

Minutes, City of Southaven, Southaven, Mississippi



MEETING OF THE MAYOR AND BOARD OF ALDERMEN
SOUTHAVEN, MISSISSIPPI
CITY HALL
December 16, 2014
6:00 p.m.
AGENDA

1. Call To Order
2. Invocation
3. Pledge Of Allegiance
4. Approval Of Minutes: December 2, 2014 & Special Meeting December 9, 2014
5. Contract Renewal with Mid-South Sports Productions, Inc.
6. Lease Amendment with Wildcat Cheer
7. Lease Amendments with Green Machine
8. Memorandum of Agreement with Desoto Pointe, LLC
9. Professional Service Agreement with MedSafe
10. Appointment of Southaven Representative to Desoto County Stormwater Board
11. Sponsorship Agreement
12. Resolution to Surplus Property – ITEC Department
13. Request for Donation of the Arena for Habitat for Humanity - May 15-17, 2015
14. Change Order #1 for Hurricane Creek Pump Station Phase 2B - Time Extension
15. Planning Agenda: Item #1 Application by Johnathan and Elizabeth Andrews for a Conditional Use Permit to allow a consignment store to be located at 250 Stateline Road
16. Mayor's Report
17. Citizen's Agenda
18. Personnel Docket
19. City Attorney's Legal Update
20. Old Business
21. Claims Docket
22. 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.

Minutes, City of Southaven, Southaven, Mississippi

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Minutes, City of Southaven, Southaven, Mississippi

**MINUTES OF THE REGULAR MEETING
OF December 16, 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 16th day of December, 2014 at six o'clock (6:00) p.m. at City Hall.

Present were:

William Brooks	Alderman At Large
Kristian Kelly	Alderman, Ward 1
Shirley Beshears	Alderman, Ward 2
George Payne	Alderman, Ward 3
Joel Gallagher	Alderman, Ward 4
Scott Ferguson	Alderman, Ward 5
Raymond Flores	Alderman, Ward 6

Also present were Mayor Musselwhite, Sheila Heath, City Clerk, Andrea Mullen, Assistant City Clerk and Nick Manley, City Attorney. Approximately twenty (20) other people were present.

Mayor Musselwhite called the meeting to order. Alderman Kelly led in prayer, followed by the Pledge of Allegiance led by Alderman Ferguson. Next, a motion was made by Alderman Payne to approve the minutes of the regular meeting of December 2, 2014 with any corrections, deletions, or additions necessary. There being none the motion was seconded by Alderman Brooks. Motion was put to a vote and passed unanimously. Alderman Payne made the motion to approve the minutes of the special meeting of December 9, 2014 with any corrections, deletions, or additions necessary. There being none the motion was seconded by Alderman Brooks. Motion was put to a vote and passed unanimously.

CONTRACT RENEWAL WITH MID-SOUTH SPORTS PRODUCTIONS, INC.

Alderman Brooks made the motion to approve the Professional Services Agreement between the City of Southaven and Mid-South Sports Productions, Inc. Motion was seconded by Alderman Flores.

Roll call was as follows:

ALDERMAN	VOTED
Alderman Brooks	YES
Alderman Kelly	YES
Alderman Beshears	NO
Alderman Payne	YES
Alderman Gallagher	YES
Alderman Ferguson	NO
Alderman Flores	YES

Minutes, City of Southaven, Southaven, Mississippi

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried on the 16th day of December, 2014.

A copy of the agreement is attached to these minutes.

LEASE AMENDMENT WITH WILDCAT CHEER

Mayor Musselwhite stated that signed copies of the agreement were not received from Wildcat Cheer prior to the meeting and this item will need to be discussed at the next meeting.

LEASE AMENDMENTS WITH GREEN MACHINE

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

Mr. Manley stated that the first amendment is for the renewal of the Box Office Lease Agreement with Green Machine. Mr. Manley stated that all terms from the previous year will stay the same. Alderman Payne made the motion to approve the agreement and authorize Mayor Musselwhite to sign. Motion was seconded by Alderman Gallagher.

Roll call was as follows:

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

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried on the 16th day of December, 2014.

Mr. Manley stated that the second amendment is for the renewal of the Amphitheater Lease Agreement with Green Machine. Mr. Manley stated that all terms from the previous year will stay the same, but will also include terms which reflect the Agreement with BankPlus. Alderman Ferguson made the motion to approve the agreement and authorize Mayor Musselwhite to sign. Motion was seconded by Alderman Flores.

Roll call was as follows:

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

Minutes, City of Southaven, Southaven, Mississippi

Alderman Ferguson
Alderman Flores

YES
YES

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried on the 16th day of December, 2014.

A copy of both lease amendments is attached to these minutes.

MEMORANDUM OF AGREEMENT WITH DESOTO POINTE, LLC

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

Mr. Manley stated that this agreement gives authorization to Desoto Pointe, LLC to work on City right of ways to make improvements to drainage areas and in exchange the City will waive the permit fees. Mr. Manley also stated that the contract will provide a one (1) year warranty to Desoto Pointe, LLC that will be transferred to the City upon completion of the work. Alderman Payne made the motion to approve the MOU and authorize Mayor Musselwhite to sign. Motion was seconded by Alderman Beshears. Motion was put to vote and passed unanimously.

A copy of the MOU is attached to these minutes.

PROFESSIONAL SERVICE AGREEMENT WITH MEDSAFE

Nick Manley, City Attorney, presented this item to the Board. Mr. Manley stated that a motion is needed to terminate the contract with Stericycle, Inc. and another is needed to authorize the Mayor and/or the Fire Chief, Ron White, to enter into an agreement with Medsafe for proper disposal of medical waste.

RESOLUTION OF CITY OF SOUTHAVEN BOARD OF ALDERMAN TERMINATING PRIOR CONTRACT WITH STERICYCLE, INC

WHEREAS, the City of Southaven ("City") previously entered into a medical waste services contract with Stericycle, Inc. ("Stericycle") effective March 7, 2012; and

WHEREAS, the City minutes from the March 6, 2012 meeting, authorized the execution of the contract with Stericycle for a one (1) year term; and

WHEREAS, the contract with Stericycle included an automatic renewal clause; and

WHEREAS, the current City Mayor and Board took office on July 1, 2013 and have not ratified or approved any agreements with Stericycle; and

WHEREAS, well-settled in Mississippi that governing authorities of a municipality may not bind their successors in office to a contract which takes away the successor board's rights and powers conferred by law; and

Minutes, City of Southaven, Southaven, Mississippi

WHEREAS, the current City Board, to the extent any contracts exist, desires to terminate all contracts with Stericycle; and

NOW THEREFORE, be it resolved as follows:

1. Based on the March 6, 2012 minutes, the City only had authorization to enter into a one year contract with Stericycle; however, the contract contained automatic renewal clauses; thus, to the extent a contract exists between the City and Stericycle, the City voids such contract as it is well-settled in Mississippi that governing authorities of a municipality may not bind their successors in office to a contract which takes away the successor board's rights and powers conferred by law. *Biloxi Firefighters Assoc. v. City of Biloxi*, 810 So.2d 589 (Miss.2002).

2. The Mayor and/or City Fire Chief or their designee is authorized to take any and all action to effectuate the intent of this Resolution.

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

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

RESOLVED AND DONE, this 16th of December, 2014.

