

**Minutes of  
Clay County Board of Supervisors  
Meeting Held on Monday, December 5, 2022 at 9:00 a.m.**

**BE IT REMEMBERED** a regular meeting of the Clay County Board of Supervisors was held at the Clay County Courthouse, West Point, Mississippi, on Monday, December 5, 2022.

**PRESENT:**

Lynn D. Horton, *Supervisor District 1, Presiding*  
Luke Lummus, *Supervisor District 2, Not Present*  
R.B. Davis, *Supervisor District 3*  
Shelton Deanes, *Supervisor District 4*  
Joe Chandler, *Supervisor District 5*

Amy G. Berry, *Clay County Chancery Clerk*  
Angela Turner Ford, *Board Attorney*  
Deputy Sheriff Anthony Cummings, *Clay County Sheriff*

County Residents

The following proceedings were had:

**CALL TO ORDER/INVOCATION**

The meeting was called to order by Deputy Sheriff Cummings. The welcome was given by Supervisor Horton with invocation given by Supervisor Chandler.

**ADOPTION OF AGENDA**

Supervisor Deanes moved to adopt the agenda as presented.

The motion was seconded by Supervisor Chandler.

(Exhibit "A")

**AMENDMENT OF AGENDA**

Supervisor Deanes moved to call for amendments to the agenda.

The motion was seconded by Supervisor Chandler.

**AMENDMENTS TO THE AGENDA**

The following items were added to the agenda for further discussion and consideration by the Board:

NO ITEMS WERE ADDED TO THE AGENDA

AUTHORIZE AND APPROVE THE CLAIMS DOCKET FOR THE MONTH OF DECEMBER 2022

Supervisor Deanes moved to authorize and approve of the Claims Docket and further, authorizes the said claims be paid for the Month of December 2022.

The motion was seconded by Supervisor Chandler.

(Exhibit "B")

AUTHORIZE AND APPRROVE OF RANDY JONES INVOICE IN THE AMOUNT OF \$733.65 FOR SERVICES RENDERED AS FLOOD PLAIN COORDINATOR FOR THE MONTH OF NOVEMBER 2022

Supervisor Chandler moved to authorize and approve of Randy Jones invoice in the amount of \$733.65 for services rendered as Flood Plain Coordinator for the month of November 2022.

The motion was seconded by Supervisor Davis.

(Exhibit "C")

AUTHORIZE AND APPROVE THE CORONER AND DEPUTY CORONER TO TRAVEL TO JACKSON, MS IN JANUARY 18-20, 2023 FOR MANDATORY TRAINING

Supervisor Deanes moved to authorize and approve the Coroner and Deputy Coroner to travel to Jackson, MS in January 18-20, 2023 for mandatory training.

The motion was seconded by Supervisor Chandler.

(Exhibit "D")

AUTHORIZE AND APPROVE THE BOARD OF SUPERVISORS, CHANCERY CLERK, COUNTY ENGINEER, COUNTY ATTORNEY, AND COMPTROLLER TO TRAVEL TO JACKSON, JANUARY 24-27, 2023 TO THE MISSISSIPPI ASSOCIATION OF SUPERVISORS MID WINTER CONFERENCE

Supervisor Davis moved to authorize and approve for the Board of Supervisors, Chancery Clerk, County Attorney, County Engineer, and Comptroller to travel to Jackson, MS, January 24-27, 2023, to the MS Association of Supervisors Mid-Winter Conference.

The motion was seconded by Supervisor Chandler.

(Exhibit "E")

AUTHORIZE AND APPROVE PAY REQUEST NO 1 IN THE AMOUNT OF \$28,692.57 FOR ENGINEERING FEES FORTHE BEALSEY OVERLAY PROJECT

Supervisor Chandler moved to authorize and approve to payment of pay request no. 1 in the amount of \$28,692.57 for engineering fees for the Beasley Road Overlay Project.

The motion was seconded by Supervisor Deanes.

(Exhibit "F")

AUTHORIZE AND APPROVE THE CHANCERY CLERK TO ADVERTISE NOTICE TO BANKS FOR COUNTY DEPOSITORY BID PROPOSALS

Supervisor Deanes moved to authorize and approve the Chancery Clerk to advertise notice to Banks for County Depository Bid Proposals.

The motion was seconded by Supervisor Davis.

(Exhibit "G")

AUTHORIZE AND APPROVE THE RESOLUTION COMMENDING THE HONORABLE THOMAS B. STOREY JR FOR HIS SERVICE FOR 50 YEARS AS YOUTH COURT JUDGE FOR THE 14<sup>TH</sup> CHANCERY COURT DISTRICT IN CLAY COUNTY MISSISSIPPI

Supervisor Deanes moved to authorize and approve the Resolution commending the Honorable Thomas B. Storey, Jr for his service for 50 years of service as Youth Court Referee Judge for the 14<sup>th</sup> Chancery Court District in Clay County MS.

The motion was seconded by Supervisor Chandler.

(Exhibit "H")

AUTHORIZE AND APPROVE THE CHANCERY CLERK'S AFFIDAVIT OF JUSTICE COURT FUNDS SETTLED FOR THE MONTH OF NOVEMBER 2022

Supervisor Deanes moved to authorize and approve the Chancery Clerk's affidavit of Justice Court Funds settled to the General Fund for the month of November 2022.

The motion was seconded by Supervisor Davis.

(Exhibit "I")

AUTHORIZE AND APPROVE THE CHANCERY CLERK TO EXECUTE THE AGREEMENT BETWEEN OWNER AND ARCHITECT ON THE EMERGENCY OPERATING CENTER (EOC) AS LOCATED ON CHURCH HILL ROAD

Supervisor Deanes moved to authorize and approve the Chancery Clerk to execute the agreement between the owner and architect on the Emergency Operating Center (EOC) as located on Church Hill Road.

The motion was seconded by Supervisor Davis.

(Exhibit "J").

AUTHORIZE AND APPROVE THE RENEWAL OF THE EMERGENCY DECLARATIONS AND PROCLAMATIONS OF LOCAL EMERGENCIES AFFIDAVITS

Supervisor Deanes moved to authorize and approve the renewal of the Emergency Declaration and Proclamations of Local Emergency Affidavits.

The motion was seconded by Supervisor Chandler.

(Exhibit "K")

AUTHORIZE AND APPROVE TO GO INTO CLOSED SESSION

Supervisor Deanes moved to authorize and approve to go into Closed Session.

The motion was seconded by Supervisor Davis.

AUTHORIZE AND APPROVE TO GO FROM CLOSED SESSION TO EXECUTIVE SESSION TO DISCUSS THE PROSPECTIVE PURCHASE AND LEASING OF LANDS AS AUTHORIZED BY SECTION 25-41-7 OF *THE MISSISSIPPI CODE OF 1972* AS ANNOTATED

Supervisor Davis moved to authorize and approve to go from Closed Session to Executive Session as allowed under Section 25-41-7 of *the Mississippi Code of 1972* as Annotated to discuss the prospective purchase and leasing of lands.

The motion was seconded by Supervisor Deanes.

AUTHORIZE AND APPROVE TO COME OUT OF EXECUTIVE SESSION

Supervisor Deanes moved to come out of Executive Session and back into open session.

The motion was seconded by Supervisor Chandler.

THE BOARD ATTORNEY, ANGELA TURNER FORD, ANNOUNCED TO THE PUBLIC NO ACTION WAS TAKEN BY THE BOARD WHILE IN EXECUTIVE SESSION.

RECESS

Supervisor Deanes moved to authorize and approve to adjourn until Thursday, December 8, 2022 at 9:00 a.m. at the Clay County Courthouse.

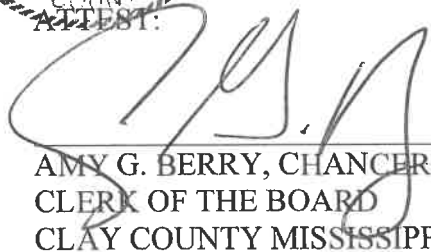
The motion was seconded by Supervisor Davis.

\*\*\* All motions were carried unanimously unless otherwise indicated.

SO ORDERED, this the 5<sup>h</sup> day of December, 2022.



LYNN HORTON, PRESIDENT  
BOARD OF SUPERVISOR  
CLAY COUNTY MISSISSIPPI



AMY G. BERRY, CHANCERY CLERK  
CLERK OF THE BOARD  
CLAY COUNTY MISSISSIPPI

Exhibit A  
Exhibit B  
Exhibit C  
Exhibit D  
Exihibit

# EXHIBIT A



**Clay County Board of Supervisors  
Agenda for Regular Meeting  
Monday, December 5, 2022, at 9:00 a.m.**

- Call to Order
- Welcome & Prayer
- Adopt and Amend Agenda
- Authorize and approve the Claims Docket
- Authorize and approve to pay Randy Jones, Flood Plain Coordinator
- Authorize and approve the Coroner & Deputy Coroner to travel in January to mandatory Training, January 18-20, 2023 in Jackson, MS
- Authorize and approve the Board of Supervisors, Chancery Clerk, County Engineer, and County Attorney, to travel to MAS Mid-Winter conference in Jackson, January 24-27, 2023
- Authorize and approve payment of pay request No. 1 in the amount of \$28,692.57, for engineering fees on the Beasley Overlay Project
- Amy Berry, *Chancery Clerk*
  - Authorize and approve the Clerk to advertise for County Depository Bids:
    - Pursuant to *Section 27-105-305, MS Code of 1972*, change the time period for taking bids on County Depository to every four years
    - Follow the rules and procedures as outlined by the MS State Treasurer's Office
    - All Banks who are registered and in good standing with the MS State Treasurer's office, are eligible to submit a bid, the first Monday meeting in January.
  - Authorize and approve Resolution Commending the Service of the Hon. Thomas B. Storey for his service of 50 years as Youth Court Judge for the 14<sup>th</sup> Chancery Court District in Clay County MS
  - Authorize and approve the Chancery Clerk's Justice Court Funds Affidavit for November 2022
  - Commissioner Caldwell travel schedule
- Amendments
- Other Business
- Request to go into Executive Session regarding prospective, purchase and leasing of lands as authorized under Section 25-41-7, of the *Mississippi Code of 1972*
- Recess until Thursday, December 8, 2022, at the Clay County Courthouse, at 9:00 a.m.

**AMMENDMENTS:**

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# EXHIBIT B

CLAY COUNTY  
CLAIMS SUMMARY FOR: 12/2022  
FOR THE PERIOD ENDED DECEMBER 05, 2022

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CLAIM #	VENDOR NAME	AMOUNT
1808	LANN CHEMICAL	57.05
1810	SUNFLOWER STORE	156.00
1811	SUNFLOWER STORE	156.00
1812	US FOOD SERVICE	1857.00
1813	GUEST BODY SHOP, LLC	1000.00
1814	UNITED STATES K-9 UNLIMITED,	825.00
1815	JACKSON BLUEPRINT & SUPPLY INC	508.98
1816	CHRIS STRAWBRIDGE ROOFING	2060.00
1817	LOWE'S HOME CENTER, INC.	186.04
1818	ABSOLUTE PRINT SOLUTIONS	179.50
1823	MAGNOLIA BOTTLED WATER CO.	45.00
1824	CASH & CARRY CLEANERS	20.00
1825	CASH & CARRY CLEANERS	30.00
1830	BILLY MILLER	206.20
1834	CASH & CARRY CLEANERS	30.00
1835	CASH & CARRY CLEANERS	20.00
1836	AIRGAS SOUTH	258.43
1837	DELTA COMPUTER SYSTEMS, INC	1290.00
1839	MS STATE UNIV. EXTENSION SERV	1454.98
1840	LANN CHEMICAL	275.20
1841	QUILL CORPORATION	30.58
1844	FUELMAN-SHERIFF	1809.65
1845	FUELMAN-DC	47.60
1847	FUELMAN-SHERIFF	1872.48
1848	SHRED MANAGERS	70.00
1849	DATA SYSTEMS MANAGEMENT, INC	5487.65
1850	JT RAY COMPANY	98.81
1851	JT RAY COMPANY	163.81
1852	JT RAY COMPANY	176.48
1853	JT RAY COMPANY	151.19
1854	JT RAY COMPANY	158.66
1855	JT RAY COMPANY	231.72
1859	J E VANCE & COMPANY, PA	15000.00
1860	MELISSA GRIMES	45.00
1861	GUEST BODY SHOP, LLC	125.00
1862	LANN CHEMICAL	236.50
1863	LANN CHEMICAL	456.40
1864	QUILL CORPORATION	153.14
1865	QUILL CORPORATION	51.99
1866	QUILL CORPORATION	9.69
1867	QUILL CORPORATION	202.91
1868	QUILL CORPORATION	27.39
1869	QUILL CORPORATION	302.73
1870	SOUTHERN PIPE & SUPPLY CO.	110.20
1871	ALLMOND PRINTING	95.00

1873 CITY OF WEST POINT	1017.62
1874 CITY OF WEST POINT	205.27
1875 CITY OF WEST POINT	2267.44
1876 WEST POINT SCHOOLS	6235.44
1877 WEST POINT SCHOOLS	564.49

