

Minutes, City of Southaven, Southaven, Mississippi

PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF SOUTHAVEN AND CHANDLER'S LAWN SERVICE, INC.

RECITALS

WHEREAS, Section 21-17-5 of the Mississippi Code Annotated (1972) gives the governing authorities of the City of Southaven ("CITY") the care, management and control of the CITY property; and

WHEREAS, Section 69-19-9 of the Mississippi Code Annotated (1972) requires that any person engaging in professional services, including but not limited to "weed control work" shall obtain a license from the Mississippi Department of Agriculture; and

WHEREAS, Section 65-1-75 of the Mississippi Code Annotated (1972) specifically places the responsibility in a municipality to mow the grass of areas beyond the curb lines on highways or streets located within the municipal corporate limits; and

WHEREAS, the CITY desires to maintain the appearance of its property by preventing and eradicating weeds; and

WHEREAS, the CITY desires to maintain and cut the grass and weeds at its utility easements, MDOT right of ways, various CITY right of ways, and the training center utilized by the CITY Police and Fire Department; and

WHEREAS, the CITY desires to contract with Chandler's Lawn Service, Inc. ("CONTRACTOR") to provide right of way/manicure maintenance services and spraying professional services for the CITY; and

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WHEREAS, the CONTRACTOR has the required license and insurance required by the Mississippi Code and as provided the qualifications to the CITY to perform the work which is the scope of this contract; and

WHEREAS, the parties hereto desire to set forth the terms and conditions of this Agreement in writing; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, benefits and obligations set forth in this Agreement, the parties agree and ratify the previous Agreement as follows, to-wit:

SECTION ONE SCOPE OF WORK

CONTRACTOR shall provide all services with the required equipment and chemicals in accordance with and as set forth in the CITY's RFP and CONTRACTOR'S response to RFP, specifically, those responsibilities as set forth in Packages 1 and 2 and as more fully set forth and incorporated in Exhibit A. By way of contract amendment, the CITY reserves the right to modify areas, quantities, intervals and number of activities of work covered. In the event, that the CONTRACTOR is unable to provide the services needed by the CITY, the CITY reserves the right to use a secondary contractor to complete the work required.

SECTION TWO CONTRACT PRICE

For the services performed by CONTRACTOR for Packages 1 and 2 as set forth in Exhibit A, CITY shall pay CONTRACTOR in the amount of \$28,500.00 per month. CONTRACTOR shall provide detailed invoices for the services and description of

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work, prior to receiving compensation from the CITY. Payment by CITY shall be due within forty-five (45) days of invoicing.

SECTION THREE INDEMNITY AND INSURANCE

CONTRACTOR agrees to indemnify and hold harmless CITY, its elected officials, agents, employees, assigns and legal representatives from and against all damages, accidents and injuries to persons or properties caused by CONTRACTOR, its agents, employees or temporary employees or resulting from or in conjunction with CONTRACTOR cleaning such properties for CITY. This Section of this Agreement shall be deemed to survive the expiration or earlier termination of this Agreement. CONTRACTOR shall provide liability and automobile insurance in the minimum amount of \$1,000,000 per occurrence with confirmation thereof to be delivered to CITY prior to commencement of services. CONTRACTOR shall provide worker's compensation and employer's liability insurance at a minimum of \$100,000 per accident. The CITY shall be listed as an additional insured on all policies and any change in insurance shall be communicated to the CITY. All equipment shall be provided to the City and be insured and confirmation provided to the CITY.

SECTION FOUR TERM AND TERMINATION

This Agreement shall become effective upon signature by both parties and shall expire on March 31, 2022, with renewal solely at the CITY option. Either party shall have the right to terminate this Agreement for convenience upon said party giving written notice to the other party ten (10) days in advance. However, the CITY shall have

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the right to immediately terminate the contract upon CONTRACTOR'S failure to submit accurate invoices.

SECTION FIVE ASSIGNMENT

This Agreement shall not be assignable by either party without the prior written consent of the other party.

SECTION SIX ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties hereto with respect to the subject matter of the contract and supersedes and cancels any and all prior oral or written contracts or understandings between the parties with respect to the matters set forth above. This Agreement may be changed and modified only in writing signed by all parties hereto after approval by the CITY Board. The Exhibits attached hereto are specifically made a part of this Agreement.

SECTION SEVEN EFFECT OF AGREEMENT

This Agreement shall inure to the benefit and be binding on the parties, heirs, legal representatives, assignees and successors of the parties.

SECTION EIGHT GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi. The parties shall use good faith efforts to resolve any disputes hereunder. Jurisdiction and venue for all disputes hereunder shall be proper in the federal and state courts having competent jurisdiction in Desoto County, Mississippi.

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SECTION NINE INDEPENDENT CONTRACTOR

CONTRACTOR acknowledges it is an independent contractor and is neither an employee of CITY nor entitled to the same or similar benefits provided to employees of CITY. This Agreement reflects an arms-length transaction. Nothing in this Agreement creates a fiduciary, partnership, joint venture or employment or other agency relationship among the parties. This Agreement is not entered into for the benefit of, nor are any rights granted to, any third party except as expressly provided herein. In this respect, CONTRACTOR further acknowledges it is solely responsible for certain obligations, including but not limited to any and all taxes, withholding and workers compensation.

SECTION TEN COUNTERPARTS

This Agreement may be executed in counterparts which when taken together shall constitute an original.

In Witness thereof, the Parties have entered and signed this Agreement after being duly authorized to do so, this the 20th day of March, 2020.

CITY OF SOUTHAVEN, MISSISSIPPI



Darren Musselwhite, Mayor

CHANDLER'S LAWN SERVICE, INC



David Chandler

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EXHIBIT A

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Darren Musselwhite

From: Bradley Wallace
Sent: Monday, March 02, 2020 4:55 PM
To: Darren Musselwhite
Subject: summary information for recent RFP
Attachments: 20200302232205336.pdf; BLC- 4-12-2013.pdf

Mayor,

Please see the attached copies of Proposal Forms from all respondents to our RFP for Maintenance Services Agreements; also, see the attached copy of the past pricing and agreement with Bearden's firm for property condemnations. In addition to this information, please note that our previous pricing with Green King for spray services was \$10,940.00 per month; and previous pricing with Bearden Integrated Landscaping for grounds and manicured ROW's maintenance services was \$35,500.00 per month.

I have based my recommendation to you and the Board on the following summary:

Package #1 which includes Grounds and Manicured ROW Maintenance

- Chandler's Lawn Service - \$25,120.00
- C4 Landscaping - \$35,500.00
- American Services - \$55,250.00

Package #2 which Includes Chemical Spraying of Grounds and Manicured ROW's

- Chandler's Lawn Service - \$3,800.00
- Green King - \$7,100.00
- American Services - \$28,250.00

Package #3 which includes Condemned Property Maintenance

- Chandler's Lawn Service total hourly combined for personnel with mowing equipment, weed eating equipment and to collect debris/yard waste - \$130.00 per hour
- C4 Landscaping total hourly combined for personnel with mowing equipment, weed eating equipment and to collect debris/yard waste - \$90 per hour
- American Services total hourly combined for personnel with mowing equipment, weed eating equipment and to collect debris/yard waste - \$133.00 per hour

Thank you.

Bradley K. Wallace, AIA
Director of Public Works & Facilities
City of Southaven, Mississippi

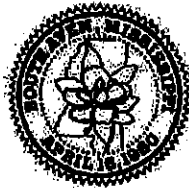
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CITY OF SOUTHAVEN

Top Of Mississippi

Office of Public Works and Facilities

Bradley K. Wallace, AIA
Director



5813 Pepper Chase Dr.
Southaven, MS 38671

Ph. 662-796-2489

Fax 662-796-2493

bwallace@southaven.org

March 17, 2020

**RE: Recommendation for award to Request for Proposals on the scopes of work titled:
REQUEST FOR PROPOSALS FOR MAINTENANCE SERVICES
AGREEMENTS**

Mayor Musselwhite & Board members:

Having received proposals for the referenced scopes and having determined apparent low quotes and best proposals for the multiple packages requested – and as those Proposals are deemed in an appropriate price range for the defined work and budget and all requested qualifications appear to be met, it is my recommendation to you that the City accept the following as the “lowest and best” for the referenced packages as follows:

- **Chandler's Lawn Service, Inc.** for Package No. 1 including the Property and ROW Maintenance locations listed for this scope - bid was \$25,120.00 per month; and for Package No. 2 including Spray services for the locations listed for this scope – bid was \$3,800.00 per month.
- **C4 Landscaping, LLC** for Package No. 3 including services for future property condemnations – bids were as follows:
 - \$40.00 per hour for personnel and mowing equipment
 - \$28.00 per hour for personnel and weed eating equipment
 - \$80.00 per hour for personnel and bush hog equipment
 - \$22.00 per hour for personnel to collect debris / yard waste
 - \$28.00 per hour for personnel and chainsaw equipment

These Vendors will be required to provide all appropriate paperwork and subsequent contracts shall be executed – all as appropriate and based upon your approval.

Bradley K. Wallace, AIA

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Request for Proposals for Maintenance Services Agreements

City of Southaven, Mississippi

Date: February 6, 2020

Property: City of Southaven properties and jurisdictions as indicated herein

Proposals/Quote(s) requested for services noted below by the City of Southaven for Packages as noted.

The City of Southaven may be referred to as the "City of Southaven", "City", or "Owner" throughout this Request for Proposals.

General Specifications

- **Insurance**

All work will be performed in a good workman-like fashion, free from all claims and liens. Contractor agrees to maintain minimum liability and automobile insurance of \$1,000,000 per occurrence as well as workers compensation and employer's liability insurance at a minimum of \$100,000 per accident. Proof of said insurance must be furnished with the signing of this contract. Any changes in any of this coverage shall be reported to the Owner immediately. Owner shall be listed as additional insured.

- **Credentials**

Contractor shall provide proof of all current licensing (including business license), bonding, certification or other required (by local, State or Federal regulatory authority if applicable) credentials to perform any of the services indicated herein. This proof shall be furnished with the signing of this contract and all such credentials shall be maintained current and in good standing for the duration of this contract.

- **Equipment**

Contractor shall provide a list of all equipment owned by their company and all equipment required to be rented (if any) in order to accomplish the scope of work for which they are quoting. Contractor shall also provide a physical address for the location where equipment is stored if it is not the same as the location indicated for their company's main office.

- **Staffing**

Contractor shall provide a staffing plan indicating numbers of personnel and percentages of company employees versus subcontracted workers – all as required to perform the scope of work for which they are quoting. NO CURRENT CITY EMPLOYEES MAY BE EMPLOYED BY AWARDED CONTRACTOR.

- **Experience**

All Contractors providing a quote for this work (any Section or Package scope included herein) shall have a minimum of 3 years of experience for the scope quoted. Contractor shall provide a minimum of 2 references from comparable commercial or governmental clients.

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PACKAGE # 1: GROUNDS & MANICURED RIGHT OF WAYS MAINTENANCE

- Mowing / Landscaping Maintenance

Contractor agrees to perform the following listed services on a weekly rotation (as weather reasonably permits) during the growing season. The following treatments will be completed over 32 weeks on all these properties:

- Main Street / Stateline and I-55 interchange
- Municipal Complex & Park – 8710 Northwest Drive
- Police Station Headquarters – 8691 Northwest Drive
- Police East Precinct – 3164 May Boulevard
- Police West Precinct – 7320 Highway 51
- Special Units Building – 1855 Veterans Drive
- Library – 8554 Northwest Drive
- Municipal Court – 8889 Northwest Drive
- Lots behind Courts – 8889 Northwest Drive
- Cell tower near Court – 8791 Northwest
- Northwest Drive Islands
- Environmental Services / Public Works – 5813 Pepper Chase Drive
- May Boulevard Islands
- Greenbrook Parkway Islands
- Mississippi Valley Boulevard Islands
- Venture Drive Islands
- Southcrest Parkway Islands
- W.E. Ross Parkway – McGowan Drive to Pepper Chase Drive
- Rasco Road and I-55 Sound Wall
- *See attached information for all affected Utilities Department sites included in this contract

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1. Removal of all trash and debris from lawn prior to cutting. Mow all lawn areas at a cutting height of 2.5" to 3" depending on the season and condition, based on **32 cuts**. Any additional cuts will be at the contractors' expense as required to keep the lawn in a presentable condition. In no circumstances will contractor be required to cut the lawn more than once per week.
2. Edge around all drives, walks, and curbs weekly so that edges are neat and free of any overgrowth.
3. Trim around all trees, fences, buildings, etc. as may be required if initial cut with mower does not present an even, neat appearance.
4. Removal of all clippings or cuttings from drives, walks, and curbs and disposal of promptly off site. Contractor will not leave dense pile of clippings or cuttings in any area of the property. **ALL SUCH MATERIAL IS NOT TO BE BLOWN OFF INTO ANY PAVED AREAS WHERE IT COULD FIND ITS WAY INTO THE STORM SEWER SYSTEM. AS NEEDED AND APPROPRIATE, SUCH MATERIAL SHOULD BE BAGGED AND DISPOSED OF OFF SITE.**
5. Remove weeds from common area beds as needed. Hand-pull large weeds and treat small sprouts with legal and approved chemical as necessary.
6. Manicure all trees (up to 15 feet above ground), shrubs, etc. on any City property listed herein to promote a neat and healthy appearance at least 2 times during a calendar year.
7. Advise property representative of dead shrubbery and planting materials and remove as necessary after consultation.
8. Advise property representative of dead trees and present proposal for removal if over 15 feet in height.
9. Manicure of shrubs will be done as needed, approximately every 6 weeks.
10. **At a minimum spray legal and approved product to kill weeds as needed along fence lines or other edges if properties receive no other spraying services and/or between treatments if needed for weed control.**

- **Winter Services**

Contractor agrees to perform the following services on a weekly basis (as weather permits) during non-growing season. The following treatments will be completed on all the same properties as listed above:

1. Removal of all trash and debris from property. Mow any lawn areas at a cutting height of 2.5" to 3" depending if unseasonable weather or other condition results in tall grass conditions or other unsatisfactory conditions. **These mowing cuts will be above and beyond the 32 cuts and at the contractors' expense as required to keep the lawn in a presentable condition.** In no circumstances will contractor be required to cut the lawn more than once per week.
2. Edge around all drives, walks, and curbs weekly so that edges are neat and free of any overgrowth.
3. Trim around all trees, fences, buildings, etc. as may be required if initial cut with mower does not present an even, neat appearance.

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- 4. Removal of all clippings or cuttings from drives, walks, and curbs and will dispose of properly off site. Contractor will not leave dense pile of clippings or cuttings in any area of the property. **ALL SUCH MATERIAL IS NOT TO BE BLOWN OFF INTO ANY PAVED AREAS WHERE IT COULD FIND ITS WAY INTO THE STORM SEWER SYSTEM. AS NEEDED AND APPROPRIATE, SUCH MATERIAL SHOULD BE BAGGED AND DISPOSED OF OFF SITE.**
- 5. Remove weeds from common area beds as needed. Hand-pull large weeds and treat small sprouts with chemical as necessary.
- 6. Prune all trees (up to 15 feet above ground), shrubs, etc., as needed to promote a neat and healthy appearance at least monthly.

- **Seasonal Flowers**

In the Spring and Fall, flowers will be included to add seasonal color to the properties that currently have such flowers and landscape materials. Additional flats may be requested in writing by authorized representative of the property and will be installed at cost by the contractor.

- **Mulch**

Install mulch around trees and flower beds throughout the properties where Seasonal Flowers are placed at least twice a year. Mulch should be such depth to deter the growth of weeds and present a favorable appearance. Pine Straw or Mulch will be added as needed.

Contractor agrees to perform the following listed services on a **2 WEEK** rotation (as weather reasonably permits) during the growing season. The following treatments will be completed over **32 weeks** on all these areas and properties:

MANICURED RIGHT OF WAYS

- **TOWN & COUNTRY AND SOUTHVIEW**
- **HIGHWAY 51 & MISSISSIPPI VALLEY BOULEVARD**
- **GOODMAN & I-55 INTERCHANGE**
- **CHURCH & I-55 INTERCHANGE**
- **CENTRAL PARKWAY (BOULEVARDS & NORTH SIDE)**

- 1. Removal of all trash and debris from lawn prior to cutting. Mow all lawn areas at a cutting height of 2.5" to 3" depending on the season and condition, based on **16 cuts**. Any additional cuts will be as required and as directed by the City. In no circumstances will contractor be required to cut the lawn more than once per week. Edge around all streets, walks, and curbs so that edges are neat and free of any overgrowth.
- 2. Trim around all natural and built structures as may be required if initial cut with mower does not present an even, neat appearance.
- 3. Removal of all clippings or cuttings from drives, walks, and curbs and will dispose of promptly off site. Contractor will not leave dense pile of clippings or cuttings in any area of the property. **ALL SUCH**

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MATERIAL IS NOT TO BE BLOWN OFF INTO ANY PAVED AREAS WHERE IT COULD FIND ITS WAY INTO THE STORM SEWER SYSTEM. AS NEEDED AND APPROPRIATE, SUCH MATERIAL SHOULD BE BAGGED AND DISPOSED OF OFF SITE.

4. Advise City representative of dead trees or other conditions that might affect public health, safety and welfare.

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PACKAGE #2: CHEMICAL SPRAYING OF GROUNDS & MANICURED RIGHT OF WAYS

- Chemical Programs

The following properties will receive complete lawn chemical applications as noted herein:

- Main Street / Stateline and I-55 interchange
- Municipal Complex & Park – 8710 Northwest Drive
- Police Station Headquarters – 8691 Northwest Drive
- Police East Precinct – 3164 May Boulevard
- Police West Precinct – 7320 Highway 51
- Special Units Building – 1855 Veterans Drive
- Library – 8554 Northwest Drive
- Municipal Court – 8889 Northwest Drive
- Lots behind Courts – 8889 Northwest Drive
- Cell tower near Court – 8791 Northwest
- Northwest Drive Islands
- Environmental Services / Public Works – 5813 Pepper Chase Drive
- May Boulevard Islands
- Fire Station 1 – 1940 Stateline
- Common areas on Tchulahoma Rd, north of Goodman
- Fire Station 2 – 7980 Swinnea
- Common areas on Central Blvd. behind fences
- Fire Station 3 – 6050 Elmore
- Common area on Swinnea Rd, south of Goodman
- Fire Station 4 – 6450 Getwell
- Common area on Swinnea Rd, north of Goodman
- Greenbrook Parkway Islands
- Mississippi Valley Boulevard Islands
- Venture Drive Islands
- Southcrest Parkway Islands
- W.E. Ross Parkway – McGowan Drive to Pepper Chase Drive
- Rasco Road and I-55 Sound Wall
- *See attached information for all affected Utilities Department sites included in this contract

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This scope also applies to all areas identified by these documents as Manicured Right of Ways to the extent that such areas will receive 2 Post-emergent treatments per season for the 32 week period generally covered by this work scope.

The following application information and direction is based on past services rendered – any updates or upgrades to recommendation from governing and regulatory authorities having jurisdiction over chemical applications as noted herein shall be adhered to and considered to be part of this specification:

Application #1: Apply Prodiamine & Attrazine Pre-Emerge with a pattern indicator Dye.

Application #2: Apply Prodimane Pre-Emerge weed control mixed with a Phenoxy Herbicide consisting of Active Ingredients:

Dimethylamine salt of 2,4-dichlorophenoxyacetic acid.....	30.56%
Dimethylamine salt of (+)-(R)-2-(2-methyl-4-chlorophenoxy) propionic acid.....	8.17%
Dimethylamine salt of dicamba: 3,6-dichloro-o-anisic acid.....	2.77%

As needed to control broadleaf weeds with a Pattern indicator dyes.

Application #3: A balanced fertilizer to encourage proper plant development and supply necessary nutrients for increased root growth and turf density as well as a Post-Emerge.

Application #4: A balanced fertilizer to encourage proper plant development and supply necessary nutrients for increased root growth and turf density. Apply a sulfenurea herbicide to control edges, as well as apply a post-emerge herbicide to control unwanted grassy weeds.

Application #5: A balanced fertilizer to encourage proper plant development and supply necessary nutrients for increased root growth and turf density. Apply a sulfenurea herbicide to control edges, as well as apply a post-emerge herbicide to control unwanted grassy weeds.

Application #6: Apply a Prodiamine & Simazine mixture pre-emerge weed control and a Phenoxy herbicide consisting of Active Ingredients:

Dimethylamine salt of 2,4-dichlorophenoxyacetic acid.....	30.56%
Dimethylamine salt of (+)-(R)-2-(2-methyl-4-chlorophenoxy) propionic acid.....	8.17%
Dimethylamine salt of dicamba: 3,6-dichloro-o-anisic acid.....	2.77%

Application #7: Replenishes the soil with much needed LIME to increase the PH robbed throughout the year allowing the fertilizer to be absorbed at an optimal rate. Also apply Image Herbicide to kill Onion bulbs.

3 applications of Pre-Emerge in the beds timed throughout the year to help prevent any weeds from encroaching shrubs and ornamental flowers.

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PACKAGE #3: CONDEMNED PROPERTY MAINTENANCE

The City of Southaven intends to hire services from a Vendor to address the following based upon a unit price per hour for labor and equipment required to complete work as noted herein.

This work shall be performed on properties duly condemned by the City and identified to the awarded Vendor on a regular basis as appropriate. The work shall include but not be limited to:

- Collection and Removal of all trash and debris from site
- Mowing of grass to City standards – push mowers, riding mowers, bush hog – as needed
- Weed eating to City standards
- Collection and Removal of all yard waste from site
- Removing trees or other large vegetation or objects as required

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PROPOSAL FORM

- **Package #1 Price:**

The price of services for ALL outlined in this scope throughout the year is \$_____ monthly.

- **Package #2 Price:**

The price of services for ALL outlined in this scope throughout the year is \$_____ monthly.

- **Package #3 Price:**

The price of services for ALL outlined in this scope throughout the year is:

1. Unit price for personnel and mowing equipment: \$_____ per hour
2. Unit price for personnel and weed eating equipment: \$_____ per hour
3. Unit price for personnel and bush hog equipment: \$_____ per hour
4. Unit price for personnel to collect debris and/or yard waste: \$_____ per hour
5. Unit price for personnel and chainsaw equipment: \$_____ per hour

- **Combined Pricing as noted:**

The price to combine Packages as indicated above for the year is \$_____ monthly.

This is for Packages ____ and ____ and ____

Submitting Contractor and contact information:

The City of Southaven, Mississippi reserves the right to reject any and all quotes for the aforementioned services as described herein as well as waive any irregularities for acceptance of any and all proposals/quotes. Furthermore, the City of Southaven also reserves the right to negotiate with multiple parties for any or all these services; however, the City of Southaven may enter into one contract or multiple contracts for various services for the express benefit of the City's interest. In addition to the price quoted above for the services described herein, the City shall also consider experience, personnel available, references for performance, and any other means the City and its representatives deem appropriate in making a decision to award to the best overall proposal. Therefore, along with proposals and quotes, each response should include qualifications for review. The City of Southaven reserves the right to increase the scope or decrease the scope of the services when negotiating the contract. The term of the contract will be determined during the contract negotiations.

Once an agreement is signed, either party may have the right within 10 days written notice to cancel the contract with or without cause. Any legal disputes resulting in Court proceedings shall be handled in the appropriate Court within DeSoto County, Mississippi or Federal Northern District for Mississippi.

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Utility Department Maintenance Areas for the City of Southaven, Mississippi



February 2020

Prepared By:



5779 Getwell Rd. Bldg B.
Southaven, MS 38632

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UTILITY DEPARTMENT MAINTENANCE AREAS

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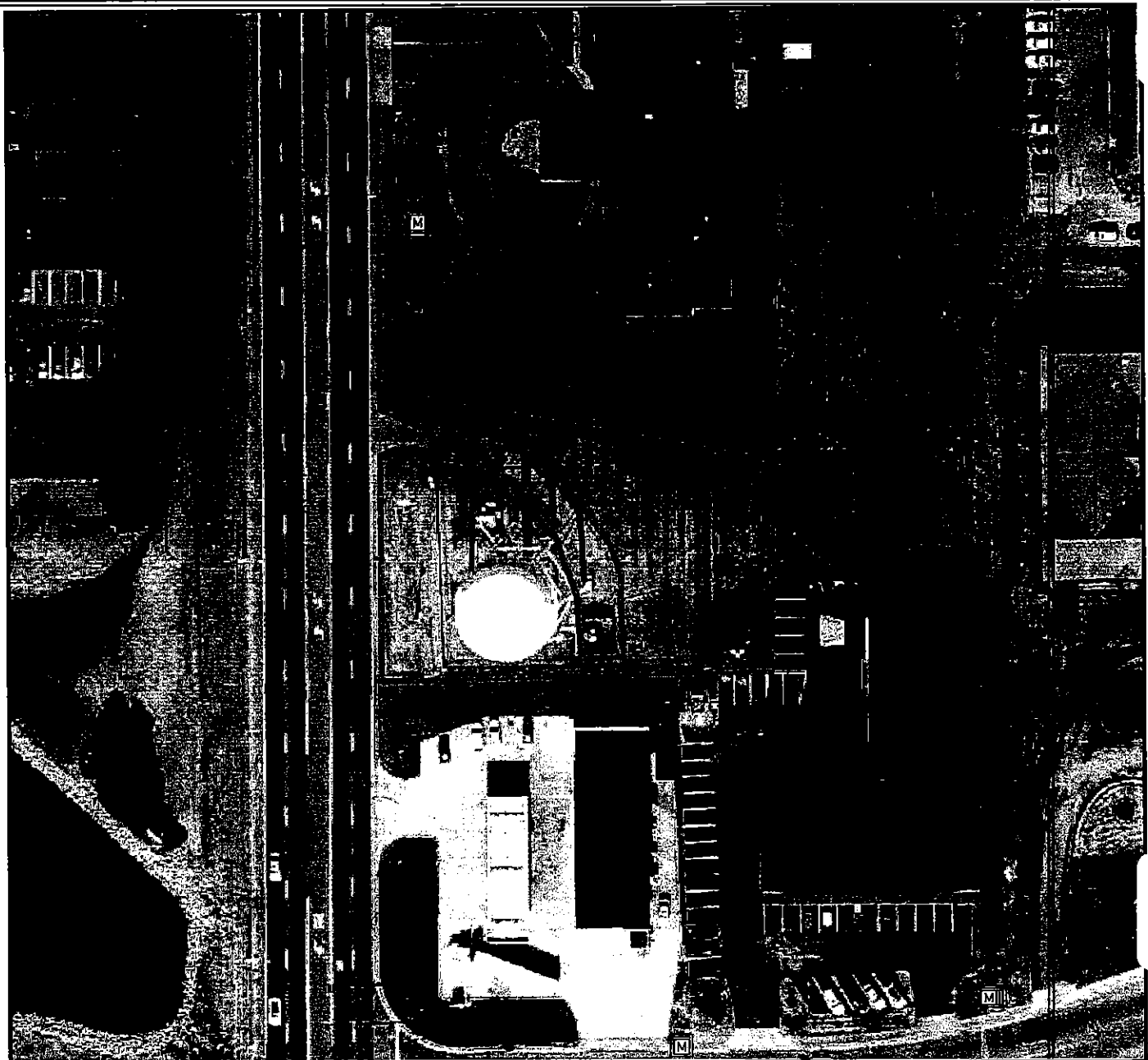
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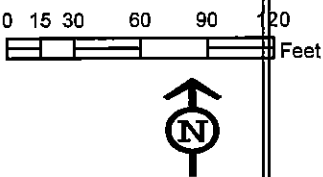
Airways Water Tower

Address: 7696 Airways Blvd
Area: 26168 sq ft

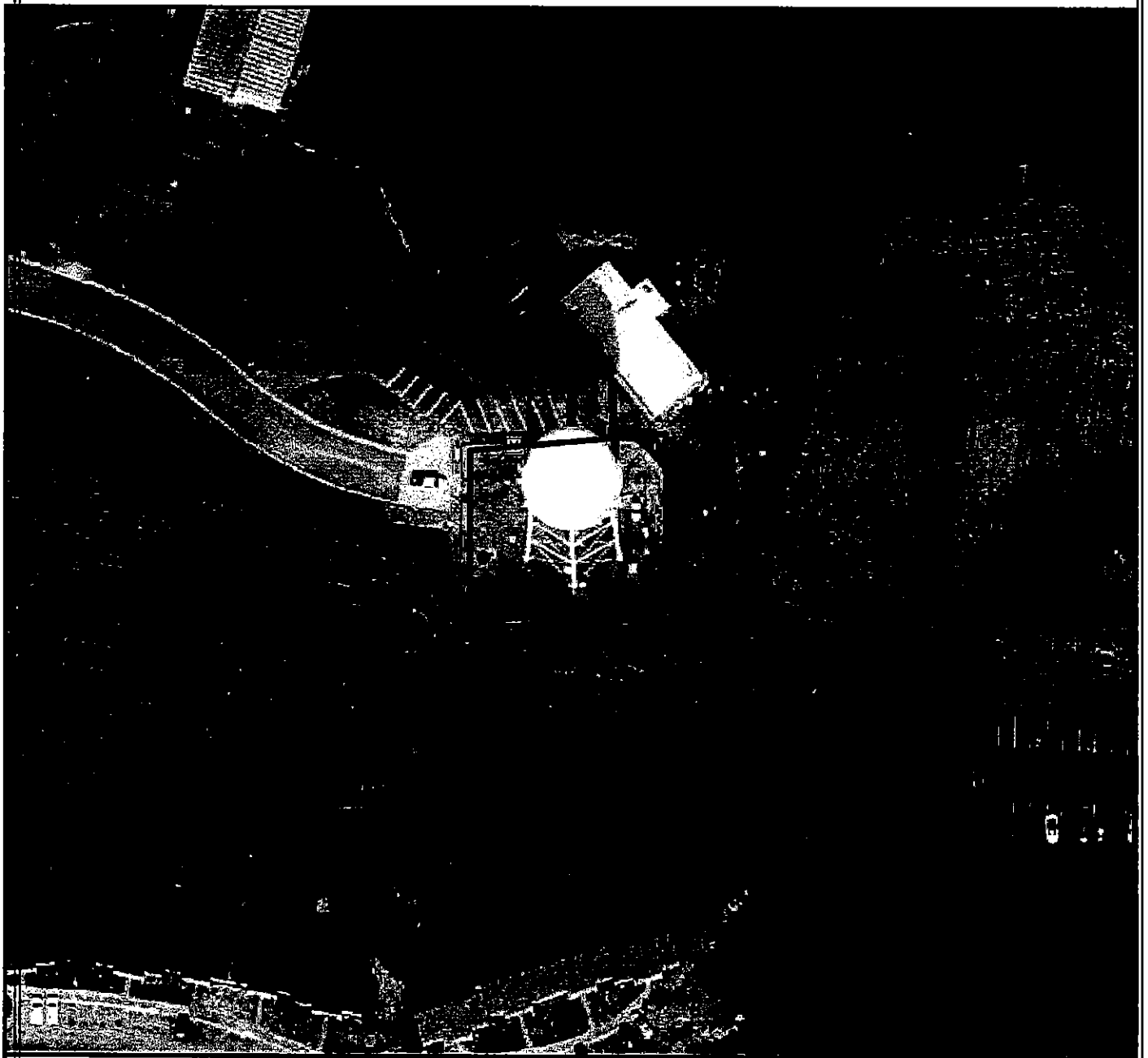
Work Description:

Maintain defined area: mow/weedeat/spray as needed.

Maintain fencelines so no growth encroaches on fence.



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Brookhaven Water Tower

Address: 1281 Brookhaven Dr.

