

Minutes, City of Southaven, Southaven, Mississippi



MEETING OF THE MAYOR AND BOARD OF ALDERMEN SOUTHAVEN, MISSISSIPPI

CITY HALL
November 4, 2014
6:00 p.m.
AGENDA

1. Call To Order
2. Invocation
3. Pledge Of Allegiance
4. Approval Of Minutes: October 21, 2014
5. FY 2014 Audit Services
6. Budget Amendment
7. Municipal Compliance Questionnaire
8. Resolution for 2015 Continuing Disclosure Filing, Resolution Approving Policies and Procedures, Resolution for Providing Questionnaire in Connection with City's Disclosure Requirements
9. Sole Source – Kidde Fire Trainers - SFD
10. Kidde Fire Trainers Service Agreement
11. Request to Purchase APX Radios - SPD
12. Parks and Recreation Beverage Agreement
13. Resolution to Surplus Property – ITEC Dept.
14. Resolution for Settlement and Surplus of Utility Truck
15. Amendment to Utility Term Bid
16. Resolution Granting Authority To Clean Private Property
17. Planning Agenda
18. Mayor's Report
19. Citizen's Agenda
20. Personnel Docket
21. City Attorney's Legal Update
22. Old Business
23. Claims Docket
24. Executive Session

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 November 4, 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 4th day of November, 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 (By Teleconference)
Scott Ferguson	Alderman, Ward 5
Raymond Flores	Alderman, Ward 6

Absent were:

Joel Gallagher	Alderman, Ward 4
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Also present were Mayor Musselwhite, Sheila Heath, City Clerk, Andrea Mullen, Assistant City Clerk and Nick Manley, City Attorney. Approximately fifty (50) other people were present.

Mayor Musselwhite called the meeting to order. Alderman Kelly led in prayer, followed by the Pledge of Allegiance led Alderman Ferguson. Next, a motion was made by Alderman Brooks to approve the minutes of the regular meeting of October 21, 2014 with any corrections, deletions, or additions necessary. There being none the motion was seconded by Alderman Flores. Motion was put to a vote and passed unanimously.

FY 2014 AUDIT SERVICES

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

Mr. Wilson stated that this is a letter of engagement with William, Pitts and Beard to perform the FY2014 audit. Alderman Flores made a motion to accept the letter of engagement. Motion was seconded by Alderman Ferguson. Motion was put to vote and passed unanimously.

A copy of the letter of engagement is attached to these minutes.

BUDGET AMENDMENT

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

Mr. Wilson stated that this budget amendment reflects the sale of the Performing Arts Center and expensing it out to pay the building balance and the remainder be placed into the Park Improvements budget. Alderman Brooks made the motion to approve the budget amendment. Motion was seconded by Alderman Flores.

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Roll Call 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: ABSENT
Alderman Scott Ferguson	Voted: YES
Alderman Raymond Flores	Voted: YES

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried on the 4th day of November, 2014.

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

MUNICIPAL COMPLIANCE QUESTIONNAIRE

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

Mr. Wilson stated that this questionnaire is a standard form required by the state requesting information in regards to the City's policies and procedures as it relates to the budget, finance, and purchasing. Mr. Wilson stated that the questionnaire needs approval in order to begin the FY2014 audit. Alderman Flores made the motion to approve the Municipal Compliance Questionnaire. Motion was seconded by Alderman Ferguson. Motion was put to vote and passed unanimously.

A copy of the municipal compliance questionnaire is attached to these minutes.

RESOLUTION FOR 2015 CONTINUING DISCLOSURE FILING, RESOLUTION APPROVING POLICIES AND PROCEDURES, RESOLUTION FOR PROVIDING QUESTIONNAIRE IN CONNECTION WITH CITY'S DISCLOSURE REQUIREMENTS

The Mayor and Board of Aldermen (the "Governing Body") of the City of Southaven, Mississippi (the "City") took up for consideration the matter of establishing appropriate policies and procedures regarding continuing disclosure obligations and thereupon Alderman Brooks offered and moved for the adoption of the following resolution:

**RESOLUTION OF THE MAYOR AND BOARD OF
ALDERMEN OF THE CITY OF SOUTHAVEN,
MISSISSIPPI (THE "CITY") AUTHORIZING THE
EMPLOYMENT OF PROFESSIONALS IN CONNECTION
WITH THE CITY'S ANNUAL CONTINUING
DISCLOSURE FILING REQUIREMENT PURSUANT TO
RULE 15C2-12, AS AMENDED FROM TIME TO TIME;
AUTHORIZING AND APPROVING THE FORM OF A
MUNICIPALITIES CONTINUING DISCLOSURE
COOPERATION INITIATIVE QUESTIONNAIRE (THE
"QUESTIONNAIRE") AND THE FILING OF THE**

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QUESTIONNAIRE WITH THE SECURITIES AND EXCHANGE COMMISSION; AUTHORIZING AND APPROVING THE FORM OF AND ADOPTION OF POLICIES AND PROCEDURES FOR CONTINUING DISCLOSURE/SEC RULE 15C2-12 COMPLIANCE; AND FOR RELATED PURPOSES.

WHEREAS, pursuant to Securities and Exchange Commission Rule 15c2-12, as amended from time to time (the "Rule"), the City is required to provide on an annual basis certain financial information and operating data to the Municipal Securities Rulemaking Board (the "MSRB") through the MSRB's Electronic Municipal Market Access system at www.emma.msrb.org ("EMMA"), in the electronic format then prescribed by the Securities and Exchange Commission (the "SEC") (the "Required Electronic Format") pursuant to the Rule (the "Annual Filing");

WHEREAS, the Governing Body finds it is in the best interest of the City to authorize the law firm of Butler Snow LLP, Ridgeland, Mississippi to serve as dissemination agent and to prepare and distribute all necessary documents in connection with the City's Annual Filing and to approve the form of the engagement letter in connection with the City's Annual Filing;

WHEREAS, the Municipalities Continuing Disclosure Cooperation Initiative (the "Initiative") was created by the SEC to encourage self-reporting by issuers of possible violations related to potential misrepresentations in offering documents concerning an issuer's prior compliance with continuing disclosure obligations through the filing of a Municipalities Cooperation Initiative Questionnaire for Self-Reporting Entities (the "Questionnaire");

WHEREAS, the Governing Body finds it is in the best interest of the City to participate in the Initiative and to approve the form/forms of the Questionnaire and to authorize the law firm of Butler Snow LLP, Ridgeland, Mississippi as special counsel to the City to submit the Questionnaire to the SEC and to approve the form of the engagement letter in connection with submission of the Questionnaire to the Initiative; and

WHEREAS, the Governing Body finds it is in the best interest of the City to monitor post issuance compliance in connection with the City's outstanding bond obligations and pursuant to the City's continuing disclosure agreements/certificates executed in connection with the City's outstanding bond obligations and to approve the form of and execution of the Policies and Procedures For Continuing Disclosure/SEC Rule 15c2-12 Compliance (the "Policy"), to be dated as of the date of this resolution.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Southaven, Mississippi, acting for and on behalf of the City, as follows:

SECTION 1. That the Governing Body of the City hereby employs the law firm of Butler Snow LLP to serve as dissemination agent and to compile the necessary information, with the assistance of the City, in connection with the City's Annual Filing, and the Mayor, the Chief Administrative Officer and/or the City Clerk of the City are hereby authorized and directed to execute and deliver the engagement letter, attached hereto as **EXHIBIT A**.

SECTION 2. The Governing Body of the City hereby approves the participation in the Initiative and the form of the Questionnaire and the Mayor, the

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Chief Administrative Officer and/or the City Clerk of the City are hereby authorized and directed to execute said Questionnaire on behalf of the City, which said Questionnaire shall be in substantially the form attached hereto as **EXHIBIT B**, with such completions, changes, insertions and modifications as shall be approved by the officers executing and delivering the same.

SECTION 3. The Governing Body of the City hereby employs the law firm of Butler Snow LLP to serve as special counsel to the City in connection with the participation in the Initiative, and the Mayor, the Chief Administrative Officer and/or the City Clerk of the City are hereby authorized and directed to executed and deliver the engagement letter, attached hereto as **EXHIBIT C**. The Governing Body of the City hereby authorizes the Chief Administrative Officer and the City Attorney to assist Butler Snow LLP in connection with the participation in the Initiative.

SECTION 4. Butler Snow, LLP, Ridgeland, Mississippi and/or the Chief Administrative Officer of the City are hereby authorized and approved to submit the Questionnaire and/or Questionnaires for and on behalf of the City on or before December 1, 2014 to the SEC.

SECTION 5. The form of the Policy is hereby approved, and the Mayor and the City Clerk of the City are hereby authorized and directed to execute said Policy on behalf of the City. All provisions of the Policy, when executed as authorized herein, shall be incorporated herein, and shall be deemed to be a part of this Resolution fully and to the same extent as if separately set out verbatim herein, which said Policy shall be in substantially the form attached hereto as **EXHIBIT D**, with such completions, changes, insertions and modifications as shall be approved by the officers executing and delivering the same.

SECTION 6. The Mayor, Chief Administrative Officer and/or City Clerk or any other authorized officer of the Governing Body, be, and they are hereby authorized and directed for and on behalf of the City, to take any and all such actions as may be required by the City to carry out and to give effect to the aforesaid documents authorized pursuant to this resolution and to execute all papers, documents, certificates and other instruments that may be required for the carrying out of the authority conferred by this resolution in order to evidence said authority.

SECTION 7. All orders, resolutions or proceedings of the Governing Body in conflict with any provision hereof shall be, and the same are hereby repealed, rescinded and set aside, but only to the extent of such conflict. For cause, this resolution shall become effective upon the adoption hereof.

Following further discussion of the foregoing Resolution, Alderman Kelly seconded the motion for its adoption and the question being put 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: ABSENT

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Alderman Scott Ferguson Voted: YES
Alderman Raymond Flores Voted: YES

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted, on this the 4th day of November, 2014.

EXHIBIT A

DISSIMINATION AGENT ENGAGEMENT LETTER

EXHIBIT B

FORM OF QUESTIONNAIRE

EXHIBIT C

SPECIAL COUNSEL ENGAGEMENT LETTER

EXHIBIT D

POLICY

Exhibits A, B, C, and D are attached to these minutes.

SOLE SOURCE – KIDDIE FIRE TRAINERS – SFD **KIDDIE FIRE TRAININERS SERVICE AGREEMENT**

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

Mr. Manley stated that the Southaven Fire Department requested approval to use Kiddie Fire Trainers, a Sole Source Provider, for maintenance service of their burn props. Mr. Manley stated that Kiddie Fire Trainers has the proprietary software for this type of maintenance. The cost of the service is \$15,109.00 per

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year and is included in the FY 2015 Budget. Alderman Kelly made the motion to approve Kiddie Fire Trainers as the Sole Source Provider for the Southaven Fire Department and authorize Mayor Musselwhite to enter into a service agreement. Motion was seconded by Alderman Beshears. Motion was put to vote and passed unanimously.

A copy of the Sole Source justification letter is attached to these minutes.

REQUEST TO PURCHASE APX RADIOS – SPD

Steve Pirtle, Deputy Chief, presented this item to the Board.

Deputy Chief Pirtle requested authorization to purchase twenty three (23) Motorola APX radios for \$74,951.25 to replace older radios that will not function when the changeover of the new radio system occurs in 2015. Deputy Chief Pirtle stated that due to negotiations by the Mississippi Wireless Communication Commission and the Desoto County 911 commission, a \$10,000.00 discount was applied and the purchase amount is below state contract pricing. Alderman Ferguson made the motion to approve the request to purchase the APX Radios for the Southaven Police Department. Motion was seconded by Alderman Flores. Motion was put to vote and passed unanimously.

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

PARKS AND RECREATION BEVERAGE AGREEMENT

Wesley Brown, Parks Director, presented this item to the Board.

Mr. Brown stated that this is a five (5) year agreement with Pepsi Beverage Company that shall commence on January 1, 2015 and terminate on December 31, 2020. Mr. Brown stated that in five (5) years, Pepsi Beverage Company has projected \$236,000.00 in revenue for the City, agreed to \$55,000.00 in free equipment, \$1,000.00 in products for Springfest, promotional materials, and a concessions trailer. Alderman Brooks made the motion to approve the beverage agreement with Pepsi Beverage Company. Motion was seconded by Alderman Ferguson. Motion was put to vote and passed unanimously.

A copy of the agreement is attached to these minutes.

RESOLUTION TO SURPLUS PROPERTY – ITEC DEPARTMENT

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI DECLARING SURPLUS PROPERTY

WHEREAS, the City of Southaven Information Technology Department is presently in possession of a variety of property attached hereto as Exhibit A, which is outdated, not useful or cost effective due to the storage and maintenance costs; and

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WHEREAS, pursuant to Mississippi Code 17-25-25, it has been recommended to the Mayor and Board of Aldermen that the property as set forth in Exhibit A be declared as surplus and sold and/or disposed of as appropriate and in accordance with Mississippi Code 17-25-25, and removed from the fixed assets inventory; and

WHEREAS, the Mayor and Board of Aldermen are desirous of disposing of such property and amending, its fixed assets inventory pursuant to State guidelines; 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 property listed in Exhibit A be hereby declared as surplus property due to the fact that the property is outdated, not useful or cost effective due to the storage and maintenance costs.
2. The City Clerk, or her designee, is hereby authorized and directed to follow Mississippi Code 17-25-25 for the disposition of the property in Exhibit A.

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

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

RESOLVED AND DONE this 4th day of November, 2014.

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Having received a majority of affirmative votes, the Mayor declared that the Resolution was carried and adopted as set forth above on this the 4th day of November, 2014.

CITY OF SOUTHAVEN, MISSISSIPPI

RESOLUTION FOR SETTLEMENT AND SURPLUS OF UTILITY TRUCK

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI DECLARING SURPLUS PROPERTY AND SETTLING CLAIM

WHEREAS, the City of Southaven ("City") Utility Department is presently in possession of a vehicle, 2007 Chevrolet Silverado, VIN# 1GCEC14C77513338, Title Number E551263, and mileage in the approximate amount of 4875 ("Vehicle"), which is inoperable due to an incident on October 21, 2014; and

WHEREAS, pursuant to Mississippi Code 17-21-21, the City has the power to file a claim for the incident as the City was not at fault; and

WHEREAS, the City Mayor and Board of Aldermen are desirous of settling the claim with Progressive Insurance in the amount of \$11,559.37 and disposing of such Vehicle to Progressive; 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 claim of the City against Progressive be settled in the amount of \$11,559.37 and the salvaged portion of the Vehicle be hereby granted to Progressive Insurance Company.
2. The City Mayor, or his designee, is hereby authorized and directed to take all actions, including the transfer of the Vehicle, for the disposition of the Vehicle in settlement of the claim and all other actions to effectuate the intent of this Resolution.

Motion was made by Alderman Flores and seconded by Alderman Kelly, for the adoption of the above and foregoing Resolution, and the question being

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put to a roll call vote, 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: ABSENT

Alderman Scott Ferguson voted: YES

Alderman Raymond Flores voted: YES

RESOLVED AND DONE, this 18th day of November, 2014.

AMENDMENT TO UTILITY TERM BID

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

Mr. Manley stated that the Utility term bid is set to expire in July 2015. The amendment provides for indemnification, assignment type clauses, and insurance provisions. Alderman Flores made the motion to approve the amendment and allow Mayor Musselwhite to sign. Motion was seconded by Alderman Beshears.

Roll Call 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: ABSENT
Alderman Scott Ferguson	Voted: YES
Alderman Raymond Flores	Voted: YES

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried on the 4th day of November, 2014.

A copy of the amendment is attached to these minutes.

RESOLUTION GRANTING AUTHORITY TO CLEAN PRIVATE PROPERTY

RESOLUTION GRANTING AUTHORITY TO CLEAN PRIVATE PROPERTY

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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: **821 Charter Oak Drive**, 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, November 4, 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, November 4, 2014**, to voice objection or to offer a defense.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Mayor and Board of Alderman of the City of Southaven, Mississippi, that the above described parcel of land located at: **821 Charter Oak Drive** 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	ABSENT
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 **4th day of November, 2014**.

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PLANNING AGENDA

No Planning Agenda

MAYOR'S REPORT

- Mayor Musselwhite reminded everyone that the Veteran's Day Luncheon will be on November 11, 2014 and to contact Kristi Faulkner to make reservations.
- Mayor Musselwhite reported that Ferrell Paving, Inc. was the lowest and best bid in the amount of \$6,921,861.86 for the Getwell Road Widening Project.

RESOLUTION OF CITY OF SOUTHAVEN AWARDING BID FOR GETWELL ROAD WIDENING

WHEREAS, the City of Southaven ("City") in conjunction with the Mississippi Department of Transportation ("MDOT") previously advertised to receive construction bids for the Getwell Road Widening Project ("Project"); and

WHEREAS, the bids were received and examined on October 30, 2014 at City Hall; and

WHEREAS, after review of the bids, Ferrell Paving, Inc. ("Ferrell") was the low bid in the amount of Six Million, Nine Hundred Twenty One Thousand Dollars Eight Hundred Sixty One Dollars and 86/100 (\$6,921,861.86); and

WHEREAS, the City notes that federal aid, via funds from the federal government, will be utilized for the Project and pursuant to 23 CFR 635, Section 635.110, a federal aid project does not require a Mississippi State Board of Contractors Certificate of Responsibility; thus, the contract and bid documents did not require a Certificate of Responsibility number for the contractor or that a Certificate of Responsibility number be written on the outside of the envelope containing the bid; and

WHEREAS, the MDOT instructions for advertising and bidding this Project noted that bidding procedures on a nondiscriminatory basis must be afforded to all qualified bidders regardless of State boundaries and a license or certificate cannot be required that would restrict competition, or prevent submission of a bid or prohibit consideration of a bid submitted by any responsible contractor, whether resident or nonresident of Mississippi; and

WHEREAS, despite the fact that the Certificate of Responsibility number was not required to be provided by Ferrell on the front of the envelope provided by Ferrell containing its bid for the Project or that a Certificate of Responsibility is even required by Ferrell for this Project, Ferrell, pursuant to Mississippi Code 31-3-21, provided the numerical portion of its Mississippi Certificate of Responsibility number on the front of the envelope containing its bid and its classifications; and

NOW THEREFORE, be it resolved as follows:

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1. Based on the review of the specifications whereby the City, in conjunction with MDOT, advertised for the Project, the City hereby finds that a Mississippi State Board of Contractors Certificate of Responsibility number was not required to bid on the Project or be included on the outside of the envelope containing the bid and despite this, Ferrell has a Mississippi State Board of Contractors Certificate of Responsibility number and pursuant to Mississippi Code 31-3-21, the actual numerical portion of the Mississippi State Board of Contractors Certificate of Responsibility number was included on the front of the Ferrell's envelope containing its bid, along with Ferrell's classifications and the City hereby awards the bid to Ferrell in the amount of \$6,921,861.86 for the Project.

2. Further the City makes the award in the amount of \$6,921,861.86 to Ferrell contingent upon MDOT concurrence.

3. Furthermore, as the Mississippi Supreme Court has noted when the discretion is exercised by a Board for awarding bids, the courts will not interfere. *Parker Bros. v. Crawford*, 219 Miss. 199, 209, 68 So.2d 281 (1953).

3. The Mayor or his designee is authorized to execute all documents and purchase orders and other documentation required in order to effectuate the intent of this Resolution.

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

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

RESOLVED AND DONE, this 4th day of November, 2014.

- Mayor Musselwhite stated that after receiving professional recommendations from multiple engineering consultants to improve drainage, the City of Southaven wants to hear any objections before executing plans to remove the bridge over Horn Lake Creek "Lateral D" on Plum Point Avenue near Airways Road. This proposed closing would only close the road at the bridge and Plum Point Avenue would still be functional from Elmore to the creek on the east side and Airways to the creek on the west side. This is part of a larger plan to reduce the risk of flooding for the Plum Point subdivision residents as the creek will be cleaned and enlarged. The removal of the bridge will allow optimum drainage flow in the area. The City has verified that this project will not jeopardize the ability to provide Police, Fire, and EMS protection to the community and traffic studies have already been completed to verify

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that problems would not be created in this area as well. Signs are posted at the proposed site and citizens are encouraged to express any reservations to the City by phone, email, or attendance at the November 4th and November 18th Board meetings at 6:00 PM.

- Mayor Musselwhite stated that Manza Wright with the Parks Department has been authorized to take a City vehicle home in order to open and close Cherry Valley Park for the Youth Football.

CITIZEN'S AGENDA

- Dean Bryant stated that he resides at 5435 Plum Tree Drive and welcomes the idea of removing the bridge on Plum Point Avenue and revert it back to a dead end street.
- Gary Burchfield stated that he resides at 5395 Plum Tree Drive and he and his family are also in favor of removing the bridge on Plum Point Avenue. Mr. Burchfield stated that it is a safety issue because of people driving at high rates of speed and running the stop signs.
- Donna Evans, on behalf of North Creek Apartments, stated that they were notified by the Southaven Planning Department that proper procedures were not followed when they painted the North Creek Apartments. Ms. Evans stated that the owners did not realize that they had missed a step by going before the Planning and Development Office prior to moving forward. Ms. Evans stated that three colors were used and made the request to keep the lightest grey color. Whitney Choat-Cook, Planning Director, stated that the original guidelines were to use earth tone colors.

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI DENYING VARIANCE OF LING LINKS, LLC

WHEREAS, as part of an overall Planned Unit Development ("PUD"), the City of Southaven ("City") Design Review Board on July 10, 2001, previously approved the Apartments at Northcreek Golf Community ("Northcreek") to maintain a color scheme consisting of light buff brick and light taupe wall; and

WHEREAS, Ling Links, LLC ("Ling") altered this requirement at Northcreek and used several bright colors, which is not consistent with the previous approval of the City as noted above; and

WHEREAS, the City notified Ling of the violation via correspondence dated August 4, 2014; and

WHEREAS, by altering the coloring scheme as previously approved by the City Design Review Board, Ling has not complied with the PUD or the City Design Review Board requirements as noted above; and

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WHEREAS, based on the violation, Ling had a representative appear in front of the City Board to request a variance from the color scheme requirement; and

WHEREAS, the Board heard and considered the variance request from Ling and noted City Code of Ordinances at Title XIII, Chapter 2, Section 13-2(c)(a), which states that "[i]n case any building or structure is.....altered...in violation of this title, the proper authorities, in addition to other remedies, may institute any appropriate action or proceedings to prevent such unlawful erection, construction, reconstruction, alteration, repair, conversion, maintenance or use, to restrain, correct or abate such violation, to prevent the occupancy of the building, structure or land or to prevent any illegal act, conduct, business or use in or about such premises. enforce Title XIII of the City Ordinances by instituting appropriate action, including revocation of the permit to prevent;" and

WHEREAS, the Board further noted that City Code of Ordinances at Title XIII, Chapter 2, Section 13-2(c)(b) states that "any person, firm or corporation who shall knowingly and willfully violate the terms, conditions, or provisions of this title, or fails to maintain any approved plans shall be considered in violation of this title and will be subject to fines according to state law, stop work orders for development and/or a revocation of privilege licensing and certificate of occupancies;" and

WHEREAS, the Laws of the State of Mississippi, Section 17-1-1 to 17-1-27, inclusive, of the Mississippi Code of 1972, annotated, as amended, empower the City to enact a Zoning Ordinance and to provide for its administration, enforcement and amendment; and

WHEREAS, based on Ling's violation of the PUD and design review requirements and in consideration of the City's Code of Ordinances and applicable state law, the City hereby denies Ling's variance request; and

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

1. Based on the violation by Ling, the City Board denies the variance request.
2. The Board finds that the color scheme as set forth by the PUD, via the approval of the City Design Review Board on July 10, 2001 was to be light buff brick and light taupe wall and Ling violated the color scheme and must now remedy the color scheme so that the colors are consistent with the previous approved colors.
3. The Board finds that the colors used by Ling not only violated the PUD and City Design Review Board requirements, but also, do not protect the City's comprehensive plan by conserving and protecting property and property values in the neighborhood.
4. The Board, based on its authority, including, but not limited to City Code of Ordinances at Title XIII, Chapter 2, Section 13-

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2(c), as set forth above, and the Boards authority pursuant to Mississippi Code Ann. Sections 21-17-5 for its authority to adopt ordinances with respect to City property including the adoption of all lawful orders, resolutions or ordinances with respect to municipal affairs, property, and finances, and to alter, modify, and repeal such orders, resolutions or ordinances hereby denies the variance request by Ling.

5. The Board's denial of the variance by Ling is based on the presentation to the Board by Ling's representative on November 4, 2014 where the City Board considered the matter and made findings of fact. The Board notes that the standard of review in zoning cases is whether the action of the board or commission was arbitrary or capricious and whether it was supported by substantial evidence. "Thus, zoning decisions will not be set aside unless clearly shown to be arbitrary, capricious, discriminatory, illegal or without substantial evidentiary basis. There is a presumption of validity of a governing body's enactment or amendment of a zoning ordinance and the burden of proof is on the party asserting invalidity. Where the point at issue is "fairly debatable," the Courts will not disturb the zoning authority's action." *Drews v. City of Hattiesburg*, 904 So. 2d 138, 140 (Miss. 2005) *See also Mayor & Bd. of Aldermen, City of Clinton v. Welch*, 888 So. 2d 416, 419 (Miss. 2004) ("[A]ctions of a deliberative body such as the Mayor and Board of Aldermen will not be set aside unless found to be arbitrary and capricious."). The Mississippi Supreme Court has further noted that "unlike decisions to zone or re-zone, which are legislative in nature, decisions on request for special exceptions are adjudicative, and a reviewing court subjects such decisions to the same standard as is applied to administrative agency adjudicative decisions." Therefore, any appeal of the Board's decision with regard to the denial of the variance to Ling is subject to the following standard of review: the decision of an administrative agency is not to be disturbed unless the agency order was unsupported by substantial evidence; was arbitrary or capricious; was beyond the agency's scope or powers; or violated the constitutional or statutory rights of the aggrieved party. *Mayor & Bd. of Aldermen, City of Town of Prentiss v. Jefferson Davis County*, 874 So. 2d 962, 964 (Miss. 2004).

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

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

Minutes, City of Southaven, Southaven, Mississippi

RESOLVED AND DONE this 4th day of November, 2014.

Having received a majority of affirmative votes, the Mayor declared that the Resolution was carried and adopted as set forth above on this the 4th day of November, 2014.

CITY OF SOUTHAVEN, MISSISSIPPI

PERSONNEL DOCKET

Personnel
Docket
November
04, 2014

<u>Payroll</u> <u>Additions</u>	<u>Position</u>	<u>Department</u>	<u>Start Date</u>	<u>Rate of Pay</u>
Kristen Parrott	Patrol Officer I	Police - 211	TBD	\$16.91
Kevin McCarthy	Patrol Officer I	Police - 211	TBD	\$16.91
Nathaniel Lewis	Patrol Officer I	Police - 211	TBD	\$16.91
Joel Rich	Patrol Officer I	Police - 211	TBD	\$16.91
William McNeill	P/T Golf Course	Parks and Recreation - 411	November 5, 2014	\$9.44
Robert Robinson	Dispatcher 1	Communications	TBD	\$18.08
Holly Veach	Dispatcher 1	Communications	TBD	\$18.08
Joshua Smith	Dispatcher 1	Communications	TBD	\$18.08
Kristi Kerr	Dispatcher 1	Communications	TBD	\$18.08
Celeste Box	Dispatcher 1	Communications	TBD	\$18.08

<u>Payroll</u> <u>Adjustments</u>	<u>Previous</u> <u>Classification</u>	<u>New</u> <u>Classification</u>	<u>Effective</u> <u>Date</u>	<u>Proposed</u> <u>Rate of Pay</u>
Terry Locke	F/T Golf Course	No Change	10/20/2014	\$12.75

<u>Employee</u> <u>Name</u>	<u>Department</u>	<u>Action Taken</u>	<u>Effective</u> <u>Date</u>	<u>With/Without</u> <u>Pay</u>
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<u>Payroll</u> <u>Deletions</u>	<u>Position</u>	<u>Department</u>	<u>Termination</u> <u>Date</u>	<u>Rate of Pay</u>
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Minutes, City of Southaven, Southaven, Mississippi

Alderman Brooks made the motion to approve the Personnel Docket of November 4, 2014, 2014 as presented to this Board. Motion was seconded by Alderman Flores. The motion was put to vote and passed unanimously.

CITY ATTORNEY’S LEGAL UPDATE

No Legal Update

OLD BUSINESS

No Old Business

CLAIMS DOCKET

A motion was made by Alderman Brooks to approve the FY 2014 Claims Docket of November 4, 2014, including demand checks and payroll in the amount of \$139,583.34. Motion was seconded by Alderman Flores.

Excluding voucher numbers:

229510, 229545, 229567, 229568, 229597, 229621, 229683, 229684, 229707, 229709, 229710, 229711, 229714, 229715, 229716, 229718, 229720, 229841, 229877, 229889, 229926, 229946, 229978, 229996, 230096, 230104.

Roll call was as follows:

ALDERMAN	VOTED
Alderman Brooks	YES
Alderman Kelly	YES
Alderman Beshears	YES
Alderman Payne	YES
Alderman Gallagher	ABSENT
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 4th day of November, 2014.

A motion was made by Alderman Brooks to approve the FY 2015 Claims Docket of November 4, 2014, including demand checks and payroll in the amount of \$2,356,175.75. Motion was seconded by Alderman Ferguson.

Roll call was as follows:

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

Minutes, City of Southaven, Southaven, Mississippi

Alderman Gallagher	ABSENT
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 4th day of November, 2014.

