

BE IT REMEMBERED that the Board of Supervisors of Clay County, Mississippi, met at the Courthouse in West Point, Mississippi, on the 22nd day of December, 2011, at 9 00 o'clock a m , and present were R B Davis, President of the Board, Lynn Horton, Vice President, Floyd McKee, Shelton Deanes, Luke Lummus 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 AN ADVANCE OF CASH FOR THE NEWLY
ELECTED TAX COLLECTOR, PAIGE DENDY LAMPKIN

There came on this day for consideration the matter of authorizing an advance of cash for the newly elected tax collector, Paige Dendy Lampkin

It appears to this Board that Paige Dendy Lampkin is the newly elected Tax Assessor-Collector and will take office beginning January 3rd 2012 and

It appears to this Board that Paige Lampkin will need \$700 00 so that she may start official collections on January 3, 2012 Said \$700 00 to be repaid in the first settlement made by Paige Lampkin, Tax Assessor-Collector

So ordered this the 22nd day of December, 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 December 2011 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 McKel and second by Mr Deener this Board doth vote unanimously to have the Chancery Clerk transfer \$662.60 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 2500.90 and Lewis Stafford 2,536.50 as net fee income after Public Employees Retirement System deduction withheld for the month of December 2011

SO ORDERED, this the 22nd day of December 2011


PRESIDENT

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

Calculation

	Lewis Stafford	Sherman Ivy	(Input)
Gross Fee Income *	\$2,850 00	\$2,810 00	
Minimum Withholding Rate	11%	11%	
Estimated Contributions	<u>\$313 50</u>	<u>\$309 10</u>	
Estimated Contributions	\$313 50	\$309 10	
Divided by PERS EE/ER	21 00%	21 00%	
Estimated Wages To Be Reported To PERS	<u>\$1,492 86</u>	<u>\$1,471 90</u>	
Estimated Wages	\$1,492 86	\$1,471 90	
Multiplied by PERS EE Rate	9 00%	9 00%	
Estimated PERS EE Contributions	<u>\$134 36</u>	<u>\$132 47</u>	
Estimated Wages	\$1,492 86	\$1,471 90	
Multiplied by PERS ER Rate	12 00%	12 00%	
Estimated PERS ER Contributions	<u>\$179 14</u>	<u>\$176 63</u>	

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

Estimated Wages	\$1,492 86	\$1,471 90	
Estimated PERS EE Contributions	\$134 36	\$132 47	266 83
Estimated PERS ER Contributions	\$179 14	\$176 63	355 77
Total Estimated Contributions	<u>\$313 50</u>	<u>\$309 10</u>	

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

Gross Fee Income	\$2,850 00	\$2,810 00
Less Total Estimated PERS EE/ER Contril	<u>\$313 50</u>	<u>\$309 10</u>
Net Gross	<u>\$2,536 50</u>	<u>\$2,500 90</u>

Need an order to transfer to Payroll Clearing fund \$ 622 60 to remit with Retirement Contributions

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

NO _____

IN THE MATTER OF SPREADING ON THESE MINUTES THE CHANCERY CLERK'S
CERTIFICATE OF ATTENDANCE

There came on this day for consideration the matter of spreading on these minutes the
Chancery Clerk's Certificate of Attendance

After motion by Mr McKee and second by Mr Lummus this Board votes unanimously to
spread on these minutes the Chancery Court's Certificate of Attendance for the Chancery Clerk
to receive 6 hours of mandatory education for attending Chancery Court See exhibit A

So ordered this the 22nd day of December, 2011



President

NO _____

IN THE MATTER OF PAYING THE CHANCERY CLERK FOR MAKING COPIES OF
HOMESTEAD RECAPITULATION ROLLS OF CLAY COUNTY, MISSISSIPPI FOR 2011


There came on this day for consideration the matter of paying the Chancery Clerk for making copies of Homestead Recapitulation rolls of Clay County, Mississippi, for

It doth appear to this Board that the Clerk, Harmon A Robinson, hath properly prepared and copied the homestead rolls, and under the authority of Section 25-3-21 of the Mississippi Code of 1972, it is hereby ordered that the Clerk be paid for preparing the following homestead recapitulation assessment rolls, to-wit

Three copies of the homestead roll,
each containing 4,815 assessments
at 3 cents per assessment per copy

\$433 35

So ordered this the 22nd day of December, 2011


President

NO _____

IN THE MATTER OF AUTHORIZING THE PRESIDENT OF THIS BOARD TO EXECUTE
A CONTRACT FOR PHASE II RENOVATION OF THE DAILY TIMES LEADER
BUILDING

There came on this day for consideration the matter of authorizing the President of this Board to execute a contract for Phase I Renovation of the Daily Times Leader Building

After motion by Mr Deanes and second by Mr McKee this Board doth vote unanimously to authorize the President to execute the attached contract with Henson Construction Company and to approve the performance bond and certificate of liability insurance contained herein

So ordered this the 22nd day of December 1, 2011


President

AIA[®] Document A101[™] – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Twelfth day of December in the year Two Thousand Eleven
(In words indicate day month and year)

BETWEEN the Owner
(Name legal status address and other information)

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

and the Contractor
(Name legal status address and other information)

Henson Construction Co
410 North Forest Street
West Point, Mississippi 39773

for the following Project
(Name location and detailed description)

Daily Times Leader Building Phase II
Clay County Supervisors
West Point, MS
PN 2009162

The Architect
(Name legal status address and other information)

Pryor & Morrow Architects and Engineers, P A
5227 South Frontage Road
Columbus, Mississippi 39703

The Owner and Contractor agree as follows

ADDITIONS AND DELETIONS

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

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

AIA Document A201[™]–2007 General Conditions of the Contract for Construction is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements either written or oral An enumeration of the Contract Documents, other than a Modification, appears in Article 9

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents except as specifically indicated in the Contract Documents to be the responsibility of others

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3 1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner
(Insert the date of commencement if it differs from the date of this Agreement or if applicable, state that the date will be fixed in a notice to proceed)

| Date of commencement will be fixed in a separate Notice to Proceed

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner s time requirement shall be as follows

§ 3 2 The Contract Time shall be measured from the date of commencement

| § 3 3 The Contractor shall achieve Substantial Completion of the entire Work not later than One hundred twenty (120) days from the date of commencement, or as follows
(Insert number of calendar days Alternatively a calendar date may be used when coordinated with the date of commencement If appropriate insert requirements for earlier Substantial Completion of certain portions of the Work.)
| *(Table deleted)*

550

subject to adjustments of this Contract Time as provided in the Contract Documents
(Insert provisions if any for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Hundred Twenty-five Thousand Four Hundred Dollars and Zero Cents (\$ 225,400.00) subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner.
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

Base Bid \$220,900.00
Alternate No. 1 4,500.00

§ 4.3 Unit prices, if any
(Identify and state the unit price, state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.4 Allowances included in the Contract Sum, if any
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
Latent Conditions	\$5,000.00

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Twentieth day of the month

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Twenty-fifth day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the Twenty-fifth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Forty-Five (45) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5 1 5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5 1 6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows

- 1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five percent (5 %) Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7 3 9 of AIA Document A201™-2007 General Conditions of the Contract for Construction,
- 2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner suitably stored off the site at a location agreed upon in writing) less retainage of Five percent (5 %)
- 3 Subtract the aggregate of previous payments made by the Owner, and
- 4 Subtract amounts if any for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9 5 of AIA Document A201-2007

§ 5 1 7 The progress payment amount determined in accordance with Section 5 1 6 shall be further modified under the following circumstances

- 1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims, and
(Section 9 8 5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety if any)
- 2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor any additional amounts payable in accordance with Section 9 10 3 of AIA Document A201-2007

§ 5 1 8 Reduction or limitation of retainage if any shall be as follows

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5 1 6 1 and 5 1 6 2 above and this is not explained elsewhere in the Contract Documents insert here provisions for such reduction or limitation)

Retainage is 5% until the job is 50% complete At this point, if the work is on schedule and satisfactory in the architect's and/or engineer's opinion the rate reduces to 2 5% and half of the withheld funds are to be returned to the contractor to be disbursed to the appropriate subcontractors and suppliers The contractor may not withhold more from a subcontractor than the state withholds from the contractor (Per MISS CODE ANN 31-5-33)

§ 5 1 9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site

§ 5 2 FINAL PAYMENT

§ 5 2 1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- 1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any which extend beyond final payment, and
- 2 a final Certificate for Payment has been issued by the Architect

§ 5 2 2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment or as follows

Final payment will be made after receipt, review, and approval of all close-out submittals

Inrl.

AIA Document A101™ - 2007 Copyright © 1915 1918 1925 1937 1951 1958 1961 1963 1967 1974 1977 1987 1991 1997 and 2007 by The American Institute of Architects All rights reserved WARNING This AIA® Document is protected by U.S. Copyright Law and International Treaties Unauthorized reproduction or distribution of this AIA® Document or any portion of it, may result in severe civil and criminal penalties and will be prosecuted to the maximum extent possible under the law This document was produced by AIA software at 14 11 21 on 12/12/2011 under Order No 5937757779_1 which expires on 12/06/2012 and is not for resale
User Notes

(860515378)

ARTICLE 6 DISPUTE RESOLUTION

§ 6 1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15 2 of AIA Document A201–2007 unless the parties appoint below another individual not a party to this Agreement to serve as Initial Decision Maker
(If the parties mutually agree insert the name address and other contact information of the Initial Decision Maker if other than the Architect)

§ 6 2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15 3 of AIA Document A201–2007 the method of binding dispute resolution shall be as follows
(Check the appropriate box If the Owner and Contractor do not select a method of binding dispute resolution below or do not subsequently agree in writing to a binding dispute resolution method other than litigation Claims will be resolved by litigation in a court of competent jurisdiction)

- ☒ [X] Arbitration pursuant to Section 15 4 of AIA Document A201–2007
- ☐ [] Litigation in a court of competent jurisdiction
- ☐ [] Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7 1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007

§ 7 2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8 1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents

§ 8 2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located
(Insert rate of interest agreed upon if any)

Legal Rate

§ 8 3 The Owner’s representative
(Name address and other information)

Robbie Robinson
P O Box 815
West Point, MS 39773

§ 8 4 The Contractor’s representative
(Name address and other information)

Mike Henson
410 North Forest Street
West Point, Mississippi 39773

§ 8 5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party

§ 8 6 Other provisions

Additive Change Orders 10%
Deductive Change Orders 5%

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9 1 The Contract Documents except for Modifications issued after execution of this Agreement, are enumerated in the sections below

§ 9 1 1 The Agreement is this executed AIA Document A101-2007 Standard Form of Agreement Between Owner and Contractor

§ 9 1 2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction

§ 9 1 3 The Supplementary and other Conditions of the Contract

Document	Title	Date	Pages
Project Manual	Daily Times Leader Building Renovation Phase II	November 4, 2011	Section 00100 - 01780

§ 9 1 4 The Specifications
(Either list the Specifications here or refer to an exhibit attached to this Agreement)
Title of Specifications exhibit "A"
(Table deleted)

§ 9 1 5 The Drawings
(Either list the Drawings here or refer to an exhibit attached to this Agreement)
Title of Drawings exhibit "B"
(Table deleted)

