

**BE IT REMEMBERED** that the Board of Supervisors of Clay County, Mississippi, met at the Courthouse in West Point, MS, on the 10th day of May, 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, 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 HELD ON MAY 10, 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 May 10, 2012

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

- Authorize the Board President to execute the Inter-local Agreement with the City of West Point on the LINK Contract
- Authorize the Board President to execute the Inter-Local Agreement with the City of West Point on the Jail Agreement
- Calvin Boyd regarding NRCS Projects

After motion by Lynn Horton 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 10th day of May, 2012

  
\_\_\_\_\_  
President

NO \_\_\_\_\_

**IN THE MATTER OF NOT MODIFYING THE CLAY COUNTY NRCS LINE CREEK  
DEBRIS REMOVAL PROJECT TO INCLUDE ADDITIONAL LANDOWNERS**

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There came on this day for consideration the matter of not modifying the Clay County NRCS Line Creek Debris Removal Project to include additional landowners

It appears to this Board since the Clay County NRCS Line Creek Debris Removal Project was recently requested to be re-classified and submitted to the NRCS as a Force Account Project, some landowners, which were left out of the original debris removal project, have come forward and would like to be included in the Force Account Submission. However, since the engineering design advertisement for contractors on the said project, and field work has already been completed and due to the project being of such a time sensitive nature, it appears to this Board it would be impossible to re-do everything to include two to three landowners in the project without putting the entire project in jeopardy.

After motion by R. B. Davis and second by Floyd McKee this Board doth vote unanimously not to modify the current NRCS Clay County Line Creek Debris Removal project but to leave the scope of the project as is and to move forward with the said project.

SO ORDERED this the 10<sup>th</sup> day of May, 2012

  
\_\_\_\_\_  
President

NO \_\_\_\_\_

**IN THE MATTER OF AUTHORIZING FOR PAYMENT AN INVOICE FROM  
CALVERT SPRADLING ENGINEERS ON THE PHEBA WALKING TRAIL GRANT  
PROJECT**

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There came on this day for consideration the matter of authorizing for payment an invoice from Calvert Spradling Engineers on the Pheba Walking Trail Grant Project

It appears to this Board an invoice has been presented for payment from Calvert Spradling Engineers in the amount of \$ 2,160 00 for engineering services performed on the Pheba Walking Trail Grant Project

After motion by Floyd McKee and second by Lynn Horton this Board doth vote unanimously to authorize payment to Calvert Spradling Engineers on the invoice as attached hereto as "Exhibit A" in the amount of \$ 2,160 00

SO ORDERED this the 10th day of May, 2012

  
President

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

*Approved  
S/D*

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

Invoice number 4176  
Date 02/07/2012

Project 210-060 CCBS - PHEBA WALKING  
TRAIL

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
01 Design / Construction	2 700 00	80 00	0 00	2 160 00	2 160 00
Total	2 700 00	80 00	0 00	2 160 00	2 160 00

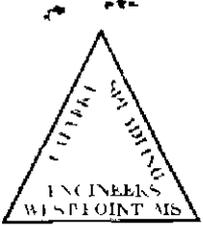
Invoice total 2 160 00

This is to certify that the charge here made does not exceed the cost to the general public of such item or items in the same quality or quantity

*Robert L Calvert*

Robert L Calvert, P E  
County Engineer

# LETTER OF TRANSMITTAL



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

**Date** February 7, 2012  
**Job No** 210060  
**Attention**  
**Reference** Pheba Walking Trail

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

**WE ARE SENDING YOU**

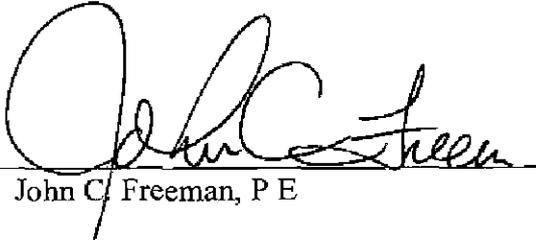
- Attached                       Under separate cover via \_\_\_\_\_ the following items
- Shop drawings                   Prints     Plans                                       Samples                                   Specifications
- Copy of letter                     Change order

COPIES	DATE	NO	DESCRIPTION
1			Inv # 4176 - Calvert-Spradling Engineers, Inc

**THESE ARE TRANSMITTED as checked below**

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

**REMARKS**

**SIGNED**   
 John C. Freeman, P E

Approved  
2/23/12

Copy to

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

NO \_\_\_\_\_

**IN THE MATTER OF AUTHORIZING FOR PAYMENT APPLICATION NO 4 FROM  
PRYOR AND MORROW ARCHITECTS ON THE DAILY TIMES LEADER BUILDING**

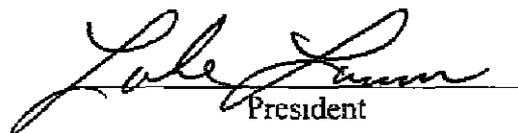
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There came on this day for consideration the matter of authorizing for payment application no 4 from Pryor and Morrow Architects on the Daily Times Leader Building

It appears to this Board application no 4 has been presented for payment from Pryor and Morrow Architects in the amount of \$ 2,776 93 for architectural services performed on the renovation of the Daily Times Leader Building

After motion by Lynn Horton and second by Floyd McKee this Board doth vote unanimously to authorize payment to Pryor and Morrow Architects on application no 4 as attached hereto as "Exhibit A" in the amount of \$ 2,776 93

SO ORDERED this the 10th day of May, 2012

  
President

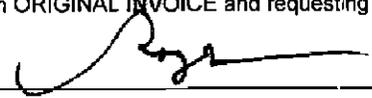
Approved S/W

**APPLICATION FOR PAYMENT Fee Basis Percentage of Construction Cost**

To (Owner) Clay County Board of Supervisors P O Box 815 West Point MS 39773	Project Number <u>2009162</u> Project Name <u>Daily Times Leader Building Renovation Phase II</u>	Application Number 4 Date 04/18/12
From Pryor & Morrow Architects and Engineers PA P O Box 167 Columbus MS 39703	Contractor <u>Henson Construction Co Inc</u> Construction Contract Amount \$ 225 400 00	Fee Basis 7 00% Total Fee \$ 15 778 00
<b>DESIGN PHASE</b> Total Fee \$ 15 778 00  Complete thru Bid Phase (\$15 778 00 X 80%) \$ 12 622 40  Less Previous Payments (Design Phase) \$ -  Subtotal Due (Design Phase) <u>\$ 12,622 40</u>		<b>CONSTRUCTION PHASE</b> (20% of Total Fee) \$ 3 155 60  Percentage Complete 88 00% \$ 2 776 93  Less Previous Payments (Construction Phase) \$ -  Subtotal Due (Construction Phase) <u>\$ 2,776 93</u>
<b>REIMBURSEMENTS</b> Topographical Investigation \$ Subsurface Investigation \$ Asbestos Testing \$ Geotechnical Report \$ Other \$ Printing \$  Subtotal Due (Reimbursements) <u>\$ -</u>		<b>ADDITIONAL SERVICES</b> Program Phase \$ Special Study \$ Rendering/Model \$ Other \$ Other \$ Other \$  Subtotal Due (Additional Services) <u>\$ -</u>
PREVIOUS BALANCE \$ - AMOUNT DUE THIS APPLICATION Design Phase \$ 12 622 40 Construction Phase \$ 2 776 93 Reimburse ments \$ - Additional Services \$ -  <b>TOTAL AMOUNT DUE</b> <u>\$ 15,399 33</u>		

55

I am certifying this is an ORIGINAL INVOICE and requesting payment at this time

Signature 

Name/Title Roger A Pryor AIA, President

Exhibit A

IN THE MATTER OF TRANSFERRING CERTAIN ASSETS ON THE INVENTORY  
RECORDS OF CLAY COUNTY, MS

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There came on this day for consideration the matter of transferring certain assets on the inventory records of Clay County, MS

It appears to this Board that the inventory item listed below is currently listed under the Office Furniture and Equipment Category for the Chancery Clerk on the inventory records of Clay County and is no longer using the said equipment. Additionally, it appears Clay County Justice Court is in need of the said asset for Drug Court and is requesting for it to be transferred to the Office Furniture and Equipment Inventory for Justice Court. The inventory item is as follows:

CH179            Computer Tower            S/N# 80045 472 654 044

After motion by Shelton Deanes and seconded by Lynn Horton, this Board doth vote unanimously to transfer the said assets from Chancery Clerk's Office Furniture and Equipment to the Justice Court Office Furniture and Equipment Category.

SO ORDERED, this the 10th day of May, 2012

  
President

To Amy G Berry  
Inventory Control Clerk

From Edward Houston

Date 4/26/2012

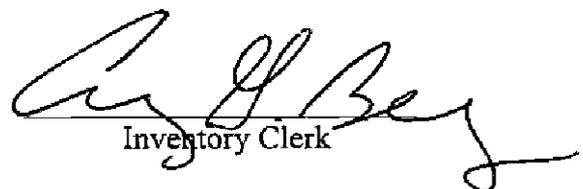
Re Inventory Control # CH179  
Description Computer Tower  
S/N# 80045 472 654 044

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The inventory item referenced to above is delivered to you to be transferred from this department's inventory. Additionally, this item does function properly to be useful to the County but needs to be transferred to **Justice Court Drug Court** Department's inventory. Please remove this item from this department's inventory and transfer to the **Justice Court Drug Court** Department's inventory upon the order of the Board of Supervisors.

  
Department Head

This is acknowledged receipt of the above inventory item on this the 26<sup>th</sup> day of April 2012

  
Inventory Clerk

FAOFEM  
Delete

ASSETS  
Other Furniture/Equipment File Maintenance

10 25 10  
GINGER  
Key # 2060

Description COMPUTER TOWER  
Location CHANCERY CLERK'S OFFICE CARLA'S DESK  
Vendor DELL MARKETING, LP Serial # 80045 472 654 044  
Property # CH179 Project # \_\_\_\_\_ Current Value 568 00  
\*Department # 101 CHANCERY CLERK Objective # 87 OTHER FURNITURE  
\*Acquisition P PURCHASED \*Disposal \_\_\_\_\_  
Ledger? Y (Y/N)  
\*Asset Type CMP COMPUTER EQUIPM Useful Life 3 Years  
Salvage % 1 Salvage \$ \_\_\_\_\_ 6 Cap Threshold 5000  
GASB Eligible? N (Y/N) Depreciate? N (Y/N)  
Accumulated Depreciation \_\_\_\_\_  
Cap Value 568 00 Date 5/10/2007  
Remarks \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

NO \_\_\_\_\_

**IN THE MATTER OF PURCHASING 20 28 ACRES OF LAND FOR \$220,000 FROM  
THE CORP OF ENGINEERS LOCATED AT THE PORT OF CLAY**

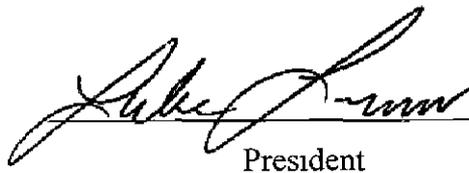
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There came on this day for consideration the matter of purchasing 20 28 acres of land for \$220,000 from the Corp of Engineers located at the Port of Clay

It appears to this Board for years Clay County has leased the land owned by the Corp of Engineers located at the Port of Clay and that the opportunity has presented itself to purchase the 20 28 acres as attached hereto as Exhibit A, Exhibit B, and Exhibit C being appraised at \$203,000 from the Corp of Engineers. Additionally, included in the purchase price are some Administrative fees which are outlined in Exhibit C that total \$17,000 that are being included in the purchase price of \$220,000. Furthermore, attached to this order as Exhibit D is the local and private legislation granted by the MS Legislature in its last term which gave the County the Authority to purchase the said property.

After motion by R. B. Davis and second by Shelton Deanes this Board doth vote unanimously to purchase the 20 28 acres located at the Port of Clay for \$220,000 from the Corp of Engineers and for the proceeds to purchase the land to come from fund #018, TVA Special Fund.

SO ORDERED this the 10<sup>th</sup> day of May, 2012

  
\_\_\_\_\_  
President

**THIS INSTRUMENT PREPARED BY**

**James A. Wagoner, III**  
**Assistant District Counsel**  
**U S Army Corps of Engineers**  
**P O Box 2288**  
**Mobile, Alabama 36628-0001**  
**251-690-3295**

**STATE OF MISSISSIPPI**

**COLUMBUS LOCK AND DAM**

**COUNTY OF CLAY**

**TENNESSEE-TOMBIGBEE  
WATERWAY**

**QUITCLAIM DEED**

**THIS QUITCLAIM, between the UNITED STATES OF AMERICA**

(Hereinafter the Grantor") acting by and through the Chief of Real Estate South Atlantic Division, under a delegation of authority from the Secretary of the Army, pursuant to Section 301 of Public Law 106-541 (114 Stat 2673), and the **CLAY COUNTY, MISSISSIPPI** (hereinafter the GRANTEE' )

**WHEREAS**, it has been determined (1) that the development of public port and industrial facilities on the hereinafter described land within the Tennessee-Tombigbee Waterway Project a water resource development project under the jurisdiction of the Department of the Army (hereinafter referred to as the Waterway Project ) will be in the public interest (2) that such development will not interfere with the operation and maintenance of the Waterway Project and (3) that disposition of such land for this purpose will serve the objectives of the

*Exhibit A*

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Waterway Project

NOW THEREFORE, the GRANTOR, for and in consideration of **TWO HUNDRED THREE THOUSAND AND NO/100 DOLLARS (\$203,000 00)**, cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby REMISE, RELEASE, AND FOREVER QUITCLAIM unto the GRANTEE, its successors and assigns, for uses consistent with Section 301 of Public Law 106-541 cited above, all right, title, and interest in the property situated, lying and being in Clay County, Mississippi, being 20 28 acres, more or less and more particularly described as follows

All that tract or parcel of land lying and being in Fractional Section 30, Township 17 South, Range 8 East, Chickasaw Meridian, Clay County, Mississippi, more particularly described as follows

Commencing at a concrete monument stamped "C-WF-5" which is 3 321 89 feet North of the South line and 3,488 89 feet East of the line of said Section 30 at a corner of a tract of land owned by the United States of America at Columbus Lake Tennessee-Tombigbee Waterway and at plane coordinate position North 1,420,870 49 feet and East 601 893 43 feet based on Transverse Mercator Projection, Mississippi East Zone

Thence Due North along the boundary of said United States tract a distance of 201 9 feet

Thence N 80° 44' E a distance of 1,059 9 feet to the **POINT OF BEGINNING**,

Thence N 31° 58' W a distance of 316 65 feet

Thence N 42° 32' W a distance of 468 97 feet, more or less to a point in the center of Old Mississippi State Highway No 50

Thence along the centerline of said old highway the following bearings and distances

N 67° 25' E a distance of 199 98 feet,

N 64° 33' E a distance of 100 07 feet,

N 63° 37' E a distance of 954 27 feet, more or less to point in the centerline of the Old Highway 50 Bridge and the west branch of the Tombigbee River,

Thence downstream along the meanders of the west bank of said river the following bearing and distances