Area: 10949 sq ft

Work Description:

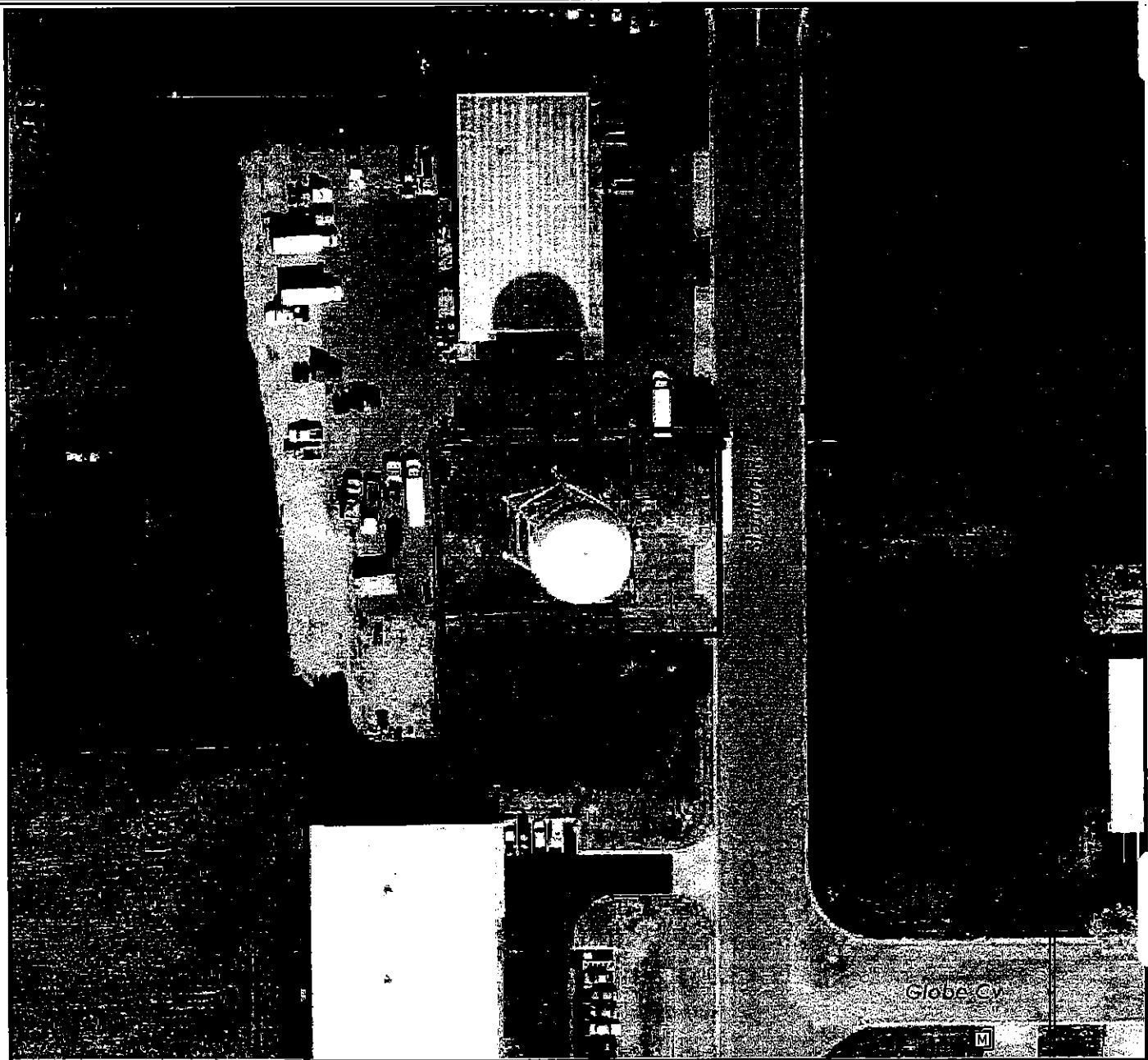
Maintain defined area: mow/weedeat/spray as needed.

Maintain 3' border on either side of drive: spray/cut as needed.

0 15 30 60 90 120
Feet



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Freeport Water Tower

Address: 8989 Stanton Rd
Area: 17546 sq ft

Work Description:

Maintain defined area: mow/weedeat/spray as needed.

Maintain fencelines so no growth encroaches on fence.

0 15 30 60 90 120
Feet



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Getwell Rd Water Plant/Tower

Address: 5850 Getwell Rd

Area: 48384 sq ft

Work Description:

Maintain defined area: mow/weedeat/spray as needed.

Maintain any gravel areas (including drive): spray as needed.

Prune crape myrtles, shrubbery, and small ornamental trees as needed.

0 35 70 140 210 280
Feet



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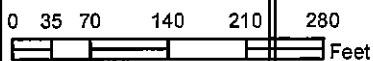


Greenbrook Water Tower

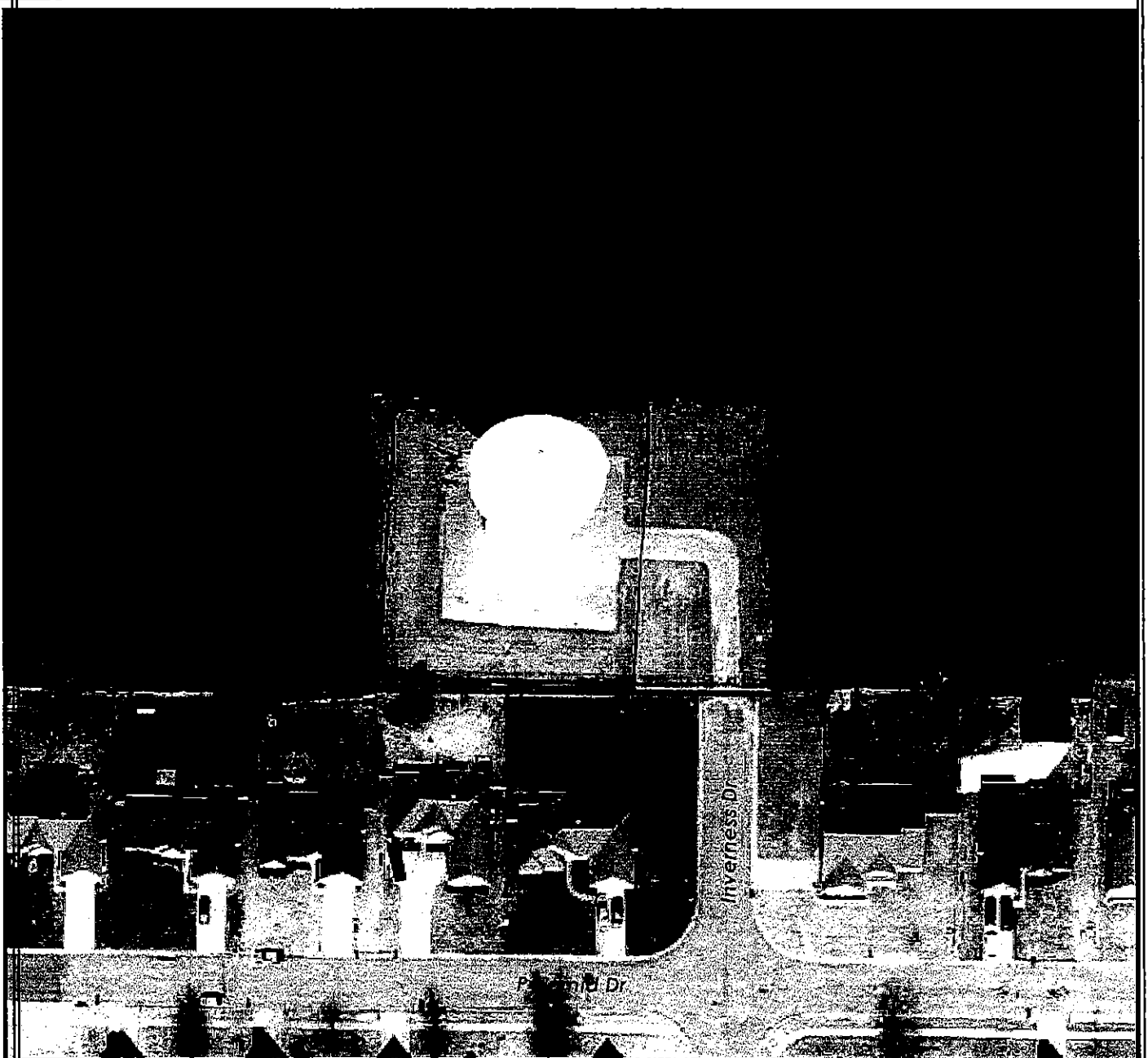
Address: 8440 Greenbrook Pkwy
Area: 114851 sq ft

Work Description:

Maintain defined area: mow/weedeat/spray as needed.



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Rutland Pointe Water Tower

Address: 8507 Inverness Dr

Area: 38908 sq ft

Work Description:

Maintain defined area: mow/weedeat/spray as needed.

0 15 30 60 90 120
Feet



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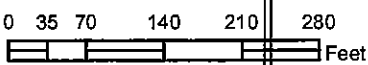


Starlanding Water Tower

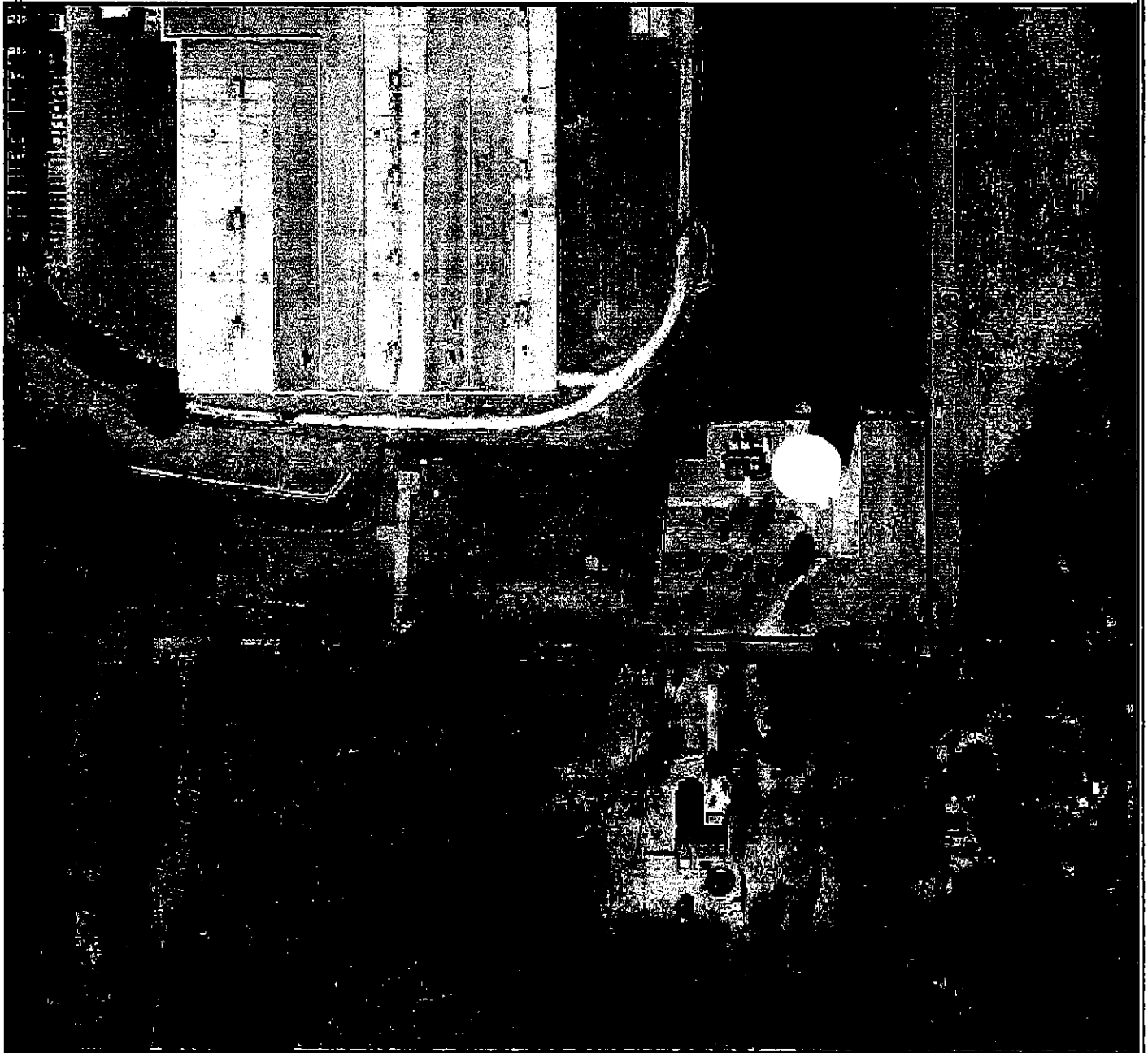
Address: 2017 Starlanding Road East
Area: 68534 sq ft

Work Description:

Maintain defined area: mow/weedeat/spray as needed.



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College Rd Water Plant

Address: 170 College Rd

Area: 158180 sq ft

Work Description:

Maintain defined area: mow/weedeat/spray as needed.

Maintain any gravel areas (including drive): spray as needed.

Prune crape myrtles, shrubbery, and small ornamental trees as needed.

0 35 70 140 210 280
Feet



Minutes, City of Southaven, Southaven, Mississippi

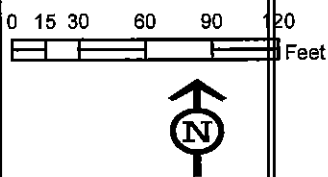


Greenbrook Water Plant

Address: 7525 Greenbrook Pkwy
Area: 69086 sq ft

Work Description:

Maintain defined area: mow/weedeat/spray as needed.
Maintain any gravel areas (including drive): spray as needed.
Prune crape myrtles, shrubbery, and small ornamental trees as needed.



Minutes, City of Southaven, Southaven, Mississippi



Whitworth Water Treatment Plant

Address: 8779 Whitworth St

Area: 62424 sq ft

Work Description:

Maintain defined area: mow/weedeat/spray as needed.

Prune crape myrtles, shrubbery, and small ornamental trees as needed.

Maintain fencelines so no growth encroaches on fence.

0 35 70 140 210 280
Feet



Minutes, City of Southaven, Southaven, Mississippi



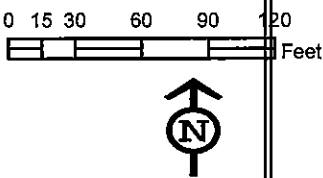
Castle Ridge Lift Station

Address: Chancey Cove Lot 4 & 5
Area: 62987 sq ft

Work Description:

Maintain defined area: mow/weedeat/spray as needed.

Maintain fencelines so no growth encroaches on fence.



Minutes, City of Southaven, Southaven, Mississippi



Central Park Lift Station

Address: 8157 Park Pike Dr

Area: 3589 sq ft

Work Description:

Maintain defined area: mow/weedeat/spray as needed.

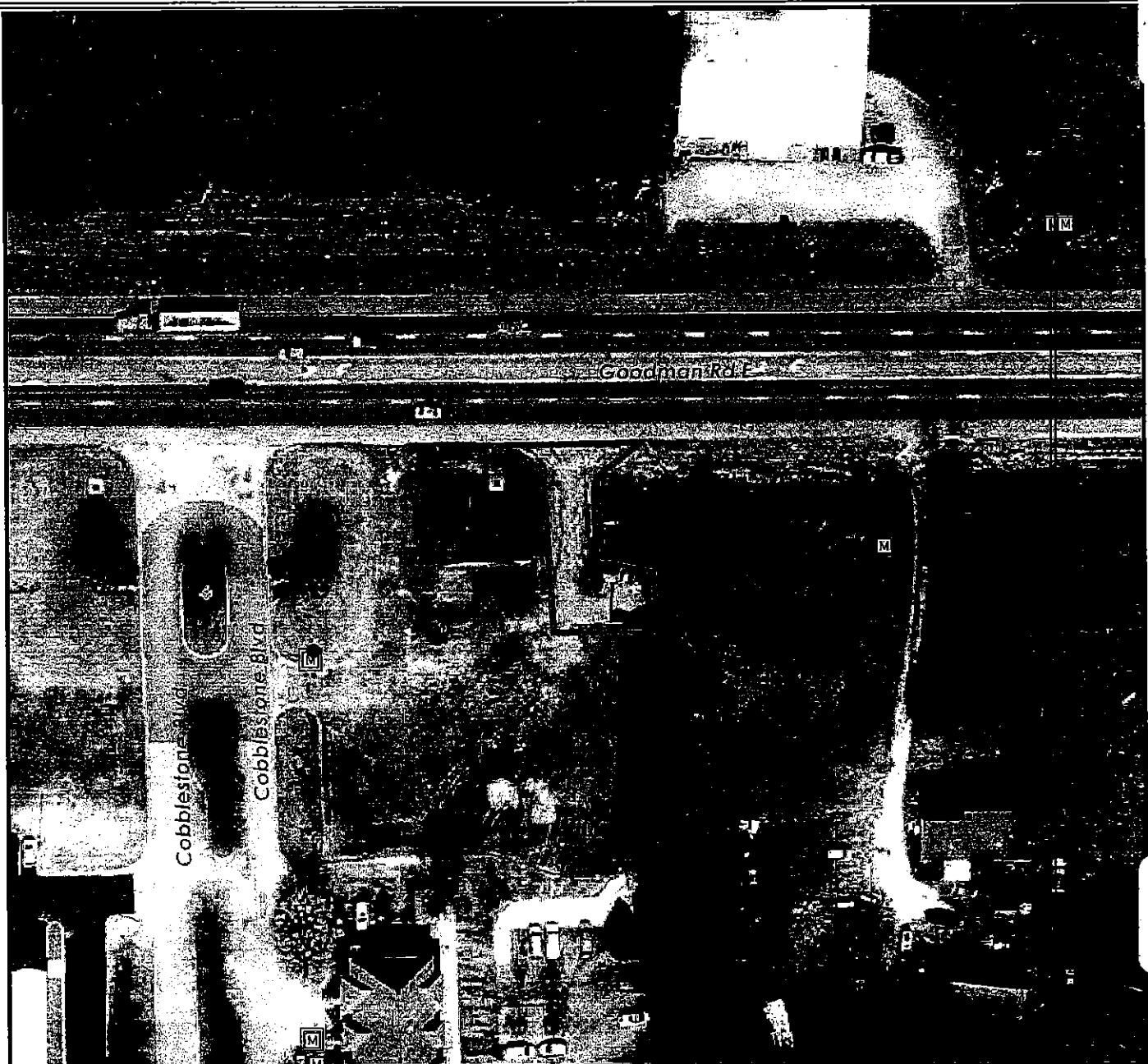
Maintain any gravel areas (including drive): spray as needed.

Maintain 3' border on either side of drive: spray/cut as needed.

0 15 30 60 90 120
Feet



Minutes, City of Southaven, Southaven, Mississippi

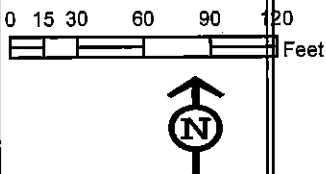


Cobblestone Lift-Station

Address: 3541 Goodman Rd
Area: 4442 sq ft

Work Description:

Maintain defined area: mow/weedeat/spray as needed.
Maintain any gravel areas (including drive): spray as needed.
Maintain 3' border on either side of drive: spray/cut as needed.
Maintain fencelines so no growth encroaches on fence.



Minutes, City of Southaven, Southaven, Mississippi



Getwell Road Lift Station

Address: 8182 Getwell Rd

Area: 1361 sq ft

Work Description:

No mowing: spray/cut defined area as needed.

Maintain any gravel areas (including drive): spray as needed.

Maintain fencelines so no growth encroaches on fence.

0 15 30 60 90 120
Feet



Minutes, City of Southaven, Southaven, Mississippi



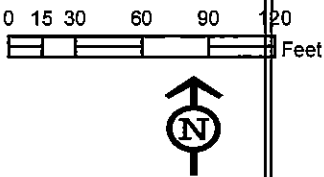
Getwell & Stateline Lift Station

Address: 8947 Getwell Road
Area: 222 sq ft

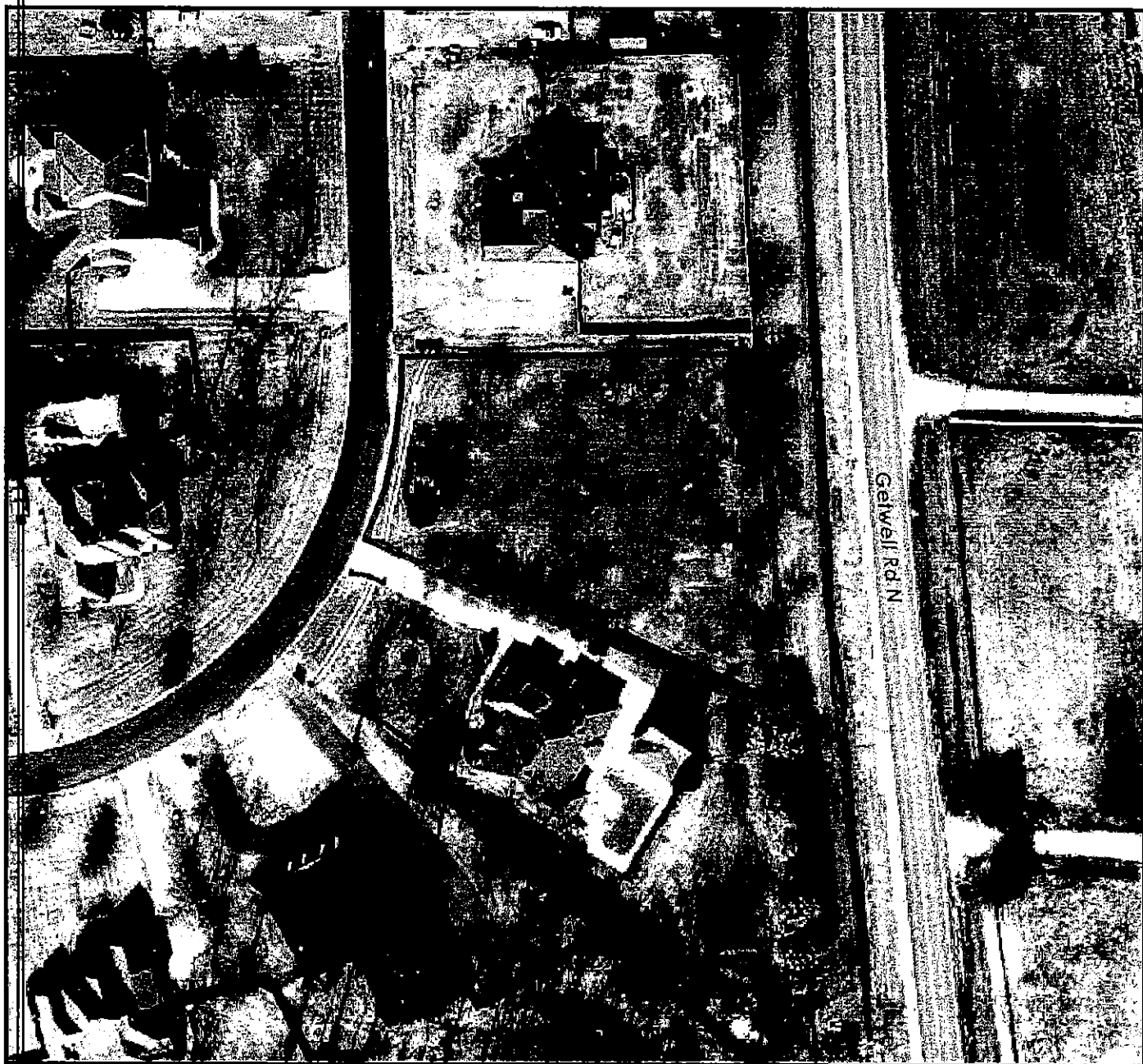
Work Description:

No mowing: spray/cut defined area as needed.
Maintain any gravel areas (including drive): spray as needed.

Maintain fencelines so no growth encroaches on fence.



Minutes, City of Southaven, Southaven, Mississippi

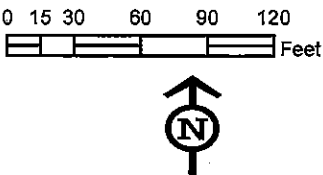


Grove Meadows Lift Station

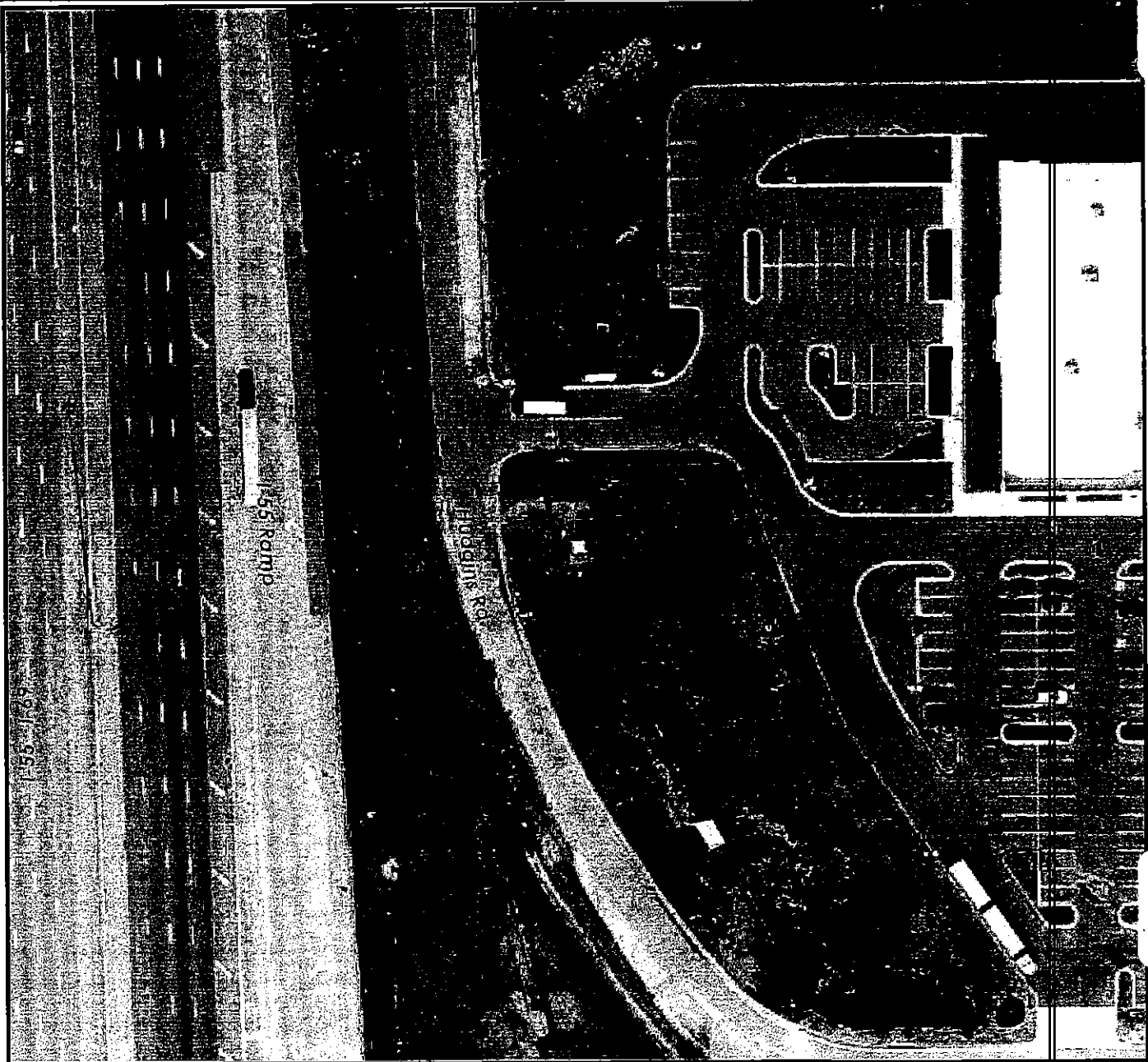
Address: 2082 Manning Circle South
Area: 31975 sq ft

Work Description:

Maintain defined area: mow/weedeat/spray as needed.



Minutes, City of Southaven, Southaven, Mississippi

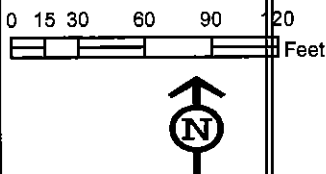


Hudgins Road Lift Station

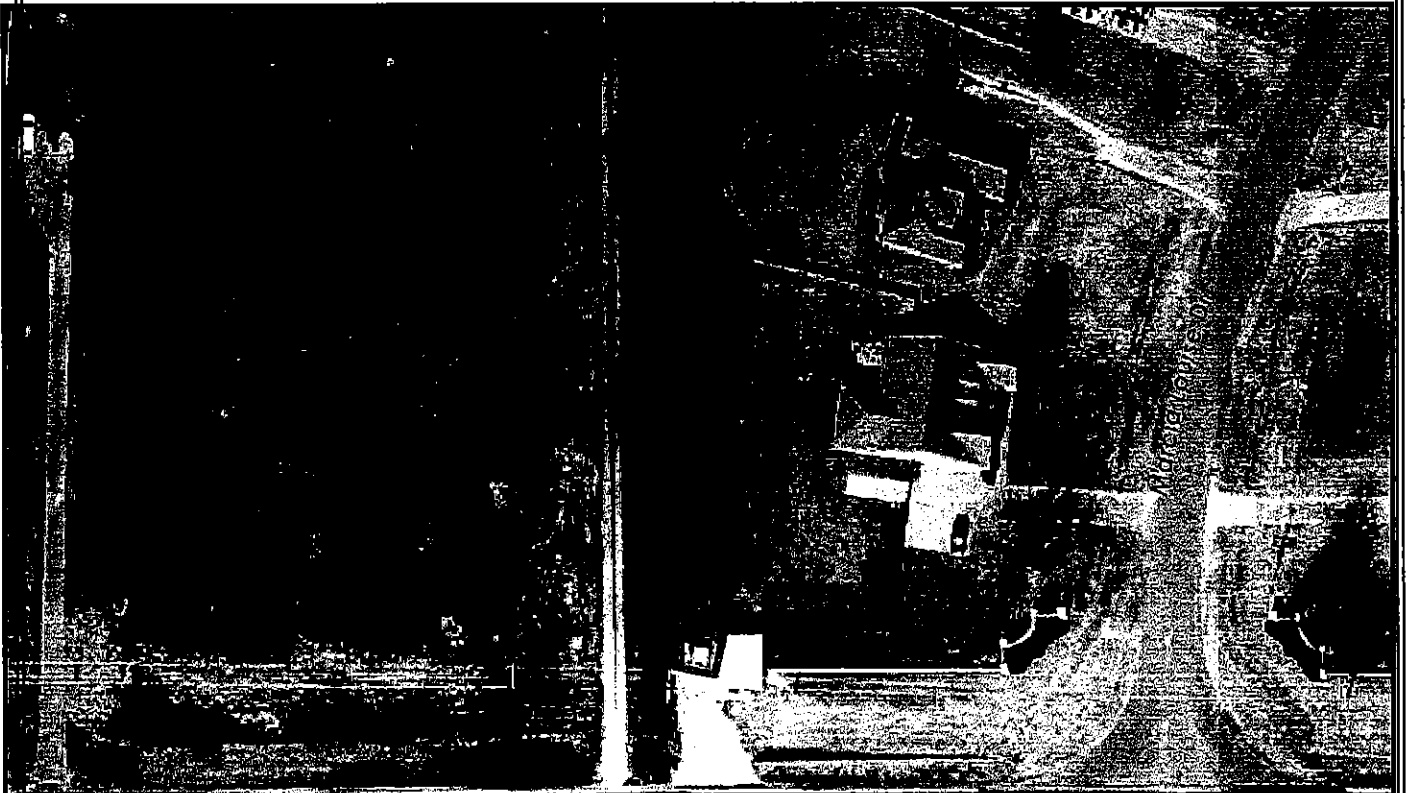
Address: Hudgins Road
Area: 941 sq ft

Work Description:

Maintain defined area: mow/weedeat/spray as needed.
Maintain any gravel areas (including drive): spray as needed.



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Lakes of Nicholas Lift Station

Address: 1928 Star Landing Rd E

Area: 386 sq ft

0 15 30 60 90 120
Feet



Work Description:

No mowing: spray/cut defined area as needed.

