

BE IT REMEMBERED that the Board of Supervisors of Clay County, Mississippi, met at the Courthouse in West Point, MS, on the 4th day of June, 2015, at 9 00 a m , and present were Lynn Horton, President, Luke Lummus, R. B Davis, Shelton Deanes, and Floyd McKee Also present were Amy G Berry, Clerk of the Board, Michelle Easterling, sitting in for the Board Attorney, and Eddie Scott, Sheriff of Clay County, when and where the following proceedings were as determined to wit,

NO _____

**IN THE MATTER OF ADOPTING AND AMENDING THE AGENDA FOR THE
BOARD OF SUPERVISORS MEETING HELD ON JUNE 4, 2015**

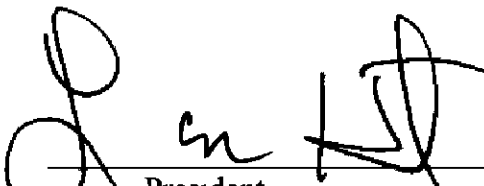
There came on this day for consideration the matter of adopting and amending the agenda for the Board of Supervisors meeting held on June 4, 2015

It appears to this Board the following items need to be added to the agenda for further discussion and consideration by this Board

- R B Davis request to advertise for sealed bids to purchase a Single Axle Truck
- Floyd McKee
- Mitzi Thompson with regard to EMCC

After motion by R B Davis and second by Floyd McKee the Board doth vote unanimously to adopt the agenda as presented and to approve the agenda as amended

SO ORDERED this the 4th day of June, 2015



President

NO _____

**IN THE MATTER OF AUTHORIZING AND APPROVING TO PAY ONE-THRID OF
THE COST TO REPLACE THE ROOF AT THE EMCC NORTH CAMPUS LOCATED
IN CLAY COUNTY MS**

There came on this day for consideration the matter of authorizing and approving to pay one-third of the cost to replace the roof at the EMCC North Campus located in Clay County, MS

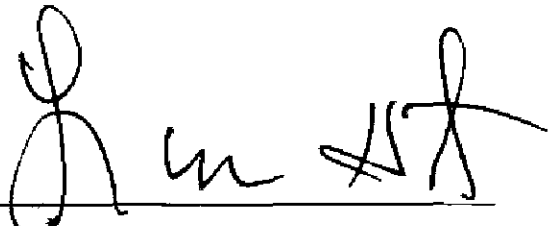
It appears to this Board an inter local agreement exists between Clay County, MS, the City of West Point, and EMCC with regard to the leasing and maintenance of the building located north of town on Highway 45 which is currently occupied by EMCC, and,

It appears to this Board the roof on the said building is in poor condition and is needing some repairs or possibly be replaced and comes now representatives from EMCC to discuss with the Board the cost and approval to make the said repairs, and,

It appears to this Board the cost to repair the said roof will approximately be \$50,000 which pursuant to the inter local agreement between the three agencies will be split three ways evenly

After motion by R B Davis and second by Luke Lummus this Board doth vote unanimously to authorize and approve to pay the County's portion of one third of the cost to replace the said roof at the EMCC North Campus with the said approximate replacement cost being \$50,000

SO ORDERED this the 4th day of June, 2015



President

NO _____

**IN THE MATTER OF AUTHORIZING AND APPROVING TO REFUND THE
ADVANCE PAYMENTS MADE BY THE MS DEVELOPMENT AUTHORITY AND
SOUTHERN NATURAL GAS WITH REGARD TO THE YOKOHAMA TIRE PLANT
SITE**

There came on this day for consideration the matter of authorizing and approving to refund the advance payments made by the MS Development Authority and Southern Natural Gas with regard to the Yokohama Tire Plant Site

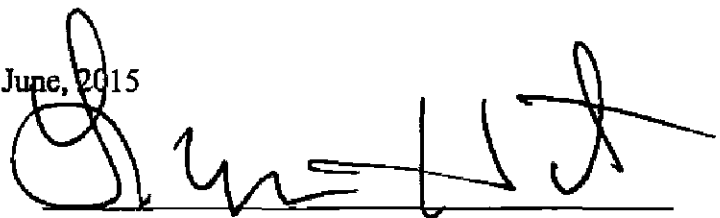
It appears to this Board as attached hereto as Exhibit A, the MS Development authority made an advance payment to TVA in the amount of \$1,507,000 based upon a project estimate to relocate electrical lines for the Yokohama Boulevard, and,

It appears to this Board as attached hereto as Exhibit A, the actual project cost came in under budget and TVA is refunding \$594,411.75 to the County to be paid to the MS Development Authority since funds were advanced by this agency originally, and,

It appears to this Board that the MS Development Authority also advanced payment to Southern Natural Gas for the project of relocating gas lines in the amount of \$2,032,438.00 and the project cost actually came in at \$2,119,320.00, therefore, a refund in the amount of \$86,882.00 is due back to the MS Development Authority

After motion by Luke Lumms and second by R. B. Davis this Board doth vote to authorize payment to the MS Development Authority in the amount of \$594,411.75 for the refund of the advance payment made to TVA for the relocation of power lines at the Yokohama Plant Site and to MS Development Authority in the amount of \$86,882.00 to serve as a refund of the advance payment made to Southern Natural Gas for the relocation of gas lines also located at the Yokohama Plant Site

SO ORDERED this the 4th day of June, 2015



President

TVA_REMITTANCE_ADVICE_7000439297.txt
TENNESSEE VALLEY AUTHORITY
REMITTANCE ADVICE

Vendor Name CLAY COUNTY
Vendor Number XXXXX0729
ABA Rounting Nbr XXXXX6295
Account Number XXXX2138
Total Payment \$594,411.75
Deposit Date 05/29/2015
TVA Remittance 7000439297

Remittance Line 1
Invoice Number 052015
Invoice Date 05/20/2015
Invoice Amount \$594,411.75
Amount Paid \$594,411.75
TVA Purchase Order
Invoice Comments 1 REFUND FOR PREPAYMENTS ON PROJECT # 410337

*** END OF REMITTANCE ADVICE ***

**ECONOMIC DEVELOPMENT HIGHWAY PROGRAM
INVOICE TRANSMITTAL FORM**

FROM OFFICE OF STATE AID	DATE SUBMITTED 10/08/13
PHONE (601) 359-7150	CLAY COUNTY - YOKOHAMA TIRE
APPROVED BY	HA-061 DECD-0013(51)B
VENDOR NAME Tennessee Valley Authority	
ADDRESS TVA Treasurer Department 888018 Knoxville TN 37995-8018	
VENDOR NUMBER	
AMOUNT REQUESTED <u>\$ 1,507,000 00</u>	
MDECD/USE	
FUND NUMBER 34HD ORG CODE FR65	NOTES
ACTIVITY 000D EXPENSE CODE 64790	
PROJ/SUB/PH(JOB) HA061/HA/D LOC 00XX	
AMOUNT PAYABLE \$	

0 \FORMS\EDH\INVOICE\IP 07/01/99



INVOICE

CLAY COUNTY BOARD OF SUPERVISORS
PO BOX 815

WEST POINT, MS 39773

INVOICE DATE 10/07/13
INVOICE NO 125978
CUSTOMER NO Z001063
CONTRACT NO DEL10224
PO NO DEL10224
PROJECT NO 410337

Direct billing inquiries to BOND RONALD S
(423) 751 6371

Electronic Payment Methods

Online via Credit Card or ACH Debit - use eCollection at <https://ecol.tva.gov>
ACH Credit - ABA 081038706 - ACCT# 349000 FFC TVA
FEDWIRE ABA 021030004 ACCT# 00004912 Bank Name TREAS NYC FFC TVA
Please include addenda record showing invoice numbers

Please make remittance to Tennessee Valley Authority

Forward payment to TVA Treasurer
Department 888018
Knoxville TN 37995-8018

Direct electronic payment inquiries to Cory Ferrell (865)632-4412

PAYMENT TERMS

Payment is due to TVA within 30 days of invoice date unless otherwise specified by contract. Payments received after that date will be subject to a late payment penalty. Late payment interest shall be payable on any overdue amount in accordance with the prompt payment terms of the referenced agreement.

To ensure proper credit, please reference invoice number when making payment.

DESCRIPTION

AMOUNT

DEL ESP EXT RELOC TLS FOR CLAY

BILL THROUGH DATE 06/30/13

PREPAYMENT

\$1,507 000 00

INVOICE TOTAL

\$1,507,000 00

BALANCE DUE

\$1,507,000 00

Approved by

Robert L. Calvert, P E

**ECONOMIC DEVELOPMENT HIGHWAY PROGRAM
INVOICE TRANSMITTAL FORM**

FROM OFFICE OF STATE AID	DATE SUBMITTED 10/08/13
PHONE (601) 359-7150	CLAY COUNTY - YOKOHAMA TIRE
APPROVED BY	HA-061 DECD-0013(51)B
VENDOR NAME 4 County Electric Power Association	
ADDRESS P O Box 351 Columbus MS 39703-0351	
VENDOR NUMBER	
AMOUNT REQUESTED <u>\$ 575,000 00</u>	
MDECD USE	
FUND NUMBER 34HD ORG CODE FR65	NOTES
ACTIVITY 000D EXPENSE CODE 64790	
PROJ/SUB/PH(JOB) HA061/HA/D LOC 00XX	
AMOUNT PAYABLE \$	

O FORMS\EDH\INVOICE\DIP 07/01/99

CLAY COUNTY 205 COURT STREET, P O BOX 795 WEST POINT MS 39773

Description	Voucher #	Date	PO Number	Gross Amount	Discount Amount	Net Amount Paid
PMIREQSNAGAFEREFUND PLEASE RETURN CHECK TO MARK YOUNG - COLORADO SPRINGS RM 526A 5/19/2015	11387983	05/19/15		\$86 882 00	\$0 00	\$86,882 00
Totals				\$86 882 00	\$0 00	\$86 882 00

Detach at Perforation Before Depositing Check
100126859

Southern Natural Gas Company LLC
1001 Louisiana Ste 1000
Houston, TX 77002

Wells Fargo Bank Ohio N.A.
115 Hospital Drive
Van Wert OH 45891
56-382/412

Check No 1161616

05/20/2015

PAY Eighty Six Thousand Eight Hundred Eighty Two AND 00/100

\$ 86 882 00

TO THE
ORDER
OF
100126859

CLAY COUNTY
205 COURT STREET
P O BOX 795
WEST POINT MS 39773

K. Dang

⑈0001161616⑈ ⑆04120382419600050016⑈

Relocate and lower approx 400 ft of the 30 Muldon
Storage Line near MP 28 in Clay County MS

5/15/2015

Southern Natural Gas
AFE 72093 - Muldon Storage Field Line Relo
Clay County, Mississippi

Vendor No 100126859

<u>Breakdown of Charges</u>	<u>Amount</u>
<u>Labor and Payroll Charges</u>	\$4,549 90
<u>Employee Expenses</u>	\$315 30
<u>Material Charges</u>	\$438,115 67
<u>Misc Outside Services</u>	\$80 00
<u>Mechanical Construction Contractor</u>	\$1,232,503 61
<u>Engineering</u>	\$5,083 00
<u>Inspection</u>	\$50,005 44
<u>Radiography</u>	\$4,106 80
<u>Environmental</u>	\$4,306 45
<u>Survey</u>	\$5,165 13
<u>Vehicles</u>	\$177 94
<u>Gas Loss</u>	\$2,192 48
<u>Pipeline/ROW Damages</u>	\$5,500 00
<u>Project Expense before Overhead and Tax Gross Up</u>	<u>\$1 752,101 72</u>
<u>Overhead Allocation @ 16%</u>	\$280,336 28
<u>Project Expense before Tax Gross Up</u>	<u>\$2,032,438 00</u>
<u>Tax Gross Up</u>	\$0 00
<u>Total Project Expense</u>	<u>\$2,032 438 00</u>
<u>Prepayments from Clay County, MS</u>	(\$2,119,320 00)
<u>Total Refund Due To Clay County, MS</u>	<u>(\$86,882 00)</u>

**IN THE MATTER OF APPROVING TO ENTER INTO A ROAD REPAIR
AGREEMENT WITH YOKOHAMA TIRE MANUFACTURING MISSISSIPPI, LLC**

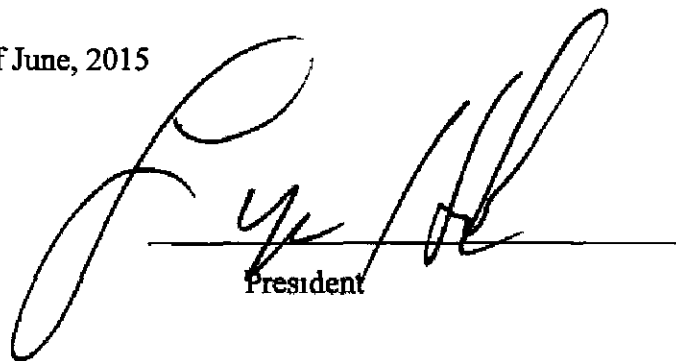
There came on this day for consideration the matter of approving to enter into a road repair agreement with Yokohama Tire Manufacturing Mississippi, LLC

It appears to this Board as attached hereto as Exhibit A is the road repair agreement which has been approved and executed by Yokohama Tire to repair Towncreek Road and Campground Road to repair the said county roads in the condition in which they were found prior to the construction of the said plant, and,

It appears Yokohama has agreed to fund \$1 2 million dollars from the inside the fence monies which is part of the \$11 million dollar bond monies as issued by the County

After motion by Luke Lummus and second by Shelton Deanes this Board doth vote unanimously to authorize and approve the said Road Repair Agreement as attached hereto as Exhibit A

SO ORDERED this the 4th day of June, 2015



President

ROAD REPAIR AND RESTORATION AGREEMENT

This ROAD REPAIR AND RESTORATION AGREEMENT (this "Agreement") is dated effective as of _____, 2015, and is entered into by and between CLAY COUNTY, MISSISSIPPI, acting by and through its Board of Supervisors (the "County"), THE CLAY COUNTY ECONOMIC DEVELOPMENT DISTRICT, acting by and through its Board of Trustees (the "EDD"), and YOKOHAMA TIRE MANUFACTURING MISSISSIPPI, LLC, a Delaware limited liability company (the "Company")

RECITALS

WHEREAS, on April 29, 2013, the County, the EDD, the Company (as assignee of Yokohama Tire Corporation) and the other parties thereto entered into that certain Memorandum of Understanding (the "MOU"),

WHEREAS, the MOU sets forth certain inducements which were provided to the Company to induce the Company to construct, develop and operate its new tire manufacturing facility (the "Project") on certain property located in the County, as more particularly described in the MOU (the "Project Site"),

WHEREAS, the development and preparation of the Project Site by the Company and its contractors required the hauling of multiple loads of fill material (e.g., dirt and other such fill materials) to the Project site over Towncreek Road and Campground Road in the County (together, the "County Roads"),

WHEREAS, pursuant to that certain Letter Agreement dated October 23, 2013 (the "Letter Agreement"), the Company agreed to pay the costs and expenses of repairing and returning the County Roads to a state of repair consistent with their respective condition prior to the commencement of said hauling operations (the "Required County Road Repairs"),

WHEREAS, the development and preparation of the Project Site by the Company has been substantially completed and the County has requested that the Company provide the funds necessary to complete the Required County Road Repairs,

WHEREAS, the parties hereto each now desire to enter into this Agreement for the purpose of, among other things, memorializing the respective obligations of the parties hereto with respect to the Required County Road Repairs

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and subject to the terms and conditions set forth herein, the parties hereto hereby agree as follows

AGREEMENT

1 Definitions Unless otherwise defined herein, capitalized terms used in this Agreement shall have the meanings ascribed to such terms in the MOU

2 Road Repair Scope and Cost Determination The County shall direct the County Engineer to prepare (or cause to be prepared) plans and specifications for the Required County Road Repairs, together with the County Engineer's cost estimate for the same, and the Company and its engineers or other consultants shall be permitted to review the same. Each of the parties hereto understands and acknowledges that the Required County Road Repairs must, and shall, be designed and performed in accordance with applicable State law and satisfy all State and local road construction standards applicable to the County Roads, and further, that the County's compliance with such State and local design and performance standards are hereby deemed to be part of the Required County Road Repairs and may result in additional costs and expenses which may be paid by the County or EDD using funds from the County Road Repair Reserve (as defined below). The Company also understands and acknowledges that the work necessary to perform the Required County Road Repairs must be publicly bid by the County or EDD in accordance with applicable State laws.

3 Source of Required County Road Repair Funds In addition to any other portion of the County Inside-the-Fence Grant retained by the EDD or County as permitted by Section 7.01 of the MOU, the EDD shall withhold as a reserve from the County Inside-the-Fence Grant One Million Two Hundred Thousand Dollars (\$1,200,000) (the "County Road Repair Reserve") for the purpose of providing that portion of such funds necessary to complete the Required County Road Repairs. If the actual cost of the Required County Road Repairs is less than the County Road Repair Reserve, the EDD shall, within thirty (30) days following the completion of such repairs, remit the remainder of the County Road Repair Reserve to the Authority to be made available to the Company as County Inside-the-Fence Grant funds. If the actual cost of the Required County Road Repairs exceeds the County Road Repair Reserve, the County shall fund or cause to be funded such additional costs. Notwithstanding the foregoing, the parties hereto acknowledge and agree that the Company's obligation to fund the Required County Road Repairs shall not exceed One Million Two Hundred Thousand Dollars (\$1,200,000), provided, however, that the Company hereby authorizes the EDD and the County to expend, subject to Section 2 above, up to the full amount of the County Road Repair Reserve on the Required County Road Repairs and any such amounts so expended shall constitute a dollar-for-dollar reduction in the aggregate amount of the County Inside-the-Fence Grant payable by the EDD in accordance with the MOU.

4 MOU Amendment To the extent that the provisions of this Agreement conflict with the terms of the MOU, this Agreement shall be deemed to supersede and amend the MOU, provided, however, except as expressly altered by this Agreement, the remaining terms and provisions of the MOU shall remain in full force and effect and are hereby affirmed, confirmed and ratified in all respects.

5 Successors This Agreement shall be binding on and inure to the benefit of each of the parties hereto and their respective successors and assigns.

6 Section Headings Section headings used in this Agreement are for convenience of reference only and shall not affect the construction of this Agreement.

7 Severability If any clause, provision or paragraph of this Agreement is held to be illegal or invalid by any court, or improper, or untenable, the illegality or invalidity of such clause, provision or paragraph shall not affect any remaining clauses, provisions or paragraphs hereof, and this Agreement shall be construed and enforced as if such illegal or invalid clause, provision or paragraph had not been contained herein

8 Amendments Any amendments, revisions or other modifications to this Agreement shall be in writing and signed by all parties who are affected by such amendment or their respective successors and assigns

9 Governing Law; Venue. This Agreement shall be governed by the laws of the State of Mississippi. Any legal suit, action or proceeding against any Party arising out of or relating to this Agreement may be instituted in any appropriate court of competent jurisdiction located in Clay County, Mississippi

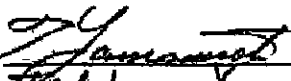
10 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original, but all of which taken together shall be one and the same instrument. This Agreement may also be executed by facsimile or electronic transmission and each facsimile or electronically transmitted signature hereto shall be deemed for all purposes to be an original signatory page

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and agree that it shall be effective as of the date first set out above, though actually executed on the date or dates of the respective acknowledgments below

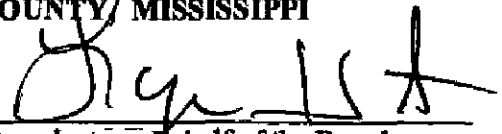
COMPANY

**YOKOHAMA TIRE MANUFACTURING
MISSISSIPPI, LLC,**
a Delaware limited liability company

By 
Name Tadabaru Yamamoto
Title President

COUNTY

CLAY COUNTY, MISSISSIPPI

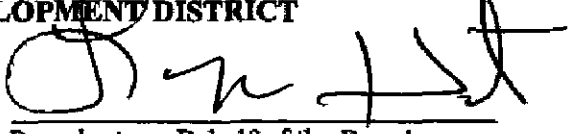
By 
President, on Behalf of the Board
of Supervisors

ATTESTED BY

Chancery Clerk

EDD

**CLAY COUNTY ECONOMIC
DEVELOPMENT DISTRICT**

By 
President, on Behalf of the Board
of Trustees

ATTESTED BY

Clerk of the Board of Trustees

{JX154151 3}

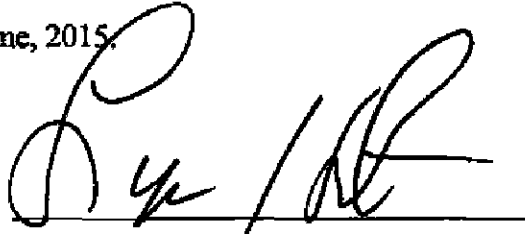
NO _____

**IN THE MATTER OF AUTHORIZING AND APPROVING THE CONTRACT FOR
CONSTRUCTION AND IMPROVEMENTS ON BARTON FERRY ROAD AND
ESHMAN AVENUE FOR YOKOHAMA TIRE CORPORATION**

There came on this day for consideration the matter of authorizing and approving the contractor construction and improvements on Barton Ferry Road and Eshman Avenue for Yokohama Tire Corporation.