S 26° 10' E a distance of 101 38 feet,

S 35° 31' E a distance of 108 27 feet,

S 12° 18' E a distance of 37 71 feet,

Thence along the west bank of the Tennessee-Tombigbee Waterway the following bearings and distances

S 27° 42' W a distance of 34 56 feet,

S 11° 26' W a distance of 170 84 feet,

S 01° 28' E a distance of 162 81 feet,

S 07° 16' W a distance of 182 97 feet,

S 01° 48' E a distance of 112 34 feet,

S 05° 26' W a distance of 347 54 feet,

Thence N 62° 05' W a distance of 272 15 feet

Thence S 80° 44' W a distance of 427 73 feet, more or less to the point of beginning

Containing 20 28 acres more or less, and being a part of Tract 501 of the Columbus Lock and Dam Tennessee-Tombigbee Waterway Project as described in Civil Action No. EC80-4-LS-O (MF 33-25-361-48(1)), filed 7 January 1980 in the United States District Court for the Northern District of Mississippi, Eastern Division

**SUBJECT TO** all valid and existing restrictions, reservations, covenants, conditions, and easements including but not limited to rights-of-way for railroads highways pipelines, and public utilities if any whether or public record or not

**TO HAVE AND TO HOLD** the property granted herein to the GRANTEE and its Successors and assigns, together with all and singular, the appurtenances thereunto belonging or

in anywise appertaining, and all the estate, right, title, interest, or claim whatsoever of the GRANTOR, either in law or in equity and subject to the terms, exceptions, reservations, covenants and conditions herein contained

AND IT IS FURTHER AGREED AND UNDERSTOOD by and between the parties hereto that the GRANTEE, by its acceptance of this Deed, agrees that, as part of the consideration for this Deed, the GRANTEE covenants and agrees for itself, its successors and assigns, forever, that this Deed is made and accepted upon each of the following covenants, which covenants shall be binding upon and enforceable against the GRANTEE, its successors and assigns in perpetuity by the GRANTOR and other interested parties as allowed by federal, state or local law, that the NOTICES, USE RESTRICTIONS, AND RESTRICTIVE COVENANTS set forth herein are a binding servitude on the Property herein conveyed and shall be deemed to run with the land in perpetuity, and that the failure to include the NOTICES USE RESTRICTIONS, AND RESTRICTIVE COVENANTS in subsequent conveyances does not abrogate the status of these restrictions as binding upon the parties, their successors and assigns

**1 RESTRICTIONS PURSUANT TO MEMORANDUM OF AGREEMENT**

Those certain responsibilities, use restrictions, and restrictive covenants documented and agreed upon in a Memorandum of Agreement dated April 1987 between the Advisory Council On Historic Preservation, the Corps of Engineers, the Mississippi State Historic Preservation Officer, and the Clay County Board of Supervisors, attached hereto as Exhibit A and incorporated herein by Reference

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**2 CERCLA COVENANT**

Pursuant to Section 120(h)(4)(D)(i) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U S C §9620(h)(4)(D)(i)), the GRANTOR warrants that any response action or corrective action found to be necessary after the date of this deed for hazardous substances existing on the property prior to the date of this deed shall be conducted by the GRANTOR. This warranty shall not apply in any case in which the person or entity to whom the property is transferred is a potentially responsible party with respect to such property. For purposes of this warranty, GRANTEE shall not be considered a potentially responsible party solely due to a hazardous substance remaining on the property on the date of this instrument, provided that GRANTEE has not caused or contributed to a release of such hazardous substance or petroleum product or its derivatives.

**3 RIGHT OF ACCESS**

A Pursuant to Section 120(h)(4)(D)(ii) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U S C §9620(h)(4)(D)(ii)) the GRANTOR retains and reserves a perpetual and assignable easement and right of access on, over, and through the property to enter upon the property in any case in which an environmental response action or corrective action is found to be necessary on the part of the GRANTOR, without regard to whether such environmental response action or corrective action is on the Property or on adjoining or nearby lands. Such easement and right of access includes, without limitation, the right to perform any environmental investigation, survey, monitoring, sampling, testing, drilling, boring, coring, test-pitting, installing, monitoring or pumping wells or other treatment facilities, response action, corrective action or any other action necessary for the GRANTOR to meet its responsibilities under applicable laws and as provided for in this instrument. Such easement and

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right access shall be binding on the GRANTEE its successors and assigns, and shall run with the land

B In exercising such easement and right of access, the GRANTOR shall provide the GRANTEE or its successors or assigns, as the case may be, with reasonable notice of its intent to enter upon the Property and exercise its rights under this Covenant, which notice may be severely curtailed or even eliminated in emergency situations. The GRANTOR shall use reasonable means, but without significant additional costs to the GRANTOR, to avoid and to minimize interference with the GRANTEE'S and the GRANTEE'S successors and assigns' quiet enjoyment of the Property. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the Property at a reasonable charge to the GRANTOR. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the GRANTEE nor its successors and assigns, for the exercise of the easement and right of access hereby retained and reserved by the GRANTOR.

C In exercising such easement and right of access, neither the GRANTEE nor its successors and assigns, as the case may be, shall have any claim at law or equity against the GRANTOR or any officer, employee, agent, contractor of any tier or servant of the GRANTOR based on actions taken by the GRANTOR or its officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with this covenant. In addition, the GRANTEE, its successors and assigns, shall not interfere with any response action or corrective action conducted by the GRANTOR on the Property.

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ALC

**4 "AS-IS"**

A The GRANTEE acknowledges that it has inspected or has had the opportunity to inspect the property and accepts the condition and state of repair of the subject property. The GRANTEE understands and agrees that the Property and any part thereof is offered "AS IS" without any representation, warranty, or guaranty by the GRANTOR as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose(s) intended by the GRANTEE, and no claim for allowance or deduction upon such grounds will be considered.

B No warranties, either expressed or implied, are given with regard to the condition of the Property, including, without limitation, whether the Property does or does not contain asbestos or lead-based paint. The GRANTEE shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any asbestos, lead-based paint, or other conditions on the Property. The failure of the GRANTEE to inspect or to exercise due diligence to be fully informed as to the condition of all or any portion of the Property offered, will not constitute grounds for any claim or demand against the GRANTOR.

C Nothing in this AS IS provision will be construed to modify or negate the GRANTOR'S obligation under the CERCLA Covenant or any other statutory obligations.

**5 HOLD HARMLESS**

A To the extent authorized by law, the GRANTEE, its successors and assigns, covenant and agree to indemnify and hold harmless the GRANTOR, its officers, agents, and employees from (1) any and all claims, damages, judgments, losses, and costs, including fines and penalties, arising out of the violation of the NOTICES, USE RESTRICTIONS, AND RESTRICTIVE

COVENANTS in this Deed by the GRANTEE, its successors and assigns and (2) any and all claims, damages, and judgments arising out of, or in any manner predicated upon, exposure to asbestos, lead-based paint, or other condition on any portion of the Property after the date of conveyance

B The GRANTEE, its successors and assigns, covenant and agree that the GRANTOR shall not be responsible for any costs associated with modification or termination of the NOTICES, USE RESTRICTIONS, AND RESTRICTIVE COVENANTS in this Deed, including without limitation any costs associated with additional investigation or remediation of asbestos, lead-based paint, or other condition on any portion of the Property

C Nothing in this Hold Harmless provision will be construed to modify or negate the GRANTOR'S obligation under the CERCLA Covenant or any other statutory obligations

#### **6 POST-TRANSFER DISCOVERY OF CONTAMINATION**

A If an actual or threatened release of a hazardous substance or petroleum product is discovered on the Property after the date of conveyance, GRANTEE, its successors or assigns, shall be responsible for such release or newly discovered substance unless GRANTEE is able to demonstrate that such release or such newly discovered substance was due to GRANTOR'S activities, use, or ownership of the Property. If the GRANTEE, its successors or assigns believe the discovered hazardous substance is due to GRANTOR'S activities, use or ownership of the property, GRANTEE will immediately secure the site and notify the GRANTOR of the existence of the hazardous substances, and GRANTEE will not further disturb such hazardous substances without the written permission of the GRANTOR

B GRANTEE, its successors and assigns, as consideration for the conveyance of the Property agree to release GRANTOR from any liability or responsibility for any claims arising

solely out of the release of any hazardous substance or petroleum product on the Property occurring after the date of the delivery and acceptance of this Deed, where such substance or product was placed on the Property by the GRANTEE, or its successors, assigns, employees, invitees, agents or contractors, after the conveyance. This paragraph shall not affect the GRANTOR'S responsibilities to conduct response actions or corrective actions that are required by applicable laws, rules and regulations, or the GRANTOR'S indemnification obligations under applicable laws.

**7 FLOODPLAIN** – This Property is located within the 100 year floodplain as established by the National Flood Insurance Program (NFIP) and is within the purview of Executive Order 11988. Any development resulting from this action should conform to regulations adopted by the local community through their participation in the NFIP.

**8 FLOODWAY** – The Property is located in a regulatory floodway. Regulations prohibit any encroachments, fill, or obstruction to flow in the floodway unless appropriate hydrologic and hydraulic analyses are provided that justify that these proposed actions will not increase flood levels. Encroachments are activities or construction within the floodway including fill, new construction, substantial improvements, and other developments. Regulatory permits must be obtained prior to commencement of any new construction.

**9 ANTI-DEFICIENCY ACT** – The GRANTOR'S obligation to pay or reimburse any money under this Deed is subject to the availability of funds appropriated for this purpose to the Department of the Army and nothing in this Deed shall be interpreted to require obligations or payments by the GRANTOR in violation of the Anti-Deficiency Act, 31 U.S.C. §1341.

**10 NO WAIVER** – The failure of the GRANTOR to insist in any one or more instances upon complete performance of any of the said notices, covenants, conditions, restrictions, or

reservations shall not be construed as a waiver or a relinquishment of the future performance of any such covenants, conditions, restrictions or reservations but the obligations of the GRANTEE its successors and assigns, with respect to such future performance shall continue in full force and effect

This conveyance is not subject to Title 10 U S Code, Section 2662

IN WITNESS WHEREOF, The United States of America has caused these presents to be executed in its name by authority of the Secretary of the Army this 26 day of

April, 2012

UNITED STATES OF AMERICA

By William P Thompson  
WILLIAM P THOMPSON  
South Atlantic Division  
Chief of Real Estate  
Real Estate Contracting Officer

STATE OF GEORGIA  
COUNTY OF FULTON

ACKNOWLEDGMENT

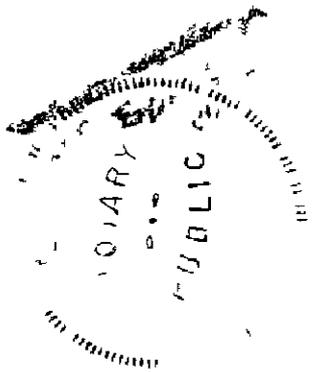
I, Nancy W Carter, a Notary Public in and for said County in said State hereby certify that WILLIAM P THOMPSON, South Atlantic Division, Chief of Real Estate Real Estate Contracting Office, whose name is signed to the foregoing conveyance, and who is known to me acknowledged before me on this day that, being informed of the contents of the conveyance and being fully authorized to do so, he executed the same voluntarily on the day the same bears date

GIVEN under my hand and official seal this the 26<sup>th</sup> day of April 2012

(SEAL) 

NANCY W CARTER NOTARY PUBLIC Cherokee County State of Georgia My Comm Expires March 2 2014
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Nancy W. Carter  
NOTARY PUBLIC  
My Commission expires



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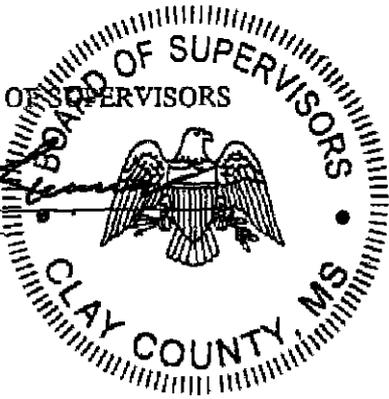
A10

ACCEPTANCE BY GRANTEE

The Clay County Board of Supervisors, GRANTEE, hereby accepts this Quitclaim Deed for itself its successors and assigns subject to all of the conditions, reservations restrictions and terms contained herein this 26<sup>th</sup> day of January, 2012

CLAY COUNTY BOARD OF SUPERVISORS

By [Signature]  
Title President



STATE OF MISSISSIPPI  
COUNTY OF CLAY

ACKNOWLEDGMENT

PERSONALLY APPEARED BEFORE ME the undersigned authority in and for said County and State luke lunnus President for the Clay County Board of Supervisors who acknowledged that he signed sealed and delivered the above and foregoing instrument on the day and year therein mentioned for the purpose therein expressed for an on behalf of said Clay County Board of Supervisors after having been first duly and legally authorized to do so

Given under my hand and official seal of office this the 26<sup>th</sup> day of January 2012



[Signature]  
NOTARY PUBLIC  
My Commission Expires  
Chancery Clerk & Ex Officio Notary Public  
My Commission Expires Jan 4, 2016

76

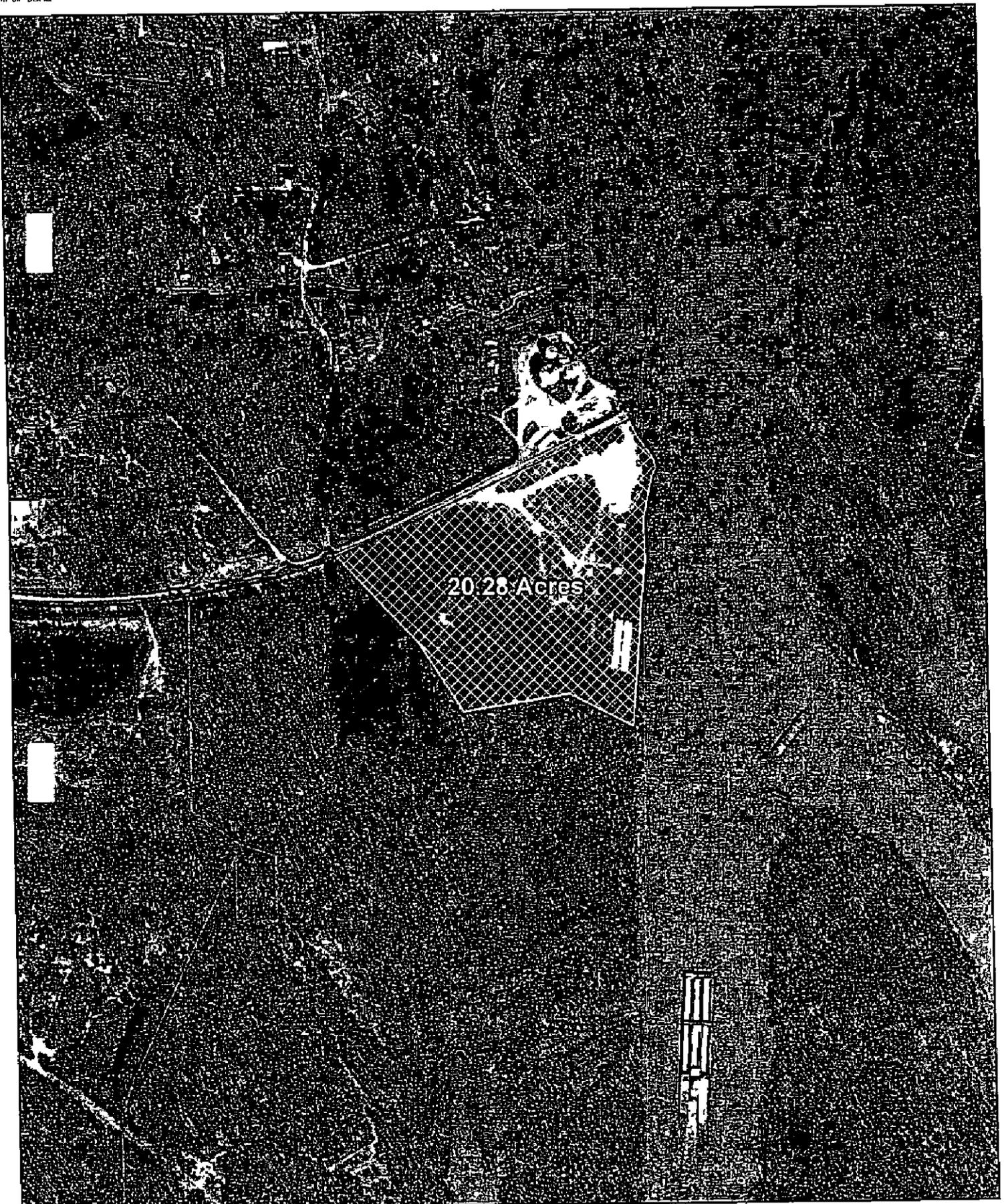
THE STATE OF MISSISSIPPI

County of Clay  
I, Amy G Berry Clerk of the Chancery Court in and for said County and State, do hereby certify that the within Instrument was filed in this office for the record on the 10<sup>th</sup> day of May 20 12, at 11:17 o'clock A M and the same was duly recorded in Deed Record 276 Page 66, on this 10<sup>th</sup> day of May, 20 12  
Given under my hand and seal of office at West Point Mississippi

