

BE IT REMEMBERED that the Board of Supervisors of Clay County, Mississippi, met at the Courthouse in West Point, Mississippi, on the 24th day of February, 2011, at 9 00 o'clock a m , and present were R B Davis, President of the Board, Lynn Horton, Vice President, Shelton Deanes, Luke Lummus, and Floyd McKee Also present at said meeting were Harmon A Robinson, Clerk of the Board, and Laddie Huffman, Sheriff, when and where the following proceedings were had and determined, to-wit

NO _____

IN THE MATTER OF AUTHORIZING TRAVEL FOR SHERIFF HUFFMAN AND DEPUTY
BOBBY GRIMES

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

It appears that it would benefit Clay County, Mississippi to have the Sheriff and a Deputy attend a Homeland Security seminar on "Incident Response to Terrorist Bombings Class "A" being held March 21-24, 2011 in Socorro, New Mexico all expenses to be reimbursed for travel

After motion by Mr McKee and second by Mr Deanes this Board doth vote unanimously to authorize Sheriff Huffman and Deputy Bobby Grimes to attend the seminar for "Incident Response to Terrorist Bombings Class "A" in Socorro, New Mexico March 21-24, 2011

So ordered this the 24th day of February


President

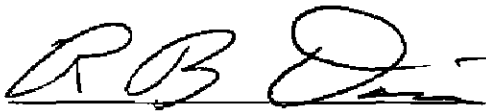
NO _____

**IN THE MATTER OF AUTHORIZING THE PRESIDENT OF THIS BOARD TO EXECUTE
A CONTRACT WITH NEEL-SCHAFER ENGINEERS TO PROVIDE PROFESSIONAL
SERVICES FOR THE ENERGY EFFICIENCY GRANT**

There came on this day for consideration the matter of the President of the Board to execute a contract with Neel -Schaffer Engineers to provide professional services for the Energy Efficiency Grant

After motion by Mr Lummus and second by Mr Deanes this Board doth vote unanimously to authorize the President to execute said contract, attached hereto as exhibit A

So ordered this the 24th day of February, 2011



President

February 23, 2011

Via Email & US Mail

Clay County Board of Supervisors
ATTN Mr R B Davis, President
P O Box 815
West Point, MS 39773

RE ENERGY EFFICIENCY CONSERVATION BLOCK GRANT (EECBG) PROJECT

Neel-Schaffer, Inc (NSI) is pleased to offer engineering services for the above referenced project

NSI proposes to provide design and construction administration services for a fixed fee of \$4,120.00. All services provided will be in accordance with the recent funding secured through the MS Development Authority's (MDA) Energy Efficiency and Conservation Block Grant program.

These fees are based on the scope of services attached as Exhibit A. All services proposed herein will be performed in accordance with the General Terms and Conditions in Exhibit B, which are attached hereto and made a part of this Letter Agreement. NSI will bill you monthly based on the amount of work completed.

This Letter Agreement also will allow Neel-Schaffer, Inc. to provide additional services in accordance with the terms and conditions noted above. All additional work will be paid at our actual hourly rate multiplied by a 27% labor mark-up plus reimbursable expenses. Prior to proceeding with future requests for services, we will write a letter to you referencing this Letter Agreement and specifying the scope of services and the estimated fee. Upon your acceptance, we will proceed with the services.

This Letter Agreement, consisting of two pages, Exhibit A, consisting of one page, and Exhibit B, consisting of three pages represent the entire agreement between Neel-Schaffer, Inc. and the Clay County Board of Supervisors. This Letter Agreement and the exhibits may only be modified or amended by a duly executed written document.

P O Box 2100/39704 2100 2310 Martin Luther King Jr Drive/39705 Columbus MS 662 328 4460 Fax 662 328 8552

Mr R B Davis
February 23, 2011
Page 2

If the terms of this Agreement are acceptable, please execute the original and the copy and return the copy to us We appreciate the opportunity to provide services to you and look forward to working with you

Sincerely,

NEEL-SCHAFFER, INC



John Cunningham, P E
Senior Project Manager

JGC/dtc

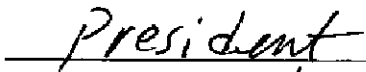
Attachments

ACCEPTED CLAY COUNTY BOARD OF SUPERVISORS

BY



TITLE



DATE



EXHIBIT A

SCOPE OF SERVICES

1 Design Services

- 1 1 Prepare bid documents (plans and/or technical specifications) in accordance with items approved in the Owner's EECBG grant agreement with MDA Said approved items are also referenced in the Owner's existing MDA Energy Audit
- 1 2 Review bid documents with Owner for finalization prior to bidding

2 Procurement Services

- 2 1 Assist Owner with project advertisement, any pre-bid meetings and receipt of bids
- 2 2 Review bids with Owner and recommend award of contract

3 Construction Administration Services

- 3 1 Review Contract Documents between Owner and Contractor
- 3 2 Provide inspection /resident project representation at critical times of the construction period of the project as determined by the Engineer
- 3 3 Review submittals for appropriate sections of the project
- 3 4 Review and approve monthly pay requests and EECBG documentation prior to OWNER's approval
- 3 5 Conduct a final inspection and close-out documents for project closure

This Scope of Services does not include

- Environmental permitting services
- Full time inspection services
- Right-of-way acquisition or metes and bounds survey

Neel-Schaffer can provide additional services not included in this Scope of Services upon request

EXHIBIT B
NEEL-SCHAFER, INC
GENERAL TERMS AND CONDITIONS

1 **Relationship between Engineer and Client** Engineer shall serve as Client's professional engineering consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client.

2 **Responsibility of the Engineer** Engineer will strive to perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any agreement between the Client and any other party concerning the Project, the Engineer shall not have control of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any contractor or subcontractor, or any other engineer, architect or consultant not under contract to the Engineer to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project.

Engineer shall determine the amounts owing to the construction contractor and recommend in writing payments to the contractor in such amounts. By recommending any payment, the Engineer will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made to check the quality or quantity of the contractor's work.

3 **Responsibility of the Client** Client shall provide all criteria and full information as to his requirements for the Project, including budgetary limitations. Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project.

Client shall give prompt written notice to the Engineer whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Engineer's services, or any defect or nonconformance in the work of any construction contractor.

Client shall examine all documents presented by Engineer, obtain advice of an attorney or other consultant as Client deems

appropriate for such examinations and provide decisions pertaining thereto within a reasonable time so as not to delay the services of the Engineer.

4 **Designation of Authorized Representatives** Each party shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.

5 **Ownership of Documents** Drawings, specifications, reports and any other documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be the property of Engineer. Engineer shall have the right to retain copies of all documents and drawings for its files.

6 **Reuse of Documents** All documents, including drawings and specifications furnished by Engineer pursuant to this Agreement, are intended for use on the Project only. Client agrees they should not be used by Client or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by Engineer shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting therefrom.

7 **Opinions of Cost** Since the Engineer has no control over the cost of labor, materials, equipment or services furnished by the contractor, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, the Engineer cannot and does not guarantee that proposals, bids or actual construction costs will not vary from his opinions or estimates of construction costs.

8 **Changes** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments in fee and/or schedule acceptable to both parties to accommodate any changes.

9 **Delays** If the Engineer's services are delayed by the Client, or for other reasons beyond the Engineer's control, for more than one year, the fee provided for in this Agreement shall be adjusted equitably.

10 **Subcontracts** Engineer may subcontract portions of the services, but each subcontractor must be approved by Client in writing.

11 **Suspension of Services** Client may at any time by written order to Engineer, require Engineer to stop all or any part of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs.

allocable to the services covered by the order. Client, however, shall pay all costs associated with suspension including all costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension of work order. Engineer will not be obligated to provide the same personnel employed prior to suspension when the services are resumed in the event the period of any suspension exceeds 30 days. Client will reimburse Engineer for the costs of such suspension and remobilization.

12 Termination This Agreement may be terminated by either party upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.

13 Notices Any notice or designation required to be given by either party hereto shall be in writing and, unless receipt of such notice is expressly required by the terms hereof, it shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereinafter furnish to the other party by written notice as herein provided.

14 Indemnification Engineer shall indemnify and hold harmless Client from Client's loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer from Engineer's loss or expense including reasonable attorney's fees for claims for personal injuries (including death) or property damage to the extent caused by the sole negligent act, error or omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties) which caused the personal injury or property damage.

Client shall not be liable to the Engineer and the Engineer shall not be liable to the Client, for any special, incidental or consequential damages including, but not limited to, loss of use and loss of profit, incurred by either party due to the fault of the other regardless of the nature of this fault, or whether it was committed by the Client or the Engineer or their employees, agents or subcontractors, by reason of services rendered under this Agreement.

15 Legal Proceedings In the event Engineer's employees are at any time required by Client to provide testimony, answer interrogatories or otherwise provide information (testimony) in preparation for or at a trial, hearing, proceeding or inquiry

("proceeding") arising out of the services that are the subject of this Agreement, where Engineer is not a party to such proceeding, Client will compensate Engineer for its services and reimburse Engineer for all related direct costs incurred in connection with providing such testimony. This provision shall be of no effect if the parties have agreed in a separate agreement or an amendment to this Agreement to terms which specifically supersede this provision nor shall this provision apply in the event Client engages Engineer to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.

16 Successors and Assigns The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, provided however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.

17 Insurance Within the context of prudent business practices, Engineer shall endeavor to maintain workmen's compensation and unemployment compensation of a form and in an amount as required by state law, comprehensive general liability with limits of at least \$500,000/\$1,000,000, automotive liability with limits of at least \$500,000/\$500,000, and professional liability insurance with an annual limit of at least \$500,000. Client recognizes that insurance market is erratic and Engineer cannot guarantee to maintain the coverages identified above.

18 Information Provided by the Client. The Engineer shall indicate to the Client the information needed for rendering of services hereunder. The Client may elect to provide this information (including services by others) to the Engineer. In this case, the Client recognizes that the Engineer cannot assure the sufficiency of such information. Accordingly, the Engineer shall not be liable for any claims for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided by the Client. In addition, the Client agrees to compensate the Engineer for any time spent or expenses incurred in defending such claim or in making revisions to his work as a direct or indirect result of information provided by the Client which is insufficient.

19 Subsurface Conditions and Utilities Client recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of Engineer or Engineer's subconsultants with appropriate equipment may fail to detect certain hidden conditions. Client also recognizes that actual environmental, geological and geotechnical conditions that Engineer properly inferred to exist between sampling points may differ significantly from those that actually exist.

Engineer will locate utilities which will affect the project from information provided by the Client and utility companies and from Engineer's surveys. In that these utility locations are based, at least in part, on information from others, Engineer cannot and does not warrant their completeness and accuracy.

20 Hazardous Materials When hazardous materials are known, assumed or suspected to exist at a project site, Engineer is

required to take appropriate precautions to protect the health and safety of his personnel, to comply with the applicable laws and regulations and to follow procedures deemed prudent to minimize physical risks to employees and the public. Client hereby warrants that, if he knows or has any reason to assume or suspect that hazardous materials may exist at the project site, he will inform Engineer in writing prior to initiation of services under this Agreement.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Client agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Engineer agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. Client waives any claim against Engineer and agrees to indemnify, defend and hold Engineer harmless from any claim or liability for injury or loss arising from Engineer's encountering unanticipated hazardous materials or suspected hazardous materials. Client also agrees to compensate Engineer for any time spent and expenses incurred by Engineer in defense of any such claim.

21 **Risk Allocation** The Client recognizes that Engineer's fee includes an allowance for funding a variety of risks which affect the Engineer by virtue of his agreeing to perform services on the Client's behalf. One of these risks stems from the Engineer's potential for human error. In order for the Client to obtain the benefits of a fee which includes a lesser allowance for risk funding, the Client agrees to limit the Engineer's liability to the Client and all construction contractors arising from the Engineer's professional acts, errors or omissions, such that the total aggregate liability of the Engineer to all those named shall not exceed \$50,000 or the Engineer's total fee for the services rendered on this project, whichever is greater.

22 **Anticipated Change Orders** Client recognizes and expects that a certain amount of imprecision and incompleteness is to be expected in construction contract documents, that contractors are expected to furnish and perform work, materials and equipment that may reasonably be inferred from the contract documents or from the prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for, and that a certain amount of change orders are to be expected. As long as Engineer provides services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions, Client agrees not to make any claim against Engineer for cost of these change orders unless these costs become a significant part of the construction contract amount. In no case will Client make claim against Engineer for costs incurred if the change order work is a necessary part of the Project for which Client would have incurred cost if work had been included originally in the contract documents unless Client can demonstrate that such costs were higher through issuance of the change order than they would have been if originally included in the contract documents in which case any

claim of Client against Engineer will be limited to the cost increase and not the entire cost of the change order.

23 **Payment.** Engineer shall submit monthly statements to Client. Payment in full shall be due upon receipt of the invoice. If payments are delinquent after 30 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent per month. Payment for Engineer's services is not contingent on any factor except Engineer's ability to provide services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. If Engineer brings any action at law or in equity to enforce or interpret the terms of this Agreement, or if Engineer must either prosecute or defend any action related to the subject matter of the Agreement, and prevails in such action, then Engineer shall be entitled to reasonable attorney's fees, expenses and costs, including expert witness fees if applicable.

24 **Force Majeure** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control, including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

25 **Compliance with Laws** To the extent they apply to its employees or its services, the Engineer shall comply with all applicable United States, state, territorial and commonwealth laws, including ordinances of any political subdivisions or agencies of the United States, any state, territory or commonwealth thereof.

26 **Separate Provisions** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.

27 **Governing Law** This Agreement shall be governed by and construed in accordance with the laws of the principal place of business of the Engineer.

28 **Amendment** This Agreement shall not be subject to amendment unless another instrument is executed by duly authorized representatives of each of the parties.

29 **Entire Understanding of Agreement** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

February 7, 2011


Motice Bruce, Ph D
Director, Energy Division
Mississippi Development Authority
Post Office Box 849
Jackson, MS 39205

Dear Dr Bruce

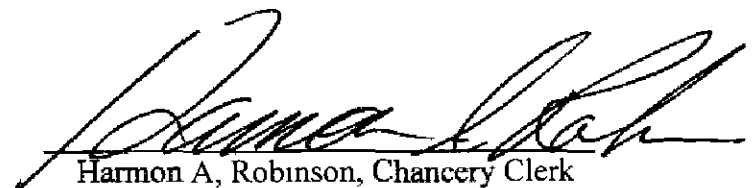
This letter is to inform your office of the authorized signature for our organization's MDA-Energy Grant Number GT11-0810-0020 R B Davis, President and Harmon A Robinson, Chancery Clerk, have the authority to sign cash request forms and other project related reports and documents related to this project

Thank you for your time and attention to this matter

AUTHORIZED SIGNATURES




R B Davis, President



Harmon A, Robinson, Chancery Clerk

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

Sincerely,


R B Davis
President

INSTRUMENT NO _____

BOOK _____

PAGE _____ THRU PAGE _____

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INTENTIONALLY

This the ____ day of _____, 20____

Harmon A Robinson Chancery Clerk
BY _____ D C

NO _____


IN THE MATTER OF AUTHORIZING THE PRESIDENT TO EXECUTE AN AGREEMENT
WITH THE WEST POINT CLAY COUNTY ANIMAL SHELTER, INC

There came on this day for consideration the matter of authorizing the President to execute an agreement with the West Point Clay County Animal Shelter, Inc

It appears to this Board that on October 7, 2010 this Board voted to support, and to contract with the West Point Clay County Animal Shelter to provide animal control services under Section 41-53-11 of the Mississippi Code, 1972

After motion by Mr Lummus and second by Mr Horton this Board doth vote unanimously to authorize the President to execute the attached contract with the West Point Clay County Animal Shelter, Inc Said contract marked as exhibit A

So ordered this the 24th day of February, 2011


President

**CONTRACT BETWEEN CLAY COUNTY, MISSISSIPPI AND
THE WEST POINT CLAY COUNTY ANIMAL SHELTER, INC**

This Contract is executed this the 24th day of February, 2011, between CLAY COUNTY, MISSISSIPPI, hereinafter referred to as "County," and the WEST POINT CLAY COUNTY ANIMAL SHELTER, INC, a non-profit corporation, hereinafter referred to as "WPCCAS," WITNESSETH

I

Purpose The purpose of this Contract is for the WPCCAS to provide services relating the the impoundment and sheltering for stray, lost, or other animals brought to the WPCCAS facility from the County and by County residents in order to assist the County in the maintenance of public health and order and with respect to the County's obligations under Miss Code Ann § 41-53-11, and in order to assure that the County's animal sheltering obligations are performed in accordance with accepted humane principals

II

Term The initial term of this Contract shall be one (1) year, commencing on the 1st day of October, 2010 and ending on the 1st day of October, 2011 Subject to the provisions of Paragraph XI concerning review of compensation provisions, this Contract will then become yearly and automatically renew itself year to year absent non-renewal by either party, notice of which shall be given by either party no later than six (6) months before expiration of the annual contract term Any notice of non-renewal or cancellation must be giving in writing, and must provide six (6) months notice prior to the cancellation date invoked

III

Maintenance The WPCCAS shall bear the responsibility for the maintenance, upkeep, repair and operation of the shelter

IV

Facility Management The WPCCAS is responsible for the daily operations of the animal shelter, for hiring and managing employees at the shelter, for the care and feeding of the animals at the shelter, for ensuring that the interior of the shelter is sanitary, and for ensuring that the shelter complies with the applicable Guidelines for the Operation of an Animal Shelter and with any other applicable guidelines

promulgated by the Humane Society of the United States and/or the American Humane Association. Nothing in this Contract shall be construed to create any obligation or duty to operate the shelter inconsistent with those guidelines or with the Ordinances of Clay County, Mississippi, under which the WPCCAS operates a shelter for the City of West Point, Clay County, Mississippi.

V

Animal Control and Handling Services The WPCCAS shall provide a receiving and impounding service for animals from County residents. WPCCAS shall be responsible for obtaining and paying for minimum emergency veterinary medical treatment for sheltered animals. WPCCAS shall provide services assisting the County Sheriff's Department relating to its statutory obligations in handling stray untagged animals and shall receive and impound such animals at the shelter. WPCCAS shall not be responsible for providing animal control services for the County. WPCCAS shall not be responsible for removing dead animals from the sides of roads or other public or private property.

VI

Notification of Owners and Return of Impounded Animals WPCCAS shall make reasonable efforts to identify and notify the owner of any animals that has been impounded from the County. The owner of any impounded animals may redeem the animals by providing to the WPCCAS satisfactory proof of ownership and licensing and payment of a daily boarding fee for the period the animal was impounded. The WPCCAS shall have the sole discretion to determine the sufficiency of an owner's proof of ownership. The daily boarding fee for impounding an animal is to be established by the WPCCAS and not to exceed the amount charged for daily boarding for dogs impounded from within the City of West Point.

VII

Disposition of Unclaimed Animals Except for those animals that, due to health problems or viciousness, may not be safely impounded, all impounded animals surrendered or delivered to the WPCCAS or picked up within the County in support of or in cooperation with County law enforcement personnel shall be kept in the animal shelter for five (5) days. If the WPCCAS determines that an animal may not be impounded consistent with the health and safety of other animals or humans, or determines that, due to health problems, the animal may not be humanely impounded, the animal may be euthanized. This decision shall be in the sole discretion of the WPCCAS. If such animal is not claimed by the owner and all fines, license fees, vaccination fees, and accrued boarding charges paid within five (5) days, the animal shall be deemed to have been abandoned and become the property of the animal shelter.

and may be adopted to a new home or may be euthanized. The disposition and the propriety of any proposed adoption of any animals shall be at the sole discretion of the WPCCAS.

VIII

Monthly Reporting and Record Keeping WPCCAS shall maintain accurate records of impounds tracking the geographic location from which animals are surrendered in the form of an intake log and an outgoing disposition log. WPCCAS shall provide to the County a written monthly report that will include a summary of the animal intake and outgoing disposition from the WPCCAS intake log and outgoing disposition log, a summary of humane investigations in the County, including any work with or cooperation with County law enforcement officers to investigate instances of animal cruelty or neglect, and a narrative of the general business of the shelter that includes a description of shelter events, changes in the shelter, and changes in the hours or other services provided by the shelter.

IX

Operating Expenses WPCCAS shall be responsible for all of the operating expenses of the animal shelter, including but not limited to, the cost of feeding the animals within the shelter, the cost of providing essential veterinary assistance, vaccinations, medications and the cost of any necessary euthanasia.

X

Compensation. The County shall pay Five Thousand Dollars (\$5,000.00) annual contributions for the services provided under this Contract, to be paid quarterly, beginning with the effective date of this Contract.

XI

Alteration of Provisions The provisions of this Contract shall not be altered without the mutual consent of both parties to this Contract and any alterations in this Contract's provisions will be effective unless reduced to writing and signed by an authorized representative of both parties. The compensation provisions contained in this Contract shall be reviewed by the parties for any necessary increases relating to the ability of WPCCAS to provide the contracted services at the stated compensation on a yearly basis at the time of and as a part of the County's annual budget process.

XII

Effective Date This Contract is effective as of October 7th, 2010, when same was duly approved by the Board of Supervisors of Clay County, Mississippi, as reflected by its Minutes for October, 2010, and is today reduced to a written Contract as of February 24th, 2011, by resolution authorizing the execution of this Contract ratifying and affirming the agreement between the parties on October 7th, 2010

This Contract is executed in duplicate originals, on this the 24th day of February, 2011

CLAY COUNTY, MISSISSIPPI

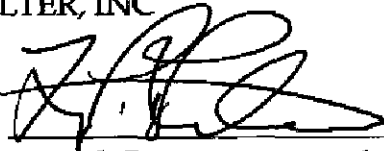
BY



President, Clay County Board of
Supervisors

WEST POINT CLAY COUNTY ANIMAL
SHELTER, INC

BY



Frank P Portera, President

NO _____

IN THE MATTER OF ADVERTISING FOR BIDS FOR A NEW ROOF ON THE DAILY
TIMES LEADER BUILDING

There came on this day for consideration the matter of advertising for bids for a new roof
on the Daily Times Leader Building

After motion by Mr Deanes and second by Mr Horton this Board doth vote unanimously
to have the Clerk to cause to be advertised in the Daily Times Leader the attached notice for bids
marked as exhibit A

So ordered this the 24th day of February, 2011


President

SECTION 00100
ADVERTISEMENT FOR BIDS

NOTICE TO BIDDERS

Sealed bids will be received in the Board of Supervisors Conference Room, Clay County Courthouse 205 Court Street, West Point, Mississippi, until 10 00 a m on March 24th, for

Re-Roofing
DTL Building-227 Court Street

P & M Project Number 2011113

Contract documents may be obtained from PRYOR & MORROW ARCHITECTS and ENGINEERS, P A , 5227 South Frontage Road, P O Box 167, Columbus, Mississippi 39703-0167

A deposit of \$50 00 is required Bid preparation will be in accordance with Section 00200 – Instructions to Bidders, bound in the Project Manual

BID GUARANTEE Proposals shall be submitted with Proposal Security in the form of Certified Check or acceptable Bid Bond in an amount equal to at least five percent (5%) of the base bid, such security is to be forfeited as liquidated damages, not penalty, by any bidder who fails to carry out the terms of the proposal The Bid Bond, if used, shall be payable to the Owner Bonds on the project must be received on or before the period scheduled for the project and no bid may be withdrawn after the scheduled closing time for the project Bids must be firm for a period of forty-five (45) days after the scheduled time of opening

PERFORMANCE-PAYMENT BOND A 100% Performance-Payment Bond issued by a surety company authorized to do business in the State of Mississippi will be required within ten (10) days after the successful bidder has been notified of the award of the contract to him

CERTIFICATE OF RESPONSIBILITY All bids submitted by a prime or subcontractor for public works or public projects where said bid is in excess of fifty thousand dollars (\$50,000) to perform contracts enumerated in Section 31-3-21, Mississippi Code of 1972, shall contain on the outside or exterior of the envelope or container of such bid the contractor's current certificate number No bid shall be opened or considered unless such contractor s current certificate number appears on the outside or exterior of said envelope or container or unless there appears a statement on the outside or exterior of such envelope or container to the effect that the bid enclosed therewith does not exceed fifty thousand dollars (\$50,000)

The Owner reserves the right to reject any or all bids and to waive irregularities

Publish February 25, 2011
March 4, 2011

END OF SECTION

XII

Effective Date This Contract is effective as of October 7th, 2010, when same was duly approved by the Board of Supervisors of Clay County, Mississippi, as reflected by its Minutes for October, 2010, and is today reduced to a written Contract as of February 24th, 2011, by resolution authorizing the execution of this Contract ratifying and affirming the agreement between the parties on October 7th, 2010

This Contract is executed in duplicate originals, on this the 24th day of February, 2011

CLAY COUNTY, MISSISSIPPI

BY 
President, Clay County Board of
Supervisors

WEST POINT CLAY COUNTY ANIMAL
SHELTER, INC

BY 
Frank P Portera, President

NO _____


IN THE MATTER OF AUTHORIZING TRAVEL FOR CONSTABLE SHERMAN IVY TO
ATTEND THE NATIONAL CONSTABLES CONVENTION IN SHREVEPORT, LOUISIANA

There came on this day for consideration the matter of authorizing travel for Constable
Sherman Ivy to attend the National Constables Convention in Shreveport, Louisiana

It appears to this Board that Mr Ivy has requested travel to Shreveport, Louisiana March
16-18, 2011 to attend the National Constables Convention

After motion by Mr Deanes and second by Mr Lummus this Board doth vote
unanimously to authorize said travel

O ordered this the 24th day of February, 2011


President

NO _____

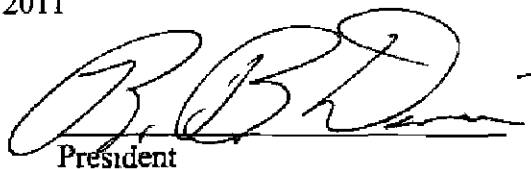
IN THE MATTER OF EXECUTIVE SESSION AS AUTHORIZED BY SECTION 25-41-
(7)(4) OF THE MISSISSIPPI CODE 1972

There came on this day for consideration Mr Lummus moved that the Board move into executive session to discuss a personnel issue involving the conduct of an employee Mr Deanes second the motion, and a unanimously vote was taken

Mr Lummus made a motion to move back into open session, and the motion was second by Mr Horton A unanimous vote was then taken to move back into open session

No vote or action was taken on the matter discussed, and the Board moved on to the next matter

So ordered this the 24th day of February, 2011


President

IN THE MATTER OF PAYING THE CLAY COUNTY MISSISSIPPI CONSTABLES
ACCORDING TO SB2860 BASED UPON THEIR GROSS FEE INCOME

There came on this day for consideration the matter of paying the Clay County Mississippi Constables according to SB2860 based upon their gross fee income

It appears to this Board that the attached exhibit A reflects the gross fee income of constables Sherman Ivy and Lewis Stafford for the month of February as submitted by the Justice Court Clerk and

It appears that the attached exhibit B represents the calculations of estimated contributions due the Public Employees Retirement System for each constable and the net fee income to be paid each constable

After motion by Mr. Lumann and second by Mr. McKee this Board doth vote unanimously to have the Chancery Clerk transfer \$566⁵⁰ to the payroll clearing account to be remitted to the Public Employees Retirement System on behalf of the Clay County Constable and to pay Sherman Ivy 2322⁹⁰ and Lewis Stafford 2260⁶⁰ as net fee income after Public Employees Retirement System deduction withheld for the month of February 2011

SO ORDERED this the 24th day of February 20 11

R B Damm
PRESIDENT

Clay County, Ms
Calculation of Estimated Contributions/Wages For Constables
As of February 20, 2011

Calculation

	Lewis Stafford	Sherman Ivy	
Gross Fee Income *	\$2,540 00	\$2,610 00	(Input)
Minimum Withholding Rate	11%	11%	
Estimated Contributions	<u>\$279 40</u>	<u>\$287 10</u>	
Estimated Contributions	\$279 40	\$287 10	
Divided by PERS EE/ER	21 00%	21 00%	
Estimated Wages To Be Reported To PERS	<u>\$1,330 48</u>	<u>\$1,367 14</u>	
Estimated Wages	\$1,330 48	\$1,367 14	
Multipled by PERS EE Rate	9 00%	9 00%	
Estimated PERS EE Contributions	<u>\$119 74</u>	<u>\$123 04</u>	
Estimated Wages	\$1,330 48	\$1,367 14	
Multipled by PERS ER Rate	12 00%	12 00%	
Estimated PERS ER Contributions	<u>\$159 66</u>	<u>\$164 06</u>	

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

Estimated Wages	\$1,330 48	\$1,367 14	
Estimated PERS EE Contributions	\$119 74	\$123 04	242 79
Estimated PERS ER Contributions	\$159 66	\$164 06	323 71
Total Estimated Contributions	<u>\$279 40</u>	<u>\$287 10</u>	

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

Gross Fee Income	\$2,540 00	\$2,610 00
Less Total Estimated PERS EE/ER Contril	<u>\$279 40</u>	<u>\$287 10</u>
Net Gross	<u>\$2,260 60</u>	<u>\$2,322 90</u>

Need an order to transfer to Payroll Clearing fund \$ 566 50 to remit with Retirment Contributions

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

NO _____

IN THE MATTER OF DESTROYING OLD SURRENDERED CAR TAGS THAT
HAVE BEEN CERTIFIED TO THE BOARD BY THE TAX COLLECTOR

There came on this day for consideration the matter of destroying old surrendered car tags that have been certified to the Board by the Tax Collector

It appears to this Board that Teretha Rupert, Clay County Tax Collector has certified to the Board of Supervisors that the attached list marked Exhibit A is a list of the car tags surrendered for the time period stated there in

SO ORDERED this the 24 day of February, 2010
R B D Davis
PRESIDENT

**TERETHA RUPERT, TAX ASSESSOR COLLECTOR
CLAY COUNTY, MISSISSIPPI**

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

The tags listed here were surrendered to our office between the period of
Jan 4 2011 and *Feb. 14 2011*

Teretha Rupert
Teretha Rupert, Tax Assessor/Collector

2/15/2011
Date

*P O Box 795, 205 Court Street, West Point, MS 39773
Phone (662) 494-2724 Fax (662) 494-7452*

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

PTRM 79594			CYP 561
CYC 453	CYA 868	NF-7128	CU3 030
CY5 624	DB/L2340	¹⁻³¹ LAI 244	CYK 224
^{01/5} CY1 885	CYP 329	CYC 252	HP 9407
CYP 216	¹⁻¹⁹ KTG 331	VR HSB 3	CYN 138
MUM 47W83	CYN 045	K78 013	CYQ 088
CYM 200	¹⁻²⁰ KTX 468	CYQ 027	CYN 813
LTH 820	CYF 501	MVSU 71V60	DB 4427
CYA 952	¹⁻²¹ CY3 447	²⁻¹ VA/LIL Kem	CYP 655
CYP 039	CYG 826	CYP 559	CD-6256%
BIO/2AS 646	CYA 273	CYN 718	DB 19120
CY2 773	¹⁻²⁴ CYN 4169	CYQ 036	CY6 065
CYC 097	BIO 3AK 851	²⁻² CYN 070	NG/A2316
CY2 773	CYL 233	CYQ 639	CYQ 008
CY1 102	DB L2431	CYQ 224	^{2/8} CY2 150
MJH 979	CYM 569	CY2 331	Leh 167
EI 21 EI	CYD 169	CYB 212	CYN 156
CY17299	¹⁻²⁵ CYQ 209	ED 1426	CY2 287
CY2 005	CYN 112	MSU 292m1	CYA 989
CY1 767	ITL 4790P	Mac1647	CYM 073
CY2 549	^{1/26} CY1 738	CHB 373	CYI 523
¹⁻⁷ CY3 251	CY15 728	CHB 372	^{2/10} DB/L2453
¹⁻¹¹ CYB 815	CYM-16P	²⁻³ LUH 410	CYA 809
CYB 424	WM 13108R	CYH-787	CY5 664
CYF 738	^{1/21} CYI 810	MJ3 332	CY2 390
CYC 142	CYF 855	UM 503R5	CYP 521
LTH 741	AT 568628	²⁻⁴ Y5 853	CYP 544
¹⁻¹² CYQ 250	CYP 055	CL R99CL	DB/79M3
BB 1899	CYH 054	FIO 1AE 771	CY2 58
¹⁻¹³ CYE 202	CYC 123	CYP 244	²⁻¹¹ CYP 676
CH 245 CH	¹⁻²⁸ CYM 085	BIO 3AK 224	CH 2230
CYI 298	CYI 062	CYP 732	MJ3 282
¹⁻¹⁶ CY3 427	CYC 512	^{2/1} CYN 272	C420 WY
CY2 457	CYM 959	CY5 429	KTY 461
CHV 242	DB DC480	⁴⁵⁹ CY5 774	^{2/14} CYK 731
MVSU/71V65	CYB 971	DB/79040	KTD 355
CY4 449	CYD 371	KTE 200	CYN 380
MSU 0641m	AT-156364	CYI 903	
MSU 195m1	UM-02R12		

NO _____

IN THE MATTER OF ACCEPTING BIDS FOR PHASE III OF THE CLAY COUNTY
AGRICULTURAL SCHOOL RENOVATION PROJECT


There came on this day for consideration the matter of accepting bids for Phase III of the
Clay County Agricultural School Renovation Project

It appears to this Board that seven (7) bids were received , to wit,

<u>Contractors</u>	<u>Base</u>	<u>Alternate</u>
1) Bruce Massey Construction	\$ 208,500 00	\$ 132,300 00
2) CIG Contractors	222,600 00	136,300 00
3) Mast Construction	252,000 00	187,000 00
4) Ralph McKnight & Son	235,384 00	163,812 00
5) Tombigbee Contractors	202,000 00	128,000 00
6) Legacy Construction	164,703 00	131,787 00
7) O'Brian Construction	181,900 00	147,786 00

After motion by Mr Deanes and second by Mr McKee this Board doth vote unanimously
to take the bids under advisement for study with the architect

So ordered this the 24th day of February, 2011


President

February 24, 2011
9:00 a.m.



