

Minutes, City of Southaven, Southaven, Mississippi



MEETING OF THE MAYOR AND BOARD OF ALDERMEN
SOUTHAVEN, MISSISSIPPI
CITY HALL
December 17, 2013
6:00 p.m.
AGENDA

1. Call To Order
2. Invocation
3. Pledge Of Allegiance
4. Approval Of Minutes: December 3, 2013
5. MS Emergency Management Agency Hazard Mitigation Grant Program
6. Green Machine Leases for Amphitheater and Box Office
7. Hurricane Creek Phase 2(B) Bid Resolution
8. Hurricane Creek Sewer Project Pressure and Gravity Sewer - Phase 2(A) - Bid Results Recommendation
9. Freeport Warehouse Tax Exemptions Resolutions
10. MDOT/City of Southaven Agreement for Hwy. 51/Stateline Road
11. 2014 Washington Congressional Briefing
12. Planning Agenda: Item #1 Application by New Heart Fellowship Church for subdivision/condominium approval on the north side of Stateline Road, west of Airways Blvd.
13. Mayor's Report
14. Citizen's Agenda
15. Personnel Docket
16. Committee Reports

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MINUTES OF THE REGULAR MEETING OF DECEMBER 17, 2013 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 17th day of December, 2013 at six o'clock (6:00) p.m. at City Hall.

Present were:

William Brooks	Alderman At Large
Kristian Kelly	Alderman, Ward 1
Shirley Beshears	Alderman, Ward 2
George Payne	Alderman, Ward 3
Joel Gallagher	Alderman, Ward 4
Scott Ferguson	Alderman, Ward 5
Raymond Flores	Alderman, Ward 6

Also present were Mayor Musselwhite, Sheila Heath, City Clerk and Nick Manley, City Attorney. Approximately twenty five (25) other people were present.

Mayor Musselwhite called the meeting to order. Alderman Gallagher led in prayer, followed by the Pledge of Allegiance led by Alderman Ferguson. Next, a motion was made by Alderman Payne to approve the minutes of the regular meeting of December 3, 2013 with any corrections, deletions, or additions necessary. There being none the motion was seconded by Alderman Gallagher. Motion was put to vote and passed unanimously.

**MS EMERGENCY MANAGEMENT AGENCY HAZARD MITIGATION
GRANT PROGRAM**

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Alderman Kelly	YES
Alderman Beshears	YES
Alderman Payne	YES
Alderman Gallagher	YES
Alderman Ferguson	YES
Alderman Flores	YES

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried on this the 17th day of December, 2013.

A copy of the agreement is attached to these minutes.

GREEN MACHINE LEASES FOR AMPHITHEATER AND BOX OFFICE

Alderman Brooks made the motion to accept and approve the First Amendment to the lease of the box office and allow Mayor Musselwhite to sign said amendment. Motion was seconded by Alderman Flores. Motion was put to vote and passed unanimously.

FIRST AMENDMENT TO LEASE AGREEMENT BETWEEN GREEN MACHINE ENTERPRISES, INC. AND CITY OF SOUTHAVEN FOR THE TICKET BOX OFFICE AT 6275 SNOWDEN LANE

This Lease Amendment is made and entered into this 17th day of December, 2013, by and between The City of Southaven, "Lessor" and Green Machine Enterprises, Inc. "Lessee."

WITNESSETH:

WHEREAS, Lessor and Lessee entered into Lease for the Snowden Grove

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WITNESS OUR SIGNATURES, on this, the 17th day of December, 2013.

LESSOR:

CITY OF SOUTHAVEN, MISSISSIPPI

BY: _____
DARREN MUSSELWHITE
MAYOR

LESSEE:

GREEN MACHINE ENTERPRISES, INC.

BY: _____
JIM GREEN
OWNER

FIRST AMENDMENT TO ENTERTAINMENT AGREEMENT

BETWEEN GREEN MACHINE ENTERPRISES, INC. AND CITY

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WHEREAS, the Agreement may be renewed for a period of one (1) year for up to four (4) years; and

WHEREAS, pursuant to the Agreement, the parties have an annual review period from December 1 through December 31 of each contractual year for the parties to make modifications to the Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Pursuant to Section Five (5) of the Agreement, Southaven and Green Machine desire to extend this Agreement for a period of one (1) year commencing on January 1, 2014 and ending on December 31, 2014.
2. Pursuant to Section Six (6) of the Agreement, Southaven and Green Machine have conducted the review period and agree to the following modifications:
 - a. The opening paragraph of the Agreement shall be amended to denote that all references to Green Machine Enterprises, Inc. in the Agreement are to include "Green Machine" and "Promoter" or "promoter."
 - b. Section 4(B). Rental Charges shall be amended to state: Southaven hereby agrees that Green Machine shall pay a flat rental fee of Seventy Five Thousand Dollars & 00/100 (\$75,000.000) in twelve (12) monthly installments of Six Thousand Two Hundred Fifty Dollars & 00/100 (\$6,250.00) to Southaven for use of the Amphitheater. Each monthly installment shall be due to Southaven by the tenth (10th) day of each month. Green Machine shall also pay Southaven in the amount of One Dollar & 00/100 (\$1.00) per ticket sold for each concert held at the Amphitheater or Amphitheater Plaza. However, Green Machine shall not compensate Southaven in the amount of \$1.00 per ticket for any free concerts or free events at the Amphitheater or Amphitheater Plaza. All payments to Southaven from Green Machine resulting from the portion of ticket sales shall be paid to Southaven after an

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- d. Section 8(L). Fire Prevention – No Aisle Obstructions shall be amended by adding the following language: Green Machine will assist Southaven in formulating a Capacity Monitoring Program for the Amphitheater. The remaining language in 8(L) shall stay the same.
3. Except as modified herein and provided above, the Agreement is and remains in full force and effect, and Green Machine and Southaven hereby ratify and affirm the same.

WITNESS OUR SIGNATURES, on this, the 17th day of December, 2013.

CITY OF SOUTHAVEN, MISSISSIPPI

BY: _____
DARREN MUSSELWHITE
MAYOR

GREEN MACHINE ENTERPRISES, INC.

BY: _____
JIM GREEN
OWNER

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responsive to the Advertisement for the Project to determine which bid is the lowest and best; and

WHEREAS, the City specifications and advertisement allowed for the City to reject all bids; and

WHEREAS, pursuant to Mississippi Code 31-7-13(d)(iv), the bids received by all responders exceeded the amount budgeted by the City for the Project by ten percent (10%); thus, not allowing the City to negotiate with any bidders; and

WHEREAS, pursuant to Mississippi Code 31-7-13 and the cost for the project, the City must bid this Project;

NOW THEREFORE, be it resolved as follows:

1. Pursuant to the bid specifications whereby the City advertised that it had the authority to reject all bids, the City hereby rejects all bids as all bids received exceeded the statutory amount of ten percent (10%) of the funds allocated by the City for the Project. Mississippi Code 31-7-13(d)(iv).
2. The City hereby directs the Project to be re-bid and any and all modifications made so that the Project's cost will be within the amount of funds allocated.

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

Alderman William Brooks	YES
Alderman Kristian Kelly	YES
Alderman Shirley Beshears	YES
Alderman George Payne	YES

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Sheila Heath, CITY CLERK

Sean Hilsdon presented this item to the Board, A copy of the recommendation letter and bid tabulation sheet from Neel-Schaffer is attached to these minutes.

HURRICANE CREEK SEWER PROJECT PRESSURE AND GRAVITY SEWER – PHASE 2(A) – BID RESULTS RECOMMENDTION

Sean Hilsdon presented this item to the Board. Mr. Hilsdon explained that Argo Construction was the lowest and best bid from the thirteen bids received, in the amount of \$1,194,548.00. Mr. Hilsdon stated that the amount is approximately \$200,000.00 under the engineer's estimate. A motion was made by Alderman Payne to accept the bid recommendation FOR Argo Construction and authorize the Mayor to sign a contract with Argo. Motion was seconded by Alderman Flores.

This item was put to a roll call vote:

ALDERMAN	VOTED
Alderman Brooks	YES
Alderman Kelly	YES
Alderman Beshears	YES
Alderman Payne	YES
Alderman Gallagher	YES
Alderman Ferguson	YES
Alderman Flores	YES

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried on this the 17th day of December, 2013.

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Rostin Road, Southaven, Mississippi to the fullest extent permitted by statute on all personal property held in the applicant's finished good warehouse and transit through the State of Mississippi and which either is moving interstate commerce through or over the territory of the State of Mississippi or is consigned or transferred to Genie's finished goods warehouse for storage in transit to a final destination outside the State of Mississippi; and

WHEREAS, Genie is a foreign corporation organized under the laws of the State of Washington and is qualified to do business in the State of Mississippi since January 1, 2013; and

WHEREAS, Genie has Fifty Two (52) employees and an estimated annual payroll of Three Million, Ninety-One Thousand, One Hundred and Two Dollars (\$3,091,102.00) and benefit package which includes health, dental, vision and 401K, along with an average hourly wage of \$19.48 and estimated sales in the amount of \$500,000,000.00; and

WHEREAS, Genie has filed an Application in triplicate for exemption from free port tax warehouse ad valorem tax exemption pursuant to Section 27-31-53 of the Mississippi Code (1972), as amended; and

WHEREAS, Genie has produced written verification and documentation

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3. This Mayor and Board of Alderman of the City of Southaven, Mississippi acknowledge Genie's contribution to the economic development to Southaven and believe that it should exercise its discretionary authority to exempt from all free port tax warehouse to the full extent permitted by statute as authorized by Section 27-31-53, et seq. of the Mississippi Code (1972) as amended.
4. That the Clerk of this Board is hereby directed to spread a copy of this Resolution on the minutes of this Board; and that said Clerk shall forward the original and one (1) certified copy of the Application and a certified copy of the transcript of this Resolution approving said Application to the Mississippi Department of Revenue for its approval and certification; and said Clerk shall also forward one (1) certified copy to the Tax Assessor of DeSoto County, Mississippi.

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

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Darren Musselwhite, MAYOR

ATTEST:

Sheila Heath, CITY CLERK

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI, GRANTING FREE PORT WAREHOUSE AD VALOREM TAX EXEMPTION TO TEREX GLOBAL GmbH, INC. AS AUTHORIZED BY SECTION 27-31-53 ET SEQ., OF THE MISSISSIPPI CODE (1972), AS AMENDED

WHEREAS, Terex Global GmbH, Inc. ("Terex") seeks an exemption for free port warehouse ad valorem taxes at its warehouse operation located at 8800 Rostin Road, Southaven, Mississippi to the fullest extent permitted by statute on all personal property held in the applicant's finished good warehouse and transit through the State of Mississippi and which either is moving interstate commerce through or over the territory of the State of Mississippi or is consigned or transferred to Terex's finished goods warehouse for storage in transit to a final destination outside the State of Mississippi; and

WHEREAS, Terex is a foreign corporation organized under the laws of Schaffhausen, Switzerland and will be qualified to do business in the State of

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WHEREAS, Terex has produced written verification and documentation to this Board as to the authenticity and correctness of its Application in regard to the true value of the prayed for exemption; and

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

5. That Terex ships personal property to a final destination outside the State of Mississippi during the calendar year.
6. That Terex is qualified to make application for exemption.
7. This Mayor and Board of Alderman of the City of Southaven, Mississippi acknowledge Terex's contribution to the economic development to Southaven and believe that it should exercise its discretionary authority to exempt from all free port tax warehouse to the full extent permitted by statute as authorized by Section 27-31-53, et seq. of the Mississippi Code (1972) as amended.
8. That the Clerk of this Board is hereby directed to spread a copy of this Resolution on the minutes of this Board; and that said Clerk shall forward the original and one (1) certified copy of the Application and a certified copy of the transcript of this Resolution approving said

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Alderman William Brooks	YES
Alderman Kristian Kelly	YES
Alderman Shirley Beshears	YES
Alderman George Payne	YES
Alderman Joel Gallagher	YES
Alderman Scott Ferguson	YES
Alderman Raymond Flores	YES

RESOLVED AND DONE, this 17th day of December, 2013.

Darren Musselwhite, MAYOR

ATTEST:

Sheila Heath, CITY CLERK

**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE
CITY OF SOUTHAVEN, MISSISSIPPI, GRANTING FREE PORT
WAREHOUSE AD VALOREM TAX EXEMPTION TO TEREX USA, LLC
AS AUTHORIZED BY SECTION 27-31-53 ET SEQ., OF THE
MISSISSIPPI CODE (1972), AS AMENDED**

WHEREAS, Terex USA, LLC ("Terex") seeks an exemption for free port
warehouse ad valorem taxes at its warehouse operation located at 8800 Rostin
Road, Southaven, Mississippi to the fullest extent permitted by statute on all

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WHEREAS, Terex has Fifty Two (52) employees and an estimated annual payroll of Three Million, Ninety-One Thousand, One Hundred and Two Dollars (\$3,091,102.00) and benefit package which includes health, dental, vision and 401K, along with an average hourly wage of \$19.48 and estimated sales in the amount of \$500,000,000.00; and

WHEREAS, Terex has filed an Application in triplicate for exemption from free port tax warehouse ad valorem tax exemption pursuant to Section 27-31-53 of the Mississippi Code (1972), as amended; and

WHEREAS, Terex has produced written verification and documentation to this Board as to the authenticity and correctness of its Application in regard to the true value of the prayed for exemption; and

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

9. That Terex ships personal property to a final destination outside the State of Mississippi during the calendar year.

10. That Terex is qualified to make application for exemption.

11. This Mayor and Board of Alderman of the City of Southaven,

Mississippi acknowledge Terex's contribution to the economic

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Application to the Mississippi Department of Revenue for its approval and certification; and said Clerk shall also forward one (1) certified copy to the Tax Assessor of DeSoto County, Mississippi.

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

Alderman William Brooks	YES
Alderman Kristian Kelly	YES
Alderman Shirley Beshears	YES
Alderman George Payne	YES
Alderman Joel Gallagher	YES
Alderman Scott Ferguson	YES
Alderman Raymond Flores	YES

RESOLVED AND DONE, this 17th day of December, 2013.

ATTEST:

Darren Musselwhite, MAYOR

Sheila Heath, CITY CLERK

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Alderman Payne to approve the trip. Motion was seconded by Alderman Flores. Motion was put to vote and passed unanimously.

RESOLUTION TO CLEAN PRIVATE PROPERTY

None

PLANNING AGENDA

Planning Agenda presented by Mrs. Whitney Choat-Cook, Planning Director

ITEM #1 Application by New Heart Fellowship Church for Subdivision / Condominium approval on the north side of Stateline Road, west of Airways Boulevard.

Mrs. Whitney Choat – Cook stated that New Heart Fellowship purchased the old La Petite Building on Stateline Road, West of Airways and made an application to divide the building into three separate units. Mrs. Choat – Cook stated that each suite would be sold individually and in order to do this, the church would need to file a Condominium Association Plat. Mrs. Choat – Cook further stated that it does comply with zoning and ordinance regulations and recommended approval.

Motion was made by Alderman Kelly to accept the recommendation of the Planning Department. Motion was seconded by Alderman Brooks. Motion was put to a vote and passed unanimously.

A copy of the Planning Department Staff Report and Condominium Plat is attached to these minutes.

MAYOR'S REPORT

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A copy of the letter and quotation are attached to these minutes.

CITIZEN'S AGENDA

None

PERSONNEL DOCKET

Personnel

Docket

December
17, 2013

Payroll Additions	Position	Department	Start Date	Rate of Pay
Ravonda Griffin	Assistant Prosecutor	Court - 125	December 5, 2013	\$15,587.00 annual

Payroll Adjustments	Previous Classification	New Classification	Effective Date	Rate of Pay
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Employee Name	Department	Action Taken	Effective Date	With/Without Pay
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Payroll Deletions	Position	Department	Termination Date	Rate of Pay
LaTonya Young	Dispatcher II	Police - 211	December 3, 2013	\$18.74

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COMMITTEE REPORTS

No Committee Reports

CITY ATTORNEY'S LEGAL UPDATE

No Legal Updates.

OLD BUSINESS

Vehicle Policy

RESOLUTION OF CITY OF SOUTHAVEN BOARD OF ALDERMAN ESTABLISHING A VEHICLE POLICY

WHEREAS, the City of Southaven ("City") Board of Alderman desire to establish policies and requirements for those individuals who use City Vehicles; and

WHEREAS, the City Board of Alderman desire this policy to implement procedures and policies for City Vehicle use and provide instruction and guidance for certain situations; and

WHEREAS, it is the intention of the City based upon the recommendation of the Southaven City Mayor and Administrator that this Policy be implemented and adopted by the City Board; and

NOW THEREFORE, be it resolved as follows:

1. The City of Southaven Board of Alderman hereby adopts the City of Southaven Vehicle Policy.
2. The City Mayor and City Administrator shall be responsible for implementing this Policy.

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Darren Musselwhite, MAYOR

ATTEST:

Sheila Heath, CITY CLERK

A copy of the vehicle policy is attached to these minutes.

CLAIMS DOCKET

A motion was made by Alderman Payne to approve the Claims Docket of December 17, 2013, including demand checks and payroll in the amount of \$799,551.25. Motion was seconded by Alderman Flores.

Excluding voucher numbers:

211868, 211877, 211885, 212241, 212251, 212387, 212388, 212402, 212404, 212431, 212529

Roll call was as follows:

ALDERMAN

VOTED

Alderman Brooks

YES

Alderman Kelly

YES

Alderman Beshears

YES

Alderman Payne

YES

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Alderman Brooks	YES
Alderman Kelly	YES
Alderman Beshears	YES
Alderman Payne	YES
Alderman Gallagher	YES
Alderman Ferguson	RECUSED
Alderman Flores	YES

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried and approved for payment on this the 17th day of December, 2013.

Alderman Ferguson then returned to the room.

EXECUTIVE SESSION

A motion was made by Alderman Payne 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 Payne made the motion to go into Executive Session for the purpose of discussing personnel investigative issues and land acquisition. Motion was seconded by Alderman Beshears. Motion was put to a vote and passed unanimously by the raise of hands.

The Board reviewed the personnel file of Mr. Michael Dupree and considered his performance. After discussion with the Utility Director, Ray Humphrey. Alderman Flores made the motion to uphold the recommendation of Mr. Humphrey and terminate Michael Depree. Motion was seconded by Alderman Beshears. Motion was put to vote and passed unanimously.

Mayor Musselwhite briefed the Board regarding Susan Chaney and explained that her vacation and FMLA accrued time are expired. Ms. Chaney is not able to return to work at this point and has requested for 6 days of unpaid leave for the

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Alderman Ferguson. Motion was put to a vote and passed unanimously,
December 17, 2013 at 8:15 p.m.