§ 9 1 6 The Addenda, if any

Number	Date	Pages
Addenda No 1	December 5, 2011	5

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9

§ 9 1 7 Additional documents if any, forming part of the Contract Documents

- 1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties or the following
- 2 Other documents, if any listed below
(List here any additional documents that are intended to form part of the Contract Documents AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement They should be listed here only if intended to be part of the Contract Documents)



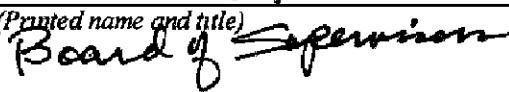
Proposal form dated December 8, 2011 and signed by Mike Henson Owner of Henson Construction Co

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007
(State bonding requirements if any and limits of liability for insurance required in Article 11 of AIA Document A201-2007)

Type of insurance or bond	Limit of liability or bond amount (\$0 00)
Bonds and Insurance as required in Specifications 00200	

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


OWNER (Signature)

Robbie Robinson, President
(Printed name and title)

Board of Supervision

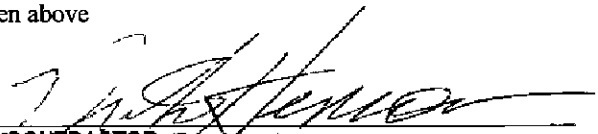

CONTRACTOR (Signature)
Mike Henson, Owner
(Printed name and title)

EXHIBIT "A"
SECTION 00010
TABLE OF CONTENTS

INTRODUCTORY INFORMATION

Section 00001 Title Page
Section 00010 Table of Contents
Section 00015 Drawing Index

BIDDING REQUIREMENTS

Section 00100 Advertisement
Section 00200 Instructions to Contractors
Section 00400 Proposal Form

CONTRACT REQUIREMENTS

N/A

DIVISION 1 – GENERAL REQUIREMENTS

Section 01110 Summary of Work
Section 01140 Work Restrictions
Section 01210 Allowances
Section 01290 Payment Procedures
Section 01290A Affidavit Certifying Payment to all Subcontractors
Section 01310 Project Management and Coordination
Section 01320 Construction Progress Documentation
Section 01330 Submittal Procedures
Section 01580 Project Identification
Section 01630 Product Substitution Procedures
Section 01730 Execution
Section 01740 Cleaning
Section 01775 Warranty
Section 01780 Closeout Submittals

DIVISION 2 – SITE CONSTRUCTION

Section 02220 Demolition

DIVISION 3 – CONCRETE

Section 03200 Concrete Reinforcing
Section 03300 Cast-In-Place Concrete

DIVISION 4 – MASONRY

N/A

DIVISION 5 – METALS

Section 05500 Metal Fabrications

DIVISION 6 – WOOD & PLASTICS

Section 06100 Rough Carpentry

Section 06200 Finish Carpentry

Section 06415 Plastic Laminate Countertops

DIVISION 7 – THERMAL & MOISTURE PROTECTION

Section 07210 Building Insulation

Section 07920 Joint Sealant

DIVISION 8 – DOORS & WINDOWS

Section 08110 Steel Doors and Frames

Section 08210 Flush Wood Doors

Section 08215 Stile & Rail Wood Doors

Section 08550 Historical Wood Replacement Windows

Section 08588 Aluminum Storm Windows

Section 08710 Door Hardware

Section 08830 Mirrors

DIVISION 9 – FINISHES

Section 09250 Gypsum Board

Section 09280 Plaster Repair

Section 09650 Vinyl Composition Tile

Section 09655 Rubber Base

Section 09910 Paint

DIVISION 10 – SPECIALTIES

Section 10170 Solid Plastic Toilet Compartments

Section 10440 Interior Signage

Section 10520 Fire Extinguishers

Section 10810 Restroom Accessories

DIVISION 11 – EQUIPMENT

N/A

DIVISION 12 – FURNISHINGS

N/A

DIVISION 13 – SPECIAL CONSTRUCTION

N/A

DIVISION 14 – CONVEYING SYSTEMS

N/A

DIVISION 15 – MECHANICAL

Section 15000 General Requirements
Section 15050 Basic Materials and Methods
Section 15075 Mechanical Identification
Section 15080 Insulation
Section 15140 Pipe, Fittings, and Valves
Section 15410 Plumbing Fixtures
Section 15430 Plumbing Specialties
Section 15740 Electric Heat Pumps
Section 15810 Ducts
Section 15830 Exhaust Fans
Section 15950 Testing, Adjusting, and Balancing

DIVISION 16 – ELECTRICAL

Section 16000 General Requirements
Section 16050 Basic Materials and Methods
Section 16400 Service and Distribution
Section 16500 Lighting
Section 16720 Telephone
Section 16740 Networked Computer System

END OF SECTION

Table of Contents

Sheet	Description
A0 0	TITLE / COVER SHEET
LS1 0	LIFE SAFETY PLAN
S	STRUCTURAL
S1 0	SECOND FLOOR FRAMING PLAN AND DETAILS
A	ARCHITECTURAL
A0 1	EXISTING FIRST FLOOR PLAN
A0 2	EXISTING SECOND FLOOR PLAN
D1 0	DEMOLITION FIRST FLOOR PLAN
D1 1	DEMOLITION SECOND FLOOR PLAN
A1 0	PROPOSED FIRST FLOOR PLAN
A1 1	PROPOSED SECOND FLOOR PLAN
A1 2	FIRST FLOOR REFLECTED CEILING PLAN
A1 3	SECOND FLOOR REFLECTED CEILING PLAN
A2 0	ADA RAMP ELEVATIONS AND SECTIONS
A4 0	INTERIOR ELEVATIONS AND MILLWORK DETAILS
A6 0	ROOM FINISH DOOR AND WINDOW SCHEDULES
M	MECHANICAL
M2 1	FIRST FLOOR MECHANICAL PLAN
M2 2	SECOND FLOOR MECHANICAL PLAN
M5 1	DETAILS AND SCHEDULES
M5 2	DETAILS AND SCHEDULES
P	PLUMBING
P2 1	FIRST FLOOR PLUMBING PLAN
P2 2	SECOND FLOOR PLUMBING PLAN
P5 1	DETAILS AND SCHEDULES
E	ELECTRICAL
E1 1	FIRST FLOOR DEMOLITION PLAN
E1 2	SECOND FLOOR DEMOLITION PLAN
E2 1	FIRST FLOOR LIGHTING PLAN
E2 2	SECOND FLOOR LIGHTING PLAN
E3 1	FIRST FLOOR POWER PLAN
E3 2	SECOND FLOOR POWER PLAN
E4 1	FIRST FLOOR COMMUNICATIONS PLAN
E5 1	DETAIL AND LEGENDS

Continuation Sheet

AIA Document G702™-1992, Application and Certification for Payment or G736™-2009
 Project Application and Project Certificate for Payment Construction Manager as Adviser Edition
 containing Contractor's signed certification is attached
 In tabulations below amounts are stated to the nearest dollar
 Use Column I on Contracts where variable retainage for line items may apply

APPLICATION NO 001
 APPLICATION DATE 12/15/2011
 PERIOD TO
 ARCHITECT'S PROJECT NO 2009162

A ITEM NO	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (Not in D or E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G + C)		
1	General Conditions / Mobilization	24000							
2	Demolition	8500							
3	Conc Slab, Patch Pads	12600							
4	Rough Carpentry	27600							
5	Insulation/Sound Proofing	4250							
6	Drywall & Acoustical Ceilings	17470							
7	Interior Trim	17100							
8	Floor Covering & Base	8130							
9	HC Ramp	6600							
10	Electrical & Lighting	30250							
11	HVAC	30000							
12	Plumbing	16500							
13	Ceramic Interior/Exterior	10000							
14	Exterior Finish	4500							
15	Clean Up	2900							
16	Latent Conditions	5000							
	GRAND TOTAL	225,400							

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond Number 1000841891

AIA Document A312

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable


CONTRACTOR (Name and Address)
Henson Construction Company, Inc
410 North Forest Street
West Point, MS 39773

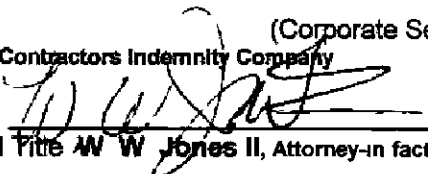
SURETY (Name and Principal Place of Business)
American Contractors Indemnity Company
601 South Figueroa Street, 16th Floor
Los Angeles, CA 90017

OWNER (Name and Address) **Clay County Board of Supervisors**
P O Box 815
West Point, MS 39773

CONSTRUCTION CONTRACT
Date **December 12, 2011**
Amount **\$225,400 00**
Description (Name and Location) **Daily Times Leader Building - Phase II**
Clay County Supervisors, West Point, MS - PN 2009162

BOND
Date (Not earlier than Construction Contract Date) **December 20, 2011**
Amount **\$225,400 00**
Modifications to this Bond ☒ None ☐ See Page 3

CONTRACTOR AS PRINCIPAL
Company (Corporate Seal)
Henson Construction Company Inc
Signature 
Name and Title **President**
(Any additional signatures appear on page 3)

SURETY
Company (Corporate Seal)
American Contractors Indemnity Company
Signature 
Name and Title **W. W. Jones II, Attorney-in fact**

(FOR INFORMATION ONLY - Name Address and Telephone)
AGENT or BROKER **Harris Madden & Powell, Inc**
PO Box 381708
Memphis TN 38183-1708
OWNER'S REPRESENTATIVE (Architect Engineer or other party) **Pryor & Morrow Architects & Engineers PA**
5227 South Frontage Road
Columbus MS 39703

AIA DOCUMENT A312 • PERFORMANCE BOND AND PAYMENT BOND • DECEMBER 1984 ED • AIA ©
THE AMERICAN INSTITUTE OF ARCHITECTS 1735 NEW YORK AVE N W WASHINGTON D C 20006
THIRD PRINTING • MARCH 1987

A312-1984 1

COUNTERSIGNED

BY: 
Tona J. Hunter **Mississippi Resident Agent**

1 The Contractor and the Surety jointly and severally bind themselves their heirs executors administrators successors and assigns to the Owner for the performance of the Construction Contract which is incorporated herein by reference

2 If the Contractor performs the Construction Contract the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1

3 If there is no Owner Default the Surety's obligation under this Bond shall arise after

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner the Contractor and the Surety agree the Contractor shall be allowed a reasonable time to perform the Construction Contract but such an agreement shall not waive the Owner's right if any subsequently to declare a Contractor Default and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1 and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner

4 When the Owner has satisfied the conditions of Paragraph 3 the Surety shall promptly and at the Surety's expense take one of the following actions

4.1 Arrange for the Contractor with consent of the Owner to perform and complete the Construction Contract or

4.2 Undertake to perform and complete the Construction Contract itself through its agents or through independent contractors or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default or

4.4 Waive its right to perform and complete arrange for completion or obtain a new contractor and with reasonable promptness under the circumstances

1 After investigation determine the amount for

which it may be liable to the Owner and as soon as practicable after the amount is determined tender payment therefor to the Owner or

2 Deny liability in whole or in part and notify the Owner citing reasons therefor

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond and the Owner shall be entitled to enforce any remedy available to the Owner. If the surety proceeds as provided in Subparagraph 4.4 and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part without further notice the Owner shall be entitled to enforce any remedy available to the Owner

6 After the Owner has terminated the Contractor's right to complete the Construction Contract and if the Surety elects to act under Subparagraph 4.1, 4.2 or 4.3 above then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract the Surety is obligated without duplication for

