

MEETING OF THE MAYOR AND BOARD OF ALDERMEN SOUTHAVEN, MISSISSIPPI CITY HALL July 15, 2014

July 15, 201 6:00 p.m. AGENDA

- 1. Call To Order
- 2. Invocation
- 3. Pledge Of Allegiance
- 4. Approval Of Minutes: July 1, 2014
- 5. FY 2014 Budget Amendment
- 6. Handbook Amendment
- 7. Acceptance Of Bids Parks Dept. Greenbrook Gift Shop
- 8. Resolution for Drainage Improvement Policy
- 9. Resolution For Subdivision Variance
- 10. Resolution Granting Authority To Clean Private Property
- 11. Planning Agenda
- 12. Mayor's Report
- 13. Citizen's Agenda: Tony Kelsey, Sr., Warehouse Project Stateline Road
- 14. Personnel Docket
- 15. City Attorney's Legal Update
- 16. Old Business: Hurricane Creek Professional Services Agreement Amendment #1 M.R. Davis Public Library Advisory Board Appointments
- 17. Claims Docket
- 18. Executive Session: Potential Litigation

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

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MINUTES OF THE REGULAR MEETING OF July 15, 2014 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 15th day of July, 2014 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, Andrea Mullen, Assistant City Clerk and Nick Manley, City Attorney. Approximately thirty (30) 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 July 15, 2014 with any corrections, deletions, or additions necessary. There being none the motion was seconded by Alderman Beshears. Motion was put to a vote and passed unanimously.

FY 2014 BUDGET AMENDMENT

Chris Wilson, City Administrator, presented this item to the Board. Mr. Wilson stated that this proposed budget amendment reflects anticipated actual revenues for the Penny for Your Parks funding. Mr. Wilson further stated that it is to be expended in Park improvements with the intent to begin improvements of the tennis courts as per the plan already adopted by the Board. Alderman Payne made the motion to approve the Budget Amendment. Motion was seconded by Alderman Flores. Motion was put to a roll call vote:

ALDERMAN	VOTED
Alderman Brooks	ABSENT
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 15th day of July, 2014.

HANDBOOK AMENDMENT

RESOLUTION OF CITY OF SOUTHAVEN BOARD OF ALDERMAN TO AMEND CITY OF SOUTHAVEN HANDBOOK

WHEREAS, the City of Southaven ("City") Board of Alderman previously adopted the City Handbook on July 2, 2013; and

WHEREAS, pursuant to and in accordance with the Law Enforcement Appreciation Act of 2014 codified at Mississippi Code Section 25-3-95, the City Board of Alderman desire to amend the Employee Handbook to address issues regarding compensation for emergency personnel injured while engaging in the line of duty performing law enforcement, firefighting, emergency response or other on-the-job duties which protect the public interest; and

NOW THEREFORE, be it resolved as follows:

- 1. The City of Southaven Board of Alderman hereby adopts the amendment attached hereto as Exhibit A and to be added to the City Employee Handbook.
- 2. The Mayor and City Administrator shall be responsible for implementing the Amendment.
- 3. This policy shall be effective immediately upon passage by the City Board and the Mayor and City Administrator shall take all actions to effectuate the intent of this Resolution.

Following the reading of the foregoing Resolution, Alderman Beshears 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	VOTED
Alderman William Brooks	ABSENT
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 15th day of July, 2014.

	Darren Musselwhite, MAYOR		
ATTEST:			
Sheila Heath, CITY CLERK			

EXHIBIT A

Employees who are injured while engaging in the line of duty performing law enforcement, firefighting, emergency response or other on-the-job duties which protect the public interest may continue to have their regular compensation and related benefits paid for without using their accruals. The payment of regular compensation and benefits shall continue until such time as the employee is physically able to perform the duties of his or her employment or the employee retires on a disability retirement allowance, whichever occurs first. The maximum portion of the injured employee's compensation that will be paid under this policy shall be the difference between the total amount that the injured employee is receiving from worker's compensation benefits and the employee's regular compensation. Employee's receiving pay under this policy may be required to undergo a fitness for exam physical examination and be required to return to duty upon successful completion.

ACCEPTANCE OF BIDS - PARKS DEPT. - GREENBROOK GIFT SHOP

RESOLUTION OF CITY OF SOUTHAVEN BOARD OF ALDERMAN AWARDING BID TO TDL CONTRACTORS, INC.

WHEREAS, pursuant to Mississippi Code Section 31-7-13, the City of Southaven ("City") previously advertised for Phase I (cooking pavilion) and Phase II (gift shop) for Greenbrook Park Improvements; and

WHEREAS, the City's Park Department and City's Consulting Architect, Urban Arch, have reviewed the pricing and bids along with the qualifications, responsibility and other information which is responsive to the Request for Bids to determine which bid is the lowest and best; and

WHEREAS, the City, pursuant to Mississippi Code Section 31-7-13, acknowledges that TDL Contractors, Inc. ("TDL") is the low bidder; and

WHEREAS, TDL has the low bid of \$179,000.00 and was the most responsive to the bid specifications; and

WHEREAS, the City has the power to waive any informalities in the responses to the bid; and

WHEREAS, the City desires to award the contract for the Project to TDL.

NOW THEREFORE, be it resolved as follows:

1. Pursuant to Mississippi Code 31-7-13 and the bid specifications whereby the City advertised that it would award the contract to the lowest, best and responsible bid, and the recommendation of the City's Park Department and Urban Arch, the City hereby awards the contract to TDL in the amount of \$179,000.00.

- 2. To the extent any informalities exist with respect to TDL's response to the bids, the City hereby waives all such informalities that the City can legally waive.
- 3. Furthermore, as the Mississippi Supreme Court and multiple Attorney General Opinions have noted when this discretion is exercised by a Board in regard to awarding bids, the courts will not interfere. *Parker Bros. v. Crawford*, 219 Miss. 199, 209, 68 So.2d 281 (1953).
- 4. The Mayor or his designee is authorized to execute a contract with TDL and other documentation required in order to effectuate the intent of this Resolution, including but not limited to utilizing the proceeds from the tax authorized pursuant to HB 1462 ("Penny for Parks" tax).

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

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

RESOLVED AND DONE, this 15th day of July, 2014.

ATTEST:	Darren Musselwhite, MAYOR
CITY CLERK	

RESOLUTION FOR DRAINAGE IMPROVEMENT POLICY

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI ESTABLISHING A DRAINAGE IMPROVEMENT POLICY

WHEREAS, the City of Southaven ("City") has the authority pursuant to Mississippi Code Section 21-19-13 to perform drainage work on streams and water courses on private property to correct drainage issues if the work performed "will promote the health, comfort and convenience of the inhabitants of the municipality"; and

WHEREAS, the City has previously requested and received an Attorney General Opinion allowing for it to perform drainage work and

repairs on private property provided that the landowner grants permission and that the work performed does not benefit only the landowners, but must benefit the citizens of the municipality. MS AG Op, Manley (September 6, 2013). However, incidental benefits which may arise to the landowner would not render the work unlawful. MS AG Op., Manley (September 6, 2013); and

WHEREAS, from time-to-time, the City's citizens seek assistance from the City for drainage issues which occur in the City; and

WHEREAS, pursuant to the authority granted by Mississippi Code Section 21-19-13 and the Attorney General's Opinion to the City, the City, when it has the financial ability, desires to assist its citizens with drainage issues as the drainage work will benefit the citizens of the City and promote the health, convenience and general welfare of the citizens of the City and the drainage work will not be conducted solely for the benefit of private persons; and

WHEREAS, when the City performs drainage work, which may be on private property, the City does not have any future obligation as a result of the City's drainage work and the work on performed by the City shall not create any additional rights for the benefit of any owner of public or private property; and

WHEREAS, the City desires to establish a uniform policy for guidance in assisting with the priorities of drainage request that the City receives from its Citizens.

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

- 1. The City hereby adopts the Drainage Improvement Policy as set forth in Exhibit A to assist with the priorities and schedule for drainage assistance for the City's residents.
- 2. Before beginning work on private property, the City shall approve the work via Resolution on its minutes and procure a temporary easement allowing for the work and shall not maintain any obligation for any future work as a result of the drainage work being conducted.
- 3. The Mayor or his designee is authorized to effectuate the intent of this Resolution.

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

Alderman William Brooks	ABSENT
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 15TH day of July, 2014.

DARREN MUSSELWHITE, MAYOR

ATTEST:

CITY CLERK

RESOLUTION FOR SUBDIVISION VARIANCE

RESOLUTION OF THE CITY OF SOUTHAVEN ALLOWING AND WAIVING
PENALTIES FOR THE SOLE AND ONE TIME TRANSFER OF PROPERTY BY FIRST
ALLIANCE BANK, FIRST STATE BANK, PATRIOT BANK, RENASANT BANK, MAGNA
BANK AND TRUST ONE BANK TO MISSISSIPPI VALLEY TITLE INSURANCE
COMPANY AND OLD REPUBLIC
NATIONAL TITLE INSURANCE COMPANY

WHEREAS, this matter arises out of issues in litigation in the U.S. Bankruptcy Court of the Southern District of Mississippi (Adversary Proceeding No. 10-00005) which involves an approximate twenty three (23) acre tract of land abutting Goodman Road within the City of Southaven ("City"). The property in its entirety is known as the "Woodgreen property" and is attached hereto as Exhibit A; and

WHEREAS, in violation of the City Ordinances, on August 18, 2010, Mississippi Valley Title Insurance Company and Old Republic National Title Insurance Company (the "Title Companies") conveyed by deed, through a designee and subsidiary known as Mississippi Real Estate Dispositions, LLC, the following tracts listed below of approximately 1 acre each situated within the Woodgreen property to the following banking institutions Renasant Bank, First Alliance Bank, Magna Bank, First State Bank, Patriot Bank and Trust One Bank (collectively "the Banks"), which were insured by the Title Companies:

Tract Designation

Bank/Insured/Grantee

10-C

Renasant Bank

10-E & 10-F

First Alliance Bank

10-D

Magna Bank

10-G & 10-H

First State Bank

10-J & 10-K

Patriot Bank

10-M & 10-N

Trust One Bank (Division of Synovus)

WHEREAS, in addition, the Title Companies conveyed to First State Bank and Patriot Bank on August 18, 2010 an interest in a recorded Right of Way and Utility Easement within the Woodgreen property; and

WHEREAS, after extensive litigation between the Title Companies and three of the aforesaid Banks (First Alliance Bank, First State Bank, and Patriot Bank), the U.S. Bankruptcy Court for the Southern District of Mississippi ruled:

- a. That the conveyances of August 18, 2010 illegally subdivided the Woodgreen property. (*Memorandum Opinion on Liability*, Doc. 490 in Adv. Proc. No. 10-00005, p. 44-45); and
- b. That First Alliance Bank, First State Bank and Patriot Bank were authorized to mark their respective August 18, 2010 deeds from the Title Companies "cancelled" and return them to the Title Companies, or implement with the Title Companies a different procedure so as to effect a re-conveyance of their respective Woodgreen tracts to the Title Companies. (Memorandum Opinion on Damages, Doc. 529 in Adv. Proc. No. 10-00005, p. 48-50).

