MINUTES OF THE REGULAR MEETING OF August 19, 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 19th day of August, 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, and Nick Manley, City Attorney. Approximately seventy-five (75) other people were present.

Mayor Musselwhite called the meeting to order. Alderman Gallagher led in prayer, followed by the Pledge of Allegiance led Alderman Ferguson. Next, a motion was made by Alderman Payne to approve the minutes of the regular meeting of August 5, 2014 with any corrections, deletions, or additions necessary. There being none the motion was seconded by Alderman Brooks. Motion was put to a vote and passed unanimously.

BUDGET AMENDMENT

Chris Wilson, City Administrator, presented this item to the Board. Mr. Wilson stated that these are funds that have already been received and requested that they be reflected in the budget and expensed out in facilities management. Mr. Wilson stated that a part of these funds were used for an emergency purchase for the Utilities Department. A motion was made by Alderman Brooks to approve the budget amendment. Motion was seconded by Alderman Flores.

Roll call was as follows:

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

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried on the 19th day of August, 2014.

A copy of the budget amendment is attached to these minutes.

ENTERING OF EMERGENCY PURCHASE IN MINUTES

Mayor Musselwhite presented this item to the Board. Mayor Musselwhite stated that based on the recommendation of the Utilities Director, Ray Humphrey, he authorized an emergency repair purchase to the Getwell Water Plant East High Service Pump for \$19,761.00 to prevent an interruption in water service.

A copy of the authorization letter and invoice are attached to the minutes.

AUTHORIZATION TO ADVERTISE FOR GETWELL ROAD WIDENING

Whitney Choat-Cook, Planning Director, presented this item to the Board. Mrs. Choat-Cook stated that the City had received notification from MDOT that gave permission to advertise the Getwell Road Widening Project and requested approval from the Board to advertise in the Clarion Ledger. Alderman Flores made the motion to approve the request to advertise. Motion was seconded by Alderman Ferguson. Motion was put to vote and passed unanimously.

LEASE AMENDMENT WITH MID-SOUTH FLEA MARKET

Nick Manley, City Attorney, presented this item to the Board. Mr. Manley stated that this lease amendment with the MidSouth Flea Market reflects the new rental rate of \$2,500.00 per day for the Arena and extends the lease until December 31, 2015 based on the Parks Department recommendation. Alderman Brooks made the motion to approve the lease amendment. Motion was seconded by Alderman Kelly. Motion was put to vote and passed unanimously.

A copy of the lease amendment is attached to these minutes.

AGREEMENT WITH SPD AND LEADSONLINE, LLC

Nick Manley, City Attorney, presented this item to the Board. Mr. Manley stated that this is an agency agreement with the Southaven Police Department and LeadsOnline. Mr. Manley stated that pursuant to the contract, LeadsOnline will assist with the monitoring of property being sold via pawn shops, precious metals, etc., to provide support for identifying stolen property. The contract is for three (3) years with an annual cost of \$6,688.00. Alderman Flores made the motion to allow Mayor Musselwhite or Tom Long, Police Chief, to enter into an agreement with LeadsOnline. Motion was seconded by Alderman Gallagher. Motion was put to vote and passed unanimously.

A copy of the agency agreement is attached to these minutes.

AGREEMENT WITH DESOTO COUNTY SCHOOLS FOR SRO OFFICER

Nick Manley, City Attorney, presented this item to the Board. Mr. Manley stated that this agreement is for professional services between the City of Southaven and Desoto County Schools. This agreement states that the City will provide a resource officer to schools within the City and in exchange, the Board of Education will pay a flat rate of \$12,000.00 annually towards the salary of a full-time SRO. Alderman Payne made the motion to approve the agreement. Motion was seconded by Alderman Beshears. Motion was put to vote and passed unanimously.

A copy of the contract for professional services is attached to these minutes.

RESOLUTION FOR ARENA DONATION TO SOUTHAVEN ROTARY

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI FOR LEASE DONATION OF SOUTHAVEN ARENA TO SOUTHAVEN ROTARY AND VARIANCE FROM RENTAL POLICY FOR FUNDRAISER ON MAY 8, 2015

WHEREAS, the City of Southaven ("City") pursuant to Mississippi Code Sections 17- 3-3, 21-17-1(3)(b)(ii) and 21-19-65desires to donate use of the Southaven Arena ("Arena") to the Southaven Rotary ("Rotary") on May 8, 2015; and

WHEREAS, the City has control of the municipal property, the Arena, and has the authority under the City's Rental Policy and applicable law to donate use of the Arena to the Rotary as it a non-profit entity located in the City and the Rotary will use the Arena to host a fundraiser which will benefit local charities and student scholarships in the City; and

WHEREAS, the City finds that the Rotary's missions and purpose for this event at the Arena is consistent with the mandates of Mississippi Code Section 21-17-1(3)(b)(ii) and 21-19-65 and allows the Rotary to utilize via an in-kind donation of the lease from the City; and

WHEREAS, the City finds that the Rotary will raise funds at the May 8, 2015 fundraiser that will match or exceed the in-kind donation of the Arena provided by the City pursuant to Mississippi Code Section 21-19-65; and

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY, ACTING FOR AND ON BEHALF OF THE CITY, AS FOLLOWS:

SECTION 1. Pursuant to Mississippi Code 21-17-1(3)(b)(ii) and 21-19-65, the Governing Body of the City hereby donates use of the Arena to the Rotary no May 8, 2015 to assist with the fundraiser, which fundraiser will raise funds which exceed the in-kind donation of the City, and to assist the efforts of the fundraiser to benefit local charities and student scholarships in the City for the advancement of the moral interest of the City.

SECTION 2. Pursuant to Mississippi Code 17-3-3, the City also desires to advertise its City Facilities, including the Arena, and desires to advance the moral

interest of the City by allowing the Arena to be used by the Rotary for the fundraiser based on the purposes of the fundraiser.

SECTION 3. The City hereby grants the Rotary a variance from the City Rental Policy and allows alcohol to be served at the event on May 8, 2015 in accordance and restrictions under the City Rental Policy.

SECTION 4. On behalf of the City, the Mayor or his designee is directed to take all actions to effectuate this Resolution.

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

Alderman William Brooks	voted:	YES
Alderman Kristian Kelly	voted:	YES
Alderman 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 19th day of August, 2014.

	DARREN MUSSELWHITE, MAYOR
ATTEST:	
CITY CLERK	

RESOLUTION GRANTING AUTHORITY TO CLEAN PRIVATE PROPERTY

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RESOLUTION GRANTING AUTHORITY TO CLEAN PRIVATE PROPERTY

WHEREAS, the governing authorities of the City of Southaven,
Mississippi, have received numerous complaints regarding the parcel of land
located at the following address, to-wit: 8883 Whitworth Drive, 2353 Colonial
Hills Drive, 9181 Triple Crown Loop East, Parcel ID# 108726000 0000603,

Parcel ID# 208112000 0000701, 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, August 19,
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,

August 19, 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: 8883 Whitworth Drive, 2353 Colonial Hills Drive, 9181 Triple Crown Loop East, Parcel ID# 108726000 0000603, Parcel ID# 208112000 0000701 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 Beshears and seconded by Alderman Payne. The Resolution was then put to a roll call vote and the results were as follows, to-wit:

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

The Resolution, having received a majority vote of all Aldermen present, was declared adopted on this, the 19th day of August, 2014.

CITY OF SOUTHAVEN, MISSISSIPPI

BY:	
	DARREN MUSSELWHITE MAYOR

ATTEST:

SHEILA HEATH CITY CLERK

(SEAL)

PLANNING AGENDA

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

ITEM #1 Application by Robbie Jones for subdivision approval to further subdivide Lot 2 of the Heritage Hills Phase 2 Subdivision on the east side of Hwy. 51, south of Rasco

Mrs. Choat-Cook stated that this application request is to further subdivide the parcel at the SE Corner of Rasco Road and Hwy 51 into a 1.61 acres and a 1 acre lot. Mrs. Choat-Cook stated that there is a stipulation to place a landscape buffer, no disturb zone, so that there are not any issues between the residential and commercial lots. Alderman Payne made the motion to approve the application. Motion was seconded by Alderman Kelly. Motion was put to vote and passed unanimously.

A copy of the application and final plat is attached to these minutes.

ITEM #2 Application by Wes Luttrell for subdivision approval to merge Lots 15 and 16 of the Newberry Subdivision on the south side of Starlanding Road, west of Getwell

Mrs. Choat-Cook stated that this request is from a private property owner in the Newbury Subdivision on Starlanding Road, West of Getwell Road, to combine both of their lots to form one large lot. The property owners were informed that they that they had to get permission from the adjacent property owners to do the merger. Mrs. Choat-Cook stated that the property owners were compliant with the homeowner's covenants and square footage of the neighborhood. The property owners will need to request to vacate the easements between the lots for all utilities. Alderman Brooks made the motion to approve the application. Motion was seconded by Alderman Payne. Motion was put to vote and passed unanimously.

A copy of the application and final plat is attached to these minutes.

ITEM #3 Application by Rhonda Pressgrove for a Conditional Use Permit to allow a consignment store to be located at 8096 Hwy. 51

Mrs. Choat-Cook stated that this application is for a conditional use permit for a consignment store to be located at 8096 Highway 51. Mrs. Choat-Cook stated that they comply with the half mile radius rule and recommends approval. Alderman Kelly made the motion to approve the application. Motion was seconded by Alderman Ferguson. Motion was put to vote and passed unanimously.

A copy of the application is attached to these minutes.

MAYOR'S REPORT

Mayor Musselwhite reported that construction has begun on the Elmore Road project and stated that the Road will consist of four lanes from Goodman Road to Church Road.