CLAY COUNTY

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CLAIM #	VENDOR NAME	AMOUNT
1878	WEST POINT SCHOOLS	2798.46
1886	CAPITAL ONE	479.00
1888	SOUTHERN TELECOMMUNICATIONS	45.47
1889	R J YOUNG COMPANY	90.23
1890	R J YOUNG COMPANY	165.26
1891	SYSCO FOOD SERVICES, INC.	1905.45
1892	CLAY COUNTY CO-OP	46.50
1893	CAPITAL ONE	36.21
1894	GEORGE'S TIRE SERVICE	20.00
1895	LANN CHEMICAL	228.20
1896	CAPITAL ONE	365.44
1897	CAPITAL ONE	164.00
1898	CAPITAL ONE	212.40
1899	QUILL CORPORATION	69.58
1900	M & R PROTECTIVE SYSTEM	560.00
1901	STRICKLAND COMPANIES	43.00
1902	QUILL CORPORATION	155.90
1903	QUILL CORPORATION	59.97
1904	QUILL CORPORATION	133.99
1905	ABSOLUTE PRINT SOLUTIONS	2450.87
1906	PHILLIP'S HARDWARE	2071.88
1907	QUILL CORPORATION	128.55
1908	QUILL CORPORATION	34.58
1909	SOUTHERN TELECOMMUNICATIONS	644.22
1910	FRANKLIN TELEPHONE COMPANY	2850.74
1911	MS CORONER ASSOCIATION	400.00
1912	MS CORONER ASSOCIATION	500.00
1913	TIM DOSS	13.13
1917	CITY WATER & LIGHT DEPT.	1651.94
1918	CITY WATER & LIGHT DEPT.	401.47
1921	FUELMAN-SHERIFF	1443.59
1922	FUELMAN-MX	72.72
1923	FOUR-COUNTY ELEC POWER ASSN	73.00
1924	FOUR-COUNTY ELEC POWER ASSN	122.00
1925	FOUR-COUNTY ELEC POWER ASSN	75.00
1926	FOUR-COUNTY ELEC POWER ASSN	36.00
1927	FOUR-COUNTY ELEC POWER ASSN	58.00
1928	FOUR-COUNTY ELEC POWER ASSN	36.00
1929	M & M IMAGING LLC	1190.00
1931	H. SCOTT ROSS	350.00

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1932	AMY G. BERRY - FEES	156.00
1940	QUILL CORPORATION	231.15
1941	QUILL CORPORATION	245.55
1942	CLAY COUNTY MEDICAL CENTER	599.74
1943	H. D. POSEY, D.D.S.	278.48
1944	CITY WATER & LIGHT DEPT.	563.69
1945	CITY WATER & LIGHT DEPT.	194.96
1946	CITY WATER & LIGHT DEPT.	119.66
1948	COMCAST CABLE	166.92
1953	JEREMY HARPOLE	300.00
1954	S.E. CHICKASAW WATER ASSOC.	40.00
1957	MRH MEDICAL GROUP, WP	160.00

CLAY COUNTY

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CLAIM #	VENDOR NAME	AMOUNT
1958	AMY G. BERRY - FEES	26.00
1960	CASH & CARRY CLEANERS	30.00
1961	CASH & CARRY CLEANERS	20.00
1962	PITNEY BOWES GLOBAL FINANCIAL	578.28
1963	TOTAL LAWN CARE	395.00
1964	MCBRAYER QUICK LUBE	94.95
1965	MCBRAYER QUICK LUBE	78.00
1966	BROOKS-JEFFREY MARKETING INC.	94.01
1967	JIM'S AUTO PARTS, WEST POINT	672.78
1968	LANN CHEMICAL	216.00
1969	COLUMBUS FENCE CO.	2675.00
1970	PHILLIP'S HARDWARE	1424.27
1971	BOARDTOWN ENGRAVING	100.00
1972	REDWOOD TOXICOLOGY LABORATORY	3590.00
1974	QUILL CORPORATION	11.18
1975	LANN CHEMICAL	285.48
1976	STRICKLAND COMPANIES	145.70
1978	QUILL CORPORATION	192.90
1979	QUILL CORPORATION	47.97
1980	KIRK AUTO WORLD, INC.	927.00
1983	KIRK AUTO WORLD, INC.	1394.40
1984	JIM'S AUTO PARTS, WEST POINT	443.59
1985	JIM'S AUTO PARTS, WEST POINT	62.50-
1986	AUTOZONE LLC	276.56
1987	SUNFLOWER STORE	156.00
1989	US FOOD SERVICE	1458.00
1990	CAPITAL ONE	275.26
1993	H. D. POSEY, D.D.S.	278.48
1994	AUTO-CHLOR SYSTEMS	227.40
1995	AUTO-CHLOR SYSTEMS	226.95
1997	MCBRAYER QUICK LUBE	57.00
1998	MCBRAYER QUICK LUBE	73.95
1999	MCBRAYER QUICK LUBE	50.00

2000	MCBRAYER QUICK LUBE	73.00
2001	A-1 CLEANING SERVICE	1500.00
2002	CASH & CARRY CLEANERS	30.00
2003	CASH & CARRY CLEANERS	20.00
2004	JT RAY COMPANY	248.08
2005	JT RAY COMPANY	156.90
2006	JT RAY COMPANY	101.85
2007	JT RAY COMPANY	195.98
2008	JT RAY COMPANY	165.06
2009	JT RAY COMPANY	149.10
2011	AT&T	73.49
2012	COMCAST CABLE	228.18
2013	GALLOWAY-CHANDLER-MCKINNEY	196.00
2014	GOLDEN TRIANGLE WATER	32.50
2018	ADMINISTRATIVE OFFICE OF COURT	7686.88
2019	C SPIRE WIRELESS	220.00
2020	PRYOR & MORROW ARCHITECTS	12000.00
2021	QUILL CORPORATION	23.29-
2022	QUILL CORPORATION	66.13

CLAY COUNTY

CLAIMS SUMMARY FOR: 12/2022

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CLAIM #	VENDOR NAME	AMOUNT
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2028	SE MAP SOLUTIONS, INC.	395.00
2029	U. S. POSTMASTER	108.00
2031	SILOAM WATER DISTRICT	25.00
2032	SILOAM WATER DISTRICT	25.00
2033	SILOAM WATER DISTRICT	25.00
2114	CALVERT-SPRADLING ENGINEERS	1792.50
2115	CARDMEMBER SERVICE	477.50
2116	CARDMEMBER SERVICE	522.44
2117	CARDMEMBER SERVICE	67.19
2161	C SPIRE WIRELESS	740.00
2162	MAGNOLIA BUSINESS SYSTEMS, INC	153.45
2163	MAGNOLIA BUSINESS SYSTEMS, INC	156.02
2164	MAGNOLIA BUSINESS SYSTEMS, INC	166.91
2165	MAGNOLIA BUSINESS SYSTEMS, INC	245.02
2166	MAGNOLIA BUSINESS SYSTEMS, INC	275.78
2167	MAGNOLIA BUSINESS SYSTEMS, INC	136.96
2168	MAGNOLIA BUSINESS SYSTEMS, INC	85.14
2169	MAGNOLIA BUSINESS SYSTEMS, INC	189.69
2170	MAGNOLIA BUSINESS SYSTEMS, INC	237.43
2173	NORTHEAST EXTERMINATING LLC	40.00
2174	MISS. ASSOC. OF SUPERVISORS	900.00
2180	QUILL CORPORATION	570.77
2181	REFRIGERATION SUPPLY COMPANY	1261.00
2182	ATMOS ENERGY	180.98
2183	ATMOS ENERGY	55.37
2184	ATMOS ENERGY	620.46

2185	ELECTION SYSTEMS & SOFTWARE	3962.00
2186	CALVERT-SPRADLING ENGINEERS	53.75
2187	SHI	860.98
2189	RWJ CONSULTING, LLC	733.65
2190	COMCAST CABLE	223.70
2191	COMCAST CABLE	153.25
2193	ALLIANCE HEALTH CENTER	18000.00
2197	FOUR-COUNTY ELEC POWER ASSN	37.00
2198	FOUR-COUNTY ELEC POWER ASSN	42.00
2199	FOUR-COUNTY ELEC POWER ASSN	33.79
2200	FOUR-COUNTY ELEC POWER ASSN	67.00
2201	FOUR-COUNTY ELEC POWER ASSN	150.00
2202	FOUR-COUNTY ELEC POWER ASSN	52.00
2203	FOUR-COUNTY ELEC POWER ASSN	48.00
2205	FOUR-COUNTY ELEC POWER ASSN	54.00
2206	FOUR-COUNTY ELEC POWER ASSN	50.00
2207	FOUR-COUNTY ELEC POWER ASSN	212.00
2210	MCBRAYER QUICK LUBE	47.00
2211	MCBRAYER QUICK LUBE	78.00
2214	LEXIS NEXIS RISK DATA MNGTMENT	657.65
2216	DELTA COMPUTER SYSTEMS, INC	1290.00
2217	U S NETWORKX	165.00
2218	TEC	28.74
2219	U. S. POSTMASTER	108.00
2220	KRISTEN WOOD WILLIAMS, PLLC	150.00
2221	KRISTEN WOOD WILLIAMS, PLLC	150.00

VOIDED

CLAY COUNTY

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CLAIM #	VENDOR NAME	AMOUNT
2222	CLARISSA N. HARRIS	1275.00
2224	MS INDUSTRIAL WASTE DISPOSAL	139.00
2225	MS INDUSTRIAL WASTE DISPOSAL	189.00
2226	MS INDUSTRIAL WASTE DISPOSAL	139.00
2228	LOWNDES COUNTY JUVENILE	200.00
2231	FUELMAN-DC	45.87
2236	BANK OF COMMERCE	3462.96
2238	BANCORP SOUTH	4347.01
2240	FUELMAN-SHERIFF	1899.40
2241	HWY 50 NURSERY	150.00
2242	QUILL CORPORATION	105.99
2243	QUILL CORPORATION	102.96
2244	ELECTION SYSTEMS & SOFTWARE	748.34
2245	ELECTION SYSTEMS & SOFTWARE	110.00
2247	CMI, INC.	450.00
2248	MELISSA GRIMES	45.00
2249	IAAO - MS CHAPTER	10.00
2250	AMAZING CATERING SERVICE	200.00
2251	CASH & CARRY CLEANERS	20.00

2252 CASH & CARRY CLEANERS	30.00
2253 U. S. POSTMASTER	108.00
2254 KRISTEN WOOD WILLIAMS, PLLC	600.00
2255 MARLIN M STEWART III	350.00
2256 MARLIN M STEWART III	350.00
2257 AMY G. BERRY - FEES	156.00
2258 AMY G. BERRY - FEES	156.00
2259 AMY G. BERRY - FEES	156.00
2260 NORTHEAST EXTERMINATING LLC	25.00
2261 NORTHEAST EXTERMINATING LLC	45.00
2262 NORTHEAST EXTERMINATING LLC	40.00
2263 NORTHEAST EXTERMINATING LLC	75.00
2264 NORTHEAST EXTERMINATING LLC	40.00
2265 NORTHEAST EXTERMINATING LLC	75.00
2266 NORTHEAST EXTERMINATING LLC	75.00
2267 NORTHEAST EXTERMINATING LLC	75.00
2268 NORTHEAST EXTERMINATING LLC	40.00
2269 NORTHEAST EXTERMINATING LLC	25.00
2270 NORTHEAST EXTERMINATING LLC	40.00
2271 NORTHEAST EXTERMINATING LLC	45.00
2272 NORTHEAST EXTERMINATING LLC	45.00
2273 NORTHEAST EXTERMINATING LLC	75.00
2274 NORTHEAST EXTERMINATING LLC	75.00
2275 NORTHEAST EXTERMINATING LLC	40.00
2276 NORTHEAST EXTERMINATING LLC	45.00
2277 NORTHEAST EXTERMINATING LLC	25.00
2278 NORTHEAST EXTERMINATING LLC	40.00
2279 NORTHEAST EXTERMINATING LLC	45.00
2280 MARLIN M STEWART III	675.00
2281 MARLIN M STEWART III	637.50
2282 MARLIN M STEWART III	750.00
2283 MARLIN M STEWART III	525.00
2285 LEXIS NEXIS RISK DATA MNGTMENT	643.65

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CLAIM #	VENDOR NAME	AMOUNT
2286	ATMOS ENERGY	324.18
2287	ATMOS ENERGY	199.51
2288	DEBBIE DICHARA	105.00
2338	DIVERSIFIED COMPANIES, LLC	719.62
2340	DAILY TIMES LEADER	374.00
2341	MS AUDIO LLC	8392.04
2342	TANYA WEST	500.00
2343	SUSAN LIPPINCOTT	126.84
2344	VICKI RAY	80.01
2345	ANNIE HINES-GOODE	867.11
2346	TRAVELERS	3707.70
2348	AMAZING CATERING SERVICE	300.00

\*\*\* FUND TOTALS \*\*\* 001 GENERAL COUNTY 184996.40  
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CLAIM # VENDOR NAME AMOUNT

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1981 MOTOROLA SOLUTIONS, INC. 7089.00

\*\*\* FUND TOTALS \*\*\* 012 FORFEITURE FUND (SHERIFF) 7089.00  
CLAY COUNTY PAGE 8  
CLAIMS SUMMARY FOR: 12/2022 APCSCPR  
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CLAIM # VENDOR NAME AMOUNT

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1950 SANDERS & ASSOCIATES 1000.00  
1951 SANDERS & ASSOCIATES 2100.00  
1952 SANDERS & ASSOCIATES 6000.00

\*\*\* FUND TOTALS \*\*\* 013 UTILIZATION 9100.00  
CLAY COUNTY PAGE 9  
CLAIMS SUMMARY FOR: 12/2022 APCSCPR  
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CLAIM # VENDOR NAME AMOUNT

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1809 N.MS. COCA COLA BOTTLING CO. 2280.00  
1947 COMCAST CABLE 99.44  
1977 CAPITAL ONE 459.20  
1988 CLAY COUNTY CO-OP 191.35  
1991 CAPITAL ONE 279.00  
1992 CAPITAL ONE 77.26  
1996 EDGAR ROWAN BULLOCK 750.00  
2192 COMCAST CABLE 110.19

\*\*\* FUND TOTALS \*\*\* 040 SHERIFF'S INMATE CANTEEN 4246.44  
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CLAIMS SUMMARY FOR: 12/2022 APCSCPR  
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CLAIM # VENDOR NAME AMOUNT

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2347 HEARD COMPUTER SERVICES, LLC 4116.15

\*\*\* FUND TOTALS \*\*\* 050 E911 NOTE PROCEEDS 4116.15  
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CLAIM # VENDOR NAME AMOUNT

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1838 SHI 1316.80  
1887 SOUTHERN TELECOMMUNICATIONS 522.90  
1949 XEROX CORPORATION 49.22  
1959 ESRI 707.00  
2010 BELL SOUTH / ATT 3466.00  
2188 AT&T 107.00  
2233 HANCOCK BANK 2866.94



2234 BANK OF COMMERCE 3857.27  
2284 C SPIRE WIRELESS 1016.00  
\*\*\* FUND TOTALS \*\*\* 097 E911 FUND  
CLAY COUNTY  
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13909.13  
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CLAIM # VENDOR NAME AMOUNT

