1 0 @ \$15 00=\$15 00<br>1 0 @ \$30 00=\$30 00 | See Attachment         | \$45 00         |
| 09/10/13 Conference, research, travel, letter Gary Gwathney (Steven Drago) Lower Townsack Road, West Point, MS 9773   | 1 0 @ \$15 00=\$15 00<br>1 5 @ \$30 00=\$45 00 | See Attachment         | \$60 00         |
| 09/10/13 Conference research, travel, letter Marquita Gillespie (Juanita Manning) 3947 Melton Bottom Road, West Point, MS 39773                             | 1 0 @ \$15 00=\$15 00<br>1 0 @ \$30 00=\$30 00 | See Attachment         | \$45 00         |
| 09/15/13 Conference, research, travel letter Archie Murray 5764 Highway 50 East, West Point, MS 39773   | 1 0 @ \$15 00=\$15 00<br>1 0 @ \$30 00=\$30 00 | See Attachment         | \$45 00         |
| 09/15/13 Conference, research, travel, letter Frances Cunningham, (Everett & Mary 138 Quinn) Quinn Drive, West Point, MS 39773                              | 1 0 @ \$15 00=\$15 00<br>0 5 @ \$30 00=\$15 00 | See Attachment         | \$30 00         |
| 09/19/13 Conference research, travel, letter Chris Barker (Elsie Parker) Decker Road, West Point, MS 39773  | 1 0 @ \$15 00=\$15 00<br>1 0 @ \$30 00=\$30 00 | See Attachment         | \$45 00         |
| 09/19/13 Conference, research, travel letter Linda Blutt (Margaret Childs Estate) Herman Shirley Road, West Point, MS 39773                                 | 1 0 @ \$15 00=\$15 00<br>1 0 @ \$30 00=\$30 00 | See Attachment         | \$45 00         |
| 09/20/13 Conference, research, travel letter Amanda Taylor Ewing, 199 Waude Road, West Point, MS 39773  | 1 0 @ \$15 00=\$15 00<br>1 0 @ \$30 00=\$30 00 | See Attachment         | \$45 00         |
| 09/27/13 Conference research travel letter James Miles (Tammy White) 1785 East Church Hill Road, West Point, MS 39773                                       | 1 0 @ \$15 00=\$15 00<br>1 0 @ \$30 00=\$30 00 | See Attachment         | \$45 00         |
| 09/27/13 Conference research, travel letter Charles & Sandra Stack, 572 Pine Grove Road, Cedar Bluff, MS 39741  | 1 0 @ \$15 00=\$15 00<br>0 5 @ \$30 00=\$15 00 | See Attachment         | \$30 00         |
| 10/01/13 Conference, research travel letter Frank James Randle 5933 Lake Grove Road, Prairie, MS 39756  | 1 0 @ \$15 00=\$15 00<br>1 0 @ \$30 00=\$30 00 | See Attachment         | \$45 00         |
| 10/01/13 Conference, research, travel letter Mary K. Buck, 312 Highway 47 West Point, MS 39773  | 1 0 @ \$15 00=\$15 00<br>0 5 @ \$30 00=\$15 00 | See Attachment         | \$30 00         |
| 10/01/13 Conference research, travel, letter Mary Hoskins (Willie Ervin Estate) 1693 West Church Hill Road, West Point, MS 39773                            | 1 0 @ \$15 00=\$15 00<br>1 0 @ \$30 00=\$30 00 | See Attachment         | \$45 00         |
| 10/02/13 Conference, research travel letter Sara Dale (Odell Dale) 1357 North Division Street, West Point, MS 39773   | 1 0 @ \$15 00=\$15 00<br>1 0 @ \$30 00=\$30 00 | See Attachment         | \$45 00         |
| 10/02/13 Conference research travel letter Shirley Tree Farm (William Shirley) 7170 Old Vinton Road, West Point, MS 39773                                   | 1 0 @ \$15 00=\$15 00<br>1 0 @ \$30 00=\$30 00 | See Attachment         | \$45 00         |
| 09/01/13 – 10/04/13 Driving time copies for Board of Supervisors Tax Assessor Property Owners MEMA, preparation for CRS and prepare reports for Supervisors | 4 1 @ \$15 00=\$61 50<br>2 0 @ \$30 00=\$60 00 | 120 0 @ \$0 40=\$48 00 | \$169 50        |
| <b>TOTALS</b>   | <b>\$856.50</b>                                | <b>\$48 00</b>         | <b>\$904.50</b> |

Driving time for county floodplam administration billed at half technical/research rate Copies of correspondence research and letters are attached

Respectfully Submitted



Randolph W Jones, Manager  
RWJ Consulting, LLC

303  
**Thank You!**

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

**IN THE MATTER OF AUTHORIZING PAYMENT TO CALVERT SPRADLING  
ENGINEERS FOR ENGINEERING SERVICES ON THE TEMPORARY WATER LINE  
PROJECT**

---

There came on this day for consideration the matter of authorizing payment to Calvert Spradling Engineers for Engineering Services on the Temporary Water Line Project

After motion by Lynn Horton and second by Luke Lummus this Board doth vote unanimously to authorize to pay \$29,037 03 to Calvert Spradling Engineers for Engineering Services on the Temporary Water Line Project as attached hereto as Exhibit A

SO ORDERED this the 7<sup>th</sup> day of October, 2013



President

**Contractor's Application for Payment No**

2 FINAL

|  |  |  |
|--|--|--|
| Application Period Jul 13                      |  | Application Date 7/25 2013                   |
| To (Owner)<br>Clay County Board of Supervisors | From (Contractor)<br>Perma Corporation | Via (Engineer)<br>Calvert Spndling Engineers |
| Project<br>Triathlon Temporary Water Line      | Contract                               |  |
| Owner's Contract No                            | Contractor's Project No<br>1338        | Engineer's Project No<br>212153              |

**Application For Payment  
Change Order Summary**


| Approved Change Orders         |             |             |
|--------------------------------|-------------|-------------|
| Number                         | Additions   | Deductions  |
| 1                              | \$21 049 80 |             |
| 2                              |             |             |
|                                |             |             |
|                                |             |             |
|                                |             |             |
|                                |             |             |
|                                |             |             |
|                                |             |             |
|                                |             |             |
| TOTALS                         | \$21 049 80 |             |
| NET CHANGE BY<br>CHANGE ORDERS |             | \$21 049 80 |

|   |               |
|---|---------------|
| 1 ORIGINAL CONTRACT PRICE   | \$ 138,951 00 |
| 2 Net change by Change Orders   | \$ 21,049.80  |
| 3 Current Contract Price (Line 1 + 2)   | \$ 160,000 80 |
| 4 TOTAL COMPLETED AND STORED TO DATE<br>(Column F on Progress Estimate)               | \$ 160,000 80 |
| 5 RETAINAGE   |               |
| a X \$160,000 80 Work Completed   | \$            |
| b X _____ Stored Material   | \$            |
| c Total Retainage (Line 5a + Line 5b)   | \$            |
| 6 AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)  | \$ 160,000 80 |
| 7 LESS PREVIOUS PAYMENTS (Line 6 from prior Application)                              | \$ 130,963 77 |
| 8 AMOUNT DUE THIS APPLICATION   | \$ 29,037 03  |
| 9 BALANCE TO FINISH, PLUS RETAINAGE<br>(Column G on Progress Estimate + Line 5 above) | \$            |

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**Contractor's Certification**

The undersigned Contractor certifies that to the best of its knowledge (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment (2) title of all Work materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances) and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective

By:  Date: 7/31/13

Payment of \$ \$ 29,037 03  
(Line 8 or other attach explanation of the other amount)

is recommended by Robert Z. Calvert 8/7/2013  
(Engineer) (Date)

Payment of \$ \_\_\_\_\_  
(Line 8 or other attach explanation of the other amount)

is approved by \_\_\_\_\_ (Date)  
(Owner)

Approved by \_\_\_\_\_ (Date)  
Funding Agency (if applicable)

# Progress Estimate

Triathlon Temporary Water Line  
 White Station Water Association Inc  
 Clay County Board of Supervisors

Contractor Perma Corporation  
 Perma Job No 1338

# Contractor's Application

Pay Application No 2 FINAL

Application Period Jul 13

Pay Application Date 7/25/2013

| Line Item | Description                                       | Bid Quantity | Unit | Unit Price  | Scheduled Value | Previous Quantity | Previous Cost | Quantity This Period | Cost This Period | Quantity To Date | Cost To Date |
|-----------|---|--------------|------|-------------|-----------------|-------------------|---------------|----------------------|------------------|------------------|--------------|
| 01        | 8' PVC Main (SDR21, PR200)                        | 10,340 00    | LF   | \$8 20      | \$84,788 00     | 10,269 00         | \$84,205 80   | 0 00                 | \$0 00           | 10,269 00        | \$84,205 80  |
| 02        | 4' PVC Main (SDR 21, PR200)                       | 200 00       | LF   | \$4 30      | \$860 00        | 133 00            | \$571 90      | 0 00                 | \$0 00           | 133 00           | \$571 90     |
| 03        | 12' Steel Casing (O C )                           | 60 00        | LF   | \$51 50     | \$3,090 00      | 60 00             | \$3,090 00    | 0 00                 | \$0 00           | 60 00            | \$3,090 00   |
| 04        | 8' Steel Casing (O C )                            | 60 00        | LF   | \$37 00     | \$2,220 00      | 60 00             | \$2,220 00    | 0 00                 | \$0 00           | 60 00            | \$2,220 00   |
| 05        | 10' HDPE 4710PE DR11 Directional Bore             | 260 00       | LF   | \$48 00     | \$12,480 00     | 260 00            | \$12,480 00   | 320 00               | \$15,360 00      | 580 00           | \$27,840 00  |
| 06        | 8' Gate Valve and Box                             | 3 00         | EA   | \$1,100 00  | \$3,300 00      | 3 00              | \$3,300 00    | 0 00                 | \$0 00           | 3 00             | \$3,300 00   |
| 07        | Fire Hydrant with 6" G V and Box                  | 2 00         | EA   | \$2,975 00  | \$5,950 00      | 2 00              | \$5,950 00    | 0 00                 | \$0 00           | 2 00             | \$5,950 00   |
| 08        | Tap to Existing 6' Line w/ T S and 8' G V and Box | 1 00         | EA   | \$2,300 00  | \$2,300 00      | 1 00              | \$2,300 00    | 0 00                 | \$0 00           | 1 00             | \$2,300 00   |
| 09        | Fittings  | 360 00       | LB   | \$8 20      | \$2,952 00      | 360 00            | \$2,952 00    | 431 00               | \$3,534 20       | 791 00           | \$6,486 20   |
| 10        | Erosion Control                                   | 10,540 00    | LF   | \$0 90      | \$9,486 00      | 10,291 00         | \$9,261 90    | 0 00                 | \$0 00           | 10,291 00        | \$9,261 90   |
| 11        | 3' Master Meter Assembly                          | 1 00         | LS   | \$11,525 00 | \$11,525 00     | 1 00              | \$11,525 00   | 0 00                 | \$0 00           | 1 00             | \$11,525 00  |
| 12        | 4" Gate Valve & Box                               | 0 00         | EA   | \$650 00    | \$0 00          | 0 00              | \$0 00        | 2 00                 | \$1,300 00       | 2 00             | \$1,300 00   |
| 13        | Meter Box for Strainer                            | 0 00         | EA   | \$300 00    | \$0 00          | 0 00              | \$0 00        | 1 00                 | \$300 00         | 1 00             | \$300 00     |
| 14        | Remove Concrete Slab & Replace w/ Crushed Stone   | 0 00         | LS   | \$1,650 00  | \$0 00          | 0 00              | \$0 00        | 1 00                 | \$1,650 00       | 1 00             | \$1,650 00   |

Totals

\$138,951 00

\$137,856 60

\$22,144 20

\$160,000 80

992

**Progress Estimate**

**Contractor's Application**

| For (contract)           |   | Triathlon Temporary Water Line |                                 | Application Number |  | FINAL  |           |                           |
|--------------------------|---|--------------------------------|---------------------------------|--------------------|--|--|-----------|---------------------------|
| Application Period       |   | Jul 13                         |                                 | Application Date   |  | 7/25/2013                                      |           |                           |
| A                        |   | B                              | Work Completed                  |                    | E  | F  |           | G                         |
| Item                     |   | Scheduled Value                | C                               |                    | Materials Presently Stored (not in C or D) | Total Completed and Stored to Date (C + D + E) | % (E) / B | Balance to Finish (B - F) |
| Specification Section No | Description   |                                | From Previous Application (C+D) | This Period        |  |  |           |                           |
| 01                       | 8" PVC Main (SDR 21 PR 200)                                   | \$84,788.00                    | \$84,705.80                     |                    |  | \$84,705.80                                    | 99.3%     | \$82.20                   |
| 02                       | 4" PVC Main (SDR 21 PR 200)                                   | \$860.00                       | \$571.90                        |                    |  | \$571.90                                       | 66.5%     | \$288.10                  |
| 03                       | 12" Steel Casing (O.C.)                                       | \$3,090.00                     | \$3,090.00                      |                    |  | \$3,090.00                                     | 100.0%    |                           |
| 04                       | 8" Steel Casing (O.C.)  | \$7,720.00                     | \$7,720.00                      |                    |  | \$7,720.00                                     | 100.0%    |                           |
| 05                       | 10" HDPE 4710PE DR11 Directional Bore                         | \$12,480.00                    | \$12,480.00                     |                    |  | \$7,840.00                                     | 73.1%     | (\$15,360.00)             |
| 06                       | 8" Gate Valve and Box   | \$3,300.00                     | \$3,300.00                      |                    |  | \$3,300.00                                     | 100.0%    |                           |
| 07                       | Fire Hydrant with 6" G.V. and Box                             | \$5,950.00                     | \$5,950.00                      |                    |  | \$5,950.00                                     | 100.0%    |                           |
| 08                       | Tap to Existing 6" Line w/ Tapping Sleeve and 8" G.V. and Box | \$2,300.00                     | \$2,300.00                      |                    |  | \$2,300.00                                     | 100.0%    |                           |
| 09                       | Fittings  | \$2,952.00                     | \$2,952.00                      |                    |  | \$6,486.70                                     | 197.7%    | (\$3,534.70)              |
| 10                       | Erosion Control   | \$9,486.00                     | \$9,761.90                      |                    |  | \$9,761.90                                     | 97.6%     | \$724.10                  |
| 11                       | 3" Master Meter Assembly                                      | \$11,525.00                    | \$11,525.00                     |                    |  | \$11,525.00                                    | 100.0%    |                           |
| 12                       | 4" Gate Valve & Box   |                                |                                 |                    |  | \$1,300.00                                     | #DIV/0!   | (\$1,300.00)              |
| 13                       | Water Box for Strainer  |                                |                                 |                    |  | \$300.00                                       | #DIV/0!   | (\$300.00)                |
| 14                       | Remove Concrete Slab & Replace w/ Crushed Stone               |                                |                                 |                    |  | \$1,650.00                                     | #DIV/0!   | (\$1,650.00)              |
| <b>Totals</b>            |   | <b>\$138,951.00</b>            | <b>\$137,856.60</b>             | <b>\$22,144.20</b> |  | <b>\$160,008.80</b>                            |           | <b>(\$21,049.80)</b>      |

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### Contractor's Application for Payment No

2 FINAL

|   |   |  |
|---|---|--|
|   | Application Period<br>Jul 13                  | Application Date<br>7/25/2013                        |
| To (Owner)<br><b>Clay County Board of Supervisors</b> | From (Contractor)<br><b>Perma Corporation</b> | Via (Engineer)<br><b>Calvert Spradling Engineers</b> |
| Project<br><b>Triathlon Temporary Water Line</b>      | Contract                                      |  |
| Owner's Contract No                                   | Contractor's Project No<br><b>1338</b>        | Engineer's Project No<br><b>212153</b>               |

**Application For Payment  
Change Order Summary**

| Approved Change Orders                 |                    |            |
|--|--------------------|------------|
| Number                                 | Additions          | Deductions |
| 1                                      | \$21,049.80        |            |
| 2                                      |                    |            |
|  |                    |            |
|  |                    |            |
|  |                    |            |
|  |                    |            |
|  |                    |            |
|  |                    |            |
| <b>TOTALS</b>                          | \$21,049.80        |            |
| <b>NET CHANGE BY<br/>CHANGE ORDERS</b> | <b>\$21,049.80</b> |            |

|  |  |                      |
|--|--|----------------------|
| 1 ORIGINAL CONTRACT PRICE  |  | \$ <u>138,951.00</u> |
| 2 Net change by Change Orders  |  | \$ <u>21,049.80</u>  |
| 3 Current Contract Price (Line 1 ± 2)  |  | \$ <u>160,000.80</u> |
| 4 TOTAL COMPLETED AND STORED TO DATE<br>(Column F on Progress Estimate)              |  | \$ <u>160,000.80</u> |
| 5 RETAINAGE  |  |                      |
| a X <u>\$160,000.80</u> Work Completed   |  | \$ _____             |
| b X _____ Stored Material  |  | \$ _____             |
| c Total Retainage (Line 5a + Line 5b)  |  | \$ _____             |
| 6 AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)   |  | \$ <u>160,000.80</u> |
| 7 LESS PREVIOUS PAYMENTS (Line 6 from prior Application)                             |  | \$ <u>130,963.77</u> |
| 8 AMOUNT DUE THIS APPLICATION  |  | \$ <u>29,037.03</u>  |
| 9 BALANCE TO FINISH PLUS RETAINAGE<br>(Column G on Progress Estimate + Line 5 above) |  | \$ _____             |

268

**Contractor's Certification**

The undersigned Contractor certifies that to the best of its knowledge (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment (2) title of all Work materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances) and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: Date: 7/31/13

Payment of \$ 29,037.03  
(Line 8 or other attach explanation of the other amount)

is recommended by Robert L. Calvert 8/7/2013  
(Engineer) (Date)

Payment of \$ \_\_\_\_\_  
(Line 8 or other attach explanation of the other amount)

is approved by \_\_\_\_\_  
(Owner) (Date)

Approved by \_\_\_\_\_  
Funding Agency (if applicable) (Date)

# Progress Estimate

Triathlon Temporary Water Line  
 White Station Water Association Inc  
 Clay County Board of Supervisors

Contractor Perma Corporation  
 Perma Job No 1338

# Contractor's Application

Pay Application No 2 - FINAL

Application Period Jul 13

Pay Application Date 7/25/2013

| Line Item | Description                                      | Bid Quantity | Unit | Unit Price  | Scheduled Value | Previous Quantity | Previous Cost | Quantity This Period | Cost This Period | Quantity To Date | Cost To Date |
|-----------|--|--------------|------|-------------|-----------------|-------------------|---------------|----------------------|------------------|------------------|--------------|
| 01        | 8" PVC Main (SDR21, PR200)                       | 10,340 00    | LF   | \$8 20      | \$84,788 00     | 10,269 00         | \$84,205 80   | 0 00                 | \$0 00           | 10,269 00        | \$84,205 80  |
| 02        | 4" PVC Main (SDR 21, PR200)                      | 200 00       | LF   | \$4 30      | \$860 00        | 133 00            | \$571 90      | 0 00                 | \$0 00           | 133 00           | \$571 90     |
| 03        | 12" Steel Casing (O C)                           | 60 00        | LF   | \$51 50     | \$3,090 00      | 60 00             | \$3,090 00    | 0 00                 | \$0 00           | 60 00            | \$3,090 00   |
| 04        | 8' Steel Casing (O C)                            | 60 00        | LF   | \$37 00     | \$2,220 00      | 60 00             | \$2,220 00    | 0 00                 | \$0 00           | 60 00            | \$2,220 00   |
| 05        | 10" HDPE 4710PE DR11 Directional Bore            | 260 00       | LF   | \$48 00     | \$12,480 00     | 260 00            | \$12,480 00   | 320 00               | \$15,360 00      | 580 00           | \$27,840 00  |
| 06        | 8' Gate Valve and Box                            | 3 00         | EA   | \$1,100 00  | \$3,300 00      | 3 00              | \$3,300 00    | 0 00                 | \$0 00           | 3 00             | \$3,300 00   |
| 07        | Fire Hydrant with 6" G V and Box                 | 2 00         | EA   | \$2,975 00  | \$5,950 00      | 2 00              | \$5,950 00    | 0 00                 | \$0 00           | 2 00             | \$5,950 00   |
| 08        | Tap to Existing 6 Line w/ T S and 8" G V and Box | 1 00         | EA   | \$2,300 00  | \$2,300 00      | 1 00              | \$2,300 00    | 0 00                 | \$0 00           | 1 00             | \$2,300 00   |
| 09        | Fittings   | 360 00       | LB   | \$8 20      | \$2,952 00      | 360 00            | \$2,952 00    | 431 00               | \$3,534 20       | 791 00           | \$6,486 20   |
| 10        | Erosion Control                                  | 10,540 00    | LF   | \$0 90      | \$9,486 00      | 10,291 00         | \$9,261 90    | 0 00                 | \$0 00           | 10,291 00        | \$9,261 90   |
| 11        | 3" Master Meter Assembly                         | 1 00         | LS   | \$11,525 00 | \$11,525 00     | 1 00              | \$11,525 00   | 0 00                 | \$0 00           | 1 00             | \$11,525 00  |
| 12        | 4" Gate Valve & Box                              | 0 00         | EA   | \$650 00    | \$0 00          | 0 00              | \$0 00        | 2 00                 | \$1,300 00       | 2 00             | \$1,300 00   |
| 13        | Meter Box for Strainer                           | 0 00         | EA   | \$300 00    | \$0 00          | 0 00              | \$0 00        | 1 00                 | \$300 00         | 1 00             | \$300 00     |
| 14        | Remove Concrete Slab & Replace w/ Crushed Stone  | 0 00         | LS   | \$1,650 00  | \$0 00          | 0 00              | \$0 00        | 1 00                 | \$1,650 00       | 1 00             | \$1,650 00   |