By [Signature], D C  
AMY G BERRY, Chancery Clerk

70

All



— Approximate Corps Property Line

Proposed Action *Exhibit B* SCALE 1 inch = 500 feet

Administrative Cost Breakdown – Disposal to Clay County, MS, Tenn-Tom Wildlife Mitigation

Tenn-Tom Project                    \$4,000  
     Site Visit  
     Records Search  
     Preparation, review, Project approval of Environmental Condition of Property (ECOP)

Real Estate Division                \$7,500  
     In-house coordination for ECOP approval  
     Coordination of NEPA Review  
     Appraisal  
     Preparation of map & legal description  
     Preparation, assemblage, and submission of Disposal Report for approval  
     Coordination with South Atlantic Division for disposal package approval and deed execution

Planning Division                    \$4,000  
     In-house review of ECOP  
     NEPA site review/preparation of NEPA documentation  
     Review and approval of Disposal Report

Office of Counsel                    \$1,500  
     In-house review of ECOP  
     In-house review of Disposal Package  
     Deed Preparation

0 0  
 203,900.00 +  
 4,000.00 +  
 7,500.00 +  
 1,000.00 +  
 1,500.00 +

005

220,900.00 +

*Total Sales Price*

Exhibit C

HOUSE BILL NO 1518  
(As Passed the House)

1 AN ACT TO AUTHORIZE THE BOARD OF SUPERVISORS OF CLAY COUNTY,  
2 MISSISSIPPI, TO PURCHASE CERTAIN REAL PROPERTY FOR ECONOMIC  
3 DEVELOPMENT PURPOSES AND TO AUTHORIZE THE BOARD TO UTILIZE COUNTY  
4 FUNDS FROM ANY SOURCE TO PURCHASE SUCH REAL PROPERTY AND TO  
5 DEVELOP THE PROPERTY, TO AUTHORIZE THE BOARD OF SUPERVISORS TO  
6 SELL, LEASE OR LEASE PURCHASE THE REAL PROPERTY OR ANY PORTION  
7 THEREOF TO ANY SUSTAINABLE ECONOMIC DEVELOPMENT PROSPECT, AND FOR  
8 RELATED PURPOSES

9 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MISSISSIPPI

10 SECTION 1 The Board of Supervisors of Clay County,  
11 Mississippi, is authorized, in its discretion, to purchase a tract  
12 of land, including improvements, more particularly described as  
13 follows

14 All that tract or parcel of land lying and being in  
15 Fractional Section 30, Township 17 South, Range 8 East, Chickasaw  
16 Meridian, Clay County, Mississippi, more particularly described as  
17 follows

18 Commencing at a concrete monument stamped "C-WF-5" which is  
19 3,321 89 feet North of the South line and 3,488 89 feet East  
20 of the line of said Section 30, at a corner of a tract of  
21 land owned by the United States of America at Columbus Lake,  
22 Tennessee-Tombigbee Waterway and at plane coordinate position  
23 North 1,420,870 49 feet and East 601 893 43 feet, based on  
24 Transverse Mercator Projection, Mississippi East Zone  
25 Thence due North along the boundary of said United States  
26 tract a distance of 201 9 feet Thence North 80 degrees 44  
27 minutes East a distance of 1,059 9 feet to the POINT OF  
28 BEGINNING, Thence North 31 degrees 58 minutes West a distance  
29 of 316 65 feet Thence North 42 degrees 32 minutes West a

30 distance of 468 97 feet, more or less, to a point in the  
31 center of Old Mississippi State Highway No 50 Thence along  
32 the centerline of said old highway the following bearings and  
33 distances North 67 degrees 25 minutes East a distance of  
34 199 98 feet North 64 degrees 33 minutes East a distance of  
35 100 07 feet North 63 degrees 37 minutes East a distance of  
36 954 27 feet, more or less, to point in the centerline of the  
37 Old Highway 50 Bridge and the west branch of the Tombigbee  
38 River, Thence downstream along the meanders of the west bank  
39 of said river the following bearings and distances South 26  
40 degrees 10 minutes East a distance of 101 38 feet, South 35  
41 degrees 31 minutes East a distance of 109 27 feet South 12  
42 degrees 18 minutes East a distance of 37 71 feet Thence  
43 along the west bank of the Tennessee-Tombigbee Waterway the  
44 following bearings and distances South 27 degrees 42 minutes  
45 West a distance of 34 56 feet South 11 degrees 26 minutes  
46 West a distance of 170 84 feet South 01 degree 28 minutes  
47 East a distance of 162 81 feet, South 07 degrees 16 minutes  
48 West a distance of 182 97 feet South 01 degree 48 minutes  
49 East a distance of 112 34 feet, South 05 degrees 26 minutes  
50 West a distance of 347 54 feet Thence North 62 degrees 05  
51 minutes West a distance of 272 15 feet, Thence South 80  
52 degrees 44 minutes West a distance of 427 73 feet more or  
53 less, to the POINT OF BEGINNING Containing 20 28 acres more  
54 or less and being a part of Tract 501 of the Columbus Lock &  
55 Dam Tennessee-Tombigbee Waterway Project as described in  
56 Civil Action No EC80-4-LS-0 (ME 33-25-361-48(1)), filed 7  
57 January 1980 in the United States District Court for the  
58 Northern District of Mississippi, Eastern Division  
59 Subject to all valid and existing restrictions reservations,  
60 covenants, conditions and easements, including but not limited  
61 to, rights-of-way for railroads, highways, pipelines and public  
62 utilities, if any, whether of public record or not

H 5 No 1518  
12/HR40/R1451PH  
PAGE 2 (OMED)

63           **SECTION 2**   The purchase price of the land described under  
64 Section 1 of this act and improvements shall not exceed Two  
65 Hundred Twenty Thousand Dollars (\$220 000 00) plus reasonable and  
66 necessary expenses relating to such sale and purchase, and shall  
67 include improvements on said property which may be owned by the  
68 seller, if any   The terms of the purchase of the tract of land  
69 and existing improvements may be made by negotiations between the  
70 owner and the Board of Supervisors of Clay County, Mississippi

71           **SECTION 3**   The Board of Supervisors of Clay County,  
72 Mississippi, is hereby authorized to issue bonds borrow, or  
73 otherwise acquire funds for such purchase from any available  
74 source, including, but not limited to, the issuance of bonds or  
75 application for funds through the local governments capital  
76 improvements revolving loan program established pursuant to  
77 Section 57-1-301 Mississippi Code of 1972 et seq to purchase  
78 the real property described in Section 1 of this act   The Board  
79 of Supervisors of Clay County Mississippi, is further authorized  
80 to issue bonds, borrow funds from the local government capital  
81 investments revolving loan program or issue notes to raise revenue  
82 to purchase such property to develop the site, to provide all  
83 necessary utilities and to lay out construct and/or improve and  
84 hard-surface roadways streets driveways and access roads, and  
85 provide for the grading drainage sewer lights and water and all  
86 other necessary or proper improvements to make the site desirable  
87 or useful for industrial and commercial enterprises

88           **SECTION 4**   The Board of Super isors of Clay County  
89 Mississippi, is authorized to sell lease or enter into a  
90 lease-purchase agreement for all or any portion of the real  
91 property described in Section 1 of this act on such terms and  
92 conditions as may be negotiated between the board of supervisors  
93 and any industrial, warehousing or commercial enterprise  
94 acceptable to the board of supervisors   Should the board of  
95 supervisors use the capital improvements revolving loan program

H B No 1518  
12/HR40/R1451PH  
PAGE 3 (OM\BC)



96 as above set out, to acquire funding, such purchaser, lessee or  
97 lease-purchaser shall be approved by the Mississippi Development  
98 Authority. Otherwise, approval by the Mississippi Development  
99 Authority of such purchaser, lessee, or lease-purchaser shall not  
100 be required. Any such lease, lease-purchase agreement, or sale  
101 may be for a term of years, not to exceed fifteen (15) years, and  
102 shall be binding and not voidable by any successor board of  
103 supervisors.

104       **SECTION 5** This act shall take effect and be in force from  
105 and after its passage.

H B No 1518  
12/HR40/R1451PH  
PAGE 4 OF 5



ST Clay County authorize to purchase certain  
real property for economic development purposes

NO \_\_\_\_\_

**IN THE MATTER OF AUTHORIZING THE PRESIDENT TO EXECUTE LOCAL  
COOPERATION AGREEMENT AND OTHER DOCUMENTS WITH THE TRVWMD  
FOR THE CLEAN OUT OF TRIM CANE CREEK**

---

There came on this day for consideration the matter of authorizing the President to execute the Local Cooperation Agreement and other documents with the TRVWMD for the clean out of Trim Cane Creek

It appears to this Board certain documents attached hereto as Exhibit A have been presented from the TRVWMD (Tombigbee River Valley Water Management District) in order to clean out the Trim Cane Creek located in Section 30, Township 20N, Range 15E as authorized by this Board on March 22, 2012

After motion by Shelton Deanes and second by Lynn Horton this Board doth vote unanimously to authorize the President to execute the documents attached here as Exhibit A to this order in order for the TRVWMD to proceed forward in the cleaning out of the Trim Cane Creek

SO ORDERED this the 10<sup>th</sup> day of May, 2012

  
President

Here is where the Board voted to  
Request the TRVWMD to clean the creek

NO \_\_\_\_\_

**IN THE MATTER OF TRIM CANE CANAL  
A CANAL IN CLAY COUNTY, MISSISSIPPI**

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

**Resolution**

WHEREAS, there is an urgent need for clearing debris and drifts from the above named canal located in Section 30, Township 20N, Range 15E in Clay County, Mississippi, and

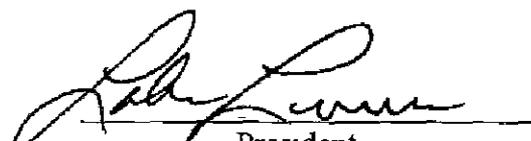
WHEREAS, without immediate attention taken toward this problem, considerable damage to property may result, and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Clay County, Mississippi, that the Board hereby requests the Tombigbee River Valley Water Management District to perform the above stated tasks in Clay County, Mississippi as is within their means to do so

Supervisor Lynn Horton seconded by motions and with all members present and voting "aye", the President declared the motion carried and resolution adopted

ORDERED, this the 22<sup>nd</sup> day of March, 2012

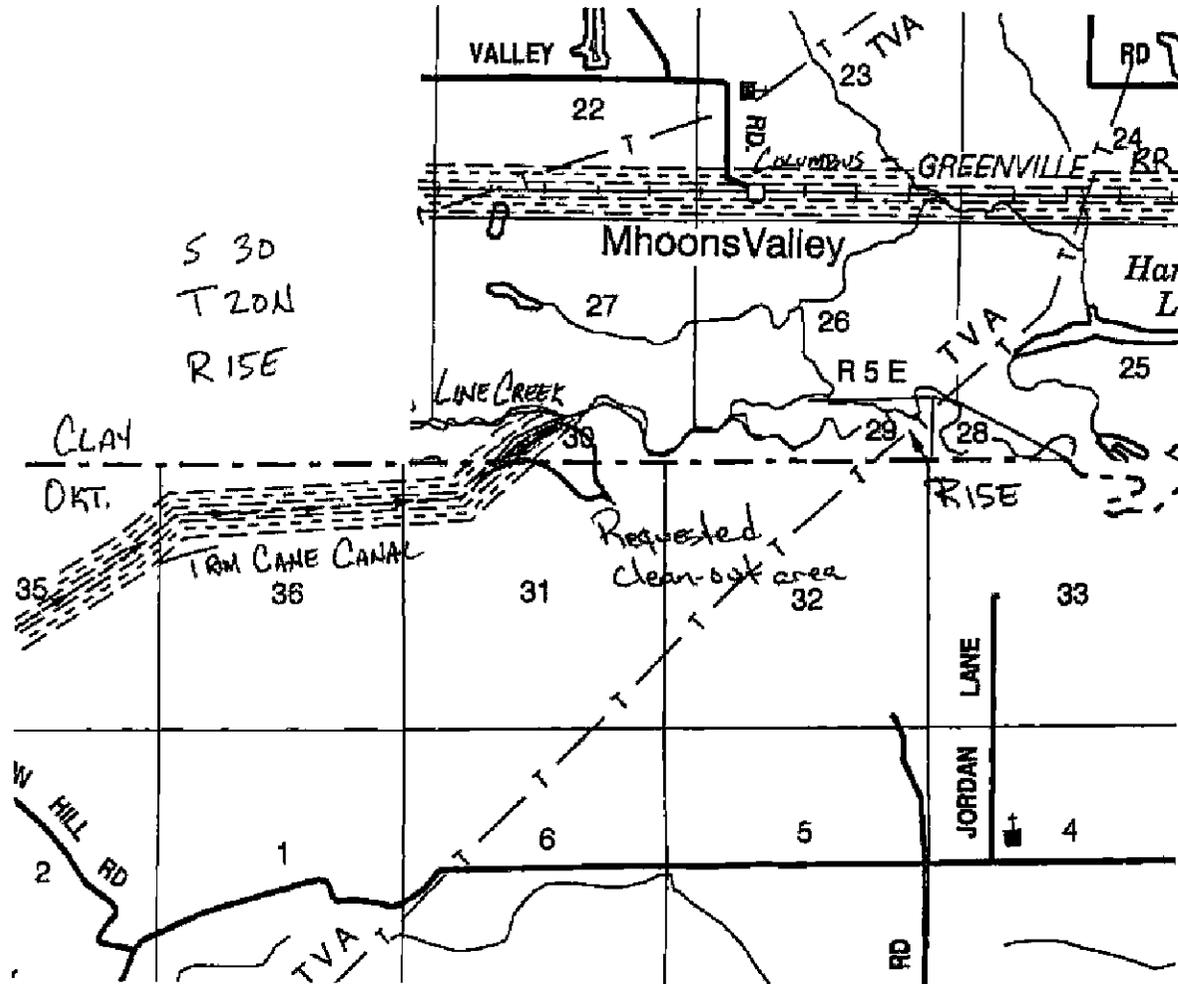
  
President

77



1400' Countryline west to end of bridge / Mouth of Tennessee to Countryline  $\approx$  1600'





LOCAL COOPERATION AGREEMENT

TOMBIGBEE RIVER VALLEY WATER MANAGEMENT DISTRICT

AND

CLAY COUNTY

DESCRIPTION OF PROJECT

Clean out of Trim Cane Creek located in Section 27, Township  
20 North, Range 5 East, PN 13-1203-027

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012 between the TOMBIGBEE RIVER VALLEY WATER MANAGEMENT DISTRICT (hereinafter called the "District"), acting by and through its Executive Director, and the CLAY COUNTY BOARD OF SUPERVISORS (hereinafter called the "County"), represented by its President,

WITNESSETH THAT

WHEREAS, the authority to provide assistance under the Small Project Authorization Program, Clean out of Trim Cane Creek (hereinafter called the "Project") not specifically authorized by Statute, is contained in the minutes of the Board of Directors' official meeting held October 26, 1989,

The Small Project Authorization will allow the "District" to perform certain works of an emergency or urgent nature whereby streams are experiencing blockage from excess debris or sediment that may result in damage to property. Such property may include public bridges, roads, buildings, stream banks, farm land, or residences.

