BE IT REMEMBERED that the Board of Supervisors of Clay County, Mississippi, met at the Courthouse in West Point, MS, on the 5th day of December, 2013, at 9 00 a m, and present were Lynn Horton, Luke Lummus, R. B Davis, Shelton Deanes, President, and Floyd McKee Also present were Amy G Berry, Clerk of the Board, Michelle Easterling, sitting in for Board Attorney, and Eddie Scott, Deputy Sheriff, when and where the following proceedings were as determined to wit,

NO _____

IN THE MATTER OF ADOPTING AND AMENDING THE AGENDA FOR THE BOARD OF SUPERVISORS MEETING HELD ON DECEMBER 5, 2013

There came on this day for consideration the matter of adopting and amending the agenda tor the Board of Supervisors meeting held on December 5, 2013

It appears to this Board there are additional items which need to be added to the agenda for further consideration and discussion by this Board, as follows

• Request to cancel the sale of the surplus property for District 5 scheduled for 10 00 a m

After motion by Luke Lummus and second by Floyd McKee the Board doth vote unanimously for such agenda to be adopted and for the additional items listed above to be added to the agenda and for the agenda to be approved as amended

SO ORDERED this the 5th day of December, 2013

President

LEFT BLANK INTENTIONALLY

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NO _____

IN THE MATTER OF AUTHORIZING THE MS OFFICE OF STATE AID TO PAY THE MITIGATION EXPENSE FOR YOKOHAMA BLVD

There came on this day for consideration the matter of authorizing the MS Office of State Aid to pay the mitigation expense for Yokohama Blvd

After motion by Luke Lummus and second by Lynn Horton this Board doth vote unanimously to authorize the Office of State Aid to proceed forward in paying the Wildlife Mississippi Mitigation Bank in the amount of \$63,877 62 as evidenced by the invoice as attached hereto as Exhibit A for the mitigation expense incurred at Yokohama BLVD in order for the Corp of Engineers to issue the final 404 permit for the said project

SO ORDERED this the 5th day of December, 2013

President

Amy Berry

From	Robert Calvert <ricalvert@bellsouth net=""></ricalvert@bellsouth>	
Senc	Tuesday December 03 2013 3 21 PM	
То	Chuck Mobley	
Cc	Amy Berry Robert Marshall DUSTY HINTON	
Subject	Yokohama Boulevard Mitigation	

The Corp of Engineers is requiring the payment of mitigation prior to insurance of the final 404 Permit Clay County has nspent funds in the land purchase account that will not be used in the next month. To expedite the 404 Permit, Clay ounty request the use of these land purchase funds to immediately pay the mitigation invoice of \$63,877.60 to Wildlife Aississippi, the mitigation bank. The mitigation invoice will them been processed through State Aid and upon receipt of the mitigation invoice payment from MDA, the land purchase funds will be replenished. All funds used will be EDH funds. Please advise if this is acceptable.

Bob Calvert

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Amy Berry

From	Chuck
Sena	Wedne
То	Robert
Cc	Amy B
Subject	RE Yo

huck Mobley <CMOBLEY@mississippi org> Vednesday December 04, 2013 8 55 AM Robert Calvert Amy Berry Robert Marshall DUSTY HINTON RE Yokohama Boulevard Mitigation

Bob, MDA is agreeable to the process of paying the mitigation invoice of \$63,877 60 as stated below

Thanks,

Chuck Mobley Bureau Manager Mississippi Development Authority Post Office Box 849 Jackson, Mississippi 39205 Telephone 601 359 2335 Facsimile 601 359 3619 Email <u>cmobley@mississippi org</u> www.mississippi org

Overnight Address 501 North West Street Jackson Mississippi 39201

---Original Message---- From Robert Calvert [mailto ricalvert@bellsouth_net]
 Sent Tuesday, December 03, 2013 3 21 PM
 To Chuck Mobley
 Cc Amy Berry, 'Robert Marshall', DUSTY HINTON
 Subject Yokohama Boulevard Mitigation

The Corp of Engineers is requiring the payment of mitigation prior to insurance of the final 404 Permit Clay County has unspent funds in the land purchase account that will not be used in the next month. To expedite the 404 Permit, Clay County request the use of these land purchase funds to immediately pay the mitigation invoice of \$63,877.60 to Wildlife Mississippi, the mitigation bank. The mitigation invoice will them been processed through State Aid and upon receipt of the mitigation invoice payment from MDA, the land purchase funds will be replenished. All funds used will be EDH funds. Please advise if this is acceptable.

Bob Calvert

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Confidentiality Note The Mississippi Development Authority (MDA) is committed to ensuring complete confidentiality of information for our customers. To this end, the information contained in this e-mail and/or document(s) attached is for

the exclusive use by the individual named above and/or their organization and may contain confidential, privileged and non-disclosable information. If you are not the intended recipient, please refrain from reading, photocopying, distributing or otherwise using this e-mail or its contents in any way. If you have received this transmission in error, please not-fy me immediately {MDA-2012}

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P O Box 10 Stoneville, MS 38776 Phone (662)686-3375 Fax (662)686-4780 DATE December 3 2013 INVOICE # 2013-1203 FOR Mitigation Yokohama Blvd

Bill To Mr Shelton Deanes, President Clay County Board of Supervisors PO Box 815 West Point, MS

DESCRIPTION	SUBTOTAL
Buttahatchie River Mitigation Bank / MS Phase I - Credit Sales	
0 23 Wetland Credits @ \$25,000 00/ea	5,750 00
1,453 19 Stream Credits @ \$40 00/ea	58,127 60
Mitigation for Project # DECD-0013(51)B	
Yokohama Boulevard	
TOTAL	\$63,877 60

Invoices not payed within 30 days are subject to a 1 5% penalty for each 30 day period until payment is recieved

Make All Checks Payable To Wildife Mississippi PO Box 10 Stoneville, MS 38776

NO _____

IN THE MATTER OF APPROVING AND AUTHORIZING THE PRESIDENT TO EXECUTE THE LETTER AGREEMENT WITH ATMOS GAS

There came on this day for consideration the matter of approving and authorizing the President to execute the letter agreement with Atmos Gas

After motion by R B Davis and second by Luke Lummus this Board doth vote unanimously to approve and authorize the President to execute the letter agreement with Atmos Gas as attached hereto as Exhibit A to relocate a gas line for the construction of Yokohama BLVD project

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SO ORDERED this the 5th day of December 2013

H- Then

President



December 03, 2013 Mr Shelton Deanes Clay County Board of Supervisors

Re 4 Inch Plastic Gas Main Relocation due to Yokohama Boulevard

Dear Mr Deanes,

This is an Agreement between Atmos Energy Corporation (Atmos) and the Clay County Board of Supervisors This letter agreement confirms the need for reimbursement from the Clay County Board of Supervisors for the relocation for approximately 1,100 feet of Atmos Energy's 4 inch plastic main. ļ

Atmos agrees to relocate the existing plastic main identified as in conflict with the proposed road work at the intersection of Highway 45A and Yokohama Boulevard. Atmos will install the new main outside of the conflicted area and have the proposed route approved by Calvert – Sprading Engineers, Inc

Atmos estimates that this relocation will cost approximately \$30,000 00 Once the project is completed, Atmos will invoice the Clay County Board of Supervisors for the actual cost of the relocation Clay County Board of Supervisors will pay Atmos for the actual costs incurred to relocate the 4 mch plastic main which is currently in conflict with the proposed road work

If the terms and conditions of this Agreement are satisfactory to you, please indicate your acceptance by signing both copies of this letter in the space provided. Please return one copy to us and retain the second copy for your files

Sincerely,

man

Karen Cummins Operations Vice-President – North Region Atmos Energy Corporation 5249 Pepper Chase Dr, Southaven MS, 38671

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Page 1 of 2 Letter Agreement Clay County Board of Supervisors 4" PE Relocation

Accepted Clay County Board of Supervisors
BY Alta Thank
TITLE Prosident
DATE 12/5/13

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Page 2 of 2 Letter Agreement Clay County Board of Supervisors 4" PE Relocation

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NO _____

IN THE MATTER OF APPROVING AND AUTHORIZING THE PRESIDENT TO EXECUTE A RAILROAD CROSSING AGREEMENT WITH KANSAS SOUTHERN RAILWAY COMPANY FOR YOKOHAMA BLVD CONSTRUCTION

There came on this day for consideration the matter of approving and authorizing the President to execute a railroad crossing agreement with Kansas Southern Railway Company for Yokohama BLVD Construction

After motion by Luke Lummus and second by Lynn Horton this Board doth vote unanimously to approve the said agreement as attached hereto as Exhibit A with Kansas Southern Railway Company for the railroad crossings along Yokohama BLVD

SO ORDERED this the 5th day of December, 2013

President

CONSTRUCTION AND MAINTENANCE AGREEMENT YOKOHAMA BOULEVARD, RAILROAD GRADE SEPARATION PROJECT NUMBER, DECD-0013(51)B CLAY COUNTY, MISSISSIPPI

STATE OF MISSISSIPPI

COUNTY OF CLAY

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This CONTRACT is made and entered into, effective as of the date of latest execution below, by and between Clay County, Mississippi, a political subdivision of the State of Mississippi, acting by and through the duly-authorized Board of Supervisors of Clay County ("COUNTY"), Mississippi, whose mailing address is <u>P_O_Box 815</u>, West Point, MS 39773 and The Kansas City Southern Railway Company, (the "RAILROAD"), a Missouri corporation duly registered to do business in the State of Mississippi, whose street address is 427 West 12th Street, Kansas City, MO 64105 and whose mailing address is Post Office Box 219335, Kansas City, MO 64121-9335, (COUNTY and the RAILROAD being sometimes referred to herein together as the "Parties")

WITNESSETH

WHEREAS, the COUNTY has laid out and proposes to construct the lanes of a section of that certain public highway which has been designated as Yokohama Boulevard said section being known as State Aid Project Number DECD-0013(51)B, near West Point, Clay County, Mississippi (the "Project"), which as proposed, will pass over the tracks and across the right of way of the RAILROAD at points designated as Road Survey Station 98+28 340, railroad milepost H91 39 and Railroad Station 4815+35 on the Aberdeen Branch which points are the intersections of the proposed centerline of the Yokohama Boulevard survey with the centerline of the RAILROAD tracks, and

WHEREAS, no roadway crossing of the RAILROAD of any sort exists at the said location at the date of execution of this CONTRACT nor does this Project eliminate any existing grade crossings, and

WHEREAS, in the interest of public safety and convenience, the Parties hereto deem it advisable and desire to separate highway and railway grades by means of a bridge and approaches to carry highway traffic over and above the railroad track at said location

A The COUNTY has requested that the RAILROAD proceed with certain necessary engineering services in connection with engineering review and construction monitoring for the

Yokohama Blvd Overpass Railroad MP H91 39 Aberdeen Branch,

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Project to facilitate the Parties' considerations of the Project, and such services shall be undertaken by the Parties hereto upon and in accordance with the following terms, conditions and provisions

- 1 Upon execution by all Parties, this CONTRACT will be in effect and continue thereafter for so long as the RAILROAD premises shall be used for the purposes set forth herein, provided, however, if the COUNTY shall abandon the use of the RAILROAD premises, or any part thereof, for such purposes, any rights granted pursuant to the easement hereinafter discussed shall expire and terminate at the time each such portion shall be so abandoned, whereupon the RAILROAD shall have the same complete title to the RAILROAD premises so abandoned as though these presents had never been executed and the right to enter thereon and exclude therefrom the COUNTY, its successors, and assigns
- 2 Nothing in this CONTRACT or in the easement to be agreed upon pursuant to the terms of this CONTRACT shall prevent the RAILROAD from operating its trains or multiplying or changing its track across the land over which the Project will be constructed and maintained
- 3 Nothing in this CONTRACT or in the easement to be agreed upon pursuant to the terms of this CONTRACT shall impair to the rights of utility companies to maintain and operate facilities existing on the effective date hereof on, over or along RAILROAD's right-of-way, and the COUNTY will make its own arrangements with the utility companies for any necessary relocation or alteration of said facilities
- 4 The COUNTY shall construct or cause to be constructed, at the COUNTY s sole cost, in accordance with the RAILROAD approved plans and specifications, the overhead bridge, the approach fills, the highway surfacing and all other highway facilities of the Project The proposed construction shall be performed in accordance with the specifications set forth or referred to on the plans for the above-referenced Project, which plans once having been approved by RAILROAD's Chief Engineer or his designee, are attached hereto as **Exhibit A** Said plans shall conform to RAILROAD's specifications for grade separation structures over RAILROAD track
- 5 Reimbursement The COUNTY shall reimburse the RAILROAD for all engineering review of plans and submissions, for performing construction monitoring of certain aspects of the Project impacting the RAILROAD and to protect the interests of the RAILROAD, and accounting expenses incurred in the handling of the project by RAILROAD in accordance with the provisions of FHWA Federal-Aid Policy Guide CFR Part 140(I) and 23 CFR Part 646(B) The estimated cost of work to be performed by the

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RAILROAD for plan review, construction monitoring and accounting for the County on this project is \$73,000 00, as shown on **Exhibit B** attached hereto

6 Flagging Except as authorized in writing by Railroad, the COUNTY or its Contractor shall not work within the "Minimum Clearance Zone" of any track The "Minimum Clearance Zone" is defined as an area measured 25 feet, horizontally, on either side of the centerline of track with unlimited vertical distance within the horizontal limits Additionally, Contractor will locate all equipment, devices, and materials at a sufficient distance from any track to ensure that no apparatus or part of any equipment, device, or material, such as the boom of a crane or a dragline, could under any circumstances encroach on the "Minimum Clearance Zone" of any track A railroad flagger will also be required when any equipment or its attachment or booms, even though stationed outside the above-mentioned 25 feet of the nearest rail but within the railroad ROW, has the potential to come within the 25 feet of the nearest rail

The COUNTY and/or the COUNTY's Contractor shall provide railroad flagger on this project or when the COUNTY does maintenance on this bridge anytime in future in order to provide for the safety of rail traffic Railroad flaggers provided on this project shall be only those who are approved by the Railroad The COUNTY shall, or shall require its Contractor to, contract directly with any of the Railroad-qualified flagging contractors and pay them directly The Contractor shall provide at least one month's notice prior to the first use of flaggers Current Railroad-qualified flagging contractors are

Railroad Protective Services	Rail Pros, Inc	
2001 Ryan Road	25 Mauchly Drive, Suite 329	
Saint Augustine, FL 32092	Irvine, CA 92618	
	Donna Beasley	
Contact	318-938-2815, Ext 3 (Office)	
David Schaffer	714-900-9270 (Cell)	
904-588-3433	Donna Beasley@railpros com	
drsshaffer@aol com		
	General e-mail	
	flagging@railpros com	
	Alternate Contact	
	Johnny Johnson	
	949-278-8637 (Cell)	
	johnny johnson@railpros com	
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7 For all items of work and expense authorized by this CONTRACT, the RAILROAD shall invoice the COUNTY in care of

Robert L Calvert P E /P L S Calvert-Spradling Engineers, Inc P O Drawer 1078 301 Hwy 45A North West Point, MS 39773

8 For all things related to this Project, the RAILROAD's contact is

Srikanth Honnur, P E Track and Bridge Construction Director The Kansas City Southern Railway Company 427 West 12th Street Kansas City, MO 64105 Ph 816-983-1138 Email SHonnur@KCSouthern com

- 9 The authorized representative of the RAILROAD (hereinafter referred to as the "RAILROAD ENGINEER") shall have final authority in all matters affecting the safe maintenance of RAILROAD traffic, including the adequacy of the foundation and structure supporting the railroad tracks The COUNTY shall, by its contract with its Contractor, require that during construction, the Contractor shall make provisions satisfactory to the RAILROAD ENGINEER against disturbing, in any manner, the railroad embankment or track(s)
- 10 The COUNTY shall, by its contract with its Contractor, require that during construction, the Contractor shall so arrange and conduct the work in such a manner that there will be no interference with RAILROAD operations, including train, signal, telephone and telegraphic services, or damage to the property of the RAILROAD or to poles, cables or wires (whether overhead or underground) and other facilities or tenants on the rights-of-way of the RAILROAD The COUNTY shall, by its contract with its Contractor, further require that during construction, before undertaking any work within RAILROAD right-of-way and before placing any obstruction over any track, the Contractor shall
 - (a) Notify the RAILROAD's representative at least 72 hours in advance of the work
 - (b) Provide proof to the RAILROAD's representative that arrangements have been made for any required flagging service
 - (c) Receive permission from the RAILROAD ENGINEER to proceed with the work

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- (d) Ascertain that the COUNTY's Engineer has received copies of notice to the RAILROAD and the RAILROAD's response
- 11 The COUNTY shall, by its contract with its Contractor, require that whenever work on the project is likely to affect the operations or safety of trains, the doing of such work shall first be submitted to the RAILROAD ENGINEER for approval The approval shall not relieve the COUNTY's Contractor from liability Any work to be done by the COUNTY's Contractor which requires protective service (flagging or inspection) be deferred by the COUNTY's Contractor until the protective service is available at the site
- 12 The COUNTY shall, by its contract with its Contractor, require that during construction of the project, when work within RAILROAD right-of-way is of such a nature that interference to RAILROAD operations is unavoidable, the Contractor shall schedule such work only after consultation with an agreement in writing by the RAILROAD ENGINEER, and shall conduct the work so that such interference is held to a minimum
- 13 Should conditions arise from the work that require immediate and unusual provisions be made to protect operations and property of the RAILROAD, the COUNTY's Contractor shall provide such provisions When these provisions are insufficient in the judgment of the RAILROAD ENGINEER (or the COUNTY's Engineer in the absence of the RAILROAD ENGINEER), the COUNTY's Contractor shall be required by the COUNTY to provide such provisions as deemed necessary Any such unusual provisions shall be without cost to the RAILROAD
- 14 Maintenance Upon completion of the Project according to the RAILROAD-approved plans, the COUNTY shall, at its own cost and expense, maintain or by agreement with others, provide for the maintenance of the bridge structures, approach grades and all other highway facilities, except that in the event of damage to the structures caused by, or resulting from the sole negligence of the RAILROAD, the COUNTY shall make, or have made, the repairs necessary to restore the structures substantially to their immediatelyprior condition, and the RAILROAD shall promptly, upon receipt of bills tendered by the COUNTY, reimburse the COUNTY for the actual cost of such repairs

B Insurance The COUNTY agrees that in every contract it lets for the overpass structure to carry said highway over the tracks of the RAILROAD, the contractor will be required to carry insurance in accordance with Subsection S-107 08 of the Standard Specifications for State Aid Road and Bridge Construction (2004) and will be required to comply with Section 107 of said Specifications at all times

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C Temporary Crossing Except as authorized in writing by the RAILROAD ENGINEER, neither the COUNTY nor its contractor(s) or subcontractor(s) will construct any temporary crossing of RAILROAD's track in connection with this project at any location. The COUNTY will design Project in a manner that will not require the use of any temporary construction crossing. COUNTY's Contractor may apply for a temporary crossing by paying any and all application processing fees, which the RAILROAD may approve. The COUNTY shall have no responsibility for any temporary crossing agreement made between its Contractor and the RAILROAD. The COUNTY's Contractor shall be solely responsible for the payment of any costs relating to a temporary construction crossing. If the Contractor must cross RAILROAD's tracks with cleated or crawler type equipment, the track shall be protected with a temporary surfacing as approved by the RAILROAD ENGINEER.

