This is a Regular Meeting of the Board of Mayor and Selectmen of the City of West Point, Mississippi held the 11th day of October 2011, at 5:30 p.m. at City Hall, 204 Commerce Street, West Point, Mississippi. Members present were Mayor H. Scott Ross, Selectman Charles Collins, Selectman Keith McBrayer, Selectman Jasper Pittman, and Selectman Rod Bobo was teleconferenced into the meeting.

Mayor Ross called the meeting to order and called Selectman Keith McBrayer to offer invocation and Mayor Ross lead the Pledge of Allegiance.

Mayor Ross called for the only public appearance Mrs. Mitzi Thompson, of EMCC Workforce Services to the podium. Mrs. Thompson appeared before the Board to inform the City of the Youth Grant and other services that EMCC had to offer. Mrs. Thompson stated that the grant was for 18-21 years old.

Mayor Ross called for the approval of September 13, 2011 Regular minutes.

Selectman Keith McBrayer made the motion to approve September 13, 2011 Regular Minutes.

The motion received a second from Selectman Charles Collins.

Hearing no further discussion, Mayor Ross called for a vote, and the results were as follows:

Selectman Rod Bobo voted:  “Aye”
Selectman Charles Collins voted:  “Aye”
Selectman Keith McBrayer voted:  “Aye”
Selectman Jasper Pittman voted:  “Aye”

Motion carried.

Mayor Ross called for the approval of September 2011 Claims Docket.

| General City:                | $1,052,472.83 |
| West Point Electric:        | $122,329.36   |
| West Point Water / Sewer:   | $154,330.10   |

Selectman Keith McBrayer made the motion to approve the September 2011 Claims Docket.

The motion received a second from Selectman Charles Collins.

Hearing no further discussion, Mayor Ross called for a vote, and the results were as follows:

Hearing no further discussion, Mayor Ross called for a vote, and the results were as follows:

Selectman Rod Bobo voted:  “Aye”
Selectman Charles Collins voted:  “Aye”
Selectman Keith McBrayer voted:  “Aye”
Selectman Jasper Pittman voted:  “Aye”

Motion carried.

Selectman Cannon entered the meeting at 5:35 p.m.

Mayor Ross explained that if the Board selects Semen Corporation as its potential Energy Service provider, they will provide the following services: replace street light, traffic signal, lighting, heat and air condition in all City buildings, water and electric meters.

Selectman Charles Collins motioned to take this matter under further consideration to study and collect reporting data from Semen Corporation and the recommendation will be made to the Board at a later date.
The motion received a second from Selectman Keith McBrayer.
Hearing no further discussion, Mayor Ross called for a vote and the results were as follows.

Selectman Rod Bobo voted: “Aye”
Selectman Homer Cannon voted: “Nay”
Selectman Charles Collins voted: “Aye”
Selectman Keith McBrayer voted: “Aye”
Selectman Jasper Pittman voted: “Aye”

Motion carried.

Mayor Ross called for department heads' reports. Those presenting written reports were Randy Jones, CAO; Mike St. Louis, Building Report; Dwight Prisock, Interim Electric Superintendent; Wasterwater Treatment Plant Water and Sewer and Electric; Chief Johnny Littlefield, Fire Department; Chief Tim Brinkley, Police Department; Joey Wright, Public Works; and James Crowley, Parks and Recreation.

Mayor Ross called for questions or comments from the Department Heads and questions or comments from the Board of Selectmen. Selectman Charles Collins asked Chief Brinkley to give an update on the Old White Road Property. Selectman Homer Cannon asked the Department Heads who authorize Comp Time? The Department Heads collectively stated that the Department Heads signed off on the reason and the date comp time was used.

There were no actions taken on the Sprinkler System for McClure Building or the Clay County Daily Times Leader Renovation until more research is done.

Mayor Ross suggested to tabling the Peddler and Alcoholic Beverages Ordinance until Attorney Richmond was present.

Mayor Ross called for the appointment of Mayor Pro-Tem.