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract

6.2 Additional legal design professional and delay costs resulting from the Contractor's Default and resulting from the actions or failure to act of the Surety under Paragraph 4 and

6.3 Liquidated damages or if no liquidated damages are specified in the Construction Contract actual damages caused by delayed performance or non-performance of the Contractor

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs executors administrators or successors

8 The Surety hereby waives notice of any change including changes of time to the Construction Contract or to related subcontracts purchase orders and other obligations

9 Any proceeding legal or equitable under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable

10 Notice to the Surety the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed 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 The intent is that this Bond shall be construed as a statutory bond and not as a common law bond

12 DEFINITIONS

2 1 Balance of the Contract Price The total amount payable by the Owner to the Contractor under the onstruction Contract after all proper adjustments ave been made including allowance to the Con-

tractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract

12 2 Construction Contract The agreement between the Owner and the Contractor identified on the signature page including all Contract Documents and changes thereto

12 3 Contractor Default Failure of the Contractor which has neither been remedied nor waived to perform or otherwise to comply with the terms of the Construction Contract

12 4 Owner Default Failure of the Owner which has neither been remedied nor waived to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS

(Space is provided below for additional signatures of added parties other than those appearing on the cover page)
CONTRACTOR AS PRINCIPAL SURETY
Company (Corporate Seal) Company (Corporate Seal)

Signature _____
Name and Title

Signature _____
Name and Title

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond Number 1000841891

AIA Document A312

Payment Bond

Any singular reference to Contractor, Surety Owner or other party shall be considered plural where applicable

CONTRACTOR (Name and Address)
Henson Construction Company, Inc
410 North Forest Street
West Point, MS 39773


SURETY (Name and Principal Place of Business)
American Contractors Indemnity Company
601 South Figueroa Street, 16th Floor
Los Angeles, CA 90017

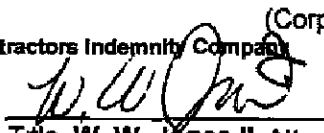
OWNER (Name and Address) Clay County Board of Supervisors
P O Box 815
West Point, MS 39773

CONSTRUCTION CONTRACT
Date December 12, 2011
Amount \$225,400 00
Description (Name and Location) Daily Times Leader Building - Phase II
Clay County Supervisors, West Point, MS - PN 2009162

BOND
Date (Not earlier than Construction Contract Date) December 20, 2011
Amount \$225,400 00

Modifications to this Bond None XSee Page 6

CONTRACTOR AS PRINCIPAL
Company Henson Construction Company, Inc (Corporate Seal)
Signature 
Name and Title

SURETY
Company American Contractors Indemnity Company (Corporate Seal)
Signature 
Name and Title W W Jones II, Attorney-In-fact

(Any additional signatures appear on page 6)

(FOR INFORMATION ONLY - Name Address and Telephone)
AGENT or BROKER
Harris Madden & Powell, Inc
PO Box 381708
Memphis TN 38183 1708

OWNER'S REPRESENTATIVE (Architect, Engineer
or other party) Pryor & Morrow Architects & Engineers PA
5227 South Frontage Road
Columbus MS 39703

AIA DOCUMENT A312 • PERFORMANCE BOND AND PAYMENT BOND • DECEMBER 1984 ED • AIA
THE AMERICAN INSTITUTE OF ARCHITECTS 1735 NEW YORK AVE N W WASHINGTON D C 20006
THIRD PRINTING • MARCH 1987

COUNTERSIGNED

A312-1984 4

BY 
Jona J Hunter Mississippi Resident Agent

1 The Contractor and the Surety jointly and severally bind themselves their heirs executors administrators successors and assigns to the Owner to pay for labor materials and equipment furnished for use in the performance of the Construction Contract which is incorporated herein by reference

2 With respect to the Owner this obligation shall be null and void if the Contractor

2.1 Promptly makes payment directly or indirectly for all sums due Claimants and

2.2 Defends, indemnifies and holds harmless the Owner from claims demands liens or suits by any person or entity whose claim demand lien or suit is for the payment for labor materials or equipment furnished for use in the performance of the Construction Contract provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims demands liens or suits and tendered defense of such claims demands liens or suits to the Contractor and the Surety and provided there is no Owner Default

3 With respect to Claimants this obligation shall be null and void if the Contractor promptly makes payment directly or indirectly for all sums due

4 The Surety shall have no obligation to Claimants under this Bond until

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy or notice thereof to the Owner stating that a claim is being made under this Bond and with substantial accuracy the amount of the claim

4.2 Claimants who do not have a direct contract with the Contractor

1 Have furnished written notice to the Contractor and sent a copy or notice thereof to the Owner within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating with substantial accuracy the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed and

2 Have either received a rejection in whole or in part from the Contractor or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly and

3 Not having been paid within the above 30 days have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy or notice thereof to the Owner stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor

5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety that is sufficient compliance

6 When the Claimant has satisfied the conditions of Paragraph 4 the Surety shall promptly and at the Surety's expense take the following actions

6.1 Send an answer to the Claimant with a copy to the Owner within 45 days after receipt of the claim stating the amounts that are undisputed and the basis for challenging any amounts that are disputed

6.2 Pay or arrange for payment of any undisputed amounts

7 The Surety's total obligation shall not exceed the amount of this Bond and the amount of this Bond shall be credited for any payments made in good faith by the Surety

8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims if any under any Construction Performance Bond By the Contractor furnishing and the Owner accepting this Bond they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond subject to the Owner's priority to use the funds for the completion of the work

9 The Surety shall not be liable to the Owner Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond and shall have under this Bond no obligations to make payments to give notices on behalf of or otherwise have obligations to Claimants under this Bond

10 The Surety hereby waives notice of any change including changes of time to the Construction Contract or to related subcontracts purchase orders and other obligations

11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3 or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract whichever of (1) or (2) first occurs If the provisions of this Paragraph are void or prohibited by law the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable

12 Notice to the Surety the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page Actual receipt of notice by Surety the Owner or the Contractor however accomplished shall be sufficient compliance as of the date received at the address shown on the signature page

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed any provision in this Bond conflicting with said statutory or legal requirements shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein The intent is that this

Bond shall be construed as a statutory bond and not as a common law bond

14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made

15 DEFINITIONS

15.1 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of Construction Contract, architectural and engineering, gas, water, power, light, heat, oil, gasoline, telephone service or rental equipment used in the

services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished

15.2 Construction Contract. The agreement between the Owner and the Contractor identified on the signature page including all Contract Documents and changes thereto

15.3 Owner Default. Failure of the Owner which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS

Paragraph 6 is deleted in its entirety and the following is substituted in its place

6 When the Claimant has satisfied the conditions of Paragraph 4, and has submitted all supporting documentation and any proof of claim requested by the Surety, the Surety shall, within a reasonable period of time, notify the Claimant of the amounts that are undisputed and the basis for challenging any amounts that are disputed, including, but not limited to, the lack of substantiating documentation to support the claim as to entitlement or amount, and the Surety shall, within a reasonable period of time, pay or make arrangements for payment of any undisputed amount, provided, however, that the failure of the Surety to timely discharge its obligations under this paragraph or to dispute or identify any specific defense to all or any part of a claim shall not be deemed to be an admission of liability by the Surety as to such claim or otherwise constitute a waiver of the Contractor's or Surety's defenses to, or right to dispute, such claim. Rather, the Claimant shall have the immediate right, without further notice, to bring suit against the Surety to enforce any remedy available to it under this Bond

(Space is provided below for additional signatures of added parties other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company (Corporate Seal)

SURETY
Company (Corporate Seal)

Signature _____
Name and Title
Address

Signature _____
Name and Title
Address

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U S SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS That American Contractors Indemnity Company, a California corporation, United States Surety Company a Maryland corporation and U S Specialty Insurance Company a Texas corporation (collectively the "Companies"), do by these presents make constitute and appoint

Keith W Brown, W W Jones II, Janice W McCoy, or Brenda Palmer of Memphis, Tennessee

its true and lawful Attorney(s)-in-fact each in their separate capacity if more than one is named above with full power and authority hereby conferred in its name place and stead to execute acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Three Million***** Dollars (\$ **3,000,000 00**) This Power of Attorney shall expire without further action on December 8 2012 This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies

Be it Resolved that the President, any Vice President any Assistant Vice President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s) in Fact to represent and act for and on behalf of the Company subject to the following provisions

Attorney-in Fact may be given full power and authority for and in the name of and on behalf of the Company to execute acknowledge and deliver any and all bonds recognizances contracts agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company s liability thereunder and any such instruments so executed by any such Attorney in Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary

Be it Resolved that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached

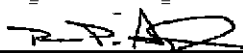
IN WITNESS WHEREOF The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed this 15th day of June 2009

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U S SPECIALTY INSURANCE COMPANY

Corporate Seals



By


Daniel P Aguilar, Vice President

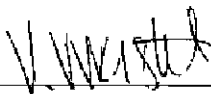
State of California

County of Los Angeles SS

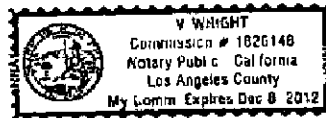
On this 15th day of June 2009 before me, V Wright, a notary public, personally appeared Daniel P Aguilar Vice President of American Contractors Indemnity Company, United States Surety Company and U S Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s) or the entity upon behalf of which the person(s) acted executed the instrument

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct
WITNESS my hand and official seal

Signature



(Seal)



I, Jeannie J Kim Assistant Secretary of American Contractors Indemnity Company United States Surety Company and U S Specialty Insurance Company do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Companies, which is still in full force and effect furthermore the resolutions of the Boards of Directors set out in the Power of Attorney are in full force and effect

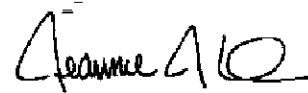
In Witness Whereof I have hereunto set my hand and affixed the seals of said Companies at Los Angeles California this 20th day of December 2011

Corporate Seals

Bond No 1000841891

Agency No 0270





Jeannie J Kim, Assistant Secretary

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U S SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS That American Contractors Indemnity Company a California corporation Texas Bonding Company an assumed name of American Contractors Indemnity Company a California corporation United States Surety Company a Maryland corporation and U S Specialty Insurance Company a Texas corporation (collectively the Companies) do by these presents make constitute and appoint

Mark E Harris Joseph Madden, III Richard L Powell Ric Stallings
or Tona Jo Hunter of Memphis, Tennessee

its true and lawful Attorney(s) in fact each in their separate capacity if more than one is named above with full power and authority hereby conferred in its name place and stead to execute acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Ten Million***** Dollars (\$**10,000,000.00**)

This Power of Attorney shall expire without further action on March 18, 2015 This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies

Be it Resolved that the President, any Vice President any Assistant Vice President any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s) in Fact to represent and act for and on behalf of the Company subject to the following provisions

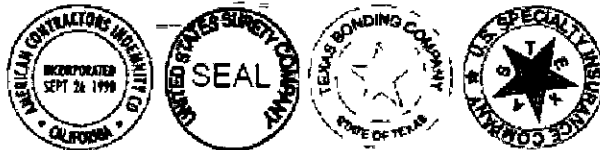
Attorney in Fact may be given full power and authority for and in the name of and on behalf of the Company to execute acknowledge and deliver any and all bonds recognizances contracts agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder and any such instruments so executed by any such Attorney in Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary

Be it Resolved that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached

IN WITNESS WHEREOF The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed this 31st day of March 2011

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U S SPECIALTY INSURANCE COMPANY

Corporate Seals



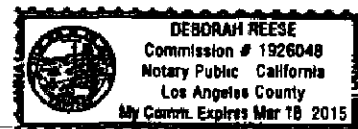
By [Signature]
Daniel P. Aguilar, Vice President

State of California
County of Los Angeles SS

On this 31st day of March 2011 before me, Deborah Reese a notary public, personally appeared Daniel P. Aguilar Vice President of American Contractors Indemnity Company Texas Bonding Company United States Surety Company and U S Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s) or the entity upon behalf of which the person(s) acted executed the instrument

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct
WITNESS my hand and official seal

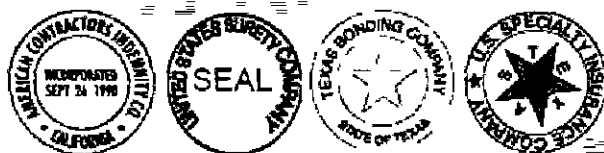
Signature [Signature] (Seal)



I Jeanne J Kim Assistant Secretary of American Contractors Indemnity Company Texas Bonding Company United States Surety Company and U S Specialty Insurance Company do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Companies which is still in full force and effect furthermore the resolutions of the Boards of Directors set out in the Power of Attorney are in full force and effect

In Witness Whereof I have hereunto set my hand and affixed the seals of said Companies at Los Angeles California this 20th day of December, 2011

Corporate Seals



Bond No 1000841891
Agency No 17037

[Signature]
Jeanne J Kim, Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

HENSO-4 OP ID AN

DATE (MM/DD/YYYY)
12/21/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S) AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bryson & Company PO Box 16174 Jackson, MS 39236-6174 John D. Causey III	601-707-2060 601-707-2070	CONTACT NAME John Causey PHONE (A/C, No, Ext) 601 707-2050 FAX (A/C, No) 601 707 2070 E-MAIL receptiondesk@brysoninsurance.com ADDRESS	INSURER(S) AFFORDING COVERAGE INSURER A StoneTrust Comm Ins Co INSURER B INSURER C INSURER D INSURER E INSURER F
INSURED Henson Construction, Co, Inc 715 Airport Rd West Point, MS 39773	NAIC #		

COVERAGES	CERTIFICATE NUMBER	REVISION NUMBER
-----------	--------------------	-----------------

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/>						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS COMP/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS						EACH OCCURRENCE \$ AGGREGATE \$
	UMBRELLA LIAB EXCESS LIAB DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WCV0083678 00	09/01/11	09/01/12	X WC STATUTORY LIMITS X OTHER E.L. EACH ACCIDENT \$ 1 000 000 E.L. DISEASE EA EMPLOYEE \$ 1 000 000 E.L. DISEASE POLICY LIMIT \$ 1 000 000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101 Additional Remarks Schedule if more space is required)
Richard Henson Billie Dee Henson G Micheal Henson and Darren Henson are all excluded from workers compensation coverage

RE 2009162 Daily Times Leader Building Phase II West Point, Mississippi

CERTIFICATE HOLDER	CANCELLATION
PRYOR&M Pryor & Morrow Architects & Engineers P A P O Box 167 Columbus MS 39703 0167	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS AUTHORIZED REPRESENTATIVE

© 1988 2010 ACORD CORPORATION All rights reserved



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/15/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION** IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Independent Ins Agency 2586 S. FRONTAGE RD Vicksburg MS 39180 HENSON CONSTRUCTION CO. INC. 410 N. FOREST ST WEST POINT MS 39773-2322	CONTACT NAME PHONE (A/C, No. Ext.) FAX (A/C, No.) E-MAIL ADDRESS INSURER(S) AFFORDING COVERAGE INSURER A INSURER B INSURER C INSURER D INSURER E INSURER F
---	--

COVERAGES CERTIFICATE NUMBER REVISION NUMBER

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REFERENCE TO ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURANCE TYPE	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PDDP/CLM 250 GENERAL AGGREGATE LIMIT APPLIES FOR: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> FIRST <input type="checkbox"/> LAST	<input checked="" type="checkbox"/>	ACP GLO 5604818392	05/19/2011	05/19/2012	EACH OCCURRENCE (SABOTAGE/RENTED PREMISE) (Exclusions) \$ 1,000,000 MED EXP (A/C, No. Ext.) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS/COMPOUND AGG \$ 2,000,000	
	AUTOMOBILE LIABILITY ANY AUTOMOBILES ALL OWNED AUTOS NON-OWNED AUTOS HIRE/LEASED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Exclusions) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB JED PERSONS	<input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE		ACP CAF 5604918392	12/4/2011	05/19/2012	A/H OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/OWNER/EXECUTIVE OFFICE MEMBER EXCLUDED (Mandatory in MS) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N					NO STATE/TERRITORY LIMITS 1 EACH OCCURRENCE \$ 1 DEATH & DISMEMBERMENT \$ 1 DISABILITY POLICY LIMIT \$

DESCRIPTION OF OPERATIONS, LOCATIONS/VEHICLES (Attach ACORD 101 Additional Remarks Schedule if more space is required)

Pryor & Morrow Architects and Engineers P.A. is listed as additional insured in regards to General Liability

Waiver of Subrogation is granted in favor of Pryor & Morrow Architects and Engineers P.A. for General Liability

CERTIFICATE HOLDER

Pryor & Morrow Architects and Engineers P.A. P.O. Box 157 Columbus MS 39703-0157	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Stephan P. Pira
--	--

ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD

© 1988-2010 ACORD CORPORATION. All rights reserved



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
12/21/2011

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW THIS EVIDENCE OF PROPERTY INSURANCE DOES NOT AMEND EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW

AGENCY LYON INSURANCE AGENCY INC PO BOX 762 WEST POINT MS 39773-0762		PHONE (A/C No. Ext): 662-494-5576		COMPANY American Zurich Insurance Company	
FAX (A/C No.): 662 494 2247		E-MAIL ADDRESS: gll@lyoninsurance.com			
CODE: 19544083		SUB-CODE:			
AGENCY CUSTOMER ID #:				LOAN NUMBER	
INSURED HENSON CONSTRUCTION CO INC 715 AIRPORT ROAD WEST POINT MS 39773				POLICY NUMBER BR70774163	
		EFFECTIVE DATE 12/21/2011		EXPIRATION DATE 06/21/2012	
				<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED					

PROPERTY INFORMATION

LOCATION/DESCRIPTION
227 COURT STREET
WEST POINT MS 39773

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Builders Risk Coverage Form		\$1 000
Renovations and Improvements	\$225 000	
All Covered Property at all Locations	\$225 000	

REMARKS (Including Special Conditions)

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE ADDITIONAL INTEREST NAMED BELOW BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES

ADDITIONAL INTEREST

NAME AND ADDRESS PRIOR & MORROW ARCHITECTS AND ENGINEERS PA PO BOX 187 COLUMBUS MS 39703	MORTGAGEE	<input checked="" type="checkbox"/>	ADDITIONAL INSURED
	LOSS PAYEE	<input type="checkbox"/>	
	LOAN #		
AUTHORIZED REPRESENTATIVE 			

ACORD 27 (2006/07)

© ACORD CORPORATION 1993 2006 All rights reserved

The ACORD name and logo are registered marks of ACORD



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/21/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S) AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER

IMPORTANT If the certificate holder is an **ADDITIONAL INSURED** the policy(ies) must be endorsed If **SUBROGATION IS WAIVED** subject to the terms and conditions of the policy certain policies may require an endorsement A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s)

PRODUCER LYON INSURANCE AGENCY INC P O BOX 762 325 COMMERCE STREET WEST POINT MS 39773-	CONTACT NAME GIL LYON PHONE (A/C No. Ext.) (662) 494-5576 FAX (A/C No.) (662) 494-2247 E-MAIL ADDRESS INSURER(S) AFFORDING COVERAGE INSURER A EMPLOYERS MUTUAL COMPANY INSURER B INSURER C INSURER D INSURER E INSURER F
INSURED Henson Construction, Inc 715 AIRPORT ROAD West Point MS 39773-	NAIC #

COVERAGES	CERTIFICATE NUMBER	REVISION NUMBER																																								
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS																																										
<table><tr><th>INSR LTR</th><th>TYPE OF INSURANCE</th><th>ADDL INSR</th><th>SUBR WVD</th><th>POLICY NUMBER</th><th>POLICY EFF (MM/DD/YYYY)</th><th>POLICY EXP (MM/DD/YYYY)</th><th>LIMITS</th></tr><tr><td></td><td>GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN L AGGREGATE LIMIT APPLIES PER. <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC</td><td></td><td></td><td></td><td>// //</td><td>// //</td><td>EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS COMP/OP AGG \$</td></tr><tr><td>A</td><td>AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON OWNED AUTOS</td><td>X</td><td>X</td><td>1X8-50-22</td><td>09/03/2011</td><td>09/03/2012</td><td>COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$</td></tr><tr><td></td><td>UMBRELLA LIAB EXCESS LIAB DED RETENTION \$</td><td></td><td></td><td></td><td>// //</td><td>// //</td><td>EACH OCCURRENCE \$ AGGREGATE \$</td></tr><tr><td></td><td>WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes describe under DESCRIPTION OF OPERATIONS below</td><td></td><td>N/A</td><td></td><td>// //</td><td>// //</td><td>WC STATU TORY LIMITS <input type="checkbox"/> OTH ER <input type="checkbox"/> E L EACH ACCIDENT \$ E L DISEASE EA EMPLOYEE \$ E L DISEASE POLICY LIMIT \$</td></tr></table>	INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN L AGGREGATE LIMIT APPLIES PER. <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				// //	// //	EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS COMP/OP AGG \$	A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON OWNED AUTOS	X	X	1X8-50-22	09/03/2011	09/03/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$		UMBRELLA LIAB EXCESS LIAB DED RETENTION \$				// //	// //	EACH OCCURRENCE \$ AGGREGATE \$		WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes describe under DESCRIPTION OF OPERATIONS below		N/A		// //	// //	WC STATU TORY LIMITS <input type="checkbox"/> OTH ER <input type="checkbox"/> E L EACH ACCIDENT \$ E L DISEASE EA EMPLOYEE \$ E L DISEASE POLICY LIMIT \$		
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																																			
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN L AGGREGATE LIMIT APPLIES PER. <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				// //	// //	EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS COMP/OP AGG \$																																			
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON OWNED AUTOS	X	X	1X8-50-22	09/03/2011	09/03/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$																																			
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$				// //	// //	EACH OCCURRENCE \$ AGGREGATE \$																																			
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes describe under DESCRIPTION OF OPERATIONS below		N/A		// //	// //	WC STATU TORY LIMITS <input type="checkbox"/> OTH ER <input type="checkbox"/> E L EACH ACCIDENT \$ E L DISEASE EA EMPLOYEE \$ E L DISEASE POLICY LIMIT \$																																			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101 Additional Remarks Schedule if more space is required)

PRYOR & MORROW ARCHITECTS AND ENGINEERS, P A IS LISTED AS ADDITIONAL INSURED

WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF PRYOR & MORROW ARCHITECTS AND ENGINEERS, P A

CERTIFICATE HOLDER () - (662) 327-8991 PRYOR & MORROW ARCHITECTS AND ENGINEERS, P A PO BOX 167 COLUMBUS MS 39703-0167	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS AUTHORIZED REPRESENTATIVE
--	--

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*}~~Becky Dandy~~, 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 22nd day of December, 2011

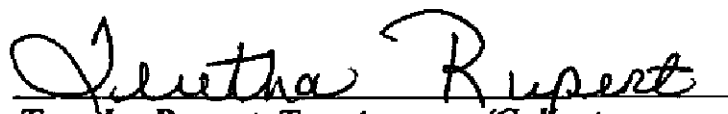
R.B. Damm
PRESIDENT

TERETHA RUPERT, TAX ASSESSOR COLLECTOR
CLAY COUNTY, MISSISSIPPI

OL Style Tags

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
12-15-2011 and 12-15-2011


Teretha Rupert, Tax Assessor/Collector

12-15-2011
Date

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

GREEN & BLUE - TAGS Old STYLE TAGS!