D Temporary Structural Clearance The COUNTY's Contractor shall provide a minimum clearance of twenty-two feet (22') above the top surface of the highest rail of the track, and a minimum lateral clearance of fourteen feet (14') from centerline of track to the nearest temporary construction falsework or other obstruction

E The COUNTY shall, by its contract with its Contractor, require the following

- 1 That the safe operation of the RAILROAD shall take precedence over all work and be done by the Contractor that will endanger the RAILROAD's operations
- 2 That the COUNTY's Contractor defend, indemnify and hold harmless RAILROAD, its directors, officers, employees, agents, successors and assigns from and against any death of or injury to persons whomsoever, and from any loss or damage to the RAILROAD's right of way, tracks and other facilities, herein called "RAILROAD's property," and from RAILROAD's liability or loss incurred for damage to any other property in RAILROAD's custody or control in or upon RAILROAD's property, caused by acts or omissions of the Contractor in performing work on this Project, whether on, over, under or in the vicinity RAILROAD's property
- 3 Prior to beginning any work on the Project, COUNTY's Contractor shall obtain a Right of Entry Permit from the RAILROAD by paying all necessary fees A Right of Entry Permit can be obtained by contacting

Sylvia Schmidt Project Manager Jones Lang Lasalle 4300 Amon Carter Blvd Suite 100

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Yokohama Blvd Overpass Railroad MP H91 39 Aberdeen Branch

Fort Worth, TX 76155 Ph 817-230-2688 Email Sylvia Schmidt@am jll.com

- 4 That, in the event the Contractor shall fail to restore the RAILROAD's property to a condition acceptable to the RAILROAD when any loss or damage to the property is called to the Contractor's attention by the RAILROAD, then the RAILROAD perform such corrective work at the cost of the Contractor (The term "loss or damage" used herein shall include, but not be limited to, the erosion and silting of, water damage, the accidental or intentional placing or dropping of objects on the RAILROAD's right-of-way)
- 5 That the Contractor shall supply adequate equipment, labor and materials to perform the proposed work at the job site The Contractor shall take special precaution and care to prevent any debris or material from falling on the RAILROAD's right of way The Contractor shall protect the RAILROAD property from any damage resulting from the Contractor's acts or omissions during the Project
- 6 That the Contractor shall take special precautions and care in connection with shoring Excavations for construction of footings, piers, columns, walls or otherwise require shoring which must comply with requirements of OSHA, AREMA and Section IV, Construction of Shoring Adjacent to and on Railroad right-of-way contained within Guidelines for the Design and Construction of RAILROAD Overpasses
- 7 That, before performing any excavation, demolition, blasting, lifting of structural members or construction of falsework on or over RAILROAD's right-of-way or adjacent to the right-of-way that may interfere with the safe operation of the trains, the Contractor shall submit its excavation, shoring, demolition, blasting, lifting of structural members and falsework plans and relevant procedures to the Engineer for review, and to the RAILROAD ENGINEER for approval Such plans and procedures shall be signed and sealed by a Professional engineer licensed in the State of Mississippi However, such approval shall not relieve Contractor from any liability relating to this project During the course of the project, the Contractor shall submit any proposed changes to these approved plans or procedures to RAILROAD ENGINEER for review and approval
- 8 That any clearing and grubbing to increase the sight distance for a safer construction operation, or erection of temporary structures within the RAILROAD property shall not commence prior to the approval of the RAILROAD The RAILROAD ENGINEER shall make a response within 30 days Should the RAILROAD ENGINEER deny the plans

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Yokohama Blvd Overpass Railroad MP H91 39 Aberdeen Branch

and require a revision, the RAILROAD ENGINEER shall provide approval or denial and requirements for approval within 30 days after receipt of the revised plans

- 9 That the Contractor shall comply with the RAILROAD's rules and regulations concerning protection of persons and property and the Contractor shall consult with the RAILROAD ENGINEER concerning the RAILROAD's rules and regulations Any questions arising coordination of work between the Contractor and the RAILROAD ENGINEER or between Contractor and others shall be taken up with the Engineer and the Contractor, the RAILROAD ENGINEER and the Engineer having agreed upon a method of coordination before commencing the work
- 10 That the Contractor shall maintain all RAILROAD ditches and drainage structures, free other obstructions which may result from Contractor's operations, to promptly repair areas within RAILROAD's right-of-way and to repair any other damage to the property of RAILROAD or its tenants which may result from Contractor's operations. All such repair of damages due to the Contractor's operations shall be done at the Contractor's expense. If the Contractor's method of erosion control differs from the approved plans, Contractor shall submit a proposed method of erosion control and have the method approved by the RAILROAD and COUNTY prior to beginning any grading work on the Project. Erosion control methods must comply with all applicable local, state and federal laws.
- 11 That the Contractor shall, reasonably throughout each work day and at the end of each day when performing work near the RAILROAD's tracks, inspect the track area and clean any debris that may have been dropped on or within ten (10) feet of RAILROAD's tracks, that upon completion of the project, the Contractor shall return the RAILROAD right-of-way and all other RAILROAD property to a condition equal to or better than existed prior to commencement of the work Specifically, that the Contractor shall remove all waste, materials, false work and other temporary structures, and equipment, leaving work cleaned to the reasonable satisfaction of RAILROAD, and shall repair to the satisfaction of RAILROAD ENGINEER, and at the Contractor's sole cost and expense, all damages to the RAILROAD's property caused during construction of the Project
- 12 Should the COUNTY fail to require of the Contractor any of the actions or responsibilities stated in this Section E, the COUNTY itself shall perform those actions and responsibilities

F Site Inspection by RAILROAD's Designated Representative In addition to the office construction submittals, site inspections may be performed by RAILROAD ENGINEER or his

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Yokohama Blvd Overpass Raılroad MP H91 39 Aberdeen Branch

designated representative at milestone events during construction, including but not limited to following

- 1 Preconstruction Meetings
- 2 Excavations, shoring placement/removal, pile driving, drilling of caissons or drill shafts adjacent to tracks
- 3 Reinforcement and concrete placement for near track piers
- 4 Erection of precast concrete or steel overpass bridge superstructure
- 5 Reinforcement and concrete placement of overpass bridge decks
- 6 Completion of the bridge structure

The RAILROAD's designated representative can either be an employee of the RAILROAD or an outside consultant Site inspection is not limited to the milestone events listed above Site check progress of the work may be performed at any time throughout the construction as necessary by the RAILROAD

G In addition to the project schedule required by the COUNTY, the Contractor shall provide RAILROAD ENGINEER a detailed construction schedule for its work on RAILROAD's rightof-way including the proposed temporary horizontal and vertical clearances and construction work to be performed on RAILROAD right-of-way The COUNTY shall require its Contractor to submit a copy of this detailed construction schedule to RAILROAD ENGINEER's designated representative for review prior to the start of the work This schedule shall also include the dates when the milestone events listed above will occur The COUNTY shall require that Contractor shall update the schedule for these milestone events as necessary, but at least monthly, and shall provide a copy of all updates to the RAILROAD so that site visits may be scheduled COUNTY shall reimburse the RAILROAD all costs associated with Site Inspection work by RAILROAD

H The COUNTY shall require that all Contractor employees and supervisors who will routinely perform work within the RAILROAD right-of-way during the project, except any employed or assigned by a RAILROAD-qualified flagging contractor, shall be trained with the RAILROAD's On Track Safety Rules The COUNTY shall require that its Contractor provide the accommodations for this classroom training at its own expense, and shall pay any applicable fees for this training by a RAILROAD certified training consultant. The consultant can be contacted at

TrackSense Inc 308 Durst Dr Warren, OH 44483 Phone (330) 847-8661, Cell (330) 219-4721, Attention Larry Slater Email Islater@neo rr com

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Yokohama Blvd Overpass Railroad MP H91 39 Aberdeen Branch

I All RAILROAD tracks within and adjacent to the project site are active, and rail traffic on these facilities shall be maintained throughout the project Activities may include both through and switching moves to local customers RAILROAD traffic and operations will occur throughout the day and night on the tracks The COUNTY shall require its Contractor to coordinate and schedule the work so that construction activities do not interfere with RAILROAD's operations The COUNTY shall require by its contract with its Contractor that any and all costs associated with delays caused to the train traffic by the Contractor will be reimbursed by the Contractor The COUNTY or the Contractor may audit these costs

J The COUNTY shall notify RAILROAD of the completion of work on RAILROAD right-ofway within 30 days after the completion of that work RAILROAD shall inspect RAILROAD's right-of-way within 30 days after the COUNTY has given this notice, to verify the Contractor's compliance with RAILROAD's requirements RAILROAD shall notify the COUNTY's Engineer of any issues to be addressed on RAILROAD right-of-way COUNTY's Engineer will notify the Contractor of work to be completed and shall require Contractor's completion of such work

K As used in this CONTRACT, the term "Contractor" means the COUNTY's contractor for the project, and includes any and all subcontractors of the COUNTY's Contractor

L If adjustment of RAILROAD facilities is necessary for the construction of the Project or for maintenance, the COUNTY shall provide the RAILROAD the scope of the proposed work on the overpass structure to determine the scope of RAILROAD work for the adjustment of its facilities The RAILROAD scope of work along with a detailed estimate shall be submitted to the COUNTY for review and approval Only after such approval is obtained shall the RAILROAD order the materials and commence the work After the completion of the RAILROAD work, the RAILROAD shall submit all invoices to the COUNTY The COUNTY shall reimburse the RAILROAD within 30 days of receiving of the RAILROAD's invoices

M Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented

N Prior to commencement of any Project work on RAILROAD's property, COUNTY and RAILROAD shall agree on and execute a mutually-acceptable form of easement providing the COUNTY the right to construct and maintain the grade-separated roadway over RAILROAD'S property COUNTY shall be responsible to provide a surveyed property description to the RAILROAD for use in preparing the easement for execution 39?

Yokohama Blvd Overpass Railroad MP H91 39 Aberdeen Branch

Witness this my signature in execution hereof, this the	day of December 2013

CLAY COUNTY BOARD OF SUPERVISORS tter

Shelton Deanes, President

THE KANSAS SOUTHERN RAILWAY COMPANY BY fth 7h NAME Jeff faula TITLE $\sqrt{\rho}$ DATE |z||z||3

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Yokohama Blvd Overpass Railroad MP H91 39 Aberdeen Branch

EXHIBIT A

PLANS

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Yokohama Blvd Overpass Railroad MP H91 39 Aberdeen Branch



October 31, 2013

T

Mr Sri Honnur Kansas City Southern Railway Co 427 West 12th Street Kansas City, Missouri 64105

Transmitted electronically via email to shonnur@kcsouthern com

Project Yokohama Bivd Overpass Bridge "D" - KCS MP 91 5 Aberdeen Subdivision MDOT Project No DECE-0013(51)B FJA Project #13-046 00

Re Final Plan Review

Dear Mr Honnur

Per your request Foster Jones and Associates (FJA) has completed the review of the 100% Plan Set Submittal for the above-referenced project We obtained the plans via hand delivery from Neel Schaffer on October 8, 2013 This set included a total of 33 plan sheets These 33 plan sheets consisted of the following

- 1 Title/Cover Sheet
- 1 Typical Section Sheet
- 3 Drainage Plan Sheets
- 2 Railroad Cross Section Sheets
- 7 Roadway Cross Section Sheets
- 19 Bridge Plan Sheets C1 C19

We reviewed these Final Plans for compliance with the May 2008 Edition of the KCS *Guidelines for the Design and Construction of Railroad Overpasses and Underpasses* (Guidelines) The previous comments from the preliminary plan review had been addressed other than the KCS ROW labeled on sheet D3 Our resulting comments are included on the attached plan sheet. Due to the file size we have only attached the plan sheet on which we commented All other plan sheets are approved. It is our opinion that the noted corrections can be incorporated in the Construction Plan Submittal and a re-submittal of the Final Plans is not warranted.

Mr Sri Honnur 10/31/2013 Page 2

Feel free to contact me if you have any questions or comments regarding this preliminary review

Best regards,

FOSTER, JONES AND ASSOCIATES, INC David Towner David Torrence, P E

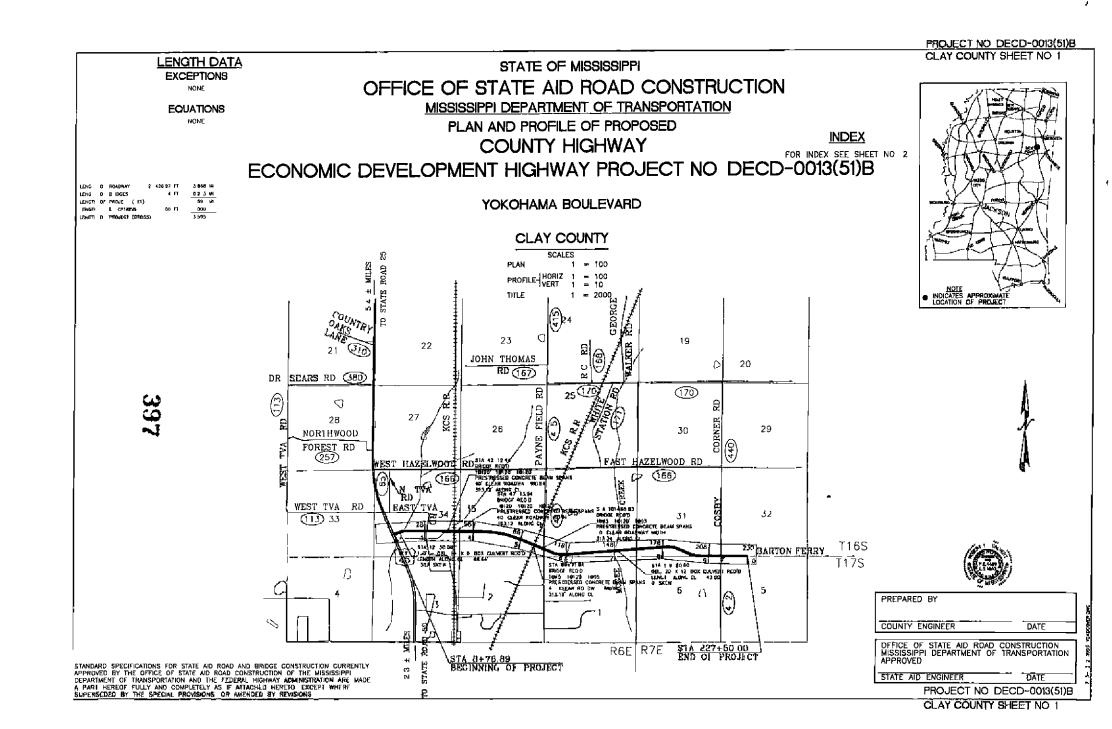
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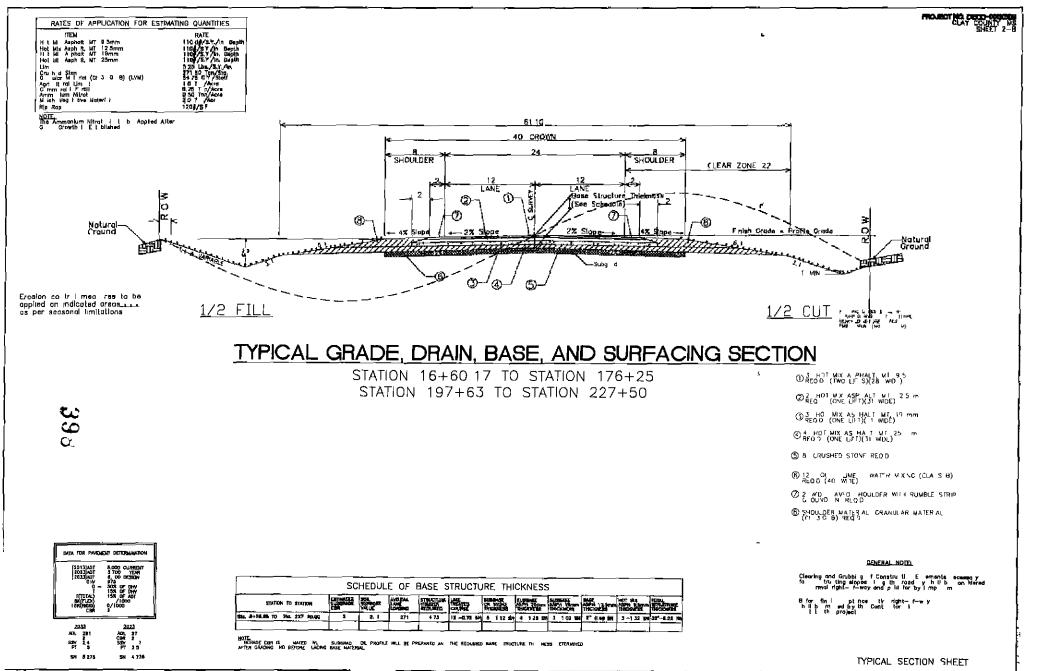
CC (via email) Cindy Rich, Neel-Schaffer (cindy rich@neel-schaffer com)

