BE IT REMEMBERED that the Board of Supervisors of Clay County, Mississippi, met at the Courthouse in West Point, MS, on the 22nd day of January, 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 JANUARY 22, 2015

There came on this day for consideration the matter of adopting and amending the agenda for the Board of Supervisors meeting held on January 22, 2015

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

- EMCC regarding Mitzi Thompson Work Force Development
- Financial Report from Amy Berry, Chancery Clerk

After motion by Shelton Deanes 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 22nd day of January, 2015

NO	

IN THE MATTER OF AUTHORIZING THE FINAL ADVERTISEMENT FOR PHEBA COLONY ROAD

There came on this day for consideration the matter of authorizing the final advertisement for Pheba Colony Road.

After motion by Luke Lummus and second by R B Davis this Board doth vote unanimously to authorize to advertise the said Final Notice of Completion on the Pheba Colony Road State Aid Project as attached hereto as Exhibit A

SO ORDERED this the 22nd day of January, 2015

President

002

LEGAL NOTICE OF PUBLICATION OF FINAL SETTLEMENT OF CONTRACT

Notice is hereby given that the contract between the Board of Supervisors of Clay County, Mississippi, on the one part, and Phillips Contracting Co., Inc., on the other part, dated 09/24/12 for the construction of Project No. STP 0739-23 B being a section of Pheba Colony in Clay County, Mississippi, has been fully and completely performed and final settlement thereunder has been made on 11/5/2014

This notice is given under Section 31-5-53, Mississippi Code of 1972, in pursuance of the authority conferred upon me by order of the Board of Supervisors of Clay County, in Minute Book

Dated this 22 day of Januay , 2015

Clerk of the Board of Supervisors Clay County, Mississippi

Business Manager or Editor

Mississippi

Kindly publish above notice one time on 5004 May , 20 5, furnishing us two

Yours very traily

sworn Proofs of Publication with statement attached

Clerk of Board of Supervisors

Clay County, Mississippi

BIA

IN THE MATTER OF APPROVING THE HIGHWAY PROJECT FOR CLAY COUNTY YOKOHAMA ROADS BARTON FERRY AND ESHMAN AVENUE

There came on this day for consideration the matter of approving the Highway Project for Clay County Yokohama Roads Barton Ferry and Eshman Avenue

After motion by Luke Lummus and second by Floyd McKee this Board doth vote unanimously to authorize and approve the Highway Project for Clay County Yokohama Roads Barton Ferry and Eshman Avenue as attached hereto as Exhibit A

SO ORDERED this the 22nd day of January, 2015

President

DESCRIPTION OF HIGHWAY PROJECT CLAY COUNTY YOKOHAMA LOCAL ROADS BARTON FERRY AND ESHAMN AVENUE

In 2013, Yokohama Tire Corporation of Mississippi announced the investment of Three Hundred Million Dollars for construction of a 1,000,000 square foot manufacturing building that would employ 500 workers in the first phase. Additional phases are planned to increase the plant investment to a total of One Billion Two Hundred Million Dollars and expand employment to 2,000 jobs.

The existing Clay County roads leading the Yokohama Tire construction site were not built to accommodate the repetitive heavy loads required to haul material to the construction site. In order to meet the construction schedule of the manufacturing plant and access road, the construction of the tire plant had to proceed before a new road could be completed to accommodate the heavy inbound load. As a result the county roads experience significant damage. Two million dollars are set up to restore the roads used by construction contractors to build the infrastructure as well as to haul materials to the plant site.

Yokohama Boulevard has been completed and serves as the primary Yokohama Tire plant access route for heavy materials trucked to and from plant site. Repair is ready to commence to the damaged Clay County roads. The two roads to be repaired are Barton Ferry and Eshman Avenue. Barton Ferry Road provides access for traffic from MS Highway 50 to the tire plant site and Eshman Avenue provided access from the City of West Point to the newly constructed Yokohama Boulevard. The length of Barton Ferry Road is approximately 1.85 miles and Eshman Avenue is approximately 1.65 miles in length. The roadway improvements will follow the existing alignment of both road and will not require additional right of way. As a result an environmental categorical exclusion is anticipated. A diagnostic study of the rail road crossing on Eshman Avenue is be conducted.

The roadways will consist of 2-ten foot lanes with two foot shoulders. The project will consist of reclamation of the existing base and sub-base, soil cement, and hot mix asphalt paving of the roadway to restore the geometry, alignment, and cross slopes of both Barton Ferry and Eshman Avenue

The proposed roads are to be designed and constructed in accordance with the current edition of the Mississippi Standard Specifications for State Aid Road and Bridge Construction

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 completing the Highway Project related to Yokohama Tire Corporation and thus enhancing economic development through the construction and improvement of highways

Thereupon Supervisor <u>we way</u> offered and moved the adoption of the following resolution

RESOLUTION OF THE BOARD OF SUPERVISORS OF 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 TWO MILLION DOLLARS (\$2,000,000) FOR THE PURPOSE OF COMPLETING THE HIGHWAY PROJECT RELATED TO YOKOHAMA TIRE CORPORATION AND THUS ENHANCING ECONOMIC DEVELOPMENT THROUGH THE CONSTRUCTION AND IMPROVEMENTS OF HIGHWAYS

WHEREAS, the Economic Development Highway Act Sections 65-4-1 et seq of the Mississippi Code of 1972 as amended, (the "Act") was enacted for the purpose of to promote attract and secure industrial and other significant development in the State of Mississippi through the construction and/or improvement of highways in areas of the State which demonstrate actual and immediate potential for the creation or expansion of major industry or other significant development which is heavily dependent upon the use of and direct access to primary highways, and

WHEREAS, pursuant to Section 65-4-1 of the Act, MDA is authorized to make a grant to the County for the purpose of completing highways related to and thus enhancing economic development through the construction and improvement of highways, and

WHEREAS, pursuant to the Act and the guidelines adopted by MDA the County has filed an application with MDA for a grant to complete a highway or highway segments related to, 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

WHEREAS, should funding be approved, the proposed improvements would be maintained by the County

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

Section 1 That all of the finding 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 57-61-1 et seq of the Mississippi Code of 1972, as amended 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 ______ seconded the motion to adopt the foregoing Resolution and the vote thereupon was as follows

Board of Supervisors of Clay County

Supervisor Lynn "Don Horton Supervisor Luke Lummus Supervisor R B Davis Supervisor Shelton L Deanes Supervisor Floyd T McKee

> PRESIDENT, BOARD OF SUPERVISORS CLAY COUNTY, MISSISSIPPI

voted

voted

voted

voted

voted

STATE OF MISSISSIPPI COUNTY OF CLAY

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

CHANCERY CLERK

PROPOSED MISSISSIPPI DEVELOPMENT AUTHORITY ECONOMIC DEVELOPMENT HIGHWAY CONSTRUCTION PROGRAM FOR CLAY COUNTY PROJECT NUMBER DECD-0013()B

NAME OF ROAD BARTON FERRY ROAD AND ESHMAN AVENUE

Pursuant to the provisions of Section 65-4-1 et seq Mississippi Code of 1972, as amended, we, the undersigned members representing the County of Clay, hereby order that the proposed project listed herein, namely Barton Ferry Road and Eshman Avenue, constitutes the Mississippi Economic Development Highway Construction Program for Clay County, subject to approval of the State Aid Engineer and Mississippi Development Authority (MDA)

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

- The project will be constructed to bear a load limit of at least eighty thousand (80,000) pounds which meets standards of the Mississippi Department of Transportation for such work
- 2 The County will comply with the National Environmental Policy Act
- The County will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended by the STURAA of 1987 and 49 CFR, Part 24
- The County has employed a registered professional engineer who will employ such other competent technical assistants, as required, to properly supervise and inspect the work in compliance with the rules and regulations of the State Aid Engineer
 - The County commits to providing funds from sources and in amounts listed herein, "the Estimated Cost Form", and to finance the cost of all engineering, construction, right-of-way, utility relocation and other professional services not fully funded by MDA which costs are estimated to equal approximately zero percent (0%) of estimated cost of said project(s)
 - The County will accept all other provisions of Section 65-4-1 et Seq, Mississippi Code of 1972 relating to County responsibility that is not listed in point 1 through 5 above

After discussion, Supervisor <u>(Me unu</u> moved and supervisor to adopt and issue the foregoing of question being put to a roll call vote, the result was as follows	Supervisor order and, the
BOARD OF SUPERVISORS	

<u>CLAY</u> County

Supervisor Lynn "Don" Horton	voted <u>Hue</u>
Supervisor Luke Lummus	voted ALE
Supervisor R B Davis	voted
Supervisor Shelton L Deanes	voted —
Supervisor Floyd T McKee	voted _

STATE OF MISSISSIPPI COUNTY OF CLAY

This is to certify that the foregoing is a true and correct copy of an order passed by the Board of Supervisors of Clay County, Mississippi, entered into the minutes of the said Board of Supervisors, Minute Book No 48, Page No same having been adopted at a meeting of said Board of Supervisors on the 28 day of 2015

Clerk of Board of Supervisors of Clay County, Mississippi

ATTEST

Clerk of Board of Supervisors of Clay County, Mississippi

(SEAL)

ESTIMATED COST OF THE PROJECT DECD-0013() B CLAY COUNTY (Including Contingencies)

(MDA est cost 01/20/15)

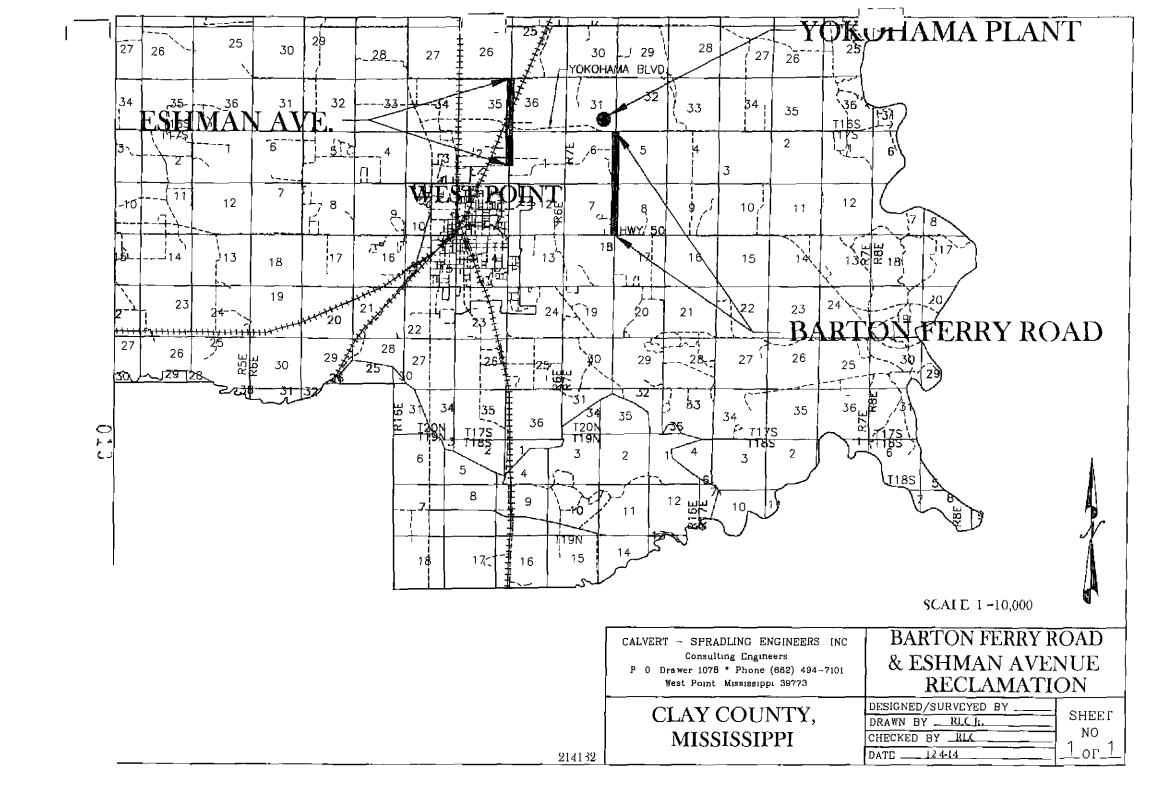
	(MDA est cost 01/20/15
A PRELIMINARY ENGINEERING COST	\$ 88,136 00
MDA Funds Requested	(<u>100</u> %) \$ <u>88,136 00</u>
County Funds – Source()	(%) \$
B CONSTRUCTION ENGINEERING COST & TEST	NG \$ 166,102 00
MDA Funds Requested	(100 %) \$ 166,102 00
County Funds - Source()	(%) \$
CRIGHTOFWAN	S S
MDA Funds Requested	(%) \$
County Funds – Source()	(%) \$
D UTILITY RELOCATION COST	\$
MDA Funds Requested	(%) \$
County Funds – Source()	(%) \$
E CONSTRUCTION COST	\$ 1,694,915 00
MDA Funds Requested	(100%) \$1,694,915 00
County Funds - Source()	(%) \$
T. OTHER COST : ENVIRONMENTAL ASSESSME	VIVANDE S
MDA Funds Requested	(%) \$
County Funds – Contributed	(%) \$
G OTHER COST ROW APPRAISAN	
MDA Funds Requested	(%) \$
County Funds – Contributed	(%) \$
H OTHER COST CONTINUENCIES	\$\$\$\$
MDA Funds Requested	(100%) \$50,847 00
County Funds – Contributed	(%) \$
MOTAL PROJECT COST	\$ 2,000,000 00
Total MDA Funds Requested	(<u>100</u> %) \$ <u>2,000,000 00</u>
Total County Funds – Contributed	(%) \$
<u></u>	

PROPOSED MISSISSIPPI DEVELOPMENT AUTHORITY ECONOMIC DEVELOPMENT HIGHWAY CONSTRUCTION PROGRAM FOR CLAY COUNTY BARTON FERRY ROAD

DATA TO BE SU	ВМІТТ	ED WITH AL	L PRO	JECT PR	OGR/	<u>AMS</u>			
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PROPOSED MISSISSIPPI DEVELOPMENT AUTHORITY ECONOMIC DEVELOPMENT HIGHWAY CONSTRUCTION PROGRAM FOR CLAY COUNTY ESHMAN AVENUE

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Preliminary Review							Date Date	
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Approved	_			e Aid Engine			Date Date	



IN THE MATTER OF AUTHORIZING AND APPROVING THE STATE AID STRIPING PROJECT SAP-013(8)M

There came on this day for consideration the matter of authorizing and approving the State Aid Striping Project SAP-013-(8)M

After motion by Shelton Deanes and second by Luke Lummus this Board doth vote unanimously to authorize and approve the State Aid Striping Project SAP-013-(8)M as attached hereto as Exhibit A

