

CEORN-CO-NVL

MEMORANDUM FOR:

(b)(6)

① Joint Survey
& Inspection

② Supplement to lease
2 August 1993

Real Estate Division, Mobile District

SUBJECT: Joint Survey and Inspection of Condition of Government Leased Property, Crows Neck Environmental Center, Lease No. DACW01-1-80-115, Tombigbee River Valley Water Management District, Lessee

1. Reference, letter dated 13 April 1993, from (b)(6), CESAM-FO-TT-B.

2. In response to the request of (b)(6), we are responding with our observations and comments regarding the above noted subject:

① a. Noise in the cafeteria from H.V.A.C. units. (b)(6)
an Architect from the Engineering Management Support Branch met with Mr. Matthew Miller on 14 April 1993 and reviewed this situation. The units were turned on and it was agreed that for the space and function involved the noise was not excessive. Mr. Manor and Mr. Miller were easily able to carry on a normal conversation without any loss of clarity due to background noise. It was agreed that under normal use situations, an amplified public address system would be highly recommended because of the large scale of this room.

② b. Lack of Eyewash unit in the laboratory area. The program for this facility was developed over nine years ago with the input from the future consortium members. At that time, the understanding was that no dangerous or hazardous chemicals would be involved in the lab because of the young age of many of the participants in the program. When the program to construct this facility was resurrected, the Consortium was asked to once again review the plans in view of the anticipated program. At this time several observations and request were made, but none in regard to an eyewash station. While we believe this could be a valuable asset, we cannot continue to revise and add to our program beyond what is a reasonable cutoff for the design phase. We feel if an eyewash station is required, the burden of installation will have to be with the Consortium.

③ c. The bottom step at the rear entrance of the multipurpose building did have excessive height due to existing ground elevation being different from that shown on the contract drawings. A correction of this is being worked on.

④ d. Electrical outlets in reception area present hazardous obstruction. The original rationale for these outlets was to provide service for permanent kiosk type displays. Since the Consortium has not installed these Kiosks yet, we agree that as now installed they are a hazard. It is my understanding this has been corrected.

⑤ e. Line on entrance drive off center. This is due to additional pavement surface being added to the inside of the curve to prevent traffic use of the shoulder.

⑥ f. Ridge cap on boat house roof is bent. This item was not on the final punch list, it is assumed it ha occurred since that time.

⑦ g. Erosion problems under building. Due to sandy nature of the soil, erosion will present minor problems throughout the project. This project could not be built to a maintenance free condition at the time of construction and leave the project in its natural setting. The problems can be handled through the maintenance program by installing small drainage swales to redirect any water where erosion problems arise.

⑧ h. Broken window. This item was not listed as broken on the Final Inspection Punch List.

3. These recommendations are based on our best understanding and observations of the situation as it now exists. There may be other options that you may feel are more expedient or viable. If your have questions regarding this matter, please call [REDACTED] (b)(6)

[REDACTED]
(b)(6)

Resident Engineer
Nashville Resident Office

MEMORANDUM THRU CESAM-OP-R
FOR CESAM-RE-M

SUBJECT: Joint Survey and Inspection of Condition of Government Leased Property, Crow's Neck Environmental Center, Lease no. DACW01-1-80-116, Tombigbee River Valley Water Management District, Lessee

The Joint Survey and Inspection of Condition of Government Leased Property was completed after several meetings had been held on 10 March 1993 by (b)(6) of the Bay Springs Resource Office and Mr. Matthew Miller, Director of the Crow's Neck Environmental Education Center. Mr. Miller is an employee of the North Mississippi Environmental Education Consortium Inc. who is the sublessee for this property.

2. During one of the meetings when the inspection was taking place Mr. Sonny Wier, Director of the Tombigbee Valley Water Management District was present and mentioned the following items which were of concern to him:

a. Noise in the cafeteria and amphitheater that air from heating and air conditioning ducts makes when the unit is operating.

b. The lack of an eyewash unit in the laboratory area.

c. The excessive height of the bottom step on the stairs entering the multipurpose building next heat pump units.

d. The electrical outlets in the reception area are mounted in such a manner so that they stick up above the floor. Mr. Miller wanted them mounted so that the outlets were flush with the floor.

3. There were other items that were of concern but were covered by the construction contractor's warranty and have since been corrected. The items listed in paragraph 2 above are not construction deficiencies. These items were incorporated into this facility as a part of the original design. Therefore, there is little that can be done to make the construction contractor make any changes.