Darren Musselwhite,
Mayor

Sheila Heath, City Clerk

(Seal)

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00580

HAZARD MITIGATION GRANT PROGRAM AGREEMENT

Under this Agreement, the interests and responsibilities of the Grantee, hereinafter referred to as the State, will be executed by the Mississippi Emergency Management Agency. The individual designated to represent the State is Robert R. Latham, Jr. Governor's Authorized Representative (GAR). The Subgrantee to this Agreement is City of Southaven. The interests and responsibilities of the Subgrantee will be executed by the Subgrantee's designated applicant's agent.

Pursuant to the Hazard Mitigation Grant 1604-500, funds in the amount of \$260,836.00 are hereby awarded to the Subgrantee as stated below under the following conditions:

Approved Total Project Cost:	<u>\$274,564.00</u>	
Federal Cost Share:	<u>\$260,836.00</u>	<u>95%</u>
State Cost Share:	<u>\$0.00</u>	<u>0%</u>
Local Cost Share:	<u>\$13,728.00</u>	<u>5%</u>

The Federal cost share may not be greater than 75% of the approved Federal project cost and the non-Federal share (State and Local cost share combined) may not be less than 25% of the approved Federal project cost.

The Subgrantee agrees that:

1. He/She has legal authority to apply for assistance on behalf of the Subgrantee.
2. The Subgrantee will provide all necessary financial and managerial resources to meet the terms and conditions of receiving federal and state disaster assistance.
3. The Subgrantee will use disaster assistance funds solely for the purposes for which it

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expenditure of disaster assistance funds in accordance with generally accepted accounting standards or as directed by the Governor's Authorized Representative.

7. The local cost share funding will be available within the specified time.
8. The Subgrantee will give state and federal agencies designated by the Governor's Authorized Representative, access to and the right to examine all records and documents related to use of disaster assistance funds.
9. The Subgrantee will return to the state, within 15 days of such request by the Governor's Authorized Representative, any advance funds which are not supported by audit or other federal or state review of documentation maintained by the Subgrantee.
10. The Subgrantee will comply with all applicable codes and standards as pertains to this project and agree to provide maintenance as appropriate.
11. The Subgrantee will comply with all applicable provisions of federal and state law and regulation in regard to procurement of goods and services.
12. The Subgrantee will comply with all federal and state statutes and regulations relating to non-discrimination. The Subgrantee will establish and maintain an active program of nondiscrimination in disaster assistance as outlined in implementing regulations. This program will encompass all Subgrantee actions pursuant to this Agreement.
13. The Subgrantee will comply with provisions of the Hatch Act limiting the political activities of public employees.
14. The Subgrantee will comply, as applicable, with provisions of the Davis Bacon Act relating to labor standards.

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the Subgrantee and approval by the Governor's Authorized Representative.

20. There shall be no changes to this Agreement unless mutually agreed upon, in writing, by both parties to the Agreement.

If the Subgrantee violates any of the conditions of this Agreement, or applicable federal and state regulations; the State shall notify the Subgrantee that financial assistance for the project in which the violation occurred will be withheld until such violation has been corrected to the satisfaction of the State. In addition, the State may also withhold all or any portion of financial assistance which has been or is to be made available to the Subgrantee for other disaster relief projects under the Act, this or other agreements, and applicable federal and state regulations until adequate corrective action is taken.

The undersigned does hereby agree with all terms and conditions of this agreement.

Robert R. Latham, Jr.
Governor's Authorized Representative

Date



Subgrantee's Authorized Representative

12-17-13
Date

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FIRST AMENDMENT TO LEASE AGREEMENT BETWEEN GREEN MACHINE ENTERPRISES, INC. AND CITY OF SOUTHAVEN FOR THE TICKET BOX OFFICE AT 6275 SNOWDEN LANE

This Lease Amendment is made and entered into this 17th day of December, 2013, by and between The City of Southaven, "Lessor" and Green Machine Enterprises, Inc. "Lessee."

WITNESSETH:

WHEREAS, Lessor and Lessee entered into Lease for the Snowden Grove Amphitheater Ticket Box Office located at 6275 Snowden Lane in Southaven, Mississippi, dated March 5, 2012; and

WHEREAS, the Lease Agreement may be renewed up to four (4) years; and

WHEREAS, pursuant to the Lease, the Lessor and Lessee desire to renew the lease for one (1) year pursuant to the Lease.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

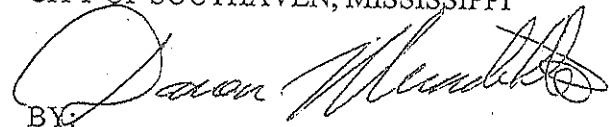
1. Pursuant to Section 9 of the Lease, the Lease Agreement shall be renewed effective January 1, 2014 through December 31, 2014.
2. Except as modified herein as provided above, the Agreement is and remains in full force and effect, and Green Machine and Southaven hereby ratify and affirm the same.

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WITNESS OUR SIGNATURES, on this, the 17th day of December, 2013.

LESSOR:

CITY OF SOUTHAVEN, MISSISSIPPI

BY: 

DAREN MUSSELWHITE
MAYOR

LESSEE:

GREEN MACHINE ENTERPRISES, INC.

BY: 

JIM GREEN
OWNER

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ENTERTAINMENT AGREEMENT BETWEEN GREEN MACHINE ENTERPRISES, INC. AND CITY OF SOUTHAVEN, MISSISSIPPI

is shall not be held liable for any cancellation of show

specifically
monitoring
PRG
This Agreement is made the 26 day of April, 2012 by and between GREEN MACHINE ENTERPRISES, INC, a Mississippi limited liability company having its principal place of business at 6275 Snowden Lane, Southaven, MS 38672 (hereinafter referred to as "GREEN MACHINE") and the City of Southaven, Mississippi, a Mississippi incorporated municipality having its principal place of business at 8710 Northwest Drive, Southaven, Mississippi (hereinafter referred to as "Southaven").

RECITALS

1. SOUTHAVEN owns the Snowden Grove Park located in the city limits of Southaven, MS (hereinafter referred to as "Snowden Grove Park").
2. GREEN MACHINE is in the business of booking, promoting, and producing concert entertainment events by a diverse array of national, regional, and local performance artists and attractions (hereinafter referred to as "Concert Entertainment Events"). GREEN MACHINE wishes to book, promote and produce Concert Entertainment Events at the Amphitheater facility including the Snowden House and SpringFest area (hereinafter referred to as "Amphitheater") which has been built by the city and located within Snowden Grove Park.
3. In order to maximize the use and profitability of the Amphitheater, SOUTHAVEN wishes to contract with GREEN MACHINE as a broker to book, promote and produce Concert Entertainment Events in the Amphitheater whether produced by GREEN MACHINE or other promoters on the terms and conditions set forth herein. For purposes of this Agreement, a Concert Entertainment Event shall not include any City event or City sponsored

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prior review and approval by SOUTHAVEN, to book, promote and produce Concert Entertainment Events in the Amphitheater during the term defined herein.

- B. Sponsorships. SOUTHAVEN hereby grants GREEN MACHINE the full authority to sell sponsorship rights to the Amphitheater (hereinafter referred to as "Facility Sponsorship") on behalf of SOUTHAVEN during the Term, subject to the prior written approval of all such sponsorship rights and/or agreements by SOUTHAVEN. Facility Sponsorship rights may include, but are not limited to compensatory tickets, advertising rights, program sales, sampling rights, broadcast rights, media affiliations, and signage. Facility Sponsorships shall be made only between SOUTHAVEN and said sponsor. Event Sponsorships shall not include any terms and conditions that conflict with or supersede the Facility Sponsorship rights.

2. BOOKING PROCEDURES.

- A. Amphitheater Event Calendar. GREEN MACHINE shall receive dates for bookings at the discretion of SOUTHAVEN to include two (2) weekends per month beginning April 2012 through September 2012. GREEN MACHINE shall request dates for bookings from SOUTHAVEN for all other months of the year.

For the purposes of this agreement, "to book" the Amphitheater for an event shall mean to reserve a date for use of the Amphitheater for a Concert Entertainment Event or other activity which admission will be charged along with approval for times and entertainment. SOUTHAVEN shall not be liable for expenses incurred for non-confirmed dates. To book the Amphitheater, both parties must comply with the following guidelines:

SOUTHAVEN shall supply the available dates of booking for the period of April 2012 through September 2012.

GREEN MACHINE shall supply a list of dates to SOUTHAVEN to hold for the entire season no later than six (6) months prior to any event and

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participate, including but not limited to SpringFest activities. SOUTHAVEN shall provide GREEN MACHINE with written notice one (1) week prior to each event and/or activity setting forth the date and time of each such intended use.

- C. Limitation of Booking Authority. GREEN MACHINE shall have no right to book or schedule any area at Snowden Grove Park other than the Amphitheater, except by separate agreement with SOUTHAVEN.
 - D. Access and Parking. GREEN MACHINE will be provided ingress and egress through Snowden Grove Park to access the Amphitheater in order to load and unload for Concert Entertainment Events. GREEN MACHINE acknowledges and agrees that SOUTHAVEN will control all parking on-site at Snowden Grove Park for all events.
3. **SPONSORSHIP PROCEDURES.** All expenses for maintaining a Facility Sponsorship or an Event Sponsorship must be mutually agreed upon by GREEN MACHINE and SOUTHAVEN.
4. **OPERATING DUTIES AND RESPONSIBILITIES.**
- A. Designated Representatives. SOUTHAVEN and GREEN MACHINE will each designate a representative to interact with each other with regard to coordinating the parties' respective booking activities and other duties and responsibilities hereunder.
 - B. Rental Charges. SOUTHAVEN hereby agrees that GREEN MACHINE shall pay a flat rental fee of twelve thousand five hundred and 00/100 Dollars (\$12,500.00) per event held at the Amphitheater and a flat rental fee of two thousand two hundred fifty and 00/100 Dollars (\$2,250.00) per event held in the Amphitheater Plaza.

Minutes, City of Southaven, Southaven, Mississippi

comply with all applicable municipal, county, state and federal laws, rules and regulations promulgated by SOUTHAVEN, from time to time, including without limitation the rules and regulations set forth in paragraph 8 herein.

5. TERM. The term of this Agreement will begin on the date hereof and will end on December 31, 2012. GREEN MACHINE shall have the option to renew this Agreement for a period of one year each for up to four (4) years.

6. TERMINATION. Either party shall have the right to terminate this Agreement during each and every annual review period with prior written notice; provided, however, this Agreement shall continue for any Concert Entertainment Event approved in writing by the Mayor of the City before the date of termination. The review period shall begin December 1 of the current year and any corrections, deletions, modifications or terminations shall be determined and agreed upon prior to being placed into effect on January 1 of the next term.

7. INSURANCE COVERAGE.

A. GREEN MACHINE shall provide, at its own cost and expense, the following insurance issued by insurance companies licensed in the State of Mississippi and acceptable to SOUTHAVEN:

Commercial General Liability including as follows:	
General Aggregate	\$1,000,000.00
Personal and Property Injury	\$1,000,000.00
Each Occurrence	\$1,000,000.00

B. Worker's Compensation coverage in accordance with the statutory requirements and limits of the State of Mississippi.

C. Property Insurance of GREEN MACHINE's own equipment.

Minutes, City of Southaven, Southaven, Mississippi

8. RULES AND REGULATIONS. GREEN MACHINE will comply with all the following Rules and Regulations with respect to Events. The contract with all promoters of Concert Entertainment Events shall contain terms that require the promoter to comply with such rules and regulations.

A. Sub Contracts. The requirements of this paragraph eight (8) shall be included in all agreements with vendors or other parties, and shall expressly designate SOUTHAVEN as a beneficiary of such agreements. The promoter must furnish SOUTHAVEN copies of all such agreements at least thirty (30) days prior to the event.

B. Cancellation of Events. Except for severe weather conditions (sufficient to prompt warnings by the National Weather Service), any cancellation shall be made at the offices of SOUTHAVEN no later than seven (7) days before the scheduled event.

C. Right of Inspection. SOUTHAVEN does not relinquish hereunder the right to control the management and operation of Snowden Grove Park or the Amphitheater or to enforce all necessary and proper rules for the management and operation of Snowden Grove Park. Snowden Grove Park's Director, Facilities Manager, or other duly authorized representative of SOUTHAVEN may enter all portions of Snowden Grove Park at any time and on any occasion, including the Amphitheater.

D. Right to Eject. SOUTHAVEN reserves the right through its Director, Facilities Manager or others authorized by them to eject any person or persons from Snowden Grove Park, including the Amphitheater.

E. Surrender of Space. The promoter of the event covenants and agrees to quit and surrender Snowden Grove Park to SOUTHAVEN at the end of the Event pursuant to the terms of this Agreement.

Minutes, City of Southaven, Southaven, Mississippi

arising out of or in connection with the removal, disposal, or storage thereof. Any property left at Snowden Grove Park by the promoter or any agent, representative, employee, contractor, partner, joint-venturer, co-producer, guest or invitee thereof shall, after a period of ten (10) days from the last date of the Event, be deemed abandoned and become property of SOUTHAVEN to be disposed of or utilized at SOUTHAVEN's discretion.

- G. General Contractors. It shall be the promoter's responsibility to secure electrical, plumbing, carpentry, and other services needed for Concert Entertainment Events. Anyone providing such services must be licensed, bonded, and approved by SOUTHAVEN at least thirty (30) days prior to the Event.
- H. Hanging Sound Equipment. If the promoter, its agents, servants, employees, contractors, guests or invitees intend to hang any sound or other equipment or in any other manner use any roof structure or roof support system for a Concert Entertainment Event, the promoter agrees that it will or will cause the exercise of sound engineering standards in such use and will familiarize itself with the roof structure and roof support system and the limits on the weight which they will support. The promoter agrees that the weight limits which the roof structure and roof support system will support will not be exceeded for a Concert Entertainment Event and agrees to pay SOUTHAVEN the cost of any damage, including the cost of any repair to the roof structure or the roof support system and any damage to SOUTHAVEN's other property, caused by such roof structure or roof support system.
- I. Removal of Stage Equipment: Stages, sets and scenery may be used only with the prior written approval of SOUTHAVEN. SOUTHAVEN reserves the right at any time to revoke its consent and require the dismantling of such sets and scenery in its sole discretion if it deems such sets and scenery to be dangerous or inappropriate to the premises. All lights,

Minutes, City of Southaven, Southaven, Mississippi

- J. Fire Prevention – Non Flame Props. The promoter agrees that it will not stage any act or performance in which fire, flame or other potentially hazardous substance or props are utilized without prior written approval from local, state or federal authorities as required by law.
- K. Fire Prevention – Non-Adhesive Material. The promoter will not, and will cause its invitees to not, use any decorative material including, without limitation, crepe paper (flameproof or not), cellophane (shredded or not), confetti, cotton, corn stalks, leaves, evergreen boughs, sheaves of grain, streamers, straw, paper, vines, moss, foliage, or any similar flammable or combustible materials in or about Snowden Grove Park without the prior written approval of SOUTHAVEN and of the Fire Department of the City of SOUTHAVEN. The promoter will not, and will cause its invitees to not, apply any adhesive material or substance to any painted surface within Snowden Grove Park.
- L. Fire Prevention – No Aisle Obstructions. The promoter will permit no chairs or moveable seats to be or remain in the passageways of Snowden Grove Park and will keep the passageways of Snowden Grove Park clear at all times. No portion of any sidewalks, entries, passages, vestibules, halls, and ways of access to the public utilities of Snowden Grove Park shall be obstructed by the promoter or any agent, representative, employee, contractor, partner, joint-venturer, co-producer, guest or invitee or used for any purpose other than ingress or egress. Any doors, skylights, stairways, or openings that reflect or admit light into any place in any building within Snowden Grove Park, including hallways, corridors and passageways and the radiators and house lighting attachments, shall not be obstructed by the promoter or any agent, representative, employee, contractor, partner, joint-venturer, co-producer, guest or invitee thereof. The water closets and water apparatus shall not be used for any purpose other than that for which they were constructed and no sweepings, rubbish, rags, paper or other substance shall be thrown

Minutes, City of Southaven, Southaven, Mississippi

- N. Personal Property Liability. SOUTHAVEN does not assume any responsibility for any property of the promoter, its agents, representatives, employees, contractors, partners, joint-venturers, co-producers, guests or invitees brought into Snowden Grove Park, and SOUTHAVEN is hereby expressly released and discharged by promoter *Green Machine* from any and all liabilities for any loss, injury, or damages to persons or property that may be sustained by reason of the occupancy and use of Snowden Grove Park or any part thereof under this Agreement.
- O. Casualty. The promoter hereby expressly waives any and all claims for compensation for any and all losses or damages sustained by any reason of any defect, deficiency, failure, or impairment of the water supply system, drainage system, or electrical system leading to or within Snowden Grove Park. In the event Snowden Grove Park's Director, Facilities Manager or authorized representatives, determines it is impractical or implausible to perform SOUTHAVEN's obligations under this Agreement as a result of fire or any other casualty or for any other reason including strikes, failures of utilities, or any act of God, the promoter hereby expressly releases, discharges, and will save harmless SOUTHAVEN, and its agents, servants and employees from any and all demands, claims, actions, and causes of action arising out of any of the causes aforesaid.
- P. Performances. SOUTHAVEN shall have the right to terminate immediately any performance being conducted on the Snowden Grove Amphitheater containing immoral, indecent, and/or obscene acts, lyrics, or material, after consultation with GREEN MACHINE and after at least one (1) warning to GREEN MACHINE. GREEN MACHINE agrees that SOUTHAVEN shall be immune from liability in the event SOUTHAVEN shall terminate any performance containing immoral, indecent and/or obscene acts, lyrics or material. The Mayor of the City or his or her designee will have authority to review song content prior to the concert.

Minutes, City of Southaven, Southaven, Mississippi

9. NOTICES. All notices required or permitted hereunder shall be in writing and shall be deemed duly given if sent by facsimile, email, hand delivery, courier, or US mail addressed to the parties as follows.

If to SOUTHAVEN: Office of the Mayor
City of Southaven
8710 Northwest Drive
SOUTHAVEN, MS 38671

With Copy to: Mark K. Sorrell
City of Southaven
8710 Northwest Drive
Southaven, MS 38671

If to GREEN MACHINE: Jim Green
GREEN MACHINE ENTERPRISES, INC.
6275 Snowden Lane
Southaven, MS 38672

10. REPRESENTATIONS. Each party represents and warrants to the other party that it has the full right and authority to enter into and fully perform this Agreement in accordance with its terms.

11. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties relating to the subject matter addressed herein. Any prior or contemporaneous agreement, promise, or representation, whether oral or written, relating to the subject matter of this Agreement and expressly set forth or referenced in this Agreement or a proper amendment hereto shall be of no force or effect.