SO ORDERED this the 22nd day of January, 2015

014

C	ORDER OF BOARD OF SUPERVISORS Clay COUNTY,
-	SETTING FORTH PROPOSED STATE AID PROJECTS FOR
PE	PRIOD January , 2012 THROUGH December , 2015
amended, here Clay	provisions of Senate Bill No 1 of the Extraordinary Session of 1949 and as subsequently in after referred to as said Act, We, the undersigned members of the Board of Supervisors of County, hereby order that the proposed project(s) listed herein constitute the State Aid
Program for	Clay County for the period January , 2012 through December , 2015
In support of th	us order, the Board certifies and agrees that
1	The State Aid System in said County has been designated by the Board and approved by the State Aid Engineer, as required by said Act
2	The Board has employed a Registered Professional Engineer as County Engineer, who will employ such other competent technical assistant(s), as required, to properly supervise and inspect the work in compliance with the Rules and Regulations of the State Aid Engineer, all as required in said Act
3	This program, which has been prepared by the County Engineer and approved by this Board, is herewith submitted to the State Aid Engineer for approval
4	The Board will comply with all applicable Laws, Rules and Regulations in the acquisition of rights-of-way and will maintain the acquired rights-of-way for said project(s) to keep the same free of encroachments such as buildings, fences or any other obstructions. The Board designates as its right-of-way acquisition agent for the project(s) herein. The agent's address and phone number is
5	Counties receiving \$500,000 or more in Federal funds from all projects constructed or being constructed in a Federal Fiscal Year (October 1 - September 30), must have a single audit conducted in accordance with OMB circular A-133
6	The Board herein affirms its acceptance of the Office of State Aid Road Construction's policy for the accommodation of utilities as stated in SOP No SA II-2-8 and agrees to coordinate utility facility installation and/or adjustment in a timely manner so as not to impede project development
7	The Board will maintain the project(s), after completion, in a regular and satisfactory manner subject to the approval of the State Aid Engineer, all as required in said Act
8	The State Aid Engineer is authorized to effect such transfer of funds as are necessary to pay engineering costs on the project(s), as authorized by Mississippi Code 1972, Section 65-9-15, and in accordance with the Rules and Regulations promulgated by the State Aid Engineer, dated July 1, 2005
9	The State Aid Engineer is authorized to effect such transfer of funds as are necessary to pay testing expenses incurred PRIOR to the award of Contract on any project(s) included in this program. In the event the Board cancels or withdraws any project(s) included in this program, the Board hereby agrees to reimburse its State Aid Fund for testing charges incurred

SAP	Program for	Clay	County
UAL	Program for		County

PROJECT PRIORITY NO

1	Projec	t No SAF-13(8)M of Road Road A th	T (See attache	d sheet)					
2		of Road a character of Classification (ch			(check one)	Collector	Local		
	Federa	ıl Route Number	See attached shee	t	(CHOCK ONC)	Conceior	Local	_	
4	Termt	nı of Proje <u>ct: 11/2</u>							
5	Lenot	of Project	56 483	Miles					
6	Chara	cter of Work (Show	Alternates of App		ing and sign:	bg			
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•						<u> </u>			
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9	Estun	ated Construction C	ost of Project (Inc	luding Conting	encies) S			299	385
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	b	BR Funds Requ	rested (%)	s				
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	d	LSBP Funds	(%)	\$				
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	Engin	eering Cost (12) State Aid Funds	%) (Constr Cost I	less Contingenc	ies) \$	04 005		34	215
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			Funds Record			Auditor			Date
			Programmed						Date Date

c \doc\proposal_sap_2007-01 01 wpd

Revised January 1 2007

DWE

Program for ____

Clay County

BOARD OF SUPERVISORS

	Clay	-11	County
	Den	JX _	, Supervisor, District I
2	fly Ze	in _	, Supervisor, District II
Bul	BX	tanin	, Supervisor, District III
Shu	to 14		, Supervisor, District IV
Filor	1 m	10/-	, Supervisor, District V
7	Robert	1. Colvet	. County Engineer

STATE OF MISSISSIPPI

COUNTY OF ____ Clay

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

Prepared by

Clerk of Board of Supervisors of

OFFICE OF STATE AID ROAD CONSTRUCTION MISSISSIPPI DEPARTMENT OF TRANSPORTATION JACKSON, MISSISSIPPI

DATA TO BE SUBMITTED WITH ALL PROJECT PROGRAMS

Project Number	SAP-13(8)M	County	Clay	Date January 31 2015
Road Connections at e	ach End of Project End, Surf Typ	e	Surf Width	Rdwy Width
(South or West)	_			<u>_</u>
N/A (North or East)	End, Surf Typ	e	Surf Width	Rdwy Width
Railroad Grade Crossi Is there an existing Ra Name of Railroad Ka	ng <u>Data</u> alroad Grade Crossin ansas City Southe		No	
Existing Protection F	lashing Signs - Ti	bbee		
Proposed Protection		•		
Existing and/or Propos	sed Facilities Effection	ng Route		
SCHOOLS INDUSTRY	YES 🗸	NO	ON ROUTE	OFF ROUTE
TYPE OF INDUST	RY			
OTHER DESIGN O	CONSIDERATIONS			
UTILITY COMPANIE				
NAM		STREET OR	P.O. BOX ADDRESS	CITY
N/A	`			
			- Ar-	
		_ _		
<u> </u>				
				L
			Signed	
				County Engineer

013

PROJECT NO SAP-13(8)M STRIPING & SIGNING CLAY COUNTY, MS CSE# 215002

<u>Major Collector</u> <u>Route No</u>	<u>Designation</u>	<u>Duinci</u>	USE# 215002 Name	<u>Previous</u> <u>Project</u>	Length Miles
140	A	1_	Barton Ferry Road	S 1714(2)B	2 628
744	В	4_	Brand Una Road	APL 0744(4)B	5 126
	c	2	Churchill Road	SAP 13(30)	1 948
· 	D	111	Douglas Lake Road	SAP 13(24)	3 462
	E	3	Griffith Siloam Road	SAP 13(15)/(19)	4 14
140	F	1	Hazelwood Road	STP-0140(23)B	2 047
1716	G	3/5	Henryville Road	S-1716(2)B	3 321
	HH	2/4	Lone Oak	S-0771(1)B	4 413
	I	4	North Lone Oak	SAP-13(17)	1 534
		3_	Montpelier Road	SAP-13(36)	2 064
	K	2	Old Highway 50	APL 0013(42)B	1 719
 	LL	2	Old Tibbee Road	LPG-13(11)	0 852
	M	3_	Palestine Road	SAP 13(7)	1 223
739	N N	5_	Pheba Road	S-0739 2(1)	4 008
739	0	5	Pheba Colony Road	RS 0739(11)B	2 536
	P	3	Prutt Road	SAP-13(31)	1 868
	Q	2	Tibbee Road	SAP 13(10)/(13)	3 366
736	R	2	Tibbee Hwy 45W Road	SAP 13(10)	0 66
	S	5	Waddell Road	SAP-13(34)	2 01
1715	T	2	Waverly Road	LPG 13(1)/(4)/(7)	7 028
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1715	U	2	Waverly Manson Road	LPG 13(7)	0 53
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At its regular meeting held on January 22, 2015, Supervisor Shelton Deanes

moved for the adoption of the following resolution

A RESOLUTION OF THE BOARD OF SUPERVISORS OF CLAY COUNTY, MISSISSIPPI, APPROVING CONTRIBUTION OF MATCHING FUNDS FOR A SMALL COMMUNITY AIR SERVICE DEVELOPMENT GRANT TO IMPROVE AIR SERVICE AT THE GOLDEN TRIANGLE REGIONAL AIRPORT

WHEREAS, Clay County, along with the City of West Point, Oktibbeha County, the City of Starkville, Lowndes County and the City of Columbus, all in Mississippi, is one of the sponsoring entities of the Golden Triangle Regional Airport Authority, and each of the sponsoring entities are economically and mutually dependent upon each other for growth and prosperity and

Whereas, The Golden Triangle Regional Airport provides a significant resource for the Golden Triangle Region and the sponsoring entities are committed to the success of the Airport and the benefits it brings to the area, and

Whereas the Authority has sought and obtained a Small Community Air Service Development Grant (the "Grant") in the amount of Seven Hundred Fifty Thousand Dollars (\$750,000) intended for the purpose of attracting air carriers with a resulting enhancement of air service into the Golden Triangle Region, and

Whereas a condition of the Grant is a revenue guarantee, totaling Five Hundred Thousand Dollars (\$500,000) (the "Match") from the sponsoring entities, and fee waivers and marketing funds totaling Two Hundred Fifty Thousand Dollars (\$250,000) from the Authority, all for a contemplated expenditure of up to One Million Five Hundred Thousand (\$1,500,000) to be contributed toward the location of an additional air carrier with service at the Golden Triangle Regional Airport, and

Whereas the Match is to be offered as a revenue guarantee for the initial year of service for the new carrier, with the Airport Authority and the new carrier to agree upon a specific cost and profit margin with the Matching to cover any shortfall in revenues for the initial year, and the Authority will provide waivers of its customary fees, including rent and landing fees, and an expenditure of funds for the purpose of marketing the new carrier, and

Whereas, under the proposed Match, the sponsoring entities shall each pay a proportionate part of the total Match, as follows

City of Columbus 25 per cent up to \$125,000

City of Starkville 20 per cent up to \$100,000

Clay County and

City of West Point 10 per cent up to \$50,000

Lowndes County 25 per cent up to \$125,000

Oktibbeha County 20 per cent up to \$100,000

Whereas Clay County is a participatory sponsor of the Authority, having committed resources to the Airport and, along with the City of West Point, are joint members is a member of the Golden Triangle Regional Airport Authority, and

Whereas, Clay County, through its Board of Supervisors, has determined that it would be in the best interest of Clay County, the Golden Triangle Regional Airport Authority and the Golden Triangle Area to support the implementation of the Grant and to approve and authorize the commitment of its portion of the Matching as detailed above,

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Clay County as follows

IT IS RESOLVED that the County approves the terms and conditions of the Small Community Air Service Development Grant tendered to the Authority, and commits the County to the funding of its portion of the Match allocated to the City of West Point and Clay County, being 10% up to \$50,000 of which the County shall bear 5% up to \$25,000 of the total match, with the understanding that the other sponsoring entities shall make the same commitment, in their proportionate parts as set forth above, and with the further understanding that the Authority shall provide an additional commitment of Two Hundred Fifty Thousand Dollars (\$250,000) in airport fees and marketing, all to promote the placement of additional air service at the Golden Triangle Regional Airport.

IT IS FURTHER RESOLVED that the County, through the President of the Board of Supervisors, is authorized to take all steps necessary to execute such documents as are appropriate to make the commitment provided above and to fund its portion of the Match, and to take all other actions in the name of and on behalf of the County as in his judgment he shall deem necessary or appropriate to carry out the transactions contemplated by the foregoing resolutions

The motion was seconded by Supervisor Like Like Thereafter, a vote was called on the motion, and the recorded vote of the Supervisors is as follows

Supervisors voting "yea" were Lynn Horton, R B Davis, Luke Lummus, Shelton Deanes, and Floyd McKee

This Resolution is thereby SO ORDERED by the unanimous vote of the Clay County Board of Supervisors on this the 22^{nd} day of January, 2015

Lynn Horton, President of the Clay County

Board of Supervisors

ATTEST

Amy G Befry, Chancery Clerk and Clerk of the Clay County Board of

Supervisors

Small Community Air Service Development (SCASD) Grant Summary

Purpose of the Grant Provide an economic incentive to an airline to provide air service to a westbound gateway The three potential gateways listed in the grant are Dallas (American), Houston (United), and Denver (United or Frontier)

Financial breakout

Grant	\$750,000
Community Match	\$500,000
Airport Fee Waivers	\$200,000
Marketing (from GTR)	\$50,000

Total \$1,500,000

Process

Grant and community match funds would be offered as a revenue guarantee for the first year of service. The airport and airline will agree on a specific cost and profit margin for the service and the funds would make up any shortfall for the first year.

Airport fee waivers include terminal space rent and landing fees for the first year of service

Marketing will come from the airport's operating budget and will be for the first year of service

Notes By law, the airport is not allowed to participate financially in the revenue guarantee part of the incentive GTRA is allowed to offer fee waivers and marketing funds

NO	

IN THE MATTER OF AUTHORIZING TO ENTER INTO AN AGREEMENT WITH THE GOLDEN TRIANGLE PLANNING AND DEVELOPMENT DISTRICT TO PARTICIPATE IN CODE RED

There came on this day for consideration the matter of authorizing to enter into an agreement with the Golden Triangle Planning and Development District to participate in Code Red

After motion by Luke Lummus and second by R B Davis this Board doth vote unanimously to authorize and approve to enter into Code Red agreement with the GTR Planning and Development District and the City of West Point with the County's share costing \$1,536 46 and the City of West Point share costing \$1,862 63 with the County being billed by the GTRPDD for the total invoice (\$3,399 09) and then requesting reimbursement from the City of West Point for their portion

SO ORDERED this the 22nd day of January, 2015

President

CodeRED® NEXT and CodeRED Weather Warning® Services Addendum To Golden Triangle Master Agreement

This CodeRED® NEXT and CodeRED Weather Warning® Services Addendum (the "Addendum") is made a part of the CodeRED® NEXT and CodeRED Weather Warning® Master Services Agreement (the Agreement"), between Emergency Communications Network, LLC a Delaware Limited Liability Company ("Licensor") and Golden Triangle Planning and Development District, Inc., a non-profit corporation organized in the State of Mississippi (the "Purchasing Agent") This Addendum shall be effective as of the Effective Date of the Agreement

This Addendum is entered into by and between <u>Clay County</u> (hereinafter Licensee") a body politic located in <u>Mississippi</u> and Licensor and shall be made a part of and subject to the Agreement Licensee and Licensor agree as follows

- 1 Terms Capitalized terms which are used herein but not otherwise defined shall have the meanings given to them in the Agreement
- 2 License Licensor has granted Purchasing Agent a non-exclusive and non-transferable license (the License) which may be used by Licensee in accordance with the terms of this Addendum and the Agreement. Licensor reserves the right to either charge additional fees or terminate this Addendum if other parties not contemplated in this Addendum are granted access to the Service or CRWW by Licensee. Licensee assumes full and complete responsibility for the use of the Service by anyone whom Licensee permits to use the Service or who otherwise uses the Service through Licensee's pass codes.

Licensee may not assign license sublicense, rent, sell or transfer the License the Service CRWW those codes used to access the Service or any rights under this Addendum. To access the Service, Licensor will provide Licensee with up to <u>five (5)</u> unique user name(s) and password(s). Additional user pass codes may be obtained at an additional annual fee as outlined in Schedule "A," which is attached hereto and incorporated by reference

- 3 Ownership Licensee agrees that it shall not duplicate translate modify copy printout disassemble decompile or otherwise tamper with the Service or any software provided. The Licensee's License confers no title or ownership in the Service or its underlying technology.
- 4 Copyright Licensee understands and agrees that United States copyright laws and international treaty provisions protect the Service Except for the limited License provided for herein, Licensor reserves all rights in and to the Service and all underlying data compilations, and information maintained by Licensor relating to the Service, including but not limited to the source or object code. Licensee shall not make any ownership copyright or other intellectual property claims related to the Service or data processed through the Service.
- Functionality The Service provides Licensee the ability to generate high-speed notifications to geographically selected calling areas and/or listed databases via an internet-based software application. The Service has the ability to select notification databases via geographic mapping component. Licensee's database(s) shall be limited to the geographic boundaries (determined by Lat/Lon coordinates) of <u>Clay County</u>. <u>Mississippi (the "Calling Area"</u>) The Service will also allow Licensee to utilize an interactive voice response telephone service to record messages and initiate notification projects. Licensee may only place calls via the system to telephone numbers assigned within the 48 contiguous United States of America. International call rates may be set by separate agreement. Any additional Service functions will be charged at the rates on Schedule A. Licensee understands and agrees that notwithstanding the Effective Date. Licensee's access to the Service shall not commence until this Addendum has been fully executed by Licensee and Licensor.
- 6 Costs for the Service During the Term of this Addendum Licensee agrees to pay for any extra features it uses which are not paid for by Purchasing Agent as well as any System Minutes used in Licensee's Service in excess of those System Minutes purchased for Licensee by Purchasing Agent. The fees for such extras and additional System Minutes are set forth on Schedule A. Licensee understands and agrees that Purchasing Agent will purchase prepaid minutes for the Service ("System Minutes"). Licensee further understands and agrees that whenever Licensee utilizes the Service the actual calling minutes used by Licensee will be deducted from the balance of System Minutes remaining in Licensee's System Minutes bank. Licensee is

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		Licensee

responsible to maintain at all times, a positive balance of System Minutes in its System Minute bank, Payment for the Service or System Minutes is due and payable upon receipt of invoice (ROI*) Finance charges at a rate of 1% per month (12% per annum) will be charged on all balances outstanding beyond 60 days. All payments due under this Addendum shall be paid to Emergency Communications Network. LLC at 780 W. Granada Boulevard. Suite 200, Ormand Beach, FL 32174.