Selectman Rod Bobo made the motion to appoint Selectman Charles Collins as Mayor Pro-Tem.

The motion received a second from Selectman Homer Cannon.
Hearing no further discussion, Mayor Ross called for a vote and the results were as follows.

Selectman Rod Bobo voted: “Aye”
Selectman Homer Cannon voted: “Aye”
Selectman Charles Collins voted: “Aye”
Selectman Keith McBrayer voted: “Aye”
Selectman Jasper Pittman voted: “Aye”

Motion carried.

Mayor Ross called for the appointment to the Growth Alliance Executive Board.

Selectman Jasper Pittman made the motion to appoint Selectman Charles Collins.

The motion received a second from Selectman Homer Cannon.

Hearing no further discussion, Mayor Ross called for a vote and the results were as follows.

Selectman Rod Bobo voted: “Aye”
Selectman Homer Cannon voted: “Aye”
Selectman Charles Collins voted: “Aye”
Selectman Keith McBrayer voted: “Aye”
Selectman Jasper Pittman voted: “Aye”
Motion carried.
Mayor Ross stated that the appointment would be effective the second Tuesday in November 2011.
Mayor Ross called for the approval of the Interlocal Jail Agreement.
Selectman Keith McBrayer made the motion to accept the Interlocal Agreement with the Board of Supervisors for housing the inmates under the Interlocal Jail Agreement Contract.
The motion received a second from Selectman Charles Collins.

INTERLOCAL JAIL AGREEMENT

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

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

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

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

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

2. **Healthcare.** CLAY COUNTY shall furnish nursing services within the CLAY COUNTY DETENTION FACILITY to the West Point inmates sufficient for attending to minor illnesses and medical problems, evaluation to determine whether
more extensive medical care is warranted and dispensing over-the-counter medications. CLAY COUNTY shall not be responsible for arranging or scheduling physician visits or appointments or dispensing prescription medications, as this responsibility shall remain with WEST POINT. CLAY COUNTY shall also not accept any West Point inmate(s) suffering from lunacy, mental illness, or who has or will be prescribed psychotropic drugs.

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

4. **Cost.** WEST POINT shall pay CLAY COUNTY a rate of $30.00 per inmate/per calendar day prorated by the hour, according to the time the inmate is actually in the jail, rounded up to each hour the inmate in custody. All payments shall be timely made by WEST POINT by the 15th of the month following when the cost was incurred. Payments are to be mailed to the Clay County Sheriff’s Department, Post Office Box 142, West Point, Mississippi 39773.

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

6. **Indemnity.** WEST POINT agrees to defend and hold harmless CLAY COUNTY, its governing authority, officers, employees and agents against any demand, claim, assertion of liability or action arising out of any act of omission of WEST POINT, its officers, employees and agents in connection with its use of the CLAY COUNTY DETENTION FACILITY which is not fully covered by the insurance set forth in the preceding paragraph of this Agreement, and agrees to assume liability for CLAY COUNTY for any loss, damages, liability, attorney’s fees, or other sums for which CLAY COUNTY may reasonably pay on account of any such demand, claim, assertion of liability or action. CLAY COUNTY agrees to defend and hold harmless WEST POINT, its governing authority, officers, employees and agents against any demand, claim, assertion of liability or action arising out of any act or omission of CLAY
COUNTY, its officers, employees and agents in connection with the CLAY COUNTY DETENTION FACILITY which is not fully covered by the insurance set forth in the preceding paragraph of this Agreement, and agrees to assume liability for WEST POINT for any loss, damages, liability, attorney's fees or other sums for which WEST POINT may reasonably pay on account of any such demand, claim or assertion of liability or action.

7. **Duration and Termination.** This Agreement shall remain in force and effect until WEST POINT or CLAY COUNTY determines there is no longer any need to continue it. In that event, this Agreement may be terminated by either party by giving the other party a fifteen (15) day written notice. However, the obligation to maintain general liability insurance, and the right to indemnity, shall survive for three (3) years after termination or until all claims are resolved, whichever occurs later.