After motion by Luke Lummus and second by R. B. Davis this Board doth vote unanimously to authorize and approve the said road repair agreement as attached hereto as Exhibit A.

SO ORDERED this the 4th day of June, 2015.



President

**MISSISSIPPI DEVELOPMENT AUTHORITY
ECONOMIC DEVELOPMENT HIGHWAY PROGRAM
CONSULTANT ENGINEERING CONTRACT
FOR
PROJECT NUMBER DECD -0013(52)B
CLAY COUNTY**

**FOR CONSTRUCTION AND IMPROVEMENTS ON
BARTON FERRY ROAD AND ESHMAN AVENUE**

FOR - YOKOHAMA TIRE CORPORATION

**WITH
Calvert Spradling Engineers Inc.**

MISSISSIPPI DEVELOPMENT AUTHORITY

STATE OF MISSISSIPPI

COUNTY OF CLAY

THIS CONTRACT, made and entered into by and between the Board of Supervisors of Clay County, Mississippi, (the "COUNTY"), a political subdivision of the State of Mississippi, acting by and through the duly authorized Board of Supervisors of Clay County ("BOARD OF SUPERVISORS"), Mississippi, and Calvert Spradling Engineers Inc, (the "CONSULTANT"), duly registered to do business in the State of Mississippi, whose address for mailing is Post Office Drawer 1078, West Point, Mississippi 39773, effective as of the date of latest execution below

WITNESSETH

WHEREAS, the COUNTY proposes to construct approximately 1.85 miles of BARTON FERRY ROAD from Highway 50 to Yokohama Boulevard and approximately 1.65 miles of ESHMAN AVENUE from Industrial Road to Hazelwood Road along an existing route and to obtain complete design services for development of construction plans including field surveys, to obtain right-of-way acquisition maps and descriptions and to obtain complete construction engineering services all of which has been designated as Project(s) No DECD-0013(52)B, hereinafter called the "PROJECT" and

WHEREAS, the COUNTY desires to engage a qualified and experienced CONSULTANT to perform Engineering Services for the design and preparation of the complete construction plans and construction engineering for said PROJECT, all of which are hereinafter called the "SERVICES", and,

WHEREAS, the CONSULTANT has represented to the COUNTY that it is experienced and qualified to provide those services, and the COUNTY has relied upon such representation, and,

WHEREAS, the CONSULTANT has heretofore performed satisfactory services for the COUNTY, and,

WHEREAS, the CONSULTANT herein was chosen by the COUNTY to perform these SERVICES in accordance with an agreement made and entered into between the Mississippi Development Authority ("MDA"), the COUNTY, and the Office of State Aid Road Construction ("STATE AID") to the end that such parties are now desirous of entering into a CONTRACT,

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable considerations flowing unto the parties, the receipt and sufficiency of which is hereby acknowledged, the COUNTY and the CONSULTANT do hereby CONTRACT and agree as follows

ARTICLE I GENERAL RECITALS

CONSULTANT shall, for the agreed fees, furnish all engineering services, project management services, and materials required to perform the tasks described in the Scope of Work for the proposed transportation improvements. In so doing, the CONSULTANT shall meet the requirements of the COUNTY, MDA and STATE AID

ARTICLE II SCOPE AND PROCEDURE

The CONSULTANT shall conduct the services in accordance with this agreement including the exhibits hereto, and made a part hereof as if fully set forth herein. The timely performance of the SERVICES referred to in "Exhibit 2" shall be the primary basis for measurement of performance under this contract. The COUNTY specifically reserves the right and privilege to enlarge or reduce the scope, or to cancel, any phase of any project begun under this CONTRACT at any time, with written approval of STATE AID and MDA.

ARTICLE III CONTRACT TERM

This CONTRACT shall commence upon the latest date of execution below and continue until construction is complete and all final documents have been submitted and approved, at which time this CONTRACT shall absolutely and finally terminate.

During the term of this CONTRACT, the COUNTY reserves the right to terminate this CONTRACT or any phase or project begun thereunder, at any time, with or without cause, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment of services rendered prior to the date of termination. If termination occurs prior to completion of construction, in addition to fees and expenses as allowed by this Contract to date to which Consultant is entitled, the COUNTY shall be liable only for the costs, fees and expenses for demobilization and close out of CONTRACT based on actual time and expenses incurred by CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the COUNTY. In no event shall the COUNTY be liable for lost profits or other consequential damages. All costs, expenses, and fees shall be subject to the approval of STATE AID, MDA, and the COUNTY.

ARTICLE IV TIME OF PERFORMANCE

The CONSULTANT shall be prepared to perform its responsibilities of providing the SERVICES commencing on the date of execution of the CONTRACT.

The CONSULTANT has submitted a proposed project schedule to the COUNTY which has been incorporated herein as a part of "Exhibit 3", Fees and Expenses, and made a part hereof by reference as if fully copied herein, and which when approved by final execution of this CONTRACT and upon such approval shall control the evaluation of the CONSULTANT's progress on this PROJECT. A copy of the progress schedule shall be submitted along with an estimated percentage completed with each request for reimbursement.

A written Notice to Proceed shall be issued under authority from the COUNTY within 30 days after final execution of this CONTRACT.

ARTICLE V RELATIONSHIP OF THE PARTIES

The relationship of the CONSULTANT to the COUNTY is that of an independent contractor, and said CONSULTANT, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the COUNTY by reason hereof. The

CONSULTANT will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the COUNTY, including but not limited to workers' compensation coverage, health insurance, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever

The COUNTY for purposes of this agreement will execute all directives and orders through the President of the BOARD OF SUPERVISORS provided appropriate authority has been obtained from the BOARD OF SUPERVISORS All notices, communications, and correspondence with the COUNTY shall be directed to the key personnel and designated agents shown below

ARTICLE VI COMPENSATION, BILLING & AUDIT

A Cost and Fees

The CONSULTANT shall be paid on a fee basis as set forth in Exhibit "3" to this CONTRACT The compensation paid pursuant to this CONTRACT shall be determined from the Economic Development Highway Program Engineer Fee Schedule dated May 1, 1996 and included as part of Exhibit "3" to this Contract, exclusive of testing

Testing shall be performed and paid for in accordance with State Aid Standard Operating Procedures Payment for testing shall be in addition to the Consultant's compensation described above

B Billing

The Consultant may submit invoices with documentation to State Aid in accordance with Exhibit 3, with a copy to the COUNTY, for review and approval Upon such approval by State Aid, State Aid will forward any such request and supporting documentation to MDA for approval

Upon approval thereof, MDA will forward any request for disbursement to the COUNTY for payment from the COUNTY, or MDA will pay from state funds

The CONSULTANT further agrees that the MDOT, FHWA or any other Federal or State Agency may audit the same records at any time during the life of the CONTRACT and up to three (3) years thereafter, should the funding source for all or any part of this CONTRACT be funds of the United States of America or the State of Mississippi

C Record Retention

The CONSULTANT shall maintain all time and expense records incurred on the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of the CONTRACT and for three (3) years from the date of final payment under this CONTRACT for inspection by the COUNTY, and copies thereof shall be furnished upon request, at the COUNTY's expense The CONSULTANT agrees that the provisions of this article shall be included in any agreements it may make with any subcontractors, assignees or transferees

ARTICLE VII FINAL PAYMENT

The CONSULTANT agrees that acceptance of the final payment unless otherwise stated in writing at that time by Consultant shall be in full and final settlement of all claims arising against the COUNTY for work done, materials furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the COUNTY from any and all further claims of whatever nature, whether known or unknown, for and on account of said CONTRACT, and for any and all work done, and labor and material furnished in connection with the same. Errors and/or omissions discovered subsequent to the acceptance by the COUNTY of final technical reports shall be borne by the CONSULTANT without additional compensation.

ARTICLE VIII REVIEW OF WORK

Authorized representatives of the COUNTY may at all reasonable times review and inspect the SERVICES under this CONTRACT and any assignments thereunder or amendments thereto. Authorized representatives of the STATE AID, MDOT or FHWA may also review and inspect the SERVICES under this CONTRACT should funds of the United States of America be in any way utilized in payment for said SERVICES. Such inspection shall not make the State of Mississippi or the United States of America a party to this CONTRACT, nor will the MDOT or FHWA interfere with the rights of either party hereunder.

All reports, drawings, studies and computations prepared by and for the CONSULTANT, shall be made available to authorized representatives of the STATE AID and the COUNTY for inspection and review at all reasonable times. Authorized representatives of the MDOT and FHWA may also review and inspect said reports, drawings, studies and maps prepared under this CONTRACT should funds of the United States of America be in any way utilized in payment for the same. Acceptance by the COUNTY shall not relieve the CONSULTANT of its professional obligation to correct, at its expense, any of its errors in the final version of the work.

ARTICLE IX RESPONSIBILITIES FOR CLAIMS AND LIABILITY

The CONSULTANT shall indemnify, defend and hold harmless the COUNTY and all its officers, agents and employees from any and all claims, suits, judgments, damages, attorney's fees, costs and any and all other expenses whatsoever arising out of or relating in any manner to any negligent act, actions, neglect or omission by the CONSULTANT or its agents, employees, or subcontractors during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which the COUNTY or said parties may be subject, except that neither the CONSULTANT nor any of his agents or subcontractors will be liable under this provision for damages arising out of the injury or damage to persons or property solely caused or resulting from the negligence of the COUNTY or any of its officers, agents or employees.

The CONSULTANT's obligation to indemnify, defend, and pay for the defense, or at the option, to participate and associate with the COUNTY in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations shall commence upon receiving written notice from the COUNTY of a claim or cause of action. The CONSULTANT'S evaluation of liability, or its inability to evaluate liability, shall not excuse CONSULTANT'S duty to defend. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the COUNTY entirely responsible shall excuse performance of this provision by the CONSULTANT. In such case, the COUNTY shall pay all costs and fees related to this obligation and its enforcement. If there is a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the COUNTY agrees to notify the CONSULTANT as soon as practicable after receipt or notice of any claim involving the CONSULTANT. These indemnities shall not be limited by reason of the listing of any insurance coverage.

ARTICLE X INSURANCE

The CONSULTANT shall obtain and furnish certificates to the COUNTY for the following minimum amounts of insurance:

A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.

B. Public Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) on account of any one occurrence.

C. Property Damage Insurance in an amount not less than five hundred thousand dollars (\$500,000.00) from damages on account of any one occurrence, with an aggregate limit of not less than one million dollars (\$1,000,000.00).

D. Valuable Documents Insurance, whether as a part of the property damage insurance referenced above or as separate insurance, in an amount sufficient to cover all costs associated with repairing, restoring or replacing any documents kept or created by Consultant as a part of the Services, in the event of casualty to, or loss or theft of such documents.

E. Errors and Omissions Insurance, in an amount not less than one million dollars (\$1,000,000.00) per incident, one million dollars (\$1,000,000.00) aggregate.

F. Comprehensive Automobile Liability Insurance, with a combined single limit for bodily injury and property damage of not less than one million dollars (\$1,000,000.00) per incident with respect to CONSULTANT's (owned, hired or non-owned) vehicles, assigned to or used in the performance of services.

In addition, COUNTY shall be named as an additional insured on all of the applicable coverages, and CONSULTANT shall secure a waiver of subrogation in favor of COUNTY on all policies.

In the event that the CONSULTANT retains any subcontractor or other personnel to perform services or carry out any activities under or incident to work on any project or phase of this CONTRACT, the CONSULTANT agrees to obtain from said subcontractor or other personnel, certificates of insurance demonstrating that said subcontractor or other personnel has all of the above coverage, or to include said subcontractor or other personnel within the CONSULTANT's coverage for the duration of said project or phase for which said subcontractor or other personnel is employed.

The Insurance coverage recited above shall be maintained in full force and effect by the CONSULTANT during the life of this CONTRACT. Should the CONSULTANT cease to carry the errors and omissions coverage during the life of this CONTRACT listed above for any reason, it shall obtain "tail" coverage in the same limits for a period of not less than three (3) years subsequent to the termination of the policy.

ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

The CONSULTANT shall comply with the relevant requirements of all federal, state or local laws. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee or subcontractor working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee or subcontractor working solely for the CONSULTANT, any fee commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this CONTRACT. The CONSULTANT warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the COUNTY. For breach or violation of this provision the COUNTY may terminate this CONTRACT without liability, and the CONSULTANT shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the COUNTY or participating in any future contracts with the COUNTY.

ARTICLE XII. EMPLOYMENT OF COUNTY'S PERSONNEL

The CONSULTANT shall not employ any person or persons in the employ of the COUNTY for any work required by the terms of this CONTRACT, without the written permission of the COUNTY, except as may otherwise be provided for herein.

ARTICLE XIII. MODIFICATION

If, prior to the satisfactory completion of the services under this CONTRACT, the COUNTY materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement must be executed between the parties. Also, a supplemental agreement must be executed between the parties in the event that both parties agree the CONSULTANT's compensation should be increased due to an unanticipated increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase or project begun hereunder.

Oral agreements or conversations with the COUNTY, any individual member of the BOARD OF SUPERVISORS, officer, agent, or employee of the COUNTY or BOARD OF SUPERVISORS either before or after execution of this CONTRACT, shall not affect or modify any of the terms or obligations contained in this CONTRACT. All modifications and/or changes or change orders involving this CONTRACT, amendments or assignments must be submitted in writing and signed by the parties thereto before any work is commenced.

Minor changes in the CONTRACT which do not involve changes in the compensation, extensions of time (except extensions of deadlines as specifically set forth under Article III) or changes in the goals and objectives of this CONTRACT may be made by written notification of such change by either the COUNTY or the CONSULTANT to the other party, and shall become effective upon written acceptance thereof (i.e. letter agreement).

ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

It is understood by the parties to this CONTRACT that the work of the CONSULTANT is considered personal by the COUNTY. The CONSULTANT shall not assign, sublet or transfer any or all of its interest in this CONTRACT without prior written approval of the COUNTY and STATE AID. Under no circumstances will the CONSULTANT be allowed to sublet more than fifty percent (50%) of the work required under this CONTRACT. It is clearly understood and

agreed that specific projects or phases of the work may be sublet in their entirety provided that the CONSULTANT performs at least 50% of the overall CONTRACT with its own forces. Consent by the COUNTY and STATE AID to any subcontract shall not relieve the CONSULTANT from any of its obligations hereunder, and the CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

The COUNTY and STATE AID reserve the right to review all subcontract documents prepared in connection with this CONTRACT, and the CONSULTANT agrees that it shall submit to the COUNTY and STATE AID any proposed subcontract document together with subcontractor cost estimates for review and written concurrence of the COUNTY and STATE AID in advance of their execution.

ARTICLE XV OWNERSHIP OF DOCUMENTS

The CONSULTANT agrees that all reports, computer information and access, drawings, studies, notes, maps and other data, prepared by and for them under the terms of this CONTRACT shall be delivered to, become and remain the property of the COUNTY upon termination or completion of work, or upon request of the COUNTY regardless of any claim or dispute between the parties. All such data shall be delivered within thirty (30) days of receipt of a written request by the COUNTY. The COUNTY shall have the right to use same without restriction or limitation and without compensation to the CONSULTANT other than that provided for in this CONTRACT.

ARTICLE XVI PUBLICATION AND PUBLICITY

IT IS AGREED, that if any information concerning the work, its conduct, results or data gathered or processed should be released by the CONSULTANT without prior approval from the COUNTY, except to CONSULTANT'S attorney, the release of same shall constitute grounds for termination of this CONTRACT without indemnity to the CONSULTANT, unless such release or disclosure is required by judicial proceeding, but should any such information be released by the COUNTY, or by the CONSULTANT with such prior written approval, the same shall be regarded as public information and no longer subject to the restrictions of this CONTRACT.

IT IS FURTHER AGREED, that all approved releases of information, findings, and recommendations shall include a disclaimer provision and that all published reports shall include that disclaimer on the cover and title page in the following form:

The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of Clay County, Board of Supervisors of Clay County, Mississippi, the employees of the County of Clay or the State of Mississippi.

ARTICLE XVII COPYRIGHTING

The CONSULTANT shall be prohibited from copyrighting the final reports or copyrighting any papers, interim reports, forms or other material which is a part of the work under this CONTRACT, without written approval from the COUNTY. Publication rights to any documents produced are reserved by the COUNTY.

ARTICLE XVIII CONTRACT DISPUTES

This CONTRACT shall be deemed to have been executed in Clay County, Mississippi, and all questions including but not limited to questions of interpretation, construction and performance shall be governed by the laws of the State of Mississippi. If any part of this CONTRACT is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the CONTRACT that can be given effect without the invalid or unenforceable provision and, to this end the provisions hereof are severable. In such event the parties shall amend the CONTRACT as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

It is expressly agreed that if the CONSULTANT shall be delayed or interrupted in the performance or completion of its work hereunder by any embargo, war, fire, flood, earthquake, epidemic or other calamity, act of God or of the public enemy, governmental act (including, but not limited to, any government priority, preference, requisition, allocation, interference, restraint or seizure, or the necessity of complying with any governmental order, directive, ruling or request) or by any strike or labor dispute involving the owner, or any manufacturer, supplier or carriers of the machinery, materials or supplies required hereunder, then the time of completion specified herein shall be extended for a period equivalent to the time lost as a result thereof.

ARTICLE XIX COMPLIANCE WITH APPLICABLE LAW

A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.

B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.

C. The CONSULTANT shall not discriminate against any employees nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.

D. The CONSULTANT shall comply and shall require its subconsultants to comply with the regulations for compliance with Title VI of the Civil Rights Act of 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.

E. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations C.F.R. 23 Part 634 – Worker Visibility – as stated in "Exhibit 5".

F. The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security's E-Verify employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subconsultants and vendors who will participate in the performance of this

CONTRACT and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the COUNTY due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on **Exhibit 8** in the CONTRACT to the COUNTY and to STATE AID verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT.

ARTICLE XX. KEY PERSONNEL & DESIGNATED AGENTS

The CONSULTANT agrees that Key Personnel identified as assigned to phases or projects hereunder as set forth in the assignments, shall not be changed or reassigned without prior approval of the COUNTY. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise identified in the Exhibits hereto.