4. Representatives of the lessee have been present on previous inspections for this facility during the construction process and have been involved in the planning for the facility and throughout the development process. These facilities were constructed in accordance with the plans and specifications. We feel that there is little that can be done by anyone about the concern mentioned in 2a above. We also feel that the noise made by the air through the ducts is not excessive and that the lessee desires the changes made mentioned in 2b thorough 2d. The lessee should bear the burden of making these changes.

13 April 1993

SUBJECT: Joint Survey and Inspection of Condition of Government Leased Property, Crows Neck Environmental Center, Lease no. DACW01-1-80-115, Tombigbee River Valley Water Management District, Lessee

5. Mr. Miller signed the Joint Survey and Inspection on or about 06 April 1993. Mr. Miller was not available to sign the report prior to that date because of prior commitments. After Mr. Miller signed we delivered the report to the office of the Tombigbee River Valley Water Management District in an effort to get Mr. Sonny Wier, Director of the Water Management District to sign the report.

6. Mr. Wier was not available but his secretary told Mr. Gray that that the report would have to be presented to the Board of Directors for the Water Management District for their concurrence. She told Mr. Gray that the meeting was on 13 April 1993.

7. On 9 April 1993 we received a letter from Mr. Wier stating that the President of The Directors of the Water Management District had voiced concern about the problem with the noise from the air from the cooling and heating unit mentioned above. The letter stated that the signing of Joint Survey and Inspection Report would be delayed until that problem was corrected. The letter further stated that this concern and other concerns previously expressed (2b - 2d above) would have to be corrected before the final report could be accepted. A copy of Mr. Wier's letter is attached.

8. In a telephone conversation between (b)(6) and Mr. Wier on 13 April 1993, Mr. Wier stated that the concern expressed in 2a above would have to be taken up with the President of the Board. Mr. Wier did not specifically state that the items mentioned in 2b thorough 2d would have to be discussed with the President of the Board. You may want to discuss these items with Mr. Wier. The President of the Board is Mr. Earnst George of Macon, MS. His telephone number is (601)726-4275.

9. We have attempted to the best of our ability to get these reports completed and signed but have been unable to obtain the signature of the lessee. Therefore, we are returning the reports to your office in the hope that you may be able to complete the arrangements with the lessee to finalize the lease agreement.

10. If you have any questions regarding the matter please call (b)(6) (b)(6) or (b)(6) at (b)(6)

Encl as

(b)(6)

Resource N-



APR 09 1993
BAY SPRINGS RESOURCE OFFICE

STATE OF MISSISSIPPI

Tombigbee River Valley Water Management District

ROBERT S. WEIR
EXECUTIVE DIRECTOR

April 8, 1993

Mr. Garvin Gray
U. S. Army Corps of Engineers
Bay Springs District
Route 1, Box 320
Dennis, MS 38836

Re: Crow's Neck Inspection Agreement

Dear Mr. Gray:

The President of our Board of Directors has voiced concern about the noise relating to the heating and cooling unit. Until such problem is corrected, the signing of the Inspection Report will be delayed. This should also include other concerns that we have provided to you.

All of those concerns should be corrected before the final report is accepted.

If you have any questions, please contact this office.

Sincerely,

Robert S. Weir
Executive Director

zjs

Pages 94 through 96 redacted for the following reasons:

(b) (4)

AGREEMENT

This AGREEMENT made this 2nd day of July, A.D., 1980, by and between TOMBIGBEE RIVER VALLEY WATER MANAGEMENT DISTRICT, and agency of the State of Mississippi, by and through it's Board of Directors, hereinafter referred to as Party of the First Part, and NORTH MISSISSIPPI ENVIRONMENTAL EDUCATION CONSORTIUM, a Mississippi Corporation organized and existing under the laws of the State of Mississippi, hereinafter referred to as Party of the Second Part.

W I T N E S S E T H :

WHEREAS, by Lease No. DACW01-1-80-115, dated the 28th day of January, 1980, the Secretary of the Army granted unto the Tombigbee River Valley Water Management District, an agency of the State of Mississippi, a Lease to use and occupy approximately 530 acres of land, more or less, located in the Crow's Neck Area of the Tennessee-Tombigbee Waterway Area located in Tishomingo County, Mississippi, for the purpose of developing, operating, and managing educational, recreational, and group camp facilities and other organizations sponsored or approved by the Tombigbee River Valley Water Management District; said Lease being for a term of fifty (50) years, commencing on the 1st day of January, 1980, and ending on the 31st day of December, 2029, subject to the conditions and obligations as provided therein; and

WHEREAS, the Party of the Second Part desires to develop and promote environmental education and related endeavors and to use the aforesaid 530 acres of land, more or less, for such purposes; and

WHEREAS, the Party of the First Part has determined that such use of land is consistent with the purposes for which they obtained lease to the 530 acres of land, more or less.