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

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

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

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

12. **Assignment.** This Agreement shall not be assigned except upon written agreement of all the parties.
13. **Miscellaneous.** The parties acknowledge that this Agreement contains the full, complete and entire agreement between the parties regarding WEST POINT’s use of available beds at the CLAY COUNTY DETENTION FACILITY and matters pertaining thereto, and that this Agreement supersedes all other agreements, correspondence and understandings, verbal or in writing.

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

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

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

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

DATED: **10/3/11**

CITY OF WEST POINT, MISSISSIPPI

BY: [Signature]
Mayor of the City of West Point

DATED: **9/22/11**

CLAY COUNTY, MISSISSIPPI

BY: [Signature]
President of Clay County Board of Supervisors
Hearing no further discussion, Mayor Ross called for a vote and the results were as follows.

- Selectman Rod Bobo voted: “Aye”
- Selectman Homer Cannon voted: “Nay”
- Selectman Charles Collins voted: “Aye”
- Selectman Keith McBrayer voted: “Aye”
- Selectman Jasper Pittman voted: “Aye”

Motion carried.

Mayor Ross called for City Clerk to explain the Final Resolution for the Ad Valorem tax exemption on Leggett and Platt. City Clerk, Lela Jack, explained that May of 2011 Leggett and Platt requested the Board to approve an Ad Valorem tax exemption application and the Board granted the request. Mrs. Jack stated that the State Tax Commission had to approve of the request and the Board has to approve of the Final Resolution Granting Exemption.

Selectman Charles Collins made the motion to grant the Final Resolution of the tax exemption. The motion received a second from Selectman Jasper Pittman.
REGULAR BOARD MEETING OF THE BOARD OF MAYOR AND SELECTMEN
OF THE CITY OF WEST POINT, MISSISSIPP
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Hearing no further discussion, Mayor Ross called for a vote and the results were as follows.
Selectman Rod Bobo voted: “Aye”
Selectman Homer Cannon voted: “Aye”
Selectman Charles Collins voted: “Aye”
Selectman Keith McBrayer voted: “Aye”
Selectman Jasper Pittman voted: “Aye”
Motion carried.
Mayor Ross stated that the Emergency Declaration for the City has to be renewed every thirty
Selectman Rod Bobo made the motion to continue to renew the Emergency Declaration every thirty days.

The motion received a second from Selectman Keith McBrayer.

Hearing no further discussion, Mayor Ross called for a vote and the results were as follows.

Selectman Rod Bobo voted: "Aye"
Selectman Homer Cannon voted: "Aye"
Selectman Charles Collins voted: "Aye"
Selectman Keith McBrayer voted: "Aye"
Selectman Jasper Pittman voted: "Aye"

Motion carried.

Selectman Charles Collins made the motion to close the meeting to determine a need for an executive session.

Hearing no further discussion, Mayor Ross called for a vote, and the results were as follows.

Selectman Rod Bobo voted: "Aye"
Selectman Homer Cannon voted: "Aye"
Selectman Charles Collins voted: "Aye"
Selectman Keith McBrayer voted: "Aye"
Selectman Jasper Pittman voted: "Aye"

Motion carried.

Selectman Homer Cannon made the motion to remain in executive session to discuss personnel issues.

The motion received a second from Selectman Jasper Pittman.

Hearing no further discussion, Mayor Ross called for a vote and the results were as follows.

Selectman Rod Bobo voted: "Aye"
Selectman Homer Cannon voted: "Aye"
Selectman Charles Collins voted: "Aye"
Selectman Keith McBrayer voted: "Aye"
Selectman Jasper Pittman voted: "Aye"

Motion carried.

Mayor Ross had it announced to the public that the Mayor and Board of Selectmen would remain in executive session to discuss personnel issues.

Chief Brinkley made the recommendations to hire both Mr. Jeremy Bell and Mr. Carl Carter as Police Officers contingent upon their last interview.

