

**BE IT REMEMBERED** that the Board of Supervisors of Clay County, Mississippi, met at the Courthouse in West Point, MS, on the 26th day of November, 2014, at 9:00 a.m., and present were Lynn Horton, Luke Lummus, R. B. Davis, Shelton Deanes, and Floyd McKee, President. Also present were Amy G. Berry, Clerk of the Board, Bob Marshall, Board Attorney, and Eddie Scott, 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 NOVEMBER 26, 2014**

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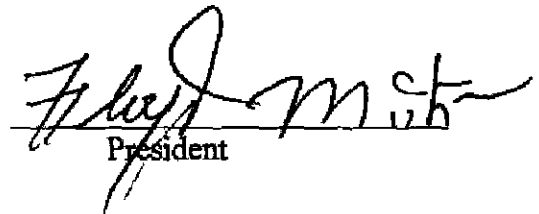
There came on this day for consideration the matter of adopting and amending the agenda for the Board of Supervisors meeting held on November 26, 2014

It appears to this Board the matters listed below need to be discussed and considered upon by this Board

- Robert Calvert
- Luke Lummus regarding the Spring Creek Project

After motion by Luke Lummus and second by Lynn Horton the Board doth vote unanimously to adopt the agenda as presented 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 26th day of November, 2014

  
President



NO \_\_\_\_\_

**IN THE MATTER OF AUTHORIZING TO DECLARE SURPLUS PROPERTY FOR DISTRICT 4 AND AUTHORIZING TO SALE FOR SCRAP THE SAID PROPERTY**

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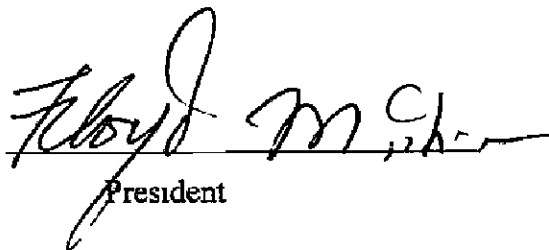
There came on this day for consideration the matter of authorizing to declare surplus property for District 4 and authorizing to sale for scrap the said property

It appears to this Board Supervisor Shelton Deanes is requesting this board declare the assets listed below as surplus property of which are no longer operating and in a condition to benefit the county for the intended use of the said equipment as listed, to-wit,

- D4113, Chevrolet Truck 4 WD 1985, s/n# 1GCHD34J8FF432613
- D4094, Chevrolet C10 1988, s/n# 1GCDC14K7JE10555

After motion by Shelton Deanes and second by Lynn Horton this Board doth vote unanimously to authorize to declare the property listed above as surplus property and further authorizes to sale the said equipment for scrap with the sale proceeds being deposited back into the District 4 Road Fund

SO ORDERED this the 26<sup>th</sup> day of November, 2014

  
President

11/20/2014  
FAMBEM  
Delete

FIXED ASSETS  
Mobile Equipment File Maintenance

09 17 00  
GINGER  
Key # 396

Description CHEVROLET TRUCK 4WD 1985 (GREEN)  
Location D4 SHED  
Vendor TOMBIGBEE USED CARS Serial # 1GCHD34J8FF432613  
Property # D4113 Project # \_\_\_\_\_ Current Value 3250 00  
\*Department # 304 DISTRICT 4 Objective # 86 MOBILE EQUIPMEN  
\*Acquisition P PURCHASED \*Disposal \_\_\_\_\_  
Ledger? Y (Y/N)  
\*Asset Type MVP MOTOR VEHICLE - Useful Life 5 Years  
Salvage % 10 Salvage \$ 325 Cap Threshold 5000  
GASB Eligible? N (Y/N) Depreciate? N (Y/N)  
Accumulated Depreciation \_\_\_\_\_  
Cap Value 3250 00 Date 12/10/2009  
Remarks \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

11/25/2014  
FAMBEM  
Delete

FIXED ASSETS  
Mobile Equipment File Maintenance

09 16 30  
GINGER  
Key # 302

Description CHEVROLET C10 1988  
Location DISTRICT 4 SHED  
Vendor KLUTTS AUTO SALES Serial # 1GCDC14K7JE105553  
Property # D4094 Project # \_\_\_\_\_ Current Value 2400.00  
\*Department # 304 DISTRICT 4 Objective # 86 MOBILE EQUIPMEN  
\*Acquisition P PURCHASED \*Disposal \_\_\_\_\_  
Ledger? Y (Y/N)  
\*Asset Type MVP MOTOR VEHICLE Useful Life 5 Years  
Salvage % 10 Salvage \$ 240 Cap Threshold 5000  
GASB Eligible? N (Y/N) Depreciate? N (Y/N)  
Accumulated Depreciation \_\_\_\_\_  
Cap Value 2400.00 Date 3/24/2005  
Remarks \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

NO \_\_\_\_\_

**IN THE MATTER OF AUTHORIZING TRAVEL FOR THE CORONER AND DEPUTY  
CORONER**

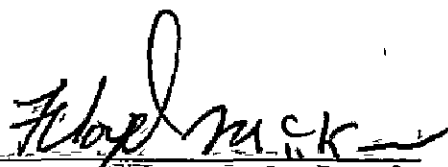
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There came on this day for consideration the matter of authorizing travel for the Coroner and Deputy Coroner

It appears to this Board the Coroner, Alvin Carter, Jr, is requesting authority to travel to Jackson, MS for the 2015 Winter Conference, January 7-9, 2015, at the Jackson Hilton for him and the deputy Coroner Joey Faulkner, as attached hereto as Exhibit A

After motion by Lynn Horton and second by Luke Lummus this Board doth vote unanimously to authorize the Coroner and deputy Coroner to travel to Jackson to the 2015 Winter Conference

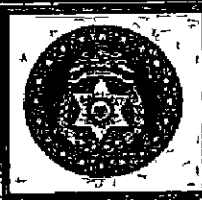
SO ORDERED this the 26<sup>th</sup> day of November, 2014

  
\_\_\_\_\_  
President

C. G.

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Alvin Cader Jr & Joseph E. ... Request to travel



# Mississippi Coroner-Medical Examiner Association

Promoting the professionalism of Mississippi's Coroner/Medical Examiners

- Home
- Officers
- Coroners
- Seminars
- Training
- Pathologists
- Memorials
- Forensic
- CDC
- Funerary Svcs Bd
- Missing Children
- Cause of Death
- DMORT
- Bill Status
- ME Software
- MCA Twitter
- MMRT (PDF)



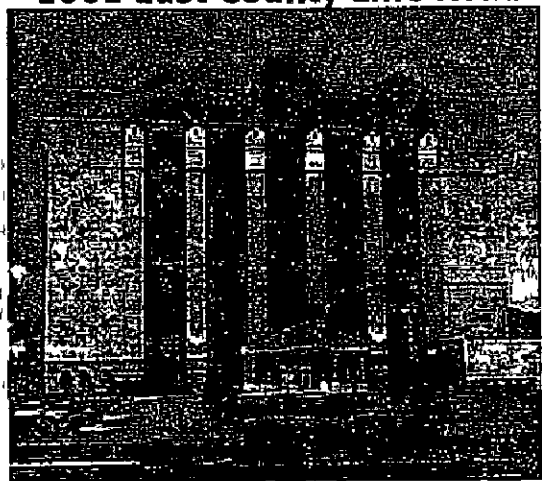
## Seminars & Conferences



# 2016 WINTER CONFERENCE

## January 7-8-9, 2015

Jackson Hilton  
1001 East County Line Road



**601-957-2800**

Room Rate \$121 per night  
Deadline for making reservations  
December 17, 2014

### REGISTRATION

Please register by clicking on the link below. Using your computer keyboard, enter your information in the text boxes with a red border. You then can print your registration form.

[Registration Form](#)

### MEMBERSHIP APPLICATION

Please apply for membership by clicking on the link below. Using your computer keyboard enter your information in the text boxes with a



2015 Winter Conference Registration Form

Non-member \$350 00

Member \$250 00 plus \$100 00 membership dues for those who have not paid membership dues due January 1<sup>st</sup> of each year

Conference fee "DOES NOT" include lodging

\*\*\*\*\*

PLEASE COMPLETE THIS FORM AND RETURN WITH YOUR PAYMENT TO,

MS CORONER/MEDICAL EXAMINER ASSOCIATION

P O BOX 248

BATESVILLE, MS 38606

ATTN GRACIE GRANT-GULLEDGE

NAME

WORK PHONE  CELL PHONE

E-MAIL

COUNTY/TITLE

EE



NO \_\_\_\_\_

**IN THE MATTER OF AUTHORIZING THE ELECTION COMMISSIONERS TO  
TRAVEL TO ECAM CONVENTION**

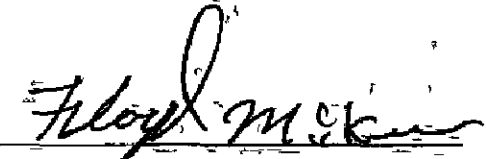
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There came on this day for consideration the matter of authorizing the Election Commissioners to travel to ECAM Convention

It appears to this board the Election Commissioners are requesting to travel to Philadelphia, MS on January 20-21, 2014 for ECAM Convention as attached hereto as Exhibit A

After motion by R B Davis and second by Lynn Horton this Board doth vote unanimously to authorize the Election Commissioners to travel to the ECAM Convention as attached hereto as Exhibit A

SO ORDERED this the 26<sup>th</sup> day of November, 2014

  
President

Clay County, MS  
Travel Request Form

Date of Request 11-18-2014

To the Board of Supervisors of Clay County, MS

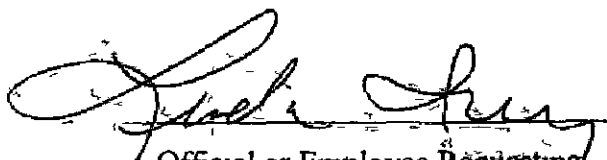
Destination of Travel Philadelphia, MS

Dates of Travel January 20, 2014 & January 21, 2014

Cost of Travel \_\_\_\_\_

Nature of Official Business ECM Convention

Glenn Lutz, Tommy Buzon, Wendy Howell,  
Joyce Washington and Saward Walker  
Election Commission Board Member

  
Official or Employee Requesting  
Authority to Travel

The above form must be completed and signed prior to travel. Additionally, it must be filed with the Clerk of the Board of Supervisors to be presented to the Board for authority to travel as per Section 25-3-41 of the Mississippi Code 1972. This form must be received prior to a Board meeting to be presented to the Board of Supervisors. The Board meets as follows: First Monday of the month, First Thursday following the First Monday, and The Fourth Thursday of the month.

It is your responsibility to make sure I received this form. If you leave the form and I am not here, please be sure to follow up with a phone call to confirm I received your request to present to the Board.

If you should have any questions, please do not hesitate to call me. Thanks!

Robbie Robinson  
Chancery Clerk

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## Welcome to the ECAM 2015 Certification and Training Seminar

As an Election Commissioner, we are required by state statute to train annually on how to conduct elections. It is vital that we participate and make every effort to learn as much as possible while there. We ask that you try to keep an open mind because we know that much of the materials that are presented might sound redundant and you may feel that it is something that you don't need. The laws change and naturally procedures for conducting elections change as well. All we ask is that you participate and show respect to all presenters as well as the staff of the Pearl River Resort.

- Please find on page 2 the 2015 ECAM Registration and Hotel Registration form. We ask that you please fill out the form "properly" and turn it as quickly as possible to Larry Gardner, ECAM treasurer. Some of you in the past have turned the form in to the wrong person and we ask that you please pay attention to the information on the form and follow those instructions. Please note that we have limited training space and therefore, registration will be on a "First Come" "First Serve" basis. We would love for ALL commissioners throughout the state to attend the convention so we can all participate in one place at one time.
- Extra night's stay in the hotel is now at \$65.00 per night and must be paid in advance. Please note on the registration form any extra nights you may have and pay accordingly.
- If you desire a special type of room, such as "Non-Smoking" or "Handicapped" it must be requested on the form when it is returned to Larry Gardner, not later once you arrive. IF you do not request it on the form, you will be given a room decided by the Hotel.
- Silent Auction will always be done at each ECAM certification training event. Please remember to bring an item(s) of at least \$25 or more in value and place them in the upstairs skyboxes 2 and 3.
- IF you have special needs regarding to diet, please make Larry Gardner aware of this on the registration form.
- Also, please note that the meal prices have slightly increased! If you have a family member coming to the convention with you and you desire to purchase meal tickets for them, they can be purchased from ECAM treasurer Larry Gardner or ECAM Convention Chair Danny Glaskox prior to the meals being served.
- **NO ONE WILL BE SERVED WITHOUT A MEAL TICKET.. NO EXCEPTIONS!**

**REMEMBER TO BRING YOUR NAME BADGE ISSUED BY THE SOS LAST YEAR!**

**ECAM 2015 ANNUAL ELECTIONS SEMINAR AND TRAINING  
SILVER STAR HOTEL & CONVENTION CENTER – PHILADELPHIA, MISSISSIPPI  
January 21, 22, 23, 2015**

**PLEASE REGISTER EARLY! SPACE IS LIMITED**

Print Name Sawana Denise Walker  
 (Legal name as it appears on your ID)  
 Address 10395 CCC Pine Rd City Prairie Zip 39756  
 Phone (Home) 662 448 4690 (Work) \_\_\_\_\_ (Cell) 295 91663  
 Congressional District 1 Supervisor District 4 County Clay  
 EMAIL (Confirmation will be done by email provided) sawanawalker@gmail.com  
 Please check appropriate box  County Election Commissioner  Circuit Clerk  
 Newly Elected/Appointed Election Commissioner/Clerk Other \_\_\_\_\_  
 Name of Election Commission Chairperson Thomas Bryan  
 Name of Roommate \_\_\_\_\_  
 List only if this person is an Election Commissioner

**Spouse/Guest Meal Tickets** Will be available for purchase at the convention registration desk.  
 (There will be **NO** spouse or guest tickets sent in advance of the convention)  
 Ticket prices are Breakfast- \$20 each-- lunch buffet- \$25 each-- banquet tickets-\$40 each

**DO NOT SEND MONEY FOR SPOUSE/GUEST MEAL TICKETS WITH THIS FORM**

**ECAM MEMBER** County Election Commissioner (\$310 00) (Includes 2 nights in Hotel) \$ 310<sup>00</sup>  
 Registration Fee - \$270 00 + Dues - \$40 00 = \$310 00  
**ECAM ASSOCIATE MEMBER** (\$300 00) (Includes 2 nights in Hotel) \$ \_\_\_\_\_  
 Registration Fee - \$270 00 + Dues - \$30 00 = \$300 00  
**ECAM MEMBER** ATTENDING CONVENTION--BUT NOT STAYING IN HOTEL \$ \_\_\_\_\_  
 Registration Fee - \$140 00 + Dues - \$40 00 = \$180 00  
**ECAM ASSOCIATE MEMBER** ATTENDING CONVENTION--BUT NOT STAYING IN HOTEL \$ \_\_\_\_\_  
 Registration Fee - \$140 00 + Dues - \$30 00 = \$170 00

**NOTE ALL FUNDS MUST BE SENT TO ECAM TREASURER--NOT THE HOTEL!**

**Additional Night** (\$65 00 per night) \$65 00 X \_\_\_\_\_ = \$ \_\_\_\_\_  
**LATE REGISTRATION FEE** After January 1, 2015 ADD \$25 00 \$ \_\_\_\_\_

**ECAM will pay for two nights stay at the hotel. Any other nights are your responsibility at the current hotel rate and must be booked and paid by each individual. If you do not fill out the information below, you will be subject to what is available!**

Single  Double  Smoking  Non-Smoking  Handicap

TOTAL Amount Enclosed (MAKE ALL CHECKS PAYABLE TO ECAM) \$ 310<sup>00</sup>

**Regular registration deadline is January 1, 2015 - Cancellation required by January 10, 2015  
NO refunds after January 10, 2015 cancellation date!**

I understand and agree to these Terms Sawana Walker Date 11-17-14

**MAIL THIS FORM AND ALL CHECKS TO** Hon LARRY GARDNER  
 2 SUMMERFIELD PLACE  
 NATCHEZ, MS 39120

Contact # 601-807-5262, Email [legard@aol.com](mailto:legard@aol.com)

**DON'T FORGET SILENT AUCTION ITEMS: SILENT AUCTION WILL BE IN SKY BOXES 2 & 3 UPSTAIRS**

**ECAM 2015 ANNUAL ELECTIONS SEMINAR AND TRAINING  
SILVER STAR HOTEL & CONVENTION CENTER – PHILADELPHIA, MISSISSIPPI  
January 21, 22, 23, 2015**

**PLEASE REGISTER EARLY! SPACE IS LIMITED**

Print Name Joyce Washington  
(Legal name as it appears on your ID)

Address P O Box 1852 City West Point Zip 39773

Phone (Home) 662-295-8741 (Work) \_\_\_\_\_ (Cell) \_\_\_\_\_

Congressional District 1 Supervisor District 5 County Clay

EMAIL (Confirmation will be done by email provided) joycewashington1@att.net

Please check appropriate box  County Election Commissioner  Circuit Clerk

Newly Elected/Appointed Election Commissioner/Clerk Other \_\_\_\_\_

Name of Election Commission Chairperson Thomas Bryan

Name of Roommate \_\_\_\_\_

List only if this person is an Election Commissioner

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**ECAM ASSOCIATE MEMBER** (\$300.00) (Includes 2 nights in Hotel) \$ \_\_\_\_\_  
Registration Fee - \$270.00 + Dues - \$30.00 = \$300.00

**ECAM MEMBER** ATTENDING CONVENTION--**BUT NOT STAYING IN HOTEL** \$ \_\_\_\_\_  
Registration Fee - \$140.00 + Dues - \$40.00 = \$180.00

**ECAM ASSOCIATE MEMBER** ATTENDING CONVENTION--**BUT NOT STAYING IN HOTEL** \$ \_\_\_\_\_  
Registration Fee - \$140.00 + Dues - \$30.00 = \$170.00

**NOTE ALL FUNDS MUST BE SENT TO ECAM TREASURER----NOT THE HOTEL!**

Additional Night (\$65.00 per night) \$65.00 X 1 = \$ 65.00

**LATE REGISTRATION FEE** After January 1, 2015 ADD \$25.00 \$ \_\_\_\_\_

ECAM will pay for two nights stay at the hotel. Any other nights are your responsibility at the current hotel rate and must be booked and paid by each individual. If you do not fill out the information below, you will be subject to what is available!