- 7 Free Testing and Training Minute Blocks Licensee is allotted five hundred (500) minutes of free time on the Service for the purpose of testing and training Licensee understands and agrees that the following conditions must be met in order for Licensee to utilize the free minute bank specified in Schedule A
 - a) Minutes used for testing and training will be deducted from Licensee's System Minute bank at the time the Service is used
 - b) Licensee must notify Licensor in writing within sixty (60) days from the date the Service was used for testing or training specifying qualified project(s) and System Minutes used to request that such System Minutes be designated as free minutes and restored to the System Minutes that were deducted from Licensee's System Minute bank. Licensee understands and agrees that, if Licensee fails to notify Licensor within sixty (60) days from the use of the Service, the System Minutes used will not be eligible for restoration as free minutes, and will remain deducted from Licensee's System Minute bank as described above, and
 - c) Licensor will have the final right to deem all free calling minutes eligible or ineligible for reimbursement under this paragraph
- 8 CodeRED Weather Warning® Service Licensor's CRWW service expands the benefits of the Service to include the automatic launching of prerecorded Weather Warning call-out projects to members of Licensee's Calling Area who opt-in to CRWW (each a "Subscriber" and collectively the "Subscribers") These automated call-outs are initiated by the issuance of a Severe Weather Bulletin by the National Weather Service ("NWS") with no intervention on the part of Licensee or Licensor Call recipients are determined by matching the geographic locations associated with a database of opt-in Subscribers against the geographic polygon(s) associated with Severe Weather Warnings issued by NWS
 - a) Subscribers Severe weather events can occur at any time of day or night. Accordingly, CRWW calls will automatically be launched in response to the issuance of NWS Bulletins at any time 24 hours/day. The CRWW service targets the telephone numbers of ONLY those households and businesses that have CHOSEN to participate through an opt-in process. Residents and businesses within the Calling Area who wish to receive CRWW calls can add their name and geographic location to the CRWW database via the Licensee's CodeRED® Community Notification Enrollment Page. This site is hosted by Licensor for the purposes of allowing critizens to add their contact information to both the CodeRED® database and the CRWW database via the Internet Only addresses falling within the Calling Area are eligible to receive CRWW calls. Subscribers shall be subject to the terms and conditions of the CRWW service which can be reviewed at http://www.coderedweb.com/codereddataentry/terms.cfm. ONLY THOSE CITIZENS WHO OPT-IN TO THE CRWW SERVICE WILL BE ELIGIBLE TO RECEIVE WEATHER WARNING CALLS. LICENSEE MAY HAVE TO APPROVE ALL SUBSCRIBER ENTRIES PRIOR TO THEIR BEING ACTIVATED AND ENTERED INTO THE CALLING DATABASE. All Subscriber data is the sole and exclusive property of Licensor.
 - b) CodeRED® Minute Bank Balance Calls placed automatically via the CRWW service have no effect on the System Minute bank balance associated with the Service
- 9 Term This Addendum and the License extended herein will continue for a period of <u>one (1) year</u> (the Initial Term) commencing on the Effective Date. Upon completion of the one-year Initial Term or any one-year Renewal Term the Purchasing Agent may renew Term of this Addendum for an additional one-year period (each a "Renewal Term"), except as otherwise set forth herein. In the event Purchasing Agent elects not to renew the Agreement and this Addendum. Licensor shall provide Licensee with the option to enter into a new agreement to commence at the end of the Term of the Agreement and this Addendum, for the provision of the Service.
- 10 Agreement Extension Upon completion of the Initial Term and each Renewal Term the Term of the Agreement and this Addendum may be extended by Purchasing Agent for additional one (1) year periods in the event Purchasing Agent has not extended the Agreement and this Addendum by the sixtleth (60th) day prior to the commencement of the next Renewal Term, Licensor may notify Licensee of the termination date of the

Emergency Communications Network LLC	Page 2 of 6	Initials
CodeRED® NEXT and CodeRED Weather Warni	ing® Services Addendum	Licensor
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		Licensee

Agreement and this Addendum to determine whether Licensee desires to enter into an independent agreement for Service, at Licensee's own cost

- 11 Minute Bank Refill Feature The parties recognize that Licensee may utilize the Service in a manner that results in Licensee exceeding the amount of prepaid System Minutes purchased for Licensee by Purchasing Agent. In the event that Licensee's use of the Service completely exhausts Licensee's remaining prepaid System Minute bank. Licenser will immediately refill Licensee's System Minute bank with a block of 3,000 System Minutes and will invoice Licensee for this block of minutes at the Additional System Minute price as indicated in Schedule A. Licensee shall pay Licensor for all Additional System Minute blocks upon ROI from Licensor subject to the same terms as set forth in paragraph 6. Licensee understands and agrees that it is required to maintain a positive System Minutes balance in its System Minutes bank at all times, and agrees to purchase Additional System Minute blocks as needed in order to maintain a positive System Minute balance. The purpose of this refill feature is to ensure that calls being placed via the Service are not interrupted as the result of Licensee's depletion of its System Minutes.
- 12 Appropriate Use of The Service Licensee agrees to use the Service in a way that conforms with all applicable laws and regulations, including but not limited to all applicable laws regarding outbound telemarketing the Federal Telephone Consumer Protection Act of 1991. The Telemarketing and Consumer Fraud and Abuse Prevention Act of 1999, as well as State and Local telemarketing laws and requirements. Licensee agrees not to initiate a call, such that the same call is to be delivered to two (2) or more lines of a business. Licensee specifically agrees not to make any attempt to gain unauthorized access to any of Licensor's systems or networks. Licensee agrees that Licensor shall not be responsible or liable for the content of the message(s) created by Licensee or by those who access the Service using Licensee's codes or otherwise delivered by the Service on behalf of Licensee. Licensee agrees to be solely responsible for and defend indemnify and hold harmless Licensor and its affiliates, employees, officers, directors, managers, members and agents from any and all lawsuits demands liabilities damages claims losses costs or expenses including attorneys' fees (whether by salary, retainer or otherwise) whether brought by a third party arising from any violation of this Addendum by Licensee's accounts or use of the Service through Licensee's account and from any violations of any laws by Licensee's accounts or use of the Service through Licensee's account
- 13 Security Licensor will use commercially reasonable practices and standards to secure and encrypt data transmissions. Licensee understands and acknowledges that Licensor is providing the Service on the World Wide Web through an upstream" third party internet Service Provider utilizing public utility services which may not be secure. Licensee agrees that Licensor shall not be liable to Licensee in the event of any interruption of service or tack of presence on the Internet as a result of any disruption by the third party internet Service Provider or public utility. Licensee agrees that Licensor cannot guarantee the integrity of any Licensee supplied or user supplied data. Any errors duplications or inaccuracies related to Licensee or user supplied data will be the responsibility of Licensee.
- 14 Representations and Warranties Licensee acknowledges and agrees that. (a) the Service is run by software that is designed to be active 24 hours per day, 365 days per year software in general is not error-free and the existence of any errors in Licensee's software used in conjunction with the Service shall not constitute a breach of this Addendum (b) in the event that Licensee discovers a material error which substantially affects Licensee s use of the Service, and Licensee notifies Licensor of the error, Licensor shall use reasonable measures to restore access to the Service, provided that such error has not been caused by incorrect use abuse or corruption of the Service or the Service's software or by use of the Service with other software or on equipment with which it is incompatible by Licensee or a third party accessing the Service through Licensee's pass codes, (c) Licensee is responsible for maintaining access to the Internet in order to use the Service. Licensor in no way warrants Licensee's access to the Internet via Licensee's Internet Service Provider(s), (d) Under certain rare instances not all technologies are compatible without manual intervention by both parties. Licensee agrees that its staff will cooperate with Licensor's staff to make necessary modifications to allow the Service to perform and (e) the individual signing on behalf of Licensee is an authorized officer employee member director or agent for Licensee and has full authority to cause Licensee to enter into and be bound by the terms of this Addendum and this Addendum fully complies with all laws ordinances rules regulations and governing documents by which Licensee may be bound

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CodeRED® NEXT and CodeRED Weather Warning	® Services Addendum	Licensor
To Golden Triangle Master Agreement		·
		Licensee

- 15 Disclaimer In no event (even should circumstances cause any or all of the exclusive remedies to fail their essential purpose and even if Licensor has been advised of the possibility of such damages) shall Licensor its officers directors managers members employees or agents be liable for any indirect punitive special incidental or consequential damages of any nature (regardless of whether such damages are alleged to arise in contract tort or otherwise) including but not limited to loss of anticipated profits or other economic loss in connection with or ensuing from the existence furnishing function or Licensee's use of any item or products or services provided for in this Addendum Licensee understands that the cumulative liability of Licensor for any and all claims relating to the Service provided by Licensor shall not exceed that total amount paid by Licensee for the most recent payment made by Licensee to Licensor The Service is provided as-is, and Licensor disclaims all warranties, express or implied, and does not warrant for merchantability or fitness of a particular purpose. Licensee recognizes that once email and text messages have been released from Licensor's equipment, the ultimate delivery of the messages depends on the message recipient's local network. As a result Licensor cannot guarantee the delivery of email and text messages to a recipient.
- 16 Confidentiality Licensor acknowledges the confidential nature of Licensee supplied data and files that it is to prepare process or maintain under this Addendum, and agrees to perform its duties in such a manner as to prevent the disclosure to the public or to any persons not employed by Licensor any confidential data and files Data collected by Licensor will remain secured on Licensor's equipment and will only be released upon mutual agreement by both parties or a court order of sufficient jurisdiction. Licensee understands and agrees that private citizens and other persons in the Calling Area may voluntarily contribute their contact information to be used in the Service and that Licensor shall develop and maintain a database of such information, along with other information privately developed by Licensor (the "Data") Licensee acknowledges and agrees that Licensor desires to maintain the privacy of the Data, and that Licensee shall take no steps to compromise the privacy of the Data Licensor understands and agrees that private citizens and other persons in the Calling Area may designate that the data they provide to Licensor may be given to Licensee (the "Resident Data") Licensor agrees that it will upon termination of this Addendum and the request of Licensee, provided all fees due hereunder are paid in full, transmit the Resident Data, one (1) time, to Licensee Licensor reserves the right to charge Licensee any database maintenance fees it incurs in processing such request, as set forth on Schedule A Licensee further acknowledges that Licensor shall disclose to Licensee certain confidential, proprietary trade secret information of Licensor (along with the Data, "Confidential Information). Confidential Information may include but is not limited to the Service computer programs flowcharts diagrams manuals schematics development tools, specifications design documents marketing information financial information or business plans. Licensee agrees that, at all times during and after the termination of the Agreement and this Addendum Licensee will not without the express prior written consent of Licenson disclose any Confidential Information or any part thereof to any third party. Nothing in this Addendum will be deemed to require Licensor to disclose any Confidential information to Licensee or to prohibit the disclosure of any information in response to a subpoena or other similar order by a court or agency. Licensee will promptly notify Licensor of the receipt of any subpoens or other similar order and of any request under the Public Information Act or any other similar law, and will assist Licensor in preventing the disclosure of the Confidential Information pursuant to same to the extent required by Licensor
- 17 Termination This Addendum may be terminated immediately by Licensor without notice upon Licensee's breach of any of the terms herein, or by Licensor or Purchasing Agent in accordance with the terms of the Agreement. Licensee understands and agrees that in the event it desires to terminate this Addendum it may only do so with the consent of the Purchasing Agent and that Licensor shall not consider any termination effective which is not otherwise authorized by Purchasing Agent. Upon termination of this Addendum or the Agreement, whether by expiration of the Initial Term, any Renewal Term or as otherwise set forth herein Licensee's access to the Service will be terminated and all System Minutes remaining on account shall transfer solely to Licensor.
- 18 Entire Agreement This Addendum together with the Agreement, supersedes all prior understandings or agreements whether oral or written on the subject matter hereof between the parties. Only a further writing that is duly executed by both parties may modify this Addendum. The terms and conditions of this Addendum together with the Agreement will govern and supersede any additional terms provided by Licensee including but not limited to additional terms contained in standard purchase order documents and third party application terms unless mutually agreed to via written signature, by Licensor. The terms of this Addendum shall not be waived except by a further writing executed by both parties hereto. The failure by one party to require

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performance of any provision shall not affect that party's right to require performance at any time thereafter nor shall any waiver under this Addendum constitute a waiver of any subsequent action

19 Notices All notices or requests demands and other communications hereunder shall be in writing and shall be deemed delivered to the appropriate party upon (a) personal delivery if delivered by hand during ordinary business hours (b) the day of delivery if sent by U.S. Mail postage pre-paid (c) the day of signed receipt if sent by certified mail postage pre-paid, or other nationally recognized carner return receipt or signature provided and in each case addressed to the parties as follows.