RESOLUTION OF CITY OF SOUTHAVEN BOARD OF ALDERMAN AUTHORIZING ENTERING INTO A PROFESSIONAL SERVICES AGREEMENT WITH MEDSAFE

WHEREAS, the City of Southaven of Fire Department and EMS ("City") have a need to dispose of medical waste; and

WHEREAS, the City has identified MedSafe as an entity that can provide the medical waste disposal services needed for the City; and

WHEREAS, disposal of medical waste is a professional service; thus, pursuant to Mississippi law does not require solicitation of bids or proposals; and

WHEREAS, while disposal of medical waste is considered a professional service, Mississippi Code 31-7-13 also provides an exemption for bidding of disposal of waste which does not exceed \$50,000.00; and

NOW THEREFORE, be it resolved as follows:

Minutes, City of Southaven, Southaven, Mississippi

1. The Mayor and/or City Fire Chief or their designee are authorized to enter into a contract with MedSafe.

2. The Mayor and/or City Fire Chief or their designee are authorized to take any and all other actions to effectuate the intent of this Resolution.

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

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

RESOLVED AND DONE, this 16th of December, 2014.

APPOINTMENT OF SOUTHAVEN REPRESENTATIVE TO DESOTO COUNTY STORMWATER BOARD

Whitney Choat-Cook stated that a decision has been made to appoint Dan Cordell, City Consulting Engineer, as the Southaven Representative to the Desoto County Stormwater Board, with the acknowledgement that Renee Havens will attend the meetings with Mr. Cordell. Alderman Flores made the motion to approve the recommendation to appoint Dan Cordell as the Southaven Representative for the Desoto County Stormwater Board. Motion was seconded by Alderman Gallagher. Motion was put to vote and passed unanimously.

SPONSORSHIP AGREEMENT

Mayor Musselwhite reported that it is such a privilege to announce that the City of Southaven and BankPlus have reached an agreement for a naming rights and sponsorship package for multiple venues at Snowden Grove Park. Effective January 1, 2015:

- The name of the Parks building will become the BankPlus Sports Center.
- The name of the Amphitheater will become the BankPlus Amphitheater @ Snowden Grove.
- The Dizzy Dean World Series will be presented by BankPlus and the televised 12-year old baseball championship game will be played on BankPlus Field, which is Field #13 at the C Complex.

In exchange for this 10-year advertising value, the City of Southaven will receive \$1,000,000 from BankPlus with \$325,000 payable in year one and \$75,000 payable annually in the subsequent 9 years. The City will receive an additional \$75,000 in year one to be used for the signage amendments.

Minutes, City of Southaven, Southaven, Mississippi

Mayor Musselwhite stated that approval is needed to enter into an agreement with Bank Plus. Based on the authority pursuant to the Senate Bill 2924, Local and Private Legislation (Regular Session 2013), a motion was made by Alderman Flores to approve the licensing and naming agreement between the City of Southaven and Bank Plus and authorize Mayor Musselwhite to sign. 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
Alderman Gallagher	YES
Alderman Ferguson	YES
Alderman Flores	YES

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried on the 16th day of December, 2014.

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

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

Minutes, City of Southaven, Southaven, Mississippi

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 Flores and seconded by Alderman Ferguson. 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	YES
Alderman Scott Ferguson	YES
Alderman Raymond Flores	YES

RESOLVED AND DONE this 16th day of December, 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

REQUEST FOR DONATION OF THE ARENA FOR HABITAT FOR HUMANITY – MAY 15-17, 2015

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI FOR DONATION TO THE HABITAT FOR HUMANITY

WHEREAS, the City of Southaven ("City") pursuant to the City of Southaven ("City") pursuant to Mississippi Code Sections 17-3-3, 21-17-

Minutes, City of Southaven, Southaven, Mississippi

1(3)(b)(ii) and 21-19-65 desires to donate the Southaven Arena ("Arena") to Habitat for Humanity ("Habitat"), and

WHEREAS, the City has control of the Arena and has the authority under the City's Rental Policy to grant a variance to the City's Rental Policy and donate use of the Arena to Habitat based on Habitat's impact across Desoto County and that by providing the donation, Habitat will be able to assist worthy causes in Desoto County; and

WHEREAS, the City desires to donate the use of the Arena during May 15-17, 2015 to Habitat so that Habitat may host a fundraiser to further Habitat's social and community programs; and

WHEREAS, Habitat is a 501(c)(3); and

WHEREAS, the City finds that Habitat's mission and purpose is consistent with the mandates of Mississippi Code Section 21-19-65 and allows Habitat to receive matching funds, via an in-kind donation, from the City, and

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

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

SECTION 1. Pursuant to Mississippi Code 21-19-65, the Governing Body of the City hereby donates the Arena during May 15-17, 2015 to Habitat to assist it with its mission by hosting the fundraiser.

SECTION 2. Pursuant to Mississippi Code 21-17-1(3)(b)(ii), the Governing Body of the City hereby donates the Arena to Habitat.

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

SECTION 4. On behalf of the City, the Mayor or his designee is directed to allow for a variance under the City's Facility Use Policy and authorized to take all required actions for the same.

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

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

Minutes, City of Southaven, Southaven, Mississippi

Alderman Raymond Flores

voted: YES

RESOLVED AND DONE, this 16th day of December, 2014.

A copy of the Park Facility Rental Application and Policy for use of City owned facilities is attached to these minutes.

CHANGE ORDER #1 FOR HURRICANE CREEK PUMP STATION PHASE 2B – TIME EXTENSION

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI AUTHORIZING THE MAYOR TO SIGN CHANGE ORDER NO. 1 FOR THE HURRICANE CREEK PHASE 2B SEWER PROJECT

WHEREAS, the City of Southaven ("City"), pursuant to Mississippi Code Section 31-7-13, previously solicited bids for the Hurricane Creek Phase 2B Sewer Project ("Project") whereby Argo Construction Corporation ("Argo") was the lowest and best bid; and

WHEREAS, it has been recommended by the City Engineers and Project consulting engineers to allow for an increased amount of time for Argo due to rain and flood delays as set forth in Exhibit A; and

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

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

1. Pursuant to Mississippi Code 31-7-13(g), the Change Order No. 1 for the Project is not a new undertaking or outside the original scope of the contract and is commercially reasonable and not being done to circumvent the public purchasing statutes, the City Board approves the Change Order by granting additional time in the amount of 46 days with the contract end date extended until January 14, 2015.
2. The Mayor is authorized to take all actions to effectuate the intent of this Resolution.

Minutes, City of Southaven, Southaven, Mississippi

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

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

ORDERED AND DONE, this 16th day of December, 2014.

PLANNING AGENDA

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

ITEM #1 Application by Jonathan and Elizabeth Andrews for a Permit to allow a consignment store to be located at 250 Stateline Road

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI GRANTING CONDITIONAL USE PERMIT GRANTED TO JONATHAN AND ELIZABETH ANDREWS FOR CONSIGNMENT STORE AT 250 STATELINE ROAD, SOUTHAVEN, MISSISSIPPI

WHEREAS, the City of Southaven's ("City") Planning Commission previously held a hearing on November 24, 2014 for the conditional use permit ("permit") application of Jonathan and Elizabeth Andrews for a conditional use permit; and

WHEREAS, "Conditional Use" is defined in the City Code of Ordinances at Title XIII, Chapter 1, Section 13-1(b) as "a use that would not be appropriate generally or without restrictions throughout the zoning district but which, if controlled as to number, area, location or relation to the neighborhood, would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare;" 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, pursuant to Mississippi Code Ann. Sections 21-17-5, the City has the authority to adopt ordinances with respect to City property including

Minutes, City of Southaven, Southaven, Mississippi

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; and

WHEREAS, based on findings of the City Planning Commission at the hearing and City Code of Ordinances Title XIII, Chapter 12, Section M as it relates to distance requirements and findings as further set forth in Exhibit A to this Resolution, the City's Planning Commission recommends, subject to the City Board's revocation, a one (1) year conditional use permit with a four (4) year extension to be renewed annually at the discretion of the City Board of Aldermen, pursuant to its discretion as set forth in the City Code of Ordinances at Title XIII, Chapter 9, Section 13-9(a); and

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

1. Subject to the Board's revocation for violation of the conditional use permit or ordinances, the City Board hereby grants Jonathan and Elizabeth Andrews a conditional use permit for one (1) year with a four (4) year extension to be renewed annually at the discretion of the City Board of Aldermen.
2. The Mayor and City Planning Director or their designee are authorized to take any and all action to effectuate the intent of this Resolution.