Totals

\$138 951 00

\$137 856 60

\$22 144 20

\$160 000 80

269

# Progress Estimate

# Contractor's Application

| For (contract)           |   | Triathlon Temporary Water Line |                                 | Application Number |  | 7 FINAL  |          |                           |
|--------------------------|---|--------------------------------|---------------------------------|--------------------|--|--|----------|---------------------------|
| Application Period       |   | Jul 13                         |                                 | Application Date   |  | 7/25/2013                                      |          |                           |
| A                        |   | B                              | Work Completed                  |                    | E  | F  |          | G                         |
| Item                     |   | Scheduled Value                | C                               |                    | Materials Presently Stored (not in C or D) | Total Completed and Stored to Date (C + D + E) | %/ (E) B | Balance to Finish (B - F) |
| Specification Section No | Description   |                                | From Previous Application (C+D) | This Period        |  |  |          |                           |
| 01                       | 8" PVC Main (SDR 21 PR 200)                                   | \$84,788.00                    | \$84,705.80                     |                    |  | \$84,705.80                                    | 99.3%    | \$587.20                  |
| 02                       | 4" PVC Main (SDR 21 PR 200)                                   | \$860.00                       | \$571.90                        |                    |  | \$571.90                                       | 66.5%    | \$288.10                  |
| 03                       | 12" Steel Casing (O.C.)                                       | \$3,090.00                     | \$3,090.00                      |                    |  | \$3,090.00                                     | 100.0%   |                           |
| 04                       | 8" Steel Casing (O.C.)  | \$2,770.00                     | \$2,770.00                      |                    |  | \$2,770.00                                     | 100.0%   |                           |
| 05                       | 10" HDPE 4710PE DR11 Directional Bore                         | \$12,480.00                    | \$12,480.00                     |                    |  | \$12,480.00                                    | 100.0%   |                           |
| 06                       | 8" Gate Valve and Box   | \$3,300.00                     | \$3,300.00                      |                    |  | \$3,300.00                                     | 100.0%   |                           |
| 07                       | Fire Hydrant with 6" G.V. and Box                             | \$5,950.00                     | \$5,950.00                      |                    |  | \$5,950.00                                     | 100.0%   |                           |
| 08                       | Tap to Existing 6" Line w/ Tapping Sleeve and 8" G.V. and Box | \$2,300.00                     | \$2,300.00                      |                    |  | \$2,300.00                                     | 100.0%   |                           |
| 09                       | Fittings  | \$2,957.00                     | \$2,957.00                      |                    |  | \$2,957.00                                     | 100.0%   |                           |
| 10                       | Erosion Control   | \$9,486.00                     | \$9,461.90                      |                    |  | \$9,461.90                                     | 97.6%    | \$24.10                   |
| 11                       | 3" Master Meter Assembly                                      | \$11,525.00                    | \$11,525.00                     |                    |  | \$11,525.00                                    | 100.0%   |                           |
| 12                       | 4" Gate Valve & Box   |                                |                                 | \$1,300.00         |  | \$1,300.00                                     | #DIV/0!  | (\$1,300.00)              |
| 13                       | Meter Box for Strainer  |                                |                                 | \$300.00           |  | \$300.00                                       | #DIV/0!  | (\$300.00)                |
| 14                       | Remove Concrete Slab & Replace w/ Crushed Stone               |                                |                                 | \$1,650.00         |  | \$1,650.00                                     | #DIV/0!  | (\$1,650.00)              |
| <b>Totals</b>            |   | <b>\$138,941.00</b>            | <b>\$137,886.60</b>             | <b>\$22,144.20</b> |  | <b>\$160,000.80</b>                            |          | <b>(\$21,049.80)</b>      |

270



NO \_\_\_\_\_

**IN THE MATTER OF APPROVING AND AUTHORIZING THE PRESIDENT TO  
EXECUTE THE RECREATIONAL VEHICLE (RV) PARK ORDINANCE FOR CLAY  
COUNTY MS**

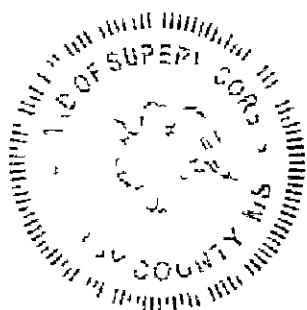
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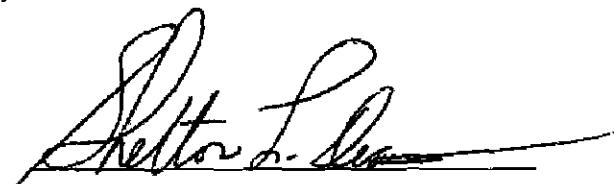
There came on this day for consideration the matter of approving and authorizing the President to execute the Recreational Vehicle (RV) Park ordinance for Clay County MS

It appears to this Board as attached hereto as Exhibit A is the final draft of the RV Park ordinance that has been diligently worked on since August of this year and was presented to the public at a public hearing held on Thursday, September 26, 2013 at 10 00 at the Clay County Courthouse for the public to voice any concerns or comments about the said ordinance

After motion by Luke Lummus and seconded by Lynn Horton this Board doth vote unanimously to approve and authorize the President to execute the said Recreational Vehicle (RV) Park Ordinance as attached hereto as Exhibit A

SO ORDERED this the 7<sup>th</sup> day of October, 2013



  
President

**AN ORDINANCE ADOPTED BY THE CLAY COUNTY BOARD OF SUPERVISORS  
GOVERNING THE ESTABLISHMENT OF RECREATIONAL VEHICLE (RV) PARKS**

**ARTICLE 1**

**1 1 PURPOSE**

The purposes of this Ordinance are to

- A Preserve and promote the public health, safety and general welfare of the inhabitants of Clay County and to encourage and facilitate the orderly growth and development of the County The regulations set forth in this Ordinance shall be applicable within the unincorporated areas of Clay County
- B Provide commercial rental parking spaces and sites for recreational vehicles (RVs), including motor homes, travel trailers, pick-ups, campers, and tent trailers
- C Provide goods and services customarily needed by occupants of the park
- D Assure reasonable standards for the development of facilities for the occupancy of recreational vehicles on a temporary basis, ranging from short overnight stops to longer destination-type stays of several days or an indefinite period, if temporarily working within Clay County

**ARTICLE 2**

**2 1 DEFINITIONS**

- A Recreational Vehicle/Trailer – Any prefabricated trailer or self-contained motor coach with design for human habitation capable of providing its own utility accommodations or capable of interconnecting with external utility infrastructure
- B RV Park – Any single tract of land developed for more than five (5) recreation vehicles Subsequent use of the term RV applies to all categories mention herein
- C Building Inspector – Such person as designated by the Clay County Board of Supervisors to carry out the duties of the “Building Inspector” as designated in this Ordinance It is anticipated that an inter-local agreement will be in existence between the City of West Point and Clay County MS agreeing to the County utilizing the personnel in the City of West Point’s Building Inspector’s office to administer and enforce the County’s RV ordinance However, the Clay County Board of Supervisors may designate any other person from time to time to carry out such duties

## **ARTICLE 3**

### **3 1 DESIGN STANDARDS**

Preliminary plans shall be drawn at a scale of not more than two hundred (200) feet to the inch and shall show the following

- A Title information including the name of the park, name of developer, and scale
- B A vicinity map showing the relationship of all internal access roads and the relationship to major roads
- C The area and dimension of the tract of land
- D The number, location, and size of all RV sites
- E The location of service buildings and other proposed structures
- F The location, size, scope, and other applicable data on water and sewer lines
- G If a private sewage collection and disposal system is used, plans and specifications approved by the Mississippi Department of Environmental Quality must be submitted
- H Adequate parking spaces and traffic flow for private vehicles of the renters

### **3 2 Review of Preliminary Plans**

After preliminary plans for a RV Park has been submitted, the Building Inspector shall review the plans. If the plans are in compliance with this Ordinance, the Building Inspector shall issue a permit to allow the plan to be implemented. Should the Inspector find deficiencies, he shall notify the developer of the park to correct such deficiencies. The intent of the permit is to enable the execution of the plan in the field and should not be construed to entitle the developer to offer spaces for rent or lease to operate the park as defined in this ordinance. All field work shall be in accordance with the approved plans and it shall be the responsibility of the developer to inform the Building Inspector about progress of efforts so timely inspections can be completed. Upon completion of the park, the developer shall contact the Building Inspector for an inspection. Upon finding the park to be completed according to the approved plans, the Building Inspector shall issue a certificate of compliance allowing the rental of RV spaces in the park. Upon reasonable advance notice to the park owner, The Building Inspector shall have authority to make such subsequent inspections as may be necessary to insure continued compliance by the park owner.

- A **Minimum Park Area** - The minimum size of an RV park shall be three (3) acres, and certified by a licensed survey

- B Rental Space Size** – Minimum rental space size for those spaces having utility hookups shall be four hundred fifty (450) square feet. Minimum rental space size shall not include any area required for access roads, off-street parking, service buildings, recreation areas, office and similar RV park needs. The boundaries of each RV space shall be delineated by suitable permanent markers in such a way that the boundaries of any space can be readily ascertained. Each site design plan shall have a drawing of the site which must be approved.
- C Rental Pads** – Each site shall be marked and numbered for identification and shall meet all requirements of this code. All spaces shall be equipped with a surfaced area of not less than ten feet by forty feet, containing hookups for water, sewer, and electricity. Surfacing shall consist of gravel, asphalt, or concrete. Where provided, each RV unit shall be parked entirely on the surfaced area so that no part thereof obstructs any roadway or walkway within the RV Park.
- D Setback Requirements** - Each rental space shall meet the following minimum setback requirements:
- 1 Seventy Five (75) feet when abutting a county, state, or federal highway or other designated public right of way
  - 2 Fifty (50) feet when abutting a public right-of-way other than "1 " Above
  - 3 Fifty (50) feet when abutting any property line other than "1 " Or "2 " Above
  - 4 There shall be a minimum distance of fifteen (15) feet between RV units parked side by side
  - 5 There shall be a minimum distance of ten (10) feet between RV units parked end to end
  - 6 There shall be a minimum distance of twenty (20) feet between any RV space and any building
- E Streets & Roads** – Streets or roadways and parking areas within the RV Park shall be designed to provide safe and convenient access to all spaces and to facilities for common use by park occupants, and shall be constructed and maintained to allow free movement of emergency and service vehicles at all times, and shall be graded to drain and surfaced with gravel, asphalt, or concrete. The design of which shall be approved by the Building Inspector, to maintain proper drainage and minimize dust. All interior roadways shall be at least twenty-four feet in width for two-way traffic, and at least sixteen feet in width for one-way traffic. All curves in roadways will be of sufficient size to accommodate emergency vehicles.
- F Frontage** – All spaces shall have a minimum frontage of twenty-five feet along interior roadway. Any accessory uses such as attached awnings, steps, or slide-outs shall be considered part of the RV.

- G Utilities** – All utilities shall be placed underground and approved by the Building Inspector
- H Water Supply** – An accessible, adequate, and potable supply of water under pressure shall be provided by in every RV Park. The water supply shall be connected to the City of West Point or a MDEQ/Mississippi Department of Health certified water system and installed to all applicable standards. All Plans and specifications shall be submitted with the permit request. Each rental space shall be equipped with one water outlet to provide connection for the RV
- 1 **Sanitary Sewer** – All rental spaces shall be equipped with a hookup to an approved sewage system by way of a branch line and riser pipe at least four inches inside diameter. The riser cap shall be capped with a watertight cap or plug when not in use. Sanitary sewage systems shall be installed in compliance with the State Health Department, MS Department of Environmental Equality, and the rules and regulations of the City of West Point code. All plumbing in the RV Park shall comply with state and local regulations
  - 2 **Electricity** – All rental spaces shall be equipped with an electrical outlet supplying at least 110 volts 30 amps, or 220 volts 50 amps, installed in accordance with applicable state electrical codes to provide normal RV electrical connections
- I Lighting** - Any light used to illuminate signs, parking areas, or for any other purpose shall be non-glaring, energy efficient, and so arranged as to confine direct light beams to the lighted property by appropriate directional hooding
- J Refuse Disposal** – The storage, collection and disposal of refuse shall be performed so as to minimize accidents, fire hazards, air pollution, odors, insects, rodents, or other nuisance conditions. All refuse containers shall have an animal-proof lid and shall be maintained in a clean and sanitary condition. Garbage and refuse shall be disposed of in such a manner to control flies, rodents, and odors. Any refuse facility shall be in a centralized enclosed storage facility. Adequate refuse collection and removal shall be the responsibility of the park owner and the park owner must provide proof of a contract with a certified waste removal company
- K Fire protection** – At the discretion of the RV Park owners, fire hydrants may be installed in the RV Park in accordance with state statutes. All buildings within the RV Park shall be equipped with fire extinguishing equipment in good working order of such type, size, and number as prescribed by the Fire Department
- L Structural Additions** – Temporary structures such as canvas awnings, screened enclosures, or platforms, which are normal camping equipment, may be erected but

must be removed when the rental space is vacated. No other structural additions shall be built onto or become a part of any RV.

**M Storage Sheds** – Storage sheds may be allowed at the park owner’s discretion.

**N Fires** – Fires shall be made only in stoves and other equipment intended for such purposes and placed in safe and convenient locations, where they will not constitute fire hazards to vegetation, undergrowth, trees, and RVs. No open fires are allowed.

**O Buffer Area** – the required buffer area shall be a minimum of twenty (20) feet in depth within all boundaries or public road. No building, structure or refuse-disposal area shall be located within a buffer area, except a sign, fence, or wall that does not diminish the buffer zone.

**P Registration of occupants** – It shall be the responsibility of the owner or manager of the RV Park to keep a current record of the names and addresses of the owners and/or occupants of each RV space, the make, model, year and license number of each RV and motor vehicle by which it is towed, the state, territory, or country issuing such licenses, and the arrival and departure dates of each occupant. Records of the park owner must be made available for inspection to all appropriate agencies whose duties necessitate access for inspection, law enforcement, mail and parcel deliveries, and accommodate 911 emergency responses. Further, the park owner shall notify the Tax Assessor within ten (10) days of any change in ownership of the park, and shall furnish the name, address and telephone number of such new owner.

**Q Guest Parking** – there shall be provided guest parking in each RV Park at the ratio of one parking space for each five RV sites within the park.

**R Swimming Pools** – Swimming pools, if provided, shall be operated, maintained and used in compliance with recommendations and requirements of the Mississippi Department of Health’s regulations and standards.

#### **ARTICLE 4**

##### **4.1 ESTABLISHMENT OF A RECREATIONAL VEHICLE PARK**

RV Parks may be established on any single tract of land consisting three (3) acres or more, held in single ownership or unified control provided that the applicant provides

- A Evidence that he or she is a bonded licensed construction contractor or has a notarized contract with a bonded licensed construction contractor for development of the park.
- B That the site is in conformance with sound planning principles and the land use plan for that area, as set forth in the general plan.

- C That the site has an acceptable relationship to the major thoroughfare plan of the county, and is accessible to recreational vehicles without causing unnecessary disruption of traffic flows
- D That the proposed RV Park will not overload utility and drainage facilities
- E No part of any RV Park shall be used for the parking or storage of heavy equipment or trucks exceeding one-ton capacity nor home occupation or business shall be operated from an RV Park
- F An approved testament from the appropriate state or county traffic enforcement agency that entry and exit from the site is compliant with the National Highway Traffic and Safety Administration standards
- G A responsible caretaker, owner, or manager shall be placed in charge of an RV Park to keep all grounds, facilities and equipment in a clean, orderly, and sanitary condition, and shall be answerable to the owner for any violation of the provisions of this or any other ordinance

## **ARTICLE 5**

### **5 1 REQUIREMENTS AND PROCEDURES**

The owner of a RV Park, or an expansion thereof, shall make a written application for a permit to the Clay County Tax Assessor's Office, pursuant to this ordinance and the Clay County Flood Damage Prevention Ordinance

## **ARTICLE 6**

### **6 1 DEVELOPMENT OF PARK NEAR EXISTING RESIDENCE**

In the event a RV Park is developed within one hundred (100) feet of an existing residence and is not already, in the judgment of the Building Inspector, sufficiently screened by existing foliage or trees, a plan shall be designed to screen the park from such adjacent residence by means of privacy fence or walls, at least six feet in height, or by means of hedges or other landscaping or other foliage. All fences should have the finished side facing the adjacent property. All grass, hedges, and landscaping shall be maintained and kept neatly trimmed and pruned. However, this provision may be waived by the affected adjoining landowner(s). To be effective, such waiver must be in writing, signed by all owners of such adjoining affected property with all signatures properly notarized, contain a valid legal description of the affected property, and such waiver must be recorded in the land records of Clay County, Mississippi.

**ARTICLE 7**

**7 1 PENALTIES**

Penalties for each violation of this ordinance shall be punishable by a misdemeanor and fine not to exceed \$1,000 00

**ARTICLE 8**

**EFFECTIVE UPON PASSAGE**

The County anticipates a significant influx of temporary workers due to the construction of the Yokohama Tire Company plant in Clay County, Mississippi. Construction is scheduled to commence shortly, and the influx of temporary workers has begun. Such workers will need housing, and it is vital that this ordinance become effective immediately to give developers an opportunity to begin plans and construction of RV parks to accommodate those workers who will reside in an RV during the construction of such plant. Accordingly, this ordinance shall become effective immediately upon passage for the preservation of the public health, safety and general welfare.

SO ORDERED on this the 7<sup>th</sup> day of October, 2013

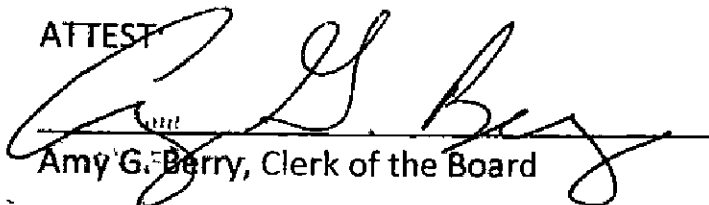
CLAY COUNTY BOARD OF SUPERVISORS

BY



Shelton Deanes, President

ATTEST



Amy G. Berry, Clerk of the Board

(SEAL)

2013 OCT 7 11:00 AM



NO \_\_\_\_\_

**IN THE MATTER OF APPROVING THE INTER LOCAL COOPERATIVE  
AGREEMENT BETWEEN CLAY COUNTY MS AND THE CITY OF WEST POINT  
BUILDING INSPECTION DEPARTMENT TO PROVIDE ADMINISTRATIVE,  
INSPECTION AND COMPLIANCE SERVICES FOR RECREATIONAL VEHICLE  
PARK ORDINANCE**

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There came on this day for consideration the matter of approving the inter local cooperative agreement between Clay County MS and the City of West Point Building Inspection Department to provide administrative, inspection, and compliance services for the recreational vehicle park ordinance

After motion by Luke Lummus and seconded by Lynn Horton, the President called for a vote from each Board member present and the results were as follows

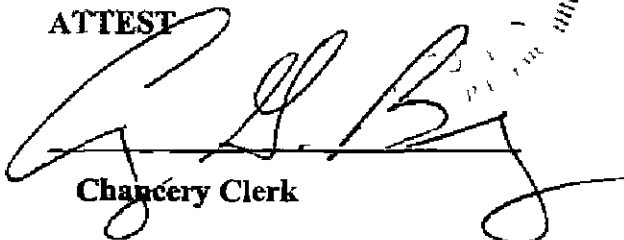
Supervisor Horton    **AYE**  
Supervisor Lummus   **AYE**  
Supervisor Davis     **AYE**  
Supervisor Deanes   **AYE**  
Supervisor McKee    **AYE**

THEREFORE, having a unanimous vote from the Board, this Board doth vote unanimously to approve the said inter local agreement as attached hereto as Exhibit A and further approves to enter into an inter local agreement with the City of West Point Building Inspection Department to provide the same type of services for issuing permits on any Mobile Home Parks located in the county upon this Board first developing the rules and regulations for the establishment of the said Mobile Home parks

SO ORDERED this the 7<sup>th</sup> day of October, 2013

  
**President**

**ATTEST**

  
**Chancery Clerk**

NO \_\_\_\_\_

**IN THE MATTER OF INSOLVENCIES OF THE PERSONAL ROLLS  
AND MOBILE HOME ROLLS FOR 2012**

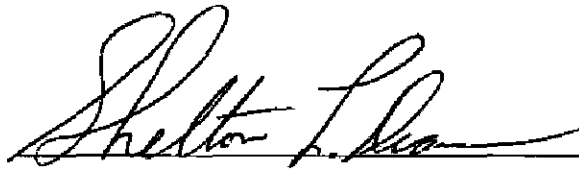
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There came on this day for consideration the matter of the insolvencies of the personal rolls and mobile home rolls for 2012

It appears that the attached list of personal property on the 2012 roll has been uncollected and the Clay County Tax Assessor / Collector has made every attempt to collect the taxes due therein and that the said Tax Collector will continue to make every legal effort to collect these taxes. It further appears that these lists of insolvencies are being filed with this Board according to the statute

After motion by Lynn Horton and second by Luke Lummus this Board doth vote unanimously to accept the lists as attached and to have the Clay County Tax Assessor / Collector continue to make every attempt to collect said taxes therein

SO ORDERED, on this the 7th day of October, 2013



President



Clay County Tax Assessor/Collector  
Paige Lamkin  
P O Box 795  
West Point, MS 39773  
Phone (662) 494-3432 or (662) 494-2724  
Fax (662) 494-7452

October 2, 2013

State of Mississippi  
County of Clay Tax Assessor/Collector

I, Paige Lamkin, Tax Assessor/Collector in and for said county and state, do hereby certify that I have two (2) uncollected checks at this time

Please see attached

*Paige Lamkin*  
Paige Lamkin  
Tax Assessor/Collector

Presented to the Board of Supervisors on  
October 7, 2013, by Paige Lamkin

2012  
Insolventes

for

281

Robert Robinson  
309 6<sup>th</sup> Street  
West Point, MS 39773

Jill Middleton  
1361 Pinewood Dr  
West Point, MS 39773



Clay County Tax Assessor/Collector  
Paige Lamkin  
P O Box 795  
West Point, MS 39773  
Phone (662) 494-3432 or (662) 494-2724  
Fax (662) 494-7452

October 2, 2013

State of Mississippi  
County of Clay Tax Assessor/Collector

I, Paige Lamkin, Tax Assessor/Collector in and for said county and state, do hereby certify that the attached list is a true and correct listing of the 2012 insolvencies I do hereby state that I will, to the best of my ability, continue to try to collect these personal property taxes using every means within the law

A handwritten signature in cursive script that reads "Paige Lamkin".

