

Minutes, City of Southaven, Southaven, Mississippi



MEETING OF THE MAYOR AND BOARD OF ALDERMEN
SOUTH AVEN, MISSISSIPPI
CITY HALL

OCTOBER 2, 2012
6:00 p.m.
AGENDA

1. Call To Order
2. Invocation
3. Pledge Of Allegiance
4. Approval Of Minutes: September 18, 2012
5. Tabled Motion: UrbanArch Contract
6. Emergency Purchase
7. Resolution/Contract To Purchase Property Located at 7980 Swinnea Road
8. Resolution To Clean Private Property
9. Planning Agenda: Item #1 Design elevations for Family Dollar on the northeast corner of W.E. Ross Pkwy and Church Road
Item #2 Application by Tonya Beason for subdivision approval to revise Sawyer Estates Subdivision on the south side of Swinnea Lakes Drive, west of Swinnea
Item #3 Application by WFR, LLC to rezone 10.38 acres of property on the north side of Goodman Road, east of Tchulahoma Road from Agricultural to Planned Commercial
Item #4 Application by WFR, LLC for subdivision approval of a two lot subdivision on the north side of Goodman Road, east of Tchulahoma Road
Item #5 Design elevations for Freds Store and Pharmacy on lot 1 of the Freds Goodman Subdivision on the north side of Goodman Road, east of Tchulahoma
Item #6 Application by Mid-South Outlet Shops, LLC to amend the PUD text for the Plum Point Planned Unit Development Areas B, H and I on the north side of Church Road, on both the east and west sides of I-55
Item #7 Application by WCA Development, LLC for subdivision approval of Plum Point Area H lots 1-7 on the north side of Church Road, east of I-55
10. Mayor's Report
11. Citizen's Agenda
12. Personnel Docket
13. Committee Reports
14. City Attorney's Legal Update
15. Old Business
16. Progress Reports
17. Claims Docket
18. Personnel & Litigation

Any citizen wishing to comment on the above items may do so. Items may be added to or omitted from this agenda as needed.

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MINUTES OF THE REGULAR MEETING OF OCTOBER 2, 2012 OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI

BE IT REMEMBERED that the Mayor and Board of Aldermen of the City of Southaven, Mississippi met in Regular Session on the 2nd day of October, 2012 at six o'clock (6:00) p.m. at City Hall.

Present were:

Lorine Cady	Alderman, Ward 1
Ronnie Hale	Alderman, Ward 2
George Payne	Alderman, Ward 3
William Brooks	Alderman, Ward 4
Ricky Jobes	Alderman, Ward 5
Randall Huling, Jr.	Alderman, Ward 6

Alderman Guy was absent. Also present were Sheila Heath, City Clerk, Chris Wilson, City Administrator and Nick Manley, City Attorney. Approximately one hundred (100) other people were present.

Mayor Davis called the meeting to order. Alderman Cady led in prayer, followed by the Pledge of Allegiance led by Alderman Payne. Next, a motion was made by Alderman Cady to approve the minutes of the regular meeting of September 18, 2012 with any corrections, deletions, or additions necessary. There being none the motion was seconded by Alderman Huling. Motion was put to a vote and passed unanimously.

Tabled Motion: UrbanArch Contract

Alderman Huling made the motion to remove UrbanArch Contract from the table. Motion was seconded by Alderman Brooks. Motion was put to vote and passed unanimously. Mayor Davis stated that the contract is back in front of this Board. He stated that this is the contract that deals with the Senior Services Building. Alderman Huling made the motion to amend the original motion to allow the Mayor to enter into a contract with UrbanArch for the Senior Adult Building and the Tennis Complex in the amount not to exceed 6 ½ % of the total project or \$630,000.00 upon contingent approval of the Nick Manley, City Attorney. Motion was seconded by Alderman Cady. Mayor Davis reported that this is for the plans only; it will be back before the Board before any construction will start, on ways to fund it. Alderman Huling stated that the Parks Department has done extensive studies and gone through and analyzed all the facilities managed by the Parks Department and incorporated all those needs into this facility. Alderman Huling stated that it is \$5.0 million for the building and \$2.0 million for the infrastructure. Alderman Cady stated that it is time that the City support the seniors and that they turned out heavy on the Penny for the Parks election and voted it in. At this point when they have an event, they have to go to several different locations. Alderman Cady stated that the seniors do so much for the community, and it is time we give back and they have waited long enough. Mr.

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Marion Vinton, Woodland Drive asked if the \$630,000.00 included all the design fees. Mayor Davis stated that it did. Mr. Vinton asked who from the City would be able to put input into the design. Mayor Davis reported that the seniors would have a chance to look at it as well as the Parks Director and the Board of Aldermen. Mr. Vinton then asked if UrbanArch has ever designed a seniors building. Mayor Davis reported that they have. Next, the motion for the amendment to the main motion was put to a vote and passed unanimously. Next, the motion as amended was put to vote and passed unanimously. This motion also carried and the plans for the Senior Building will move forward.

Next, Alderman Huling made the motion for the Mayor and the Parks Department to submit an RFP for approval and design of the spray park. Motion was seconded by Alderman Payne. Alderman Huling stated that after reviewing spray parks, it appears to be approximately \$1.0 million with \$500,000.00 for infrastructure. Motion was put to vote and passed unanimously.

Next, Alderman Brooks made the motion that this Board allow Mayor Davis to expend the necessary tourism funds in accordance to special litigation and for the promotion of the City of Southaven, to take a special delegation to Jackson the next legislative session to encourage the State Legislator to remove the current repealer that was put on the current tourism tax. Motion was seconded by Alderman Cady. Motion was put to vote and passed unanimously.

Next, Mayor Davis asked to move the Veto up on the agenda and handle it now. Mayor Davis asked for any objections, none recorded.

Mayor Davis stated that he has vetoed the motion from the September 4, 2012 meeting and this Board has received a copy of it. His veto stated "that any future expansion, improvements, plans, design work, fees or expenses involving the Senior Service Building must be presented to and approved by the Board before moving forward with this and any future projects". Mayor Davis asked if there was a motion to override his veto. There was not a motion to override. Mayor Davis stated that the motion was upheld, and the veto will stand and the Senior Service Building will move forward as planned.

Mayor Davis recessed the meeting for enough time for the crowd to disburse.

Mayor Davis called the meeting back to order.

EMERGENCY PURCHASE

Mayor Davis reported that they have a copy of the emergency purchase for the bridge on Stateline Road, west of Highway 51. The bridge was in bad need of repair. The pilings underneath are breaking. Alderman Hale made the motion to enter the emergency purchase into the minutes. Motion was seconded by Alderman Cady. Motion was put to vote and passed unanimously.

RESOLUTION / CONTRACT TO PURCHASE PROPERTY LOCATED AT 7980 SWINNEA ROAD

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI TO PURCHASE

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PROPERTY LOCATED AT 7980 SWINNEA ROAD

The Mayor and Board of Aldermen of the City of Southaven, Mississippi (the "City"), considered the matter of purchasing a certain tract of real estate known as 7980 Swinnea Road, Southaven, DeSoto County, Mississippi, together with all improvements, fixtures, equipment and structures thereon (the "Property").

Thereupon Alderman Hale offered and moved the adoption of the following resolution:

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI TO PURCHASE PROPERTY LOCATED AT 7980 SWINNEA ROAD

WHEREAS, P.I.T., LLC, a Mississippi limited liability company, ("Seller") currently owns the Property; and

WHEREAS, pursuant to a Lease Agreement dated August 1, 2009 (the "Lease"), an approximately 11,000 square feet fire station facility which has been constructed for, leased to, and is currently occupied by the City; and

WHEREAS, the Lease gave City the option to purchase the Property after the initial thirteen (13) months of the Lease term; and

WHEREAS, Seller desires to sell the Property to the City in accordance with the applicable Mississippi Statutes and Lease Agreement dated August 1, 2009; and

WHEREAS, the City, pursuant to Mississippi Code 43-37-3, has obtained an appraisal for the Property in the amount of Three Million, Two Hundred Thousand Dollars and 00/100 (\$3,200,000.00); and

WHEREAS, the City, under its powers set forth in Mississippi Code 21-17-1, desires to purchase the Property for the appraised amount of \$3,200,000.00.

NOW, THEREFORE, BE IT RESOLVED, that the City approves the purchase of the Property in the amount of \$3,200,000.00; and

BE IT FURTHER RESOLVED, that the Mayor of the City and City Clerk are hereby authorized, in accordance with this Resolution, to enter into and execute any and all appropriate documents or contracts, and to undertake and perform any and all other necessary or appropriate action to implement this Resolution.

The foregoing Resolution was seconded by Alderman Payne and brought to a vote as follows:

Alderman Greg Guy

ABSENT

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Alderman Lorine Cady
Alderman Ronnie Hale
Alderman George Payne
Alderman William Brooks
Alderman Ricky Jobs
Alderman Randall Huling

YEA
YEA
YEA
YEA
YEA
YEA

Having received a majority of affirmative votes, the Mayor declared that the Resolution was carried and adopted as set forth above on this the 2nd day of October, 2012.

CONTRACT FOR THE SALE OF REAL ESTATE

THIS CONTRACT, entered into by and between **P.I.T., LLC**, a Mississippi limited liability company, hereinafter referred to as "Seller", and the **CITY OF SOUTHAVEN** and or Assigns, hereinafter referred to as "Purchaser", effective as of the ____ day of October, 2012, for the purposes hereinafter stated;

W I T N E S S E T H :

WHEREAS, Seller owns a certain tract of real estate known as 7980 Swinnea Road, Southaven, DeSoto County, Mississippi, together with all improvements, fixtures, equipment and structures thereon (the "Property");

WHEREAS, pursuant to a Lease Agreement date as of August 1, 2009 (the "Lease"), an approximately 11,000 square feet fire station facility which has been constructed for, leased to, and is currently occupied by Purchaser;

WHEREAS, the Lease gave Purchaser the option to purchase the Property after the initial thirteen (13) months of the Lease term;

WHEREAS, Seller desires to sell the Property and Purchaser wishes to buy the Property upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, Seller covenants and agrees to sell the Property with any improvements thereon, or cause it to be conveyed, by good and sufficient warranty deed, to Purchaser or to such person or persons as Purchaser may designate; Purchaser, however, shall not be released from any of Purchaser's agreements and undertakings as set forth herein, unless otherwise stated, and Purchaser covenants and agrees that Purchaser or Purchaser's assignee shall purchase and accept the Property for the purchase price provided in Paragraph 2 below and upon the following terms and conditions:

1. **Deposit.** Purchaser has previously deposited a security deposit in the amount of Five Hundred Thousand and No/100 Dollars (\$500,000.00) with Seller under the terms of the Lease (the "Deposit") which sum is being held in a

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certificate of deposit with Bancorp South Bank. If the purchase and sale of the Property as contemplated hereunder is consummated, the Deposit shall be applied as a credit on the purchase price due from Purchaser at closing. If the purchase and sale of the Property as contemplated hereunder is not consummated because of a default under this Agreement by either party, including failure of title to the Property to be in the condition required by Paragraph 10, the Deposit shall continue to serve as a Security Deposit under the Lease.

2. **Purchase Price.** The purchase price for the Property shall be THREE MILLION TWO HUNDRED THOUSAND and NO/100 DOLLARS (\$3,200,000.00). The purchase price for the Property (on which the Deposit shall be a credit) shall be paid in cash at closing by cashier's check or wire transfer.

3. **Warranties.** (a) Seller warrants as an inducement to purchase of the Property by Purchaser that:

(i) Seller has full power and authority to enter into this Contract and to perform all of its obligations hereunder. The execution and delivery of this Contract and the performance by Seller of its obligations hereunder have been duly authorized by all requisite action and no further action or approval is required in order to constitute this Contract as a binding and enforceable obligation of Seller;

(ii) Seller has no knowledge of any pending or threatened condemnation or taking with respect to the Property;

(iii) Seller represents that Seller has good and merchantable title to the Property and full right to sell and convey the same to Purchaser in this transaction; and

(iv) Seller is not a "foreign person" as defined by the Foreign Investment in Real Property Tax Act of 1980.

(b) Purchaser warrants as an inducement to sell the Property by Seller that:

(i) Purchaser has full power and authority to enter into this Contract and to perform all of its obligations hereunder. The execution and delivery of this Contract and the performance by Purchaser of its obligations hereunder have been duly authorized by all requisite action and no further action or approval is required in order to constitute this Contract as a binding and enforceable obligation of Purchaser; and

(ii) As of the date hereof, (i) the Lease is in full force and effect, (ii) there are no defaults or events that with the passage of time or notice would constitute a default by Seller or Purchaser under the Lease and (iii) to the best knowledge of Purchaser, Seller is in full compliance with all of the terms, conditions and covenants of the Lease.

(iii) Purchaser shall make all necessary applications and filings to obtain general obligation bonds for funding this project on or before 45 days after the

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effective date of this contract. Obtaining approval or validation of the bonds shall be a condition precedent to closing.

4. **Seller's Warranties with Respect to Environmental Laws.** Seller hereby represents to Purchaser that Seller has no actual knowledge or information that the Property is the subject of any judicial or administrative notice or action relating to hazardous waste or environmental contamination or cleanup and that Seller has received no notice of any claim, violation of any law or regulation having to do with environmental protection. Seller further represents, except as disclosed to Purchaser prior to this contract or arising from Purchaser's use and operation of the Property, that Seller has no knowledge or information that hazardous or toxic substances have been stored, processed or disposed of on or released or discharged from or onto the Property. Seller shall furnish to Purchaser all environmental reports with respect to the Property in Seller's possession or accessible to Seller within five (5) days of acceptance of this contract by Seller. Purchaser shall pay for any environmental reports ordered by Purchaser.

5. **Notices.** Any notices required or permitted to be given hereunder shall be in writing and shall be effective upon actual delivery or upon deposit in the U.S. mail, postage prepaid, registered or certified mail, and delivered, or in the case of mailing, addressed to the respective parties at the following addresses:

If to Seller:

P.I.T, LLC
P.O. Box 492
Southaven, MS 38671

If to Purchaser:

City of Southaven
8710 Northeast Drive
Southaven, MS 38671

6. **Closing.** If this contract has not been earlier terminated pursuant to its terms, closing shall be held on or before 15 days after the issuance of the general obligation bonds or 60 days from the effective date, whichever is earlier. Closing shall be held at a place as mutually agreed upon.

Purchaser or its agents shall have the right to enter upon the Property prior to closing for purposes of making soil tests, doing engineering and survey work. In the event this contract is canceled or fails to close due to default of Purchaser, Purchaser agrees to return the property to its condition prior to inspections.

Rents are to be prorated as of 12:01 a.m. on the date of closing. If closing shall occur other than on the final day of a calendar month, Purchaser shall be entitled to a credit of any remaining rent allocated to the period from the closing date through the end of that calendar month. All prior unpaid taxes or liens arising during the term of the Lease are to be paid by Purchaser. Purchaser is the current tenant of the Property and responsible for payment of real estate taxes on the Property under the terms of the Lease. Therefore there shall be no proration of real estate taxes at Closing.

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Title is to be conveyed subject to such restrictions, easements and covenants of record not objected to as provided in Paragraph 9 hereof and subject to zoning ordinances or laws of any governmental authority.

Settlement and payment of the purchase price shall be made upon presentation of a good and valid warranty deed with the usual covenants of seizing, title, quiet possession and against encumbrances, and conveying a good and merchantable title. The deed or other conveyance documents shall convey all of Seller's rights, privileges and easements appurtenant to the Property. At closing, the Lease shall be deemed terminated with neither party having any rights, duties or obligations under the Lease.

Seller agrees to deliver the portions of the Property set out in Section 7(b) of the Lease (Landlord's Obligations) in good condition as of the closing date. Under the terms of Section 7(d) of the Lease (Maintenance Obligations), Purchaser is responsible for repairs and maintenance of the Property as more particularly set out therein. Purchaser acknowledges that Seller is conveying the portion of the improvements other than those described in Section 7(b) in "as is" condition.

7. Conditions to Obligations.

(a) It shall be a condition to Purchaser's obligations hereunder that:

- (i) all of the representations and warranties of Seller contained herein shall be true as of the closing date, and Seller shall furnish a certificate to such effect at closing; and
- (ii) title to the Property shall be in the condition required in Paragraph 9 below.