CLAY COUNTY
FOR CONTRACTUAL MATTERS

Lynn Horton, President
Clay County Board of Supervisors
P O Box 815
West Point, MS 39773
Telephone 662-494-3124
Facsimile 662-492-4059
Email aberry@claycounty.ms.gov

Calvert-Spradling Engineers, Inc.
FOR CONTRACTUAL MATTERS

Robert L. Calvert, President
Calvert-Spradling Engrs, Inc
P O Drawer 1078
West Point, MS 39773
Telephone 662-494-7101
Facsimile 662-494-8549
Email rlcalvert@bellsouth.net

FOR TECHNICAL MATTERS

Lynn Horton, President
Clay County Board of Supervisors
P O Box 815
West Point, MS 39773
Telephone 662-494-3124
Facsimile 662-492-4059
Email aberry@claycounty.ms.gov

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Robert L. Calvert, President
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P O Drawer 1078
West Point, MS 39773
Telephone 662-494-7101
Facsimile 662-494-8549
Email rlcalvert@bellsouth.net

All notices given hereunder shall be by U.S. Certified Mail, return receipt requested, or by facsimile and shall be effective only upon receipt by the addressee at the above addresses or telephone numbers.

ARTICLE XXI. MERGER & WAIVER

It is expressly agreed by the parties hereto that the CONTRACT constitutes the entire and only CONTRACT between the parties and that any and all previous agreements, understandings and covenants which may have existed between the parties hereto of any kind, nature, or description, expressed or implied, oral or written, which have not been set forth in this

CONTRACT are hereby void and of no effect and shall not in any way whatsoever be taken into consideration in the interpretation of the terms hereof

No waiver of any provision or default under this CONTRACT shall affect the right of the COUNTY thereafter to enforce said provision or to exercise any right or remedy in the event of any other default, whether or not similar

ARTICLE XII AUTHORIZATION

Both parties hereto represent that they have authority to enter into this CONTRACT and certified copies of the applicable Order of the BOARD OF SUPERVISORS and the Resolution of the Corporation Board of Directors containing the authority is attached hereto

WITNESS this my signature in execution hereof, effective as of the date of latest execution below

APPROVED

[Signature]
Clay County

Robert L. Calvert
Calvert-Spradling Engineers, Inc
Consultant

Date

[Signature] 6/4/15

Date

6/4/2015

ATTEST

[Signature]
Chancery Clerk, Clay County

Date

6/4/15

State Aid Engineer

Date

ACKNOWLEDGEMENT OF SELECTION OF CONSULTING ENGINEER

Mississippi Development Authority

Date

Exhibits attached hereto and incorporated by reference into this contract includes those identified on the following page entitled "List of Exhibits"

LIST OF EXHIBITS

- 1 Evidence of Authority
 - A Program Form or Board Order
 - B Resolution of Board of Directors of Consultant (if applicable)
- 2 Scope of Work.
 - A. Project Description
 - B Project Cost Estimate
- 3 Fees and Expenses
- 4 Commitment Letter from the Mississippi Development Authority
- 5 Compliance with Title VI of the Civil Rights Act of 1964, as amended and 23 C.F.R. 710 405(b)
- 6 Certification of Consultant.
- 7 Certification of Board of Supervisors of No Conflict
- 8 Certification of Board of Supervisors on Compliance with the Mississippi Employment Protection Act

EXHIBIT 1

BOARD ORDER APPROVING ENGINEERING CONTRACT

NO _____

**IN THE MATTER OF APPROVING THE ENGINEER FOR THE ESHMAN AVENUE
AND BARTON FERRY PROJECT**

There came on this day for consideration the matter of approving the Engineer for the Eshman Avenue and Barton Ferry Project.

After motion by Shelton Deanes and second by Luke Lummus this Board doth vote unanimously to authorize and approve to designate Calvert Spradling Engineers as the Engineers for the Eshman Avenue and Barton Ferry Road project.



President 4/30/2015

EXHIBIT 1-B

Calvert-Spradling Engineers, Inc

Special Meeting of the Directors

Pursuant to waiver of notice a special called meeting of the Board of Directors of Calvert-Spradling Engineers, Inc. was held in the office of the Corporation at 8:00 A.M. on June 1, 2011 when and where there were present Robert L. Calvert, Stanley J. Spradling and Barbara Donahoo being all of the directors of the Corporation.

President Calvert served as Chairman of the meeting and Secretary Donahoo kept the minutes thereof.

President Calvert announced that the meeting was called for the purpose of designating an individual as agent of the Corporation in connection with a proposal to the Clay County Board of Supervisors for providing Engineering Services for Barton Ferry Road and Eshman Avenue known as Project No. DECD-0013()B.

RESOLVED that Robert L. Calvert be designated agent of the Corporation to act and execute documents on behalf of the Corporation as same related to the Clay County Project No. DECD-0013()B. A motion was made, seconded and unanimously carried.

There being no further business to come before the meeting at this time, upon motion made, seconded and unanimously carried, the same was adjourned.

Barbara Donahoo
Secretary

Attested

Robert L. Calvert
President

EXHIBIT 2

SCOPE OF WORK
CLAY COUNTY OF, MISSISSIPPI
MISSISSIPPI DEVELOPMENT AUTHORITY
YOKOHAMA BOULEVARD PROJECT
PROJECT(S) NO DECD -0013(52)B

GENERAL DESCRIPTION

The Engineering Services Contract is for determining rights-of-way limits ("ROW") for the construction of improvements to approximately 1.85 miles of BARTON FERRY ROAD from Highway 50 to Yokohama Boulevard and approximately 1.65 miles of ESHMAN AVENUE from Industrial Road to Hazelwood Road along an existing route, to provide complete design services including field surveys for the development of construction plans, ROW maps and descriptions, to provide complete construction engineering services, and project management services

THE CONSULTANT acknowledges that he has received a copy of the memorandum of understanding between the COUNTY, Mississippi Development Authority ("MDA") and the Office of State Aid Road Construction ("STATE AID") requiring the services of an engineer and project manager and CONSULTANT shall comply with the requirements therein to the extent applicable to CONSULTANT

Construction of the project will be as follows *(See Exhibit 2A)*

GENERAL REQUIREMENTS OF THE DESIGN CONTRACT FOR THIS PROJECT

- 1 Design and evaluation of route locations for design consideration and utility conflicts for the Project
- 2 Development of final ROW plans sufficient in detail for the COUNTY to acquire the required ROW for the Project
- 3 Development of complete Preliminary and Final construction plans and bid documents including all STATE AID and MDOT special provisions, requirements and necessary changes
- 4 Development of a final OPINION OF PROBABLE CONSTRUCTION COST
- 5 Provide Construction phase engineering services
- 6 Perform necessary environmental studies of the Categorical Exclusion of the route location based on results of any studies including those done by others and furnish approved environmental document to STATE AID. Should the outcome of any public involvement or environmental impacts elevate the project thereby requiring an Environmental Assessment or Environmental Impact then these studies are eligible for additional compensation

SERVICES TO BE PROVIDED BY THE COUNTY

- 1 Review and approve plans for the design and construction of the Project
- 2 Provide information and data requested which is necessary for the Consultant's work

SERVICES TO BE PROVIDED BY THE CONSULTANT

- 1 Design and evaluate route locations for environmental and design consideration
- 2 Review the chosen route location for utility conflicts
- 3 Complete field surveys (See Appendix C)
- 4 Hydraulic analysis at all drainage structures
- 5 Drafting of regulatory permit (404) applications and drawings for application if required at any regulated site
- 6 Development of preliminary ROW plans and final ROW plans, sufficient in detail for the COUNTY to acquire the required ROW for the Project.
- 7 Development of preliminary construction plans with final ROW limits
- 8 Development of complete construction plans and bid documents and special provisions including electronic transfer of files
- 9 Provide complete construction engineering services including project management.
- 10 Arrange for the relocation or adjustment of all utilities in conflict with the construction of the project.

SCOPE OF WORK PHASES

The Scope of Work shall be divided into two phases

- | | |
|---------|---|
| Phase A | DESIGN ENGINEERING |
| | Part 1 Pre-Design Conference |
| | Part 2 Evaluation of Route Locations |
| | Part 3 Field surveys (Design & ROW) |
| | Part 4 Utility Location Surveys |
| | Part 5 Conceptual Plan Review |
| | Part 6 Plans-In-Hand Field Inspection |
| | Part 7 Preliminary Plans with ROW |
| | Part 8 Submittal of all required regulatory permits |
| | Part 9 Office Review Plans |
| | Part 10 Final Contract Plans and Documents |

Phase B CONSTRUCTION ENGINEERING

- Part 1 Construction Administration
- Part 2 Construction Staking
- Part 3 Construction Inspection and Observation
- Part 4 Materials Testing
- Part 5 Documentation
- Part 6 Preparation of Right of Way Plans and Plats

Specific work required for each phase is defined below

References in the Document to STATE AID shall mean the Office of State Aid Road Construction; FHWA shall mean the Mississippi Division Federal Highway Administration, and MDOT shall mean the Mississippi Department of Transportation. The Office of State Aid Road Construction is an office of the Mississippi Department of Transportation and will administer this project at the State Level

H Carey Webb, P.E.,
State Aid Engineer

SPECIFIC WORK REQUIREMENTS FOR PHASE A DESIGN ENGINEERING

After the Notice to Proceed has been issued, the CONSULTANT shall begin preparation of preliminary plans. The following specific requirements are for this phase

Part 1 PRE-DESIGN CONFERENCE

The purpose of the conference is to discuss STATE AID and MDA procedures, the alignment, contract administration, the design criteria, the method of field survey and other matters as the parties deem necessary. After pre-design conference the State Aid Engineer shall authorize the CONSULTANT to proceed with the Route Location Evaluation.

Part 2 ROUTE LOCATION EVALUATION & PUBLIC HEARING

- a. The CONSULTANT shall evaluate the alternate route locations for environmental and design considerations using existing aerial photographs, U S G S Maps, existing roadway plans and other data that may be provided by others
- b. The CONSULTANT shall assist the County of Clay and the STATE AID in any public hearings (if required)

Part 3 FIELD SURVEYS (DESIGN & ROW)

The CONSULTANT will survey the Project utilizing good engineering practices as required to prepare preliminary and final contract plans in accordance with the requirements of the STATE AID and to prepare ROW plans sufficient in detail to show property ownership. The work shall include, but not be limited to, the requirements outlined in Appendix "C"

Part 4 UTILITY LOCATION SURVEYS

The CONSULTANT shall locate all conflicting utilities, coordinate their relocation with the appropriate utility companies, and prepare all needed Utility Adjustment Agreements, in accordance with State Aid Standard Operating Procedures ("STATE AID SOP") No SAP-II-2-8. Costs of adjusting or relocating utilities will be eligible for reimbursement by MDA.

Part 5 CONCEPTUAL PLAN REVIEW

The CONSULTANT shall prepare conceptual plans for the PROJECT to include where applicable layouts (plan & elevation), typical sections, finish grade profiles, design data, drainage data, etc. One (1) set of the conceptual plans will be submitted to the COUNTY and STATE AID for approval. Studies (including opinions of probable cost) of other concepts, and conceptual changes required during this review are considered to be covered by this Scope of Work. A minimum of three (3) weeks for review and approval by the COUNTY, STATE AID, and MDA shall be allowed.

Part 6 PRELIMINARY DESIGN PLANS-IN-HAND INSPECTION

The CONSULTANT shall prepare preliminary design plans in accordance with STATE AID'S format. The design standards, the format of the plans, and any hydraulic design shall conform to the STATE AID requirements and the MDOT Design Manual. The preliminary design plans shall contain, as a minimum, title sheet, typical sections, plan and profile sheets showing all geometrics, profile grades, construction limits, proposed right-of-way, size and location of all drainage structures, construction signing, and all appurtenances to preliminary design, as well as any traffic control that will be required during construction. Any other incidental drawings needed to show pertinent topographical features or special treatments shall be included within these preliminary design plans. The CONSULTANT shall submit one (1) set of the blue-line prints of plans for review by the COUNTY and STATE AID, prior to requesting the plans-in-hand field inspection. The COUNTY and STATE AID shall mark on these plans all revisions or changes required and return same to the CONSULTANT. Consultant will allow a minimum of three (3) weeks for review by the COUNTY and STATE AID. After completing any revisions, the CONSULTANT shall submit to the STATE AID and COUNTY one (1) set of the blue-line prints of the preliminary design plans for a plans-in-hand field (PSE) inspection with representatives of the COUNTY, the CONSULTANT, and STATE AID at a date mutually agreed upon by all parties. Consultant will allow a minimum of three (3) weeks from the submittal date of the prints for scheduling and completing the field inspection.

a. Scale of Drawings

Plans shall be prepared at the following scales

- | | | |
|-----|--|---------|
| (1) | Plan sheets with geometrics | 1"=100' |
| (2) | Form grades at channelized intersections | 1"=20' |
| (3) | Intersection detail sheets | 1"=20' |
| (4) | Other sheets at appropriate scale | |

b Size of Drawings

All drawings shall measure 24 x 36 inches with trim lines ½ inch from top and bottom edges. Each sheet shall have a left hand margin of 1 ½ inches, a right hand margin of ½ inch, a margin of ½ inch between the top border of the drawing and trim line, and a ½ inch margin between the bottom border of drawing and trim line

c Size of Lettering

STATE AID's policy requires the contract plans to be a 50% reduction (1/2 Scale) of the original plans. Therefore, the CONSULTANT shall provide a minimum letter size of 1/8 inch in order to be legible when reduced to 50% of the original size. All plans submitted by the CONSULTANT shall conform to roadway standards adopted by the STATE AID. The State Aid Engineer may reject any plans not conforming to these standards.

Part 7 PRELIMINARY PLANS WITH RIGHT-OF-WAY

Subsequent to the PSE inspection, the CONSULTANT shall make all changes agreed upon during the inspection. After completion of all revisions and changes requested by STATE AID and COUNTY, the CONSULTANT shall furnish one (1) set of blue line prints for review by STATE AID and COUNTY. STATE AID and COUNTY shall mark on the prints all revisions or changes required and return same to the CONSULTANT (Allow minimum of three (3) weeks for review). Any changes or revisions required as a result of the above reviews shall be considered as part of the covered work.

Part 8 SUBMITTAL OF ALL REQUIRED REGULATORY PERMITS

The CONSULTANT shall determine what regulatory permits are required, if any, and submit complete and proper applications to the regulatory agency(s) for the proposed work, in accordance with STATE AID Procedures.

Part 9 OFFICE REVIEW PLANS

Subsequent to the PSE inspection, the CONSULTANT shall make all changes agreed upon during the inspection. This phase shall consist of all services required for production of final contract plans. After completion of all revisions and changes requested by STATE AID, the CONSULTANT shall furnish one (1) blue line sets of plans for review by the STATE AID ("OFFICE REVIEW PLANS"). The CONSULTANT shall return the original PSE Plans with the office submittal. A review of The OFFICE REVIEW PLANS will be required and the CONSULTANT may be requested to attend. STATE AID shall mark on the OFFICE REVIEW PLANS with all required revisions and return to the CONSULTANT (Allow minimum of three weeks for review). After all revisions have been made, the CONSULTANT shall submit the Final Contract Plans including all survey notes, design, special provisions, opinions of probable cost, and quantity computations and all notes or other data used in development of the plans.

FINAL CONSTRUCTION PLANS (PS & E ASSEMBLY)

The final construction plans shall include all items required in the preliminary design plans and all other information such as, but not limited to, detailed index, general notes, summary of quantities, estimated quantities, OFFICE REVIEW PLANS, plan-profile sheets, special design sheets, bridge detail sheets, erosion control sheets, traffic control plan and a detailed construction estimate. STATE AID's sample plans should be used as the guide for assembling the final plans.

One complete set of design computations, quantity estimates and required special provisions shall be transmitted to the District Engineer at the time final construction plans are submitted.

The design computations shall be legible, neat and orderly, and properly identified and referenced. All analysis computations and pertinent sketches are understood to be part of the design computations.

The CONSULTANT shall prepare all special provisions pertinent to the intent of the plans unless the OFFICE OF STATE AID and/or MDOT have on hand suitable special provisions that may be used.

The CONSULTANT shall submit three (3) sets of 1/2 size blue line prints with standards included and two (2) sets of 1/2 scale blue line prints without standards along with four (4) sets of contract documents for STATE AID review. The marked OFFICE REVIEW PLANS must be returned with the PS&E Assembly.

The CONSULTANT shall prepare the legal notice for advertising for bids and submit for publication. The CONSULTANT shall solicit bids and issue plans and proposals to prospective bidders during advertising period and shall attend the letting and assist in tabulation and evaluation of bids. Further processing requirements for contract documents shall be in accordance with Appendix C.

SPECIFIC WORK REQUIREMENTS OF PHASE B CONSTRUCTION ENGINEERING

The CONSULTANT will administer the construction contract in accordance with the plans, specifications, standards, and administrative, construction and testing SOP's.

The CONSULTANT will handle all construction administration and serve as the project manager, which duties shall include but not be limited to furnishing survey crews, inspectors, materials testing laboratory equipment and staff, Project Engineer, office clerical staff, vehicles and all equipment and supplies, as required to provide the service outlined herein.

Part 1 CONSTRUCTION ADMINISTRATION

The CONSULTANT will handle all contacts with property owners, utility companies and other individuals, regarding project questions and problems.

The State Aid District Engineer shall be the STATE AID's official representative on the project.

The CONSULTANT shall be the only authorized contact with the contractor during construction. STATE AID shall send all information and requests for the Contractor to the CONSULTANT for relay to the Contractor

The CONSULTANT will be responsible for arranging a preconstruction conference, notifying all the parties involved, requiring all the proper documents as detailed in State Aid Standard Specifications and leading the preconstruction conference after award of contract

The CONSULTANT and the Contractor performing project construction for the same construction project cannot have the same parent company or any corporate association.

The CONSULTANT'S personnel assigned to the project must have prior construction experience in the areas of work which they are to perform. Key personnel, as defined below shall not be replaced on the project without STATE AID approval. The CONSULTANT shall maintain a good working relationship with the Contractor and any person employed by the CONSULTANT or by Sub-Consultant who, in the opinion of the State Aid District Engineer, does not perform his work in a proper and skillful manner or is intemperate or disorderly, shall at the written request of the State Aid District Engineer be removed immediately by the CONSULTANT or sub-consultant employing such person and shall not be employed again in any rotation of the work without approval of the State Aid District Engineer

The CONSULTANT shall have the necessary personnel available to work whatever schedule the contractor works

The following positions are defined as "key personnel". The CONSULTANT may identify additional positions as "key" as well

- Project Engineer
- Survey Party Chief
- Project Inspector

The Project Engineer listed above shall be registered in the State of Mississippi in Civil Engineering or an approved related field

The Project Engineer shall be available to begin work within one week of the execution of the construction contract.

The Survey Party Chief shall be experienced in the layout of major civil engineering projects, including structures, and shall supervise all staking. The Survey Party Chief shall also be experienced in the methods of measurement, recording and calculations necessary to determine final pay quantities. All survey work shall be performed under the general direction of the Project Engineer

The traffic control specialist assigned to this project shall be thoroughly familiar with the MUTCD and the State Aid Traffic Control Plan. The traffic control specialist shall be assigned to inspect the work of the CONTRACTOR involving the maintenance and protection of traffic requirements of the CONTRACT and

shall be subject to be on call 24 hours per day, seven (7) days a week. Nighttime and weekend inspection shall be made and documented by the traffic control specialist in accordance with STATE AID requirements. The State Aid District Engineer shall have a phone number where the CONSULTANT can be reached regarding emergency situations after hours and on weekends and holidays.

The CONSULTANT'S Project Engineer shall be assigned to the project full time or as otherwise authorized by the State Aid District Engineer. Construction inspection shall be provided to ensure that all work is performed in accordance with the plans and specifications, including the incorporation of tested materials in the construction.

The CONSULTANT will maintain separate and distinct records and files for the Project. The CONSULTANT will maintain all necessary inspection diaries, log books, survey staking records, material tests reports, and all needed documentation to justify all pay requests, all according to State Aid Standards. State Aid Standards include, but are not limited to 2004 Standard Specifications for State Aid Road and Bridge Construction, Testing and Administrative SOPS and other documents that are referred to in the CONTRACT.