Paige Lamkin  
Tax Assessor/Collector

Presented to the Board of Supervisors on  
October 7, 2013, by Paige Lamkin

| LINE | TAXPAYER NAME            | PARCEL #  | TRUC VAL | ABL VAL | DATE | TAX DUE | PRP FRT | INT DUE | COL FEE |
|------|--------------------------|-----------|----------|---------|------|---------|---------|---------|---------|
| 3    | ASSURANT 11111241 (KOPP  | 00011003  | 1500     | 000     | 12   | 16 30   |         |         | 11 80   |
| 11   | NORTHERN TRADING         | 00291111  | 7500     | 000     | 11   | 17 11   |         |         | 1 21    |
| 12   | QUICK CALL OF WEST POINT | 000100505 | 000      | 000     | 11   | 04871   |         | 07 00   | 0 00    |
| 403  | WEST POINT INSURANCE     | 301000151 | 17075    | 3542    | 11   | 04910   |         | 120 00  | 1 56    |
| 3    | QUICK CALL               | 000100000 | 5977     | 125     | 10   | 000     |         | 43 60   | 11 00   |
| 54   | WEST POINT               | 000100000 | 1220     | 253     | 10   | 04824   |         | 114 90  | 11 11   |
| 55   | WEST POINT               | 201106111 | 15716    | 77      | 10   | 01897   |         | 258 17  | 2 05    |
| 56   | WEST POINT               | 201106111 | 15716    | 77      | 10   | 01897   |         | 258 17  | 2 05    |
| 57   | WEST POINT               | 201106111 | 15716    | 77      | 10   | 01897   |         | 258 17  | 2 05    |
| 58   | WEST POINT               | 201106111 | 15716    | 77      | 10   | 01897   |         | 258 17  | 2 05    |
| 59   | WEST POINT               | 201106111 | 15716    | 77      | 10   | 01897   |         | 258 17  | 2 05    |



Clay County Tax Assessor/Collector  
Paige Lamkin  
P O Box 795  
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Phone (662) 494-3432 or (662) 494-2724  
Fax (662) 494-7452

October 2, 2013

State of Mississippi  
County of Clay Tax Assessor/Collector

I, Paige Lamkin, Tax Assessor/Collector in and for said county and state, do hereby certify that the attached list is a true and correct listing of the 2012 insolvencies. I do hereby state that I will, to the best of my ability, continue to try to collect these mobile home taxes using every means within the law.

A handwritten signature in cursive script that reads "Paige Lamkin".

Paige Lamkin  
Tax Assessor/Collector

Presented to the Board of Supervisors on  
October 7, 2013, by Paige Lamkin

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| Row | Name                | Address              | City        | State | Zip   | Phone    | Occupation        | Age | Sex | Religion     | Marital Status | Education   | Income   | Assets   | Liabilities | Notes |
|-----|---------------------|----------------------|-------------|-------|-------|----------|-------------------|-----|-----|--------------|----------------|-------------|----------|----------|-------------|-------|
| 1   | JOHN W. HARRIS      | 1234 E. MAIN ST.     | SPRINGFIELD | MA    | 01102 | 555-1234 | Teacher           | 45  | M   | Catholic     | Married        | High School | \$15,000 | \$20,000 | \$5,000     |       |
| 2   | MARY K. BROWN       | 5678 N. RIVER RD.    | SPRINGFIELD | MA    | 01103 | 555-5678 | Nurse             | 38  | F   | Protestant   | Married        | College     | \$12,000 | \$18,000 | \$6,000     |       |
| 3   | ROBERT L. GREEN     | 9012 W. PARK BL.     | SPRINGFIELD | MA    | 01104 | 555-9012 | Engineer          | 52  | M   | Jewish       | Married        | University  | \$25,000 | \$35,000 | \$10,000    |       |
| 4   | SARAH J. WHITE      | 3456 S. HILL ST.     | SPRINGFIELD | MA    | 01105 | 555-3456 | Homemaker         | 41  | F   | Methodist    | Married        | High School | \$8,000  | \$12,000 | \$4,000     |       |
| 5   | DAVID M. BLACK      | 7890 E. VALLEY DR.   | SPRINGFIELD | MA    | 01106 | 555-7890 | Businessman       | 58  | M   | Anglican     | Married        | College     | \$30,000 | \$45,000 | \$15,000    |       |
| 6   | JANE D. GRAY        | 2345 W. LAKE RD.     | SPRINGFIELD | MA    | 01107 | 555-2345 | Librarian         | 35  | F   | Buddhist     | Married        | College     | \$10,000 | \$15,000 | \$5,000     |       |
| 7   | WILLIAM R. KING     | 6789 N. STAR BL.     | SPRINGFIELD | MA    | 01108 | 555-6789 | Physician         | 60  | M   | Episcopal    | Married        | University  | \$40,000 | \$60,000 | \$20,000    |       |
| 8   | ELIZABETH A. WOOD   | 1011 S. OAK ST.      | SPRINGFIELD | MA    | 01109 | 555-1011 | Retired           | 72  | F   | Presbyterian | Widowed        | High School | \$6,000  | \$10,000 | \$4,000     |       |
| 9   | CHARLES E. BAKER    | 4567 E. MAPLE DR.    | SPRINGFIELD | MA    | 01110 | 555-4567 | Farmer            | 48  | M   | Quaker       | Married        | High School | \$18,000 | \$25,000 | \$7,000     |       |
| 10  | MICHAEL J. HENRY    | 8901 W. PINE RD.     | SPRINGFIELD | MA    | 01111 | 555-8901 | Software Engineer | 32  | M   | Secular      | Married        | College     | \$22,000 | \$30,000 | \$8,000     |       |
| 11  | STEPHANIE L. WATSON | 3210 N. CEDAR ST.    | SPRINGFIELD | MA    | 01112 | 555-3210 | Marketing         | 28  | F   | None         | Married        | College     | \$14,000 | \$20,000 | \$6,000     |       |
| 12  | ANDREW D. COOPER    | 6543 S. BIRCH DR.    | SPRINGFIELD | MA    | 01113 | 555-6543 | Architect         | 55  | M   | Unitarian    | Married        | University  | \$28,000 | \$40,000 | \$12,000    |       |
| 13  | HELEN K. REED       | 9876 E. SUNNY BL.    | SPRINGFIELD | MA    | 01114 | 555-9876 | Writer            | 43  | F   | Wesleyan     | Married        | College     | \$11,000 | \$16,000 | \$5,000     |       |
| 14  | FRANK J. BARNES     | 2109 W. HAWTHORN RD. | SPRINGFIELD | MA    | 01115 | 555-2109 | Electrician       | 50  | M   | Anglican     | Married        | High School | \$9,000  | \$13,000 | \$4,000     |       |
| 15  | ANGELA M. FOSTER    | 5432 N. WALNUT ST.   | SPRINGFIELD | MA    | 01116 | 555-5432 | Graphic Designer  | 30  | F   | None         | Married        | College     | \$13,000 | \$19,000 | \$6,000     |       |
| 16  | JOHN P. GIBSON      | 8765 S. PINE DR.     | SPRINGFIELD | MA    | 01117 | 555-8765 | Construction      | 46  | M   | Methodist    | Married        | High School | \$16,000 | \$22,000 | \$6,000     |       |
| 17  | MARCO A. ROY        | 1098 E. OAK BL.      | SPRINGFIELD | MA    | 01118 | 555-1098 | IT Specialist     | 35  | M   | None         | Married        | College     | \$17,000 | \$24,000 | \$7,000     |       |
| 18  | CHRISTINA L. BRYAN  | 4321 W. MAPLE RD.    | SPRINGFIELD | MA    | 01119 | 555-4321 | Teacher           | 33  | F   | Catholic     | Married        | College     | \$12,000 | \$17,000 | \$5,000     |       |
| 19  | ANTHONY J. HARRIS   | 7654 N. RIVER DR.    | SPRINGFIELD | MA    | 01120 | 555-7654 | Businessman       | 53  | M   | Protestant   | Married        | University  | \$32,000 | \$48,000 | \$16,000    |       |
| 20  | DEBRA K. WATSON     | 9012 S. HILL ST.     | SPRINGFIELD | MA    | 01121 | 555-9012 | Accountant        | 40  | F   | Methodist    | Married        | College     | \$15,000 | \$21,000 | \$6,000     |       |

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| PLAT | PLAT #  | PLAT NAME / ADDRESS  | LOCATOR / LOT #                            | SERIES / MAKE                    | YEAR | SIZE    | ASST  | CITY TAX | UTILITY TAX | SCH TAX | SCH TAX | TOTAL TAXES | REG FEE | PRF FEE | INT FEE | TOTAL DUE | DISC | AMOUNT |
|------|---------|--|--|----------------------------------|------|---------|-------|----------|-------------|---------|---------|-------------|---------|---------|---------|-----------|------|--------|
| 10   | 59 00   | LELK JACQUELINE<br>544 COUSINS RD<br>HOODLAND MS 39770                 | RUFUS COUSINS<br>DLQ DTE 1/01/2010         | RP45-1205A/D<br>GATEWAY          | 1997 | 48' 28" | 2298  | 99 11    |             |         | 126 39  | 225 56      | 3 00    | 25 00   |         | 84 92     | 5000 |        |
| 11   | 59 00   | LELK JACQUELINE<br>145 29544 COUSINS RD<br>HOODLAND MS 39770           | RUFUS COUSINS<br>DLQ DTE 2/01/2011         | RP45-1205A/D<br>GATEWAY          | 1997 | 48' 28" | 1690  | 72 01    |             |         | 93 12   | 165 01      | 3 00    | 5 87    |         | 221 08    | 7000 |        |
| 12   | 50 00   | LELK JACQUELINE<br>145 29544 COUSINS RD<br>HOODLAND MS 39770           | COUSINS JEFFIE EST E<br>DLQ DTE 1/01/2010  | RP45-1205A/D<br>GATEWAY          | 1997 | 48' 28" | 1691  | 60 66    |             |         | 76 51   | 13 10       | 3 00    | 7 43    |         | 17 57     | 5000 |        |
| 13   | 52 00   | LELK JACQUELINE<br>145 29544 COUSINS RD<br>HOODLAND MS 39770           | COUSINS JEFFIE EST E<br>DLQ DTE 02/01/2010 | RP45-1205A/D<br>GATEWAY          | 1997 | 48' 28" | 1210  | 57 70    |             |         | 76 55   | 12 75       |         | 10 10   |         | 1         | 5000 |        |
| 14   | 1547 00 | BELL JOE & LOUISE<br>FT 1 BOX 159-A<br>HOODLAND MS 39770               | JLQ DTE 7/22/2004                          | HP70F-300051' 5H<br>PEPPER       | 1997 | 70' 14" | 4110  | 17 00    |             |         | 214 86  | 90 00       | 3 00    | 70 04   |         | 5 4       | 5000 |        |
| 15   | 50 00   | BELL MICHAEL<br>10642 WEBB ROAD<br>GATEWAY MS 39751                    | WEBB HYDORAMA<br>DLQ DTE 1/01/2010         | YR-L19-444/10PL1<br>FLEETWOOD    | 1990 | 40' 16" | 675   | 41 48    |             |         | 43 00   | 67 70       |         | 7 00    |         | 77 6      | 700  |        |
| 16   | 00 00   | BENNETT LILLIE & TAHIMA<br>256 S 7TH GRIFFIN RD<br>WEST POINT MS 39770 | BENNETT LIZZIE<br>DLQ DTE 2/01/2011        | SL4052041260<br>DUCAMPER         | 1997 | 64' 28" | 2 00  | 140 07   |             |         | 179 58  | 15 00       | 3 00    | 15 00   |         | 214 1     | 0    |        |
| 17   | 00 00   | BENNETT LILLIE & TAHIMA<br>256 S 7TH GRIFFIN RD<br>WEST POINT MS 39770 | BENNETT LIZZIE<br>DLQ DTE 2/01/2011        | SL4052041260<br>DUCAMPER         | 1997 | 64' 28" | 2771  | 1 00     |             |         | 151 08  | 288 01      |         | 3 00    |         | 17 05     | 2010 |        |
| 18   | 00 00   | BELL THOMAS<br>4251 BIRCH<br>HOODLAND MS 39770                         | SHIFFT E 101 101<br>DLQ DTE 2/01/2011      | 1970-12-AS-245T4<br>FL FLEETWOOD | 1970 | 40' 16" | 12 00 | 4 54     |             |         | 70 61   | 125 15      |         | 1 80    |         | 140       | 1 10 |        |
| 19   | 00 00   | BELL VERRIE<br>5115 R C RD<br>WEST POINT MS 39770                      | FOUR SHIFFT E5<br>DLQ DTE 1/01/2010        | 1970-12-AS-245T4<br>FL FLEETWOOD | 1970 | 40' 16" | 15 00 | 10 08    |             |         | 83 06   | 152 74      |         | 0 00    |         | 137       | 2010 |        |
| 20   | 00 00   | BELL VERRIE<br>5115 R C RD<br>WEST POINT MS 39770                      | FIFTE SHIFFT E51<br>DLQ DTE 1/01/2010      | 1970-12-AS-245T4<br>FL FLEETWOOD | 1970 | 40' 16" | 1 00  | 4 40     |             |         | 70 61   | 125 15      |         | 0 00    |         | 45        | 1    |        |
| 21   | 00 00   | TALOR M L<br>20 HERMAN SMITH RD<br>WEST POINT MS 39770                 | SMITH M L<br>DLQ DTE 1/01/2010             | 1970-12-AS-245T4<br>FL FLEETWOOD | 1970 | 40' 16" | 0 00  | 7 00     |             |         | 10 10   | 10 10       |         | 0 00    |         | 0         | 1    |        |

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| Case # | Name              | Country | Organization | Year | Page | Volume | Issue | Page | Volume | Issue |
|--------|-------------------|---------|--------------|------|------|--------|-------|------|--------|-------|
| 103    | ... HILLIAR       | ...     | ...          | ...  | ...  | ...    | ...   | ...  | ...    | ...   |
| 104    | ... SHIR F' RC    | ...     | ...          | ...  | ...  | ...    | ...   | ...  | ...    | ...   |
| 105    | ... RAAL          | ...     | ...          | ...  | ...  | ...    | ...   | ...  | ...    | ...   |
| 106    | ... ARTELLO       | ...     | ...          | ...  | ...  | ...    | ...   | ...  | ...    | ...   |
| 107    | ... ADYIE         | ...     | ...          | ...  | ...  | ...    | ...   | ...  | ...    | ...   |
| 108    | ... METI BL MSETT | ...     | ...          | ...  | ...  | ...    | ...   | ...  | ...    | ...   |
| 109    | ... ADYIE         | ...     | ...          | ...  | ...  | ...    | ...   | ...  | ...    | ...   |
| 110    | ... ADYIE         | ...     | ...          | ...  | ...  | ...    | ...   | ...  | ...    | ...   |
| 111    | ... ADYIE         | ...     | ...          | ...  | ...  | ...    | ...   | ...  | ...    | ...   |
| 112    | ... ADYIE         | ...     | ...          | ...  | ...  | ...    | ...   | ...  | ...    | ...   |
| 113    | ... ADYIE         | ...     | ...          | ...  | ...  | ...    | ...   | ...  | ...    | ...   |
| 114    | ... ADYIE         | ...     | ...          | ...  | ...  | ...    | ...   | ...  | ...    | ...   |
| 115    | ... ADYIE         | ...     | ...          | ...  | ...  | ...    | ...   | ...  | ...    | ...   |
| 116    | ... ADYIE         | ...     | ...          | ...  | ...  | ...    | ...   | ...  | ...    | ...   |
| 117    | ... ADYIE         | ...     | ...          | ...  | ...  | ...    | ...   | ...  | ...    | ...   |
| 118    | ... ADYIE         | ...     | ...          | ...  | ...  | ...    | ...   | ...  | ...    | ...   |
| 119    | ... ADYIE         | ...     | ...          | ...  | ...  | ...    | ...   | ...  | ...    | ...   |
| 120    | ... ADYIE         | ...     | ...          | ...  | ...  | ...    | ...   | ...  | ...    | ...   |

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| Account # | Owner Name              | Address                             | City   | State | Zip   | Year | Month | Amount Due | Amount Paid | Balance Due | Separate Sec Tax | Total Taxes | Interest | Total Due | Tax ID  |
|-----------|-------------------------|-------------------------------------|--------|-------|-------|------|-------|------------|-------------|-------------|------------------|-------------|----------|-----------|---------|
| 2132      | WILLIAM WHEATON         | 1115 S. 11th St                     | Mobile | AL    | 36682 | 1980 | 12    | 200        | 0           | 200         | 11.12            | 21.12       | 0        | 21.12     | 111511  |
| 10074     | HENRY C/O BENNIE KIMBLE | 1220 HANNING DR<br>WEST POINT       | MS     | 39777 | 1991  | 10   | 357   | 18.89      | 0           | 357.18      | 1.0              | 358.18      | 3.15     | 361.33    | 4102010 |
| 10017     | BRADLEY BARRY L         | 531 APOSTOLIC DRIVE<br>CEDAR BLUFF  | MS     | 39741 | 1980  | 14   | 277   | 12.47      | 0           | 277.12      | 15.94            | 293.06      | 5.94     | 309.00    | 1001710 |
| 10022     | BRADLEY BARRY L         | 2581 APOSTOLIC DRIVE<br>CEDAR BLUFF | MS     | 39741 | 1980  | 14   | 277   | 13.68      | 0           | 277.14      | 15.16            | 292.30      | 2.51     | 294.81    | 1002210 |
| 10006     | BRADLEY BARRY L         | 2581 APOSTOLIC DR<br>CEDAR BLUFF    | MS     | 39741 | 1978  | 12   | 216   | 10.66      | 0           | 216.12      | 11.82            | 227.94      | 1.80     | 229.74    | 1000610 |
| 10012     | ALLISON BREWER          | 2632 PELTON RD<br>WEST POINT        | MS     | 39773 | 1975  | 16   | 1290  | 63.47      | 0           | 1290.16     | 8.7              | 1298.86     | 0        | 1298.86   | 1001210 |
| 10017     | BENNY BELL              | 511 N. Bell St<br>West Point        | MS     | 39741 | 1978  | 12   | 1413  | 95.91      | 0           | 1413.28     | 105.29           | 1518.57     | 14.2     | 1532.77   | 1001710 |
| 10011     | JAMES BROWN             | 31 MAY 45 RD<br>WEST POINT          | MS     | 39773 | 1978  | 14   | 571   | 25.1       | 0           | 571.14      | 27.25            | 598.39      | 5.0      | 603.39    | 1001110 |
| 10010     | JAMES BROWN             | 4281 MAY 45 RD<br>WEST POINT        | MS     | 39777 | 1981  | 14   | 706   | 1.30       | 0           | 706.14      | 36.22            | 742.36      | 5.60     | 747.96    | 1001010 |
| 10017     | JAMES BROWN             | 4281 MAY 45 RD<br>WEST POINT        | MS     | 39773 | 1981  | 4    | 4     | 14.45      | 0           | 14.45       | 17.85            | 32.30       | 0        | 32.30     | 1001710 |
| 10017     | JAMES BROWN             | 4281 MAY 45 RD<br>WEST POINT        | MS     | 39773 | 1981  | 14   | 4     | 14.45      | 0           | 14.45       | 18.1             | 32.55       | 0        | 32.55     | 1001710 |