12. AMENDMENT. This Agreement may be amended only by the mutual written consent of both parties, and no oral modification or amendment shall be permitted.

Minutes, City of Southaven, Southaven, Mississippi

16. **REMEDIES.** Nothing in this Agreement shall be construed to limit the lawful remedies available to either party in the event of a breach of any provision of this Agreement. The provisions of this Agreement and the performance of each party hereunder may be enforced by any right or remedy available at law or in equity.

17. **SEVERABILITY.** In the event any provision of this Agreement is rendered invalid or unenforceable, such provision shall be severed from this Agreement and the remaining provisions of this Agreement shall continue in full force and effect.

18. **HEADINGS OR CAPTIONS.** The headings or captions provided throughout this Agreement are for reference purposes only, shall not be considered in construing the terms and conditions of this Agreement, and shall not in any way affect the meaning or interpretation of this Agreement.

19. **GOVERNING LAW.** This Agreement shall be governed and construed in accordance with the law of the State of Mississippi.

20. **RELATIONSHIP OF THE PARTIES.** Neither party hereto shall be deemed an agent, partner, joint-venturer nor related entity of the other by reason of this Agreement and as such neither party may enter into contracts and agreements which bind the other party except as set forth herein.

21. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

22. **CONFLICTS IN INTERPRETATION.** In the event of conflicting policy and/or interpretation of the terms and provisions set forth in this Agreement between GREEN MACHINE and SOUTHAVEN, SOUTHAVEN's interpretation of such terms and conditions shall prevail.

23. **ATTORNEY FEES.** Should either party to this Agreement institute or participate in mediation, legal or equitable proceedings, the prevailing party shall be entitled to recover its reasonable attorney fees and costs.

Minutes, City of Southaven, Southaven, Mississippi

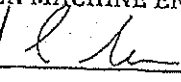
IN WITNESS WHEREOF, the parties hereto have cause this Entertainment Agreement Between GREEN MACHINE ENTERPRISES, INC. and City of SOUTHAVEN to be executed by their authorized representatives as of the date first hereinabove written.

CITY OF SOUTHAVEN:

By: 

Title: Mayor

GREEN MACHINE ENTERPRISES, INC:

By: 

Title: Owner

Minutes, City of Southaven, Southaven, Mississippi

FIRST AMENDMENT TO ENTERTAINMENT AGREEMENT BETWEEN GREEN MACHINE ENTERPRISES, INC. AND CITY OF SOUTHAVEN

This Lease Amendment is made and entered into this 27th day of December, 2013, by and between The City of Southaven, "Southaven" and Green Machine Enterprises, Inc. ("Green Machine").

WITNESSETH:

WHEREAS, Southaven and Green Machine entered into an Entertainment Agreement ("Agreement") dated April 26, 2012; and

WHEREAS, the Agreement may be renewed for a period of one (1) year for up to four (4) years; and

WHEREAS, pursuant to the Agreement, the parties have an annual review period from December 1 through December 31 of each contractual year for the parties to make modifications to the Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Pursuant to Section Five (5) of the Agreement, Southaven and Green Machine desire to extend this Agreement for a period of one (1) year commencing on January 1, 2014 and ending on December 31, 2014.
2. Pursuant to Section Six (6) of the Agreement, Southaven and Green Machine have conducted the review period and agree to the following modifications:
 - a. The opening paragraph of the Agreement shall be amended to denote that all references to Green Machine Enterprises, Inc. in the Agreement are to include "Green Machine" and "Promoter" or "promoter."

Minutes, City of Southaven, Southaven, Mississippi

FIRST AMENDMENT TO ENTERTAINMENT AGREEMENT BETWEEN GREEN MACHINE ENTERPRISES, INC. AND CITY OF SOUTHAVEN

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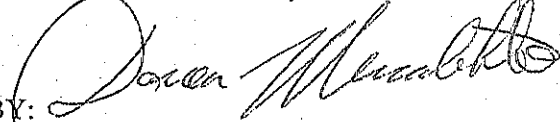
Minutes, City of Southaven, Southaven, Mississippi

portion of ticket sales shall be paid to Southaven after an audit of ticket sales by Ticketmaster but in no event shall payment be made more than thirty (30) days after the concert or event at the Amphitheater or Amphitheater Plaza. Upon Southaven's request, Green Machine shall allow a representative from Southaven to inspect the Ticketmaster audit of each event held at the Amphitheater or Amphitheater Plaza.

- c. Section 8(B). Cancellation of Events shall be amended to state: City shall have the right to cancel an event for severe weather conditions (sufficient to prompt warnings by the National Weather Service) or for public safety reasons. In the event, Southaven cancels an event consistent with this Section 8(B), Southaven shall not be held liable to Green Machine or performers scheduled to appear at the Amphitheater or Amphitheater Plaza.
 - d. Section 8(L). Fire Prevention - No Aisle Obstructions shall be amended by adding the following language: Green Machine will assist Southaven in formulating a Capacity Monitoring Program for the Amphitheater. The remaining language in 8(L) shall stay the same.
3. Except as modified herein and provided above, the Agreement is and remains in full force and effect, and Green Machine and Southaven hereby ratify and affirm the same.

WITNESS OUR SIGNATURES, on this, the 17th day of December, 2013.

CITY OF SOUTHAVEN, MISSISSIPPI

BY: 

DAREN MUSSELWHITE
MAYOR

Minutes, City of Southaven, Southaven, Mississippi

LEASE AGREEMENT

THIS AGREEMENT made and entered into on this, the 5 day of March, 2012, by and between the CITY OF SOUTHAVEN, a municipal corporation, hereinafter referred to as Lessor, and GREEN MACHINE ENTERPRISES, INC., hereinafter referred to as Lessee, and in consideration of the premises, the parties do hereby agree as follows, to-wit:

WITNESSETH

WHEREAS, Lessor is the owner of that certain real property located at 6275 SNOWDEN LANE, in Southaven, Desoto County, Mississippi.

WHEREAS, Lessor desires to lease to Lessee and Lessee desires to lease from Lessor rental space located within the above described premises.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the undersigned Lessor and Lessee agree as follows, to-wit:

Minutes, City of Southaven, Southaven, Mississippi

with the first month's rent being due and payable upon execution of this Lease Agreement. Each monthly payment thereafter in the amount of eight hundred and 00/100 Dollars (\$800.00) shall be due and payable on the first (1st) day of each month thereafter. Payments shall be mailed or hand delivered to the City of Southaven Office of Parks and Recreation located at 3335 Pine Tar Alley, Southaven, Mississippi 38672 and made payable to the order of "City of Southaven" and should be received by the first (1st) day of each month. Lessee agrees that a late penalty of forty and 00/100 Dollars (\$40.00) per day retroactive to the first (1st) day of the month will be added to the monthly rental payment if any rent payment is not received by the Lessor within five (5) days of its due date. The burden of proof of payment of said rental payments shall be upon the Lessee.

3. Lessee agrees that during the tenancy of this Lease Agreement, the Lessor shall have full use, access and control of the Snowden Grove Amphitheater Ticket Box Office during any event and/or activity hosted, sponsored or produced by the City of Southaven or in which the City of Southaven shall participate, including but not limited to SpringFest activities. The Lessor shall provide the Lessee with written notice one (1) week prior to each event and/or activity setting forth the date and time of each such

Minutes, City of Southaven, Southaven, Mississippi

premises clean during the continuance of this Lease Agreement. Lessee shall not make any alterations, additions, physical changes or improvement in or to the premises without first making specific written requests to Lessor, and obtaining written consent of Lessor. Lessor at its expense shall furnish all the light, heat, air conditioning and water on the said premises during the continuance of this Lease Agreement.

5. If the Lessee at any time fails to keep and perform any of the covenants or agreements herein stipulated, including but not limited to the default of any payment of any rent, the term hereby created shall, at the option of the Lessor, cease, end and terminate as fully as if by lapse of time.

6. Lessee agrees that it will not sublet the said premises occupied by the Lessee, nor any part thereof, nor assign this lease without the written consent of the Lessor.

7. All personal property of any kind or description whatsoever in the said premises belonging to Lessee and/or members of the Lessee's staff that shall be stored

Minutes, City of Southaven, Southaven, Mississippi

8. Lessee shall not erect, install, operate nor cause nor permit to be erected, installed or operated in or upon the premises hereinabove described, any signs or other similar advertising device without first having obtained the Park Director's written consent thereto. Any and all signs or other similar advertising devices shall comply with the advertising agreement entered into by and between the City of Southaven and BancorpSouth.

9. This Lease Agreement shall be renewable for a period of no more than four (4) years with a severability option every twelve (12) months thereafter. No renewal of this Agreement shall be binding on either party unless it is put in writing and signed by the Lessor and the Lessee.

10. Lessee agrees to conduct its activities upon the premises so as not to endanger any person thereon and to indemnify, defend and save harmless the Lessor against any and all claims, costs or expenses, loss, injury, or damage to persons or property, including claims of employees of the Lessee, or Lessee's contractor or subcontractors arising out of the activities conducted by the Lessee, its contractors,

Minutes, City of Southaven, Southaven, Mississippi

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

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

WITNESS OUR SIGNATURES, on this, the _____ day of _____, 20__.

LESSOR:

CITY OF SOUTHAVEN, MISSISSIPPI

BY: 

CHARLES G. DAVIS

MAYOR

Minutes, City of Southaven, Southaven, Mississippi

RESOLUTION OF CITY OF SOUTHAVEN BOARD OF ALDERMAN TO REJECT ALL BIDS FOR HURRICANE CREEK PHASE 2B

WHEREAS, the City of Southaven ("City") previously advertised for Phase 2B of the Hurricane Creek Project ("Project")

WHEREAS, pursuant to the legislative intent of Mississippi Code 31-7-13, the City desires to operate and expend public City money in the most efficient and responsible manner for its citizens and seek bids for those projects which exceed Fifty Thousand Dollars and 00/100 (\$50,000.00); and

WHEREAS, the City's representatives have reviewed the pricing and responses along with the qualifications and other information which is responsive to the Advertisement for the Project to determine which bid is the lowest and best; and

WHEREAS, the City specifications and advertisement allowed for the City to reject all bids; and

WHEREAS, pursuant to Mississippi Code 31-7-13(d)(iv), the bids received by all responders exceeded the amount budgeted by the City for the Project by ten percent (10%); thus, not allowing the City to negotiate with any bidders; and

WHEREAS, pursuant to Mississippi Code 31-7-13 and the cost for the project, the City must bid this Project;

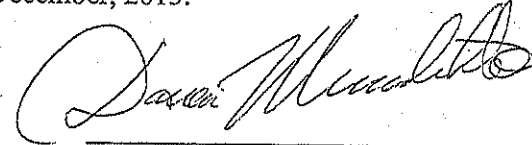
NOW THEREFORE, be it resolved as follows:

1. Pursuant to the bid specifications whereby the City advertised that it had the authority to reject all bids, the City hereby rejects all bids as all bids received exceeded the statutory amount of ten percent (10%) of the funds allocated by the City for the Project. Mississippi Code 31-7-13(d)(iv).

2. The City hereby directs the Project to be re-bid and any and all modifications

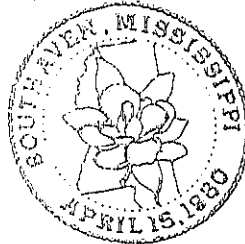
Minutes, City of Southaven, Southaven, Mississippi

RESOLVED AND DONE, this 17th day of December, 2013.



Darren Musselwhite, MAYOR

ATTEST:


Sheila Heath, CITY CLERK

Minutes, City of Southaven, Southaven, Mississippi



engineers
planners
surveyors
environmental
scientists
landscape
architects

December 12, 2013
N-S Project No. NS.05146-062-B

Mr. Ron Smith
City Engineer
City of Southaven
8710 Northwest Drive
Southaven, MS 38671

REFERENCE: HURRICANE CREEK SEWER PROJECT
HURRICANE CREEK PUMP STATION - PHASE 2B
HURRICANE CREEK AT McINGVALE ROAD
UNIT BID TABULATION AND RECOMMENDATION

Dear Mr. Smith:

As you are already aware from the previous bid results meeting we held, Neel-Schaffer, Inc. has reviewed and tabulated, on a line item basis, the bids received on November 25, 2013, for the above mentioned project. Enclosed is a Unit Bid Tabulation for the four bids received. The bids ranged from \$2,110,460.00 to \$2,510,690.00. The lowest bid was received from Ensco, LLC, in the amount of \$2,110,460.00. This amount is approximately \$800,000 over the estimated budget for construction of this phase.

We believe, with some minor adjustments to the plans and specifications, that the City of Southaven can expect lower bid results by re-advertising the above mentioned phase. While these changes will not decrease the construction cost amounts enough to reach the original estimated budget, it is our opinion that the amount to be saved is worth these efforts. Therefore, it is our recommendation to Southaven that the all bids taken for this phase, on November 25, 2013, be rejected and the city move forward with re-advertisement.

If you have any questions or need additional information, please contact me at (662) 344-1111.

Minutes, City of Southaven, Southaven, Mississippi

BID TABULATION - City of Southaven, MS 5146063B - Hurricane Creek Sewer Project - Pump Station				Argo Construction Corporation		Baird Contracting Co., Inc.	
November 15, 2013							
Item #	Description	Quantity	Unit	Unit Price (in thousands)	Total Price (in thousands)	Unit Price (in thousands)	Total Price (in thousands)
BASEBID ITEMS:							
1.0	Mobilization	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 74,000.00	\$ 74,000.00
2.0	Traffic Control	1	LS	\$ 7,500.00	\$ 7,500.00	\$ 5,000.00	\$ 5,000.00
3.0	Clearing and Grubbing	1	Acres	\$ 250.00	\$ 250.00	\$ 5,000.00	\$ 5,000.00
4.0	Seeding	1	Acres	\$ 1,750.00	\$ 1,750.00	\$ 5,000.00	\$ 5,000.00
5.0	Erosion Control	1	LS	\$ 3,300.00	\$ 3,300.00	\$ 5,000.00	\$ 5,000.00
6.0	24" SDR26 PVC Gravelly Sewer (25' depth)	26	LF	\$ 120.00	\$ 3,000.00	\$ 470.00	\$ 11,750.00
7.0	18" CS05-DR21 PVC Force Main	200	LF	\$ 83.00	\$ 16,600.00	\$ 125.00	\$ 25,000.00
8.0	30" Steel Casing w/18" CS05 PVC Center Pipe (Jacks and Bore - Pressure Pipe)	110	LF	\$ 558.00	\$ 61,380.00	\$ 600.00	\$ 66,000.00
9.0	Connect to 24" SDR26 PVC Gravelly Pipe Stub	1	EA	\$ 5,225.00	\$ 5,225.00	\$ 4,000.00	\$ 4,000.00
9.1	Connect to 18" CS05 Force Main Stub	1	EA	\$ 3,000.00	\$ 3,000.00	\$ 4,000.00	\$ 4,000.00
10.0	General Site Construction	1	LS	\$ 365,000.00	\$ 365,000.00	\$ 60,000.00	\$ 60,000.00
11.0	REMOVED FROM PROJECT						
12.0	45" x 73" Reinforced Concrete Arch Pipe	80	LF	\$ 275.00	\$ 22,000.00	\$ 290.00	\$ 23,200.00
12.1	45 x 73" Reinforced Concrete Arch Pipe Flare End Section	1	EA	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
13.0	30" Reinforced Concrete Pipe	8	LF	\$ 100.00	\$ 800.00	\$ 130.00	\$ 1,040.00
13.1	30" Reinforced Concrete Pipe Flare End Section	1	EA	\$ 1,650.00	\$ 1,650.00	\$ 1,500.00	\$ 1,500.00
14.0	Reinforced Concrete Junction Box (10' x 10')	1	EA	\$ 14,000.00	\$ 14,000.00	\$ 20,000.00	\$ 20,000.00
15.0	300# Rock Riprap w/Geotextile	120	Tons	\$ 50.00	\$ 6,000.00	\$ 60.00	\$ 7,200.00
16.0	Pump Equipment	1	LS	\$ 392,000.00	\$ 392,000.00	\$ 325,000.00	\$ 325,000.00
17.0	Pump Controls and Enclosure	1	LS	\$ 575,000.00	\$ 575,000.00	\$ 500,000.00	\$ 500,000.00
18.0	Manhole and Valve Pit Construction	1	LS	\$ 500,000.00	\$ 500,000.00	\$ 1,100,000.00	\$ 1,100,000.00
19.0	Hoist and Support Frame Construction	1	LS	\$ 60,000.00	\$ 60,000.00	\$ 30,000.00	\$ 30,000.00
20.	Flow Meter Assembly & Vault	1	LS	\$ 35,000.00	\$ 35,000.00	\$ 50,000.00	\$ 50,000.00
21.0	Electrical & Communication Construction	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 93,000.00	\$ 93,000.00
22.0	Emergency Generator	1	LS	\$ 85,000.00	\$ 85,000.00	\$ 90,000.00	\$ 90,000.00
				\$ 2,216,755.00		\$ 2,510,590.00	

* - Indicates discrepancies between unit price and the total price of bids or miscalculations. The unit price governs and was used to calculate the total prices which resulted in the changes.
NR - Indicates nonresponsive bid

I certify that this is a correct tabulation of all the bids received and read aloud for this project on the bid date of November 25, 2013.

 ENGINEER

Minutes, City of Southaven, Southaven, Mississippi



engineers
planners
surveyors
environmental
scientists
landscape
architects

December 12, 2013
N-S Project No. NS.05146.062-A

Mr. Ron Smith
City Engineer
City of Southaven
8710 Northwest Drive
Southaven, MS 38671

REFERENCE: HURRICANE CREEK SEWER PROJECT
PRESSURE AND GRAVITY SEWER – PHASE 2A
HURRICANE CREEK TO JAYBIRD ROAD
UNIT BID TABULATION AND RECOMMENDATION

Dear Mr. Smith:

Neel-Schaffer, Inc. has reviewed and tabulated, on a line item basis, the bids received on December 4, 2013, for the above mentioned project. Enclosed is a Unit Bid Tabulation for the thirteen bids received. The bids ranged from \$1,194,548.00 to \$2,142,826.10. The lowest bid was received from Argo Construction Corp., in the amount of \$1,194,548.00. This amount is approximately \$200,000 under the engineer's estimate. The Unit Bid Tabulation is attached to this recommendation letter.

A review of the bid for Argo Construction Corp. for completeness and accuracy revealed that the bid was fully responsive in accordance with the Bid Documents. Their proposal included acknowledgement of addenda, non-collusion affidavit, a list of subcontractors for the job, and all proper notarized signature. Based on the review for completion and tabulation of the bids, we recommend the contract for the above mentioned sewer project be **conditionally** awarded to

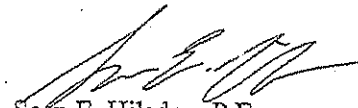
Minutes, City of Southaven, Southaven, Mississippi

Mr. Ron Smith, City Engineer
December 12, 2013
Page 2

If you have any questions or need additional information, please let us know.

