

Minutes, City of Southaven, Southaven, Mississippi

CITY OF SOUTHAVEN

Top of Mississippi

8710 Northwest Drive
Southaven, MS 38671



Phone: 662-393-6939
Fax: 662-393-7294

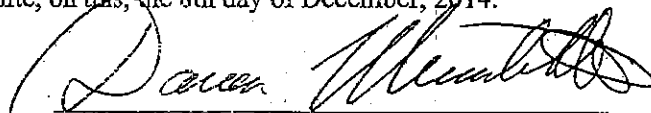
NOTICE OF SPECIAL CALLED MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI

In accordance with Mississippi Code Annotated §21-3-21, notice is hereby given that a Special Meeting of the Mayor and Board of Aldermen of the City of Southaven shall be held on Tuesday, the 9th day of December, 2014, at 5:00 PM in the Boardroom of Southaven City Hall, located at 8710 Northwest Drive, Southaven, Mississippi.

The subject matters of business (Agenda) to be acted upon at this Special Meeting are as follows, to-wit:

1. Horn Lake Creek Drainage District Interlocal Agreement
2. Future Electronics Access Agreement
3. Permit for Vehicle for Hire
4. Executive Session – Land Acquisition

This Special Meeting Of the Mayor and Board Of Aldermen is hereby called by the Mayor, Darren Musselwhite, on this, the 8th day of December, 2014:


Darren Musselwhite, Mayor

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 8th day of December, 2014

MY COMMISSION EXPIRES:



Minutes, City of Southaven, Southaven, Mississippi

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Minutes, City of Southaven, Southaven, Mississippi

MINUTES OF THE SPECIAL MEETING OF December 9, 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 Special Session on the 9th day of December, 2014 at five o'clock (5:00) p.m. at City Hall.

Present were:

William Brooks (By Teleconference)	Alderman At Large
Kristian Kelly	Alderman, Ward 1
George Payne	Alderman, Ward 3
Joel Gallagher	Alderman, Ward 4
Scott Ferguson	Alderman, Ward 5
Raymond Flores	Alderman, Ward 6

Absent were:

Shirley Beshears	Alderman, Ward 2
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Also present were Mayor Musselwhite, Sheila Heath, City Clerk, and Nick Manley, City Attorney. Approximately ten (10) other people were present.

Mayor Musselwhite called the meeting to order. Alderman Gallagher led in prayer, followed by the Pledge of Allegiance led by Alderman Ferguson.

HORN LAKE CREEK DRAINAGE DISTRICT INTERLOCAL AGREEMENT

Mayor Musselwhite stated that there are drainage issues on Swinnea Road along Horn Lake Creek that need to be corrected and qualify for co-op funding from the Horn Lake Creek Drainage District. Mayor Musselwhite stated that the Project will cost \$30,000.00 of which the City will be responsible for \$15,000.00. Alderman Gallagher made the motion to authorize the Mayor to enter into an interlocal agreement with the Horn Lake Creek Drainage District. Motion was seconded by Alderman Kelly. Motion was put to vote and passed unanimously.

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

FUTURE ELECTRONICS ACCESS AGREEMENT

Mayor Musselwhite stated that Future Electronics is currently going through an expansion and utilizing a section of a road that is City property as an access point to their building that could potentially damage a water main that was not designed for heavy equipment. Mayor Musselwhite stated that a bond may be required to protect the City from any possible liability. Curtis Cook with Future Electronics explained to the Board that he thought that the property belonged to Future Electronics and stated that they had been maintaining it for the past eleven years and that their intent

Minutes, City of Southaven, Southaven, Mississippi

was not to jeopardize City property. Mr. Cook stated that by the time he went through his corporate office and their legal department for a bond request, the project would be complete. Mr. Cook then stated that he wanted to come before the Board as a courtesy to explain the situation and stated that they will go back to using the original alternate access point. Mayor Musselwhite thanked Mr. Cook for explaining himself to the Board and stated that Future Electronics is very important to the City.