Maintain any gravel areas (including drive): spray as needed.

Maintain fencelines so no growth encroaches on fence.

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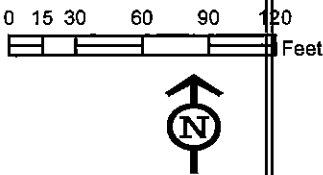


Lauderdale Estates Lift Station

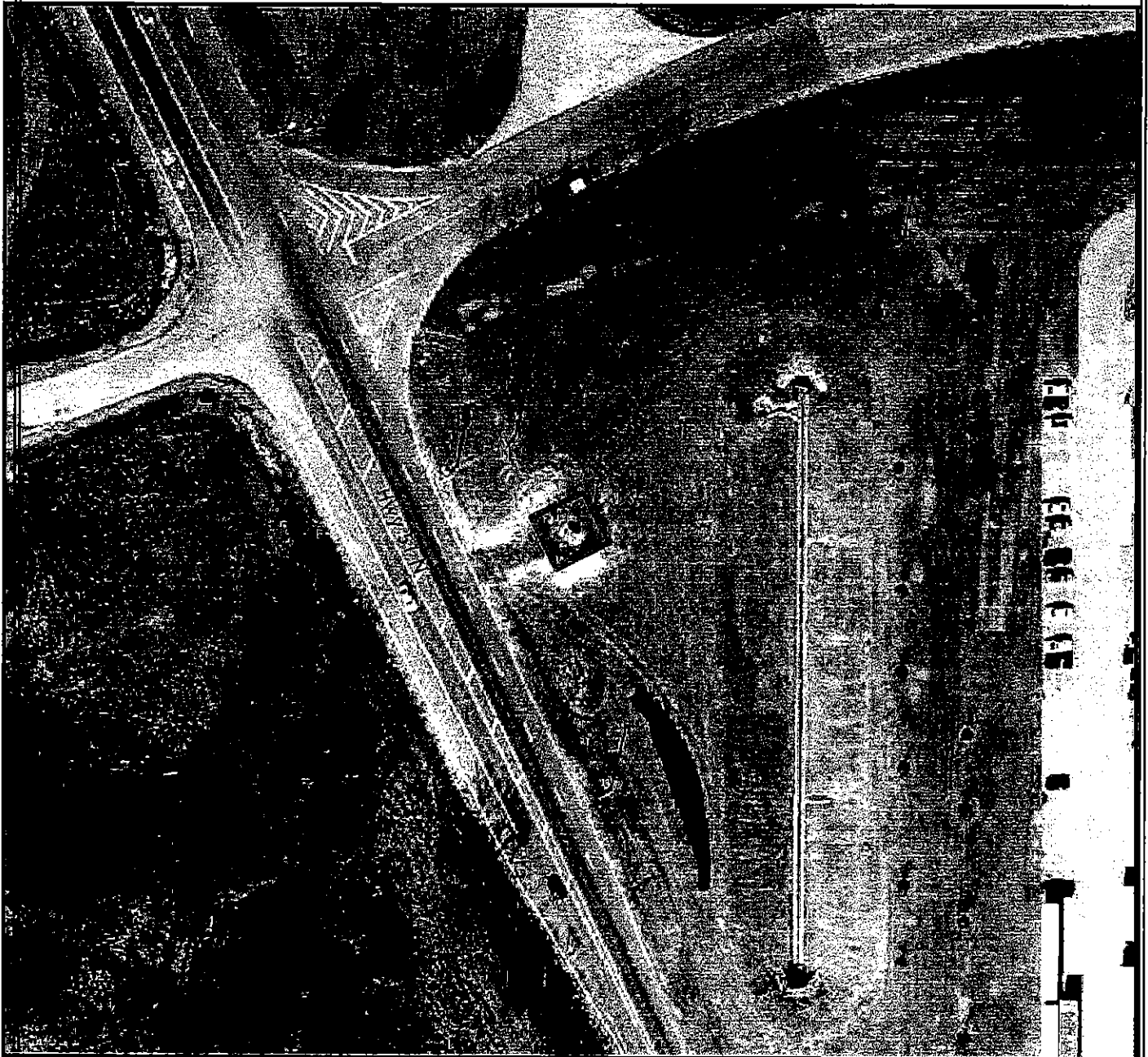
Address: 303 Long Street
Area: 8735 sq ft

Work Description:

Maintain defined area: mow/weedeat/spray as needed.
Maintain any gravel areas (including drive): spray as needed.



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Research Drive Lift Station

Address: 699 Research Drive

Area: 1004 sq ft

Work Description:

No mowing: spray/cut defined area as needed.

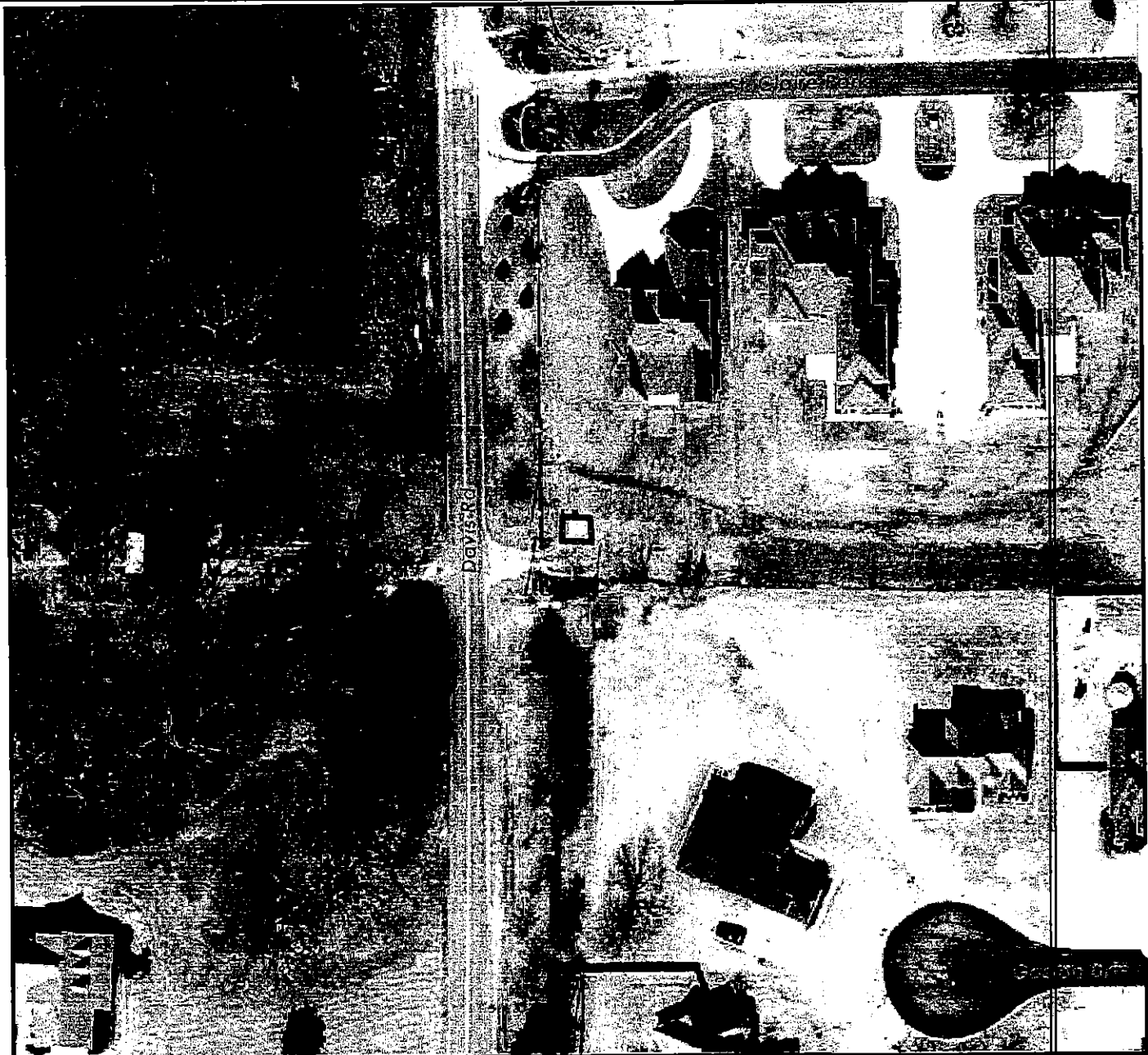
Maintain any gravel areas (including drive): spray as needed.

Maintain fencelines so no growth encroaches on fence.

0 15 30 60 90 120
Feet



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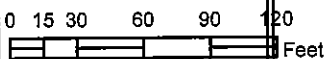


St. Claire Lift Station

Address: 4154 Davis Road
Area: 213 sq ft

Work Description:

No mowing: spray/cut defined area as needed.
Maintain any gravel areas (including drive): spray as needed.



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Tchulahoma Road Lift Station

Address: 6854 Tchulahoma Rd.

Area: 2323 sq ft

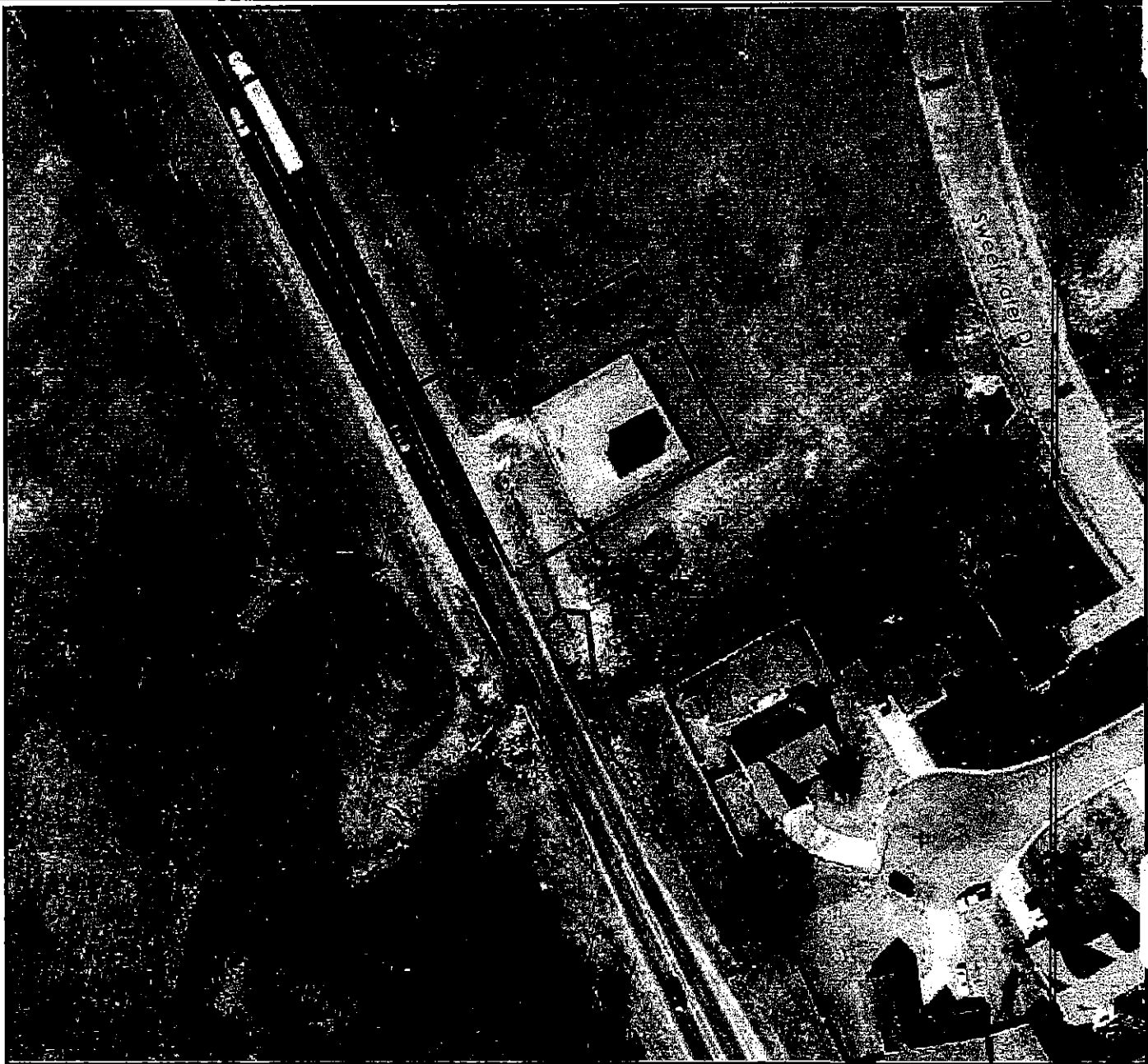
0 15 30 60 90 120
Feet



Work Description:

Maintain any gravel areas (including drive): spray as needed.

Maintain fencelines so no growth encroaches on fence.



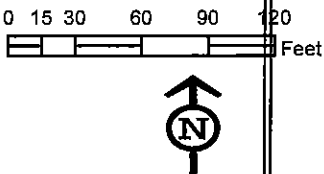
Trinity Lakes Lift Station

Address: 4164 Highway 51
Area: 18084 sq ft

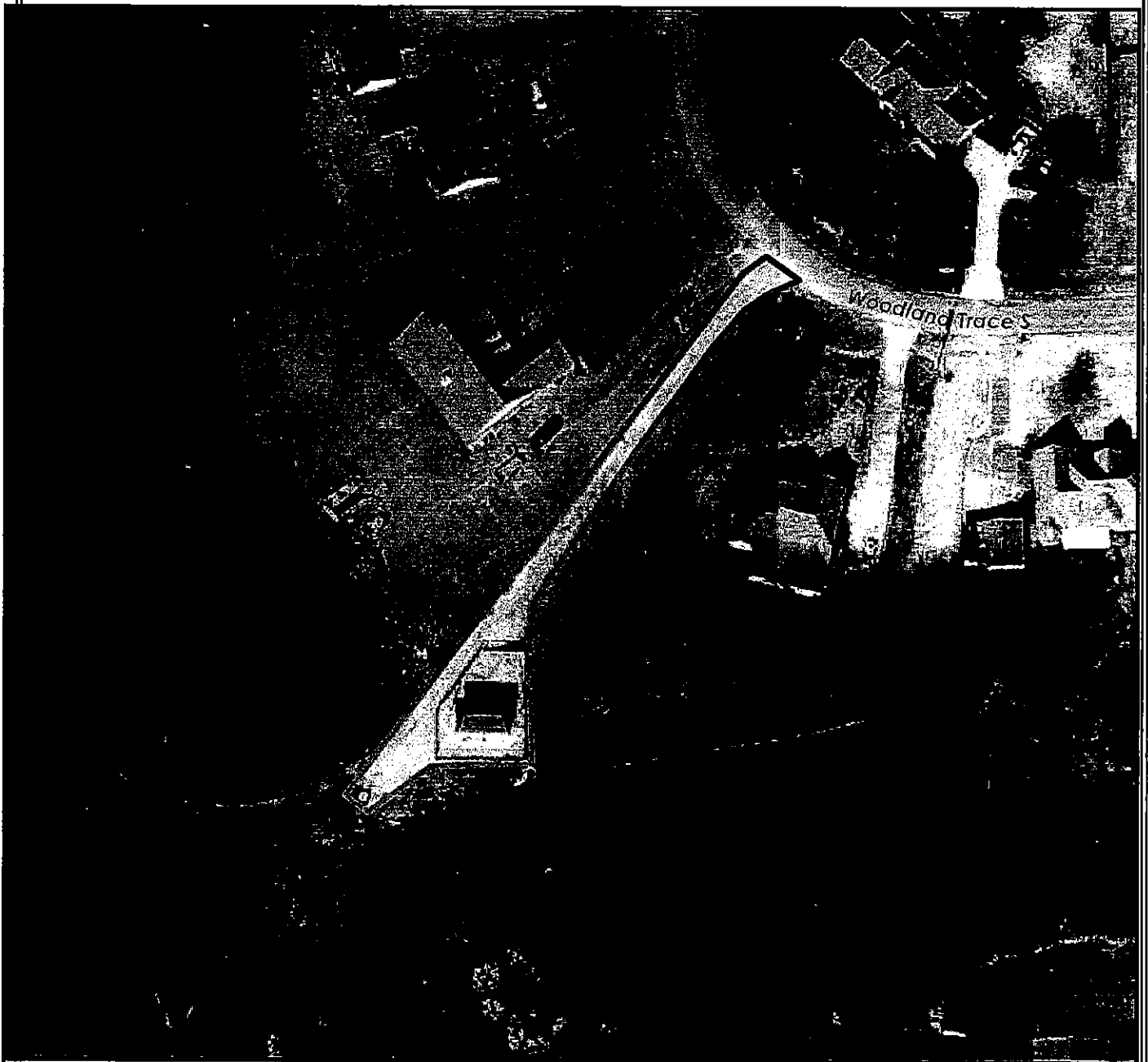
Work Description:

Maintain defined area: mow/weedeat/spray as needed.
Maintain any gravel areas (including drive): spray as needed. Maintain outlined riprap in ditch.

Maintain fencelines so no growth encroaches on fence.



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Woodland Trace Lift Station South

Address: 53 Woodland Trace South

Area: 9088 sq ft

Work Description:

Maintain defined area: mow/weedeat/spray as needed.

Maintain any gravel areas (including drive): spray as needed.

Maintain fencelines so no growth encroaches on fence.

0 15 30 60 90 120
Feet



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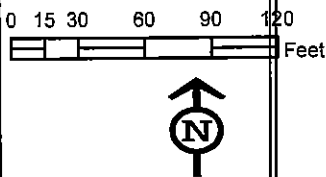


College Road Grainger Well

Address: 4446 Airways Blvd
Area: 1138 sq ft

Work Description:

Maintain defined area: mow/weedeat/spray as needed.



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Getwell Plant Off Site Well

Address: 3088 Nail Road

Area: 4346 sq ft

Work Description:

Maintain defined area: mow/weedeat/spray as needed.

Maintain any gravel areas (including drive): spray as needed.

Maintain fencelines so no growth encroaches on fence.

0 15 30 60 90 120
Feet



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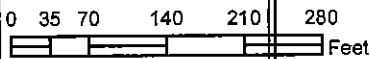
Legends Lagoon

Address: Lester Road
Area: 31193 sq ft

Work Description:

Maintain defined area: mow/weedeat/spray as needed.

Maintain outlined area only. Do not maintain lagoon field.



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Stateline Road Interconnect Valve Pit

Address: Stateline Rd. West of Hailey

Area: 1010 sq ft

0 15 30 60 90 120
Feet

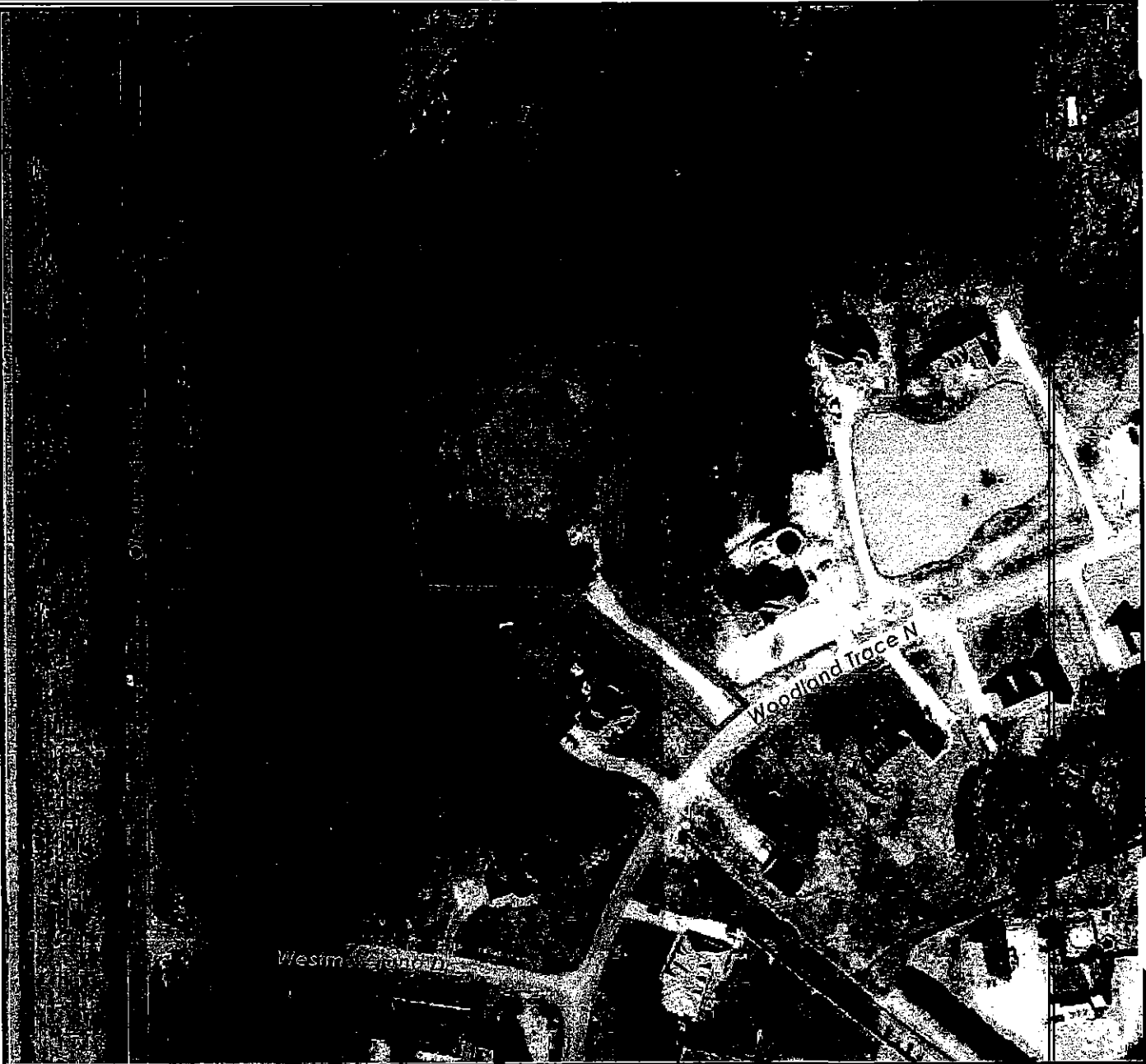


Work Description:

Maintain any gravel areas (including drive): spray as needed.

Maintain fencelines so no growth encroaches on fence.

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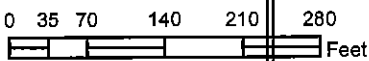
Woodland Trace North

Address: Woodland Trace North
Area: 66978 sq ft

Work Description:

Maintain defined area: mow/weedeat/spray as needed.

Lagoon has been filled and grassed and should be maintained with a finish mower not a bushhog.



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Founded In 1994; locally owned & operated; serving North Mississippi and West Tennessee

President: David Chandler; Landscape architect Mike Anewalt 25 year's experience in landscape design and installation in the green industry; Todd Sweeney construction and hardscapes Installation division with 15 year's experience; Irrigation Division Hunter Crawford 19 years' experience in irrigation installation and service repairs; Patrick Kelly certified backflow inspector with 6 year's experience in irrigation installations and service repairs, Ryan Kennedy Landscape Lighting installation and service repair division with 9 year's experience; Account Managers Brent Black with 25 years' experience in the plant nursery, Lance Salusberry with 15 year's experience, Billy May with 25 year's experience in the landscape maintenance industry, Johnny Klzer operations and fleet manager with 25 years in the Green Industry, Steve Hoggard Turf Agronomist with 30 year's experience in Turf management and maintenance, certified Pest Applicator's Steven Fry with 12 year's experience in Turf Management; Tyler Moore and Collin Knauss certified Pest Applicators with both 5 year's experience in Turf Management.

We currently employ over 60 full time landscape professionals. We operate with over sixty customized trucks, three mulch blowing trucks, five snow plow trucks, two parking lot sweeper trucks, three tractors, three heavy-duty skid steers, mini excavator, trenchers for irrigation and drainage, and over fifty high-production lawn mowers, with over 200 specialized power tools to fulfill our client's needs in day in and day out. We have three full time mechanics who maintain our fleet on a daily basis.

Landscape Management Division currently serves over 600 commercial and residential properties in Tunica, Desoto counties in Mississippi and Shelby County in Tennessee along with surrounding communities

Landscape Installation Division completes over 100-150 landscape projects per year, including landscape and irrigation design, installation and follow up maintenance.

Landscape Hardscapes Division completes over 30-50 projects per year including design and installation.

Parking Lot Sweeping division currently maintains over 40 commercial properties in the mid-south area including Tunica, Desoto Counties in Mississippi and Shelby County in Tennessee and surrounding communities.

Mulch blowing division is currently blowing 10000 yards of mulch for our existing customers and over 5000 yards for our associates in the green industry.

Turf Management Division is currently service's our existing maintenance customers under contract and over 400 customers that require turf applications only

We provide a wide range of clients from residential properties, industrial sites, business parts, municipal and state government projects, commercial properties and multi-family housing.

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To Our Future Clients:

Thank you for considering Chandler's Lawn Service Inc. Chandler's Lawn Service is fully insured and licensed landscape irrigation contracting company. We carry general liability, property damage, and worker compensation insurance with a \$1,000,000.00 per occurrence limit with a \$2,000,000.00 umbrella. We are licensed and bonded by the State of Mississippi and the State of Tennessee to provide pest control under category 3, turf and ornamental pest control. We have a contractor license for any projects over \$25000.00 in landscape and Irrigation installations. We currently staff over 60 full time employees with 40 seasonal workers and we service over 600 properties in the mid-south area.

Our Certified Workforce consist of 40 seasonal workers. We have written verification that our company does hire legal allens. Since 2000 we have participated in the H2-B Guest Worker Visa Program.

The Department of Agriculture in Tennessee and Mississippi require that companies who apply any type of pesticides to have a pesticide contractor's license and to have certified applicants on staff. In order to obtain a certified pesticide applicators license, a person must complete a certified pesticide applicator training class and pass a two-part certification exam. Each certified pesticide applicator is required to attend 6 hours of classroom training every year to maintain their certification. The following employees with Chandler's Lawn Service have met these requirements in category 3, turf and ornamentals.

David Chandler; Shea Chandler; Steve Hoggard; Steven Fry; Tyler Moore; Collin Knauss

Shelby County and the municipals of Germantown and Collierville require that your Irrigation backflow is tested annually. This requirement also includes certification and calibration of equipment. We have our backflow testing equipment calibrated annually and our certified employees are required to complete a back flow testing exam and are required to attend 8 hours of classroom training to maintain their certification for backflow testing. These following employees with Chandler's Lawn Service have met these requirements.

Johnny Kelly; Patrick Kelly; Hunter Crawford

References: Goldstrike Casino (Billy Sandifer) Resorts /1st Jackpot (Glenn Greer) Horseshoe (A Morales)
MCR Safety (Rick Womack) Desoto Convention Center / Visitors Center (Kim Terrell)
City of Olive Branch (Will Mcneer) Signature Flight (Doug Wright) Tunica Convention (S Bland)

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PROPOSAL FORM

- Package #1 Price:

The price of services for ALL outlined in this scope throughout the year is \$ 25120 monthly.

- Package #2 Price:

The price of services for ALL outlined in this scope throughout the year is \$ 3800 monthly.

- Package #3 Price:

The price of services for ALL outlined in this scope throughout the year is:

1. Unit price for personnel and mowing equipment: \$ 45 per hour
2. Unit price for personnel and weed eating equipment: \$ 45 per hour
3. Unit price for personnel and bush hog equipment: \$ 115 per hour
4. Unit price for personnel to collect debris and/or yard waste: \$ 40 per hour
5. Unit price for personnel and chainsaw equipment: \$ 45 per hour

- Combined Pricing as noted:

The price to combine Packages as indicated above for the year is \$ 28500 monthly.

This is for Packages 1 and 2 and

Submitting Contractor and contact information:

CHANDLER'S LAWN SERVICE INC
4091 SAWDOGE RD EXT
OLIVE BRANCH MS 38654
OFFICE 662-895-4410
FAX 662-895-5089
EMAIL CHANDLERSLAWN@aol.com
CELL 901-301-1035 DAVID CHANDLER

The City of Southaven, Mississippi reserves the right to reject any and all quotes for the aforementioned services as described herein as well as waive any irregularities for acceptance of any and all proposals/quotes. Furthermore, the City of Southaven also reserves the right to negotiate with multiple parties for any or all these services; however, the City of Southaven may enter into one contract or multiple contracts for various services for the express benefit of the City's interest. In addition to the price quoted above for the services described herein, the City shall also consider experience, personnel available, references for performance, and any other means the City and its representatives deem appropriate in making a decision to award to the best overall proposal. Therefore, along with proposals and quotes, each response should include qualifications for review. The City of Southaven reserves the right to increase the scope or decrease the scope of the services when negotiating the contract. The term of the contract will be determined during the contract negotiations.

Once an agreement is signed, either party may have the right within 10 days written notice to cancel the contract with or without cause. Any legal disputes resulting in Court proceedings shall be handled in the appropriate Court within DeSoto County, Mississippi or Federal Northern District for Mississippi.

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PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF SOUTHAVEN AND C4 LANDSCAPING, LLC

RECITALS

WHEREAS, Section 21-19-11 of the Mississippi Code Annotated (1972) authorizes the governing authority of any municipality to clean private property if the governing authority shall adjudicate the property to be a menace to the public health and safety of the community.

WHEREAS, Section 21-19-11 of the Mississippi Code Annotated (1972) authorizes the governing authority of any municipality to clean the property by the use of municipal employees or by contract; and

WHEREAS, the CITY desires to contract with C4 Landscaping, LLC ("CONTRACTOR") to provide such services for the CITY; and

WHEREAS, the parties hereto desire to set forth the terms and conditions of this Agreement in writing; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, benefits and obligations set forth in this Agreement, the parties agree and ratify the previous Agreement as follows, to-wit:

SECTION ONE SCOPE OF WORK

In accordance with Mississippi Code 21-19-11, CONTRACTOR shall clean such private properties or land by cutting grass, weeds, and plants in an amount consistent with and with the equipment attached hereto as Exhibit A. In addition,

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CONTRACTOR shall provide its own equipment and materials necessary to clean such properties. The CITY reserves the right to modify areas, quantities, intervals and number of activities of work covered without penalty at the unit price provided for in this contract. In the event that the CONTRACTOR is unable to provide the services needed by the CITY, the CITY reserves the right to use a secondary contractor to complete the work required.

SECTION TWO CONTRACT PRICE

For those properties which are cut and/or cleaned by CONTRACTOR pursuant to Mississippi Code 21-19-11, CITY shall pay CONTRACTOR at the agreed upon rates attached hereto and marked as Exhibit A and incorporated herein by reference. CONTRACTOR shall provide separate and detailed invoices for the services set forth in Exhibit A and description of work, including units of hours and equipment, prior to receiving compensation from the CITY. Payment by CITY shall be due within forty-five (45) days of invoicing.

SECTION THREE INDEMNITY AND INSURANCE

CONTRACTOR agrees to indemnify and hold harmless CITY, its elected officials, agents, employees, assigns and legal representatives from and against all damages, accidents and injuries to persons or properties caused by CONTRACTOR, its agents, employees or temporary employees or resulting from or in conjunction with CONTRACTOR cleaning such properties for CITY. This Section of this Agreement shall be deemed to survive the expiration or earlier termination of this Agreement. CONTRACTOR shall provide liability and automobile insurance in the minimum

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amount of \$1,000,000 per occurrence with confirmation thereof to be delivered to CITY prior to commencement of services. CONTRACTOR shall provide worker's compensation and employer's liability insurance at a minimum of \$100,000 per accident. The CITY shall be listed as an additional insured on all policies and any change in insurance shall be communicated to the CITY. All equipment shall be provided to the City and be insured and confirmation provided to the CITY.