Cel

Legacy Building Compan
Certificate of Responsib
Bonding Company Amei
O'Brien Construction
Certificate of Responsib
Bonding Company Nat
Tombigbee Contractors,
Certificate of Responsib
Bonding Company Ame
Bruce Massey Construct
Certificate of Responsib
Bonding Company Gra
CIG Contractors, Inc
Certificate of Responsib
Bonding Company Tra
Ralph McKnight & Son
Certificate of Responsib
Bonding Company Lab
Mast Construction, Inc
Certificate of Responsib
Bonding Company Gra
PRYOR & MORROW
P O BOX 167
COLUMBUS, MISSISS
Roger A Pryor AIA
PRYOR & MORROW
**Deduct by Contract

NOTICE TO BIDDERS

Sealed bids will be received by the Clay County Board of Supervisors in the Board Conference Room of the Clay County Courthouse, there appears a statement on the outside or exterior of such envelope or container to the effect that the bid enclosed therewith did not exceed fifty thousand dollars (\$50,000). The Owner reserves the right to reject any or all bids and to waive informalities.

Publish
January 23, 2011
January 30, 2011

1. GUEST BODY SHOP, LLC
2. GUEST BODY SHOP, LLC
3. GUEST BODY SHOP, LLC
4. WHITE OIL CO. INC. & TREC
5. JIM'S AUTO PARTS, WEST PO
6. PRECISION
7. PRECISION
8. ATIONS, INC.
9. ATIONS, INC.
10. MERCHANT CO
11. FOUR-COUNTY ELECTRIC POWE
12. FOUR-COUNTY ELECTRIC POWE
13. FOUR-COUNTY ELECTRIC POWE
14. FOUR-COUNTY ELECTRIC POWE
15. FOUR-COUNTY ELECTRIC POWE

The State of Mississippi

CLAY COUNTY

AFFIDAVIT OF PUBLICATION

Before me in and for said county this day personally came the undersigned representative of the Daily Times Leader, a newspaper published in the City of West Point, of said county and state who being duly sworn deposeth and says that the publication of a certain notice a true copy of which, is hereto fixed has been made for _____ weeks consecutively to wit

Dated 1-23 20 11
Dated 1-30 20 11
Dated _____ 20 ____
Dated _____ 20 ____
Dated _____ 20 ____

Said representative further certifies that the several numbers of the newspaper containing the above mentioned notice have been produced and compared with the copy affixed and that the publication thereof has been correctly made

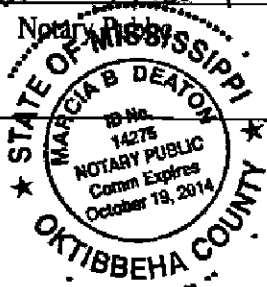
WITNESS MY HAND AND SEAL OF OFFICE, this the _____ day of February, A.D., 2011

DAILY TIMES LEADER

By Natasha Watson
() Publisher (X) Clerk
() Editor () Printer

Publication Fee \$ 78.54
Proof(s) Of Publication \$ 3.00
Total Charges \$ 81.54

AFFIDAVIT# 17496



**SECTION 00400
PROPOSAL FORM**

DATE 2/24/11
PROPOSAL OF Legacy Building Company LLC
PROJECT WEST CLAY AGRICULTURAL HIGH SCHOOL
LIMITED RENOVATION, PHASE III

OWNER CLAY COUNTY
MISSISSIPPI

OWNER'S
REPRESENTATIVE MR. ROBBIE ROBINSON CHANCERY CLERK
CLAY COUNTY, MISSISSIPPI

MISSISSIPPI DEPARTMENT OF ARCHIVES & HISTORY REPRESENTATIVE
MR. MINGO TINGLE

Having carefully examined the Contract Documents entitled WEST CLAY AGRICULTURAL HIGH SCHOOL LIMITED RENOVATION, PHASE III, as prepared by PRYOR & MORROW ARCHITECTS AND ENGINEERS, and dated December 17, 2010 as well as the premises and conditions affecting the work, the undersigned proposes to furnish all labor, materials and services required by the Contract Documents for the entire work and in accordance with the Contract Documents for the sum of

BASE BID First Floor Renovation

One Hundred Sixty Four Seven Zero Three DOLLARS
(\$ 164,703 -)

ALTERNATE NO. 1 Second Floor Renovation

One Hundred Thirty One Seven Eight Seven DOLLARS
(\$ 131,787 -)

The Contractor shall promptly commence work to be performed under this Agreement on a date to be specified in a written order from the Architect. Time of Completion is an important consideration on the project. The Contractor proposes to substantially complete the work of the base bid Within 90 calendar days from the date of the notice to proceed

The contractor proposes to substantially complete the work of the base bid plus the work of alternate No. 1 within 45 calendar days from the date of the notice to proceed

West Clay Agricultural High School Limited Renovation Phase III

If written notice of the acceptance of the bid is mailed, telegraphed or delivered to the undersigned within thirty (30) days after the date of opening of the bids or any time thereafter before this bid is withdrawn, the undersigned will within five (5) days after the date of such mailing, telegraphing or delivering of such notice, execute and deliver a contract in the form of agreement included in the specifications

ADDENDUM RECEIPT

The receipt of the following Addenda to the Drawings and Specifications is hereby acknowledged

ADDENDUM NO 1 DATED 2/15/11 NO OF PAGES
 ADDENDUM NO _____ DATED _____ NO OF PAGES
 ADDENDUM NO _____ DATED _____ NO OF PAGES

The bidder hereby confirms that he has determined that the site is satisfactory in all respects for the work, and he has read the contract documents and is fully cognizant and is familiar with all the terms and conditions thereof

Respectfully Submitted

Signed * Larry Bailey, General
 By Larry Bailey
 Title Manager
 Address PO Box 881
Starkville, MS 39762

Certificate of Responsibility Number 18013-MC

*If bidder is corporation, write State of Incorporated under signature If bidder is partnership, show names of all partners

Note Bidder's Certificate of Responsibility Number is required on the outside of the envelope that contains the proposal of the Bidder



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Legacy Building Company, LLC.
P O Box 851
Starksville, MS 39760

as Principal, hereinafter called the Principal, and **American Southern Insurance Company, 1301 Hightower Trail, Suite 210, Atlanta, GA 30350** a corporation duly organized under the laws of the State of **Kansas** as Surety, hereinafter called the Surety, are held and firmly bound unto

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

as Obligor, hereinafter called the Obligor, in the sum of **FIVE PERCENT OF AMOUNT BID - PENAL SUM NOT TO EXCEED TEN THOUSAND DOLLARS (5% Not To Exceed \$10,000.00)**

for the payment of which sum well and truly to be made the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents

WHEREAS, the *Principal* has submitted a bid for

West Clay Agricultural High School Limited Renovation - Phase III

NOW, THEREFORE, if the Obligor shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligor in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligor the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligor may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **24th day of February, 2011**

Karen B Reid
(Witness)

Jamela Ivy
(Witness)

Legacy Building Company, LLC,
(Principal) (Seal)
Willis G. Mays
(Title)

American Southern Insurance Company
(Surety)
D. J. Kersey
Donald J Kersey, Attorney In Fact

AIA CAUTION You should sign an original AIA document which has this caution printed in red
An original assures that changes will not be obscured as may occur when documents are reproduced
WARNING Unlicensed photocopying violates U S copyright law and is subject to legal prosecution.

AMERICAN SOUTHERN INSURANCE COMPANY

Home Office 3715 Northside Parkway NW
Bldg 400, Suite 800
Atlanta, Georgia 30327

Mailing Address P O Box 723030
Atlanta, GA 31139-0030

GENERAL POWER OF ATTORNEY

Know all men by these Presents, that the American Southern Insurance Company had made, constituted and appointed, and by these presents does make, constitute and appoint Stefan E Tauger of Parker Colorado Donald J Kersey of Birmingham Alabama Arthur S Johnson of Atlanta Georgia Donald H Gibbs of Atlanta, Georgia, Andrew C Heaner of Atlanta, Georgia, Richard L. Shanahan of Atlanta Georgia Katherine S Grimsley of Tampa Florida Jeffery L Booth of Parma Ohio, James E Feldner of West Lake, Ohio, Cheryl L Torrao of Canton, Georgia Garry W Black of Murfreesboro Tennessee Martha G Ross of Charlotte, North Carolina, David R Brett of Columbia South Carolina or Diane L McLain of itchburg Wisconsin EACH as its true and lawful attorney for it and its name place and stead to execute on behalf of the said company, as surety bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of \$1 000 000 (one million dollars) including but not limited to consents of surety for the release of retained percentages and/or final estimates on construction contracts or similar authority requested by the Department of Transportation State of Florida and the execution of such undertakings bonds, recognizances and other surety obligations, in pursuance of the presents shall be as binding upon the Company as if they had been duly signed by the President and attested by the Secretary of the Company in their own proper persons

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the American Southern Insurance Company on the 26th day of May, 1998

RESOLVED that the Chairman, President or any Vice President of the Company be and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the American Southern Insurance Company bonds undertakings and all contracts of suretyship and that any Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future with respect to any bond undertaking or contract of suretyship to which it is attached

In Witness Whereof the American Southern Insurance Company has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Secretary this 17th day of December, 2009

Attest:

Gail A. Lee Secretary

By

American Southern Insurance Company

Scott G Thompson, President

STATE OF GEORGIA

SS

COUNTY OF FULTON

On this 17th day of December 2009 before me personally came Scott G. Thompson to me known, who being by me duly sworn, did depose and say that he resides in Atlanta, in the County of Fulton, State of Georgia at 421 Hollydale Court; that he is the President of American Southern Insurance Company the corporation described in and which executed the above instrument; that he knows the seal of the said corporation and the seal affixed to the said instrument is such corporate seal that it was so affixed and that he signed his name thereto pursuant to due authorization.

STATE OF GEORGIA

SS

COUNTY OF FULTON

Candace T Cheatham
Notary Public State of Georgia
Qualified in DeKalb County
Commission Expires December 7 2013

I the undersigned a Vice President of American Southern Insurance Company a Kansas Corporation DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked and furthermore that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force

Signed and sealed at the City of Atlanta Dated the 24th day of February 2011

Power No 24076

John R Huot
Vice President

COLUMBUS OFFICE
P O Box 167
5227 South Frontage Rd
Columbus, MS 39703-0167
Phone (662) 327-8990
Fax (662) 327-8991



ROGER A PRYOR AIA
JOHN C MORROW AIA
RUD B ROBISON, JR , AIA
WILLIAM V DEXTER, JR , AIA
COREY D RAVENHORST P E

ADDENDUM NO ONE

February 18, 2011

Project **West Clay Agricultural High School-Pheba, MS**
Limited Renovation - Phase III
2010159

The following additions, changes, clarifications, and substitutions to the drawings and specifications are to be included as part of the contract documents. Acknowledge receipt of this addendum by inserting its number and date in the proposal form.

Bid Date Sealed bids will be received by the Clay County Board of Supervisors in the Board Conference Room of the Clay County Courthouse, West Point Mississippi, until 9 00 a.m. on Thursday, February 24, 2011.

Addendum Table of Contents **2-8-1/2 x 11 pages of Addendum**

Total of Two (2) pages

Refer to Specifications

- Item No 1 Refer to Section 01110, Summary of Work. Add the following note
- Owner is responsible for removing furnishings at second floor
- Item No 2 Refer to Section 09650, Vinyl Composition Tile. Add the following note
- In first floor rooms scheduled to receive new VCT, furnish and install 1/4-inch underlayment equal to Weyerhaeuser structurewood


Refer to Drawings

- Item No 3 Refer to Sheet A1 1, proposed second floor plan (Alternate No 1). Revise as follows
- Omit Note 2. No underlayment is required
 - Add Note 3 to four (4) windows of rooms 203 and at stairway landing

Item No. 4. Refer to Sheet D1 1, Demolition second floor plan (Alternate No 1). Revise as follows.

- Remove particle board underlayment in rooms 203, 204 and 205

End of Addendum No. One



Roger A. Pryor, AIA
Pryor & Morrow Architects and Engineers, P.A.

2010159
West Clay Agricultural High School Limited Renovation Phase III

SECTION 00400
PROPOSAL FORM

DATE February 24, 2011

PROPOSAL OF Ralph McKnight & Son Consturction, Inc

PROJECT WEST CLAY AGRICULTURAL HIGH SCHOOL
LIMITED RENOVATION, PHASE III

OWNER CLAY COUNTY
MISSISSIPPI

OWNER'S
REPRESENTATIVE MR. ROBBIE ROBINSON CHANCERY CLERK
CLAY COUNTY, MISSISSIPPI

MISSISSIPPI DEPARTMENT OF ARCHIVES & HISTORY REPRESENTATIVE
MR MINGO TINGLE

Having carefully examined the Contract Documents entitled WEST CLAY AGRICULTURAL HIGH SCHOOL LIMITED RENOVATION, PHASE III, as prepared by PRYOR & MORROW ARCHITECTS AND ENGINEERS, and dated December 17, 2010 as well as the premises and conditions affecting the work, the undersigned proposes to furnish all labor, materials and services required by the Contract Documents for the entire work and in accordance with the Contract Documents for the sum of

BASE BID First Floor Renovation

TWO HUNDRED THIRTY FIVE THOUSAND THREE HUNDRED EIGHTY FOUR
(\$ 235,384⁰⁰) DOLLARS

ALTERNATE NO 1 Second Floor Renovation

ONE HUNDRED SIXTY THREE THOUSAND EIGHT HUNDRED TWELVE
(\$ 163,812⁰⁰) DOLLARS

The Contractor shall promptly commence work to be performed under this Agreement on a date to be specified in a written order from the Architect. Time of Completion is an important consideration on the project. The Contractor proposes to substantially complete the work of the base bid Within 100 calendar days from the date of the notice to proceed

The contractor proposes to substantially complete the work of the base bid plus the work of alternate No 1 within 150 calendar days from the date of the notice to proceed

© 2010 Pryor & Morrow Architects and Engineers P A

Proposal 00400-1

West Clay Agricultural High School Limited Renovation Phase III

If written notice of the acceptance of the bid is mailed, telegraphed or delivered to the undersigned within thirty (30) days after the date of opening of the bids or any time thereafter before this bid is withdrawn, the undersigned will within five (5) days after the date of such mailing, telegraphing or delivering of such notice, execute and deliver a contract in the form of agreement included in the specifications

ADDENDUM RECEIPT

The receipt of the following Addenda to the Drawings and Specifications is hereby acknowledged

ADDENDUM NO 1 DATED 2/18/11 NO OF PAGES
 ADDENDUM NO _____ DATED _____ NO OF PAGES
 ADDENDUM NO _____ DATED _____ NO OF PAGES

The bidder hereby confirms that he has determined that the site is satisfactory in all respects for the work, and he has read the contract documents and is fully cognizant and is familiar with all the terms and conditions thereof

Respectfully Submitted

Signed * Ralph McKnight & Son Construction, Inc
Mississippi

By *Ralph McKnight*
President

Title _____

Address P O Box 656
Kosciusko, Ms 39090

Certificate of Responsibility Number 02879 MC

*If bidder is corporation, write State of Incorporated under signature If bidder is partnership, show names of all partners

Note Bidder's Certificate of Responsibility Number is required on the outside of the envelope that contains the proposal of the Bidder

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we

Ralph McKnight & Son Construction, Inc

P O Box 656 Kosciusko, MS 39090

as Principal, hereinafter called the Principal, and

Liberty Mutual Insurance Company

175 Berkeley Street Boston MA 02116

a corporation duly organized under the laws of the State of MA

as Surety hereinafter called the Surety, are held and firmly bound unto

Clay County Board of Supervisors

West Point, MS

as Oblige, hereinafter called the Oblige, in the sum of Five Percent of Amount Bid

Dollars (\$ 5%)

for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves our heirs executors administrators successors and assigns, jointly and severally, firmly by these presents


WHEREAS the Principal has submitted a bid for

West Clay Agricultural High School Limited Renovation Phase III CHPG #2009-005, MDAH #11-030-10

NOW THEREFORE, the condition of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation to be void, otherwise the Principal and Surety will pay unto the Oblige the difference in money between the amount of the bid of the said Principal and the amount for which the Oblige legally contracts with another party to perform the work if the latter amount be in excess of the former, but in no event shall liability hereunder exceed the penal sum hereof

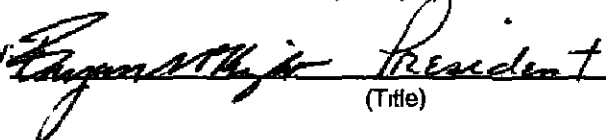
Signed and sealed this 24th day of February A.D. 2011


(Witness)


Angela Bullie (Witness)


Ralph McKnight & Son Construction, Inc

(Principal) (Seal)

By 
(Title)

Liberty Mutual Insurance Company

(Surety) (Seal)

By 
Linda D. Whittington (Attorney-in-Fact)

Bottrell Insurance

Mississippi Resident Agent

This Power of Attorney limits the acts of those named herein and they have no authority to bind the Company except in the manner and to the extent herein stated Not valid for mortgage note, loan, letter of credit, bank deposit, currency rate interest rate or residual value guarantees To confirm the validity of this Power of Attorney call 610-832-8240 between 9 00 am and 4 30 pm EST on any business day

**LIBERTY MUTUAL INSURANCE COMPANY
BOSTON MASSACHUSETTS
POWER OF ATTORNEY**

KNOW ALL PERSONS BY THESE PRESENTS

That Liberty Mutual Insurance Company (the "Company") a Massachusetts stock insurance company pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint, **Linda D Whittington** its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge at any location within the United States the following surety bond.

Principal Name Ralph McKnight & Son Construction, Inc

Obligee Name Clay County Board of Supervisors

LMS Surety Bond Number Bid Bond

Bond Amount See Bond Form

That this power is made and executed pursuant to and by authority of the following By-law and Authorization

ARTICLE XIII - Execution of Contracts Section 5 Surety Bonds and Undertakings

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make execute seal acknowledge and deliver as surety any and all undertakings bonds recognizances and other surety obligations. Such attorneys-in fact, subject to the limitations set forth in their respective powers of attorney shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company When so executed such instruments shall be as binding as if signed by the president and attested by the secretary

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII Section 5 of the By-laws Gamet W Elliott, Assistant Secretary of Liberty Mutual Insurance Company is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make execute seal acknowledge and deliver as surety any and all undertakings bonds recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting Pennsylvania this 28th day of MARCH, 2009



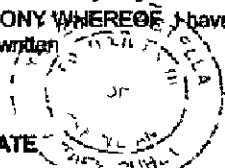
LIBERTY MUTUAL INSURANCE COMPANY

By Gamet W. Elliott
Gamet W Elliott Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 28th day of MARCH 2009 before me a Notary Public personally came Gamet W Elliott to me known and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company that he knows the seal of said corporation and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation

IN TESTIMONY WHEREOF I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting Pennsylvania on the day and year first above written



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella Notary Public
Plymouth Twp Montgomery County
My Commission Expires March 28 2013

By Teresa Pastella
Teresa Pastella Notary Public

CERTIFICATE

I the undersigned Assistant Secretary of Liberty Mutual Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full true and correct copy is in full force and effect on the date of this certificate and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII Section 5 of the By-laws of Liberty Mutual Insurance Company

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March 1980

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds shall be valid and binding upon the company with the same force and effect as though manually affixed

IN TESTIMONY WHEREOF I have hereunto subscribed my name and affixed the corporate seal of the said company this 24th day of February, 2011



By David M Carey
David M Carey Assistant Secretary

SECTION 00400 PROPOSAL FORM

DATE February 24, 2011PROPOSAL OF Ralph McKnight & Son Consturction, IncPROJECT WEST CLAY AGRICULTURAL HIGH SCHOOL
LIMITED RENOVATION, PHASE IIIOWNER CLAY COUNTY
MISSISSIPPIOWNER'S
REPRESENTATIVE MR. ROBBIE ROBINSON CHANCERY CLERK
CLAY COUNTY, MISSISSIPPIMISSISSIPPI DEPARTMENT OF ARCHIVES & HISTORY REPRESENTATIVE
MR. MINGO TINGLE

Having carefully examined the Contract Documents entitled WEST CLAY AGRICULTURAL HIGH SCHOOL LIMITED RENOVATION, PHASE III, as prepared by PRYOR & MORROW ARCHITECTS AND ENGINEERS, and dated December 17, 2010 as well as the premises and conditions affecting the work, the undersigned proposes to furnish all labor, materials and services required by the Contract Documents for the entire work and in accordance with the Contract Documents for the sum of

BASE BID First Floor Renovation

TWO HUNDRED THIRTY FIVE THOUSAND THREE HUNDRED EIGHTY FOUR DOLLARS
 (\$ 235,384.00)

ALTERNATE NO 1 Second Floor Renovation

ONE HUNDRED SIXTY THREE THOUSAND EIGHT HUNDRED TWELVE DOLLARS
 (\$ 163,812.00)

The Contractor shall promptly commence work to be performed under this Agreement on a date to be specified in a written order from the Architect. Time of Completion is an important consideration on the project. The Contractor proposes to substantially complete the work of the base bid Within 100 calendar days from the date of the notice to proceed

The contractor proposes to substantially complete the work of the base bid plus the work of alternate No 1 within 150 calendar days from the date of the notice to proceed

West Clay Agricultural High School Limited Renovation Phase III

If written notice of the acceptance of the bid is mailed, telegraphed or delivered to the undersigned within thirty (30) days after the date of opening of the bids or any time thereafter before this bid is withdrawn, the undersigned will within five (5) days after the date of such mailing, telegraphing or delivering of such notice, execute and deliver a contract in the form of agreement included in the specifications

ADDENDUM RECEIPT

The receipt of the following Addenda to the Drawings and Specifications is hereby acknowledged

ADDENDUM NO 1 DATED 2/18/11 NO OF PAGES
 ADDENDUM NO _____ DATED _____ NO OF PAGES
 ADDENDUM NO _____ DATED _____ NO OF PAGES

The bidder hereby confirms that he has determined that the site is satisfactory in all respects for the work, and he has read the contract documents and is fully cognizant and is familiar with all the terms and conditions thereof

Respectfully Submitted

Signed * Ralph McKnight & Son Construction, Inc.
Mississippi

By *Ralph McKnight*

Title President

Address P O Box 656
Kosciusko, Ms 39090

Certificate of Responsibility Number 02879 MC

*If bidder is corporation, write State of Incorporated under signature If bidder is partnership, show names of all partners

Note Bidder's Certificate of Responsibility Number is required on the outside of the envelope that contains the proposal of the Bidder

2010159
West Clay Agricultural High School Limited Renovation Phase III

SECTION 00400
PROPOSAL FORM

DATE 2/24/2011
PROPOSAL OF TOM BEEBEE Contractors
PROJECT WEST CLAY AGRICULTURAL HIGH SCHOOL
LIMITED RENOVATION, PHASE III

OWNER CLAY COUNTY
MISSISSIPPI

OWNER'S
REPRESENTATIVE MR. ROBBIE ROBINSON CHANCERY CLERK
CLAY COUNTY, MISSISSIPPI

MISSISSIPPI DEPARTMENT OF ARCHIVES & HISTORY REPRESENTATIVE
MR. MINGO TINGLE

Having carefully examined the Contract Documents entitled WEST CLAY AGRICULTURAL HIGH SCHOOL LIMITED RENOVATION, PHASE III, as prepared by PRYOR & MORROW ARCHITECTS AND ENGINEERS, and dated December 17, 2010 as well as the premises and conditions affecting the work, the undersigned proposes to furnish all labor, materials and services required by the Contract Documents for the entire work and in accordance with the Contract Documents for the sum of

BASE BID First Floor Renovation

Two hundred two thousand DOLLARS
(\$ 202,000.00)

ALTERNATE NO. 1 Second Floor Renovation

one hundred twenty eight thousand DOLLARS
(\$ 128,000.00)

The Contractor shall promptly commence work to be performed under this Agreement on a date to be specified in a written order from the Architect. Time of Completion is an important consideration on the project. The Contractor proposes to substantially complete the work of the base bid Within 160 calendar days from the date of the notice to proceed

The contractor proposes to substantially complete the work of the base bid plus the work of alternate No. 1 within 180 calendar days from the date of the notice to proceed

2010159
West Clay Agricultural High School Limited Renovation Phase III

If written notice of the acceptance of the bid is mailed, telegraphed or delivered to the undersigned within thirty (30) days after the date of opening of the bids or any time thereafter before this bid is withdrawn, the undersigned will within five (5) days after the date of such mailing, telegraphing or delivering of such notice, execute and deliver a contract in the form of agreement included in the specifications

ADDENDUM RECEIPT

The receipt of the following Addenda to the Drawings and Specifications is hereby acknowledged

ADDENDUM NO 1 DATED 2/18/2011 NO OF PAGES
ADDENDUM NO _____ DATED _____ NO OF PAGES
ADDENDUM NO _____ DATED _____ NO OF PAGES

The bidder hereby confirms that he has determined that the site is satisfactory in all respects for the work, and he has read the contract documents and is fully cognizant and is familiar with all the terms and conditions thereof

Respectfully Submitted

Signed *

Charles Eaker

By

Charles EAKER

Title

Partner

Address

619 Hwy 165N
Abbeville, MS. 39730

Certificate of Responsibility Number

11621

*If bidder is corporation, write State of Incorporated under signature If bidder is partnership, show names of all partners

Note Bidder's Certificate of Responsibility Number is required on the outside of the envelope that contains the proposal of the Bidder

2010159
West Clay Agricultural High School Limited Renovation Phase III

SECTION 00400
PROPOSAL FORM

DATE 2/24/2011

PROPOSAL OF TOM BIGBEE Contractors

PROJECT WEST CLAY AGRICULTURAL HIGH SCHOOL
LIMITED RENOVATION, PHASE III

OWNER CLAY COUNTY
MISSISSIPPI

OWNER'S
REPRESENTATIVE MR. ROBBIE ROBINSON CHANCERY CLERK
CLAY COUNTY, MISSISSIPPI

MISSISSIPPI DEPARTMENT OF ARCHIVES & HISTORY REPRESENTATIVE
MR. MINGO TINGLE

Having carefully examined the Contract Documents entitled WEST CLAY AGRICULTURAL HIGH SCHOOL LIMITED RENOVATION, PHASE III, as prepared by PRYOR & MORROW ARCHITECTS AND ENGINEERS, and dated December 17, 2010 as well as the premises and conditions affecting the work, the undersigned proposes to furnish all labor, materials and services required by the Contract Documents for the entire work and in accordance with the Contract Documents for the sum of

BASE BID First Floor Renovation

Two hundred Two thousand DOLLARS
(\$ 202,000.00)

ALTERNATE NO. 1 Second Floor Renovation

one hundred twenty eight DOLLARS
(\$ 128,000.00) thousand

The Contractor shall promptly commence work to be performed under this Agreement on a date to be specified in a written order from the Architect. Time of Completion is an important consideration on the project. The Contractor proposes to substantially complete the work of the base bid Within 180 calendar days from the date of the notice to proceed.

The contractor proposes to substantially complete the work of the base bid plus the work of alternate No. 1 within 180 calendar days from the date of the notice to proceed.

2010159
West Clay Agricultural High School Limited Renovation Phase III

If written notice of the acceptance of the bid is mailed, telegraphed or delivered to the undersigned within thirty (30) days after the date of opening of the bids or any time thereafter before this bid is withdrawn, the undersigned will within five (5) days after the date of such mailing, telegraphing or delivering of such notice, execute and deliver a contract in the form of agreement included in the specifications

ADDENDUM RECEIPT

The receipt of the following Addenda to the Drawings and Specifications is hereby acknowledged

ADDENDUM NO 1 DATED 7/18/2011 NO OF PAGES
ADDENDUM NO _____ DATED _____ NO OF PAGES
ADDENDUM NO _____ DATED _____ NO OF PAGES

The bidder hereby confirms that he has determined that the site is satisfactory in all respects for the work, and he has read the contract documents and is fully cognizant and is familiar with all the terms and conditions thereof

Respectfully Submitted

Signed *

Charles Eaves

By

Charles EAVES

Title

Partner

Address

619 Hwy 145N
Aberdeen, MS. 39730

Certificate of Responsibility Number

11621

*If bidder is corporation, write State of Incorporated under signature If bidder is partnership, show names of all partners

Note Bidder's Certificate of Responsibility Number is required on the outside of the envelope that contains the proposal of the Bidder



ALA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Tombigbee Contractors, LLC
P O Box 959
Aberdeen, MS 39730

as Principal, hereinafter called the Principal, and **American Southern Insurance Company, 1301 Hightower Trail, Suite 210, Atlanta, GA 30350** a corporation duly organized under the laws of the State of **Kansas** as Surety, hereinafter called the Surety are held and firmly bound unto

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

as Obligee hereinafter called the Obligee, in the sum of **FIVE PERCENT OF AMOUNT BID – PENAL SUM NOT TO EXCEED TWENTY THOUSAND DOLLARS (5% Not To Exceed \$20,000 00)**

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents

WHEREAS, the *Principal* has *submitted* a bid for

West Clay Agricultural High School Limited Renovation Phase III

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect

Signed and sealed this **24th day of February, 2011**

Tim Martin
(Witness)

Jameca Chey
(Witness)

Tombigbee Contractors, LLC
(Principal) *Charles Eaves partner* (Seal)
(Title)

American Southern Insurance Company
(Surety) *D. J. Kersey*
Donald J Kersey, Attorney In Fact

AIA CAUTION You should sign an original AIA document which has this caution printed in red

An original assures that changes will not be obscured as may occur when documents are reproduced

WARNING Unlicensed photocopying violates U S copyright law and is subject to legal prosecution

AMERICAN SOUTHERN INSURANCE COMPANY

Home Office 3715 Northside Parkway, NW
Bldg 400, Suite 800
Atlanta, Georgia 30327

Mailing Address P O Box 723030
Atlanta GA 31139-0030

GENERAL POWER OF ATTORNEY

Know all men by these Presents, that the American Southern Insurance Company had made constituted and appointed, and by these presents does make, constitute and appoint Stefan E. Tauger of Parker Colorado, Donald J Kersey of Birmingham, Alabama, Arthur S Johnson of Atlanta, Georgia Donald H Gibbs of Atlanta Georgia Andrew C Heaner of Atlanta, Georgia, Richard L Shanahan of Atlanta, Georgia, Katherine S Grimsley of Tampa Flonda, Jeffery L Booth of Parma, Ohio, James E. Feldner of West Lake, Ohio, Cheryl L. Torrao of Canton, Georgia, Garry W Black of Murfreesboro Tennessee, Martha G Ross of Charlotte, North Carolina, David R Brett of Columbia, South Carolina or Diane L McLain of Fitchburg, Wisconsin EACH as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of \$1 000 000 (one million dollars), including but not limited to consents of surety for the release of retained percentages and/or final estimates on construction contracts or similar authority requested by the Department of Transportation State of Florida, and the execution of such undertakings, bonds, recognizances and other surety obligations in pursuance of the presents shall be as binding upon the Company as if they had been duly signed by the President and attested by the Secretary of the Company in their own proper persons


This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the American Southern Insurance Company on the 26th day of May, 1998

RESOLVED, that the Chairman, President or any Vice President of the Company be and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the American Southern Insurance Company bonds, undertakings and all contracts of suretyship and that any Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future with respect to any bond undertaking or contract of suretyship to which it is attached

In Witness Whereof, the American Southern Insurance Company has caused its official seal to be hereto affixed and these presents to be signed by its President and attested by its Secretary this 17th day of December, 2009

Attest: 
Gail A. Lee, Secretary

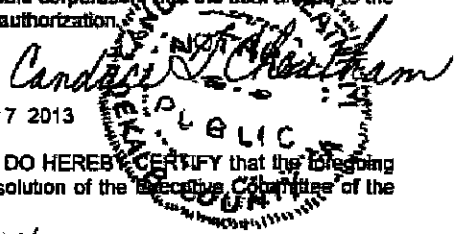
By 
Scott G. Thompson, President

STATE OF GEORGIA
SS
COUNTY OF FULTON

On this 17th day of December, 2009 before me personally came Scott G Thompson to me known, who being by me duly sworn, did depose and say that he resides in Atlanta, in the County of Fulton State of Georgia, at 421 Hollydale Court; that he is the President of American Southern Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation, that the seal affixed to the said instrument is such corporate seal, that it was so affixed and that he signed his name thereto pursuant to due authorization.

