

**BE IT REMEMBERED** that the Board of Supervisors of Clay County, Mississippi, met at the Courthouse in West Point, MS, on the 7th day of May, 2015, at 9 00 a m , and present were Lynn Horton, President, Luke Lummus, R. B Davis, Shelton Deanes and Floyd McKee Also present were Amy G Berry, Clerk of the Board, Bob Marshall, Board Attorney, and Eddie Scott, Sheriff of Clay County, when and where the following proceedings were as determined to wit,

NO \_\_\_\_\_

**IN THE MATTER OF ADOPTING AND AMENDING THE AGENDA FOR THE  
BOARD OF SUPERVISORS MEETING HELD ON MAY 7, 2015**

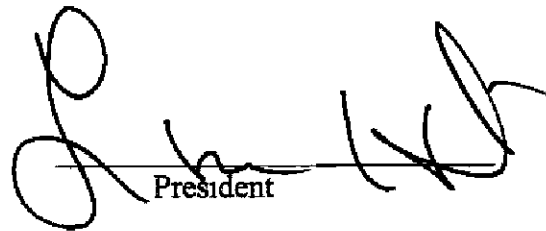
There came on this day for consideration the matter of adopting and amending the agenda for the Board of Supervisors meeting held on May 7, 2015

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

- Floyd McKee regarding a personnel matter
- Luke Lummsu regarding Kathy Dice at EMCC
- Phyllis Benson regarding the CDBG Grant Application
- Shelton Deanes regarding Baker Road

After motion by Luke Lummus and second by Floyd McKee the Board doth vote unanimously to adopt the agenda as presented and to approve the agenda as amended

SO ORDERED this the 7th day of May, 2015

  
\_\_\_\_\_  
President

NO \_\_\_\_\_

**IN THE MATTER OF APPROVING CALVERT SPRADLING ENGINEERS TO SERVE  
AS THE ENGINEER FOR THE CDBG GRANT FOR THE PARKING LOT ADJACENT  
TO THE COURT HOUSE**

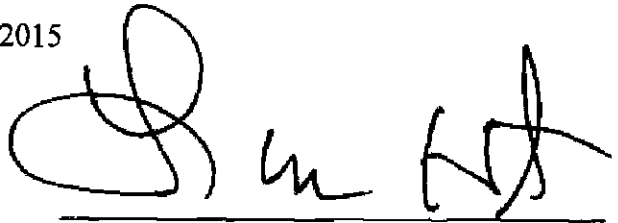
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There came on this day for consideration the matter of approving Calvert Spradling Engineers to serve as the Engineers for the CDBG Grant for the Parking Lot Adjacent to the Courthouse

It appears to this Board a cost estimate is needed to be prepared as part of the CDBG Application through the MS Development Authority's Small Municipalities Limited Population Grant an opportunity from de-obligated funds which is available with applications due to MDA by June 18, 2015

After motion by Shelton Deanes and second by R. B Davis this Board doth vote unanimously to approve for Calvert Spradling Engineers to serve as the Engineer for the CDBG Grant Application process

SO ORDERED this the 7<sup>th</sup> day of May, 2015



\_\_\_\_\_  
President

NO \_\_\_\_\_

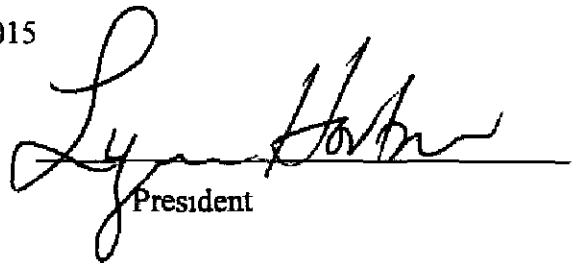
**IN THE MATTER OF APPROVING TO SUBMIT A GRANT APPLICATION TO MDA  
FOR THE SMALL MUNICIPALITIES LIMITED POPULATION GRANT PROGRAM  
TO PAVE THE PAKING LOT ADJACENT TO THE COURTHOUSE**

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There came on this day for consideration the matter of approving to submit a grant application to MDA for the Small Municipalities Limited Population Grant Program to pave the parking lot adjacent to the Courthouse

After motion by Shelton Deanes and second by R B Davis this Board doth vote unanimously to authorize and approve to submit the said grant application

SO ORDERED this the 7<sup>th</sup> day of May, 2015

  
\_\_\_\_\_  
President

## 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 Shelton Deanes 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, 2<sup>nd</sup> 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 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

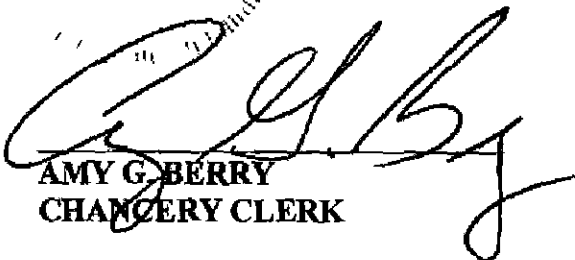
**Section 3** That the President and Clerk of the Board are hereby authorized and directed to execute any and all documents and certificates as may be necessary in order to consummate the transaction contemplated by the resolution and upon execution, each of the documents and certificates shall be legal, 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 7th day of May, 2015

(SEAL)



AMY G. BERRY  
CHANCERY CLERK

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



LYNN HORTON  
PRESIDENT OF BOARD

NO \_\_\_\_\_

**IN THE MATTER OF APPROVING OF THE GROUP INSURANCE RENEWAL  
RATES FOR HEALTH AND LIFE AND APPROVING THE VOLUNTARY  
DEDUCTION RATES FOR DENTAL AND VISION FOR YEAR 2015-2016**

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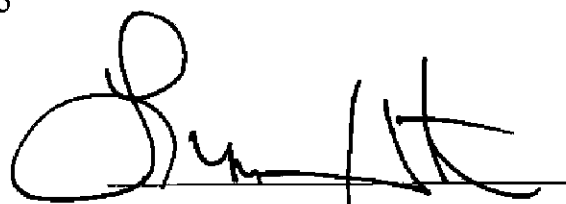
There came on this day for consideration the matter of approving the Group Insurance renewal rates for Health and Life Insurance and approving the voluntary deduction rates for Dental and Vision for year 2015-2016

It appears to this Board as attached hereto as Exhibit A, there is no premium increase for the group health insurance renewal through Blue Cross/Blue Shield of Mississippi for the Health and the Life group insurance plan, and,

It appears further to this board there is a slight increase in the tiers for the vision and dental voluntary deduction as attached hereto as Exhibit A

After motion by Luke Lummus and second by Shelton Deanes this Board doth vote unanimously to authorize and approve to accept the group insurance renewal rates for the health and life insurance through Blue Cross/Blue Shield and further accepts the rates proposed for the Dental and Vision Voluntary Deductions

SO ORDERED this the 7<sup>th</sup> day of May, 2015



President



**BlueCross BlueShield  
of Mississippi**

3545 Labeland Drive  
Flowood, Mississippi 39232  
Telephone: 601-932-3704  
www.bcbsms.com

**Doug Henley**  
Director, Sales

**It's good to be Blue**

April 30 2015

Treva R. Hodge  
Clay County MS  
PO Box 815  
West Point, MS 39773

Dear Treva R. Hodge

Thank you for choosing Blue Cross & Blue Shield of Mississippi to provide your health and wellness benefits. With Blue Cross & Blue Shield of Mississippi you have a **trusted partner on your journey in managing the health of your employees and your healthcare costs. That's why we offer the benefits, resources and support you and your employees need to be healthy and work healthy.**

Your renewal premium reflects your current benefits, **employee demographics**, benefit utilization, your group's tobacco-use status, agent commissions and our emphasis on managing cost trends. **Should you have a significant change in the demographics of your enrollment, your premium may be subject to an adjustment.** Your premium also includes mandated assessments to support the Mississippi Comprehensive Health Insurance Risk Pool Association and federal programs such as Health Information Technology (HIT) and Comparative Effectiveness Research studies as required by the Healthcare Reform law.

The Healthcare Reform law mandates additional taxes and fees that are also reflected in your premium. These taxes and fees include the Health Insurance Providers Fee (i.e. health insurance issuer tax) and the Transitional Reinsurance Program Fee, which is a fee to support health issuers that cover individuals with high cost health conditions.

As we renew our partnership, we continue our focus on **helping you navigate healthcare reform as well as offering the best network of healthcare providers equally committed to providing quality care while helping to manage costs.** And with **Blue Health Management**, our health and wellness clinical professionals are working to help your employees manage chronic diseases and high-cost care.

As a valued customer, we are committed to working with you not only to help you and your employees be healthy and productive, but to manage your healthcare costs as well as the impact of the Healthcare Reform law. We look forward to meeting with you soon to discuss your renewal and our health and wellness partnership. If you have any questions prior to our meeting, please contact your Certified Blue Cross & Blue Shield of Mississippi Agent or contact me directly at 601-664-4482. Thank you for the opportunity to continue as your health and wellness partner. With the ever-changing healthcare landscape and our proactive approach to managing your healthcare costs, now more than ever, it's good to partner with Blue!