EXECUTIVE SESSION

A motion was made by Alderman Brooks to move for a closed determination of the issue on whether or not to declare an Executive Session. Motion was put to vote and passed unanimously. Alderman Brooks made the motion to go into Executive Session for the purpose of discussing the purchase and lease of City Property. Motion was seconded by Alderman Ferguson. Motion was put to a vote and passed unanimously by the raise of hands.

Alderman Brooks made the motion to authorize the purchase of the building located at 1855 Veterans Drive for \$210,000.00 to be used for municipal purposes. Motion was seconded by Alderman Beshears.

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

The Mayor and Board of Aldermen of the City of Southaven, Mississippi (the "City"), considered the matter of purchasing a certain tract of real estate known as 1855 Veterans Drive, Southaven, DeSoto County, Mississippi, together with all improvements, fixtures, equipment and structures thereon (the "Property").

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

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

WHEREAS, FTL Properties, LLC, a Louisiana limited liability company, ("Seller") currently owns the Property; and

WHEREAS, the City desires to buy the Property for municipal purposes; and

WHEREAS, Seller desires to sell the Property to the City for Two Hundred Ten Thousand Dollars and 00/100 (\$210,000.00); and

Minutes, City of Southaven, Southaven, Mississippi

WHEREAS, the City, pursuant to Mississippi Code 43-37-3, obtained an appraisal for the Property and desires to purchase the Property in accordance with Mississippi Code 43-37-3(1)(c)(i); and

WHEREAS, the City, under its powers set forth in Mississippi Code 21-17-1, authorizes the purchase of the Property in the amount of \$210,000.00; and

NOW, THEREFORE, BE IT RESOLVED, that the City approves the purchase of the Property in the amount of \$210,000.00; and

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

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

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

RESOLVED AND DONE, this 4th day of November, 2014.

Mayor Musselwhite called the meeting back to order.

There being no further business to come before the Board of Aldermen, a motion was made by Alderman Ferguson to adjourn. Motion was seconded by Alderman Brooks. Motion was put to a vote and passed unanimously, November 4, 2014 at 7:15 p.m.

Darren Musselwhite,
Mayor

Sheila Heath, City Clerk

(Seal)

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Minutes, City of Southaven, Southaven, Mississippi



WILLIAMS · PITTS · BEARD, PLLC
CERTIFIED PUBLIC ACCOUNTANTS

DANNY L. WILLIAMS
JERRY W. PITTS
REBECCA A. BEARD
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HERNANDO, MISSISSIPPI 38632
662-429-4436
662-429-4438 FAX

October 21, 2014

To the Board of Aldermen and Management
City of Southaven, Mississippi
8710 Northwest Drive
Southaven, MS 38671

We are pleased to confirm our understanding of the services we are to provide City of Southaven, Mississippi for the year ended September 30, 2014. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of City of Southaven, Mississippi as of and for the year ended September 30, 2014. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Southaven, Mississippi's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Southaven, Mississippi's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary Comparison Schedule.

We have also been engaged to report on supplementary information other than RSI that accompanies City of Southaven, Mississippi's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole.

- 1) Schedule of expenditures of federal awards.
- 2) The combining and individual nonmajor fund financial statements presented with CAFR.

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

- 1) Schedule of surety bonds for municipal officials.
- 2) Introductory and statistical section presented with CAFR.

Member American Institute of Certified Public Accountants, Mississippi Society of Certified Public Accountants,
Licensed in Mississippi and Tennessee.

W W W . W I L L I A M S A N D P I T T S . C O M

Minutes, City of Southaven, Southaven, Mississippi

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The OMB Circular A-133 report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such opinions. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

Management Responsibilities

Management is responsible for the financial statements, schedule of expenditures of federal awards, and all accompanying information as well as all representations contained therein. Management is also responsible for identifying all federal awards received and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the requirements of OMB Circular A-133. As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards, and related notes. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Minutes, City of Southaven, Southaven, Mississippi

Management is responsible for (a) establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (b) following laws and regulations; (c) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (d) ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan.

You are responsible for preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with OMB Circular A-133. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with OMB Circular A-133; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with OMB Circular A-133; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the

Minutes, City of Southaven, Southaven, Mississippi

supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to

Minutes, City of Southaven, Southaven, Mississippi

preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Southaven, Mississippi's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of City of Southaven, Mississippi's major programs. The purpose of these procedures will be to express an opinion on City of Southaven, Mississippi's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits. We will provide copies of our reports to the City of Southaven, Mississippi; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Williams, Pitts, & Beard, PLLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Williams, Pitts & Beard, PLLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the

Minutes, City of Southaven, Southaven, Mississippi

aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the oversight agency for audit. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit within two weeks of receiving your financial statement and supporting documentation for the fiscal year end and to issue our reports no later than ninety days after that date. Rebecca A. Beard is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$42,500. The financial statement assistance, however, will be billed at an hourly fee ranging from \$80 to \$140 per hour. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2012 peer review report accompanies this letter.

We appreciate the opportunity to be of service to City of Southaven, Mississippi and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Williams, Pitts & Beard, PLLC

Williams, Pitts, and Beard, PLLC

RESPONSE:

This letter correctly sets forth the understanding of City of Southaven, Mississippi.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

Minutes, City of Southaven, Southaven, Mississippi



The Pinnacle at Jackson Place
190 E. Capitol Street, Suite 500
Jackson, MS 39201-2190
601.948.6700 Fax 601.948.6000 www.bkd.com

SYSTEM REVIEW REPORT

To the Members of
Williams, Pitts & Beard, PLLC
and the
Peer Review Committee of the Mississippi Society of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Williams, Pitts & Beard, PLLC (the Firm) in effect for the year ended December 31, 2011. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The Firm is responsible for designing a system of quality control and complying with it to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the Firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under the *Government Auditing Standards*.

In our opinion, the system of quality control for the accounting and auditing practice of Williams, Pitts & Beard, PLLC in effect for the year ended December 31, 2011, has been suitably designed and complied with to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiencies or fail. Williams, Pitts & Beard, PLLC has received a peer review rating of pass.

BKD - LLP

May 18, 2012

experience **BKD**

Praxity
MEMBER
GLOBAL ALLIANCE OF
INDEPENDENT FIRMS

Minutes, City of Southaven, Southaven, Mississippi



WILLIAMS-PITTS-BEARD, PLLC
CERTIFIED PUBLIC ACCOUNTANTS

DANNY L. WILLIAMS	2042 MCINGVALE ROAD, SUITE A
JERRY W. PITTS	HERNANDO, MISSISSIPPI 38632
REBECCA A. BEARD	662-429-4436
KRISTOPHER A. WHITTEN	662-429-4438 FAX

October 21, 2014

To the Management
City of Southaven, Mississippi
8710 Northwest Drive
Southaven, MS 38671

This letter is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide the City of Southaven, Mississippi ("the City") for the year ended September 30, 2014.

We will perform the following services:

1. Consultation regarding adjusting journal entries that may be required for the City's financial statements and assistance in the preparation of those financial statements from the records of the City of Southaven as of and for the year ended September 30, 2014 in accordance with Generally Accepted Accounting Principles.

You are responsible for assuming all management responsibilities, and for overseeing any bookkeeping services, tax services, or other services we provide by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, or experience. In addition, you are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for the results of such services.

None of the services can be relied on to disclose errors, fraud, or illegal acts. However, we will inform you of any material errors and of any evidence or information that comes to our attention during the performance of our procedures that fraud may have occurred. In addition, we will inform you of any evidence or information that comes to our attention during the performance of our procedures regarding illegal acts that may have occurred, unless they are clearly inconsequential. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement.

Becky Beard is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

To ensure that Williams, Pitts & Beard, PLLC's independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

We estimate that our fees for these services will range from \$80 to \$140 per hour for the consultation and financial statement services. Our hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to you. You will also be billed for out-of-pocket costs such as postage, travel, etc., which additional expenses are not expected to exceed \$175. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

Member American Institute of Certified Public Accountants, Mississippi Society of Certified Public Accountants.
Licensed in Mississippi and Tennessee.

W W W . W I L L I A M S A N D P I T T S . C O M

Minutes, City of Southaven, Southaven, Mississippi

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Williams, Pitts & Beard, PLLC

Williams, Pitts, and Beard, PLLC
Certified Public Accountants

RESPONSE:

This letter correctly sets forth the understanding of the City of Southaven, Mississippi.

Management Signature: _____

Title: _____

Date: _____

Minutes, City of Southaven, Southaven, Mississippi

CODE	ACCOUNT	CURRENT BUDGET	PROPOSED	FY 2015 YTD ACTUAL	AMOUNT OF AMENDMENT
0300 560 100	Misc Revenue	\$ -	\$ (449,150)	\$ (449,154)	\$ (449,150)
701 650 101	Principal Payment-Note	\$ 5,408,000	\$ 5,857,150	\$	\$ 449,150
					\$
0240 581 000	Sale of Surplus Property	\$ -	\$ (223,000)	\$ -	\$ (223,000)
611 623 800	Park Improvements	\$ 1,000,000	\$ 1,223,000	\$ 67,948	\$ 223,000
				\$	\$

Minutes, City of Southaven, Southaven, Mississippi

Municipal Compliance Questionnaire

As part of the municipality's audit, the governing authorities of the municipality must make certain assertions with regard to legal compliance. The municipal compliance questionnaire was developed for this purpose.

The following questionnaire and related certification must be completed at the end of the municipality's fiscal year and entered into the official minutes of the governing authorities at their next regular meeting.

The governing authorities should take care to answer these questions accurately. Incorrect answers could reduce the auditor's reliance on the questionnaire responses, resulting in the need to perform additional audit procedures at added cost.

Information

Note: Due to the size of some municipalities, some of the questions may not be applicable. If so, mark N/A in answer blanks. Answers to other questions may require more than "yes" or "no," and, as a result, more information on this questionnaire may be required and/or separate work papers may be needed.

1. Name and address of municipality:

City of Southaven
8710 Northwest Drive

2. List the date and population of the latest official U.S. Census or most recent official census:

2010 - 50,000

3. Names, addresses and telephone numbers of officials (include elected officials, chief administrative officer, and attorney).

See Attached

4. Period of time covered by this questionnaire:

From: 10/01/2013 To: 09/30/2014

5. Expiration date of current elected officials' term: 6/30/2017

Minutes, City of Southaven, Southaven, Mississippi

MUNICIPAL COMPLIANCE QUESTIONNAIRE Year Ended September 30, 20__

Answer All Questions: Y - YES, N - NO, N/A - NOT APPLICABLE

PART I - General

- | | |
|---|----------|
| 1. Have all ordinances been entered into the ordinance book and included in the minutes? (Section 21-13-13) | <u>Y</u> |
| 2. Do all municipal vehicles have public license plates and proper markings? (Sections 25-1-87 and 27-19-27) | <u>Y</u> |
| 3. Are municipal records open to the public? (Section 25-61-5) | <u>Y</u> |
| 4. Are meetings of the board open to the public? (Section 25-41-5) | <u>Y</u> |
| 5. Are notices of special or recess meetings posted? (Section 25-41-13) | <u>Y</u> |
| 5. Are all required personnel covered by appropriate surety bonds? | <u>Y</u> |
| • Board or council members (Sec. 21-17-5) | <u>Y</u> |
| • Appointed officers and those handling money, see statutes governing the form of government (i.e., Section 21-3-5 for Code Charter) | <u>Y</u> |
| • Municipal clerk (Section 21-15-38) | <u>Y</u> |
| • Deputy clerk (Section 21-15-23) | <u>Y</u> |
| • Chief of police (Section 21-21-1) | <u>Y</u> |
| • Deputy police (Section 45-5-9) (if hired under this law) | <u>Y</u> |
| 7. Are minutes of board meetings prepared to properly reflect the actions of the board? (Sections 21-15-17 and 21-15-19) | <u>Y</u> |
| 8. Are minutes of board meetings signed by the mayor or majority of the board within 30 days of the meeting? (Section 21-15-33) | <u>Y</u> |
| 9. Has the municipality complied with the nepotism law in its employment practices? (Section 25-1-53) | <u>Y</u> |
| 10. Did all officers, employees of the municipality, or their relatives avoid any personal interest in any contracts with the municipality during their term or within one year after their terms of office or employment? (Section 25-4-105) | <u>Y</u> |
| 11. Does the municipality contract with a Certified Public Accountant or an auditor approved by the State Auditor for its annual audit within twelve months of the end of each fiscal year? (Section 21-35-31) | <u>Y</u> |

IV-B1

Minutes, City of Southaven, Southaven, Mississippi

12. Has the municipality published a synopsis or notice of the annual audit within 30 days of acceptance?
(Section 21-35-31 or 21-17-19)

Y

PART II - Cash and Related Records

1. Where required, is a claims docket maintained?
(Section 21-39-7)

Y

2. Are all claims paid in the order of their entry in the claims docket? (Section 21-39-9)

Y

3. Does the claims docket identify the claimant, claim number, amount and fund from which each warrant will be issued?
(Section 21-39-7)

Y

4. Are all warrants approved by the board, signed by the mayor or majority of the board, attested to by the clerk, and bearing the municipal seal? (Section 21-39-13)

Y

5. Are warrants for approved claims held until sufficient cash is available in the fund from which it is drawn?
(Section 21-39-13)

Y

6. Has the municipality adopted and entered on its minutes a budget in the format prescribed by the Office of the State Auditor? (Sections 21-35-5, 21-35-7 and 21-35-9)

Y

7. Does the municipality operate on a cash basis budget, except for expenditures paid within 30 days of fiscal year end or for construction in progress? (Section 21-35-23)

Y

8. Has the municipality held a public hearing and published its adopted budget? (Sections 21-35-5, 27-39-203, & 27-39-205)

Y

9. Has the municipality complied with legal publication requirements when budgetary changes of 10% or more are made to a department's budget? (Section 21-35-25)

Y

10. If revenues are less than estimated and a deficit is anticipated, did the board revise the budget by its regular July meeting? (Section 21-35-25)

N/A

Minutes, City of Southaven, Southaven, Mississippi

11. Have financial records been maintained in accordance with the chart of accounts prescribed by the State Auditor? (Section 21-35-11)

Y

12. Does the municipal clerk submit to the board a monthly report of expenditures against each budget item for the preceding month and fiscal year to date and the unexpended balances of each budget item? (Section 21-35-13)

Y

13. Does the board avoid approving claims and the city clerk not issue any warrants which would be in excess of budgeted amounts, except for court-ordered or emergency expenditures? (Section 21-35-17)

Y

14. Has the municipality commissioned municipal depositories? (Sections 27-105-353 and 27-105-363)

Y

15. Have investments of funds been restricted to those instruments authorized by law? (Section 21-33-323)

Y

16. Are donations restricted to those specifically authorized by law? [Section 21-17-5 (Section 66, Miss. Constitution) -- Sections 21-19-45 through 21-19-59, etc.]

Y

17. Are fixed assets properly tagged and accounted for? (Section II - Municipal Audit and Accounting Guide)

Y

18. Is all travel authorized in advance and reimbursements made in accordance with Section 25-3-41?

Y

19. Are all travel advances made in accordance with the State Auditor's regulations? (Section 25-3-41)

Y

PART III - Purchasing and Receiving

1. Are bids solicited for purchases, when required by law (written bids and advertising)? [Section 31-7-13(b) and (c)]

Y

2. Are all lowest and best bid decisions properly documented? [Section 31-7-13(d)]

Y

3. Are all one-source item and emergency purchases documented on the board's minutes? [Section 31-7-13(m) and (k)]

Y

4. Do all officers and employees understand and refrain from accepting gifts or kickbacks from suppliers? (Section 31-7-23)

Y

Minutes, City of Southaven, Southaven, Mississippi.

PART IV - Bonds and Other Debt

1. Has the municipality complied with the percentage of taxable property limitation on bonds and other debt issued during the year? (Section 21-33-303)
2. Has the municipality levied and collected taxes, in a sufficient amount for the retirement of general obligation debt principal and interest? (Section 21-33-87)
3. Have the required trust funds been established for utility revenue bonds? (Section 21-27-65)
4. Have expenditures of bond proceeds been strictly limited to the purposes for which the bonds were issued? (Section 21-33-317)
5. Has the municipality refrained from borrowing, except where it had specific authority? (Section 21-17-5)

Y

Y

Y

Y

Y

PART V - Taxes and Other Receipts

1. Has the municipality adopted the county ad valorem tax rolls? (Section 27-35-167)
2. Are interest and penalties being collected on delinquent ad valorem taxes? (Section 21-33-53)
3. Has the municipality conducted an annual land sale for delinquent ad valorem taxes? (Section 21-33-63)
4. Have the various ad valorem tax collections been deposited into the appropriate funds? (Separate Funds for Each Tax Levy) (Section 21-33-53)
5. Has the increase in ad valorem taxes, if any, been limited to amounts allowed by law? (Sections 27-39-320 and 27-39-321)
6. Are local privilege taxes collected from all businesses located within the municipality, except those exempted? (Section 27-17-5)
7. Are transient vendor taxes collected from all transient vendors within the municipality, except those exempted? (Section 75-85-1)
8. Is money received from the state's "Municipal Fire Protection Fund" spent only to improve municipal fire departments? (Section 83-1-37)

Y

Y

Y

Y

Y

Y

Y

Y

Minutes, City of Southaven, Southaven, Mississippi

9. Has the municipality levied or appropriated not less than 1/4 mill for fire protection and certified to the county it provides its own fire protection or allowed the county to levy such tax? (Sections 83-1-37 and 83-1-39)
10. Are state-imposed court assessments collected and settled monthly? (Section 99-19-73, 83-39-31, etc.)
11. Are all fines and forfeitures collected when due and settled immediately to the municipal treasury? (Section 21-15-21)
12. Are bids solicited by advertisement or, under special circumstances, three appraisals obtained when real property is sold? (Section 21-17-1)
13. Has the municipality determined the full and complete cost for solid waste for the previous fiscal year? (Section 17-17-347)
14. Has the municipality published an itemized report of all revenues, costs and expenses incurred by the municipality during the immediately preceding fiscal year in operating the garbage or rubbish collection or disposal system? (Section 17-17-348)
15. Has the municipality conducted an annual inventory of its assets in accordance with guidelines established by the Office of the State Auditor? (MMAAG)

Y

Y

Y

Y

Y

Y

Y

Minutes, City of Southaven, Southaven, Mississippi

(MUNICIPAL NAME)

Certification to Municipal Compliance Questionnaire

Year Ended September 30, 2014

We have reviewed all questions and responses as contained in this Municipal Compliance Questionnaire for the Municipality of Southaven, MS, and, to the best of our knowledge and belief, all responses are accurate.

(City Clerk's Signature)

(Mayor's Signature)

(Date)

(Date)

Minute Book References:

Book Number _____

Page _____

(Clerk is to enter minute book references when questionnaire is accepted by board.)

Minutes, City of Southaven, Southaven, Mississippi

The Mayor and Board of Aldermen (the "Governing Body") of the City of Southaven, Mississippi (the "City") took up for consideration the matter of establishing appropriate policies and procedures regarding continuing disclosure obligations and thereupon Alderman Brooks offered and moved for the adoption of the following resolution:

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI (THE "CITY") AUTHORIZING THE EMPLOYMENT OF PROFESSIONALS IN CONNECTION WITH THE CITY'S ANNUAL CONTINUING DISCLOSURE FILING REQUIREMENT PURSUANT TO RULE 15C2-12, AS AMENDED FROM TIME TO TIME; AUTHORIZING AND APPROVING THE FORM OF A MUNICIPALITIES CONTINUING DISCLOSURE COOPERATION INITIATIVE QUESTIONNAIRE (THE "QUESTIONNAIRE") AND THE FILING OF THE QUESTIONNAIRE WITH THE SECURITIES AND EXCHANGE COMMISSION; AUTHORIZING AND APPROVING THE FORM OF AND ADOPTION OF POLICIES AND PROCEDURES FOR CONTINUING DISCLOSURE/SEC RULE 15C2-12 COMPLIANCE; AND FOR RELATED PURPOSES.

WHEREAS, pursuant to Securities and Exchange Commission Rule 15c2-12, as amended from time to time (the "Rule"), the City is required to provide on an annual basis certain financial information and operating data to the Municipal Securities Rulemaking Board (the "MSRB") through the MSRB's Electronic Municipal Market Access system at www.emma.msrb.org ("EMMA"), in the electronic format then prescribed by the Securities and Exchange Commission (the "SEC") (the "Required Electronic Format") pursuant to the Rule (the "Annual Filing");

WHEREAS, the Governing Body finds it is in the best interest of the City to authorize the law firm of Butler Snow LLP, Ridgeland, Mississippi to serve as dissemination agent and to prepare and distribute all necessary documents in connection with the City's Annual Filing and to approve the form of the engagement letter in connection with the City's Annual Filing;

WHEREAS, the Municipalities Continuing Disclosure Cooperation Initiative (the "Initiative") was created by the SEC to encourage self-reporting by issuers of possible violations related to potential misrepresentations in offering documents concerning an issuer's prior compliance with continuing disclosure obligations through the filing of a Municipalities Cooperation Initiative Questionnaire for Self-Reporting Entities (the "Questionnaire");

WHEREAS, the Governing Body finds it is in the best interest of the City to participate in the Initiative and to approve the form/forms of the Questionnaire and to authorize the law firm of Butler Snow LLP, Ridgeland, Mississippi as special counsel to the City to submit the Questionnaire to the SEC and to approve the form of the engagement letter in connection with submission of the Questionnaire to the Initiative; and

Minutes, City of Southaven, Southaven, Mississippi

WHEREAS, the Governing Body finds it is in the best interest of the City to monitor post issuance compliance in connection with the City's outstanding bond obligations and pursuant to the City's continuing disclosure agreements/certificates executed in connection with the City's outstanding bond obligations and to approve the form of and execution of the Policies and Procedures For Continuing Disclosure/SEC Rule 15c2-12 Compliance (the "Policy"), to be dated as of the date of this resolution.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Southaven, Mississippi, acting for and on behalf of the City, as follows:

SECTION 1. That the Governing Body of the City hereby employs the law firm of Butler Snow LLP to serve as dissemination agent and to compile the necessary information, with the assistance of the City, in connection with the City's Annual Filing, and the Mayor, the Chief Administrative Officer and/or the City Clerk of the City are hereby authorized and directed to execute and deliver the engagement letter, attached hereto as **EXHIBIT A**.

SECTION 2. The Governing Body of the City hereby approves the participation in the Initiative and the form of the Questionnaire and the Mayor, the Chief Administrative Officer and/or the City Clerk of the City are hereby authorized and directed to execute said Questionnaire on behalf of the City, which said Questionnaire shall be in substantially the form attached hereto as **EXHIBIT B**, with such completions, changes, insertions and modifications as shall be approved by the officers executing and delivering the same.

SECTION 3. The Governing Body of the City hereby employs the law firm of Butler Snow LLP to serve as special counsel to the City in connection with the participation in the Initiative, and the Mayor, the Chief Administrative Officer and/or the City Clerk of the City are hereby authorized and directed to execute and deliver the engagement letter, attached hereto as **EXHIBIT C**. The Governing Body of the City hereby authorizes the Chief Administrative Officer and the City Attorney to assist Butler Snow LLP in connection with the participation in the Initiative.

SECTION 4. Butler Snow, LLP, Ridgeland, Mississippi and/or the Chief Administrative Officer of the City are hereby authorized and approved to submit the Questionnaire and/or Questionnaires for and on behalf of the City on or before December 1, 2014 to the SEC.

SECTION 5. The form of the Policy is hereby approved, and the Mayor and the City Clerk of the City are hereby authorized and directed to execute said Policy on behalf of the City. All provisions of the Policy, when executed as authorized herein, shall be incorporated herein, and shall be deemed to be a part of this Resolution fully and to the same extent as if separately set out verbatim herein, which said Policy shall be in substantially the form attached hereto as **EXHIBIT D**, with such completions, changes, insertions and modifications as shall be approved by the officers executing and delivering the same.

SECTION 6. The Mayor, Chief Administrative Officer and/or City Clerk or any other authorized officer of the Governing Body, be, and they are hereby authorized and directed for

Minutes, City of Southaven, Southaven, Mississippi

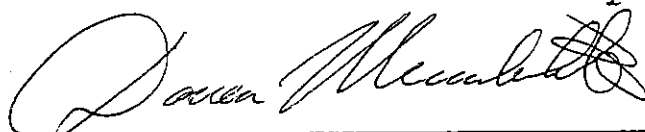
and on behalf of the City, to take any and all such actions as may be required by the City to carry out and to give effect to the aforesaid documents authorized pursuant to this resolution and to execute all papers, documents, certificates and other instruments that may be required for the carrying out of the authority conferred by this resolution in order to evidence said authority.

SECTION 7. All orders, resolutions or proceedings of the Governing Body in conflict with any provision hereof shall be, and the same are hereby repealed, rescinded and set aside, but only to the extent of such conflict. For cause, this resolution shall become effective upon the adoption hereof.

Following further discussion of the foregoing Resolution, Alderman Kelly seconded the motion for its adoption and the question being put 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: absent
Alderman Scott Ferguson	Voted: yes
Alderman Raymond Flores	Voted: yes

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted, on this the 4th day of November, 2014.



MAYOR

ATTEST:



CITY CLERK



Minutes, City of Southaven, Southaven, Mississippi

EXHIBIT A

DISSIMINATION AGENT ENGAGEMENT LETTER

Minutes, City of Southaven, Southaven, Mississippi

BUTLER | SNOW

October 29, 2014

VIA E-MAIL AT SHEATH@SOUTHAVEN.ORG

City of Southaven, Mississippi
Attn: Chris Wilson, Chief Administrative Officer (cwilson@southaven.org)
103 College Street
Southaven, MS 38606

Re: City of Southaven, Mississippi 2015 Continuing Disclosure Submission

Dear Mr. Wilson:

We served as Bond Counsel in connection with various bond issues of the City. In the past, the City retained our firm to prepare and submit the City's Continuing Disclosure Information Statement in connection with the Bonds. It is once again time to prepare the current year's annual disclosure.

As you may recall, pursuant to each Continuing Disclosure Agreement executed in connection with the issuance of the Bonds, the City is required to provide on an annual basis certain financial information and operating data to the (i) (a) Municipal Securities Rulemaking Board (the "MSRB") through MSRB's Electronic Municipal Market Access system at www.emma.msrb.org ("EMMA"), in the electronic format then prescribed by the Securities and Exchange Commission (the "SEC") (the "Required Electronic Format") pursuant to Rule 15c2-12, as amended from time to time (the "Rule") of the SEC, together with any identifying information or other information then required to accompany the applicable filing (the "Accompanying Information"), and (b) in the future, any successor repository or repositories prescribed by the SEC for the purpose of serving as repository under the Rule (together (a) and (b) are the "National Repository"); and (ii) any public or private repository or entity designated by the State as a State repository for the purposes of the Rule (the "State Repository" and together with the National Repository, the "Repository"), together with any identifying information or other information then required to accompany the applicable filing (the "Accompanying Information"). This continuing disclosure requirement is set forth in the Rule and requires such updated data be filed with EMMA no later than 180 days after the end of each fiscal year. **This year's filing is due on or before March 31, 2015.** Failure to file timely and to comply with the Rule could result in an Enforcement Action by the SEC where the SEC may attempt to require performance and may allege penalties are owed. Additionally, the City's failure to disclose timely may adversely impact bondholders of the Bonds and could adversely affect the sale of future bonds issued by the City.

Post Office Box 6010
Ridgeland, MS 39158-6010

T 601.948.5711
F 601.985.4500
www.butlersnow.com

Suite 1400
1020 Highland Colony Parkway
Ridgeland, MS 39157

BUTLER SNOW LLP

Minutes, City of Southaven, Southaven, Mississippi

If you would like for our firm to again prepare the Continuing Disclosure Information Statement, we will charge legal fees in an amount not to exceed \$1,500.00 (which includes expenses) to compile the necessary information, with the assistance of the City, and submit the same EMMA.

If you would like for us to handle this matter for you, please have this proposal approved and return a signed copy of this letter to us at your earliest convenience. Alternatively, if you do not wish for us to handle this matter for you, please sign the portion of this letter indicating same, and return it to us. If you have any questions or wish to discuss this matter further, please do not hesitate to contact me.

Very truly yours,

BUTLER SNOW LLP

Elizabeth Lambert Clark

Elizabeth Lambert Clark

APPROVED BY:

Name: *Dawn Mcintosh*

Title: *Mayor*

We do not wish to retain Butler Snow LLP to prepare the Continuing Disclosure Information Statement for the City of Southaven.

Name: _____

Title: _____

Date: _____

cc: Nick Manley, Esquire (nick.manley@butlersnow.com)

ButlerSnow 23209251v1

Minutes, City of Southaven, Southaven, Mississippi

EXHIBIT B
FORM OF QUESTIONNAIRE

Minutes, City of Southaven, Southaven, Mississippi



U.S. SECURITIES AND EXCHANGE COMMISSION DIVISION OF ENFORCEMENT

MUNICIPALITIES CONTINUING DISCLOSURE COOPERATION INITIATIVE QUESTIONNAIRE FOR SELF-REPORTING ENTITIES

NOTE: The information being requested in this Questionnaire is subject to the Commission's routine uses. A list of those uses is contained in SEC Form 1662, which also contains other important information.

1. Please provide the official name of the entity that is self-reporting ("Self-Reporting Entity") pursuant to the MCDC Initiative along with contact information for the Self-Reporting Entity:

Individual Contact Name:

Individual Contact Title:

Individual Contact telephone:

Individual Contact Fax number:

Individual Contact email address:

Full Legal Name of Self-Reporting Entity:

Mailing Address (number and street):

Mailing Address (city):

Mailing Address (state): Select a state...