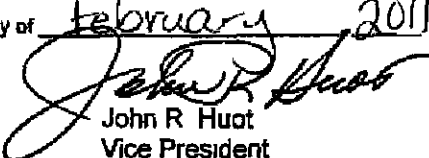
STATE OF GEORGIA
SS
COUNTY OF FULTON

Candace T Cheatham
Notary Public, State of Georgia
Qualified in DeKalb County
Commission Expires December 7 2013



I the undersigned, a Vice President of American Southern Insurance Company, a Kansas Corporation DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked and furthermore that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Atlanta Dated the 24th day of February 2011


John R. Huot
Vice President

Power No 24073

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we (Here insert full name and address or legal title of Contractor)

O'Brian Construction, LLC

as Principal hereinafter called the Principal, and (Here insert full name and address or legal title of Surety)

Nationwide Mutual Insurance Company

Des Moines Iowa

a corporation duly organized under the laws of the State of Ohio

as Surety hereinafter called the Surety, are held and firmly bound unto (Here insert full name and address or legal title of Owner)

Clay County, MS

as Obligee, hereinafter called the Obligee, in the sum of 5% Dollars (5%) for the payment of which sum well and truly to be made the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents

WHEREAS the Principal has submitted a bid for (Here insert full name address and description of project)

West Clay Agricultural High School Limited Renovation – Phase III, Interior remodel, West Point, MS

NOW THEREFORE if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof or in the event of the failure of the Principal to enter such Contract and give such bond or bonds if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid then this obligation shall be null and void otherwise to remain in full force and effect.

Signed and sealed this 21st day of February 2011

O Brian Construction, LLC

(Seal)

(Witness)

(Title)

(Witness)

Nationwide Mutual Insurance Company

Karen Peters

Attorney-in-Fact





POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS THAT Nationwide Mutual Insurance Company a corporation organized under the laws of the State of Ohio with its principal office in the City of Columbus Ohio hereinafter called "Company" does hereby make constitute and appoint

Karen Peters

each in their individual capacity its true and lawful Attorney-in-Fact with full power and authority to sign seal and execute on its behalf any and all bonds and undertakings and other obligatory instruments of similar nature in penalties not exceeding the sum of ~~Seven Hundred Thousand and no/100~~ (\$700,000.00) dollars and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company

RESOLVED that the President, or any Senior Vice President, Vice President, Resident Vice President or Second Vice President be and the same hereby is, authorized and empowered to appoint Attorneys-In-Fact of the Company and to authorize them to execute any and all bonds undertakings recognizances contracts of indemnity policies contracts guaranteeing the fidelity of persons holding positions of public or private trust and other writings obligatory in nature which the business of the Company may require and to modify or revoke with or without cause any such appointment or authority The authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company

RESOLVED FURTHER, that such Attorneys-in-Fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them and to affix the seal of the Company thereto provided however that said seal shall not be necessary for the validity of any such documents.

This Power of Attorney is signed and sealed by facsimile under and by the following By-Laws duly adopted by the Board of Directors of the Company

ARTICLE VIII

Section 10 Execution of Instruments Any Vice President and any Assistant Secretary or Assistant Treasurer shall have the power and authority to sign or attest all approved documents, instruments contracts or other papers in connection with the operation of the business of the company in addition to the Chairman and Chief Executive Officer President, Treasurer and Secretary provided however the signature of any of them may be printed, engraved or stamped on any approved document, contract, instrument or other papers of the company

IN WITNESS WHEREOF the said Nationwide Mutual Insurance Company has caused this instrument to be sealed and duly attested by the signature of its President the 15th day of October 2003



[Handwritten Signature]

By

STATE OF Iowa

SS

COUNTY OF Polk

President

ACKNOWLEDGMENT

On this 15th day of October 2003 before me came the above named President for Nationwide Mutual Insurance Company to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of

2010159
West Clay Agricultural High School Limited Renovation Phase III

SECTION 00400
PROPOSAL FORM

DATE FEBRUARY 24, 2011

PROPOSAL OF O'BRIAN CONSTRUCTION, LLC

PROJECT WEST CLAY AGRICULTURAL HIGH SCHOOL
LIMITED RENOVATION, PHASE III

OWNER CLAY COUNTY
MISSISSIPPI

OWNER'S
REPRESENTATIVE MR. ROBBIE ROBINSON CHANCERY CLERK
CLAY COUNTY, MISSISSIPPI

MISSISSIPPI DEPARTMENT OF ARCHIVES & HISTORY REPRESENTATIVE
MR. MINGO TINGLE

Having carefully examined the Contract Documents entitled WEST CLAY AGRICULTURAL HIGH SCHOOL LIMITED RENOVATION, PHASE III, as prepared by PRYOR & MORROW ARCHITECTS AND ENGINEERS, and dated December 17, 2010 as well as the premises and conditions affecting the work, the undersigned proposes to furnish all labor, materials and services required by the Contract Documents for the entire work and in accordance with the Contract Documents for the sum of

BASE BID First Floor Renovation

One hundred eighty one thousand nine hundred
(\$181,900⁰⁰) DOLLARS

ALTERNATE NO. 1 Second Floor Renovation

One hundred forty seven thousand seven hundred eighty six
(\$147,786⁰⁰) DOLLARS

The Contractor shall promptly commence work to be performed under this Agreement on a date to be specified in a written order from the Architect. Time of Completion is an important consideration on the project. The Contractor proposes to substantially complete the work of the base bid Within 150 calendar days from the date of the notice to proceed.

The contractor proposes to substantially complete the work of the base bid plus the work of alternate No. 1 within 180 calendar days from the date of the notice to proceed.

2010159
West Clay Agricultural High School Limited Renovation Phase III

If written notice of the acceptance of the bid is mailed, telegraphed or delivered to the undersigned within thirty (30) days after the date of opening of the bids or any time thereafter before this bid is withdrawn, the undersigned will within five (5) days after the date of such mailing, telegraphing or delivering of such notice, execute and deliver a contract in the form of agreement included in the specifications

ADDENDUM RECEIPT

The receipt of the following Addenda to the Drawings and Specifications is hereby acknowledged

ADDENDUM NO 1 DATED 2/18/11 NO OF PAGES 2
ADDENDUM NO _____ DATED _____ NO OF PAGES _____
ADDENDUM NO _____ DATED _____ NO OF PAGES _____

The bidder hereby confirms that he has determined that the site is satisfactory in all respects for the work, and he has read the contract documents and is fully cognizant and is familiar with all the terms and conditions thereof

Respectfully Submitted

Signed *

Scott O'Brian

By

SCOTT O'BRIAN

Title

OWNER

Address

2087 O'BRIAN DR, WEST POINT, MS 39773 (HOME)
18315 LANNON ROAD, GULFPORT, MS 39503 (OFFICE)

Certificate of Responsibility Number 15917-MC

*If bidder is corporation, write State of Incorporated under signature If bidder is partnership, show names of all partners

Note Bidder's Certificate of Responsibility Number is required on the outside of the envelope that contains the proposal of the Bidder

COLUMBUS OFFICE
P O Box 167
5227 South Frontage Rd
Columbus, MS 39703-0167
Phone (662) 327-8990
Fax (662) 327-8991



ROGER A. PRYOR, AIA
JOHN C. MORROW, AIA
RUD B. ROBISON, JR., AIA
WILLIAM V. DEXTER, JR., AIA
COREY D. RAVENHORST, P.E.

ADDENDUM NO. ONE

February 18, 2011

Project **West Clay Agricultural High School-Pheba, MS**
Limited Renovation - Phase III
2010159

The following additions, changes, clarifications, and substitutions to the drawings and specifications are to be included as part of the contract documents. Acknowledge receipt of this addendum by inserting its number and date in the proposal form.

Bid Date Sealed bids will be received by the Clay County Board of Supervisors in the Board Conference Room of the Clay County Courthouse, West Point Mississippi, until 9:00 a.m. on Thursday, February 24, 2011.

Addendum Table of Contents 2-8-1/2 x 11 pages of Addendum

Total of Two (2) pages

Refer to Specifications

- Item No. 1 Refer to Section 01110, Summary of Work. Add the following note:
- Owner is responsible for removing furnishings at second floor.
- Item No. 2 Refer to Section 09650, Vinyl Composition Tile. Add the following note:
- In first floor rooms scheduled to receive new VCT, furnish and install 1/4-inch underlayment equal to Weyerhaeuser structurewood.


Refer to Drawings

- Item No. 3 Refer to Sheet A1.1, proposed second floor plan (Alternate No. 1). Revise as follows:
- Omit Note 2. No underlayment is required.
 - Add Note 3 to four (4) windows of rooms 203 and at stairway landing.

Item No 4 Refer to Sheet D1 1, Demolition second floor plan (Alternate No 1) Revise as follows

- **Remove particle board underlayment in rooms 203, 204 and 205**

End of Addendum No One



Roger A. Pryor, AIA
Pryor & Morrow Architects and Engineers, P.A.

BID BOND

KNOW ALL MEN BY THESE PRESENTS That we

Mast Construction, Inc

P O Box 2699 Tupelo, MS 38803

as Principal, hereinafter called the Principal, and

Granite Re Inc

14001 Quailbrook Drive Oklahoma City, OK 73134

a corporation duly organized under the laws of the State of OK

as Surety hereinafter called the Surety, are held and firmly bound unto

Clay County Board of Supervisors

Clay County Courthouse West Point, MS

as Obligee hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ 5%)

for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs executors administrators, successors and assigns, jointly and severally, firmly by these presents

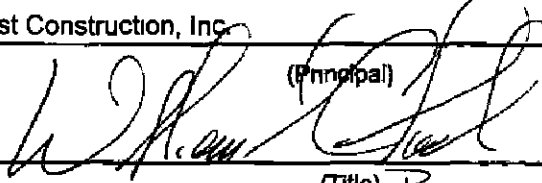
WHEREAS the Principal has submitted a bid for

West Clay Agricultural High School Limited Renovation Phase III, CHPG #2009-005 MDAH #11-030-10


NOW THEREFORE, the condition of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation to be void, otherwise the Principal and Surety will pay unto the Obligee the difference in money between the amount of the bid of the said Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former, but in no event shall liability hereunder exceed the penal sum hereof

Signed and sealed this 24th day of February A.D. 2011


(Witness)

Mast Construction, Inc
By  (Principal) (Seal)
(Title) PRESIDENT


Peggy Jackson (Witness)

Granite Re Inc
By  (Surety) (Seal)
Tina Cobb (Attorney-in-Fact)

Bottrell Insurance
Resident Mississippi Agent

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents

That GRANITE RE, INC , a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint

Trina Cobb

its true and lawful Attorney in-Fact(s) for the following purposes, to wit

To sign its name as surety to, and to execute, seal and acknowledge the following surety bond, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC a certified copy of which is hereto annexed and made a part of this Power of Attorney, and the said GRANITE RE, INC through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said **Trina Cobb**

may lawfully do in the premises by virtue of these presents

Surety Bond Number Bid Bond
Principal Mast Construction Inc
Obligee Clay County Board of Supervisors
Bond Amount **See Bond Form**

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 12th day of February, 2010

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)




Kenneth D Whittington, President


Rodman A Frates, Secretary/Treasurer

On this 12th day of February, 2010, before me personally came Kenneth D Whittington, President of the GRANITE RE, INC Company and Rodman A Frates, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D Whittington and Rodman A. Frates were respectively the President and the Secretary/Treasurer of the GRANITE RE, INC , the corporation described in and which executed the foregoing Power of Attorney, that they each knew the seal of said corporation, that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company

My Commission Expires
May 9, 2012
Commission # 00005708




Notary Public

GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc , an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc and that said Power of Attorney has not been revoked and is now in full force and effect

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced, provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking "

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 24th day of February, 2011




Rodman A. Frates, Secretary/Treasurer

2010159
West Clay Agricultural High School Limited Renovation Phase III

**SECTION 00400
PROPOSAL FORM**

DATE February 24 2011

PROPOSAL OF Mast Construction Inc

PROJECT WEST CLAY AGRICULTURAL HIGH SCHOOL
LIMITED RENOVATION, PHASE III

OWNER CLAY COUNTY
MISSISSIPPI

OWNER'S
REPRESENTATIVE MR. ROBBIE ROBINSON CHANCERY CLERK
CLAY COUNTY, MISSISSIPPI

MISSISSIPPI DEPARTMENT OF ARCHIVES & HISTORY REPRESENTATIVE
MR. MINGO TINGLE

Having carefully examined the Contract Documents entitled WEST CLAY AGRICULTURAL HIGH SCHOOL LIMITED RENOVATION, PHASE III, as prepared by PRYOR & MORROW ARCHITECTS AND ENGINEERS, and dated December 17, 2010 as well as the premises and conditions affecting the work, the undersigned proposes to furnish all labor, materials and services required by the Contract Documents for the entire work and in accordance with the Contract Documents for the sum of

BASE BID First Floor Renovation

_____ DOLLARS

(\$ 252,000⁰⁰)

ALTERNATE NO. 1 Second Floor Renovation

_____ DOLLARS

(\$ 187,000⁰⁰)

The Contractor shall promptly commence work to be performed under this Agreement on a date to be specified in a written order from the Architect. Time of Completion is an important consideration on the project. The Contractor proposes to substantially complete the work of the base bid Within 90 calendar days from the date of the notice to proceed.

The contractor proposes to substantially complete the work of the base bid plus the work of alternate No. 1 within 120 calendar days from the date of the notice to proceed.

West Clay Agricultural High School Limited Renovation Phase III

If written notice of the acceptance of the bid is mailed, telegraphed or delivered to the undersigned within thirty (30) days after the date of opening of the bids or any time thereafter before this bid is withdrawn, the undersigned will within five (5) days after the date of such mailing, telegraphing or delivering of such notice, execute and deliver a contract in the form of agreement included in the specifications

ADDENDUM RECEIPT

The receipt of the following Addenda to the Drawings and Specifications is hereby acknowledged

ADDENDUM NO 1 DATED 02-18-11 NO OF PAGES 2
 ADDENDUM NO _____ DATED _____ NO OF PAGES
 ADDENDUM NO _____ DATED _____ NO OF PAGES

The bidder hereby confirms that he has determined that the site is satisfactory in all respects for the work, and he has read the contract documents and is fully cognizant and is familiar with all the terms and conditions thereof

Respectfully Submitted

Signed *


 Mississippi

By

William P. Cheek

Title

President of Mast Construction Inc

Address

Post Office Box 2699

Tupelo Mississippi 38803

Certificate of Responsibility Number 05644-MC

*If bidder is corporation, write State of Incorporated under signature If bidder is partnership, show names of all partners

Note Bidder's Certificate of Responsibility Number is required on the outside of the envelope that contains the proposal of the Bidder

2010159
West Clay Agricultural High School Limited Renovation Phase III

**SECTION 00400
PROPOSAL FORM**

DATE February 24 2011

PROPOSAL OF Mast Construction, Inc

PROJECT WEST CLAY AGRICULTURAL HIGH SCHOOL
LIMITED RENOVATION, PHASE III

OWNER CLAY COUNTY
MISSISSIPPI

OWNER'S
REPRESENTATIVE MR ROBBIE ROBINSON CHANCERY CLERK
CLAY COUNTY, MISSISSIPPI

MISSISSIPPI DEPARTMENT OF ARCHIVES & HISTORY REPRESENTATIVE
MR MINGO TINGLE

Having carefully examined the Contract Documents entitled WEST CLAY AGRICULTURAL HIGH SCHOOL LIMITED RENOVATION, PHASE III, as prepared by PRYOR & MORROW ARCHITECTS AND ENGINEERS, and dated December 17, 2010 as well as the premises and conditions affecting the work, the undersigned proposes to furnish all labor, materials and services required by the Contract Documents for the entire work and in accordance with the Contract Documents for the sum of

BASE BID First Floor Renovation

two hundred fifty two thousand and $\frac{00}{100}$ DOLLARS
(\$ 252,000⁰⁰)

ALTERNATE NO 1 Second Floor Renovation

one hundred eighty seven thousand and $\frac{00}{100}$ DOLLARS
(\$ 187,000⁰⁰)

The Contractor shall promptly commence work to be performed under this Agreement on a date to be specified in a written order from the Architect Time of Completion is an important consideration on the project The Contractor proposes to substantially complete the work of the base bid Within 90 calendar days from the date of the notice to proceed

The contractor proposes to substantially complete the work of the base bid plus the work of alternate No 1 within 120 calendar days from the date of the notice to proceed

West Clay Agricultural High School Limited Renovation Phase III

If written notice of the acceptance of the bid is mailed, telegraphed or delivered to the undersigned within thirty (30) days after the date of opening of the bids or any time thereafter before this bid is withdrawn, the undersigned will within five (5) days after the date of such mailing, telegraphing or delivering of such notice, execute and deliver a contract in the form of agreement included in the specifications

ADDENDUM RECEIPT

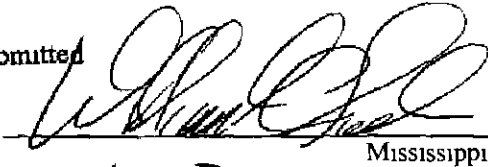
The receipt of the following Addenda to the Drawings and Specifications is hereby acknowledged

ADDENDUM NO 1 DATED 02-18 11 NO OF PAGES 2
 ADDENDUM NO DATED NO OF PAGES
 ADDENDUM NO DATED NO OF PAGES

The bidder hereby confirms that he has determined that the site is satisfactory in all respects for the work, and he has read the contract documents and is fully cognizant and is familiar with all the terms and conditions thereof

Respectfully Submitted

Signed *


 Mississippi

By

William P. Cheek

Title

President of Mast Construction, Inc

Address

Post Office Box 2699

Tupelo Mississippi 38803

Certificate of Responsibility Number 05644-MC

*If bidder is corporation, write State of Incorporated under signature If bidder is partnership, show names of all partners

Note Bidder's Certificate of Responsibility Number is required on the outside of the envelope that contains the proposal of the Bidder

BID BOND

KNOW ALL MEN BY THESE PRESENTS That we

Bruce Massey Construction LLC
2084 Old Taylor Road Suite 110 Oxford MS 38655
as Principal, hereinafter called the Principal, and

Granite Re Inc
14001 Quailbrook Drive Oklahoma City, OK 73134
a corporation duly organized under the laws of the State of OK

as Surety, hereinafter called the Surety are held and firmly bound unto
Clay County Board of Supervisors

West Point MS
as Oblige hereinafter called the Oblige, in the sum of Five Percent of Amount Bid

* *Seven thousand One hundred* Dollars (\$ 5% *17,100*)
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves our
heirs executors administrators, successors and assigns jointly and severally firmly by these presents

WHEREAS the Principal has submitted a bid for

Project No 2010159 for West Clay Agricultural High School Limited Renovation Phase III CHPG #2009-005
MDAH #11-030-10

NOW THEREFORE the condition of this obligation is such that if the aforesaid Principal shall be awarded the
contract the said Principal will within the time required, enter into a formal contract and give a good and sufficient
bond to secure the performance of the terms and conditions of the contract then this obligation to be void otherwise
the Principal and Surety will pay unto the Oblige the difference in money between the amount of the bid of the said
Principal and the amount for which the Oblige legally contracts with another party to perform the work if the latter
amount be in excess of the former, but in no event shall liability hereunder exceed the penal sum hereof

Signed and sealed this 24th day of February A D 2011

Bruce Massey Construction LLC

(Principal)

(Seal)

By

Bruce Massey
(Title)

(Witness)

Granite Re Inc

(Surety)

(Seal)

By

Brody Eric Buckley
(Attorney-in-Fact)

(Attorney-in-Fact)

Angela Bulne

Angela Bulne

(Witness)

Bottrell Insurance
Resident MS Agent

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents

That GRANITE RE, INC , a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint

Brody Eric Buckley

its true and lawful Attorney-in-Fact(s) for the following purposes, to wit

To sign its name as surety to, and to execute, seal and acknowledge the following surety bond, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC a certified copy of which is hereto annexed and made a part of this Power of Attorney, and the said GRANITE RE, INC through us, its Board of Directors, hereby ratifies and affirms all and whatsoever the said **Brody Eric Buckley**

may lawfully do in the premises by virtue of these presents

Surety Bond Number Bid Bond
Principal Bruce Massey Construction LLC
Obligee Clay County Board of Supervisors
Bond Amount **See Bond Form**

In Witness Whereof, the said GRANITE RE, INC has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 12th day of February, 2010

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)




Kenneth D Whittington, President


Rodman A Frates, Secretary/Treasurer

On this 12th day of February, 2010, before me personally came Kenneth D Whittington, President of the GRANITE RE, INC Company and Rodman A Frates, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D Whittington and Rodman A. Frates were respectively the President and the Secretary/Treasurer of the GRANITE RE, INC , the corporation described in and which executed the foregoing Power of Attorney, that they each knew the seal of said corporation, that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company

My Commission Expires
May 9, 2012
Commission # 00005708




Notary Public

GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc , an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc and that said Power of Attorney has not been revoked and is now in full force and effect

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced, provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking "

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 24th day of February, 2011




Rodman A. Frates, Secretary/Treasurer

2010159
West Clay Agricultural High School Limited Renovation Phase III

SECTION 00400
PROPOSAL FORM

DATE 2/24/11

PROPOSAL OF Bruce Massey Construction, LLC

PROJECT WEST CLAY AGRICULTURAL HIGH SCHOOL
LIMITED RENOVATION, PHASE III

OWNER CLAY COUNTY
MISSISSIPPI

OWNER'S
REPRESENTATIVE MR. ROBBIE ROBINSON CHANCERY CLERK
CLAY COUNTY, MISSISSIPPI

MISSISSIPPI DEPARTMENT OF ARCHIVES & HISTORY REPRESENTATIVE
MR. MINGO TINGLE

Having carefully examined the Contract Documents entitled WEST CLAY AGRICULTURAL HIGH SCHOOL LIMITED RENOVATION, PHASE III, as prepared by PRYOR & MORROW ARCHITECTS AND ENGINEERS, and dated December 17, 2010 as well as the premises and conditions affecting the work, the undersigned proposes to furnish all labor, materials and services required by the Contract Documents for the entire work and in accordance with the Contract Documents for the sum of

BASE BID First Floor Renovation

Two hundred Eight thousand, five hundred DOLLARS

(\$ 208,500)

ALTERNATE NO. 1 Second Floor Renovation

One hundred thirty two thousand three hundred DOLLARS

(\$ 132,300)

The Contractor shall promptly commence work to be performed under this Agreement on a date to be specified in a written order from the Architect. Time of Completion is an important consideration on the project. The Contractor proposes to substantially complete the work of the base bid Within 100 calendar days from the date of the notice to proceed.

The contractor proposes to substantially complete the work of the base bid plus the work of alternate No. 1 within 160 calendar days from the date of the notice to proceed.

2010159

West Clay Agricultural High School Limited Renovation Phase III

If written notice of the acceptance of the bid is mailed, telegraphed or delivered to the undersigned within thirty (30) days after the date of opening of the bids or any time thereafter before this bid is withdrawn, the undersigned will within five (5) days after the date of such mailing, telegraphing or delivering of such notice, execute and deliver a contract in the form of agreement included in the specifications

ADDENDUM RECEIPT

The receipt of the following Addenda to the Drawings and Specifications is hereby acknowledged

ADDENDUM NO 1 DATED 2/12 NO OF PAGES 2
ADDENDUM NO _____ DATED _____ NO OF PAGES _____
ADDENDUM NO _____ DATED _____ NO OF PAGES _____

The bidder hereby confirms that he has determined that the site is satisfactory in all respects for the work, and he has read the contract documents and is fully cognizant and is familiar with all the terms and conditions thereof

Respectfully Submitted

Signed *



By

Bruce Hasser

Title

Owner

Address

2084 Old Taylor Rd Suite 110

Optima MS

Certificate of Responsibility Number 16653

*If bidder is corporation, write State of Incorporated under signature If bidder is partnership, show names of all partners

Note Bidder's Certificate of Responsibility Number is required on the outside of the envelope that contains the proposal of the Bidder

2010159
West Clay Agricultural High School Limited Renovation Phase III

SECTION 00400
PROPOSAL FORM

DATE FEBRUARY 24, 2011

PROPOSAL OF CIG CONTRACTORS, INC

PROJECT WEST CLAY AGRICULTURAL HIGH SCHOOL
LIMITED RENOVATION, PHASE III

OWNER CLAY COUNTY
MISSISSIPPI

OWNER'S
REPRESENTATIVE MR. ROBBIE ROBINSON CHANCERY CLERK
CLAY COUNTY, MISSISSIPPI

MISSISSIPPI DEPARTMENT OF ARCHIVES & HISTORY REPRESENTATIVE
MR. MINGO TINGLE

Having carefully examined the Contract Documents entitled WEST CLAY AGRICULTURAL HIGH SCHOOL LIMITED RENOVATION, PHASE III, as prepared by PRYOR & MORROW ARCHITECTS AND ENGINEERS, and dated December 17, 2010 as well as the premises and conditions affecting the work, the undersigned proposes to furnish all labor, materials and services required by the Contract Documents for the entire work and in accordance with the Contract Documents for the sum of

BASE BID First Floor Renovation

TWO HUNDRED TWENTY-TWO THOUSAND SIX HUNDRED DOLLARS
(\$ 222,600⁰⁰)

ALTERNATE NO 1 Second Floor Renovation

ONE HUNDRED THIRTY-SIX THOUSAND THREE HUNDRED DOLLARS
(\$ 136,300⁰⁰)

The Contractor shall promptly commence work to be performed under this Agreement on a date to be specified in a written order from the Architect. Time of Completion is an important consideration on the project. The Contractor proposes to substantially complete the work of the base bid Within 120 calendar days from the date of the notice to proceed

The contractor proposes to substantially complete the work of the base bid plus the work of alternate No 1 within 150 calendar days from the date of the notice to proceed

2010159
West Clay Agricultural High School Limited Renovation Phase III

If written notice of the acceptance of the bid is mailed, telegraphed or delivered to the undersigned within thirty (30) days after the date of opening of the bids or any time thereafter before this bid is withdrawn, the undersigned will within five (5) days after the date of such mailing, telegraphing or delivering of such notice, execute and deliver a contract in the form of agreement included in the specifications

ADDENDUM RECEIPT

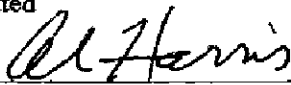
The receipt of the following Addenda to the Drawings and Specifications is hereby acknowledged

ADDENDUM NO 1 DATED 2-18-2011 NO OF PAGES 2
ADDENDUM NO DATED NO OF PAGES
ADDENDUM NO DATED NO OF PAGES

The bidder hereby confirms that he has determined that the site is satisfactory in all respects for the work, and he has read the contract documents and is fully cognizant and is familiar with all the terms and conditions thereof

Respectfully Submitted

Signed *



MISSISSIPPI

By

AL HARRIS

Title

VICE PRESIDENT

Address

2072 SOUTH TATE STREET

CORINTH, MS. 38834

Certificate of Responsibility Number 02738-MC

*If bidder is corporation, write State of Incorporated under signature If bidder is partnership, show names of all partners

Note Bidder's Certificate of Responsibility Number is required on the outside of the envelope that contains the proposal of the Bidder

BID BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

CONTRACTOR

(Name, legal status and address)

CIG Contractors, Inc.
2072 South Tate Street
Corinth, MS 38834

SURETY

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
a corporation duly organized under the laws of the State of
Connecticut

OWNER

(Name, legal status and address)

Clay County Board of Supervisors, Mr. Robbie Robinson, Chancery Clerk, 205 Court Street, West Point, MS 39773

BOND AMOUNT \$5% of amount bid

PROJECT

(Name, location or address and Project number if any)

Limited Renovation Phase III West Clay Agricultural High School, CHPG#2009-005, MDAH #11-090-101 Project #2010159

The Contractor and Surety are bound to the Owner in the amount set forth above for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof or (2) pays to the Owner the difference not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this day of February,

Tommie L. Smith
(Witness) TOMMIE L. SMITH

Stephanie C. Hoffman
(Witness)

CIG Contractors, Inc.
(Principal) (Seal)

AL Harris
(Title) AL HARRIS VICE PRESIDENT

Travelers Casualty and Surety Company of America
(Surety) (Seal)

Phyllis H. Bonner, Attorney in Fact
(Title) Phyllis H. Bonner

POWER OF ATTORNEY

TRAVELERS

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

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

Attorney In Fact No 222018

Certificate No 003855726

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

Phyllis H Bonner William T Dalton Jr and Ricky E James

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

IN WITNESS WHEREOF the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed this 15th day of January 2010

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

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



State of Connecticut
 City of Hartford ss

By

George W Thompson Senior Vice President

On this the 15th day of January 2010 before me personally appeared George W Thompson who acknowledged himself to be the Senior Vice President of Farmington Casualty Company Fidelity and Guaranty Insurance Company Fidelity and Guaranty Insurance Underwriters Inc St Paul Fire and Marine Insurance Company St Paul Guardian Insurance Company St Paul Mercury Insurance Company Travelers Casualty and Surety Company Travelers Casualty and Surety Company of America and United States Fidelity and Guaranty Company and that he as such being authorized so to do executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer

In Witness Whereof I hereunto set my hand and official seal
 My Commission expires the 30th day of June 2011



Marie C Tetreault
 Marie C Tetreault Notary Public



IMPORTANT DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

On November 26, 2002, President Bush signed into law the Terrorism Risk Insurance Act of 2002 (the "Act"). The Act establishes a short-term program under which the Federal Government will share in the payment of covered losses caused by certain acts of international terrorism. We are providing you with this notice to inform you of the key features of the Act, and to let you know what effect, if any, the Act will have on your premium.

Under the Act, insurers are required to provide coverage for certain losses caused by international acts of terrorism as defined in the Act. The Act further provides that the Federal Government will pay a share of such losses. Specifically, the Federal Government will pay 90% of the amount of covered losses caused by certain acts of terrorism which is in excess of an insurer's statutorily established deductible for that year. The Act also caps the amount of terrorism-related losses for which the Federal Government or an insurer can be responsible at \$100,000,000,000.00, provided that the insurer has met its deductible.

Please note that passage of the Act does not result in any change in coverage under the attached policy or bond (or the policy or bond being quoted). Please also note that no separate additional premium charge has been made for the terrorism coverage required by the Act. The premium charge that is allocable to such coverage is inseparable from and imbedded in your overall premium, and is no more than one percent of your premium.

THIS
LICENSE
EXPIRES

03/01/2011

NOTICE

License issued subject to
compliance with all
pertinent city codes

THIS LICENSE MUST BE PUBLICLY DISPLAYED

City Of Corinth

P O Box 669

Corinth, MS 38835 0669

LICENSE

No

37288

LICENSE VALID ONLY AT
LOCATION INDICATED
NON TRANSFERABLE

Mailing Name and Address

CIG Contractors Inc
2072 South Tate Street

Corinth MS 38834

Local Trade Name and Physical Location

CIG Contractors Inc
2072 South Tate Street

Corinth MS 38834

THE FIRM CORPORATION ORGANIZATION BUSINESS OR PERSON WHOSE NAME APPEARS ABOVE HAS PAID
THE REQUIRED LICENSE FEES AND IS AUTHORIZED TO ENGAGE IN BUSINESS IN THIS CITY AS INDICATED BELOW

Account Number

103081

License Number

37288

Receipt /Document

37288 / 37288

Code	Description	Fee	Issuance Fee	Amount Paid
13	BUSINESSES-SEE SCHEDULE B	54 00	0 00	54 00
02-22-2010	License Totals	\$54 00	\$0 00	\$54 00

EXACTLY \$54dols 00cts

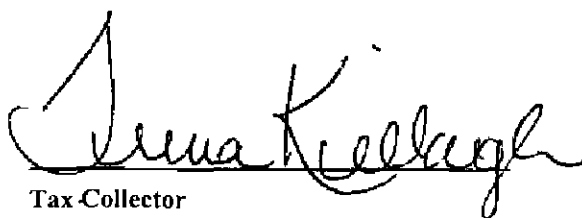
Date Issued 02/22/2010

Corinth

MISSISSIPPI

City Clerk

Tax Collector



BID BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

CONTRACTOR.