WHEREAS, the aforesaid Orders of the U.S. Bankruptcy Court for the Southern District of Mississippi were affirmed on appeal by the U.S. District Court for the Southern District of Mississippi in Civil Action Nos. 3:13-cv-381 and 3:13-cv-384; and

WHEREAS, the Woodgreen property as a whole is currently vacant, not maintained, and generates minimal tax revenue for the City; and

WHEREAS, the Title Companies and the Banks referenced herein have agreed as part of litigation resolution and based on the finding of the U.S. Bankruptcy Court for the Southern District of Mississippi and U.S. District Court for the Southern District of Mississippi that the Woodgreen property as a whole should be returned to single ownership to allow for the property to be legally marketed and sold once returned to single ownership; and to allow the property to be developed for commercial or other authorized uses, for the enjoyment of the citizens of the City and for the benefit of the City when the property appreciates in value; and

WHEREAS, it is in the best interest of the City to facilitate a one-time transfer of the Woodgreen property by the Banks back to the Title Company in order to effectuate the intent of the Order of the U.S. Bankruptcy Court for the Southern District of Mississippi and U.S. District Court for the Southern District of

Mississippi and allow for property to be developed and marketed in the City, by not enforcing any penalties afforded to the City, via the City Ordinances.

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

- 1. That the City has no objection to the Banks re-conveying by special warranty deed, to avoid the creation of any defects in the chain of title, the aforesaid tracts, within the Woodgreen property, attached hereto as Exhibit A, to the Title Companies, so to restore the status quo of the parties before the illegal conveyances of August 18, 2010, to implement the directions of the U.S. Bankruptcy Court for the Southern District of Mississippi and to achieve the purposes referenced herein.
- 2. That, for the sole and limited purpose of the re-conveyances authorized by this Resolution, these one-time re-conveyances by the Banks to the Title Companies to restore the status quo of the Woodgreen property before August 18, 2010 are not purchases of real property by the Title Companies and not sales of real property by the Banks, and by re-conveying tracts within the Woodgreen property to the Title Companies, the Banks shall not be in violation of any provisions of the City's Subdivision Ordinance of the City as such re-conveyances effectuate the intent of Order of the the U.S. Bankruptcy Court for the Southern District of Mississippi and U.S. District Court for the Southern District of Mississippi.
- 3. The City, by allowing the Banks to re-convey the tracts to the Title Companies and not be in violation of the City's Subdivision Ordinances, does not waive or negate any and all legal recourse or actions the City maintains against the Title Companies or any other entity or individual for any illegal conveyance of the parcels located in the Woodgreen property, including, but not limited to, the conveyances on or around August 18, 2010, as specifically noted at Memorandum Opinion on Liability, Doc. 490 in Adv. Proc. No. 10-00005, p. 44-45.
- 4. The Mayor or his designee, on behalf of the City, is authorized to take any and all actions to effectuate the intent of this Resolution, including proceeding with any and all actions against the Title Companies or any other entity or individual regarding any illegal conveyance of parcels located within the Woodgreen property made in violation of the City Ordinances.

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

Alderman William Brooks	ABSENT
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 15 th day of Jul	y, 2014.
	DARREN MUSSELWHITE, MAYOR
ATTEST:	
CITY CLERK	

RESOLUTION GRANTING AUTHORITY TO CLEAN PRIVATE PROPERTY

RESOLUTION GRANTING AUTHORITY TO CLEAN PRIVATE PROPERTY

WHEREAS, the governing authorities of the City of Southaven, Mississippi, have received numerous complaints regarding the parcel of land located at the following address, to-wit: 2299 Rasco Road, 7679 Parkside Cove, 978 Charlotte Lane, 985 Farmington Drive North, 8148 Barclay Cove, 892 Hackberry Drive, 8505 Bridgewood Drive, 1118 Brandywine Drive, 1142 Parkview Circle North, to the effect that the said parcel of land has been neglected whereby the grass height is in violation and there exist other unsafe conditions and that the parcel of land in the present condition is deemed to be a menace to the public health and safety of the community.

WHEREAS, pursuant to Section 21-19-11 of the Mississippi Code Annotated (1972), the governing authorities of the City of Southaven, Mississippi, provided the owners of the above described parcel of land with notice of the condition of their respective parcel of land and further provided them with notice of a hearing before the Mayor and Board of Aldermen on Tuesday, July 15, 2014, by United States mail and by posting said notice, to determine whether or not the said parcel of land were in such a state of uncleanliness as to be a menace to the public health and safety of the community.

WHEREAS, none of the owners of the above described parcel of land appeared at the meeting of the Mayor and Board of Aldermen on Tuesday, July 15, 2014, to voice objection or to offer a defense.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Mayor and Board of Alderman of the City of Southaven, Mississippi, that the above described parcel of land located at: 2299 Rasco Road, 7679 Parkside Cove, 978 Charlotte Lane, 985 Farmington Drive North, 8148 Barclay Cove, 892

Hackberry Drive, 8505 Bridgewood Drive, 1118 Brandywine Drive, 1142 Parkview Circle North is deemed in the existing condition to be a menace to the public health and safety of the community.

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

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

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

The Resolution, having received a majority vote of all Aldermen present, was declared adopted on this, the 15th day of July, 2014.

CITY OF SOUTHAVEN, MISSISSIPPI

BY:

DARREN MUSSELWHITE MAYOR

ATTEST:

SHEILA HEATH CITY CLERK

(S E A L)

PLANNING AGENDA

No Planning Agenda

MAYOR'S REPORT

Mayor Musselwhite reminded everyone that the Smoking Ban Ordinance that was passed on May 6, 2014 has a ninety (90) day waiting period and that on August 6, 2014 the ordinance will be enforced in the City of Southaven.

Mayor Musselwhite reported that the Dizzy Dean World Series will be taking place at Snowden Grove for the next two weeks. Mayor Musselwhite stated that Dizzy Dean is a very large organization in Baseball and Softball and expressed that it is a tremendous honor that they have continually chosen Southaven as the home for their World Series for all age groups.

Mayor Musselwhite stated that revitalization is currently taking place in Southaven and that the mast arms on Northwest Drive and Stateline Road were painted black and there are plans to expand from there. Mayor Musselwhite also stated that he will be contacting an Executive with Burger King in regards to removing the dilapidated building on Stateline Road.

Mayor Musselwhite reported that on Friday, July 11th, the Southaven Police Department, Horn Lake Police Department, DEA, FBI, and the Desoto County Sheriff's Department came together with a tremendous raid in the Oakridge and South Park Apartments to fight drug and gang activity. Mayor Musselwhite reported that twenty-three (23) arrests were made and that a strong message is being sent that we are not giving into drug activity or sales in the City of Southaven.

CITIZEN'S AGENDA

Tony Kelsey, Sr., Warehouse Project - Stateline Road

Mr. Kelsey, Sr. expressed concerns about the warehouses that are being constructed in the Stateline Business Park at Stateline and Tchulahoma Road. Mr. Kelsey stated that he and many of his neighbors are concerned about their property values and requested that the warehouses not be allowed to locate there. Mrs. Whitney Choat-Cook, Planning Director, stated that the overall plan was approved in 2006 and that the location could not be restricted. Mrs. Choat-Cook stated that she has been in contact with IDI and they have been working with her on an acceptable design that will include a burm that will block the line of sight with landscaping and irrigation so the homeowners will not have a view of the loading docks. Mayor Musselwhite stated that he is confident that Mrs. Choat-Cook will make sure they do everything they can to protect the aesthetics. Mr. Kelsey stated that he would appreciate the City's help in making sure that the design be as tasteful as possible. Mrs. Choat-Cook stated that she would like for Mr. Kelsey to attend the next meeting with IDI to express his concerns.

PERSONNEL DOCKET

Personnel Docket July 15, 2014

Payroll Position Department Start Date Rate of Pay

<u></u>		Parks and Recreation -	_	
Brandon Seals	Seasonal Laborer	411	June 30, 2014	\$8.00
Charles Spencer	Seasonal Laborer	Parks and Recreation - 411	June 30, 2014	\$8.00
Pavroli	Previous			Proposed Rate o

			With/With	out
Employee Name	Department	Action Taken	Effective Date Pay	<u> </u>

Payroll	om samoj se esperiente en r Sakasan 1985 jakon 1890 sa		Termination	
Deletions	Position	Department	Date	Rate of Pay
Dondrell		Parks and Recreation	-	
Franklin	Seasonal Laborer	411	June 30, 2014	\$8.00
		Planning/Engineering	; 	
Ronald Smith	City Engineer	180	June 30, 2014	\$76,980.00
John Burnside	Crossing Guard	Police - 211	July 8, 2014	\$11.07
Theresa Lee	Crossing Guard	Police - 211	July 8, 2014	\$10.20

Alderman Payne made the motion to approve the Personnel Docket of July 15, 2014 as presented to this Board. Motion was seconded by Alderman Flores. The motion was put to vote and passed unanimously.

CITY ATTORNEY'S LEGAL UPDATE

Mr. Nick Manley, City Attorney presented the City Attorney's Legal Update.

Arena Lease Between the City of Southaven and Summit MMA

Mr. Manley stated that this lease agreement with Summit MMA is the same lease that had been signed by the organization and approved by the Board in the past. Summit MMA is requesting to renew the lease for the upcoming weekend and for an alcohol variance in order to sell alcohol at their event. Alderman Flores made the motion to authorize the Mayor to sign the lease and approve the alcohol variance. Motion was seconded by Alderman Beshears. Motion was put to vote and passed unanimously.

A copy of the signed lease agreement is attached to these minutes.

Mr. Manley stated that the City is in the process of renewing leases and is trying to get an accurate lease value for some of the City owned properties. Mr. Manley made the recommendation to acquire appraisals for those properties. Alderman Flores made the motion to authorize appraisals to determine fair market value. Motion was seconded by Alderman Gallagher. Alderman Flores made a motion

to amend his motion to include all City owned properties. Motion was seconded by Alderman Gallagher. Motion was put to vote and passed unanimously.