Mailing Address (zip):

2. Please identify the municipal bond offering(s) (including name of Issuer and/or Obligor, date of offering and CUSIP number) with Official Statements that may contain a materially inaccurate certification on compliance regarding prior continuing disclosure obligations (for each additional offering, attach an additional sheet or separate schedule):

State: Select a state...

Full Name of Issuing Entity:

Full Legal Name of Obligor (if any):

Full Name of Security Issue:

Initial Principal Amount of Bond Issuance:

Date of Offering:

Date of final Official Statement (format MMDDYYYY):

Nine Character CUSIP number of last maturity:

Minutes, City of Southaven, Southaven, Mississippi

3. Please describe the role of the Self-Reporting Entity in connection with the municipal bond offerings identified in Item 2 above (select Issuer, Obligor or Underwriter):
- ☐ Issuer
 - ☐ Obligor
 - ☐ Underwriter
4. Please identify the lead underwriter, municipal advisor, bond counsel, underwriter's counsel and disclosure counsel, if any, and the primary contact person at each entity, for each offering identified in Item 2 above (attach additional sheets if necessary):
- Senior Managing Underwriting Firm:
Primary Individual Contact at Underwriter:
- Financial Advisor:
Primary Individual Contact at Financial Advisor:
- Bond Counsel Firm:
Primary Individual Contact at Bond Counsel:
- Law Firm Serving as Underwriter's Counsel:
Primary Individual Contact at Underwriter's Counsel:
- Law Firm Serving as Disclosure Counsel:
Primary Individual Contact at Disclosure Counsel:
5. Please include any facts that the Self-Reporting Entity would like to provide to assist the staff of the Division of Enforcement in understanding the circumstances that may have led to the potentially inaccurate statements (attach additional sheets if necessary):

Minutes, City of Southaven, Southaven, Mississippi

On behalf of [Name of Self-Reporting Entity]
I hereby certify that the Self-Reporting Entity intends to consent to the applicable
settlement terms under the MCDC Initiative.

By: _____

Name of Duly Authorized Signer:
Title:

Minutes, City of Southaven, Southaven, Mississippi

EXHIBIT C

SPECIAL COUNSEL ENGAGEMENT LETTER

Minutes, City of Southaven, Southaven, Mississippi

BUTLER | SNOW

October 29, 2014

VIA E-MAIL AT SHEATH@SOUTHAVEN.ORG

City of Southaven, Mississippi
Attn: Chris Wilson, Chief Administrative Officer (cwilson@southaven.org)
103 College Street
Southaven, MS 38606

Re: City of Southaven, Mississippi 2015 Continuing Disclosure Submission

Dear Mr. Wilson:

This letter is to confirm our engagement as special counsel to the City of Southaven, Mississippi (the "City") in connection with advising the City with regard to possible participation in the Municipalities Continuing Disclosure Cooperation Initiative (the "Initiative") of the Securities and Exchange Commission (the "SEC"). This letter sets forth the role we propose to serve and the responsibilities we propose to assume as special counsel to the City in connection with this engagement. Our engagement hereunder is as special counsel to the City and we are not representing any officer or any individual member of the governing body of the City in connection with these matters.

Scope of Services

We understand our employment will include conferences with the City with regard to its past compliance with its continuing disclosure undertakings in connection with prior City financings, reviewing statements made by the City regarding its compliance in Official Statements delivered to investors since 2009, and advising the City about whether to participate in the Initiative. Our services do not include financial advice to the City. Our services as special counsel to the City are limited to those contracted for explicitly herein and the execution of this letter by the City constitutes an acknowledgment of those limitations.

Attorney-Client Relationship

In performing our services as special counsel, the City will be our client. We will represent the interests of the City, respectively, rather than the City Council, the Council's individual members, or the City's employees.

Conflicts of Interest

Before accepting any new business, the Mississippi Rules of Professional Conduct (the "Rules") require us to evaluate whether there exist any ethical constraints to representing the City. We have completed a conflicts check within our firm and have found no current conflict between the City and our existing clients.

Post Office Box 6010
Ridgeland, MS 39158-6010

T 601.948.5711
F 601.985.4500
www.butlersnow.com

Suite 1400
1020 Highland Colony Parkway
Ridgeland, MS 39157

BUTLER SNOW LLP

Minutes, City of Southaven, Southaven, Mississippi

City of Southaven

October 29, 2014

Page 2

As we discussed, we have served as bond counsel to the City in connection with bond issuances which we understand have been self-reported by certain underwriters under the Initiative and are included under Exhibit B attached hereto. We have participated in the preparation of official statements and continuing disclosure undertakings subject to our bond counsel representation. We have also assisted the City with certain annual continuing disclosure undertakings related to City bond issuances.

The Initiative may create a tension between the City and its officials, employees and representative advisors. Initiative participation does not protect individuals associated with bond issues from further enforcement action. If the SEC pursues action against City officials as a result of information gleaned from the Initiative questionnaire, representatives of the City may be required to cooperate with the SEC in the ensuing investigation. The information in the MCDC questionnaire may also lead to investigations of and enforcement actions against City advisors such as underwriters, financial advisors or bond lawyers.

At this time, to the best of our knowledge, the SEC has made no allegations against City representatives or advisors as described in the immediately preceding paragraph. It is possible, though, that the interests of the City and Butler Snow may diverge in connection with Butler Snow representation hereunder in the event that the SEC pursues action against other transaction participants (including Butler Snow) as a result of the Initiative. The City and Butler Snow hereby agree that should there ever be any litigation, arbitration or other adversary proceeding, claim or dispute that may result in a conflict of interest between Butler Snow and the City, Butler Snow may be required to either request additional waivers from the City and/or terminate our engagement as special counsel hereunder.

Document Retention

Butler Snow maintains its client files electronically. We do not keep separate paper files. We will scan documents you or others send to us related to your matter to our electronic file for that matter and will retain only the electronic version while your matter is pending. Unless you instruct us otherwise, once such documents have been scanned to our electronic file, we will destroy all paper documents provided to us. If you send us original documents that need to be maintained as originals while the matter is pending, we ordinarily will scan those to our client file and return the originals to you for safekeeping. Alternatively, you may request that we maintain such originals while the matter is pending. If we agree to do that, we will make appropriate arrangements to maintain those original documents.

Unless you instruct us otherwise, once our work on this matter is completed, we will designate your file as a closed file on our system and will apply our document retention policy then in effect to the materials in your closed file. At that time, we ordinarily will return to you any original documents we have maintained in accordance with the preceding paragraph while the matter was pending. Otherwise, we will retain the closed file materials for our benefit and subject to our own policies and procedures concerning file retention and destruction. Accordingly, if you desire copies of any documents (including correspondence, e-mails, pleadings, contracts, agreements, etc.) related to this matter or generated while it was pending, you should request such copies at the time our work on this matter is completed. A more

Minutes, City of Southaven, Southaven, Mississippi

City of Southaven

October 29, 2014

Page 3

complete notice of Butler Snow's Record Retention and Destruction Policy for Client Files, which also will be applicable to this Engagement, is attached as Exhibit A and incorporated herein by reference.

Termination of Engagement

Upon completion of our services as outlined in this letter, our responsibilities as special counsel will terminate and our representation of the City and the attorney-client relationship created by this engagement letter will be concluded. Should the City seek other, additional legal services, we would be happy to discuss the nature and extent of our separate engagement at that time.

We are pleased to have the City as our client, and look forward to a mutually satisfactory and beneficial relationship. If the foregoing terms are acceptable to you, please so indicate by returning a copy of this letter signed by the appropriate individual so authorized for the City and keeping a copy for your files. Thank you.

BUTLER SNOW LLP

Elizabeth Lambert Clark

Accepted and Approved:

CITY OF SOUTHAVEN, MISSISSIPPI

By: *Dawn M. Manley*

Title: *Mayor*

Date: *11-6-14*

Enclosures

cc: Nicholas H. Manley, Esq., City of Southaven, Mississippi City Attorney
(via email: nick.manley@butlersnow.com)

Minutes, City of Southaven, Southaven, Mississippi

Exhibit A

NOTICE TO CLIENTS OF BUTLER SNOW'S RECORD RETENTION & DESTRUCTION POLICY FOR CLIENT FILES

Butler Snow maintains its client files electronically. Ordinarily, we do not keep separate paper files. We will scan documents you or others send to us related to your matter to our electronic file for that matter and will ordinarily retain only the electronic version while your matter is pending. **Unless you instruct us otherwise, once such documents have been scanned to our electronic file, we will destroy all paper documents provided to us.** If you send us original documents that need to be maintained as originals while the matter is pending, we ordinarily will scan those to our client file and return the originals to you for safekeeping. Alternatively, you may request that we maintain such originals while the matter is pending. If we agree to do that, we will make appropriate arrangements to maintain those original documents while the matter is pending.

At all times, records and documents in our possession relating to your representation are subject to Butler Snow's Record Retention and Destruction Policy for Client Files. Compliance with this policy is necessary to fulfill the firm's legal and ethical duties and obligations, and to ensure that information and data relating to you and the legal services we provide are maintained in strict confidence at all times during and after the engagement. All client matter files are subject to these policies and procedures.

At your request, at any time during the representation, you may access or receive copies of any records or documents in our possession relating to the legal services being provided to you, excluding certain firm business or accounting records. We reserve the right to retain originals or copies of any such records or documents as needed during the course of the representation.

Unless you instruct us otherwise, once our work on this matter is completed, we will designate your file as a closed file on our system and will apply our document retention policy then in effect to the materials in your closed files. At that time, we ordinarily will return to you any original documents we have maintained in accordance with the preceding paragraph while the matter was pending. Otherwise, we will retain the closed file materials for our benefit and subject to our own policies and procedures concerning file retention and destruction. Accordingly, if you desire copies of any documents (including correspondence, e-mails, pleadings, contracts, agreements, etc.) related to this matter or generated while it was pending, you should request such copies at the time our work on this matter is completed.

You will be notified and given the opportunity to identify and request copies of such items you would like to have sent to you or someone else designated by you. You will have 30 days from the date our notification is sent to you to advise us of any items you would like to receive. You will be billed for the expense of assimilating, copying and transmitting such records. We reserve the right to retain copies of any such items as we deem appropriate or necessary for our use. Any non-public information, records or documents retained by Butler Snow and its employees will be kept confidential in accordance with applicable rules of professional responsibility.

Any file records and documents or other items not requested within 30 days will become subject to the terms of Butler Snow's Record Retention and Destruction Policy for Client Files and will

Minutes, City of Southaven, Southaven, Mississippi

be subject to final disposition by Butler Snow at its sole discretion. Pursuant to the terms of Butler Snow's Record Retention and Destruction Policy for Client Files, all unnecessary or extraneous items, records or documents may be removed from the file and destroyed. The remainder of the file will be prepared for closing and placed in storage or archived. It will be retained for the period of time established by the policy for files related to this practice area, after which it will be completely destroyed. This includes all records and documents, regardless of format.

While we will use our best efforts to maintain confidentiality and security over all file records and documents placed in storage or archived, to the extent allowed by applicable law, Butler Snow specifically disclaims any responsibility for claimed damages or liability arising from damage or destruction to such records and documents, whether caused by accident; natural disasters such as flood, fire, or wind damage; terrorist attacks; equipment failures; breaches of Butler Snow's network security; or the negligence of third-party providers engaged by our firm to store and retrieve records.

Minutes, City of Southaven, Southaven, Mississippi

Exhibit B

Bond Issues Reported to SEC

\$3,595,000 General Obligation Refunding Bonds, Series 2010 dated 4/15/10 (Crews & Associates)
\$3,505,000 General Obligation Refunding Bonds, Series 2011 dated 2/17/11 (Crews & Associates)
\$3,225,000 General Obligation Refunding Bonds, Series 2010 dated 11/30/10 (Stephens, Inc.)
\$2,735,000 General Obligation Water and Sewer Refunding Bonds, Series 2012 dated 10/31/12 (Stephens, Inc.)
\$3,015,000 General Obligation Refunding Bonds, Series 2012 dated 10/31/12 (Stephens, Inc.)

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Minutes, City of Southaven, Southaven, Mississippi

EXHIBIT D

POLICY

ButlerSnow 23209205v3

Minutes, City of Southaven, Southaven, Mississippi

CITY OF SOUTHAVEN, MISSISSIPPI POLICIES AND PROCEDURES FOR CONTINUING DISCLOSURE/SEC RULE 15c2-12 COMPLIANCE

I. Statement of Purpose

This Policies and Procedures for Continuing Disclosure/SEC Rule 15c2-12 Compliance (this "**Policy**") designates specific policies of the City of Southaven, Mississippi (the "**Issuer**") to monitor and ensure post issuance compliance under and pursuant to its continuing disclosure agreements/certificates (the "**CDA**") in connection with certain bond obligations (the "**Obligations**") issued by the Issuer with applicable provisions of the Securities and Exchange Commission's ("**SEC**") Rule 15c2-12 (the "**Rule**").

This Policy describes various procedures and systems designed to identify on a timely basis facts relevant to demonstrating compliance with the requirements that must be satisfied subsequent to the issuance of Obligations in order that the Obligations be, or continue to be, in compliance with the CDA and the Rule. The Issuer recognizes that compliance with the Rule is an on-going process, necessary, during the entire term of the Obligations, and is an integral component of the Issuer's overall debt management policies. Accordingly, the analysis of those facts and implementation of this Policy will require on-going monitoring and may require consultation with bond counsel or other professionals beyond the scope of their initial engagement with respect to the issuance of particular Obligations.

II. Responsible Parties

- A. The Mayor shall identify an appropriate officer (currently the Chief Administrative Officer) to be responsible for monitoring the Issuer's post-issuance compliance issues (the "**Staff Designee**"). The Chief Administrative Officer shall be responsible for ensuring an adequate succession plan for transferring post-issuance compliance responsibility when changes in officers and staff occur.
- B. The Staff Designee will coordinate procedures for record retention and review of such records.
- C. The Staff Designee will review post-issuance compliance procedures and systems on a periodic basis, but not less than annually, will keep a log to document such reviews, and will consult as necessary with the Issuer's financial advisor and bond counsel.
- D. The Staff Designee shall maintain originals and copies of all documents and other records relating to the Obligations.
- E. The Staff Designee will review each issue of Obligations for compliance with this Policy on a periodic basis, but not less than annually, and will keep a log to document such reviews.

III. General Recordkeeping

The Staff Designee will maintain and store a copy of the following documents on file at all times for the life of the Obligations plus three (3) years:

Minutes, City of Southaven, Southaven, Mississippi

- Financing transcript (may be in CD form);
- Copy of the CDA for each Obligation;
- Copy of the Official Statement for each Obligation;
- Copy of any rating reports or analysis;
- Copy of any defeasance, refunding or redemption notices;
- Copy of any Material Event Notice (as defined below);
- Copy of any Notice of Failure to File Annual Report (as defined below);
- Copy of any Annual Filing (as defined below);
- Copy of Financial Statements of the Issuer; and
- Copy of Current Budget information of the Issuer.

IV. Annual Filing

The following relate to compliance with the Rule regarding Annual Filings of Obligations.

The Staff Designee will:

- A. Appoint or engage bond counsel or a dissemination agent (the "Agent") to assist in carrying out its obligations under this Policy, each CDA and the Rule. If the Issuer does not engage an Agent to file its Annual Filing, the Staff Designee shall be responsible for submitting the information required in this Policy directly to the MSRB (as defined below) through EMMA (as defined below) pursuant to each CDA.
- B. Confirm that the Agent has filed with the Municipal Securities Rulemaking Board (the "MSRB") through the EMMA Dataport ("EMMA") at <http://www.emma.msrb.org>; information which is consistent with the requirements under its CDA (the "Annual Filing") no later than the date required for the reporting of each Annual Filing as determined by each CDA (the "Report Date"). The Annual Filing may be submitted as a single document or as separate documents comprising a package, and may be submitted separately from the balance of the Annual Filing.
- C. If the Issuer is unable to provide the Annual Filing or portions of the Annual Filing by the Report Date, confirm that the Agent has filed on the Report Date a notice to the MSRB (the "Notice of Failure to File") in substantially the form attached hereto as Exhibit A.
- D. Confirm that the Agent has filed audited financial statements by the Report Date. If audited financial statements are unavailable by the Report Date, confirm that the Agent has filed a Notice of Failure to File on the Report Date.
- E. Confirm that the Agent has filed the budget for the next fiscal year by the Report Date.
- F. Confirm that the Annual Report contains the appropriate information as required by its CDA. Examples of the following information typically required in an Annual Report are as follows:

Minutes, City of Southaven, Southaven, Mississippi

1. Audited Financial Statements;
2. Budget for next fiscal year;
3. Accounting principles pursuant to which the Audited Financial Statements were prepared; and
4. Operating and financial information contained in the official statement in connection with the Obligation.

G. Confirm that no listed event as required by the Issuer's CDA has occurred. If the Issuer determines that a listed event has occurred, confirm that the Agent causes a notice of such occurrence (the "**Material Event Notice**") to be filed with the MSRB on or before the time period prescribed by the Rule, through EMMA, together with a cover sheet in substantially the form attached hereto as **Exhibit B**.

V. **Material Event Notice**

The following policies relate to compliance with regulations regarding the filing of a Material Event Notice.

The Staff Designee will:

- A. Notify Bond Counsel and/or the Agent of any Listed Event (defined below) within ten (10) days after the occurrence of the event.
- B. Confirm that the Material Event Notice of such Listed Event was provided to the MSRB, through EMMA, within ten (10) days after the occurrence of an event.

Listed Events include:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves, if any, reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Obligations, or other material events affecting the tax status of the Obligations;
- (7) Modifications to rights of Bondholders, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;

Minutes, City of Southaven, Southaven, Mississippi

(10) Release, substitution, or sale of property, if any, securing repayment of the Obligations, if material;

(11) Rating changes;

(12) Bankruptcy, insolvency, receivership, or similar event of the City;

(13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and/or

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

VI. Rating Changes

The following policies relate to compliance with regulations regarding any rating changes. Rating changes may include, without limitation, any change in rating on the Obligations

The Staff Designee will:

- A. Notify Bond Counsel and/or the Agent of any rating change within ten (10) days after the occurrence of the event.
- B. Confirm that the rating change was provided to the MSRB, through EMMA, within ten (10) days after the rating change in the form of the Material Event Notice.

VII. Defeasance of Obligations

The following policies relate to compliance with regulations regarding any defeasance of any Obligations.

The Staff Designee will:

- A. Confirm Bond Counsel and/or the Agent has filed notice of the defeasance in the form of a Material Event Notice and that the Material Event Notice provides explicit disclosure as to whether the Obligations have been escrowed to maturity or escrowed to call, as well as appropriate disclosure of the timing of maturity or call.

VIII. Training

The following policies relate to compliance with regulations regarding training of staff in connection with the Policy.

The Staff Designee will consult with Bond Counsel and/or the Agent on appropriate training of responsible employees and staff in connection with this Policy.

Adopted on November 4, 2014.

Minutes, City of Southaven, Southaven, Mississippi

EXHIBIT A

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: City of Southaven, Mississippi

Date of Issuance: _____, 2014

CUSIP Numbers: _____, _____, _____

NOTICE IS HEREBY GIVEN that the City has not provided an Annual Report as required by its continuing disclosure undertakings. The City anticipates that the Annual Report will _____ be _____ filed _____ by _____

Dated: _____

CITY OF SOUTHAVEN, MISSISSIPPI

By: _____
Authorized Officer

Minutes, City of Southaven, Southaven, Mississippi

EXHIBIT B

MATERIAL EVENT NOTICE COVER SHEET

Name of Issuer: City of Southaven, Mississippi

Date of Issuance: _____, 2014

CUSIP Numbers: _____, _____, _____

Description of the attached Material Event Notice (Check One):

1. _____ Principal and interest payment delinquencies
2. _____ Non-Payment related defaults, if material
3. _____ Unscheduled draws on debt service reserves, if any, reflecting financial difficulties
4. _____ Unscheduled draws on credit enhancements reflecting financial difficulties
5. _____ Substitution of credit or liquidity providers, or their failure to perform
6. _____ Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (ITS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the bonds, or other material events affecting the tax status of the Bonds
7. _____ Modifications to rights of Bondholders, if material
8. _____ Bond calls, if material, and tender offers
9. _____ Defeasances
10. _____ Release, substitution, or sale of property, if any, securing repayment of the securities
11. _____ Rating changes
12. _____ Bankruptcy, insolvency, receivership or other similar event of the State
13. _____ The consummation of a merger, consolidation or acquisition involving the State or the sale of all or substantially all of the assets of the State, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material
14. _____ Appointment of a successor or additional trustee or the change of name of a trustee, if material
15. _____ Failure to provide annual financial information as required by the Rule
16. _____ Other material event notice (specify) _____

I hereby represent that I am authorized by the City/Other Obligated Person or its agent to distribute this information publicly:

Signature: _____

Name: _____ Title: _____

Employer: _____

Address: _____

Issuer, State, Zip Code: _____

Voice Telephone Number: _____

ButlerSnow 23209397v2

Minutes, City of Southaven, Southaven, Mississippi

Southaven Fire Department *Division of Fire & Emergency Medical Services*

Ronald L. White
Fire Chief

8710 Northwest Drive, 2nd Floor
Southaven, MS 38671
Office: (662) 393-7466 Fax: (662) 280-6521

Roger L. Thornton
Deputy Fire Chief

November 4, 2014

Mayor Musselwhite and Board of Alderman
City of Southaven

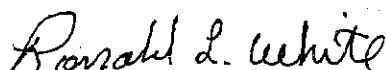
Dear Mayor and Board,

The current maintenance agreement for inspection and maintenance services for the training burn props at the fire department training center is about to expire. The department would like to recommend the current contracts with the existing vendor be renewed for a one year period. Kiddie Fire Trainers is proposing the cost to be \$15,109.00. This agreement is a budgeted item in the fire department operating budget.

For the purpose of renewal of this agreement in the future as well as for the purchase of parts to maintain the system, we are asking the Mayor and Board to accept Kiddie Fire Trainers as the sole source provider for this service and any replacement parts.

Copies of the Proprietary Justification Letter and the Maintenance Agreement Proposal have been enclosed with this letter. The enclosed contract has been reviewed and approved by the City Attorney Mr. Nick Manley.

Respectfully,


Ronald L. White
Fire Chief

CC: Chris Wilson, CAO
Shelia Heath City Clerk
Nick Manley, City Attorney
File

Enclosure

Minutes, City of Southaven, Southaven, Mississippi

Kidde Fire Trainers, LLC.
17 Philips Parkway
Montvale, NJ 07645-1810 USA
Tel +1 201.300.8100
Fax +1 201.300.8101
www.kiddefit.com



14 October 2014

sbenson@southaven.org

Refer: P14001-VA-14-352

Southaven Fire Department
8710 Northwest Drive
2nd Floor
Southaven, MS 38671

Attention: Stephen Benson, Training Officer

Subject: Southaven Fire Department, Direct Procurement Justification

Dear Mr. Benson:

Kidde Fire Trainers is pleased to provide information for your consideration with respect to a direct procurement from Kidde Fire Trainers of maintenance support for the FireTrainer® T500 live fire training system at the Southaven Fire Department facility.

As the designer, manufacturer and installer of the FireTrainer® T500, Kidde Fire Trainers maintains the resources, materials and equipment necessary to fully support the trainer. Kidde Fire Trainers is the only company within the corporation qualified to offer a comprehensive maintenance support for your trainer. There are no outside organizations that have been authorized to conduct maintenance or repairs on our trainers.

As the original developer of computer-controlled propane fueled fire fighter trainers, Kidde Fire Trainers has a vast intellectual property portfolio that includes numerous patents, evidencing our strong technical capability. Kidde Fire Trainers developed proprietary software used with the trainer and will install any updates developed for similar trainers at no additional cost. Kidde Fire Trainers does not release its source code to anyone for any purpose.

Kidde Fire Trainers maintains an inventory of the most frequently replaced components, affording us the ability to respond quickly to system malfunctions. Our Customer Service Department maintains a staff of skilled technician's factory trained in 3 required disciplines, HVAC, mechanical and electrical. They are capable of providing knowledgeable, comprehensive and timely support.

Kidde Fire Trainers delivers its trainer with an Operation and Maintenance Manual that provides the user with limited rights in the data. Release of our documentation outside of a user organization requires prior Kidde Fire Trainers written approval except in cases of emergency.

Should you have any questions, or if I may be of further assistance, please do not hesitate to call me at (201) 300-8100, Extension 302.

Yours sincerely,

A handwritten signature in cursive script that reads "James Gould".

James Gould
Customer Service Manager

This document and subsequent pages include information that is proprietary to Kidde Fire Trainers, LLC and shall not be disclosed outside of the addressees organization and shall not be duplicated, used or disclosed in whole or in part for any reason other than to evaluate our offering.

Minutes, City of Southaven, Southaven, Mississippi

Kidde Fire Trainers, LLC.
17 Phillips Parkway
Montvale, NJ 07645-1810 USA
Tel +1 201.300.8100
Fax +1 201.300.8101
www.kiddefire.com



13 October 2014

Via Facsimile: sbenson@southaven.org

Refer to: P14001-VA-14-348

Stephen Benson
Training Officer
Southaven Fire Department
8710 Northwest Drive
2nd Floor
Southaven, MS 38671

Dear Mr. Benson:

Subject: 1) Southaven Fire Department, Maintenance Contract Proposal

Enclosure: 1) Southaven Fire Department, Maintenance Contract Proposal
2) Kidde Fire Trainers Service Terms and Conditions

Kidde Fire Trainers is pleased to provide our price quote for maintenance support services for the Fire Trainer®T500 Live Fire Training System at your facility.

As the designer, manufacturer and installer of the Fire Trainer®T500 Live Fire Training System, Kidde Fire Trainers maintains the resources, materials and equipment necessary to fully service the trainer.

Should you have any questions, or if I may be of further assistance, please do not hesitate to call me at (201) 300-8100, Extension 242.

Yours sincerely,

A handwritten signature in cursive script, appearing to read "Valerie L. Arsen".

Valerie L. Arsen
Customer Service Administrator

This document and subsequent pages include information that is proprietary to Kidde Fire Trainers, LLC and shall not be disclosed outside of the addressee's organization and shall not be duplicated, used or disclosed in whole or in part for any reason other than to evaluate our offering.

Minutes, City of Southaven, Southaven, Mississippi

Enclosure 1

Document No: P14001-VA-14-348

PROPOSAL

for

MAINTENANCE SUPPORT SERVICES

for the

FireTrainer®T500 Live Fire Training Systems

located at the

Southaven Fire Department
8325 Tulane Road
Southaven, MS 38671

Prepared For:

Southaven Fire Department
8710 Northwest Drive
2nd Floor
Southaven, MS 38671

Prepared By:

Kidde Fire Trainers
17 Philips Parkway
Montvale, NJ 07645-1810

13 October 2014

Board Approved 10-4-14 (SD)
1 year

Minutes, City of Southaven, Southaven, Mississippi

1.0 SCOPE

This document provides a description of the maintenance support services provided by Kidde Fire Trainers, for the Fire Trainer®T500 Live Fire Training System owned and operated by the Southaven Fire Department.

2.0 APPLICABLE DOCUMENTS

Kidde Fire Trainers supplied Operation and Maintenance Manual for the Fire Training Equipment.

3.0 MAINTENANCE PHILOSOPHY

Kidde Fire Trainers Technical Support Programs are designed to assist the Owner in the upkeep of the Fire Training Equipment by providing regularly scheduled support and unscheduled (corrective) support. Of critical importance to the success of any trainer support program is the participation of the Owner's training and support personnel in keeping detailed records, regularly performing system checks, providing interim maintenance and following troubleshooting procedures outlined in the Operation and Maintenance Manual.

4.0 SUMMARY OF PROVIDED SERVICES

4.1 Planned (Preventive) Support

At a predetermined interval, Kidde Fire Trainers will schedule a site visit by a factory certified trained technician to evaluate the Fire Training Equipment and implement all scheduled adjustments and preventive maintenance parts replacements to ensure that the system is at a fully operational state. This service will include the following:

- Check the operating performance of all fireplaces and make adjustments as required.
- Clean and/or replace all filter elements.
- Inspect all fans and blowers and lubricate all bearings.
- Inspect all pilot spark igniters and replace as required.
- Inspect all pilot spark flame rods and replace as required.
- Inspect the fuel control station and make adjustments as required.
- Clean the fuel control station inlet strainer.
- Inspect and calibrate all gas detection assemblies.
- Inspect and adjust all smoke generators.
- Inspect the Programmable Logic Controller battery and replace as required.
- Check and Confirm latest PLC Ladder Logic is installed (updates performed as required)
- Clean all equipment cabinets

Kidde Fire Trainers will provide Two (2) scheduled support visits per year at 6-month intervals. The approximate length of each visit will be 2 days.

Minutes, City of Southaven, Southaven, Mississippi

4.2 Unplanned (Corrective) Technical Support

Upon receipt of a request from the Owner, Kidde Fire Trainers will schedule a site visit by a trained technician to evaluate and repair the Fire Training Equipment. The complexity of the required repair will determine the length of the visit. Kidde Fire Trainers will furnish all parts, material, and labor required.

5.0 EXTENT OF COVERAGE

5.1 Items to be Maintained

Kidde Fire Trainers responsibility for Technical Support includes the Fire Training Equipment hardware and software provided by Kidde Fire Trainers as described in the Operation and Maintenance Manual.

5.2 Exclusions

Kidde Fire Trainers will not be responsible for the following:

- System hardware that has been abused or damaged.
- Loss of the Owner's ability to train because of conditions beyond Kidde Fire Trainers control.

5.3 Terms and Conditions

All sales are subject to Kidde Fire Trainers, Inc. terms and conditions attached hereto and no other terms and conditions, oral or written, shall be of any force or effect. Any additional, different, or conflicting terms or conditions contained in buyer's purchase order or in any other correspondence, previous or subsequent shall be deemed refused and objected to by Kidde Fire Trainers, Inc. and shall not be binding in any way on Kidde Fire Trainers, Inc., unless buyer and Kidde Fire Trainers Inc. specifically agree in writing on terms and conditions additional to or different from those contained hereto.