Single  Double  Smoking  Non-Smoking  Handicap

TOTAL Amount Enclosed **(MAKE ALL CHECKS PAYABLE TO E C A M)** \$ 375.00

**Regular registration deadline is January 1, 2015 – Cancellation required by January 10, 2015**

**NO refunds after January 10, 2015 cancellation date!**

I understand and agree to these Terms: Joyce Washington Date. 11-17-14

MAIL THIS FORM AND ALL CHECKS TO  
Hon LARRY GARDNER  
2 SUMMERFIELD PLACE  
NATCHEZ, MS 39120

Contact # 601-807-5262, Email. [legard@aol.com](mailto:legard@aol.com)

**DON'T FORGET SILENT AUCTION ITEMS SILENT AUCTION WILL BE IN SKY BOXES 2 & 3 UPSTAIRS**

01/06/2014

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**ECAM 2015 ANNUAL ELECTIONS SEMINAR AND TRAINING  
SILVER STAR HOTEL & CONVENTION CENTER – PHILADELPHIA, MISSISSIPPI  
January 21, 22, 23, 2015**

**PLEASE REGISTER EARLY! SPACE IS LIMITED**

Print Name Wendy S Howell  
(Legal name as it appears on your ID)

Address 8769 Hwy 47 City West Point Zip 39773

Phone (Home) 662-295-3991 (Work) \_\_\_\_\_ (Cell) \_\_\_\_\_

Congressional District 1 Supervisor District 3 County Clay

EMAIL (Confirmation will be done by email provided) howellwm08@gmail.com

Please check appropriate box  County Election Commissioner  Circuit Clerk  
 Newly Elected/Appointed Election Commissioner/Clerk Other \_\_\_\_\_

Name of Election Commission Chairperson Thomas Bryan

Name of Roommate \_\_\_\_\_

List only if this person is an Election Commissioner

**Spouse/Guest Meal Tickets. Will be available for purchase at the convention registration desk.**

(There will be **NO** spouse or guest tickets sent in advance of the convention).

Ticket prices are Breakfast- \$20 each-- lunch buffet- \$25 each-- banquet tickets-\$40 each.

**DO NOT SEND MONEY FOR SPOUSE/GUEST MEAL TICKETS WITH THIS FORM**

**ECAM MEMBER** County Election Commissioner (\$310.00) (Includes 2 nights in Hotel) \$ 310.00  
Registration Fee - \$270.00 + Dues - \$40.00 = \$310.00

**ECAM ASSOCIATE MEMBER** (\$300.00) (Includes 2 nights in Hotel) \$ \_\_\_\_\_  
Registration Fee - \$270.00 + Dues - \$30.00 = \$300.00

**ECAM MEMBER** ATTENDING CONVENTION—BUT NOT STAYING IN HOTEL \$ \_\_\_\_\_  
Registration Fee - \$140.00 + Dues - \$40.00 = \$180.00

**ECAM ASSOCIATE MEMBER** ATTENDING CONVENTION—BUT NOT STAYING IN HOTEL \$ \_\_\_\_\_  
Registration Fee - \$140.00 + Dues - \$30.00 = \$170.00

**NOTE ALL FUNDS MUST BE SENT TO ECAM TREASURER—NOT THE HOTEL!**

**Additional Night** (\$65.00 per night) \$65.00 X \_\_\_\_\_ = \$ \_\_\_\_\_

**LATE REGISTRATION FEE** After January 1, 2015 ADD \$25.00 \$ \_\_\_\_\_

ECAM will pay for two nights stay at the hotel. Any other nights are your responsibility at the current hotel rate and must be booked and paid by each individual. If you do not list the information below, you will be subject to what is available!

Single  Double  Smoking  Non-Smoking  Handicap

TOTAL Amount Enclosed **(MAKE ALL CHECKS PAYABLE TO E C A M)** \$ \_\_\_\_\_

**Regular registration deadline is January 1, 2015 – Cancellation required by January 10, 2015**

**NO refunds after January 10, 2015 cancellation date!**

I understand and agree to these Terms: Wendy S Howell Date: 11-17-14

**MAIL THIS FORM AND ALL CHECKS TO**

Hon LARRY GARDNER  
2 SUMMERFIELD PLACE  
NATCHEZ, MS 39120

Contact #- 601-807-5262, Email. [legard@aol.com](mailto:legard@aol.com)

**DON'T FORGET SILENT AUCTION ITEMS. SILENT AUCTION WILL BE IN SKY BOXES 2 & 3 UPSTAIRS**

0.5 6, 2014

ECAM 2015 ANNUAL ELECTIONS SEMINAR AND TRAINING  
SILVER STAR HOTEL & CONVENTION CENTER - PHILADELPHIA, MISSISSIPPI  
January 21, 22, 23, 2015

PLEASE REGISTER EARLY! SPACE IS LIMITED

Print Name Tommy Bryan  
(Legal name as it appears on your ID)  
Address 1449 Waverly Rd City West Point Zip 39773  
P.O. Box 1234  
Phone (Home) 662-295-7121 (Work) 662-295-7121 (Cell) 662-295-7121  
Congressional District #1 Supervisor District #2 County Clay

MAIL (Conformation will be done by email provided) bl21bryan@live.com

Please check appropriate box  County Election Commissioner  Circuit Clerk  
 Newly Elected/Appointed Election Commissioner/Clerk  Other \_\_\_\_\_

Name of Election Commission Chairperson Tommy Bryan

Name of Roommate N/A  
List only if this person is an Election Commissioner

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TOTAL Amount Enclosed (MAKE ALL CHECKS PAYABLE TO ECAM) \$ 310<sup>00</sup>

Regular registration deadline is January 1, 2015 - Cancellation required by January 10, 2015

**NO refunds after January 10, 2015 cancellation date!**

I understand and agree to these Terms \_\_\_\_\_ Date 11-17-14

MAIL THIS FORM AND ALL CHECKS TO  
Hon. LARRY GARDNER  
2 SUMMERFIELD PLACE  
NATCHEZ, MS 39120

Contact # 601-807-5262, Email [legard@aol.com](mailto:legard@aol.com)

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**ECAM 2015 ANNUAL ELECTIONS SEMINAR AND TRAINING  
SILVER STAR HOTEL & CONVENTION CENTER - PHILADELPHIA, MISSISSIPPI  
January 21, 22, 23, 2015**

PLEASE REGISTER EARLY! SPACE IS LIMITED

Print Name LINDA IVY  
 (Legal name as it appears on your ID)  
 Address 933 CARVER STREET City WEST POINT Zip 39173  
 Phone (Home) 662 474 9229 (Work) \_\_\_\_\_ (Cell) 662 854 1021  
 Congressional District 1 Supervisor District 1 County CLAY  
 EMAIL (Conformation will be done by email provided) oneal283@yahoo.com  
 Please check appropriate box  County Election Commissioner  Circuit Clerk  
 Newly Elected/Appointed Election Commissioner/Clerk  Other \_\_\_\_\_  
 Name of Election Commission Chairperson Thomas Bryan  
 Name of Roommate \_\_\_\_\_  
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TOTAL Amount Enclosed **(MAKE ALL CHECKS PAYABLE TO ECAM)** \$ 310.00

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NO refunds after January 10, 2015 cancellation date!

I understand and agree to these Terms: Linda Ivy Date: 11-7-14

MAIL THIS FORM AND ALL CHECKS TO Hon LARRY GARDNER  
 2 SUMMERFIELD PLACE  
 NATCHEZ, MS 39120

Contact # 601-807-5262, Email legard@aol.com

**DON'T FORGET SILENT AUCTION ITEMS. SILENT AUCTION WILL BE IN SKY BOXES 2 & 3 UPSTAIRS**



NO \_\_\_\_\_

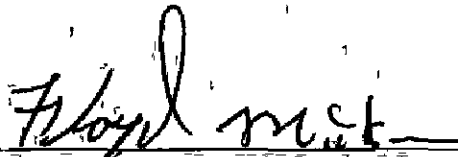
**IN THE MATTER OF AUTHORIZING THE FINAL ORDER & JOINT LETTER OF  
ACCEPTANCE ON PROJECT NO BR0013 49 B O**

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There came on this day for consideration the matter of authorizing the Final Order & Joint Acceptance on project no BR0013 49 B O

After motion by Shelton Deanes and second by R B Davis this Board doth vote unanimously to authorize and approve the final order and joint letter of acceptance as attached hereto as Exhibit A as attached hereto as Exhibit A

SO ORDERED this the 26<sup>th</sup> day of November, 2014



President

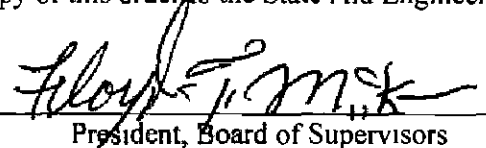
ORDER OF THE BOARD OF SUPERVISORS OF CLAY COUNTY ACCEPTING  
THE CONTRACT FOR FEDERAL AID BRIDGE REPLACEMENT  
PROJECT NO BR-0013(49)BO

WHEREAS, the Board of Supervisors of Clay County, Mississippi awarded a contract to **Phillips Contracting Co Inc**, known as **FEDERAL AID BRIDGE REPLACEMENT** Project No **BR-0013(49)BO**,

WHEREAS, the Clay County Engineer and the State Aid Engineer advise that they consider the construction portion of this contract to have been completed according to all its provisions and recommend that the Contractor be released from further maintenance responsibilities

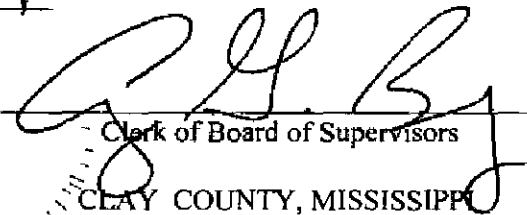
NOW, THEREFORE, IT IS HEREBY ORDERED by this Board that the Contractor for the project designated above be released from further maintenance responsibility under the contract, effective **November 20, 2014**

IT IS FURTHER ORDERED THAT THE President of the Board be and he is hereby authorized to sign, with the State Aid Engineer and the Executive Director of the Mississippi Department of Transportation, a joint letter of formal contract acceptance to the Contractor, and the Clerk of the Board transmit a certified copy of this order to the State Aid Engineer

  
\_\_\_\_\_  
President, Board of Supervisors  
CLAY COUNTY, MISSISSIPPI

This is to certify that the foregoing is a true and correct copy of an order passed by the Board of Supervisors of Clay County Mississippi entered into the minutes of said Board of Supervisors Minute Book No 47 Page No \_\_\_\_\_, same having been adopted at a meeting of said Board of Supervisors on the

26th day of November, 20 14

  
\_\_\_\_\_  
Clerk of Board of Supervisors  
CLAY COUNTY, MISSISSIPPI

→ Acceptance FEDERAL (Rev 3 18 09)

OFFICE OF  
STATE AID ROAD CONSTRUCTION  
MISSISSIPPI DEPARTMENT OF TRANSPORTATION  
P O BOX 1850  
JACKSON MISSISSIPPI 39215 1850

H Carey Webb, P E  
State Aid Engineer  
Telephone (601)359 7150  
www.msstateaidroads.us

412 Woodrow Wilson Avenue  
Jackson Mississippi 39216  
Fax (601)359 7141  
mail@osarc.state.ms.us

November 20, 2014

Gentlemen

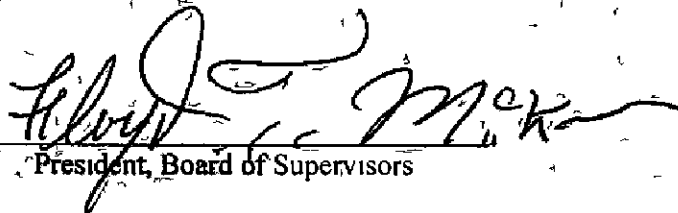
Phillips Contracting Co, Inc  
P O Box 2069  
Columbus, MS 39704-2069

RE FEDERAL AID BRIDGE REPLACEMENT  
PROJECT NO BR-0013(49)BO  
CLAY COUNTY

This is our formal notice that the above designated contract, including all provisions thereof, is hereby accepted and you are released from further responsibility under this contract effective upon signature of the Executive Director

Sincerely,

By

  
President, Board of Supervisors

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

By

H Carey Webb, State Aid Engineer

Date

By

Executive Director

HCW/PR

pc Clay County Board of Supervisors  
Robert L. Calvert, P E, County Engineer  
Fidelity & Deposit Co of Maryland  
Materials Division, 72-01  
State Tax Commission  
Project File

053

NO \_\_\_\_\_


**IN THE MATTER OF APPROVING THE UTILITY PERMIT OF AT & T**

---

There came on this day for consideration the matter of approving the utility permit of AT & T

After motion by Lynn Horton and second by Shelton Deanes this Board doth vote unanimously to authorize and approve the utility permit for AT & T as attached hereto as Exhibit A

SO ORDERED this the 26<sup>th</sup> day of November, 2014



\_\_\_\_\_  
President

051

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

PROJECT NO 57U00019N COUNTY Clay

UTILITY NAME AT&T of Mississippi

BY Johnny Adams, Mgr OSPE  
(Name & Company Title)

ADDRESS 337 N Broadway St, Tupelo, MS, herein called APPLICANT

proposes to construct Buried Communications  
(Type of Facility)

along or across Barton Ferry Rd / Yokohama Blvd Road said facility to be  
(Name of Road)

installed between Station No 192+00 and Station No 218+17 and within the road

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

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

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

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

Come out of HH that is southeast of intersection of Barton Ferry Rd and Yokohama Blvd Bore under Barton Ferry Rd then trench along side of Yokohama Blvd to the Yokohama Plant Entrance Bore under Yokohama Blvd to the new HH on the North side of the road

