

BE IT REMEMBERED that the Board of Supervisors of Clay County, Mississippi, met at the Clay Courthouse in West Point, MS, on the 5th day of October, 2017, at 9 00 a m , and present were Lynn Horton, Luke Lummus, R B David, Shelton Deanes, President, and Joe Chandler Also present were Amy G Berry, Chancery Clerk and Clerk to the Board, Angela Turner-Ford, Attorney for the Board of Supervisors, 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 OCTOBER 5, 2017**


There came on this day for consideration the matter of adopting the agenda for the Board of Supervisors meeting held on October 5, 2017

It appears to this Board there are other matters that need to be added to the agenda for further discussion and consideration by this Board, to wit,

- Joe Chandler regarding an announcement
- Luke Lummus regarding a change on the Community Center Name

After motion by R B Davis and second by Joe Chandler this Board doth vote unanimously to adopt the agenda as attached hereto as Exhibit A as presented and adopt the agenda as amended

SO ORDERED this the 5th day of October, 2017


President

**Clay County Board of Supervisors
Agenda for Board Meeting Held
Thursday, October 5, 2017 at 9 00 a m**

- Call to Order
- Welcome and Prayer
- Adopt and Amend the Agenda
- Steven Turner
 - C-Spire regarding renewal of contract
 - Cell Tower
- Paige Lamkin
 - 2017 Mapping Audit
- R B Davis
 - Authority to pay tickets to Bacco prior to the Board approving the change of vendor
- Authorize and Approve the MS State Aid Certification for Sub-Awards
- Authorize and Approve the Engagement letter with Environmental Evaluation & Control Luke Lummus
 - Authorize and approve payment to Warren Paving for Sanitation
- Authority to travel to the Annual Tri-State Veteran's Service Officers Conference October 12, 2017 to Memphis, Tennessee
- Authorize and approve Nikki Cude, Vicki Ray, and LaFrance Boyd to travel and attend Deputy Clerk training provided by the Center of Governmental Tech on October 20, 2017, in Starkville, MS
- Request to go into Executive Session as allowed under Section 25-41-7(g) of the Mississippi Code
- Recess until Tuesday, October 10, 2017 at 9 00 a m at the City Hall Meeting Room upstairs to have a joint Board meeting between the City and County Boards with the LINK

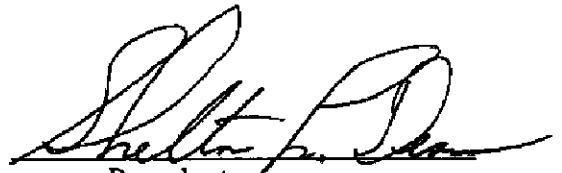
Amendments

**IN THE MATTER OF AUTHORIZING AND APPROVING OF THE RENEWAL OF
THE C-SPIRE GOVERNMENTAL CONTRACT**

There came on this day for consideration the matter of authorizing and approving the renewal of the C-Spire Governmental Contract

After motion by Luke Lummus and second by Lynn Horton this Board doth vote unanimously to authorize and approve to renew the C-Spire Governmental Contract documents

SO ORDERED this the 5th day of October, 2017



President

Amy Berry

From Steven Turner <sturner@cspire.com>
Sent Friday, August 25, 2017, 10:47 PM
To Amy Berry (aberry@claycounty.ms.gov)
Subject FW: C Spire - Important Information for Local Governing Authorities
Attachments Local Governing Authority Service Agreement 8.21.17.pdf, Exhibit A_Service Plans_C Spire_08.10.17.pdf, Exhibit A_Equipment Pricing_C Spire.pdf

Importance High

Hi,

Good afternoon! First of all, C Spire would like to thank you for your business through the years. Several attempts have been made to collect a signed local governing authority service agreement for your entity. This document describes the terms and conditions for our government rate plans and is needed for C Spire's internal purposes.

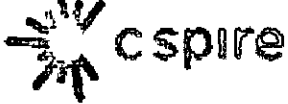
We ask that you review, sign and return the attached service agreement to msgov@cspire.com by Tuesday, October 31, 2017. Failure to notify us of your intent may result in your account(s) being placed onto business rate plans. Please note the business rates as well as those specific terms and conditions differ from government. By signing the agreement, this ensures you will continue to receive the most discounted government rates available and other offers for your government entity.

We appreciate your business and thank you in advance for your time.

Sincerely,

Steven Turner | Government and Education Account Executive | C Spire
1018 Highland Colony Parkway | Suite 520 | Ridgeland, MS 39157
601.938.9459 wireless
cspire.com

5 CSPIRE2 (277.4732) Assist for Business
msgov@cspire.com



C SPIRE®
LOCAL GOVERNING AUTHORITY SERVICE AGREEMENT
IMPORTANT READ THIS DOCUMENT AND THE TERMS AND CONDITIONS
ATTACHED HERETO ENTIRELY BEFORE SIGNING

Eligibility requirements, other restrictions, terms and conditions for C Spire rate plans as set out therein apply and Customer hereby acknowledges that rate plans are subject, from time to time, to change without prior notice. Further, Customer by signing below does also certify that the service plans on the attached proposal have been reviewed by Customer and that Customer understands the service plans, including but not limited to the activation fee, monthly access charges usage charges, suitable credit line, and cancellation fees (if applicable). Said rate plan is herein incorporated by reference and Customer agrees to the Terms and Conditions therein set out by signing below. Said provisions, among other things, contain limitations on the liability of C Spire in certain conditions.

(Please type or print)

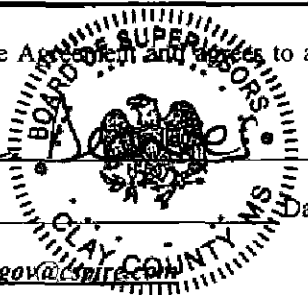
Customer Name Clay County, MS Tax ID # 64-6000252
 Billing Address PO Box 815
 City/State/Zip West Point, MS 39073
 Physical Address 365 Court Street
 City/State/Zip West Point, MS 39073
 Account Number(s)

The following persons are authorized to sign on behalf of Customer to activate/disconnect service or otherwise make any changes to Customer's account and C Spire may make changes to Customer's account based on the instructions of any of the following individuals

Name/Title	Contact #	Email Address
1) <u>Army Berry</u>	<u>(662) 994-3124</u>	<u>aberry@clayco.ms.gov</u>
2) <u>Nikki Cude</u>	<u>(662) 494-3113</u>	<u>ncude@clayco.ms.gov</u>
3) <u>Eddie Scott</u>	<u>(662) 295-5441</u>	
4) <u>Stanley Lee</u>	<u>(662) 295-5450</u>	
5) <u>Dennis [unclear]</u>		

NOTE: By signing below Customer acknowledges having read this entire Agreement and agrees to all of the terms thereof including but not limited to the Terms and Conditions attached hereto.

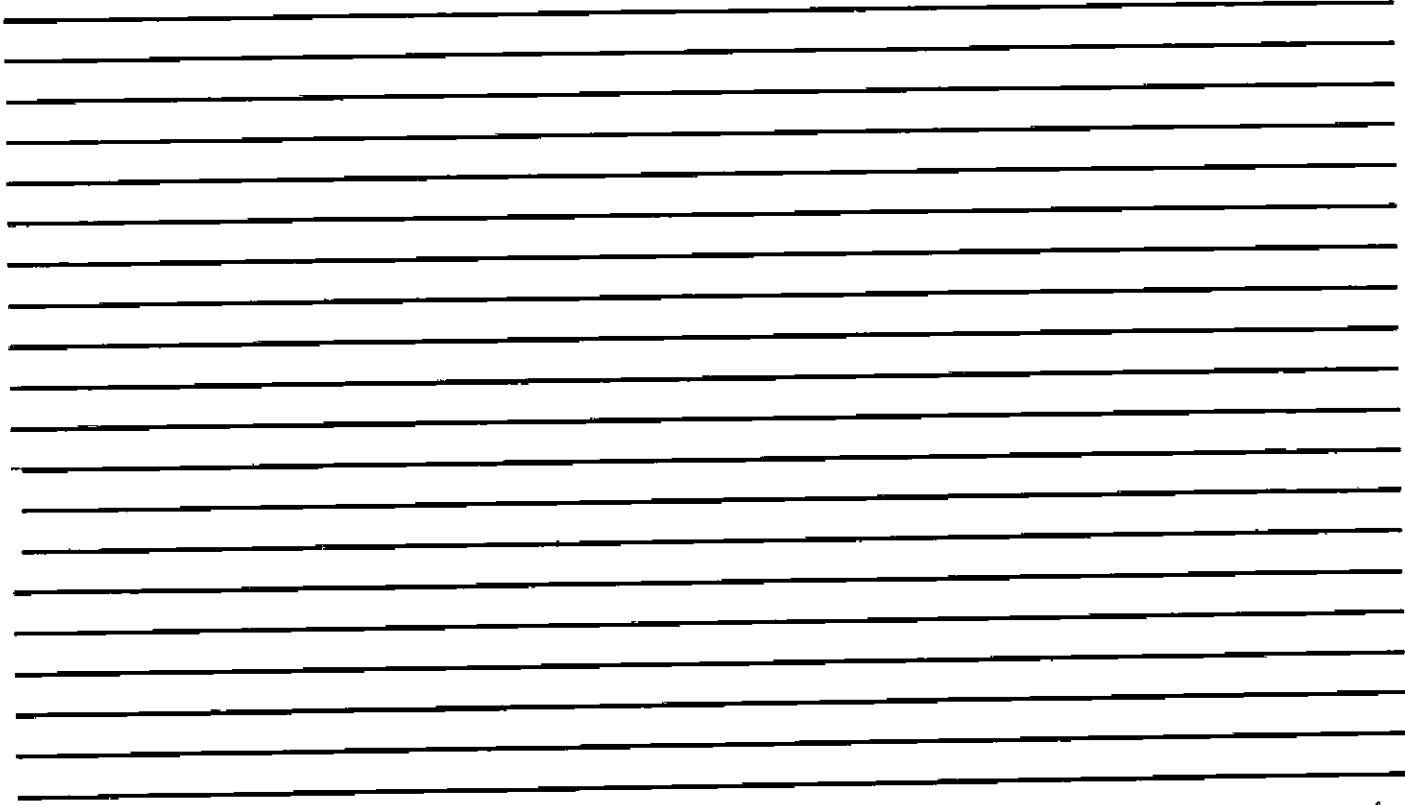
Printed Name/Title of Authorized Signer Shelton [unclear]
 Signature of Authorized Signer _____ Date 10/5/2017



*Please return signed Agreement to msgov@cspire.com

Additional Comments/Information from C Spire _____

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LOCAL GOVERNING AUTHORITY SERVICE AGREEMENT ("Agreement")

The Agreement is entered into on the date executed by Customer as set forth on the first page of this Agreement (the "Effective Date"), and it is by and between Cellular South, Inc., a Mississippi corporation doing business as C Spire ("C Spire"), and the Customer set forth on the first page of this Agreement ("Customer"). C Spire and Customer are sometimes referred to collectively herein as the "Parties" and individually as a "Party."

NOW, THEREFORE, premises considered and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties do hereby agree as follows

- 1 Services Customer agrees to purchase wireless telecommunications equipment and services on the terms and conditions set forth herein and in the attached Exhibit A
- 2 Term The initial term of this Agreement shall be from the Effective Date and shall end two (2) years later (the "Initial Term"). At the end of the Initial Term this Agreement shall renew on a month to month basis (each a "Renewal Term") until either Party provides the other Party with written notice of its intent to terminate this Agreement at least thirty (30) days prior to the end of the Initial Term or any Renewal Term. The Initial Term and any Renewal Term(s) are sometimes collectively referred to herein as the "Term."
- 3 Liquidated Damages Termination Charges If Customer purchases Equipment at less than the full retail price during the Term, then Customer's failure to purchase Services for the twenty-four (24) month promotional period from the date of activation may result in Liquidated Damages Termination Charges as set forth in the Service Agreement set forth as Exhibit B hereto. Notwithstanding what is set forth in Exhibit B, C Spire agrees that no Liquidated Damages Termination Charges will apply if Customer terminates the Agreement due to lack of funding and Customer returns its Equipment to C Spire. For example, if all Equipment is returned in reasonable condition then no Liquidated Damages Termination Charges will apply. If only a portion of the Equipment is returned or a portion is returned in unreasonable condition, then only an equivalent proportion of the Liquidated Damages Termination Charges shall apply.
- 4 Notices Any notice required by this Agreement shall be in writing and shall be given by (a) hand delivery, (b) certified or registered United States mail, return receipt requested and postage prepaid, or (c) via overnight courier service. Customer's address for notices is set forth on the first page of this Agreement. C Spire's address for notices is C Spire, 1018 Highland Colony Parkway, Ridgeland, MS 39157, Attn: Sr VP, Enterprise Markets. Notices are effective upon receipt. Either Party may change its address for notice by giving the other Party notice thereof in compliance with this Section.
- 5 Exhibits Eligibility requirements, other restrictions, terms and conditions for C Spire rate plans as set out therein apply, and Customer hereby acknowledges that rate plans are subject, from time to time, to change without prior notice. Notwithstanding the foregoing, C Spire acknowledges that it shall provide Customer with the pricing set forth in Exhibit A for the Term. Further, Customer, by signing below, does also certify that the Service plans, Wireless Devices, and pricing attached hereto as Exhibit A has been reviewed by Customer and that Customer understands the Service plans, Wireless Devices, and pricing. Said Service plan(s) is herein incorporated by reference.

The Service Agreement attached hereto as Exhibit B is incorporated herein by reference, and Customer agrees to the terms of the Service Agreement by signing below. Said provisions, among other things, contain limitations on the liability of C Spire in certain conditions.

Should any terms contained within this Agreement or any exhibit attached thereto or made a part of the Agreement conflict with the terms set forth herein, then the terms herein shall control. No modification of this Agreement may be made absent notice of such modification to Customer and the parties executing an addendum to this Agreement.

- 6 No Assignment No Party to this Agreement shall assign or transfer this Agreement or any rights or obligations hereunder without the prior written consent of the other Party, provided, however, that C Spire may, without the prior consent of Customer, assign or transfer this Agreement as part of a corporate reorganization, consolidation, merger, or sale of all or substantially all of its assets or voting stock to another entity provided said entity assumes all of C Spire's obligations hereunder.
- 7 Entire Agreement This Agreement and the Exhibits attached hereto constitute the entire agreement between the Parties and supersede any prior agreements or understandings between the Parties whether written or oral.

