

Minutes, City of Southaven, Southaven, Mississippi



MEETING OF THE MAYOR AND BOARD OF ALDERMEN
SOUTHAVEN, MISSISSIPPI
CITY HALL
October 7, 2014
6:00 p.m.
AGENDA

1. Call to Order
2. Invocation
3. Pledge of Allegiance
4. Approval of Minutes: September 16, 2014
5. Swearing-In of Mayor's Youth Council
6. Resolution to Surplus City Property (Southaven Performing Arts Center)
7. Contract Renewal with Baker Services
8. Amendment No. 1 to Processing Agreement between Official Payments Corp. and City of Southaven
9. Lease Addendum between City of Southaven and MDES
10. Time and Attendance Software Acceptance – Kronos Work Order Authorization
11. Contract with A2H for MEMA/FEMA Community Shelter
12. Professional Services Agreement for Insurance
13. Resolution to Accept Donation from Chateau Pointe HOA
14. Resolution to Adopt Procurement Card Policy
15. Resolution Authorizing Mayor to Sign Change Order No. 1 - Hurricane Creek Sewer Project - Phase 3
16. Resolution Approving Change Order & Authorizing Mayor to Sign Change Order No. 2 – Deer Creek Lane Drainage Project
17. Acceptance of Bids for Snowden Grove Amphitheatre Enclosure
18. Planning Commission Reappointment, Ward 2
19. Request for Donation of the Southaven Arena by JROTC for Awards Banquet on December 12, 2014
20. Resolution Granting Authority to Clean Private Property
21. Planning Agenda: Item #1 Application by Ben Smith for Subdivision Approval of Gray Estates, Section B, south of Church Road on the west side of Davis Road
Item #2 Application for a Conditional Use Permit for a beauty shop to be located in the Shops of Cobblestone on the south side of Goodman Road, east of Snowden Lane
22. Mayor's Report
23. Citizen's Agenda

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24. Personnel Docket
25. City Attorney's Legal Update
26. Old Business
27. Claims Docket
28. 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 October 7, 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 7th day of October, 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 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 September 16, 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.

SWEARING -IN OF MAYOR'S YOUTH COUNCIL

Mayor Musselwhite swore-in the New Mayor's Youth Council.

RESOLUTION TO SURPLUS CITY PROPERTY (SOUTHAVEN PERFORMING ARTS CENTER)

RESOLUTION OF THE CITY OF SOUTHAVEN TO SURPLUS REAL PROPERTY, SOUTHAVEN PERFORMING ARTS CENTER, AND DISPOSE IN ACCORDANCE WITH MISSISSIPPI CODE 21-17-1

WHEREAS, pursuant to Mississippi Code 21-17-5, the City of Southaven ("City") governing authorities shall have the care, management and control of the City affairs and its property and finances and the power to adopt any resolution with respect to City property; and

WHEREAS, the City previously purchased the property currently known as the "City of Southaven Performing Arts Center" (the "Property") on December 1, 2005, with such deed evidencing purchase of the Property filed with the Chancery Clerk's Office at Book 516 Page 199 and attached hereto as Exhibit A; and

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WHEREAS, pursuant to Mississippi Code 21-17-1(2)(a), the City finds that the Property is no longer needed for City or related purposes and is not to be used in the operation of the City; and

WHEREAS, despite the Property not being needed for City or related purposes, the City has incurred significant expenses maintaining the Property since its purchase in December of 2005; and

WHEREAS, the conveyance of the Property is in the best interest of the City and its residents as it allows for the City to reduce expenses associated with the Property; and

WHEREAS, Trinity Baptist Church of Southaven, Inc. ("Trinity") desires to purchase the Property from the City; and

WHEREAS, pursuant to Mississippi Code 21-17-1(2)(a), the City finds that the sale of the Property by seeking bids for the Property is not necessary or desirable for the financial welfare of the City; and

WHEREAS, pursuant to Mississippi Code 21-17-1(2)(a), the City finds that the use of Property for the purpose for which it is to be sold will promote and foster the development and improvement of the community in which it is located and the civic, social, educational, cultural, moral, and economic welfare thereof; and

WHEREAS, based on the findings above, the City desires to sell the Property without having to advertise for and accept competitive bids; and

WHEREAS, pursuant to Mississippi Code 21-17-1(2)(b)(i), two (2) professional appraisals for the Property were obtained, and the average of the 2 appraisals is Six Hundred Seventy Two Thousand, Five Hundred Dollars and 00/100 (\$672,500.00); and

WHEREAS, Trinity will share the equally in the costs associated with acquiring the two (2) appraisals and desires to purchase the Property for the average of the 2 appraisals consistent with the mandates of Mississippi Code 21-17-1(2)(b)(i); and

WHEREAS, the City desires to surplus and convey the Property to Trinity for an amount equal to or above \$672,500.00; and

NOW THEREFORE, in consideration of the findings previously noted, be it resolved as follows:

1. The City Board does hereby authorize the surplus of the Property and conveyance of the Property to Trinity for an amount equal to or greater than \$672,500.00, which is based on the average of the two (2) professional appraisals as set forth pursuant to Mississippi Code 21-17-1(2)(b)(i).

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2. The Mayor, on behalf of the City, is authorized to sign a letter of intent and negotiate and enter into a contract with Trinity for the conveyance of the Property to Trinity.
3. The Mayor, on behalf of the City, is authorized to sign any and all closing or other documents and take any and action to effectuate the intent of this Resolution.

Following the reading of the foregoing Resolution, Alderman Brooks made the motion and Alderman Gallagher 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 7th day of October, 2014.

Darren Musselwhite, MAYOR

ATTEST:

Sheila Heath, CITY CLERK

EXHIBIT A

CONTRACT RENEWAL WITH BAKER SERVICES

Nick Manley, City Attorney, presented this item to the Board.

Mr. Manley stated that in 2012, the City entered into a contract with Baker Services and this amendment is the second renewal under the current contract. Mr. Manley stated that the price adjusted for the extended period is \$0.94 per meter and all other terms of the original contract will stay the same. Alderman Gallagher made the motion to approve the contract and authorize the Mayor to sign. Motion was seconded by Alderman Kelly. Motion was put to vote and passed unanimously.

A copy of the contract is attached to these minutes.

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AMENDMENT NO.1 TO PROCESSING AGREEMENT BETWEEN OFFICIAL PAYMENTS CORP. AND CITY OF SOUTHAVEN

Nick Manley, City Attorney, presented this item to the Board. Mr. Manley stated that this amendment will allow for utility payments to be made at certain kiosks around the City. In addition, it will allow phone payments and will amend some of the pricing that was in the previous contract. Mr. Manley stated that the debit card fee will be \$1.00 and \$2.50 for the credit card payments per payment transaction. Some of the current prices will be reduced for those that pay utility bills via phone, kiosk, or cards. Mr. Chris Shelton, IT and Emergency Communications Director, stated that this amendment will give citizens more options. Kiosks will be available at Minute Man, Walmart, all CVS locations within the City of Southaven. Mr. Shelton added that there will not be any cost extended to the City for this service. Alderman Payne made the motion to approve Amendment No. 1 and authorize the Mayor to sign. 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	YES
Alderman Flores	YES

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried on the 7th day of October, 2014.

A copy of the Electronic Transaction Processing Agreement and Exhibit A Credit/Debit Card Fee Schedule is attached to these minutes.

LEASE ADDENDUM BETWEEN CITY OF SOUTHAVEN AND MDES

Nick Manley, City Attorney, presented this item to the Board.

Mr. Manley stated that the original lease agreement between the City of Southaven and MDES had a clause in the contract that stated if federal or state funding was cut, then the lease payment would also be reduced. In 2012, the lease payments were reduced to \$7500.00 per month. Due to the continuation of MDES not receiving federal funds, MDES has requested that the monthly rent of \$7500.00 remain in effect for two years ending September 30, 2016. Mr. Manley stated that the addendum is for two years and allows for the current contract terms. Alderman Payne made the motion to approve the lease addendum and authorize the Mayor to sign. Motion was seconded by Alderman Brooks.

Roll Call was as follows:

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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 7th day of October, 2014.

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

TIME AND ATTENDANCE SOFTWARE ACCEPTANCE – KRONOS WORK ORDER AUTHORIZATION

Nick Manley, City Attorney, presented this item to the Board.

Mr. Manley stated that previously the City requested proposals for Payroll Services and from a time entry standpoint, the proposal from Kronos offers the best software program. Chris Wilson, City Administrator, stated that this will be a paperless timekeeping system, direct deposit will stay in place, and a thumb print will be used instead of a time clock. Mr. Wilson stated that employees will have remote access and will be able to log into their workstation. Alderman Ferguson made the motion to approve the Work Order with Kronos. Motion was seconded by Alderman Kelly.

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 7th day of October, 2014.

A copy of the work authorization is attached to these minutes.

CONTRACT WITH A2H FOR MEMA/FEMA COMMUNITY SHELTER

This contract with A2H is for the second phase of the community shelter. Mr. Manley stated that at this time, it appears that the project and engineering fees for design will be eligible for reimbursement based on it being a service and the initial feedback from MEMA/FEMA. The cost of the design contract with A2H is

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\$64,900.00. Mr. Manley stated that approval is needed to move forward to get the design and bidding documents to prepare to go to bid with the project. Mr. Manley further stated that the grant money needs to be spent by December 2015 for the construction phase. Alderman Flores made the motion to approve the contract with A2H for the MEMA/FEMA Community Shelter. Motion was seconded by Alderman Brooks.

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 7th day of October, 2014.

A copy of the Professional Services Contract Amendment is attached to these minutes.

PROFESSIONAL SERVICES AGREEMENT FOR INSURANCE

Chris Wilson, City Administrator, presented this item to the Board.

Mr. Wilson stated that he and Mayor Musselwhite reviewed and interviewed several Broker services for healthcare coverage for the upcoming fiscal year 2015. Mr. Wilson stated that it is his recommendation to accept the professional services agreement with Holland Insurance. Mr. Wilson stated that there will be substantial savings for the City and employees. Employees will have more options to choose from with deductibles, network, and will have cost savings with dependent care, vision, and dental coverage. Mr. Wilson also reported that the City will benefit from a total cost savings of \$100,000 to \$114,000 per year. Mr. Wilson stated that the focus on changing health care coverage was on how to best serve the City and employees. Alderman Flores made the motion to approve the Professional Services Agreement with Holland Insurance. Motion was seconded by Alderman Gallagher.

Roll Call was as follows:

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

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Alderman Ferguson
Alderman Flores

YES
YES

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried on the 7th day of October, 2014.

A copy of the Professional Services Agreement is attached to these minutes.

RESOLUTION TO ACCEPT DONATION FROM CHATEAU POINTE HOA

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI AUTHORIZING THE CITY TO ACCEPT DONATION FROM CHATEAU POINTE HOMEOWNER'S ASSOCIATION

WHEREAS, Chateau Pointe Homeowner's Association ("Chateau Pointe") has donated an OASE, Model 82741, 230 Volts, 2HP phase 1 Fountain Pump ("Pump") to the City of Southaven Parks Department, and

WHEREAS, the Mayor and Board of Aldermen are desirous of accepting the donation from Chateau Pointe; and

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

1. The donation of the Pump from Chateau Pointe to the City of Olive Southaven Parks Department, be, and the same is hereby approved and accepted.
2. The City shall inventory and label the Pump pursuant to Mississippi State law.

Alderman Brooks made the motion for the Resolution and Alderman Gallagher 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

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Alderman Raymond Flores

voted: YES

RESOLVED AND DONE, this 7th day of October, 2014.

Darren Musselwhite, MAYOR

ATTEST:

CITY CLERK

RESOLUTION TO ADOPT PROCUREMENT CARD POLICY

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI ADOPTING PROCURMENT CARD POLICY

WHEREAS, the City of Southaven ("City") pursuant to Mississippi Code Section 31-7-9(1)(b), the Mississippi Department of Finance, Office of Purchasing, Travel and Fleet Management has adopted purchasing regulations governing the use of procurement cards used by governing authorities municipalities; and

WHEREAS, the City desires to procure a procurement card to be utilized in accordance with the Mississippi Code and regulations promulgated by the Mississippi Department of Finance; and

WHEREAS, the procurement cards will assist the City with expenditures for small purchases of commodities, repairs or services which are bona fide needs of the City as the minimum policy and procedures established by the Office of Purchasing and Travel will be followed; 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 31-7-9(1)(b), the City Clerk is authorized to procure two (2) procurement cards for the Clerk's Office and City IT Department.

SECTION 2. The City hereby adopts the Procurement Card Regulations as set forth in Exhibit A to this Resolution.

SECTION 3. The use of the procurement card shall be done in complete and strict adherence to the regulations set forth by the Mississippi Department of Finance and all regulations attached hereto as Exhibit A.

SECTION 4. On behalf of the City, the Mayor, the City Clerk or their designee are authorized to take all actions to effectuate the intent of this Resolution.

Following the reading of the foregoing resolution, Alderman Flores made the motion to adopt the Resolution and Alderman Ferguson seconded the motion for

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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 7th day of October, 2014.

DARREN MUSSELWHITE, MAYOR

ATTEST:

CITY CLERK

A copy of the Procurement Card Guidelines is attached to these minutes.

**RESOLUTION AUTHORIZING MAYOR TO SIGN CHANGE
ORDER NO.1 – HURRICANE CREEK SEWER PROJECT –
PHASE 3**

**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF SOUTHAVEN, MISSISSIPPI
AUTHORIZING THE MAYOR TO SIGN
CHANGE ORDER NO. 1 FOR THE HURRICANE CREEK
PHASE III SEWER PROJECT**

WHEREAS, the City of Southaven ("City"), pursuant to Mississippi Code Section 31-7-13, previously solicited bids for the Hurricane Creek Phase III Sewer Project ("Project") whereby Argo Construction Corporation ("Argo") was the lowest and best bid; and

WHEREAS, it has been recommended by the City Engineers and Project consulting engineers to allow for an open trench in lieu of a directional boar for the Project at one location for the Project and a directional boar in lieu of an open trench for the Project at a different location, with such details and cost being set forth in Exhibit A; and

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WHEREAS, it has been recommended by the City Engineers and Project consulting engineers to allow for adjustments to be made in the materials needed for the Project as more fully set forth in Exhibit A; and

WHEREAS, based on the recommendation of the respective engineers, the City desires to proceed with the suggested changes as set forth above and in more detail in Exhibit A and pursuant to Mississippi Code 31-7-13(g) finds that the Change Order No. 1 for the Project is necessary and better serves the purpose of the City and the change order will be done in a commercially reasonable manner and is not being done to circumvent the public purchasing statutes; and

NOW, THEREFORE, BE IT ORDERED by the Board of Aldermen of the City, to wit:

1. Pursuant to Mississippi Code 31-7-13(g), the Change Order No. 1 for the Project is not a new undertaking or outside the original scope of the contract and is commercially reasonable and not being done to circumvent the public purchasing statutes, the City Board approves the Change Order in the amount of \$6,747.19
2. The Mayor is authorized to take all actions to effectuate the intent of this Board Order.

Following a reading of the foregoing resolution, Aldermen Payne made the motion and Alderman Beshears 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

ORDERED AND DONE, this 7th day of October, 2014.

DARREN L. MUSSELWHITE, MAYOR

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ATTEST:

CITY CLERK

A copy of the Change Order Summary Letter and Contract Change Order is attached to these minutes.

RESOLUTION APPROVING CHANGE ORDER & AUTHORIZING MAYOR TO SIGN CHANGE ORDER NO.2 - DEER CREEK LANE DRAINAGE EPROJECT

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI APPROVING CHANGE ORDER AND AUTHORIZING THE MAYOR TO SIGN THE CHANGE ORDER NO. 2 FOR THE DEER CREEK LANE DRAINAGE PROJECT

WHEREAS, the City of Southaven ("City"), pursuant to Mississippi Code Section 31-7-13, previously solicited bids for the Deer Creek Drainage Project ("Project") whereby Dixieland Contractors, Inc ("Dixieland") was the low bid; and

WHEREAS, it has been recommended by the City Engineers and City Engineering representatives that quantity adjustments for materials was required for the Project; and

WHEREAS, based on the recommendation of the respective engineers, the City desires to revise the quantity adjustments for the materials and allow for the work for the inadequate subsurface soils; and

WHEREAS, pursuant to Mississippi Code 31-7-13(g), the City finds that the Change Order for the Project is necessary and better serves the purpose of the City and the change order will be done in a commercially reasonable manner and is not being done to circumvent the public purchasing statutes; and

NOW, THEREFORE, BE IT ORDERED by the Board of Aldermen of the City, to wit:

3. Pursuant to Mississippi Code 31-7-13(g), the Change Order No. 1 for the Project is not a new undertaking or outside the original scope of the contract and is commercially reasonable and not being done to circumvent the public purchasing statutes, the Mayor is authorized to

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sign the change order in the amount of \$8,504.20.

4. The Mayor is authorized to take all actions to effectuate the intent of this Board Order.

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

Alderman William Brooks	voted: YES
Alderman Kristian Kelly	voted: 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

ORDERED AND DONE, this 7th day of October, 2014.

A copy of the Change Order is attached to these minutes.

ACCEPTANCE OF BIDS FOR SNOWDEN GROVE AMPHITHEATRE ENCLOSURE

Mayor Musselwhite stated that there are some additional details that need to be discussed before taking any action on this item and that it will be ready for the next meeting.

PLANNING COMMISSION REAPPOINTMENT, WARD 2

Alderman Beshears made a motion to appoint Guy Cain as Planning Commissioner for Ward 2. 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 7th day of October, 2014.

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REQUEST FOR DONATION OF THE SOUTHAVEN ARENA BY JROTC FOR AWARDS BANQUET ON DECEMBER 12, 2014

Alderman Beshears made the motion to approve the request for donation. 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 7th day of October, 2014.

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: **8281 Concord Cove, 9109 Highway 51, 7356 Green cliff Cove, 5467 Peach Trail Drive, 8530 Highway 301, 8801 Five Oaks Drive West, 2906 North Hartland Drive, 2395 Greycliff Drive, 4430 Native Son Drive, 98 Stonebrook Cove, 953 Woodburne Place, 4781 Rosewood Cove, 1839 Roy Drive, 8140 Martin Drive, 1610 Wilborne Road**, to the effect that the said parcel of land has been neglected whereby **the grass height is in violation and there exist other unsafe conditions** and that the parcel of land in the present condition is deemed to be a menace to the public health and safety of the community.

WHEREAS, pursuant to Section 21-19-11 of the Mississippi Code Annotated (1972), the governing authorities of the City of Southaven, Mississippi, provided the owners of the above described parcel of land with notice of the condition of their respective parcel of land and further provided them with notice of a hearing before the Mayor and Board of Aldermen on **Tuesday, October 7, 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 uncleanness as to be a menace to the public health and safety of the community.

WHEREAS, none of the owners of the above described parcel of land appeared at the meeting of the Mayor and Board of Aldermen on **Tuesday, October 7, 2014**, to voice objection or to offer a defense.

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NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Mayor and Board of Alderman of the City of Southaven, Mississippi, that the above described parcel of land located at: 8281 Concord Cove, 9109 Highway 51, 7356 Greencliff Cove, 5467 Peach Trail Drive, 8530 Highway 301, 8801 Five Oaks Drive West, 2906 North Hartland Drive, 2395 Greencliff Drive, 4430 Native Son Drive, 98 Stonebrook Cove, 953 Woodburne Place, 4781 Rosewood Cove, 1839 Roy Drive, 8140 Martin Drive, 1610 Wilborne Road is deemed in the existing condition to be a menace to the public health and safety of the community.

BE IT FURTHER RESOLVED that the City of Southaven shall, if the owners of the above described parcel of land do not do so themselves, immediately proceed to clean the respective parcel of land, by the use of municipal employees or by contract, by cutting weeds and grass and removing rubbish and other debris. Following the reading of this Resolution, it was introduced by Alderman Brooks and seconded by Alderman Kelly. 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 7th day of October, 2014.

CITY OF SOUTHAVEN, MISSISSIPPI

BY: DARREN MUSSELWHITE
MAYOR

ATTEST:

SHEILA HEATH
CITY CLERK

(S E A L)

PLANNING AGENDA

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

ITEM #1 Application by Ben Smith for Subdivision approval of Gray Estates, Section B, south of Church Road on the west side of Davis Road

Mrs. Choat-Cook stated that this application request will encompass approximately ten (10) acres with eight (8) lots, with the square footage set at 2600 heated square feet. Mrs. Choat-Cook stated that this application does comply with the 2020 Comprehensive Plan for this area. Alderman Flores 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 staff report and plat is attached to these minutes.

ITEM #2 Application for a Conditional Use permit for a beauty shop to be located in the Shops of Cobblestone on the south side of Goodman Road, east of Snowden Lane

Mrs. Choat-Cook stated that this application is for a beauty shop to be located at 3451 Goodman Road in an existing shopping center. The applicant has met the half mile (1/2) radius rule from other salons and is compliant. Mrs. Choat-Cook stated that staff recommends approval of a one (1) year conditional use permit with a four (4) year extension to be renewed annually. Alderman Ferguson made the motion to approve the conditional use permit. Motion was seconded by Alderman Payne. Motion was put to vote and passed unanimously.

A copy of the staff report and building drawing is attached to these minutes.

MAYOR'S REPORT

Mayor Musselwhite reminded everyone that the new website is up and running and encouraged everyone to sign up for the Mayor's Report for updates.

Mayor Musselwhite reported that CNN Money Magazine just published a report on the 500 best places to live in the U.S. in 2014 and Southaven was included on that list. They ranked the top 50, and then named all the rest. Fifty (50) factors were used to determine the best cities specifically naming local economy, housing market, schools, healthcare, and public safety as key components of the study.

CITIZEN'S AGENDA

No Citizen's Agenda

PERSONNEL DOCKET

Personnel

Docket

October 7,
2014

<u>Payroll</u>	<u>Position</u>	<u>Department</u>	<u>Start Date</u>	<u>Rate of Pay</u>
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Additions				
Reaves Easley	P/T Golf Course	Parks and Recreation - 411	October 8, 2014	\$9.40

Payroll Adjustments	Previous Classification	New Classification	Effective Date	Proposed Rate of Pay
Raleigh Sprouse	Firefighter III	Fire Dept Driver	September 9, 2014	\$15.88
Tyler Brown	Seasonal Laborer	Parks Laborer	October 8, 2014	\$11.00
Corey Jones	Seasonal Laborer	Parks Laborer	October 8, 2014	\$11.00
Derek Jones	Seasonal Laborer	Parks Laborer	October 8, 2014	\$11.00
Kendall Maxwell	Seasonal Laborer	Parks Laborer	October 8, 2014	\$11.00
Terry Locke	P/T Golf Course	Parks Lead Man	October 8, 2014	\$12.50
James Blann	Driver/Paramedic	Fire Lieutenant	October 9, 2014	\$17.92

Employee Name	Department	Action Taken	Effective Date	With/Without Pay
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Payroll Deletions	Position	Department	Termination Date	Rate of Pay
Amy Hammond	Crossing Guard	Police - 211	Rejected Job Offer	\$9.00
Zylavian Watley	Planning Intern	Planning & Engineering - 180	September 5, 2014	\$10.00
Brenda Rogers	Crossing Guard	Police - 211	September 12, 2014	\$9.00
James Baker	Seasonal Laborer	Parks and Recreation - 411	September 15, 2014	\$8.00
Ulysses Noel	Seasonal Laborer	Parks and Recreation - 411	September 15, 2014	\$8.00
Tasha Robinson	Dispatcher II	Police - 211	September 19, 2014	\$18.74
Phillip Knight	Seasonal Laborer	Parks and Recreation - 411	September 22, 2014	\$8.00
Charles Spencer	Seasonal Laborer	Parks and Recreation - 411	September 22, 2014	\$8.00
Brandon Seals	Seasonal Laborer	Parks and Recreation - 411	September 22, 2014	\$8.00
Justin Heard	Seasonal Laborer	Parks and Recreation - 411	September 22, 2014	\$8.00
Dylan Rutledge	Seasonal Laborer	Parks and Recreation - 411	September 22, 2014	\$8.00
William McDonald	Lieutenant	Fire - 290	September 24, 2014	\$17.92

Alderman Brooks made the motion to approve the Personnel Docket of October 7, 2014 as presented to this Board. Motion was seconded by Alderman Kelly. The motion was put to vote and passed unanimously.

Minutes, City of Southaven, Southaven, Mississippi

CITY ATTORNEY'S LEGAL UPDATE

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

Nick Manley presented the maintenance contract with Overall Chemical Company. It was an original 45 day contract and the 45 days has expired. Public Works is requesting an additional 45 day contract with Overall Chemical Company while it continues to evaluate long-term options for the maintenance. After discussion, a motion was made by Alderman Gallagher and seconded by Alderman Flores to approve an additional 45 day contract and allow for the Mayor to sign. The vote to approve was unanimous.

A copy of the Letter of Agreement to serve as the Contract is attached to these minutes.

Nick Manley explained that NRCS has determined that some erosion issues exist in certain locations in the City, including Tchulahoma and Church Road, which constitute an emergency. NRCS is going to provide federal money for the repair of these issues provided an MOU is signed by the City. Mr. Manley noted to the Board that the MOU is forthcoming and that Dan Cordell and he will review once it is received. However, it is anticipated that the MOU will be available before the next meeting and that the funds provided pursuant to the MOU will need to be executed quickly based on the NRCS guidelines. Thus, Mr. Manley asked for approval for the Mayor to sign the MOU upon receipt. A motion was made by Alderman Flores and seconded by Alderman Ferguson to allow for the Mayor to sign the MOU with NRCS upon receipt. The vote to approve was unanimous.

OLD BUSINESS

No Old Business

CLAIMS DOCKET

A motion was made by Alderman Payne to approve the Claims Docket of October 7, 2014, for Fiscal Year 2014, including demand checks and payroll in the amount of \$1,799,156.23. Motion was seconded by Alderman Flores.

Excluding voucher numbers:

227575, 227635, 227681, 227924, 227925, 227938, 227960, 228055, 228071, 228116, 228117, 228118, 228121, 228122, 228123, 228136, 228136, 228137, 228225, 228227, 228244, 228326, 228442, 228443, 228485, 228512, 228613, 228639, 228648.

Roll call was as follows:

ALDERMAN

VOTED

Alderman Brooks

YES

Minutes, City of Southaven, Southaven, Mississippi

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 7th day of October, 2014.

A motion was made by Alderman Payne to approve the Claims Docket of October 7, 2014, for Fiscal Year 2015, including demand checks and payroll in the amount of \$2,121,211.13. 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 and approved for payment on the 7th day of October, 2014.

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, October 7, 2014 at 8:20 p.m.