OLD BUSINESS

<u>Hurricane Creek Professional Services Agreement – Amendment #1</u>

Mr. Dan Cordell with Civil Link stated that he met with Neel Schaffer and thoroughly reviewed the professional services agreement. Mr. Cordell stated that he recommends the amendment to the agreement of \$76,709.06 as an increase, in which, part of that will be reimbursed to the City through the loan program. Mr. Cordell stated that \$25,367.80 should be included in the loan as part of the money to be reimbursed to the City since the City has already paid for right of way acquisitions that were loan eligible. The remaining portion of approximately \$51,000 is made up of several changes, but around \$10,000 was for a Scada that is used by the City for Scada installations. This amount was included in the loan program opposed to the City having to pay for it outside of the loan. Mr. Cordell stated that roughly \$14,000 was a direct result of a construction issue from the contractor on one of the first phases of the project. Mr. Cordell stated that there are contract requirements that protect the City from cost overruns that don't pay for consultant fees during that period and those fees were waived in the loan closure documents and unfortunately this was not explained to the Board that they were giving up rights to the damages. Mr. Cordell stated that \$30,000 is related to some changes in reworking Interstate locations with MDOT and Hernando's Design of one of their pump stations. Mr. Cordell stated that he has reviewed all of the documents and they are valid. Mr. Cordell then stated that in the future, as the City Consultant, he will come before the Board with any change orders for approval. Alderman Flores requested that in the future when Mr. Cordell presents liquidated damages to the Board to bring a member of that firm with him. Alderman Flores made the motion to approve the agreement. Motion was seconded by Alderman Gallagher. Motion was put to vote and passed unanimously.

A signed copy of the Professional Services Agreement - Amendment #1 is attached to these minutes.

M.R. Davis Public Library Advisory Board Appointments

Linda Willis with the M.R. Davis Library made the recommendation to appoint Merle Smith Payne and June Fernell to the Advisory Board. Ms. Willis also made the recommendation to re-appoint Nettie Moore and Dr. Mario Alfonso to the Advisory Board. Alderman Beshears made the motion to accept the recommendation of Ms. Willis for the Advisory Board appointments. Motion was seconded by Alderman Ferguson.

Motion was put to a roll call vote.

ALDERMAN VOTED

Alderman Brooks ABSENT 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 15th day of July, 2014.

CLAIMS DOCKET

A motion was made by Alderman Payne to approve the Claims Docket of July 15, 2014, including demand checks and payroll in the amount of \$1,676,889.97. Motion was seconded by Alderman Kelly.

Excluding voucher numbers:

223048, 223156, 223223, 223225, 223367, 223417, 223480, 223481, 223489, 223512, 223559, 223641, 223647, 223652, 223664, 223691, 223733, 223736, 223747, 223806, 223939, 223940, 223846.

Roll call was as follows:

ALDERMAN	VOTED
Alderman Brooks	ABSENT
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 and approved for payment on this the 15th day of July, 2014.

Alderman Ferguson recused himself and left the room.

A motion was made by Alderman Payne to approve the Special Claims Docket of July 15, 2014 in the amount of \$4,189.26. Motion was seconded by Alderman Beshears.

Roll call was as follows:

ALDERMAN

VOTED

Alderman Brooks	ABSENT
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 15th day of July, 2014.

Alderman Ferguson then returned to the room.

EXECUTIVE SESSION

(Seal)

A copy of the Executive Session Minutes are maintained in the City Clerk's Office.

Tracy Huffman with Waggoner Engineering and Consultant for Desoto County updated the Board on the Starlanding Road Project. Mr. Huffman stated that the Starlanding Road Project has been ongoing for some time and is envisioned to go from US 61 to US 78. Mr. Huffman then stated that it has created federal interest by connecting the two (2) US Highways because it will allow commerce and goods to move between the two (2) corridors. For that reason, they were able to obtain some federal assistance, but will ultimately need additional funding in order to construct this project. At this stage, Mr. Huffman stated that they are in the environmental phase and will then move into design, right of way and ultimately construction when funding becomes available. Mr. Huffman reported that based on the estimate, this project is about a thirty-eight (38) million dollar project, which is about six (6) million per mile. Mr. Huffman stated that the cost is fairly typical for this type of project of five (5) lanes. The Board thanked Mr. Huffman for the update on the Starlanding Road Project.

There being no further business to come before the Board of Aldermen, a Motion was made by Alderman Kelly to adjourn. Motion was seconded by Alderman Ferguson. Motion was put to a vote and passed unanimously, July 15, 2014 at 8:00 p.m.

	Darren Musselwhite,
	Mayor
	-
Sheila Heath, City Clerk	

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RESOLUTION OF CITY OF SOUTHAVEN BOARD OF ALDERMAN TO AMEND CITY OF SOUTHAVEN HANDBOOK

WHEREAS, the City of Southaven ("City") Board of Alderman previously adopted the City Handbook on July 2, 2013; and

WHEREAS, pursuant to and in accordance with the Law Enforcement Appreciation Act of 2014 codified at Mississippi Code Section 25-3-95, the City Board of Alderman desire to amend the Employee Handbook to address issues regarding compensation for emergency personnel injured while engaging in the line of duty performing law enforcement, firefighting, emergency response or other on-the-job duties which protect the public interest; and

NOW THEREFORE, be it resolved as follows:

- 1. The City of Southaven Board of Alderman hereby adopts the amendment attached hereto as Exhibit A and to be added to the City Employee Handbook.
 - 2. The Mayor and City Administrator shall be responsible for implementing the Amendment.
- 3. This policy shall be effective immediately upon passage by the City Board and the Mayor and City Administrator shall take all actions to effectuate the intent of this Resolution.

Following the reading of the foregoing Resolution, Alderman Beshears 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:

Absent
YES

RESOLVED AND DONE, this 15th day of July, 2014.

TTEST: TO RILLIS

Sheila Heath, CITY CLERK

Darren Musselwhite, MAYOR

EXHIBIT A

Employees who are injured while engaging in the line of duty performing law enforcement, firefighting, emergency response or other on-the-job duties which protect the public interest may continue to have their regular compensation and related benefits paid for without using their accruals. The payment of regular compensation and benefits shall continue until such time as the employee is physically able to perform the duties of his or her employment or the employee retires on a disability retirement allowance, whichever occurs first. The maximum portion of the injured employee's compensation that will be paid under this policy shall be the difference between the total amount that the injured employee is receiving from worker's compensation benefits and the employee's regular compensation. Employee's receiving pay under this policy may be required to undergo a fitness for exam physical examination and be required to return to duty upon successful completion.

RESOLUTION OF CITY OF SOUTHAVEN BOARD OF ALDERMAN AWARDING BID TO TDL CONTRACTORS, INC.

WHEREAS, pursuant to Mississippi Code Section 31-7-13, the City of Southaven ("City") previously advertised for Phase I (cooking pavilion) and Phase II (gift shop) for Greenbrook Park Improvements; and

WHEREAS, the City's Park Department and City's Consulting Architect, Urban Arch, have reviewed the pricing and bids along with the qualifications, responsibility and other information which is responsive to the Request for Bids to determine which bid is the lowest and best; and

WHEREAS, the City, pursuant to Mississippi Code Section 31-7-13, acknowledges that TDL Contractors, Inc. ("TDL") is the low bidder; and

WHEREAS, TDL has the low bid of \$179,000.00 and was the most responsive to the bid specifications; and

WHEREAS, the City has the power to waive any informalities in the responses to the bid; and

WHEREAS, the City desires to award the contract for the Project to TDL.

NOW THEREFORE, be it resolved as follows:

- 1. Pursuant to Mississippi Code 31-7-13 and the bid specifications whereby the City advertised that it would award the contract to the lowest, best and responsible bid, and the recommendation of the City's Park Department and Urban Arch, the City hereby awards the contract to TDL in the amount of \$179,000.00.
- 2. To the extent any informalities exist with respect to TDL's response to the bids, the City hereby waives all such informalities that the City can legally waive.
- 3. Furthermore, as the Mississippi Supreme Court and multiple Attorney General Opinions have noted when this discretion is exercised by a Board in regard to awarding bids, the courts will not interfere. *Parker Bros. v. Crawford*, 219 Miss. 199, 209, 68 So.2d 281 (1953).
- 4. The Mayor or his designee is authorized to execute a contract with TDL and other documentation required in order to effectuate the intent of this Resolution, including but not limited to utilizing the proceeds from the tax authorized pursuant to HB 1462 ("Penny for Parks" tax).

Following the reading of the foregoing Resolution, Alderman Payne made the motion and Alderman Flores 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	ABSENT
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 15th day of July, 2014.

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Darren Musselwhite, MAYOR

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI ESTABLISHING A DRAINAGE IMPROVEMENT POLICY

WHEREAS, the City of Southaven ("City") has the authority pursuant to Mississippi Code Section 21-19-13 to perform drainage work on streams and water courses on private property to correct drainage issues if the work performed "will promote the health, comfort and convenience of the inhabitants of the municipality"; and

WHEREAS, the City has previously requested and received an Attorney General Opinion allowing for it to perform drainage work and repairs on private property provided that the landowner grants permission and that the work performed does not benefit only the landowners, but must benefit the citizens of the municipality. MS AG Op, Manley (September 6, 2013). However, incidental benefits which may arise to the landowner would not render the work unlawful. MS AG Op., Manley (September 6, 2013); and

WHEREAS, from time-to-time, the City's citizens seek assistance from the City for drainage issues which occur in the City; and

WHEREAS, pursuant to the authority granted by Mississippi Code Section 21-19-13 and the Attorney General's Opinion to the City, the City, when it has the financial ability, desires to assist its citizens with drainage issues as the drainage work will benefit the citizens of the City and promote the health, convenience and general welfare of the citizens of the City and the drainage work will not be conducted solely for the benefit of private persons; and

WHEREAS, when the City performs drainage work, which may be on private property, the City does not have any future obligation as a result of the City's drainage work and the work on performed by the City shall not create any additional rights for the benefit of any owner of public or private property; and

WHEREAS, the City desires to establish a uniform policy for guidance in assisting with the priorities of drainage request that the City receives from its Citizens.

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

- 1. The City hereby adopts the Drainage Improvement Policy as set forth in Exhibit A to assist with the priorities and schedule for drainage assistance for the City's residents.
- 2. Before beginning work on private property, the City shall approve the work via Resolution on its minutes and procure a temporary easement allowing for the work and shall not maintain any obligation for any future work as a result of the drainage work being conducted.