Service Plans and Equipment

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EXHIBIT B
SERVICE AGREEMENT (Agreement)

(MAY ALSO BE REFERRED TO AS TERMS AND CONDITIONS IN C SPIRE DOCUMENTS)

DEFINITIONS Agreement means this Service Agreement these Terms and Conditions and all provisions maintained at www.cspire.com that set forth the manner in which we provide Wireless Devices and Service to Customers, such as rate plans access charges, fees taxes and surcharges, and the Wireless Device(s) Customers have selected "Customer means such individual customer or entity who agrees to the terms of this Agreement (Customer may also be referred to herein as 'you' or 'your') 'Service' shall mean any and all types of services purchased from or furnished by or through C Spire or its affiliates including, but not limited to voice, data, video, broadband services and transmission services, whether provided via wireless, VoIP time division multiplexing, broadband connection, or other transmission medium Wireless Device shall mean the cellular/wireless telephone, smartphone, personal digital assistant, laptop computer, tablet, and/or other device or equipment, including, but not limited to accessories, that Customer has purchased or which have been furnished to Customer through lease by C Spire, a third party, or otherwise

CUSTOMER ACKNOWLEDGES AND AGREES THAT THEIR WIRELESS DEVICE MAY INCLUDE ONE OR MORE FEATURES WHICH PREVENT CUSTOMER'S USE OF THE WIRELESS DEVICE AS A HOME CUSTOMER OF ANY OTHER CARRIER AND THAT C SPIRE HAS NO OBLIGATION TO DEACTIVATE THIS FEATURE OR TO MAKE ANY CHANGE TO THE WIRELESS DEVICE TO ALLOW CUSTOMER TO USE IT AS A HOME CUSTOMER OF ANOTHER CARRIER IN THE EVENT CUSTOMER DEACTIVATES SERVICE WITH C SPIRE CUSTOMER HEREBY RELEASES C SPIRE AND AGREES TO INDEMNIFY AND HOLD C SPIRE AND C SPIRE'S SUPPLIERS HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, COSTS, AND EXPENSES, INCLUDING ATTORNEYS' FEES, ARISING OR RESULTING FROM THE PRESENCE, USE, OR ACTIVATION OF SUCH FEATURES ON CUSTOMER'S WIRELESS DEVICE

GENERAL Customer understands and agrees that Service is rendered to Customer and any user of Customer's Wireless Device under this Agreement and under the terms and conditions and in accordance with C Spire's or its affiliate's applicable state and federal tariffs relating to Services provided under this Agreement ("Tariff") current at the time Service is provided, and the terms of this Agreement are controlled by and subject to said Tariff and lawful changes in said Tariff A copy of the Tariff is available for review upon written request and is incorporated herein by reference This Agreement shall become effective on the date that C Spire accepts this Agreement and shall continue in effect until terminated as herein provided C Spire may accept this Agreement by providing Service to Customer

Customer agrees and acknowledges that C Spire may refuse to accept this Agreement if C Spire believes that Customer may be unable to perform in whole or in part, the obligations hereunder Customer waives notice of acceptance Except as otherwise expressly provided herein, this Agreement shall automatically renew from month to month absent notice to the contrary delivered by one party to the other party In any event, Customer remains responsible for all outstanding charges for the period that Service was rendered

Amendments to this Agreement must be in writing and signed by both parties, except that amendments may be tendered with thirty (30) days' notice to Customer (included with a bill or otherwise) and use by Customer of Service after such notice period shall be construed as and be acceptance of such amendment C Spire may cancel a Service plan upon thirty (30) days' notice at any time

CUSTOMER PROPRIETARY NETWORK INFORMATION ("CPNI") Services purchased by Customer under this Agreement may be provided by C Spire or any of C Spire's affiliates If Customer is purchasing multiple categories of Services under this Agreement or another agreement, i.e. wireless Service and VoIP Service, then Customer's CPNI (as defined in 47 U.S.C. § 222(h)(1)) will be shared between C Spire and its affiliates as necessary to provide all the categories of Services ordered by Customer as permitted by 47 C.F.R. § 64.2005(a)(1)

SERVICE CHARGES Upon activation of postpaid Service with C Spire, Customer's first bill for Service will reflect a pro-rated Service fee for the current month plus the monthly Service fee for the following calendar month Thereafter Customer is billed each month for the next month's Service fee in advance The prepaid monthly Service fee is not refundable The pro-rated Service fee for the month in which Service was activated is calculated as follows: the monthly Service fee for the Customer's plan multiplied by a fraction the numerator of which is the number of calendar days from the date of Service activation until the end of the calendar month, and the denominator of which is the number of days in the particular month Service was activated

Unless terminated by C Spire for Customer's default or another reason specified in this Agreement C Spire will continue to provide Service to Customer through the end of the calendar month for which Customer has paid its monthly Service fee Subject to Customer's obligation to pay any applicable Liquidated Damage Termination Charges Customer may terminate

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Service at any time. C Spire shall have no obligation to return any unused portion of the prepaid monies to Customer if Customer elects to terminate Service prior to the end of period for which Service has been paid for by Customer.

APPLICABLE LAW Customer agrees that this Agreement shall be governed by the laws of the State of Mississippi, without reference to its conflict of laws provisions. To the extent permitted by law, the terms of this Agreement may vary according to applicable law. If any provision of applicable law may not be varied by agreement, any term of this Agreement that does not comply with that law shall not be effective. If any provision of this Agreement cannot be lawfully enforced, such provision shall be deemed severed from this Agreement and shall not affect the enforceability of the remainder of the Agreement.

DEFAULT Customer shall be in default of this Agreement if any one or more of the following occurs: (a) Customer fails to make payments on time or in the amount due, (b) Customer dies, is declared incompetent or becomes insolvent (either because Customer's liabilities exceed Customer's assets or because Customer is unable to pay Customer's debts as they become due), (c) Customer fails to keep any promise contained in this Agreement, credit application, or any other agreement with C Spire, (d) Customer makes any statement or provides any information that is untrue or inaccurate at the time it was made or provided, (e) Customer fails to provide any additional deposit C Spire may require, (f) any legal entity (such as a partnership or corporation) that has agreed to pay for the Service rendered merges, dissolves, reorganizes, terminates its business or existence, or a partner or majority stockholder dies or is declared incompetent, (g) any fact appears or event occurs that causes C Spire to consider itself insecure or the prospect of payment, performance, or realization or performance of this Agreement is impaired or (h) Customer exceeds Customer's credit limit.

REMEDIES If Customer is in default under this Agreement, C Spire has the following remedies: (a) C Spire may, without prior demand or notice, set-off any outstanding balances against any deposit or monies held by C Spire for Customer's account or any right Customer has to receive money from C Spire, and Customer agrees to indemnify and hold C Spire harmless from and against any and all claims arising out of or related to C Spire's exercise of its right to set-off, (b) C Spire may require an additional deposit or require that other parties be obligated to pay for the Service rendered under this Agreement (or both) as a condition of waiving, for any period of time, any other remedy C Spire may have, (c) C Spire may suspend Service under this Agreement until such time as Customer cures Customer's default as defined above, (d) C Spire may use any remedy given to C Spire under this Agreement, and (e) C Spire may use any remedy available to it under applicable law. C Spire does not waive its right to later use any other remedy that C Spire may have under state or federal law by choosing any one or more of these remedies. C Spire does not waive a default if it chooses not to use any remedy, and by electing not to use any remedy, C Spire does not waive its right to later consider the event a default and to immediately use any remedies if a default continues or occurs again.

PAYMENT BY CHECK. If Customer tenders a check or any equivalent thereof in payment of any obligation under this Agreement which is returned due to insufficient funds in the account for payment upon presentation, and C Spire is charged a fee or service charge as a result of such return, Customer agrees that C Spire is authorized to add the actual amount of the fee or service charge (up to the maximum amount allowed by law) to the amount due under this Agreement. In event of a returned check or equivalent thereof, Customer also agrees to pay a \$30.00 returned check charge. Customer agrees that C Spire is not responsible for any unauthorized payments on Customer's account with C Spire, whether by check or otherwise.

CREDIT INFORMATION Customer agrees to provide to C Spire, upon request, any credit information C Spire may deem necessary. Customer warrants that all credit information Customer provides to C Spire is accurate, correct, and complete, and becomes a part of this Agreement. Customer authorizes C Spire to conduct an investigation into Customer's creditworthiness, including obtaining credit histories and making inquiries of other businesses, banks, and lending institutions concerning Customer's creditworthiness from time to time as C Spire deems necessary or justified. Customer understands and agrees that from time to time C Spire may receive credit information concerning Customer from others and furnish credit and experience information regarding this Agreement to others seeking such information. Customer agrees that C Spire may terminate this Agreement in the event C Spire determines in its sole discretion that Customer's creditworthiness is not acceptable and that Customer cannot provide sufficient adequate assurance of payment to C Spire. Customer agrees that C Spire shall not be liable for any claim arising from the use of information provided to C Spire by others or for providing such information to others.

LIMITATION OF C SPIRE'S LIABILITY Customer understands that alternative and competing telecommunications carriers are available to Customer, interruptions or irregularities in the Service may occur, any potential harm from interruptions or irregularities in the Service is speculative in nature, C Spire cannot offer the Service at rates which reflect its value to each Customer, and C Spire assumes no responsibility other than that contained in this Agreement. Accordingly, Customer agrees that, except as limited by law, C Spire's sole liability for loss or damage arising out of mistakes, omissions, interruptions, delays, errors, or defects in the Service, or the transmission of Service provided by C Spire or any other carrier or provider of third party software or applications, or for losses or damages arising out of the failure of C Spire or any carrier or any provider of third party software or applications to maintain proper standards of maintenance and operation shall be as set out in the Tariff and this Agreement, and in the case of third party applications or software, such other terms and conditions as may be posted from time to time at www.cspire.com.

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Without limiting the scope of the Tariff it is noted that the Tariff provides, in part, and Customer agrees that the Service furnished by C Spire, in addition to the limitations set forth proceeding, is also subject to the following limitations (a) the liability of C Spire for damages and/or losses arising out of mistakes, omissions, interruptions, delays, errors, and defects in transmission, or failures or defects in facilities furnished by C Spire occurring in the course of furnishing Service and not caused by the negligence of the Customer, shall in no event exceed the proportionate charge to the Customer for the period of Service during which such mistakes, omissions, interruptions, delays, errors, or defects in transmission or failure or defect in facilities occurs or exists, and (b) no Customer shall have any right to, and C Spire shall not be liable for, consequential or incidental damages irrespective of whether C Spire has been notified of the possibility of such damages because of such mistakes omissions interruptions, delays, errors, failures, or defects in transmission

DISCLAIMER OF WARRANTIES AND LIMITATION OF REMEDIES Customer acknowledges and agrees that C Spire is not the manufacturer of the Wireless Device and C Spire, except as limited by law hereby disclaims all representations and warranties direct or indirect, express or implied, written or oral, in connection with the Wireless Device and Service (whether purchased or leased by Customer from C Spire or another party), including, but not limited to, any and all express and implied warranties of suitability, durability, merchantability, and fitness for a particular purpose C Spire, to the extent permitted by law, assigns to Customer any and all manufacturers' warranties relating to the Wireless Device(s) furnished to the Customer, and Customer acknowledges receipt of any and all such manufacturers' warranties Customer acknowledges and agrees that its sole and exclusive remedy in connection with any defects in the Wireless Device(s), including manufacture or design, shall be against the manufacturer of the Wireless Device(s) under the manufacturers' warranties and that C Spire shall have no liability to Customer in any event for any losses, damages, injuries, or expenses of any kind or nature related directly or indirectly to the Wireless Device(s) or Service provided hereunder Without limiting the above, C Spire shall have no liability or obligation to Customer, in either contract or tort, for special, incidental, or consequential damages of any kind incurred by Customer, such as, but not limited to, claims for damages for personal injury, wrongful death, loss of use, loss of anticipated profits, or other incidental or consequential damages or economic losses of any kind incurred by Customer directly or indirectly resulting from or related to any Wireless Device or Service, irrespective of whether C Spire has been notified of the possibility of such damages, whether or not caused by C Spire's negligence, to the full extent same may be disclaimed by law Some states do not allow the exclusion or limitation of incidental or consequential damages so the above exclusion may not apply C Spire may also have other legal rights which vary from state to state

RELEASE Customer agrees to and hereby does release C Spire, its affiliates, and each of their shareholders, members, officers, directors, agents, and employees ("C Spire's Releasees"), to the full extent permitted by law from and against any and all claims, damages, liabilities and expenses including legal and attorneys' fees, of any nature arising directly or indirectly out of this Agreement, including, without limitation, claims for personal injury or wrongful death to Customer or users of the Wireless Device or Service or used in conjunction with such Wireless Device or Service and arising out of the manufacture, purchase, operation, condition, maintenance, installation, return or use of the Wireless Device or Service, or arising by operation of law, including without limitation, claims based upon strict products liability doctrine, to the extent such claims are not based on the grossly negligent acts or omissions of C Spire its affiliates, or their agents or employees This release shall apply to the extent stated above even where C Spire is found to have been substantially at fault or to have actively engaged in conduct which substantially contributed to the injury suffered by Customer, and C Spire's assertion of this release as a whole or partial defense to any claim by Customer shall not be barred by fault or active negligence on the part of C Spire

INTELLECTUAL PROPERTY Customer agrees not to infringe, misappropriate, or injure the intellectual property rights of C Spire or any third party Except for a limited license to use the Service or Wireless Device, Customer's purchase of a Wireless Device or Service does not grant Customer any license to copy, modify, reverse engineer, download, redistribute, or resell the intellectual property of C Spire or any third party related to the Wireless Device or Service Customer agrees that a violation of this section harms C Spire, which cannot be fully redressed by money damages, and that C Spire shall be entitled to immediate injunctive relief in addition to all other remedies available

PRIVACY C Spire is not liable for any lack of privacy Customer experiences using the Service Customer hereby consents to the monitoring and/or recording of calls from Customer to C Spire and the use of automatic equipment to contact Customer regarding Customer's account Customer hereby consents to C Spire's disclosure of information about Customer's account to (a) any person claiming to be the Customer who is able to provide the following correct Customer information: Customer's name, address, social security number and the assigned number for Service, and such person may make changes to the account and (b) any person(s) or entity as required by any request made pursuant to a subpoena or court order appearing proper on its face

LOCATION BASED SERVICES C Spire generally knows the location of Customer's Wireless Device when it is outdoors and turned on By using various technologies to locate Customer's Wireless Device, C Spire may provide enhanced emergency 911 services where local government entities have installed the equipment necessary to provide such services and optional location-sensitive services provided by us or a third party Environmental factors (such as structures, buildings, weather, geography, landscape, and topography) can significantly impact the ability to access Customer's location information and use of location-sensitive services The terms and conditions of any location-sensitive service that Customer purchases from C Spire may provide more information about how location information is used and disclosed Use of some location-

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sensitive services may require network coverage. If any Wireless Device on Customer's account uses a location sensitive service, Customer (the account holder) authorizes the end user to download, access and use location sensitive services and agrees to clearly and regularly notify the end user of Customer's Wireless Device that his or her location may be tracked or discovered. C Spire may also use location information to create aggregate data from which Customer's personally identifiable information has been removed or obscured. Such aggregate data may be used for services like traffic-monitoring.

411 INFORMATION In some cases, C Spire's directory assistance service (411) will use the location of a Wireless Device to deliver relevant customized 411 information based upon Customer's request for a listing or other 411 service. By using this directory assistance service, Customer is consenting to C Spire's use of Customer's location information for such purpose. This location information may be disclosed to a third party to perform the directory assistance service and for no other purpose. Such location information will be retained only as long as is necessary to provide the relevant customized 411 information and will be discarded after such use.

911 OR OTHER EMERGENCY CALLS When making 911 or other emergency calls, Customer should always be prepared to provide location information. 911 operators may not know Customer's phone number or have information about Customer's location. In certain circumstances, an emergency call may be routed to a state patrol dispatcher or alternative location set by local emergency service providers. Enhanced 911 service, where enabled by local emergency authorities, uses GPS technology to provide location information. If Customer is porting a phone number to or from C Spire, C Spire may not be able to provide Customer with some Services, such as 911 location services, while the port is being implemented. If Customer's device is indoors or for some other reason cannot acquire satellite signal, Customer may not be located. Calling 911 through a Wi-Fi service is not the same as traditional 911 calling and may be limited due to certain circumstances including, but not limited to, relocation of equipment, internet congestion, loss of electrical power, connection failures, failure to register location, and other factors. C Spire is not responsible for failures to connect or complete 911 calls or if you fail to provide location information or you provide inaccurate location information.

