

BE IT REMEMBERED the Clay County Board of Supervisors met at the Clay County Courthouse in West Point, MS, on the 10th day of July, 2014, at 6 00 p m , and present were Lynn Horton, Luke Lummus, R B Davis, Shelton Deanes, and Floyd McKee, President Also present were LaFrance Boyd, Deputy Chancery Clerk, 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 JULY 10, 2014**

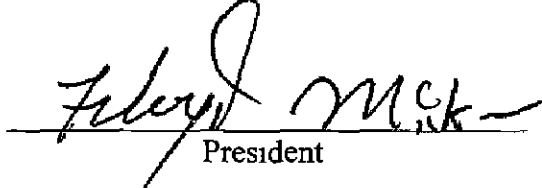
There came on this day for consideration the matter of adopting and amending the agenda for the Board of Supervisors meeting held on July 10, 2014

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

- MS Carolyn Rogers regarding the West Clay/Beasley School Project
- Luke Lummus approving the hiring of Jackie Stovall for Sanitation Driver
- Robert Calvert authority to approve the program to adopt the annual bridge ,

After motion by Luke Lummus and second by R B Davis the Board doth vote unanimously to adopt the agenda as presented and further to adopt the agenda as amended

SO ORDERED this the 10th day of July, 2014



President

00 0 80

NO _____

AUTHORITY TO ADVERTISE FOR THE AIRPORT ROAD PROJECT

There came on this day for consideration the matter of authority to advertise for the Airport Road Project

After motion by Luke Lummus and second by R. B. Davis this Board doth vote unanimously to authorize to advertise for the paving of the Airport Road Project

SO ORDERED this the 10th day of July, 2014



President


NO _____

**IN THE MATTER OF APPROVING AND AUTHORIZING THE PRESIDENT TO
EXECUTE THE CONTRACT WITH THE LINK AND THE ASSIGNMENT AND
ASSUMPTION OF PURCHASE AGREEMENT WITH THE CITY OF WEST POINT**

There came on this day for consideration the matter of approving and authorizing the President to execute the contract with the LINK and the Assignment and Assumptions of Purchase Agreement with the City of West Point

After motion by Luke Lummus and second by Lynn Horton this Board doth vote unanimously to approve and authorize the President to execute the contract with the LINK and the Assignment and Assumption of Purchase Agreement with the City of West Point both as attached hereto as Exhibit A and B

SO ORDERED this the 10th day of July, 2014


President

**ASSIGNMENT AND ASSUMPTION OF
ECONOMIC DEVELOPMENT SERVICES PURCHASE AGREEMENT**

This Assignment and Assumption of Economic Development Services Purchase Agreement ('Agreement') is made and entered into by and among Clay County, Mississippi, acting by and through its Board of Supervisors (the "County") and The City of West Point, Mississippi, acting by and through its Mayor and Board of Selectmen (the "Assignee"), and is effective as of the Effective Date (as defined herein)

RECITALS

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

B WHEREAS, during the past several years, the LINK has demonstrated a successful record of attracting and inducing new businesses, including several large manufacturers, to locate in the tri-county area commonly known as Mississippi's Golden Triangle area, and inducing existing businesses to expand their operations resulting in the creation of new jobs, additional tax revenues and other economic benefits in the counties and municipalities comprising such Golden Triangle area,

C WHEREAS, the County and the LINK desire to engage the LINK to provide, for the benefit of the County and its citizens, economic development services and the LINK desires to accept such engagement and provide such economic development services, subject to the terms and conditions of that certain Economic Development Services Purchase Agreement, a copy of the final form of which is attached hereto as **Exhibit "A"** and is incorporated herein by reference (the "Services Agreement"),

D WHEREAS, each capitalized terms used, but not otherwise expressly defined herein, shall have the respective meaning ascribed to such term in the Services Agreement,

E WHEREAS, pursuant to Section 3 of the Services Agreement, the County shall have the right to direct the LINK to additionally provide the Economic Development Services, for the benefit of, and to make such assignments and delegations of its obligations and rights, respectively set forth therein to, one or more municipalities located within the County or one or more industrial development authorities, economic development districts and any other political subdivisions of the County, and

F WHEREAS, the County desires to (i) direct the LINK to provide the Economic Development Services, (ii) delegate certain of the County's rights under the Services Agreement, and (iii) assign certain of the County's obligations under the Services Agreement to the Assignee, subject to the terms and conditions of this Agreement, and

G WHEREAS, in consideration of the Economic Development Services to be provided on behalf of the Assignee at the direction of the County and the delegation to the Assignee by the County of certain of its rights under the Services Agreement, the Assignee

desires to assume certain of the County's obligations under the Services Agreement, subject to the terms and conditions of this Agreement

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

1 TERM AND TERMINATION

1 01 *Term*

(a) Initial Term The initial term of this Agreement shall be for a three (3) year period commencing on the Effective Date and ending on the third anniversary of Effective Date, unless this Agreement is terminated prior to the third anniversary of Effective Date pursuant this Agreement (the "Initial Term")

(b) Renewal Terms Upon the expiration of the Initial Term, this Agreement shall automatically renew for an unlimited number of successive one (1) year periods. Each such renewal period shall be referred to herein as a "Renewal Term." The word "Term," for purposes of this Agreement, shall mean the Initial Term, together with any successive Renewal Terms. Notwithstanding the foregoing, in the event that either the County or the Assignee elects to not allow the automatic renewal of this Agreement at the expiration of the Initial Term or any successive Renewal Term thereafter, then, at least two (2) years prior to the expiration of the Initial Term or any such Renewal Term, as applicable, it shall so notify the other party of such determination in writing

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

1 03 *Termination on Notice of a Material Default* This Agreement may be terminated (a) by either party hereto upon the expiration of the Services Agreement or termination of the Services Agreement for any reason, or (b) in the event that (i) either (1) the County shall give written notice to the Assignee that the Assignee has materially defaulted in the performance of any of its obligations under this Agreement, (ii) the Assignee shall give written notice to the County that the County has materially defaulted in the performance of any of its obligations under this Agreement and such material default is not cured within thirty (30) calendar days of the date such notice of default is received, or (iii) the Assignee shall give written notice to the County and the LINK that the LINK has materially defaulted in the performance of any of its obligations under the Services Agreement and such material default is not cured within thirty (30) calendar days of the date such notice of default is received. For the avoidance of any confusion, a "material default" shall include, *inter alia* (a) in the case of the Assignee, the failure of the Assignee to make or cause to be made any payments required herein to the County or to the LINK on behalf of the County, (b) in the case of the County, the substantial failure by the County to satisfy its obligations described in Section 2 01 and 2 02 hereof or (c) in the case of the LINK, (i) the substantial failure by the LINK to provide the Economic Development Services to the Assignee at the direction of the County, and/or the failure by the LINK to satisfy its obligations described in Section 2 03 and 2 04 of the Services Agreement

1 04 *Effect of Termination and Expiration* Upon expiration of the Term of this Agreement or termination of this Agreement prior to the expiration of the Term in accordance herewith, no party hereto shall have any further obligations hereunder, except for its obligations arising prior to the date of such expiration or termination, its obligations set forth in Section 6 and the obligations of the Assignee set forth in Section 4 02 (to the extent the Assignee is a municipality located within the County) and Section 5

2 COUNTY'S RESPONSIBILITIES & ECONOMIC DEVELOPMENT SERVICES

2 01 *Economic Development Services* The County hereby agrees to direct the LINK to provide the Economic Development Services, as described in the Services Agreement, to the Assignee. The Assignee acknowledges and agrees that, in connection with the provision by the LINK of the Economic Development Services to the Assignee, the LINK may also identify any work deemed by the LINK to be reasonable and necessary in order to provide the Economic Development Services to the Assignee in accordance with the Services Agreement and herewith, including but not limited to any such work by civil engineers, architects, attorneys, public relations professionals and accountants (collectively, "Support Services"), and the Assignee shall be responsible for paying for all such Support Services, or for reimbursing the LINK to the extent the LINK initially engages and pays for any such Support Services), provided that such obligation and liability of the Assignee to pay for, or reimburse the LINK for its engagement and payment of, any such Support Services shall not exceed Twenty-Five Thousand Dollars (\$25,000 00) in the aggregate during any twelve (12) month period throughout the Term. In the event that the cost of any such Support Services exceeds or is reasonably expected to exceed Twenty-Five Thousand Dollars (\$25,000 00) in the aggregate during any twelve (12) month period throughout the Term, the Assignee shall not be liable for the payment or reimbursement for payment of such Support Services unless the LINK shall first recommend to and request approval by the Assignee for, such Support Services, and upon said approval, the Assignee shall be responsible for authorizing, engaging and providing payment for all such Support Services, provided, however, that the Assignee acknowledges and agrees that the ability of the LINK to provide the Economic Development Services will be materially restricted in the event the Assignee fails to authorize, engage or provide payment for any Support Services identified and recommended by the LINK to be reasonable and necessary in order to provide the Economic Development Services in accordance herewith, and the LINK shall not be liable for any default by the LINK of its obligations hereunder as a result of such failure

2 02 *Delegation of Appointment of New Directors* Pursuant to Section 2 04 of the Services Agreement, during the term thereof, the County shall have the right to appoint or elect or cause to be appointed or elected four (4) directors to the LINK's board of directors (the "New Directors"), and the LINK will, in accordance with its bylaws, appoint or elect or cause to be appointed or elected two (2) individuals from among the New Directors to serve on the LINK's executive committee (the "New Committee Members") The County hereby delegates to the Assignee the right to appoint or cause to be appointed two (2)] New Director(s)

2 03 *Relationship of the Parties* The LINK is engaged and retained as an independent contractor and not as an officer, agent or employee of the County, the Assignee or any other Additional Participant

2 04 *Competitive Nature of Services* The Assignee understands and agree that economic development and the recruitment of new business enterprises into a community is a very competitive undertaking and the decision by a business enterprise to locate a new project or expand an existing facility or operation in a particular area depends upon many subjective factors that are beyond the control or influence of the parties hereto, including without limitation; the LINK or the County The Assignee is therefore not relying upon any guarantees, representations, or express or implied warranties, and agrees that no such guarantees, representations, or express or implied warranties have been made by the LINK or the County, that the Economic Development Services provided by the LINK will result in any decision by any business enterprise to locate a new project or expand an existing facility or operation in the jurisdiction of the Assignee Without limiting any provision of Section 6, the Assignee further agrees that neither the County nor the LINK shall, in the performance of their respective obligations pursuant to this Agreement and the Services Agreement, be liable to the Assignee, any political subdivision thereof or any other person, entity or governmental authority, including without limitation any other Additional Participant, for any losses, damages, costs or other expenses, whether direct, indirect, consequential or otherwise, which may result from the decision of any business enterprise to not, or the failure of any business enterprise to, locate a new project or expand an existing facility or operation in the jurisdiction of the Assignee, including without limitation the decision by a business enterprise to locate a new project or expand an existing facility or operation outside the jurisdiction of the Assignee in the County, or in Clay County

3 ASSIGNEE'S RESPONSIBILITIES

3 01 *Payment of Service Fees* The Assignee shall promptly pay or cause to be paid, as and when due, the Annual Assignee Fee (as defined in Section 4 01), any Performance-Based Fees (as defined in Section 4 02, to the extent the Assignee is a municipality located within the County) and any other fees, costs or expenses required hereunder, including without limitation fees, costs or expenses for Support Services

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

4 ECONOMIC DEVELOPMENT SERVICES FEES

4 01 *Annual Service Fees* The sum of One Hundred Seventy-Five Thousand Dollars (\$175,000 00) (the "Annual Assignee Fee") shall be paid to the County or, at the direction of the County, directly to the LINK annually for each year during the Term. The payment of each Annual Assignee Fee shall be made in periodic installment payments each year during the Term of the Agreement as follows

<u>Payment Due Date</u>	<u>Installment Payment Amount</u>
October 1, 2014	\$43,750 00
January 1, 2015	\$43,750 00
April 1, 2015	\$43,750 00
July 1, 2015	\$43,750 00
October 1, 2015	\$43,750 00
January 1, 2016	\$43,750 00
April 1, 2016	\$43,750 00
July 1, 2016	\$43,750 00
October 1, 2016	\$43,750 00
January 1, 2017	\$43,750 00
April 1, 2017	\$43,750 00
July 1, 2017	\$43,750 00

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

4 02 *Performance-Based Fees* This Section 4 02 shall apply to and be binding upon the Assignee only in the event that the Assignee is a municipality located within the County. The parties hereto acknowledge and agree that among other Economic Development Services to be provided to the Assignee in accordance herewith, the Assignee desires that the LINK, and pursuant to the Services Agreement and at the direction of the County, the LINK shall, endeavor to attract and induce significant economic development projects to locate within the boundaries in the Assignee in order to create new jobs, tax revenues and other economic benefits. Assignee and the County further agree that the inclusion in this Agreement of the terms of this Section 4 02 was a material inducement for the agreements by the LINK set forth in Section 3 02 of the Services Agreement. Assignee therefore agrees that the LINK shall be entitled to receive, additional performance-based fees equal to five percent (5%) of the amount of any fee-in-lieu of (ad valorem) tax payments received by the Assignee or by the County on behalf of the Assignee, as applicable, (but not to any public school districts) from any taxpayer that enters into a fee-in-lieu agreement pursuant to (a) Section 27-31-104 of the Mississippi Code of 1972, as amended, or (b) pursuant to any new legislation enacted by the Mississippi Legislature (each a "Performance-Based Fee") During each year of the term of any such fee-in-lieu agreement, the payment of any Performance-Based Fee shall be payable in full to the LINK, at its principal place of business, within ninety (90) days after the receipt by the Assignee or by the County on behalf of the Assignee, as applicable, of the related fee-in-lieu of (ad valorem) tax payments from the taxpayer. The Assignee acknowledges and agrees that the entitlement of the LINK to all of the Performance-Based Fees arising from a particular fee-in-lieu agreement accrues on the date such agreement is executed by the parties thereto during the Term, and that the rights of the

LINK to receive, and the obligations of the Assignee to pay or cause to be paid such Performance-Based Fees with respect to a particular fee-in-lieu agreement shall (x) survive the expiration or termination of this Agreement and (y) continue until such fee-in-lieu agreement expires or is terminated. Notwithstanding any provision of Section 3 01 to the contrary, the liability of the Assignee to fund, directly or indirectly, any Performance-Based Fee payment required hereunder shall be limited to the amount of the associated fee-in-lieu of (ad valorem) tax payment received by the Assignee or by the County on behalf of the Assignee, as applicable.