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1833 WEST GROUP PAYMENT CENTER 436.30

\*\*\* FUND TOTALS \*\*\* 104 LAW LIBRARY  
CLAY COUNTY  
CLAIMS SUMMARY FOR: 12/2022  
FOR THE PERIOD ENDED DECEMBER 05, 2022

436.30  
PAGE 13  
APCSCPR

CLAIM # VENDOR NAME AMOUNT

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2237 MS DEVELOPMENT AUTHORITY 1386.57

\*\*\* FUND TOTALS \*\*\* 114 VOLUNTEER FIRE DEPARTMENT  
CLAY COUNTY  
CLAIMS SUMMARY FOR: 12/2022  
FOR THE PERIOD ENDED DECEMBER 05, 2022

1386.57  
PAGE 14  
APCSCPR

CLAIM # VENDOR NAME AMOUNT

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2232 MS DEVELOPMENT AUTHORITY 2993.38

\*\*\* FUND TOTALS \*\*\* 116 INSURANCE REBATE MONIES  
CLAY COUNTY  
CLAIMS SUMMARY FOR: 12/2022  
FOR THE PERIOD ENDED DECEMBER 05, 2022

2993.38  
PAGE 15  
APCSCPR

CLAIM # VENDOR NAME AMOUNT

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1879 CARQUEST AUTO PARTS, INC. 277.65

1880 CARQUEST AUTO PARTS, INC. 30.49

1882 CARQUEST AUTO PARTS, INC. 92.72

1883 CARQUEST AUTO PARTS, INC. 188.41

\*\*\* FUND TOTALS \*\*\* 151 DISTRICT 1 ROAD  
CLAY COUNTY  
CLAIMS SUMMARY FOR: 12/2022  
FOR THE PERIOD ENDED DECEMBER 05, 2022

589.27  
PAGE 16  
APCSCPR

CLAIM # VENDOR NAME AMOUNT

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1819 JIM'S AUTO PARTS, WEST POINT 4.30

1820 JIM'S AUTO PARTS, WEST POINT 55.63

1821 HWY 50 AUTO SERVICE 250.00

1872 THE DIESEL CLINIC, LLC 938.04

1885 JIM'S AUTO PARTS, WEST POINT 42.49

1914 PHILLIP'S HARDWARE 41.77

1930 GEORGE'S TIRE SERVICE 20.40

1939 CITY WATER & LIGHT DEPT. 35.00

2196 GOLDEN TRIANGLE WATER 58.18

2212 APAC-MISSISSIPPI, INC. 547.68

2213 APAC-MISSISSIPPI, INC. 553.56

2223	FOUR-COUNTY ELEC POWER ASSN	343.00
2227	MS INDUSTRIAL WASTE DISPOSAL	137.37
2246	FOUR-COUNTY ELEC POWER ASSN	46.80

\*\*\* FUND TOTALS \*\*\* 152 DISTRICT 2 ROAD

3074.22  
PAGE 17  
APCSCPR

CLAY COUNTY  
CLAIMS SUMMARY FOR: 12/2022  
FOR THE PERIOD ENDED DECEMBER 05, 2022

CLAIM #	VENDOR NAME	AMOUNT
2071	PHILLIP'S HARDWARE	29.82
2072	SILLOAM WATER DISTRICT	25.00
2073	PHILLIP'S HARDWARE	33.66
2074	PHILLIP'S HARDWARE	20.95
2075	CHICKASAW EQUIPMENT CO.	142.40
2076	GRAY'S TIRE SERVICE	433.80
2077	GRAY'S TIRE SERVICE	222.35
2078	GRAY'S TIRE SERVICE	90.00
2079	TERRY'S GARAGE AND REPAIR	492.14
2081	CARQUEST AUTO PARTS, INC.	43.27
2082	JIM'S TIRE COMPANY	20.00
2083	STARKVILLE L.P. GAS CO.	357.97
2195	CLAY COUNTY CO-OP	52.38
2289	CARQUEST AUTO PARTS, INC.	4.95
2290	FOUR-COUNTY ELEC POWER ASSN	76.00
2291	FOUR-COUNTY ELEC POWER ASSN	46.80
2294	PHILLIP'S HARDWARE	20.95

\*\*\* FUND TOTALS \*\*\* 153 DISTRICT 3 ROAD

2112.44  
PAGE 18  
APCSCPR

CLAY COUNTY  
CLAIMS SUMMARY FOR: 12/2022  
FOR THE PERIOD ENDED DECEMBER 05, 2022

CLAIM #	VENDOR NAME	AMOUNT
2023	PHEBA QUICK STOP	434.66
2024	CARQUEST AUTO PARTS, INC.	451.06
2025	CARQUEST AUTO PARTS, INC.	80.97
2026	PHEBA'S DINER	515.90
2027	MCKEE'S KWIK STOP	33.89
2110	GRAY'S TIRE SERVICE	567.42
2111	GRAY'S TIRE SERVICE	567.42
2112	GRAY'S TIRE SERVICE	426.39
2113	GRAY'S TIRE SERVICE	217.58
2175	RED BUD SUPPLY INC	470.34
2176	J P'S EQUIPMENT	75.00
2177	SUN CREEK WATER ASSN.	20.00
2178	JIM'S AUTO PARTS, WEST POINT	67.98
2179	JIM'S AUTO PARTS, WEST POINT	43.75
2329	FOUR-COUNTY ELEC POWER ASSN	46.80
2330	FOUR-COUNTY ELEC POWER ASSN	202.00
2332	APAC-MISSISSIPPI, INC.	1081.50
2335	APAC-MISSISSIPPI, INC.	2141.79

\*\*\* FUND TOTALS \*\*\* 155 DISTRICT 5 ROAD  
 CLAY COUNTY  
 CLAIMS SUMMARY FOR: 12/2022  
 FOR THE PERIOD ENDED DECEMBER 05, 2022

7444.45  
 PAGE 19  
 APCSCPR

CLAIM #	VENDOR NAME	AMOUNT
1881	CARQUEST AUTO PARTS, INC.	36.00
2034	SUNFLOWER STORE	19.26
2035	SUNFLOWER STORE	19.26
2036	SUNFLOWER STORE	9.16
2037	SUNFLOWER STORE	30.64
2038	SUNFLOWER STORE	19.26
2039	SUNFLOWER STORE	25.68
2040	SUNFLOWER STORE	19.26
2041	SUNFLOWER STORE	33.93
2042	SUNFLOWER STORE	19.26
2043	SUNFLOWER STORE	28.67
2044	SUNFLOWER STORE	28.42
2045	SUNFLOWER STORE	24.76
2046	SUNFLOWER STORE	28.43
2047	SUNFLOWER STORE	25.68
2048	SUNFLOWER STORE	38.52
2049	SUNFLOWER STORE	19.26
2050	SUNFLOWER STORE	22.24
2051	SUNFLOWER STORE	23.73
2052	SUNFLOWER STORE	19.26
2053	SUNFLOWER STORE	19.26
2054	SUNFLOWER STORE	19.26
2055	SUNFLOWER STORE	20.75
2056	SUNFLOWER STORE	19.26
2084	WARREN PAVING	735.00
2085	GEORGE'S TIRE SERVICE	51.00
2086	WATERS TRUCK & TRACTOR CO., INC	1991.92
2087	AUTOZONE LLC	78.78
2088	PHILLIP'S HARDWARE	23.55
2089	PHILLIP'S HARDWARE	41.90
2090	SOUTHERN TELECOMMUNICATIONS	46.39
2091	FUELMAN D1	340.42
2092	FUELMAN D1	439.61
2093	CITY WATER & LIGHT DEPT.	30.96
2094	O'REILLY AUTO PARTS	152.41
2095	RACKLEY OIL COMPANY, INC	4254.60
2096	COLD MIX, INC.	2847.34
2097	PHILLIP'S HARDWARE	2.99
2098	FUELMAN D1	117.77
2099	ARAMARK UNIFORM SERVICES INC	36.72
2100	CLAY COUNTY CO-OP	97.00
2101	JIM'S AUTO PARTS, WEST POINT	29.99
2102	PHILLIP'S HARDWARE	27.96
2208	MCBRAYER QUICK LUBE	50.00

2209	MCBRAYER QUICK LUBE	50.00
2229	FUELMAN D1	213.58
2314	APAC-MISSISSIPPI, INC.	2568.51
2315	WARREN PAVING	347.62
2316	PRESTON DOBBS TRUCKING AND	616.00
2317	APAC-MISSISSIPPI, INC.	525.21
2318	APAC-MISSISSIPPI, INC.	1558.20
2319	FOUR-COUNTY ELEC POWER ASSN	133.00

CLAY COUNTY

CLAIMS SUMMARY FOR: 12/2022

FOR THE PERIOD ENDED DECEMBER 05, 2022

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APCSCPR

CLAIM #	VENDOR NAME	AMOUNT
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2320	FOUR-COUNTY ELEC POWER ASSN	46.80
2321	CARQUEST AUTO PARTS, INC.	26.97
2322	CARQUEST AUTO PARTS, INC.	68.95
2323	CARQUEST AUTO PARTS, INC.	199.60
2324	CARQUEST AUTO PARTS, INC.	32.15
2325	CARQUEST AUTO PARTS, INC.	23.39
2326	CARQUEST AUTO PARTS, INC.	40.98
2327	CARQUEST AUTO PARTS, INC.	188.82
2328	CARQUEST AUTO PARTS, INC.	142.89
2337	CARQUEST AUTO PARTS, INC.	77.79

\*\*\* FUND TOTALS \*\*\* 161 DISTRICT 1 BRIDGE

CLAY COUNTY

CLAIMS SUMMARY FOR: 12/2022

FOR THE PERIOD ENDED DECEMBER 05, 2022

18825.98

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APCSCPR

CLAIM #	VENDOR NAME	AMOUNT
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1831	GEORGE'S TIRE SERVICE	20.40
1843	WADE, INC.	1307.03
1884	JIM'S AUTO PARTS, WEST POINT	223.92
1933	THE DIESEL CLINIC, LLC	1575.07
1934	BEST WADE PETROLEUM, INC.	2874.16
1935	PHILLIP'S HARDWARE	179.98
1936	J P'S EQUIPMENT	300.00
1937	WARREN PAVING	243.04
1938	WARREN PAVING	248.10

\*\*\* FUND TOTALS \*\*\* 162 DISTRICT 2 BRIDGE

CLAY COUNTY

CLAIMS SUMMARY FOR: 12/2022

FOR THE PERIOD ENDED DECEMBER 05, 2022

6971.70

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APCSCPR

CLAIM #	VENDOR NAME	AMOUNT
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2080	TERRY'S GARAGE AND REPAIR	6.55
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\*\*\* FUND TOTALS \*\*\* 163 DISTRICT 3 BRIDGE

CLAY COUNTY

CLAIMS SUMMARY FOR: 12/2022

FOR THE PERIOD ENDED DECEMBER 05, 2022

6.55

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APCSCPR

CLAIM #	VENDOR NAME	AMOUNT
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556

2103 STARKVILLE L.P. GAS CO.	548.52
2104 AUTOZONE LLC	129.00
2105 ARAMARK UNIFORM SERVICES INC	34.32
2106 ARAMARK UNIFORM SERVICES INC	34.32
2107 PHILLIP'S HARDWARE	6.99
2108 ARAMARK UNIFORM SERVICES INC	34.32
2109 SILOAM WATER DISTRICT	25.00
2308 FOUR-COUNTY ELEC POWER ASSN	46.80
2309 PHILLIP'S HARDWARE	130.75
2310 FOUR-COUNTY ELEC POWER ASSN	161.00
2311 FOUR-COUNTY ELEC POWER ASSN	33.79
2312 FOUR-COUNTY ELEC POWER ASSN	79.51
2313 B & M PAVING COMPANY, INC.	2000.00

\*\*\* FUND TOTALS \*\*\* 164 DISTRICT 4 BRIDGE

3264.32

CLAY COUNTY

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CLAIMS SUMMARY FOR: 12/2022

APCSCPR

FOR THE PERIOD ENDED DECEMBER 05, 2022

CLAIM #	VENDOR NAME	AMOUNT
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2160 CHICKASAW EQUIPMENT CO.	5527.76
2331 HANCOCK BANK	1867.01
2333 APAC-MISSISSIPPI, INC.	2134.44
2334 APAC-MISSISSIPPI, INC.	2129.82
2336 APAC-MISSISSIPPI, INC.	1609.44

\*\*\* FUND TOTALS \*\*\* 165 DISTRICT 5 BRIDGE

13268.47

CLAY COUNTY

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CLAIMS SUMMARY FOR: 12/2022

APCSCPR

FOR THE PERIOD ENDED DECEMBER 05, 2022

CLAIM #	VENDOR NAME	AMOUNT
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2060 B & M PAVING COMPANY, INC.	9016.80
2061 B & M PAVING COMPANY, INC.	6560.00
2062 APAC-MISSISSIPPI, INC.	27681.78
2063 APAC-MISSISSIPPI, INC.	24995.10
2064 APAC-MISSISSIPPI, INC.	1601.46
2065 APAC-MISSISSIPPI, INC.	2147.67
2066 APAC-MISSISSIPPI, INC.	2098.11
2067 APAC-MISSISSIPPI, INC.	1612.17
2068 WARREN PAVING	15462.16
2069 ROGERS GROUP, INC	1875.62
2070 RACKLEY OIL COMPANY, INC	7508.70
2239 ERGON ASPHALT & EMULSIONS	10498.97
2292 PRESTON DOBBS TRUCKING AND	308.00
2293 H & R AGRI-POWER	2096.87
2295 APAC-MISSISSIPPI, INC.	1569.54
2296 APAC-MISSISSIPPI, INC.	991.51
2297 APAC-MISSISSIPPI, INC.	1628.97
2298 APAC-MISSISSIPPI, INC.	1098.09
2299 APAC-MISSISSIPPI, INC.	2118.69