The "County" will provide all right-of-ways and easements necessary to perform the work of clearing, de-snagging, or excavating the blockage along with easements upon and through private lands for the purpose of ingress or egress to and from the site of work. It is understood that the "District" accepts no responsibility for future maintenance of the affected area where the work occurred.

It is understood that the "District" accepts no responsibility for future<sup>3</sup> maintenance of any bridges, roads, bank stabilization or the clearing and cleaning out of any stream that work has been performed on by the District under its Small Project Program.

The "County" agrees to provide manpower and equipment when necessary to assist in the completion of a project that involves "County" property. The "District" does not accept any liability of injury caused to any "County" employee during performance of work.

Any work or repairs performed on "County" property will be performed for the benefit of the "County" and if the cost of such work or repairs exceeds the limits set out by the "District", the "County" will further hold and save the "District" free from all damages arising from work performed on "County" property including repairs and work performed to bridges and abutments.

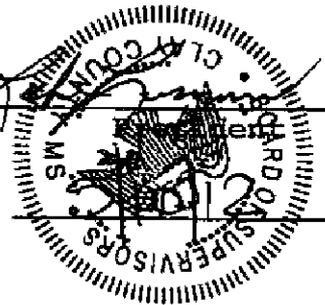
Before any work is commenced upon "County" property for the benefit of "County", the "County" must provide all necessary right-of-ways and easements along with full approval by County Engineer.

THIS AGREEMENT ADOPTED this 10<sup>th</sup> day of May, 2012 by the Board of Supervisors of Clay County as its official act.

COUNTY BOARD OF SUPERVISORS

TOMBIGBEE RIVER VALLEY WATER MANAGEMENT DISTRICT

BY  \_\_\_\_\_  
DATE \_\_\_\_\_



BY \_\_\_\_\_  
Executive Director  
DATE \_\_\_\_\_

RIGHT-OF-ENTRY

In compliance with prior assurances that it will provide sufficient easements and rights-of-way required in connection with the clean out of Trim Cane Creek (the "Project"), as described in the Agreement between the Tombigbee River Valley Water Management District and the Clay County Board of Supervisors for Local Cooperation on the above Project entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2012 the Clay County Board of Supervisors (the "County"), as local sponsor, acting by and through its duly authorized representatives, represents and assures the Tombigbee River Valley Water Management District as follows

1 That the County has provided the District the lands, or sufficient interest therein, required for operation and implementation of the Project, including access for ingress and egress to and from the project for purpose herein stated,

2 That the relocation and/or alteration of all utilities, structures objects, and other encumbrances upon the Project rights-of-way, have been completed or will be completed without cost to Tombigbee River Valley Water Management District prior to the initiation of work,

3 That outstanding encumbering rights and interests in said land in the name of third parties have been removed insofar as would prohibit or prevent work from being performed for purposes herein stated.

4 That a sufficient right-of-way is available for implementation of the Project All of the above is subject to stipulations in the easements

The Board of Supervisors of Clay County hereby authorizes the Tombigbee River Valley Water Management District, its officers, agents, employees, representatives, and contractors to enter upon all the aforesaid required lands in connection with the construction of the Project

Executed this 10<sup>th</sup> day of Nov, 2012

BY: *John Lewis*  
PRESIDENT, BOARD OF SUPERVISORS



*D. Bey*

ATTORNEY'S CERTIFICATE

I, ROBERT B MARSHALL JR, Attorney for the Board of Supervisors of  
Clay County, Mississippi, hereby certify that the said Tombigbee  
River Valley Water Management District has been provided with the lands or  
sufficient interest therein, for the above project covered by the foregoing  
Right-Of-Entry, on the 13<sup>th</sup> day of JULY, 2012.

Given under my hand at West Point MS on this 13<sup>th</sup>  
day of JULY, 2012.

Robert Marshall Jr  
Chief Legal Counsel

ATTEST: Gregory B. Key

STATE OF MISSISSIPPI  
CLAY COUNTY

CLEAN OUT OF TRIM CANE CREEK PROJECT

TEMPORARY EASEMENT

For and in consideration of certain drifts and debris removal work to be performed on Trim Cane Creek in Clay County by Tombigbee River Valley Water Management District, its successors and assigns, the undersigned hereby grants, bargains, sells and warrants unto the Tombigbee River Valley Water Management District a temporary easement over, on and across the following described lands located in Clay County, to-wit,

A strip of land 100 feet in width on the Left & Right descending bank(s) of Trim Cane Creek on the lands owned by the undersigned in Section(s) 27, Township 20N, Range 5E

This temporary easement is granted for the necessary period of time to allow the District to complete the project. This easement includes the right to clear, cut, fell, remove and dispose of any and all timber, trees, underbrush, buildings, improvements and/or obstructions therefrom, to excavate, dredge, cut away, and remove any or all of said land and to place thereon dredge or spoil material, and for such other purposes as may be required in connection with said works of improvement

The undersigned do hereby further give and grant unto the Tombigbee River Valley Water Management District, its successors and assigns, all rights of ingress, egress and regress over all or any part of the lands owned by the undersigned that abut the Trim Cane Creek for the purpose of the movement of equipment to be used in the work contemplated on the said river or stream

This work is not to be construed as a flood control project, but a project to remove drifts and debris from the stream

The Tombigbee River Valley Water Management District will perform and construct this work within its capabilities and limitations and as its schedule will permit, and will not be responsible for future maintenance of said work. The landowner(s) will be responsible for any future maintenance. The work to be performed is to be construed as providing temporary relief from overflow waters of the abutting stream in which work is to be performed and may not provide a permanent solution to the existing problem.

Tombigbee River Valley Water Management District hereby accepts no liability caused to land or property resulting from the implementation of said project nor is the District responsible for any future problems caused by flooding, erosion, sediment or debris deposits, and grantor(s) hereby agrees/agree to release Tombigbee River Valley Water Management District from any liability for damages that might result from said project

WITNESS our signatures this the 13<sup>th</sup> day of July, 2012

\_\_\_\_\_  
Witness

C.P. Waters Foundation  
Grantor  
By William B. Stagger,  
Treasurer

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Grantor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Grantor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

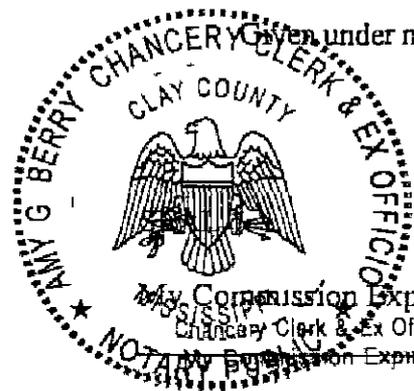
\_\_\_\_\_  
Grantor

\_\_\_\_\_  
Witness

**NOTE ONE FORM OF ACKNOWLEDGMENT FOR EACH GRANTOR'S SIGNATURE**

STATE OF MISSISSIPPI  
COUNTY OF Clay

Personally appeared before the undersigned authority in and for said County and State  
C.P. Winters Foundation  
by William B. Stagers, who acknowledged that he/she signed and delivered  
the above and foregoing instrument on the day and year therein mentioned as his/her act and deed



Given under my hand and seal of office, this the 13<sup>th</sup> day of July, 2012

[Signature]  
NOTARY PUBLIC

OR

STATE OF MISSISSIPPI  
COUNTY OF \_\_\_\_\_

Personally appeared before the undersigned authority in and for said County and State,  
\_\_\_\_\_, one of the subscribing witnesses to the foregoing  
instrument, who being first duly sworn deposes and says that he/she saw the above named \_\_\_\_\_  
\_\_\_\_\_ whose name(s) is/are subscribed thereto,

(Name of Grantor)

sign and deliver the same to the said Tombigbee River Valley Water Management District or that  
he/she heard the above named \_\_\_\_\_ acknowledge

(Name of Grantor)

that he/she signed and delivered the same to the said Tombigbee River Valley Water Management  
District, and that this affiant subscribed his/her name thereto as a witness thereto in the presence of  
the said \_\_\_\_\_

(Name of Grantor)

\_\_\_\_\_  
Witness (signature)

SWORN AND SUBSCRIBED before me this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

SEAL

My Commission Expires  
\_\_\_\_\_

STATE OF MISSISSIPPI  
CLAY COUNTY

CLEAN OUT OF TRIM CANE CREEK PROJECT

*Okfuskeba  
County*

TEMPORARY EASEMENT

For and in consideration of certain drifts and debris removal work to be performed on  
Trim Cane Creek in Clay County by Tombigbee River Valley Water  
Management District, its successors and assigns, the undersigned hereby grants, bargains,  
sells and warrants unto the Tombigbee River Valley Water Management District a  
temporary easement over, on and across the following described lands located in  
*Okfuskeba* ~~Clay~~ County, to-wit,

A strip of land 100 feet in width on the Left & Right descending bank(s)  
of Trim Cane Creek on the lands owned by the undersigned in  
Section(s) 27, Township 20N, Range 5E

This temporary easement is granted for the necessary period of time to allow the  
District to complete the project This easement includes the right to clear, cut, fell, remove  
and dispose of any and all timber, trees, underbrush, buildings, improvements and/or  
obstructions therefrom, to excavate, dredge, cut away, and remove any or all of said land  
and to place thereon dredge or spoil material, and for such other purposes as may be  
required in connection with said works of improvement

The undersigned do hereby further give and grant unto the Tombigbee River Valley  
Water Management District, its successors and assigns, all rights of ingress, egress and  
regress over all or any part of the lands owned by the undersigned that abut the  
Trim Cane Creek for the purpose of the movement of equipment  
to be used in the work contemplated on the said river or stream

This work is not to be construed as a flood control project, but a project to remove  
drifts and debris from the stream

The Tombigbee River Valley Water Management District will perform and construct  
this work within its capabilities and limitations and as its schedule will permit, and will not  
be responsible for future maintenance of said work The landowner(s) will be responsible  
for any future maintenance The work to be performed is to be construed as providing  
temporary relief from overflow waters of the abutting stream in which work is to be  
performed and may not provide a permanent solution to the existing problem.

Tombigbee River Valley Water Management District hereby accepts no liability caused to land or property resulting from the implementation of said project nor is the District responsible for any future problems caused by flooding, erosion, sediment or debris deposits, and grantor(s) hereby agrees/agree to release Tombigbee River Valley Water Management District from any liability for damages that might result from said project.

WITNESS our signatures this the 16<sup>th</sup> day of May, 2012

Paul J. Jensen  
Witness

George J. Jensen  
Grantor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Grantor

\_\_\_\_\_  
Grantor

\_\_\_\_\_  
Grantor

**NOTE ONE FORM OF ACKNOWLEDGMENT FOR EACH GRANTOR'S SIGNATURE**

STATE OF MISSISSIPPI  
COUNTY OF \_\_\_\_\_

Personally appeared before the undersigned authority in and for said County and State,  
\_\_\_\_\_, who acknowledged that he/she signed and delivered  
the above and foregoing instrument on the day and year therein mentioned as his/her act and deed

Given under my hand and seal of office, this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

SEAL

My Commission Expires  
\_\_\_\_\_

OR

STATE OF MISSISSIPPI  
COUNTY OF Clay

Personally appeared before the undersigned authority in and for said County and State,  
Paul Vickers, one of the subscribing witnesses to the foregoing  
instrument, who, being first duly sworn, deposes and says that he/she saw the above named \_\_\_\_\_

George Vickers whose name(s) is/are subscribed thereto

(Name of Grantor)

sign and deliver the same to the said Tombigbee River Valley Water Management District or that  
he/she heard the above named George Vickers acknowledge

(Name of Grantor)

that he/she signed and delivered the same to the said Tombigbee River Valley Water Management  
District, and that this affiant subscribed his/her name thereto as a witness thereto in the presence of

the said George Vickers

(Name of Grantor)

Pamela Tucker  
Witness (signature)

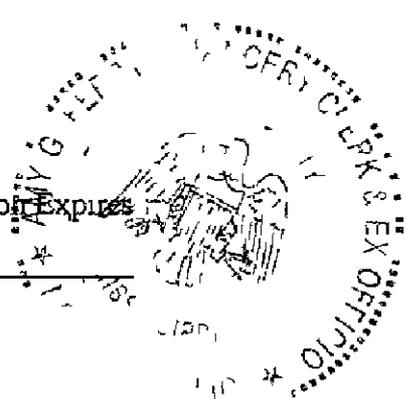
SWORN AND SUBSCRIBED before me, this the 17<sup>th</sup> day of May 2012

