

**BE IT REMEMBERED** that the Board of Supervisors of Clay County, Mississippi, met at the Courthouse in West Point, Mississippi, on the 5th day of April, 2012, at 9 00 a m and present were Lynn Horton, Luke Lummus, President, R B Davis, Shelton Deanes, and Floyd McKee Also present were Amy G Berry, Clerk of the Board, Bob Marshall, Board Attorney, and Eddie Scott, Deputy Sheriff, when and where the following proceedings were as determined to wit,

NO \_\_\_\_\_

**IN THE MATTER OF ADOPTING AND AMENDING THE AGENDA FOR THE  
BOARD OF SUPERVISORS MEETING ON APRIL 5, 2012**

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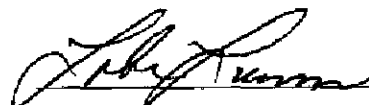
There came on this day for consideration the matter of adopting and amending the agenda for the Board of Supervisors meeting held on April 5, 2012

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

- **Robert Calvert on State Aid Bridge Monies and Projects**
- **Pott Ivy regarding the need for a County Lake**
- **Enter into LINK Contractual Agreement for Economic Development**
- **Eddie Scott regarding the Jail Contract with the City of West Point**
- **Rehire Tom Storey as directed by Chancery Court order**
- **Closed Session**

After motion by R B Davis and second by Floyd McKee this Board doth vote unanimously for the said items listed above to be added to the agenda for further consideration by this Board and that such agenda be approved as amended

SO ORDERED this the 5th day of April, 2012

  
\_\_\_\_\_  
President



**IN THE MATTER OF MAKING A DELETION TO THE  
STATE AID ROAD SYSTEM IN CLAY COUNTY, MISSISSIPPI**

There came on this day for consideration the matter of requesting that a deletion be made to the State Aid Road System in Clay County, Mississippi, and this Board finds that the Sub-Station Road which is described as follows

SUB-STATION ROAD

BEGINNING AT THE NORTH CORPORATE LIMITS OF WEST POINT NEAR THE SOUTHEAST CORNER OF SECTION 3 T17S R6E THENCE EXTEND NORTHLY TO AN INTERSECTION WITH U S HWY 45 ALT IN THE WEST 1/2 SECTION 34 T16S R6E A DISTANCE OF APPROXIMATELY 2.4 MILES

should be removed from the State Aid Road System

The Board of Supervisors finds further that it would be in the best interest of Clay County, Mississippi that Sub-Station Road be removed as part of State Aid Road System, because no State Aid funds have been expended on this route and the importance of the route declined since the construction of the West Point Industrial Park Road which provides access for north West Point to Highway 45

Upon motion duly made seconded and passed unanimously, it was ordered that a request be made that the above described property be removed from the State Aid Road Program


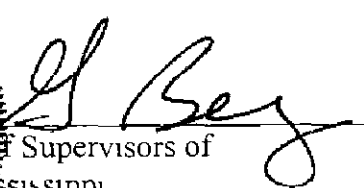
SO ORDERED this, the 5th day of April, 2012



Luke Lummus, President

STATE OF MISSISSIPPI  
COUNTY OF CLAY

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 the said Board of Supervisors, Minute Book No \_\_\_\_\_, Page No \_\_\_\_\_, same having been adopted at a meeting of said Board of Supervisors on the 5th day of April, 2012

  
  
G. Bey  
Chairman of Supervisors of  
Clay County, Mississippi

# Office of State Aid Road Construction

Mississippi Department of Transportation



## Program Form LSBP

Project Number LSBP 13(14)

County CLAY

Date APRIL 5 2012

**ORDER OF BOARD OF SUPERVISORS CLAY COUNTY**  
**SETTING FORTH PROPOSED LOCAL SYSTEM BRIDGE**  
**REPLACEMENT AND REHABILITATION PROJECTS FOR PERIOD**  
**JANUARY, 2012 THROUGH DECEMBER 2015**

Pursuant to the provisions of House Bill 1502 of the 1994 Legislative Session and as subsequently amended herein after referred to as said Act We the undersigned members of the Board of Supervisors of CLAY County hereby order that the proposed project(s) listed herein constitute the LSBP Program for CLAY County for the period JANUARY 2012 through DECEMBER 2015

In support of this order the Board certifies and agrees that

- 1 The Board has employed a Registered Professional Engineer and such other technical experts as may be necessary to perform all engineering services required to properly supervise and inspect the work in compliance with the Rules and Regulations of the State Aid Engineer established in accordance with said Act
- 2 The program which has been prepared by the LSBP Engineer and approved by this Board is herewith submitted to the State Aid Engineer for approval The projects in said program are on the Off System (Non State Aid Non Federal Aid)  
  
The State Aid Engineer is authorized to effect such transfer of LSBP funds as are necessary to pay engineering costs on the project as authorized by said Act and in accordance with the current Rules and Regulations promulgated by the State Aid Engineer
- 4 The State Aid Engineer is authorized to effect such transfer of LSBP funds as are necessary to pay testing expenses incurred prior to the award of contract on any project(s) included in this program In the event the Board cancels or withdraws any project(s) included in this Program the Board hereby agrees to reimburse its Local system Bridge Replacement funds for any charges incurred and paid from LSBP funds
- 5 The State Aid Engineer is authorized to ensure an equitable distribution of projects and funds among the County and incorporated Municipalities located therein based upon the proportional number and costs of deficient bridges in both the County and the Municipalities
- 6 The Board will provide at its own expense adequate base and any necessary paving upon completion of the structure in accordance with said Act and plans and specifications
- 7 The Board will furnish an Agreement from the Municipality when a project is included in this program that is within a municipality
- 8 The Board will maintain the projects located within their jurisdiction in a regular and satisfactory manner subject to the approval of the State Aid Engineer all as required in said Act
- 9 The Board will comply with all applicable Laws, Rules and Regulations in the acquisition of rights-of way and will maintain the acquired rights of way for said project(s) to keep the same free of encroachments such as buildings fences or any other obstructions The Board designates \_\_\_\_\_ as its right of way acquisition agent for the project(s) herein The agent's address and phone number is \_\_\_\_\_
- 10 The Board herein affirms its acceptance of the Office of State Aid Road Construction's policy for the accommodation of utilities as stated in S O P No SA II 2.8 and agrees to coordinate utility facility installation in the adjustment in a timely manner so as not to impede project development



PROJECT PRIORITY NO \_\_\_\_\_

1 Project No **LCBP-13(14)**  
 2 Name of Road **US Davidson Road**  
 3 Design Classification (check one) Rural  Urban  (check one) Collector  Local   
 Federal Route Number **N/A**  
 4 Term of Project **Bridge located near the center of Section 30 T15S R4E, over a tributary of Standing Reed Creek in Clay County**

5 Length of Project **0.2** Miles  
 6 Character of Work (Show Alternates if Applicable)  
**Bridge Replacement and Approaches**

7 Design Data  
 a Traffic Count How Determined **Estimate**  
 Current ADT **100** VPD Design Year ADT **130** VPD %Trucks **10**  
 Traffic Count Required Yes  No  (Attach Supplemental Sheet)  
 b Terrain Level  Rolling  Design Speed **35** MPH  
 c ROW Existing **40** Ft Proposed **80** Ft  
 d Proposed Roadway Crown Width **28** Ft  
 c Surface Type & Width Existing \_\_\_\_\_ Proposed **Gravel** **20** Ft  
 Proposed **Gravel** **20** Ft

8 Bridges  
 a Str No **SA1300000000012** Sulf Rig **22.7** Capacity **R 12-5**  
 Remain in Place Yes  No  Existing/Proposed Width **18/26** Ft  
 b Str No \_\_\_\_\_ Sulf Rig \_\_\_\_\_ Capacity \_\_\_\_\_  
 Remain in Place Yes  No  Existing/Proposed Width \_\_\_\_\_ Ft  
 c Str No \_\_\_\_\_ Sulf Rig \_\_\_\_\_ Capacity \_\_\_\_\_  
 Remain in Place Yes  No  Existing/Proposed Width \_\_\_\_\_ Ft  
 d Str No \_\_\_\_\_ Sulf Rig \_\_\_\_\_ Capacity \_\_\_\_\_  
 Remain in Place Yes  No  Existing/Proposed Width \_\_\_\_\_ Ft  
 e Str No \_\_\_\_\_ Sulf Rig \_\_\_\_\_ Capacity \_\_\_\_\_  
 Remain in Place Yes  No  Existing/Proposed Width \_\_\_\_\_ Ft

9 Estimated Construction Cost of Project (Including Contingencies)  
 a STP Funds Requested ( \_\_\_\_\_ %) \$ \_\_\_\_\_  
 b BR Funds Requested ( \_\_\_\_\_ %) \$ \_\_\_\_\_  
 c SA Funds Requested ( \_\_\_\_\_ %) \$ \_\_\_\_\_  
 d LSBP Funds ( **100** %) \$ **179,487**  
 e \_\_\_\_\_ Funds \$ \_\_\_\_\_

Engineering Cost ( **12** %) (Constr. Cost Less Contingencies) \$ **20,513**  
 a State Aid Funds Requested \$ \_\_\_\_\_  
 b County Funds Contributed \$ \_\_\_\_\_  
 c LSBP Funds Contributed \$ \_\_\_\_\_  
 d \_\_\_\_\_ Funds Contributed \$ **20,513**  
 Total Estimated Cost of Project \$ **200,000**

Construction will be by Contract \_\_\_\_\_ County Forces \_\_\_\_\_  
 Use Supplemental Sheet and/or maps if needed to provide complete data

FOR STATE AID USE ONLY  
 Preliminary Review \_\_\_\_\_ Date \_\_\_\_\_  
 Recommend Approval \_\_\_\_\_ Dist. Engr \_\_\_\_\_ Date \_\_\_\_\_  
 Approved \_\_\_\_\_ State Aid Engr \_\_\_\_\_ Date \_\_\_\_\_  
 Letter To Bd \_\_\_\_\_ Dist. Engr \_\_\_\_\_ Date \_\_\_\_\_  
 Funds Record \_\_\_\_\_ Auditor \_\_\_\_\_ Date \_\_\_\_\_  
 Programmed \_\_\_\_\_ Date \_\_\_\_\_



BOARD OF SUPERVISORS

Clay County

[Signature] Supervisor District I

[Signature] Supervisor District II

[Signature] Supervisor District III

[Signature] Supervisor District IV

[Signature] Supervisor District V

Prepared by Robert L. Calvert County Engineer

STATE OF MISSISSIPPI  
COUNTY OF CLAY

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 the said Board of Supervisors Minute Book No. \_\_\_\_\_ Page No. \_\_\_\_\_ same having been adopted at a meeting of said Board of Supervisors on the 5<sup>TH</sup> day of April 2012

[Signature]  
Clerk of Board of Supervisors of  
CLAY County Mississippi

OFFICE OF STATE AID ROAD CONSTRUCTION  
MISSISSIPPI DEPARTMENT OF TRANSPORTATION  
JACKSON, MISSISSIPPI



DATA TO BE SUBMITTED WITH ALL PROJECT PROGRAMS

Project Number LSBP-13(14) County CLAY Date APRIL 4, 2012

Road Connections at each End of Project  
West End Surf Type Gravel Surf Width 20 Rdwy Width 24  
(South or West)  
West End Surf Type Gravel Surf Width 20 Rdwy Width 24  
(North or East)

Railroad Grade Crossing Data  
Is there an existing Railroad Grade Crossing? Yes  No

Name of Railroad \_\_\_\_\_

Existing Protection \_\_\_\_\_

Proposed Protection \_\_\_\_\_

Existing and/or Proposed Facilities Affecting Route

SCHOOLS YES  NO  ON ROUTE  OFF ROUTE   
INDUSTRY YES  NO  ON ROUTE  OFF ROUTE

TYPE OF INDUSTRY \_\_\_\_\_

OTHER DESIGN CONSIDERATIONS \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

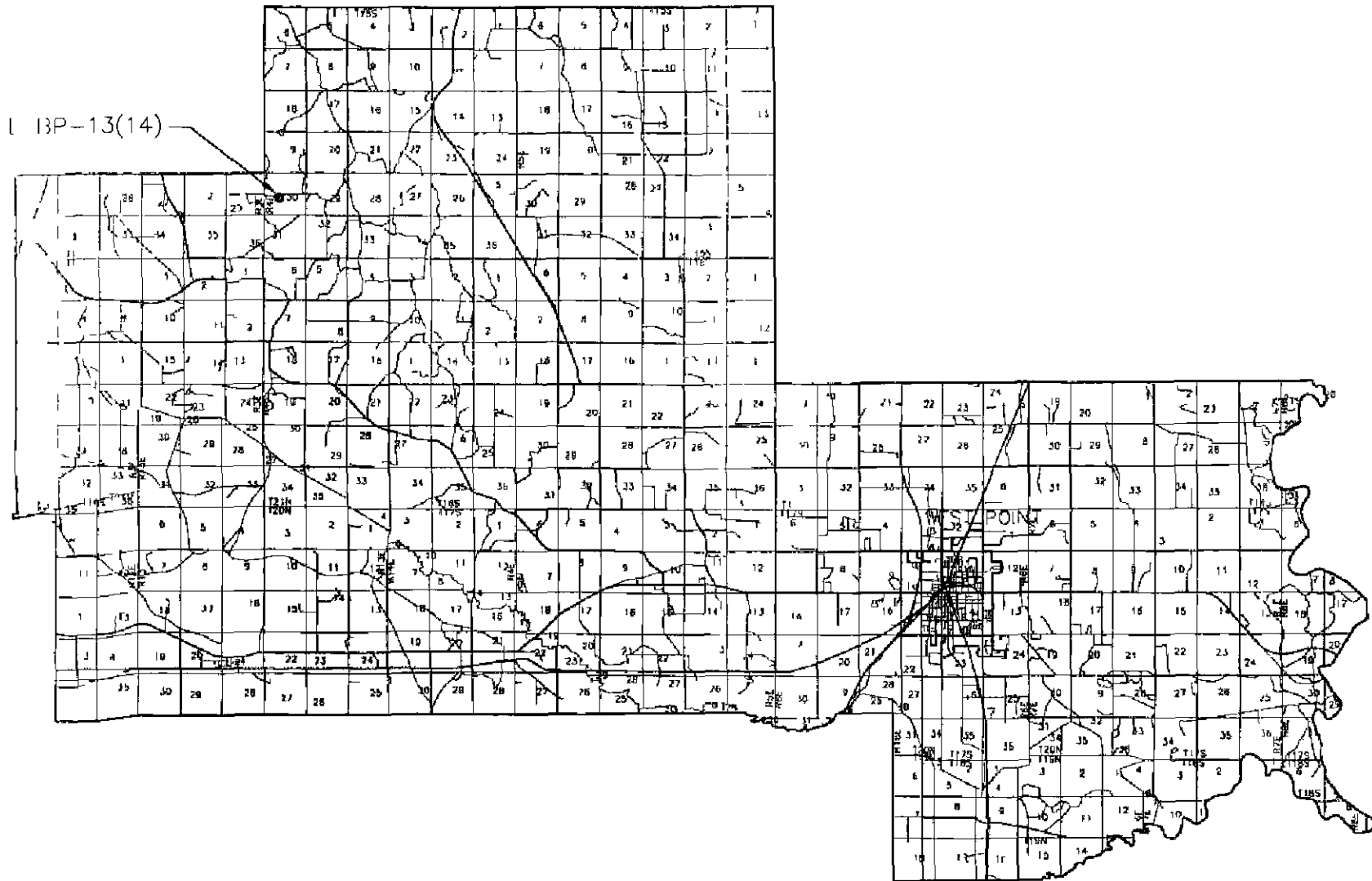
UTILITY COMPANIES TO BE AFFECTED BY PROJECT