Best of health

Doug Henley  
Director, Sales

cc James C Galloway Jr  
Matthew Brinson

Enclosure



**Blue Cross Blue Shield  
of Mississippi**

It's good to be Blue

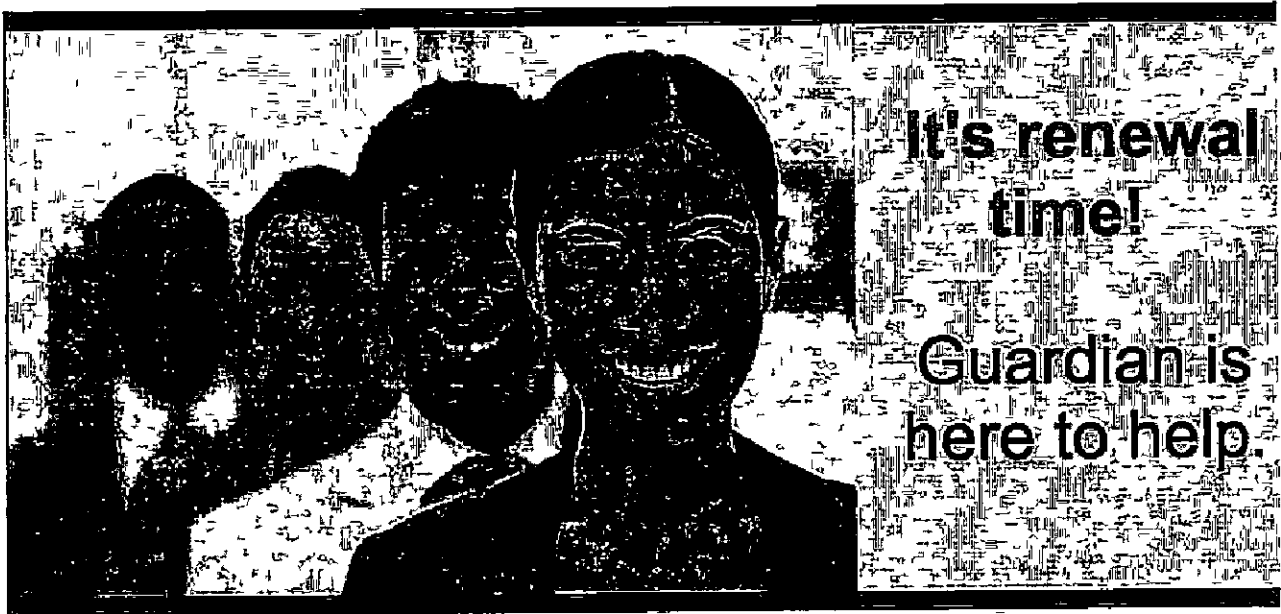
**Large Group Renewal  
Clay County MS  
Group No 46907  
Renewal Date July 1, 2015**

**Your new premiums will be effective July 1, 2015 and provided on future e-billings**

	<u>Current Premium</u>	<u>Renewal Premium</u>
Employee Only	\$76 88	\$76 88
Employee/Family	\$755 73	\$755 73
Change Percentage		0.00%

Blue Cross & Blue Shield of Mississippi, A Mutual Insurance Company  
An Independent licensee of the Blue Cross and Blue Shield Association.





**RENEWAL INFORMATION FOR**

**COUNTY OF CLAY  
GROUP PLAN # 00449578**

**RENEWAL PERIOD  
July 1, 2015 - June 30, 2016**



**GUARDIAN\***

DENTAL	DISABILITY	LIFE	VISION	CRITICAL ILLNESS	CANCER	ACCIDENT
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The Guardian Life Insurance Company of America 7 Hanover Square New York NY 10004-4025

## What you'll find in this package

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<b>RENEWAL INFORMATION</b>	<b>PAGE</b>
Renewal Premiums At-a-Glance	1
Renewal Rates At-a-Glance	2
Voluntary Dental Details	4
Voluntary Vision Details	6
Basic Life Details	7

Guardian Life Insurance Company of America

## Renewal Premiums At-a-Glance

EMPLOYER-SPONSORED COVERAGE		
Coverage	Current Annual	Renewal Annual
Basic Life	\$9,494	\$9,494
AD&D	\$1,010	\$1,010
<b>TOTAL</b>	<b>\$10,504</b>	<b>\$10,504</b>

### KEY POINTS OF INFORMATION REGARDING PLAN PRICING

Premiums shown above reflect a multi-line discount. If you do not wish to renew all lines of coverage, please contact us for revised pricing.

Product-specific rates shown in this package have been determined based on a number of factors, including:

- Employee age and gender
- Group location
- Changes in group size
- Claims experience (when applicable)

EMPLOYEE-PAID VOLUNTARY COVERAGE		
Coverage	Current Annual	Renewal Annual
Voluntary Dental	\$35,238	\$39,149
Voluntary Vision	\$7,929	\$8,326

# Renewal Rates At-a-Glance

This plan is currently offered for Insurance Class 1, 2, 3 and 4

VOLUNTARY DENTAL PLAN RATES - PFO W1					
Tier	Enrolled Employees	CURRENT		RENEWAL	
		Monthly Rate	Annual Premium	Monthly Rate	Annual Premium
EE	38	\$31.89	\$14,542	\$35.43	\$16,156
EE + 1	8	\$67.03	\$6,435	\$74.47	\$7,149
FAMILY	11	\$108.04	\$14,261	\$120.03	\$15,844
<b>TOTAL</b>	<b>57</b>		<b>\$35,238</b>		<b>\$39,149</b>

Increase  
3.54  
7.44  
11.99

Your dental and/or vision premium includes 3.20% to cover the expected cost of the Health Insurance Fee. This fee is not tax deductible to insurance carriers and applies to all insurers offering fully insured medical, dental, and vision coverages.

This plan is currently offered for Insurance Class 1, 2, 3 and 4

VOLUNTARY VISION PLAN RATES - DAVIS 284					
Tier	Enrolled Employees	CURRENT		RENEWAL	
		Monthly Rate	Annual Premium	Monthly Rate	Annual Premium
EE	24	\$9.13	\$2,629	\$9.59	\$2,762
EE + 1	9	\$13.88	\$1,499	\$14.57	\$1,574
FAMILY	13	\$24.36	\$3,800	\$25.58	\$3,990
<b>TOTAL</b>	<b>46</b>		<b>\$7,929</b>		<b>\$8,326</b>

Increase  
1.46  
1.69  
1.22

Your dental and/or vision premium includes 3.20% to cover the expected cost of the Health Insurance Fee. This fee is not tax deductible to insurance carriers and applies to all insurers offering fully insured medical, dental, and vision coverages.

## Renewal Rates At-a-Glance

This plan is currently offered for Insurance Class 1 and 2

BASIC LIFE PLAN RATES					
CURRENT				RENEWAL	
Coverage	Volume	Monthly Rate	Annual Premium	Monthly Rate	Annual Premium
BASIC LIFE	\$1,683,400	\$0.470/\$1000	\$9,494	\$0.470/\$1000	\$9,494

This plan is currently offered for Insurance Class 1 and 2

AD&D PLAN RATES					
CURRENT				RENEWAL	
Coverage	Volume	Monthly Rate	Annual Premium	Monthly Rate	Annual Premium
AD&D	\$1,683,400	\$0.050/\$1000	\$1,010	\$0.050/\$1000	\$1,010

## Current Voluntary Dental Plan Information

### CONTRACT TYPE DENTAL GUARD 2000

This plan is currently offered for Insurance Class 1, 2, 3 and 4

PLAN BENEFITS SUMMARY		
	In-Network	Out-of-Network
<b>Coinsurance</b>		
Preventive	100%	100%
Basic	100%	80%
Major	60%	50%
<b>Deductible</b>		
Waived for preventive?	Yes	Yes
<b>Maximum</b>	\$1,000	\$1,000
<b>Orthodontia</b>		
Lifetime Maximum	N/A	
Coinsurance	N/A	
<b>Maximum Rollover</b>		
Threshold		\$500
Rollover Amount		\$250
In-network only rollover		\$350
Max Rollover Limit		\$1 000
<b>Dependent Age Limit</b>		20/26

Plan information is for illustrative purposes only. Please consult plan contract for specific benefit levels.

## Additional Voluntary Dental Information

<b>DENTAL MAXIMUM ROLLOVER SUMMARY</b>		
<b>For Benefit Year Ending 12/31/2015</b>		
<b>ROLLOVER ACCOUNT SIZE</b>	<b>NUMBER OF QUALIFYING EMPLOYEES &amp; DEPENDENTS</b>	<b>TOTAL ACCOUNT VALUE</b>
\$0	36	\$0 00
\$1 - \$250	23	\$5,570 80
\$251 - \$500	15	\$6,444.70
\$501 - \$750	8	\$5,550 00
\$751 - \$1,000	12	\$11,664 00
Over \$1,000	0	<del>\$0 00</del>
<b>TOTAL</b>	<b>58</b>	<b>\$29,229 50</b>

0 of your Employees and Dependents currently are eligible for additional Maximum Rollover amounts

"Benefit Year" refers to the 12-month period during which charges are counted toward this plan's annual maximum

"Number of Qualifying Employees and Dependents" reflects information available at the time this renewal package was issued. Additional claims will affect this count.

Eligibility for additional rollover amounts reflects information available at the time this renewal package was issued. Additional claims will affect the eligibility for additional rollover amounts.

Rollover amounts earned in the benefit year ending 12/31/2015 are applied to the members Maximum Rollover Account for use starting the next benefit year.