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

## Clay

County agrees to the following stipulations

- (1) To cooperate with the Utility Company in every way to avoid conflicts in the location construction, and maintenance of the County road and Utility Facility
- (2) To pursue any and all legal means to see that Policy Standards except to the extent of any variance shown on the plans filed herewith and approved are complied with in the facility installation
- (3) If the County/LSBP Engineer or other authorized representative of the Board of Supervisors approved the drawings sketches and plans submitted by the Applicant he shall so indicate by signing and dating the Permit Approval at the end of this Application and the Applicant may proceed with the installation, if the drawings sketches, and plans are not approved he shall promptly notify the Applicant, and advise him of the reason or reasons He will also act as the duly appointed representative of the Board of Supervisors and will give his approval to the completed work as being in compliance with the location and standards shown in the Policy and in this Agreement for the installation
- (4) That all joint road construction and utility adjustment or relocation operations will comply with the requirements of Section S-105 06 and Section S-107 18 Mississippi Standard Specifications for State Aid Road and Bridge Construction 2004 edition (or current edition)
- (5) Should any terms or provision of this Agreement conflict with the Laws of the State of Mississippi or the United States, or impair or deny to the Applicant or the County any right protected thereby it shall be deemed amended to conform to said Laws

WITNESS THE SIGNATURE OF THE APPLICANT this the 26<sup>th</sup> day of November, 2014

By [S/] Johnnie Adams

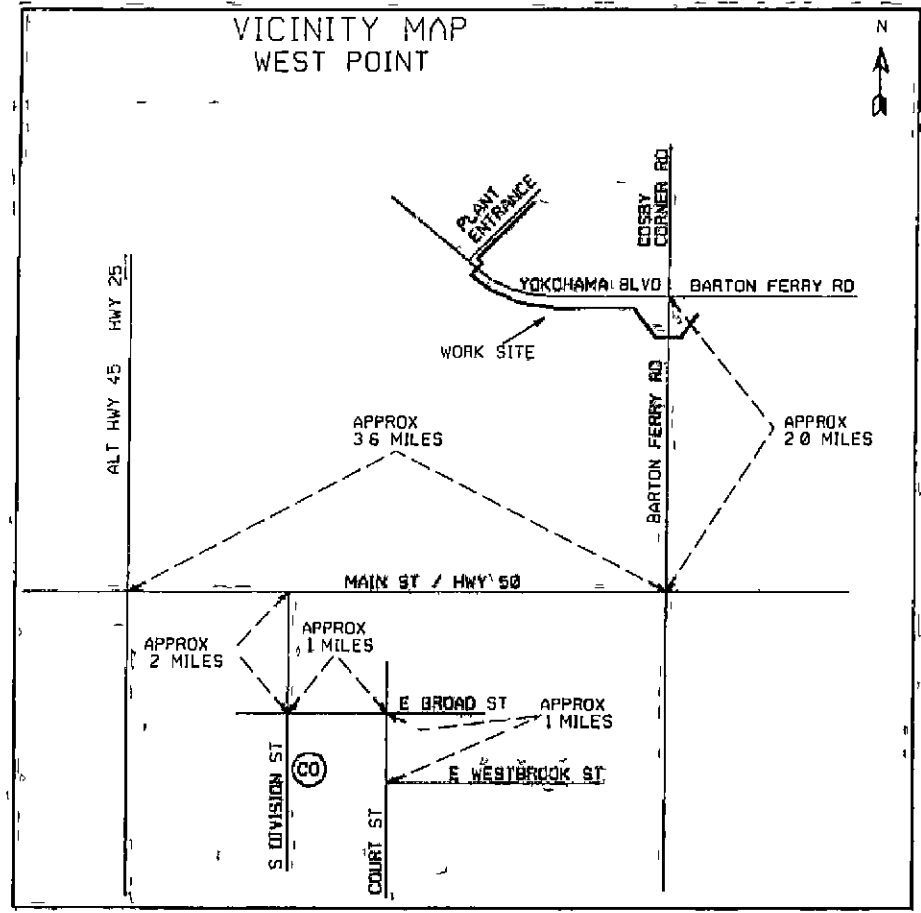
Title Mgr OSPE

AGREED TO AND APPROVED BY ORDER OF THE Clay  
COUNTY BOARD OF SUPERVISORS this the 26<sup>th</sup> day of November,  
2014

By Robert L. Colant  
County/LSBP Engineer



VICINITY MAP  
WEST POINT



050

BURIED SYMBOL LEGEND		
Proposed	Existing	Description
		BURIED CABLE
		BUR JOINT TRENCH
		ENCLOSURE
		ENCLOSURE
		MANHOLE
		PIPE/CONDUIT
		CABLE MARKER
		BURIED SVC WIRE
		JOINT TRENCH SVC
	N/A	BORE
	N/A	CUT PAVEMENT
	N/A	SPLICING PLT
	N/A	TRENCH LENGTH

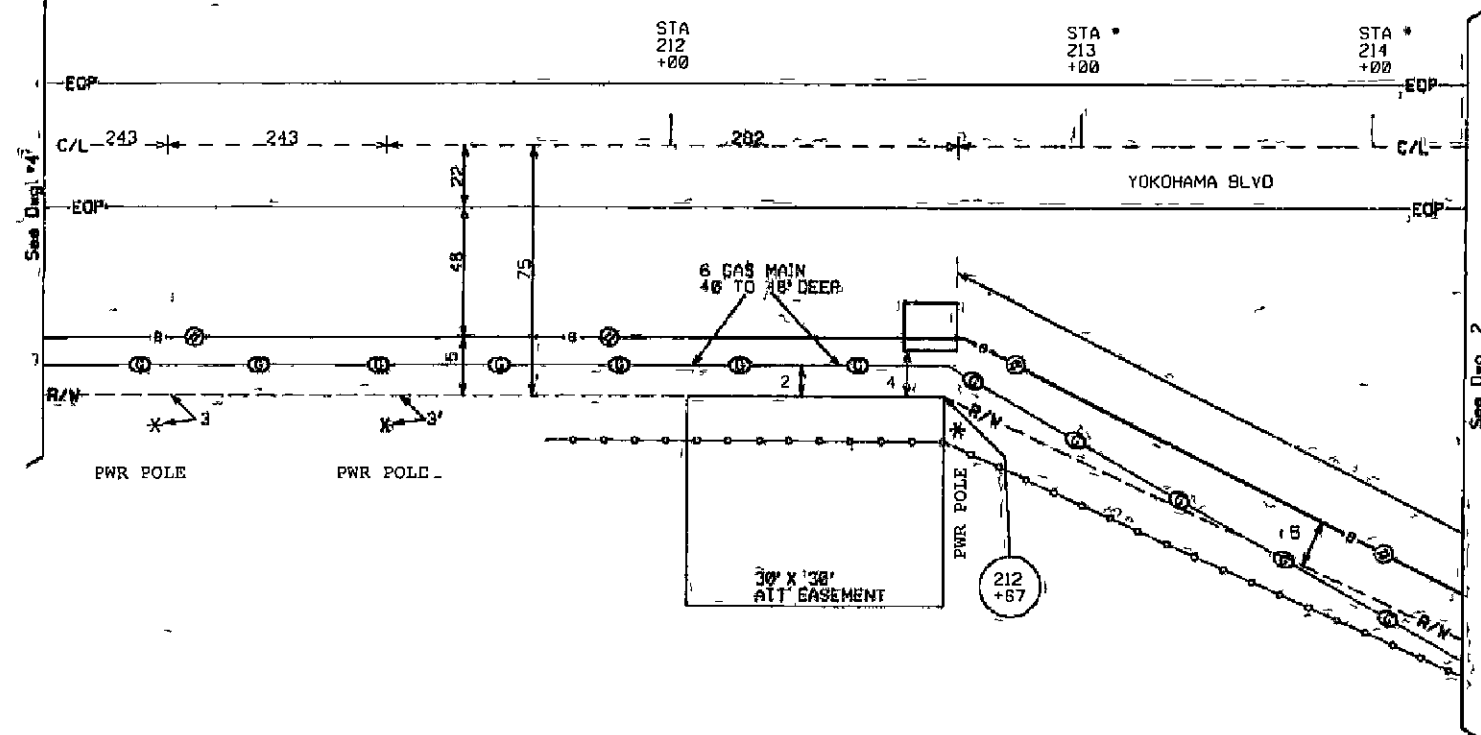
<b>ATTSE</b>	
PROPOSED TELEPHONE FACILITIES ON RIGHT OF WAY OF YOKOHAMA BLVD	
CLAY COUNTY	
Exchange	662494
Design	Adams Johnny
Phone	662 840 5740
Authorization	57U00019N
Dwg.	5







630



<b>ATTSE</b>	
PROPOSED TELEPHONE FACILITIES ON RIGHT OF WAY OF YOKOHAMA BLVD	
CLAY COUNTY	
Exchange:	662494
Designer:	Adams Johnny
Phone:	662 840 5740
Authorization:	57U00019N
p. 3 of 5	





NO \_\_\_\_\_


**IN THE MATTER OF AUTHORIZING AND APPROVING THE SUPPLEMENTAL  
AGREEMENT WITH EUTAW CONSTRUCTION COMPANY INC**

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There came on this day for consideration the matter of authorizing and approving the supplemental agreement with Eutaw Construction Company, Inc

After motion by Lynn Horton and second by R. B Davis this Board doth vote unannimously to authorize and approve the supplemental agreement with Eutaw Constructions Company Inc as attached hereto as Exhibit A,

SO ORDERED this the 26<sup>th</sup> day of November, 2014

  
\_\_\_\_\_  
President

034



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St Paul Fire and Marine Insurance Company
St Paul Guardian Insurance Company

St Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney In Fact No 228697

Certificate No 006088005

KNOW ALL MEN BY THESE PRESENTS That Farmington Casualty Company St Paul Fire and Marine Insurance Company St Paul Guardian Insurance Company St Paul Mercury Insurance Company Travelers Casualty and Surety Company Travelers Casualty and Surety Company of America and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa and that Fidelity and Guaranty Insurance Underwriters Inc is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies") and that the Companies do hereby make constitute and appoint

Stuart Bates Jr Jerry Eugene Horner Jr Jim A. Armstrong Jerry G. Veletz Jr Jason J. Young Tina Cobb Linda D. Whittington Peggy L. Jackson William E. Howard Jr Brody Eric Buckley and Angela Bullitt

of the City of Jackson State of Mississippi their true and lawful Attorney(s) in Fact each in their separate capacity if more than one is named above to sign execute seal and acknowledge any and all bonds recognizances conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law

IN WITNESS WHEREOF the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed this 5th day of November 2014

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters Inc
St Paul Fire and Marine Insurance Company
St Paul Guardian Insurance Company

St Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss

By [Signature] Robert L. Raney Senior Vice President

On this the 5th day of November 2014 before me personally appeared Robert L. Raney who acknowledged himself to be the Senior Vice President of Farmington Casualty Company Fidelity and Guaranty Insurance Company Fidelity and Guaranty Insurance Underwriters Inc St Paul Fire and Marine Insurance Company St Paul Guardian Insurance Company St Paul Mercury Insurance Company Travelers Casualty and Surety Company Travelers Casualty and Surety Company of America and United States Fidelity and Guaranty Company and that he as such being authorized so to do executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer

In Witness Whereof I hereunto set my hand and official seal My Commission expires the 30th day of June 2016



[Signature] Marie C. Tetreault Notary Public

055

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company Fidelity and Guaranty Insurance Company Fidelity and Guaranty Insurance Underwriters Inc St Paul Fire and Marine Insurance Company St Paul Guardian Insurance Company St Paul Mercury Insurance Company Travelers Casualty and Surety Company Travelers Casualty and Surety Company of America and United States Fidelity and Guaranty Company which resolutions are now in full force and effect reading as follows

**RESOLVED** that the Chairman the President any Vice Chairman any Executive Vice President any Senior Vice President any Vice President any Second Vice President the Treasurer any Assistant Treasurer the Corporate Secretary or any Assistant Secretary may appoint Attorneys in Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds recognizances contracts of indemnity and other writings obligatory in the nature of a bond recognizance or conditional undertaking and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her and it is

**FURTHER RESOLVED** that the Chairman the President any Vice Chairman any Executive Vice President any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary and it is

**FURTHER RESOLVED** that any bond recognizance contract of indemnity or writing obligatory in the nature of a bond recognizance or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President any Vice Chairman any Executive Vice President any Senior Vice President or any Vice President any Second Vice President the Treasurer any Assistant Treasurer the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary or (b) duly executed (under seal if required) by one or more Attorneys in Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority and it is

**FURTHER RESOLVED** that the signature of each of the following officers President any Executive Vice President any Senior Vice President any Vice President any Assistant Vice President any Secretary any Assistant Secretary and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached

I Kevin E Hughes the undersigned, Assistant Secretary of Farmington Casualty Company Fidelity and Guaranty Insurance Company Fidelity and Guaranty Insurance Underwriters Inc St Paul Fire and Marine Insurance Company St Paul Guardian Insurance Company St Paul Mercury Insurance Company Travelers Casualty and Surety Company Travelers Casualty and Surety Company of America and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked.

WARNING THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed the seals of said Companies this NOV 18 2014 day of NOV 18 2014 20

*Kevin E Hughes*  
Kevin E Hughes Assistant Secretary



To verify the authenticity of this Power of Attorney call 1 800-421 3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com) Please refer to the Attorney In Fact number the above named individuals and the details of the bond to which the power is attached

005



NO \_\_\_\_\_

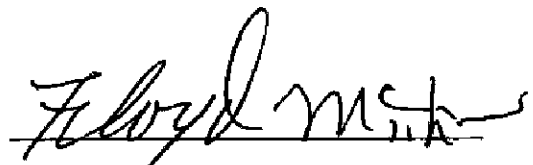
1

**IN THE MATTER OF ADDING THE SPRING CREEK PROJECT TO THE STATE OF  
MISSISSIPPI BRIDGE REPLACEMENT PROGRAM**

There came on this day for consideration the matter of adding the Spring Creek Project to the State of Mississippi Bridge Replacement Program

After motion by Luke Lummus and second by R. B. Davis this Board doth vote unanimously to add the Spring Creek Project to the State of Mississippi Bridge Replacement Program

SO ORDERED this the 26<sup>th</sup> day of November, 2014

  
President

037

NO \_\_\_\_\_

**IN THE MATTER OF AUTHORIZING AND APPROVING THE QUOTE OF R J  
YOUNG TO PURCHASE A COPIER FOR THE EXTENSION OFFICE**

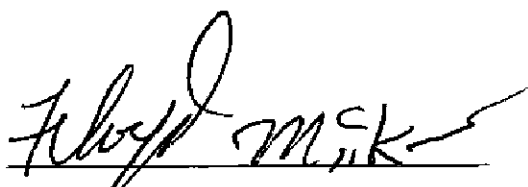
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There came on this day for consideration the matter of authorizing and approving the quote of R J Young to purchase a copier for the Extension Office

It appears to this Board B J McClenton of the Clay County Extension Office has presented to this Board a quote to purchase on a forty-eight (48) month lease to purchase a copier listed on the state contract register for \$76 22 per month as attached hereto as Exhibit A

After motion by R B Davis and second by Lynn Horton this Board doth vote unanimously to authorize and approve the Clay County Extension office to lease the copier as attached hereto as Exhibit A

SO ORDERED this the 26<sup>th</sup> day of November, 2014

  
\_\_\_\_\_  
President

CCS

innovative document solutions

**RJ YOUNG**



**RJ Young Company**

302 Chubby Drive Columbus MS 39705

Phone (662) 251 3335 (Cell#)

Shirley Faulkner@rjyoung.com

**QUOTE**

DATE NOVEMBER 17, 2014

EXPIRATION DATE 10/30/14

PREPARED BY SHIRLEY FAULKNER

TO **Clay County Board of Supervisor**

QTY	DESCRIPTION	STATE CONTRACT 48 MONTH LEASE
	Ricoh MP2553SP, 25 copies per min, 100 sheet document feeder, color scanning, 2 paper trays, cabinet, printing and scanning ,  Service billed per copy used @ 0127 monthly	\$76 22

Service includes all toner, parts labor and supplies Paper and staples are not included

Price includes delivery installation, & training of equipment

If you have any questions or would like a demonstration of the equipment referenced above please contact me at 662 251 3335 Thank you for allowing me the opportunity to earn your business