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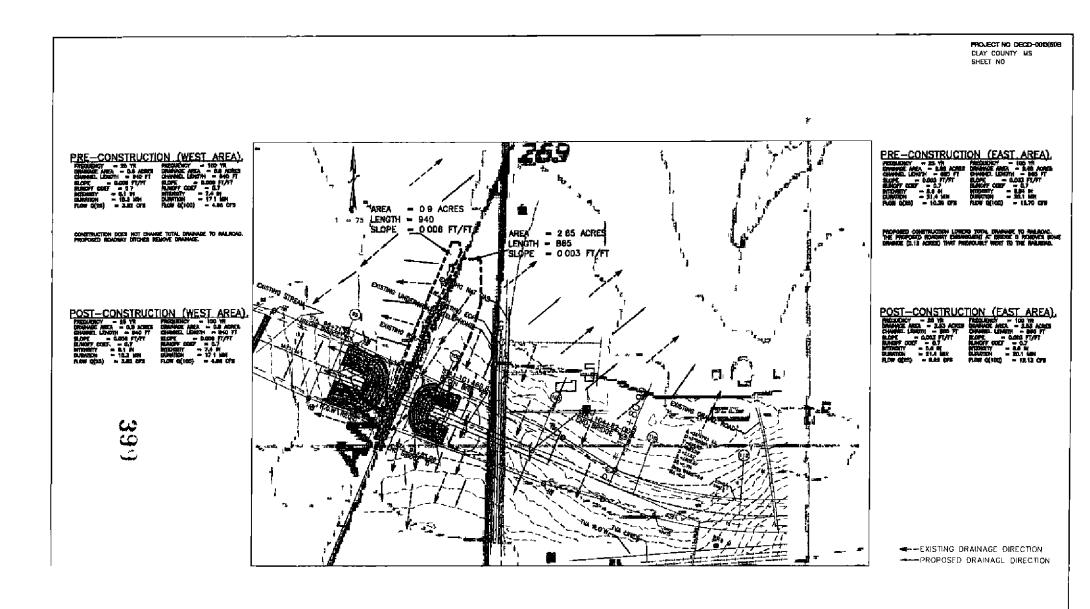
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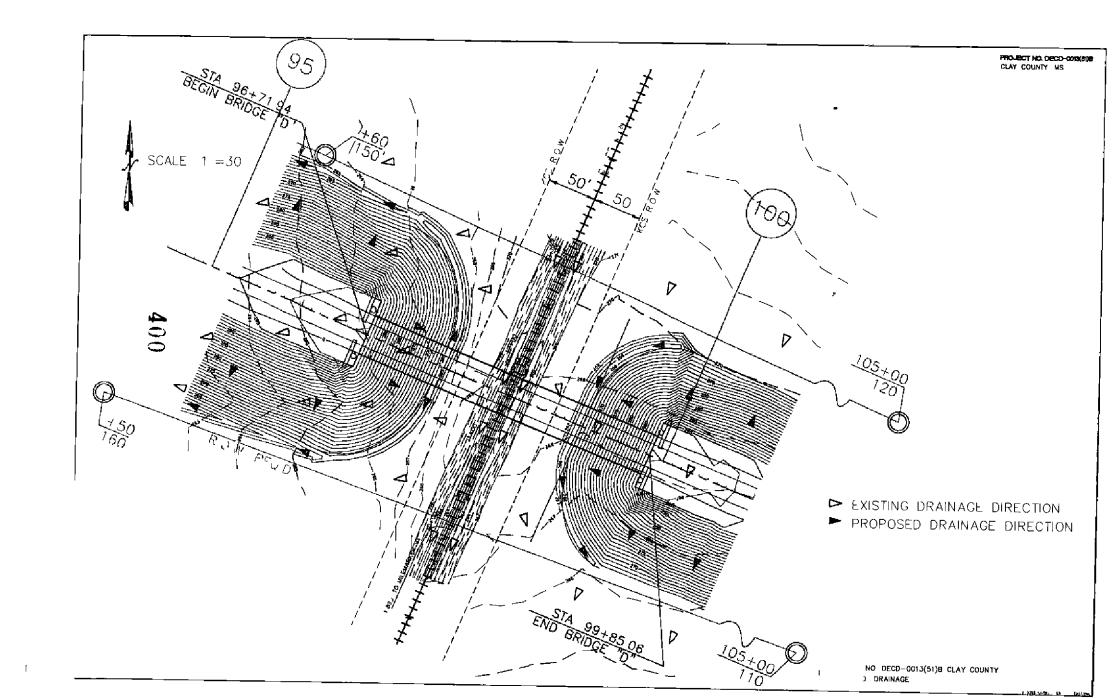


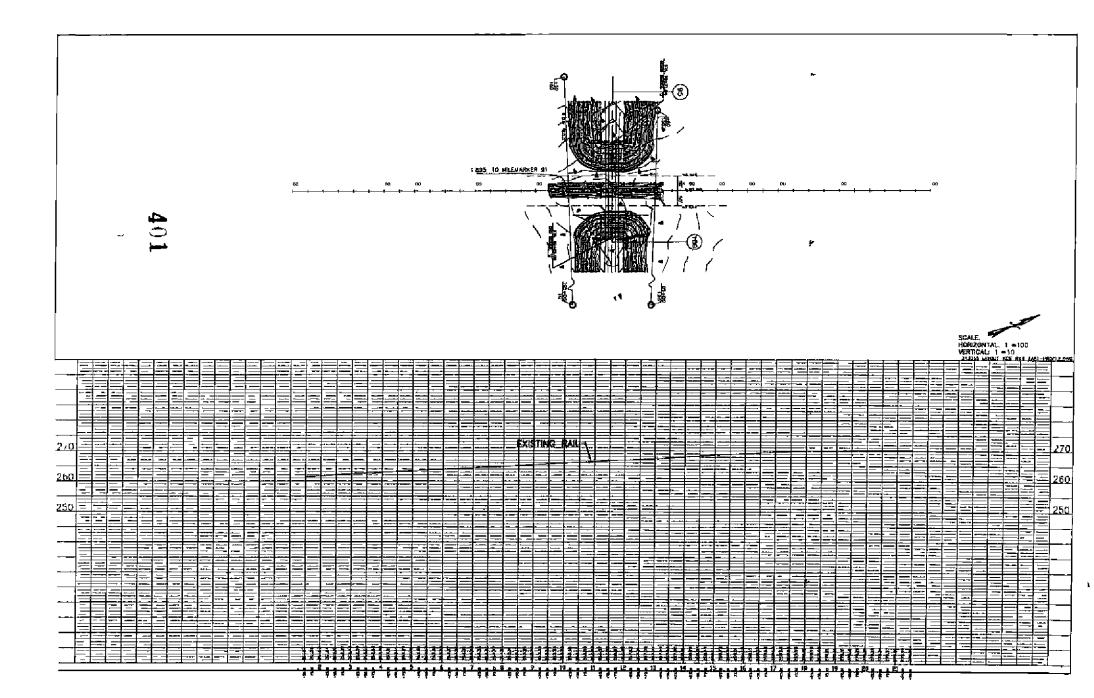


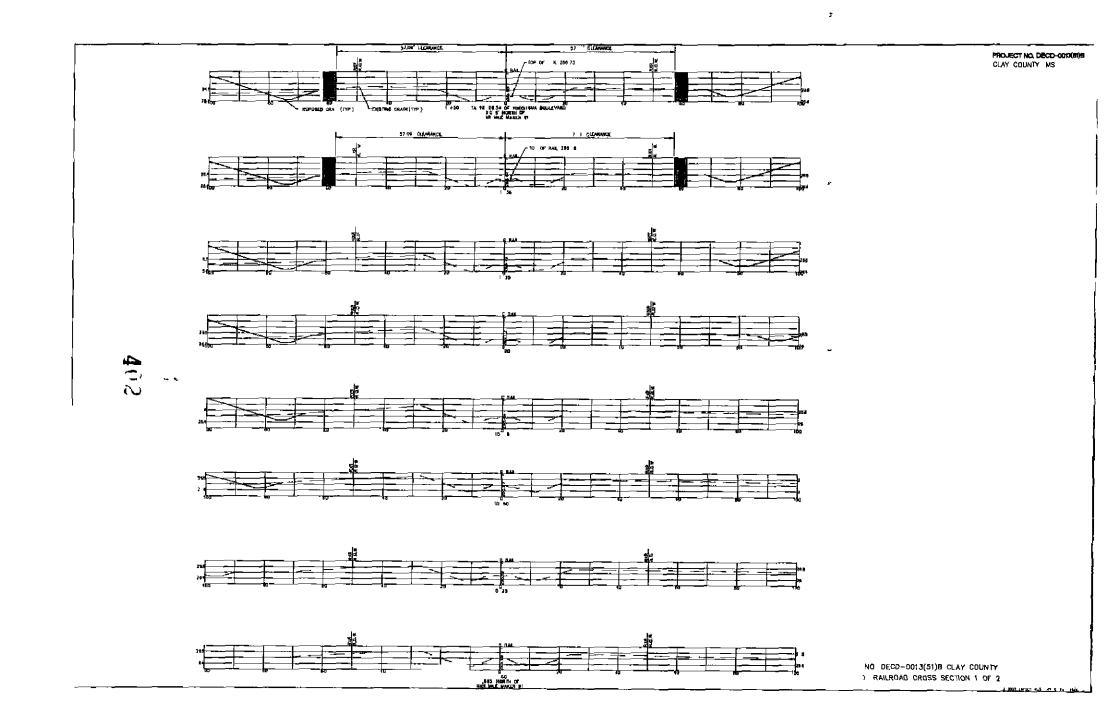
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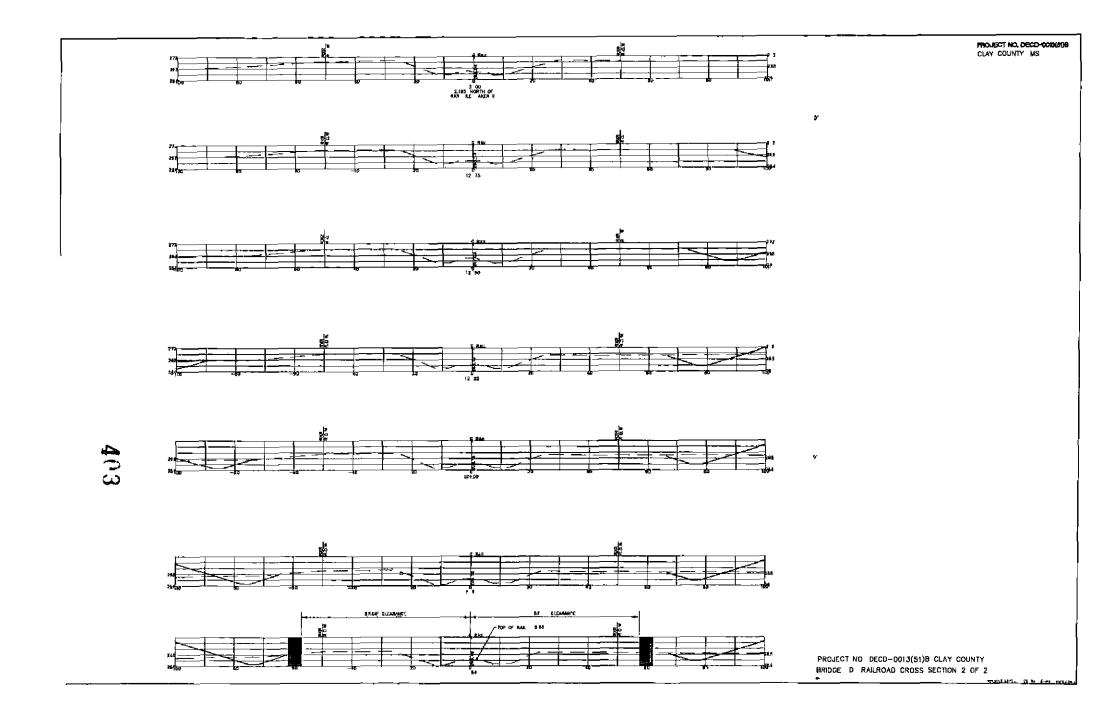


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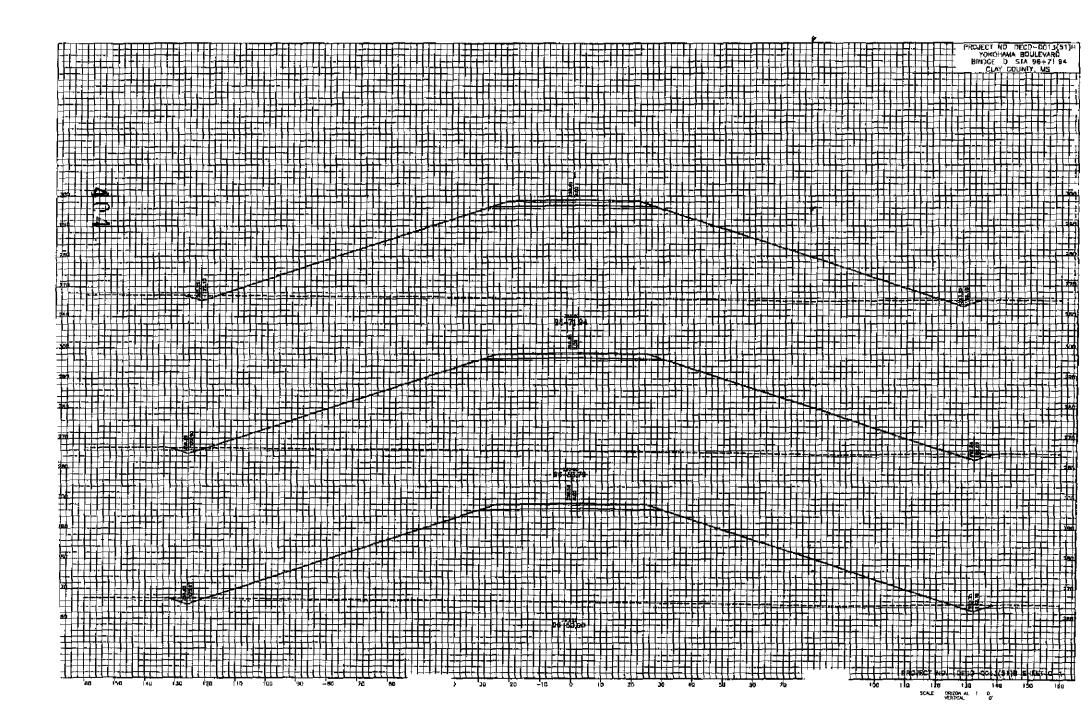