(b) It shall be a condition to Seller's obligations hereunder that:

all of the representations and warranties of Purchaser contained herein shall be true as of the closing date, and Purchaser shall furnish a certificate to such effect at closing.

8. **Purchaser's Inspection.** Purchaser shall have until thirty (30) days from the date this contract is fully executed to complete Purchaser's inspection of the Property (the "Inspection Period") and to determine, whether to purchase the Property pursuant to the terms hereof. During the Inspection Period, Purchaser shall have the right, at all reasonable times, to enter upon the Property for the purpose of making such studies tests and inspections that Purchaser deems necessary, including, without limitation, engineering, testing and inspection, environmental testing, soil testing, boring, survey and appraisal.

If on or before the date of expiration of the Inspection Period, Purchaser gives written notice to Seller that it has determined that the Property is not suitable for Purchaser's intended purpose and that it elects not to purchase the

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Property in accordance with the terms of this contract, then this contract shall be held to be null and void and the parties shall affirm and ratify the terms of the Lease.

9. **Seller's Reports.** Seller shall deliver to Purchaser within fifteen (15) days from the execution date of this contract a copy of all inspection reports, surveys, title reports, title insurance policies, geo-technical reports, or any other reports, plans and specifications, and appraisal of the premises in its possession as it relates to the property subject hereto.

10. **Title Commitment.** Title to the Property shall be good, merchantable, fee simple and unencumbered. Within ten (10) days after execution of this contract, Purchaser shall obtain a commitment for an owner's title insurance policy on the Property from a title insurance company authorized to do business in the State of Mississippi, and shall be designated by Purchaser's attorney in the amount of the purchase price and shall have ten (10) days from receipt of such commitment to examine title and notify Seller of any defects therein. Seller shall have ten (10) days from receipt of such notice of any defects in which to cure the same. It is understood and agreed that if title is not good and has not or cannot be made good by Seller within ten (10) days after written notice has been given by Purchaser to Seller that title is defective, specifically pointing out the defects, then Purchaser may, at its option, either (a) elect to purchase the Property subject to such defect in title or (b) elect not to purchase the Property, in which event the Lease shall continue in full force and effect, and the Deposit shall serve as the Security Deposit under the Lease and neither party shall have any further claim against the other under this contract. If this contract fails to close pursuant to the terms hereof, the Deposit shall held by Seller as the original escrow deposit (security deposit) under that Lease dated August 1, 2009. The terms and obligations of said lease shall be continued thereafter. In the event that this closing takes place the lease and the obligations thereof shall terminate thereon. The prevailing party in any action to enforce this Contract shall be entitled to collect reasonable attorneys' fees and expenses.

11. **Expenses.** Purchaser is to pay for recording of the warranty deed, the premium for the owner's title insurance policy to be obtained by Purchaser, the cost of any survey and costs associated with any financing obtained by Purchaser. Seller is to pay for title search. Each party shall pay the fees and expenses of the attorney engaged to represent it except as above provided.

12. **Brokerage.** The parties acknowledge that neither party has used the services of a real estate broker in the sale contemplated herein. Seller agrees to hold Purchaser harmless against all claims for broker's commissions or finder's fees in connection with this sale made by persons claiming to have been engaged by Seller. Purchaser shall hold Seller harmless as against any persons claiming a broker's commission or finder's fee by virtue of Purchaser's actions.

13. **Offer/Acceptance.** This writing when signed by Seller shall constitute an offer which shall expire of its own terms if not accepted by Purchaser prior to 5:00 P.M. Central time on October __, 2012.

14. **Governing Law.** This Contract shall be governed by, and construed and enforced in accordance with, the laws of the State of Mississippi.

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15. Counterpart Originals. This agreement may be signed in counterparts which, taken together, shall constitute one original binding agreement.

16 Miscellaneous.

(a) Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

(b) This writing includes the entire agreement between the parties with respect to the transactions covered hereby. No modification or amendment hereto shall be effective unless in writing and signed by both parties.

17. Conditions Precedent To Closing

(a) This closing is subject to Purchaser receiving an appraisal for the sale price hereto from a commercially designated appraiser, with a MIA commercial designation for properties of this type.

(b) Approval of survey, inspection reports, title reports, title insurance policies, geo technical reports, or any other reports, plans and specifications as provided by seller pursuant to Paragraph 8.

(c) Issuance and approval of a commitment for owner's title insurance policy in the amount of the purchase price with the Schedule B exceptions as pursuant to Addendum A hereto.

(INTENTIONALLY LEFT BLANK)

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WITNESS the signature of all parties the day and year above written.

SELLER:

P.I.T., LLC,
a Mississippi limited liability company

By: _____
Title: _____

PURCHASER:

CITY OF SOUTHAVEN

By: _____
Title: _____

RESOLUTION TO CLEAN PRIVATE PROPERTY

RESOLUTION GRANTING AUTHORITY TO CLEAN PRIVATE PROPERTY

WHEREAS, the governing authorities of the City of Southaven, Mississippi, have received numerous complaints regarding the parcel of land located at the following address, to-wit: **2668 Olivia Lane, 2109 Cresthill Drive, 3298 Forest Bend Drive, 1839 Roy Drive, 8140 Martin Drive, 7701 Chesterfield Drive South, 7710 Chesterfield Drive South, 2749 Greenc Cliff Drive, 2645 Markston Cove**, to the effect that the said parcel of land has been neglected whereby **the grass height is in violation and there exist other unsafe conditions** and that the parcel of land in the present condition is deemed to be a menace to the public health and safety of the community.

WHEREAS, pursuant to Section 21-19-11 of the Mississippi Code Annotated (1972), the governing authorities of the City of Southaven, Mississippi, provided the owners of the above described parcel of land with notice of the condition of their respective parcel of land and further provided them with notice

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of a hearing before the Mayor and Board of Aldermen on **Tuesday, October 2, 2012**, by United States mail and by posting said notice, to determine whether or not the said parcel of land were in such a state of uncleanness as to be a menace to the public health and safety of the community.

WHEREAS, none of the owners of the above described parcel of land appeared at the meeting of the Mayor and Board of Aldermen on **Tuesday, October 2, 2012**, to voice objection or to offer a defense.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Mayor and Board of Alderman of the City of Southaven, Mississippi, that the above described parcel of land located at: **2668 Olivia Lane, 2109 Cresthill Drive, 3298 Forest Bend Drive, 1839 Roy Drive, 8140 Martin Drive, 7701 Chesterfield Drive South, 7710 Chesterfield Drive South, 2749 Greenclyff Drive, 2645 Markston Cove** is deemed in the existing condition to be a menace to the public health and safety of the community.

BE IT FURTHER RESOLVED that the City of Southaven shall, if the owners of the above described parcel of land do not do so themselves, immediately proceed to clean the respective parcel of land, by the use of municipal employees or by contract, by cutting weeds and grass and removing rubbish and other debris.

Following the reading of this Resolution, it was introduced by Alderman Brooks and seconded by Alderman Huling. The Resolution was then put to a roll call vote and the results were as follows, to-wit:

ALDERMAN	VOTED
Alderman Greg Guy	ABSENT
Alderman Lorine Cady	YEA
Alderman Ronnie Hale	YEA

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Alderman George Payne

YEA

Alderman William Brooks

YEA

Alderman Ricky Jobses

YEA

Alderman Randall T. Huling, Jr.

YEA

The Resolution, having received a majority vote of all Aldermen present, was declared adopted on this, the **2nd day of October, 2012.**

PLANNING AGENDA

Planning Agenda will be presented by Mrs. Whitney Cheat-Cook, Planning Director.

Item #1 Design elevations for Family Dollar on the northeast corner of W.E. Ross Pkwy. and Church Road. Mrs. Choate-Cook stated that they have worked with the Aldermen, Mayor and herself on this design. Planning Commission did approve this item unanimously. Alderman Brooks made the motion to approve Item #1 as presented to this Board. Motion was seconded by Alderman Huling. Motion was put to vote and passed unanimously.

Item #2 Application by Tonya Beason for subdivision approval to revise Sawyer Estates Subdivision on the south side of Swinnea Lakes Drive, west of Swinnea. The applicant is purchasing lots 2 and 3 of the existing recorded subdivision, which both encompass 1.00 acres. The applicant is requesting to merge the two lots into one 2.00 acre lot. This is still in compliance with low density residential. Planning Commission did approve Item #2 unanimously. Alderman Huling made the motion to approve Item#2 as presented to this Board. Motion was seconded by Alderman Payne. Motion was put to vote and passed unanimously.

ITEM #3 Application by WFR, LLC to rezone 10.38 acres of property on the north side of Goodman Road, east of Tchulahoma Road from Agricultural to Planned Commercial. The comprehensive plan shows that it is commercially zoned. All the property will abut Goodman Road. Planning Commission did approve this item unanimously. Alderman Huling made the motion to approved Item #3 as presented to this Board. Motion was seconded by Alderman Cady. Alderman Hale asked if they got the elevation correct. Mrs. Choate-Cook stated that they did. Motion was put to vote and passed unanimously.

ITEM #4 Application by WFR, LLC for subdivision approval of a two lot subdivision on the north side of Goodman Road, east of Tchulahoma. Planning Commission did approve this item unanimously. Alderman Huling made the motion to approve Item #4 as presented to this Board. Motion was seconded by Alderman Cady. Motion was put to vote and passed unanimously.

ITEM #5 Design elevations for Fred's Store and Pharmacy on lot 1 of the Fred's Goodman Subdivision on the north side of Goodman Road, east of Tchulahoma. Alderman Huling made the motion to approve Item #5 as presented

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to this Board. Motion was seconded by Alderman Cady. Motion was put to vote and passed unanimously.

ITEM #6 Application by Mid-South Outlet Shops, LLC to amend the PUD text for the Plum Point planned Unit Development Areas B, H and I on the north side of Church Road, on both the east and west sides of I-55. One is for the proposed outlet mall. They are asking for some modification for uses. They propose some parking changes and sign changes. Staff recommendations are that they make some changes to some uses they put in. They have Hotel / Motel /Lodges and they were asked to remove motel / lodges. They were asked to remove multi-family residential. They were asked to remove assembly and manufacturing, machine shops, sale of used goods. They were asked for clarification on licensing and permitting on weapon stores. Planning Commission approved this item unanimously. Alderman Huling made the motion to approve Item #6 as presented to this Board. Motion was seconded by Alderman Brooks. Motion was put to vote and passed unanimously.

ITEM #7 Application by WCA Development, LLC for subdivision approval of Plum Point Area H lots 1-7 on the north side of Church Road, east of I-55. This is the out parcels and the main two lots. There are five out parcels and two main lots. This item is very standard with the subdivision. Planning Commission did approve this item unanimously. Alderman Huling made the motion to approve item #7 as presented to this Board. Motion was seconded by Alderman Brooks. Motion was put to vote and passed unanimously.

INFORMATION TECHNOLOGY DEPARTMENT-INTERNET SERVICE

Mr. Chris Shelton came before the Board of Aldermen tonight to request permission to invoke an exit strategy for Magnolia Wave. He reported that Magnolia Wave started in 2003 when there was a need for more options for citizens and city departments for internet service providers. Since the implementation of Magnolia Wave, advances in technology now require greater bandwidth than previously imagined. Alderman Cady made the motion to take the recommendation of the IT Director and start phasing out Magnolia Wave. Motion was seconded by Alderman Brooks. Alderman Payne thanked him for his hard work the last couple years with Magnolia Wave. Mayor Davis reported that there are several providers for the internet, and we need to give our customers approximately 90-120 days to contact them. Motion was put to vote and unanimously.

MAYOR'S REPORT

Mayor Davis reported that Mr. Wilson has sent them the fund balance account draft policy. This is exactly what we are doing, just puts it in a policy format. This policy goes to the bond rating companies that makes them feel more comfortable if it is a policy. He stated that they could adopt this tonight or wait until they have had more time to review it. Alderman Hale made the motion to approve the fund balance policy as presented. Motion was seconded by Alderman Huling. Motion was put to vote and passed unanimously.

COPY OF THE DRAFT AS FOLLOWS:

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City of Southaven, Mississippi Fund Balance Policy in Accordance with GASB Statement No. 54

Purpose.

The following policy has been adopted by the Southaven Board of Alderman in order to address the implications of Governmental Accounting Standards Board ("GASB") Statement No. 54, Fund Balance Reporting and Governmental Fund Definitions. The policy is created in consideration of unanticipated events that could adversely affect the financial condition of the City of Southaven and jeopardize the continuation of necessary public services. This policy will ensure that the City of Southaven maintains adequate fund balances and reserves in order to:

- a. Provide sufficient cash flow for daily financial needs,
- b. Secure and maintain investment grade bond ratings,
- c. Offset significant economic downturns or revenue shortfalls, and
- d. Provide funds for unforeseen expenditures related to emergencies.

This policy and the procedures promulgated under it supersede all previous regulations regarding the City of Southaven's fund balance and reserve policies.

Definitions

Fund Type Definitions. The following definitions will be used in reporting activity in governmental funds across the City of Southaven. The City may or may not report all fund types in any given reporting period based on actual circumstances and activity.

General Fund – The General Fund is used to account for all financial resources not accounted for in other funds. Most of the City's basic services are accounted for in the general fund.

Proprietary funds – Proprietary funds are used to account for operating revenues and expenditures resulting from providing services. The City has one type of proprietary fund, Enterprise Funds. The City uses enterprise funds to account for its water and sewer and sanitation services and operations.

Debt Service Funds – Debt Service Funds are used to account for all financial resources restricted, committed or assigned to expenditure for principal and interest.

Capital Projects Fund – Capital project funds are used to account for all financial resources restricted, committed or assigned to expenditure for the acquisition or construction of capital assets

Special Revenue Fund – Special Revenue funds are used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditure for specified purposes other than debt service or capital projects. The

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term "proceeds of specific revenue sources" establishes that one or more specific restricted or committed revenues should be the foundation for a special revenue fund.

Fund Balance. Net assets, or the difference between assets and liabilities in a governmental fund, is considered Fund Balance.

The Governmental Accounting Standards Board ("GASB"), who establishes financial reporting rules for governments, separates fund balance into five classifications that comprise a hierarchy based on primarily on the restrictions placed on the funds.

1. *Non-spendable* – Non-spendable fund balance consists of funds that cannot be spent due to their form (e.g. inventories and prepaid expenses).
2. *Restricted* – Restricted fund balance consists of funds that are mandated for a specific purpose by external parties, constitutional provisions or enabling legislation (e.g. penny for the parks)
3. *Committed* - Committed fund balance consists of funds that are set aside for a specific purpose by the City's highest level of decision making. Formal action must be taken by the end of the fiscal year to commit fund balances. The same formal action must be taken to remove or change the limitations placed on the funds.
4. *Assigned* – Assigned fund balance consists of funds that are set aside with the intent to be used for a specific purpose by the City's highest level of decision making authority or body or official that has been given the authority to assign funds. Assigned funds cannot cause a deficit in unassigned fund balance.
5. *Unassigned* – Unassigned fund balance consists of excess funds that have not been classified in the previous four categories. All funds in this category are considered spendable resources. This category also provides the resources necessary to meet unexpected expenditures and revenue shortfalls.

Policy

See definition above for Non-spendable and Restricted Fund Balances. Due to the nature of restrictions, the definitions are sufficient in determining the balances in these funds.

Committed Fund Balance

The Board of Aldermen, as the City's highest level of decision making authority, may commit fund balance for specific purposes pursuant to constraints imposed by formal actions taken, such a majority vote or resolution. These commitments cannot be used for any other purpose unless the Board of Aldermen removes or changes the specific use through the same type of formal action taken to establish the commitment.

Assigned Fund Balance

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Amounts that are constrained by the City's intent to be used for specific purposes but are neither restricted nor committed should be reported as assigned fund balance. This policy hereby delegates the authority to assign amounts to be used for specific purposes to the Chief Administrative Officer for the purpose of reporting these amounts in the annual financial statements. If there is a negative unassigned fund balance there should be no assigned fund balance designation.

Unassigned Fund Balance

Residual net resources, or the balance after restricted, committed and assigned are classified as unassigned fund balance. It is the goal of the City to achieve and maintain an unassigned General Fund balance of a minimum of 12% of General Fund expenditures. This minimum fund balance is to protect against cash flow shortfalls related to timing of projected revenue receipts and to maintain a budget stabilization commitment.

When the fund balance falls below the minimum percent range, the City of Southaven will replenish shortages/deficiencies in a period not to exceed five years by reducing expenditures and/or increasing revenues.