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

MC-3135	696 CYN	515 WRW	FD-1602 FS
MC-2904	697 CYN	516 WRW	FD 1612 FS
MC 2905	698 CYN	517 WRW	FD 162 FS
MC 2906	072 CYN	518 WRW	DB-T5052
MC-2907	073 CYN	519 WRW	DB-T5053
MC 2908	074 CYN	520 WRW	DB-T5054
MC D5638	075 CYN	883 WR2	DB T5055
MC D5639	076 CYN	884 WR2	DB T5056
MC D5640	077 CYN	885 WR2	PTLR-M1065K
MC-5641	078 CYN	886 WR2	
MC D5642	079 CYN	TX 7008	
MC D5643	080 CYN	TX 7009	
MC D5644	081 CYN	TX 7010	
NO 48412	082 CYN	CB 24143	
NO 48413	083 CYN	CB-25706	
638 CYN	084 CYN	CB-25707	
639 CYN	085 CYN	CB-25708	
640 CYN	086 CYN	SB-12110	
641 CYN	087 CYN	SB-12113	
642 CYN	088 CYN	422 B134	
643 CYN	089 CYN	4235 B4	
644 CYN	090 CYN	4245 B4	
645 CYN	091 CYN	B10 4255 B4	
646 CYN	092 CYN	B10 4265 B4	
647 CYN	093 CYN	B10 4275 B4	
648 CYN	094 CYN	B10 4285 B4	
649 CYN	095 CYN	B10 4295 B4	
650 CYN	096 CYN	B10 5667 B2	
685 CYN	097 CYN	B10 5677 B2	
686 CYN	098 CYN	DB-7051	
687 CYN	099 CYN	FD-442511	
688 CYN	100 CYN	FD 1532 FS	
689 CYN	FL-10059	FD-1542 FS	
690 CYN	FL 10060	FD 1552 FS	
691 CYN	FL 10061	FD 1556-25	
692 CYN	FL 10062	FD 1572 FS	
693 CYN	FL 10063	FD 1582 FS	
694 CYN	AM-1255	FD 1592 FS	
695 CYN	AM 1377		

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 ~~Recky Denny~~ ^{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 22nd day of December, 20 11

R.B. 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
Oct 24, 2011 and December 02, 2011*

*Teretha Rupert
Teretha Rupert, Tax Assessor/Collector*

*12-15-2011
Date*

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

10-24	CYR 754	CY 460	11-15	CYS 233	CYI 80
	CYI 176	CYB 069		CYH 521	CY458V
	CYR 592	CYR 502		KUC 136	CYD 043
	CYC 560	CYS 135		Blo-3AK872	CYG 722
10-25	CYI 273	11-2	CYS 124	CY/K649	CYA 750
	CYR 046		DB/L2443	CYA 231	CYN 144
	CYH 400		CYS 520	CY6 606	CYN 053
10-26	CYH 574		CYA 227	CYS 438	CYG 594
	TM2 513		CYA 450	CYM 983	143 KJK
	CYH 861		CYP 774	F10/AW502	CYM 582
	CYI 140		CYA 050	11-16	DB C280B
	CY4 185		CYA 525	MSU 0648m	CYI 059
	CYA 425		Blo/3AK963	CY6 225	WOD/60700
	CYC 431		CYM 143	KTB 280	LUN 529
	CYR 885	11-4	CYL 389	CYI 038	Blo-3AK711
			KPA 014	CYP 031	CYD 200
10-27	DBA 2026	11-7	CYL 750	CYL 852	MC A7903
	DBI 2908		CYN 140	CYA 132	CY5 738
	CYM 420	11-8	CYB 748	AT-199572	CY6 211
	CY7 219		CYI 340	F10-1AE779	CYI 357
			CYM 562	MSU-822m7	CYR 756
10-28	CYP 372	11-9	1AW527	11-21	CF/DO44CF
	MC 47548		CYA 1673	CYS 182	12-1
	CYL 650		EP 1837EP	CYM 819	DEP 432
	DB 03456	11-10	EP 1838EP	DB L2477	CY5882
	MKE 809		CYN 759	CYL 090	CYP 715
	VR Kiera1		CYL 251	CY2 304	CYI 157
	CY936		CY3483	CYI 439	CYA 462
10-31	CY2110		CYP 145	DU/J828DU	VR M2 T51
	CYA 758		DB/C26T1	CYA 538	12-2
	CYA 167		LC/195307	MJ2 H61	DBL 2501
	CYD 190		CMA 176	CY4-554	CYI 519
	CY9 784		CYI 980	CYM 867	CYB 643
11-1	CY4515		CYD 909	CYP-073	MSU 7301.2
	CYR 321		DBQ 084	11-22	KUC 478
	DBL 2499		DB L2497	LUV 105	CY6 238
	CY 2459	11-14	CYH 290	DB I9190	NG 60003
	CY2555			CYK 583	UM/744K7
	12th March			CY3400	14TT-049
					DB/L2446

NO _____

IN THE MATTER OF THE CHANCERY CLERK SETTLING TO THE COUNTY
UNCLAIMED FUNDS FROM CHANCERY CAUSE NO 14,332

There came on this day for consideration the matter of the Chancery Clerk settling to the county unclaimed funds from Chancery Cause No 14,332

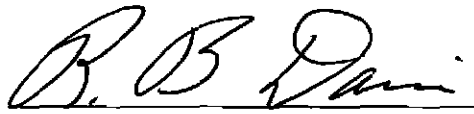
It appears that Daryl Blake who was a defendant in chancery court Cause No 14,332, concerning a Special Commissioner's sale of land received \$65 24 as his share and

It appears that Daryl Blake never claimed his share and can not be located after search and inquiry, and said \$65 24 has been held by the Chancery Clerk in his court account, and

It appears that Harmon A Robinson's term as Chancery Clerk ends December 31, 2011 and he wishes to tender said unclaimed amount into the General Fund of Clay County Mississippi to be held until such time as it may be claimed by Daryl Blake or his heirs ~~if~~ there be any

After motion by Mr Horton and second by Mr Lummus this Board doth vote unanimously to receive the \$64 24 into the county's General Fund

So ordered this the 22nd day of December, 2011


President

IN THE CHANCERY COURT OF CLAY COUNTY, MISSISSIPPI

UNGENNETTE BRANTLEY

PLAINTIFF

VS

CAUSE NO 14,332

MAMIE BLAKE, DARLY BLAKE DEWAYNE
BLAKE DERRICK BLAKE AND DENA BLAKE

DEFENDANTS

AFFIDAVIT

Comes now Harmon A Robinson, Chancery Clerk, filing this affidavit and would respectfully represent to the Court the following facts to-wit

I

That at the time of the Decree approving Special Commissioner's Sale of Land in Cause No 14 332 on December 30 1983, Daryl Blake was to receive his share, 2/45, of the proceeds of said sale less costs and that Darvl Blake never came forward to claim his share

II

That on December 30 1983, Darvl Blake s share being \$65 24 in cash was placed in an envelope and said envelope was placed in the safe among other papers in the Clay County Chancery Clerk s office

III

That in July 1997, said envelope, with proceeds inside, was discovered in the safe in the Clay County Chancery Clerk's office

FILED ON THIS DATE
CLAY COUNTY

JUL 30 1997

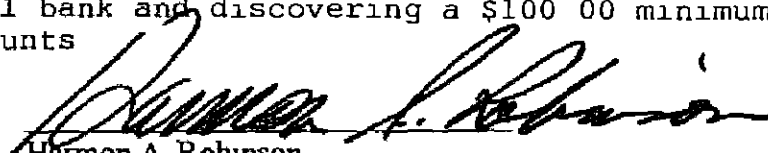
// *DP*

IV

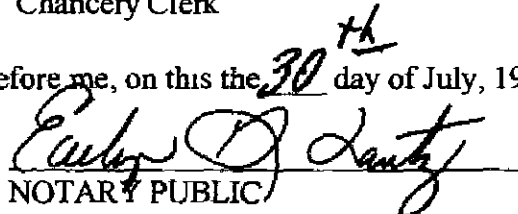
That on July 30, 1997, said proceeds, \$65 24, were deposited in the Clay County

Chancery Court Clerk's Clearing Account for safe keeping until claimed by Daryl Blake,
after checking with local bank and discovering a \$100 00 minimum
on passbook savings accounts

Har


Harmon A. Robinson
Chancery Clerk

SWORN to and subscribed before me, on this the 30th day of July, 1997

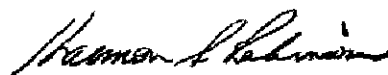

NOTARY PUBLIC

My Commission expires

9-18-97

FILED ON THIS DATE
CLAY COUNTY

JUL 30 1997



CLAY COUNTY, MISSISSIPPI
CHANCERY COURT
HARMON A. ROBINSON CHANCERY CLERK
P.O. BOX 815
WEST POINT, MS 39773

1032

85 144 842

PAY
TO THE
ORDER OF

DATE

12/28/11

\$ 65.²⁴

DOLLARS

CADENCE.

BANKING

CADENCE BANK, N.A.
1-800-636-7622

FOR

Cause 14,332 undervalued proceeds

Harmon A. Robinson

⑈001032⑈ ⑈084201443⑈ 134 8208 8⑈

ORDER OF THE BOARD OF SUPERVISORS OF CLAY COUNTY ACCEPTING
THE CONTRACT FOR STATE AID
PROJECT NO SAP-13(6)M

WHEREAS, the Board of Supervisors of Clay County Mississippi awarded a contract to J C Cheek Contractors, Inc , known as STATE AID Project No SAP-13(6)M,

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


NOW, THEREFORE, IT IS HEREBY ORDERED by this Board that the contractor for the project designated above, be released from further maintenance responsibility under the contract, effective **DECEMBER 12, 2011**

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


President, Board of Supervisors

CLAY COUNTY, MISSISSIPPI

This is to certify that the foregoing is a true and correct copy of an order passed by the Board of Supervisors of Clay County, Mississippi, entered into the minutes of said Board of Supervisors, Minute Book No 130, Page No , same having been adopted at a meeting of said Board of Supervisors on the 22 day of December, 20 11


Clerk of Board of Supervisors

CLAY COUNTY, MISSISSIPPI

NO _____

IN THE MATTER OF AUTHORIZING TRAVEL FOR THE CLAY COUNTY
CORONER'S OFFICE

There came on this day for consideration the matter of authorizing travel for the
Clay County Coroner's office

It appears that the coroner's winter meeting is taking place January 11, 12, and
13, 2012 in Jackson, Mississippi, and

It appears that the registration fee is \$300 00

It appears that 10 hours of continuing education will be received by those in
attendance

After motion by Mr. Horton and second by Mr. Lunn
this Board doth vote unanimously to authorize travel for the Clay County Mississippi
Coroner to attend the Coroner's Winter meeting in Jackson, MS on January 11, 12, and
13, 2012

SO ORDERED this the 22nd day of December, 2011



PRESIDENT

NO _____

IN THE MATTER OF SPREADING ON THESE MINUTES THE CHANCERY CLERK'S
CERTIFICATE OF ATTENDANCE

There came on this day for consideration the matter of spreading on these minutes the
Chancery Clerk's Certificate of Attendance

After motion by Mr McKee and second by Mr Lummus this Board votes unanimously to
spread on these minutes the Chancery Court's Certificate of Attendance for the Chancery Clerk
to receive 6 hours of mandatory education for attending Chancery Court. See exhibit A.