(Name legal status and address)

CIG Contractors, Inc.
2072 South Tate Street
Cortina, MS 38834

SURETY

(Name legal status and principal place of business)

Travelers Casualty and Surety Company of America
a corporation duly organized under the laws of the State of
Connecticut

OWNER

(Name legal status and address)

Clay County Board of Supervisors, Mr. Robbie Robinson - Chancery Clerk, 205 Court Street, West Point, MS 39773

BOND AMOUNT \$5% of amount bid

PROJECT

(Name location or address and Project number if any)

Limited Renovation, Phase III, West Clay Agricultural High School, CHPG#2009-005, MDAH#11-030-10, Project
#2010159

The Contractor and Surety are bound to the Owner in the amount set forth above for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or (2) pays to the Owner the difference not to exceed the amount of this Bond between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 24th day of February 2010

Tommie L. Smith
(Witness) TOMMIE L. SMITH

Stephanie Coffman
(Witness)

CIC Contractors, Inc.
(Principal) (Seal)

Al Harris
(Title) AL HARRIS VICE PRESIDENT

Travelers Casualty and Surety Company of America
(Surety) (Seal)

Phyllis H. Bonner, Attorney in Fact
(Title)

POWER OF ATTORNEY



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

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

Attorney In Fact No 222018

Certificate No 003855725

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

Phyllis H Bonner William T Dalton Jr and Ricky E James

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

IN WITNESS WHEREOF the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed this 15th day of January 2010

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

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



State of Connecticut
City of Hartford ss

By

George W Thompson
George W Thompson Senior Vice President

On this the 15th day of January 2010 before me personally appeared George W Thompson who acknowledged himself to be the Senior Vice President of Farmington Casualty Company Fidelity and Guaranty Insurance Company Fidelity and Guaranty Insurance Underwriters Inc St Paul Fire and Marine Insurance Company St Paul Guardian Insurance Company St Paul Mercury Insurance Company Travelers Casualty and Surety Company Travelers Casualty and Surety Company of America and United States Fidelity and Guaranty Company and that he as such being authorized so to do executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer

In Witness Whereof I hereunto set my hand and official seal
My Commission expires the 30th day of June 2011



Marie C Tetreault
Marie C. Tetreault Notary Public



IMPORTANT DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

On November 26, 2002, President Bush signed into law the Terrorism Risk Insurance Act of 2002 (the "Act"). The Act establishes a short-term program under which the Federal Government will share in the payment of covered losses caused by certain acts of international terrorism. We are providing you with this notice to inform you of the key features of the Act, and to let you know what effect, if any, the Act will have on your premium.

Under the Act, insurers are required to provide coverage for certain losses caused by international acts of terrorism as defined in the Act. The Act further provides that the Federal Government will pay a share of such losses. Specifically, the Federal Government will pay 90% of the amount of covered losses caused by certain acts of terrorism which is in excess of an insurer's statutorily established deductible for that year. The Act also caps the amount of terrorism-related losses for which the Federal Government or an insurer can be responsible at \$100,000,000,000.00, provided that the insurer has met its deductible.

Please note that passage of the Act does not result in any change in coverage under the attached policy or bond (or the policy or bond being quoted). Please also note that no separate additional premium charge has been made for the terrorism coverage required by the Act. The premium charge that is allocable to such coverage is inseparable from and imbedded in your overall premium, and is no more than one percent of your premium.

STATE OF MISSISSIPPI



Certificate of Responsibility

No 02738-MC

Which Expires Apr 13, 2011

State Board of Contractors

THIS IS TO CERTIFY THAT
C I G CONTRACTORS, INC
2072 TATE STREET SOUTH
CORINTH, MS 38834

is duly registered and entitled to practice
BUILDING CONSTRUCTION WATER & SEWER



Witness our hands and Seal of the Board,
dated Jackson, MS 13 day of May, 2010

Thomas H. Kline
CHAIRMAN OF THE BOARD

John M. Sullivan, Jr.
EXECUTIVE SECRETARY

2010159
West Clay Agricultural High School Limited Renovation Phase III

**SECTION 00400
PROPOSAL FORM**

DATE FEBRUARY 24, 2011

PROPOSAL OF CIG CONTRACTORS, INC.

PROJECT WEST CLAY AGRICULTURAL HIGH SCHOOL
LIMITED RENOVATION, PHASE III

OWNER CLAY COUNTY
MISSISSIPPI

OWNER'S
REPRESENTATIVE MR. ROBBIE ROBINSON CHANCERY CLERK
CLAY COUNTY, MISSISSIPPI

MISSISSIPPI DEPARTMENT OF ARCHIVES & HISTORY REPRESENTATIVE
MR. MINGO TINGLE

Having carefully examined the Contract Documents entitled WEST CLAY AGRICULTURAL HIGH SCHOOL LIMITED RENOVATION, PHASE III, as prepared by PRYOR & MORROW ARCHITECTS AND ENGINEERS, and dated December 17, 2010 as well as the premises and conditions affecting the work, the undersigned proposes to furnish all labor, materials and services required by the Contract Documents for the entire work and in accordance with the Contract Documents for the sum of

BASE BID First Floor Renovation

TWO HUNDRED TWENTY-TWO THOUSAND SIX HUNDRED DOLLARS
(\$ 222,600⁰⁰)

ALTERNATE NO. 1 Second Floor Renovation

ONE HUNDRED THIRTY-SIX THOUSAND THREE HUNDRED DOLLARS
(\$ 136,300⁰⁰)

The Contractor shall promptly commence work to be performed under this Agreement on a date to be specified in a written order from the Architect. Time of Completion is an important consideration on the project. The Contractor proposes to substantially complete the work of the base bid Within 120 calendar days from the date of the notice to proceed

The contractor proposes to substantially complete the work of the base bid plus the work of alternate No. 1 within 150 calendar days from the date of the notice to proceed

2010159
West Clay Agricultural High School Limited Renovation Phase III

If written notice of the acceptance of the bid is mailed, telegraphed or delivered to the undersigned within thirty (30) days after the date of opening of the bids or any time thereafter before this bid is withdrawn, the undersigned will within five (5) days after the date of such mailing, telegraphing or delivering of such notice, execute and deliver a contract in the form of agreement included in the specifications

ADDENDUM RECEIPT

The receipt of the following Addenda to the Drawings and Specifications is hereby acknowledged

ADDENDUM NO 1 DATED 2-18-2011 NO OF PAGES 2
ADDENDUM NO _____ DATED _____ NO OF PAGES _____
ADDENDUM NO _____ DATED _____ NO OF PAGES _____

The bidder hereby confirms that he has determined that the site is satisfactory in all respects for the work, and he has read the contract documents and is fully cognizant and is familiar with all the terms and conditions thereof

Respectfully Submitted

Signed * 
MISSISSIPPI

By AL HARRIS

Title VICE PRESIDENT

Address 2072 SOUTH TATE STREET
CORINTH, MS. 38834

Certificate of Responsibility Number 02738-MC

*If bidder is corporation, write State of Incorporated under signature If bidder is partnership, show names of all partners

Note Bidder's Certificate of Responsibility Number is required on the outside of the envelope that contains the proposal of the Bidder

NO _____

IN THE MATTER OF ADOPTING THE FLOOD DAMAGE PREVENTION ORDINANCE
FOR CLAY COUNTY, MISSISSIPPI

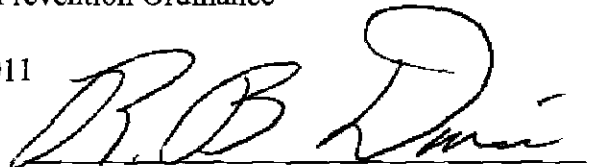
There came on this day for consideration the matter of adopting the Flood Damage Ordinance for Clay County, Mississippi

It appears to this Board that the public hearing was held as advertised and attendance was recorded as evidence by the sign in sheet attached and marked as exhibit A, and

It appears that the attached ordinance marked as exhibit B is a sound and prudent plan and is hereby adopted and approved

After motion by Mr Lummus and second by Mr Horton this Board doth vote unanimously to adopt the attached Flood Damage Prevention Ordinance

So ordered this the 24th day of February, 2011


President

The State of Mississippi
CLAY COUNTY

AFFIDAVIT OF PUBLICATION

Before me in and for said county this day personally came
the undersigned representative of the Daily Times Leader a
newspaper published in the City of West Point of said county
and state who being duly sworn depose and says that the
publication of a certain notice a true copy of which, is hereto
affixed has been made for _____ weeks consecutively to wit

Dated 2-13, 20 11
Dated _____, 20 ____
Dated _____, 20 ____
Dated _____, 20 ____
Dated _____, 20 ____

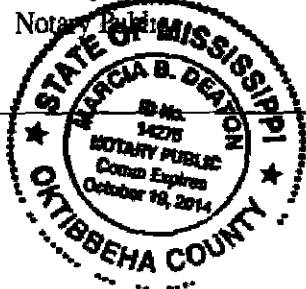
Said representative further certifies that the several numbers
of the newspaper containing the above mentioned notice have
been produced and compared with the copy affixed, and that
the publication thereof has been correctly made

WITNESS MY HAND AND SEAL OF OFFICE, this the

13th day of February, A D, 20 11

By Marcia B. Deaton

Notary Public



DAILY TIMES LEADER

By Natasha Watson
() Publisher (x) Clerk
() Editor () Printer

Publication Fee \$ 7 26
Proof(s) Of Publication \$ 3 00
Total Charges \$ 10 26

AFFIDAVIT# 17501

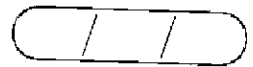
Public Hearing on Flood
Damage Prevention
Ordinance for Clay
County Mississippi

The Clay County
Mississippi Board of
Supervisors will hold a
public hearing to receive
comments on a proposed
Flood Damage Prevention
Ordinance for Clay
County. The hearing will
be February 24, 2011 at 9
o'clock a.m. and held in
the Clay County
Mississippi Courthouse.
All interested citizens are
encouraged to attend.

Publish February 13,
2011

2/24/11

9:00 AM



Sign In Sheet

Public Hearing

"Flood Control Ordinance"

Shirya Baker

Scott Baker

Scott Baker

Jesse J. King

John F. King

Steve Hammer

Steve Hammer

Steve Hammer

Steve Hammer

Steve Hammer

Steve Hammer

Steve Hammer

Steve Hammer

Steve Hammer

Steve Hammer

Exhibit A



AT-A GLANCE

State of Mississippi
Model 'B' - 'E'
Flood Damage Prevention Ordinance
for Clay County
February 24, 2011



ACKNOWLEDGEMENT TO:

FEMA Region IV Staff

Insurance Services Office, Inc.

Association of Floodplain Managers of Mississippi

Clay County February 24, 2011

FLOOD DAMAGE PREVENTION ORDINANCE

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FLOOD DAMAGE PREVENTION ORDINANCE

ARTICLE 1

STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE, AND OBJECTIVES

SECTION A STATUTORY AUTHORIZATION

The Legislature of the state of Mississippi has in Title 17, Chapter 1, Mississippi Code of 1972 Annotated delegated the responsibility to local government units to adopt regulations designed to promote the public health, safety and general welfare of its citizenry. Therefore the Board of Supervisors of Clay County Mississippi does hereby adopt the following floodplain management regulations:

SECTION B FINDINGS OF FACT

- (1) Clay County Mississippi is subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.
- (2) These flood losses are caused by the cumulative effect of obstructions both inside and outside the identified Special Flood Hazard Areas causing increases in flood heights and velocities and by the occupancy in flood hazard areas by uses vulnerable to floods or hazardous to other lands which are inadequately elevated, floodproofed, or otherwise unprotected from flood damages.

SECTION C STATEMENT OF PURPOSE

It is the purpose of this ordinance to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- (1) Restrict or prohibit uses which are dangerous to health, safety and property due to water or erosion hazards which result in damaging increases in erosion or in flood heights or velocities.
- (2) Require that uses vulnerable to floods including facilities which serve such uses be protected against flood damage at the time of initial construction.
- (3) Control the alteration of natural floodplains, stream channels and natural protective barriers which are involved in the accommodation of flood waters.
- (4) Control filling, grading, dredging and other development which may increase erosion or flood damage and.
- (5) Prevent or regulate the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards to other lands.

SECTION D OBJECTIVES

The objectives of this ordinance are:

- (1) To protect human life and health.
- (2) To minimize expenditure of public money for costly flood control projects.
- (3) To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public.
- (4) To minimize prolonged business interruptions.
- (5) To minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains.
- (6) To help maintain a stable tax base by providing for the sound use and development of flood prone areas in such a manner as to minimize flood blight areas and.
- (7) To ensure that potential homebuyers are notified that property is in a floodprone area.

SECTION E METHODS OF REDUCING FLOOD LOSSES

In order to accomplish its purposes, this ordinance includes methods and provisions for

- (1) Restricting or prohibiting uses which are dangerous to health, safety and property due to water or erosion hazards or which result in damaging increases in erosion or in flood heights or velocities
- (2) Requiring that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction
- (3) Controlling the alteration of natural floodplains, stream channels, and natural protective barriers which help accommodate or channel flood waters
- (4) Controlling filling, grading, dredging, and other development which may increase flood damage, and
- (5) Preventing or regulating the construction of flood barriers that will unnaturally divert floodwaters or may increase flood hazards in other areas

ARTICLE 2 **DEFINITIONS**

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this ordinance its most reasonable application.

A Zone is the Area of Special Flood Hazard without base flood elevations determined.

A1 – A30 and AE zone is the Area of Special Flood Hazard with base flood elevations determined.

Accessory structure (Appurtenant structure) means a structure which is located on the same parcel of property as the principal structure and the use of which is incidental to the use of the principal structure. Accessory structures should constitute a minimal initial investment, may not be used for human habitation, and be designed to have minimal flood damage potential. Examples of accessory structures are detached garages, carports, storage sheds, pole barns, and hay sheds.

Addition (to an existing building) means any walled and roofed expansion to the perimeter or height of a building. Any addition shall be considered new construction. If the addition is more than 50% of the market value of the structure, then the addition and the existing structure are now new construction.

AH zone is an area of one percent chance of shallow flooding where depths are between one to three feet (usually shallow ponding) with base flood elevations shown.

AO zone is an area of one percent chance of shallow flooding where depths are between one to three feet (usually sheet flow on sloping terrain) with depth numbers shown.

Appeal means a request for a review of the Floodplain Administrator's interpretation of any provision of this ordinance or a request for a variance.

AR/A1 – A30, AR/AE, AR/AH, AR/AO, and AR/A zones are SFHAs that result from the decertification of a previously accredited flood protection system or levee that is in the process of being restored to provide a one percent chance or greater level of flood protection. After restoration is complete, these areas will still experience residual flooding from other flooding sources.

A99 zone is that part of the SFHA inundated by the one percent chance flood to be protected from the one percent chance flood by a Federal flood protection system or levee under construction; no base flood elevations are determined.

Area of shallow flooding means a designated AO or AH Zone on the community's Flood Insurance Rate Map (FIRM) with flood depths from one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Clay County Mississippi Flood Prevention Ordinance
February 24, 2011

Area of special flood hazard is the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. This area is also referred to as the Special Flood Hazard Area (SFHA).

B and X zones (shaded) are areas of 0.2 percent chance flood that are outside of the SFHA subject to the one percent chance flood with average depths of less than one foot or with contributing drainage area less than one square mile and areas protected by certified levees from the base flood.

Base flood means the flood having a one percent chance of being equaled or exceeded in any given year (also called the one percent chance flood).

Base Flood Elevation (BFE) is the elevation shown in the Flood Insurance Study (FIS) for Zones AE, AH, A1-30, AR, AR/A, AR/AE, AR/A1-A30, AR/AH, AR/AO, V1-V30, and VE that indicates the water surface elevation resulting from a flood that has a one percent or greater chance of being equaled or exceeded in any given year.

Basement means any portion of a building having its floor sub-grade (below ground level) on all sides.

Breakaway wall means a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces without causing damage to the elevated portion of the building or the supporting foundation system. This is associated with V Zone construction.

Building see Structure.

C and X zones (unshaded) are areas determined to be outside the 0.2 percent chance floodplain.

Coastal AE Zone means the portion of the Special Flood Hazard Area (SFHA) to be landward of a Velocity (V) Zone or landward of an open coast or back-bay area without mapped V Zones in which the principal sources of flooding are astronomical tides, storm surges, seiches or tsunamis, not riverine sources. Coastal AE Zones may be subject to wave effects, velocity flows, erosion, scour or combinations of these forces. All community identified or designated portions of the Special Flood Hazard Area (SFHA) between the landward limit of moderate wave action (the L1MW 1 or 1.5 foot breaking wave) and the landward limit of the V Zone boundary shall be regulated as V Zones. Where no V Zone is mapped in back bay areas, the Coastal AE Zone is the portion between the high tide line and the landward limit of the 1.5 foot breaking wave.

Coastal Barrier Resources System (CBRS) is a system of protected areas of land that includes otherwise protected areas subject to certain flood coverage restrictions. These areas were identified by the Coastal Barrier Resources Act of 1982 (CBRA) and the Coastal Barrier Improvement Act of 1990 and are shown on appropriate FIRM panels.

Coastal high hazard area is an area of special flood hazard extending from offshore to the inland limit of the primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. The area is designated on the FIRM as Zone V1-V30, VE or V.

Community is a political entity and/or its authorized agents or representatives that have the authority to adopt and enforce floodplain ordinances for the area under its jurisdiction.

Community Floodplain Management Map means any map produced by the community utilizing best available base flood elevation and floodway data that is from a federal, state, or other accepted technical source.

Community Rating System (CRS) is a program developed by the Federal Insurance Administration to provide incentives for those communities in the Regular Program that have gone beyond the minimum floodplain management requirements to develop extra measures to provide protection from flooding.

Community Flood Hazard Area (CFHA) is an area that has been determined by the Floodplain Administrator (or other delegated, designated, or qualified community official) from available technical studies, historical information and other available and reliable sources, which may be subject to periodic inundation by floodwaters that can adversely affect the public health, safety and general welfare. This includes area downstream from dams.

Clay County Mississippi Flood Prevention Ordinance
February 24 2011

Critical facility (also called critical action) means facilities for which the effects of even a slight chance of flooding would be too great. The minimum floodplain of concern for critical facilities is the 0.2 percent chance flood level. Critical facilities include but are not limited to facilities critical to the health and safety of the public such as emergency operations centers, designated public shelters, schools, nursing homes, hospitals, police, fire and emergency response installations, vital data storage centers, power generation and water and other utilities (including related infrastructure such as principal points of utility systems) and installations which produce, use or store hazardous materials or hazardous waste (as defined under the Clean Water Act and other Federal statutes and regulations).

D zone is an area in which the flood hazard is undetermined.

Dam is any artificial barrier, including appurtenant works, constructed to impound or divert water, waste water, liquid borne materials, or solids that may flow if saturated. All structures necessary to maintain the water level in an impoundment or to divert a stream from its course will be considered a dam.

Development means any man-made change to improved or unimproved real estate, including, but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavating, drilling operations, or storage of materials or equipment.

Dry Floodproofing means any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damages to real estate or improved real estate property, water and sanitary facilities, structures and their contents. Structures shall be floodproofed with a minimum of 18 inches of freeboard in relation to the base flood elevation. Dry floodproofing of a pre-FIRM residential structure that has not been substantially damaged or improved is allowed. Dry floodproofing of a post-FIRM residential building is not allowed. Non-residential structures may be dry floodproofed in all flood zones with the exception of the Coastal High Hazard Area or the Coastal AE Zone.

Elevated building means for insurance purposes, a non-basement building which has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, pilings, columns, or piers.

Elevation Certificate is a FEMA form used as a certified statement that verifies a building's elevation information.

Emergency Program means the first phase under which a community participates in the NFIP. It is intended to provide a first layer amount of insurance coverage for all insurable buildings in that community before the effective date of the initial FIRM.

Enclosure below the Lowest Floor see: Lowest Floor.

Encroachment means the advance or infringement of uses, plant growth, fill, excavation, buildings, structures, or development into a floodplain, which may impede or alter the flow capacity of a floodplain.

Executive Order 11988 (Floodplain Management) this order requires that no federally assisted activities be conducted in or have the potential to affect identified Special Flood Hazard Areas, unless there is no practicable alternative.

Existing Construction means structures for which the start of construction commenced before the date of the FIRM or before January 1, 1975, for FIRMs effective before that date. Existing construction may also be referred to as existing structures.

Existing manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

Expansion to an existing manufactured home park or subdivision includes the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets and either final site grading or the pouring of concrete pads)

Fill means a deposit of earthen materials placed by artificial means

Five-Hundred Year Flood means the flood that has a 0.2 percent chance of being equaled or exceeded in any year. Areas subject to the 0.2 percent chance flood have a moderate risk of flooding.

Flood or flooding means a general and temporary condition of partial or complete inundation of normally dry land areas from

- a) The overflow of inland or tidal waters
- b) The unusual and rapid accumulation or runoff of surface waters from any source
- c) Mudslides which are proximately caused by flooding and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas as when earth is carried by a current of water and deposited along the path of the current
- d) The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water accompanied by a severe storm or by an unanticipated force of nature such as flash flood or an abnormal tidal surge or by some similarly unusual and unforeseeable event which results in flooding

Flood (insurance definition) means a general and temporary condition of partial or complete inundation of two or more acres of normally dry land areas or of two or more properties (e.g., a building and a public street) from (1) overflow of inland or tidal waters (2) unusual and rapid accumulation or runoff of surface waters (3) mudflows caused by flooding

Flood Boundary and Floodway Map (FBFM) means the official map on which the Federal Emergency Management Agency (FEMA) or Federal Insurance Administration (FIA) has delineated the areas of flood hazards and regulatory floodway

Flood Hazard Boundary Map (FHBM) means an official map of a community issued by FEMA where the boundaries of the areas of special flood hazard have been identified as Zone A

Flood Insurance Rate Map (FIRM) means an official map of a community on which FEMA has delineated both the areas of special flood hazard and the risk premium zones applicable to the community

Flood Insurance Study (FIS) is the document which provides an examination, evaluation, and determination of flood hazards and, if appropriate, corresponding water surface elevations or an examination, evaluation, and determination of mudslide and/or flood-related erosion hazards

Floodplain means any land area susceptible to being inundated by flood waters from any source

Floodplain Administrator is the individual appointed to administer and enforce the floodplain management regulations

Floodplain management means the operation of an overall program of corrective and preventive measures for reducing flood damage and preserving and enhancing, where possible, natural resources in the floodplain, including, but not limited to, emergency preparedness plans, flood control works, floodplain management regulations, and open space plans

Floodplain management regulations means this ordinance and other zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances, and other applications of police power which control

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development in flood-prone areas This term describes federal state or local regulations in any combination thereof, which provide standards for preventing and reducing flood loss and damage

Floodproofing Certificate is an official FEMA form used to certify compliance for non-residential structures in non Coastal High Hazard Areas as an alternative to elevating buildings to or above the base flood elevation

Floodway See *Regulatory Floodway*

Floodway fringe means that area of the special flood hazard area on either side of the regulatory floodway

Flood Protection Elevation is the base flood elevation plus the community freeboard In areas where no base flood elevations exist from any authoritative source the flood protection elevation can be historical flood elevations or base flood elevations determined and/or approved by the floodplain administrator plus freeboard

Freeboard means a factor of safety, usually expressed in feet above the BFE which is applied for the purposes of floodplain management

Functionally dependent use means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, ship building and ship repair facilities and seafood offloading facilities The term does not include long-term storage manufacture processing functions sales, administrative functions or service facilities

Hardship (as related to variances of this ordinance) means the exceptional difficulty that would result from a failure to grant the requested variance The Board of Supervisors requires that the variance is exceptional unusual and peculiar to the property involved. Mere economic or financial hardship alone is NOT exceptional Inconvenience aesthetic considerations physical handicaps personal preferences or the disapproval of one's neighbors likewise cannot as a rule qualify as an exceptional hardship All of these problems can be resolved through other means without granting a variance even if the alternative is more expensive or requires the property owner to build elsewhere or put the parcel to a different use than originally intended

Hazard potential means the possible adverse incremental consequences that result from the release of water or stored contents due to failure of a dam or mis-operation of a dam or appurtenances The hazard potential classification of a dam does not reflect in any way on the current condition of a dam and its appurtenant structures (e.g. safety structural integrity, and flood routing capacity)

High hazard dam means a class of dam in which failure may cause loss of life serious damage to residential industrial or commercial buildings or damage to or disruption of important public utilities or transportation facilities such as major highways or railroads Dams which meet the statutory thresholds for regulation that are proposed for construction in established or proposed residential commercial or industrial areas will be assigned this classification unless the applicant provides convincing evidence to the contrary A development permit is required for a structure and any associated fill downstream from a dam at any location where flooding can be reasonably anticipated from principal or emergency spillway discharges or from overtopping and failure of the dam

Highest adjacent grade means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a building

Historic Structure means any structure that is

- a) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register
- b) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic or a district preliminarily determined by the Secretary to qualify as a registered historic district
- c) Individually listed on the State of Mississippi inventory of historic structures or

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- d) Individually listed on a local inventory historic places in communities with historic preservation programs that have been certified by an approved state program as determined by the Secretary of the Interior

Hydrologic and hydraulic engineering analyses means the analyses performed by a professional engineer registered in the state of Mississippi, in accordance with standard engineering practices as accepted by FEMA, used to determine flood elevations and /or floodway boundaries

Increased Cost of Compliance (ICC) coverage means under the standard flood insurance policy the cost to repair a substantially flood damaged building that exceeds the minimal repair cost and that is required to bring a substantially damaged building into compliance with the local flood damage prevention ordinance. Acceptable mitigation measures are floodproofing (nonresidential), relocation, elevation, demolition, or any combination thereof. All renewal and new policies with effective dates on or after June 1, 1997, include ICC coverage

Letter of Map Change (LOMC) is an official FEMA determination by letter to amend or revise effective Flood Insurance Rate Maps, Flood Boundary and Floodway Maps, and Flood Insurance Studies. LOMC's are broken down into the following categories:

Letter of Map Amendment (LOMA)

An amendment based on technical data showing that a property was incorrectly included in a designated SFHA, was not elevated by fill (only by a natural grade elevation) and will not be inundated by the one percent chance flood. A LOMA amends the current effective FIRM and establishes that a specific property is not located in a SFHA.

Letter of Map Revision (LOMR)

A revision based on technical data that, usually due to manmade changes, shows changes to flood zones, flood elevations, floodplain and floodway delineations, and planimetric features. One common type of LOMR, a LOMR-F, is a determination concerning whether a structure or parcel has been elevated by fill above the BFE and is therefore excluded from the SFHA.

Conditional Letter of Map Revision (CLOMR)

A formal review and comment by FEMA as to whether a proposed project complies with the minimum NFIP floodplain management criteria. A CLOMR does not revise effective Flood Insurance Rate Maps, Flood Boundary and Floodway Maps, or Flood Insurance Studies.

Levee means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

Levee system means a flood protection system which consists of a levee or levees and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices. For a levee system to be recognized, the following criteria must be met: All closure devices or mechanical systems for internal drainage, whether manual or automatic, must be operated in accordance with an officially adopted operation manual (a copy of which must be provided to FEMA by the operator when levee or drainage system recognition is being sought or revised). All operations must be under the jurisdiction of a Federal or State agency, an agency created by Federal or State law, or an agency of a community participating in the NFIP.

Limit of Moderate Wave Action (LiMWA) is the limit of the AE Zone category area exposed to wave attack from waves greater than 1.5 feet during the base (one percent chance) flood on open coastal and inland areas exposed to erosion and wave propagation.

Low hazard dam means a class of dam in which failure would at the most result in damage to agricultural land, farm buildings (excluding residences), or minor roads.

Lowest adjacent grade means the elevation of the sidewalk, patio, deck, support, or basement entryway immediately next to the structure and after the completion of construction. It does not include earth that is placed for aesthetic or landscape reasons around a foundation wall. It does include natural ground or properly compacted fill that comprises a component of a building's foundation system.

Lowest floor means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, used solely for parking of vehicles, building access, or storage in an area other than a basement is not considered a building's lowest floor *provided* that such enclosure is not built so as to render the structure in violation of the non-elevation provisions of this code.

Manufactured home (44 CFR 59.1 definition / FEMA) means a structure transportable in one or more sections which is built on a permanent chassis and designed to be used with or without a permanent foundation when attached to the required utilities. The term manufactured home does not include a 'recreational vehicle.'

Manufactured housing (24 CFR 3280.3 and 3285.5 definitions / HUD) means a structure, transportable in one or more sections which in the traveling mode is 8 body feet or more in width or 40 body feet in length or which when erected on-site is 320 or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities.

Manufactured home park or subdivision means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Map Amendment means a change to an effective NFIP map that results in the exclusion from the SFHA or an individual structure or a legally described parcel of land that has been inadvertently included in the SFHA (i.e., no alterations of topography have occurred since the date of the first NFIP map that showed the structure or parcel to be within the SFHA).

Map Panel Number means the four-digit number followed by a letter suffix assigned by FEMA on a FIRM, FBM, or FIRM. The first four digits represent the map panel, and the letter suffix represents the number of times the map panel has been revised.

Market value means the property value (as agreed between a willing buyer and seller) excluding the value of land as established by what the local real estate market will bear. Market value can be established by independent certified appraisal, replacement cost depreciated by age of building (Actual Cash Value), or adjusted assessed values.

Mean Sea Level means, for the purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929, North American Vertical Datum (NAVD) of 1988, or other datum to which base flood elevations shown on a community's Flood Insurance Rate Map (FIRM) are referenced.

National Flood Insurance Program (NFIP) is the federal program that makes flood insurance available to owners of property in participating communities nationwide through the cooperative efforts of the Federal Government and the private insurance industry.

National Geodetic Vertical Datum (NGVD) means a vertical control, corrected in 1929, used as a reference for establishing varying elevations within the floodplain.

New Construction means a structure or an addition to an existing structure for which the start of construction commenced on or after the effective date of a floodplain management regulation adopted by a community and any subsequent improvements to such structure or the addition.

New manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain regulations adopted by a community.

Non-Residential means, but is not limited to, small business concerns, churches, schools, farm buildings (including grain bins and silos), pool houses, clubhouses, recreational buildings, mercantile structures, agricultural and industrial structures, warehouses, and hotels and motels with normal room rentals for less than 6 months duration.

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North American Vertical Datum (NAVD) of 1988 means a vertical control corrected in 1988, used as a reference for establishing varying elevations within the floodplain

Obstruction means, but is not limited to any dam, wall, wharf, embankment, levee, dike, pile abutment, protection, excavation, channel construction, bridge, culvert, building, wire, fence, rock, gravel, refuse, fill, structure, vegetation or other material in, along, across or projecting into any watercourse which may alter, impede, retard or change the direction and/or velocity of the flow of water or due to its location, its propensity to snare or collect debris carried by the flow of water or its likelihood of being carried downstream

One Percent Flood (aka 100-Year Flood) is the flood that has a one percent chance of being equaled or exceeded in any given year. Any flood zone that begins with the letter A or V is subject to inundation by the one percent chance flood. Over the life of a 30-year loan, there is a 26-percent chance of experiencing such a flood within the SFHA.

Participating Community is any community that voluntarily elects to participate in the NFIP by adopting and enforcing floodplain management regulations that are consistent with the standards of the NFIP.

Post-FIRM Construction means new construction and substantial improvements for which start of construction occurred after December 31, 1974 or on or after the effective date of the initial FIRM of the community, whichever is later.

Pre-FIRM Construction means new construction and substantial improvements for which start of construction occurred on or before December 31, 1974 or before the effective date of the initial FIRM of the community, whichever is later.

Probation is a means of FEMA formally notifying participating communities of the first of the two NFIP sanctions due to their failure to correct violations and deficiencies in the administration and enforcement of the local floodplain management regulations.

Public safety and nuisance means anything which is injurious to the safety or health of an entire community or neighborhood, or any considerable number of persons, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, or river, bay, stream, canal, or basin.

Recreational vehicle means a vehicle that is:

- a) Licensed and titled as an RV or park model (not a permanent residence)
- b) Built on a single chassis
- c) 400 square feet or less when measured at the largest horizontal projection
- d) Has no attached deck, porch, or shed
- e) Has quick-disconnect sewage, water, and electrical connectors
- f) Designed to be self-propelled or permanently towable by a light duty truck, and
- g) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational camping, travel, or seasonal use.

Regular Program means the second phase of the community's participation in the NFIP in which second layer coverage is available based upon risk premium rates only after FEMA has completed a risk study for the community.

Regulatory floodway means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

Repair means the reconstruction or renewal of any part of an existing building for which the start of construction commenced on or after the effective date of a floodplain management regulation adopted by a community and all such regulations effective at the time of permitting must be met.

Repetitive Loss means flood-related damages sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.

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Repetitive Loss Property is any insurable building for which two or more claims of more than \$1,000 were paid by the National Flood Insurance Program (NFIP) within any rolling 10-year period since 1978. At least two of the claims must be more than ten days apart but within ten years of each other. A RL property may or may not be currently insured by the NFIP.

Section 1316 means that section of the National Flood Insurance Act of 1968 as amended which states that no new flood insurance coverage shall be provided for any property that FEMA finds has been declared by a duly constituted state or local zoning authority or other authorized public body to be in violation of state or local laws, regulations, or ordinances that are intended to discourage or otherwise restrict land development or occupancy in flood-prone areas.