THEREFORE, for and in consideration of the premises, the parties involved do mutually agree upon the following terms and conditions.



1. The Party of the Second Part shall have primary use of and responsibility for and for the purposes consistent with its endeavors, the 530 acres of land, more or less. (As more particularly described by Exhibit "A" attached hereto and made a part hereof).
2. The United States shall continue to have full and free access to all of the area for purposes consistent with its purposes.
3. The Party of the Second Part shall, in the use of the aforesaid land, adhere to and abide by all conditions imposed upon the Lease No. DACWO1-1-80-115, a copy of which is marked Exhibit "B" and attached hereto, and incorporated herein by reference.
4. The Party of the Second Part shall hereby be allowed access to required utilities for such facilities as may be developed at or near the area for which the Party of the First Part is held responsible.
5. The Party of the First Part shall not be responsible for damages to property or injuries to persons which may arise, or be incident to, the exercise of the privileges granted to the Party of the Second Part, or for damages to property or injuries to the person of the officers, agents, servants, or employees of the Party of the Second Part, or others who may be on said premises at their invitation or the invitation of any one of them.
6. The Party of the Second Part shall not be responsible for damages to the property or injuries to the person of the officers, agents, servants, or employees of the Party of the First Part, or others who may be on said premises at their invitation or the invitation of any one of them.
7. The Party of the First Part agrees to cooperate with the Party of the Second Part in all matters dealing with environmental education. The Party of the Second Part agrees to work with the Party of the First Part in those areas consistent with the purposes of the Party of the Second Part.
8. The Party of the Second Part agrees, in its operation of the facilities on the aforesaid land, to comply fully with Title VI of the Civil Rights Act of 1964, Executive Order 11246, and, as applicable to educational programs, Title IX of the Education Amendments of 1972.
9. The Party of the Second Part agrees to carry liability insurance for the benefit of the public generally with a minimum coverage of \$150-300-50 for each claim and a minimum aggregate coverage for each accident.

10. The Party of the Second Part is responsible for the upkeep, maintenance, management, and drawing up of the management plan, obtaining approval of fees, and all those things necessary and incidental in furtherance of its proposed endeavors, of the premises and the buildings on said premises and agrees to insure said buildings for fire and windstorm coverage with such limits as are adequate for the protection of said buildings with a loss payee clause in favor of the Party of the First Part and the United States Army Corps of Engineers.
11. The Party of the Second Part agrees to utilize in every respect the aforesaid land assigned to it in this agreement in such manner as to afford maximum ecological protection and environmental education, the herein described land, consistent with the mutual objectives of the two parties.
12. The Party of the Second Part agrees that it will not sublease any of the herein described property without the approval of the Party of the First Part and the United States Army Corps of Engineers, and that any subleasee shall be aware of and abide by the terms of the principal lease.

This AGREEMENT is in conformity with Lease No. DACWO 1-1-80-115 between the Secretary of the Army and the Tombigbee River Valley Water Management District. The above AGREEMENT is hereby approved subject to the aforementioned Lease No. DACWO 1-1-80-115.

Charles B. Doy
 REAL ESTATE DIVISION
 DEPARTMENT OF THE ARMY
 CORPS OF ENGINEERS

The above instrument, together with the provisions and conditions thereof, is hereby accepted this 2 day of July, A.D., 1980.

TOMBIGBEE RIVER VALLEY WATER
 MANAGEMENT DISTRICT

Charlie Hupstaller
 CHARLIE HUPSTALLER, PRESIDENT

Larry Dillard
 LARRY DILLARD, MANAGING
 DIRECTOR

ATTEST:

Robert L. Calvert
 ROBERT L. CALVERT, SECRETARY

NORTH MISSISSIPPI
 ENVIRONMENTAL EDUCATION
 CONSORTIUM
 BY ITS PRESIDENT

W.O. Benjamin

ATTEST:

Shannon S. Jones
 SHANNON S. JONES, SECRETARY

ORNED-D

29 JUL 1982

SUBJECT: Request for Review and Approval, Crows Neck Environmental Education Center Feature Design Memorandum No. N-5C

Commander, South Atlantic Division

ATTN: SADEN-GP (b)(6)

1. In accordance with the Scope of Work for our A/E Design Contract No. DACW62-80-C-0191, we are inclosing for your review and approval the 100 percent complete Crows Neck Environmental Education Center Feature Design Memorandum No. N-5C.
2. We appreciate the excellent cooperation and technical assistance provided by the SAD and SAM personnel throughout the preparation of this Feature Design Memorandum.