PROMOTIONAL OFFER CONTRACT C Spire, in its sole discretion, may from time to time make Wireless Devices or Services available for purchase at a special price or free of charge, subject to Customer's agreement to the terms of a Promotional Offer Contract ("POC"). Customer acknowledges and agrees that if Customer has deactivated Service within the last thirty (30) days, Customer is ineligible for a POC. If Customer is eligible for a POC and activates any Wireless Device or Service which is subject to a POC (referred to below as a "Promotional Wireless Device or Service") or executes any POC (including but not limited to by electronic signature or by use of an electronic signature pad) then in addition to the terms and conditions above, Customer acknowledges and agrees as follows:

- (a) Customer has purchased the Promotional Wireless Device or Service at a special price or has received it free of charge, as applicable,
- (b) Customer shall activate Service for the Promotional Wireless Device or Service (if not already activated)
- (c) Customer shall not deactivate Service for the Promotional Wireless Device or Service for a period of not less than twenty-four (24) months. If Customer does not need to activate new Service to use the Promotional Wireless Device or Service but instead uses the Promotional Wireless Device or Service in addition to or with Customer's existing Service (i.e., as an upgrade or replacement) then Customer agrees that any prior Service Agreement for such existing Service is hereby amended and replaced in its entirety by this Agreement and the POC,
- (d) If Customer is activating new Service for the Promotional Wireless Device or Service and Customer has existing C Spire Service for other Wireless Devices, Customer shall not deactivate any existing Service for other Wireless Device(s) before the expiration of the remainder of the term of the existing Service Agreement applicable to such Wireless Device(s) (including any applicable prior POC) or for a minimum of three (3) consecutive months from the effective date of this Agreement, whichever is longer, and
- (e) Failure to maintain Service with C Spire for the period or periods set forth above shall result in a Liquidated Damage Termination Charge ("LDTTC") to Customer in addition to any other contract damage caused by such termination. The LDTTC shall be prorated based on the period of time you continue to use and pay for the Service. The LDTTC shall be one or more of the following, as applicable: (i) One Hundred and Eighty Dollars (\$180) for the Promotional Wireless Device (other than smartphones, netbooks, data cards or laptop computers) or Service, and/or (ii) Three Hundred and Sixty Dollars (\$360) for Promotional Wireless Devices that are smartphones, netbooks, data cards, or laptop computers, as applicable.

THIRD PARTY APPLICATIONS In addition to this Agreement, third party applications and software available in connection with the Service and/or a Wireless Device may be subject to other terms and conditions, which are posted from time to time on C Spire's Web site at www.cspire.com. Customer's use of BREW and BREW Applications, including but not limited to MobiTV, is subject to the BREW End User License Agreement, which is contained in Appendix A to this Agreement and is incorporated herein. Unless expressly granted herein, neither C Spire nor any provider of any third party application grants any license in any software technology or other intellectual property to Customer.

INFORMATION/CONTENT Certain information or content may be provided through the Service by independently owned and operated content providers or service providers who are subject to change at any time without notice. C Spire is not a publisher of third-party content and will not be responsible for any information or services provided by such third parties.

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These third parties may impose additional charges (on top of regular Service charges levied by C Spire) for certain content. As the user of such services Customer is bound by the third parties' policies when Customer visits their respective sites or uses their services. It is Customer's responsibility to read the rules or service agreements of each content or service provider as well as to understand any and all billing practices which are stated by the content or service provider. Any information Customer involuntarily or voluntarily provides third parties is governed by their policies. The accuracy, appropriateness, content completeness, timeliness, usefulness, security, safety, merchantability, fitness for a particular purpose, transmission or correct sequencing of any information or downloaded data is not guaranteed or warranted by C Spire or any content providers or other third party. Delays or omissions may occur. Neither C Spire nor its content providers, service providers or other third parties shall be liable to Customer for any loss or injury arising out of or caused, in whole or in part, by any information acquired through the Service.

CONTENT BLOCKING/FILTERING APPLICATIONS Certain third party applications and/or features may be made available to you which allow you to block and/or filter certain types of content from being sent to your Wireless Device. Your use of such applications is pursuant to the terms and conditions of this Agreement and any applicable license and/or agreement of the third party application provider. C Spire makes no warranty or representation regarding the operation of the applications and/or features or their ability to successfully filter the types of content you have chosen for filtering. You assume the risks of using such applications and/or features and agree to hold C Spire harmless from any alleged damage caused by your use of such applications and/or features. Neither C Spire nor the third party application/feature provider shall be liable to Customer for any loss or injury arising out of or caused, in whole or in part, by your use of the content blocking/filtering application/feature.

CAMERA/PICTURE MESSAGING Camera/Picture messaging devices are prohibited in some places. Customer is solely responsible for complying with all applicable laws, rules, regulations and policies regarding Camera/Picture Messaging and BREW-enabled Wireless Device use. Whenever Customer uses Picture Messaging or downloads, installs and/or uses any of the BREW Applications, Customer agrees not to (a) violate any applicable law, rule or regulation, (b) harass, offend, threaten, embarrass, distress or invade the privacy of any individual or entity, (c) provide false information or impersonate another person, and/or (d) take any action that infringes upon any third party's copyright, trademark, patent or other intellectual property right(s). C Spire may, without prior notice, take any action it deems necessary, including, without limitation, removing or deleting Applications or Pictures and restricting or limiting use of the Service, for proper administration of Service. C Spire is under no obligation to monitor use of Picture Messaging or BREW Applications, but it may do so to (y) comply with applicable laws, rules and regulations or orders of courts or governmental agencies with proper jurisdiction, and/or (z) operate the Service properly or protect Customer or other customers. In the event Customer provides C Spire, or its affiliates, contractors or agents, with feedback, data, answers, questions, comments, suggestions, plans, ideas or other information, such information shall be deemed to be non-confidential and C Spire shall be free to reproduce, disclose, distribute or use such information without restriction.

EXPORT REGULATION Customer acknowledges that software, information and technology downloaded (collectively, "technology") may be subject to certain United States export regulations and import regulations in other countries and that Customer is responsible for complying with such relevant regulations. Customer agrees to comply with all export or import regulations and laws both foreign and domestic, including, but not limited to, the Export Administration Act (50 U.S.C. Appx §§ 2401 et seq.) and the Export Administration Regulations ("EAR," 50 C.F.R. Parts 730-774). Customer further specifically agrees, unless expressly authorized by law, not to export or re-export the technology to any country, person, entity, or end user subject to United States export controls or under United States embargo. Customer further represents that no United States federal agency has suspended, revoked, or denied its export privileges.

INDEMNIFICATION Customer agrees to indemnify and save C Spire harmless from liability for libel, slander or infringement of copyright resulting from Customer's transmissions over C Spire's facilities, from claims for infringement of patents arising from use of Customer-owned Wireless Device apparatus and systems in combination with facilities of C Spire, from all other claims arising out of any act or omission of Customer in connection with the use of facilities provided by C Spire and from Customer's failure to comply with the terms of this Agreement.

SERVICE AVAILABILITY AND ACCESS/COVERAGE C Spire does not guarantee network availability. LTE, EVDO and 1X data coverage areas may vary from voice coverage areas. LTE and EVDO networks only available in select markets. Coverage map(s) are available at a C Spire store or online at www.cspire.com. LTE download and upload speeds are only available on the C Spire LTE network. EVDO download and upload speeds are only available on the C Spire EVDO network. Actual download and upload speeds can depend on Wireless Device characteristics, network availability and coverage levels, tasks, file characteristics, applications and other factors. Performance may also be impacted by transmission limitations, terrain, in-building/in-vehicle use, and capacity constraints.

PROHIBITED AND PERMISSIBLE USES

Nature of your Service Your Service is intended and offered only for use in a manner consistent with the nature of the Service to which you have subscribed. Accordingly, except to the extent that you have subscribed to a commercial Service plan, you 02364552

agree to use your Service primarily for your own personal, household, or family purposes, and you agree not to use your Service for any of the following: (a) resale, (b) as a substitute for private lines or dedicated data connections, (c) in conjunction with applications or devices which aggregate usage from multiple sources prior to transmission to our network such as Wi-Fi hotspots, tethers, Bluetooth®, or any other optic, wired, or wireless technology connecting computers or other equipment unless all such sources are located within your household or belong to you or other persons covered by your Service plan, or (d) to generate revenue from conference calling or forwarding of traffic (i.e. "traffic pumping"). If you have subscribed to a commercial or custom Service plan the foregoing uses are permitted only to the extent explicitly allowed under the terms of such Service plan.

Harmful uses, unwanted traffic You agree not to use your Service in any manner or for any purpose that is, or we reasonably determine may be harmful to C Spire, its network, or other users including, but not limited to: (a) any activity that adversely affects the ability of other people or systems to access or use either our wireless Services or other parties' Internet-based resources, (b) attempted hacking of our network or any other user's device, (c) intentionally uploading or sending viruses, worms, malware, corrupt files, Trojan horses, time bombs, or any other similar data, applications, or software which may harm another user, another user's Wireless Device, or C Spire's network, (d) denial of service attacks, or (e) the connection or use of any devices which have the potential to harm or degrade the C Spire network or Services, except as may be specifically allowed by federal law. You also agree not to intentionally transmit unwanted, malicious, or harmful traffic such as spam, phishing, stalking, harassing, or threatening transmissions or any other use that generates complaints by other network or Internet users or may expose C Spire to liability to third parties.

Unlawful use or purpose You agree not to use the Service in any manner or for any purpose that is or reasonably might be held to be unlawful including, but not limited to: child pornography, violating any patent, copyright, trademark, or other intellectual property rights, or to commit a crime.

Without limiting any other provision of this Agreement, if you violate this section C Spire may suspend or terminate your Service without prior notice and, if your Service is terminated, bill you for any Liquidated Damage Termination Fee. In addition, C Spire may block unlawful or harmful traffic or traffic that exceeds the buckets, data passes, or other allowances provided under the Service plan to which you have subscribed.

REASONABLE NETWORK MANAGEMENT C Spire's Service is provided to you over a network that has finite capacity that is shared with C Spire's other users. Accordingly, we may engage in reasonable network management to ensure that all users have reasonable and equitable access to our network. For example, Service is not intended to provide full-time connections and the connection may be discontinued after a significant period of inactivity. Further, C Spire reserves the right to limit throughput speed or amount of data transferred at times of network congestion. Network management will be conducted in accordance with applicable rules and regulations.

SECURITY C Spire does not guarantee data security. Data encryption may be available with some, but not all Service furnished by C Spire. C Spire assumes no responsibility for confidentiality of e-mail or other confidential or proprietary information accessed through the Service and/or with Wireless Device. It is solely Customer's responsibility to ensure use of the Service and Wireless Device complies with applicable IT or security procedures established by Customer or Customer's employer.

SUSPENSION/TERMINATION OF SERVICE C Spire may, without notice, suspend or terminate Service at any time for any reason including, but not limited to: (a) failure to maintain an appropriate account balance for applicable charges, (b) harassing or threatening C Spire employees or agents, (c) providing false information, (d) interfering with C Spire operations, (e) using Services in violation of this Agreement or applicable law, (f) breach of this Agreement, (g) modifying Wireless Devices, or (h) as necessary to protect C Spire's network or customers.

ASSIGNMENT This Agreement and any contractual rights or remedies available to C Spire hereunder shall be freely assignable in whole or in part by C Spire. Customer shall not assign this Agreement or its rights hereunder without the prior written consent of C Spire. Any such transfer without the consent of C Spire is void.

PERCS UPGRADES FEATURE C Spire, in its sole discretion, may offer Customers the ability to add the PERCS Upgrades feature to their account. PERCS Upgrades provides eligible Customers the ability to upgrade their Wireless Device with no device replacement fee after making approximately twelve (12) consecutive monthly installment payments totaling Two Hundred and Forty Dollars (\$240).

To be eligible to participate in PERCS Upgrades, you must: (a) have a C Spire Customer Service Agreement with postpaid voice and data service that is in good standing, (b) be a member of C Spire's PERCS Rewards Program, and (c) must activate PERCS Upgrades within thirty (30) days of your purchase of a Wireless Device from C Spire. An account is deemed to be in good standing if it is current in the balance owed and is otherwise not in any violation of any other terms, conditions, policies, or agreements you may have with C Spire, as determined by C Spire in its sole discretion. PERCS Upgrades is not currently

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available for prepaid Customers, or for the purchase of tablets. Some Wireless Devices may not be eligible for purchase under PERCS Upgrades.

You agree that by enrolling in PERCS Upgrades, you will pay a total of Two Hundred and Forty Dollars (\$240) over a period of approximately for twelve (12) consecutive months. Payment amounts and the number of monthly installments may vary slightly from month to month based upon factors such as your current billing cycle and the date on which the PERCS Upgrades feature was added to your account. After you have paid Two Hundred and Forty Dollars (\$240) over approximately twelve (12) consecutive months you will be eligible to purchase a new Wireless Device at a discounted price, subject to your PERCS Rewards Status. See cspire.com/percsterms for more details. Sales tax applies to the purchase of all Wireless Devices at the time of sale.

You acknowledge the PERCS Upgrades feature does not modify your obligations under the POC or this Agreement. If you disconnect Service, voluntarily withdraw from PERCS Upgrades, are removed from the program due to suspended or terminated Service, or by failing to remain in good standing, all fees due under your POC, including LDTCs, remain applicable, and all instalments paid for the PERCS Upgrades feature are non-refundable.

If you choose to upgrade before paying Two Hundred and Forty Dollars (\$240), then all received PERCS Upgrades installment payments may be applied to your upgrade, however, you will not receive a discounted price on a new Wireless Device. You may not accelerate payments to receive a discounted upgrade under the PERCS Upgrade feature prior to twelve (12) months from your enrollment.

You acknowledge that (i) PERCS Upgrades feature is not a lease, (ii) you own your Wireless Device under this Agreement, and (iii) you are responsible for any loss, theft or damage to your Wireless Device. Insurance and other programs are available for purchase from C Spire.

ADDITIONAL TERMS FOR PREPAID CUSTOMERS

MONTHLY SERVICE PLANS To use C Spire's prepaid Service you must prepay for a monthly Service plan and have sufficient funds in your account to cover the charges for any additional Services you use (i.e. roaming, directory assistance, download fees, etc.). Monthly Service plans provide you with thirty (30) days of Service from the date of Service activation. You agree to pay for the Service by deductions from your prepaid account. If you fail to pay the monthly prepaid Service plan fee or at any time the balance in your account reaches zero, your account will be deactivated and you will not receive further Service until you pay the monthly prepaid Service plan fee and any other charges for additional Services.

If you do not pay for the monthly Service plan or your account maintains a zero or negative balance for a period of sixty (60) consecutive days, your prepaid account may be closed. If your prepaid account is closed, you may reinstate your prepaid Service by activating a new account. You will be assigned a new number at this time and a reactivation fee may apply.

If you authorized payment for Services or Wireless Devices by credit card or by debiting a bank account, no additional notice or consent is required before C Spire invoices the credit card or debits the bank account for all amounts due C Spire. You are responsible for paying all charges applicable to your prepaid account and the Service.

All charges for prepaid Service are final and non-refundable. C Spire is not responsible for, nor will C Spire refund lost, stolen, misused or damaged personal identification numbers ('PINs') regardless of distribution method.