## Current Voluntary Vision Plan Information

### DAVIS

This plan is currently offered for Insurance Class 1, 2, 3 and 4

PLAN BENEFITS SUMMARY			
	In-Network	Out-of-Network	Frequency
<b>Exam Copay</b>	\$10	\$10	12 months
<b>Exam Allowance</b>	100%	\$46	12 months
<b>Materials Copay</b>	\$25	\$25	
<b>Base Lenses</b>			
Single Vision Allowance	100%	\$47	12 months
Bifocal Allowance	100%	\$66	12 months
Trifocal Allowance	100%	\$85	12 months
Lenticular Allowance	100%	\$125	12 months
<b>Contact Lenses</b>			
Elective Allowance	\$135	\$105	12 months
Therapeutic Allowance	100%	\$210	12 months
<b>Frame Retail Allowance</b>	\$135	\$47	24 months
<b>Materials Allowance</b>	N/A	N/A	N/A

Plan information is for illustrative purposes only. Please consult plan contract for specific benefit levels.



## Current Basic Life Plan Information

This plan is currently offered for Insurance Class 1

<b>LIFE BENEFITS SUMMARY</b>	
<b>Benefit Type</b>	Flat
Multiple	N/A
<b>Maximum Benefit</b>	\$18,000
<b>Earnings Definition</b>	N/A
<b>Guarantee Issue</b>	N/A
<b>Waiver of Premium</b>	Waived To Specific Age
<b>Age Reduction Formula</b>	
Age 65	35%
Age 70	60%
Age 75	75%
Age 80	85%
<b>Accelerated Benefit</b>	
Benefit %	N/A
Benefit Maximum	N/A

This plan is currently offered for Insurance Class 1

<b>AD&amp;D BENEFITS SUMMARY</b>	
<b>Benefit Type</b>	Flat
Multiple	N/A
<b>Maximum Benefit</b>	\$18,000
<b>Earnings Definition</b>	N/A

Plan information is for illustrative purposes only. Please consult plan contract for specific benefit levels.  
Guardian Life Insurance Company of America

## Current Basic Life Plan Information

This plan is currently offered for Insurance Class 2

LIFE BENEFITS SUMMARY	
<b>Benefit Type</b>	Flat
<b>Multiple</b>	N/A
<b>Maximum Benefit</b>	\$23,000
<b>Earnings Definition</b>	N/A
<b>Guarantee Issue</b>	N/A
<b>Waiver of Premium</b>	Waived To Specific Age
<b>Age Reduction Formula</b>	
Age 65	35%
Age 70	60%
Age 75	75%
Age 80	85%
<b>Accelerated Benefit</b>	
<b>Benefit %</b>	50%
<b>Benefit Maximum</b>	\$250,000

This plan is currently offered for Insurance Class 2

AD&D BENEFITS SUMMARY	
<b>Benefit Type</b>	Flat
<b>Multiple</b>	N/A
<b>Maximum Benefit</b>	\$23,000
<b>Earnings Definition</b>	N/A

Plan information is for illustrative purposes only. Please consult plan contract for specific benefit levels.  
Guardian Life Insurance Company of America

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

**IN THE MATTER OF AUTHORIZING PAYMENT OF SHERMAN IVY'S REFUND  
FROM THE PUBLIC EMPLOYEES' RETIREMENT SYSTEM FOR YEAR 2014**

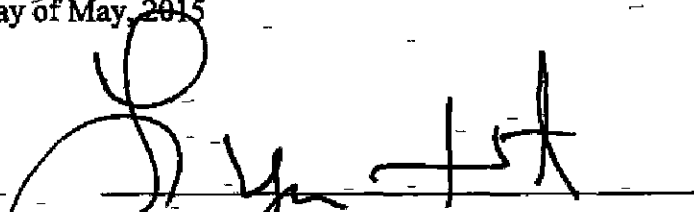
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There came on this day for consideration the matter of authorizing payment of Sherman Ivy's refund from the Public Employees' Retirement System for year 2014

It appears to this Board as attached hereto as Exhibit A is, the notice of refund/overpayment for year 2014 for the Constables Net Fee Income and that PERS is refunding to the County \$2,342 08 which represents the overpayment/refund due back to Sherman Ivy

After motion by Floyd McKee and second by Shelton Deanes this Board doth vote unanimously to authorize to pay the said refund of overpayment for year 2014 on the Constables net fee income to Sherman Ivy in the amount of \$2,342 08

SO ORDERED this the 7th day of May, 2015

  
\_\_\_\_\_  
President



Providing Benefits for Life

May 4, 2015

**CERTIFIED MAIL**

Clay County Board of Supervisors  
Attn Payroll Department  
P O Box 815  
West Point, MS 39773-0815

RE Honorable Sherman Ivy -  
2014 Constable Retirement Contributions

Dear Employer

Enclosed is a refund check issued to Clay County Board of Supervisors in the amount of \$2,342.08, check #6562. This refund represents an overpayment of Sherman Ivy's retirement contributions on his Constable Net Fee Income for calendar year 2014.

Please refund the applicable amount to Mr. Ivy accordingly. If additional information is required, please notify us in writing.

Sincerely,

A handwritten signature in black ink, appearing to read 'Cassie Gregory', is written over the typed name.

Cassie Gregory  
Account Specialist I  
Employer Reporting

Encls

pc Honorable Sherman Ivy

PUBLIC EMPLOYEES RETIREMENT SYSTEM OF MISSISSIPPI

SOCIAL SECURITY NUMBER		RECIPIENT NAME		DATE	
64 6000252		CLAY CO. BD OF SUPR		05/01/2015	
				NO 6562	
GROSS BENEFIT			DEDUCTIONS		
DESCRIPTION	CURRENT	YEAR TO DATE	DESCRIPTION	CURRENT	YEAR TO DATE
NON TAX EMPR CONT	\$2,342.08	\$2,342.08			
<b>GROSS TOTALS</b>	<b>\$2,342.08</b>	<b>\$2,342.08</b>	<b>DEDUCTION TOTALS</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>DEDUCTIONS</b>	<b>\$0.00</b>	<b>\$0.00</b>			
<b>NET AMOUNT</b>	<b>\$2,342.08</b>				

PUBLIC EMPLOYEES RETIREMENT SYSTEM / 429 MISSISSIPPI STREET / JACKSON MISSISSIPPI 39201-1005

▼ REMOVE DOCUMENT ALONG THIS PERFORATION ▼

PUBLIC EMPLOYEES RETIREMENT SYSTEM OF MISSISSIPPI  
 429 MISSISSIPPI STREET / JACKSON, MISSISSIPPI 39201-1005

RETIREMENT SYSTEM OF	SOCIAL SECURITY NUMBER	DATE	NET AMOUNT
PUBLIC EMPLOYEES RETIREMENT SYSTEM	64 6000252	05/01/2015	\$2,342.08

TWO THOUSAND THREE HUNDRED FORTY TWO DOLLARS AND EIGHT CENTS

PAY TO THE ORDER OF: CLAY CO. BD OF SUPR  
 CHANCERY CLERK  
 PO BOX 113  
 WEST POINT, MS 39222-0113

REGIONS BANK 10473899 THE CLAY COUNTY TREASURER

⑈00006562⑈ ⑆064103079⑆ ⑈000084083⑈

NO \_\_\_\_\_

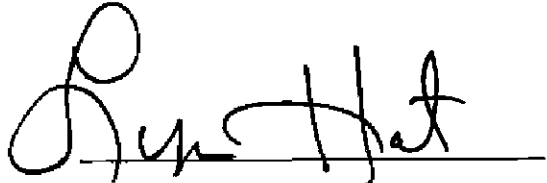
**IN THE MATTER OF AUTHORIZING TO SPREAD ON THE MINUTES THE BCAP  
REPORT FOR THE MONTH OF APRIL 2015**

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There came on this day for consideration the matter of authorizing to spread on the minutes the BCAP Report for the month of April 2015

After motion by R B Davis and second by Luke Lummus this Board doth vote unanimously to authorize and approve to spread on the minutes the BCAP report as attached hereto as Exhibit A for the month of April, 2015

SO ORDERED this the 7<sup>th</sup> day of May, 2015

  
\_\_\_\_\_  
President

# Monthly BCAP Report

Apr-15

## Direct Control

Project	Hours	Beavers	Dams
Decker Rd Hamblin	3	1	0
Colony Rd South	4	1	0
Hwy 50 Pate	15	0	1
Blair Rd Johnson	1	0	0
Wicks Rd	7	1	5
Beasley Rd	9	3	1
CWC Line Rd Grimsley	3	1	2
S Bennett Rd	25	0	3
Hwy 46 Gipson	65	0	7
Hwy 47 Barr	3	1	0

## T A Survey

Hours

4

Location

Hwy 46 Gipson, Colony rd Pate, Backer Rd  
Lake Lilly Rd Haas, CWC Line Rd Grimsley,  
Una/Brand Rd,

NO \_\_\_\_\_

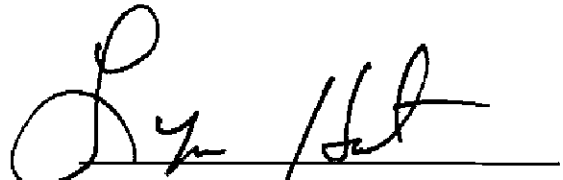
**IN THE MATTER OF AUTHORIZING THE PRESIDENT TO EXECUTE THE MDEQ  
GRANT AS APPROVED FOR THE SOLID WASTE ENFORCEMENT OFFICER**

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There came on this day for consideration the matter of authorizing the President to execute the MDEQ Grant as approved for the Solid Waste Enforcement Officer

After motion by Shelton Deanes and second by Floyd McKee this Board doth vote unanimously to authorize the President to execute the grant documents as attached hereto as Exhibit A for the funding of the Solid Waste Enforcement officer

SO ORDERED this the 7<sup>th</sup> day of May, 2015

  
\_\_\_\_\_  
President





STATE OF MISSISSIPPI  
PHIL BRYANT  
GOVERNOR  
MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY  
GARY C. RIKARD EXECUTIVE DIRECTOR

April 28, 2015

Mr Lynn D Horton, President  
Clay County Board of Supervisors  
P O Box 815  
West Point, MS 39773

Dear Mr Horton

Our Department has completed a favorable review of the solid waste assistance grant application for non-competitive funds submitted on behalf of The Clay County Board of Supervisors (County). Based on this review, the Department is approving a grant award to the County in the amount of \$10,618 subject to the full execution of a formal grant agreement. The terms of the grant agreement will include the program as proposed in the County's solid waste assistance grant application.