Mayor Musselwhite stated that the City of Southaven was awarded the Justice Assistance Grant from the Federal government in the amount of \$34,792.00 and gave special thanks to Chris Wilson, City Administrator, for all of his hard work in applying for the grant.

Mayor Musselwhite reminded everyone that a new website is currently in the works and that there will be an official Mayor's Report on the website to better update and communicate with the Citizens.

Mayor Musselwhite stated that with the upcoming budget hearing on August 26, 2014, the Board has been in detailed discussions trying to overcome some of the challenges that the City of Southaven has been faced with. Mayor Musselwhite stated that the constant challenges with Obama Care and healthcare insurance cannot be ignored. Mayor Musselwhite also stated that two weeks before the budget was set in 2013, the City received notice from Desoto County that property values were deassessed by \$10,000,000.00, in which, was quiet a set back on the property sales tax revenue. In 2001, there was a vote to pay for sanitation services out of property taxes, however, state law states that the vote was good for five (5) years and should have been voted on again in 2006. Mayor Musselwhite stated that state law also limits the amount of millage you can allocate toward sanitation. Mayor Musselwhite stated that the Board is considering the way sanitation is being billed and that it looks as though there will not be a property tax increase in the City of Southaven.

Mayor Musselwhite requested authorization from the Board to bid on the repairs to the Whitworth Building. Alderman Brooks made the motion to authorize advertising for bids. Motion was seconded by Alderman Flores. Motion was put to vote and passed unanimously.

CITIZEN'S AGENDA

Catherine Barnett and Ed Hughes, M.R. Davis Public Library

Ms. Catherine Barnett, Head Librarian, thanked the Mayor and Board for their continued support of the library. Ms. Barnett reported that 3,600 citizens participated in the summer reading program and that they offered a total of 77 programs during June and July. Ms. Barnett stated that they strive to provide excellent customer service working with students, teachers, parents, job hunters, seniors and anyone else needing information. Ms. Barnett also stated that they are targeting common core and have a growing number of books for teen readers. Ms. Barnett expressed great thanks to their supporters, Bradley Wallace, and the Police Department.

Ed Hughes, the new First Regional Library Director, introduced himself to the Board and expressed his appreciation for all of the support from the City of Southaven.

Mayor Musselwhite announced that the sign up deadline for the Citizen's Agenda is 12:00 p.m. on the Friday prior to a Tuesday Board Meeting. Mayor Musselwhite stated that Trish Teuton, owner of Patsy Cleen, requested to speak at this meeting and stated that Board authorization would be needed. Alderman Kelly made the motion to add Ms. Teuton to the Citizen's Agenda. Motion was

seconded by Alderman Ferguson. Motion was put to vote and passed unanimously.

Ms. Teuton stated that she has owned her commercial cleaning business for eight years and expressed some concerns about being terminated from cleaning City Hall, the Southaven Library, and Southaven Court building. Ms. Teuton stated that she was complained on by a City employee that bathrooms by the Utilities Department were not being cleaned properly. Ms. Teuton stated that she wanted to rectify the situation, so she went to that employee to explain. Ms. Teuton stated that she was protecting the reputation of her company. Bradley Wallace, Public Works Director, stated that it is for that reason alone that he is recommending termination. Mr. Wallace stated that it was not appropriate or professional to confront a City employee verbally or otherwise. Ms. Teuton argued that her contract was valid since she continued to clean for the City after the contract expired. Mr. Manley, City Attorney, stated that from the City's point of view, the contract was for a term of one (1) year and expired on May 14, 2014. Mr. Manley stated that she does not have any contractual rights unless she has an actual valid contract.

Alderman Gallagher made a motion to allow citizens requesting to speak in regards to Mike Mullins, Parks Director. The motion died for lack of a second.

PERSONNEL DOCKET

Personnel Docket August 19, 2014

Theresa Lee	Crossing Guard	Police - 211	2014	444.00
		I Once - ZII	2014	\$10.20
Payroli	Previous		Effective	Proposed Rate
Adjustments	Classification	New Classification	Date	Pay

Payroll Deletions	Position	Department	rermination Date	Rate of Pay
Andrew Porter	Seasonal Laborer	Parks and Recreation - 411	August 7, 2014	\$8.00
Matthew Johnson	Seasonal Laborer	Parks and Recreation - 411	August 11, 2014	\$8.00

Alderman Brooks made the motion to approve the Personnel Docket of August 19, 2014 as presented to this Board. Motion was seconded by Alderman Kelly. 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.

Mr. Manley stated that the City has had an agreement with Sweeping Corporation of America since September 1, 2004 for street sweeping services. Mr. Manley stated that the prices have not changed during that time and they are requesting an increase in prices for different routes and adjustments for different services. Mr. Manley stated that Bradley Wallace, Public Works Director, reviewed the amended lease agreement and recommends the price increase. Mr. Manley stated that the actual terms of the contract were renegotiated and the agreement would be valid for three (3) years. Alderman Flores made the motion to approve the amended professional services agreement. Motion was seconded by Alderman Ferguson. Motion was put to vote and passed unanimously.

OLD BUSINESS

RESOLUTION OF CITY OF SOUTHAVEN BOARD OF ALDERMAN TO TERMINATE THE SERVICES OF PATSY CLEEN

WHEREAS, the City of Southaven ("City") previously entered into a contract with Patsy Cleen in May of 2012; and

WHEREAS, the contract had a one year term until May of 2013 and such contract required further approval for an additional one year term until May of 2014; thus, the City does not have a valid binding contract with Patsy Cleen; and

WHEREAS, in addition, the current City Board and Mayor have not approved any contract with Patsy Cleen as such action is not reflected in the City minutes; and

WHEREAS, Patsy Cleen continued to assist the City with various cleaning services after the date of the contract; and

WHEREAS, based on there being no contract with Patsy Cleen and the substandard performance of Patsy Cleen along with the actions of the ownership of Patsy Cleen toward City employees, the City desires to not utilize the services of Patsy Cleen; and

NOW THEREFORE, be it resolved as follows:

1. The City does not have a current contract with Patsy Cleen, as no prior approval for any current or binding contracts are located in the minutes as approved by the current City Board and Mayor as Mississippi law is clear that public boards speak only through their minutes and their actions are evidenced solely and exclusively by entries on the minutes. Rawls Springs Util. Dist. v. Novak, 765 So. 2d 1288 (Miss. 2000). In addition, the

contract previously approved by the former City Board and Mayor expired in May of 2014. However, to the extent any such contract is or has been claimed by Patsy Cleen, the City voids such contract with the City as it is well-settled in Mississippi that governing authorities of a municipality may not bind their successors in office to a contract which takes away the successor board's rights and powers conferred by law. *Biloxi Firefighters Assoc. v. City of Biloxi*, 810 So.2d 589 (Miss.2002).

- 2. The Mayor or his designee is authorized to act in a manner consistent with the intent and purpose of this Resolution.
- 3. The City is authorized to seek new cleaning services in order to provide the necessary maintenance for City buildings.

REMAINDER OF PAGE LEFT BLANK

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

Alderman William Brooks	voted: yes
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 19th day of August, 2014.

	Darren Musselwhite, MAYOR
ATTEST:	
Sheila Heath, CITY CLERK	

CLAIMS DOCKET

A motion was made by Alderman Payne to approve the Claims Docket of August 19, 2014, including demand checks and payroll in the amount of \$1,825,883.01. Motion was seconded by Alderman Beshears.

Excluding voucher numbers:

225617, 225036, 225337,225570, 225572, 225577, 225578, 225603, 225617, 225657, 225690, 225700, 225709, 225715, 225724, 225727, 225826, 225827, 225934, 225951.

Roll call was as follows:

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

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried and approved for payment on the 19th day of August, 2014.

Alderman Ferguson and Alderman Flores recused themselves and left the room.

A motion was made by Alderman Payne to approve the Special Claims Docket of August 19, 2014 in the amount of \$22,158.58. Motion was seconded by Alderman Beshears.

Roll call was as follows:

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

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried and approved for payment on the 19th day of August, 2014.

Alderman Ferguson and Alderman Flores then returned to the room.					
EXECUTIVE SESSION A copy of the Executive Session Minutes are maintained in the City Clerk's Office.					
There being no further business to come before the Board of Aldermen, a Motion was made by Alderman Flores to adjourn. Motion was seconded by Alderman Ferguson. Motion was put to a vote and passed unanimously, Augus 19, 2014 at 9:15 p.m.					
Darren Musselwhite, Mayor					
Sheila Heath, City Clerk					
(Seal)					

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CODE	ACCOUNT	€ÛR	RENT BUDGET		PROPOSED	FY 2	G14 YTO ACTUAL	AMOUNT	OF AMENDMENT
10 430 300	FRANCHISE FEES	\$	(1,550,000)	5	(1,800,000)	\$	(1,811,727)	\$	(250,000
10 450 100	POLICE GRANT	\$	(18,760)	\$	(57,000)	\$	(67,002)	\$	(48,240
10 501 500	AMBULANCE BILLING	\$	(900,000)		(970,000)		(969,063)		(70,000
10 420 400	SUILDING PERMITS	S	(375,000)		(400,000)		(409,612)		(25,000
10 420 7Gù	PLANNING PERMITS	\$	(30,000)	ţ	(50,000)	\$	(54,977)	\$	(20,000
2 620 902	FACILITY MANAGEMENT	\$	1,000,960	\$	1,400,000	\$	1,128,693	\$	400,00
3 635 900	RESERVE	\$	· · -	ş	13,240		•	\$	13,24
								\$	-
					•				

CITY OF SOUTHAVEN

Top of Mississippi Office of the Mayor

DARREN MUSSELWHITE Mayor



8710 Northwest Drive Southaven, MS 38671 Phone: 662.393.6939 Fax: 662.393.7294 dmusselwhite@southaven.org

TO:

BOARD OF ALDERMEN

FROM:

MAYOR DARREN MUSSELWHITE

DATE:

AUGUST 15, 2014

RE:

EMERGENCY PURCHASE

Pursuant to MS State Code 31-7-13 (K) concerning emergency purchases, I am authorizing the emergency repair to the Getwell Water Plant East High Service Pump to be completed by Parks and Parks Water Well Service for \$19,761.00.