6.0 OWNER RESPONSIBILITIES

Consistently safe and reliable operation of the Fire Training Equipment depends on professional operation and quality scheduled support by skilled operating and maintenance personnel. Kidde Fire Trainers, therefore, requires the cooperation of the Owner in the following areas:

6.1 Routine Record Keeping

The Owner shall maintain daily log of Fire Training Equipment performance during training.

Minutes, City of Southaven, Southaven, Mississippi

6.2 Interim Maintenance

The Owner shall perform all interim maintenance tasks as described in the Operation and Maintenance Manual and maintain a log of all tasks performed. Owner will be responsible for keeping the equipment and associated equipment rooms neat and clean. If Kidde Fire Trainers is required to perform scheduled support, such as cleaning spilled smoke fluid from internal components due to improper handling, Kidde Fire Trainers will bill the service at the rate outlined under unplanned corrective maintenance to perform the clean up.

6.3 Approved Materials

All parts required during interim maintenance of the Fire Training Equipment shall be selected in accordance with the approved parts list provided in the Operation and Maintenance manual.

7.0 PERIOD OF PERFORMANCE

Kidde Fire Trainers will initiate Technical Support at the Owner's facility following the receipt and subsequent acceptance of a formal contract or purchase order. Coverage provided in accordance with the plan and period stipulated in the contract or purchase order.

All equipment to be included under this agreement shall be listed on this agreement, and is subject to inspection by Kidde Fire Trainers, prior to the commencement date.

All equipment two (2) years or older will be subject to a pre-contract inspection charge. The inspection charge is waived if the equipment meets Kidde Fire Trainers standards. The customer shall pay all charges incurred in restoring the equipment to good operating condition at the standard Kidde Fire Trainers Time and Material Pricing Structure listed below.

8.0 TECHNICAL SUPPORT PROGRAM PRICING STRUCTURE

8.1 Option 1

Kidde Fire Trainers proposal for our Technical Support Program for a one-year period starting 1 January 2015 will consist of the following:

- Two (2) on-site schedule support visits.
- On-call corrective support, as required.
- Required replacement parts.

Kidde Fire Trainers firm fixed price for this program is \$15,109.00 (Fifteen Thousand One Hundred Nine Dollars). Our price will remain valid for a period of 60 days. Invoices submitted semi-annually. Payment terms are Net 30 days.

Minutes, City of Southaven, Southaven, Mississippi

9.0 OPTIONAL RENEWALS

9.1 Optional Renewals Technical Support Program

Year	Period	Amount
Two	1/1/16 – 12/31/16	\$15,562.00
Three	1/1/17 – 12/31/17	\$16,029.00

Accepted by:

 Darren Musselwhite, Mayor

Customer Signature

Print Name & Title

PO #:

11-6-14

Date:

11-6-14

Billing Address:	Shipping Address:
Contact:	
Phone:	Fax:

10.0 TIME AND MATERIAL PRICING STRUCTURE

Unplanned (Corrective) Support (without coverage)

Cost are billed at the following rates:

Labor	\$190.00 per hour
Travel time	\$140.00 per hour
Parts and materials	List minus 10%
Airfare	Actual cost

Minutes, City of Southaven, Southaven, Mississippi

KIDDE FIRE TRAINERS - SERVICE TERMS AND CONDITIONS

ARTICLE 1: WORK Kidde Fire Trainers shall provide the equipment, data, services and/or training listed in accordance with Kidde Fire Trainers' formal quotation, statement of work and specifications.

ARTICLE 2: FACILITIES FURNISHED BY BUYER Without cost to Kidde Fire Trainers, Buyer shall furnish the necessary site, easements, facility, utilities, access and other to allow for the proper maintenance services to be provided, and water, air, light, and power at the locations of the work sufficient for Kidde Fire Trainers to fulfill its responsibility requirements, identified in the aforesaid Statement of Work (Attachment 1). Buyer shall also identify and provide such permits, priorities or other order of public authorities as may be necessary for Kidde Fire Trainers to perform the maintenance work described in of the aforesaid Statement of Work (Attachment 1) on a non-interference basis. Buyer agrees to provide a safe and secure workplace for Kidde Fire Trainers' personnel including but not limited to:

- (a) Buyer will provide us with an overview of the site hazards prior to work beginning;
- (b) Buyer will provide utility and other system connections in a condition that is safe and properly locked/tagged out in accordance with appropriate OSHA regulations in order to ensure the safety of Kidde Fire Trainers personnel;
- (c) Buyer will provide appropriate work area controls so as to prevent unauthorized access to the area where work being performed by Kidde Fire Trainers personnel is occurring; and
- (d) Buyer will remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations.

ARTICLE 3: BUYER'S REPRESENTATIVE Buyer shall provide a representative authorized to act for Buyer under this contract. The representative shall be available during normal working hours as often as may be necessary to implement Buyer's responsibilities under this contract.

All formal correspondence under this contract shall be addressed to and forwarded from the parties' representatives as identified and to the addresses specified below:

BUYER:

Buyer To Provide Name and Address In Writing

SELLER:

Contracts Program Manager
Kidde Fire Trainers, LLC.
17-Philips Parkway
Montvale, NJ 07645-1810 USA

ARTICLE 4: TIME OF COMPLETION Kidde Fire Trainers will deliver the equipment, data and/or services to the Buyer's designated site in accordance with schedule set forth in its quotation.

ARTICLE 5: DELAYS AND EXTENSION OF TIME

Notwithstanding any contract provisions to the contrary, Contractor's acceptance is conditioned on being allowed additional time for the performance of the Work due to delays beyond its reasonable control including, but not limited to, the Force Majeure events set forth in Article 13, and/or the act, omission, neglect, fault or default of others not under the control of Kidde Fire Trainers. The additional time allowed shall be, at a minimum, a period equivalent to the delay.

ARTICLE 6: CONTRACT PRICE AND PAYMENTS The price to be paid by Buyer to Kidde Fire Trainers for the performance of the work specified in Article 1 hereof shall be as set forth in Kidde Fire Trainers' quotation, which price includes all taxes or contributions at the present rate imposed by the Federal or State governments on Kidde Fire Trainers' payrolls and compensation to its employees. The contract price is based on one mobilization to unload the material and another when Kidde Fire Trainers begins installation. Buyer shall be responsible for the cost of any additional mobilizations to the extent they are caused by the delay of Buyer or its subcontractors. The cost of additional mobilizations shall be set forth in Kidde Fire Trainers' quotation.

Unless otherwise specified, the prices shown do not include any other taxes. Unless prohibited by statute, Buyer agrees to pay to Kidde Fire Trainers the amount of any Federal, State, City or other tax that Kidde Fire Trainers may be required to pay on account of the ownership at the place of delivery, or the manufacture, transportation, sale or use of the product which is the subject of this order.

Payments shall be made to Kidde Fire Trainers as set forth in Kidde Fire Trainers quotation. Payment with respect to goods ordered is due 30 days following invoice by the Kidde Fire Trainers. Buyer shall reimburse Kidde Fire Trainers for its reasonable costs and expenses, including without limitation attorney's fees, incurred in connection with the institution of legal proceedings to collect any past due indebtedness hereunder.

ARTICLE 7: ENTIRE CONTRACT

- (a) These terms and conditions along with Kidde Fire Trainers quotation shall constitute the entire agreement between the parties with respect to the subject matter hereof.
- (b) This contract shall supersede all prior oral and written agreements, communications and documents between the parties with respect to the subject matter hereof.
- (c) No agreement or understanding in any way modifying these terms and conditions will be binding upon Kidde Fire Trainers unless made in writing and signed by an authorized employee of Buyer and Kidde Fire Trainers.
- (d) The invalidity, in whole or in part, of any of the foregoing articles or paragraphs of these Terms shall not affect the remainder of such articles or paragraphs or any other article or paragraph of these Terms, which shall continue in full force and effect.

ARTICLE 8: INCREASE IN COST If the contract delivery schedule is greater than twelve (12) months, the Contract Price may be adjusted annually on the anniversary of the execution date to reflect increases in material and labor costs. If the "Producer Commodity Prices for Metals and Metal Products Index" increases by 30% or more, the Kidde Fire Trainers reserves the right to increase the contract price by 10%.

ARTICLE 9: INSPECTION AND ACCEPTANCE

- a) **INSPECTION** - During the progress of the work and up to the date of equipment acceptance, Kidde Fire Trainers shall at all times afford the Buyer every reasonable, safe and proper opportunity for inspecting all work done.
- b) **ACCEPTANCE** - Within five (5) days of completion of the maintenance services, Kidde Fire Trainers shall notify Buyer in writing of the date completion. The Certificate of Acceptance, included as Attachment 1, shall be signed by Buyer at successful completion of each maintenance service.

Minutes, City of Southaven, Southaven, Mississippi

KIDDE FIRE TRAINERS- SERVICE TERMS AND CONDITIONS

ARTICLE 10: WARRANTY

- a) Kidde Fire Trainers warrants to Buyer that any part will be free from defects in materials or workmanship for a period of three (3) months (but not longer than its useful life) from the date of part shipment.
- b) Warranty adjustment
 1. If any defect appears within the warranty period, Buyer shall immediately provide Kidde Fire Trainers written notice.
 2. Buyer's sole and exclusive remedy shall be for Kidde Fire Trainers to repair or furnish a replacement part for any part, which, upon test and examination by Kidde Fire Trainers, proves defective within the above warranty.
- c) Exclusions from Warranty
 1. TO THE EXTENT PERMITTED BY LAW, THE FOREGOING WARRANTIES ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY KIDDE FIRE TRAINERS IN CONNECTION WITH THE SERVICES PERFORMED AND PRODUCTS PROVIDED HEREUNDER, AND ARE IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WHICH ARE HEREBY DISCLAIMED AND EXCLUDED BY KIDDE FIRE TRAINERS, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.
 2. To the extent permitted by law, Kidde Fire Trainers will not be liable for any special or consequential damages or for loss, damages or expense directly or indirectly arising from the use and maintenance of the Equipment or any inability to use such equipment either separately or in combination with any other equipment or material or from any other cause, nor shall Kidde Fire Trainers be liable for personal injury, death, or property damage arising from or connected with the use or maintenance of the Equipment made the basis of this agreement.
 3. The warranty does not extend or apply to any part of which the part or equipment has been subjected to misuse, neglect, accident, or improper use in violation of any Kidde Fire Trainers' operator's manual.
 4. The warranty does not extend or apply to any part of which the part or equipment has been repaired, altered, or disconnected by any party other than Kidde Fire Trainers unless under the direction of Kidde Fire Trainers.

ARTICLE 11: INSURANCE Kidde Fire Trainers shall carry Contractor's Comprehensive Bodily Injury and Property Damage Liability Insurance and shall comply with Worker's Compensation Laws relating to the compensation of its injured workmen and will provide Buyer with a Certificate of Insurance upon request. Buyer shall be responsible for and, at Buyer's option and expense shall insure against theft, vandalism or all other damage to, destruction of and loss of use of Buyer's existing property and all deliverable Article 1 equipment as well as Kidde Fire Trainers property located on the Buyer's property or in the Buyer's facility, due to fire or other perils, prior to, during or after acceptance, however caused.

ARTICLE 12: LIMITATION OF LIABILITY To the extent permitted by law, the aggregate liability of Kidde Fire Trainers hereunder whether in contract, tort (including negligence) or otherwise, will be limited to one times the contract value, provided however the foregoing limitation does not limit the liability of Kidde Fire Trainers for any injury to, or death of a person, caused by the gross negligence of Kidde Fire Trainers.

Under no circumstances shall either party be liable for special, indirect, or consequential damages of any kind including, but not limited to, loss of profits, loss of good will, loss of business opportunity, additional financing costs or loss of use of any equipment or property, whether in contract, tort (including negligence), warranty or otherwise. Kidde Fire Trainers will not be liable for any breach of this Contract unless written notice of the claim is given to Contractor within one (1) year of the date of the occurrence of the breach.

ARTICLE 13: FORCE MAJEURE Under no circumstances shall either party be liable for any loss, damage or delay due to any cause beyond either party's reasonable control, including but not limited to acts of government, acts of terrorism, strikes, lockouts, other labor disputes, fire, explosion, theft, weather damage, flood, earthquake, riot, civil commotion, war, mischief or act of God. In the event of a force majeure claim by either party, Kidde Fire Trainers does not waive Buyer's duty to comply with the terms of Article 6 or any other payment schedule agreed upon by the parties.

ARTICLE 14: PROPRIETARY INFORMATION "Proprietary Information" shall mean all information, data, manuals, drawings, designs, or software disclosed by, authorized to be disclosed by, or otherwise obtained from Kidde Fire Trainers, LLC, its affiliates or subsidiaries, in connection with this contract (including the Statement of Work).

Unless the Buyer has received Kidde Fire Trainer's express written consent to the contrary, Buyer shall: (a) use the Proprietary Information solely for the purposes of this contract, and not for any other purpose (including, without limitation, designing, manufacturing, or selling similar equipment); (b) safeguard the Proprietary Information to prevent its disclosure to or use by third parties; (c) not disclose the Proprietary Information to any third party; and (d) not reverse engineer, disassemble, or decompile the Proprietary Information. Except that with respect to (c), Buyer may disclose Proprietary Information to a third party contracted by Buyer to perform emergency repair work for the Buyer, where the item or process concerned is not otherwise reasonably within Buyer's capabilities to enable timely performance of the work, provided that the disclosure of information shall be made solely for the purpose of repair work for Buyer and shall be provided together with the legend below.

The attached legend (Attachment A) shall be completed and included on any reproduction which includes any Proprietary Information.

ARTICLE 15: SETTLEMENT OF DISPUTES OR DISAGREEMENTS In the event of any dispute or disagreement arising under this contract, it is mutually agreed, that upon written notice of either to the other party, both Buyer and Kidde Fire Trainers will attempt settle such dispute or disagreement.

If both parties agree that a dispute or disagreement is of such nature that it cannot be settled as provided for above, then by mutual agreement of the parties such dispute or disagreement may be submitted to arbitration in accordance with the Rules of the American Arbitration Association in which event, the decision of the arbitrators shall be final and binding upon both parties.

ARTICLE 16: GOVERNING LAWS The laws of the state of Mississippi, USA excluding its conflict of laws provisions, shall govern the terms of this Agreement and all rights and obligations hereunder. No conflict of laws provisions will be applicable. Provided that the dispute is not submitted to arbitration pursuant to Article 15, any disputes arising from this agreement shall be venued in the Courts of Mississippi.

Minutes, City of Southaven, Southaven, Mississippi

KIDDE FIRE TRAINERS- SERVICE TERMS AND CONDITIONS

ARTICLE 17: ASSIGNMENT Notwithstanding anything in this agreement, Kidde Fire Trainers reserves their right to assign the duties under this agreement to an affiliate or subsidiary.

ARTICLE 18: EXPORT CONTROL Buyer agrees to conduct its operations under this Contract and perform all its responsibilities in full compliance with export and other foreign trade controls under any applicable United States (U.S.) laws restricting sales or transfers to other countries or parties of commodities, software, technology, or technical data. Any other provision of this Contract to the contrary notwithstanding, Buyer agrees that no commodities, software, technology, or technical data of U.S. origin or with U.S. origin content will be sold, exported, re-exported or transmitted except in full compliance with all applicable laws, including all relevant U.S. government requirements. In addition, Buyer shall comply with all applicable laws, including U.S. government requirements, governing the transfer of information and items to U.S. embargoed and sanctioned countries and denied and restricted parties. Any violation of this section, as determined solely by Kidde Fire Trainers, shall be deemed a material breach of this Contract.

ARTICLE 19: COMPLIANCE WITH LAWS Buyer represents, warrants, certifies and covenants (collectively "Covenants") that it will comply with all laws applicable to the goods, services and/or the activities contemplated or provided under these Terms, including, but not limited to, any national, international, federal, state, provincial or local law, treaty, convention, protocol, common law, regulation, directive or ordinance and all lawful orders, including judicial orders, rules and regulations issued thereunder.

ARTICLE 20: FEDERAL ACQUISITION REGULATIONS The components, equipment and services proposed by Seller are commercial items as defined by the Federal Acquisition Regulations ("FAR") and the prices in any resulting contract and in any change proposal are based on Seller's standard commercial accounting policies and practices which do not consider any special requirements of U.S. Government cost principles and do not meet the requirements of Part 31 of the FAR or any similar procurement regulations. Seller agrees only to perform a contract for the sale of a commercial item on a fixed-price basis. In addition, Seller will not agree to submit or certify to any cost or pricing data nor will Seller agree to any requirements to establish price reasonableness under FAR Part 15 or such similar regulations. In stating its position, Seller refers to FAR Part 12 - "Acquisition of Commercial Items." All Sales under \$3,000 are made pursuant to FAR Part 13, Simplified Acquisitions.

Attachment A: Limited Rights Legend

Contract No.
Buyer:
Contractor: Kidde Fire Trainers, LLC

Acceptance of the attached or enclosed Proprietary Information shall indicate your agreement to the following:

Unless the recipient of this Proprietary Information has received Kidde Fire Trainer's express written consent to the contrary, the recipient shall: (a) use the Proprietary Information solely for the purposes of the above identified contract, and not for any other purpose (including, without limitation, designing, manufacturing, or selling similar equipment), (b) safeguard the Proprietary

Information to prevent its disclosure to or use by third parties, (c) not disclose the Proprietary Information to any third party; and (d) not reverse engineer, disassemble, or decompile the Proprietary Information.

All Proprietary Information delivered hereunder shall remain the property of Kidde Fire Trainers, LLC

Minutes, City of Southaven, Southaven, Mississippi

Kidde Fire Trainers, LLC.
17 Philips Parkway
Montvale, NJ 07645-1810 USA
Tel +1 201.300.8100
Fax +1 201.300.8101
www.kiddefl.com



14 October 2014

sbenson@southaven.org

Refer: P14001-VA-14-352

Southaven Fire Department
8710 Northwest Drive
2nd Floor
Southaven, MS 38671

Attention: Stephen Benson, Training Officer

Subject: Southaven Fire Department, Direct Procurement Justification

Dear Mr. Benson:

Kidde Fire Trainers is pleased to provide information for your consideration with respect to a direct procurement from Kidde Fire Trainers of maintenance support for the FireTrainer® T500 live fire training system at the Southaven Fire Department facility.

As the designer, manufacturer and installer of the FireTrainer® T500, Kidde Fire Trainers maintains the resources, materials and equipment necessary to fully support the trainer. Kidde Fire Trainers is the only company within the corporation qualified to offer a comprehensive maintenance support for your trainer. There are no outside organizations that have been authorized to conduct maintenance or repairs on our trainers.

As the original developer of computer-controlled propane fueled fire fighter trainers, Kidde Fire Trainers has a vast intellectual property portfolio that includes numerous patents, evidencing our strong technical capability. Kidde Fire Trainers developed proprietary software used with the trainer and will install any updates developed for similar trainers at no additional cost. Kidde Fire Trainers does not release its source code to anyone for any purpose.

Kidde Fire Trainers maintains an inventory of the most frequently replaced components, affording us the ability to respond quickly to system malfunctions. Our Customer Service Department maintains a staff of skilled technician's factory trained in 3 required disciplines, HVAC, mechanical and electrical. They are capable of providing knowledgeable, comprehensive and timely support.

Kidde Fire Trainers delivers its trainer with an Operation and Maintenance Manual that provides the user with limited rights in the data. Release of our documentation outside of a user organization requires prior Kidde Fire Trainers written approval except in cases of emergency.

Should you have any questions, or if I may be of further assistance, please do not hesitate to call me at (201) 300-8100, Extension 302.

Yours sincerely,

A handwritten signature in cursive script that reads "James Gould".

James Gould
Customer Service Manager

This document and subsequent pages include information that is proprietary to Kidde Fire Trainers, LLC and shall not be disclosed outside of the addressee's organization and shall not be duplicated, used or disclosed in whole or in part for any reason other than to evaluate our offering.

Minutes, City of Southaven, Southaven, Mississippi

Southaven Fire Department *Division of Fire & Emergency Medical Services*

Ronald L. White
Fire Chief

8710 Northwest Drive, 2nd Floor
Southaven, MS 38671
Office: (662) 393-7466 Fax: (662) 280-6521

Roger L. Thornton
Deputy Fire Chief

November 4, 2014.

Mayor Musselwhite and Board of Alderman
City of Southaven

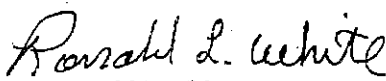
Dear Mayor and Board,

The current maintenance agreement for inspection and maintenance services for the training burn props at the fire department training center is about to expire. The department would like to recommend the current contracts with the existing vendor be renewed for a one year period. Kiddie Fire Trainers is proposing the cost to be \$15,109.00. This agreement is a budgeted item in the fire department operating budget.

For the purpose of renewal of this agreement in the future as well as for the purchase of parts to maintain the system, we are asking the Mayor and Board to accept Kiddie Fire Trainers as the sole source provider for this service and any replacement parts.

Copies of the Proprietary Justification Letter and the Maintenance Agreement Proposal have been enclosed with this letter. The enclosed contract has been reviewed and approved by the City Attorney Mr. Nick Manley.

Respectfully,


Ronald L. White
Fire Chief

CC: Chris Wilson, CAO
Shelia Heath City Clerk
Nick Manley, City Attorney
File

Enclosure

Minutes, City of Southaven, Southaven, Mississippi

Kidde Fire Trainers, LLC.
17 Philips Parkway
Montvale, NJ 07645-1810 USA
Tel +1 201.300.8100
Fax +1 201.300.8101
www.kiddeft.com



13 October 2014

Via Facsimile: sbenson@southaven.org

Refer to: P14001-VA-14-348

Stephen Benson
Training Officer
Southaven Fire Department
8710 Northwest Drive
2nd Floor
Southaven, MS 38671

Dear Mr. Benson:

Subject: 1) Southaven Fire Department, Maintenance Contract Proposal

Enclosure: 1) Southaven Fire Department, Maintenance Contract Proposal
2) Kidde Fire Trainers Service Terms and Conditions

Kidde Fire Trainers is pleased to provide our price quote for maintenance support services for the Fire Trainer®T500 Live Fire Training System at your facility.

As the designer, manufacturer and installer of the Fire Trainer®T500 Live Fire Training System, Kidde Fire Trainers maintains the resources, materials and equipment necessary to fully service the trainer.

Should you have any questions, or if I may be of further assistance, please do not hesitate to call me at (201) 300-8100, Extension 242.

Yours sincerely,

A handwritten signature in cursive script, appearing to read "Valerie L. Arsen".

Valerie L. Arsen
Customer Service Administrator

This document and subsequent pages include information that is proprietary to Kidde Fire Trainers, LLC and shall not be disclosed outside of the addressee's organization and shall not be duplicated, used or disclosed in whole or in part for any reason other than to evaluate our offering.

Minutes, City of Southaven, Southaven, Mississippi

Southaven Police Department



W. TOM LONG
Chief of Police

STEVE PIRTLE
Deputy Chief of Police

MISSISSIPPI

November 3, 2014

Honorable Mayor Musselwhite and Board of Alderman

As I am sure you are aware, the DeSoto County 911 Commission and the State of Mississippi Wireless Communication Commission have been in negotiations to combine the DeSoto County E-911 Trunking Radio system, of which we are a part of, and the Mississippi Wireless Information Network (MSWIN). Both entities are in final negotiations and the project is proposed to be in place and operational in mid 2015.

As the radios that we were utilizing at the time negotiations began would not be capable of working on the new system, the Southaven Police Department began purchasing radios that would be capable of being utilized when the change occurred.

I am requesting that I be allowed to purchase 23 portable walkie talkies for the amount of \$74,951.25 (price quote attached). this will finish replacing older radios that will not function when the change over takes effect. This also includes radios for additional officers that we are hiring. This amount was anticipated and we requested this amount to be included in the Police department's FY2014-15 budget request. These monies were part of our final budget when approved by the Board in September 2014. Therefore, this is not a request for additional money nor will there will be a need for any budget transfers.

All pricing is Mississippi State Contract pricing under MSWIN 3429 therefore the City is not required to implement the bid process. In addition due to the negotiations by the Mississippi Wireless Communication Commission and the DeSoto County 911 Commission, there are some additional discounts below the state contract pricing amounts that have been applied to this purchase.

I am respectfully requesting the Mayor and Board of Alderman approve the requested amount of \$74,951.25, that is a part of the Southaven Police Department's FY2015 budget.

Thank you and if you have any additional questions please contact me.

Steven E. Pirtle
Deputy Chief of Police

8691 Northwest Drive • Southaven, Mississippi 38671 • (662) 393-8652 • Fax (662) 393-7138

Minutes, City of Southaven, Southaven, Mississippi

WCC Action: _____ Date: _____

MWCC

Mississippi Wireless Communication Commission

Wireless Communications Request
% Ms. Lana Nicks,
MS Wireless Communication Commission
412 East Woodrow Wilson Ave, Mail Stop 6601
Jackson, Mississippi 39216
Phone: 601-359-5126; Fax: 601-359-5362
lnicks@wcc.ms.gov

Local Procurement Request

Project Title: Southaven Police Dept. Portable Subscriber Purchase				
Contact Information				
Local Governing Authority: City of Southaven		Contact Person: Chief Steve Pirtle		
Address: 8791 Northwest Dr.		Phone: (901) 393-1465		
Department: Police Department		Fax: (901) 393-1466		
		Email Address: spirtle@southaven.org		
Project Summary				
Project Type: New System ☐ Upgrade/Enhancement to Existing System ☒ System Expansion ☐ Maintenance ☐				
Narrative Description of Current System and Proposed Project including a time line for implementation (Attach additional sheets if needed.) City of Southaven currently operates on the Desoto County 911 800 mhz. analog radio system. The 911 board is in transition to upgrade the current system to a phase II P25 digital system in 2015. This purchase for subscribers will accommodate the current Desoto system, the future Desoto system, and the MSWINS system.				
Discuss Funding (Total project budget; source of funds, i.e., Homeland Security, local revenue, grants, other state or federal funding) Funding board approved for the Police Department 2015 fiscal year budget.				
Acquisition Details (Attach additional sheets as needed)				
Items Requested:				
Item	Quantity	Description	Manufacturer	Purchase Cost
Motorola APX6000	23	Portable Radio	Motorola	\$74,951.25
				\$
				\$
				\$
				\$
TOTAL				\$74,951.25
Acquisition Method: Competitive bid by requesting entity: _____ 2-Way Radio EPL: _____ Quotes: _____				
Existing Contract by requesting entity: _____ MSWIN Motorola 3429: ☒ Other: _____				
If "other," specify method: _____				
Critical Factor(s): What is driving this acquisition at this time? Entering in to 2015 budget year as of Oct.1, 2014				

Name (Presiding Officer) / Title _____

Signature _____

Date _____

Please Attach:

- Official Board Order or Certified Copy of Minutes authorizing this project
- For radio acquisitions, answers to *General Analysis Questions: Local Government Radio Acquisitions*
- All Vendor price quotes

Revised: 10/13/2014

Minutes, City of Southaven, Southaven, Mississippi

Mississippi Statewide Wireless Integrated Network (MSWINS) Analysis Questions: Local Government Radio Acquisitions

(Note: Requestor should coordinate with ITS, the WCC, and/or the incumbent vendor, as required, to thoroughly and accurately answer each of the questions listed)

1. What is needed/being requested? Portable Radio
2. What is the impact of the local project on the state MSWINS project?
Subscribers will interoperate with the MSWINS Sytem
3. What is the potential impact of the state MSWINS project on the local project(s)?
Subscribers were configured based on the Motorola MSWINS packages.
4. How can shared facilities (equipment and infrastructure) be leveraged to benefit one or both projects?
Subscribers were configured to work on the Motorola MSWINS packages and the Desoto System
5. How does the proposed technology mesh with the state's technical implementation?
Through the MOU between Desoto County and the WCC
6. Describe where the differing technologies fit on the technology roadmap. Is there a defined migration path from the older to the more recent technology solution?
Transition from 800mhz. analog to 800mhz. p25 phase II
7. Are the equipment purchase prices consistent with or better than the state contract prices and discounts? Yes
8. What level of interoperability with the state and other local systems will this implementation achieve?