The formal grant agreement has been enclosed for your review and signature. Please sign the three copies of the agreement and return these three copies within 30 days from the above date to Mr Brad Ware at our Department (please do not sign attachment B, release of claims form at this time). Please contact our office at (601) 961-5171 if you have any questions concerning your grant award.

Sincerely,

Luis Murillo  
Solid Waste Policy, Planning & Grants Branch

Enclosures

<b>MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY ASSISTANCE AGREEMENT</b>		Assistance ID No SW1017	
		Date of Staff Approval 28-Apr-15	
<b>AGREEMENT TYPE</b>		Recipient Type	
Cooperative Agreement		COUNTY	
Grant Agreement	X	Tax ID No	
Assistance Amendment			
<b>RECIPIENT</b> CLAY COUNTY BOARD OF SUPERVISORS P O BOX 815 WEST POINT, MS 39773		<b>PROJECT MANAGER</b> AMY BERRY CHANCERY CLERK	
<b>ISSUING OFFICE</b> MS DEPT OF ENVIRONMENTAL QUALITY OFFICE OF POLLUTION CONTROL P O BOX 2261 JACKSON, MS 39225		<b>PROJECT MANAGER</b> LUIS MURILLO SOLID WASTE POLICY, PLANNING AND GRANTS BRANCH	
<b>ASSISTANCE PROGRAM</b> LOCAL GOVERNMENT SOLID WASTE ASSISTANCE PROGRAM		<b>STATUTORY AUTHORITY</b> SECTION 17-17-65 MS CODE ANN	
<b>PROJECT TITLE AND DESCRIPTION</b> SOLID WASTE ENFORCEMENT OFFICER			
<b>PROJECT LOCATION</b> CITY COUNTY CLAY STATE MS		<b>PROJECT PERIOD</b> The project period shall begin upon execution of the grant agreement by the Executive Director of MDEQ and end no later than <b>JUNE 30, 2016</b>	
		<b>TOTAL PROJECTED PERIOD COST</b> \$ 10,618 00	
<b>FUNDS</b>		<b>Former Award</b>	<b>This Action</b>
MDEQ Amount This Action (4049)			\$ 10,618 00
Other Contribution			
Recipient Contribution			\$ 10,618 00
Total Project Cost			\$ 21,236 00
<b>APPROVED BUDGET</b>			
Personnel			\$ 10,618 00
Indirect			
Travel			
Equipment			
Supplies			
Educational Material			
Construction			
Other			
<b>Total Charges</b>			\$ 10,618 00
<b>METHOD OF PAYMENT</b>			
Advance			
Reimbursement		X	

SPECIAL TERMS AND CONDITIONS FOR ASSISTANCE AGREEMENT,  
(Local Governments Solid Waste Assistance Program)

Method of Payment

Reimbursement shall be the method of payment. The recipient shall submit Attachment A, Request for Payment, and additional documentation for verification of service/work performed prior to payment being issued. Request for Payment forms and supporting documentation shall be submitted to Mississippi Department of Environmental Quality (MDEQ) on a quarterly basis and include a report of activities to date, (i.e., unauthorized dump sites cleaned, etc.). The recipient shall submit a payment request for eligible program activities performed through June 30 of each year no later than July 31 of that year. All requests for payment related to this grant agreement shall be submitted to MDEQ no later than forty-five (45) days after the expiration date of the grant agreement after which time, the grant agreement will be considered closed and funds will no longer be available to the recipient. Funds utilized and/or disbursed under this grant award shall be consistent with the recipient's approved grant application, incorporated herein by reference. This clause shall supercede Clause 5, Method of Payment of the Standard Terms and Conditions.

Disposal of Wastes

Disposal of solid wastes from the clean-up of unauthorized dumps or from other collection activities funded by this grant shall be conducted in accordance with existing solid waste disposal laws and regulations. The preferred method of disposal shall be the removal of the wastes to a permitted/authorized solid waste landfill, or where appropriate, rubbish landfill. However, if conditions warrant, the recipient, upon concurrence from MDEQ, may elect to abate an unauthorized dump by on-site burial of such wastes as allowed by state law. On-site burial of wastes shall be considered by MDEQ on a case-by-case and shall be limited to nonhazardous wastes.

Grant Administration Costs

The recipient shall use not more than three percent (3%) of funds provided through this grant to defray the costs of administration of the grant.

Responsible Party

If a person is found to be responsible for creating an unauthorized dump, the recipient shall make a reasonable effort to require that person to clean up the property before expending any monies from this funding to clean up the property. If the recipient is unable to locate the person responsible for creating the dump, or if the recipient determines that person is financially or otherwise incapable of cleaning up the property, the recipient may use the monies from the fund to clean up the property and shall make a reasonable effort to recover from the responsible person any funds expended.

Enforcement Officer

Upon selection or designation of the enforcement officer the Recipient agrees to provide MDEQ with the following information

- 1 - Name, address, telephone number, fax number, and, where applicable, e-mail address for the enforcement officer,
- 2 Detailed description of the duties and responsibilities for the enforcement officer

Should the enforcement officer be replaced due to resignation, or attrition, the recipient shall provide the information above upon selection of the replacement

Recipient further agrees that the enforcement officer shall be required to investigate local complaint related matters, which may be directed to the enforcement officer by MDEQ

Recipient further agrees to adhere to the Local Solid Waste Enforcement Officers Duties and Procedures guidance document prescribed by MDEQ

Household Hazardous Waste Collection Project (HHW)

The Recipient shall conduct a HHW project in accordance with Sections 17-17-439 through 17-17-445 and the Mississippi "Right-Way to Throw Away Program "

The Recipient shall provide to MDEQ a comprehensive report following the HHW collection day event which would include, at a minimum, the following

- 1 - Description of the public notification efforts,
- 2 Amounts of waste collected, by type,
- 3 Cost summary;
- 4 Number of residents participating in the HHW collection day event

The Recipient shall ensure that all hazardous materials collected shall be disposed by a contractor who is properly licensed and approved by all applicable regulatory agencies

## STANDARD TERMS AND CONDITIONS FOR ASSISTANCE AGREEMENTS

### 1 Workplan

The workplan (grant application) constitutes the Recipient's and MDEQ's commitment to accomplish the program goals and objectives. MDEQ's review and evaluation of performance under this agreement and MDEQ's response to the findings of oversight will be carried out in accordance with the stated policies.

### 2 Expenditure Commitment

The Recipient commits to expend the funds awarded in this agreement and to complete the funded project in accordance with the workplan included in this grant application (workplan) and incorporated into this agreement by reference.

### 3 Financial Management

MDEQ requires that Recipients have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every grant dollar from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation are vendor invoices, bills of lading, payment vouchers, payrolls, bank statements and reconciliations.

### 4. Audit Access to Records

Recipient assures that it will give MDEQ, the Comptroller General of the United States, and the State of Mississippi, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award, will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives, and will retain all required records relating to this agreement for three years after project completion and all other pending matters are closed.

### 5 Method of Payment

Reimbursement shall be the preferred method of funding. Recipients shall be paid a predetermined sum for services/work performed. Recipient shall submit a Request for Payment, as provided in Attachment A, and additional documentation for verification of service/work performed prior to payment being issued. In special cases, funding advances may be allowed, subject to approval by MDEQ. Requests for Payment and applicable supporting documentation shall be submitted to MDEQ upon project completion. All requests for payments related to this grant shall be submitted to MDEQ no later than forty-five (45) days after the expiration date of the grant.

6 Final Payment

Pursuant to satisfactory completion of the work performed under this agreement as may be determined by final inspection, and as a condition before final payment under this agreement or as termination settlement under this agreement, the Recipient shall execute and deliver to MDEQ a release of all claims against MDEQ arising under, or by virtue of, this agreement, except claims which are specifically exempted by the Recipient to be set forth therein. Such release is provided in Attachment B of this agreement. Unless otherwise provided in this agreement, by state law, or expressly agreed to by the parties in this agreement, final payment under this agreement or settlement upon termination of this agreement shall not constitute waiver of MDEQ's claims against the Recipient or his sureties under this agreement or applicable performance and payment of bonds

7 Procurement

Recipient shall comply with purchasing guidelines established in 31-7-13 of the Mississippi Code in the procurement of commodities and services

8 Disadvantaged Businesses

Recipient will ensure that its best efforts will be used in making available to minority businesses a minimum of 5% of the grant funds that may be expended as necessary in obtaining any supplies, construction, equipment, or services in completing the project detailed in the Workplan.