Amy Berry  
NOTARY PUBLIC

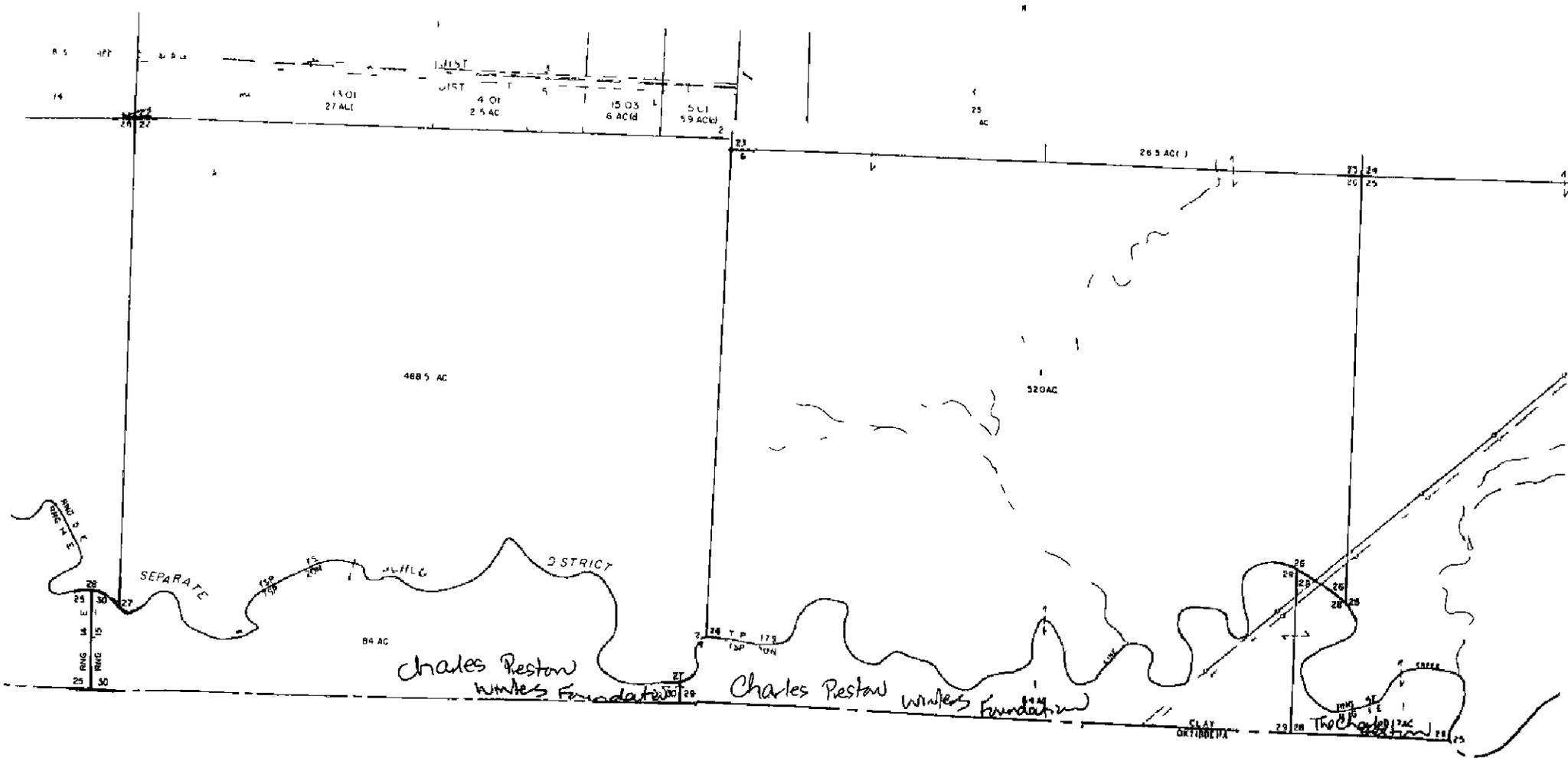
Deborah Myers

SEAL

My Commission Expires  
\_\_\_\_\_



92



NO \_\_\_\_\_

**IN THE MATTER OF AUTHORIZING THE ISSUANCE OF \$220,000 IN BONDS TO  
COVER THE PURCHASE OF THE 20.28 ACRES AT THE PORT OF CLAY**

---

There came on this day for consideration the matter of authorizing the issuance of \$220,000 in bonds to cover the purchase of the 20.28 acres at the Port of Clay

It appears to this Board in purchasing the 20.28 acres at the Port of Clay from the Corp of Engineers there might be a need to issue bonds in the amount of \$220,000 to cover the said purchase

After motion by R. B. Davis and second by Shelton Deanes this Board doth vote unanimously for the Clerk to evaluate the financial situation in purchasing the port and if need be this Board doth authorize her to proceed forward in the issuance of \$220,000 bonds to cover the said purchase

SO ORDERED this the 10<sup>th</sup> day of May, 2012

  
President

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

**IN THE MATTER OF VOTING NOT TO ALLOW THE VETERAN'S SERVICE  
OFFICER TO MOVE TO A NEW OFFICE**

---

There came on this day for consideration the matter of voting not to allow the Veteran's Service Officer to move to a new office

It appears to this Board the Veteran's Service Officer has requested to move to a new office location directly across the hall from his current office and at this time, this Board is of the opinion that his office is fine and there is no reason to justify the move

After motion by Floyd McKee and second by Shelton Deanes this Board doth vote unanimously not to allow the Clay County Veteran's Service Officer to move to a new office location

SO ORDERED this the 10<sup>th</sup> day of May, 2012

  
\_\_\_\_\_  
President

NO \_\_\_\_\_

**IN THE MATTER OF AUTHORIZING THE FILING OF THE QUATERLY REPORT  
WITH THE APPALACHIAN REGIONAL COMMISSION ON PROJECGT # MS-16788-  
2010, E911 READDRESSING GRANT**

---

There came on this day for consideration the matter of authorizing the filing of the quarterly report with the Appalachian Regional Commission (ARC) on Project # MS-16788-2010, E911 Readdressing Grant

It appears to this Board as attached hereto as Exhibit A, the Golden Triangle Planning and Development is needing to file a quarterly report with ARC outlining all activity completed on the project referenced to above thru 3/31/2012 and although no funds are being requested for at this time, the report still requires the Board President's signature to submit the said report

After motion by Lynn Horton and second by Shelton Deanes this Board doth vote unanimously to approve the filing of the said report with the ARC and authorizes the President to execute the said agreement in order for it to be filed timely

SO ORDERED this the 10<sup>th</sup> day of May, 2012



President



GOLDEN TRIANGLE  
Planning and Development District, Inc

Post Office Box 828

Starkville MS 39760-0828

Telephone (662) 324-7860

Fax (662) 324-7328

Cecil Hamilton  
President

Robert E. Boykin  
Vice President

Jimmie Oliver  
Secretary/Treasurer

Rupert L. "Rudy" Johnson  
Executive Director

March 31, 2012

Mr Mark Defalco  
ARC Project Coordinator  
Appalachian Regional Commission  
1666 Connecticut Avenue, NW  
Suite 700  
Washington, DC 20009-1068

RE ARC Project Clay County E-911 Addressing System  
Project Number MS-16788-2010

Dear Mr Defalco,

On behalf of the Clay County Board of Supervisors, please find enclosed the Quarterly Progress Report for the period of October 1, 2011 through March 31, 2012

Should you have any questions or need additional information, please contact this office

Sincerely,

Thomas B Sanford  
Project Manager

Enclosures

Copy Mike Armour

CHOCTAW

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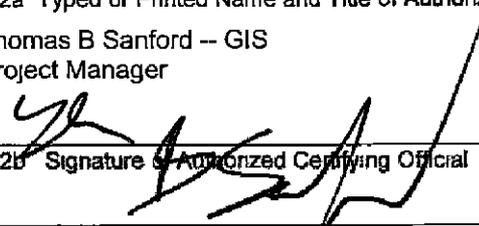
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## ARC PERFORMANCE PROGRESS REPORT

		Page 1	of Pages 1
1 Federal Agency and Organization Element to Which Report is Submitted Appalachian Regional Commission		2 ARC Grant Number MS-16788-2010	
		3a DUNS Number 079117719	
		3b EIN 64-6000917	
4 Recipient Organization (Name and complete address including zip code) Clay County Board of Supervisors PO Box 815 West Point Mississippi 39773-0815		5 Recipient's Identifying Number or Account Number	
6 Project/Grant Period Start Date (Month Day Year)   End Date (Month Day Year) October 1 2010   March 31 2012		7 Reporting Period Dates (Month Day Year) 10/01/2011 - 03/31/2012	
		8 Final Report? <input type="checkbox"/> Yes <input type="checkbox"/> No	
		9 Report Frequency <input type="checkbox"/> annual <input type="checkbox"/> semi annual <input checked="" type="checkbox"/> 120 day <input type="checkbox"/> other (If other describe _____)	
10 Performance Narrative (attach as separate file per instructions found in Section IX-Grant Administration Manual)			
11 Other Attachments (attach other documents as needed or as instructed by the ARC project coordinator)			
12 Certification I certify to the best of my knowledge and belief that this report is correct and complete for performance of activities for the purposes set forth in the award documents			
12a Typed or Printed Name and Title of Authorized Certifying Official Thomas B Sanford -- GIS Project Manager		12c Telephone (area code number and extension) (662) 324-7860 Ext 1145	
		12d Email Address tsanford@gtpdd.com	
		12e Date Report Submitted (Month Day Year)	
12b Signature of Authorized Certifying Official			

**Fourth Quarter Progress Report (120 Days)**

Clay County E-911 Addressing System

**Clay County Board Of Supervisors  
PO Box 815  
West Point, Mississippi 39773-0815**

ARC Project Number MS-16788-2010

**October 1, 2010 – March 31, 2012**

**March 31, 2012**

**Project Director  
George H Crawford III**

**Project Manager  
Thomas B Sanford**

**Golden Triangle Planning and Development District, Inc  
(662) 324-7860**

## Fourth Quarter Progress Report Narrative

Name of Project Clay County E-911 Addressing System  
ARC Project Number MS-16788-2010  
Grant Period October 1, 2010 – March 31, 2012  
Grantee Name Clay County Board of Supervisors  
Project Director George H Crawford III  
Project Manager Thomas B Sanford  
ARC Grant Amount \$200,000 00

### Activities Fourth Quarter

Clay County entered into a contract with the Golden Triangle Planning and Development District (GTPDD) totaling \$250,000 (ARC- \$200,000, Local \$50,000) to develop an E-911 addressing system to locate each structure within the county to its true location for use in emergency response situations. During the Third quarter of the project, GTPDD continued by working on the street centerlines for Clay County using the 2006 Mississippi state flown color aerial photography. Once the centerlines are created and checked, ranges were applied to the segments of the digital street data using the E-911 national standard. Field mapping of the county has been completed, logging the county's inventory of houses with state-of-the-art GPS and data logger. Each mapped structure was assigned attribute values of house type and if it is a residence or business. A photo was taken of each structure and linked to the logged point. The majority of the Third Quarter was dedicated to identifying all old addresses and the corresponding structure that the address was linked to. This is being done to ensure that all existing addresses in the county receive a new address notification by mail. A component of the countywide field mapping includes characterizing road/street length and surface characteristics for an accurate county road map.

There are no problems or significant obstacles to report at this time.

### Next Quarter Activities Scheduled

In an effort to fulfill the requirements of the contract with the Clay County Board of Supervisors, Golden Triangle Planning and Development District staff proposes to continue the activities of the previous quarter. Specific activities include finishing ranging the street centerlines utilizing the 2006 Mississippi state flown color aerial photography and continuing to "field map" the county, identifying all structures, road length and road type values (paved or gravel). Upon completion of this phase of the E-911 mapping process, the existing physical address of each structure will be verified and a new address assigned. The United States Post Office will be updated with a list of new addresses linked to the old address in order to simplify the transition from the "old" to the "new" address. In addition, each phone number attached to an "old" physical address will be updated with the "new" physical address.

Using state-of-the-art technologies while following the national standards for addressing, it is anticipated that the project will be completed within the 18-month contract period.

<b>REQUEST FOR ADVANCE OR REIMBURSEMENT</b>  <i>(See instructions on back)</i>	OMB APPROVAL NO <b>0348-0004</b>		PAGE <b>1</b> OF <b>2</b> PAGES
	1 TYPE OF PAYMENT REQUESTED	a <input checked="" type="checkbox"/> ADVANCE <input type="checkbox"/> REIMBURSE- MENT  b <input checked="" type="checkbox"/> FINAL <input type="checkbox"/> PARTIAL	2. BASIS OF REQUEST  <input type="checkbox"/> CASH  <input type="checkbox"/> ACCRUAL

3 FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH THIS REPORT IS SUBMITTED  <b>Appalachian Regional Commission</b>	4 FEDERAL GRANT OR OTHER IDENTIFYING NUMBER ASSIGNED BY FEDERAL AGENCY	5 PARTIAL PAYMENT REQUEST NUMBER FOR THIS REQUEST
--	--	---

6 EMPLOYER IDENTIFICATION NUMBER <b>64-6000252</b>	7 RECIPIENT'S ACCOUNT NUMBER OR IDENTIFYING NUMBER	8 PERIOD COVERED BY THIS REQUEST	
		FROM (month day year) <b>August 1, 2011</b>	TO (month day year) <b>March 31 2012</b>

9 RECIPIENT ORGANIZATION  <i>Name</i> Clay County Board of Supervisors  <i>Number and Street</i> PO Box 815  <i>City State and ZIP Code</i> West Point MS 39773 0815	10 PAYEE (Where check is to be sent if different than item 9)  <i>Name</i> Golden Triangle Planning and Development District Inc  <i>Number and Street</i> PO Box 828  <i>City State and ZIP Code</i> Starkville MS 39760
--	---

11 COMPUTATION OF AMOUNT OF REIMBURSEMENTS/ADVANCES REQUESTED				
PROGRAMS/FUNCTIONS/ACTIVITIES	(a)	(b)	(c)	TOTAL
	ARC	Local		
a Total program outlays to date <i>(As of date)</i>	\$ 150,000 00	\$ 37,500 00	\$ 0 00	\$ 187,500 00
b Less Cumulative program income				0 00
c Net program outlays <i>(Line a minus line b)</i>	150,000 00	37,500 00	0 00	187,500 00
d Estimated net cash outlays for advance period				0 00
e Total <i>(Sum of lines c &amp; d)</i>	150,000 00	37,500 00	0 00	187,500 00
f Non-Federal share of amount on line e				0 00
g Federal share of amount on line e	150,000 00			150,000 00
h Federal payments previously requested	150,000 00			150,000 00
i Federal share now requested <i>(Line g minus line h)</i>	0 00	0 00	0 00	0 00
j Advances required by month when requested by Federal grantor agency for use in making prescheduled advances	1st month			0 00
	2nd month			0 00
	3rd month			0 00

12 ALTERNATE COMPUTATION FOR ADVANCES ONLY	
a Estimated Federal cash outlays that will be made during period covered by the advance	\$
b Less Estimated balance of Federal cash on hand as of beginning of advance period	
c Amount requested <i>(Line a minus line b)</i>	\$ 0 00

100.