Subscribers will be interoperable at all levels;
Consoles, existing subscribers, and through the microwave

Revised: 10/13/2014

Minutes, City of Southaven, Southaven, Mississippi



MOTOROLA SOLUTIONS

Quote Number: QU0000295850

Effective: 31 October 2014

Effective To: 31 December 2014

Bill-To:

City of Southaven
8710 Northwest Dr.
Southaven, MS 38671

Name: Chief Steve Pirtle

Email: spirtle@southaven.org

Phone: (662)393-1465

Contract Number: MISSISSIPPI MSWIN CONTRACT 3429

Freight terms: FOB Destination

Ultimate Destination:

Southaven Police Department
8791 Northwest Dr.
Southaven, MS 38671

Sales Contact: Rodney Willhite

Email: Rodney.willhite@iciwireless.com

Phone: 9013664412

Payment Terms: Net 30

MSWINS + ADD'L DISCOUNT

Quantity	Model Number	Description	List Price	Discounted Price	Extended Price
23	H98UCF9PW6AN	APX6000 700/800 MODEL 2.5 PORTABLE	\$5,289.00	\$3,271.00	\$75,233.00
23	QA01648AA	ADD: ADVANCED SYSTEM HARDWARE KEY			
23	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION			
23	H38BT	ADD: SMARTZONE OPERATION			
23	Q361AR	ADD: P25 9600 BAUD TRUNKING			
23	QA00580AC	ADD: TDMA OPERATION			
23	G996AU	ADD: PROGRAMMING OVER P25 (OTAP)			
23	H43BE	ENH: RADIO TRACE/ REMOTE MONITOR			
23	Q947BC	ADD: RADIO PACKET DATA			
23	Q884BC	ENH: 1 YR SFS LITE			
23	NNTN7038A	IMPRES IP67 LIION 2900MAH			
23	PMMN4069	REMOTE SPEAKER MIC NOISE CANCELING			
23	QA00583AC	ADD: ENABLE BLUETOOTH SOFTWARE	\$150.00	\$127.50	\$2,932.50
23	QA00782AC	ENH: ENABLE GPS BASIC FUNCTIONALITY	\$100.00	\$85.00	\$1,955.00
23	WPLN7080	IMPRES SINGLE UNIT CHARGER	\$125.00	\$106.25	\$2,443.75
23	NNTN7038A	IMPRES IP67 LIION 2900MAH (EXTRA)	\$140.00	\$119.00	\$2,737.00
23	*W635AH	APX ADDITIONAL DESOTO DISCOUNT	(\$450.00)	(\$10,350.00)	(\$10,350.00)

DISCOUNT APPLIED TO PER UNIT PRICE

QUOTE TOTAL \$74,951.25

*APX ADDITIONAL DESOTO DISCOUNT IN ADDITION TO MSWINS CONTRACT

PROGRAMMING AND INSTALLATION NOT INCLUDED

MSWIN CONTRACT 3429

THIS QUOTE IS BASED ON THE FOLLOWING:

1 This quotation is provided to you for information purposes only and is not intended to be an offer or a binding proposal.

If you wish to purchase the quoted products, Motorola Solutions, Inc. ("Motorola") will be pleased to provide you with our standard terms and conditions of sale (which will include the capitalized provisions below), or alternatively, receive your purchase order which will be acknowledged.

Thank you for your consideration of Motorola products.

2 Quotes are exclusive of all installation and programming charges (unless expressly stated) and all applicable taxes.

3 Purchaser will be responsible for shipping costs, which will be added to the invoice.

4 Prices quoted are valid for thirty(30) days from the date of this quote.

Minutes, City of Southaven, Southaven, Mississippi

Unless otherwise stated, payment will be due within thirty days after invoice. Invoicing will occur concurrently with shipping.

MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE ORDERED PRODUCTS, EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

MOTOROLA'S TOTAL LIABILITY ARISING FROM THE ORDERED PRODUCTS WILL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. IN NO EVENT WILL MOTOROLA BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

Minutes, City of Southaven, Southaven, Mississippi

City of Southaven Parks and Recreation BEVERAGE AGREEMENT

This Beverage Agreement (the "Agreement") is made this January 1, 2015 by and between [Pepsi Beverages Company ("Pepsi") with offices located at [671 South Rowlett, Collierville TN 38017] and [City of Southaven Parks and Recreation], with facility located at [3335 Pine Tar Alley, Southaven MS 38672] (the "Customer").

WHEREAS, Customer and Pepsi each desire that Pepsi, through its Brands (as hereinafter defined), serve as the sole, exclusive and official Beverage (as hereinafter defined) supplier, distributor and advertiser of Customer at each and every location owned and operated, controlled or utilized by the Customer including, but not limited to, each and every location (excluded Snowden Grove Amphitheater), Beverage fountain and vending location, special events area, concession vending area and any and all other areas and locations that become operational during the term of this Agreement (the "Facilities").

NOW THEREFORE, in consideration of the mutual covenants Pepsi and Customer hereby agree as follows:

1. Beverages shall be defined as any and all non-alcoholic drinks except hot brewed coffee, hot brewed tea and milk.
2. Brands shall mean any and all Beverages sold and distributed by Pepsi and any and all Beverages Pepsi may sell or distribute in the future including, but not limited to, carbonated soft drinks, non-carbonated soft drinks, juices, juice containing beverages, teas, energy drinks, sports drinks, or isotonic drinks, bottled waters and bottled coffees.
3. Subject to the renewal provisions set forth herein below, the term of this [Five years (05)] year Agreement shall commence on ,01-01- 2015 and terminate on ,12-31- 2020.
4. In exchange for Customer's 5 year commitment and other valuable consideration and upon full execution of this Agreement, the parties agree as follows:
 - a. Year one (1), Pepsi agrees to pay Customer an upfront payment of \$10,000 sponsorship and \$1,000 product donation. Payment shall be made within sixty (60) days.
 - b. Years two (2) through five (5), Pepsi agrees to pay Customer sponsorship amount based upon a volume matrix as describe on the 4th page. Payment is processed at the end of each year when contract was signed and shall be paid within sixty (60) days.
 - c. Years two (2) through five (5), Pepsi agrees to pay Customer \$1,000 product donation. Payment is processed at the end of each year when contract was signed and shall be paid within sixty (60) days.
 - d. Rebate payments shall be made within sixty (60) days after the anniversary date of each year of this Agreement based on the immediately prior year's purchases. Rebates will be \$5.00 only for 20 oz 24 pack/case CSD, Gatorade and Aquafina products. Volume report will be provided.
 - e. Pepsi reserves the right to increase product prices up to four (4%) per year during the Term.
 - f. Pepsi shall donate POS (Gatorade sideline kits, menu boards, t-shirts, caps) items not to exceed \$4,000 year one (1) and \$2,000 per year of year two (2) through year five (5) of contract.
 - g. Pepsi shall provide vending and cooler equipment, repairs or replacement equipment at no cost to customer.

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h. Semi-annual business reviews will be conducted with customer.

5. All payments, including the value of donations, made by Pepsi to Customer under Paragraph 4 of this Agreement shall be deemed earned at an equal prorated rate per month for the purposes of this Agreement, notwithstanding the date of actual payment.

6. Customer hereby licenses and appoints Pepsi, through its Brands, as the sole, exclusive and official Beverage supplier, distributor and advertiser of Customer and the Facilities. Customer shall cause the Brands to be exclusively available at the Facilities and no Beverages or Beverage related items including, but not limited to, cups or premium items, that compete with or are the same as or similar to the Brands shall be made available, advertised and/or promoted at the Facilities or by Customer.

7. Customer recognizes that Pepsi has paid valuable consideration to ensure an exclusive Beverage associational relationship with Customer with respect to an exclusive Beverage supply and distribution program and that any dilution or diminution of such exclusivity seriously impairs Pepsi's valuable rights. Accordingly, in the event another person or entity attempts, without Pepsi's explicit consent, to associate Beverages that compete with or are the same as or similar to the Brands ("Competitive Products") with Customer or to suggest that Competitive Products are endorsed by or associated with Customer by referring directly or indirectly to Customer (all of which actions described herein are sometimes referred to as "Ambush Marketing"), Customer will promptly oppose such actions and cooperate with Pepsi's efforts to stop the Ambush Marketing and to protect the exclusive associational rights granted to Pepsi in this Agreement. In the event any such Ambush Marketing occurs during the Term or any renewal thereof, immediately upon learning thereof, each party shall notify the other party hereto.

8. All art work and logo sheets to be used in any advertisements, signage and press releases promoting the Brands are subject to the prior mutual approval of Pepsi and Customer, with neither party unreasonably withholding such approval.

9. Except as may otherwise be required by this Agreement, law or legal process, no party shall disclose to any third party the terms and conditions of this Agreement.

10. Except if prohibited by law, during the entire Term, Pepsi shall provide and supply Customer with all necessary equipment to dispense the Brands at the Facilities without charge; provided that all Beverages are supplied to Customer and the Facilities by Pepsi as set forth above and that the only products dispensed from such equipment are the Brands. Pepsi will provide service on all equipment without charge to Customer. All rights, title and interest in all Pepsi equipment supplied to Customer shall at all times remain with Pepsi.

11. Customer represents and warrants to Pepsi that all appropriate approvals required to enter into this Agreement have been granted and the individual executing this Agreement on behalf of Customer has been duly authorized by any and all persons or entities of which authorization is required to enter into this Agreement on behalf of Customer. Customer also agrees that at no time will it challenge, contest, disclaim or deny the authority of the individual signing this Agreement on behalf of Customer or use as a basis to void, cancel or nullify this Agreement a claim that the individual signing below was not authorized to sign this Agreement on behalf of Customer. Further, Customer guarantees and warrants that the execution, delivery and performance of this Agreement by Customer will not and does not violate any agreements with or the rights of third parties.

12. In the event any of the covenants, agreements, terms or provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms and provisions contained herein shall not in any way be affected, prejudiced or disturbed thereby.

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13. If Customer fails to perform any of the promises set forth in this Agreement, then as an option but not as its sole remedy, Pepsi may terminate this Agreement. If this Agreement is terminated for any reason, Customer agrees to return to Pepsi a pro rata portion of all monetary payments, including the value of donations, made to but not earned by Customer under Paragraphs 5 of this Agreement. Further, any such breach by Customer shall be deemed as authorization to Pepsi to allow Pepsi immediate access to the Facilities to take possession of each and every piece of Pepsi's equipment without any claim of trespass.

14. Any failure by either party hereto to enforce at any time or for any period of time any one or more of the terms or conditions of this Agreement, shall not be a waiver of such terms or conditions or of either party's right thereafter to enforce each and every term and condition of this Agreement.

15. It is mutually understood and agreed, and it is the intent of Pepsi and Customer that an independent contractor relationship be established and is hereby established under the terms and conditions of this Agreement: that employees of Customer are not, nor shall they be deemed to be, employees of Pepsi; and, that employees of Pepsi are not nor shall they be deemed to be employees of Customer.

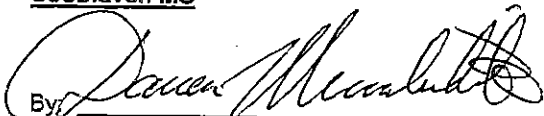
16. This Agreement may not be assigned by either party hereto without the express written consent of the other.

17. This Agreement fully expresses the entire understanding of Pepsi and Customer. Any and all prior understandings are hereby canceled. No future changes in the terms of this Agreement shall be valid, except when and if reduced to writing and signed by both Pepsi and Customer, by legally authorized officials thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

[City of Southaven Parks and Recreation,
Southaven MS

[Pepsi Beverages Company, Collierville TN]

By: 

By: 

Name: Darren Musselwhite

Name: Todd Guelker & Ryan Pelle

Title: Mayor

Title: FSR Sr. Food Service Manager

Mailing address

Fein number

Minutes, City of Southaven, Southaven, Mississippi

Volume / Funding Matrix

	<u>Index</u>	<u>B&C Only (no FSV/FTN)</u> <u>Cases</u>	<u>Funding Amount</u>
BAM Assumption	1.03	4,121	\$10,303
	1.02	4,080	\$10,201
	1.01	4,040	\$10,100
	1.00	4,000	\$10,000
	0.99	3,960	\$9,900
	0.98	3,920	\$9,801
	0.97	3,881	\$9,703
	0.96	3,842	\$9,606

First year funding is the assumed funding (\$10000). Yr 2 & all out years, the funding is based on PY actual sales. Equation is: PY Actual B&C volume divided by volume assumption (4000) gives the index and then the index is multiplied by the funding commitment per year (\$10000).

Minutes, City of Southaven, Southaven, Mississippi

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI DECLARING SURPLUS PROPERTY

WHEREAS, the City of Southaven Information Technology Department is presently in possession of a variety of property attached hereto as Exhibit A, which is outdated, not useful or cost effective due to the storage and maintenance costs; and

WHEREAS, pursuant to Mississippi Code 17-25-25, it has been recommended to the Mayor and Board of Aldermen that the property as set forth in Exhibit A be declared as surplus and sold and/or disposed of as appropriate and in accordance with Mississippi Code 17-25-25, and removed from the fixed assets inventory; and

WHEREAS, the Mayor and Board of Aldermen are desirous of disposing of such property and amending, its fixed assets inventory pursuant to State guidelines; 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 property listed in Exhibit A be hereby declared as surplus property due to the fact that the property is outdated, not useful or cost effective due to the storage and maintenance costs.
2. The City Clerk, or her designee, is hereby authorized and directed to follow Mississippi Code 17-25-25 for the disposition of the property in Exhibit A.

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Minutes, City of Southaven, Southaven, Mississippi

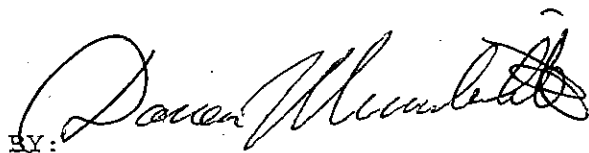
Following the reading of this Resolution, it was introduced by Alderman Ferguson and seconded by Alderman Beshears. The Resolution was then put to a roll call vote and the results were as follows, to-wit:

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

RESOLVED AND DONE this 4th day of November, 2014.

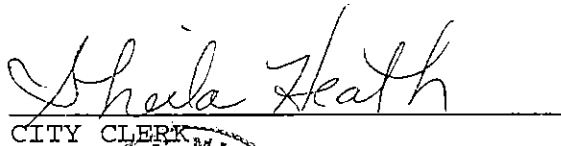
Having received a majority of affirmative votes, the Mayor declared that the Resolution was carried and adopted as set forth above on this the 4th day of November, 2014.

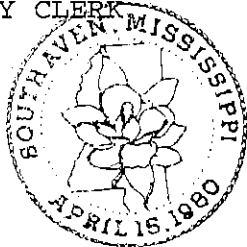
CITY OF SOUTHAVEN, MISSISSIPPI

BY: 

DARREN MUSSELWHITE, MAYOR

ATTEST:


CITY CLERK



Minutes, City of Southaven, Southaven, Mississippi



Information Technology & Emergency Communications Department City of Southaven, MS

8710 Northwest Drive * Southaven, MS * 38671 * Office (662) 280-6557 * FAX (662) 280-6559

To: Mayor Musselwhite/Board of Aldermen
From: Chris Shelton
Date: 10/22/14
RE: Surplus Property

Mayor and Board,

Attached is a list of items that have reached end of life and are no longer of use.

I respectfully request permission to dispose of them as appropriate and in accordance with state law, and remove the items from fixed assets inventory.

Respectfully,

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

Chris Shelton
Director of Information Technology
And Emergency Communications

City of Southaven – The Top of Mississippi

Minutes, City of Southaven, Southaven, Mississippi

Minutes, City of Southaven, Southaven, Mississippi

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI DECLARING SURPLUS PROPERTY AND SETTling CLAIM

WHEREAS, the City of Southaven ("City") Utility Department is presently in possession of a vehicle, 2007 Chevrolet Silverado, VIN# 1GCEC14C77513338, Title Number E551263, and mileage in the approximate amount of 4875 ("Vehicle"), which is inoperable due to an incident on October 21, 2014; and

WHEREAS, pursuant to Mississippi Code 17-21-21, the City has the power to file a claim for the incident as the City was not at fault; and

WHEREAS, the City Mayor and Board of Aldermen are desirous of settling the claim with Progressive Insurance in the amount of \$11,559.37 and disposing of such Vehicle to Progressive; 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 claim of the City against Progressive be settled in the amount of \$11,559.37 and the salvaged portion of the Vehicle be hereby granted to Progressive Insurance Company.
2. The City Mayor, or his designee, is hereby authorized and directed to take all actions, including the transfer of the Vehicle, for the disposition of the Vehicle in settlement of the claim and all other actions to effectuate the intent of this Resolution.

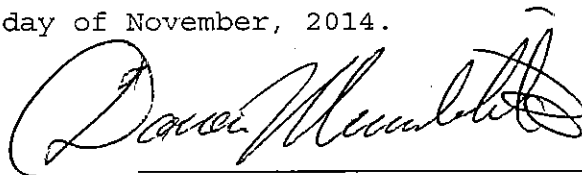
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Minutes, City of Southaven, Southaven, Mississippi

Motion was made by Alderman Flores and seconded by Alderman Kelly, for the adoption of the above and foregoing Resolution, and the question being put to a roll call vote, the result was as follows:

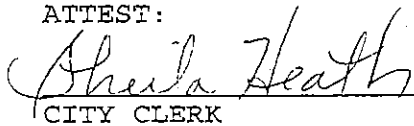
Alderman William Brooks	YES
Alderman Kristian Kelly	YES
Alderman Shirley Beshears	YES
Alderman George Payne	YES
Alderman Joel Gallagher	ABSENT
Alderman Scott Ferguson	YES
Alderman Raymond Flores	YES

RESOLVED AND DONE, this 4TH day of November, 2014.



DARREN MUSSELWHITE, MAYOR

ATTEST:


CITY CLERK

Minutes, City of Southaven, Southaven, Mississippi

ADDITIONAL PROVISIONS TO AGREEMENT BETWEEN CITY OF SOUTHAVEN AND TRI FIRMA, EXCAVATORS, LLC

WHEREAS, the City of Southaven ("CITY") on July 6, 2010, awarded Tri-Firma, Excavators, LLC ("CONTRACTOR") a five (5) year contract for public works construction projects, including but not limited to underground utilities; and

WHEREAS, the services performed by CONTRACTOR and prices are attached hereto as Exhibit A; and

WHEREAS, CONTRACTOR agrees to proceed with each project with two (2) hours after notification from the CITY; and

Now therefore the CITY and CONTRACTOR desire to add the additional provisions to the Agreement between CITY and CONTRACTOR.

1. CONTRACTOR agrees to indemnify and hold harmless the CITY, its elected officials, agents, employees, assigns and legal representatives from and against all damages, accidents and injuries to persons or properties caused by CONTRACTOR, its agents, employees or temporary employees or resulting from or in conjunction with CONTRACTOR cleaning such properties for CITY. 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, with CITY listed as an additional insured, in the minimum amount of \$1,000,000 with confirmation thereof to be delivered to CITY prior to commencement of services. All equipment shall be insured and confirmation

Minutes, City of Southaven, Southaven, Mississippi

provided to the CITY. This section of this Agreement pertaining to indemnification shall be deemed to survive the expiration or earlier termination of this Agreement.

2. This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi. The parties shall use good faith efforts to resolve any disputes hereunder. In the event of a dispute hereunder that cannot be resolved by mutual discussions between the CITY and the CONTRACTOR, the disputing party shall provide written notice to the other party outlining in detail the basis for the dispute. Jurisdiction and venue for all disputes hereunder shall be proper in the federal and state courts having competent jurisdiction in Desoto County, Mississippi.
3. 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.
4. Either party shall have the right to terminate this Agreement upon said party giving written notice thirty (30) days in advance. CONTRACTOR agrees that this Agreement may be terminated immediately by the CITY, without notice, and without penalty or liability, in the event of default as it relates to any term of this Agreement by CONTRACTOR or substantial errors in billing by CONTRACTOR.

Minutes, City of Southaven, Southaven, Mississippi

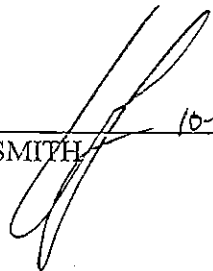
5. This Agreement shall not be assignable by either party without the prior written consent of the other party. In addition, this Agreement contains the entire understanding of the parties hereto with respect to the subject matter of the contract and supersedes and cancels any and all prior oral or written 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. The Exhibit attached hereto is specifically made a part of this Agreement. This Agreement shall inure to the benefit and be binding on the parties, heirs, legal representatives, assignees and successors of the parties.

CITY OF SOUTHAVEN



MAYOR DARREN MUSSELWHITE

TRI FIRMA EXCAVATORS, LLC


10-30-14

LANCE SMITH

Minutes, City of Southaven, Southaven, Mississippi

Jun. 4, 2010 4:49PM

No. 0619 P. 5

5 year contract **BID FORM** *Board Approved*

FOR PUBLIC WORKS COSTRUCTION PROJECTS, INCLUDING BUT NOT LIMITED TO UNDERGROUND UTILITIES AND RELATED TO CONSTRUCTION BY CITY (HOURLY RATE) IN ACCORDANCE WITH THE TECHNICAL SPECIFICATIONS INCLUDED WITHWITH.

7/6/10

I TRI-FIRMA EXCAVATORS, LLC agree to proceed with each project within 2 HRS ~~days~~ after notification from the City of Southaven. (This will help determine the awarding of the bid).

HOURLY RATE BIDS: (SHOULD INCLUDE OVERTIME)
Or equivalent equipment shall be submitted at time of bid typed on contractor's letterhead.

****The number of pieces of EQUIPMENT available will help determine the bid ****

ITEM	EQUIPMENT	RATE	# Available
PERSONNEL:			
1.	SUPERINTENDENT	\$ 85.00 <i>X</i>	8
2.	SURVEY CREW (THREE -3 MAN CREW)	\$ 80.00	1
3.	GENERAL LABOR	\$ 23.00	19
EQUIPMENT:			
4.	DOZER <u>JOHN DEERE 650J</u> Make/model	\$ 80.00	3
5.	DOZER <u>JOHN DEERE 700J</u> Make/model	\$ 90.00	2
6.	TRACKHOE <u>JOHN DEERE 200D</u> Make/model	\$ 110.00	3
7.	TRACKHOE <u>JOHN DEERE 240D</u> Make/model	\$ 135.00	2
8.	DUMP TRUCK (18 YD)	\$ 75.00	6
9.	DUMP TRUCK (15 YD)	\$ 60.00	2
10.	ROLLER	\$ 45.00	2
11.	SHEEPSFOOT ROLLER	\$ 15.00	2
12.	TRENCHER	\$ 75.00	1
13.	MULCHER	\$ 100.00	1
14.	BACKHOE <u>JOHN DEERE 310G</u> Make/model	\$ 70.00	2
15.	BACKHOE <u>JOHN DEERE 310SG</u> Make/model	\$ 70.00	1
16.	TRACTOR <u>KUBOTA 9540</u> Make/model	\$ 40.00	1
17.	TRACTOR <u>JOHN DEERE 790</u> Make/model	\$ 35.00	1

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Jun 4, 2010 4:49PM

No. 0619 P. 6

18.	TRACTOR <u>JOHN DEERE 8410</u> Make/model	85.00	1
		\$	
19.	WATER TRUCK <u>MACK</u> Make/model	125.00	1
		\$	

PLEASE USE ATTACHED SHEET FOR ANY ADDITIONAL EQUIPMENT AND HOURLY RATE FOR SUCH. CITY SHALL CONSIDER THIS IN AWARD OF THE BID.

DESCRIPTION:

ITEM	DESCRIPTION	RATE
20.	INSTALLATION OF 6" X 18" CONCRETE HEADER CURB	\$ 11.00 L.F.
21.	INSTALLATION OF 6" X 24" CONCRETE CURB AND GUTTER	\$ 12.50 L.F.
22.	EROSION CONTROL (silt fence)	\$ 2.00 L.F.
23.	EROSION CONTROL (hay bakes)	\$ 3.50 L.F.
24.	4" THICK SIDE WALKS IN PLACE (3,500 # MIX)	\$ 3.50 SQ FT
25.	MASS CONCRETE IN PLACE (MUST INCLUDE ALL STEEL) (Retaining Walls, Box Culverts, head Walls, ETC.)	\$495.00 CY
26.	SEEDING IN PLACE	\$800.00 ACRE
27.	SOD (BERMUDA) IN PLACE	\$ 2.00 SQ YD
28.	200 LB RIP RAP IN PLACE	\$ 32.00 TON
29.	CR610 LIMESTONE IN PLACE	\$ 24.50 TON
30.	PARKING LOT STRIPING	\$.20 L.F.
31.	MASONARY SAND, DELIVERED	\$350.00 PER LOAD
31.	CHAIN SAW	\$ 10.00 PER DAY
32.	HYDRO MULCHER	\$100.00 PER HOUR
33.	CR57 ROCK	\$ 23.50 PER TON
34.	55 TON LOWBOY TRAILER	\$ 95.00 PER HOUR
35.	BURNER	\$500.00 PER MONTH
36.	HYDRO SEEDING INSTALLED	\$990.00 PER ACRE
37.	SCOUR MATTING INSTALLED	\$200.00 PER MATT
38.	JACK HAMMER	\$ 20.00 PER HOUR

1000

No. 0619 P. 8

Minutes, City of Southaven, Southaven, Mississippi

Jun 4, 2010 4:49PM

No. 0619 P. 7


(Signature of Responsible Party)

DATE 6-25-10

TRU-FIRM EXCAVATIONS, LLC.
(Company Name)

891 NASCO ROAD
(Address)

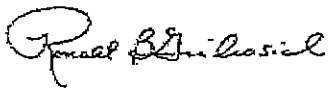
SOUTHAVEN, MS 38671
(City, State & Zip)

662-393-9750 OFFICE
(Phone)

901-486-4995 CELL - LANCE

901-461-7472 CELL - MYFIS

Minutes, City of Southaven, Southaven, Mississippi

ACORD™		CERTIFICATE OF INSURANCE		ISSUE DATE 06/22/2010	
PRODUCER MCGRIFF, SEIBELS & WILLIAMS, INC. P.O. Box 10265 Birmingham, AL 35202 800-476-2211			This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.		
			COMPANIES AFFORDING COVERAGE		
			Company A QBE Insurance Corporation		
INSURED Tri-Firma Excavators, LLC 939 Rasco Road East Southaven, MS 38671			Company B		
			Company C		
			Company D		
			Company E		
This is to certify that the policies of insurance described herein have been issued to the Insured named herein for the policy period indicated. Notwithstanding any requirement, term or condition of contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, conditions and exclusions of such policies. Limits shown may have been reduced by paid claims.					
CD UT	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE EXPIRATION	LIMITS OF LIABILITY	
A	GENERAL LIABILITY ☒ Commercial General Liability ☐ Claims Made ☒ Occurrence ☐ Owners' and Contractors' Protection ☐ General Aggregate Limit applies per: ☐ Policy ☒ Project ☐ Location	ASM32348	03/24/2010 03/24/2011	EACH OCCURRENCE	\$ 1,000,000
				FIRE DAMAGE	\$ 100,000
				MEDICAL EXPENSE	\$ 5,000
				PERS. AND ADVERTISING INJURY	\$ 1,000,000
				GENERAL AGGREGATE	\$ 2,000,000
				PRODUCTS AND COMP. OPER. AGG.	\$ 2,000,000
A	AUTOMOBILE LIABILITY ☒ Any Automobile ☐ All Owned Automobiles ☐ Scheduled Automobiles ☒ Hired Automobiles ☒ Non-owned Automobiles ☐	ASA32347 Hired Physical Damage Limit \$50,000 HPD Comp Ded: \$100 HPD Coll Ded: \$500	03/24/2010 03/24/2011	COMBINED SINGLE LIMIT	\$ 1,000,000
				BODILY INJURY (Per person)	\$
				BODILY INJURY (Per accident)	\$
				PROPERTY DAMAGE (Per accident)	\$
				COMPREHENSIVE COLLISION	
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY			WC Statutory Limit	Other
				EL EACH ACCIDENT	\$
				EL DISEASE (Each employee)	\$
				EL DISEASE (Policy Limit)	\$
				EACH OCCURRENCE	\$
	EXCESS LIABILITY ☐ Occurrence ☐ Claims Made			AGGREGATE	\$
					\$
					\$
					\$
					\$
					\$
CERTIFICATE HOLDER			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.		
City BID			Authorized Representative 		
			Page 1 of 1 Certificate ID # JX6D3L7N		

Minutes, City of Southaven, Southaven, Mississippi

STATE OF MISSISSIPPI

Certificate of Responsibility

No. 18037-MC

Which Expires Oct. 13, 2010



State Board of Contractors

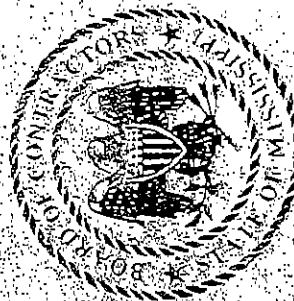
THIS IS TO CERTIFY THAT
TRIFIRM EXCAVATORS, ETC.

939 RASCO ROAD

SOUTHAVEN, MS 38671

is duly registered and entitled to practice
CONSTRUCTION

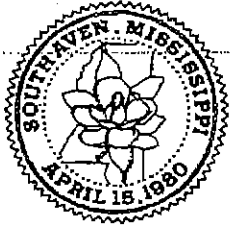
Witness our hands and Seal of the Board,
dated Jackson, MS 23 day of Nov., 2009



Shirley H. Kline
Shirley H. Kline

EXECUTIVE SECRETARY

Minutes, City of Southaven, Southaven, Mississippi



CITY OF SOUTHAVEN

"Top of Mississippi"
OFFICE OF THE CITY CLERK,
SHEILA HEATH
CITY CLERK

July 6, 2010

To: Mayor and Board of Alderman
From: Sheila Heath, City Clerk
Date: July 6, 2010

REF: Bid: Public Works Construction Projects.

Bids were taken on Public Works Construction Projects, including but not limited to, Underground Utilities and Related to Construction by City.

Bidders were Lamb Construction, Tri-Firma and Southern Erosion.

It is my recommendation that we accept Tri-Firma as the lowest and best bid. This bid will be for a period of 60 months. Also, this bid will be used as needed only.

If you have any questions concerning this matter, please call me at any time.