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| PL Y COURT   | Vol 1- P05           | P 3 H J00                     | 4 RepL 7      | / 07/01       | P DF 1 0 | PCB H 1 |         |        |       |               |
|--|----------------------|-------------------------------|---------------|---------------|----------|---------|---------|--------|-------|---------------|
| 1 00 VALUENT VARCE<br>75 EPITE-IMP M<br>DAR 101 75 74          | VARCE VALUENT        | W5001428051 5H18887           | 1974          | 04 1          | 20       | 16 5    | 1       | 1 98   | 2 0   | 7 1 11        |
| 2 00 CARBONER4 WILLI4<br>19022 G'ACJ J014 01<br>FAIRIE 15 0 96 | W400 J014 RTI4 0     | W7FLA 54474113<br>CLEEP4000   | 1977          | 04 20         | 2033     | 210 74  | 1 2 71  | 244 45 | 48 16 | 267 0 11      |
| 3 00 LAMP HEART<br>1 1 FTTH 5<br>LEST P1141 75 1 1 0           | W1704 1 1 1 1 1      | W7CC<br>W7EDP                 | 1 4           | 1             | 211      | 1 1 1 1 | 1 1 1 1 | 1 1    | 4     | 1             |
| 4 00 ARE HEART<br>1 1 1 1 1 1 1<br>1 1 1 1 1 1 1               | SHIT4 W400P01 ET W4  | U7000457 47<br>1 1 1 1 1 1 1  | 1 76          | 04 14         | 1        | 1 1 20  | 4 7     | 2 0 6  | 4     | 1 1 1 1 1 1 1 |
| 4 00 LAMP HEART<br>1 1 1 1 1 1 1<br>1 1 1 1 1 1 1              | TAN P015 SHIT4 ET 01 | 14744 1 1 1 1 1 1 1<br>HARZ14 | 1985          | 1 4           | 42       | 14 20   | 1 53    | 2      | 1     | 1             |
| 5 00 LAMP HEART<br>1 1 1 1 1 1 1<br>1 1 1 1 1 1 1              | W400 1 1 1 1 1 1 1   | W7ALU 1474 472<br>DMM4000     | 1             | 1 6           | 1        | 1 1 1 1 | 2 1 1   | 2 1 1  | 10    | 1 1 1 1 1 1 1 |
| 6 00 LAMP HEART<br>1 1 1 1 1 1 1<br>1 1 1 1 1 1 1              | W400 1 1 1 1 1 1 1   | W7ALU 1474 472<br>DMM4000     | 1 1           | 1 1 1 1 1 1 1 | 1        | 1 1 1 1 | 2 1 1   | 2 1 1  | 10    | 1 1 1 1 1 1 1 |
| 7 00 LAMP HEART<br>1 1 1 1 1 1 1<br>1 1 1 1 1 1 1              | W400 1 1 1 1 1 1 1   | W7ALU 1474 472<br>DMM4000     | 1974          | 04 1          | 1        | 1 1 1 1 | 2 1 1   | 2 1 1  | 10    | 1 1 1 1 1 1 1 |
| 8 00 LAMP HEART<br>1 1 1 1 1 1 1<br>1 1 1 1 1 1 1              | W400 1 1 1 1 1 1 1   | W7ALU 1474 472<br>DMM4000     | 1             | 1 1 1 1 1 1 1 | 1        | 1 1 1 1 | 2 1 1   | 2 1 1  | 10    | 1 1 1 1 1 1 1 |
| 9 00 LAMP HEART<br>1 1 1 1 1 1 1<br>1 1 1 1 1 1 1              | W400 1 1 1 1 1 1 1   | W7ALU 1474 472<br>DMM4000     | 1 1 1 1 1 1 1 | 1 1 1 1 1 1 1 | 1        | 1 1 1 1 | 2 1 1   | 2 1 1  | 10    | 1 1 1 1 1 1 1 |
| 10 00 LAMP HEART<br>1 1 1 1 1 1 1<br>1 1 1 1 1 1 1             | W400 1 1 1 1 1 1 1   | W7ALU 1474 472<br>DMM4000     | 1 1 1 1 1 1 1 | 1 1 1 1 1 1 1 | 1        | 1 1 1 1 | 2 1 1   | 2 1 1  | 10    | 1 1 1 1 1 1 1 |
| 11 00 LAMP HEART<br>1 1 1 1 1 1 1<br>1 1 1 1 1 1 1             | W400 1 1 1 1 1 1 1   | W7ALU 1474 472<br>DMM4000     | 1 1 1 1 1 1 1 | 1 1 1 1 1 1 1 | 1        | 1 1 1 1 | 2 1 1   | 2 1 1  | 10    | 1 1 1 1 1 1 1 |
| 12 00 LAMP HEART<br>1 1 1 1 1 1 1<br>1 1 1 1 1 1 1             | W400 1 1 1 1 1 1 1   | W7ALU 1474 472<br>DMM4000     | 1 1 1 1 1 1 1 | 1 1 1 1 1 1 1 | 1        | 1 1 1 1 | 2 1 1   | 2 1 1  | 10    | 1 1 1 1 1 1 1 |
| 13 00 LAMP HEART<br>1 1 1 1 1 1 1<br>1 1 1 1 1 1 1             | W400 1 1 1 1 1 1 1   | W7ALU 1474 472<br>DMM4000     | 1 1 1 1 1 1 1 | 1 1 1 1 1 1 1 | 1        | 1 1 1 1 | 2 1 1   | 2 1 1  | 10    | 1 1 1 1 1 1 1 |
| 14 00 LAMP HEART<br>1 1 1 1 1 1 1<br>1 1 1 1 1 1 1             | W400 1 1 1 1 1 1 1   | W7ALU 1474 472<br>DMM4000     | 1 1 1 1 1 1 1 | 1 1 1 1 1 1 1 | 1        | 1 1 1 1 | 2 1 1   | 2 1 1  | 10    | 1 1 1 1 1 1 1 |
| 15 00 LAMP HEART<br>1 1 1 1 1 1 1<br>1 1 1 1 1 1 1             | W400 1 1 1 1 1 1 1   | W7ALU 1474 472<br>DMM4000     | 1 1 1 1 1 1 1 | 1 1 1 1 1 1 1 | 1        | 1 1 1 1 | 2 1 1   | 2 1 1  | 10    | 1 1 1 1 1 1 1 |
| 16 00 LAMP HEART<br>1 1 1 1 1 1 1<br>1 1 1 1 1 1 1             | W400 1 1 1 1 1 1 1   | W7ALU 1474 472<br>DMM4000     | 1 1 1 1 1 1 1 | 1 1 1 1 1 1 1 | 1        | 1 1 1 1 | 2 1 1   | 2 1 1  | 10    | 1 1 1 1 1 1 1 |
| 17 00 LAMP HEART<br>1 1 1 1 1 1 1<br>1 1 1 1 1 1 1             | W400 1 1 1 1 1 1 1   | W7ALU 1474 472<br>DMM4000     | 1 1 1 1 1 1 1 | 1 1 1 1 1 1 1 | 1        | 1 1 1 1 | 2 1 1   | 2 1 1  | 10    | 1 1 1 1 1 1 1 |
| 18 00 LAMP HEART<br>1 1 1 1 1 1 1<br>1 1 1 1 1 1 1             | W400 1 1 1 1 1 1 1   | W7ALU 1474 472<br>DMM4000     | 1 1 1 1 1 1 1 | 1 1 1 1 1 1 1 | 1        | 1 1 1 1 | 2 1 1   | 2 1 1  | 10    | 1 1 1 1 1 1 1 |
| 19 00 LAMP HEART<br>1 1 1 1 1 1 1<br>1 1 1 1 1 1 1             | W400 1 1 1 1 1 1 1   | W7ALU 1474 472<br>DMM4000     | 1 1 1 1 1 1 1 | 1 1 1 1 1 1 1 | 1        | 1 1 1 1 | 2 1 1   | 2 1 1  | 10    | 1 1 1 1 1 1 1 |
| 20 00 LAMP HEART<br>1 1 1 1 1 1 1<br>1 1 1 1 1 1 1             | W400 1 1 1 1 1 1 1   | W7ALU 1474 472<br>DMM4000     | 1 1 1 1 1 1 1 | 1 1 1 1 1 1 1 | 1        | 1 1 1 1 | 2 1 1   | 2 1 1  | 10    | 1 1 1 1 1 1 1 |

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1. The first part of the document discusses the importance of maintaining accurate records of all transactions and activities. It emphasizes that this is essential for ensuring transparency and accountability in the organization's operations.

2. The second part of the document outlines the various methods and tools used to collect and analyze data. It highlights the need for consistent and reliable data collection processes to support informed decision-making.

3. The third part of the document focuses on the role of technology in modern data management. It discusses how advanced software solutions can streamline data collection, storage, and analysis, thereby improving efficiency and accuracy.

4. The fourth part of the document addresses the challenges associated with data security and privacy. It stresses the importance of implementing robust security measures to protect sensitive information from unauthorized access and breaches.

5. The fifth part of the document concludes by summarizing the key findings and recommendations. It reiterates the importance of a data-driven approach and encourages the organization to continue investing in data management capabilities to stay competitive in the market.



| Line | Description            | Account   | Code   | Amount | Rate | Other | Balance | Other | Balance |
|------|------------------------|-----------|--------|--------|------|-------|---------|-------|---------|
| 1    | ACQUA...<br>...<br>... | Acq LI... | 445... | ...    | ...  | ...   | ...     | ...   | ...     |
| 2    | ...<br>...<br>...      | ...       | ...    | ...    | ...  | ...   | ...     | ...   | ...     |
| 3    | ...<br>...<br>...      | ...       | ...    | ...    | ...  | ...   | ...     | ...   | ...     |
| 4    | ...<br>...<br>...      | ...       | ...    | ...    | ...  | ...   | ...     | ...   | ...     |
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| 6    | ...<br>...<br>...      | ...       | ...    | ...    | ...  | ...   | ...     | ...   | ...     |
| 7    | ...<br>...<br>...      | ...       | ...    | ...    | ...  | ...   | ...     | ...   | ...     |
| 8    | ...<br>...<br>...      | ...       | ...    | ...    | ...  | ...   | ...     | ...   | ...     |
| 9    | ...<br>...<br>...      | ...       | ...    | ...    | ...  | ...   | ...     | ...   | ...     |
| 10   | ...<br>...<br>...      | ...       | ...    | ...    | ...  | ...   | ...     | ...   | ...     |
| 11   | ...<br>...<br>...      | ...       | ...    | ...    | ...  | ...   | ...     | ...   | ...     |
| 12   | ...<br>...<br>...      | ...       | ...    | ...    | ...  | ...   | ...     | ...   | ...     |
| 13   | ...<br>...<br>...      | ...       | ...    | ...    | ...  | ...   | ...     | ...   | ...     |
| 14   | ...<br>...<br>...      | ...       | ...    | ...    | ...  | ...   | ...     | ...   | ...     |
| 15   | ...<br>...<br>...      | ...       | ...    | ...    | ...  | ...   | ...     | ...   | ...     |
| 16   | ...<br>...<br>...      | ...       | ...    | ...    | ...  | ...   | ...     | ...   | ...     |
| 17   | ...<br>...<br>...      | ...       | ...    | ...    | ...  | ...   | ...     | ...   | ...     |
| 18   | ...<br>...<br>...      | ...       | ...    | ...    | ...  | ...   | ...     | ...   | ...     |
| 19   | ...<br>...<br>...      | ...       | ...    | ...    | ...  | ...   | ...     | ...   | ...     |
| 20   | ...<br>...<br>...      | ...       | ...    | ...    | ...  | ...   | ...     | ...   | ...     |
| 21   | ...<br>...<br>...      | ...       | ...    | ...    | ...  | ...   | ...     | ...   | ...     |
| 22   | ...<br>...<br>...      | ...       | ...    | ...    | ...  | ...   | ...     | ...   | ...     |
| 23   | ...<br>...<br>...      | ...       | ...    | ...    | ...  | ...   | ...     | ...   | ...     |
| 24   | ...<br>...<br>...      | ...       | ...    | ...    | ...  | ...   | ...     | ...   | ...     |
| 25   | ...<br>...<br>...      | ...       | ...    | ...    | ...  | ...   | ...     | ...   | ...     |
| 26   | ...<br>...<br>...      | ...       | ...    | ...    | ...  | ...   | ...     | ...   | ...     |
| 27   | ...<br>...<br>...      | ...       | ...    | ...    | ...  | ...   | ...     | ...   | ...     |
| 28   | ...<br>...<br>...      | ...       | ...    | ...    | ...  | ...   | ...     | ...   | ...     |
| 29   | ...<br>...<br>...      | ...       | ...    | ...    | ...  | ...   | ...     | ...   | ...     |
| 30   | ...<br>...<br>...      | ...       | ...    | ...    | ...  | ...   | ...     | ...   | ...     |

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Handwritten notes in a cursive script, possibly a ledger or account book. The text is arranged in several columns and rows, with some entries appearing to be organized by date or category. The handwriting is dense and somewhat difficult to decipher due to the cursive style and the quality of the scan.

Handwritten text at the bottom right of the page, possibly a signature or a date. It appears to be written in the same cursive script as the main body of the page.

1. The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry should be supported by proper documentation, such as receipts and invoices. This ensures transparency and allows for easy verification of the data.

2. The second section focuses on the classification of expenses. It suggests that costs should be categorized into different groups, such as operating expenses, capital expenditures, and taxes. This helps in analyzing the financial performance of the organization and identifying areas for cost reduction.

3. The third part of the document addresses the issue of budgeting. It states that a well-defined budget is essential for controlling costs and achieving financial goals. Regular monitoring and reporting against the budget are necessary to identify any variances and take corrective actions.

4. The final section discusses the role of internal controls in financial management. It highlights that strong internal controls are crucial for preventing fraud, errors, and misstatements. This includes implementing segregation of duties, authorization procedures, and regular audits.





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1. The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry should be supported by a valid receipt or invoice.

2. The second part outlines the procedures for handling discrepancies. It states that any variance between the recorded amounts and the actual bank statements should be investigated immediately.

3. The third part details the process of reconciling accounts. It provides a step-by-step guide on how to compare the company's ledger with the bank's records to ensure they match.

4. The fourth part discusses the role of the accounting department in ensuring compliance with tax regulations. It highlights the need for timely reporting and accurate calculations.

5. The fifth part covers the importance of internal controls. It suggests implementing a system of checks and balances to prevent errors and fraud.

6. The sixth part addresses the issue of data security. It advises on how to protect sensitive financial information from unauthorized access.

7. The seventh part discusses the benefits of using modern accounting software. It notes that such tools can significantly reduce the risk of human error and improve efficiency.

8. The eighth part provides a summary of the key points discussed in the document. It reiterates the importance of accuracy, compliance, and security in financial management.

9. The ninth part offers some final thoughts on the overall state of financial reporting. It expresses confidence in the company's ability to maintain high standards of accuracy and transparency.

10. The tenth part concludes the document with a call to action, encouraging all employees to adhere to the guidelines and contribute to the company's financial success.



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| 1  | LEE TIMOTHY | 15  | M   | 5' 7" | 135 | B    | B    | GOOD  | 100   | 100     |
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| 1      | 139 00 HENRI & ANNE RODNEY & DOCKWELL SA<br>10 25 102 STEVENS RD<br>LEWIS BLUFF MS 39741 | HEMRI BROOKLEE<br>BLQ DTL 02 2012 | HL60100AAL<br>LEGENS | 2001 | 08X 24  | 2870 | 120  | 50  |      |     |     |     | 158 25   | 87 23  |     |     | 00   | 57 57    | 248 52 | 000 |     |    |
| 1      | 144 10 HENRI & ANNE RODNEY & DOCKWELL SA<br>10 25 102 STEVENS RD<br>LEWIS BLUFF MS 39741 | HEMRI BROOKLEE<br>BLQ DTL 02 2012 | HL60100B4L<br>LEGENS | 2001 | 10 24   | 7    | 125  | 60  |      |     |     |     | 139 92   | 205 50 |     |     | 1 74 |          | 248 52 | 000 |     |    |
| 1      | 14 00 HENRI & ANNE RODNEY & DOCKWELL SA<br>10 25 102 STEVENS RD<br>LEWIS BLUFF MS 39741  | HEMRI BROOKLEE<br>BLQ DTL 02 2012 | HL60100C4L<br>LEGENS | 2001 | 5 8     | 1310 | 65   | 55  |      |     |     |     | 72 71    | 1 7 6  |     |     | 10 8 | 148      | 90 1   |     |     |    |
| 1      | 1 00 HENRI & ANNE RODNEY & DOCKWELL SA<br>10 25 102 STEVENS RD<br>LEWIS BLUFF MS 39741   | HEMRI BROOKLEE<br>BLQ DTL 02 2012 | HL60100D4L<br>LEGENS | 2001 | 1 14    | 319  | 15   | 66  |      |     |     |     | 17 55    | 3 21   |     |     | 2 66 | 4 8      | 4000   |     |     |    |
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| 1      | 1 00 HENRI & ANNE RODNEY & DOCKWELL SA<br>10 25 102 STEVENS RD<br>LEWIS BLUFF MS 39741   | HEMRI BROOKLEE<br>BLQ DTL 02 2012 | HL60100F4L<br>LEGENS | 2001 | 1 0 0   | 100  | 5    | 3   |      |     |     |     | 6 10     | 1 8    |     |     |      |          | 1 8 5  |     |     |    |
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| 1      | 1 00 HENRI & ANNE RODNEY & DOCKWELL SA<br>10 25 102 STEVENS RD<br>LEWIS BLUFF MS 39741   | HEMRI BROOKLEE<br>BLQ DTL 02 2012 | HL60100H4L<br>LEGENS | 2001 | 0 90 10 | 10   | 5    |     |      |     |     |     | 6 0      | 12 4   |     |     | 1 6  | 1 4      | 00     |     |     |    |
| 1      | 1 00 HENRI & ANNE RODNEY & DOCKWELL SA<br>10 25 102 STEVENS RD<br>LEWIS BLUFF MS 39741   | HEMRI BROOKLEE<br>BLQ DTL 02 2012 | HL60100I4L<br>LEGENS | 2001 | 1 00 10 | 22   | 2    | 47  |      |     |     |     | 50 0     | 7 46   |     |     | 2 60 | 4        | 121 70 | 100 |     |    |
| 1      | 1 00 HENRI & ANNE RODNEY & DOCKWELL SA<br>10 25 102 STEVENS RD<br>LEWIS BLUFF MS 39741   | HEMRI BROOKLEE<br>BLQ DTL 02 2012 | HL60100J4L<br>LEGENS | 2001 | 1 0 10  | 400  | 20   | 70  |      |     |     |     | 7 4      | 45 5   |     |     | 0    | 1 10     | 7 0    | 100 |     |    |
| 1      | 1 00 HENRI & ANNE RODNEY & DOCKWELL SA<br>10 25 102 STEVENS RD<br>LEWIS BLUFF MS 39741   | HEMRI BROOKLEE<br>BLQ DTL 02 2012 | HL60100K4L<br>LEGENS | 2001 | 1 00 10 | 400  |      |     |      |     |     |     | 4 5      | 48     |     |     | 0    |          | 52 70  | 100 |     |    |
| 1      | 1 00 HENRI & ANNE RODNEY & DOCKWELL SA<br>10 25 102 STEVENS RD<br>LEWIS BLUFF MS 39741   | HEMRI BROOKLEE<br>BLQ DTL 02 2012 | HL60100L4L<br>LEGENS | 2001 | 1 0 10  | 1 0  | 1 50 |     |      |     |     |     | 3        |        |     |     | 1    |          |        |     |     |    |

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| NAME   | ADDRESS        | CITY | STATE | ZIP | PHONE | TELETYPE | TELEX | MAIL | REG. NO. | REG. DATE | REG. TYPE | REG. FEE | REG. TAX | REG. TOTAL |
|--------|----------------|------|-------|-----|-------|----------|-------|------|----------|-----------|-----------|----------|----------|------------|
| 347 00 | WILLIAM T. ... | ...  | ...   | ... | ...   | ...      | ...   | ...  | ...      | ...       | ...       | ...      | ...      | ...        |
| 33     | ...            | ...  | ...   | ... | ...   | ...      | ...   | ...  | ...      | ...       | ...       | ...      | ...      | ...        |
| 609 00 | ...            | ...  | ...   | ... | ...   | ...      | ...   | ...  | ...      | ...       | ...       | ...      | ...      | ...        |
| 457    | ...            | ...  | ...   | ... | ...   | ...      | ...   | ...  | ...      | ...       | ...       | ...      | ...      | ...        |
| 607 00 | ...            | ...  | ...   | ... | ...   | ...      | ...   | ...  | ...      | ...       | ...       | ...      | ...      | ...        |
| 60     | ...            | ...  | ...   | ... | ...   | ...      | ...   | ...  | ...      | ...       | ...       | ...      | ...      | ...        |
| 670 00 | ...            | ...  | ...   | ... | ...   | ...      | ...   | ...  | ...      | ...       | ...       | ...      | ...      | ...        |
| 52     | ...            | ...  | ...   | ... | ...   | ...      | ...   | ...  | ...      | ...       | ...       | ...      | ...      | ...        |
| 442    | ...            | ...  | ...   | ... | ...   | ...      | ...   | ...  | ...      | ...       | ...       | ...      | ...      | ...        |
| 7 10   | ...            | ...  | ...   | ... | ...   | ...      | ...   | ...  | ...      | ...       | ...       | ...      | ...      | ...        |
| 40     | ...            | ...  | ...   | ... | ...   | ...      | ...   | ...  | ...      | ...       | ...       | ...      | ...      | ...        |
| 179 00 | ...            | ...  | ...   | ... | ...   | ...      | ...   | ...  | ...      | ...       | ...       | ...      | ...      | ...        |
| 7      | ...            | ...  | ...   | ... | ...   | ...      | ...   | ...  | ...      | ...       | ...       | ...      | ...      | ...        |
| 637 00 | ...            | ...  | ...   | ... | ...   | ...      | ...   | ...  | ...      | ...       | ...       | ...      | ...      | ...        |
| 3 1    | ...            | ...  | ...   | ... | ...   | ...      | ...   | ...  | ...      | ...       | ...       | ...      | ...      | ...        |
| 1 1    | ...            | ...  | ...   | ... | ...   | ...      | ...   | ...  | ...      | ...       | ...       | ...      | ...      | ...        |
| 1 1    | ...            | ...  | ...   | ... | ...   | ...      | ...   | ...  | ...      | ...       | ...       | ...      | ...      | ...        |
| 67 00  | ...            | ...  | ...   | ... | ...   | ...      | ...   | ...  | ...      | ...       | ...       | ...      | ...      | ...        |
| 7 14   | ...            | ...  | ...   | ... | ...   | ...      | ...   | ...  | ...      | ...       | ...       | ...      | ...      | ...        |
| 1 1    | ...            | ...  | ...   | ... | ...   | ...      | ...   | ...  | ...      | ...       | ...       | ...      | ...      | ...        |
| 1 1    | ...            | ...  | ...   | ... | ...   | ...      | ...   | ...  | ...      | ...       | ...       | ...      | ...      | ...        |
| 1 1    | ...            | ...  | ...   | ... | ...   | ...      | ...   | ...  | ...      | ...       | ...       | ...      | ...      | ...        |
| 1 1    | ...            | ...  | ...   | ... | ...   | ...      | ...   | ...  | ...      | ...       | ...       | ...      | ...      | ...        |
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| No. | OWNER / ADDRESS                                    | PROPERTY / CODE | SPECIAL USE     | APR 5178 | ASSESSOR DATA | VAL 1 | VAL 2 | VAL 3 | VAL 4 | SCH TAX | SEVERALTY TAX |     | REG FEE | FEE INTER | TOTAL |       |       |   |
|-----|--|-----------------|-----------------|----------|---------------|-------|-------|-------|-------|---------|---------------|-----|---------|-----------|-------|-------|-------|---|
|     |  |                 |                 |          |               |       |       |       |       |         | SUB TAX       | TOT |         |           | VAL 1 | VAL 2 | VAL 3 |   |
| 1   | 0 00 05 01 0174<br>1501 4th St<br>WEST POINT 35 97 | 0 00 05 01 0174 | 0 00 05 01 0174 | 72       | 72            | 0     | 0     | 0     | 0     | 0       | 0             | 0   | 0       | 0         | 0     | 0     | 0     | 0 |
| 2   | 0 00 05 01 0174<br>1501 4th St<br>WEST POINT 35 97 | 0 00 05 01 0174 | 0 00 05 01 0174 | 72       | 72            | 0     | 0     | 0     | 0     | 0       | 0             | 0   | 0       | 0         | 0     | 0     | 0     | 0 |
| 3   | 0 00 05 01 0174<br>1501 4th St<br>WEST POINT 35 97 | 0 00 05 01 0174 | 0 00 05 01 0174 | 72       | 72            | 0     | 0     | 0     | 0     | 0       | 0             | 0   | 0       | 0         | 0     | 0     | 0     | 0 |
| 4   | 0 00 05 01 0174<br>1501 4th St<br>WEST POINT 35 97 | 0 00 05 01 0174 | 0 00 05 01 0174 | 72       | 72            | 0     | 0     | 0     | 0     | 0       | 0             | 0   | 0       | 0         | 0     | 0     | 0     | 0 |
| 5   | 0 00 05 01 0174<br>1501 4th St<br>WEST POINT 35 97 | 0 00 05 01 0174 | 0 00 05 01 0174 | 72       | 72            | 0     | 0     | 0     | 0     | 0       | 0             | 0   | 0       | 0         | 0     | 0     | 0     | 0 |
| 6   | 0 00 05 01 0174<br>1501 4th St<br>WEST POINT 35 97 | 0 00 05 01 0174 | 0 00 05 01 0174 | 72       | 72            | 0     | 0     | 0     | 0     | 0       | 0             | 0   | 0       | 0         | 0     | 0     | 0     | 0 |
| 7   | 0 00 05 01 0174<br>1501 4th St<br>WEST POINT 35 97 | 0 00 05 01 0174 | 0 00 05 01 0174 | 72       | 72            | 0     | 0     | 0     | 0     | 0       | 0             | 0   | 0       | 0         | 0     | 0     | 0     | 0 |
| 8   | 0 00 05 01 0174<br>1501 4th St<br>WEST POINT 35 97 | 0 00 05 01 0174 | 0 00 05 01 0174 | 72       | 72            | 0     | 0     | 0     | 0     | 0       | 0             | 0   | 0       | 0         | 0     | 0     | 0     | 0 |
| 9   | 0 00 05 01 0174<br>1501 4th St<br>WEST POINT 35 97 | 0 00 05 01 0174 | 0 00 05 01 0174 | 72       | 72            | 0     | 0     | 0     | 0     | 0       | 0             | 0   | 0       | 0         | 0     | 0     | 0     | 0 |
| 10  | 0 00 05 01 0174<br>1501 4th St<br>WEST POINT 35 97 | 0 00 05 01 0174 | 0 00 05 01 0174 | 72       | 72            | 0     | 0     | 0     | 0     | 0       | 0             | 0   | 0       | 0         | 0     | 0     | 0     | 0 |