Severe Repetitive Loss Structure means any insured property that has met at least one of the following paid flood loss criteria since 1978 regardless of ownership:

1. Four or more separate claim payments of more than \$5,000 each (including building and contents payments) or
2. Two or more separate claim payments (building payments only) where the total of the payments exceeds the current market value of the property.

In either case, two of the claim payments must have occurred within ten years of each other. Multiple losses at the same location within ten days of each other are counted as one loss, with the payment amounts added together.

Significant hazard dam means a dam assigned the significant hazard potential classification where failure may cause damage to main roads, minor railroads, or cause interruption of use or service of relatively important public utilities.

Special flood hazard area (SFHA) means that portion of the floodplain subject to inundation by the base flood and/or flood-related erosion hazards as shown on a FHB or FIRM as Zone A, AE, A1-A30, AH, AO, AR, AR A1-A30, AR AE, AR AO, AR/AH, AR/A, A99, V, VE, or V1-V30.

Start of construction (for other than new construction or substantial improvements under the Coastal Barrier Resources Act P.L. 97-348) includes substantial improvement and means the date the building permit was issued provided the actual start of construction, repair, reconstruction, or improvement was within 180 days of the permit date. The actual start means the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of slabs or footings, installation of piles, construction of columns, or any work beyond the stage of excavation or placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling, nor does it include the installation of streets and/or walkways, nor does it include excavation for a basement, footings, piers or foundations or the erection of temporary forms, nor does it include the installation on the property of accessory buildings, such as garages or sheds, not occupied as dwelling units or not part of the main building. For substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Structure (for floodplain management purposes) means a walled and roofed building, including a gas or liquid storage tank that is principally above ground, as well as a manufactured home.

Structure (for insurance purposes) means a building with two or more outside walls and a fully secured roof that is affixed to a permanent site, a manufactured home built on a permanent chassis, transported to its site in one or more sections, and affixed to a permanent foundation, or a travel trailer without wheels built on a chassis and affixed to a permanent foundation, that is regulated under the community's floodplain management and building ordinances or laws. The term does not include a recreational vehicle or a park trailer or other similar vehicle, except as described in the last part of this definition, or a gas or a liquid storage tank.

Subrogation means an action brought by FEMA when flood damages have occurred, a flood insurance claim has been paid, and all or part of the damage can be attributed to acts or omissions by a community or other third party.

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Substantial Damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to the before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. Substantial damage also means flood-related damages sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.

Substantial Improvement means any combination of reconstruction, rehabilitation or other improvement of a structure taking place since passage of the initial ordinance in which the cumulative percentage of improvement equals or exceeds 50 percent of the current market value of the structure before the start of construction of the improvement. The costs for determining substantial improvement include the costs of additions. This term includes structures which have incurred repetitive loss or substantial damage regardless of the actual repair work performed.

The term does not apply to

- a) Any project for improvement of a building required to comply with existing health, sanitary or safety code specifications which have been identified by the Code Enforcement Official and which are solely necessary to assure safe living conditions, provided that said code deficiencies were not caused by neglect or lack of maintenance on the part of the current or previous owners or
- b) Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.

Substantially improved existing manufactured home parks or subdivisions means manufactured home parks or subdivisions where the repair, reconstruction, rehabilitation or improvement of the streets, utilities and pads equals or exceeds 50 percent of the value of the streets, utilities and pads before the repair, reconstruction or improvement commenced.

Suspension means the removal, with or without probation, of a participating community from the NFIP because the community failed to adopt and enforce the compliant floodplain management regulations required for participation in the NFIP.

V zone see *Coastal High Hazard Area*

V1 – V30 and VE zone see *Coastal High Hazard Area*

Variance is a grant of relief from the requirements of this ordinance.

Violation means the failure of a structure or other development to be fully compliant with this ordinance. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in this ordinance is presumed to be in violation until such time as that documentation is provided.

Watercourse means any flowing body of water including a river, creek, stream, or a branch.

Water surface elevation means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929, the North American Vertical Datum (NAVD) of 1988 (or other datum, where specified) of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

Wet floodproofing means a method of construction which allows water to enter a structure in such a way that will minimize damage to the structure and its contents. Wet floodproofing is appropriate for functionally dependent use and uses that facilitate open space use by variance only, structures utilized for parking or limited storage, or when all other techniques are not technically feasible. Wet floodproofing shall not be utilized as a method to satisfy the requirements of this ordinance for bringing substantially damaged or improved structures into compliance. Wet floodproofing is not allowed in lieu of complying with the lowest floor elevation requirements for new residential buildings.

X zone means the area where the flood hazard is less than that in the SFHA. Shaded X shown on recent FIRMs (B on older FIRMs) designate areas subject to inundation by the flood with a 0.2-percent annual probability of being

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equaled or exceeded (aka 500-year flood) Unshaded X (C on older FIRMs) designates areas where the annual exceedance probability of flooding is less than 0.2 percent

Zone means a geographical area shown on a Flood Hazard Boundary Map or a Flood Insurance Rate Map that reflects the severity or type of flooding in the area

ARTICLE 3

GENERAL PROVISIONS

SECTION A LANDS TO WHICH THIS ORDINANCE APPLIES

This ordinance shall apply to all areas of special flood hazard (SFHA) and, as determined by the Floodplain Administrator or other delegated, designated, or qualified community official from available technical studies, historical information, and other available and reliable sources, areas within the jurisdiction of the Board of Supervisors of Clay County Mississippi, which may be subject to periodic inundation by floodwaters that can adversely affect the public health, safety, and general welfare of the citizens of Clay County Mississippi.

SECTION B BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD

The areas of special flood hazard identified by the Federal Emergency Management Agency in the areas of special flood hazard identified by the Federal Emergency Management Agency in the Clay County Flood Insurance Study dated May 3, 2011 with the accompanying Flood Insurance Rate Map(s) (FIRM).

SECTION C USE OF PRELIMINARY FLOOD HAZARD DATA

When Flood Insurance Studies and Preliminary Flood Insurance Rate Maps have been provided by FEMA:

- (1) Prior to the issuance of a Letter of Final Determination (LFD) by FEMA, the use of the preliminary flood hazard data shall only be required where no base flood elevations and/or floodway areas exist or where the preliminary base flood elevations or floodway area exceed the base flood elevations and/or floodway widths in the effective flood hazard data provided by FEMA. Such preliminary data may be subject to revision through valid appeals.
- (2) Upon the issuance of a Letter of Final Determination (LFD) by FEMA, the revised flood hazard data shall be used and replace all previously effective flood hazard data provided by FEMA for the purposes of administering these regulations.

Where adopted regulatory standards conflict, the more stringent base flood elevation shall prevail. Preliminary FIS data may be subject to change by a valid appeal.

SECTION D ESTABLISHMENT OF FLOODPLAIN DEVELOPMENT PERMIT

A development permit shall be required in conformance with the provision of this ordinance prior to the commencement of any development activities in identified areas of special flood hazard and community flood hazard areas within the community.

SECTION E COMPLIANCE

No structure or land shall hereafter be located, extended, converted or structurally altered without full compliance with the terms of this ordinance and other applicable regulations.

SECTION F ABROGATION AND GREATER RESTRICTIONS

This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

SECTION G INTERPRETATION

In the interpretation and application of this ordinance all provisions shall be

- (1) Considered as minimum requirements
- (2) Liberally construed in favor of the Board of Supervisors and
- (3) Deemed neither to limit nor repeal any other powers granted under state statutes

SECTION H STANDARDS FOR B, C, AND X ZONES (SHADED/UNSHADED)

Any area outside the FEMA studied areas lying along blue line streams shown on the United States Department of the Interior Geological Survey quadrants of which {Board of Supervisors} is contained and/or areas with flood prone soils which are contiguous to blue line streams as shown on the Board of Supervisors Flood Prone Soils Map shall also be considered community flood hazard areas. These areas contiguous to blue line streams are defined by a buffer of five times the width of the stream at the top of the bank or twenty feet each side from the top of the bank, whichever is greater.

The B, C, and Shaded X zones are considered to be low to moderate risk flood zones and are located outside the community's delineated special flood hazard area and include the following:

- (1) Areas outside the one percent chance flood zone but within the 0.2 percent chance flood zone as determined by a detailed study
- (2) Areas outside the 0.2 percent chance flood zone as determined by a detailed study and
- (3) Areas that have not yet been studied

The community reserves the right to require further studies for any development within its jurisdiction if there is evidence that a potential flood hazard exists. Studies can be used to designate community flood hazard areas. Such evidence may include but shall not be limited to:

- (1) Eyewitness reports of historic flooding or other reports of historic flooding deemed credible by the community
- (2) Geologic features observed that resemble floodplains (such as flat areas along streams)
- (3) Proximity to manmade or natural constrictions such as road crossings that can cause backwater effects and
- (4) Drainage basin characteristics such as drainage area, slope, percent impervious cover, land use, etc.

SECTION I REPETITIVE LOSS STRUCTURES

The community may declare any existing structure as a repetitive loss structure as required to qualify the structure for increased cost of compliance (ICC) benefits allowed by a National Flood Insurance Program flood policy claim. To be declared a repetitive loss structure, the following conditions must be met:

- (1) The structure must have a flood insurance policy that includes the increased cost of compliance coverage and
- (2) The structure must have been flooded twice during a ten-year period with each flood event causing damage for which the repair cost equaled or exceeded 25% of the market value of the structure.

SECTION J WARNING AND DISCLAIMER OF LIABILITY

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering consideration. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the areas of special flood hazard and community flood hazard areas or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of Board of Supervisors of Clay County Mississippi or by any officer or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made hereunder.

SECTION K ENFORCEMENT, PENALTIES, AND VIOLATIONS

Any action or inaction which violates the provisions of this ordinance or permit shall be subject to the enforcement actions outlined in Article 3. Any such action or inaction that is continuous with respect to time is deemed to be a public nuisance and may be abated by injunctive or other equitable relief. The imposition of any of the penalties described below shall not prevent such equitable relief.

- (1) **Notice of Violation** If the community determines that an applicant or other responsible person has failed to comply with the terms and conditions of a permit, or the provisions of this ordinance, it shall issue a written notice of violation to such applicant or other responsible person. Where the person is engaged in activity covered by this ordinance without having first secured a permit, the notice shall be served on the owner or the responsible person in charge of the activity being conducted on the site. The notice of violation shall contain:
 - a.) The name and address of the owner or the applicant or the responsible person,
 - b.) The address or other description of the site upon which the violation is occurring
 - c.) A statement specifying the nature of the violation
 - d.) A description of the remedial measures necessary to bring the action or inaction into compliance with the permit or this ordinance and the date for the completion of such remedial action,
 - e.) A statement of the penalty or penalties that may be assessed against the person to whom the notice of violation is directed, and
 - f.) A statement that the determination of violation may be appealed to the community by filing a written notice of appeal within thirty days after the notice of violation (except, that in the event the violation constitutes an immediate danger to public health or public safety, 24 notice shall be sufficient)
- (2) **Penalties** In the event the remedial measures described in the notice of violation have not been completed by the date set forth for such completion in the notice of violation, any one or more of the following actions or penalties may be assessed against the person to whom the notice of violation was directed. Before taking any of the following actions or imposing any of the following penalties, the community shall first notify the applicant or other responsible person in writing of its intended action, and shall provide reasonable opportunity of not less than ten days (except that in the event the violation constitutes an immediate danger to public health or public safety, 24 hours notice shall be sufficient) to cure such violation. In the event the applicant or other responsible person fails to cure such violation after such notice and cure period, the community may take any one or more of the following actions or impose any one or more of the following penalties:
 - a.) **Stop Work Order** The community may issue a stop work order which shall be served on the applicant or other responsible person. The stop work order shall remain in effect until the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violation or violations described therein, provided the stop work order may be withdrawn or modified to enable the applicant or other responsible person to take the necessary remedial measures to cure such violation or violations.
 - b.) **Termination of water service and/or withhold or revoke Certificate of Occupancy** The community may terminate utilities and/or refuse to issue and/or revoke a certificate of occupancy for the building or other improvements and/or repairs conducted or being conducted on the site until the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violation or violations described therein.
 - c.) **Suspension, revocation, or modifications of permit** The community may suspend, revoke, or modify the permit authorizing the development project. A suspended, revoked, or modified permit may be reinstated after the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violations described therein, provided such permit may be reinstated (upon such conditions as the community may deem necessary) to enable the applicant or other responsible person to take the necessary remedial measures to cure such violations.
 - d.) **Civil penalties** Violation of the provisions of this ordinance or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions, shall constitute a misdemeanor. Any person who violates this ordinance or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than \$1,000.00 or imprisoned for not more than 60 days, or both, and in addition, shall pay all costs and expenses involved in the case. Each act of violation and each day such violation continues

shall be considered a separate offense Nothing herein contained shall prevent the Floodplain Administrator from taking such other lawful actions as are necessary to prevent or remedy any violation

- (3) **Administrative appeal, judicial review** Any person receiving a notice of violation may appeal the determination of the community, including but not limited to the issuance of a stop work order the assessment of an administratively-imposed monetary penalty the suspension revocation, modification or grant with condition of a permit by the community upon finding that the holder is in violation of permit conditions, or that the holder is in violation of any applicable ordinance or any of the community's rules and regulations, or the issuance of a notice of bond forfeiture
The notice of appeal must be in writing and must be received within ten days from the date of the notice of violation A hearing on the appeal shall take place within thirty days from the date of receipt of the notice of appeal by the Floodplain Administrator
All appeals shall be heard and decided by the community's designated Appeal Board The Appeal Board shall have the power to affirm modify or reject the original penalty, including the right to increase or decrease the amount of any monetary penalty and the right to add or delete remedial actions required for correction of the violation and compliance with the community's flood damage prevention ordinance and any other applicable local state or federal requirements The decision of the Appeal Board shall be final
- (4) **Judicial review** Any person aggrieved by a decision or order of the community after exhausting his administrative remedies shall have the right to appeal de novo to the Clay County Justice Court.

ARTICLE 4 **ADMINISTRATION**

SECTION A DESIGNATION OF FLOOD DAMAGE PREVENTION ORDINANCE ADMINISTRATOR

The Board of Supervisors of Clay County Mississippi hereby appoints the Clay County Floodplain Administrator to administer and implement the provisions of this ordinance and is herein referred to as the Floodplain Administrator and/or the Administrator

SECTION B PERMIT PROCEDURES

Application for a Development Permit shall be made to the Floodplain Administrator on forms furnished by him or her prior to any development activities and may include but not be limited to the following plans in duplicate drawn to scale showing the nature location, dimensions and elevations of the area in question, existing or proposed structures earthen fill storage of materials or equipment drainage facilities and the location of the foregoing Specifically the following information is required

- (1) Application Stage
- a) Elevation in relation to mean sea level of the proposed lowest floor (including basement) of all buildings which will be submitted on a FEMA Form 81-31 (Elevation Certificate) by a state of Mississippi registered engineer or surveyor
 - b) Elevation in relation to mean sea level to which any non-residential building in an A Zone will be floodproofed
 - c) Certificate from a state of Mississippi registered professional engineer or architect that the non-residential flood proofed building will meet the floodproofing criteria in Article 4 Section B (2) Article 5 Section B (2) and Section D (2)
 - d) No floodplain development permit can be issued to any mobile modular or permanently constructed residence building or facility unless the owner lessee or developer obtains a Notice of Intent from the Mississippi State Health Department pursuant to the MS Individual On-Site Wastewater Disposal System Law (2009) for a recommendation of a sewage system or Proof of Compliance from the proper Sewer and Water District
 - e) Description of the extent to which any watercourse will be altered or relocated as result of proposed development
- (2) Construction Stage

Upon establishment/placement of the lowest floor, before framing continues, to include any approved floodproofing method by whatever construction means, it shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of the NAVD or NGVD elevation of the lowest floor or floodproofed elevation, as built, in relation to mean sea level. Said certification shall be prepared by or under the direct supervision of a registered land surveyor or professional engineer who is authorized by the state of Mississippi to certify such information and certified by same. When floodproofing is utilized for a particular building said certification shall be prepared by or under the direct supervision of a professional engineer or architect, who is authorized by the state of Mississippi to certify such information and certified by same. Floodproofing shall be required to be 18 inches above the base flood elevation.

Any work undertaken prior to submission of the certification shall be at the permit holder's risk. The Floodplain Administrator shall review the lowest floor & floodproofing elevation survey data submitted. The permit holder immediately and prior to further progressive work being permitted to proceed shall correct deficiencies detected by such review. Failure to submit the survey or failure to make said corrections required hereby shall be cause to issue a stop-work order for the project.

In any lot or lots/areas that have been removed from the special flood hazard area via a Letter of Map Revision Based on Fill, and if the top of fill level is below the freeboard elevation, all new structures additions to existing buildings or substantial improvement must meet the required community freeboard elevation.

(3) **Finished Construction**

Upon completion of construction, a FEMA elevation certificate which depicts all finished construction elevations is required to be submitted to the Floodplain Administrator. If the project includes a floodproofing measure, a FEMA floodproofing certificate is required to be submitted by the permit holder to the Floodplain Administrator.

SECTION C POWERS, DUTIES, AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR

The Floodplain Administrator and his or her designated staff is hereby authorized and directed to enforce the provisions of this ordinance. The Administrator is further authorized to render interpretations of this ordinance which are consistent with its spirit and purpose.

(1) **Right of Entry**

- a) Whenever necessary to make an inspection to enforce any of the provisions of this ordinance, or whenever the Administrator has reasonable cause to believe that there exists in any building or upon any premises any condition or ordinance violation which makes such building, structure or premises unsafe, dangerous or hazardous, the Administrator may enter such building, structure or premises at all reasonable times to inspect the same or perform any duty imposed upon the Administrator by this ordinance.
- b) If such building or premises are occupied, the Administrator shall first present proper credentials and request entry. If such building, structure or premises are unoccupied, he shall first make a reasonable effort to locate the owner or other persons having charge or control of such building or premises.
- c) If entry is refused, the Administrator shall have recourse to every remedy provided by law to secure entry.
- d) When the Administrator shall have first obtained a proper inspection warrant or other remedy provided by law to secure entry, no owner or occupant or any other persons having charge, care or control of any building, structure or premises shall fail or neglect, after proper request is made as herein provided, to promptly permit entry therein by the Administrator for the purpose of inspection and examination pursuant to this ordinance.

(2) **Stop Work Orders**

Upon notice from the Administrator, work on any building, structure or premises that is being performed contrary to the provisions of this ordinance shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to his or her agent, or to the person doing the work, and shall state the conditions under which work may be resumed.

(3) Revocation of Permits

- a) The Administrator may revoke a permit or approval issued under the provisions of this ordinance in case there has been any false statement or misrepresentation as to the material fact in the application or plans on which the permit or approval was based
- b) The Administrator may revoke a permit upon determination that the construction, erection alteration repair moving demolition installation or replacement of the structure for which the permit was issued is in violation of or not in conformity with, the provisions of this ordinance

Duties of the administrator shall include, but not be limited to

- (1) Review all development permits to assure that the permit requirements of this ordinance have been satisfied
- (2) Require permittee to obtain and submit copies of any required federal or state permits and maintain them on file with the development permit
- (3) Notify adjacent communities the NFIP State Coordinator and other federal and/or state agencies with statutory or regulatory authority prior to any alteration or relocation of a watercourse
- (4) Assure that maintenance is provided within the altered or relocated portion of said watercourse so that the flood-carrying capacity is maintained
- (5) Verify and record the actual elevation (in relation to mean sea level) of the lowest floor (including basement) of all new construction and substantially improved buildings, in accordance with Article 4 Section B (2) Information must be recorded on the FEMA Elevation Certificate Form 81-31
- (6) Verify and record the actual elevation (in relation to mean sea level) to which the new construction and substantially improved buildings have been floodproofed in accordance with Article 4 Section B (2) Information must be recorded on the FEMA Elevation Certificate Form 81-31
- (7) Review certified plans and specifications for compliance
- (8) Make the necessary interpretation where interpretation is needed as to the exact location of boundaries of the areas of special flood hazard (for example where there appears to be a conflict between a mapped boundary and actual field conditions) The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this Article
- (9) Obtain review and reasonably utilize any base flood elevation and floodway data available from a federal state or other source when base flood elevation data or floodway data have not been provided in accordance with Article 3 Section B in order to administer the provisions of Article 5
- (10) Provide information testimony or other evidence as needed during variance request hearings
- (11) Conduct the following actions when damage occurs to a building or buildings
 - a) Determine whether damaged structures are located within the Special Flood Hazard Area
 - b) Conduct damage assessments for those damaged structures located in the SFHA and
 - c) Make a reasonable attempt to notify owner(s) of damaged structure(s) of the requirement to obtain a building permit floodplain development permit prior to repair rehabilitation or reconstruction

ARTICLE 5
PROVISIONS FOR FLOOD HAZARD REDUCTION

SECTION A GENERAL STANDARDS FOR ALL ZONES

In all areas of special flood hazard the following provisions are required

- (1) New construction and substantial improvements shall be anchored to prevent flotation collapse and lateral movement of the structure
- (2) Manufactured homes shall be anchored to prevent flotation collapse and lateral movement Methods of anchoring may include but are not limited to use of over the top or frame ties to ground anchors Dry stacked blocks (stacked without the use of mortar or cement to bond them together) are not to be used as an anchor elevation method This standard shall be in addition to and consistent with applicable state requirements for resisting wind forces
- (3) New construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage
- (4) New construction or substantial improvements shall be constructed by methods and practices that minimize flood damage

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- (5) Electrical heating, ventilation, plumbing, air conditioning equipment and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding, such facilities shall be located a minimum of 24 inches or 2 feet above the Base Flood Elevation
- (6) New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system
- (7) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters
- (8) On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding
- (9) Any alteration, repair, reconstruction or improvements to a building that is in compliance with the provisions of this ordinance shall meet the requirements of new construction as contained in this ordinance
- (10) Any alteration, repair, reconstruction or improvements to a building that is not in compliance with the provisions of this ordinance shall be undertaken only if said non-conformity shall meet the requirements of new construction as contained in this ordinance
- (11) All gas and liquid storage tanks (both above and below ground) shall be adequately anchored to prevent flotation, lateral movement resulting from hydrodynamic forces, and the effects of buoyancy
- (12) When new construction and substantial improvements are located in multiple flood zones or in a flood zone with multiple base flood elevations, they shall meet the requirement for the more stringent flood zone and the highest base flood elevation
- (13) New construction and substantial improvement of any building (both in and outside the SFHA) shall have the lowest floor (including basement) at least one foot above the centerline of the designated street unless the topography of the property does not allow for strict adherence as determined by the Floodplain Administrator
- (14) All new horizontal additions must have the lowest floor and all HVAC elevated to the regulatory base flood elevation
- (15) New construction and substantial improvements of structures built on fill (only allowed outside of the CHHA and Coastal AE Zone) shall be constructed on properly designed and compacted fill that extends 10 feet to 15 feet beyond the building walls before dropping below the base flood elevation and shall have appropriate protection from erosion and scour as follows:
 - a) Fill sites upon which structures will be constructed or placed must be compacted to 95 percent of the maximum density obtainable with the Standard Proctor Test method or an acceptable equivalent method
 - b) Fill slopes shall be no steeper than one foot vertical to two feet horizontal
 - c) Adequate protection against erosion must be provided for fill slopes. When expected velocities during the occurrence of the base flood are greater than five feet per second, armoring with stone or rock protection or material that will provide equivalent resistance will be provided. When expected velocities during the base flood are five feet per second or appropriate protection shall be provided by covering them with vegetative cover at a minimum
 - d) Fill shall be composed of clean granular or earthen material
- (16) Storage or processing of materials that are hazardous, flammable, explosive, or in time of flooding could become buoyant and pose an obstruction to flow, are prohibited within the community special flood hazard areas, to include identified floodways. Storage of material or equipment not otherwise prohibited shall be firmly anchored to prevent flotation

SECTION B SPECIFIC STANDARDS FOR RIVERINE ZONES

In all areas of special flood hazard designated on the community's FIRM where base flood elevation data have been provided (excluding CHHA and Coastal AE Zone) as set forth in Article 5, Section B, the following provisions, in addition to the standards of Article 5, Section A, are required:

- (1) **Residential Construction** New construction and substantial improvement of any residential building (including manufactured home) shall have the lowest floor (including basement) elevated to no lower than 24 inches or 2 feet above the base flood elevation. Should solid foundation perimeter walls be used to

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elevate a structure, flood openings sufficient to automatically equalize hydrostatic flood forces on exterior walls of enclosures that are subject to flooding shall be provided in accordance with standards of Article 5 Section B (4) New development proposals will be designed, to the maximum extent practicable so residential building sites walkways driveways and roadways are located at natural grade with elevation not less than the base flood elevation and with evacuation routes leading directly out of the special flood hazard area

- (2) **Non-Residential Construction** New construction and substantial improvement of any commercial industrial or non-residential building (including manufactured building) shall have the lowest floor, including basement elevated to no lower than 24 inches or 2 feet above the base flood elevation. Buildings located in all A-Zones may, together with attendant utility and sanitary facilities, be floodproofed in lieu of being elevated provided that all areas of the building below the base flood elevation (plus a minimum of 24 inches or 2 feet of freeboard are water tight with walls substantially impermeable to the passage of water and use structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy Dry floodproofing is allowed only where flood velocities are less than or equal to five feet per second A registered professional engineer or architect shall certify that the standards of this subsection are satisfied. A Flood Emergency Operation Plan and an Inspection and Maintenance Plan must be provided by the design professional for the building Such certification shall be provided to the Floodplain Administrator New development proposals will be designed, to the maximum extent practicable, so non-residential building sites, walkways driveways, and roadways are located at natural grade with elevation not less than the base flood elevation and with evacuation routes leading directly out of the special flood hazard area
- (3) In special flood hazard areas with base flood elevations (Zones AE and A1-30) but without floodways no encroachments including fill material or structures shall be permitted unless certification by a registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community The engineering certification must be supported by technical data that conforms to standard hydraulic engineering principles
- (4) **Enclosures** New construction and substantial improvements that include fully enclosed areas formed by foundation and other exterior walls below the lowest floor shall be designed to preclude finished living space and designed to allow for the entry and exit of floodwaters to automatically equalize hydrostatic flood forces on exterior walls Total enclosed areas will be limited to no more than the area enclosed by compliant construct at least 24 inches or 2 feet above the base flood elevation Enclosed areas, including crawl spaces shall be used solely for parking of vehicles building access and storage
- a) Designs for complying with this requirement must either be certified by a professional engineer or architect or meet or exceed the following criteria
- (i) Provide a minimum of two openings on different sides of each enclosed area if a structure has more than one enclosed area below the base flood elevation each shall have openings on exterior walls
 - (ii) The total net area of all openings shall be at least one square inch for each square foot of enclosed area or the openings shall be designed and the construction documents shall include a statement that the design and installation will provide for equalization of hydrostatic flood forces on exterior walls by allowing for the automatic entry and exit of floodwaters
 - (iii) The bottom of all openings shall be no higher than one foot above interior grade (which must be equal to or higher than the exterior grade)
 - (iv) Openings shall allow the passage of a three inch sphere
 - (v) Openings may be equipped with screens louvers valves or other coverings or devices provided they permit the automatic flow of floodwaters in both directions and automatically equalize hydrostatic flood loads on exterior walls and
- b) Access to the enclosed area shall be minimum necessary to allow for parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the living area (stairway or elevator) and
- c) The interior portion of such enclosed area shall not be finished or partitioned into separate rooms
- d) Property owners shall be required to execute a flood openings/venting affidavit acknowledging that all openings will be maintained as flood vents and that the elimination or alteration of the openings in any

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way will violate the requirements of Article 5, Section B Periodic inspections will be conducted by the Floodplain Administrator to ensure compliance

- (5) Detached storage buildings, sheds or other like accessory improvements excluding detached garages carports and boat houses shall solely be used for parking of vehicles and storage Such storage space shall not be used for human habitation and shall be limited to storage of items that can withstand exposure to the elements and have low flood damage potential The storage space shall be constructed of flood resistant or breakaway materials and equipment and service utilities such as electrical outlets shall be limited to essential lighting and other incidental uses, and must be elevated or floodproofed Flood openings in accordance with the standards of Article 5 Section B (4) shall also be required These accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters Accessory improvements and other appurtenant structures shall be firmly anchored to prevent flotation that may result in damage to other structures
- (6) Property owners shall be required to execute and record with the structure's deed a non-conversion agreement declaring that the area below the lowest floor of the structure or the detached accessory building shall not be improved finished or otherwise converted the community will have the right to inspect the enclosed area

(7) **Standards for Manufactured Homes and Recreational Vehicles**

- a) All manufactured homes placed or substantially improved on individual lots or parcels in existing manufactured home parks or subdivisions in expansions to existing manufactured home parks or subdivisions in new manufactured home parks or subdivisions or in substantially improved manufactured home parks or subdivisions must meet all the requirements for new construction including elevation and anchoring and the flood openings requirements of Article 5 Section B (4) Manufactured homes must be
- (i) Elevated on a permanent foundation to have its lowest floor elevated to no lower than 24 inches or 2 feet above the base flood elevation and
 - (ii) Securely anchored to an adequately anchored foundation system to resist flotation collapse and lateral movement
- b) All manufactured homes placed or substantially improved excepting manufactured homes that have incurred substantial damage as a result of a flood in an existing manufactured home park or subdivision must be elevated so that
- (i) The lowest floor of the manufactured home is elevated to no lower than 24 inches or 2 feet above the base flood elevation and be securely anchored to an adequately anchored foundation support system to resist flotation collapse and lateral movement or
 - (ii) The manufactured home chassis is supported by reinforced piers or other foundation elements of at least an equivalent strength of no less than 36 inches in height above the highest adjacent grade and adequately anchored foundation support system to resist flotation collapse and lateral movement
- Although the above section b (ii) conforms to 44 CFR Section 60.3 (c) (6) and (12) it can be removed and would result in a higher regulatory and simplified enforcement standard
- c) All recreational vehicles placed on sites must either
- (i) Be on site for fewer than 90 consecutive days and shall leave the site for at least seven consecutive days and obtain a new permit before returning to the same site
 - (ii) Be fully licensed and ready for highway use or
 - (iii) Must meet all the requirements for new construction including anchoring and elevation requirements of this Article 5 Section B (8) (a) or Article 5 Section B (8) (b) (i) above

A recreational vehicle is ready for highway use if it is licensed and insured in accordance with the state of Mississippi motor vehicle regulations is on its wheels or jacking system is attached to the site only by quick disconnect type utilities and security devices and has no permanently attached additions

- (8) **Floodways** Located within areas of special flood hazard adopted by reference in Article 3 Section B are areas designated as floodways Since the floodway is an extremely hazardous area due to the velocity of flood waters which carry debris potential projectiles and has erosion potential the following provisions shall apply

- a) Prohibit encroachments including fill new construction substantial improvements and other developments unless certification (with supporting technical data) by a registered professional engineer is provided demonstrating that encroachments shall not result in any increase in flood levels during occurrence of the base flood discharge

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- b) If Article 5 Section B (8) (a) above is satisfied all new construction and substantial improvements shall comply with all applicable flood damage prevention standards of Article 5
- c) Prohibit the placement of manufactured homes (mobile homes), except in an existing manufactured homes (mobile homes) park or subdivision. A replacement manufactured home may be placed on a lot in an existing manufactured home park or subdivision provided the anchoring standards of Article 5 Section A (2) and the standards of Article 5 Section B (1) through (3) and the encroachment standards of this Article 5 Section B (8) (a), are met

SECTION C STANDARDS FOR STREAMS WITHOUT BASE FLOOD ELEVATIONS AND FLOODWAYS

When base flood elevation data and floodway data are not available in accordance with Article 3 Section A in Special Flood Hazard Areas and Community Flood Hazard Areas without base flood elevation data new construction and substantial improvements shall be elevated or floodproofed to elevations established by the community. The following provisions in addition to the standards of Article 5 Section A and the enclosure standards of Article 5 Section B (4) shall apply:

- (1) Require that all new subdivision proposals and other proposed developments (including proposals for manufactured home parks and subdivisions) greater than 5 lots or five acres whichever is lesser include within such proposals base flood elevation data
- (2) The Floodplain Administrator shall obtain review and reasonably utilize any base flood elevation and floodway data available from a federal state or other source in order to administer the provisions of Article 5. When such data are available standards of Article 5 Section B shall apply. If data is not available from Article 5 Section C (1) or outside sources then the following provisions shall apply
- (3) No encroachments including fill material or other development shall be located within a distance of the stream bank equal to five times the width of the stream at the top of the bank or twenty feet each side from the top of the bank whichever is greater unless certification by a registered professional engineer is provided demonstrating that such encroachment shall not result in any increase in flood levels during the occurrence of the base flood discharge. The enclosure standards of Article 5 Section B (4) shall apply
- (4) The Floodplain Administrator shall require that a single lot applicant develop the base flood elevation for the development site utilizing accepted engineering practices and procedures. Upon review of the submitted data the Administrator may accept or reject the proposed base flood elevation. When such data is accepted standards of Article 5 Section B shall apply
- (5) Fill within the area of special flood hazard shall result in no net loss of natural floodplain storage. The volume of loss of floodwater storage due to filling in the special flood hazard area shall be offset by providing an equal volume of flood storage by excavation or other compensatory measures at or adjacent to the development site
- (6) Notify in riverine situations adjacent communities and the State Coordinating Office prior to any alteration or relocation of a watercourse and submit copies of such notifications to FEMA. Assure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained
- (7) Require that all manufactured homes be placed or installed using methods and practices which minimize flood damage. Manufactured homes must be elevated and anchored to resist flotation collapse or lateral movement. Dry stacked blocks (stacked without the use of mortar or cement to bond them together) are not allowed within the Special Flood Hazard Area

SECTION D STANDARDS FOR SHALLOW FLOODING ZONES

Located within the areas of special flood hazard established in Article 3 Section B are areas designated as shallow flooding areas. These areas have flood hazards associated with base flood depths of one to three feet where a clearly defined channel does not exist and the water path of flooding is unpredictable and indeterminate therefore the following provisions in addition to the standards of Article 5 Sections A and B apply:

- (1) All new construction and substantial improvements of residential structures shall have the lowest floor including basement elevated to or above the highest adjacent grade at least as high as the depth number (plus community freeboard) specified in feet on the Flood Insurance Rate Map. If no depth number is

specified, the lowest floor including basement, shall be elevated to no less than three feet six inches above the highest adjacent grade

- (2) All new construction and substantial improvements of non-residential structures shall
 - a) Have the lowest floor, including basement, elevated to or above the highest adjacent grade at least as high as the depth number in feet (plus community freeboard) on the Flood Insurance Rate Map. If no depth number is specified, the lowest floor including basement shall be elevated to no less than three feet six inches above the highest adjacent grade.
 - b) Together with attendant utility and sanitary facilities be completely floodproofed to or above the highest adjacent grade at least as high as the depth number in feet (plus community freeboard) specified on the FIRM plus a minimum of 1.5 feet so that any space below that level is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. Certification is required as stated in Article 5, Section B (2).
- (3) Adequate drainage paths shall be established around structures on slopes to guide floodwaters around and away from proposed structures.