C Spire assigns telephone numbers, PINs, and other personal identifiers in connection with the prepaid Service. You have no proprietary right to any such identifiers and C Spire reserves the right to change them upon notice to you.

If you purchase a Wireless Device that is sold for use on the C Spire network, you agree that you intend it to be activated on C Spire's Service and do not intend to and will not resell, modify and/or export the Wireless Device or assist someone in such activities.

The charges for the Service and the expiration period for your prepaid account balance may vary, see www.cspire.com for more information. You must use your prepaid account balance before the expiration date. Prepaid Service and/or charges for prepaid Service are not refundable, and no refunds or other compensation will be given for unused prepaid balances, lost or stolen prepaid cards, or coupons.

Information on how you can establish and maintain a prepaid account balance are provided at the time of activation of your account and are also available at www.cspire.com. There are multiple methods to replenish your prepaid account. Fees may apply to some replenishment methods. Replenishment through automatic billing to a credit or debit card or a checking account may be subject to certain limitations.

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If you register for Auto Refill, you agree to have the minimum Auto Refill amount automatically debited from your credit card or debit card once per month on the date you specified. The minimum Auto Refill amount must be equal to or greater than the monthly charge for the selected rate plan. If your credit or debit card company declines the Auto Refill amount, then your Service may be suspended.

Your monthly prepaid Service fee includes applicable federal, state, and local taxes and other assessments that C Spire is required by law to collect and remit to the applicable government authority.

Coverage specific to C Spire's prepaid Service as well as prepaid Service plan details may be found at www.cspire.com which terms are incorporated by reference herein. Network coverage for prepaid Service may differ from network coverage for postpaid Service.

MISCELLANEOUS Not all plans or Services are available for purchase or use in all sales channels, in all areas or with all Wireless Devices. If Customer's usage of the wireless Services (including voice and data and regardless of Service plan) on other carrier's networks (roaming or off-network usage) exceeds Customer's off-network usage allowance, C Spire may at its option terminate Customer's Service or access Service, deny Customer's continued use of other carriers' coverage, change Customer's plan to one imposing usage charges for roaming usage, or change Customer's plan as necessary in the discretion of C Spire. Customer's roaming usage allowance is equal to that specified by Customer's plan and/or documentation. C Spire will provide notice that it intends to take any of the above actions and Customer may terminate Customer's agreement. C Spire is not responsible for loss or disclosure of any sensitive information Customer transmits. The wireless Service is not equivalent to landline Internet.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns. Any provision of this Agreement that is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Time is of the essence with respect to this Agreement. Customer shall promptly execute and deliver to C Spire such further documents and take such further action as C Spire may request in order to give effect to the intent and purpose of this Agreement. All indemnifications, releases, limitations of liability, disclaimers of warranties, limitations of remedies, the agreement to arbitrate, the restrictions upon use of the Services, Wireless Devices, and the rights of C Spire to take action necessary to remain in compliance with any applicable Tariff or license including its right to retake possession of or disable the Wireless Device, all as more particularly set forth herein, shall survive the termination of this Agreement and discontinuation of the Service.

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APPENDIX A TO SERVICE AGREEMENT BREW END USER LICENSE AGREEMENT

FOR PURPOSES OF THIS AGREEMENT CUSTOMER IS THE 'END USER' AND IS REFERRED TO AS 'YOU' IN THIS APPENDIX.

BY INSTALLING OR USING THIS BREW APPLICATION ('APPLICATION') YOU AGREE TO ALL OF THE TERMS SET FORTH BELOW. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT INSTALL OR USE THE APPLICATION.

Limited License The developer of the Application ('Developer') hereby grants to Customer a non-exclusive limited license to install the object code version of the Application on one wireless communication device and to use the Application on such device. All rights not expressly granted are reserved by the Developer. The term Application includes any software that is provided to you at the same time the Application is provided to you, or that is used in connection with the Application.

Restrictions You agree not to reproduce, modify or distribute the Application or other software included in your wireless device ('Other Software'). Subject to applicable law, you agree not to decompile or reverse engineer the Application or the Other Software. You agree not to (i) remove any copyright or other proprietary notice from the Application or the Other Software, or (ii) sublicense or transfer the Application or the Other Software to a third party.

Ownership You agree that the Developer and its licensors retain all right, title and interest in and to the Application and all copies of the Application, including all copyrights therein. You agree to erase an Application from your wireless device upon receipt of notice.

Termination This Agreement shall terminate immediately, without notice if you fail to comply with any material term of this Agreement. Upon termination you agree to immediately erase the Application from your wireless device.

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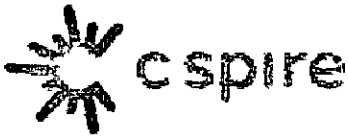
Disclaimer of Warranty THE APPLICATION IS LICENSED TO YOU AS IS DEVELOPER AND ITS LICENSORS DISCLAIM ANY AND ALL WARRANTIES REGARDING THE APPLICATION, WHETHER EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE DEVELOPER DOES NOT WARRANT THAT THE OPERATION OF THE APPLICATION WILL BE UNINTERRUPTED OR ERROR FREE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES SO THE ABOVE EXCLUSION MAY NOT APPLY OR MAY BE LIMITED

Limitation of Liability TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE DEVELOPER OR ITS LICENSORS BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR INDIRECT DAMAGES OF ANY KIND ARISING OUT OF THE USE OF THE APPLICATION (INCLUDING BUT NOT LIMITED TO LOST DATA OR LOST PROFITS), EVEN IF THE DEVELOPER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW IN NO EVENT WILL THE DEVELOPER'S LIABILITY FOR ANY CLAIM, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY OF LIABILITY, EXCEED THE FEE PAID BY YOU SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY OR MAY BE LIMITED

Export The Application is subject to the export control laws and regulations of the United States and other jurisdictions You agree to comply with all such laws and regulations

U S Government End Users This section only applies to the U S Government or if you are or are acting on behalf of an agency or instrumentality of the U S Government The Application is "commercial computer software" developed exclusively at private expense Pursuant to FAR 12.212 or DFARS 227.7202 and their successors as applicable, use, reproduction and disclosure of the Application is governed by the terms of this Agreement

Miscellaneous This Agreement is governed by the laws of the State of California, USA, without regard to California's conflict of law principles The United Nations Convention on Contracts for the Sale of International Goods does not apply to this Agreement If any provision hereof is held illegal, invalid or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid and enforceable, and the legality, validity and enforceability of all other provisions of this Agreement shall not be affected thereby This Agreement constitutes the entire agreement between you and the Developer regarding its subject matter and supersedes any prior agreement, whether written or oral, relating to the subject matter of this Agreement No modification or alteration of this Agreement will be valid except in writing signed by you and the Developer



**EXHIBIT A
SERVICE PLANS AND PRICING
LOCAL GOVERNING AUTHORITIES**

DESCRIPTION: VOICE ONLY PLANS	MINUTES INCLUDED	MONTHLY CHARGE	PER CALL COST
MS Government 125 Plan (Voice Only) includes 125 nationwide minutes Unlimited nationwide text messaging and unlimited picture messaging (upon request) <i>Basic Phone included with wired ear-bud and vehicle charger (see note 1)</i>	125	\$10 00 per phone	N/A
MS Government 250 Minute Pooled Plan (Voice Only) includes • 250 nationwide pooled minute per phone Unlimited nationwide mobile-to-mobile to any C Spire customer Unlimited nationwide nights and weekends (7 00 p m - 6 59 a m) Unlimited nationwide text messaging and unlimited picture messaging (upon request) Pools with 1000 Minute Pooled Plan and 750 Minute Pooled Plan <i>Basic Phone included with wired ear-bud and vehicle charger (see note 1)</i>	250 Pooled Minutes	\$15 99 per phone	N/A
MS Government 1000 Pool Plan (Voice Only) includes 1000 nationwide pooled minutes per phone • Unlimited nationwide mobile-to-mobile to any C Spire customer Unlimited nationwide nights and weekends (7 00 p m - 6 59 a m) Unlimited nationwide text messaging and unlimited picture messaging (upon request) Pools with MS Government 250 Minute Pooled Plan and 750 Minute Pooled Plan <i>Basic Phone included with wired ear-bud and vehicle charger (see note 1)</i>	1000 Pooled Minutes	\$24 99 per phone	N/A

UNLIMITED VOICE PLAN UNLIMITED VOICE & DATA PLAN UNLIMITED DATA PLAN	MINUTES INCLUDED	MONTHLY CHARGE	PER CALL COST
Government Precision Plan - Feature Phones (Unlimited Voice) includes Unlimited nationwide voice Unlimited text messaging picture messaging 100 MB pooled data (data can be blocked upon request) Basic Phone included with wired ear-bud and vehicle charger (see Note 1)	Unlimited	\$17.50 per phone	N/A
MS Government Nationwide Unlimited (Blended Voice and Data) includes Unlimited nationwide voice text messaging and data (official government business) for Smart Phones Unlimited picture messaging (upon request) Unlimited Tethering Included at no cost No Throttling! • Basic smartphone included with wired ear-bud and vehicle charger (see Note 1)	Unlimited	\$47.88 per phone	N/A
MS Government Unlimited Nationwide (Data Only) includes • Unlimited nationwide data (official government usage) for hotspots and tablets Unlimited Tethering Included at no cost for tablets No Throttling! • Vehicle charger provided with applicable equipment models (see note 1) • Basic hotspot included, tablets and Modems must be purchased	Unlimited	\$33.99 per device	N/A

GOVERNMENT PRECISION PLANS - POOLED DATA PLANS	GB AMOUNT	MONTHLY CHARGE	PER CALL COST
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GOVERNMENT PRECISION PLANS (Unlimited Voice and Pooled Data)

This plan allows all devices (Feature Phones Smartphones Tablets Data Cards/Hotspots and installed modems) on an account. Each device adds a specific plan amount of data to the pool.

- There are no device limits per pool
- Data pool is built by each user and by adding additional data buckets
- One smartphone or feature phone must be activated on the Government Precision Plan in order to receive text message notifications

Government Precision Plan - Feature Phones (Unlimited Voice) Includes unlimited nationwide voice Unlimited text messaging and unlimited picture messaging 100 MB <i>pooled</i> data (data can be blocked upon request) <i>Basic Phone included with wired ear-bud and vehicle charger (see Note 1)</i>	100 MB	\$17.50 per phone/mo	N/A
Government Precision Plan - Smartphone (tethering included in pooled data) • Includes unlimited nationwide voice Unlimited text messaging and unlimited picture messaging Each user may choose either 2 4 6 or 8 GB of pooled data (tethering included with data pool) Overage @ \$15.00 Per GB • <i>Basic smartphone included with wired ear-bud and vehicle charger (see note 1)</i>	2 GB	\$35.00 per smartphone/mo	N/A
	4 GB	\$42.00 per smartphone/ mo	N/A
	6 GB	\$49.00 per smartphone/ mo	N/A
	8 GB	\$59.50 per smartphone/mo	N/A
Government Precision Plan - Tablet/Data Card/Hotspot/Modem (tethering included in pooled data) • Each device may choose either 2 4 6 or 8 GB of pooled data <i>Basic hot spot or data card included with vehicle charger</i> <i>Tablet and modem requires purchase - vehicle charger included with tablet</i>	2 GB	\$17.50 per device/ mo	N/A
	4 GB	\$24.50 per device/ mo	N/A
	6 GB	\$31.50 per device/ mo	N/A
	8 GB	\$42.00 per device/ mo	N/A
Government Precision Plan Feature - (Additional Data Bucket) Allows account to add additional pooled data as needed for higher data usage accounts One (1) additional data bucket allowed per account	5 GB	\$35.00	N/A
	15 GB	\$75.00	N/A
	30 GB	\$150.00	N/A
	60 GB	\$300.00	N/A
	90 GB	\$450.00	N/A
	120 GB	\$600.00	N/A
	150 GB	\$750.00	N/A

STAND ALONE DATA PLANS	GB AMOUNT	MONTHLY CHARGE	PER CALL COST
<p>1 GB of Data</p> <p>For hotspots tablets and installed modems Government account rate plans may be blocked from tethering through Assist for Business (AFB)</p> <p><i>If you use all of your data during the month, we'll pause your data service and let you decide if you want more. At that point you can buy a \$20 per gigabyte Top Up Pass directly from your phone or simply use Wi-Fi until your monthly data renews on your next billing cycle. Either way you're protected from surprise overage charges.</i></p>	1GB	\$18.99	N/A
<p>3 GB of Data</p> <ul style="list-style-type: none"> For hotspots/data cards tablets and installed modems Government accounts may be blocked from tethering through Assist for Business (AFB) <p><i>If you use all of your data during the month, we'll pause your data service and let you decide if you want more. At that point you can buy a \$10 per gigabyte Top Up Pass directly from your phone or simply use Wi-Fi until your monthly data renews on your next billing cycle. Either way you're protected from surprise overage charges.</i></p>	3 GB	\$28.00	N/A

TELEMETRY POOLED PLANS	MB AMOUNT	MONTHLY CHARGE	PER CALL COST
Telemetry 5 MB - Data only plan that pools data usage with Telemetry 25 MB and Telemetry 100 MB plans. Overage over the pool is \$ 0003/KB. Devices purchased under this plan are not eligible for a device subsidy.	5MB per device/mo	\$4 00	N/A
Telemetry 25 MB - Data only plan that pools data usage with Telemetry 5 MB and Telemetry 100 MB plans. Overage over the pool is \$ 0003/KB. Devices purchased under this plan are not eligible for a device subsidy.	25MB per device/mo	\$6 00	N/A
Telemetry 100 MB - Data only plan that pools data usage with Telemetry 5 MB and Telemetry 25 MB plans. Overage over the pool is \$ 0003/KB. Devices purchased under this plan are not eligible for a device subsidy.	100MB per device/mo	\$10 00	N/A
FEES: (Subject to change)*		MONTHLY CHARGE (Subject to change)	
911 Fee*	N/A	1 05 per user/mo	N/A
Universal Service Fund (USF)*	N/A	2 017% of monthly access charges (see note 2)	N/A
Regulatory Recovery Charge*	N/A	\$0 20 per user/mo	N/A
Administrative Recovery Charge*	N/A	\$ 92 per user/mo	N/A

**NON WARRANTABLE FEE
EARLY UPGRADE FEES
EARLY TERMINATION FEES**

Non-warrantable Replacement Fee	N/A	N/A	N/A
Early Upgrade Fees (EUF) for feature phones <ul style="list-style-type: none"> • 12 to 14 months - \$80 00 • 15 to 17 months - \$60 00 • 18 to 20 months - \$40 00 • 21 to 23 months - \$20 00 	N/A	N/A	N/A
Early Upgrade Fees (EUF) for smartphones <ul style="list-style-type: none"> • 12 to 14 months - \$190 00 • 15 to 17 months - \$170 00 • 18 to 20 months - \$90 00 • 21 to 23 months - \$40 00 	N/A	N/A	N/A
Early Termination Fees (ETF) for Basic Device Contract (\$180) <ul style="list-style-type: none"> • Includes feature phones, data cards, hotspots, tablets Activations and Upgrades of feature phones, data cards, hotspots, and tablets which receive the maximum equipment discount are subject to a 24-Month service agreement. The Early Termination Fee (ETF) for Basic Device Contracts is \$180 00. A \$7 50 monthly proration will be subtracted from the total ETF of \$180 00 each month the customer fulfills their service agreement ($\\$7.50 \times 24 \text{ mos} = \\180.00). <i>ETFs waived if equipment is returned to C Spire in acceptable condition or if agency meets acceptable early termination terms as provided in Local Service Agreement.</i> 	N/A	N/A	N/A
Early Termination Fees (ETF) for Advanced Device Contract (\$360) <ul style="list-style-type: none"> • Includes Smartphones Activations and Upgrades of smartphones are subject to a 24-Month Data service agreement and Data ETF of \$360 00. A \$15 monthly proration will be subtracted from the total ETF each month the customer fulfills of their Data service agreement ($\\$15.00 \times 24 \text{ mos} = \\360). <i>ETFs waived if equipment is returned to C Spire in acceptable condition or if agency meets acceptable early termination terms as provided in Local Service Agreement.</i> 	N/A	N/A	N/A