SECTION FOUR TERM AND TERMINATION

This Agreement shall become effective upon signature by both parties and shall expire on March 31, 2022, with renewal solely at the CITY option. Either party shall have the right to terminate this Agreement for convenience upon said party giving written notice to the other party ten (10) days in advance. However, the CITY shall have the right to immediately terminate the contract upon CONTRACTOR'S failure to submit accurate invoices.

SECTION FIVE ASSIGNMENT

This Agreement shall not be assignable by either party without the prior written consent of the other party.

SECTION SIX ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties hereto with respect to the subject matter of the contract and supersedes and cancels any and all prior oral or written contracts or understandings between the parties with respect to the matters set forth above. This Agreement may be changed and modified only in writing

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signed by all parties hereto after approval by the CITY Board. The Exhibits attached hereto are specifically made a part of this Agreement.

SECTION SEVEN EFFECT OF AGREEMENT

This Agreement shall inure to the benefit and be binding on the parties, heirs, legal representatives, assignees and successors of the parties.

SECTION EIGHT GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi. The parties shall use good faith efforts to resolve any disputes hereunder. Jurisdiction and venue for all disputes hereunder shall be proper in the federal and state courts having competent jurisdiction in Desoto County, Mississippi.

SECTION NINE INDEPENDENT CONTRACTOR

CONTRACTOR acknowledges it is an independent contractor and is neither an employee of CITY nor entitled to the same or similar benefits provided to employees of CITY. This Agreement reflects an arms-length transaction. Nothing in this Agreement creates a fiduciary, partnership, joint venture or employment or other agency relationship among the parties. This Agreement is not entered into for the benefit of, nor are any rights granted to, any third party except as expressly provided herein. In this respect, CONTRACTOR further acknowledges it is solely responsible for certain obligations, including but not limited to any and all taxes, withholding and workers compensation.

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SECTION TEN

COUNTERPARTS

This Agreement may be executed in counterparts which when taken together shall constitute an original.

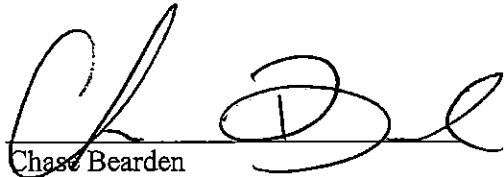
In Witness thereof, the Parties have entered and signed this Agreement after being duly authorized to do so, this the 19th day of March, 2020.

CITY OF SOUTHAVEN, MISSISSIPPI

C4 LANDSCAPING, LLC



Darren Musselwhite, Mayor



Chase Bearden

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EXHIBIT A

\$40.00 per hour for personnel and mowing equipment

\$28.00 per hour for personnel and weed eating equipment

\$80.00 per hour for personnel and bush hog equipment

\$22.00 per hour for personnel to collect debris/yard waste

\$28.00 per hour for personnel and chainsaw equipment

Minutes, City of Southaven, Southaven, Mississippi

Darren Musselwhite

From: Bradley Wallace
Sent: Monday, March 02, 2020 4:55 PM
To: Darren Musselwhite
Subject: summary information for recent RFP
Attachments: 20200302232205336.pdf; BLC- 4-12-2013.pdf

Mayor,

Please see the attached copies of Proposal Forms from all respondents to our RFP for Maintenance Services Agreements; also, see the attached copy of the past pricing and agreement with Bearden's firm for property condemnations. In addition to this information, please note that our previous pricing with Green King for spray services was \$10,940.00 per month; and previous pricing with Bearden Integrated Landscaping for grounds and manicured ROW's maintenance services was \$35,500.00 per month.

I have based my recommendation to you and the Board on the following summary:

Package #1 which Includes Grounds and Manicured ROW Maintenance

- Chandler's Lawn Service - \$25,120.00
- C4 Landscaping - \$35,500.00
- American Services - \$55,250.00

Package #2 which Includes Chemical Spraying of Grounds and Manicured ROW's

- Chandler's Lawn Service - \$3,800.00
- Green King - \$7,100.00
- American Services - \$28,250.00

Package #3 which Includes Condemned Property Maintenance

- Chandler's Lawn Service total hourly combined for personnel with mowing equipment, weed eating equipment and to collect debris/yard waste - \$130.00 per hour
- C4 Landscaping total hourly combined for personnel with mowing equipment, weed eating equipment and to collect debris/yard waste - \$90 per hour
- American Services total hourly combined for personnel with mowing equipment, weed eating equipment and to collect debris/yard waste - \$133.00 per hour

Thank you.

Bradley K. Wallace, AIA
Director of Public Works & Facilities
City of Southaven, Mississippi

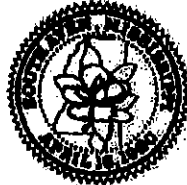
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CITY OF SOUTHAVEN

Top Of Mississippi

Office of Public Works and Facilities

Bradley K. Wallace, AIA
Director



5813 Pepper Chase Dr.
Southaven, MS 38671
Ph. 662-796-2489
Fax 662-796-2493
bwallace@southaven.org

March 17, 2020

**RE: Recommendation for award to Request for Proposals on the scopes of work titled:
REQUEST FOR PROPOSALS FOR MAINTENANCE SERVICES
AGREEMENTS**

Mayor Musselwhite & Board members:

Having received proposals for the referenced scopes and having determined apparent low quotes and best proposals for the multiple packages requested – and as those Proposals are deemed in an appropriate price range for the defined work and budget and all requested qualifications appear to be met, it is my recommendation to you that the City accept the following as the “lowest and best” for the referenced packages as follows:

- **Chandler's Lawn Service, Inc.** for Package No. 1 including the Property and ROW Maintenance locations listed for this scope - bid was \$25,120.00 per month; and for Package No. 2 including Spray services for the locations listed for this scope – bid was \$3,400.00 per month.
- **C4 Landscaping, LLC** for Package No. 3 including services for future property condemnations – bids were as follows:
 - \$40.00 per hour for personnel and mowing equipment
 - \$28.00 per hour for personnel and weed eating equipment
 - \$80.00 per hour for personnel and bush hog equipment
 - \$22.00 per hour for personnel to collect debris / yard waste
 - \$28.00 per hour for personnel and chainsaw equipment

These Vendors will be required to provide all appropriate paperwork and subsequent contracts shall be executed – all as appropriate and based upon your approval.

Bradley K. Wallace, AIA

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Minutes, City of Southaven, Southaven, Mississippi

FINAL RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI GRANTING APPLICATION OF TRICORBRAUN, INC. FOR EXEMPTION FROM AD VALOREM TAXATION

The Board took up for consideration the matter of granting tax exemption from ad valorem taxes for Tricorbraun, Inc. the following Resolution, being first reduced to writing, was introduced:

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI, GRANTING FINAL APPROVAL OF AD VALOREM TAX EXEMPTION TO TRICORBRAUN, INC

WHEREAS, heretofore, Tricorbraun, Inc. is authorized to do business and doing business in Southaven, DeSoto County, Mississippi, filed with the Mayor and Board of Aldermen of the City of Southaven, Mississippi, an application for exemption from ad valorem taxes, except school district, parks and library taxes and the State mandated County levies, for a period of ten years in the amount of \$9,510,000.00 for real property and in the amount of \$551,540.28 for personal property, which said application was approved by the Mayor and Board of Aldermen of the City of Southaven, Mississippi, subject to the approval of the Department of Revenue of the State of Mississippi; and

WHEREAS, on the 2nd day of March, 2020, the Department of Revenue of the State of Mississippi approved said application as attached hereto as Exhibit A; and

WHEREAS, a copy of the aforesaid Department of Revenue's approval has been received by the Mayor and Board of Aldermen of the City of Southaven, Mississippi and recorded in its minutes.

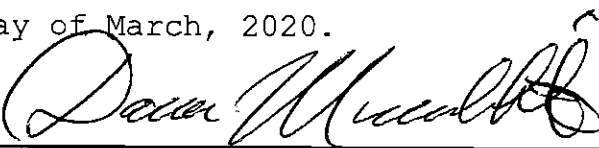
NOW, THEREFORE, in consideration of the premises, the Mayor and Board of Aldermen of the City of Southaven, Mississippi, do hereby finally approve said Tricobraun, Inc.'s application for ad valorem tax exemption, except school district, parks and library taxes and the State mandated County levies, for a period of ten years in the amount of \$9,510,000.00 for real property and \$551,540.28 for personal property from and after January 1, 2020.

Minutes, City of Southaven, Southaven, Mississippi

The foregoing Resolution granting to Allen tax exemption made on motion by Alderman Flores and seconded by Aldermen Kelly and that the following vote was taken on this action:

Alderman William Brooks	voted: YES
Alderman Kristian Kelly	voted: YES
Alderman George Payne	voted: YES
Alderman Joel Gallagher	voted: YES
Alderman John Wheeler	voted: YES
Alderman Raymond Flores	voted: YES
Alderman Charlie Hoots	voted: YES

RESOLVED AND DONE this the 17th day of March, 2020.


DARREN MUSSELWHITE, MAYOR

ATTEST:


CITY CLERK



Minutes, City of Southaven, Southaven, Mississippi



DEPARTMENT OF
REVENUE
STATE OF MISSISSIPPI

OFFICE OF PROPERTY TAX
EXEMPTIONS & PUBLIC UTILITIES BUREAU

March 2, 2020

Ms. Andrea Mullen, City Clerk
DeSoto County - Southaven
8710 Northwest Dr.
Southaven, MS 38671

Applicant: TricorBraun, Inc.
Applicable Code Section: MCA §27-31-101
Date of Completion: December 31, 2019
Date Filed: February 4, 2020

EXEMPTION CERTIFICATION - NOTICE OF ACTION

- ☐ **NO ACTION** – The Department of Revenue has no authority to act on exemptions requested under the cited section of law.
- ☐ **INCOMPLETE DOCUMENTATION** – We cannot process your request, as necessary documentation is missing. Please provide:
- | | |
|--|--|
| ☐ Application for Exemption | ☐ Preliminary Resolution Granting Exemption |
| ☐ Itemized Asset Listing | ☐ MDA Approval Letter |
| ☐ Tax Assessor's Position Statement | ☐ Final Resolution Granting Exemption |
- ☐ **REQUEST IS CERTIFIED AS INELIGIBLE** – This request is ineligible under the cited section of law.
- ☒ **REQUEST IS CERTIFIED AS ELIGIBLE** – In accordance with the authority conferred upon the Department of Revenue, we hereby certify that the application for exemption submitted on behalf of the above-referenced entity is compliant with the provisions of law and the property referenced therein is eligible for ad valorem tax exemption to the extent permitted by law.

This certification applies exclusively to the property itemized in the original application for exemption, excluding any property found specifically ineligible by the Department. Outlined below is the total true value of eligible assets per the application. The amount of exemption is limited to the actual assessed value of such assets as annually determined by the Tax Assessor and finally approved by the Board of Supervisors.

TOTAL TRUE VALUE PER APPLICATION		REQUESTED	APPROVED
☒ Real Property		\$9,510,000.00	\$9,510,000.00
☒ Personal Property		\$551,540.28	\$551,540.00
☐ Raw Materials			
☐ Work-in-Progress			
TOTAL		\$10,061,540.28	\$10,061,540.00
☐ Ineligible Property ^{*** see below}			

Pursuant to Miss. Code Ann. Section 27-31-109, if the governing authorities grant the exemption certified above, they must place a final order on their minutes declaring this property exempt and documenting the dates when this exemption commences and expires.

If the governing authorities issue a final order declaring this property exempt, the clerk must record the application and the order approving the exemption. Finally, the clerk must send a copy of the final order to the Mississippi Department of Revenue.

Should you have any questions concerning this matter, please feel free to contact us.

Debra McDonald, Tax Analyst
Exemptions & Public Utilities Bureau
(P) 601.923.7634

Paul J. Foreman, Director
Exemptions & Public Utilities Bureau
(P) 601.923.7632

Save postage and get electronic verification that we have received your exemption filings by submitting any industrial exemption requests or correspondence electronically via email to indexemptions@dor.ms.gov.

Minutes, City of Southaven, Southaven, Mississippi

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI, GRANTING EXEMPTION FROM AD VALOREM TAXES TO EARTH, INC FOR A TEN YEAR PERIOD PURSUANT TO 27-31-101 ET SEQ., OF THE MISSISSIPPI CODE (1972), AS AMENDED

WHEREAS, Earth, Inc. ("Earth") located at 8680 Swinnea Road #101, Southaven, Mississippi filed with the City of Southaven ("City") for exemption from ad valorem taxation; and

WHEREAS, Earth has produced written verification and documentation to the City as to the authenticity and correctness of its Application in regard to the true value of the prayed for exemption and the completion date of said expanded enterprise; and

WHEREAS, the City Board finds as a fact that the property described in the aforesaid Application constitutes a new enterprise, which was completed on December 31, 2019 and that Earth is entitled to the exemption sought for a period of ten (10) years for personal property in the amount of \$805,435.81 beginning on the 1st day of January, 2020, subject to approval and certification by the Mississippi Department of Revenue.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Board of Aldermen of the City of Southaven, Mississippi, as follows, to-wit:

1. Based on Earth's new enterprise providing approximately 50-80 new jobs, the application for ad valorem tax exemption for Earth for ten (10) years for personal property in the amount of \$805,43.81 beginning the 1st day of January, 2020 on the property described in the Application filed by Earth for tax exemption, be and the same is hereby approved.
2. That Earth is hereby granted a tax exemption on ad valorem taxes, except school district, parks and library taxes and the State mandated County levies, for personal property in the amount of \$805,435.81 for ten (10) years beginning January 1, 2020.

Minutes, City of Southaven, Southaven, Mississippi

3. That the Clerk of this Board is hereby directed to spread a copy of this Resolution on the minutes of this Board; and that said Clerk shall forward the original Application and a certified copy of the transcript of this Resolution approving said Application to the Mississippi Department of Revenue for its approval and certification; and, that upon approval of this Application by the Mississippi Department of Revenue and the issuance of its certificate of approval, the Board of Alderman shall enter a Final Order on its minutes granting the exemption; and said Clerk shall also forward one (1) certified copy to the Tax Assessor of DeSoto County, Mississippi, and obtain the Certificate of said Tax Assessor stating that the personal property as itemized in the Application has been placed on the appropriate tax roll as "Non-Taxable", except for school district, parks and library taxes and the "mandated levies" for the duration of the exemption period only.

After a full discussion of this matter, Alderman Flores moved that the foregoing Resolution be adopted. The motion was seconded by Alderman Wheeler. Upon the question being put to a vote, Members of the Board of Aldermen voted as follows:

Alderman William Brooks	voted: YES
Alderman Kristian Kelly	voted: YES
Alderman George Payne	voted: YES
Alderman Joel Gallagher	voted: YES
Alderman John Wheeler	voted: YES
Alderman Raymond Flores	voted: YES
Alderman Charlie Hoots	voted: YES

RESOLVED AND DONE, this 17th day of March, 2020.



Darren Musselwhite, MAYOR

ATTEST:


City Clerk



Minutes, City of Southaven, Southaven, Mississippi

GUIDELINES FOR BUSINESS INVESTMENT INCENTIVE DeSoto County, Mississippi

DATE OF APPLICATION: Mar 5th 2020

Type of Ad Valorem Business Investment Incentive Requested:

- | | |
|---|--|
| 1. Real Property : | Property Owner: <u>US Industrial REIT II</u> |
| 2. Personal Property X | Owner/Applicant: <u>Earth, Inc.</u> |
| 3. Free Port Warehouse Granted Previously | Owner/Applicant: <u>Earth, Inc.</u> |

Description of Property:

1. The real property is Leased by the job creator, the Personal Property and in particular: conveying, additional storage racking, other material handling equipment, hardware and software will be purchased by Earth as needed.
2. Company Name: Earth, Inc.
3. Local Mailing Address: 8680 Swinnea Road #101, Southaven, MS 38671
4. Physical Address (Same as Local Mailing Address)
5. Local Contact Name: Phil Smith, Director of Operations
6. Telephone Number: 901-340-2088
7. Email Address: phil.smith@earthshoes.com
8. Corporate Headquarters (or division) connected to this DeSoto County company:
Contact at Corporate: Bill Brochu; bill.brochu@earthshoes.com
Address Earth, Inc 41 Seyon Street, Suite 400, Waltham, MA 02453
Telephone Numbers: Office 781-547-4426
9. Size of Building:
Current square footage of building 784,440 square feet
Square footage of building expansion N/A square feet

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10. Description of company process/product – Describe what your company does (This information will be used to determine eligibility according to Mississippi state statute):

Earth, Inc. is a brand owner who sells footwear worldwide to Retailers ranging from Walmart, TJX, Ross, DSW all the way up to premier retailers such as Nordstrom and everyone in between such as small one door retailers throughout the country. We have been in business in the USA since the early 70's. We are a company that prides ourselves on sustainability and keeping our Earth a healthier for us all. We believe that through strong community and business partnerships we can all thrive and succeed.

Workforce:

1. Number of employees in the DeSoto County office where the incentive will apply:

A. Total # of Employees (full-time and part-time) 15 (Emp), 50 (Leased)

B. Total number of employees of this DeSoto County company who live in DeSoto County ~10

C. Total # of full-time employees 15

1) # of full-time hourly employees 7

Average full-time hourly wage excluding benefits \$14.80

Average full-time hourly wage including employer paid benefits \$20.40

2) # of full-time salaried employees 8

Average full-time salaried wage excluding benefits \$64K / Year

Average full-time salaried wage including employer paid benefits \$75K / Year

Total # of part-time employees 0

Average part-time hourly wage excluding benefits

Average part-time hourly wage including benefits

2. Do you anticipate hiring seasonal or temporary employees? YES

If yes, explain your company's need for seasonal or temporary help: The footwear business is extremely seasonal, we have peak receiving, and shipping, twice a year primarily Jan-Apr & Jul – Oct. Returns processing is pretty consistent throughout the

year. We currently employ, on average, 50 leased employees per week primarily from Paramount Staffing Agency as we try to find our diamonds in the ruff. That headcount can spike to ~80 at any point depending on demand and projects occurring at any particular time. Our goal is to employ our strongest leased employees as full time company employees. The challenge has been finding them but we have had some, albeit small, success.

- Full-time salaried 20% Full-time hourly 60% Part-time 10%
Seasonal 10%

- | BENEFIT | FULL-TIME | PART-TIME |
|---|--|----------------------------|
| Health Insurance | YES | NO |
| *(Provide brief description)
Amount Company Pays | 65% of Premiums based on plan selected | N/A |
| Dental Insurance | YES | NO |
| Amount Company Pays | 65% of Premiums based on plan selected | N/A |
| Vision Insurance | YES | NO |
| Amount Company Pays | 65% of Premiums based on plan selected | N/A |
| Education Reimbursement
(Explain program below) | NOT CURRENTLY | NOT CURRENTLY |
| Amount Company Pays | N/A | N/A |
| Retirement (401k) | Yes | Yes |
| Amount Company Pays | Match up to 4% of Earnings | Match up to 4% of Earnings |
| Prescription Drug | Yes (Part of Health Insurance) | NO |
| Amount Company Pays | Based on plan selected | Based on plan selected |
| Short Term Disability | Yes | NO |
| Amount Company Pays | Employee Paid | Employee Paid |
| Long Term Disability | Yes | NO |
| Amount Company Pays | 100% of Premium up to Capped Amount | NO |

5. Education Reimbursement: On the job _____ University _____
 Technical License _____ Technical Certification _____

Minutes, City of Southaven, Southaven, Mississippi

6. Education Program Description: We do not currently have a formal defined plan for education reimbursement, however we will pay for licensing and certification for our employees that require such designations to do their jobs, or jobs they aspire to have within our company. The bottom line is we will invest in our employees as they are the heart of our organization. We have education seminars to keep our employees on top of workplace standards, safety standards, as well as other forms of educations, such as financial planning, etc.
7. What are your plans to recruit employees in DeSoto County? We have posted the jobs on websites, newspapers, staffing agencies, etc.. as we will need to fully staff this operation. We have used staffing agencies to help us find talent, and we have used our employees who have relationships in the industry to help find ideal candidates.
8. Estimated annual payroll at the DeSoto County facility \$2.5 - \$3M
9. Does your company have union representation in other facilities in the United States?
NO
 - A. If yes, name the union and explain any strike activity during the last five years.
 - B. Does your company expect union representation in DeSoto County? NO

Capital Investment:

1. Amount of capital investment for this project:

Real Property Value (if applicable, % of building leased

\$ Approx 1/3 of the building to start with, and the plan is to increase to roughly 50% of the building after the current lease expires.

Personal Property Value

\$805,435.81

The minimum personal property capital investment to be met to be considered eligible for incentive:

5 - 25 Full-Time Employees and \$300,000

26+ Full-Time Employees and \$500,000

Expansions:

1. Is this an expansion: NO
2. If this is an expansion, describe the expansion

Minutes, City of Southaven, Southaven, Mississippi

Local Economy:

1. What purchases of goods or services are made by your company from local vendors or businesses?

Outside of our employees, we anticipate local restaurants will receive a spike in business. We prefer to buy packaging materials from local suppliers as well as using local truckers and companies for drayage of product to our facility which is a substantial expense for us. We also anticipate LTL carriers will see a spike in business due to shipments to retailers across the country. We will also need to purchase, lease, and maintain material handling equipment in the facility so that business will go to local business. All facilities maintenance has been through local companies as well as trash and recycling.

Transportation:

1. Modes of shipping and receiving used by this facility: We anticipate the majority of our inbound goods will move across the country on the rails and be drayed to our facility from the rail yard by local businesses. Our outbound shipments leverage FedEx, UPS, USPS, as well as other freight companies of our customers choosing.
2. Local, state and federal highways most frequently used by this facility: I55; I69; I78; Rt 302; Airways Blvd; Swinnea Rd

Company Operations:

- A. Locally owned: NO
- B. If no, where is the controlling office of your organization located?

41 Seyon Street (suite 400), Waltham, Massachusetts

1. Type of industry (NAIC Code) 424340 - FOOTWEAR MERCHANT WHOLESALERS
2. Products produced: Footwear, primarily women's
3. Products distributed: Women's Footwear
4. Describe any other process carried out by this business: This business will receive, inventory, ship, provide value added services to our customers and process returns in the facility.
5. Market area: Worldwide
6. Estimated annual sales, manufacture, or distribution \$140M

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7. Key site criteria driver to locate or expand in DeSoto County: Location & Opportunity is a key driver, we want to be more centrally located in the USA and we also want to get out of the State of CA. In terms of expansion, the key drivers will be business performance, cost control within our facility, and cost control in the county as taxes will play a substantial role in our decision.

Economic Council

Are you a member of the DeSoto County Economic Council? YES

To promote future industrial and commercial development that will benefit your company and your new community, we require that your company become a member of the DeSoto Council and remain an active dues paying member for the duration of the business investment incentive.

Community Involvement

To encourage community partnerships, we ask that you become involved in county and municipal business and charitable organizations. Are there any DeSoto County charitable organizations or causes that you or your corporate headquarters participate in and please list. We have included a list of local opportunities to serve and will ask you to check at least one and we will follow up with the contact agency. Note checklist.

We feel strongly that our community plays a substantial part in our success. Employees with strong community ties tend to be the employees who feel they have a stake in the success of the both their community and the company. We feel that giving back to the community creates win – win situations for both our company, our employees, and the community's in which we represent. Corporately we have many initiatives that helps people worldwide, but we also volunteer locally at such places a local farms, boy's and girls clubs, children's organizations, etc. We do not blast the internet with all that we do to help people or our environment as we believe the reward is in doing the right thing and karma is a good thing to have on your side.

The applicant company accepts all responsibility for the preparation and filing of the partial ad valorem business investment incentive and Free Port Warehouse application and respective board presentation and approval process at both the city and county level. The DeSoto Council only serves in an advisory role and thus accepts no responsibility in the tax process.

The DeSoto Council strongly recommends that each applicant company consult and utilize its own legal counsel for the business investment incentive application, presentation and approval process. The DeSoto Council will provide referrals of recommended attorneys for this purpose to applicant companies upon request.

FOREIGN TRADE ZONE (Applicable to DeSoto Trade Center site only):

Will your company be pursuing an activation of the Foreign Trade Zone? NOT ANTICIPATED

Minutes, City of Southaven, Southaven, Mississippi

Charitable Organizations

Hernando

Community Foundation of NW Mississippi
Tom Pittman
662-449-5002

Through The Roof
Donna Sularin
901-568-2240

Palmer Home
Pam Triger
662-449-2400

DeSoto County Foundation for Excellence in Education
Deborah Morgan
662-429-4414

Hernando DeSoto Habitat for Humanity
Sandy Slocum
662-449-5002

Historic DeSoto Foundation
Brian Hicks
662-429-8852

Interfaith Council on Poverty
Cheryl Owens – 662-449-3550
Roxanne McIngvale – 662-429-9294

MS Wildlife Rehabilitation Inc.
Valery Smith
662-429-5105

Olive Branch

Olive Branch Community Food Ministry
Sheila Sneed
662-895-2913

American Red Cross

Career Technology Center East

Four Rivers Fresh Foods
901-326-1627
info@4riversfoods.com

Impact Missions

Southaven

House of Grace
Lorine Cady
662-253-0252

Impact Missions, Inc.
Carmen Taylor
662-253-0232

American Red Cross, Mid-South Chapter
Laura Vaughn
901-726-1690

Heartland Hands
Mike Higgins
901-488-2635

Serve Southaven
Andrew Perry
901-356-0429

American Red Cross, Mid-South Chapter
Laura Vaughn
901-726-1690

Healing Hearts/Child Advocacy Center
Ashley Schacterle
662-349-1555

Samaritans
Ed Flynn
662-393-6439

DeSoto Grace
Patrick Conrad
pastor@mvlifefellowship.com

Horn Lake

Samaritans
Ed Flynn
662-393-6439

Walls

Sacred Heart Southern Missions, Inc.
Ed Savage
662-781-1472

Minutes, City of Southaven, Southaven, Mississippi

AD VALOREM TAXES

Application of: Earth, Inc.

For investment incentive from ad valorem taxes for

A period of 10 years as authorized by

Section 27-31-101, et seq., of the Mississippi Code of 1972, as amended.

2 (Originals) TO THE DeSoto County Board of Supervisors of DeSoto County, Mississippi

2 (Originals) TO THE Mayor and Board of Aldermen of Southaven, Mississippi

1. Earth, Inc files this application in triplicate for investment incentive from ad valorem taxation, and respectfully represents unto his Honorable Board as follows:
2. Applicant, Earth, Inc. is a corporation and domiciled in the City of Southaven, Desoto County, Mississippi.
3. Applicant is now operating as a **FOOTWEAR** distribution facility within the City of Southaven, Desoto County, Mississippi, which factory is a bona fide (X new expanded) enterprise of public utility within the meaning of Section 27-31-101 et seq., and related Sections of the Mississippi Code of 1972, as amended, and is eligible for the investment incentive granted by the above Mentioned section by specific enumeration, namely distribution.
4. That said enterprise was completed on the 31st day of December, 2019 within the meaning of the applicable statutes of the State of Mississippi, and therefore, the investment incentive hereby claimed should commence on said date.
5. That said this new enterprise will provide approximately 50-80 new jobs with an estimated annual payroll of \$2-\$3M.
6. That said investment incentive of the tangible property described in "Exhibit A" should be granted for a period of 10 years from said date of completion.
7. That the true value of all property included in the investment incentive is \$805,435.81 dollars, as shown in an itemized list attached hereto as "Exhibit A" and made a part hereof.

Minutes, City of Southaven, Southaven, Mississippi

PRAYER

WHEREFORE, Applicant prays that this Board enter a finding that applicant's factory is in fact a new enterprise of public utility, and that the same was completed on the 31st day of December, 2019, within the meaning of the applicable laws of Mississippi; and

That applicant be granted an investment incentive from ad valorem taxation except *Education County Levy, Road and Bridge and Debt Service; Municipal Parks and Library taxes, and State Mandated County Levies*, as provided by law, for a period of 10 years beginning on the 1st day of January, 2020, upon all of the tangible property described in "Exhibition A" attached hereto and made a part hereof, used in, or necessary to the operation of the applicant's facility in the City of Southaven, DeSoto County, Mississippi; and

That this Board approve this application by an order resolution spread upon its minutes, declaring that such property is exempt from all ad valorem taxation, except *Education County Levy, Road and Bridge and Debt Service; Municipal Parks and Library taxes, and State Mandated County Levies*, for a period of 10 years and forward an original of this application and a certified transcript of such approval to the Mississippi Department of Revenue and upon approval of such application by the said Mississippi Department of Revenue and certification of its approval, the Board will enter a final order on its minutes granting the investment incentive herein prayed.

Respectfully submitted, this 5th day of March, 2020.