SECTION E STANDARDS FOR SUBDIVISION PROPOSALS AND OTHER PROPOSED DEVELOPMENT

- (1) All subdivision proposals shall be consistent with the need to minimize flood damage.
- (2) All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage.
- (3) All subdivision proposals shall have adequate drainage provided to reduce exposure to flood hazards and,
- (4) Base flood elevation data shall be provided for all new subdivision proposals and other proposed development (including manufactured home parks and subdivisions) which is greater than five lots or five acres, whichever is the lesser.
- (5) All subdivision and other development proposals which involve disturbing more than 1000 square feet of land shall include a stormwater management plan which is designed to limit peak runoff from the site to predevelopment levels for the one, ten, and 100-year rainfall event. These plans shall be designed to limit adverse impacts to downstream channels and floodplains. Single residential lots involving less than one acre of land disturbance are not subject to this regulation.
- (6) All preliminary plans for platted subdivisions shall identify the flood hazard area and the elevation of the base flood.
- (7) All final subdivision plats will provide the boundary of the special flood hazard area, the floodway boundary, and the base flood elevations.
- (8) In platted subdivisions, all proposed lots or parcels that will be future building sites shall have a minimum buildable area outside the natural (non-filled) 1% chance annual floodplain. The buildable area shall be large enough to accommodate any primary structure and associated structures such as sheds, barns, swimming pools, detached garages, on-site sewage disposal systems, and water supply wells where applicable.
- (9) Approval shall not be given for streets within a subdivision which would be subject to flooding in the base flood. All street surfaces must be located at or above the base flood elevation.
- (10) Where only a small portion of the subdivision lot or lots is in an A Zone Special Flood Hazard Area inundated by one percent chance flood with no base flood elevations determined and there is sufficient ground slope on the site to avoid possible flooding of structures in Zone A areas determined to be outside 0.2 chance flood floodplain, The Floodplain Administrator may waive the requirement for a study to determine the base flood elevations.
- (11) In order for the Floodplain Administrator to consider waiving the requirement of Section F (4) the applicant must provide an accurate topographic data and map for the lot or lots in question (certified by a licensed land surveyor and/or professional civil engineer) indicating that each lot in a new subdivision is on natural high ground out of the regulatory floodplain.
- (12) Each proposed parcel must have a designated buildable pad or site above the one percent chance floodplain. The distance of the buildable pad or site above the one percent chance floodplain shall depend on the slope of the ground and in accordance with the following table:

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Distance in feet from Zone A [one percent chance floodplain]	Minimum Slope from Zone A – one percent flood plain to ground level at pad
20	5%
30	3 33%
40	2 50%
50	2 0%
60	1 67%
70	1 43%
80	1 25%
90	1 11%
100	1 0%

Residential and non-residential structures lowest floor elevation also must be elevated 1 5 feet above the ground level on the buildable pad or site

- (13) The subdivider/applicant must comply with the following
- a) File restrictive covenants on the lot or lots prohibiting construction within the designated special flood hazard area and requirement for lowest floor elevation
 - b) Place a statement on the face of the final plat prohibiting construction in the designated area of special flood hazard *

SECTION F CRITICAL FACILITIES

Construction of new and substantially improved critical facilities shall be located outside the limits of the special flood hazard area (one percent chance floodplain) Construction of new critical facilities shall be permissible within the SFHA only if no feasible alternative site is available and access to the facilities remains available during a 0 2 percent chance flood Critical facilities constructed within the SFHA shall have the lowest floor elevated three feet six inches above the base flood elevation at the site (or to the 0 2 percent chance flood elevation whichever is greater) Floodproofing and sealing measures must be implemented to ensure that toxic substances will not be displaced by or released into floodwaters Multiple access routes elevated to or above the 0 2 percent flood elevation shall be provided to all critical facilities to the maximum extent possible Critical facilities must not only be protected to or above the 0 2 percent chance flood but must remain operable during such an event The community's flood response plan must list facilities considered critical in a flood since loss of access can cause a critical situation Other facilities in low risk flood zones that may also be needed to support flood response efforts must be included on the critical facility list The use of any structure shall not be changed to a critical facility where such a change in use will render the new critical facility out of conformance with this section The list of the operators of the critical facilities affected by flooding must be updated at least annually as part of the community critical facility planning procedures

ARTICLE 6 VARIANCE PROCEDURES

SECTION A DESIGNATION OF VARIANCE AND APPEALS BOARD

The Board of Supervisors of Clay County Mississippi shall hear and decide appeals and requests for variances from requirements of this ordinance

SECTION B DUTIES OF VARIANCE AND APPEALS BOARD

The board shall hear and decide appeals when it is alleged an error in any requirement decision or determination is made by the Floodplain Administrator in the enforcement or administration of this ordinance Any person aggrieved by the decision of the board may appeal such decision to the Clay County Justice Court as provided in SS 11-51-75 of the Mississippi Code of 1972

SECTION C VARIANCE PROCEDURES

In passing upon such applications the Clay County Board of Supervisors shall consider all technical evaluations relevant factors and standards specified in other sections of this ordinance and

- (1) The evaluation must be based on the characteristics unique to that property and not be shared by adjacent parcels. The characteristics must pertain to the land itself not to the structure its inhabitants or its owners.
- (2) Variances should never be granted for multiple lots, phases of subdivisions, or entire subdivisions.
- (3) The danger that materials may be swept onto other lands to the injury of others.
- (4) The danger of life and property due to flooding or erosion damage.
- (5) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner and the community.
- (6) The importance of the services provided by the proposed facility to the community.
- (7) The necessity of the facility to be at a waterfront location where applicable.
- (8) The availability of alternative locations for the proposed use which are not subject to flooding or erosion damage.
- (9) The compatibility of the proposed use with existing and anticipated development.
- (10) The relationship of the proposed use to the comprehensive plan and floodplain management program for that area.
- (11) The safety of access to the property in times of flood for ordinary and emergency vehicles.
- (12) The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site, and
- (13) The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and streets and bridges and culverts.
- (14) Upon consideration of factors listed above and the purpose of this ordinance, the Clay County Board of Supervisors may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance.
- (15) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

SECTION D CONDITIONS FOR VARIANCES

- (1) Variances shall only be issued when there is
 - a) A showing of good and sufficient cause.
 - b) A determination that failure to grant the variance would result in exceptional hardship, and
 - c) A determination that the granting of a variance will not result in increased flood heights, additional threats to public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
- (2) The provisions of this ordinance are minimum standards for flood loss reduction; therefore any deviation from the standards must be weighed carefully. Variances shall only be issued upon a determination that the variance is the minimum necessary deviation from the requirements of this ordinance, considering the flood

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hazard to afford relief In the instance of a Historic Structure, a determination that the variance is the minimum necessary so as not to destroy the historic character and design of the building (See Article 6 Section F)

- (3) Any applicant to whom a variance is granted shall be given written notice specifying the difference between the base flood elevation and the elevation to which the lowest floor is to be built and stating that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation
- (4) The Floodplain Administrator shall maintain the records of all appeal actions and report any variances to the Federal Emergency Management Agency and Mississippi Emergency Management Agency upon request (See Article 6 Section E)
- (5) Upon consideration of the factors listed above and the purposes of this ordinance the Clay County Board of Supervisors may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance
- (6) Variances shall not be issued after the fact

SECTION E VARIANCE NOTIFICATION

Any applicant to whom a variance is granted shall be given written notice over the signature of a community official that

- (1) The issuance of a variance to construct a structure below the base flood elevation will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage and
- (2) Such construction below the base flood level increases risks to life and property A copy of the notice shall be recorded by the Floodplain Administrator in the Office of the Clay County Mississippi Recorder and shall be recorded in a manner so that it appears in the chain of title of the affected parcel of land

The Floodplain Administrator will maintain a record of all variance actions including justification for their issuance and report such variances issued in the community's biennial report submission to the Federal Emergency Management Agency

SECTION F HISTORIC STRUCTURES

Variances may be issued for the repair or rehabilitation of historic structures only upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum to preserve the historic character and design of the structure

SECTION G SPECIAL CONDITIONS

Upon consideration of the factors listed in Article 6 and the purposes of this ordinance the Clay County Board of Supervisors may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance

SECTION H FLOODWAY

Variances shall not be issued within any designated regulatory floodway if any increase in flood levels during the base flood discharge would result

ARTICLE 7
SEVERABILITY

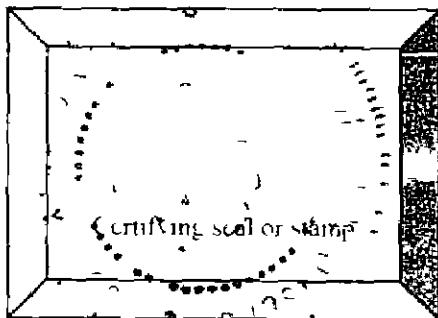
If any section, clause, sentence, or phrase of the Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this Ordinance. This ordinance having first been reduced to writing was adopted at a public meeting of the Clay County Board of Supervisors on February 24, 2011, wherein the "Yea" vote was as follows:

This ordinance having first been reduced to writing was adopted at a public meeting of the Clay County Board of Supervisors on February 24, 2011, wherein the "Yea" vote was as follows:

{Title/Name} President Roy B. Davis Supervisor District 3 R. B. Davis
{Title/Name} Lynn Horton Supervisor District 1 Lynn Horton
{Title/Name} Luke Lummus Supervisor District 2 Luke Lummus
{Title/Name} Shelton Deanes Supervisor District 4 Shelton Deanes
{Title/Name} Floyd McKee Supervisor District 5 Floyd McKee

SIGNED R. B. Davis
President, Clay County Board of Supervisors

ATTESTED BY Harmon Robinson
Clerk of the Board



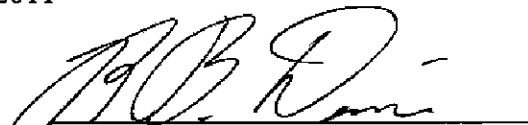
NO _____

IN THE MATTER OF AUTHORIZING DISTRICT FOUR TO ENGAGE THE BEAVER
CONTROL OFFICER TO TRAP BEAVERS ON BELL CREEK


There came on this day for consideration the matter of authorizing District Four to engage
the Beaver Control Officer to trap beavers on Bell Creek

After motion by Mr Deanes and second by Mr Lummus this Board doth vote
unanimously to authorize District Four to engage the Beaver Control Officer to trap beavers on
the Bell Creek

So ordered this the 24th day of February, 2011


President

This Board doth adjourn until 9 A M on March 7th, 2011


President

INSTRUMENT NO _____

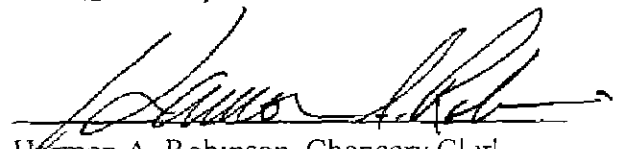
BOOK _____

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This the ____ day of _____, 20____



Harmon A. Robinson Chancery Clerk

BY _____ D.C.

INSTRUMENT NO _____

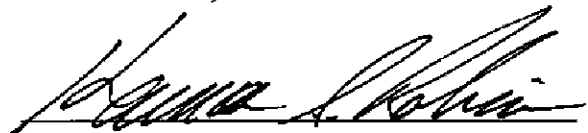
BOOK _____

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INTENTIONALLY

This the ____ day of _____, 20____



Harmon A Robinson Chancery Clerk

BY _____ D.C.

3/24/2011 CLAY COUNTY

PAGE

1

13 51 02 CLAIMS SUMMARY FOR 3/2011
FOR THE PERIOD ENDED MARCH 07, 2011

APCSCPR

CLAIM #	VENDOR NAME	AMOUNT
3312	ADMINISTRATIVE OFFICE OF COURT	16612 41
3313	AIRGAS SOUTH	30 60
3314	AIRGAS SOUTH	113 20
3315	AMERICAN RED CROSS	1500 00
3325	ATMOS ENERGY	811 93
3327	ATMOS ENERGY	21 35
3328	ATMOS ENERGY	543 09
3329	ATMOS ENERGY	279 28
3330	ATMOS ENERGY	1561 36
3352	BELLSOUTH	350 00
3353	BP PRODUCTS NORTH AMERICA, INC	29 66
3354	GEORGE T BUCK, III	570 00
3355	GEORGE T BUCK, III	350 00
3356	BUTLER SNOW ATTORNEYS	75 00
3357	BUSINESS MACHINE PLUS, INC	335 00
3358	C & S AUTO ELECTRIC	120 00
3364	CHARLES STACK	4162 30
3365	CASH & CARRY CLEANERS	11 00
3366	CASH & CARRY CLEANERS	3 00
3367	CASH & CARRY CLEANERS	3 00
3368	CASH & CARRY CLEANERS	11 00
3369	CASH & CARRY CLEANERS	3 00
3370	CASH & CARRY CLEANERS	11 00
3371	CASH & CARRY CLEANERS	3 00
3376	CELLULAR SOUTH	32 10
3377	CELLULAR SOUTH	682 45
3378	CELLULAR SOUTH	87 78
3379	CELLULAR SOUTH	11 63
3381	CITY OF WEST POINT	4728 06
3382	CITY OF WEST POINT	793 65
3383	CITY OF WEST POINT	220 94
3392	CLAY COUNTY SCHOOL DISTRICT	5784 92
3393	CLAY COUNTY SCHOOL DISTRICT	49 60
3404	DATA SYSTEMS MANAGEMENT, INC	1567 50
3408	SHELTON DEANES	120 00
3409	DEMENT PRINTING CO	585 47
3410	DEMENT PRINTING CO	709 35
3411	DEMENT PRINTING CO	731 36
3412	DISTRICT ATTORNEY'S OFFICE	337 50
3413	DIXIE NET	59 95
3414	DIXIE NET	5 00
3422	MS STATE MEDICAL EXAMINER	300 00
3423	MS STATE MEDICAL EXAMINER	1000 00
3424	MS STATE MEDICAL EXAMINER	150 00
3425	DRUG FREE WORKPLACES, INC	406 00
3427	EDDIE SCOTT	45 00
3437	FAIR OIL COMPANY INC	157 71
3438	FAIR OIL COMPANY INC	56 11
3439	FAIR OIL COMPANY INC	242 66
3440	FAIR OIL COMPANY INC	48 12
3441	FAIR OIL COMPANY INC	47 28
3442	FAIR OIL COMPANY INC	38 78
3443	FAIR OIL COMPANY INC	174 87
3450	FORENSIC MEDICAL MNGT SERVICES	1902 64
3455	FOUR-COUNTY ELEC POWER ASSN	72 52
3456	FOUR-COUNTY ELEC POWER ASSN	21 85
3457	FOUR-COUNTY ELEC POWER ASSN	35 44
3458	FOUR-COUNTY ELEC POWER ASSN	53 82
3459	FOUR-COUNTY ELEC POWER ASSN	460 04
3460	FOUR-COUNTY ELEC POWER ASSN	317 77

3461	FOUR-COUNTY ELEC POWER ASSN	29	66
3462	FOUR-COUNTY ELEC POWER ASSN	37	16
3464	FOUR-COUNTY ELEC POWER ASSN	43	40
3465	FOUR-COUNTY ELEC POWER ASSN	54	09
3466	FOUR-COUNTY ELEC POWER ASSN	52	00
3467	FOUR-COUNTY ELEC POWER ASSN	43	24
3478	GEORGE'S TIRE SERVICE	536	00
3490	GOOD SOURCE	1061	76
3491	GRETA BRYAN	102	00
3509	GUEST BODY SHOP, LLC	15	00
3517	HANCOCK BANK	105	54
3518	HANCOCK BANK	135	07
3519	HANCOCK BANK	172	75
3520	HANCOCK BANK	94	73
3521	HANCOCK BANK	2226	65
3535	IHS PHARMACY	209	73
3536	IKON OFFICE SOLUTIONS	272	72
3537	IKON OFFICE SOLUTIONS	50	64
3538	INTERNAL MEDICINE LLC	57	83
3539	ITC DELTACOM, INC	907	53
3540	JESSIE M IVY	17	50
3547	JIM'S AUTO PARTS, WEST POINT	13	81
3548	JIM'S AUTO PARTS, WEST POINT	483	75
3549	JIM'S AUTO PARTS, WEST POINT	11	56
3557	JIM'S AUTO PARTS, WEST POINT	198	84
3558	KELLOGG HARDWARE & APPLIANCE	19	96
3559	BACKFLOW DOCTOR	212	20
3561	KNOX GROCERY LLC	85	00
3562	KNOX GROCERY LLC	85	00
3563	KNOX GROCERY LLC	21	25
3564	KNOX GROCERY LLC	85	00
3565	KNOX GROCERY LLC	21	38
3566	KNOX GROCERY LLC	21	38
3567	KNOX GROCERY LLC	21	38
3568	KNOX GROCERY LLC	21	38
3569	KROGER	22	00
3570	KROGER	24	40
3571	LADDIE HUFFMAN	1103	02
3572	LADDIE HUFFMAN	322	84
3573	LAWRENCE PRINTING COMPANY, INC	264	48
3574	LINDA HALL	48	00
3576	LOWE'S HOME CENTER, INC	119	98
3577	LOWE'S HOME CENTER, INC	72	44
3578	LUKE ROBINSON	125	00
3579	MAGNOLIA BUSINESS SYSTEMS, INC	208	00
3585	MEDSCREENS, INC	250	00
3586	MEDIR GOVERNMENT SOLUTIONS LLC	250	00
3587	MELISSA GRIMES	108	00
3588	MERCHANT CO	483	91
3589	MICHAEL HUNT	141	00
3593	MISS SHERIFF'S ASSOCIATION	1000	00
3596	MISSOURI STATE HIGHWAY PATROL	41250	00
3597	MISSISSIPPI PUBLIC ENTITY	15614	75
3598	MISS ASSOC OF SUPERVISORS	550	00
3599	MY OFFICE PRODUCTS, INC	43	00
3600	MY OFFICE PRODUCTS, INC	319	00
3601	MY OFFICE PRODUCTS, INC	1032	00
3602	MY OFFICE PRODUCTS, INC	380	00
3603	MY OFFICE PRODUCTS, INC	39	00
3604	MY OFFICE PRODUCTS, INC	715	00
3605	MY OFFICE PRODUCTS, INC	79	92
3606	MY OFFICE PRODUCTS, INC	2	04-
3607	MY OFFICE PRODUCTS, INC	55	65-
3608	MY OFFICE PRODUCTS, INC	14	28-
3609	NEBRA PORTER	500	00
3610	NEBRA PORTER	150	00

3612	NEWELL PAPER COMPANY	56	60
3613	NEWELL PAPER COMPANY	283	00
3614	NEWELL PAPER COMPANY	113	20
3615	NORTH MS MEDICAL CLINIC	249	00
3616	OKTIBBEHA COUNTY HOSPITAL	6334	00
3618	OLD COUNTRY STORE	30	95
3619	OLD COUNTRY STORE	30	00
3621	PATRICIA BONNER NP	95	00
3622	PERSONNEL CONCEPTS	25	85
3623	HARRIETT P BRAGG	163	20
3628	PHILLIP'S HARDWARE	78	30
3630	PHILLIP'S HARDWARE	24	03
3632	PHILLIP'S HARDWARE	701	77
3633	PHILLIP'S HARDWARE	218	65
3634	PHILLIP'S HARDWARE	116	33
3637	PREMIUM SPRING WATER SERVICE	51	00
3638	H D POSEY, D D S	157	53
3639	H D POSEY, D D S	379	37
3640	H D POSEY, D D S	157	53
3641	PRECISION COMMUNICATIONS, INC	65	00
3642	PREMIER RADIOLOGY	84	22
3643	PREMISE, INC	1088	00
3644	PRINTING & PROMOTIONAL ITEMS	529	11
3645	PURITY CHEMICALS INC	229	00
3646	QUILL CORPORATION	206	35
3647	QUILL CORPORATION	35	88
3648	QUILL CORPORATION	164	49
3649	QUILL CORPORATION	64	30-
3650	R J YOUNG COMPANY	643	82
3651	R J YOUNG COMPANY	104	00
3652	REFRIGERATION SUPPLY COMPANY	1757	91
3653	RICOH	222	81
3654	HARMON A ROBINSON- FEE ACCT	150	00
3657	SAUL VYDAS	95	00
3658	SECURITY SOLUTIONS, LLC	240	00
3659	SHELL FLEET PLUS	539	87
3660	SHERWIN-WILLIAMS OF WEST POINT	31	56
3661	SHERWIN-WILLIAMS OF WEST POINT	1290	00
3662	SHERWIN-WILLIAMS OF WEST POINT	120	00
3663	SHERWIN-WILLIAMS OF WEST POINT	30	00
3664	SHERWIN-WILLIAMS OF WEST POINT	389	35
3665	SHERWIN-WILLIAMS OF WEST POINT	27	29
3666	SHOTZ PLUMBING	75	00
3667	SILAM WATER DISTRICT	20	00
3668	SILAM WATER DISTRICT	307	00
3669	SILAM WATER DISTRICT	20	00
3675	S E CHICKASAW WATER ASSOC	26	00
3677	BELLSOUTH TELECOMMUNICATIONS	1205	47
3683	MISSISSIPPI VITAL RECORDS	70	00
3685	STATE TREASURER FND #3601, #601	224	00
3686	STARKVILLE FORD MERCURY, INC	19	20
3688	STARKVILLE ORTHOPEDIC CLINIC	285	94
3709	HOLIDAY INN EXPRESS WEST POINT	150	00
3713	THOMAS MURRAY TUBB, ATTY	225	00
3714	UNITED PRODUCE	168	00
3715	UNIVERSITY PHYSICIANS	1150	00
3716	U S NETWORK	199	95
3718	VICTIM WITNESS PROGRAM	4	45
3719	AUTO-CHLOR SYSTEMS	151	00
3720	BRAD PETIT	46	45
3722	CELLULAR SOUTH	44	23
3724	CHEATHAM EYE CARE	272	56
3725	COLLINS CONSTRUCTION	600	00
3726	DAILY TIMES LEADER	292	82
3727	EDDIE SCOTT	46	45
3729	IKON OFFICE SOLUTIONS	66	43

3730	INMAN'S AUTO REPAIR	107	50
3731	KROGER	8	80
3732	MERCHANT CO	74	64
3736	NEWELL PAPER COMPANY	141	50
3737	QUILL CORPORATION	329	37
3738	RAS, INC	570	00
3739	ORKIN- TUPELO, MS	42	40
3740	ORKIN- TUPELO, MS	45	68
3741	ORKIN- TUPELO, MS	78	24
3742	SECURITY SOLUTIONS, LLC	80	00
3743	SHELL FLEET PLUS	460	85
3747	STARKVILLE ORTHOPEDIC CLINIC	55	58
3753	UNITED PRODUCE	175	00
3754	UNIVERSITY SCREEN PRINT	360	00
3756	WHITE OIL CO , INC & TIRE CTR	1721	87
3757	CITY WATER & LIGHT DEPT	611	14
3758	CITY WATER & LIGHT DEPT	2018	58
3759	CITY WATER & LIGHT DEPT	112	48
3760	CITY WATER & LIGHT DEPT	87	68
3762	CITY WATER & LIGHT DEPT	854	12
3763	CITY WATER & LIGHT DEPT	30	00
3764	CITY WATER & LIGHT DEPT	803	19
3765	CITY WATER & LIGHT DEPT	1047	18
3766	CITY WATER & LIGHT DEPT	522	09
3767	CITY WATER & LIGHT DEPT	317	71
3768	CITY WATER & LIGHT DEPT	479	33
3769	CITY WATER & LIGHT DEPT	14574	52
3770	STARKVILLE ORTHOPEDIC CLINIC	22	77
3771	WALMART COMMUNITY BRC	5	00
3772	WALMART COMMUNITY BRC	17	91
3774	WALMART COMMUNITY BRC	34	92
3775	WALMART COMMUNITY BRC	31	04
3776	WALMART COMMUNITY BRC	12	61
3777	WALMART COMMUNITY BRC	8	44
3780	WALMART COMMUNITY BRC	3	00
3781	WENDY R FULLER	94	40
3783	WEST POINT SCHOOLS	16701	19
3784	WEST POINT SCHOOLS	2132	94
3785	WEST POINT SCHOOLS	325	01
3791	WHITE OIL CO , INC & TIRE CTR	1776	96
3793	WHITE OIL CO , INC & TIRE CTR	1692	74
3794	WHITE OIL CO , INC & TIRE CTR	1115	32
3796	XEROX CORPORATION	10	00
3799	MY OFFICE PRODUCTS, INC	25	75
3801	FRANK WILLIAMSON	46	45
3802	BOBBY GRIMES	46	45
3803	ONE BEACON INSURANCE	64	20
3805	COMMUNITY COUNSELLING	95	00
3806	COMMUNITY COUNSELLING	95	00
3807	THOMAS MURRAY TUBB, ATTY	350	00
3808	THOMAS MURRAY TUBB, ATTY	350	00
3809	KAY COGGINS, CFNP	95	00
3810	KAY COGGINS, CFNP	95	00
3811	HARMON A ROBINSON- FEE ACCT	96	00
3812	GEORGE T BUCK, III	350	00
3813	FLEMING BOOKBINDING COMPANY	55	01
3816	ATMOS ENERGY	358	00
3817	ATMOS ENERGY	185	96
3818	ATMOS ENERGY	119	09
3819	ATMOS ENERGY	158	10
3820	PHILLIP'S HARDWARE	400	88
3821	PHILLIP'S HARDWARE	1695	23
3822	PHILLIP'S HARDWARE	973	50
3823	CDW GOVERNMENT INC	666	44
3824	CDW GOVERNMENT INC	8548	15
3825	CDW GOVERNMENT INC	990	46-

3826	CDW GOVERNMENT INC	66	82-
3827	CDW GOVERNMENT INC	768	04-
3828	CLAY CO DEPT /SOCIAL SERVICES	250	00
3829	CMRS-TMS	2000	00
3830	DISTRICT ATTORNEY'S OFFICE	175	00
3831	GOLDEN TRIANGLE AREA	1291	67
3832	INSURANCE ACCOUNT	1064	50
3833	HEALTH DEPT OF CLAY COUNTY	3791	67
3834	LENORA L PRATHER	350	00
3835	COMMUNITY COUNSELLING SERVICE	2000	00
3836	NATIONAL GUARD OF MISSISSIPPI	200	00
3837	RETARDED CHILDREN'S ASC	1416	67
3838	UNITED POSTAL SERVICE	580	00
3839	VICTIM WITNESS PROGRAM	971	72
*** FUND TOTALS *** 001 GENERAL COUNTY			
221962 15			

3595	MISSOURI STATE HIGHWAY PATROL	14750	00
*** FUND TOTALS *** 012 FORFEITURE FUND (SHERIFF)			
14750 00			

3655	SANDERS & ASSOCIATES	1500	00
3656	SANDERS & ASSOCIATES	6200	00
*** FUND TOTALS *** 013 UTILIZATION			
7700 00			

3840	WEST POINT/CLAY CO GROWTH ALLI	8333	33
*** FUND TOTALS *** 018 TVA - SPECIAL			
8333 33			

3372	CDW GOVERNMENT INC	95	31
*** FUND TOTALS *** 020 HOUSE BILL #1330 MONIES			
95 31			

3721	MAE BREWER	400	00
3723	CHARM-TEX	520	30
3755	WALMART COMMUNITY BRC	51	74
*** FUND TOTALS *** 040 SHERIFF'S INMATE CANTEEN			
972 04			

3751	TOMBIGBEE REGIONAL LIBRARY	32790	03
*** FUND TOTALS *** 095 SPECIAL LIBRARY LEVY			
32790 03			

3351	BELLSOUTH	2700	00
3401	CUSTOM PRODUCTS CORPORATION	89	34
3402	CUSTOM PRODUCTS CORPORATION	74	82
3403	CUSTOM PRODUCTS CORPORATION	194	31
3448	FIRST CONTINENTAL LEASING	4232	69
3611	NEWELL PAPER COMPANY	28	30
3678	BELLSOUTH TELECOMMUNICATIONS	498	84
3684	STATE TREASURER FND #3601,#601	224	00
3752	TXI - HOST FOR NENA TTY-PASS	250	00
3778	WALMART COMMUNITY BRC	48	53
3779	WALMART COMMUNITY BRC	1	96
*** FUND TOTALS *** 097 E911 FUND			
8342 79			

3479	GLOBAL COMPUTER SUPPLIES	100	34
3782	WEST GROUP PAYMENT CENTER	378	71
*** FUND TOTALS *** 104 LAW LIBRARY			
479 05			

3415	DIXIE NET	19	95
3744	S & K DOOR & SPECIALTY INC	210	00
*** FUND TOTALS *** 114 VOLUNTEER FIRE DEPARTMENT			

229 95

3591 MS DEVELOPMENT AUTHORITY 1479 25
 *** FUND TOTALS *** 116 INSURANCE REBATE MONIES
 1479 25

3319 ARAMARK UNIFORM SERVICES INC	63 19
3320 ARAMARK UNIFORM SERVICES INC	36 24
3321 ARAMARK UNIFORM SERVICES INC	36 24
3322 ARAMARK UNIFORM SERVICES INC	36 24
3323 ARAMARK UNIFORM SERVICES INC	36 24
3324 ARAMARK UNIFORM SERVICES INC	36 24
3344 BACCO MATERIALS, INC	107 47
3380 CELLULAR SOUTH	65 63
3387 CLAY COUNTY CO-OP	5 00
3388 CLAY COUNTY CO-OP	22 35
3389 CLAY COUNTY CO-OP	19 80
3407 DC TIRE AND TRUCK	375 00
3421 PRESTON DOBBS TRUCK SER &	1352 00
3468 FOUR-COUNTY ELEC POWER ASSN	55 96
3470 FOUR-COUNTY ELEC POWER ASSN	64 59
3495 CARQUEST AUTO PARTS, INC	1 99
3496 CARQUEST AUTO PARTS, INC	6 63
3497 CARQUEST AUTO PARTS, INC	425 48
3498 CARQUEST AUTO PARTS, INC	22 96
3499 CARQUEST AUTO PARTS, INC	7 08
3500 CARQUEST AUTO PARTS, INC	21 08
3501 CARQUEST AUTO PARTS, INC	2 60
3530 HOLCIM	346 99
3542 JIM'S AUTO PARTS, WEST POINT	11 98
3543 JIM'S AUTO PARTS, WEST POINT	196 76
3575 LONE OAK TIRE	25 00
3580 MARTIN TRUCK & TRACTOR	51 39
3581 MARTIN TRUCK & TRACTOR	64 86
3636 PHILLIP'S HARDWARE	23 92
3673 SANDERS OIL COMPANY, INC SOCO	361 60
3676 BELLSOUTH TELECOMMUNICATIONS	16 72
3690 SUNFLOWER STORE	3 70
3691 SUNFLOWER STORE	3 70
3692 SUNFLOWER STORE	3 70
3693 SUNFLOWER STORE	3 70
3694 SUNFLOWER STORE	7 40
3695 SUNFLOWER STORE	3 70
3696 SUNFLOWER STORE	3 70
3697 SUNFLOWER STORE	4 63
3698 SUNFLOWER STORE	14 80
3699 SUNFLOWER STORE	3 70
3700 SUNFLOWER STORE	3 70
3701 SUNFLOWER STORE	3 70
3702 SUNFLOWER STORE	3 70
3703 SUNFLOWER STORE	3 70
3704 SUNFLOWER STORE	3 70
3705 SUNFLOWER STORE	3 70
3706 SUNFLOWER STORE	3 70
3707 SUNFLOWER STORE	3 70
3708 SUNFLOWER STORE	3 70
3800 CITY WATER & LIGHT DEPT	37 56
3815 BACCO MATERIALS, INC	81 84