3. The Mayor or his designee is authorized to effectuate the intent of this Resolution.

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

DARRÉN MUSSELWHITE, MAYOR

Alderman William Brooks	ABSENT
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 15 day of July, 2014.

ATTEST

TTV CLERK

RESOLUTION OF THE CITY OF SOUTHAVEN ALLOWING AND WAIVING PENALTIES FOR THE SOLE AND ONE TIME TRANSFER OF PROPERTY BY FIRST ALLIANCE BANK, FIRST STATE BANK, PATRIOT BANK, RENASANT BANK, MAGNA BANK AND TRUST ONE BANK TO MISSISSIPPI VALLEY TITLE INSURANCE COMPANY AND OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

WHEREAS, this matter arises out of issues in litigation in the U.S. Bankruptcy Court of the Southern District of Mississippi (Adversary Proceeding No. 10-00005) which involves an approximate twenty three (23) acre tract of land abutting Goodman Road within the City of Southaven ("City"). The property in its entirety is known as the "Woodgreen property" and is attached hereto as Exhibit A; and

WHEREAS, in violation of the City Ordinances, on August 18, 2010, Mississippi Valley Title Insurance Company and Old Republic National Title Insurance Company (the "Title Companies") conveyed by deed, through a designee and subsidiary known as Mississippi Real Estate Dispositions, LLC, the following tracts listed below of approximately 1 acre each situated within the Woodgreen property to the following banking institutions Renasant Bank, First Alliance Bank, Magna Bank, First State Bank, Patriot Bank and Trust One Bank (collectively "the Banks"), which were insured by the Title Companies:

Tract Designation	Bank/Insured/Grantee
10-C	Renasant Bank
10-E & 10-F	First Alliance Bank
10-D	Magna Bank
10-G & 10-H	First State Bank
10-J & 10-K	Patriot Bank
10-M & 10-N	Trust One Bank (Division of Synovus)

WHEREAS, in addition, the Title Companies conveyed to First State Bank and Patriot Bank on August 18, 2010 an interest in a recorded Right of Way and Utility Easement within the Woodgreen property; and

WHEREAS, after extensive litigation between the Title Companies and three of the aforesaid Banks (First Alliance Bank, First State Bank, and Patriot Bank), the U.S. Bankruptcy Court for the Southern District of Mississippi ruled:

- a. That the conveyances of August 18, 2010 illegally subdivided the Woodgreen property. (*Memorandum Opinion on Liability*, Doc. 490 in Adv. Proc. No. 10-00005, p. 44-45); and
- b. That First Alliance Bank, First State Bank and Patriot Bank were authorized to mark their respective August 18, 2010 deeds from the Title Companies "cancelled" and

return them to the Title Companies, or implement with the Title Companies a different procedure so as to effect a re-conveyance of their respective Woodgreen tracts to the Title Companies. (*Memorandum Opinion on Damages*, Doc. 529 in Adv. Proc. No. 10-00005, p. 48-50).

WHEREAS, the aforesaid Orders of the U.S. Bankruptcy Court for the Southern District of Mississippi were affirmed on appeal by the U.S. District Court for the Southern District of Mississippi in Civil Action Nos. 3:13-cv-381 and 3:13-cv-384; and

WHEREAS, the Woodgreen property as a whole is currently vacant, not maintained, and generates minimal tax revenue for the City; and

WHEREAS, the Title Companies and the Banks referenced herein have agreed as part of litigation resolution and based on the finding of the U.S. Bankruptcy Court for the Southern District of Mississippi and U.S. District Court for the Southern District of Mississippi that the Woodgreen property as a whole should be returned to single ownership to allow for the property to be legally marketed and sold once returned to single ownership; and to allow the property to be developed for commercial or other authorized uses, for the enjoyment of the citizens of the City and for the benefit of the City when the property appreciates in value; and

WHEREAS, it is in the best interest of the City to facilitate a one-time transfer of the Woodgreen property by the Banks back to the Title Company in order to effectuate the intent of the Order of the U.S. Bankruptcy Court for the Southern District of Mississippi and U.S. District Court for the Southern District of Mississippi and allow for property to be developed and marketed in the City, by not enforcing any penalties afforded to the City, via the City Ordinances.

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

- That the City has no objection to the Banks re-conveying by special warranty deed, to avoid the creation of any defects in the chain of title, the aforesaid tracts, within the Woodgreen property, attached hereto as Exhibit A, to the Title Companies, so to restore the status quo of the parties before the illegal conveyances of August 18, 2010, to implement the directions of the U.S. Bankruptcy Court for the Southern District of Mississippi and to achieve the purposes referenced herein.
- 2. That, for the sole and limited purpose of the re-conveyances authorized by this Resolution, these one-time re-conveyances by the Banks to the Title Companies to restore the status quo of the Woodgreen property before August 18, 2010 are not purchases of real property by the Title Companies and not sales of real property by the Banks, and by re-conveying tracts within the Woodgreen property to the Title Companies, the Banks shall not be in violation of any provisions of the City's Subdivision Ordinance of the City as such re-conveyances effectuate the intent of Order of the the U.S. Bankruptcy Court for the Southern District of Mississippi and

- U.S. District Court for the Southern District of Mississippi.
- 3. The City, by allowing the Banks to re-convey the tracts to the Title Companies and not be in violation of the City's Subdivision Ordinances, does not waive or negate any and all legal recourse or actions the City maintains against the Title Companies or any other entity or individual for any illegal conveyance of the parcels located in the Woodgreen property, including, but not limited to, the conveyances on or around August 18, 2010, as specifically noted at *Memorandum Opinion on Liability*, Doc. 490 in Adv. Proc. No. 10-00005, p. 44-45.
- 4. The Mayor or his designee, on behalf of the City, is authorized to take any and all actions to effectuate the intent of this Resolution, including proceeding with any and all actions against the Title Companies or any other entity or individual regarding any illegal conveyance of parcels located within the Woodgreen property made in violation of the City Ordinances.

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

Alderman William Brooks	ABSENT
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 15th day of July, 2014.

ATTEST:

CITY CLERK

DARREN MUSSELWHITE, MAYOR

RESOLUTION GRANTING AUTHORITY TO CLEAN PRIVATE PROPERTY

WHEREAS, the governing authorities of the City of Southaven, Mississippi, have received numerous complaints regarding the parcel of land located at the following address, to-wit: 2299 Rasco Road, 7679 Parkside Cove, 978 Charlotte Lane, 985 Farmington Drive North, 8148 Barclay Cove, 892 Hackberry Drive, 8505 Bridgewood Drive, 1118 Brandywine Drive, 1142 Parkview Circle North, to the effect that the said parcel of land has been neglected whereby the grass height is in violation and there exist other unsafe conditions and that the parcel of land in the present condition is deemed to be a menace to the public health and safety of the community.

WHEREAS, pursuant to Section 21-19-11 of the Mississippi Code Annotated (1972), the governing authorities of the City of Southaven, Mississippi, provided the owners of the above described parcel of land with notice of the condition of their respective parcel of land and further provided them with notice of a hearing before the Mayor and Board of Aldermen on Tuesday, July 15, 2014, by United States mail and by posting said notice, to determine whether or not the said parcel of land were in such a state of uncleanliness as to be a menace to the public health and safety of the community.

WHEREAS, none of the owners of the above described parcel of land appeared at the meeting of the Mayor and Board of Aldermen on Tuesday, July 15, 2014, to voice objection or to offer a defense.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Mayor and Board of Alderman of the City of Southaven, Mississippi, that the above described parcel of land located at: 2299 Rasco Road, 7679 Parkside Cove, 978 Charlotte Lane, 985

Farmington Drive North, 8148 Barclay Cove, 892 Hackberry Drive, 8505

Bridgewood Drive, 1118 Brandywine Drive, 1142 Parkview Circle North is deemed in the existing condition to be a menace to the public health and safety of the community.

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

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

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

The Resolution, having received a majority vote of all Aldermen present, was declared adopted on this, the 15th day of July, 2014.

CITY OF SOUTHAVEN, MISSISSIPPI

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DARREN MUSSELWHITE MAYOR

ATTEST

SHEILA HEATH CITY CLERK

(S E A L)

THE ARENA AT SOUTHAVEN -

Lease Agreement

THIS AGREEMENT made and entered into on, this the _____ day of ______ 2014_ by and between CITY OF SOUTHAVEN, MISSISSIPPI, hereinafter referred to "Lessor" and ______ of _____ of _____ man hereinafter referred to as "Lessee".

WITNESSETH

WHEREAS, Lessor is the owner of certain premises referred to as "The Arena At Southaven" located at 7360 Highway 51 in Southaven, DeSoto County, Mississippi.

WHEREAS, Lessee desires to lease the said premises for the purpose of conducting a City approved event.

WHEREAS, Lessor is agreeable to Lessee using said property for said purposes, subject to the agreements hereinafter set forth:

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the undersigned Lessor does hereby demise and lease to the Lessee and the Lessee does hereby rent and take the above described premises for the purpose of

MMA Fight

- 1. TERMS: The term of this Lease shall commence at 12 o'clock A.M. on the 18 day of July 2014, and shall terminate at 9 o'clock P.M. on the 20 day of July 2014.
- 2. RENTAL PAYMENT: The Lessee hereby covenants and agrees to pay unto the Lessor at its administrative offices rent for the use of said premises in the amount of \$300.00

- 3. LEASE DEPOSIT: Lessee shall pay unto the Lessor the sum of \$ ______,
 which sum shall be credited to expenses such as the rental payment, ticket office fees,
 cancellation charges or operating personnel, services and equipment charges.
- 5. SETTLEMENT: Unless otherwise mutually agreed, the Lessor and the Lessee shall settle their mutual accounts on the closing night of the Lessee's use of the facilities. The Lessor shall withhold from the amounts owing the Lessee all sums advanced by the Lessor for the Lessee's account. Prior to the settlement, the Lessee shall not be entitled to draw upon such funds unless specific permission has been granted by the Lessor and until the Lessee has incurred such draw with a bond or letter of credit which is acceptable to the Lessor.
- 6. OVERTIME: Lessee shall pay unto Lessor as additional rental the sum of \$100.00/hr for each hour or fraction of an hour for the extension of said performance on the premises by Lessee, its patrons or customers beyond 12:01 A.M. o'clock on the day following the termination date of this Lease.