5 NON-SOLICITATION

The Assignee agrees that, for a period of two (2) years after the termination or expiration of this Agreement for any reason, its shall refrain from, and shall prohibit any political subdivision thereof from, directly or indirectly, (i) inducing or attempting to induce any officer, director or employee of the LINK to leave the employ of the LINK or otherwise sever any relationship therewith, (ii) employ or otherwise engage as an employee, independent contractor or otherwise any such officer, director or employee of the LINK who, within the preceding one (1) year period, has been an officer, director or employee of the LINK, or (iii) in any way interfere with the relationship between the LINK and any officer, director or employee thereof. Assignee and the County further agree that the inclusion in this Agreement of terms of this Section 5 was a material inducement for the agreements by the LINK set forth in Section 3 02 of the Services Agreement, provided, however, that this Section 5 shall not apply to any New Director appointed or caused to be appointed by the County.

6 LIMITATIONS OF LIABILITY, INDEMNITY

The parties hereto acknowledge and agree that, as a result of this Agreement, (a) the sole relationship between the LINK and the Assignee is that of a services provider (i.e., the LINK) and its customer by way of assignment by the County (i.e., the Assignee), and (b) the LINK is engaged and retained solely as an independent contractor to provide services and not as an officer, agent or employee of any of the Assignee, the County or any political subdivision thereof, and therefore, without limiting any express remedies set forth in this Agreement, neither the LINK nor Assignee nor the County shall be liable to each other or any third party for any indirect, consequential, punitive, exemplary or special damages, or any damage to third parties arising out of this Agreement or any breach of this Agreement. The Assignee shall, to the fullest extent permitted by applicable law, indemnify, hold harmless and defend the LINK and the County and any of their respective employees, officers, directors, members, stockholders, committee or board members, agents or representatives from and against any and all liabilities, damages, actions, costs, losses, claims and expenses (including reasonable attorney's fees) ("Claims") arising out of, caused by or resulting from the execution, delivery and/or performance of the Assignee's obligations under this Agreement. Notwithstanding the foregoing sentence, the parties hereto agree that the Assignee is not responsible for any indemnity obligation hereunder to the extent such obligation arises from the negligent or willful acts or omissions of the County or the LINK or any of their respective employees, officers, directors, members, stockholders, committee or board members, agents or representatives. The County shall, to the fullest extent permitted by applicable law, indemnify, hold harmless and defend the Assignee and any employee, officer, director, member, stockholder, committee or board member, agent or representative thereof from and against any and all Claims arising out of, caused by or resulting

from the execution, delivery and/or performance of the County's obligations under this Agreement. Notwithstanding the foregoing sentence, the parties hereto agree that the County is not responsible for any indemnity obligation hereunder to the extent such obligation arises from the negligent or willful acts or omissions of the Assignee or the LINK or any of their respective employees, officers, directors, members, stockholders, committee or board members, agents or representatives.

7 MISCELLANEOUS PROVISIONS

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

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

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

7.04 *Headings and Construction* Section and subsection headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect. Wherever required by the context of the Agreement, the masculine, feminine and neuter gender shall each include the other. The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms. The words "hereof," "herein," "hereto" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section references are to the specific provisions of this Agreement unless otherwise specified. The words "include," "includes" and "including," and words of similar import, shall not be limiting and shall be deemed to be followed by the phrase "without limitation." Unless the context clearly requires otherwise, when used herein the term "or" shall not be exclusive and shall be deemed to mean "and/or."

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

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7 06 *Counterparts, Effectiveness* This Agreement and any amendments, waivers, or supplements may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. This Agreement shall become effective upon the latter to occur of the following dates (a) October 1, 2014, or (b) the last date of execution of this Agreement by the parties hereto.

7 07 *Additional Documents* The parties hereto agree to execute and deliver such additional documents and instruments that are reasonably necessary or appropriate to enforce, effectuate, further the purposes of this Agreement or otherwise carry out its terms.

7 08 *Notices* Any notice shall be conclusively deemed to have been received by a party and be effective on the day on which delivered to such party at the address set forth below (or at such other address as such party shall specify to the other party in writing) or if sent by registered or certified mail, on the third business day after the day on which mailed, addressed to such party at said address.

If to the Assignee
City of West Point, Mississippi
Attention Mayor
204 Commerce St
West Point, MS 39773

With a copy to
Orlando Richmond, Sr
Butler, Snow, O'Mara, Stevens & Cannada, PLLC
Renaissance at Colony Park
1020 Highland Colony Parkway, Suite 1400
Ridgeland, MS 39157

If to the County
Clay County, Mississippi
Attention President, Board of Supervisors
205 Court St
West Point, MS 39773

With a copy to
Robert B Marshall, Jr
Edwards Storey, Marshall, Helveston & Easterling, LLP
P O Box 835
West Point, MS 39773

7 09 *Entire Agreement* This Agreement supersedes all previous contracts and constitutes the entire Agreement between the parties respecting the subject matter, and no oral statements or prior written material not specifically incorporated in this Agreement shall be of any force and effect.

7 10 *Authority and Consents* Each party hereto represents and warrants to the other parties that it has the right, power, legal capacity and authority to enter into this Agreement, and to perform its obligations under this Agreement, and no approvals or consents of any persons not

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a party hereto are necessary in connection therewith. The execution and delivery of this Agreement has been duly authorized by all necessary corporate or governing body action, as applicable, on behalf of each party. This Agreement has been duly and validly executed and delivered by each party hereto to the other, and constitutes the legal, valid and binding agreement of each party and is enforceable in accordance with its terms.

7.11 *Governing Law* This Agreement shall be governed by the laws of the State of Mississippi.

(SIGNATURES ON FOLLOWING PAGE)

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



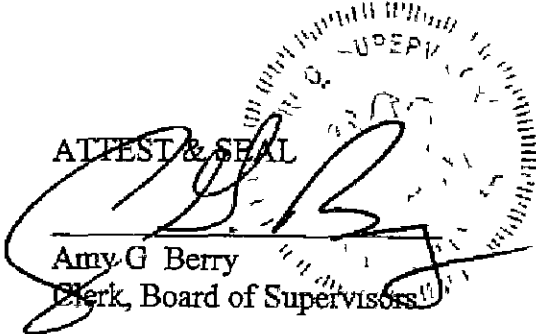
ATTEST & SEAL

Delons Doss
Clerk, Delons Doss

CITY OF WEST POINT, MISSISSIPPI

By Harmon A. Robinson
Name Harmon A Robinson
Title Mayor
Date July 8, 2014

CLAY COUNTY, MISSISSIPPI



ATTEST & SEAL

Amy G Berry
Clerk, Board of Supervisors

By Floyd McKee
Name Floyd McKee
Title President, Board of Supervisors
Date July 10, 2014

**EXHIBIT "A" TO ASSIGNMENT AND ASSUMPTION OF
ECONOMIC DEVELOPMENT SERVICES PURCHASE AGREEMENT**

ECONOMIC DEVELOPMENT SERVICES PURCHASE AGREEMENT

This Economic Development Services Purchase Agreement ("Agreement") is made and entered into by and among the Golden Triangle Development LINK (the "LINK") and Clay County, Mississippi, acting by and through its Board of Supervisors (the "County") and is effective as of the Effective Date (as defined herein)

RECITALS

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

B WHEREAS, during the past several years, the LINK has demonstrated a successful record of attracting and inducing new businesses, including several large manufacturers, to locate in the tri-county area commonly known as Mississippi's Golden Triangle area, and inducing existing businesses to expand their operations resulting in the creation of new jobs, additional tax revenues and other economic benefits in the counties and municipalities comprising such Golden Triangle area, and

C WHEREAS, the County desires to engage the LINK to provide, for the benefit of the County and its citizens, the Economic Development Services (as defined herein) and the LINK desires to accept such engagement and provide such Economic Development Services, subject to the terms and conditions of this Agreement

AGREEMENT

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

1 TERM AND TERMINATION

1 01 *Term*

(a) Initial Term The initial term of this Agreement shall be for a three (3) year period commencing on the Effective Date and ending on the third anniversary of Effective Date, unless this Agreement is terminated prior to the third anniversary of Effective Date pursuant this Agreement (the "Initial Term")

(b) Renewal Terms Upon the expiration of the Initial Term, this Agreement shall automatically renew for an unlimited number of successive one (1) year periods. Each such renewal period shall be referred to herein as a 'Renewal Term'. The word "Term," for purposes

of this Agreement, shall mean the Initial Term, together with any successive Renewal Terms. Notwithstanding the foregoing, in the event that either the County or the LINK elects to not allow the automatic renewal of this Agreement at the expiration of the Initial Term or any successive Renewal Term thereafter, then, at least two (2) years prior to the expiration of the Initial Term or any such Renewal Term, as applicable, it shall so notify the other party of such determination in writing.

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

1.03 *Termination on Notice of a Material Default* In the event that (a) either (i) the LINK shall give written notice to the County that the County has materially defaulted in the performance of any of its obligations under this Agreement, or (ii) the County shall give written notice to the LINK that the LINK has materially defaulted in the performance of any of its obligations under this Agreement, and (b) such material default is not cured within thirty (30) calendar days of the date such notice of default is received, the party providing such notice shall have the right to immediately terminate this Agreement upon the expiration of such thirty (30) day period. For the avoidance of any confusion, a "material default" shall include, *inter alia* (a) in the case of the County, the failure of the County to make or cause to be made any payments required herein to the LINK or, (b) in the case of the LINK, the substantial failure by the LINK to provide the Economic Development Services described in Section 2.01 and/or the failure by the LINK to satisfy its obligations described in Section 2.03 and Section 2.04.

1.04 *Effect of Termination and Expiration* Upon expiration of the Term of this Agreement or termination of this Agreement prior to the expiration of the Term in accordance herewith, no party hereto shall have any further obligations hereunder, except for its obligations arising prior to the date of such expiration or termination, its obligations set forth in Section 7 and the obligations of the County set forth in Section 5.02 and Section 6.

2 LINK SERVICES

2.01 *Economic Development Services* The County hereby agrees to engage and retain the LINK to provide economic development services ("Economic Development Services") as described herein. The LINK agrees to accept such engagement and to provide such Economic Development Services in accordance with the terms and conditions provided in this Agreement. For purposes of this Agreement, such Economic Development Services shall mean those types of services historically provided by the LINK for Lowndes County and the City of Columbus, Mississippi, including, without limitation, the following: (a) workforce development, (b) existing business expansion and retention, (c) new business attraction and development, (d) research and planning and (e) organizational capacity, provided, however, that the LINK shall not provide, and the term "Economic Development Services" shall not be deemed to include, any services with respect to any chambers of commerce, convention and visitors bureaus, main street associations or similar organizations in existence in the County or in any municipality located therein. The LINK shall also identify any work deemed by the LINK to be reasonable and necessary in order to provide the Economic Development Services in accordance herewith, including but not limited to any such work by civil engineers, architects, attorneys, public relations professionals and accountants (collectively, "Support Services"), and the County (or

such Additional Governmental Participant, to the extent applicable) shall be responsible for paying for all such Support Services, or for reimbursing the LINK to the extent the LINK initially engages and pays for any such Support Services), provided that such obligation and liability of the County (or such Additional Governmental Participant, to the extent applicable) to pay for, or reimburse the LINK for its engagement and payment of, any such Support Services shall not exceed Fifty Thousand Dollars (\$50,000 00) in the aggregate during any twelve (12) month period throughout the Term. In the event that the cost of any such Support Services exceeds or is reasonably expected to exceed Fifty Thousand Dollars (\$50,000 00) in the aggregate during any twelve (12) month period throughout the Term, the LINK shall recommend to and request approval by the County (or any Additional Governmental Participant, as defined herein) for, such Support Services, and upon said approval, the County (or such Additional Governmental Participant, to the extent applicable) shall be responsible for authorizing, engaging and providing payment for all such Support Services, provided, however, that the County acknowledges and agrees that the ability of the LINK to provide the Economic Development Services will be materially restricted in the event the County (or Additional Governmental Participant, to the extent applicable) fails to authorize, engage or provide payment for any Support Services identified and recommended by the LINK to be reasonable and necessary in order to provide the Economic Development Services in accordance herewith, and the LINK shall not be liable for any default by the LINK of its obligations hereunder as a result of such failure

2 02 *Relationship of the Parties* The LINK is engaged and retained as an independent contractor and not as an officer, agent or employee of the County or any Additional Participant (as defined herein)

2 03 *LINK Resources* The LINK shall utilize a portion or all, as the LINK determines in its discretion to be needed from time to time, of its personnel, facilities, databases and research in order to provide Economic Development Services to the County (and any Additional Governmental Participant, to the extent applicable) in accordance herewith, provided, that the LINK shall continue throughout the Term to utilize a portion or all, as needed from time to time, of its personnel, facilities, databases and research to continue providing such services to Lowndes County, Mississippi and Oktibbeha County, Mississippi and the surrounding trade area

2 04 *LINK Governance* During the Term hereof, the County shall have the right to appoint or elect or cause to be appointed or elected four (4) directors to the LINK's board of directors (the "New Directors"), and the LINK will, in accordance with its bylaws, appoint or elect or cause to be appointed or elected two (2) individuals from among the New Directors to serve on the LINK's executive committee (the "New Committee Members")