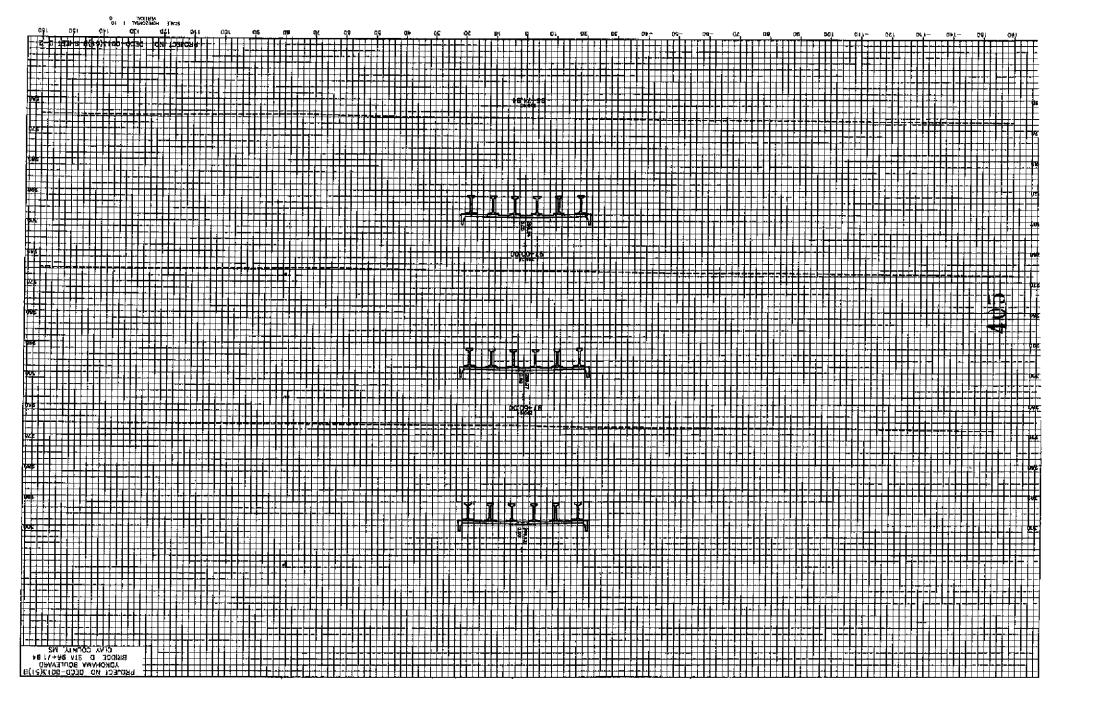


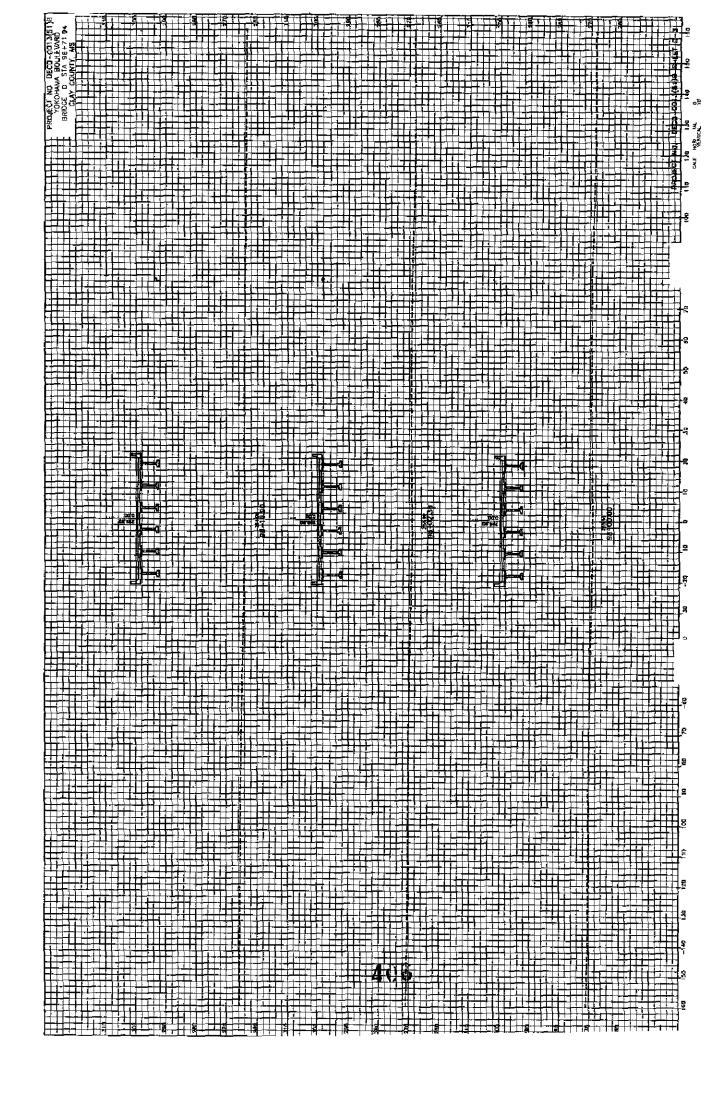


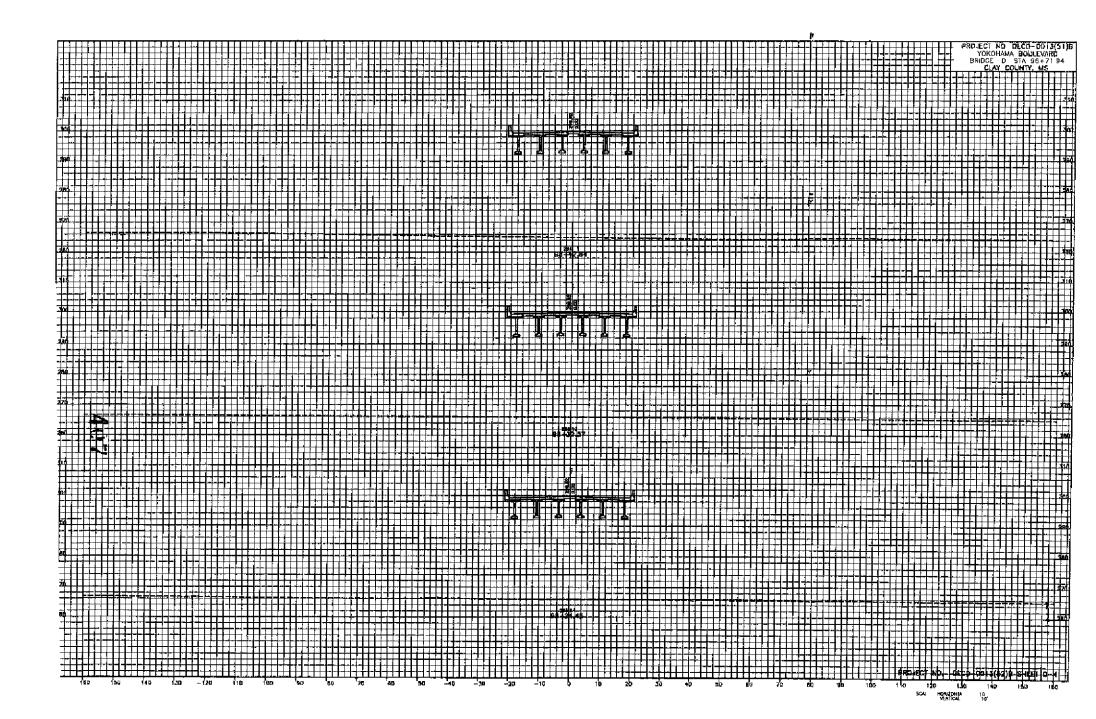


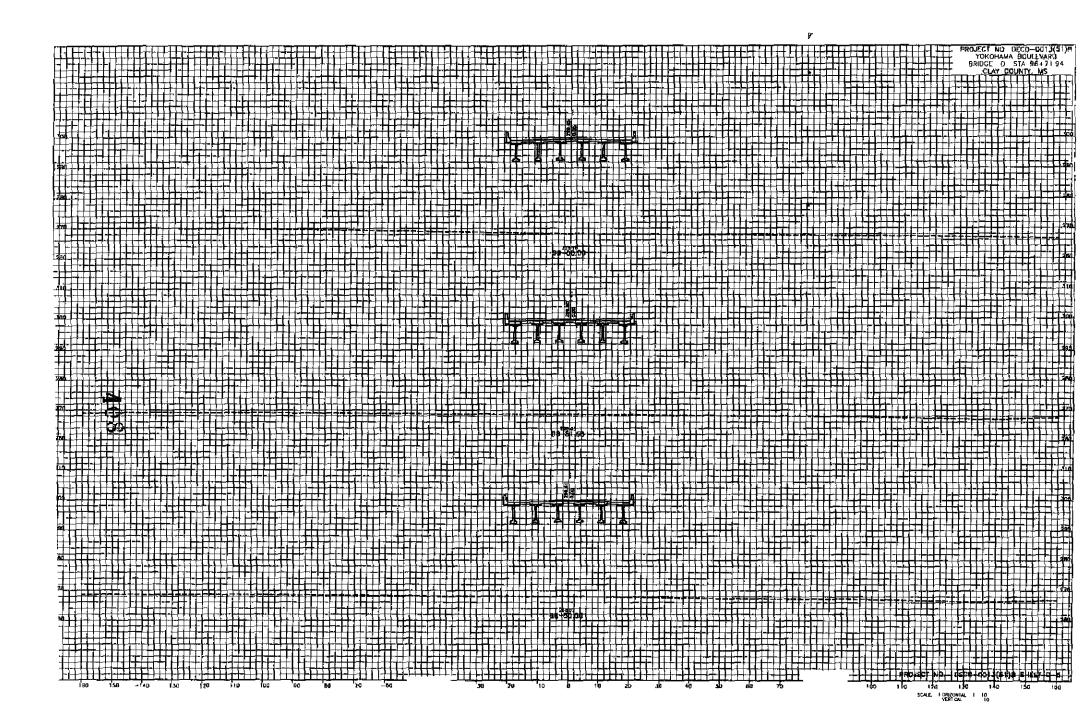
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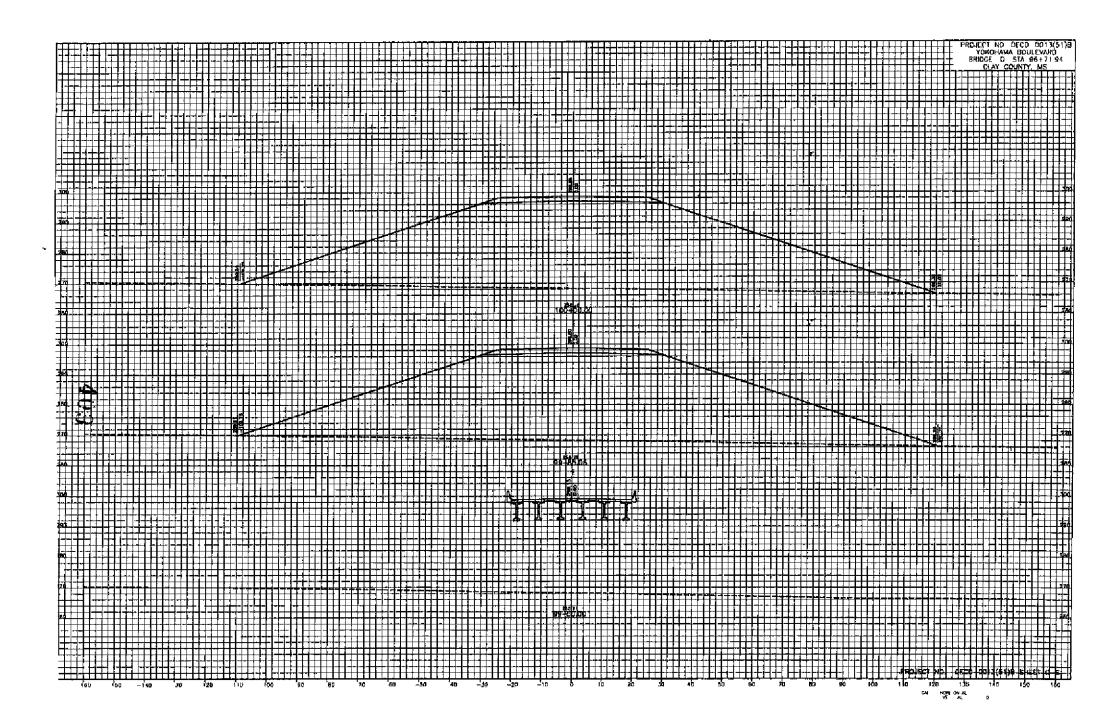