The CONSULTANT shall provide sufficient trained personnel to adequately and competently perform the requirements of this CONTRACT.

Part 2 CONSTRUCTION STAKING

The CONSULTANT shall insure the setting of all stakes, including centerline stakes, rights-of-way stakes, slope stakes, grade stakes (blue tops), stakes for structures (location and grade), channel changes, material pit boundaries, and any other stakes necessary to control the work.

Part 3 CONSTRUCTION INSPECTION

The CONSULTANT is responsible for inspecting the work of the CONTRACTOR to ensure compliance with the project specifications on all contract items. The CONSULTANT will not be permitted to change inspection personnel without approval of the State Aid District Engineer.

Requests for inspection of prefabricated items or review and approval of shop drawings will be submitted to the CONSULTANT. STATE AID shall review and approve all shop drawings.

Part 4 MATERIALS TESTING

The CONSULTANT is responsible for all field sampling and job control acceptance testing. Material testing may be accomplished by using CONSULTANT'S own forces and equipment or by subcontracting the work to an outside laboratory. Any laboratory used by the CONSULTANT for field sampling and job control acceptance testing shall meet the approval of the STATE AID. Job control sampling and testing and payment, therefore shall follow STATE AID SOP.

At the end of the project construction, the CONSULTANT shall submit the following signed certification

This is to certify that

The results of the tests on acceptance samples indicate that the materials incorporated in the construction work and the construction operations controlled by sampling and testing were in reasonably close conformity with the approved plans and specifications and such results compare favorably with the results of the independent assurance sampling and testing

Part 5

DOCUMENTATION

The CONSULTANT will prepare monthly pay estimates for the Contractor and submit to the State Aid District Engineer for further processing. These estimates will be prepared in accordance with the instructions contained in the CONTRACT

The CONSULTANT shall compile and submit, in accordance with the State Aid Construction SOP, all reports, monthly and final estimates, records, as-built plans showing all changes from project plans and other pertinent data that may be required for proper completion of records of the Project. All Project information relative to the execution of the Project and all records shall be kept in accordance with the State Aid Construction SOP. A copy of the diary will be submitted to the State Aid District Engineer on a monthly basis.

The CONSULTANT will initiate all contractor change orders, supplemental agreements and force account work requests, including written justification and cost analysis for same in accordance with the STATE AID SOP. These are to be delivered to the State Aid District Engineer.

The State Aid District Engineer will be available, on request, to assist the CONSULTANT with the preparation of change orders, monthly estimates, etc. This will be considered an informational service only to explain the paper work flow. The CONSULTANT will be expected to follow up in an expeditious manner to avoid any delay. Timely submittal of documentation (i.e. mix design submittal, claims, etc.), correspondence, conduct meetings and transmittal of response to the Contractor required to meet any time constraints of the project will be the responsibility of the CONSULTANT.

At the end of the project construction, the Project Engineer shall submit a signed certification that all work was done in substantial conformance with the plans and specifications and that all payments were made for work performed at bid prices agreed to in the construction contract. In addition, a set of final plans of completed work shall be submitted to the STATE AID showing in green ink any changes made during construction. The final plans shall be signed by the Project Engineer.

The CONSULTANT will submit the final estimate prepared in accordance with the STATE AID SOP, and other required documents to STATE AID within fifteen (15) days after the Contract Acceptance has been assigned by the State Aid District Engineer

APPENDIX C

SPECIFIC WORK REQUIRED FOR PART 3 - FIELD SURVEYS

Item 1 Centerline Survey and Vertical Control

- a Contact the Land Owners and obtain permission prior to entering upon the property for survey purposes
- b Stake centerline with treated stakes at 100 foot intervals in preparation for centerline inspection
- c Reference centerline All P C 's, P L's, P T 's and tangents longer than 1000 feet.
- d Perform complete topographic survey along proposed centerline
- e Establish vertical control utilizing approved bench marks
- f Establish benches along centerline on 800-1000 foot intervals, outside limits of construction.

Item 2 Utilities Drainage Surveys and Apparent Property Lines

- a Locate utilities (above and below ground), horizontal and vertical, and determine ownership
- b Locate Drainage Channels (1) Traverse minor channels 200 feet either way from centerline or as necessary to accommodate channel change with cross sections at 200 foot intervals normal to channel, (2) Traverse major channels 500 feet either way from centerline with cross sections at 200 foot intervals normal to channel
- c Establish pluses on apparent property lines, locate with angular ties, and determine apparent ownership from tax rolls

Item 3 Cross Sections and Profiles

- a Cross sections are to be taken at 100 foot intervals and other abrupt breaks in the centerline ground elevation For a distance adequate to accommodate construction limits

In those limits established during the hub line field review, the sections are to be taken for a distance that will be adequate to accommodate the construction limits
- b Prepare Plan and Profile Sheets of the above

Item 4 Local Roads Surveys (1000 feet min. Lt. & Rt. of Mainline CL)

- a. Provide complete topographic survey and cross sections
- b. Establish plus and angle on apparent property lines and determine apparent ownership

Item 5 Notes and Drawings

- a. Prepare plan and profile sheets on proposed centerline and local roads with all topography shown
- b. List all utilities, apparent owners and addresses on plan sheet No 3
- c. Equate to existing projects at specified locations, show ties to section corner or sectional subdivision corners as necessary to verify property ownership

The above items will include the following requirements of STATE AID

1. Transit Notes - Bearings shall be obtained from solar observation/Global Positioning System and shall be recorded on all tangents
2. Topographic Notes - All topography is to be plotted on plan and profile sheets in ink.
3. Level Notes –
 - a. Cross sections are to be taken at 100 foot intervals and other abrupt breaks in the centerline ground elevation. The sections shall be taken for a distance shown above. In those limits established during the hub line field review, the sections are to be taken for a distance that will be adequate to accommodate the construction limits
 - b. Bench mark ties shall be to 0.05 feet and adjusted to zero closure and shall be referenced in accordance with the Design Manual of the MDOT. Bench marks shall be established for 800-1000 foot intervals
4. Drainage –
 - a. The plus of all drainage areas is to be indicated. Flow line elevations are to be taken at existing structures with other survey information as specified in the MDOT Roadway Design Manual
 - b. Areas to be calculated by methods approved by STATE AID
 - c. Channel traverses shall be for a minimum distance of 200 feet up and down the channel or until it is apparent that a proper tie can be made if a channel change is necessary
 - d. Wetlands - If, a 404 Permit is required for U S Corps of Engineers, wetlands shall be shown on plan-profile sheets. The elevation of O H W shall be indicated at all stream crossings or water bodies

5 Right-of-Way Documents –

- a. A right-of-way property map at an appropriate scale shall be prepared based on property lines and corners encountered during the survey, as well as ownership for the entire project, which is to include any local road connections. The apparent property lines and apparent ownership shall be shown on the plans and profile sheets with the angle and plus based on field information.
- b. Section lines and corner ties, either the $\frac{1}{4}$ or $\frac{1}{2}$ section line or corner, shall be referenced at the B O P and E O P with intermediate control established.
- c. CONSULTANT shall be responsible for contacting property owners for permission to make the survey prior to entering property.

6 Utilities - All utilities within and adjacent to the project limits are to be listed on the index and general note sheet with their locations shown on the plan and profile sheets. For high-pressure gas transmission lines a traverse and profile of the pipe shown for a distance of 200 feet from the centerline. Overhead transmission lines shall be indicated and their height referenced.

7 Local Roads - A complete survey of any local roads including traverse and cross sections as necessary.

- 1 Existing Highway - A control tie to existing MS Highway 50 shall be made. Necessary permits shall be secured from the Mississippi Department of Transportation, if applicable.

8 Reference Point Control - Each reference point for assembly, P T 's, P C 's and P.I 's shall include a point 200 feet from the centerline of the survey and an additional point 50 feet (more or less) farther and shall be designated by a 2 inch x 2 inch treated hardwood hub with a 1 inch x 4 foot flagged guard stake indicating its location. All stakes and hubs shall be treated and shall be placed on the tangent sections when the distance is farther than 1000 feet between reference points.

EXHIBIT 2A

PROJECT DESCRIPTION

In 2013, Yokohama Tire Corporation of Mississippi announced the investment of Three Hundred Million Dollars for construction of a 1,000,000 square foot manufacturing building that would employ 500 workers in the first phase. Additional phases are planned to increase the plant investment to a total of One Billion Two Hundred Million Dollars and expand employment to 2,000 jobs.

The existing Clay County roads leading to the Yokohama Tire construction site were not built to accommodate the repetitive heavy loads required to haul material to the construction site. As a result the county roads experience significant damage. The roads need to be improved to accommodate traffic to the Yokohama construction site.

Yokohama Boulevard has been completed and serves as the primary Yokohama Tire plant access route for heavy materials trucked to and from plant site. Repair is ready to commence to the damaged Clay County roads. The two roads to be repaired are Barton Ferry and Eshman Avenue. Barton Ferry provides access for traffic from MS Highway 50 to the tire plant site and Eshman Avenue provides access from the City of West Point to the newly constructed Yokohama Boulevard. The length of Barton Ferry is approximately 1.85 miles and extends from MS Highway 50 to Yokohama Boulevard. Eshman Avenue is approximately 1.65 miles in length and extends from Industrial Road to Hazelwood Road. The roadway improvements will follow the existing alignment of both roads and will not require additional right of way. As a result an environmental categorical exclusion is anticipated.

The roadways will consist of 2-ten foot lanes with two foot shoulders. The project will consist of reclamation of the existing base and sub-base, soil cement, and hot mix asphalt paving of the roadway to restore the geometry, alignment, and cross slopes of both Barton Ferry and Eshman Avenue.

The proposed Industrial Access Roads are to be designed and constructed in accordance to the current edition of the Mississippi Standard Specifications for State Aid Road and Bridge Construction.

**EXHIBIT 2B
PROJECT COST ESTIMATE**

**PRELIMINARY COST ESTIMATE
BARTON FERRY ROAD
FROM HIGHWAY 50 TO YOKOHAMA BOULEVARD
1.85 MILES
ESPAN AVENUE
FROM INDUSTRIAL ROAD TO HAZELWOOD ROAD
1.65 MILES
CSE# 24432**

ITEM NO	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	MOBILIZATION	1.00	LS	\$ 60,000.00	\$ 60,000
2	GRANULAR MATERIAL (LVM)(CL 3 GP "B")	8,120.00	CU YD	\$ 15.00	\$ 121,800
3	STABILIZER AGGREGATE, FINE	1,800.00	CU YD	\$ 30.00	\$ 54,000
4	HOT MIX ASPHALT MT 19mm	8,900.00	TON	\$ 94.00	\$ 836,600
5	HOT MIX ASPHALT MT 9.5mm	2,200.00	TON	\$ 94.00	\$ 206,800
6	MAINTENANCE OF TRAFFIC	1.00	L.S.	\$ 15,000.00	\$ 15,000
7	ADDITIONAL CONSTRUCTION SIGNS	0.00	SQ FT	\$ 10.00	\$
8	5" THERMOPLASTIC EDGE STRIPE(CONT WHITE)(60 mil)	6.80	MILE	\$ 1,000.00	\$ 6,800
9	6" THERMOPLASTIC TRAFFIC STRIPE (BKIP YELLOW)(90 mil)	2.00	MILE	\$ 600.00	\$ 1,200
10	6" THERMOPLASTIC TRAFFIC STRIPE(CONT YELLOW)(90 mil)	12,000.00	LF	\$ 0.50	\$ 6,000
11	THERMOPLASTIC LEGEND(WHITE)(120 mil)	330.00	LF	\$ 1.10	\$ 363
12	TWO-WAY YELLOW REFLECTIVE HIGH PERF RAISED MARKERS	430.00	EACH	\$ 5.00	\$ 2,150
13	REFL. TRAFFIC WARNING SIGN (ENCAP LENS)	20.00	EACH	\$ 100.00	\$ 2,000
14	REFL. TRAFFIC REGULATORY SIGN (ENCAP LENS)	10.00	EACH	\$ 100.00	\$ 1,000
15	REFL. OBJECT MARKER SIGN (ENCAP LENS)	8.00	EACH	\$ 100.00	\$ 800
16	ADVANCED WARNING SIGNS	2.00	EACH	\$ 150.00	\$ 300
17	ROADBED RECLAMATION	54,000.00	SQ YD	\$ 6.00	\$ 324,000
18	AGRICULTURAL LIMESTONE	14.00	TON	\$ 100.00	\$ 1,400
19	COMMERCIAL FERTILIZER (13-13-13)	10.50	TON	\$ 500.00	\$ 5,250
20	AMMONIUM NITRATE	7.00	TON	\$ 600.00	\$ 4,200
21	SEEDING	14.00	ARCE	\$ 750.00	\$ 10,500
22	VEGETATIVE MATERIALS FOR MULCH	28.00	TON	\$ 250.00	\$ 7,000
23	SOLID SODDING	50.00	SQ YD	\$ 6.00	\$ 300
24	WATTLES, 20"	36.00	LF	\$ 5.00	\$ 180
25	TEMPORARY SILT FENCE (TYPE I OR II)(BOS 80-100)	600.00	LF	\$ 5.00	\$ 3,000
26	LOOSE RIP RAP (200 LB.)	100.00	TON	\$ 40.00	\$ 4,000
CONSTRUCTION COST					\$ 1,674,643
ENGINEERING					\$ 250,001
TESTING					\$ 41,866
CONTINGENCIES					\$ 33,490
PROJECT TOTAL					\$ 2,000,000

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EXHIBIT 3

FEES and EXPENSES

The Mississippi Development Authority will pay the CONSULTANT for engineering charges in accordance with the compensation set forth in Article VI, and the total compensation paid shall not exceed the attached ECONOMIC DEVELOPMENT HIGHWAY ENGINEER FEE SCHEDULE dated May 1, 1996 set out in Exhibit 3A or the percentages established as follows

PHASE A Design Engineering

The CONSULTANT shall be entitled to compensation and submit invoices as follows

- 15% when preliminary plans are submitted
- 15% when office review plans are submitted
- 10% after project is let to contract and the award is concurred in by STATE AID and MDA

The total reimbursement for Design Engineering shall not exceed forty (40) percent of the total fee for engineering services based on the construction contract amount.

PHASE B Construction Engineering

The CONSULTANT shall be entitled to submit monthly invoices for construction engineering services based on the amount of work completed by the contractor during the period. Five (5) percent of the construction engineering fee will be retained until the project has been accepted and the final estimate approved

Example

The contractor has completed twenty-five (25%) of the work and the engineering fee is twelve (12%) of the construction cost. The amount due is $(0.25 \times 0.60 \times 0.12 \times \text{the contract price})$ less any previous payment. Five percent (5%) of the amount due will be withheld as noted above

**ECONOMIC DEVELOPMENT HIGHWAY PROGRAM
ENGINEER FEE SCHEDULE
Exhibit 3A**

CONSTRUCTION CONTRACT AMOUNT	FEE
\$500,000	15.0715
\$1,000,000	15.0000
\$1,500,000	14.9286
\$2,000,000	14.8572
\$2,500,000	14.7858
\$3,000,000	14.7143
\$3,500,000	14.6429
\$4,000,000	14.5715
\$4,500,000	14.5000
\$5,000,000	14.4286
\$5,500,000	14.3572
\$6,000,000	14.2857
\$6,500,000	14.2143
\$7,000,000	14.1429
\$7,500,000	14.0715
\$8,000,000	14.0000
\$8,500,000	13.9286
\$9,000,000	13.8572
\$9,500,000	13.7857
\$10,000,000	13.7143
\$10,500,000	13.6429
\$11,000,000	13.5714
\$11,500,000	13.5000
\$12,000,000	13.4286
\$12,500,000	13.3572
\$13,000,000	12.2857
\$13,500,000	13.2143
\$14,000,000	13.1429
\$14,500,000	13.0714
\$15,000,000	13.0000

*FEE - The engineering fee as a percent of construction contract amount

EXHIBIT 4

MISSISSIPPI DEVELOPMENT AUTHORITY COMMITMENT LETTER

Attach a copy of the approval letter or commitment letter from the Mississippi Development Authority

ON FOLLOWING PAGE



STATE OF MISSISSIPPI
PHIL BRYANT GOVERNOR
MISSISSIPPI DEVELOPMENT AUTHORITY

May 4, 2015

Mr Lynn Horton
COO and Vice President
P O Box 815
West Point, MS 39773

Dear Mr. Horton.

Reference. Economic Development Highway – Yokohama Tire Corporation
HA-069

The Mississippi Development Authority has approved the application on the above referenced project. We have committed \$2,000,000.00 of Economic Development Highway Funds for road improvements to Barton Ferry Road and Eshman Avenue. In the near future we will forward to you a Memorandum of Understanding establishing the terms and conditions of the grant.

We want to encourage business growth in Mississippi and look forward to working with the City of Hattiesburg on this and other projects.

Sincerely,


Chuck Mobley
Bureau Manager

cc: Carey Webb

POST OFFICE BOX 849 JACKSON, MISSISSIPPI 39205-0849
TELEPHONE (601) 359-3449 FAX (601) 359-2872 www.mississippi.org

EXHIBIT 5

NOTICE TO CONTRACTORS, FEDERAL AID CONTRACT-
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964
COPELAND ANTI-KICKBACK ACT
DAVIS BACON ACT
CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
CLEAN AIR ACT
ENERGY POLICY AND CONSERVATION ACT
DISADVANTAGED BUSINESS ENTERPRISES ACT
WORKER VISIBILITY

During the performance of this CONTRACT, the CONSULTANT, for itself, its assignees and successor-in-interest (hereinafter referred to as the "CONSULTANT") agrees as follows

1 Compliance with Regulations The CONSULTANT will comply with the Regulations of the Office of State Aid Road Construction, and the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the U S Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this CONTRACT

2. Nondiscrimination The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of subcontractors including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when this CONTRACT covers a program set forth in Appendix B of the Regulations. In addition, the CONSULTANT will not participate directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b)

3 Solicitations for Subcontracts, Including Procurement of Materials and Equipment In all Solicitations, either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this CONTRACT and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability

4 Anti-Kickback Provisions All contracts and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. § 874), as supplemented by Department of Labor regulations (29 C.F.R. part 3) This Act provides that each consultant or subconsultant shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which one is otherwise entitled. The CONSULTANT shall report all suspected or reported violations to STATE AID

5 Davis Bacon Act When required by federal program legislation, all construction contracts awarded to contractors and subcontracts in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 276a to a-7) and as supplemented by Department of Labor Regulations (29 C.F.R. Part 5) Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the

33

12-06-2011

Department of Labor in each solicitation and the award of a contract shall be conditioned upon acceptance of the wage determination. The recipient shall report all suspected or reported violations to STATE AID

6 **Contract Work Hours and Safety Standards Act** Where applicable, all contracts awarded by contractors and subcontractors in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. § 327-330), as supplemented by Department of Labor Regulations (29 C.F.R. part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7 **Clean Air Act** Compliance with all applicable standard, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C., 1368), Executive Order 11738 and Environment Protection Agency regulations (40 C.F.R. Part 15) (Contracts and subcontracts in amounts in excess of \$100,000)

8 **Energy Policy and Conservation Act** Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163)

9 **Worker Visibility** All workers within the right-of-way of a Federal aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel – personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2004 publication entitled “American National Standard for High Visibility Safety Apparel and Headwear” – for compliance with 23 C.F.R., Part 634

Neither the CONSULTANT, nor any sub-recipient or sub-consultant shall discriminate on the bases of race, color, national origin or sex in the performance of this CONTRACT. The CONSULTANT shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the CONSULTANT to carry out those requirements is a material breach of this CONTRACT which may result in the termination of this CONTRACT or such other remedies as STATE AID deems appropriate.