NAME	STREET OR P.O. BOX ADDRESS	CITY
AT&T		Columbus, MS
4-County		Columbus, MS

Signed \_\_\_\_\_  
County Engineer

58n

L 13P-13(14)



SCALE 1" = 20 000'



CALVERT - SPRADLING ENGINEERS INC Consulting Engineers P O Box 1078 • Phone (601) 494-7101 West Point, Mississippi 39773	U S DAVIDSON R O W LSBP-13(14)	
	DESIGNED/SURVEYED BY _____ DRAWN BY <u>RLC Jr.</u> CHECKED BY <u>RLC</u> DATE <u>3-23-12</u>	SHEET NO <u>1</u> OF <u>1</u>

212047



**ORDER OF BOARD OF SUPERVISORS** CLAY **COUNTY,**  
**SETTING FORTH PROPOSED STATE AID PROJECTS FOR**  
**PERIOD** January, 2012 **THROUGH** December, 2015

Pursuant to the provisions of Senate Bill No. 1 of the Extraordinary Session of 1949 and as subsequently amended herein after referred to as said Act We the undersigned members of the Board of Supervisors of CLAY County hereby order that the proposed project(s) listed herein constitute the State Aid Program for CLAY County for the period January, 2012 through December, 2015

In support of this order, the Board certifies and agrees that

- 1 The State Aid System in said County has been designated by the Board and approved by the State Aid Engineer, as required by said Act
- 2 The Board has employed a Registered Professional Engineer as County Engineer who will employ such other competent technical assistant(s) as required, to properly supervise and inspect the work in compliance with the Rules and Regulations of the State Aid Engineer all as required in said Act
- 3 This program, which has been prepared by the County Engineer and approved by this Board is herewith submitted to the State Aid Engineer for approval
- 4 The Board will comply with all applicable Laws Rules and Regulations in the acquisition of rights-of-way and will maintain the acquired rights-of way for said project(s) to keep the same free of encroachments such as buildings fences or any other obstructions The Board designates \_\_\_\_\_ as its right-of-way acquisition agent for the project(s) herein The agent's address and phone number is \_\_\_\_\_
- 5 Counties receiving \$500,000 or more in Federal funds from all projects constructed or being constructed in a Federal Fiscal Year (October 1 - September 30), must have a single audit conducted in accordance with OMB circular A 133
- 6 The Board herein affirms its acceptance of the Office of State Aid Road Construction's policy for the accommodation of utilities as stated in S O P No. SA II-2-8 and agrees to coordinate utility facility installation and/or adjustment in a timely manner so as not to impede project development
- 7 The Board will maintain the project(s) after completion in a regular and satisfactory manner subject to the approval of the State Aid Engineer all as required in said Act
- 8 The State Aid Engineer is authorized to effect such transfer of funds as are necessary to pay engineering costs on the project(s) as authorized by Mississippi Code 1972 Section 65-9-15 and in accordance with the Rules and Regulations promulgated by the State Aid Engineer dated July 1, 2005
- 9 The State Aid Engineer is authorized to effect such transfer of funds as are necessary to pay testing expenses incurred PRIOR to the award of Contract on any project(s) included in this program In the event the Board cancels or withdraws any project(s) included in this program the Board hereby agrees to reimburse its State Aid Fund for testing charges incurred

PROJECT PRIORITY NO

1 Project No SAP 13(7)M  
 2 Name of Road See attached sheet  
 3 Design Classification (check one) Rural  Urban \_\_\_\_\_ (check one) Collector  Local \_\_\_\_\_  
 Federal Route Number See attached sheet  
 4 Termini of Project Various routes in Clay County

5 Length of Project 16.304 Miles  
 6 Character of Work (Show Alternates if Applicable) Drainage and hot mix asphalt overlay marking and signing

7 Design Data  
 a Traffic Count How Determined Variable  
 Current ADT variable VPD Design Year ADT variable VPD %Trucks variable  
 Traffic Count Required Yes \_\_\_\_\_ No  (Attach Supplemental Sheet)  
 b Terrain Level  Rolling \_\_\_\_\_ Design Speed 40 MPH  
 c ROW Existing N/A Ft Proposed N/A Ft  
 d Proposed Roadway Crown Width variable Ft  
 e Surface Type & Width Existing see attached sheet Ft  
 Proposed see attached sheet Ft

8 Bridges  
 a Str No \_\_\_\_\_ Suff Rtg \_\_\_\_\_ Capacity \_\_\_\_\_  
 Remain in Place Yes \_\_\_\_\_ No \_\_\_\_\_ Existing/Proposed Width \_\_\_\_\_ Ft  
 b Str No \_\_\_\_\_ Suff Rtg \_\_\_\_\_ Capacity \_\_\_\_\_  
 Remain in Place Yes \_\_\_\_\_ No \_\_\_\_\_ Existing/Proposed Width \_\_\_\_\_ Ft  
 c Str No \_\_\_\_\_ Suff Rtg \_\_\_\_\_ Capacity \_\_\_\_\_  
 Remain in Place Yes \_\_\_\_\_ No \_\_\_\_\_ Existing/Proposed Width \_\_\_\_\_ Ft  
 d Str No \_\_\_\_\_ Suff Rtg \_\_\_\_\_ Capacity \_\_\_\_\_  
 Remain in Place Yes \_\_\_\_\_ No \_\_\_\_\_ Existing/Proposed Width \_\_\_\_\_ Ft  
 e Str No \_\_\_\_\_ Suff Rtg \_\_\_\_\_ Capacity \_\_\_\_\_  
 Remain in Place Yes \_\_\_\_\_ No \_\_\_\_\_ Existing/Proposed Width \_\_\_\_\_ Ft

9 Estimated Construction Cost of Project (Including Contingencies) \$ 1,391,026  
 a SIP Funds Requested ( \_\_\_\_\_ %) \$ \_\_\_\_\_  
 b BR Funds Requested ( \_\_\_\_\_ %) \$ \_\_\_\_\_  
 c SA Funds Requested ( 100 %) \$ 1,391,026  
 d LSBP Funds ( \_\_\_\_\_ %) \$ \_\_\_\_\_  
 e \_\_\_\_\_ Funds \$ \_\_\_\_\_

Engineering Cost ( 12 %) (Constr Cost Less Contingencies) \$ 158,974  
 a State Aid Funds Requested \$ 158,974  
 b County Funds Contributed \$ \_\_\_\_\_  
 c LSBP Funds Contributed \$ \_\_\_\_\_  
 d \_\_\_\_\_ Funds Contributed \$ \_\_\_\_\_

Total Estimated Cost of Project \$ 1,550,000  
 Construction will be by Contract  County Forces \_\_\_\_\_

Use Supplemental Sheet and/or maps if needed to provide complete data

FOR STATE AID USE ONLY

Preliminary Review _____	_____	Date _____
Recommend Approval _____	Dist. Engr _____	Date _____
Approved _____	State Aid Engr _____	Date _____
Letter To Bd _____	Dist. Engr _____	Date _____
Funds Record _____	Auditor _____	Date _____
Programmed _____	_____	Date _____

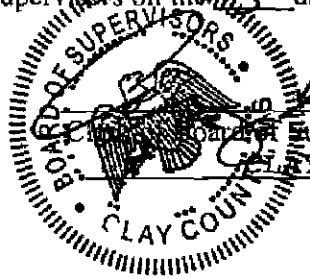
BOARD OF SUPERVISORS

Clay County  
[Signature], Supervisor, District I  
[Signature], Supervisor, District II  
[Signature], Supervisor, District III  
[Signature], Supervisor, District IV  
Floyd J. Mink, Supervisor, District V  
 Prepared by Robert Z. Alvert County Engineer

STATE OF MISSISSIPPI

COUNTY OF CLAY

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 the said Board of Supervisors, Minute Book No. \_\_\_\_\_ Page No. \_\_\_\_\_ same having been adopted at a meeting of said Board of Supervisors on the 5th day of April, 2012



[Signature]  
 Board of Supervisors of  
 County, Mississippi

**OFFICE OF STATE AID ROAD CONSTRUCTION  
MISSISSIPPI DEPARTMENT OF TRANSPORTATION  
JACKSON, MISSISSIPPI**

DATA TO BE SUBMITTED WITH ALL PROJECT PROGRAMS

Project Number SAP-13(7)M County CLAY Date \_\_\_\_\_

Road Connections at each End of Project  
 BOP \_\_\_\_\_ End Surf Type Asphalt Surf Width 20 22 Rdwy Width 30  
 (South or West)  
 EOP \_\_\_\_\_ End Surf Type Asphalt Surf Width 20 22 Rdwy Width 30  
 (North or East)

Railroad Grade Crossing Data  
 Is there an existing Railroad Grade Crossing? Yes \_\_\_\_\_ No

Name of Railroad \_\_\_\_\_

Existing Protection \_\_\_\_\_

Proposed Protection \_\_\_\_\_

Existing and/or Proposed Facilities Effecting Route

SCHOOLS YES \_\_\_\_\_ NO  ON ROUTE \_\_\_\_\_ OFF ROUTE   
 INDUSTRY YES \_\_\_\_\_ NO  ON ROUTE \_\_\_\_\_ OFF ROUTE

TYPE OF INDUSTRY \_\_\_\_\_

OTHER DESIGN CONSIDERATIONS \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

UTILITY COMPANIES TO BE AFFECTED BY PROJECT

NAME	STREET OR P.O. BOX ADDRESS	CITY
N/A		

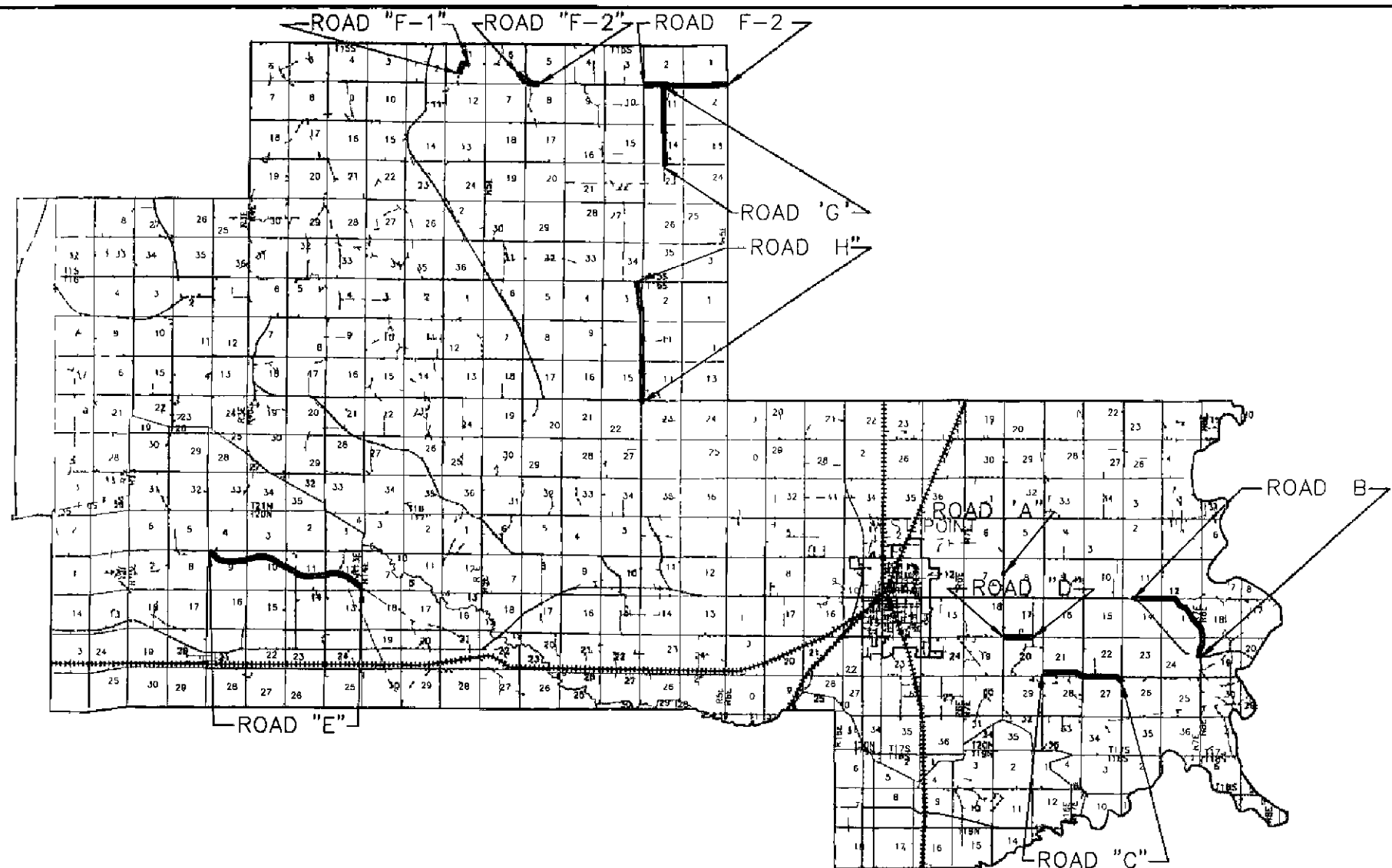
Signed \_\_\_\_\_  
 County Engineer

**ATTACHMENT TO ORDER OF  
BOARD OF SUPERVISORS  
CLAY COUNTY, MS  
SAP-13(7)M  
CSE #212007**

Road Designation	Name	Fed Route	Classification	Previous Project	District	Length (Miles)	Existing		Proposed	
							Surface Type	Width	Surface Type	Width
A	Barton Ferry Road	N/A	Collector	S 1714(2)B	1	0.10	Hot Mix Asphalt	20	Hot Mix Asphalt	20
B	Town Creek Road	0140	Collector	AHL 0013(18)B	1,2	2.685	DBST	22	Hot Mix Asphalt	22
C	Waverly Road	1715	Collector	TQS-1715(4)B LPG 13(7)	2	1.13	Hot Mix	21	Hot Mix Asphalt	21
D	Churchill Road	N/A	Local	SAP 13(21)	2	0.83	DBST	20	Hot Mix Asphalt	20
I	Henryville Road	1716	Collector	SAP 13(11)	5	4.38	DBST	20	Hot Mix Asphalt	20
G	Una-Brand Road	0744	Collector	APL 0744(4)B	4	3.04	DBST	20	Hot Mix Asphalt	20
H	Heard Road	N/A	Local	SAP 13(23) SAP-13(27)	4	2.073	DBST	20	Hot Mix Asphalt	20
I	Una Siloam Road	0770	Collector	S-0770(1)B	3,4	2.066	DBST	20	Hot Mix Asphalt	20
<b>Total Miles</b>						<b>16.304</b>				

585

536



SCALE 1" = 20 000'

CALVERT - SPRADLING ENGINEERS INC Consulting Engineers 0 Drawer 1078 • Phone (662) 494-7101 West Point Mississippi 39773		OVERLAY SAP-13(7)M	
CLAY COUNTY, MISSISSIPPI		DESIGNED/SURVEYED BY _____ DRAWN BY RLC, Jr. CHECKED BY P.J. _____	SHEET NO 1 OF 1
212007		3-20-12	

**ORDER OF BOARD OF SUPERVISORS** CLAY COUNTY,  
**SETTING FORTH PROPOSED STATE AID PROJECTS FOR**  
**PERIOD** JANUARY, 2012 **THROUGH** DECEMBER, 2015