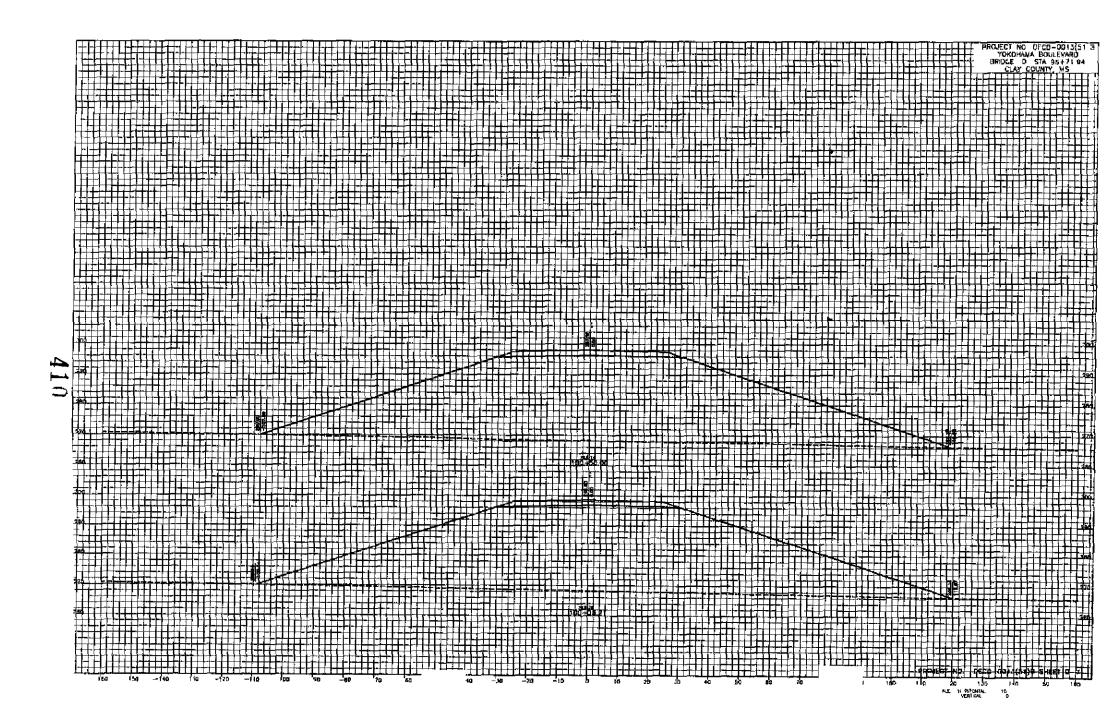


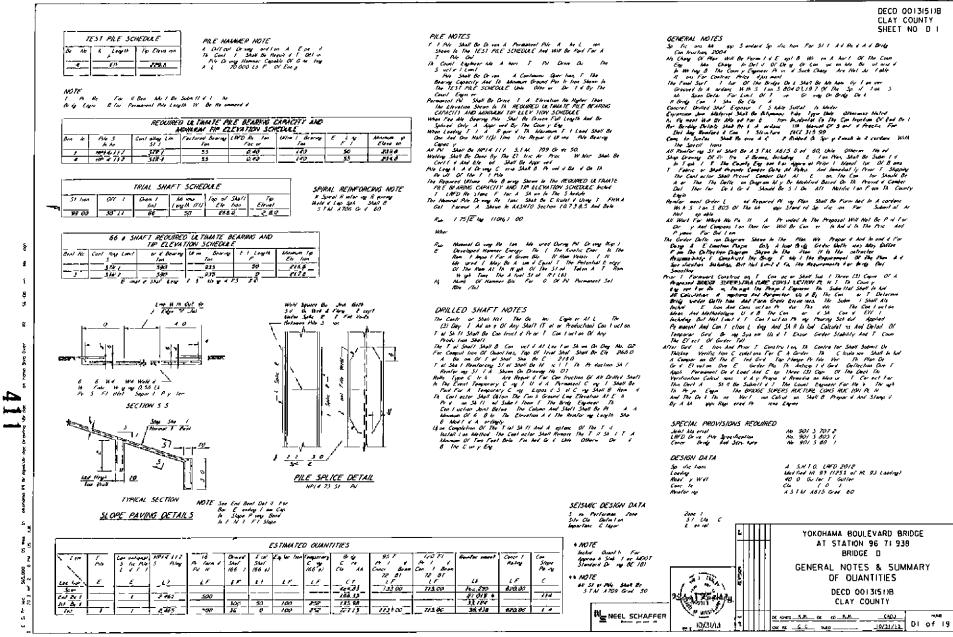






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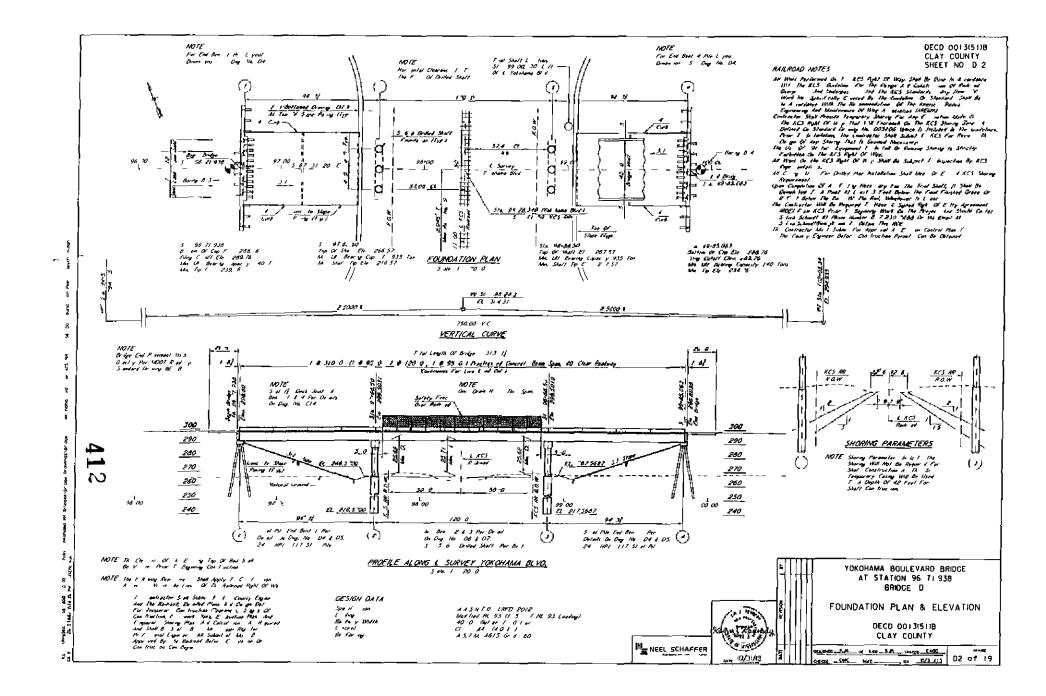
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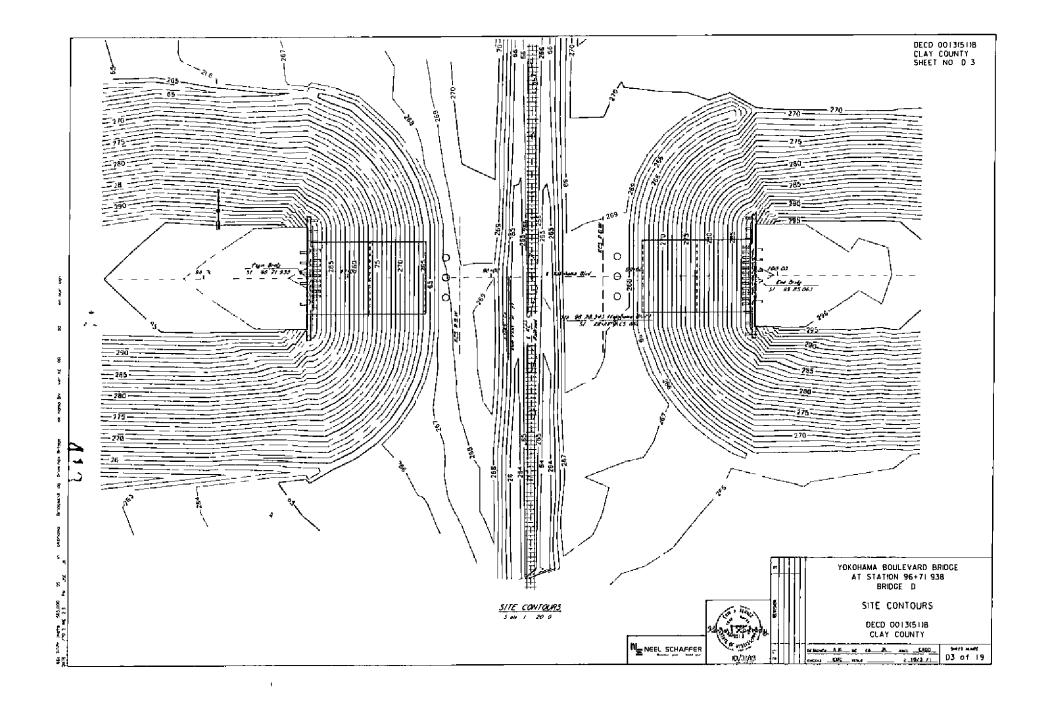
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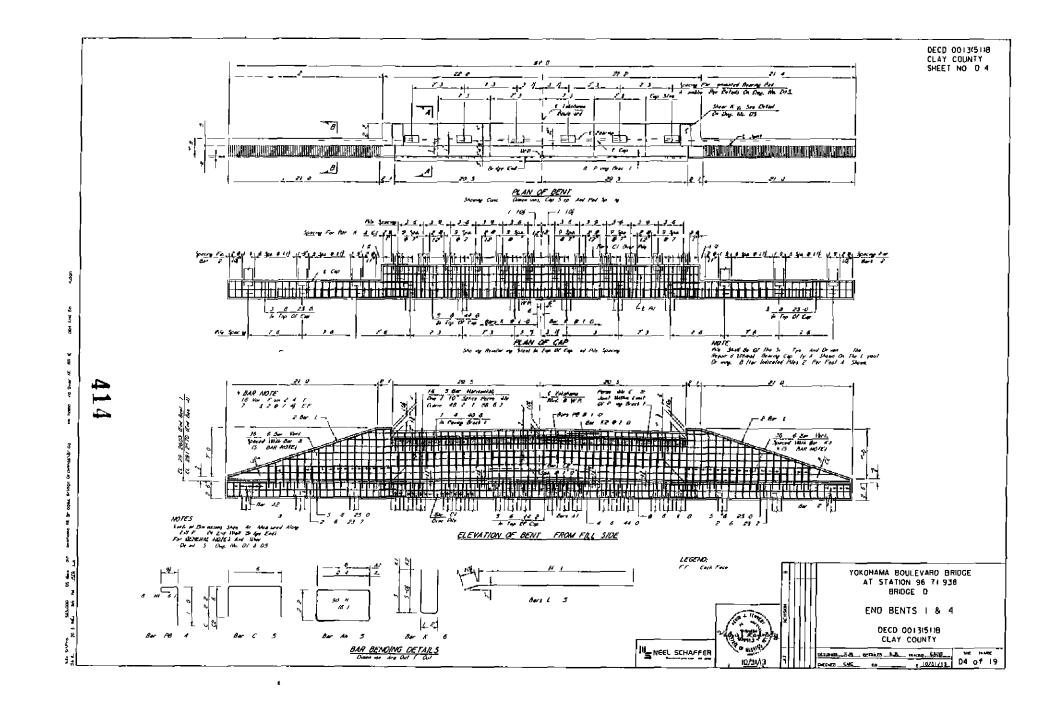
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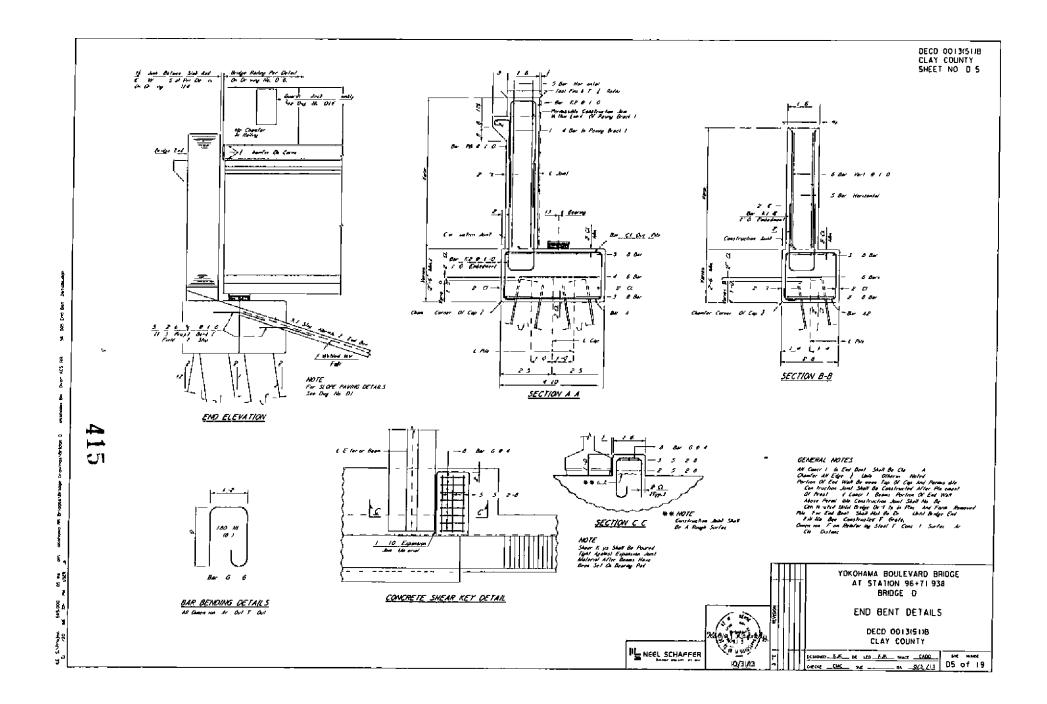
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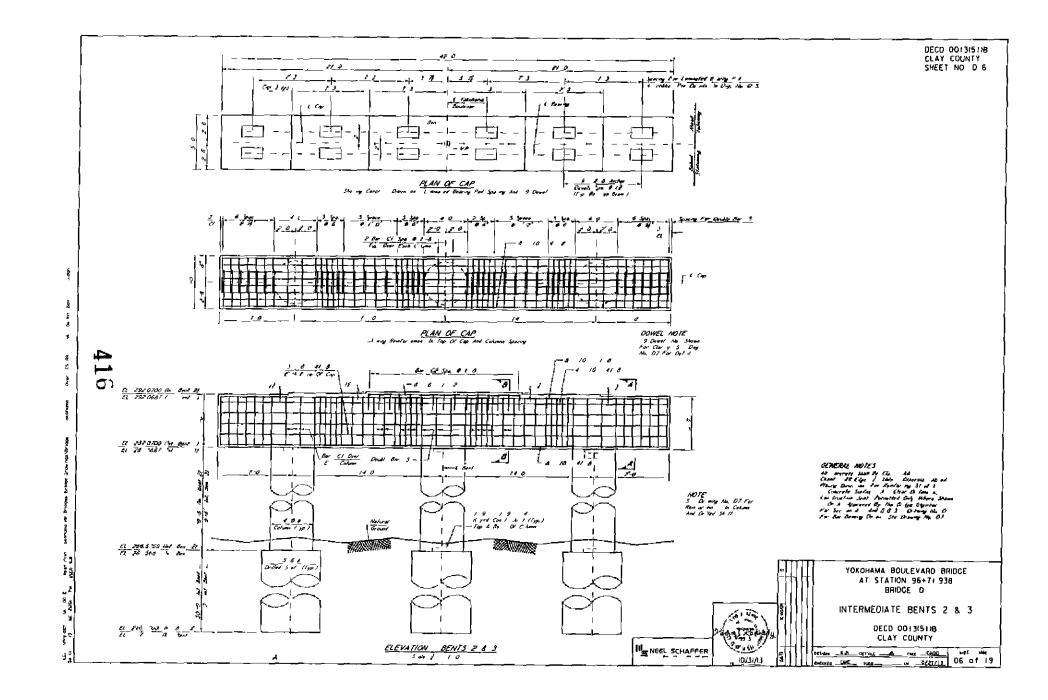
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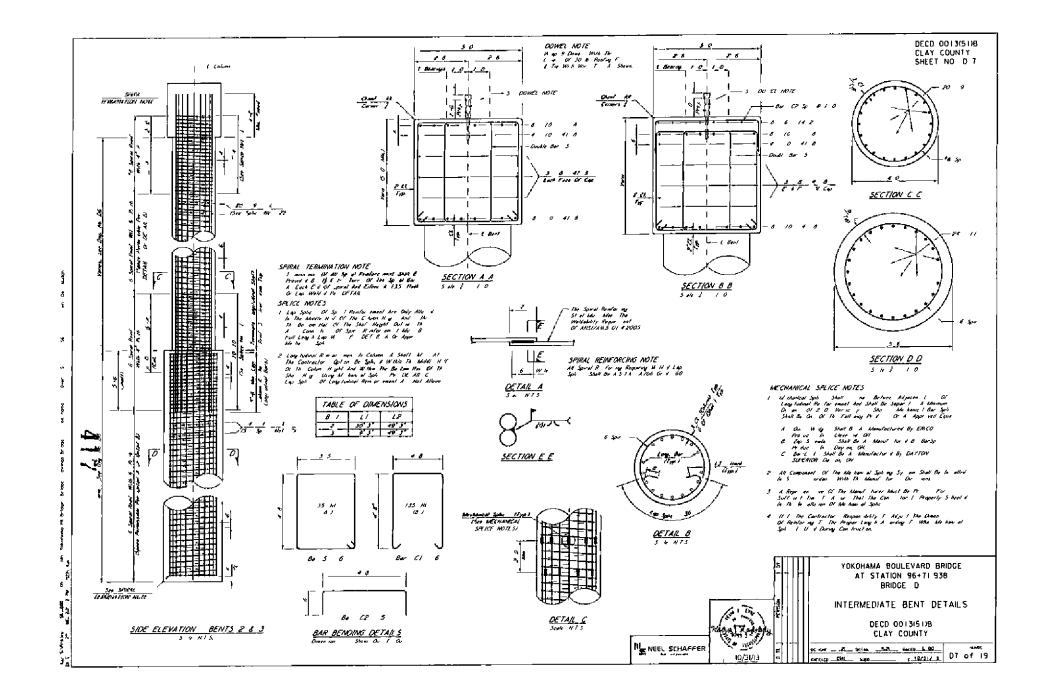