2 05 *Competitive Nature of Services* The parties hereto understand and agree that economic development and the recruitment of new business enterprises into a community is a very competitive undertaking and the decision by a business enterprise to locate a new project or expand an existing facility or operation in a particular area depends upon many subjective factors that are beyond the control or influence of the parties hereto, including without limitation, the LINK. The LINK, therefore, makes no guarantees, representations, or express or implied warranties that the Economic Development Services provided by it in accordance with this Agreement will result in any decision by any business enterprise to locate a new project or

expand an existing facility or operation in the County Without limiting any provision of Section 7, the County further agrees that the LINK shall not, in the performance of its obligations pursuant to this Agreement, be liable to the County any political subdivision thereof or any other person, entity or governmental authority including without limitation any Additional Participant (as defined herein), for any losses, damages, costs or other expenses, whether direct, indirect, consequential or otherwise, which may result from the decision of any business enterprise to not, or the failure of any business enterprise to locate a new project or expand an existing facility or operation in the County, including without limitation the decision by a business enterprise to locate a new project or expand an existing facility or operation in Lowndes County or Oktibbeha County

3 ADDITIONAL PARTICIPATION BY OTHER PARTIES

3 01 *Participation by Private Sponsors* The parties hereto each acknowledge and agree that the provision of the Economic Development Services by the LINK in accordance herewith will benefit the citizens of the County and the surrounding trade area, including private citizens, local businesses, trade groups, etc Without limiting any obligations of either of the parties hereto, the County shall therefore have the right at any time during the Term hereof to solicit, and enter into one or more agreements with, any person or non-governmental entity for the contribution to the County by such person or non-governmental entity of all or a portion of the Annual Services Fee (as defined herein) Any such person or non-governmental entity, which assumes any obligation to pay a portion of the Annual Services Fee shall be referred to herein as a "Private Sponsor" The County shall have the right to delegate to any Private Sponsor the right to appoint one or more of the New Directors Any such contribution by, or delegation to, any Private Sponsor permitted by this paragraph above shall be evidenced by a written agreement between such Private Sponsor and the County, which agreement shall be in substantially the same form attached hereto as Exhibit "A" or as otherwise agreed upon by the parties hereto

3 02 *Assignments to Additional Governmental Participant*

(a) Generally Without limiting any obligations of either of the parties hereto, the County shall also have the right at any time during the Term hereof to direct the LINK to additionally provide the Economic Development Services for the benefit of one or more municipalities located within the County (in each instance, a "City") or one or more industrial development authorities, economic development districts or any other political subdivisions of the County, and in each such instance

(i) the County shall have the right to assign to any such City, or any such industrial development authority, economic development district or other political subdivision of the County the obligation to pay a portion of the Annual Services Fee, subject to the assumption by any such assignee of said payment obligation, and

(ii) the County shall have the right to delegate to any such City, or any such industrial development authority, economic development district or any other political subdivision of the County, the right to appoint one or more of the New Directors,

Any such City or any industrial development authority, economic development district or any other political subdivision of the County, which assumes any obligation to pay a portion of the Annual Services Fee in consideration of the LINK providing, at the direction of the County, the Economic Development Services to such City or industrial development authority, economic development district or other political subdivision of the County shall be referred to herein as an "Additional Governmental Participant". Any such assumption by, or delegations to, any Additional Governmental Participant permitted by subsection (1) or (11) above shall be evidenced by a written agreement between such Additional Governmental Participant and the County, which agreement shall be in substantially the same form attached hereto as Exhibit "B" or as otherwise agreed upon by the parties hereto

4 COUNTY RESPONSIBILITIES

4 01 *Payment of Service Fees* The County shall promptly pay or cause to be paid, as and when due, the Annual Services Fee (as defined in Section 5 01), any Performance-Based Fees (as defined in Section 5 02) and any other fees, costs or expenses required hereunder, including without limitation any fees, costs or expenses for Support Services. Notwithstanding any other agreement with any Private Sponsor or Additional Governmental Participant (collectively, "Additional Participants") requiring any such Additional Participant to pay all or a portion of the Annual Services Fee, the County hereby agrees that it is and shall be solely responsible for the payment of the Annual Services Fee and the failure by any Additional Participant to pay all or a portion of the Annual Services Fee shall in no way limit the obligation of the County to pay the entirety of such fee in full in accordance herewith

4 02 *Contact* The CEO of the LINK shall select from among the New Committee Members one or more individuals to serve as the County's primary point of contact for the LINK. The parties hereto acknowledge and agree that economic development projects and related activities frequently require involvement by both private and public third parties, including without limitation, the Mississippi Development Authority, Tennessee Valley Authority, the Appalachian Regional Commission, the U S Department of Housing and Urban Development, the U S Department of Agriculture, local water and sewer systems and natural gas companies. To minimize any confusion or miscommunications between such third parties with respect to economic development projects, the County agrees that it will, to the extent feasible, request of such third parties that the LINK serve as the initial, and thereafter the primary, point of contact for such third parties during the Term hereof with respect to such economic development projects. The County further agrees that it shall not issue or permit the issuance of any press releases or make or permit the making of any public announcements without first consulting with the LINK regarding such matters and affording the LINK an opportunity to provide any feedback or input with respect thereto

5 ECONOMIC DEVELOPMENT SERVICES FEES

5 01 *Annual Service Fees* The sum of Three Hundred Fifty Thousand Dollars (\$350,000 00) (the "Annual Services Fee") shall be paid to the LINK annually for each year during the Term. The payment of each Annual Services Fee shall be made in periodic installment payments to the LINK each year during the Term of the Agreement as follows

<u>Payment Due Date</u>	<u>Installment Payment Amount</u>
October 1, 2014	\$87,500 00
January 1, 2015	\$87,500 00
April 1, 2015	\$87,500 00
July 1, 2015	\$87,500 00
October 1, 2015	\$87,500 00
January 1, 2016	\$87,500 00
April 1, 2016	\$87,500 00
July 1, 2016	\$87,500 00
October 1, 2016	\$87,500 00
January 1, 2017	\$87,500 00
April 1, 2017	\$87,500 00
July 1, 2017	\$87,500 00

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

5.02 *Performance-Based Fees* The parties hereto acknowledge and agree that among other Economic Development Services to be provided hereunder, the County desires that the LINK, and the LINK agrees to, endeavor to attract and induce significant economic development projects to locate in the County in order to create new jobs, tax revenues and other economic benefits. The LINK shall therefore be entitled to receive, additional performance-based fees equal to five percent (5%) of the amount of any fee-in-lieu of (ad valorem) tax payments received by the County (but not to any public school districts located therein) from any taxpayer that enters into a fee-in-lieu agreement pursuant to (a) Section 27-31-104 of the Mississippi Code of 1972, as amended, or (b) pursuant to any new legislation enacted by the Mississippi Legislature (each a "Performance-Based Fee"). During each year of the term of any such fee-in-lieu agreement, the payment of any Performance-Based Fee shall be payable in full to the LINK, at its principal place of business, within ninety (90) days after the receipt by the County of the related fee-in-lieu of (ad valorem) tax payments from the taxpayer. The County acknowledges and agrees that the entitlement of the LINK to all of the Performance-Based Fees arising from a particular fee-in-lieu agreement accrues on the date such fee-in-lieu agreement is executed by the parties thereto during the Term, and that the rights of the LINK to receive, and the obligations of the County to pay, such Performance-Based Fees with respect to a particular fee-in-lieu agreement shall (x) survive the expiration or termination of this Agreement and (y) continue until such fee-in-lieu agreement expires or is terminated. Notwithstanding any provision of Section 4.01 to the contrary the liability of the County to fund directly or indirectly, any Performance-Based Fee payment required hereunder shall be limited to the amount of the associated fee-in-lieu of (ad valorem) tax payment received by the County.

6 NON-SOLICITATION

As further inducement for the LINK to enter into this Agreement, the County agrees that, for a period of two (2) years after the termination or expiration of this Agreement for any reason, the County shall refrain from, and shall prohibit any political subdivision thereof from, directly or indirectly (i) inducing or attempting to induce any officer, director or employee of the LINK

to leave the employ of the LINK or otherwise sever any relationship therewith, (ii) employ or otherwise engage as an employee, independent contractor or otherwise any such officer, director or employee of the LINK who, within the preceding one (1) year period, has been an officer, director or employee of the LINK, or (iii) in any way interfere with the relationship between the LINK and any officer, director or employee thereof, provided, however, that this Section 6 shall not apply to any New Director appointed or caused to be appointed by the County

7 LIMITATIONS OF LIABILITY, INDEMNITY

The parties hereto acknowledge and agree that, as a result of this Agreement, (a) the sole relationship between the LINK and the County is that of a services provider (*i e*, the LINK) and its customer (*i e*, the County), and (b) the LINK is engaged and retained solely as an independent contractor to provide services and not as an officer, agent or employee of the County or any political subdivision thereof, and therefore, without limiting any express remedies set forth in this Agreement, neither the LINK nor the County shall be liable to each other or any third party for any indirect, consequential, punitive, exemplary or special damages, or any damage to third parties arising out of this Agreement or any breach of this Agreement. The County shall, to the fullest extent permitted by applicable law, indemnify, hold harmless and defend the LINK and any employee, officer, director, member, stockholder, committee or board member, agent or representative thereof from and against any and all liabilities, damages, actions, costs, losses, claims and expenses (including reasonable attorney's fees) ("Claims") arising out of, caused by or resulting from the execution, delivery and/or performance of the County's obligations under this Agreement. Notwithstanding the foregoing sentence, the parties hereto agree that the County is not responsible for any indemnity obligation hereunder to the extent such obligation arises from the negligent or willful acts or omissions of the LINK. The LINK shall, to the fullest extent permitted by applicable law, indemnify, hold harmless and defend the County and each Additional Participant and any employee, officer, director, member, stockholder, committee or board member, agent or representative thereof from and against any and all Claims arising out of, caused by or resulting from the execution, delivery and/or performance of the LINK's obligations under this Agreement. Notwithstanding the foregoing sentence, the parties hereto agree that the LINK is not responsible for any indemnity obligation hereunder to the extent such obligation arises from the negligent or willful acts or omissions of the County or an Additional Participant, or any of their respective employees, officers, directors, members, stockholders, committee or board members, agents or representatives.

8 MISCELLANEOUS PROVISIONS

8.01 *Future Legislation* The parties hereto understand and agree that, while the County has the authority to enter into an agreement with a service provider such as the LINK to purchase services therefrom such as the Economic Development Services described herein, any such agreement may be subject to the general laws of the State of Mississippi which permit a subsequent board of supervisors of the County (evidenced by a change in the identity of more than half of the supervisors in office on the Effective Date hereof) to void such an agreement. Consequently, the parties hereto further understand and agree that one or more local and private bills or general law bills may be submitted to the Mississippi Legislature for consideration thereby in 2015, which bill or bills shall be intended to authorize the entering into by the County of this Agreement with the LINK for no less than the full Term hereof, and the board of

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supervisors of the County, by authorizing the execution and delivery of this Agreement by the County, hereby agree to ratify this Agreement following the enactment of any such bill by the Mississippi Legislature

8 02 *Amendment* The parties hereto may amend, modify or supplement this Agreement in such manner as may be agreed upon, but only by an instrument in writing executed by the parties to this Agreement. Neither this Agreement nor any term or provision may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought and then such change, waiver, discharge or termination shall be effective only for the time and to the extent set forth in writing.

8 03 *Failure or Indulgence Not a Waiver Cumulative Remedies* No failure or delay on the part of a party to this Agreement to exercise any power, right or privilege under this Agreement shall impair such power, right or privilege or be construed to be a waiver of any default or acquiescence therein nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other right, power or privilege. All rights and remedies existing under this Agreement are cumulative to and not exclusive of any rights or remedies otherwise available.

8 04 *Severability* In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction shall not in any way be effected or impaired.

8 05 *Headings and Construction* Section and subsection headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect. Wherever required by the context of the Agreement, the masculine, feminine and neuter gender shall each include the other. The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms. The words "hereof," "herein," "hereto" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section references are to the specific provisions of this Agreement unless otherwise specified. The words "include," "includes" and "including," and words of similar import, shall not be limiting and shall be deemed to be followed by the phrase "without limitation." Unless the context clearly requires otherwise, when used herein the term "or" shall not be exclusive and shall be deemed to mean "and/or."

8 06 *Successors and Assigns* This Agreement shall be binding upon the parties hereto and their respective successors, assigns, executors, administrators and others in privity.

8 07 *Counterparts, Effectiveness* This Agreement and any amendments, waivers, or supplements may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. This Agreement shall become effective upon the latter to occur of the following dates: (a) October 1, 2014, or (b) the last date of execution of this Agreement by the parties hereto.

8 08 *Additional Documents* The parties hereto agree to execute and deliver such additional documents and instruments that are reasonably necessary or appropriate to enforce, effectuate, further the purposes of this Agreement or otherwise carry out its terms

8 09 *Notices* Any notice shall be conclusively deemed to have been received by a party and be effective on the day on which delivered to such party at the address set forth below (or at such other address as such party shall specify to the other party in writing) or if sent by registered or certified mail, on the third business day after the day on which mailed, addressed to such party at said address

If to the LINK Golden Triangle Development LINK
Attention Chief Executive Officer
P O Box 1328
Columbus, MS 38702

With a copy to Christopher S Pace
Jones Walker LLP
190 East Capitol Street, Suite 800
Jackson, MS 39201

If to the County Clay County, Mississippi
Attention President, Board of Supervisors
205 Court Street
West Point, MS 39773

With a copy to Robert B Marshall, Jr
Edwards, Storey, Marshall, Helveston & Easterling, LLP
P O Box 835
West Point, MS 39773

8 10 *Entire Agreement* This Agreement supersedes all previous contracts and constitutes the entire Agreement between the parties respecting the subject matter, and no oral statements or prior written material not specifically incorporated in this Agreement shall be of any force and effect.