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

Alderman Scott Ferguson YES

Alderman Raymond Flores YES

RESOLVED AND DONE this 16th day of December, 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 16th day of December, 2014.

CITY OF SOUTHAVEN, MISSISSIPPI

Minutes, City of Southaven, Southaven, Mississippi

MAYOR'S REPORT

Mayor Musselwhite reported that he attended the Desoto County Board of Supervisors meeting to request additional assistance with the Swinnea Road project. Mayor Musselwhite stated that the County initially took the lead on the project and when it transferred to the City, the County made it clear that any additional expenses would be the responsibility of the City. Mayor Musselwhite stated that the initial cost of the project was \$2.4 million, but when bids were received realized that the project will cost \$2.9 million with an alternate of \$250,000 to add a bike trail. Mayor Musselwhite stated that with the 38% increase on the project, he asked for additional assistance from the County. The Board of Supervisors decided to table the item until their next meeting in January to determine if they could offer any additional assistance to the City.

CITIZEN'S AGENDA

No Citizen's Agenda

PERSONNEL DOCKET

Personnel

Docket

December 16,
2014

<u>Payroll Additions</u>	<u>Position</u>	<u>Department</u>	<u>Start Date</u>	<u>Rate of Pay</u>
Jacob Cavallo	Firefighter II	Fire - 290	December 17, 2014	\$14.82
William Townsend	Firefighter II	Fire - 290	December 17, 2014	\$14.82

<u>Payroll Adjustments</u>	<u>Previous Classification</u>	<u>New Classification</u>	<u>Effective Date</u>	<u>Proposed Rate of Pay</u>
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<u>Employee Name</u>	<u>Department</u>	<u>Action Taken</u>	<u>Effective Date</u>	<u>With/Without Pay</u>
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<u>Payroll Deletions</u>	<u>Position</u>	<u>Department</u>	<u>Termination Date</u>	<u>Rate of Pay</u>
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Alderman Brooks made the motion to approve the Personnel Docket of December 16, 2014 as presented to this Board. Motion was seconded by Alderman Beshears. The motion was put to vote and passed unanimously.

Minutes, City of Southaven, Southaven, Mississippi

CITY ATTORNEY'S LEGAL UPDATE

No Legal Update

OLD BUSINESS

No Old Business

CLAIMS DOCKET

A motion was made by Alderman Payne to approve the Claims Docket of December 16, 2014, including demand checks and payroll in the amount of \$1,598,048.66. Motion was seconded by Alderman Flores.

Excluding voucher numbers:

231642, 231652, 231724, 231732, 231763, 231779, 231827, 231931, 232013, 232065, 232092, 232157, 232169, 232194.

Roll call was as follows:

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

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried and approved for payment on the 16th day of December, 2014.

EXECUTIVE SESSION

No Executive Session

There being no further business to come before the Board of Aldermen, a Motion was made by Alderman Payne to adjourn. Motion was seconded by Alderman Flores. Motion was put to a vote and passed unanimously, December 16, 2014 at 6:35 p.m.

Darren Musselwhite,
Mayor

Sheila Heath, City Clerk

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Minutes, City of Southaven, Southaven, Mississippi

PROFESSIONAL SERVICE AGREEMENT BETWEEN CITY OF SOUTHAVEN AND MIDSOUTH SPORTS PRODUCTIONS, INC.

This Professional Service Agreement is made effective as of the 1st day of January, 2015 (the ("Effective Date")) by and between the City of Southaven (the City), and MidSouth Sports Productions, Inc., d.b.a. JBJ Sports Productions and Mississippi USSSA Baseball (MidSouth Sports); MidSouth Sports is a Mississippi limited liability corporation.

WHEREAS, the City has the authority pursuant to Mississippi Code Annotated Section 17-1-3 to create public parks and to expend municipal funds for such purpose; and

WHEREAS, pursuant to Mississippi Code Annotated Section 21-17-5, the City, under its home rule authority, has the power to operate its own athletic programs and its corresponding authority to spend municipal funds in pursuit of its recreational/athletic programs; and

WHEREAS, the City and MidSouth Sports desire to continue their relationship for the oversight and management of sporting events at Snowden Grove Park; and

Now in consideration of the promises below, the parties hereby agree as follows:

1. The City hereby employs MidSouth Sports to oversee and manage the operation of sporting events at Snowden Grove Park. MidSouth Sports shall not be responsible for concessions, gift shop, maintenance, or sponsorships. The City hereby authorizes MidSouth Sports to enter into agreements for securing sporting events for the City, after securing prior approval from the City's Director of the Department of Parks and Recreation. This Agreement shall commence on the effective date set out above and shall expire on December 31, 2017. Either party may terminate this agreement, with or without cause, at any time upon thirty (30) days written notice.

2. The City agrees that at all times during the term of this agreement, it shall procure and maintain liability insurance, insuring against injury to persons or damages to property arising out of or related to the operation of events at Snowden Grove Park.

3. The City agrees that records, computer programs, computer-stored information, computer disks and other media, files, manuals, letters, notes, reports, customer lists, documents, equipment, websites and the like created during the employment shall remain the property of MidSouth Sports, except information that would be classified as public records pursuant to Mississippi law.

4. As compensation, the City shall pay MidSouth Sports an annual compensation of One Hundred Twenty Five Thousand Dollars and No/100 U.S. Dollars (\$125,00.00) annually.

5. 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 parties, the disputing party shall provide written notice to the other

Minutes, City of Southaven, Southaven, Mississippi

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.

6. MidSouth Sports 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, MidSouth Sports further acknowledges it is solely responsible for certain obligations, including but not limited to any and all taxes, withholding and workers compensation.

7. 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.

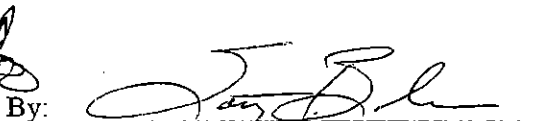
IN WITNESS WHEREOF, the parties hereby, after being authorized and on behalf of the City and MidSouth Sports have duly executed and delivered this agreement at Southaven, Mississippi effective as the date written above.

CITY OF SOUTHAVEN, MS

MIDSOUTH SPORTS PRODUCTIONS, INC.

By: 

Darren Musselwhite, Mayor

By: 

Scotty Baker, President

Minutes, City of Southaven, Southaven, Mississippi

SECOND AMENDMENT TO LEASE AGREEMENT BETWEEN GREEN MACHINE ENTERPRISES, INC. AND CITY OF SOUTHAVEN FOR THE TICKET BOX OFFICE AT 6275 SNOWDEN LANE

This Lease Amendment is made and entered into this 10 day of December, 2014, by and between The City of Southaven, "Lessor" and Green Machine Enterprises, Inc. "Lessee."

WITNESSETH:

WHEREAS, Lessor and Lessee entered into Lease for the Snowden Grove Amphitheater Ticket Box Office located at 6275 Snowden Lane in Southaven, Mississippi, dated March 5, 2012; and

WHEREAS, the Lease Agreement may be renewed up to four (4) years; and

WHEREAS, the Lease Agreement was extended and amended on December 17, 2013; and

WHEREAS, pursuant to the Lease, the Lessor and Lessee desire to renew the lease for additional one (1) year pursuant to the Lease.

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

1. Pursuant to Section 9 of the Lease, the Lease Agreement shall be renewed effective January 1, 2015 through December 31, 2015.
2. Except as modified herein as provided above, the Agreement and First Amendment shall remain in full force and effect, and Green Machine and Southaven hereby ratify and affirm the same.