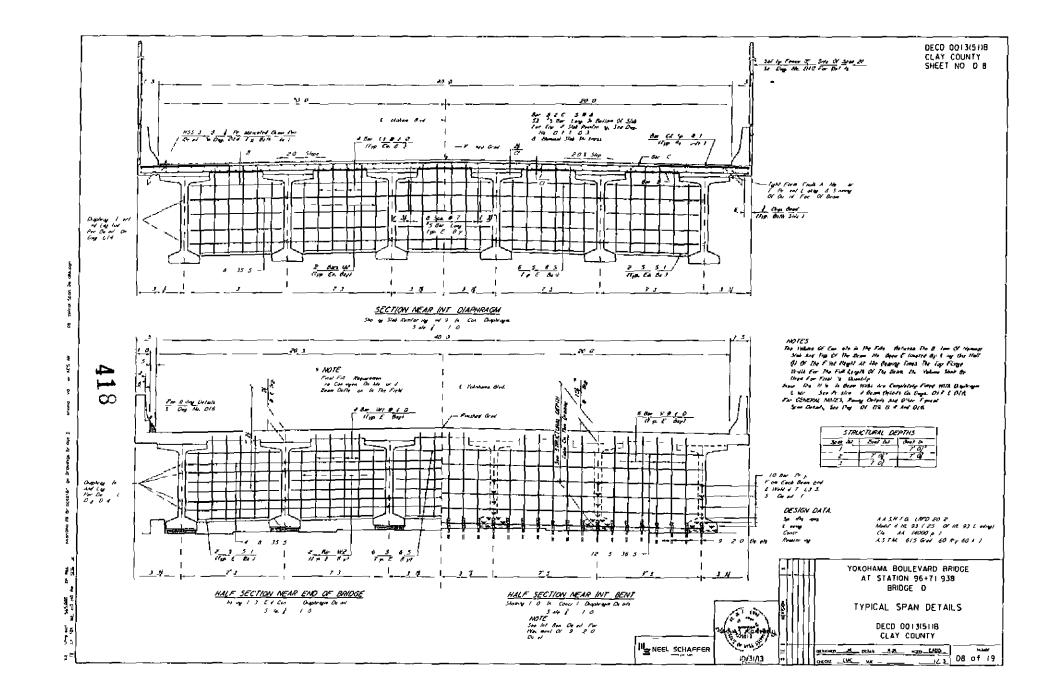


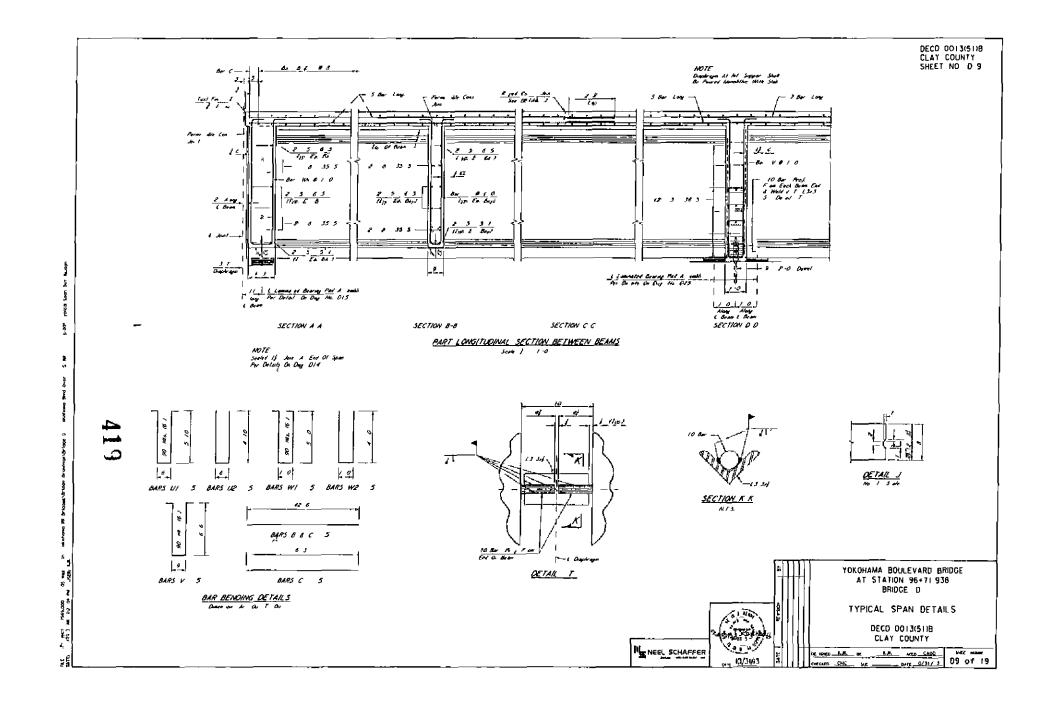


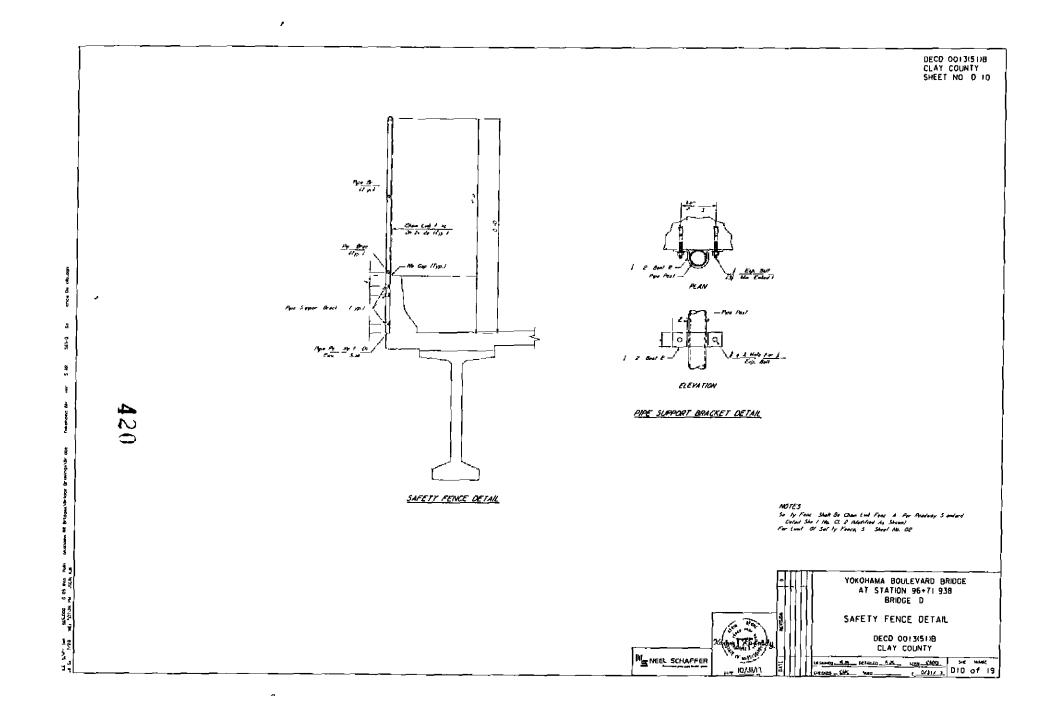


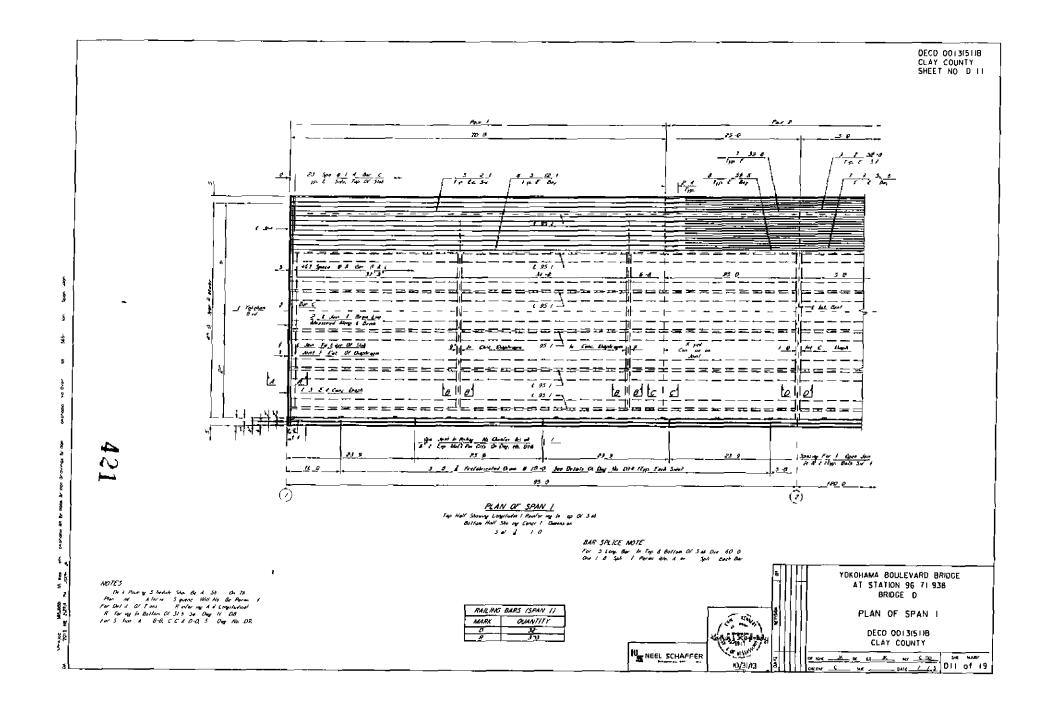


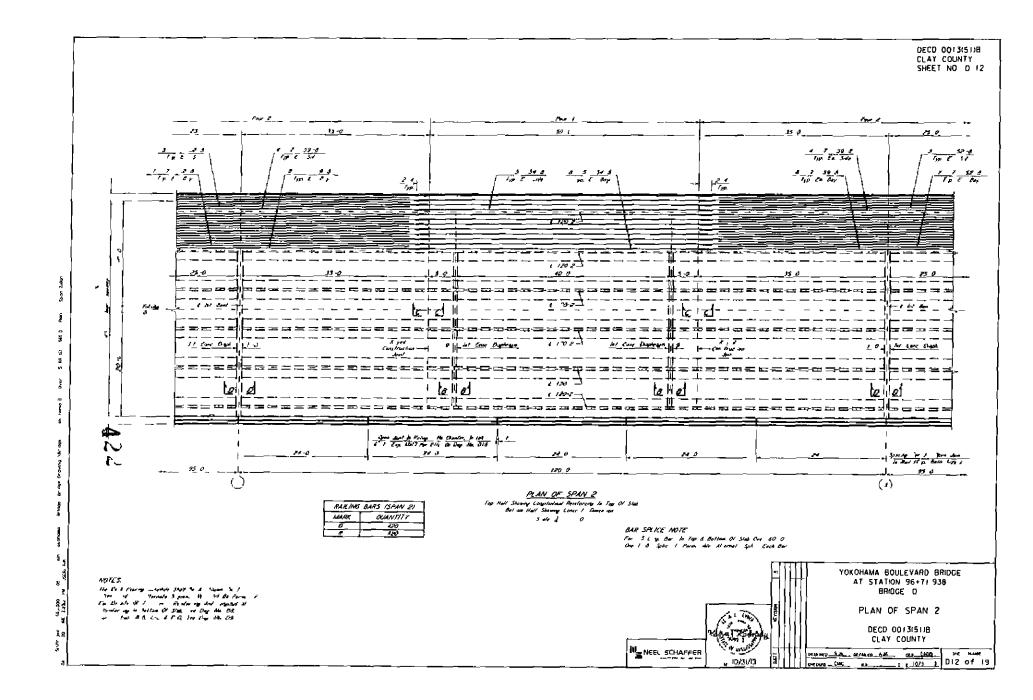


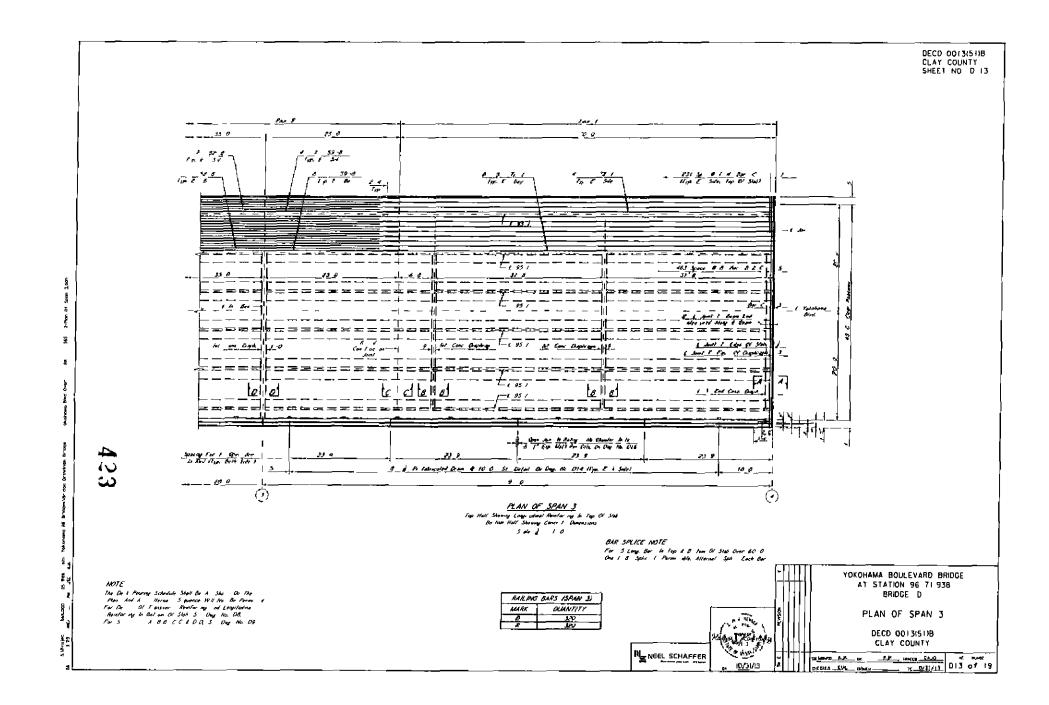


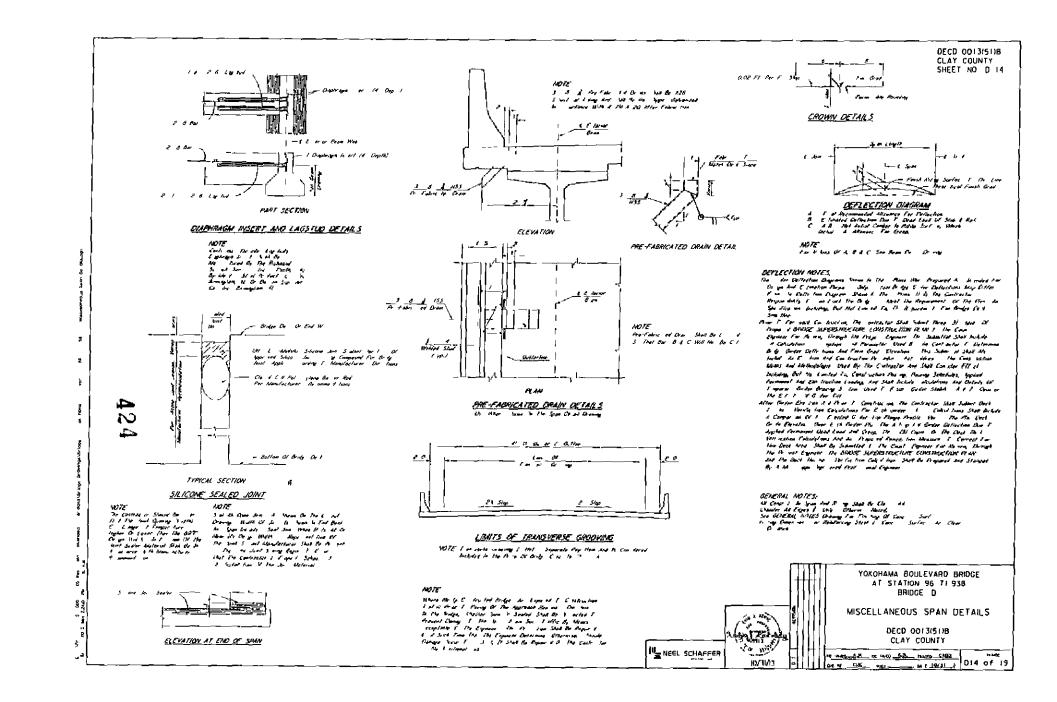


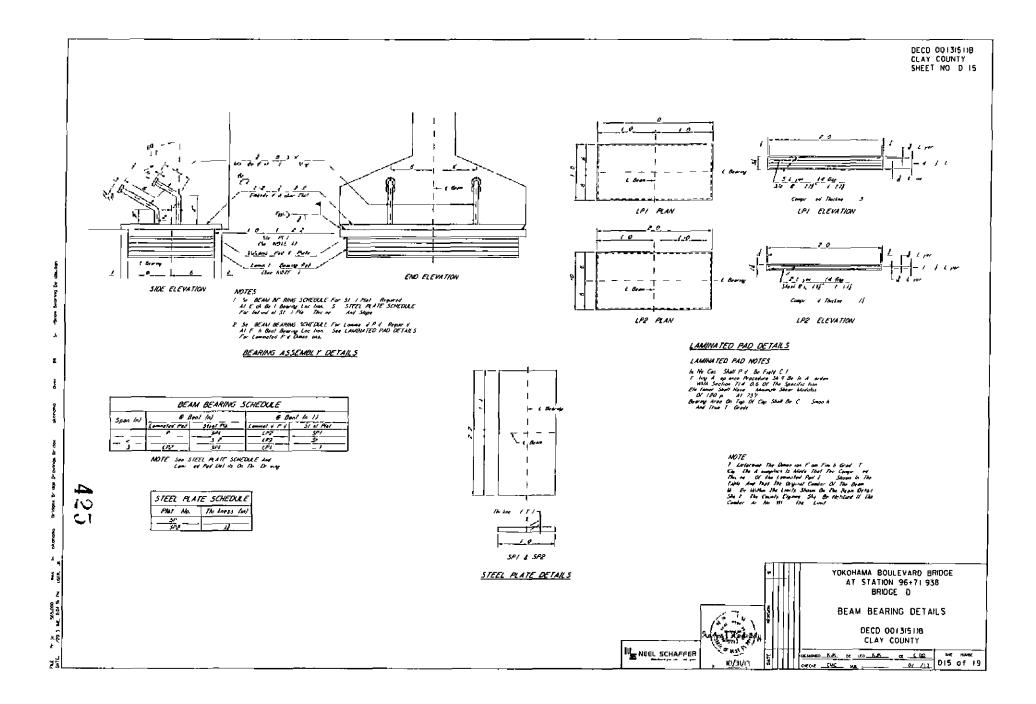


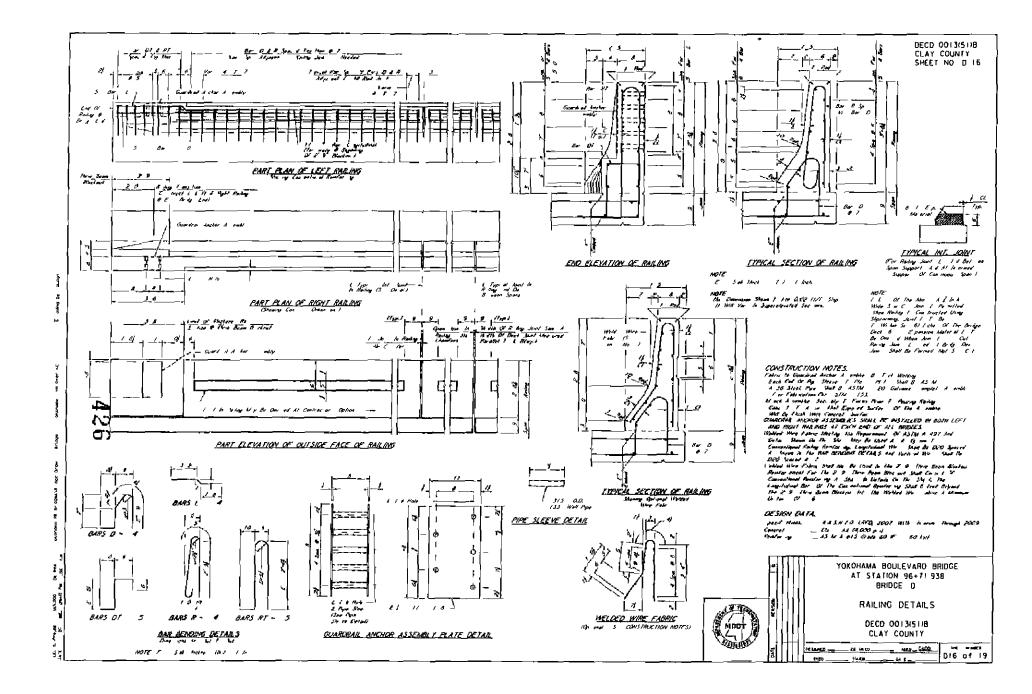


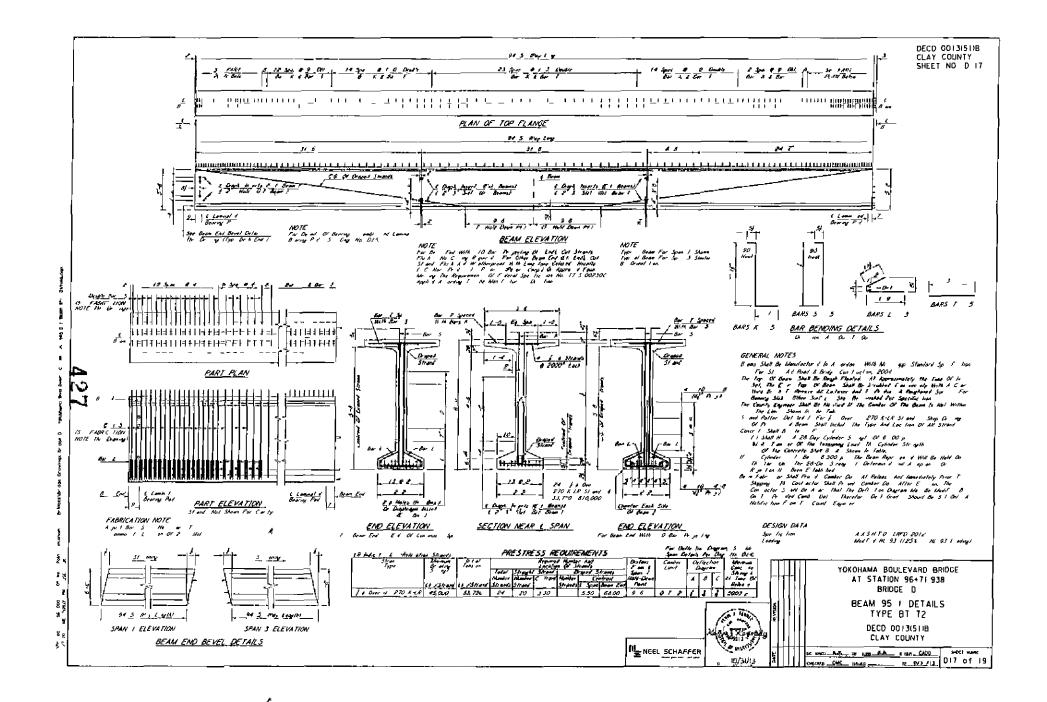


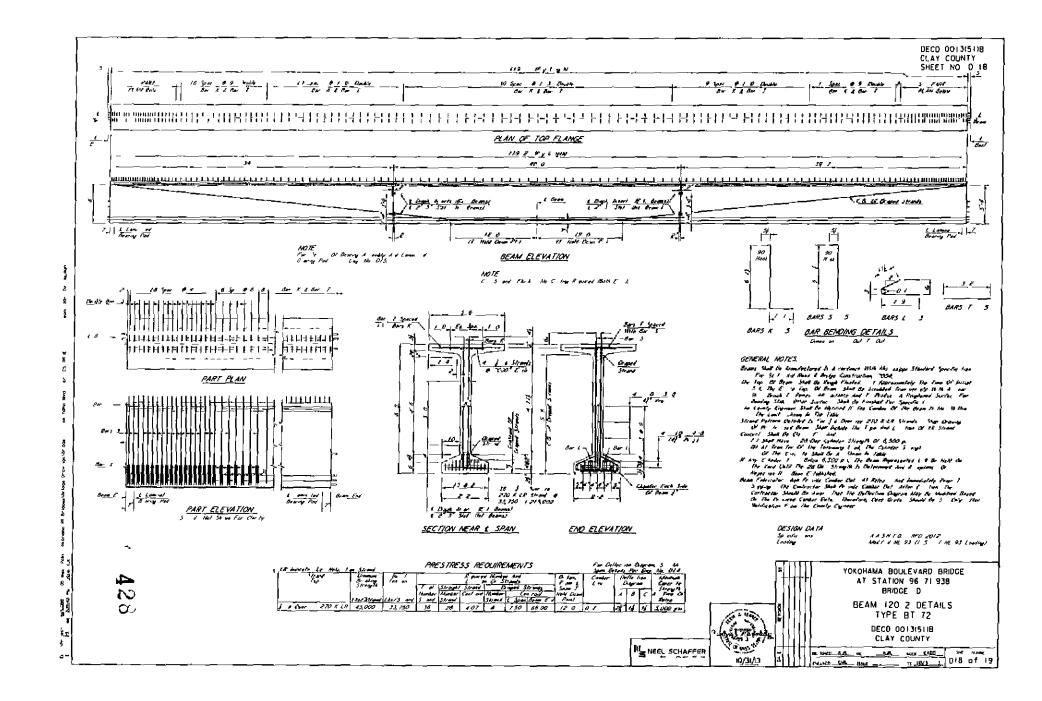












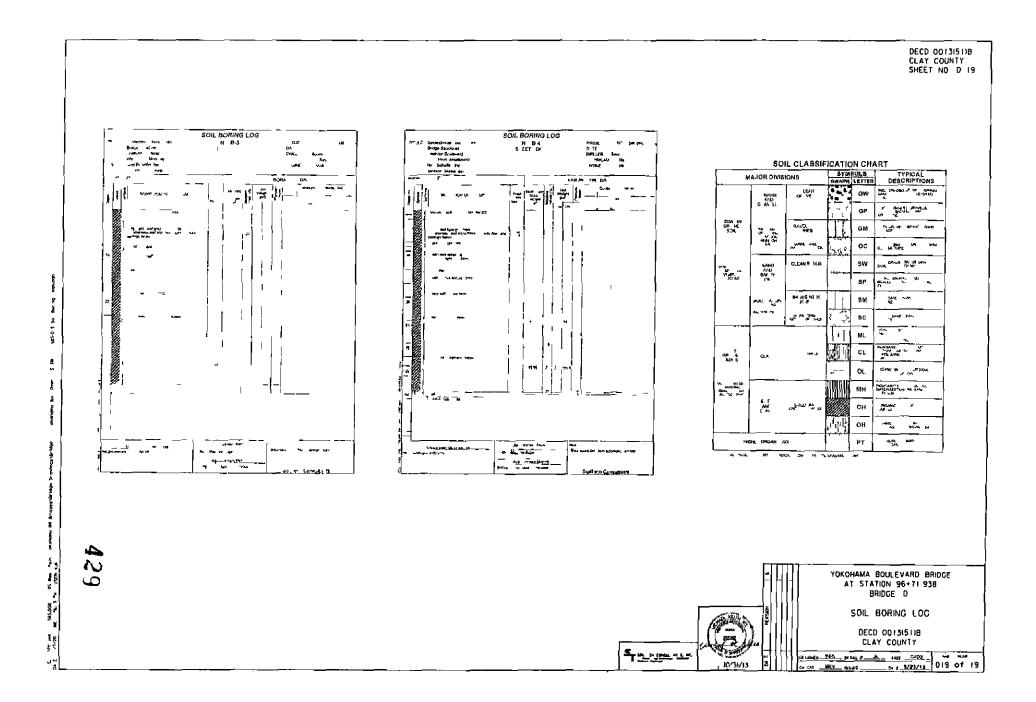


EXHIBIT B

RAILROAD FORCE ACCOUNT

Plan Review	
50 hours @ \$100/hr	\$5,000 00
Construction Inspection & Management	
Engineer ~ 50 hours @ \$100/hr	\$5,000 00
Roadmaster – 100 hours @ \$75/hr	\$7 500 00
Travel expenses	
Mileage airfare lodging meals etc	\$5 000 00
Accounting	
Labor	\$2 500 00
TOTAL RAILROAD COST	\$25,000 00
Foster Jones & Associates (FJA) Cost Estimate	
Plan Review Cost	\$25,633 00
Construction Monitoring Cost	\$19,944 00
Expenses – Travel, meals, mileage, etc	\$2,423 00
TOTAL FJA COST	\$48,000 00
Expenses – Travel, meals, mileage, etc TOTAL FJA COST	\$2,423 00

430

Yokohama Blvd Overpass Railroad MP H91 39 Aberdeen Branch Page 13

EXHIBIT C

RIGHT OF WAY EASEMENT

431

Yokohama Blvd Overpass Railroad MP H91 39 Aberdeen Branch Page 14

LEGAL DESCRIPTION YOKOHAMA BOULEVARD BRIDGE AT STATION 96+71 938 BRIDGE D"

DESCRIPTION #1 - RAILROAD MP 91 39 ABERDEEN BRANCH

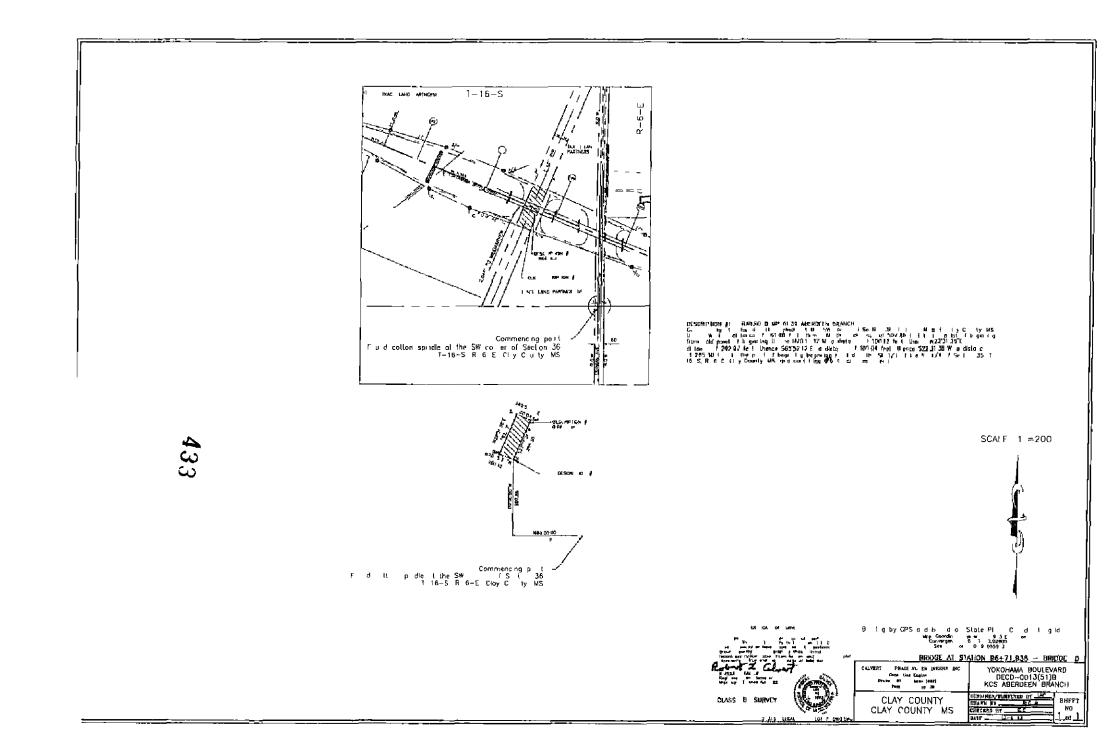
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Commencing at a found cotton spindle at the SW corner of Section 36 T-16-S R-6-E Clay County MS thence West a distance of 461 99 feet; thence North a distance of 507 86 feet to the point of beginning from said point of beginning thence N70°15 37 W a distance of 100 12 feet thence N22°31 38 E a distance of 292 97 feet, thence S65°52 12' E a distance of 100 04 feet thence S22°31 38''W a distance of 285 30 feet to the point of beginning beginning located in the SE 1/4 of the SE 1/4 of Section 35 T-16- + S R-6-E Clay County MS and containing 0 664 acres more or less

432

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RESOLUTION OF INTENTION

The Board of Supervisors, acting for and on behalf of Clay County, Mississippi (the "Governing Body") took up for consideration the matter of authorizing and approving an amendment, pursuant to Miss Code Ann §61-3-7(4 and 5) that would enable and approve an agreement between Clay County, Mississippi, ("Clay County") and West Point, Mississippi, ("West Point") that would allow Clay County and West Point to share the Commissioner position on the Golden Triangle Regional Airport Authority presently held solely by the City of West Point, Mississippi

Thereupon Supervisor Luke Lummus offered and moved the adoption of the following resolution

RESOLUTION DECLARING THE INTENTION OF CLAY COUNTY, MISSISSIPPI, TO AUTHORIZE AND APPROVE WEST POINT, MISSISSIPPI AND CLAY COUNTY, MISSISSIPPI, TO SHARE A COMMISSIONER POSITION ON THE GOLDEN TRIANGLE REGIONAL AIRPORTY AUTHORITY

WHEREAS, Columbus, Mississippi, Starkville, Mississippi, West Point, Mississippi, Lowndes County, Mississippi and Oktibbeha County, Mississippi, (the "Authority Members") previously formed the Golden Triangle Regional Airport Authority ("Authority") pursuant to Miss Code Ann §61-3-1, *et seq and*

WHEREAS, the City of West Point, Mississippi and Clay County, Mississippi are economically and mutually dependent upon each other for growth and prosperity and are partnered with other entities in the Golden Triangle Region, and

WHEREAS, the Golden Triangle Regional Airport ("Airport") provides a significant resource for the Golden Triangle Region and the Authority Members are committed to the success of the airport and the benefits it brings to the area Recognizing that the City of West Point has committed resources to the construction of the Airport and has been in the past a member of the Authority through a commissioner appointed by its Board, and Clay County has likewise been a promoter of the Airport activities and has committed funds directly to economic development in and around the Airport, and wishes to further enhance its role in the support and development of the Airport, and

WHEREAS, the City of West Point and Clay County have agreed that it would be in the best interest of West Point and the Clay County to share West Point's existing Commissioner position on the board of the Golden Triangle Regional Airport Authority,

ACCORDINGLY, Clay County, Mississippi, does hereby find, determine, adjudicate and declare as follows

1 The Airport Authorities Law, Miss Code Ann §61-3-1, et seq (1972, as amended) (the "Act"), was enacted for the purpose of promoting the formation and operation of airports in the State of Mississippi **134**

Page 1 of 3

2 Pursuant to §61-3-7 of the Act, the Cities of Columbus, Starkville and West Point and the Counties of Lowndes and Oktibbeha entered into an agreement for the purpose of forming and constituting the Golden Triangle Regional Airport Authority

3 The agreement between West Point, Mississippi and Clay County, Mississippi to share the Commissioner position presently held solely by West Point, Mississippi, on the Golden Triangle Regional Airport Authority Board is in the best interest of the Golden Triangle Region, the Authority, and the participating entities It is necessary for each of the participating entities and the Authority to adopt resolutions approving the shared position and the execution of an agreement which defines the method and manner by which the position will be shared