Sincerely,

NEEL-SCHAFFER, INC.



Sean E. Hilsdon, P.E.
Project Manager

Attachment

c. Sheila Heath, City of Southaven Clerk (via email)

Minutes, City of Southaven, Southaven, Mississippi

Item	Ayo Contractors Corp.	Breco Contractors Co., Inc.	Dixie Contractors, Inc.	Emco, LLC	Robson Contractors Co., Inc.
100	\$ 18,000.00	\$ 15,891.25	\$ 77,000.00	\$ 78,000.00	\$ 20,000.00
101	\$ 3,000.00	\$ 5,715.00	\$ 2,000.00	\$ 5,000.00	\$ 3,000.00
102	\$ 100.00	\$ 2,825.00	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00
103	\$ 1,400.00	\$ 1,400.00	\$ 800.00	\$ 800.00	\$ 2,000.00
104	\$ 15,200.00	\$ 8,925.00	\$ 6,000.00	\$ 7,500.00	\$ 15,000.00
105	\$ 44.00	\$ 64.71	\$ 51.00	\$ 47.00	\$ 84.00
106	\$ 37.20	\$ 70.63	\$ 37.00	\$ 55.00	\$ 58.00
107	\$ 39.00	\$ 75.68	\$ 62.00	\$ 60.00	\$ 59.00
108	\$ 41.00	\$ 79.28	\$ 58.00	\$ 73.00	\$ 71.00
109	\$ 49.00	\$ 83.48	\$ 94.00	\$ 83.00	\$ 97.00
110	\$ 458.00	\$ 684.60	\$ 500.00	\$ 475.00	\$ 600.00
111	\$ 468.00	\$ 519.75	\$ 620.00	\$ 459.00	\$ 540.00
112	\$ 570.00	\$ 840.00	\$ 570.00	\$ 475.00	\$ 600.00
113	\$ 7,600.00	\$ 10,897.50	\$ 4,000.00	\$ 9,800.00	\$ 12,400.00
114	\$ 45,000.00	\$ 22,897.50	\$ 10,000.00	\$ 30,000.00	\$ 42,000.00
115	\$ 200.00	\$ 674.75	\$ 230.00	\$ 315.00	\$ 370.00
116	\$ 60.00	\$ 89.25	\$ 70.00	\$ 50.00	\$ 65.00
117	\$ 1,700.00	\$ 7,875.00	\$ 800.00	\$ 2,500.00	\$ 3,000.00
118	\$ 50.00	\$ 198.45	\$ 50.00	\$ 55.00	\$ 60.00
119	\$ 25.00	\$ 82.25	\$ 8.00	\$ 40.00	\$ 50.00
120	\$ 45.15	\$ 59.75	\$ 40.00	\$ 45.00	\$ 55.00
121	\$ 7.15	\$ 12.60	\$ 5.00	\$ 15.00	\$ 5.00
122	\$ 7,000.00	\$ 6,715.00	\$ 8,600.00	\$ 5,000.00	\$ 8,600.00
123	\$ 1,194,646.00	\$ 1,452,925.13	\$ 1,378,974.02	\$ 1,301,553.50	\$ 1,600,854.00

Minutes, City of Southaven, Southaven, Mississippi

Kelco Contractors, Inc.	Northwest Contracting Services, Inc.	John Pett	Revell Construction Company, Inc.	S & J Construction Co., Inc.	Trey Contractors, Inc.
Unit Price (in \$1000)	Unit Price (in \$1000)	Unit Price (in \$1000)	Unit Price (in \$1000)	Unit Price (in \$1000)	Unit Price (in \$1000)
35,000.00 \$ 2,431.00 \$ 60,000.00 \$ 19,200.00 \$ 15,535.00 \$ 193,925.51 \$					
10,000.00 \$ 8,237.00 \$ 2,850.00 \$ 33,200.00 \$ 6,757.50 \$ 2,000.00 \$					
1,000.00 \$ 3,656.00 \$ 0.01 \$ 2,600.00 \$ 3,105.00 \$ 2,000.00 \$					
17,000.00 \$ 1,823.00 \$ 19,410.00 \$ 16,000.00 \$ 1,592.90 \$ 2,000.00 \$					
7,000.00 \$ 7,000.00 \$ 23,031.00 \$ 27,600.00 \$ 15,625.00 \$ 23,780.00 \$					
50.00 \$ 684,500.00 \$ 62.09 \$ 337,070.00 \$ 76.60 \$ 653,524.00 \$ 61.02 \$ 658,915.00 \$ 50.84 \$ 573,583.50 \$					
45.00 \$ 43,155.00 \$ 50.00 \$ 47,950.00 \$ 92.00 \$ 83,228.00 \$ 69.50 \$ 68,650.50 \$ 61.84 \$ 69,234.56 \$ 45.92 \$ 45,025.87 \$					
55.00 \$ 4,453.00 \$ 82.00 \$ 8,642.00 \$ 135.00 \$ 10,851.00 \$ 89.25 \$ 7,792.25 \$ 79.44 \$ 6,434.64 \$ 59.06 \$ 4,704.48 \$					
60.00 \$ 13,563.00 \$ 67.00 \$ 14,897.00 \$ 182.00 \$ 40,222.00 \$ 141.00 \$ 31,161.00 \$ 120.81 \$ 76,705.64 \$ 72.02 \$ 15,916.42 \$					
70.00 \$ 16,800.00 \$ 109.00 \$ 26,180.00 \$ 249.00 \$ 62,160.00 \$ 245.00 \$ 59,650.00 \$ 141.54 \$ 33,893.00 \$ 92.47 \$ 19,792.90 \$					
600.00 \$ 42,000.00 \$ 693.00 \$ 49,860.00 \$ 931.00 \$ 65,560.00 \$ 455.00 \$ 31,920.00 \$ 460.69 \$ 32,248.30 \$ 637.12 \$ 44,593.40 \$					
480.00 \$ 323,750.00 \$ 456.00 \$ 314,520.00 \$ 733.00 \$ 494,715.00 \$ 565.00 \$ 391,375.00 \$ 498.11 \$ 308,632.28 \$ 455.56 \$ 294,273.00 \$					
600.00 \$ 38,000.00 \$ 691.00 \$ 41,460.00 \$ 824.00 \$ 53,040.00 \$ 456.00 \$ 27,320.00 \$ 424.18 \$ 27,630.80 \$ 611.15 \$ 35,659.00 \$					
10,000.00 \$ 139,000.00 \$ 8,311.00 \$ 108,063.00 \$ 9,625.00 \$ 126,123.00 \$ 7,465.00 \$ 97,045.00 \$ 8,728.60 \$ 113,484.80 \$ 6,692.24 \$ 68,570.12 \$					
14,000.00 \$ 42,000.00 \$ 12,791.00 \$ 38,283.00 \$ 20,700.00 \$ 61,200.00 \$ 14,000.00 \$ 42,000.00 \$ 11,620.11 \$ 35,650.53 \$ 7,321.71 \$ 21,855.13 \$					
215.00 \$ 17,050.00 \$ 349.00 \$ 21,633.00 \$ 593.00 \$ 39,456.00 \$ 468.50 \$ 28,923.00 \$ 333.61 \$ 24,403.00 \$ 219.00 \$ 18,740.00 \$					
70.00 \$ 5,500.00 \$ 76.00 \$ 6,030.00 \$ 70.00 \$ 5,500.00 \$ 46.00 \$ 3,650.00 \$ 89.93 \$ 7,514.40 \$ 46.50 \$ 3,720.00 \$					
600.00 \$ 600.00 \$ 2,750.00 \$ 2,750.00 \$ 6,350.00 \$ 6,350.00 \$ 7,250.00 \$ 7,250.00 \$ 2,151.50 \$ 2,151.50 \$ 3,000.00 \$					
60.00 \$ 8,750.00 \$ 66.00 \$ 11,550.00 \$ 66.00 \$ 15,050.00 \$ 57.00 \$ 9,975.00 \$ 72.45 \$ 12,678.75 \$ 35.00 \$ 5,125.00 \$					
17.00 \$ 170.00 \$ 105.00 \$ 1,650.00 \$ 123.00 \$ 1,230.00 \$ 26.00 \$ 230.00 \$ 38.23 \$ 382.30 \$ 20.00 \$ 300.00 \$					
36.00 \$ 1,600.00 \$ 72.00 \$ 3,600.00 \$ 66.00 \$ 3,393.00 \$ 28.35 \$ 1,315.50 \$ 77.69 \$ 3,691.50 \$ 419.00 \$ 5,600.00 \$					
10.00 \$ 6,500.00 \$ 16.00 \$ 10,400.00 \$ 7.60 \$ 4,876.00 \$ 4.15 \$ 2,697.50 \$ 5.18 \$ 3,397.00 \$ 6.70 \$ 4,350.00 \$					
4,400.00 \$ 4,400.00 \$ 7,104.00 \$ 7,104.00 \$ 12,600.00 \$ 12,600.00 \$ 17,650.00 \$ 17,650.00 \$ 6,833.77 \$ 6,833.77 \$ 2,695.00 \$					
1,315,550.00 \$ 1,315,550.00 \$ 2,142,835.39 \$ 2,142,835.39 \$ 1,482,202.35 \$ 1,482,202.35 \$					

Amounts were used to calculate the total price which resulted in the charges entered above.

Minutes, City of Southaven, Southaven, Mississippi

**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY
OF SOUTHAVEN, MISSISSIPPI, GRANTING FREE PORT WAREHOUSE AD
VALOREM TAX EXEMPTION TO GENIE INDUSTRIES, INC. AS AUTHORIZED BY
SECTION 27-31-53 ET SEQ., OF THE MISSISSIPPI CODE (1972), AS AMENDED**

WHEREAS, Genie Industries, Inc. ("Genie") seeks an exemption for free port warehouse ad valorem taxes at its warehouse operation located at 8800 Rostin Road, Southaven, Mississippi to the fullest extent permitted by statute on all personal property held in the applicant's finished good warehouse and transit through the State of Mississippi and which either is moving interstate commerce through or over the territory of the State of Mississippi or is consigned or transferred to Genie's finished goods warehouse for storage in transit to a final destination outside the State of Mississippi; and

WHEREAS, Genie is a foreign corporation organized under the laws of the State of Washington and is qualified to do business in the State of Mississippi since January 1, 2013; and

WHEREAS, Genie has Fifty Two (52) employees and an estimated annual payroll of Three Million, Ninety-One Thousand, One Hundred and Two Dollars (\$3,091,102.00) and benefit package which includes health, dental, vision and 401K, along with an average hourly wage of \$19.48 and estimated sales in the amount of \$500,000,000.00; and

WHEREAS, Genie has filed an Application in triplicate for exemption from free port tax

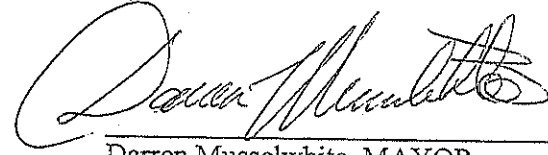
Minutes, City of Southaven, Southaven, Mississippi

1. That Genie ships personal property to a final destination outside the State of Mississippi during the calendar year.
2. That Genie is qualified to make application for exemption.
3. This Mayor and Board of Alderman of the City of Southaven, Mississippi acknowledge Genie's contribution to the economic development to Southaven and believe that it should exercise its discretionary authority to exempt from all free port tax warehouse to the full extent permitted by statute as authorized by Section 27-31-53, et seq. of the Mississippi Code (1972) as amended.
4. That the Clerk of this Board is hereby directed to spread a copy of this Resolution on the minutes of this Board; and that said Clerk shall forward the original and one (1) certified copy of the Application and a certified copy of the transcript of this Resolution approving said Application to the Mississippi Department of Revenue for its approval and certification; and said Clerk shall also forward one (1) certified copy to the Tax Assessor of DeSoto County, Mississippi.

After a full discussion of this matter, ALDERMAN Beshears moved that the foregoing Resolution be adopted. The motion was seconded by ALDERMAN Flores. Upon the question

Minutes, City of Southaven, Southaven, Mississippi

RESOLVED AND DONE, this 17th day of December, 2013.



Darren Musselwhite, MAYOR

ATTEST:



Sheila Heath, CITY CLERK



Minutes, City of Southaven, Southaven, Mississippi

**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY
OF SOUTHAVEN, MISSISSIPPI, GRANTING FREE PORT WAREHOUSE AD
VALOREM TAX EXEMPTION TO TEREX GLOBAL GmbH, INC. AS AUTHORIZED
BY SECTION 27-31-53 ET SEQ., OF THE MISSISSIPPI CODE (1972), AS AMENDED**

WHEREAS, Terex Global GmbH, Inc. ("Terex") seeks an exemption for free port warehouse ad valorem taxes at its warehouse operation located at 8800 Rostin Road, Southaven, Mississippi to the fullest extent permitted by statute on all personal property held in the applicant's finished good warehouse and transit through the State of Mississippi and which either is moving interstate commerce through or over the territory of the State of Mississippi or is consigned or transferred to Terex's finished goods warehouse for storage in transit to a final destination outside the State of Mississippi; and

WHEREAS, Terex is a foreign corporation organized under the laws of Schaffhausen, Switzerland and will be qualified to do business in the State of Mississippi on January 1, 2014; and

WHEREAS, Terex has Fifty Two (52) employees and an estimated annual payroll of Three Million, Ninety-One Thousand, One Hundred and Two Dollars (\$3,091,102.00) and benefit package which includes health, dental, vision and 401K, along with an average hourly wage of \$19.48 and estimated sales in the amount of \$500,000,000.00; and

Minutes, City of Southaven, Southaven, Mississippi

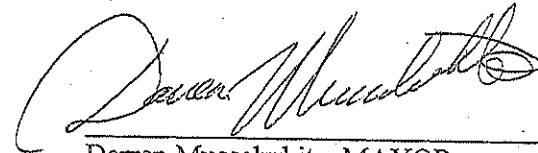
NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Board of Aldermen of the City of Southaven, Mississippi, as follows, to-wit:

1. That Terex ships personal property to a final destination outside the State of Mississippi during the calendar year.
2. That Terex is qualified to make application for exemption.
3. This Mayor and Board of Alderman of the City of Southaven, Mississippi acknowledge Terex's contribution to the economic development to Southaven and believe that it should exercise its discretionary authority to exempt from all free port tax warehouse to the full extent permitted by statute as authorized by Section 27-31-53, et seq. of the Mississippi Code (1972) as amended.
4. That the Clerk of this Board is hereby directed to spread a copy of this Resolution on the minutes of this Board; and that said Clerk shall forward the original and one (1) certified copy of the Application and a certified copy of the transcript of this Resolution approving said Application to the Mississippi Department of Revenue for its approval and certification; and said Clerk shall also forward one (1) certified copy to the Tax Assessor of DeSoto County, Mississippi.

After a full discussion of this matter, ALDERMAN Flores moved that the foregoing

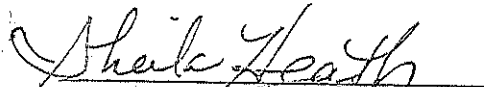
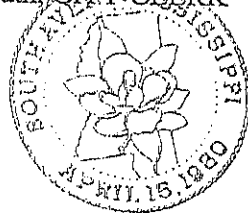
Minutes, City of Southaven, Southaven, Mississippi

RESOLVED AND DONE, this 17th day of December, 2013.



Darren Musselwhite, MAYOR

ATTEST:


Sheila Heath, CITY CLERK

Minutes, City of Southaven, Southaven, Mississippi

P. 1

* * * Communication Result Report (Dec. 20. 2013 10:31AM) * * *

1}

Date/Time: Dec. 20. 2013 10:25AM

File No.	Mode	Destination	Pg(s)	Result	Page Not Sent
1355	Memory TX	916013536980	P. 1	OK	

Reason for error
 1) Hang up or line fall
 2) No answer
 3) Exceeded max. E-mail size
 E. 2) Busy
 E. 4) No facsimile connection



Registration Form (Please print legibly)

Full Name Darren Musselwhite Title Mayor
 City/Organization City of Southaven
 Address 8710 Northwest Drive
 City Southaven State MS Zip 38671
 Phone 662-393-6939 Fax 662-393-7294
 Cell Phone 901-351-3551 E-mail Kfaulkner@southaven.org

Check Applicable
 Conference Registration Fees
 One Registration Form per Attendee
 Early Registration

Mid-Winter Conference Hotels
 (All hotel room blocks open 11/25/13)
 Hilton Jackson
 1001 East County Line Rd

Method of Payment

Check #

Minutes, City of Southaven, Southaven, Mississippi

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI, GRANTING FREE PORT WAREHOUSE AD VALOREM TAX EXEMPTION TO TEREX USA, LLC AS AUTHORIZED BY SECTION 27-31-53 ET SEQ., OF THE MISSISSIPPI CODE (1972), AS AMENDED

WHEREAS, Terex USA, LLC ("Terex") seeks an exemption for free port warehouse ad valorem taxes at its warehouse operation located at 8800 Rostin Road, Southaven, Mississippi to the fullest extent permitted by statute on all personal property held in the applicant's finished good warehouse and transit through the State of Mississippi and which either is moving interstate commerce through or over the territory of the State of Mississippi or is consigned or transferred to Terex's finished goods warehouse for storage in transit to a final destination outside the State of Mississippi; and

WHEREAS, Terex is a foreign corporation organized under the laws of the State of Delaware and will be qualified to do business in the State of Mississippi since January 1, 2013; and

WHEREAS, Terex has Fifty Two (52) employees and an estimated annual payroll of Three Million, Ninety-One Thousand, One Hundred and Two Dollars (\$3,091,102.00) and benefit package which includes health, dental, vision and 401K, along with an average hourly wage of \$19.48 and estimated sales in the amount of \$500,000,000.00; and

Minutes, City of Southaven, Southaven, Mississippi

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

1. That Terex ships personal property to a final destination outside the State of Mississippi during the calendar year.
2. That Terex is qualified to make application for exemption.
3. This Mayor and Board of Alderman of the City of Southaven, Mississippi acknowledge Terex's contribution to the economic development to Southaven and believe that it should exercise its discretionary authority to exempt from all free port tax warehouse to the full extent permitted by statute as authorized by Section 27-31-53, et seq. of the Mississippi Code (1972) as amended.
4. That the Clerk of this Board is hereby directed to spread a copy of this Resolution on the minutes of this Board; and that said Clerk shall forward the original and one (1) certified copy of the Application and a certified copy of the transcript of this Resolution approving said Application to the Mississippi Department of Revenue for its approval and certification; and said Clerk shall also forward one (1) certified copy to the Tax Assessor of DeSoto County, Mississippi.