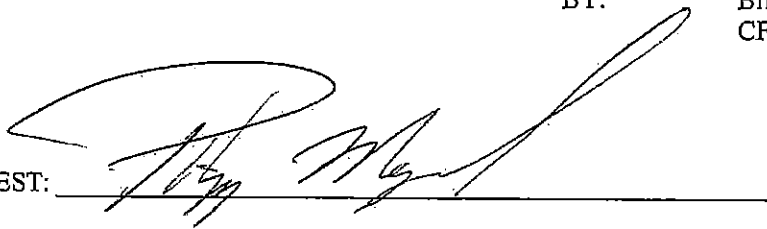


Applicant

BY:

Bill Brochu
CFO, Earth, Inc

ATTEST:



Minutes, City of Southaven, Southaven, Mississippi

EXHIBIT A

Personal Property:

Furniture & Equipment: \$ 716,276.42

Leasehold Improvements: \$ 89,159.39

\$ 805,435.81

Minutes, City of Southaven, Southaven, Mississippi

Section 3 - Furniture and Equipment

Additions:

Description	Year Purchased	New / Used	Earth In Service Date	Year-of Manufacture	Cost Installed
(10) 24x60x69 Silver Wire Carts W/Casters	2018	USED	2/1/2019	2016-2017 Est	\$341.33
(10) Cisco CAT2960-X, (59) 10211 AC Controller &	2018	USED	2/1/2019	2016-2017 Est	\$13,598.65
(10) Smart UPS RM W Network Cards	2018	USED	2/1/2019	2016-2017 Est	\$1,219.40
(16) Stop Alarms	2018	USED	2/1/2019	2015-2017 Est	\$259.08
(2) Cat5 Data Drops for Kronos Clocks	2018	USED	2/1/2019	2016-2017 Est	\$359.47
(2) Cisco-CAT C2960X Switches	2018	USED	2/1/2019	2016-2017 Est	\$794.09
(2) Cisco Catalyst stack modules 3850, (2) 2960-X S	2018	USED	2/1/2019	2016-2017 Est	\$2,072.49
(2) Eye Wash Station w/ Shelf & first Aid Cabinet	2018	USED	2/1/2019	2016-2017 Est	\$209.35
(2) Utilegra II 150lb Rolltop Scales	2018	USED	2/1/2019	2016-2017 Est	\$184.59
(2) Utilegra II 150lb Rolltop Scales	2018	USED	2/1/2019	2016-2017 Est	\$184.59
(2) VIZIO 60" televisions E60-B7	2018	USED	2/1/2019	2016-2017 Est	\$258.16
(2) Yellow Crossover Ladder 6 steps 116" x 102.5"	2018	USED	2/1/2019	2016-2017 Est	\$366.91
(26) Cat5e Drops W/MDF/IDF Closet Buildout	2018	USED	2/1/2019	2016-2017 Est	\$642.03
(3) CISCO 2960-X Switches & (4) Flexstack Plus St	2018	USED	2/1/2019	2016-2017 Est	\$1,542.38
(4) Utilegra II 150lb Rolltop Scales	2018	USED	2/1/2019	2016-2017 Est	\$384.21
(5) 60" Samsung televisions and wall mount UN60J	2018	USED	2/1/2019	2016-2017 Est	\$733.89
(5) 36" IDF Cabinets w/ installation at MEM8	2018	USED	2/1/2019	2016-2017 Est	\$890.58
(6) Hytrol VSC-09-19 Conveyor Speed Controls - VA	2018	USED	2/1/2019	2016-2017 Est	\$1,073.47
(6) Nestlifix 24"x32" accordion flexible gravity conve	2018	USED	2/1/2019	2016-2017 Est	\$3,677.61
(64) Cat5 Cable Install at MEM8	2018	USED	2/1/2019	2016-2017 Est	\$2,018.38
(8) 48" Square Cafeteria tables - Gray W Black Edg	2018	USED	2/1/2019	2016-2017 Est	\$981.25
10 Hytrol Powered Conveyor rolls-20", 4 Hytrol Roll	2018	USED	2/1/2019	2016-2017 Est	\$10,336.41
Access Control Door Strike & Reader for Office Doo	2018	USED	2/1/2019	2016-2017 Est	\$342.01
Access Control System W/Installation	2018	USED	2/1/2019	2016-2017 Est	\$2,311.57
Add drops for VAS - Alston Construction	2018	USED	2/1/2019	2016-2017 Est	\$1,477.14
Big Ass Ceiling Fan Kit, Powerfold 8, 24" W/ Installat	2018	USED	2/1/2019	2016-2017 Est	\$1,410.03
Big Ass Ceiling Fan Kit, Powerfold 8, 24" W/ Installat	2018	USED	2/1/2019	2016-2017 Est	\$1,410.03
Big Ass Ceiling Fan Kit, Powerfold 8, 24" W/ Installat	2018	USED	2/1/2019	2016-2017 Est	\$1,410.03
Big Ass Ceiling Fan Kit, Powerfold 8, 24" W/ Installat	2018	USED	2/1/2019	2016-2017 Est	\$1,410.03
Big Ass Ceiling Fan Kit, Powerfold 8, 24" W/ Installat	2018	USED	2/1/2019	2016-2017 Est	\$1,410.03
Big Ass Ceiling Fan Kit, Powerfold 8, 24" W/ Installat	2018	USED	2/1/2019	2016-2017 Est	\$1,410.03
Burg System W/Installation	2018	USED	2/1/2019	2016-2017 Est	\$10,980.54
Conveyor- Outbound Conveyance & Sortation Syst	2018	USED	2/1/2019	2016-2017 Est	\$224,400.20
Conveyor Spare parts for Job 6139 WA-07	2018	USED	2/1/2019	2016-2017 Est	\$8,007.12
Data Cabling at MEM8 - 88 Cat5 Cable Drops	2018	USED	2/1/2019	2016-2017 Est	\$4,165.48
Data Fiber cabling & Wall mount NEMA enclosure f	2018	USED	2/1/2019	2016-2017 Est	\$1,173.14
Desk and Chair in Office for John Cummings	2018	USED	2/1/2019	2016-2017 Est	\$518.76
Fence Install - 2200' x 8', 170" x 12' mesh fabric, 75	2018	USED	2/1/2019	2016-2017 Est	\$20,333.67
GARRETT Metal Detector PD6500i DC/GRAY	2018	USED	2/1/2019	2016-2017 Est	\$490.30
GARRETT Metal Detector PD6500i DC/GRAY	2018	USED	2/1/2019	2016-2017 Est	\$490.30
Lantech S1500 Shrink Wrap Machine	2018	USED	2/1/2019	2016-2017 Est	\$18,157.32
Network & IDF Installation at MEM8	2018	USED	2/1/2019	2016-2017 Est	\$8,040.96
Network data cabling and installation - (45) Cat5 Cu	2018	USED	2/1/2019	2016-2017 Est	\$2,997.37
Parts & Labor for 400' of Aeldine & 2 30AMP 480VAC	2018	USED	2/1/2019	2016-2017 Est	\$2,719.56
Security Cameras & Installation	2018	USED	2/1/2019	2016-2017 Est	\$5,153.03
Security Cameras & Installation - First half of Asset	2018	USED	2/1/2019	2016-2017 Est	\$5,153.03
Stacking Module, Cisco CATALYST 2690-X 48 Por	2018	USED	2/1/2019	2016-2017 Est	\$483.26
Versant Asset Purchase - All Cubicles and Desks	2018	USED	2/1/2019	2016-2017 Est	\$911.26
Versant Asset Purchase - Banisters	2018	USED	2/1/2019	2016-2017 Est	\$202.59
Versant Asset Purchase - Large Air Compressor	2018	USED	2/1/2019	2016-2017 Est	\$658.13
Versant Asset Purchase - Large Conference Table	2018	USED	2/1/2019	2016-2017 Est	\$405.01
Versant Asset Purchase - Low Back Conference Ch	2018	USED	2/1/2019	2016-2017 Est	\$303.76
Versant Asset Purchase - Maroon Tables	2018	USED	2/1/2019	2016-2017 Est	\$182.25
Versant Asset Purchase - Modular Office	2018	USED	2/1/2019	2016-2017 Est	\$1,012.51
Versant Asset Purchase - Office Furniture	2018	USED	2/1/2019	2016-2017 Est	\$911.27
Versant Asset Purchase - Office Furniture	2018	USED	2/1/2019	2016-2017 Est	\$911.27
Versant Asset Purchase - Overhead Air Line	2018	USED	2/1/2019	2016-2017 Est	\$506.26
Versant Asset Purchase - Transportation Fence	2018	USED	2/1/2019	2016-2017 Est	\$405.01
Versant Asset Purchase - Walk Thru Metal Detector	2018	USED	2/1/2019	2016-2017 Est	\$607.51
COMPUTERS	2018	NEW	2/1/2019	2018 Est	\$4,112.00
LABEL PRINTER	2018	NEW	2/1/2019	2018 Est	\$5,500.00
WIRE DECKS, RACKING, LABOR, TAXES	2018	NEW	2/1/2019	2018 Est	\$130,561.39
SHORR - CASE ERECTOR	2019	NEW	4/1/2019	2018 Est	\$12,294.66
WILLIAMS - EARTH SIGN	2019	NEW	4/1/2019	2018 Est	\$3,502.00
SHORR - STRETCH WRAPPER	2019	NEW	4/1/2019	2018 Est	\$9,422.63
SHORR - STRETCH WRAPPER	2019	NEW	4/1/2019	2018 Est	\$8,981.79
AMEX - SCANNER	2019	NEW	4/1/2019	2018 Est	\$2,600.00
AMEX - CASE SEALER	2019	NEW	4/1/2019	2018 Est	\$1,500.00
SHORR - LANTECH CASE ERECTOR	2019	NEW	4/1/2019	2018 Est	\$28,018.73
AMEX - AIR COMPRESSOR	2019	NEW	4/1/2019	2018 Est	\$3,056.82
SHAW - RACKING DECKS & BEAMS	2019	NEW	8/1/2019	2018 Est	\$76,895.55
SHORR - 2 CASE SEALERS	2019	NEW	8/1/2019	2018 Est	\$19,548.60
METALCORE - RACKING DECKS & BEAMS	2019	NEW	9/1/2019	2018 Est	\$7,133.75
MAINTENANC - DOCK LEVELERS	2019	NEW	11/1/2019	2018 Est	\$4,700.00
METALCORE - RACKING DECKS & BEAMS	2019	NEW	12/1/2019	2018 Est	\$23,447.50
TOTAL:					\$716,276.42

Minutes, City of Southaven, Southaven, Mississippi

Section 3 - 5. LEASEHOLD IMPROVEMENTS

Description of Item	Date	Cost
ADVANCE - CONVEYING & ELECTRICAL	01/21/19	\$ 13,876.30
ADVANCE - CONVEYING & ELECTRICAL	04/18/19	\$ 12,995.45
ADVANCE - ELECTRICAL CHARGING STATIONS	04/18/19	\$ 8,218.75
ADVANCE - ELECTRICAL	05/24/19	\$ 7,841.99
ADVANCE - ELECTRICAL	05/24/19	\$ 1,100.65
SHAW - ELECTRICAL WIRE GUIDE & LINE DRIVER	07/24/19	\$ 11,101.25
MAINTENANC - RACKING LAYOUT IMPROVEMENTS	10/31/19	\$ 25,400.00
ADVANCE - ELECTRICAL LIGHTS AND SENSORS	11/22/19	\$ 8,625.00
		\$ 89,159.39

Minutes, City of Southaven, Southaven, Mississippi

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SESAC MUSIC PERFORMANCE LICENSE FOR MUNICIPALITIES

This License Agreement, including any attached and referenced Schedules (the "Agreement"), is made in Mississippi by and between SESAC LLC ("SESAC"), a Delaware limited liability company, with offices at 35 Music Square East, Nashville, TN 37203, and

LICENSEE Information			
City of Southaven			("LICENSEE")
(Municipality Name)			
Billing Information			
8710 Northwest Drive		Southaven	MS 38671
(Street Address)		(City)	(State) (Zip)
662-393-6939	662-393-7294	kfaulkner@southaven.org	
(Telephone #)	(Fax #)	(Email)	

Those locations within the municipality for which the above supplied information applies (the "Municipality") which are owned, operated or leased by LICENSEE and used as governmental offices or which are otherwise under LICENSEE's sole control; and other locations within the Municipality while events under LICENSEE's sole control are occurring at such locations, are referred to herein as the "Premises."

SESAC and LICENSEE hereby mutually agree as follows:

1. GRANT OF RIGHTS

Effective as of March 1, 2020 (the "Effective Date"), and subject to the terms and conditions of this Agreement, SESAC grants to LICENSEE the non-exclusive right and license to publicly perform non-dramatic renditions of all of the musical compositions for which SESAC is authorized to license the public performance right (the "Compositions") solely: (i) on the Premises and (ii) via a music-on-hold system operated by LICENSEE in connection with the Municipality.

Minutes, City of Southaven, Southaven, Mississippi

DocuSign Envelope ID: 78BBFEBA-6BE0-4ECE-8127-9216F8376E01

2. LIMITATIONS OF RIGHTS

- A. Except as specifically described in Paragraph 1, above, nothing contained herein shall be construed as permitting LICENSEE to publicly perform, transmit, re-transmit or reproduce any Composition by any means, medium, method, device or process now or hereafter known, or as permitting LICENSEE to grant any such right to others.
- B. The rights granted pursuant to Paragraph 1, above, shall exclude "Grand Rights" in and to the Compositions ("Grand Rights" include, but are not limited to, the right to perform, in whole or in part, dramatico-musical and dramatic works in a dramatic setting).
- C. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions: (i) which are part of a background music service originating from any location, including the Premises, which performances are authorized by SESAC pursuant to a separate license agreement, regardless of the means by which such performances are transmitted on or to the Premises, and/or (ii) by coin-operated phonorecord players ("jukeboxes"), as defined in 17 U.S.C. § 116.
- D. The authorization provided in this Agreement shall be limited to public performances made in the United States of America, its territories, possessions and the Commonwealth of Puerto Rico.
- E. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions made as part of Sporting Events ("Sporting Events" are professional, semi-professional, major or minor league athletic competitions).
- F. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions made as part of Concerts, other than those promoted solely by LICENSEE ("Concerts" are those performances by an entertainer or entertainment group where the primary focus is the performance of music).
- G. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions made by and/or on the premises of colleges and/or universities.

3. LICENSE FEE

- A. In consideration of the rights granted herein, LICENSEE shall pay to SESAC an annual license fee (each, a "License Fee") for each calendar year during the Term (each, a "License Fee Period") in accordance with Schedule "A," which is attached hereto and incorporated herein.
- B. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, upon notice to LICENSEE, to make changes to Schedule "A." In such event, LICENSEE shall have the right to terminate this Agreement as of the date such change(s) are to take effect, provided that LICENSEE gives notice to SESAC of such termination specifically referencing this Paragraph, not later than thirty (30) days after SESAC notifies LICENSEE of such change(s). For the avoidance of doubt, annual rate adjustments made pursuant to Paragraph 3.E below shall not be considered a change to Schedule "A."
- C. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, but not the obligation, to verify through independent sources any information required to be reported by LICENSEE pursuant to Schedule "A," and SESAC may adjust the License Fee(s) as may be appropriate based on information obtained from such sources.
- D. In the event SESAC is determined by any taxing authority or court to be liable for the payment of a gross receipts, sales, use, business use or other tax which is based on the amount of SESAC's receipts from LICENSEE, then LICENSEE shall reimburse SESAC, within thirty (30) days of notification to LICENSEE therefor, for any such tax derived from receipts received from LICENSEE.

Minutes, City of Southaven, Southaven, Mississippi

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E. Effective each January 1 following the Effective Date, the rates set forth in the Fee Schedule shall be increased by an amount equal to the percent increase in the Consumer Price Index – All Urban Consumers (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, between the most recent October and the preceding October or five percent (5%), whichever amount is greater.

4. BREACH AND CURE; LATE PAYMENT CHARGE

A. In the event LICENSEE is in default or breach of any provision of this Agreement, including failure to make any payment when due hereunder, and LICENSEE has not cured such default or breach within thirty (30) days following SESAC's notice to LICENSEE thereof, then SESAC shall have the right to terminate this Agreement in addition to pursuing any and all other rights and/or remedies.

B. SESAC shall have the right to impose a late payment charge of one and one-half percent (1.5%) per month for any License Fee payment that is more than thirty (30) days past due. SESAC shall also have the right to impose a charge of \$35.00 for each dishonored check or other form of payment. In the event SESAC incurs any expenses in connection with the collection of any amounts past due to SESAC hereunder, including but not limited to attorney's fees, LICENSEE shall be responsible for promptly paying such amounts to SESAC.

5. INTENTIONALLY OMITTED

6. TERM OF LICENSE

A. The term of this Agreement shall be for an initial period that commences on the Effective Date and continues for a period of twelve (12) calendar months (the "Initial Period"). Thereafter, this Agreement shall automatically continue in full force and effect for successive additional periods of twelve (12) calendar months (each, a "Renewal Period"). Either party may terminate this Agreement effective as of the last day of the Initial Period or as of the last day of any Renewal Period, upon advance notice to the other party specifically referencing this Paragraph at least thirty (30) days prior to the commencement of the upcoming Renewal Period. The Initial Period and any Renewal Period(s) shall be collectively referred to herein as the "Term."

B. Notwithstanding anything to the contrary contained herein, SESAC shall have the right to terminate this Agreement: (i) at any time upon notice to LICENSEE in the event LICENSEE is adjudicated bankrupt, or a petition in bankruptcy is filed with respect to LICENSEE, or LICENSEE is declared or becomes insolvent; or (ii) upon thirty (30) days' notice to LICENSEE by reason of any law, rule, decree or other enactment having the force of law, by any authority, whether federal, state, local, territorial or otherwise, which results in substantial interference in SESAC's operation or a substantial increase in the cost of conducting its business.

7. MISCELLANEOUS

A. This Agreement shall be governed by and subject to the laws of the State of Mississippi, applicable to agreements made and to be wholly performed in Mississippi. This Agreement supersedes and cancels all prior negotiations and understandings between SESAC and LICENSEE in connection with the subject matter hereof. If any part of this Agreement is determined invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect. No waiver of any breach of this Agreement shall be deemed a waiver of any preceding, continuing or succeeding breach of the same, or any other provision of this Agreement.

B. SESAC shall have the right, upon notice to LICENSEE, to withdraw from the scope of this Agreement the right to publicly perform any Composition (or collection of Compositions) as to which any action has been threatened, instituted or a claim made that SESAC does not have the right to license the performance rights in such Composition (or collection of Compositions).

Minutes, City of Southaven, Southaven, Mississippi

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C. This Agreement shall not be assignable by LICENSEE without SESAC's prior written permission. Subject to the preceding sentence, this Agreement shall be binding upon and inure to the benefit of SESAC's and LICENSEE's successors and assigns, but no assignment shall relieve SESAC or LICENSEE of its respective obligations under this Agreement. LICENSEE shall notify SESAC within thirty (30) days of any change of ownership or control of LICENSEE's operations.

D. This Agreement shall not be valid until executed by an authorized signatory of SESAC. This Agreement has been read and is understood by both parties and contains their entire understanding with regard to the subject matter hereof. No waiver, addition or modification shall be valid unless in writing, executed with the same formality as this Agreement.

E. All notices required or permitted herein shall be in writing and deemed given to the other party hereto when sent to an address for such party set forth in this Agreement or such other address as such party may designate by written notice.

IN WITNESS THEREOF, the parties have caused this Agreement to be duly signed as of

(please insert today's date)

LICENSEE

By:



(Signature)

Darren Musselwhite

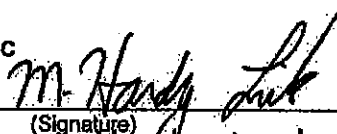
(Type or Print Name)

Title:

Mayer

SESAC

By:



(Signature)

M. Hardy Link

(Type or Print Name)

Title:

National Accounts Manager

Minutes, City of Southaven, Southaven, Mississippi

DocuSign Envelope ID: 78BBFEBA-6BE0-4ECE-8127-9216F8378E01

Schedule "A" to the SESAC Music Performance License for Municipalities

1. FEE SCHEDULE/LICENSE FEE CALCULATION.

The License Fee for each License Fee Period shall be calculated using the Fee Schedule (the current version of which is set forth below), and the most recently submitted License Fee Report.

2020 Fee Schedule

<u>"Population"</u>	<u>License Fee for calendar year 2020</u>
25,000 or less	\$ 460
25,001 - 50,000	\$ 919
50,001 - 100,000	\$ 1,496
100,001 - 150,000	\$ 2,179
150,001 - 250,000	\$ 2,980
250,001 - 500,000	\$ 3,896
500,001 And over	\$4,931 + \$460 for each additional 100,000 population

2. LICENSE FEE PAYMENT.

Upon the execution of this Agreement, LICENSEE shall pay the initial License Fee to SESAC which amount shall be prorated (if applicable) to reflect payment for the period from the Effective Date through the end of such License Fee Period. The License Fee for each License Fee Period thereafter shall be submitted to SESAC on or before the commencement of such License Fee Period.

3. REPORTING.

A. Upon the execution of this Agreement, LICENSEE shall submit to SESAC a completed license fee report in the form attached hereto as Schedule "B" (each, a "License Fee Report"), which is incorporated herein. Said initial License Fee Report shall set forth the Population of the Municipality as of the Effective Date.

B. On or before each October 1 during the Term following the Effective Date, LICENSEE shall provide SESAC with an updated License Fee Report setting forth the Population of the Municipality as of the preceding September 1; provided, however, LICENSEE shall not be required to submit any License Fee Report which would contain the same Population as the most recently submitted License Fee Report.

C. All reports under this Agreement shall be submitted by LICENSEE, by electronic means if possible, in Excel or similar format if applicable, to reporting@sesac.com, or by regular mail addressed to:

SESAC
35 Music Square East
Nashville, TN 37203

4. DEFINITIONS.

"Population" means the total population of the municipality as of the most recent United States Census.

5. **CERTIFICATION.** LICENSEE hereby represents and warrants that all information which has been, or which will be, provided by LICENSEE pursuant to this Schedule "A" to be complete, true and accurate.

Minutes, City of Southaven, Southaven, Mississippi

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Schedule "B" to the SESAC Music Performance License for Municipalities License Fee Report Form

A.	Municipality Name	City of Southaven
B.	Municipality Population	54,944
C.	Information Applicable as of	3/11/2020

Minutes, City of Southaven, Southaven, Mississippi

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI TO AMEND 2020 BUDGET

The Mayor and Board of Aldermen of the City of Southaven, Mississippi (the "City"), considered the matter of amending the 2020 City Budget.

WHEREAS, pursuant to Miss. Code 21-35-25, the City desires to amend its 2020 budget;
and

WHEREAS, the City's actual collections and anticipated revenues will exceed the estimates; thus, the City desires to revise and increase the budget appropriation of such funds as set forth in Exhibit A; and

WHEREAS, the transfer from fund to fund, or from item to item, will not result in the expenditure of any money for a purpose different from that which was budgeted or collected; and

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Board approves the budget amendment as set forth in Exhibit A and authorizes the Mayor or CAO or their designee to take any and all actions for such amendment.
2. If required, the City is authorized to publish within two (2) weeks of this action in the same manner as the final adopted budget. This publication shall contain a description of the amendment, the amount of money and funds affected, and a detailed statement explaining the need and purpose of the amendment. The vote of each member of the municipality's governing authority on each amendment shall be included in the publication or posted notice.
3. The Mayor or CAO or their designee are authorized to take all actions to further the effectuate the intent of this Resolution.

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Minutes, City of Southaven, Southaven, Mississippi

Following the reading of the foregoing Resolution, Alderman Hoots made the motion and Alderman Wheeler seconded the motion for its adoption. The Mayor put the question to a roll call vote, and the result was as follows:

Alderman William Brooks	voted: YES
Alderman Kristian Kelly	voted: YES
Alderman George Payne	voted: YES
Alderman Joel Gallagher	voted: YES
Alderman John Wheeler	voted: YES
Alderman Raymond Flores	voted: YES
Alderman Charlie Hoots	voted: YES

RESOLVED AND DONE, this the 17th day of March, 2020



Darren Musselwhite, MAYOR

ATTEST:


Andrea Mullen, CITY CLERK



Minutes, City of Southaven, Southaven, Mississippi

			Current	Amend	Amended Total
0100 580 600	Capital Proceeds	\$	200,000	\$ 15,000,000	\$ 15,200,000
711-640-220	Fire Station 5	\$	-	\$ 4,500,000	\$ 4,500,000
711-640-230	Snowden Turf	\$	-	\$ 6,000,000	\$ 6,000,000
711-640-900	Bond Expense	\$	230,000	\$ 2,500,000	\$ 2,730,000
				\$ 13,000,000	

Minutes, City of Southaven, Southaven, Mississippi

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI TO AMEND 2020 BUDGET

The Mayor and Board of Aldermen of the City of Southaven, Mississippi (the "City"), considered the matter of amending the 2020 City Budget.

WHEREAS, pursuant to Miss. Code 21-35-25, the City desires to amend its 2020 budget; and

WHEREAS, the City's actual collections and anticipated revenues will exceed the estimates; thus, the City desires to revise and increase the budget appropriation of such funds as set forth in Exhibit A; and

WHEREAS, the transfer from fund to fund, or from item to item, will not result in the expenditure of any money for a purpose different from that which was budgeted or collected; and

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Board approves the budget amendment as set forth in Exhibit A and authorizes the Mayor or CAO or their designee to take any and all actions for such amendment.
2. If required, the City is authorized to publish within two (2) weeks of this action in the same manner as the final adopted budget. This publication shall contain a description of the amendment, the amount of money and funds affected, and a detailed statement explaining the need and purpose of the amendment. The vote of each member of the municipality's governing authority on each amendment shall be included in the publication or posted notice.
3. The Mayor or CAO or their designee are authorized to take all actions to further the effectuate the intent of this Resolution.

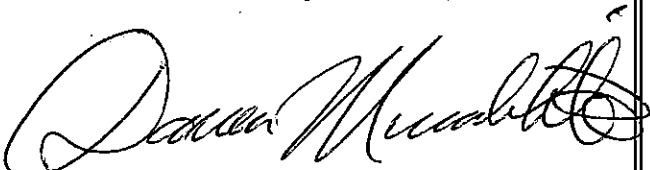
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Minutes, City of Southaven, Southaven, Mississippi

Following the reading of the foregoing Resolution, Alderman Flores made the motion and Alderman Brooks seconded the motion for its adoption. The Mayor put the question to a roll call vote, and the result was as follows:

Alderman William Brooks	voted: YES
Alderman Kristian Kelly	voted: NO
Alderman George Payne	voted: YES
Alderman Joel Gallagher	voted: YES
Alderman John Wheeler	voted: RECUSED
Alderman Raymond Flores	voted: YES
Alderman Charlie Hoots	voted: NO

RESOLVED AND DONE, this the 17th day of March, 2020



Darren Musselwhite, MAYOR

ATTEST:


Andrea Mullen, CITY CLERK



Minutes, City of Southaven, Southaven, Mississippi

		Current	Amend	Amended Total
711-640-240	Pedestrian Bridge	\$ -	\$ 2,000,000	\$ 2,000,000
			\$ 2,000,000	

Minutes, City of Southaven, Southaven, Mississippi

RESOLUTION FOR ASSESSING UNPAID SANITATION FEES

WHEREAS, the City of Southaven ("City") operates and maintains a garbage and rubbish collection system; and

WHEREAS, the City previously implemented a \$12.00 per month sanitation fee to defray the cost for the operating and maintaining of the garbage and rubbish collection system; and

WHEREAS, despite correspondence requesting that the City residents pay the sanitation fee and providing the residents the opportunity to address the City Board at previous City meetings, the residents listed at the properties on Exhibit A have failed to pay the sanitation fee; and

WHEREAS, the individuals were provided an opportunity for a hearing at the City Board Meetings regarding the delinquent assessments and chose not to attend the hearing; and

WHEREAS, the City desires to collect the sanitation fees from the individuals and in the amount as set forth in Exhibit A; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Board of Aldermen of the City of Southaven, Mississippi, as follows, to-wit:

1. Pursuant to Mississippi Code Section 21-19-2, the City Public Works Director and his staff are authorized to notify the Desoto County Tax Collector of the unpaid fees for those residents as set forth in Exhibit A. Upon receipt of the residents and addresses as set forth in Exhibit A from the City, the Desoto County Tax Collector shall not issue or renew a motor vehicle road and bridge privilege license for the motor vehicle owned by those individuals, unless such fees or charges, in addition to any other taxes or fees assessed against the motor vehicle, are paid.

2. In lieu of filing the assessments with the Desoto County Tax Collector, the City, pursuant to Mississippi Code 21-19-2, may file a lien on the property offered the sanitation service.

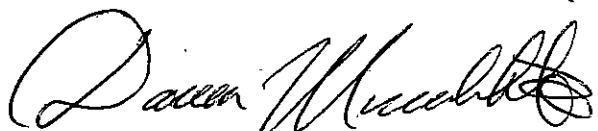
3. The Mayor, City Public Works Director and any of their designees are authorized to take any and all action to effectuate the intent of this Resolution.

Minutes, City of Southaven, Southaven, Mississippi

After a full discussion of this matter, ALDERMAN Gallagher moved that the foregoing Resolution be adopted. The motion was seconded by ALDERMAN Wheeler. Upon the question being put to a vote, Members of the Board of Aldermen voted as follows:

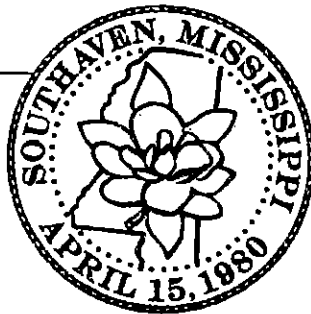
Alderman William Brooks	voted: YES
Alderman Kristian Kelly	voted: YES
Alderman George Payne	voted: YES
Alderman Joel Gallagher	voted: YES
Alderman John Wheeler	voted: YES
Alderman Raymond Flores	voted: YES
Alderman Charlie Hoots	voted: YES

RESOLVED AND DONE, this 17th day of March, 2020.


Darren Musselwhite, MAYOR

ATTEST:


City Clerk



Minutes, City of Southaven, Southaven, Mississippi

Property Owners/Previous Tenants who live somewhere else in Desoto County other than service address
(got letters to pay by certain date & never did)

SERVICE ADDRESS:	PROPERTY OWNER/ TENANT NAME:	PROP. OWNER/TENANT PERSONAL ADDRESS:	AMOUNT INFORMATION:	ACTION:
5387 Bradley Lane	Sandra Riley	7772 Stacey Drive, Southaven	STILL NOT PAID - \$62.40 (Sandra Riley account)	Car tag hold at both addresses (Bradley & Stacey)
5483 Bradley Lane	Kayla Oakley	7080 Thornwood Cove Walls, MS 38580	STILL NOT PAID - \$49.20 (Kayla Oakley account)	Car tag hold at both addresses (Bradley & Thornwood)
5638 Casey Lane	Decarlo Williams	6018 Weatherby Cove, Southaven	STILL NOT PAID - \$63.60 (Decarlo Williams account)	Car tag hold at both addresses (Casey & Weatherby)
4985 Glenalden Cove	Taylor Rowell	4375 Hwy 51 N, Apt. 27-103 Horn Lake, MS 38637	STILL NOT PAID - \$75.60 (Taylor Rowell account)	Car tag hold at both addresses (Glenalden & Hwy 51)
860 Great Oaks	Bethany Hutsell	7241 Malone Road Olive Branch, MS 38654	STILL NOT PAID - \$98.40 (Bethany Hutsell account)	Car tag hold at both addresses (Great Oaks & Malone)

Customers who got 2/6/20 Letter, to be paid by 3/6/20; Picked up carts on 3/10/20, Still Not Paid as of 3/13/20

Address:	Resident:	ACTION:	ADDITIONAL NOTES:
5624 April Drive	Stephen Paschall	Car tag hold	
5305 Bradley Lane	Cartrina Hicks	Car tag hold	
639 Burton Lane	John McGee	Car tag hold	
5631 Casey Lane	Tina Jones	Car tag hold	
5675 Cedar Lake Drive N	Barbara Capers	Car tag hold	
1086 Great Oaks	Richard Lee	Car tag hold	
5338 Kallian Cove	Jonathan Warfield	Car tag hold	
5339 Kristy Lane	Erica Stringer	Car tag hold	
932 Lakemont Cove	Karolyn McGhee	Car tag hold	Couldn't get to cart; trying again 3/13/20
1013 McGowan Drive	Cecilia Smith	Car tag hold	Couldn't get to cart; trying again 3/13/20
789 Neshoba Drive	Kristal Helums	Car tag hold	Couldn't get to cart; trying again 3/13/20
5420 Payton Drive E	Curtis Carter	Car tag hold	
5941 Rockland	Jerry Reed	Car tag hold	
746 Steward Lane	Michael Thead	Car tag hold	
754 Steward Lane	Kathaleen Joplin	Car tag hold	Couldn't get to cart; trying again 3/13/20
5819 Surrey Lane	Tonya Hopper	Car tag hold	

List Current as of 3/13/20

Memorandum of Understanding

This Memorandum of Understanding, hereafter (Agreement), between the Southaven Police Department, a local law enforcement agency, hereafter (LLEA), with offices located at 8691 Northwest Drive, Southaven, MS 38671, and the Mississippi Department of Public Safety, hereafter (MDPS), with offices located at 1900 East Woodrow Wilson Avenue, Jackson, Mississippi 39216, outlines a cooperative agreement by which the MDPS will provide an electronic citation application suite, hereafter (eCitation) or (eCitation Application Suite), consisting of all components provided, or may be provided, by MDPS, to the LLEA.

WHEREAS, the MDPS, in conjunction with its contractors, has undertaken the development of an eCitation Applications Suite which includes the implementation of an electronic citation tracking system, accompanied by other law enforcement information management solutions; and

WHEREAS, the MDPS has made provisions to retain the services of contractors and sub-contractors to provide the development, implementation, training and helpdesk support, hereafter "Highway Safety Contractors"; and

WHEREAS, the LLEA, by signature affixed hereto, desires to utilize the eCitation Applications Suite being offered;

NOW, THEREFORE, in consideration of the mutual understandings, promises, consideration, and agreements set forth, the parties hereto agree as follows:

Period of Performance

This Agreement shall provide for an initial term for a period of one year from the date of last signature affixed to this document, hereafter (Initial Term). The Agreement will automatically renew for subsequent one-year terms, hereafter referred to as (Subsequent-Terms).

Termination

Either party may terminate this Agreement for convenience with a written ninety day notice.

Either party may terminate this Agreement for cause immediately by written notice.

Commercial Terms

During the Initial Term or Subsequent Terms, the charge to the LLEA for use of the eCitation system will be zero dollars (\$0.00). Should funding sources or system cost change, MDPS reserves the right to negotiate a fee with the LLEA that will cover the cost of operating, supporting and upgrading the eCitation Application Suite.