Darren Musselwhite,
Mayor

Sheila Heath, City Clerk

(Seal)

Minutes, City of Southaven, Southaven, Mississippi

RESOLUTION OF THE CITY OF SOUTHAVEN TO SURPLUS REAL PROPERTY, SOUTHAVEN PERFORMING ARTS CENTER, AND DISPOSE IN ACCORDANCE WITH MISSISSIPPI CODE 21-17-1

WHEREAS, pursuant to Mississippi Code 21-17-5, the City of Southaven ("City") governing authorities shall have the care, management and control of the City affairs and its property and finances and the power to adopt any resolution with respect to City property; and

WHEREAS, the City previously purchased the property currently known as the "City of Southaven Performing Arts Center" (the "Property") on December 1, 2005, with such deed evidencing purchase of the Property filed with the Chancery Clerk's Office at Book 516 Page 199 and attached hereto as Exhibit A; and

WHEREAS, pursuant to Mississippi Code 21-17-1(2)(a), the City finds that the Property is no longer needed for City or related purposes and is not to be used in the operation of the City; and

WHEREAS, despite the Property not being needed for City or related purposes, the City has incurred significant expenses maintaining the Property since its purchase in December of 2005; and

WHEREAS, the conveyance of the Property is in the best interest of the City and its residents as it allows for the City to reduce expenses associated with the Property; and

WHEREAS, Trinity Baptist Church of Southaven, Inc. ("Trinity") desires to purchase the Property from the City; and

WHEREAS, pursuant to Mississippi Code 21-17-1(2)(a), the City finds that the sale of the Property by seeking bids for the Property is not necessary or desirable for the financial welfare of the City; and

WHEREAS, pursuant to Mississippi Code 21-17-1(2)(a), the City finds that the use of Property for the purpose for which it is to be sold will promote and foster the development and improvement of the community in which it is located and the civic, social, educational, cultural, moral, and economic welfare thereof; and

WHEREAS, based on the findings above, the City desires to sell the Property without having to advertise for and accept competitive bids; and

WHEREAS, pursuant to Mississippi Code 21-17-1(2)(b)(i), two (2) professional appraisals for the Property were obtained, and the average of the 2 appraisals is Six Hundred Seventy Two Thousand, Five Hundred Dollars and 00/100 (\$672,500.00); and

WHEREAS, Trinity will share the equally in the costs associated with acquiring the two (2) appraisals and desires to purchase the Property for the average of the 2 appraisals consistent with the mandates of Mississippi Code 21-17-1(2)(b)(i); and

Minutes, City of Southaven, Southaven, Mississippi

WHEREAS, the City desires to surplus and convey the Property to Trinity for an amount equal to or above \$672,500.00; and

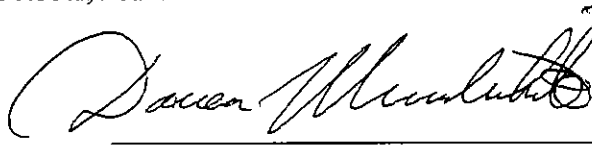
NOW THEREFORE, in consideration of the findings previously noted, be it resolved as follows:

1. The City Board does hereby authorize the surplus of the Property and conveyance of the Property to Trinity for an amount equal to or greater than \$672,500.00, which is based on the average of the two (2) professional appraisals as set forth pursuant to Mississippi Code 21-17-1(2)(b)(i).
2. The Mayor, on behalf of the City, is authorized to sign a letter of intent and negotiate and enter into a contract with Trinity for the conveyance of the Property to Trinity.
3. The Mayor, on behalf of the City, is authorized to sign any and all closing or other documents and take any and action to effectuate the intent of this Resolution.

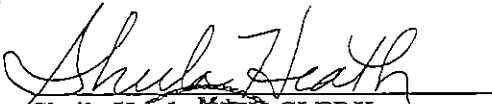
Following the reading of the foregoing Resolution, Alderman Brooks made the motion and Alderman Gallagher seconded the motion for its adoption. The Mayor put the question to a roll call vote, and the result was as follows:

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 7th day of October, 2014.


Darren Musselwhite, MAYOR

ATTEST:


Sheila Heath, CITY CLERK



Minutes, City of Southaven, Southaven, Mississippi

EXHIBIT A

Minutes, City of Southaven, Southaven, Mississippi

12/08/05 9:58:18
BK 516 PG 199
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

STATE OF MISSISSIPPI

COUNTY OF DESOTO

SUBSTITUTED TRUSTEE'S DEED

WHEREAS, on February 27, 1998, SPIRIT OF LIFE CHURCH, INC., executed a certain Deed of Trust to JAMES E. WOODS, TRUSTEE for the benefit of the BANK OF MISSISSIPPI n/k/a BANCORPSOUTH BANK, which Deed of Trust is of record, in the Office of the Chancery Clerk of DeSoto County, Mississippi in Book 982, Page 657; and

WHEREAS, BANCORPSOUTH BANK having substituted ERIC L. SAPPENFIELD as Trustee in place and lieu of JAMES E. WOODS, by instrument dated November 29, 2004, and recorded in the Chancery Clerk of DeSoto County, Mississippi, in Book 2122, Page 450; and

WHEREAS, Living Hope Church, Inc., f/k/a Spirit of Life Church, Inc., conveyed its interest in the below described property unto Greater Love Church Ministries by Warranty Deed recorded in Book 415, Page 607, in the Chancery Court of DeSoto County, Mississippi.

WHEREAS, an Agreed Order Providing for Adequate Protection dated May 10, 2005 was entered In the United States Bankruptcy Court for the Northern District of Mississippi, No. 05-10526, Chapter 11.

WHEREAS, default having been made in the terms and conditions of said Deed of Trust and the entire debt secured thereby having been declared to be due and payable in accordance with the terms of said Deed of Trust, BANCORPSOUTH BANK, the legal holder of said indebtedness, having requested the undersigned Substituted Trustee to execute the trust and sell said land and property in accordance with the terms of said

Minutes, City of Southaven, Southaven, Mississippi

BK 516 PG 200

DESOTO TIMES, a newspaper published and generally circulated in DeSoto County, Mississippi, for four consecutive weeks preceding the date of the sale. The first notice publication appeared November 9, 2005 and subsequent notices appeared on November 16, 2005, November 23, 2005, and November 30, 2005. Proof of publication is attached hereto and incorporated herein by reference as Exhibit "A".

WHEREAS, on December 1, 2005, at the East Door of the County Courthouse of DeSoto County, Hernando, Mississippi, commencing at 11:00 A.M., I the undersigned Substituted Trustee did offer for sale and sell said property for cash to the highest bidder the following described property, lying and being situated in DeSoto County,

Mississippi, to wit:

Land lying and being situated in Sections 22 and 27, Township 1 South, Range 8 West, DeSoto County, Mississippi, being more particularly described as follows, to wit:

Parcel I: Church site in Section J, Southaven West Subdivision, situated in Sections 22 and 27, Township 1 South, Range 8 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 4, Pages 2-3 in the Office of the Chancery Clerk of DeSoto County, Mississippi, described as follows: Beginning at a point in the westerly line of Cherry Valley Boulevard at the beginning of a 20 foot radius curve, said curve connecting the westerly line of Cherry Valley Boulevard with the southerly line of Colonial Hills Drive; thence southwardly along the westerly line of Cherry Valley Boulevard 495.41 feet to a point; thence west at an interior angle of 90 degrees 419.62 feet to a point in the southeasterly line of Lot 2170 of said subdivision; thence northeastwardly along the southeasterly line of said Lot 2170 a distance of 75.74 feet to a point at the northeast corner of said Lot 2170; thence northwardly 83.51 feet to a point at the northeast corner of Lot 2171 of said subdivision; thence north 83.51 feet to a point at the northeast corner of Lot 2172 of said subdivision; thence northeastwardly 54.68 feet to a point at the southwest corner of Lot 2176 of said subdivision; thence eastwardly 195.0 feet to a point at the southeast corner of Lot 2178 of said subdivision; thence northwardly 130.0 feet to a point in the southerly line of Colonial Hills Drive at the northeast corner of said Lot 2178; thence eastwardly along the southerly line of Colonial Hills Drive 155.39 feet to a point at the end of said 20 feet radius curve; thence southeastwardly along the arc of said curve 31.42 feet to a point of beginning, containing 3.45 acres as reflected on survey of Pigott and Porter, Engineers, dated August 18, 1965.

Parcel II: Lots 2177 and 2178, Section J of Southaven West Subdivision. in

Minutes, City of Southaven, Southaven, Mississippi

EK 516 PG 201

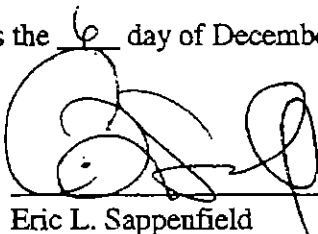
amount of \$797,927.74, and this being the highest and best bid, said City of Southaven, Mississippi, was declared the successful bidder and the same was then and there struck off to said City of Southaven, Mississippi.

NOW THEREFORE, in consideration of the premises and in consideration of the price and sum of \$797,927.74, cash in hand paid, receipt of which is hereby acknowledged, I, the undersigned Substituted Trustee, do hereby sell and convey unto the City of Southaven, Mississippi, the land and property above described, together with all improvements thereon.

Title to this property is believed to be good, but I will convey only such title as is vested in me as Substituted Trustee.

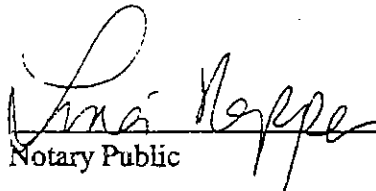
WITNESS MY SIGNATURE this the 6 day of December, 2005.




Eric L. Sappenfield
Substituted Trustee

STATE OF MISSISSIPPI
COUNTY OF DESOTO

PERSONALLY appeared before me the undersigned authority in and for the said county, and state, on this 6th day of December, 2005, within my jurisdiction, the within named ERIC L. SAPPENFIELD, who acknowledged that he is Substituted Trustee of BANCORPSOUTH BANK, and that in said representative capacity he executed the above and foregoing instrument, after first having been duly authorized so to do.


Notary Public

My Commission Expires:

March 17, 2006

Minutes, City of Southaven, Southaven, Mississippi

BK 516 PG 202

GRANTOR'S ADDRESS:

6858 Swinnea Road
5 Rutland Place,
Southaven, MS 38671
wk: 662-349-3436
hm: n/a

GRANTEE'S ADDRESS

8710 Northwest Drive
Southaven, MS 38671
wk: 662-393-6939
hm: n/a

This instrument prepared by:
Eric L. Sappenfield
Attorney at Law
6858 Swinnea Road
#5 Rutland Place
Southaven, MS 38671
662-349-3436

foreclosures/10961std

Minutes, City of Southaven, Southaven, Mississippi

BK 516 PG 203



PROOF OF PUBLICATION

THE STATE OF MISSISSIPPI
COUNTY OF DESOTO

Diane Smith personally appeared before me the undersigned in and for said County and State and states on oath that she is the CLERK of the DeSoto Times Today, a newspaper published in the town of Hernando, State and County aforesaid, and having a general circulation in said county, and that the publication of the notice, a copy of which is hereto attached, has been made in said paper 4 consecutive times, as follows, to-wit:

Volume No. 110 on the 9 day of Nov. 2005

Volume No. 110 on the 16 day of Nov. 2005

Volume No. 110 on the 23 day of Nov. 2005

Volume No. 110 on the 30 day of Nov. 2005

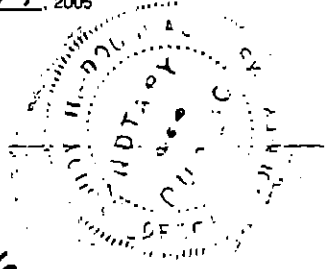
Volume No. 110 on the 30 day of Nov. 2005

Diane Smith

Sworn to and subscribed before me, this 30 day of Nov. 2005

Judy H. Douglas

NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE
MY COMMISSION EXPIRES: JANUARY 16, 2009
BONDED THRU DIXIE NOTARY SERVICE, INCORPORATED



A. Single first insertion of 788 words @ .12 \$ 94.56
B. 3 subsequent insertions of 2,364 words @ .10 \$ 236.40
C. Making proof of publication and deposing to same \$ 3.00

TOTAL PUBLISHER'S FEE: \$ 333.96

the Square- Hernando, MS 38632 • 662.429.6397 • Fax: 662.429.5229

UNITED STATES OF AMERICA, County of Desoto, Mississippi, in and for the County and State of Mississippi, I, Eric L. Saperfield, Substituted Trustee of the DeSoto Times Today, a newspaper published in the town of Hernando, State and County aforesaid, and having a general circulation in said county, and that the publication of the notice, a copy of which is hereto attached, has been made in said paper 4 consecutive times, as follows, to-wit:

Parcel 1: Church site in Section 1, Southaven West Subdivision, situated in Sections 22 and 27, Township 1 South, Range 8 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 4, Pages 2-3 in the Office of the Chancery Clerk of DeSoto County, Mississippi, described as follows: Beginning at a point, in the westerly line of Cherry Valley Boulevard at the beginning of a 20 foot radius curve, said curve connecting the westerly line of Cherry Valley Boulevard with the southerly line of Colonial Hills Drive, thence southwardly along the westerly line of Cherry Valley Boulevard 405.41 feet to a point; thence west at an interior angle of 90 degrees 419.62 feet to a point in the southeasterly line of Lot 2170 of said subdivision; thence northwardly along the southeasterly line of said Lot 2170 a distance of 76.74 feet to a point at the northeast corner of said Lot 2170; thence northwardly 63.51 feet to a point at the northeast corner of Lot 2171 of said subdivision; thence north 83.51 feet to a point at the northeast corner of Lot 2172 of said subdivision; thence northwardly 54.88 feet to a point at the southwest corner of Lot 2175 of said subdivision; thence southwardly 133.0 feet to a point in the southerly line of Colonial Hills Drive at the northeast corner of said Lot 2175; thence eastwardly along the southerly line of Colonial Hills Drive 155.36 feet to a point at the end of said 20 foot radius curve; thence southwardly along the southerly line of said curve 31.45 feet to a point of beginning, containing 3.46 acres, as surveyed by Pigeon and Porter, Engineers, dated August 18, 1986.

Parcel 2: Lots 2177 and 2178, Section 1 of Southaven West Subdivision, in Sections 22 and 27, Township 1 South, Range 8 West, as per plat thereof recorded in Plat Book 4, Pages 2 and 3, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

The undersigned Substituted Trustee will convey only such title as is vested in him by virtue of the above described Deed of Trust.

WITNESS MY SIGNATURE this 8 day of November, 2005.

Eric L. Saperfield, MS BAR #0000000000
Substituted Trustee
6888 Swinney Road
Southaven, MS 38671
662-348-3438
Publication Dates:
November 9, 2005
November 16, 2005
November 23, 2005
November 30, 2005

Minutes, City of Southaven, Southaven, Mississippi



Utility Specialist
Telco
Power Distribution
CATV
CAD Drafting
Land-Based Mapping
Project Mgmt.
Design & Build
Capabilities

CONTRACT SOUTHAVEN AND BAKER SERVICE CO.

Contract Amendment

In accordance with the CONTRACT TERMS in the original contract between the City of Southaven (Owner) and Baker Services, Co. (Contractor) dated October 17, 2012, the contract terms are to be extended for one year through October 17, 2015. The price adjusted by the CPI as stated in the Contract Terms for the extended period is \$0.94 per meter. All other terms of the original contract remain the same. This is the second renewal under the current contract.

A handwritten signature in dark ink, appearing to read "Darren Musselwhite", written over a horizontal line.

Darren Musselwhite
Mayor – City of Southaven

10-9-14
Date

A handwritten signature in dark ink, appearing to read "Charlie Lavender", written over a horizontal line.

Charlie Lavender
Vice President – Baker Services, Co.

9/23/14
Date

Minutes, City of Southaven, Southaven, Mississippi

Amendment No. 1 to Electronic Transaction Processing Agreement Between Official Payments Corporation And City of Southaven, MS

This Amendment No. 1 ("Amendment") is agreed to by and between **City of Southaven, MS** ("Agency") and **Official Payments Corporation** ("OPC"), and is made a part of the Electronic Transaction Processing Agreement between the parties dated as of **November 2, 2012** ("Agreement"). The terms of this Amendment shall be effective as of **October 1, 2014** ("Amendment Effective Date"). Unless otherwise defined herein, capitalized terms used in this Amendment shall have the meaning as those used in the Agreement and incorporated by reference; the term "Client" as used herein shall refer to the other party to the Agreement, regardless of whether the Agreement referred to that entity as "Agency", "Customer," or "University" or any other term. "Customer" as used herein shall refer to the person or entity making the payment (hereinafter "Payment"), regardless of whether the Agreement referred to that person or entity as "Patron" or any other term. In the event of any conflicts or inconsistencies between the provisions of this Amendment and the Agreement and/or any addenda thereto, the provisions of this Amendment shall prevail. The remainder of the Agreement shall remain in full force and effect, unamended.

The parties hereby agree that the Agreement is amended as follows:

1. Wherever the word "convenience fee" or "Convenience Fee" appears in the Agreement, the same shall be replaced with the word "service fee" or "Service Fee", as applicable.
2. Section 6.1 "Term" is deleted and replaced with the following: "This Agreement shall be effective upon the date of full execution of the Agreement and has an initial term of four (4) years ("Initial Term"). This Agreement shall automatically renew for successive one year periods (a "Renewal Term"), unless either party provides written notification to the other party of its decision not to renew this Agreement no later than 90 days prior to the end of the then current term."
3. As of the Amendment Effective Date, or as soon thereafter as the parties can complete procedural steps to implement changes, Exhibit A Electronic Check Fee Schedule and Exhibit B Credit/Debit Card Fee Schedule are replaced with the new Exhibit A Credit/Debit Card Fee Schedule attached hereto and incorporated herein by reference.
4. Section 11 "Indemnification" is deleted and replaced with the following: "INTENTIONALLY OMITTED" *
5. Section 12 "Limitation of Liability" is amended to add the following language to the beginning of the section: "To the extent allowed by Mississippi law..."
6. OPC's notice addresses in Section 14.6 are deleted and replaced with the following:

Notices to OPC shall be sent to:

Chief Executive Officer
Official Payments Corporation
705 Westech Drive
Norcross, GA 30092

With a copy to: General Counsel, same address

In all other respects, the Agreement remains unchanged. Any change to this Amendment by or at the direction of Agency, following OPC's signature hereof and prior to receipt by OPC of a fully-executed identical copy hereof, which is not expressly ratified by OPC in writing within three (3) calendar days of the date of OPC's signature shown below, shall render this Amendment null and void ab initio and OPC shall be relieved automatically of all obligations hereunder.

Minutes, City of Southaven, Southaven, Mississippi

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Amendment Effective Date.

AGREED AND ACCEPTED AGREED AND ACCEPTED

Official Payments Corporation

By: _____

Name: Eric L. Lich

Title: SP, Scler

Date: 9/22/14

City of Southaven

By: Darren Musselwhite

Name: Darren Musselwhite

Title: Mayor

Date: 10-9-14

APPROVED AS
NOT
TO FORM

Minutes, City of Southaven, Southaven, Mississippi

Exhibit A Credit/Debit Card Fee Schedule

A. Credit/Debit Card Fees

Service Fees to be charged to Customer by Official Payments:

\$2.50 per Payment Transaction, when credit cards are used for the following Payment Type:

Utility Payments

\$1.00 per Payment Transaction, when debit cards are used for the following Payment Type:

Utility Payments

B. MoneyGram:

A Customer making payment at a MoneyGram location will pay MoneyGram a service charge which, as of the date of this Agreement, is as follows:

Utility Payments: \$1.79 per Payment Transaction

MoneyGram service charge rates are subject to change without notice. The Customer will be informed of the applicable service charge before the transaction is completed.

C. Point of Sale (POS):

Same as Credit/Debit Card Fee Schedules above.

D. Interactive Voice Response (IVR):

Same as Electronic Check and Credit/Debit Card Fee Schedule above plus additional \$1.50 service charge.

Minutes, City of Southaven, Southaven, Mississippi

LEASE ADDENDUM AGREEMENT

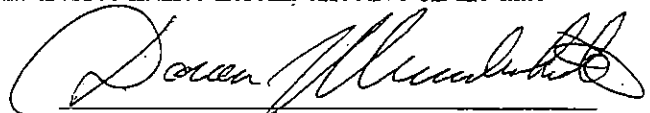
The effective date of this Lease Addendum is the date it is signed by all the parties which are the City of Southaven, whose address is 8710 Northwest Drive, Southaven, MS 38671, (hereinafter referred to as "Lessor"), and the Mississippi Department of Employment Security, whose address is 1235 Echelon Parkway, Jackson, MS 39213, (hereinafter referred to as "Lessee"). The terms "Lessor" and "Lessee" shall include, whenever the context admits or requires, singular or plural, the heirs, legal representatives, successors and assigns of the respective parties.

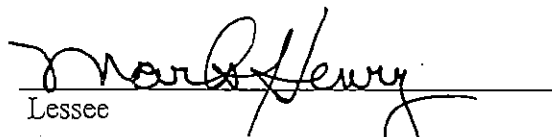
WITNESSETH

That on the 3rd day of May, 2006, RH Holdings, LLC and Lessee herein entered into a Master Lease Agreement to lease space located at 7320 Highway 51, Southaven, Mississippi 38671, said Lease having first been approved by the Public Procurement Review Board at their meeting on May 3rd, 2006. That on February 26, 2010, the Lessor purchased the property, which is the subject of the Master Lease Agreement and Lease Addendum, from RH Holdings, LLC. That due to a loss in federal funds and in accordance with Section 9 of the Master Lease, the parties agree to reduce the amount of monthly rent the Lessee is required to pay to Seven Thousand Five Hundred and No Cents (\$7500.00) per month. The parties previously agreed to the reduction in the monthly rent on October 1, 2011. Due to the continuation of not receiving federal funds by the Lessee, the monthly rent of \$7,500.00 per month will continue to remain in effect for a period of two years, ending on September 30, 2016. Prior to the end of the two year period, the parties agree to evaluate the needs and budgetary concerns of the Lessee and will determine if an increase is appropriate or a further decrease in the monthly rent is necessary; however, any increase cannot exceed the amount first agreed to in the Master Lease and approved by the Public Procurement Review Board. In addition, the parties agree to amend the second sentence of Section 12 of the Lease dated May 3, 2006 to state that:

To the extent allowed under Mississippi law, the Lessor agrees to hold Lessee harmless and indemnify against any liability for injury or death to any person or damage to property in or upon the leased premises not caused directly by an act of Lessee or employee or patron of the Lessee.

By signing this Lease Addendum, this Agreement becomes part of an attachment to the original Lease Agreement between the Lessor and Lessee named herein, effective on the date first stated above.


Lessor


Lessee

Minutes, City of Southaven, Southaven, Mississippi

(Lessee's acknowledgement)

STATE OF MISSISSIPPI
COUNTY OF HINDS

On this the 1st day of October, 2014, before me, the undersigned Notary, personally appeared Mark Henry, who acknowledged himself/herself to be the Executive Director of MDES, for and on behalf of the State of Mississippi, and that he/she being authorized so to do, executed the foregoing instrument for the purposes therein construed.

In witness whereof, I hereunto set my hand and official seal.

(SEAL)

My Commission Expires:



NOTARY PUBLIC

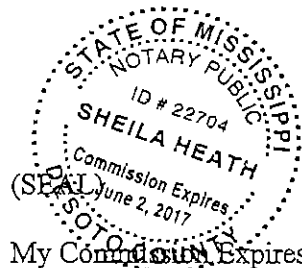
Charlotte Montgomery

(Lessor's acknowledgment)

STATE OF MISSISSIPPI
COUNTY OF DESOTO

On this the 18th day of October, 2014, before me, the undersigned Notary, personally appeared, Mayor Darren Musselwhite, known to me (or satisfactory proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.



(SEAL)
My Commission Expires:

NOTARY PUBLIC

Sheila Heath

Minutes, City of Southaven, Southaven, Mississippi



Workforce Ready Order Form

v13.5

Date: 9/17/2014
Version #: 1
Expires: 9/30/2014

Customer PO #:
Salesperson: David Herndon

Bill To: Attn: Chris Wilson
City of Southaven
8710 Northwest Drive
Southaven, MS 38671

Ship To: Attn: Chris Wilson
City of Southaven
8710 Northwest Drive
Southaven, MS 38671

FOB: Shipping Point
Shipping Method: FedEx Ground
Currency: USD

Email Contact: cwilson@southaven.com
Phone #: 662-393-6939

THIS WORKFORCE READY ORDER FORM ("Order Form") is by and between Kronos Incorporated ("Kronos") and the customer who has signed in the space provided below or electronically clicked a box indicating its acceptance ("Customer"). This Order Form incorporates the Kronos terms and conditions for the ordered Services which shall be attached to Customer's initial Order Form ("SaaS Terms and Conditions"), and together they form the Agreement between the parties. Customer has read and agrees to the SaaS Terms and Conditions, including any applicable policies referenced therein. Capitalized terms on this Order Form are defined where they appear on this Order Form or in the SaaS Terms and Conditions. As of the Start Date, Kronos will provide, and Customer will purchase, under the SaaS Terms and Conditions, the SaaS Services listed below. Customer may order additional or amended Services in the future via additional signed or electronically accepted Order Forms. Such Order Forms plus the SaaS Terms and Conditions, whether attached to an Order Form or not, will govern such added or amended Services.

The parties agree that Section 16.1 is amended by replacing the word "Massachusetts" with the word Mississippi. Any indemnification provision in the Agreement requiring customer to indemnify Kronos or any other party shall not apply to the extent prohibited by the applicable law, and, with respect to Customer, such indemnification obligation shall not apply.

SaaS Services

Item	License/Qty	Unit Price	Price
Workforce Ready Time Keeping	375	\$3.15	\$1,181.25
Workforce Ready Accruals	375	\$0.63	\$236.25
Minimum Monthly Total:			\$1,417.50

Equipment - Rental

Item	Qty	Unit Price	Monthly Price
Workforce Ready Rental InTouch 9000 HB, Standard KR B/C	3	\$120.00	\$360.00
Total Monthly:			\$360.00

Accessories

Item	Qty	Unit Price	Total Price
NORTH AMERICA POWER KIT FOR EXTERNAL OUTLET, INTOUCH STD	3	\$0.00	\$0.00
Total Price:			\$0.00

Setup Fees

Item	Total Price
Workforce Ready Setup Fee	\$4,750.00
	Total Price: \$4,750.00

Quote Summary

Item	Total Price
Minimum Monthly Fee	\$1,777.50
One Time Setup Fees	\$4,750.00
Total Equipment Purchase and Accessories Fee	\$0.00

NOTICES: All legal notices required to be given hereunder shall be in writing and shall be deemed given if sent to the addressee specified herein: (a) by either registered or certified United States mail, return receipt requested, postage prepaid, three days after such mailing; or (b) by national overnight courier service and addressed to the persons set forth herein, the next business day. All other notices, including notices of non-payment, may also be sent via facsimile or email, and will be deemed given on the day delivery is electronically confirmed.