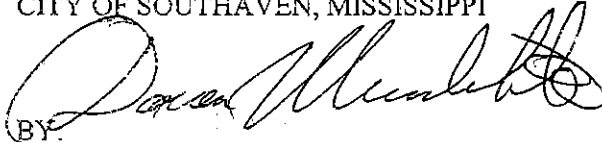
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Minutes, City of Southaven, Southaven, Mississippi

WITNESS OUR SIGNATURES, on this, the 12 day of December, 2014.

LESSOR:

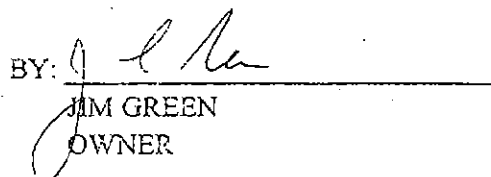
CITY OF SOUTHAVEN, MISSISSIPPI

BY: 

DAREN MUSSELWHITE
MAYOR

LESSEE:

GREEN MACHINE ENTERPRISES, INC.

BY: 

JIM GREEN
OWNER

Minutes, City of Southaven, Southaven, Mississippi

SECOND AMENDMENT TO ENTERTAINMENT AGREEMENT BETWEEN GREEN MACHINE ENTERPRISES, INC. AND CITY OF SOUTHAVEN

This Lease Amendment is made and entered into this 8 day of December, 2014, by and between The City of Southaven, "Southaven" and Green Machine Enterprises, Inc. ("Green Machine").

WITNESSETH:

WHEREAS, Southaven and Green Machine entered into an Entertainment Agreement ("Agreement") dated April 26, 2012; and

WHEREAS, the Agreement may be renewed for a period of one (1) year for up to four (4) years; and

WHEREAS, the Agreement was amended and renewed on December 17, 2013 for an additional one year; and

WHEREAS, pursuant to the Agreement, the parties have an annual review period from December 1 through December 31 of each contractual year for the parties to make modifications to the Agreement; and

WHEREAS, Southaven and Green Machine desire to renew the lease for an additional one year period; and

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

1. Pursuant to Section Five (5) of the Agreement, Southaven and Green Machine desire to extend this Agreement for a period of one (1) year commencing on January 1, 2015 and ending on December 31, 2015.
2. Pursuant to Section Six (6) of the Agreement, Southaven and Green Machine have conducted the review period and agree to the following modifications:
 - a. The opening paragraph of the Agreement shall be amended to denote that all references to Green Machine Enterprises, Inc. in the Agreement are to include "Green Machine" and "Promoter" or "promoter."
 - b. Section 4(B). Rental Charges shall be amended to state: Southaven hereby agrees that Green Machine shall pay a flat rental fee of Seventy Five Thousand Dollars & 00/100 (\$75,000.00) in twelve (12) monthly installments of Six Thousand Two Hundred Fifty Dollars & 00/100 (\$6,250.00) to Southaven for use of the BankPlus Amphitheater (Consistent with the Original Agreement of April 26, 2012, Amphitheater shall include Snowden House and Springfest area). Each monthly installment shall be due

Minutes, City of Southaven, Southaven, Mississippi

to Southaven by the tenth (10th) day of each month. Green Machine shall also pay Southaven in the amount of One Dollar & 00/100 (\$1.00) per ticket sold for each concert held at the BankPlus Amphitheater or BankPlus Amphitheater Plaza. However, Green Machine shall not compensate Southaven in the amount of \$1.00 per ticket for any free concerts or free events at the BankPlus Amphitheater or BankPlus Amphitheater Plaza. All payments to Southaven from Green Machine resulting from the portion of ticket sales shall be paid to Southaven after an audit of ticket sales by Ticketmaster but in no event shall payment be made more than thirty (30) days after the concert or event at the BankPlus Amphitheater or BankPlus Amphitheater Plaza. Upon Southaven's request, Green Machine shall allow a representative from Southaven to inspect the Ticketmaster audit of each event held at the BankPlus Amphitheater or BankPlus Amphitheater Plaza.

- c. Section 8(B). Cancellation of Events shall be amended to state: City shall have the right to cancel an event for severe weather conditions (sufficient to prompt warnings by the National Weather Service) or for public safety reasons. In the event, Southaven cancels an event consistent with this Section 8(B), Southaven shall not be held liable to Green Machine or performers scheduled to appear at the BankPlus Amphitheater or BankPlus Amphitheater Plaza.
 - d. Section 8(L). Fire Prevention – No Aisle Obstructions shall be amended by adding the following language: Green Machine will assist Southaven in formulating a Capacity Monitoring Program for the BankPlus Amphitheater. The remaining language in 8(L) shall stay the same.
3. Green Machine shall cooperate in good faith with the City for all obligations of the City due to the City's obligations pursuant to the Naming Rights Agreement with Bankplus. Green Machine and all of its promotional materials, vendor promotional materials, souvenir cups, tickets, contracts, other goods or items sold and any and all advertisement shall refer to the Amphitheater as the "BankPlus Amphitheater" or "BankPlus Amphitheater at Snowden Grove."
 4. Green Machine shall cooperate in good faith with the City and BankPlus regarding the use of the website and web-traffic. In addition, Green Machine shall provide a link from its website <http://www.snowdengroveamphitheater.com> to <http://www.bankplusamphitheater.com>.
 5. Pursuant to the Naming Rights Agreement between the City and BankPlus, Green Machine shall reserve twelve (12) box seats for any and all events held at the BankPlus Amphitheater for the right to purchase by BankPlus at face value.
 6. Except as modified herein and provided above, the Original Agreement dated April 26, 2012 and Amendment to the Agreement dated December 17, 2014 shall remain in full force and effect, and Green Machine and Southaven hereby ratify and affirm the same.

Minutes, City of Southaven, Southaven, Mississippi

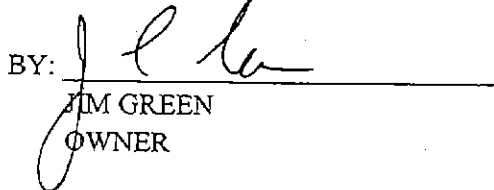
WITNESS OUR SIGNATURES, on this, the 8 day of December, 2014.

CITY OF SOUTHAVEN, MISSISSIPPI

BY: 

DAREN MUSSELWHITE
MAYOR

GREEN MACHINE ENTERPRISES, INC.

BY: 

JIM GREEN
OWNER

Minutes, City of Southaven, Southaven, Mississippi

MEMORANDUM OF AGREEMENT

This agreement is made and entered into by and between the City of Southaven, Mississippi (the "City") and DeSoto Pointe Development, LLC, a Mississippi limited liability company (the "Company") together with its successors and assigns.

WHEREAS, the Company plans to perform certain drainage and detention work on, about, and adjacent to property owned by the Company in the City of Southaven, including certain improvements to Plum Point Creek, and including removal of that certain bridge commonly referred to as the Plum Point Bridge, as more particularly described on those certain plans and specifications prepared by ETI, Inc., dated April 18, 2008 and revised on June 23, 2009 and November 19, 2014 and as approved by the Land Disturbance Permit (the "Project"); and

WHEREAS, the Project includes certain work on or about the Plum Point Creek, including but not limited to removal of the Plum Point Bridge, both of which are on property owned by or dedicated to the City; and

WHEREAS, the Project, once completed, will benefit the City and its residents; and

WHEREAS, after completion of the Project, the City intends to maintain and control the portions of the Project which are owned by the City;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, the parties agree as follows:

1. The Company agrees to (a) at the Company's cost and expense, complete the Project in a timely and workmanlike manner, (b) complete the Project in accordance with the Plans and Specifications and the terms of any Storm Water, Development, and Land Disturbance Permit issued by the City, and (c) perform all work constituting the Project in accordance with applicable laws and regulations.