Darren Musselwhite, Mayor



CITY OF SOUTHAVEN

At the "Top" of Mississippi

UTILITY DIVISION

August 12th, 2014

Honorable Mayor Musselwhite and Southaven Board of Aldermen

Reference: Emergency Repair to Getwell Water Plant East High Service Pump

Dear Mayor and Board,

Recently, one of the water service pumps at the Getwell Water Treatment Plant failed causing a disruption in our output for this water plant that serves the Getwell corridor area. This failure required a complete rebuild of the pump bowl and shaft, and a replacement of the 50 hp motor.

Since it was imperative to get this pump back in service as soon as possible, I am requesting that this be declared an emergency repair under state law, and payment for this repair in the amount of \$19,761.00 be paid to Parks and Parks Water Well Service. Thank you for your consideration in this matter.

Sincerely,

Ray Humphrey
Ray Humphrey
Director of Utilities
City of Southaven

Parks & Parks Water Well Service Inc.

O. Box 32 Houston, MS 38851 hone (662) 456-2011 Fax (662) 456-2264

INVOICE # 11772

P.O. Number: TERMS:

Due upon Receipt

ill TO: City of Southaven 5813 Pepper Chase Drive Southaven, MS 38671

QTY	DESCRIPTION	PRICE	AMOUNT	
			\$	
			\$	-
1	LOT - High Service Pump Getwell Plant (See Atatchment)	\$ 19,761.00	\$ 19,76	61.00
			\$	<u>-</u>
			\$	-
			\$	7
			\$	
			\$	-
			\$	-
			\$	-
		SUBTOTAL	\$ 19,70	- 61,0
	PO #	TAX RATE		-
	<u> </u>	SALES TAX		
	VENDOR #	OTHER		
	INVOICE # 11772	TOTAL	\$ 19,70	61.0
	AMOUNT \$ 19761. 00			
	DESCRIPTION, O ION O VOLMENT			

DESCRIPTION emergency with well with

DEPT. CODE \$15-625300

PARKS & PARKS WATER WELL SERVICE INC.

109 OKOLONA CUT-OFF ROAD HOUSTON, MISSISSIPPI 38851

PHONE: 662-456-2011

FAX:662-456-2284

24 HOUR SERVICE

August 7, 2014

City of Southaven 5813 Pepper Chase Drive Southaven, MS 38671

Re: High Service Pump Getwell Plant

1	50 HP 460/3 1800RPM 326TP frame US Motor	\$4,995.00
1	12CC 2 Stage W/L Pump Assembly install in Clear Well	\$14,766.00
	1- 12CB bowi	,
	1- 8" x 111" column assembly with stainless steel shaft	
	1- Repair 1.50" packing box	
	1-New head shaft and nut	
Total		\$19,761.00

FIRST AMENDMENT TO LEASE AGREEMENT BETWEEN THE CITY OF SOUTHAVEN AND MID SOUTH SWAP MEET AND FLEA MARKET

This Lease Amendment is made and entered into this 19th day of August, 2014, by and between The City of Southaven, "Lessor" and Mid-South Swap Meet and Flea Market, "Lessee."

WITNESSETH:

WHEREAS, Lessor and Lessee entered into a Lease for use of the City Arena, located at 7360 Highway 51, Southaven, Mississippi, dated December 3, 2013; and

WHEREAS, the term of Lease expires on December 31, 2014; and

WHEREAS, the rental amount for the Lease was Three Thousand Dollars and 00/100 (\$3,000.00) per day; and

WHEREAS, the Lessor and Lessee desire to amend and renew the Lease.

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

- 1. The Lease shall be renewed until December 31, 2015.
- 2. Section 2 of the Lease shall be amended to provide that the rental amount shall be Two Thousand Five Hundred Dollars and 00/100 (\$2,500.00) per day.
- 3. All other provisions of the lease dated December 3, 2013 shall remain in full force and effect.

WITNESS OUR SIGNATURES, on this, the 19th day of August, 2014.

LESSOR: CITY OF SOUTHAVEN, MISSISSIPPI

BY:
DARREN MUSSELWHITE
MAYOR

LESSEE: MID SOUTH SWAP MEET AND FLEA MARKET

ROWELL CARDOSI

OWNER



6900 Dallas Parkway, Suite 825. Plano, TX 75024

advonline.com

T 972-361-0900

AGENCY AGREEMENT

This LeadsOnline, LLC AGENCY AGREEMENT ("Agreement"), dated, <u>August 15, 2014</u> ("Effective Date" is) made between Southaven Police Department ("Agency") and LeadsOnline LLC ("Leads").

SCOPE OF AGREEMENT

Leads operates and maintains an electronic reporting and criminal investigation system for receiving Data for the use of Law Enforcement Officials in their official duties. Leads acts in the capacity of an agent for such Law Enforcement Agencies for the purpose of collecting, maintaining and disseminating Data.

Agency desires to utilize Leads' System to support its investigations.

Subject to the terms of this Agreement and in consideration of the mutual covenants stated below, the parties agree as follows:

1. Definitions

- 1.1 "Data" means all information provided by Reporting Business and Law Enforcement Agencies about transactions, including (but not limited to) the transaction number, item number, product UPC code, quantity and ingredients, make, model, property description, serial number, name, address, identification number, telephone number, date of birth and any images recorded during the course of a transaction according to official request, statutory requirement or otherwise.
- 1.2 "GLBA" means the Gramm-Leach-Billey Act of 1999, together with the Privacy Rule and Safeguards Rule promulgated by the U.S. Federal financial institution regulators and the Federal Trade Commission.
- 1.3 "Law Enforcement Agency" means any agency duly authorized by municipal, state, county or federal government to enforce laws or investigate crimes.
- 1.4 "Law Enforcement Official" means a person employed and authorized by a Law Enforcement Agency to, in their official duties, access Data and/or submit Data for official use by Law Enforcement Agencies.
- 1.5 "Leads' System" is Leads' electronic reporting and criminal investigations system for receiving Data for access by Law Enforcement Officials.
- 1.6 "Reporting Business" shall mean any entity that records Data regarding (a) the receipt or sale of products regulated by law, including but not limited to the Combat Methamphetamine Act of 2005 and (b) the receipt or other disposition of merchandise or materials, and reports such Data for access by Law Enforcement Officials according to official request, statutory requirement or otherwise.

2. Responsibilities of Agency

2.1 Agency agrees that the protection of usernames and passwords used to access Leads services and any Data accessed via Leads by its Law Enforcement Official is the

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Page 1 of 6



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responsibility of Agency. Agency agrees to maintain such information in a secure manner and to not provide login credentials to any other person.

- 2.2 Agency is responsible for the accuracy of information submitted by Agency's Law Enforcement Officials in registration for Law Enforcement Agency's accounts.
- 2.3 Agency agrees that accounts will be used only by the Law Enforcement Official to whom the account is registered.
- 2.4 Agency represents and warrants that it shall only access, use and disclose Data for use in Agency's official Law Enforcement Agency duties.
- 2.5 Agency agrees to not divulge Data or information obtained through Leads' System to anyone other than Law Enforcement Officials within Agency's Law Enforcement Agency, with the exception of disclosure necessary for the purpose of prosecution of crimes within Agency's jurisdiction investigated by Agency.
- 2.6 With regard to Data accessed from Leads' System, Agency agrees to comply with all applicable statutes, laws and regulations for use and disclosure of non-public personal information, including federal and state data security breach laws and the GLBA.
- 2.7 Agency will pay subscription fees according to the schedule set forth in Attachment 'A' which by this reference is incorporated herein.

3. Responsibilities of Leads

- 3.1 Leads agrees to operate and maintain the Leads System for the purpose of receiving Data for access only by Law Enforcement Officials.
- 3.2 Leads agrees to secure Data using administrative, technical and physical safeguards as set forth in applicable law, including the GLBA.
- 3.3 Leads agrees to provide use of Leads' System with the capabilities specified in Attachment 'A'.

Conditions for use of Leads' System

- 4.1 Leads' System and website, including but not limited to written materials, text, graphics, logos, software, functionality, icons and images are the exclusive proprietary property of Leads and are protected under the United States Copyright Act (17 U.S.C.), as well as by all applicable state and international copyright laws, and by the Lanham Act (15 U.S.C. §§1051-1141n). Agency Agrees to abide by any additional copyright notices, trademarks, information, or restrictions contained in any content on Leads' System and website. Leads' System and website may be used solely for the purposes expressly provided for herein, and no aspect of the Leads' System or website may be used for any other purpose whatsoever. Any other use is unauthorized and will constitute an infringement upon the proprietary rights of Leads. No authority to use any content on Leads' System, website, or any other intellectual or other property of Leads not expressly granted by this Agreement shall be implied.
- 4.2 Agency agrees to not decompile or otherwise copy or use content on the Leads' System or website or other proprietary information of Leads for purposes of reverse-engineering or reconstruction, and to not remove, overprint or deface any notice of copyright,

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Page 2 of 6



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trademark, logo, legend, or other notices from any materials Agency obtains from Leads' System or website.