So ordered this the 22nd day of December, 2011


President

IN THE CHANCERY COURT OF CLAY COUNTY, MISSISSIPPI

14,592

IN THE MATTER OF CONTINUING EDUCATION OF
HARMON A. ROBINSON, CHANCERY CLERK

CERTIFICATE OF ATTENDANCE

On this day, Harmon A. Robinson, the Chancery Clerk of Clay County, came on to be heard the matter of credit of hours for continuing education for the Chancery Clerk. After hearing the same, this Court is of the opinion that Section 9-5-132 of the Mississippi Code of 1972, as amended by Chapter 595, Laws of 1993, authorizes the presiding Chancery Court Judge to certify that the Clerk may receive credit for up to six (6) hours of annual mandatory continuing education.

IT IS THEREFORE CERTIFIED THAT, Harmon A. Robinson, Chancery Clerk, attended a term or terms of the Chancery Court of Clay County, during the year 2011.

This the 9th day of December, 2011

FILED ON THIS DATE
CLAY COUNTY

DEC - 9 2011

Harmon A. Robinson

[Signature]
CHANCELLOR

Exhibit A

410/159

NO _____

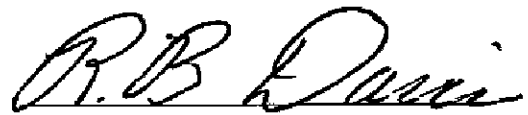
IN THE MATTER OF CHANGE ORDER NO 2 FOR THE ENERGY GRANT PROJECT

There came on this day for consideration the matter of Change Order No 2 for the Energy Grant Project

It appears to this Board that the hot water heaters is an item that can be deducted from the specification's without reducing the effectiveness of the project

After motion by Mr McKee and second by Mr Lummus this Board doth vote unanimously to approve change order No 2 as presented by John Cunningham, Project Engineer

So ordered this the 22nd day of December, 2011


President

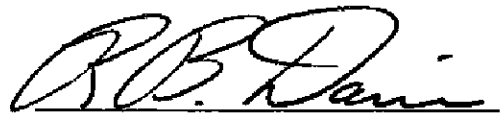
NO _____

IN THE MATTER OF FINAL PAYMENT TO LEGACY BUILDERS FOR THE CLAY
COUNTY AGRICULTURAL SCHOOL RENOVATION PROJECT

There came on this day for consideration the matter of final payment to Legacy Builders
for the Clay County Agricultural School Renovation Project

After motion by Mr McKee and second by Mr Horton this Board doth unanimously to
approve payment of \$8,191 63 to Legacy Builders

So ordered this the 22nd day of December, 2011


President

NO _____

IN THE MATTER OF PARTICIPATING IN THE MISSISSIPPI PARTNERSHIP
COUNSELING TO CAREER YOUTH PROGRAM

There came on this day for consideration the matter of participating in the Mississippi Partnership Counseling to Career Youth Program

After motion by Mr Horton and second by Mr Lummus this Board doth vote
unanimously to authorize the President to execute the attached agreement marked exhibit A

So ordered this the 22nd day of December, 2011


President

The Mississippi Partnership
Counseling to Career (C2C) Youth Program
Work Experience & Summer Work Experience
Worksite Agreement

This worksite agreement is between East Mississippi Community College, the WIA youth program provider (an agent of the Mississippi Partnership Local Workforce Investment Area), and Clay County MS, the worksite employer. The purpose of this agreement is to set forth the guidelines to provide WIA eligible youth with basic work skills in order that the youth will be better able to compete for available jobs in the local labor market.

SECTION I - Regulations for District 1, Clay County (Worksite Employer)

1. Sufficient work must be available to occupy the youth
2. The worksite will have enough equipment and/or materials to perform the tasks assigned to each enrollee
3. The worksite will comply with the regulations of the Workforce Investment Act, the Mississippi Partnership, and/or East Mississippi Community College
4. Working conditions are sanitary and safe, and each enrollee will work in a safe manner
5. No enrollee shall, on the grounds of race, color, religion, sex, national origin, disability, or political affiliation or believe, be discriminated against or denied employment as a participant
6. Enrollee will be utilized only in the agreed upon job(s)
7. Regulations regarding Child Labor Laws must be followed
8. Enrollees may not be employed on construction jobs or maintenance of a facility that is used for religious instruction or worship
9. The Employer will notify the youth provider if any enrollee quits or fails to report to work for two consecutive days
10. Enrollees should be treated as regular employees. The Worksite Supervisor may not dismiss an enrollee from the program, but may request that EMCC remove an enrollee from the worksite. If a Worksite Supervisor does request that an enrollee be removed, EMCC cannot guarantee that another enrollee will be available to fill the vacancy.

Exhibit A

If a problem with an enrollee arises, the problem should be immediately reported to EMCC. The problem will be solved or the enrollee will be reassigned to another worksite. If the situation warrants, the enrollee will be terminated from the work experience component of the youth program.

11. If the enrollees are working at several sites other than this worksite agency's main office, a sign-out procedure will show exactly where the enrollees are working must be kept at all times.
12. Constant supervision by a competent adult will be provided at all times by the worksite agency and will not exceed the 1:5 supervision ratio. Each supervisor should receive a copy of the Worksite Supervisor Orientation Manual and read and be familiar with its contents.
13. The worksite agency will complete the enrollee's time and attendance report and submit it to the youth provider in a timely manner. Unexcused absences should be noted on the time/attendance form and reported to the youth provider for action. Excessive unexcused absences could result in dismissal from the program.
14. Three Rivers Planning and Development District, fiscal/administrative agency for the Mississippi Partnership Local Workforce Investment Area, and/or other state or federal representatives may monitor the worksite to ensure that both the youth provider and the worksite employer are in compliance with this agreement.
15. No currently employed worker shall be displaced by any work experience participant, including partial displacement such as reduction in hours of non-overtime work, wages, or employment benefits.
16. The Employer will notify the youth provider of the receipt from any person of any written or oral complaint relating to the conditions of this agreement and will assist in any investigation undertaken, whether by the Mississippi Department of Employment Security or the Mississippi Partnership Local Workforce Investment Area to ascertain facts relevant to the complaint.
17. The Employer will perform evaluations on each work experience participant on a regular basis and will report any problems that cannot be resolved to the youth provider.
18. The Employer understands that a representative from the youth provider will monitor the worksite on a regular basis.

- 19 Enrollees may work a maximum of 40 hours per week. If the enrollee is permitted to work beyond the limit set by the youth provider, the wages for those hours worked in excess of the limit will become the responsibility of the worksite agency.

SECTION II Regulations for EMCC (Youth Provider)

- 1 The youth provider will provide forms to be used to record time and attendance, which must be signed by the youth enrollee and Employer and submitted to the youth provider in accordance.
- 2 Enrollees may be paid the prevailing wage rate for the business/enterprise but shall not be paid less than the current minimum wage rate per hour. The subcontractor is responsible for paying each enrollee for hours set forth by this agreement.
- 3 Enrollees shall be covered by Worker's Compensation Insurance provided by this agency for work related accidents. Accidents occurring on the job should be reported promptly to

Youth Provider EMCC Phone Number 662-243-1909

- 4 The Youth Provider will monitor all job site(s) in conjunction with the Mississippi Partnership Local Workforce Investment Area's requirements in order to ensure that this agreement is being carried out properly.

SECTION III Statement of Work

- 1 Name of Agency
- 2 Type of Agency
- 3 Address
- 4 Regular Functions of Agency
- 5 Contact Person and Number Carey
- 6 Job Titles and Immediate Supervisor for Enrollees
- 7 Agency Hours
- 8 Number of Enrollees
- 9 This worksite employer and the youth provider will adhere to the above criteria and all guidelines of the Rules and Regulations

governing the work experience and summer work experience element
of the WIA youth program

EAST MISSISSIPPI COMMUNITY
COLLEGE

Otis B Taylor, Workforce Director

Date _____

Clay County Mississippi
Company Name and Location

B. B. Rain
Company Representative

Date: 12/22/11

NO _____

IN THE MATTER OF SPREADING ON THESE MINUTES CERTIFICATES OF
ATTENDANCE FOR CHANCERY CLERK ELECT AMY BERRY ~~AND~~ SHERIFF ELECT
EDDIE SCOTT

There came on this day for consideration the matter of spreading on these minutes
Certificates of Attendance for Chancery Clerk Elect Amy Berry and Sheriff Elect Eddie Scott

It appears that Amy Berry and Eddie Scott attended the necessary training for newly
elected officials orientation and successfully completed the courses offered , The Certificates of
Attendance are attached hereto as exhibits A & B

After motion by Mr Horton and second by Mr McKee this Board doth vote unanimously
to spread on these minutes these minutes the certificates referenced herein