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|    | Locality      | Lot #        | Acres | Size  | Other | Value | Area | Volume | Year | Total | Other | Total |
|----|---------------|--------------|-------|-------|-------|-------|------|--------|------|-------|-------|-------|
| 1  | HAINES / WHEE | HAINES WHEEL | 0.1   | 40X14 |       | 1.7   | 1.7  | 1.7    | 1975 | 1.7   |       | 1.7   |
| 2  | HAINES / WHEE | HAINES WHEEL | 0.1   | 40X14 |       | 1.7   | 1.7  | 1.7    | 1975 | 1.7   |       | 1.7   |
| 3  | HAINES / WHEE | HAINES WHEEL | 0.1   | 40X14 |       | 1.7   | 1.7  | 1.7    | 1975 | 1.7   |       | 1.7   |
| 4  | HAINES / WHEE | HAINES WHEEL | 0.1   | 40X14 |       | 1.7   | 1.7  | 1.7    | 1975 | 1.7   |       | 1.7   |
| 5  | HAINES / WHEE | HAINES WHEEL | 0.1   | 40X14 |       | 1.7   | 1.7  | 1.7    | 1975 | 1.7   |       | 1.7   |
| 6  | HAINES / WHEE | HAINES WHEEL | 0.1   | 40X14 |       | 1.7   | 1.7  | 1.7    | 1975 | 1.7   |       | 1.7   |
| 7  | HAINES / WHEE | HAINES WHEEL | 0.1   | 40X14 |       | 1.7   | 1.7  | 1.7    | 1975 | 1.7   |       | 1.7   |
| 8  | HAINES / WHEE | HAINES WHEEL | 0.1   | 40X14 |       | 1.7   | 1.7  | 1.7    | 1975 | 1.7   |       | 1.7   |
| 9  | HAINES / WHEE | HAINES WHEEL | 0.1   | 40X14 |       | 1.7   | 1.7  | 1.7    | 1975 | 1.7   |       | 1.7   |
| 10 | HAINES / WHEE | HAINES WHEEL | 0.1   | 40X14 |       | 1.7   | 1.7  | 1.7    | 1975 | 1.7   |       | 1.7   |
| 11 | HAINES / WHEE | HAINES WHEEL | 0.1   | 40X14 |       | 1.7   | 1.7  | 1.7    | 1975 | 1.7   |       | 1.7   |
| 12 | HAINES / WHEE | HAINES WHEEL | 0.1   | 40X14 |       | 1.7   | 1.7  | 1.7    | 1975 | 1.7   |       | 1.7   |
| 13 | HAINES / WHEE | HAINES WHEEL | 0.1   | 40X14 |       | 1.7   | 1.7  | 1.7    | 1975 | 1.7   |       | 1.7   |
| 14 | HAINES / WHEE | HAINES WHEEL | 0.1   | 40X14 |       | 1.7   | 1.7  | 1.7    | 1975 | 1.7   |       | 1.7   |
| 15 | HAINES / WHEE | HAINES WHEEL | 0.1   | 40X14 |       | 1.7   | 1.7  | 1.7    | 1975 | 1.7   |       | 1.7   |

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1. The first part of the document discusses the importance of maintaining accurate records for the purpose of financial reporting and auditing. It emphasizes the need for transparency and accountability in all business transactions.

2. The second part of the document outlines the various methods used to collect and analyze data. This includes both primary and secondary research techniques, as well as statistical analysis to draw meaningful conclusions from the collected information.

3. The third part of the document focuses on the application of these findings to real-world scenarios. It provides examples of how the data can be used to identify trends, forecast future performance, and inform strategic decision-making.

4. The fourth part of the document discusses the challenges and limitations of the research process. It highlights the importance of recognizing potential biases and ensuring the validity and reliability of the data used in the study.

5. The final part of the document provides a summary of the key findings and offers recommendations for further research. It concludes by emphasizing the value of a systematic and rigorous approach to data collection and analysis in achieving the organization's goals.



Handwritten text, possibly bleed-through from the reverse side of the page. The text is mostly illegible due to fading and orientation. Some recognizable words include "MAY", "JUN", "JUL", "AUG", "SEP", "OCT", "NOV", "DEC", "1950", "1951", "1952", "1953", "1954", "1955", "1956", "1957", "1958", "1959", "1960", "1961", "1962", "1963", "1964", "1965", "1966", "1967", "1968", "1969", "1970", "1971", "1972", "1973", "1974", "1975", "1976", "1977", "1978", "1979", "1980", "1981", "1982", "1983", "1984", "1985", "1986", "1987", "1988", "1989", "1990", "1991", "1992", "1993", "1994", "1995", "1996", "1997", "1998", "1999", "2000", "2001", "2002", "2003", "2004", "2005", "2006", "2007", "2008", "2009", "2010", "2011", "2012", "2013", "2014", "2015", "2016", "2017", "2018", "2019", "2020", "2021", "2022", "2023", "2024", "2025".

1. The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that proper record-keeping is essential for the smooth operation of any business and for the protection of its interests.

2. The second part of the document outlines the various methods and techniques used to collect and analyze data. It describes how these methods can be applied to different types of data and how they can be used to identify trends and patterns.

3. The third part of the document discusses the importance of data security and the measures that should be taken to protect sensitive information. It highlights the risks of data loss and the potential consequences of a security breach.

4. The fourth part of the document discusses the importance of data privacy and the measures that should be taken to ensure that personal information is handled in a responsible and ethical manner. It highlights the risks of data misuse and the potential consequences of a privacy breach.

5. The fifth part of the document discusses the importance of data integrity and the measures that should be taken to ensure that data is accurate and reliable. It highlights the risks of data corruption and the potential consequences of a data integrity breach.

6. The sixth part of the document discusses the importance of data availability and the measures that should be taken to ensure that data is accessible when needed. It highlights the risks of data unavailability and the potential consequences of a data availability breach.

7. The seventh part of the document discusses the importance of data portability and the measures that should be taken to ensure that data can be easily transferred between different systems and platforms. It highlights the risks of data lock-in and the potential consequences of a data portability breach.

8. The eighth part of the document discusses the importance of data interoperability and the measures that should be taken to ensure that data from different sources can be easily combined and analyzed. It highlights the risks of data silos and the potential consequences of a data interoperability breach.

9. The ninth part of the document discusses the importance of data governance and the measures that should be taken to ensure that data is managed in a consistent and effective manner. It highlights the risks of data mismanagement and the potential consequences of a data governance breach.

10. The tenth part of the document discusses the importance of data literacy and the measures that should be taken to ensure that all employees are able to understand and use data effectively. It highlights the risks of data illiteracy and the potential consequences of a data literacy breach.



| Date / Year | Name / Address   | Location / Lot #                        | Features / Remarks                              | Year | Size    | Area | Type    | Sub T | Separate | Total | Total | Total | Total |
|-------------|--|---|---|------|---------|------|---------|-------|----------|-------|-------|-------|-------|
|             |  |   |   |      |         |      |         |       | Tot      | Tot   |       |       |       |
| 7/10/71     | 1054 00 SPARK KATHY<br>300 RUBLE RD<br>HABER                           | 151 - 51A                               | TYPE 21424-41011<br>FLEETWOOD                   | 1970 | 21 x 7  | 115  | 21 x 7  |       | 115      | 115   | 115   | 115   | 115   |
| 2/1/73      | 71 16 SPARK KATHY<br>300 RUBLE RD<br>HABER                             | 151 - 51A                               | 4-2200A3526181<br>FLEETWOOD                     | 1970 | 21 x 7  | 637  | 21 x 7  |       | 637      | 637   | 637   | 637   | 637   |
| 1/1/71      | 175 10 SPARK KATHY<br>300 RUBLE RD<br>HABER                            | 151 - 51A                               | TYPE 21424-41011<br>FLEETWOOD                   | 1960 | 21 x 7  | 324  | 21 x 7  |       | 324      | 324   | 324   | 324   | 324   |
| 1/1/71      | 21 00 SPARK KATHY<br>300 RUBLE RD<br>HABER                             | 151 - 51A                               | TYPE 21424-41011<br>FLEETWOOD                   | 1960 | 21 x 7  | 324  | 21 x 7  |       | 324      | 324   | 324   | 324   | 324   |
| 1/1/78      | 926 60 SPRAGGINS CARPIE L<br>12760 HWY 47 WEST POINT MS<br>CEDAR BLUFF | 12760 HWY 47 WEST POINT MS<br>2/01/1110 | VALVEPT ANTHONY                                 | 1997 | 44 x 28 | 1207 | 44 x 28 |       | 1207     | 1207  | 1207  | 1207  | 1207  |
| 1/1/71      | 1772 00 SPRINGER COFFEY<br>16619 HWY 50 W<br>CEDAR BLUFF               | 16619 HWY 50 W<br>4/01/1113             | 101 1044 R FT AL<br>SPECIAL 247651<br>FLEETWOOD | 1971 | 24 x 14 | 3147 | 24 x 14 |       | 3147     | 3147  | 3147  | 3147  | 3147  |
| 1/1/71      | 043 00 STARK DARRAR<br>2078 BERRY RD<br>PHEBA                          | 2078 BERRY RD<br>2/01/1003              | LENA STARKS                                     | 1970 | 12 x 12 | 144  | 12 x 12 |       | 144      | 144   | 144   | 144   | 144   |
| 1/1/71      | 2044 00 STARK DARRAR<br>20878 BERRY RD<br>PHEBA                        | 20878 BERRY RD<br>2/01/1003             | LENA STARKS                                     | 1972 | 12 x 12 | 144  | 12 x 12 |       | 144      | 144   | 144   | 144   | 144   |
| 1/1/71      | 074 00 STARK DARRAR<br>2078 BERRY RD<br>PHEBA                          | 2078 BERRY RD<br>2/01/1003              | LENA STARKS                                     | 1970 | 12 x 12 | 144  | 12 x 12 |       | 144      | 144   | 144   | 144   | 144   |
| 1/1/71      | 1015 00 STARK DARRAR<br>2078 BERRY RD<br>PHEBA                         | 2078 BERRY RD<br>2/01/1003              | LENA STARKS                                     | 1970 | 12 x 12 | 144  | 12 x 12 |       | 144      | 144   | 144   | 144   | 144   |
| 1/1/71      | 091 00 STARK DARRAR<br>20878 BERRY RD<br>PHEBA                         | 20878 BERRY RD<br>2/01/1003             | LENA STARKS                                     | 1970 | 12 x 12 | 144  | 12 x 12 |       | 144      | 144   | 144   | 144   | 144   |
| 1/1/71      | 376 00 STARK DARRAR<br>20878 BERRY RD<br>PHEBA                         | 20878 BERRY RD<br>2/01/1003             | LENA STARKS                                     | 1970 | 12 x 12 | 144  | 12 x 12 |       | 144      | 144   | 144   | 144   | 144   |

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| 34   | ...  | ...  | AYLON JOHN A | ...     | ... | ... | ... | ... | ... |
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101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200

| NO | NAME   | ADDRESS   | CITY      | STATE | ZIP    | DATE | TIME | TYPE   | STATUS | REMARKS    |
|----|--------|---|-----------|-------|--------|------|------|--------|--------|------------|
| 1  | 542 07 | WILSON, JESSICA W<br>110 WYOMING RD<br>- 1107           | LIBERTY   | MO    | 647 23 | 7/4  | 11/7 | 4 5 72 | 647 23 | 64 59      |
| 2  | 1 9 04 | WILLIAMS, MILWA<br>22903 JET WADSWORTH RD<br>WADSWORTH  | WADSWORTH | MO    | 640 71 | 7/4  | 10/4 | 123 6  | 20 14  | 60 3 00    |
| 3  | 1 00   | WILSON, JESSICA W<br>2563 JIM WADSWORTH RD<br>WADSWORTH | WADSWORTH | MO    | 640 71 | 7/3  | 11/7 | 00 6   | 1      | 11 1 27    |
| 4  | 05 04  | WILLIAMS, MILWA<br>2563 JIM WADSWORTH RD<br>WADSWORTH   | WADSWORTH | MO    | 640 71 | 7/3  | 11/7 | 20 84  | 17 00  | 13 68      |
| 5  | 1 10   | WILLIAMS, MILWA<br>2563 JIM WADSWORTH RD<br>WADSWORTH   | WADSWORTH | MO    | 640 71 | 7/3  | 11/7 | 15 4   | 11 72  | 00 7       |
| 6  | 1 00   | WILSON, JESSICA W<br>2563 JIM WADSWORTH RD<br>WADSWORTH | WADSWORTH | MO    | 640 71 | 7/3  | 11/7 | 0 0    | 17     | 0 17 7     |
| 7  | 06 00  | WILSON, JESSICA W<br>2563 JIM WADSWORTH RD<br>WADSWORTH | WADSWORTH | MO    | 640 71 | 7/3  | 11/7 | 17 93  | 80 10  | 11 1 40 50 |
| 8  | 1 10   | WILSON, JESSICA W<br>2563 JIM WADSWORTH RD<br>WADSWORTH | WADSWORTH | MO    | 640 71 | 7/3  | 11/7 | 10 0   | 04     | 10 0 2     |
| 9  | 1 00   | WILSON, JESSICA W<br>2563 JIM WADSWORTH RD<br>WADSWORTH | WADSWORTH | MO    | 640 71 | 7/3  | 11/7 | 00 20  | 2 5    | 1 1 3 4 1  |
| 10 | 1 00   | WILSON, JESSICA W<br>2563 JIM WADSWORTH RD<br>WADSWORTH | WADSWORTH | MO    | 640 71 | 7/3  | 11/7 | 12 24  | 70 50  | 14 80 0 01 |
| 11 | 3 00   | WILSON, JESSICA W<br>2563 JIM WADSWORTH RD<br>WADSWORTH | WADSWORTH | MO    | 640 71 | 7/3  | 11/7 | 11 80  | 1 5    | 0 1 13 1 0 |
| 12 | 1 10   | WILSON, JESSICA W<br>2563 JIM WADSWORTH RD<br>WADSWORTH | WADSWORTH | MO    | 640 71 | 7/3  | 11/7 | 11 0   | 1 4    | 1 1 1 0 1  |

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| NO. | NAME           | ADDRESS     | ROOM | FLOOR | DATE | TIME | INITIALS | REMARKS |
|-----|----------------|-------------|------|-------|------|------|----------|---------|
| 1   | MR. W. HILBERT | 1111 I E ST | 1111 | 11    | 11   | 11   | 11       | 11      |
| 2   | MR. W. HILBERT | 1111 I E ST | 1111 | 11    | 11   | 11   | 11       | 11      |
| 3   | MR. W. HILBERT | 1111 I E ST | 1111 | 11    | 11   | 11   | 11       | 11      |
| 4   | MR. W. HILBERT | 1111 I E ST | 1111 | 11    | 11   | 11   | 11       | 11      |
| 5   | MR. W. HILBERT | 1111 I E ST | 1111 | 11    | 11   | 11   | 11       | 11      |
| 6   | MR. W. HILBERT | 1111 I E ST | 1111 | 11    | 11   | 11   | 11       | 11      |
| 7   | MR. W. HILBERT | 1111 I E ST | 1111 | 11    | 11   | 11   | 11       | 11      |
| 8   | MR. W. HILBERT | 1111 I E ST | 1111 | 11    | 11   | 11   | 11       | 11      |
| 9   | MR. W. HILBERT | 1111 I E ST | 1111 | 11    | 11   | 11   | 11       | 11      |
| 10  | MR. W. HILBERT | 1111 I E ST | 1111 | 11    | 11   | 11   | 11       | 11      |
| 11  | MR. W. HILBERT | 1111 I E ST | 1111 | 11    | 11   | 11   | 11       | 11      |
| 12  | MR. W. HILBERT | 1111 I E ST | 1111 | 11    | 11   | 11   | 11       | 11      |
| 13  | MR. W. HILBERT | 1111 I E ST | 1111 | 11    | 11   | 11   | 11       | 11      |
| 14  | MR. W. HILBERT | 1111 I E ST | 1111 | 11    | 11   | 11   | 11       | 11      |
| 15  | MR. W. HILBERT | 1111 I E ST | 1111 | 11    | 11   | 11   | 11       | 11      |
| 16  | MR. W. HILBERT | 1111 I E ST | 1111 | 11    | 11   | 11   | 11       | 11      |
| 17  | MR. W. HILBERT | 1111 I E ST | 1111 | 11    | 11   | 11   | 11       | 11      |
| 18  | MR. W. HILBERT | 1111 I E ST | 1111 | 11    | 11   | 11   | 11       | 11      |
| 19  | MR. W. HILBERT | 1111 I E ST | 1111 | 11    | 11   | 11   | 11       | 11      |
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| 21  | MR. W. HILBERT | 1111 I E ST | 1111 | 11    | 11   | 11   | 11       | 11      |
| 22  | MR. W. HILBERT | 1111 I E ST | 1111 | 11    | 11   | 11   | 11       | 11      |
| 23  | MR. W. HILBERT | 1111 I E ST | 1111 | 11    | 11   | 11   | 11       | 11      |
| 24  | MR. W. HILBERT | 1111 I E ST | 1111 | 11    | 11   | 11   | 11       | 11      |
| 25  | MR. W. HILBERT | 1111 I E ST | 1111 | 11    | 11   | 11   | 11       | 11      |

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**IN THE MATTER OF AUTHORIZING THE PRESIDENT OF THIS BOARD TO  
EXECUTE A GRANT AGREEMENT WITH THE MISSISSIPPI DEPARTMENT OF  
ENVIRONMENTAL QUALITY**

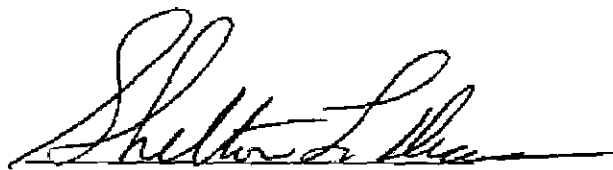
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There came on this day for consideration the matter of authorizing the President of this Board to execute a grant agreement with the Mississippi Department of Environmental Quality

It appears to this Board that the Solid Waste Assistance Grant (SWAG) has been appropriated for Clay County MS in the amount of \$10,440 00 and the Board of Supervisors has determined that these grant funds should be used to reimburse the County for a portion of the costs of employing a Local Solid Waste Enforcement Officer

After motion by Lynn Horton and second by Luke LUMmus this Board doth vote unanimously to authorize the President to execute the grant application and approve same as attached hereto as Exhibit A

SO ORDERED this the 7th day of October, 2013



President



STATE OF MISSISSIPPI  
PHIL BRYANT  
GOVERNOR  
MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY  
TRUDY D. FISHER EXECUTIVE DIRECTOR

September 10 2013

Mr. Shelton Deanes, President  
Clay County Board of Supervisors  
P.O. Box 815  
West Point, MS 39773

Dear Mr. Deanes:

We are beginning our eighteenth year of the Local Government Solid Waste Assistance Grants Program. This program, adopted by the Mississippi Legislature in 1997, provides solid waste assistance grants to counties, municipalities, and regional solid waste management authorities. For the 2014 State Fiscal Year (beginning July 1, 2013 and ending June 30, 2014), we anticipate that approximately \$2,400,000 will be available for providing these grants to local governments. One half of this fund is available to counties through noncompetitive grants and is allocated to each county based on the Mississippi Department of Transportation State Road Aid formula. The other half of the fund is available to counties, municipalities, regional solid waste management authorities, or other multi-county entities through grants on a competitive basis. The Department estimates that approximately **\$10,440** from the noncompetitive funds is available to Clay County for this State Fiscal Year. Your county will have until April 30, 2014 to request this grant allocation for this fiscal year (application form enclosed).

The allowable uses for these grant funds include the following:

- (a) Clean up of existing and future unauthorized dumps on public or private property,
- (b) Establishment of programs or collection centers for recyclables, white goods, or other bulky rubbish waste not managed by local residential solid waste collection programs,
- (c) Provision for public notice and education related to the proper management of solid waste, including recycling,
- (d) Payment of a maximum of fifty percent (50%) of the cost of employing a local solid waste enforcement officer,

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Mr Shelton Deanes  
September 10 2013  
Page 2

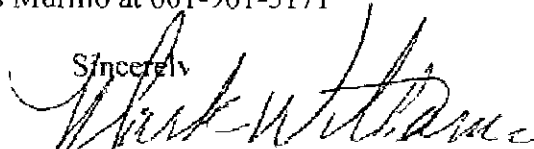
- (e) Payment of a maximum of seventy-five percent (75%) of the cost of conducting household hazardous waste collection programs and
- (f) Development of other local solid waste management program activities associated with the prevention enforcement or abatement of unauthorized dumps as approved by the Commission on Environmental Quality

The law prevents use of these funds for the establishment or operation of a landfill rubbish site or other disposal facility the routine collection of garbage or the collection of garbage fees

Your county is also eligible to apply for additional funds on a competitive basis during the fiscal year. Applications for competitive grant funds will be accepted by MDFQ on October 1 2012 and April 1 2014. We encourage you to consider what activities will best serve your county in enhancing local solid waste and recycling conditions and apply for the amount of funds which you have been allocated. The Department will also accept a joint application from the county for grant funds from both the non-competitive and competitive grant categories if the county desires to submit such an application. Our office is eager to assist you in obtaining and using these funds.