Should the fund balance of the General fund ever exceed the 12% range, the City will consider such fund balance surpluses for one time expenditures that are nonrecurring in nature which will not require additional future expense outlays for maintenance, additional staffing for other recurring expenditures.

Compliance with the provisions of this policy shall be reviewed annually by the Board of Aldermen.

Next, Mayor Davis reported that the week of October 15-19, 2012 has been proclaimed as Storm Water Week.

Next, Mayor Davis reported that the easement has been signed and recorded so the City can move forward with the drainage project in Summerwood.

Next, Mayor Davis reported that Saturday, October 6, 2012, from 1-6 is Southaven's 4th annual Fire and Safety Day.

CITIZEN'S AGENDA:

Mayor Davis opened the floor for the Citizen's Agenda.

Mr. Ed Portis, 1943 Winners Circle South. He has a problem with the sanitation service. He stated that he contacted Alderman Jobes regarding his neighbor having an over filled garbage container. He reported his neighbor the week of 9/6/12 and nothing was done. Two days later, after not receiving a return phone call, he came to City Hall in the Planning Office. He was sent to see Mr. Bradley Wallace, and he was not in. The week of 9/13/12 he had the same problem with his neighbor. Again, nothing was done. Then, he contacted Mr. Jobes and he told him what his problem was and Mr. Jobes came by and gave him a copy of the Sanitation Ordinance. Then, on the week of 9/20/12 he came in and complained again and nothing happened again. He made a few recommendations to the

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Sanitation ordinance and handed them out to the Board. After a discussion, Mr. Portis thanked the Board for any help they could give him.

Mr. Jim Hertter 3668 Castle Pointe. Mr. Hertter asked about the Senior Center. He asked if the total fee included the architectural engineering. Mayor Davis stated that it did, that it was total design. He stated that in addition to or in lieu of taking people to Jackson to try to remove the repealer, you may do a petition drive. Mayor Davis told Mr. Hertter that was a great idea and that he would get to work on it tomorrow.

PERSONNEL DOCKET

Personnel Docket 10/02/2012					
Payroll Additions	Position	Department	Effective Date	Rate of Pay	
Daniel Kelly	Clerk	City Clerk - 155	10/8/2012	\$10.00	
Payroll Deletions	Position	Department	Termination Date	Rate of Pay	
James Stallcup	Laborer	Parks - 411	9/30/2012 - resigned	\$10.25	
Promotions	Position Promoted To	Department	Effective Date	Rate of Pay	
Arlbon Crudup	Full Time Laborer	Parks - 411	10/8/2012	\$11.00	
Gary Greg	Full Time Laborer	Parks - 411	10/8/2012	\$11.00	
Stacy Barnett	Full Time Code Enforcement Officer	MCE - 511	10/8/2012	\$10.00	
Suspensions	Department	Length	Effective Date		
Fred Sims	Police - 211	1 day	10/5/2012		

Alderman Jobs made the motion to approve the Personnel Docket as presented to this Board. Motion was seconded by Alderman Cady. Motion was put to vote and passed unanimously.

COMMITTEE REPORTS

Alderman Brooks reported that Mr. Wes Brown reviewed the city's health insurance contract quotes. Mr. Brown met with Mr. Mark Merritte, and he quoted a real good price on the city's health insurance plan for the next 12 months. Mr. Merritte did not have an increase in the premiums this year. Alderman Brooks made the motion to stay with Aetna with no increase. Motion was seconded by Alderman Jobs. After a discussion the motion was put to vote and passed unanimously.

Next, Alderman Brooks reported that Saturday, October 6, 2012, at the Lander's Center is the 2nd Annual Mid-South Wounded Warriors Rally. All the proceeds go to help the wounded warriors. He stated that it is a wonderful cause and the events start at 7:30 and concerts starts at 1 p.m.

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Next, Mayor Davis asks to allow Alderman Hale and Alderman Jobes to attend the National League of Cities Conference. Alderman Payne made the motion to allow Alderman Hale and Alderman Jobes to attend the NLC Conference. Motion was seconded by Alderman Cady. Motion was put to vote and passed unanimously. Next, Mayor Davis stated that this Board needs to delegate an Alderman to vote on behalf of the City. Alderman Brooks made the motion to designate Alderman Jobes as the primary voting delegate and Alderman Hale as alternate voter. Motion was seconded Payne. Motion was put to vote and passed unanimously.

Next, Alderman Brooks made a motion to allow Mayor and the Parks Committee to attend the National Parks Conference in accordance with the city's travel policy. Motion was seconded by Alderman Huling. Alderman Jobes asked where the conference would be and Mayor Davis told him it is in Orlando, FL, November 12-16, 2012. Motion was put to vote and passed unanimously.

CITY ATTORNEY'S LEGAL UPDATE

NO City Attorney's Legal Update

OLD BUSINESS

No Old Business

PROGRESS REPORTS

No Progress Report

CLAIMS DOCKET: FY 2012

A motion was made by Alderman Jobes to approve the Claims Docket of October 2, 2012, including demand checks and payroll in the amount of \$1,249,123.73. This is the F/Y 2012 docket Motion was seconded by Alderman Huling.

Excluding voucher numbers:

188917, 188919, 189046, 189240, 289241, 189242, 189246, 189247, 189248, 189255, 189441, 189442, 189447, 189448, 189449, 1789450, 189451, 189452, 189453, 189454, 189455, 189456, 189702, 189730, 189731, 189732, 189733, 189734, 189735,

Roll call was as follows:

ALDERMAN	VOTED
Alderman Guy	ABSENT
Alderman Cady	YEA
Alderman Hale	YEA
Alderman Payne	YEA
Alderman Brooks	YEA
Alderman Jobes	YEA

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Alderman Huling

YEA

Having received a majority of affirmative votes, the Mayor declared that the motion was carried and approved for payment on this the 2nd day of October, 2012.

CLAIMS DOCKET: FY 2013

Next, A motion was made by Alderman Jobes to approve the Claims Docket of October 2, 2012, including demand checks and payroll in the amount of \$2,919,388.75. This is the F/Y 2013 docket. Motion was seconded by Alderman Hale.

Roll call was as follows:

ALDERMAN

VOTED

Alderman Guy
Alderman Cady
Alderman Hale
Alderman Payne
Alderman Brooks
Alderman Jobes
Alderman Huling

ABSENT
YEA
YEA
YEA
YEA
YEA
YEA

Having received a majority of affirmative votes, the Mayor declared that the motion was carried and approved for payment on this the 2nd day of October, 2012.

PERSONNEL AND LITIGATION

Next, motion was made by Alderman Cady to move for a closed determination of the issue on whether or not to declare an Executive Session. Motion was put to vote and passed unanimously. Alderman Brooks made the motion to go into Executive Session for the purpose of discussing litigation. Motion was seconded by Alderman Hale. Motion was put to a vote by the raise of hands and passed unanimously.

Alderman Cady made the motion to wave the assessment for Adams Homes on the one lot located in Cherry Tree Subdivision South. Motion was seconded by Alderman Payne. Motion was put to vote and passed unanimously.

Alderman Payne made the motion to take the recommendation of Nick Manley, City Attorney, and settle the easement case on Elmore Road, City of Southaven vs Cavagnaro, matter for \$42,500.00. Motion was seconded by Alderman Brooks. Motion was put to vote and passed unanimously.

Mayor Davis called the meeting back to order.

There being no further business to come before the Board of Aldermen, a motion was made by Alderman Brooks to adjourn. Motion was seconded by

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Alderman Cady. Motion was put to a vote and passed unanimously, October 2,
2012 at 7:20 p.m.

Charles G. Davis
Mayor

Sheila Heath, City Clerk

(Seal)

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RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI TO PURCHASE PROPERTY LOCATED AT 7980 SWINNEA ROAD

The Mayor and Board of Aldermen of the City of Southaven, Mississippi (the "City"), considered the matter of purchasing a certain tract of real estate known as 7980 Swinnea Road, Southaven, DeSoto County, Mississippi, together with all improvements, fixtures, equipment and structures thereon (the "Property").

Thereupon Alderman Hale offered and moved the adoption of the following resolution:

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI TO PURCHASE PROPERTY LOCATED AT 7980 SWINNEA ROAD

WHEREAS, P.I.T., LLC, a Mississippi limited liability company, ("Seller") currently owns the Property; and

WHEREAS, pursuant to a Lease Agreement dated August 1, 2009 (the "Lease"), an approximately 11,000 square feet fire station facility which has been constructed for, leased to, and is currently occupied by the City; and

WHEREAS, the Lease gave City the option to purchase the Property after the initial thirteen (13) months of the Lease term; and

WHEREAS, Seller desires to sell the Property to the City in accordance with the applicable Mississippi Statutes and Lease Agreement dated August 1, 2009; and

WHEREAS, the City, pursuant to Mississippi Code 43-37-3, has obtained an appraisal for the Property in the amount of Three Million, Two Hundred Thousand Dollars and 00/100 (\$3,200,000.00); and

WHEREAS, the City, under its powers set forth in Mississippi Code 21-17-1, desires to purchase the Property for the appraised amount of \$3,200,000.00.

NOW, THEREFORE, BE IT RESOLVED, that the City approves the purchase of the Property in the amount of \$3,200,000.00; and

BE IT FURTHER RESOLVED, that the Mayor of the City and City Clerk are hereby authorized, in accordance with this Resolution, to enter into and execute any and all appropriate

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documents or contracts, and to undertake and perform any and all other necessary or appropriate action to implement this Resolution.

The foregoing Resolution was seconded by Alderman Payne and brought to a vote as follows:

Alderman Greg Guy	ABSENT
Alderman Lorine Cady	YEA
Alderman Ronnie Hale	YEA
Alderman George Payne	YEA
Alderman William Brooks	YEA
Alderman Ricky Jobes	YEA
Alderman Randall Huling	YEA

Having received a majority of affirmative votes, the Mayor declared that the Resolution was carried and adopted as set forth above on this the 2nd day of October, 2012.

CITY OF SOUTHAVEN, MISSISSIPPI

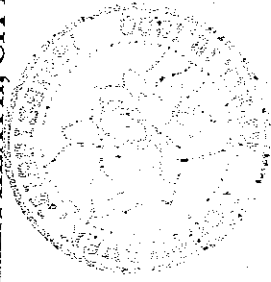
BY:

CHARLES G. DAVIS, MAYOR

ATTEST:

Sheila Heath

SHEILA HEATH, CITY CLERK



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CONTRACT FOR THE SALE OF REAL ESTATE

THIS CONTRACT, entered into by and between P.I.T., LLC, a Mississippi limited liability company, hereinafter referred to as "Seller", and the CITY OF SOUTHAVEN and or Assigns, hereinafter referred to as "Purchaser", effective as of the ____ day of October, 2012, for the purposes hereinafter stated;

W I T N E S S E T H :

WHEREAS, Seller owns a certain tract of real estate known as 7980 Swinnea Road, Southaven, DeSoto County, Mississippi, together with all improvements, fixtures, equipment and structures thereon (the "Property");

WHEREAS, pursuant to a Lease Agreement date as of August 1, 2009 (the "Lease"), an approximately 11,000 square feet fire station facility which has been constructed for, leased to, and is currently occupied by Purchaser;

WHEREAS, the Lease gave Purchaser the option to purchase the Property after the initial thirteen (13) months of the Lease term;

WHEREAS, Seller desires to sell the Property and Purchaser wishes to buy the Property upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, Seller covenants and agrees to sell the Property with any improvements thereon, or cause it to be conveyed, by good and sufficient warranty deed, to Purchaser or to such person or persons as Purchaser may designate; Purchaser, however, shall not be released from any of Purchaser's agreements and undertakings as set forth herein, unless otherwise stated, and Purchaser covenants and agrees that Purchaser or Purchaser's assignee shall purchase and accept the Property for the purchase price provided in Paragraph 2 below and upon the following terms and conditions:

1. **Deposit.** Purchaser has previously deposited a security deposit in the amount of Five Hundred Thousand and No/100 Dollars (\$500,000.00) with Seller under the terms of the Lease (the "Deposit") which sum is being held in a certificate of deposit with Bancorp South Bank. If the purchase and sale of the Property as contemplated hereunder is consummated, the Deposit shall be applied as a credit on the purchase price due from Purchaser at closing. If the purchase and sale of the Property as contemplated hereunder is not consummated because of a default under this Agreement by either party, including failure of title to the Property to be in the condition required by Paragraph 10, the Deposit shall continue to serve as a Security Deposit under the Lease.

2. **Purchase Price.** The purchase price for the Property shall be THREE MILLION TWO HUNDRED THOUSAND and NO/100 DOLLARS (\$3,200,000.00). The purchase price for the Property (on which the Deposit shall be a credit) shall be paid in cash at closing by cashier's check or wire transfer.

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3. Warranties. (a) Seller warrants as an inducement to purchase of the Property by Purchaser that:

- (i) Seller has full power and authority to enter into this Contract and to perform all of its obligations hereunder. The execution and delivery of this Contract and the performance by Seller of its obligations hereunder have been duly authorized by all requisite action and no further action or approval is required in order to constitute this Contract as a binding and enforceable obligation of Seller;
 - (ii) Seller has no knowledge of any pending or threatened condemnation or taking with respect to the Property;
 - (iii) Seller represents that Seller has good and merchantable title to the Property and full right to sell and convey the same to Purchaser in this transaction; and
 - (iv) Seller is not a "foreign person" as defined by the Foreign Investment in Real Property Tax Act of 1980.
- (b) Purchaser warrants as an inducement to sell the Property by Seller that:
- (i) Purchaser has full power and authority to enter into this Contract and to perform all of its obligations hereunder. The execution and delivery of this Contract and the performance by Purchaser of its obligations hereunder have been duly authorized by all requisite action and no further action or approval is required in order to constitute this Contract as a binding and enforceable obligation of Purchaser; and
 - (ii) As of the date hereof, (i) the Lease is in full force and effect, (ii) there are no defaults or events that with the passage of time or notice would constitute a default by Seller or Purchaser under the Lease and (iii) to the best knowledge of Purchaser, Seller is in full compliance with all of the terms, conditions and covenants of the Lease.
- (iii) Purchaser shall make all necessary applications and filings to obtain general obligation bonds for funding this project on or before 45 days after the effective date of this contract. Obtaining approval or validation of the bonds shall be a condition precedent to closing.

4. Seller's Warranties with Respect to Environmental Laws. Seller hereby represents to Purchaser that Seller has no actual knowledge or information that the Property is the subject of any judicial or administrative notice or action relating to hazardous waste or environmental contamination or cleanup and that Seller has received no notice of any claim, violation of any law or regulation having to do with environmental protection. Seller further

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represents, except as disclosed to Purchaser prior to this contract or arising from Purchaser's use and operation of the Property, that Seller has no knowledge or information that hazardous or toxic substances have been stored, processed or disposed of on or released or discharged from or onto the Property. Seller shall furnish to Purchaser all environmental reports with respect to the Property in Seller's possession or accessible to Seller within five (5) days of acceptance of this contract by Seller. Purchaser shall pay for any environmental reports ordered by Purchaser.

5. **Notices.** Any notices required or permitted to be given hereunder shall be in writing and shall be effective upon actual delivery or upon deposit in the U.S. mail, postage prepaid, registered or certified mail, and delivered, or in the case of mailing, addressed to the respective parties at the following addresses:

If to Seller:

P.I.T, LLC
P.O. Box 492
Southaven, MS 38671

If to Purchaser:

City of Southaven
8710 Northeast Drive
Southaven, MS 38671

6. **Closing.** If this contract has not been earlier terminated pursuant to its terms, closing shall be held on or before 15 days after the issuance of the general obligation bonds or 60 days from the effective date, whichever is earlier. Closing shall be held at a place as mutually agreed upon.

Purchaser or its agents shall have the right to enter upon the Property prior to closing for purposes of making soil tests, doing engineering and survey work. In the event this contract is canceled or fails to close due to default of Purchaser, Purchaser agrees to return the property to its condition prior to inspections.

Rents are to be prorated as of 12:01 a.m. on the date of closing. If closing shall occur other than on the final day of a calendar month, Purchaser shall be entitled to a credit of any remaining rent allocated to the period from the closing date through the end of that calendar month. All prior unpaid taxes or liens arising during the term of the Lease are to be paid by Purchaser. Purchaser is the current tenant of the Property and responsible for payment of real estate taxes on the Property under the terms of the Lease. Therefore there shall be no proration of real estate taxes at Closing.