PERMIT FOR VEHICLE FOR HIRE

RESOLUTION OF CITY OF SOUTHAVEN BOARD OF ALDERMAN GRANTING PERMIT TO MR. TAXI OF DESOTO COUNTY, INC. FOR MOTOR VEHICLE FOR HIRE

WHEREAS, pursuant to Mississippi Code Section 21-27-131, application was made to the City of Southaven ("City") by Donald McKnatt, on behalf of Mr. Taxi of Desoto County ("Mr. Taxi"), for a permit to operate a motor vehicle for hire; and

WHEREAS, pursuant to Mississippi Code Section 21-27-133, Donald McKnatt, on behalf of Mr. Taxi, has provided the required insurance; and

WHEREAS, the City has reviewed the application of Donald McKnatt, on behalf of Mr. Taxi; and

NOW THEREFORE, be it resolved as follows:

1. Pursuant to Mississippi Code 21-27-131, City hereby grants to Mr. Taxi, a permit to operate a motor vehicle for hire contingent upon approval and all documents being provided to the City Clerk's Office.

2. The Mayor or his designee is authorized to execute any and all documents required in order to effectuate the intent of this Resolution.

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

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

RESOLVED AND DONE, this 9th day of December, 2014.

Minutes, City of Southaven, Southaven, Mississippi

EXECUTIVE SESSION

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

There being no further business to come before the Board of Aldermen, a Motion was made by Alderman Flores to adjourn. Motion was seconded by Alderman Ferguson. Motion was put to a vote and passed unanimously, December 9, 2014 at 5:15 p.m.

Darren Musselwhite,
Mayor

City Clerk's Office

(Seal)

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Minutes, City of Southaven, Southaven, Mississippi

INTERLOCAL AGREEMENT FOR EROSION CONTROL MEASURES FOR HORN LAKE CREEK TRIBUTARY "LATERAL D"

This agreement made and entered into on this the 11th day of December, 2014, by and between the following parties:

1. Horn Lake Creek Watershed Drainage District (hereinafter referred to as "the Drainage District");
2. City of Southaven (hereinafter referred to as "the City").

WHEREAS, the Drainage District was established, in accordance with Title 51, Chapter 29 of the MISS. CODE ANN. (West 2014), with the intention of providing a consolidated drainage district to manage, repair and improve the drainage ditches and canals of its constituent drainage district and to convert and maintain such ditches and canals into an integrated and efficient drainage system; and

WHEREAS, there is a tributary of Horn Lake Creek (hereinafter referred to as "Lateral D") within the Drainage District that is located south of Church Road and east of Swinnea Road in Southaven, Mississippi (hereinafter referred to as "the Project Area"). The City has determined that erosion of the right stream bank at this location over the years has progressed to a condition that it is now threatening the health, comfort and convenience of the inhabitants of the municipality; and

WHEREAS, the City has studied the erosion issues in the Project Area and has concluded that the removal of sediment accumulations in the channel and bank stabilization with riprap stone should preclude additional migration of the stream channel and stabilize the bank alignment in the Project Area (all of the foregoing work and improvements is referred to as "the Project" collectively); and

WHEREAS, after review, both the Drainage District and the City have determined that the Project is reasonable and necessary to prevent erosion in the Project Area and is in the best interests of the residents of the Drainage District and the City; and

WHEREAS, after review, the Drainage District and the City have determined that the Project will cost approximately Thirty Thousand Dollars (\$30,000.00). The City has requested that the Drainage District assist with the costs of the Project, and the Drainage District desires to share in said costs as the Project will help to alleviate erosion within the Horn Lake Creek Watershed Drainage District; and

WHEREAS, the Drainage District has authority to cooperate and enter into agreements with and to receive and provide financial and other assistance from other political subdivisions of the state pursuant to MISS. CODE ANN. § 53-33-3(b) (West 2014), and the City has a right to cooperate and enter into said agreements with the Drainage District; and

WHEREAS, the parties hereto believe that the necessities contained herein may best be accomplished through a formal agreement pursuant to the authority of the "Interlocal Cooperation Act of 1974."

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements contained herein and pursuant to the authority of Title 17, Chapter 13 of the MISS. CODE ANN. (West 2014), the Drainage District and the City do hereby covenant, contract and agree as follows:

Minutes, City of Southaven, Southaven, Mississippi

1. This Agreement shall take effect upon the date of approval by the Attorney General of the State of Mississippi after first being approved and executed by the Drainage District and the City. Approval is to be entered into the minutes of the Board meetings of both the Drainage District and the City.

2. The parties hereby agree the Project is necessary and in the best interest of the Drainage District and the City, and their Project cost sharing will comply with the applicable statutes of the State of Mississippi and the Project requirements of Title 51, Chapters 29 and 33 of the MISS. CODE ANN. Further, through the Project, the soil and conservation measures may be improved, flood control and drainage problems strengthened, and the land and water economy of the state stabilized.