FOR THE COMMANDER:

2 Incl

1. FDM Narrative (15 cy)
2. FDP Plans (15 cy)

(b)(6)
Chief, Engineering Division

CF: (w/incl) (6 cy)

SAMEN-O (b)(6)

✓ CF (w/incl) (2 cy)

SAMFO-TT (b)(6)

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CESAM-OP-CO (200A)

February 8, 2013

MEMORANDUM THRU CESAM-OP-M

FOR (b)(6) CESAM-RE-C

SUBJECT: Request for a Lease of 54 Acres and associated Real Property at Crow's Neck Environmental Education Center, Bay Springs Lake, Tennessee-Tombigbee Waterway by Fellow Christian Retreat, Inc.

1. Enclosed is a request from Christian Fellowship Retreat, Inc. (Enclosure 1) for a 5 year lease of 54 acres and associated Real Property at the Crow's Neck Environmental Education Center. The request includes a Management Plan and an approved 501 (c) (3) tax exempt status.
2. Enclosed for your reference is an aerial photo, segment sheet, Report of Availability, and Real Property Account 471 Listing. (Enclosures 2-5)
3. Also enclosed are copies of the letters that we sent to the Board of Supervisors in Alcorn, Itawamba, Prentiss, and Tishomingo Counties and the Mississippi Department of Wildlife Fisheries and Parks to determine if they had an interest in leasing this facility.
4. The project fully supports and has no objections to the proposed lease. If there are any questions regarding this matter, please contact (b)(6)

(b)(6)

Enclosures

Operations Project Manager

Fellowship Christian Retreat
709 N. Madison
Tupelo, MS 38804

1-24-2013

U.S. Army Corps of Engineers
Justin V. Murphree, P.E.
Operations Site Manager
Bay Springs Site Office
TTWW Project
Mobile District – U.S. Army Corps of Engineers

Proposal:

Dear Sir:

Fellowship Christian Retreat, Inc. desires to lease 54 acres of Crow's Neck for a period of 5 (five) years, for the purpose of providing instructional and recreational experiences for adult and youth visitors. We will also encourage its continued use for environmental education. We want to provide a safe teaching and learning environment that will be enjoyable for all camp visitors and employees.

We propose the 5- year lease as a reasonable "trial period" for both the Corps of Engineers and Fellowship Christian Retreat.

Fellowship Christian Retreat is a 501 (c) 3 organization under the Internal Revenue Code. (Letter from the IRS attached.)

We will carry full insurance on property and events at all times.

We will be able to maintain the camp facilities and grounds at the highest standards achievable and will employ a full time camp Resident Director that will provide supervision of all activities on the property.

We will coordinate and regulate all events adhering to camp rules and all local and state regulations.

We are a group similar to the one in Grenada, MS, Christian Camp of North Mississippi, Inc. that is currently leasing a camp from U.S. Army Corps of Engineers since 1992.

We value your time and consideration in this proposal.

Sincerely,



Merrill Johnston, President
Fellowship Christian Retreat
Office 662-842-2761
Cell 662-791-1375
Home 662-841-1023
Email mej2000@aol.com or
mjohnston@hydrohose.com



Fellowship Christian Retreat, Inc.

Management Plan

Submitted January 23, 2013

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I. General

A. Camp Goals

- 1. To provide a recreational, interpretive and environmental experience that will enhance visitors' enjoyment of the camp.**
- 2. To maintain camp facilities and promote the completion of the facilities on the camp's master plan.**
- 3. To maintain camp facilities and grounds at the highest quality standards achievable.**
- 4. To work with local and state officials and county supervisors to promote interest and use of the facility.**
- 5. To promote visitors' enjoyment and use of the camp and at the same time provide visitors' safety and security.**
- 6. To increase personnel efficiency to the maximum by establishing pride in our camp.**
- 7. To offer more areas of interest for young people.**

B. Future Plans for the Camp

1. Long Range (see Appendix A for details)

- a. Addition of new large multipurpose building when needed**
- b. FCR understands that any new construction of facilities may require Environmental Assessment and modification to the Master Plan for Crow's Neck. FCR further agrees that any new construction will be funded by FCR.**
- c. Maintain present facilities**
- d. Maintain existing roads and parking areas**

2. Data

The camp will accommodate 112 people for an overnight stay and up to 250 people for instructional and recreational purposes.