2. Following completion of the Project and a one (1) year warranty period provided by contractor to be retained by the Company (and assigned to the City) for the work performed by Company, the City agrees to

Minutes, City of Southaven, Southaven, Mississippi

(a) take responsibility for, maintain and keep in good condition and repair the portions of the Project on property owned by the City, and (b) release the Company from all such repair and maintenance obligations on the property owned by the City. Company shall continue to be responsible for repair and maintenance on property owned by Company.

3. In consideration of the work by the County, the City agrees to waive all fees or charges otherwise payable to the City in connection with the Project.

4. Upon request from the City, the Company will provide proof of proper liability insurance obtained by the Company's contractor(s) during the course of the Project.

5. This Memorandum of Agreement represents the understanding of the parties regarding the completion regarding the purchase of the Premises and the construction of the improvements by the Company pursuant to the terms set forth above.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the last date set forth below.

DESOTO POINTE DEVELOPMENT,
LLC

By: Sammy Adair
Name: Sammy Adair
Title: Manager
Date: 12-9-14

CITY OF SOUTHAVEN, MISSISSIPPI

By: Darren Mussetwhite
Name: Darren Mussetwhite
Title: Mayer
Date: 12-22-14

Minutes, City of Southaven, Southaven, Mississippi

RESOLUTION OF CITY OF SOUTHAVEN BOARD OF ALDERMAN TERMINATING PRIOR CONTRACT WITH STERICYCLE, INC

WHEREAS, the City of Southaven ("City") previously entered into a medical waste services contract with Stericycle, Inc. ("Stericycle") effective March 7, 2012; and

WHEREAS, the City minutes from the March 6, 2012 meeting, authorized the execution of the contract with Stericycle for a one (1) year term; and

WHEREAS, the contract with Stericycle included an automatic renewal clause; and

WHEREAS, the current City Mayor and Board took office on July 1, 2013 and have not ratified or approved any agreements with Stericycle; and

WHEREAS, well-settled in Mississippi that governing authorities of a municipality may not bind their successors in office to a contract which takes away the successor board's rights and powers conferred by law; and

WHEREAS, the current City Board, to the extent any contracts exist, desires to terminate all contracts with Stericycle; and

NOW THEREFORE, be it resolved as follows:

1. Based on the March 6, 2012 minutes, the City only had authorization to enter into a one year contract with Stericycle; however, the contract contained automatic renewal clauses; thus, to the extent a contract exists between the City and Stericycle, the City voids such contract as it is well-settled in Mississippi that governing authorities of a municipality may not bind their successors in office to a contract which takes away the successor board's rights and powers conferred by law. *Biloxi Firefighters Assoc. v. City of Biloxi*, 810 So.2d 589 (Miss.2002).

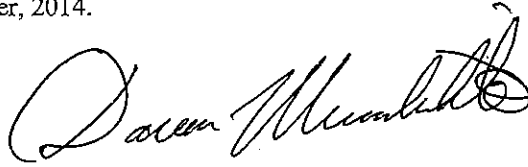
2. The Mayor and/or City Fire Chief or their designee is authorized to take any and all action to effectuate the intent of this Resolution.

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

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

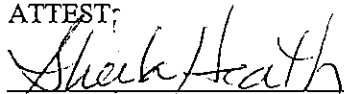
Minutes, City of Southaven, Southaven, Mississippi

RESOLVED AND DONE, this 16th of December, 2014.



Darren Musselwhite, MAYOR

ATTEST:



CITY CLERK'S OFFICE



Minutes, City of Southaven, Southaven, Mississippi

RESOLUTION OF CITY OF SOUTHAVEN BOARD OF ALDERMAN AUTHORIZING ENTERING INTO A PROFESSIONAL SERVICES AGREEMENT WITH MEDSAFE

WHEREAS, the City of Southaven of Fire Department and EMS ("City") have a need to dispose of medical waste; and

WHEREAS, the City has identified MedSafe as an entity that can provide the medical waste disposal services needed for the City; and

WHEREAS, disposal of medical waste is a professional service; thus, pursuant to Mississippi law does not require solicitation of bids or proposals; and

WHEREAS, while disposal of medical waste is considered a professional service, Mississippi Code 31-7-13 also provides an exemption for bidding of disposal of waste which does not exceed \$50,000.00; and

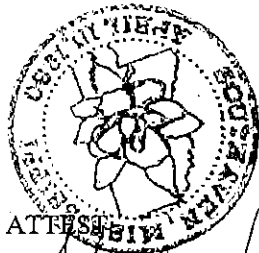
NOW THEREFORE, be it resolved as follows:

1. The Mayor and/or City Fire Chief or their designee are authorized to enter into a contract with MedSafe.
2. The Mayor and/or City Fire Chief or their designee are authorized to take any and all other actions to effectuate the intent of this Resolution.

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

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

RESOLVED AND DONE, this 16th of December, 2014.



ATTEST
Shelia Heath
CITY CLERK'S OFFICE

Darren Musselwhite
Darren Musselwhite, MAYOR

Minutes, City of Southaven, Southaven, Mississippi

Date: 12/2/2014

REGULATED MEDICAL WASTE SERVICE AGREEMENT



SERVICE ADDRESS Southaven Fire Department 8710 Northwest Drive Southaven, MS 38671 P: (662) 393-7466 F: (662) 280-6521 jduke@southaven.org		Account Number:	
BILLING ADDRESS Same As Above		Service Plan: ☐ Prepaid ☐ Auto Pay ☒ Net 30 ☐ Other Service frequency: Quarterly Scheduled Rate Billed: \$110.00/per location Term of Agreement: n/a Discount Applied for Extended Term: Effective Date: Promotional:	
SERVICE ADDRESS INSTRUCTIONS Office Contact: James Duke Parking Area: Entrance Point: Code Needed:		Account Information: Tax Exempt ☐ NO ☐ YES Tax ID #: Purchase Order #:- EPA Generator ID #:	
Pick Up Instructions: Will Call ☐ Weekly ☐ Monthly ☐ Daily ☐ Other ☒ See Below Monday ☐ Tuesday ☐ Wednesday ☐ Thursday ☐ Friday ☐ Available Hours:		First Scheduled Pick Date: TBD	
CONTAINER INFORMATION			
Customer Container Information/Location.	# of Containers	Max Weight	Liners (circle one)
1940 Stateline Rd. Southaven, MS 38671	2	50/e	Y
7980 Swinnea Rd. Southaven, MS 38671	2	50/e	
6050 Elmore Rd. Southaven, MS 38671	2	50/e	
6450 Getwell Rd. Southaven, MS 38671	2	50/e	
Grand Total	8	400lbs	
SHARPS CARRIER INFORMATION			
Carrier	Special Waste	Returnable Only	
Qty Type	Qty Type Weight Sealed	Type Model	

All materials set out for pick and processing by MedSafe must be placed in appropriate containers provided by MedSafe or previously approved containers that have been labeled as acceptable by the MedSafe Representative. Materials found not to be in good order will be subject to an additional service charge not exceeding \$100.00 per container.

Additional Container Charge: \$ 50.00

Fee applied to: RMW Containers Sharps Bags

Note: Liability limitation for loss or damage may be applicable. See 49 USC § 14706(c)(1)(A) and (B).

By signing this agreement I acknowledge that I am the Customer's authorized officer or agent and that I have the authority to bind Customer to this Agreement. Customer agrees to be bound by the terms and conditions that appear on the second page hereof and comply with MedSafe's "Waste Acceptance Policy", both of which are integral parts of this Agreement.

Customer Signature

Please Print

Title

Date

[Signature]
 Darren Mussetwhite
 Mayor
 12-22-14

MedSafe : Waste -204 Louise Avenue, Hendersonville TN 37075 - 615.829.8985 p - 615.829.8987 f

Error! Unknown document property name.