Minutes, City of Southaven, Southaven, Mississippi

MDPS Responsibilities

Under this Agreement the MDPS agrees to:

- 1) Notify the LLEA immediately if a breach of information technology security has occurred, or may have occurred. Examples would include compromised LLEA data due to hacked or compromised system(s), networks, etc...
- 2) Provide the MDPS Criminal Justice Information System (CJIS) Security Policy and Security Addendum form for the LLEA reference and use. DPS will receive and catalog approved forms.
- 3) Maintain proper licensing of all applications, software and utilities used to deliver the eCitation application suite.
- 4) Highway Safety Contractor: contract to provide programming, implementation, training, support and eCitation helpdesk services for the standard products included within the eCitation application suite. These services specifically exclude hardware, hardware support or on-site services. The Highway Safety Contractor will provide:
 - a) eCitation Software installed or a link provided for installation. It will be the responsibility of the LLEA to ensure that the software is compatible with all hardware (e.g., printers, card readers, GPS systems, workstations, network equipment, etc.).
 - b) Web service where courts, court vendors or RMS vendors can pull down ticket data from a website. The URL, username, password and schema for the LLEA's ticket data will be provided to vendor(s) at the request of the LLEA.
 - c) Account management for eCitation for law enforcement personnel and court clerks (8am-5pm Monday-Friday help desk).
 - d) Software support (8am-5pm Monday-Friday help desk) for the eCitation application suite – no hardware support will be provided (e.g., workstation, printer, card reader, GPS, network equipment, etc.; these issues/questions will need to be addressed to hardware provider or LLEA technology services).
 - e) Deleted.
 - f) Training on eCitation Application Suite for LLEA personnel (online training or face-to-face on dates and at sites determined by the Highway Safety Contractor). Local agencies will be responsible for any travel costs incurred for training.
 - g) Training on eCitation Application Suite for court personnel (online training or face-to-face on dates and at sites determined by the Highway Safety Contractor). Local agencies will be responsible for any travel costs incurred for training.
- 5) Provide third-line support during regular business hours to the Highway Safety Contractor.
- 6) Provide account management support.
- 7) Work with Highway Safety Contractor to obtain approval for adding new charges to the eCitation system.

Minutes, City of Southaven, Southaven, Mississippi

LLEA Responsibilities

Under this Agreement the LLEA agrees to:

- 1) Abide by the Mississippi Department of Information Technology Services Enterprise Security Policy including the prohibition on implementing any form of split-tunneling network protocol while accessing the state network, data or systems.
- 2) Provide all in-car hardware including: PCs, mounts, Wide Area Network (WAN) and LAN network equipment, printers, card-readers, modems, etc..., as well as consumables such as paper, ink, etc..., and services such as data network charges.
- 3) Maintain proper licensing of all LLEA software, utilities or applications utilized in association with this agreement.
- 4) Utilize a version of Microsoft Windows™ operating system and service pack with mainstream or extended support XP-Pro™ operating system, Service Pack 3 or higher operating system with latest service pack updates installed in a suitable time period.
- 5) Utilize anti-virus software at all times with a current license, which includes periodic updates that are automatically installed.
- 6) Allow MDPS or their contractors to use personally identifiable information (PII) and non-personally identifiable information (non-PII), from all generated tickets or forms within the eCitation Application Suite, for research and statistical purposes.
- 7) Allow MDPS or their contractors to share personally identifiable information (PII) and non-personally identifiable information (non-PII), from all generated tickets or forms within the eCitation Application Suite, on an individual driver basis (not bulk data), with other law enforcement agencies, including out-of-state law enforcement agencies, as approved by MDPS.
- 8) Notify MDPS immediately if a breach of IT security has occurred, or may have occurred. Examples would include stolen-laptop, system misuse, hacked or compromised system(s), networks, etc...
- 9) Execute a MDPS Security Addendum, as provided in Exhibit 1, for each IT support person and applicable personnel and file with the MDPS IT Security Officer.
- 10) Conform to current and future versions of all software and applications developed by the Highway Safety Contractor in collaboration with MDPS (no software modifications will be made for LLEAs).
- 11) Conform to the Uniform Traffic Citation tickets and standard forms (content and layout) developed and approved by the State with the only modification to tickets and forms for LLEAs being the name of the LLEA printed at the top of the tickets and forms (no other modifications will be made for LLEAs). See the currently approved tickets and forms in the attached Exhibit 2.
- 12) Conform to the transfer and court contact date policies developed and approved by the State (i.e., currently General Affidavit (GA) charges will NOT be electronically transmitted to the Court and will require paper submission to the Court; For LLEAs writing to Justice Courts, non-jailed UTC violations will undergo a 7-day hold before being transferred to the Court;

Minutes, City of Southaven, Southaven, Mississippi

DUIs must include a Court contact date that is less than 30 days from the issue date; UTCs and GAs must include a Court contact date that is less than 60 days from the issue date).

- 13) Coordinate with its reporting court or its court management vendor, hereafter (Court), to:
 - a) Provide a Court point-of-contact and contact information.
 - b) Specify the Court contact information to be printed on all eCitation-generated tickets.
 - c) Be responsible for pulling ticket data from the standard web service and integrating the data into its management systems.
 - d) Be responsible (Courts) for ensuring all tickets and all needed data fields from the schema are included in its systems and available for transmission to MDPS.
 - e) Be responsible (Courts) for any missing tickets (eCitation helpdesk can be contacted by Court and told to make tickets available again for download, if needed; but, it will be up to the Court to ensure and verify that all tickets are downloaded and that those tickets are not double-entered into its management systems).
 - f) Be responsible (Court staff) for downloading, printing and submitting any required printed copies of citations to MDPS (DUI, fail-to-appear, etc...).
 - g) Agree (Court) to submit ALL citations regardless of judgment to MDPS.
- 14) Provide LLEA and Court user names to the eCitation helpdesk and notify the eCitation helpdesk immediately when personnel changes or dismissals occur or when Court contact information changes (e.g., Court name, address, or phone number appearing on tickets) occur.
- 15) Provide first level end-user support and first level technical support to its users and Court personnel.
- 16) Disallow all users sharing access, logins or passwords in any form.
- 17) Agency and Court agrees that, except as noted herein, it will not otherwise copy, translate, modify, adapt, decompile, disassemble, or reverse engineer any of the software provided without the prior written consent of MDPS. All title and proprietary rights, whether tangible or intangible, including but not limited to copyright, trademark, and trade secret rights, in and to the software are retained by MDPS, licensor or the third party software manufacturer as applicable. LLEA agrees to reproduce and include the copyright, trademark, and other proprietary rights notices on any copies made of the software and documentation.
- 18) Agency and Court agrees to utilize the eCitation application suite for its own internal purposes and not disseminate the software or documentation to any third party.
- 19) Provide properly formatted and verified local ordinance information, where applicable. The LLEA understands that MS-DPS and/or its contractor may provide technical assistance for the addition of citation codes, brief descriptions, text descriptions or other references for local ordinances or additional cites that might be used by the LLEA for other violations, but the determination of legality of these additions will be the responsibility of the LLEA or its counsel. In addition, the new violations must be able to be issued onto existing forms currently available in the electronic citation system (shown in Exhibit 2).

Minutes, City of Southaven, Southaven, Mississippi

- 20) Agency and Court agrees to abide by all applicable state and federal privacy and security laws, regulations or policies, including FBI-CJIS policies and the Driver Privacy Protection Act (DPPA).

Agreement Modification or Renegotiation

This Agreement may be modified only by written agreement signed by the parties hereto, any attempt at oral modification shall be void and of no effect. The parties agree to renegotiate the Agreement if federal and/or state revisions of any applicable laws or regulations make changes in this Agreement necessary.

Notices

Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by electronic means provided that the original of such notice is sent by certified United States mail, postage prepaid, return receipt requested, or overnight courier with signed receipt, to the party to whom the notice should be given at their business address listed herein.

The MDPS address for notice is:

_____, Commissioner
Mississippi Department of Public Safety
Post Office Box 958
Jackson, Mississippi 39205

or successor.

The LLEA's address for notice is:

Macon Moore, Chief of Police
Southaven Police Department
8691 Northwest Drive
Southaven, MS 38671

or successor.

Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

Warranties

MDPS provides no warranties to the LLEA on the acceptability or usefulness of the products or services offered through this Agreement.

Minutes, City of Southaven, Southaven, Mississippi

Waiver

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this Agreement.

Governing Law

This Agreement shall be construed and governed in accordance with the laws of the State of Mississippi.

Severability

If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Sovereign Immunity

By entering into this Agreement with LLEA, the MDPS does in no way waive its sovereign immunities or defenses as provided by law.

Captions

The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provision or section of this Agreement.

Other Provisions

The Parties agree no other or special provisions are included or contemplated under this Agreement.

Minutes, City of Southaven, Southaven, Mississippi

Entire Agreement

This Memorandum of Understanding constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto.

For the faithful performance of the terms of this Agreement, the parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

Mississippi Department of Public Safety

Southaven Police Department

By: _____
Authorized Signature

By:  _____
Authorized Signature

Printed Name: _____

Printed Name: Macon Moore

Title: Commissioner of Public Safety

Title: Chief of Police

Date: _____

Date: 03-20-2020

Exhibit 1

See attached MDPS Security Addendum.

Minutes, City of Southaven, Southaven, Mississippi

MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY

SECURITY ADDENDUM

CERTIFICATION

I recognize that Mississippi Department of Public Safety information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to this information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or redisseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or redisseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Signature of Contractor Employee

Date

Printed Name/Signature of Contractor Representative

Date

Organization and Title of Contractor Representative

3/7/2014
v1.0

Exhibit 2

See attached standard forms used by eCitation.

Minutes, City of Southaven, Southaven, Mississippi

UNIFORM TRAFFIC TICKET				DRIVING UNDER THE INFLUENCE			
AGENCY CODE 9053		MISSISSIPPI HIGHWAY SAFETY PATROL		200096192			
IN THE COURT DESIGNATED BELOW, THE AFFIANT HEREIN, BEING DULY SWORN, UPON OATH DOES DEPOSE AND SAY THAT WITHIN THE COUNTY OF OKTIBBEHA, STATE OF MISSISSIPPI, AT THE FOLLOWING LOCATION, TIME AND DATE: JUDICIAL DISTRICT ☒ 1 ☐ 2							
HWY / ST 82 / AT OR NEAR / LOCATION OF VIOLATION				DISTRICT 5			
DAY WEDNESDAY		DATE 10/1/2014		TIME OF STOP 1:24 PM		ACCIDENT? ☒ YES ☐ NO	
NAME (FIRST NAME, MIDDLE NAME, LAST NAME) FIRST MIDDLE LAST JR							
LICENSE ADDRESS 123 LICENSE ADDRESS							
CITY ANY CITY				STATE AL		ZIP CODE 11111	
DRIVER LICENSE NUMBER 123456789		CLASS R		STATE MS		SEX M	
VEHICLE LICENSE NUMBER TAGNUM1234		STATE MS		YEAR 1999		MAKE SUBA	
DEPENDANT'S CURRENT ADDRESS 501 CURRENT ADDRESS CURRENT CITY, CA 25422		DEPENDANT'S CURRENT TELEPHONE NUMBER 555-555-5555 X 55555		RACE W		DATE OF BIRTH 10/10/1979	
VEHICLE TYPE SV		MODEL OUTBACK		YEAR 1999		MAKE SUBA	
☒ Offense occurred within the city limits of STARKVILLE, Mississippi							
☐ Violation pursuant to Commercial Driver's License Law ☐ Required placard under Hazardous Materials Transportation Act							
That the aforesaid person did, in violation of § 63-11-30(1) Mississippi Code of 1972, willfully and unlawfully drive or otherwise operate a motor vehicle within this state:							
☒ (a) Under the influence of intoxicating liquor; or							
☐ (b) Under the influence of any other substance which impaired such person's ability to operate a motor vehicle; or							
☐ (c) Under the influence of any drug or controlled substance, the possession of which is unlawful under the Mississippi Controlled Substances Law; or							
(d) Has an alcohol concentration in the person's blood, based upon grams of alcohol per 100ml of blood, or grams of alcohol per 200L of breath, as shown by a chemical analysis of the person's breath, blood or urine administered as authorized by this chapter; of:							
☒ (i) Eight one-hundredths percent (.08%) or more for a person who is above the legal age to purchase alcoholic beverage under state law, to wit 0.13 %; or							
☐ (ii) Two one-hundredths percent (.02%) or more for a person who is below the legal age to purchase alcoholic beverages under state law, to wit %; or							
☐ (iii) Four one-hundredths percent (.04%) or more for a person operating a commercial motor vehicle, to wit %.							
After such person has been convicted of one prior offense or two prior offenses under § 63-11-30 (1) on the 22 day of NOVEMBER, 20 11, in the JUSTICE court of PRIOR COUNTY 1, county/city of PRIOR CITY 1, State of MISSISSIPPI; on the 23 day of DECEMBER, 20 13, in the MUNICIPAL court of PRIOR COUNTY county/city of PRIOR CITY 2, State of ALABAMA; and the offenses having been committed within five years.							
AGAINST THE PEACE AND DIGNITY OF THE STATE OF MISSISSIPPI							
OFFICER'S SIGNATURE		OFFICER'S NAME		UNIT/BADGE #		9999	
SWORN TO BEFORE ME, THIS THE DAY OF , 20 at am/pm							
(NAME AND TITLE)							
ARRAIGNMENT DATE BEFORE:							
☐ MUNICIPAL COURT ☒ JUSTICE COURT ON THE 29 DAY OF OCTOBER, 20 14 at 9:00 AM							
COURT'S PHYSICAL ADDRESS 104 FELIX LONG DRIVE STARKVILLE, MS 39759							
COURT'S MAILING ADDRESS 104 FELIX LONG DRIVE STARKVILLE, MS 39759							
COURT'S TELEPHONE NUMBER (662) 324-3032							
CASE #		PAGE #		DOCKET #			
OFFENSE:		FIRST ☐		SECOND ☐		THIRD OR SUBSEQUENT ☒	
						OFFENSE ☐ - 1st ☐ - 2nd ☒ - 3rd or subsequent	
SIGNATURE OF JUDGE							

9053140
VIOLATOR'S COPY

Rev. 7-14

Minutes, City of Southaven, Southaven, Mississippi

OFFICER'S NOTES:

TICKET NUMBER: 200096192
OFFICER'S NOTES WILL PRINT HERE - DUI

UNIFORM TRAFFIC TICKET

DRIVING UNDER THE INFLUENCE

AGENCY CODE
9053

MISSISSIPPI HIGHWAY SAFETY PATROL

200096192

IN THE COURT DESIGNATED BELOW, THE AFFIANT HEREIN, BEING DULY SWORN, UPON OATH DOES DEPOSE AND SAY THAT WITHIN THE COUNTY OF OKTIBBEHA, STATE OF MISSISSIPPI, AT THE FOLLOWING LOCATION, TIME AND DATE: JUDICIAL DISTRICT 1 2

HWY / ST
82 / AT OR NEAR / LOCATION OF VIOLATION

DISTRICT
5

DAY
WEDNESDAY

DATE
10/1/2014

TIME OF STOP
1:24 PM

ACCIDENT?
YES NO

NAME (FIRST NAME, MIDDLE NAME, LAST NAME)
FIRST MIDDLE LAST JR

LICENSE ADDRESS
123 LICENSE ADDRESS

CITY
ANY CITY

STATE
AL

ZIP CODE
1111

DRIVER LICENSE NUMBER
123456789

CLASS
R

STATE
MS

SEX
M

RACE
W

DATE OF BIRTH
10/10/1979

VEHICLE LICENSE NUMBER
TAGNUM1234

STATE
MS

YEAR / MAKE
15 / SUBA

MODEL
OUTBACK

VEHICLE TYPE
SV

DEFENDANT'S CURRENT ADDRESS
501 CURRENT ADDRESS CURRENT CITY, CA 20002

DEFENDANT'S CURRENT TELEPHONE NUMBER
555-555-5555 X 55555

☒ Offense occurred within the city limits of STARKVILLE, Mississippi

☐ Violation pursuant to Commercial Driver's License Law, 2 Required placard under Hazardous Materials Transportation Act

That the aforesaid person did, in violation of § 63-11-30(1) Mississippi Code of 1972, willfully and unlawfully drive or otherwise operate a motor vehicle within this state:

☒ (a) Under the influence of intoxicating liquor; or

☐ (b) Under the influence of any other substance which impaired such person's ability to operate a motor vehicle; or

☐ (c) Under the influence of any drug or controlled substance, the possession of which is unlawful under the Mississippi Controlled Substances Law; or

(d) Has an alcohol concentration in the person's blood, based upon grams of alcohol per 100ml of blood, or grams of alcohol per 200L of breath, as shown by a chemical analysis of the person's breath, blood or urine administered as authorized by this chapter; or:

☒ (i) Eight one-hundredths percent (.08%) or more for a person who is above the legal age to purchase alcoholic beverage under state law, to wit 0.13 %; or

☐ (ii) Two one-hundredths percent (.02%) or more for a person who is below the legal age to purchase alcoholic beverages under state law, to wit %; or

☐ (iii) Four one-hundredths percent (.04%) or more for a person operating a commercial motor vehicle, to wit %.

After such person has been convicted of one prior offense or two prior offenses under § 63-11-30 (1) on the 22 day of NOVEMBER, 20 11, in the JUSTICE court of PRIOR COUNTY 1 county/city of PRIOR CITY 1 State of MISSISSIPPI; on the 23 day of DECEMBER, 20 13, in the MUNICIPAL court of PRIOR COUNTY county/city of PRIOR CITY 2, State of ALABAMA; and the offenses having been committed within five years.

AGAINST THE PEACE AND DIGNITY OF THE STATE OF MISSISSIPPI

OFFICER'S SIGNATURE OFFICER'S NAME UNIT/BADGE # 9999

SWORN TO BEFORE ME, THIS THE DAY OF , 20 at am/pm

(NAME AND TITLE)

ARRAIGNMENT DATE BEFORE:

☐ MUNICIPAL COURT ☒ JUSTICE COURT ON THE 29 DAY OF OCTOBER, 20 14 at 9:00 AM

COURT'S PHYSICAL ADDRESS 104 FELIX LONG DRIVE STARKVILLE, MS 39759

COURT'S MAILING ADDRESS 104 FELIX LONG DRIVE STARKVILLE, MS 39759

COURT'S TELEPHONE NUMBER (662) 324-3032

CASE # PAGE # DOCKET #

OFFENSE: FIRST ☐ SECOND ☐ THIRD OR SUBSEQUENT ☒

JUDGEMENT OF THE COURT FINE COURT COSTS DISPOSITION DATE

THE DEFENDANT CHARGED HEREIN:

WAIVED defendant's right to an attorney after having been advised by the trial judge of the defendant's right to an attorney, and, if the defendant could not afford an attorney that one would be appointed free of charge to represent the defendant; or WAS REPRESENTED (EMPLOYED OR APPOINTED) by an attorney whose name, address and telephone number is:

Name: Phone: ()

Address:

SIGNATURE OF JUDGE

9053140
OFFICER'S COPY

Rev. 7-14

Minutes, City of Southaven, Southaven, Mississippi

UNIFORM TRAFFIC TICKET			DRIVING UNDER THE INFLUENCE		
AGENCY CODE 9053		MISSISSIPPI HIGHWAY SAFETY PATROL		200096192	
IN THE COURT DESIGNATED BELOW, THE AFFIANT HEREIN, BEING DULY SWORN, UPON OATH DOES DEPOSE AND SAY THAT WITHIN THE COUNTY OF OKTIBBEHA , STATE OF MISSISSIPPI, AT THE FOLLOWING LOCATION, TIME AND DATE: JUDICIAL DISTRICT ☒ 1 ☐ 2					
Hwy / ST 82 / AT OR NEAR / LOCATION OF VIOLATION			DISTRICT 5		
DAY WEDNESDAY		DATE 10/1/2014		TIME OF STOP 1:24 PM	
NAME (FIRST NAME, MIDDLE NAME, LAST NAME) FIRST MIDDLE LAST JR					
LICENSE ADDRESS 123 LICENSE ADDRESS					
CITY ANY CITY			STATE AL		ZIP CODE 11111
DRIVER LICENSE NUMBER 123456789		CLASS R	STATE MS	SEX M	RACE W
VEHICLE LICENSE NUMBER TAGNUM1234		STATE MS	YEAR 1999	MAKE SUBA	MODEL OUTBACK
DEFENDANT'S CURRENT ADDRESS 501 CURRENT ADDRESS CURRENT CITY, CA 20002					
DEFENDANT'S CURRENT TELEPHONE NUMBER 555-555-5555 X 55555					
☒ Offense occurred within the city limits of STARKVILLE , Mississippi					
☐ Violation pursuant to Commercial Driver's License Law, ☐ Required placard under Hazardous Materials Transportation Act					
That the aforesaid person did, in violation of § 63-11-30(1) Mississippi Code of 1972, willfully and unlawfully drive or otherwise operate a motor vehicle within this state:					
☒ (a) Under the influence of intoxicating liquor; or					
☐ (b) Under the influence of any other substance which impaired such person's ability to operate a motor vehicle; or					
☐ (c) Under the influence of any drug or controlled substance, the possession of which is unlawful under the Mississippi Controlled Substances Law; or					
(d) Has an alcohol concentration in the person's blood, based upon grams of alcohol per 100ml of blood, or grams of alcohol per 200L of breath, as shown by a chemical analysis of the person's breath, blood or urine administered as authorized by this chapter; of					
☒ (i) Eight one-hundredths percent (.08%) or more for a person who is above the legal age to purchase alcoholic beverage under state law, to wit 0.13 %; or					
☐ (ii) Two one-hundredths percent (.02%) or more for a person who is below the legal age to purchase alcoholic beverages under state law, to wit _____ %; or					
☐ (iii) Four one-hundredths percent (.04%) or more for a person operating a commercial motor vehicle, to wit _____ %.					
After such person has been convicted of _____ one prior offense or ☒ two prior offenses under § 63-11-30 (1) on the 22 day of NOVEMBER , 20 11 , in the JUSTICE court of PRIOR COUNTY 1 county/city of PRIOR CITY 1 State of MISSISSIPPI ; on the 23 day of DECEMBER , 20 13 , in the MUNICIPAL court of PRIOR COUNTY county/city of PRIOR CITY 2 , State of ALABAMA ; and the offenses having been committed within five years.					
AGAINST THE PEACE AND DIGNITY OF THE STATE OF MISSISSIPPI					
OFFICER'S SIGNATURE _____		OFFICER'S NAME _____		UNIT/BADGE # 9999	
SWORN TO BEFORE ME, THIS THE _____ DAY OF _____, 20 _____ at _____ am/pm _____ (NAME AND TITLE) _____					
ARRAIGNMENT DATE BEFORE:					
☐ MUNICIPAL COURT ☒ JUSTICE COURT ON THE 29 DAY OF OCTOBER , 20 14 at 9:00 AM					
COURT'S PHYSICAL ADDRESS 104 FELIX LONG DRIVE STARKVILLE, MS 39759					
COURT'S MAILING ADDRESS 104 FELIX LONG DRIVE STARKVILLE, MS 39759					
COURT'S TELEPHONE NUMBER (662) 324-3032					
CASE # _____		PAGE # _____		DOCKET # _____	
OFFENSE: ☐ FIRST ☐ SECOND ☒ THIRD OR SUBSEQUENT					
JUDGEMENT OF THE COURT	FINE	COURT COSTS	DISPOSITION	DATE	
THE DEFENDANT CHARGED HEREIN:					
_____ WAIVED defendant's right to an attorney after having been advised by the trial judge of the defendant's right to an attorney, and, if the defendant could not afford an attorney that one would be appointed free of charge to represent the defendant; or _____ WAS REPRESENTED (EMPLOYED OR APPOINTED) by an attorney whose name, address and telephone number is:					
Name: _____ Phone: (_____) _____					
Address: _____					
SIGNATURE OF JUDGE _____					

9053140
COMMISSIONER'S COPY

Rev. 7-14

THIS IS A TRUE AND CORRECT COPY OF THIS DOCUMENT ON FILE WITH THIS COURT.	
COURT CLERK / DEPUTY CLERK _____	DATE _____

Minutes, City of Southaven, Southaven, Mississippi

UNIFORM TRAFFIC TICKET		DRIVING UNDER THE INFLUENCE	
AGENCY CODE 9053		MISSISSIPPI HIGHWAY SAFETY PATROL	
		200096192	
IN THE COURT DESIGNATED BELOW, THE AFFIANT HEREIN, BEING DULY SWORN, UPON OATH DOES DEPOSE AND SAY THAT WITHIN THE COUNTY OF OKTIBBEHA, STATE OF MISSISSIPPI, AT THE FOLLOWING LOCATION, TIME AND DATE: JUDICIAL DISTRICT 1 2			
HWY / ST 82 / AT OR NEAR / LOCATION OF VIOLATION		DISTRICT 5	
DAY WEDNESDAY		DATE 10/1/2014	
		TIME OF STOP 1:24 PM	
		ACCIDENT? ☒ YES ☐ NO	
NAME (FIRST NAME, MIDDLE NAME, LAST NAME) FIRST MIDDLE LAST JR			
LICENSE ADDRESS 123 LICENSE ADDRESS			
CITY ANY CITY		STATE AL	
		ZIP CODE 11111	
DRIVER LICENSE NUMBER 123456789		CLASS R	
		STATE MS	
		SEX M	
		RACE W	
		DATE OF BIRTH 10/10/1979	
VEHICLE LICENSE NUMBER TAGNUM1234		STATE MS	
		YEAR 15	
		MAKE SUBA	
		MODEL OUTBACK	
		VEHICLE TYPE SV	
DEFENDANT'S CURRENT ADDRESS 501 CURRENT ADDRESS CURRENT CITY, CA 20002			
DEFENDANT'S CURRENT TELEPHONE NUMBER 555-555-5555 X 55555			
☒ Offense occurred within the city limits of STARKVILLE, Mississippi			
☐ Violation pursuant to Commercial Driver's License Law, Required placard under Hazardous Materials Transportation Act			
That the aforesaid person did, in violation of § 63-11-30(1) Mississippi Code of 1972, willfully and unlawfully drive or otherwise operate a motor vehicle within this state.			
☒ (a) Under the influence of intoxicating liquor; or			
☐ (b) Under the influence of any other substance which impaired such person's ability to operate a motor vehicle; or			
☐ (c) Under the influence of any drug or controlled substance, the possession of which is unlawful under the Mississippi Controlled Substances Law; or			
(d) Has an alcohol concentration in the person's blood, based upon grams of alcohol per 100ml of blood, or grams of alcohol per 200L of breath, as shown by a chemical analysis of the person's breath, blood or urine administered as authorized by this chapter; of:			
☒ (i) Eight one-hundredths percent (.08%) or more for a person who is above the legal age to purchase alcoholic beverages under state law, to wit 0.13 %; or			
☐ (ii) Two one-hundredths percent (.02%) or more for a person who is below the legal age to purchase alcoholic beverages under state law, to wit %; or			
☐ (iii) Four one-hundredths percent (.04%) or more for a person operating a commercial motor vehicle, to wit %.			
After such person has been convicted of one prior offense or two prior offenses under § 63-11-30 (1) on the 22 day of NOVEMBER, 20 11, in the JUSTICE court of PRIOR COUNTY 1 county/city of PRIOR CITY 1			
State of MISSISSIPPI; on the 23 day of DECEMBER, 20 13, in the MUNICIPAL court of PRIOR COUNTY county/city of PRIOR CITY 2, State of ALABAMA; and the offenses having been committed within five years.			
AGAINST THE PEACE AND DIGNITY OF THE STATE OF MISSISSIPPI			
OFFICER'S SIGNATURE		OFFICER'S NAME	
		UNIT/BADGE # 9999	
SWORN TO BEFORE ME, THIS THE DAY OF, 20 at am/pm			
(NAME AND TITLE)			
ARRAIGNMENT DATE BEFORE:			
☐ MUNICIPAL COURT ☒ JUSTICE COURT ON THE 29 DAY OF OCTOBER, 20 14 at 9:00 AM			
COURT'S PHYSICAL ADDRESS 104 FELIX LONG DRIVE STARKVILLE, MS 39759			
COURT'S MAILING ADDRESS 104 FELIX LONG DRIVE STARKVILLE, MS 39759			
COURT'S TELEPHONE NUMBER (662) 324-3032			
CASE #		PAGE #	
		DOCKET #	
OFFENSE: FIRST ☐		SECOND ☐	
		THIRD OR SUBSEQUENT ☒	
ORIGINAL/AFFIDAVIT - THIS COPY MUST BE FILED WITH THE COURT OR COURT CLERK			
THE DEFENDANT CHARGED HEREIN:			
WAIVED defendant's right to an attorney after having been advised by the trial judge of the defendant's right to an attorney, and, if the defendant could not afford an attorney that one would be appointed free of charge to represent the defendant; or WAS REPRESENTED (EMPLOYED OR APPOINTED) by an attorney whose name, address and telephone number is:			
Name:		Phone: ()	
Address:			
SIGNATURE OF JUDGE			

9053140
ORIGINAL / AFFIDAVIT

Rev. 7-14

Minutes, City of Southaven, Southaven, Mississippi

NOTICE TO VIOLATOR

The original of this ticket is an Affidavit and the charge noted on the face of such is officially lodged with the court when the issuing officer files same with the court.

This ticket may be disposed of by mail or personal appearance on or before the appearance date as noted. However, you have a right to a trial if you so desire.

State statutes permit persons charged with an offense against traffic laws of this state, in most cases, to deposit the driver's license with the arresting officer or Court in lieu of any other security to insure said person's appearance in Court wherein such charges are filed. If you elect to deposit the license as provided, and if the block is checked indicating the driver's license is deposited, this ticket will serve as a valid driver's license, but in no case shall it be in force and effect for a period of more than thirty (30) days from the date of the issuance of this ticket. Failure to appear or contact the court by the date specified will result in the suspension of the license deposited. Making application for a duplicate license during the period when the original license is posted for an appearance may result in an additional misdemeanor charge.

State law does permit persons charged with traffic violations, in most cases, to dispose of such charge by mail or personal appearance on or before the appearance date as noted on the ticket. If you pay your fine in advance it shall constitute a waiver of further charges, arraignment and trial or if you post cash bail bond and default on your appearance and the court so elects to forfeit the bond in payment of the judgment rendered, such action shall be tantamount to entry of a plea of nolo contendere by you on the charges made against you and the court may convict you of the offense stated on the ticket without further appearance by you. If you desire to dispose of this ticket by mail, contact the municipal court clerk or the justice court clerk noted on the front side, referring to the ticket number, your name as it appears on the ticket address, etc., and inquire as to the amount of fine which may be assessed. Be sure to give your correct address and zip code so that you may be notified promptly of the fine required.

WARNING

- DO NOT SEND ANY MONEY UNTIL YOU HAVE CONTACTED THE COURT
- SEND ALL FINE PAYMENTS TO THE PROPER COURT OR THE PROPER COURT CLERK, DO NOT SEND ANY MONEY TO THE LAW ENFORCEMENT AGENCY WHOSE OFFICER WROTE THE TICKET.
- IF YOU FAIL TO APPEAR OR RESPOND TO THIS TICKET WITHIN THE TIME NOTED ON THE FRONT SIDE, AN ARREST WARRANT WILL BE ISSUED FOR YOU.