3. The City, or its agents and contractors, shall undertake all construction efforts for the Project as outlined in the proposal. The City shall also be responsible for the acquisition of all easements and rights of way that may be necessary to effectuate the Project.

4. The City shall be the party to award the contract, in its discretion, and shall be the party who executes and enters into all contracts for work to be performed and purchases to be made for the Project.

5. The City shall be invoiced directly by the contractors it retains, and any subcontractors and/or suppliers of materials, for any and all engineering, surveying, and design expenses for the Project. The City, at its sole discretion, shall approve or reject invoices received. Upon approval of any invoice for payment, the City will provide a copy of same to the Drainage District and tender payment to the invoicing entity.

6. The Drainage District hereby agrees to reimburse the City to pay a portion of the cost of the Project in the amount of fifty percent of the Project's cost, not to exceed \$15,000.00. Notwithstanding the foregoing, each party shall be responsible for their individual attorney's fees incurred in relation to the Project.

7. After the Project has been completed, and the contractor(s) paid by the City, the City will make a written request upon the Drainage District for reimbursement of expenses, up to the limits set forth in paragraph 6. Upon receipt of such notice, the Drainage District will thereafter tender payment directly to the City. The payments required of the Drainage District shall be tendered by the Drainage District within forth-five (45) days of receipt of the request for payment submitted by the City, or the completion of an audit performed pursuant to paragraph 8 below, if one is requested, whichever is later.

8. The Drainage District shall have the right, at the Drainage District's expense, upon reasonable notice to the City, to obtain an independent audit of the Project to verify the engineering costs and the funds the Drainage District is to tender to City.

9. Pursuant to MISS. CODE ANN. § 17-13-9 (West 2014), the parties would set forth the following:

- a. Duration: The duration of this Interlocal Agreement is from the effective date, as set forth in paragraph 1 above, through and until the Project is complete, and the Drainage District has made payment to the City as set forth herein. In the event this Interlocal Agreement extends beyond the term of the existing term of the majority of the membership of the Commissioners of the Horn Lake Creek

Minutes, City of Southaven, Southaven, Mississippi

Watershed Drainage District or the Aldermen of the City of Southaven, it will be deemed to automatically renew and be binding upon the successor Commissioners and/or Aldermen unless, by majority vote, the incoming Board and Commissioners terminate same.

- b. Purpose: The purpose of this Interlocal Agreement is set forth in paragraphs 1 – 8 above.
- c. Separate Legal Entity: There is no separate legal or administrative entity created pursuant to this Interlocal Agreement, and the organizations affected and statutory authority vested in each of the local government units are set forth above.
- d. Statutory Authorities: Statutory authority for the Drainage District to take the actions required of it, as set forth above, is contained in Title 51, Chapter 29 of the MISS. CODE ANN. as well as MISS. CODE ANN. § 51-33-3(b). Statutory authority for the City to take the actions required of it, as set forth above, is contained in MISS. CODE ANN. § 21-19-13 (West 2014).
- e. Financing: Financing of this venture is through the joint budgets of the Drainage District and the City.
- f. Person to Account for Funds: The Clerk of the Drainage District shall disburse and account for the funds expended by the Drainage District and the Clerk of the City shall receive and account for all funds for the City, both in relation to the joint undertakings set for herein;
- g. Methods of Termination: This Interlocal Agreement may be terminated in accordance with paragraph 12 below.
- h. Amendments: Neither this Interlocal Agreement nor any of its terms may be changed or modified, waived, or terminated except by an instrument in writing, approved by the governing body of each party, with such approval spread upon its official minutes, and signed by each party's authorized representative.
- i. Administration: This Project will be administered through the City in cooperation with the Drainage District.
- j. Disposal of Property: The Interlocal Agreement does not provide for the acquiring, holding or disposing of real or personal property;
- k. Any other necessary and proper matters are set forth in paragraphs 1-8 above.

10. Should it become necessary, pursuant to Federal or State law, it is hereby deemed by the parties that the City shall be the sponsoring subdivision for such purposes as necessary including, but not limited to, the procurement of grants and/or federal or state funds.

11. This Interlocal Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. In addition,

Minutes, City of Southaven, Southaven, Mississippi

this Interlocal Agreement may contain more than one counterpart of the signature page, and this Interlocal Agreement may be executed by the affixing of the signatures to such counterpart signature pages; in which case each counterpart signature page shall constitute an original, but all of which, taken together, shall constitute a single signature page.