2300 APAC-MISSISSIPPI, INC.	2073.54	
2301 APAC-MISSISSIPPI, INC.	506.52	
2302 APAC-MISSISSIPPI, INC.	1543.29	
2303 APAC-MISSISSIPPI, INC.	5954.76	
2304 APAC-MISSISSIPPI, INC.	72798.42	
2305 APAC-MISSISSIPPI, INC.	3033.48	
2306 APAC-MISSISSIPPI, INC.	1592.85	
2307 APAC-MISSISSIPPI, INC.	29749.32	
*** FUND TOTALS *** 183 D-3 CONSTRUCTION - ARPA FUNDS		238122.39
CLAY COUNTY		PAGE 26
CLAIMS SUMMARY FOR: 12/2022		APCSCPR
FOR THE PERIOD ENDED DECEMBER 05, 2022		
CLAIM # VENDOR NAME	AMOUNT	
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2339 ROGERS GROUP, INC	28316.95	
*** FUND TOTALS *** 362 DIST 2 R & B CONSTRUCTION USE TAX - B & I		28316.95
CLAY COUNTY		PAGE 27
CLAIMS SUMMARY FOR: 12/2022		APCSCPR
FOR THE PERIOD ENDED DECEMBER 05, 2022		
CLAIM # VENDOR NAME	AMOUNT	
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1822 PHILLIP'S HARDWARE	6.98	
1826 TIPTON'S TRUCK REPAIR LLC	208.00	
1827 TIPTON'S TRUCK REPAIR LLC	359.00	
1828 TIPTON'S TRUCK REPAIR LLC	177.37	
1829 TIPTON'S TRUCK REPAIR LLC	844.10	
1832 PHILLIP'S HARDWARE	36.87	
1842 COLUMBUS WHOLESALE TIRE	1256.28	
1846 FUELMAN-SAN	1242.61	
1856 PHILLIP'S HARDWARE	8.47	
1857 PHILLIP'S HARDWARE	26.99	
1858 PHILLIP'S HARDWARE	9.98	
1915 PHILLIP'S HARDWARE	10.47	
1916 PHILLIP'S HARDWARE	81.96	
1919 PHILLIP'S HARDWARE	9.98	
1920 FUELMAN-SAN	1104.15	
1955 NORTH END PLAZA	115.43	
1956 FUELMAN-SAN	1192.36	
1973 PHILLIP'S HARDWARE	69.98	
1982 JIM'S AUTO PARTS, WEST POINT	335.99	
2015 TIPTON'S TRUCK REPAIR LLC	177.00	
2016 TIPTON'S TRUCK REPAIR LLC	859.26	
2017 TIPTON'S TRUCK REPAIR LLC	104.00	
2030 SILOAM WATER DISTRICT	25.00	
2057 SUNFLOWER STORE	10.59	
2058 SUNFLOWER STORE	15.42	
2059 SUNFLOWER STORE	15.42	
2118 SUNFLOWER STORE	19.26	
2119 SUNFLOWER STORE	15.42	
2120 SUNFLOWER STORE	20.34	

2121	SUNFLOWER STORE	12.84
2122	SUNFLOWER STORE	2.58
2123	SUNFLOWER STORE	15.42
2124	SUNFLOWER STORE	15.42
2125	SUNFLOWER STORE	15.42
2126	SUNFLOWER STORE	15.42
2127	SUNFLOWER STORE	12.84
2128	SUNFLOWER STORE	12.84
2129	SUNFLOWER STORE	15.42
2130	SUNFLOWER STORE	15.42
2131	SUNFLOWER STORE	15.42
2132	SUNFLOWER STORE	19.26
2133	SUNFLOWER STORE	12.84
2134	SUNFLOWER STORE	20.92
2135	SUNFLOWER STORE	20.92
2136	SUNFLOWER STORE	15.42
2137	SUNFLOWER STORE	15.42
2138	SUNFLOWER STORE	15.42
2139	SUNFLOWER STORE	15.42
2140	SUNFLOWER STORE	15.42
2141	SUNFLOWER STORE	41.84
2142	SUNFLOWER STORE	15.42
2143	SUNFLOWER STORE	15.42

CLAY COUNTY

CLAIMS SUMMARY FOR: 12/2022

FOR THE PERIOD ENDED DECEMBER 05, 2022

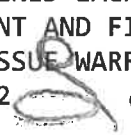
PAGE 28

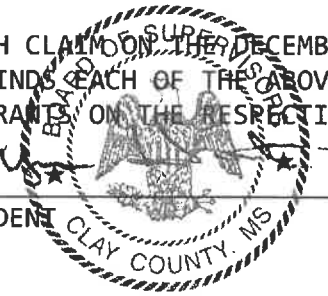
APCSCPR

CLAIM #	VENDOR NAME	AMOUNT
2144	SUNFLOWER STORE	15.42
2145	SUNFLOWER STORE	15.42
2146	SUNFLOWER STORE	10.99
2147	SUNFLOWER STORE	12.84
2148	SUNFLOWER STORE	20.92
2149	SUNFLOWER STORE	19.26
2150	SUNFLOWER STORE	15.42
2151	SUNFLOWER STORE	16.31
2152	SUNFLOWER STORE	12.84
2153	SUNFLOWER STORE	19.26
2154	SUNFLOWER STORE	19.26
2155	SUNFLOWER STORE	20.92
2156	SUNFLOWER STORE	15.42
2157	SUNFLOWER STORE	19.26
2158	SUNFLOWER STORE	18.41
2159	SUNFLOWER STORE	15.42
2171	PHILLIP'S HARDWARE	155.98
2172	PHILLIP'S HARDWARE	27.98
2194	GTR SOLID WASTE MGMT AUTHORITY	4582.41
2204	FOUR-COUNTY ELEC POWER ASSN	58.00
2215	PHILLIP'S HARDWARE	104.98
2230	FUELMAN-SAN	1218.39

2235 BANK OF COMMERCE	2500.31	
*** FUND TOTALS *** 400 SANITATION		17646.86
*** DOCKET TOTALS ***		567916.97

I CERTIFY THAT THE BOARD HAS EXAMINED EACH CLAIM ON THE 05TH DECEMBER, 2023  
DOCKET AND THE BILLS THEY REPRESENT AND FINDS EACH OF THE ABOVE DUE AND  
PAYABLE AND DIRECT THE CLERK TO ISSUE WARRANTS ON THE RESPECTIVE FUNDS.  
THIS THE 05TH DAY OF DECEMBER 2022

  
\_\_\_\_\_  
PRESIDENT CLAY COUNTY, MS





# EXHIBIT C

# RWJ Consulting, LLC

Invoice for: Clay County Floodplain Administration  
November 7, 2022 – December 5, 2022

Clay County Board of Supervisors  
Attn: The Honorable Lynn Horton, President  
P.O. Box 815, West Point, MS 39773

ITEM	<sup>1</sup> HOURS	*MILEAGE	TOTAL
11/21/22 Conference, research, travel, letter Anderson & Young (Roy Moon) 1267 Barton Ferry Road, West Point, MS 39773	1.0 @ \$24.00=\$24.00 1.0 @ \$48.00=\$48.00	See Attachment	\$72.00
12/04/22 Conference, research, travel, letter Pogue, Tiona, (Maggie Roby) Griffith Road, Cedar Bluff, MS 39741	2.0 @ \$24.00=\$48.00 1.0 @ \$48.00=\$48.00	See Attachment	\$96.00
12/04/22 Conference, research, travel, letter Scott, Stephen, 2228 Buster Goode Road, West Point, MS 39773	2.0 @ \$24.00=\$48.00 1.0 @ \$48.00=\$48.00	See Attachment	\$96.00
12/04/22 Conference, research, travel, letter Jermaine Taylor (Vipul Meghat) Highway 46, Cedar Bluff, MS 39741	1.5 @ \$24.00=\$36.00 1.0 @ \$48.00=\$48.00	See Attachment	\$84.00
12/04/22 Annual Membership Association of State Floodplain Managers (ASFPM)	\$175.00	See Attachment	\$175.00
11/07/22 – 12/05/22 Travel, driving time, report, and copies for Board of Supervisors, Tax Assessor, Property Owners	3.0 @ \$24.00=\$72.00 2.0 @ \$48.00=\$96.00	65.6 @ \$0.65= \$42.65 See Attachment	\$210.65
<b>TOTALS</b>	<b>\$691.00</b>	<b>\$42.65</b>	<b>\$733.65</b>

<sup>1</sup> Driving time billed at half technical/research rate. Copies of correspondence, research, and letters are attached.

Respectfully Submitted:



Please mail to: **RWJ Consulting, LLC**  
**P.O. Box 1284**  
**West Point, Mississippi 39773**

CF: Chancery Clerk

RWJ/rj  
Encl as



## Have a Merry Christmas!



## Clay County Floodplain Administrator

*Clay County Administrator*

P.O. Box 815  
West Point, Mississippi 39773  
Phone (662) 494-3124  
Fax (662) 492-4059  
E-mail: [supervisors@claycounty.ms.gov](mailto:supervisors@claycounty.ms.gov)

*Randolph "Randy" Jones, CFM*

December 5, 2022

County Board of Supervisors  
The Honorable Lynn Horton, President  
P.O. Box 815  
West Point, MS 39773

Dear Mr. Horton,

Enclosed you will find my current summary of actions November 7, 2022 through December 5, 2022 and incurred expense as Clay County Floodplain Administrator for consulting, travel, and inspections for the Board of Supervisors' review. I am attaching a detailed invoice for my actions and expenses as well as file copies of correspondence.

Thank you so much for your interest and diligence in attending to issues that protect citizens and property, as well as, saving the tax payers' money.

Sincerely,

Randolph W. Jones, CFM  
Clay County Floodplain Administrator

RWJ/rj

Encl as  
cf. Clay County Chancery Clerk



## *Have a Merry Christmas!*

# EXHIBIT D



2023 Winter Conference Registration Form

Conference Dates: January 18-January 20, 2023

Hilton Garden Inn-Flowood

118 Laurel Park Cove, Flowood, MS 39232

Executive Board Meeting: January 18, 2023 @ 5:00 pm

Early Registration Begins @ 7:00 pm

MSCMEA Members - \$250

Annual MSCMEA Membership - \$200 (If not already paid)

**\*\*\*Conference fees "DO NOT" include lodging\*\*\***

PLEASE COMPLETE THE FORM BELOW & RETURN WITH PAYMENT TO:

MSCMEA Treasurer Pam Boman

1030 CR 105

New Albany, MS 38652

NAME \_\_\_\_\_

WORK PHONE \_\_\_\_\_ CELL PHONE \_\_\_\_\_

E-MAIL \_\_\_\_\_

COUNTY & TITLE \_\_\_\_\_

# EXHIBIT E

TENTATIVE AGENDA

Tuesday, January 24, 2023

1:00 p.m. – 4:00 p.m. Pre-function Area	Registration – <i>Sponsored by Ergon Asphalt &amp; Emulsions</i>
	<b>EDUCATIONAL SESSION:</b>
3:00 p.m. – 4:00 p.m. Junior Ballroom C/D	MAS Certification Program/Upcoming Graduation Ceremony Update – <b>1 EC</b> <i>Derrick Surrette, MAS Executive Director</i>
5:00 p.m. – 7:00 p.m. Grand Ballroom	Legislative Appreciation Reception – <i>Cosponsored by MAS &amp; MAPDD</i>

Wednesday, January 25, 2023

7:30 a.m. – 8:30 a.m. Grand Ballroom	Breakfast - <i>Sponsored by Government Consultants</i>
8:00 a.m. – 11:00 a.m. Pre-function Area	Registration – <i>Sponsored by Raymond James</i>
8:15 a.m. – 11:45 a.m. Grand Ballroom	<b>EDUCATIONAL SESSIONS:</b>
8:15 a.m. – 8:40 a.m.	Welcome/General Assembly Opening <i>Calvin Newsom, MAS President</i> <i>Derrick Surrette, MAS Executive Director</i>
8:40 a.m. – 10:00 a.m.	State Leaders' Forecast of 2023 Legislative Session– <b>1 EC</b> <i>Delbert Hosemann, Lieutenant Governor</i> <i>Tate Reeves, MS Governor</i> <i>Whitney Lipscomb and Misty Monroe, MS Attorney General's Office</i> <i>Philip Gunn, Speaker of the House of Representatives</i>
10:00 a.m. – 10:15 a.m. Pre-function Area	<b>MORNING REFRESHMENTS</b> – <i>Sponsored by MuniGroup</i>
10:15 a.m. – 11:00 a.m. Grand Ballroom	Elections Process – <b>1 EC</b> <i>Michael Watson, MS Secretary of State</i>
11:00 a.m. – 11:45 a.m.	Open Forum with County Affairs Chairs - <b>1 EC</b> <i>Angela Hill, Chair of Senate County Affairs, MS State Senator,</i> <i>Larry Byrd, Chair of House County Affairs, MS State Representative,</i>
11:45 a.m. Grand Ballroom	<b>LUNCHEON</b> - <i>Sponsored by C Spire</i>
1:30 p.m.	State Capitol Visit ( <i>on Your Own</i> )

MISSISSIPPI ASSOCIATION OF SUPERVISORS  
2023 MID-WINTER LEGISLATIVE CONFERENCE  
JANUARY 24-26, 2023 | REFUGE HOTEL & CONFERENCE CENTER



**Thursday, January 26, 2023**

7:30 a.m. – 8:30 a.m. Grand Ballroom	<b>BREAKFAST – <i>Sponsored by TriState Truck Center</i></b>
8:00 a.m. Pre-function Area	<b>Registration – <i>Sponsored by Young Law Group</i></b>
8:15 a.m. – 11:00 a.m. Grand Ballroom	<b>EDUCATIONAL SESSIONS:</b>
8:15 a.m. – 8:30 a.m.	<b>Welcome/General Assembly Opening</b> <i>Calvin Newsom, MAS President</i> <i>Derrick Surrette, MAS Executive Director</i>
8:30 a.m. – 9:15 a.m.	<b>Dos and Don'ts of the Last 6 Months of a Term – 1 CC</b> <i>Tom Chain, MS Office of the State Auditor</i>
9:15 a.m. – 10:00 a.m.	<b>General County Law – 1 CC</b> <i>Sumner Davis, MSU Ext, Head, Center of Gov't &amp; Community Dev</i>
10:00 a.m. – 11:00 a.m.	<b>2023 Legislative Session: Current Actions &amp; Updates– 1 EC</b> <i>Steve Gray, Governmental Affairs Director</i>
11:00 a.m. Pre-function Area	<b>MORNING REFRESHMENTS – <i>Sponsored by Truckworx</i></b> <b>ADJOURN</b>