The information contained in this proposal is for the exclusive use of the intended recipient and RJ Young Company

039

State Contract #  
5-600-21461-14

RENTAL AGREEMENT  
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES  
AND VENDORS  
(applicable to equipment rental transactions)

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between Clay County Board of Supervisors (hereinafter referred to as Customer), and R J Young (hereinafter referred to as Vendor) This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties Vendor, by its acceptance hereof agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein

1 CUSTOMER ACCOUNT ESTABLISHMENT

A A separate Vendor Customer Number will be required for each specific customer/installation location

B The Customer is identified as the entity on the first line of the "bill-to" address All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein

C Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested

D Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative

2 EQUIPMENT SELECTION, PRICES, AND AGREEMENT The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A The parties understand and agree that the Customer is exempt from the payment of taxes

3 SHIPPING AND TRANSPORTATION Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement If any form of express shipping method is requested, it will be paid for by Customer

4 RISK OF LOSS OR DAMAGE TO EQUIPMENT While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment

5 DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION

A. DELIVERY Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever

**B** INSTALLATION SITE At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements, and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls

**C** INSTALLATION DATE The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment

**D** ACCEPTANCE Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order

**E** RELOCATION Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein

**6** RENTAL TERM The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase

**7** OWNERSHIP Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer

**8** PAYMENTS

**A** INVOICING AND PAYMENTS The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer

**1** E-PAYMENT The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies" Section 31-7-301, *et seq* of the 1972 Mississippi Code Annotated as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice

**2** PAYMODE Payments by state agencies using the Statewide Automated Accounting System (SAAS) shall be made and remittance information provided electronically as directed by the Customer. These payments shall be deposited into the bank account of the Vendor's choice. The Customer, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. The Vendor understands and agrees that the Customer is exempt from the payment of taxes. All payments shall be in United States currency

**B** METER READINGS If applicable, the Customer shall provide accurate and timely meter readings at the end

of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means, or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C COPY CREDITS If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9 USE OF EQUIPMENT Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10 MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES

A SERVICES If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B EXCLUSIONS The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident, power failure, unauthorized alteration of equipment or software, tampering, service by someone other than Vendor, causes other than ordinary use, interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C REMEDIES If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11 HOLD HARMLESS To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer, Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence.

which the Customer shall not unreasonably withhold

12 ALTERATIONS ATTACHMENTS, AND SUPPLIES

A If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13 ASSIGNMENT The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right of obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

14 GOVERNING LAW This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15 NOTICE Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid return receipt requested to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Vendor

For the Customer

Name

Name

Title

Title

Address

Address

City, State, & Zip Code

City, State, & Zip Code

16 WAIVER Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.

17 CAPTIONS The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18 SEVERABILITY If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19 THIRD PARTY ACTION NOTIFICATION Vendor shall give Customer prompt notice in writing of any action or suit filed and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20 AUTHORITY TO CONTRACT Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any law.

security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement

21 **RECORD RETENTION AND ACCESS TO RECORDS** The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22 **EXTRAORDINARY CIRCUMSTANCES** If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23 **TERMINATION** This Agreement may be terminated as follows (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination all obligations of Customer to make payments required hereunder shall cease.

24 **AVAILABILITY OF FUNDS** It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

25 **MODIFICATION OR RENEGOTIATION** This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.

26 **WARRANTIES** Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

27 **E-VERIFY COMPLIANCE** If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq* of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and



approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public; or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both -- in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28 **HARD DRIVE SECURITY** - Vendor must properly format the hard drive, deleting all information or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29 **ENTIRE AGREEMENT** This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein shall be effective or relevant to modify, vary, explain or supplement this Agreement.

30 **TRANSPARENCY** This Agreement, including any accompanying exhibits, attachments and appendices is subject to the "Mississippi Public Records Act of 1983, codified as Section 25-61-1 et seq, Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at <http://www.transparency.mississippi.gov>.

31 **COMPLIANCE WITH LAWS** The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi and local laws and regulations, as now existing and as may be amended or modified.

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives

Witness my signature this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Vendor

By Shirley Faulkner  
Authorized Signature

Printed Name Shirley Faulkner

Title Account Executive

Witness my signature this the 26<sup>th</sup> day of November, 2014

Customer:  
By Floyd T. McKeel  
Authorized Signature

Printed Name Floyd T. McKeel

Title President

State Contract # 5-600-21461-14

EXHIBIT A  
RENTAL AGREEMENT  
FOR USE BY  
MISSISSIPPI Agencies AND VENDORS  
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties

Vendor Company Name R J Young

Customer Agency Name Clay County Board of Supervisors

Bill to Address Clay County Board of Supervisors  
PO Box 815  
West Point MS 39773

Ship to Address Clay County Board of Supervisors  
218 West Broad Street  
West Point MS  
39773

Description of Equipment, Software, or Services

Price

MP2553 SP

76.22 per month

Service billed @ 0.127 per copy used

Delivery Schedule and Installation Date

Rental Term (Number of Months) 48

Start Date

End Date

Modifications

Vendor Signature

Customer Signature

State Contract # 5-600-21461-14

077

NO \_\_\_\_\_

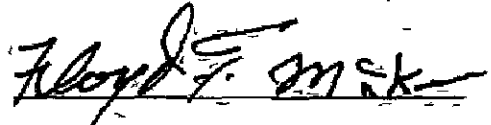
**IN THE MATTER OF TABLING THE ISSUE TO MOVE FORWARD WITH THE  
REDISTRICTING MAPPING CHANGE**

---

There came on this day for consideration the matter of tabling the issue to move forward with the Redistricting Mapping Change

After motion by Shelton Deanes and second by Lynn Horton this Board doth vote unanimously to table the issue to move forward with the redistricting mapping change until Supervisor Deanes has had a chance to review the proposed changes prior to this Board setting the public hearing date

SO ORDERED this the 26<sup>th</sup> day of November, 2014

  
President

**CLAY COUNTY CIRCUIT CLERK**  
**ROBERT D. HARRELL, JR**

POST OFFICE BOX 364  
WEST POINT MS 39773

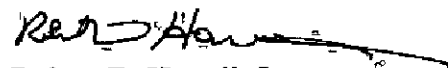
TELEPHONE (662) 494-3384  
FACSIMILE (662) 495-2057

November 18, 2014

Dear Supervisors,

I am writing to inform you that the new Justice Court/Constable Districts are very confounding. These matters were brought up in the redistricting meeting to no avail and recently brought to attention of the Election Commissioners with the receipt of the new maps. The new district lines split Precincts and House of Representative district lines. This has caused many splits in those precincts, resulting with up to five (5) different ballots styles in some precincts. I hope you would consider going along with the plan the Election Commissioners and myself came up with, leaving precincts in the same Justice Court District. This plan or one similar would be cost effective and limit exposures to ballot irregularities in the August Primary of 2015. If you have any questions please do not hesitate to call me.

Sincerely,

  
Robert D. Harrell, Jr  
Clay County Circuit Clerk

073

NO \_\_\_\_\_

**IN THE MATTER OF AUTHORIZING TO REFUND CALLIE MATTHEWS THREE  
YEARS OF PROPERTY TAXES INADVERTANTLY PAID AS AUTHORIZED BY THE  
ATTORNEY GENERAL OPPINION**

---

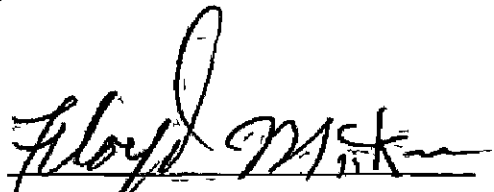
There came on this day for consideration the matter of authorizing to refund Callie Matthews three years of property taxes inadvertently paid as authorized by the Attorney General opinion

It appears to this Board at a subsequent meeting this Board had authorized the Board Attorney to write for an Attorney General opinion with regards to whether or not the Board had the authority to refund property taxes inadvertently paid in error, and,

It appears to this Board the Board Attorney wrote the Attorney General requesting an opinion be issued on the matter as attached hereto as Exhibit A

After motion by Lynn Horton and second by Shelton Deanes this Board doth vote unanimously to authorize and approve to refund to Callie Matthews up to three (3) years of property taxes inadvertently paid in error in the amount of \$90 41

SO ORDERED this the 26<sup>th</sup> day of November, 2014

  
\_\_\_\_\_  
President

STATE OF MISSISSIPPI



JIM HOOD  
ATTORNEY GENERAL

OPINIONS  
DIVISION

November 7, 2014

Robert B. Marshall, Jr., Esquire  
Clay County Board of Supervisors  
Post Office Box 835  
West Point, Mississippi 39773

Re Refund of Ad Valorem Taxes

Dear Mr. Marshall

Attorney General Jim Hood is in receipt of your opinion request and has forwarded it to me for research and reply.

**Facts**

In your letter, you provide the following information

A parcel of land consisting of 21 acres, more or less, was for many years assessed to the wrong landowner. This has now been corrected and is assessed to the true owner. The taxpayer who has paid the taxes for many years has filed a petition with the Clay County Board of Supervisors pursuant to Section 27-73-7 requesting a refund of the taxes paid on the incorrectly assessed property. According to our Tax Assessor, the property has not been double assessed but has been assessed only to the incorrect person. I am mindful of MS AG Opinion, Greco (March 4, 1992) which appears to indicate that no refund can be made under these circumstances. However, I would appreciate your opinion on this issue.

**Question Presented**

Can the Clay County Board of Supervisors refund the taxes paid by the non-owner due to an erroneous assessment?

**Response**

If it is determined that the individual erroneously paid the taxes in question, the Clay County Tax Collector, on order of the Board of Supervisors, would be authorized pursuant to Miss

Code Ann., Section 27-73-7 to refund those taxes subject to the three-year statute of limitations, Miss. Code Ann., Section 15-1-49, which cannot be waived. Erroneously paid taxes for those years that are not within the three-year period may not be refunded.

### Legal Research and Analysis

Miss. Code Ann., Section 27-73-7 provides

The tax collector is authorized and empowered to refund any individual, firm or corporation any ad valorem, privilege or excise tax which has been paid or collected through error or otherwise when such person, individual, firm or corporation has paid any such tax in excess of the sum properly due whether paid under protest or not. Taxes erroneously paid within the meaning of this section shall include, **but not be limited to**, double payment, or overpayment, or payment on state United States, vacant and exempt land, and the purchase paid for the redemption of lands erroneously sold for taxes. All refunds under this provision shall be made out of any monies collected by the tax collector from the same source of revenue, or if such source of revenue no longer exists the refund shall come from the general fund collections. The tax collector shall issue a warrant to the claimant and deduct the proper amounts from his next settlement.

*(Emphasis added)*

Section 15-1-49(1) provides

All actions for which no other period of limitation is prescribed shall be commenced within three (3) years next after the cause of such action accrued, and not after

In a prior opinion, we said that any corrections to the assessment roll, pursuant to Section 27-35-143 must be initiated prior to September 30, i.e., the end of the fiscal year in which the taxes were payable. MS AG OP, Greco (March 4, 1992). However, even when the time has passed for amending the assessment roll, the board of supervisors may, under Section 27-73-7, refund payments paid in those prior years in excess of the sum properly due as a consequence of the error, subject to the three-year statute of limitations. MS AG Op, Holleman (January 24, 2014), MS AG Op, Norwood (July 6, 2012).

We have also opined that refunds of erroneously paid taxes may be made by the tax collector upon the motion of the board of supervisors, but that the three-year statute of limitations would still apply and cannot be waived. MS AG Op, Holleman (January 24, 2014).

If this office may be of any further assistance to you, please let us know.

032

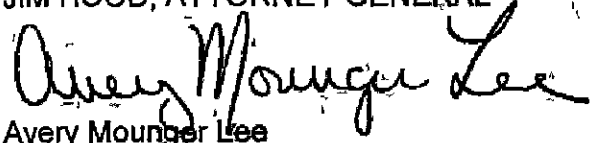


Robert B Marshall, Jr, Esquire  
November 7, 2014  
Page 3

Sincerely,

JIM HOOD, ATTORNEY GENERAL

By



Avery Mounger Lee  
Special Assistant Attorney General

OFFICIAL OPINION

550 HIGH STREET POST OFFICE BOX 220 JACKSON MISSISSIPPI 39205-0220  
TELEPHONE (601) 359-3680 FACSIMILE (601) 359-5025

039

STATE OF MISSISSIPPI



JIM HOOD  
ATTORNEY GENERAL

OPINIONS,  
DIVISION

November 7, 2014

Robert B Marshall, Jr, Esquire  
Clay County Board of Supervisors  
Post Office Box 835  
West Point, Mississippi 39773

Re Refund of Ad Valorem Taxes

Dear Mr Marshall

Attorney General Jim Hood is in receipt of your opinion request and has forwarded it to me for research and reply

**OFFICIAL OPINION**

**Facts**

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We have also opined that refunds of erroneously paid taxes may be made by the tax collector upon the motion of the board of supervisors, but that the three-year statute of limitations would still apply and cannot be waived. MS AG Op, Holleman (January 24, 2014).

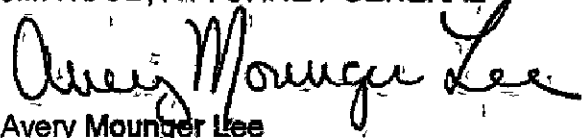
If this office may be of any further assistance to you, please let us know.

Robert B Marshall, Jr, Esquire  
November 7, 2014  
Page 3

Sincerely,

JIM HOOD, ATTORNEY GENERAL

By



Avery Mounger Lee  
Special Assistant Attorney General

OFFICIAL OPINION

036

NO \_\_\_\_\_

**IN THE MATTER OF AUTHORIZING TO SHRED THE SURRENDERED CAR TAGS  
AS CERTIFIED BY THE TAX ASSESSOR/COLLECTOR**

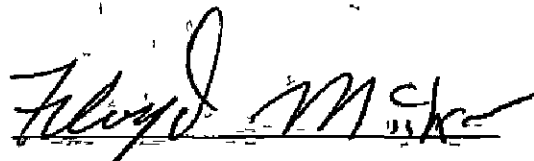
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There came on this day for consideration the matter of authorizing to shred the surrendered car tags as certified by the Tax Assessor/Collector

It appears to this Board as attached hereto as Exhibit A the Tax Assessor/Collector has presented a listing of surrendered car tags as certified by her and is requesting this Board's authority to shred the said tags

After motion by Lynn Horton and second by Luke Lummus this Board doth vote unanimously to shred the surrendered car tags as attached hereto as Exhibit A and as certified by the Tax Assessor/Collector

SO ORDERED this the 26th day of November, 2014

  
President

087



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

I, Paige Lamkin, Tax Assessor/Collector of Clay County, do hereby certify that the vehicle tags as listed on the attached were surrendered to our office. These tags listed will be destroyed and the original list has been presented to the Clay County Chancery Clerk.

The tags listed here were surrendered to our office between the period of August 2014 and October 21, 2014.