INCLUDED AND OPTIONAL FEATURES	MINUTES INCLUDED	MONTHLY CHARGE	PER CALL COST
Directory Assistance	N/A	N/A	1 39
Voice Mail - Basic	Included in plan	Included in plan	N/A
Voice Mail - Deluxe	Included in plan	Included in plan	N/A
Visual Voicemail for Android Devices	Included in plan	Included in plan	N/A
Caller ID	Included in plan	Included in plan	N/A
Message Waiting	Included in plan	Included in plan	N/A
Three Feature Package Call Waiting, Call Forwarding, and Conference Calling	Included in plan	Included in plan	N/A
No Answer Transfer Allows you to transfer calls to another number after a specific number of rings. Airtime is incurred for both the incoming call and the outbound forwarded call. Activation of No Answer Transfer disables Voice Mail. To activate dial *76 plus the 10 digit number and press send. To deactivate No Answer Transfer, dial *77 and press send.	N/A	\$1 50	N/A
Unlimited Nationwide Text Messaging	N/A	Included in plan	N/A
Pics This feature includes unlimited picture messages on phones and smart phones.	N/A	Included in plan	N/A
Static IP Addresses There are no charges to the State and Governing Authorities who make reasonable requests for Static IP addresses required in certain applications used for official government business (see note 1)	N/A	\$0 00 per device	N/A
Adult Content Filtering Block access, upon request, to adult internet content on your mobile device, data card, or hot spot while using the C Spire network. NOTE: This feature does not work when using a WiFi Network.	N/A	N/A	N/A

SPECIAL SERVICES	PER MINUTE COST	MONTHLY CHARGE	PER CALL COST
Wireless Priority Service An enhancement to basic wireless service that allows your National Security/Emergency Preparedness (NS/EP) calls to queue for priority service in order to complete the call. Utilize the link below to contact NCS to complete your application. (Link https://www.dhs.gov/wireless-priority-service-wps)	\$0.75 per minute	\$0.00	N/A
Emergency Phone Bank Maintains a bank of phones in the event of an emergency. In most cases the phones should be returned within sixty (60) days from the onset of the emergency unless the emergency is of a magnitude that requires an extended period of time. C Spire will work with each agency to determine the return date.	N/A	N/A	N/A

PHONE INSURANCE	MONTHLY CHARGE	DEDUCT. PER DEVICE	PER CALL COST
Standard Phone Insurance Available on handsets up to \$600 non-retail value. Provided by eSecuritel. (Link Esecuritel.com/cspire) Covers your phone or Smartphone, standard battery, and wall charger for loss, theft, or accidental damage. Immediate coverage when added at purchase of phone, effective in 60 days when added to an existing phone.	\$4.95 per phone	\$50.00-\$150.00 (based on device type & model)	N/A
Premium Phone Insurance Available on handsets over \$600 non-retail value. Provided by eSecuritel. Your phone, standard battery, and charger are covered for loss, theft, accidental damage, and mechanical and electrical failure after the manufacturer's warranty period expires. Enroll when you purchase a new phone and receive coverage immediately. Enroll your existing phone at any time and coverage will be effective 60 days after your enrollment date. To process a claim, contact eSecuritel toll-free at 1-888-318-7688. (Link esecuritel.com/cspire)	\$6.95 per device	\$199.00	N/A
CHOICE Warranty Plus (for Android devices) Extends the warranty of your qualified 4G Android™ device. Your phone and standard battery are covered for accidental damage and mechanical and electrical failure for one additional year after the manufacturer's warranty period expires. You must purchase the additional protection at the time you purchase your 4G Android device. To process a claim, contact eSecuritel toll-free at 1-888-318-7688. (Link esecuritel.com/cspire) NOTE: Deductible will be assessed at that time and replacement phone will be shipped via second-day air.	N/A	\$50.00	N/A

PHONE INSURANCE - con't.			MONTHLY CHARGE	DEDUCT. PER DEVICE	PER CALL COST
<p>Apple Care+ for iPhone extends repair coverage and technical support to two years from the original purchase date of your iPhone and adds coverage for up to two incidents of accidental damage due to handling each subject to a \$79.00 service fee (deductible) plus applicable tax for iPhone 5S, 5C, or 4S (8GB) devices or a \$49 service fee (deductible) for iPhone 4 and 4S (16GB). AppleCare+ provides repair or replacement coverage both parts and labor from Apple-authorized technicians. For more information go to http://store.apple.com/us/product/S45475LL/A</p>			N/A	\$49.00/\$79.99 (based on device model)	N/A

INTERNATIONAL CALLING	MINUTES INCLUDED	MONTHLY CHARGE	PER CALL COST
<p>International Calling is defined as calls origination in the U S and terminating internationally C Spire provides two (2) available options</p> <p>Option 1 - Standard International Cellular Calling</p> <ul style="list-style-type: none"> All C Spire phones come pre-equipped to call Canada or Mexico over their built-in cellular connections at a rate of \$ 20/min and charges are billed to your cellular account Access to all other countries can be enabled by calling Assist for Business (AFB) at 1 800 276 8842 See EXHIBIT E - INTERNATIONAL INFORMATION to view other countries and cost of international calling using Standard Cellular Calling Includes Free International Texting from the U S to 140+ international countries <p>Standard Cellular Calling can be blocked upon request</p>	N/A	N/A	Per Minute Rates Vary pe Country
<p>Option 2 - International Calling App</p> <ul style="list-style-type: none"> Call Internationally by downloading our C Spire International Calling App - available on iOS and Android smartphones and tablets You can make international calls while on the C Spire Network or a Wi-Fi network anywhere in the world We offer two (2) ways to pay for calls using the app <p>1 Pay-by-the-Minute (Add funds to your account with a credit or debit card and pay by the minute with rates as low as \$0 01/minute)</p>	N/A	\$5 00 Minimum Purchase - No Expiration Date	Per Minute Rates Vary pe Country
<p>2 Unlimited Calling - Sign up with a credit or debit card and get unlimited international calling to ten (10) numbers of your choice</p> <ul style="list-style-type: none"> Includes 80+ countries and calls placed outside those listed are charged using the Pay-by-the-Minute balance Lasts for 30 days from the day of purchase Please see EXHIBIT E - INTERNATIONAL INFORMATION to view other countries and cost of international calling using the International Calling App 	N/A	\$10 00/month	Per Minute Rates Vary pe Country

INTERNATIONAL TRAVEL			MINUTES INCLUDED	MONTHLY CHARGE	PER CALL COST
<p>International Travel calls are defined as calls originating outside the continental U S There are two (2) available options</p>					
<p>Option 1 - Standard International Traveling - Many C Spire phones can be used outside of the continental U S</p>					
<p>Before you travel call AFB at 1 877 276 8842 to request international roaming access as you will need an international SIM card</p> <p>There are three types of international travel calls Canada and Mexico Preferred Countries and Remaining Countries See EXHIBIT E - INTERNATIONAL INFORMATION to view the list of Preferred Countries and Remaining Countries and cost associated with traveling in those areas</p> <p>You do NOT need to request access to use your phone in the following locations the Bahamas Canada Mexico, Puerto Rico or the U S Virgin Islands</p> <p>Loaner phones are available upon request if you do not have an international capable device</p>			N/A	\$5 00	Per Minute Rates Vary by Country
<p>Option 2 - International Calling App -</p>					
<ul style="list-style-type: none"> • Call Internationally by downloading our C Spire International Calling App • The International Calling App also works while you are abroad • Connect to any Wi-Fi signal and enjoy rates as low as \$ 01/min • We offer two (2) ways to pay for calls using the app <p>1 Pay-by-the-Minute (Add funds to your account with a credit or debit card and pay by the minute with rates as low as \$0 01/minute)</p>			N/A	\$5 00 Minimum Purchase - No Expiration Date	Per Minute Rates Vary by Country
<p>2 Unlimited Calling - Sign up with a credit or debit card and get unlimited international calling to ten (10) numbers of your choice</p>					
<p>Includes 80+ countries and calls placed outside those listed are charged using the Pay-by-the-Minute balance</p> <p>Lasts for 30 days from the day of purchase</p> <p>Please see EXHIBIT E - INTERNATIONAL INFORMATION to view other countries and cost of international calling using the International Calling App</p>			N/A	\$10 00/month	Per Minute Rates Vary by Country

<p>C Spire WiFi On App - This free solution provides access to 20 million free WiFi hotspots worldwide helping you conserve your data allotment while you're on the road Save money with free access to data while on your mobile device when traveling outside the U S Save plan data by increasing WiFi usage • Maintain faster connections indoors or in remote coverage locations Maintain more stable data connections where signals aren't as strong Optimize battery usage • Download the 'C Spire WiFi On' app from the Apple App store or Google Play</p>	N/A	\$0.00	N/A
--	-----	--------	-----



Note 1 Customers participating in this service must reside in the C Spire Network which is defined as the state of Mississippi, McIntosh, Escambia, Santa Rosa, Okaloosa and Walton counties in Florida and generally in the area in and surrounding Memphis/West Memphis, Tennessee

Note 2 Fees are subject to change

Note 3 Service is not intended to provide full-time connections and the Service may be discontinued after a significant period of inactivity. C Spire reserves the right to (i) limit throughput or amount of data transferred, deny Service and/or terminate Service with the Service in any manner prohibited above or whose usage adversely impacts its network or service levels and (ii) protect its network legitimate data flows. Customer may not send solicitations to C Spire subscribers without the subscribers consent. Customer may be subject to restrictions intended by C Spire and applicable law.

Equipment Price List (as of 08 15 2017)

The equipment price list below includes devices which are offered at "no cost" or have a "special cost" for Local Gov are subject to change but will be better than or equal to pricing listed on this document

Device Type	Manufacturer	Model	Government Pricing
Feature Phone	Kyocera	DuraXA Kyocera E4510	\$0 00
Feature Phone	LG	Fluid II Flip Phone	\$0 00
Smartphone	Apple	iPhone 5SE - 64 GB	\$0 00
Smartphone	Apple	iPhone 5SE - 128 GB	\$0 00
Smart Phone	Apple	iPhone 6S - 32 GB	\$0 00
Smart Phone	Apple	iPhone 7 - 32 GB	\$0 00
Smart Phone	Apple	iPhone 7 - 128 GB	\$199 99
Smart Phone	Apple	iPhone 7 - 256 GB	\$299 99
Smart Phone	Apple	iPhone 7 Plus - 32 GB	\$219 99
Smart Phone	Apple	iPhone 7 Plus - 128 GB	\$319 99
Smart Phone	Apple	iPhone 7 Plus - 256 GB	\$419 99
Smart Phone	Samsung	Samsung Galaxy S7 32 GB	\$0 00
Smart Phone	Samsung	Samsung Galaxy S7 Edge - 32 GB	\$499 99
Smart Phone	Samsung	Samsung Galaxy S8 Edge - 64GB	\$499 99
Smart Phone	Samsung	Samsung Galaxy S8 Edge Plus 64GB	\$149 99
Data Card	Franklin	R871 - GPS Data Card	\$0 00
Modem	Cradle Point	COR IBR 600/650	\$490 00
Modem	Cradle Point	COR IBR 1100	\$685 00
Tablet	Apple	iPad 9 7 Retina 32 GB	\$229 99
Tablet	Apple	iPad 9 7 Retina 128 GB	\$309 99
Tablet	Apple	iPAD PRO 9 7in 32GB	\$479 99
Tablet	Apple	IPAD PRO 9 7in 128 GB	\$619 99
Tablet	Apple	iPad PRO 10 5 64 GB	\$539 99
Tablet	Apple	iPad PRO 10 5 256 GB	\$629 99
Tablet	Apple	iPad PRO 10 5 512 GB	\$919 99
Tablet	Apple	iPAD PRO 12 9in 64 GB	\$679 99
Tablet	Apple	iPAD PRO 12 9in 256 GB	\$769 99
Tablet	Apple	iPAD PRO 12 9in 512GB	\$959 99

NO _____

IN THE MATTER OF AUTHORIZING THE PAYMENT OF CLAIMS

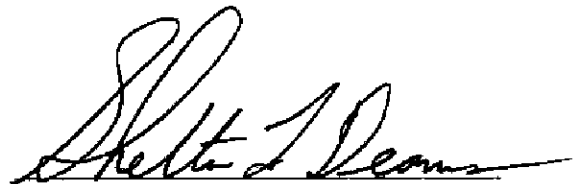
There came on this day for consideration the matter of authorizing the payment of Claims

It appears to this Board at the prior meeting this Board authorized Supervisor Davis to change the primary vendor for Clay Gravel to BACCO and the secondary vendor to Preston Dobbs, and,

It appears to this Board as attached hereto as Exhibit A prior to this change being officially acted upon by this Board Supervisor Davis road crew had already purchased Clay Gravel from BACCO instead of Preston Dobbs

THEREFORE, after motion by R B Davis and second by Lynn Horton this Board doth vote unanimously to authorize and approve the payment of the claims as attached hereto as Exhibit A to BACCO

SO ORDERED this the 5th day of October, 2017



President



Bacco Materials
 P O Box 1208
 Mt Olive MS 39119
 601-797-4551

INVOICE

Invoice #	20019
Date	8/4/17
Customer No	60053
Job #	03891
PO #	40102

Sold To: CLAY CO DIST 3
 PURCHASE CLERK
 P O BOX 815
 WEST POINT MS 39773

Delivered To: PURCHASE CLERK
 P O BOX 815
 WEST POINT MS 39773

Sale Date	Ticket	Units	UM	Unit Price	Matl Total	Tax Code	Tax	To
8/3/17	397093	19 000	CY	5 60 E	106 40	MSE	0 00	106 40
Total Material		19 000 CY			106 40		0 00	106 40
Total Invoice:					106 40		0 00	106 40

Material	Description	Units	UM
602	Clay Gravel in CY	19 00	CY

OK
 R.B. [Signature]
 [Signature]

Clay County, MS

Date Rec _____
 Docket Date Oct
 Vendor # _____
 Vendor Name Bacco
 Invoice # 20019
 Inv Date 8-4-17
 P O # 41374
 Fund 03
 Exp # 153 303631
 Amount 10640
 Signature _____