## CERTIFICATION

I certify that to the best of my knowledge and belief the data on the reverse are correct and that all outlays were made in accordance with the grant conditions or other agreement and that payment is due and has not been previously requested	SIGNATURE OR AUTHORIZED CERTIFYING OFFICIAL 	DATE REQUEST SUBMITTED April 2 2012
	TYPED OR PRINTED NAME AND TITLE Luke Lummus, President BOS	TELEPHONE (AREA CODE NUMBER EXTENSION)

This space for agency use

Public reporting burden for this collection of information is estimated to average 60 minutes per response including time for reviewing instructions searching existing data sources gathering and maintaining the data needed and completing and reviewing the collection of information Send comments regarding the burden estimate or any other aspect of this collection of information including suggestions for reducing this burden to the Office of Management and Budget Paperwork Reduction Project (0348 0004) Washington DC 20503

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY**

## INSTRUCTIONS

Please type or print legibly Items 1 3 5 9 10 11e 11f 11g 11i 12 and 13 are self explanatory specific instructions for other items are as follows

<i>Item</i>	<i>Entry</i>	<i>Item</i>	<i>Entry</i>
2	Indicate whether request is prepared on cash or accrued expenditure basis All requests for advances shall be prepared on a cash basis		activity If additional columns are needed use as many additional forms as needed and indicate page number in space provided in upper right however the summary totals of all programs functions or activities should be shown in the total column on the first page
4	Enter the Federal grant number or other identifying number assigned by the Federal sponsoring agency If the advance or reimbursement is for more than one grant or other agreement insert N/A then show the aggregate amounts On a separate sheet list each grant or agreement number and the Federal share of outlays made against the grant or agreement	11a	Enter in as of date the month day and year of the ending of the accounting period to which this amount applies Enter program outlays to date (net of refunds rebates and discounts) in the appropriate columns For requests prepared on a cash basis outlays are the sum of actual cash disbursements for goods and services the amount of indirect expenses charged the value of in kind contributions applied and the amount of cash advances and payments made to subcontractors and subrecipients For requests prepared on an accrued expenditure basis outlays are the sum of the actual cash disbursements the amount of indirect expenses incurred and the net increase (or decrease) in the amounts owed by the recipient for goods and other property received and for services performed by employees contracts subgrantees and other payees
6	Enter the employer identification number assigned by the U S Internal Revenue Service or the FICE (institution) code if requested by the Federal agency	11b	Enter the cumulative cash income received to date if requests are prepared on a cash basis For requests prepared on an accrued expenditure basis enter the cumulative income earned to date Under either basis enter only the amount applicable to program income that was required to be used for the project or program by the terms of the grant or other agreement
7	This space is reserved for an account number or other identifying number that may be assigned by the recipient	11d	Only when making requests for advance payments enter the total estimated amount of cash outlays that will be made during the period covered by the advance
8	Enter the month day and year for the beginning and ending of the period covered in this request If the request is for an advance or for both an advance and reimbursement show the period that the advance will cover If the request is for reimbursement show the period for which the reimbursement is requested	13	Complete the certification before submitting this request
Note	The Federal sponsoring agencies have the option of requiring recipients to complete items 11 or 12 but not both Item 12 should be used when only a minimum amount of information is needed to make an advance and outlay information contained in item 11 can be obtained in a timely manner from other reports		
11	The purpose of the vertical columns (a) (b) and (c) is to provide space for separate cost breakdowns when a project has been planned and budgeted by program function, or		

STANDARD FORM 270 (Rev 7-97) Back



**APPALACHIAN  
REGIONAL  
COMMISSION**

## Reimbursement Request Worksheet

Project Title      Clay County E-911 Addressing System

ARC Project No      MS-16788-2010

Dates of this reporting period  
From October 1, 2011      To March 31, 2012

BUDGET CATEGORY	ARC (Federal) Share			Matching (non-Federal) Funds			Total Program Outlays		
	Project Budget*	Current Period**	YTD***	Project Budget*	Current Period**	YTD***	Project Budget*	Current Period**	YTD***
Personnel							\$ -	\$ -	\$ -
Benefits							\$ -	\$ -	\$ -
Travel							\$ -	\$ -	\$ -
Equipment							\$ -	\$ -	\$ -
Supplies							\$ -	\$ -	\$ -
Contractual	\$ 200 000 00	\$ -	\$ 150 000 00	\$ 50 000 00	\$ -	\$ 37 500 00	\$ 250 000 00	\$ -	\$ 187 500 00
Other							\$ -	\$ -	\$ -
<b>Total Direct</b>	\$ 200 000 00	\$ -	\$ 150 000 00	\$ 50 000 00	\$ -	\$ 37 500 00	\$ 250 000 00	\$ -	\$ 187 500 00
Indirect costs							\$ -	\$ -	\$ -
<b>TOTAL</b>	\$ 200,000 00	\$ -	\$ 150,000 00	\$ 50,000 00	\$ -	\$ 37 500 00	\$ 250 000 00	\$ -	\$ 187 500 00

\* Figures from "Project Budget" column should be taken from the most recently **approved** project budget

\*\* Amount shown in the "Current Period" column should reflect costs incurred only during the current reporting period. This usually covers four months.

\*\*\* Amount shown in the 'YTD' column is the total cost of this line item from the **start of the project** through the end of the current reporting period.

NOTE: Indirect cost rates are approved by the grantee's cognizant Federal agency as described in OMB Circular A-87 and others. To claim reimbursement for indirect costs, they must be included as a line item in the most recently-approved ARC budget.

102

NO \_\_\_\_\_

**IN THE MATTER OF AUTHORIZING THE PRESIDENT TO EXECUTE THE GRANT  
MODIFICATION AGREEMENT #2 ON THE EECBG PROJECT GRANT**

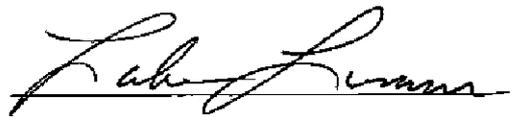
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There came on this day for consideration the matter of authorizing the President to execute the grant modification agreement #2 on the EECBG Project Grant

It appears to this Board grant modification agreement #2 as attached hereto as Exhibit A has been submitted to this Board for approval

After motion by R B Davis and second by Shelton Deanes this Board doth vote unanimously to authorize the President to execute the grant modification agreement #2 as attached hereto as Exhibit A

SO ORDERED this the 10<sup>th</sup> day of May, 2012



President

MODIFICATION OF GRANT AGREEMENT

BETWEEN

THE MISSISSIPPI DEVELOPMENT AUTHORITY,  
ENERGY AND NATURAL RESOURCES DIVISION

AND

CLAY COUNTY BOARD OF SUPERVISORS

---

This MODIFICATION is made part of the Grant Agreement entered into on December 10, 2010 by and between the Mississippi Development Authority, Energy and Natural Resources Division and the Clay County Board of Supervisors and designated as grant No GT11-0810-0020, Modification # ~~12~~ 13

In consideration of the agreement of the Parties hereto to modify the initial Grant Agreement between them, the Mississippi Development Authority, Energy and Natural Resources Division and the Clay County Board of Supervisors do hereby agree that effective on the date signed by the sub-recipient, said Grant Agreement is modified and amended as set out below

The budget summary is changed as shown below

**FROM**

<u>Description</u>	<u>MDA Grant Funds</u>
Equipment	\$ 49,898 85
Contractual Services	\$ 4,120 00
Salary & Fringe	\$ 7,000 00

**TO**

<u>Description</u>	<u>MDA Grant Funds</u>
Equipment	\$ 73,861 43
Contractual Services	\$ 7,156 00
Salary & Fringe	\$ 7,000 00

The project schedule has changed as shown below

**FROM**

**SCOPE OF WORK**

County Courthouse

- Installation of a vending miser
- Installation of programmable thermostats
- Installation of thermal window film
- Installation of T-8 lighting fixtures
- Installation of occupancy sensors

Office Complex

- Installation of a vending miser

- Installation of programmable thermostats
- Installation of a water heater
- Installation of T-8 lighting fixtures
- Installation of occupancy sensors

Health Department

- Installation of a vending miser
- Installation of programmable thermostats
- Installation of T-8 lighting fixtures
- Installation of occupancy sensors

**ESTIMATED PROJECT SCHEDULE**

The project has a completion date of May 31, 2012

**TO**

**SCOPE OF WORK**

County Courthouse

- Installation of a vending miser (1)
- Installation of programmable thermostats (21)
- Installation of thermal window film (1155 sq ft)
- Installation of T-8 lighting fixtures (330)
- Installation of occupancy sensors

Office Complex

- Installation of a vending miser (1)
- Installation of programmable thermostats (5)
- Installation of tankless hot water heater (2)
- Installation of T-8 lighting fixtures (118)
- Installation of occupancy sensors
- Installation of CFL screw-in lamps (47)

Health Department

- Installation of a vending miser (1)
- Installation of programmable thermostats (5)
- Installation of T-8 lighting fixtures (223)
- Installation of occupancy sensors

**ESTIMATED PROJECT SCHEDULE**

The project has a completion date of May 31, 2012

This results in an increase in the overall grant budget by \$26,998 58 in MDA grant funds. With additional funding the Clay County Board of Supervisors will purchase and install two (2) hot water system replacement on-demand type tankless hot water heaters, relamp with T-8 lights and retrofit ballasts (118), and purchase and install CFL screw-in lamps (47)

All other terms, conditions, and provisions set out in the initial grant agreement and the Modification thereof, which are not in conflict with this Modification, shall remain in full force and effect for the duration of the grant agreement

IN WITNESS WHEREOF, the parties have executed this grant Modification Number 2, on the date appearing with their respective signatures below

<p>APPROVED FOR MDA-ENERGY AND NATURAL RESOURCES DIVISION</p>	<p>APPROVED FOR THE CLAY COUNTY BOARD OF SUPERVISORS</p>
<p>Signature <i>K. Bishop</i> Date <i>3/19/12</i> Mrs Karen Bishop, Division Director</p>	<p>Signature <i>[Signature]</i> Date <i>5/10/12</i> Mrs. [Name], President</p>
<p>Witness <i>[Signature]</i></p>	<p>Witness <i>[Signature]</i></p>



**CONTRACT MODIFICATION/AMENDMENT**  
**INDIVIDUAL WORK ACTIVITY DESCRIPTION**

Recipient Clay County BOS Contract Number GT11-0810-0020

The individual work activity description is provided to describe in detail each activity proposed to be amended. A separate work activity description must be completed for each activity proposed in contract amendment.

1 Work Activity

Scope of Work

2 Detailed description of work activity and need for modification or amendment

With additionally funding the Clay County Board of Supervisors will purchase and install two (2) hot water system replacement on-demand type tankless hot water heaters, relamp with T-8 lights and retrofit ballasts (118), and purchase and install CFL screw-in lamps (47)

3 Impact of increase in proposed scope of work (or new scope of work)

N/A – there will be no increase in the proposed scope of work as a result of this modification

4 Number benefiting from proposed work activity Show the number of increase in beneficiaries, or decrease if applicable Show how this was determined

N/A – there will be no change in beneficiaries as a result of this modification

5 Describe any effects the proposed amendment of the work activities will have on the environmental assessment of the project

N/A – there will be no effect on the environmental assessment of the project as a result of this modification.

6 Describe any changes in the contract budgets that will be needed to complete the proposed amendment to the work activity

N/A – there will be no changes in the contract budget as a result of this modification

7 Describe any anticipated changes to the schedule as a result of the proposed amendment

N/A – there are no anticipated changes to the schedule as a result of this amendment



**BUDGET MODIFICATION WORKSHEET**

Recipient Clay County BOS Contract Number GT11-0810-0020

**NOTE** List MDA-ED Funds where changes are made

<b>Activity</b>	<b>Current Budget</b>	<b>Current Match</b>	<b>Proposed Budget</b>	<b>Proposed Match</b>	<b>Change (+ -)</b>
Equipment	\$49,898 85	\$0 00	\$73,861 43	\$0 00	+ \$23,962 58
Contractual Services	\$4,120 00	\$0 00	\$ 7,156 00	\$0 00	+ \$3,036 00
Administration	\$7,000 00	\$0 00	\$7000 00	\$0 00	\$0 00
	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL
	<b>\$61,018 85</b>	<b>\$0 00</b>	<b>\$88,017 43</b>	<b>\$0 00</b>	<b>+ \$26,998 58</b>

**Comments** With additionally funding the Clay County Board of Supervisors will purchase and install two (2) hot water system replacement on-demand type tankless hot water heaters, relamp with T-8 lights and retrofit ballasts (118), and purchase and install CFL screw-in lamps (47)



## CLAY COUNTY BOARD OF SUPERVISORS

### **SCOPE OF WORK**

#### County Courthouse

- Installation of a vending miser (1)
- Installation of programmable thermostats (21)
- Installation of thermal window film (1155 sq ft)
- Installation of T-8 lighting fixtures (330)
- Installation of occupancy sensors

#### Office Complex

- Installation of a vending miser (1)
- Installation of programmable thermostats (5)
- Installation of tankless hot water heater (2)
- Installation of T-8 lighting fixtures (118)
- Installation of occupancy sensors
- Installation of CFL screw-in lamps (47)

#### Health Department

- Installation of a vending miser (1)
- Installation of programmable thermostats (5)
- Installation of T-8 lighting fixtures (223)
- Installation of occupancy sensors

### **ESTIMATED PROJECT SCHEDULE**

The project has a completion date of May 31, 2012

Budget Summary



Applicant Clay County Board of Supervisors

Program EECBG

For MDA Use Only  
 Grant Number: C10-0810-0020

Description	Allowed?		Other Funding Sources				
	Yes	No	MDA Grant Funds	Cash Match	In-Kind Match	Third Party Match	Total Cost
Administration	<input checked="" type="checkbox"/>	<input type="checkbox"/>					
Salary & Fringe			\$7 000 00	\$0 00	\$0 00	\$0 00	\$7 000 00
Travel			NA	NA	NA	NA	NA
<b>Subtotal (A)</b>			\$7 000 00	\$0 00	\$0 00	\$0 00	\$7 000 00
Description	Allowed?		Other Funding Sources				
	Yes	No	MDA Grant Funds	Cash Match	In-kind Match	Third Party Match	Total Cost
Direct Costs							
Equipment			\$73 861 43	\$0 00	\$0 00	\$0 00	\$73 861 43
Contractual Services			\$7 156 00	\$0 00	\$0 00	\$0 00	\$7 156 00
Commodities			\$0 00	\$0 00	\$0 00	\$0 00	\$0 00
Other Direct Cost			\$0 00	\$0 00	\$0 00	\$0 00	\$0 00
<b>Subtotal (B)</b>			\$81 017 43	\$0 00	\$0 00	\$0 00	\$81,017 43
<b>Grand Total (A + B)</b>			\$88 017 43	\$0 00	\$0 00	\$0 00	\$88 017 43