7. OPERATING PERSONNEL, SERVICES AND EQUIPMENT:

(i) The Lessor shall furnish for the premises leased customary heating, lighting and air conditioning. Provided, however, Lessor shall not be liable to Lessee for any loss suffered by Lessee resulting from any lack of said utilities which occur as a result of an act of God, or force majeure as defined herein, or failure of equipment which occurs through no fault of Lessor. (ii) Lessor shall have the sole right to provide at Lessee's expense personnel and services in connection with Lessee's use of the premises, including, but not limited to, a

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house engineer, emergency medical, ticket sellers, ushers, gatemen, doormen, program and novelty salesmen, stagehands, crowd management associates, traffic controllers, event clean up and Events Center security personnel including the services of stand-by firemen assigned to The Arena at Southaven by the Lessor. (iii) The Arena At Southaven will also provide such equipment schedule, attached hereto and incorporated by reference. Equipment may include, but is not limited to, such items as the electronic message marquee, the public address system, special electrical uses or rigging. (iv) Lessee shall be allowed to use the tables and chairs belonging to the Lessor, however, Lessee shall be responsible for setting up and breaking down the tables and chairs, including placing the chairs back on the racks, prior to and at the conclusion of said event. In the event the Lessee shall not break down the tables and chairs as required by the Lessor, the cost incurred by the Lessor in breaking down the tables and chairs shall be deducted from the damage deposit as set forth in paragraph 4. (v) Lessee shall be responsible for cleaning the leased premises and returning the leased premises in the same condition in which Lessee received the leased premises. (vi) In the event, Lessee fails to break down and clean the leased premises, Lessor shall perform break down and clean the leased premises and shall assess the actual cost of such services to Lessee, which cost shall be deducted from the damage deposit. In the event such costs shall exceed the Damage Deposit, Lessor shall submit a statement of cost to Lessee to be paid within ten (10) days following the date of termination of this Lease.

8. CUSTODY OF PROPERTY: In the receipt, handling, care or custody of property of any kind shipped or otherwise delivered to the premises by or for Lessee, Lessor shall act solely for the accommodation of the Lessee and neither the Lessee nor any of its agents or employees shall be a bailee or liable for any loss, damage or injury to such property.

- 9. LOST AND FOUND: The Lessor shall have the sole right to collect and to have the custody of articles left in the building by persons attending any performance or event given or held in the demised premises, and neither the Lessee nor any person in the Lessee's employ shall collect or interfere with the collection or custody of such articles.
- 10. ADVERTISING: Lessor shall receive full advance information as to the nature and content of any performance, exhibit, entertainment, or advertising relating to Lessee's use of The Arena At Southaven. Lessee agrees that no such activity, or part thereof, shall be given or held if Lessor makes written objection to same on the grounds of violation of any law, Lessee's inability or failure to uphold event advertising claims, or violation of any terms and conditions relative to the nature and general content of Lessee's use of The Arena At Southaven at the time of completion of this Agreement. Any advertising whether television, newspaper, program, poster, outdoor, transit or other print advertising must utilize The Arena At Southaven logos which are provided by and available from the Lessor. All advertising and promotional material for public events including, but not limited to, newspaper, television, radio, posters or brochures, must contain ticket or admission prices, unless otherwise specified by the Lessor.
- 11. PUBLIC ANNOUNCEMENTS: Lessor reserves the right to make public announcements during intermissions and other such times as will not unreasonably interfere with Lessee's performances. Said public announcements may relate briefly to future attractions at The Arena At Southaven or to the welfare and safety of those attending the performance. Lessee is prohibited from making public announcements other than those which pertain to the event for which this agreement is made without prior written approval of the Lessor. Lessee agrees to submit in typed form all public announcements which Lessee

intends to make. Lessee will not make any public announcements in connection with a performance in other locations which Lessor, in its sole discretion, considers to be in competition with the Center without Lessor's written approval.

- 12. BROADCAST: The Lessee will not broadcast nor permit anyone else to broadcast, over any radio or television station, any event, program, speech or music of any kind whatsoever, or any part thereof, produced on the premises, unless and until the Lessor, shall have given its written permission therefore. If any of the conditions of such written permission are violated, the Lessor, at its option, may at any time stop such broadcasting. Recordings or transcriptions of performances shall not be made without the written permission of the Lessor. Under conditions where warranted, the Lessor shall determine fees to be paid to the Lessor or any rights running to the Lessee to make a broadcast or recording of the covered event. Such fees shall be agreed upon between Lessor and Lessee as a prerequisite to any such broadcast.
- 13. RIGHT TO INSPECT: The Arena At Southaven shall be at all times under the control of the Lessor which shall have the right at all times to enter the premises to examine the same and to perform Lessor's duties.
- 14. **DEFAULT**: It is agreed that if Lessee shall fail, neglect or refuse to keep and perform any of the covenants, conditions or agreements contained in this Lease, Lessor may terminate the same without liability to Lessor therefore and without releasing Lessee from its liability to pay the full amount of rent provided for herein.
- 15. PRODUCTION REQUIREMENT: Lessee shall file with the Lessor, at least ten (10) days prior to the event which is the subject of the Lease, a full and detailed outline of Lessee's requirements for the facilities to be used, including but not limited to, all stage, sound,

lighting, chair or table set-ups, and such other information as may be required by the Lessor concerning such event. All public address or sound reinforcement requirements shall be submitted by Lessee to Lessor not later than 72 hours prior to the performance and are subject to approval. In the event that any laws, regulations or ordinances require the securing of permits for Lessee's activities, Lessee agrees to be solely responsible for obtaining all necessary permits, at its sole expense, and shall indemnify and hold Lessor harmless for any penalties suffered by Lessor as result of Lessee's failure to secure such permits.

- 16. PROPERTY RESTRICTIONS: Lessee shall not use or permit the premises to be used for any purpose other than that set forth hereinafter. Lessee further covenants and agrees:
- (a) To keep aisles, corridors, passages, vestibules, trails, elevators and stairways free and clear of obstruction and shall not use these areas other than for ingress and egress.
- (b) To refrain from injuring or defacing the premises or any part thereof and not to drive or permit others to drive nails, hooks, tacks or screws into any part of the premises or furnishings located therein or to apply tape or other materials to the walls.
- (c) To make no alterations in the authorized areas.
- (d) Not to use or permit the use of flammable tissue paper, crepe paper or material for decorative purposes or any combustible liquid or substance unless the same has first been approved by the Mississippi State Fire Marshall or his/her assigned city or county fire marshal.
- (e) To provide an intermission of not less than fifteen (15) minutes during every public performance which is in excess of one hour duration, except religious services, or as agreed upon with the Director of Events.

- (f) No signs, messages or other materials may be posted, displayed, distributed or announced in, on, or adjacent to The Arena At Southaven without prior written approval of the Park Director or Director of Events. Such materials may not be fastened to any part of the facility except in spaces provided for this purpose and may not be permitted to interfere with crowd movement and safety.
- 17. CONTENT RESTRICTIONS: No performance, exhibition or entertainment shall be given or held in The Arena At Southaven which is indecent, obscene or immoral, including nudity and graphic obscenities. Should any such performance, exhibition or entertainment or any part thereof, be deemed by the Lessor to be indecent, obscene, immoral, or in any manner publicly offensive, Lessor shall have the authority to stop such event or to demand the removal of objectionable subject. If the Lessor should exercise its prerogative hereunder, all rental and other fees due to Lessor will remain the property of the Lessor and any unpaid charges arising under this agreement shall be considered payable to Lessor. Lessor reserves the right to eject or cause to be ejected from the premises any objectionable person or persons. The Lessor shall not be held liable to the Lessee for its actions under this paragraph.
- 18. LAWFUL ACTIVITY: In carrying out its obligations under this Lease, Lessee shall comply with all rules, regulations, laws and ordinances of the United States, the State of Mississippi, the City of Southaven or DeSoto County and all those established by the Lesser for The Arena At Southaven. The Lessee shall have the responsibility for obtaining all permits or licenses required of it by the laws, ordinances, rules and regulations of the City of Southaven or the State of Mississippi.
- 19. COMPLIANCE WITH LAWS: The Lessee will not do, nor suffer to be done, anything on the premise or parking area adjacent thereto in violation of any laws, ordinances,

rules or regulations. If the attention of the Lessee is called to any violation on its part, or of any person employed by it or admitted to The Arena At Southaven or parking area, the Lessor will immediately desist and correct the violation. Audio volume (measured in decibels) must conform to the limits established by the State of Mississippi Health Department and any applicable City of Southaven, Mississippi Code of Ordinances. The Lessee shall be responsible for, and shall pay, all taxes, charges, fees, licenses and permits, whether federal, state, county, or city, due on account of its business and other permitted activities engaged in under this agreement.

- 20. INSURANCE: Lessee shall furnish the Lessor within ten (10) days in advance of the term of this Lease, a certificate showing that there is in force a policy of public liability insurance in the form of comprehensive general liability insurance in which the Lessee is named as an insured and the Lessor, City of Southaven, Mayor of Southaven, and Board of Aldermen as additional insured with limits of not less than \$1,000,000.00 combined single limit for the hours set forth above in paragraph 1. Policy must reflect coverage for bodily injury or death, including coverage for deprivation of civil rights or civil liberties, defamation of character, libel, slander and other similar causes of action. Lessee waives any right of subrogation against Lessor in connection with any insurance proceeds received by or due to Lessor.
- 21. INDEMNIFICATION: 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 contractors or subcontractors arising out of the activities conducted by the Lessee, it's contractors, subcontractors, agents,

members or guests. Lessee will not do or permit to be done anything in or upon any portion of the premises or bring or keep any thing therein or thereon which will in any way conflict with the conditions of any insurance policies insuring the premises or any part thereof against loss. The presence of policemen, firemen, inspectors or representatives of the Lessor shall in no event diminish or affect the duties, obligations or responsibilities of the Lessee hereunder. This Section 21 shall continue after the termination or expiration of this Lease Agreement.

- 22. ASSUMPTION OF RISK: The Lessee assumes the risk of any loss or damage to its property or the property of any person or entity authorized by it to be in The Arena At Southaven. The Lessor, and its officers, agents and employees shall not be responsible or liable for any loss of, or damage to, property while in The Arena At Southaven regardless of how the loss or damage is sustained.
- 23. LIENS: The Lessee agrees to pay promptly when billed by the Lessor any costs, expenses and other charges incidental to the use and occupation of the premises and to save the Lessor harmless from and indemnify it against any such cost, expenses and charge and from and against all claims, demands and liens of whatever character arising by reason of such contract, express or implied, or negligence, or any other act of omission on the part of any person, firm or corporation other than Lessor, including all cost, expenses and attorney fees incurred by Lessor in connection with any asserted claim, demand or lien. Lessor has, at all times, final approval and control over any decision or decisions related to the cancellation of the performance and/or decision to refund in the event developments, other than those previously mentioned, warrant. In the event of the cancellation of any performance or event relating to this agreement, purchasers of tickets therefore shall have a period of time not to exceed sixty (60) days to apply to Lessor for a refund of the purchase price. Thereafter, all

funds generated from ticket sales and not refunded shall remain the property of the Lessor.