Payment Type On Account

Pay Terms Code NET30	Total	106 40
Pay Terms Net Due in 30 Days		



Bacco Materials
 P O Box 1208
 Mt Olive MS 39119
 601-797-4551

INVOICE

Invoice #	20104
Date	8/25/17
Customer No	60053
Job #	03891
PO #	40102

Sold To: CLAY CO DIST 3
 PURCHASE CLERK
 P O BOX 815
 WEST POINT MS 39773

Delivered To:
 PURCHASE CLERK
 P O BOX 815
 WEST POINT MS 39773

Date	Ticket	Units	UM	Unit Price	Matl Total	Tax Code	Tax	Total
MATERIAL Clay Gravel in CY								
8/21/17	397713	20 000	CY	5 60 E	112 00	MSE	0 00	112 00
8/21/17	397741	19 000	CY	5 60 E	106 40	MSE	0 00	106 40
Total	Material	39 000	CY		218 40		0 00	218 40
MATERIAL Clay Gravel in CY								
8/22/17	397767	18 000	CY	5 60 E	100 80	MSE	0 00	100 80
8/22/17	397775	18 000	CY	5 60 E	100 80	MSE	0 00	100 80
8/22/17	397784	17 000	CY	5 60 E	95 20	MSE	0 00	95 20
8/22/17	397799	19 000	CY	5 60 E	106 40	MSE	0 00	106 40
Total	Material	72 000	CY		403 20		0 00	403 20
Total Invoice.					621 60		0 00	621 60

Material	Description	Units	UM
602	Clay Gravel in CY	111 00	CY

OK
 R B
 Road

Clay County MS

Date Rec _____
 Ticket Date out
 Vendor Name BACCO
 Invoice # 20104
 Inv Date 8.25.17
 PO # 41314
 Exp # 03
153 303 631
621.60

Payment Type On Account

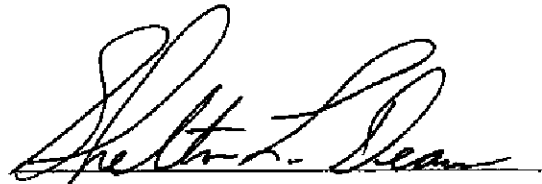
Pay Terms Code NET30	Amount	Total
Pay Terms Net Due in 30 Days	621 60	621 60

**IN THE MATTER OF AUTHORIZING AND APPROVING TO SPREAD ON
THE MINUTES THE MAPPING AUDIT AS RECEIVED FROM THE MS
DEPARTMENT OF REVENUE**

There came on this day for consideration the matter of authorizing and approving to spread on the minutes the mapping audit as received from the MS Department of Revenue

After motion by R B Davis and second by Lynn Horton this Board doth vote unanimously to authorize and approve to spread on the minutes the mapping audit as received from the MS Department of Revenue as attached hereto as Exhibit A outlining the County's deadline to have the digitized mapping completed, the fact that the mapping must be compliant to the MS Department of Revenue guidelines, and the penalties which would apply to the County for failure to produce the maps timely or in accordance to the Department of Revenue Standards and furthermore, this Board directs the Board Attorney to draft a letter to the MS Department of Revenue of the County's Plan of Action to correct the audit findings in order to keep the County compliant with the Department of Revenue

SO ORDERED this the 5th day of October, 2017



President

**Mississippi Department of Revenue
2017 Mapping Audit**

County Clay County Number 13 Date Written 09/26/17

Roll Year 2017 County Assessor Paige Lamkin

Check One

In House Mapper _____ Outside Contractor X

County Mapper s/Contractor's Name Sanders Appraisal Services

Number of Real Property Parcels 13,021

Aerial Photography	Mo /Yr	Mo /Yr
Date Aerial Photography Last Flown	Urban <u>2014</u>	Rural <u>2014</u>
Next Aerial Photography Due	Urban <u>2026</u>	Rural <u>2026</u>

Company used for Aerial Photography Surdex Corporation
520 Spirit of St. Louis Blvd
Chesterfield, MO 63005
Phone 636-368-4400 Fax 636-368-4401

Resolution TBD

Comments

The real parcel count was taken from the 2017 roll year recapitulation. The county's real property update year is 2020. Clay County participated in the NE Ortho Imagery Project coordinated by Joel Yelverton of the Mississippi Coordinating Council for Remote Sensing and Geographic Information Systems. They flew new photography in January, 2014 and received the new photography in November 2014. The county was given an extension to fly new photography due to their participation in the NE Ortho Imagery Project. After loading the new photography, the County discovered the Parcel Layer showing ownership lines to be unrectifiable with the new photography. The County is contracting to have a complete new set of Parcel Maps drawn at which point the new photography and soil maps can be rectified and assessed correctly. Multiple errors were found on the assessment of "Current Use" parcels during this audit.

Ownership Maps

Correlation to photos	<u>Pending</u>
Parcel numbering system	<u>Tractable</u>
Composite map reproduction	<u>At contractor</u>
Public availability of maps	<u>At contractor</u>

2017 Mapping Audit

Comments

The County obtained a set of maps that were scanned from the 2007 mylars and converted by Lanworth to ArcGIS. This map set is unacceptable due to the many errors in the parcel layer. Clay County has been given ample time to address this problem but at this time no resolution has been achieved. Title 35, Part VI, Subpart 02, Chapter 06, Mississippi Administrative Code states Counties shall acquire and maintain a proper ownership mapping system using an appropriate aerial photography base. Ownership maps and aerial photos will be maintained as separate products but will be required to overlay and correlate. Once aerial photography is flown and accepted, the county must submit a plan acceptable to the property tax office to complete ownership map revisions. The plan must include who will perform the mapping, time requirements, and detail work to be performed. The County must follow these guidelines or face failure of the mapping audit in 2018.

Mapping Maintenance

Mapping maintenance manual/computer drafting	Manual	Converting to Digital
Mapping maintenance in-house/contractor		Contractor
Maps updated annually	Yes	
Deed log generated	Yes/Digital	Not pulled from Chancery
Name changes completed	Yes	
Splits completed	Yes	
Subdivisions added	No new subdivisions	
System used	Data	

Comments

All deed changes affecting the roll were completed on or before June 30. Mapping maintenance is updated annually. The deed log is kept digitally but not generated from chancery records. A reconciliation of map numbers to roll numbers has been performed. Maps are maintained manually on the mylar prints drafted during the original reappraisal in 1978.

Soil Maps

Scale	Digital
Correlation to ownership maps	Well matched
Format	Digital
When there is a split, are soil maps used to determine soil classification?	Yes
Who determines soil classification?	County _____ Contractor <u>X</u>
List the Land Resource Area(s)?	Black Belt
Is the county using the correct LRA(s)?	Yes

Comments

Clay County has new soil maps loaded into their digital map program along with the 2014 aerial photography. However, the digital parcel map set does not match due to the many line errors. Clay grants agricultural use to 1+ acres. An acreage summary report by type revealed, Class A - 23,939 acs, Class B - 101,602 acs, Class C - 4,914 acs, Class D - 282 acs., Class E - 3,953 acs., Class I - 33 acs, Class II - 69,837 acs., Class III - 23,912 acs., Class IV - 8,234 acs, Class V, VI and VII - 6,558 acs, Code H - 13,502 acs. Multiple errors were found on the assessment of Soil Types during this audit. Clay County has a small portion of Upper Coastal Plains Land Resource Area located along the waterway on the East side of the County. All of this land is owned or controlled by the US government so is exempt from taxation.

**Mississippi Department of Revenue
2017 Mapping Audit**

Based on information obtained by the appraiser the following applies

The county is in compliance. X

The county is not in compliance

Total Parcels Reviewed 35

	Totals	Error Points
Category 1 Errors <u> </u>		<u> 0 0 </u>
Category 2 Errors <u> 8 </u>		<u> 22 9 </u>
Category 3 Errors <u> </u>		<u> 0 0 </u>
	subtotal <u> </u>	<u> 22 9 </u>
Category 1-Non Parcel Errors <u> </u>		<u> 0 </u>
	Total <u> </u>	<u> 22 9 </u>

Comments

Clay County has a set of maps in ArcGIS however the County still maintains its parcel mapping on the mylar maps processed in 1978 due to line errors in the parcel layer purchased in 2007. A new parcel layer must be completed to resolve this issue with the County's digital map set or face failure of the Mapping Audit. According to Section 27-35-53 It shall be the duty of the Board of Supervisors to furnish the tax assessor with all necessary maps to assess all of the county. Title 35, Part VI, Subpart 02, Chapter 06, Mississippi Administrative Code states Counties shall acquire and maintain a proper ownership mapping system using an appropriate aerial photography base. Ownership maps and aerial photos will be maintained as separate products but will be required to overlay and correlate. Once aerial photography is flown and accepted, the county must submit a plan acceptable to the property tax office to complete ownership map revisions. The plan must include who will perform the mapping, time requirements, and detail work to be performed. The County must follow these guidelines or fail the mapping audit in 2018 which would result in the following order being applied. Section 27-35-113 (b) The county shall levy and pay over to the department, for purposes of being placed in the escrow account, the proceeds of the one (1) mill levy provided for in Section 27-39-329(1)(b). All interest shall accrue to the benefit of the county on any funds placed in an escrow account; And (6) Once the county achieves compliance with the standard of performance as to assessment level, uniformity and equity as established by the rules and regulations of the Department of Revenue, the department shall release to the county all funds held in escrow on its behalf during the period of noncompliance.

Appraiser Susan B. Thorne Date 10/4/17
Susan Thorne

Tax Assessor Paige Lamkin Date 10-4-17
Paige Lamkin

Date(s) 8/11/17

Contact Person(s) Assessor-Collector, Paige Lampkin

Parcel Number	Listing Error	Correction	Category		
			I	II	III
91C-A-11 04	no Class D assessed	recalculate uncult acreage		X	
83C1-E-36	no error				
53-27-05 01	no error				
113-10-14 05	no error				
86-13-40 02	no error				
02-04-28 02	no error				
51-24-53 09	no error				
61-33-04 35	no error				
7&-17-05 02	no error				
69-04-09 01	no error				
72-14-07 05	no error				
82D1-C-52 02	no error				
89-26-05 06	no error				
80-12-07 02	no Class 2	s/b Class 3		X	
85B-A-10 01	no error				
91C-A-23 17	no error				
82D1-C-52 02	no error				
50-21-22 10	no error				
65-32-04 03	no error				
92B-A-07 09	no error				
58-34-08 13	no error				
82A2-A-03 01	no error				
51-24-53 10	no error				
51-24-53 11	no error				
40-29-02 02	no Class 2	s/b all uncult			
Ag Use Parcels					
02-03-02	60 ac Class 3 3 ac Class 4	37 ac Class 3 26 ac Class 4		X	
07-07-01	2 ac Class 3	2 ac Class B			
15-29-04	9 ac Class 4	9 ac Class 5			
87-18-01	15ac Cl 3 Water-6 ac Cl C	15 Ac Class C Water-6 ac Cl B		X	
26-04-02 01	15 ac Class 3 3 ac Class A	15 ac Class B 3 ac Class B			
34-13-08	no error				
43-20-01	81 ac Class 2,3,4 6 ac Cl A	3 ac Class 2 62 ac Class A		X	
57-01-01	Water Class 5	s/b Class B		X	
74-09-14	7 ac Class B	s/b 17 ac Class B		X	
98-20-13	75 ac Class 2,3,4	s/b 35 ac Class A/47 5 ac Cl B		X	
		Total Errors	0	0	0

Clay County	3/1/2014			
Soil Name	Map Unit	Cropland Class	Forest Class	Acres
Belden	Be	2	A	15 111
Bigbee	Bg	3	C	895
Binnsville	BnB	6	D	3 443
Brooksville	BrA	2	C	780
Brooksville	BrB	2	C	2 992
Cahaba	CaA	1	B	1 009
Chaik Outcrop-Demopolis	CoD	8	E	2 208
Gravel Pits	Gp	nc	E	471
Griffith	Gr	2	B	13,729
Kipling	KpA	3	B	4 964
Kipling	KpB2	3	B	18 790
Kipling	KpC2	4	B	10 221
Leeper	Le	2	B	32 817
Longview	LoA	2	A	8 113
Longview	LoB	2	A	5 278
Lime Pit	Lp	nc	E	17
Mathiston	Ma	2	A	11 820
Mayhew	MhA	3	B	6 741
Okolona	OkA	2	C	1 084
Okolona	OkB	2	C	6,683
Ora	OrB	2	B	9 939
Ora	OrC2	3	B	11 757
Ora	OrD2	4	B	6 557
Ozan	Oz	3	A	4 111
Prentiss	PrA	2	B	1 825
Prentiss	PrB	2	B	26 716
Ruston	RuC	3	B	1 043
Sassum	Se	4	B	1,594
Smithdale-Ruston	SRE	7	B	13 477
Stough	StA	2	B	4 565
Stough	SuB2	3	D	1,952
Stough	SuC2	6	D	2 448
Sweetman	SwC	6	B	929
Sweetman-Smithdale	SXE	7	B	2 925
Tippah	ThB	2	B	366
Tuscumbia-Leeper	TL	4	B	5 590
Una	Un	3	C	2 684
Urbo	Ur	2	B	7,608
Water	W	nc	nc	4 608
Wilcox	WcB	3	B	2,137
Wilcox	WcC	4	B	2 150
Wilcox	WcD	7	B	3 755

Data Source for all counties

Acreage Web Soil Survey Acreage and Proportionate Extent of the Soils Table 9-1-2012

Cropland Capability Class Web Soil Survey Nonirrigated yields by Map Unit Component Table 9-1-2012

Greene County - Web Soil Survey same tables, 3-7-2014 Forestry classifications 4-1-14

All counties rechecked 3 1-14

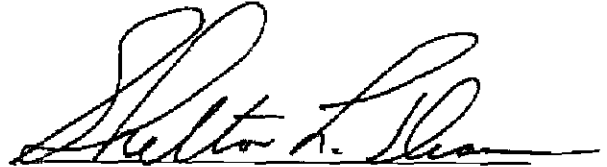
NO _____

**IN THE MATTER OF APPROVING AND AUTHORIZING THE PRESIDENT TO
EXECUTE THE FEDERAL SPENDING TRANSPARENCY FORM FOR MS STATE
AID**

There came on this day for consideration the matter of approving and authorizing the President to execute the Federal Spending Transparency Form for MS State Aid

After motion by Luke Lummus and second by R B Davis this Board doth vote unanimously to authorize and approve of the form as attached hereto as Exhibit A

SO ORDERED this the 5th day of October, 2017

A handwritten signature in black ink, appearing to read "Shelton A. Dean", written over a horizontal line.

President

**OFFICE OF
STATE AID ROAD CONSTRUCTION**

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
P O BOX 1850
JACKSON MISSISSIPPI 39215 1850

H Carey Webb P E
State Aid Engineer
Telephone (601) 359 7150

412 Woodrow Wilson Avenue
Jackson Missi sippi 39216
Fax (601) 359 7141

October 2, 2017

Board of Supervisors
Clay County
c/o Chancery Clerk
Post Office Box 815
West Point, MS 39773

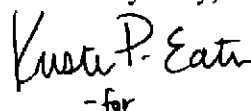
Dear Supervisors

Beginning October 1, 2010, federal guidance directs compliance with the Transparency Act to report prime and first-tier sub-award data. Prime awardees and sub-awardees of federal financial assistance must report executive compensation data if they meet the statutory reporting thresholds. Attached you will find a copy of the Guidance for Federal Spending Transparency and the MDOT/State Aid Certification Form for Sub-Awards.

Please review the attached guidance in its entirety and complete the attached certification form. Please note that all three items must be met as shown under background on the contained guidance. If all three items are *not* met, check the first blank on the certification form. If all three items *are* met please check the second blank on the certification form and include the names and total compensation of the five most highly compensated officers of the county. Please include the local entity name, the entity DUNS number, sign, date and return no later than **October 20, 2017**.