Andrew Albert

[Signature]

12/11/2014

Minutes, City of Southaven, Southaven, Mississippi

MedSafe Terms and Conditions			
Customer	Date:	Account Number:	Initial Acknowledgement:

- 1. Regulated Medical Waste Services** (a) Upon the terms and conditions contained herein, MedSafe, Inc. shall collect, transport, treat and dispose of all Regulated Medical Waste (except Non-conforming Waste) generated by Customer during the term of this Agreement. MedSafe employees may refuse containers that are determined to be Non-conforming Waste. (b) Responsibility for transportation of Regulated Medical Waste collected from Customer shall transfer and vest in MedSafe at the time it is loaded into MedSafe's vehicle. Customer shall have title to Regulated Medical Waste at all prior times. Customer shall hold title to any Non-Conforming Waste at all times, whether refused for collection or returned to the customer for proper disposal after collection. (c) All Regulated Medical Waste must be accompanied by a properly completed shipping document pursuant to 49 CFR 172.202 (Manifest). (d) For purposes of this agreement, "Regulated Medical Waste" means: (i) waste or reusable material derived from medical treatment of an animal or human, which includes diagnosis and immunization, or from biomedical research, which includes production and testing of biological products. Regulated medical waste is assigned to UN 3291, except for regulated medical waste containing Category A Infectious substances, which must be classified as Division 6.2 material described as an infectious substance and assigned to UN 2814 or UN2900 as appropriate; No Category A materials may be discarded in the regulated medical waste containers; (49 CFR 173.134); (ii) As defined in 29 CFR 1910.1030 and all other applicable laws, rules, regulations and guidelines; and (iii) trace chemotherapy discarded items which may have been contaminated provided that such items, including vials and syringes, shall be "empty" as defined in applicable laws, regulations and guidelines. (e) For the purposes of this agreement, "Non-Conforming Waste" means: (i) any waste or other material not falling within the definition of Regulated Medical Waste, and includes complete human remains; (ii) radioactive wastes; (iii) any listed or characteristic hazardous wastes, chemotherapeutic hazardous waste and substances as defined in any applicable laws, regulations and guidelines; (iv) pharmaceutical waste (except as allowed under MedSafe's waste acceptance policy); (v) any device, solution or waste containing mercury including dental wastes (amalgam and products, chair side traps, amalgam sludge or vacuum pumps); (vi) improperly segregated, labeled or packaged waste, including sharps not in designated sharp containers; (vii) containers that are leaking, damaged or likely to create risk of exposure to employees or the general public; and (viii) any other material which MedSafe may not collect, transport, treat or dispose in accordance with applicable laws, regulations or guidelines. Customer shall be liable for all injuries, losses and damages that solely result from any Non-conforming Waste, due to packaging or contents, being collected, by MedSafe. For further clarification see MedSafe's current Waste Acceptance Policy, which is attached hereto and incorporated herein by reference. A copy of MedSafe's Waste Acceptance Policy may be obtained from your local MedSafe representative.
- 2. Term and Pricing** Subject to the provisions below, the term ("Term") of this Agreement shall be one year from the Effective Date. (a) This Agreement shall automatically renew for successive terms equal to the original Term (each an "Extension Term") unless either party has notified the other party in writing during the month prior to any such renewal date of its desire to terminate this Agreement. All Extension Terms shall be subject to the terms and conditions hereunder. (b) The price stated in this contract is a firm price not subject to change without proper involvement and discretion of the signee. MedSafe may not change the price of any of its goods or services not covered by this Agreement at any time without notice to Customer. (c) MedSafe shall have the right to terminate this Agreement at any time by giving Customer at least sixty (60) days with cause in the event that it is unable to continue performing its obligations under this Agreement due to the suspension, revocation, cancellation or termination of any permit required to perform this Agreement or in the event that a change in any law or regulation makes it impractical or uneconomical. In MedSafe's sole discretion, to continue performing this Agreement. (d) The Customer has the right to cancel the agreement for convenience with thirty (30) days-notice.
- 3. Billing** MedSafe shall provide Customer with weekly, monthly, quarterly or invoices that are due upon receipt. Customer agrees to pay a late charge on any amounts owed to MedSafe that are more than 30 days old, at a rate equal to the lesser of 1 1/2% per month or the maximum rate permitted by law. Customer shall bear any costs that MedSafe may incur in collecting overdue amounts from Customer, including, but not limited to, reasonable attorneys' fees and court costs. Should any amounts due pursuant to this Agreement remain unpaid for more than 30 days from the date of the debt's first invoice, MedSafe shall have the option, without notice to Customer, to suspend service under this Agreement until the overdue amounts (plus late charges and collection fees) are paid. MedSafe may remove all containers belonging to it from Customer's premises and may charge Customer a termination fee. Any non-compliant containers will be billed an additional container charge at the current container rate. Non-compliant containers include containers that are overweight under applicable laws or regulations or in excess of 60 pounds or containers holding Non-Conforming Waste, (including hazardous or radioactive waste or improperly packaged or labeled medical waste.)
- 4. Surcharge** MedSafe may also impose a surcharge in the event that MedSafe attempts to pick up waste at a Customer location (on either a scheduled pick-up or in response to a Customer request) and, through no fault of MedSafe, either (a) there is no Regulated Medical Waste for MedSafe to pick up, (b) waste is not ready for pick-up or (c) the Customer location is closed. Excess waste volumes significantly greater than average volume for similar generators shall be subject to a surcharge at the current surcharge container rate (\$100.00) at MedSafe's discretion. MedSafe will impose this surcharge to deter abuses, including but not limited to, solid waste disposed in the medical waste stream or Customer consolidation of the waste of several generators under one site.
- 5. Liability for Equipment** Customer shall have the care, custody and control of containers and other equipment owned by MedSafe and placed at Customer's premises and accepts responsibility and liability for the equipment and its contents except when it is being physically handled by employees of MedSafe.
- 6. Indemnification** (a) MedSafe shall indemnify and hold Customer harmless from any liabilities arising from the gross negligence or willful misconduct of MedSafe in the performance of its obligations under this Agreement. (b) MedSafe will indemnify and hold harmless any Customer who subscribes to a Preferred Program from any fine or portion thereof resulting from an OSHA citation explicitly describing a blood-borne pathogen or medical waste management practice specifically addressed only by the Preferred Program training and materials. Provided, however, that MedSafe's obligation to indemnify Customer under this sub-Paragraph (b) is contingent upon (1) Customer having followed or following each recommendation and instruction included in the Preferred Program (whether expressed verbally by employees or agents of MedSafe or as set forth in any written or electronic materials) and (2) Customer notifying MedSafe as soon as possible after it learns that it will be the subject of an OSHA inspection, and shall allow employees or agents of MedSafe to attend the inspection and to defend the Customer's blood-borne pathogen and medical waste management practices during the inspection. Customer's failure to perform any of its obligations under this sub-Paragraph (b) to MedSafe's satisfaction shall absolve MedSafe of its indemnification responsibilities under this sub-Paragraph (b). This sub-Paragraph (b) applies only to the Preferred Level Program.
- 7. Compliance Materials** To the extent that MedSafe provides Customer with any electronic or printed materials (the "Compliance Materials") it provides these materials subject to a limited license to Customer to use the Compliance Materials for Customer's own, non-commercial use. MedSafe may revoke this license at its discretion at any time. Customer may not copy or distribute the Compliance Materials in any manner, nor use or republish the Compliance Materials for or to any third party or audience, including but not limited to business/trade groups or associations, chambers or commerce, professional, fraternal or educational associations or reciprocating or cooperating service providers. Customer acknowledges the prejudice that is caused to MedSafe by its violation of the foregoing terms as well as the difficulty in calculating economic damage to MedSafe as a result thereof and therefore agrees to pay to MedSafe the sum of \$1000.00 for each such violation of those terms. Customer agrees to return all Compliance Materials to MedSafe at Customer's expense at the expiration or termination of this Agreement. MedSafe may charge Customer a fee for failure to return Compliance Materials at the expiration of the Term or a restocking fee for return of materials prior to the expiration of the Term.
- 8. Compliance with Laws** MedSafe hereby agrees to carry General Liability, Automobile Liability, and Workmen's Compensation Insurance as required by applicable state law, and to otherwise comply with all federal and state laws, rules and regulations applicable to its performance hereunder. As of the date of this Agreement, MedSafe has all necessary permits, licenses, zoning and other federal, state or local authorizations required to perform the services under this Agreement and will furnish copies of these to Customer upon request. Customer hereby agrees to comply with all federal and state laws, rules and regulations applicable to its handling of Regulated Medical Waste and its performance under this Agreement, including, without limitation, all applicable record keeping, documentation and manifesting requirements. MedSafe and Customer shall keep and retain adequate books and records and other documentation including personnel records, correspondence, instructions, plans, receipts, vouchers, copies of manifests and tracking records consistent with and for the periods required by applicable regulations and guidelines pertaining to storage or handling of Regulated Medical Waste and the services to be performed under this Agreement.
- 9. Exclusivity** Customer agrees to use no other Regulated Medical Waste disposal service or method during the Term of this Agreement and any Extension Terms.
- 10. Excuse of Performance** MedSafe shall not be responsible if its performance of this Agreement is interrupted or delayed by contingencies beyond its control, including, without limitation, acts of God, war, blockades, riots, explosion, strikes, lockouts or other labor or industrial disturbances, fires, accidents to equipment, injunctions or compliance with laws, regulations, guidelines or orders of any governmental body or instrumentality thereof (whether now existing or hereafter created).
- 11. Independent Contractor** MedSafe's relationship with Customer pursuant hereto is that of an independent contractor, and nothing in this Agreement shall be construed to designate MedSafe as an employee, agent or partner of or a joint venture with Customer.
- 12. Amendment and Waiver** Changes in the types, size and amount of equipment or the frequency of service may be mutually agreed to orally or in writing by the parties, without affecting the validity of this Agreement. Consent to oral changes shall be evidenced by the practices and actions of the parties. All other amendments to this Agreement (other than as provided in 2(b)) shall be effected only by a written instrument executed by the parties. No waiver shall be effective unless submitted in writing by the party granting such waiver. No waiver of any provision of this Agreement shall be deemed a waiver of any other provision of this Agreement and no waiver of any breach or duty under this Agreement shall be deemed a waiver of any other breach or later instances of the same duty.
- 13. Savings Clause** In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement; this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, unless such finding shall impair the rights or increase the obligations of MedSafe hereunder, in which event, at MedSafe's option, this Agreement may be terminated.
- 14. Entire Agreement** This Agreement (including any attachments, exhibits and amendments made in accordance with Paragraph 12) constitutes the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors, assigns legal representatives and heirs of the parties hereto provided, however, that Customer may not assign its rights or delegate its obligations under this Agreement without the prior written consent of MedSafe, which consent of MedSafe may not unreasonably withhold.
- 15. Governing Law** This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi without regard to the conflicts of laws or rules of any jurisdiction.
- 16. Notices** All required notices, or those which the parties may desire to give under this Agreement shall be in writing and sent to the parties' addresses set forth above.
- 17. Originals** A copy or facsimile of this Agreement shall be as effective as an original.