*** FUND TOTALS *** 151 DISTRICT 1 ROAD
 4104 66

3386 CLAY COUNTY CO-OP	69 95
3477 GEORGE'S TIRE SERVICE	78 00
3523 HEATH DONAHOO	1155 00
3526 HENRY BACKHOE & DIRT SERVICE	310 00

APCSCPRT077546

3552 JIM'S AUTO PARTS, WEST POINT	12 98
3553 JIM'S AUTO PARTS, WEST POINT	41 86
3554 JIM'S AUTO PARTS, WEST POINT	49 44
3555 JIM'S AUTO PARTS, WEST POINT	98 45
3635 PHILLIP'S HARDWARE	33 92
3682 BELLSOUTH TELECOMMUNICATIONS	22 36
3804 GOLDEN TRIANGLE WATER	25 00
*** FUND TOTALS *** 152 DISTRICT 2 ROAD	
1896 96	

3375 CELLULAR SOUTH	32 10
3384 CLAY COUNTY CO-OP	12 50
3406 DC TIRE AND TRUCK	50 00
3434 FAIR OIL COMPANY INC	243 51
3493 CARQUEST AUTO PARTS, INC	52 40
3494 CARQUEST AUTO PARTS, INC	37 00
3524 HEATH DONAHOO	185 00
3534 HUNT REFINING COMPANY	8489 99
3590 MIKE'S QWIK STOP	30 01
3620 ORMAN'S WELDING & FAB ,INC	9 00
3624 PHILLIP'S HARDWARE	59 27
3625 PHILLIP'S HARDWARE	125 43
3671 SILOAM WATER DISTRICT	20 00
3679 BELLSOUTH TELECOMMUNICATIONS	15 93
3710 TRI STATE TRUCK CENTER, INC	43 20
3795 WREN BODY WORKS	35 50
*** FUND TOTALS *** 153 DISTRICT 3 ROAD	
9440 84	

3316 ARAMARK UNIFORM SERVICES INC	23 69
3317 ARAMARK UNIFORM SERVICES INC	23 69
3318 ARAMARK UNIFORM SERVICES INC	23 69
3374 CELLULAR SOUTH	42 09
3394 COLD MIX, INC	705 00
3420 PRESTON DOBBS TRUCK SER &	2304 00
3435 FAIR OIL COMPANY INC	90 09
3453 FOUR-COUNTY ELEC POWER ASSN	142 57
3454 FOUR-COUNTY ELEC POWER ASSN	62 67
3472 FOUR-COUNTY ELEC POWER ASSN	64 59
3489 GOLDEN TRIANGLE TIRE SVC LLC	12 00
3514 HANCOCK BANK	1278 18
3550 JIM'S AUTO PARTS, WEST POINT	11 49
3551 JIM'S AUTO PARTS, WEST POINT	10 99
3560 KNOX GROCERY LLC	2 99
3670 SILOAM WATER DISTRICT	20 35
3680 BELLSOUTH TELECOMMUNICATIONS	16 43
3789 WHITE OIL CO , INC & TIRE CTR	5471 14
3790 WHITE OIL CO , INC & TIRE CTR	2199 97
3797 CINTAS	80 97
*** FUND TOTALS *** 154 DISTRICT 4 ROAD	
12586 59	

3333 BACCO MATERIALS, INC	479 90
3334 BACCO MATERIALS, INC	1693 03
3335 BACCO MATERIALS, INC	2656 81
3336 BACCO MATERIALS, INC	241 43
3337 BACCO MATERIALS, INC	2905 71
3345 BACCO MATERIALS, INC	203 28
3347 BACCO MATERIALS, INC	1208 42
3348 BACCO MATERIALS, INC	5311 21
3390 CLAY COUNTY CO-OP	119 40
3391 CLAY COUNTY CO-OP	469 65
3469 FOUR-COUNTY ELEC POWER ASSN	214 79
3471 FOUR-COUNTY ELEC POWER ASSN	64 58
3475 FULTON PIPE CO	518 58
3492 CARQUEST AUTO PARTS, INC	35 92

APCSCPRT077546

3504	CARQUEST AUTO PARTS, INC	74	37
3505	CARQUEST AUTO PARTS, INC	3	98
3506	CARQUEST AUTO PARTS, INC	142	11
3507	CARQUEST AUTO PARTS, INC	5	42
3508	CARQUEST AUTO PARTS, INC	23	58
3525	HENRY BACKHOE & DIRT SERVICE	450	00
3531	HOOVER'S INC	261	29
3532	HOOVER'S INC	245	94
3533	HOOVER'S INC	257	95
3617	OLD COUNTRY STORE	36	38
3689	SUN CREEK WATER ASSN	14	00
3717	VICTOR AVANT	40	00
*** FUND TOTALS *** 155 DISTRICT 5 ROAD			
17677 73			

3362	CALVERT-SPRADLING ENGINEERS	3600	00
3399	COLD MIX, INC	729	75
3431	ELAM TRUCKING	1359	20
3674	SANDERS OIL COMPANY, INC SOCO	8858	98
*** FUND TOTALS *** 161 DISTRICT 1 BRIDGE			
14547 93			

3311	AIRGAS SOUTH	85	09
3326	ATMOS ENERGY	475	18
3331	BACCO MATERIALS, INC	219	78
3332	BACCO MATERIALS, INC	448	07
3360	CALVERT-SPRADLING ENGINEERS	3600	00
3373	CELLULAR SOUTH	54	85
3385	CLAY COUNTY CO-OP	239	40
3395	COLD MIX, INC	687	00
3396	COLD MIX, INC	1905	75
3397	COLD MIX, INC	649	50
3398	COLD MIX, INC	639	45
3405	DC TIRE AND TRUCK	130	00
3417	PRESTON DOBBS TRUCK SER &	880	00
3418	PRESTON DOBBS TRUCK SER &	1584	00
3419	PRESTON DOBBS TRUCK SER &	660	00
3428	ELAM TRUCKING	638	68
3432	ELAM TRUCKING	897	76
3433	ELAM TRUCKING	1375	43
3452	FOUR-COUNTY ELEC POWER ASSN	237	40
3474	FOUR-COUNTY ELEC POWER ASSN	64	59
3476	GEORGE'S TIRE SERVICE	166	00
3480	G & O SUPPLY CO, INC	1139	77
3481	G & O SUPPLY CO, INC	449	40
3482	G & O SUPPLY CO, INC	1210	50
3483	G & O SUPPLY CO, INC	831	60
3485	G & O SUPPLY CO, INC	2085	80
3488	GOLDEN TRIANGLE TIRE SVC LLC	559	98
3511	H & O TRUCK & TRAILER REPAIR	225	24
3512	H & O TRUCK & TRAILER REPAIR	352	73
3515	HANCOCK BANK	370	89
3522	HANCOCK EQUIPMENT & OIL CO	156	00
3527	HOLCIM	558	39
3528	HOLCIM	1081	36
3556	JIM'S AUTO PARTS, WEST POINT	80	76
3582	MARTIN TRUCK & TRACTOR	2503	63
3583	ARTHUR MATHEWS	325	00
3584	ARTHUR MATHEWS	900	00
3592	MS INDUSTRIAL WASTE DISPOSAL	75	00
3594	MMC MATERIALS INC	255	00
3626	PHILLIP'S HARDWARE	27	68
3627	PHILLIP'S HARDWARE	4	56
3746	STARKVILLE FORD MERCURY, INC	1942	83
3761	CITY WATER & LIGHT DEPT	15	00
3787	WHITE OIL CO , INC & TIRE CTR	2774	32

3798 CINTAS 37 67
 3814 FULTON PIPE CO 12612 00
 *** FUND TOTALS *** 162 DISTRICT 2 BRIDGE
 46213 04

3338 BACCO MATERIALS, INC	242 54
3339 BACCO MATERIALS, INC	2002 64
3340 BACCO MATERIALS, INC	3506 22
3341 BACCO MATERIALS, INC	3758 86
3342 BACCO MATERIALS, INC	3497 91
3343 BACCO MATERIALS, INC	1996 06
3349 BANCORP SOUTH	436 06
3359 CALVERT-SPRADLING ENGINEERS	3600 00
3416 PRESTON DOBBS TRUCK SER &	396 00
3451 FOUR-COUNTY ELEC POWER ASSN	76 00
3473 FOUR-COUNTY ELEC POWER ASSN	64 59
3484 G & O SUPPLY CO, INC	1555 90
3513 H & O TRUCK & TRAILER REPAIR	130 90
3529 HOLCIM	6249 39
3712 TRUSTMARK NATIONAL BANK	768 62
3748 TIM THOMPSON	425 00
3749 TIM THOMPSON	350 00
3788 WHITE OIL CO , INC & TIRE CTR	5692 60

*** FUND TOTALS *** 163 DISTRICT 3 BRIDGE
 34749 29

3361 CALVERT-SPRADLING ENGINEERS	3600 00
3429 ELAM TRUCKING	2056 17
3430 ELAM TRUCKING	1404 14
3516 HANCOCK BANK	947 29
3786 WHITE OIL CO , INC & TIRE CTR	465 85

*** FUND TOTALS *** 164 DISTRICT 4 BRIDGE
 8473 45

3346 BACCO MATERIALS, INC	1207 59
3363 CALVERT-SPRADLING ENGINEERS	3600 00
3400 COLD MIX, INC	1142 25
3426 DURACO INDUSTRIES, INC-JACKSON	495 15
3436 FAIR OIL COMPANY INC	174 87
3541 JIM'S AUTO PARTS, WEST POINT	68 80
3681 BELLSOUTH TELECOMMUNICATIONS	15 93

*** FUND TOTALS *** 165 DISTRICT 5 BRIDGE
 6704 59

3449 FIRST SECURITY BANK	3069 50
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*** FUND TOTALS *** 225 DISTRICT 5 ROAD BOND & INTEREST-2000 ISSUE
 3069 50

3711 TRUSTMARK NATIONAL BANK	9000 00
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*** FUND TOTALS *** 240 DISTRICT 4 ROAD B & I 2008
 9000 00

3350 BANCORP SOUTH	352 70
3463 FOUR-COUNTY ELEC POWER ASSN	74 10
3486 GOLDEN TRIANGLE PL & DEV DIST	2667 20
3487 GTR SOLID WASTE MGMT AUTHORITY	3303 54
3502 CARQUEST AUTO PARTS, INC	8 82
3503 CARQUEST AUTO PARTS, INC	13 77
3510 H & O TRUCK & TRAILER REPAIR	383 17
3544 JIM'S AUTO PARTS, WEST POINT	114 32
3545 JIM'S AUTO PARTS, WEST POINT	98 78
3546 JIM'S AUTO PARTS, WEST POINT	40 42-
3629 PHILLIP'S HARDWARE	4 52
3631 PHILLIP'S HARDWARE	9 04
3672 SILOAM WATER DISTRICT	20 00
3687 STARKVILLE FORD MERCURY, INC	1809 58

APCSCPRT077546

3773 WALMART COMMUNITY BRC 10 88
3792 WHITE OIL CO , INC & TIRE CTR 1436 30
*** FUND TOTALS *** 400 SANITATION
10266 30

3728 GOLDEN TRIANGLE CRIME STOPPERS 197 50
3733 MS DEPT OF PUBLIC SAFETY 755 00
3734 MS DEPT OF PUBLIC SAFETY 110 00
3735 MS CRIME LABORATORY 60 00
3745 STATE TREASURER 23769 00
*** FUND TOTALS *** 650 JUDICIAL ASSESSMENT CLEARING FUND
24891 50

3446 EAST MS COMMUNITY COLLEGE 43945 49
*** FUND TOTALS *** 690 EMJC MAINTENANCE
43945 49

3447 EAST MS COMMUNITY COLLEGE 38432 06
*** FUND TOTALS *** 691 10 YEAR PLEDGE
38432 06

3444 EAST MISS COMMUNITY COLLEGE 46530 73
*** FUND TOTALS *** 697 VO-TECH MAINTENANCE
46530 73

3445 EAST MISS COMMUNITY COLLEGE 38775 87
*** FUND TOTALS *** 698 VO-TECH CAPITAL
38775 87

3750 TOMBIGBEE RIVER WTR MGMT DIST 51585 93
*** FUND TOTALS *** 699 TOMBIGBEE RIVER VALLEY WATER MGMT DIST
51585 93

*** DOCKET TOTALS ***
720026 36

I CERTIFY THAT THE BOARD HAS EXAMINED EACH CLAIM ON THE MARCH, 2011
DOCKET AND THE BILLS THEY REPRESENT AND FINDS EACH OF THE ABOVE DUE AND
PAYABLE AND DIRECT THE CLERK TO ISSUE WARRANTS ON THE RESPECTIVE FUNDS
THIS THE 07TH DAY OF MARCH 2011



PRESIDENT

INSTRUMENT NO _____

BOOK _____

PAGE _____ THRU PAGE _____

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INTENTIONALLY

This the ____ day of _____, 20____

Harmon A. Robinson, Chancery Clerk

BY _____ D.C.

3/01/2011
15 32 27

ACCOUNTS PAYABLE
CHECK AND DISBURSEMENT REGISTER FOR
001 GENERAL COUNTY
FOR THE PERIOD MARCH 01 2011 TO MARCH 31, 2011

PAGE 1
APKDRPR

CHECK #	CLAIM #	VENDOR #	VENDOR NAME	INVOICE #	LN	CHECK DATE	FND-DPT-DBJ	AMOUNT	ACCOUNT DESCRIPTION
54034	3289	1481	CLAY COUNTY TAX ASSESSOR/COLL	03/2011	01	3/01/2011	001-200-695	40 00	CAR TITLES/TAGS
TOTAL FOR FUND								40 00	**
TOTAL ACCOUNTS PAYABLE TRANSFERRED TO GENERAL LEDGER								40 00	**

555

08/2011
01 19 00

ACCOUNTS PAYABLE
CHECK AND DISBURSEMENT REGISTER FOR
097 2911 FUND
FOR THE PERIOD MARCH 01 2011 TO MARCH 31, 2011

PAGE
APKDRPR

CHECK #	CLAIM #	VENDOR #	VENDOR NAME	INVOICE #	LN	CHECK DATE	FND-DPT-OBJ	AMOUNT	ACCOUNT DESCRIPTION
1033	3307	3730	HORSE SHOE TUNICA	03/2011A	01	3/08/2011	097 230-476	300 00 300 00	MFALS & LODGING **
54039	3308	7204	PROFESSIONAL DISPATCH MNCT	03/2011A	01	3/08/2011	097-230-585	295 00 295 00	REGISTRATION FEE **
21110	307	711	PUBLIC SAFETY ACADEMICS AND	03/2011	01	3/08/2011	097-230-585	295 00 295 00	REGISTRATION FEE **
24041	3310	8810	SUPER 8 OXFORD	03/2011	01	3/08/2011	097-230-476	62 99	MEALS & LODGING
TOTAL FOR FUND								952 99	**
TOTAL ACCOUNTS PAYABLE TRANSFERRED TO GENERAL LEDGER								952 99	**

CHECK #	CLAIM #	VENDOR #	VENDOR NAME	INVOICE #	LN	CHECK DATE	FND-DPT-DBJ	AMOUNT	ACCOUNT DESCRIPTION
54234	3864	1587	COURTNEY WALKER	03/2011	01	3/16/2011	097-230-476	45 29 45 29	MEALS & LODGING **
54235	3865	4595	JASON ALSOBROOKS	03/2011	01	3/16/2011	097-230-476	25 54	MEALS & LODGING
54235	3865	4595	JASON ALSOBROOKS	03/2011	02	3/16/2011	097-230-477	86 40	PRIVATE VEHICLE TRAV
54235	3866	4595	JASON ALSOBROOKS	03/2011A	01	3/16/2011	097-230-476	48 60	MEALS & LODGING
54235	3866	4595	JASON ALSOBROOKS	03/2011A	02	3/16/2011	097-230-477	138 80 299 34	PRIVATE VEHICLE TRAV **
54236	3863	9228	TERESA LYNNE PARKER	03/2011	01	3/16/2011	097-230-476	59 69	MEALS & LODGING
54236	3863	9228	TERESA LYNNE PARKER	03/2011	02	3/16/2011	097-230-477	136 00	PRIVATE VEHICLE TRAV
TOTAL FOR FUND								540 32	**
TOTAL ACCOUNTS PAYABLE TRANSFERRED TO GENERAL LEDGER								540 32	**

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ACCOUNTS PAYABLE
CHECK AND DETAIL REGISTER FOR
CITY OF MEMPHIS BUILDING RENOVATION
FOR THE PERIOD MARCH 01, 2011 TO MARCH 31, 2011

CHECK #	CLAIM #	VENDOR #	VENDOR NAME	INVOICE #	LN	CHECK DATE	FND-DPT-OBJ	AMOUNT	ACCOUNT DESCRIPTION
46	1206	577	HENSON CONSTRUCTION CO INC	4	01	3/07/11	305 678 558	80722 45	CONTRACTORS FEES
TOTAL FOR FUND								80722 45	**
TOTAL ACCOUNTS PAYABLE TRANSFERRED TO GENERAL LEDGER								80722 45	**

3/17/2011
10 49 00

ACCOUNTS PAYABLE
CHECK AND DISBURSEMENT REGISTER FOR
001 GENERAL COUNTY
FOR THE PERIOD MARCH 01 2011 TO MARCH 31 2011

PAGE 1
APKDRPR

CHECK #	CLAIM #	VENDOR #	VENDOR NAME	INVOICE #	LN	CHECK DATE	FND-DPT-OBJ	AMOUNT	ACCOUNT DESCRIPTION
54237	3867	5882	MISS STATE TAX COMMISSION	03/2011	01	3/17/2011	001-200-695	36 00	CAR TITLES/TAGS
54237	3868	5882	MISS STATE TAX COMMISSION	03/2011A	01	3/17/2011	001-200-695	64 00	CAR TITLES/TAGS
TOTAL FOR FUND								100 00	**
TOTAL ACCOUNTS PAYABLE TRANSFERRED TO GENERAL LEDGER								100 00	**

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ACCOUNTS PAYABLE
CHECK AND DISBURSEMENT REGISTER FOR
687 INSURANCE CLEARING
FOR THE PERIOD MARCH 01, 2011 TO MARCH 31, 2011

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INSTRUMENT NO _____

BOOK _____

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This the ____ day of _____, 20____

Harmon A. Robinson, Chancery Clerk

BY _____ D C

03/01/2011
11:00:00

ACCOUNTS PAYABLE
CHECK AND DISBURSEMENT REGISTER FOR
001 GENERAL COUNTY
FOR THE PERIOD MARCH 01 2011 TO MARCH 31 2011

PAGE 1
APKDRPR

CHECK #	CLAIM #	VENDOR #	VENDOR NAME	INVOICE #	LN	CHECK DATE	FND-DPT-OBJ	AMOUNT	ACCOUNT DESCRIPTION
54736	3869	2041	EAST MS LAW ENFORC TRAIN CNTR	03/2011	01	3/18/2011	001-220-559	500 00	JAILOR TRAINING SCHO
TOTAL FOR FUND								500 00	**
TOTAL ACCOUNTS PAYABLE TRANSFERRED TO GENERAL LEDGER								500 00	**

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12 17

ACCOUNTS PAYABLE
CHECK AND DISBURSEMENT REGISTER FOR
001 GENERAL COUNTY
FOR THE PERIOD MARCH 01 2011 TO MARCH 31 2011

PAGE 1
APKDRPR

CHECK #	CLAIM #	VENDOR #	VENDOR NAME	INVOICE #	LN	CHECK DATE	FND-DPT-OBJ	AMOUNT	ACCOUNT DESCRIPTION
54239	3872	0004	PAYROLL CLEARING ACCOUNT	03/2011	01	3/24/2011	001-262-470	432 30 432 30	RET W/HELD & MATCHED **
54240	3871	1432	SHERMAN IVY	03/2011	01	3/24/2011	001-262-461	1873 45 1873 45	CONSTABLE FEES **
54241	3870	5230	LEWIS STAFFORD	03/2011	01	3/24/2011	001-262-461	1624 25 1624 25	CONSTABLE FEES **
TOTAL FOR FUND								3930 00	**

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ACCOUNT STATE
CHECK AND DISBURSEMENT REGISTER FOR
138 I/A BRIDGE BOND MONEY
FOR THE PERIOD MARCH 01 2011 TO MARCH 31 2011

CHK #	CLAIM #	VENDOR #	VENDOR NAME	INVOICE #	LN	CHECK DATE	FND-DPT-DBJ	AMOUNT	ACCOUNT DESCRIPTION
51712	3873	5736	MS DEVELOPMENT AUTHORITY	03/2011A	01	3/24/2011	138-800 B00	3408 19	PRIN RETIREMENT-CAP
11	3873	5736	MS DEVELOPMENT AUTHORITY	03/2011A	02	3/24/2011	138 800 B02	2137 79	INTEREST EXPENSE
TOTAL FOR FUND								5545 98	**
TOTAL ACCOUNTS PAYABLE TRANSFERRED TO GENERAL LEDGER								7475 98	**

05/2011
00 32

ACCOUNTS PAYABLE
CHECK AND DISBURSEMENT REGISTER FOR
030 F911 ADDRESSING SYSTEM (ARC) GRANT
FOR THE PERIOD MARCH 01 2011 TO MARCH 31 2011

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CHCK #	CLAIM #	VENDOR #	VENDOR NAME	INVOICE #	LN	CHECK DATE	FND-DPT-OBJ	AMOUNT	ACCOUNT DESCRIPTION
99	3874	3193	GOLDEN TRIANGLE PL & DEV DIST	1260	01	3/11/2011	030-230-556	62500 00	GRANT ADMIN FEES
TOTAL FOR FUND								62500 00	**
TOTAL ACCOUNTS PAYABLE TRANSFERRED TO GENERAL LEDGER								62500 00	**

586

3/28/2011
15 58 10

ACCOUNTS PAYABLE
CHECK AND DISBURSEMENT REGISTER FOR
001 GENERAL COUNTY
FOR THE PERIOD MARCH 01 2011 TO MARCH 31 2011

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APKDRPR

CHECK #	CLAIM #	VENDOR #	VENDOR NAME	INVOICE #	LN	CHECK DATE	FND	DPT	OBJ	AMOUNT	ACCOUNT DESCRIPTION
54243	3875	0545	ASSOCIATION OF FLOOD PLAIN	03/2011	01	3/28/2011	001	270	571	75 00	DUES & SUBSCRIPTIONS
54243	3876	0545	ASSOCIATION OF FLOOD PLAIN	03/2011A	01	3/28/2011	001	270	585	100 00	SEMINAR/REGISTRATION
TOTAL FOR FUND										175 00	**
TOTAL ACCOUNTS PAYABLE TRANSFERRED TO GENERAL LEDGER										175 00	**

13 567

07/2011
11/05

ACCOUNTS PAYABLE
CHECK AND DISBURSEMENT REGISTER FOR
001 GENERAL COUNTY
FOR THE PERIOD MARCH 01, 2011 TO MARCH 31, 2011

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APKDRPR

CHECK #	CLAIM #	VENDOR #	VENDOR NAME	INVOICE #	LN	CHECK DATE	FND-DPT-OBJ	AMOUNT	ACCOUNT DESCRIPTION
11248	3879	1477	CLAY COUNTY SHERIFF/PETTY CASH	518	01	3/30/2011	001-200-615	12 00	PURCHASE OF EVIDENCE
11249	3880	1477	CLAY COUNTY SHERIFF/PETTY CASH	519	01	3/30/2011	001-200-615	445 00	PURCHASE OF EVIDENCE
11240	3881	1477	CLAY COUNTY SHERIFF/PETTY CASH	520	01	3/30/2011	001-200-615	50 00	PURCHASE OF EVIDENCE
11240	3882	1477	CLAY COUNTY SHERIFF/PETTY CASH	521	01	3/30/2011	001-200-615	400 00	PURCHASE OF EVIDENCE
TOTAL FOR FUND								907 00	**
TOTAL ACCOUNTS PAYABLE TRANSFERRED TO GENERAL LEDGER								907 00	**

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40/2011
30 06

ACCOUNTS PAYABLE
CHECK AND DISBURSMENT REGISTER FOR
165 DISTRICT 5 BRIDGE
FOR THE PERIOD MARCH 01 2011 TO MARCH 31 2011

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APKDRPR

CHECK #	CLAIM #	VENDOR #	VENDOR NAME	INVOICE #	LN	CHECK DATE	FND	DPT-OBJ	AMOUNT	ACCOUNT DESCRIPTION
54245	3877	7395	RELTEK LLC	03/2011	01	3/30/2011	165	305-558	750 00	RDW APPLICATION FEE
TOTAL FOR FUND									750 00	**
TOTAL ACCOUNTS PAYABLE TRANSFERRED TO GENERAL LEDGER									1320 00	**

GENERAL LEDGER
 DEBIT AND CREDIT REGISTER FOR
 001 GENERAL COUNTRY
 FOR THE PERIOD MARCH 01 2011 TO MARCH 31 2011

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 APPROPRIATE

LINE #	CLAIM #	VENDOR #	VENDOR NAME	INVOICE #	CHECK DATE	FUND	DPT	OBJ	AMOUNT	ACCOUNT DESCRIPTION
1	14	3878 7329	RANDLE AUTO SALES	03/2011	01 3/30/2011	001	200	542	570 00	REPAIR TO VEHICLE
									570 00	**
TOTAL FOR FUND									570 00	**

P E DATE 3/14/2011
CHK DATE 3/15/2011 POST PD 2011/03
DEPT 0016 CHECK # 34954 EMPLOYEE NAME LOGAN HALE

CLAY COUNTY
PAYROLL CHECKS BY DEPT

PAGE 1
11 26 32

DEPARTMENT TOTALS

0016

1

TOTAL CHECKS

1

570-A

PRINTED

P E DATE 3/14/2011
CHK DATE 3/15/2011 POST PD 2011/03

CLAY COUNTY
PAYROLL CHECKS BY DEPT

PAGE 1

18 26 48

DEPT	CHECK #	EMPLOYEE NAME	DEPT	CHECKS
0001	34863	DECKER JAMES	E	
0001	34864	EVANS WILLIE	E	
0001	34865	GARDNER STEPHEN		
0001	34866	IVY WILLIAM	C	

DEPARTMENT TOTALS 0001 4

0002	34867	CHRISWELL RANDALL	Y	
0002	34868	JOHNSON LARRY		
0002	34869	JONES GRADY	W	

DEPARTMENT TOTALS 0002 3

0003	34870	HIGHTOWER WILLIE	L	
0003	34871	INMAN ANTHONY	B	
0003	34872	JONES MICHAEL	D	
0003	34873	WHITE GEORGE	R	

DEPARTMENT TOTALS 0003 4

0004	34874	FIELDS JOHN		
0004	34875	IVY ROBERT	E	
0004	34876	MARBLE J	T	
0004	34877	WALKER EARNEST	L	

DEPARTMENT TOTALS 0004 4

0005	34878	MCKEE ROGER	C	
0005	34879	ROBERSON SAM	L	
0005	34880	STARKS ROBERT	L	
0005	34881	WILSON WILLIAM	F	

DEPARTMENT TOTALS 0005 4

0007	34882	ALLEN GINGER	G	
0007	34883	BANKS DANNY	W	
0007	34884	BERRY AMY	G	
0007	34885	HAMPTON SIDNEY		
0007	34886	HAWKINS FRANK		
0007	34887	HODGE TREVA	R	
0007	34888	MOSLEY ARMA		
0007	34889	MYERS DEBORAH		
0007	34890	SIMS JERRY	A	
0007	34891	WARE TERESA	H	

DEPARTMENT TOTALS 0007 10

0008	34892	BERNEGGER ZANDY	H	
0008	34893	PLUNKETT SUSAN	P	
0008	34894	SPRAAGINS BARBARA	J	

DEPARTMENT TOTALS 0008 3

0009	34895	EDWARDS SONYA	J	
0009	34896	FROST KAY	L	

570-B

P E DATE 3/14/2011
CHK DATE 3/15/2011 POST PD 2011/03

CLAY COUNTY
PAYROLL CHECKS BY DEPT

PAGE 2

18 26 48

DEPT	CHECK #	EMPLOYEE NAME	DEPT	CHECKS
0009	34897	LANG JAMES	D	
0009	34898	LEE PORSHA	J	
0009	34899	MINOR GLORIA	J	

DEPARTMENT TOTALS 0009 5

0010	34900	YORK WESLEY	A	
------	-------	-------------	---	--

DEPARTMENT TOTALS 0010 1

0012	34901	BRAAG HARRIETT	C	
0012	34902	HOLCOMBE CHRISTY	L	
0012	34903	PERRY LISA	C	

DEPARTMENT TOTALS 0012 3

0016	34904	DEANS JOHNNY	P	
0016	34905	LOGAN HALE		
0016	34906	QUINN WILLIAM		
0016	34907	THOMPSON WILLIAM	B	
0016	34908	WARE EMMETT	D	

DEPARTMENT TOTALS 0016 5

0021	34909	ALSOBROOKS JOSEPH	J	
0021	34910	BENNETT KATHERINE	A	
0021	34911	BLACK MEGAN	K	
0021	34912	BROOKS DANA		
0021	34913	CRAIG TERRY		
0021	34914	EDWARDS TINA		
0021	34915	GASKIN DEBORAH		
0021	34916	GASKIN JUDY	A	
0021	34917	LUNA BETH	J	
0021	34918	NEELY LYRIAN	S	
0021	34919	PARKER TERESA	L	
0021	34920	WALKER COURTNEY	L	

DEPARTMENT TOTALS 0021 12

0022	34921	CUMMINGS JOHN	A	
0022	34922	GRIFFIN MICHAEL	L	
0022	34923	KNOWLES WILLIAM	D	
0022	34924	LEE SHAWN	C	
0022	34925	LEE STANLEY	E	
0022	34926	PONDS CHRISTOPHER	R	
0022	34927	SCOTT HARVEY	E	
0022	34928	SCOTT TERRY	W	
0022	34929	SMITH CASSONDRA	D	
0022	34930	WILLIAMS RAMIREZ	L	

DEPARTMENT TOTALS 0022 10

0023	34931	AVANT ANNIE	M	
0023	34932	CHANDLER HENRY		
0023	34933	CURRY MAURICE		

P E DATE 3/14/2011
CHK DATE 3/15/2011 POST PD 2011/03

CLAY COUNTY
PAYROLL CHECKS BY DEPT

PAGE 3

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DEPT	CHECK #	EMPLOYEE NAME	DEPT	CHECKS
0023	34934	FREE BARBARA		
0023	34935	GIBSON JANET	B	
0023	34936	GOFF PATTY	L	
0023	34937	HEADS HAL	C	
0023	34938	LANE JEFF		
0023	34939	MYLES GAIL		
0023	34940	PETTY RICHARD	W	
0023	34941	RANDLE BOBBY	E	
002J	34942	RANDLE FRANK	J	
0023	34943	SYKES-COBB DEMETRIA	R	
0023	34944	TOWNSEND TIMOTHY		
0023	34945	WEAVER MICHAEL	A	
DEPARTMENT TOTALS			0023	15
0027	34946	BUSBY CATHY		
0027	34947	INGRAM DEBORAH		
0027	34948	LASHIER ROBERT	A	
0027	34949	WILLIAMSON FRANK	E	
DEPARTMENT TOTALS			0027	4
0028	34950	INGRAM HERBERT		
DEPARTMENT TOTALS			0028	1
0030	34951	GRIMES BOBBY	J	
0030	34952	HENDRIX MITZI		
0030	34953	PETTIT BRADLEY		
DEPARTMENT TOTALS			0030	3
TOTAL CHECKS				91