9 Title to Real Property, Equipment and Supplies

Unless otherwise agreed to, title to any real property, equipment and supplies that may be acquired under this agreement shall vest upon acquisition in the Recipient. Real property, equipment and supplies shall be used by the Recipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by grant funds

10 Changes and Amendments

Changes may be made to the agreement in relation to the effective period of the agreement, the total amount of the agreement, budgetary categories associated with the funding of the agreement, and the work to be performed as defined in the work plan. Such changes shall be constructively made by way of a formal agreement amendment, which shall require written approval of the Executive Director of MDEQ prior to any such changes being made. Changes which affect the total amount of the agreement may also require prior approval by the Commission on Environmental Quality

11 Recycled Paper

Recipient agrees to use recycled paper for all reports which are prepared as a part of this agreement and delivered to MDEQ

12 Gratuities

A If MDEQ finds, after a notice and hearing, that the Recipient or any of the Recipient's agents or representatives offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any employee, official or agent of MDEQ, the state agency providing funds used in this agreement in an attempt to secure a agreement or favorable treatment in awarding, amending or making any determination related to the performance of this agreement, MDEQ may, by written notice to the Recipient, terminate this agreement. MDEQ may also pursue other rights and remedies that the law or this agreement provides. However, the existence of the facts on which MDEQ bases such findings shall be in issue and may be reviewed in proceedings under the Remedies clause of this agreement

B In the event this agreement is terminated as provided in paragraph A., MDEQ may pursue the same remedies against the Recipient as it could pursue in the event of a breach of the agreement by the Recipient, and as a penalty, in addition to any other damages to which it may be entitled by law, be entitled to exemplary damages in an amount (as determined by MDEQ) which shall be not less than three nor more than ten times the costs the Recipient incurs in providing any such gratuities to such officer or employee

13 Publication and Publicity

A Recipient may publish results of its participation pursuant to this agreement after prior review by and consent by MDEQ's Project Manager provided that (1) such publications acknowledge that the program is supported by funds granted by MDEQ, and (2) that one (1) copy of the publication is furnished to MDEQ

B Recipient shall use its best efforts to ensure that any publicity received by the Recipient as a result of the work funded by this agreement shall acknowledge that the program is supported by funds granted by MDEQ

14 Hold Harmless for Personnel Claims

To the extent permitted by Mississippi law, recipient agrees to indemnify, save and hold harmless the Mississippi Commission on Environmental Quality, MDEQ and the state of Mississippi, as well as their employees, from and against any and all losses, claims, debts, demands, damages, suits or actions at law, judgments, and costs, including attorney's fees, or expenses on the part of MDEQ or MDEQ's agents or employees arising out of or attributable

to work performed under this agreement or the use of facilities or equipment provided to Recipient under the terms of this agreement

15 Assurances

The Recipient certifies that

- A - It maintains the legal authority to apply for state assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-state share of project costs) to ensure proper planning, management and completion of the project described in the grant application.
- B - It is not presently debarred, suspended, proposed for debarment, declared ineligible from participating in government projects, has not within a three year period preceding this application been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing public transactions, has not within a three year period preceding this proposal been convicted of violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property, is not presently indicted or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein, and has not within a three year period preceding this application had one or more public transactions terminated for default.
- C - It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain
- D - It will comply with all applicable requirements or State and Federal laws, executive orders, regulations and policies governing this program
- E - The Recipient shall maintain current permits and approvals necessary from applicable regulatory agencies to carry out the project/program activities

16 Enforcement

- A. If a Recipient materially fails to comply with any term of an award, whether stated in Federal and State statute or regulation, an assurance, in a State plan or application, a notice of an award, or elsewhere, MDEQ may take one or more of the following actions, as appropriate in the circumstances
  - 1 - Temporarily withholding payments pending correction of the deficiency by the Recipient or more severe enforcement by MDEQ,



- 2 Disallow (that is deny both use of funds and matching credit for) all or part of the cost of the activity of action not in compliance,
  - 3 Wholly or partly suspend or terminate the current award for the Recipient's program.
  - 4 Withhold further awards for the program, or
  - 5 Take other remedies that may be legally available
- B In taking an enforcement action, MDEQ will provide the Recipient an opportunity for such hearing, appeal, or other administrative proceeding to which the Recipient is entitled under any statute or regulation applicable to the action involved
- C Costs of Recipient resulting from obligations incurred by the Recipient during a suspension or after termination of an award are not allowable unless MDEQ expressly authorizes them in the notice of suspension or termination or subsequently. Other Recipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if
- 1 The costs result from obligations which were properly incurred by the Recipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancelable, and
  - 2 The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

17 Termination for Convenience

This agreement may be terminated in whole or in part as follows

- A. By MDEQ with the consent of the Recipient in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of a partial termination, the portion to be terminated, or
- B By the Recipient upon written notification to MDEQ, setting forth the reasons for such termination, the effective date, and in the case of a partial termination, the portion to be terminated. However, if, in the case of a partial termination, MDEQ determines that the remaining portion of the award will not accomplish the purposes for which the award was made, MDEQ may terminate the award in its entirety under paragraph A. of this section.

Unless otherwise provided in this agreement, all claims, counter-claims, disputes and other matters in question between MDEQ and the Recipient arising out of, or relating to, this agreement or the breach of it will be decided in a court of competent jurisdiction within the State of Mississippi. Before pleading to the Mississippi judicial system at any level, the Recipient must exhaust all administrative remedies in effect on the date the agreement giving rise to the dispute was executed.

The State of Mississippi, acting by and through the Mississippi Department of Environmental Quality, hereby offers assistance/amendment **CLAY COUNTY BOARD OF SUPERVISORS** for all approved costs incurred up to and not exceeding **\$10,618.00** for the support of approved budget period effort described in application (including all application modifications) cited in this agreement for **SOLID WASTE ENFORCEMENT OFFICER.**

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY**

\_\_\_\_\_  
Gary C. Rikard  
Executive Director

\_\_\_\_\_  
Date

**CLAY COUNTY BOARD OF SUPERVISORS**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

ATTACHMENT B

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

RELEASE OF CLAIMS

Agreement Number SW1017

WHEREAS, by the terms of the above-identified agreement entered into by the Mississippi Department of Environmental Quality and the Recipient, **CLAY COUNTY BOARD OF SUPERVISORS** it is provided that after completion of all work, and prior to final payment, the Recipient will furnish the Mississippi Department of Environmental Quality with a release of all claims,

NOW, THEREFORE, in consideration of the above premises and the payments by the Mississippi Department of Environmental Quality to the Recipient pursuant to the above referenced agreement, the sum of \$ \_\_\_\_\_, the Recipient hereby remises, releases, and forever discharges the Mississippi Department of Environmental Quality, its officers, agents, and employees, of and from all manner of debts, dues, liabilities, obligations, accounts, claims, and demands whatsoever, in law and equity, under or by virtue of the said agreement except

**CLAY COUNTY BOARD OF SUPERVISORS**

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Authorized Signature

**ATTACHMENT A  
MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY  
ATTN: INVOICES  
P. O. BOX 2369  
JACKSON, MS 39225**

**REQUEST FOR PAYMENT**

Name of Recipient \_\_\_\_\_ Grant Agreement No \_\_\_\_\_

Address \_\_\_\_\_ Person preparing report \_\_\_\_\_

\_\_\_\_\_ Telephone number \_\_\_\_\_

\_\_\_\_\_ Request period From \_\_\_\_\_ To \_\_\_\_\_

- |   |  |          |
|---|--|----------|
| 1 | Amount of this payment request   | \$ _____ |
| 2 | Total amount of grant:   | \$ _____ |
| 3 | Total prior payments approved  | \$ _____ |
| 4 | Total funds requested to date ( <i>line 1 plus line 3</i> )                        | \$ _____ |
| 5 | Balance of grant funds remaining after this request ( <i>line 2 minus line 4</i> ) | \$ _____ |

---

**TO BE COMPLETED ONLY IF RECIPIENT IS PROVIDING FUNDS TO THE GRANT PROJECT**

- |   |   |          |
|---|---|----------|
| 6 | Total funds to be contributed by recipient.                           | \$ _____ |
| 7 | Amount contributed by recipient to date                               | \$ _____ |
| 8 | Balance to be contributed by recipient ( <i>line 6 minus line 7</i> ) | \$ _____ |

I hereby certify that the amount requested is for reimbursement of allowable costs consistent with the terms of this agreement, that request for reimbursement of these costs has not previously been made, and that the amounts requested herein do not exceed budgeted amounts stipulated in the award

NOTE Please attach appropriate documentation that supports this payment request (for example, payroll records for Enforcement officer, billing records, volume of tires disposed, volume of solid wastes disposed, location of solid waste sites cleaned up)

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Typed Name and Title of Authorized Official

\_\_\_\_\_  
Date

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

**IN THE MATTER OF TAKING THE MS STATE AID STRIPING PROJECT BIDS.  
UNDER ADVISEMENT.**

---

There came on this day for consideration the matter of taking the MS State Aid Striping Project bids under advisement.

After motion by Shelton Deanes and second by Luke Lummus this Board doth vote unanimously to take the said bids under advisement until further review by the County Engineer and the MS Department of State Aid.

SO ORDERED this the 7<sup>th</sup> day of May, 2015



President

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

**IN THE MATTER OF AUTHORIZING SHELTON DEANES TO GO ON PRIVATE PROPERTY TO STOP THE FLOODING ON BAKER ROAD DUE TO BEAVER DAMS**

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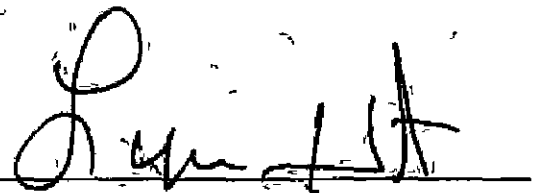
There came on this day for consideration the matter of authorizing Shelton Deanes to go on private property to stop the flooding on a Baker Road due to Beaver Dams

It appears to this Board Supervisor Shelton Deanes is requesting this Board's authority to go on the private property of Mary Ward to remove the said beaver dams which have set in due to the rain and are have now causing flooding on Baker Road and keeping the road from being traveled by the public, and,

It appears to this Board if the beaver dams are not removed the beavers will flood and destroy the County Road

After motion by Shelton Deanes and second by Luke Lummus this Board doth vote unanimously to authorize and approve Shelton Deanes and the District 4 Road crew to travel on the private property of Mary Ward in order to remove the said beaver dams which are flooding Baker Road

SO ORDERED this the 7<sup>th</sup> day of May, 2015.