City of Southaven
Darren Mussewhite
Name: Darren Mussewhite
Title: Mayor
Date: 10-9-14

Kronos | Time & Attendance • Scheduling • Absence Management • HR & Payroll • Hiring • Labor Analytics

Kronos Incorporated 297 Billerica Road Chelmsford, MA 01824 (800) 225-1561 (978) 250-9800 www.Kronos.com

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KRONOS WORKFORCE READY™ - SOFTWARE AS A SERVICE TERMS AND CONDITIONS

Customer and Kronos agree that the terms and conditions set forth below shall apply to the Kronos supply of the commercially available object code version of the software application programs and related services and materials (including applicable documentation) and equipment (if any) specified on a Kronos order form (collectively, the "Services"). The Services described on a Kronos order form signed by Customer and returned to Kronos (the "Order Form") shall be delivered by means of Customer's permitted access to the password protected customer area of a Kronos website.

BY ELECTRONICALLY CLICKING A BOX INDICATING ACCEPTANCE OF AN INITIAL ORDER FORM REFERENCING THESE TERMS AND CONDITIONS, OR BY MANUALLY EXECUTING AN INITIAL ORDER FORM REFERENCING THEM, CUSTOMER AGREES TO THESE TERMS AND CONDITIONS FOR ALL ORDER FORMS. THE INDIVIDUAL ACCEPTING THESE TERMS AND CONDITIONS ON BEHALF OF CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO CONTRACTUALLY BIND CUSTOMER. THESE TERMS AND CONDITIONS AND THE ORDER FORM(S) (AND ANY ATTACHMENTS THERETO) TOGETHER FORM A BINDING AND EXECUTED WRITTEN AGREEMENT BETWEEN CUSTOMER AND KRONOS (THE "AGREEMENT") FOR SERVICES, EFFECTIVE AS OF THE DATE THE ORDER FORM IS RECEIVED BY KRONOS (THE "AGREEMENT EFFECTIVE DATE").

1. TERM

1.1 The Services shall be deemed to start on the earlier of: a) ninety (90) days from Kronos' receipt of the relevant Order Form; or, b) the date Customer is authorized to "go live" with the Services for production purposes, (the "Start Date"), and shall continue indefinitely on a month-to-month basis until terminated in accordance with the provisions hereof (the "Term"). Customer acknowledges that execution of separate third party agreements may be required in order for Customer to "go live" with certain add-on features or functionality, including tax filing services ("Add-on Features"), as identified by Kronos on the Order Form.

1.2 Customer may terminate the Services or the Agreement for convenience upon thirty (30) days prior written notice, and Kronos may terminate the Services or the Agreement for convenience upon ninety (90) days prior written notice, at any time during the Term.

1.3 Either party may suspend or terminate the Services or the Agreement upon a material breach of the Agreement by the other party if such breach is not cured within fifteen (15) days after receipt of written notice. Notwithstanding the foregoing, Kronos may suspend or terminate the Services or the Agreement immediately upon notice in the event of any Customer breach of Sections 3 (License to Use), 4 (Acceptable Use), or 14 (Confidential Information), below.

1.4 In the event that either party becomes insolvent, makes a general assignment for the benefit of creditors, is adjudicated a bankrupt or insolvent, commences a case under applicable bankruptcy laws, files a petition seeking reorganization, the other party may request adequate assurances of future performance. Failure to comply with such request within ten (10) days of delivery of the request shall entitle the requesting party to terminate the Agreement immediately upon written notice to the other.

1.5 If the Agreement is terminated for any reason:

(a) Customer shall pay Kronos within thirty (30) days all fees accrued for the Services prior to the date of termination, provided that if Customer terminates Kronos for material breach of the Agreement, Kronos shall be responsible to refund to Customer unused pre-paid service fees, if any; (b) Customer's right to access and use the Services shall be revoked and be of no further force or effect;

(c) Within thirty (30) days of termination Customer will retrieve Customer's historical data in accordance with previously established system access procedures and applicable state and federal laws. After such time period, Kronos shall have no further obligation to store and/or make available Customer's historical data and may delete same. If Customer requires additional data conversion services from Kronos, these services may be contracted from Kronos at Kronos' then published rates.

(d) Customer agrees to timely return all Kronos-provided materials related to the Services to Kronos at Customer's expense or, alternatively, upon prior written approval of Kronos, provide Kronos with an officer's certification of the destruction thereof; and

(e) all provisions in the Agreement, which by their nature are intended to survive termination, shall so survive.

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2. FEES AND PAYMENT

2.1 In consideration of the delivery of the Services, Customer shall pay Kronos the Setup Fees, the Monthly Service Fees and any additional one time, set-up or recurring fees, all as defined on the Order Form. All fees payable for the Services shall be sent to the address specified on the Kronos invoice. Unless otherwise indicated on an Order Form, payment terms for all items except the Setup Fees shall be net upon receipt of invoice. Except as expressly set forth in the Agreement, all amounts paid to Kronos are non-refundable. Customer is responsible for all applicable federal, state, local country, provincial or local taxes relating to the Services (including without limitation GST and/or VAT if applicable), excluding taxes based on Kronos' income or business privilege.

2.2 The Setup Fees shall be invoiced upon execution of the Agreement and shall be due net 30 days following date of invoice. Customer acknowledges that setup fees may be charged to Customer by third parties for Add-on Features. Monthly Service fees shall be based on monthly periods that begin on the Start Date. Monthly Service Fees shall include fees for Equipment rental, if any, as described in Section 8 below. Monthly Service Fees for Services added on or before the 15th day of a given month will be charged for that full monthly period and each monthly period of the Term thereafter; Monthly Service Fees for Services added after the 15th day of a given month will begin to accrue as of the 1st day of the following month and will be charged for each monthly period of the Term thereafter. Monthly Service Fees shall be invoiced promptly following the end of the calendar month in which the Monthly Service Fees were accrued. Kronos will monitor Customer's "Usage" of the Services (as defined below) in order to calculate the Usage portion of the Monthly Service Fees to be charged. Usage of the Services, depending on applicable features, components, or services, shall be priced as identified on the Order Form either on a: (a) per month basis; (b) per active employee (herein "Active Employee") per month usage basis; or, (c) per transaction basis (e.g.: pay statement). For purposes of the Agreement, an employee shall be deemed an Active Employee during any applicable billing period if through the Services: (i) time has been entered for such employee; (ii) records have been included for such employee for the purpose of processing payroll; (iii) records have been included for such employee within an import/export process; (iv) such employee has accessed the Services, regardless of the purpose; (v) benefit time has been accrued for such employee; (vi) human resource reporting has been performed for or on such employee; or, (vii) such employee has been marked as an "Active" status during the period.

2.3 Customer agrees that except in those circumstances in which Customer is entitled to invoke the termination for cause provision set forth in Section 1.3 above, in consideration of Kronos' delivery of the Services on a variable fee basis, Customer agrees to pay Kronos each month during the Term in which charges accrue no less than the minimum monthly fees ("Minimum Monthly Fees") as identified on the Order Form. The Minimum Monthly Fees shall be calculated by Kronos based on Customer's anticipated monthly Usage of the Services plus Equipment rental fees, if any. In the event that Customer does not reach the anticipated Usage upon which the Minimum Monthly Fees was based for any given month during the Term, Customer shall remain responsible for paying the Minimum Monthly Fees for that month. If an Order Form or the Agreement is suspended by Kronos for non-payment or otherwise terminated by Kronos for cause, Customer shall remain liable to pay the applicable Minimum Monthly Fees up to and including the last day of the month in which the effective date of termination occurs.

2.4 If any amount owing under this or any other agreement for Services is 30 or more days overdue, Kronos may, without limiting its other rights and remedies, accelerate unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Services until such amounts are paid in full. Kronos will provide at least 7 days' prior notice that Customer's account is overdue before suspending Services.

2.5 Kronos may change the Monthly Service Fee rates no more than once per calendar year by notifying Customer at least sixty (60) days prior to the effective date of such rate increase.

3. LICENSE TO USE

3.1 Subject to the terms and conditions of the Agreement, Kronos hereby grants Customer during the Term a limited, revocable, non-exclusive, non-transferable, non-assignable license to use for internal business purposes only: a) the Kronos application(s) and related services, including applicable Services description documentation and training materials (the "Documentation"); and, b) any embedded third party software, libraries, or other components, which collectively comprise the Services. The Services contain proprietary trade secret technology of Kronos. Unauthorized use and/or copying of such Services are prohibited by law, including United States and foreign copyright law. Customer may use the software

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included in the Services in object code form only, and shall not reverse compile, disassemble or otherwise convert such software into uncompiled or unassembled code. Customer acknowledges and agrees that the license to use the Services is limited based upon authorized Usage and the amount of the Monthly Service Fees to be paid by Customer. Customer agrees to use only the modules and/or features described on the Order Form. Customer agrees not to use any other modules or features unless Customer has licensed such additional modules or features. Customer may not relicense or sublicense the Services, or otherwise permit use of the Services (including timesharing or networking use) by any third party. Customer may not provide service bureau or other data processing services that make use of the Services without the express prior written consent of Kronos. No license, right, or interest in any Kronos trademark, trade name, or service mark, or those of Kronos' licensors or third party suppliers ("Suppliers"), is granted hereunder.

3.2 Customer may authorize its third party contractors and consultants to access the Services on an as needed basis, provided Customer: a) abides by its obligations to protect confidential information as set forth in Section 14 below; b) remains responsible for all such third party usage and compliance with the Agreement; and c) does not provide such access to a competitor of Kronos who provides workforce management services.

3.3 Customer agrees and acknowledges that Kronos retains ownership of all right, title and interest to the Services, all of which are protected by copyright and other intellectual property rights, and that, other than the express licenses granted herein, Customer shall not obtain or claim any rights in or ownership interest to the Services or any associated intellectual property rights therein. Customer agrees to comply with all copyright and other intellectual property rights notices contained on or in any information obtained or accessed by Customer through the Services.

3.4 Kronos will make updates and upgrades to the Services (tools, utilities, improvements, third party applications, general enhancements) available to Customer at no charge as they are released generally to its customers. Customer agrees to receive those updates automatically as part of the Services. Kronos also may offer new products and/or services to Customer at an additional charge. Customer shall have the option of purchasing such new products and/or services under a separate Order Form.

3.5 Kronos reserves the right to change or discontinue the Services, in whole or in part, including but not limited to, the Internet based services, technical support options, and other Services-related policies. Customer's continued use of the Services after Kronos posts or otherwise notifies Customer of any changes indicates Customer's agreement to those changes.

4. ACCEPTABLE USE

4.1 Customer shall take all reasonable steps to ensure that no unauthorized persons have access to the Services, and to ensure that no persons authorized to have such access shall take any action that would be in violation of the Agreement.

4.2 Customer represents and warrants to Kronos that it has the right to publish and disclose Customer's data and other content ("Customer Content") in the Services. Customer represents and warrants to Kronos that the Customer Content will not: (a) infringe or violate any third-party right, including (but not limited to) intellectual property, privacy, or publicity rights; (b) be abusive, profane, or offensive to a reasonable person; or, (c) be hateful or threatening.

4.3 Customer will not (a) use, or allow the use of, the Services or Customer Content in contravention of any federal, state, local, foreign or other applicable law, or rules or regulations of regulatory or administrative organizations; (b) introduce into the Services any virus or other code or routine intended to disrupt or damage the Services, or alter, damage, delete, retrieve or record information about the Services or its users; (c) excessively overload the Kronos systems used to provide the Services; (d) perform any security integrity review, penetration test, load test, denial of service simulation or vulnerability scan; (e) use any tool designed to automatically emulate the actions of a human user (e.g., robots); or, (d) otherwise act in a fraudulent, malicious or negligent manner when using the Services.

5. CONNECTIVITY AND ACCESS

5.1 Customer acknowledges that it shall (a) be responsible for securing, paying for, and maintaining connectivity to the Services (including any and all related hardware, software, third party services and related equipment and components); (b) provide Kronos and its representatives with such physical or remote access to Customer's computer and network environment as Kronos deems reasonably necessary in order for Kronos to perform its obligations under the Agreement. Kronos is hereby (i) granted access to such Customer data to perform its obligations under the Agreement and (ii) authorized to audit the number of Active Employee counts or other transactions that have occurred to measure Usage; (iii)

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make all necessary arrangements as may be required to provide such physical access to Customer's computer and network environment if necessary for Kronos to perform its obligations under the Agreement.

5.2 Customer shall be fully responsible for all access requirements imposed by law, rule, regulation or contract in order for Kronos to deliver the Services pursuant to the terms of the Agreement. Customer shall provide 30 calendar days advance written notice to Kronos of any change, modification, or reconfiguration of components or elements of the Customer's computer and network environment which may, in any manner, affect Customer's access to the Services.

6. SUPPORT

- a) Implementation. Kronos will configure the Services utilizing scheduled remote resources. Software module configuration will be based on information and work flows obtained from Customer during the discovery portion of the implementation. Customer shall provide Kronos with necessary configuration-related information in a timely manner to ensure that mutually agreed implementation schedules are met. Kronos and Customer's implementation responsibilities are described more specifically in the Services Implementation Guideline set forth at: <http://www.kronos.com/products/workforce-ready/implementation-guidelines.aspx>
- b) Depot Exchange Services for Equipment. As needed, Kronos will send a replacement for Equipment rented (in accordance with Section 8 below) on an advance exchange basis by next-business-day delivery, when available. When Customer receives replacement Equipment, Customer shall return the defective unit to Kronos for repair. Equipment support also includes Customer access to Equipment service packs via the Kronos Customer Portal.
- c) Standard Support. Kronos will provide telephone support 8:00 a.m. to 5:00 p.m., local time, Monday – Friday. Customers also shall be provided the capability to log questions online via the Kronos Customer Portal.

7. CUSTOMER CONTENT

Customer shall own all Customer Content and posts or other inputs into the Services by Customer or others acting on behalf of or through Customer, including but not limited to information, data (such as payroll data, vacation time, and hours worked), logos, text, multimedia images (e.g. graphics, audio and video files), compilations or any other content shared or processed through the Services. Kronos acknowledges that all such Customer Content is deemed to be the Confidential Information of Customer. Notwithstanding the foregoing, Customer grants Kronos permission to combine Customer's business data with that of other customers in a manner that does not identify the Customer or any individual in order to evaluate and improve the services Kronos offers to customers. In addition, Kronos may, but shall have no obligation to, monitor Customer content from time to time to ensure compliance with the Agreement and applicable law.

8. EQUIPMENT

If Customer purchases or rents time clocks or other equipment from Kronos, a description of such Equipment (model and quantity) and the applicable pricing shall be listed on the Order Form (the "Equipment"). Delivery terms for the Equipment are FOB shipping point, prepay and add. Customer shall bear all risk of loss or damage while the Equipment is in transit to Customer.

8.1 The following additional terms apply only if Customer rents Equipment from Kronos:

- a) Rental Term and Warranty Period. The term of the Equipment rental and the "Warranty Period" for such Equipment shall run coterminously with the Term of the other Services provided under the Agreement.
- b) Insurance. Customer shall insure the Equipment for an amount equal to the replacement value of the Equipment for loss or damage by fire, theft, and all normal extended coverage at all times. No loss, theft or damage after shipment of the Equipment to Customer shall relieve Customer from its obligations under the Agreement.
- c) Location/Replacement. Customer shall not make any alterations or remove the Equipment from the place of original installation without Kronos' prior written consent. Kronos shall have the right to enter Customer's premises to inspect the Equipment during normal business hours. Kronos

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reserves the right, at its sole discretion and at no additional cost to Customer, to replace any Equipment with newer or alternative technology Equipment as long as the replacement Equipment at least provides the same level of functionality as that being replaced.

- d) Ownership. All Equipment shall remain the property of Kronos. All Equipment is, and at all times shall remain, separate items of personal property, notwithstanding their attachment to other equipment or real property. Customer shall not sell or otherwise encumber the Equipment. Customer shall furnish any assurances, written or otherwise, reasonably requested by Kronos to give full effect to the intent of terms of this paragraph (d).
- e) Equipment Support. Kronos shall provide to Customer the Equipment support services described in Section 6 above. The cost of such support service shall be included in the Monthly Services Fees.
- f) Return Of Equipment. Upon termination of the Agreement or the applicable Order Form, Customer agrees that Customer shall disconnect, crate and return the Equipment to Kronos within thirty (30) days at Customer's expense. Equipment will be returned to Kronos in the same condition as and when received, reasonable wear and tear excepted. If Customer fails to return Equipment within this time period, Kronos shall invoice Customer for the then list price of the Equipment.

8.2 The following additional terms apply only if Customer purchases Equipment from Kronos:

- a) Ownership and Warranty Period. Title to the Equipment shall pass to Customer upon delivery to the carrier (FOB - Shipping Point, Prepay and Add). The "Warranty Period" for the Equipment shall be for a period of ninety (90) days from such delivery.
- b) Equipment Support. Kronos shall provide to Customer the Equipment support services described in Section 6 above if purchased separately by Customer as indicated on the applicable Order Form. If purchased, Equipment support services shall commence upon expiration of the Warranty Period.

9. SERVICE LEVEL AGREEMENT

Kronos shall: (a) provide basic support for the Services at no additional charge, (b) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (when it shall give at least 8 hours notice via the Services and shall schedule to the extent practicable during the weekend hours from 6:00 p.m. Friday to 3:00 a.m. Monday, Eastern Time), or (ii) any unavailability caused by circumstances beyond Kronos' reasonable control, including without limitation, acts of god, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Kronos employees), internet service provider failures or delays, or denial of service attacks, and (iii) provide Services in accordance with applicable laws and government regulations.

10. LIMITED WARRANTY; DISCLAIMERS OF WARRANTY

10.1 Kronos represents and warrants that the Services, under normal operation as specified in the Documentation and when used as authorized herein, will perform substantially in accordance with the Documentation during the Term.

10.2 Kronos' sole obligation and Customer's exclusive remedy for any breach of the above warranty is limited to Kronos' reasonable commercial efforts to correct the non-conforming Services at no additional charge to Customer. In the event that Kronos is unable to correct deficiencies in the Services, after using its commercially reasonable efforts to do so, Customer shall be entitled to terminate the then remaining term of the Agreement for cause in accordance with Section 1 above as Customer's exclusive remedy. Kronos' obligations hereunder for breach of warranty are conditioned upon Customer notifying Kronos of the material breach in writing, and providing Kronos with sufficient evidence of such non-conformity to enable Kronos to reproduce and/or verify the same.

10.3 Kronos warrants that all Equipment shall be free from defects in materials and workmanship during the Warranty Period as described in Article 8 above. In the event of a breach of this warranty, Customer's exclusive remedy shall be Kronos' repair or replacement of the deficient Equipment, at Kronos' option, provided that Customer's use, installation and maintenance thereof have conformed to the published specifications for such Equipment. This warranty is extended to Customer only and shall not apply to any Equipment (or parts thereof) in the event of:

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- a) damage, defects or malfunctions resulting from misuse, accident, neglect, tampering, (including modification or replacement of any Kronos components on any boards supplied with the Equipment), unusual physical or electrical stress or causes other than normal and intended use;
- b) failure of Customer to provide and maintain a suitable installation environment, as specified in the published specifications for such Equipment; or
- c) malfunctions resulting from the use of badges or supplies not approved by Kronos.

EXCEPT AS WARRANTED IN THIS SECTION 10, KRONOS HEREBY DISCLAIMS ALL WARRANTIES, CONDITIONS, GUARANTIES AND REPRESENTATIONS RELATING TO THE SERVICES, EXPRESS AND IMPLIED, ORAL OR IN WRITING, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WHETHER OR NOT ARISING THROUGH A COURSE OF DEALING. THE SERVICES ARE NOT GUARANTEED TO BE ERROR-FREE OR UNINTERRUPTED. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, KRONOS MAKES NO WARRANTIES OR REPRESENTATIONS CONCERNING THE COMPATIBILITY OF SOFTWARE OR EQUIPMENT OR ANY RESULTS TO BE ACHIEVED THEREFROM. KRONOS PROVIDES NO WARRANTY FOR SUPPLIER HARDWARE OR SOFTWARE EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED ON AN ORDER FORM.

11.0 DATA SECURITY

11.1 As part of the Services, Kronos shall provide those administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer data as described in the Documentation. Customer acknowledges that such safeguards endeavor to mitigate security incidents, but such incidents may not be mitigated entirely or rendered harmless. Customer should consider any particular Kronos supplied security-related safeguard as just one tool to be used as part of Customer's overall security strategy and not a guarantee of security. Both parties agree to comply with all applicable privacy or data protection statutes, rules, or regulations governing the respective activities of the parties under the Agreement.

11.2 As between Customer and Kronos, all personally identifiable data contained in any applications or systems supplied by Kronos, or to which Kronos has access to under the Agreement ("Personally Identifiable Data") is Customer's Confidential Information and will remain the property of Customer. Customer represents that to the best of its knowledge such Personally Identifiable Data supplied to Kronos is accurate. Customer hereby consents to the use, processing and/or disclosure of Personally Identifiable Data by Kronos and its Suppliers wherever located only for the purposes described herein and only to the extent such use or processing is necessary for Kronos to carry out its duties and responsibilities under the Agreement or as required by law.

11.3 Prior to initiation of the Services under the Agreement and on an ongoing basis thereafter, Customer agrees to provide notice to Kronos of any extraordinary privacy or data protection statutes, rules, or regulations which are or become applicable to Customer's industry and which could be imposed on Kronos as a result of provision of the Services. Customer will ensure that: (a) the transfer to Kronos and storage of any Personally Identifiable Data by Kronos or its Supplier's data center, is permitted under applicable data protection laws and regulations; and, (b) Customer will obtain consents from individuals for such transfer and storage to the extent required under applicable laws and regulations.

11.4 Upon the cessation of the Services, Customer shall be afforded the opportunity to retrieve all Personally Identifiable Data in accordance with Section 1.5 above.

12. INDEMNIFICATION

12.1 If notified in writing of any action (and all prior related claims) brought against Customer based on a claim that the Services infringe or misappropriate any United States or Canadian copyright or patent, Kronos will indemnify and hold Customer harmless and defend such action at its sole cost and expense and pay all costs including reasonable attorney fees and damages resulting from such claim. Kronos will have sole control of the defense of any such action and all negotiations for its settlement or compromise. Customer will cooperate fully at Kronos' expense with Kronos in the defense, settlement or compromise of any such action. In the event that a final injunction is obtained against Customer's use of the Services by reason of infringement or misappropriation of a United States or Canadian copyright or patent, or if in

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Kronos' opinion, the Services are likely to become the subject of a successful claim of such infringement or misappropriation, Kronos, at Kronos' option and expense, will use commercially reasonable efforts to (a) procure for Customer the right to continue using the Services as provided in the Agreement, (b) replace or modify the Services so that they become non-infringing but remains substantively similar to the affected Services, and if neither (a) or (b) is commercially feasible, to (c) terminate the Agreement and the rights granted hereunder after provision of a refund to Customer of the set-up fees and Monthly Service Fees paid by Customer for the infringing elements of the Services covering the period of their unavailability.

12.2 Kronos shall have no liability to indemnify or defend Customer to the extent the alleged infringement is based on: (a) a modification of the Services by anyone other than Kronos; (b) use of the Services other than in accordance with the Documentation or as authorized by the Agreement; (c) use of the Services in conjunction with any data, equipment, service or software not provided by Kronos, where the Services would not otherwise itself be infringing or the subject of the claim; or (d) use of the Services by Customer other than in accordance with the terms of the Agreement. Notwithstanding the foregoing, with regard to infringement claims based upon software created or provided by a licensor to Kronos or Suppliers, Kronos' maximum liability will be to assign to Customer Kronos' or Supplier's recovery rights with respect to such infringement claims, (provided that Kronos and/or its Supplier shall use commercially reasonable efforts at Customer's cost to assist Customer in seeking such recovery from such licensor).

12.3 If notified in writing of any action (and all prior related claims) brought against Kronos or its Suppliers, Customer will indemnify and hold Kronos and its Suppliers harmless and defend such action at its sole cost and expense and pay all costs, including reasonable attorney's fees and damages, if the action is arising from or relating to: (a) Customer's use of the Services or that of its employees, agents or subcontractors or others who have access to the Services; (b) Customer's modification or combination of the Services with other services, software or equipment not furnished by Kronos, provided that such Customer modification and/or combination is the cause of such infringement and was not authorized by Kronos; or, (c) a claim that the Customer Content infringes in any manner any intellectual property right of any third party, or any of the Customer Content contains any material or information that is obscene, defamatory, libelous, or slanderous violates any person's right of publicity, privacy or personality, or has otherwise caused or resulted in any tort, injury, damage or harm to any other person. Customer will have sole control of the defense of any such action and all negotiations for its settlement or compromise. Kronos will cooperate fully at Customer's expense with Customer in the defense, settlement or compromise of any such action.

13. LIMITATION OF LIABILITY

13.1 EXCEPT AS SPECIFICALLY PROVIDED WITHIN THIS AGREEMENT, KRONOS AND ITS PARTY SUPPLIERS WILL NOT BE LIABLE FOR ANY INJURIES CAUSED BY THE USE OF THE SERVICES OR BY ANY ERRORS, DELAYS, INTERRUPTIONS IN TRANSMISSION, OR FAILURES OF THE SERVICES.

13.2 EXCEPT FOR KRONOS' INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 12 ABOVE, THE TOTAL AGGREGATE LIABILITY OF KRONOS OR ITS SUPPLIERS TO CUSTOMER AND/OR ANY THIRD PARTY IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO DIRECT DAMAGES PROVEN BY CUSTOMER, SUCH DIRECT DAMAGES NOT TO EXCEED AN AMOUNT EQUAL TO THE TOTAL NET PAYMENTS RECEIVED BY KRONOS FOR THE SERVICES IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE IN WHICH THE CLAIM ARISES.

13.3 IN NO EVENT SHALL KRONOS OR ITS SUPPLIERS, THEIR AFFILIATES, SERVICE PROVIDERS, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES, LOST DATA OR COST OF PROCUREMENT OF SUBSTITUTE SERVICES RESULTING FROM DELAYS, NONDELIVERIES, MISDELIVERIES OR SERVICES INTERRUPTION, HOWEVER CAUSED, ARISING FROM OR RELATED TO THE SERVICES OR THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED, WHETHER BREACH OF WARRANTY, INDEMNIFICATION, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, AND WHETHER LIABILITY IS ASSERTED IN CONTRACT, TORT OR OTHERWISE, AND REGARDLESS OF WHETHER KRONOS OR SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LIABILITY, LOSS OR DAMAGE.