AFFILIATE GROUP MEETINGS

Tuesday, January 24

- 8:00 a.m. – 5:00 p.m. MS Assn. of County Board Attorneys  
Junior Ballroom A-B
- 2:00 p.m. – 3:00 p.m. MS Association of Planning and Development Districts  
Meeting Room B

Wednesday, January 25

- 8:30 a.m. – 4:00 p.m. MS Assn of County Engineers  
Junior Ballroom D
- 9:00 a.m. – 12:00 p.m. Assn. of County Road Managers  
Junior Ballroom A-B
- 9:00 a.m. – 12:00 p.m. MS Assn. of County Administrators & Comptrollers  
Junior Ballroom C

Thursday, January 26

- 9:00 a.m. – 12:00 p.m. Assn. of County Road Managers  
Junior Ballroom A-B

- ❖ Wifi info  
Login: Bonvoy\_Conference  
Password: JAN2023

**KEY LEGEND:**  
1 EC = 1 Elective Credit  
1 CC = 1 Core Credit

**Coffee Sponsorship:**  
AMR, LifeGuard Ambulance &  
MedStat EMS

# EXHIBIT F

# LETTER OF TRANSMITTAL



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

**Date:** 11/21/2022  
**Job No.:** 222122  
**Attention:** Amy Berry  
**Reference:** Beasley Rd Overlay

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

## WE ARE SENDING YOU

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

COPIES	DESCRIPTION
1	Calvert-Spradling Engineers, Inc. –Invoice #10742
1	Expenditure Report #1

## THESE ARE TRANSMITTED as checked below:

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

## REMARKS:

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

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

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

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

Invoice number 10742  
Date 11/21/2022

Project 222-122 CCBS - BEASLEY ROAD  
OVERLAY

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
01 Preliminary	22,954.05	100.00	0.00	22,954.05	22,954.05
03 Construction	34,431.08	16.67	0.00	5,738.52	5,738.52
Total	57,385.13	50.00	0.00	28,692.57	28,692.57

Invoice total	28,692.57
---------------	-----------

Approved by:

  
Robert L. Calvert

EXPENDITURE REPORT #1

Clay County Board of Supervisors  
for  
Beasley Road Overlay  
CSE# 222122

November 21, 2022

	THIS MONTH	TOTAL TO DATE	BUDGET
Falcon Contracting Co., Inc. Construction	\$ -	\$ -	573,851.34
Engineering Contingencies	28,692.57	28,692.57	57,385.13
TOTAL COST	\$ 28,692.57	\$ 28,692.57	\$ 631,236.47

Funding:  
CCBS \$ 631,236.47

# EXHIBIT G

***NOTICE OF SEALED BID PROPOSALS FOR COUNTY DEPOSITORIES***

WHEREAS, Notice is hereby given that the Clay County Board of Supervisors of Clay County, Mississippi will receive sealed bid proposals until the hour of 9:00 a.m. Tuesday, January 3, 2023 at the Clay County Courthouse, Office of the Chancery Clerk, as located at 365 Court Street, West Point, MS 39773 for the following:

Sealed Bid Proposals from any Banking Institution designated as a Qualified State Depository to facilitate the banking needs on all County Checking Accounts for all County Offices and Departments for the period of January 2, 2023 through Monday, January 5, 2026 for Depository on operating funds and investment funds pursuant to Section 27-105-5, of *the Mississippi Code of 1972 Ann.*

Any interested Banking Institution should contact Amy Berry, Chancery Clerk, at [aberry@claycounty.ms.gov](mailto:aberry@claycounty.ms.gov) or at (662) 494-3124, at the Chancery Clerk's office, to receive a Depository Bid Packet.

SO ORDERED this the 5<sup>th</sup> day of December, 2022.

\_\_\_\_/S/ Lynn Horton\_\_\_\_\_  
LYNN HORTON, PRESIDENT  
BOARD OF SUPERVISORS  
CLAY COUNTY MISSISSIPPI

**ATTEST:**

\_\_\_\_/S/ Amy G. Berry\_\_\_\_\_  
AMY G. BERRY, CHANCERY CLERK  
CLERK OF THE BOARD  
CLAY COUNTY MISSISSIPPI

**Publication dates:**

12/10/2022  
12/17/2022



# **County Depository Bid Process Informational Guide**



This standardized form and informational guide is offered as a convenience to Mississippi public entities and financial institutions. Its use is not required under Mississippi statute. Parties are encouraged to review Section 27-105-5, Mississippi Code Ann. (1972), for state requirements governing depositories. While the Office of the State Treasurer (OST) is pleased to offer assistance in using this standardized form, review of completed forms by OST staff does not constitute approval of the content and the OST makes no warranties or representations as to the completeness or accuracy of the information included therein. In no event will the OST be responsible for damages of any nature whatsoever resulting from the use of or reliance upon the information provided between the public entities and financial institutions using this form. It is recommended to consult with your auditor should you have any questions regarding applicable law or governance related to your specific public entity when performing the depository bid process.

## County Checklist

- ☐ 1. Set a timeline for completing the depository bid process to ensure banking institutions have ample time to review the form and respond by the deadline. *It is recommended to allow a minimum of three (3) weeks for banking institutions to respond.*
- ☐ 2. Download the County Depository Bid Form from the Office of the State Treasurer's website at <https://treasury.ms.gov/wp-content/uploads/2020/06/County-Depository-Bid-Form.pdf>.
  - a. Personalize form by filling in specific county name in the appropriate blanks.
  - b. Under Section 13, complete the "Account Data" section to include statistics about current accounts.
  - c. Complete the "Account Services" section by selecting "Yes", "No", or "Interested" in the drop down box. Complete the "Monthly Average Volume" section by including statistics for each service. *Attach additional account statistics to form if needed before sending to the financial institutions.*
  - d. Add any additional services not listed on the form in the blanks provided under the "Account Services" column.
- ☐ 3. **Required at December Board Meeting:** The Board approves the bid notice. The Board may consider the approval of the bid form in some cases.
- ☐ 4. Determine which banking institutions are a Qualified State Depository by visiting the Office of the State Treasurer's website:  
<https://treasury.ms.gov/for-governments/bond-debt-information/>
- ☐ 5. Publish the "Notice to Bidders" in a local newspaper as required by *MS Code 27-105-305. Counties are required to publish bid notice in a local newspaper once for the initial bidding process.*
- ☐ 6. Send the depository bid packet to local qualified depositories as soon as the Notice to Bidders is published. *It is recommended to email the qualified depositories an electronic version of the bid form to allow the depositories to type in responses.*
  - a. Provide good contact information to banking institutions to assist in the process.
  - b. Direct the banking institutions to use the standardized proposal form and include the required attachments.
  - c. Provide the banking institutions any additional information requested that would be necessary for the institution to offer a qualified bid.
  - d. Time/Date stamp bids upon receipt.

- ☐ 7. **Recommended at the January Board Meeting:** The Board reviews the depository bids, but may also vote to review the bids at a subsequent meeting.
- ☐ 8. Complete the depository bid process when the contract ends or at a minimum of every four (4) years as required by *MS Code 27-105-305*.

## **Governing Law Summary**

**§ 27-105-305. Publication for bids to keep county funds; content of bids; acceptance of bid; election by board of supervisors to submit certain bids to State Treasurer to determine acceptance of bid; authority of State Treasurer upon receipt of bids from board of supervisors.**

The board of supervisors at the regular December 1997 meeting, and annually thereafter or, in the discretion of the board of supervisors, thereafter at such other interval of time as determined by the board of supervisors, but no less frequently than every four (4) years, shall give notice to all financial institutions in its county whose accounts are insured by the Federal Deposit Insurance Corporation (or any successor thereto), by publication, that bids will be received from financial institutions at the following January meeting, or some subsequent meeting, for the privilege of keeping the county funds, or any part thereof, which notice shall refer by name to this article and it shall not be necessary to incorporate in the notice the provisions of this article; and at the January meeting, or a subsequent meeting as may be designated in the notice, as the case may be, the board of supervisors shall receive such bids or proposals as the financial institutions may make for the privilege of keeping the county funds, or any part thereof. The bids or proposals shall designate the kind of security as authorized by law which the financial institutions propose to give as security for funds, and the board shall cause the county funds and all other funds in the hands of the county treasurer to be deposited in the qualified financial institution or qualified institutions proposing the best terms, taking into consideration all material aspects of the proposal, including, but not limited to, net earnings, account costs, costs of transfer of accounts from existing depositories, banking services provided and other service considerations, and meeting the requirements provided in Section 27-105-315, having in view the safety of such funds. However, if a bank submits a bid or offer to the board of supervisors to act as a depository for the county and the bid or offer, if accepted, would result in a contract in which a member of the board of supervisors would have a direct or indirect interest, the board of supervisors may elect to not open or consider any bids received and submit the matter to the State Treasurer. Upon receipt of the bids received from the board of supervisors, the State Treasurer shall open and consider the bids received, select a depository or depositories, make all decisions and take any action within the authority of the board of supervisors under this section relating to the selection of a depository or depositories, including:

- (a) The selecting and opening of accounts;
- (b) Approval of securities;
- (c) The transfer and deposit of funds between depositories; and
- (d) All other related functions.

If the board of supervisors elects to open and consider the bids or offers, it shall not open or consider any bid which, if accepted, would result in a contract in which a member of the board of supervisors would have a direct or indirect interest.

**§ 27-105-307. When no bids submitted; board to readvertise.**

When no bid is made by any qualified financial institution in the county or in the adjoining county to qualify as a depository at the January meeting, the board of supervisors shall re-advertise at some subsequent meeting for a depository and select same, in the manner provided by law.

**§ 27-105-309. When banks in county fail to respond.**

Any county failing to secure a county depository by the advertisement to the qualified financial institutions of the county and of the adjoining counties, shall readvertise at any subsequent meeting of the board of supervisors, and as soon as possible, for bids for a county depository. Such notice shall be published once a week for three (3) weeks in some newspaper published in the county, and in a daily newspaper in Jackson, Mississippi, and shall state that the proposal is open to any qualified financial institution in the state, and that financial institutions outside of the county shall have preference over county financial institutions.

**§ 27-105-311. State Treasurer to aid in selection.**

The clerk of the board of supervisors shall mail a copy of the notice provided for in Section 27-105-309 to the State Treasurer, who shall make efforts to have some qualified financial institution in the state submit bids for such depository.

**§27-105-315. Qualification as depository.**

(1) Any financial institution in a county, or in an adjoining county where there is no financial institution in the county qualifying, whose accounts are insured by the Federal Deposit Insurance Corporation or any successors to that insurance corporation may qualify as a county depository, if the institution qualifies as a public funds depository under Section 27-105-5 or a public funds guaranty pool member under Sections 27-105-5 and 27-105-6. The qualified financial institution shall secure those deposits by placing qualified securities on deposit with the State Treasurer as provided in Section 27-105-5.

(2) Notwithstanding the foregoing, any financial institution whether or not meeting the prescribed ratio requirement whose accounts are insured by the Federal Deposit Insurance Corporation or any successors to that insurance corporation, may receive county funds in an amount not exceeding the amount that is insured by that insurance corporation and may qualify as a county depository to the extent of that insurance.

(3) For purposes of the foregoing subsection (2), a deposit or investment shall be within the amount that is insured by that insurance corporation if the deposit or investment is made on the following conditions:

- (a) The financial institution arranges for the investment of the funds in interest-bearing accounts in one or more banks or savings and loan associations wherever located in the United States, for the account of the public depositor;
- (b) The full amount of the principal and accrued interest of each such interest-bearing account is insured by the Federal Deposit Insurance Corporation;
- (c) The financial institution acts as custodian for the public depositor with respect to the funds invested in the public depositor's account; and
- (d) At the same time that such interest-bearing accounts are invested, the financial institution receives an amount of deposits from customers of other financial institutions located in the United States equal to or greater than the amount of the funds invested by the public depositor through the financial institution.

**§ 27-105-317. Commission of depository**

A county depository must be issued a commission under Section 27-105-11 before receipt of county deposits.

*To access the most current version of the statutes included in this document or to view statutes not listed, please visit <https://www.lexisnexis.com/hottopics/mscode/>.*

## Frequently Asked Questions

### **Am I required to use the standardized bid form when selecting a depository for my county?**

It is highly recommended that you use the form as it was designed to best represent the needs that many counties require from depositories. The form is flexible and can be altered to best fit your needs. It is not required by law to use the form.

### **Are we required to post our bid in the newspaper?**

Yes, you must post your bid in a local newspaper pursuant to *MS Code 27-105-305*. It is recommended to email the forms to possible bidders the same day. This will ensure they have adequate notice and will assist in a faster response.

### **How do I determine which banking institutions are qualified to bid?**

All depositories approved by the Office of the State Treasurer can be found at:

<https://treasury.ms.gov/for-governments/bond-debt-information/>

### **What amount of collateralization is required to cover public deposits held by an approved depository?**

The qualified financial institution shall secure those deposits by placing qualified securities on deposit with the State Treasurer as provided in *MS Code Section 27-105-5*.

COUNTY BID PROPOSAL FORM

TO THE COUNTY OF CLAY COUNTY

We submit the following bid proposal for serving as the deposit for CLAY County for the period beginning January 1, 2023 and ending December 31, 2026 and thereafter until new arrangements shall be made according to law:

1. \_\_\_\_\_ is insured by the Federal Deposit Insurance Corporation or any successors to such insurance corporation.
2. \_\_\_\_\_ has met the primary capital to assets ratio of five and one-half percent (5 1/2%) or more as of June 30, \_\_\_\_\_, and has received certification of such from the State Treasurer. **Please attach commission in response.**
3. \_\_\_\_\_ has \_\_\_\_\_ offices located within \_\_\_\_\_ County, Mississippi. **Please attach in response a list of all branches located in the county. Include address of each branch.**
4. \_\_\_\_\_ has \_\_\_\_\_ employees located within \_\_\_\_\_ County, Mississippi.
5. \_\_\_\_\_ agrees to place on deposit for \_\_\_\_\_ County as security with the State Treasurer, any of the securities eligible for securing of state funds as provided in Section 27-105-5, Mississippi Code Ann. (1972) in an amount at least equal to one hundred five percent (105%) of the maximum sum to be placed on deposit in such financial institution at any one time exclusive of that portion of accounts insured by the Federal Deposit Insurance Corporation, or any successors to such insurance corporation.  
  