President

NO \_\_\_\_\_

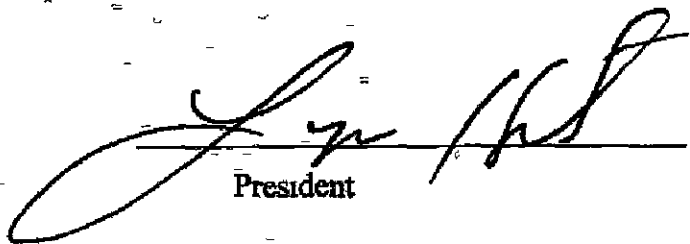
**IN THE MATTER OF AWARDING THE MS STATE AID STRIPING PROJECT BID  
TO J C CHEEK INC**

---

There came on this day for consideration the matter of awarding the MS State Aid Striping Project Bid to J C Cheek Inc

After motion by R. B Davis and second by Shelton Deanes this Board doth vote unanimously to accept and award the lowest and best bid of J C Cheek Inc in the amount of \$237,407 22 for the MS State Aid Striping Project.

SO ORDERED this the 7<sup>th</sup> day of May, 2015

  
\_\_\_\_\_  
President

CLAY County

ORDER OF CLAY COUNTY BOARD OF SUPERVISORS AWARDED CONTRACT AND ESTABLISHING PROJECT FUND FOR THE ABOVE NUMBERED PROJECT

WHEREAS, said Board has on this the 7 day of MAY, 2015 received and opened bids on said project, and

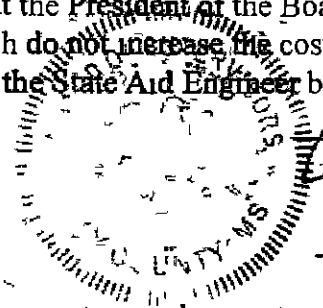
WHEREAS, We the Board of Supervisors of CLAY County, Mississippi, having advertised for bids on the above numbered project and proof of publication of said advertisement having been filed with the Clerk of the Board of Supervisors in the manner and form required by statute, and

WHEREAS, the lowest regular bid was submitted by J C CHEEK CONTRACTORS, INC of KOSCIUSKO, MISSISSIPPI in the amount of \$ 237,407.22

NOW, THEREFORE, IT IS HEREBY ORDERED by the Board of Supervisors of CLAY County that the contract be awarded to J C CHEEK CONTRACTORS, INC subject to approval of the State Aid Engineer, and that the President of the Board be and he is hereby authorized to execute the contract with the Contractor after a satisfactory performance bond has been furnished

IT IS FURTHER ORDERED that the project fund in the amount of \$ 249,300.00 (including 5% contingencies) and an additional amount, limited to 17% of contract construction cost, to cover engineering services of \$ 28,500.00, be established by transferring a total of \$ 277,800.00 State Aid funds from CLAY County's State Aid fund to a project fund and earmarked for this project. The State Aid Engineer is hereby authorized to take such action as necessary to effectuate this transfer. In case of unexpected overruns in costs which would increase the cost of the project beyond the amount of the project fund established herein, the State Aid Engineer is further authorized to transfer additional funds, limited to 10% of the construction costs, to the project fund as are needed to pay such overruns in final construction costs.

IT IS FURTHER ORDERED that the President of the Board is hereby authorized to execute Supplemental Agreements to the original contract which do not increase the cost of the project in excess of the project fund authorized herein. It is also ordered that the State Aid Engineer be furnished a certified copy of this order.



[Signature]  
President, Board of Supervisors

CLAY County

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 upon the minutes of said Board of Supervisors, Minute Book No 148, Page No \_\_\_\_\_, same having been adopted at a meeting of said Board of Supervisors on the 7th day of MAY, 2015.

[Signature]  
Clerk of Board of Supervisors

CLAY County



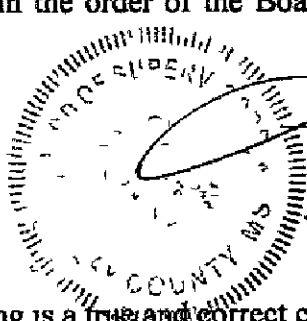
ORDER OF BOARD OF SUPERVISORS OF Clay COUNTY  
REQUESTING "ADVANCE CREDITS" IN STATE AID FUNDS TO BE USED  
ON PROJECT NO SAP-13(8)M, Clay COUNTY

WHEREAS, under the provisions of Section 8035-05, Mississippi Code of 1942, as amended by House Bill No 238, Laws of 1970, the State Aid Engineer of the State of Mississippi is authorized to make "advance credits" to a County, under certain limitations, and

WHEREAS, the Board of Supervisors of Clay County, Mississippi, desires that "advance credits" of such State Aid funds, in the estimated amount of \$ 72,486 00, be approved for use on Project No SAP-13(8)M, Clay County, Mississippi, and

WHEREAS, this Board of Supervisors certifies that it will not issue any bonds as authorized by Section 2926-21, Mississippi Code of 1942, as amended by House Bill No 615, Laws of 1970, against the anticipated allocations of State Aid funds against which these "advance credits" are requested to be made

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Clay County, Mississippi, that the State Aid Engineer be and he is hereby requested to approve "advance credits" for this project, in the estimated amount requested above, and to specifically earmark same for this project. In the event the low bid for this project is in excess of the estimated amount requested above, the State Aid Engineer is authorized and requested to approve additional "advance credits" for this project, with such funds limited to the amount of State Aid funds set out in the order of the Board awarding the contract and establishing the project fund for this project



*[Signature]*  
\_\_\_\_\_  
President, Board of Supervisors  
Clay County, Mississippi

This is to certify that the foregoing is a true and correct copy of an Order passed by the Board of Supervisors of Clay County, Mississippi, entered into the Minutes of said Board of Supervisors, Minute Book No 148, Page No       , same having been adopted at a meeting of said Board of Supervisors on the 7<sup>th</sup> day of May, 2015

*[Signature]*  
\_\_\_\_\_  
Clerk of Board of Supervisors  
Clay County, Mississippi

**BID SHEET**  
**CLAY COUNTY BOARD OF SUPERVISORS**  
**STRIPING AND SIGNING**  
**ROAD "A" THRU "U"**  
**THURSDAY, MAY 7, 2015 AT 10 00 A.M**  
**CSE #215002 - SAP-13(8)M**

**CONTRACTOR**

**TOTAL BASE BID**

JC CHEEK  
License No 01881-MC

\$ 237,407.22

RIVERSIDE TRAFFIC  
License No 07122-SC

\$ 258,357.58

ROBBIE ROBINSON, INC  
License No 07191-SC

\$ 252,074.96

TRAFFIC CONTROL PRODUCTS CO, INC  
License No 06079-SC

\$ 277,143.52

*54.6 project miles to be striped & signed  
project estimate \$ 282,989.25*

NO \_\_\_\_\_

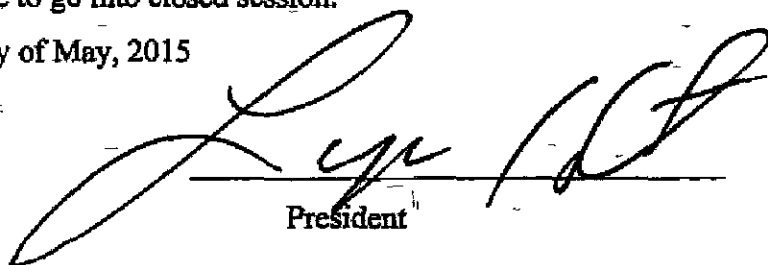
**IN THE MATTER OF GOING INTO CLOSED SESSION**

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There came on this day for consideration the matter of going into closed session.