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13.4 EXCEPT WITH RESPECT TO LIABILITY ARISING FROM KRONOS' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, KRONOS DISCLAIMS ANY AND ALL LIABILITY, INCLUDING SUCH LIABILITY RELATED TO A BREACH OF DATA SECURITY AND CONFIDENTIALITY OBLIGATIONS, RESULTING FROM ANY EXTERNALLY INTRODUCED HARMFUL PROGRAM (INCLUDING VIRUSES, TROJAN HORSES, AND WORMS), CUSTOMER'S CONTENT OR APPLICATIONS, THIRD PARTY UNAUTHORIZED ACCESS OF EQUIPMENT, SOFTWARE OR SYSTEMS, OR MACHINE ERROR.

14. CONFIDENTIAL INFORMATION

14.1 Each Party shall protect the Confidential Information of the other Party with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which such Party utilizes for its own information of similar character that it does not wish disclosed to the public. Neither Party shall disclose to third parties the other Party's Confidential Information, or use it for any purpose not explicitly set forth herein, without the prior written consent of the other Party. The obligation of confidentiality shall survive for two (2) years after the return of such Confidential Information to the disclosing party or two (2) years after the expiration or termination of the Agreement, whichever is later, as applicable.

14.2 Notwithstanding the foregoing, a party may disclose Confidential Information to the extent required: (a) to any consultants, contractors, and counsel who have a need to know in connection with the Agreement and have executed an equally protective non-disclosure agreement with the disclosing party, or (b) by operation of law, or by a court or governmental agency, or if necessary in any proceeding to establish rights or obligations under the Agreement; provided, the disclosing party shall, unless legally prohibited, provide the non-disclosing party with reasonable prior written notice sufficient to permit the non-disclosing party an opportunity to contest such disclosure. If a party commits, or threatens to commit, a breach of this Section, the other party shall have the right to seek injunctive relief from a court of competent jurisdiction.

14.3 This Agreement imposes no obligation upon either Party with respect to the other Party's Confidential Information which the receiving Party can establish by legally sufficient evidence: (a) is or becomes public knowledge through no breach of the Agreement by the receiving party, (b) is received by recipient from a third party not under a duty of confidence, or (c) is already known or is independently developed by the receiving party without use of the Confidential Information.

15. EXPORT

Customer understands that any export of the Equipment or Software or related documentation or information may require an export license and Customer assumes full responsibility for obtaining such license. Customer must obtain Kronos' prior written consent before exporting the Software or Equipment.

16. GENERAL

16.1 If Customer is located in the United States, this Agreement shall be governed by Massachusetts law; if Customer is located in Canada, this Agreement shall be governed by Ontario law. The parties waive the application of the United Nations Commission on International Trade Law and United Nations Convention on Contracts for the International Sale of Goods as to the interpretation or enforcement of the Agreement.

16.2 The invalidity or illegality of any provision of the Agreement shall not affect the validity of any other provision. The parties intend for the remaining unaffected provisions to remain in full force and effect.

16.3 Customer shall not assign the Agreement or the license to the Services without the prior written consent of Kronos and any purported assignment, without such consent, shall be void.

16.4 Neither party shall be liable for failures or delays in performance due to causes beyond its reasonable control, including war, strikes, lockouts, fire, flood, storm or other acts of God. Both parties agree to use their best efforts to minimize the effects of such failures or delays.

16.5 All notices given under the Agreement shall be in writing and sent postage pre-paid, if to Kronos, to the Kronos address on the Order Form, or if to Customer, to the billing address on the Order Form.

16.6 This Section Left Intentionally Blank.

16.7 The section headings herein are provided for convenience only and have no substantive effect on the construction of the Agreement.

16.8 The parties agree that if the Agreement is accepted by the parties and that acceptance is delivered via fax or electronically delivered via email or the internet it shall constitute a valid and enforceable agreement.

16.9 Use of the Service includes the ability to enter into agreements and/or to make transactions electronically. CUSTOMER ACKNOWLEDGES THAT WHEN IT INDICATES ACCEPTANCE OF AN AGREEMENT AND/OR TRANSACTION ELECTRONICALLY, THAT ACCEPTANCE WILL

Minutes, City of Southaven, Southaven, Mississippi

CONSTITUTE ITS LEGAL AGREEMENT AND INTENT TO BE BOUND BY AND TO PAY FOR SUCH AGREEMENTS AND TRANSACTIONS. THIS ACKNOWLEDGEMENT THAT CUSTOMER INTENDS TO BE BOUND BY SUCH ELECTRONIC ACCEPTANCE APPLIES TO ALL AGREEMENTS AND TRANSACTIONS CUSTOMER ENTERS INTO THROUGH THE SERVICE, SUCH AS ORDERS, CONTRACTS, STATEMENTS OF WORK, AND NOTICES OF CANCELLATION.

16.10 This Agreement and any information expressly incorporated by reference herein, together with the applicable Order Form, constitute the entire agreement between the parties for the Services described herein and supersede all prior or contemporaneous representations, negotiations, or other communications between the parties relating to the subject matter of the Agreement. This Agreement may be amended only in writing signed by authorized representatives of both parties. Customer understands and acknowledges that while Kronos may disclose to customers certain confidential information regarding general Service or product development direction, potential future Services, products and/or product enhancements under consideration, Customer is not entitled to any Services, products or product enhancements other than those contained on the Order Form. Customer has not relied on the availability of any future version of the Services (including software or equipment) identified on an Order Form, nor any other future product in executing the Agreement.

Minutes, City of Southaven, Southaven, Mississippi



ENGINEERS ARCHITECTS PLANNERS

September 30, 2014

Mr. Chris Wilson
City Administrator/CAO
City of Southaven MS
8710 Northwest Drive
Southaven, MS 38671

Re: Professional Services Contract Amendment #1 for
MEMA/FEMA Community Shelter
Southaven, MS 38671

A2H #10354

Dear Mr. Wilson:

We are pleased to provide this Professional Services Contract Amendment to the original AIA B-101-2007 contract dated January 8, 2014 for the City of Southaven – MEMA/FEMA Community Shelter. The original contract was for Phase I – Design Services. By way of this Contract Amendment to the original, we are enclosing our proposal for the additional professional services required for the successful completion of Phase II – Bidding and Construction Services for this project. All sections formerly shown as *Not Applicable – For Reference Only* are now applicable to the project. The terms and conditions in the original contract shall apply to this amendment as well.

I. It is our understanding that the following additional services will be provided:

- A. Bidding Phase Services as originally referenced in the AIA B-101-2007 contract dated January 8, 2014. A2H will assist the City of Southaven in bidding the project competitively to contractors per the details of the original contract in section 3.5.
- B. Construction Phase Services as originally referenced in the AIA B-101-2007 contract dated January 8, 2014. A2H will provide administration of the contract between the City of Southaven and the contractor per the details of the original contract in section 3.6.
- C. Sections 4.3.2, 4.3.3, and 4.3.4 in the AIA B-101-2007 contract dated January 8, 2014 now become applicable sections for Phase II services if required. Section 4.3.3 and 4.3.4 shall be amended to include the following:
 - i. 4.3.3.1 – One (1) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
 - ii. 4.3.3.2 – Fifteen (15) visits to the site by the Architect/Engineer over the duration of the Project during construction
 - iii. 4.3.3.3 – One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
 - iv. 4.3.3.4 – One (1) inspections for any portion of the Work to determine final completion

A2H, PLLC – Michael Wess, Principal Architect – Andrew Reynolds, Landscape Architect
1308 NORTH LAMAR BOULEVARD, SUITE 1 OXFORD, MS 38655 PHONE: 662.380.5018 FAX: 662.510.0598
WWW.A2H.COM

Minutes, City of Southaven, Southaven, Mississippi

- v. 4.3.4 – If the services covered by this Agreement have not been completed within Thirty-Six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services

II. Our proposed fee for the additional scope of services is as follows:

The original contract for Phase I – Design was based upon an estimated construction cost of \$2,155,255 with a Reimbursable Expense Allowance of \$2,000. It was our original understanding that A2H was to submit Phase I fees only. As part of a past projects with MEMA, we have split our fees as 70% for Design and 30% for Bidding & Construction at a fee of 8% for Architectural and Engineering services for the Building. Our original fee for Phase I – Design was based upon this calculation. Seventy percent of Eight percent of \$2,155,255 arrived at our fee of \$156,418. The reimbursable expense allowance was to be in addition to that fee.

At this time, we are asking to be compensated for Phase II – Bidding & Construction Lump. We are applying the same logic to this calculation for the remaining 30% of services for a typical project with MEMA. Our Lump Sum Fee for Phase II - Bidding and Construction is based upon an estimated construction cost of \$2,622,501 as provided by MEMA. The fee indicated below is based upon Thirty percent of Eight percent of \$2,622,501. The reimbursable expense allowance is to be in addition to that fee. The fee will be adjusted with the final cost of construction at the end of the project once the cost is known.

The City of Southaven shall be responsible for paying A2H's contractually agreed upon Fees below, withstanding MEMA and/or FEMA's approval of such Fees for reimbursement to the City of Southaven.

Phase II - Bidding Phase	\$ 10,490.00
Phase II - Construction Phase	\$ 52,450.00
Phase II - Reimbursable Expenses Allowance (Mileage, Printing, Plotting, Overnight Mailing Services)	\$ 2,000.00
Total Fee	\$ 64,940.00

Minutes, City of Southaven, Southaven, Mississippi

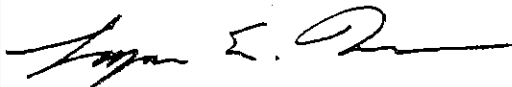
If this proposal satisfactorily set forth your understanding and the agreement between us, we would appreciate your signing the enclosed copy of this letter agreement in the space provided below.

This proposal will be open for acceptance until **October 10, 2014**. We certainly look forward to working with you on this project and thank you for giving us the opportunity to submit this proposal.

If you have any questions, please call at 901-372-0404.

Sincerely,

A2H, PLLC



Logan E. Meeks, P.E.
Partner – Vice President

AGENT FOR: CITY OF SOUTHAVEN MS

ACCEPTED BY: 

DATE: 10-9-14

TITLE: Mayor

Minutes, City of Southaven, Southaven, Mississippi

PROFESSIONAL SERVICES AGREEMENT – INSURANCE AGENT

This agreement is made and entered into for the period of January 1st 2015 through December 31st 2015 between the CITY OF SOUTHAVEN a municipality, hereinafter called "City" and HOLLAND INSURANCE, INC., hereinafter called "Servicing Agent".

The Servicing Agent agrees to provide the necessary local coordination and administration of all aspects of the City's employee benefit program as proposed and in a manner agreeable to the City.

The Servicing Agent will implement and administer the following products and services:

1. Group Health Insurance – Blue Cross Blue Shield of Mississippi
2. Dental Insurance – Humana Insurance Company
3. Group Life and Long Term Disability – CIGNA Healthcare
4. Vision Insurance - United Healthcare
5. COBRA Administration - Ceridian Benefit Services
6. Flexible Spending Accounts - Corporate Planning Network
7. Telemedicine – Dr. Connection Benefits

Additional services provided by the Servicing Agent will include:

1. Open enrollment meetings for the presentation and explanation of benefits to all employees.
2. Toll Free number for the purpose of responding to the questions or needs of enrolled employees regarding any aspect of their insurance.
3. Periodic claims report reviews with City Administrators at intervals agreeable to the City.

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

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

Minutes, City of Southaven, Southaven, Mississippi

Either party shall have the right to terminate this Agreement for convenience by providing ten (10) days written notice to the non-terminating party. Such notice may be delivered via e-mail.

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.

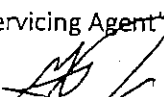
IN WITNESS WHEREOF, the parties hereto have made and executed this agreement this

7th day of Oct 2014.

CITY OF SOUTHAVEN

HOLLAND INSURANCE, INC.

"City"
By 

"Servicing Agent"
By 

Darren Musselwhite

Gerald Holland Jr.

Mayor

President

Minutes, City of Southaven, Southaven, Mississippi

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF SOUTHAVEN, MISSISSIPPI
AUTHORIZING THE CITY TO ACCEPT
DONATION FROM CHATEAU POINTE HOMEOWNER'S ASSOCIATION

WHEREAS, Chateau Pointe Homeowner's Association ("Chateau Pointe") has donated an OASE, Model 82741, 230 Volts, 2HP phase 1 Fountain Pump ("Pump") to the City of Southaven Parks Department, and

WHEREAS, the Mayor and Board of Aldermen are desirous of accepting the donation from Chateau Pointe; and

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

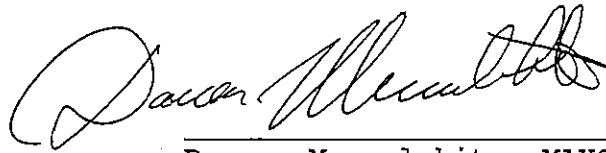
1. The donation of the Pump from Chateau Pointe to the City of Olive Southaven Parks Department, be, and the same is hereby approved and accepted.
2. The City shall inventory and label the Pump pursuant to Mississippi State law.

Alderman Brooks made the motion for the Resolution and Alderman Gallagher 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

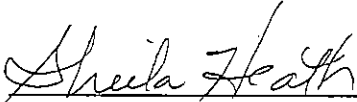
RESOLVED AND DONE, this 7th day of October, 2014.

Minutes, City of Southaven, Southaven, Mississippi



Darren Musselwhite, MAYOR

ATTEST:



CITY CLERK



Minutes, City of Southaven, Southaven, Mississippi

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI ADOPTING PROCURMENT CARD POLICY

WHEREAS, the City of Southaven ("City") pursuant to Mississippi Code Section 31-7-9(1)(b), the Mississippi Department of Finance, Office of Purchasing, Travel and Fleet Management has adopted purchasing regulations governing the use of procurement cards used by governing authorities municipalities; and

WHEREAS, the City desires to procure a procurement card to be utilized in accordance with the Mississippi Code and regulations promulgated by the Mississippi Department of Finance; and

WHEREAS, the procurement cards will assist the City with expenditures for small purchases of commodities, repairs or services which are bona fide needs of the City as the minimum policy and procedures established by the Office of Purchasing and Travel will be followed; 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 31-7-9(1)(b), the City Clerk is authorized to procure two (2) procurement cards for the Clerk's Office and City IT Department.

SECTION 2. The City hereby adopts the Procurement Card Regulations as set forth in Exhibit A to this Resolution.

SECTION 3. The use of the procurement card shall be done in complete and strict adherence to the regulations set forth by the Mississippi Department of Finance and all regulations attached hereto as Exhibit A.

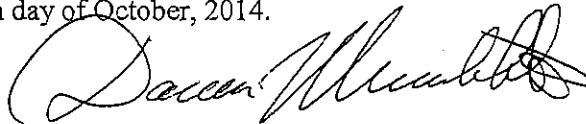
SECTION 4. On behalf of the City, the Mayor, the City Clerk or their designee are authorized to take all actions to effectuate the intent of this Resolution.

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

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

Minutes, City of Southaven, Southaven, Mississippi

RESOLVED AND DONE, this 7th day of October, 2014.



DARREN MUSSELWHITE, MAYOR

ATTEST:



CITY CLERK





City of Southaven Mississippi

Procurement Card Guidelines

September 2014

Minutes, City of Southaven, Southaven, Mississippi



Policy and Procedures for use of City Credit cards

These guidelines are a not in any way, the intent to bypass the purchasing laws.

The Cardholder shall:

- Assure that the items purchased are required for official City purposes.
- Assure that the prices paid are fair and reasonable.
- Notify the merchant that the purchase is being made in the name of the City of Southaven which is exempt from state and local taxes.
- Assure that a list of the items purchased are reviewed and confirmed by the cardholder
- Assure that all items are received (no back orders allowed).
- Assure that state contract items are purchased only from the state contract vendor at or below the state contract price.
- Assure that purchases are within the limits set by the city and available budget authority.
- Any form of travel related expenses **ARE NOT ALLOWED.**
- Cash advances **ARE NOT ALLOWED.**
- Upon receipt of the monthly statement, the cardholder shall review all charges to assure accuracy, complete applicable dispute

Minutes, City of Southaven, Southaven, Mississippi

documents, if needed, reconcile the statement with copies of receipts and order logs, approve and sign the statement.

- Forward the statement, copies of receipts, logs and disputed documents to the appropriate official within the City according to policy.
- Each Cardholder will be required to report lost or stolen cards as soon as the loss or theft is discovered.
- Cardholder will not purchase equipment or inventory items.
- The card holder should safeguard the procurement card and account numbers.
- The City of Southaven will not accept any liability or financial responsibility for city employees' charges that have been incorrectly authorized.

Minutes, City of Southaven, Southaven, Mississippi

Purpose of the Procurement Card

The following is a User's Guide for the City of Southaven Mississippi's Procurement Card. The Procurement Card is designed to provide a convenient and efficient method of purchasing commodities and/or services that are \$5,000 and below.

The Procurement Card replaces the traditional purchasing method of requisitions, purchase orders, invoicing, and check disbursement. The efficiencies and flexibility of the Procurement Card allow the city to better focus on the value-added aspects of their jobs. The savings from reduced paperwork and online processing can provide a direct benefit to the city.

The Procurement Card is especially efficient for the payment of small dollar, high volume, recurring purchases. The card gives the cardholder the ability to deal directly with the vendor in order to expedite delivery of goods and services. The card also provides a method of payment with widespread acceptance by merchants. The card may be used for purchases in person, over the phone, via fax, on the internet, or by mail.

This User's Guide will provide the user with policies and procedures necessary to remain in compliance with the Office of Purchasing policies, as well as, State Purchasing Law. Departments may establish stricter guidelines.

City Clerk is required to;

- have operating procedures and designated personnel to manage the program
- comply with state purchasing requirements; and

A. Program Coordinator Responsibilities

The City will designate a Procurement Card Program Coordinator to handle all communication with the Office of Purchasing and the contractor. Program Coordinator will also designate the appropriate individuals who will be responsible for review, verification and approval of the cardholder statements. The program coordinator will identify cardholders authorized to purchase on behalf of the City and will establish written internal procedures consistent with the State of

Minutes, City of Southaven, Southaven, Mississippi

Mississippi Procurement Card Guidelines. It is suggested that to assure compliance with state purchasing laws, the program coordinator officer and/or the approving official be employees of the purchasing department. The following are the minimum requirements:

- The program coordinator will collect and sign all cardholder agreement forms (maintain cardholder agreement forms on file).
- Approve and submit completed application(s) to the Office of Purchasing and Travel. The Office of Purchasing and Travel will submit applications to the contractor for processing.
- Ensure cardholder transaction logs and information are complete and accurate.
- The program coordinator will ensure that cardholders are within spending limits set by the city.
- The program coordinator is responsible for distribution of pertinent information to their agency staff.
- The program coordinator is strongly recommended to copy all documents for their file(s).
- Ensure cardholders have receipts/invoices for purchases made; if no receipt/invoice, the program coordinator should have cardholder complete Procurement Card Missing Document Affidavit Form.
- The program coordinator should ensure that card users are trained on proper policy and procedures set by the agency and the program coordinator should conduct a training session wherein the individual employees are provided with information concerning the procurement card program, as well as, state purchasing laws.
- The contractor will send all cards (procurement card(s)) to the program coordinator that will be responsible for distribution at the city level.

B. The City Program Coordinator shall:

1. Review statements and applicable documents to assure that only proper purchases have been made and that the statement accurately reflects the charges indicated on the receipts, logs, and disputed documents. If correct, the program coordinator will approve the statements for payment and process to the accounts payable office to ensure that it will arrive at the Bureau of Financial Control within ten (10) days of when statement was received.
2. Submit disputed documents to the contractor for review and submit copies to the city's accounting office.

The agency accounting office will reconcile all statements against the master statement and submit a requisition for a single warrant to be paid. The requisition will indicate a request for payment for procurement card purchases and will use

Minutes, City of Southaven, Southaven, Mississippi

object codes listed in the MAAP Manual. For those object codes requiring a purchase order, use the following object codes: "Procurement Card/Contractual," 61800, "Procurement Card/Commodity," 62800 and/or "Procurement Card/Food for Business Meetings," 62475.

It is required that the agency maintain a file with the statements and all applicable receipts and dispute documents.

The cardholder shall sign a statement verifying that he/she has read these minimum requirements and any additional policies established by agency and that it is understood **he/she will be personally liable for any purchase that is made which is not in compliance with these procedures;** and in addition to being responsible for any such charges, the cardholder may lose privilege of using the procurement card.

The City program coordinator shall sign a statement verifying that he/she has read these minimum requirements and that it is understood he/she may be held jointly liable for any purchase that is approved by the program coordinator that is not in compliance with these procedures, in addition to being responsible for any such charges, the agency may lose the privilege of using the procurement card program.

C. Security Issues

Departments that are issued procurement cards for office use should have the program coordinator keep the procurement card(s) in a secure location, such as, a locked file cabinet or office safe, etc. Require users to sign the procurement card out and in after each use.

Cardholders should be instructed not to carry the procurement card on personal vacations, weekends and/or holidays. The cardholder should keep the procurement card separate from personal credit cards. Departments should have the program coordinator double check receipts/invoices against monthly statements.

City should establish controls and limitations for the use of the procurement card. City should make sure that policies and procedures are established, set projected expenditures, and pre-set limitations for each procurement card that is issued based on individual agency needs.

D. Liability

The City of Southaven will not accept any liability or financial responsibility for city employees' charges that have been incorrectly authorized and:

1. Exceed any of the limits specified to the contractor by a cardholder's agency.
2. Violate any of the Merchant Category Codes (MCC) restrictions specified to the contractor by a cardholder's agency.

Minutes, City of Southaven, Southaven, Mississippi

E. Getting Started

The city should review the following and submit appropriate completed forms to the Office of Purchasing and Travel.

- **Define Documentation and process for Procurement Card**

Executives of participating departments should create stricter policies, procedures and guidelines for use of the procurement card if necessary.

- **Prepare a filing system**

The filing system can accommodate monthly statements, supporting documentation, copies of cardholder agreements and applications, etc.

- **Designate a Program Coordinator Administrator**

The Program Coordinator will be the liaison that contacts the Office of Purchasing for changes to cardholder's information, etc. and this individual will be responsible for confidentiality of cardholder account information.

- **Complete Agency Billing Account Setup Form**

This form is for first time agency use of the procurement card program and this form should be completed with the agency information for billing purposes.

- **Complete Program Coordinator Setup/Maintenance Form**

This form allows the Program Coordinator to contact the designated Client Account Manager, as well as, gather other needed information. This form can also be completed to replace an existing PC (Program Coordinator) due to resignation, change in employment, etc.

- **Complete Purchase Card Setup Form**

The commercial purchase card setup form is used for requesting a new purchase card(s) for individual(s) that will be using the procurement card.

- **Complete Cardholder Agreement Form**

The cardholder agreement form is to be completed by the cardholder. The cardholder shall sign the statement attached stating that he/she has read and understands the minimum requirements and any additional policies or procedures. A copy of this form should be kept on file with the PC (Program Coordinator) and the original sent to the Office of Purchasing and Travel.

- **Complete MS Governing Authority Authorized Users Form**

This form should be completed by city only along with the other forms listed above.

- **Blocked MCC Codes**

For cards that are blocked while at point of sale, contact the Office of Purchasing and Travel or dial 1-888-494-5141.

Minutes, City of Southaven, Southaven, Mississippi

II. Obtaining Your Procurement Card

There will be two Procurement Cards issued at this time. The City Clerk and the IT/Communications Director.

In order to obtain a Procurement Card an employee must complete the Cardholder Application/Agreement found on the Office of Purchasing and Travel website. The application must be filled out completely and signed by the Cardholder, as well as, the Program Coordinator.

Upon completion, the Program Coordinator will forward the application to the Office of Purchasing and Travel.

For first-time Cardholders, a mandatory training session with your program coordinator is required for activation of your card.

Procurement Cards will automatically renew upon expiration unless the Office of Purchasing and Travel is advised otherwise from the city

A. Cardholder Responsibilities

The following are the minimum requirements:

- The cardholder should only use the procurement card for proper purchases as outlined in this manual.

- The cardholder should safeguard the procurement card and account number.

- Individual procurement cards may only be used by the named cardholder.

Only agency cards may be used by more than one person.

- The cardholder should not loan procurement card to anyone.

- The cardholder should ensure that the procurement card is kept in an accessible secure location.

- The cardholder should not post account number of the procurement card.

- The cardholder shall read and sign the cardholder agreement stating that he/she has read and understands the minimum requirements and any additional policies or procedures.

- The cardholder should obtain an itemized receipt/invoice for each purchase. (If receipt/invoice cannot be obtained, complete a Procurement Card Missing

Document Affidavit Form).Page 6 State Procurement Card Guidelines 10/28/2013

Minutes, City of Southaven, Southaven, Mississippi

B. Minimum Requirements

The following are the minimum requirements for use of the Procurement Card Program.

The Cardholder(s) shall:

1. Assure that the item(s) purchased are required for official government purposes.
2. Assure that the prices paid are fair and reasonable.
3. Notify the merchant that the purchase is being made in the name of a government entity which is exempt from state and local taxes.
4. Assure that a list of the items purchased (either in the form of a detailed sales receipt or an order description) is reviewed and confirmed by the cardholder.
5. Assure that all items are received (no back orders allowed).
6. Assure that state contract items are purchased only from the state contract vendor at or below the state contract price.
7. Assure that purchases are within the limits set by the individual agency and available budget authority.
8. Any form of travel related expenses is not allowed.
9. Cash advances are not allowed.
10. Upon receipt of the monthly statement, the cardholder shall review all charges to assure accuracy, complete applicable dispute documents, if needed, reconcile the statement with copies of receipts and order logs, approve and sign the statement.
11. Forward the statement, copies of receipts, logs and disputed documents to the appropriate official within the agency according to agency policy. This should be done within one day after receipt of the statement.
12. Each cardholder will be required to report lost or stolen cards as soon as the loss or theft is discovered.

III. Credit Limits

The Program Coordinator may request an initial monthly credit limit of \$5,000, \$10,000, \$20,000, or \$30,000, based on the Agency's monthly spending needs

Minutes, City of Southaven, Southaven, Mississippi

Please contact the City Clerk for changes on the spending limit amounts. There is a single transaction limit of \$5,000 on all State of Mississippi Procurement Cards.