After a full discussion of this matter, ALDERMAN Flores moved that the foregoing

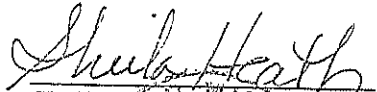
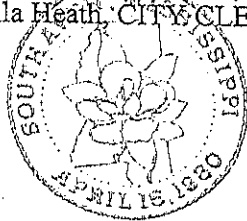
Minutes, City of Southaven, Southaven, Mississippi

RESOLVED AND DONE, this 17th day of December, 2013.



Darren Musselwhite, MAYOR

ATTEST:


Sheila Heath, CITY CLERK

Minutes, City of Southaven, Southaven, Mississippi

ROW-800
Rev. 07-03

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

UTILITY AGREEMENT

Federal Aid Project Number HSIP-2920-00(008), 104911/201000

DeSoto County

This agreement entered into this day by and between City of Southaven hereinafter referred to as the COMPANY, and the Mississippi Transportation Commission, hereinafter referred to as the COMMISSION, for the adjustment of the transmission and/or distribution facilities of the Company necessitated by the construction of a highway under the Mississippi Federal Aid Program.

1. That the COMMISSION will submit a project for highway construction, being a section of the highway between Star Landing Road and Licenses Drive known as US No. 51 in DeSoto County, and to be designed as HSIP-2920-00(008), 104911/201000; and will recommend its approval by the Federal Highway Administration for construction with funds apportioned to the State under Federal Aid allotment; and,
2. That right of way for the proposed new road will pass over and include certain property interests of the COMPANY as defined by Paragraph 107(a) of Federal Highway Administration 23CFR645A upon which it has heretofore constructed and is now maintaining its force main sewer facilities, which property interest will be more particularly described and located according to plans agreeable to both parties; and,
3. That the proposed highway construction will necessitate certain adjustment, removals and/or alterations of the existing facilities of the COMPANY as shown by the COMPANY'S plans and estimate of cost attached hereto and made a part of this agreement by reference; and,
4. That the proposed adjustment will not result in a credit for accrued depreciation of the COMPANY'S system; and,
5. That the COMPANY hereby certifies it is not eligible for 100% reimbursement of utility relocation costs in accordance with Senate Bill 2183 or Senate Bill 2250 amending Section 65-1-8, Mississippi Code 1972 Annotated (certification attached as ATTACHMENT A).
6. That the COMPANY will make the necessary adjustments, removals or alterations in its facilities at a total estimated cost of approximately \$ 108,380.00 as shown by the COMPANY'S estimate. That the total estimated cost to the COMMISSION for actual non-betterment work will be approximately \$108,380.00, 100 %; and that the total estimated cost of the work to be done at the expense of the COMPANY will be approximately \$ 0.00 0 %; and,

Minutes, City of Southaven, Southaven, Mississippi

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Rev. 07-03
PAGE 2

as shown by the COMPANY'S estimate is regularly performed for the COMPANY and under which the lowest available costs are developed. The name of the Contractor is listed in the COMPANY'S estimate; and,

9. That the method used by the COMPANY in developing the relocation costs except for Lump-Sum shall be in accordance with Paragraph 117 of 23CFR645A. Indicate here if Lump-Sum ☐ or Actual Cost ☒; and,

10. That the COMPANY shall make the most economical type adjustments, removal, and/or alterations of its facilities as will satisfactorily meet the same service requirements of the old facility; and,

11. That the COMMISSION will reimburse the COMPANY the cost of work done here under, as hereinbefore provided for, but the liability of COMMISSION shall not exceed 115% of its assigned share of the estimated net Actual Cost without a Supplemental Utility Agreement agreed to by the parties and executed prior to COMMISSION's payment of the final bill, and COMMISSION shall reimburse COMPANY only for costs that are eligible for payment according to 23 CFR 645A; and,

12. That all cost records of the COMPANY pertaining to the project will be subject at any time before final audit to inspection by representatives of the COMMISSION and the Federal Highway Administration; and,

13. It is understood that the project herein contemplated is to be financed from funds appropriated by the Federal Government and expended under Federal regulations; that all plans, estimates of cost, specifications, awards of contracts, acceptance of work and procedure in general are subject at all times to all Federal laws, rules, regulations, orders and approval applying to it as a Federal Project, as well as all Buy America requirements as specified in 23 U.S.C. 313 and 23 CFR 635; and that the COMMISSION shall reimburse the COMPANY as provided above for only such items of work and expense and in such amounts and forms as are proper and eligible for payment according to 23CFR645A; and,

14. It is understood and agreed by and between the parties hereto that adjustments, removals, and/or alterations of the facilities to be made shall be made according to the plans and estimates attached hereto, which plans and estimates are hereby approved as to sufficiency thereof, and are incorporated herein and made a part hereof, and the COMMISSION shall pay the cost thereof according to the terms of this agreement, subject only to the provisions of paragraph 10 above. For the same consideration to be paid herein, the COMPANY does hereby agree to subordinate unto the COMMISSION such surface rights, subsurface rights or air rights, as the case maybe, in and to the property interests covered by this agreement, to the full extent of the needs and demands of the COMMISSION in its use thereof for the purpose of this agreement. Further, should the COMMISSION find it

Minutes, City of Southaven, Southaven, Mississippi

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PAGE 3

IN WITNESS WHEREOF, the parties hereto have affixed their respective corporate names and seals through their duly authorized officers this the 17 day of Dec, A.D., 2015.

City of Southaven
NAME OF COMPANY

Witness as to Company

[Signature]

Andrea Mulla

Witness as to Commission

BY

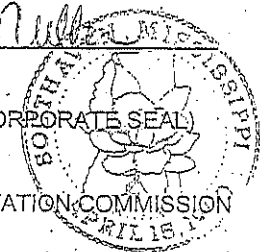
Title

[Signature] Mayor

Attest

Andrea Mulla

(CORPORATE SEAL)



MISSISSIPPI TRANSPORTATION COMMISSION

BY

Executive Director

BOOK _____ PAGES _____ & _____

Attest

Secretary

Minutes, City of Southaven, Southaven, Mississippi

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Rev. 07-03
PAGE 4

ATTACHMENT A

CERTIFICATION

COMPANY hereby certifies it is not eligible for 100% reimbursement of utility relocation costs in accordance with Senate Bill 2183 or Senate Bill 2250 amending Section 65-1-8, Mississippi Code 1972 Annotated, and the MDOT will be notified, immediately, in the event of any change in status of eligibility. By this certification, COMPANY understands that, should it be determined that this certification of eligibility was falsified by mistake or otherwise does not meet the Legal requirements, reimbursement of utility relocation costs will be based on property interest; and that COMPANY would be held responsible for the reimbursement of costs expended by the MDOT.

IN WITNESS WHEREOF, the parties hereto have affixed their respective corporate names and seals through their duly authorized officers this the 17th day of Dec., A.D., 2013.

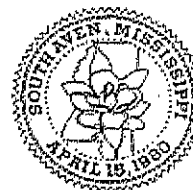
City of Southaven
NAME OF COMPANY

BY
Title

Attest

Witness as to Company

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:	Dec 17, 2013
Public Hearing Body:	Board of Alderman
Applicant:	New Heart Mennonite Fellowship 307 Southwick Drive Southaven, MS 38671 c/o Stan Miller 662-312-1557
Total Acreage:	0.75 acres
Existing Zone:	Planned Commercial (C-4)
Location of Subdivision application:	North side of Stateline Road, west

Minutes, City of Southaven, Southaven, Mississippi

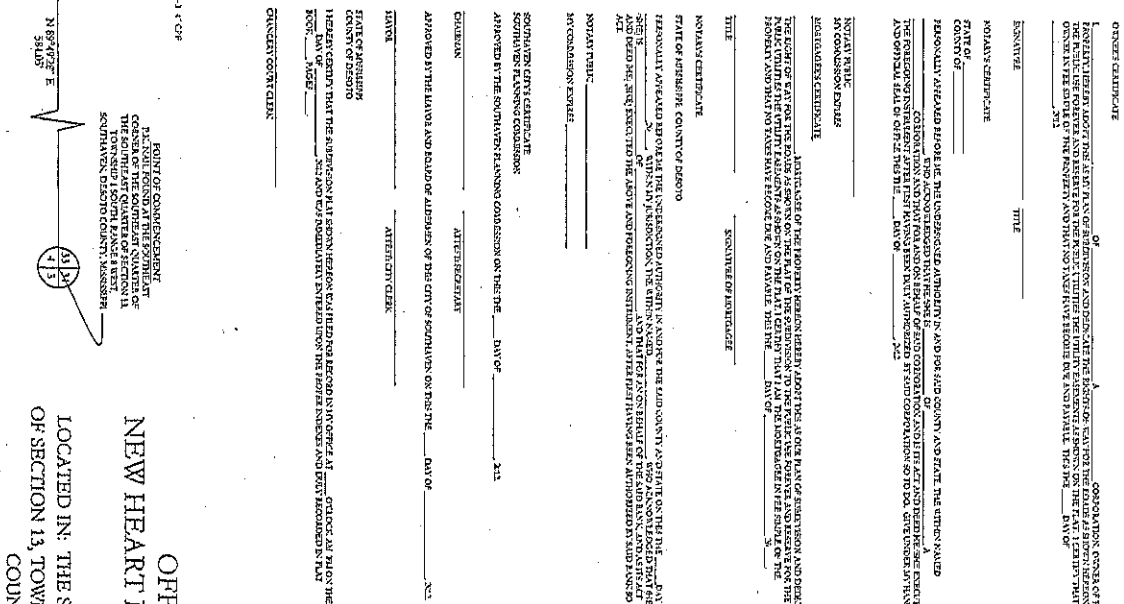
Staff Recommendations:

Staff has seen this type of development in the past which seems to have worked out well. The applicant has been made aware of the improvements necessary to the site both structurally and aesthetically, including landscaping, building façade and parking lot improvements. Staff would ask that the applicant provide a note on the plat concerning maintenance of the open space area and the identified responsible party. With all of this in mind, staff recommends approval.

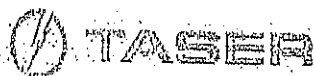
**Planning Commission
Recommendation:**

**Motion made by:
Seconded by:**

OFF
NEW HEART
LOCATED IN: THESE
OF SECTION 13, TOWNSHIP
COUNTY



Minutes, City of Southaven, Southaven, Mississippi



Prepared By Brian Hays
Company Name TASER International
Company Address 17800 N. 85th Street
Scottsdale, AZ 85255-9603
US
Phone (480) 463-2177
E-mail bhays@taser.com

Created Date 12/6/2013
Fax (888) 837-6802
Expiration Date 12/31/2013
Quote Number 00019223

Customer Information

Account Name SOUTHAVEN POLICE DEPT.
Contact Name Timothy Allred
AX Account Number 108603

Email tallred@southaven.org
Fax (662) 393-7138
Phone (662) 393-8654

Shipping and Billing Information

Bill To Name SOUTHAVEN POLICE DEPT.
Bill To 8710 NORTHWEST DR.
Southaven, MS 38671
US

Ship To Name SOUTHAVEN POLICE DEPT.
Ship To 8710 NORTHWEST DR.
Southaven, MS 38671
US

Part Number	Description	Quantity	Unit Price	Total Price
44203	CARTRIDGE - 25' HYBRID	50.00	USD 25.95	USD 1,297.50
44200	Cartridge - 21'	50.00	USD 22.95	USD 1,147.50
26700	DPM Battery PK Assembled	24.00	USD 34.95	USD 838.80
26550	X26E KIT - BLACK/BLACK, DPM, W/O HOLSTER	8.00	USD 831.00	USD 6,648.00

Subtotal USD 9,931.80

Total Price USD 9,931.80

Minutes, City of Southaven, Southaven, Mississippi

Professional Services Agreement and a Statement of Work. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to TASER that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Quote Acceptance:

Signature:

Printed Name:

Title:

Email:

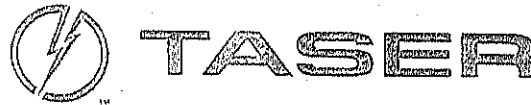
Date:

PO Not Required:

PO Number:

Minutes, City of Southaven, Southaven, Mississippi

Title: TASER Sole Source Letter
Department: Sales/Customer Service
Version: 1.0
Release Date: 1/28/2013



17800 N. 85th St. * Scottsdale, Arizona * 85255 * 1-480-991-0797 * Fax 1-480-991-0791 * www.taser.com

January 31, 2013

SOLE SOURCE LETTER FOR TASER INTERNATIONAL PRODUCTS

This letter is to confirm TASER International is the sole source manufacturer of the following TASER® brand products:

- Conducted Electrical Weapons (CEWs):
 1. TASER X2™ Models: 22002 and 22003.
 2. TASER X3® Models: 33209 and 33210.
 3. TASER X26™ Models: 26511, 26523, 26550, 26512, 26524, 26549.
 4. TASER X26P™ Models: 11002 and 11003.
 5. TASER X3W™ Models: 33228 and 33229.
- Optional Extended Warranties for CEWs:
 1. X2 - 4-year extended warranty, item number 22014.
 2. X26 - 1-year extended warranty, item number 26730.
 3. X26 - 4-year extended warranty, item number 26744.
 4. X26P - 2-year extended warranty, item number 11008.
 5. X26P - 4-year extended warranty, item number 11004.
 6. X3 - 1-year extended warranty, item number 33500.
 7. X3 - 3-year extended warranty, item number 33501.
 8. X3W - 1-year extended warranty, item number 33503.
 9. X3W - 2-year extended warranty, item number 33502.
- TASER CEW cartridges (compatible with the X26 and X26P; required for these CEWs to function in the probe deployment mode):
 1. 15-foot Model 34200.
 2. 21-foot Model 44200.
 3. 21-foot non-conductive Model 44205.
 4. 25-foot Model 44203.

Minutes, City of Southaven, Southaven, Mississippi

Title: TASER Sole Source Letter
Department: Sales/Customer Service
Version: 1.0
Release Date: 1/28/2013

1. TASER CAM HD replacement battery, Model 26764.
 2. TASER CAM HD Download Kit, Model 26762.
 3. TASER CAM HD optional 4-year extended warranty, Item Number 26763.
- Power Modules for X26 CEW: Digital Power Magazine (DPM) Model 26700; eXtended Digital Power Magazine (XDPM) Model 26701; and Controlled Digital Power Magazine (CDPM), Models 26702 and 26703.
 - Power Modules for X26P and X2 CEWs: Performance Power Magazine (PPM) Model 22010; Tactical Performance Power Magazine (TPPM) Model 22012; and Automatic Shut-Down Performance Power Magazine (APPM) Model 22011.
 - Power Module for X3 and X3W CEWs: Enhanced Digital Power Magazine (EPM) Model 33203
 - TASER Blast Door Repair Kit Model 44019 and TASER Blast Door Replenishment Kit Model 44023
 - AXONflex™ system:
 1. AXONflex Kit, Model 73030
 2. AXONflex Controller, Model 73001
 3. Evidence Transfer Manager (ETM).
 1. 6 dock ETM, Model 73016.
 2. 12 dock ETM, Model 73048

AUTHORIZED TASER DISTRIBUTOR FOR TASER PRODUCTS	SOLE AUTHORIZED REPAIR FACILITY TASER BRAND PRODUCTS
TASER International, Inc. 17800 N. 85 th Street Scottsdale, AZ 85255 Phone: 480-905-2000 or 800-978-2737 Fax: 480-991-0791	TASER International, Inc. 17800 N. 85 th Street Scottsdale, AZ 85255 Phone: 480-905-2000 or 800-978-2737 Fax: 480-991-0791

Please contact us at 1-800-978-2737 with any questions.

Minutes, City of Southaven, Southaven, Mississippi

Position	Department	Start Date	Rate of Pay
Prosecutor	Court - 125	December 5, 2013	\$15,587.00 annual

Classification	New Classification	Effective Date	Rate of Pay
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Element	Action Taken	Effective Date	With/Without Pay
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Position	Department	Termination Date	Rate of Pay
Per Il	Police - 211	December 3, 2013	\$18.74
Vendor	Court - 125	December 4, 2013	\$15,587.00 annual

Minutes, City of Southaven, Southaven, Mississippi

RESOLUTION OF CITY OF SOUTHAVEN BOARD OF ALDERMAN ESTABLISHING A VEHICLE POLICY

WHEREAS, the City of Southaven ("City") Board of Alderman desire to establish policies and requirements for those individuals who use City Vehicles; and

WHEREAS, the City Board of Alderman desire this policy to implement procedures and policies for City Vehicle use and provide instruction and guidance for certain situations; and

WHEREAS, it is the intention of the City based upon the recommendation of the Southaven City Mayor and Administrator that this Policy be implemented and adopted by the City Board; and

NOW THEREFORE, be it resolved as follows:

1. The City of Southaven Board of Alderman hereby adopts the City of Southaven Vehicle Policy.
2. The City Mayor and City Administrator shall be responsible for implementing this Policy.
3. This policy shall be effective immediately upon passage by the City Board.

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

Alderman William Brooks	YES
Alderman Kristian Kelly	YES
Alderman Shirley Beshears	YES
Alderman George Payne	YES
Alderman Joel Gallagher	YES
Alderman Scott Ferguson	YES
Alderman Raymond Flores	YES

RESOLVED AND DONE, this 17th day of December, 2013.

Minutes, City of Southaven, Southaven, Mississippi

W. CITY VEHICLE POLICY

The City of Southaven ("City") by statutory authority may assign vehicles to employees when deemed necessary in order to discharge their daily job functions. It is imperative for all employees assigned a City vehicle to understand it is a privilege and not a mandatory requirement by the Board of Alderman or a City department and all are required to follow the established policies set forth or be subject to forfeiture of City vehicle. A vehicle assignment may be incidental, a routine assignment used to fulfill an employees' job description, or authorized take-home vehicle assignment.

It is incumbent upon all operators of City vehicles to follow all motor vehicle laws and rules of the road, and to operate City vehicles in a safe and courteous manner. It is recognized that this policy may not cover all instances and examples of acceptable vehicle usage. It is also understood due to the variety and different applications of uses of city vehicles city Departments such as Public Safety (Police, Fire, EMS) have additional policies and Standard Operating Guidelines that apply to the operation of city vehicles. In cases not specifically covered in this policy, the employee is responsible to utilize common sense and seek clarification from their immediate supervisor or Department Head. Failure to adhere to this may result in disciplinary actions. The City reserves the right to deny any employee the use of a City vehicle. The City may also choose not to indemnify an employee failing to adhere to the policies and procedures contained in this policy.