Clay County, Mississippi

Equipment

	Equipment	Quantity	Cost per Unit	Basis of Cost	MDA Grant Amount	Cash Match	In-Kind Match	Third Party Match	Total Match	Total Cost
Example	T 8 light fixtures	350	\$180 00	Vendor quote	\$47,250 00	\$15,750 00	\$0 00	\$0 00	\$15,750 00	\$63,000 00
Example	2.5 Ton SLLR 18 HVAC	1	\$2,500 00	Vendor quote	\$2,500 00	\$0 00	\$0 00	\$0 00	\$0 00	\$2,500 00
Example	2,250,000 BTU Boiler	1	\$30,000 00	Energy audit	\$22,500 00	\$7,500 00	\$0 00	\$0 00	\$7,500 00	\$30,000 00
1	Programmable Thermostats	31	\$162 41	Energy audit	\$5,035 00	\$0 00	\$0 00	\$0 00	\$0 00	\$5,035 00
2	T 8 Light Fixtures w/Sensors	553	\$48 70	Energy audit	\$26,936 00	\$0 00	\$0 00	\$0 00	\$0 00	\$26,936 00
3	Vending Miser	3	\$250 00	Energy audit	\$750 00	\$0 00	\$0 00	\$0 00	\$0 00	\$750 00
4	Water Heater	1	\$2,715 00	Energy audit	\$2,715 00	\$0 00	\$0 00	\$0 00	\$0 00	\$2,715 00
5	Thermal Window Film	1155 sq ft	\$5 00	Energy audit	\$5,775 00	\$0 00	\$0 00	\$0 00	\$0 00	\$5,775 00
6			\$0 00		\$0 00	\$0 00	\$0 00	\$0 00	\$0 00	\$0 00
7	Additional funding to cover project overages		\$8,687 85		\$8,687 85	\$0 00	\$0 00	\$0 00	\$0 00	\$8,687 85
8	Hot Water Heaters Tankless	2	\$10,000 07	additional funding request	\$20,000 14	\$0 00	\$0 00	\$0 00	\$0 00	\$20,000 14
9	Relamp with T8& Retrofit Ballast	118	\$29 82	additional funding request	\$3,518 76	\$0 00	\$0 00	\$0 00	\$0 00	\$3,518 76
10	CFI Screw In Lamps	47	\$9 44	additional funding request	\$443 68	\$0 00	\$0 00	\$0 00	\$0 00	\$443 68
11			\$0 00		\$0 00	\$0 00	\$0 00	\$0 00	\$0 00	\$0 00
12			\$0 00		\$0 00	\$0 00	\$0 00	\$0 00	\$0 00	\$0 00
13			\$0 00		\$0 00	\$0 00	\$0 00	\$0 00	\$0 00	\$0 00
14			\$0 00		\$0 00	\$0 00	\$0 00	\$0 00	\$0 00	\$0 00
15			\$0 00		\$0 00	\$0 00	\$0 00	\$0 00	\$0 00	\$0 00
16			\$0 00		\$0 00	\$0 00	\$0 00	\$0 00	\$0 00	\$0 00
17			\$0 00		\$0 00	\$0 00	\$0 00	\$0 00	\$0 00	\$0 00
18			\$0 00		\$0 00	\$0 00	\$0 00	\$0 00	\$0 00	\$0 00
19			\$0 00		\$0 00	\$0 00	\$0 00	\$0 00	\$0 00	\$0 00
20			\$0 00		\$0 00	\$0 00	\$0 00	\$0 00	\$0 00	\$0 00
<b>TOTAL</b>					<b>\$73,861 43</b>	<b>\$0 00</b>	<b>\$0 00</b>	<b>\$0 00</b>	<b>\$0 00</b>	<b>\$73,861 43</b>

111

Contractual Services

	Energy Conservation Measure	Position	Rate Basis	MDA Grant Amount			Match Amount					Total Hours	Total Cost
				Time (Hours)	Pay Rate (\$/Hr)	Total	Time (Hours)	Pay Rate (\$/Hr)	Cash Match	In-Kind Match	Third Party Match		
Example	T 8 light fixtures	Electrician	Hourly wage	60	\$35.00	\$2,100.00	0	\$0.00	\$0.00	\$0.00	\$0.00	60	\$2,100.00
Example	2.5 Ton SEER 18 HVAC	General Labor	Hourly wage	150	\$20.00	\$3,000.00	20	\$20.00	\$400.00	\$0.00	\$400.00	170	\$3,400.00
Example	2,200,000 BTU Boiler	Site Engineer	Salary	0	\$0.00	\$0.00	200	\$50.00	\$10,000.00	\$0.00	\$0.00	200	\$10,000.00
1	Energy Conservation Measure	Engineer	Hourly wage	41.2	\$100.00	\$4,120.00	0	\$0.00	\$0.00	\$0.00	\$0.00	41.2	\$4,120.00
2	Remobilization	Labor		0	\$0.00	\$1,500.00	0	\$0.00	\$0.00	\$0.00	\$0.00	0	\$1,500.00
3	Additional Engineering Service funding	Engineer	Flat Fee	0	\$0.00	\$1,536.00	0	\$0.00	\$0.00	\$0.00	\$0.00	0	\$1,536.00
4				0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00
5				0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00
6				0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00
7				0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00
8				0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00
9				0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00
10				0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00
11				0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00
12				0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00
13				0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00
14				0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00
15				0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00
16				0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00
17				0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00
18				0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00
19				0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00
20				0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00
<b>TOTAL</b>				<b>41.2</b>		<b>\$7,156.00</b>	<b>0</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>41.2</b>	<b>\$7,156.00</b>

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**Commodities**

NOTE Grant funds are to be used for the purchase and installation of equipment only Please see the definitions page of this workbook for further information regarding this budget category

	Item Name and Description	Quantity	Cost per Unit	Basis of Cost	MDA Grant Amount	Cash Match	In-Kind Match	Third Party Match	Total Match	Total Cost
1					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
12					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
13					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
14					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
15					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
16					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
17					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
18					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
19					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
20					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	<b>TOTAL</b>				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

113

**Other Direct Cost**

NOTE Grant funds are to be used for the purchase and installation of equipment only Please see the definitions page of this workbook for further information regarding this budget category

	General Description	Basis of Cost	MDA Grant Amount	Cash Match	In-Kind Match	Third Party Match	Total Match	Total Cost
1			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
12			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
13			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
14			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
15			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
16			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
17			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
18			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
19			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
20			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	<b>TOTAL</b>		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

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Salary & Fringe

If an Applicant prepares its own application or performs its own project administration, EECBG funds may not be used for this service. It will be considered project leveraging (match). Outside consultants or administrators may be used and are subject to the following limits:

Application preparation fees will be limited to \$2500

Administrative fees will be limited to 10% of the total project cost for the individual city or county applications or \$15,000 for multi-jurisdictional applications

	Position	Rate Basis	MDA Grant Amount			Match Amount					Total Hours	Total Cost
			Time (Hours)	Pay Rate (\$/Hr)	Total	Time (Hours)	Pay Rate (\$/Hr)	Cash Match	In-Kind Match	Third-Party Match		
Example	Grant Administrator	Salary	100	\$15.00	\$1,500.00	0	\$0.00	\$0.00	\$0.00	\$0.00	100	\$1,500.00
Example	City Employee	Hourly Wages	50	\$12.00	\$600.00	0	\$0.00	\$0.00	\$0.00	\$0.00	50	\$600.00
1	Application Prep	Salary	25	\$100.00	\$2,500.00	0	\$0.00	\$0.00	\$0.00	\$0.00	25	\$2,500.00
2	Administration	Salary	45	\$100.00	\$4,500.00	0	\$0.00	\$0.00	\$0.00	\$0.00	45	\$4,500.00
3			0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00
4			0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00
5			0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00
6			0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00
7			0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00
8			0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00
9			0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00
10			0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00
11			0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00
12			0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00
13			0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00
14			0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00
15			0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00
16			0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00
17			0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00
18			0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00
19			0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00
20			0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00
<b>TOTAL</b>			<b>70</b>		<b>\$7,000.00</b>	<b>0</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>70</b>	<b>\$7,000.00</b>

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# Clay County Board of Supervisors

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

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

March 14, 2012

Daniel Saucier  
Mississippi Development Authority  
Stimulus Division  
Post Office Box 849  
Jackson, MS 39205

RE Request for Additional Funds  
Clay County, Mississippi  
EECBG Project Number GT11-0810-0020

Dear Mr Saucier

The Clay County Board of Supervisors respectfully requests an additional grant of **\$25,462 44** to cover cost overruns as presented on the attached EECBG Grant Modification Cost Estimate prepared by the project engineer, John Cunningham of Neel-Schaffer, Inc The additional funds will cover the following items

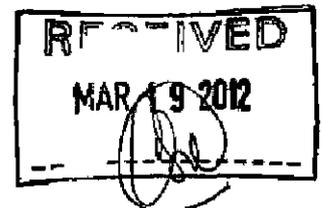
2 – Hot Water System Replacement On-Demand Type (Tankless) Hot Water Heaters	\$20,000 00
118 – Relamp with T8 & Retrofit Ballast	\$ 3 518 76
47 – CFL Screw-In Lamps	\$ 443 68
Re-mobilation	\$ 1,500 00
<b>TOTAL</b>	<b>\$25,462 44</b>

Your favorable approval will be greatly appreciated as the current county budget will not allow an undertaking of this magnitude Should you have any questions or need additional information, please contact this office or Phylis Benson of Golden Triangle Planning and Development District at (662) 324-7860

Sincerely,

Luke Lummus  
President

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NO \_\_\_\_\_

**IN THE MATTER OF AUTHORIZING THE BOARD PRESIDENT TO EXECUTE THE  
INTER LOCAL AGREEMENT WITH THE CITY OF WEST POINT ON THE LINK  
CONTRACT**

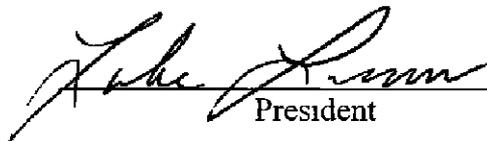
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There came on this day for consideration the matter of authorizing the Board President to execute the inter local agreement with the City of West Point on the LINK Contract

It appears to this Board that an inter local agreement as attached hereto as Exhibit A has been presented by the Board Attorney between the City of West Point and Clay County MS on both entities commitment outlined in the LINK CONTRACT

After motion by R B Davis and second by Lynn Horton this Board doth vote unanimously to authorize the Board President to execute the inter local agreement between the City of West Point and Clay County MS on the LINK contract

SO ORDERED this the 10<sup>th</sup> day of May, 2012

  
\_\_\_\_\_  
President

## INTERLOCAL AGREEMENT

THIS AGREEMENT is made and entered into on the date hereinafter set forth by and between the City of West Point, Mississippi, by and through its governing authorities, the Board of Mayor and Selectmen of the City of West Point ("West Point"), and Clay County, Mississippi, by and through its governing authorities, the Clay County Board of Supervisors ("Clay County")

WHEREAS, on April 17, 2012, Clay County, West Point and The West Point/Clay County Growth Alliance (the 'Growth Alliance') entered into an *Economic Development Services Agreement* with the Columbus Lowndes County Development Link ("The LINK") wherein the LINK will provide industrial development services for the Customer Parties for a contract period of three (3) years, and

WHEREAS, under the terms of the said *Economic Development Services Agreement* Clay County and West Point will have mutual financial obligations and desire to reduce to writing the respective obligations and benefits to be derived to Clay County and West Point in the event of the location of industries to West Point and Clay County,

NOW, THEREFORE, by the mutual covenants and promises contained herein, the parties agree as follows

1 Primary Funding of Agreement Clay County and West Point acknowledge their respective obligations of \$150,000.00 per year each to the Growth Alliance. Clay County and West Point agree to remit such amounts to the Growth Alliance in a timely manner, not to exceed quarterly, so that the Growth Alliance can meet the funding requirements due under the terms of the *Economic Development Services Agreement*

2 Additional Fees and Costs Section 2.01 of the *Economic Services Agreement* describes certain additional costs such as fees of engineers, architects, attorneys, public relations professionals and accountants which may be incurred in the providing of economic services by the LINK. Such additional services must first be approved by the Customer Parties. In the event such additional fees are so approved, Clay County and West Point shall each be responsible for one-half (1/2) of such additional fees.

3 Ad Valorem Taxes In the event of the location of an industry to Clay County, Mississippi, all ad valorem taxes, with the exception of school district taxes, paid by such industry shall be shared equally by Clay County and West Point whether such industry is located within or without of the city limits of West Point, Mississippi. Any school taxes shall be received by the school district in which such industry may be physically located.

NO \_\_\_\_\_

**IN THE MATTER OF AUTHORIZING THE BOARD PRESIDENT TO EXECUTE THE  
INTER LOCAL AGREEMENT WITH THE CITY OF WEST POINT ON THE JAIL  
AGREEMENT**

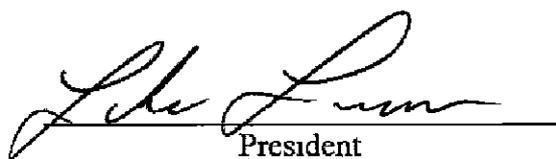
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There came on this day for consideration the matter of authorizing the Board President to execute the inter local agreement with the City of West Point on the jail agreement

It appears to this Board that an inter local agreement as attached hereto as Exhibit A has been presented by the Board Attorney to be executed between the City of West Point and Clay County MS on both entities commitment outlined in the jail agreement

After motion by Shelton Deanes and second by Lynn Horton this Board doth vote unanimously to authorize the Board President to execute the inter local agreement between the City of West Point and Clay County MS on the jail agreement

SO ORDERED this the 10<sup>th</sup> day of May, 2012

  
\_\_\_\_\_  
President

INTERLOCAL JAIL AGREEMENT

Instrument No 1981

THIS AGREEMENT is made and entered into on the date hereinafter set forth by and between the City of West Point, Mississippi, by and through its governing authorities, the Board of Mayor and Selectmen of the City of West Point ("WEST POINT"), and Clay County, Mississippi, by and through its governing authorities, the Clay County Board of Supervisors ("CLAY COUNTY")

WHEREAS, CLAY COUNTY owns and operates the Clay County Detention Facility located in West Point, Mississippi ("CLAY COUNTY DETENTION FACILITY"), and

WHEREAS, WEST POINT, through its police department, desires to reserve, upon availability, and use a certain number of beds to house West Point inmates at the CLAY COUNTY DETENTION FACILITY pursuant to the authority granted under the "Interlocal Cooperation Act of 1974" (codified at Miss Code Ann § 17-13-1, *et seq*)

NOW, THEREFORE, by the mutual covenants and promises contained herein, the parties agree as follows

1 Use Effective upon all parties approval, WEST POINT shall have, on a 24 hour, 7 days per week basis, such number of bed spaces as needed by WEST POINT located at the CLAY COUNTY DETENTION FACILITY to house its inmates ("the West Point inmates") However, such use shall be subject to a vacancy existing at the time of need CLAY COUNTY shall accept custody thereof according to the terms of this Agreement WEST POINT will provide proper documentation that orders the housing of West Point inmates and the documentation shall be presented to the Clay County jail at the time of the incarceration of the inmate CLAY COUNTY, through its Sheriff, shall receive the West Point inmates upon delivery by WEST POINT and shall be responsible for the proper housing, care and maintenance of such inmates thereafter while they are in custody of CLAY COUNTY Upon receipt of custody of the West Point inmates, CLAY COUNTY and the Clay County Sheriff shall be responsible for the custodial care, treatment, safety, security, feeding and maintenance of the West Point inmates while they are in custody of CLAY COUNTY The Clay County Sheriff, and CLAY COUNTY as the source of revenue for the Sheriff, agrees to supervise, control, and manage the CLAY COUNTY DETENTION FACILITY to provide safe and secure custody of the West Point inmates according to state and federal law, regulations and standards All correctional officers and guards employed at the CLAY COUNTY DETENTION FACILITY shall be certified by the State of Mississippi and all custodial and prisoner detention protocol and procedures shall be observed and implemented in accordance with state standards and guidelines

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2 **Healthcare** CLAY COUNTY shall furnish nursing services within the CLAY COUNTY DETENTION FACILITY to the West Point inmates sufficient for attending to minor illnesses and minor medical problems, evaluation to determine whether more extensive medical care is warranted and dispensing over-the-counter medications. CLAY COUNTY shall not be responsible for arranging physician visits or appointments, scheduling or transporting WEST POINT inmates to and from such appointments or purchasing prescription medications, as this responsibility shall remain with WEST POINT. CLAY COUNTY shall also not accept any West Point inmate(s) suffering from lunacy, mental illness, or who has or will be prescribed psychotropic drugs. WEST POINT shall be responsible for getting medications to CLAY COUNTY so the same can be dispensed in a timely manner. For purposes of this agreement, "over the counter" medications are those which do not require a prescription and used to treat ailments such as common headaches, minor cuts and abrasions, etc.