Respectfully submitted,

Sheila Heath, City Clerk

Minutes, City of Southaven, Southaven, Mississippi

ITEM #	LAMB CONSTRUCTION	TRI-FIRMA	SOUTHERN EROSION
	2 DAYS	2 HOURS	2 DAYS
1	\$75.00 ✓	\$85.00 ✓	\$45.00 ✓
2	\$130.00 ✓	\$80.00 ✓	\$100.00 ✓
3	\$22.50 ✓	\$23.00 ✓	\$25.00 ✓
4	\$75.00 ✓	\$80.00 ✓	\$150.00 ✓
5	\$95.00 ✓	\$90.00 ✓	\$95.00 ✓
6	\$90.00 ✓	\$110.00 ✓	\$125.00 ✓
7	\$110.00 ✓	\$135.00 ✓	\$135.00 ✓
8	\$75.00 ✓	\$75.00 ✓	\$70.00 ✓
9	\$75.00 ✓	\$60.00 ✓	\$60.00 ✓
10	\$65.00 ✓	\$45.00 ✓	\$60.00 ✓
11	\$75.00 ✓	\$15.00 ✓	\$85.00 ✓
12	\$65.00 ✓	\$75.00 ✓	\$55.00 ✓
13	\$125.00 ✓	\$100.00 ✓	\$150.00 ✓
14	\$75.00 ✓	\$70.00 ✓	\$85.00 ✓
15	\$75.00 ✓	\$70.00 ✓	\$60.00 ✓
16	\$110.00 ✓	\$40.00 ✓	\$65.00 ✓
17	\$85.00 ✓	\$35.00 ✓	\$65.00 ✓
18	\$125.00 ✓	\$85.00 ✓	\$65.00 ✓
19	\$110.00 ✓	\$125.00 ✓	\$75.00 ✓
20	\$15.50 ✓	\$11.00 ✓	\$35.00 ✓
21	\$17.50 ✓	\$12.50 ✓	\$50.00 ✓
22	\$3.85 ✓	\$2.00 ✓	\$2.35 ✓
23	\$4.65 ✓	\$3.50 ✓	\$2.95 ✓
24	\$3.95 ✓	\$3.50 ✓	\$5.00 ✓
25	\$710.00 ✓	\$495.00 ✓	\$300.00 ✓
26	\$875.00 ✓	\$800.00 ✓	\$850.00 ✓
27	\$3.30 ✓	\$2.00 ✓	\$2.50 ✓
28	\$31.75 ✓	\$32.00 ✓	\$48.50 ✓
29	\$21.75 ✓	\$24.50 ✓	\$45.50 ✓
30	\$3.00 ✓	\$0.20 ✓	\$0.50 ✓
31	\$280.00 ✓	\$350.00 ✓	\$595.00 ✓
32	\$90.00 ✓	\$10.00 ✓	\$50.00 ✓
33	\$60.00 ✓	\$100.00 ✓	\$150.00 ✓
34	\$23.75 ✓	\$23.50 ✓	\$28.50 ✓
35	\$125.00 ✓	\$95.00 ✓	\$85.00 ✓
36	\$1,300.00 ✓	\$500.00 ✓	\$1,000.00 ✓
37	\$1,250.00 ✓	\$990.00 ✓	\$2,150.00 ✓
38	\$168.95 ✓	\$200.00 ✓	\$120.00 ✓
39	\$55.00 ✓	\$20.00 ✓	\$85.00 ✓
	\$6,700.45	\$5,072.70	\$7,175.80

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: **821 Charter Oak Drive**, 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, November 4, 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, November 4, 2014**, to voice objection or to offer a defense.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Mayor and Board

Minutes, City of Southaven, Southaven, Mississippi

of Alderman of the City of Southaven, Mississippi, that the above described parcel of land located at: **821 Charter Oak Drive** 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.

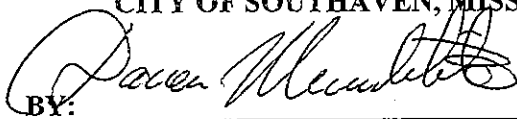
Following the reading of this Resolution, it was introduced by Alderman Brooks and seconded by Alderman Kelly. The Resolution was then put to a roll call vote and the results were as follows, to-wit:

ALDERMAN	VOTED
Alderman William Brooks	YES
Alderman Kristian Kelly	YES
Alderman Shirley Beshears	YES
Alderman George Payne	YES
Alderman Joel Gallagher	ABSENT
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 **4th day of November, 2014**.

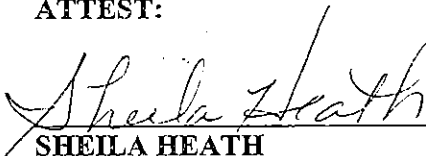
Minutes, City of Southaven, Southaven, Mississippi

CITY OF SOUTHAVEN, MISSISSIPPI

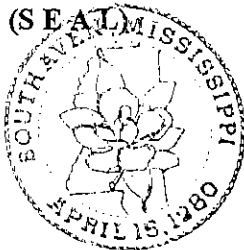
BY: 

DARREN MUSSELWHITE
MAYOR

ATTEST:



SHEILA HEATH
CITY CLERK



Minutes, City of Southaven, Southaven, Mississippi

RESOLUTION OF CITY OF SOUTHAVEN AWARDING BID FOR GETWELL ROAD WIDENING

WHEREAS, the City of Southaven ("City") in conjunction with the Mississippi Department of Transportation ("MDOT") previously advertised to receive construction bids for the Getwell Road Widening Project ("Project"); and

WHEREAS, the bids were received and examined on October 30, 2014 at City Hall; and

WHEREAS, after review of the bids, Ferrell Paving, Inc. ("Ferrell") was the low bid in the amount of Six Million, Nine Hundred Twenty One Thousand Dollars Eight Hundred Sixty One Dollars and 86/100 (\$6,921,861.86); and

WHEREAS, the City notes that federal aid, via funds from the federal government, will be utilized for the Project and pursuant to 23 CFR 635, Section 635.110, a federal aid project does not require a Mississippi State Board of Contractors Certificate of Responsibility; thus, the contract and bid documents did not require a Certificate of Responsibility number for the contractor or that a Certificate of Responsibility number be written on the outside of the envelope containing the bid; and

WHEREAS, the MDOT instructions for advertising and bidding this Project noted that bidding procedures on a nondiscriminatory basis must be afforded to all qualified bidders regardless of State boundaries and a license or certificate cannot be required that would restrict competition, or prevent submission of a bid or prohibit consideration of a bid submitted by any responsible contractor, whether resident or nonresident of Mississippi; and

WHEREAS, despite the fact that the Certificate of Responsibility number was not required to be provided by Ferrell on the front of the envelope provided by Ferrell containing its bid for the Project or that a Certificate of Responsibility is even required by Ferrell for this Project, Ferrell, pursuant to Mississippi Code 31-3-21, provided the numerical portion of its Mississippi Certificate of Responsibility number on the front of the envelope containing its bid and its classifications; and

NOW THEREFORE, be it resolved as follows:

1. Based on the review of the specifications whereby the City, in conjunction with MDOT, advertised for the Project, the City hereby finds that a Mississippi State Board of Contractors Certificate of Responsibility number was not required to bid on the Project or be included on the outside of the envelope containing the bid and despite this, Ferrell has a Mississippi State Board of Contractors Certificate of Responsibility number and pursuant to Mississippi Code 31-3-21, the actual numerical portion of the Mississippi State Board of Contractors Certificate of Responsibility number was included on the front of the Ferrell's envelope containing its bid, along with Ferrell's classifications and the City hereby awards the bid to Ferrell in the amount of \$6,921,861.86 for the Project.

Minutes, City of Southaven, Southaven, Mississippi

2. Further the City makes the award in the amount of \$6,921,861.86 to Ferrell contingent upon MDOT concurrence.

3. Furthermore, as the Mississippi Supreme Court has noted when the discretion is exercised by a Board for awarding bids, the courts will not interfere. *Parker Bros. v. Crawford*, 219 Miss. 199, 209, 68 So.2d 281 (1953).

4. The Mayor or his designee is authorized to execute all documents and purchase orders and other documentation required in order to effectuate the intent of this Resolution. Following the reading of the foregoing Resolution, Alderman Brooks made the motion and Alderman Ferguson seconded the motion for its adoption. The Mayor put the question to a roll call vote, and the result was as follows:

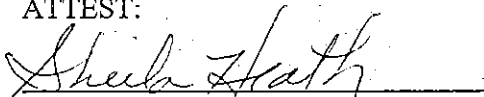
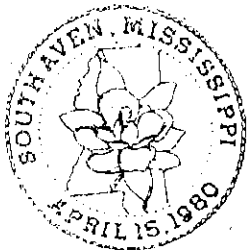
Alderman William Brooks	voted: yes
Alderman Kristian Kelly	voted: yes
Alderman Shirley Beshears	voted: yes
Alderman George Payne	voted: yes
Alderman Joel Gallagher	voted: absent
Alderman Scott Ferguson	voted: yes
Alderman Raymond Flores	voted: yes

RESOLVED AND DONE, this 4th day of November, 2014.



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 DENYING VARIANCE OF LING LINKS, LLC

WHEREAS, as part of an overall Planned Unit Development ("PUD"), the City of Southaven ("City") Design Review Board on July 10, 2001, previously approved the Apartments at Northcreek Golf Community ("Northcreek") to maintain a color scheme consisting of light buff brick and light taupe wall; and

WHEREAS, Ling Links, LLC ("Ling") altered this requirement at Northcreek and used several bright colors, which is not consistent with the previous approval of the City has noted above; and

WHEREAS, the City notified Ling of the violation via correspondence dated August 4, 2014; and

WHEREAS, by altering the coloring scheme as previously approved by the City Design Review Board, Ling has not complied with the PUD or the City Design Review Board requirements as noted above; and

WHEREAS, based on the violation, Ling had a representative appear in front of the City Board to request a variance from the color scheme requirement; and

WHEREAS, the Board heard and considered the variance request from Ling and noted City Code of Ordinances at Title XIII, Chapter 2, Section 13-2(c)(a), which states that "[i]n case any building or structure is.....altered...in violation of this title, the proper authorities, in addition to other remedies, may institute any appropriate action or proceedings to prevent such unlawful erection, construction, reconstruction, alteration, repair, conversion, maintenance or use, to restrain, correct or abate such violation, to prevent the occupancy of the building, structure or land or to prevent any illegal act, conduct, business or use in or about such premises. enforce Title XIII of the City Ordinances by instituting appropriate action, including revocation of the permit to prevent;" and

WHEREAS, the Board further noted that City Code of Ordinances at Title XIII, Chapter 2, Section 13-2(c)(b) states that "any person, firm or corporation who shall knowingly and willfully violate the terms, conditions, or provisions of this title, or fails to maintain any approved plans shall be considered in violation of this title and will be subject to fines according to state law, stop work orders for development and/or a revocation of privilege licensing and certificate of occupancies;" and

WHEREAS, the Laws of the State of Mississippi, Section 17-1-1 to 17-1-27, inclusive, of the Mississippi Code of 1972, annotated, as amended, empower the City to enact a Zoning Ordinance and to provide for its administration, enforcement and amendment; and

Minutes, City of Southaven, Southaven, Mississippi

WHEREAS, based on Ling's violation of the PUD and design review requirements and in consideration of the City's Code of Ordinances and applicable state law, the City hereby denies Ling's variance request; and

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

1. Based on the violation by Ling, the City Board denies the variance request.
2. The Board finds that the color scheme as set forth by the PUD, via the approval of the City Design Review Board on July 10, 2001 was to be light buff brick and light taupe wall and Ling violated the color scheme and must now remedy the color scheme so that the colors are consistent with the previous approved colors.
3. The Board finds that the colors used by Ling not only violated the PUD and City Design Review Board requirements, but also, do not protect the City's comprehensive plan by conserving and protecting property and property values in the neighborhood.
4. The Board, based on its authority, including, but not limited to City Code of Ordinances at Title XIII, Chapter 2, Section 13-2(c), as set forth above, and the Board's authority pursuant to Mississippi Code Ann. Sections 21-17-5 for its authority to adopt ordinances with respect to City property including the adoption of all lawful orders, resolutions or ordinances with respect to municipal affairs, property, and finances, and to alter, modify, and repeal such orders, resolutions or ordinances hereby denies the variance request by Ling.
5. The Board's denial of the variance by Ling is based on the presentation to the Board by Ling's representative on November 4, 2014 where the City Board considered the matter and made findings of fact. The Board notes that the standard of review in zoning cases is whether the action of the board or commission was arbitrary or capricious and whether it was supported by substantial evidence. "Thus, zoning decisions will not be set aside unless clearly shown to be arbitrary, capricious, discriminatory, illegal or without substantial evidentiary basis. There is a presumption of validity of a governing body's enactment or amendment of a zoning ordinance and the burden of proof is on the party asserting invalidity. Where the point at issue is "fairly debatable," the Courts will not disturb the zoning authority's action." *Drews v. City of Hattiesburg*, 904 So. 2d 138, 140 (Miss. 2005) *See also Mayor & Bd. of Aldermen, City of Clinton v. Welch*, 888 So. 2d 416, 419 (Miss. 2004) ("[A]ctions of a deliberative body such as the Mayor and Board of Aldermen will not be set aside unless found to be arbitrary and capricious."). The Mississippi Supreme Court has further noted that

Minutes, City of Southaven, Southaven, Mississippi

"unlike decisions to zone or re-zone, which are legislative in nature, decisions on request for special exceptions are adjudicative, and a reviewing court subjects such decisions to the same standard as is applied to administrative agency adjudicative decisions." Therefore, any appeal of the Board's decision with regard to the denial of the variance to Ling is subject to the following standard of review: the decision of an administrative agency is not to be disturbed unless the agency order was unsupported by substantial evidence; was arbitrary or capricious; was beyond the agency's scope or powers; or violated the constitutional or statutory rights of the aggrieved party. *Mayor & Bd. of Aldermen, City of Town of Prentiss v. Jefferson Davis County*, 874 So. 2d 962, 964 (Miss. 2004).

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

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

RESOLVED AND DONE this 4th day of November, 2014.

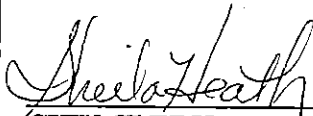
Having received a majority of affirmative votes, the Mayor declared that the Resolution was carried and adopted as set forth above on this the 4th day of November, 2014.

CITY OF SOUTHAVEN, MISSISSIPPI

BY:


DARREN MUSSELWHITE, MAYOR

ATTEST:


CITY CLERK



Minutes, City of Southaven, Southaven, Mississippi

Invoice #	Check#	Voucher #	Vendor #	Vendor Name	Invoice Description	Invoice Amount
117231014	0	229537	1234	CENTURIA LK	INTEREST CHARGES	\$64.35
300604371114	122460	229582	1234	CENTURIA LK	PHONE SERVICE - MESSAGE BOARD	\$45.53
40020021014	122460	229580	1234	CENTURIA LK	PARMS	\$1,100.86
30060604371114	122460	229593	1234	CENTURIA LK	PHONE SERVICE - POLICE OFFICE	\$1,100.86
300603071114	122460	229581	1234	CENTURIA LK	SNOOWEN - MAIN HALLWAY	\$154.71
300603131114	122460	229582	1234	CENTURIA LK	SNOOWEN HOUSE - PARMS - PHONE	\$148.27
300606071114	122468	230027	1234	CENTURIA LK	PHONE SERVICES - FIRE	\$66.00
300606071114	122468	230027	1234	CENTURIA LK	PHONE SERVICES - LIBRARY	\$42.00
300606311114	122466	230011	1234	CENTURIA LK	PHONE SERVICES - POLICE	\$48.45
300609121114	122460	230030	1234	CENTURIA LK	PHONE SERVICES - POLICE	\$102.84
120314	0	229187	1606	CHIEF'S SUPPLY & DESI	STATION & STORE	\$1,704.01
17882	0	229873	2257	COBRA TOWING	SOCCER UNIFORM	\$190.00
2010101501	0	229660	1678	CUL DE SAC OF FRIEDMAN	5 POLICE FIRE FEND	\$1,000.00
17882	0	229873	2257	COBRA TOWING	DODGE AVE/GENEVA BROOK	\$75.00
8113131314	0	229018	2257	COMCAST	134 E GORDMAN/SHADA	\$97.45
8114131314	0	229018	2257	COMCAST	GREENBROOK ROAD	\$97.45
8114131314	122454	229443	2257	COMCAST	INTERVIEW FOR COMMAND TRUCKER	\$97.45
102014	122460	229462	2251	COMCAST	2101 COLUMBIA HILL DR. PARMS	\$198.63
866841021014	122481	229590	2251	COMCAST	8179 WINDYBORN - UTILITIES	\$97.45
510606014	122482	229389	2251	COMCAST	2540 GOLF ST - UTILITIES	\$97.45
61112011114	122487	229034	2251	COMCAST	869 NORTHEAST DR - POLICE	\$240.25
102014	0	229571	7301	COMMUNITY FOUNDATION	DEVELOP COMMUNITY 2014 PROVIDER	\$500.00
1560000261	0	229811	543	COMSERV SERVICES	RECYCLE CONTRACT 2014 PROVIDER	\$4,722.00
1560000261	0	229811	543	COMSERV SERVICES	UNIT #3134 - INSTALL	\$4,722.00

City of Sanborn Claims Detail Version # C-110114 & W-110114						Page 7 of 28
Invoice #	Checked	Verified	Vendor #	Vendor Name	Invoice Description	Invoice Amount
178005	0	229837	182			
110114	0	229834	642	DESOTO FAMILY MEDICA	WANDERSON, HAROLD PRE EMP	\$95.00
281864	0	229825	10096	DESOTO SOO, LLC	NOV2014 CONTRIBUTION	\$4,166.67
241013001	229837	229840	1659	DIRECTV	SOO	\$370.00
12181107	0	229727	22312	DO MY OWN PEST CONTR	DIRECTV FOR PANTS	\$231.56
102814	0	229781	11598	DOCKERY LUMBER INC	EMULA FOGGER FOR DECOR	\$1,100.00
102814	0	229782	15547	DOCKERY PARKEX	SOCOR LUMBER	\$500.00
102814	0	229792			SOCOR LUMBER	\$105.00
102814	0	229793	20148	DOWNLUNDSON JORDAN	SOCCER LUMBER	\$235.00
SH-1386962	0	229815	20228	DOVE DATA PRODUCTS	PRINTERS FOR OPT	\$355.00
102814	0	229772	12515	DOOMS CLOTEE	REJUNDING DEPOSIT	\$125.00
800008231	0	229801	1393	DPS CRIME LAB	ANALYTICAL TESTS	\$600.00
48003	0	229770	17650	ELUMORE RD VETERINARY	PROF SERVICES	\$937.51
412159	0	229816	17652	EMERGENCY EQUIPMENT	E-2 CLEAN BOXHUNT STAYS	\$1250.00
412144	0	229547	17602	EMERGENCY EQUIPMENT	BOOF FIRE SCUE TRAINING	\$643.49
412136	0	229819	20332	EMERGENCY EQUIPMENT	AUTO ELECTS	\$380.00
010565	0	229550	20332	EMERGENCY EQUIPMENT	AUTO ELECTS CREDIT	\$1220.00
100253721114	0	230093	965	ENTERGY	GOODMAN K LSS	\$195.16
1904125148	0	230064	966	ENTERGY	GOODMAN RD AND ARROWS BLVD	\$108.37
05300841114	0	230085	966	ENTERGY	GOODMAN RD AND SHERST	\$104.37
060629231114	122455	229482	966	ENTERGY	1031 STATE LINE RD	\$135.19
05300841114	122459	229494	966	ENTERGY	2101 COLGALVA HILLS DR	\$101.11
525302811114	122458	229505	966	ENTERGY	2101 COLGALVA HILLS DR	\$2,119.35

City of Southeastern Claims Database Warrant K-010044 & W-010044							P Page 6 of 20
Invoice #	Check#	Voucher#	Vendor #	Vendor Name	Invoice Description	Invoice Amount	
5766	0	229817	16692	CONTRACTORS SUPPLY P	BLOWER & WREDCATER	\$190.64	
5800	0	230092	16692	CONTRACTORS SUPPLY P	MATERIALS FOR SHOP	\$33.66	
22171	0	229641	3594	CONCRETE LAB	TRINITY LAKE WWTP	\$75.00	
22102	0	221664	3554	CONCRETE LAB	TRINITY LAKES WWTP	\$95.00	
102814	0	229769	18126	CORREA AUTO	SOCCER UMBRE	\$150.00	
297811	0	229818	626	COUNTRY FORD INC	SOCCER	\$29.12	
297858	0	229868	836	COUNTRY FORD INC	3000 PULS. MOTORS, AXLE	\$903.78	
297866	0	229818	836	COUNTRY FORD INC	2992 QCC	\$29.65	
102814	0	229819	1339	CREDIT CARD CENTER	DEPOSIT/REG/CLAM/HOTEL	\$1,201.31	
101612	0	229812	1339	CREDIT CARD CENTER	VEIS PAY THROUGHT/ACCT	\$302.91	
3170201	0	230142	402	CURRY JANITORIAL SER	NOVEMBER 2014 FBI CLEANING	\$425.00	
1664	0	229816	12919	DAVIS CLEANING SERV	PAINTING/PAINTING	\$125.00	
1595	0	229816	12919	DAVIS CLEANING SERV	PAINTING/PAINTING	\$225.00	
101041	0	229800	1390	DAVIS W. E. SULLOCK	PAINTING/PAINTING	\$125.00	
294100	0	229813	7114	DENNIS WRIGHT & SON	CITY HALL/MOENS TOL ET REPAIR	\$208.00	
296908	0	229814	7114	DENNIS WRIGHT & SON	CITY HALL/MOENS TOL ET REPAIR	\$117.00	
096817	0	220000	7114	DENNIS WRIGHT & SON	PLUMBER SERVICES	\$108.00	
206844	0	229800	407	DESOTO COUNTY ELECTRIC	GOODMAN & GETTY/ALLEN	\$157.00	
2100	0	229817	407	DESOTO COUNTY ELECTRIC	REPLACEMENT	\$17,000.00	
177077	0	229834	182	DESOTO FAMILY MEDICA	CHICKEN/QUICK/BAKED SOFT SHIRT	\$95.00	
177868	0	229835	182	DESOTO FAMILY MEDICA	KETCHIKUM, JESSIE PRE EUP	\$95.00	
177869	0	229836	182	DESOTO FAMILY MEDICA	SHIRAZES, DAVE PRE EUP	\$95.00	
177869	0	229836	182	DESOTO FAMILY MEDICA	SNOW, SANDRA PRE EUP	\$95.00	

City of Southern Clarks District Whelan & C-10114 W-110114						Page 6 of 26
Invoice #	Check#	Voucher #	Vendor #	Vendor Name	Invoice Description	Invoice Amount
46967341114	12345	223407	966	ENTERGY	365 PASCAGO RD W SACORA RD	\$35.98
17008007114	12345	223407	966	ENTERGY	365 PASCAGO RD W SACORA RD	\$35.98
56396631114	12345	223409	966	ENTERGY	7360 US HIGHWAY 51 N	\$20.25
41111351114	12345	223403	966	ENTERGY	7360 US HIGHWAY 51 N	\$4,429.41
16344121114	12345	223419	966	ENTERGY	7566 CHERRY VALLEY BLVD	\$122.56
16392501114	12345	223406	966	ENTERGY	1599 CHERRY VALLEY BLVD	\$1,411.00
31105961114	12345	223431	966	ENTERGY	7025 CHALKHOLM	\$4.62
1836161114	12345	223495	966	ENTERGY	7281 BROOKDAVEN DR	\$1,133.11
1836161114	12345	223495	966	ENTERGY	4100 STATELINE RD	\$23.79
18362921114	12345	223634	966	ENTERGY	7170 STATELINE RD	\$1,895.06
16392921114	12345	223631	966	ENTERGY	6172 WINDMOUTH ST	\$11.09
16393161114	12345	223630	966	ENTERGY	8774 WINDMOUTH ST	\$7,579.66
16393281114	12345	223633	966	ENTERGY	4383 STANTON RD	\$10.68
10252181014	12344	223579	966	ENTERGY	COCKAWAY 4.1-55	\$195.35
16393161114	12345	223592	966	ENTERGY	HOCKESSY RD	\$88.91
19355031114	12345	223654	966	ENTERGY	TOWN & COUNTRY DR	\$46.37
31166621114	12345	230020	966	ENTERGY	1200 BROOKDAVEN DR	\$6.67
17004601114	12348	230078	966	ENTERGY	3005 STANTON RD 6	\$15.72
15640211114	12348	230073	966	ENTERGY	367 PASCAGO RD W	\$6.62
16362631114	12348	230072	966	ENTERGY	6666 STATELINE RD	\$11.00
10163631114	12348	230026	966	ENTERGY	6726 STATELINE RD W TOR SIREN	\$18.17
18371831114	12348	230071	966	ENTERGY	2193 TOWN&COUNTRY DR	\$52.78

Minutes, City of Southaven, Southaven, Mississippi

City of Southaven Claims Detail Worksheet C-10/14 & W-10/14						Page 6 of 26
<u>Invoice #</u>	<u>Check#</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>	
69493561114	122486	230434	ENTERGY	ESTATES OF NORTHBREE LIGHTING	\$12.00	
165525961114	122486	230435	ENTERGY	GREENHARBOR CK PWN-RASC	\$7.81	
16561621114	122486	230435	ENTERGY	GREENHARBOR PWN ST.GT	\$16.90	
16441561114	122743	230009	ENTERGY	SOUTH CTR NORTHFIELD	\$7.41	
11142330114	123439	230017	ENTERGY	1129 BRANCH WINDEN DR	\$25.57	
65071661114	122439	230033	ENTERGY	6545 ARWAY'S BLVD	\$28.07	
691716411114	122439	228944	ENTERGY	6610 ARWAY'S BLVD	\$24.16	
165225961114	122439	228943	ENTERGY	6615 ARWAY'S BLVD	\$24.81	
60736101114	122439	228939	ENTERGY	35 ORCHARD RD E	\$23.18	
15991671114	122439	230014	ENTERGY	6100 BOKTHAM ST/DR	\$24.45	
16044441114	122439	230035	ENTERGY	8177 ARHWORTH ST	\$22.92	
15841461114	122439	230015	ENTERGY	811 BISCO RD	\$22.07	
78956111114	122439	229982	ENTERGY	894 STATELINE RD W	\$26.96	
16216311114	122439	229983	ENTERGY	880 CHURCH RD E	\$21.92	
60011391114	122160	229989	ENTERGY	1005 CHURCH W/ND	\$28.07	
60981161114	122340	230044	ENTERGY	1405 STATELINE RD	\$26.07	
16251151114	122439	228933	ENTERGY	418 CHURCH RD E	\$14.61	
69493561114	122486	230831	ENTERGY	668 RASC RD	\$45.06	
63623621114	122486	228950	ENTERGY	8555 ARWAY'S BLVD	\$28.65	
71604041114	122486	229983	ENTERGY	8545 ARWAY'S BLVD	\$27.01	
66136481114	122439	229979	ENTERGY	HOLLAND & STATELINE RD	\$28.39	
16563001114	122439	230601	ENTERGY	HIGHWAY 65 & BOKTHAM ST	\$39.76	

City of Savannah Claims Paid						Page 10 of 21	
Wharf & C-110414 & W110414							
Invoice #	Client#	Vendor#	Vendor #	Vendor Name	Invoice Description	Invoice Amount	
61343331114	123450	223939	966	ENTERGY	NORTHWEST R.R. & STATELINE RD	\$27.07	
61343661114	123460	230037	966	ENTERGY	STATELINE RD ARLWAYS	\$28.63	
613437031114	123461	223968	966	ENTERGY	24th GOODMAN RD W	\$80.65	
6134381114	123463	223965	966	ENTERGY	61115 HOSPITALITY RD	\$39.92	
61343841114	123464	230016	966	ENTERGY	7532 SOUTHWEST PKWY	\$46.04	
61344131114	123491	230010	966	ENTERGY	7665 AIRWAYS BLVD	\$60.09	
10021891114	123481	230037	966	ENTERGY	MESS VALLEY BLVD	\$63.53	
10025041114	123493	230023	966	ENTERGY	US 90 & TOLAHAY RD	\$78.84	
10026201114	123481	230008	966	ENTERGY	RASCO RD HWY 51	\$66.56	
10026761114	123493	230034	966	ENTERGY	STATELINE RD	\$68.53	
61343261114	123491	223939	966	ENTERGY	STATE LINE RD & US INTERSECTION	\$46.78	
10021071114	123481	230006	966	ENTERGY	STATELINE RD US	\$64.41	
41020991114	123492	230019	966	ENTERGY	619 TULANE RD	\$79.66	
10026041114	123492	223939	966	ENTERGY	6770 NORTHWEST DR	\$129.24	
60040681114	123492	230011	966	ENTERGY	6889 NORTHSTOK	\$68.56	
10021951114	123490	230004	966	ENTERGY	BRIDGEVIEW BLVD HWY 51	\$66.26	
100408410114	123492	223966	966	ENTERGY	GOODMAN AND FOREST	\$106.47	
10043231114	123492	230000	966	ENTERGY	HIGHWAY 51 AND CLUSTER	\$63.67	
10021601114	123492	230008	966	ENTERGY	67 LINE HWY 51	\$83.25	
10022011114	123492	230041	966	ENTERGY	STATELINE RD 55	\$166.21	
10022101114	123492	230042	966	ENTERGY	STATELINE RD WEST DR	\$430.11	