EXHIBIT 6

CERTIFICATION REGARDING DEBARMENT,
SUSPENSION AND OTHER RESPONSIBILITY MATTERS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - Certification in accordance with Section 29.510 Appendix A, C.F.R./Vol 53, No 102, page 19210 and 19211

- (1) CONSULTANT certifies to the best of its knowledge and belief that it and its principals
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency
 - b. have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or CONTRACT under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property,
 - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification and
 - d. have not within a three-year period preceding this contract had one or more public transactions (federal, state or local) terminated for cause or default.
 - e. has not either directly or indirectly entered into any CONTRACT participated in any collusion, or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT

- (2) The Consultant further certifies, to the best of his/her knowledge and belief, that
 - a. No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal CONTRACT, grant, loan, or cooperative agreement
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in

accordance with its instructions will be completed and submitted

- (3) The undersigned further certifies that he/she is the duly authorized representative of the CONSULTANT and that neither he/she, nor any principal, officer, shareholder or employee of the above firm has
 - (a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this CONTRACT,
 - (b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the services of any firm or person in connection with carrying out the CONTRACT, or
 - (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the CONTRACT, except as herein expressly stated (if any)

The undersigned acknowledges that this certificate may be furnished to the Department of Transportation and the Federal Highway Administration, United States Department of Transportation, in connection with any CONTRACT involving participation of Federal Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil

The certification contained in (1), (2), and (3) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U S Code prior to entering into this CONTRACT Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 The Consultant shall include the language of the certification in all subcontracts exceeding \$100,000 and all sub-contractors shall certify and disclose accordingly

So CERTIFIED on this the 4th day of June, 2015

Robert L. Calvert
CONSULTANT

So Sworn before me this the 4 day of June, 2015

Brandin Provias
NOTARY PUBLIC

My Commission Expires



EXHIBIT 7

CERTIFICATION OF THE BOARD OF SUPERVISORS OF CLAY COUNTY

I hereby certify that I am the Chancery Clerk and have been duly authorized by the Board of Supervisors Clay County to execute this certification and that the above CONSULTANT nor any of its representatives has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this CONTRACT to

- (a) Employ or retain, or agree to employ or retain, firm or person, or
- (b) Pays, or agrees to pay, to any firm, person organization, any fee, contribution, donation, or consideration of any kind except as here expressly stated (if any)

BOARD OF SUPERVISORS CLAY COUNTY,
MISSISSIPPI

BY: *[Handwritten Signature]*

So Sworn before me this the 4 day of June, 2013

[Handwritten Signature]
Notary Public

My Commission Expires:

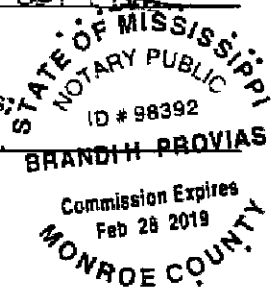
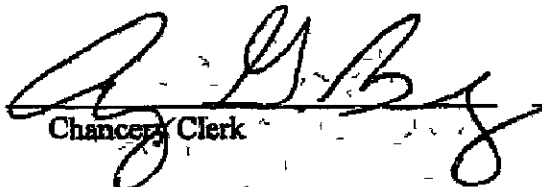


EXHIBIT 8
CERTIFICATION OF THE BOARD OF SUPERVISORS OF CLAY COUNTY
IS IN COMPLIANCE WITH THE MISSISSIPPI EMPLOYMENT PROTECTION ACT


Effective July 1, 2008, the Mississippi Employment Protection Act imposed new requirements for all state agencies, departments, and political subdivisions. All employers who have contacts with the State of Mississippi, or with its departments, agencies, and/or with political subdivisions are mandated to enroll and participate in the E-Verify Program to check employment eligibility of all newly hired workers.

I hereby certify that I am the Chancery Clerk of Clay County and have been duly authorized by the BOARD OF SUPERVISORS of Clay County to execute this certification and that the BOARD OF SUPERVISORS of Clay County hereby acknowledges it's compliance with the Mississippi Employment Protection Act.

BOARD OF SUPERVISORS CLAY COUNTY,
MISSISSIPPI

BY 
Chancery Clerk

So Sworn before me this the 4 day of June, 15


Notary Public

My Commission Expires



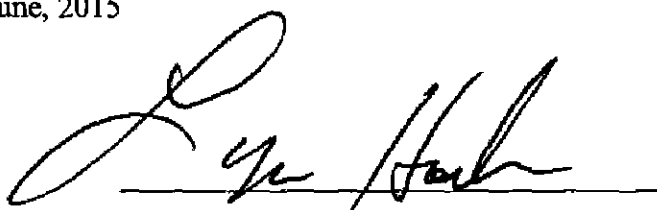
NO _____

**IN THE MATTER OF AUTHORIZING AND APPROVING TO DESIGNATE CERTAIN
EMPLOYEES TO SIGN DOCUMENTS ASSOCIATED WITH THE CDBG SILOAM
WATER ASSOCIATION GRANT, PR # 1131-14-013 PF01**

There came on this day for consideration the matter of authorizing and approving to designate certain employees to sign documents associated with the CDBG Siloam Water Association Grant, PR# 1131-14-013 PF01

After motion by Luke Lummus and second by Shelton Deanes this Board doth vote unanimously to authorize and approve the designation as attached hereto as Exhibit A

SO ORDERED this the 4th day of June, 2015

A handwritten signature in black ink, appearing to read 'L. Lummus', is written over a horizontal line.

President



Clay County Board of Supervisors

P O Box 815
West Point, Mississippi 39773
Phone (662) 494-3313
Fax (662) 492-4059
Website claycountymiss.com
E-mail tware@claycounty.ms.gov

District 1
Lynn D Horton
District 2
Luke Lummus
District 3
R.B Davis Vice President
District 4
Shelton Deanes
District 5
Floyd McKee President

June 4, 2015


Ms Sara Doss, Bureau Manager
Community Services Division
Mississippi Development Authority
Post Office Box 849
Jackson, MS 39205

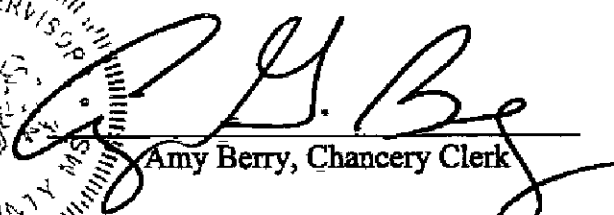
RE Clay County – Siloam Water Association
CDBG Project Number 1131-14-013-PF-01

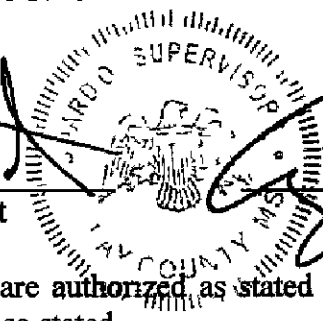
Dear Ms Doss

This letter is to inform your office of the authorized signature for our CDBG Project Number 1131-14-013-PF-01 Lynn Horton, President and Amy Berry, Chancery Clerk have the authority to sign cash request forms and other project related reports and documents related to this project Thank you for your time and attention to this matter

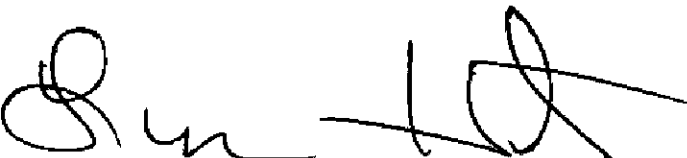
AUTHORIZED SIGNATURES


Lynn Horton, President


Amy Berry, Chancery Clerk



I certify that the above persons are authorized as stated above and that the signatures are the original signatures of the persons so stated


Lynn Horton, President

RESOLUTION

AUTHORIZING THE CLAY COUNTY BOARD OF SUPERVISORS TO

COMMIT LOCAL MATCHING FUNDS FOR

**A MISSISSIPPI SMALL MUNICIPALITIES AND LIMITED POPULATION COUNTIES
GRANT**

FOR DOWNTOWN PARKING LOT IMPROVEMENTS

WHEREAS, the State of Mississippi has funds available under the Mississippi Small Municipality and Limited Population Counties Grant Program, and

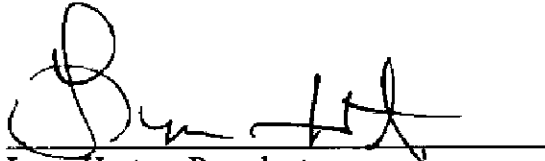
WHEREAS, the Clay County Board of Supervisors has a specific community development need for downtown parking lot improvements which can be corrected or alleviated by using grant funds under the Mississippi Small Municipality and Limited Population Counties Grant Program, and

WHEREAS, the Clay County Board of Supervisors is submitting an application to the Mississippi Development Authority for a Mississippi Small Municipalities and Limited Population Counties Grant for construction of a downtown parking lot

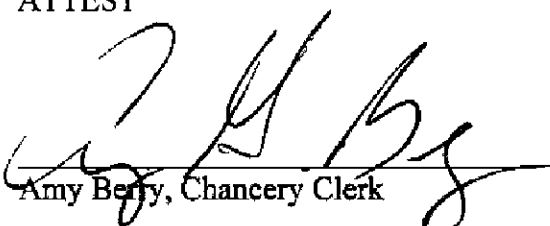
NOW, THEREFORE, BE IT RESOLVED that the Clay County Board of Supervisors commits at least twenty percent (20%) of the Small Municipality Limited Population Counties Grant funds in the form of cash to the total project, contingent upon approval of said project by the Mississippi Development Authority

SO BE IT RESOLVED on this, the 4th day of June 2015, by the Clay County Board of Supervisors, Mississippi in a regular Board Meeting Session

CLAY COUNTY BOARD OF SUPERVISORS


Lynn Horton, President

ATTEST


Amy Berry, Chancery Clerk

(SEAL)

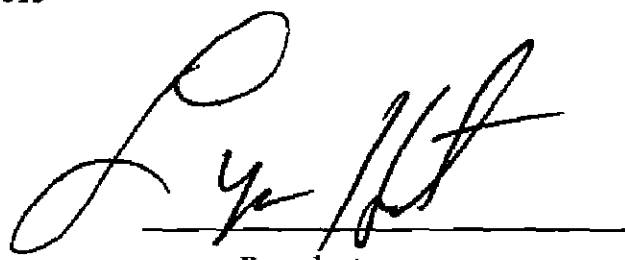
NO _____

**IN THE MATTER OF AUTHORIZING AND APPROVING THE REQUEST FOR CASH
NO 1 FOR CDBG SILOAM WATER ASSOCIATION PROJECT**

There came on this day for consideration the matter of authorizing and approving the request for cash no 1 for CDBG Siloam Water Association Grant.

After motion by Shelton Deanes and second by R B Davis this Board doth vote unanimously to authorize and approve request and disburse upon receipt the said request for cash no 1 as attached hereto as Exhibit A

SO ORDERED this the 4th day of June, 2015



President

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

Program: **Community Development Block Grant Program**

Section A. General Information		Section B. Project Information		
Recipient	Clay County Board of Supervisors	Grant No.	Contract No.	Project No.
Mailing Address	Post Office Box 815		1131 14-013-PF 01	
Street Address	205 Court Street	Services Rendered		Request No.
City State Zip	West Point, MS 39773	From	To	1
Telephone No	(662) 494 3124	May 1 2015	Thru	MDA Staff Initials
			May 31 2015	

Section C: Request Per Activity					
Activity Description	Budget Amount	Total Prior Request to Date	This Request	Remaining Balance	Activity Numbers
1 Administration	\$ 40,000 00	\$	\$ 5,000 00	\$ 35,000 00	14189
2 Public Facilities	\$ 388,700 00	\$	\$ 21,288 00	\$ 365,434 00	14168
3				\$	
4				\$	
5				\$	
6				\$	
7				\$	
8				\$	
Total	\$ 428,700 00	\$	\$ 26,288 00	\$ 400,434 00	

Required Accomplishment Narrative (Please provide a brief update on this project.)

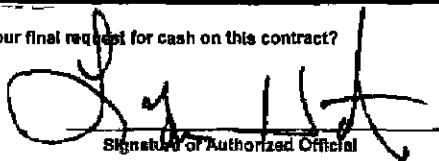
Environmental review is complete design of plans and specifications is complete project is ready to be bid

I Herby Certify That (a) the services covered by this request have not been received from the Federal Government/State Government or expended for such services under any other contract agreement or grant, (b) the amount requested will be expended for allowable costs / expenditures under the terms of the contract agreement or grant (c) the amount requested herein does not exceed the total funds obligated by contract, and (d) the funds are requested for only immediate disbursements.

I Herby Certify That the goods sold and/or services rendered have been delivered and/or performed in good order within the time listed above and are in compliance with all statutory requirements and regulations. I certify that this request does not include any advances or funds for future obligations

Is this your final request for cash on this contract?

YES _____ NO X


Signature of Authorized Official

6/4/2015
Date Signed

Phylis w Benson, GTPDD
Prepared By

6/3/2015
Date Prepared

Typed Name and Title of Authorized Official

Preparer's Telephone No

To be completed by MDA Authorized Official

APPROVED BY _____
Signature Authorized MDA Representative

DATE _____

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



**Mississippi Development Authority
Consolidated Support Sheet**

Program
 Recipient **Clay County Board of Supervisors** Contract Number **1131 14-013-PF-01**
 Request for Cash Number **1** Total Amount Requested **\$26,266 00**

IDIS #	Line Items	Vendor	Invoice #	Total Invoice	Amount of This Request	Match	Amount Budgeted	Amount Requested to Date	Balance
	General Administration						\$36,000.00		\$36,000.00
	Application Preparation (CDBG C)	GTPDD		\$5,000.00	\$5,000.00	\$0.00	\$5,000.00	\$5,000.00	\$0.00
	Total Administration			\$5,000.00	\$5,000.00	\$0.00	\$40,000.00	\$5,000.00	\$35,000.00
	Engineering / Architectural	Calvert-Spredding Engineers	5547	\$21,266.00	\$21,266.00	\$0.00	\$85,500.00	\$21,266.00	\$44,234.00
	Total Engineering / Architectural			\$21,266.00	\$21,266.00	\$0.00	\$85,500.00	\$21,266.00	\$44,234.00
	Contingencies						\$26,000.00		\$26,000.00
	Total Contingencies			\$0.00	\$0.00	\$0.00	\$26,000.00	\$0.00	\$26,000.00
	Construction						\$295,200.00		\$295,200.00
	Total Construction			\$0.00	\$0.00	\$0.00	\$295,200.00	\$0.00	\$295,200.00
GRAND TOTAL				\$26,266.00	\$26,266.00	\$0.00	\$426,700.00	\$26,266.00	\$400,434.00

567

Services Rendered - Beginning	_____	May 1, 2015	Thru	_____	May 31, 2015
Cumulative	\$26,266.00	Plus (+)	\$0.00	Equals (=)	\$26,266.00
	Program Expenditures		Matching Expenditures		Total Expenditures

I hereby certify that (a) the services covered by this request have not been received from the Federal / State Government or expended for such services under any other contract agreement or grant, (b) the amount requested will be expended for allowable costs / expenditures under the terms of the contract agreement or grant, (c) the amount requested herein does not exceed the total funds obligated by contract, and (d) the funds are requested for only immediate disbursements.

I hereby certify that the goods sold and/or services rendered have been delivered and/or performed in good order within the time listed above and are in compliance with all statutory requirements and regulations. I certify that this request does not include any advances or funds for future obligations.



 Signature of Authorized Official

6/4/2015

 Date Signed

Phylis W Benson, GTPDD

 Prepared By

Lynn Horton, President, Clay County Board of Supervisors

 Typed Name and Title of Authorized Official

(662) 320-2007

 Preparer's Telephone No



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

Siloam Water Association
P O Box 224
West Point MS 39773

Invoice number 5547
Date 06/01/2015

Project 213-004 SILOAM WATER - WELL
REPLACEMENT

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
01 Design	30 380 00	70 00	0 00	21 266 00	21 266 00
02 Bid	4 340 00	0 00	0 00	0 00	0 00
03 Construction	6 510 00	0 00	0 00	0 00	0 00
04 As Builts	2 170 00	0 00	0 00	0 00	0 00
40 Inspection	22 100 00	0 00	0 00	0 00	0 00
Total	65 500 00	32 47	0 00	21 266 00	21 266 00

Invoice total 21 266 00

Approved by



Stanley J Spradling



**GOLDEN TRIANGLE
Planning and Development District, Inc.**

Post Office Box 828 • Starkville, MS 39760-0828 • Telephone (662) 324 7860 • Fax (662) 324-1911

Robert E Boykin
President

R B Davis
Vice President

Jimmie Oliver
Secretary / Treasurer

Rupert L "Rudy" Johnson
Executive Director

Clay County BOS
P O Box 815
West Point, MS 39773

Date June 4, 2015
Invoice 3471
Code 33267-40300

Attn Clerk

CDBG PROJECT SILOAM WATER ASSOCIATION

Contact Phyllis Benson

Application Preparation \$ 5,000 00

BALANCE DUE \$ 5,000 00

Make Check Payable to

GOLDEN TRIANGLE PLANNING AND DEVELOPMENT DISTRICT, INC

file g/bills/33267

CHOCTAW

CLAY

LOWNDES

NOXUBEE

OKTIBBEHA

WEBSTER

WINSTON

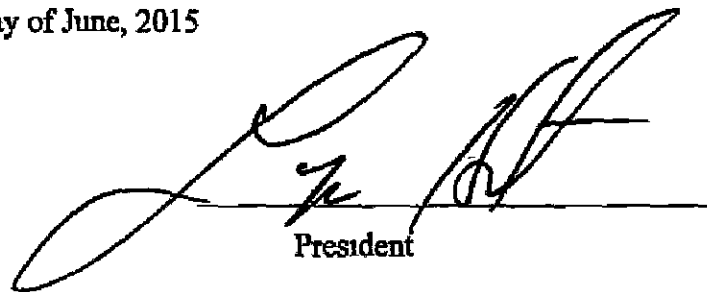
NO. _____

**IN THE MATTER OF AUTHORIZING AND APPROVING TO OPEN A SEPARATE
DDA ACCOUNT FOR THE CDBG SILOAM WATER ASSOCIATION GRANT
PROCEEDS**

There came on this day for consideration the matter of authorizing and approving to open a separate DDA Account for the CDBG Siloam Water Association Grant Proceeds

After motion by R B Davis and second by Luke Lummus this Board doth vote unanimously to authorize to open a separate DDA Account for the CDBG Siloam Water Association Grant.

SO ORDERED this the 4th day of June, 2015



President

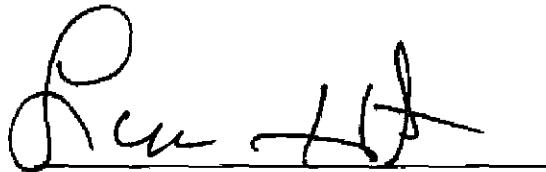
NO _____

IN THE MATTER OF AN INTER FUND LOAN

There came on this day for consideration the matter of an inter fund loan

After motion by Luke Lummus and second by R B Davis this Board doth vote unanimously to authorize to make an inter fund loan from fund no 001, General County Fund, to the new special fund to be set up for the CDBG Siloam Water Association Grant Fund

SO ORDERED this the 4th day of June, 2015



President

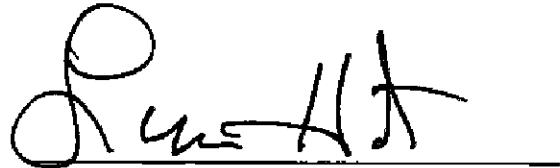
NO _____

**IN THE MATTER OF AUTHORIZING TO ADVERTISE FOR BIDS FOR
CONTRACTORS FOR THE CDBG SILOAM WATER ASSOCIATION GRANT**

There came on this day for consideration the matter of authorizing to advertise for bids for contractors for the CDBG Siloam Water Association Grant.