If you have any questions or would like a copy of the regulations governing the program, please call Denise Rodgers or Luis Murillo at 601-961-5171.

Sincerely



Mark Williams, P.E., Administrator  
Solid Waste Policy, Planning & Grants Branch

enclosures

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY  
GRANT APPLICATION  
PART I. GENERAL INFORMATION

1 Name of Applicant Clay County Board of Supervisors

2 Address of Applicant \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

3 Telephone No. of Applicant \_\_\_\_\_

4 Contact Person \_\_\_\_\_

5 Address of Contact Person (if different than applicant) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

6 Telephone No. of Contact Person \_\_\_\_\_

7 Email Address of Contact Person \_\_\_\_\_

8 Grant Request Category

\_\_\_\_\_ a Local Government Solid Waste Assistance Grant (attach Part 2a)  
Competitive grant request \_\_\_\_\_ Non Competitive grant request \_\_\_\_\_

\_\_\_\_\_ b Local Government Solid Waste Planning Grant (attach Part 2c)

\_\_\_\_\_ c Local Government Waste Tire Grant (attach Part 2b)

9 Descriptive Title of Project/Program \_\_\_\_\_

10 Describe the geographic area which the project/program will serve including the population to be served and list all political subdivisions to be served (e.g. counties, cities, etc.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

11 Is applicant in violation of or delinquent on any condition of a previously awarded grant or loan from the MDEQ?  
\_\_\_\_\_ yes \_\_\_\_\_ no (If yes, please attach an explanation)

12 Certification

To the best of my knowledge and belief, I certify that the information provided in this application including attachments is true, accurate, and correct. I further certify that I possess the authority to apply for this grant on behalf of the applicant.

\_\_\_\_\_  
Name of authorized representative (Please type or print)

\_\_\_\_\_  
Signature of authorized representative

\_\_\_\_\_  
Title of authorized representative (Please type or print)

Date  
**3/4/1**

Mississippi Department of Environmental Quality  
Solid Waste Policy, Planning & Grants Branch  
P. O. Box 2261, Jackson, MS 39225  
Phone: 601-961-5171/Fax: 601-961-5785

# SOLID WASTE ASSISTANCE GRANT REQUEST

## PART 2a

1 Grant Applicant \_\_\_\_\_

2 Please check one or more of the following activities which the applicant intends to conduct with the requested funds and include an estimate of the total funds needed to conduct the activity. Also attach a more detailed proposed breakdown of how the funds will be used such as costs for construction equipment, personnel, administration, etc. (Note that no more than 3% of the funds may be used for administration of the grant.)

|  | Funds Requested |
|--|-----------------|
| <input type="checkbox"/> A Cleanup of existing and/or future unauthorized dumps on public/private property   | \$ _____        |
| <input type="checkbox"/> B Establishment of a collection center or program for white goods, appliances, and other bulky rubbish waste not managed by local residential solid waste collection programs | \$ _____        |
| <input type="checkbox"/> C Provision of public notice and education related to the proper management of solid waste including recycling  | \$ _____        |
| <input type="checkbox"/> D Payment of the costs of employing a local solid waste enforcement officer (Complete Supplemental Part 3)  | \$ _____        |
| <input type="checkbox"/> E Payment of a maximum of seventy five percent (75%) of the cost of conducting household hazardous waste collection programs  | \$ _____        |
| <input type="checkbox"/> F Other permitted solid waste management program activities associated with the prevention, enforcement or abatement of unauthorized dumps as approved by the commission      | \$ _____        |
| <b>TOTAL FUNDS REQUESTED</b>   | <b>\$ _____</b> |

3 Please attach a narrative description for each part of Section 2 checked above indicating how the applicant proposes to conduct the activities with the funds requested.

- If the activity includes Section 2 A, the description must identify the primary solid waste management facilities that will be utilized to ensure proper management of all solid wastes. The description must also identify the person or office that will be responsible for making a reasonable effort to require any known person(s) responsible for creating an unauthorized dump to clean up the property before the applicant expends money from the grant funds to do so and the person or office that will be responsible on behalf of the applicant for making a reasonable effort to recover from the responsible person any funds expended by the applicant.
- If the activity includes Section 2 B, the description should identify the location of any proposed collection center, if known, and any other primary solid waste management facilities that will be utilized to ensure proper management of all collected items.
- If the activity includes Section 2 D, applicant must submit Part 3 Enforcement Officer Supplemental Grant Request form.
- If the activity includes Section 2 E, the project shall be conducted in accordance with the Mississippi Right Way -To Throw Away Program Regulations.

Mississippi Department of Environmental Quality  
 Solid Waste Policy, Planning & Grants Branch  
 P. O. Box 2261, Jackson, MS 39225  
 Phone: 601-961-5171/Fax: 601-961-5785



**SOLID WASTE ENFORCEMENT OFFICER  
SUPPLEMENTAL GRANT REQUEST FORM  
PART 3**

1 Grant Applicant \_\_\_\_\_

2 Standard Enforcement Officer Funding (up to 50%)

The standard enforcement officer funding may be requested from the local government's eligible Solid Waste Assistance Grant (SWAG) funding for the state fiscal year. Alternate funding (derived from waste tire funds) for the enforcement officer may be requested by the applicant if the applicant elects to utilize its eligible SWAG funds for other solid waste projects.

**Amount Requested**

A Solid Waste Assistance Grants (SWAG) Funds \_\_\_\_\_

B Alternate Base Funds (From waste tire funds) \_\_\_\_\_

3 Established Program Supplements

If the applicant has an established enforcement officer program (at least 2 years) and has requested the standard SWAG grant as per Section 2 A above, the applicant may request supplemental enforcement officer funding (derived from waste tire funds).

A Established Program Supplement (up to 25%)  
(Provide narrative indicating that the program has been successfully at least 2 years) \_\_\_\_\_

B Local Ordinance Supplement (up to 10%)  
(Attach copies of local illegal dumping ordinances and a narrative description of how such ordinances are enforced) \_\_\_\_\_

4 Total Grant Funding and Applicant Contribution

Total Grant Funds Requested  
(Total Funding From Parts 2 & 3) \_\_\_\_\_

Total Applicant Contribution \_\_\_\_\_

**Total Enforcement Officer Cost**  
(Note: State Grant Regulations define the cost of employing a solid waste enforcement officer as salary and fringe benefits.) \_\_\_\_\_

Mississippi Department of Environmental Quality  
Solid Waste Policy, Planning & Grants Branch  
P.O. Box 2261, Jackson, MS 39225  
Phone: 601-961-5171/Fax: 601-961-5785

(See Back)

**SOLID WASTE ENFORCEMENT OFFICER  
SUPPLEMENTAL GRANT REQUEST FORM  
PART 3 (continued)**

5 Enforcement Officer Information

a Name of Officer (if position filled) \_\_\_\_\_

b Position Title \_\_\_\_\_

c Division or Department \_\_\_\_\_

d Officer Contact Information

Work Mailing Address \_\_\_\_\_

Work Phone Number \_\_\_\_\_

Work Fax Number \_\_\_\_\_

E-Mail Address (if available) \_\_\_\_\_

6 The applicant must include a detailed job description which describes the Division or Agency of the local government in which the officer is employed the enforcement officer's primary duties and the percentage of time allocated to each primary duty. The work duties of the officer shall generally comply with the guidance document developed by the Department of Environmental Quality entitled Local Solid Waste Enforcement Officers Duties and Procedures.

Mississippi Department of Environmental Quality  
Solid Waste Policy, Planning & Grants Branch  
P. O. Box 2261, Jackson, MS 39225  
Phone: 601-961-5171/Fax: 601-961-5785

NO \_\_\_\_\_

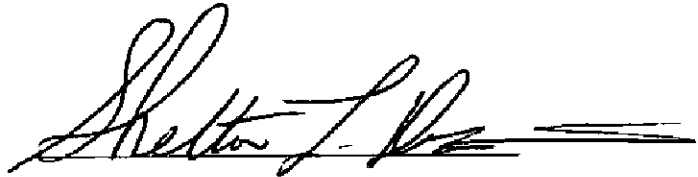
**IN THE MATTER OF AUTHORIZING TRAVEL**

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

After motion by Luke Lummus and second by Floyd McKee this Board doth vote unanimously to authorize travel for B J McClenton to travel to Jackson, MS to attend the Statewide Volunteer Fire Coordinator Training on October 8, 2013

SO ORDERED this 7<sup>th</sup> day of October, 2013



President

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**Amy Berry**

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**From** BJ McClenton <bjmcclenton@gmail.com>  
**Sent** Wednesday, October 02, 2013, 4:23 PM  
**To** aberry@claycounty.ms.gov  
**Subject** Fwd: Clay County Fire Coordinator

Ms Amy,

One of those letters will need to go to Brad Smith at the below address

Thank you,

BJ

----- Forwarded message -----

**From** Brad Smith <Brad.Smith@mid.ms.gov>  
**Date** Wed, Oct 2, 2013 at 4:05 PM  
**Subject** RE: Clay County Fire Coordinator  
**To** BJ McClenton <bjmcclenton@gmail.com>  
**Cc** Larry Barr <Larry.Barr@mid.ms.gov>, Tennia Carter <Tennia.Carter@mid.ms.gov>

Thanks, BJ. We will need a letter from your Board of Supervisors stating your appointment. I'm not sure you were made aware of this, but we have our bi-annual Statewide Fire Coordinator meeting on October 8. The meeting will begin at 8:30 AM and will be held at the Mississippi State Fire Academy. This is one of the four required meetings for fire coordinators each year.

Please don't hesitate to call or email if you have questions.

Brad Smith

State Deputy Fire Coordinator

Mississippi Insurance Department

Division of Fire Services Development

P O Box 79

Jackson, MS 39205-0079

Office 601-359-1062

Fax 601-359-1076

1346

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NO \_\_\_\_\_

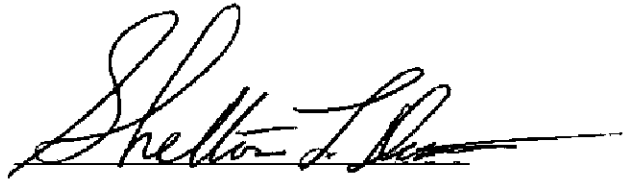
**IN THE MATTER OF AUTHORIZING TRAVEL**

---

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

After motion by Lynn Horton and second by Luke Lummus this Board doth vote unanimously to authorize Alvin Carter, Jr and Deputy Coroner Joey Faulkner to attend Medical Examiner's office 40 hour Educational Seminar on November 18 - 22, 2013 at MS Law Enforcement Training Academy in Pearl, MS

SO ORDERED this the 7<sup>th</sup> day of October, 2013



President



STATE OF MISSISSIPPI  
DEPARTMENT OF PUBLIC SAFETY

PHIL BRYANT  
GOVERNOR

OFFICE OF THE CHIEF MEDICAL EXAMINER  
MARK M. LEVAUGHN, M.D.

ALBERT SANTA CRUZ  
COMMISSIONER

2013 DEATH INVESTIGATION TRAINING  
November 18-22

Registration and Information update

Name Allen Carter, Jr  
Address 970 Fawn Drive  
Phone (work) 662-492-4455 Phone (home) 662 494 0565  
Cell 662-312-2380 Fax 662 492-0600  
E-Mail Address acarterjr66@yahoo.com  
County Clay Title (CMEI/DMED) CMEI

(Circle One)

Registration Fee \$400 (40-hours)/Full course \$100 (8-hours)/Per day

Specify Days 21. 22

Pre-Payment Required  
To MS State Medical Examiner's Office

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STATE OF MISSISSIPPI  
DEPARTMENT OF PUBLIC SAFETY

PHIL BRYANT  
GOVERNOR

OFFICE OF THE CHIEF MEDICAL EXAMINER  
MARK M. LEVAUGHN M.D.

ALBERT SANTA CRUZ  
COMMISSIONER

2013 DEATH INVESTIGATION TRAINING  
November 18-22

Registration and Information update

Name. JOSEPH W. FAULKNER

Address. 1031 E. BROAD ST. WEST POINT, MS 39773

Phone (work) \_\_\_\_\_ Phone (home) \_\_\_\_\_

Cell. 662-295-2333 Fax: \_\_\_\_\_

E-Mail Address. joeyfaulkner13@yahoo.com

County CLAY Title (CMEI/DMEI) \_\_\_\_\_

(Circle One)

Registration Fee \$400 (40-hours)/Full course \$100 (8-hours)/Per day

Specify Days 18, 19, 20, 21, 22

Pre-Payment Required  
To MS State Medical Examiner's Office

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STATE OF MISSISSIPPI  
DEPARTMENT OF PUBLIC SAFETY

PHIL BRYANT  
GOVERNOR

OFFICE OF THE CHIEF MEDICAL EXAMINER  
MARK M. LEVAUGHN MD

ALBERT SANTA CRUZ  
COMMISSIONER

August 30, 2013

To all coroners,

The Medical Examiner's Office has scheduled the 40 hour course for November 18-22 at the **Mississippi Law Enforcement Officers Training Academy** (3791 Hwy 468 West Pearl, MS 39208) There will be 28 rooms available at the **MLEOTA** campus for \$60/day That includes 3 full meals Each room has 2 beds There will be no hospitality suite and no alcohol on campus If you do not wish to stay on campus there are a few hotels around the area

- Super 8 – 601-718-1860 \$53 96+tax per room
- Quality Inn - 601-932-4025 \$56 95+tax per room
- Sleep Inn – 601-896-9638 \$70 00+tax per room
- Ramada – 601-933-1122 \$65 00+tax per room

If you wish to stay at a hotel but would like to eat on campus, the price for all 3 meals will be \$35 00/day

The **MLEOTA** contact info to reserve a room is

Barbara Lloyd  
601-933-2101  
3791 Hwy 468 West  
Pearl MS 39208

**\*\*Agenda to follow**

If you have any questions contact Nancy Saldana @ 601-987-1440, [nsaldana@mcl.state.ms.us](mailto:nsaldana@mcl.state.ms.us)  
Kristy Fuson @ 601-987-1619, [kfuson@mcl.state.ms.us](mailto:kfuson@mcl.state.ms.us)

Mississippi Medical Examiner's Office



NO \_\_\_\_\_

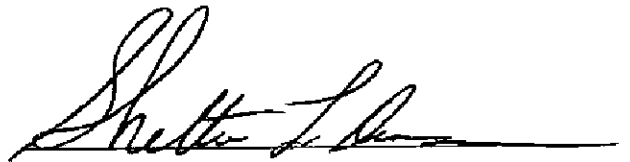
**IN THE MATTER OF APPROVING THE SCHOOL BUS TURNAROUNDS AS  
SUBMITTED BY THE CLAY COUNTY SCHOOL DISTRICT**

---

There came on this day for consideration the matter of approving the school bus turnarounds as submitted by the Clay County School District

After motion by Lynn Horton and second by Luke Lummus this Board doth vote unanimously to approve the designated school bus turnarounds as certified in the minutes of the Clay County School Board as attached hereto as Exhibit A

SO ORDERED this the 7<sup>th</sup> day of October, 2013



President

BOARD OF EDUCATION OF CLAY COUNTY, MISSISSIPPI  
MINUTES OF MEETING OF  
SEPTEMBER 3, 2013

BE IT REMEMBERED that the Board of Education of the Clay County School District met at 5 00 p m on September 3, 2013, at the Clay County Courthouse in West Point, Mississippi, when and where there were present Board members Annie Johnson, Priscilla Mosley, Tommy Coleman, Julie Harpole and J C Lyons Also present were Mae Brewer, Clay County Superintendent of Education, and Bob Marshall, attorney for the Board

Mrs Johnson called the meeting to order The invocation was given by Mr Lyons

The agenda was next considered Mrs Harpole moved that the agenda be approved as presented The motion was seconded by Mrs Mosley The motion passed unanimously

The minutes of the regular meeting of August 6, 2013, were next reviewed and considered Thereafter Mrs Mosley moved that the minutes be approved as presented The motion was seconded by Mr Coleman The motion passed unanimously

The next matter for consideration by the Board was the recommendation of Catrina Mosley, Director of Special Education, recommending that LaCondra Guyton be approved to transport student Kayden Cunningham to and from school and on field trips Reimbursement for travel mileage will be paid using the special education and pre-school funds Mrs Mosley further recommended that Sheena Brownlee be approved to transport student Jerdeyaviz Brownlee home from school in the afternoons when a bus driver is not available to transport such student Reimbursement for travel mileage will be paid using Special Education IDEA, Part B, funds After general discussion, Mrs Mosley moved that such recommendations for transportation be approved Further, in the event Mrs Guyton or Mrs Brownlee are unavailable to provide such transportation, that Mrs Mosley be authorized to designate another person for such transportation The motion was seconded by Mr Coleman The motion carried unanimously

Mrs Brewer next presented the bids to re-roof West Clay Elementary School The bid sheets and solicitation of bids were done by Pryor & Morrow, Architects The following bids were received

|   |                             |     |              |
|---|-----------------------------|-----|--------------|
| 1 | Dixie Roofing, Inc (of MS)  | 352 | \$278,994 00 |
| 2 | Graham Roofing Incorporated |     | \$315,113 00 |
| 3 | Copper Top Sheet Metal, Inc |     | \$320,300 00 |

4 Daniels, Nathan E Roofing Company, Inc \$425,800 00

After tabulation, Pryor & Morrow, Architects, recommended accepting the low bid of Dixie Roofing, Inc in the sum of \$278,994 00 Thereafter, Mrs Harpole moved that the low bid of Dixie Roofing, Inc in the sum of \$278,994 00 be accepted as the lowest and best bid The motion was seconded by Mr Lyons The motion carried unanimously

Mrs Harpole moved that the Board enter closed session The motion was seconded by Mr Lyons The motion carried unanimously and the Board entered closed session In closed session, Mr Lyons moved that the Board enter executive session for purposes of discussing potential litigation The motion was seconded by Mrs Harpole The motion carried unanimously and the Board thereby entered executive session Upon completion of the discussion in executive session, Mr Lyons moved that the Board resume regular session The motion was seconded by Mrs Harpole The motion carried unanimously and the Board resumed regular session In open session, Mrs Johnson announced that the Board had entered executive session to discuss a matter involving potential litigation, and that no action was taken

The matter of bus turnarounds for the 2013-2014 school year was next considered After general discussion, Mr Lyons moved for the adoption of the following Resolution, to-wit

RESOLUTION OF THE CLAY COUNTY  
BOARD OF EDUCATION APPROVING BUS  
TURNAROUNDS FOR THE 2013-2014 SCHOOL YEAR

WHEREAS, §19-3-42 of the Mississippi Code of 1972, as amended and annotated, provides for maintenance by the Board of Supervisors for roads and/or driveways which are used for school bus turnarounds, and

WHEREAS, the Clay Board of Education desires for certain school bus turnarounds be approved for the proper transportation of students of the Clay County School District

NOW THEREFORE, BE IT RESOLVED that the following list constitutes the roads and/or driveways to private residences which are currently used for school bus turnarounds and that such list be submitted to the said Clay County Board of Supervisors and requested the Clay County Board of Supervisors to approve the same, to-wit

District 3 – R B Davis  
Tracy Lofton  
Danny Smith  
Lonnie Brand

**353**

District 4 – Shelton Deanes  
Nettie Cannon

District 5 – Floyd McKee

Mae Brewer  
Thelma Hamilton  
Emma Watkins  
Larry Chandler  
Essie Reed  
Kevin Johnson  
Donald Murray  
Henry Lyons  
Samona Ballard  
Geanie Wooten  
Cedar Bluff Loop

The motion was seconded by Mr Coleman The motion carried unanimously

The Board next considered the following travel requests

1 Catrina Mosley, September 11, 2013, TBA, SPED Statewide Meeting, Oxford, August 20, 2013, Review of Monitoring Instrument, Jackson, Mississippi, October 2, 2013, ELL Assessment Training, SPED Fall Leadership Institute, September 25-26, 2013, Jackson, Mississippi,

2 Gwen Coleman, October 22-25, 2013, SAM Training, Biloxi, Mississippi, SPED Fall Leadership Institute, September 25-26, 2013, Jackson, Mississippi,

3 2<sup>nd</sup> and 3<sup>rd</sup> Graders and Chaperones, October 22, 2013, Mississippi School for Mathematics and Science, Science Carnival,

4 4<sup>th</sup> Graders and Chaperones, October 1, 2013, Wellness Center, West Point, Mississippi,

5 Mae Brewer and Helen Kennard, October 13-15, 2013, Mississippi Association of School Administrators Fall Leadership Conference,

6 Tara Spencer, September 26-27, 2013, Speech Conference, Oxford, Mississippi,

7 Honor Roll Students and Chaperones, November 17-22, 2013 (one of these dates), to see play, Starkville, Mississippi,

8 1<sup>st</sup> through 6<sup>th</sup> Grade Students and Chaperones, October 11, 2013, Reward for meeting AR Goal, Columbus, Mississippi, and

9 J C Lyons, September 23, 2013, Ethics Workshop, Batesville, Mississippi

Mrs Harpole moved that the travel requests be approved The motion was seconded by Mr Coleman The motion passed unanimously

The matter of payment of accounts was next considered The Board reviewed the accounts presented for payment Thereafter, Mr Lyons moved that docket claims #10,624 through

#10 687 be approved for payment as presented The motion was seconded by Mr Coleman The motion passed unanimously

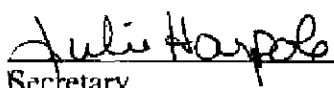
The financial statement for West Clay Elementary School for the month of August, 2013 was reported upon The balance for West Clay Elementary School is as follows

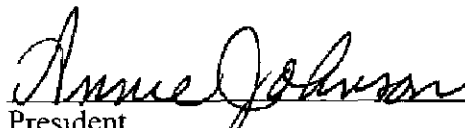
|                        |                  |
|------------------------|------------------|
| Beginning cash balance | \$5 998 55       |
| Receipts               | <u>\$ 104 31</u> |
| Total cash available   | \$6,102 86       |
| Expenditures           | <u>\$ -0-</u>    |
| Ending cash balance    | \$6,102 86       |

The Board next reviewed the statement of fund balances and income and expenditures report for the District for the prior month and year-to-date

There being no further business to come before the meeting, upon motion duly made, seconded and unanimously carried, said meeting was adjourned