- 4.3 Agency represents it is a Law Enforcement Agency.
- 4.4 Leads may modify or upgrade any aspect of Leads' System at any time without notice. Leads agrees to make commercially reasonable efforts to perform such modifications in a manner that is not disruptive to Agency.
- 4.5 Subject to the terms of this Agreement, Agency hereby appoints Leads as its agent for the sole purpose of collecting, maintaining and disseminating Data from Reporting Businesses. This agency appointment is effective as of the registration date of Agency's initial user.
- 4.6 Leads uses a number of checks to identify inaccurate or incomplete Data, but cannot and does not represent or endorse the accuracy or reliability of Data or other information submitted by Reporting Business and Law Enforcement Agencies. Data is provided by Reporting Businesses and Law Enforcement Agencies according to the laws and practices enforced in Reporting Businesses' jurisdiction using their proprietary operational software.
- 4.7 Leads will provide reasonable instructions to Reporting Businesses regarding uploading Data to the Leads' System, but is not responsible for ensuring their compliance with their Data reporting obligations.
- 4.8 Agency will not discourage Reporting Businesses from submitting Data via Leads.

- 5.1 This Agreement will become effective as of the date first set forth above and remain in effect for three (3) years plus any initial partial year (the "Initial Term") or until termination by Leads or Agency as described below.
- 5.2 Neither party is obligated to renew this Agreement. Upon expiration of the Initial Term and any renewal term, Agency may renew this Agreement for an additional one-year term upon payment of an annual invoice submitted by Leads.
- 5.3 Following reasonable notice and cure period(s), either party may without further notice, terminate this Agreement if the other party (a) fails to perform any material obligation required under this Agreement or (b) violates any laws, rules or regulations related to this Agreement.
- 5.4 Agency may terminate this Agreement by providing 60 days' written notice to Leads prior to the next contract year if funding to make the next scheduled payment is not appropriated to the Agency for this Agreement.

6. Disclaimer and Indemnification

6.1 TO THE EXTENT PERMITTED BY LAW, EXCEPT FOR THE REPRESENTATIONS SET FORTH IN SECTION III OF THIS AGREEMENT, LEADS SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS, CONDITIONS, AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARISING BY STATUTE, OPERATION OF LAW, USAGE OF TRADE, CUSTOM, COURSE OF DEALING, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY,

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MERCHANTABLE QUALITY, SATISFACTORY QUALITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND/OR ANY AND ALL OTHER IMPLIED WARRANTIES AND EXPRESS WARRANTIES (OTHER THAN THOSE SET FORTH HEREIN, IF ANY) WITH RESPECT TO LEADS' SYSTEM. LEADS' SYSTEM, INCLUDING ALL DATA. CONTENT, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH LEADS' WEBSITE IS PROVIDED, AND ACCEPTED AND/OR USED, "AS IS" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND.

- 6.2 TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL LEADS BE LIABLE FOR OTHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOSSES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, DOWNTIME COSTS, LABOR COST, OVERHEAD COSTS OR CLAIMS OF THE REPORTING BUSINESS, ITS AFFILIATES OR ANY OTHER THIRD PARTY, EVEN IF LEADS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, AT AN ABSOLUTE MAXIMUM, LEADS LIABILITY SHALL BE LIMITED TO THE AMOUNT OF MONEY IT IS PAID BY AGENCY TO LEADS.
- 6.3 Leads shall indemnify, hold harmless, protect and defend Agency and its officials, officers, employees, agents and authorized volunteers (the "Indemnified Parties") from and against all losses, liabilities, judgments, costs, expenses, damages (including damages to the Leads' System), attorney's fees, and other costs, including all costs of defense, arising from all suits of law or actions of every nature for or on account of the infringement of any trade secrets, patents, trademarks, copyrights or other proprietary right of any other party by reason of the use or integration of any proprietary materials, equipment, devices or processes, originally incorporated, or provided and used, by Leads in the performance of the services provided under this Agreement. Notwithstanding the foregoing, if the foregoing described losses, liabilities, judgments, costs, expenses, damages and the like arise due to the misuse of the Data or any other breach of this Agreement by Agency, Leads' liability under this paragraph shall be reduced proportionately by the amount of loss, liability, judgment, cost, expense, damage and the like arising due to such misuse or breach by Agency.

7. Miscellaneous

- 7.1 Neither party will be liable for any failure or delay in performing an obligation under this Agreement that is due to causes beyond its reasonable control, including any act that would be considered force majeure.
- 7.2 If any provision of this Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement, unless Leads deems the unenforceable provision to be essential to this Agreement, in which case Leads may terminate this Agreement, effective immediately upon notice to Agency.
- 7.3 Leads reserves the right to disclose any information in response to an official government request or duly authorized subpoena.
- 7.4 Any waiver by Leads of a breach of any provision of this Agreement by Agency or delay in enforcing any rights shall not operate or be construed as a waiver of any other or subsequent breach by Agency.
- 7.5 This Agreement constitutes the entire agreement between the parties, and supersedes all prior agreements and understandings, written or oral, between the parties relating to .© 2000-2014 LeadsOnline, LLC. Confidential information. All rights reserved.

 Page 4 of 6



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TC 900-211-245.

the subject matter hereof. This Agreement may not be modified, changed or discharged, in whole or in part, except by an agreement in writing signed by both parties. The mere acceptance of any work order, purchase order or other document containing provisions purported to modify or enlarge the obligations or liabilities of either party shall not be construed as acceptance of such provisions.

- 7.6 Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement. There are no third-party beneficiaries to this Agreement. The only persons who may enforce or benefit from this Agreement and any rights under this Agreement are Agency and Leads.
- 7.7 This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, without regard to conflicts of laws provisions. Sole and exclusive jurisdiction and venue for any action or proceeding arising out of or related to this Agreement shall be an appropriate state or federal court.
- 7.8 Neither party will assign its rights or duties under this Agreement without first providing written notice to the other party with at least 30 days to object to such assignment and in doing so, immediately terminate the Agreement without penalty.

LEADS

LeadsOnline LLC

Signature

Print Name: David K. Finley

Title: President & CEO

Address: 6900 Dallas Parkway, Suite 825

Plano, Texas 75024

Tax !D: 42-1720332

AGENCY

Southaven Police Department

Signature:

Print Name: W. Ton

ς-l_λ, l_λ,

Address: 8791 Northwest Drive

Southaven, Mississippi 38671



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F 972-361-0901

F 800-311-2656

. 'A' SCOPE OF WORK AND ANNUAL SUBSCRIPTION FEE

LeadsOnline System Capability	TołaiTrack
Reporting system for pawn/secondhand Reporting Businesses	✓
Online reporting system for all precious metal Reporting Businesses	✓
Unlimited accounts for Agency's Law Enforcement Officials	✓
Images of property, sellers, vehicles, thumbprints, etc. as provided by businesses	✓
Unlimited training and support for Agency's Law Enforcement Officials and Reporting Businesses online and via phone 7:30 – 5:30 M-F	✓
Store monitor compliance management system	· 🗸
Reportit citizen property inventory system	✓
NCIC automated stolen property reports	✓
Nationwide search access to Data from pawn/secondhand and precious metal Reporting Businesses	✓
BOLO (continuous, saved) searches / hit alerts	√ 100
ebay First Responder Service	√.
POI Inter-agency communication system	. 🗸 1000
Case Search system	✓ .
Total Fixed Annual subscription fee due on August 15, 2014 and on or before each anniversary thereof during the Initial Term	\$6,688

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APPROVED ON

AUG 04 2014

Contract for Professional Services
Between DeSoto County Schools and City of Southaven

eSoto County

Board of Education and entered into on the 4th day of August, 2014, between the DeSoto

County School Board of Education, hereinafter referred to as "The Board of Education" and the

Southaven Police Department, hereinafter referred to as "The Police Department".

In consideration of the mutual promises contained herein, the parties agree and enter into this contract according to the provisions contained herein.

1. The Police Department agrees to perform the following services:

- a. Provide a full-time police officer who is duly bonded and state certified to serve as a School Resource Officer (SRO) in all DeSoto County Schools located in DeSoto County.
- b. Provide the name(s) of the SROs. If the SRO is replaced, the DeSoto County School District will be notified within 30 days of the new assignment.
- 2. The Board of Education agrees to perform the following:
 - a. Pay a flat rate of \$12,000 annually towards the salary of the full-time SRO.
- The Police Department will submit an invoice to the Board of Education bi-annually (per semester.) Invoices will be paid the day after the school board meets for their regular monthly meeting.
- The Police Department will ensure liability coverage for all services rendered by the SRO.
- 5. The SRO shall be on duty in DeSoto County Schools located in the <u>Southaven</u> area only when students are present and In session. At all other times the officer shall be on duty as assigned by the command staff of the <u>Southaven</u> Police Department.

The term of this contract shall be from August 4, 2014 to July 31, 2015, but may be cancelled at any time with a 30-day notice from either party. Initial payment will be pro-rated and returned based upon the amount of time that services have been rendered prior to the effective date of cancellation.

IN WITNESS THEREOF, the parties hereto have entered into this agreement on the date and year mentioned above (August 4, 2013.)