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

SO ORDERED this the 7<sup>th</sup> day of May, 2015

  
\_\_\_\_\_  
President

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

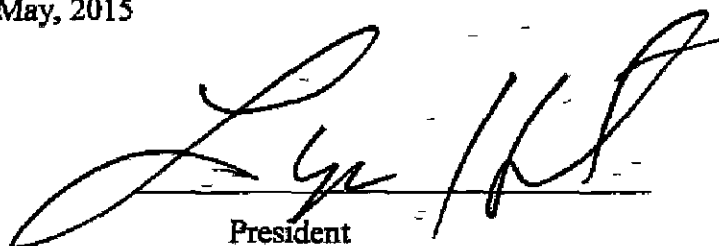
**IN THE MATTER OF GOING FROM CLOSED SESSION TO EXECUTIVE SESSION**

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

After motion by Shelton Deanes and second by Floyd McKee this Board doth vote unanimously to authorize and approve to go from closed session to executive session to discuss a personnel matter and potential litigation matter as allowed under Section 25-41-7 of the *Mississippi Code*

SO ORDERED this the 7<sup>th</sup> day of May, 2015

  
\_\_\_\_\_  
President

NO \_\_\_\_\_

**IN THE MATTER OF AUTHORIZING TO HIRE WILLY WALKER PART-TIME**

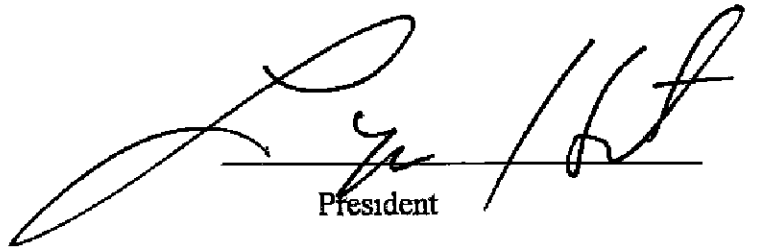
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There came on this day for consideration the matter of authorizing to hire Willie Walker part time

It appears to this Board the matter of considering to employ Willie Walker on a part-time or full-time basis

After motion by R. B Davis and second by Floyd McKee this Board doth vote unanimously to authorize to employ Willie Walker on a permanent part-time basis to work for the county to clean the E911 building and any of the districts with a particular project with mileage being reimbursed from the said district as applicable

SO ORDERED this the 7<sup>th</sup> day of May, 2015

  
\_\_\_\_\_  
President

NO \_\_\_\_\_

**IN THE MATTER OF APPOINTING NIKKI CUDE TO SERVE AS THE PURCHASE  
CLERK OF CLAY COUNTY, MS**

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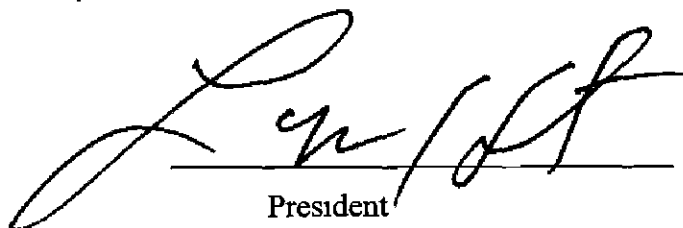
There came on this day for consideration the matter of appointing Nikki Cude to serve as the Purchase Clerk of Clay County, MS

It appears to this Board Teresa Ware is planning on retiring effective June 30, 2015 and comes now the matter of filling the said vacancy which will exist, and,

It appears that currently Nikki Cude serves as the Assistance Purchase Clerk and has been certified by the Office of State Auditor's Purchase Clerk Certification Training

After motion by Floyd McKee and second by R B Davis this Board doth vote unanimously to authorize to appoint Nikki Cude to serve as the Purchase Clerk of Clay County at an annual salary of \$8,000 00 per year effective July 1, 2015

SO ORDERED this the 7<sup>th</sup> day of May, 2015

  
\_\_\_\_\_  
President

NO \_\_\_\_\_

**IN THE MATTER OF APPOINTING AVA G HARRIS TO SERVE AS THE  
ASSISTANT PURCHASE CLERK OF CLAY COUNTY, MS**

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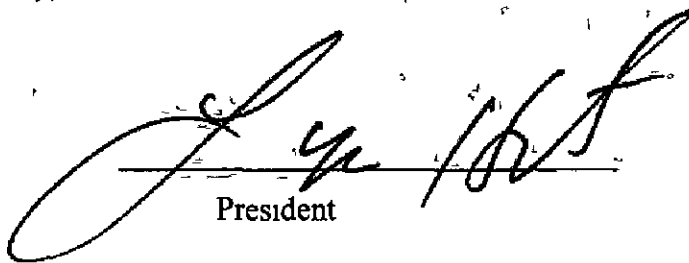
There came on this day for consideration the matter of appointing Ava G Harris to serve as the Assistant Purchase Clerk of Clay County, MS

It appears to this Board Teresa Ware is planning on retiring effective June 30, 2015 and comes now the matter of filling the said vacancy which will exist, and,

It appears that this Board appointed Nikki Cude to serve as the Purchase Clerk effective July 1, 2015 and a vacancy will exist as the Assistant Purchase Clerk for the County

After motion by Floyd McKee and second by R B Davis this Board doth vote unanimously to authorize to appoint Ava G Harris to serve as the Assistant Purchase Clerk of Clay County at the current annual salary of \$5,000 00 per year effective July 1, 2015

SO ORDERED this the 7th day of May, 2015

  
\_\_\_\_\_  
President

NO \_\_\_\_\_

**IN THE MATTER OF AUTHORIZING A PAY RAISE FOR DENNIS JEFFERSON**

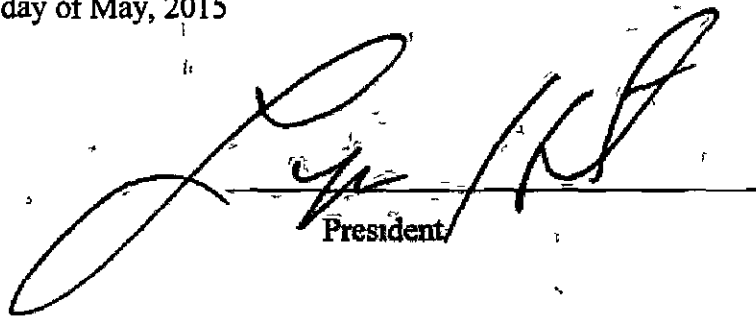
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There came on this day for consideration the matter of authorizing a pay raise to Dennis Jefferson

It appears to this Board Dennis Jefferson was hired as the Building Maintenance and Grounds Supervisor in April 2015 and at the time of hire as Building Maintenance and Grounds Supervisor, his pay remained the same as that of Jailor

After motion by Shelton Deanes and second by Luke Lummus this Board doth vote unanimously to authorize to increase Dennis Jefferson rate of pay to \$10.25 per hour as Building Maintenance and Grounds Supervisor

SO ORDERED this the 7<sup>th</sup> day of May, 2015

  
\_\_\_\_\_  
President

NO \_\_\_\_\_

**IN THE MATTER OF AUTHORIZING AND APPROVING OF THE MS  
DEVELOPMENT AUTHORITY TO ENGAGE JONES WALKER LLC TO  
REPRESENT THEIR INTEREST IN THE EMINENT DOMAIN CASES**

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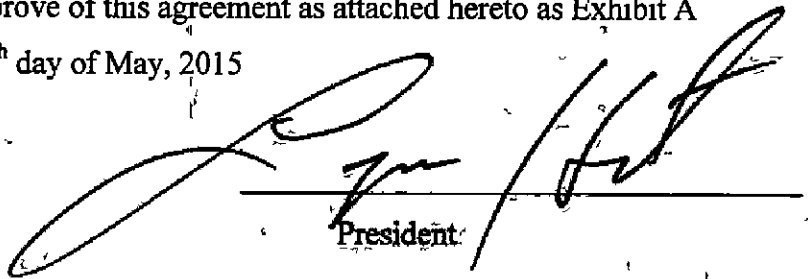
There came on this day for consideration the matter of authorizing and approving of the MS Development Authority to engage Jones Walker LLC to represent their interest in the eminent domain cases

It appears to this Board there could possibly be further litigation on the eminent domain cases in which the County had to acquire property for the purposes of building Yokohama Boulevard as outlined in the Memorandum of Understanding dated April 29, 2012, and,

It appears to this Board if further litigation develops in this case that this Board approves the MS Development Authority retaining Jones Walker LLC to represent their interest in defending this case at the expense of the MS Development Authority as outlined in the engagement letter as attached hereto as Exhibit A

After motion by Luke Lummus and second by Shelton Deanes this Board doth vote unanimously to authorize and approve of this agreement as attached hereto as Exhibit A

SO ORDERED this the 7<sup>th</sup> day of May, 2015

  
\_\_\_\_\_  
President



# JONES WALKER

190 EAST CAPITOL STREET SUITE 800 (39201)  
PO Box 427  
JACKSON, MISSISSIPPI 39205-0427  
601 949-4900  
FAX 601 949-4804  
www.joneswalker.com

Christopher S Pace  
Direct Dial 601-949-4839  
Direct Fax 601-949-4804  
cpace@joneswalker.com

May 4, 2015

VIA EMAIL

rbm@esmhe.net

Clay County Board of Supervisors  
Post Office Box 815  
West Point, Mississippi 39773

Attn Robert B Marshall, Jr  
Board Attorney

Re Representation Engagement Letter

Gentlemen

We are pleased to assist Clay County, Mississippi (the "County") and Bob Marshall, the attorney for the Board of Supervisors (the "Board"), in connection with, among other things, the defense of the following eminent domain cases in connection with the right-of-way acquisition for Yokohama Boulevard No 2013-0191-C and No 2013-0199-H in the Special Court of Eminent Domain Clay County, Mississippi (collectively the "Matters") This letter will confirm our discussion regarding the engagement and describe the basis on which our firm will provide legal services to the County and its designees

On behalf of the County, you have specifically asked that our firm serve as legal co-counsel for the County together with the Board's attorney with respect to assisting in these Matters If we and the County agree, we may limit or expand the scope of our representation of the County from time to time, provided such change is reflected in a written agreement between the County and this firm.

*Whenever we bill from Jones Walker*  
~~Client Responsibilities The County agrees to pay our statements for services and expenses as provided below, provided, however, we have been advised in writing by the Mississippi Development Authority that the Mississippi Development Authority and/or State Aid has agreed to reimburse or otherwise make such payments on behalf of the County. In addition, the County agrees to be candid and cooperative with us and to keep us informed with complete~~

{JX155014 1}

JONES WALKER LLP

ALABAMA ARIZONA CALIFORNIA DISTRICT OF COLUMBIA FLORIDA GEORGIA LOUISIANA MISSISSIPPI NEW YORK OHIO TEXAS

and accurate factual information, documents, electronically stored information and other data, and other communications relevant to the subject matter of our representation or otherwise reasonably requested by us

Partner-In-Charge As the firm's client attorneys for the County with respect to these Matters, Lisa Reppeto and I will be ultimately responsible for legal matters of the County entrusted to our firm and will take an active role in all of the matters within the scope of our assignment. If it appears advisable, we may call upon the services of other attorneys and legal assistants at the firm to assist in this matter. Under any circumstances, if there are any problems you encounter, please call them to my attention.