So ordered this the 22nd day of December, 2011


President



Certificate of Attendance

The University of Mississippi Law Center
Awards this Certificate to

Amy Berry

for having attended the
New Chancery and Circuit Clerk Orientation
Cabot Lodge Millsaps ~ Jackson, Mississippi
December 5-9, 2011

conducted by the
Mississippi Judicial College

Jonda E. Beasley
Program Manager

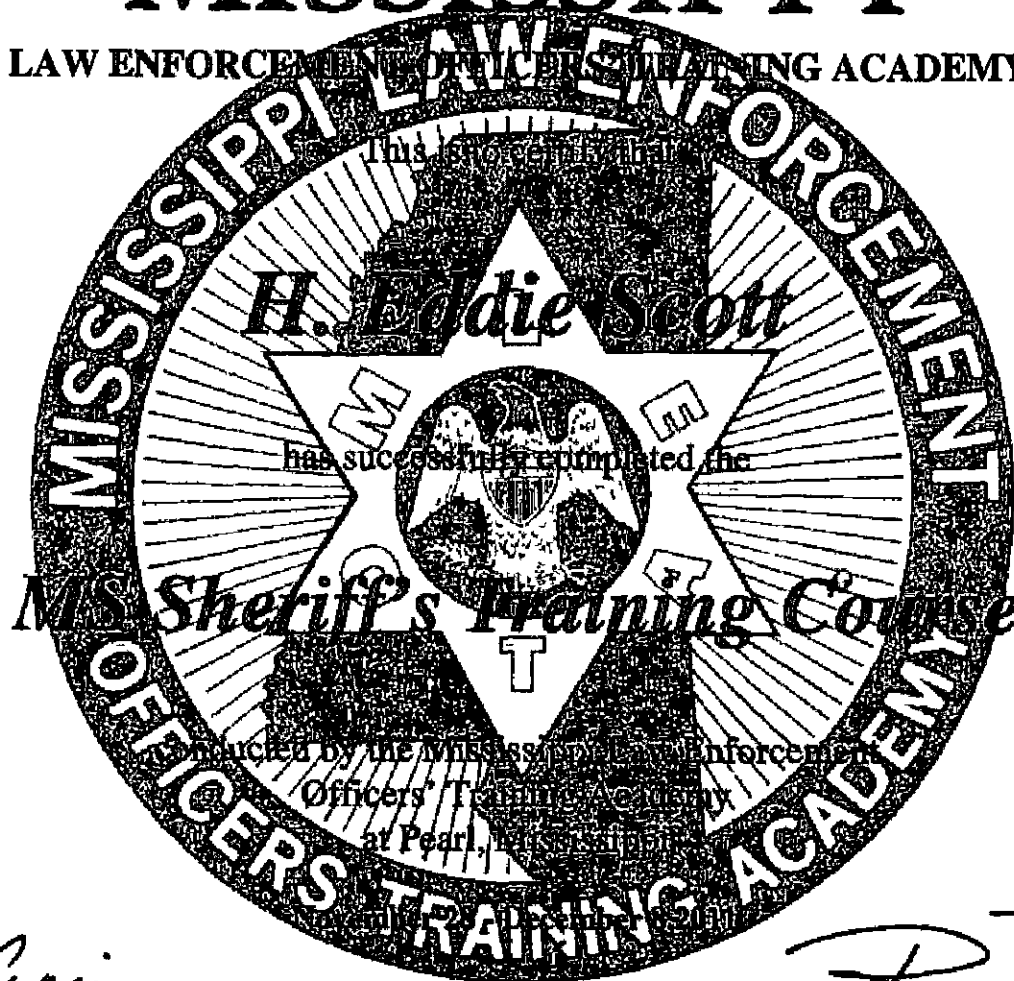
[Signature]
Director

EXHIBIT A

Exhibit B

MISSISSIPPI

LAW ENFORCEMENT OFFICERS' TRAINING ACADEMY



Pat Cronin
Pat Cronin, Director

Ray Proby
In-Service Coordinator, Ray Proby


NO _____

IN THE MATTER OF AUTHORIZING THE PRESIDENT OF THIS BOARD TO EXECUTE
A LEASE WITH THE COMMUNITY FRIENDSHIP UNION OF TIBBEE

There came on this day for consideration the matter of authorizing the President of this Board to execute a lease with the Community Friendship Union of Tibbee

After motion by Mr Lummus and second by Mr McKee this Board doth vote unanimously to authorize the President to execute the attached lease agreement with Community Friendship Union marked as exhibit A

So ordered this the 22nd day of December, 2011


President

LEASE AGREEMENT

WHEREAS, the Clay County Board of Supervisors, hereinafter referred to as "LESSOR," has determined that, in order to promote the health, welfare and provide public recreation for the citizens of Clay County, Mississippi, it should lease a concrete court with basketball goals for the recreation of the citizens of the community thereof, and

WHEREAS, the Community Friendship Union ("CFU"), hereinafter referred to as LESSEE, owns such a facility and is willing to lease same to the County for that purpose

NOW THEREFORE, the parties do hereby enter into this Lease Agreement as follows

For and in consideration of One Dollar (\$1 00), cash in hand paid and other good and valuable consideration, the LESSOR does hereby lease unto the LESSEE, for the use of the multiple purpose concrete courts and basketball goals for recreation, located and situated on the following described property located in Clay County, Mississippi, to-wit

Beginning at the intersection of the East boundary of the West Half of the Southwest Quarter of Section 10 Township 19 North, Range 16 East, Clay County, Mississippi, and the North right-of-way of Tibbee Road and run North 420 feet along the East boundary of the West Half of the Southwest Quarter in the center of Community Center Road and the point of beginning, thence West 210 feet, thence South 110 feet, thence East 210 feet to intersect at the East boundary of the West Half of the Southwest Quarter of Community Center Road containing 5 acres, more or less

pursuant to the following terms and conditions, to-wit:

1 This lease is for a one (1) year term and shall be automatically renewable on an annual basis unless either LESSOR or LESSEE gives the other party thirty (30) days written notice of its intent to cancel the lease

2 LESSEE will provide for the maintenance of the facility leased herein by providing power for lights, maintaining the grounds, including the grass, on an annual basis and shall keep the property in good condition, weather permitting

3 LESSOR does hereby grant unto LESSEE as part of this Lease Agreement the existing parking area owned by the LESSOR adjacent to the leasehold estate and concrete courts

4 LESSEE shall, on a regular basis, maintain rules and regulations for the use of such facility and have same posted on the property The community shall be allowed to have input with the LESSEE relative to specific rules and regulations so the facility leased herein can be utilized for the benefit of the community

5 LESSEE agrees to maintain liability insurance with its present insurance carrier relative to the leased premises herein and the use of same by the LESSEE

WITNESS OUR SIGNATURES, this the 22nd day of December, 2011

COMMUNITY FRIENDSHIP UNION

BY

Joe B. Amos


Chairman of the Board of Trustees

LESSOR

CLAY COUNTY BOARD OF SUPERVISORS

BY 
R B Davis, President

Attest:




Harmon A Robinson, Clerk

LESSEE

STATE OF MISSISSIPPI
COUNTY OF CLAY

Personally appeared before me, the undersigned authority of law in and for said State and County aforesaid, on this the 22nd day of December, 2011, within my jurisdiction, the within named Joe B. Umas, Chairman of the Board of Trustees for Community Friendship Union, who acknowledged that he executed the foregoing Lease Agreement on the day and year therein written, for and on behalf of and as the act of Community Friendship Union, he being fully authorized so to do

(SEAL)



NOTARY PUBLIC

My commission expires

Circuit Clerk & Ex-Officio Notary Public
My Commission Expires Jan 4, 2016

STATE OF MISSISSIPPI
COUNTY OF CLAY

Personally appeared before me, the undersigned authority of law in and for said State and County aforesaid, on this the 22nd day of December, 2011, within my jurisdiction, the within named R.B DAVIS and HARMON A ROBINSON, President and Clerk, respectively, of the Clay County Board of Supervisors, a public body, who each acknowledged that they executed the foregoing Lease Agreement on the day and year therein written, for and on behalf of and as the act of the Clay County Board of Supervisors, they being fully authorized so to do

Robert D. Larey, Jr.
By Susan Platt, Jr.
NOTARY PUBLIC

(SEAL)

My commission expires _____
Circuit Clerk & Ex-Officio Notary Public
My Commission Expires Jan 4, 2016

NO _____

IN THE MATTER OF PAYING BACCO FOR A DISTRICT ONE CLAIM FOR GRAVEL

There came on this day for consideration the matter of paying Bacco for a District One claim for gravel

It appears that Stephen Gardner hauled gravel on December 5, 2011 and December 6, 2011 for a total of \$1,413 23, and that BACCO was not the vendor selected by annual bid This was done in error

After motion by Mr Horton and second by Mr Deanes this Board doth vote unanimously to pay BACCO \$1,413 23 for said claim

So ordered this the 22nd day of December, 2011



President



Bacco Materials
P O Box 1208
Mt Olive MS 39119
601-797-4551

INVOICE

Invoice #	11087
Date	12/9/11
Customer No	60038
Job #	03194
PO #	30480

Sold To CLAY CO DIST 1
PURCHASE CLERK
P O BOX 815
WEST POINT MS 39773

Delivered To PURCHASE CLERK
P O BOX 815
WEST POINT MS 39773

Sale Date	Ticket	Units	UM	Unit Price	Matl Total	Tax Code	Tax	Total
ATERIAL Washed Gravel								
12/5/11	337041	25 480	TON	9 25 E	235 69	MSE	0 00	235 69
12/5/11	337046	25 480	TON	9 25 E	235 69	MSE	0 00	235 69
12/5/11	337057	25 390	TON	9 25 E	234 86	MSE	0 00	234 86
Total	Material	76 350	TON		706 24		0 00	706 24
ATERIAL Washed Gravel								
12/6/11	337107	25 470	TON	9 25 E	235 60	MSE	0 00	235 60
12/6/11	337113	25 460	TON	9 25 E	235 51	MSE	0 00	235 51
12/6/11	337126	25 500	TON	9 25 E	235 88	MSE	0 00	235 88
Total	Material	76 430	TON		706 99		0 00	706 99
Total Invoice					1,413.23		0 00	1,413 23

Material	Description	Units	UM
212	Washed Gravel	152 78	TON

Exhibit A

Payment Type On Account

ay Terms Code NET30	Total	1,413 23
ay Terms Net Due in 30 Days		

BACCO MATERIALS, INC
P O BOX 1208
MOUNT OLIVE MISSISSIPPI 39119

Phone - Mt Olive - (601) 797-4551
Columbus - (662) 434-0171
Ticket No 337041

CUSTOMER INFORMATION
=====

OFFICE USE
=====

Date: 12/05/2011 Time: 8 15 AM

Customer:	CLAY CO. DIST. 1	60038
	PURCHASE CLERK	
	P. O BOX 815	
	WEST POINT, MS 39773	
P. O. NO:	30480	
Project		03194
Location		
Material	WASHED GRAVEL	212
Trucker	CLAY COUNTY (1)	CCA - 001 TRUCKHIRE-N
Mat Type	TON	T
Plant	Weyerhaeuser	200
Pit:	Weyerhaeuser	170
Gross*	83,960 LB	
Tare	33,000	
Net	50,960	
TONS	25 48	
Load#	1	
Day Total	25 48	

Trucker: Stephen J. Baker

Customer: _____

BACCO MATERIALS, INC
P O BOX 1208
MOUNT OLIVE MISSISSIPPI 39119

Phone - Mt Olive - (601) 797-4551
Columbus - (662) 434-0171
Ticket No 337046

CUSTOMER INFORMATION

OFFICE USE

Date 12/05/2011 Time 9 06 AM

Customer CLAY CO DIST. 1
PURCHASE CLERK
F O BOX 815
WEST POINT, MS 39773
P O NO. 30480
Project
Location
Material WASHED GRAVEL
Trucker CLAY COUNTY (1)
Mat Type TON
Plant Weyerhaeuser
Pit Weyerhaeuser

60038

03194

212

CCA - 001 TRUCKHIRE-N

T

200

170

Gross: 83,960 LB

Tare: 33,000

Net: 50,960

TONS. 25 48

Load# 2 Day Total 50 96

Trucker

Customer

BACCO MATERIALS, INC
F. O BOX 1208
MOUNT OLIVE, MISSISSIPPI 39119

Phone - Mt Olive - (601) 797-4551
Columbus - (662) 434-0171
Ticket No 337057

CUSTOMER INFORMATION
=====

OFFICE USE
=====

Date 12/05/2011 Time 10 10 AM

Customer	CLAY CO DIST 1	60038
	PURCHASE CLERK	
	F O BOX 815	
	WEST POINT, MS 39773	
F O NO	30480	
Project		03194
Location		
Material	WASHED GRAVEL	212
Trucker	CLAY COUNTY (1)	CCA - 001 TRUCK HIRE-N
Mat Type	TON	T
Plant	Weyerhaeuser	200
Fit	Weyerhaeuser	170