Title is to be conveyed subject to such restrictions, easements and covenants of record not objected to as provided in Paragraph 9 hereof and subject to zoning ordinances or laws of any governmental authority.

Settlement and payment of the purchase price shall be made upon presentation of a good and valid warranty deed with the usual covenants of seizin, title, quiet possession and against encumbrances, and conveying a good and merchantable title. The deed or other conveyance

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documents shall convey all of Seller's rights, privileges and easements appurtenant to the Property. At closing, the Lease shall be deemed terminated with neither party having any rights, duties or obligations under the Lease.

Seller agrees to deliver the portions of the Property set out in Section 7(b) of the Lease (Landlord's Obligations) in good condition as of the closing date. Under the terms of Section 7(d) of the Lease (Maintenance Obligations), Purchaser is responsible for repairs and maintenance of the Property as more particularly set out therein. Purchaser acknowledges that Seller is conveying the portion of the improvements other than those described in Section 7(b) in "as is" condition.

7. Conditions to Obligations.

(a) It shall be a condition to Purchaser's obligations hereunder that:

- (i) all of the representations and warranties of Seller contained herein shall be true as of the closing date, and Seller shall furnish a certificate to such effect at closing; and
- (ii) title to the Property shall be in the condition required in Paragraph 9 below.

(b) It shall be a condition to Seller's obligations hereunder that:

all of the representations and warranties of Purchaser contained herein shall be true as of the closing date, and Purchaser shall furnish a certificate to such effect at closing.

8. Purchaser's Inspection. Purchaser shall have until thirty (30) days from the date this contract is fully executed to complete Purchaser's inspection of the Property (the "Inspection Period") and to determine, whether to purchase the Property pursuant to the terms hereof. During the Inspection Period, Purchaser shall have the right, at all reasonable times, to enter upon the Property for the purpose of making such studies tests and inspections that Purchaser deems necessary, including, without limitation, engineering, testing and inspection, environmental testing, soil testing, boring, survey and appraisal.

If on or before the date of expiration of the Inspection Period, Purchaser gives written notice to Seller that it has determined that the Property is not suitable for Purchaser's intended purpose and that it elects not to purchase the Property in accordance with the terms of this contract, then this contract shall be held to be null and void and the parties shall affirm and ratify the terms of the Lease.

9. Seller's Reports. Seller shall deliver to Purchaser within fifteen (15) days from the execution date of this contract a copy of all inspection reports, surveys, title reports, title

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insurance policies, geo-technical reports, or any other reports, plans and specifications, and appraisal of the premises in its possession as it relates to the property subject hereto.

10. **Title Commitment.** Title to the Property shall be good, merchantable, fee simple and unencumbered. Within ten (10) days after execution of this contract, Purchaser shall obtain a commitment for an owner's title insurance policy on the Property from a title insurance company authorized to do business in the State of Mississippi, and shall be designated by Purchaser's attorney in the amount of the purchase price and shall have ten (10) days from receipt of such commitment to examine title and notify Seller of any defects therein. Seller shall have ten (10) days from receipt of such notice of any defects in which to cure the same. It is understood and agreed that if title is not good and has not or cannot be made good by Seller within ten (10) days after written notice has been given by Purchaser to Seller that title is defective, specifically pointing out the defects, then Purchaser may, at its option, either (a) elect to purchase the Property subject to such defect in title or (b) elect not to purchase the Property, in which event the Lease shall continue in full force and effect, and the Deposit shall serve as the Security Deposit under the Lease and neither party shall have any further claim against the other under this contract. If this contract fails to close pursuant to the terms hereof, the Deposit shall be held by Seller as the original escrow deposit (security deposit) under that Lease dated August 1, 2009. The terms and obligations of said lease shall be continued thereafter. In the event that this closing takes place the lease and the obligations thereof shall terminate thereon. The prevailing party in any action to enforce this Contract shall be entitled to collect reasonable attorneys' fees and expenses.

11. **Expenses.** Purchaser is to pay for recording of the warranty deed, the premium for the owner's title insurance policy to be obtained by Purchaser, the cost of any survey and costs associated with any financing obtained by Purchaser. Seller is to pay for title search. Each party shall pay the fees and expenses of the attorney engaged to represent it except as above provided.

12. **Brokerage.** The parties acknowledge that neither party has used the services of a real estate broker in the sale contemplated herein. Seller agrees to hold Purchaser harmless against all claims for broker's commissions or finder's fees in connection with this sale made by persons claiming to have been engaged by Seller. Purchaser shall hold Seller harmless as against any persons claiming a broker's commission or finder's fee by virtue of Purchaser's actions.

13. **Offer/Acceptance.** This writing when signed by Seller shall constitute an offer which shall expire of its own terms if not accepted by Purchaser prior to 5:00 P.M. Central time on October __, 2012.

14. **Governing Law.** This Contract shall be governed by, and construed and enforced in accordance with, the laws of the State of Mississippi.

15. **Counterpart Originals.** This agreement may be signed in counterparts which, taken together, shall constitute one original binding agreement.

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Miscellaneous.

- (a) Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.
- (b) This writing includes the entire agreement between the parties with respect to the transactions covered hereby. No modification or amendment hereto shall be effective unless in writing and signed by both parties.

17. Conditions Precedent To Closing

- (a) This closing is subject to Purchaser receiving an appraisal for the sale price hereto from a commercially designated appraiser, with a MIA commercial designation for properties of this type.
- (b) Approval of survey, inspection reports, title reports, title insurance policies, geo technical reports, or any other reports, plans and specifications as provided by seller pursuant to Paragraph 8.
- (c) Issuance and approval of a commitment for owner's title insurance policy in the amount of the purchase price with the Schedule B exceptions as pursuant to Addendum A hereto.

(INTENTIONALLY LEFT BLANK)

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WITNESS the signature of all parties the day and year above written.

SELLER:

P.I.T., LLC,
a Mississippi limited liability company

By: _____
Title: _____

PURCHASER:

CITY OF SOUTHAVEN

By: _____
Title: _____

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RESOLUTION GRANTING AUTHORITY TO CLEAN PRIVATE PROPERTY

WHEREAS, the governing authorities of the City of Southaven, Mississippi, have received numerous complaints regarding the parcel of land located at the following address, to-wit: 2668 Olivia Lane, 2109 Cresthill Drive, 3298 Forest Bend Drive, 1839 Roy Drive, 8140 Martin Drive, 7701 Chesterfield Drive South, 7710 Chesterfield Drive South, 2749 Greenclyff Drive, 2645 Markston Cove, to the effect that the said parcel of land has been neglected whereby the grass height is in violation and there exist other unsafe conditions and that the parcel of land in the present condition is deemed to be a menace to the public health and safety of the community.

WHEREAS, pursuant to Section 21-19-11 of the Mississippi Code Annotated (1972), the governing authorities of the City of Southaven, Mississippi, provided the owners of the above described parcel of land with notice of the condition of their respective parcel of land and further provided them with notice of a hearing before the Mayor and Board of Aldermen on **Tuesday, October 2, 2012**, by United States mail and by posting said notice, to determine whether or not the said parcel of land were in such a state of uncleanness as to be a menace to the public health and safety of the community.

WHEREAS, none of the owners of the above described parcel of land appeared at the meeting of the Mayor and Board of Aldermen on **Tuesday, October 2, 2012**, to voice objection or to offer a defense.

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NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Mayor and Board of Alderman of the City of Southaven, Mississippi, that the above described parcel of land located at: 2668 Olivia Lane, 2109 Cresthill Drive, 3298 Forest Bend Drive, 1839 Roy Drive, 8140 Martin Drive, 7701 Chesterfield Drive South, 7710 Chesterfield Drive South, 2749 Greenclyff Drive, 2645 Markston Cove is deemed in the existing condition to be a menace to the public health and safety of the community.

BE IT FURTHER RESOLVED that the City of Southaven shall, if the owners of the above described parcel of land do not do so themselves, immediately proceed to clean the respective parcel of land, by the use of municipal employees or by contract, by cutting weeds and grass and removing rubbish and other debris.

Following the reading of this Resolution, it was introduced by Alderman Brooks and seconded by Alderman Huling. The Resolution was then put to a roll call vote and the results were as follows, to-wit:

ALDERMAN	VOTED
Alderman Greg Guy	ABSENT
Alderman Lorine Cady	YEA
Alderman Ronnie Hale	YEA
Alderman George Payne	YEA
Alderman William Brooks	YEA
Alderman Ricky Jobes	YEA
Alderman Randall T. Huling, Jr.	YEA

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The Resolution, having received a majority vote of all Aldermen present, was declared adopted on this, the 2nd day of October, 2012.

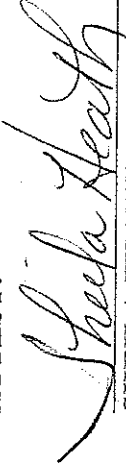
CITY OF SOUTHAVEN, MISSISSIPPI

BY:



CHARLES G. DAVIS
MAYOR

ATTEST:



SHEILA HEATH
CITY CLERK



Minutes, City of Southaven, Southaven, Mississippi

Color Elevations

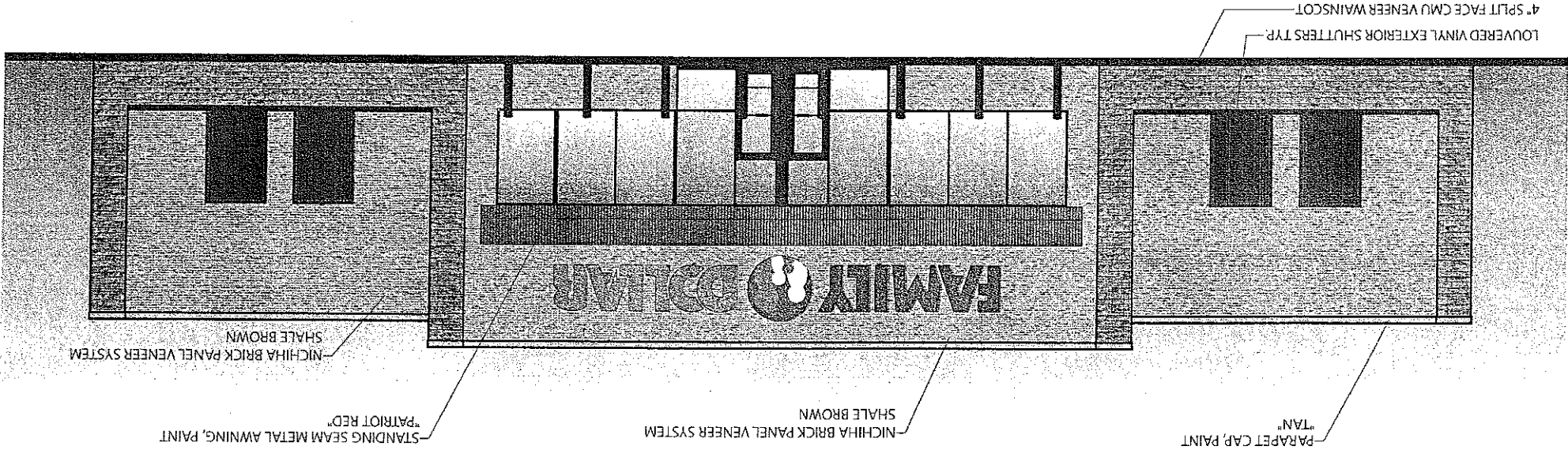
Southaven, MS

August 16, 2012

pb2
architecture
+ engineering

my family, my family dollar.

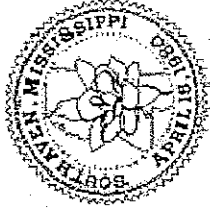
FAMILY DOLLAR



EXTERIOR FINISH SCHEDULE (REF SHEET A-1.1 FOR INTERIOR FINISH SCHEDULE)			
NO.	DESCRIPTION	MATERIAL TYPE	COATS
EXTERIOR FINISH SYMBOL			
1	NICHIIHA BRICK PANEL VENEER SYSTEM	CANYON BROWN	1/2"
2	STANDING SEAM METAL AWNING, PAINT	SHALE BROWN	1/2"
3	LOUVERED VINYL EXTERIOR SHUTTERS TYP.	SHALE BROWN	1/2"
4	PARAPET CAP, PAINT	SHALE BROWN	1/2"
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Minutes, City of Southaven, Southaven, Mississippi



City Of Southaven Office of Planning and Development Subdivision Staff Report

City of Southaven City Hall
Executive Board Room
8710 Northwest Drive

Date of Hearing:	September 24, 2012	
Public Hearing Body:	Planning Commission	
Applicant:	Tonya Beason c/o Ben Smith 891 Rasco Road E. 662-393-3347	
Total Acreage:	7.32 acres	
Existing Zone:	Agricultural	
Location of Subdivision application:	West of Swinnea Road, between Church Road and Star Landing Road.	
Comprehensive Plan Designation:	Low Density Residential	
Staff Comments:	The applicant is requesting to revise the existing Sawyer Estates Subdivision, west of Swinnea Road, between Church Road and Star Landing. The applicant is purchasing lots 2 and 3 of the existing recorded subdivision, which both encompass 1.00 acres. The applicant is requesting to merge the two lots into one 2.00 acre lot.	
Staff Recommendations:	Staff has no problems with the proposed revision as the request still keeps the lots in compliance with low density residential. Staff will remind the applicant that they will	

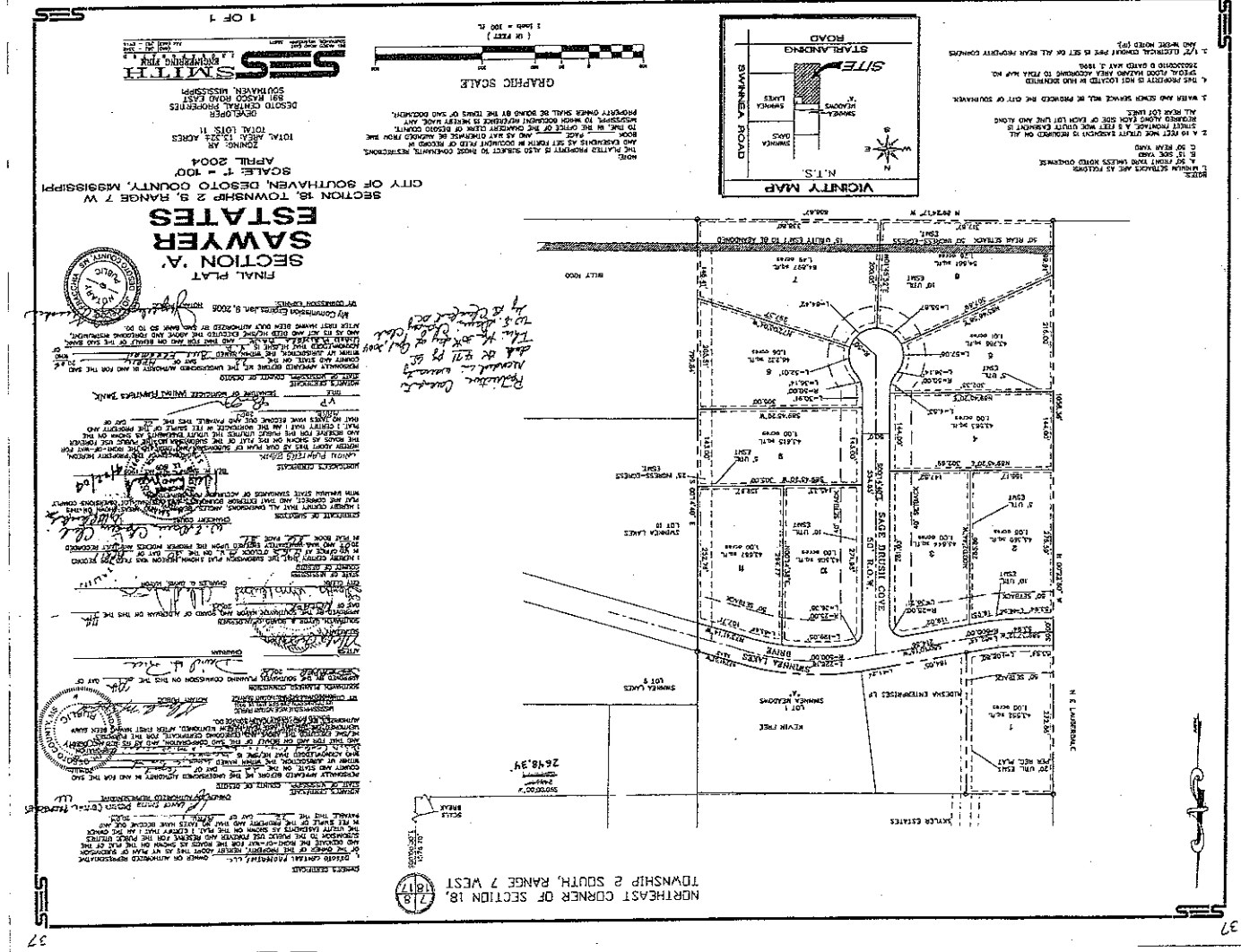
Minutes, City of Southaven, Southaven, Mississippi

need to vacate the easements between the lots and also get signatures for the revision to the plats from the abutting property owners and those across the street as well. Otherwise, staff has no comments and recommends approval.