Compensation and Billing Practices We will charge for each of the matters we handle based upon our firm's "preferred" hourly rates, which is the lowest scale of rates charged by the Firm for the time spent by our legal personnel. These rates, as is the case with all rates charged by Jones Walker LLP, are generally reviewed at the beginning of each calendar year. Therefore, the preferred rates will remain in effect until December 31, 2015, unless the Company and we agree to any future adjustments. My current preferred hourly rate is \$335.00 and Lisa Reppeto's current preferred hourly rate is \$280.

Our statements will detail our charges for expenses and other ancillary services provided. Examples include charges for long-distance telephone calls, in-house messenger deliveries, computerized research services, and the use of our facsimile and photocopy machines. While our charges for these services are measured by use, they do not, in all instances, reflect our actual out-of-pocket costs. Our charges for some of these expenses exceed our direct cost in order to cover indirect expenses related to these services. We would be pleased to discuss the specific schedule of charges for these additional services with you and to answer any questions that you may have. If you would prefer, in some situations we can arrange for these ancillary services to be provided by third parties with direct billing to you. Where expenses involve significant payments to third parties, we may request that you pay the expenses directly. Any costs and expenses incurred by Jones Walker shall be due and owing in full in addition to the aforementioned fees.

We normally submit statements to our clients monthly during the course of an engagement. This procedure ensures that our clients have an understanding of our charges and that they are not surprised by bills covering services for an extended period of time. We ask and expect payment of our statements on a current basis, since delayed payments add to our overall cost of providing services. We also encourage you to raise any questions that you may have concerning our billing policies. Unless otherwise directed, we will send our statements to you for processing.

Termination of Engagement Subject to the firm's right to withdraw as counsel, our representation of the County shall continue until terminated by the County upon written notice to

the firm, at any time. Such termination shall not, however, relieve the County of the obligation to pay for all services already rendered, including work in progress and remaining incomplete at the time of termination, and to pay for all expenses incurred on behalf of the County through the date of termination.

We reserve the right to withdraw from our representation as required or permitted by the applicable rules of professional conduct upon written notice to the County. In the event that we terminate the engagement, we will take such steps as are reasonably practicable to protect the County's interests in the matters we handle for it, and the County agrees to take all steps necessary to free us of any obligation to further perform, including the execution of any documents necessary to perfect our withdrawal. We will be entitled to be paid for all services rendered and costs or expenses incurred on behalf of the County through the date of withdrawal.

Choice of Law The relationship between the County and the firm, including the validity, construction, and enforceability of this engagement letter, shall be governed in all respects by the law and professional conduct rules of Mississippi, without regard to conflicts of laws principles.

Entire Agreement This letter constitutes the entire understanding and agreement between the County and this firm regarding the terms of our engagement and supersedes any prior understandings and agreements, written or oral, and any subsequent billing requirements, Outside Counsel Guidelines, or letters submitted to us by the County in connection with this matter. If any provision of this engagement letter is held by a court or arbitration panel to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect. This engagement letter may be amended only by means of a subsequent, written agreement between the County and the firm.

We are pleased to have this opportunity to work with the County. Please call me if you have any questions or comments during the course of our representation.

Please review this letter carefully. If it meets with the County's approval, sign the enclosed copy of the letter in the space provided below and return it to me so that we may begin work. Please call me if you have any questions.

JONES WALKER LLP

By

  
Christopher S. Pace

CSP tk  
Enclosures

The undersigned has read and understood the foregoing terms and agrees to them

CLAY COUNTY BOARD OF SUPERVISORS

By \_\_\_\_\_

Name Lynn "Don" Horton

Title President, Board of Supervisors

Dated May \_\_\_\_\_, 2015

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

**IN THE MATTER OF TRANSFERRING INTEREST EARNED**

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There came on this day for consideration the matter of transferring interest earned.

It appears to this Board interest was earned in the amount of \$1 85 in the Payroll Clearing Account and \$1 26 in the Insurance Clearing account and that the said interest should be transferred and settled to fund no 001, General County Fund.

After motion by Luke Lummus and second by Lynn Horton this Board doth vote unanimously to transfer and settle funds as stated above

SO ORDERED, this the 7<sup>th</sup> day of May, 2015



President

366-B

Intentionally

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NO \_\_\_\_\_

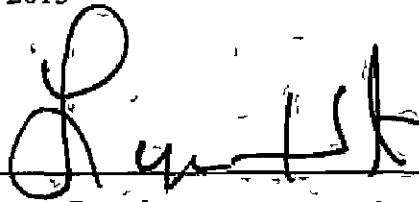
**IN THE MATTER OF AUTHORIZING TO ADVERTISE FOR PAVING CONTRACT  
TO PAVE THE SOUTHWEST POINT VOTING PRECINCT PARKING LOT**

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There came on this day for consideration the matter of authorizing to advertise for paving contract to pave the South West Point Voting Precinct parking lot

After motion by Floyd McKee and second by Luke Lummus this Board doth vote unanimously to authorize to advertise to take bids for a paving project to pave the South West Point Voting Precinct pending the Board works out the financial details for the Small Municipalities Limited Population Grant to pave the parking lot adjacent to the Courthouse

SO ORDERED this the 7<sup>th</sup> day of May, 2015



\_\_\_\_\_  
President

# Phillips Contracting Co., Inc.

P.O. Box 2069  
1500 Moss Street  
Columbus, MS 39704-2069  
662-328-6250

\*\*\*\*PROPOSAL\*\*\*\*

Submitted To: Clay County District 5	Date of Proposal: May 1, 2015
Address:	City, State, & Zip:
Attention: Mr Floyd McKee	Phone/Fax: 662-295-2926 / 662-492-4059
Job Name: Voting Place	Job Location: West Point, MS

Phillips Contracting Co, Inc, proposes to furnish the labor, materials, and equipment necessary to complete the following items of work on the above referenced project

### Brame Ave Voting Place

- 1 County to mix, shape, and compact existing aggregate base to grade
- 2 Install 2 0" surface mix compacted to grade.

Lump sum per visit = \$12,100 00

-This price is valid for thirty(30) days  
-Four(4) week notice required to do work.

-Sales tax included.  
-Net 30

Thank you for this opportunity to quote this work.

Sincerely,



Benny Weeks  
Operations Manager  
Phillips Contracting Co., Inc

Accepted: \_\_\_\_\_  
Date \_\_\_\_\_

Customer shall be responsible for and shall pay all attorney's fees, collection fees, interest or other costs and expenses incurred by Phillips Contracting Company, Inc as a result of any breach or failure to comply with the provisions of this agreement/proposal.



# Phillips Contracting Co., Inc.

P.O. Box 2069  
1500 Moss Street  
Columbus, MS 39704-2069  
662-328-6250

**\*\*\*PROPOSAL\*\*\***

<b>Submitted To</b> Clay County District 5	<b>Date of Proposal</b> May 1, 2015
<b>Address:</b>	<b>Crty, State, &amp; Zip</b>
<b>Attention</b> Mr Floyd McKee	<b>Phone/Fax.</b> 662-295-2926 / 662-492-4059
<b>Job Name</b> Voting Place	<b>Job Location.</b> West Point, MS

Phillips Contracting Co , Inc , proposes to furnish the labor, materials, and equipment necessary to complete the following items of work on the above referenced project.

**Brame Ave. Voting Place**

- 1 County to mix, shape, and compact existing aggregate base to grade
- 2 Install 4 0" surface mix compacted to grade.

**Lump sum per visit = \$22,500 00**

- This price is valid for thirty(30) days.
- Four(4) week notice required to do work.

- Sales tax included.
- Net 30

Thank you for this opportunity to quote this work.

Sincerely,



Benny Weeks  
Operations Manager  
Phillips Contracting Co , Inc

Accepted \_\_\_\_\_  
Date: \_\_\_\_\_

Customer shall be responsible for and shall pay all attorney's fees, collection fees, interest or other costs and expenses incurred by Phillips Contracting Company, Inc as a result of any breach or failure to comply with the provisions of this agreement/proposal.

NO \_\_\_\_\_

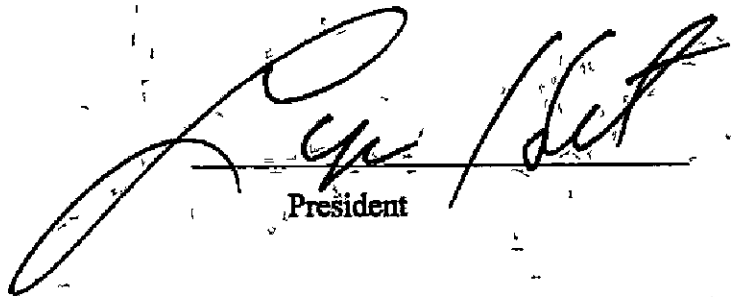
**IN THE MATTER OF RECESSING**

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There came on this day for consideration the matter of recessing

After motion by R B Davis and second by Floyd McKee this Board doth vote  
unanimously to recess until Thursday, May 28, 2015, at 9 00 a m

SO ORDERED this the 7<sup>th</sup> day of May, 2015

  
\_\_\_\_\_  
President