Paige Lamkin

Paige Lamkin, Tax Assessor/Collector

10-23-14

Date



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

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The tags listed here were surrendered to our office between the period of August 2014 and October 21, 2014

Paige Lamkin  
Paige Lamkin Tax Assessor/Collector

10-23-14  
Date

TAGS SURRENDERED FOR CREDIT OR NO LONGER BEING USED ON VEHICLE ISSUED FOR  
 AFTER LIST IS PRESENTED TO THE BOARD OF SUPERVISORS, THESE TAGS MAY BE DESTROYED

28/22

3A1P105  
 cyL851  
 cyK 273  
 cyJL698  
 cy5053  
 cy3809  
 cyD543

3AV488  
 cyh194  
 cyH 583  
 cy4800  
 cye 275  
 cy5268  
 cyJ 708  
 DB 46836

cyM056  
 3A1H576  
 cyK137  
 cyI941  
 DB97054  
 PNN830  
 cyK 626  
 cy4 967  
 3686r

10/14 cyI 950  
 cyA 555  
 DB 39185  
 cy9571  
 db9712

8/25 MLJB  
 cy1189

cyJ 403  
 cy4 301  
 MSU 47m82

cyJ 566  
 cyD085  
 cyJ 257

10/17 DB 97.5  
 10/20 cy4 061  
 cyD151  
 10/21 Walker

8/26 cyI 907  
 cyH191  
 FI 533  
 PHK 89922

cyG 801  
 cyF 582  
 cy3 071

cyK 091  
 20559T  
 SdeS18

cyI 109  
 cyB 929  
 cy208F  
 TAM361

8/28 KIT703

cyF 096

SdeS18

BF HF26W4

8/29 DB/07123

cyL 669

cy4 784

K53-597

cyA 314  
 cyH 903  
 cy4 582  
 lap 929  
 cyA T15  
 LIT 322

cyD 699  
 cyA 592  
 cyB 397  
 cyG 700  
 KIT 914  
 cye 577

10/2 cy4 353  
 cyJ 563  
 cyM 279

cyH 071  
 cyH 86  
 B10-1AK 37  
 KIT 165

09/10 cyI 997  
 LT 2091  
 MSU 442MT  
 MC 48115

cyH 080  
 cyK 545  
 cyI 364  
 cy3 940  
 cye 408

10/3 chl 084  
 cyI 3916  
 10/6 cyM 189  
 cyI 581  
 cye 932

cyF 977  
 cy4 953  
 MC 60730  
 cyK 085  
 cy5 247  
 cye 496  
 MS 688

09/30 cy1819  
 9/4 area 797  
 cyB 317

cyA 258  
 ASE 4URS

10/7 cyI 083  
 PTRK 19032R

cy1 292  
 cy1 077  
 cyI 00  
 cy4 608

cyG 759  
 DB 97198  
 499 835  
 cy3 963

cyF 836  
 cyG 609  
 B-10 AG 768  
 A 40 9816  
 A 40 9817

10/8 cye 932

B10-1AK 289  
 T MACKER

9/15 cy7 788  
 cyI 743  
 cye 411  
 cy 2840  
 cy 306  
 26523p

9/17 MSU 3md12  
 MW 74  
 cy4 537  
 WEJ 654  
 MNSK 135B

10/13 FID1AG 965  
 cy2 227  
 cy1 586  
 cy1 207  
 cyM 207

DB 54487  
 cyB 923  
 NO-4680  
 cy 685  
 ST 3538



TAGS SURRENDERED FOR CREDIT OR NO LONGER BEING USED ON VEHICLE ISSUED FOR AFTER LIST IS PRESENTED TO THE BOARD OF SUPERVISORS, THESE TAGS MAY BE DESTROYED

9-24

DB J 855  
F10-1AD664  
ACBLSD

Cy 7922  
821M7  
CUA 972

CUF 294  
CUA 217

CYF 449  
CYI 070



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

I, Paige Lamkin, Tax Assessor/Collector of Clay County, do hereby certify that the vehicle tags as listed on the attached were surrendered to our office. These tags listed will be destroyed and the original list has been presented to the Clay County Chancery Clerk

The tags listed here were surrendered to our office between the period of September 2014 and October 2014

Paige Lamkin  
Paige Lamkin Tax Assessor/Collector

10 20-14  
Date

002

CY 201  
CYF 220  
FIRE 5910F

CYF 242  
CUF 242  
DB 39200

CY 111  
CYI 176  
CY 2983

16140 DB  
ET 2012  
CY 3 286

NO \_\_\_\_\_

**IN THE MATTER OF AUTHORIZING THE TAX ASSESSOR TO MAKE  
CORRECTIONS ON TWO PERSONAL PROPERTY RECEIPTS AND TWO PUBLIC  
UTILITIES**

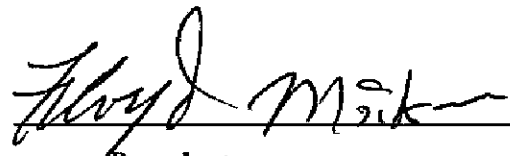
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There came on this day for consideration the matter of authorizing the Tax Assessor to make corrections on two personal property receipts and two public utilities

It appears to this Board the Tax Assessor/Collector, Paige Lamkin, is requesting this Board's approval to correct two personal property receipts and to change two public utilities as attached hereto as Exhibit A

After motion by Shelton Deanes and second by Luke Lummus this Board doth vote unanimously to authorize the said changes to be made as referenced to above and as attached hereto as Exhibit A

SO ORDERED this the 26<sup>th</sup> day of November, 2014

  
\_\_\_\_\_  
President

Real Property Change Form

Parcel Id 059 06 0010000 Change Number  
 Assessment Year 2014 Change Type CHANGE  
 Name and Address CLAY COUNTY ECONOMIC DEVELOPME Date Effective 11/21/2014  
 205 COURT ST Date Modified 15 01 38  
 WEST POINT MS 39773 Operator ID PLAMKIN

Block S-T-R 06-17-07E Acres 141 00  
 06 T 17 R 07 PT NE 1/4 & PT E 1/2  
 SE 1/4 NW 1/4 DB 280/449

	<u>Previous</u>	<u>Current</u>	<u>Difference</u>
Tax District	1010	1010	
Asd Cul Land	3095	3095	
Asd Unc Land	161	161	
Asd Imp Val			
Asd Tot Val	3256	3256	
Advalorem Tax	161 60	161 60	
Reg Hmstd Val			
Reg Hmstd Credit			
Spcl Hmstd			
Spcl Hmstd			
Agri Acres			
Market Acres			
Timber Acres			
Timber Tax			
Imp Dist			

*These are from today.*

Total Tax

REASON THIS PAI

I hereby certify that the above correction should be made by the Collector

*Paige Hamken*  
 Assessor

I hereby certify that the above correction has been made

*Paige Hamken*  
 Collector

I hereby certify that the above correction will be incorporated in the final settlement

*[Signature]*  
 County Clerk

11/20/2014

PUBLIC UTILITIES

12 01 25

Public Utility Receipt Maintenance

Receipt Number 2013 50 Parcel Number WND101

\*Subdivision Sec Twn Rng \*Tax \*Mtg \*Rec Jud \*Exm \*Beat 1  
Dist Code Loc Dist Code \*City 1  
1110 0 -

\*Owner Code WND  
Owner Name WINDSTREAM KDL INC

Physical Add  
Mailing Add P O BOX 2629  
City/St/Zip ADDISON TX 75001 Phone  
Contact

Last Updated  
Date  
By

\*Legal Desc BRDBND EQUIP-FIBER

Property Type S

Spcl Assmts

\*Cd Benefit

Acres

True Value

Assd Value

Land Value

490453

147136

Personal/Improvements

Total Value

490453

147136

Enter=Edit \* F4=Prompt F5=Next

F12=Cancel

Should be  
841

Payment # 1

	<u>ORIGINAL AMT</u>	<u>PREV COL-D</u>	<u>CURRENT DUE</u>	<u>AMT COL-D</u>
Ad Valorem Tax	7296 47		7296 47	<u>729647</u>
Special Assessment				
Interest Fees			729 65	<u>72965</u>
Printer Fees			3 00	<u>300</u>
Recording Fees				
Miscellaneous Charges				
<b>TOTAL AMOUNT</b>	7296 47	00	8029 12	<u>802912</u>
TAXES PAID BY WINDSTREAM KDL INC		METHOD CK	CHECK	CK#
Collected By PLAMKIN	Collection Number 0011221	MINIMUM DUE		3648 97

tion 4=Void Payment 5=View Payment Detail  
 C PMT# DATE PAID AMOUNT PD PAID BY COL-D BY VOID

F5=Post Payment/Print Receipt F6=Post Payment/No Print F8=Reprint Receipt  
 F12=Cancel

*Old Bill*

Receipt# 2013 - 50 1 WINDSTREAM KDL INC

Parcel# \_\_\_\_\_ Collection Date 11/20/2014

Payment # 1

	ORIGINAL AMT	PREV COL-D	CURRENT DUE	AMT COL-D
Ad Valorem Tax	41 66		41 66	4166
Special Assessment				
Interest Fees			4 17	417
Printer Fees			3 00	300
Recording Fees				
Miscellaneous Charges				
TOTAL AMOUNT	41 66	00	48 83	4883
TAXES PAID BY WINDSTREAM KDL INC		METHOD CK	CHECK	CK#
Collected By PLAMKIN	Collection Number 0011221	MINIMUM DUE		20.83

Option 4=Void Payment 5=View Payment Detail

OPT PMT# DATE PAID AMOUNT PD PAID BY COL-D BY VOID

F5=Post Payment/Print Receipt F6=Post Payment/No Print F8=Reprint Receipt  
F12=Cancel

*new bill*

11/20/2014

PUBLIC UTILITIES

12 01 36

Public Utility Receipt Maintenance

Receipt Number 2014 50 Parcel Number WND101

*Subdivision	Sec	Twn	Rng	*Tax Dist	*Mtg Code	*Rec Loc	Jud Dist	*Exm Code	*Beat	<u>1</u>
				1110		0			*City	<u>1</u>
									*Schl	<u>1</u>
									*Spcl	<u>0</u>

\*Owner Code WND  
Owner Name WINDSTREAM KDL INC

Physical Add \_\_\_\_\_  
Mailing Add P O BOX 2629  
City/St/Zip ADDISON TX 75001  
Contact \_\_\_\_\_ Phone \_\_\_\_\_

Last Updated  
Date \_\_\_\_\_  
By \_\_\_\_\_

\*Legal Desc BRDEND EQUIP-FIBER

Property Type S

Spcl Assmts  
Benefit

Acres	_____
Land Value	_____
Personal/Improvements	_____
Total Value	_____

True Value	410583	Assd Value	123175
	_____		_____
	410583		<u>123175</u>

Enter=Edit \* F4=Prompt F5=Next

F12=Cancel

*Should be 703*

11/20/2014 Public Utilities On-Line Receipt Collections 12 00 52  
Receipt# 2014 50 WINDSTREAM KDL INC  
Parcel# \_\_\_\_\_ Collection Date 11/20/2014  
Payment # 1

	<u>ORIGINAL AMT</u>	<u>PREV. COL-D</u>	<u>CURRENT DUE</u>	<u>AMT. COL-D</u>
Ad Valorem Tax	5980 15		5980 15	<u>598015</u>
Special Assessment				_____
Interest Fees				_____
Printer Fees				_____
Recording Fees				_____
Miscellaneous Charges				_____
TOTAL AMOUNT	5980 15	00	5980 15	<u>598015</u>
TAXES PAID BY WINDSTREAM KDL INC		METHOD CK CHECK		CK# _____
Collected By PLAMKIN		Collection Number 0000001	MINIMUM DUE	2990 69

Option 4=Void Payment 5=View Payment Detail  
OPT PMT# DATE PAID AMOUNT PD PAID BY \_\_\_\_\_ COL-D BY VOII

F5=Post Payment/Print Receipt F6=Post Payment/No Print F8=Reprint Receipt  
F12=Cancel

*Old bill*

008



11/20/2014 Public Utilities On-Line Receipt Collections 12 17 05  
Receipt# 2014 50 1 WINDSTREAM KDL INC  
Parcel# \_\_\_\_\_ Collection Date 11/20/2014  
Payment # 1

	ORIGINAL AMT	PREV COL-D	CURRENT DUE	AMT COL-D
Ad Valorem Tax	34 08		34 08	3408
Special Assessment				
Interest Fees				
Printer Fees				
Recording Fees				
Miscellaneous Charges				
TOTAL AMOUNT	34 08	00	34 08	3408
TAXES PAID BY	WINDSTREAM KDL INC	METHOD	CK CHECK	CK#
Collected By	PLAMKIN	Collection Number	0000001	MINIMUM DUE 17.04

Option 4=Void Payment 5=View Payment Detail  
PMT# DATE PAID AMOUNT PD PAID BY COL-D BY VOID

F5=Post Payment/Print Receipt F6=Post Payment/No Print F8=Reprint Receipt  
F12=Cancel

*new bill*

CCS

PERSONAL PROPERTY APPRAISAL BUSINESS MASTER MAINTENANCE  
 PARCEL 201400001  
 Business Name MIKE'S AUTO Business Location: 2150 LONE OAK DR  
 In Care Of \_\_\_\_\_ Contact: MIKE PEARSON  
 Mailing Addr. 2150 LONE OAK DR  
 WEST POINT MS 39773  
 Street Number Name Dir Suite Phone: 6622750335

Appraised By BV Date Visited 4/11/2014 \*Type Code 0000  
 SQFootage SeatCapcty \*TaxDist JudDist \*RectLoc Exst Cde Date Opened  
 1110 0

Year Rendition	Retd	2014	Roll Yr	Appraised	2014	Next Yr	2015	MASTER CARD (M)
		Property Type	APR Value	ASD Value				
*BEAT...	1	Furniture/Fixtures	7159	1074				
*CITY...	1	Machinery/Equipment						
*SCHOOL.	1	Leased Equipment						
*SPECIAL	0	Inventories						
		Intangibles						
		Debts						
		Other/Miscellaneous						
		Total Values	7159	1074				

Last Update  
 7/26/201  
 BY  
 MIKE

F4-Print F5-Updte F8-Items F10-Dlt Prcl F12-Exit F13=RCT CALC F14=NOTE F15-PRC  
 F17-Val F19-Dlt Itms F20-Scan Images F21-View Images

Old Value - \$ 17,173 / assessed 2576

PARCEL 301000202

Business Name BABER'S INC  
 In Care Of \_\_\_\_\_  
 Mailing Addr 3436 MAIN STREET  
MOSS POINT MS 39567  
 Street Number \_\_\_\_\_ Name \_\_\_\_\_ Dir \_\_\_\_\_ Suite \_\_\_\_\_

Business Location  
415 HWY 45 N  
 Contact  
ROBERT  
 Phone 6014949825

Appraised By BV Date Visited 3/18/2011 \*Type Code 0000  
 SQFootage \_\_\_\_\_ SeatCapcty \_\_\_\_\_ \*TaxDist 4110 JudDist \_\_\_\_\_ \*RectLoc 0 Exmt Cde \_\_\_\_\_ Date Opened \_\_\_\_\_

Year Rendition Retd 2014 Roll Yr Appraised 2011 Next Yr 2015 MASTER CARD (M) \_\_\_\_\_

	Property Type	APR Value	ASD Value	
*BEAT <u>4</u>	Furniture/Fixtures	<u>3760</u>	<u>564</u>	
*CITY <u>1</u>	Machinery/Equipment			
*SCHOOL <u>1</u>	Leased Equipment			
*SPECIAL <u>0</u>	Inventories	<u>269411</u>	<u>40412</u>	Last Update <u>6/30/2014</u> BY <u>MIKE</u>
	Intangibles			
	Debts			
	Other/Miscellaneous			
	Total Values	<u>273171</u>	<u>40976</u>	

\* F4-Prmpt F5-Updte F8-Items F10-Dlt Prcl F12-Exit F13=RCT CALC F14=NOTE F15-PRC  
 F17-Val F19-Dlt Itms F20-Scan Images F21-View Images

*corrected*

*Wrong #'s were coded  
 in computer!*

PARCEL 301000202

Business Name BABER'S INC  
 In Care Of \_\_\_\_\_  
 Mailing Addr 3436 MAIN STREET  
MOSS POINT MS 39567  
 Street Number \_\_\_\_\_ Name \_\_\_\_\_ Dir \_\_\_\_\_ Suite \_\_\_\_\_

Business Location  
415 HWY 45 N.  
 Contact  
ROBERT  
 Phone 6014949825

Appraised By BV Date Visited 3/18/2011 \*Type Code 0000  
 SQFootage \_\_\_\_\_ SeatCapcty \_\_\_\_\_ \*TaxDist 4110 JudDist \_\_\_\_\_ \*RectLoc 0 Exmt Cde \_\_\_\_\_ Date Opened \_\_\_\_\_

Year Rendition Retd 2014 Roll Yr Appraised 2011 Next Yr 2015 MASTER CARD (M) \_\_\_\_\_

	Property Type	APR Value	ASD Value
*BEAT. . <u>4</u>	Furniture/Fixtures	3760	564
*CITY... <u>1</u>	Machinery/Equipment		
*SCHOOL. <u>1</u>	Leased Equipment		
*SPECIAL <u>0</u>	Inventories	395917	59388
	Intangibles		
	Debts		
	Other/Miscellaneous		
	Total Values	399677	59952