DeSoto County Board of Education

8-4-11

Date: 8-4-14

City of Soluthaven

C PASSOF

Date:

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI FOR LEASE DONATION OF SOUTHAVEN ARENA TO SOUTHAVEN ROTARY AND VARIANCE FROM RENTAL POLICY FOR FUNDRAISER ON MAY 8, 2015

WHEREAS, the City of Southaven ("City") pursuant to Mississippi Code Sections 17-3-3, 21-17-1(3)(b)(ii) and 21-19-65desires to donate use of the Southaven Arena ("Arena") to the Southaven Rotary ("Rotary") on May 8, 2015; and

WHEREAS, the City has control of the municipal property, the Arena, and has the authority under the City's Rental Policy and applicable law to donate use of the Arena to the Rotary as it a non-profit entity located in the City and the Rotary will use the Arena to host a fundraiser which will benefit local charities and student scholarships in the City; and

WHEREAS, the City finds that the Rotary's missions and purpose for this event at the Arena is consistent with the mandates of Mississippi Code Section 21-17-1(3)(b)(ii) and 21-19-65 and allows the Rotary to utilize via an in-kind donation of the lease from the City; and

WHEREAS, the City finds that the Rotary will raise funds at the May 8, 2015 fundraiser that will match or exceed the in-kind donation of the Arena provided by the City pursuant to Mississippi Code Section 21-19-65; and

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY, ACTING FOR AND ON BEHALF OF THE CITY, AS FOLLOWS:

SECTION 1. Pursuant to Mississippi Code 21-17-1(3)(b)(ii) and 21-19-65, the Governing Body of the City hereby donates use of the Arena to the Rotary no May 8, 2015 to assist with the fundraiser, which fundraiser will raise funds which exceed the in-kind donation of the City, and to assist the efforts of the fundraiser to benefit local charities and student scholarships in the City for the advancement of the moral interest of the City.

SECTION 2. Pursuant to Mississippi Code 17-3-3, the City also desires to advertise its City Facilities, including the Arena, and desires to advance the moral interest of the City by allowing the Arena to be used by the Rotary for the fundraiser based on the purposes of the fundraiser.

SECTION 3. The City hereby grants the Rotary a variance from the City Rental Policy and allows alcohol to be served at the event on May 8, 2015 in accordance and restrictions under the City Rental Policy.

SECTION 4. On behalf of the City, the Mayor or his designee is directed to take all actions to effectuate this Resolution.

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

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

RESOLVED AND DONE, this 19th day of August, 2014.

DARREN MUSSELWHITE, MAYOR

ATTEST:

CITY CLERK



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: 8883 Whitworth Drive, 2353 Colonial Hills Drive, 9181 Triple Crown Loop East, Parcel ID# 108726000 0000603, Parcel ID# 208112000 0000701, 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 Scuthaven, 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, August 19, 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, August 19, 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: 8883 Whitworth Drive, 2353 Colonial Hills Drive, 9181 Triple Crown Loop East, Parcel ID# 108726000 0000603, Parcel ID# 208112000 0000701 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 Beashears and seconded by Alderman Payne. The Resolution was then put to a roll call vote and the results were as follows, to-wit:

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

The Resolution, having received a majority vote of all Aldermen present, was declared adopted on this, the 19th day of August, 2014.

CITY OF SOUTHAVEN, MISSISSIPPI

DARREN MUSSELWHITE

MAYOR

ATTEST:

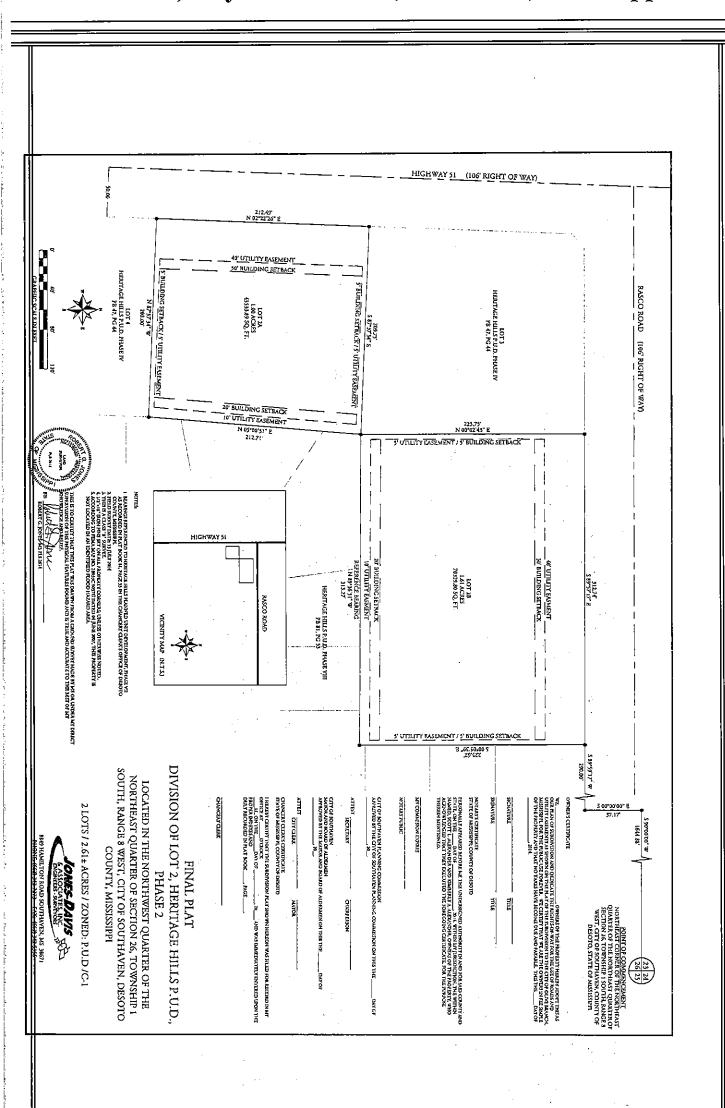
SHEILA HEATH CITY CLERK

(SEAL) EL MISSISSIPPI

CITY OF SOUTHAVEN SUBDIVISION APPLICATION

As owner, developer, agent, or engineer (indicate which) it is requested that the proposed subdivision as described below be given preliminary, final (indicate which) approval by the Southaven Planning Commission and the respective governing body in accordance with the Southaven Subdivision Regulations.

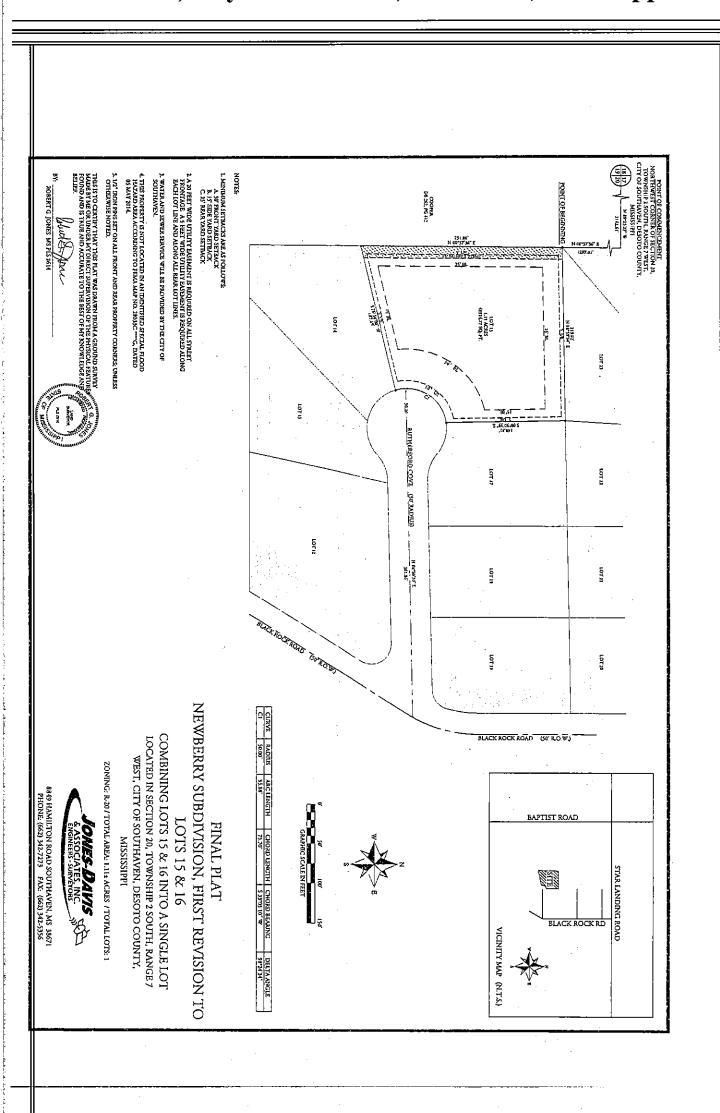
approval by the Southaven Planning Commaccordance with the Southaven Subdivision	nission and the respective governing body in Regulations.
The proposed subdivision is located on the	EAST side of U.S. 5/ Street,
SOUTH of PASCO Street.	
Acres in parcel 2, 61 Zoning Class	fication PUD Number of lots Z
Size of lots /AC \$ 1. 6/AC	2-1
List all existing structures on this property none	
Owner of land being subdivided: Joe Co	LOT 2, HERITAGE HILLS PUL
Name Jor Clay DAVIS Corp.	Name Jones - DAVIS A ASSOC,
Address P.O. BOX 252 Friar's Point, M5, 38631 Telephone 901-134-2469	Address <u>8849 HAMILLON</u> Telephone <u>407-347-7273</u>
The following shall be provided to complete Minor Subdivision (3 lots or less zoned "1. Survey or plat with legal description. 2. Application fee\$30.00 per lot All Other Subdivisions 1. Two (2) copies of the plat, drawn in according to the plat of the plat.	A") ordance with the subdivision regulations, lectronic format (PDF, dwg, jpeg, etc.)
If application is for a revision to a subdivision property owners affected—which is defined across the street. This must also be include	as being adjacent lot owners and lot owner
Date: 7// Application fee 2/4	2 Check #
Signature of owner, developer, agent, or	engineer (indicate which)



CITY OF SOUTHAVEN SUBDIVISION APPLICATION

As owner, developer, agent, or engineer (indicate which) it is requested that the proposed subdivision as described below be given preliminary, final (indicate which) approval by the Southaven Planning Commission and the respective governing body in accordance with the Southaven Subdivision Regulations.