8 11 *Authority and Consents* Each party hereto represents and warrants to the other parties that it has the right, power, legal capacity and authority to enter into this Agreement, and to perform its obligations under this Agreement, and no approvals or consents of any persons not a party hereto are necessary in connection therewith. The execution and delivery of this Agreement has been duly authorized by all necessary corporate or governing body action, as applicable, on behalf of each party. This Agreement has been duly and validly executed and delivered by each party hereto to the other, and constitutes the legal, valid and binding agreement of each party and is enforceable in accordance with its terms

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8 12 *Governing Law* This Agreement shall be governed by the laws of the State of Mississippi

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

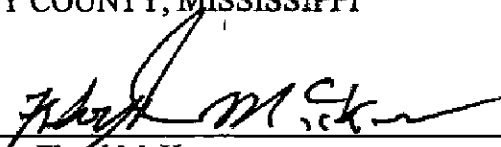
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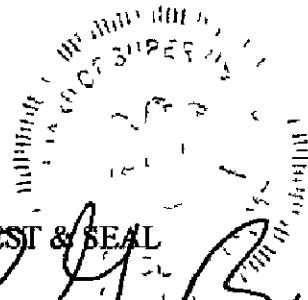
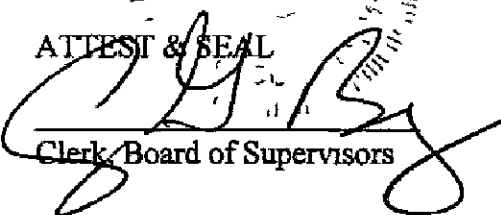
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GOLDEN TRIANGLE DEVELOPMENT LINK

By _____
Name Joe Max Higgins
Title Chief Executive Officer
Date _____, 2014

CLAY COUNTY, MISSISSIPPI

By 
Name Floyd McKee
Title President, Board of Supervisors
Date July 10, 2014


ATTEST & SEAL

Clerk, Board of Supervisors


NO _____

**IN THE MATTER OF APPROVING AND AUTHORIZING THE PRESIDENT TO
EXECUTE THE INTERLOCAL COOPERATION AGREEMENT AMONG EAST
MISSISSIPPI COMMUNITY COLLEGE, CLAY COUNTY MISSISSIPPI, LOWDNES
COUNTY, MISSISSIPPI, AND OKTIBBEHA COUNTY, MISSISSIPPI**

There came on this day for consideration the matter of approving and authorizing the President to execute the Interlocal Cooperation Agreement among East Mississippi Community College, Clay County, Mississippi, Lowndes County, Mississippi, and Oktibbeha County, Mississippi

After motion by R B Davis and Shelton Deanes this board doth vote unanimously to approve and authorize the President to execute the Interlocal Cooperation Agreement among East Mississippi Community College, Clay County, Mississippi, Lowndes County, Mississippi, and Oktibbeha County, Mississippi as attached hereto as Exhibit A

SO ORDERED this the 10th day of July, 2014



President

00 0104

RESOLUTION OF THE BOARD OF SUPERVISORS OF CLAY COUNTY,
MISSISSIPPI, AUTHORIZING A MILLAGE INCREASE FOR THE BENEFIT
OF EAST MISSISSIPPI COMMUNITY COLLEGE AND THE EXECUTION
OF AN INTERLOCAL AGREEMENT

The Board of Supervisors (the "Board") of Clay County, Mississippi ("County") hereby finds, adjudicates and determines as follows

1 WHEREAS, during the past several years, the tri-county area commonly known as Mississippi's Golden Triangle area (the "Golden Triangle"), which area includes the County, has attracted several new businesses, including several large manufacturers, to locate in the Golden Triangle, and induced several existing businesses to expand their operations resulting in the creation of new jobs, additional tax revenues and other economic benefits in the counties and municipalities comprising such Golden Triangle

2 WHEREAS, the location of new businesses and the expansion of existing businesses in the Golden Triangle have created a need for a workforce trained to work in a technology-driven manufacturing environment

3 WHEREAS, the Golden Triangle campus of East Mississippi Community College at Mayhew ("EMCC") has committed to construct a new state-of-the-art facility within the Golden Triangle to be known as the Golden Triangle Center for Manufacturing Technology Excellence (the "CMTE"), the cost of construction of which is estimated to be between \$35-40 million

4 WHEREAS, one of the primary purposes of the CMTE will be to train its students for employment in a technology-driven manufacturing environment

5 WHEREAS, in order to finance a portion of the construction of the CMTE, EMCC may issue bonds (the "CMTE Bonds") pursuant to Section 37-29-103 of the Mississippi Code of 1972, as amended (the "Code"), such CMTE Bonds to mature fifteen years after the issue date (the "CMTE Bond Term")

6 WHEREAS, in order promote the training of a workforce with the skills necessary to work in a technology-driven manufacturing environment and to assist EMCC with the payment of annual debt service on the CMTE Bonds, the Board now finds and determines that it would be in the best interest of the County and its citizens for the Board to approve an increase to the tax millage on property within the County for the benefit of EMCC pursuant to Section 37-29-141 of the Code in an amount sufficient to generate \$ 66,666 67 of incremental tax revenue for each year of the CMTE Bond Term and not to exceed \$1,000,000 in the aggregate during the CMTE Bond Term to fund a portion of the annual debt service payments due on the CMTE Bonds, but in no instance in an amount greater than that which is authorized by the Code (the "Required Millage")

7 WHEREAS, in order to ensure the support and cooperation of the various local governments within the Golden Triangle, the Board now finds and determines that it would be in the best interest of the County and its citizens for the Board to approve and execute an Interlocal Agreement for and on behalf of the County, in substantially the form attached hereto as Exhibit "A" (the "Interlocal Agreement"), and to perform the obligations of the County and the County Tax Assessor pursuant thereto

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD, ACTING FOR AND ON BEHALF OF THE COUNTY, AS FOLLOWS

SECTION 1 Authorization of Property Tax Millage Increase The Required Millage is hereby approved to be effective as of January 1, 2015, provided, however, that such approval of the Required Millage is expressly conditioned upon the execution of the Interlocal Agreement by each of the parties listed as signatories thereto and upon the issuance of the CMTE Bonds by EMCC to fund a portion of the construction of the CMTE

SECTION 2 Authorization of Interlocal Agreement The Interlocal Agreement is hereby approved, and the President and the Clerk of the Board are hereby authorized to execute and deliver the Interlocal Agreement under the seal of the County for and on behalf of the County, in substantially the form attached hereto as Exhibit "A" with such completions, changes, insertions and modifications as shall be approved by the officers of the County executing and delivering the same, the execution thereof by such officers to be conclusive evidence of such approval, all provisions of the Interlocal Agreement, when executed as authorized herein, shall be deemed to be a part of this resolution as fully and to the extent as if separately set out verbatim herein, and in the event of any conflict between the provisions of this resolution and the provisions of the Interlocal Agreement, the provisions of the Interlocal Agreement shall govern

SECTION 3 Authority of Agents The members of the Board, the President of the Board, the Clerk of the Board and the attorneys and/or other agents or employees of the County, including, without limitation, the Tax Assessor, are hereby authorized to do all things and to execute such instruments which are required of them or contemplated in the Interlocal Agreement or which any such member, clerk, attorney, agent or employee of the County deems necessary or desirable to effect the purposes of or to enable the County to perform its obligations hereunder or thereunder

SECTION 4 Captions The captions or headings of this resolution are for convenience only and in no way define, limit or describe the scope or intent of any provision of these resolutions

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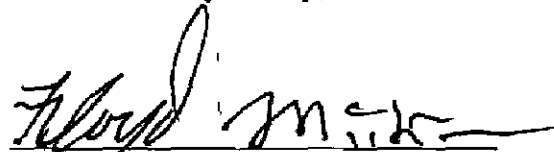
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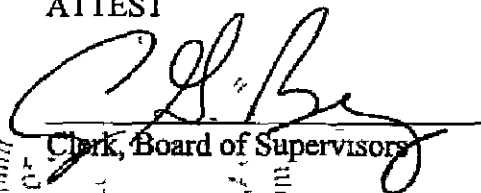
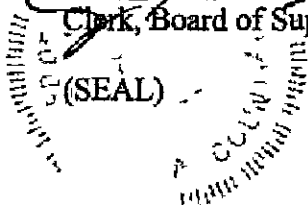
After discussion, Supervisor Luke Lummus moved and Supervisor Lynn Horton seconded the motion to adopt the foregoing resolution and, the question being put to a roll call vote, the result was as follows

Supervisor Horton	voted AYE
Supervisor Lummus	voted AYE
Supervisor Davis	voted AYE
Supervisor Deanes	voted AYE
Supervisor McKee	voted AYE

The motion having received the affirmative vote of a majority of the Supervisors present, the motion was declared passed by the President on this the 10th day of July, 2014


President, Board of Supervisors

ATTEST


Clerk, Board of Supervisors
(SEAL)


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**INTERLOCAL COOPERATION AGREEMENT AMONG
EAST MISSISSIPPI COMMUNITY COLLEGE, CLAY COUNTY, MISSISSIPPI,
LOWNDES COUNTY, MISSISSIPPI AND OKTIBBEHA COUNTY, MISSISSIPPI**

This Interlocal Cooperation Agreement (this "Agreement") dated as of the _____ day of _____, 2014, is entered into by and among East Mississippi Community College, acting by and through its Board of Trustees ("EMCC"), Clay County, Mississippi, acting by and through its Board of Supervisors ("Clay"), Lowndes County, Mississippi, acting by and through its Board of Supervisors ("Lowndes") and Oktibbeha County, Mississippi, acting by and through its Board of Supervisors ("Oktibbeha," and together with Clay and Lowndes, each a "County" and collectively, the "Counties" and the Counties, together with EMCC, shall each be referred to herein as a "Party" and collectively as the "Parties")

R E C I T A L S

WHEREAS, during the past several years, the tri-county area commonly known as Mississippi's Golden Triangle area (the "Golden Triangle"), which area includes the Counties; has attracted several new businesses, including several large manufacturers, to locate in the Golden Triangle, and induced several existing businesses to expand their operations resulting in the creation of new jobs, additional tax revenues and other economic benefits in the counties and municipalities comprising such Golden Triangle,

WHEREAS, the location of new businesses and the expansion of existing businesses in the Golden Triangle have created a need for a workforce trained to work in a technology-driven manufacturing environment,

WHEREAS, the Golden Triangle Campus of EMCC at Mayhew has committed to construct a new state-of-the-art facility within the Golden Triangle to be known as the Golden Triangle Center for Manufacturing Technology Excellence (the "CMTE"), the cost of construction of which is estimated to be between \$35-40 million,

WHEREAS, one of the primary purposes of the CMTE will be to train its students for employment in a technology-driven manufacturing environment,

WHEREAS, in order to finance a portion of the construction of the CMTE, EMCC may issue bonds (the "CMTE Bonds") pursuant to Section 37-29-103 of the Mississippi Code of 1972, as amended (the "Code"), such CMTE Bonds to mature fifteen years after the issue date (the "CMTE Bond Term"),

WHEREAS, the Counties desire to assist EMCC with the payment of debt service on the CMTE Bonds, and

WHEREAS, the Parties desire to enter into this Agreement to set forth the terms by which the Counties will assist EMCC with the payment of debt service on the CMTE Bonds

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

1 Tax Millage Increases Each County hereby agrees to approve tax millage increases, as necessary, on property within such County for the benefit of EMCC pursuant to Section 37-29-141 of the Code in an amount sufficient to generate no less than the following annual incremental tax revenues for each year of the CMTE Bond Term (the "Required Millage"), such amounts to be used by EMCC solely for the purpose of paying debt service on the CMTE Bonds issued to fund a portion of the construction of the CMTE

Clay- Sixty-Six Thousand Six Hundred Sixty-Six and 67/100 Dollars (\$66,666 67) for each year of the CMTE Bond Term and not to exceed One Million and NO/100 Dollars (\$1,000,000 00) in the aggregate during the CMTE Bond Term,

Lowndes- Six Hundred Sixty-Six Thousand Six Hundred Sixty-Six and 67/100 Dollars (\$666,666 67) for each year of the CMTE Bond Term and not to exceed Ten Million and NO/100 Dollars (\$10,000,000 00) in the aggregate during the CMTE Bond Term,

Oktibbeha- One Hundred Sixty-Six Thousand Six Hundred Sixty-Six and 67/100 Dollars (\$166,666 67) for each year of the CMTE Bond Term and not to exceed Two Million Five Hundred Thousand and NO/100 Dollars (\$2,500,000 00) in the aggregate during the CMTE Bond Term

2 Request to Remove Millage The Parties acknowledge that an initial tax millage increase for the benefit of EMCC to fund a portion of the annual debt service payments due on the CMTE Bonds will be necessary during the first year of this Agreement in each County to satisfy such County's Required Millage obligations described in Section 1 hereof, but for each year thereafter, as property values likely increase, each County may be able to reduce such County's Required Millage to the extent such reduced Required Millage still results in the annual incremental tax revenue required by Section 1 hereof EMCC hereby acknowledges and agrees that, during any year of the CMTE Bond Term, each County may adjust the Required Millage within such County, including decreases to the then current Required Millage, provided, however, that any such adjustments shall continue to satisfy such County's annual incremental tax revenue requirements set forth in Section 1 hereof In consideration of the foregoing and by executing this Agreement, EMCC is hereby deemed to request and consent to such subsequent adjustments to the Required Millage, including decreases to the then current Required Millage to the extent that

such reduction continues to satisfy the annual incremental tax revenue requirements set forth in Section 1 hereof, in accordance with Section 37-29-141 of the Code and further agrees to, at the request of any County, make such subsequent request to adjust the Required Millage directly to said County. Within thirty (30) days following the final payment by EMCC of the debt service payments on the CMTE Bonds, EMCC shall submit a request to the respective Board of Supervisors for each County to reduce the tax millage set aside for the benefit of EMCC by amounts equal to the current Required Millage in each County in accordance with Section 37-29-141 of the Code.

3 Duration This Agreement shall remain in full force and effect until EMCC has satisfied its obligations under Section 2 of this Agreement, at which time it will automatically terminate, unless earlier terminated by written agreement of the Parties.

4 No Future Funding Required EMCC hereby represents and warrants that EMCC has or will have sufficient funds to construct the CMTE and to operate the CMTE at all times after its completion without the need for any additional funding from the Counties in connection with the CMTE except for those funds as provided for in Section 1 hereof.

5 Future Legislation The Parties understand and agree that, while the Parties have the authority to enter into an agreement such as this Agreement, any such agreement may be subject to the general laws of the State of Mississippi which permit a subsequent board of the Party (evidenced by a change in the identity of more than half of the board members in office on the date hereof) to void such an agreement. Consequently, the Parties hereto further understand and agree that one or more local and private bills or general law bills may be submitted to the Mississippi Legislature for consideration thereby, which bill or bills shall be intended to authorize the entering into by the Parties of this Agreement for no less than the full term hereof, and the boards of the Parties, by authorizing the execution and delivery of this Agreement by the Parties, hereby agree to ratify this Agreement following the enactment of any such bill by the Mississippi Legislature to the extent authorized by applicable law.