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY, AS FOLLOWS

Section 1 The Governing Body does hereby declare its intention to authorize and approve the sharing, between the City of West Point, Mississippi, and Clay County, Mississippi of that Commissioner position presently held only by the City of West Point, on the board of the Golden Triangle Regional Airport Authority, thereby promoting commerce and economic growth

Section 2 The Governing Body proposes to authorize and approve the sharing arrangement at its meeting to be held at its regular meeting place at the Courthouse of Clay County, Mississippi, at 9 00 o'clock a m on the 19th day of December, 2013, or at some meeting held subsequent thereto

Section 3 The existing representative of West Point to the Authority shall complete the existing term as Commissioner Thereafter, when a vacancy occurs, West Point through its Board of Selectmen shall designate an appointee and submit the appointment to the Clay County Board of Supervisors for ratification by majority vote. In the event Clay County ratifies the appointment, then the appointee shall assume the commissioner's position upon the effective date. In the event Clay County does not ratify the appointee, then the appointment shall be determined by the collective vote of the Mayor of the City of West Point, the members of its Board of Selectmen and the Clay County Board of Supervisors, with a majority of those voting determining the appointee to the next 5 year term. In the event that the joint commissioner post becomes vacant for any reason, then West Point and Clay County shall elect an appointee to serve the remaining unexpired term in the same manner as described above. Any other issues relative to the rights exercisable by the shared commissioner shall be determined according to the same procedure Responsibility for any future contributions to Airport operations or projects shall be shared equally by West Point and Clay County

Section 4 This Resolution shall be published in the Daily Times Leader, a newspaper having a general circulation in Clay County, Mississippi The publication of this Resolution shall be made not less than ten (10) days prior to the meeting scheduled for December 19, 2013

Section 5 The Clerk of the Governing Body shall be and is hereby directed to procure from the publisher of the aforesaid newspaper the customary proof of said publication of this

Page 2 of 3 435

Resolution and have the same before the Governing Body on the date and hour specified in Section 2 hereof

Supervisor Lynn Horton seconded the motion to adopt the foregoing Resolution, and the vote thereupon by the Clay County Board of Supervisors was as follows

Shelton Deanes	voted "Aye"
Luke Lummus	voted "Aye"
Lynn Horton	voted "Aye"
R B Davis	voted "Aye"
Floyd McKee	voted "Aye"

The motion having received the foregoing vote of the Governing Body, the President Shelton Deanes declared the motion carried and the Resolution adopted, on this the 2nd day of December, 2013

Shelton Deanes, President

G Berry, Clerk

(SEAL)

Publish on December 6, 2013

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Page 3 of 3

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NO ____

IN THE MATTER OF AUTHORIZING TRAVEL

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

It appears to this Board B J McClenton as attached hereto as Exhibit A is requesting authority to travel December 9- 10, 2013 to the Fire Academy in Pearl, MS for a New Fire Coordinator's Workshop

After motion by Lynn Horton and second by Floyd McKee this Board doth vote unanimously to approve and authorize the said travel

SO ORDERED this the 5th day of December, 2013

President

A ny Berry

From
Sent
То
Subject

BJ McClenton <bpre>bjmcclenton@gmail.com> Monday December 02 2013 3 10 PM Amy Berry Re New Fire Coordinators Workshop Travel

This is the information I have I will also forward you an email from Brad Smith at the Fire Academy

New Fire Coordinators Workshop Mississippi State Fire Academy Pearl, MS Monday December 9 and Tuesday, December 10

<u>Day 1</u>

0900 - 1700 Intro Program History Duties and Responsibilities Mississippi Fire Academy Mississippi State Rating Bureau

Day 2

0830 - 1700 Compliance Documents Contracts Audit Department Mississippi Forestry Commission MS Fire Bridge reporting system

Thanks,

BJ

On Mon, Dec 2, 2013 at 2 15 PM, Amy Berry < aberry@claycounty ms goy > wrote

Yes, Sir, any travel in which you want to get reimbursed for mileage food (if overnight), and any registration fee you need to have prior approval of travel – if you will email me, a little information, stating the where s and when s,etc. I will get approved Thursday – Thanks¹

From BJ McClenton [mailto <u>bjmcclenton@gmail com</u>] Sent Monday, December 02, 2013 9 37 AM To Amy Berry Subject New Fire Coordinators Workshop Travel

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Do I need to have my travel approved by the board to attend the New Coordinators Training next week on the 9the and 10th in Jackson?