Or, \_\_\_\_\_ is a public funds guaranty pool member under sections 27-105-5 and 27-105-6, Mississippi Code Ann. (1972). The qualified financial institution shall secure those deposits by placing qualified securities on deposit with the State Treasurer as provided in Section 27-105-5.
6. \_\_\_\_\_ agrees to execute a Collateral Security Agreement with the county in the form recommended by the State Treasurer of the State of Mississippi for the purpose of complying with Section 1823(e) of FIRREA as necessary to ensure that the county will possess a preferred claim to pledged securities in the event of default by the depository bank. All Collateral Security Agreements will be executed prior to January 1, \_\_\_\_\_.
7. \_\_\_\_\_ agrees to monitor monthly deposits of the county in order to ensure adequate securities are pledged and to provide the county with an annual report listing accounts reported to the State Treasurer.



8. \_\_\_\_\_ agrees to prepare monthly statements beginning with the first day of the month and ending with the last day of the month, showing debits, credits, balances, and sequential listing of cashed checks within five (5) business days of the statement closing date.
9. \_\_\_\_\_ agrees to pay interest on the county's accounts based on a fixed or variable rate. Variable rates shall be equal to the prior month-end U.S. Target Federal Funds Rate plus or minus \_\_\_\_\_ basis points. Current U.S. Target Federal Funds Rate is \_\_\_\_\_.

CURRENT RATES BASED ON ABOVE CALCULATIONS

	<i>Variable</i>	<i>Fixed</i>
<i>DDA Checking Accounts</i>	_____ %	_____ %
<i>Money Market/Savings Accounts</i>	_____ %	_____ %

*Note:* Interest shall be earned on the average daily investable balance.

10. \_\_\_\_\_ agrees to provide earnings allowance on daily county account balances that offset bank service charges. The earnings credit rate (ECR) shall be \_\_\_\_\_ %.
11. \_\_\_\_\_ agrees to, if requested, offer advice on cash management and investment strategies necessary to properly utilize the county's assets.
12. \_\_\_\_\_ agrees to provide the requested information necessary for the completion of the annual audit at no charge to the county or its auditors.
13. \_\_\_\_\_ agrees to allow the county to establish or maintain checking or savings accounts for no charge or minimum charges/fees for deposits credited, checks paid, incoming wire transfers, or returned deposit items. In addition, \_\_\_\_\_ agrees to provide the services listed on the following page at no charge or minimum charge to the county based on account data provided by county and the data listed below:

<i>Account Data</i>	
<i>Average Monthly Ledger Balance</i>	9,538,940,.51
<i>Number of DDA Checking Accounts</i>	20
<i>Number of Savings Accounts</i>	0

Completed By County			Financial Institution's Response	
Account Services	Services Utilized? (Yes/No/Interested)	Monthly Average Volume	Provided at No Charge (Yes or No)	Direct Fee or Service Charge (Indicate Fee or Charge)
Stop Payments	YES	3 TIMES PER YR- EST		
Outgoing Wire Transfers	YES	3 TIMES PER YR - EST		
Incoming Wire Transfers	YES	3 TIMES PER YR- EST		
Night Depository Services	YES	JUSTICE COURT		
Locking Bank Bags	YES	JUSTICE COURT		
Keys for bank night drop	YES	JUSTICE COURT		
Deposit Slips	NO	DAILY DEPOSITS		
Checks	NO	ONLY ON CERT ACCTS		
Re-deposit of returned deposit items at least once	YES			
Research/Statement Reproduction				
Payroll Direct Deposit Services	NO			
Transactions handled via phone				
Cash in to be counted by teller at time of deposit	YES			
Internet Banking Access	YES			
Overdraft Fees and Penalties	YES	RARELY		
Positive Pay				
Reconciliation				
Controlled Disbursements				
Stored Value (Payroll) Cards				
Lockbox Services				
Check to ACH Conversion				
Balance and Transaction Services				
Note: Please add any additional services you deem necessary or have interest in under the "Account Services" column.				

14. \_\_\_\_\_ agrees to provide ledger credit on the same day as deposits occur (holidays and weekends excluded). This includes same day credit on wire transfer of funds from the federal and state government, and same day credit on deposits made by the county prior to 2:00 P.M. CST.

Financial Institution Name: \_\_\_\_\_

Primary Contact Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Email Address: \_\_\_\_\_

Type or Print Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# EXHIBIT H

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF CLAY COUNTY, MISSISSIPPI  
RECOGNIZING AND COMMEMORATING OVER 50 YEARS OF PUBLIC SERVICE BY  
HONORABLE THOMAS B. STOREY, JR., CLAY COUNTY YOUTH COURT REFEREE  
AND SPECIAL MASTER**

---

BE IT RESOLVED, the Board of Supervisors of Clay County, Mississippi wishes to recognize and commemorate over 50 years of public service of Honorable Thomas B. Storey, Jr. to the citizens of West Point and Clay County; and

BE IT FURTHER RESOLVED, Thomas B. Storey, Jr. was born on April 2, 1940 in Rome, Georgia. Thereafter, his family moved to Louisiana, where he graduated from St. John's School in Shreveport, Louisiana in 1958; and

BE IT FURTHER RESOLVED, after graduation from high school, Thomas B. Storey, Jr. attended the University of Mississippi, obtaining his undergraduate degree in 1962, and his Juris Doctorate Law Degree from the University of Mississippi in 1966; and

BE IT FURTHER RESOLVED, Thomas B. Storey, Jr. is a devoted husband to his wife, Sherry, and they are the proud parents of three daughters, Katrina Storey, Sharlene Williams and Cynthia Hillhouse. He is a member of the First United Methodist Church of West Point; and

BE IT FURTHER RESOLVED, Thomas B. Storey, Jr. has always been involved in community matters in Clay County. He is a member of the West Point Rotary Club and the Golden Triangle Rebel Club. In previous years, he served as Secretary for the Clay County Association for Retarded Children, the Chamber of Commerce, and as Jaycee President. He has served as the Clay County Prosecuting Attorney, Board Attorney for the Clay County Board of Supervisors, Attorney for the City of West Point and Attorney for the West Point Consolidated School District. He was inducted into the Growth Alliance Hall of Fame in 2018. His hobbies include tending to his rose garden, wine, and attending Ole Miss Rebels football, basketball and baseball games; and

WHEREAS, in 1979, Thomas B. Storey, Jr. was appointed as the Youth Court Judge for Clay County. In 1992, he was named as Mississippi's Top Juvenile Justice by the Mississippi Judicial College. Judge Storey has been instrumental in implementing policies and procedures for the State of Mississippi and its Youth Court system, and he began one of the first County Appointed Special Advocates (CASA) in the State of Mississippi, as well as the Adolescent Offenders Program. Judge Storey has worked tirelessly and has dedicated most of his life to public service, especially to the

children and youth programs. He has been steadfast leader and stalwart defender of children for over 50 years. He has diligently served West Point and Clay County with honor and distinction.

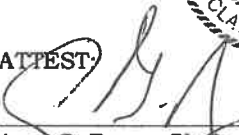
NOW THEREFORE, BE IT RESOLVED by the Board of Supervisors of Clay County, Mississippi, that it hereby recognizes and commemorates Thomas B. Storey, Jr. for his educational leadership and for his faithful commitment to the children and youth of West Point and Clay County. The Clay County Board of Supervisors extends its best wishes to Judge Storey for the next chapter of his life.

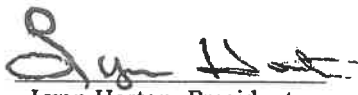
Upon Motion by Supervisor Davis and second by Supervisor Deanes, the above Resolution was duly adopted with a unanimous vote by the Board.

SO ORDERED this the \_\_\_\_ day of December, 2022.



ATTEST

  
Amy G. Berry, Clerk of the Board of Supervisors of Clay County, Mississippi and Chancery Clerk of Clay County, Mississippi

  
Lynn Horton, President  
Board of Supervisors  
Clay County Mississippi

# EXHIBIT I



## Clay County Chancery Clerk

PO Box 815

West Point, Mississippi 39773

Phone (662) 494-3124

Fax (662) 492-4059

E-mail: [aberry@claycounty.ms.gov](mailto:aberry@claycounty.ms.gov)

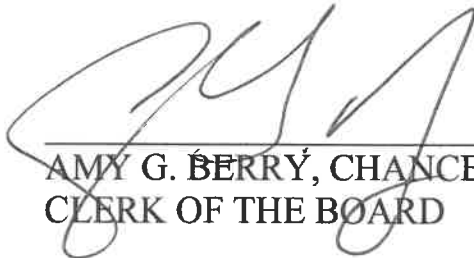
Chancery Clerk

*Amy G. Berry*

### **CLAY COUNTY CHANCERY CLERK, AMY G. BERRY AFFIDAVIT OF JUSTICE COURT SETTLEMENT**

I, AMY G. BERRY, Chancery Clerk of Clay County, hereby certify that attached hereto as Exhibit \_\_\_\_ is a correct copy of the Clay County Justice Court Civil and Criminal Settlement as settled to this office for the month of November 2022 submitted herein for approval and to be spread upon the minutes of this Board.

Witness this signature on the 5th day of December, 2022.



AMY G. BERRY, CHANCERY CLERK  
CLERK OF THE BOARD



DEPOSITORY RECEIPTS  
CLAY COUNTY, MISSISSIPPI  
P O BOX 815

REPRINT

WEST POINT, MS 39773-0000

RECEIPT DATE: 11/22/2022

NO. 2022 33853

RECEIPT DESCRIPTION: SETTLEMENT - CRIMINAL

PLEASE RECEIVE FROM CLAY COUNTY JUSTICE COURT THE AMOUNT SET  
OPPOSITE THE RESPECTIVE FUNDS FOR THE ACCOUNT OF SAID FUNDS; TO-WIT: AND  
DEPOSIT TO ACCOUNT NUMBER BELOW LEFT CORNER.

001 GENERAL COUNTY	
000-216 JUSTICE COURT CLERK FEES	1204.50
000-222 COUNTY PROS ATTY FEES	91.50
000-230 JUSTICE COURT FINES	18438.40
104 LAW LIBRARY	
000-216 JUSTICE COURT FEES	244.50
650 JUDICIAL ASSESSMENT CLEARING FUND	
000-122 TV-TRAFFIC VIOLATIONS	110.00
000-122 TV-TRAFFIC VIOLATIONS	9684.12
000-123 IC-IMPLIED CONSENT	2157.00
000-124 GF-GAME & FISH	338.00
000-126 OM-OTHER MISDEMEANORS	1039.00
000-128 ABF-APPEARANCE BOND	320.00
000-129 CC-COURT CONSTITUENTS	64.50
000-130 VBF- VICTIMS BOND FEE	190.00
000-136 HV - HUNTING VIOLATIONS	17.00
000-137 MVL-MOTOR VEHICLE LIABILI	320.50
000-138 MHP-HIGHWAY PATROL ASSESS	835.50
000-147 CS-CRIME STOPPERS	160.50
000-149 TT- TRAUMA TRAFFIC	1120.50
000-151 SHERIFF FEES WIRELESS COM	60.00
000-157 UMI - UNINSURED MOTORIST	2492.25
000-160 DUI - INTERLOCK DEV - DPS	273.50

TOTAL FOR RECEIPT 2022 33853 39161.27

WITNESS MY SIGNATURE, THIS THE 22 DAY OF NOVEMBER, 2022.

AMY BERRY,  
CHANCERY CLERK OF CLAY COUNTY

DATED: 11/22/22

BY: [Signature]

INVOICE		INVOICE		10019	
DATE		NUMBER ACCT		INVOICE	
		CASE #		AMOUNT	
				DESCRIPTION	
11/20/2022	2022112001105	0000000		FINE COLLECTION	01230 18438.40
11/20/2022	2022112001106	0000000		MOTOR VEHICLE INSURANC	65137 320.50
11/20/2022	2022112001110	0000000		CLERKS FEE	001216 1204.50
11/20/2022	2022112001115	0000000		LAW LIBRARY TO CIRCUIT	104216 244.50
11/20/2022	2022112001117	0000000		CRIME STOPPERS	65147 160.50
11/20/2022	2022112001120	0000000		COUNTY ATTORNEY	001222 91.50
11/20/2022	2022112001121	0000000		HIGHWAY PATROL ASSESSM	65138 835.50
11/20/2022	2022112001128	0000000		COURT CONSTITUENTS FUN	65129 64.50
11/20/2022	2022112001129	0000000		ADULT DRIVING TRAINING	65122 110.00
11/20/2022	2022112001130	0000000		TRAFFIC VIOLATION	65122 9684.12
11/20/2022	2022112001135	0000000		IMPLIED CONSENT	65127 2157.00
11/20/2022	2022112001140	0000000		GAME AND FISH	65124 338.00
11/20/2022	2022112001150	0000000		OTHER MISDEMEANOR	05126 1039.00
11/20/2022	2022112001160	0000000		SHERIFF FEE	65151 60.00
11/20/2022	2022112001165	0000000		DEFENDENT BOND FEE	65128 320.00
11/20/2022	2022112001166	0000000		VICTIMS BOND FEE	65130 190.00
11/20/2022	2022112001176	0000000		HUNTING VIOLATIONS	65124 17.00
11/20/2022	2022112001186	0000000		UNINSURED MOTORIST IDE	65157 2492.25
11/20/2022	2022112001192	0000000		DPS-DUI INTERLOCK DEVI	65160 273.50
11/20/2022	2022112001198	0000000		TRAFFIC TRAUMA	65149 1120.50
TOTAL AMOUNT OF CHECK				10019	39161.27

DEPOSITORY RECEIPTS  
CLAY COUNTY, MISSISSIPPI  
P O BOX 815

REPRINT

WEST POINT, MS 39773-0000

RECEIPT DATE: 11/28/2022

NO. 2022 33864

RECEIPT DESCRIPTION: SETTLEMENT - CIVIL

PLEASE RECEIVE FROM CLAY COUNTY JUSTICE COURT THE AMOUNT SET  
OPPOSITE THE RESPECTIVE FUNDS FOR THE ACCOUNT OF SAID FUNDS; TO-WIT: AND  
DEPOSIT TO ACCOUNT NUMBER BELOW LEFT CORNER.