Selectman Jasper Pittman made the motion to accept Chief Brinkley's recommendations.

REGULAR BOARD MEETING OF THE BOARD OF MAYOR AND SELECTMEN OF THE CITY OF WEST POINT, MISSISSIPPI
OCTOBER 11, 2011

The motion received a second from Selectman Charles Collins.

Hearing no further discussion, Mayor Ross called for a vote and the results were as follows.

Selectman Rod Bobo voted: "Aye"
Selectman Homer Cannon voted: "Aye"
Selectman Charles Collins voted: "Aye"
Selectman Keith McBrayer voted: "Aye"
Selectman Jasper Pittman voted: "Aye"

Motion carried.

Selectman Keith McBrayer made the motion to close the executive session.
The motion received a second from Selectman Charles Collins.

Hearing no further discussion, Mayor Ross called for a vote, and the results were as follows.

Selectman Rod Bobo voted:                “Aye”
Selectman Homer Cannon voted:        “Aye”
Selectman Charles Collins voted:         “Aye”
Selectman Keith McBrayer voted:             “Aye”
Selectman Jasper Pittman voted:              “Aye”

Motion carried.

Mayor Ross announced to the public that one action was taken in the executive session, and that was that the Board accepted Chief Brinkley's recommendation to hire both Mr. Jeremy Bell and Mr. Carl Carter as Police Officers contingent upon the Chief's last interview with the potential hires.

Selectman Keith McBrayer made the motion to adjourn.
The motion failed for lack of a second motion.

Selectman Jasper Pittman made the motion to close the meeting to determine a need for an executive session to discuss personnel issues.
The motion received a second from Selectman Charles Collins.

Hearing no further discussion, Mayor Ross called for a vote, and the results were as follows.

Selectman Rod Bobo voted:                “Aye”
Selectman Homer Cannon voted:        “Aye”
Selectman Charles Collins voted:         “Aye”
Selectman Keith McBrayer voted:             “Aye”
Selectman Jasper Pittman voted:              “Aye”

Motion carried.

Selectman Jasper Pittman made the motion to remain in executive session
The motion receive a second from Selectman Homer Cannon.

Hearing no further discussion, Mayor Ross called for a vote, and the results were as follows.

Selectman Rod Bobo voted:                “Aye”
Selectman Homer Cannon voted:        “Aye”
Selectman Charles Collins voted:         “Aye”
Selectman Keith McBrayer voted:             “Aye”
Selectman Jasper Pittman voted:              “Aye”

Motion carried.

Mayor Ross announced to the public that the Mayor and Board of Selectmen would remain in executive session to discuss personnel.

Selectman Charles Collins made the motion to close the executive session.
The motion receive second from Selectman Keith McBrayer.

REGULAR BOARD MEETING OF THE BOARD OF MAYOR AND SELECTMEN
OF THE CITY OF WEST POINT, MISSISSIPPI
OCTOBER 11, 2011

Hearing no further discussion, Mayor Ross called for a vote, and the results were as follows.

Selectman Rod Bobo voted:                “Aye”
Selectman Homer Cannon voted:        “Aye”
Selectman Charles Collins voted:         “Aye”
Selectman Keith McBrayer voted:             “Aye”
Selectman Jasper Pittman voted:              “Aye”

Motion carried.

Mayor Ross announced to the public that no action was taken in executive session.
Selectman Keith McBrayer made the motion that the Board stand in recess.
The motion received a second from Selectman Jasper Pittman.  
Hearing no further discussion, Mayor Ross called for a vote and the results were as follows.  
Selectman Rod Bobo voted:                        "Aye"  
Selectman Homer Cannon voted:                "Aye"  
Selectman Charles Collins voted:                "Aye"  
Selectman Keith McBrayer voted:               "Aye"  
Selectman Jasper Pittman voted:                  "Aye"  
Motion carried.

_____________________________  
H. Scott Ross, Mayor  
(SEAL)

_____________________________  
Lela Q. Jack, City Clerk