3 **Transportation.** WEST POINT shall be responsible for transporting its prisoners to and from the CLAY COUNTY DETENTION FACILITY, except in the case of medical emergency or other emergency. In the event of such medical or other emergency, all costs of transportation, maintenance, and security of West Point's inmates shall be borne by WEST POINT. The Clay County Sheriff shall be responsible for making the West Point inmates available promptly for transportation to court appearances and for other purposes upon timely requests therefor.

4 **Cost** For the use of such jail space, WEST POINT shall pay CLAY COUNTY the following sums: (a) reimbursement for the cost of two jailors which amount is currently \$67,482.00 per year for both salaries not including potential overtime; (b) a booking fee of \$15.00 per WEST POINT inmate; and (c) West Point shall compensate Clay County for inmate meals at the rate of \$3.20 per meal, and this cost may be adjusted according to the cost of living index every six months. All payments shall be timely made by WEST POINT by the 15<sup>th</sup> of the month following when the cost was incurred. All payments are to be mailed to the Clay County Sheriff's Department Post Office Box 142, West Point, Mississippi 39773.

5 **Insurance** CLAY COUNTY shall obtain and maintain law enforcement liability insurance providing coverage for the CLAY COUNTY DETENTION FACILITY and its occupants, including the West Point inmates, in an amount not less than One Million Dollars (\$1,000,000.00) issued by a reputable company which is permitted to do business in the State of Mississippi. Both WEST POINT and CLAY COUNTY shall maintain and provide comprehensive law enforcement liability insurance in an amount not less than \$1,000,000.00. Each party waives the right of subrogation against the other for claims in the event that claims are paid by insurance to the extent allowed by the respective insurance carriers.

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6 **Duration and Termination** This Agreement shall remain in force and effect until WEST POINT or CLAY COUNTY determines there is no longer any need to continue it. In that event, this Agreement may be terminated by either party by giving the other party a thirty (30) days written notice. However, the obligation to maintain general liability insurance, and the right to indemnity, shall survive for three (3) years after termination or until all claims are resolved, whichever occurs later.

7 **Governing Law** This Agreement shall be interpreted and construed under the laws of the State of Mississippi.

8 **Amendment** No amendment or modification to this Agreement shall be effective unless reduced to writing and signed by all parties hereto. No waiver of any breach of this Agreement by any party hereto shall be construed to be a waiver of any succeeding breach. This Agreement has been fully negotiated and shall not be construed against either party as a result of the preparation of this Agreement.

9 **Authority** Each governing authority, as defined by § 17-13-5 of the Mississippi Code of 1972, Annotated, as amended, has approved the entering into this Agreement by resolution entered on its minutes. This Agreement shall be submitted to the Attorney General of Mississippi for approval, and when approved, a copy shall be immediately filed with the Chancery Clerk of Clay County, Mississippi and with the Secretary of State. This Agreement shall be effective upon approval by the governing bodies of WEST POINT and CLAY COUNTY and the Attorney General of the State of Mississippi.

10 **Force Majeure** In the event that WEST POINT or CLAY COUNTY is delayed, hindered, or prevented from the performance of any requirement hereunder by reason of general civil disturbance, riot, labor dispute, strike, flood, tornado, or other natural disaster, or for other reasons, other than governmental or financial, which are totally beyond control of such party, the performance of the requirements shall be excused for the period of the delay, provided, however, that nothing in this provision shall prevent or delay termination as provided in Section 7.

11 **Assignment** This Agreement shall not be assigned except upon written agreement of all the parties.

12 **Miscellaneous** The parties acknowledge that this Agreement contains the full, complete and entire agreement between the parties regarding WEST POINT's use of available beds at the CLAY COUNTY DETENTION FACILITY and matters pertaining thereto, and that this Agreement supersedes all other agreements, correspondence and understandings, verbal or in writing.

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13 Notice Notices to the parties under this Agreement shall be sent via registered or certified mail, return receipt requested, to the following addresses

WEST POINT  
Office of the Mayor  
Post Office Box 1217  
West Point, MS 39773

CLAY COUNTY  
Clay County Board of Supervisors  
Post Office Box 815  
West Point MS 39773

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates noted below

DATED June 12, 2012

CITY OF WEST POINT, MISSISSIPPI

BY

Scott Ross  
Mayor of the City of West Point

DATED May 10, 2012

CLAY COUNTY, MISSISSIPPI

[Signature]  
President of Clay County  
Board of Supervisors

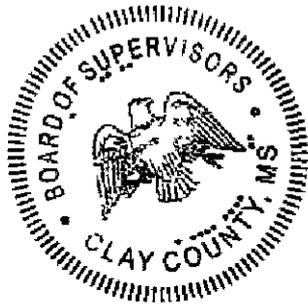
The seal of the Clay County Board of Supervisors is circular. It features an eagle with spread wings in the center. The text "BOARD OF SUPERVISORS" is written along the top inner edge, and "CLAY COUNTY" is written along the bottom inner edge. The seal is partially overlaid by the signature and text of the official.

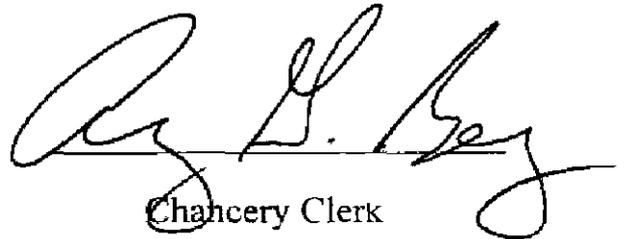
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**Clerk's Certificate**

I, the undersigned, do hereby certify that the above and foregoing is a true and correct copy of that certain resolution which was duly approved and adopted by the Clay County Board of Supervisors, in regular meeting assembled on this the 10<sup>th</sup> day of May, 2012, as the same appears of record in the official minutes of record in my office

This the 10<sup>th</sup> day of May, 2012



  
Chancery Clerk

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**Clerk's Certificate**

**I, the undersigned, do hereby certify that the Interlocal Agreement that was unanimous accepted by the City of West Point Board of Selectmen, in their Regular Meeting assembled on the 12<sup>th</sup> day of June, 2012 as the same appears of record in the official minutes of record in my office**

**Thus the 3<sup>rd</sup> day of July, 2012**



*Lela Q. Jack*  
Lela Q Jack, City Clerk

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**THE STATE OF MISSISSIPPI**

County of Clay

I, Amy G. Berry, Clerk of the Chancery Court in and for said County and State, do hereby certify that the within Instrument was filed in this office for the record on the 3 day of July, 2012, at 11:54 o'clock A. M and the same was duly recorded in Book Record 1 Page 204, on this 3 day of July, 2012.  
Given under my hand and seal of office at West Point Mississippi

By Amy G Berry DC  
AMY G BERRY, Chancery Clerk

NO \_\_\_\_\_

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

---

There came for consideration the matter of going into closed session

After motion by Shelton Deanes and second by Lynn Horton this Board doth vote unanimously to go into closed session

SO ORDERED this the 10<sup>th</sup> day of May, 2012

  
\_\_\_\_\_  
President

**IN THE MATTER OF GOING FROM CLOSED SESSION INTO EXECUTIVE  
SESSION UNDER SECTION 25-41-7 (4)(a) OF MISS CODE**

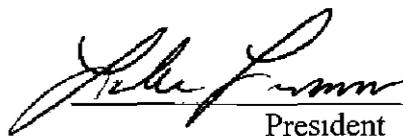
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There came on this day for consideration the matter of going from closed session into executive session under section 25-41-7 (4)(a) of *Miss Code*

It appears to this Board a matter needs to be discussed by the Board which involves a personnel matter and therefore should be discussed in executive session as allowed by *Miss Code*

After motion by Lynn Horton and second by R. B. Davis this Board doth vote unanimously to go into executive session

SO ORDERED this the 10<sup>th</sup> day of May, 2012

  
\_\_\_\_\_  
President

NO \_\_\_\_\_

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

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

After motion by Shelton Deanes and second by R B Davis this Board doth vote unanimously to come out of executive session

SO ORDERED this the 10<sup>th</sup> day of May, 2012

  
President

J. F.

NO \_\_\_\_\_

**IN THE MATTER OF SETTING THE OFFICE HOURS OF THE PURCHASE CLERK  
TERESA WARE**

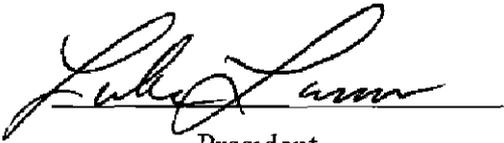
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There came on this day for consideration the matter of setting the office hours of the Purchase Clerk, Teresa Ware

It appears to this Board the Purchase Clerk's position has been made a part-time position effective 1/1/2012 and with this change comes the evaluation of the office hours. Furthermore it appears the office should be opened Monday thru Friday from 8 00 until 12 00 and that all county departments should submit any purchase requisitions to the Purchase Clerk, Teresa Ware, during these hours unless there is a purchase which cannot wait until the next day, then the Assistance Purchase Clerk Deborah Myers, upon receiving a purchase requisition can issue a purchase order. However, it is the intent of this Board for all purchase orders to be issued during the work week between the hours of 8 00 to 12 00. This office hour change is to begin on May 15, 2012 until then the Purchase Clerk's office hours will be 7 00 to 11 00.

After motion by R. B. Davis and second by Shelton Deanes this Board doth vote unanimously to approve the Purchase Clerk's office hours of 8 00 to 12 00, Monday thru Friday, beginning May 15, 2012.

SO ORDERED this the 10<sup>th</sup> day of May, 2012

  
President

NO \_\_\_\_\_

**IN THE MATTER OF INCREASING THE PAY FOR THE ASSISTANT PURCHASE  
CLERK DEBORAH MYERS**

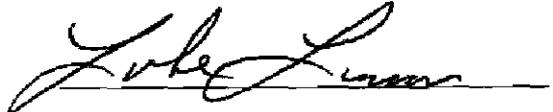
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There came on this day for consideration the matter of increasing the pay for the Assistant Purchase Clerk Deborah Myers

It appears to this Board as a result of the Purchase Clerk's office hours changing from 8 00 until 12 00 in the afternoons when individuals are inquiring about the availability of the voting precincts and in the event purchase orders are needed to be issued when Purchase Clerk is not available, there is going to be more responsibility placed on the Assistant Purchase Clerk and therefore the salary for the said position should be increased to \$5,000 per year

After motion by Luke Lummus and second by R B Davis this Board doth vote unanimously to increase the annual pay to \$5,000 per year for the Assistant Purchase Clerk

SO ORDERED this the 10<sup>th</sup> day of May, 2012

  
President

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

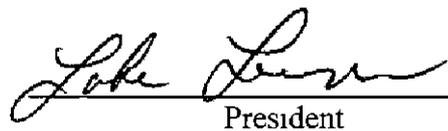
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There came on this day for consideration the matter of an inter fund loan of \$ 1,479 25 from fund #114, Volunteer Fire Fund to fund #116, Volunteer Fire Insurance Rebate Monies Fund

It appears to this Board that one claim was paid on April 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 R. B. Davis and seconded by Floyd McKee 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 10<sup>th</sup> day of May 2012

  
\_\_\_\_\_  
President

130

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

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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 \$11 83 and in the insurance clearing checking account in the amount of \$ 13 35 and should be transferred to the General County Fund

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

SO ORDERED, this the 10th day of May, 2012

  
\_\_\_\_\_  
President

**IN THE MATTER OF TRANSFERRING CERTAIN FUNDS  
IN CLAY COUNTY, MISSISSIPPI**

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There came on this day for consideration the matter of transferring \$150,000 00 from fund #001, General County Fund to fund #097, E911 Fund

It appears to this Board fund #097, E911 Fund is in need of a transfer and that \$200,000 00 was budgeted to be transferred from fund #001, General County Fund to fund #097, E911 Fund, however at this time, only \$150,000 00 is being requested to be transferred to supplement fund #097, E911 fund

Therefore, after motion by R B Davis and seconded by Floyd McKee this Board doth vote unanimously to transfer \$150,000 00 from fund #001, General County Fund to fund #097, E911 Fund

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



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President

**IN THE MATTER OF INTERFUND LOANS FOR CLAY COUNTY,  
MISSISSIPPI**

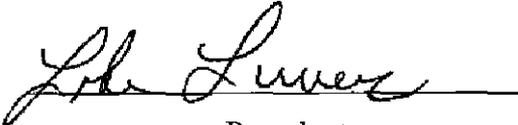
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There came on this day for consideration the matter of an inter fund loan of \$6,932 98 from fund #013, Utilization Fund to fund # 112, Drug Court AOC Grant Fund

It appears to this Board that an inter fund loan should be made to fund #112, Drug Court AOC Grant Fund in the amount of \$6,932 98 in anticipation of reimbursement from the AOC Grant and so the said fund will not be overdrawn for the month of April 2012

Therefore, after motion by Shelton Deanes and seconded by Lynn Horton, this Board doth vote unanimously to loan \$ 6,932 98 from fund #013, Utilization Fund to fund #112, Drug Court AOC Fund

SO ORDERED, this the 10th day of May, 2012

  
President

NO \_\_\_\_\_

**IN THE MATTER OF AUTHORIZING THE DEQ OFFICER BILLY DOSS TO SIGN A  
TICKET PURCHASING ANYTHING UNDER \$100 WITHOUT A PURCHASE ORDER**

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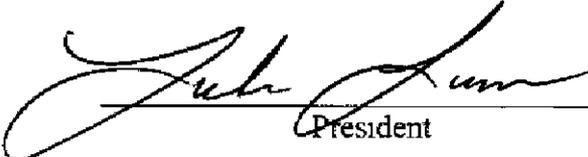
There came on this day for consideration the matter of authorizing the DEQ Officer Billy Doss to sign a ticket to purchase anything under \$100 without a purchase order

After motion by Shelton Deanes and second by R B Davis this Board doth vote unanimously to allow the DEQ Officer Billy Doss to make purchases less than \$100 without a purchase order being issued

SO ORDERED this the 10<sup>th</sup> day of May, 2012

  
\_\_\_\_\_  
President

After motion by Lynn Horton and second by Floyd Mckee this Board doth recess until Wednesday, May 16<sup>th</sup>, at 9 00 at the Clay County Courthouse

  
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President