Last Update  
6/30/2014  
 BY  
MIKE

\* F4-Prmpt F5-Updte F8-Items F10-Dlt Prcl F12-Exit F13=RCT CALC F14=NOTE F15-PRC  
 F17-Val F19-Dlt Itms F20-Scan Images F21-View Images

*prior*

NO \_\_\_\_\_

**IN THE MATTER OF AUTHORIZING AND APPROVING THE TOMBIGBEE RIVER  
VALLEY WATER MANAGEMENT DISTRICT TO ASSIST THE CITY OF WEST  
POINT IN THE CLEAN OUT OF CERTAIN CREEKS AS SITUATED IN THE CITY  
LIMITS**

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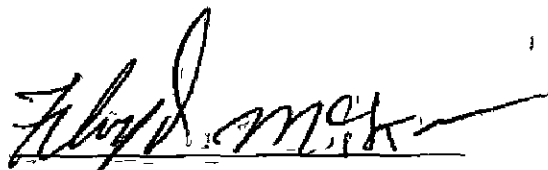
There came on this day for consideration the matter of authorizing and approving the Tombigbee River Valley Water Management District to assist the City of West Point in the clean out of certain creeks as situated in the City limits

It appears to this Board the Mayor of the City of West Point, Robbie Robinson, is requesting this Board's consideration and assistance in authorizing the TRVWMD to clean out certain creeks as located and situated in the City limits and as attached hereto as Exhibit A, and,

It appears the Mayor has already met with the Steve Wallace and Richard Bryant regarding the said clean out projects for the said creeks

After motion by Shelton Deanes and seconded by Luke Lummus this Board doth vote unanimously to authorize the clean out of the said creeks and for a resolution to be sent to the Tombigbee River Valley Water Management District requesting their assistance with the clean out project

SO ORDERED this the 26<sup>th</sup> day of November, 2014

  
President

For the  
Board  
meeting

City's Locations for TBRVWMD assistance

- 1 Town Creek bank repair at Main Street, Texaco Gas Station  
West Side of creek SIS
- 2 Town Creek bank repair North Side of Main Street, East bank,  
Shell Gas Station SIO
- 3 Town Creek at Ellis Steel location South of Bugg Street Repair  
of creek bank on West bank near building SIO
- 4 Town Creek, West Half Mile Street bridge Wing wall repair

Need individual orders for each project

NO \_\_\_\_\_

**IN THE MATTER OF AUTHORIZING THE REIMBURSEMENT TO APRIL  
EDWARDS FOR FOOD PURCHASED FOR THE CIRCUIT COURT DRUG COURT  
GRADUATION CEREMONY**

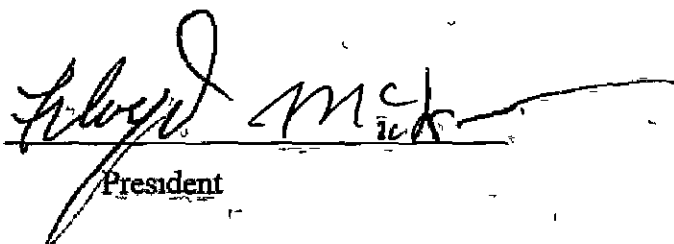
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There came on this day for consideration the matter of authorizing the reimbursement to April Edwards for food purchased for the Circuit Court Drug Court Graduation ceremony

It appears to this court April Edwards, Circuit Court Drug Court Administrator for the 16<sup>th</sup> District, has presented a receipt as attached hereto as Exhibit A in the amount of \$160 23 in which she was purchasing food for the District's graduation ceremony held November 18, 2014 in Oktibbeha County at 5 00 p m for the Drug Court Program

After motion by Lynn Horton and second by Shelton Deanes this Board doth vote unanimously to authorize and approve April Edwards be reimbursed from the Circuit Court Drug Court Department for the said food expense incurred in the amount of \$160 23

SO ORDERED this the 26<sup>th</sup> day of November, 2014

  
President

Restaurant Order # (000)

Address: 1234 Main St  
City: Anytown, IL 60000

Reference #: 5551100

Driver ID: 0

Order Amount: \$12.05

Tax: \$1.21

Total Amount: \$13.26

Restaurant: 180-23

Tip:

Total:

Amount Tendered: \$13.26

0.00

Any delivery fee charged is not a tip for the driver. Please reward your driver with a tip for outstanding service.

Customer Signature

*[Signature]*

Printed Name: Customer Name

Customer Name

Please note that total amount attributed to this order is for the driver's use only.



NO.

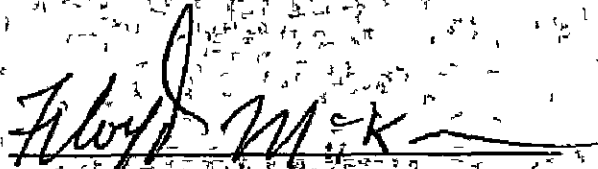
**IN THE MATTER OF PAYING THE CLAY COUNTY CONSTABLES  
ACCORDING TO S B 2860 BASED UPON THEIR GROSS FEE INCOME**

There came on this day for consideration the matter of paying the Clay County, Mississippi constables according to S B 2860 based upon their gross fee income.

It appears to this Board that the attached Exhibit "A" reflects the gross fee income of Constables Sherman Ivy and Lewis Stafford for the month of November 2014 as submitted by the Justice Court Clerk. It further appears that the attached Exhibit "A" represents the calculations and estimated contributions due to the Public Employees' Retirement System for each constable and the net fee income to be paid to each constable.

After motion made by Shelton Deanes and second by Lynn Horton this Board doth vote unanimously to have the Chancery Clerk transfer \$723.14 to the Payroll Clearing Account to be remitted to the Public Employees' Retirement System on behalf of the Clay County constables and to pay Sherman Ivy \$2,553.12 and Lewis Stafford \$2,548.74 as net fee income after the Public Employees' Retirement System deduction withheld for the month of November 2014.

SO ORDERED on this the 26th day of November, 2014

  
President

**Calculation of Estimated Contributions/Wages For Constables  
November 2014**

**Calculation**

	<b>Lewis Stafford</b>	<b>Sherman Ivy</b>	
Gross Fee Income *	\$2,910 00	\$2,915 00	(Input)
Minimum Withholding Rate	11%	11%	
Estimated Contributions	<u>\$320 10</u>	<u>\$320 65</u>	
Estimated Contributions	\$320 10	\$320 65	
Divided by PERS EE/ER	21 93%	21 93%	
Estimated Wages To Be Reported To PERS	<u>\$1 459 64</u>	<u>\$1 462 15</u>	
Estimated Wages	\$1,459 64	\$1,462 15	
Multiplied by PERS EE Rate	9 00%	9 00%	
Estimated PERS EE Contributions	<u>\$131 37</u>	<u>\$131 59</u>	
Estimated Wages	\$1 459 64	\$1,462 15	
Multiplied by PERS ER Rate	15 75%	15 75%	
Estimated PERS ER Contributions	<u>\$229 89</u>	<u>\$230 29</u>	

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

Estimated Wages	\$1,459 64	\$1,462 15	
Estimated PERS EE Contributions	\$131 37	\$131 59	262 96
Estimated PERS ER Contributions	\$229 89	\$230 29	460 18
Total Estimated Contributions	<u>\$361 26</u>	<u>\$361 88</u>	

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

Gross Fee Income	\$2 910 00	\$2,915 00
Less Total Estimated PERS EE/ER Contribu	<u>\$361 26</u>	<u>\$361 88</u>
Net Gross	\$2 548 74	\$2,553 12

Need an order to transfer to Payroll Clearing fund \$ 723 14 to remit with Retirement Contributions

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

NO \_\_\_\_\_

**IN THE MATTER OF AUTHORIZING PAYMENT ON A CLAIM RECEIVED FROM  
MS DEPARTMENT OF EMPLOYMENT SECURITY**

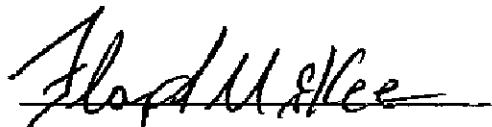
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There came on this day for consideration the matter of authorizing payment on a claim received from the MS Department of Employment Security

It appears to this Board as attached hereto as Exhibit A is a claim received from the MS Department of Employment Security in the amount of \$1,920 10

After motion by Lynn Horton and second by Shelton Deanes this Board authorizes for all remaining funds in the Justice Court Drug Court fund be utilized to pay for the said unemployment claim and the remaining balance be expensed to the Justice Court Department of the General Fund and for the said funds to be transferred to the fund #107, Emergency Employment Security Fund, and paid from this fund to the MS Department of Employment Security

SO ORDERED this the 26<sup>th</sup> day of November, 2014

  
President

Date Mailed 10/31/2014

**ADDITIONAL INFORMATION**

Employer Name CLAY COUNTY OFFICE OF BOARD OF SUPERVISORS MDES Employer Account Number 92-00091-0-C

**BENEFIT CHARGES for THIRD QUARTER of 2014**

The following benefit payments are charged to you for the Third Quarter of 2014 under your election to reimburse the fund for benefits paid. This amount is to be paid by 12/15/2014. Interest on past due balances will accrue at the rate of one percent per month beginning forty-six (46) days after the date mailed.

Employer Name CLAY COUNTY OFFICE OF BOARD OF SUPERVISORS		MDES Employer Account Number 92-00091			
Name	SSN	Claim End Date	Amount Charged (\$)	Prior Quarter Adjustment (\$)	Program Entitlement
REBECCA MILLER	426-13-4046	11/01/2004	0 00	-3 75	REG
EDWARD N HOUSTON	426-43 3775	07/19/2015	2 115 00	0 00	REG
DANNY MCNAMEE	587-20-5706	06/22/2014	0 00	-191 15	REG
<b>TOTAL</b>			<b>2,115 00</b>	<b>-194 90</b>	
				<b>NET CHARGES</b>	<b>\$1,920 10</b>

- To pay this debt online  
Visit [WWW.MDES.MS.GOV](http://WWW.MDES.MS.GOV)
- Select Employers
  - Select Online Services for Employers
  - Select Unemployment Tax Services
  - Login
  - Select Online Payment

## Payment Voucher

RETURN VOUCHER WITH REMITTANCE  
REMIT TO MDES

TOTAL PAYMENT DUE FOR  
QTR. ENDING 09/30/2014 AS OF 10/31/2014 \$1 920 10

P O Box 22781  
Jackson, MS 39225-2781

FEIN # 646000252

Employer Name CLAY COUNTY OFFICE OF BOARD OF SUPERVISORS

92 00091 0 00 000 314 7

MDES Employer Account Number	Tax Rate	QTR/YR	Check Digit
------------------------------	----------	--------	-------------

I certify that no part of the tax was or is to be deducted from the worker's wages.

Telephone Number	Signature of individual making return or responsible thereof	Title	Date
------------------	--	-------	------

110

NO \_\_\_\_\_

**IN THE MATTER OF AUTHORIZING TO PARTICIPATE IN THE JUSTICE COURT  
COLLECTION FUND ASSESSMENT ON JUSTICE COURT FINES**

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There came on this day for consideration the matter of authorizing to participate in the Justice Court Collection Fund Assessment on Justice Court Fines

It appears to this Board in Section 9-11-35 of the *Mississippi Code Annotated of 1972* establishes the creation of the Justice Court Collective Fund which would be administered by the governing authority of the county, and,

It appears there was created a \$7 50 assessment under the provisions of Section 99-19-73 in which monies should be collected by by the court system and remitted to DFA in the usual monthly settlement

After motion by Luke Lummus and seconded by Shelton Deanes doth vote unanimously to authorize to participate in the Justice Court Collection Fund Assessment on Justice Court Fines

SO ORDERED this the 26<sup>th</sup> day of November, 2014

  
\_\_\_\_\_  
President



— DEPARTMENT OF —  
**REVENUE**  
—  
STATE OF MISSISSIPPI

**JUSTICE COURT COLLECTIONS FUND**

112

NOVEMBER 13, 2014

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Send all information and requests to the following address



Mississippi Department of Revenue  
Attn Agency Support  
P O Box 22828  
Jackson, MS 39225

If you have any questions, the contact information is

Katie Gilmore, Director of Accounting  
katie.gilmore@dor.ms.gov  
601-923 7370

923 - 3898

923 - 7660

TITLE 19 COUNTIES AND COUNTY OFFICERS  
CHAPTER 3 BOARD OF SUPERVISORS  
IN GENERAL

Miss Code Ann § 19 3-41 (2014)

§ 19 3 41 Jurisdiction and powers generally

- (1) The boards of supervisors shall have within their respective counties full jurisdiction over roads, ferries and bridges, except as otherwise provided by Section 170 of the Constitution, and all other matters of county police. They shall have jurisdiction over the subject of paupers. They shall have power to levy such taxes as may be necessary to meet the demands of their respective counties; upon such persons and property as are subject to state taxes for the time being, not exceeding the limits that may be prescribed by law. They shall cause to be erected and kept in good repair, in their respective counties, a good and convenient courthouse and a jail. A courthouse shall be erected and kept in good repair in each judicial district and a jail may be erected in each judicial district. They may close a jail in either judicial district, at their discretion, where one (1) jail will suffice. They shall have the power, in their discretion, to prohibit or regulate the sale and use of firecrackers, roman candles, torpedoes, skyrocketes, and any and all explosives commonly known and referred to as fireworks, outside the confines of municipalities. They shall have and exercise such further powers as are or shall be conferred upon them by law. They shall have authority to negotiate with and contract with licensed real estate brokers for the purpose of advertising and showing and procuring prospective purchasers for county-owned real property offered for sale in accordance with the provisions of Section 19 7 3.
- (2) The board of supervisors of any county, in its discretion, may contract with a private attorney or private collection agent or agency to collect any type of delinquent payment owed to the county including, but not limited to, past due fees, fines and assessments, delinquent ad valorem taxes on personal property and delinquent ad valorem taxes on mobile homes that are entered as personal property on the mobile home rolls, or with the district attorney of the circuit court district in which the county is located to collect any delinquent fees, fines and other assessments. Any such contract may provide for payment contingent upon successful collection efforts or payment based upon a percentage of the delinquent amount collected; however, the entire amount of all delinquent payments collected shall be remitted to the county and shall not be reduced by any collection costs or fees. There shall be due to the county from any person whose delinquent payment is collected pursuant to a contract executed under this subsection an amount, in addition to the delinquent payment, of not to exceed twenty-five percent (25%) of the delinquent payment for collections made within this state and not to exceed fifty percent (50%) of the delinquent payment for collections made outside of this state. However, in the case of delinquent fees owed to the county for garbage or rubbish collection or disposal only the amount of the delinquent fees may be collected and no amount, in addition to the delinquent fees may be collected if the board of supervisors of the county has notified the county tax collector under Section 19 5 22 for the purpose of prohibiting the issuance of a motor vehicle, road and bridge privilege license tag to the person delinquent in the payment of such fees. Any private attorney or private collection agent or agency contracting with the county under the provisions of this subsection shall give bond or other surety payable to the county in such amount as the board of supervisors deems sufficient. Any private attorney with whom the county contracts under the provisions of this subsection must be a member in good standing of The Mississippi Bar. Any private collection agent or agency with whom the county contracts under the provisions of this subsection must meet all licensing requirements for doing business in the State of Mississippi. Neither the county nor any officer or employee of the county shall be liable, civilly or criminally for any wrongful or unlawful act or omission of any person or business with whom the county has contracted under the provisions of this subsection. The Mississippi Department of Audit shall establish rules and regulations for use by counties in contracting with persons or businesses under the provisions of this subsection.
- (3) In addition to the authority granted under subsection (2) of this section the board of supervisors of any county in its discretion, may contract with one or more of the constables of the county to collect delinquent criminal fines imposed in the justice court of the county. Any such contract shall provide for payment contingent upon successful collection efforts and the amount paid to a constable may not exceed twenty five percent (25%) of the amount which the



TITLE 99 CRIMINAL PROCEDURE  
CHAPTER 19 JUDGMENT, SENTENCE, AND EXECUTION  
IN GENERAL

Miss Code Ann § 99 19 73 (2014)

§ 99 19 73 Standard State monetary assessment for certain violations, misdemeanors and felonies, suspension or reduction of assessment prohibited, collection and deposit of assessments, refunds