accordance with the Southaven Subdivision Regulations.					
The proposed subdivision is located on the	WEST side of Rutherford CV Street,				
WEST OF BLACK BOAD STREET.	: 				
Association of the Control of the Co					
Acres in parcel 1.11 ± Zoning Classi	fication R 20 Number of lots				
Size of lots . ±					
List all existing structures on this property NONE					
					
Owner of land being subdivided:	·				
Name of Subdivision NEWBERRY SUBDIVI	SION, FIRST BEVISION TO LOTS 15\$16				
Name Developer	Engineer Name Jones - DAIS, 3 Associates, INC				
Address 1840 Windy 40	Address ### 8849 HAMILTON RD				
801717777	_				
Telephone 701-CLB 1/1/2	Telephone Southwey, MS 38671				
The following shall be provided to complete this application: Minor Subdivision (3 lots or less zoned "A") 1. Survey or plat with legal description. 2. Application fee-\$30.00 per lot All Other Subdivisions 1. Two (2) copies of the plat, drawn in accordance with the subdivision regulations, folded to 8 ½" x 11" and one copy in electronic format (PDF, dwg, jpeg, etc.) 2. Application fee-\$200.00 plus \$5.00 per lot.					
If application is for a revision to a subdivision, the signature blocks must include property owners affected—which is defined as being adjacent lot owners and lot owner across the street. This must also be included on the mylar when submitted for recording. Date: 7/3/1/4 Application fee 2/0 Check # Check #					
Signature of owner, developer, agent, or engineer (indicate which)					



CITY OF SOUTHAVEN CONDITIONAL USE APPLICATION
As owner, agent or attorney (indicate which), it is requested that the property located in Southaven, Mississippi described as follows:
Location, size and address if possible: 8096 Highway 51 S, Southwey 18 3867 / Zoned C-Y be considered for a Conditional Use in the Southayen Zoning Regulations for
the following reasons: Locate Estate Services offices storage of inventory and Conduct retail sales of inventory in this location. Inventory Consists of Household decor, Antiques and virtage item
Name: Robert Whiteman Name: Rhonda Pressgrave Address: 8096 Highway ST & Address: 6335 Evergreen Phone: 662-393=2255 Phone: 901-481-7563
 Plat of the property sought to be considered, 8 ½ x 11 inches. The application with plats, description, and letter of support* shall be filed with the Planning Department. The law requires the Commission to hold a Public Hearing, giving 15 days notice in the newspaper, therefore, the application must be submitted by the first working day of the month. The meeting will be the last Monday of the month. Two (2) copies each collated shall be submitted and a digital copy (PDF, dwg, ipeg, etc.) Application fee of \$200.00. Site posting of the subject property as described on the following pages. *NOTE: IN SUPPORT OF THIS APPLICATION, YOU MUST SHOW IN DETAIL, THAT THE
FOLLOWING WILL BE COMPLIED WITH

a. Does not substantially increase traffic hazards or congestion.

b. Does not substantially increase fire hazards.
c. Does not adversely affect the character of the neighborhood.
d. Does not adversely affect the general welfare of the City.
e. Does not overtax public utilities or community facilities.
f. Does not conflict with the Comprehensive Plan.

Dhoudg Rien Score Signature of applicant

THIS APPLICATION MUST BE COMPLETED AND ALL INFORMATION PROVIDED WHEN FILED IN ORDER TO BE ACCEPTED FOR PRESENTATION TO THE COMMISSION.

010/19/14 Date

AFFIDAVII OF POSTING
PROJECT NAME Got Junk in Our Trunk Estate Service:
LOCATION 8096 Highway 51 S Southaven INS 3867
SITE POSTING DATE 4-16-14
APPLICANT NAME: Rhonda Pressgrove
In order to provide adequate notice to Interested parties, the APPLICANT for shall erect, not less than fifteen calendar days prior to the date of public hearing, notice of the date, time and place of each public hearing and a summary of the request. Such notice will be clearly legible and wherever possible, placed adjacent to the right-of-way of a public street or road. IT SHALL BE THE RESPONSIBILITY OF THE APPLICANT TO ERECT AND TO MAINT THE NOTICE ON THE SUBJECT PROPERTY until final disposition of the case. The Planning Director shall determine the number of location of notices.
I confirm that the site has been posted as indicated by the Planning Director for the case as listed above. Polaroid pictures of site posting have been submitted.
Moudat Kren score 06-19-14
Applicant Signature Date
This instrument was acknowledge before me this 19th day of June 2014 by
KNOWNO PressarouCin witness whereof I hereunto set my hand and official set was MEDIANED IN MEDIANED I
NG TARY OF MERCATED NG TARY OF MERCATED *
My commission expires 08-13-17
Return completed, notarized affidavit AND pictures to the Office of Planning and Development AT LEAST 15 DAYS PRIOR TO PLANNING COMMISSION HEARING.

Office of Planning and Development 8710 Northwest Dr. Southaven, MS 38671 (662) 393-0111



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June 20, 2014

Planning Department City of Southaven

R: Conditional use for consignment Got Junk In Our Trunk

This is a letter to support the need for a consignment that

- a) Does not increase traffic hazard or congestion on Goodman Rd
- b) Poses no increased fire hazard
- c) Will not adversely affect the neighborhood but will enhance it
- d) Does not adversely affect the general welfare of Southaven
- e) Will not overtax utilities or community facilities
- f) Does not conflict with the Comprehensive Plan.

For additional information, contact us at any time. Thank you for your consideration.