Gross* 83,780 LB
Tare: 33,000
Net* 50,780
TONS: 25 39

Load#. 3 Day Total 76 35

Trucker

Customer

Stephen J. Smith

BACCO MATERIALS, INC
P O BOX 1208
MOUNT OLIVE, MISSISSIPPI 39119

Phone - Mt Olive - (601) 797-4551
Columbus - (662) 434-0171
Ticket No 337107

CUSTOMER INFORMATION
=====

OFFICE USE
=====

Date 12/06/2011 Time 8 17 AM

Customer CLAY CO DIST 1
PURCHASE CLERK
P O BOX 815
WEST FOINT, MS 39773
P O NO. 30480

60038

Project
Location
Material
Trucker
Mat Type
Plant
Fit

WASHED GRAVEL
CLAY COUNTY (1)
TON
Weyerhaeuser
Weyerhaeuser

03194

212
CCA - 001 TRUCKHIRE-N
T
200
170

Gross 83,940 LB
Tare 33,000
Net 50,940
TONS 25 47
Load# 1 Day Total 25 47

Trucker

Customer



BACON MATERIALS INC
P O BOX 1208
MOUNT OLIVE MISSISSIPPI 39119

Phone - Mt Olive - (601) 797-4551
Columbus - (662) 434-0171
FAX - 337-113

CUSTOMER INFORMATION
=====

OFFICE USE
=====

Date 12 06 2011 Time 9 52 AM

Customer CLAY CO DIST 1
PURCHASE CLERK
P O BOX 815
WEST POINT, MS 39773
F O NO 30480 -
Project
Location
Material WASHED GRAVEL
Trucker CLAY COUNTY (1)
Mat Type TON
Plant Weyerhaeuser
Pit Weyerhaeuser

60038

03194

212

CCA - 001 TRUCKHIRE-N

T

E00

170

Gross 83 920 LB
Tare 33,000
Net 50,920
TONS 25 46
Load# 2 Day Total 50 93

Trucker

Customer

Stephen J. Smith

BACCO MATERIALS, INC
P O BOX 1208
MOUNT OLIVE, MISSISSIPPI 39119

Phone - Mt Olive - (601) 797-4551
Columbus - (662) 434-0171
Ticket No 337126

CUSTOMER INFORMATION
=====

OFFICE USE
=====

Date 12/06/2011 Time 12 54 PM


Customer CLAY CO DIST 1
PURCHASE CLERK
P O BOX 815
WEST POINT, MS 39773
P O NO 30480
Project
Location
Material WASHED GRAVEL
Trucker CLAY COUNTY (1)
Mat Type TON
Plant Weyerhaeuser
Fit Weyerhaeuser

60038

03194

212
CCA - 001 TRUCKHIRE-N
T
200
170

Gross 84,000 LB
Tare: 33,000
Net 51,000
TONS: 25 50
Load#: 3 Day Total 76.43

Trucker 
Customer: _____

NO _____

IN THE MATTER OF AN APPOINTMENT AND REAPPOINTMENT OF COMMISSIONERS
TO THE EMERGENCY COMMUNICATION DISTRICT AS AUTHORIZED BY
SECTION 19-5-307

There came on this day for consideration the matter of an appointment and reappointment of commissioners to Emergency Communication District as authorized by Section 19-5-307

It appears Laddie Huffman, Bobby Lane have terms that expire January 1, 2012 and Mr Huffman and Mr Lane do not wish to serve on the 911 Board and

It appears to this Board that Eddie Scott and Tim Brinkley wish to serve, and

It appears that Alvin Carter, Larry Barton, and Harmon A Robinson had terms that expired January 1, 2011 but their reappointment was inadvertently overlooked at that time Alvin Carter, Larry Barton and Harmon A Robinson have continued to serve and this Board hereby reappoints them to a four (4) year term beginning January 1, 2011 and ending January 1, 2015

After motion by Mr Lummus and second by Mr McKee this Board doth vote unanimously to appoint Eddie Scott and Time Brinkley to four year terms on the 911 Board beginning January 1, 2012, and reappoint Alvin Carter, Larry Barton, and Harmon A Robinson to four year terms on the 911 Board beginning January 1, 2011

So ordered this the 22nd day of December, 2011


President

NO _____

IN THE MATTER OF DEBORAH MYER'S APPOINTMENT TO THE POSITION OF
DEPUTY PURCHASE CLERK OF CLAY COUNTY, MISSISSIPPI

There came on this day for consideration the matter of Deborah Myer's appointment to the position of Deputy Purchase Clerk of Clay County Mississippi

It appears that Teresa Ware will retire February 1, 2012 and be separated from her duties as Purchase Clerk for ninety (90) days and return May 1, 2012, and

It appears that Deborah Myers has knowledge and experience as Purchase Clerk and would be a suitable choice to conduct the duties and business of the Purchase Clerk's office during that ninety (90) day period Teresa Ware will be separated from the Purchase Clerk's office

After motion by Mr McKee and second by Mr Deanes this Board doth vote unanimously to appoint Deborah Myers as Deputy Purchase Clerk to handle all duties of the Purchase Clerk's office during Teresa Ware's separation and to compensate her during the ninety days (February 1, 2012 to May 1, 2012) at a rate of pay that would be one-half of the Purchase Clerk's salary being the same that Ms Ware will be paid upon her return to the duties as Purchase Clerk

So ordered this the 22nd day of December, 2011


President

NO _____

IN THE MATTER OF REAPPOINTMENT OF MILTON SUNDBECK TO THE BOARD OF
THE GOLDEN TRIANGLE REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

There came on this day for consideration the matter of the reappointment of Milton Sundbeck to the Board of the Golden Triangle Regional Solid Waste Management Authority

It appears to the Board that the term of Milton Sundbeck will expire December 31, 2011 and that it would be beneficial for the Board of Supervisors to reappoint Mr Sundbeck to a four (4) year term on said Board effective January 1, 2012

After motion by Mr McKee and second by Mr Horton this Board doth vote unanimously to appoint Milton Sundbeck to the Board of the Golden Triangle Regional Solid Waste Management Authority for a four (4) year term effective January 1, 2012

So ordered this the 22nd day of December, 2011



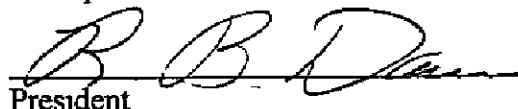
President

NO _____

IN THE MATTER OF EXECUTIVE SESSION TO DISCUSS A PERSONNEL MATTER AS
AUTHORIZED BY SECTION 25-14-7(4)(A)

Mr Deanes made the motion and Mr Lummus seconded the motion abd a unanimous vote was taken to move into executive session

Mr Lummus made a motion to return to open session and Mr Deanes seconded the motion A unanimous vote was taken and the Board returned to open session


President

IN THE MATTER OF THE RETIREMENT OF TERESA WARE, PURCHASE CLERK

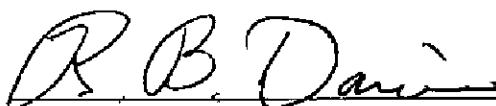
There came on this day for consideration the matter of the retirement of Teresa Ware,
Purchase Clerk

It appears to the Board that Teresa Ware will retire February 1, 2012

It appears that it would benefit Clay County to rehire Teresa Ware as Purchase Clerk beginning May 1, 2012 and shall employ her according to PERS Board Regulation 34, and Section 25-11-127 of the Mississippi Code 1972 which will be for a period of time not to exceed one-half the normal working days or hours for the full-time Purchase Clerk's position during the state fiscal year and will receive no more than one-half of the salary in effect at the time of her employment as Purchase Clerk

After motion by Mr Deanes and second by Mr Lummus this Board doth vote unanimously to accept Teresa Ware's retirement as of February 1, 2012 and to rehire her as Purchase Clerk May 1, 2012 according to the terms as outline herein above

So ordered this the 22nd day of December, 2011


President

NO _____

IN THE MATTER OF AUTHORIZING TRAVEL FOR AMY BERRY TO ATTEND
COMPTROLLERS MEETING


There came on this day for consideration the matter of authorizing travel for Amy Berry to attend Comptrollers Meeting

It appears that the Comptroller's winter meeting is taking place January 10, 2012 in Jackson, Mississippi, and

It appears that the training received will benefit Clay County

After motion by Mr Horton and second by Mr Lummus this Board doth vote unanimously to authorize travel for the Clay County Mississippi Comptroller Amy Berry to attend the Comptrollers Winter Meeting in Jackson, MS on January 10, 2012

So ordered this the 22nd day of December, 2011


President

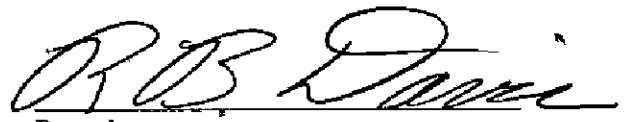
NO _____

IN THE MATTER OF APPOINTING BOBBY HORNER AS COUNTY FIRE
INVESTIGATOR

There came on this day for consideration the matter of appointing Bobby Horner as
County Fire Investigator

After motion by Mr Horton and second by Mr Lummus this Board doth vote
unanimously to appoint Bobby Horner as County Fire Investigator See attached exhibit A

So ordered this the 22nd day of December, 2011


President

MISSISSIPPI DEPARTMENT OF INSURANCE

Division of Fire Services Development

P O Box 79

Jackson, MS 39205-0079

601-359-1062

COUNTY FIRE INVESTIGATOR FORM

2011

NAME OF COUNTY CLAY

COUNTY FIRE INVESTIGATOR'S NAME BOBBY HARNER

ADDRESS 218 W Broad St PHONE (DAY) 662-494-5154

PHONE (NIGHT) 662-494-1460

WORK STATUS

FULL-TIME DEPUTY ☐ PART-TIME DEPUTY ☒ SPECIAL DEPUTY ☐ OTHER ☐
(PLEASE SPECIFY)

I Laddie Huffman, Sheriff of Clay, have appointed Bobby Harner as Deputy of said county on Dec 20 11 as fire investigator. This appointment has been approved by the board of supervisors on its minutes. It is understood that he/she will provide the necessary reports required by the Mississippi Department of Insurance guidelines of the Commissioner of Insurance and attend the arson investigator training certification course offered by the State Fire Academy and State Fire Marshal's Office within one year of appointment and attend an annual county arson investigators workshop sponsored by the State Fire Marshal's Office in order to meet county eligibility for state fire funds.

Laddie Huffman
SHERIFF

Bill Blankenship
PRESIDENT OF THE BOARD OF SUPERVISORS

COUNTY FIRE COORDINATOR

(DUE DECEMBER 31, 2011)

UPDATED 10/6/11

NO _____

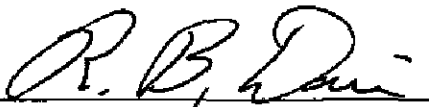
IN THE MATTER OF REPAIRING A SANITATION GARBAGE TRUCK

There came on this day for consideration the matter of repairing a sanitation garbage truck.

It appears that the Sterling garbage truck property ID No SA037 is in need of repair and that it would be beneficial to repair same to put back in service

After motion by Mr Lummus and second by Mr McKee this Board doth unanimously to have the Sterling garbage truck SA037 repaired and returned to service

So ordered this the 22nd day of December, 2011



President

This Board doth hereby adjourn until 9 A.M on January 3, 2012



President

INTENTIONALLY

LEFT BLANK