- (1) *Traffic violations* In addition to any monetary penalties and any other penalties imposed by law, there shall be imposed and collected the following state assessment from each person upon whom a court imposes a fine or other penalty for any violation in Title 63, Mississippi Code of 1972, except offenses relating to the Mississippi Implied Consent Law (Section 63 11 1 et seq ) and offenses relating to vehicular parking or registration

FUND	AMOUNT
State Court Education Fund	\$ 85
State Prosecutor Education Fund	1 25
Vulnerable Persons Training Investigation and Prosecution Trust Fund	1 50
Child Support Prosecution Trust Fund	30
Driver Training Penalty Assessment Fund	5 12
Law Enforcement Officers Training Fund	5 00
Spinal Cord and Head Injury Trust Fund(for all moving violations)	5 45
Emergency Medical Services Operating Fund	20 00
Mississippi Leadership Council on Aging Fund	1 00
Law Enforcement Officers and Fire Fighters Death Benefits Trust Fund	50
Law Enforcement Officers and Fire Fighters Disability Benefits Trust Fund	15
State Prosecutor Compensation Fund for the purpose of providing additional compensation for district attorneys and their legal assistants	10 00
Crisis Intervention Mental Health Fund	10 00
Drug Court Fund through June 30 2015	10 53
Drug Court Fund, from and after July 1 2015	10 00
Capital Defense Counsel Fund	2 89
Indigent Appeals Fund	2 29
Capital Post-Conviction Counsel Fund	2 33
Victims of Domestic Violence Fund	49
Public Defenders Education Fund	1 00
Domestic Violence Training Fund	1 00
Attorney General's Cyber Crime Unit	2 50
Children's Justice Center Fund	2 21
DuBard School for Language Disorders Fund	88
Children's Advocacy Centers Fund	1 91
Judicial System Operation Fund, through June 30 2015	1 35
TOTAL STATE ASSESSMENT THROUGH JUNE 30, 2015	\$ 90 50
TOTAL STATE ASSESSMENT FROM AND AFTER JULY 1, 2015	\$ 88 62

Hunter Education and Training Program Fund	5 00
State General Fund	30 00
Law Enforcement Officers and Fire Fighters Death Benefits Trust Fund	50
Law Enforcement Officers and Fire Fighters Disability Benefits Trust Fund	1 00
State Prosecutor Compensation Fund for the purpose of providing additional compensation for district attorneys and their legal assistants	10 00
Crisis Intervention Mental Health Fund	10 00
Drug Court Fund	10 00
Capital Defense Counsel Fund	2 89
Indigent Appeals Fund	2 29
Capital Post-Conviction Counsel Fund	2 33
Victims of Domestic Violence Fund	49
Public Defenders Education Fund	1 00
Domestic Violence Training Fund	1 00
Attorney General's Cyber-Crime Unit	2 50
TOTAL STATE ASSESSMENT	\$ 89 00

(4) [Deleted]

(5) *Speeding, reckless and careless driving violations* In addition to any assessment imposed under subsection (1) or (2) of this section, there shall be imposed and collected the following state assessment from each person upon whom a court imposes a fine or other penalty for driving a vehicle on a road or highway

- (a) At a speed that exceeds the posted speed limit by at least ten (10) miles per hour but not more than twenty (20) miles per hour \$ 10 00
- (b) At a speed that exceeds the posted speed limit by at least twenty (20) miles per hour but not more than thirty (30) miles per hour \$ 20 00
- (c) At a speed that exceeds the posted speed limit by thirty (30) miles per hour or more \$ 30 00
- (d) In violation of Section 63-3-1201, which is the offense of reckless driving \$ 10 00
- (e) In violation of Section 63-3-1213 which is the offense of careless driving \$ 10 00

All assessments collected under this subsection shall be deposited into the Mississippi Trauma Care Systems Fund established under Section 41-59-75

(6) *Other misdemeanors* In addition to any monetary penalties and any other penalties imposed by law, there shall be imposed and collected the following state assessment from each person upon whom a court imposes a fine or other penalty for any misdemeanor violation not specified in subsection (1) (2) or (3) of this section except offenses relating to vehicular parking or registration

FUND	AMOUNT
Crime Victims Compensation Fund	\$ 6 92
State Court Education Fund	1 50
State Prosecutor Education Fund	2 00
Vulnerable Persons Training, Investigation and Prosecution Trust Fund	1 50
Child Support Prosecution Trust Fund	50
Law Enforcement Officers Training Fund	5 00
Capital Defense Counsel Fund	2 89

Drug Court Fund	10 00
Statewide Victims' Information and Notification System Fund	6 00
Public Defenders Education Fund	1 00
Domestic Violence Training Fund	1 00
Attorney General's Cyber Crime Unit	2 50
Crime Laboratory DNA Identification System Fund	100 00
TOTAL STATE ASSESSMENT	\$ 280 50

(8) *Additional assessments on certain violations*

(a) *Railroad crossing violations* In addition to any monetary penalties and any other penalties imposed by law there shall be imposed and collected the following state assessment in addition to all other state assessments due under this section from each person upon whom a court imposes a fine or other penalty for any violation involving railroad crossings under Section 37-41 55, 63 3-1007, 63 3 1009, 63-3-1011, 63 3 1013 or 77 9 249

Operation Lifesaver Fund \$ 25 00

(b) *Drug violations* In addition to any monetary penalties and any other penalties imposed by law, there shall be imposed and collected the following state assessment in addition to all other state assessments due under this section from each person upon whom a court imposes a fine or other penalty for any violation of Section 41 29 139

Drug Evidence Disposition Fund \$ 25 00

(9) If a fine or other penalty imposed is suspended in whole or in part, such suspension shall not affect the state assessment under this section. No state assessment imposed under the provisions of this section may be suspended or reduced by the court.

(10) After a determination by the court of the amount due, it shall be the duty of the clerk of the court to promptly collect all state assessments imposed under the provisions of this section. The state assessments imposed under the provisions of this section may not be paid by personal check. It shall be the duty of the chancery clerk of each county to deposit all such state assessments collected in the circuit, county and justice courts in such county on a monthly basis with the State Treasurer pursuant to appropriate procedures established by the State Auditor. The chancery clerk shall make a monthly lump-sum deposit of the total state assessments collected in the circuit, county and justice courts in such county under this section, and shall report to the Department of Finance and Administration the total number of violations under each subsection for which state assessments were collected in the circuit, county and justice courts in such county during such month. It shall be the duty of the municipal clerk of each municipality to deposit all such state assessments collected in the municipal court in such municipality on a monthly basis with the State Treasurer pursuant to appropriate procedures established by the State Auditor. The municipal clerk shall make a monthly lump sum deposit of the total state assessments collected in the municipal court in such municipality under this section and shall report to the Department of Finance and Administration the total number of violations under each subsection for which state assessments were collected in the municipal court in such municipality during such month.

(11) It shall be the duty of the Department of Finance and Administration to deposit on a monthly basis all such state assessments into the proper special fund in the State Treasury. The monthly deposit shall be based upon the number of violations reported under each subsection and the pro rata amount of such assessment due to the appropriate special fund. The Department of Finance and Administration shall issue regulations providing for the proper allocation of these special funds.

(12) The State Auditor shall establish by regulation procedures for refunds of state assessments, including refunds associated with assessments imposed before July 1, 1990, and refunds after appeals in which the defendant's conviction is reversed. The Auditor shall provide in such regulations for certification of eligibility for refunds and may require the defendant seeking a refund to submit a verified copy of a court order or abstract by which such defendant is

NO \_\_\_\_\_

**FINAL RESOLUTION GRANTING EXEMPTION FROM AD VALOREM TAXES**

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The Board of Supervisors of Clay County this day considered the matter of granting exemption exemption from ad valorem taxes, except school district taxes, to Southern Ionics Incorporated


The governing authority finds that the MS Department of Revenue has certified that the applicant is eligible for exemption The authority also finds that the property described in the application constitutes an industrial enterprise as described in Section 27-31-101, *Mississippi Code of 1972*

The authority does hereby grant ad valorem tax exemption to the above taxpayer for a period of 5 years, beginning January 1, 2015 and expiring January 1, 2020 on the property described in the application with a total true value of \$256,541 00

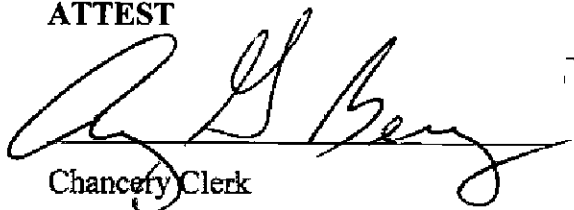
THEREFORE, the resolution to grant ad valorem tax exemption to the above named enterprise is hereby approved by the Board of Supervisors of Clay County, Mississippi, for a period of 5 years as authorized by Section 27-31-101 et seq Mississippi Code of 1972, as amended, on this the 26<sup>th</sup> day of November, 2014

SO ORDERED this the 26<sup>th</sup> day of November, 2014

CLAY COUNTY SUPERVISORS

  
\_\_\_\_\_  
President

ATTEST

  
\_\_\_\_\_  
Chancery Clerk



November 20, 2014

Ms Amy Berry  
Chancery Clerk  
Clay County  
P O Box 815  
West Point, MS 39773

**RE Ad Valorem Taxation Exemption – Southern Ionics Incorporated**

Dear Ms Berry

In accordance with the authority conferred upon the MS Department of Revenue by Miss Code Ann Section 27-31-101 the Department hereby certifies that the above named enterprise is eligible for ad valorem tax exemption and is in compliance with the provisions of the statute

The exemption of the property is certified for a period of five years from and after January 1 2015 with a total true value of \$256 541

The original application for exemption is enclosed for action by the board of supervisors and/or municipal authorities A final order is to be placed on the minutes declaring this property is exempt, the true value, and the dates when such exemption commences and expires

**According to Miss Code Ann Section 27-31-109, the clerk shall record the application and order approving the exemption and shall send a copy of the final order to the MS Department of Revenue**

Sincerely,

Paul J Foreman, Director  
Exemptions & Public Utilities Bureau

PJF ep

Enclosures

cc Mr Scott Speights Office of State Auditor  
Ms Paige Lamkin Tax Assessor Clay County

# APPLICATION FOR AD VALOREM TAX EXEMPTION

AS AUTHORIZED BY SECTION 27-31-101 et seq  
MISSISSIPPI CODE OF 1972 AS AMENDED

NAME OF ENTERPRISE Southern Ionics Incorporated

PHYSICAL ADDRESS 1476 Access Road

TYPE OF INDUSTRY Research Facility PRODUCT/SERVICE Chemicals

LOCATION - COUNTY Clay CITY West Point

DATE OF COMPLETION 3-1-2014 YEARS REQUESTED 10

NEW (SECTION 27-31-101) X EXPANSION (SECTION 27-31-105) \_\_\_\_\_


NEW JCBS 5 ESTIMATED PAYROLL \$320,000 00

TRUE VALUE OF PROPERTY EXEMPTED \$256,541 90

\*Attach an itemized list of property to be exempted as Exhibit A

The applicant requests that the Board approve this application by an order spread on its minutes declaring that the above property be exempted from all ad valorem taxation except school taxation for the period requested. The applicant further requests that the application and certified approval of exemption be forwarded to the MS Department of Revenue and upon approval and certification by the Commission, the Board enter a final order on its minutes granting the exemption. The above information is true and correct as certified by the applicant.

This application is submitted on the 22nd day of October, 2014

  
Applicant (Name of Taxpayer)

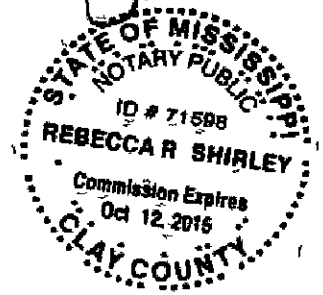
By Steve Mitchener  
Title Vice President & CFO

## ATTEST

SWORN TO AND SUBSCRIBED before me this the 22 day of October, 2014

SEAL) 120 Rebecca R. Shirley  
NOTARY PUBLIC

My Commission Expires 10-12-15



southern ionics incorporated  
 Asset Cost  
 Research & Development Annex West Point MS  
 Industrial Access Road  
 Personal Property Listing  
 1 50 21100 01  
 Warehouse #50 Cost Type #21  
 Moved in March 1, 2014

Invoice Date	In Service Date	Invoice Number	Supp Name	Voucher Number	Amount	PO Number	Equipment Description	Year /Period	Comments/Status	Lab Equipment	Furniture	Total	Check
06/04/13	Not in Use	9477	Air Energy Products Co	437304	7 481 85	4123DF	Downdraft table (1/2)	May 12	Crated never used/For Sale	7 481 85		7 481 85	
09/11/13	Not in Use	9500	Air Energy Products Co	449872	17 457 65	4123DF	Downdraft table (1/2)	Sep-13	Crated never used/For Sale	17 457 65		17 457 65	
02/28/14	03/01/14	298228	Arizona Instrument LLC	469362	7 131 50	11100RC	Moisture balance	Feb-13		7 131 50		7 131 50	
09/16/13	03/01/14	167554	Compressors & Tools, Inc	452061	4 755 44	4188DF	Air compressor	Sep 13	part of building utilities	4 755 44		4 755 44	
02/19/14	03/01/14	1686709	Fisher Scientific	468107	25 412 32	4308MB	General lab equipment	Feb 13		25 412 32		25 412 32	
10/11/13	03/01/14	8931	Freeman Water Treatment	452803	6 418 98	4201DF	Deionized water system	Oct 13	part of building utilities	6 418 98		6 418 98	
08/28/13	Not in Use	08282013	Lonnie Peoples Contracti	447945	269 00	4180DS	Unloading downdraft table	Aug 13	Crated never used/For Sale	269 00		269 00	
10/15/13	03/01/14	2565775	Miele, Inc	455496	19 756 53	4182DF	Dishwasher	Oct 13	part of building	19 756 53		19 756 53	
11/05/13	03/01/14	2580990	Miele, Inc	456164	550 84	4182DF	Dishwasher rack	Nov 13	part of building	550 84		550 84	
10/18/13	03/01/14	306349	Omega Engineering, Inc	455498	973 00	4220DF	Meters lab wastewater system	Oct 13	part of building utilities	973 00		973 00	
11/11/13	03/01/14	322506	Omega Engineering, Inc	456433	1 803 00	4220DF	Meters lab wastewater system	Nov 13	part of building utilities	1 803 00		1 803 00	
10/26/13	03/01/14	156828	Sullivan's Office Supply	456437	13 721 47	4236DS	Office furniture	Nov 13			13 721 47	13 721 47	
10/14/13	03/01/14	397694	Tencarva Machinery Com	453396	1 814 05	4209BB	Vacuum pump for labs	Oct 13	Part of building utilities	1 814 05		1 814 05	
10/21/13	03/01/14	399075	Tencarva Machinery Com	455493	42 35	4218DS	Vacuum pump seals	Oct 13		42 35		42 35	
10/21/13	03/01/14	399076	Tencarva Machinery Com	455494	2 936 89	4213DS	Pumps lab wastewater system	Oct 13	part of building utilities	2 936 89		2 936 89	
11/06/13	03/01/14	402251	Tencarva Machinery Com	455983	9 517 41	4216DF	Pumps lab wastewater system	Nov 13	part of building utilities	9 517 41		9 517 41	
12/05/13	03/01/14	1312028	USA Safety Solutions Inc	462150	115 79	4247DF	Lab safety signs	Dec 13		115 79		115 79	
02/28/14	04/01/14	722018438	Bruker	469308	28 424 83	4299MB	FTIR Spectrometer	Feb 13	initially coded to lab supplies	28 424 83		28 424 83	
03/14/14	05/01/14	890077025	Anton Paar	472007	28 600 00	4314MB	Anton Paar Viscometer	Jan 13	initially coded to lab supplies	28 600 00		28 600 00	
12/2009	06/01/14		Spex		7 150 00	3459DA	Spex particle grinder		Moved from R&D Center	7 150 00		7 150 00	
8/2010	06/01/14		Fisher Scientific		10 480 00	3550HC	Buchi evaporator		Moved from R&D Center	10 480 00		10 480 00	
11/2011	06/01/14		Ace Glass		23 269 00	10350DE	35 liter glass reactor system		Moved from R&D Center	23 269 00		23 269 00	
11/2011	06/01/14		Hemco Corp		37 460 00	10365DE	Walk In Hood		Moved from R&D Center	37 460 00		37 460 00	
<b>Totals</b>					256,541 90					242,820 43	13 721 47	256 541 90	