Sincerely,

Cherie Jones

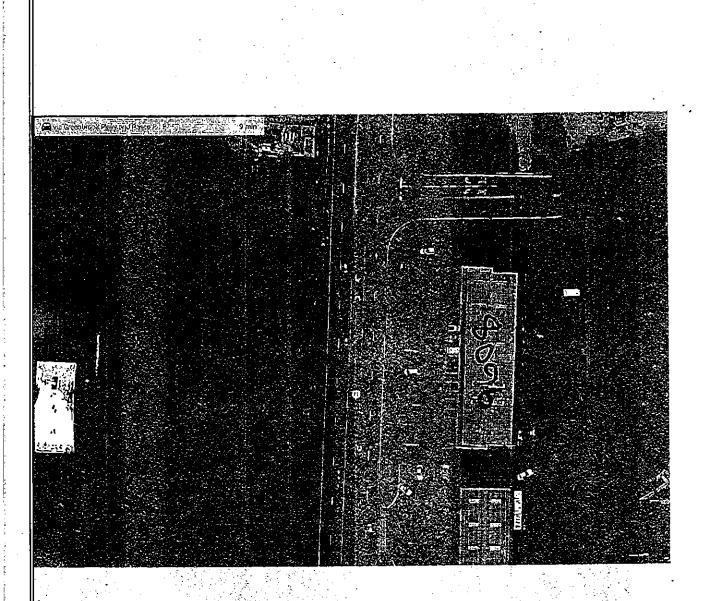
3674 Goodman Road - Suite 1

Southaven, MS 38672

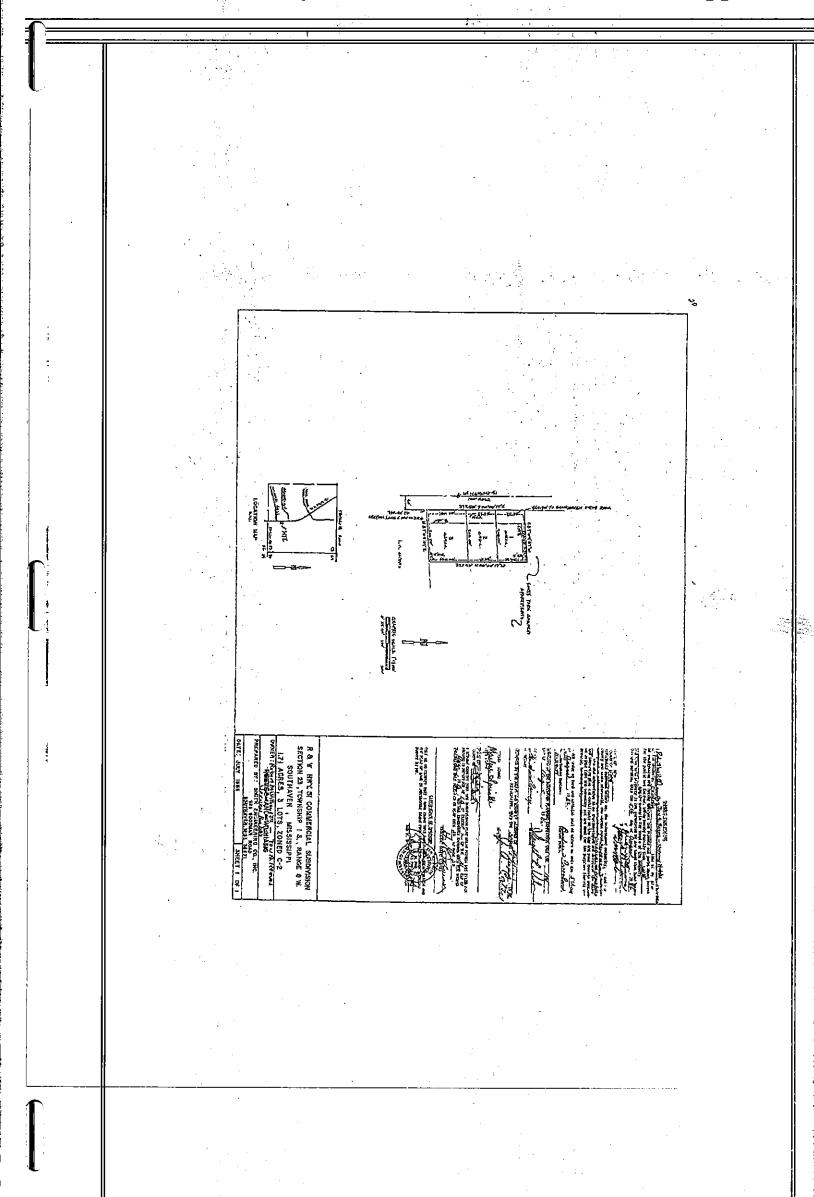
662-895-4505

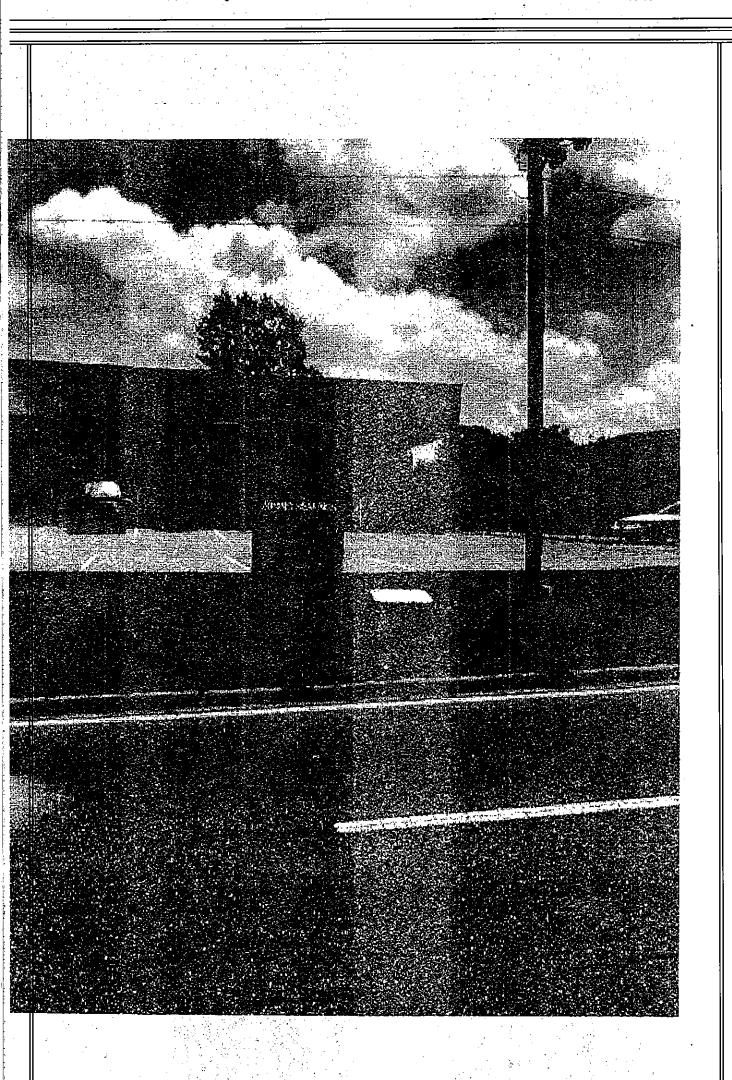
cjones@signsandstuff.biz *

www.signsandstuff.biz



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AMENDED PROFESSIONAL SERVICES AGREEMENT FOR STREET SWEEPING AND MAINTENANCE

City of Southaven 5813 Pepper Chase Drive Southaven MS 38671

Attn: Bradley K. Wallace, Director, Department of Public Works & Facilities

Subject: Street Sweeping Contract with Sweeping Corporation of America, Inc.

Director Wallace:

The following modifications regarding the ongoing street sweeping services for the City of Southaven ("City") and Sweeping Corporation of America, Inc., dated September 1, 2004, reflect a rate adjustment of six percent (6%) and the addition of 62.705 new residential miles focused on newly developed/annexed areas throughout the city.

For your review and consideration the following contract modifications/ addendums:

- 1. Rate adjustment from \$53.85 per mile to \$57.08 per mile effective October 1, 2014. This rate applies to all routes charged by the mile (303.62 residential, 21.5 commercial for a total of 325.12 miles).
- Highway 51, Highway 302 (Goodman Rd) and Church Road designated routes performed monthly is priced on a Flat rate. The rate adjustment for this route reflects a 6% adjustment for a total of \$2,091.56 per sweep.
- 3. Interstate 55, ramps, shoulders and medians performed every other month is also priced at a Flat rate. The rate adjustment for this route reflects a 6% adjustment for a total of \$2,185.00 per sweep.
- 4. <u>Annual Leaf Clean-Up Program:</u> The November and January residential sweeping cycles are designated as the leaf clean up cycles due to the tremendous accumulation of leaves. During these cycles production is reduced by approximately 80% compared to normal sweeping operations. This requires special pricing and procedures to be implemented:
 - 1. An adjustment of 6% per mile to a rate of \$116.60 per mile.
 - Working routes will be at the direction of the City of Southaven which may result in the addition or deletion of the normal routes.
 - 3. The City of Southaven will provide an on-site dump truck for disposal needs which will need to be emptied on a

Errori Unknown document property name.

timely basis so as to not interfere with sweeping production.

The City may add additional streets to the contract at any time at the contract rate in existence at that time.

The City will continue to provide water for dust suppression, dump truck or dumpster for disposal at public works department location outside of fence and any other disposal requirements at no cost to SCA.

Frequency of sweeping cycles for residential will be six times per year, commercial (Airways) twelve times per year, Hwy 51, Hwy 302 and Church Rd twelve times per year and I-55 six times per year (every other month).

For special/on call work a rate of \$150.00 per hour with a two hour minimum per sweep.

Sweeping Corporation of America ("Contractor") agrees to indemnify and hold harmless the City, its elected officials, agents, employees, assigns and legal representatives from and against all damages, accidents and injuries to persons or properties caused by Contractor, its agents, employees or temporary employees or resulting from or in conjunction with Contractor's duties under this Agreement. This provision of this Agreement shall be deemed to survive the expiration or earlier termination of this Agreement. Contractor shall provide Liability (personal injury and property damage) insurance in the minimum amount of \$1,000,000 with confirmation thereof to be delivered to City prior to commencement of services. All equipment shall be insured and confirmation provided to the City. This section of this Agreement pertaining to indemnification shall be deemed to survive the expiration or earlier termination of this Agreement.

This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi. The parties shall use good faith efforts to resolve any disputes hereunder. In the event of a dispute hereunder that cannot be resolved by mutual discussions between the City and the Contractor, the disputing party shall provide written notice to the other party outlining in detail the basis for the dispute. Jurisdiction and venue for all disputes hereunder shall be proper in the federal and state courts having competent jurisdiction in Desoto County, Mississippi.

Contractor acknowledges it is an independent contractor and is neither an employee of City nor entitled to the same or similar benefits provided to employees of City. This Agreement reflects an arms-length transaction. Nothing in this Agreement creates a fiduciary, partnership, joint venture or employment or other agency relationship among the parties. This Agreement is not entered into for the benefit of, nor are any rights granted to, any third party except as expressly

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provided herein. In this respect, Contractor further acknowledges it is solely responsible for certain obligations, including but not limited to any and all taxes, withholding and workers compensation.

This Agreement shall be for a three (3) year term. Either party shall have the right to terminate this Agreement upon said party giving written notice sixty (60) days in advance of the initial 3 year term. If the 60 day notice is not given by either party, the contract shall automatically renew for 3 additional years, subject to the laws of Mississippi. In the event of default by Contractor or City, the non-defaulting party shall provide notice of such default to the defaulting party, the defaulting party shall have fourteen (14) days to cure such default. If default is not cured by the defaulting party within the 14 days, the non-defaulting party may cancel this Agreement without any further notice. Contractor agrees that this Agreement may be terminated immediately by the City, without notice, and without penalty or liability, in the event of default as it relates substantial errors in billing by Contractor.

This Agreement shall not be assignable by either party without the prior written consent of the other party. In addition, this Agreement contains the entire understanding of the parties hereto with respect to the subject matter of the contract and supersedes and cancels any and all prior oral or written contracts or understandings between the parties with respect to the matters set forth above. This Agreement may be changed and modified only in writing signed by all parties hereto. This Agreement shall inure to the benefit and be binding on the parties, heirs, legal representatives, assignees and successors of the parties.