The daily credit limit will be equal to the monthly credit limit. Any requests for a different monthly and daily credit limit must be approved by Mayor's Office and City Clerk.

The Program Coordinator or his/her designee may increase or decrease card limits. For credit limit increases or decreases, the City Program Coordinator must submit request in writing by email to the Office of the City Clerk. The Program Administrator will respond to the request and make the necessary changes.

IV. Food Charges on the Procurement Card

Food purchases for business meetings may be purchased on the Procurement Card. The Procurement Card Program has been expanded to allow food purchases for business meetings provided the following requirements are met:

- The purchase of food must serve a legitimate business purpose.
- More than one person must be present for the purchase of food.
- No alcohol may be purchased.
- Any gratuity over 20% requires a written justification.

Food may be purchased in restaurants, grocery stores or any location that food is sold. The food may be purchased for pick-up, delivery or dine-in. Account Code 62475 should be used for agencies using Statewide Automated Accounting System (SAAS).

ALL food purchases on the Procurement Card require an "Office of Purchasing and Travel Food Purchase Form," to be completed. If food is purchased for a business meeting or an event, the MEETING/EVENT box should be checked and the remainder of the form completed. If the food is purchased for a meeting, attach the meeting's agenda to the back of the form. If the food is purchased for the agency rather than for a business meeting or an event (i.e. bulk food), check the BULK FOOD PURCHASE box and complete only the "Purpose" section of the form. This form is located on the Office of Purchasing and Travel website.

Food may not be purchased by an individual while traveling. These charges must go through the respective Travel Departments

Minutes, City of Southaven, Southaven, Mississippi

Food may be purchased through a caterer as long as the caterer is incorporated, LLC-C corporation, or a LLC-S corporation. The Office of Purchasing and Travel Procurement Card is not 1099 reportable, thus only certain types of businesses are eligible for catering. It is the Agency's responsibility to determine if a business is incorporated, LLC-C corporation, or a LLC-S corporation.

V. Hotel Charges on the Procurement Card

The City of Southaven Procurement Card may be used for payment of hotel charges for visitors of the City. This may include guests, speakers, visitors and potential job applicants. This charge is only allowable when the guest is visiting the City of Southaven Mississippi.

The Procurement Card may **not** be used to pay for hotel charges of the City of Southaven employees. City employees must make arrangements to pay their hotel charges through the respective Travel Department. Do **not** give the Procurement Card number to a hotel to reserve a room for a State of Mississippi employee. It has been our experience that many times the hotel will go ahead and charge the room to the card. If this happens, the Procurement Card Account must be reimbursed by the cardholder.

A Hotel Charges Form for visitors must be completed with two signatures and attached to the receipt for each hotel charge. The hotel charges form is located on the Office of Purchasing and Travel website.

VI. Contractual Services

The Procurement Card may be used for the payment of Contractual Services with one requirement. A business must be incorporated, LLC-C corporation, or a LLC-S corporation for use of the Procurement Card when paying for Contractual Services. The Procurement Card is not set up to be 1099 reportable to an individual, partnership or LLC-Partnership.

It will be the responsibility of the cardholder to determine the business structure when paying for a service. If the business structure is not specified on the receipt, please attach a document to the receipt identifying the business structure.

Please do not give your card number to a business for a recurring monthly charge. You may use your card for payment of these services as long as you are invoiced and have control over the payment process. We do not want anyone to have the ability to charge our card monthly without prior knowledge.

VII. State Contract Items

The Procurement Card may be used for the purchase of State Contract Items. Equipment that is listed for purchases on state contract **is not allowed**.

Minutes, City of Southaven, Southaven, Mississippi

VIII. Equipment Procurement Card (Non-SAAS Users)

Those agencies not using SAAS can set up their own guidelines for Equipment Purchases. The State recommends setting up a separate card for these purchases that indicates equipment somewhere on the card. You should also develop guidelines/procedures to add to state inventory. A copy of these procedures should be sent to the Office of Purchasing and Travel.

Governing authorities should follow the requirements above and must seek board approval with a copy sent to the Office of Purchasing and Travel.

If equipment is inadvertently purchased on the procurement card by a SAAS agency, the Program Coordinator must complete the Equipment Form, obtain the cardholder's signature and submit to the Office of Purchasing and Travel. A copy of this form must be attached to the payment voucher and the correct equipment capital outlay object code should be used on the payment voucher. The cardholder should be informed that equipment purchases will not be allowed in the future. The Office of Purchasing and Travel will monitor these purchases and reserves the right to terminate the user's card.

IX. Sign-In/Sign-Out Instructions

A Sign-In/Sign-Out form is used when you have a department card in your agency that is checked out periodically by several users. Each agency with this type of card should develop procedures for handling of such card.

X. Declined Transactions

In the event that your transaction is declined, please access your card statement or on-line statement for an explanation of the denial. The most common reasons for the card to be declined include:

- Monthly spending limit exceeded
- Incorrect expiration date
- Incorrect card number
- Restricted vendor
- Single transaction limit exceeded
- Incorrect MCC code
- Blocked MCC code

If you are unable to determine the cause of the card being declined, contact the Program Coordinator and if they are unable to correct the issue, they will contact the Program Administrator in the Office of Purchasing. For cards that are blocked while at point of sale, the Program Coordinator must contact the Program Administrator.

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XI. Prohibited Purchases

The following purchases are prohibited with the Procurement Card:

- Travel related expenses
- Contractual Services to an Individual, Sole Proprietor, Partnership or LLC

Partnership

- Cash Advances
- Radioactive, Explosive or other Hazardous material
- Items for personal use
- Alcoholic beverages
- Gifts
- Items on back order
- State Taxes
- Entertainment

All cardholder is required to maintain a complete and current inventory list of each property item which costs \$1000 or more unless the items purchased fall within the groups listed below. These items will be required as equipment, regardless of their purchase value.

- Weapons
- Two-way radio equipment
- Lawn Maintenance Equipment
- Cellular telephones
- Chain Saws
- Air compressors
- Welding machines
- Generators
- Motorized vehicles
- Camera and Camera Equipment (greater than \$250)
- Televisions (greater than \$250)
- Computer and Computer equipment (greater than \$250)

XII. Exceptions

This User's Guide provides a thorough set of guidelines for proper use of the City of Southaven Procurement Card. It is understood, however, that there might be cases when the use of the Procurement Card may be expanded outside of normal policy.

All requests for exceptions to the Policies and Procedures set forth in this guide must be submitted in writing to the City Clerks Office. In the event of an emergency, a request may be made over the telephone.

Minutes, City of Southaven, Southaven, Mississippi

The Office of Purchasing and Travel will then review the request and notify the requestor of the approval or denial of the request. Please keep all copies of all documents related to the request for audit review.

XIII. Lost or Stolen Cards

Each cardholder will be required to report lost or stolen cards, as soon as, the loss or theft is discovered. Contact the bank immediately at 1-800-821-5184. The cardholder should contact their program coordinator. The contractor will mail replacement cards within 48 hours after receiving the report of a lost or stolen card. The contractor will be required to send written notification to the cardholder's agency and/or the Office of Purchasing within 48 hours after receiving the report of a lost or stolen card. A written report indicating the individual cardholder's name, department and date of loss or lost or stolen card must be sent to the Office of Purchasing.

XIV. Taxes

Per Section 27-65-105(a) of the Mississippi Code of 1972, Annotated, state agencies are exempt from state sales tax. This section provides that sales of tangible personal property or services made to the United State Government, the State of Mississippi and its departments, institutions, counties and municipalities or departments or school districts of said counties and municipalities are exempt from sales taxes. As a prerequisite to exemption, the sale of property or charge for services must be sold directly to, billed directly to and paid for directly by the exempt entity. Invoices and/or receipts should be reviewed to ensure that the vendor did not charge sales tax.

This exemption does not apply to sales of tangible personal property or services to contractors purchased in the performance of contracts with the exempt entity, nor the employees of the exempt entity, although the contractor or employee may be reimbursed for the expense by the exempt entity. The exemption also does not apply to Production Taxes nor Contractors Taxes levied by Sections 27-65-15 and 27-65-21, Mississippi Code of 1972.

XV. Billing

At the end of each cycle, the contractor will submit a statement to each approving official including statements of individual cardholders and also, shall submit a consolidated report to the cities accounting office (A/P). The approving official will distribute the individual cardholder statements for review and verification. The approving official will forward the approved statements to the accounting office for payment. There is no purchase order required for these transactions. All

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records, including a copy of the master statement and original individual statements, logs, etc., related to the program must be maintained at the City Clerks Office and available upon request for audit purposes.

A. Interest

If payment for undisputed amounts is not mailed or otherwise delivered within 45 days after receipt of the statement, the public body shall be liable to the contractor in addition to the amount of the undisputed amounts shown on the invoice for interest at a rate of one and one-half percent (1-1/2%) per month or portion thereof until such time as the payment is mailed or otherwise delivered to the contractor.

B. Balances on Accounts

In accordance with Section 10.112.01, Mississippi Procurement Manual, balances on credit cards shall be paid at the receipt of the monthly statement, once statements have been reconciled for accuracy. Balances on credit cards shall not be carried over to the next month except on disputed claims and only for the disputed amounts.

XVI. Procedures for Processing Statements for SAAS Users:

The object codes in the MAAP Manual should be used when processing purchases. Use the following object codes when the MAAP Manual requires a purchase order:

- Procurement Card/Contractual Purchases 61800
- Procurement Card/Commodity Purchases 62800
- Procurement Card/Food for Business Meetings 62475

The procurement card statement with proper documentation should be attached to SAAS payment voucher and forwarded to the Bureau of Financial Control within 10 working days of receiving statement.

The Program Coordinator should be auditing statements and invoices to ensure prohibited purchases are not submitted to Bureau of Financial Control. Some examples are listed below:

- Split orders – splitting invoice to circumvent the purchasing laws
- ~~Split orders~~
- Back orders
- Travel related expenses
- Entertainment
- Equipment
- Proper documentation – food form, itemized invoice, original list of attendees signatures for business meetings, agenda (must include date and time on the agenda), other requirement not mentioned in this section required by Procurement Card Guidelines or by Bureau of Financial Control

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Any questions relating to payment voucher processing/supporting documentation should be directed to the City Clerk.

XVII. Audit Policies and Procedures

All City of Southaven/State of Mississippi Procurement Cards will be audited. These audits will take place by your Purchasing Card Coordinator and randomly by the Office of Purchasing and Travel, Bureau of Financial Control, and Office of State Auditor. When it is time for your scheduled audit, you will receive the following email from the Office of Purchasing and Travel:

It is time for the Office of Purchasing and Travel or Bureau of Financial Control to conduct a periodic audit of your procurement card purchases. It would like to schedule the audit, which will take about 30 – 45 minutes, on at . Please confirm that this date is okay. Auditing period will be from the billing period to .

Transactions may be audited to verify, but not limited to, the following:

- ☐ All single purchase transactions
- ☐ The Procurement Card is being used for appropriate purchases
 - Itemized receipts/invoices and/or Procurement Card Missing Document Affidavit Form is attached with monthly statement(s).
- ☐ No sales tax is being charged
- ☐ Documentation is complete (itemized receipts and statements are accounted for)
 - Splitting Orders (Orders should not be split to circumvent spending restrictions)
 - Any cardholder that reconciles statements must have supervisor verify process for accuracy and accountability.

Mississippi Office of the State Auditor website: <http://www.osa.state.ms.us>

The Procurement Card Audit Checklist is a tool that can be used by an agency for self audits to ensure that the procurement card is being used for appropriate purchases. The checklist will aide and prepare a department for when there is an audit performed by the Mississippi Office of the State Auditor. The Procurement Card Audit Checklist is located in the Forms Section of these guidelines. **This checklist is an example and can be modified to meet any city guidelines.**

Ensuring that the audit go smoothly;

- a. Itemized receipts are behind or attached to the bank statements in the order that they appear on the statement (small receipts should be taped individually to an 8x11 sheet of paper).
- b. No State of Mississippi sales tax is charged on any receipts. If tax is charged get a credit for the charge.
- c. Any food purchase has proper documentation required in Section IV. Food

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Charges.

d. Make sure the statements are initialed by the reconciler, as well as, the reviewer.

The Office of Purchasing will either perform the audit on-site or will pick up the information and perform the audit at their offices.

Please make copies of records at the end of each month. This will help ensure things run much more efficiently when it is time for an audit. The Office of Purchasing will audit transactions and issue a preliminary audit report usually within a week. The Office of Purchasing and Travel will give an agency two weeks to resolve any areas of non-compliance and copies of the correction must be sent to the Office of Purchasing. The Office of Purchasing will then send a final audit report in which a copy will be provided to the Cities Mayor and Board of Alderman.

Depending on the results of the audit, there are several possible actions. If the Office of Purchasing and Travel feel it necessary, training will be conducted by this office to bring the cardholder in for further training. If the violations warrant closing the card, this will be the action taken. Obviously in the case of fraud, the Office of Purchasing will forward the information to the Office of the State Auditor.

Areas of special emphasis to Internal Audit are dual signatures on the statement, the storage of the card in a secure location, and a sign in/sign out sheet for cards used by multiple people.

Definition: A split purchase is a purchase where a cardholder intentionally divides what should be a single purchase into two or more separate purchases on one or more occasions to avoid exceeding their single-purchase limit.

Split purchases should not be made. The cardholder should be aware when a purchase will exceed the single-purchase limit. (Basically, before a purchase is made from a vendor and you are aware that the purchase will exceed your single-purchase limit, do not use the procurement card to pay for that purchase.)

Purchases over \$5,000 must be on a purchase order and requires two written quotes.

XVIII. Questions or Assistance

Please feel free to contact the Office of the City Clerk with any questions, problems, inquiries, etc., regarding your Procurement Card. You may contact the Procurement Card Administrator by either phone or email at ProcurementCard@dfa.ms.gov

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For cards that are blocked while at point of sale, contact the Office of Purchasing and Travel or by dialing 1-888-494-5141.

XIX. Emergency Use

Some agencies have elected to obtain procurement cards earmarked for "emergencies" only. However, the regular Procurement Card may be used during emergency conditions as well. The Procurement Card or Emergency Procurement Card may be used to purchase items in emergency conditions as defined in Section 3.110 of the Procurement Manual. An Emergency or Regular Procurement Card should be used **only** when the Mayor or the President has declared an emergency or as deemed by state statute.

The Program Coordinator must submit a request in writing via email to the Program Administrator in OPT to open an emergency card. The request must consist of a copy of the declaration/proclamation declaring the emergency, the reason for the emergency purchase, agency name, cardholder's complete name, last six digits of the account, and the length of time the card will need to be opened. If there is a need for the card to be opened for a period longer than initially requested, the Program Coordinator must submit a request in writing to the Program Administrator. The request may be submitted via email indicating the length of time the card will need to be opened.

The Procurement Card or Emergency Procurement card in accordance with Section 3.110.03 of the Procurement Manual shall be used to purchase **only** items limited to supplies, services or construction items necessary to meet the emergency.

In addition to the above requirements, OPT requests that the Program Coordinator prior to payment of the invoice submit copies of the statement and receipts to the Program Administrator for review. Since OPT is responsible for the administration of the program, this request is being made to ensure from a management perspective that the items purchased are in line with the Procurement Card Program Guidelines.

XX. Miscellaneous

The Procurement Card may be used for the following:

Conference Registrations

Memberships

Software, provided you are not signing a Licensing Agreement

Auto Rentals regardless of the provider (not while in Travel Status)

Freight/Shipping Charges

Postage/Post Office Box Rental

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Subscriptions/Publications Reprints
Advertising
Space Rental at Conferences/Conventions

Contact the Office of Purchasing and Travel for exceptions that may not be listed above. The Office of Purchasing and Travel in conjunction with the Bureau of Financial Control will determine if the exception will be considered and including it in the list above.

Minutes, City of Southaven, Southaven, Mississippi

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF SOUTHAVEN, MISSISSIPPI
AUTHORIZING THE MAYOR TO SIGN
CHANGE ORDER NO. 1 FOR THE HURRICANE CREEK
PHASE III SEWER PROJECT

WHEREAS, the City of Southaven ("City"), pursuant to Mississippi Code Section 31-7-13, previously solicited bids for the Hurricane Creek Phase III Sewer Project ("Project") whereby Argo Construction Corporation ("Argo") was the lowest and best bid; and

WHEREAS, it has been recommended by the City Engineers and Project consulting engineers to allow for an open trench in lieu of a directional boar for the Project at one location for the Project and a directional boar in lieu of an open trench for the Project at a different location, with such details and cost being set forth in Exhibit A; and

WHEREAS, it has been recommended by the City Engineers and Project consulting engineers to allow for adjustments to be made in the materials needed for the Project as more fully set forth in Exhibit A; and

WHEREAS, based on the recommendation of the respective engineers, the City desires to proceed with the suggested changes as set forth above and in more detail in Exhibit A and pursuant to Mississippi Code 31-7-13(g) finds that the Change Order No. 1 for the Project is necessary and better serves the purpose of the City and the change order will be done in a commercially reasonable manner and is not being done to circumvent the public purchasing statutes; and

NOW, THEREFORE, BE IT ORDERED by the Board of Aldermen of the City, to wit:

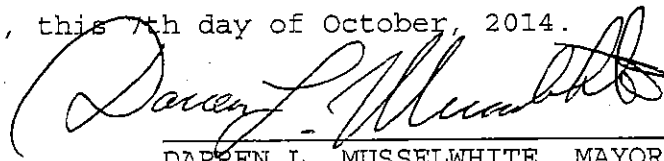
1. Pursuant to Mississippi Code 31-7-13(g), the Change Order No. 1 for the Project is not a new undertaking or outside the original scope of the contract and is commercially reasonable and not being done to circumvent the public purchasing statutes, the City Board approves the Change Order in the amount of \$6,747.19
2. The Mayor is authorized to take all actions to effectuate the intent of this Board Order.

Minutes, City of Southaven, Southaven, Mississippi

Following a reading of the foregoing resolution, Aldermen Payne made the motion and Alderman Beshears 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

ORDERED AND DONE, this 7th day of October, 2014.



DARREN L. MUSSELWHITE, MAYOR

ATTEST:


CITY CLERK

Minutes, City of Southaven, Southaven, Mississippi



engineers
planners
surveyors
environmental
scientists
landscape
architects

September 9, 2014
N-S Project No. 6.5146.063

Mr. Dan Cordell, PE, PS
Civil-Link, LLC
5779 Getwell Road, Bldg. B
Southaven, MS 38672

RE: **Change Order No. 1 – Summary Letter**
Hurricane Creek Sewer Project – Phase 3
Trinity Lakes and Airways Road Pump Stations & Sewer Mains
and Trinity Lakes WWTF Abandonment
MDEQ SRF-C280910-01 (Contract #4)

Dear Mr. Cordell:

As you will recall from our recent meetings in dealing with Argo Construction Corporation's (Contractor) request for changes on the above referenced project, the primary reasoning for this request is the 12" ductile iron pipe (DIP) force main's alignment conflict with major landscaping and water main clearances along Highway 51. The following paragraphs provide further detailed summary to the circumstances leading to the required changes, as set forth in the enclosed Change Order No. 1 documents.

After our first meeting with the Contractor it became apparent that the cost to replace the existing established landscaping and irrigation network, in front of Helen of Troy, would be much greater than originally estimated. The option to directionally bore the 12" DIP an approximate distance of 500 linear feet and do away with this landscaping replacement cost, was agreed upon by all parties. Once I reviewed all the necessary requested cost-breakdown information from the Contractor, the revised costs are reflected in an overall credit through a unit cost adjustment, credit for difference in open-trench versus directional bore costs, and an added DIP directional bore pay item. Along with a credit for not using limestone bedding along the open trench portions of DIP, this part of Change Order No. 1 totals a decrease in the amount of (\$6,200.22).

The next part of this change request deals with an alignment conflict with an existing water main, owned and maintained by the Horn Lake Water Association that was installed sometime between the of project design approval and bidding. After pot-holing for the existing utilities, the Contractor found that the newly laid water main was laid in-line with the proposed alignment for the 12" DIP force main. Therefore, the force main alignment had to be shifted east, inside the permanent utility easement, to an offset of 3 feet from the outside line. With this required alignment shift, the proposed 12" DIP force main now finds itself aligned through more

G:\Projects\5000\51-16.063 Hurricane Creek Trinity Lakes\Correspondence\Argo Const\Change Order 1\C.O. #1 Summary ltr to Dan_8-29-14.doc

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

Minutes, City of Southaven, Southaven, Mississippi

landscaping and irrigation islands installed less than 6 months ago for the newly constructed Hillwood warehouse. In order to deal with these new obstacles, the Contractor has requested that approximately 375 linear feet be changed from open trench to directional bore. This part of Change Order No. 1 totals an increase in the amount of \$20,118.75.

The third part of this change deals with an increase in the quantity of open trench 12" DIP force main required, connecting the existing inactive 12" DIP force main to an existing manhole on the Hurricane Creek Gravity Interceptor. A distance originally understood to be less than 60 linear feet has been confirmed by the Contractor, through pot-holing, to be approximately 158 linear feet. In order to bridge this gap an additional 98 linear feet of 12" DIP will need to be added to the project. This quantity will be added to the new pay item #10.2, which includes an updated unit cost minus the limestone bedding. This part of Change Order No. 1 totals an increase in the amount of \$6,778.66.

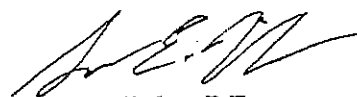
The final part of this change consists of miscellaneous quantity decreases in other pay items that have been found, since the start of construction, to have higher quantities than needed. This part of Change Order No. 1 totals a decrease in the amount of (\$13,950.00).

The cumulative value of all the parts of this change request totals an increase of \$6,747.19, increasing the original contract bid amount from \$1,525,313.00 to \$1,532,060.19. At this time, no additional construction time has been requested by the Contractor, through this change request.

If you have any questions concerning this matter, please do not hesitate to contact our office.

Sincerely,

NEEL-SCHAFFER, INC.



Sean E. Hilsdon, P.E.
Project Manager

/seh

Enclosures (Change Order No. 1 documents)

cc: Renee Havens, City of Southaven Eng. dept. (via email)
Ray Humphrey, City of Southaven Utility dept. (via email)

Minutes, City of Southaven, Southaven, Mississippi

NPELF22
9/22/2004

CONTRACT CHANGE ORDER

OWNER: <u>City of Southaven</u>				
CONTRACTOR: <u>Argo Construction Corporation</u>				
DATE: <u>08/29/2014</u> LOAN NUMBER: <u>SRF-C280 910-01</u>				
CHANGE ORDER NUMBER: <u>1</u> CONTRACT NUMBER: <u>4</u>				
PROJECT NAME <u>Hurricane Creek Sewer Project - Phase 3</u>				
REASON FOR CHANGE: <u>12"DIP force main adjustment due to exist. utility conflicts;</u> <u>DIP bore added; quantity decreases and contractor credits.</u>				
THE CONTRACTOR IS HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS (USE ADDITIONAL SHEETS IF REQUIRED):				
ITEM NO.	DESCRIPTION OF CHANGE(S) (QUANTITIES, ETC.)	UNIT COST	TOTAL CONTRACT	TOTAL ELIGIBLE COST
	SEE ATTACHMENT			
			TOTAL	TOTAL ELIGIBLE
ORIGINAL CONTRACT AMOUNT:			\$1,525,313.00	\$1,525,313.00
CURRENT CONTRACT AMOUNT:			\$1,525,313.00	\$1,525,313.00
THIS CONTRACT CHANGE:			(+)\$ 6,747.19	(+)\$ 6,747.19
REVISED CONTRACT AMOUNT:			\$1,532,060.19	\$1,532,060.19
CURRENT CONTRACT COMPLETION DATE:			03/25/2015	03/25/2015
TIME EXTENSION REQUIRED BY CHANGE:			n/a	n/a
REVISED CONTRACT COMPLETION DATE:			n/a	n/a
THIS CONTRACT CHANGE ORDER SHALL BECOME AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT WILL APPLY.				
RECOMMENDED BY: <u>[Signature]</u>		9-9-14		
ENGINEER (Signature)		DATE		
ACCEPTED BY: <u>[Signature]</u>		9/9/14		
CONTRACTOR (Signature)		DATE		
APPROVED BY: <u>[Signature]</u>		10-9-14		
OWNER (Signature)		DATE		

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Change Order No. 1 - Detail Attachment

Pay items with Quantity Decreases (as shown below):

Pay Item	Description / Units	Quantity (decreased)	Unit	Unit Cost	=	Cost
8.0	300# Rock Riprap w/ geotextile fabric	-200	Ton	\$ 45.00	= \$	(9,000.00)
10.0	Force Main, 12" D.I.P. (open-trench)	-875	L.F.	\$ 71.00	= \$	(62,125.00)
19.1	Existing 12" D.I.P. Force Main Repair	-0.7	Each	\$ 3,500.00	= \$	(2,450.00)
19.2	Existing 6" PVC Force Main Repair	-1	Each	\$ 2,500.00	= \$	(2,500.00)
SUBTOTAL - DECREASED						\$ (76,075.00)

Pay Items Added (as shown below):

Pay Item	Description / Units	Quantity (added)	Unit	Unit Cost	=	Cost
10.2	Force Main, 12" D.I.P. (open-trench w/o limestone bedding cost)	98	L.F.	\$ 69.17	= \$	6,778.66
27.0	Force Main, 12" D.I.P. (Horizontal Directional Drill)	875	L.F.	\$ 124.65	= \$	109,068.75
25.0	Credit - no limestone bedding for bid length of open-trench D.I.P.	1	L.S.	\$ (8,524.14)	= \$	(8,524.14)
29.0	Credit - directional bore in lieu of open trench, 12" D.I.P. force main	1	L.S.	\$ (24,501.08)	= \$	(24,501.08)
SUBTOTAL - INCREASED						\$ 82,822.19

TOTAL CONTRACT CHANGE					=	\$ 6,747.19
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Minutes, City of Southaven, Southaven, Mississippi

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF SOUTHAVEN, MISSISSIPPI
APPROVING CHANGE ORDER AND AUTHORIZING THE MAYOR TO SIGN THE
CHANGE ORDER NO. 2 FOR THE DEER CREEK LANE DRAINAGE PROJECT

WHEREAS, the City of Southaven ("City"), pursuant to Mississippi Code Section 31-7-13, previously solicited bids for the Deer Creek Drainage Project ("Project") whereby Dixieland Contractors, Inc ("Dixieland") was the low bid; and

WHEREAS, it has been recommended by the City Engineers and City Engineering representatives that quantity adjustments for materials was required for the Project; and

WHEREAS, based on the recommendation of the respective engineers, the City desires to revise the quantity adjustments for the materials and allow for the work for the inadequate subsurface soils; and

WHEREAS, pursuant to Mississippi Code 31-7-13(g), the City finds that the Change Order for the Project is necessary and better serves the purpose of the City and the change order will be done in a commercially reasonable manner and is not being done to circumvent the public purchasing statutes; and

NOW, THEREFORE, BE IT ORDERED by the Board of Aldermen of the City, to wit:

1. Pursuant to Mississippi Code 31-7-13(g), the Change Order No. 1 for the Project is not a new undertaking or outside the original scope of the contract and is commercially reasonable and not being done to circumvent the public purchasing statutes, the Mayor is authorized to sign the change order in the amount of \$8,504.20.
2. The Mayor is authorized to take all actions to effectuate the intent of this Board Order.