City of San Bernardino DocId:34461714 Narcotics C-110114 8/14/11/14				Invoice #				Invoice Description				Invoice Amt			
Invoice #	Check#	Voucher#	Vendor#	Van#	9C Name	Invoice #	Description	Invoice Amt							
51682361114	12343	23005	566		ENTERGY	1940 STATEMENT ROW		\$1,467.82							
51682361114	12343	23291	566		ENTERGY	435 APPORT INDUSTRIAL DR		\$287.87							
51611101114	12403	22681	566		ENTERGY	6884 NORTHWEST DR		\$3,884.51							
517233971114	12343	23004	566		ENTERGY	6691 NORTHWEST DR		\$1,602.05							
16031921114	12343	23012	566		ENTERGY	6702 NORTHWEST DR		\$5,736.40							
16041111114	12343	23013	566		ENTERGY	4468 NORTHWEST DR		\$1,568.45							
60136111114	12343	23006	566		ENTERGY	6845 TULANE RD		\$224.32							
65860611114	12343	23292	566		ENTERGY	HAMILTON		1028.33							
8401237161	0	23967	1351		ERGON	MATERIALS		\$211.62							
8501051	0	23968	580		EVERESS WINDMILL UNIT	1351 UNIT		\$148.00							
102314	0	236671	4161		FAMILY MEDICAL CLINI	DISCREET #4633		\$80.00							
165007451	0	23619	686		PASTORAL	HERES ETC		\$221.37							
24614782	0	239678	1137		FEDEX	SHIPPING		\$331.36							
24133815	0	239642	1137		FEDEX	SHIPPING-C VAN SON		\$67.20							
24052063	0	23012	1137		FEDEX	WASTEWATER DRAIN SHIPPING		\$28.39							
6476	0	239635	4454		FRIST CH-DE CATERIN	5100N LUNDAVEN FOR C010855		\$4,075.00							
2168	43318	23176	2411		FRIST SECURITY BANK	00 SODOS GEBERS 2017 8550 6562		\$287,304.36							
10314	0	239704	21366		FOREST JEFF COE	SOCCER LAJURE		\$175.00							
1110120401	0	230646	12844		PP WALMING SOLUTIONS	10-12010-3141 PUE-1D		\$476.43							
1612716615	0	239074	6816		FUELMAN			\$173.82							
1612533776	0	239746	5919		FUELMAN			\$343.00							
1612533776	0	239746	5919		FUELMAN			\$343.00							

Invoice #	Check#	Voucher#	Vendor #	Vendor Name	Invoice Description	Invoice Amount
NP2357628	0	229856	6619	FUELMAN	FUEL FOR SPD	\$5,311.42
NP2357655			6619	FUELMAN	FUEL FOR SPD	\$6,081.16
NP2357749	0	229854	6919	FUELMAN	MTE FUEL	\$80.13
310261	0	229850	650	G & W DIESEL SERVICE	2005 FORD	\$442.47
310726	0	229869	650	G & W DIESEL SERVICE	3644 INSTILL	\$545.00
310665	0	229860	650	G & W DIESEL SERVICE	COMMAND POST REPAIRS	\$1,218.87
113962	0	229851	650	G & W DIESEL SERVICE	HOSE ADAPTER	\$441.04
210706	0	229848	650	G & W DIESEL SERVICE	SMART REPAIRS	\$178.99
RCO101657	0	229863	177	CALLS INC	GRN CASHPOUCHES	\$699.19
RCO101650	0	229864	177	CALLS INC	INK11 SPRAYGLASSES FOR NEWHIES	\$461.20
112611	0	229811	22412	GARCIA/ALLEN	SOCCER JUMPER	\$60.00
112931	0	229812	22413	GARCIA/ALLEN	SOCCER JUMPER	\$56.00
11024006	0	229846	\$318	GATEWAY TREE & SERV	2000 FORD TRUCK O/C	\$34.85
1102501	0	229879	\$2078	GATEWAY TREE & SERV	2009 FORD F250	\$44.45
1102474142	0	229848	6919	GATEWAY TREE & SERV	2010 FORD RANGER O/C	\$34.85
110614	0	229822	22348	DEER JACKETS	CEU HOUSEPAINTING WATER	\$118.00
110624	0	229845	17506	GENTLY GLASS	3065 RIGHT REAR DOOR WINDOW	\$115.00
6510458037	0	229861	457	GRANADO	EROLIA DISINFECTANTS	\$271.16
651076165	0	229879	457	GRANADO	EROLIA DISINFECTANTS	\$200.00
111389173	0	229842	216	GRASSLAND RECREATION	EROLIA DISINFECTANTS	\$200.00
229853			10221	GREEN RANG SPRAY SERV	MAINTENANCE REPAIRS(SOCCER FIELD)	\$2,070.00
229853			10221	GREEN RANG SPRAY SERV	MAINTENANCE REPAIRS(SOCCER FIELD)	\$2,453.00

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City of Southaven Public Order							Page 13 of 28
Warrant # C-110414 & W-110414							
Invoice #	Check#	Voucher#	Vender #	Vender Name	Invoice Description	Invoice Amt	
107114	0	229533	1431	HALL ROBERT	SOFTBALL LUMP	\$500.00	
1020114	0	229533	107156	HOAD JUDY ANN	FIELD PHONE ALLOWANCE SEP/OCT 2014	\$35.00	
1020114	0	229530	6776	HOAD SAMUEL KEITH	FOOTBALL LUMP	\$310.00	
275381	43398	228731	13707	LANCOCK BANK	SOO RETURNING BONDS SERIES 2010	\$247,392.50	
2119702	0	229565	4246	WABOR FREIGHT TOOLS	POSTER CARBETIC VEHICLES	\$18.45	
410325272	0	229642	3331	INDUSTRIAL SYSTEMS	FFOOD FOR CONCESSIONS	\$1,653.05	
0102016	0	229612	15718	WARRDS TOLA	RED UPD - WARRID	\$163.00	
D102016	0	229610	15718	IND SUPPLY WATERWORK	REPAIR CLAMPS, FITTINGS) BOX2	\$2,650.16	
D148706	0	230172	15718	IND SUPPLY WATERWORK	DISENSER & 110 WRENCH	\$229.32	
110112	0	229544	20734	HEALING HEARTS CHILD	1-100 2014 CONTRIBUTION	\$1,854.23	
12453	0	228301	137393	HERNANDO REDD LUX	4250 MANSION DR	\$355.00	
960	0	229841	14106	HERNANDO REDD LUX	BARR, DON 2015 ALLOT	\$51.00	
977	0	229845	14106	HERO GEAR	C 10) SAFETY VAND	\$36.00	
315	0	228657	14106	HERO GEAR	DEPARTMENT POL OS	\$467.00	
333	0	229854	14106	HERO GEAR	5 GOLF, KENTH 2015 ALLOT	\$29.00	
923	0	229550	14106	HERO GEAR	MCQUEEN, JASH 2015 ALLOT	\$129.00	
1003740	0	229561	14046	HEROON BUCKTON	FOOTBALL LUMP	\$400.00	
222362701	0	228733	12713	HILLS FET NUTRITION	FEED FOR ANIMALS	\$173.56	
222363117	0	229701	12713	HILLS PET NUTRITION	FEED FOR ANIMALS	\$187.39	
1003814	0	229811	16964	HNT VALLT	EMK DL REMAINCEMENT	\$717.4	
5571	0	230094	16159	HOLLANDS SURFANCE	CHAVATE	\$13,295.00	

[illegible]

Invoice #	Check#	Voucher #	Vendor #	Vendor Name	Invoice Description	Invoice Amount
102814	0	229196	1804	KLINCK ANDREW	SOCCKER UMPIRE	\$165.00
102814	0	229197	1554	KLINCK JAY D NEW	SOCCKER UMPIRE	\$165.00
102814	0	229198	15545	KLINCK ZACHARY A	SOCCKER UMPIRE	\$460.00
222221	0	229100	9115	LAM CONSTRUCTION AN	ELIMORE RD NORTH	\$1,500.00
180306	0	229885	6706	LANDERS DOGGE	304-C	\$36.45
179892	0	229887	6706	LANDERS DOGGE	304-C	\$36.45
179897	0	229875	6706	LANDERS DOGGE	3104-C	\$36.45
180196	0	229883	6706	LANDERS DOGGE	3104-C	\$36.45
179744	0	229870	6706	LANDERS DOGGE	3109-C	\$30.45
180500	0	229848	6706	LANDERS DOGGE	3110-C	\$36.45
179894	0	229871	6706	LANDERS DOGGE	3125-C	\$36.45
179813	0	229874	6706	LANDERS DOGGE	3125-C	\$39.45
78164	0	228814	431	LAMBERS PRINTING CO	1047F TICKETS	\$1,455.88
217603	0	229186	759	LEHMAN ROBERTS CO	MATERIALS	\$96.24
21665	0	229185	759	LEHMAN ROBERTS CO	MATERIALS	\$109.61
216767	0	229186	759	LEHMAN ROBERTS CO	MATERIALS	\$223.74
217629	0	230056	759	LEHMAN ROBERTS CO	MATERIALS	\$224.31
286029	0	230056	759	LEHMAN ROBERTS CO	MATERIALS	\$224.31
217892	0	229184	759	LEHMAN ROBERTS CO	MATERIALS	\$383.07
217891	0	230050	759	LEHMAN ROBERTS CO	MATERIALS	\$283.07
209644	0	229327	3636	LEBERT ASSOCIATES	CAR DISPATCH HEADSETS	\$317.00
209679	0	229327	3636	LEBERT ASSOCIATES	CAR DISPATCH HEADSETS	\$317.00

City of Southern Cities Detail Warrant # C-10014 & W-10014					Page 16 of 28	
Invoice #	Check#	Vendor#	Vendor E	Vendor Name	Invoice Description	Invoice Amount
41853593	0	229927	11401	VENDOR BLD DEPT. IL	CONVECTION FOR ROPE LIGHTS	\$68.31
10371	0	229977	14117	MADISON SIGNS	ADVERTS FOR TRAFFIC TICKETS	\$775.00
4603	0	225830	11210	MAIN STREET MONITOR	SEMI-TRAILER BELT-CURBENT TREE LEFT	\$39.62
151340	0	229654	306	MAINTENANCE SUPPLY	TY W/AMP NYLON	\$366.63
102614	0	229606	1091	MAONE TERRY	COUNTERSTONE FRONT IN TOWN	\$1,050.00
102614	0	225810	22411	MALMBERG BRYAN	SOCCER LUMPIRE	\$155.00
102614	0	229810	22410	MALMBERG JACQ	SOCCER LUMPIRE	\$155.00
23-14	0	229823	13310	MARTIN MICHELLE NORMA	ACCO DRYER/250 P RATE	\$440.00
14591	0	220068	222	MARY J CAN	LINE DANCE CLASS	\$1,200.00
14590	0	220062	222	MATTHESON & ASSOC LLC	LABAL SERV FOR COLLEGE PD	\$95.00
6474281014	0	226855	1002	MATTHESON & ASSOC LLC	THESEUS FLOWERS FOR LIBRARY	\$450.00
14513	0	225780	222	MATTHESON & ASSOC LLC	ALVIN SERV FOR LIBRARY	\$450.00
6474281014	0	226855	1002	MATTHESON & ASSOC LLC	LIBRARY/ALVIN SERVICES	\$683.00
14514	0	226844	16864	MCDONNAR MARGARET	MO/DV LEGIS SERVICE	\$20.26
103-14	0	226844	16864	MCDONNAR MARGARET	ART CLASSES	\$105.00
103-14	0	226844	16864	MCDONNAR MARGARET	ART TOACHER	\$105.00
103-14	0	226844	16864	MCDONNAR MARGARET	ART TEACHER	\$105.00
102614	0	229479	17153	MCKINNEY JOSH	2015 ALLOT REPAIR FOR MOTORS	\$107.89
010-14	0	225843	13302	MCKINLIN GLORIA	CLOTHING	\$240.00
20318	0	225852	18-46	MEDAPHIS BEAR/ANDY	PLANE SHAVING	\$50.40
20318	0	225852	18-46	MEDAPHIS VET	REV. X9 PROCDURE	\$1,550.42
20318	0	225852	18-46	MEDAPHIS VET	REV. X9 PROCDURE	\$1,550.42

Minutes, City of Southaven, Southaven, Mississippi

Invoice #	Client	Invoice #	Vendor #	Vendor Name	Invoice Description	Invoice Amount
1023148	0	228652	13855	METROWESTHER KETTERI	FOOTBALL WARE	\$120.00
18555	0	228658	354	METER SERVICE AND SU	1" 4" F T BOLLAS FITTINGS 42LOT	\$13,800.00
18463	0	228718	354	METER SERVICE AND SU	5 GAL SPEED PLUG	\$138.65
18671	0	228707	354	METER SERVICE AND SU	MARINER-ASCO BREAKING C	\$32.16
00045	0	228530	6635	MID SOUTH DIGITAL	CLEANED 2 CARTRIDGES	\$390.00
31095	0	228527	16934	MID SOUTH TEL.COM	HEADSET'S ACTIVITY	\$650.00
31094	0	228580	16934	MID SOUTH TEL.COM	PHONE SERVICES	\$153.00
31397	0	228078	16934	MID-SOUTH TELECOM	PHONE SERVICES	\$472.50
31381	0	228178	16934	MID-SOUTH TELECOM	PHONE SERVICES/SPARS	\$65.00
61890	0	228465	21916	MID-SOUTH SOLUTIONS	ABE, JACOB 2015 ALLOT	\$331.55
61891	0	228462	21916	MID-SOUTH SOLUTIONS	PENKINS, WAYNE 2015 ALLOT	\$412.50
61892	0	228455	24966	MID-SOUTH SOLUTIONS	PERKINS, CARMO 2015 ALLOT	\$125.50
159	0	228971	7822	MID-SOUTH SPORTS PROO	CONTRACTOR LABOR	\$2,861.25
1022301	0	228106	4556	MISSISSIPPI STATE DE	1 SAUW-CENT FEWART OPERATOR	\$50.00
1021148	0	227953	18133	MOORE, ABEYAN	FOOTBALL LUMINE	\$450.00
102817	0	228622	20852	MIS ASSOC GAINO INVEST	BL DEPHONE - REGISTRATION TRAINING	\$150.00
11114	122461	228189	848	MS DEVELOPMENT AUTHO	GAS 20578 NOV 1, 2014	\$5,698.70
101011	122461	228493	958	MS DEVELOPMENT AUTHO	GAS 20578 NOV 1, 2014	\$4,682.44
22718	0	228559	958	MS STATE FIRE ACADEM	REVEE/SANATORY FRANCH RESCUE	\$136.00
086560	0	228940	1150	NAPA GENUINE PARTS C	8 AMP RATCHET	\$32.48
086551	0	228945	1150	NAPA GENUINE PARTS C	BROCAL	\$114.88
086550	0	228941	1150	NAPA GENUINE PARTS C	CAR SCREW DEGREASER	\$10.25

City of Southaven Claims Docket Warrent # C-110414 & W110414					Page 16 of 26	
Invoice #	Client#	Vehicle#	Vendor #	Vendor Name	Invoice Description	Invoice Amount
066513	0	223933	1150	NAPA GENUINE PARTS C	ELECTRIC TAPE	\$10.61
666271	0	223933	1150	NAPA GENUINE PARTS C	POWER STEERING FLUID	\$5.85
666271	0	223933	1150	NAPA GENUINE PARTS C	DRYER SILEN	\$17.92
666271	0	223933	1150	NAPA GENUINE PARTS C	TURN SIGNAL FLASHER WITH REZE	\$50.90
666271	0	223933	1150	NAPA GENUINE PARTS C	WIPER BLADES	\$38.60
281745	0	223916	1447	NATURE'S EARTH PRODU	SCOTCHD 60	\$120.00
102614	0	223900	1807	MULTI OLIVA	SOCCER UNIFORM	\$60.00
641667	0	223976	12171	NEBO CART & FRAME	SHADOW BOX FOR MCDONALD	\$67.69
641958	0	223975	12171	NEBO CART & FRAME	STATION # PHOTO FRAME	\$53.37
738228	0	223968	647	NETFELL POWER COOLING	PAPER TOWELS	\$351.80
816327	0	223933	1121	NEWTON TROTTER	TROUSERS FOR FIELD OF DREAMS	\$240.00
801557	0	223965	691	NORTH MISSISSIPPI	F-1 FLEET 1100/TIRES 1100	\$1,073.60
601169	0	223960	691	NORTH MISSISSIPPI	E2-TIRE/SHOCK \$1065.71	\$1,524.48
601158	0	223977	691	NORTH MISSISSIPPI	UNIT #231 CENTURY/BIRES	\$455.28
611631	0	226774	1029	NORTH MS PEST CONTROL	PEST CONTROL	\$485.00
612443	0	229775	1009	NORTH MS PEST CONTROL	TERMITE INS 9/9/04	\$175.00
120814	0	223962	2138	NORTON PAINTER RED	SOCCER UNIFORM	\$290.00
12671707	0	223942	1304	ORRELL'S AUTO PARTS	BATTERY	\$105.84
126717376	0	223933	1304	ORRELL'S AUTO PARTS	BATTERY	\$105.84
126717368	0	223979	1304	ORRELL'S AUTO PARTS	BATTERY TEST/INSPECTION	\$44.99
1267175907	0	223976	1304	ORRELL'S AUTO PARTS	ROCKE PUMP/SHOP	\$23.74
1267175947	0	223076	734	ORRELL'S AUTO PARTS	BRAKE SHOES REAR TRUCK 830	\$38.76

[illegible]

Invoice #	Check#	Vendor #	Vendor #	Vendor Name	Invoice Description	Invoice Amount
1123198274	0	229828	7600	OFFICE DEPOT	PRINTER	\$107.16
735274949001	0	229807	7600	OFFICE DEPOT	STORAGE BUNDLES	\$11.43
734669070001	0	229891	7600	OFFICE DEPOT	TONER - MULTIPLE DEPTS	\$674.64
3149	0	229146	22312	OVERALL CHEMICAL.COM	CITY HALL CLEANING	\$580.00
3155	0	229152	22312	OVERALL CHEMICAL.COM	CITY HALL CLEANING	\$680.00
3116	0	229146	22312	OVERALL CHEMICAL.COM	COURT CLEANING	\$380.00
3154	0	229116	22312	OVERALL CHEMICAL.COM	COURT CLEANING	\$290.00
3159	0	229153	22312	OVERALL CHEMICAL.COM	TENNIS COURT CLEANING	\$100.00
9147	0	229169	22312	OVERALL CHEMICAL.COM	TENNIS COURT CLEANING	\$100.00
305320	0	229175	538	ORDERED BOOK CO. LLC	STATION 1 BOOK	\$239.05
102311	0	229535	11731	OWENS ILLUMINETH	OCT 12, 2014 SR PROSECUTOR	\$200.00
14316	0	229672	22566	ODINE SOLUTIONS	EBOLA COUNCILOR	\$1,587.50
5166673	123149	229497	7604	PAETEC	PHONE SERVICES CITY HALL	\$1,689.79
51673366	123144	229893	7604	PAETEC	PHONE SERVICES CITY HALL	\$689.79
51616416	123144	229893	7604	PAETEC	PHONE SERVICES POLICE	\$389.03
200649	0	229176	993	PARAMOUNT UNIFORMS R	BLOD DEPT UNIFORM SERVICE	\$0.83
0295398	0	229501	993	PARAMOUNT UNIFORMS R	GOUL UNIFORMS	\$34.00
0295492	0	229765	883	PARAMOUNT UNIFORMS R	MATERIALS FOR BLOD	\$5.00
0296297	0	229763	883	PARAMOUNT UNIFORMS R	MATERIALS BLDG.	\$5.00
0296491	0	229763	883	PARAMOUNT UNIFORMS R	MATERIALS BLDG.	\$5.00
0296593	0	229763	883	PARAMOUNT UNIFORMS R	SILATE LATS	\$39.00

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Invoice #	Check#	Voucher#	Vendor #	Vendor Name	Invoice Description	Invoice Amount
258443	0	228728	983	PARAMOUNT UNIFORMS R	UNIFORMS	\$167.54
260254	0	228697	983	PARAMOUNT UNIFORMS R	UNIFORMS	\$167.54
259336	0	228630	983	PARAMOUNT UNIFORMS R	UNIFORMS/SHOES	\$5.85
260265	0	228666	983	PARAMOUNT UNIFORMS R	UNIFORMS/SHOES	\$321.90
258344	0	228745	983	PARAMOUNT UNIFORMS R	UNIFORMS/SHOES	\$27.78
258239	0	228746	983	PARAMOUNT UNIFORMS R	UNIFORMS/SHOES	\$27.78
258260	0	228747	983	PARAMOUNT UNIFORMS R	UNIFORMS/SHOES	\$27.78
258445	0	228714	983	PARAMOUNT UNIFORMS R	UNIFORMS/SHOES	\$113.81
71837	0	228650	7183	PARAMOUNT UNIFORMS R	UNIFORMS/SHOES	\$483.00
7648	0	228655	615	PARAMOUNT UNIFORMS R	UNIFORMS/SHOES	\$1,342.00
7647	0	228645	615	PARAMOUNT UNIFORMS R	UNIFORMS/SHOES	\$182.74
7648	0	228655	615	PARAMOUNT UNIFORMS R	UNIFORMS/SHOES	\$182.74
1028148	0	22864	22507	PARAMOUNT UNIFORMS R	UNIFORMS/SHOES	\$448.29
667293	0	228712	971	PARAMOUNT UNIFORMS R	UNIFORMS/SHOES	\$1,600.00
16462	0	228533	238	PARAMOUNT UNIFORMS R	UNIFORMS/SHOES	\$275.00
2015553	0	228740	233	PARAMOUNT UNIFORMS R	UNIFORMS/SHOES	\$200.00
2015549	0	228738	233	PARAMOUNT UNIFORMS R	UNIFORMS/SHOES	\$180.00
2015555	0	228742	233	PARAMOUNT UNIFORMS R	UNIFORMS/SHOES	\$250.00
2015554	0	228739	233	PARAMOUNT UNIFORMS R	UNIFORMS/SHOES	\$300.00
2015546	0	228733	233	PARAMOUNT UNIFORMS R	UNIFORMS/SHOES	\$150.00
2015564	0	228703	233	PARAMOUNT UNIFORMS R	UNIFORMS/SHOES	\$500.00
2015551	0	228741	233	PARAMOUNT UNIFORMS R	UNIFORMS/SHOES	\$1,000.00

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City of Southaven Claims Docket
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Invoice #	Check#	Voucher#	Vendor #	Vendor Name	Invoice Description	Invoice Amount
002037	0	228133	1361	SAMS CLUB DIRECT	SUPPLIES	\$118.48
005316	0	228126	1361	SAMS CLUB DIRECT	SUPPLIES	\$124.23
000750	0	230140	1361	SAMS CLUB DIRECT	SUPPLIES	\$127.04
000658	0	228138	1361	SAMS CLUB DIRECT	SUPPLIES	\$156.46
002580	0	228125	1361	SAMS CLUB DIRECT	SUPPLIES	\$202.54
001144	0	228134	1361	SAMS CLUB DIRECT	SUPPLIES	\$254.89
220354	0	228114	338	SAMS CLUB DIRECT	SUPPLIES	\$1,134.16
227320	0	228074	338	SAMS CLUB DIRECT	SUPPLIES	\$207.14
6183	0	228031	2224	SAMS CLUB DIRECT	SUPPLIES	\$420.00
6182	0	228030	2224	SAMS CLUB DIRECT	SUPPLIES	\$170.00
6184	0	228030	2224	SAMS CLUB DIRECT	SUPPLIES	\$170.00
471148	0	228069	387	SAMS CLUB DIRECT	SUPPLIES	\$387.55
471149	0	228069	387	SAMS CLUB DIRECT	SUPPLIES	\$19.50
471063	0	228066	387	SAMS CLUB DIRECT	SUPPLIES	\$19.50
471117	0	228067	387	SAMS CLUB DIRECT	SUPPLIES	\$177.55
11568	0	228032	1104	SHERMAN WILLIAMS SOU	SHERMAN WILLIAMS SOU	\$540.00
5044	0	228036	1104	SHERMAN WILLIAMS SOU	SHERMAN WILLIAMS SOU	\$254.59
12674	0	228037	1104	SHERMAN WILLIAMS SOU	SHERMAN WILLIAMS SOU	\$4.14
12410	0	228044	1104	SHERMAN WILLIAMS SOU	SHERMAN WILLIAMS SOU	\$313.99
124142	0	228038	1104	SHERMAN WILLIAMS SOU	SHERMAN WILLIAMS SOU	\$37.06
10455	0	228035	1104	SHERMAN WILLIAMS SOU	SHERMAN WILLIAMS SOU	\$272.00

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Invoice #	Check#	Voucher#	Vendor #	Vendor Name	Invoice Description	Invoice Amount
2015550	0	228737	233	PARAMOUNT UNIFORMS R	UNIFORMS	\$160.00
70167	0	228716	19160	PARAMOUNT UNIFORMS R	UNIFORMS	\$2,304.24
12641	0	228632	10665	PARAMOUNT UNIFORMS R	UNIFORMS	\$202.33
77547	0	228666	8015	PARAMOUNT UNIFORMS R	UNIFORMS	\$448.29
1028148	0	22864	22507	PARAMOUNT UNIFORMS R	UNIFORMS	\$60.00
407551	0	228713	12608	PARAMOUNT UNIFORMS R	UNIFORMS	\$577.00
110251	0	228628	264	PARAMOUNT UNIFORMS R	UNIFORMS	\$100.00
110252	0	228636	264	PARAMOUNT UNIFORMS R	UNIFORMS	\$110.00
110250	0	228627	264	PARAMOUNT UNIFORMS R	UNIFORMS	\$110.00
004027	0	228127	1361	SAMS CLUB DIRECT	SUPPLIES	\$441.60
003219	0	228128	1361	SAMS CLUB DIRECT	SUPPLIES	\$21.54
001340	0	228123	1361	SAMS CLUB DIRECT	SUPPLIES	\$25.14
0032764	0	228123	1361	SAMS CLUB DIRECT	SUPPLIES	\$13.52
003903	0	228131	1361	SAMS CLUB DIRECT	SUPPLIES	\$43.33
004402	0	228133	1361	SAMS CLUB DIRECT	SUPPLIES	\$55.39
005449	0	228141	1361	SAMS CLUB DIRECT	SUPPLIES	\$58.68
005834	0	228132	1361	SAMS CLUB DIRECT	SUPPLIES	\$78.00
008713	0	228138	1361	SAMS CLUB DIRECT	SUPPLIES	\$31.89
002788	0	228138	1361	SAMS CLUB DIRECT	SUPPLIES	\$91.88
005607	0	228138	1361	SAMS CLUB DIRECT	SUPPLIES	\$88.78
002764	0	228137	1361	SAMS CLUB DIRECT	SUPPLIES	\$106.67
0013904	0	228124	1361	SAMS CLUB DIRECT	SUPPLIES	\$115.60

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Warrant # C-110414 & W-110414

Invoice #	Check#	Voucher#	Vendor #	Vendor Name	Invoice Description	Invoice Amount
30030	0	228119	1104	SHERMAN WILLIAMS SOU	SHERMAN WILLIAMS SOU	\$54.00
44816	0	228172	10945	SHERMAN WILLIAMS SOU	SHERMAN WILLIAMS SOU	\$21,152.94
60501	0	228039	611	SHERMAN WILLIAMS SOU	SHERMAN WILLIAMS SOU	\$258.00
101614	0	228064	14691	SHERMAN WILLIAMS SOU	SHERMAN WILLIAMS SOU	\$320.00
1028148	0	228066	8128	SHERMAN WILLIAMS SOU	SHERMAN WILLIAMS SOU	\$280.00
1028148	0	228077	8128	SHERMAN WILLIAMS SOU	SHERMAN WILLIAMS SOU	\$270.00
12114	0	228022	17000	SHERMAN WILLIAMS SOU	SHERMAN WILLIAMS SOU	\$50.00
505400	0	228040	101	SHERMAN WILLIAMS SOU	SHERMAN WILLIAMS SOU	\$45.00
505400	0	228040	101	SHERMAN WILLIAMS SOU	SHERMAN WILLIAMS SOU	\$7,000.00
118465	0	228197	1102	SHERMAN WILLIAMS SOU	SHERMAN WILLIAMS SOU	\$31.48
118177	0	228197	1102	SHERMAN WILLIAMS SOU	SHERMAN WILLIAMS SOU	\$91.88
118465	0	228067	1102	SHERMAN WILLIAMS SOU	SHERMAN WILLIAMS SOU	\$813.75
140764	0	228057	1102	SHERMAN WILLIAMS SOU	SHERMAN WILLIAMS SOU	\$15.07
141695	0	228057	1102	SHERMAN WILLIAMS SOU	SHERMAN WILLIAMS SOU	\$12.56
141695	0	228057	1102	SHERMAN WILLIAMS SOU	SHERMAN WILLIAMS SOU	\$18.50
21142549	0	228021	1025	SHERMAN WILLIAMS SOU	SHERMAN WILLIAMS SOU	\$294.46
102214	0	228013	6885	SHERMAN WILLIAMS SOU	SHERMAN WILLIAMS SOU	\$101.50
400514930	0	228066	8017	SHERMAN WILLIAMS SOU	SHERMAN WILLIAMS SOU	\$184.09
102714	0	228055	6883	SHERMAN WILLIAMS SOU	SHERMAN WILLIAMS SOU	\$472.50
1026148	0	228064	8129	SHERMAN WILLIAMS SOU	SHERMAN WILLIAMS SOU	\$590.00
10415	0	228132	3638	SHERMAN WILLIAMS SOU	SHERMAN WILLIAMS SOU	\$2,602.00

Minutes, City of Southaven, Southaven, Mississippi

Invoice #	Check#	Vendor #	Vendor Name	Invoice Description	Invoice Amount
4284	0	2238630	MACTEC INC	WHEELER, JEROLD 2011 ALLOT	\$199.82
01824	0	2239013	TDL CONTRACTORS INC	GREENBROOK PARK SHOP & PAVILION	\$51,986.73
467320	0	2239292	TECHNAMA MACHINERY C	FLOATMOUNT LAKES WWTP	\$46.07
4673187	0	2239843	TECHNAMA MACHINERY C	PUMP/RAINFALL LAKES WWTP	\$2,4472.00
3981409	0	2231750	TRI FIRM	4188 ROSEBROOK	\$078.73
3977003	0	2239734	TRI FIRM	ANTLER TRAIL, FRI BUSIM	\$284.83
TC205	0	2239008	TRI STAR COMPANIES	INTERSECTION LIGHT SIGNAL PAINTING	\$5,191.13
TC241	0	2230070	TRI STAR COMPANIES	FMAC SERVICES	\$3,140.00
102714	0	223954	TURNER DALE	HVAC SERVICES	\$1,585.02
1110	0	2239690	TWO GIRLS AND A BROO	UNITIES RTU HVAC SERVICES	\$280.00
005108221	0	2239697	TIFFER TECHNOLOGIES	SORTBALL LADDER	\$255.00
252736	0	2238812	UNION AUTO PARTS	COATLINE/PRECHASE DECKE	\$365.00
252738	0	2238813	UNION AUTO PARTS	CRAFTSMAN WRENCH INTERLOCK WMT	\$2,005.05
252746	0	2238897	UNION AUTO PARTS	3000-BRASS/SHOCK KIT	\$502.21
252746	0	2238897	UNION AUTO PARTS	3000-FLAD KIT	\$43.08
252746	0	2238897	UNION AUTO PARTS	MATERIALS FOR SHOP	\$202.16
111114	0	223954	UNIVERSITY OF TENNES	OIL FOR SHOP	\$155.52
112280	0	2239723	UNIONBROOK SERVICES, L	MASSEY HILLD SHOP	\$6,707.35
167239-1	0	2239723	UNIONBROOK SERVICES, L	DARREN HILLDE REG	\$275.00
16039-45	0	2239723	UNIONBROOK SERVICES, L	COOL EX-DURMATIC SERVICES/CLUBJON	\$10.00
			UNIONBROOK SERVICES, L	COMPLEX DRAINAGE	\$09.12
			UNIONBROOK SERVICES, L	GRABER PLY GRIT SHIPDONS PUMPKS	\$200.00
			UNIONBROOK SERVICES, L	DENIG	

City of Southaven Claims Book at
Warrant # C-110414 & W110414

Invoice #	Checker	Voucher #	Vendor #	Vendor Name	Invoice Description	Invoice Amount
4404-A1	0	22664	5631	URBAN ARCH ASSOC	SINX SR CTR @ PK5 BLDG DESIGN	\$3,400.00
14015-A1	0	22666	6641	URBAN ARCH ASSOC	REVISIONS FOR LUMINANCE STUDY	\$1,000.00
14026-A2	0	22664	6641	URBAN ARCH ASSOC	REVISIONS DESIGN	\$4,300.00
14053-A1	0	22662	6641	URBAN ARCH ASSOC	REVISIONS FOR PK 4 AND STADIUM DESIGN	\$1,000.00
0712348988	0	22662	1695	VEPCON WIRELESS	SPW/CMOS	\$2,700.00
07153130265	122460	22646	1081	VEPCON WIRELESS	CELL PHONES	\$1,008.61
218423	0	22646	21107	VEREER MID SOUTH INC	MATERIALS FOR CORALSTONE LS	\$382.75
10161-A1	0	226651	22611	VOZ STEPHEN MICHAEL	CASH BOND RETURN	\$1,146.00
30765623	0	22616	2669	VULCAN CONSTRUCTION	GRANITE LUMBER	\$1,650.40
06915	0	226627	11154	WATFIELD	GREENBROOKWAY MOTOR	\$58.60
06926	0	22678	11154	WATFIELD	LIGHTS/COURT	\$251.48
38671	0	226631	11154	WATFIELD	REPLACEMENT SWITCH IN THE SPORTS CENTER	\$111.96
1021418	0	226660	976	WILLIAMS, TMI	FOOTBALL LUMBER	\$160.00
102146	0	226910	1073	WINDSOR TEE	FOOTBALL LUMBER	\$125.00
102145B	0	226911	974	WINDSOR, JMI	FOOTBALL LUMBER	\$385.00
10214	0	226604	13340	WINTON LUMBER	FOOTBALL LUMBER	\$40.00
102214	0	226673	22613	WYAT SAKAMUTHA KAYE	CASH BOND RETURN	\$7.00
102614	0	226847	1406	YOKUM BEECH	2016 ADJUTMENT PENALTY FOR GOV. BONDING	\$600.00

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Total Invoices Paid on this Docket: \$2,356,175.75

Minutes, City of Southaven, Southaven, Mississippi

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

The Mayor and Board of Aldermen of the City of Southaven, Mississippi (the "City"), considered the matter of purchasing a certain tract of real estate known as 1855 Veterans Drive, Southaven, DeSoto County, Mississippi, together with all improvements, fixtures, equipment and structures thereon (the "Property").