After completing attached certification form, please send it directly to Kristen Eaton, P O Box 1850, Jackson, MS 39215-1850. If you prefer you can fax completed form to (601)359-7141 (attn Kristen Eaton), or e-mail completed form to keaton@osarc.ms.gov. If you have any questions, please do not hesitate to contact me at (601)359-7150. Thank you in advance for your cooperation.

Yours very truly,



-for

H Carey Webb, P E
State Aid Engineer

**Guidance for Federal Spending Transparency
Subaward and Executive Compensation Data
Reporting Requirements for FFATA Implementation**

Summary

1 Prime awardees and subawardees of federal financial assistance must report executive compensation data if they meet the statutory reporting thresholds. For the Federal-Aid Highway Program, this means that the State, and any subawardees of Federal-Aid funds through the State, are subject to the executive compensation reporting requirement.

- names and total compensation of the five most highly compensated officers of the entity if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards and \$25,000,000 or more in annual gross revenues from Federal awards, and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1).

Background

Beginning October 1, 2010, guidance directs compliance with the Transparency Act to report prime and first-tier subaward data. Federal agencies and prime awardees will report to ensure disclosure of Federal contract and grant subaward and executive compensation data.

The Transparency Act requires information disclosure concerning entities receiving Federal financial assistance through Federal awards such as Federal contracts, sub-contracts, grants, and sub-grants.

Specifically, the Transparency Act's section 2(b)(1) requires the Office of Management and Budget ("OMB") to ensure the establishment of a publicly available website that contains the following information about each Federal award:

- name of the entity receiving the award,
- amount of the award
- information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number, program source, award title, descriptive of the purpose of each funding action,
- location of the entity receiving the award and primary location of performance under the award including city, State, congressional district, and country,
- unique identifier of the entity receiving the award and the parent entity of the recipient should the entity be owned by another entity, and

**MDOT/State Aid Certification Form for Sub-Awards
Executive Compensation Reporting for Transparency Act**

On behalf of the entity named below, I certify that I have personally read and reviewed the executive compensation reporting requirements of the Federal Funding Accountability and Transparency Act of 2006, as amended by Section 6202 of the Government Funding Transparency Act of 2008 [FFATA], and certify under penalty of perjury pursuant to Section 97-9-61, Mississippi Code of 1972, as amended, the following

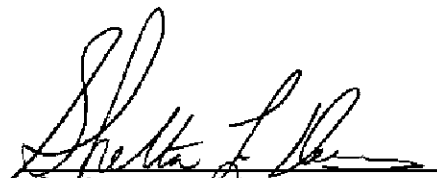
Local Entity Name Clay County MS

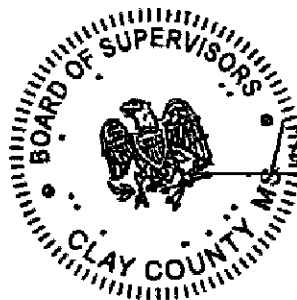
Data Universal Numbering System (DUNS) Number _____ (required)

The local entity listed below receiving federal funds from MDOT/State Aid **does not** meet the executive compensation reporting requirements of the Federal Funding Accountability and Transparency Act of 2006, as amended by Section 6202 of the Government Funding Transparency Act of 2008 [FFATA]

The local entity listed below receiving federal funds from MDOT/State Aid **does** meet the executive compensation reporting requirements of Federal Funding Accountability and Transparency Act of 2006, as amended by Section 6202 of the Government Funding Transparency Act of 2008 [FFATA], listed below are the names and total annual compensation of the five most highly compensated officers of the county

	NAME	TOTAL ANNUAL COMPENSATION
1	_____	_____
2	_____	_____
3	_____	_____
4	_____	_____
5	_____	_____


Local Entity Representative


 Date 1/5/17

NO _____

**IN THE MATTER OF AUTHORIZING AND APPROVING OF THE PROPOSAL
FROM ENVIRONMENTAL EVALUATION & CONTROL**

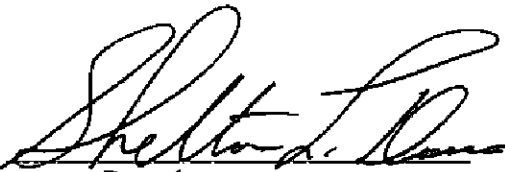
There came on this day for consideration the matter of authorizing and approving of the proposal from Environmental Evaluation & Control

It appears to this Board Roger Pryor, Architect for the County Court Complex Building, is informing the Board of the need to have a Hazardous Material survey completed on the building and,

It appears to this Board Mr Pryor recommended Environmental Evaluation & Control from Columbus, MS who has submitted a proposal as attached hereto as Exhibit A to conduct a Hazardous Material Survey on the said building in the amount of \$4,875 00

After motion by Lynn Horton and second by Luke Lummus this Board doth vote unanimously to authorize and approve of the said Hazardous Material proposal with Environmental Evaluation & Control as attached hereto as Exhibit A

SO ORDERED this the 5th day of October, 2017


President



ENVIRONMENTAL
EVALUATION
& CONTROL

P O BOX 5422
COLUMBUS MS 39704

October 2, 2017

Clay County Board of Supervisors
Attn Amy G Berry
P O Box 815
West Point, MS 39773

RE Asbestos Inspection & Testing
Future County Court Complex
Current Pass It On Building
West Point, Mississippi

Ms Berry

As requested, we are pleased to provide this proposal and fee quotation to inspect and test for asbestos containing material in the building referenced above that is included in the project for renovation. This sampling will be from visible/accessible materials that are considered suspect for asbestos content. No demolition of building components or surfaces will be performed to search for potentially hidden or unknown materials.

SCOPE OF SERVICES

A summary of services to be provided follows:

- 1 On-site inspection to identify visible and accessible materials that are suspect for asbestos content
- 2 Collecting bulk samples by homogenous groupings
- 3 Analysis of bulk samples by a certified NVLAP laboratory
- 4 Prepare and submit copies of a final report to explain all survey findings, summarize testing results, and present laboratory data sheets

COLUMBUS MS 39704 5422 PHONE (662) 378 7286 FAX (662) 327 955

FEE PROPOSAL

Asbestos Inspection, Testing, and Final Report ----- **\$4,875 00**

This fee includes all professional labor services, mobilization, collection of samples, laboratory fees for analytical services, and final report

Please call if you have any questions We will be glad to schedule this at the earliest possible date

Sincerely,

Environmental Evaluation & Control, Inc



Ron Robinson

RR/sp

ENVIRONMENTAL EVALUATION & CONTROL

NO _____

**IN THE MATTER OF AUTHORIZING AND APPROVING TO PAY TICKETS TO
WARREN PAVING INC**

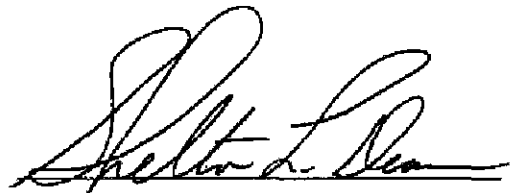
There came on this day for consideration the matter of authorizing and approving to pay tickets to Warren Paving Inc

It appears to this Board Purchase Order No 41565 was issued to Warren Paving Inc in the amount of \$ 1,281 00 for two loads of crush run for the Sanitation Department On September 13, 2017, and,

It appears to this Board once all the tickets and paperwork was turned in three loads of crush run had actually been purchased by the Sanitation Department at a total cost of \$1,703 52 due to Warren Paving Inc

After motion by Luke Lummus and second by Joe Chandler this Board doth vote unanimously to authorize and approve to pay the said invoice to Warren Paving in the amount of \$1,703 52 as attached hereto as Exhibit A

SO ORDERED this the 5th day of October, 2017



President

INVOICE

Invoice #	4487
Date	09/19/17
Customer No	1647
Job #	41565

From Warren Paving Inc
 PO Box 572
 Hattiesburg MS 39403 US

Sold To CLAY COUNTY
 P O BOX 815
 WEST POINT MS 39773 US

Delivered To
 PO 41565

Sale Date	Ticket	Units	UM	Unit Price	Matl Total	Haul Total	Tax Code	Tax	Total
PO #									
MATERIAL 3/4" & Down Base									
09/14/17	W0012844	27 880	TON	21 3500 E	595 24	0 00	MSWPI	0 00	595 24
09/14/17	W0012845	27 380	TON	21 3500 E	584 56	0 00	MSWPI	0 00	584 56
09/14/17	W0012847	24 530	TON	21 3500 E	523 72	0 00	MSWPI	0 00	523 72
Total	"3/4" & Down Base "	79 79	TON		1,703 52	0 00		0 00	1 703 52
Total Invoice					1,703 52	0 00		0 00	1,703 52

Payment Type On Account

35 Pay Terms Net 30 days	Total	1 703 52
---------------------------------	--------------	-----------------

PURCHASE ORDER
CLAY COUNTY
WEST POINT, MS
662-494-3124

Requisition # 24991

OPEN

PO # 41565
Date 9/13/2017

Vendor # 9244

Bill to
CLAY COUNTY SANITATION DEPT
365 COURT ST
PO BOX 815
WEST POINT MS 39773-0000

WARREN PAVING
P O BOX 572

HATTIESBURG MS 39403-0572

Ship to
CLAY COUNTY SANITATION DEPT
365 COURT ST
PO BOX 815
WEST POINT MS 39773-0000

Bid Date

Contract Date

QUANTITY	DESCRIPTION	PRICE	TOTAL
60 00	LOADS OF CRUSH RUN OR 612 001- SANITATION - ESTIMATE 001-	21 35	1281 00

TOTAL AMOUNT OF PURCHASE ORDER 1281 00



Purchase Clerk

ORIGINAL DATE OF PRINT 9/14/2017 10 43 35

PO ORDER
CLAY COUNTY
WEST POINT, MS
662-494-3124

Requisition # 24991

OPEN

PO # 41565
Date 9/13/2017

Vendor # 9244

Bill to
CLAY COUNTY SANITATION DEPT
365 COURT ST
PO BOX 815
WEST POINT MS 39773-0000

WARREN PAVING
P O BOX 572

HATTIESBURG MS 39403-0572

Ship to
CLAY COUNTY SANITATION DEPT
365 COURT ST
PO BOX 815
WEST POINT MS 39773-0000

Bid Date

Contract Date

QUANTITY	DESCRIPTION	PRICE	TOTAL
60 00	LOADS OF CRUSH RUN OR 612 001- SANITATION - ESTIMATE 001-	21 35	1281 00

TOTAL AMOUNT OF PURCHASE ORDER 1281 00

Maude
Purchase Clerk

ORIGINAL DATE OF PRINT 9/14/2017 10 43 35

PURCHASE REQUISITION

CLAY COUNTY PURCHASING

Requisition 24991

P O Box 815, County Courthouse

West Point, MS 39773

662-494-3313

Related Purchase Order No 4175

Sanitation
County Department or Office

9/13/2017
Date

Budget to be Charged
Sanitation

Date Needed

Delivery to

Quantity Requested	Description of Items Requested	(For Purchase Clerk s Use Only)
2	loads 612 crushed gravel	

MY OFFICE PRODUCTS—TUPELO MS 38801

Approved [Signature]
Authorized Signature

PURCHASE REQUISITION

CLAY COUNTY PURCHASING
P O Box 815, County Courthouse
West Point, MS 39773
662-494-3313

Requisition 24991

Related Purchase Order No 41565

Sanitation
County Department or Office

Date 9/13/2017

Budget to be Charged
Sanitation

Date Needed _____

Delivery to _____

Quantity Requested	Description of Items Requested	(For Purchase Clerk s Use Only)
2	loads 6/2 Crush run	
	Gravel	

MY OFFICE PRODUCTS—TUPELO MS 39801

Approved [Signature]
Authorized Signature

RECEIVING REPORT
CLAY COUNTY
 West Point MS 39773

040004

Vendor Warren Paving

Date Received 9-14-17

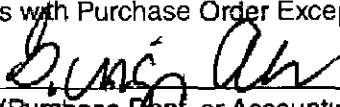
TO BE FILLED IN BY PURCHASE CLERK
 Purchase Requisition Number _____
 Purchase Order Number 41565

Shipped From _____

Shipped Via _____

Quantity Received	Description of Commodities or Services Received
3	Load to Clay Co Sheriff Dept Billed to Sanitation

Received By 
 Receiving Clerk, Inventory Custodian, or Deputy

Agrees with Purchase Order Except as Noted

 Clerk (Purchase Dept or Accounting Dept)

INSTRUCTIONS

- 1 A receiving report shall be prepared and should be delivered (Copy 3) to the purchase clerk no later than noon on the third regular business day after receipt of the commodities or services
- 2 Copy 1 shall be sent to the clerk of the board of supervisors
- 3 Copy 2 shall be sent to the Requisitioning Department (or inventory control clerk if applicable)
 The clerk of the board shall attach the purchase requisition purchase order and receiving report to the vendor's properly itemized invoice prior to entry on the docket of claims
 Copy 4 shall be retained in the office of the receiving clerk.

NOTE Clerk of Board of Supervisors / CANARY Requisition Department / BLUE Purchase Clerk File / PINK Office of Receiving Clerk

RECEIVING REPORT
CLAY COUNTY
West Point MS 39773

040004

Vendor Warren Paving Date Received 9.14-17

Shipped From _____
Shipped Via _____

TO BE FILLED IN BY PURCHASE CLERK
Purchase Requisition Number _____
Purchase Order Number 41505

Quantity Received	Description of Commodities or Services Received
3	Load to Clay Co Sheriff Dept Billed to Sanitation

Received By [Signature]
Receiving Clerk Inventory Custodian or Deputy

Agrees with Purchase Order Except as Noted
[Signature]
Clerk (Purchase Dept or Accounting Dept)

INSTRUCTIONS

- 1 A receiving report shall be prepared and should be delivered (Copy 3) to the purchase clerk no later than noon on the third regular business day after receipt of the commodities or services
- 2 Copy 1 shall be sent to the clerk of the board of supervisors
- 3 Copy 2 shall be sent to the Requisitioning Department (or inventory control clerk if applicable)
- 4 The clerk of the board shall attach the purchase requisition purchase order and receiving report to the vendor s properly itemized invoice prior to entry upon the docket of claims
- 5 Copy 4 shall be retained in the office of the receiving clerk

WHITE Clerk of Board of Supervisors / CANARY Requisition Department / BLUE Purchase Clerk File / PINK Office of Receiving Clerk

RECEIVING REPORT
 CLAY COUNTY
 West Point MS 39773

R40094

Vendor Wm. R. ...