STATE OF MISSISSIPPI - UNIFORM TRAFFIC TICKET

IN THE COURT DESIGNATED BELOW, THE AFFIANT HEREBY, BEING DULY SWORN, UPON OATH DOES DEPOSE AND SAY: AT THE FOLLOWING LOCATION, TIME AND DATE:

MISSISSIPPI HIGHWAY SAFETY PATROL
COUNTY OF: OKTIBBEHA
AGENCY CODE: 9053
(NINE DIGIT TICKET NUMBER) 200096193

LOCATION OF VIOLATION: AT/NEAR
LOCATION OF VIOLATION: AT OR NEAR
DAY: WED 10/1/2014
TIME: 1:24
PRECINCT: 82
DISTRICT: 5
G

DEFENDANT: (FIRST NAME, MIDDLE NAME, LAST NAME)
FIRST MIDDLE LAST JR

LICENSE ADDRESS
123 LICENSE ADDRESS

CITY: ANY CITY
STATE: AL
ZIP CODE: 11111
CLASS: R
SEX: M
DATE OF BIRTH: 10/10/1979
DRIVER'S LICENSE NUMBER: 123456789
MAKE: SUBA
MODEL: OUTBACK
TYPE: SV
YEAR: 2015

Defendant's current address: 501 CURRENT ADDRESS
CURRENT CITY, STATE, ZIP CODE: 555-5555 5555

THAT THE ABOVE NAMED DEFENDANT, WHILE OPERATING THE AFOREMENTIONED MOTOR VEHICLE, DID WILLFULLY AND KNOWINGLY COMMIT THE OFFENSE OF:

(Check Only One Offense Box)
Speed: 88 Zone: 70
☒ S92 Speeding
☐ M14 Disregard For Traffic Device
☐ N70 Driving Wrong Side Road
☐ B26 Driving While License Suspended
☐ M14 Following Too Closely
☐ M70 Improper Passing
☐ N01 Failure To Yield Right Of Way
☐ F02 Child Restraint Violation
☐ F04 Seatbelt Violation
☐ B51 No Drivers License (Expired)
☐ B55 No Motor Vehicle Inspection (Expired)
☐ B26 Driving While License Suspended (Under Implied Consent Law)
☐ M84 Reckless Driving
☐ M81 Careless Driving
☐ N30 Improper Turn
☐ D36 No Proof Of Liability Insurance
☐ Other Violation - [Code Section:]

Explanation: EXPLANATION PRINTED ON TICKETS
☐ Check Only If Driver License Is Deposited In Lieu Of Bond Or Other Security.
☐ Violation Pursuant To Commercial Driver's License Law
☐ Required Placard Under Hazardous Materials Transportation Act.
AGAINST THE PEACE AND DIGNITY OF THE STATE OF MISSISSIPPI.

AFFIANT/OFFICER'S SIGNATURE: OFFICER'S NAME
SWORN TO BEFORE ME THIS THE _____ DAY OF _____ 20
CLERK: _____

You are hereby notified to appear before the Court (JUSTICE/MUNICIPAL) to answer the charge on the 29 day of October 20 14 at 9:00 AM at the Court's Physical Address 104 FELIX LONG DRIVE STARKVILLE, MS 39759
Court's Mailing Address 104 FELIX LONG DRIVE STARKVILLE, MS 39759
Court's Telephone Number 662-324-3012

NOTE: CONTACT THE COURT TO CONFIRM THE COURT DATE
SEE REVERSE SIDE FOR ADDITIONAL INFORMATION

(This copy must be filed with the Court or Court Clerk)
VIOLATOR'S COPY CASE: 9053150 DOCKET: 07-09

Minutes, City of Southaven, Southaven, Mississippi

STATE OF MISSISSIPPI - UNIFORM TRAFFIC TICKET

IN THE COURT DESIGNATED BELOW, THE AFFIANT HERIN, BEING DULY SWORN, UPON OATH DOES DEPOSE AND SAY: AT THE FOLLOWING LOCATION, TIME AND DATE:

MISSISSIPPI HIGHWAY SAFETY PATROL	
COUNTY OF: OKTIBBEHA	AGENCY CODE 9053 (NINE DIGIT TICKET NUMBER) 200096193
JUDICIAL DISTRICT ☒ 1 ☐ 2	AT/NEAR AT OR NEAR HWY 82
LOCATION OF VIOLATION	
DAY WED DATE 10/1/2014 TIME 1:24 ☐ AM ☒ PM	ACCIDENT ☒ YES ☐ NO DISTRICT 5 PRECINCT G
DEFENDANT: (FIRST NAME, MIDDLE NAME, LAST NAME)	
FIRST MIDDLE LAST JR	
LICENSE ADDRESS	
123 LICENSE ADDRESS	
CITY ANY CITY STATE AL ZIP CODE 11111	
DRIVER'S LICENSE NUMBER 123456789	CLASS R SEX M RACE W DATE OF BIRTH 10/10/1979
VEHICLE LICENSE NUMBER TAGNUM1234 STATE MS YEAR 2015 MAKE STR MODEL OUTBACK TYPE SV	
Defendant's current address 501 CURRENT ADDRESS	
CURRENT CITY, STATE, ZIP 555-555-5555 X 555	
Defendant's current telephone number 555-555-5555 X 555	
THAT THE ABOVE NAMED DEFENDANT, WHO IS OPERATING THE AFOREMENTIONED MOTOR VEHICLE, DID WILLFULLY AND ILLEGALLY COMMIT THE OFFENSE OF:	
(Check Only One Offense Except as Noted)	
Speed 88 Zone 70	☐ R02 Child Restraint Violation
☒ S92 Speeding	☐ F04 Seatbelt Violation
☐ M14 Disregard For Traffic Device	☐ B51 No Drivers License (Expired)
☐ N70 Driving Wrong Side Road	☐ B55 No Motor Vehicle Inspection (Expired)
☐ B26 Driving While License Suspended	☐ B53 Expired Tag
☐ M34 Following Too Closely	☐ B36 Driving While License Suspended (Under Implied Consent Law)
☐ M70 Improper Passing	☐ M84 Reckless Driving
☐ N01 Failure To Yield Right Of Way	☐ M81 Careless Driving
☐ Other Violation - [Code Section _____]	☐ N50 Improper Turn
☐ D36 No Proof Of Liability Insurance	
Explanation: EXPLANATION PRINTED ON TICKETS	
☐ Check Only If Driver License Is Deposited In Lieu Of Bond Or Other Security.	
☐ Violation Pursuant To Commercial Driver's License Law	
☐ Required Placard Under Hazardous Materials Transportation Act.	
AGAINST THE PEACE AND DIGNITY OF THE STATE OF MISSISSIPPI.	
AFFIANT/OFFICER'S SIGNATURE OFFICER'S NAME UNIT/BADGE # 9999	
SWORN TO BEFORE ME THIS THE _____ DAY OF _____ 20 _____	
CLERK _____	
You are hereby notified to appear before the Court (JUSTICE/MUNICIPAL) to answer the charge on the 29 day of October 20 14 at 9:00 AM at the	
Court's Physical Address 104 FELIX LONG DRIVE	
Court's Mailing Address 104 FELIX LONG DRIVE	
STARKVILLE, MS 39759	
STARKVILLE, MS 39759	
Court's Telephone Number 662-324-3032	
NOTE: CONTACT THE COURT TO CONFIRM THE COURT DATE	
SEE REVERSE SIDE FOR ADDITIONAL INFORMATION	

OFFICER'S COPY CASE **9053150** DOCKET **07-09**

OFFICER'S NOTES:

TICKET NUMBER: 200096193

OFFICER NOTES WILL PRINT HERE - UTC

STATE OF MISSISSIPPI - UNIFORM TRAFFIC TICKET
IN THE COURT DESIGNATED BELOW, THE AFFIANT HEREBY, BEING DULY SWORN, UPON OATH
DOES DEPOSE AND SAY: AT THE FOLLOWING LOCATION, TIME AND DATE.

MISSISSIPPI HIGHWAY SAFETY PATROL
COUNTY OF: OKTUBBEHA
JUDICIAL DISTRICT: 11

AGENCY CODE: 9053
(NINE DIGIT TICKET NUMBER)
200096193

LOCATION OF VIOLATION
DAY: WED DATE: 10/1/2014 TIME: 1:24
AT/NEAR: AT OR NEAR
ACCIDENT: YES NO
PRECINCT: 82

DEFENDANT: (FIRST NAME, MIDDLE NAME, LAST NAME)
FIRST MIDDLE LAST JR

LICENSE ADDRESS
123 LICENSE ADDRESS

CITY: ANY CITY STATE: AL ZIP CODE: 11111

DRIVER'S LICENSE NUMBER: 123456789
CLASS: R MAKE: MS SEX: M DATE OF BIRTH: 10/10/1979

VEHICLE LICENSE NUMBER: TAGNUM1234 STATE: MS YEAR: 2015 MAKE: SUBA MODEL: OUTBACK TYPE: SV

Defendant's current address: 501 CURRENT ADDRESS
CURRENT CITY, STATE, ZIP CODE

Defendant's current telephone number: 555-555-5555

THAT THE ABOVE NAMED DEFENDANT, WHOSE OPERATING THE AFOREMENTIONED
MOTOR VEHICLE, DID WILLFULLY AND LAWFULLY COMMIT THE OFFENSE OF:
(Check Only One Offense Each)

Speed: 88 Zone: 70

☒ S92 Speeding
☐ M14 Disregard For Traffic Device
☐ N70 Driving Wrong Side Road
☐ B26 Driving While License Suspended
☐ M34 Following Too Closely
☐ M70 Improper Passing
☐ N01 Failure To Yield Right Of Way
☐ Other Violation - [Code Section:]

EXPLANATION PRINTED ON TICKETS

☐ Check Only if Driver License Is Deposited In Lieu Of Bond Or Other Security.
☐ Violation Pursuant To Commercial Driver's License Law
☐ Required Placard Under Hazardous Materials Transportation Act.
AGAINST THE PEACE AND DIGNITY OF THE STATE OF MISSISSIPPI.

AFFIANT/OFFICER'S SIGNATURE: OFFICER'S NAME UNIT/RADGE # 9999

SWORN TO BEFORE ME THIS THE DAY OF 20

CLERK:

You are hereby notified to appear before the Court (JUSTICE/MUNICIPAL) to answer the
charge on the 29 day of October 20 14 at 9:00 AM at the
Court's Physical Address 104 FELIX LONG DRIVE
STARKVILLE, MS 39759
Court's Mailing Address 104 FELIX LONG DRIVE
STARKVILLE, MS 39759
Court's Telephone Number 662-324-3032
NOTE: CONTACT THE COURT TO CONFIRM THE COURT DATE
SEE REVERSE SIDE FOR ADDITIONAL INFORMATION

COMMISSIONER'S COPY CASE: 9053150 PAGE: DOCKET: 07-09

Minutes, City of Southaven, Southaven, Mississippi

STATE OF MISSISSIPPI - INFORM TRAFFIC TICKET

IN THE COURT DESIGNATED BELOW, THE AFFAIANT HEREBY, BEING DULY SWORN, UPON OATH DOES DEPOSE AND SAY: AT THE FOLLOWING LOCATION, TIME AND DATE:

MISSISSIPPI HIGHWAY SAFETY PATROL

COUNTY OF: OKTIBBEHA

JUDICIAL DISTRICT 1 2

LOCATION OF VIOLATION

LOCATION OF VIOLATION

DAY DATE TIME 1:24

WED 10/1/2014

AT/NEAR

AT OR NEAR

ACCIDENT

DISTRICT

PRECINCT

9053

200096193

82

5

G

DEFENDANT: (FIRST NAME, MIDDLE NAME, LAST NAME)

FIRST MIDDLE LAST JR

LICENSE ADDRESS

123 LICENSE ADDRESS

CITY ANY CITY

STATE AL

ZIP CODE 11111

DRIVER'S LICENSE NUMBER 123456789

CLASS R

STATE MS

SEX M

RACE W

DATE OF BIRTH 10/10/1979

VEHICLE LICENSE NUMBER TAGNUM1234

STATE MS

YEAR 2015

MAKE SUBA

MODEL OUTBACK

TYPE SV

Defendant's current address 501 CURRENT ADDRESS

CURRENT CITY, STATE, ZIP CODE

Defendant's current telephone number 555-555-5555

THAT THE ABOVE NAMED DEFENDANT, WHO IS OPERATING THE AFOREMENTIONED MOTOR VEHICLE, DID WILLFULLY AND KNOWINGLY COMMIT THE OFFENSE OF:

(Check Only One Offense Below)

Speed 88 Zone 70

☒ S92 Speeding

☐ M14 Disregard For Traffic Device

☐ N70 Driving Wrong Side Road

☐ B26 Driving While License Suspended

☐ M34 Following Too Closely

☐ M70 Improper Passing

☐ N01 Failure To Yield Right Of Way

☐ Other Violation - [Code Section]

☐ F02 Child Restraint Violation

☐ F04 Seatbelt Violation

☐ B51 No Drivers License (Expired)

☐ B55 No Motor Vehicle Inspection (Expired)

☐ B53 Expired Tag

☐ B26 Driving While License Suspended (Under Implied Consent Law)

☐ M84 Reckless Driving

☐ M81 Careless Driving

☐ N50 Improper Turn

☐ D36 No Proof Of Liability Insurance

EXPLANATION: EXPLANATION PRINTED ON TICKETS

☐ Check Only If Driver License Is Deposited In Lieu Of Bond Or Other Security.

☐ Violation Pursuant To Commercial Driver's License Law

☐ Required Placard Under Hazardous Materials Transportation Act.

AGAINST THE PEACE AND DIGNITY OF THE STATE OF MISSISSIPPI

AFFAIANT/OFFICER'S SIGNATURE OFFICER'S NAME

UNIT/BADGE # 9999

SWORN TO BEFORE ME THIS THE DAY OF

CLERK

You are hereby notified to appear before the Court (JUSTICE/MUNICIPAL) to answer the charge on the 29 day of October 20 14 at 9:00 AM at the Court's Physical Address 104 FELIX LONG DRIVE

Court's Mailing Address 104 FELIX LONG DRIVE

Court's Telephone Number 662-324-3032

NOTE: CONTACT THE COURT TO CONFIRM THE COURT DATE

SEE REVERSE SIDE FOR ADDITIONAL INFORMATION

ORIGINAL / AFFIDAVIT

CASE 9053150

DOCKET 07-09

06

5003140

Minutes, City of Southaven, Southaven, Mississippi

Affidavit and Summons

To Appear in Court

06

Officer Notes

OFFICER'S NOTES WILL PRINT HERE - GA

[illegible]

OFFICER'S COPY

9053140
= 0'0

Page 20 of 28

Affidavit and Summons To Appear In Court

Page 21 of 28

[illegible]

ORIGINAL / AFFIDAVIT

Minutes, City of Southaven, Southaven, Mississippi

/itnesses

Vehicles

Vehicle #1

Year: 1970 Make: Model:

Color: RED - RED Type: N/A VIN:

Tag recorded? ☐ Tag Number: N/A Tag State: N/A Tag Year: N/A

Owner: N/A

Registration Address: Private? ☒ Commercial? ☐
N/A

Towed? ☐ Released To: N/A

Damage? ☐ Damage Details: N/A

Seizures

Drug Seizure #1

Type: Amount: 0 grams

Where stored: Custodian:

Synopsis

Officer Signature / Badge #: Date:

Case Number: .

Minutes, City of Southaven, Southaven, Mississippi

Driver Name: _____ Driver Lic#: _____ ☐ Minors in vehicle? Male Female ☐ Vehicle crash? ☐ Injuries? Breath/Blood Results: N/A / N/A Date: Monday, 25 April 2016, 9:01 AM		IMPAIRED DRIVER REPORT Mississippi Highway Patrol	Agency: Mississippi Highway Patrol Officer Name: _____ Case Number: _____ DRE Officer: _____ City/County: JACKSON / HINDS Street/Highway: _____		
Problems maintaining proper lane position: ☐ Weaving ☐ Weaving across lane lines ☐ Straddling a lane line ☐ Swerving ☐ Turning with wide radius ☐ Drifting ☐ Almost striking object or vehicle Vigilance problems: ☐ Driving in opposing lane ☐ Wrong way on one-way street ☐ Slow response to traffic signals ☐ Slow or failure to respond to officer's signals ☐ Stopping in lane for no apparent reason ☐ Driving without headlights at night ☐ Failure to signal or signal inconsistent with action Observation of the vehicle and stop: _____			Speed and braking problems: ☐ Speeding: speed: _____ / zone: _____ ☐ Stopping problems (too far, too short, too jerky) ☐ Accelerating or decelerating rapidly ☐ Varying speed ☐ Slow speed (10 m.p.h. + under limit) Judgement problems: ☐ Following too closely ☐ Improper or unsafe lane change ☐ Illegal or improper turn (too fast, jerky sharp, etc.) ☐ Driving on other than designated roadway ☐ Stopping inappropriately in response to officer ☐ Inappropriate or unusual behavior ☐ Appearing to be impaired (Explain): _____		Number of passengers: Male: 0 Female: 0 Response to stop command: ☒ Normal ☐ Abrupt ☐ Delayed Approximate vehicle stopping distance: ☒ Normal ☐ Short ☐ Long
Odor of alcoholic beverage: ☐ None ☐ Faint ☐ Moderate ☐ Strong ☐ Other: _____ Other odors detected: ☐ Marijuana ☐ Masking odors ☐ Vomit ☐ Unusual odors ☐ Urine ☐ Body odor ☐ Feces ☐ Other: _____		Speech: ☐ Fair ☐ Slurred ☐ Rapid ☐ Incoherent ☐ Slow ☐ Offensive ☐ Stuttering ☐ Mumbling ☐ Lisps ☐ Non-English ☐ Other: _____ Voice: ☐ Disguised ☐ Nasal ☐ High pitched ☐ Pleasant ☐ Loud ☐ Raspy ☐ Low pitched ☐ Soft ☐ Medium ☐ Monotone ☐ Other: _____		Response to questions: ☐ Normal ☐ Deceptive ☐ Avoiding the question ☐ Unable to cooperate ☐ Changing subject ☐ Untruthful ☐ Cooperated fully ☐ Unwilling to cooperate ☐ Other: _____	
Eyes: ☐ Bloodshot ☐ Droopy eyelids ☐ Blinking ☐ Glassy ☐ Bulging ☐ Squint ☐ Crossed ☐ Missing ☐ Dilated ☐ Normal ☐ Other: _____		Attitude: ☐ Accusatory ☐ Insulting ☐ Carefree ☐ Making excuses ☐ Cocky ☐ Polite ☐ Combative ☐ Quiet ☐ Cooperative ☐ Sleepy ☐ Excited ☐ Talkative ☐ Other: _____		Driver actions: ☐ Difficulty with motor vehicle controls ☐ Difficulty exiting the vehicle ☐ Fumbling with drivers license/documents ☐ Repeating questions or comments ☐ Slow to respond / Officer must repeat ☐ Provides incorrect information / Changes answers ☐ Other: _____ Unusual actions: ☐ Belching ☐ Laughing ☐ Crying ☐ Resisting ☐ Fighting ☐ Fleeing ☐ Hiccupping ☐ Vomiting ☐ Other: _____	

Case Number: .

Minutes, City of Southaven, Southaven, Mississippi

Behavior:

- ☐ Confused
☐ Jumpy
☐ Nervous
☐ Seemed rushed
☐ Shaking
☐ Other:

Balance:

- ☐ Unsteady
☐ Swaying
☐ Falling
☐ Uses objects/ vehicle for support
☐ Staggering

Visible drug debris:

- ☐ None
☐ On clothing
☐ In vehicle
☐ Other:

Weather conditions:

- ☐ Clear
☐ Windy
☐ Rain
☐ Other:

Indication of Drug Use

- ☐ Yes ☒ No

Note: If drug use is suspected, you should request the violator submit to a blood test in addition to an alcohol test

Level of impairment:

- ☐ Slight
☐ Obvious
☐ Extreme
☐ Other:

Traffic conditions:

- ☐ Light
☐ Moderate
☐ Heavy
☐ Other:

Surface used for field sobriety test:

- ☐ Flat ☐ Uneven
☐ Asphalt ☐ Dirt
☐ Cement ☐ Grass
☐ Tile ☐ Gravel
☐ Dry ☐ Wet
☐ Other:

Physical impairments: ☐ Yes ☒ No

If 'yes', explain: N/A

Glasses: ☐ Yes ☒ No

Contacts: ☐ Yes ☒ No

If 'yes': ☐ Hard ☐ Soft

Equal pupil size: ☐ Yes ☒ No

Eyes track together: ☐ Yes ☒ No

LEFT EYE

☐ Yes ☒ No

☐ Yes ☒ No

☐ Yes ☒ No

Lack of smooth pursuit

Distinct and sustained nystagmus at maximum deviation

Onset of nystagmus prior to 45 degrees

RIGHT EYE

☐ Yes ☒ No

☐ Yes ☒ No

☐ Yes ☒ No

Resting nystagmus: ☐ Yes ☒ No Vertical nystagmus: ☐ Present ☒ None

Cannot do test (explain):

N/A

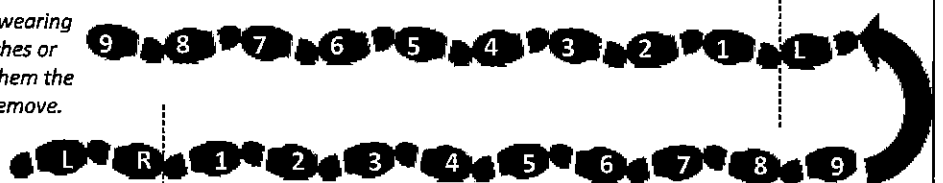
Other observations/verbal utterances/statements:

INSTRUCTIONS STAGE:

Cannot keep balance? ☐

Starts too soon? ☐

If subject is wearing heels 2 inches or taller, give them the option to remove.



WALKING STAGE:

FIRST NINE STEPS

Misses heel-to-toe 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☐ 9 ☐

Stops walking 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☐ 9 ☐

Steps off line 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☐ 9 ☐

Raises arms 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☐ 9 ☐

Actual number of steps taken:

SECOND NINE STEPS

1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☐ 9 ☐

1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☐ 9 ☐

1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☐ 9 ☐

1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☐ 9 ☐

Improper turn (Describe): N/A

Cannot do test (explain):

N/A

Other observations/verbal utterances/statements:

Case Number: .

Page 2 of 3

Page 25 of 28

Minutes, City of Southaven, Southaven, Mississippi

3. One-Leg Stand

LEFT	RIGHT		Standing on left foot	Standing on right foot
☐	☐	Sways while balancing	0 End count 0 0 0 Foot down count	0 End count 0 0 0 Foot down count
☐	☐	Uses arms to balance		
☐	☐	Hops		
☐	☐	Puts foot down		
		<i>If subject puts foot down 3 times during the test, terminate the test for their safety.</i>		
		Type of footwear: _____		
Cannot do test (explain): N/A				
Other observations/verbal utterances/statements:				

4. Horizontal

PBT: ☐ Positive result ☐ Negative result ☒ None offered	Chemical Test(s) Offered: ☒ None offered ☐ Blood ☐ Breath ☐ Other:	Breath: BrAC: <u>N/A</u> % ☐ Test refused ☐ Test taken	Blood: BAC: <u>N/A</u> % ☐ Test refused ☐ Test taken
☐ Drugs present: N/A			
Narrative:			

Minutes, City of Southaven, Southaven, Mississippi

VEHICLE PURSUIT REPORT

Officer's Name: _____ Badge Number: _____

Agency/Troop: _____ Date: _____ Time: _____

Officer/Agency Initiating Pursuit: _____

Reason Pursuit Initiated: _____

Supervisor Notified: _____

Number of Units Involved: _____ Number of Agencies Involved: _____

List all Primary Agency Officers Involved: _____ List all Other Agency Officers Involved: _____

Weather: ☐ Clear ☐ Cloudy ☐ Rain ☐ Fog ☐ Snow/Ice ☐ Other: _____

Time of Day: ☐ Daylight ☐ Dark Artificial Lighting: ☐ Yes ☐ No

Average Speed: _____ Speed Limit: _____

Volume of Traffic: ☐ None ☐ Light ☐ Heavy

Violator's Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

DL Number: _____ State: _____ Status: _____

Vehicle Year & Make: _____

Reason Violator Fled: _____

Charges: _____

Pursuit Detail of Events

Officer's Signature: _____ Badge #: _____ Date: _____

Minutes, City of Southaven, Southaven, Mississippi

ITS CONTRACT/STATEMENT OF WORK (SOW) ACCEPTANCE Project Number 45454 For DPS eCrash Reporting System and Payment Processing

TO:

Chris Shelton
Southaven Police Department

RETURN TO:

Robert.Martinez@its.ms.gov
Dept. of Information Technology Services
3771 Eastwood Drive
Jackson, MS 39211
Phone: 601-432-8002
Fax: 601-713-6380

DATE SENT: 2/28/2020

RETURN BY: 2/28/2020

INSTRUCTIONS:

Please review the attached Statement of Work (SOW) forwarded to you by the ITS staff. If any material changes are needed to this SOW, please mark all changes needed on the document and return to ITS for changes. You will be sent a revised copy to review before you sign this SOW Acceptance form. Otherwise, please select one of the options below and return this form to the address above.

Please initial the appropriate line to indicate the Contract has been reviewed & is accepted by your agency/institution and that all reviews by your agency attorney and management are complete:

☐ without changes

☐ with the following corrections to format or syntax: (attach additional pages if needed)

Page Number	Correction Needed:

Please list all names/titles, if any, who will sign this contract on behalf of your agency:

Name	Title

 03-20-2020



AUTHORIZED SIGNATURE / DATE

AGENCY / INSTITUTION

My signature above indicates that my agency/institution is a full party to the above-referenced contract, with or without the signature of the agency executive on the body of the contract. My agency executive understands and agrees that: (1) by virtue of Section 25-53-21 of the Mississippi Code Annotated, as amended, the Executive Director of ITS is the purchasing and contracting agent for the State of Mississippi in the negotiation and execution of all contracts for the acquisition of information technology equipment, software and services, and, as contracting agent, must be a party to any amendments, change orders, or termination actions for the life of this contract; (2) ITS as contracting agent is not responsible or liable for the performance or non-performance of any of agency's contractual obligations, financial or otherwise, for this contract; and (3) my agency/institution is responsible for day-to-day management of the project and contract and all business decisions pertaining thereto and must initiate any actions regarding payments, changes in scope, early termination, and invocation of any penalties defined herein, providing appropriate notification to ITS when required.

Date Revised: 3/19/2020

Minutes, City of Southaven, Southaven, Mississippi

**PROJECT NUMBER 45454
REQUEST FOR PROPOSAL # 3564
STATEMENT OF WORK: DPS ECRASH REPORTING SYSTEM AND PAYMENT
PROCESSING
BETWEEN
MISSISSIPPI INTERACTIVE, LLC
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR
SOUTHAVEN POLICE DEPARTMENT**

This Statement of Work (hereinafter referred to as "SOW") is issued pursuant to the Professional Services Agreement ("Agreement") executed December 16, 2010 between Mississippi Interactive, LLC ("Contractor" and/or "MSI") and the Mississippi Department of Information Technology Services ("ITS") as contracting agent for the Mississippi Department of Finance and Administration ("DFA"). Pursuant to said Agreement, this SOW is made by and between Contractor, ITS, and Southaven Police Department (hereinafter referred to as "Customer"). ITS and Customer are sometimes collectively referred to herein as "State". Unless otherwise indicated herein, capitalized terms used in this SOW without definition shall have the respective meanings specified in the Agreement and all section, schedule and attachment references in this SOW shall be to applicable sections, schedules and attachments of the Agreement.

This SOW shall be governed by and expressly incorporates the terms and conditions of the Agreement to the extent applicable. The parties, pursuant to the terms of the Agreement, hereby set forth the scope of work, cost, and other provisions under which Customer engages Contractor to provide the services specified herein.

1. Term: This SOW shall begin on the date it is signed by all parties (hereinafter referred to as "Effective Date"), and shall continue in effect until the expiration/termination of the Agreement unless this SOW is extended by mutual written agreement of the parties, or terminated as prescribed elsewhere herein. Notwithstanding the foregoing, this SOW shall not survive the termination or expiration of the Agreement. Termination of this SOW shall not operate to terminate any other SOW between the parties, and such termination shall not, by itself, operate to terminate the Agreement.
2. Scope of Work To Be Performed: Contractor will provide DPS eCrash Reporting System and Payment Processing. Specifications for the service are attached to this SOW as Exhibit A.
3. Deliverables: The following are the deliverables to be provided by Contractor to Customer under this SOW:
 - Facilitation of needed updates or required changes to the application
 - Maintenance Support
 - SSL encryption of the online application
 - Secure transfer of data
4. Acceptance Criteria: Per Article 4.1.2 of the Agreement, Customer shall have fifteen (15) working days to review each deliverable and to either notify Contractor of acceptance or to provide Contractor a detailed list of deficiencies that must be remedied prior to payment being made. In the event the Customer notifies the Contractor of material, non-compliance with applicable functional specifications, the Contractor shall correct the same within ten (10) working days unless

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the Customer consents in writing to a longer period of time.

MSI will provide a demonstration of the service prior to user acceptance testing ("UAT"). After UAT is completed and prior to launch, MSI will obtain a letter of acceptance from the Customer stating the application was built to the outlined functional specifications.

After acceptance and prior to launch of the service, Contractor will provide the Customer, ITS, and, if the project involves the payment of fees, DFA, with an Acceptance Letter describing that the service has been built to the Customer's requirements. The Customer, ITS, and, if applicable, DFA are required to execute the letter as a condition to Contractor moving the service into production.

5. Compensation: This payment processing application will be developed, hosted and maintained at no cost to the Customer.

Each credit card transaction will have the following fees: Total purchase amount + \$5.00
eGovernment transaction fee.

Each ACH/eCheck transaction will have the following fees: Total purchase amount + \$5.00
eGovernment transaction fee.

The following payment methods will be accepted:

- Visa
- MasterCard
- American Express
- Discover
- ACH/eCheck

6. Personnel Assignment Guarantee:

6.1 The Project Manager assigned by Contractor to this SOW is: Charlie Pringle.

6.2 Contractor guarantees it will use its best efforts to ensure that the project manager assigned to this project will remain a part of the project through the first production application deployment as long as the project manager is employed by the Contractor and is not replaced by Contractor pursuant to the third paragraph of the Article titled "Employment Status" in the Agreement. Contractor further agrees that the project manager will function in the capacity for which their services were acquired through the user acceptance of the first production application deployment under this SOW, and any failure by Contractor to so provide this person shall entitle the State to terminate this SOW and/or the Agreement for cause. Contractor agrees to pay the Customer twenty-five percent (25%) of the Net Revenue for the first twelve (12) months of the application/project authorized herein if the project manager is removed from the project prior to the successful deployment of the application/project authorized herein for reasons other than departure from Contractor's employment or replacement by Contractor pursuant to the third paragraph of the Article titled "Employment Status" in the Agreement. Subject to the State's written approval, the Contractor may substitute qualified persons in the event of the separation of the project manager therein from employment with Contractor or for other compelling reasons that are acceptable to the State, and in such event, will be expected to use its best efforts to have the substitute personnel in place within thirty (30) calendar days of the employee's departure from the assigned role, or within such other mutually agreed upon period of time, or the Customer may, in its sole discretion, terminate this SOW and/or Agreement immediately without the necessity of

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providing thirty (30) days notice. The replacement personnel shall have equal or greater ability, experience and qualifications than the departing personnel, and shall be subject to the prior written approval of the Customer, such approval not to be unreasonably withheld. The Contractor shall not permanently divert any staff member from meeting work schedules developed and approved under this SOW unless approved in writing by the Customer. In the event of Contractor personnel loss or redirection, the services performed by the Contractor shall be uninterrupted and the Contractor shall report in required status reports its efforts and progress in finding replacements and the effect of the absence of those personnel.

6.3 Notwithstanding anything contained in this SOW, the Agreement or RFP No. 3564 to the contrary, Contractor may reassign employees, without penalty, in the event that (a) Contractor believes in good faith that such a reassignment is favorable to the Customer, or (b) such reassignment is a result of disciplinary action toward the employee being removed, or (c) such reassignment is necessary in order for the Contractor to comply with the Family Medical Leave Act. In addition, nothing in this Article shall be construed to impose liability upon Contractor in the event an employee terminates its employment relationship with Contractor.

7. Responsibilities of Contractor: Contractor shall have the following responsibilities:

(a) Provide technical support to Users of the Portal. Such support shall be directed to answering User questions and resolving User problems related to screen and record formats, codes, abbreviations, billing policies, error messages, batch run problems and other concerns related to accessing public records or conducting transactions through the Portal.

(b) Provide and obtain the approval from Customer on all Customer screen display designs, internal and external design documents, requirement documents and application requirements prior to implementation and availability to Users and Monthly Account Holders.

(c) Take reasonable precautions to protect against unauthorized access or release of public records, confidential records or confidential information in the custody of Contractor or Customer, as set forth in the Agreement.

(d) Provide for payment of Regulatory Fees collected in accordance with the terms of the Agreement.