12. Either party may terminate this Interlocal Agreement (i) in the event of a material breach or default by the other party which remains uncured following sixty (60) days written notice describing such breach or default in reasonable detail. In which case, the non-defaulting party shall, if it so elects, have the right to terminate the Interlocal Agreement upon giving the defaulting party final notice of termination of the Interlocal Agreement and the effective date of such termination shall be specified in such notice (which shall be not less than seven (7) days after the giving of such notice), or (ii) this Interlocal Agreement may be terminated at any time upon the mutual written agreement of the parties. Upon the termination of this Interlocal Agreement, under either provision, the Drainage District will pay to the City up to one-half of the costs of the project incurred to date; however, the amount shall not exceed one-half of the costs incurred by the City up to the maximum limits of contribution required of the Drainage District.

13. Notwithstanding any other provision of this Interlocal Agreement, if funds necessary for the continued fulfillment of this Interlocal Agreement by either party are at any time insufficient, or not forthcoming through failure of any entity to appropriate funds, or otherwise, the party lacking funding shall have the right to terminate this Interlocal Agreement without penalty, liability, cost or expense by giving not less than thirty (30) calendar days' prior written notice documenting the lack of funding. In such instance, unless otherwise agreed to by the parties, this Interlocal Agreement shall terminate and become null and void on the last day of the fiscal period for which the canceling party's appropriations were received, or funding was available, or sixty (60) calendar days after such notice has been delivered by the canceling party to the other party.

14. Nothing in this Interlocal Agreement shall be construed to form any agency relationship between any of the parties executing this agreement. Further, nothing in this Interlocal Agreement shall be interpreted to impute the actions of one party of this contract to other.

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Minutes, City of Southaven, Southaven, Mississippi

WITNESS the signature of the parties hereto after first being approved by the respective governing authorities.

HORN LAKE CREEK WATERSHED DRAINAGE DISTRICT

BY: _____
Pete Scott, President
Horn Lake Creek Watershed Drainage District

DATE: _____

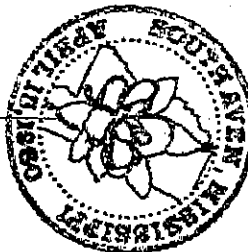
ATTEST: _____
CLERK OF THE HORN LAKE CREEK
WATERSHED DRAINAGE DISTRICT

CITY OF SOUTHAVEN, MISSISSIPPI

BY: *Darren Musselwhite*
Darren Musselwhite, Mayor
City of Southaven, Mississippi

DATE: 12-11-14

ATTEST: *Sheela Heath*
CLERK OF THE CITY OF
SOUTHAVEN, MISSISSIPPI



Minutes, City of Southaven, Southaven, Mississippi

RESOLUTION OF CITY OF SOUTHAVEN BOARD OF ALDERMAN GRANTING PERMIT TO MR. TAXI OF DESOTO COUNTY, INC. FOR MOTOR VEHICLE FOR HIRE

WHEREAS, pursuant to Mississippi Code Section 21-27-131, application was made to the City of Southaven ("City") by Donald McKnatt, on behalf of Mr. Taxi of Desoto County ("Mr. Taxi"), for a permit to operate a motor vehicle for hire; and

WHEREAS, pursuant to Mississippi Code Section 21-27-133, Donald McKnatt, on behalf of Mr. Taxi, has provided the required insurance; and

WHEREAS, the City has reviewed the application of Donald McKnatt, on behalf of Mr. Taxi; and

NOW THEREFORE, be it resolved as follows:

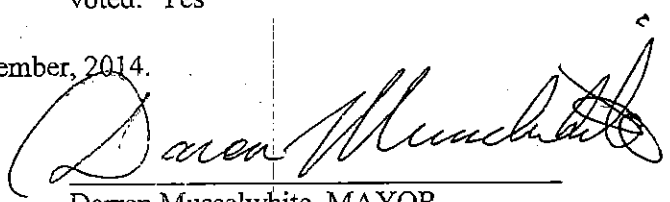
1. Pursuant to Mississippi Code 21-27-131, City hereby grants to Mr. Taxi, a permit to operate a motor vehicle for hire contingent upon approval and all documents being provided to the City Clerk's Office.