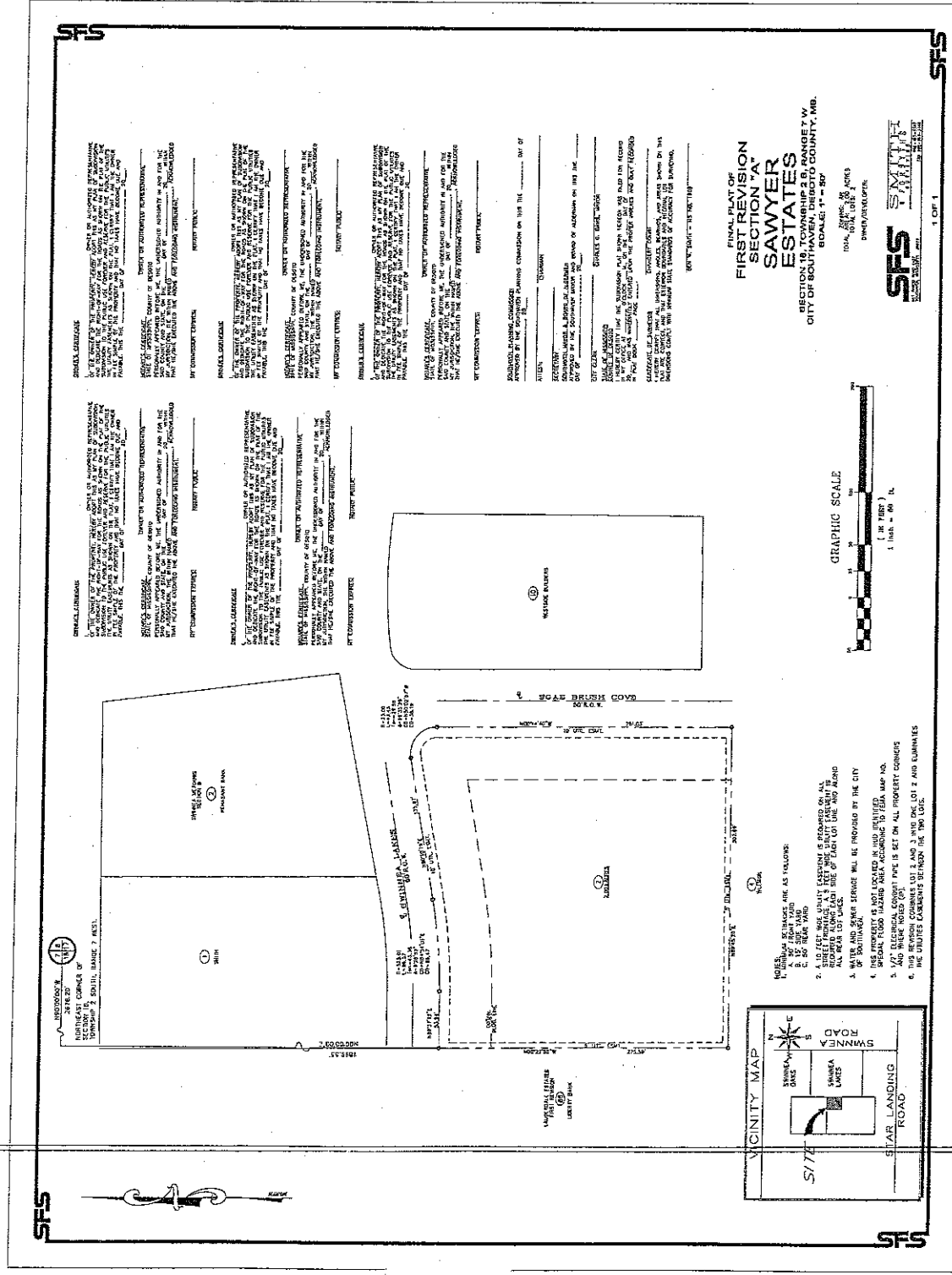
**Planning Commission
Recommendation:**

**Motion made by:
Seconded by:**

Minutes, City of Southaven, Southaven, Mississippi



Minutes, City of Southaven, Southaven, Mississippi



Minutes, City of Southaven, Southaven, Mississippi



City Of Southaven Office of Planning and Development Rezoning Staff Report

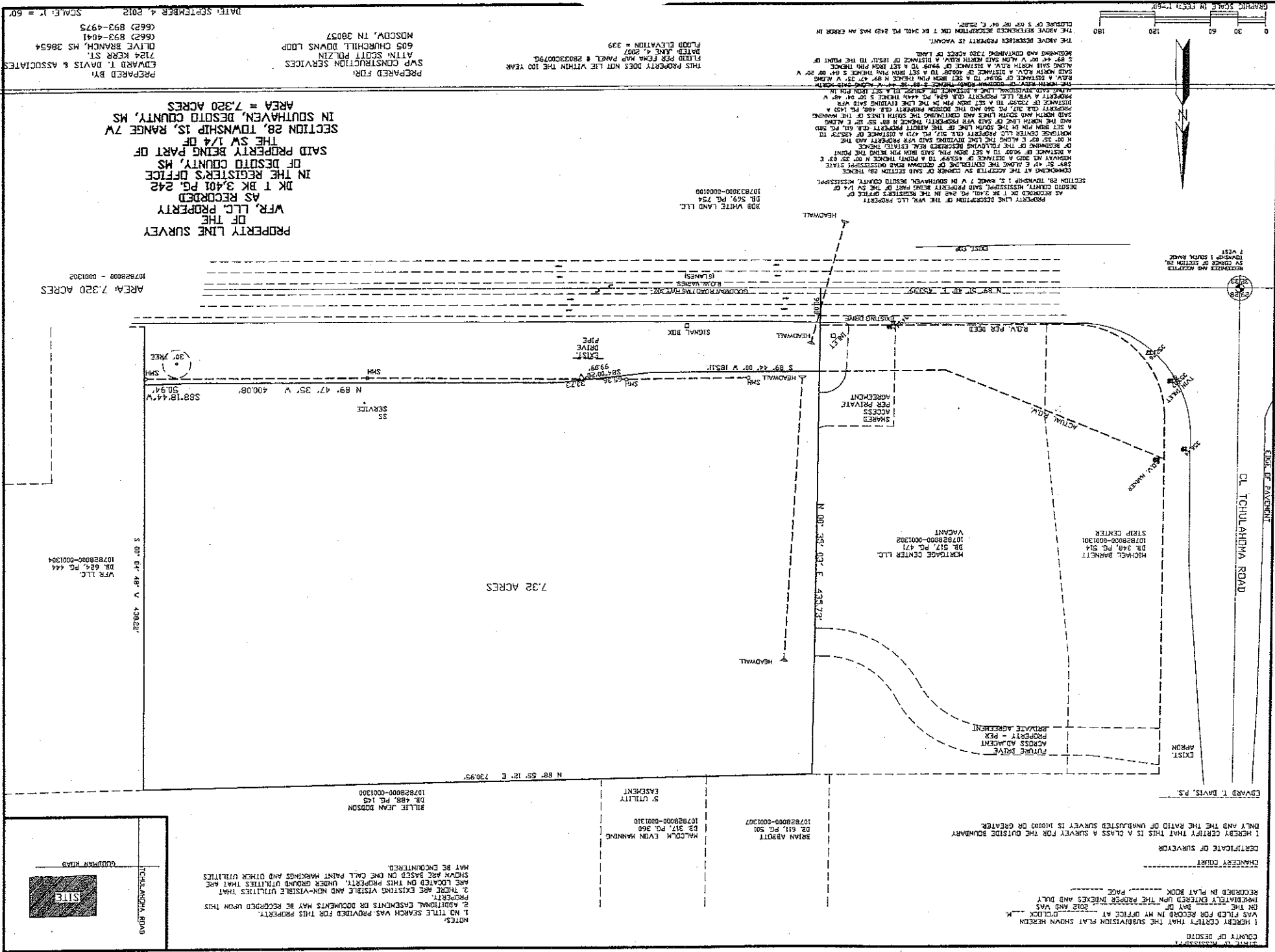
City of Southaven City Hall
Executive Board Room
8710 Northwest Drive

Date of Hearing:	September 24, 2012
Public Hearing Body:	Planning Commission
Applicant:	WFC, LLC c/o Mike Bailey PO. Box 867 New Albany, MS 38652 901-488-9803
Total Acreage:	10.38
Existing Zoning:	Agricultural (AG)
Proposed Zoning:	Planned Commercial (C-4)
Location of Subdivision application:	North side of Goodman Road, east of Tchulahoma Road.
Comprehensive Plan Designation:	Commercial
Staff Comments:	The applicant is requesting to rezone 10.38 acres of property on the north side of Goodman Road, east of Tchulahoma Road from Agricultural (AG) to Planned Commercial (C-4). This request takes in two separate pieces of property: The first parcel encompasses 7.32 acres along Goodman Road with 730 ± feet of frontage along a major arterial road and 438' of depth. The second piece of property is located just to the east of the hard corner on the northeast side of Goodman and Tchulahoma Road and wraps around to the north of the hard corner. This parcel encompasses 3.06 acres, which is now a vacant lot where Carlisle Nursery was once located. The access point to Goodman

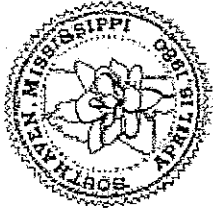
Minutes, City of Southaven, Southaven, Mississippi

Road is still being utilized and will be incorporated into the design of cross access for future development. The property abutting the east property line was rezoned to C-4 in 2003 by the same applicant. Beyond that point, the subdivision Country Oaks has it's first access point into the residential subdivision. The homes at this particular entrance face toward the residential road and not to Goodman Road. The property to the west of this site is already zoned for commercial use and has a multi tenant retail building on site. On the south side of Goodman Road, across from this area, there is an approved PUD-Snowden Farms which incorporates mixed use of commercial and office districts.	
Staff Recommendations Per the adopted Comprehensive Plan, this area is designated for Commercial use with a stopping point at Country Oaks Subdivision. This application is in compliance with the Plan. Staff does have concerns with the properties to the north; however, staff will ensure proper buffering between the Agricultural large lots to the north and the commercial properties in this application. That being said, staff recommends approval to rezone the entire 10.38 acres from Agricultural to Planned Commercial.	
Planning Commission Recommendation:	Motion made by: Seconded by:

Minutes, City of Southaven, Southaven, Mississippi



Minutes, City of Southaven, Southaven, Mississippi



City Of Southaven Office of Planning and Development Subdivision Staff Report

City of Southaven City Hall
Executive Board Room
8710 Northwest Drive

Date of Hearing:	September 24, 2012
Public Hearing Body:	Planning Commission
Applicant:	Erb/Walker 871 Ridgeway Loop, #107 Memphis, TN 38120 901-766-1855
Total Acreage:	7.32 acres
Existing Zone:	Planned Commercial (C-4) Rezoning proposed from AG to C4
Location of Subdivision application:	North side of Goodman Road, east of Tchulahoma Road.
Comprehensive Plan Designation:	Commercial
Staff Comments: The applicant is requesting subdivision approval for a two lot subdivision on the north side of Goodman Road, east of Tchulahoma Road. Lot 1 is shown at 2.506 acres and lot 2 is shown with 4.814 acres. The standard easements are shown along the boundaries of the lots with a twenty (20) foot drainage easement from the southwest corner at Goodman Road carrying north just past the proposed future drive.	
Staff Recommendations:	

Minutes, City of Southaven, Southaven, Mississippi

Staff has no problems with the proposed subdivision; however, there is a question on the access drive to Tchulahonia Road. It is shown as a private drive across the abutting property to the west and then stops at lot 1. When staff reviewed the site plan submittal for lot 1, it appears that this drive will allow access to not only lot 1 but it is stubbed out as future access to lot 2. Staff is requesting clarification if this drive is going to be a public ingress/egress for access to these lots; if that is the case, it would be suggested that the drive be documented at least across lot 1 since this lot is under development. It would not be advisable to carry it into lot 2 since a site layout for this area is not available at this point. Otherwise, staff has no problems and recommends approval.

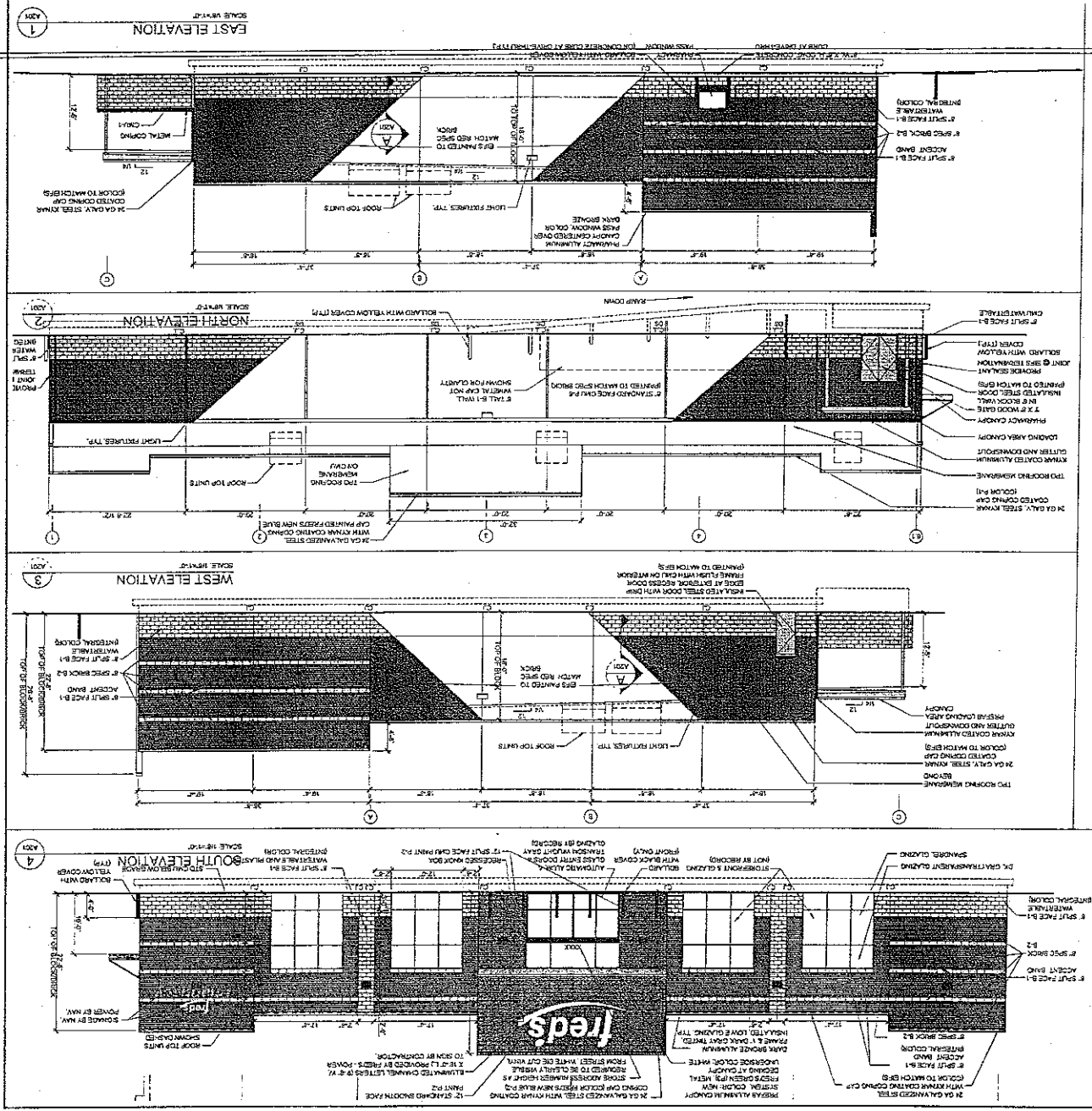
**Planning Commission
Recommendation:**

**Motion made by:
Seconded by:**

Minutes, City of Southaven, Southaven, Mississippi

[illegible]

Minutes, City of Southaven, Southaven, Mississippi



LABORATION		COLOUR TISSUE	REMARKS
B-1	WOODSTOCK BLACK	COOLKAT	4*7*16 SPEC BROOK SMOOTH
P-2	FRESH NEW BLUE	PLANT TO MATCH	WOODSTOCK BLACK
P-3	WOODSTOCK BLACK	PLANT TO MATCH	COOLKAT
P-4	PLANT TO MATCH	WOODSTOCK BLACK	COOLKAT
M-1	REFRESHING GREEN AS	PLANT TO MATCH	WOODSTOCK BLACK
ENTRY CANOPY	FRESH GREEN	PLANT TO MATCH	WOODSTOCK BLACK
PERIMETER CANOPY	FRESH GREEN	PLANT TO MATCH	WOODSTOCK BLACK
OUTSIDE LAMPPOSTS	FRESH GREEN	PLANT TO MATCH	WOODSTOCK BLACK
STREETVIEW	FRESH GREEN	PLANT TO MATCH	WOODSTOCK BLACK
ROOMING	FRESH GREEN	PLANT TO MATCH	WOODSTOCK BLACK

NOTES:

1. BRICK CLEANER - PROSCOD CUSTOM MASONRY CLEANER.
2. BRICK SEALER - 2 COATS IF PROSCOD CUSTOM MASONRY SEALER.
3. COLORED MORTAR TO BE SELECTED.
4. PROVIDE DRY BLOCK IN MORTAR.