After motion by R. B Davis and second by Shelton Deanes this Board doth vote unanimously to authorize and approve to advertise for contractors to open sealed bids on July 9, 2015 at 9 00 a m

SO ORDERED this the 4th day of June, 2015

A handwritten signature in black ink, appearing to read "R. B. Davis", written over a horizontal line.

President

10 572

**SILOAM WATER DISTRICT, INC
CLAY COUNTY, MS
300 GPM DEEP WELL**

ADVERTISEMENT FOR BIDS

Sealed Bids for the construction of the **300 GPM Deep Well** will be received by the **Clay County Board of Supervisors (Sponsor)** and the **President and Members of the Board of the Siloam Water District, Inc , (Owner)** at the offices of **Clay County Board of Supervisors** located at **205 Court Street, West Point, MS 39773**, until **July 9, 2015 at 9 00 a m**, at which time the Bids received will be publicly opened and read. The Project consists of constructing **300 GPM Deep Well**.

Bids will be received for a single prime Contract. Bids shall be on a lump sum and/or unit price basis, with additive and/or deductive alternate bid items as indicated in the Bid Form.

The Issuing Office for the Bidding Documents is **Calvert-Spradling Engineers, Inc , 301 Highway 45 North Alternate, Suite 5, West Point, MS 39773**. Prospective Bidders may examine the Bidding Documents at the Issuing Office on Mondays through Fridays during regular business hours, and may obtain copies of the Bidding Documents from the Issuing Office as described below.

Printed copies of the Bidding Documents may be obtained from the Issuing Office, during the hours indicated above, upon payment of a non-refundable deposit of ~~\$150.00~~ for each set. Checks for Bidding Documents shall be payable to **Calvert-Spradling Engineers, Inc**. Upon request and receipt of the document deposit indicated above plus a non-refundable shipping charge, the Issuing Office will transmit the Bidding Documents via delivery service. The shipping charge amount will depend on the shipping method selected by the prospective Bidder. The date that the Bidding Documents are transmitted by the Issuing Office will be considered the Bidder's date of receipt of the Bidding Documents. Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than the Issuing Office.

The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (24 CFR 135). Section 3 regulations require that, to the greatest extent feasible, opportunities for contracting, subcontracting, training, and employment arising in connection with the CDBG Project will be extended to Section 3 Resident and Section Business Concerns. Section 3 Business Concerns are solicited to bid on this contract as prime contractors and are encouraged to make inquiries regarding potential subcontracting opportunities to Section 3 Business Concerns.

In order to comply with Federal Procurement Regulations (24 CFR 85), Minority and Woman Owned Business Enterprises are encouraged to submit a bid for this project. The successful bidder will take all necessary affirmative steps to assure that Minority and Woman Owned Business Enterprises are used when possible as subcontractors on this project.

Bid security shall be furnished in accordance with the Instructions to Bidders.

Sponsor **Clay County Board of Supervisors**
By **Lynn Horton**
Title **President**

Owner **Siloam Water District**
By **Ida Orr**
Title **President**
Date **June 3, 2015**
Publish **June 10, 2015 and June 17, 2015**
++ END OF ADVERTISEMENT FOR BIDS ++

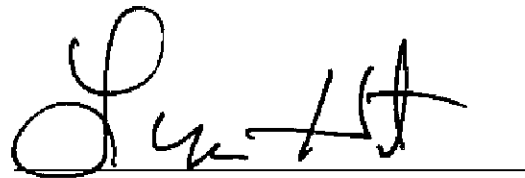
NO _____

IN THE MATTER OF AUTHORIZING AND APPROVING THE UNITED BLOOD SERVICES TO SET UP FOR THE ANNUAL BLOOD SERVICE DRIVE AT THE CLAY COUNTY COURTHOUSE

There came on this day for consideration the matter of authorizing and approving the United Blood Services to set up for the Annual Blood Service Drive at the Clay County Courthouse

After motion by R B Davis and second by Luke Lummus this Board doth vote unanimously to authorize and approve for the United Blood Service Drive at the Clay County Courthouse

SO ORDERED this the 4th day of June, 2015

A handwritten signature in black ink, appearing to read "L. Lummus", written over a horizontal line.

President

NO _____

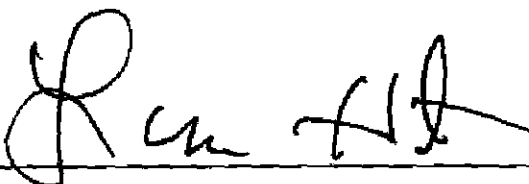
**IN THE MATTER OF AUTHORIZING PAYMENT FOR INVOICE RECEIVED FROM
THE GOLDEN TRIANGLE LINK**

There came on this day for consideration the matter of authorizing payment for invoices received from the Golden Triangle LINK.

It appears to this Board the invoice as attached hereto as Exhibit A was received from the GTR Link in the amount of \$3,041 89 for special support services as outlined in the contract between the County and the LINK.

After motion by Luke Lummas and second by Floyd McKee this Board doth vote unanimously to authorize and approve to pay the said invoice as attached hereto as Exhibit A to the LINK and for the Clerk to bill the City for its one-half portion.

SO ORDERED this the 4th day of June, 2015



President



Golden Triangle
Development

LINK

1102 Main Street
PO Box 1328
Columbus, MS 39703

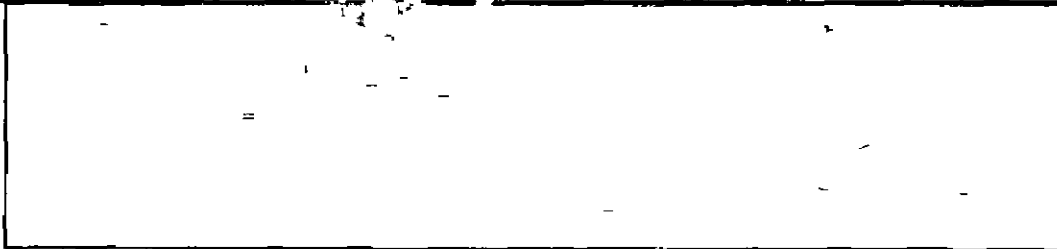
Invoice

Date	Invoice #
5/15/2015	22731

Bill To

Clay County Board of Supervisors
205 Court Street
West Point, MS 39773

Item Code	Description	Amount
Clay County Reimbursement	Jones Walker - attorney's fee invoice 757817	852.97
Clay County Reimbursement	Jones Walker- attorney's fee invoice 762161	399.00
Clay County Reimbursement	Jones Walker- attorney's fee invoice 736406	32.00
Clay County Reimbursement	Jones Walker- attorney's fee invoice 747781	106.67
Clay County Reimbursement	Headwater- Environmental assessment invoice 115824	1,651.25



Total	\$3,041.89
--------------	------------

HOLDEN TRIANGLE DEVELOPMENT LINK
OCTOBER 13, 2014
INVOICE NO 736406
FILE NUMBER 140681-00

PAGE 2

TOTAL FEES AND COSTS

\$288 00

577

Headwaters, Inc.

P O Box 2836
 Ridgeland MS 39158
 Tel 601-634-0097 Fax: 769-233-2563
 deanna@headwaters-inc.com
 www.headwaters-inc.com

Invoice

Mr Robert Calvert
 Calvert-Spradling, Inc
 PO Drawer 1078
 West Point, MS 39773

Invoice Date: May 4 2015
 Invoice Num: 115824
 Billing Through: Apr 30 2015

Prairie Bell Industrial Park (2015-0046) - Managed by (JWD)**Professional Services:**

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
4/1/2015	PGH	Phase I Environmental Site Assessment <i>Research and preparation of exhibits</i>	4.00	\$70.00	\$280.00
4/6/2015	CDD	Phase I Environmental Site Assessment <i>Draft the Phase I ESA report documentation</i>	2.00	\$80.00	\$160.00
4/6/2015	JWD	Phase I Environmental Site Assessment <i>Review of environmental documentation</i>	2.00	\$135.00	\$270.00
4/6/2015	PGH	Phase I Environmental Site Assessment <i>Conducted phone interviews and prepared agency correspondence</i>	1.00	\$70.00	\$70.00
4/7/2015	JWD	Phase I Environmental Site Assessment <i>Review and submittal of environmental documentation</i>	3.00	\$135.00	\$405.00
4/7/2015	PGH	Phase I Environmental Site Assessment <i>Prepared exhibits and reviewed report</i>	2.25	\$70.00	\$157.50
4/10/2015	PGH	Phase I Environmental Site Assessment <i>Printed, bound and mailed report to client</i>	2.00	\$70.00	\$140.00
4/30/2015	JWD	Endangered Species Survey <i>Coordination with USFWS. Submit additional information to Calvert-Spradling as a response to Prospect's question</i>	1.25	\$135.00	\$168.75

Total Service Amount \$1 651.25

Amount Due This Invoice: \$1 651.25

This invoice is due upon receipt

Approved By:



Robert L. Calvert, P E

*** Please Note Our New Address ***

JONES WALKER LLP
Alabama, Arizona, District of Columbia, Florida
Georgia, Louisiana, Mississippi, New York, Ohio, Texas

FED I D # 72-0445111

GOLDEN TRIANGLE DEVELOPMENT LINK
ATTN JOE MAX HIGGINS, JR
1102 MAIN STREET
P O. BOX 1328
COLUMBUS, MS 39703

OCTOBER 13, 2014
INVOICE NO 736406

RE GENERAL PROJECT ADVICE

FILE NO 140681-00

OR PROFESSIONAL SERVICES RENDERED

DATE	INIT	ACTION	HOURS
9/10/14	CSP	RESPOND TO J DEASON TO PROVIDE SAME WITH REVISIONS TO SECTION OF RFP RESPONSE RE FEE-IN-LIEU AGREEMENTS	30
		<i>1/3 Counties</i>	
9/18/14	CSP	TELEPHONE CONFERENCE WITH B. GUY RE ELECTION BY LOGISTA TO NOT ENGAGE IN ANY TYPE OF FURTHER DISPUTE WITH G FISHER RE GRAZING LEASE, RELATED TELEPHONE CONFERENCE WITH J HIGGINS	60
TOTAL HOURS			0 90
TOTAL FEES			\$288 00

-----TIME AND FEE SUMMARY-----

-----TIMEKEEPER-----	RATE	HOURS	FEES
CHRISTOPHER S PACE	320 00	90	288 00
TOTALS		90	288 00

TOTAL COSTS \$0 00

OLDEN TRIANGLE DEVELOPMENT LINK
MARCH 5, 2015
INVOICE NO 762161
FILE NUMBER 140681-00

PAGE 6

FILE NAME GENERAL PROJECT ADVICE

BILLING ATTY CHRISTOPHER S PACE
SUPERVISING ATTY CHRISTOPHER S PACE

* * * A C C O U N T I N G C O P Y * * *

TOTAL FEES	\$862 00
TOTAL COSTS	\$0 00
LESS CREDITS	\$0 00
TOTAL CURRENT FEES AND COSTS DUE	----- \$862 00

BALANCE DUE ON PRIOR INVOICES

DATE	INVOICE NO	BALANCE
0/13/14	736406	\$288.00
2/10/14	747781	\$4550 80
2/11/15	757817	\$1650 30

TOTAL PRIOR INVOICES DUE -----
\$6,489 10

TOTAL AMOUNT DUE -----
\$7,351 10
=====

GOLDEN TRIANGLE DEVELOPMENT LINK
MARCH 5, 2015
INVOICE NO 762161
FILE NUMBER 140681-00

PAGE 5

WE TRUST THAT YOU HAVE BEEN PLEASED WITH OUR LEGAL REPRESENTATION AND WE
APPRECIATE THE OPPORTUNITY TO REPRESENT YOU IN THESE MATTERS IF YOU HAVE
ANY QUESTIONS ABOUT THIS INVOICE, PLEASE CONTACT CHRISTOPHER S PACE
IN JACKSON OR OUR CREDIT MANAGER AT (504)582-8220

ATLANTA, GA (404)870-7500
BATON ROUGE, LA (225)248-2000
CINCINNATI, OH (513)830-0261
BIRMINGHAM, AL (205)244-5200
GULFPORT, MS (228)864-3094
HOUSTON, TX (713)437-1800
JACKSON, MS (601)949-4900
LAFAYETTE, LA (337)593-7600
LOS ANGELES, CA (323)303-3500
MIAMI, FL (305)679-5700
MOBILE, AL (251)432-1414
NEW ORLEANS, LA (504)582-8000
NEW YORK, NY (212)759-7025
OLIVE BRANCH, MS (662)895-2996
PHOENIX, AZ (602)366-7889
WASHINGTON, DC (202)203-1000
THE WOODLANDS, TX (281)296-4400

GOLDEN TRIANGLE DEVELOPMENT LINK
MARCH 5, 2015
INVOICE NO 762161
FILE NUMBER 140681-00

PAGE 4

IF YOU PREFER TO REMIT VIA WIRE TRANSFER OR ACH CREDIT, OUR BANKING
INSTRUCTIONS ARE

Iberia Bank
New Orleans, Louisiana
ABA Number 265270413
Account Number 20000247731
Account Name Jones Walker LLP

PLEASE INCLUDE OUR INVOICE NUMBER(S) IN THE WIRE OR ACH TEXT OR E-MAIL
APPLICATION INSTRUCTIONS TO JWAR@JONESWALKER.COM

GOLDEN TRIANGLE DEVELOPMENT LINK
MARCH 5, 2015
INVOICE NO 762161
FILE NUMBER 140681-00

PAGE 3

FILE NAME GENERAL PROJECT ADVICE

* * * R E M I T T A N C E C O P Y * * *

TOTAL FEES	\$862 00
TOTAL COSTS	\$0 00
LESS CREDITS	\$0 00
TOTAL CURRENT FEES AND COSTS DUE	----- \$862 00

BALANCE DUE ON PRIOR INVOICES

DATE	INVOICE NO.	BALANCE
0/13/14	736406	\$288.00
2/10/14	747781	\$4550 80
2/11/15	757817	\$1650 30

TOTAL PRIOR INVOICES DUE \$6,489 10

TOTAL AMOUNT DUE \$7,351 10
=====

PLEASE SEND PAYMENT AND REMITTANCE COPY TO

JONES WALKER LLP
201 St Charles Ave. - 50th Floor
New Orleans, Louisiana 70170-5100

GOLDEN TRIANGLE DEVELOPMENT LINK
MARCH 5, 2015
INVOICE NO 762161
FILE NUMBER 140681-00

TOTAL HOURS 3 20

TOTAL FEES \$862 00

-----TIME AND FEE SUMMARY-----

-----TIMEKEEPER-----	RATE	HOURS	FEES
CHRISTOPHER S PACE	335 00	1 10	368 50
BLAKE M FULTON	235 00	2 10	493 50
TOTALS		3 20	862 00

TOTAL COSTS \$0 00

TOTAL FEES AND COSTS \$862 00

JONES WALKER LLP
 Alabama, Arizona, District of Columbia, Florida
 Georgia, Louisiana, Mississippi, New York, Ohio, Texas

FED I D # 72-0445111

GOLDEN TRIANGLE DEVELOPMENT LINK
 ATTN JENNIFER PRIDMORE
 P O BOX 1328
 COLUMBUS, MS 39703

MARCH 5, 2015
 INVOICE NO 762161

RE GENERAL PROJECT ADVICE

FILE NO 140681-00

FOR PROFESSIONAL SERVICES RENDERED

DATE	INIT	ACTION	HOURS
2/03/15	CSP	LOWNDES COUNTY - TELEPHONE CONFERENCE WITH J HIGGINS, H SANDERS, G ANDREWS AND C BAULCH RE MISSISSIPPI STEEL PROCESSING AND APPLICATION OF SDI PILOT AGREEMENT (PHASE II) TO 2014 EXPANSION PROPERTY	20
2/04/15	CSP	TELEPHONE CONFERENCE WITH J HIGGINS RE POSSIBLE NKG PROJECT IN CLAY COUNTY AND ISSUES/INCENTIVE OPPORTUNITIES RELATED TO SAME	30 <i>Clay</i>
2/05/15	CSP	TELEPHONE CONFERENCE WITH J HIGGINS RE LOBBYING DISCLOSURE REPORT NOTICE, RELATED TELEPHONE CONFERENCE WITH D MILLER RE REASON FOR SAME AND NEED TO FILE DISCLOSURE BEFORE THE END OF THE DAY	30 <i>1/3 Counties</i>
2/09/15	CSP	TELEPHONE CONFERENCE WITH J HIGGINS AND M DARBY RE POSSIBLE PROJECT IN CLAY COUNTY NEAR YOKOHAMA FACILITY, PER REQUEST OF SAME, PROVIDE COPIES OF CCRS AND RIGHT-OF-FIRST REFUSAL AGREEMENT WITH YOKOHAMA THAT GOVERN PROPOSED SITE FOR NEW PROJECT	30 <i>Clay</i>
2/17/15	BMF	RESEARCH LAW RELATED TO A COMMUNITY COLLEGES AUTHORITY TO LEASE BUILDING SPACE TO PRIVATE INDIVIDUALS, DRAFT EMAIL RESPONSE OUTLINING FINDINGS AND ATTACHING RELEVANT AUTHORITY	2 10 <i>1/3 Counties</i>

GOLDEN TRIANGLE DEVELOPMENT LINK
FEBRUARY 11, 2015
INVOICE NO 757817
FILE NUMBER 140681-00

FILE NAME GENERAL PROJECT ADVICE

BILLING ATTY CHRISTOPHER S PACE
SUPERVISING ATTY CHRISTOPHER S PACE

* * * A C C O U N T I N G C O P Y * * *

TOTAL FEES	\$1,486 00
TOTAL COSTS	\$164 30
LESS CREDITS	\$0 00
TOTAL CURRENT FEES AND COSTS DUE	----- \$1,650 30

BALANCE DUE ON PRIOR INVOICES

DATE	INVOICE NO	BALANCE
10/13/14	736406	\$288 00
12/10/14	747781	\$4550 80

TOTAL PRIOR INVOICES DUE	----- \$4,838 80
TOTAL AMOUNT DUE	===== \$6,489 10

GOLDEN TRIANGLE DEVELOPMENT LINK
FEBRUARY 11, 2015
INVOICE NO 757817
FILE NUMBER 140681-00

PAGE 5

WE TRUST THAT YOU HAVE BEEN PLEASED WITH OUR LEGAL REPRESENTATION AND WE
AP Pciate THE OPPORTUNITY TO REPRESENT YOU IN THESE MATTERS IF YOU HAVE
AN QUESTIONS ABOUT THIS INVOICE, PLEASE CONTACT CHRISTOPHER S PACE
IN JACKSON OR OUR CREDIT MANAGER AT (504)582-8220

ATLANTA, GA (404)870-7500
BATON ROUGE, LA (225)248-2000
CINCINNATI, OH (513)830-0261
BIRMINGHAM, AL (205)244-5200
GULFPORT, MS (228)864-3094
HOUSTON, TX (713)437-1800
JACKSON, MS (601)949-4900
LAFAYETTE, LA (337)593-7600
LOS ANGELES, CA (323)303-3500
MIAMI, FL (305)679-5700
MOBILE, AL (251)432-1414
NEW ORLEANS, LA (504)582-8000
NEW YORK, NY (212)759-7025
OLIVE BRANCH, MS (662)895-2996
PHOENIX, AZ (602)366-7889
WASHINGTON, DC (202)203-1000
THE WOODLANDS, TX (281)296-4400