As to Licensor Emergency Communications Network LLC 780 W Granada Boulevard Suite 200 Ormond Beach FL 32174

As to Licensee Clay County, Attn Floyd T McKee/District 5 President, 205 Court Street, West Point, MS 39773

Either party may change the address provided herein by providing notice as set forth in this paragraph

- 20 General Each party to this Addendum agrees that any dispute arising under this Addendum shall be submitted to binding arbitration according to the rules and regulations of, and administered by the American Arbitration Association and that any award granted pursuant to such arbitration may be rendered to final judgment. If any dispute arises hereunder, the prevailing party shall be entitled to all costs and attorney's fees from the losing party for enforcement of any right included in this Addendum, whether in Arbitration, a Court of first jurisdiction or any Court of Appeal.
- 21 Interpretation and Severability In the event any provision of this Addendum is determined by an arbitrator or court of competent jurisdiction to be void the remaining provisions of this Addendum shall remain binding on the parties hereto with the same effect as though the void provision(s) had been limited or deleted as applicable
- 22 Counterparts and Construction This Addendum may be executed in counterparts each of which shall constitute an original with all such counterparts constituting a single instrument. The headings contained in this agreement shall not affect the interpretation of this Addendum and are for convenience only. Licensee agrees that this Addendum shall not be construed against Licensor as the drafter and that Licensee has read and understands this Addendum, and has had the opportunity to review this Addendum with legal counsel.
- 23 Survival Certain obligations set forth herein represent independent covenants by which either party hereto may be bound and shall remain bound regardless of any breach of the Agreement or this Addendum and shall survive termination of the Agreement and this Addendum

IN WITNESS WHEREOF the parties execute this Addendum on the date(s) indicated below

Clay County, Mississippi	Licensor Emergency Communications Network, LLC
By () 4 () 1	Ву
Printed Name Lynn Horton	Printed Name
Title Board President	Title
Date 1-2-2-015	Date
()
Emergency Communications Network LLC Page 5 of 6 CodeRED® NEXT and CodeRED Weather Warning® Services Add To Golden Triangle Master Agreement	Initials endum Licensor Licensee

Schedule A – Service Charges <u>Clay County, Mississippi</u>

\$ <u>Included</u>

Licensee ___

Up to 30,000 Annual CodeRED System Minutes

Additional System Minutes		\$ <u>0 26 per minute</u>
500 minutes for testing and training		\$ No Charge
Up to 5 CodeRED® user pass codes Additional pass codes may be purchased for a	n annual fee of \$ <u>150 00</u> per pass code	\$!ncluded
One (1) CodeRED® distance training Additional distance training sessions may be po- Additional on-site training sessions may be po- lodging expenses.	session urchased for \$ <u>150.00</u> per hour (one hour minimu urchased for <u>\$1,500 00</u> per trainer per day plus	\$ <u>Included</u> im) all travel ground transportation and
CodeRED Weather Warning®		\$ Included
Initial Residential Database Upload		\$ <u>Warved</u>
Standard CodeRED® data collection	website	\$ No Charge
Email and Text Messaging		\$ <u>No Charge</u>
Annual System Maintenance, inclu	dıng all Software Upgrades	\$ <u>No Charge</u>
prerecorded System calls All calls will b	prepaid System Minutes at actual minute billed in 6-second increments. Only contictions) will result in connection charges be	nected calls (live connections, answering
	Database Accuracy Updates	
this Addendum undergoes periodic accu	e Accuracy Updates ensure that the data tracy checks using Licensor's most currer and telephone numbers it will be the so from Licensor	it in-house compiled database including
	te" will be performed by the Licensor up e will incur charges at the rate listed below	
<u>3¢ r</u>	per record in final updated database popula	<u>tion</u>
	e labor fee of One Hundred Dollars (\$100 ading any database supplied by Licensee o	
	\$100 per hour for database maintenance	
Professional Services Upon Request Licensor shall perform professional servi	\$135 00 per hour ces as requested from time to time by Licer	nsee in its sole discretion
	031	
Emergency Communications Network LLC CodeRED® NEXT and CodeRED Weather Water Golden Triangle Master Agreement	Page 6 of 6 arning® Services Addendum	Initials Licensor

CODE RED

Clay County,	9 327
Mississippi	

Weat Point city, 11 307

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TOTAL	44 207	
TOTAL	11,307	
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\$1,536 46

TOTAL COST \$3,399 09

TOTAL POPULATION 20,634

032

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CodeRED® NEXT and CodeRED Weather Warning® Services Addendum To Golden Triangle Master Agreement

This CodeRED® NEXT and CodeRED Weather Warning® Services Addendum (the "Addendum") is made a part of the CodeRED® NEXT and CodeRED Weather Warning® Master Services Agreement (the Agreement") between Emergency Communications Network LLC a Delaware Limited Liability Company ("Licensor') and Golden Triangle Planning and Development District, Inc., a non-profit corporation organized in the State of Mississippi (the "Purchasing Agent") This Addendum shall be effective as of the Effective Date of the Agreement

This Addendum is entered into by and between <u>Clay County</u> (hereinafter Licensee") a body politic located in <u>Mississippi</u> and Licensor and shall be made a part of and subject to the Agreement Licensee and Licensor agree as follows

- 1 Terms Capitalized terms which are used herein but not otherwise defined shall have the meanings given to them in the Agreement
- 2 License Licensor has granted Purchasing Agent a non-exclusive and non-transferable license (the License*) which may be used by Licensee in accordance with the terms of this Addendum and the Agreement Licensor reserves the right to either charge additional fees or terminate this Addendum if other parties not contemplated in this Addendum are granted access to the Service or CRWW by Licensee Licensee assumes full and complete responsibility for the use of the Service by anyone whom Licensee permits to use the Service or who otherwise uses the Service through Licensee's pass codes

Licensee may not assign license sublicense rent, sell or transfer the License the Service CRWW those codes used to access the Service or any rights under this Addendum. To access the Service Licensor will provide Licensee with up to <u>five (5)</u> unique user name(s) and password(s). Additional user pass codes may be obtained at an additional annual fee as outlined in Schedule. A which is attached hereto and incorporated by reference.

- 3 Ownership Licensee agrees that it shall not duplicate translate modify copy printout disassemble decompile or otherwise tamper with the Service or any software provided. The Licensee's License confers no title or ownership in the Service or its underlying technology.
- 4 Copyright Licensee understands and agrees that United States copyright laws and international treaty provisions protect the Service Except for the limited License provided for herein Licensor reserves all rights in and to the Service and all underlying data compilations and information maintained by Licensor relating to the Service including but not limited to the source or object code Licensee shall not make any ownership copyright or other intellectual property claims related to the Service or data processed through the Service
- Functionality The Service provides Licensee the ability to generate high-speed notifications to geographically selected calling areas and/or listed databases via an Internet-based software application. The Service has the ability to select notification databases via geographic mapping component. Licensee's database(s) shall be limited to the geographic boundaries (determined by Lat/Lon coordinates) of Clay County, Mississippi (the "Calling Area"). The Service will also allow Licensee to utilize an interactive voice response telephone service to record messages and initiate notification projects. Licensee may only place calls via the system to telephone numbers assigned within the 48 contiguous United States of America. International call rates may be set by separate agreement. Any additional Service functions will be charged at the rates on Schedule. A Licensee understands and agrees that, notwithstanding the Effective Date. Licensee's access to the Service shall not commence until this Addendum has been fully executed by Licensee and Licensor.
- 6 Costs for the Service During the Term of this Addendum, Licensee agrees to pay for any extra features it uses which are not paid for by Purchasing Agent as well as any System Minutes used in Licensee's Service in excess of those System Minutes purchased for Licensee by Purchasing Agent. The fees for such extras and additional System Minutes are set forth on Schedule A Licensee understands and agrees that Purchasing Agent will purchase prepaid minutes for the Service ("System Minutes"). Licensee further understands and agrees that whenever Licensee utilizes the Service the actual calling minutes used by Licensee will be deducted from the balance of System Minutes remaining in Licensee's System Minutes bank. Licensee is

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CodeRED® NEXT and CodeRED Weather Warning® Services Addendum
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responsible to maintain at all times a positive balance of System Minutes in its System Minute bank. Payment for the Service or System Minutes is due and payable upon receipt of invoice (*ROI). Finance charges at a rate of 1% per month (12% per annum) will be charged on all balances outstanding beyond 60 days. All payments due under this Addendum shall be paid to Emergency Communications. Network. LLC at 780 W. Granada Boulevard. Suite 200, Ormond Beach. FL 32174

- 7 Free Testing and Training Minute Blocks Licensee is allotted five hundred (500) minutes of free time on the Service for the purpose of testing and training Licensee understands and agrees that the following conditions must be met in order for Licensee to utilize the free minute bank specified in Schedule A
 - a) Minutes used for testing and training will be deducted from Licensee's System Minute bank at the time the Service is used
 - b) Licensee must notify Licensor in writing within sixty (60) days from the date the Service was used for testing or training specifying qualified project(s) and System Minutes used to request that such System Minutes be designated as free minutes and restored to the System Minutes that were deducted from Licensee's System Minute bank Licensee understands and agrees that if Licensee fails to notify Licensor within sixty (60) days from the use of the Service the System Minutes used will not be eligible for restoration as free minutes and will remain deducted from Licensee's System Minute bank as described above and
 - c) Licensor will have the final right to deem all free calling minutes eligible or ineligible for reimbursement under this paragraph
- 8 CodeRED Weather Warning® Service Licensor's CRWW service expands the benefits of the Service to include the automatic launching of prerecorded Weather Warning call-out projects to members of Licensee's Calling Area who opt-in to CRWW (each a Subscriber" and collectively the Subscribers") These automated call-outs are initiated by the issuance of a Severe Weather Bulletin by the National Weather Service ("NWS") with no intervention on the part of Licensee or Licensor Call recipients are determined by matching the geographic locations associated with a database of opt-in Subscribers against the geographic polygon(s) associated with Severe Weather Warnings issued by NWS
 - a) Subscribers Severe weather events can occur at any time of day or night. Accordingly, CRWW calls will automatically be launched in response to the issuance of NWS Bulletins at any time 24 hours/day. The CRWW service targets the telephone numbers of ONLY those households and businesses that have CHOSEN to participate through an opt-in process. Residents and businesses within the Calling Area who wish to receive CRWW calls can add their name and geographic location to the CRWW database via the Licensee's CodeRED® Community Notification. Enrollment Page. This site is hosted by Licensor for the purposes of allowing citizens to add their contact information to both the CodeRED® database and the CRWW database via the Internet Only addresses falling within the Calling Area are eligible to receive CRWW calls. Subscribers shall be subject to the terms and conditions of the CRWW service which can be reviewed at http://www.coderedweb.com/codereddataentry/terms.cfm. ONLY THOSE CITIZENS WHO OPT-IN TO THE CRWW SERVICE WILL BE ELIGIBLE TO RECEIVE WEATHER WARNING CALLS. LICENSEE MAY HAVE TO APPROVE ALL SUBSCRIBER ENTRIES PRIOR TO THEIR BEING ACTIVATED AND ENTERED INTO THE CALLING DATABASE. All Subscriber data is the sole and exclusive property of Licensor.
 - b) CodeRED® Minute Bank Balance Calls placed automatically via the CRWW service have no effect on the System Minute bank balance associated with the Service
- Term This Addendum and the License extended herain, will continue for a period of <u>one (1) year</u> (the "Initial Term") commencing on the Effective Date. Upon completion of the one-year Initial Term or any one-year Renewal Term the Purchasing Agent may renew Term of this Addendum for an additional one-year period (each a Renewal Term) except as otherwise set forth herein. In the event Purchasing Agent elects not to renew the Agreement and this Addendum. Licensor shall provide Licensee with the option to enter into a new agreement to commence at the end of the Term of the Agreement and this Addendum, for the provision of the Service.
- Agreement Extension Upon completion of the Initial Term and each Renewal Term the Term of the Agreement and this Addendum may be extended by Purchasing Agent for additional one (1) year periods. In the event Purchasing Agent has not extended the Agreement and this Addendum by the sixtieth (60th) day prior to the commencement of the next Renewal Term. Licensor may notify Licensee of the termination date of the Emergency Communications Network LLC.

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Agreement and this Addendum to determine whether Licensee desires to enter into an independent agreement for Service, at Licensee's own cost

- 11 Minute Bank Refill Feature The parties recognize that Licensee may utilize the Service in a manner that results in Licensee exceeding the amount of prepaid System Minutes purchased for Licensee by Purchasing Agent. In the event that Licensee's use of the Service completely exhausts Licensee's remaining prepaid System Minute bank Licensee's use of the Service completely exhausts Licensee's remaining prepaid System Minute bank with a block of 3,000 System Minutes and will invoice Licensee for this block of minutes at the Additional System Minute price as indicated in Schedule A Licensee shall pay Licensor for all Additional System Minute blocks upon ROI from Licensor subject to the same terms as set forth in paragraph 6 Licensee understands and agrees that it is required to maintain a positive System Minutes balance in its System Minutes bank at all times and agrees to purchase Additional System Minute blocks as needed in order to maintain a positive System Minute balance. The purpose of this refill feature is to ensure that calls being placed via the Service are not interrupted as the result of Licensee's depletion of its System Minutes.
- Appropriate Use of The Service Licensee agrees to use the Service in a way that conforms with all applicable laws and regulations including but not limited to all applicable laws regarding outbound telemarketing the Federal Telephone Consumer Protection Act of 1991. The Telemarketing and Consumer Fraud and Abuse Prevention Act of 1999 as well as State and Local telemarketing laws and requirements Licensee agrees not to initiate a call such that the same call is to be delivered to two (2) or more lines of a business Licensee specifically agrees not to make any attempt to gain unauthorized access to any of Licensor's systems or networks. Licensee agrees that Licensor shall not be responsible or liable for the content of the message(s) created by Licensee or by those who access the Service using Licensee's codes or otherwise delivered by the Service on behalf of Licensee Licensee agrees to be solely responsible for and defend indemnify and hold harmless Licensor and its affiliates employees officers directors managers members and agents from any and all lawsuits demands liabilities damages claims losses costs or expenses including attorneys fees (whether by salary retainer or otherwise) whether brought by a third party arising from any violation of this Addendum by Licensee's accounts or use of the Service through Licensee's account and from any violations of any laws by Licensee
- 13 Security Licensor will use commercially reasonable practices and standards to secure and encrypt data transmissions. Licensee understands and acknowledges that Licensor is providing the Service on the World Wide Web through an upstream third party Internet Service Provider utilizing public utility services which may not be secure. Licensee agrees that Licensor shall not be liable to Licensee in the event of any interruption of service or lack of presence on the Internet as a result of any disruption by the third party Internet Service. Provider or public utility. Licensee agrees that Licensor cannot guarantee the integrity of any Licensee supplied or user supplied data. Any errors duplications or inaccuracies related to Licensee or user supplied data will be the responsibility of Licensee.
- 14 Representations and Warranties Licensee acknowledges and agrees that (a) the Service is run by software that is designed to be active 24 hours per day 365 days per year software in general is not error-free and the existence of any errors in Licensee's software used in conjunction with the Service shall not constitute a breach of this Addendum (b) in the event that Licensee discovers a material error which substantially affects Licensee's use of the Service, and Licensee notifies Licensor of the error Licensor shall use reasonable measures to restore access to the Service provided that such error has not been caused by incorrect use abuse or corruption of the Service or the Service's software or by use of the Service with other software or on equipment with which it is incompatible by Licensee or a third party accessing the Service through Licensee's pass codes (c) Licensee is responsible for maintaining access to the Internet in order to use the Service. Licensor in no way warrants Licensee's access to the Internet via Licensee's Internet Service Provider(s) (d) Under certain rare instances not all technologies are compatible without manual intervention by both parties. Licensee agrees that its staff will cooperate with Licensor's staff to make necessary modifications to allow the Service to perform and (e) the individual signing on behalf of Licensee is an authorized officer employee member director or agent for Licensee and has full authority to cause Licensee to enter into and be bound by the terms of this Addendum and this Addendum fully complies with all laws ordinances rules regulations and governing documents by which Licensee may be bound