PROJECT	NEW RETAIL STORE AND PHARMACY GOODMAN ROAD SOUTHAVEN, MISSISSIPPI
DATE	2012 SEPTEMBER 18
REVISIONS	
SHEET NO.	A201

PROJECT	NEW RETAIL STORE AND PHARMACY GOODMAN ROAD SOUTHAVEN, MISSISSIPPI
DATE	2012 SEPTEMBER 18
REVISIONS	
SHEET NO.	A201



NOT FOR CONSTRUCTION

SEAL



Design-Build

605 Churchill Downs Loop
Moscow, Tennessee 38057
Phone: 901-677-7995
Fax: 901-677-7998

Minutes, City of Southaven, Southaven, Mississippi



City of Southaven Office of Planning and Development Amendment to Planned Unit Development

City of Southaven City Hall
Executive Board Room
8710 Northwest Drive

Date of Hearing:	September 24, 2012
Public Hearing Body:	Planning Commission
Applicant	Desoto Pointe Development, LLC #50 Hwy. 196 South Piperton, TN 38017 901-854-7849
Location	North side of Church Road, between I-55 and Airways Blvd.
Total Acreage	340 acres
Existing Zoning:	Plum Point Planned Unit Development
Type of amendment being requested:	Amendment to PUD text ONLY
Comprehensive Plan Designation:	Mixed Use

Minutes, City of Southaven, Southaven, Mississippi

Staff Comments:

The applicant is requesting to amend the existing Plum Point Planned Unit Development on the north side of Church Road on both the east side and west side of I-55. For the purposes of the amendment, the applicant is requesting a text revision for Areas B, H and I on the overall site. According to the original master plan submitted and approved Area B was designated for light manufacture, the applicant is requesting to soften these uses to a C-4 or Planned Commercial district. The text provided by the applicant takes the permitted uses of the C-4 district and adds or modifies to propose the following:

AREA B

ATM and other financial service kiosks and walk up facilities	Cell towers
Conference centers	Cultural facilities including clinics and emergency medical facilities (except east of Airways)
Salon, gymnasiums and other facilities	Indoor gun and/or archery practice ranges
Instructional service providers and training centers	Lounges, taverns, pubs, bars, microbreweries and similar establishments including outdoor seating (exclude adult entertainment)
Movie theaters, live theaters, and indoor/outdoor entertainment and recreational venues which may include but not be limited to music and comedy clubs, bowling, billiards, video games, and other arcade type games	Multi-family residential units
Offices and other related service providers	Outdoor amusement center, carnivals, fairs, and trade shows
Parking, automobile parking lot or garage	Photography studio
Public service facility	Print shop including printing and publishing establishments
Processing and manufacture incidental to retail establishment	Radio/television station (recording and broadcasting)
Recording studio	Recreation center, commercial/indoor
Restaurants with carry out or indoor seating and outdoor seating including sale of alcoholic beverages	Skating rink
Small assembly or manufacturing uses, including a fabrication or machine shop with no noise, glare, heat, vibration, smoke, dust, and other noxious influence detectable at the property line.	Telephone service or switching center
Wholesale merchandising and storage warehouse with accessory retail sales	

According to the original master plan submitted and approved Area H and I were designated for General Commercial (C-3), the applicant is requesting to revise these uses to a C-4 or Planned Commercial district. The text provided by the applicant takes the permitted uses of the C-4 district and adds or modifies to propose the following:

AREA H & I

Photo studio	ATM and other financial services kiosks and walk up facilities
Cell towers	Hospitals (except east of Airways Blvd)
Conference centers	Cultural facilities including art galleries, auditoriums, libraries, and museums
Pre-schools (delete "see note 10 of zoning ord	Financial services, banks, savings and loans

Minutes, City of Southaven, Southaven, Mississippi

#28)		associations with or without drive up services
Flower or plant store		Furniture store
Deletion of "to a convenience store" in regards to gas pumps		Spa, salon, gymnasiums and other health facilities
Home improvement center with plant material available, including outside sales		Indoor gun and/or archery practice range
Instructional service providers and training centers		Pubs, microbreweries, including outdoor seating and the deletion of it requiring a conditional use permit
Live theaters, and indoor/outdoor entertainment and recreational venues which may include but not limited to music and comedy clubs, bowling, billiards, video games and other arcade type games		Multi-family residential units
Offices and other related service providers		Carnivals, fairs and trade shows (except east of Airways Blvd.)
Deletion of "see note 22 of zoning ordinance #28" in regard to processing and manufacturing incidental to retail establishment		Restaurants as carry out/indoor seating/outdoor seating including the sale of alcoholic beverages
Retail shops, other retail service providers including retail food stores and farmers markets		Deletion of "not employing more than ten (10) persons; can be detected; and (in Area I only) from small assembly or manufacturing uses, including a fabrication or machine shop with no noise, glare, heat, vibration, smoke, dust or other noxious influence
Used goods, indoor only		User associated with licensing and permitting or weapons
Deletion of "see note 23 of zoning ordinance #28) from wholesale merchandising and storage warehouse with accessory retail.		

In addition to the modified use charts above, the applicant is also requesting to reduce the standard parking stall dimensions from 10'x20' to the prior standard of 9'x18' for Areas B and H. This request further identifies the compliance with all ADA regulatory controls.

Finally, the applicant is requesting flexibility in sign control for Area B and H from the strict standards of the C-4 district. Signs shall be in conformance with the appropriate district regulations, *"with the exception of Areas B & H which shall be allowed to have one (1) main, signatory pylon sign with a maximum height of eighty (80) feet as measured from its base to top. Flexibility shall be granted to the Owner in terms of the number and size of signs to be allowed on site and on the buildings, subject to Design Review Commission approval."*

Staff Recommendation:

Staff has some concerns with some of the proposed additions/modifications to the uses permitted in Areas B, H & I. Staff is recommending to remove motel or motel lodge, multi-family residential units, small assembly or manufacturing uses, including a fabrication or machine shop with no noise, glare, heat, vibration, smoke, dust and other noxious influence detectable at the property line, and used goods (indoor only).

-Motels and motel lodges are separated out from hotels in city zoning and as such this

Minutes, City of Southaven, Southaven, Mississippi

amendment should do the same. It is staff's opinion that with a specialized corridor such as Church Road and plans of an upscale outlet mall in the pipeline, hotels would be a more suitable match for the surrounding areas.

-Staff has major concerns with multi-family residential being requested in the text. This type of use is not considered commercial in nature and is not allowed in any commercial zone of the city. Therefore, staff does not see allowing multi-family residential in these commercial zones as being an asset for the overall area.

-Staff is unclear as to the desire to have assembly and manufacturing/machine shop added to the area. Although it seems minor by definition compared to other light industrial uses, it is still an industrial type use which has no reason to be included in a commercial area. Staff has recommended keeping in the text the "processing and manufacture incidental to retail establishments since it correlates to the retail development of the area. -The city has strict guidelines regarding the sale of used goods, which allows these types of establishments in certain areas of the city with a conditional use permit and under the ½ mile radius rule. Staff recommends deletion of this use to aid in compliance of the newly adopted resolution for the overall city.

-Additionally, staff would like further clarification on the proposed- user associated with the licensing and permitting of weapons. There are some retail facilities such as Sportsman's Warehouse that have an area which sells guns, ammo, and other licensed weapons. Staff is agreeable to these types of establishments; however, establishments which serve only for weapon sales and ammunition create concerns for staff and would be recommended as a removed use from these areas as they are part of the Church Road special corridor.

Staff has no problems with the request for a decrease in the parking stall dimensions. At the time this PUD was originally adopted, the zoning ordinance stipulated 9'x18' which is what the applicant is requesting.

Additionally, the City's signage restrictions are very limiting to developments such as the outlet sight. Staff understands the need for visibility on I-55 as well as Church and Airways; therefore, staff has no problem approving flexibility for the sight. Staff would ask that the applicant revise the signage statements last sentence to say "Flexibility shall be granted to the Owner in terms of the number and size of signs to be allowed on site and on the buildings, subject to Planning Department and Mayor's Office administrative approval."

Pending these revisions can be complied with; staff recommends approval with the above stated comments.

**Planning Commission
Recommendation:**

**Motion made by:
Seconded by:**

Minutes, City of Southaven, Southaven, Mississippi

29. Movie theaters, live theatres, and indoor and outdoor entertainment and recreational venues which may include but not be limited to music and comedy clubs, bowling, billiards, video games, and other arcade type games
30. Multi-family residential units
31. Music or dancing academy
32. Nursery school
33. Offices and other related service providers
34. Outdoor amusement center, carnivals, fairs, and trade shows
35. Parking, automobile parking lot or garage
36. Pet Grooming without kennel or boarding
37. Photo finishing pick up station
38. Photographic processing or blueprinting
39. Photography studio
40. Post office or postal facility
41. Public service facility
42. Print shop including printing and publishing establishments
43. Processing and manufacture incidental to retail establishment
44. Radio/television station (recording and broadcasting)
45. Recording studio
46. Recreation facilities for employees
47. Recreational center, commercial/indoor
48. Repair and service shops for repair and servicing of bicycles, radio, television, electrical appliances, keys and similar articles
49. Restaurant with indoor seating, and ~~early-out~~ outdoor seating, including sale of alcoholic beverages
50. Restaurant with carry out, drive in and drive through, including sale of alcoholic beverages
51. Retail shops, other retail service providers, including retail food stores and farmers markets
52. Schools, public or private
53. Skating rink
54. Small assembly or manufacturing uses, including a fabrication or machine shop with no noise, glare, heat, vibration, smoke, dust, and other noxious influence detectable at the property line
55. Telephone service or switching center
56. Used Goods, indoors only
57. User associated with the licensing and permitting of weapons
58. Veterinary clinic without open kennels
59. Wholesale merchandising and storage warehouse with accessory retail sales

- C. Area C-36: Any use permitted in the RM-6 Multiple Family Residential District, and conditional uses permitted in the R-6 District shall be permitted.

Minutes, City of Southaven, Southaven, Mississippi

D. Area C-37: Any use permitted in RM-6 Multi-Family Residential District and conditional uses permitted in the R-6 District shall be permitted.

E. Areas E and F are O-Office and Commercial Districts and have the following uses:

1. Churches
2. Gas pumps as an accessory use to a convenience store
3. Photo finishing
4. Clinics and emergency medical facilities
5. Health clubs/gymnasium
6. Repair and service shops for servicing of bicycles, electrical, radio, television, small appliances, keys and similar articles no outside storage
7. Music recording studio
8. Music/dance academy
9. Office
10. Pet grooming shop without open kennel
11. Photo finishing pickup station
12. Photography studio
13. Print shop
14. Radio/TV studio (recording only)
15. Recreation facilities for employees
16. Restaurants with indoor seating and without drive-in or drive-through facilities
17. Retail shop, sale and service up to 20,000 square feet
18. Public service facility
19. Accessory dwelling unit
20. Day Care Centers (see note 35 of Zoning Ordinance #28)
21. Neighborhood park, playground, recreational and community facilities and buildings of a noncommercial nature (public)
22. Nursing home
23. Park/forest preserve
24. Post office or postal facility
25. Religious, philanthropic or educational institution
26. School, public or private
27. Veterinary clinic (see not 10 of Zoning Ordinance #28) no outside kennel
28. Art studio
29. Bakery, retail
30. Bank, financial services, savings and loan association
31. Beauty/barber shop
32. Book store
33. Convenience food store
34. Doctor's office
35. Drug store or pharmacy
36. Florist
37. Grocery store

Minutes, City of Southaven, Southaven, Mississippi

- 38. Emergency medical facility (C)
- 39. Gymnasium or sports complex (C)
- 40. Health club, health space, reducing salon and similar uses (C)
- 41. Laboratories (C)
- 42. Motor Vehicle services and minor repair, no outdoor storage of vehicles or supplies (C), such as Express Lube or auto lube
- 43. Car wash as an accessory to convenience store (C)
- 44. Hospital (C)
- 45. Restaurants, carry-out, drive-in, or with drive thru facilities (C)

* C is conditional

F. Areas H and I – Commercial District and have the following additional uses:

- 1. Accessory dwelling unit
- 2. Agricultural services
- 3. Amusement, commercial indoor
- 4. Art or photo studio
- 5. ATM and other financial service kiosks and walk-up facilities
- 6. Auditorium/lecture hall
- 7. Bakery, retail
- 8. Bank, financial service, savings and loan association
- 9. Beauty/barber shop
- 10. Book store
- 11. Bowling alley
- 12. Carwash as an accessory to convenience store
- 13. Cell Towers
- 14. Churches
- 15. Clinics, emergency medical facilities and hospitals (except east of Airways Boulevard)
- 16. Club or lodge, private
- 17. Conference centers
- 18. Convenience feed store
- 19. Country club (C)
- 20. Cultural facilities including art galleries, auditoriums, libraries, and museums
- 21. Day care centers or pre-schools (see note 10 of Zoning Ordinance #28)
- 22. Department or discount store
- 23. Doctor's or dentist offices
- 24. Drug store or pharmacy
- 25. Dry cleaning/laundry establishment, pick-up/delivery only
- 26. Emergency medical facility (C)
- 27. Farm or feed store
- 28. Financial services, banks, savings, and loan associations with or without drive up services
- 29. Florist, flower or plant store

Minutes, City of Southaven, Southaven, Mississippi

30. Furniture store
31. Gas pumps as an accessory use to a convenience store
32. Greenhouse/nursery
33. Grocery store
34. Health club, spa, salon, gymnasiums and other health facilities ~~spaces~~
~~reducing-salon-and-similar-uses~~
35. Home improvement center with plant material available, including outside sales
36. Hospitals (except east of Airways Boulevard)
37. Hotel, motel, motor lodge
38. Indoor gun and/or archery practice range
39. Instructional service providers and training centers
40. Laboratories (C)
41. Lawn, tree or garden service
42. Lounges, bars, taverns, liquor stores, pubs, microbreweries and similar establishments, including outdoor seating (excluding adult entertainment) (C)
43. Miniature golf course
44. Mortuary/funeral home
45. Movie theaters, except drive-in theaters, live theatres, and indoor and outdoor entertainment and recreational venues which may include but not limited to music and comedy clubs, bowling, billiards, video games and other arcade type games
46. Multi-family residential units
47. Music recording studio
48. Music/dance academy
49. Neighborhood park, playground, recreational and community facilities and buildings of a noncommercial nature (public)
50. Nursery home
51. Nursery school
52. Offices and other related service providers
53. Outdoor amusement center, carnivals, fairs and trade shows (except east of Airways Boulevard)
54. Park/forest preserve
55. Parking, automobile parking lot or garage
56. Pet grooming shop without open kennel or boarding
57. Photo finishing
58. Photo finishing pick up station
59. Photographic processing or blueprinting
60. Photography studio
61. Post office or postal facility
62. Print shop
63. Printing and publishing establishments
64. Processing and manufacture incidental to retail establishments (see note 22 of Zoning Ordinance #28)
65. Public service facility