8-19-2014

Barry K Thomas

General Manager

Sweeping Corporation of America, Inc

Memphis Division

CUSTOMER: City of Southaven

DARREN MUSSELWHITE

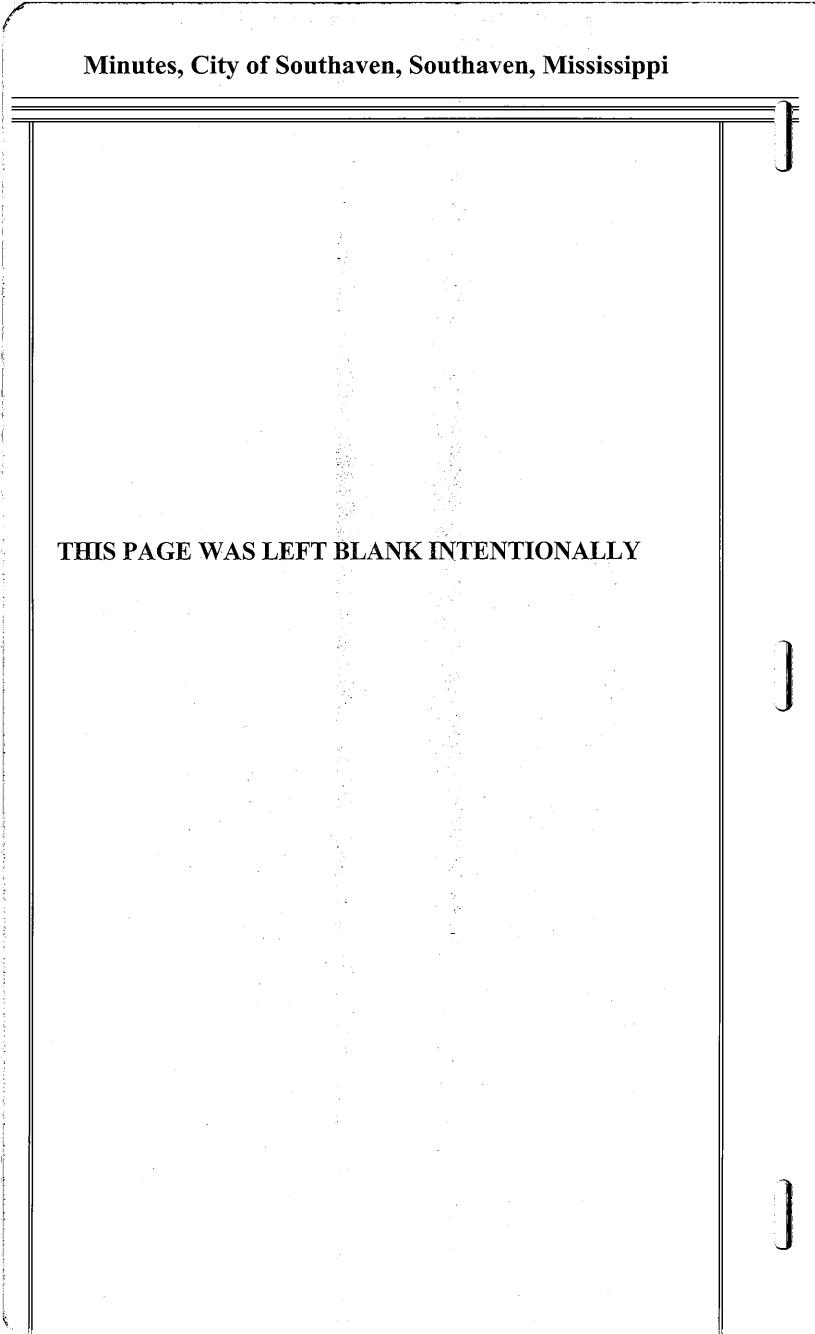
TITLE:

Mayor

DATE:

August 19, 2014

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RESOLUTION OF CITY OF SOUTHAVEN BOARD OF ALDERMAN TO TERMINATE THE SERVICES OF PATSY CLEEN

WHEREAS, the City of Southaven ("City") previously entered into a contract with Patsy Cleen in May of 2012; and

WHEREAS, the contract had a one year term until May of 2013 and such contract required further approval for an additional one year term until May of 2014; thus, the City does not have a valid binding contract with Patsy Cleen; and

WHEREAS, in addition, the current City Board and Mayor have not approved any contract with Patsy Cleen as such action is not reflected in the City minutes; and

WHEREAS, Patsy Cleen continued to assist the City with various cleaning services after the date of the contract; and

WHEREAS, based on there being no contract with Patsy Cleen and the substandard performance of Patsy Cleen along with the actions of the ownership of Patsy Cleen toward City employees, the City desires to not utilize the services of Patsy Cleen; and

NOW THEREFORE, be it resolved as follows:

- 1. The City does not have a current contract with Patsy Cleen, as no prior approval for any current or binding contracts are located in the minutes as approved by the current City Board and Mayor as Mississippi law is clear that public boards speak only through their minutes and their actions are evidenced solely and exclusively by entries on the minutes. Rawls Springs Util. Dist. v. Novak, 765 So. 2d 1288 (Miss. 2000). In addition, the contract previously approved by the former City Board and Mayor expired in May of 2014. However, to the extent any such contract is or has been claimed by Patsy Cleen, the City voids such contract with the City as it is well-settled in Mississippi that governing authorities of a municipality may not bind their successors in office to a contract which takes away the successor board's rights and powers conferred by law. Biloxi Firefighters Assoc. v. City of Biloxi, 810 So.2d 589 (Miss.2002).
- 2. The Mayor or his designee is authorized to act in a manner consistent with the intent and purpose of this Resolution.
- 3. The City is authorized to seek new cleaning services in order to provide the necessary maintenance for City buildings.

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

Alderman William Brooks		voted: yes
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	4.	voted: yes

RESOLVED AND DONE, this 19th day of August, 2014.

Darren Musselwhite, MAYOR

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		\$673.85	TRUCKHYORAULIC CYL	SUMBELT FIRE APPASSAT	0 226539 70	105244	\$1,310.35	PHONE SERVICES	OUTHERN TELECOMMUNI	18521 SC	0 225576	060116	
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		\$60,264,71	STATE ASSESS COLLECTIONS	STATE TREASURER	0 225474 99	B0114	\$620.00	20 COOLERS FOR USE AT PARKS	OUTHAVEN SUPPLY	1102 SC	0 223825	13084	
		315,961,39	JULY 2014 SALES TAX PAID	OH- STATE TAX COMMISSION	49352 - 226938 4	27106	\$164.00	MEALS PER DIEM GUILFFORT MS	NOROWSKI GREG	6109	225808	08131	
	-	\$19.99	PLAQUE/200 CERTIFICATION	739 STAPLES ADVANTAGE	0 225313 11		\$25.00	YOGAINSTRUCTOR	M BOACE M		0	10 9- 14	
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		\$281.43	7/17-20/2014-SOOREKEEPERS	SINGH SUKHVIK - RENT	0 225101 2	26560	\$650,00	FUEL FOR FIRE STAYONS 1, 2, AN	AYLE OF CO INC	339	0 225028	20361	
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2014 FLEET COMPUTERS:	\$98.80	CREDIT WV 399608	UNITE NORMOON, REC. FEE 43-9C 345 00 UNITE NORMOON, REC. FEE 43-9C 345 00 UNA BLUEBOOK 20-04 Odine Sensors 51,555.24	UNIT 6084/BRAKE PADS: 179/87 UNIT 50084/BOTORS 199/64	UNIT ISOSARADATOR STATE SOLUTION SOLUTI	STOP (EW) 975.00	ROTORPAD SET \$177.22.	MAX, FOR SHOP. SSA.32. RADIATOR FAN. \$118.22	MANIFOLD SE	CEF PUMP & HOP			STARGE HILLEROCK	TO REPURD SSUBMER OF TO SSUBMER SEPTING SSUBMER SSUBME	LASHAJINA RUSSELL CLAIM \$884.60	DARLEY DICKSON - REGISTRATION 082414	NETWORK CONNECTIVITY	DOULY 19-31	THYSEBINATION SERVICES SERVICE	OXYGEN CITY STICKERS/IT TAMOE	FLUVOXYGEN \$36.00	DO JULY 19-21 DO WSERIES 7/17-20/2014	DO JULY (9-3)		UNIT 825 REPAIRS	
\$3156.72 \$3156.72	\$98.88	\$1,000.62 \$-38.99	\$445 00 \$1,585.24	179.87 199.64	\$10.80 \$10.80	\$76.00 \$76.00	\$117.22 \$494.05	\$54.32 \$143.22	\$32.16	\$105.00	Page 39 of 41		\$951.25	\$3,365,68	\$864.60	\$150.00	\$5,624.99	\$45.00	\$801.67 - 1 - 2 - 7	\$101.00	\$36.00	\$210.00 (1) (1) (2) (3) (3) (3) (3) (4) (4) (4) (4) (4) (4) (4) (4) (4) (4	\$85.00 \$36.00	\$1,261.95 1360.00	\$1,145.89	Page 37 of 41
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\$310.00 \$238.00	11	\$760.00	\$1,711,15 \$271.58	\$1,852.76 \$276.86	\$261.00 \$249.34	\$40,55 \$24.73	\$78.22 \$30.48	\$154.00 \$452.50	\$3,901.95 \$113.06	\$794.00	Page 40 of 41		, sus	\$22.60 . \$22.61	\$400.00		\$4,916.69	\$136.75	\$208.28 \(\frac{1}{2}\)	\$194.29	\$1,042.92 \$2,276.59	3454.90	\$3,051.88	\$1,555.37 \$590.66	10 to	Page 38 of 46

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City of Southaven Docket of Claims



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City of Southaven Claims Docket Warrant #: S-081914 & S-081914

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GROWS TRUCK SERVICE	CROWS TRUCK SERVICE	CROWS TRUCK SERVICE CROWS TRUCK SERVICE	CROWS TRUCK SERVICE CROW'S TRUCK SERVICE	CROWS TRUCK SERVICE CROWS TRUCK SERVICE	COUGAR SERVICES LLC	COUGAR SERVICES LLC	COUGAR SERVICES LLC	<u>Vendor Name</u>
VIS INSPUNIT 1	VIS INSP/ENGINE 2 VIS INSP/OPS TRUCK	TRUCK #3/AIR CONDITIONER VIS INSP BATTALION 1	REF. TRAILER FUEL RENTAL RATE/DEL & PU	COIL CLEANER COMMAND TRAILER	ROLL OVER NOZZLE TRUCK CLEANING CHEMICALS	FACTORYCAT GTX RIDE RIDE SCRUB PULLEY/MOTOR ASSEM	ER396 BRUSH ROLL 16"	Invoice Description
\$104.00	\$1,188.27 \$419.22	\$477.46 \$104.00	\$132,30 \$1,637.10	\$43.18 \$1,271.45	\$75.50 \$275.00	JB \$15,646:50 \$689.22	\$95.38	Invoice Amnt

Total Invoices Paid on this Docket: \$22,158,58