Date Received 9-14-17

Shipped From _____

Shipped Via _____

TO BE FILLED IN BY PURCHASE CLERK	
Purchase Requisition Number	<u>41365</u>
Purchase Order Number	_____

Quantity Received	Description of Commodities or Services Received
3	<u>Land to CL, Co Street 1 - Dilled + Inuit ti</u>

Received By _____
[Signature]
 Receiving Clerk Inventory Custodian or Deputy

Agrees with Purchase Order Except as Noted _____
[Signature]
 Clerk (Purchase Dept or Accounting Dept)

INSTRUCTIONS

- 1 A receiving report shall be prepared and should be delivered (Copy 3) to the purchase clerk no later than noon on the third regular business day after receipt of the commodities or services
- 2 Copy 1 shall be sent to the clerk of the board of supervisors
- 3 Copy 2 shall be sent to the Requisitioning Department (or inventory control clerk if applicable)
- 4 The clerk of the board shall attach the purchase requisition purchase order and receiving report to the vendor's properly itemized invoice prior to entry upon the docket of claims
- 5 Copy 4 shall be retained in the office of the receiving clerk

WHITE Clerk of Board of Supervisors / CANARY Requisition Department / BLUE - Purchase Clerk File / PINK Office of Receiving Clerk

RECEIVING REPORT
CLAY COUNTY
West Point MS 39773

540004

Vendor _____

Date Received 7/17/____

Shipped From _____

Shipped Via _____

TO BE FILLED IN BY PURCHASE CLERK

Purchase Requisition Number _____

Purchase Order Number _____

Quantity Received	Description of Commodities or Services Received

Received By _____
Receiving Clerk, Inventory Custodian or Deputy

Agrees with Purchase Order Except as Noted _____
Clerk (Purchase Dept or Accounting Dept)

INSTRUCTIONS

- 1 A receiving report shall be prepared and should be delivered (Copy 3) to the purchase clerk no later than noon on the third regular business day after receipt of the commodities or services
- 2 Copy 1 shall be sent to the clerk of the board of supervisors
- 3 Copy 2 shall be sent to the Requisitioning Department (or inventory control clerk if applicable)
- 4 The clerk of the board shall attach the purchase requisition purchase order and receiving report to the vendor's properly itemized invoice prior to entry upon the docket of claims
- 5 Copy 4 shall be retained in the office of the receiving clerk

WHITE Clerk of Board of Supervisors / CANARY Requisition Department / BLUE Purchase Clerk File / PINK Office of Receiving Clerk


Warren Paving, Inc

01011 Old Hyway 50 West Point MS 20002 Ph (228) 669 1000

Ticket Number
W0012845

612- 3/4" Down Base Material - Outbound

WN=000028317

Contract	Price	Quantity	Gross \$	321633	09/14/2017
				CLAY COUNTY DISTRICT 2 #1647	
				Driver	ON
Weights -	Instructions		Factor	Grade	+Prem/-Disc
11.50 Gross	86720				
11.42 Tare	31960				
Net	54760				
Tons 27 380		sanitation po 41565			


Warren Paving, Inc

1011 Old Hwy, 50 West Point MS 20002 Ph (228) 669 1000

Ticket Number
W001284

612- 3/4" Down Base Material - Outbound

WN=000028320

Contract	Price	Quantity	Gross \$	321633	09/14/2017
CLAY COUNTY DISTRICT 2 #1647					
			Driver	CN	
Weights -	Instructions	Factor	Grade	+Prem/-Disc	
^{13.4} Gross	80940				
^{13.28} Tare	31880				
Net	49060				
Tons 24 530		po 41585 sanitation			

Warren Paving, Inc

01011 Old Hyway 50 West Point MS 20002 Ph (228) 669-1000

Ticket Number
W0012844

612- 3/4" Down Base Material - Outbound

WN=O00028316

Contract	Price	Quantity	Gross \$	321633	09/14/2017
				CLAY COUNTY DISTRICT 2 #1647	
			Driver	ON	
Weights -		Instructions	Factor	Grade	+Prem/-Disc
10 55 Gross	87720	<i>Buckley</i> po41565 sanitation			
10 46 Tare	31960				
Net	55760				
Tons 27 880					

NO _____

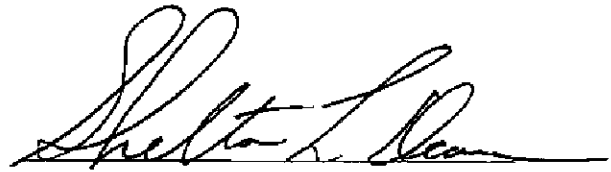
**IN THE MATTER OF AUTHORIZING AND APPROVING THE VETERAN SERVICE
OFFICER TO TRAVEL**

There came on this day for consideration the matter of authorizing and approving the Veteran Service Officer to travel

It appears to this Board the Veteran Service Officer, Charles Tolliver, is requesting this Board's approval to travel to the annual Tri-State Veteran's Service Officers Conference October 12, 2017 in Memphis, TN

After motion by Lynn Horton and second by Joe Chandler this Board doth vote unanimously to authorize and approve of the said travel as requested above and attached hereto as Exhibit A

SO ORDERED this the 5th day of October, 2017



President



DEPARTMENT OF VETERANS AFFAIRS
Medical Center
1030 Jefferson Avenue
Memphis, TN 38104
www.memphis.va.gov

Request to Please
Clarify

September 22, 2017

In Reply Refer To 614 00/PAO

Dear Conference Participant

~~This year's Annual Tri-State Veterans Service Officers Conference will be held on Thursday, October 12, 2017, in the theater at the Veterans Affairs (VA) Medical Center in Memphis, Tennessee. The theater is located on the second floor of the Administration Building, room BW-218.~~

Each year we hold this meeting to provide information updates to officials of this Medical Center's tri-state service area who represent the interests of Veterans, and who are interested in knowing about changes that might have occurred in the laws and regulations governing benefits and services available to Veterans. Our goal is to share, first-hand, how these changes impact the health care services that we provide Veterans at this facility and our community-based clinics. As a State Veterans Affairs Representative, County Service Officer, Congressional Representative, Veterans Benefits Officer, or representative of Veterans in another capacity, you are cordially invited to attend.

Registration begins at 8:15 a.m. The conference will begin promptly at 8:30 a.m. and end at approximately 1:00 p.m. Please allow extra time to reach the meeting area.

Upon receipt of this letter, please contact Ms. Willie Logan, Communications Officer and Congressional Liaison, at (901) 577-7393 to let her know of your plans to attend. Feel free to leave a voicemail message. If you prefer to respond by fax or email, the fax number is (901) 577-7213 and her e-mail address is willie.logan@va.gov. Finally, please let us know if you have specific questions or topics that you would like to have addressed at the meeting when you contact us.

We look forward to seeing you on October 12th.

Respectfully,
/s/
David K. Dunning, MPA
Medical Center Director/CEO

NO _____

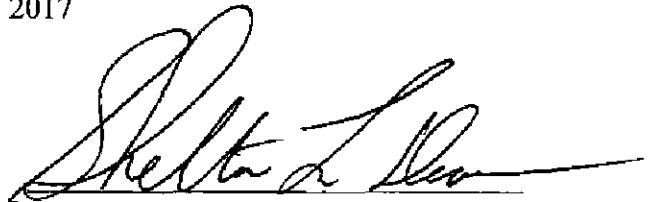
**IN THE MATTER OF AUTHORIZING DEPUTY CHANCERY CLERKS TO TRAVEL
TO STARKVILLE FOR TRAINING**

There came on this day for consideration the matter of Deputy Chancery Clerks to travel to Starkville for Training

It appears to this Board as attached hereto the Center For Governmental Technology is hosting Deputy Chancery Clerk Training at the BOST MSU Extension Center on Friday, October 20, 2017, and the Chancery Clerk, Amy Berry, is requesting authority for three Deputy Clerks to attend the said training, LaFrance Boyd, Nikki Cude, and Vicki Ray

After motion by Lynn Horton and second by Joe Chandler this Board doth vote unanimously to authorize and approve of the said travel for the Deputy Chancery Clerks

SO ORDERED this the 5th day of October, 2017



President



Deputy Chancery Court Clerk Training

October 20, 2017

(Multiple Sites, Please see Registration Form)



Friday, October 20, 2017

9 00 - 9 15 a m

WELCOME AND REMARKS

Randy G Pierce

Director, Mississippi Judicial College
University of Mississippi School of Law

Sumner Davis

Department Head and Governmental Training Specialist
Center for Government and Community Development
Mississippi State University

9 15 - 10 45 a m

THE MENTAL COMMITMENT PROCESS

Cyndi Eubanks

Dr Marc Lewis

Department of Mental Health
Jackson, Mississippi

10 45 - 11 00 a m

BREAK

11 00 a m - 12 00 p m

THE DEPUTY CLERK'S RESPONSIBILITY ON APPEAL

Muriel Ellis

Supreme Court Clerk
Jackson, Mississippi

12 00 - 1 00 p m

LUNCH BREAK

1 00 - 2 30 p m

PROFESSIONAL RESPONSIBILITY ISSUES

Arthur Johnson Clerk

United States District Court
(formerly Madison County Chancery Clerk)
Jackson, Mississippi

2 30 - 2 45 p m

BREAK

2 45 - 4 15 p m

PROFESSIONAL ACCOUNTING PROCEDURES

Emily McNeil

Technical Assistance
State Department of Audit
Jackson, Mississippi

**Registration Form
2017 Deputy Chancery Court Clerk Training
October 20, 2017**

Please return a registration form for each person attending the training program on or before Friday, October 13, 2017. You may submit this form by email or fax to

Linda Beasley lweb@olemiss.edu
 Krista Peynor kbpynor@olemiss.edu
 Fax (601)915-7945

Name _____

County _____

Address _____

Telephone _____

Please indicate which location you will attend

- | | | |
|--------------------------|--|---|
| <input type="checkbox"/> | Panola Co. Extension Office | 245C Eureka Street
Batesville, MS |
| <input type="checkbox"/> | NE MS Research & Extension Center | 5421 MS-145
Verona, MS |
| <input type="checkbox"/> | Delta Research & Extension Center | 82 Stoneville Road
Stoneville, MS |
| <input type="checkbox"/> | Montgomery Co. Extension Office | 608 Summit Street
Wrenona, MS |
| <input type="checkbox"/> | Bost. Extension Center | 150 Bost Drive
Starkville, MS |
| <input type="checkbox"/> | Newton Co. Extension Office | 601 Seventh Street
Decatur, MS |
| <input type="checkbox"/> | Central MS Research & Extension Center | 11207 Springs Road
Lynchburg, MS |
| <input type="checkbox"/> | Pike Co. Extension Office | 1140 North Clark Avenue
Magnolia, MS |
| <input type="checkbox"/> | Forrest Co. Extension Office | 502 Sullivan Drive
Hattiesburg, MS |
| <input type="checkbox"/> | Central Research & Extension Center | 115 Popps Ferry Road
Biloxi, MS |

NO _____

**IN THE MATTER OF RESCINDING THE MOTION OF NAMING THE UNA
COMMUNITY CENTER THE DEANES COMMUNITY CENTER AND FOR THE
CENTER TO BE NAMED THE UNA PARK AND RECREATIONAL CENTER**

There came on this day for consideration the matter of rescinding the motion of naming the Una Community Center the Deanes Community Center and for the Center to be named the Una Park and Recreational Center

It appears to this Board at a prior meeting held by this Board Supervisor Lummus made a motion for the Una Community Center to be named the Deanes Community Center and this Board took action on the said motion, and,

It appears to this Board at this time Supervisor Lummus is requesting this Board to rescind his motion of naming the said Una Center as the Deanes Community Center and for the said center to be named the UNA PARK AND RECREATIONAL CENTER

After motion by Luke Lummus and second by Lynn Horton this Board doth vote unanimously to authorize and approve for the Una Center to be named the UNA PARK AND RECREATIONAL CENTER

SO ORDERED this the 5th day of October, 2017



President

NO _____

IN THE MATTER OF GOING INTO CLOSED SESSION

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

After motion by Lynn Horton and second by Luke Lummus this Board doth vote unanimously to authorize to go into closed session

SO ORDERED this the 5th day of October, 2017



President


NO _____

**IN THE MATTER OF GOING FROM CLOSED SESSION TO EXECUTIVE SESSION
AS ALLOWED UNDER SECTION 25-41-7 OF *THE MISSISSIPPI CODE***

There came on this day for consideration the matter of going from closed session to executive session as allowed under Section 25-41-7 of The Mississippi Code

After motion by Lynn Horton and second by Luke Lummus this Board doth vote unanimously to go from closed session to executive session as authorized in Section 25-41-7 of *the Mississippi Code* to discuss a transaction of business regarding the prospective purchase, sale, or leasing of lands

SO ORDERED this the 5th day of October, 2017



President

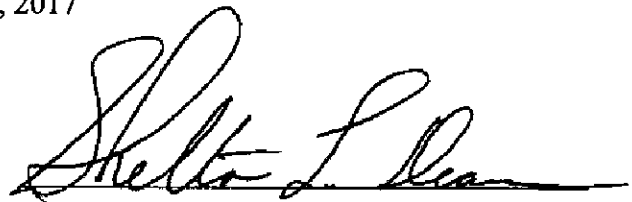
NO _____

IN THE MATTER OF COMING OUT OF EXECUTIVE SESSION

There came on this day for consideration the matter of coming out of Executive Session

After motion by Luke Lummus and second by R B Davis this Board doth vote
unanimously to come out of Executive Session

SO ORDERED this the 5th day of October, 2017

A handwritten signature in black ink, appearing to read "Shelta L. Dean", written over a horizontal line.

President

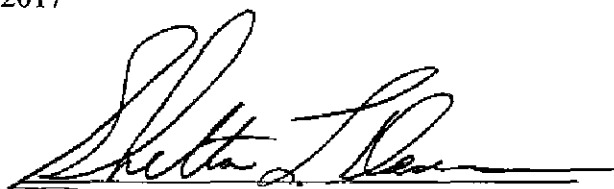
**IN THE MATTER OF AUTHORIZING AND APPROVING TO DESIGNATE ROGER
PRYOR OF PRYOR AND MORROW ARCHITECT AS THE ARCHITECT AND
INSPECTOR OF THE COUNTY COURT COMPLEX BUILDING**

There came on this day for consideration the matter of authorizing and approving to designate Roger Pryor of Pryor Morrow Architect as the Architect and Inspector of the County Court Complex Building

It appears to this Board that this Board wants Roger Pryor of Pryor and Morrow Architect to serve as the Architect of the County Court Complex Building and to serve as the inspector of the County Court Complex Building once Request for Proposals have been accepted and construction has begun

After motion by Luke Lummus and second by Joe Chandler this Board doth vote unanimously to authorize and approve to vote unanimously for Roger Pryor to serve as the Architect and Inspector of the County Court Complex Building on behalf of the County

SO ORDERED this the 5th day of October, 2017

A handwritten signature in black ink, appearing to read "Shelton L. ...", written over a horizontal line.

President

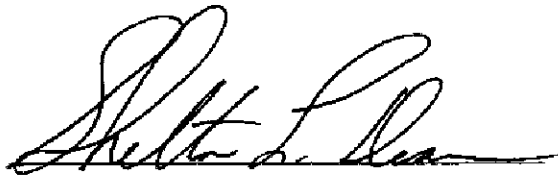
NO _____

**IN THE MATTER OF AUTHORIZING AND APPROVING TO DIRECT BUTLER
SNOW BOND COUNSEL TO DRAFT REQUEST FOR PROPOSALS FOR THE
COUNTY COURT COMPLEX BUILDING**

There came on this day for consideration the matter of authorizing and approving to direct Butler Snow bond counsel to draft a request for proposals for the County Court Complex Building

After motion by Lynn Horton and second by Luke Lummus this Board doth vote unanimously to authorize and approve to direct Butler Snow to prepare Request for Proposals (RFP) for the County Court Complex Building to be mailed out to all local General Contractors to ensure they are given a chance to bid on the renovation of the said building

SO ORDERED this the 5th day of October, 2017



President

NO _____

IN THE MATTER OF RECESSING

There came on this day for consideration the matter of recessing

After motion by R. B Davis and second by Luke Lummus this Board doth vote unanimously to recess until Tuesday, October 10, 2017 at 9 00 at the City of West Point Board meeting room to have a Joint Meeting with the City of West Point Board of Aldermen and the Golden Triangle LINK staff

SO ORDERED this the 5th day of October, 2017

A handwritten signature in cursive script, appearing to read "Shelton L. Lummus".

President