Pursuant to the provisions of Senate Bill No. 1 of the Extraordinary Session of 1949 and as subsequently amended herein after referred to as said Act, We the undersigned members of the Board of Supervisors of CLAY County hereby order that the proposed project(s) listed herein constitute the State Aid Program for CLAY County for the period JANUARY <sup>2012</sup> through DECEMBER 2015

In support of this order the Board certifies and agrees that

- 1 The State Aid System in said County has been designated by the Board and approved by the State Aid Engineer as required by said Act
- 2 The Board has employed a Registered Professional Engineer as County Engineer who will employ such other competent technical assistant(s) as required to properly supervise and inspect the work in compliance with the Rules and Regulations of the State Aid Engineer all as required in said Act
- 3 This program which has been prepared by the County Engineer and approved by this Board is herewith submitted to the State Aid Engineer for approval
- 4 The Board will comply with all applicable Laws Rules and Regulations in the acquisition of rights-of way and will maintain the acquired rights-of-way for said project(s) to keep the same free of encroachments such as buildings fences or any other obstructions The Board designates \_\_\_\_\_ as its right-of-way acquisition agent for the project(s) herein The agent's address and phone number is \_\_\_\_\_
- 5 Counties receiving \$500,000 or more in Federal funds from all projects constructed or being constructed in a Federal Fiscal Year (October 1 - September 30), must have a single audit conducted in accordance with OMB circular A-133
- 6 The Board herein affirms its acceptance of the Office of State Aid Road Construction's policy for the accommodation of utilities as stated in S O P No. SA II-2-8 and agrees to coordinate utility facility installation and/or adjustment in a timely manner so as not to impede project development
- 7 The Board will maintain the project(s) after completion in a regular and satisfactory manner subject to the approval of the State Aid Engineer, all as required in said Act
- 8 The State Aid Engineer is authorized to effect such transfer of funds as are necessary to pay engineering costs on the project(s) as authorized by Mississippi Code 1972 Section 65-9-15 and in accordance with the Rules and Regulations promulgated by the State Aid Engineer, dated July 1 2005
- 9 The State Aid Engineer is authorized to effect such transfer of funds as are necessary to pay testing expenses incurred PRIOR to the award of Contract on any project(s) included in this program In the event the Board cancels or withdraws any project(s) included in this program the Board hereby agrees to reimburse its State Aid Fund for testing charges incurred

PROJECT PRIORITY NO \_\_\_\_\_

1 Project No STP 0013 ( ) 80  
 2 Name of Road TVA ROAD  
 Design Classification (check one) Rural  Urban \_\_\_\_\_ (check one) Collector \_\_\_\_\_ Local   
 Federal Route Number N/A  
 4 Termini of Project Two bridges near the center of Section 34 T 16S R 6E on the TVA Road in Clay County

5 Length of Project 1.4 Miles  
 6 Character of Work (Show Alternates if Applicable) Bridge Replacement and Approaches

7 Design Data  
 a Traffic Count How Determined Estimated  
 Current ADT 100 VPD Design Year ADT 130 VPD %Trucks 10  
 Traffic Count Required Yes \_\_\_\_\_ No  (Attach Supplemental Sheet)  
 b Terrain Level  Rolling \_\_\_\_\_ Design Speed 35 MPH  
 c ROW Existing 60 Ft Proposed 80 Ft  
 d Proposed Roadway Crown Width 28 Ft  
 e Surface Type & Width Existing Asphalt 20 Ft  
 Proposed Asphalt 20 Ft

8 Bridges  
 a Str No SA1300000000081 Suff Rtg 36 # Capacity R12 5 (MOD )  
 Remain in Place Yes \_\_\_\_\_ No  Existing/Proposed Width 22/26 Ft  
 b Str No SA1300000000067 Suff Rtg 35 # Capacity R12 4 (MOD )  
 Remain in Place Yes \_\_\_\_\_ No  Existing/Proposed Width 22/26 Ft  
 c Str No \_\_\_\_\_ Suff Rtg \_\_\_\_\_ Capacity \_\_\_\_\_  
 Remain in Place Yes \_\_\_\_\_ No \_\_\_\_\_ Existing/Proposed Width \_\_\_\_\_ Ft  
 d Str No \_\_\_\_\_ Suff Rtg \_\_\_\_\_ Capacity \_\_\_\_\_  
 Remain in Place Yes \_\_\_\_\_ No \_\_\_\_\_ Existing/Proposed Width \_\_\_\_\_ Ft  
 e Str No \_\_\_\_\_ Suff Rtg \_\_\_\_\_ Capacity \_\_\_\_\_  
 Remain in Place Yes \_\_\_\_\_ No \_\_\_\_\_ Existing/Proposed Width \_\_\_\_\_ Ft

9 Estimated Construction Cost of Project (Including Contingencies) \$ 376 923  
 a STP Funds Requested ( 62 %) \$ 234 937  
 b BR Funds Requested ( \_\_\_\_\_ %) \$ \_\_\_\_\_  
 c SA Funds Requested ( \_\_\_\_\_ %) \$ \_\_\_\_\_  
 d LSBP Funds ( 38 %) \$ 141 986  
 e \_\_\_\_\_ Funds \$ \_\_\_\_\_

Engineering Cost ( \_\_\_\_\_ %) (Constr Cost Less Contingencies) \$ 43 077  
 a State Aid Funds Requested \$ \_\_\_\_\_  
 b County Funds Contributed \$ \_\_\_\_\_  
 c LSBP Funds Contributed \$ 43 077  
 d \_\_\_\_\_ Funds Contributed \$ \_\_\_\_\_  
 Total Estimated Cost of Project \$ 420 000

Construction will be by Contract  County Forces

Use Supplemental Sheet and/or maps if needed to provide complete data

FOR STATE AID USE ONLY

Preliminary Review _____	_____	Date _____
Recommend Approval _____	Dist Engr _____	Date _____
Approved _____	State Aid Engr _____	Date _____
Letter To Bd _____	Dist Engr _____	Date _____
Funds Record _____	Auditor _____	Date _____
Programmed _____	_____	Date _____



STP

Program for

CLAY

County

BOARD OF SUPERVISORS

CLAY

County

[Signature], Supervisor, District I

[Signature], Supervisor District II

[Signature], Supervisor, District III

[Signature], Supervisor, District IV

[Signature], Supervisor District V

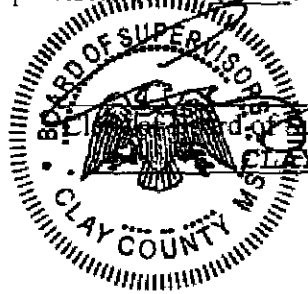
Prepared by

Robert Z. Calvert, County Engineer

STATE OF MISSISSIPPI

COUNTY OF CLAY

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 the said Board of Supervisors Minute Book No. \_\_\_\_\_ Page No. \_\_\_\_\_ same having been adopted at a meeting of said Board of Supervisors on the 5th day of April, 2012.



[Signature]  
\_\_\_\_\_  
County, Mississippi

OFFICE OF STATE AID ROAD CONSTRUCTION  
MISSISSIPPI DEPARTMENT OF TRANSPORTATION  
JACKSON MISSISSIPPI

DATA TO BE SUBMITTED WITH ALL PROJECT PROGRAMS

Project Number STP-0013 ( ) BO County CLAY Date \_\_\_\_\_

Road Connections at each End of Project  
Asphalt End Surf Type Asphalt Surf Width 20 Rdwy Width 26  
 (South or West)  
 \_\_\_\_\_ End Surf Type \_\_\_\_\_ Surf Width \_\_\_\_\_ Rdwy Width \_\_\_\_\_  
 (North or East)

Railroad Grade Crossing Data  
 Is there an existing Railroad Grade Crossing? Yes \_\_\_\_\_ No

Name of Railroad \_\_\_\_\_

Existing Protection \_\_\_\_\_

Proposed Protection \_\_\_\_\_

Existing and/or Proposed Facilities Effecting Route

SCHOOLS YES  NO \_\_\_\_\_ ON ROUTE \_\_\_\_\_ OFF ROUTE   
 INDUSTRY YES \_\_\_\_\_ NO  ON ROUTE \_\_\_\_\_ OFF ROUTE

TYPE OF INDUSTRY \_\_\_\_\_

OTHER DESIGN CONSIDERATIONS \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

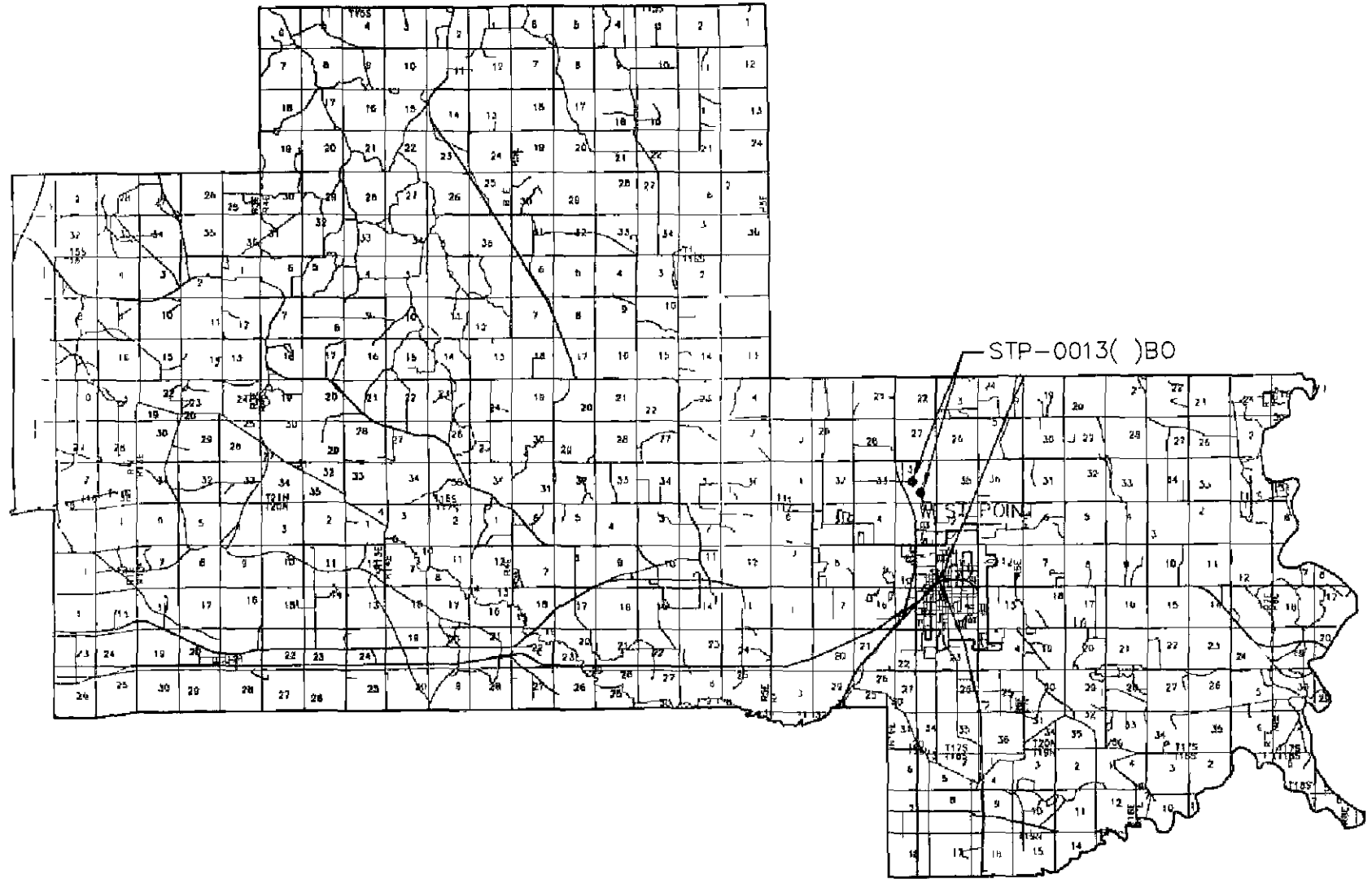
UTILITY COMPANIES TO BE AFFECTED BY PROJECT

NAME	STREET OR P.O. BOX ADDRESS	CITY
AT&T		Columbus, MS
City of West Point Water		West Point MS
4 County Electric		Columbus MS

Signed \_\_\_\_\_  
 County Engineer

590

591



SCALE 1" = 20,000'



CALVERT - SPRADLING ENGINEERS INC  
 Consulting Engineers  
 P O Box 107B \* Phone (601) 494-7101  
 West Point Mississippi 39773

TVA ROAD  
 STP-0013( )BO

CLAY COUNTY,  
 MISSISSIPPI

DESIGNED/SURVEYED BY \_\_\_\_\_  
 DRAWN BY RLC Jr  
 CHECKED BY RLC  
 DATE 5-23-12

SHEET  
 NO  
 1 OF

NO \_\_\_\_\_

**IN THE MATTER OF AUTHORIZING THE PRESIDENT TO EXECUTE THE MS  
DEPARTMENT OF MENTAL HEALTH HOLDING FACILITY CERTIFICATION  
FORM**

---

There came on this day for consideration the matter of authorizing the President to execute the Ms Department of Mental Health Holding Facility Certification Form

It appears to this Board the Chancery Clerk, Amy G Berry, has presented to this Board a form required by the Ms Department of Mental Health as attached hereto as "Exhibit A" stating that this Board is aware that Clay County does not have a certified holding facility to house involuntarily civilly committed individuals and that the county has existing contracts with Alliance Health Center and Baptist Behavioral Health Center to serve as designated holding facilities for Clay County pending a bed becomes available at the East MS State Hospital

After motion by R B Davis and second by Shelton Deanes this Board doth vote unanimously for the President to execute the said certification form for the Ms Department of Mental Health as attached hereto as "Exhibit A"

SO ORDERED, this the 5<sup>th</sup> day of April, 2012

  
\_\_\_\_\_  
President

592

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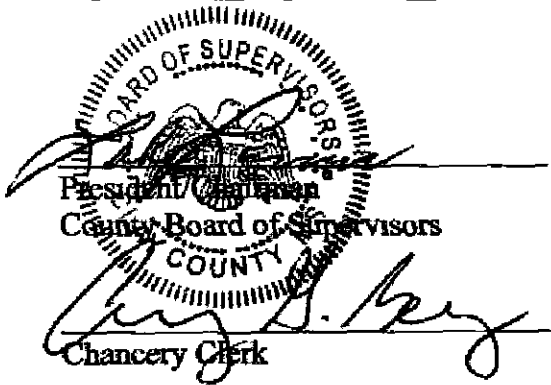
MISSISSIPPI DEPARTMENT OF MENTAL HEALTH

VERIFICATION OF INELIGIBILITY  
for  
CERTIFICATION AS A DESIGNATED  
MENTAL HEALTH HOLDING FACILITY

This document is verification that Clay County does not hold/house individuals who have been involuntarily civilly committed and are awaiting admission and transportation to a mental health treatment facility, but uses a certified provider, and therefore does not require certification as a Designated Mental Health Holding Facility in accordance with Mississippi Code Annotated Sections 41-4-7(gg) and 41-21-77

The following are service providers that the county utilizes to house/hold said individuals

- 1 Alliance Health Center
- 2 BAPTIST BEHAVIOURAL HEALTH CENTER
- 3 \_\_\_\_\_
- 4 \_\_\_\_\_

  
President/Chairman  
County Board of Supervisors  
CLAY COUNTY  
Chancery Clerk

April 5, 2012  
Date

4/5/12  
Date

Exhibit A

NO \_\_\_\_\_

**IN THE MATTER OF AUTHORIZING THE SHERIFF TO SALE SEIZED WEAPONS  
TO LICENSED DEALERS**

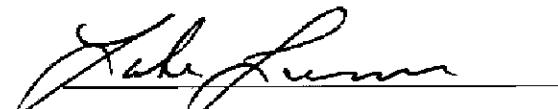
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There came on this day for consideration the matter of authorizing the Sheriff to Sale Seized Weapons to Licensed Dealers

It appears to this Board the Sheriff has several seized weapons which go back several years and is requesting to dispose or sale the weapons to a licensed dealer as allowed under Section 19-7-5 of the *Mississippi Code of 1972* Furthermore, it appears to this Board, the Sheriff does have a Circuit Court Order authorizing the said sale of seized weapons and is requesting approval to solicit sealed bids from licensed dealers to purchase the seized weapons and for the sale proceeds to be deposited into the Seized Drug Fund

After motion by R B Davis and second by Shelton Deanes this Board doth vote unanimously for the Sheriff to sale the seized weapons as authorized in Section 19-7-5 of the *Mississippi Code of 1972* and for the Sheriff to advertise in three (3) public places, one of which being the Courthouse, ten 10 days prior to the sale and to schedule the sale to be held Thursday May 3, 2012 at 9 00 a m

SO ORDERED, this the 5<sup>th</sup> day of April, 2012

  
\_\_\_\_\_  
President

IN THE CIRCUIT COURT OF CLAY COUNTY, MISSISSIPPI

IN VACATION, 2011

IN RE VARIOUS SEIZED WEAPONS IN THE  
POSSESSION OF THE CLAY  
COUNTY SHERIFF'S DEPARTMENT

It appearing to the Court that the Clay County Sheriff's Department is in the possession of various weapons which were seized and or recovered during the investigation and prosecution of certain criminal cases, that said property will not be needed for trial purposes, and that said property cannot be given back to its previous owners by law and no claims have been made against said weapons. It further appearing to the Court that these weapons have been in the proper custody of the Clay County Sheriff's Department evidence control personnel for a number of years.