Minutes, City of Southaven, Southaven, Mississippi

LICENSING AND NAMING AGREEMENT BETWEEN CITY OF SOUTHAVEN AND BANKPLUS

THIS LICENSING AND NAMING AGREEMENT, is made and entered into as of the date of signature of the parties and deemed effective as of the 1st day, January, 2015, by and between the City of Southaven, Mississippi a body politic ("City") and BankPlus, a Banking Association ("BankPlus").

RECITALS:

WHEREAS, the City is a code charter municipality duly formed and operating under the Mississippi Code; and

WHEREAS, the City is the owner of, has jurisdiction and authority over, and is legally authorized to sell the naming rights to the City's park buildings, structures, programs, and tournaments and to enter into contracts for the use of a commercial, corporate, business or private enterprise name on the building, literature, letterhead or other item, as contracted, including the park and recreation area referred to as "Snowden Grove," as more fully set forth in **Exhibit A**; and

WHEREAS, BankPlus is engaged in the banking business with branches throughout Southaven and Desoto County, Mississippi; and

WHEREAS, BankPlus desires to acquire from the City certain naming rights, signage, recognition, promotion, media broadcast, ticket rights and other matters as set forth in this Agreement (collectively the "Naming Rights" and the City desires to provide BankPlus with the Naming Rights, all in accordance with the terms and conditions of this Agreement; and

WHEREAS, the City has determined the appropriateness, value, and benefit of licensing the naming rights associated with the City Park Property, as defined below, and other items in exchange for fair and adequate compensation, which will enhance the City's ability to attract tourists, special events and other business; and

Minutes, City of Southaven, Southaven, Mississippi

WHEREAS, BankPlus desires to provide fair and adequate consideration in exchange for the naming rights license to the City Park Property and the benefits name recognition, advertising and potential returns and publicity that comes with it; and

WHEREAS, the parties desire to enter into a written agreement whereby BankPlus will provide a financial investment to the City in exchange for the limited use and licensing of the name, Mark and Logo to be utilized with all events associated with the City Park Property.; and

WHEREAS, BankPlus is the owner of the Mark "BankPlus" and the Logo reproduced on Exhibit B, to be used in the operation during the Term of this Agreement, as part of its business activities.

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

SECTION 1. Definitions.

a. **City** means the City of Southaven, Mississippi, a code charter municipality duly formed and operating under the Mississippi Code; and

b. **BankPlus** means BankPlus, a commercial bank chartered under the laws of Mississippi; and

c. **City Park Property** means the property currently owned by the City located in the area commonly known as "Snowden Grove", as described in Exhibit A hereto, including but not limited to the Amphitheater, the Sports Center, the Championship Baseball Field, other baseball fields, tournaments at Snowden Grove, parking lots, buildings, and all other facilities or improvements now or hereafter located thereon, and all extensions, expansions, additions and modifications of any kind made thereto; and

d. **Amphitheater** means the outdoor amphitheater referred to by the City prior to the execution of this Agreement as the "Snowden Grove Amphitheater" and located in the City Park Property

Minutes, City of Southaven, Southaven, Mississippi

and identified in **Exhibit A**, and all other improvements, extensions, expansions, additions and modifications of any kind made thereto; and

e. **Sports Center** means the structure in the City Park Property identified in **Exhibit A** as the "Sports Center", and all other improvements, extensions, expansions, additions and modifications of any kind made thereto; and

f. **Championship Baseball Field** means the playing field within the City Park Property where televised events at the City Park Property, including without limitation the Dizzy Dean World Series, and identified on **Exhibit A** as "Snowden Field 13"; and

g. **Logo or Logos** means the graphically designed image mark(s) as shown on **Exhibit B** and **Exhibit C** to this Agreement or any derivative or associated trademark(s), servicemark(s), design(s), or logotype(s) incorporating the Mark or any portion of the Mark and approved by City and BankPlus for use in accordance with this Agreement; and

h. **Mark or Marks** means the service mark associated with the Designated Name "BankPlus"; and

i. **Domain Name** means the website located at <http://www.bankplusamphitheater.com>, which is an identification string that defines a realm of administrative autonomy, authority or control in the Internet formed by the rules and procedures of the Domain Name System; and

j. **Intellectual Property** means, collectively, the Mark, the Logos and the Domain Name; and

k. **Designated Name** means (i) "BankPlus Sports Center" for the Sports Center; (ii) "BankPlus Amphitheater" or "BankPlus Amphitheater at Snowden Grove" for the Amphitheater; and (iii) "BankPlus Field" for the Championship Baseball Field.