510-17

7/15/2011
1 01 24

ACCOUNTS PAYABLE
CHECK AND DISBURSEMENT REGISTER FOR
001 GENERAL COUNTY
FOR THE PERIOD MARCH 01 2011 TO MARCH 31 2011

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CHECK #	CLAIM #	VENDOR #	VENDOR NAME	INVOICE #	LN	CHECK DATE	FND-DPT-OBJ	AMOUNT	ACCOUNT DESCRIPTION
54233	3842	0004	PAYROLL CLEARING ACCOUNT	201103150002	01	3/15/2011	001-000-110	873 36	PERSONNEL MAN/SYSTEM
54233	3842	0004	PAYROLL CLEARING ACCOUNT	201103150002	02	3/15/2011	001-000-110	104 80	STATE RET MATCHING
54233	3842	0004	PAYROLL CLEARING ACCOUNT	201103150002	03	3/15/2011	001-000-110	65 88	SOC SEC MATCHING
54233	3843	0004	PAYROLL CLEARING ACCOUNT	201103150003	01	3/15/2011	001-000-110	935 63	OFFICE CLERICAL
54233	3843	0004	PAYROLL CLEARING ACCOUNT	201103150003	02	3/15/2011	001-000-110	112 28	STATE RET MATCHING
54233	3843	0004	PAYROLL CLEARING ACCOUNT	201103150003	03	3/15/2011	001-000-110	70 71	SOC SEC MATCHING
54233	3844	0004	PAYROLL CLEARING ACCOUNT	201103150004	01	3/15/2011	001-000-110	1902 46	DEPUTIES
54233	3844	0004	PAYROLL CLEARING ACCOUNT	201103150004	02	3/15/2011	001-000-110	310 49	OFFICE CLERICAL
54233	3844	0004	PAYROLL CLEARING ACCOUNT	201103150004	03	3/15/2011	001-000-110	228 30	STATE RET MATCHING
54233	3844	0004	PAYROLL CLEARING ACCOUNT	201103150004	04	3/15/2011	001-000-110	169 30	SOC SEC MATCHING
54233	3845	0004	PAYROLL CLEARING ACCOUNT	201103150005	01	3/15/2011	001-000-110	2827 08	DEPUTIES
54233	3845	0004	PAYROLL CLEARING ACCOUNT	201103150005	02	3/15/2011	001-000-110	851 00	PART-TIME HELP
54233	3845	0004	PAYROLL CLEARING ACCOUNT	201103150005	03	3/15/2011	001-000-110	339 25	STATE RET MATCHING
54233	3845	0004	PAYROLL CLEARING ACCOUNT	201103150005	04	3/15/2011	001-000-110	279 35	SOC SEC MATCHING
54233	3846	0004	PAYROLL CLEARING ACCOUNT	201103150006	01	3/15/2011	001-000-110	1194 13	PURCHASE CLERK SALAR
54233	3846	0004	PAYROLL CLEARING ACCOUNT	201103150006	02	3/15/2011	001-000-110	29 19	ASST PURCHASE CLERK
54233	3846	0004	PAYROLL CLEARING ACCOUNT	201103150006	03	3/15/2011	001-000-110	146 80	STATE RET MATCHING
54233	3846	0004	PAYROLL CLEARING ACCOUNT	201103150006	04	3/15/2011	001-000-110	91 59	SOC SEC MATCHING
54233	3847	0004	PAYROLL CLEARING ACCOUNT	201103150007	01	3/15/2011	001-000-110	359 82	RECEIVING CLERK
54233	3847	0004	PAYROLL CLEARING ACCOUNT	201103150007	02	3/15/2011	001-000-110	43 18	STATE RET MATCHING
54233	3847	0004	PAYROLL CLEARING ACCOUNT	201103150007	03	3/15/2011	001-000-110	26 74	SOC SEC MATCHING
54233	3848	0004	PAYROLL CLEARING ACCOUNT	201103150008	01	3/15/2011	001-000-110	2119 64	MAINTENANCE SALARY
54233	3848	0004	PAYROLL CLEARING ACCOUNT	201103150008	02	3/15/2011	001-000-110	577 66	PART-TIME HELP
54233	3848	0004	PAYROLL CLEARING ACCOUNT	201103150008	03	3/15/2011	001-000-110	37 73	MAINTENANCE OVERTIME
54233	3848	0004	PAYROLL CLEARING ACCOUNT	201103150008	04	3/15/2011	001-000-110	258 88	STATE RET MATCHING
54233	3848	0004	PAYROLL CLEARING ACCOUNT	201103150008	05	3/15/2011	001-000-110	198 71	SOC SEC MATCHING
54233	3849	0004	PAYROLL CLEARING ACCOUNT	201103150009	01	3/15/2011	001-000-110	436 68	INFORMATION TECHNOLO
54233	3849	0004	PAYROLL CLEARING ACCOUNT	201103150009	02	3/15/2011	001-000-110	52 40	STATE RET MATCHING
54233	3849	0004	PAYROLL CLEARING ACCOUNT	201103150009	03	3/15/2011	001-000-110	32 93	SOC SEC MATCHING
54233	3850	0004	PAYROLL CLEARING ACCOUNT	201103150010	01	3/15/2011	001-000-110	499 70	CASE MANAGER - GRANT
54233	3850	0004	PAYROLL CLEARING ACCOUNT	201103150010	02	3/15/2011	001-000-110	59 97	STATE RET MATCHING
54233	3850	0004	PAYROLL CLEARING ACCOUNT	201103150010	03	3/15/2011	001-000-110	38 23	SOC SEC MATCHING
54233	3851	0004	PAYROLL CLEARING ACCOUNT	201103150011	01	3/15/2011	001-000-110	3003 58	DEPUTIES
54233	3851	0004	PAYROLL CLEARING ACCOUNT	201103150011	02	3/15/2011	001-000-110	360 42	STATE RET MATCHING
54233	3851	0004	PAYROLL CLEARING ACCOUNT	201103150011	03	3/15/2011	001-000-110	214 23	SOC SEC MATCHING
54233	3852	0004	PAYROLL CLEARING ACCOUNT	201103150012	01	3/15/2011	001-000-110	11613 62	DEPUTIES
54233	3852	0004	PAYROLL CLEARING ACCOUNT	201103150012	02	3/15/2011	001-000-110	4549 92	OFFICE/CLERICAL
54233	3852	0004	PAYROLL CLEARING ACCOUNT	201103150012	03	3/15/2011	001-000-110	828 82	DEPUTIES OVERTIME
54233	3852	0004	PAYROLL CLEARING ACCOUNT	201103150012	04	3/15/2011	001-000-110	218 78	OFFICE CLERICAL OVER
54233	3852	0004	PAYROLL CLEARING ACCOUNT	201103150012	05	3/15/2011	001-000-110	961 98	MECHANIC SALARY
54233	3852	0004	PAYROLL CLEARING ACCOUNT	201103150012	06	3/15/2011	001-000-110	2106 53	STATE RET MATCHING
54233	3852	0004	PAYROLL CLEARING ACCOUNT	201103150012	07	3/15/2011	001-000-110	1335 02	SOC SEC MATCHING
54233	3853	0004	PAYROLL CLEARING ACCOUNT	201103150013	01	3/15/2011	001-000-110	705 87	MTC TRANSPORT OFFICE
54233	3853	0004	PAYROLL CLEARING ACCOUNT	201103150013	02	3/15/2011	001-000-110	84 70	STATE RET MATCHING
54233	3853	0004	PAYROLL CLEARING ACCOUNT	201103150013	03	3/15/2011	001-000-110	47 84	SOC SEC MATCHING
54233	3854	0004	PAYROLL CLEARING ACCOUNT	201103150014	01	3/15/2011	001-000-110	1865 41	JAIL ADMINISTRATOR
54233	3854	0004	PAYROLL CLEARING ACCOUNT	201103150014	02	3/15/2011	001-000-110	1038 60	JAIL RECORDS CLERK
54233	3854	0004	PAYROLL CLEARING ACCOUNT	201103150014	03	3/15/2011	001-000-110	8786 29	JAILORS SALARIES
54233	3854	0004	PAYROLL CLEARING ACCOUNT	201103150014	04	3/15/2011	001-000-110	937 75	KITCHEN MANAGER
54233	3854	0004	PAYROLL CLEARING ACCOUNT	201103150014	05	3/15/2011	001-000-110	405 04	JAILORS OVERTIME
54233	3854	0004	PAYROLL CLEARING ACCOUNT	201103150014	06	3/15/2011	001-000-110	1563 96	STATE RET MATCHING
54233	3854	0004	PAYROLL CLEARING ACCOUNT	201103150014	07	3/15/2011	001-000-110	955 41	SOC SEC MATCHING

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ACCOUNTS PAYABLE
CHECK AND DISBURSEMENT REGISTER FOR
001 GENERAL COUNTY
FOR THE PERIOD MARCH 01, 2011 TO MARCH 31, 2011

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APKDRPR

CHECK #	CLAIM #	VENDOR #	VENDOR NAME	INVOICE #	LN	CHECK DATE	FND-DPT-OBJ	AMOUNT	ACCOUNT DESCRIPTION
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56857 64 **

TOTAL FOR FUND 56857 64 **

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ACCOUNTS PAYABLE
CHECK AND DISBURSEMENT REGISTER FOR
097 E911 FUND
FOR THE PERIOD MARCH 01, 2011 TO MARCH 31, 2011

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APKDRPR

CHECK #	CLAIM #	VENDOR #	VENDOR NAME	INVOICE #	LN	CHECK DATE	FND-DPT-DBJ	AMOUNT	ACCOUNT DESCRIPTION
54233	3855	0004	PAYROLL-CLEARING ACCOUNT	201103150015	01	3/15/2011	097-000-110	971 63	911 DIRECTOR SALARY
54233	3855	0004	PAYROLL CLEARING ACCOUNT	201103150015	02	3/15/2011	097-000-110	7178 86	DISPATCHERS
54233	3855	0004	PAYROLL CLEARING ACCOUNT	201103150015	03	3/15/2011	097-000-110	686 46	DISPATCHER O/T
54233	3855	0004	PAYROLL CLEARING ACCOUNT	201103150015	04	3/15/2011	097-000-110	932 28	STATE RET MATCHING
54233	3855	0004	PAYROLL CLEARING ACCOUNT	201103150015	05	3/15/2011	097-000-110	665 36	SOC SEC MATCHING
								10434 59	**
TOTAL FOR FUND								10434 59	**

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ACCOUNTS PAYABLE
CHECK AND DISBURSEMENT REGISTER FOR
151 DISTRICT 1 ROAD
FOR THE PERIOD MARCH 01, 2011 TO MARCH 31, 2011

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APKDRPR

CHECK #	CLAIM #	VENDOR #	VENDOR NAME	INVOICE #	LN	CHECK DATE	FND-DPT-OBJ	AMOUNT	ACCOUNT DESCRIPTION
54233	3856	0004	PAYROLL CLEARING ACCOUNT	201103150016	01	3/15/2011	151-000-110	3162 40	ROAD LABORERS= HOUR
54233	3856	0004	PAYROLL CLEARING ACCOUNT	201103150016	02	3/15/2011	151-000-110	312 68	STATE RET MATCHING
54233	3856	0004	PAYROLL CLEARING ACCOUNT	201103150016	03	3/15/2011	151-000-110	218 63	SOC SEC MATCHING
								3693 71	**

TOTAL FOR FUND

3693 71 **

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ACCOUNTS PAYABLE
CHECK AND DISBURSEMENT REGISTER FOR
152 DISTRICT 2 ROAD
FOR THE PERIOD MARCH 01, 2011 TO MARCH 31, 2011

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ACCOUNTS PAYABLE
CHECK AND DISBURSEMENT REGISTER FOR
153 DISTRICT 3 ROAD
FOR THE PERIOD MARCH 01, 2011 TO MARCH 31, 2011

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APKDRPR

CHECK #	CLAIM #	VENDOR #	VENDOR NAME	INVOICE #	LN	CHECK DATE	FND-DPT-DBJ	AMOUNT	ACCOUNT DESCRIPTION
54233	3858	0004	PAYROLL CLEARING ACCOUNT	201103150018	01	3/15/2011	153-000-110	4471 76	ROAD LABORERS HOURL
54233	3858	0004	PAYROLL CLEARING ACCOUNT	201103150018	02	3/15/2011	153-000-110	337 43	STATE RET MATCHING
54233	3858	0004	PAYROLL CLEARING ACCOUNT	201103150018	03	3/15/2011	153-000-110	334 19	SOC SEC MATCHING
								5143 38	**

TOTAL FOR FUND 5143 38 **

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ACCOUNTS PAYABLE
CHECK AND DISBURSEMENT REGISTER FOR
154 DISTRICT 4 ROAD
FOR THE PERIOD MARCH 01, 2011 TO MARCH 31, 2011

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APKDRPR

CHECK #	CLAIM #	VENDOR #	VENDOR NAME	INVOICE #	LN	CHECK DATE	FND-DPT-OBJ	AMOUNT	ACCOUNT DESCRIPTION
54233	3859	0004	PAYROLL CLEARING ACCOUNT	201103150019	01	3/15/2011	154-000-110	2928 20	ROAD LABORERS=HOURL
54233	3859	0004	PAYROLL CLEARING ACCOUNT	201103150019	02	3/15/2011	154-000-110	212 07	STATE RET MATCHING
54233	3859	0004	PAYROLL CLEARING ACCOUNT	201103150019	03	3/15/2011	154-000-110	210 84	SOC SEC MATCHING
								3351 11	**

TOTAL FOR FUND 3351 11 **

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ACCOUNTS PAYABLE
CHECK AND DISBURSEMENT REGISTER FOR
155 DISTRICT 5 ROAD
FOR THE PERIOD MARCH 01, 2011 TO MARCH 31, 2011

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TOTAL FOR FUND **4683 48** **##**

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ACCOUNTS PAYABLE
CHECK AND DISBURSEMENT REGISTER FOR
400 SANITATION
FOR THE PERIOD MARCH 01, 2011 TO MARCH 31 2011

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APKDRPR

CHECK #	CLAIM #	VENDOR #	VENDOR NAME	INVOICE #	LN	CHECK DATE	FND-DPT-DBJ	AMOUNT	ACCOUNT DESCRIPTION
54233	3861	0004	PAYROLL CLEARING ACCOUNT	201103150021	01	3/15/2011	400-000-110	3074.09	SANITATION SALARY
54233	3861	0004	PAYROLL CLEARING ACCOUNT	201103150021	02	3/15/2011	400-000-110	346.30	STATE RET MATCHING
54233	3861	0004	PAYROLL CLEARING ACCOUNT	201103150021	03	3/15/2011	400-000-110	223.64	SOC SEC MATCHING
54233	3862	0004	PAYROLL CLEARING ACCOUNT	201103150022	01	3/15/2011	400-000-110	200.00	SANITATION SALARY
54233	3862	0004	PAYROLL CLEARING ACCOUNT	201103150022	02	3/15/2011	400-000-110	24.00	STATE RET MATCHING
54233	3862	0004	PAYROLL CLEARING ACCOUNT	201103150022	03	3/15/2011	400-000-110	15.30	SOC SEC MATCHING
TOTAL FOR FUND								3883.33	**
TOTAL ACCOUNTS PAYABLE TRANSFERRED TO GENERAL LEDGER								91287.65	**

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CLAY COUNTY
CASH DISBURSEMENT POSTING LEDGER
FOR THE PERIOD MARCH 01, 2011 TO MARCH 31, 2011

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FND-DPT-DBJ	ACCOUNT DESCRIPTION	AMOUNT	VENDOR-#	INVOICE #	LN	VENDOR-NAME	CHECK DATE	CHECK #	JNL
681 000-002	PAYROLL CLEARING-CASH	1305 00-	0799	201103150001	01	B & W CREDIT UNION	3/15/2011	34955	PR
	AMOUNT POSTED TO G/L	1305 00-	**						
681 000-002	PAYROLL CLEARING-CASH	675 00-	0811	201102280001	01	TERRE-M-VARDAMAN	3/15/2011	34956	PR
681 000-002	PAYROLL CLEARING-CASH	675 00-	0811	201103150001	01	TERRE M VARDAMAN	3/15/2011	34956	PR
	AMOUNT POSTED TO G/L	1350 00-	**						
681 000-002	PAYROLL CLEARING-CASH	1308 84-	1350	201102280001	01	CDRU COUNTY	3/15/2011	34957	PR
681 000-002	PAYROLL CLEARING-CASH	1483 86-	1350	201103150001	01	CDRU COUNTY	3/15/2011	34957	PR
	AMOUNT POSTED TO G/L	2792 70-	**						
681 000-002	PAYROLL CLEARING-CASH	87 45-	1475	201102280001	01	CLAY COUNTY MEDICAL CENTER	3/15/2011	34958	PR
681 000-002	PAYROLL CLEARING-CASH	31 35-	1475	201103150001	01	CLAY COUNTY MEDICAL CENTER	3/15/2011	34958	PR
	AMOUNT POSTED TO G/L	118 80-	**						
681 000-002	PAYROLL CLEARING-CASH	199 17-	2720	201102280001	01	F DOUGLAS MONTAGUE III	3/15/2011	34959	PR
681 000 002	PAYROLL CLEARING-CASH	199 17-	2720	201103150001	01	F DOUGLAS MONTAGUE III	3/15/2011	34959	PR
	AMOUNT POSTED TO G/L	398 34-	**						
681 000-002	PAYROLL CLEARING-CASH	400 80-	3468	201103150001	01	INSURANCE ACCOUNT	3/15/2011	34960	PR
681 000-002	PAYROLL CLEARING-CASH	40 43-	3468	201103150002	01	INSURANCE ACCOUNT	3/15/2011	34960	PR
681 000-002	PAYROLL CLEARING-CASH	1611 80-	3468	201103150003	01	INSURANCE ACCOUNT	3/15/2011	34960	PR
681 000-002	PAYROLL CLEARING-CASH	42 58-	3468	201103150004	01	INSURANCE ACCOUNT	3/15/2011	34960	PR
681 000-002	PAYROLL CLEARING-CASH	610 87-	3468	201103150005	01	INSURANCE ACCOUNT	3/15/2011	34960	PR
681 000-002	PAYROLL CLEARING-CASH	121 62-	3468	201103150006	01	INSURANCE ACCOUNT	3/15/2011	34960	PR
681 000-002	PAYROLL CLEARING-CASH	36 00-	3468	201103150007	01	INSURANCE ACCOUNT	3/15/2011	34960	PR
681 000-002	PAYROLL CLEARING-CASH	50 46-	3468	201103150008	01	INSURANCE ACCOUNT	3/15/2011	34960	PR
681 000-002	PAYROLL CLEARING-CASH	126 35-	3468	201103150009	01	INSURANCE ACCOUNT	3/15/2011	34960	PR
681 000-002	PAYROLL CLEARING-CASH	177 61-	3468	201103150010	01	INSURANCE ACCOUNT	3/15/2011	34960	PR
	AMOUNT POSTED TO G/L	3218 52-	**						
681 000-002	PAYROLL CLEARING-CASH	500 00-	4247	201102280001	01	INTERNAL-REVENUE SERVICE	3/15/2011	34961	PR
	AMOUNT POSTED TO G/L	500 00	**						
681 000-002	PAYROLL CLEARING-CASH	325 00-	6050	201103150001	01	NEW HORIZONS CREDIT UNION	3/15/2011	34962	PR
	AMOUNT POSTED TO G/L	325 00-	**						
681 000-002	PAYROLL CLEARING-CASH	100 00-	8350	201102280001	01	TENNESSEE CHILD SUPPORT	3/15/2011	34963	PR
681 000-002	PAYROLL CLEARING-CASH	100 00-	8350	201103150001	01	TENNESSEE-CHILD SUPPORT	3/15/2011	34963	PR
	AMOUNT POSTED TO G/L	200 00-	**						
681 000-002	PAYROLL CLEARING-CASH	95 54-	8570	201102280001	01	TUPELO SERVICE FINANCE INC	3/15/2011	34964	PR
	AMOUNT POSTED TO G/L	95 54-	**						

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CLAY COUNTY
CASH DISBURSEMENT POSTING LEDGER
FOR THE PERIOD MARCH 01, 2011 TO MARCH 31 2011

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FND DPT-OBJ	ACCOUNT DESCRIPTION	AMOUNT	VENDOR-#	INVOICE #	LN-VENDOR-NAME	CHECK DATE	CHECK-#	JNL
681-000-002	PAYROLL CLEARING-CASH	150 00	8600	201102280001	01 TX CHILD SUPPDRT SDU	3/15/2011	34965	PR
681-000-002	PAYROLL CLEARING-CASH	150 00	8600	201103150001	01 TX CHILD SUPPORT SDU	3/15/2011	34965	PR
	AMOUNT POSTED TO G/L	300 00	**					
681-000-002	PAYROLL CLEARING-CASH	27 00	8815	201102280001	01 UNITED WAY OF CLAY COUNTY	3/15/2011	34966	PR
681-000-002	PAYROLL CLEARING-CASH	6 00	8815	201103150001	01 UNITED WAY OF CLAY COUNTY	3/15/2011	34966	PR
	AMOUNT POSTED TO G/L	33 00	**					
681-000-106	GARNISHMENT W/HELD	199 17	2720	201102280001	01 F DOUGLAS-MONTAGUE III	3/15/2011	34959	PR
681-000-106	GARNISHMENT W/HELD	199 17	2720	201103150001	01 F DOUGLAS MONTAGUE III	3/15/2011	34959	PR
	AMOUNT POSTED TO G/L	398 34	**					
681-000-106	GARNISHMENT W/HELD	95 54	8570	201102280001	01 TUPELO SERVICE FINANCE, INC	3/15/2011	34964	PR
	AMOUNT POSTED TO G/L	95 54	**					
681-000-108	WELLNESS CENTER W/HLD	87 45	1475	201102280001	01 CLAY COUNTY MEDICAL CENTER	3/15/2011	34958	PR
681-000-108	WELLNESS CENTER W/HLD	31 35	1475	201103150001	01 CLAY COUNTY MEDICAL CENTER	3/15/2011	34958	PR
	AMOUNT POSTED TO G/L	118 80	**					
681-000-109	INSURANCE W/HELD	400 80	3468	201103150001	01 INSURANCE ACCOUNT	3/15/2011	34960	PR
681-000-109	INSURANCE W/HELD	40 43	3468	201103150002	01 INSURANCE ACCOUNT	3/15/2011	34960	PR
681-000-109	INSURANCE W/HELD	1611 80	3468	201103150003	01 INSURANCE ACCOUNT	3/15/2011	34960	PR
681-000-109	INSURANCE W/HELD	42 58	3468	201103150004	01 INSURANCE ACCOUNT	3/15/2011	34960	PR
681-000-109	INSURANCE W/HELD	610 87	3468	201103150005	01 INSURANCE ACCOUNT	3/15/2011	34960	PR
681-000-109	INSURANCE W/HELD	121 62	3468	201103150006	01 INSURANCE ACCOUNT	3/15/2011	34960	PR
681-000-109	INSURANCE W/HELD	36 00	3468	201103150007	01 INSURANCE ACCOUNT	3/15/2011	34960	PR
681-000-109	INSURANCE W/HELD	50 46	3468	201103150008	01 INSURANCE ACCOUNT	3/15/2011	34960	PR
681-000-109	INSURANCE W/HELD	126 35	3468	201103150009	01 INSURANCE ACCOUNT	3/15/2011	34960	PR
681-000-109	INSURANCE W/HELD	177 61	3468	201103150010	01 INSURANCE ACCOUNT	3/15/2011	34960	PR
	AMOUNT POSTED TO G/L	3218 52	**					
681-000-111	B&W CREDIT UNION W/H	1305 00	0799	201103150001	01 B & W CREDIT UNION	3/15/2011	34955	PR
	AMOUNT POSTED TO G/L	1305 00	**					
681-000-112	NEW HORIZONS CREDIT UNION	325 00	6050	201103150001	01 NEW HORIZONS CREDIT UNION	3/15/2011	34962	PR
	AMOUNT POSTED TO G/L	325 00	**					
681-000-113	INTERNAL REVENUE SVC	500 00	4247	201102280001	01 INTERNAL REVENUE SERVICE	3/15/2011	34961	PR
	AMOUNT POSTED TO G/L	500 00	**					
681-000-119	UNITED WAY W/HELD	27 00	8815	201102280001	01 UNITED WAY OF CLAY COUNTY	3/15/2011	34966	PR
681-000-119	UNITED WAY W/HELD	6 00	8815	201103150001	01 UNITED WAY OF CLAY COUNTY	3/15/2011	34966	PR
	AMOUNT POSTED TO G/L	33 00	**					

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CLAY COUNTY
CASH DISBURSEMENT POSTING LEDGER
FOR THE PERIOD MARCH 01, 2011 TO MARCH 31 2011

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PRCDPPR

FND-DPT-OBJ	ACCOUNT DESCRIPTION	AMOUNT	VENDOR #	INVOICE #	LN	VENDOR NAME	CHECK DATE	CHECK #	JNL
681-000-120	CHILD SUPPORT W/HELD	1308 84	1350	201102280001	01	CDRU COUNTY	3/15/2011	34957	PR
681-000-120	CHILD SUPPORT W/HELD	1483 84	1350	201103150001	01	CDRU COUNTY	3/15/2011	34957	PR
	AMOUNT POSTED TO G/L	2792 70	**						
681-000-120	CHILD SUPPORT W/HELD	100 00	8350	201102280001	01	TENNESSEE CHILD SUPPORT	3/15/2011	34963	PR
681-000-120	CHILD SUPPORT W/HELD	100 00	8350	201103150001	01	TENNESSEE CHILD SUPPORT	3/15/2011	34963	PR
	AMOUNT POSTED TO G/L	200 00	**						
681-000-120	CHILD SUPPORT W/HELD	150 00	8400	201102280001	01	TX CHILD SUPPORT SDU	3/15/2011	34965	PR
681-000-120	CHILD SUPPORT W/HELD	150 00	8400	201103150001	01	TX CHILD SUPPORT SDU	3/15/2011	34965	PR
	AMOUNT POSTED TO G/L	300 00	**						
681-000-124	FED COURT W/HELD	675 00	0811	201102280001	01	TERRE M VARDAMAN	3/15/2011	34956	PR
681-000-124	FED COURT W/HELD	675 00	0811	201103150001	01	TERRE M VARDAMAN	3/15/2011	34956	PR
	AMOUNT POSTED TO G/L	1350 00	**						
TOTAL TRANSACTIONS TRANSFERRED TO G/L		DEBITS -	10636 90	**					
		CREDITS -	10636 90	**					

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CLAY COUNTY
PAYROLL CHECKS BY DEPT

PAGE 1

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DEPT	CHECK #	EMPLOYEE NAME	DEPT	CHECKS
0001	34968	DECKER JAMES	E	
0001	34969	EVANS WILLIE	E	
0001	34970	GARDNER STEPHEN		
0001	34971	HORTON LYNN	D	
0001	34972	IVY WILLIAM	C	
DEPARTMENT TOTALS			0001	5
0002	34973	CHRISWELL RANDALL	Y	
0002	34974	JOHNSON LARRY		
0002	34975	JONES GRADY	W	
0002	34976	LUMMUS OSCAR	W	
DEPARTMENT TOTALS			0002	4
0003	34977	DAVIS R	B	
0003	34978	HIGHTOWER WILLIE	L	
0003	34979	INMAN ANTHONY	D	
0003	34980	JONES MICHAEL	D	
0003	34981	WHITE GEORGE	R	
DEPARTMENT TOTALS			0003	5
0004	34982	DEANES SHELTON	L	
0004	34983	FIELDS JOHN		
0004	34984	IVY ROBERT	E	
0004	34985	MARBLE J	T	
0004	34986	WALKER EARNEST	L	
DEPARTMENT TOTALS			0004	5
0005	34987	MCKEE FLOYD		
0005	34988	MCKEE ROGER	C	
0005	34989	ROBERSON SAM	L	
0005	34990	STARKS ROBERT	L	
0005	34991	WILSON WILLIAM	F	
DEPARTMENT TOTALS			0005	5
0007	34992	ALLEN GINGER	G	
0007	34993	BANKS DANNY	W	
0007	34994	BERRY AMY	G	
0007	34995	BLANKENSHIP BILL		
0007	34996	BUCK GEORGE	T	
0007	34997	CARTER ALVIN		
0007	9999999	COX REBECCA	W	
0007	9999999	GARDNER AVA		
0007	34998	HAMPTON SIDNEY		
0007	34999	HAWKINS FRANK		
0007	35000	HODGE TREVA	R	
0007	35001	HOSFORD JEFFREY	J	
0007	35002	MOSLEY ARMA		
0007	35003	MYERS DEBORAH		
0007	35004	ROBINSON HARMON	A	
0007	35005	SIMS JERRY	A	

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DEPT	CHECK #	EMPLOYEE NAME	DEPT	CHECKS
0007	35006	STOREY THOMAS	B	
0007	35007	TURNER-LAIRY ANGELA		
0007	35008	WARE TERESA	H	

DEPARTMENT TOTALS 0007 19

0008	35009	BERNEGGER ZANDY	H	
0008	35010	HARRELL ROBERT	D	
0008	35011	PLUNKETT SUSAN	P	
0008	35012	SPRAGGINS BARBARA	J	

DEPARTMENT TOTALS 0008 4

0009	35013	EDWARDS SONYA	J	
0009	35014	FROST KAY	L	
0009	35015	LANG JAMES	D	
0009	35016	LEE PORSHA	J	
0009	35017	MINOR GLORIA	J	
0009	35018	PITTS ALICE	S	
0009	35019	RUPERT TERETHA		

DEPARTMENT TOTALS 0009 7

0010	35020	GREEN JOHN	F	
0010	35021	YORK WESLEY	A	

DEPARTMENT TOTALS 0010 2

0011	35022	BRYAN THOMAS	D	
0011	35023	FULLER WENDY		
0011	35024	IVY JESSIE	M	
0011	35025	IVY LINDA		
0011	35026	NADEAU GLENDA		

DEPARTMENT TOTALS 0011 5

0012	35027	BRAGG HARRIETT	C	
0012	35028	HAMPTON THOMAS	E	
0012	35029	HOLCOMBE CHRISTY	L	
0012	35030	IVY SHERMAN		
0012	35031	ORR ANNA	B	
0012	35032	PERRY LISA	C	
0012	35033	STAFFORD CHARLES	L	
0012	35034	TAGGART JOSEPH	M	

DEPARTMENT TOTALS 0012 8

0015	35035	BROCK FRANCHESSKA		
0015	35036	CLIETT DONNA	J	
0015	35037	DICHIARA DEBORAH	L	

DEPARTMENT TOTALS 0015 3

0016	35038	DEANS JOHNNY	P	
0016	35039	LOGAN HALE		

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DEPT	CHECK #	EMPLOYEE NAME	DEPT	CHECKS
0016	35040	GUINN WILLIAM		
0016	35041	THOMPSON WILLIAM	B	
0016	35042	WARE EMMETT	D	
DEPARTMENT TOTALS			0016	5
0020	35043	HUFFMAN LADDIE	L	
DEPARTMENT TOTALS			0020	1
0021	35044	ALSOBROOKS JOSEPH	J	
0021	35045	BENNETT KATHERINE	A	
0021	35046	BLACK MEGAN	K	
0021	35047	BROOKS DANA		
0021	35048	GASKIN DEBORAH		
0021	35049	GASKIN JUDY	A	
0021	35050	LUNA BETH	J	
0021	35051	NEELY LYRIAN	S	
0021	35052	PARKER TERESA	L	
0021	35053	WALKER COURTNEY	L	
DEPARTMENT TOTALS			0021	10
0022	35054	CUMMINGS JOHN	A	
0022	35055	GRIFFIN MICHAEL	L	
0022	35056	KNOWLES WILLIAM	O	
0022	35057	LEE SHAWN	C	
0022	35058	LEE STANLEY	E	
0022	35059	PONDS CHRISTOPHER	R	
0022	35060	SCOTT HARVEY	E	
0022	35061	SCOTT TERRY	W	
0022	35062	SMITH CASSONDRA	D	
0022	35063	WILLIAMS RAMIREZ	L	
DEPARTMENT TOTALS			0022	10
0023	35064	AVANT ANNIE	M	
0023	35065	CHANDLER HENRY		
0023	35066	CURRY MAURICE		
0023	35067	FREE BARBARA		
0023	35068	GIBSON JANET	B	
0023	35069	GOFF PATTY	L	
0023	35070	HEADD HAL	C	
0023	35071	LANE JEFF		
0023	35072	MYLES GAIL		
0023	35073	PETTY RICHARD	W	
0023	35074	RANDLE BOBBY	E	
0023	35075	RANDLE FRANK	J	
0023	35076	SYKES-COBB DEMETRIA	R	
0023	35077	TOWNSEND TIMOTHY		
0023	35078	WEAVER MICHAEL	A	
DEPARTMENT TOTALS			0023	15
0027	35079	BUSBY CATHY		

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WLP1	CHECK #	EMPLOYEE NAME	DEPT	CHECKS
0027	35080	INGRAM DEBORAH		
0027	35081	LASHIER ROBERT	A	
0027	35082	WILLIAMSON FRANK	E	

DEPARTMENT TOTALS 0027 4

0028	35083	INGRAM HERBERT		
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DEPARTMENT TOTALS 0028 1

0030	35084	GRIMES BOBBY	J	
0030	35085	HENDRIX MITZI		
0030	35086	PETTIT BRADLEY		

DEPARTMENT TOTALS 0030 3

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