(e) Cooperate with Customer in facilitating transactions through the web Portal as provided by the mutual agreement of Customer and Contractor, including but not limited to, securing proper access from the appropriate authority for, and providing necessary security to, each type of transaction desired.

(f) Cooperate with Customer in assigning each application involving Customer a priority for development; assign each such application a priority for development in accordance with the Portal's procedures for setting and amending the priority of all Customer applications, subject to the Agreement; and work diligently to accomplish each such application in accordance with the relative priority among all Customer applications.

(g) Lead the process of determining service applications, if any, for which a Portal fee is appropriate in order to provide resources to develop, maintain, manage, operate and expand the web Portal; conduct market research regarding current and potential for-fee Customer transactions and public record applications if deemed appropriate by the Portal and work with

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Customer to develop recommendations regarding services for which a fee is appropriate and the appropriate fee to charge.

(h) Lead the process of determining service applications for which no Portal fee is appropriate in order to expand the amount and kind of free information available through the web Portal as Portal resources permit; conduct market research regarding current and potential non-fee Customer transactions and public record applications if deemed appropriate by the Portal and work with Customer to develop recommendations regarding services of benefit to individuals or businesses that may be offered free of charge.

8. Responsibilities of Customer: Customer shall have the following responsibilities:

(a) Oversee the timely and effective performance of this SOW from the perspective of the Customer, and assist Contractor in resolving constructively any problems thereunder and any new issues that arise in connection therewith.

(b) Where applicable, and as may be set forth in the mutually agreed upon project plan, the Customer authorizes Contractor to access data records maintained by the Customer solely in accordance with this SOW for the services provided hereunder. Access by Contractor will be on an as needed basis for the purpose of providing access, facilitating transactions or offering other services to Users or Monthly Account Holders of the Portal as permitted by the Customer, the Agreement, and State law.

(c) Implement reasonable system and data security procedures to prevent unauthorized access and disclosure of data records. Such reasonable procedures may include user authentication policies, firewalls, and encryption of data records during transmission and storage.

(d) Provide reasonable levels of support to any Customer located or controlled central data or computer department or service, and to any division(s), in placing online with the Portal, the applications or services as mutually agreed between the Customer and Contractor with due regard to the workload and priorities of Contractor and the Customer, and with due regard to the desires and needs of Users and Monthly Account Holders of the Portal.

(e) Review and approve all screen display designs and applications prior to implementation by Contractor and prior to availability to Users and Monthly Account Holders. The Customer agrees to perform the review in a timely manner, in accordance with the Agreement, and to promptly offer feedback, if necessary, to Contractor.

(f) Direct any applicable data or computer department or service under Customer control or where Customer has data hosted, to perform as follows:

- i. When requested, help Contractor personnel in interpreting Customer data formats and provide a point of contact for such interpretation; provide advice on display screen designs when consulted; and cooperate with Contractor in placing onto the Portal, the Customer's applications or services as mutually agreed between the Customer and Contractor, with due regard to the workload and priorities of Contractor and the Customer, and with due regard to the desires and needs of Users, and Monthly Account Holders of the Portal. The Customer may also volunteer such assistance to Contractor at the Customer's initiative.

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- ii. Provide computer access to Customer applications or services as permitted by the Customer by an acceptable method, such as electronic transmission, disk, email, or other acceptable means for the purpose of access via the Portal.
 - iii. Provide reasonable response time for online electronic inquiry within the limitations of the Customer's resources. It is understood that the statewide area network and state mainframe are not under the control of the Customer.
 - iv. Provide reasonable levels of problem determination support to help isolate problems when requested, and if the problem resides on the Customer's end of the system, provide reasonable fixes or repairs consistent with the Customer's operational priorities. Contractor will make all reasonable efforts to determine the source of the problem before contacting the Customer.
 - v. Have final control and responsibility for security authorization (in cooperation with any Customer division(s) as directed by the Customer) in granting Contractor host access to its data. The Portal Users and Monthly Account Holders will not directly access the Customer's computer system.
- (g) Direct the Customer's division(s), if any, to perform as follows:
- i. When requested, help Contractor personnel, and Portal Users and Monthly Account Holders in interpreting the Customer's data records by answering questions related to laws, rules, regulations, policies and procedures administered by the Customer and provide a point of contact within the Customer for such interpretation.
 - ii. Provide Contractor with advice on display screen designs when consulted and cooperate with Contractor in placing the Customer's applications or services onto the Portal as permitted by the Customer. The Customer may also volunteer such assistance to Contractor at the Customer's initiative.
 - iii. Assist Contractor in determining the information necessary within Customer's special expertise, to comply with state law, rules and regulations pertaining to the recovery of costs for providing access to the Customer's applications or services, conducting transactions and obtaining related services, as necessary.
 - iv. Cooperate with Contractor in the establishment of a reasonable fee for any access, transaction or other service for which a fee is appropriate.
 - v. Cooperate with Contractor in recommending the establishment of additional fee or free services available through the Portal that are of benefit to State residents and businesses, from Customer.
 - vi. Provide for payment, if applicable, in accordance with the terms of the Agreement and this SOW.

9. Customer Services or Support (Personnel Requirements): Southaven Police Department will provide policy/procedural support.

10. Project Change Control Process: The parties agree that any changes in the scope of this SOW will be processed as specified in Article 38 of the Agreement.

The parties understand and agree that the success of this project is not only contingent on the resources provided by Contractor, but also the resources provided by Customer. The milestone dates for each work stream included in this SOW are dependent on receiving input from Customer and Contractor resources in a timely manner. If these dates are missed by either Contractor or Customer for reasons other than Force Majeure Events, the parties will work together to adjust

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the project schedule and payment schedules accordingly.

11. Disputes: Any conflict between the parties shall be addressed utilizing the procedure specified in Article 22 of the Agreement.

12. Termination: Notwithstanding any other provision of this SOW to the contrary, this SOW may be terminated as follows: (a) upon the mutual, written agreement of the parties; (b) If either party fails to comply with the terms of this SOW, the non-defaulting party may terminate the SOW upon the giving of thirty (30) business days written notice unless the breach is cured within said thirty (30) business day period, or within such other period as may be agreed upon by the parties; (c) Customer may terminate the SOW without the assessment of any penalties upon thirty (30) business days written notice to Contractor if Contractor becomes the subject of bankruptcy, reorganization, liquidation or receivership proceedings, whether voluntary or involuntary, (d) Customer may terminate the SOW without the assessment of any penalties pursuant to Article 10 of the Agreement in the event funds are insufficient for the project; (e) after consultation with Customer, ITS and, if applicable, DFA, Contractor may, upon the giving of thirty (30) business days written notice terminate a particular service application if there is insufficient interest in such application demonstrated by the Users of Monthly Account Holders; or (f) Contractor may, following the giving of thirty (30) business days written notice and opportunity to cure, terminate this SOW or a particular service if the Customer fails to maintain the applications with updated information available to the Portal in accordance with the schedule agreed upon by Contractor and the Customer and such failure to maintain was due to reasons other than Force Majeure Events.

13. Collections: With respect to Subscription Services, Contractor shall be responsible to use its reasonable efforts for the collection of payments in accordance with the terms of the Agreement or this SOW.

14. Liability for Content: Contractor is not responsible for the content of any information provided to them for purposes of fulfilling the obligations of this SOW, or for the transmission, accessing or reception of the information by third parties. The Customer acknowledges that Contractor exercises no control, censorship, or direction over the links the Customer may request to other non-Portal sites that may be made available on the Portal. Further, the Customer acknowledges that Contractor exercises no control, censorship, or direction over the content of the Customer's public records or text furnished by the Customer to the Portal.

15. Suspension or Termination of Access: It is understood and agreed that the Customer or Contractor, at Customer's direction, shall have the right to suspend or terminate any User's or Monthly Account Holder's access to Customer's records at any time, for any period and without prior notice, if the Customer or Contractor learns that unauthorized access to the Customer's records or to any information derived therefrom has occurred or may occur or if the Customer obtains knowledge that any Users or Monthly Account Holders are unlawfully using, selling or releasing the Customer's records or creating an unauthorized database from the Customer's records, without Customer permission. The User or Monthly Account Holder at issue will not be permitted any future access to Customer records, unless otherwise directed by Customer.

16. Complete Agreement: This SOW and the Agreement, to the extent applicable, along with the associated mutually agreed upon project plan, if any, constitute the complete understanding of the parties with respect to the obligations herein. No amendment, waiver or alteration of this SOW will be effective unless signed by an authorized officer of each of the parties to this SOW.

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17. Transparency: In accordance with the Mississippi Accountability and Transparency Act of 2008, §27-104-151, et seq., of the Mississippi Code of 1972, as Amended, the American Accountability and Transparency Act of 2009 (P.L. 111-5), where applicable, and §31-7-13 of the Mississippi Code of 1972, as amended, where applicable, a fully executed copy of this Agreement and any subsequent amendments and change orders shall be posted to the State of Mississippi's accountability website at: <https://www.transparency.mississippi.gov>. Prior to ITS posting the Agreement and any subsequent amendments and change orders to the website, any attached exhibits which contain trade secrets or other proprietary information and are labeled as "confidential" will be redacted by ITS. Notwithstanding the preceding, however, it is understood and agreed that pursuant to §25-61-9(7) of the Mississippi Code of 1972, as amended, the contract provisions specifying the commodities purchased or the services provided; the price to be paid; and the term of this Agreement shall not be deemed a trade secret or confidential commercial or financial information and shall thus not be redacted.

For the faithful performance of the terms of this SOW, the parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

**State of Mississippi, Department of
Information Technology Services, on
behalf of Southaven Police Department**

Mississippi Interactive, LLC

By: _____
Authorized Signature

By: _____
Authorized Signature

Printed Name: Craig P. Orgeron, Ph.D.

Printed Name: Dana Wilson

Title: Executive Director

Title: General Manager

Date: _____

Date: _____

**Mississippi Department of Finance and
Administration**

Southaven Police Department

By: _____
Authorized Signature

By:  _____
Authorized Signature

Printed Name: Becky Thompson

Printed Name: Naem Moore

Title: Deputy Executive Director

Title: Chief of Police

Date: _____

Date: 03-20-2020

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Exhibit A Project Request

Agency: Southaven Police Department
Agency Contact: Chris Shelton
Agency Email: cshelton@southaven.org
Agency Address: 8710 Northwest Drive, Southaven, MS 38671
Agency Phone: 662.280.6557
MSI PM: Charlie Pringle
MSI PM Email: Charlie.pringle@egov.com
MSI PM Phone: 601.351.5003
Project Name: DPS eCrash Reporting System and Payment Processing
Desired Launch Date: October 2019

Application Development and Hosting Environment:

Application will be hosted within Mississippi Interactive's infrastructure, located in the State Data Center in Jackson, MS.

Scope of Work to be Performed:

The desired system is a frontend application with an existing webservice that will provide single document-level access to the PDF version of a known Mississippi crash report created with eCrash. MSI will be providing the frontend and online payment processing for the system and will be connecting to CAPS, the third-party vendors, backend developed system. MSI will be replacing the existing Visual State Report Beam system.

Compensation:

Self-Funded or Payment Processing – with Split Flow (outside SPI)

Regulatory Fees collected online for the Agency are deposited into a bank account owned and managed by the Agency. E-Government Transactions Fees are deposited to the Contractor's Portal Bank Account.

The Mississippi Department of Public Safety eCrash Reports will be hosted and maintained at no cost to DPS. The application will be developed under the self-funded eGovernment model and reasonable maintenance efforts will be provided throughout the life of the application.

- Each credit card transaction will have the following fees: Total purchase amount + \$5.00 eGov Transaction fee.
- Each ACH/eCheck transaction will have the following fees: Total purchase amount + \$5.00 eGov transaction fee.

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The following payment methods will be accepted:

- Visa
- Mastercard
- American Express
- Discover
- ACH/eCheck

Equipment Cost (Optional Cost):

Optional equipment may be purchased by counties to accept point-of-sale payment using MSI's contract equipment rates below:

EMV Compatible Signature Capture Pin Pad Device	Not to exceed \$635/device
5 Year Standard Warranty Buyer Protection on EMV Compatible Signature Capture Pin Pad Device	\$85/Device
5 Year Expedited Replacement Warranty Buyer Protection on EMV Compatible Signature Capture Pin Pad Device	\$87/Device
Tablet Kiosk	Not to exceed \$2,200 per unit
Mobile Credit Card Swipe Device	Not to exceed \$150
Basic Magnetic Card Reader	\$85.00
Signature Capture Pinpad Device	\$250.00
Check Reader/Imager	\$350.00
Verifone Credit/Debit Card Terminals	\$350.00

Customer Services or Support (Personnel Requirements):

MSI will provide:

- Facilitation of needed updates or required changes to the application
- Maintenance support
- SSL encryption of the online application
- Secure transfer of data

DPS will provide:

- Policy/procedural support
- Additional data or resources needed by MSI to implement any needed updates for application features

Project Special Considerations:

Launch date is based on anticipated timeline and subject to agency availability, testing, and acceptance. Should the launch date for a service be adjusted, a new launch date, agreed to by both the customer and MSI, will be documented via an updated functional spec or confirmation email.

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MOTOROLA SOLUTIONS

3/13/20

City of Southaven
8710 Northwest Drive
Southaven MS 38671

RE: Municipal Lease # 24817

Enclosed for your review, please find the **Municipal Lease** documentation in connection with the [radio equipment] to be leased from Motorola. The interest rate and payment streams outlined in Equipment Lease-Purchase Agreement #24817 are valid for contracts that are executed and returned to Motorola on or before **March 25, 2020**. After 3/25/20, the Lessor reserves the option to re-quote and re-price the transaction based on current market interest rates.

Please have the documents executed where indicated and forward the documents to the following address:

Motorola Solutions Credit Company LLC
Attn: Bill Stancik / 44th Floor
500 W. Monroe
Chicago IL 60661

Should you have any questions, please contact me at 847-538-4531.

Thank You,

MOTOROLA SOLUTIONS CREDIT COMPANY LLC
Bill Stancik

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LESSEE FACT SHEET

Please help Motorola provide excellent billing service by providing the following information:

1. Complete Billing Address City of Southaven, MS
Police Department, Chief Macon Moore
8691 Northwest Dr
Southaven, MS 38671

E-mail Address: MMoore@southaven.org

Attention: Chief Macon Moore

Phone: (662) 393-8652
2. Lessee County Location: Desoto County
3. Federal Tax I.D. Number 64-0642403
4. Purchase Order Number to be referenced on invoice (if necessary) or other "descriptions" that may assist in determining the applicable cost center or department: Police Department Radios
5. Equipment description that you would like to appear on your invoicing: QTY 65 APX Portables for Police

Appropriate Contact for Documentation / System Acceptance Follow-up:

6. Appropriate Contact & Mailing Address _____
Southaven Police Department
Chief Macon Moore

8691 Northwest Drive

Southaven, MS 38671

Phone: (662) 393-8652

Fax: (662) 393-7138
 7. Payment remit to address: Motorola Solutions Credit Company LLC
P.O. Box 71132
Chicago IL 60694-1132
- Thank you

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EQUIPMENT LEASE-PURCHASE AGREEMENT

Lease Number: 24817

LESSEE:

City of Southaven
8710 Northwest Drive
Southaven MS 38671

LESSOR:

Motorola Solutions, Inc.
500 W. Monroe
Chicago IL 60661

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the equipment and/or software described in Schedule A attached hereto ("Equipment") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("Lease").

1. TERM. This Lease will become effective upon the execution hereof by Lessor. The Term of this Lease will commence on date specified in Schedule A attached hereto and unless terminated according to terms hereof or the purchase option, provided in Section 18, is exercised this Lease will continue until the Expiration Date set forth in Schedule B attached hereto ("Lease Term").

2. RENT. Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term and hereby covenants that a request for appropriation for funds from which the Lease Payments may be made will be requested each fiscal period, including making provisions for such payment to the extent necessary in each budget submitted for the purpose of obtaining funding. It is Lessee's intent to make Lease Payment for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

3. DELIVERY AND ACCEPTANCE. Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("Equipment Location"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment either (a) by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor; or (b) by executing and delivering the form of acceptance provided for in the Contract (defined below).

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate or other form of acceptance acceptable to Lessor, if Lessor believes the Equipment has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within five (5) days of Lessee's receipt of Lessor's request) whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational, and hence be accepted by Lessee. If Lessee fails to so respond in such five (5) day period, Lessee will be deemed to have accepted the Equipment and be deemed to have acknowledged that the Equipment was delivered and is operational as if Lessee had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate or other form acceptable to Lessor.

4. REPRESENTATIONS AND WARRANTIES. Lessor acknowledges that the Equipment leased hereunder is being manufactured and installed by Lessor pursuant to contract (the "Contract") covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("Assignee").

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LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS". LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY.

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

5. NON-APPROPRIATION OF FUNDS. Notwithstanding anything contained in this Lease to the contrary, Lessee has the right to not appropriate funds to make Lease Payments required hereunder in any fiscal period and in the event no funds are appropriated or in the event funds appropriated by Lessee's governing body or otherwise available by any lawful means whatsoever in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its Assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Non-appropriation of funds shall not constitute a default hereunder for purposes of Section 16.

6. LESSEE CERTIFICATION. Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) the interest portion of the Lease Payments shall be excludable from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time (the "Code"); (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e) of the Internal Revenue Code of 1986 (the "Code"), and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payment to be or become includible in gross income for Federal income taxation purposes under the Code; and (ix) Lessee will be the only entity to own, use and operate the Equipment during the Lease Term.

Lessee represents, covenants and warrants that: (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all laws relative to public bidding where necessary, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, notwithstanding anything to the contrary contained in Section 11 of this Agreement, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludibility (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 6 shall be payable solely from Legally Available Funds.

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It is Lessor's and Lessee's intention that this Agreement not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment for federal income tax purposes.

7. TITLE TO EQUIPMENT; SECURITY INTEREST. Upon shipment of the Equipment to Lessee hereunder, title to the Equipment will vest in Lessee subject to any applicable license; provided, however, that (i) in the event of termination of this Lease by Lessee pursuant to Section 5 hereof; (ii) upon the occurrence of an Event of Default hereunder, and as long as such Event of Default is continuing; or (iii) in the event that the purchase option has not been exercised prior to the Expiration Date, title will immediately vest in Lessor or its Assignee, and Lessee shall immediately discontinue use of the Equipment, remove the Equipment from Lessee's computers and other electronic devices and deliver the Equipment to Lessor or its Assignee. In order to secure all of its obligations hereunder, Lessee hereby (i) grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment and in all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom; (ii) agrees that this Lease may be filed as a financing statement evidencing such security interest; and (iii) agrees to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate to evidence such security interest.

8. USE; REPAIRS. Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies, the Contract, any licensing or other agreement, and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish and/or install all parts, mechanisms, updates, upgrades and devices required therefor.

9. ALTERATIONS. Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

10. LOCATION; INSPECTION. The Equipment will not be removed from, [or if the Equipment consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

11. LIENS AND TAXES. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, licensing, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.

12. RISK OF LOSS: DAMAGE; DESTRUCTION. Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair (an "Event of Loss"), Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of: (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Lease Term as set forth in Schedule B.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Balance Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

13. INSURANCE. Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts,

Minutes, City of Southaven, Southaven, Mississippi

covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and Lessor or its Assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its Assigns as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

14. INDEMNIFICATION. Lessee shall, to the extent permitted by law, indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorneys' fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, licensing, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon.

15. ASSIGNMENT. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee; provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After notice of such assignment, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign this Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

16. EVENT OF DEFAULT. The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease when funds have been appropriated sufficient for such purpose, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

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17. REMEDIES. Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, and all remaining Lease Payments due during the fiscal period in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly discontinue use of the Equipment, remove the Equipment from all of Lessee's computers and electronic devices, return the Equipment to Lessor in the manner set forth in Section 5 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for all Lease Payments and other amounts due prior to the effective date of such selling, leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, Lessee or sublessee pursuant to such sale, lease or sublease and the amounts payable by Lessee hereunder; (iv) promptly return the Equipment to Lessor in the manner set forth in Section 5 hereof; and (v) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

18. PURCHASE OPTION. Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

19. NOTICES. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to such mailing.

20. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

21. GOVERNING LAW. This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.

22. DELIVERY OF RELATED DOCUMENTS. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

23. ENTIRE AGREEMENT; WAIVER. This Lease, together with Schedule A Equipment Lease-Purchase Agreement, Schedule B, Evidence of Insurance, Statement of Essential Use/Source of Funds, Certificate of Incumbency, Certified Lessee Resolution (if any), Information Return for Tax-Exempt Governmental Obligations and the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of the Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

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24. EXECUTION IN COUNTERPARTS. This Lease may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 24th day of March, 2020.

LESSEE:

City of Southaven

By: Macon Moore
Title: Chief of Police

LESSOR:

MOTOROLA SOLUTIONS, INC.

By: _____
Title Treasurer

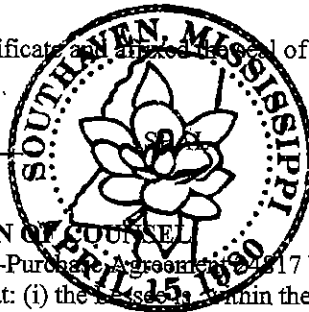
CERTIFICATE OF INCUMBENCY

I, Andrea Mullen do hereby certify that I am the duly elected or
(Printed Name of Secretary/Clerk)

appointed and acting Secretary or Clerk of the City of Southaven, an entity duly organized and existing under the laws of the State of Mississippi that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) executing this agreement is/are the duly elected or appointed officer(s) of such entity holding the office(s) below his/her/their respective name(s). I further certify that (i) the signature(s) set forth above his/her/their respective name(s) and title(s) is/are his/her/their true and authentic signature(s) and (ii) such officer(s) have the authority on behalf of such entity to enter into that certain Equipment Lease Purchase Agreement number 24817, between City of Southaven and Motorola Solutions, Inc. If the initial insurance requirement on Schedule B exceeds \$1,000,000, attached as part of the Equipment Lease Purchase Agreement is a Certified Lessee Resolution adopted by the governing body of the entity.

IN WITNESS WHEREOF, I have executed this certificate and affixed the seal of City of Southaven, hereto this _____ day of March, 2020.

By: Andrea Mullen
(Signature of Secretary/Clerk)



OPINION OF COUNSEL

With respect to that certain Equipment Lease-Purchase Agreement 24817 by and between Motorola Solutions, Inc. and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of Mississippi; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee; (iii) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law. This opinion may be relied upon by the Lessor and any assignee of the Lessor's rights under the Lease.

Attorney for City of Southaven

Minutes, City of Southaven, Southaven, Mississippi

24. EXECUTION IN COUNTERPARTS. This Lease may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 24th day of March, 2020.

LESSEE:

City of Southaven

By: Macon Moore

Title: Chief of Police

LESSOR:

MOTOROLA SOLUTIONS, INC.

By: _____

Title Treasurer

CERTIFICATE OF INCUMBENCY

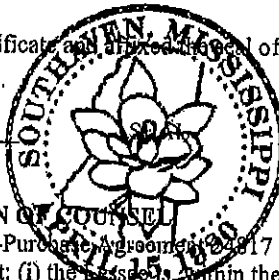
I, Andrea Mullen do hereby certify that I am the duly elected or
(Printed Name of Secretary/Clerk)

appointed and acting Secretary or Clerk of the City of Southaven, an entity duly organized and existing under the laws of the State of Mississippi that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) executing this agreement is/are the duly elected or appointed officer(s) of such entity holding the office(s) below his/her/their respective name(s). I further certify that (i) the signature(s) set forth above his/her/their respective name(s) and title(s) is/are his/her/their true and authentic signature(s) and (ii) such officer(s) have the authority on behalf of such entity to enter into that certain Equipment Lease Purchase Agreement number 24817, between City of Southaven and Motorola Solutions, Inc. If the initial insurance requirement on Schedule B exceeds \$1,000,000, attached as part of the Equipment Lease Purchase Agreement is a Certified Lessee Resolution adopted by the governing body of the entity.

IN WITNESS WHEREOF, I have executed this certificate and affixed my seal of City of Southaven, hereto this _____ day of March, 2020.

By: Andrea Mullen

(Signature of Secretary/Clerk)



OPINION OF COUNSEL

With respect to that certain Equipment Lease-Purchase Agreement 24817 by and between Motorola Solutions, Inc. and the Lessee, I am of the opinion that: (i) the Lessee, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, (iii) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law. This opinion may be relied upon by the Lessor and any assignee of the Lessor's rights under the Lease.

[Signature]
Attorney for City of Southaven

Minutes, City of Southaven, Southaven, Mississippi

SCHEDULE A
EQUIPMENT LEASE-PURCHASE AGREEMENT

Schedule A 24817
Lease Number:

This Equipment Schedule is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number 24817 ("Lease"), between Lessor and Lessee.

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

QUANTITY	DESCRIPTION (Manufacturer, Model, and Serial Nos.)	
	Refer to attached Equipment List.	
Equipment Location:		

Initial Term: 48 Months Commencement Date: 4/1/2020
First Payment Due Date: 4/1/2021

4 annual payments as outlined in the attached Schedule B, plus Sales/Use Tax of \$0.00, payable on the Lease Payment Dates set forth in Schedule B.

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City of Southaven (Schedule B)

Compound Period: Annual

Nominal Annual Rate: 0.000%

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Lease	4/1/2020	\$ 242,312.37	1		
2 Lease Payment	4/1/2021	\$ 60,578.09	4	Annual	4/1/2024

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Lease Payment	Interest	Principal	Balance
Lease	4/1/2020				\$242,312.37
1	4/1/2021	\$ 60,578.09	\$ -	\$ 60,578.09	\$181,734.28
2	4/1/2022	\$ 60,578.09	\$ -	\$ 60,578.09	\$121,156.19
3	4/1/2023	\$ 60,578.09	\$ -	\$ 60,578.09	\$ 60,578.10
4	4/1/2024	\$ 60,578.09	\$ (0.01)	\$ 60,578.10	\$ -
Grand Totals		\$ 242,312.36	\$ (0.01)	\$242,312.37	

INITIAL INSURANCE REQUIREMENT: \$242,312.37

Except as specifically provided in Section five of the Lease hereof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

ORIGINAL ISSUE DISCOUNT:

Lessee acknowledges that the amount financed by Lessor is \$228,663.87 and that such amount is the issue price for this Lease Payment Schedule for federal income tax purposes. The difference between the principal amount of this Lease Payment Schedule and the issue price is original issue discount as defined in Section 1288 of the Code. The yield for this Lease Payment Schedule for federal income tax purposes is 2.36%. Such issue price and yield will be stated in the applicable Form 8038-G.

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EVIDENCE OF INSURANCE

Fire, extended coverage, public liability and property damage insurance for all of the Equipment listed on Schedule A number 24817 to that Equipment Lease Purchase Agreement number 24817 will be maintained by the City of Southaven as stated in the Equipment Lease Purchase Agreement.

This insurance is provided by:

Travelers

Name of insurance provider

Travelers - Gallagher

Address of insurance provider

1076 Highland Colony Parkway, Ridgeland MS 39157

City, State and Zip Code

601 - 594 - 2075

Phone number of local insurance provider

Mark - Merritt @ aig.com

E-mail address

In accordance with the Equipment Lease Purchase Agreement Number 24817 , City of Southaven , hereby certifies that following coverage are or will be in full force and effect:

Type	Amount	Effective Date	Expiration Date	Policy Number
Fire and Extended Coverage	3,000,000	7/1/19	7/1/2020	630 96 180 169
Property Damage	5,000,000	7/1/19	7/1/2020	630 96 180 169
Public Liability	3,000,000	7/1/19	7/1/2020	2LP 14R 8699

Certificate shall include the following:

Description: All Equipment listed on Schedule A number 24817 to that Equipment Lease Purchase Agreement number 24817. Please include equipment cost equal to the Initial Insurance Requirement on Schedule B to Equipment Lease Purchase Agreement number 24817 and list any deductibles.

Certificate Holder:

MOTOROLA SOLUTIONS, INC. and or its assignee as additional insured and loss payee
1303 E. Algonquin Road
Schaumburg, IL 60196

If self insured, contact Motorola representative for template of self insurance letter.

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STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, please address the following questions by completing this form or by sending a separate letter:

1. What is the specific use of the equipment? Portable Radios to be assigned to Police Officers for 2 way communication.
2. Why is the equipment essential to the operation of **City of Southaven**?
The radios are essential for Public Safety Use for Communications between field units and Dispatchers and other field units.
3. Does the equipment replace existing equipment? Yes, current equipment has reached end of life and utilizes less efficient technology.
If so, why is the replacement being made?
4. Is there a specific cost justification for the new equipment?
If yes, please attach outline of justification.
5. What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years? Funding is anticipated through City of Southaven Police Department Fiscal Year Budget.

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EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below ("Equipment") and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee and Lessor.

Equipment Lease Purchase Agreement No.: 24817 Lease Schedule A No. : 24817

EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A# 24817. See Schedule A for a detailed Equipment List.

LESSEE:

City of Southaven

By: _____

Date: _____

Minutes, City of Southaven, Southaven, Mississippi

CERTIFIED LESSEE RESOLUTION

At a duly called meeting of the Governing Body of the Lessee (as defined in the Lease) held on March 17, 2020, the following resolution was introduced and adopted.

BE IT RESOLVED by the Governing Board of Lessee as follows:

- 1 Determination of Need. The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment or other personal property described in the Lease between City of Southaven (Lessee) and Motorola Solutions, Inc. (Lessor).
- 2 Approval and Authorization. The Governing body of Lessee has determined that the Lease, substantially in the form presented to this meeting, is in the best interests of the Lessee for the acquisition of such Equipment or other personal property, and the Governing Board hereby approves the entering into of the Lease by the Lessee and hereby designates and authorizes the following person(s) referenced in the Lease to execute and deliver the Lease on Lessee's behalf with such changes thereto as such person deems appropriate, and any related documents, including any escrow agreement, necessary to the consummation of the transactions contemplated by the Lease.
- 3 Adoption of Resolution. The signatures in the Lease from the designated individuals for the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

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RESOLUTION OF CITY OF SOUTHAVEN GOVERNING AUTHORITIES APPROVING LEASE WITH MOTOROLA SOLUTIONS, INC.

WHEREAS, the City of Southaven ("City") Governing Authorities has determined that a true and very real need exists for the acquisition of the Equipment or other personal property described in the Lease between City of Southaven (Lessee) and Motorola Solutions, Inc. (Lessor); and

WHEREAS, the City Governing Authorities have determined that the Lease, substantially in the form presented at March 17, 2020 meeting, is in the best interests of the City for the acquisition of such Equipment or other personal property; and

WHEREAS, the City Governing Authorities hereby approves the entering into of the Lease by the City and hereby designates and authorizes the Mayor, City Police Chief, City Clerk, City Administrator, City Attorney, and/or any of their designees referenced in the Lease to execute and deliver the Lease on the City's behalf with such changes thereto as such person deems appropriate, and any related documents, including any escrow agreement, necessary to the consummation of the transactions contemplated by the Lease; and

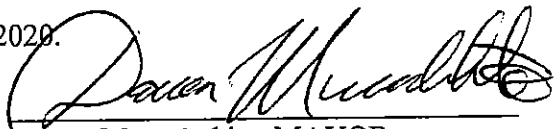
NOW THEREFORE BE IT RESOLVED THAT:

1. The City Governing Authorities hereby adopt this Resolution the signatures in the Lease from the designated individuals, as set forth above, for the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

After a full discussion of this matter, ALDERMAN Brooks moved that the foregoing Resolution be adopted. The motion was seconded by ALDERMAN Wheeler. Upon the question being put to a vote, Members of the Board of Aldermen voted as follows:

Alderman William Brooks	voted: YES
Alderman Kristian Kelly	voted: YES
Alderman George Payne	voted: YES
Alderman Joel Gallagher	voted: YES
Alderman John Wheeler	voted: YES
Alderman Raymond Flores	voted: YES
Alderman Charlie Hoots	voted: YES

RESOLVED AND DONE, this 17th day of March, 2020.


Darren Musselwhite, MAYOR

ATTEST:


City Clerk