The Court, having considered the same, finds that the property herein consists of a large quantity of firearms (see attached "exhibit A") which was confiscated by Clay County Sheriff's Deputies at the time of arrest of certain criminal defendants or during the course of criminal investigations and prosecution. The Court further finds that the person(s) in possession of said property at the time it was seized cannot legally possess these items by law or no claim has been made against the property. The Court further finds that the aforementioned property has been in the possession of the Clay County Sheriff's Department's Evidence vault for several years. The Court is therefore of the opinion that said property should be, and is hereby, forfeited to the Clay County Sheriff's Department for use, sale, or destruction within legal statutes.

It is therefore ordered that the property listed in "Exhibit A" attached hereto is hereby forfeited to the Clay County Sheriff's Department to be used, sold, or destroyed at their discretion. It is further ordered that the Clay County Sheriff's Department maintain records of this order and the attending use, sale, or destruction of said property for a period of time in accordance with legal statutes.

So Ordered, this the 18<sup>th</sup> day of October, 2011

FILED Clay  
County

OCT 18 2011

Robert D. Hensley Jr.

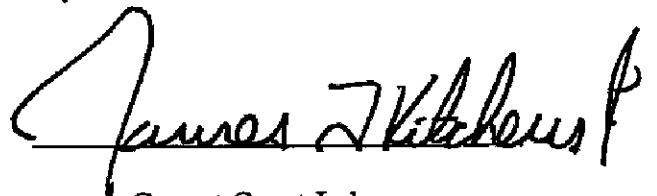
  
Circuit Court Judge

Exhibit A

**PENDING FORFEITURES  
2011  
Exhibit "A"**

<b>MAKE</b>	<b>CALIBER</b>	<b>SERIAL#</b>		
SPRINGFIELD	45	6235		
ARMINIUS	38	559308		
EXCAM	25	MK03190		
RUGER	22	T814588		
STEVENS	12GA	NONE		
BROWNING	22	655PN25511		
TAURUS	357	5153662		
FIE	38	F02326		
RUGER	25-06	F9090157		
BRYCO	380	806781		
HI-POINT	9	006006		
EIG	32	3950		
LORCIN	380	128897		
RAVEN	25	1506235		
ARMINIS	38	540656		



LORCIN	380	128898		
PHOENIX	25	3150757		
DAVIS	380	AP412955		
S&W	12GA	6731360		
ARMI	380	P23284		
BRYCO	380	112358		
FIE	25	103962		
LORCIN	380	348426		
LT R	32	NH014078		
AMERICAN	25	15517		
LORCIN	25	282199		
RG	25	043171		
TG32	32	AE20898		
TAURUS	357	5149873		
STEVENSON	16GA	NONE		
MARLIN	22	NONE		
STEVENS	12GA	NONE		
DAVIS	380	AP276755		
FLARE GUN	NO2MK5	058188		
LORCIN	380	078920		
HASKELL	45	032701		
EXCAM	25	MK00631		
RBI	9MM	B46485		
BRYCO	380	885476		
LORCIN	380	498117		
RUGER	9	31236744		
HI-POINT	380	P721332		
RG	38	X014645		
DAVIS	380	AP394596		
LORCIN	380	367254		

ASTRA	380	1077068		
REMINGTON	20GA	1347780		
LORCIN	380	222495		
ROSSI	38	AA469118		
BRYCO	380	983982		
PHOENIX	25	3174783		
LORCIN	9	L090982		
NEW ENGLAND	20GA	NONE		
ITHICA	22	NONE		
LORCIN	380	351246		
BRYCO	25	1216915		
REMINGTON	45	1408280		
LORCIN	9	L069076		
A&G	25	437763		
RAVEN	25	3214626		
BRYCO	380	881104		
RUGER	357	15711523		
COBRA	380	CP000582		
HI-POINT	9	010348		
S&W	38	342206		
EXCAM	25	G93169		

MOSSBERG	12GA	P678840		
RG	22	512314		
RAVEN	25	1766073		
DAVIS	38	D123285		
TITAN	25	ED71028		
S&W	22	UAH1825		
SAVAGE	22	344200		
ARMINIUS	32	171870		
HIGH-POINT	45	317209		
RAVEN	25	1459993		
	30-30	3687330		
HI-POINT	9MM	P1302012		
BRYCO	9MM	1438675		
SPRINGFIELD	22	P537854		
RAVEN	25	1787397		
MARLIN	30-30	93051160		
INTRATECH	9MM	D029438		
LARCEN	380	424375		
BRYCO	9MM	1378600		
ROSSI	357	F243741		
TAURUS	22	AWA26696		

LORCIN	380	241464		
ROSSI	38	TF39194		
WINCHESTER	22	NONE		
WINCHESTER	12GA	C2630615		
MARLIN	22	17306869		
IBERIA	40	007995		
WINCHESTER	22	B1335217		
REMINGTON	22	A1568409		
NEW ENGLAND	12GA	NG426158		
MARLIN	22	03230298		
WINCHESTER	12GA	L812300		
H&R	20GA	BA582100		
REMINGTON	12GA	416767		
WINCHESTER	16GA	CB94444		
WINCHESTER	12GA	27589		
MOSSBERG	12GA	PC687982		
MOSSBERG	12GA	MU234669		
REMINGTON	380	PA57605		
LORCIN	380	366172		

HI-POINT	380	P773079		
BRYCO	9	1352893		
RUGER	22	6764984		
KRYCO	9MM	1492249		
TANPOGLIO	25	687987		
JENNINGS	32	277547		
BRYCO	9	970946		
LORCIN	25	139323		
STALLARD	9MM	052450		
380	BRYCO	1223507		
BROWNING	9	245PT15475		
RUGER	45	66082944		
EXCAM	25	M176817		
LARCEN	9MM	121877		
LORCIN	380	136912		
ACER	22	2442		
HI-POINT	9MM	004787		
RAVEN	25	1865273		
NEW HAVEN	12GA	H798541		
STEVENS	12GA	D894341		
GLENFIELD	30-30	F20F1850		
RAVEN	25	1376101		
RUGER	22	21289215		
FIE	25	0891901		
STERR	9MM	029237		
OPTIMA MAG	50	511305093004		
RUGER	MINI 14	18793403		
BERRETTA	12GA	M68527E		

REMINGTON	1100 12GA	L133428		
S&R	22	NONE		
RUGER	40	34047863		
SENTINEL	22	2059153		
WORINO	45	508995		
RUGER	22	25643479		
REMINGTON	1300 12GA	L3170203		
	1996 762	CO3312		
MR		AC2801		
MK1		20927		
MR		HF6088		
MR		2261055		
MR		1YEI216		
MR		18262		
MR		BYF13423		

602

NO \_\_\_\_\_

**IN THE MATTER OF AUTHORIZING TRAVEL FOR CONSTABLE SHERMAN IVY**

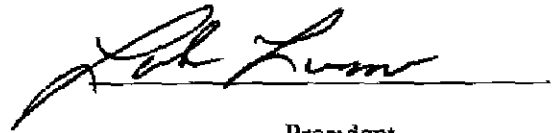
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There came on this day for consideration the matter of authorizing travel for Constable Sherman Ivy

It appears to this Board Constable Sherman Ivy is requesting approval to travel to Gulfport for a Ms Constable Association Board meeting to be held on Friday, April 20, 2012 at 9 00 a m Furthermore, it appears Constable Ivy is only requesting for this Board to reimburse him for mileage

After motion by Lynn Horton and second by R. B Davis this Board doth vote unanimously to authorize Constable Sherman Ivy to travel to Gulfport to attend the Ms Constable Association Board meeting and to be reimbursed for mileage expense only

SO ORDERED, this the 5<sup>th</sup> day of April, 2012



President

Clay County, MS  
Travel Request Form

Date of Request April 3, 2012

To the Board of Supervisors of Clay County, MS

Destination of Travel Gulf Port  
Dates of Travel April 20, 2012  
Cost of Travel Mileage + Meals  
Nature of Official Business Constable

Sherman Ivy  
Printed Name of Official/  
Requesting Authority to Travel

Sherman Ivy  
Official or Employee Requesting  
Authority to Travel

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

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

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

Robbie Robinson  
Chancery Clerk



# Mississippi Constables Association

John H Heggins, Secretary / Treasurer

197 Still Drive • Vicksburg, Mississippi 39180

Day (601) 634-6866 • Evening (601) 636-4527 • Cell (601) 218-6866 • Fax (601) 634-8770

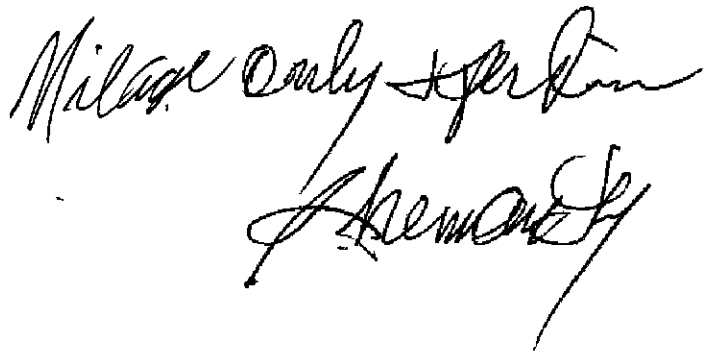
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March 26, 2012

To All Board Members & Convention Committee,

We will be having our next quarterly board meeting in Gulfport. We will be making final arrangements on our training and convention schedule. All convention area Constables are invited and urged to attend. It will be held on Friday April 20, 2012 at 9:00am at the Courtyard by Marriott Beachfront. If you would like to stay overnight on April 19th, we have blocked a few rooms and the MCA special room rate is \$119.00. Please make your arrangements directly with the hotel.

Sincerely,



John H Heggins

Secretary / Treasurer

## **Courtyard Marriott Beachfront**

1600 East Beach Blvd

Gulfport, MS 39501

Ph 228-864-4310

Fax 228-865-0525

[http //www marriott com/gptcy](http://www.marriott.com/gptcy)

NO \_\_\_\_\_

**IN THE MATTER OF AUTHORIZING TRAVEL FOR E911 DISPATCHERS**

---

There came on this day for consideration the matter of authorizing travel for E911 Dispatchers

It appears to this Board the E911 Coordinator is requesting approval for four (4) Dispatchers to travel to Grenada on April 21 – 22 Furthermore, it appears the said travel is 100% reimbursable

After motion by Shelton Deanes and second by Lynn Horton this Board doth vote unanimously to authorize the said travel for the E911 Dispatchers to travel on April 21 – 22 to Grenada

SO ORDERED, this the 5<sup>th</sup> day of April, 2012

  
\_\_\_\_\_  
President

NO \_\_\_\_\_

**IN THE MATTER OF AUTHORIZING PAYMENT ON APPLICATION NO 1 TO  
EXCEL ENERGY GROUP INC**

---

There came on this day for consideration the matter of authorizing payment on application no 1 to Excel Energy Group Inc

It appears to this Board application no 1 as attached hereto as "Exhibit A" has been submitted for payment in the amount of \$36,324 46 from Excel Energy Group Inc to be paid from the EECBG Grant Project proceeds

After motion by Lynn Horton and second by R B Davis this Board doth vote unanimously to approve application no 1 for payment as attached hereto as "Exhibit A" in the amount of \$36,324 46 to Excel Energy Group Inc from the EECBG Grant Project proceeds

SO ORDERED, this the 5<sup>th</sup> day of April, 2012

  
\_\_\_\_\_  
President

607

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**Excel Energy Group, Inc**

**708 West B St Suite B**

**Russellville, AR 72801**

Please Remit to 4 Longwood, Little Rock, AR 72223

# Invoice

Date	Invoice #
3/7/2012	10449

Bill To
Clay County Board of Supervisors PO Box 815 West Point, MS 39773

Attention	PO Number	Project Name	Terms	Contact
John Cunningham		Clay County FCCBG	Due on receipt	John Riddle
Qty	Description		Rate	Amount
	Clay County Progress Billing See AIA Application #1		40,360 51	40,360 51
	Less Retainage		-10 00%	-4 036 05
			<b>Total</b>	<b>\$36,324 46</b>

*Please send payment to 4 Longwood, Little Rock, AR 72223*

**APPLICATION AND CERTIFICATE FOR PAYMENT**

AIA DOCUMENT G702

**TO OWNER/CONTRACTOR:**

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

**PROJECT-**  
Clay County EECBG Project

Contract Date:  
11/23/2011

**APPLICATION NUMBER:** Invoice 10449

**APPLICATION DATE:** 3/7/2012  
**PERIOD TO:** 3/7/2012

**FROM SUBCONTRACTOR:**

Excel Energy Group, Inc.  
4 Longwood  
Little Rock, AR 72223

Distribution to:  
 OWNER  
 CONTRACTOR

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner and that current payment shown herein is now due.

1 ORIGINAL CONTRACT SUM	\$27,912.07
2. Net change by Change Orders	\$17,486.70
3 CONTRACT SUM TO DATE (Line 1 +/- 2)	\$45,398.77
4. TOTAL COMPLETED & STORED TO DATE	\$40,360.51
5. RETAINAGE	
a. 0% of Total Completed & Stored To Date (Column G of G703)	\$4,036.05
6 TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$36,324.46
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$0.00
8 CURRENT PAYMENT DUE	\$36,324.46
9 BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$5,038.26

**CONTRACTOR:**

Excel Energy Group, Inc.