GOLDEN TRIANGLE DEVELOPMENT LINK
OCTOBER 13, 2014
INVOICE NO 736406
FILE NUMBER 140681-00

FILE NAME GENERAL PROJECT ADVICE

* * * R E M I T T A N C E C O P Y * * *

TOTAL FEES	\$288 00
TOTAL COSTS	\$0 00
LESS CREDITS	\$0 00
TOTAL CURRENT FEES AND COSTS DUE	----- \$288 00

BALANCE DUE ON PRIOR INVOICES

DATE	INVOICE NO	BALANCE
09/22/14	732428	\$8925 88

TOTAL PRIOR INVOICES DUE \$8,925 88

TOTAL AMOUNT DUE \$9,213 88
=====

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JONES WALKER LLP
201 St. Charles Ave - 50th Floor
New Orleans, Louisiana 70170-5100

OLDEN TRIANGLE DEVELOPMENT LINK
OCTOBER 13, 2014
INVOICE NO 736406
FILE NUMBER 140681-00

PAGE 4

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New Orleans, Louisiana
ABA Number 265270413
Account Number 20000247731
Account Name Jones Walker LLP

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APPLICATION INSTRUCTIONS TO JWAR@JONESWALKER.COM

GOLDEN TRIANGLE DEVELOPMENT LINK
OCTOBER 13, 2014
INVOICE NO 736406
FILE NUMBER 140681-00

WE TRUST THAT YOU HAVE BEEN PLEASED WITH OUR LEGAL REPRESENTATION AND WE APPRECIATE THE OPPORTUNITY TO REPRESENT YOU IN THESE MATTERS IF YOU HAVE ANY QUESTIONS ABOUT THIS INVOICE, PLEASE CONTACT CHRISTOPHER S PACE IN JACKSON OR OUR CREDIT MANAGER AT (504)582-8220

- ATLANTA, GA (404)870-7500
- BATON ROUGE, LA (225)248-2000
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- HOUSTON, TX (713)437-1800
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GOLDEN TRIANGLE DEVELOPMENT LINK
OCTOBER 13, 2014
INVOICE NO 736406
FILE NUMBER 140681-00

PAGE 6

FILE NAME GENERAL PROJECT ADVICE

BILLING ATTY CHRISTOPHER S PACE
SERVICING ATTY CHRISTOPHER S PACE

* * * A C C O U N T I N G C O P Y * * *

TOTAL FEES	\$288 00
TOTAL COSTS	\$0 00
LESS CREDITS	\$0 00
TOTAL CURRENT FEES AND COSTS DUE	----- \$288 00

BALANCE DUE ON PRIOR INVOICES

DATE	INVOICE NO	BALANCE
09/2/14	732428	\$8925 88

TOTAL PRIOR INVOICES DUE \$8,925 88

TOTAL AMOUNT DUE \$9,213 88
=====

JONES WALKER LLP
Alabama, Arizona, District of Columbia, Florida
Georgia, Louisiana, Mississippi, New York, Ohio, Texas

FED I D # 72-0445111

GOLDEN TRIANGLE DEVELOPMENT LINK
ATTN JOE MAX HIGGINS, JR.
1102 MAIN STREET
P O BOX 1328
COLUMBUS, MS 39703

DECEMBER 10, 2014
INVOICE NO 747781

RE GENERAL PROJECT ADVICE

FILE NO 140681-00

FOR PROFESSIONAL SERVICES RENDERED

DATE	INIT	ACTION	HOURS
10/08/14	CSP	REVIEW CENTRAL BUSINESS TAXING DISTRICT LEGISLATION, PARTICIPATE IN CONFERENCE CALL WITH LINK TEAM AND C GOURAS RE TIF BOND AND CENTRAL BUSINESS DISTRICT TAX EXEMPTION INVENTIVE PROGRAM	1 00 <i>1/3 Counts</i>
10/09/14	CSP	REVIEW LINK BYLAWS, RELATED CORRESPONDENCE WITH M WHITAKER	1 10
0/10/14	CSP	REVISE LINK BYLAWS AND FORWARD DRAFT OF SAME TO M WHITAKER	1 80
0/13/14	CSP	FURTHER REVISE AND EDIT LINK BYLAWS PER FEEDBACK FROM M WHITAKER, REDISTRIBUTE REVISED DRAFT OF SAME	40
0/14/14	CSP	RESEND REVISED BYLAWS TO J HIGGINS AND M WHITAKER PER REQUESTS FROM SAME	10
1/13/14	CSP	REVIEW FIRE DISTRICT PROPOSAL FROM CITY OF COLUMBUS, RELATED CORRESPONDENCE WITH J DEASON	50

1/17/14 CSP	LEIGH MALL PROJECT - PARTICIPATE IN CONFERENCE CALL WITH J. HIGGINS, C. BAULCH AND J. DEASON RE POSSIBLE REDEVELOPMENT OF LEE MALL AND ASSOCIATED PROPERTY IN COLUMBUS, MISSISSIPPI AND STATUTORY INCENTIVES AND OTHER PUBLIC/PRIVATE PARTNERSHIP OPPORTUNITIES AVAILABLE IN CONNECTION WITH SAME; REVIEW APPLICABLE STATUTES RE URBAN RENEWAL DISTRICTS AND OTHER OPPORTUNITIES, PREPARE PORTION OF MEMO SUMMARIZING POSSIBLE INCENTIVES FOR REDEVELOPMENT OF MALL PROPERTY; REVIEW PUBLIC DOCUMENTS AVAILABLE ONLINE RE NEWLY FORMED COLUMBUS REDEVELOPMENT AUTHORITY	3 60
1/17/14 CSP	FIRE DISTRICT MATTER - REVIEW APPLICABLE MISSISSIPPI STATUTES AND ATTORNEY GENERAL OPINIONS RE THE AUTHORITY OF A MUNICIPALITY TO ESTABLISH A FIRE DISTRICT WITHIN A COUNTY OUTSIDE OF THE CITY'S LIMITS AND THE AUTHORITY TO FUND THE SAME, PREPARE EMAIL SUMMARY OF ANALYSIS TO J. DEASON VIA EMAIL.	2 30
1/18/14 CSP	FIRE DISTRICT MATTER - TELEPHONE CONFERENCE WITH J DEASON TO ADVISE SAME OF AUTHORITY OF CITY OF COLUMBUS TO ESTABLISH A FIRE DISTRICT IN LOWNDES COUNTY OUTSIDE OF THE CITY AND LIMITATIONS ON FUNDING SUCH A DISTRICT	40
1/19/14 CSP	LEIGH MALL PROJECT - PREPARE MEMORANDUM TO LINK TEAM REGARDING LOCAL INCENTIVES AND OTHER DEVELOPMENT ASSISTANCE AVAILABLE FROM CITY OF COLUMBUS AND CLAY COUNTY IN CONNECTION WITH PROPOSED REDEVELOPMENT OF MALL PROPERTY, PROVIDE COPY OF SAME TO JOE HIGGINS IN PREPARATION FOR MEETING WITH DEVELOPER	3 00

TOTAL HOURS 14 20

TOTAL FEES \$4,544 00

-----TIME AND FEE SUMMARY-----

-----TIMEKEEPER-----	RATE	HOURS	FEES
CHRISTOPHER S PACE	320 00	14 20	4544 00
TOTALS		14 20	4544 00

GOLDEN TRIANGLE DEVELOPMENT LINK
DECEMBER 10, 2014
INVOICE NO : 747781
FILE NUMBER 140681-00

PAGE 3

COSTS INCURRED-

11/21/14 COPYING

6 80

TOTAL COSTS

\$6 80

COST SUMMARY

PC COPY SERVICES

6 80

6 80

TOTAL FEES AND COSTS

\$4,550 80

OLDEN TRIANGLE DEVELOPMENT LINK
DECEMBER 10, 2014
INVOICE NO 747781
FILE NUMBER 140681-00

PAGE 4

FILE NAME. GENERAL PROJECT ADVICE

* * * R E M I T T A N C E C O P Y * * *

TOTAL FEES	\$4,544 00
TOTAL COSTS	\$6 80
LESS CREDITS	\$0 00
TOTAL CURRENT FEES AND COSTS DUE	----- \$4,550 80

BALANCE DUE ON PRIOR INVOICES

DATE	INVOICE NO	BALANCE
10/13/14	736406	\$288 00

TOTAL PRIOR INVOICES DUE	----- \$288 00
--------------------------	-------------------

TOTAL AMOUNT DUE	----- \$4,838 80 =====
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JONES WALKER LLP
201 St Charles Ave. - 50th Floor
New Orleans, Louisiana 70170-5100

GOLDEN TRIANGLE DEVELOPMENT LINK
DECEMBER 10, 2014
INVOICE NO 747781
FILE NUMBER 140681-00

PAGE 5

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GOLDEN TRIANGLE DEVELOPMENT LINK
DECEMBER 10, 2014
INVOICE NO 747781
FILE NUMBER 140681-00

PAGE 6

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IN JACKSON OR OUR CREDIT MANAGER AT (504)582-8220

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OLIVE BRANCH, MS (662)895-2996
PHOENIX, AZ (602)366-7889
WASHINGTON, DC (202)203-1000
THE WOODLANDS, TX (281)296-4400

GOLDEN TRIANGLE DEVELOPMENT LINK
DECEMBER 10, 2014
INVOICE NO. 747781
FILE NUMBER 140681-00

FILE NAME GENERAL PROJECT ADVICE

BILLING ATTY CHRISTOPHER S PACE
SUPERVISING ATTY CHRISTOPHER S PACE

* * * A C C O U N T I N G C O P Y * * *

TOTAL FEES	\$4,544 00
TOTAL COSTS	\$6 80
LESS CREDITS	\$0 00
TOTAL CURRENT FEES AND COSTS DUE	----- \$4,550 80

BALANCE DUE ON PRIOR INVOICES

DATE	INVOICE NO	BALANCE
0/13/14	736406	\$288 00

TOTAL PRIOR INVOICES DUE \$288 00

TOTAL AMOUNT DUE \$4,838 80
=====

JONES WALKER LLP
Alabama, Arizona, District of Columbia, Florida
Georgia, Louisiana, Mississippi, New York, Ohio, Texas

FED I D # 72-0445111

GOLDEN TRIANGLE DEVELOPMENT LINK
ATTN JENNIFER PRIDMORE
P.O BOX 1328
COLUMBUS, MS 39703

FEBRUARY 11, 2015
INVOICE NO 757817

RE GENERAL PROJECT ADVICE

FILE NO 140681-00

FOR PROFESSIONAL SERVICES RENDERED

DATE	INIT	ACTION	HOURS
2/15/14	CSP	AMERICOLD PROJECT/CLAY COUNTY EXTENDED TELEPHONE CONFERENCE WITH J HIGGINS, J DEASON AND B LATHAN TO ADVISE SAME RE POSSIBLE INCENTIVE STRUCTURES TO INDUCE PROJECT, REVIEW EMAIL OF PROPOSED INCENTIVES FROM J DEASON TO MDA AND PROVIDE FEEDBACK RE SAME	1 00 <i>Clay</i>
2/17/14	CSP	AMERICOLD PROJECT/CLAY COUNTY REVIEW REVISED INCENTIVES OFFER FROM MDA, RELATED CORRESPONDENCE WITH J DEASON RE SAME	20 <i>Clay</i>
1/00/15	BMF	DRAFT LETTER FROM J HIGGINS OUTLINING LINK POLICIES RE UNANNOUNCED PROJECTS	1 50 <i>1/3 Counties</i>
1/07/15	CSP	REVIEW DRAFT OF LINK POLICY LETTER CONCERNING PUBLIC DISCLOSURES ABOUT ON-GOING PROJECTS, PROVIDE COMMENTS AND FEEDBACK TO B FULTON RE SAME	50 <i>1/3 Counties</i>
1/07/15	BMF	DRAFT LETTER FROM J HIGGINS OUTLINING LINK POLICIES RE UNANNOUNCED PROJECTS, FORWARD DRAFT TO C PACE FOR REVIEW, REVISE SAME BASED ON COMMENTS FROM C PACE	1 30 <i>1/3 Counties</i>

FEBRUARY 11, 2015

INVOICE NO 757817

FILE NUMBER 140681-00

01/08/15 BMF REVISE DRAFT LETTER FROM J. HIGGINS OUTLINING
 LINK POLICY RE UNANNOUNCED PROJECTS BASED ON
 COMMENTS FROM C. PACE, FORWARD SAME TO J
 HIGGINS FOR REVIEW *1/3 Counties* 90

01/08/15 MAJ AMERICOLD PROJECT/CLAY COUNTY ADVISE C. PACE
 RE TAX TREATMENT RE CHARITABLE CONTRIBUTION TO
 CITY OF WEST POINT *Clay* 20

TOTAL HOURS 5 60

TOTAL FEES \$1,486.00

-----TIME AND FEE SUMMARY-----			
-----TIMEKEEPER-----	RATE	HOURS	FEES
CHRISTOPHER S. PACE	324 41	1 70	551 50
BLAKE M. FULTON	235 00	3 70	869 50
MARGARETT A JOHNSON	325 00	.20	65 00
TOTALS		5 60	1486 00

COSTS INCURRED

2/12/14 COPYING 15 80
 1/26/15 WESTLAW LEGAL RESEARCH - FULTON, BLAKE 148 50

TOTAL COSTS \$164 30

COST SUMMARY

PC COPY SERVICES 15 80
 WL WESTLAW LEGAL RESEARCH 148 50

164 30

TOTAL FEES AND COSTS \$1,650 30

OLDEN TRIANGLE DEVELOPMENT LINK
FEBRUARY 11, 2015
INVOICE NO 757817
FILE NUMBER 140681-00

PAGE 3

FILE NAME. GENERAL PROJECT ADVICE

* * * R E M I T T A N C E C O P Y * * *

TOTAL FEES	\$1,486 00
TOTAL COSTS	\$164 30
LESS CREDITS	\$0 00
TOTAL CURRENT FEES AND COSTS DUE	----- \$1,650 30

BALANCE DUE ON PRIOR INVOICES

DATE	INVOICE NO	BALANCE
0/13/14	736406	\$288 00
2/10/14	747781	\$4550 80

TOTAL PRIOR INVOICES DUE \$4,838.80

TOTAL AMOUNT DUE. \$6,489.10
=====

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201 St. Charles Ave. - 50th Floor
New Orleans, Louisiana 70170-5100

GOLDEN TRIANGLE DEVELOPMENT LINK
FEBRUARY 11, 2015
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PAGE 4

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Account Name Jones Walker LLP

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APPLICATION INSTRUCTIONS TO JWAR@JONESWALKER.COM

NO _____

**IN THE MATTER OF PURCHASING A BUFFER FOR THE CLAY COUNTY
COURTHOUSE**

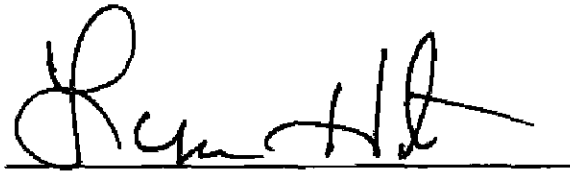
There came on this day for consideration the matter of purchasing a buffer for the Clay County Courthouse

It appears to this Board as attached hereto as Exhibit A, BG281, Buffer Clarke Model C2K, is no longer functioning and has been reported under the departmental inventory of the Chancery Clerk's office for the Courthouse, and,

It appears to this Board attached as Exhibit B are quotes to purchase a new buffer for the Courthouse

After motion by R. B Davis and second by Luke Lummus this Board doth vote unanimously to delete the BG281 from the County's fixed asset records and further authorizes to purchase the buffer from Lann Chemical in the amount of \$785 00 for the Courthouse

SO ORDERED this the 4th day of June, 2015



President

FAOFEM
Delete

Other Furniture/Equipment File Maintenance

AMY

Key # 1676

Description BUFFER CLARKE MODEL_C2K

Location COURTHOUSE

Vendor COLUMBUS PAPER & CHEMICAL Serial # C10746

Property # BG281 Project # _____ Current Value. 687 94

*Department # 151 BUILDINGS & GRO Objective # 87 OTHER FURNITURE

*Acquisition. P PURCHASED *Disposal _____

Ledger? Y (Y/N)

*Asset Type OFE OTHER FURNITURE Useful Life 7 Years

Salvage % 10 Salvage \$ 69 Cap Threshold: 5000

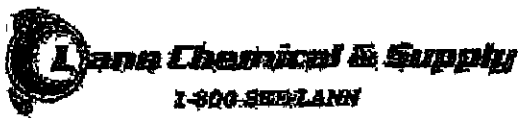
GASB Eligible? N (Y/N) Depreciate? N (Y/N)

Accumulated Depreciation _____

Cap Value 687.94 Date 11/10/2004

Remarks _____

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



Lann Chemical & Supply
 1-800-888-LANN
 P O Box 818
 22019 Highway 45 North
 662/369-8338
 Fax: 662/369-8336

Quote 236

Order Date 05/27/2015
 Printed Date 05/27/2015
 Page. 1

Bill To

Clay Co Miss /Board Of Supervisors
 205 Court Street
 P O Box 815
 West Point, MS 39773

Ship To

Clay Co DHS
 ATTN Teresa Ware
 205 Court Street
 West Point, MS 39773

Customer ID	Purchase Order	Terms	Ship Via	F.O.B.	Lead/Par	Ship/Cont	
CL0004		Net 30 Days	Our Truck	Destination	LF	WHSE	
1	0	BE83014	Sale	785.0000		785.00	
1		Crewman 20 HD Floor Mach W/Pad Drver 27					
Non Taxable Subtotal						785 00	
Taxable Subtotal						0 00	
Order Discount						0 00	
Shipping/Handling						0 00	
Order Total						785 00	

QUOTE VALID FOR 30 DAYS

P O BOX 1278
 COLUMBUS, MS 39703-1278
 Telephone 800-844-1467
 Fax 662-329-4997

QUOTE

QUOTE NO.	QUOTE DATE	CUST NO.
2457	05/27/15	413156

PAGE 1

413156

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CLAY CO BOARD OF SUPERVISORS
 ****PURCHASING*****
 PO BOX 815
 WEST POINT MS 397730000

S
H
I
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O

CLAY CO/911
 ****PURCHASING*****
 205 COURT ST
 WEST POINT, MS 397730000

SPECIAL INSTRUCTIONS		CONTACT		SHIP VIA		TERMS	
		TERESA WARE		OUR TRUCK		1% 10 DAYS/NET30	
LINE	QUOTED	PRODUCT CODE	DESCRIPTION	UNIT	UNIT PRICE	EXTENDED PRICE	
1	1	998AE20E	AE 20E-R MERCURY 20" LOBOY 175 rpm & 20" HEAD EACH	EA	780 50	780 50	
2	1	998361800	361800PDS PAD DRIVER W/ 364101B CLUTCH PLATE EACH	EA	69 50	69 50	
TOTAL QUANTITY		2	NO RETURN OF GOODS ACCEPTED WITHOUT WRITTEN AUTHORIZATION		SUBTOTAL	850 00	
					FRGT/MISC	0 00	
					TAX	0 00	
					QUOTE TOTAL	<u>850 00</u>	

WE APPRECIATE YOUR BUSINESS AND LOOK FORWARD TO PROVIDING THE CARE AND SERVICE YOU DESERVE

BEST REGARDS
 BOBBY GARNER

NO _____

**IN THE MATTER OF CLEANING A TRIBUTARY OF STANDING REED CREEK
RUNNING FROM RUTH CLIETT ROAD TO PALESTINE ROAD**

Supervisor R. B. Davis offered and moved to the adoption of the following resolution

RESOLUTION

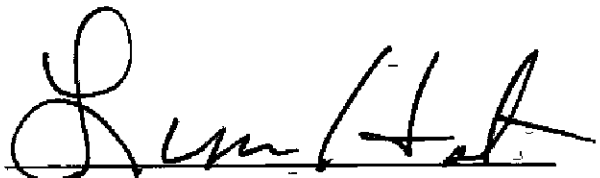
WHEREAS, there is an urgent need for clearing a tributary of Standing Reed Creek beginning at Palestine Road from Section 6, 7, Township 15, 16, Range 4, to Ruth Cliett Road as designated on the map as attached hereto as Exhibit A, and,