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- Disclaimer: In no event (even should circumstances cause any or all of the exclusive remedies to fail their essential purpose and even if Licensor has been advised of the possibility of such damages) shall Licensor its officers directors managers members employees or agents be liable for any indirect punitive special incidental or consequential damages of any nature (regardless of whether such damages are alleged to arise in contract tort or otherwise) including but not limited to loss of anticipated profits or other economic loss in connection with or ensuing from the existence furnishing function or Licensee's use of any item or products or services provided for in this Addendum. Licensee understands that the cumulative liability of Licensor for any and all claims relating to the Service provided by Licensor shall not exceed that total amount paid by Licensee for the most recent payment made by Licensee to Licensor. The Service is provided as-is, and Licensor disclaims all warranties, express or implied, and does not warrant for merchantability or fitness of a particular purpose. Licensee recognizes that once email and text messages have been released from Licensor's equipment, the ultimate delivery of the messages depends on the message recipient's local network. As a result Licensor cannot guarantee the delivery of email and text messages to a recipient.
- 16 Confidentiality Licensor acknowledges the confidential nature of Licensee supplied data and files that it is to prepare process or maintain under this Addendum and agrees to perform its duties in such a manner as to prevent the disclosure to the public or to any persons not employed by Licensor, any confidential data and files Data collected by Licensor will remain secured on Licensor's equipment and will only be released upon mutual agreement by both parties or a court order of sufficient jurisdiction. Licensee understands and agrees that private citizens and other persons in the Calling Area may voluntarily contribute their contact information to be used in the Service and that Licensor shall develop and maintain a database of such information, along with other information privately developed by Licensor (the Data) Licensee acknowledges and agrees that Licensor desires to maintain the privacy of the Data, and that Licensee shall take no steps to compromise the privacy of the Data Licensor understands and agrees that private citizens and other persons in the Calling Area may designate that the data they provide to Licensor may be given to Licensee (the Resident Data") Licensor agrees that it will upon termination of this Addendum and the request of Licensee provided all fees due hereunder are paid in full transmit the Resident Data one (1) time to Licensee Licensor reserves the right to charge Licensee any database maintenance fees it incurs in processing such request, as set forth on Schedule A Licensee further acknowledges that Licensor shall disclose to Licensee certain confidential proprietary trade secret information of Licensor (along with the Data Confidential Information) Confidential Information may include but is not limited to the Service computer programs flowcharts diagrams manuals schematics development tools specifications design documents marketing information financial information or business plans. Licensee agrees that at all times during and after the termination of the Agreement and this Addendum Licensee will not without the express prior written consent of Licenson disclose any Confidential Information or any part thereof to any third party. Nothing in this Addendum will be deemed to require Licensor to disclose any Confidential Information to Licensee or to prohibit the disclosure of any information in response to a subpoena or other similar order by a court or agency. Licensee will promptly notify Licensor of the receipt of any subpoena or other similar order and of any request under the Public Information Act or any other similar law, and will assist Licensor in preventing the disclosure of the Confidential Information pursuant to same to the extent required by Licensor
- 17 Termination This Addendum may be terminated immediately by Licensor without notice upon Licensee's breach of any of the terms herein or by Licensor or Purchasing Agent in accordance with the terms of the Agreement Licensee understands and agrees that in the event it desires to terminate this Addendum it may only do so with the consent of the Purchasing Agent and that Licensor shall not consider any termination effective which is not otherwise authorized by Purchasing Agent. Upon termination of this Addendum or the Agreement whether by expiration of the Initial Term, any Renewal Term or as otherwise set forth herein Licensee's access to the Service will be terminated and all System Minutes remaining on account shall transfer solely to Licensor.
- 18 Entire Agreement This Addendum together with the Agreement, supersedes all prior understandings or agreements whether oral or written on the subject matter hereof between the parties. Only a further writing that is duly executed by both parties may modify this Addendum. The terms and conditions of this Addendum together with the Agreement, will govern and supersede any additional terms provided by Licensee including but not limited to additional terms contained in standard purchase order documents and third party application terms unless mutually agreed to via written signature by Licensor. The terms of this Addendum shall not be waived except by a further writing executed by both parties hereto. The failure by one party to require

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performance of any provision shall not affect that party's right to require performance at any time thereafter nor shall any waiver under this Addendum constitute a waiver of any subsequent action

19 Notices All notices or requests demands and other communications hereunder shall be in writing and shall be deemed delivered to the appropriate party upon (a) personal delivery if delivered by hand during ordinary business hours, (b) the day of delivery if sent by U.S. Mail postage pre-paid (c) the day of signed receipt if sent by certified mail, postage pre-paid, or other nationally recognized carrier, return receipt or signature provided and in each case addressed to the parties as follows.

As to Licensor Emergency Communications Network LLC 780 W Granada Boulevard Suite 200 Ormond Beach FL 32174

As to Licensee Clay County, Attn Floyd T McKee/District 5 President, 205 Court Street, West Point, MS 39773

Either party may change the address provided herein by providing notice as set forth in this paragraph

- 20 General Each party to this Addendum agrees that any dispute arising under this Addendum shall be submitted to binding arbitration according to the rules and regulations of and administered by, the American Arbitration Association and that any award granted pursuant to such arbitration may be rendered to final judgment. If any dispute arises hereunder, the prevailing party shall be entitled to all costs and attorney's fees from the losing party for enforcement of any right included in this Addendum whether in Arbitration, a Court of first jurisdiction or any Court of Appeal
- 21 Interpretation and Severability in the event any provision of this Addendum is determined by an arbitrator or court of competent jurisdiction to be void, the remaining provisions of this Addendum shall remain binding on the parties hereto with the same effect as though the void provision(s) had been limited or deleted as applicable
- 22 Counterparts and Construction This Addendum may be executed in counterparts each of which shall constitute an original with all such counterparts constituting a single instrument. The headings contained in this agreement shall not affect the interpretation of this Addendum and are for convenience only Licensee agrees that this Addendum shall not be construed against Licensor as the drafter and that Licensee has read and understands this Addendum and has had the opportunity to review this Addendum with legal counsel
- 23 Survival Certain obligations set forth herein represent independent covenants by which either party hereto may be bound and shall remain bound regardless of any breach of the Agreement or this Addendum and shall survive termination of the Agreement and this Addendum

IN WITNESS WHEREOF the parties execute this Addendum on the date(s) indicated below

Licensee <u>Clay County, Mississippi</u>	Licensor Emergency Communications Network, LLC
Ву	. Ву
Printed Name Lynn Horton	Printed Name
Title Board President	Trtle
Date	
Emergency Communications Network LLC	Page 5 of 6 Initials
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10 Colden Hangle Haster Agreement	Licensee

Schedule A - Service Charges <u>Clay County, Mississippi</u>

Up to 30,000 Annual CodeRED System Minutes	\$ <u>Included</u>
Additional System Minutes	\$ <u>0 26 per minute</u>
500 minutes for testing and training	\$ <u>No Charge</u>
Up to <u>5</u> CodeRED® user pass codes Additional pass codes may be purchased for an annual fee of \$150 00 per pass code	\$ <u>Included</u>
One (1) CodeRED® distance training session Additional distance training sessions may be purchased for \$150.00 per hour (one hour minimum Additional on-site training sessions may be purchased for \$1,500.00 per trainer per day plus lodging expenses.	
CodeRED Weather Warning®	\$ <u>Included</u>
Initial Residential Database Upload	\$ Waived
Standard CodeRED® data collection website	\$ No Charge
Email and Text Messaging	\$ No Charge
Annual System Maintenance, including all Software Upgrades	\$ No Charge
System usage will be charged against prepaid System Minutes at actual minute prerecorded System calls. All calls will be billed in 6-second increments. Only corine machine connections and fax tone connections) will result in connection charges being Database Accuracy Updates.	ected calls (live connections answering
Licensor Supplied Database Database Accuracy Updates ensure that the data p this Addendum undergoes periodic accuracy checks using Licensor's most current but not limited to household addresses and telephone numbers. It will be the sole database accuracy and request updates from Licensor.	in-house compiled database including
One annual "Database Accuracy Update" will be performed by the Licensor upon Additional updates requested by Licensee will incur charges at the rate listed below a Licensor	on request by Licensee at no charge after the update service is completed by
3¢ per record in final updated database population	<u>on</u>
Licensee Supplied Database A service labor fee of One Hundred Dollars (\$100.00 any data importing manipulating and loading any database supplied by Licensee or	per hour will be billed to Licensee for on Licensee s behalf to Licensor
\$100 per hour for database maintenance	
Professional Services Upon Request. \$135 00 per hour Licensor shall perform professional services as requested from time to time by Licens	see in its sole discretion
Emergency Communications Network, LLC Page 6 of 6 CodeRED® NEXT and CodeRED Weather Warning® Services Addendum To Golden Triangle Master Agreement	Initials Licensor Licensee

CodeRED® NEXT and CodeRED Weather Warning® Services Addendum To Golden Triangle Master Agreement

This CodeRED® NEXT and CodeRED Weather Warning® Services Addendum (the Addendum") is made a part of the CodeRED® NEXT and CodeRED Weather Warning® Master Services Agreement (the Agreement") between Emergency Communications Network LLC a Delaware Limited Liability Company ("Licensor") and Golden Triangle Planning and Development District, Inc., a non-profit corporation organized in the State of Mississippi (the Purchasing Agent") This Addendum shall be effective as of the Effective Date of the Agreement.

This Addendum is entered into by and between <u>Clay County</u> (hereinafter Licensee) a body politic located in <u>Mississippi</u> and Licensor and shall be made a part of and subject to the Agreement Licensee and Licensor agree as follows

- 1 Terms Capitalized terms which are used herein but not otherwise defined shall have the meanings given to them in the Agreement
- License Licensor has granted Purchasing Agent a non-exclusive and non-transferable license (the License*) which may be used by Licensee in accordance with the terms of this Addendum and the Agreement Licensor reserves the right to either charge additional fees or terminate this Addendum if other parties not contemplated in this Addendum are granted access to the Service or CRWW by Licensee Licensee assumes full and complete responsibility for the use of the Service by anyone whom Licensee permits to use the Service or who otherwise uses the Service through Licensee's pass codes

Licensee may not assign license sublicense rent sell or transfer the License the Service CRWW those codes used to access the Service or any rights under this Addendum. To access the Service Licensor will provide Licensee with up to <u>five (5)</u> unique user name(s) and password(s). Additional user pass codes may be obtained at an additional annual fee as outlined in Schedule. A "which is attached hereto and incorporated by reference.

- 3 Ownership Licensee agrees that it shall not duplicate translate modify copy printout disassemble decompile or otherwise tamper with the Service or any software provided. The Licensee's License confers no title or ownership in the Service or its underlying technology.
- 4 Copyright Licensee understands and agrees that United States copyright laws and international treaty provisions protect the Service Except for the limited License provided for herein Licensor reserves all rights in and to the Service and all underlying data compilations and information maintained by Licensor relating to the Service including but not limited to the source or object code. Licensee shall not make any ownership copyright or other intellectual property claims related to the Service or data processed through the Service.
- Functionality The Service provides Licensee the ability to generate high-speed notifications to geographically selected calling areas and/or listed databases via an Internet-based software application. The Service has the ability to select notification databases via geographic mapping component. Licensee's database(s) shall be limited to the geographic boundaries (determined by Lat/Lon coordinates) of Clay County, Mississippi (the "Calling Area") The Service will also allow Licensee to utilize an interactive voice response telephone service to record messages and initiate notification projects. Licensee may only place calls via the system to telephone numbers assigned within the 48 contiguous United States of America. International call rates may be set by separate agreement. Any additional Service functions will be charged at the rates on Schedule A. Licensee understands and agrees that notwithstanding the Effective Date. Licensee's access to the Service shall not commence until this Addendum has been fully executed by Licensee and Licensor.
- 6 Costs for the Service During the Term of this Addendum Licensee agrees to pay for any extra features it uses which are not paid for by Purchasing Agent as well as any System Minutes used in Licensee's Service in excess of those System Minutes purchased for Licensee by Purchasing Agent. The fees for such extras and additional System Minutes are set forth on Schedule A Licensee understands and agrees that Purchasing Agent will purchase prepaid minutes for the Service ("System Minutes"). Licensee further understands and agrees that whenever Licensee utilizes the Service the actual calling minutes used by Licensee will be deducted from the balance of System Minutes remaining in Licensee's System Minutes bank. Licensee is

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responsible to maintain at all times a positive balance of System Minutes in its System Minute bank Payment for the Service or System Minutes is due and payable upon receipt of invoice (ROI") Finance charges at a rate of 1% per month (12% per annum) will be charged on all balances outstanding beyond 60 days. All payments due under this Addendum shall be paid to Emergency Communications Network LLC at 780 W Granada Boulevard Suite 200 Ormond Beach FL 32174

- 7 Free Testing and Training Minute Blocks Licensee is allotted five hundred (500) minutes of free time on the Service for the purpose of testing and training. Licensee understands and agrees that the following conditions must be met in order for Licensee to utilize the free minute bank specified in Schedule A
 - Minutes used for testing and training will be deducted from Licensee's System Minute bank at the time the Service is used
 - Licensee must notify Licensor in writing within sixty (60) days from the date the Service was used for testing or training specifying qualified project(s) and System Minutes used to request that such System Minutes be designated as free minutes and restored to the System Minutes that were deducted from Licensee's System Minute bank Licensee understands and agrees that if Licensee fails to notify Licensor within sixty (60) days from the use of the Service the System Minutes used will not be eligible for restoration as free minutes, and will remain deducted from Licensee's System Minute bank as described above and
 - Licensor will have the final right to deem all free calling minutes eligible or ineligible for reimbursement under this paragraph
- 8 CodeRED Weather Warning® Service Licensor's CRWW service expands the benefits of the Service to include the automatic launching of prerecorded Weather Warning call-out projects to members of Licensee's Calling Area who opt-in to CRWW (each a "Subscriber" and collectively the Subscribers") These automated call-outs are initiated by the issuance of a Severe Weather Bulletin by the National Weather Service (NWS) with no intervention on the part of Licensee or Licensor Call recipients are determined by matching the geographic locations associated with a database of opt-in Subscribers against the geographic polygon(s) associated with Severe Weather Warnings issued by NWS
 - a) Subscribers Severe weather events can occur at any time of day or night Accordingly CRWW calls will automatically be launched in response to the issuance of NWS Bulletins at any time 24 hours/day. The CRWW service targets the telephone numbers of ONLY those households and businesses that have CHOSEN to participate through an opt-in process. Residents and businesses within the Calling Area who wish to receive CRWW calls can add their name and geographic location to the CRWW database via the Licensee's CodeRED® Community Notification Enrollment Page This site is hosted by Licensor for the purposes of allowing citizens to add their contact information to both the CodeRED® database and the CRWW database via the internet Only addresses falling within the Calling Area are eligible to receive CRWW calls. Subscribers shall be subject to the terms and conditions of the CRWW service which can be reviewed at http://www.coderedweb.com/codereddataentry/terms.cfm ONLY THOSE CITIZENS WHO OPT-IN TO THE CRWW SERVICE WILL BE ELIGIBLE TO RECEIVE WEATHER WARNING CALLS LICENSEE MAY HAVE TO APPROVE ALL SUBSCRIBER ENTRIES PRIOR TO THEIR BEING ACTIVATED AND ENTERED INTO THE CALLING DATABASE All Subscriber data is the sole and exclusive property of Licensor
 - CodeRED® Minute Bank Balance Calls placed automatically via the CRWW service have no effect on the System Minute bank balance associated with the Service
- 9 Term This Addendum and the License extended herein will continue for a period of one (1) year (the Initial Term) commencing on the Effective Date Upon completion of the one-year Initial Term or any one-year Renewal Term the Purchasing Agent may renew Term of this Addendum for an additional one-year period (each a Renewal Term) except as otherwise set forth herein. In the event Purchasing Agent elects not to renew the Agreement and this Addendum Licensor shall provide Licensee with the option to enter into a new agreement to commence at the end of the Term of the Agreement and this Addendum for the provision of the Service
- 10 Agreement Extension Upon completion of the Initial Term and each Renewal Term the Term of the Agreement and this Addendum may be extended by Purchasing Agent for additional one (1) year periods. In the event Purchasing Agent has not extended the Agreement and this Addendum by the sixtieth (60th) day prior to the commencement of the next Renewal Term Licensor may notify Licensee of the termination date of the Emergency Communications Network LLC Page 2 of 6 Initials CodeRED® NEXT and CodeRED Weather Warning® Services Addendum Licensor_ To Golden Triangle Master Agreement