2. The Mayor or his designee is authorized to execute any and all documents required in order to effectuate the intent of this Resolution.

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

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

RESOLVED AND DONE, this 9th day of December, 2014.


Darren Musselwhite, MAYOR

ATTEST:



Minutes, City of Southaven, Southaven, Mississippi

City of Southaven

Top of Mississippi

Office of Planning and Development

Whitney Choat, Director



8710 Northwest Drive
Southaven, MS 38671
Phone: 662-393-6939
Fax: 662-393-7294
wchoat@southaven.com

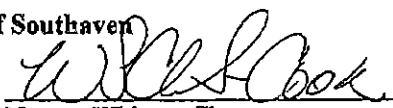
The City of Southaven ("City") agrees to work in good faith with ARHC PCSHVMS01, LLC ("Buyer") as it relates to the City's abandoning and removal of record of the twenty (20) foot wide permanent utility easement located on Lot 1 depicted on Exhibit A attached hereto. The good faith afforded to the Buyer will be granted to the extent it is afforded to the City.

Buyer agrees to work in good faith with the City as it relates to the granting of a utility easement to the City substantially in the form attached hereto as Exhibit B and made a part hereof (the "Replacement Easement"). The City acknowledges that Buyer has not confirmed the legal descriptions included within the Replacement Easement, and Buyer reserves the right to review the descriptions with the City for any requested revisions. The City shall consider the Buyer's request but is not required to accept the revision. The good faith afforded to the City will be granted to the extent it is afforded to the Buyer.

Each of the undersigned is duly authorized to execute this letter agreement.

Agreed to and accepted:

City of Southaven

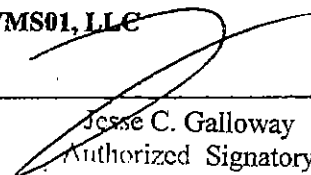
By: 

Name: Whitney Choat

Title: Director, Planning and Development

Date: 12-9-14

ARHC PCSHVMS01, LLC

By: 

Name: Jesse C. Galloway

Title: Authorized Signatory

Date: 12/10/14

Minutes, City of Southaven, Southaven, Mississippi

Exhibit A
(attached)

Minutes, City of Southaven, Southaven, Mississippi

Exhibit B

(attached)

Minutes, City of Southaven, Southaven, Mississippi

GRANTOR'S ADDRESS:

GRANTEE'S ADDRESS AND RETURN TO:
CITY OF SOUTHAVEN
8710 NORTHWEST DRIVE
SOUTHAVEN, MS. 38671
TEL. (662) 393-5931

PREPARED BY:
Butler Snow
Nick Manley
P.O. Box 171443
Memphis, TN 38187

UTILITY EASEMENT

GRANTOR:

TO

GRANTEE:
CITY OF SOUTHAVEN
A MUNICIPAL CORPORATION

INDEXING INSTRUCTIONS: Northwest Quarter of Section 30, Township 1 South, Range 7 West, Desoto County, Mississippi

FOR AND IN CONSIDERATION OF ONE DOLLAR (\$1.00), AND OTHER GOOD AND VALUABLE CONSIDERATION, _____ DOES HEREBY CONVEY AND WARRANT UNTO THE CITY OF SOUTHAVEN, ITS SUCCESSORS AND ASSIGNS, A PERMANENT UTILITY PIPELINE EASEMENT AND THE RIGHT TO INSPECT, CONSTRUCT, INSTALL, MAINTAIN, LAY, REPAIR, IMPROVE, AND NECESSARY APPURTENANCES THERETO OVER, AND ACROSS THE FOLLOWING DESCRIBED PROPERTY SITUATED IN DESOTO COUNTY, MISSISSIPPI, TO WIT:

A twenty (20) foot wide permanent utility easement on the Southland Airways LLC property as recorded in Deed Book 706 page 478, on file in the Chancery Clerk's Office of Desoto County, Mississippi located in the Northwest Quarter of Section 30, Township 1 South, Range 7 West, DeSoto County, Mississippi being Ten (10) feet either side of the centerline of an existing sewer line more particularly described as:

Beginning at the accepted Northeast corner of lot 1 of the City Center as recorded in plat book 47 page 5 in the Chancery Clerk's Office of Desoto County, Mississippi; thence south 00 Deg 11 min 13 sec East for 33.85 feet along the east property line of said lot 1 to the POINT OF BEGINNING and the said centerline of an existing sewer line and where it crosses the east property line of said lot 1; thence North 87 deg 46 min 09 sec West for a distance of 341.12 feet to a point along the centerline of said existing sewer line and where it intersects the east property line of said Lot 1 being the termini point of said easement, and containing 6822 Square Feet, more or less.