001 GENERAL COUNTY

000-216 JUSTICE COURT CLERK FEES	1415.00
000-216 JUSTICE COURT CLERK FEES	20.00
000-223 CONSTABLE FEES	5445.00
000-223 CONSTABLE FEES	20.00

104 LAW LIBRARY

000-216 JUSTICE COURT FEES	61.50
----------------------------	-------

650 JUDICIAL ASSESSMENT CLEARING FUND

000-129 CC-COURT CONSTITUENTS	20.50
000-132 SCEF COURT EDUCATION	82.00

TOTAL FOR RECEIPT 2022	33864	7064.00
------------------------	-------	---------

WITNESS MY SIGNATURE, THIS THE 28 DAY OF NOVEMBER, 2022.

AMY BERRY,  
CHANCERY CLERK OF CLAY COUNTY

DATED: 11/28/22

BY: [Signature]

20025

INVOICE  
AMOUNT

INVOICE DATE	INVOICE NUMBER	ACCT	CASE	#	DESCRIPTION	AMOUNT
11/20/2022	2022112002205		0000000		UNIFORM COURT FEE (CLE	1415.00
11/20/2022	2022112002210		0000000		ADDITIONAL DEFENDANT-C	20.00
11/20/2022	2022112002225		0000000		LAW LIBRARY	61.50
11/20/2022	2022112002230		0000000		COURT EDUCATION	82.00
11/20/2022	2022112002226		0000000		CONSTITUENT FUND	20.50
11/20/2022	2022112002240		0000000		CONSTABLE FEE	5445.00
11/20/2022	2022112002245		0000000		ADDITIONAL DEFENDANT-C	20.00
TOTAL AMOUNT OF CHECK						20025
						7064.00

# EXHIBIT J

# Standard Form of Agreement Between Owner and Architect

**AGREEMENT** made as of the 17th day of November in the year 2022  
(In words, indicate day, month and year.)

**BETWEEN** the Architect's client identified as the Owner:  
(Name, legal status, address and other information)

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

and the Architect:  
(Name, legal status, address and other information)

PryorMorrow PC  
P.O. Box 167 (39703)  
5227 South Frontage Road  
Columbus, Mississippi 39703  
Telephone Number: 662-327-8990  
Fax Number: 662-327-8991

for the following Project:  
(Name, location and detailed description)

Clay County Emergency Operations Center  
West Point, MS  
PM# 2022139

The Owner and Architect agree as follows.

## ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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2 ARCHITECT'S RESPONSIBILITIES

3 SCOPE OF ARCHITECT'S BASIC SERVICES

4 SUPPLEMENTAL AND ADDITIONAL SERVICES

5 OWNER'S RESPONSIBILITIES

6 COST OF THE WORK

7 COPYRIGHTS AND LICENSES

8 CLAIMS AND DISPUTES

9 TERMINATION OR SUSPENSION

10 MISCELLANEOUS PROVISIONS

11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.  
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:  
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Renovate existing Building to create a new Emergency Operations Center

§ 1.1.2 The Project's physical characteristics:  
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location, dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The building is an existing single story building previous use was a meat processing facility.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:  
(Provide total and, if known, a line item breakdown.)

To be determined

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

To be determined

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To be determined

.3 Substantial Completion date or dates:

To be determined

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:  
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bid

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:  
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:  
(List name, address, and other contact information.)

Amy Berry, Chancery Clerk

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:  
(List name, address, and other contact information.)

Chancery Clerk and Board of Supervisors

§ 1.1.9 The Owner shall retain the following consultants and contractors:  
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

Not required

.2 Civil Engineer:

Not Required

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

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§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:  
(List name, address, and other contact information.)

Michael Taylor  
Cell: 662-386-3532  
Office Number: 662-327-8990

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:  
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Not Required

.2 Mechanical Engineer:

PryorMorrow PC

.3 Electrical Engineer:

PryorMorrow PC

§ 1.1.11.2 Consultants retained under Supplemental Services:

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

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is properly needed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million (\$ 1,000,000.00 ) for each occurrence and Two Million (\$ 2,000,000.00 ) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million (\$ 1,000,000.00 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million (\$ 1,000,000.00 ) each accident, One Million (\$ 1,000,000.00 ) each employee, and One Million (\$ 1,000,000.00 ) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million (\$ 1,000,000.00 ) per claim and Two Million (\$ 2,000,000.00 ) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

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§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

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consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

**§ 3.3 Design Development Phase Services**

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

**§ 3.4 Construction Documents Phase Services**

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

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of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

**§ 3.5.2 Competitive Bidding**

**§ 3.5.2.1** Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

**§ 3.5.2.2** The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

**§ 3.5.2.3** If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

**§ 3.5.3 Negotiated Proposals**

**§ 3.5.3.1** Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

**§ 3.5.3.2** The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

**§ 3.5.3.3** If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

**§ 3.6 Construction Phase Services**

**§ 3.6.1 General**

**§ 3.6.1.1** The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

**§ 3.6.1.2** The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

**§ 3.6.1.3** Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

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§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or at other times required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### § 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

### § 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the

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§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

### § 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

### § 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

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§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Architect
§ 4.1.1.2 Multiple preliminary designs	Not Provided
§ 4.1.1.3 Measured drawings	Architect
§ 4.1.1.4 Existing facilities surveys	N/A
§ 4.1.1.5 Site evaluation and planning	N/A
§ 4.1.1.6 Building Information Model management responsibilities	N/A
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Owner
§ 4.1.1.9 Landscape design	Owner
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Not Provided
§ 4.1.1.16 As-constructed record drawings	Contractor
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.21 Telecommunications/data design	Owner



§ 4.1.1.22 Security evaluation and planning	Owner
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Owner
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30 Other Supplemental Services	Not Provided

#### § 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

#### § 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

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- and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Bi-weekly visits to the site by the Architect during construction
- .3 Two ( 1 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One ( 1 ) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twenty-four ( 24 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs.

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Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

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## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

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§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

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mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:  
(Check the appropriate box.)

- ☒ [ x ] Arbitration pursuant to Section 8.3 of this Agreement
- ☐ [ ] Litigation in a court of competent jurisdiction
- ☐ [ ] Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

### § 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

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other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

#### ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

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§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively

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§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum  
(Insert amount)
- .2 Percentage Basis  
(Insert percentage value)  
  
Seven ( 7.0 ) % of the Cost of the Work, as calculated in accordance with Section 11.6.
- .3 Other  
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation.)

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent ( %), or as follows:  
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (	15	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Forty	percent (	40	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate (\$0.00)
Principal	165.00
Architect	145.00
Engineer	145.00
Construction Administrator	112.00
Interior Design	110.00
Intern Architect / Engineer	86.00
CADD Technician	78.00
Accounting	59.00
Marketing	49.00
Clerical	46.00

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus percent ( %) of the expenses incurred.

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§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero (\$ ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$ ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Forty-five ( 45 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.  
(Insert rate of monthly or annual interest agreed upon.)

Legal Rate

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:  
(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
(Insert the date of the E203-2013 incorporated into this agreement.)

- .3 Exhibits:  
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ ] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:

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[ ] Other Exhibits incorporated into this Agreement:  
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits  
and scopes of services identified as exhibits in Section 4.1.2.)

.4 Other documents:  
(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written

OWNER (Signature)

Amy Berry, Chancery Clerk  
(Printed name and title)



ARCHITECT (Signature)

Michael Taylor, President

(Printed name, title, and license number, if required)

Init.

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# EXHIBIT K

**PROCLAMATION OF EXISTENCE OF A LOCAL EMERGENCY**  
(by City Council or County Board of Supervisors)

**WHEREAS,** Clay County the ~~City Council~~ /or Board of Supervisors does hereby find that conditions of extreme peril to the safety of persons and property have arisen within said ~~City~~ /County, caused by

Flooding/Winds  
(Severe storm, tornado, damaging winds, flash flooding, ~~river~~ flooding)

drought, wildland fire, structural fire, hail, hazardous material incident, epidemic, hurricane, earthquake, other)

commencing on or about 8 AM/PM on the 12<sup>th</sup> day of April, 20 20; and

**WHEREAS,** the aforesaid conditions of extreme peril warrant and necessitate the proclamation of the existence of a local emergency in order to provide for the health and safety of the citizens and the protection of their property within the affected jurisdiction;

**NOW, THEREFORE, IT IS HEREBY PROCLAIMED** that in accordance with Section 33-15-17(d), Mississippi Code of 1972, as amended, a local emergency now exists throughout said City /County; and shall be reviewed every thirty (30) days until such local emergency is no longer in effect and proclaimed terminated by the ~~City Council~~ / Board of Supervisors of the City / County of Clay, State of Mississippi.

**IT IS FURTHER PROCLAIMED AND ORDERED** that all City / County agencies and departments shall render all possible assistance and discharge their emergency responsibilities as set forth in the ~~City~~ / County Emergency Operations Plan.

**DATE:** 12/5/2022



[Signature]  
Mayor / President of Board of Supervisors

[Signature]  
Councilperson / Supervisor

[Signature]  
Councilperson / Supervisor

[Signature]  
Councilperson / Supervisor

[Signature]  
Councilperson / Supervisor

RESOLUTION REQUESTING GOVERNOR TO PROCLAIM  
A STATE OF EMERGENCY

WHEREAS, on April 12<sup>th</sup>, 2020, the Board of Supervisors (~~City-Council~~)  
of the County of Clay found that due to the impact (or imminent threat)  
of Flooding / winds a condition of extreme peril  
(earthquake, flood, hazmat, hurricane, severe storm, other)  
to life and property did exist in Clay County County; and

WHEREAS, on December 5th, 2022, in accordance with State Law 33-15-17(d) the  
Board of Supervisors declared that an emergency does exist throughout said county; and

WHEREAS, it has now been found that local resources are unable to cope with the  
effects of said emergency;

NOW, THEREFORE, IT IS HEREBY DECLARED AND ORDERED that a copy of  
this declaration be forwarded to the Governor of Mississippi with the request that he proclaim  
the County (~~City~~) of Clay County to be in a State of Emergency; and

IT IS FURTHER RESOLVED that Torrey Williams, EMA Director  
(Person) (Title)  
is thereby designated as the authorized representative of the County (~~City~~) of  
Clay County for the purpose of receipt, processing, and coordination of all inquiries  
and requirements necessary to obtain available State and Federal assistance.

DATE: April 12, 2022  
  
Clay  
State of Mississippi

[Signature]  
Mayor (Board President)  
[Signature]  
Board Member  
[Signature]  
Board Member  
[Signature]  
Board Member  
[Signature]  
Board Member

# PROCLAMATION OF EXISTENCE OF A LOCAL EMERGENCY

(by City Council or County Board of Supervisors)

**WHEREAS,** Clay County the ~~City~~Council /or Board of Supervisors does hereby find that conditions of extreme peril to the safety of persons and property have arisen within said ~~City~~ /County, caused by Flooding /Winds

(Severe storm, tornado, damaging winds, flash flooding, river flooding

drought, wildland fire, structural fire, hail, hazardous material incident, epidemic, hurricane, earthquake, other)

commencing on or about 8 AM/PM on the 18<sup>th</sup> day of Feb, 2020; and

**WHEREAS,** the aforesaid conditions of extreme peril warrant and necessitate the proclamation of the existence of a local emergency in order to provide for the health and safety of the citizens and the protection of their property within the affected jurisdiction;

**NOW, THEREFORE, IT IS HEREBY PROCLAIMED** that in accordance with Section 33-15-17(d), Mississippi Code of 1972, as amended, a local emergency now exists throughout said City /County; and shall be reviewed every thirty (30) days until such local emergency is no longer in effect and proclaimed terminated by the ~~City~~Council / Board of Supervisors of the City / County of Clay, State of Mississippi.

**IT IS FURTHER PROCLAIMED AND ORDERED** that all City / County agencies and departments shall render all possible assistance and discharge their emergency responsibilities as set forth in the ~~City~~ / County Emergency Operations Plan.

DATE: 12/5/2022

[Signature]  
Mayor / President of Board of Supervisors

[Signature]  
Councilperson / Supervisor

[Signature]  
Councilperson / Supervisor

[Signature]  
Councilperson / Supervisor

[Signature]  
Councilperson / Supervisor



Clay Co.  
City / or County, State of MS



# RESOLUTION REQUESTING GOVERNOR TO PROCLAIM

## A STATE OF EMERGENCY

WHEREAS, on Feb 20<sup>th</sup>, 2019, the Board of Supervisors (City-Council) of the County of Clay found that due to the impact (or imminent threat) of Flooding a condition of extreme peril (earthquake, flood, hazmat, hurricane, severe storm, other) to life and property did exist in Clay County County; and

WHEREAS, on December 5th, 2022, in accordance with State Law 33-15-17(d) the Board of Supervisors declared that an emergency does exist throughout said county; and

WHEREAS, it has now been found that local resources are unable to cope with the effects of said emergency;

NOW, THEREFORE, IT IS HEREBY DECLARED AND ORDERED that a copy of this declaration be forwarded to the Governor of Mississippi with the request that he proclaim the County (City) of Clay County to be in a State of Emergency; and

IT IS FURTHER RESOLVED that Torrey Williams, EMA Director (Person) (Title) is thereby designated as the authorized representative of the County (City) of Clay County for the purpose of receipt, processing, and coordination of all inquiries and requirements necessary to obtain available State and Federal assistance.