6 Amendment The parties hereto may amend, modify or supplement this Agreement in such manner as may be agreed upon, but only by an instrument in writing executed by all of the Parties.

7 Headings and Construction Section and subsection headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect. Wherever required by the context of the Agreement, the masculine, feminine and neuter gender shall each include the other. The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms. The words "hereof," "herein," "hereto" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section references are to the specific provisions of this Agreement unless otherwise specified. The words "include," "includes" and "including,"

In witness whereof, the undersigned have caused this Agreement to be executed with full authority so to do

EAST MISSISSIPPI COMMUNITY COLLEGE

By _____
Title President

CLAY COUNTY, MISSISSIPPI

By Floyd McK
Title President, Board of Supervisors

LOWNDES COUNTY, MISSISSIPPI

By _____
Title President, Board of Supervisors

OKTIBBEHA COUNTY, MISSISSIPPI

By _____
Title President, Board of Supervisors

00 0113

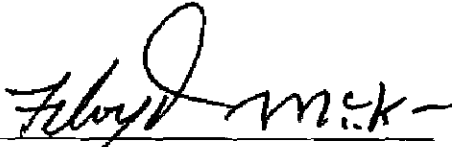
NO _____

**IN THE MATTER OF AUTHORIZING AND APPROVING THE INVOICE FOR THE
ELEVATED WATER STORAGE TANK PROJECT AT THE YOKOHAMA
INDUSTRIAL SITE**

There came on this day for consideration the matter of authorizing and approving the invoice for the Elevated Water Storage Tank Project at the Yokohama Industrial Site

After motion by Shelton Deanes and second by Lynn Horton this Board doth vote unanimously authorize and approve to pay the invoice as attached hereto as Exhibit A in the amount of \$67,531 54 for the Elevated Water Storage Tank Project at the Yokohama Industrial Site

SO ORDERED this the 10th day of July, 2014



President

00 0114

Memorandum

To Clay County Board of Supervisors
From Phylis Benson, Golden Triangle Planning & Development District
Date 07/10/2014
Re 1,000,000 Gallon Elevated Tank, Prairie Belt Powersite

The City of West Point, at the July 8, 2014 Meeting of the Mayor and Board of Selectmen, will approve the following invoices pertaining to the Prairie Belt Power Site Elevated Storage Water Tank.

4-D Construction	Invoice # PP #6	Invoice Amount \$ 6,024 80
Landmark Structures	Invoice # PP #7	Invoice Amount \$84,046 50
Calvert-Spradling Engineers	Invoice # 070214T	Invoice Amount \$ 6,168 60

This project is funded in part by the Appalachian Regional Commission (ARC) under Contract Number 7716 between the City of West Point and the Tennessee Valley Authority (TVA) \$28,708.37 (29.83%) will be paid by TVA. The City of West Point requests that the balance, \$67,531.54 (70.17%) be paid by local funds provided by the Clay County Bonds as outlined in the April 29, 2013 Memorandum of Understanding.

Vendor	TVA (ARC #7716)	Clay County Bond	West Point Cap Loan	TOTAL
4 D Construction	\$ 1,797.20	\$ 4,227 60	-0-	\$ 6 024 80
Landmark Structures	\$25,071 07	\$58,975 43	-0-	\$84,046 50
Calvert-Spradling Engineers	\$ 1 840 09	\$ 4,328 51	-0-	\$ 6,168 60
TOTAL	\$28 708 36	\$67,531 54	-0-	\$96,239 90

Should you have any questions or need additional information, please contact this office at (662) 320-2007

00 0115

City of West Point
 Yokohama Tire Project
 July 8, 2014

Elevated Water Tank

Vendor	Invoice #	Invoice Total	Local	ARC Grant
4-D Construction	PP #6	\$ 6,024 80	\$ 4,227 60	\$ 1,797.20
Landmark	PP #7	\$84,046 50	\$58,975 43	\$25,071 07
Calvert-Spradling Eng	070214T	\$ 6,168 60	\$ 4,328 51	\$ 1,840 09

Water/Waste Water Extension

Vendor	Invoice #	Invoice Total	CAP Loan	ARC Grant
KAJACS Contractors				
Calvert-Spradling Eng				

Water/Waste Water Extension

Vendor	Invoice #	Invoice Total	CAP Loan	ARC Grant
KAJACS Contractors				
Calvert-Spradling Eng				

Contractor's Application for Payment No. 6

Application Period 5/28/2014 06/25/2014		Application Date 6/25/2014
To (Owner) City of West Point	From (Contractor) 4-D Construction, Inc.	Via (Engineer) Calvert Sprodding Engineers, Inc.
Project: TRIATHLON WATER STORAGE	Contract PART 2 BOOSTER PUMP STATION	
Owner's Contract No.	Contractor's Project No.	Engineer's Project No. CSE #113065

Application For Payment
Change Order Summary

Approved Change Orders				
Number	Additions	Deductions		
1	\$165,500.00		1 ORIGINAL CONTRACT PRICE	\$ 235,996.25
			2 Net change by Change Orders	\$ 165,500.00
			3 Current Contract Price (Line 1 ± 2)	\$ 401,496.25
			4 TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)	\$ 270,809.70
			6 RETAINAGE	
			a. 5% X 267,514.70 Work Completed	\$ 13,375.74
			b. 5% X 53,295.00 Stored Material	\$ 1,647.50
			c. Total Retainage (Line 5a + Line 5b)	\$ 15,023.24
			6 AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	\$ 255,786.46
			7 LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$ 251,244.41
			8 AMOUNT DUE THIS APPLICATION	\$ 4,542.05 *
			9 BALANCE TO FINISH PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)	\$ 144,227.04
TOTALS	\$165,500.00		*LOCAL	70.17% \$4,227.60
NET CHANGE BY CHANGE ORDERS		\$165,500.00	ARC	29.83% 1,797.20
			Payment of	\$ 6,024.80

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: Sandra Olney Date: 6/25/2014

Payment of \$ 6,024.80
(Line 8 or other - attach explanation of the other amount)

is recommended by: [Signature] (Engineer) Date: 7/1/14

Payment of \$ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Owner) (Date)

Approved by: _____ (Date)
Funding Agency (if applicable)

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Endorsed by the Construction Specifications Institute



Calvert-Spradling ENGINEERS, INC.

301 HWY 45N, STE 5
P O DRAWER 1078
WEST POINT, MS 39773
662 / 494-7101

INVOICE TO

City of West Point
P O Box 1117
West Point MS 39773

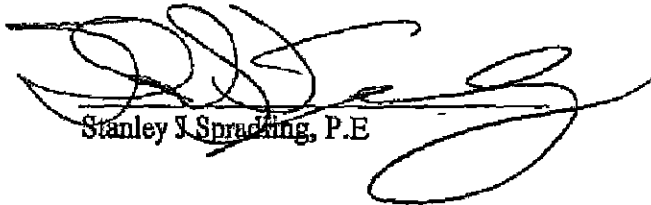
July 2, 2014
Invoice number 070214T

Engineering Services CSE Project # 213065
Part 1 1,000,000 Gallon Elevated Tank-Landmark Structures
Part 2 Booster Pump Station-4 D Const Co
Part 3 Electrical & Controls- To be Bld
Prairie Belt Powersite

Engineering	Phase Amount	Phase Percent	Percent Complete	Amount
Design/Bid	\$172,224 00	80%	100	\$172,224 00
Construction	32,292 00	15%	70	22,604 40
As-Built	<u>10,764 00</u>	5%	0	<u>0 00</u>
Total Engineering	\$215,280 00			\$194,828 40
Resident Inspection	91,080 00		70	63,756 00
				Amount Due \$ 258,584 40
				Less Previous Payments <u>252,415 80</u>
				AMOUNT DUE \$ 6,168 60*

*Local 70 17% \$ 4,328 51
ARC 29 83 1,840 09
\$ 6,168 60

Approved



Stanley J. Spradling, P.E.

0119

NO _____

**IN THE MATTER OF AUTHORIZING AND APPROVING TO APPLY FOR THE
SMALL MUNICIPALITIES AND LIMITED POPULATION GRANT PROGRAM**

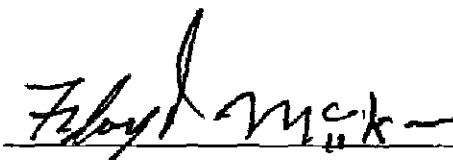
There came on this day for consideration the matter of authorizing and approving to apply for the Small Municipalities and Limited Population Grant Program

It appears to this Board the deadline to apply for the Small Municipalities and Limited Population Grant Program is July 31, 2014 and Clay County has an eligible project with regard to the constructing and paving of the recently acquired parking area adjacent to the Clay County Courthouse, formerly known as the site of the Calvert Funeral Home, and,

It appears to this Board confirmation has been received and attached hereto as Exhibit A from the Office of State Auditor with regard to utilizing the \$230,000 Note proceeds as matching grant funds for the grant due to the purpose of the grant being the same as the purpose for issuing the said Notes

After motion by Luke Lummus and second by R B Davis this Board doth vote unanimously to authorize and approve to apply for the Small Municipalities and Limited Population Grant Program for the purposes of constructing and paving of the recently acquired parking area adjacent to the Clay County Courthouse, formerly known as the site of the Calvert Funeral Home

SO ORDERED this the 10th day of July, 2014



President

0120

**A RESOLUTION
AUTHORIZING CLAY COUNTY
TO COMMIT FUNDS OTHER THAN SMLPC FUNDS
TO A PROJECT UNDER THE
MISSISSIPPI SMALL MUNICIPALITY LIMITED POPULATION COUNTY (SMLPC)
GRANT PROGRAM**

WHEREAS, the State of Mississippi has funds available under the Mississippi Small Municipality Limited Population County Grant (SMLPC) Program for cities, towns and counties to address public facility and economic development needs, and


WHEREAS, citizens of Clay County have specific community development needs and problems which can be corrected or alleviated by using grant funds under the Mississippi Small Municipality Limited Population County Grant Program, and

WHEREAS, the President and Board of Supervisors of Clay County intend to leverage Mississippi SMLPC funds with other funds in order to provide maximum use of Program funds,


NOW, THEREFORE, BE IT RESOLVED, that Clay County, does hereby commit, \$40,000 to be derived from inkind services and the general fund for downtown improvements, more specifically, construction of a public parking lot located behind the Clay County Courthouse at 113 East Broad Street, West Point, Mississippi

SO ORDERED, THIS the 10th DAY OF JULY 2014, BY THE CLAY COUNTY BOARD OF SUPERVISORS IN REGULAR SESSION

CLAY COUNTY


Floyd McKee, President

ATTEST


Amy G. Berry, Chancery Clerk

0121

RESOLUTION OF AUTHORIZATION

The Board of Supervisors (the "Board") acting for and on behalf of Clay County, Mississippi, (the "County") took up for consideration the matter of authorizing and approving a grant on behalf of the County from the Mississippi Development Authority (the "MDA") for the purpose of constructing and paving a parking lot related to downtown improvements at the Clay County Courthouse and thus enhancing economic development through the creation of jobs

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

RESOLUTION OF THE BOARD OF SUPERVISORS OF CLAY COUNTY, MISSISSIPPI, TO AUTHORIZE AND APPROVE THE PRESIDENT OF THE BOARD, ON BEHALF OF THE COUNTY ENTERING INTO A GRANT AGREEMENT WITH THE MISSISSIPPI DEVELOPMENT AUTHORITY IN ORDER TO RECEIVE A GRANT ON BEHALF OF THE COUNTY FROM THE MISSISSIPPI DEVELOPMENT AUTHORITY IN AN AMOUNT NOT TO EXCEED ONE HUNDRED AND FIFTY THOUSAND DOLLARS (\$150,000) FOR THE PURPOSE OF CONSTRUCTING AND PAVING A PARKING LOT RELATED TO DOWNTOWN IMPROVEMENTS AT THE CLAY COUNTY COURTHOUSE THUS ENHANCING ECONOMIC DEVELOPMENT THROUGH THE CREATION OF JOBS

WHEREAS, the Advantage Mississippi Initiative Senate Bill 2002, 2nd Extraordinary Session 2000 created a special fund in the State Treasury called the "Small Municipalities and Limited Population Counties Fund" The Mississippi Development Authority ("MDA") has established a grant program for grants to small municipalities and limited population counties or natural gas districts created by law and contained therein to assist in completing projects, and

WHEREAS, pursuant to Section 57-1-18 of the MS Code of 1972 (the "Act") the Small Municipalities and Limited Population Counties Program, MDA is authorized to make a grant to the County for the purpose of constructing and paving a parking lot related to the Clay County Courthouse and thus enhancing economic development through the creation of jobs, and ultimately enhancing the quality of life in order to attract additional industry and

WHEREAS, pursuant to the Act and the guidelines adopted by MDA, the County has filed an application with MDA for a grant to construct and pave a parking lot related to the Clay County Courthouse and,

WHEREAS, based on the application, the Act and the guidelines, MDA has agreed to

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provide a grant to the County for the purposes set forth, and

WHEREAS, before the grant can be processed, a Grant Agreement must be entered into by the County and MDA, setting out the terms and conditions of the grant

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY, AS FOLLOWS

Section 1 That all of the findings of fact made and set forth in the preamble to this resolution shall be and the same are hereby found, declared, and adjudicated to be true and correct

Section 2 That the Board of Supervisors of Clay County, Mississippi, is now fully authorized and empowered under the provisions of Sections 57-1-18, of the Mississippi Code of 1972 to proceed with the execution of the Grant Agreement with MDA

Section 3 That the President and Clerk of the Board are hereby authorized and directed to execute any and all documents and certificates as may be necessary in order to consummate the transaction contemplated by the resolution and upon execution, each of the documents and certificates shall be legal, valid, and binding obligations of the County enforceable in accordance to the terms of each


Supervisor R B Davis seconded the motion to adopt the foregoing Resolution, and the vote thereupon was as follows

Supervisor Lynn Horton	voted	Yea
Supervisor Luke Lummus	voted	Yea
Supervisor R B Davis	voted	Yea
Supervisor Shelton Deanes	voted	Yea
Supervisor Floyd McKee	voted	Yea

The motion having received the foregoing vote of the Governing Body, the President declared the motion carried and the Resolution adopted, on this the 10th day of July, 2014

(SEAL)

**PRESIDENT, BOARD OF SUPERVISORS
CLAY COUNTY, MISSISSIPPI**



AMY G. BERRY
CHANCERY CLERK



FLOYD MCKEE
PRESIDENT OF BOARD

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Intentionally**

0124

Amy Berry

From Ronald Robinson <Ronald.Robinson@osa.ms.gov>
Sent Thursday, June 26, 2014, 5:24 PM
To aberry@claycounty.ms.gov
Cc Tech Assist Staff, Patrick Dendy, Brad White
Subject Grant and Loan Procedures

Amy Berry, Chancery Clerk – Clay County – Grants and Loans – 6/26/14

Amy, Eddie asked me to respond to your question

I am not sure which authority the county used to issue the loans. I will assume Sections 19-9-1 (a) and 17-21-51, Mississippi Code.