APPROVED

  
Secretary

  
President

NO \_\_\_\_\_

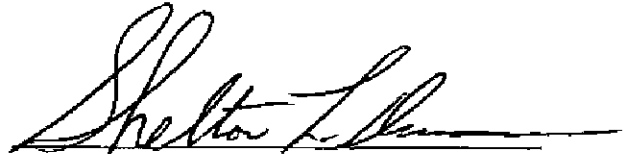
**IN THE MATTER OF REQUESTING THE CLAY COUNTY SCHOOL BOARD TO  
CONSIDER ADDING MAYFIELD DRIVE AND GREENFIELD SUBDIVISION AS  
DESIGNATED SCHOOL BUS TURNAROUNDS FOR THE CLAY COUNTY SCHOOL  
DISTRICT**

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There came on this day for consideration the matter of requesting the Clay County School Board to consider adding Mayfield Drive and Greenfield Subdivision as designated school bus turnarounds

After motion by Luke Lummus and second by Lynn Horton this Board doth vote unanimously to approve to designate Mayfield Drive and Greenfield Subdivision as school bus turnarounds and to request the Clay County School District Board to consider approving the same, to wit

SO ORDERED this the 7<sup>th</sup> day of October, 2013



President

A RESOLUTION OF THE CLAY COUNTY BOARD OF SUPERVISORS  
TRANSFERRING AND ASSIGNING TO THE CITY OF WEST POINT,  
MISSISSIPPI, CERTAIN CONTRACT RIGHTS WITH CALVERT-SPRADLING  
ENGINEERS, INC FOR ENGINEERING SERVICES IN THE  
CONSTRUCTION OF THE YOKOHAMA ELEVATED WATER TANK

WHEREAS, Clay County, Mississippi, acting by and through the Clay County Board of Supervisors ("Clay County"), the Clay County Economic Development District ("CCEDD") and the City of West Point, Mississippi ("City") were parties to a Memorandum of Understanding (the "MOU") with Yokohama Tire Corporation, which MOU was executed on April 29, 2013, and

WHEREAS, a contract (the "contract") was entered into between Calvert-Spradling Engineers, Inc ("Calvert-Spradling") and Clay County on the same date of April 29, 2013, whereby Calvert-Spradling would provide professional engineering services for the construction of an elevated water tank, rail spur, ALTA survey, and temporary water line in connection with Yokohama Tire plant infrastructure, and


WHEREAS, Section 10 02 of the MOU provides that the elevated water tank will be installed by the City with some of the funding coming from the CCEDD, and as contemplated by the MOU, all payments for the engineering services will be made by the City to Calvert-Spradling when such engineering services are rendered, and

WHEREAS, the County desires to assign its interest in such contract to the City and the City agrees to accept the responsibility of payment to Calvert-Spradling for its services rendered pursuant to the contract,

THEREFORE, for an in consideration of the acceptance by the City for all duties and responsibilities covered by the engineering contract for the elevated tank, the County does hereby transfer and assign all of its rights and interests in the aforesaid contract to the City

FURTHER, by its execution hereof and as contemplated in the MOU, the City does hereby accept responsibility for all duties and responsibilities covered by the engineering contract for the elevated tank

APPROVED by the Clay County Board of Supervisors on this the 7<sup>th</sup> day of October,  
2013

CLAY COUNTY BOARD OF SUPERVISORS  
BY   
Shelton Deanes, President

ATTEST

*Amy G. Berry*  
\_\_\_\_\_  
Amy G. Berry, Clerk

(SEAL)

APPROVED by the City of West Point, Mississippi, on this the 11<sup>th</sup> day of  
October, 2013

CITY OF WEST POINT, MISSISSIPPI

BY *Harmon A. Robinson*  
\_\_\_\_\_  
Harmon A. Robinson, Mayor

ATTEST

*Deloris Doss*  
\_\_\_\_\_  
Deloris Doss, Clerk

(SEAL)





# LETTER OF TRANSMITTAL



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

**Date** April 29, 2013  
**Job No** 212153  
**Attention** Amy Berry, Chancery Clerk  
**Reference** Project Triathlon

**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                        |
|--------|------|----|------------------------------------|
| 1      |      |    | Agreement Between Owner & Engineer |
|        |      |    |                                    |
|        |      |    |                                    |

## 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** *We have enclosed an executed engineering agreement on the Triathlon project for your files*

**SIGNED**

  
\_\_\_\_\_  
Stanley J Spradling, P E

359

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

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

**STANDARD FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES  
FUNDING AGENCY EDITION**

*Prepared by*

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**  
and  
Issued and Published Jointly By



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE  
*a practice division of the*  
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN CONSULTING ENGINEERS COUNCIL

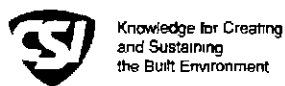
AMERICAN SOCIETY OF CIVIL ENGINEERS

This document has been approved and endorsed by  
The Associated General Contractors of America



and the

Construction Specification Institute



This document has been accepted by the  
United States Department of Agriculture  
Rural Utilities Services Water and Waste Programs

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STANDARD FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of \_\_\_\_\_ ( Effective Date”) between

Clay County Board of Supervisors ( Owner) and

Calvert-Spradling Engineers, Inc ( Engineer )

Owner intends to 1,000,000 gallon elevated water storage tank at the Prairie Belt Powersite 1.43 miles of rail to said site,  
an ALTA Survey of 500 acres and temporary water to site

CSE # 212153 (“Project”)

Financial assistance for this Project is expected to be provided by MDA (“Agency”),  
a governmental entity. Nothing herein creates any contractual relationship between Agency and Engineer.

Owner and Engineer agree as follows

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 General

A. Owner shall have the responsibilities set forth herein and in Exhibit B.

B. Owner shall pay Engineer as set forth in Exhibit C.

C. Owner shall be responsible for and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

**ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES**

3 01 *Commencement*

A. Engineer shall begin rendering services as of the Effective Date of the Agreement.

3 02 *Time for Completion*

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled to the recovery of direct damages resulting from such failure.

**ARTICLE 4 – INVOICES AND PAYMENTS**

4 01 *Invoices*

A. *Preparation and Submittal of Invoices* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C, and in a manner acceptable to Owner. Engineer shall submit its invoices to Owner no more than once per month. Invoices are due and payable within 30 days of receipt.

4 02 *Payments*

- A. *Application to Interest and Principal* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay* If Owner fails to make any payment due Engineer for services and expenses within 60 days after receipt of Engineer's invoice and funds are available for the Project, then:
  - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said sixtieth day; and
  - 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices* If Owner contests an invoice, Owner may withhold only that portion so contested, and must pay the undisputed portion.
- D. *Legislative Actions* If after the Effective Date of the Agreement any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be

applied. Owner shall pay such invoiced new taxes, fees, and charges, such payment shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C

## ARTICLE 5 – OPINIONS OF COST

### 5 01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner wishes greater assurance as to probable Construction Cost, Owner shall employ an independent cost estimator as provided in Exhibit B.

### 5 02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F, "Construction Cost Limit," to this Agreement.

### 5 03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

## ARTICLE 6 – GENERAL CONSIDERATIONS

### 6 01 *Standards of Performance*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
- B. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct any such deficiencies in technical accuracy without additional compensation except to the extent such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner. The retention of such Consultants shall not reduce the Engineer's obligations to Owner under this Agreement.
- D. Subject to the standard of care set forth in Paragraph 6 01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. Engineer and Owner shall comply with applicable Laws and Regulations. Engineer shall comply with Owner-mandated standards that Owner has provided to Engineer in writing. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, and compensation.

- F Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents
- G The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract, Funding Agency Edition" as prepared by the Engineers Joint Contract Documents Committee (No C-710 2002 Edition) unless both parties mutually agree to use other General Conditions by specific reference in Exhibit I.
- H Engineer shall not at any time supervise, direct, or have control over Contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.
- I Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- J Engineer shall not be responsible for the acts or omissions of any Contractor, subcontractor or supplier or of any of their agents or employees or of any other persons (except Engineer's own employees and its Consultants) at the Site or otherwise furnishing or performing any Work, or for any decision made on interpretations or clarifications of the Contract Documents given by Owner without consultation and advice of Engineer
- K All Contract Documents and Applications for Payment shall be subject to Agency concurrence

6 02 *Design without Construction Phase Services*

- A. If Engineer's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, then (1) Engineer's services under this Agreement shall be deemed complete no later than the end of the Bidding or Negotiating Phase, (2) Engineer shall have no design or shop drawing review obligations during construction, (3) Owner assumes all responsibility for the application and interpretation of the Contract Documents, contract administration, construction observation and review, and all other necessary Construction Phase engineering and professional services, and (4) Owner waives any claims against the Engineer that may be connected in any way thereto

6 03 *Use of Documents*

- A. All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants
- B A party may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- C Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files

- D When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents creator
- E Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Engineer grants Owner a license to use the Documents on the Project, extensions of the Project, and other projects of Owner, subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project or on any other project without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to Engineer's Consultants; (3) Owner shall indemnify and hold harmless Engineer and Engineer's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties
- F If Engineer at Owner's request verifies or adapts the Documents for extensions of the Project or for any other project, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer

6.04 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer
- B. Owner shall procure and maintain insurance as set forth in Exhibit G "Insurance." Owner shall cause Engineer and Engineer's Consultants to be listed as additional insureds on any general liability or property insurance policies carried by Owner which are applicable to the Project
- C. Owner shall require Contractor to purchase and maintain general liability and other insurance in accordance with the requirements of paragraph 5.04 of the "Standard General Conditions of the Construction Contract, Funding Agency Edition," (No. C-710, 2002 Edition) as prepared by the Engineers Joint Contract Documents Committee and to cause Engineer and Engineer's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project shall contain provisions to the effect that Engineer's and Engineer's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds or additional insureds thereunder
- F. At any time Owner may request that Engineer or its Consultants, at Owner's sole expense provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements

6.05 Suspension and Termination

A. Suspension

- 1. By Owner. Owner may suspend the Project upon seven days written notice to Engineer



- 2 By Engineer If Engineer's services are substantially delayed through no fault of Engineer, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement.

**B Termination** The obligation to provide further services under this Agreement may be terminated

1 For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party
- b. By Engineer
  - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional, or
  - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control
  - 3) Engineer shall have no liability to Owner on account of such termination.
- c. Notwithstanding the foregoing, this Agreement will not terminate under paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice

2 For convenience,

- a. By Owner effective upon Engineer's receipt of notice from Owner

**C Effective Date of Termination** The terminating party under paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files

**D Payments Upon Termination.**

- 1 In the event of any termination under paragraph 6.05, Engineer will be entitled to invoice Owner and to receive payment for all acceptable services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.
- 2 In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C

**E. Delivery of Project Materials to Owner** Prior to the effective date of termination, the Engineer will deliver to Owner copies of all completed Documents and other Project materials for which Owner has compensated Engineer. Owner's use of any such Documents or Project materials shall be subject to the terms of Paragraph 6.03

6 06 *Controlling Law*

- A This Agreement is to be governed by the law of the state in which the Project is located, its conflict of laws provisions excepted.

6 07 *Successors Assigns and Beneficiaries*

- A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6 07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C Unless expressly provided otherwise in this Agreement
- 1 Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by Owner or Engineer to any Contractor, Contractor's subcontractor, supplier, other individual or entity or to any surety for or employee of any of them.
  - 2 All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
  - 3 Owner agrees that the substance of the provisions of this paragraph 6 07 C shall appear in the Contract Documents.

6 08 *Dispute Resolution*

- A Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights under law.
- B If the parties fail to resolve a dispute through negotiation under paragraph 6 08.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights under law.

6 09 *Environmental Condition of Site*

- A. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances and other Constituents of Concern located at or near the Site including type, quantity and location.
- B Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer exist at the Site.
- C If Engineer encounters an undisclosed Constituent of Concern, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

- D It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate or remove the Constituents of Concern, and (2) warrants that the Site is in full compliance with applicable Laws and Regulations
- E If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both, or (2) terminating this Agreement for cause on 30 days notice
- F Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an 'arranger' "operator" generator or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6 10 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner and Owner's officers, directors, partners, agents, consultants, and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, partners, employees or Consultants
- B. *Indemnification by Owner* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer, Engineer's officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, partners, agents, consultants, or employees, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.
- C. *Environmental Indemnification* In addition to the indemnity provided under paragraph 6 10 B of this Agreement, and to the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) caused by arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *Percentage Share of Negligence* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by through, or under the other party for any cost, loss, or damage caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual

shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer and all other negligent entities and individuals

- E. *Mutual Waiver* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

6 11 *Miscellaneous Provisions*

- A. *Notices* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims* To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence no later than the date of Substantial Completion.

ARTICLE 7 - DEFINITIONS

7 01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above or in the exhibits, in the following provisions; or in the "Standard General Conditions of the Construction Contract, Funding Agency Edition," prepared by the Engineers Joint Contract Documents Committee (No. C-710, 2002 Edition)
1. *Additional Services* - The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A, Part 2, of this Agreement.
  2. *Agency* - The Federal or state agency named on page 1 of this Agreement.
  3. *Basic Services* - The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A, Part 1, of this Agreement.
  4. *Construction Cost* - The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

- 5 *Constituent of Concern* – Any substance product, waste or other material of any nature whatsoever (including but not limited to, Asbestos Petroleum, Radioactive Material, and PCBs) which is or becomes listed regulated, or addressed pursuant to [a] the Comprehensive Environmental Response, Compensation and Liability Act, 42 U S C §§9601 et seq ( ‘CERCLA ) [b] the Hazardous Materials Transportation Act, 49 U S C §§1801 et seq , [c] the Resource Conservation and Recovery Act, 42 U S C §§6901 et seq ( RCRA ’) [d] the Toxic Substances Control Act, 15 U S C §§2601 et seq , [e] the Clean Water Act, 33 U S C §§1251 et seq , [f] the Clean Air Act, 42 U S C §§7401 et seq and [g] any other federal state, or local statute law rule regulation, ordinance resolution, code, order or decree regulating relating to or imposing liability or standards of conduct concerning any hazardous toxic, or dangerous waste, substance, or material.
- 6 *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer s independent professional associates consultants subcontractors or vendors
- 7 *Documents* – Data, reports, Drawings Specifications Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement
- 8 *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor Shop Drawings are not Drawings as so defined.
- 9 *Effective Date of the Agreement* – The date indicated in this Agreement on which it becomes effective If no such date is indicated it means the date on which Agency concurs with the Agreement
- 10 *Laws and Regulations Laws or Regulations* – Any and all applicable laws rules, regulations ordinances, codes and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction
- 11 *Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project
- 12 *Resident Project Representative* – The authorized representative of Engineer if any assigned to assist Engineer at the Site during the Construction Phase The Resident Project Representative will be Engineer s agent or employee and under Engineer s supervision As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by Owner The duties and responsibilities of the Resident Project Representative if any are as set forth in Exhibit D
- 13 *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials equipment, systems standards, and workmanship as applied to the Work and certain administrative details applicable thereto
- 14 *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way compensation for damages to properties Owner s costs for legal accounting, insurance counseling and auditing services interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.

## ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

### 8 01 *Exhibits Included*

- A. Exhibit A, Engineer s Services, consisting of 9 pages
- B. Exhibit B Owner s Responsibilities, consisting of 3 pages

- C Exhibit C, "Payments to Engineer for Services and Reimbursable Expenses," consisting of 2 pages
- D Exhibit D 'Duties Responsibilities and Limitations of Authority of Resident Project Representative' consisting of 4 pages
- E Exhibit E, "Notice of Acceptability of Work," consisting of NA pages
- F Exhibit F "Construction Cost Limit," consisting of NA pages
- G Exhibit G "Insurance," consisting of NA pages
- H Exhibit H, "Dispute Resolution," consisting of NA pages
- I Exhibit I, "Special Provisions" consisting of NA pages
- J Exhibit J, "Amendment to Standard Form of Agreement," consisting of NA pages

8 02 *Total Agreement*

- A. This Agreement (consisting of pages 1 to 29), inclusive together with the exhibits identified above) constitutes the entire agreement between Owner and Project and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, or modified by a duly executed written instrument based on the format of Exhibit J to this Agreement.

8 03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

8 04 *Federal Requirements*

- A. *Agency Concurrence* Signature of a duly authorized representative of Agency in the space provided on the signature page hereof does not constitute a commitment to provide financial assistance or payments hereunder but does signify that this Agreement conforms to Agency's applicable requirements.
- B. *Audit and Access to Records* For all negotiated contracts and negotiated modifications (except those of \$10,000 or less) Owner, Agency, the Comptroller General, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Engineer which are pertinent to the Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions. Engineer shall maintain all required records for three years after final payment is made and all other pending matters are closed.
- C. *Restrictions on Lobbying* Engineer and each Consultant shall comply with Restrictions on Lobbying (Public Law 101-121, Section 319) as supplemented by applicable Agency regulations. This Law applies to the recipients of contracts and subcontracts that exceed \$100,000 at any tier under a Federal loan that exceeds \$150,000 or a Federal grant that exceeds \$100,000. If applicable, Engineer must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Agreement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 USC 1352. Each tier shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Certifications and disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.

D *Suspension and Debarment* Engineer certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. Engineer will not contract with any Consultant for this project if it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. Necessary certification forms shall be provided by the Owner.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner

Clay County Board of Supervisors

By *Shelton Deane*  
Title Shelton Deane, President

Date Signed 4/29/13

Address for giving notices

P O Box 815  
West Point  
MS 39773

Designated Representative (see paragraph 8 03 A)

Luke Lumms  
Title President

Phone Number 662-494-3124

Facsimile Number 662-492-4059

E-Mail Address \_\_\_\_\_

AGENCY CONCURRENCE

Agency \_\_\_\_\_

By (Signature) \_\_\_\_\_

Typed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Engineer

Calvert-Spradling Engineers Inc

By *Robert L. Calvert*  
Title Robert L Calvert President

Date Signed 4-29-13

Engineer License or Certificate No  
Robert L Calvert, P E #4499  
State of MS

Address for giving notices

P O Drawer 1078  
West Point  
MS 39773

Designated Representative (see paragraph 8 03 A)

Stanley J Spradling  
Title P E

Phone Number 662-494-7101

Facsimile Number 662-494-8549

E-Mail Address sspradling@bellsouth.net

**Owner's Consultant's Services**

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**PART 1 – BASIC SERVICES**

Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties Engineer shall provide Basic and Additional Services as set forth below

**A.1 01 Study and Report Phase**

**A. Engineer shall**

- 1 Consult with Owner to define and clarify Owner's requirements for the Project and available data.
- 2 Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B which are not part of Engineer's Basic Services
- 3 Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by Engineer including but not limited to mitigating measures identified in the environmental assessment.
- 4 Identify and evaluate all reasonable alternate solutions available to Owner and after consultation with Owner, recommend to Owner those solutions which in Engineer's judgment meet Owner's requirements for the Project.
- 5 In accordance with Agency guidance, prepare a preliminary engineering report (the "Report") which will, as appropriate, contain schematic layouts, sketches, operation and maintenance costs, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to Owner which Engineer recommends. For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a summary of allowances for other items and services included within the definition of Total Project Costs.
- 6 Perform or provide the following additional Study and Report Phase tasks or deliverables
  - a Environment Report in accordance with Agency requirements
  - b Provide engineering information for applications and supporting documents for private or governmental grants, loans, or advances in connection with the Project
  - c Prepare feasibility studies and preliminary ranges of rate schedules if required for the Project.
- 7 Furnish review copies of the Report and any other deliverables to Owner and Agency within 90 calendar days of authorization to begin services and review it with Owner
- 8 Revise the Report and any other deliverables in response to Owner's and Agency's comments as appropriate and furnish copies of the revised Report and any other deliverables to the Owner and Agency within 60 calendar days of receipt of all such comments



B Engineer's services under the Study and Report Phase will be considered complete on the date when the revised Report and any other deliverables have been delivered to and accepted by Owner and Agency, as appropriate

A.1 02 *Preliminary Design Phase*

- A. After acceptance by Owner and Agency of the Report and any other deliverables selection by Owner of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, and upon written authorization from Owner, Engineer shall
- 1 Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
  - 2 Provide necessary field surveys and topographic and utility mapping for design purposes Utility mapping will be based upon information obtained from utility owners
  - 3 Provide to Owner three copies of maps showing the general location of required construction easements and permanent easements and the land to be acquired
  - 4 Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services
  - 5 Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in collating the various cost categories which comprise Total Project Costs
  - 6 Perform or provide the following additional Preliminary Design Phase tasks or deliverables [
  - 7 Furnish review copies of the Preliminary Design Phase documents and any other deliverables to Owner (and Agency, if required) within 60 calendar days of authorization to proceed with this phase, and review them with Owner
  - 8 Revise the Preliminary Design Phase documents and any other deliverables in response to comments from Owner (and Agency), as appropriate, and furnish to Owner (and Agency) copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within 60 calendar days after receipt of all such comments
- B Engineer's services under the Preliminary Design Phase will be considered complete on the date when the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables have been delivered to Owner (and Agency if required)

A.1 03 *Final Design Phase*

- A. After acceptance by Owner (and by Agency if required) of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other deliverables subject to any Owner-directed modifications or changes in the scope, extent, character or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall
- 1 Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. If appropriate Specifications shall conform to the 16-division format of the Construction Specifications Institute.
  - 2 Provide technical criteria, written descriptions and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project, assist Owner in consultations with such authorities, and revise the Drawings and Specifications in response to directives from such authorities.
  - 3 Advise Owner of any adjustments to the opinion of probable Construction Cost and any adjustments to Total Project Costs known to Engineer.
  - 4 Perform or provide the following additional Final Design Phase tasks or deliverables:
  - 5 Prepare and furnish Bidding Documents for review by the Owner, its legal counsel, its other advisors, regulatory agencies, and Agency within 90 calendar days of authorization to proceed with this phase and assist Owner in the preparation of other related documents. Bidding documents will comply with Agency's requirements in effect as of the date of Owner authorizing work in this phase.
  - 6 Revise the Bidding Documents in accordance with comments and instructions from the Owner and Agency, as appropriate and submit final copies of the Bidding Documents, a revised opinion of probable Construction Cost, and any other deliverables to Owner and Agency within 60 calendar days after receipt of all such comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when the submittals required by paragraph A.1.03.A.6 have been delivered to and accepted by Owner and Agency.
- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.
- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is three. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A.1 04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner and Agency of the Bidding Documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall
- 1 Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-Bid conferences if any, and receive and process contractor deposits or charges for the Bidding Documents.