- 24. COPYRIGHT: The Lessee agrees to assume full responsibility for complying with the Federal Copyright Law of 1978 (17 U.S.C. 101 et seq.) and any regulations issued thereunder including but not limited to the assumption of any and all responsibilities for paying royalties which may be due for the use of copyrighted work in Lessee's performance or exhibitions. Lessee further agrees to furnish to Lessor, upon demand, proof of authorization of use by copyright owners or their representative and, if unable to do so, hereby grants to Lessor the right to withhold a reasonable amount from those amounts due to Lessee in order to hold Lessor harmless from any and all said claims, losses or expenses incurred with regard thereto. Lessee shall indemnify Lessor consistent with Section 21 of this Agreement, from any all claims, costs, expenses, taxes, losses, or any and all other actions resulting from Lessee's failure to comply with this Section 24.
- 25. PROPERTY RIGHTS: Unless otherwise authorized by the Lessor, all plumbing, electrical or carpenter work required to be done on the premises of The Arena At Southaven in connection with the Lessee's use (except as required for normal heating, air conditioning and lighting) shall be done or furnished by the Lessor for which the Lessee shall pay the Lessor in addition to any other rentals or fees required of the Lessee. Any special facilities or extra services furnished or required by the Lessee shall be agreed upon in advance by the parties hereto and payment for such items shall be agreed upon and all shall not be a part of the amount specified in paragraph 3.
- 26. ASSIGNMENT: The Lessee shall not assign this Lease or any rights hereunder, and any attempt to sell or assign this Lease or any rights hereunder shall thereby terminate this agreement. In such event any and all payments that shall have been received by the Lessor

hereunder shall be deemed to be the property of Lessor and in addition thereto Lessee shall be liable to the Lessor for any and all such damages occasioned by the attempted assignment unless assignment is approved in writing and affixed to this contract.

- 27. CHARITABLE COLLECTIONS: No collections, whether for charity or otherwise, shall be made, attempted or announced on the premises without the prior written consent of the Lessor.
- 28. INGRESS/EGRESS: All articles, exhibits, fixtures, materials, displays, staging, lighting, sound equipment, automobiles, motorized vehicles, heavy machinery of the Lessee shall be brought into or taken out of the building only at such entrances as may be designated by the Lessor. No automobiles, motorized vehicles or heavy machinery belonging to or under the control of the Lessee shall be allowed upon the metal ramps of The Arena At Southaven.
- 29. FAILURE TO TAKE POSSESSION: If the Lessee shall fail for any reason to take possession of or use the premises covered by this Lease, no rent refund shall be made, and the full rent called for by the Lease, including any disbursements or expenses incurred by Lessor in connection therewith, shall be made payable immediately to the Lessor by the Lessee as liquidated damages and not by way of penalty.
- 30. REFUNDS: Refunds of deposits shall be made if: (1) the Lessee gives written notice of cancellation at least sixty (60) days prior to the commencement of the term of the Agreement; or (2) the event is cancelled by the Lessor not due to Lessee's fault, with the express written consent of the Lessee.
- 31. INTERRUPTIONS: Lessor shall retain the right to cause the interruption of any performance in the interest of public safety, and to likewise cause the termination of such performance when in the sole judgment of the Lessor such act is necessary in the interest of

public safety. In such event, Lessee waives any and all claims for damages or compensation from Lessor.

32. FORCE MAJEURE: In the event The Arena At Southaven or any part thereof shall be destroyed or damaged by fire or any other cause beyond the control of the parties, which shall render the fulfillment of this Lease by the Lessor impossible including, but without limitation thereto, defect, deficiency, failure or impairment of the water supply system, drainage system or electrical system, flood, earthquake, acts of God, the requisitioning of the premises by any governmental agency, or by reason of labor dispute between the Lessor and his employees, agents, contractors or subcontractors, then this Lease shall terminate and the Lessee shall pay rental for said premises only up to the date of such termination. Lessee hereby waives any claims for damages or compensation it may have against the Lessor should this Lease be so terminated. Likewise, Lessor hereby waives any claims for damages or compensation it may have against the Lessee should this Lease be so terminated.

33. MEDICAL SERVICE – AMBULANCES: It is further agreed that if Lessee or its agents, representatives, managers, employers, players, performers or participants in or about The Arena At Southaven during the term of this Lease shall at anytime accept or use the services of a physician or surgeon, or accept or use an ambulance service in connection with any injury or sickness occurring to any person while within or about The Arena At Southaven during the term of this Lease, even though such service or services be made available or be obtained through the Lessor or any of its agents or representatives or equipment, the Lessee accepts full responsibility for the act and conduct, or services rendered, of any physician or surgeon or ambulance service or other services, and will hold the Lessor harmless from all responsibility or liability.

- 34. REMOVAL OF PROPERTY: In the event Lessee fails, neglects or refuses to remove its property from the authorized areas of The Arena At Southaven or adjacent parking lots and driveways promptly upon a termination for default or after the time specified for removal thereof, said property shall be deemed abandoned an the Lessor shall have the right to remove, place in storage or otherwise dispose of any such property at the sole cost and expense of Lessee. Lessee hereby irrevocably constitutes and appoints the Lessor as its special attorney in fact to do and perform all acts necessary in removing, storing and disposing of said abandoned personal property and to execute and to deliver a bill of sale thereof.
- 35. SITUS: The situs of this Lease is Southaven, Mississippi, and any action, claims, suits or disputes arising hereunder shall be governed by the laws of the Sate of Mississippi. Should Lessor commence suit against Lessee under the terms of this Lease because of Lessee's breach thereof, Lessee agrees to pay Lessor's reasonable attorney's fee, costs and litigation expenses.
- 36. PARAGRAPH HEADINGS: The paragraph titles herein are for convenience only and do not define, limit or construe the contents of such paragraphs.
- 37. CONSTRUCTION OF AGREEMENT: Time, and especially time of payment of monies due from the Lessee, shall be of the essence of this Agreement. Nothing herein shall be construed so as to make Lessee the agent, employee or representative of Lessor for any purpose.
- 38. WAIVERS AND MODIFICATIONS: No waiver of any provision hereof, other than paragraph 30, shall be effective unless stated in writing and signed by the Lessor and Lessee. This Agreement, with items incorporated herein by reference, shall constitute the entire

agreement between the parties, unless modified in writing and executed by Lessor and Lessee.

- 39. FORCE AND EFFECT: This Lease shall have no force or effect unless executed. The original hereof shall be delivered to the Lessor. Lessee covenants and agrees that its failure to fully and faithfully perform all covenants, conditions and agreements hereunder shall excuse Lessor's continued performance.
- 40. SALES TAX: If required under the applicable Mississippi Law, Lessee shall notify the Mississippi Department of Revenue of the event, which is the reason for the leasing of the premises, and register the event and be liable for any tax obligations from the event pursuant to Mississippi law. If Lessee is required to register the event with the Mississippi Department of Revenue, Lessee shall provide a \$500 cash bond. Lessee shall provide a tax clearance letter issued by the Mississippi Department of Revenue to Lessor before Lessee shall be allowed to lease the premises. The Lessee shall also provide a letter to each vendor, which shall serve as a sales tax return for the Lessee. The Lessee shall collect the completed sales tax returns and money from each vendor and report all collected taxes to the Mississippi Department of Revenue. Lessee shall indemnify Lessor consistent with Section 21 of this Agreement, from any all claims, costs, expenses, taxes, losses, or any and all other actions resulting from Lessee's failure to comply with this Section 40.
- 41. MISCELLEANOUS: The Lessee on notice that Lessor is a political subdivision of the State of Mississippi and that Mississippi law states that it is the duty of those contracting with a Mississippi public entity to see to it that the provisions of the contract are legal and enforceable. Lessee is obligated to verify through independent legal counsel whether all provisions of this contract are enforceable as to Lessor. Notice is given that Lessor will not be bound to any provision of the contract which a Mississippi public entity cannot legally agree

to or contract for. By way of example, a public entity cannot agree to binding arbitration, waiver of its right to a jury trial, holding another harmless, providing indemnification, limiting liability of third parties, waiving counterclaims, agreeing to application of foreign law in interpreting contracts and agreeing to venue outside of Mississippi. In executing the enclosed contract, Lessor does not waive any rights they it may have to object to, contest, or refuse to comply with any provision of the contract that is impermissible by operations of the laws of the State of Mississippi.

42. TERMINATION OF AGREEMENT:

- (a) The Mayor, Southaven Board, Park Director and/or the Director of The Arena At Southaven shall have the right to terminate any Lease Agreement, with or without cause, and without penalty or liability, by giving written termination notice at least thirty (30) days in advance of the Lease Period.
- (b) Lessee agrees that this Lease Agreement may be terminated immediately, without notice, and without penalty or liability, in the event of default by the Lessee in the performance of any of the terms or conditions of this Lease Agreement.

INTENTIONALLY LEFT BLANK

WITNESS OUR SIGNATURES, on this the day and date first above written.