Agreement and this Addendum to determine whether Licensee desires to enter into an independent agreement for Service at Licensee's own cost

- 11 Minute Bank Refill Feature The parties recognize that Licensee may utilize the Service in a manner that results in Licensee exceeding the amount of prepaid System Minutes purchased for Licensee by Purchasing Agent In the event that Licensee's use of the Service completely exhausts Licensee's remaining prepaid System Minute bank Licensor will immediately refill Licensee's System Minute bank with a block of 3,000 System Minutes and will invoice Licensee for this block of minutes at the Additional System Minute price as indicated in Schedule A Licensee shall pay Licensor for all Additional System Minute blocks upon ROI from Licensor subject to the same terms as set forth in paragraph 6 Licensee understands and agrees that it is required to maintain a positive System Minutes balance in its System Minutes bank at all times and agrees to purchase Additional System Minute blocks as needed in order to maintain a positive System Minute balance. The purpose of this refill feature is to ensure that calls being placed via the Service are not interrupted as the result of Licensee's depletion of its System Minutes.
- Appropriate Use of The Service
 Licensee agrees to use the Service in a way that conforms with all applicable laws and regulations including but not limited to all applicable laws regarding outbound telemarketing the Federal Telephone Consumer Protection Act of 1991. The Telemarketing and Consumer Fraud and Abuse Prevention Act of 1999, as well as State and Local telemarketing laws and requirements. Licensee agrees not to initiate a call such that the same call is to be delivered to two (2) or more lines of a business. Licensee specifically agrees not to make any attempt to gain unauthorized access to any of Licensor's systems or networks. Licensee agrees that Licensor shall not be responsible or liable for the content of the message(s) created by Licensee or by those who access the Service using Licensee's codes or otherwise delivered by the Service on behalf of Licensee Licensee agrees to be solely responsible for and defend indemnify and hold harmless Licensor and its affiliates employees officers directors managers members and agents from any and all lawsuits demands liabilities damages claims losses costs or expenses including attorneys fees (whether by salary retainer or otherwise) whether brought by a third party arising from any violation of this Addendum by Licensee's accounts or use of the Service through Licensee's account and from any violations of any laws by Licensee
- 13 Security Licensor will use commercially reasonable practices and standards to secure and encrypt data transmissions. Licensee understands and acknowledges that Licensor is providing the Service on the World Wide Web through an upstream" third party Internet Service Provider utilizing public utility services which may not be secure. Licensee agrees that Licensor shall not be liable to Licensee in the event of any interruption of service or lack of presence on the Internet as a result of any disruption by the third party Internet Service Provider or public utility. Licensee agrees that Licensor cannot guarantee the integrity of any Licensee supplied or user supplied data. Any errors duplications or inaccuracies related to Licensee or user supplied data will be the responsibility of Licensee.
- 14 Representations and Warranties Licensee acknowledges and agrees that. (a) the Service is run by software that is designed to be active 24 hours per day 365 days per year; software in general is not error-free and the existence of any errors in Licensee's software used in conjunction with the Service shall not constitute a breach of this Addendum (b) in the event that Licensee discovers a material error which substantially affects Licensee s use of the Service and Licensee notifies Licensor of the error Licensor shall use reasonable measures to restore access to the Service provided that such error has not been caused by incorrect use abuse or corruption of the Service or the Service's software or by use of the Service with other software or on equipment with which it is incompatible by Licensee or a third party accessing the Service through Licensee's pass codes (c) Licensee is responsible for maintaining access to the Internet in order to use the Service. Licensor in no way warrants Licensee's access to the Internet via Licensee's Internet Service Provider(s) (d) Under certain rare instances not all technologies are compatible without manual intervention by both parties. Licensee agrees that its staff will cooperate with Licensor's staff to make necessary modifications to allow the Service to perform and (e) the individual signing on behalf of Licensee is an authorized officer employee member director or agent for Licensee and has full authority to cause Licensee to enter into and be bound by the terms of this Addendum and this Addendum fully complies with all laws ordinances rules regulations and governing documents by which Licensee may be bound

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To Golden Triangle Master Agreement		
		Licensee

- 15 Disclaimer In no event (even should circumstances cause any or all of the exclusive remedies to fail their essential purpose and even if Licensor has been advised of the possibility of such damages) shall Licensor its officers directors managers members, employees or agents be liable for any indirect, punitive special incidental or consequential damages of any nature (regardless of whether such damages are alleged to arise in contract tort or otherwise) including but not limited to loss of anticipated profits or other economic loss in connection with or ensuing from the existence furnishing function or Licensees use of any item or products or services provided for in this Addendum Licensee understands that the cumulative liability of Licensor for any and all claims relating to the Service provided by Licensor shall not exceed that total amount paid by Licensee for the most recent payment made by Licensee to Licensor The Service is provided as-is, and Licensor disclaims all warranties, express or implied, and does not warrant for merchantability or fitness of a particular purpose. Licensee recognizes that once email and text messages have been released from Licensor's equipment the ultimate delivery of the messages depends on the message recipient's local network. As a result Licensor cannot guarantee the delivery of email and text messages to a recipient.
- 16 Confidentiality Licensor acknowledges the confidential nature of Licensee supplied data and files that it is to prepare process or maintain under this Addendum and agrees to perform its duties in such a manner as to prevent the disclosure to the public or to any persons not employed by Licensor, any confidential data and files Data collected by Licensor will remain secured on Licensor's equipment and will only be released upon mutual agreement by both parties or a court order of sufficient jurisdiction. Licensee understands and agrees that private citizens and other persons in the Calling Area may voluntarily contribute their contact information to be used in the Service and that Licensor shall develop and maintain a database of such information, along with other information privately developed by Licensor (the Data) Licensee acknowledges and agrees that Licensor desires to maintain the privacy of the Data and that Licensee shall take no steps to compromise the privacy of the Data Licensor understands and agrees that private citizens and other persons in the Calling Area may designate that the data they provide to Licensor may be given to Licensee (the Resident Data*) Licensor agrees that it will upon termination of this Addendum and the request of Licensee provided all fees due hereunder are paid in full, transmit the Resident Data one (1) time to Licensee Licensor reserves the right to charge Licensee any database maintenance fees it incurs in processing such request, as set forth on Schedule A Licensee further acknowledges that Licensor shall disclose to Licensee certain confidential proprietary trade secret information of Licensor (along with the Data "Confidential Information"). Confidential Information may include but is not limited to the Service computer programs flowcharts diagrams manuals schematics development tools specifications design documents marketing information financial information or business plans. Licensee agrees that, at all times during and after the termination of the Agreement and this Addendum Licensee will not without the express prior written consent of Licenson disclose any Confidential Information or any part thereof to any third party. Nothing in this Addendum will be deemed to require Licensor to disclose any Confidential Information to Licensee or to prohibit the disclosure of any information in response to a subpoena or other similar order by a court or agency. Licensee will promptly notify Licensor of the receipt of any subpoena or other similar order and of any request under the Public Information Act or any other similar law, and will assist Licensor in preventing the disclosure of the Confidential Information pursuant to same to the extent required by Licensor
- 17 Termination This Addendum may be terminated immediately by Licensor without notice upon Licensee's breach of any of the terms herein or by Licensor or Purchasing Agent in accordance with the terms of the Agreement Licensee understands and agrees that in the event it desires to terminate this Addendum it may only do so with the consent of the Purchasing Agent and that Licensor shall not consider any termination effective which is not otherwise authorized by Purchasing Agent. Upon termination of this Addendum or the Agreement whether by expiration of the initial Term, any Renewal Term or as otherwise set forth herein Licensee's access to the Service will be terminated and all System Minutes remaining on account shall transfer solely to Licensor.
- 18 Entire Agreement This Addendum together with the Agreement supersedes all prior understandings or agreements whether oral or written, on the subject matter hereof between the parties. Only a further writing that is duly executed by both parties may modify this Addendum. The terms and conditions of this Addendum, together with the Agreement will govern and supersede any additional terms provided by Licensee including but not limited to additional terms contained in standard purchase order documents and third party application terms unless mutually agreed to via written signature by Licensor. The terms of this Addendum shall not be waived except by a further writing executed by both parties hereto. The failure by one party to require

Emergency Communications Network LLC	Page 4 of 6	Initials
CodeRED® NEXT and CodeRED Weather Warning® Services Addendum To Golden Triangle Master Agreement		Licensor
To to to the light of the light		Licensee

performance of any provision shall not affect that party's right to require performance at any time thereafter nor shall any waiver under this Addendum constitute a waiver of any subsequent action

19 Notices All notices or requests, demands and other communications hereunder shall be in writing and shall be deemed delivered to the appropriate party upon (a) personal delivery if delivered by hand during ordinary business hours (b) the day of delivery if sent by U.S. Mail postage pre-paid (c) the day of signed receipt if sent by certified mail postage pre-paid or other nationally recognized carrier return receipt or signature provided and in each case addressed to the parties as follows

As to Licensor Emergency Communications Network LLC 780 W Granada Boulevard Suite 200 Ormond Beach FL 32174

As to Licensee <u>Clay County, Attn_Floyd_T_McKee/District 5 President, 205 Court Street, West Point, MS</u> 39773

Either party may change the address provided herein by providing notice as set forth in this paragraph

- 20 General Each party to this Addendum agrees that any dispute arising under this Addendum shall be submitted to binding arbitration according to the rules and regulations of and administered by the American Arbitration Association and that any award granted pursuant to such arbitration may be rendered to final judgment. If any dispute arises hereunder, the prevailing party shall be entitled to all costs and attorney's fees from the losing party for enforcement of any right included in this Addendum, whether in Arbitration, a Court of first jurisdiction or any Court of Appeal.
- 21 Interpretation and Severability In the event any provision of this Addendum is determined by an arbitrator or court of competent jurisdiction to be void the remaining provisions of this Addendum shall remain binding on the parties hereto with the same effect as though the void provision(s) had been limited or deleted as applicable
- 22 Counterparts and Construction This Addendum may be executed in counterparts each of which shall constitute an original with all such counterparts constituting a single instrument. The headings contained in this agreement shall not affect the interpretation of this Addendum and are for convenience only. Licensee agrees that this Addendum shall not be construed against Licensor as the drafter and that Licensee has read and understands this Addendum, and has had the opportunity to review this Addendum with legal counsel.
- 23 Survival Certain obligations set forth herein represent independent covenants by which either party hereto may be bound and shall remain bound regardless of any breach of the Agreement or this Addendum and shall survive termination of the Agreement and this Addendum

IN WITNESS WHEREOF the parties execute this Addendum on the date(s) indicated below

Licensee Clay County, Mississippi	Licensor Emergency Communications Network, LLC
Ву	Ву
Printed Name Lynn Horton	Printed Name
Title Board President	Title
Date	Date

Emergency Communications Network LLC Page 5 of 6
CodeRED® NEXT and CodeRED Weather Warning® Services Addendum
To Golden Triangle Master Agreement

Initials
Licensor
Licensee

Schedule A – Service Charges <u>Clay County, Mississippi</u>

Up to 30,000 Annual CodeRED System Minutes	\$ <u>included</u>
Additional System Minutes	\$ <u>0 26 per minute</u>
500 minutes for testing and training	\$ <u>No Charge</u>
Up to <u>5</u> CodeRED® user pass codes Additional pass codes may be purchased for an annual fee of \$150 00 per pass code	\$ <u>Included</u>
One (1) CodeRED® distance training session Additional distance training sessions may be purchased for \$150 00 per hour (one hour minimu Additional on-site training sessions may be purchased for \$1,500 00 per trainer per day plus lodging expenses.	\$ <u>Included</u> im) all travel ground transportation and
CodeRED Weather Warning®	\$ <u>Included</u>
Initial Residential Database Upload	\$ <u>Waived</u>
Standard CodeRED® data collection website	\$ <u>No Charge</u>
Email and Text Messaging	\$ No Charge
Annual System Maintenance, including all Software Upgrades	\$ No Charge
System usage will be charged against prepaid System Minutes at actual minuprerecorded System calls All calls will be billed in 6-second increments. Only contractine connections and fax tone connections) will result in connection charges bei	nected calls (live connections answering incurred
Database Accuracy Updates	
Licensor Supplied Database. Database Accuracy Updates ensure that the data paths Addendum undergoes periodic accuracy checks using Licensor's most current but not limited to household addresses and telephone numbers. It will be the so database accuracy and request updates from Licensor.	t in-house compiled database including
One annual Database Accuracy Update" will be performed by the Licensor up Additional updates requested by Licensee will incur charges at the rate listed below Licensor	
3¢ per record in final updated database popular	tion
Licensee Supplied Database A service labor fee of One Hundred Dollars (\$100 0 any data importing manipulating and loading any database supplied by Licensee or	
\$100 per hour for database maintenance	
Professional Services Upon Request. \$135 00 per hour Licensor shall perform professional services as requested from time to time by Licensor	nsee in its sole discretion
Emergency Communications Network LLC Page 6 of 6 CodeRED® NEXT and CodeRED Weather Warning® Services Addendum To Golden Tnangle Master Agreement	Initials Licensor
	Licensee

NO		

IN THE MATTER OF AUTHORIZING TRAVEL

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

After motion by Floyd McKee and second by R B Davis this Board doth vote unanimously to authorize to approve Mike Cummings, Dispatcher for 911, to attend the Dispatcher training class held in Grenada, MS on January 24-25, 2015

SO ORDERED this the 22nd day of January, 2015

Amy Berry

From.