By: [Signature] Date: 3/8/2012

State of: AR  
County of: Foote  
Subscribed and sworn to before me this 8<sup>th</sup> day of March 2012

Notary Public: Shell Johnson  
My Commission expires: 4-30-2020

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED

AMOUNT CERTIFIED: \$ 36,324.46  
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:  
By: [Signature] Date: 3/4/12

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

[Signature]

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$17,486.70	
Total approved this Month		
<b>TOTALS</b>	\$17,486.70	\$0.00
<b>NET CHANGES by Change Order</b>	\$17,486.70	

SHELL JOHNSON  
NOTARY PUBLIC  
FOOTE COUNTY, ARKANSAS  
0201 My Commission Expires 04/30/2020

609

**CONTINUATION SHEET**

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G703, APPLICATION AND CERTIFICATION FOR PAYMENT 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: 1

Invoice 10449

APPLICATION DATE: 3/7/2012

PERIOD TO: 3/7/2012

ARCHITECT'S PROJECT NO:

A ITEM NO	B DESCRIPTION OF WORK	C SCHEDULED		D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE) %	
		QUANTITY	UNIT PRICE	VALUE	FROM PREVIOUS APPLICATION (D + E)		THIS PERIOD	TOTAL COMPLETED AND STORED TO DATE (D+E+F)			% (G + C)
<b>Part A - COURTHOUSE</b>											
A1	Re-lamp Fixture with T8 Fluorescent Lamps & Retrofit w/ Electronic Ballast	117	\$29.82	\$3,488.94		\$3,488.94		\$3,488.94	100.00%		
A2	Install Programmable Thermostats	19	\$264.91	\$5,043.83		\$794.73	\$1,495.00	\$2,289.73	66.49%	\$1,154.10	
A3	Install Thermal Film on Windows	1,155	\$15.14	\$17,386.70		\$16,623.72		\$16,623.72	95.00%	\$862.98	
A4	Install Vending Machine Occupancy Sensor (VMOS)	1	\$212.72	\$212.72		\$0.00	\$156.10	\$156.10	73.38%	\$36.62	
A5	Re-lamp Fixture w/ 13w CFL (Screw in Type)	23	\$9.44	\$217.12		\$141.60		\$141.60	65.22%	\$75.52	
A6	Replace 300w Incandescent Fixture w/ 2F25T8 Fluorescent Fixture	12	\$95.05	\$1,140.60		\$1,140.60		\$1,140.60	100.00%		
<b>Part B - OFFICE COMPLEX</b>											
B1	Re-lamp Fixture w/ T8 Fluorescent Lamps & Retrofit w/ Electronic Ballast	279	\$29.82	\$8,319.78		\$8,319.78		\$8,319.78	100.00%		
B2	Install Programmable Thermostats	16	\$264.91	\$4,238.56		\$1,524.55	\$1,644.50	\$2,969.05	70.05%	\$1,269.51	
B3	Install Vending Machine Occupancy Sensor (VMOS)	1	\$212.72	\$212.72		\$0.00	\$156.10	\$156.10	73.38%	\$36.62	
B4	Install Occupancy Sensors	9	\$185.47	\$1,669.23		\$0.00	\$1,107.00	\$1,107.00	66.32%	\$562.21	
B5	Replace Hot Water Heater w/ High Efficiency Hot Water Heater	0	\$4,500.11	\$0.00		\$0.00					
B6	Project Signage and BECBO Compliance	1	\$842.97	\$842.97		\$842.97		\$842.97	100.00%		
B7	Re-lamp Fixture w/ 13w CFL (Screw in Type)	72	\$9.44	\$679.68		\$679.68		\$679.68	100.00%		
<b>Part C - HEALTH DEPARTMENT</b>											
C1	Re-lamp Fixture with T8 Fluorescent Lamps & Retrofit w/ Electronic Ballast	39	\$29.82	\$1,162.98		\$775.32		\$775.32	66.67%	\$387.66	
C2	Install Programmable Thermostats	12	\$264.91	\$3,178.82		\$529.82		\$529.82	100.00%		
C3	Install Vending Machine Occupancy Sensor (VMOS)	1	\$212.72	\$212.72		\$0.00	\$156.10	\$156.10	73.38%	\$36.62	
C4	Install Occupancy Sensors	8	\$185.47	\$1,483.76		\$0.00	\$984.00	\$984.00	66.32%	\$499.76	
C5	Re-lamp Fixture w/ 13w CFL (Screw in Type)	6	\$9.44	\$56.64		\$0.00			0.00%	\$56.64	
<b>GRAND TOTALS</b>				\$43,398.77	\$0.00	\$14,661.71	\$3,694.80	\$40,360.51	88.90%	\$5,018.26	\$4,036.05

570

NO \_\_\_\_\_

**IN THE MATTER OF ADVERTISING FOR BIDS ON THE FIVE (5) NRCS  
WATERSHED PROJECTS**


---

There came on this day for consideration the matter of advertising for bids on the five (5) NRCS Watershed Projects

It appears to this Board the County Engineer is requesting to advertise for bids for contractors on the five (5) NRCS Watershed Projects to be taken on Thursday, May 17, 2012 at 10 00

After motion by Lynn Horton and second by R B Davis this Board doth vote unanimously to advertise for contractor services to be performed on the five (5) NRCS Emergency Watershed Protection Projects

SO ORDERED this the 5<sup>th</sup> day of April, 2012

  
\_\_\_\_\_  
President

7.9

<b>Clay County MS</b>			
<b>NRCS Projects</b>			
<b>Project Name/Location</b>	<b>85% NRCS</b>	<b>15% TRVWMD</b>	<b>Project Total</b>
Hopewell Road Project	54,638 00	9,642 00	64,280 00
Line Creek and Houlka Creek Watersheds	215,800 00	38,100 00	253,900 00
Sand Creek along Barr Hill	68,450 50	12,079 50	80,530 00
McGee Creek/Vinton Road	31,343 75	5,531 25	36,875 00
<b>Total</b>	<b>370,232 25</b>	<b>65,352 75</b>	<b>435,585 00</b>
<b>To be handled by other entities It is my understanding Clay is NOT Responsible</b>			
Line Creek Project	351,220 00	61,980 00	413,200 00
Houlka Project			



NO \_\_\_\_\_

**IN THE MATTER OF SPREADING ON THESE MINUTES THE SHERIFF'S  
CERTIFICATE OF ATTENDANCE TO THE MS SHERIFF'S TRAINING**

---

There came on this day for consideration the matter of spreading on these minutes the Sheriff's Certificate of Attendance and Completion to the Ms Sheriff's Training

After motion by Lynn Horton and second by Shelton Deanes this Board doth vote unanimously to spread on this Board's minutes the Certificate of Attendance

SO ORDERED, this the 5th day of April, 2012

  
\_\_\_\_\_  
President

613'

# MISSISSIPPI

## LAW ENFORCEMENT OFFICERS' TRAINING ACADEMY

This is to certify that

**H. Eddie Scott**

has successfully completed the

**MS Sheriff's Training Course**

conducted by the Mississippi Law Enforcement  
Officers' Training Academy  
at Pearl, Mississippi

November 28 - December 8, 2011

614

*Pat Cronin*

Pat Cronin, Director

*Ray Proulx*

In-Service Coordinator, Ray Proulx

NO \_\_\_\_\_

**IN THE MATTER OF A TRANSFER OF FUNDS**

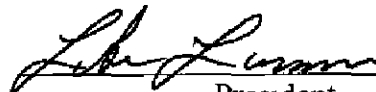
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There came on this day for consideration the matter of a transfer of funds

It appears to this Board there was budgeted in fund #001, General Fund, \$200,000 to transfer to the E911 Fund if needed and that it further appears \$150,000 is needed to be transferred from fund #001, General Fund, to fund #097, E911 Fund in order for the said E911 Fund to operate sufficiently

After motion by R B Davis and second by Floyd McKee this Board doth vote unanimously to transfer \$150,000 from fund #001, General Fund to fund #097, E911 Fund

SO ORDERED, this the 5<sup>th</sup> day of April, 2012

  
\_\_\_\_\_  
President

015

016

NO \_\_\_\_\_

**IN THE MATTER OF ADVERTISING RESOURCES**

---

There came on this day for consideration the matter of advertising resources

It appears to this Board the Clay County Unit of NAACP Chapter is hosting its annual Freedom Fund Banquet at the Bryan Union Hall on Saturday, May 12, 2012 at 7 00 and the local chapter is selling adds for the program as attached hereto as "Exhibit A" and is requesting for this Board to purchase an advertisement for the said program promoting Clay County It further appears the cost of a full page advertisement is \$100

After motion by Shelton Deanes and second by Floyd McKee this Board doth vote unanimously to purchase a \$100 full page advertisement promoting Clay County in the Freedom Fund Banquet program on Saturday, May 12, 2012 at the Bryan Union Hall

SO ORDERED, this the 5<sup>th</sup> day of April, 2012

  
\_\_\_\_\_  
President

# Clay County Branch Souvenir Booklet Form

P O Box 33

West Point, MS 39773

Johnnie Rasberry, Ph.D, President (494-7632)

YES! We/I want to purchase and ad in this year's Souvenir Booklet (I/We)  
want to purchase a

full page ad \$100 00  
 half page ad \$ 65 00  
 quarter page ad \$ 35 00

Checks should be made payable to The Clay County Branch NAACP

-----  
**PLEASE COMPLETE**  
-----

Your/Business Name Clay C

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone # \_\_\_\_\_

Wording for ad -(see attached) \_\_\_ business card or \_\_\_ flyer

(Please Print)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_ Payment received \_\_\_\_\_

\_\_\_ Payment to be received \_\_\_\_\_ Phone # \_\_\_\_\_

[Signature] Purchaser's signature  
4/5/12



618

WELCOME TO

# Clay County

THE POINT OF EXCELLENCE

- \* **EXPLORE:** The award-winning Kitty Dill National Parkway, the Tenn-Tom Waterway
- \* **EXCITE:** Old Waverly's Championship Golf Course, Anthony's Cuisine, The Prairie Arts Festival, The Howlin' Wolf Museum & Festival
- \* **ECONOMIC DEVELOPEMENT:** Mossy Oak, Southern Ionics, The Ritz Theater & Conference Center
- \* **EDUCATION:** West Point High School, The 2010 and 2011 State 5A Football Champs

*Lynn Horton, Supervisor District 1, Luke Lummu's, Supervisor District 2, R B Davis, Supervisor District 3, Shelton Deanes Supervisor District 4, Floyd McKee, Supervisor District 5*

NO \_\_\_\_\_

**IN THE MATTER OF ISSUING A RIGHT OF WAY DEED ON THE GILREATH ROAD  
BRIDGE PROJECT NO BR-0013(48)B AND AUTHORIZING PAYMENT**

---

There came on this day for consideration the matter of issuing a Right of Way deed on the Gilreath Road Bridge Project No BR-0013(48)B and authorizing payment

It appears to this Board box culverts are needed to be installed around the bridge located on Gilreath Road and a Right of Way deed is needed by the County in order to install and maintain the culverts in the future. Furthermore, it appears the following people own property around the bridge as attached hereto as "Exhibit A" and are requesting the following monies for payment in exchange for the said right of way deed for the bridge

Anne P Dexter	4888 acres	\$ 597 34
Barr Family Farm LLC	5510 acres	673 35
Ralph Dexter	3295 acres	402 66
Joyce Aycock	0873 acres	106 68
James & Louise Davis	5321 acres	650 25

After motion by Lynn Horton and second by Floyd McKee this Board doth vote unanimously to pay the property owners listed above the said amount of money for a Right of Way Deed to install a box culvert on the bridge located on Gilreath Road and for any future maintenance needed on the said culverts

SO ORDERED, this the 5<sup>th</sup> day of April, 2012

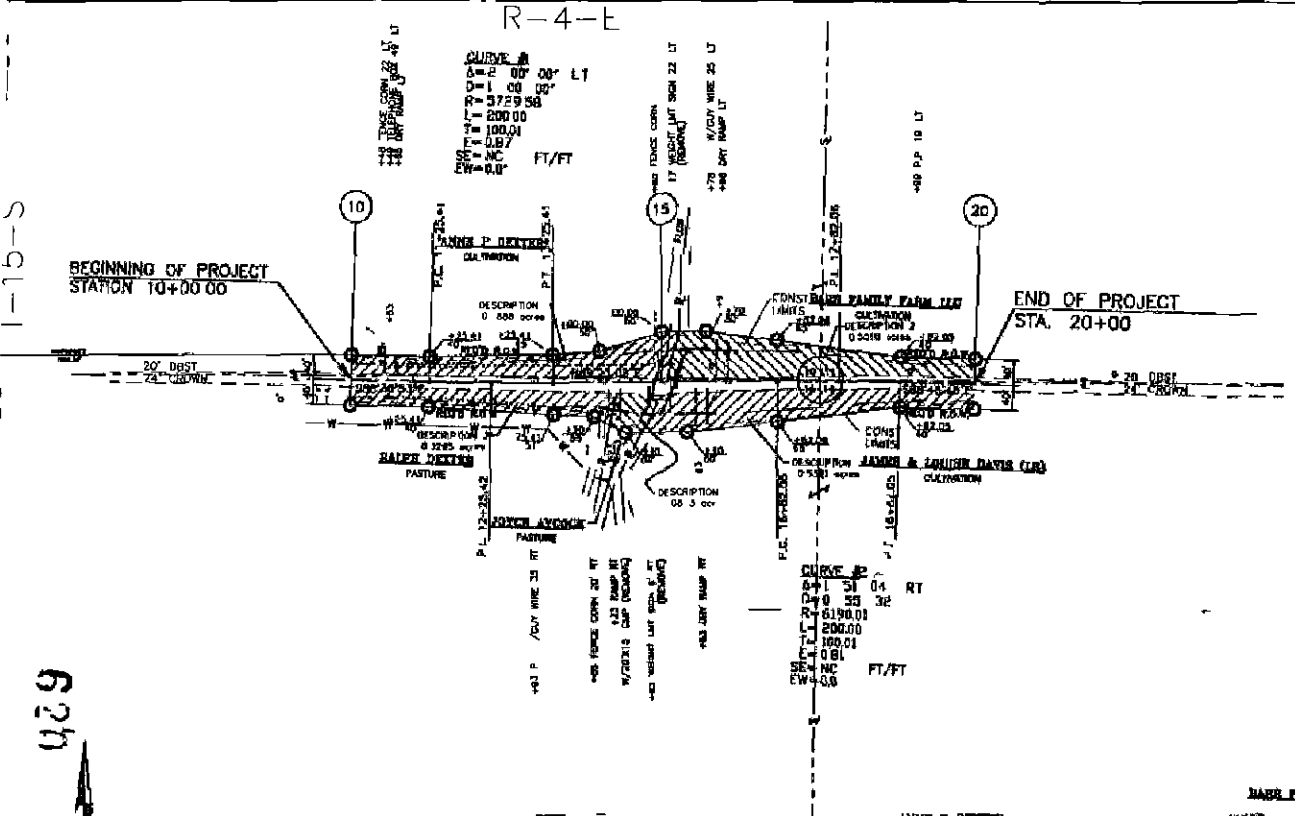


\_\_\_\_\_  
President

619

Box 4

0 C  
1.000 -  
0.8183  
1.222 015 x  
0 C  
1.222 05 y  
0.5510  
673 349



DESCRIPTION #1 ANNE P. DENTON  
Commencing at found iron pin at the SW corner of the SW 1/4 of the SE 1/4 of Section 15, R. 4 E. T. 15 S. Clay County, Mississippi, thence North, a distance of 5.30758 feet, thence East, a distance of 152.97 feet, thence South, a distance of 182.50 feet, thence West, a distance of 104.00 feet, thence North, a distance of 24.75 feet, thence East, a distance of 104.00 feet, thence North, a distance of 24.75 feet, thence West, a distance of 104.00 feet, thence South, a distance of 182.50 feet, thence East, a distance of 152.97 feet, thence North, a distance of 5.30758 feet, to the point of beginning and being located in the SE 1/4 of the SW 1/4 of Section 15, T. 15 S. R. 4 E. Clay County, Mississippi and containing 0.8825 acres, more or less.