I. ASSIGNMENT

A. A City vehicle may be assigned to an employee when deemed necessary and cost effective to carry out the daily functions and responsibilities of a particular job or position.

B. A vehicle assignment will be a determination by the department head and/or the City Administrator and if necessary by the Mayor.

C. Once a vehicle assignment has been made to an employee all applicable state and local laws, and shall be followed.

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- C. Only regular octane gasoline and diesel fuel may be purchased with a gasoline account card.
- D. All gasoline fuel receipts shall be kept and turned in to each department head or his or her designee in order to track gasoline fuel consumption and reconcile all billing statements.
- E. Random departmental and individual audits of gasoline fuel accounts may occur at any time without prior notice. Misuse of gasoline account cards may result in loss of vehicle privileges and/or other disciplinary action in accordance with the City of Southaven Personnel Manual and laws.
- F. Any deviation from the gasoline fuel account card policy due to problems incurred while purchasing fuel must be approved by department head and must be appropriate for the vehicle.

III. DRIVER'S LICENSE REQUIREMENTS

City of Southaven employees operating City vehicles or operating personal, rental or other vehicles while on City business must adhere to the following:

- A. No employee may operate a City vehicle without a current valid state issued driver's license.
- B. An employee is required to report any moving traffic violation received while operating a City vehicle to his or her department head in accordance with the City's Accident Reporting Procedures as detailed within the Employee Policies and Procedures Handbook. Random driving record audits will be performed to ensure employees who are assigned vehicles maintain safe driving practices.
- C. If an employee is required to drive a motor vehicle in connection with City employment and his or her driver's license is suspended, cancelled or revoked for any reason (i.e., DUI, excessive traffic violations) he or she must report the loss of license immediately in writing to his or her department head. Driving privileges will be immediately revoked upon a conviction that includes suspension or revocation.
- D. The department head will forward any notification or traffic violation of license suspension to

Minutes, City of Southaven, Southaven, Mississippi

IV. PERSONAL USE

A. All City vehicles will be used for official City business only. Take home vehicles may not be used for incidental personal use once employee has arrived at place of residence with vehicle after working hours. Upon permission by a Department's Standard Operating Guideline and approved by the Department Head, a City vehicle may be used for incidental personal use under the following conditions:

1. The incidental personal use must be within one mile of the most direct route of the official business.
2. Any measurable amount of elapsed time during incidental personal use shall not be charged as time worked.
3. It is during normal business hours.

B. Violations of personal use policy will result in loss of vehicle privileges and is subject to disciplinary action in accordance with the City of Southaven Personnel Manual.

V. TAKE HOME POLICY

A. A take home vehicle is a City-owned automobile which is permanently assigned to a specific employee who has been granted the authority to drive the vehicle to and from work (24-hour per day assignment).

B. The City's primary interest in controlling take-home vehicles is to achieve a balance between the need to provide staff with a means to perform their job functions and the need to demonstrate the prudent use of public resources by minimizing unnecessary costs and liabilities associated with take home vehicles.

C. Take home vehicles shall be assigned by the Mayor and/or the City Administrator to City employees when determined it is reasonable and necessary for said employee to fully discharge his or her duties for the City and when such use would be for the benefit of the City.

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3. Legal Compliance – demonstrate compliance with not only applicable state statutes, but also federal tax code requirements
4. Cost Considerations – minimize number of take home vehicles thus reducing additional costs
5. Liability – reduces exposure to vehicle and personnel accidents
6. Necessity – ultimate need to carry out employee's job functions

G. Employees taking home City owned vehicles must comply with all applicable laws of the State of Mississippi and local jurisdictions. Take home vehicles may not be used to conduct any personal business unless incidental as stated in Section IV. Personal use does not qualify as incidental once vehicle reaches employee's place of residence.

H. With regard to the Southaven Police and Fire Departments, the following policies apply:

1. Emergency response vehicles will only be issued to personnel who maintain a residence inside the City of Southaven. This residence requirement applies to all personnel other than those on call who would have to respond from their residence. Emergency personnel, who are considered to be on call and reside outside the city limits, but within Desoto County, may be issued a take home vehicle at the discretion of the department head.
2. The issuance of a vehicle will be made at the discretion of the respective Chief of the Department and he/she has the final authority to assign vehicles on a case by case basis to any officer not meeting the standards of vehicle assignment.

I. The take home use of a City vehicle is considered a taxable benefit by the Internal Revenue Service (IRS). All employees receiving such benefit shall comply with all state and federal tax reporting guidelines.

VI. ADDITIONAL REQUIREMENTS

A. Each employee assigned a City vehicle must comply with the following additional requirements:

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5. Check oil and tire pressure on a regular basis and wash vehicle as needed.
6. Interior of vehicle shall be clean at all times.
7. Bring vehicle in for scheduled service and make arrangements for an alternate vehicle while being serviced.
8. Unauthorized person(s) shall not operate a city vehicle under, except when necessary in an emergency.
9. Report any citations (both moving and parking violations) to the department head immediately and complete written report when applicable. Traffic citations, including parking citations will be the responsibility of the employee.
10. Leave vehicle legally parked with doors locked and windows up when unattended. All take home vehicles shall be parked off the street at night. Keys removed.
11. Observe all traffic laws and drive in a safe and courteous manner.
12. Carry and maintain at all times a valid state issued driver's license (appropriate for vehicle, i.e., commercial) when operating a City vehicle.
13. Vehicles shall not idle for longer than five (5) minutes. If a vehicle is stationary for more than five (5) minutes (other than waiting for traffic), vehicle shall be turned off. It is understood that vehicles used for emergency purposes (i.e. Police, Fire) may idle for periods longer than five (5) minutes.

14. Use the vehicle only for official business.

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17. Must not drive on City business if the driver has caused 3 or more at-fault accidents or received three or more traffic tickets or moving violations within the past eighteen months.

18. Non-employees, off-duty employees, unauthorized persons and animals are not permitted in City vehicles at any time, without the express permission of the driver's Department Head.

19. Hitchhikers are prohibited in City vehicles at any time.

VII. REPORTING OF ACCIDENTS AND DAMAGE

A. Any accident or damage incurred or caused while operating a City vehicle; or personal, rental or other vehicle on City business, must be promptly reported to the local police and the City's Department of Risk Management and Safety.

B. When you have been in an accident in a City vehicle or while on City business you must:

1. Get immediate medical aid if you are injured

2. Keep calm and do not argue

3. Make no statements or admissions concerning fault or responsibility for the accident

4. Do not offer or agree to make payments for the accident or suggest City will do so

5. Notify the local police

6. Discuss the accident only with police officers or representatives of the City's Department of Risk Management and Safety

7. Record as much information as you can on all of the other parties to the accident. This

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Although accident/incident investigation is a reactive process, a comprehensive accident reporting and investigation process is a proactive measure that can effectively prevent or minimize future accidents/incidents. This operating procedure establishes a systematic process to ensure that accidents are properly reported in a timely manner, that all causes (direct and contributory) are thoroughly identified and that the appropriate corrective actions are taken.

Regardless of the situation, the following procedure MUST be followed in the event of an accident while in a City owned vehicle:

1. Stop immediately and investigate even when the accident appears to be minor.
2. If someone is hurt or if there is a danger of fire, call 911 to request assistance.
(I.e. Law Enforcement, Fire Department Ambulance, Rescue Squad)
3. Make no express or implied admission or liability or fault. Do not make an expression of apology or sorrow.
4. Notify your supervisor immediately.
5. Make written notes of the details of the accident while at the scene. Do not wait until later.
6. Do not give information concerning the accident to anyone unless the party requesting it is an authorized official.
7. Do not discuss the accident with insurance agents, news personnel, adjusters or attorneys without express permission from your supervisor and City attorney.
8. Complete the Motor Vehicle Accident Report with supervisor/manager.

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City of Southaven Docket of Claims



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35687	0	211968	424	A TO Z ADVERTISING	B ELDRED 2014 ALLOT	\$211.00
35847	0	212421	424	A TO Z ADVERTISING	D PARTAIN 2014 ALLOT	\$143.94
35686	0	211967	424	A TO Z ADVERTISING	G PRUETT 2014 ALLOT	\$195.96
35696	0	211966	424	A TO Z ADVERTISING	J WHEELER 2014 ALLOT	\$99.96
35707	0	212373	424	A TO Z ADVERTISING	M STEWART 2014 ALLOT	\$53.94
35803	0	212414	424	A TO Z ADVERTISING	POLICE/SCOUTS	\$132.24
35713	0	211965	424	A TO Z ADVERTISING	PR FLASHLIGHTS - SPD	\$477.28
35906	0	212422	424	A TO Z ADVERTISING	T ROBINSON 2014 ALLOT	\$250.96
35723	0	212408	424	A TO Z ADVERTISING	VIP SAFETY VESTS	\$308.32
42926	0	212309	21	A-1 FIRE PROTECTION	EXTINGUISHER SERVICES	\$40.00
42927	0	212310	21	A-1 FIRE PROTECTION	EXTINGUISHER SERVICES	\$40.00
42900	0	212306	21	A-1 FIRE PROTECTION	EXTINGUISHER SERVICES	\$141.00
42928	0	212312	21	A-1 FIRE PROTECTION	F. E. SERVICES	\$544.00
42929	0	212314	21	A-1 FIRE PROTECTION	F. E. SERVICES	\$1,111.00
42932	0	212321	21	A-1 FIRE PROTECTION	F.E. SERVICES	\$40.00
42899	0	212336	21	A-1 FIRE PROTECTION	F.E. SERVICES	\$40.00

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42894	0	212327	21	A-1 FIRE PROTECTION	F.E. SERVICES	\$90.00
42933	0	212322	21	A-1 FIRE PROTECTION	F.E. SERVICES	\$114.00
42891	0	212324	21	A-1 FIRE PROTECTION	F.E. SERVICES	\$120.00
42931	0	212318	21	A-1 FIRE PROTECTION	F.E. SERVICES	\$160.00
42892	0	212325	21	A-1 FIRE PROTECTION	F.E. SERVICES	\$188.00
42893	0	212326	21	A-1 FIRE PROTECTION	F.E. SERVICES	\$226.00
42890	0	212323	21	A-1 FIRE PROTECTION	F.E. SERVICES	\$241.00

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FY14DUES	0	212442	17135	AFMM	MEMBERSHIP DUES - SMITH/HAVENS/SHELEY	\$225.00
113992	0	212292	883	AMERICAN TIRE REPAIR	TIRE SERVICES	\$100.50
121013	0	212412	151	APCO INTERNATIONAL	J HITT - RENEWAL INSTRUCTOR	\$95.00
581-4942930	0	211990	156	ARAMARK UNIFORM SERV	RECERTIFICATION	\$228.56
581-4942929	0	211997	156	ARAMARK UNIFORM SERV	MATS @ CITY HALL	\$108.21
581-4946415	0	212087	156	ARAMARK UNIFORM SERV	MATS @ COURT	\$108.21
581-4946416	0	212337	156	ARAMARK UNIFORM SERV	MATS @ COURT	\$228.56
25249	0	212148	20972	ARMSTRONG PAMELA	RUBBER MATS	\$23.12
FY2014	0	212272	18274	ASFFPM	YEARLY DUES - R SMITH/ R HAVENS/ B SHELEY	\$420.00
280936771213	0	212003	13136	AT&T	PHONE SERVICE - COURT	\$180.39
393500581213	0	212005	13136	AT&T	PHONE SERVICE - PARKS	\$151.79
030381481213	113176	211860	166	AT&T	PHONE SERVICES - CITY HALL	\$418.49
030047421213	113176	211859	166	AT&T	PHONE SERVICES - FIRE	\$123.66
112813	0	212118	1167	AT&T MOBILITY	ACCT #5622800258	\$67.42
287251681213	0	212445	1167	AT&T MOBILITY	PHONE SERVICES - UTILITIES	\$154.28
820538661213	0	212527	1167	AT&T MOBILITY	SCADA LINES FOR LIFT STATIONS	\$90.50
7730-3FY14	0	212459	1145	ATMOS ENERGY	1320 BROOKHAVEN DR	\$117.27
3113-3FY14	0	212457	1145	ATMOS ENERGY	385 MAIN ST	\$711.38
6899-2FY14	0	212460	1145	ATMOS ENERGY	8891 NORTHWEST DR - POLICE	\$470.01
4209-3FY14	0	212462	1145	ATMOS ENERGY	8779 WHITWORTH - FIRE	\$17.81
6401-2FY14	0	212461	1145	ATMOS ENERGY	8779 WHITWORTH - UTILITIES	\$119.65
6337-3FY14	0	212463	1145	ATMOS ENERGY	8779 WHITWORTH ST - FIRE	\$30.59

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4408-2FY14	0	212458	1145	ATMOS ENERGY	8891 NORTHWEST DR - COURT	\$279.36
6459-2FY14	113177	211856	1145	ATMOS ENERGY	3335 PINE TAR ALLEY - PARKS	\$373.44
6721-2FY14	113177	211854	1145	ATMOS ENERGY	5813 PEPPERCHASE - PUBLIC WORKS	\$40.29
6445-2FY14	113177	211852	1145	ATMOS ENERGY	5813 PEPPERCHASE - PUBLIC WORKS	\$464.82
6196-2FY14	113177	211853	1145	ATMOS ENERGY	5813 PEPPERCHASE - PUBLIC WORKS	\$913.94
8239-2FY14	113177	211857	1145	ATMOS ENERGY	6070 SNOWDEN LN	\$204.90

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100	0	212340	15869	C E ROBERTSON CONSTR	SEWER TAP - 3258 FOXDALE LOOP	\$4,905.00
924824122	0	212018	6738	CALLAWAY GOLF	YELLOW BALLS - RANGE	\$2,475.00
640032	0	211963	668	CAMPER CITY USA INC	MOUNT/BALL FOR TRAILER (UNIT 403)	\$114.00
1897-169958	0	212242	993	CARQUEST AUTO PARTS	MATERIALS FOR SHOP	\$123.48
1897-190048	0	212243	993	CARQUEST AUTO PARTS	MATERIALS FOR STREETS	\$339.12
121013	0	212136	4392	CARSON DANIEL	SOCCER REF	\$50.00
121013	0	212137	2574	CARSON, MICHAELA	SOCCER REF	\$250.00
HJ12886	0	212223	739	CDW GOVERNMENT INC	BATTERY FOR CAMCORDER	\$152.15
HH47542	0	212218	739	CDW GOVERNMENT INC	CAMCORDER FOR IT	\$1,731.10
HD87683	0	212395	739	CDW GOVERNMENT INC	INK/NETWORK STORAGE FOR IT	\$1,016.73
HG74530	0	212219	739	CDW GOVERNMENT INC	IT I PAD FOR TM	\$511.95
HF10552	0	212394	739	CDW GOVERNMENT INC	IT SUPPLIES (MICHAEL TABLET)	\$1,002.56
HK24043	0	212220	739	CDW GOVERNMENT INC	MIC & CASE FOR CAMCORDER	\$297.90
121113AM	0	212532	16889	CENTER FOR GOVERN	SPRING SESSION -A MULLEN	\$200.00
32498	0	212449	16158	CENTRAL BATTERY	MATERIALS FOR SHOP	\$25.00
32482	0	212293	16158	CENTRAL BATTERY	MATERIALS FOR SHOP	\$130.00
25254	0	212153	19287	CHAMBERLAIN & MCCREE		\$79.11
25247	0	212146	18237	CHAMBLISS BUILDERS		\$88.90
25273	0	212172	18237	CHAMBLISS BUILDERS		\$112.76
25267	0	212166	18237	CHAMBLISS BUILDERS		\$113.09
121013	0	212138	18253	CHAN DAVID	SOCCER REF	\$125.00
121113	0	212435	5829	CHANDLER RICHARD	REIMBURSE 2014 CLOTHING ALLOT	\$153.76

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25289	0	212189	20997	CHARLES & LIZ STOTT		\$125.00
12796	0	212438	19700	CHOICE TOWING	3033 - TOW	\$50.00
12795	0	212437	19700	CHOICE TOWING	3050 TOW	\$50.00
3202	0	212081	20964	CIGNA	EMS BILLING REFUND	\$399.03
10-FINAL	0	212479	16525	CIVIL CONCEPTS, INC.	AUTUMN WOODS	\$69,245.92
2185	0	212400	18221	CIVIL-LINK, LLC	COE FLOOD ASSISTANCE	\$682.50
2191	0	212255	18221	CIVIL-LINK, LLC	COE MAPPING PROJECT	\$42,508.82

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911329011213	113178	211862	2351	COMCAST	1334 E. GOODMAN RD - UTILITIES	\$104.85
884491011213	113179	211861	2351	COMCAST	7525 GREENBROOK - SCADA PLANT - UTILITIES	\$84.85
458807011213	113180	211866	2351	COMCAST	INTERNET - PARKS	\$490.77
202092	0	212365	543	COMSERV SERVICES	3043 INSTALL EQUIPMENT	\$789.50
202092	0	212384	543	COMSERV SERVICES	3079 - RADIO SWAP	\$80.90
39416	0	212403	17845	CONCERN	DEC 2013 MTHLY BILLING	\$412.50
4304	0	212482	16582	CONTRACTORS SUPPLY P	TOOTH FOR CAT BACKHOE	\$145.00
9367	0	212105	5606	CONTROLLED SYSTEM CO.	PROCESSOR CONTROLLER - STEWART SHIRE LS	\$767.90
122	0	212078	20961	COPELAND ANN C	EMS BILLING REFUND	\$17.26
1121666	0	212264	18474	CORDOVA CONCRETE	5425 WOODCHASE - REPAIR STORM DRAIN	\$205.00
285273	0	212418	836	COUNTRY FORD INC	3001 - PINION SEAL	\$148.46
285208	0	212419	836	COUNTRY FORD INC	3033 CYLINDER HEAD TEMP SENSOR	\$615.02
285206	0	212420	836	COUNTRY FORD INC	3050 - AIR FLOW SENSOR	\$352.08
284922	0	211969	836	COUNTRY FORD INC	3065 - AXLE/BEARING/SEAL	\$605.99
285160	0	212417	836	COUNTRY FORD INC	3066 - COOLING FAN ASSY	\$504.77
284879	0	211964	836	COUNTRY FORD INC	3067 - HEAD LAMP/BULBS/CONNECTORS	\$122.99
121013	0	212139	3546	COX DAVID R JR	SOCCER REF	\$75.00
30740000045	0	212358	19311	CREDIT BUREAU SYSTEM	NOV 2013 EMS COLLECTIONS	\$270.54
120213	113181	211651	1339	CREDIT CARD CENTER	CREDIT CARD CENTER - SHEILA HEATH	\$2,221.79
25284	0	212183	20992	CREECH MINDY (REMAX		\$110.83
NOV2013	0	211996	962	CRIME STOPPERS	NOV 2013	\$1,587.26
25310	0	212209	21015	CROSBY JEFF		\$5.88