Treva Hodge <thodge@claycounty ms.gov>

Sent:

Wednesday, January 21, 2015 2 38 PM

To

aberry@claycounty ms gov

Subject:

Agenda

Please put on agenda – dispatcher training class in Grenada for Mike Cummings on January 24-25

Treva Hodge

Clay County, MS
P O Box 815 | 205 Court Street
West Point, MS 39773
662-494-3124 (courthouse office)
662-494-5152 (911 office)
662-295-0909 (cell)
662-492-4059 (fax)
thodge@claycounty ms gov

NO		

IN THE MATTER AUTHORIZING THE CORRECTING OF A SPECIAL HOMESTEAD

There came on this day for consideration the matter of authorizing the correcting of a Special Homestead

After motion by Shelton Deanes and second by R B Davis this Board doth vote unanimously to authorize the correcting of the Special Homestead as attached hereto as Exhibit A

SO ORDERED this the 22nd day of January, 2015

CLAY COUNTY TAX COLLECTOR PAIGE LAMKIN
Real Property Change Form

Parcel Id 061C304C 0150000 Change Number 201400001

Assessment Year 2014 Change Type CHANGE

Name and Address GILLILAND JOHN L ET UX VICKI L Date Effective 1/16/2015

14 49 04 1301 PINE ACRES Date Modified 1/16/2015

WEST POINT MS 39773 Operator ID PLAMKIN

Lot Block S-T-R 04-17-06E Acres 1 70 PINE ACRES SUB LOTS 11 & 12 BLK B

DB 226/58

	Previous	Current	Difference
Tax District	1110	1110	
Asd Cul Land	1570	1570	
Asd Unc Land			
Asd Imp Val	9420	9420	
Asd Tot Val	10990	10990	
Advalorem Tax	533 56	533 56	
Reg Hmstd Val	7500		7500-
Reg Hmstd Credit	150 00		150 00-
Spcl Hmstd Val		7500	7500
Spcl Hmstd Credit		364 13	364 13
Agrı Acres	1 70	1 70	
Market Acres			
Timber Acres			
Tımber Tax			
Imp Dist			

Total Tax

383 56

169 43

214 13-

REASON OVER 65 HOMESTEAD DID NOT GET CREDITED

I hereby certify that the above correction should be made by the

Collector

Assessor

I hereby certify that the above correction has been made

Collector

I hereby certify that the above correction will be incorporated in the final settlement

County Clerk

CLAY COUNTY VETERAN AFFAIRS OFFICE 218 W BROAD STREET WEST POINT MS 39773 662-494-1554 CHARLES TOLLIVER, VSO

TO CLAY COUNTY BOARD OF SUPERVISORS TO CLAY COUNTY SHERIFF

I AM REQUESTING THE OFFICE SPACE ON THE NORTHEAST CORNER @ 218 W BROAD STREET

I UNDERSTAND THAT THIS WAS THE ORIGINAL SPACE OCCUPIED BY MS ORR THE VETERANS OFFICER BEFORE ME

I WOULD LIKE TO PROVIDE BETTER ACCESS FOR OUR DISABLED VETERANS AND ADEQUATE ROOM FOR THEM TO MANIPULATE THEIR WHEELCHAIRS ETC IT WILL ALSO GIVE ME MORE ADEQUATE SPACE

THANK YOU IN ADVANCE CHARLES TOLLIVER, VSO

IN THE MATTER OF AUTHORIZING TO CORRECT THE POSTING OF A PAYMENT FOR AD VALOREM TAXES ON PARCEL NO 004 01 0070400

There came on this day for consideration the matter of authorizing to correct the posting of a payment for ad valorem taxes on parcel no 004 01 0070400

It appears to this Board the Bank of Okolona, as attached hereto as Exhibit A, is requesting this Board to correct the posting of a tax payment for ad valorem taxes inadvertently posted to parcel no 004 01 0070200 which payment should have been posted to parcel no 004 01 0070400 for the 2014 County Taxes

After motion by R B Davis and second by Luke Lummus this Board doth vote unanimously to authorize and approve to reapply the ad valorem tax payment as it should have been as outlined in the request made by the Bank Of Okolona as attached hereto as Exhibit A

SO ORDERDERED thus the 22nd day of January, 2015



January 21, 2015

Clay County Tax Assessor/Collector PO Box 795 West Point, MS 39773

Re Tax payment for parcel #004 01 0070200

To Whom It May Concern

There was an error at some point when we were getting the information for our escrow payments. It should have been applied to parcel #004 01 0070400 for Rawlin & Marcia Jantz. This property was purchased from Shelby Jantz at the end of 2013. Please do whatever is necessary to get this applied to the correct parcel number or issue a refund and let me know if you need anything else.

Copies attached

Thank you,

Susan Stegall

Loan Operations Assistant

Bank of Okolona

PO Box 306

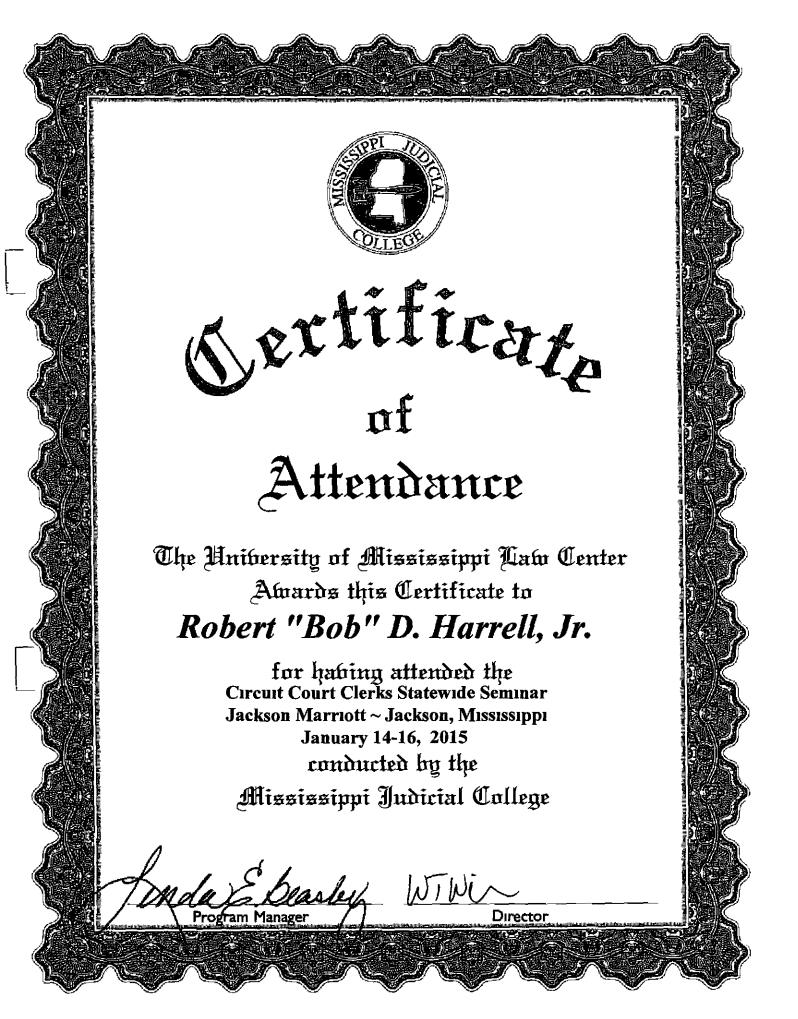
Okolona, MS 38860

IN THE MATTER OF AUTHORIZING TO SPREAD ON THE MINUTES THE CERTIFICATE OF TRAINING FOR ROBERT D HARRELL, JR, CIRCUIT CLERK

There came on this day for consideration the matter of authorizing to spread on the minutes the Certificate of Training for Robert D. Harrell, Jr, Circuit Clerk

After motion by Shelton Deanes and second by Luke Lummus this Board doth vote unanimously to authorize and approve to spread on the minutes the Certificate of Training for Circuit Clerk, Robert D. Harrell, Jr, as attached hereto as Exhibit A.

SO ORDERED this the 22nd day of January, 2015



NO	
----	--

IN THE MATTER OF PAYING THE CLAY COUNTY CONSTABLES ACCORDING TO S B 2860 BASED UPON THEIR GROSS FEE INCOME

There came on this day for consideration the matter of paying the Clay County, Mississippi constables according to S B 2860 based upon their gross fee income

It appears to this Board that the attached Exhibit "A" reflects the gross fee income of Constables Sherman Ivy and Lewis Stafford for the month of January 2015 as submitted by the Justice Court Clerk—It further appears that the attached Exhibit "A" represents the calculations and estimated contributions due to the Public Employees' Retirement System for each constable and the net fee income to be paid to each constable

After motion made by Floyd McKee and second Shelton Deanes this Board doth vote unanimously to have the Chancery Clerk transfer \$ 579.14 to the Payroll Clearing Account to be remitted to the Public Employees' Retirement System on behalf of the Clay County constables and to pay Sherman Ivy \$ 2.176.50 and Lewis Stafford \$ 1,909.36 as net fee income after the Public Employees' Retirement System deduction withheld for the month of January 2015

SO ORDERED, on this the 22nd day of January, 2015

Clay County, Ms Calculation of Estimated Contributions/Wages For Constables As of January 20, 2015

Calculation

	Lewis Stafford	Sherman Ivy	
Gross Fee Income *	\$2,180 00	\$2,485 00	(Input)
Minimum Withholding Rate	11%	11%	
Estimated Contributions	\$239 80	\$273 35	- =
Estimated Contributions	\$239 80	\$273 35	
Divided by PERS EE/ER	21 93%	21 93%	
Estimated Wages To Be Reported To PERS	\$1,093 48	\$1,246 47	•
Estimated Wages	\$1,093 48	\$1,246 47	
Multiplied by PERS EE Rate	9 00%	9 00%	
Estimated PERS EE Contributions	\$98 41	\$112.18	- =
Estimated Wages	\$1,093 48	\$1,246 47	
Mulitiplied by PERS ER Rate	<u>15 75%</u>	15 75%	_
Estimated PERS ER Contributions	\$172 22	\$196 32	=

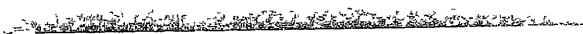
**Summary of Wages and Contributions to be reported to PERS For Constables **

Estimated Wages	\$1,093 48	\$1,246 47	
Estimated PERS EE Contributions	\$98 41	\$112 18	210 60
Estimated PERS ER Contributions	\$172 22	_ \$196 32	368 54
Total Estimated Contributions	\$270 64	\$308 50	

Funds to be Paid to Constables

Gross Fee Income	\$2,180 00	\$2,485 00
Less Total Estimated PERS EE/ER Contril	\$270 64	\$308 50_
Net Gross	\$1,909 36	\$2,176 50

Need an order to transfer to Payroll Clearing fund \$ 579 14 to remit with Retirment Contributions



^{*} Gross Fee Income is turned in to comptroller by the Justice Court Deputy

NO	
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IN THE MATTER OF AUTHORIZING AND APPROVING TO CONTRACT WITH BUTLER SNOW TO SUBMIT THE CONTINUING DISCLOSURE REPORT FOR YEAR 2015

There came on this day for consideration the matter of authorizing and approving to contract with Butler Snow to submit the Continuing Disclosure Report for year 2015

After motion by Luke Lummus and second by R B Davis this Board doth vote unanimously to authorize and approve to contract with Butler Snow to submit the Continuing Disclosure Report for year 2015 as attached hereto as Exhibit A

SO ORDERED this the 22nd day of January, 2015

Butler | Snow

January 9, 2015

VIA E-MAIL AT ABERRY@CLAYCOUNTY MS GOV

Amy Berry, Chancery Clerk Clay County, Mississippi P O Box 815 West Point, Mississippi 39773-0815

Re Clay County, Mississippi 2015 Continuing Disclosure Submission

Dear Amy

We served as Bond Counsel in connection with various bond issues of the County In the past, the County retained our firm to prepare and submit the County's Continuing Disclosure Information Statement in connection with the Bonds It is once again time to prepare the current year's annual disclosure

As you may recall, pursuant to each Continuing Disclosure Agreement executed in connection with the issuance of the Bonds, the County is required to provide on an annual basis certain financial information and operating data to the (i) (a) Municipal Securities Rulemaking Board (the "MSRB") through MSRB's Electronic Municipal Market Access system at www emma.msrb org ("LMMA"), in the electronic format then prescribed by the Securities and Exchange Commission (the "SEC") (the "Required Electronic Format") pursuant to Rule 15c2-12, as amended from time to time (the "Rule") of the SEC, together with any identifying information or other information then required to accompany the applicable filing (the "Accompanying Information"), and (b) in the future, any successor repository or repositories prescribed by the SEC for the purpose of serving as repository under the Rule (together (a) and (b) are the "National Repository"), and (ii) any public or private repository or entity designated by the State as a State repository for the purposes of the Rule (the "State Repository" and together with the National Repository, the "Repository"), together with any identifying information or other information then required to accompany the applicable filing (the "Accompanying Information") This continuing disclosure requirement is set forth in the Rule and requires such updated data be filed with EMMA no later than 180 days after the end of each fiscal year This year's filing is due on or before March 31, 2015. Failure to file timely and to comply with the Rule could result in an Enforcement Action by the SEC where the SEC may attempt to require performance and may allege penalties are owed Additionally, the County's failure to disclose timely may adversely impact bondholders of the Bonds and could adversely affect the sale of future bonds issued by the County

> Post Office Box 6010 Rsdgeland, MS 39158 6010

T 601 948 5711 F 601 985 4500 www butlersnow com Suste 1400 1020 Highland Colony Parkway Ridgeland, MS 39157

24101441 v2

Butler Snow LLP

If you would like for our firm to again prepare the Continuing Disclosure Information Statement, we will charge legal fees in an amount not to exceed \$2,500 00 (which includes expenses) to compile the necessary information, with the assistance of the County, and submit the same EMMA. Our fees hereunder will be based upon (1) our current understanding of the terms, the structure, size and schedule of the financings which may be represented hereunder, (11) the duties we will undertake pursuant to this engagement letter, (111) the time we anticipate devoting to the matters hereunder and, (1v) the responsibilities we will assume in connection therewith

devoting to the matters hereunder and, (therewith	iv) the responsibilities we will assume in connection
and return a signed copy of this letter to unot wish for us to handle this matter for you	this matter for you, please have this proposal approved is at your earliest convenience. Alternatively, if you do ou, please sign the portion of this letter indicating same, ons or wish to discuss this matter further, please do not
7	Very trulv yours,
	BUTLER SNOW LLP
ć	Elizabeth Lambert Clarke
_ I	Elizabeth Lambert Clark
ľ	Name Superior President of 1/22/15
We do not wish to retain Butle Information Statement for Clay County	er Snow LLP to prepare the Continuing Disclosure
í	vanie
ı	Title
r	Date

Robert B Marshall, Jr, Esquire (via e-mail at rbm@esmhe net)

cc

NQ	

IN THE MATTER OF INTERFUND LOANS

There came on this day for consideration the matter of Inter fund loans

It appears to this Board fund no 097, E911 Fund is in need of an Inter-fund loan in order for the said fund to not be overdrawn as of the January 31, 2015 and an Inter fund loan should be made to the said fund from fund no 001, General County Fund, in the amount of \$ 18,717 84

After motion by Floyd McKee and second by Luke Lummus this Board doth vote unanimously to authorize for the said Inter fund loan as referenced to above to be made

SO ORDERED this the 22nd day of January, 2015

IEFT BLANK INTENTIONALLY

CLAY COUNTY
CASH DISBURSEMENTS REPORT
FOR THE PERIOD JANUARY 01 2015 TO JANUARY 09 2015

BANK REN RENASANT BANK GENERAL COUNTY CHECK CHECK - INVOICE ACCOUNT NUMBER LINE # NUMBER AMOUNT THUOMA NUMBER DATE VENDOR NAME DESCRIPTION 001 167 476 SUBSISTENCE MEALS & 242 00 64793 1/07/2015 HILTON JACKSON & CONF CTR 01/2015 242 00 01 001 100 476 MEALS AND LODGING 830 00 01/2015A 64962 1/09/2015 DRURY INN & SUITES 830 00 01 001 262 476 MEALS & LODGING 109 00 64963 1/09/2015 HAMPTON INN & SUITES 01/2015 109 00 ** CHECK TOTAL FOR BANK RENASANT BANK GENERAL COUNTY 1181 00 1181 00 ** TOTAL DISBURSEMENTS **