LESSOR:

CITY OF SOUTHAVEN, MISSISSIPPI

DARREN MUSSELWHITE

MAYOR

LESSEE:

By: Jummin Vighting Championships

CON NOT

Critica



NEEL-SCHAFFER

engineers .

planners

surveyors

environmental scientists

> landscape architects

May 2, 2014

Mayor Darren Musselwhite City of Southaven 8710 Northwest Dr. Southaven, MS 38671

Reference:

AMENDMENT NO. 1 TO

PROFFESIONAL ENGINEERING SERVICES AGREEMENT

HURRICANE CREEK SEWER PROJECT

Dear Mayor Musselwhite:

Neel-Schaffer, Inc. is providing Amendment No. 1 to the Letter Agreement for professional engineering consulting services to which final construction contract documents have been completed and construction CE&I services are remaining for the referenced sewer project. The following paragraphs briefly describe the refinement of scope of work associated with the progression from planning phase to final contract document approval phase for each contract:

- Gravity Sewer Main (Pleasant Hill Rd to Hurricane Creek), Phase 1 Construction was
 completed in December 2013. The construction contract time was increased to allow the
 contractor time to complete the project. Construction engineering and inspection fees
 increased accordingly, in order to provide adequate oversight.
- 2. Pump Station and Force Main, Phases 2A&B Construction contract documents received final approval in March and September 2013, respectively, and both phases are in construction. Design modifications included:
 - A. Portions of the force main alignment and the 30" steel encasement installation method under I-269 were re-designed due to conflicts that arose with the I-269 corridor construction projects and time required to acquire the sewer easements.
 - B. A hoist and support frame system was included to assist in the maintenance of the submersible pumps.
- 3. Trinity Lakes and Airways Pump Stations & Sewer Mains and Trinity Lakes WWTF Abandonment, Phase 3 Construction contract documents received final approval in December 2013. Construction phase will begin in May 2014. Sewer mains and the Airways Road Pump Station were re-designed due to location conflicts that arose with the proposed MDOT interchange design at Star Landing Road and I-55. Trinity Lakes WWTF abandonment design and construction work was incorporated into this phase from Phase 5 in order to streamline the project. Sub-consultant fees for design of each of the SCADA communication systems through Gaines, Williams and Associates, Inc. were added. Lastly, land acquisition services for four separate easements were required in order to certify "Clear Site".

5740 Getwell Road, Building 2, Southaven, MS 38672, 662.890.6404, Fax 662.890.6407

Mayor Darren Musselwhite May 2, 2014 Page 2 of 3

- 4. Lester Road Pump Station and Sewer Mains and Legends Wastewater Lagoon Abandonment, Phase 4 Construction contract documents received final approval in February 2014. Bids will be opened on June 5, 2014. Sewer main alignments and connections were re-designed in order to allow for future sewer flow capacity. Legends subdivision wastewater lagoon abandonment design and construction work was incorporated into this phase from Phase 5 in order to streamline the overall project. The sub-consultant fee for design of the SCADA communication system through Gaines, Williams and Associates, Inc. was added, in order to ensure proper integration with the existing Southaven system. Lastly, land acquisition services for four separate easements were required in order to certify "Clear Site".
- 5. Take Waste Water Treatment Plants Off-Line, Phase 5 All remaining design work and construction engineering and inspection work was incorporated into Phases 3 and 4, respectively.

The following fee schedule provides a further task order breakdown for each phase:

Fee Schedule - Amendment No. 1

Planning Phase	Total \$5,863.77*
Task 1 - <u>Gravity Sewer</u> Design and Bidding Phase Construction Administration and RPR	Total \$ 88,611.43* \$ 16,000 \$ 72,611.43*
Task 2 - <u>Pump Station and Force Main</u> Design and Bidding Phase Construction Administration and RPR	Total \$ 146,561.76* \$ 38,461.76* \$ 108,100
Task 3 - Trinity Lakes and Old Airways Pump Stations and Trinity Lakes WWTF Abandonment Design and Bidding Phase Land Acquisition Services Construction Administration and RPR	Total \$ 137,737.06* \$ 47,629.12* \$ 18,307.94* \$ 71,800.00*
Task 4 – <u>Lester Road Pump Station & Legends</u> <u>Wastewater Lagoon Abandonment</u> Design and Bidding Phase Land Acquisition Services Construction Administration and RPR	Total \$ 121,572.43* \$ 71,463.09* \$ 7,059.34* \$ 43,050.00*
Task 5 - <u>Wastewater Treatment Plants Off-Line</u> Design and Bidding Phase Construction Administration and RPR	Total \$36,362.61* \$36,362.61* \$0*

* Denotes values added or changed as a part amendment.



Mayor Darren Musselwhite May 2, 2014 Page 3 of 3

Any modifications to this agreement will be made only through written amendments agreed to by both parties. Please execute both copies of this agreement and return one to our office.

Please advise if you need further information.

Sincerely,

NEEL-SCHAFFER, INC.

Mela.

Vincent J. Malavasi, P. E. Senior Project Manager

Accepted By:

CITY OF SOUTHAVEN Jouen Mundel

Mayor Darren Musselwhite

7-15-14



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1907-8FY14	0853-8FY14	5635-8FY14	5665-8FY14	0180-85714	1965-8FY14	2967-8FY14	3156-SFY14	0398-95714	3351-8FY14	7185-8FY(4	9424-8FY14	9366-BFY14	9473-8FY14	2452-8FY14	8438-9FY14	5897-8FY14	6523-8F) 14	5430-8FY14	5484 95114	2910-8FY14	founder #	City of Southave	51440	26809	r.dd/Y	M2446	\$1327202	26573	291660	070614	5	070114	026344	026031	070614	26719	26829	26700	26679 26742	14-8079	070914	614	nyolca #	City of Southwee Warrant # C-071
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9440 GREENBROOK PKWY	7735 TCHUAHOMA (25) 000 1000 000 000 10.52 000 000 000	7350 US HJIGHWAY 51N	- GENS MCCAN DRIVER TO A STATE OF THE	5811 PEPFERCHASE DR	1. 3566 NAURD 18 [11.1] [19.0] 1. [18.1] 310,52	1334 GOCDMAN RD	1281 GROOKHAVEN DR	GREENBROOK PKWY RAJ	6925 SYANNEA RU	8191 TULANE RD RANGE	7635 TCHULAHOMA	7825 TCHOLAHOMA	TEST TEST TOWN STATE TO THE STATE OF THE	6205 CETWELL RD	Sign GETWELL RO WATERTOWER (1998)	295 STATELINE RDE	1200 BRÖOKHAVEN DR.	SOUTHWEN ELEM SCHOOL	BOOK CONNERCE DR	8925 SWINNEA RD	invoice Description		PIZZA FOR RESELT AT CONCESSIONS		DEER CREEKLANE		DRIVE THRU REPAIRS \$1,438.22.	DICKENSON CODY	NO PHO BERNUDÁ SOD DE LA CIDADA TURA	COLLECTED SEWER FEES \$22,550.00	MONACING INC.	MONITHY MARCH ASSESSMENT \$6,024.23		100			OAVIS STEPHANIE	The second secon	508.77	ROOF REPAIR	BASEBALL	WATER AEROBICS	hyolce Description	
\$13.54	\$10.52	\$15.10	STOCK	\$10.52	\$10.52	\$14.85	\$1424	\$7 2	ST 10 10 10 10 10 10 10 10 10 10 10 10 10	36.36 36.00	ş.	86	\$6.22	\$7.63	% 22	1991		\$4.24	% 83	\$9.63	invoice Amnt	Page 12 of 44	, success		\$40,129.30	\$1100	\$1 658.22	5 41.75	\$500.00	\$22,650.00		\$6,024.29	N \$1,337.68) s* .	\$150.00	\$110.36	\$1048	20,665	\$11.25 \$36.77	-	\$5 (0.00		invoice Amat	Fage 10 of 44

	7625 GREENBROOK PKWY \$6,750.52	N 13 YK	\$5,510.20		118977 223093 995 ENTERGY SHOWNER BLIFFED RD 975/1/11	ETWELLRD	FNTEROY (1) (1) (1) (1) (1) (1) (1) (1) (1) (1)	ETWELLRD WATER PLANT \$3,636.24	22307 - 965 - ENTERGY - 3 - 5 - 5813 PEPPERCHASE DR	3335 PINE TAR ALY \$4,137.71	75	1840 STATELINE RD W \$1,038.89		OSTWELL & MAY RD \$407.41	9	NOWDEN LN		Invoice Description Invoice Amot		118974-7223116-7-11866-7-7-7-118110Y-7-7-7-7-7-7-7-7-7-7-7-7-7-7-7-7-7-7-7	19874 223077 656 ENTERGY 8400 GREENBROOK PROVY \$94.00	FINEL BUNDERN FLECORES	ENTERGY STATEMER RD HAMILTON SSC 4.	SOUTH STATE	OSPITALITY RO	6208 SNOWDEN LN	ISCO RD W SOCCER FD	(1897) 2388 (1997) 1988 (1997) ENTERGY (1997) 1997 (1997) 1998 (1997) 1998 (1997) 1998 (1997) 1998 (1997) 1998	223049 665 ENTERGY 2/3 GOODMAN NOW 955,90	HURCH W/RD	118972 223141 960 ENTERGY HIGHWAY STATING CHARLED STATES	AL AUTONO FIGURES	AIRVAYS AND RASCO	WHITWORTH ST \$39.75	8507 INVERNESS DR. \$34.56	7-005 CHEARY WALLEY BLVD \$31.78	i.	Invoice Description hovoid	
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\$422.58	\$295,79	\$344.08	\$157.18	\$129.42	\$204.96	2213.70	13134 V	\$167.66	\$150.54	\$226.22	\$106.93	\$79.56	488,16	\$93.22	\$78.51	\$78.51 \$75.16	HC.382	invoice Amnt	Page 15 of 44	390,03	\$27.06	126.77	\$25.87 \$27.32	\$224		919 919		\$25.87	319.09	\$19.93	\$18.69	\$15.18	1026	\$21.62	\$18.17	\$17.64	\$17.03	\$12.06	[a] A A
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56.65	FUEL FOR SPO	TORC CASTON	HUEL CARDS	ЛОРОЦСК	ALLIANT PROPERTY INSURANCE		1000年代		BASEBALL	2014 MML MEAL VOUCHER	2014 MAIL MEAL ALLOWANCE			FOOD FOR RESELL	20(4 MINL MEAL ALLOWANCE	HASEBALL	SHIPPING	2014 MUNIC MEAL ALL OWNANCE	UTILITY TRUCK ENVELOPES FOR TEN DAY LETTERS	REPLACE LEFT SIDE TRUCK MIRROR	Invoice Description			SIREN-ELWORE	CHANCE? COVE LOT 4	750 BROOKSIDE RD	6260 GETWELL CO SIREN	124 CHURCH RDE	1330 ARWAYS BLVD	3005 COLLEGE PD	2758 BLACK ROCK RD	- :	1433 STATELINE RD E	WOODLAND TRACE SOUTH	8779 WHIWORTH ST	8440 GREENBROOK PKWY	8185 GETWELL RD	7695 ARWAYS BLYD	SEWER LIST: STAD TOHOLARONA RD	154 DAVIS ROSTICLÁR LIFT STATION	367 RASCO RD W	183 STAN DANDING ROLE TOR STREET	ANTI TOHULAHOMA RO CO SEMEN	Sea Cone Se	hypice Description	
2025	\$8,577.19		\$237 PG	\$201,240,00	1.4	3	. 50.60	\$67.99	- 5197.00	\$205.00	\$207.00	\$50,00	\$30.13	\$4,381.90	F164.03		\$39.93		\$720.01	\$20.00	Invoice Amnt	Page 19 of 44		\$23.76	\$24.24	\$21.02	\$73.67	\$31.42	\$19.48	\$19.83	\$23.10	\$32.02		\$12.65	-:	\$6.63	- 1	\$10.85	\$16.80		\$6.53	610 26	110 13		invoice Amnt	
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	GOOD IEAN STRONG	DALES IN SECTION OF SE	GOODYEAR TIRE	BALLESWOK HOMES	FJEFF -RECYCLE	GLEN'S GARAGE	ASCN WILLIAM	GILBERT CALEB	GIBSON PROPARE SNOWDEN BALL PARK	GIBSON LURUNE F	GEESLIN DALE	GARRARO LINCHAEL	ACHER JOEL	CALLACHER JOHL	4.96	9195 GAINES, ROBERT SCACA SERVICES	ES MICHAEL	GLGLIANO PAUL	G & W DESEL SERVICE	O A W DESEL SERVICE	dor Name			EXMITA MEDICAT CFINI	EYSTER JAYME - RENT	EXCEL ECREENPRINTING	VIET & ANDRE		RGY	ENTERGY	RGY	ROY	ENTERGY	- Extraor Companya	ACT	AGY .	ENTERGY	ROY	RGY	Red Comment Comment		ROY				
ACCUER COMPLEY SELVER		MATERIALS SOP SHOP	THES - STATE CONTRACT		OOFF USEF SAECYCLE		GLEASON WILLIAM				BASEPALL	SCOREKEEPER	20040 CALLACHER JOEL 2014 MAIL CONT. PER DIEM 5184.00	2914 MIAL MEAL VOUCHERS	TITUTE CALLS INC.	SCACA SERVICES		HASEBALL	FUSES WIRES FOR ENGINE 4	COMPRESSOR SERVICE CALL	Involce Description		1	SCREENINGS	:	204 PROMOTIONAL ITEMS WRISTEANDS \$1,140.00	:	TURWIN DR	SWEETWATER ST		FLORALEEDR, LIFT PUMP	SO ENTERGY (1907) A 1985 (1907) OF 18891 NORTHWEST DR. 1907 (1907)	4146 ARWAYS BLYD	3491 WOODLAND TRACE NORTH	3088 NAIL RD	ENTERGY SYNAINEA RD & HWY 302	STATELINE & NORTHWEST		GROVE MEADOWS UPT STATION	1966 AND AND ENTER OF AN AND AND AN AND AND AND AND AND AND A	5795 PEPPERCHASE DR	2660 STARLANDING RD STORE STAR	2017 STAR LANDING RD EWIR TWR	NICHOLAS	1903 STARLANDING ROLLAKES OF	
41.63.4	\$770 AG	85 55 C	\$2,993.82	\$15.07	398.11		\$30.50		\$2.023	\$6.25	\$290.00	\$270.00	\$164.00	\$205.00	\$174,60	\$3,625.00	\$25.60		\$327.50	\$680.00	Invoice Amnt	Paga 20 of 44	: :: ::	\$590.00	145.25	4DS \$1140.00	17620	\$100.17	\$474.15	\$280.11	\$268 43	\$3,497.19	\$1,438,65	\$16925	\$1,122.40	\$81.90	378.51	·		563.43				36A31	15274	Invalor Amal