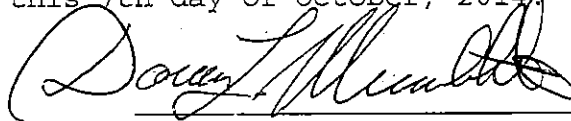
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Minutes, City of Southaven, Southaven, Mississippi

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

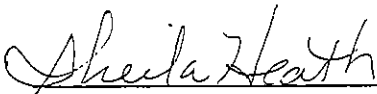
Alderman William Brooks	YES
Alderman Kristian Kelly	YES
Alderman Shirley Beshears	YES
Alderman George Payne	YES
Alderman Joel Gallagher	YES
Alderman Scott Ferguson	YES
Alderman Raymond Flores	YES

ORDERED AND DONE, this 7th day of October, 2014.



DARREN L. MUSSELWHITE, MAYOR

ATTEST:


CITY CLERK

Minutes, City of Southaven, Southaven, Mississippi

CONTRACT CHANGE ORDER

DATE:	9/30/2014	ORDER NO.	Final - 2
CONTRACT FOR:	DEER CREEK LN DRAINAGE IMPROVEMENTS		
OWNER:	CITY OF SOUTHAVEN		
CONTRACTOR:	DIXIELAND CONTRACTORS, INC.		

You are hereby requested to comply with the following changes from the contract plans and specifications:

Description of Changes (Supplemental Plans and Specifications Attached)	DECREASE in Contract Price	INCREASE in Contract Price
Item 4 - Removal of Existing Iron Fence - Increase Quantity by 87 LF at \$20.00 per LF		\$ 1,740.00
Item 5 - Reinstall / Replace Removed Iron Fence - Increase Quantity by 84 LF at \$41 per LF		\$ 3,444.00
Item 10 - Asphalt Road Repair - Reduce Quantity by 60 SY at \$40 per SY	\$ 2,400.00	
Item 12 - Sodding - Increase Quantity by 140 SY at \$4 per SY		\$ 560.00
Item 18 - Rip Rap w/ Fabric - Increase Quantity by 10.5 TN at \$80 per TN		\$ 840.80
Item 1-19 - 38" x 57" CMAP - Reduce Quantity by 22 LF at \$93 per LF	\$ 2,046.00	
Item 21 - Pipe Undercut - Reduce Quantity by 18.4 CY at \$12.5 per CY	\$ 230.00	
Item 22 - Zoysia Sod - Increase Quantity by 400 SY at \$6.61 per SY		\$ 2,644.00
Item 24 - Pea Gravel Concrete Driveway with Curb - Increase Quantity by 94.84 SF at \$7.62 per SF		\$ 722.68
New Item 25 - Inlet Grate Modification - 1 EA at \$2050.88 per EA		\$ 2,050.88
New Item 26 - New Iron Fence Section (+-8' Additional Length) - 1 LS at \$1177.84 per LS		\$ 1,177.84
TOTALS	\$ 4,676.00	\$ 13,180.20
NET CHANGE IN CONTRACT PRICE		\$ 8,504.20

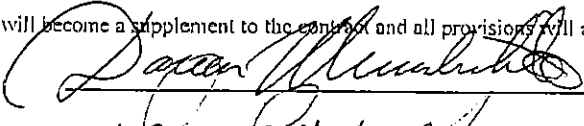
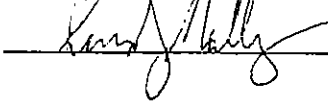
JUSTIFICATION: This change order addresses several line item adjustments related to the under run or over run on various quantities throughout construction; the increase of concrete driveway repair, additional sod, and fence adjustments required on the Armstrong property; and includes modifications to the SS3 inlet grate to help reduce debris build up.

The amount of the Contract will be (~~Decreased~~) (Increased) By The Sum Of: Eight Thousand
Five Hundred and Four 20/100 Dollars \$ 8,504.20

The Contract Total Including this and previous Change Orders Will Be: One Hundred Ninety One
Thousand and Six Hundred and Thirty Five 20/100 Dollars \$ 191,635.20

The Contract Period Provided for Completion Will Be (~~Decreased~~) (~~Increased~~) (Unchanged): 85 Days.

This document will become a supplement to the contract and all provisions will apply hereto.

Accepted  (Owner)
Recommended  (Owner's Architect/Engineer)
Accepted  (Contractor)

10-9-14
(Date)
10/01/14
(Date)
10/01/14
(Date)

Minutes, City of Southaven, Southaven, Mississippi

Stored Materials Summary

Contractor's Application No. 06

For Contract:		Deer Creek Drainage Improvements		Application Number: 5		8/28/2014				
A		B	C	D		E		F		G
Invoice No.	Shop Drawing Transmittal No.	Materials Description	Stored Previously		Stored this Month		Incorporated in Work		Materials Remaining in Storage (\$)	
			Date (Month/Year)	Amount (\$)	Amount (\$)	Subtotal	Date (Month/Year)	Amount (\$)	(D+E-F)	
3608	1012-08	448 LF 36" x 57" CMAP and 12 Pipe Bands	14-May	26,703.00	\$	\$	14-Jun	26,703.00	0.00	
3608	1012-08	Rebar for Headwall	14-May	275.94	\$	\$	14-Jun	275.94	0.00	
Y1846	1012-08	Rebar for SS 3	14-May	129.6	\$	\$	14-Jun	129.60	0.00	
		Rebar for Headwall					15-Aug	277.60	0.00	
Totals				27,108.54	\$0.00	\$		27,386.04	\$	

EJCDC No. C-620 (2002 Edition)
Prepared by the Engineer's Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Minutes, City of Southaven, Southaven, Mississippi

City of Southaven

At The Top of Mississippi



Park Facility Rental Application

Reservation Request

Facility Name: Gym

Date of Request: December 12, 2014

Time of Event: From 8:00 am/pm to 11:30 am/pm

Estimated Attendance: 300

Purpose of Event: Horn Lake High School Marine Corps Junior ROTC Awards Banquet

Will alcohol be served: YES ☐ NO ☐ (If yes, please fill out Alcohol Request Form). *Alcohol consumption must be approved the Board of Aldermen

Contact Information

Name of Person/Organization: Horn Lake JROTC / MSgt Kenneth Hicks

Is your organization non profit? YES ☐ NO ☐ *For profit events must be approved by the Board of Aldermen

Contact Name: MSgt Kenneth Hicks

Address: 3360 Church Road

City: Horn Lake State: MS Zip: 38637

Primary Phone Number: 662-393-5273 Ext 1052

Secondary Phone Number: Lee Caldwell 901-282-8365

Email Address: Kenneth.hicks@dcsmss.org

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Acknowledgements and Signature

I agree to abide by the applicable policies and procedures for the facility that I intend to rent. I will accept responsibility for any damages or cleaning costs associated with my group. I understand that I will forfeit my deposit if I violate any of the rental policies or procedures that I have been given a copy of.

*No alcohol is allowed on premises without prior Board of Aldermen approval. Violation of this will result in loss of deposit.

*No smoking is allowed in any building. Violation of this will result in loss of deposit.

* No use of candles in any building. Violation of this will result in loss of deposit.

*No one under the age of 21 year can rent any facility.

I have read and agree to the terms of use. I have also been given a copy of the policy for use of City of Southaven owned buildings and agree to abide by and be bound by this policy.

Name: Kenneth Hicks Date: 10-7-14

FOR OFFICE

Rental Fee: _____ Date Paid: _____

Rental Deposit: _____ Date Paid: _____

Key Number: _____ Date Received: _____ Date Returned: _____

Today's Date: _____ Employee: _____

Minutes, City of Southaven, Southaven, Mississippi

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: 8281 Concord Cove, 9109 Highway 51, 7356 Greencliff Cove, 5467 Peach Trail Drive, 8530 Highway 301, 8801 Five Oaks Drive West, 2906 North Hartland Drive, 2395 Greencliff Drive, 98 Stonebrook Cove, 953 Woodburne Place, 4781 Rosewood Cove, 1839 Roy Drive, 8140 Martin Drive, 1610 Wilborne Road, to the effect that the said parcel of land has been neglected whereby the grass height is in violation and there exist other unsafe conditions and that the parcel of land in the present condition is deemed to be a menace to the public health and safety of the community.

WHEREAS, pursuant to Section 21-19-11 of the Mississippi Code Annotated (1972), the governing authorities of the City of Southaven, Mississippi, provided the owners of the above described parcel of land with notice of the condition of their respective parcel of land and further provided them with notice of a hearing before the Mayor and Board of Aldermen on Tuesday, October 7, 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 uncleanness as to be a menace to the public health and safety of the community.

WHEREAS, none of the owners of the above described parcel of land appeared at the meeting of the Mayor and Board of Aldermen on Tuesday, October 7, 2014, to voice objection or to offer a defense.

Minutes, City of Southaven, Southaven, Mississippi

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: 8281 Concord Cove, 9109 Highway 51, 7356 Greencliff Cove, 5467 Peach Trail Drive, 8530 Highway 301, 8801 Five Oaks Drive West, 2906 North Hartland Drive, 2395 Greencliff Drive, 98 Stonebrook Cove, 953 Woodburne Place, 4781 Rosewood Cove, 1839 Roy Drive, 8140 Martin Drive, 1610 Wilborne Road is deemed in the existing condition to be a menace to the public health and safety of the community.

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

Following the reading of this Resolution, it was introduced by Alderman Brooks and seconded by Alderman Kelly. 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

Minutes, City of Southaven, Southaven, Mississippi

Alderman Scott Ferguson

YES

Alderman Raymond Flores

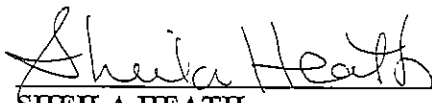
YES

The Resolution, having received a majority vote of all Aldermen present, was declared adopted on this, the 7th day of October, 2014.

CITY OF SOUTHAVEN, MISSISSIPPI

BY: 
DARREN MUSSELWHITE
MAYOR

ATTEST:


SHEILA HEATH
CITY CLERK



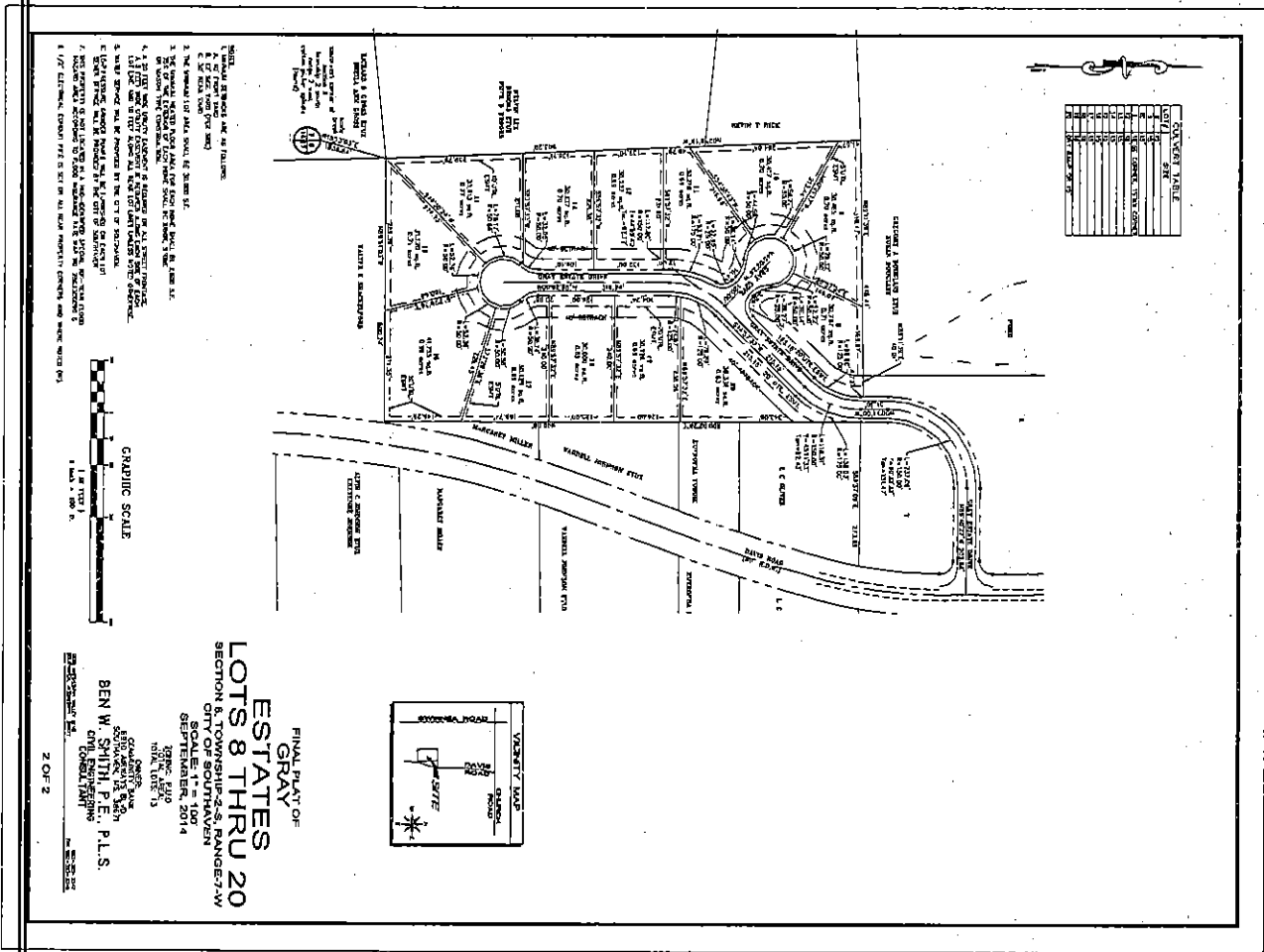
Minutes, City of Southaven, Southaven, Mississippi

City of Southaven Office of Planning and Development Subdivision Staff Report



Date of Hearing:	September 29, 2014
Public Hearing Body:	Planning Commission
Applicant	Community Bank 6910 Airways Blvd c/o Ben Smith 662-393-3347
Total Acreage:	10 acres (approx.)
Existing Zone:	Planned Unit Development
Location of Site Plan Application:	South of Church Road on the west side of Davis Road
Comprehensive Plan Designation:	Low Density residential
Staff Comments: The applicant is requesting subdivision approval for Gray Estates Section B on the west side of Davis Road, south of Church Road. This subdivision is part of a PUD that was approved in 2005, which requested 20 lots of 30,000 sq. ft. minimum and a house size of 2,600 sq. ft. minimum. Per the original application, lots 8-20 would access Davis Road via a drive from the north. The submitted plat has shown the correct access, provided the minimum lot sizes approved and also stated in the general notes the minimum heated square footage and materials. The areas around this site are comparable to the submitted request. The application does comply with the 2020 Comprehensive Plan for this area.	
Staff Recommendations: The applicant has complied with all necessary requirements set forth by the City and by the regulations of the approved PUD. That being said, staff recommends approval.	

Minutes, City of Southaven, Southaven, Mississippi



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City of Southaven Office of Planning and Development Conditional Permit Use Staff Report

City of Southaven City Hall
Executive Board Room
8710 Northwest Drive

Date of Hearing:	September 29, 2014
Public Hearing Body:	Planning Commission
Applicant	Bethany Denley and Jennifer Berezni 3451 Goodman Road Suite 107 901-827-5530
Location	Same
Total Acreage	NA
Existing Zoning:	Planned Commercial (C-4)
Location of Conditional Use application:	same
Requirements for CUP:	Spa (full service) <i>"A licensed establishment with three (3) or more amenities all requiring licensed cosmetologist are provided on site to include but not limited to: massage, manicure/pedicure, hair styling, waxing, etc.). Barber shops, hair/beauty salons, hair studios, spa (full service), hair braiding establishments and Wigology establishments may locate in the stated zones with the stated requirements so long as an existing establishment of the same classification is not currently located within a half mile (1/2) radius of the newly proposed establishment."</i>
Comprehensive Plan Designation:	NA
Staff Comments:	The applicant is requesting a conditional use permit to allow a beauty shop to be located

Minutes, City of Southaven, Southaven, Mississippi

at 3451 Goodman Road on the south side of Goodman Road, east of Getwell Road in an existing shopping center. The applicant's main occupancy is classified as a boutique; however, she is requesting to have a couple of salon chairs for hair as a secondary/accessory use. Under this classification, the applicant would need to be more than ½ mile from the next closest beauty salon- Frieda's Salon or Ricoco Salon.

Staff Recommendation:

Per the city ordinance, these establishments must be a minimum of ½ mile from an existing shop. Staff has window surveyed the surrounding area:

Frieda's Salon- 0.71 miles (3,794 linear feet)

Ricoco Salon- 0.69 miles (3,684 linear feet)

That being said, the applicant has met the ½ mile radius rule and complies with the ordinance requirement. Staff recommends approval of a one (1) year conditional use permit with a four (4) year extension to be renewed annually.

**Planning Commission
Recommendation:**

**Motion made by:
Seconded by:**

Minutes, City of Southaven, Southaven, Mississippi

Shops of Cobblestone

3451 Goodman Rd • Southaven, Mississippi

**Makowsky
Ringel
Greenberg**
Multi-Family & Commercial Real Estate



Conveniently located on highly-traveled Goodman Road just east of Getwell and approximately a half mile north of Snowden Grove Park and DeSoto County Central Schools Campus. Current tenants include Family Medical Practice of N. Mississippi, Rancho Grande, Lenny's Sub Shop, Beltone, Heart Attack and Stroke Prevention, Sylvan Learning Center, and Desoto Dental.

BUILDING AMENITIES

- C4 zoning (Commercial)
- Bays of 1,300 SF (20' x 65')
- Over 34,000 VPD (vehicles per day)
- Professionally managed
- Ample parking
- Great visibility

2012 Estimates	1 mile	3 miles	5 miles
Population	979	25,619	64,960
Households	364	8,859	23,480
Average Household Income	\$89,058	\$62,085	\$68,464
Median Household Income	\$79,919	\$71,543	\$56,679

FOR INFORMATION/CONTACT

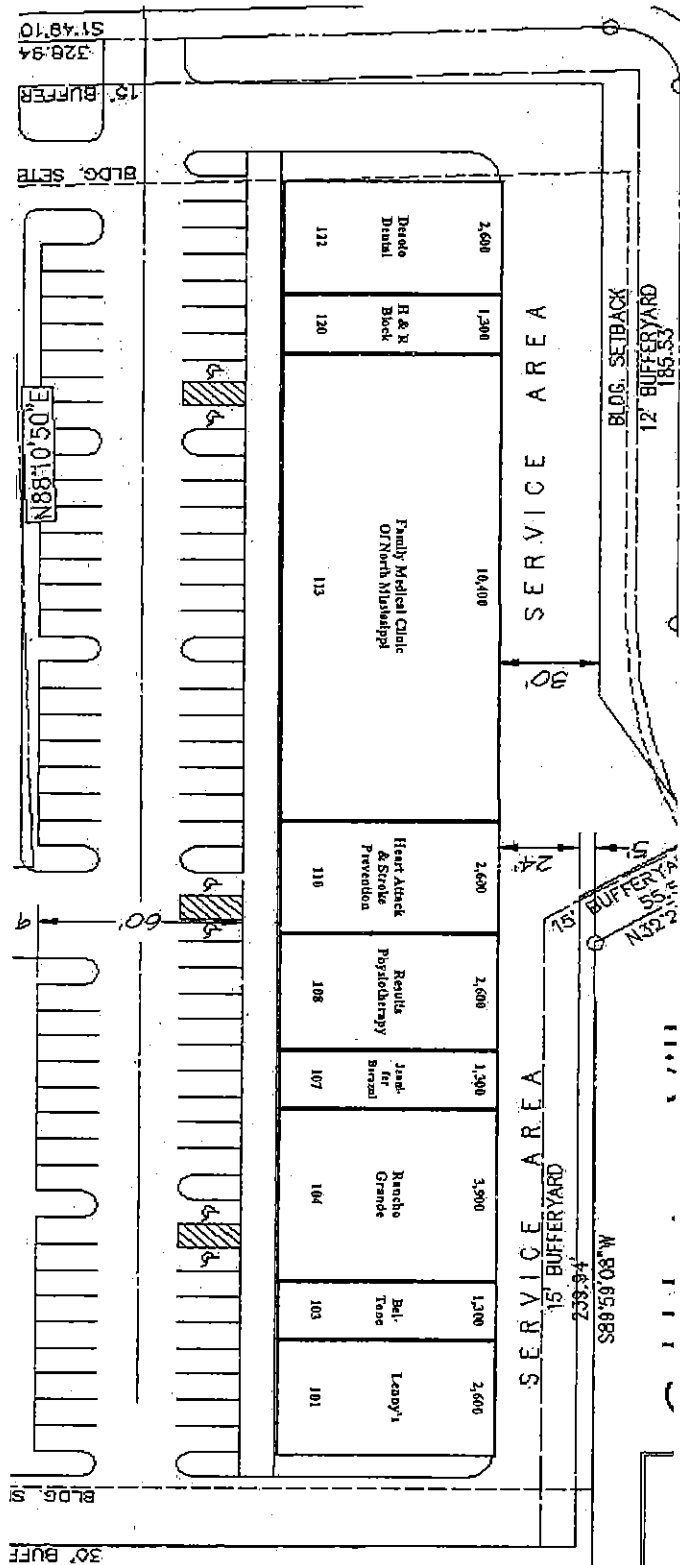
Phone: 662.667.3426
 Email: info@makowskyringelgreenberg.com

Makowsky Ringel Greenberg, LLC
 1010 W. Main Street, Suite 200
 Jackson, MS 39201
 Phone: 662.667.3426
 Fax: 662.667.3440

www.makowskyringelgreenberg.com

All information deemed reliable but not warranted.

The Shops of Cobblestone



Minutes, City of Southaven, Southaven, Mississippi

CITY OF SOUTHAVEN

Top Of Mississippi

Office of Operations

Bradley K. Wallace, AIA
Northwest Drive Director of Operations
Southaven, MS 38671

8710

Ph. 662-393-4639
Fax 662-280-6534

bwallace@southaven.org

October 7, 2014

To: Lisa Cook, *Overall Chemical Company*

**RE: City of Southaven – Cleaning and Janitorial Services – Facility Package One
Letter Agreement to serve as Contract**

Ms. Cook:

Please allow this letter agreement to serve as the contract between the City of Southaven and Overall Chemical Company. The term "Owner" shall hereafter refer to the City of Southaven, Mississippi and the term "Contractor" shall hereafter refer to Overall Chemical Company. The following items shall serve as the terms of this contract:

1. The Contractor shall perform regularly scheduled cleaning services for all sites included in this package (see list below). This contract shall be for a term of forty-five (45) days. After the expiration of the 45 days, the contract may be renewed for additional period of time as approved by the Owner. Scope shall include but not necessarily be limited to the following: emptying trash cans and providing new bags; sweeping tile floors; vacuuming carpets; light dusting as appropriate; interior glass cleaning; cleaning entries to building at exterior; cleaning all toilet rooms – this shall be as directed by Facilities Director, Court Clerk and Seniors Program Director for the Municipal Complex, Court Building and Tennis Center Building.

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Contractor shall restock paper products, soap and garbage bags as provided by Owner and shall otherwise provide all their own cleaners, equipment and supplies as needed to perform this work. Their provided items shall be brought to each site for each cleaning and removed each time cleaning is completed.

2. Beyond the aforementioned cleaning services, the Contractor shall also be available to the Owner 24 hours per day, 7 days per week to perform needed cleanings during periods between scheduled cleanings in the facilities included in this Package. The Contractor shall perform this work at an hourly rate of \$20 (regardless of time or day needed). The Contractor shall submit an invoice for labor indicating each employee on the project, their classification and their hours worked. The Owner shall receive a report about each project and shall approve same prior to issuing any payments. The Contractor shall respond to the Owner's request for service within 2 hours of initial contact.
3. The Contractor shall supply the Owner with appropriate contact information for personnel responsible to address service calls regardless of time of day or day of the week and the Contractor shall not change such responsible personnel without notifying the Owner of a change and providing the Owner with new contact information for the new personnel prior to the change.
4. The following properties, including costs, for cleaning are set forth below. Each shall be addressed by the Contractor under this contract for both scheduled weekly cleanings and service calls:
 - Southaven Municipal Complex (City Hall) – 8710 Northwest Drive; Monday & Wednesday of each week (on weeks where a holiday falls on Monday – the cleaning for that week shall be performed on another day agreed to by both parties)
\$680 per week
 - Southaven Court Building - 8889 Northwest Drive; Tuesday and Thursday of each week
\$290 per week
 - Southaven Tennis Center – 3750 Freeman Lane – Wednesday of each week
\$100 per week
5. This contract does not insure the Contractor of exclusive rights to clean the

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facilities included herein but it is the Owner's intent to give the Contractor every opportunity to provide service prior to seeking other options. The Contractor shall not be held responsible for the work of another party. Should a particular property be removed from the listing – payments shall be adjusted accordingly and as agreed to by both parties.

6. The Contractor shall receive payment as approved at the regularly scheduled meetings of the Mayor and Board of Aldermen held on the first and third Tuesdays of every month. Depending on the date of service and approval of the work by the Owner, an invoice shall be paid per final approval at the next scheduled Board meeting.
7. This contract may be terminated by either party with or without cause at any time. Termination notice shall be given to the other party no sooner than 7 days from the anticipated date of termination if there is no cause but with cause, either party may terminate this agreement immediately as of the date of notice. If the Owner terminates this contract without cause, they shall pay the Contractor any amounts due them for work performed prior to the termination that have not been paid; and with cause, the Owner shall pay for work up to the date of termination (for immediate termination) unless the work in question is related to the cause for immediate termination.
8. Should there be need for legal actions regarding this contract by either party – such matters shall be addressed in the appropriate Court located in the State of Mississippi and in the County of DeSoto. The prevailing party in any legal action shall receive reimbursement for reasonable legal fees from the losing party.
9. The Owner shall have reasonable expectation of the Contractor to meet the terms noted herein as well as the requirements noted in the Contract Documents used for bidding and that after any cleaning service all facilities shall be deemed usable and available for their proper function as designed; and in turn, the Contractor shall expect proper compensation for their efforts in a timely manner as noted herein.
10. Contractor agrees to indemnify and hold harmless the Owner, 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

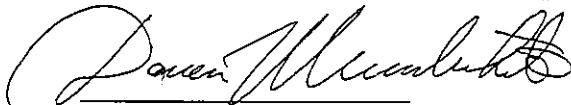
Minutes, City of Southaven, Southaven, Mississippi

\$1,000,000 with confirmation thereof to be delivered to City prior to commencement of services. This section of this Agreement pertaining to indemnification shall be deemed to survive the expiration or earlier termination of this Agreement.