DATE 2-25-22  
 ATT [Signature]  
 Clerk of the Board of  
 Supervisors (or City),  
 County of: Clay  
 State of Mississippi

[Signature] Mayor (Board President)  
[Signature] Board Member  
[Signature] Board Member  
[Signature] Board Member  
[Signature] Board Member

RESOLUTION REQUESTING GOVERNOR TO PROCLAIM  
A STATE OF EMERGENCY

WHEREAS, on Feb 10<sup>th</sup>, 2020, the Board of Supervisors (City-Council)  
of the County of Clay found that due to the impact (or imminent threat)  
of Flooding/Winds a condition of extreme peril  
(earthquake, flood, hazmat, hurricane, severe storm, other)  
to life and property did exist in Clay County County; and

WHEREAS, on December 5th, 2022, in accordance with State Law 33-15-17(d) the  
Board of Supervisors declared that an emergency does exist throughout said county; and

WHEREAS, it has now been found that local resources are unable to cope with the  
effects of said emergency;

NOW, THEREFORE, IT IS HEREBY DECLARED AND ORDERED that a copy of  
this declaration be forwarded to the Governor of Mississippi with the request that he proclaim  
the County (City) of Clay County to be in a State of Emergency; and

IT IS FURTHER RESOLVED that Torrey Williams, EMA Director  
(Person) (Title)  
is thereby designated as the authorized representative of the County (City) of  
Clay County for the purpose of receipt, processing, and coordination of all inquiries  
and requirements necessary to obtain available State and Federal assistance.

DATE: 12/5/2022

ATTEST:  
  
Clerk of the Board of Supervisors (or City Clerk),  
County of \_\_\_\_\_  
State of Mississippi

[Signature]  
Mayor (Board President)  
[Signature]  
Board Member  
[Signature]  
Board Member  
[Signature]  
Board Member  
[Signature]  
Board Member

PROCLAMATION OF EXISTENCE OF A LOCAL EMERGENCY  
(by City Council or County Board of Supervisors)

WHEREAS, Clay County the ~~City~~ Council /or Board of  
Supervisors does hereby find that conditions of extreme peril to the safety of persons and property  
have arisen within said ~~City~~ /County, caused by Covid-19

(Severe storm, tornado, damaging winds, flash flooding, river flooding  
drought, wildland fire, structural fire, hail, hazardous material incident, epidemic, hurricane, earthquake, other)

commencing on or about 8 AM/PM on the 1<sup>st</sup> day of Jan, 2020; and

WHEREAS, the aforesaid conditions of extreme peril warrant and necessitate the  
proclamation of the existence of a local emergency in order to provide for the health and safety of the  
citizens and the protection of their property within the affected jurisdiction;

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that in accordance with Section  
33-15-17(d), Mississippi Code of 1972, as amended, a local emergency now exists throughout said  
City /County; and shall be reviewed every thirty (30) days until such local emergency is no longer  
in effect and proclaimed terminated by the ~~City~~ Council / Board of Supervisors of the City /  
County of Clay, State of Mississippi.

IT IS FURTHER PROCLAIMED AND ORDERED that all City / County agencies and  
departments shall render all possible assistance and discharge their emergency responsibilities as set  
forth in the ~~City~~ / County Emergency Operations Plan.

DATE: 12/5/2022

ATTEST  
  
Clerk of City / Chancery  
Clerk for Board of Supervisors  
Clay  
City / or County State of MS

[Signature]  
Mayor / President of Board of Supervisors  
[Signature]  
Councilperson / Supervisor  
Joe Chaveller  
Councilperson / Supervisor  
[Signature]  
Councilperson / Supervisor  
[Signature]  
Councilperson / Supervisor

RESOLUTION REQUESTING GOVERNOR TO PROCLAIM

A STATE OF EMERGENCY

WHEREAS, on Jan 1<sup>st</sup>, 2022, the Board of Supervisors (City-Council) of the County of Clay found that due to the impact (or imminent threat) of COVID-19 a condition of extreme peril (earthquake, flood, hazmat, hurricane, severe storm, other) to life and property did exist in Clay County County; and

WHEREAS, on December 5th, 2022, in accordance with State Law 33-15-17(d) the Board of Supervisors declared that an emergency does exist throughout said county; and

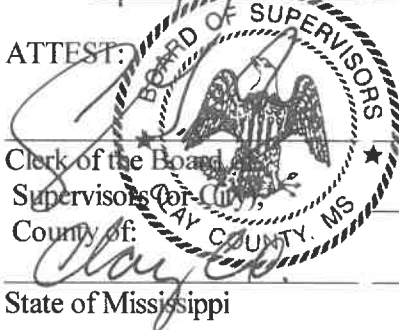
WHEREAS, it has now been found that local resources are unable to cope with the effects of said emergency;

NOW, THEREFORE, IT IS HEREBY DECLARED AND ORDERED that a copy of this declaration be forwarded to the Governor of Mississippi with the request that he proclaim the County (City) of Clay County to be in a State of Emergency; and

IT IS FURTHER RESOLVED that Torrey Williams, EMA Director (Person) (Title) is thereby designated as the authorized representative of the County (City) of Clay County for the purpose of receipt, processing, and coordination of all inquiries and requirements necessary to obtain available State and Federal assistance.

DATE: 12/5/2022

ATTEST:

 Clerk of the Board of Supervisors (or City), County of: Clay Co. State of Mississippi

[Signature] Mayor (Board President)

[Signature] Board Member

[Signature] Board Member

[Signature] Board Member

[Signature] Board Member

**PROCLAMATION OF EXISTENCE OF A LOCAL EMERGENCY**  
(by City Council or County Board of Supervisors)

**WHEREAS,** Clay County the ~~City~~ Council /or Board of Supervisors does hereby find that conditions of extreme peril to the safety of persons and property have arisen within said ~~City~~ /County, caused by Flooding

(Severe storm, tornado, damaging winds, flash flooding, river flooding

drought, wildland fire, structural fire, hail, hazardous material incident, epidemic, hurricane, earthquake, other)

commencing on or about 8 AM/PM on the 10<sup>th</sup> day of January, 2020; and

**WHEREAS,** the aforesaid conditions of extreme peril warrant and necessitate the proclamation of the existence of a local emergency in order to provide for the health and safety of the citizens and the protection of their property within the affected jurisdiction;

**NOW, THEREFORE, IT IS HEREBY PROCLAIMED** that in accordance with Section 33-15-17(d), Mississippi Code of 1972, as amended, a local emergency now exists throughout said City /County; and shall be reviewed every thirty (30) days until such local emergency is no longer in effect and proclaimed terminated by the ~~City~~ Council / Board of Supervisors of the City / County of Clay, State of Mississippi.

**IT IS FURTHER PROCLAIMED AND ORDERED** that all City / County agencies and departments shall render all possible assistance and discharge their emergency responsibilities as set forth in the ~~City~~ / County Emergency Operations Plan.

**DATE:** 12/5/2022

**ATTEST:**

Clerk of City / Chancery  
Clerk of Board of Supervisors

Clay  
City / or County, State of MS

[Signature]  
Mayor / President of Board of Supervisors

[Signature]  
Councilperson / Supervisor

[Signature]  
Councilperson / Supervisor

[Signature]  
Councilperson / Supervisor

[Signature]  
Councilperson / Supervisor

**PROCLAMATION OF EXISTENCE OF A LOCAL EMERGENCY**  
(by City Council or County Board of Supervisors)

**WHEREAS,** Clay County the ~~City~~Council /or Board of Supervisors does hereby find that conditions of extreme peril to the safety of persons and property have arisen within said ~~City~~ /County, caused by Lightning Strike 911  
(Severe storm, tornado, damaging winds, flash flooding, river flooding

drought, wildland fire, structural fire, hail, hazardous material incident, epidemic, hurricane, earthquake, other)  
commencing on or about 8 AM/PM on the 2<sup>nd</sup> day of August, 20 22; and

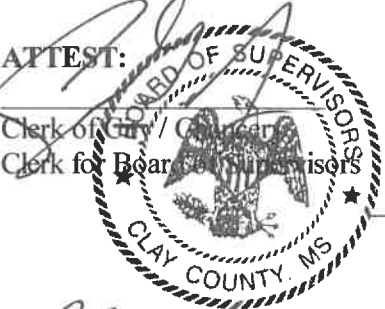
**WHEREAS,** the aforesaid conditions of extreme peril warrant and necessitate the proclamation of the existence of a local emergency in order to provide for the health and safety of the citizens and the protection of their property within the affected jurisdiction;

**NOW, THEREFORE, IT IS HEREBY PROCLAIMED** that in accordance with Section 33-15-17(d), Mississippi Code of 1972, as amended, a local emergency now exists throughout said City /County; and shall be reviewed every thirty (30) days until such local emergency is no longer in effect and proclaimed terminated by the ~~City~~Council / Board of Supervisors of the City / County of Clay, State of Mississippi.

**IT IS FURTHER PROCLAIMED AND ORDERED** that all City / County agencies and departments shall render all possible assistance and discharge their emergency responsibilities as set forth in the ~~City~~ / County Emergency Operations Plan.

**DATE:** 12/5/2022  
[Signature]  
Mayor / President of Board of Supervisors

**ATTEST:**  
[Signature]  
Councilperson / Supervisor



Clay Co.  
City / or County, State of MS

[Signature: Joe Chandler]  
Councilperson / Supervisor

[Signature]  
Councilperson / Supervisor

[Signature]  
Councilperson / Supervisor

## RESOLUTION REQUESTING GOVERNOR TO PROCLAIM

## A STATE OF EMERGENCY

WHEREAS, on January 10<sup>th</sup>, 2020, the Board of Supervisors (City-Council) of the County of Clay found that due to the impact (or imminent threat) of Flooding a condition of extreme peril (earthquake, flood, hazmat, hurricane, severe storm, other) to life and property did exist in Clay County County; and

WHEREAS, on December 5th, 2022, in accordance with State Law 33-15-17(d) the Board of Supervisors declared that an emergency does exist throughout said county; and

WHEREAS, it has now been found that local resources are unable to cope with the effects of said emergency;

NOW, THEREFORE, IT IS HEREBY DECLARED AND ORDERED that a copy of this declaration be forwarded to the Governor of Mississippi with the request that he proclaim the County (City) of Clay County to be in a State of Emergency; and

IT IS FURTHER RESOLVED that Torrey Williams, EMA Director (Person) (Title) is thereby designated as the authorized representative of the County (City) of Clay County for the purpose of receipt, processing, and coordination of all inquiries and requirements necessary to obtain available State and Federal assistance.

DATE: 1-20-22

ATTEST:

Clerk of the Board of Supervisors (or City),  
County of:

Clay Co  
State of Mississippi

[Signature]  
Mayor (Board President)

[Signature]  
Board Member

[Signature]  
Board Member

[Signature]  
Board Member

[Signature]  
Board Member

**PROCLAMATION OF EXISTENCE OF A LOCAL EMERGENCY**  
(by City Council or County Board of Supervisors)

**WHEREAS,** Clay County the ~~City~~ Council /or Board of Supervisors does hereby find that conditions of extreme peril to the safety of persons and property have arisen within said ~~City~~ /County, caused by

Flooding

(Severe storm, tornado, damaging winds, flash flooding, river flooding

drought, wildland fire, structural fire, hail, hazardous material incident, epidemic, hurricane, earthquake, other)

commencing on or about 8 AM/PM on the 19<sup>th</sup> day of Feb 20, 2019; and

**WHEREAS,** the aforesaid conditions of extreme peril warrant and necessitate the proclamation of the existence of a local emergency in order to provide for the health and safety of the citizens and the protection of their property within the affected jurisdiction;

**NOW, THEREFORE, IT IS HEREBY PROCLAIMED** that in accordance with Section 33-15-17(d), Mississippi Code of 1972, as amended, a local emergency now exists throughout said City /County; and shall be reviewed every thirty (30) days until such local emergency is no longer in effect and proclaimed terminated by the ~~City~~ Council / Board of Supervisors of the City / County of Clay, State of Mississippi.

**IT IS FURTHER PROCLAIMED AND ORDERED** that all City / County agencies and departments shall render all possible assistance and discharge their emergency responsibilities as set forth in the ~~City~~ / County Emergency Operations Plan.

**DATE:** 12/5/2022

ATTEST: SUPERVISOR  
Clerk of Board of Supervisors  
CLAY COUNTY, MS  
Clay Co.  
City / or County State of MS

[Signature]  
Mayor / President of Board of Supervisors

[Signature]  
Councilperson / Supervisor

[Signature]  
Councilperson / Supervisor

[Signature]  
Councilperson / Supervisor

[Signature]  
Councilperson / Supervisor





Tornado

RESOLUTION REQUESTING GOVERNOR TO PROCLAIM

A STATE OF EMERGENCY

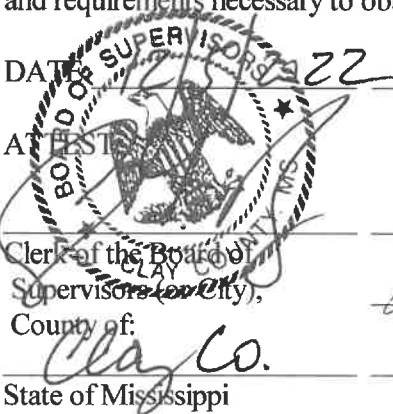
WHEREAS, on March 22nd, 2022, the Board of Supervisors (City-Council) of the County of Clay found that due to the impact (or imminent threat) of Tornado a condition of extreme peril (earthquake, flood, hazmat, hurricane, severe storm, other) to life and property did exist in Clay County County; and

WHEREAS, on December 5th, 2022, in accordance with State Law 33-15-17(d) the Board of Supervisors declared that an emergency does exist throughout said county; and

WHEREAS, it has now been found that local resources are unable to cope with the effects of said emergency;

NOW, THEREFORE, IT IS HEREBY DECLARED AND ORDERED that a copy of this declaration be forwarded to the Governor of Mississippi with the request that he proclaim the County (City) of Clay County to be in a State of Emergency; and

IT IS FURTHER RESOLVED that Torrey Williams, EMA Director (Person) (Title) is thereby designated as the authorized representative of the County (City) of Clay County for the purpose of receipt, processing, and coordination of all inquiries and requirements necessary to obtain available State and Federal assistance.

DATE 3/23/22  
ATTEST  
  
Clerk of the Board of Supervisors (City),  
County of: Clay Co.  
State of Mississippi

[Signature]  
Mayor (Board President)  
[Signature]  
Board Member  
[Signature]  
Board Member  
[Signature]  
Board Member  
[Signature]  
Board Member