DESCRIPTION #2 RAMP FAMILY FARM LLC  
Commencing at found iron pin at the SW corner of the SW 1/4 of the SE 1/4 of Section 15, R. 4 E. T. 15 S. Clay County, Mississippi, thence North, a distance of 5.30758 feet, thence East, a distance of 152.97 feet, thence South, a distance of 182.50 feet, thence West, a distance of 104.00 feet, thence North, a distance of 24.75 feet, thence East, a distance of 104.00 feet, thence North, a distance of 24.75 feet, thence West, a distance of 104.00 feet, thence South, a distance of 182.50 feet, thence East, a distance of 152.97 feet, thence North, a distance of 5.30758 feet, to the point of beginning and being located in the SE 1/4 of the SW 1/4 of Section 15, T. 15 S. R. 4 E. Clay County, Mississippi and containing 0.8825 acres, more or less.

DESCRIPTION #3 RALPH DENTON  
Commencing at found iron pin at the SW corner of the SW 1/4 of the SE 1/4 of Section 15, R. 4 E. T. 15 S. Clay County, Mississippi, thence North, a distance of 5.30758 feet, thence East, a distance of 152.97 feet, thence South, a distance of 182.50 feet, thence West, a distance of 104.00 feet, thence North, a distance of 24.75 feet, thence East, a distance of 104.00 feet, thence North, a distance of 24.75 feet, thence West, a distance of 104.00 feet, thence South, a distance of 182.50 feet, thence East, a distance of 152.97 feet, thence North, a distance of 5.30758 feet, to the point of beginning and being located in the SE 1/4 of the SW 1/4 of Section 15, T. 15 S. R. 4 E. Clay County, Mississippi and containing 0.8825 acres, more or less.

DESCRIPTION #4 JOYCE AYCOCK  
Commencing at found iron pin at the SW corner of the SW 1/4 of the SE 1/4 of Section 15, R. 4 E. T. 15 S. Clay County, Mississippi, thence North, a distance of 5.30758 feet, thence East, a distance of 152.97 feet, thence South, a distance of 182.50 feet, thence West, a distance of 104.00 feet, thence North, a distance of 24.75 feet, thence East, a distance of 104.00 feet, thence North, a distance of 24.75 feet, thence West, a distance of 104.00 feet, thence South, a distance of 182.50 feet, thence East, a distance of 152.97 feet, thence North, a distance of 5.30758 feet, to the point of beginning and being located in the SE 1/4 of the SW 1/4 of Section 15, T. 15 S. R. 4 E. Clay County, Mississippi and containing 0.8825 acres, more or less.

DESCRIPTION #5 JAMES & LAURIE DAVIS (LR)  
Commencing at found iron pin at the SW corner of the SW 1/4 of the SE 1/4 of Section 15, R. 4 E. T. 15 S. Clay County, Mississippi, thence North, a distance of 5.30758 feet, thence East, a distance of 152.97 feet, thence South, a distance of 182.50 feet, thence West, a distance of 104.00 feet, thence North, a distance of 24.75 feet, thence East, a distance of 104.00 feet, thence North, a distance of 24.75 feet, thence West, a distance of 104.00 feet, thence South, a distance of 182.50 feet, thence East, a distance of 152.97 feet, thence North, a distance of 5.30758 feet, to the point of beginning and being located in the SE 1/4 of the SW 1/4 of Section 15, T. 15 S. R. 4 E. Clay County, Mississippi and containing 0.8825 acres, more or less.

SCALE 1"=100'

MONUMENT POINT IS A FOUND IRON PIN AT THE SW CORNER OF THE SW 1/4 OF THE SE 1/4 OF SECTION 15, R. 4 E. T. 15 S. CLAY COUNTY, MISSISSIPPI

MONUMENT POINT IS A FOUND IRON PIN AT THE SW CORNER OF THE SW 1/4 OF THE SE 1/4 OF SECTION 15, R. 4 E. T. 15 S. CLAY COUNTY, MISSISSIPPI

Bearing by GPS and based on State Plane Coordinate grid  
M  
sp. Coor. System (1983) E. 1 Zone  
NAD 83  
GCS NAD 83  
S 1 F  
for 0.999950083

CERTIFICATE OF SURVEY  
To all parties involved, persons surveyed:  
This is to certify that I, Robert L. Calvert, have performed a true and correct survey of the property herein defined and that the figures, bearings, distances, and other data herein represent a true and correct copy of said survey.

ROBERT CALVERT  
Professional Land Surveyor  
Mississippi License No. 3683

CLASS C SURVEY

1000' =  
Pate Danton 0.8183  
Ramp Family Farm 673.35  
Joyce Aycock 106.68  
James Davis 650.25  
2,430.28

CALVERT SPREADING ENGINEERS, INC. Consulting Engineers 600 West 9th Street (S-20) 39201 Vad. Publ., Mississippi 39276	CARADINE ROAD BR-0013(48)R RIGHT-OF-WAY	
	DESIGNED BY: RALPH DENTON DRAWN BY: J. W. BRYAN CHECKED BY: J. W. BRYAN DATE: 11-1-00	SHEET NO. 1 OF 1



NO \_\_\_\_\_

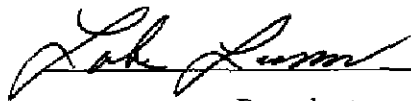
**IN THE MATTER OF GOING INTO CLOSED SESSION**

---

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

After motion by Lynn Horton and seconded by R B Davis this Board does vote  
unanimously to go into Closed Session

SO ORDERED, this the 5<sup>th</sup> day of April, 2012

  
\_\_\_\_\_  
President

62

**621**

---

62

**IN THE MATTER OF GOING FROM CLOSED SESSION INTO EXECUTIVE  
SESSION**

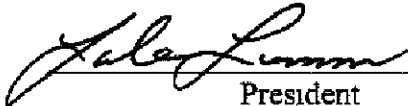
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There came on this day for consideration the matter of going from closed session to executive session

It appears to this Board the need to go into executive session as authorized in Section 25-41-7 (4)(a) and (b) of the *Mississippi Code of 1972* to discuss a personnel issue and prospective litigation

After a motion by R. B Davis and second by Shelton Deanes this Board doth vote unanimously to go into executive session

SO ORDERED, this the 5th day of April, 2012

  
\_\_\_\_\_  
President

NO. \_\_\_\_\_

**IN THE MATTER OF COMING OUT OF EXECUTIVE SESSION**

---

There came on this day the matter of coming out of executive session

After motion by Floyd McKee and second by R. B. Davis this Board doth vote  
unanimously to come out of executive session

SO ORDERED this the 5<sup>th</sup> day of April, 2012

  
\_\_\_\_\_  
President

NO \_\_\_\_\_

**IN THE MATTER OF AUTHORIZING THE PRESIDENT TO EXECUTE THE  
CONTRACT WITH THE COLUMBUS LOWNDES DEVELOPMENT LINK aka THE  
“LINK”**

---

There came on this day for consideration the matter of authorizing the President to execute the contract with the Columbus Lowndes Development Link a k a the “Link”

It appears to this Board a contract as attached hereto as “Exhibit A” has been presented to this Board and to the City of West Point for economic development services to be provided by the Columbus Lowndes County LINK a k a the “LINK” for the next three (3) years

After motion by Lynn Horton and second by R B Davis this Board doth vote unanimously to authorize the President to execute the contract as attached hereto as “Exhibit A” with the Columbus Lowndes Development Link a k a the “LINK” to perform economic development services for West Point/Clay County

SO ORDERED this the 5<sup>th</sup> day of April, 2012

  
\_\_\_\_\_  
President

624

**ECONOMIC DEVELOPMENT SERVICES AGREEMENT**

This Economic Development Services Agreement (“Agreement”) is made and entered into as of the last date of execution (the “Effective Date”) by and among the Columbus Lowndes Development LINK (the “LINK”), The West Point/Clay County Community Growth Alliance (the “Growth Alliance”) Clay County, Mississippi, acting by and through its Board of Supervisors (the “County”) and the City of West Point, Mississippi, acting by and through its Board of Selectmen (the “City”, and collectively with the County and the Growth Alliance, the “Customer Parties”)

**RECITALS**

A WHEREAS, the Growth Alliance is a Mississippi non-profit corporation, organized, among other things, to promote, encourage and advance economic, industrial, and commercial growth in the City of West Point and throughout Clay County, Mississippi,

B WHEREAS, the LINK is a Mississippi non-profit corporation, organized, among other things, to promote, encourage and advance economic, industrial, and commercial growth in the City of Columbus, Lowndes County, Mississippi and in the surrounding trade area,

C WHEREAS, during the past several years, the LINK has demonstrated a successful record of attracting and inducing new businesses, including several large manufacturers, to locate in the City of Columbus and/or Lowndes County, and inducing existing businesses to expand their operations resulting in the creation of new jobs, additional tax revenues and other economic benefits in the City of Columbus and Lowndes County,

D WHEREAS, the Customer Parties desire to engage the LINK to provide to the Growth Alliance, for the benefit of the City of West Point and Clay County, Mississippi, the Economic Development Services (as defined herein) and the LINK desires to accept such engagement, subject to the terms and conditions of this Agreement

**AGREEMENT**

**NOW, THEREFORE**, for and in consideration of the mutual covenants, promises and agreements contained herein, and other good and valuable consideration, the parties agree as follows

**1 TERM AND TERMINATION**

1.01 *Term* The term of this Agreement shall be for a period of three (3) years, beginning May 1, 2012 and ending April 30, 2015 (the “Term”), unless terminated earlier in accordance with this Agreement

1 02 *Termination by Agreement* This Agreement may be terminated at any time during the Term by mutual written agreement of all of the parties hereto

1 03 *Termination on Notice of a Material Default* In the event that (a) either (i) the LINK shall give written notice to the Growth Alliance that one or more of the Customer Parties has materially defaulted in the performance of any of their obligations under this Agreement, or (ii) the Customer Parties shall each give written notice to the LINK that the LINK has materially defaulted in the performance of any of its obligations under this Agreement, and (b) such material default is not cured within thirty (30) calendar days of the date such notice of default is received, the party providing such notice shall have the right to immediately terminate this Agreement upon the expiration of such thirty (30) day period For the avoidance of any confusion a "material default" shall include, *inter alia* (a) in the case of the Customer Parties, the failure of any of the Customer Parties to make any payments required herein to the LINK or, (b) in the case of LINK, (i) the substantial failure by the LINK to provide the Economic Development Services described in Section 2 01 and/or the failure by the LINK to satisfy its obligations described in Section 2 03 and 2 04

1 04 *Termination by Circumstances* Either the LINK or the Customer Parties collectively may, upon six (6) months notice to the other party or parties, as applicable, terminate this Agreement in the event the LINK's current Chief Executive Officer, Joe Max Higgins, no longer serves in such capacity

1 05 *Effect of Termination and Expiration* Upon termination of this Agreement prior to the expiration of the Term in accordance herewith, no party hereto shall have any further obligations hereunder, except for its obligations arising prior to the date of such termination and the obligations of the Customer Parties set forth in Sections 2 03, 4 02 and 5 Upon expiration of the Term of this Agreement, no party hereto shall have any further obligations hereunder, except for its obligations arising prior to the date of such expiration and the obligations of the Customer Parties set forth in Sections 4 02 and 5

## 2 LINK SERVICES

2 01 *Economic Development Services* The Customer Parties agree to engage and retain the LINK to provide economic development services ("Economic Development Services") as described herein The LINK agrees to accept such engagement and to discharge its duties in accordance with the terms and conditions provided in this Agreement For purposes of this Agreement, such Economic Development Services shall mean those types of services currently provided by LINK for the City of Columbus and Lowndes County, Mississippi, including, without limitation, the following (a) workforce development, (b) existing business expansion and retention, (c) new business attraction and development, (d) research and planning and (e) organizational capacity, provided, however, that the LINK shall not provide any services with respect to any chambers of commerce, main street associations or similar organizations in existence in the City and County unless specifically engaged by the Growth Alliance to do so and only to the extent that the LINK accepts, in its discretion, any such engagement The LINK shall also identify and make recommendations to one or more Customer Parties with respect to any work deemed by the LINK to be reasonable and necessary in order to provide the Economic Development Services in accordance herewith, including but not limited to any such work by

civil engineers, architects, attorneys, public relations professionals and accountants (collectively, ‘Support Services’), and the Customer Parties shall be responsible for authorizing, engaging and providing payment for all such Support Services, provided, however, that each of the Customer Parties acknowledges and agrees that the ability of the LINK to provide the Economic Development Services will be materially restricted in the event any of the Customer Parties fail to authorize, engage or provide payment for any Support Services identified and recommended by the LINK to be reasonable and necessary in order to provide the Economic Development Services in accordance herewith, and the LINK shall not be liable for any default by the LINK of its obligations hereunder as a result of such failure

2 02 *Relationship of the Parties* The LINK is engaged and retained as an independent contractor and not as an officer, agent or employee of any of the Customer Parties

2 03 *LINK Resources* The LINK shall utilize a portion or all, as the LINK determines in its discretion to be needed, of its personnel, facilities, databases and research in order to provide Economic Development Services to the Growth Alliance in accordance herewith. At its own expense, the LINK shall also select and hire an additional economic developer whose professional services shall be devoted primarily to providing the Economic Development Services to the Growth Alliance in accordance herewith (the ‘New Developer’). The LINK shall be solely responsible for hiring, training, supervising and, if deemed necessary by the LINK in its discretion, terminating the New Developer. The New Developer shall, at the expense of the LINK (a) have or obtain certification as a Certified Economic Developer (or CEcD) from the International Economic Development Council, and (b) attend economic development seminars, conferences and training programs within the State of Mississippi and the surrounding region as directed by the Chief Executive Officer of the LINK. Upon the termination of this Agreement by the Customer Parties prior to the expiration of the Term (*i e*, April 30, 2015) for any reason except as permitted by Sections 1 03 or 1 04, the Growth Alliance (and to the extent applicable in accordance with Section 3 01, the Customer Parties) shall thereafter be liable to the LINK for the payment or reimbursement of the salary, benefits and other incremental costs incurred by the LINK which are directly associated with the New Developer’s employment by the LINK from the date of such termination until April 30, 2015, provided, however, that in the event of termination of this agreement by reason of Section 1 04, the Customer Parties shall be relieved of any such obligation for the New Developer’s salary, benefits and other incremental costs from the date of separation of Joe Max Higgins from the employ of the LINK. Notwithstanding any other provisions herein to the contrary, the LINK shall continue throughout the Term to utilize a portion or all, as needed, of its personnel, facilities, databases and research to continue providing such services to the City of Columbus, Lowndes County, Mississippi and the surrounding trade area.