The resolution associated with the loan defines how the loan proceeds may be used. If construction of the parking lot (at the court house) is within the scope of the resolution, it is a qualified expenditure.

As for the grant, Section 19-3-41 (9) allows the Board of Supervisors to comply with any provisions of a grant to accomplish a function of county government. Barring any prohibition in the grant agreement, a county may use borrowed money as matching money.

Section 27-105-367 (3) requires surplus bond proceeds (all debt, Sec. 1-3-3) to be transferred to the debt service fund for repayment of the associated debt.

If the loan resolution does not provide for the "courthouse" parking lot, the loan balance must be used to pay the debt. If necessary, a new loan could be made for the purpose of matching the grant and paying for constructing the additional parking lot (if it is additional to the scope of the original loan).

In other words, yes, subject to the facts.

See cited Mississippi Code Sections at web site <http://www.lexisnexis.com/hottopics/mscode/>

This is not an official advisory opinion. However, I hope the information is helpful.

Ronald Robinson – Technical Assistance – (800) 321-1275

From Amy Berry <aberry@claycounty.ms.gov>
Date June 26, 2014 at 3:58:44 PM CDT
To "W. Edward Smith" <Eddie.Smith@osa.ms.gov>
Subject Note Proceeds

In February 2014, the board voted to issue notes to acquire properties (2 lots), build a voting precinct, and pave a parking lot. We issued the notes all is well. The county has acquired both lots and built the

voting precinct Now, we are ready to pave lot #2 which is going to be used for additional parking here at the court house I just received a phone call from our planning and development stating the County could be eligible for a small population limited something kind of grant Anyway, my questions is this, could the Board approve to apply for the grant which to pave the parking lot? The Grant pays 75% of the paving cost and the county would be responsible for 25% Would it be allowable to use the note proceeds as the 25% grant match money to pave the parking lot (additional parking area) Any excess note funds not used due to the county qualifying for a grant could be then be used to retire the said debt (pay it off) Would that be allowable? Thanks so much!!

Amy Berry
Chancery Clerk
Clay County, MS
P O Box 815
West Point, MS 39773
(662) 494-3124
(662) 492-4059 FAX
aberry@claycounty.ms.gov

0128

**MISSISSIPPI SMALL MUNICIPALITIES
AND
LIMITED POPULATION COUNTIES GRANT
PROGRAM**



**2014
GUIDELINES**

0127

SMALL MUNICIPALITIES AND LIMITED POPULATION COUNTIES GRANT PROGRAM (SMLPC)

The Mississippi Small Municipalities and Limited Population Counties Grant Program (SMLPC), administered by the Mississippi Development Authority (MDA), is designed for making grants to small municipalities and limited population counties or natural gas districts ("Local Sponsors") to finance projects to promote economic growth in the State of Mississippi ("State"). Funding for grants to Local Sponsors is derived from appropriations or funds otherwise made available by the State Legislature.

ELIGIBILITY

Eligible Applicants

A small municipality or limited population county must submit an application to MDA. An eligible municipality, county and gas district is defined as follows:

- **Small Municipality** - means a municipality in the State of Mississippi with a population of ten thousand (10,000) or less according to the most recent federal decennial census at the time the application is submitted by the municipality. The term "small municipality" also includes a municipal historical hamlet as defined in Section 17-27-5 of the Mississippi Code of 1972.
- **Limited Population County** - means a county in the State of Mississippi with a population of thirty thousand (30,000) or less according to the most recent federal decennial census at the time county submits its application to the MDA under this section.
- **Natural Gas Districts** - means districts created by law and meeting the same requirements as small municipalities.

Eligible Projects

- Eligible projects financed with Mississippi Small Municipalities and Limited Population Counties Grant Program funds must be publicly owned.
- All contracts and purchases must be made in accordance with normal bid and purchase laws of a municipality or county.

Eligible projects include

- Street Improvements
- Downtown Improvements
- Purchase, Construction or Rehabilitation to buildings

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KEY POINTS

- SMLPC funds may not be used for working capital, for general expenditures, which would normally be covered under a local sponsor's general operation budget, or for administrative expenses
- A limited amount of funds may be used for engineering/architectural cost. The portion of the Engineering/Architectural fees paid from SMLPC grant funds cannot exceed 10% of the SMLPC grant award amount. Local or other funding sources will be required for the balance. Administrative fees are not paid under SMLPC.
- The SMLPC Program is a competitive program
- As such, all funds awarded must be spent for improvements within the scope of the original project description as stated in the grant application
- Additionally, if grant recipients complete their project for less than the grant amount awarded, the excess funds can be requested for additional project work as long as there is no change from the scope of the original project
- In no case, however, will an approved applicant be allowed to use excess grant funds to pay for project costs that vary from the original project description
- All requested changes and variances from the original application should be made in writing and will be reviewed by MDA on a case-by-case basis
- The Mississippi Development Authority (MDA), Community Services Division (CSD) encourages the maximum opportunity for increased participation by local Minority and Women-Owned Businesses Enterprises (MBE/WBE) in the procurement of goods and services. The Mississippi Development Authority Minority Business Division at www.mississippi.org and the Mississippi Procurement Technical Center at www.mspsc.com can assist with MBE/WBE outreach efforts

HOW TO APPLY FOR PROGRAM

To apply for the Small Municipalities and Limited Population Counties Grant Program, a completed application that is submitted by a Local Sponsor must include

- Purpose of the proposed grant including a list of eligible items and the cost of each,
- The estimated cost of the total project, a description of the Local Sponsor's investment in the project, and all public or private sources of funding that have been secured and that will be utilized exclusively for the project,
- Time schedule for implementation and completion of the project, evidencing an expeditious completion of the project,

- Engineering documentation, (Must be on the engineer's letterhead, with his stamp/seal and signature)
- Current employment levels at the project site and estimated increase, if any, as a result of financing the project,
- Copy of the Local Sponsor's resolution of authorization to apply for grant funds,
- Copy of the Local Sponsor's resolution committing matching funds to the project, if applicable,
- One (1) original application must be submitted to the Community Services Division of MDA, Small Municipalities and Limited Population Counties Grant Program, Post Office Box 849, Jackson, Mississippi 39205 or hand-delivered to the 5th floor of the Woolfolk Office Building, and
- It should be noted that the Executive Director of MDA might in his discretion commit grant funds to projects prior to the application deadline. Such commitments would be made only if a specific project is involved and timing of the grant award would have a direct effect on the location or expansion of the project.

GENERAL GRANT TERMS

- The program intent is to stimulate growth and economic development in small communities in the State
- The maximum grant amount which may be awarded to any one Local Sponsor will be \$150,000
- Each application will be evaluated on its own merit to meet the intent of the program
- Communities with a population of 3,500 or less will not be required to have a match requirement
- Communities with a population greater than 3,500 will be required to have at least a 10% match. The 10% match does not have to be cash only
- Applications will be due by July 31, 2014, by 4:00 pm, MDA time
- If a community has ANY SMLPC grant open, they are not eligible to submit

CONDITIONS FOR DISBURSEMENT OF FUNDS

- A Grant Agreement will be executed between the Local Sponsor and MDA
- All funds will flow through the Local Sponsor

REIMBURSEMENT PROCESS

- MDA will release SMLPC program funds for services rendered or on a reimbursement basis for approved eligible costs of the project as incurred
- The Local Sponsor shall certify to MDA during construction that the expenses were incurred and were in accordance with the plans and application approved by MDA
- Funds will be released upon receipt of the SMLPC Program Form of Requisition and supporting documentation from the Local Sponsor
- Funds may only be drawn down once a month
- Local Sponsors have two (2) years from the date of the Grant Agreement to request reimbursement for SMLPC project costs

STATUTE

The Small Municipalities and Limited Population Counties Grant Program is authorized under Section 57-1-18 et seq , MS Code, Annotated

ADDITIONAL INFORMATION

Program inquires and applications should be directed to

Mississippi Development Authority
The Small Municipalities and Limited Population Counties Grant
Community Services Division
Attn Tracey Giles
Post Office Box 849
Jackson, Mississippi 39205
Telephone (601) 359-9316 ~ Fax (601) 359-3108

These guidelines may be amended by MDA at any time MDA in its discretion may temporarily waive any requirement of the guidelines to the extent that the result of such action is to promote the public purpose of the Act and is not prohibited by State Law

**SMALL MUNICIPALITIES (CITIES AND TOWNS) 2010 CENSUS
ELIGIBILITY 10,000 POPULATION OR LESS**

INELIGIBLE CITIES/TOWNS

RANK	CITY	POPULATION (2010)
1	Jackson	173,514
2	Gulfport	67,793
3	Southaven	48,982
4	Hattiesburg	45,989
5	Biloxi	44,054
6	Meridian	41,148
7	Tupelo	34,546
8	Greenville	34,400
9	Olive Branch	33,484
10	Horn Lake	26,066
11	Clinton	25,216
12	Pearl	25,092
13	Madison	24,149
14	Ridgeland	24,047
15	Starkville	23,888
16	Vicksburg	23,856
17	Columbus	23,640
18	Pascagoula	22,392
19	Brandon	21,705
20	Oxford	18,916
21	Gautier	18,572
22	Laurel	18,540
23	Clarksdale	17,962
24	Ocean Springs	17,442
25	Natchez	15,792
26	Greenwood	15,205
27	Long Beach	14,792
28	Corinth	14,573
29	Hernando	14,090
30	Moss Point	13,704
31	Canton	13,189
32	Grenada	13,092
33	McComb	12,790
34	Brookhaven	12,513
35	Cleveland	12,334
36	Byram	11,489
37	Yazoo City	11,403
38	West Point	11,307
39	Picayune	10,878
40	Indianola	10,683
41	Petal	10,454

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SMALL MUNICIPALITIES (CITIES AND TOWNS) 2010 CENSUS

ELIGIBILITY 10,000 POPULATION OR LESS

ELIGIBLE CITIES/TOWNS

RANK	CITY	POPULATION (2010)
42	D'Iberville	9,486
43	Bay St Louis	9,260
44	Booneville	8,743
45	Diamondhead CDP	8,425
46	Senatobia	8,165
47	New Albany	8,034
48	Flowood	7,823
49	St. Martin CDP	7,730
50	Holly Springs	7,699
51	Philadelphia	7,477
52	Batesville	7,463
53	Kosciusko	7,402
54	Amory	7,316
55	Gulf Hills CDP	7,144
56	Richland	6,912
57	Louisville	6,631
58	Columbia	6,582
59	Waveland	6,435
60	Latimer CDP	6,079
61	West Hattiesburg CDP	5,909
62	Vanceave CDP	5,886
63	Gulf Park Estates CDP	5,719
64	Forest	5,684
65	Pontotoc	5,625
66	Aberdeen	5,612
67	Ripley	5,395
68	Carthage	5,075
69	Crystal Springs	5,044
70	Waynesboro	5,043
71	Winona	5,043
72	Saitlio	4,752
73	Pass Christian	4,613
74	Leland	4,481
75	Ellisville	4,448
76	Magee	4,408
77	Wiggins	4,390
78	University CDP	4,202
79	Florence	4,141
80	Hazlehurst	4,009
81	Mississippi State CDP	4,005
82	Fulton	3,961
83	Escatawpa CDP	3,722
84	Houston	3,623

**SMALL MUNICIPALITIES (CITIES AND TOWNS) 2010 CENSUS
ELIGIBILITY 10,000 POPULATION OR LESS**

ELIGIBLE CITIES/TOWNS	RANK	CITY	POPULATION (2010)
	85	Pearl River CDP	3,601
	86	Tutwiler	3,550
	87	Morton	3,462
	88	Beechwood CDP	3,426
	89	Water Valley	3,392
	90	Newton	3,373
	91	Baldwyn	3,297
	92	New Hope CDP	3,193
	93	Nicholson CDP	3,092
	94	Iuka	3,028
	95	Ruleville	3,007
	96	Verona	3,006
	97	Lucedale	2,923
	98	Poplarville	2,894
	99	Macon	2,768
	100	Hollandale	2,702
	101	Okolona	2,692
	102	Durant	2,673
	103	Collins	2,586
	104	Mendenhall	2,504
	105	Lynchburg CDP	2,437
	106	Magnolia	2,420
	107	Moorhead	2,405
	108	Quitman	2,323
	109	Kiln CDP	2,238
	110	Belzoni	2,235
	111	Shelby	2,229
	112	Eupora	2,197
	113	Charleston	2,193
	114	Farmington	2,186
	115	Purvis	2,175
	116	Rolling Fork	2,143
	117	Tchula	2,096
	118	Lumberton	2,086
	119	Guntown	2,083
	120	Itta Bena	2,049
	121	Belmont	2,021
	122	Nettleton	1,992
	123	Union	1,988
	124	Shaw	1,952
	125	Collinsville CDP	1,948
	126	Bruce	1,939
	127	Raymond	1,933
	128	Drew	1,927