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- 66. Radio/TV station (recording and broadcasting)
- 67. Recreation facilities for employees
- 68. Recreational center, commercial/indoor
- 69. Recreational uses, commercial/outdoor (C)
- 70. Religious, philanthropic and educational institution
- 71. Repair/service shop for bicycles, radio/TV, small electrical appliances, keys and similar articles, no outside storage
- 72. Restaurants with indoor and outdoor seating, and drive-in or drive-through facilities, including sale of alcoholic beverages
- 73. Restaurants with carry-out, with drive-in and/or drive thru facilities, including the sale of alcoholic beverages
- 74. Retail Shop, other retail service providers, sales and services, including retail food stores and farmers markets
- 75. School, public or private
- 76. Shooting gallery, indoor (C)
- 77. Skating rink
- 78. Small assembly or manufacturing uses, including a fabrication or machine shop ~~not employing more than ten (10) persons and from with no noise, glare, heat, vibration, smoke, dust or other noxious influence can be detected detectable at the property line (in Area I only)~~
- 79. Telephone service or switching center
- 80. Theatre, indoor
- 81. Used goods, indoor only
- 82. User associated with the licensing and permitting of weapons
- 83. Veterinary clinic, no outside kennels
- 84. Wholesales merchandising and storage warehouse with accessory retail sales ~~(see not 23 or Zoning Ordinance #28)~~

*C is conditional

- G. Area J – Any use permitted in the M-1 Light Industrial District

II. Bulk Regulations

- A. Area A (Lot 40) – Maximum of eight (8) dwelling units per acre
- B. Area A – Minimum lot size of 4,900 square feet
- C. Area A – Minimum front yard setback of 20 feet
- D. Area B – in accordance with the Planned Park Regulations
- E. Area C-37 – Maximum of fifteen (15) dwelling units per acre. C-36: Maximum of fifteen (15) units per acre.
- F. Area D – Maximum of fifteen (15) dwelling units per acre

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- G. Areas B & H – Standard parking stall dimensions of nine foot (9') width by eighteen foot (18') depth shall be allowed. ADA accessible parking stalls shall conform to the minimum standards per ADA guidelines.

III. Landscaping and Screening

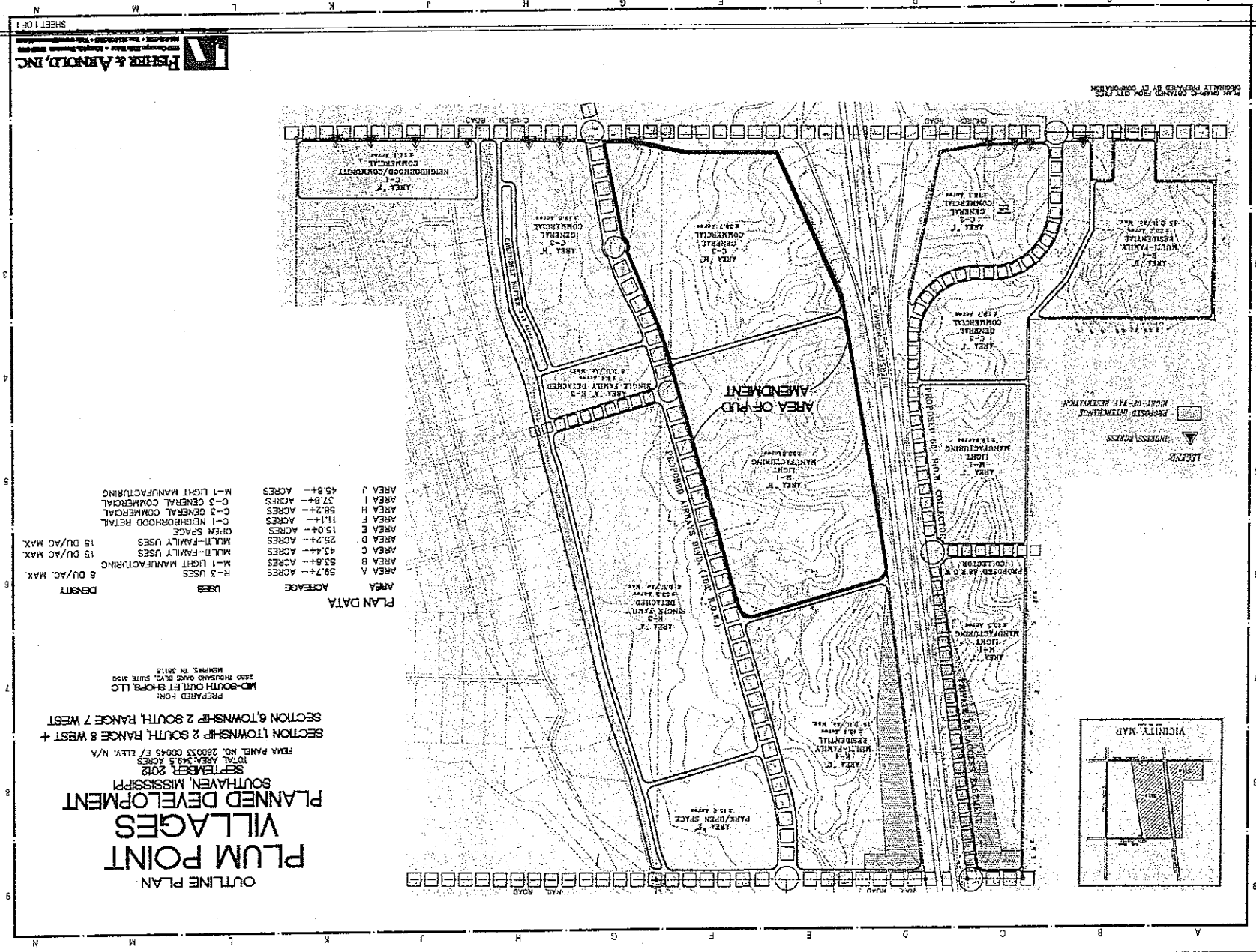
- A. Area H – A minimum 100 foot wide greenbelt shall be provided between the C-3 Commercial area and the centerline of the stream along the eastern property line where commercial is adjacent to residential zoning or development.
- B. Church Road shall be dedicated 53 feet from centerline with improvements west of I-55 provided by DeSoto County and partial improvements east of I-55 provided by DeSoto County with remaining improvements provided in accordance with the Subdivision Regulation.
- C. Nail Road shall be dedicated 53 feet from centerline and improved in accordance with the Subdivision Regulations.
- D. Plum Point Boulevard shall be dedicated 34 feet from centerline and improved in accordance with the Subdivision Regulations.
- E. Internal collector streets on west side of Interstate 55 shall be dedicated 34 feet from centerline and improved in accordance with the Subdivision Regulations and the location of which shall be in general accordance with the Master Development Plan.
- F. A maximum of four (4) private curb cuts shall be provided to Church Road for Area I.
- G. A maximum of four (4) private curb cuts shall be provided to Church Road for Area F.
- H. A maximum of three (3) private curb cuts shall be provided to Church road for Area H.
- I. Alleys shall be permitted in Area B.

- IV. Signage – Signs shall be in conformance with the appropriate district regulations, with the exception of Areas B & H which shall be allowed to have one (1) main, signatory pylon sign with a maximum height of eighty feet (80') as measured from its base to top. Flexibility shall be granted to the Owner in terms of the number and size of signs to be allowed on site and on the buildings, subject to Design Review Commission approval.

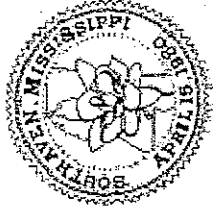
Minutes, City of Southaven, Southaven, Mississippi

- V. Development shall be in general accordance with the Master Development Plan. Modifications to bulk, access or circulation, landscaping, signage and other design considerations may be approved by the Planning Commission.
- VI. Application for amendments (other than modifications permitted in Condition VI Above) to the Planned Unit Development (PUD) may be made by the developer without the consent of other property owners within the PUD. However, all property owners within the required notification of the proposed changes shall be notified in accordance with normal rezoning procedures.

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City Of Southaven Office of Planning and Development Subdivision Staff Report

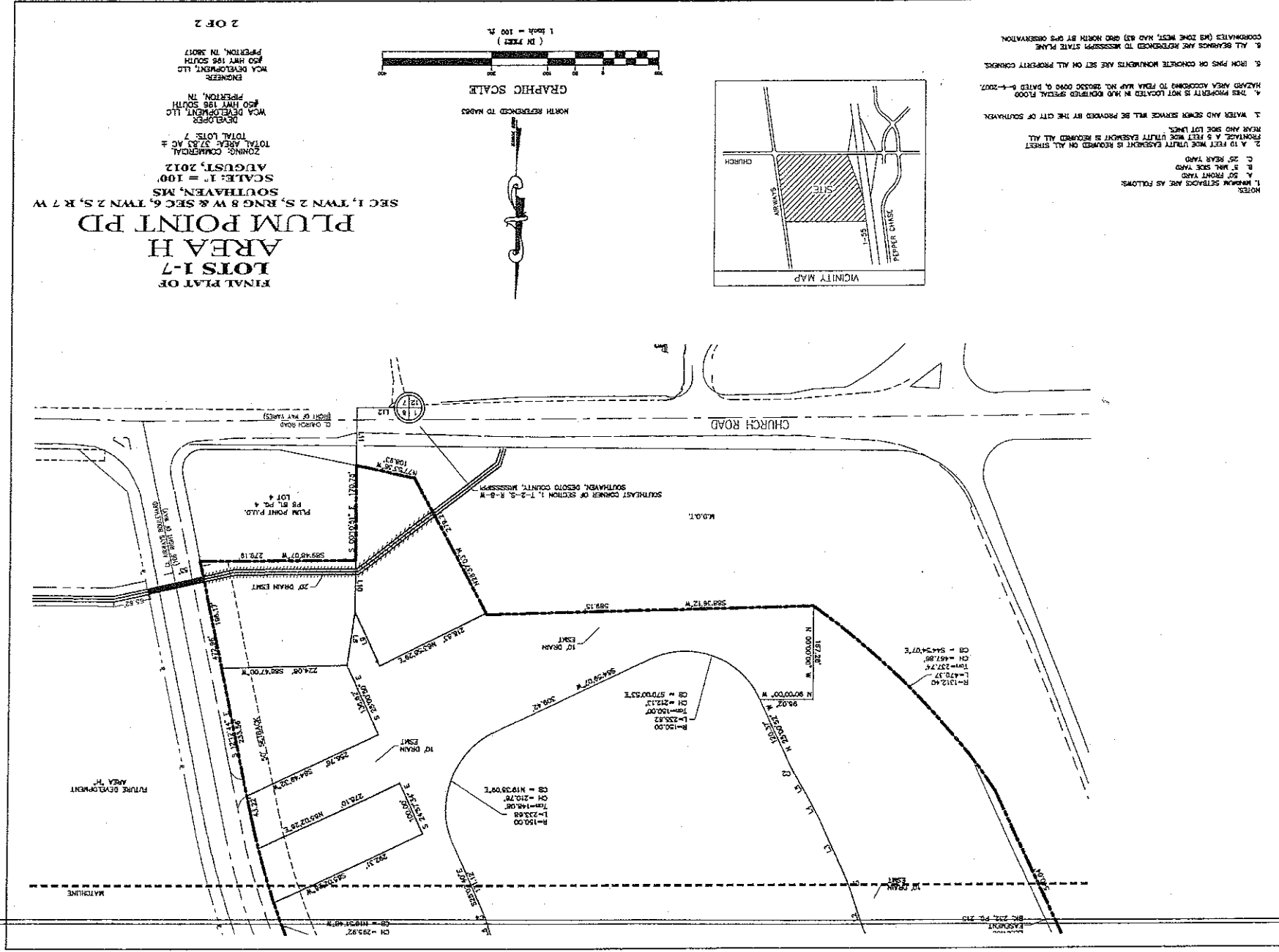
City of Southaven City Hall
Executive Board Room
8710 Northwest Drive

Date of Hearing:	September 24, 2012
Public Hearing Body:	Planning Commission
Applicant:	WCA Development LLC #50 Hwy. 196 S Piperton, TN 38017 901-854-7849
Total Acreage:	37.83 acres
Existing Zone:	Planned Unit Development (Plum Point)
Location of Subdivision application:	North side of Church Road, between I-55 and Airways Blvd.
Comprehensive Plan Designation:	Commercial
Staff Comments:	The applicant is requesting subdivision approval for a seven lot subdivision on the north side of Church Road, between I-55 and Airways Blvd. in the Desoto Point PUD. The lots range in size from 0.5 acres to 19+ acres. Lot 1 and 2 encompass the majority of the acreage on the interior of the site with the remaining five lots being utilized as outparcels for the overall development. All but one of the out parcels are located on Airways Blvd. All bulk regulated easements are shown on the plat. There is a twenty (20) foot drainage

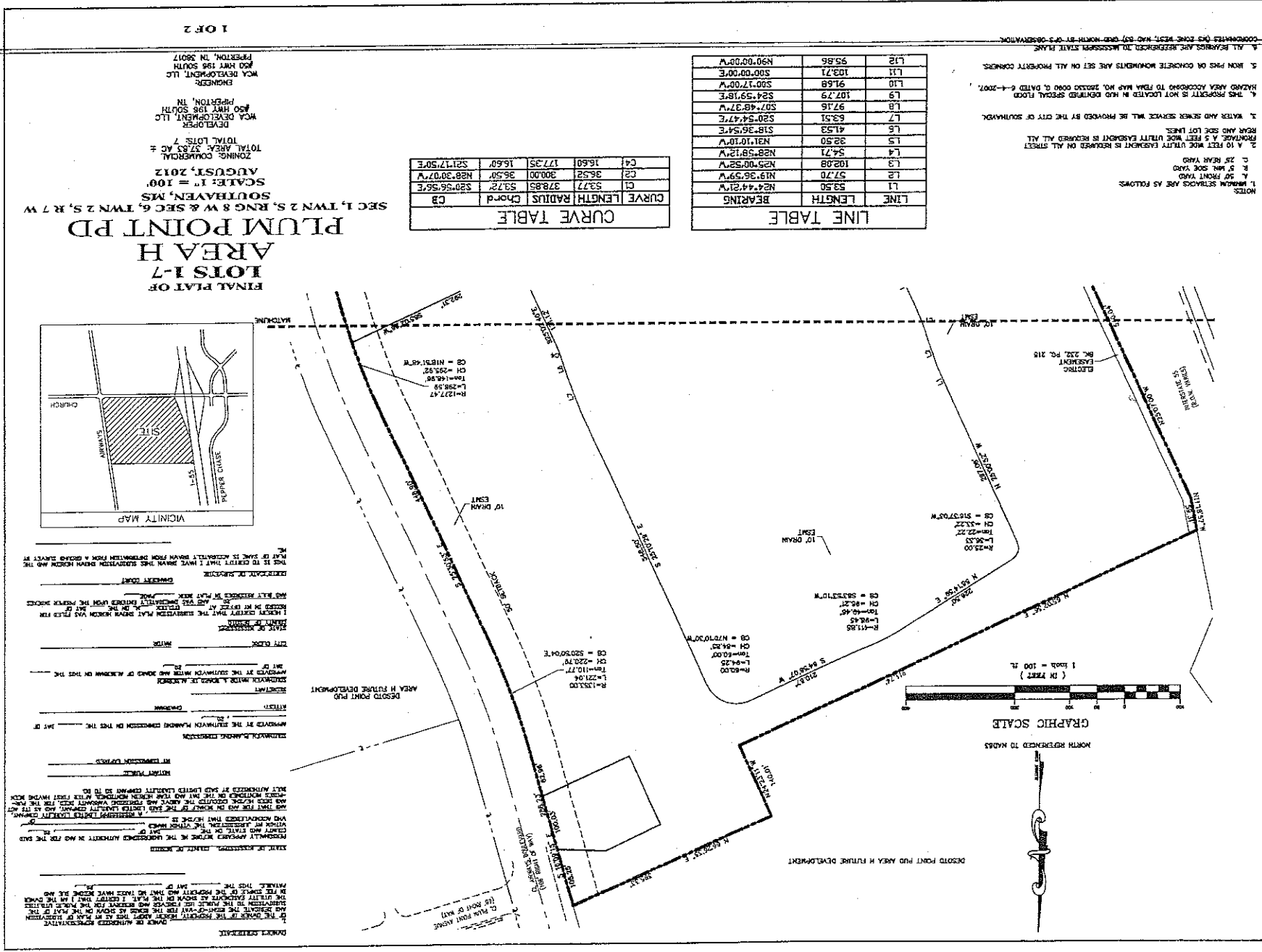
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easements along lots 6 and 7, which is where the drainage has been relocated. There are also a ten (10) foot drainage easement on lots 1 and 2 that connects to the larger drainage line. Additionally there is another ten (10) foot drainage easement on lot 2 between lots 4 and 5 along Airways Blvd. No ingress/egresses are shown on this plat. All the property abutting Church Road, which was once a platted section of this area- Area H Plum Point PUD, has been purchased by MDOT for future expansion to the interchange. That particular platted area was vacated prior to this application. That being said, there are no outparcels or access points to this section from Church Road and all maintenance to this area is the responsibility of MDOT.	
Staff Recommendations: The applicant has provided all the necessary information regarding setbacks and easements for recording the plat. Planned Commercial districts require a one (1) acre lots for commercial areas; however, this plat is identified in a PUD district with "commercial" uses. There are no common open spaces involved with this plat so general notes regarding maintenance areas are not an issue. With all of that in mind, staff recommends approval.	
Planning Commission Recommendation:	Motion made by: Seconded by:

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Minutes, City of Southaven, Mississippi



Minutes, City of Southaven, Southaven, Mississippi



City of Southaven *Top Of Mississippi*

Information Technology Department

To: Mayor Greg Davis,
Board of Aldermen
From: Chris Shelton, IT Director
October 2, 2012
Re: **Magnolia Wave Internet Service**

Mayor and Board,

In 2003, the City of Southaven recognized that there was a need for more options for citizens and city departments for internet service providers. To meet this need the city then implemented the Magnolia Wave Wireless Internet Service and utilized the Information Technology Department to support and maintain this service. This service was well received and utilized by our community and city departments.

Since the implementation of Magnolia Wave, advances in technology now require greater bandwidth than previously imagined for tasks such as streaming media and gaming. The availability of high speed internet service providers has increased abundantly in Southaven. Citizens can now choose from high speed wireless though several cellular providers, satellite internet and high speed wired service.

The technology used in the Magnolia Wave subscriber service equipment is unable to provide the high speed bandwidth required for today's web and many units have reached the end of useful service life. I respectfully request your approval to terminate the ISP (Internet Service Provider) portion of Magnolia Wave and allow an exit strategy to be invoked for this service that will include removal of all subscriber equipment across the city. Citizens will be notified of this process at least 90 days prior to removal of this equipment. The back bone portion of this project will remain in place on our water towers for continued utilization by our SCADA infrastructure and other city services as determined by the IT Department.

Respectfully,

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

Chris Shelton

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City of Southaven, Mississippi Fund Balance Policy in Accordance with GASB Statement No. 54

Purpose.

The following policy has been adopted by the Southaven Board of Aldermen in order to address the implications of Governmental Accounting Standards Board ("GASB") Statement No. 54, Fund Balance Reporting and Governmental Fund Definitions. The policy is created in consideration of unanticipated events that could adversely affect the financial condition of the City of Southaven and jeopardize the continuation of necessary public services. This policy will ensure that the City of Southaven maintains adequate fund balances and reserves in order to:

- a. Provide sufficient cash flow for daily financial needs,
- b. Secure and maintain investment grade bond ratings,
- c. Offset significant economic downturns or revenue shortfalls, and
- d. Provide funds for unforeseen expenditures related to emergencies.

This policy and the procedures promulgated under it supersede all previous regulations regarding the City of Southaven's fund balance and reserve policies.

Definitions

Fund Type Definitions. The following definitions will be used in reporting activity in governmental funds across the City of Southaven. The City may or may not report all fund types in any given reporting period based on actual circumstances and activity.

General Fund. – The General Fund is used to account for all financial resources not accounted for in other funds. Most of the City's basic services are accounted for in the general fund.

Proprietary funds – Proprietary funds are used to account for operating revenues and expenditures resulting from providing services. The City has one type of proprietary fund, Enterprise Funds. The City uses enterprise funds to account for its water and sewer and sanitation services and operations.

Debt Service Funds – Debt Service Funds are used to account for all financial resources restricted, committed or assigned to expenditure for principal and interest.

Capital Projects Fund – Capital project funds are used to account for all financial resources restricted, committed or assigned to expenditure for the acquisition or construction of capital assets.

Special Revenue Fund – Special Revenue funds are used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditure for specified purposes other than debt service or capital projects. The term "proceeds of specific revenue sources"

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establishes that one or more specific restricted or committed revenues should be the foundation for a special revenue fund.

Fund Balance. Net assets, or the difference between assets and liabilities in a governmental fund, is considered Fund Balance.

The Governmental Accounting Standards Board ("GASB"), who establishes financial reporting rules for governments, separates fund balance into five classifications that comprise a hierarchy based on primarily on the restrictions placed on the funds.

1. *Non-spendable* – Non-spendable fund balance consists of funds that cannot be spent due to their form (e.g. inventories and prepaid expenses).
2. *Restricted* – Restricted fund balance consists of funds that are mandated for a specific purpose by external parties, constitutional provisions or enabling legislation (e.g. penny for the parks)
3. *Committed* - Committed fund balance consists of funds that are set aside for a specific purpose by the City's highest level of decision making. Formal action must be taken by the end of the fiscal year to commit fund balances. The same formal action must be taken to remove or change the limitations placed on the funds.
4. *Assigned* – Assigned fund balance consists of funds that are set aside with the intent to be used for a specific purpose by the City's highest level of decision making authority or body or official that has been given the authority to assign funds. Assigned funds cannot cause a deficit in unassigned fund balance.
5. *Unassigned* – Unassigned fund balance consists of excess funds that have not been classified in the previous four categories. All funds in this category are considered spendable resources. This category also provides the resources necessary to meet unexpected expenditures and revenue shortfalls.

Policy

See definition above for Non-spendable and Restricted Fund Balances. Due to the nature of restrictions, the definitions are sufficient in determining the balances in these funds.

Committed Fund Balance

The Board of Aldermen, as the City's highest level of decision making authority, may commit fund balance for specific purposes pursuant to constraints imposed by formal actions taken, such as a majority vote or resolution. These commitments cannot be used for any other purpose unless the Board of Aldermen removes or changes the specific use through the same type of formal action taken to establish the commitment.

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Assigned Fund Balance

Amounts that are constrained by the City's intent to be used for specific purposes but are neither restricted nor committed should be reported as assigned fund balance. This policy hereby delegates the authority to assign amounts to be used for specific purposes to the Chief Administrative Officer for the purpose of reporting these amounts in the annual financial statements. If there is a negative unassigned fund balance there should be no assigned fund balance designation.

Unassigned Fund Balance

Residual net resources, or the balance after restricted, committed and assigned are classified as unassigned fund balance. It is the goal of the City to achieve and maintain an unassigned General Fund balance of a minimum of 12% of General Fund expenditures. This minimum fund balance is to protect against cash flow shortfalls related to timing of projected revenue receipts and to maintain a budget stabilization commitment.

When the fund balance falls below the minimum percent range, the City of Southaven will replenish shortages/deficiencies in a period not to exceed five years by reducing expenditures and/or increasing revenues.

Should the fund balance of the General fund ever exceed the 12% range, the City will consider such fund balance surpluses for one time expenditures that are nonrecurring in nature which will not require additional future expense outlays for maintenance, additional staffing for other recurring expenditures.

Compliance with the provisions of this policy shall be reviewed annually by the Board of Aldermen.

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§ 7-6

SOUTHAVEN CODE

Mr. Ed Portis
Citizens Agenda

(b) *Pathogenic and radioactive waste.* All pathogenic and radioactive waste shall be disposed of by the hospital or institution generating such waste under such conditions as set forth by federal, state and local regulations.

(c) *Salvageable materials for reclamation.* Persons engaged in collecting or purchasing for resale paper, cardboard, rags and scrap metals for reclamation purposes shall be exempted from the provisions of this title except insofar as regulations of the health department and the sanitation department apply to maintaining standards of health and cleanliness, preventing nuisances, preventing interference with refuse containers and preventing littering.

(Ord. No. 59, § 6, 11-21-89)

Sec. 7-7. Containers required; specifications.

(a) *Duty to provide.* It shall be the duty of every person in possession, charge or control of any premises where garbage is created or accumulated and in the case of multiple dwellings or multiple occupancy, the owner of the premises, at all times to keep or cause to be kept a sufficient number of containers for the deposit of garbage generated on the premises. It shall be required that garbage placed in such containers be bagged for both convenience and the safety of the general public and city personnel. It shall be incumbent upon every person in possession, charge or control of any premises to which a city-owned cart has been issued to insure the security of such cart from the perils of theft and damage at times other than when the cart is curbside between 6:30 a.m. and 6:30 p.m. on scheduled collection day, or at times otherwise established by the director. The cost of damage or loss occurring to a cart as the result of a failure to adequately secure it shall be borne by the person in possession, charge or control of the premises, who shall also be responsible for reporting any damage or loss of such cart to the sanitation office as soon as the damage or loss is realized. The cost of damage to the cart caused by fire, hot ashes and/or chemicals shall be borne by the person in possession, charge or control of the premises, without regard to the time or location of the cart when such damage occurs.

Supp. No. 15

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(b) *Container requirements.* Lids or covers of such containers shall be tightly closed at all times other than when refuse is being deposited therein or removed therefrom. Containers used for the deposit of refuse for collection by the city shall be in good condition so that collection thereof shall not injure the person collecting the contents. Containers having ragged or sharp edges or other defects must be promptly repaired or replaced.

(c) *Fifty-five-gallon drums prohibited.* Fifty-five-gallon drums are prohibited from use as containers for garbage or other refuse. It shall be the duty of both the person in possession, charge or control of any premises as well as the owner of the premises to comply with the provisions of this section regarding the cleanliness of the premises and keeping containers properly closed.

(Ord. No. 59, § 7, 11-21-89; Amd. of 4-20-04(3), § 1) *Southaven will not pay the fines for violation of this requirement shall result in a warning the resident. Any further violations shall result in a \$80 fine to be added to the monthly City of Southaven water and sewer bill. Failure to pay the fines shall result in suspension of these city services.*

Sec. 7-8. Location of containers.

(a) Carts shall be placed immediately adjacent to the curb; if there is no curb, the cart shall be placed adjacent to a paved roadway, but not placed in the street.

(b) Where front yards are fenced, cart must be placed outside area that is fenced, but not in street. Sanitation personnel will not enter fenced area for collection of refuse.

(c) The director may grant waivers of this section in hardship cases.

(d) City collectors shall not enter any structure for the collection of refuse nor shall they accept any gratuities from persons served.

(e) Refuse shall not be stored in close proximity to other personal effects which are not desired to be collected, but shall be reasonably separated in order that the collectors can clearly distinguish between what is to be collected and what is not. (Ord. No. 59, § 8, 11-21-89)

Sec. 7-9. Landfills, other places of disposal.

(a) The city may establish public landfills or other places of disposal as may be necessary, and no person shall use any landfill or other place of disposal except with the prior written approval of

No garbage shall be placed curbside unless in a closed container.

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Personnel Docket 10/02/2012

Payroll Additions	Position	Department	Effective Date	Rate of Pay
Daniel Kelly	Clerk	City Clerk - 155	10/8/2012	\$10.00
Payroll Deletions	Position	Department	Termination Date	Rate of Pay
James Stallcup	Laborer	Parks -411	9/30/2012 - resigned	\$10.25
Promotions	Position Promoted To	Department	Effective Date	Rate of Pay
Arbon Crudup	Full Time Laborer	Parks - 411	10/8/2012	\$11.00
Gary Greg	Full Time Laborer	Parks - 411	10/8/2012	\$11.00
Stacy Barnett	Full Time Code Enforcement Officer	MCE - 511	10/8/2012	\$10.00
Suspensions	Department	Length	Effective Date	
Fred Sims	Police - 211	1 day	10/5/2012	

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NATIONAL LEAGUE of CITIES

2012 Officers

President
Ted Ellis
Mayor
Bluffton, Indiana

First Vice President
Marie Lopez Rogers
Mayor
Avondale, Arizona

Second Vice President
Chris Coleman
Mayor
Saint Paul, Minnesota

Immediate Past President
James E. Mitchell, Jr.
Council Member
Charlotte, North Carolina

Executive Director
Donald J. Borut

August 30, 2012

Sheila Heath
City Clerk
City of Southaven
8710 Northwest Dr
Southaven, MS 38671-2410

Dear City Clerk Heath:

The National League of Cities (NLC) Annual Business Meeting will be held on Saturday, December 1, 2012, at the conclusion of the Congress of Cities and Exposition in Boston, Massachusetts. As a direct member city, your city is entitled to vote at this meeting. Based on population as of the 2010 Census, each member city casts between one and twenty votes. The number of votes for each population range can be found below.

POPULATION	VOTES	POPULATION	VOTES
Under 50,000	1 vote	500,000 – 599,999	12 votes
50,000 – 99,999	2 votes	600,000 – 699,999	14 votes
100,000 – 199,999	4 votes	700,000 – 799,999	16 votes
200,000 – 299,999	6 votes	800,000 – 899,999	18 votes
300,000 – 399,999	8 votes	900,000 and above	20 votes
400,000 – 499,999	10 votes		

To be eligible to cast a city's vote, a voting delegate and alternate must be officially designated by the city using the enclosed credentials form. This form will be forwarded to NLC's Credentials Committee. NLC bylaws expressly prohibit voting by proxy. City elected officials should be made aware of this request so that decisions can be made as to who will be the voting delegate and alternate(s).

At the Congress of Cities, the voting delegate must pick up and sign for the city's voting card at the Credentials Booth before the Annual Business Meeting and must be present at the Annual Business Meeting to cast the city's vote. The Credentials Booth will be open during scheduled times throughout the Congress of Cities and Exposition.

Please return the completed form to NLC by fax (202-626-3109) before October 31, 2012, and keep the original for your files. If you have any questions, please contact Mae Davis, Member Relations Representative at mdavis@nlc.org or 202-626-3150; or contact Gail Remy, Director of Member Relations at remy@nlc.org, or 202-626-3026.

Thank you,



Donald J. Borut
Executive Director

Minutes, City of Southaven, Southaven, Mississippi



CREDENTIALS FORM
NATIONAL LEAGUE OF CITIES · 2012 CONGRESS OF CITIES AND EXPOSITION · BOSTON, MASSACHUSETTS

At the Annual Business Meeting on Saturday, December 1, 2012, from 2:30 p.m. to 4:30 p.m., each direct member city of the National League of Cities (NLC) is entitled to cast from one to 20 votes based upon the city's population per the 2010 census, through its designated voting delegate. Please indicate below your city and state, your voting delegate and alternate(s), and sign and date the form. The form should be faxed to NLC at 202-626-3109, by the October 30, 2012, deadline.

The official voting delegate and alternate(s) for the city/town/village of:

Southaven, MS (1)

VOTING DELEGATE:

1. NAME: Ricky Jones

TITLE: Alderman

ALTERNATE VOTING DELEGATE(S):

2. NAME: Ronnie Wade

TITLE: Alderman

3. NAME:

TITLE:

Signature (city representative):

[Handwritten Signature]

PLEASE SIGN AND FAX THIS FORM TO NLC BY OCTOBER 30, 2012
ATTENTION: MAE DAVIS, MEMBER RELATIONS REPRESENTATIVE
FAX: 202-626-3109

Date:

10/4/12

Title: Mayor

FOR OFFICE USE ONLY
(DO NOT WRITE IN THIS SPACE)

Voting card issued to:

(signature)

Votes: (1)

1 2 3