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1407	0	212247	12576	D&J'S CLEANING SERVI	CLEANING AT PD	\$995.00
1406	0	212246	12576	D&J'S CLEANING SERVI	CLEANING AT PUBLIC WORKS	\$225.00
1410	0	212456	12576	D&J'S CLEANING SERVI	CLEANING AT PUBLIC WORKS	\$225.00
1405	0	212244	12576	D&J'S CLEANING SERVI	CLEANING AT SPAC	\$100.00
1409	0	212248	12576	D&J'S CLEANING SERVI	CLEANING AT SPAC	\$100.00
1404	0	212245	12576	D&J'S CLEANING SERVI	CLEANING AT SPAC	\$150.00
1408	0	212245	12576	D&J'S CLEANING SERVI	CLEANING AT SPAC	\$150.00

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154614	0	211950	182	DESOTO FAMILY MEDICA	J STEELANDT PHYSICAL (NEW HIRE)	\$80.00
154958	0	211936	182	DESOTO FAMILY MEDICA	L SHEPPARD PHYSICAL	\$40.00
154643	0	211949	182	DESOTO FAMILY MEDICA	M JOINER PHYSICAL (NEW HIRE)	\$80.00
155576	0	212363	182	DESOTO FAMILY MEDICA	P TAYLOR - PRE EMPLOYMENT SCREENING	\$80.00
155595	0	212364	182	DESOTO FAMILY MEDICA	R PHELPS - PRE EMPLOYMENT SCREENING	\$80.00
154647	0	211947	182	DESOTO FAMILY MEDICA	T BYRD PHYSICAL (NEW HIRE)	\$80.00
300051288	0	212345	1185	DESOTO TIMES-TRIBUNE	INDOOR SOCCER ADS	\$71.20
300051131	0	212346	1185	DESOTO TIMES-TRIBUNE	INDOOR SOCCER ADS	\$71.20
300050693	0	212348	1185	DESOTO TIMES-TRIBUNE	INDOOR SOCCER ADS	\$71.20
300052339	0	212349	1185	DESOTO TIMES-TRIBUNE	INDOOR SOCCER ADS	\$71.20
300052478	0	212350	1185	DESOTO TIMES-TRIBUNE	INDOOR SOCCER ADS	\$71.20
300052135	0	212352	1185	DESOTO TIMES-TRIBUNE	INDOOR SOCCER ADS	\$71.20
300052007	0	212353	1185	DESOTO TIMES-TRIBUNE	INDOOR SOCCER ADS	\$71.20
300051717	0	212355	1185	DESOTO TIMES-TRIBUNE	INDOOR SOCCER ADS	\$71.20
300051603	0	212356	1185	DESOTO TIMES-TRIBUNE	INDOOR SOCCER ADS	\$71.20
300050848	0	212347	1185	DESOTO TIMES-TRIBUNE	INDOOR SOCCER ADS	\$106.88
300052250	0	212351	1185	DESOTO TIMES-TRIBUNE	INDOOR SOCCER ADS	\$106.88
300051836	0	212354	1185	DESOTO TIMES-TRIBUNE	INDOOR SOCCER ADS	\$106.88
300051491	0	212357	1185	DESOTO TIMES-TRIBUNE	INDOOR SOCCER ADS	\$106.88
300053931	0	212112	1185	DESOTO TIMES-TRIBUNE	VALIDATION BONDS	\$14.50
300053932	0	212113	1185	DESOTO TIMES-TRIBUNE	VALIDATION BONDS	\$14.50
25253	0	212152	20976	DEVEREUX (KONRAD) VA		\$57.21

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M1701	0	212374	20454	DIRECTEX	ART FOR DNA KIT	\$80.00
25265	0	212164	18897	DISTINCTIVE PROPERTI		\$15.18
121013	0	212140	20749	DONALDSON JORDAN	SOCCER REF	\$105.00
2013001377	0	212286	17266	DOOR PRO, INC	OVERHEAD DOOR REPAIR AT F.S. #4	\$156.00
25250	0	212149	20973	DUBOIS CORY & JENNIF		\$29.11
2736	0	212273	4640	ECHOLS GROUP	DEC 2013 LOBBYING	\$1,500.00
470	0	212073	20957	EDWARDS NANCY F	EMS BILLING REFUND	\$100.00

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7783-3FY14	0	212512	966	ENTERGY	4005 COLLEGE RD	\$20.21
0206-3FY14	0	212495	966	ENTERGY	4154 DAVIS RD ST CLAIR LIFT STATION	\$38.72
5948-3FY14	0	212508	966	ENTERGY	SEWER LIFT 4446 AIRWAYS BLVD	\$1,089.17
3152-3FY14	0	212500	966	ENTERGY	483 CHURCH RD	\$32.33
8005-3FY14	0	212510	966	ENTERGY	4830 AIRWAYS BLVD	\$17.67
1735-3FY14	0	212501	966	ENTERGY	5795 PEPPERCHASE DR	\$42.17
0180-3FY14	0	212505	966	ENTERGY	5813 PEPPERCHASE DR	\$10.44
3121-3FY14	0	212521	966	ENTERGY	5813 PEPPERCHASE DR	\$1,380.66
3570-3FY14	0	212511	966	ENTERGY	6052 ELMORE CD SIREN	\$23.57
3825-3FY14	0	212517	966	ENTERGY	6145 AIRWAYS BLVD	\$49.03
4743-3FY14	0	212497	966	ENTERGY	6200 GETWELL CD SIREN	\$23.49
8867-3FY14	0	212520	966	ENTERGY	6345 AIRWAYS BLVD	\$26.76
8941-3FY14	0	212519	966	ENTERGY	6610 AIRWAYS BLVD	\$24.76
9183-3FY14	0	212496	966	ENTERGY	6715 HOSPITALITY RD	\$125.54
2954-3FY14	0	212518	966	ENTERGY	6875 AIRWAYS BLVD	\$24.54
6398-3FY14	0	212525	966	ENTERGY	750 BROOKSIDE RD	\$20.21
0470-3FY14	0	212516	966	ENTERGY	85 CHURCH RD E	\$28.51
4535-3FY14	0	212522	966	ENTERGY	982 CHURCH RD E	\$23.01
1660-3FY14	0	212523	966	ENTERGY	CHANCEY COVE LOT 4	\$58.29
8101-3FY14	0	212494	966	ENTERGY	E/S FLORA LEE DR LIFT PUMP	\$226.13
2526-3FY14	0	212489	966	ENTERGY	GROVE MEADOW LIFT STATION	\$97.45
2476-3FY14	0	212490	966	ENTERGY	LEGENDS LAGOON	\$194.88

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5704-3FY14	0	212498	966	ENTERGY	MS 302 & TCHULAHOMA RD	\$71.67
2004-3FY14	0	212502	966	ENTERGY	MS 302 @ GETWELL	\$71.67
5670-3FY14	0	212493	966	ENTERGY	SWEETWATER ST	\$504.19
8714-3FY14	0	212487	966	ENTERGY	TURMAN DR	\$121.64
7658-3FY14	0	212486	966	ENTERGY	WOODLAND TRACE SOUTH	\$12.33
121013	0	212383	17353	FOX JUSTIN	2014 ALLOT CLOTHING	\$319.15

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1102117157	0	211987	494	GATEWAY TIRE & SERVI	2003 F250 O/C	\$38.90
25257	0	212156	20979	GILLESPIE TARHONDA-R		\$29.11
111613-3033	0	211938	474	GLEN'S GARAGE	3033 TOW	\$50.00
25309	0	212208	20553	GMA PROPERTIES LLC %		\$3.26
902044801	0	212378	19912	GOODYEAR TIRE	TIRES (SHOP)	\$566.52
182-112013	0	212267	5839	GOV DEALS	SALE OF SURPLUS EQUIPMENT/VEHICLES	\$987.06
117398426	0	212343	216	GRASSLAND IRRIGATION	WINTERIZATION - PARKS BLDG	\$90.00
117398380	0	212034	216	GRASSLAND IRRIGATION	WINTERIZATION @ AMPHITHEATER	\$90.00
117398378	0	212036	216	GRASSLAND IRRIGATION	WINTERIZATION @ AMPHITHEATER	\$232.00
117398370	0	212032	216	GRASSLAND IRRIGATION	WINTERIZATION @ PERFORMING ARTS CTR	\$90.00
117398408	0	212038	216	GRASSLAND IRRIGATION	WINTERIZATION SOCCER COMPLEX	\$478.50
969572205	0	212276	5072	GRAYBAR ELECTRIC	FREIGHT CHARGE FOR CUSTOM CABLES	\$16.05
14577076	0	212424	18342	GREAT AMERICA LEASIN	AUDIO SECURITY SYSTEM - SPD	\$276.06
14577077	0	212423	18342	GREAT AMERICA LEASIN	SECURITY SYSTEM @ SPD	\$1,129.00
120413	0	212030	20465	GRIFFIN RAVONDA L	SPECIAL PROSECUTOR 12/4	\$200.00
25294	0	212193	21002	HAJOSTEK ROSEMARY		\$1.77
121013	0	212141	14344	HALFORD JEFFERY	SOCCER REF	\$50.00
19632	0	212088	13790	HANCOCK BANK	REF: SOUTHCT1208	\$1,035.00
B777318	0	211979	11578	HD SUPPLY WATERWORK	COUPLINGS	\$117.32
B787499	0	212044	11578	HD SUPPLY WATERWORK	COUPLINGS (STOCK SUPPLY)	\$135.40
B746398	0	211980	11578	HD SUPPLY WATERWORK	PIPE COMPOUND / TEFLON TAPE / REPAIR CLAMP	\$708.38
B815764	0	212269	11578	HD SUPPLY WATERWORK	SEWER PARTS FOR SNOWDEN	\$156.46

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120913	0	212134	1230	HEATH, SHEILA	PER DIEM - MIDWEST CITY, OK	\$205.00
9207575-04	0	212234	16050	HENRY SCHEIN INC	MEDICAL SUPPLIES	\$200.00
9207412-02	0	212235	16050	HENRY SCHEIN INC	MEDICAL SUPPLIES	\$309.48
9207575-05	0	212232	16050	HENRY SCHEIN INC	MEDICAL SUPPLIES	\$819.00
50156	0	212282	224	HERNANDO EQUIPMENT	MATERIALS	\$194.28
6540	0	211977	379	HERNDON ELECRC	REPLACED BAD RECEPTICLE IN WATER DEPT @ CITY HALL	\$96.00
556	0	212434	14106	HERO GEAR	CID HOLSTERS	\$420.00

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129138	0	212228	1146	IDEAL CHEMICAL	(PER BID CONTRACT) FLUORIDE	\$592.00
129133	0	212229	1146	IDEAL CHEMICAL	(PER BID CONTRACT) FLUORIDE	\$592.00
129136	0	212230	1146	IDEAL CHEMICAL	(PER BID CONTRACT) FLUORIDE	\$592.00
129137	0	212221	1146	IDEAL CHEMICAL	(PER BID CONTRACT) FLUORIDE & LIME	\$599.25
129134	0	212226	1146	IDEAL CHEMICAL	(PER BID CONTRACT) FLUORIDE & LIME	\$599.25
129132	0	212224	1146	IDEAL CHEMICAL	(PER BID CONTRACT) FLUORIDE & LIME	\$811.00
COZF1224063	0	212432	14326	INFORMATION INFORM	NOV 2013 NCIC SUPPORT	\$224.00
30219	0	212426	949	INTEGRATED COMMUNICA	DEC 2013 MTHLY SERVICE AGREEMENT	\$1,880.00
2921	0	211962	949	INTEGRATED COMMUNICA	KNOB, FREQUENCY	\$54.96
FY2014	0	212260	6433	IPMA-HR	MEMBERSHIP - C WILSON	\$200.00
JAB3171	0	212283	12714	IRON MOUNTAIN	SECURE FILE - STORAGE SERVICES	\$1,808.79
344325	0	211991	17185	J.L. DARLING CORP	WATER PROOF PAPER	\$70.13
121113	0	212393	17293	JAMES EDWARD T	REIMBURSE UNIFORM EXPENSE	\$25.67
25283	0	212182	20991	JEFFREY ADAM N		\$29.58
25268	0	212167	9672	JOHNNY COLEMAN BLDERS		\$110.36
25277	0	212176	9672	JOHNNY COLEMAN BLDERS		\$110.36
25276	0	212176	9672	JOHNNY COLEMAN BLDERS		\$110.63
25283	0	212182	9672	JOHNNY COLEMAN BLDERS		\$111.30
25272	0	212171	9672	JOHNNY COLEMAN BLDERS		\$269.33
112013	0	211984	4489	JOHNSON CINDY	ZUMBA INSTRUCTOR	\$495.00
25302	0	212201	21009	JONES RICHARD		\$4.84
25305	0	212204	21009	JONES RICHARD		\$5.29

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25296	0	212195	21003	JORBERT PABLO		\$87.06
25296	0	212185	20994	K & G INVESTMENTS LL		\$100.00
4853770-FY14	0	212466	17796	KEITH S. COLLINS	3770 CHANCEY CV LOT 4 - BIENNIAL HOME OWNERS DUES	\$231.53
4853784-FY14	0	212467	17796	KEITH S. COLLINS	3784 CHANCEY CV LOT 5 - BIENNIAL HOME OWNERS DUES	\$231.53
479	0	212074	20958	LAMB BARBARA	EMS BILLING REFUND	\$78.14
153932	0	212407	2725	LANDERS DODGE	3068 - REPLACED FUEL PUMP	\$881.50

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918973	0	211934	5044	LOWE'S HOME CENTERS,	SFD - CREDIT	\$-318.75
917541	0	211933	5044	LOWE'S HOME CENTERS,	SFD - CREDIT	\$-158.20
912052	0	211903	5044	LOWE'S HOME CENTERS,	SFD - DRILL	\$189.05
902602	0	211925	5044	LOWE'S HOME CENTERS,	SFD - EXTENSION CORDS	\$9.47
927194	0	211932	5044	LOWE'S HOME CENTERS,	SFD - KEY LATCHES FOR FIRE/NED 1	\$8.42
911658	0	211929	5044	LOWE'S HOME CENTERS,	SFD - MATERIALS FOR STATIONS 1/3	\$9.55
914675	0	211927	5044	LOWE'S HOME CENTERS,	SFD - SUPPLIES	\$5.83
908824	0	211919	5044	LOWE'S HOME CENTERS,	SFD - VAPORIZER / EXT CORD	\$58.77
981361	0	211906	5044	LOWE'S HOME CENTERS,	CONNECTORS SFD 2ND FLOOR - DISHWASHER	\$479.25
903609	0	211911	5044	LOWE'S HOME CENTERS,	SFD ALL STATIONS - BATTERIES	\$20.40
902264	0	211901	5044	LOWE'S HOME CENTERS,	SOUTHERN LIGHTS	\$43.84
901598	0	211904	5044	LOWE'S HOME CENTERS,	SOUTHERN LIGHTS	\$68.24
910856	0	211909	5044	LOWE'S HOME CENTERS,	SOUTHERN LIGHTS	\$75.40
909363	0	211913	5044	LOWE'S HOME CENTERS,	SOUTHERN LIGHTS	\$86.58
909710	0	211908	5044	LOWE'S HOME CENTERS,	SOUTHERN LIGHTS	\$96.74
927307	0	211900	5044	LOWE'S HOME CENTERS,	SOUTHERN LIGHTS	\$104.13
910305	0	211922	5044	LOWE'S HOME CENTERS,	SOUTHERN LIGHTS	\$180.20
902996A	0	211902	5044	LOWE'S HOME CENTERS,	SOUTHERN LIGHTS	\$284.05
911859	0	211912	5044	LOWE'S HOME CENTERS,	SOUTHERN LIGHTS	\$475.41
912211	0	211916	5044	LOWE'S HOME CENTERS,	SPACE HEATERS FOR LIFT STATIONS	\$71.92
910341	0	211898	5044	LOWE'S HOME CENTERS,	SPD - EVIDENCE MATERIALS	\$52.37
912876A	0	211907	5044	LOWE'S HOME CENTERS,	SPD - MATERIALS FOR RANGE	\$18.95

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911122	0	211921	5044	LOWE'S HOME CENTERS,	SPD - TRAFFIC SUPPLIES	\$138.21
910678	0	211897	5044	LOWE'S HOME CENTERS,	STATION 2/3 - FLOORMATS / VENTS	\$86.30
901308	0	211923	5044	LOWE'S HOME CENTERS,	UTILITY DEPT - MISC SHOP SUPPLIES	\$237.34
902950	0	211899	5044	LOWE'S HOME CENTERS,	UTILITY DEPT - SHOP MATERIALS	\$99.49
910964	0	211910	5044	LOWE'S HOME CENTERS,	UTILITY DEPT - SHOP MATERIALS	\$180.29
917830	0	211914	5044	LOWE'S HOME CENTERS,	UTILITY DEPT CREDIT	\$-56.98
910379	0	211905	5044	LOWE'S HOME CENTERS,	WATER DEPT - VACUUM	\$214.00

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DEC2013	0	212094	16393	MEARS HAROLD	CELL PHONE REIMBURSEMENT	\$25.00
121113	0	212468	16393	MEARS HAROLD	REIMBURSE UNIFORM EXPENSE	\$25.67
309172253SHF1	0	212068	5891	MEDICAID OF MISSISSI	EMS BILLING REFUND	\$76.93
309090907SHF1	0	212089	5891	MEDICAID OF MISSISSI	EMS BILLING REFUND	\$83.17
0058982-IN	0	212279	18772	MEDICAL ACCOUNTS REC	NOV 2013 EMS BILLING	\$4,280.25
0455206-IN	0	212125	1193	MEMPHIS BEARING AND	BEARINGS FOR EQUIPMENT REPAIR	\$39.80
195433	0	212045	354	METER SERVICE AND SU	2" RISERS	\$2,450.00
195486	0	211973	354	METER SERVICE AND SU	2" WATER METERS	\$1,248.00
195487	0	212258	354	METER SERVICE AND SU	3/4" WATER METERS	\$6,675.00
195434	0	212055	354	METER SERVICE AND SU	STORM DRAIN MATERIALS	\$1,265.50
194553	0	212002	354	METER SERVICE AND SU	WATER METERS	\$2,444.00
460316	0	212039	6685	MID SOUTH DIGITAL	A-1282 COPIER - POLICE	\$851.37
460208	0	212031	6685	MID SOUTH DIGITAL	A-1364 COPIER - POLICE NARCOTICS	\$148.03
460212	0	212035	6685	MID SOUTH DIGITAL	A-1468 COPIER - MAYOR'S OFFICE	\$55.44
460176	0	212026	6685	MID SOUTH DIGITAL	A-1666 COPIER - IT DEPT	\$2.67
460215	0	212037	6685	MID SOUTH DIGITAL	A-1776 COPIER - FIRE	\$46.33
460251	0	212023	6685	MID SOUTH DIGITAL	A-1860 COPIER - CITY CLERK'S OFFICE	\$11.39
460210	0	212033	6685	MID SOUTH DIGITAL	A-1861 COPIER - ARTS & CULTURAL	\$507.94
460255	0	212024	6685	MID SOUTH DIGITAL	A-2388 COPIER - COURT	\$38.43
460256	0	212025	6685	MID SOUTH DIGITAL	A-2406 COPIER - PARKS	\$29.35
460186	0	212027	6685	MID SOUTH DIGITAL	A-2615 COPIER - PARKS	\$6.58
460206	0	212028	6685	MID SOUTH DIGITAL	A-2761 COPIER - COURT	\$18.31