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PAGE 1

APCDRPR

CLAY COUNTY
CASH DISBURSEMENTS REPORT
FOR THE PERIOD JANUARY 11 2015 TO JANUARY 31 2015

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PAGE 1 APCDRPR

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1,988- 50-1958[£]50

CLAY COUNTY
CASH, DISBURSEMENTS REPORT
FOR THE PERIOD JANUARY 11 2015 TO JANUARY 31 2015

BANK REN RENASANT BANK GENERAL COUNTY

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CLAY COUNTY CASH DISBURSEMENTS REPORT

FOR THE PERIOD JANUARY 11 2015 TO JANUARY 31 2015

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CLAY COUNTY CAGU DISHUGUEMANTS AND OUT FOR JUNE PRINCES TRANSPORTY II 2015 IN. JANUARY, SW. (2015

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rījē	,1/20/2015 C	COLONITAL LEFE	, 611/30 <i>1</i> /2	Õı	eés-deo-zász pás "to cógoju	thời ding? Se és	1
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Clay County MS Listing of Employees Receiving a Payroll Check

Dept	Last Name	First Name	Check Date
1	L DECKER	JAMES	1/15/2015
1	L EVANS	WILLIE	1/15/2015
1	GARDNER	STEPHEN	1/15/2 015
1	LIVY	WILLIAM	1/15 /2015
2	HARRIS	MITCHELL	1/15/2015
2	NOSNHOL	LARRY	1/15/2015
2	JONES	GRADY	1/15/2015
;	HIGHTOWER	WILLIE	1/15/2015
3	INMAN	ANTHONY	1/15/2 015
3	REENUM	WILEY	1/15/2015
3	3 WHITE	GEORGE	1/15/2015
4	1 FIELDS	NHOL	1/15/2015
ž.	1 IVY	ROBERT	1/15/2015
4	1 WALKER	EARNEST	1/15/2015
į	MCKEE	ROGER	1/15/2015
ļ	5 STARKS	ROBERT	1/15/201 5
!	THOMPSON	WILLIAM	5/2015 ا/ ۱
1	5 VALENTINE	TOMMIE	1/15/2015
•	7 ALLEN	GINGER	1/15/2015
•	7 BANKS	DANNY	1/15/2015
•	7 BOYD	LAFRANCE	1/15/2015
•	7 CUDE	LESLIE	1/15/2015
•	7 HAMPTON	SIDNEY	1/15/2015
	7 HAWKINS	FRANK	1/15/2015
	7 HODGE	TREVA	1/15/2015
•	7 IEFFERSON	DENNIS .	/15/2015
•	7 MCNAMEE	DANNY	1/15/2015
•	7 MYERS	DEBORAH	1/+5/2015
	7 WALKER	WILLIE	/ 4/2015
•	7 WARE	TERESA	/14/2015
	8 JOHNSON	HOPE	/ ¹ 5/2 015
	8 MINOR	GLOPIA	/15/2015
	8 SPRAGGINS	BARBARA	1/15/2015
	9 FROST	KAY	/ 5/2015
	9 I A ^N G	JAMES	/15/2015
	O LEE	PORSHA	/ 5/2015
	9 PITTS	ALICE	/15/2015
	2 BRAGG	HARRIETT	/ - /2015
	2 HOLCOMBE	CHRISTY	/ =/2015
	2 PERRY	LISA	1/15/2015
	6 BOWENS	WILLIAM	/ 5/2015
	F DEANS	JOHNN A	/15/2015
1	€ DOSS	BILLY	/15/2015

1ь STOVALL	JOHN	1/15/2015
21 ALSOBROOKS	JOSEPH	1/15/2015
21 BENNETT	KATHERINE	1/15/2015
21 BROOKS	DANA	1/15/2015
21 COLE	HEATHER	1/15/2015
21 JENNINGS	DUSTON	1/15/2015
21 LEE	BETH	1/15/2015
21 MiTCHELL	DAMIEN	1/15/2015
21 NEELY	LYRIAN	1/15/2015
21 PARKER	TERESA	1/15/2015
21 WALKER	COURTNEY	1/15/2015
22 LOOK	AVERY	1/15/2015
22 DUBOIS	JEREMY	1/15/2015
22 HAGGARD	RICHARD	1/15/2015
22 LASTER	BILLY	1/15/2015
2 2 LEE	SHAWN	1/15/2015
22 LEE	STANLEY	1/15/2015
22 PONDS	CHRISTOPHER	1/15/2015
22 QUINN	EVERETT	1/15/2015
22 ROBERTS	JORDAN	1/15/2015
22 SCOTT	TERRY	1/15/2015
22 SMITH	CASSONDRA	1/15/2015
22 STRONG	DEVIN	1/15/2015
22 WILLIAMS	RAMIREZ	1/15/2015
23 AVANT	ANNIE	1/15/2015
23 BUSBIN	SKEETER	1/15/2015
23 CHANDLER	HENRY	1/15/2015
23 COOPERWOOD	LARRY	1/15/2015
23 CUMMINGS	JOHN	1/15/2015
23 FAIR	ROBERT	1/15/2015
23 GIBSON	JANET	1/15/2015
23 GOFF	PATTY	1/15/2015
23 HUFFMAN	JACOB	1/15/2015
23 MYLES	CYNTHIA	1/15/2015
23 MYLES	GAIL	1/15/2015
23 PERKINS	ROBERT	1/15/2015
23 RANDLE	FRANK	1/15/2015
23 SYKES-COBB	DEMETRIA	1/15/2015
23 TOWNSEND	TIMOTHY	1/15/2015
23 WALKER	QUEENIE	1/15/2015
23 WEAVER	MICHAEL	1/15/2015
27 FREE	BARBARA	1/15/2015
27 GARDNER	DOMINIQUE	1/15/2015
27 HENDRIX	MITZI	1/15/2015
27 INGRAM	DEBORAH	1/15/2015
27 JOHNSTONE	JOHN	1/15/2015
27 MORRIS	CHRISTIE	1/15/2015

27 SANDERS	ELOISE	1/15/2015
27 WEAVER	CHELSEI	1/15/2015
27 WILLIAMSON	FRANK	1/15/2015
28 INGRAM	HERBERT	1/15/2015
1 DECKER	JAMES	1/31/2015
_		•
1 EVANS	WILLIE	1/31/2015
1 GARDNER	STEPHEN	1/31/2015
1 HORTON	LYNN	1/31/2015
1 IVY	WILLIAM	1/31/2015
2 HARRIS	MITCHELL	1/31/2015
2 JOHNSON	LARRY	1/31/2015
2 JONES	GRADY	1/31/2015
2 LUMMUS	OSCAR	· ·
	_	1/31/2015
3 DAVIS	R	1/31/2015
3 HIGHTOWER	WILLIE	1/31/2015
3 INMAN	ANTHONY	1/31/2015
3 KEENUM	WILEY	1/31/2015
3 WHITE	GEORGE	1/31/2015
4 DEANES	SHELTON	1/31/2015
4 FIELDS		- · ·
	JOHN	1/31/2015
4 IVY	ROBERT	1/31/2015
4 WALKER	EARNEST	1/31/2015
5 MCKEE	FLOYD	1/31/2015
5 MCKEE	ROGER	1/31/2015
5 STARKS	ROBERT	1/31/2015
5 THOMPSON	WILLIAM	1/31/2015
5 VALENTINE	TOMMIE	1/31/2015
7 ALLEN		·
	GINGER	1/31/2015
7 BANKS	DANNY	1/31/2015
7 BERRY	AMY	1/31/2015
7 BOYD	LAFRANCE	1/31/2015
7 CARTER	ALVIN	1/31/2015
7 CLIETT	MARK	1/31/2015
7 COX	REBECCA	1,31/2015
7 CUDE	LESLIE	1/31/2015
		1/31/2015
7 FASTERLING	MICHELLE	• •
7 GREEN	ИНОГ	1/31/2015
7 HAMPTON	SIDNEY	1/31/2015
7 HARRIS	AVA	1/31/2015
7 HAWKINS	FRANK	1/31/2015
7 HODGE	TREVA	1/31/2015
7 JEFFERSON	DENNIS	1,31/2015
7 MARSHALL	ROBERT	1/31/2015
7 MCNAMEE	DANNY	1/31/2015
7 MYERS	DEBORAH	1/31/2015
7 ROSS	HARRY	1/31/2015
7 STOPEY	THOMAS	1/31/2015

4 4 5 VED	1470 LIE	1/21/2015
/ WALKER	WILLIE TERESA	1/31/2015 1/31/2015
7 WARE	KRISTEN	1/31/2015
7 HELIAMS 7 YORK	WESLEY	1/31/2015
7 FORK 3 h k⊰RELL	ROBERT	1/31/2015
3 H VARELL	HOPE	1/31/2015
3 V NOR	GLORIA	1/31/2015
3 YINON 3 YL∃NKETT	SUSAN	1/31/2015
3 SEPAGGINS	BARBARA	1/31/2015
9 FROST	KAY	1/31/2015
3 LAMAIN	PAMELA	1/31/2015
3 _1110	JAMES	1/31/2015
9 116	PORSHA	1/31/2015
9 Phrs	ALICE	1/31/2015
10 BG7K/N	SANDRA	1/31/2015
1) SV/JFT	WILLIE	1/31/2015
11 BRYAN	THOMAS	1/31/2015
11 HC WELL	WENDY	1/31/2015
(1 V)	LINDA	1/31/2015
LL WALKER	SAWANA	1/31/2015
TE WASHINGTON	JOYCE	1/31/2015
LZ BKAGG	HARRIETT	1/31/2015
12 HAMPTON	THOMAS	1/31/2015
12 HOLCOMBE	CHRISTY	1/31/2015
12 IVY	SHERMAN	1/31/2015
12 PERRY	LISA	1/31/2015
12 STAFFORD	CHARLES	1/31/2015
12 (AGGART	JOSEPH	1/31/2015
ıZ IGL∐√ER	CHARLES	1/31/2015
15 GARBUTT	DEBORAH	1/31/2015
TO INCCLENTON	BRANDON	1/31/2015
∡5 RA₁	NATALIE	1/31/2015
16 BOWENS	WILLIAM	1/31/2015
TO DEAMS	JOHNNY	1/31/2015
16 DEANS	УИИНОГ	1/31/2015
16 DOSS	BILLY	1/31/2015
16 STOVALL	JOHN	1/31/2015
21 ALSOBROOKS	JOSEPH	1/31/2015
21 BENNETT	KATHERINE	1/31/2015
21 BROOKS	DANA	1/31/2015
21 COLE	HEATHER	1/31/2015
21 CUMMINGS	JAMES	1/31/2015
21 JENNINGS	DUSTON	1/31/2015
21 LEE 21 MiTCHELL	BETH	1/31/2015
/ 1 1VII / 1 H F 1	DARAITAI	
	DAMIEN	1/31/2015
21 NEELY 21 PARKER	DAMIEN LYRIAN TERESA	1/31/2015 1/31/2015 1/31/2015

21 WALKER	COURTNEY	1/31/2015
22 COOK	AVERY	1/31/2015
22 DUBOIS	JEREMY	1/31/2015
22 HAGGARD	RICHARD	1/31/2015
22 LASTER	BILLY	1/31/2015
22 LEE	SHAWN	1/31/2015
22 LEE	STANLEY	1/31/2015
22 PETTIT	BRADLEY	1/31/2015
22 PONDS	CHRISTOPHER	1/31/2015
22 QUINN	EVERETT	1/3 /2015
22 POBERTS		1/31/2015
	JORDAN	
22 SCOTT	HARVEY	1/31/2015
22 SCOTT	TERRY	1/31/2015
22 SMITH	CASSONDRA	1/31/2015
22 STRONG	DEVIN	1/31/2015
22 WILLIAMS	RAMIREZ	1/31/2015
22 WILLIAMS	RAMIREZ	1/31/2015
23 AVANT	ANNIE	1/31/2015
23 BUSBIN	SKEETER	1/31/2015
23 BUSBIN	SKFETER	1/31/2015
23 CHANDLER	HENRY	1/32/2015
23 COOPERWOOD	LARRY	1/71/2015
23 CUMMINGS	JOHN	1/21/2015
23 FAIR	ROBERT	1/31/2015
23 GIBSON	JANET	1/21/2015
23 COFF	PATTY	/31/2015
23 HUFFMAN	JACOB	1/31/2015
23 MYLES	CYNTHIA	1/31/2015
23 MYLES	GAIL	1/01/2015
23 PERKINS	ROBERT	1/51/2015
23 PANDIE	FRANK	1/31/2015
23 SYKES-COBB	DEMETRIA	1/31/2015
23 TOWNSEND	TIMOTHY	1/31/2015
23 WALKER		1/31/2015
	QUFENIE	•
23 WEAVER	MICHAEL	1/51/2015 1/51/2015
27 EDWARDS	APRIL	• •
27 FREE	BARBARA	1/31 /2015
27 GARDNER	DOMINIQUE	1/7+/2015
27 GLAUNEY	KIWANA	/01/2015
27 GLADNEY	KIWANA	1/01/_015
27 HFNDRIX	MITZI	1/31/2015
27 INGRAM	DEBORAH	1/51/2015
27 IRIONS	DANIEL	1/51/2015
27 JOHNSTONE	JOHN	1/31/2015
27 JOHNSTONE	10 ₁₁ Vi	1/31/2015
27 MORRIS	CHRISTIE	1/21/2015
27 SANDERS	ELO(SF	1 -1/2015

27 WEAVER	CHELSEI	1/31/2015
27 WILLIAMSON	FRANK	1/31/2015
23 NGRAM	HERBERT	1/31/2015

IN THE MATTER OF AUTHORIZING TO MOVE THE VETERAN'S SERVICE OFFICE BACK TO THE FORMER OFFICE LOCATION

There came on this day for consideration the matter of authorizing to move the Veteran's Service Office back to the former office location

After motion by Shelton Deanes and second by Luke Lummus this Board doth vote unanimously to authorize and approve to move the Clay County Veteran's Service office back to the former location when Mrs Anna Bell Orr was the Service Officer as outlined in his request as attached hereto as Exhibit A

SO ORDERED this the 22^{nd} day of January, 2015

President

After motion by Luke Lummus and second by Floyd McKee this Board doth vote unanimously to authorize to adjourn until Monday, February 2, 2015 at 9 00 a m

SO ORDERED this the 22nd day of January, 2015

CLAY COUNTY VETERAN AFFAIRS OFFICE 218 W BROAD STREET WEST POINT MS 39773 662-494-1554 CHARLES TOLLIVER, VSO

TO CLAY COUNTY BOARD OF SUPERVISORS TO CLAY COUNTY SHERIFF

I AM REQUESTING THE OFFICE SPACE ON THE NORTHEAST CORNER @ 218 W BROAD STREET

I UNDERSTAND THAT THIS WAS THE ORIGINAL SPACE OCCUPIED BY MS ORR THE VETERANS OFFICER BEFORE ME

I WOULD LIKE TO PROVIDE BETTER ACCESS FOR OUR DISABLED VETERANS AND ADEQUATE ROOM FOR THEM TO MANIPULATE THEIR WHEELCHAIRS ETC IT WILL ALSO GIVE ME MORE ADEQUATE SPACE

THANK YOU IN ADVANCE CHARLES TOLLIVER, VSO