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**SMALL MUNICIPALITIES (CITIES AND TOWNS) 2010 CENSUS
ELIGIBILITY 10,000 POPULATION OR LESS**

ELIGIBLE CITIES/TOWNS			
RANK	CITY		POPULATION (2010)
129	Wesson		1,925
130	Walnut Grove		1,911
131	Tunica Resorts CDP		1,910
132	Flora		1,886
133	Rosedale		1,873
134	Hide-A-Way Lake CDP		1,859
135	Decatur		1,841
136	Bay Springs		1,786
137	Calhoun		1,774
138	Shannon		1,753
139	Bridgetown CDP		1,742
140	Marks		1,735
141	Lexington		1,731
142	Arnold Line CDP		1,719
143	Summit		1,705
144	Sardis		1,703
145	Centreville		1,684
146	Coldwater		1,677
147	Glendale CDP		1,657
148	Lambert		1,638
149	Fayette		1,614
150	Tylertown		1,609
151	Robinhood CDP		1,605
152	Monticello		1,571
153	Port Gibson		1,567
154	Hurley CDP		1,551
155	Cleary CDP		1,544
156	Mound Bayou		1,533
157	Ackerman		1,510
158	Marion		1,479
159	Raleigh		1,462
160	Sumrall		1,421
161	Nellieburg CDP		1,414
162	Morgantown CDP		1,412
163	Sharon CDP		1,406
164	Goodman		1,386
165	Columbus AFB CDP		1,373
166	Taylorville		1,353
167	Conehatta CDP		1,342
168	Saucier CDP		1,342
169	Peiahatchie		1,334
170	Pearlington CDP		1,332
171	Vardaman		1,316
172	Byhalia		1,302
173	Jonestown		1,298

SMALL MUNICIPALITIES (CITIES AND TOWNS) 2010 CENSUS

ELIGIBILITY 10,000 POPULATION OR LESS

ELIGIBLE CITIES/TOWNS

RANK	CITY	POPULATION (2010)
174	Como	1,279
175	Lyman CDP	1,277
176	Rawls Springs CDP	1,254
177	Brooksville	1,223
178	Friars Point	1,200
179	Helena CDP	1,184
180	Mississippi Valley State University CDP	1,182
181	De Kalb	1,164
182	Walls	1,162
183	Sunflower	1,159
184	Pickens	1,157
185	Plantersville	1,155
186	DeLisle CDP	1,147
187	Mantachie	1,144
188	Hillsboro CDP	1,130
189	Woodville	1,096
190	Meridian Station CDP	1,090
191	Stonewall	1,088
192	Prentiss	1,081
193	Wade CDP	1,074
194	Richton	1,068
195	Metcalfe	1,067
196	Bude	1,063
197	Terry	1,063
198	Kearney Park CDP	1,054
199	Caledonia	1,041
200	North Tunica CDP	1,035
201	Edwards	1,034
202	Tunica	1,030
203	Derma	1,025
204	Inverness	1,019
205	Alcorn State University CDP	1,017
206	Elliott CDP	990
207	Mount Olive	982
208	Gloster	960
209	Beaumont	951
210	Smithville	942
211	Burnsville	936
212	Blue Mountain	920
213	Coffeerville	905
214	Leakesville	898
215	Ecran	895
216	Bogue Chitto CDP (Kemper and Neshoba Counties)	887
217	Crenshaw	885
218	Maben	871

0136

**SMALL MUNICIPALITIES (CITIES AND TOWNS) 2010 CENSUS
ELIGIBILITY 10,000 POPULATION OR LESS**

ELIGIBLE CITIES/TOWNS

RANK	CITY	POPULATION (2010)
219	Polkville	833
220	Utica	820
221	Toomsba CDP	773
222	Walnut	771
223	Vaiden	734
224	Duck Hill	732
225	Scooba	732
226	Sandersville	731
227	Liberty	728
228	Anguilla	726
229	Heidelberg	718
230	Isola	713
231	Crowder	712
232	Kilmichael	699
233	Mathiston	698
234	White Oak CDP	692
235	Renova	668
236	Tucker CDP	662
237	Boyle	650
238	Mooreville CDP	650
239	Sherman	650
240	Cloverdale CDP	645
241	New Augusta	644
242	Thaxton	643
243	Crawford	641
244	Redwater CDP	633
245	New Houlika	626
246	Big Point CDP	611
247	Foxworth CDP	603
248	Hickory Flat	601
249	Holcomb CDP	600
250	Algoma	590
251	Ashland	569
252	Bolton	567
253	State Line	565
254	Webb	565
255	New Hamilton CDP	553
256	Mayersville	547
257	Sledge	545
258	Hickory	530
259	Oakland	527
260	Enterprise	526
261	Potts Camp	523
262	Bogue Chitto CDP (Lincoln County)	522
263	Buckatunna CDP	516

SMALL MUNICIPALITIES (CITIES AND TOWNS) 2010 CENSUS

ELIGIBILITY 10,000 POPULATION OR LESS

ELIGIBLE CITIES/TOWNS

RANK	CITY	POPULATION (2010)
264	Falkner	514
265	Courtland	511
266	Sidon	509
267	Standing Pine CDP	504
268	Shuqualak	501
269	Roxie	497
270	Myrtle	490
271	Hatley	482
272	Jumpertown	480
273	Benoit	477
274	North Carrollton	473
275	Noxapater	472
276	Dumas	470
277	Tremont	465
278	Weir	459
279	Hamilton CDP	457
280	D Lo	452
281	Gunnison	452
282	Meadville	449
283	New Hebron	447
284	Lauderdale CDP	442
285	McLain	441
286	Shubuta	441
287	Artesia	440
288	Bentonia	440
289	Osyka	440
290	Merigold	439
291	Duncan	423
292	Abbeville	419
293	Ethel	418
294	Glen	412
295	Clara CDP	410
296	Soso	408
297	Cruger	386
298	Coahoma	377
299	Arcola	361
300	Lyon	350
301	Beulah	348
302	Mize	340
303	Tishomingo	339
304	Silver	337
305	Beauregard	326
306	Chunky	326
307	Lake	324
308	Taylor	322

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**SMALL MUNICIPALITIES (CITIES AND TOWNS) 2010 CENSUS
ELIGIBILITY 10,000 POPULATION OR LESS**

ELIGIBLE CITIES/TOWNS

RANK	CITY	POPULATION (2010)
309	Snow Lake Shores	319
310	Crosby	318
311	Rienzi	317
312	Puckett	316
313	Sumner	316
314	Seminary	314
315	Cary	313
316	Schlater	310
317	Lula	298
318	Georgetown	286
319	Louin	277
320	Pace	274
321	Sebastopol	272
322	Pachuta	261
323	Marietta	256
324	Morgan	255
325	Bassfield	254
326	Sturgis	254
327	Toccopola	246
328	Mantee	232
329	Blue Springs	228
330	Darling CDP	226
331	Farrell CDP	218
332	Pope	215
333	Silver Creek	210
334	Kossuth	209
335	Alligator	208
336	Pittsboro	202
337	Louise	199
338	Golden	191
339	Winstonville	191
340	Carrollton	190
341	West	185
342	Braxton	183
343	French Camp	174
344	Henderson Point CDP	170
345	Falcon	167
346	Big Creek	154
347	Glendora	151
348	Lena	148
349	Walthall	144
350	Montrose	140
351	McCool	135
352	Sallis	134
353	Woodland	125

SMALL MUNICIPALITIES (CITIES AND TOWNS) 2010 CENSUS
ELIGIBILITY 10,000 POPULATION OR LESS

ELIGIBLE CITIES/TOWNS

RANK	CITY	POPULATION (2010)
354	Paden	116
355	Sylvarena	112
356	Slate Springs	110
357	Eden	103
358	Doddsville	98
359	Learned	94
360	Tillatoba	91
361	Gattman	90
362	Satartia	55

SMALL MUNICIPALITIES (CITIES AND TOWNS) 2010 CENSUS
ELIGIBILITY 30,000 POPULATION OR LESS

INELIGIBLE COUNTIES

RANK	CITY	POPULATION (2010)
1	Hinds	245,285
2	Harrison	187,105
3	DeSoto	161,252
4	Rankin	141,617
5	Jackson	139,668
6	Madison	95,203
7	Lee	82,910
8	Lauderdale	80,261
9	Forrest	74,934
10	Jones	67,761
11	Lowndes	59,779
12	Pearl River	55,834
13	Lamar	55,658
14	Washington	51,137
15	Warren	48,773
16	Oktibbeha	47,671
17	Lafayette	47,351
18	Hancock	43,929
19	Pike	40,404
20	Marshall	37,144
21	Alcorn	37,057
22	Monroe	36,989
23	Lincoln	34,869
24	Panola	34,707
25	Bolivar	34,145
26	Leflore	32,317
27	Adams	32,297

**SMALL MUNICIPALITIES (CITIES AND TOWNS) 2010 CENSUS
ELIGIBILITY 30,000 POPULATION OR LESS**

ELIGIBLE COUNTIES		
RANK	CITY	POPULATION (2010)
28	Pontotoc	29,957
29	Neshoba	29,676
30	Sunflower	29,450
31	Copiah	29,449
32	Tate	28,886
33	Scott	28,264
34	Yazoo	28,065
35	Simpson	27,503
36	Union	27,134
37	Marrion	27,088
38	Coahoma	26,151
39	Prentiss	25,276
40	Leake	23,805
41	Itawamba	23,401
42	George	22,578
43	Tippah	22,232
44	Grenada	21,906
45	Newton	21,720
46	Wayne	20,747
47	Clay	20,634
48	Tishomingo	19,593
49	Covington	19,568
50	Attala	19,564
51	Holmes	19,198
52	Winston	19,198
53	Stone	17,786
54	Chickasaw	17,392
55	Jasper	17,062
56	Clarke	16,732
57	Smith	16,491
58	Walthall	15,443
59	Tallahatchie	15,378
60	Calhoun	14,962
61	Greene	14,400
62	Amite	13,131
63	Lawrence	12,929
64	Yalobusha	12,678
65	Jefferson Davis	12,487
66	Perry	12,250
67	Noxubee	11,545
68	Montgomery	10,925
69	Tunica	10,778
70	Carroll	10,597

SMALL MUNICIPALITIES (CITIES AND TOWNS) 2010 CENSUS
ELIGIBILITY 30,000 POPULATION OR LESS

ELIGIBLE COUNTIES		
RANK	CITY	POPULATION (2010)
71	Kemper	10,456
72	Webster	10,253
73	Wilkinson	9,878
74	Claiborne	9,604
75	Humphreys	9,375
76	Benton	8,729
77	Choctaw	8,547
78	Quitman	8,223
79	Franklin	8,118
80	Jefferson	7,726
81	Sharkey	4,916
82	Issaquena	1,406

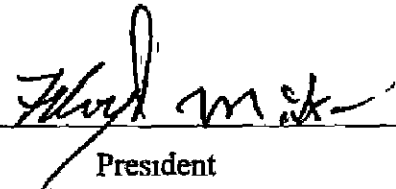
NO _____

IN THE MATTER OF AUTHORIZING AND APPROVING TRAVEL

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

After motion by Lynn Horton and second by Shelton Deanes this Board doth vote unanimously to authorize and approve Constable Sherman Ivy to travel to Constable Board meeting in Vicksburg MS on Friday, July 18, 2014

SO ORDERED this the 10th day of July, 2014



President

0144

Mississippi Constables Association

John H. Heggins, Secretary / Treasurer

197 Still Drive • Vicksburg, Mississippi 39180

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

Note: July 2014 Board Meeting Location Change VICKSBURG, MS

June 18, 2014

To All Board Members,

We will be having our next quarterly board meeting in Vicksburg. It will be held on Friday July 18, 2014 at 9:00am at the Hampton Inn & Suites in Vicksburg. Use group code **MCA** if you would like to stay overnight on July 17th. The room rate will be \$109.00 per night. Please make your arrangements directly with the hotel.

Sincerely,

John H. Heggins

Secretary / Treasurer

Hampton Inn & Suites
3330 Clay Street
Vicksburg, MS 39183
Ph 601-636-6100
Fax 601-634-1962
Reservations 1-800-HAMPTON

<http://www.vicksburghamptoninn.com>

0145

I will pay for our room

Ashman Guy


NO _____

IN THE MATTER OF AUTHORIZING AND APPROVING TRAVEL

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

After motion by Luke Lummus and second by Shelton Deanes this Board doth vote
unanimously to authorize and approve Wendy Howell to attend the SEMS Redistricting Training
in Jackson, MS on August 11, 2014

SO ORDERED this the 10th day of July, 2014



President

Clay County, MS
Travel Request Form

Date of Request 7-9-14

To the Board of Supervisors of Clay County, MS

Destination of Travel: Capital Towers Jackson, MS

Dates of Travel August 11, 2014

Cost of Travel: _____

Nature of Official Business SEMS Redoctring Training

Wendy Howell

Printed Name of Official/
Requesting Authority to Travel

[Signature]

Official or Employee Requesting
Authority to Travel

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

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

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

Amy G Berry
Chancery Clerk



DELBERT HOSEMANN
Secretary of State

PRE-REGISTRATION FORM
SEMS Redistricting Training Session

THE TRAINING SESSIONS CAN ACCOMMODATE UP TO ONE (1) PARTICIPANT FROM EACH COUNTY I E
THE CIRCUIT CLERK, DEPUTY CLERK OR ELECTION COMMISSIONER. PLEASE FILL OUT THE FORM
BELOW AS PRE-REGISTRATION IS MANDATORY
PLEASE PRINT

NAME Wendy Howell
MAILING ADDRESS 8769 Hwy 47
CITY West Point STATE MS ZIP 39773
PHONE 662-295-3991 SECONDARY PHONE _____
COUNTY Clay
EMAIL ADDRESS howellwml@gmail.com