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

Agreed to on the dates noted and by the appropriate representative signatories indicated below:

Date: 10-9-14

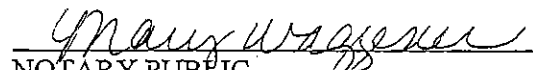

Mayor Darren Musselwhite

Date: 10-08-2014


Lisa Cook
Vice President Overall Chemical
Company

STATE OF MISSISSIPPI COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 8th day of October, 2014 the within named Lisa Cook who acknowledged that she is the Vice-President of Overall Chemical Company, and that for and on behalf of Overall Chemical Company, she executed the above and foregoing instrument after first having been duly authorized by Overall Chemical Company so to do.


NOTARY PUBLIC

My Commission Expires:

11/20/17



Warrant #: C-FY2014E W-FY2014

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[illegible]

<u>Involvement Description</u>	<u>Involvement Amount</u>
1. <u>Participate in the development of the business plan</u>	10%
2. <u>Participate in the development of the marketing plan</u>	10%
3. <u>Participate in the development of the financial plan</u>	10%
4. <u>Participate in the development of the operational plan</u>	10%
5. <u>Participate in the development of the human resources plan</u>	10%
6. <u>Participate in the development of the information systems plan</u>	10%
7. <u>Participate in the development of the legal plan</u>	10%
8. <u>Participate in the development of the environmental plan</u>	10%
9. <u>Participate in the development of the social plan</u>	10%
10. <u>Participate in the development of the cultural plan</u>	10%
11. <u>Participate in the development of the ethical plan</u>	10%
12. <u>Participate in the development of the corporate governance plan</u>	10%
13. <u>Participate in the development of the risk management plan</u>	10%
14. <u>Participate in the development of the sustainability plan</u>	10%
15. <u>Participate in the development of the innovation plan</u>	10%
16. <u>Participate in the development of the research and development plan</u>	10%
17. <u>Participate in the development of the production plan</u>	10%
18. <u>Participate in the development of the distribution plan</u>	10%
19. <u>Participate in the development of the sales plan</u>	10%
20. <u>Participate in the development of the customer service plan</u>	10%
21. <u>Participate in the development of the employee training plan</u>	10%
22. <u>Participate in the development of the employee compensation plan</u>	10%
23. <u>Participate in the development of the employee benefits plan</u>	10%
24. <u>Participate in the development of the employee safety plan</u>	10%
25. <u>Participate in the development of the employee health plan</u>	10%
26. <u>Participate in the development of the employee retirement plan</u>	10%
27. <u>Participate in the development of the employee stock ownership plan</u>	10%
28. <u>Participate in the development of the employee profit sharing plan</u>	10%
29. <u>Participate in the development of the employee pension plan</u>	10%
30. <u>Participate in the development of the employee disability plan</u>	10%
31. <u>Participate in the development of the employee life insurance plan</u>	10%
32. <u>Participate in the development of the employee dental plan</u>	10%
33. <u>Participate in the development of the employee vision plan</u>	10%
34. <u>Participate in the development of the employee health savings plan</u>	10%
35. <u>Participate in the development of the employee flexible spending plan</u>	10%
36. <u>Participate in the development of the employee dependent care plan</u>	10%
37. <u>Participate in the development of the employee tuition plan</u>	10%
38. <u>Participate in the development of the employee scholarship plan</u>	10%
39. <u>Participate in the development of the employee grant plan</u>	10%
40. <u>Participate in the development of the employee loan plan</u>	10%
41. <u>Participate in the development of the employee credit plan</u>	10%
42. <u>Participate in the development of the employee insurance plan</u>	10%
43. <u>Participate in the development of the employee annuity plan</u>	10%
44. <u>Participate in the development of the employee pension plan</u>	10%
45. <u>Participate in the development of the employee profit sharing plan</u>	10%
46. <u>Participate in the development of the employee stock ownership plan</u>	10%
47. <u>Participate in the development of the employee pension plan</u>	10%
48. <u>Participate in the development of the employee profit sharing plan</u>	10%
49. <u>Participate in the development of the employee stock ownership plan</u>	10%
50. <u>Participate in the development of the employee pension plan</u>	10%

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Minutes, City of Southaven, Southaven, Mississippi

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City of Sullivan Claims Desk

Manual F-C17014 & W-17014

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<u>Invoice #</u>	<u>Check#</u>	<u>Year/Chk #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
3338	0	228205	20065	BIC OF MS LLC	7681 SOUTHWEST DR. W.	\$54.00
3669	0	228235	20065	BIC OF MS LLC	7074 PARADE CV	\$54.00
3670	0	228240	20065	BIC OF MS LLC	7716 PARADE CR E	\$54.00
3643	0	228240	20065	BIC OF MS LLC	7719 CHARLESTON DR	\$54.00
3811	0	228260	20065	BIC OF MS LLC	7851 WALTON RD	\$168.00
3641	0	228266	20065	BIC OF MS LLC	6066 STANTFORD DR E	\$54.00
3663	0	228264	20065	BIC OF MS LLC	6117 LONGMEADOW DR	\$54.00
3680	0	228261	20065	BIC OF MS LLC	5141 KOCKEY DR E	\$54.00
3872	0	228242	20065	BIC OF MS LLC	8155 MARLIN DR	\$54.00
3635	0	228203	20065	BIC OF MS LLC	8110 WHITEWOOD DR	\$54.00
3689	0	228236	20065	BIC OF MS LLC	8155 OAKCROCK CV	\$54.00
3640	0	228216	20065	BIC OF MS LLC	8208 BLACKBURNWAY DR	\$54.00
3687	0	228237	20065	BIC OF MS LLC	8294 GRAVIE DR	\$54.00
3617	0	228247	20065	BIC OF MS LLC	8486 BEE RIDGE DR	\$54.00
3457	0	228238	20065	BIC OF MS LLC	6300 PINESTONE PL	\$54.00
3441	0	228247	20065	BIC OF MS LLC	6311 WHITEWOOD	\$54.00
3659	0	228238	20065	BIC OF MS LLC	6240 GREENBROOK PKWY	\$54.00
3640	0	228247	20065	BIC OF MS LLC	8425 CEDAR CREST DR E	\$54.00
3669	0	228233	20065	BIC OF MS LLC	8565 BRIDGECROOK DR	\$54.00
3651	0	228227	20065	BIC OF MS LLC	8664 WILLOWBRIAR DR	\$54.00
3681	0	228232	20065	BIC OF MS LLC	6927 HOCKEYBART DR	\$54.00
3651	0	228218	20065	BIC OF MS LLC	8465 WASHINGTON DR N	\$54.00

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Minutes, City of Southaven, Southaven, Mississippi

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Minutes, City of Southaven, Southaven, Mississippi

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Invoice #	Check#	Vehicle#	Vendor #	Vendor Name	Invoice Description	Invoice Amount
508613091014	121566	227695	906	ENERGY	1009 CLARKHURST RD	\$22.98
654172321014	121566	227678	906	ENERGY	1480 STATELINE RD E	\$45.07
654172321014	121566	227678	906	ENERGY	6008 GETTLEMAN RD	\$23.85
654188411014	121566	227681	906	ENERGY	6903 GEMMILL DOWNS BLVD	\$47.72
654188411014	121566	227681	906	ENERGY	5610 ARWAY'S BLVD	\$18.86
654226411014	121566	227690	906	ENERGY	6017 ARWAY'S BLVD	\$21.69
654226411014	121566	227690	906	ENERGY	8710 NORTHEAST RD	\$23.22
654226411014	121566	227712	906	ENERGY	841 SEATTLE RD NW	\$25.67
61224351014	121566	227691	906	ENERGY	892 CHURCH RD E	\$23.47
654172321014	121566	227683	906	ENERGY	571 STATELINE AND GEMMILL	\$45.09
654172321014	121567	227677	906	ENERGY	5677 GETTLEMAN RD	\$20.70
594188411014	121567	227692	906	ENERGY	5166 PEPPERCHASE DR	\$25.57
594188411014	121567	227692	906	ENERGY	6146 ARWAY'S BLVD	\$25.86
654226411014	121567	227678	906	ENERGY	8155 ARWAY'S BLVD	\$24.32
654226411014	121567	227687	906	ENERGY	82 CLARKHURST RD	\$27.13
654226411014	121567	227678	906	ENERGY	8601 INTERSTATE DR	\$35.07
61224351014	121567	227680	906	ENERGY	8639 ARWAY'S BLVD	\$31.19
654188411014	121567	227665	906	ENERGY	701 CLARKHURST COVE DR	\$24.90
654188411014	121567	227665	906	ENERGY	PAULSON & STATELINE RD	\$22.30
654188411014	121567	227665	906	ENERGY	NORTHWEST DR & STATELINE RD	\$26.07
654188411014	121567	227665	906	ENERGY	6146 ARWAY'S BLVD	\$24.94
654188411014	121567	227665	906	ENERGY	615 HOSPITALITY RD	\$54.41

Invoice #	Check#	Vendor #	Vendor #	Vendor Name	Invoice Description	Invoice Amt
61465711014	121668	227673	906	ENERGY	7432 SOUTHCREST PRVWY	\$412.84
64945071014	121668	227674	906	ENERGY	605 OLDCOLO RD	\$41.59
64945071014	121668	227675	906	ENERGY	ANNEXWAY BLVD	\$41.59
64945071014	121668	227676	906	ENERGY	ANNEXWAY BLVD	\$41.59
64945071014	121668	227677	906	ENERGY	CHURCH RD AT GETWELL RD	\$412.05
64945071014	121668	227678	906	ENERGY	HODGINS RD	\$407.17
64945071014	121668	227679	906	ENERGY	STATELINE RD AT S55 INTERSECTION	\$40.39
64945071014	121668	227680	906	ENERGY	STATELINE RD S55	\$174.22
64945071014	121668	227681	906	ENERGY	STATELINE RD S55	\$141.40
64945071014	121668	227682	906	ENERGY	8142 GETWELL RD NORTH LIT	\$465.33
64945071014	121668	227683	906	ENERGY	6189 NORTHWEST DR	\$115.99
64945071014	121668	227684	906	ENERGY	CHURCH RD AT S55	\$44.75
64945071014	121668	227685	906	ENERGY	MSS VALLEY BLVD	\$89.61
64945071014	121668	227686	906	ENERGY	CHURCH RD AT S55	\$44.75
64945071014	121668	227687	906	ENERGY	US 501 AT COLUMBIA RD	\$111.10
64945071014	121668	227688	906	ENERGY	RAND RD HWY 51	\$49.64
64945071014	121668	227689	906	ENERGY	STATELINE NORTHWEST	\$181.00
64945071014	121668	227690	906	ENERGY	STATELINE HWY 51	\$54.00
64945071014	121668	227691	906	ENERGY	WHITMORTH AND STATELINE RD	\$44.00
64945071014	121668	227692	906	ENERGY	433 AMPORT INDUSTRIAL DR	\$307.88
64945071014	121668	227693	906	ENERGY	6650 ELMORE RD	\$134.15
64945071014	121668	227694	906	ENERGY	6650 ELMORE RD	\$134.15
64945071014	121668	227695	906	ENERGY	6650 ELMORE RD	\$134.15

Minutes, City of Southaven, Southaven, Mississippi

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City of Southaven, China (Real)
Warrant C-CF2014 & W-F2014

Invoice #	Checker	Vehicle #	Vendor #	Vendor Name	Invoice Description	Invoice Amount
10096041014	121570	227714	965	ENTERGY	8770 NORTHWEST DR	\$165.37
100921551014	121570	227709	965	ENTERGY	BROCKWAY HWY 501	\$46.65
659060251014	121570	227715	966	ENTERGY	HAMILTON	\$231.00
100921551014	121570	227701	966	ENTERGY	STILL CITY BLVD	\$111.65
102213541014	121570	227803	966	ENTERGY	SHAWNEE RD & HWY 502	\$46.65
100921551014	121570	227860	966	ENTERGY	LELAND BLVD & ST LINE	\$38.50
70520701014	121571	227804	966	ENTERGY	5001 WAL RD	\$159.47
100921551014	121571	227894	966	ENTERGY	6411 PEPERCHASE DR	\$1,163.72
166341551014	121571	227854	966	ENTERGY	6850 GEMMELL NW WATER PLANT	\$1,766.58
100921551014	121571	227852	966	ENTERGY	5150 GEMMELL RD	\$1,461.33
166306341014	121571	227869	969	ENTERGY	7325 GREENBROOK HWY	\$10,045.43
194016671014	121571	227872	969	ENTERGY	3905 BIRNEY BLVD	\$111.43
371630371014	121571	227778	969	ENTERGY	6970 NORTHWEST DR	\$3,767.16
100921551014	121571	227829	969	ENTERGY	6700 NORTHWEST DR	\$4,646.36
1660411014	121571	227844	969	ENTERGY	6880 NORTHWEST DR	\$1,862.21
166251761014	121587	227704	969	ENTERGY	STREET LIGHTS	\$60,371.66
160461091014	121586	227854	966	ENTERGY	3075 OAKMAN LN	\$2.85
12203161014	121588	227843	966	ENTERGY	8055 STONEGATE BLVD	\$45.65
1665201014	121588	227892	966	ENTERGY	7900 STONEGATE BLVD	\$16.65
31092111014	121590	227836	966	ENTERGY	7541 TCHU MOUA	\$6.66
31092111014	121590	227838	969	ENTERGY	7533 TCHU MOUA	\$6.65

City of Southaven Claims Detail					
Version: 8-C-FY2014 & WFT2014					
Invoice #	Check#	Voucher #	Vendor #	Vendor Name	Invoice Amount
311092641014	121566	221341	966	ENTERGY	\$4.66
311092651014	121566	221341	966	ENTERGY	\$0.55
387555231014	121559	221844	965	ENTERGY	\$0.85
140921031014	121566	221290	966	ENTERGY	\$6.66
10045871014	121597	221833	966	ENTERGY	\$3.90
18124061014	121597	221851	966	ENTERGY	\$0.00
22512531014	121567	221665	966	ENTERGY	\$7.29
311092661014	121597	221847	966	ENTERGY	\$0.05
31109421014	121597	221840	966	ENTERGY	\$7.10
311092171014	121597	221842	966	ENTERGY	\$0.66
31109531014	121587	221855	966	ENTERGY	\$0.04
60123651014	121566	221831	966	ENTERGY	\$7.40
16835901014	121597	221513	966	ENTERGY	\$11.57
16835901014	121597	221513	966	ENTERGY	\$14.29
10071161014	121598	221917	969	ENTERGY	\$14.29
16835901014	121597	221513	966	ENTERGY	\$14.29
16835901014	121597	221513	966	ENTERGY	\$14.29
10071161014	121598	221917	969	ENTERGY	\$14.29
16835901014	121597	221513	966	ENTERGY	\$14.29
16835901014	121597	221513	966	ENTERGY	\$14.29
10071161014	121598	221917	969	ENTERGY	\$14.29
16835901014	121597	221513	966	ENTERGY	\$14.29
16835901014	121597	221513	966	ENTERGY	\$14.29
10071161014	121598	221917	969	ENTERGY	\$14.29
16835901014	121597	221513	966	ENTERGY	\$14.29
16835901014	121597	221513	966	ENTERGY	\$14.29
10071161014	121598	221917	969	ENTERGY	\$14.29
16835901014	121597	221513	966	ENTERGY	\$14.29
16835901014	121597	221513	966	ENTERGY	\$14.29
10071161014	121598	221917	969	ENTERGY	\$14.29
16835901014	121597	221513	966	ENTERGY	\$14.29
16835901014	121597	221513	966	ENTERGY	\$14.29
10071161014	121598	221917	969	ENTERGY	\$14.29
16835901014	121597	221513	966	ENTERGY	\$14.29
16835901014	121597	221513	966	ENTERGY	\$14.29
10071161014	121598	221917	969	ENTERGY	\$14.29
16835901014	121597	221513	966	ENTERGY	\$14.29
16835901014	121597	221513	966	ENTERGY	\$14.29
10071161014	121598	221917	969	ENTERGY	\$14.29
16835901014	121597	221513	966	ENTERGY	\$14.29
16835901014	121597	221513	966	ENTERGY	\$14.29
10071161014	121598	221917	969	ENTERGY	\$14.29
16835901014	121597	221513	966	ENTERGY	\$14.29
16835901014	121597	221513	966	ENTERGY	\$14.29
10071161014	121598	221917	969	ENTERGY	\$14.29
16835901014	121597	221513	966	ENTERGY	\$14.29
16835901014	121597	221513	966	ENTERGY	\$14.29
10071161014	121598	221917	969	ENTERGY	\$14.29
16835901014	121597	221513	966	ENTERGY	\$14.29
16835901014	121597	221513	966	ENTERGY	\$14.29
10071161014	121598	221917	969	ENTERGY	\$14.29
16835901014	121597	221513	966	ENTERGY	\$14.29
16835901014					

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Invoice #	Checked	Yearcher #	Vendor #	Vendor Name	Invoice Description	Invoice Amount
City of Southaven, James Dodson Warrant # C-WF2014 & WF2014						
41595061014	421591	221866	999	ENTERGY	1960 STATELINE RD W	\$2,171.27
41595061014	421591	221873	999	ENTERGY	1155 STATE TALL ALLEY	\$5,334.70
41595061014	421591	221850	999	ENTERGY	3018 WAL RD	\$2,921.72
157444431014	121591	221850	999	ENTERGY	3025 EMMERTON LN	\$1,868.20
160130401014	121591	221847	999	ENTERGY	4770 WHITWORTH ST	\$9,461.17
407933631014	121591	221819	999	ENTERGY	3005 SIMON RD S	\$116.92
310923231014	121591	221821	999	ENTERGY	3005 SIMON RD S	\$116.92
105249491014	121591	221811	999	ENTERGY	4003 S STATELINE RD	\$2,777.77
959914101014	121610	221813	999	ENTERGY	4003 STATELINE RD	\$17.41
158328381014	121610	221819	999	ENTERGY	8191 TULANE RD	\$2,342.00
101616131014	121810	221817	999	ENTERGY	6150 STATELINE RD WILSON SPEN	\$2,342.00
424395991014	121810	221835	999	ENTERGY	8191 TULANE RD	\$2,342.00
433718181014	121610	221831	999	ENTERGY	8191 TULANE RD RANG	\$6,141.76
180444441014	121510	221834	999	ENTERGY	8777 MINNACHT ST	\$124.13
9491220112	0	221931	11850	ERSON	MATERIALS	\$23.94
122221	0	221818	4181	FAMILY MEDICAL CLIN	SHOETESTERS	\$57.00
123343	0	228646	4191	FAMILY MEDICAL CLIN	NOV 04/2014 AUG 2014	\$170.00
121596	0	228037	4181	FAMILY MEDICAL CLIN	TESTS/PHOS	\$37.00
6076519040	0	228036	22130	FARMERS INS	PUMP SPARE PARTS RETURN	\$309.55
217400	0	228555	676	FARMEL CALOUN INC	ROO GUANO KIT	\$147.87
219433696	0	228111	117	FREDEX	INTERNATIONAL SHIPPING CHARGES 12 1915	\$19.65
092814	0	228360	8285	FENNEL CHICK	DUPLICATE 912 924/2011	\$21.00
092814	0	228360	1004	FRIEDLSON BROWN	DUPLICATE 912 924/2011	\$21.00

Minutes, City of Southaven, Southaven, Mississippi

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Invoice #	Check#	Month/Year	Vendor #	Vendor Name	Invoice Description	Invoice Amount
028114	0	2/28/90	0410	HILL ROBERT	ANNUAL FEED	\$353.00
028117	0	2/27/90	12113	HILL'S PET NUTRITION	ANNUAL FEED	\$164.95
222223458	0	2/17/90	12113	HILL'S PET NUTRITION	ANNUAL FEED	\$181.78
222226275	0	2/28/90	12113	HILL'S PET NUTRITION	ANNUAL FEED	\$167.78
138515	0	2/28/93	946	HOLMES SERVICES	VIDEO PIPELINE INSPECTION	\$175.00
00910124	0	2/28/93	71963	HOMER SKELETON FORD	FLOWER SWITCH	\$453.97
00017465	0	2/28/92	168	HOMER SKELETON FORD	CHRYSLAR PROJECT	\$344.46
00069124	0	2/28/93	168	HOMER SKELETON FORD	U2 ALTERNATOR	\$1549.87
0001115	0	2/19/94	168	HOMER SKELETON FORD	U2 FRONT END ALIGNMENT	\$386.73
00069124	0	2/28/93	168	HOMER SKELETON FORD	U4 COOLANT LEAK	\$384.00
00017171	0	2/28/90	168	HOMER SKELETON FORD	U4 COOLANT LEAKS	\$410.00
00069124	0	2/28/93	168	HOMER SKELETON FORD	U4 CRK ENGINE	\$320.00
00017465	0	2/28/93	168	HOMER SKELETON FORD	U213 ENGINE REPAIR	\$2,650.00
091914	0	2/27/94	244	HORN LAKE CREEK B&I	HORN LAKE CREEK INCEPT EXT	\$110.79.38
016141	0	2/27/93	244	HORN LAKE CREEK B&I	HORN LAKE CREEK SERVICE	\$130.72.15
017430	0	2/27/91	642	HOTEL & RESTAURANT	HEAT PUMP BLUB	\$27.81
00069124	0	2/28/97	10161	HOUQUE & ALEX LAMAR	GOOSE CRAPNET	\$116.00
010141	0	2/27/92	22314	HOWE RICHARD W/VE	THEIRN RESCUE PROJECT	\$4,989.00
013141	0	2/28/94	1166	HUMPHRY PAV	IMPACTOR WATER TIGHTENING FOR OPERATION CERTIFICATION COURSE	\$916.00

Minutes, City of Southaven, Southaven, Mississippi

City of Southern Clains District Warrant # C-CP2014 & W-CP2014									
Invoice #	Client	Vendor #	Vendor Name	Invoice Description	Invoice Amount				
56038400	0	227833	20537	U.C. MC	\$192.24				
46203000	0	227837	20537	U.C. MC	\$2,468.55				
MECH03000	0	227850	988	ICM OF MEMPHIS	\$203.00				
46203000	0	228458	1146	DEAL CHEMICAL	\$520.83				
46203000	0	228458	1146	DEAL CHEMICAL	\$211.75				
46203000	0	228458	1146	DEAL CHEMICAL	\$209.25				
46203000	0	228458	1146	DEAL CHEMICAL	\$207.50				
46203000	0	228458	1146	DEAL CHEMICAL	\$211.75				
46203000	0	228458	1146	DEAL CHEMICAL	\$209.25				
46203000	0	228458	1146	DEAL CHEMICAL	\$207.50				
46203000	0	228458	1146	DEAL CHEMICAL	\$211.75				
46203000	0	228458	1146	DEAL CHEMICAL	\$209.25				
46203000	0	228458	1146	DEAL CHEMICAL	\$207.50				
46203000	0	228458	1146	DEAL CHEMICAL	\$211.75				
46203000	0	228458	1146	DEAL CHEMICAL	\$209.25				
46203000	0	228458	1146	DEAL CHEMICAL	\$207.50				
46203000	0	228458	1146	DEAL CHEMICAL	\$211.75				
46203000	0	228458	1146	DEAL CHEMICAL	\$209.25				
46203000	0	228458	1146	DEAL CHEMICAL	\$207.50				
46203000	0	228458	1146	DEAL CHEMICAL	\$211.75				
46203000	0	228458	1146	DEAL CHEMICAL	\$209.25				
46203000	0	228458	1146	DEAL CHEMICAL	\$207.50				
46203000	0	228458	1146	DEAL CHEMICAL	\$211.75				
46203000	0	228458	1146	DEAL CHEMICAL	\$209.25				
46203000	0	228458	1146	DEAL CHEMICAL	\$207.50				
46203000	0	228458	1146	DEAL CHEMICAL	\$211.75				
46203000	0	228458	1146	DEAL CHEMICAL	\$209.25				
46203000	0	228458	1146	DEAL CHEMICAL	\$207.50				
46203000	0	228458	1146	DEAL CHEMICAL	\$211.75				
46203000	0	228458	1146	DEAL CHEMICAL	\$209.25				
46203000	0	228458	1146	DEAL CHEMICAL	\$207.50				
46203000	0	228458	1146	DEAL CHEMICAL	\$211.75				
46203000	0	228458	1146	DEAL CHEMICAL	\$209.25				
46203000	0	228458	1146	DEAL CHEMICAL	\$207.50				
46203000	0	228458	1146	DEAL CHEMICAL	\$211.75				
46203000	0	228458	1146	DEAL CHEMICAL	\$209.25				
46203000	0	228458	1146	DEAL CHEMICAL	\$207.50				
46203000	0	228458	1146	DEAL CHEMICAL	\$211.75				
46203000	0	228458	1146	DEAL CHEMICAL	\$209.25				
46203000	0	228458	1146	DEAL CHEMICAL	\$207.50				
46203000	0	228458	1146	DEAL CHEMICAL	\$211.75				
46203000	0	228458	1146	DEAL CHEMICAL	\$209.25				
46203000	0	228458	1146	DEAL CHEMICAL	\$207.50				
46203000	0	228458	1146	DEAL CHEMICAL	\$211.75				
46203000	0	228458	1146	DEAL CHEMICAL	\$209.25				
46203000	0	228458	1146	DEAL CHEMICAL	\$207.50				
46203000	0	228458	1146	DEAL CHEMICAL	\$211.75				
46203000	0	228458	1146	DEAL CHEMICAL	\$209.25				
46203000	0	228458	1146	DEAL CHEMICAL	\$207.50				
46203000	0	228458	1146	DEAL CHEMICAL	\$211.75				
46203000	0	228458	1146	DEAL CHEMICAL	\$209.25				
46203000	0	228458	1146	DEAL CHEMICAL	\$207.50				
46203000	0	228458	1146	DEAL CHEMICAL	\$211.75				
46203000	0	228458	1146	DEAL CHEMICAL	\$209.25				
46203000	0	228458	1146	DEAL CHEMICAL	\$207.50				
46203000	0	228458	1146	DEAL CHEMICAL	\$211.75				
46203000	0	228458	1146	DEAL CHEMICAL	\$209.25				
46203000	0	228458	1146	DEAL CHEMICAL	\$207.50				
46203000	0	228458	1146	DEAL CHEMICAL	\$211.75				