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460207	0	212029	6685	MID SOUTH DIGITAL	A-2762 COPIER - COURT	\$2.84
460249	0	212021	6685	MID SOUTH DIGITAL	A-3190 COPIER - WATER	\$20.88
460595	0	212042	6685	MID SOUTH DIGITAL	A-4738 COPIER - POLICE	\$5.92
460383	0	212016	6685	MID SOUTH DIGITAL	A-2214 COPIER - PARKS	\$2.58
460291	0	212019	6685	MID SOUTH DIGITAL	A-3957 COPIER - POLICE	\$270.89
460346	0	212015	6685	MID SOUTH DIGITAL	A-4675 COPIER - COURT	\$159.35

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39752	0	212359	5407	NORTH MS. TWO-WAY CO	EQUIPMENT REMOVAL	\$75.00
39811	0	211974	5407	NORTH MS. TWO-WAY CO	LIGHT BAR / STROBE KIT	\$733.40
592470071213	0	212000	1105	NORTHCENTRAL ELECTRI	RIVER PTE. DR #5714	\$84.28
592470081213	0	212341	1105	NORTHCENTRAL ELECTRI	STREET LIGHTS	\$1,300.05
592470091213	113183	211863	1105	NORTHCENTRAL ELECTRI	FREEMAN LN 3750 - PARKS	\$211.59
592470011213	113183	211865	1105	NORTHCENTRAL ELECTRI	GOODMAN RD - 3541 - UTILITIES	\$49.20
592470021213	113183	211864	1105	NORTHCENTRAL ELECTRI	MALONE RD - PARKS	\$193.80
25261	0	212160	20983	NOWELL MIKE		\$0.72
12613	0	212227	20966	NW MS ELECTRIC INC	CITY HALL & P.D. EMERGENCY GEN. REPAIR	\$2,325.00
1257-130570	0	211942	7304	O'REILLYS AUTO PARTS	2253 BATTERY	\$100.04
1257-132144	0	212436	7304	O'REILLYS AUTO PARTS	3051 - BATTERY	\$103.76
1257-132289	0	212096	7304	O'REILLYS AUTO PARTS	ANTIFREEZE/WIPER BLADES - PUMP TRUCK	\$97.24
1791-285904	0	212095	7304	O'REILLYS AUTO PARTS	BELTS FOR CASTLE RIDGE LS	\$25.00
1257-130711	0	211941	7304	O'REILLYS AUTO PARTS	CIRCUIT TESTER	\$13.99
1791-285936	0	212097	7304	O'REILLYS AUTO PARTS	CREDIT	\$-0.56
1257-122701	0	212475	7304	O'REILLYS AUTO PARTS	LIGHT	\$3.99
1791-286060	0	212257	7304	O'REILLYS AUTO PARTS	LIGHT BULBS - TRUCK 830	\$33.12
1257-132489	0	212451	7304	O'REILLYS AUTO PARTS	MATERIALS FOR SHOP	\$68.18
1257-130617	0	212065	7304	O'REILLYS AUTO PARTS	MATERIALS FOR SHOP	\$104.88
1257-132573	0	212450	7304	O'REILLYS AUTO PARTS	MATERIALS FOR SHOP	\$113.00
1257-131132	0	212291	7304	O'REILLYS AUTO PARTS	MATERIALS FOR STREETS	\$56.96
1791-285616	0	212315	7304	O'REILLYS AUTO PARTS	RAIN-X FOR APPARATUS - SFD	\$17.97

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1791-279685	0	212474	7304	O'REILLYS AUTO PARTS	SHOP SUPPLIES	\$57.05
1257-124860	0	212476	7304	O'REILLYS AUTO PARTS	TIE DOWNS - UTILITY DEPT	\$31.97
1257-132036	0	212104	7304	O'REILLYS AUTO PARTS	TRUCK 810 - AIR FILTER/FUEL TREATMENT/TAIL LIGHT	\$70.22
1791-285735	0	212098	7304	O'REILLYS AUTO PARTS	WIPER BLADES / STARTING FLUID	\$23.37
354942	0	212263	20969	OAK HALL INDUSTRIES	TRUCK 822	\$484.95
687315953001	0	212366	7600	OFFICE DEPOT	ROBE FOR JUDGE DELGADO	\$62.85
1634776075	0	212481	7600	OFFICE DEPOT	ADDRESS LABELS - SPD	\$99.00
					IPAD CASE FOR IT	

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0196599	0	212054	993	PARAMOUNT UNIFORMS R	UNIFORMS	\$27.78
0197883	0	212288	993	PARAMOUNT UNIFORMS R	UNIFORMS	\$27.78
0199233	0	212454	993	PARAMOUNT UNIFORMS R	UNIFORMS	\$27.78
0196599	0	212056	993	PARAMOUNT UNIFORMS R	UNIFORMS	\$100.15
0197884	0	212297	993	PARAMOUNT UNIFORMS R	UNIFORMS	\$100.15
0199234	0	212455	993	PARAMOUNT UNIFORMS R	UNIFORMS	\$100.15
0198284	0	212059	993	PARAMOUNT UNIFORMS R	UNIFORMS - BLDG DEPT	\$6.53
199616	0	212480	993	PARAMOUNT UNIFORMS R	UNIFORMS - BLDG DEPT	\$6.53
0196937	0	212043	993	PARAMOUNT UNIFORMS R	UNIFORMS - GOLF	\$37.38
0198253	0	212116	993	PARAMOUNT UNIFORMS R	UNIFORMS - GOLF	\$37.38
0195650	0	212041	993	PARAMOUNT UNIFORMS R	UNIFORMS - GOLF	\$59.38
0198567	0	212127	993	PARAMOUNT UNIFORMS R	UNIFORMS - PARKS	\$328.90
0197229	0	211981	993	PARAMOUNT UNIFORMS R	UNIFORMS - PARKS DEPT	\$319.90
0199232	0	212099	993	PARAMOUNT UNIFORMS R	UNIFORMS - UTILITY DEPT	\$128.19
0197882	0	212107	993	PARAMOUNT UNIFORMS R	UNIFORMS - UTILITY DEPT	\$166.54
1090	0	211978	18943	PATSY CLEEN COMMERC	CLEANING @ CITY HALL & COURT	\$2,399.00
1091	0	212089	18943	PATSY CLEEN COMMERC	CLEANING @ TENNIS CTR	\$310.00
07469	0	212114	615	PAYNES LOCKSMITH SER	GOLF COURSE - REPAIRS ON SOUTH	\$96.25
07470	0	212288	615	PAYNES LOCKSMITH SER	ENTRY DOOR	\$80.00
07465	0	212067	615	PAYNES LOCKSMITH SER	LOCK SERVICES	\$85.00
07468	0	212287	615	PAYNES LOCKSMITH SER	LOCK SERVICES AT PUBLIC WORKS	\$120.00
07471	0	212115	615	PAYNES LOCKSMITH SER	REPAIRS @ CHERRY VALLEY	\$250.00

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25248	0	212147	20971	PERKINS JAMES JR		\$1.20
121013	0	212142	18255	PHILLIPS ERIC	SOCCER REF	\$75.00
25298	0	212187	20996	POLITE MONIFA		\$97.60
25298	0	212197	21005	POWELL JESSIE		\$9.11
83349	0	212214	544	PRECISION DELTA CORP	AMMUNITION STATE CONTRACT	\$25,352.20
25285	0	212184	20993	PRUETT HUILU & MARK		\$99.23

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000352	0	211887	1361	SAM'S CLUB DIRECT	PARKS - CONCESSIONS	\$68.58
004328	0	211893	1361	SAM'S CLUB DIRECT	PARKS - CONCESSIONS	\$109.68
007613	0	211888	1361	SAM'S CLUB DIRECT	SENIOR SERVICES LUNCHEON	\$75.31
009406	0	211890	1361	SAM'S CLUB DIRECT	SFD - CREDIT	\$-428.00
003555	0	211889	1361	SAM'S CLUB DIRECT	SFD - SUPPLIES FOR ALL STATIONS	\$1,186.80
003698	0	211891	1361	SAM'S CLUB DIRECT	SPD - HALLOWEEN CANDY	\$690.90
25259	0	212158	20981	SARTIN RICHARD		\$36.77
25304	0	212203	21011	SCHOLLING REBECCA &		\$50.00
434	0	212072	20956	SEGARS MARGARET	EMS BILLING REFUND	\$64.58
464050	0	211958	387	SHAPIRO UNIFORMS	B PECOR 2014 ALLOT	\$183.70
464046	0	211957	387	SHAPIRO UNIFORMS	C RESPESS 2014 ALLOT	\$381.70
464263	0	212430	387	SHAPIRO UNIFORMS	E SAMMIS 2014 ALLOT	\$227.85
464178	0	212382	387	SHAPIRO UNIFORMS	F SIMS 2014 ALLOT	\$67.70
464043	0	211956	387	SHAPIRO UNIFORMS	G SMOROWSKI 2014 ALLOT	\$69.95
464128	0	211955	387	SHAPIRO UNIFORMS	G STACKS 2014 ALLOT	\$86.90
464343	0	212524	387	SHAPIRO UNIFORMS	J HYLE (NEW HIRE)	\$64.85
464151	0	212381	387	SHAPIRO UNIFORMS	J INIGUEZ 2014 ALLOT	\$476.45
464342	0	212526	387	SHAPIRO UNIFORMS	J KYLE BADGES	\$435.15
464125	0	211954	387	SHAPIRO UNIFORMS	L HOLLIDAY 2014 ALLOT	\$35.00
464237	0	212428	387	SHAPIRO UNIFORMS	L LANCASTER 2014 ALLOT	\$499.80
464118	0	211953	387	SHAPIRO UNIFORMS	M SMITH 2014 ALLOT	\$159.80
464055	0	211959	387	SHAPIRO UNIFORMS	T BURNHAM 2014 ALLOT	\$74.95

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9451-2	0	212122	1104	SHERWIN WILLIAMS SOU	PAINT FOR JUDGES STAND @	\$129.37
4403541	113175	211849	19345	SIEMENS PUBLIC, INC	CHRISTMAS PARADE	\$23,916.80
89301	0	212124	611	SIGNS & STUFF	S&T ENERGY SAVINGS EQUIPMENT	\$792.50
89267	0	212040	611	SIGNS & STUFF	RENTAL	\$60.00
25308	0	212207	21014	SINQUEFIELD JOY	CHRISTMAS PARADE 2013	\$5.59
25266	0	212165	20985	SKY LAKE CONSTRUCTIO	GOLF TEE #3 SIGN	\$112.30
25262	0	212161	20984	SMITH GRACE		

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92131	0	211944	1102	SOUTHAVEN SUPPLY	PIPE CONNECTOR - SPD	\$13.58
93986	0	212265	1102	SOUTHAVEN SUPPLY	SHOP SUPPLIES	\$138.95
92920	0	212013	1102	SOUTHAVEN SUPPLY	SOUTHERN LIGHTS	\$332.00
4717	0	212473	14403	SOUTHEASTERN SECURIT	EMPLOYMENT SCREENINGS	\$55.50
120213	0	212339	18521	SOUTHERN TELECOMMUNI	PHONE SERVICES, ALARMS,	\$1,258.98
120513	0	212371	13449	SPROUSE RALIEGH	DISPATCHERS	
695814	0	212405	20854	STANLEY STEEMER	MEALS REIMBURSEMENT - FIRE	\$47.51
25313	43226	212533	4304	STATE TAX COMMISSION	ACADEMY	
NOV2013	0	211994	955	STATE TREASURER	CLEANING @ GREENBROOK WATER	\$150.00
4004498935	0	212332	601	STERICYCLE INC	PLANT	
120913	113409	212084	2354	STEWART, STEVE	NOV 2013 SALES TAX PAID.	\$490.89
103582	0	212338	701	SUNBELT FIRE APPARAT	NOV 2013 MONTHLY ASSESSMENT	\$75,107.06
002-0107161	0	212289	440	SUNRISE BUILDERS SUP	SUPPLIES FOR SHELTER	\$456.70
0112873-IN	0	212280	7500	SWEEPING CORPORATION	REIMBURSEMENT CHECK FOR BUG	\$3,610.00
0112872-IN	0	212277	7500	SWEEPING CORPORATION	MONEY	
0112871-IN	0	212275	7500	SWEEPING CORPORATION	T1 - OUTRIGGER SENSOR REPAIRS	\$365.69
0112876-IN	0	212271	7500	SWEEPING CORPORATION	MATERIALS FOR TRAILER	\$84.42
8998	0	212110	5938	T & B TRUCK REPAIR	NOV 2013 I-55 SWEPT	\$2,081.32
5929	0	212258	2349	TANK PRO INC	NOV. 2013 STREET SWEEPING	\$1,973.17
25256	0	212155	20978	TAYLOR ELIZABETH	RESIDENTIAL STREET SWEEPING	\$1,157.78
28607	0	212281	5045	TENNESSEE DOOR & HAR	RESIDENTIAL STREET SWEEPING	\$8,097.18
FC18864	0	212362	4069	TESSCO	TRUCK 825 PM SERVICE / HYDRAULIC	\$1,855.23
					CYLINDERS	
					ANNUAL MAINTENANCE - PER	\$21,250.00
					CONTRACT	
						\$29.11
					MATERIALS FOR REPAIR	\$19.75
					CHARGES	\$2.58

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310081	0	212528	4069	TESSCO	OXYGEN	\$52.45
309861	0	212361	4069	TESSCO	OXYGEN	\$60.00
308533	0	212001	4069	TESSCO	OXYGEN	\$82.25
2001	0	211972	6817	THE SHOP	LETTERING - CROWN VICS	\$225.00
120913	0	212135	2594	THOMAS MASTIN	PER DIEM - MIDWEST CITY, OK	\$205.00
WO310059906	0	212109	715	THOMPSON MACHINERY	GENERATOR REPAIRS	\$270.54
25607	0					

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25311	0	212210	21016	TRINITY BAPTIST SRA		\$1,839.76
29791	0	211946	19681	TRIPLE N GLASS LLC	ADJUSTED DOORS @ BOOKING	\$65.00
22490-00	0	212369	1114	UNION AUTO PARTS	ENTRANCE - SPD 3004 ROTORS/PADS	\$172.15
18621-00	0	212375	1114	UNION AUTO PARTS	3033 SENSOR	\$34.03
20883-00	0	212370	1114	UNION AUTO PARTS	3033 SPARK PLUGS	\$24.88
23815-00	0	212410	1114	UNION AUTO PARTS	3045 - PADS	\$48.07
22151-00	0	212409	1114	UNION AUTO PARTS	F250 ELEMENT ASSY	\$21.13
18991-00	0	212296	1114	UNION AUTO PARTS	MATERIALS FOR SHOP	\$233.94
19518-00	0	212372	1114	UNION AUTO PARTS	NARCOTICS - PADS/ROTORS	\$133.77
7785-00	0	211945	1114	UNION AUTO PARTS	OIL (SHOP)	\$135.12
22071-00	0	212367	1114	UNION AUTO PARTS	OIL - SHOP / 3033 FUEL CAP	\$287.68
17532-00	0	212376	1114	UNION AUTO PARTS	WIPER BLADES (SHOP)	\$3.63
17544-00	0	212377	1114	UNION AUTO PARTS	WIPER BLADES (SHOP)	\$65.34
69680-1	0	212447	16517	UPCHURCH SERVICES, L	HVAC SERVICES - PARKS	\$64.00
69680	0	212446	16517	UPCHURCH SERVICES, L	HVAC SERVICES - PARKS	\$262.50
C10109	0	212303	16517	UPCHURCH SERVICES, L	PREV. MAINT. HVAC	\$1,733.75
9715577156	0	212216	1095	VERIZON WIRELESS	SPD MIFI'S	\$224.20
3080553	0	212009	8127	WASTE CONNECTIONS OF	3335 PINE TAR ALLEY (PARKS OFFICE)	\$108.55
3083193	0	212007	8127	WASTE CONNECTIONS OF	4700 STATELINE RD (SOCCER COMPLEX)	\$121.46
3082969	0	212010	8127	WASTE CONNECTIONS OF	7360 HWY 51 (ARENA)	\$119.23
3082791	0	212006	8127	WASTE CONNECTIONS OF	7505 CHERRY VALLEY	\$118.67
3083857	0	212052	8127	WASTE CONNECTIONS OF	8554 NORTHWEST DRIVE	\$233.12

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3083722	0	212053	8127	WASTE CONNECTIONS OF	CITY HALL / SPD	\$518.44
3084508	0	212285	8127	WASTE CONNECTIONS OF	CURBSIDE RECYCLING PROGRAM	\$32,655.68
25291	0	212190	20899	WEBSTER SHERRIE		\$24.14
00115623	0	212360	17215	WELSCO, INC	OXYGEN	\$63.75
25290	0	212189	20998	WEST LORI - RENTAL		\$220.55
25275	0	212174	19643	WESTIN HOMES, LLC.		\$110.36
34247	0	212020	11134	WHITFIELD	ADDED CIRCUITS FOR SOUTHERN	\$320.25

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48-OR	0	212388	223	CROW'S TRUCK SERVICE	CREDIT	\$-364.00
04	0	212391	223	CROW'S TRUCK SERVICE	ENGINE 6 REPAIRS	\$5,326.48
48A	0	212530	223	CROW'S TRUCK SERVICE	REPAIR TO AIR SYSTEM	\$364.00
891	0	212390	223	CROW'S TRUCK SERVICE	SHOP SUPPLIES	\$17.26
48	0	212531	223	CROW'S TRUCK SERVICE	U2 AIR BAGS	\$1,903.20
735	0	212389	223	CROW'S TRUCK SERVICE	UNIT 3002	\$20.42

Total Invoices Paid on this Docket: \$7,267.36