- 2 Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents
- 3 Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors
- 4 Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the Bidding Documents
- 5 Determine the acceptability of substitute materials and equipment proposed when substitution is necessary because the specified item is incompatible with the Project or fails to comply with applicable codes
- 6 Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables
- 7 Attend the Bid opening, prepare Bid tabulation sheets and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.

B The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement)

A.1 05 *Construction Phase*

A Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall

- 1 *General Administration of Construction Contract.* Consult with Owner and act as Owner's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the General Conditions except as otherwise provided in writing.
- 2 *Resident Project Representative (RPR)* Unless otherwise notified in writing by Owner, Engineer shall provide the services of Resident Project Representative (RPR) at the Site to assist Engineer and to provide more continuous observations of such work on a full-time basis unless part-time services are expressly approved by Agency and this Agreement is amended accordingly. Engineer will, prior to the pre-construction conference, submit a resume of the RPR's qualifications for approval by Owner and Agency. The duties, responsibilities, and limitations of authority of the RPR are as set forth in Exhibit D. The furnishing of such Resident Project Representative service will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
- 3 *Selecting Independent Testing Laboratory* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B paragraph B 2 01 O.
- 4 *Pre-Construction Conference* Participate in a Pre-Construction Conference prior to commencement of Work at the Site. If RPR services are provided by Engineer, ensure RPR attends Pre-Construction Conference.
- 5 *Schedules* Receive review and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
- 6 *Baselines and Benchmarks* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

- 7 *Visits to Site and Observation of Construction* In connection with observations of Contractor's Work while it is in progress
- a Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary but at least monthly, to observe as an experienced and qualified design professional the progress and quality of Contractor's executed Work. Such visits and observations by Engineer and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment as assisted by the Resident Project Representative; if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
  - b The purpose of Engineer's visits to and representation by the Resident Project Representative if any at the Site will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety on the Site for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- 8 *Defective Work* Recommend to Owner that Contractor's Work be rejected while it is in progress if, on the basis of Engineer's observations, Engineer believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
- 9 *Clarifications and Interpretations, Field Orders* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Engineer may issue Field Orders authorizing minor variations in the Work from the requirements of the Contract Documents.
- 10 *Change Orders and Work Change Directives* Recommend Change Orders and Work Change Directives to Owner as appropriate and prepare Change Orders and Work Change Directives as required.
- 11 *Shop Drawings and Samples* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
- 12 *Substitutes and or-equal* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor but subject to the provisions of paragraph A.2.01 A.23 of this Exhibit A.

- 13 *Inspections and Tests* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
- 14 *Disagreements between Owner and Contractor* Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work, review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
- 15 *Applications for Payment* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation.
- a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
- b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive extended to every aspect of Contractor's Work in progress or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
- 16 *Contractor's Completion Documents* Receive review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under paragraph A.1.05 A.11 and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer will be limited as provided in paragraph A.1.05 A.11.
- 17 *Substantial Completion*. Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner, the Agency's representative and Contractor, conduct a pre-final

inspection to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner, Agency, and Contractor.

18 *Record Drawings* Prepare and furnish to Owner a set of reproducible Project Record Drawings showing appropriate record information based on Record Drawing information from Contractor and Project documentation received from RPR.

19 *Additional Tasks* Perform or provide the following additional Construction Phase tasks or deliverables:

20 *Final Notice of Acceptability of the Work* In company with Owner's and Agency's representative, conduct a final inspection to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice in the form attached hereto as Exhibit E (the "Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of paragraph A.1.05 A.15 b) to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.

B *Duration of Construction Phase* The Construction Phase will commence with the execution of the first construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in paragraph A.1.03 C, Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction-Phase services are required after the original date for final completion of the Work as set forth in the construction Contract.

C *Limitation of Responsibilities* Engineer shall not be responsible for the acts or omissions of any Contractor or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any of the Work. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

#### A.1.06 *Post-Construction Phase*

A. Upon written authorization from Owner, Engineer during the Post-Construction Phase shall:

- 1 Provide assistance in connection with the adjusting of Project equipment and systems.
- 2 Assist Owner in training Owner's staff to operate and maintain Project equipment and systems.
- 3 Assist Owner in developing procedures for control of the operation and maintenance of, and record keeping for Project equipment and systems.
- 4 Together with Owner, visit the Project to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.
- 5 Perform or provide the following additional Post-Construction Phase tasks or deliverables: N/A
- 6 In company with Owner or Owner's representative, provide an inspection of the Project within one month before the end of the Correction Period for Contractor's Work to ascertain whether any portion of the Work is subject to correction.

B The Engineer shall provide a total of 16 hours of assistance and necessary reimbursable expenses in providing services during the Post-Construction Phase.

- C The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A will terminate at the end of the Construction Contract's Correction Period

## **PART 2 – ADDITIONAL SERVICES**

### **A.2.01 Additional Services Requiring Owner's Advance Written Authorization and Agency's Concurrence**

- A. If authorized in writing by Owner, with Agency concurrence Engineer shall furnish or obtain from others Additional Services of the types listed below
- 1 Preparation or review of environmental assessments and impact statements review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others, and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project (which are not part of Basic Services)
  - 2 Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others
  - 3 Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond Engineer's control. Redesign to reduce Project costs to within the funds available as stated in Exhibit F shall not be considered Additional Services
  - 4 Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in paragraph A.1.01.A.4
  - 5 Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer
  - 6 Providing renderings or models for Owner's use
  - 7 Undertaking investigations and studies including but not limited to detailed consideration of operations, maintenance and overhead expenses, the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals, assistance in obtaining financing for the Project, evaluating processes available for licensing, and assisting Owner in obtaining process licensing, detailed quantity surveys of materials, equipment, and labor and audits or inventories required in connection with construction performed by Owner
  - 8 Furnishing services of Engineer's Consultants for other than Basic Services
  - 9 Services attributable to more prime construction contracts than specified in paragraph A.1.03.C
  - 10 Services (which are not part of Basic Services) during out-of-town travel required of Engineer other than for visits to the Site or Owner's office
  - 11 Preparing for, coordinating with, participating in and responding to structured independent review processes including but not limited to, construction management, cost estimating, project peer review, value engineering and constructability review requested by Owner and performing or furnishing services required to revise studies, reports, Drawings, Specifications or other Bidding Documents as a result of such review processes
  - 12 Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.

- 13 Determining the acceptability of substitute materials and equipment proposed during the Bidding or Negotiating Phase when substitution prior to the award of contracts is allowed by the Bidding Documents
- 14 Assistance in connection with Bid protests, rebidding or renegotiating contracts for construction, materials, equipment, or services except when such assistance is required by Exhibit F. Rebidding or renegotiating contracts to reduce the contract costs to funds available as stated in Exhibit F shall not be considered Additional Services
- 15 Providing construction surveys and staking to enable Contractor to perform its work other than as required under paragraph A.1 05 A 6, and any type of property surveys or related engineering services needed for the transfer of interests in real property and providing other special field surveys
- 16 Providing Construction Phase services beyond the Contract Times set forth in Exhibit C
- 17 Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations
- 18 Preparation of operation and maintenance manuals
- 19 Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project
- 20 Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner
- 21 Other services performed or furnished by Engineer not otherwise provided for in this Agreement.
- 22 Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner so as to make compensation commensurate with the extent of the Additional Services rendered.
- 23 Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than or-equal items and services after the award of the Construction Contract in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions
- 24 Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) the presence at the Site of any Constituent of Concern, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor (5) acceleration of the progress schedule involving services beyond normal working hours or (6) default by Contractor
- 25 Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.
- 26 Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.



**Owner's Responsibilities**

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Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties

- B 1 01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense
- A Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability and any budgetary limitations, and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications, and furnish copies of Owner's standard forms conditions and related documents for Engineer to include in the Bidding Documents when applicable
  - B Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs or investigation at or adjacent to the Site
  - C Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
    - 1 Property descriptions
    - 2 Zoning deed, and other land use restrictions
    - 3 Property boundary easement, right-of-way and other special surveys or data, including establishing relevant reference points
    - 4 Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
    - 5 Environmental assessments, audits investigations and impact statements and other relevant environmental or cultural studies as to the Project, the Site and adjacent areas if not part of Engineer's services
    - 6 Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto
  - D Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor
  - E Furnish as appropriate other services or authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required
  - F Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.

- G Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I Provide as required for the Project
- 1 Accounting, bond and financial advisory independent cost estimating, and insurance counseling services
  - 2 Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises or Engineer reasonably requests
  - 3 Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid
  - 4 Placement and payment for advertisement for Bids in appropriate publications
- J Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including but not limited to cost estimating, project peer review, value engineering, and constructability review
- K Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs
- L If Resident Project Representative services are not to be provided pursuant to paragraph A.1 05.A.2 or otherwise provide a qualified representative to observe the progress and quality of the Work.
- M If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer
- N Attend the pre-bid conference, bid opening, pre-construction conferences construction progress and other job related meetings and Substantial Completion and final payment inspections
- O Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- P Provide inspection or monitoring services by an individual or entity other than Engineer (and disclose the identity of such individual or entity to Engineer) as Owner determines necessary to verify
- 1 that Contractor is complying with any Laws or Regulations applicable to Contractor's performing and furnishing the Work; or
  - 2 that Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety

Q Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to paragraphs B.2 01 O and P

R. Perform or provide the following additional services

**Payments to Engineer for Services and Reimbursable Expenses**

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Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties

**ARTICLE 2 – OWNER’S RESPONSIBILITIES**

*C 2 01 Compensation for Basic Services (other than Resident Project Representative Services) – Lump Sum Method of Payment*

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative if any as follows
- 1 For services performed or furnished under paragraph A 1 01, the Lump Sum amount of N/A after the Study and Report Phase Services are considered complete as defined in Exhibit A.
  - 2 For services performed or furnished under paragraphs A 1 02 through A.1 06 (excluding the services of the Resident Project Representative) the Lump Sum amount of See Appendix “A”
  - 3 The Lump Sum compensation for services performed or furnished under paragraphs A 1 02 through A.1 06 shall be payable as follows
    - a A sum which equals 30 percent of the Lump Sum compensation payable under paragraph C.2 01 A.2, above after the Preliminary Design Phase documents are revised and submitted to Owner (and Agency if required)
    - b A sum which, together with the compensation provided under paragraph C 2 01 A.3 a, equals 50 percent of the Lump Sum compensation payable under paragraph C 2 01 A.2, after the Final Design Phase documents are completed and submitted to Owner and Agency
    - c A sum which, together with the compensation provided under paragraph C 2 01 A.3 a and b equals 70 percent of the Lump Sum compensation payable under paragraph C 2 01 A.2 after Final Design Phase services are considered complete as defined in Exhibit A.
    - d A sum which, together with the compensation provided in paragraphs C 2 01 A.3 a, b and c equals 80 percent of the Lump Sum compensation payable under paragraph C 2 01 A.2 after Bidding or Negotiating Phase services are considered complete as defined in Exhibit A.
    - e A sum equal to 15 percent of the Lump Sum compensation payable under paragraph C 2 01 A.2 will be paid for general engineering review of the Contractor’s Work during the construction period on percentage ratios identical to those approved by the Engineer as a basis upon which to make partial payments to the Contractor(s) Payments will be made on a monthly basis However, payment under this paragraph will be in an amount such that the aggregate of the sums paid to the Engineer under paragraphs C 2 01 A.3 a through C.2 01 A.3 e will equal 95 percent of the Lump Sum amount stipulated in paragraph C 2 01 A.2
    - f A final payment which, together with the compensation provided in paragraphs C 2 01 A.3 a through C 2 01 A.3 e equals 100 percent of the Lump Sum compensation payable under paragraph C 2 01 A.2 shall be made when it is determined that all services required under paragraphs A 1 02 through A.1 05 have been completed Such payment includes payment for Post-Construction Phase services under

paragraph A.1 06 Engineer remains responsible to Owner for the technical adequacy and completeness of such services

4 The Lump Sum includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor overhead, profit, and Reimbursable Expenses

B Period of Service The compensation amount stipulated in paragraph C 2 01.A.2 is conditioned on a period of service not exceeding 6 months. Should such period of service be extended, the compensation amount for Engineer's services shall be appropriately adjusted

C The ENGINEER shall provide survey services as required for this project. Fees for said services shall be lump sum and shall not exceed See Appendix "A" for this project. Invoice will be submitted when survey is 100% complete

D The ENGINEER shall provide an environmental assessment survey as required. The ENGINEER shall be compensated a lump sum fee of \$N/A for said services. The environmental assessment will be invoiced by the ENGINEER when 100% complete

*C 2 02 Compensation for Resident Project Representative Services – Lump Sum Method of Payment*

E Owner shall pay Engineer for Resident Project Representative Services as follows

- 1 *Resident Project Representative Services* For services of Engineer's Resident Project Representative, if any, under paragraph A.1 05 of Exhibit A, the Lump Sum amount of See Appendix "A". The Lump Sum includes compensation for the Resident Project Representative's services and for the services of any direct assistants to the Resident Project Representative. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses related to the Resident Project Representative's Services
- 2 The total compensation for Resident Project Representative services is predicated on the Contract Times not exceeding 90 days and such compensation shall not be exceeded without written approval of Owner and concurrence of Agency
- 3 Payment for Resident Project Representative Services shall be on a monthly basis prorated according to the percent complete of construction.
- 4 Contract period is expected to be 3 months for construction. In the event the construction period exceeds 3 months and the project representative days have exceeded 60 days the additional resident project inspection fee will be invoiced at \$50/hour to the OWNER. Such compensation shall not be invoiced without prior written approval of OWNER and concurrence of AGENCY

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**Duties, Responsibilities and Limitations of Authority of Resident Project Representative**

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Paragraph 1.01 A of the Agreement is amended and supplemented to include the following agreement of the parties

**C 1.02 Resident Project Representative**

- A Engineer shall furnish a Resident Project Representative ("RPR") assistants, and other field staff to assist Engineer in observing progress and quality of the Work. The RPR, assistants, and other field staff under this Exhibit D shall provide full time representation unless representation to a lesser degree is approved by Agency
  
- B Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Contractor's work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected or used by Contractor for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific terms set forth in section A.1.05 of Exhibit A of the Agreement are applicable
  
- C The duties and responsibilities of the RPR are as follows
  - 1 *General* RPR is Engineer's agent at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with Engineer and Contractor keeping Owner advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner with the knowledge of and under the direction of Engineer
  
  - 2 *Schedules* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability
  
  - 3 *Conferences and Meetings* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof
  
  - 4 *Liaison*
    - a Serve as Engineer's liaison with Contractor working principally through Contractor's superintendent, assist in providing information regarding the intent of the Contract Documents
  
    - b Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations
  
    - c Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

- 5 *Interpretation of Contract Documents* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer
- 6 *Shop Drawings and Samples*
  - a. Record date of receipt of Samples and approved Shop Drawings
  - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
  - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer
- 7 *Modifications* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer
- 8 *Review of Work and Rejection of Defective Work*
  - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents
  - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- 9 *Inspections Tests and System Startups*
  - a. Consult with Engineer in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.
  - b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
  - c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
  - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer
- 10 *Records*
  - a. Maintain at the Site orderly files for correspondence, reports of job conferences reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the Contract Documents progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents
  - b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders Field Orders, Work Change Directives or

changed conditions, Site visitors, daily activities, decisions observations in general, and specific observations in more detail as in the case of observing test procedures, and send copies to Engineer

- c Record names addresses, fax numbers e-mail addresses, web site locations, and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
- d. Maintain records for use in preparing Project documentation.
- e Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer

11 *Reports*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor s compliance with the progress schedule and schedule of Shop Drawing and Sample submittals
- b Draft and recommend to Engineer proposed Change Orders Work Change Directives and Field Orders Obtain backup material from Contractor
- c Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports
- d Immediately notify Engineer of the occurrence of any Site accidents emergencies, acts of God endangering the Work, damage to property by fire or other causes or the discovery of any Constituent of Concern.

12 *Payment Requests* Review Applications for Pavment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13 *Certificates, Operation and Maintenance Manuals* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

14 *Completion*

- a Participate in a Substantial Completion (pre-final) inspection, and assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
- b Observe Contractor-arranged inspections required by Laws and Regulations applicable to the Work, including but not limited to those performed by public agencies having jurisdiction over the Work.
- c Participate in a final inspection in the company of Engineer Owner, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
- d Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

D Resident Project Representative shall not

- 1 Authorize any deviation from the Contract Documents or substitution of materials or equipment (including or-equal items)
- 2 Exceed limitations of Engineer s authority as set forth in the Agreement or the Contract Documents



- 3 Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.
- 4 Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents
- 5 Advise on, issue directions regarding, or assume control over safety practices, precautions and programs in connection with the activities or operations of Owner or Contractor
- 6 Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer
- 7 Accept Shop Drawing or Sample submittals from anyone other than Contractor
- 8 Authorize Owner to occupy the Project in whole or in part.

Compensation as follows

|                 | <b>Engineering</b> | <b>Inspection</b> | <b>Survey</b> | <b>Testing</b> |
|-----------------|--------------------|-------------------|---------------|----------------|
| Elevated Tank   | \$215,280 00       | 91 080 00         |               |                |
| Rails           | 406 800 00         |                   |               | 110 946 00     |
| ALTA Survey     |                    |                   | 53 000 00     |                |
| Temporary Water | 31,250 00          |                   |               |                |

# Clay County Branch of the NAACP

P O Box 33

West Point, MS 39773-0033

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Dr Johnnie Rasberry, Ph D , President

Ms Louise Clarke, Treasurer

September 2013

Dear Supporters,

On Friday, October 25, 2013 at 7 00 p m at Living Manna Resource Outreach Hope Center, the Clay County Branch of the NAACP will host its annual Life Membership Celebration Much of the evening's program will be spent paying tribute to our organization's first president, Mr John W Jackson He was a man of great integrity and numerous accomplishments Moreover, he was a giant who fought valiantly for equality, social and economic justice for us all As most of you may know Mr Jackson departed this life a few months ago His legacy, however, will live on Our local branch did not want the death of our first president to appear to go unnoticed Therefore, we voted unanimously to invite a few of his friends who knew him intimately They will be invited to come and share fond memories of a man who championed causes that engendered love and respect for him- ones what inspired future leaders to do ever greater works On that evening we will serve a light meal and will honor our life members and introduce our life subscribing members Tickets are \$15 00 Reserved tables for eight (8) can be purchased for \$120 00

We also understand that there will be those in attendance or those who may be unable to attend, who will want to express their sentiments as well However, because of time constraints, it will be impossible to do so that evening If you desire, however, to share your thoughts I ask that you consider purchasing a testamentary letter/comment ad and have it placed in this year's program booklet The rates are as follows

\$25 00-quarter page ad (Three sentences or less)

\$40 00 -half page ad (Paragraph)


\$75 00 -full page ad (Your page printed in its entirety) \*

\*(Your statement will be copied from your original text)

All ads should be submitted on or before October 18 Checks should be made payable to the Clay County Branch of the NAACP

Thank you for your continued support!

Most sincerely,

  
Johnnie Rasberry, Ph D , President

Robert Smith, Life Members Coordinator

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Clay County Unit of the NAACP  
Table Reservation and/or Ad Request Form

Yes, please reserve a table for eight (8) for my organization

Please Print

Your Name \_\_\_\_\_

Address \_\_\_\_\_

Name of Organization \_\_\_\_\_

Remittance Enclosed \$ \_\_\_\_\_ (\$120 00)

Checks should be made payable to the Clay County NAACP on or before \_\_\_\_\_

Yes, I want to purchase an ad

full page, \$75 00

half page, \$40 00

quarter page, \$25 00

Your Name \_\_\_\_\_

Business/Church \_\_\_\_\_

Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone # \_\_\_\_\_

Wording in ad or you may submit a business card (Please Print)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CHECKS SHOULD BE MADE PAYABLE TO Clay County Unit of the NAACP on or before \_\_\_\_\_

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A remittance of \$ \_\_\_\_\_ is enclosed

NO \_\_\_\_\_

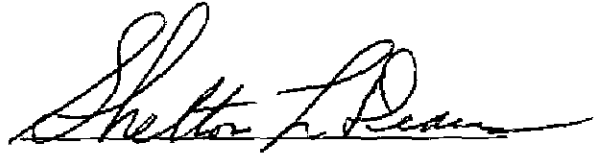
**IN THE MATTER OF GOING INTO CLOSED SESSION**

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There came on this day for consideration the matter of going into closed session

After motion by Luke Lummus and second by Floyd McKee this Board doth vote  
unanimously to go into closed session

SO ORDERED this the 7<sup>th</sup> day of October, 2013



President

NO \_\_\_\_\_

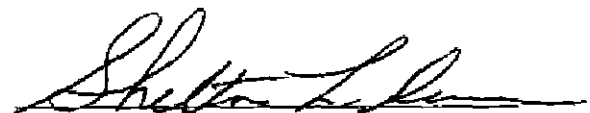
**IN THE MATTER OF GOING FROM CLOSED SESSION TO EXECUTIVE SESSION  
AS ALLOWED UNDER SECTION 25-41-7 TO DISCUSS ACQUISITION OF  
PROPERTY AND POTENTIAL LITIGATION**

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There came on this day for consideration the matter of going from closed session to  
executive session as allowed under Section 25-41-7 to discuss acquisition of property and  
potential litigation

After motion by Lynn Horton and second by Luke Lummus this Board doth vote  
unanimously to go from closed session into executive session as allowed under section 25-41-7  
of the Mississippi Code to discuss the matters stated above

SO ORDERED this the 7<sup>th</sup> day of October, 2013



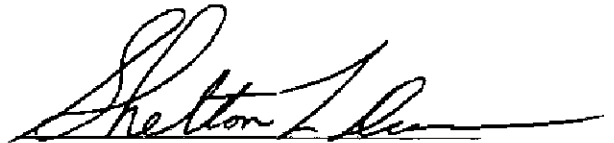
President

NO \_\_\_\_\_

**IN THE MATTER OF COMING OUT OF EXECUTIVE SESSION**

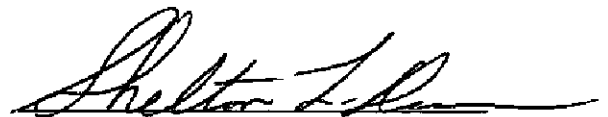
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There came on this day for consideration the matter of coming out of executive session  
After motion by Floyd McKee and second by Lynn Horton this Board doth vote  
unanimously to come out of executive session  
SO ORDERED this the 7<sup>th</sup> day of October, 2013



President

After motion by Floyd McKee and second by Luke Lummus this Board doth vote  
unanimously to recess until Thursday, October 10, 2013, at 9 00 a m



President