Minutes, City of Southaven, Southaven, Mississippi

TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S LAND FOR THE PURPOSE FOR WHICH THE ABOVE MENTIONED RIGHTS ARE GRANTED.

THIS EASEMENT DOCUMENT SHALL REPLACE, TERMINATE, VOID, REMOVE ALL OBLIGATIONS AND RESPONSIBILITIES AND CANCEL THE EASEMENT AS GRANTED TO THE GRANTEE VIA THE PLAT FILED AT BOOK 47 PAGE 5 AT THE DESOTO COUNTY CHANCERY CLERK'S OFFICE AND BEING MORE FULLY DESCRIBED AS SET FORTH BELOW:

A twenty (20) foot wide existing **permanent utility easement** on the Southland Airways LLC property as recorded in Deed Book 706 page 478, on file in the Chancery Clerk's Office of Desoto County, Mississippi located in the Northwest Quarter of Section 30, Township 1 South, Range 7 West, DeSoto County, Mississippi being Ten (10) feet either side of the centerline of an abandoned sewer line more particularly described as:

Beginning at the accepted Northeast corner of lot 1 of the City Center as recorded in plat book 47 page 5 in the Chancery Clerk's Office of Desoto County, Mississippi; thence south 00 Deg 11 min 13 sec East for 416.81 feet along the east property line of said lot 1 to the POINT OF BEGINNING; thence North 78 deg 30 min 50 sec West for a distance of 369.59 feet to a point along the east property line of said Lot 1 being the termini point of said easement, and containing 7392 Square Feet, more or less.

Less and Except: The 20' utility easement adjoining and along the west property line of said lot 1, and the 5' utility easement adjoining and along the east property line of said lot 1.

GRANTOR HEREBY FULLY AND UNCONDITIONALLY WAIVES, RELEASES, AND DISCHARGES THE CITY OF SOUTHAVEN FROM ANY AND ALL LIABILITIES, CLAIMS, ACTIONS, CAUSES OF ACTIONS, SUITS, OR DAMAGES, WHATSOEVER IN TORT, CONTRACT OR OTHER LAW AND WHETHER COGNIZABLE IN LAW OR IN EQUITY, ARISING OUT OF OR IN ANY WAY RELATED TO, DIRECTLY OR INDIRECTLY THE EASEMENT OR USE OF THE EASEMENT BY THE CITY OF SOUTHAVEN.

THIS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE A COVENANT RUNNING WITH THE LAND FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS AND ASSIGNS.

Minutes, City of Southaven, Southaven, Mississippi

EXECUTED AND DELIVERED THIS ____ DAY OF _____, 2014.

STATE OF _____
COUNTY OF _____

THIS DAY PERSONALLY APPEARED BEFORE ME, THIS UNDERSIGNED AUTHORITY, IN AND FOR SAID COUNTY AND STATE, ON THIS ____ DAY OF _____, 2014 THE WITHIN NAMED _____ WHO ACKNOWLEDGED THAT HE/SHE EXECUTED THE ABOVE AND FOREGOING INSTRUMENT ON THE DAY AND YEAR THEREIN MENTIONED AS THEIR FREE AND VOLUNTARY ACT AFTER FIRST BEING DULY AUTHORIZED TO DO SO.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

EXECUTED AND ACCEPTED, THIS ____ DAY OF _____, 2014.

CITY OF SOUTHAVEN, MISSISSIPPI

BY: _____
DARREN MUSSELWHITE, MAYOR

STATE OF MISSISSIPPI
COUNTY OF DESOTO

THIS DAY PERSONALLY APPEARED BEFORE ME, THIS UNDERSIGNED AUTHORITY, IN AND FOR SAID COUNTY AND STATE, ON THIS ____ DAY OF _____, 2014 THE WITHIN NAMED **DARREN MUSSELWHITE** WHO ACKNOWLEDGED THAT HE IS THE MAYOR OF SOUTHAVEN, MISSISSIPPI AND EXECUTED THE ABOVE AND FOREGOING INSTRUMENT ON THE DAY AND YEAR THEREIN MENTIONED AFTER FIRST BEING DULY AUTHORIZED TO DO SO.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

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