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IN THE MATTER OF CANCELING THE SALE OF SURPLUS PROPERTY FOR DISTRICT 5 AND TRANSFERRING THE SAID ASSETS TO DISTRICT 4

There came on this day for consideration the matter of cancelling the sale of surplus property for District 5 and transferring the said assets to District 4

It appears to this Board at the November 21, 2013 meeting Supervisor McKee requested authority to advertise or post a Notice to sale as attached hereto as Exhibit A to sale to assets as Surplus property, and

It appears to this Board comes now the date and time to offer the said property for sale and District 4 appears to be in need of the said property

After motion by Floyd McKee and second by Luke Lummus this Board doth vote unanimously to transfer the said property from District 5 Mobile Equipment Category to District 4 Mobile Equipment Category

SO ORDERED this the 5th day of December, 2013

President

NOTICE OF SALE OF EQUIPMENT

Notice is hereby given that the Board of Supervisors of Clay County, Mississippi, will have for sale at a public auction to be held on **Thursday, December 5, 2013, at 10 00 a m** on the front steps of the Clay Courthouse the following pieces of equipment to the highest and best bidder

DSD6/ International Truck 1987 CFO
 S/N 1HSRDGUR6HH501248
 DS022 Palmer Dump Trailer 18yd
 S/N 9205526EA00348

The Board of Supervisors reserves the right to reject or accept all Sales

For any questions, call Teresa Ware, Purchase Clerk of Clay County and Board Secretary, Monday thru Friday, office hours 8 00 a m to 12 00 p m, at (662) 494-3313 or via email tware@claycounty ms gov

Notice authorized to be posted by Order of the Board of Supervisors, this the 21st day of November, 2013

Amy G Berry **Chancery Clerk**

Published on 11/22/2013

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IN THE MATTER OF AUTHORIZING TO SALE CERTAIN FIXED ASSETS

There came on this day for consideration the matter of authorizing to sale certain fixed assets

It appears to this Board District 5 Supervisor McKee authorized to transfer to District 4 certain surplus properties, and,

It appears to this Board District 4 agrees to purchase the said equipment from District 5 for \$4,500 00

After motion by Shelton Deanes and second by Lynn Horton this Board doth vote unanimously to approve of the said sale of fixed assets for \$4,500 00 from District 4 Road fund to District 5 Road Fund

SO ORDERED this the 5th day of December, 2013

President

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NO _____

IN THE MATTER OF AUTHORIZING TO SPLIT THE COST WITH THE CITY OF WEST POINT TO PURCHASE A REPEATER FOR ALL EMERGENCY SIRENS IN THE CITY AND COUNTY

There came on this day for consideration the matter of authorizing to split the cost with the City of West Point to purchase a repeater for all Emergency Sirens in the city and county

It appears to this Board Johnny Littlefield is requesting financial assistance from the County in purchasing a new repeater located at the North Water Treatment plant which operates all of the emergency sirens in the City and County, and,

It appears to this Board the cost for the said repeater is \$5,007 15 as evidenced by the quote as attached hereto as Exhibit A and that the said purchase is necessary due to the radio frequency mandate by the FCC that all radios and repeaters operate off of a digital frequency by January 1, 2014

After motion by Luke Lummus and second by Floyd McKee this Board doth vote unanimously to authorize to pay \$2,503 58 to Precision Communication for one half of the cost to purchase a new repeater for the emergency sirens to operate in the County and City which is compatible on the new digital radio frequency

SO ORDERED this the 5th day of December, 2013

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President

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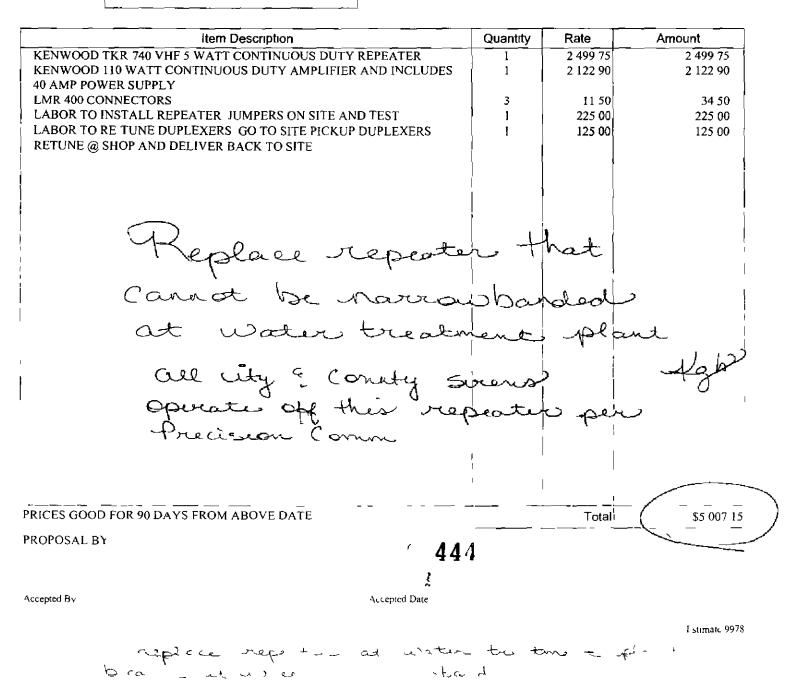
PRECISION COMMUNICATIONS, INC

PRECISION COMMUNICATIONS INC P O BOX 1685 TUPELO MS 38802

(800)737-7357 precisioncommunicationsinc@gmail.com

	Estimat
Date	Estimate No
11/22/2013	9978
	Exp Date

Address CLAY COUNTY SIRENS



IN THE MATTER OF ADVERTISING NOTICE OF SALE OF SEIZED WEAPONS

There came on this day for consideration the matter of advertising Notice of Sale of Seized Weapons

It appears to this Board at the November 7, 2013 meeting this Board had voted to receive sealed bids Thursday, December 19, 2013 at 9 00 to sale certain seized weapons as authorized by Circuit Court, and that due to clerical issues, the Daily Times Leader was not able to run the first Notice to Sale timely as required by *Miss Code*, and,

It appears to this Board the Clerk is requesting authority from this Board to reschedule the said sale until Monday, January 6, 2014, at 9 00 a m to take bids for the Sale of the Seized Weapons

After motion by Luke Lummus and second by Floyd McKee this Board doth vote unanimously to reschedule the said sale until Monday, January 6, 2014, at 9 00 a m to take bids for the Sale of the Seized Weapons

SO ORDERED this the 5th day of December, 2013

President

NOTICE OF SALE OF SEIZED WEAPONS

Notice is hereby given that the Clay County Board of Supervisors will receive sealed bids for the highest and best bid until 9 00 o'clock a m on the 6th day of January, 2014, at the Clay County Chancery Clerk's office located on 205 Court Street, West Point, MS 39773, for the sale of the following Seized/Forfeited Weapons

Seventy -One (71) Rifles, Shotguns, and pistols of various makes and models

The said sale shall be without warranty as to condition The forfeited and surplus firearms may be examined by calling Deputy Sheriff, Investigator, Brad Pettit, at (662) 295-5150, any time prior to the time set for bids to be received All bidders must be licensed gun dealers A copy of the FFL License must be included in the bid package. The guns will be sold as a lot not individually All bids shall remain good for 30 days from the bid date. Settlement shall be in full by both parties, in advance of receiving said equipment.

The Board of Supervisors reserves the right to accept and reject all bids received and to waive any and all formalities with the acceptance and rejection of the bids

For further questions and inquiries, call Deputy Sheriff Investigator, Brad Pettit at (662) 295-5150

Publish by order of the Board of Supervisors, this the 5th day of December, 2013

Ату G Berry Chancery Clerk

Publication Dates 12/15/2013 12/22/2013 12/29/2013

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NOTICE OF SALE OF SEIZED WEAPONS

Notice is hereby given that the Clay County Board of Supervisors will receive sealed bids until 9 00 a m. on the 19th day of December, 2013, at the Clay County Chancery Clerk's office located on 205 Court Street, West Point, MS for the sale of the following equipment

Seventy -one (71) Rifles, shotguns, and pistols of various makes and models

The said sale shall be without warranty as to condition The forfeited and surplus firearms may be examined by calling Deputy Sheriff, Investigator, Brad Pettit at (662) 295-5150, any time prior to the time set for bids to be received All bidders must be licensed gun dealers A copy of the FFL License must be included in the bid package. The guns will be sold as a lot not individually All bids shall remain good for 30 days from the bid date. Settlement shall be in full by both parties, in advance of receiving said equipment.

The Board of Supervisors reserves the right to accept and reject all bids received and to waive any and all formalities with the acceptance and rejection of the bids

For further questions and inquiries, call Deputy Sheriff, Investigator, Brad Pettit at (662) 295-5150

Published by Order of the Board of Supervisors, this the 7th day of November, 2013

Amy (G) Berry

Chancery Clerk

Publication Date -11/27/2013 12/15/13 12/22/13/ 12/29/13 12/4/2013 12/11/2013

IN THE MATTER OF AUTHORIZING TO ADVERTISE TO TAKE SUPPLY AND MATERIAL BIDS FOR 2014

There came on this day for consideration the matter of authorizing to advertise to take supply and material bids for year 2014

After motion by Luke Lummus and second by Lynn Horton this Board doth vote unanimously to authorize to advertise to take supply and material bids used by the County on Monday, January 6, 2014 and to be received by 9 00 a m that day

SO ORDERED this the 5th day of December, 2013

President

448

NO _____

IN THE MATTER OF AUTHORIZING TO PARTICIPATE IN BLUE CROSS BLUE SHIELD'S HEALTHY WORKPLACE PROGRAM

There came on this day for consideration the matter of authorizing to participate in Blue Cross Blue Shield's Healthy Workplace Program

After motion by Lynn Horton and second by Floyd McKee this Board doth vote unanimously to authorize to participate in Blue Cross Blue Shield's Healthy Workplace program as attached hereto as Exhibit A

SO ORDERED this the 5th day of December, 2013

President

After motion by Luke Lummus and second by R B Davis this Board doth vote unanimously to recess until, Thursday, December 19, 2013, at 9 00 a m

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President



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wwwbcbsms com

Healthy Workplace

November 13, 2013

Clay County Ms Treva Hodge P O Box 815 West Point, MS 39773

Dear Treva

We are proud of your continued commitment to the health of your employees Blue Cross & Blue Shield of Mississippi looks forward to working with Clay County again this year with your Healthy Workplace initiatives!

Enclosed is a renewal copy of the Healthy Workplace Letter of Understanding As you may recall, this document outlines the roles and commitments of both Clay County and Blue Cross & Blue Shield Please review it and return the signed document in the enclosed business reply envelope. We will provide you a fully endorsed copy for your records

Your decision to help your employees become healthier is a positive step in the commitment to a healthier Mississippi If you have any questions or comments, please call me at (601) 664-4044 I look forward to working with you as we build a healthier future for Mississippi

Best of health,

Lynch

Jessica Lynch Health & Wellness Specialist Blue Cross Blue Shield of Mississippi

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Healthy Workplace

Healthy Workplace Underwritten Group Letter of Understanding

This Letter of Understanding is entered into by and between Clay County, an active Underwritten Group hereafter referred to as "Employer" and Blue Cross & Blue Shield of Mississippi, a Mutual Insurance Company, hereafter referred to as "BCBSMS"

Employer agrees to partner with BCBSMS in its commitment to a healthier Mississippi by becoming a Healthy Workplace and promoting and supporting healthy employees

Employer agrees to

- Be a "Champion" of health and wellness for its work culture and employees
- Provide a work environment that is supportive of health and wellness and healthy lifestyle behavior and support employees in their efforts to be healthy or become healthier
- Be a smoke-free/tobacco-free workplace as agreed to in Attachment A and offer the BCBSMS "be smoke-free" Program to employees and their dependents covered under the benefit plan administered by BCBSMS
- Implement the BCBSMS health risk assessment tool for annual employee risk assessments with a goal of 100% employee participation and provide BCBSMS with employee information (name and unique identifier) as necessary to support the health risk assessment
- Promote the *Healthy You'* benefit and encourage covered employees to use their *Healthy You'* benefit with a goal of 100% of employees having an annual *Healthy You'* visit
- Offer Healthy Workplace activities based on employees' health needs and interests (as defined through the annual health risk assessment data) that will provide opportunities for employees to learn and put healthy habits into practice. Activities include, but are not limited to health education programs, exercise activities and health incentive programs.
- Offer employees incentives for healthy behavior and participation in Healthy Workplace
 activities
- Provide space at the Employer site for Healthy Workplace activities and provide BCBSMS access to employees during work hours for Healthy Workplace wellness meetings and activities
- Display Healthy Workplace material and distribute to employees
- Monitor Healthy Workplace employee participation and progress and share data with BCBSMS

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Healthy Workplace

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BCBSMS agrees to

- Support Employer in becoming a Healthy Workplace by providing educational materials, resources, training and other necessary components of the Healthy Workplace Program as determined by BCBSMS
- Conduct a Healthy Workplace tour of Employer's work site(s) and identify how health awareness can be incorporated or improved in support of a healthy work culture
- Recommend healthier options for food and vending items .
- Identify areas that could be used for exercise, health education sessions and assist with elimination of smoking areas
- Provide the BCBSMS health risk assessment tool for annual employee risk assessments
- Provide employees with confidential individual risk assessment profiles and Employer with aggregate data and risk status analysis
- Consult with Employer to define and implement health and wellness activities specific to the employees' and Employer's needs
- Support Healthy Workplace activities that include, but are not limited to walking, health education and health incentive programs
- Provide the BCBSMS "be-smoke-free" Program to Employer for the employees and dependents covered under the Group s Benefit Plan administered by BCBSMS
- Provide support and direction through Health and Wellness Specialists who will meet with management and non-management employees as necessary during the transition to a Healthy Workplace
- Provide Employer with Healthy Workplace comparative data •

Employer agrees not to alter Healthy Workplace material or distribute other than as directed by BCBSMS BCBSMS and Employer agree not to use the other party's name logos, trademarks, or service marks in Healthy Workplace materials or otherwise without prior written permission

BCBSMS will not use health risk assessment data or clinical results in determining the Member's premium rate adjustments

This Letter of Understanding is effective as of the date signed by the Employer and is effective for 12 months Either party may cancel this contract at any time by providing the other party with thirty (30) days written notice of intent to cancel

Employer Name 10

Employer Signature/Title

Date

Blue Cross & Blue Shield of Mississippi, a Mutual Insurance Company

Date

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Healthy Workplace

Attachment A Underwritten Group "be smoke-free" Program

Employer agrees to partner with BCBSMS in its commitment to a healthier Mississippi and provide a healthier environment for its employees by being a smoke-free/tobacco-free workplace effective November 2008

Employer agrees to formalize its smoke-free/tobacco-free workplace policy by documenting the requirements of a tobacco-free workplace and providing the policy to its existing and new employees and enforcing the policy

The following requirements must be included in and applied to the workplace policy, as described in the paragraph above

- No tobacco use by employees, visitors or vendors at Employer's workplace, on Employer's business property or in Employer's business vehicles
- No tobacco use by employees when working outside the office or during business travel
- Employees must refrain from the use of tobacco on any neighboring property indoors or outdoors
- All employees must sign a tobacco-free statement to ensure understanding of Employer s workplace policy

BCBSMS will provide its "be smoke-free" Program to employees and their dependents covered under the Benefit Plan administrated by BCBSMS Employer will be billed for the "be smokefree' Program as outlined in Attachment B

Employer will facilitate the offering of the BCBSMS 'be smoke-free" Program to its employees covered under the Benefit Plan

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