CHECK ONE OF THE FOLLOWING THAT DESCRIBES YOUR POSITION/TITLE IN ELECTIONS

- COUNTY CIRCUIT CLERK
 COUNTY DEPUTY CLERK
 COUNTY ELECTION COMMISSIONER

ALL SESSIONS WILL BE HELD AT THE MISSISSIPPI SECRETARY OF STATE'S OFFICE
CAPITAL TOWERS, 125 S. CONGRESS ST., JACKSON

PLEASE CHECK THE BLANK BY THE TRAINING SESSION YOU WISH TO ATTEND

- MONDAY, AUGUST 11, 2014 FROM 9 00 AM - 4 00 PM
 TUESDAY, AUGUST 12, 2014 FROM 9 00 AM - 4 00 PM
 WEDNESDAY, AUGUST 13, 2014 FROM 9 00 AM - 4 00 PM
 THURSDAY, AUGUST 14, 2014 FROM 9 00 AM - 4 00 PM
 FRIDAY, AUGUST 15, 2014 FROM 9 00 AM - 4 00 PM

PLEASE FAX OR MAIL YOUR FORM BY AUGUST 8, 2014, TO THE ATTENTION OF
LINDSAY KELLUM

ELECTIONS TRAINING COORDINATOR
MS SECRETARY OF STATE'S OFFICE
P O BOX 136
JACKSON, MS 39205
Lindsay.Kellum@sos.ms.gov
PHONE 601-359-6687
FAX -601-576-2545 or Fax #2 601-359-5019

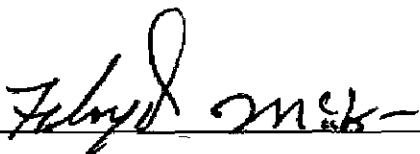
NO _____

**IN THE MATTER OF AUTHORIZING AND APPROVING THE HIRING OF JACKIE
STOVALL AS A SANITATION DRIVER AND RECEIVING CLERK FOR THE
SANITATION DEPARTMENT**

There came on this day for consideration the matter of authorizing and approving the hiring of Jackie Stovall as a Sanitation Driver and Receiving Clerk for the Sanitation Department

After motion by Luke Lummus and second by Shelton Deanes this Board doth vote unanimously to authorize and approve to hire Jackie Stovall as the Sanitation Driver and to serve as the Receiving Clerk for the Sanitation Department and to be paid at the current rate of pay for the said position

SO ORDERED this the 10th day of July, 2014



President

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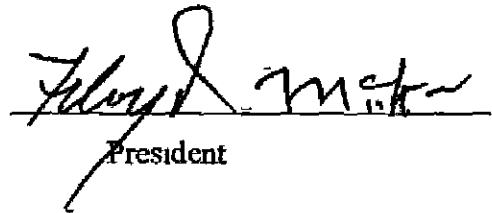
NO _____

**IN THE MATTER OF ADOPTING THE ANNUAL BRIDGE INSPECTION PROGRAM
FOR YEAR 2015**

There came on this day for consideration the matter of adopting the annual Bridge Inspection Program for year 2015

After motion by R. B Davis and second by Luke Lummus this Board doth vote unanimously to authorize and approve to adopt the annual bridge inspection program for year 2015 as attached hereto as Exhibit A

SO ORDERED this the 10th day of July, 2015



President

00 0150

**PROGRAM, AGREEMENT AND PROJECT ORDER FOR INSPECTION OF
DESIGNATED BRIDGES IN CLAY COUNTY, MISSISSIPPI
FOR THE STATE FISCAL YEAR OF 2015**

Pursuant to the provisions of governing State and Federal Laws and Regulations, We, the Board of Supervisors of Clay County, Mississippi, hereinafter referred to as the Board, hereby order that the proposed project listed hereon constitute the Bridge Inspection Program for Clay County, subject to the approval of the State Aid Engineer and Concurrence by the Executive Director of the Mississippi Department of Transportation

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

- 1 All designated bridges affected by this project are on roads under local jurisdiction (County or City) and are to be inspected, inventoried and evaluated in accordance with the National Bridge Inspection Standards (23 CFR 650 C) hereinafter referred to as the NBIS
- 2 Bridges requiring posting or closure based on this inspection and evaluation will be promptly posted or closed by the County or City (if applicable) in accordance with established standards and procedures
- 3 Bridges with Unknown Foundations that have been identified as High or Moderate Risk or those with a Scour rating (Item 113) of three (3) or less, and are not scheduled for this inspection cycle will have a Scour Monitoring Inspection updating the Scour / Waterway Appraisal form and the stream profile in the bridge system
- 4 The Board has employed a Registered Professional Engineer as County Engineer, who will provide such other qualified technical personnel to properly supervise and perform the required work in compliance with the rules and regulations of the NBIS and any additional instructions/guidance provided by the State Aid Engineer
- 5 The County Engineer will provide at least one team leader, who meets the minimum qualifications stated in § 650 309 of the NBIS, at the bridge at all times during the inspection as in accordance with required § 650 313 of the NBIS
- 6 The supervision of all phases of the inspection inventory and evaluation will be the responsibility of the Board, acting through its County Engineer
- 7 A bridge scour plan of action will be prepared, or revised for the scour critical bridges and all bridges identified as scour critical and will be monitored in accordance with the

plan and regulations set forth in Section 650 313 of the NBIS and the Bridge Inspection Manual prepared by the Office of State Aid Road Construction. The Board designates _____ as its representative to make scour stability assessment(s) in response to conditions that require an inspection as set forth in the scour plan of action for each scour critical structure. The representative's address and phone number is _____.

_____ If the assessment results in closure of the bridge, the representative shall take action to close the bridge in accordance with the bridge scour plan of action. If a bridge has been closed or the Board chooses to cause an inspection to be made, a certified bridge inspection team will be required to perform the inspection. The representative will contact the County Engineer to request such an inspection. The cost of the inspection of a scour critical bridge following a bridge closure shall be the responsibility of the Board.

- 8 The County Engineer will maintain a bridge file on behalf of the County for each bridge in accordance with the regulations set forth in § 650 313 (d) of the NBIS. Bridge files shall remain the property of the Board.
- 9 The County Engineer will provide a Quality Control Manager (QC Manager) as set forth in the National Bridge Inspection Local System Manual, Section 16 Quality Control Program. The QC Manager shall meet or exceed the requirements of subsection 4.4 of the National Bridge Inspection Local System Manual.
- 10 The number of bridges selected for evaluation and a follow-up on site inspection by the QC manager will be 5% of the county inventory or a minimum of 5 bridges.
- 11 All required data shall be entered into the State Aid/ Inspecttech web-based Bridge Inspection System.
- 12 All components of the bridge file will be made available to authorized representatives of State Aid and/or FHWA for inspection and review at all reasonable times in the General Offices of the County Engineer.
- 13 After final completion of the work and acceptance by the State Aid Engineer, the Board will be paid on the basis of the final quantities at the agreed unit prices specified below.
- 14 The inspection shall be completed on or before February 1, 2015.

Project Number BR-NBIS(081)B BRIS-13(81)
 Road Designation All Locally - Maintained Roads "ON" and "OFF" Federal-Aid Highways
 Character of Work Inspection, Inventory, and Evaluation of Designated Bridges

Estimated Project Cost

Bridge Inspections				
A	<u>50</u>	Bridges	@ \$350 00 per bridge	\$ <u>17 500 00</u>
QC Inspections				
B	<u>5</u>	Bridges	@ \$350 00 per bridge	\$ <u>1,750 00</u>
Scour Monitoring Inspections				
C	<u>12</u>	Bridges	@ \$120 00 per bridge	\$ <u>1,440 00</u>
D	Subtotal all Inspections			\$ <u>20,690 00</u>
E	Contingencies @ Approximately (2%)			\$ <u>410 00</u>
F	Total Estimated Cost			\$ <u>21,100 00</u>
G	Federal Bridge Replacement Funds Requested (80%)			\$ <u>16,880 00</u>
H	Federal Off-System Bridge Credit Requested (20%)			\$ <u>4,220 00</u>

12 Based upon the estimated quantities of work and agreed unit cost and in support of the herein listed program, we, the Board for Clay County desire to, and hereby adopt the following Order for Project Funds for Clay County Project Number BRIS-13(81)

IT IS, THEREFORE, NOW ORDERED by this Board that the total Project Fund for BRIS-13(81) in the amount of \$ 21,100 00, be established by transferring \$ 4,220 00, from Clay County's Federal Off System Bridge Program Credit Fund to the Project Fund, to match \$ 16,880 00 of Bridge Replacement Funds now available for this project

IN WITNESS WHEREFORE, The parties have hereunto affixed their signatures, the Board on the 10 day of JULY, 2014 and the State Aid Engineer on the _____ day of _____

BOARD OF SUPERVISORS
CLAY COUNTY

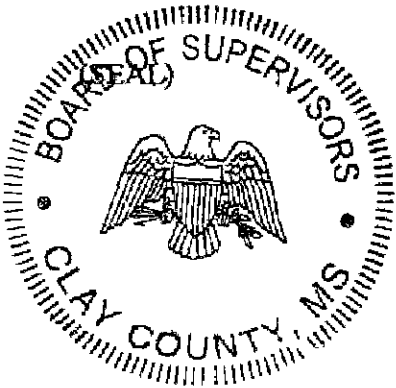
<u>Floyd M. ...</u>	President
<u>B. B. ...</u>	Member
<u>...</u>	Member
<u>...</u>	Member
<u>...</u>	Member
<u>Robert L. Calvert</u>	County Engineer

State Aid Engineer

Executive Director, MDOT

STATE OF MISSISSIPPI
COUNTY OF CLAY

This is to certify that the foregoing is a true and correct copy of an order passed by the Board of Supervisors of Clay County Mississippi entered into the minutes of the said Board of Supervisors', Minute Book No _____, Page No _____, same having been adopted at a meeting of said Board of Supervisors on the 10 day of JULY, 2014



cc 0154

Page 4 of 4

Amy M. Bembry
Chancery Clerk
Clay County, Mississippi

NO _____

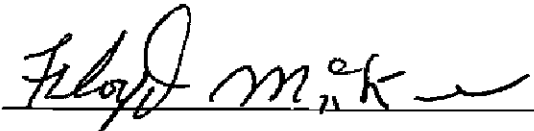
IN THE MATTER OF TRANSFERRING FUNDS

There came on this day for consideration the matter of transferring Funds

It appears to this Board interest was earned on the payroll clearing account in the amount of \$ 1 97 and on the insurance clearing account in the amount of \$ 1 24 for the month of June 2014 and the said amounts need to be transferred and settled to fund no 001, General Fund

After motion by R B Davis and second by Shelton Deanes this Board doth authorize and approve for the said Interest to be transferred as referenced to above

SO ORDERED this the 10th day of July, 2014



President

0155

NO _____

IN THE MATTER OF TRANSFERRING FUNDS

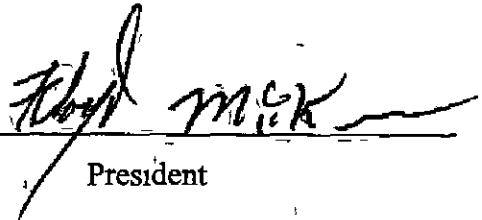
There came on this day for consideration the matter of transferring funds

It appears to this Board land was acquired and purchased in the amount of \$30,000 to Edith Tribble located adjacent to the Court House prior to the note issuance of the \$230,000 G/O 2014 Acquisition and Construction Note, and,

It appears to this Board the said note was issued and authorized upon issuance for the funds used to acquisition the property to be transferred from fund no 320, \$230,000 G/O 2014 Acquisition and Construction Fund back to fund #018, TVA Special Fund

After motion by Luke Lummus and second by Shelton Deanes this Board doth vote unanimously to authorize for funds to be transferred from the Construction Note proceeds to fund #018, TVA Special Fund

SO ORDERED this the 10th day of July, 2014



President

0158

NO _____

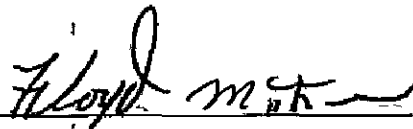
IN THE MATTER OF TRANSFERRING FUNDS

There came on this day for consideration the matter of transferring Funds

It appears to this Board a portion of the Bond & Interest payment was budgeted to be transferred from fund no 153, District 3 Road Fund to fund no 230, District 3 Road Bond and Interest 2000 Issuance Fund and in order for the said fund to not be overdrawn funds in the amount of \$17,493 76 should be transferred to fund no 230, District 3 Road Bond & Interest 2000 Issuance Fund

After motion by Lynn Horton and second by Shelton Deanes this Board doth vote unanimously to authorize for the said funds in the amount of \$17,493 76 to be transferred from fund no 153, District 3 Road Fund to fund no 230, District 3 Road Bond and Interest 2000 Issuance Fund

SO ORDERED this the 10th day of July, 2014



President

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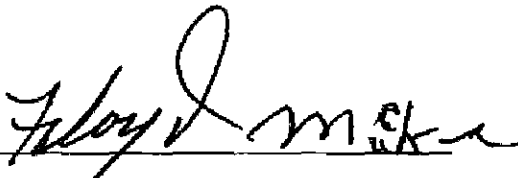
NO _____

**IN THE MATTER OF APPROVING TO ALLOW CINDY TIDSWELL ADDRESS THE
BOARD REGARDING AN INVOICE PRESENTED FOR PAYMENT FOR THE
JUSTICE COURT DRUG COURT**

There came on this day for consideration the matter of approving to allow Cindy Tidswell to address the Board regarding an invoice presented for payment for the Justice Court Drug Court

After motion by R B Davis and second by Shelton Deanes this Board doth vote unanimously to approve to allow Cindy Tidswell address the Board regarding the invoice for the month of June 2014 presented for payment for services provided to the Justice Court Drug Court

SO ORDERED this the 10th day of July, 2014



President

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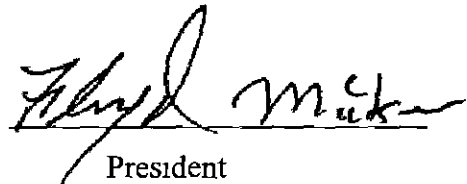
NO _____

IN THE MATTER OF RECESSING

There came on this day for consideration the matter of recessing

After motion by R B Davis and second by Luke Lummus this Board doth vote
unanimously to authorize to recess until Thursday, July 24, 2014 at 9 00 a m

SO ORDERED this the 10th day of July, 2014


President

0160