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SPECIAL PUBLIC DEFENDER FOR A 1.5 * 4200.00 (*) CRYSTAL HOWERLE (**) CRYSTAL HOWERLE (**) CRYSTAL HOWERLE (**)	COLL PILITER, CLEANER, AND WISHER (1986) (20) FLUID A. FL	OIL A OIL FILTER FOR SEWER MACHINE \$190.04		1913-04514 0 ZZSS7 7504 CORELLYS AUTOPARTS ENGRES TAPE STORY 1913-045122 0 ZZSS75 7504 ORELLYS AUTOPARTS MALFOR SHOP	0 22442 7394 ORELLYS AUTOPARIS CHEDIT \$22.59	1944 ORELLYS AUTOPARTS AAPTEK FOR TRALIER LIGHTS & FLEX SAX SERVICES TO TRALIER LIGHTS & FLEX SAX SERVICES AT THE SAX SERVICES	60) Telegraphy (1975) Telegrap	1106 NORTHCEHTRAL ELECTRI TENNIS COMPLEX 2503.25*	RIVER PIE DR 57(4 TENNIS CENTER	Invoice Description PEST CONTROL		grafika	222000 1949 MARPHY & SONS INCO. 1949 MITERIALS FOR FRANCES MINEST W. 22,4000 W. 27,4000	916 ULIPHY & SONS, INC. WITERUS FOR FABLERS UNIVEET SIZES. 917 0 ZIZSSS 1540 WITERUS FOR FABLERS UNIVEET SIZES.	MUTERIALS FOR FARMERS MAKET \$178.10 MUTERIALS FOR FARMERS MAKET \$408.29 MUTERIALS FOR FARMERS MAKET \$408.29	22394 (697) (MIRCHSOMME) DISTRIBULY FOR PRINCES WAVET 223955 1540 WIRPHY & SYNS, INC. WATERIALS FOR PRINCES	LISTEDOMENT AUTHO CAUSE GOOD ALBERTATION STUDIOS INSTERIOR STUDIOS AND AUTHORITORY	22305 1820	20328 (2003) Moridow Robert Cou.E. (2003) Mor	### 1997 22114) 335 MOCRE MEDIOLI CORP SOUMH CHLORDE 1551.55 1555.	MEDICAL CORP MEDICAL SUPPLIES	ANNUAL WATER OWALTY AWAYSIS FEE	Invoice Description FURNITURE
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124.33 124.33 124.33	SPO MIFIS	11860 ZZ563 1095 VERIZON WRELESS 3 CELL-HOVEL 33,11,54 11860 ZZ569 1095 VERIZON WRELESS 3 SEPLURIS \$22,43	10-55	960 ZZ963 160 ZZ969		9726313362 9725851011	\$595,00	23945 70051 700 ORLS AND ARCO COFFICE CLEANING AT PEPPER CIVASE \$485.00 JUNE 2011 1111 UNION AUTO PARTS 223468 1111 UNION AUTO PARTS 253-BRAKE PAGS 439.78		TWO GIRLS AND A BROX UNION AUTO PARTS	20961 ·	223455 223856	0 0	1408
\$22.5 \$22.13	SPO METS	VENTURE SIGNATURE HO YERIZON WIRELESS	1095	0 223711 0 223711	753	26753 72755597	\$200.00 \$36.77	THAT THE DATE OF THE THAT THE THAT THE THAT THE THAT THE THAT THE THAT THE THAT THE THAT THE THAT THE THAT THAT	60°, 540 178 178	TURNER DALE	2857 22014	0 223932 2657 0 223305 22014		ाट्यास े 26787
SOON 31,378,70, & BUFFER \$293.25	REPLACEMENT P.H. PROBE & SOLUTION	SSI USA, BLUEBOOK ZERATOR FOR LEGENJOS LAGOON 31,1378,70 SSI USA, BLUEBOOK REPLACEMENT PH. PROBE & BUFFER 1289.25 SQUITION	25 - 26 26	0 22348 551		379630 377587	\$975.00 The S	6001+08601 0 22340 21915 RIPLE ALEBOAN PROPER 3 CONNECTIVAL W. /2 SOLUTIONS 1875,00 2015 0 22241 21990 TUCKERLAURINGEH	第	TRUE AMERICAN PROPI	21915 21980	223861 223241	8281 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	مغورة من من من من من من من من من من من من من
REVDERF. \$3,350,00 HOP & CO \$10,113.04	GREENBROOK PARK GIFT SH	URBAN ARCH ASSOC ARCHITECTURAL SERVICES REDUE OF \$1,360,00 URBAN ARCH ASSOC GREENBROOK PARK GET SHOP & CO \$10,113 of	5831	0 223021 0 223021		14009-AZ	\$346.44 \$102.59	REPAIR TO AC UNITS AT PAC MATERIALS FOR SHOP		TRUSTAR COMPANIES. TRUCK PRO	459 997	223578 (+) 469 (-) 223410 997	372	TC3879/2 001-0550372
\$787.50	HVAC SERVICES	UPCHURCH SERVICES, L	16517	223683		73133	\$3,670.90	HVAC SERVICES		TRUSTAR COMFANIES	Vendor #	O 223369 469		TC3851
invoice Amnt	involce Description	14 & D-271514 Checks Vouchers Vendors Vendor Name	* Vender#	ck# Vaucher:	20715	Warrant #: C	laveler Ampt					H071514	97.5	Warrant #
•				,								-	44.4	

City of Southaven Docket of Claims



Warrant #: S-071514 & S-071514

City of Southaven Claims Docket Warrant #: S-071514 & S-071514

Invoice #	Check#	Voucher#	Vendor #	Check# Voucher# Vendor# Vendor Name	Invoice Description	Invoice Amnt
P44266	0	223960	223	CROWS TRUCK SERVICE	DIESEL	\$191.60
S7781 P44337	0	223959 223933	223 223	0 223959 223 CROWS TRUCK SERVICE 0 223933 223 CROWS TRUCK SERVICE	E.8AIR LEAK MATERIALS FOR SHOP	\$222.69 \$76.76
\$7841 \$7454	0	0 223934 0 223935	223 223	223 CROWS TRUCK SERVICE 223 CROWS TRUCK SERVICE	T:3 STEERING TRUCK 3 - SERVICE CALL	\$1,896.02 \$1,802.19

Total Invoices Paid on this Docket: \$4,189.26

City of Southaven Docket of Claims



Warrant #: S-071514 & S-071514

Invoice #	Check#	Voucher #	Vendor#	Vendor Name	Invoice Description	Invoice Amnt
P44266	0	223960	223	CROW'S TRUCK SERVICE	DIESEL	\$191.60
\$7781 S	0	223959 223933	223 223	CROWS TRUCK SERVICE CROWS TRUCK SERVICE	E-8AIR LEAK MATERIALS FOR SHOP	\$222.69 \$76.76
\$7841 \$7454	0 0	223934 223935	223 223	CROWS TRUCK SERVICE	T-3 STEERING TRUCK 3 - SERVICE CALL	\$1,896,02 \$1,802.19

Total Invoices Paid on this Docket: \$4,189.26