WHEREAS, without immediate attention taken toward this project, considerable damage to property and inconvenience to the general public may result,

WHEREAS, Clay County, Mississippi, is without sufficient resources to perform such tasks

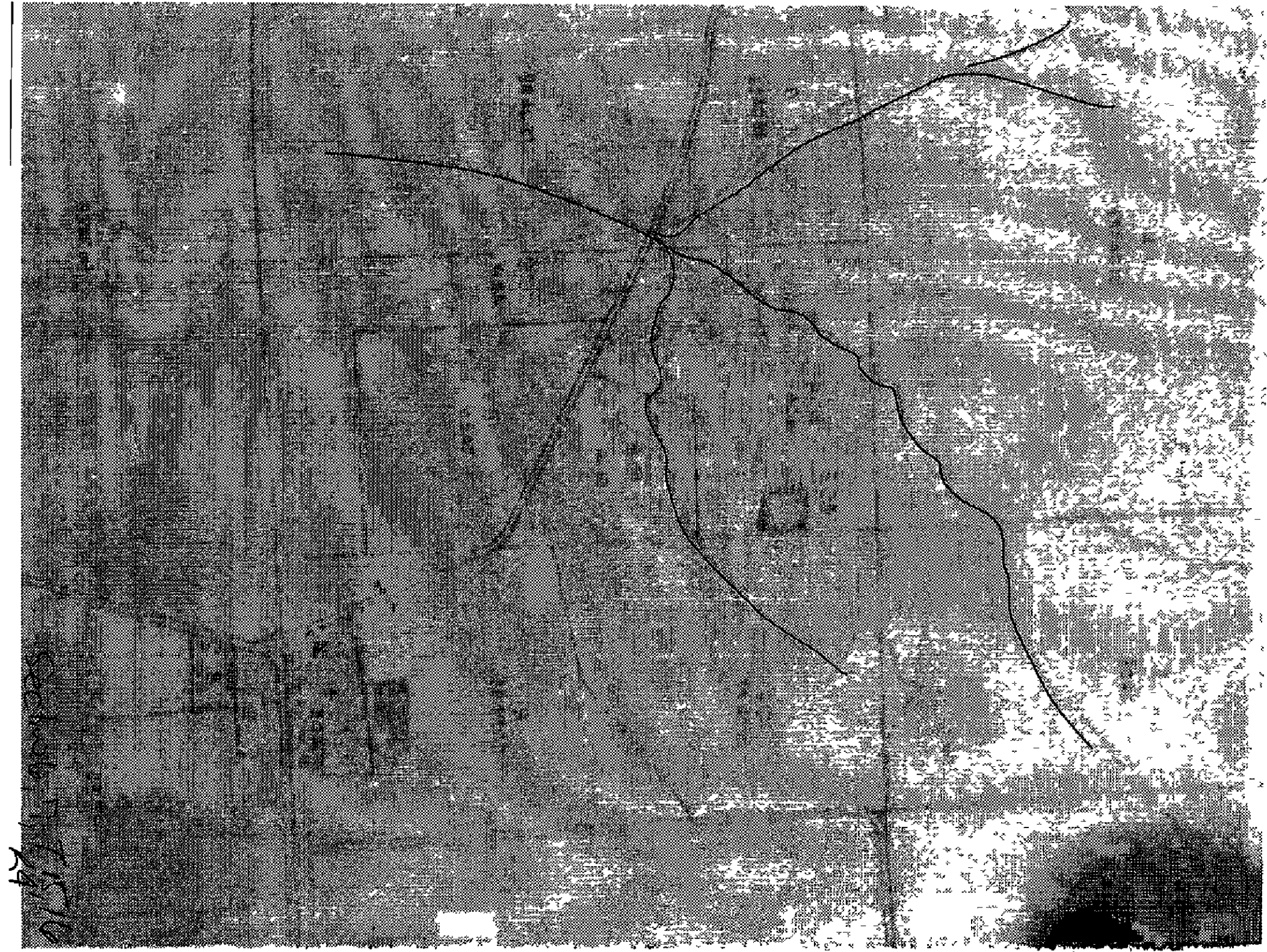
NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Clay County, Mississippi, that the TOMBIGBEE RIVER VALLEY WATER MANAGEMENT DISTRICT has been authorized and designated to perform the above task in Clay County as within their means to do so

SO ORDERED this the 4th day of June, 2015



President

609



9112
7170
44

NO _____

IN THE MATTER OF AUTHORIZING TO ADVERTSIE FOR HAY LEASE

There came on this day for consideration the matter of authorizing to advertise for hay lease

It appears to this Board the County owns 17 14 acres of land located in the North West Quarter of the South East Quarter of Section 7, Township 19, Range 6, located on Hwy 45 South that is in need of leasing for Hay for the 2015-2016 year

After motion by Luke Lummus and second by R.B Davis this Board doth vote unanimously to authorize and approve to advertise for the said Hay Lease

SO ORDERED this the 4th day of June, 2015



President

NOTICE OF HAY LEASE

NOTICE is hereby given to the public that the Clay County Board of Supervisors will take sealed bids on Thursday, June 25, 2015, at 9 00 a m for the lease of lands for hay and the said lands being approximately 17 14 acres of certain real properties belonging to and located in Clay County Mississippi and situated as follows

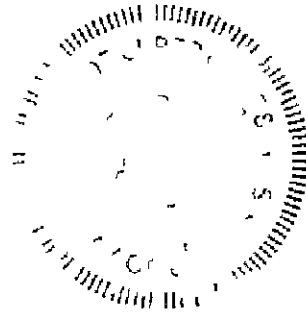
17 14 acres of lands located in the North West Quarter of the South East Quarter of Section 7, Township 19, Range 6 located on Hwy 45 South

Land to be leased on a "As Is" condition with no insurance responsibilities

The Board of Supervisors reserves the right to accept and reject any and all bids received and to waive any and all formalities with the acceptance and rejection of the bids

For further questions and injuries, call Supervisor Luke Lummus at (662) 295-7037

Publish by order of the Board of Supervisors, this the 4th day of June, 2015



A handwritten signature in black ink, appearing to read "Amy G. Berry", is written over a horizontal line.

Amy G. Berry
Chancery Clerk

Published
6/10/2015

NO _____

**IN THE MATTER OF AUTHORIZING TO ADVERTISE TO PURCHASE FOR 2015
SINGLE AXLE CAB & CHASSIS FOR DISTRICT THREE**

There came on this day for consideration the matter of authorizing to advertise to purchase a 2015 single axle cab & chassis for District Three

After motion by R. B. Davis and second by Luke Lummus this Board doth vote unanimously to authorize to advertise to take sealed bids for the purchase of a 2015 Single Axle Cab & Chassis as attached hereto as Exhibit A.

SO ORDERED this the 4th day of June, 2015



President

NOTICE FOR BIDS

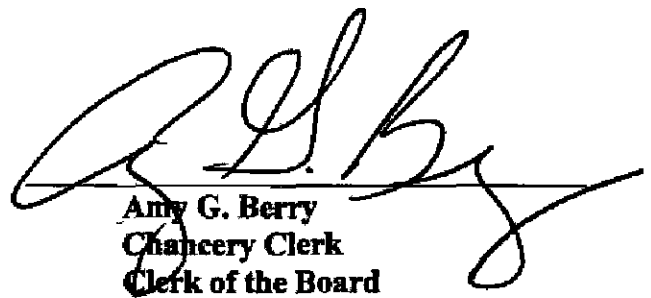
The Clay County Mississippi Board of Supervisors will receive sealed bids at 9 00 a.m on Thursday, June 25, 2015 at the Clay County Courthouse for the sale to it of one new 2015 Single Axle Cab & Chassis with a 7 yard dump body for use by District 3

Complete specifications may be obtained from the Clay County Purchase Clerk, Teresa Ware, or the Assistant Purchase Clerk, Nikki Cude, as follows

Clay County Purchase Clerk
Attn Teresa Ware or Nikki Cude
P O Box 815
205 Court Street
West Point, MS 39773
Office (662) 494-3313
Fax (662) 492-4059
Email tware@claycounty.ms.gov
Office Hours 8 00 a.m - 12 00 p m , Monday-Friday

The Board of Supervisors reserves the right to reject and/or accept any and all bids and to waive any formalities

This the 10th day of June, 2015



Amy G. Berry
Chancery Clerk
Clerk of the Board

Publish

6/11/2015
6/18/2015

SPECIFICATIONS FOR CHASSIS

ENGINE Diesel, 245HP, 660-lb Torque@1300RPM, Governed@2400 RPM, #2 Bell Housing, Wet Sleeved, Spin-On Oil Filter

TRANSMISSION Allison 3500 RDS Automatic, Wide Ratio 5 Speed w/Overdrive, includes oil level sensor w/PTO provision, less retarder, 80,000lb GVW, and temperature gauge in dash

SINGLE REAR AXLE 22,000lb capacity with 23,500lb capacity vari-rate spring suspension with 4500lb auxiliary rubber spring 5 29 axle ratio

SYNTHETIC LUBE In rear axle and transmission

FRONT AXLE 12,000lb capacity with 12,000lb parabolic, taper leaf suspension with shock absorbers

AIR BRAKE SYSTEM With full vehicle wheel control ABS

FRONT AIR CAM 15 0 X4 0

REAR AIR CAM 16 5"x7 00"

AIR DRYER Bendix AD-9 with heater

AIR COMPRESSOR 13 2 CFM minimum

EXHAUST Horizontal after treatment device with horizontal tail pipe, must provide clean CA above rail

FUEL TANK Minimum 50 gallon aluminum mounted under cab

FRAME RAILS Heat treated alloy steel, 80,000 PSI Yield, 10 250"x3 092"x0 375"

FRONT TOW HOOKS 2 frame mounted inside rail

BATTERY SYSTEM 2-12 volt, 1300 CCA minimum

BODY BUILDER WIRING To include sealed connections for tail/amber turn/marker/backup/accessory power/ground and sealed connector for stop/turn

THROTTLE, HAND CONTROL Engine speed control for PTO, Electronic, stationary pre-set, two speed settings, mounted on steering wheel

AIR CONDITIONER with integral heater and defroster and fresh air filter

MIRRORS Rectangular 7 09"x15 75" with breakaway brackets and 7 44" square convex on both sides

OVERHEAR CONSOLE with dual storage pockets and retainer nets and CB radio pocket

STORAGE POCKET Drivers door, full length

Cruise Control, Cigar Lighter, AM/FM/WB Radio

AIR HORN

LOW COOLANT LEVEL INDICATOR

CHROME GRILL

CIRCUIT BREAKERS To replace all fuses except 5 Amp fuses

WHEELS 22 5"x8 25" painted steel, hub piloted, flanged nut, metric mount with steel hubs, 2 hand hole, 10 stud

TIRES Front 11R22 5 Steer Position 14 Ply

Rear 11R22 5 Drive Position 14 Ply

WARRANTY Chassis – 24 Months/ Unlimited Miles

All steel Hi-Tensile

Body floor shall be 7 gauge 100,000 psi steel with 7 gauge support gussets (flat floors not acceptable)

Front bulkhead – 3/16" steel

Sides and roof – 10 GA 80k of curved shell design (No side bracing)

Ejection panel – 10 GA with 3" & 4" structural steel tube bracing

Hopper floor – ¼" and hopper back- ¼" T-1 Steel

Tailgate Construction - 10 GA upper and 7 GA lower with horizontal 7GA formed bracing

Sweep and pack blades – ¼"

Up to 950 lb per yard compaction rate

Hopper capacity-3 0 cubic yards

Packing mechanism must ride on replaceable polyethylene shoes, rollers or metal shoes not acceptable

Ejection slide shoes must be replaceable without removing ejection blade

Pack cylinders – 4 5'

Sweep cylinders – 5"

All welds continuous

Ejection blade must advance automatically with packed against by means of back pack valve

Automatic tailgate locks

Tailgate controls direct linked to control valve which is mounted to upper right side of tailgate for east access

Proximity type switch for auto throttle advance

Polyethylene slide shoes replaceable from outside confines of tailgate without removing slide

In tank 10 micron return line filter

Oil reservoir – 40 gallon min

Pump – 29 GPM @ 1400-1500 rpm Normal operating pressure shall not exceed 2450 PSI

PTO Hot shift direct mount with over speed protection

Mid body turn signals

Rear mounted 4 lamp light bar with stop and turn lights, additional set of stop lights and back-up lights mounted below hopper

Stop/turn/tail lamps must be LED type

Front and rear strobe light with in cab switch

1 year warranty on body

2 year warranty on cylinders

Emergency shot down button at rear control station

Primed and painted with acrylic enamel with hardener

Back up alarm

Reflective safety striping on rear of tailgate and sides of body

Street side access door to allow access to body - 30x30 inch door shall be securely fastened to the body side wall with removable hinges

Service and parts manuals

Two Halogen white lamps shall be mounted on the upper half of the tailgate The lights shall be capable of illuminating the hopper of the tailgate The lights will be activated by a switch in the cab of the chassis

5 6 inch flat screen camera with audio for safety of workers and passers-by

Specifications for Dump Body

Body Length	10'
Inside Width	73"
Side Height	32"
Tailgate Height	38"
Front Height	38"
Body Sides, Front & Tailgate	10 ga ASTM-A1011-A1011 hi-tensile steel
Body Floor	3/16" ASTM-A1011-A1011 hi-tensile steel
Top Rail	4"x 1/8" sq tubing
Water level capacity	7 yd
Front & tailgate capacity	8 yd
Longitudinals	5" structural channel
Crossmembers	3" structural channel on 12" centers
Side braces	6" boxed
Tailgate	3 panel, no slope, air latch, double-acting, 5/16" chains
Cab shield	1/2 w/4' integral wind deflector
Apron	8", weld-on
Hoist	NTEA rated class 70 front telescopic
Hyd pump	22 gpm @ 1400 rpm to be integrally mounted to PTO
PTO	Clutch-shift for Allison automatic transmission
Controls	Electric hyd/ air
Mudflaps	24" x 36", rubber
Sideboards	2" x 6", wood
Full depth rear corner post & skirt	
All welds to be continuous	
Lights/reflectors to meet FMVSS108 -- to be recessed rubber grommet type	
Body prep	
Body raised indicator light	
Backup alarm	
Primed and finish painted with urethane enamel	
Recommended CA - 84" Clear	

NO _____


IN THE MATTER OF TRANSFERRING INTEREST EARNED

There came on this day for consideration the matter of transferring interest earned

It appears to this Board interest has been earned on the Payroll Clearing Account in the amount of \$ 2 15 and in the Insurance Clearing Account in the amount of \$ 1 45 for and the said amounts should be transferred and settled to the General Operating Fund

After motion by Floyd McKee and second by Luke Lummus this Board doth vote unanimously to authorize the said transfer as stated above

SO ORDERED this the 4th day of June, 2015



President

NO _____


IN THE MATTER OF AN INTER FUND LOAN

There came on this day for consideration the matter of an inter-fund loan

It appears to this Board an inter-fund loan is needed to be made to Fund No 116, Volunteer Fire Insurance Rebate Fund from Fund No 114, Volunteer Fund in the amount of \$ 1,479 25 in anticipation of the settlement of the receipt of the 2015 Volunteer Fire Insurance Rebate Proceeds from the State of Mississippi

After motion by Floyd McKee and second by Luke Lummus this Board doth vote unanimously to authorize the said inter-fund loan as stated above

SO ORDERED this the 4th day of June, 2015



President

NO. _____

IN THE MATTER OF AN INTER FUND LOAN

There came on this day for consideration the matter of an inter-fund loan.

It appears to this Board an inter-fund loan is needed to be made to Fund No 250, District 5 B & I 2013 Debt Service Fund from Fund No 360, District 5 2013 B & I Construction Fund in the amount of \$ 1,527 03 in anticipation of the settlement of the collection of the 2014 ad valorem taxes collected by the Tax Assessor/Collector

After motion by Lynn Horton and second by Luke Lummus this Board doth vote unanimously to authorize the said inter-fund loan as stated above

SO ORDERED this the 4th day of June, 2015



President

NO _____

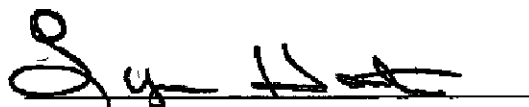
IN THE MATTER OF A TRANSFER OF FUNDS

There came on this day for consideration the matter of a Transfer of Funds

It appears to this Board a Transfer of Funds is needed to be made to Fund No 250, District 5 B & I 2013 Debt Service Fund from Fund No 360, District 5 2013 B & I Construction Fund in the amount of \$24,520 00 in order for the said fund to not be overdrawn for the month of May 31, 2015 and as budgeted.

After motion by Floyd McKee and second by Luke Lummus this Board doth vote unanimously to authorize the said inter-fund loan as stated above

SO ORDERED this the 4th day of June, 2015



President

NO. _____

IN THE MATTER OF A TRANSFER OF FUNDS

There came on this day for consideration the matter of a Transfer of Funds

It appears to this Board a Transfer of Funds is needed to be made to Fund No 216, Courthouse New Roof 2010 Note Fund from Fund No 110, Tom Soya Grain Fund in the amount of \$16,484 73 in order for the said fund to not be overdrawn for the month of May 31, 2015 and as budgeted

After motion by Floyd McKee and second by Luke Lummus this Board doth vote unanimously to authorize the said inter-fund loan as stated above

SO ORDERED this the 4th day of June, 2015



President

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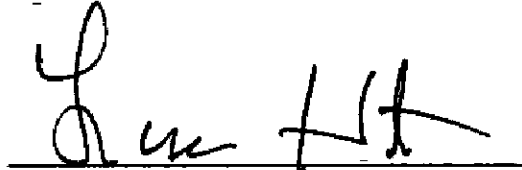
NO _____

IN THE MATTER OF GOING INTO CLOSED SESSION

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

After motion by Luke Lummus and second by R. B Davis this Board doth vote unanimously to go into closed session.

SO ORDERED this the 4th day of June, 2015



President

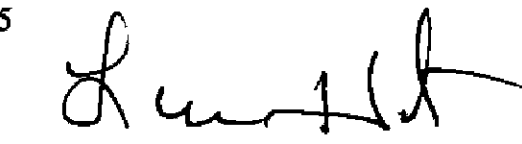
NO. _____

**IN THE MATTER OF GOING FROM CLOSED SESSION TO EXECUTIVE SESSION
TO DISCUSS A MATTER OF POTENTIAL LITIGATION**

There came on this day for consideration the matter of going from closed session to executive session to discuss a matter of potential litigation

After motion by Luke Lummus and second by Floyd McKee this Board doth vote unanimously to authorize to go from closed session to executive session as allowed by Section 25-41-7 of the *Mississippi Code of 1972* to discuss a matter of potential litigation.

SO ORDERED this the 4th day of June, 2015



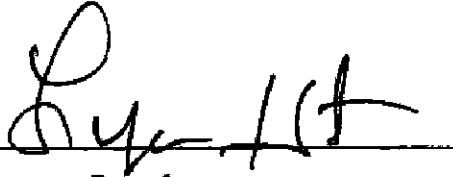
President

NO _____

IN THE MATTER OF COMING OUT OF EXECUTIVE SESSION

There came on this day for consideration the matter of coming out of executive session
After motion by R B Davis and second by Luke Lummus this Board doth vote
unanimously to come out of executive session

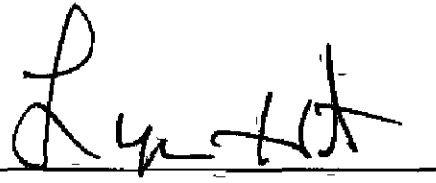
SO ORDERED this the 4th day of June, 2015



President

After motion by R. B Davis and second by Luke Lummaus this Board doth vote
unanimously to authorize to recess until June 25, 2015, at 9 00 a.m., at the Clay County
Courthouse

SO ORDERED this the 4th day of June, 2015



President