2 04 *LINK Governance* The LINK will amend or cause to be amended its bylaws or other organizational documents necessary to expand the size of its Board of Directors to include four (4) additional directors and will, in accordance with its bylaws, permit the appointment or election of such additional directors by the Growth Alliance from among the members thereof (the ‘New Directors’). The LINK will also amend or cause to be amended its bylaws or other organizational documents necessary to expand the size of its Executive Committee to include two (2) additional Executive Committee members and will, in accordance with its bylaws,

appoint or elect or cause to be appointed or elected such additional committee member from among the New Directors (the "New Committee Members")

2 05 *Competitive Nature of Services* The parties hereto understand and agree that economic development and the recruitment of new business enterprises into a community is a very competitive undertaking and the decision by a business enterprise to locate a new project or expand an existing facility or operation in a particular area depends upon many subjective factors which are beyond the control or influence of the parties hereto, including without limitation, the LINK. The LINK, therefore, makes no guarantees, representations, or express or implied warranties that the Economic Development Services provided by it in accordance with this Agreement will result in any decision by any business enterprise to locate a new project or expand an existing facility or operation in the City or the County. Without limiting any provision of Section 6, the Customer Parties further agree that the LINK shall not, in the performance of its obligations pursuant to this Agreement, be liable to any of the Customer Parties or to any other person for any losses, damages, costs or other expenses, whether direct, indirect, consequential or otherwise, which result from the decision of any business enterprise to not locate a new project or expand an existing facility or operation in the City or County. In particular, the Customer Parties further agree that the LINK shall not be liable to any of the Customer Parties by reason of the failure by any business enterprise to locate a new project or expand an existing facility or operation in the City or County, including without limitation the decision by a business enterprise to locate a new project or expand an existing facility or operation in the City of Columbus or Lowndes County, Mississippi.

### 3 GROWTH ALLIANCE RESPONSIBILITIES

3 01 *Payment of Service Fees* The Growth Alliance shall promptly pay, as and when due, the Annual Services Fee (as defined in Section 4 01), any Performance-Based Fees (as defined in Section 4 02) and any other fees, costs or expenses required hereunder. Subject to annual appropriation of City and County funds by their respective governing bodies, the City and the County hereby agree to continue to provide an annual budget authorization to be paid through quarterly disbursements from the City and the County to the Growth Alliance for the purpose of funding, and timely making all payments to the LINK required herein to fund, the Economic Development Services. Notwithstanding the foregoing, (a) the City, as a party hereto, shall be, and hereby agrees that it is jointly and severally liable with the Growth Alliance to the LINK for the payment of up to One Hundred Fifty Thousand (\$150,000) of each Annual Services Fee, the full amount of any Performance-Based Fees attributable to the City pursuant to Section 4 03, and up to fifty percent (50%) of any other fees, costs or expenses required herein, including without limitation the payment of costs and expenses directly associated with the New Developer upon the termination of this Agreement by the Customer Parties prior to the expiration of the Term pursuant to Section 2 03, and (b) the County, as a party hereto, shall be, and hereby agrees that it is jointly and severally liable with the Growth Alliance to the LINK for the payment of up to One Hundred Fifty Thousand (\$150,000) of each Annual Services Fee, the full amount of any Performance-Based Fees attributable to the County pursuant to Section 4 03, and up to fifty percent (50%) of any other fees, costs or expenses required herein, including without limitation the payment of costs and expenses directly associated with the New Developer upon the termination of this Agreement by the Customer Parties prior to the expiration of the Term pursuant to Section 2 03.



3 02 *Contact* The CEO of the LINK shall select from among the New Committee Members one or more individuals to serve as the Customer Parties' primary point of contact for the LINK. The parties hereto acknowledge and agree that economic development projects and related activities frequently require involvement by both private and public third parties, including without limitation, the Mississippi Development Authority, Tennessee Valley Authority, the Appalachian Regional Commission, the U S Department of Housing and Urban Development, the U S Department of Agriculture, local water and sewer systems and natural gas companies. To minimize any confusion or miscommunications between such third parties with respect to economic development projects, the Customer Parties agree that they will, to the extent feasible, request of such third parties that the LINK serve as the initial, and thereafter the primary, point of contact for such third parties during the Term hereof with respect to such economic development projects. The Customer Parties further agree that they shall not issue or permit the issuance of any press releases or make or permit the making of any public announcements without first consulting with the LINK regarding such matters and affording the LINK an opportunity to provide any feedback or input with respect thereto.

**4 ECONOMIC DEVELOPMENT SERVICES FEES**

4 01 *Annual Service Fees* Subject to Section 3 01, the sum of Three Hundred Fifty Thousand Dollars (\$350,000 00) (the "Annual Services Fee") shall be paid to the LINK annually for each year during the Term. The payment of each Annual Services Fee shall be made in periodic installment payments to the LINK each year during the Term of the Agreement as follows:

<u>Payment Due Date</u>	<u>Installment Payment Amount</u>
May 1, 2012	\$58,333 33
July 1, 2012	\$87,500 00
October 1, 2012	\$87,500 00
January 1, 2013	\$87,500 00
April 1, 2013	\$87,500 00
July 1, 2013	\$87,500 00
October 1, 2013	\$87,500 00
January 1, 2014	\$87,500 00
April 1, 2014	\$87,500 00
July 1, 2014	\$87,500 00
October 1, 2014	\$87,500 00
January 1, 2015	\$87,500 00
April 1, 2015	\$29,166 67

Provided, however, in the event the Agreement is terminated prior to the end of the Term in accordance with this Agreement, compensation shall be pro-rated based upon a 365-day calendar year.

4 02 *Performance-Based Fees* The parties hereto acknowledge and agree that among other Economic Development Services to be provided hereunder, the Customer Parties desire that the LINK, and the LINK agrees to, endeavor to attract and induce significant economic

development projects to locate in the City and/or the County in order to create new jobs, tax revenues and other economic benefits. The LINK shall therefore be entitled to receive, additional performance-based fees equal to ten percent (10%) of the amount of any fee-in-lieu of (ad valorem) tax payments received by the City and/or the County (but not to the West Point Municipal Separate School District or the Clay County School District) from any taxpayer that enters into a fee-in-lieu agreement pursuant to (a) Section 27-31-104 of the Mississippi Code of 1972, as amended, or (b) pursuant to any new legislation enacted by the Mississippi Legislature (each a "Performance-Based Fee") During each year of the term of any such fee-in-lieu agreement, the payment of any Performance-Based Fee shall be payable in full to the LINK, at its principal place of business, within ninety (90) days after the receipt by the County and/or City, as applicable, of the related fee-in-lieu of (ad valorem) tax payments from the taxpayer. The Customer Parties acknowledge and agree that the entitlement of the LINK to all of the Performance-Based Fees arising from a particular fee-in-lieu agreement accrues on the date such agreement is executed by the parties thereto during the Term, and that the rights of the LINK to receive, and the obligations of the Customer Parties to pay such Performance-Based Fees with respect to a particular fee-in-lieu agreement shall (x) survive the expiration or termination of this Agreement and (y) continue until such fee-in-lieu agreement expires or is terminated. Notwithstanding any provision of Section 3-01 to the contrary, (y) the liability of each of the City and the County thereunder to fund, directly or indirectly, any Performance-Based Fee payment required hereunder shall be limited to the amount of the associated fee-in-lieu of (ad valorem) tax payment received by the City and the County, respectively.

#### 5 NON-SOLICITATION

As further inducement for the LINK to enter into this Agreement, each of the Customer Parties agrees that, for a period of two (2) years after the termination or expiration of this Agreement for any reason, it shall not, directly or indirectly, (i) induce or attempt to induce any officer, director or employee of the LINK, including without limitation, the New Developer, to leave the employ of the LINK or otherwise sever any relationship therewith, (ii) employ or otherwise engage as an employee, independent contractor or otherwise any such officer, director or employee of the LINK who, within the preceding one (1) year period, has been an officer, director or employee of the LINK, or (iii) in any way interfere with the relationship between the LINK and any officer, director or employee thereof.

#### 6 LIMITATIONS OF LIABILITY, INDEMNITY

The parties hereto acknowledge and agree that, as a result of this Agreement, (a) the sole relationship between the LINK and any of the Customer Parties is that of a services provider (*i.e.*, the LINK) and its customers (*i.e.*, the Customer Parties), and (b) the LINK is engaged and retained solely as an independent contractor and not as an officer, agent or employee of any of the Customer Parties, and therefore, without limiting any express remedies set forth in this Agreement, neither the LINK nor any of the Customer Parties shall be liable to each other or any third party for any indirect, consequential, punitive, exemplary or special damages, or any damage to third parties arising out of this Agreement or any breach of this Agreement. The Growth Alliance shall, to the fullest extent permitted by applicable law, indemnify, hold harmless and defend the LINK and any employee, officer, director, member, stockholder, committee or board member, agent or representative thereof from and against any and all

liabilities, damages, actions, costs, losses, claims and expenses (including reasonable attorney's fees) ("Claims") arising out of, caused by or resulting from the execution, delivery and/or performance of the Growth Alliance's obligations under this Agreement. Notwithstanding the foregoing sentence, the parties hereto agree that the Growth Alliance is not responsible for any indemnity obligation hereunder to the extent such obligation arises from the negligent or willful acts or omissions of the LINK. The LINK shall, to the fullest extent permitted by applicable law, indemnify, hold harmless and defend the Customer Parties and any employee, officer, director, member, stockholder, committee or board member, agent or representative thereof from and against any and all Claims arising out of, caused by or resulting from the execution, delivery and/or performance of the LINK's obligations under this Agreement. Notwithstanding the foregoing sentence, the parties hereto agree that the LINK is not responsible for any indemnity obligation hereunder to the extent such obligation arises from the negligent or willful acts or omissions of the Growth Alliance or the other Customer Parties.

## 7 MISCELLANEOUS PROVISIONS

7 01 *Amendment* The parties hereto may amend, modify or supplement this Agreement in such manner as may be agreed upon, but only by an instrument in writing executed by the parties to this Agreement. Neither this Agreement nor any term or provision may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought and then such change, waiver, discharge or termination shall be effective only for the time and to the extent set forth in writing.

7 02 *Failure or Indulgence Not a Waiver Cumulative Remedies* No failure or delay on the part of a party to this Agreement to exercise any power, right or privilege under this Agreement shall impair such power, right or privilege or be construed to be a waiver of any default or acquiescence therein nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other right, power or privilege. All rights and remedies existing under this Agreement are cumulative to and not exclusive of any rights or remedies otherwise available.

7 03 *Severability* In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction shall not in any way be effected or impaired.

7 04 *Headings* Section and subsection headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect.

7 05 *Successors and Assigns* This Agreement shall be binding upon the parties hereto and their respective successors, assigns, executors, administrators and others in privity.

7 06 *Counterparts, Effectiveness* This Agreement and any amendments, waivers, or supplements may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all

such counterparts together shall constitute but one and the same instrument. This Agreement shall become effective upon the execution of the counterpart by each of the parties hereto.

7.07 *Construction* Words of any gender used shall be held to include any other gender and words in the singular number shall be held to include the plural, when the sense requires.

7.08 *Additional Documents* The parties hereto agree to execute and deliver such additional documents and instruments that are reasonably necessary or appropriate to enforce, effectuate, further the purposes of this Agreement or otherwise carry out its terms.

7.09 *Notices* Any notice shall be conclusively deemed to have been received by a party and be effective on the day on which delivered to such party at the address set forth below (or at such other address as such party shall specify to the other party in writing) or if sent by registered or certified mail, on the third business day after the day on which mailed, addressed to such party at said address.

If to the LINK	Columbus Lowndes Development LINK Attention Chief Executive Officer P O Box 1328 Columbus MS 38702
With a copy to	J Gordon Flowers Brunini Law Firm P O Box 7520 Columbus, MS 39702
If to the Growth Alliance	The West Point/Clay County Community Growth Alliance 510 East Broad Street West Point, MS 39773
With a copy to	Michelle D Easterling Edwards Storey Marshall Helveston & Easterling P O Box 835 West Point, MS 39773
If to the City	City of West Point, Mississippi Attention Mayor 204 Commerce Street West Point, MS 39773
With a copy to	Orlando R. Richmond, Sr Butler, Snow, O'Mara, Stevens and Cannada, PLLC Renaissance at Colony Park 1020 Highland Colony Parkway, Suite 1400 Ridgeland, MS 39157
If to the County	Clay County, Mississippi

Attention President, Board of Supervisors  
205 Court Street  
West Point, MS 39773

With a copy to

Robert B Marshall, Jr  
Edwards, Storey, Marshall, Helveston & Easterling, LLP  
103 E Broad Street  
West Point, Mississippi 39773

7 10 *Entire Agreement* This Agreement supercedes all previous contracts and constitutes the entire Agreement between the parties respecting the subject matter, and no oral statements or prior written material not specifically incorporated in this Agreement shall be of any force and effect

7 11 *Authority and Consents* Each party hereto represents and warrants to the other parties that it has the right, power, legal capacity and authority to enter into this Agreement, and to perform its obligations under this Agreement, and no approvals or consents of any persons not a party hereto are necessary in connection therewith The execution and delivery of this Agreement has been duly authorized by all necessary corporate or governing body action as applicable, on behalf of each party This Agreement has been duly and validly executed and delivered by each party hereto to the other, and constitutes the legal, valid and binding agreement of each party and is enforceable in accordance with its terms

7 12 *Governing Law* This Agreement shall be governed by the laws of the State of Mississippi

7 13 *Arbitration* To the extent there are disputes between the Customer Parties and the LINK relating to this Agreement which cannot be resolved by the parties, all such disputes shall, to the extent permitted by applicable law, be subject to arbitration conducted in Columbus, Mississippi in accordance with the Commercial Arbitration Rules of the American Arbitration Association In the event that the Customer Parties desire to initiate such an arbitration, they shall send written notice to the LINK, or the event that the LINK desires to initiate such an arbitration, it shall send written notice to the Customer Parties, specifying that such notifying party or parties desire(s) to commence such arbitration During the thirty (30) day period following the delivery of such notice, the parties hereto shall endeavor to agree upon the selection an arbitrator If the parties hereto cannot agree upon the selection of an arbitrator to resolve such dispute, the Customer Parties shall collectively select an arbitrator, the LINK shall select an arbitrator and the two arbitrators shall within ten (10) days thereafter designate a third arbitrator If a party fails to designate an arbitrator within ten (10) days of the expiration of the initial thirty (30) day period, an arbitrator with experience in resolving the type of dispute that has arisen between the parties shall be appointed by the President of the American Arbitration Association upon application by the other party The cost of arbitration shall be assessed by the arbitrator(s) based on the relative merits and reasonableness of the parties' positions and actions in the arbitration The award rendered by the arbitrators shall be final and binding upon the parties and shall not be subject to appeal The award rendered by the arbitrators may be entered in and shall be specifically enforceable in any court of competent jurisdiction Together with the

award, the arbitrators shall provide a written explanation of the basis for the award. Any monetary award rendered by the arbitrators shall be paid within thirty (30) days from the date of the award. **THE PARTIES HERETO UNDERSTAND THAT THIS IS AN AGREEMENT AMONG THEM TO SETTLE DISPUTES BY BINDING ARBITRATION, REPLACING THE RIGHT TO HAVE SUCH MATTERS DETERMINED BY A COURT, EITHER WITH OR WITHOUT A JURY, AND WAIVING ANY RIGHTS TO PUNITIVE DAMAGES OR CLASS ACTIONS.**

*[SIGNATURE PAGE(S) FOLLOW]*

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IN WITNESS WHEREOF, this Agreement has been duly executed by each of the parties hereto as of the respective dates set forth below

COLUMBUS LOWNDES DEVELOPMENT LINK

By [Signature]  
Name: Joe Max Higgins  
Title: Chief Executive Officer  
Date: 4/17, 2012

THE WEST POINT/CLAY COUNTY COMMUNITY GROWTH ALLIANCE

By [Signature]  
Name: Jackie Edwards  
Title: Chairman  
Date: April 17, 2012

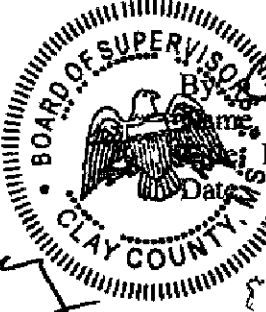


CITY OF WEST POINT, MISSISSIPPI  
By [Signature]  
Name: Scott Ross  
Title: Mayor  
Date: 4/17, 2012