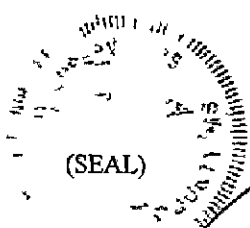
**RESOLUTION GRANTING AD VALOREM EXEMPTION  
FOR SOUTHERN IONICS INCORPORATED**

The Board of Supervisors of Clay County Mississippi this day considered the matter of granting exemption from ad valorem taxes except school district taxes to Southern Ionics Incorporated

The governing authority finds that the above named enterprise has submitted verification and documentation as to the authenticity and accuracy of the application in regard to the true value of the property to be exempted and the date of completion of said enterprise. The authority also finds that the property described in the application constitutes an industrial exemption as a research facility, as allowed and described in Section 27 31-101 Mississippi Code of 1972, as amended

This governing authority does hereby grant, subject to approval and certification of the MS Department of Revenue ad valorem tax exemption to the above taxpayer for a period of five (5) years for the personal property, beginning December 31, 2014 on the property described in the application with a total value of \$256 541 90

Therefore the resolution to grant ad valorem tax exemption to the above named enterprise is hereby unanimously approved by the Board of Supervisors of Clay County Mississippi for a period of five (5) years for personal property as authorized by Section 27 31-101 et seq Mississippi Code of 1972 amended on this the 23rd day of October, 2014



(SEAL)

ATTEST

*[Signature]*  
CLERK OF THE BOARD OF SUPERVISORS

*[Signature]*  
President



APPLICATION FOR AD VALOREM TAX EXEMPTION

AS AUTHORIZED BY SECTION 27-31-101 et seq  
MISSISSIPPI CODE OF 1972 AS AMENDED

NAME OF ENTERPRISE Southern Ionics Incorporated

PHYSICAL ADDRESS 1476 Access Road

TYPE OF INDUSTRY Research Facility PRODUCT/SERVICE Chemicals

LOCATION - COUNTY Clay CITY West Point

DATE OF COMPLETION 3-1-2014 YEARS REQUESTED 10

NEW (SECTION 27-31-101)  EXPANSION (SECTION 27-31-105)

NEW JOBS 5 ESTIMATED PAYROLL \$320,000.00

TRUE VALUE OF PROPERTY EXEMPTED \$256,541.90

\*Attach an itemized list of property to be exempted as Exhibit A

The applicant requests that the Board approve this application by an order spread on its minutes declaring that the above property be exempted from all ad valorem taxation except school taxation for the period requested. The applicant further requests that the application and certified approval of exemption be forwarded to the MS Department of Revenue and upon approval and certification by the Commission, the Board enter a final order on its minutes granting the exemption. The above information is true and correct as certified by the applicant.

This application is submitted on the 22nd day of October, 2014.

Steve Mitchener  
Applicant (Name of Taxpayer)

By Steve Mitchener  
Title Vice President & CFO

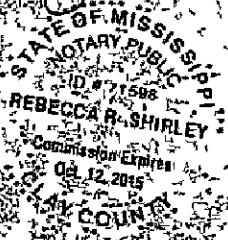
ATTEST

SWORN TO AND SUBSCRIBED before me this the 22 day of October, 2014

(SEAL)

Rebecca R. Shirley  
NOTARY PUBLIC

My Commission Expires 10-12-15



Southern Ionics Incorporated  
 Asset Cost  
 Research & Development Annex West Point MS  
 Industrial Access Road  
 Personal Property Listing  
 1 50 21100 01  
 Warehouse #50 Cost Type #21  
 Moved in March 1 2014

Invoice Date	Invoice Date	Invoice Number	Supplier Name	Voucher Number	Amount	PO Number	Equipment Description	Year /Period	Comments/Status	Lab Equipment	Furniture	Total	Check
06/04/13	Not in Use	9477	Air Energy Products Co	432904	7,481.85	41230F	Downdraft table (1/2)	May 12	Crated never used/For Sale	7,481.85		7,481.85	
09/11/13	Not in Use	9500	Air Energy Products Co	449872	17,457.65	41230F	Downdraft table (1/1)	Sep-13	Crated never used/For Sale	17,457.65		17,457.65	
02/28/14	02/01/14	298228	Arason Instrument LLC	469362	7,131.50	41009C	Moisture balance	Feb-14		7,131.50		7,131.50	
09/16/13	03/01/14	167554	Compressors & Tools Inc	453081	4,755.44	4188DF	Air compressor	Sep-13	part of building utilities	4,755.44		4,755.44	
02/19/14	03/01/14	1686709	Fisher Scientific	469107	26,412.32	4308MD	General lab equipment	Feb 14		26,412.32		26,412.32	
10/11/13	03/01/14	78931	Freeman Water Treatment	462803	6,418.98	4201DF	Deionized water system	Oct 13	part of building utilities	6,418.98		6,418.98	
08/28/13	Not in Use	08282012	Loride Peoples Contract	447545	269.00	41800S	Unloading downdraft table	Aug 13	Crated never used/For Sale	269.00		269.00	
10/15/13	03/01/14	2565775	Miele, Inc.	456496	19,756.53	41820F	Dishwasher	Oct 13	part of building	19,756.53		19,756.53	
11/05/13	03/01/14	2580980	Miele, Inc.	458164	550.84	41820F	Dishwasher rack	Nov-13	part of building	550.84		550.84	
10/18/13	03/01/14	306349	Omega Engineering Inc	455499	973.00	4220DF	Meter-lab wastewater system	Oct-13	part of building utilities	973.00		973.00	
11/11/13	03/01/14	322506	Omega Engineering Inc	456433	1,803.00	4220DF	Meters-lab wastewater system	Nov 13	part of building utilities	1,803.00		1,803.00	
10/26/13	03/01/14	156828	Sullivan's Office Supply	458497	13,721.47	42260S	OFFICE furniture	Nov-13			13,721.47	13,721.47	
10/14/13	03/01/14	397694	Tenckva Machinery Com	453896	1,814.05	42090B	Vacuum pump for labs	Oct-13	Part of building utilities	1,814.05		1,814.05	
10/21/13	03/01/14	398075	Tenckva Machinery Com	454493	42.35	42130S	Vacuum pump seals	Oct 13		42.35		42.35	
10/11/13	03/01/14	399076	Tenckva Machinery Com	455494	2,936.89	42130S	Pumps lab wastewater system	Oct 13	part of building utilities	2,936.89		2,936.89	
11/06/13	03/01/14	402251	Tenckva Machinery Com	453983	9,517.41	42180F	Pumps-lab wastewater system	Nov 13	part of building utilities	9,517.41		9,517.41	
12/05/13	03/01/14	1312028	USA Safety Solutions, Inc	462150	115.79	42470F	Lab safety signs	Dec 13		115.79		115.79	
10/28/13	04/01/14	722018438	Shyler	460108	28,424.83	4293MB7	FTIR Spectrometer	Feb 13	initially coded to lab supplies	28,424.83		28,424.83	
03/14/14	05/01/14	899072025	Anton Paar	472007	28,600.00	4314MB	Anton Paar Viscometer	Jan 13	initially coded to lab supplies	28,600.00		28,600.00	
12/20/09	06/01/14		Spek		7,150.00	3459DA	Spek particle grinder		Moved from R&D Center	7,150.00		7,150.00	
8/2010	06/01/14		Fisher Scientific		10,480.00	3550HC	Buchi evaporator		Moved from R&D Center	10,480.00		10,480.00	
9/2011	06/01/14		Ac Glass		23,269.00	403500G	35 liter glass reactor systems		Moved from R&D Center	23,269.00		23,269.00	
11/2011	06/01/14		Hercro Corp		37,460.00	10365DE	Walk In Hood		Moved from R&D Center	37,460.00		37,460.00	
Totals					256,541.90					242,820.43	13,721.47	256,541.90	

POSITION STATEMENT OF TAX ASSESSOR

EXEMPTION OF REALTY AND/OR PERSONAL PROPERTY

TRADE NAME OF APPLICANT Southern Ionics Inc  
LOCATION 1476 Access Road PARCEL # 2  
EXEMPTION RELATES TO MISS CODE OF 1972 SECTION 27-31-101  
TYPE OF BUSINESS Research Facility  
FINISHED PRODUCTS ARE chemicals  
STATE THE ENUMERATION THIS APPLICATION IDENTIFIES WITH 27-31-101

HAS THIS ENTERPRISE ENJOYED AN EXEMPTION PREVIOUSLY (YES-NO) no  
UNDER ANY OTHER TRADE NAME (YES-NO) no  
ANY OTHER LOCATION (YES-NO) no  
UNDER ANY OTHER OWNERSHIP no  
NUMBER OF NEW JOBS 5 ESTIMATED ANNUAL PAYROLL 320,000

EXEMPTION TO BE ON  
LAND (YES-NO) VALUE \$ 0  
IMPROVEMENTS (YES-NO) VALUE \$ 0

PERSONAL PROPERTY  
FURN. & FIX. VALUE \$ 13,721  
MACHINE EQUIP. VALUE \$ 242,820  
RAW MATERIALS VALUE \$ 0  
WORK IN PROCESS VALUE \$ 0  
PERSONAL PROPERTY TOTAL VALUE \$ 256,541  
EXEMPTION TOTAL VALUE \$ 256,541

LAND AND IMPROVEMENTS  
OWNER OF LAND Southern Ionics Inc  
OWNER OF IMPROVEMENTS Southern Ionics Inc  
DATE OF IMPROVEMENTS COMPLETED 12-31-14 EXPANDED no  
ANY OTHER EXEMPTION no

YEARS OF EXEMPTION APPLIED FOR 1-1-15 THRU 12-31-19  
APPLICANT'S REPRESENTATIVE Steve Mitchener  
ADDRESS 1476 Access Road PHONE 494-3055  
INVESTIGATED BY John Lewis

COMMENTS  
DATE 11-14-19 TAX ASSESSOR Pargu Lambert

POSITION STATEMENT OF TAX ASSESSOR

EXEMPTION OF REALTY AND/OR PERSONAL PROPERTY

TRADE NAME OF APPLICANT Southern Ionics Inc

LOCATION: 1476 Access Road PARCEL # \_\_\_\_\_

EXEMPTION RELATES TO MISS. CODE OF 1972 SECTION 27-31-101

TYPE OF BUSINESS Research Facility

FINISHED PRODUCTS ARE Chemicals

STATE THE ENUMERATION THIS APPLICATION IDENTIFIES WITH: 27-31-101

HAS THIS ENTERPRISE ENJOYED AN EXEMPTION PREVIOUSLY? (YES-NO) NO

UNDER ANY OTHER TRADE NAME? (YES-NO) no

ANY OTHER LOCATION? (YES-NO) no

UNDER ANY OTHER OWNERSHIP? no

NUMBER OF NEW JOBS? 5 ESTIMATED ANNUAL PAYROLL 320,000

EXEMPTION TO BE ON

LAND (YES-NO) VALUE \$ 0

IMPROVEMENTS (YES-NO) VALUE \$ 0

PERSONAL PROPERTY

FURN. & FIX. VALUE \$ 13,721

MACH. & EQUIP. VALUE \$ 242,820

RAW MATERIALS VALUE \$ \_\_\_\_\_

WORK IN PROCESS VALUE \$ \_\_\_\_\_

PERSONAL PROPERTY TOTAL 256,541

EXEMPTION TOTAL VALUE 256,541

LAND AND IMPROVEMENTS

OWNER OF LAND Southern Ionics Inc

OWNER OF IMPROVEMENTS Southern Ionics Inc

DATE OF IMPROVEMENTS COMPLETED 12-31-14 EXPANDED \_\_\_\_\_

ANY PRIOR EXEMPTION no

YEARS OF EXEMPTION APPLIED FOR 14-15 THRU 12-31-19

APPLICANT'S REPRESENTATIVE Steve M. Chenier

ADDRESS 1476 Access Road PHONE 494-3055

INVESTIGATED BY John Lewis

COMMENTS \_\_\_\_\_

DATE 11-14-14 TAX ASSESSOR [Signature]

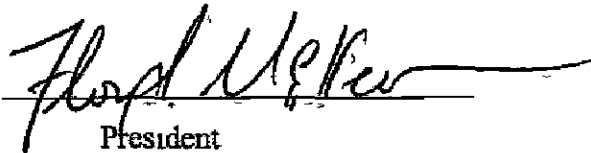
NO \_\_\_\_\_

**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 Lynn Horton and second by Shelton Deanes this Board doth vote  
unanimously to go into closed session

SO ORDERED this the 26<sup>th</sup> day of November, 2014

  
\_\_\_\_\_  
President

NO \_\_\_\_\_

**IN THE MATTER OF GOING FROM CLOSED SESSION TO EXECUTIVE SESSION  
AS ALLOWED BY SECTION 25-41-7 OF THE MISSISSIPPI CODE**

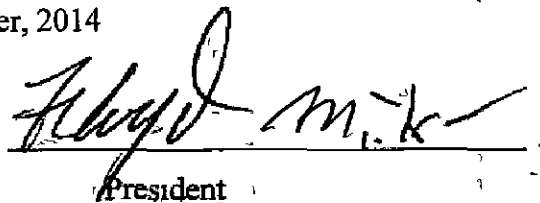
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There came on this day for consideration the matter of going from closed session to  
executive session as allowed by Section 25-41-7 of the Mississippi Code

It appears to this Board there is a potential litigation matter in which this Board needs to  
discuss in Executive Session as allowed under Section 25-41-7 of the Mississippi Code

After motion by Lynn Horton and second by R. B Davis this board doth vote  
unanimously to go into executive session

SO ORDERED this the 26<sup>th</sup> day of November, 2014

  
\_\_\_\_\_  
President

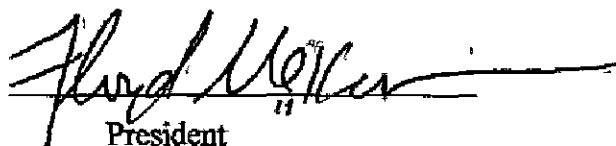
NO \_\_\_\_\_

**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 Lynn Horton and second by Luke Lummus this Board doth vote  
unanimously to authorize and approve to come out of executive session

SO ORDERED this the 26<sup>th</sup> day of November, 2014

  
President

NO \_\_\_\_\_

**IN THE MATTER OF APPROVING SUPERVISOR FLOYD MCKEE TO CUT TREES  
INFESTED WITH PINE BEETLES & TO SELL FOR THE GOING STUMPAGE RATE**

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There came on this day for consideration the matter of approving Supervisor Floyd McKee to cut trees infested with pine beetles & to sell for the going stumpage rate

It appears to this board Supervisor Floyd McKee says there are 15 to 20 trees located on the former Phoebe Agricultural High School property which belongs to the county which also is adjacent to the District 5 shed and being located on the corner of Church Street and College Street in Phoebe which are infested with Pine Beetles and are in need of being cut down, and

It appears to this Board Supervisor McKee is requesting the authority to have the trees cut down and sold for the going stumpage rate and for the stumps to go to Building Maintenance and Grounds

After motion by Floyd McKee and second by Luke Lummus this Board doth vote unanimously to authorize and approve as referenced to above

SO ORDERED this the 26<sup>th</sup> day of November, 2014

  
President

NO \_\_\_\_\_

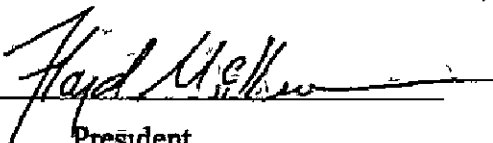
**IN THE MATTER OF ADJOURNING**

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There came on this day for consideration the matter of adjourning

After motion by Luke Lummus and second by R B Davis this Board doth vote  
unanimously to adjourn until, Monday, December 1, 2014, at 9 00 a m

SO ORDERED this the 26<sup>th</sup> day of November, 2014

  
\_\_\_\_\_  
President