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Minutes, City of Southaven, Southaven, Mississippi

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City of Southaven Claims Detail							Page 30 of 40
Month of C-FY2014 & W-FY2014							
Invoice #	Check#	Voucher#	Vendor#	Vendor Name	Invoice Description	Invoice Amt	
14065	0	228497	232	MATHEISON & ASSOC. LLC	ALUMNI SERVICES FOR TEENING CENTER	\$2,475.00	
14527	0	228104	1097	MATHEISON & ASSOC. LLC	COLLEGE RYD W/F SERVICE BUILT	\$345.00	
82717889	0	227200	1097	MATTHEW BENDER & CO	2014-15 CODE SUPPLEMENT	\$289.00	
83186126	0	228294	1092	MATTHEW BENDER & CO	US CODE 2014 CHMTR	\$39.45	
14214	0	227166	16844	MCAHNTIN MARGARET	ART TEACHER	\$105.00	
13817	0	227178	16844	MCAHNTIN MARGARET	ART TEACHER	\$105.00	
14614	0	227881	16844	MCAHNTIN MARGARET	ART TEACHER	\$105.00	
14114	0	227811	16844	MCAHNTIN MARGARET	ART TEACHER	\$105.00	
14314	0	228592	16844	MCAHNTIN MARGARET	ART TEACHER	\$105.00	
14414	0	228596	16844	MCAHNTIN MARGARET	ART TEACHER	\$105.00	
814	0	228591	13302	MCATLIN GLORIA	LIN DANCE CLASS	\$300.00	
152611	0	228591	20470	MCADUTT JASON	UNDESIRABLE 202014 FEE	\$40.00	
102914	0	228185	15393	MCADUTT JASON	PHONE USAGE	\$35.00	
81818181	0	227676	118172	MEDICAL ACCOUNTS REC	ALSO 2014 EMS BILLING T	\$1,817.87	
47053531	0	228383	1183	MEDPHIS LEARNING AND	T PLAN BILLING OF WOVN WHEEL	\$54.81	
47033331	0	227786	1193	MEDPHIS LEARNING AND	WEARING BLOOMERS IN PANTS	\$16.80	
177234	0	227884	8159	ME WUPHS READY LUX	MATERIALS	\$169.00	
19001	0	228655	5935	MEYERSON JIMMY NATHAN	FOOTBALL UNIFORMS	\$470.00	
19004	0	227611	344	METTER SERVICE AND SU	T EAT FOR KENNEDY	\$349.50	
19243	0	228450	344	METTER SERVICE AND SU	344 METTER DRESS	\$2,389.00	
19056	0	227616	344	METTER SERVICE AND SU	344 TIES	\$144.00	

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City of Guilford Claims Dept						Pg 22 of 46
Warrant # C-7-2014 & W-7-2014						
Invoice #	Check#	Vendor#	Vendor Name	Invoice Description	Invoice Amount	
347	0	227732	10178	MISSISSIPPI USSSA	\$2,425.00	
880611	0	227864	18130	MOORE JEREMY	\$320.00	
88063001	0	227743	335	MOORE MEDICAL CORP	\$640.00	
88065131	0	227747	535	MOORE MEDICAL CORP	\$392.42	
080604	0	226573	19333	MS CIVILIER P&A	\$130.00	
08161615	11862	227862	848	MS DEVELOPMENT AUTO	\$6,588.70	
081614	12852	227861	848	MS DEVELOPMENT AUTO	\$4,892.84	
081614	0	227745	966	MS STATE PARK AC ADEN	\$80.00	
700	0	228468	6674	MARVA	\$175.00	
8806147	0	228465	21932	MUNN'S JEREMY	\$332.00	
1001	0	227881	1540	MURPHY & SONS, INC.	\$612.34	
080614	0	229386	18827	MUSICA GAY	\$328.00	
88063	0	227770	1150	NOVA GENLINE PARTS C	\$8.97	
82233	0	227817	1150	NOVA GENLINE PARTS C	\$1.60	
20378	0	227776	1441	NATURE'S EARTH PRODU	\$1,100	
881316	0	227773	1441	NATURE'S EARTH PRODU	\$4,600	
282834	0	227774	1441	NATURE'S EARTH PRODU	\$97.60	
9806471	0	227775	1441	NATURE'S EARTH PRODU	\$97.60	
282837	0	227777	1441	NATURE'S EARTH PRODU	\$68.00	
810	0	228584	1447	NATURE'S EARTH PRODU	\$12.00	
881616	0	203537	883	NATURE'S EARTH PRODU	\$12.00	
880617	0	22864	1447	NATURE'S EARTH PRODU	\$15.00	
880617	0	22864	1447	NATURE'S EARTH PRODU	\$15.00	

Minutes, City of Southaven, Southaven, Mississippi

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 City of Southaven, Claims Docket
 Warrant # C-PF2014_3_WF2014

Invoice #	Check#	Yearcheck #	Vendor #	Vendor Name	Invoice Description	Invoice Amount
171601514	0	220473	7600	OFFICE DEPOT	IT PRINTERS/SUPPLIES	\$294.38
1717207151	0	220482	7600	OFFICE DEPOT	LAPTOP HARDWARE	\$53.88
2241330400	0	227016	7600	OFFICE DEPOT	MAIL ENVELOPES	\$182.25
2218928200	0	227602	7600	OFFICE DEPOT	OFFICE SUPPLIES	\$59.45
725967150001	0	228112	7600	OFFICE DEPOT	OFFICE SUPPLIES	\$116.30
725897180001	0	228110	7600	OFFICE DEPOT	OFFICE SUPPLIES	\$116.30
723144260001	0	227603	7600	OFFICE DEPOT	OFFICE SUPPLIES	\$82.50
729230657001	0	227143	7600	OFFICE DEPOT	OFFICE SUPPLIES	\$54.35
726656200001	0	228113	7600	OFFICE DEPOT	OFFICE SUPPLIES	\$108.36
726897310001	0	227603	7600	OFFICE DEPOT	PRINT BROCHURES	\$128.00
7171331471	0	228100	7600	OFFICE DEPOT	REPORT COVERS	\$118.85
721858082001	0	228102	7600	OFFICE DEPOT	REPORT COVERS	\$21.98
721858082001	0	228102	7600	OFFICE DEPOT	REPORT COVERS	\$21.98
721858082001	0	227144	7600	OFFICE DEPOT	REPORT COVERS	\$44.84
3108	0	228565	22172	OVERALL CHEMICAL CO.	CLEANING OF GYM HALL	\$880.00
3105	0	228569	22172	OVERALL CHEMICAL CO.	CLEANING OF GYM HALL	\$640.00
3107	0	228564	22172	OVERALL CHEMICAL CO.	CLEANING OF COURT	\$300.00
3106	0	228563	22172	OVERALL CHEMICAL CO.	CLEANING OF COURT	\$300.00
3106	0	228563	22172	OVERALL CHEMICAL CO.	CLEANING OF TENNIS CENTER	\$100.00
3106	0	228567	22172	OVERALL CHEMICAL CO.	CLEANING OF TENNIS COMPLEX	\$100.00
3117	0	228510	22172	OVERALL CHEMICAL CO.	CLEANING OF TENNIS COMPLEX	\$100.00

3117-2012-228510 OVERALL CHEMICAL CO. CLEANING OF TENNIS COMPLEX \$100.00

Invoice #	Check#	Vendor#	Vendor Name	Invoice Description	Invoice Amount
3115	0	226864	OVERALL CHEMICAL	CLEANING HALL	\$280.00
3114	0	227760	OVERALL CHEMICAL.COM	OFFICE CLEANING TENNIS CENTER	\$100.00
3113	0	227878	OVERALL CHEMICAL.COM	OFFICE CLEANING COURT	\$350.00
504567	0	226446	OVERHEAD DOOR CO. INC.	REPAIR OF 14' X 24' H	\$495.00
0028114	0	228805	PAIGE AUSTIN DOUGLAS	SCORERS STANDS 11/2 2/20/14	\$10.00
6772743	0	226762	PALETTE	PHONE SERVICE - COURT	\$12.41
6772743	0	226762	PALETTE	PHONE SERVICE - ALARMS	\$127.00
6772743	0	226762	PALETTE	PHONE SERVICE - ALARMS	\$127.00
57731045	131592	227179	PALETTE	PHONE SERVICE - COURT	\$668.11
6528114	0	228306	PAIGE ADRIAN	SCORERS STANDS 11/2 2/20/14	\$160.00
255485	0	228571	PARAMOUNT UNIFORMS R	BLOOD GOLF UNIFORM SERVICES	\$65.00
254142	0	227763	PARAMOUNT UNIFORMS R	GOLF UNIFORMS	\$411.19
254082	0	226647	PARAMOUNT UNIFORMS R	GOLF UNIFORMS	\$411.19
253784	0	226588	PARAMOUNT UNIFORMS R	GOLF UNIFORMS	\$411.19
253705	0	227755	PARAMOUNT UNIFORMS R	GOLF UNIFORMS	\$411.19
253436	0	227758	PARAMOUNT UNIFORMS R	GOLF UNIFORMS	\$411.19
0284020	0	226197	PARAMOUNT UNIFORMS R	UNIFORMS STAFF BLDG	\$1.00
251790	0	227782	PARAMOUNT UNIFORMS R	UNIFORMS STAFF BLDG	\$1.00
254388	0	226585	PARAMOUNT UNIFORMS R	UNIFORMS STAFF BLDG	\$45.00
254319	0	226588	PARAMOUNT UNIFORMS R	UNIFORMS STAFF BLDG	\$45.00
253997	0	227771	PARAMOUNT UNIFORMS R	UNIFORMS STAFF BLDG	\$45.00
253918	0	226588	PARAMOUNT UNIFORMS R	UNIFORMS STAFF BLDG	\$45.00

Minutes, City of Southaven, Southaven, Mississippi

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City of Southaven Crime Desk
Warren C.F.2014 & WFT2014

Invoice #	Check#	Yearlier #	Vendor #	Vendor Name	Invoice Description	Invoice Amt
092814	0	22404	1055	PICKENS ARBAHAM	WUMPEE #12-92/2014	\$767.00
6972655-SP14	0	227190	1071	PINNEY BROTHERS	POSSIBLE MACHINERY - SP14	\$150.00
WST2201	0	224932	10632	PLM EXPRESS, INC	PLM EXP FOR STD	\$175.00
092814	0	224307	10123	PLUMMER ELEVATOR	SCORPIONERS #12-92/2014	\$400.00
092814	0	224309	22241	PLUMMER ELEVATOR	SCORPIONERS #12-92/2014	\$30.00
092814	0	224309	10172	POLYCHECK BRETT	WUMPEE #12-92/2014	\$422.00
092814	0	224304	10183	RAED DON	WUMPEE #12-92/2014	\$353.00
1698	0	22414	6714	REEL NET EROSION CO	ROYALTY PER CONTRACT	\$4,500.00
092817	0	227312	19180	REGIONS EQUIPMENT PL	#601-005053-200 EQUIPMENT FINANCE	\$1,120.91
120330	0	224577	10655	RELIABLE EQUIPMENT	CHASSISWAY CHAIN	\$593.72
120421	0	224318	10665	RELIABLE EQUIPMENT	GATORLINE	\$131.68
150460	0	228378	10665	RELIABLE EQUIPMENT	TRUCK CAP RAMP LOAD ELEV	\$105.00
120284	0	221765	10665	RELIABLE EQUIPMENT	ELDER PILEYMAN FILTERS	\$129.75
092814	0	227754	10665	ROBBINS JANCIE	POCAHONTAS TRUCK	\$130.00
092814	0	224308	21698	ROBERTSON ROBERT	WUMPEE #12-92/2014	\$345.00
092814	0	224309	10641	ROBERTSON EMMILY	CASH BOND REFUND	\$1,750.00
092814	0	224309	10641	ROBERTSON EMMILY	SCORPIONERS #12-92/2014	\$120.00
092814	0	224310	21398	ROBERTSON JESSICA	SCORPIONERS #12-92/2014	\$235.00
092814	0	224304	10665	ROBBINS BRYAN	DAVENPORT TRUCK ROUTE	\$396.00
092814	0	224410	10619	ROCKEY JOSEPH L	LUMPEE #12-92/2014	\$396.00
092814	0	224360	234	SAFETY-CAMP	BAVARIAS WITH LUMPEE	\$120.18
092814	0	227402	254	SAFETY-CAMP	CENTRAL PARK TOWEL SERVICE	\$187.00

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Invoice #	Check #	Vendor #	Vendor Name	Invoice Description	Invoice Amount
115-14	0	227780	SAINT JOYCE W	YOGA INSTRUCTOR	\$25.00
118-14	0	228856	SAINT JOYCE W	YOGA INSTRUCTOR	\$25.00
119-14	0	227812	SAINT JOYCE W	YOGA INSTRUCTOR	\$50.00
0023514	0	229417	SUNNY ROCKERY	APRILS BIRTHDAY	\$480.00
55235	0	227887	SOUTHWEST CENTER	ACROBATIC YOGA LESSONS	\$100.00
135960	0	228773	SOUTHWEST SUPPLY	BRACKET	\$1.00
137120	0	227756	SOUTHWEST SUPPLY	BLANKS/BLACKS GIFT WEL	\$8.07
136412	0	228773	SOUTHWEST SUPPLY	CLEANING SUPPLIES/AMT BLDG	\$50.11
37652	0	228773	SOUTHWEST SUPPLY	FIRST AID KITS	\$1.99
136015	0	227854	SOUTHWEST SUPPLY	TP ROLLER	\$60.54
135180	0	228448	SOUTHWEST SUPPLY	LOCK FOR BATH HOUSE @ MC	\$17.29
136021	0	227753	SOUTHWEST SUPPLY	TOILET BROOM	\$1.65
135813	0	227873	SOUTHWEST SUPPLY	WATERLESS	\$30.63
135831	0	228063	SOUTHWEST SUPPLY	MOTOR TRAILER FEES	\$18.55
135921	0	227809	SOUTHWEST SUPPLY	SOUTHWESTWOODMAN SILVER PROD.	\$166.06
135955	0	228445	SOUTHWEST SUPPLY	TOT LIT PLANT	\$17.98
13597	0	228043	SOUTHWEST SUPPLY	MULTI-USE PLANTS	\$70.70
135944-00	0	227856	SOUTHWEST SUPPLY	POLE CAMP	\$5.55
350015	0	227922	SOUTHWEST SUPPLY	ROCK & CEMENT COVER	\$170.00
350461	0	227850	SOUTHWEST SUPPLY	USE YARD REFLECTION RESIN/CA	\$481.50
0023514	0	223515	SOUTHWEST SUPPLY	1100 GALLON TIRE OIL	\$471.75

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Copy of Southern Claims District Worksheet C-CFY2014 & WCFY2014					Page 44 of 44	
Invoice #	Check#	Voucher#	Vendor#	Vendor Name	Invoice Description	Invoice Amount
TC1000	0	228441	469	IN-STAR COMPANIES	PHONE SERVICES	\$1,384.72
0174069106	0	228443	667	TRUCK RENTALS	TRUCKS FOR SHOP	\$1,217.67
9104	0	228382	22398	TURNHINE JUSTIN	CARWASH TRIMLINE CHEER REBOUND	\$45.00
000104	0	228292	24116	TWEEDY ERIK	SCORPIONER'S RITE AUTOBODY	\$144.00
0002144	0	228211	16123	TWEEDY TREVION	SCORPIONER'S RITE AUTOBODY	\$144.00
1408	0	228106	00851	THE GRILL AND A BICO	PEPPERHAWKS OFFICE CLEANING	\$100.00
27-05-0708	0	228271	852	TIER TECHNOLOGIES	SOFTWARE TRAINING/ONSITE CONSULT	\$1,000.00
665614	0	228278	22315	ULTIMATE HOME AND PA	PAINT COVER & CONCRETE PAID WES	\$1,120.00
2448222	0	227393	19353	UNAB BANK, N.A.	SIMONIS SOUTHWESTERN EX-TRNK	\$30.00
910102	0	228080	1114	UNION AUTO PARTS	3601 BLAKE AND S	\$174.40
229013	0	228013	1114	UNION AUTO PARTS	3002 ADOE	\$10.00
228934450	0	228006	1114	UNION AUTO PARTS	3508 MOTOR & TRANSPORT	\$207.40
22849330	0	228004	1114	UNION AUTO PARTS	3504 TRUCK BODY	\$100.00
9132-06-00	0	228010	1114	UNION AUTO PARTS	3117 POL	\$17.00
228123-00	0	228208	1114	UNION AUTO PARTS	3117 POL/KNIFEPOLES	\$102.20
228203	0	228146	1114	UNION AUTO PARTS	CHEVCO BREAKERS	\$8.00
27-04-00	0	228387	1114	UNION AUTO PARTS	16 ALTRIS BUDS AIRFREIGHT (SHOP)	\$307.41
27-07-05	0	228011	1114	UNION AUTO PARTS	WHEELS FOR SHOP	\$10.00
27-11-05	0	228004	1114	UNION AUTO PARTS	SHOP OIL & 3/4 IN FRETZEE	\$179.37
27-11-05	0	228004	1114	UNION AUTO PARTS	SHOP OIL & WAXON WASH	\$179.37
1621-04-0101	0	227810	11187	UNITED REPAIRS	16E HYDRANT WRENCHES	\$1,500.00
1502-1-01	0	227298	15017	USCARPERS SERVICES, L	TRUCK SERVICES	\$1,500.00

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City of Cambridge, Ohio, Item #

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Waste # C-072014 & WP-2014

Invoice # C-072014 & WP-2014

Invoice #	Check#	Vendor #	Vendor Name	Invoice Description	Invoice Amount
74903	0	227767	UPCHURCH SERVICES, L	HMAC SERVICES	\$210.00
74469	0	227767	UPCHURCH SERVICES, L	HMAC SERVICES	\$210.00
74469	0	227768	UPCHURCH SERVICES, L	HMAC SERVICES	\$435.85
75695	0	227768	UPCHURCH SERVICES, L	HMAC SERVICES	\$435.85
76124-1	0	227764	UPCHURCH SERVICES, L	HMAC SERVICES	\$378.12
75152	0	227765	UPCHURCH SERVICES, L	HMAC SERVICES	\$1,622.00
653280	0	227841	VENTURE TECH	2011 FLEET COMPUTERS	\$42,370.50
666230	0	227842	VENTURE TECH	STYLUS PEN & FOR EMR	\$2,450.00
673179023	12161	228190	VERIZON WIRELESS	SPD AIR CARDS	\$2,657.65
66261	0	228156	ROCK SANITATION	WAPERS WP-2020/2011	\$541.00
2074924	0	228494	MACCON CONSTRUCTION	MATERIALS	\$1,468.01
66261	0	228435	WARTER LADON	WAPERS WP-2020/2014	\$317.00
66261	0	228431	WARTER ROHNE	WAPERS WP-2020/2014	\$278.00
6426121	0	227763	WASTE CONNECTIONS	RECYCLING SERV.	\$6,321.11
10721	0	228030	WASTE PRO	RUBBER COLLECTION	\$69,350.00
66261	0	228433	MELCH HENRY	WAPERS WP-2020/2011	\$12,120.00
6626114	0	228434	WESTERBOOK JAMES	WAPERS WP-2020/2014	\$168.00
66655	0	228539	WATF FIELD	COORDINATE EFFERS WP-2020/2011	\$162.00
66654	0	227768	WATF FIELD	60 WAP 4 HOLES LIGHTING	\$1,951.20
66654	0	227767	WATF FIELD	JANNA'S WATER PUMP ELECTRICAL	\$1,283.76
66654	0	227768	WATF FIELD	LABORERS	\$200.00
66654	0	227767	WATF FIELD	ARENA WIRING	\$200.00
66654	0	227767	WATF FIELD	BREASTPUMP DUCTS	\$185.00

City of Southwestern College District Warrant # C-2014 & W-2014					Page 46 of 46	
Invoice #	Check#	Voucher#	Vendor #	Vendor Name	Invoice Description	Invoice Amount
38383	0	227862	11134	WHITFIELD	ELECTRON SERVICES - LIBRARY	\$551.85
38740	0	228462	11134	WHITFIELD, D.	GENUINE CALL	105.00
38805	0	228531	11134	WHITFIELD	TECHNICAL CENTER LIGHT REPAIR	\$307.39
60208	0	228531	21840	WYLLIE, COLIN	SCOREKEEPERS 9/12-9/20/2014	\$146.00
092814	0	228436	14514	WILLIAMS, BERNARD	UNIFORMS 9/12-9/20/2014	\$322.00
093014	0	228661	616	WILLIAMS, TIM	FOOTBALL UNIFORMS	\$324.00
093014	0	228662	613	WINDSOR, DEB	FOOTBALL UNIFORMS	\$150.00
093014	0	228663	614	WINDSOR, JIM	FOOTBALL UNIFORMS	\$325.00
092814	0	228624	18340	WINSTON, TIMOTHY	SOCCER UNIFORMS	\$50.00
092814	0	228437	22096	WOOD, DONALD C.	SCOREKEEPERS 9/12-9/20/2014	\$159.00
092814	0	228437	349	WORLD CLASS AUTO ETC	FIELD MANT	\$1,416.00
092814	0	228439	11692	WRENCH, DALE	UNIFORMS 9/12-9/20/2014	\$682.00
092814	0	228654	10814	WRIGHT, MICHAEL	SCOREKEEPERS 9/12-9/20/2014	1144.00
092814	0	228436	20735	YANK, STEPHANIE	SCOREKEEPERS 9/12-9/20/2014	\$30.00
092814	0	228437	5676	YOUNG, JENNIFER	WOOD CARPET FOR PLUMB/WHITE PA	\$2,844.00

Total Invoices Paid on this Docket: \$1,799,166.23

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City of Southaven Docket of Claims



Warrant #: C-100714 & W-100714

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City of Southaven Claims Docket
Warrant #: C-100714 & W-100714

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
PAYAPP1-533	0	228484	21319	ARGO CONSTRUCTION CO	MDOT REIMBURSABLE SEWER LINE RELOCATION	\$55,803.00
449260500914	121556	227590	13136	AT&T	COLLEGE RD SCADA DATA LINE	\$49.07
287258370914	121557	227593	1167	AT&T MOBILITY	CELL PHONE - FIRE	\$1,687.84
287255730914	121557	227591	1167	AT&T MOBILITY	COMMAND TRAILER WI-FI	\$41.12
82053880914	121557	227592	1167	AT&T MOBILITY	DATA CARDS FOR SCADA MONITORING	\$104.64
287251660914	121557	227589	1167	AT&T MOBILITY	SCADA DATA CARDS & PHONES	\$221.95
301696640914	121558	227584	1145	ATMOS ENERGY	5813 PEPPERCHASE BLDG B	\$30.96
301741680914	121558	227588	1145	ATMOS ENERGY	8691 NORTHWEST DR	\$172.79
301501820914	121558	227586	1145	ATMOS ENERGY	FIELD OF DREAMS	\$22.73
301501791014	121558	227587	1145	ATMOS ENERGY	FIELD OF DREAMS	\$38.76
301693930914	121558	227583	1145	ATMOS ENERGY	STATION 1	\$151.86
27312	0	227573	22377	AYRES FRANCES		\$113.79
27384	43375	228289	9574	BANK OF NEW ALBANY	BONDS SERIES 2005A AND 2005B PRIN AND INT	\$936,803.70
637411	0	228513	14437	CB RICHARD ELLIS COR	LEASE 00422262-COURT RENT	\$1,287.00
101514	0	228525	2351	COMCAST	3335 PINE TAR ALLEY-09586458907-01-5	\$407.87
111314	0	228490	13339	CREDIT CARD CENTER	DIZZY DEAN CONF NOV 2014	\$2,210.82

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City of Southaven Claims Docket
Warrant #: C-100714 & W-100714

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Invoice #	Check#	Voucher #	Vendor #	Vendor Name	Invoice Description	Invoice Amnt
628502	0	228606	402	CURRY JANITORIAL SER	FBI OFFICE CLEANING	\$425.00
15772	0	228483	12576	D&J'S CLEANING SERV	SPD FLOORS	\$995.00
385	0	228603	7507	DESOTO COUNTY ECONOM	2014 2015 CITY FUNDING DUES	\$34,491.00
PAYAPP6	0	228605	21734	DIXIELAND CONTRACTOR	DEER CREEK DRAINAGE	\$13,027.23
100114	0	228487	17293	JAMES EDWARD T	MACE CONF FUEL-10/15-18/2014	\$160.00
100114	0	228515	20590	MIDGE TTE WILLIAM	OCT 15-17 LAWYER CHALLENGE SIMMS/MERRITT	\$150.00
100114	0	228604	3721	MISSISSIPPI TACTICAL	MEMBERSHIP DUES	\$940.00
21281	0	228489	22087	MS MUNICIPAL LEAGUE	MML DUES 10/1/14-9/30/15	\$14,995.00
5830	0	228526	1206	MS MUNICIPAL WORKERS	WORKERS COMP PREMIUM-10/1/14-9/30/15	\$240,195.00
OCT 12-24	0	228488	22382	NILES B	BNI SCHOOL 4 OFFICERS	\$3,200.00
73070579001	0	228491	7600	OFFICE DEPOT	HEADSET FOR RECEPTIONIST	\$279.12
57658553	121559	227585	7504	PAETEC	PHONE SERVICE AT PEPPERCHASE	\$626.11
27385	43376	228301	1149	PEOPLES BANK, THE	SOUTHAVEN G/O REF 2010 PRINCIPAL	\$380,000.00
27386	43377	228319	1149	PEOPLES BANK, THE	SOUTHAVEN G/O REF 2010 INTEREST	\$31,243.75
27387	43378	228353	1149	PEOPLES BANK, THE	SOUTHAVEN G/O REF 2011 PRIN (ACCT #3201)	\$295,000.00
27388	43379	228376	1149	PEOPLES BANK, THE	SOUTHAVEN G/O REF 2011 INT (ACCT #3201)	\$37,618.75
4005093381	0	228486	801	STERICYCLE INC	EMS WASTE BIN REMOVAL	\$617.04
8920	011	228519	7191	TDL CONTRACTORS ONC	GREENBROOK PARK GIFT SHOP/PAYILLION	\$65,023.23
9731431472	121560	227594	1095	VERIZON WIRELESS	CELL PHONES	\$3,077.00

Total Invoices Paid on this Docket: \$2,121,211.13

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