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

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

WHEREAS, FTL Properties, LLC, a Louisiana limited liability company, ("Seller") currently owns the Property; and

WHEREAS, the City desires to buy the Property for municipal purposes; and

WHEREAS, Seller desires to sell the Property to the City for Two Hundred Ten Thousand Dollars and 00/100 (\$210,000.00); and

WHEREAS, the City, pursuant to Mississippi Code 43-37-3, obtained an appraisal for the Property and desires to purchase the Property in accordance with Mississippi Code 43-37-3(1)(c)(i); and

WHEREAS, the City, under its powers set forth in Mississippi Code 21-17-1, authorizes the purchase of the Property in the amount of \$210,000.00; and

NOW, THEREFORE, BE IT RESOLVED, that the City approves the purchase of the Property in the amount of \$210,000.00; and

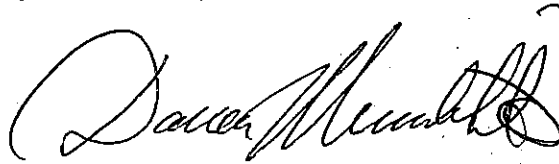
BE IT FURTHER RESOLVED, that the Mayor of the City and City Clerk are hereby authorized, in accordance with this Resolution, to enter into and execute any and all appropriate documents or contracts, and to undertake and perform any and all other necessary or appropriate action to implement this Resolution.

Minutes, City of Southaven, Southaven, Mississippi

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

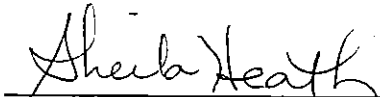
Alderman William Brooks	voted: yes
Alderman Kristian Kelly	voted: yes
Alderman Shirley Beshears	voted: yes
Alderman George Payne	voted: absent
Alderman Joel Gallagher	voted: absent
Alderman Scott Ferguson	voted: yes
Alderman Raymond Flores	voted: yes

RESOLVED AND DONE, this 4th day of November, 2014.



Darren Musselwhite, MAYOR

ATTEST:



Sheila Heath, CITY CLERK



Minutes, City of Southaven, Southaven, Mississippi

BOB LEIGH & ASSOCIATES LLC, REALTORS

6900 Cobblestone Blvd
Southaven, MS 38672
662-890-9696 (Office)
662-890-9803 (Fax)

1576 Montcith, Suite C
Hernando, MS 38632
662-449-3530 (Office)
662-449-3531 (Fax)



BOB LEIGH & ASSOCIATES REALTORS OF SENATOBIA

106 North Front Street
Senatobia, MS 38668
662-562-5502 (Office)
662-562-5503 (Fax)

703 A Hwy 6 East
Batesville, MS 38606
662-563-7077 (Office)
662-563-7211 (Fax)

CONTRACT FOR THE SALE AND PURCHASE OF REAL ESTATE PURCHASE AGREEMENT

IF NOT FULLY UNDERSTOOD, SEEK LEGAL ADVICE FROM YOUR ATTORNEY BEFORE SIGNING. THIS BECOMES A BINDING CONTRACT UPON ACCEPTANCE IN WRITING OF ALL PARTIES.

For and in consideration of the mutual promises contained herein, the undersigned Seller agrees to sell, to the undersigned Buyer, and the buyer agrees to buy, the herein described property on the terms and conditions stated herein. Both buyer and seller acknowledge that Bob Leigh & Associates LLC, REALTORS Broker is the procuring cause of this sale.

Seller MIKE FAULK

Buyer CITY OF SOUTHAVEN

1. **PROPERTY DESCRIPTION:** Lot 13-14, Sec _____, Subdivision FIRST COMM. IND. PLAZA
Part SOUTHAVEN, County DESAIR, Mississippi, ~~Tennessee~~ or ~~Arkansas~~ and all
improvements thereon known as 1855 VETERANS DR.
along with all fixtures including but not limited to all window and floor coverings, heating and air conditioning
equipment, built-in appliances, attached mirrors, barbecue grill, lighting fixtures, ceilings fans, flowers and shrubs,
curtain rods and hangers, mail box, T.V. antenna and all other items permanently attached, unless expressly excluded
herein.

2. **Purchase Price & Method Of Payment:** \$ 210,000.00

Payable as follows:

A. Cash Payment at closing (Cash, Certified, or Cashiers Check) \$ 210,000.00
subject to adjustments and prorations

B. Buyers shall qualify for a new loan described below in the amount of \$ _____ for _____ years at
market interest rate. FHA _____ VA _____ CONV _____ OTHER _____. This purchase agreement is conditioned upon
buyer's ability to qualify and obtain a new loan.

C. Seller shall owner finance for buyer \$ _____ amortized for _____ years at the annual
interest rate of _____, with Principal and interest payments being approximately \$ _____ per
month. Mortgage Payment begins on _____ and continues consecutively.

D. Buyers shall assume existing loan below with an approximate balance of \$ _____ Present
mortgage with _____, Loan # _____, Int. Rate _____ % Type _____
Approximate Monthly Note _____. Sales price remains constant (_____), Equity Remains
Constant (_____), Current Loan is qualifying (_____), Current Loan is Non-Qualifying (_____).

E. Other _____

Minutes, City of Southaven, Southaven, Mississippi

3 **PRIVACY ACT:** A, **PURCHASERS:** Signature of Purchasers on this contract is authorization for _____ (Mortgage Co.) processing a loan application for the consummation of this transaction to release to agents or brokers involved in this transaction all information requested pertaining to the status of that loan application and credit worthiness of the purchaser. B, **SELLERS:** Signature of Sellers on this contract is authorization of any mortgage secured by this property to release all information concerning that mortgage to Brokers and Agents involved in this transaction.

4 **CERTAIN COSTS Paid By:** Buyers = (B) or SELLERS = (S) as outlined below:

EACH PARTY TO PAY OWN CLOSING COST
Discount Points paid by _____ Not to exceed _____%, Appraisal _____, Attorney _____, Survey _____, Tax Service and/or Underwriting fee _____, Loan Origination Fee _____, Loan Transfer Fee _____, Loan Title Insurance _____, VA Funding Fee _____ -or- PM/ FHA, MIP _____ to be paid as follows - financed(_____) or to be paid in cash at closing(_____), prepaid and escrow items _____, Other Closing Cost _____. (If VA, FHA, or other government regulations require any different assessment of costs, the parties agree that such regulations shall supersede the terms of this paragraph and shall be binding upon the parties.)

5 **NEW LOAN:** Seller to pay prorated portion of Buyers note from closing until possession. The rental rate is based on the BUYERS actual new monthly payment (/) divided by 30 days (x) times the number of days from closing until possession. Rental fee is for _____ days as outlined in paragraph B below.

Seller agrees to have rental payments withheld from proceeds of sale.

Assumption: Seller to Pay (Month/Year) _____ and all previous payments and buyers to pay (Month/Year) _____ all subsequent payments. If possession is not given at closing _____ Buyer(s) (or) _____ Seller(s) will pay rent (in case of delayed possession) to _____ Buyer(s) (or) _____ Seller (s) at a rate of \$ _____ per day for _____ days, totaling \$ _____. This amount will be paid at closing.

6 **TAXES:** Taxes for the current year to be ☒ prorated -or- _____ assumed by Purchaser. Sellers to provide proof of Homestead Exemption filed, or pay excess taxes for current year, due to Homestead Exemption not being filed.

7 **EARNEST MONEY:** Buyer herewith tenders a deposit check \$ 1000.00 as earnest money which shall apply on purchase price or closing cost if buyer's offer is accepted. The sum shall be deposited with B&B L&H + Assoc and if their offer is not accepted or if title requirements are not fulfilled, it shall be promptly refunded to Buyer. If after acceptance of Buyers offer, Buyer fails to fulfill his obligation after seller tenders the Deed, the earnest money shall be forfeited. In any dispute over the earnest money, the parties agree to hold the broker and agents harmless. In the event of Purchasers Default, the deposit will be equally divided between broker and seller towards their respective damages. Parties agree to indemnity and hold broker harmless of expenses incurred. The retention of deposit money shall not be considered liquidated damages and does not prevent Seller, Broker or Agents from asserting other legal rights, including specific performance of his contract, and actions for damages, which they may have because of Buyer's breach of contract. If it becomes necessary to compel the performance of the conditions of this contract, or for either party or Broker/Agent to Initiate litigation, then the losing party agrees to pay reasonable attorney's fees and court costs to the other party and the broker incurred as a result thereof. The parties recognize that the Broker/Agents have an independent action for breach by either Buyer or Seller. Buyer(s) agree to make loan application within 5 days of accepted contract and diligently pursue loan approval within the specified period of time. This purchase Agreement is contingent on Buyers loan approval, and if loan is rejected, earnest money will be refunded to buyers. Any party who wrongfully terminates this contract shall forfeit their right to earnest money funds. In the event the broker cannot determine by the contract terms which party is rightfully entitled to the earnest money, the broker shall interplead the funds if an agreement cannot be reached between buyer and seller.

Minutes, City of Southaven, Southaven, Mississippi

8. **A. CLOSING DATE:** On or before 11 / 28 / 2014. Possession shall take place on AT CLOSING at _____ A.M./ P.M. It is the responsibility of the Buyer(s) to have all of the utilities turned on in Buyer's name on possession date. It is the Seller's responsibility to notify the utility companies that the property has been sold, and of a tentative turn off or reading date in order that the Buyer can arrange to have utilities set up in Buyers name by the possession date.
- B. Closing Agency / Attorney for Buyer** _____
- C. Closing Agency / Attorney for Seller** _____
- D. Title Company** _____
9. **SELLERS ESCROW DEPOSITS,** If any, shall be current and (a) _____ returned to seller, (b) _____ Assumed by Buyer, taxes, insurance, and mortgage insurance, prorated as of closing date. If escrow deposits are purchased by Buyer, upon audit, any escrow shortages to be paid by Seller. ~~Buyers must contact Insurance Agent prior to Closing.~~ The Insurability of the buyers through the ~~existing insurance~~ agency is strictly between buyers and insurance agency. In the event additional premium ~~would be due~~, the buyer agrees to pay additional premium. If buyer can not assume sellers Homeowners insurance, buyer shall pay for their own insurance policy through the company of their choice, with ~~information~~ being provided to the closing attorney prior to closing. Buyer is aware that if additional homeowners' premium is due, the mortgage payment will adjust accordingly.
10. **NEW LOAN (Amendatory Clause)** Buyers and Sellers agree to complete the current Lender required Amendatory Clause Statement that upon signatures becomes a part to this sales contract. ~~Amendatory Clause Statements require the property to appraise for at least the sales price, or the buyers may at buyers option, declare this contract void. Sellers may also declare this contract void if the appraised price is less than the sales price or the buyers are not willing to pay difference. In either case, the Buyer(s) will not forfeit their earnest money and will receive a full refund of earnest money should this contract become null and void due to a differential in appraisal price. Sellers are bound by their written sales price even if appraisal price is higher than the sales price. If there is no amendatory clause with a specific loan, property is is not contingent upon the appraisal value of either equaling or exceeding the agreed to purchase price. If appraisal value equals or exceeds purchase price, this contingency is satisfied. Seller is bound by written purchase price even if appraisal is higher than purchase price.~~
11. **SPECIAL PROVISIONS:**
- SOLD "AS IS, WHERE IS"
12. **TITLE AND CONVEYANCE:** Conveyance shall be made to Buyers by Warranty Deed, conveying merchantable Title, subject to government regulations, recorded restrictions and easements, if any, which do not materially affect the value of the property. Previous owners could have or possibly still own some mineral rights to this property, therefore all mineral rights this seller owns are included in this sale unless otherwise specified. Should title examination reveal defect, Sellers obligate them selves to cure the same as expeditiously as possible. If defects have not been cured within 30 days of seller being informed of defects discovery, Buyers may declare this contract null and void.
13. **SURVIVAL OF CONTRACT:** All express representations, warranties, and covenants contained herein shall survive delivery of the deed except where herein specified to the contrary. All other contractual obligations shall terminate with closing.
14. **WOOD INFESTATION REPORT:** (check box) ☒ Purchaser _____ Seller shall furnish and pay for, within 7 days before closing approved FHA/VA Wood Destroying Report from a licensed termite company indicating that subject property shows no evidence of termite or other wood destroying insect infestation. If such infestation exists,

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seller shall furnish warranty of approved treatment and correct any structural damage caused by such infestation, or, if cost of said repairs are prohibitive to seller, or if purchaser deems damage unacceptable, the contract can be declared null and void and earnest money shall be refunded. Parties acknowledge that listing and selling broker(s), lender, and attorney(s) have relied solely on the termite report at closing. In the event damage is found, the purchaser(s) release the listing and selling broker(s), lenders, and attorney(s) from any liability. By initialing below, both purchaser and seller acknowledge that the broker(s) did not recommend any pest control company, in any way warrant the inspection or treatment made by the company, and are in no way responsible for termite damage.

Purchaser's Initials _____ / _____ Seller's Initials _____ / _____

15. **SURVEY AND FLOOD CERTIFICATIONS:** Survey and flood certifications are the best way to identify boundary lines / encroachments / easements / or property in a flood zone area. It is the buyers responsibility to choose if they want or do not want a survey. Buyer agrees to hold broker and agents harmless if they choose not to get a survey and a discrepancy arises after closing of the transaction.
16. **ACCELERATION (DUE ON SALE) CLAUSES:** If the note and/or deed of trust mortgage on any existing Loan contains an acceleration (due on sale) clause; the lender may demand full payment of the entire loan balance as a result of this transfer. Both parties acknowledge that they are not relying on any representation of the other party or broker with respect to the existence or enforceability of such a provision in existing notes and/or deeds of trust or mortgages, or balloon notes or any other notes and/or deeds of trust mortgages to be executed in according with this agreement. Both parties have been advised by broker to seek legal advice from their attorneys with respect to acceleration clauses.
17. **OPTIONAL WARRANTY:** A one year buyer protection plan _____ will _____ will not be provided at the time of conveyance. Cost of \$ _____ to be borne by: _____ Seller _____ Buyer N/A Plan Carrier _____. Terms and details of these plans are provided by the plan carrier including the deductible amount. Compensation for this plan may be received by the _____ listing agency and agent (OR) the _____ selling agency and agent paid directly by the Plan Carrier. Seller to provide _____ 1 year builder warranty and/or _____ 2/10 warranty at seller's expense.
18. **MECHANICAL EQUIPMENT AND BUILT-IN APPLIANCES:** Seller represents that all heating and air-conditioning equipment, plumbing, electrical system, gas system, and built-in appliances are in good working order and in a good state of repair, or will be before closing or possession. Seller is responsible for condition of mechanical equipment described in this paragraph and built-in appliances until possession is given to buyer. It is the seller's responsibility to provide a key to all exterior door locks and deadbolts. It is the sellers responsibility to have all utilities turned on in order for a buyer or buyers inspector to do any and all inspections.
19. **CONDITION OF PROPERTY AND ACCEPTANCE:** The property is being purchased "as is" and "where is" with the exception of matters addressed in this paragraph and paragraph 18. Seller agrees to complete and provide to buyer a copy of SELLER'S DISCLOSURE STATEMENT, required by state law. Buyer shall give timely written notice to seller through the closing attorney or agent, of any reasonable repairs which may be needed, in order that seller shall have a reasonable opportunity to do so before closing, or without substantial delay to the closing. If the cost of making necessary repairs excluding repairs to equipment and appliances under paragraph 18, shall exceed the sum \$ _____, seller may void the contract, or make such repairs as are designated at seller's option. If such repairs do not exceed \$ _____, or buyer gives a written waiver of repairs above such figure, this contract shall remain in full force and effect. If possession is given at some date after closing, closing attorney or agent will hold the earnest money (described in paragraph 7) in escrow until possession is given and property has been inspected by buyer or buyer's designee. If and only if repairs are necessary for conditions on the property which have occurred after the closing. Seller shall be responsible for the reasonable cost of same. The earnest money shall continue to be held until such obligation is fulfilled. If the party holding the earnest money is not notified in writing of needed repairs by the end of the third business day following the possession of the property by buyer, such earnest money shall be paid to the seller. This paragraph shall, at all times, be superceded by paragraph 18, with regard to the operating condition of mechanical equipment and built-in appliances.

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20. **DAMAGE BY FIRE, ETC.:** This contract is further conditioned upon delivery of the improvements in their present condition and in the event of material damage by fire or otherwise, before closing, buyer may declare the contract void and shall be entitled to the return of his earnest money, or buyer may elect to complete the transaction in accordance with this contract provided the property is restored by seller at seller's expense prior to closing of the sale.

21. **RESPONSIBILITY OF BROKER:** No agent or representative of broker shall have any power to make any representations as to the property or any statement, unless and except fully embodied herein in writing. This contract shall impose no obligations on broker to perform any act or thing other than herein set forth. Broker assumes no responsibility for the performance of this contract by either party, or for the condition of the subject property.

22. **AGREEMENT OF PARTIES:** This contract incorporates all prior agreements between the parties, contains the entire and final agreement of the parties, and cannot be changed except by their written consent. Neither party has relied upon any statement or representation made by the other party or the sales representative/broker bringing the parties together. Neither party shall be bound by any terms, conditions, oral statements, warranties, or representations not herein contained. Each party acknowledges that he has read and understands this contract. The provisions of this contract shall apply to and bind the heirs, executors, administrators, successors, and assigns of the respective parties hereto. When herein used, the singular includes the plural and the masculine includes the feminine as the context may require.

23. **PROFESSIONAL FEES AND REPRESENTATION:** It is hereby agreed and understood that the following state the representatives of all parties concerned:

The listing agency/broker represents the interest of the _____ Seller _____ Buyer ☒ both Seller and Buyer.
The selling agency/broker represents the interest of the _____ Seller _____ Buyer _____ Both the seller and the buyer.

The professional fees will be paid as follows:

6 % of the sales price will be paid to B&B LEIGH AND ASSOC by the ☒ Seller ☐ Buyer.
_____ % of the sales price will be paid to _____ by the ☐ Seller ☐ Buyer.

In the event of default, the defaulting party may be held liable to broker(s) for damages, including commission and expenses. In the event the broker(s) prevails in a legal action to collect said damages, the defaulting party shall be additionally liable to broker(s) for reasonable cost of broker's attorney fees. This agreement shall not limit the rights of broker provided for in any listing or other agreement which may be in effect between seller and broker except that the total amount of commission collected shall be specified as above.

24. **DISCLOSURE TO PURCHASER:** The undersigned broker and all salespersons affiliated with undersigned broker (and the listing broker and all salespersons affiliated with the listing broker, in the event the cooperative or seller broker and listing broker are not the same) are agents to their prospective parties as outlined in paragraph 23 above. If the purchaser does not have representation and considers it necessary, the purchaser can obtain agency representation of a lawyer or a real estate broker or both. Buyer hereby acknowledges receipt of a duplicate original hereof.

25. **EQUAL HOUSING OPPORTUNITY:** We do business in accordance with the Federal Fair Housing Law (Section 809, Title VIII). It is illegal to discriminate against any person because of race, color, religion, sex, handicap, familial status or national origin in the sale or rental housing or residential lots, in advertising the sale or rental of housing or residential lots, in advertising the sale or rental of housing, in the financing of housing, in the provision of real estate brokerage services, or in blockbusting.

26. **LEAD-BASED PAINT:** Parties are aware the age of this property might make it suspect that "Lead Based Paint" might have been used in accordance with "HUD" and "EPA" final rulings as set forth in 61 Federal Regulation 9064 (March 6, 1996) and in compliance with Section 1018 of the Residential Lead-Based Paint Hazard Reduction Act of

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1992 (Title X of the Housing and Community Development Act of 1992, P.L. 102-550), the seller does give notice to the purchaser that purchaser has ten (10) days to conduct the Risk Assessment of Inspection as provided therein and has provided all available records or reports pertaining thereto. Purchaser, by initialing below, acknowledges receipt of the "Lead Based Paint" pamphlet required by HUD and EPA.

Purchaser's Initials _____

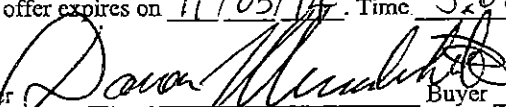
27. ATTACHMENTS:

Seller Disclosure	Yes	No	Right of Refusal	Yes	No
Inspection Addendum	Yes	No	Owner Finance Addendum	Yes	No
Agency Disclosure	Yes	No	Lead Based Paint Disclosure	Yes	No
Dual Agency Confirmation	Yes	No	Possession Agreement	Yes	No
Broker/Owner Disclosure	Yes	No	Other	Yes	No
Mandatory Arbitration Agreement	Yes	No	FHA Addendum	Yes	No
Property Issues Addendum	Yes	No			

28. ADDENDUM: Attached addendum consisting of _____ exhibits numbering _____ pages are part of this agreement and are incorporated herein by the reference.

Offer made this 5th day of November, 2014
City Southaven, State Mississippi, Time 9:00 (A.M./P.M.)

This offer expires on 11/05/14. Time 5:00 (A.M./P.M.)

Buyer  Buyer _____

Offer accepted this _____ day of _____, 2011
City _____, State _____, Time _____ A.M./P.M.

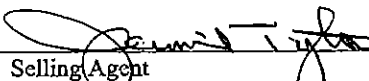
Counteroffer expires on ____/____/____ Time _____ A.M./P.M.

Seller _____ Seller _____

Subject to clearance of any check, broker acknowledges receipt of the above mentioned earnest money and holds same in trust subject to the terms of this contract.

Bob Leigh + Assoc
Selling Agency and Broker

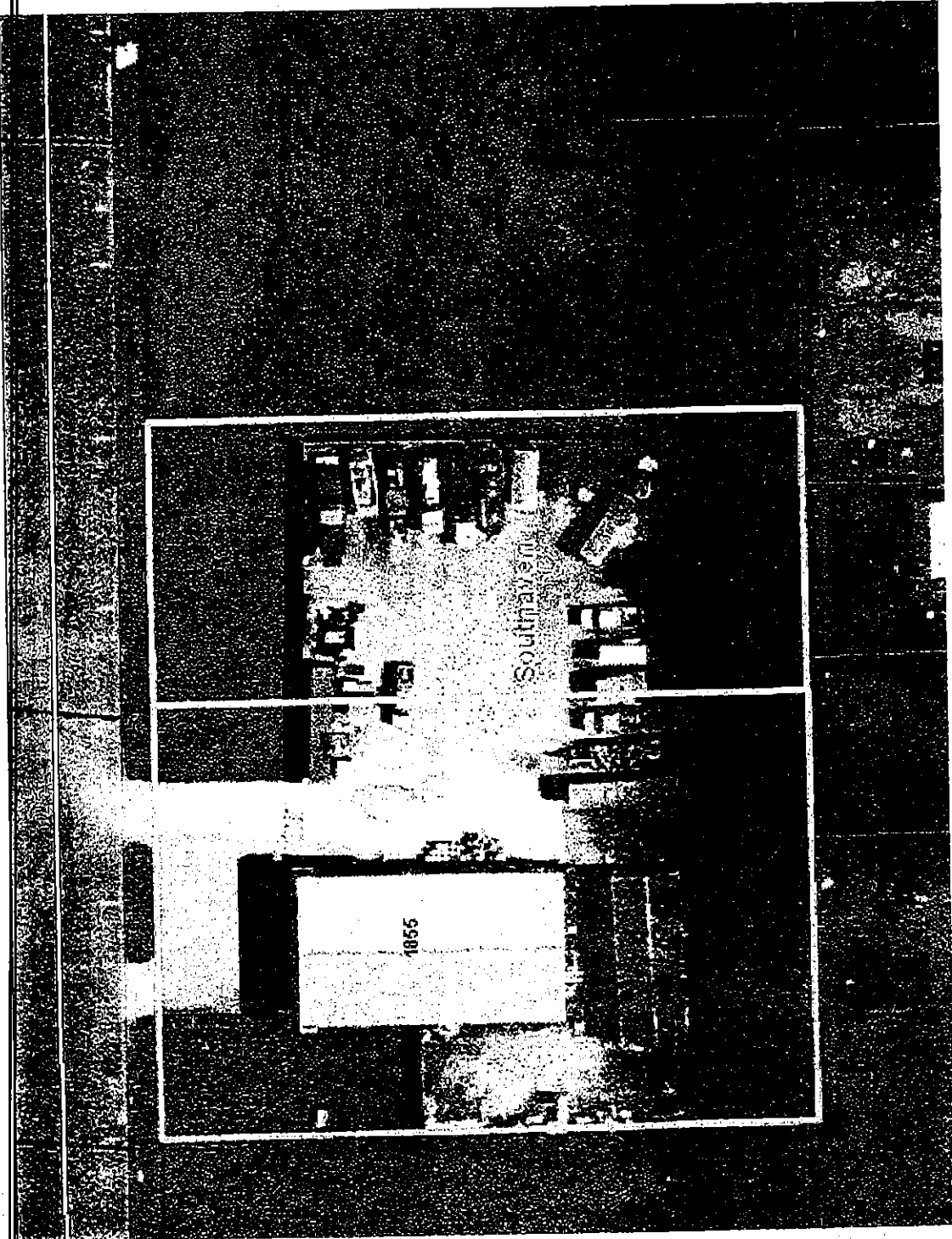
SAME
Listing Agency and Broker


Selling Agent

SAME
Listing Agent

1. *Journal of the American Medical Association*, 1997; 278: 1039-1044.

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