ATTEST & SEAL

[Signature]  
Clerk, Board of Aldermen

CLAY COUNTY, MISSISSIPPI



By [Signature]  
Name: Oscar L. Lumarus  
Title: President, Board of Supervisors  
Date: April 17, 2012

ATTEST & SEAL

[Signature]  
Clerk, Board of Supervisors

**IN THE MATTER OF TRANSFERRING INTEREST EARNED  
FROM THE PAYROLL CLEARING CHECKING ACCOUNT  
AND THE INSURANCE CLEARING CHECKING ACCOUNT**

---

There came on this day for consideration the matter of transferring interest earned from the payroll clearing checking account and the insurance clearing checking account

It appears to this Board that interest has been earned in the payroll clearing checking account in the amount of \$14 91 and in the insurance clearing checking account in the amount of \$ 15 80 and should be transferred to the General County Fund

This Board after motion by R B Davis and seconded by Shelton Deanes doth vote unanimously to transfer said amounts in the above referenced checking accounts to the General County Fund

SO ORDERED, this the 5th day of April, 2012

  
President



IN THE MATTER OF AN INTER FUND LOAN FOR CLAY COUNTY MISSISSIPPI

---

There came on this day for consideration the matter of an inter fund loan of \$ 1,479 25 from fund #114, Volunteer Fire Fund to fund #116, Volunteer Fire Insurance Rebate Monies Fund

It appears to this Board that one claim was paid on March 10, 2012 from fund #116, Volunteer Fire Insurance Rebate Monies for debt service payments for volunteer fire services. Additionally, until the annual volunteer fire insurance rebate monies are received from the State of Mississippi fund#114, Volunteer Fire Fund should loan said funds to fund #116, Volunteer Fire Insurance Rebate Monies Fund

Therefore, after motion by Lynn Horton and seconded by R. B. Davis this Board doth vote unanimously to loan \$1,479 25 from fund #114, Volunteer Fire Fund to fund #116, Volunteer Fire Insurance Rebate Monies Fund

SO ORDERED, this the 5<sup>th</sup> day of April 2012

  
\_\_\_\_\_  
President

**IN THE MATTER OF INTER FUND LOANS FOR CLAY COUNTY, MISSISSIPPI**

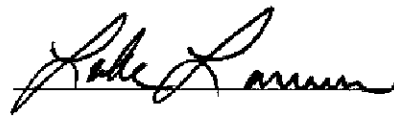
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There came on this day for consideration the matter of an inter fund loan of \$ 7 561 27 from fund #001, General Fund to fund # 097, E911 Fund

It appears to this Board that an inter fund loan should be made to fund #097, E911 Fund from fund #001, General Fund in the amount of \$ 7,561 27 in order for the said fund to not be overdrawn from the month of March 2012

Therefore, after motion by R. B Davis and seconded by Lynn Horton, this board doth vote unanimously to loan \$7 561 27 from fund #001 General Fund to fund # 097, E911 Fund

SO ORDERED this the 5<sup>th</sup> day of April, 2012

  
\_\_\_\_\_  
President

NO \_\_\_\_\_

**IN THE MATTER OF ACKNOWLEDGING THE CHANCERY COURT ORDER AND  
REHIRING THOMAS B STOREY JR AS SPECIAL MASTER FOR CLAY COUNTY**

---

There came on this day for consideration the matter of acknowledging the Chancery Court order and rehiring Thomas B Storey, Jr as Special Master for Clay County

It appears to this Board the Chancery Court order has been presented as attached hereto as 'Exhibit A' and as ordered on April 1, 2012, the Honorable Thomas B Storey, Jr has been reappointed as Special Master for Clay County Youth Court and Commitments Furthermore, the said salary and benefits commensurate with the maximum amount allowed by the MS Public Employees' Retirement System for part-time employees is to be paid to him as outlined in the attached order

After motion by R B Davis and second by Shelton Deanes this Board doth vote unanimously to acknowledge the Chancery Court Order and to rehire Thomas B Storey, Jr as Special Master for Clay County

SO ORDERED this the 5<sup>th</sup> day of April, 2012



\_\_\_\_\_  
President



JIM HOOD  
ATTORNEY GENERAL

*Class*  
*Retired employee*  
*Who comes back to*  
*work*

OPINIONS  
DIVISION

March 20, 2012

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

Re Health insurance - PERS retiree

Dear Ms Berry

Attorney General Jim Hood received your request and assigned it to me for research and response

# OFFICIAL OPINION

## Issue Presented

Is Clay County authorized to pay the health insurance premium of the retired board attorney/youth court judge, who is reemployed pursuant to Section 25-11-127 on a part-time basis as youth court judge?

## Response

Yes Clay County, in its discretion, is authorized to pay all or a portion of the health insurance premium, subject to the provisions of the county plan, on behalf of persons reemployed pursuant to Section 25-11-127

## Background

The PERS retiree at issue herein previously served as board attorney and youth court judge and received a salary for each position. The retiree is being reemployed in the youth court judge position and will receive one-half of the salary for that position. The retiree will not serve as board attorney and will receive no salary relating to the board attorney position.

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### Applicable Law and Discussion

Section 25-15-101 authorizes counties and other specified entities of local government to purchase group policies of health insurance for their respective employees and dependents

The governing board of any county, municipality, municipal separate school district, other school district or junior college district, and the governing board or head of any institution, department or agency of any county or municipality may negotiate for and secure for all or specified groups of employees and their dependents of such county or municipality, or institution, department or agency of such county or municipality, or municipal separate school district, other school district or junior college district, a policy or policies of group insurance covering the life, (except as hereinafter provided), salary protection, health, accident and hospitalization, as well as a group contract or contracts covering hospital and/or medical and/or surgical services or benefits (including surgical costs, so-called "hospital extras" medical expenses, allied coverages, and major medical costs) of such of its employees and their dependents as may desire such insurance and other coverage under such service or benefit contracts, and who shall authorize in writing the deduction from the salary or wages of such employees of the proportionate part of the costs thereof attributable to such employees

(Emphasis added)

Pursuant to Section 25-15-103 an employee who retires under PERS may elect under certain circumstances to continue health coverage by paying the entire cost of such coverage

Any employee who retires due to one hundred percent (100%) medical disability, or due to reaching the statutory age of retirement under the provisions of the Public Employees' Retirement Law of 1952, being Sections 25-11-101 through 25-11-139, may, if he elects, remain a member of the group plan for such life insurance and other benefits as may be agreed to by the governing board or institution, department, or agency head and the companies writing such insurance and other coverage, by paying the entire costs thereof

(Emphasis added)

Section 25-11-127 generally allows the reemployment of retirees under PERS by covered employers on a limited basis

In the past we have interpreted Section 25-15-103 as prohibiting governing boards specified in Section 25-15-101 from paying any portion of the cost of insurance coverage on behalf of retirees who are reemployed under the provisions of Section 25-11-127. For example, see MS AG Ops, Johnson (November 18, 2011) and Smith (April 15, 2011) enclosed. However, we have reexamined the authority granted to such governing boards in Section 25-15-101 to determine the types of coverage to provide and the groups of employees who will be eligible for such coverage. Following such reexamination, it is now our opinion that the governing boards, in their discretion, may pay a portion or all of the costs of insurance coverage on behalf of all specified groups of employees, including employees reemployed pursuant to Section 25-11-127.

The requirement in Section 25-11-103 that retirees pay the entire cost of continuing insurance coverage is limited to retirees who are not reemployed. The requirement is not applicable to persons reemployed pursuant to Section 25-11-127.

All previous opinions issued by this office contrary to the determinations herein are hereby modified accordingly.

**Conclusion**

**OFFICIAL OPINION**

It is the opinion of this office that the county, in its discretion, is authorized to pay all or a portion of the health insurance premium, subject to the provisions of the county plan, on behalf of persons reemployed pursuant to Section 25-11-127.

Very truly yours,

JIM HOOD, ATTORNEY GENERAL

By



Chuck Rubisoff  
Special Assistant Attorney General

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IN THE CHANCERY COURT OF CLAY COUNTY, MISSISSIPPI  
YOUTH COURT DIVISION  
IN VACATION, 2011

ON THIS DATE  
CLAY COUNTY  
YOUTH COURT

NOV 13 2011

ORDER

CAME ON THIS DAY for consideration by this Court, a notification to it by the CHANCERY CLERK  
Honorable Thomas B Storey, Jr, Clay County Youth Court Referee, that as of December 31, 2011, that he is retiring from public service as a regular employee

THEREFORE, it is necessary for this Court to enter an Order appointing a Youth Court Referee and Judge Designee to sit in the Youth Court of Clay County, Mississippi commencing January 1, 2012 Said appointment is as follows, to-wit

1 That under Section 43-21-111, Mississippi Code of 1972, as amended, the Honorable Buchanan Meek, Attorney at Law, and Youth Court Referee and Judge Designate of Webster County Youth Court, is hereby appointed as the Youth Court Judge Designee and Regular Referee for Clay County, Mississippi, effective January 1, 2012, for a term to terminate on March 31, 2012

2 That as compensation for his service, Buchanan Meek shall receive the sum of One Thousand Dollars (\$1,000 00) per month, plus per diem for meals and travel to and from Webster County, Mississippi to West Point, Clay County, Mississippi

3 That Youth Court Judge and Regular Referee is hereby given full authority by this Court to conduct all hearings in any case or class of cases in the first instance as granted by the "Youth Court Act" and further that said Judge and Regular Referee is given full administrative responsibilities and authority as the designee of the Court as granted by said Youth Court Act

4 It is therefore the order of this Court that said Judge and Regular Referee shall possess all powers and perform all duties of the Youth Court Judge in the hearings authorized to

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be heard by the Referee and provided by Section 6(3) of the Act, subject to the appellate provisions as provided in Section 6(4) and other relevant sections of the Youth Court Act

5 All expenditures ordered by this Order shall be paid from the General County Fund for Clay County, Mississippi, or other such funds as may be available, on a monthly basis

6 Effective April 1, 2012, the Honorable Thomas B Storey, Jr is again appointed as Youth Court Judge and Referee for Clay County Youth Court to act in said capacity until further order of this Court He shall receive the same benefits and salary commensurate with the maximum amount allowed by the Mississippi Employment Retirement System for part-time employees to be paid to him by Clay County, Mississippi, and at that time, he shall have all authority to act in all cases and matters before the Youth Court of Clay County, Mississippi, including all full administrative responsibilities and authorities granted by the Youth Court Act

SO ORDERED, ADJUDGED AND DECREED, this the 15<sup>th</sup> day of November,

2011

  
DOROTHY W. COLOM, CHANCELLOR  
14<sup>TH</sup> JUDICIAL DISTRICT

FILED ON THE DATE  
CLAY COUNTY  
YOUTH COURT

NOV 15 2011

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CHANCELLOR CLERK

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**IN THE MATTER OF DECLARING GOOD FRIDAY, APRIL 6, 2012 AS A LEGAL  
HOLIDAY IN LIEU OF CONFEDERATE MEMORIAL DAY ACCORDING TO  
SECTION 3-3-7(2) OF THE MISSISSIPPI CODE**

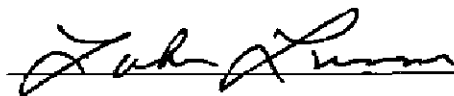
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There came on this day for consideration the matter of declaring Good Friday, April 6, 2012, as a legal holiday in lieu of Confederate Memorial Day according to Section 3-3-7(2) of the Mississippi Code

It appears to this Board that the statute authorizes the Board of Supervisors to declare one (1) holiday in lieu of a legal holiday

After motion by Shelton Deanes and second by Mr Horton this Board doth vote unanimously to declare Friday, April 6, 2012, Good Friday as a holiday in lieu of Confederate Memorial Day for the year 2012

SO ORDERED this the 5<sup>th</sup> day of April, 2012

  
President

NO \_\_\_\_\_

**IN THE MATTER OF SERVING FOURTEEN DAY NOTICE TO THE CITY OF WEST POINT  
TO CANCEL THE JAIL CONTRACT**

---

There came on this day for consideration the matter of serving the fourteen day notice to the City of West Point to cancel the jail contract

It appears to this Board a balance of approximately \$4,629 exists that the City of West Point has not paid for the housing of inmates during the months of December and January. Additionally, it appears on February 27, 2012 the Sheriff, Chancery Clerk, and Supervisor Shelton Deanes met with the City Administrator, Randy Jones to discuss the said delinquent balance and billing problems that existed between the Jail and the City of West Point all in an effort to get the problems resolved. Other recommendations and considerations were discussed at the said meeting, as well. Furthermore, as of today no payment has been made by the City of West Point for the said delinquent balance and no discussion or efforts to discuss the said recommendations made by the Sheriff, Eddie Scott, at the said meeting on February 27, 2012 have been made by the City of West Point.

After motion by Lynn Horton and second by Shelton Deanes this Board doth vote unanimously for the Board Attorney to serve a fourteen day notice as outlined in the jail contract between the City of West Point and Clay County Board of Supervisors to terminate the said contract.

SO ORDERED, this the 5<sup>th</sup> day of April, 2012

  
\_\_\_\_\_  
President

After motion by Shelton Deanes and second by Floyd McKee this Board doth vote unanimously to recess until, Thursday, April 26, 2012 at 9 00 a m at the Courthouse

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\_\_\_\_\_  
President

EDWARDS, STOREY, MARSHALL, HELVESTON & EASTERLING, LLP

ATTORNEYS AT LAW

A M EDWARDS JR  
1926-2007

PO BOX 835 103 E BROAD STREET  
WEST POINT MS 39773

PHONE (662) 494-5184 FAX (662) 494-4836  
E-MAIL [esmhc@esmhc.net](mailto:esmhc@esmhc.net)  
WEBSITE [http //www esmhc net](http://www.esmhc.net)

THOMAS B STOREY JR  
ROBERT B MARSHALL JR  
JAMES C HELVESTON  
MICHELLE D EASTERLING

**HAND DELIVERED TO CITY HALL ON APRIL 13, 2012**

April 13, 2012

Hon H Scott Ross  
City of West Point  
Post Office Box 1217  
West Point, MS 39773

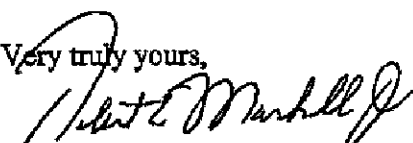
Re *Fifteen (15) Day Notice – Termination of Jail Contract*

Dear Mayor Ross

Please be advised that the Clay County Board of Supervisors voted on Thursday, April 5, 2012, to terminate the jail contract with the City of West Point. As outlined in Section 7 of the Jail Contract between the City of West Point and Clay County, this letter will serve as notice to you of the cancellation of said Jail Contract at the expiration of fifteen (15) days from the date of this letter

On February 27, 2012, Sheriff Eddie Scott, District 4 Supervisor Shelton Deanes and Chancery Clerk Amy G Berry met with Randy Jones discussing the specific concerns of the Jail Contract. Sheriff Scott made recommendations as to the direction he would like to see things headed. Additionally, Sheriff Scott has spoken with Police Chief Tim Brinkley on this matter. Please know that the Clay County Board of Supervisors wants to work with you on this deal, however, the current contract is not working for the County.

Should you have further questions, please do not hesitate to contact Sheriff Eddie Scott at 662-295-5441

Very truly yours,  


Robert B Marshall, Jr  
Attorney for the Clay County  
Board of Supervisors

Received on April 13, 2012



RBMjr vjr

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~~Intentionally~~