Minutes, City of Southaven, Southaven, Mississippi

SECTION 2. Term. The initial term of this Agreement shall be for ten (10) years commencing on January 1, 2015 (the "Commencement Date") and ending either on (a) December 31, 2024 or (b) December 31, 2029 depending on whether BankPlus exercises its right to extend this Agreement for an additional under Section 3 below (the "Expiration Date"), unless earlier terminated in accordance with this Agreement. The initial term and any extension thereof is sometimes hereafter referred to as the "Term."

SECTION 3. Naming Rights Fee.

a. Except as otherwise provided in Section 1 hereof, in consideration for of the Naming Rights and other benefits granted in this Agreement, BankPlus agrees to pay the City according to the following Initial Naming Rights Fee Schedule:

Payment Date	Payment Amount
Upon execution of Agreement	\$75,000.00
January 1, 2015	\$325,000.00
January 1, 2016	\$75,000.00
January 1, 2017	\$75,000.00
January 1, 2018	\$75,000.00
January 1, 2019	\$75,000.00
January 1, 2020	\$75,000.00
January 1, 2021	\$75,000.00
January 1, 2022	\$75,000.00
January 1, 2023	\$75,000.00
January 1, 2024	\$75,000.00

Minutes, City of Southaven, Southaven, Mississippi

b. BankPlus shall not be obligated but has the right to extend the term of this Agreement for an additional five (5) years, through December 31, 2029, by providing written notice to the City on or before December 1, 2023. If this right is exercised by BankPlus, then BankPlus agrees to pay the City according to the following Extended Naming Rights Fee Schedule:

Payment Date	Payment Amount
January 1, 2025	\$120,000.00
January 1, 2026	\$120,000.00
January 1, 2027	\$120,000.00
January 1, 2028	\$120,000.00
January 1, 2029	\$120,000.00

c. Right of First Refusal. If the City is presented with an offer or intends to enter into a future naming rights arrangement with respect to any City Park Property after the expiration of the Term, then the City grants BankPlus a right of first refusal to extend the Term of this Agreement under the same terms and conditions proposed with the prospective naming rights entity. The City agrees to reduce to writing any such proposal or intent to enter into a future naming rights arrangement and to provide the written proposal to BankPlus for consideration. BankPlus shall have sixty (60) days to accept the same or substantially the same terms and conditions as proposed. If BankPlus reject or fails to respond to the proposal within sixty (60) days, then the City shall be entitled to enter into the proposed naming rights agreement after the Term of this Agreement expires.

d. Each payment listed on the Initial Naming Rights Fee Schedule or the Extended Naming Rights Fee Schedule is a "Naming Rights Payment" and all such payments are collectively referred to as the Naming Rights Fee hereunder. The one-time payment upon execution of this Agreement in the amount of Seventy Five Thousand Dollars and 00/100 (\$75,000.00) shall be a signage allowance for purposes of constructing and installing the signs and/or monuments identified in Section 9 subsection a.

Minutes, City of Southaven, Southaven, Mississippi

e. In the event that the paid attendance at the Amphitheater including the Dizzy Dean World Series Opening Ceremony over the course of a year drops below 25,000 total people, as determined by Ticketmaster sales and sales for Dizzy Dean tickets, BankPlus's obligation under (i) the Initial Naming Rights Fee Schedule shall be reduced to \$50,000.00 for the following year or (ii) the Extended Naming Rights Fee Schedule shall be reduced to \$90,000.00 for the following year.

f. During the Term of this Agreement, BankPlus shall provide twelve (12) financial literacy courses per year for City residents, along with ten (10) uses by the City of the BankPlus Conference Center located in the City, which shall include audio and video technology.

SECTION 4. BankPlus' Grant of License. Subject to the terms and conditions of this Agreement, BankPlus grants to City a limited, exclusive, royalty free license to use the Intellectual Property and the right to sublicense the use of the Intellectual Property in accordance with this Agreement. The foregoing grants are non-exclusive and non-assignable, except as otherwise expressly specified in this Agreement. City agrees that its use of the Intellectual Property and/or the exercise of the rights granted herein will relate only to the events, operations and activities at City Park Property.

Subject to the terms and conditions of this Agreement, BankPlus grants to City a limited and non-exclusive license to name the City Park Property as set forth in **this Agreement** and to receive the benefits of the use of that Designated Name.

SECTION 5. Naming Rights.

a. As of the Execution Date, the City grants to BankPlus the Exclusive Right and license to name the Amphitheater the "BankPlus Amphitheater" (the "Short Name") and refer to the Amphitheater as the "BankPlus Amphitheater at Snowden Grove" (the "Long Name"). "Exclusive Right" or "exclusively" as used herein with respect to any rights granted to BankPlus hereunder means rights which

Minutes, City of Southaven, Southaven, Mississippi

are not granted by the City to any other person or entity, other than BankPlus, subject to the Permitted Restrictions set out in sub-paragraph c. of this section.

b. BankPlus shall also have the right hereunder to have the Mark and/or Logo prominently displayed on certain City Park Property and other items as set forth in this Agreement, including **Exhibit C** and **Exhibit D**, and to enjoy the rights and benefits thereof. Effective January 1, 2015, the City shall discontinue use of any names used for the City Park Property, and thereafter will use commercially reasonable efforts to use the Designated Name for the respective City Park Property.

c. The City shall also use commercially reasonable efforts, where practical, to (i) ensure that the Logos are used as a part of all tickets and ticket stubs, parking receipts, press releases, promotional and advertising materials, and other documents, all LED boards, public address announcements, broadcasts, signage, print, all electronic or digital images and all other media of any type by which information or messages of any kind are produced or disseminated by or for the City Park Property and/or any event occurring therein; (ii) cause any and all announcements relating to the BankPlus Sports Complex and BankPlus Amphitheater use the Designated Name; (iii) cause others, including, but not limited to, news media, sports teams, service providers, advertisers, promoters and sponsors, to identify and refer to the City Park Property by the Designated Name.

SECTION 6. Logo Design. BankPlus agrees to provide to City a Logos, as set forth in **Exhibit B** and **Exhibit C**, which incorporates use of the Designated Name. Such Logos were prepared at BankPlus's sole expense and are hereby approved by the City for any use outlined herein.

SECTION 7. Additional Rights to BankPlus. In addition to the Naming Rights, BankPlus will receive the following additional benefits as set forth in **Exhibit C** and **Exhibit D**. Upon execution of any agreements or amendment between the City and any third-party having rights of management, promotion, or other usage rights relating to the Amphitheater (the "Amphitheater Management Agreement"), the City shall use commercially reasonable efforts to ensure that BankPlus has the right to

Minutes, City of Southaven, Southaven, Mississippi

purchase, at the face value price of any tickets, up to twelve (12) box seats for any events held at the Amphitheater. Further, City agrees to provide BankPlus exclusive use to four (4) VIP parking spots for all events held at the Amphitheater. For purposed of this Agreement, "VIP parking spots" means parking places that are located as close as possible to the Amphitheater entrance.

SECTION 8. Advertising. City shall utilize the Designated Name and, where practical, the Logo as a part of all local, regional and national press releases, all Amphitheater advertising, public address broadcasts, video boards, LED boards and all other advertising opportunities of any kind. Notwithstanding the foregoing, BankPlus shall permit City the right of prior approval with respect to any form of advertising or use of the Intellectual Property by BankPlus, outside of use on or within the Amphitheater and City website link.

SECTION 9. Additional Advertising.

a. **Exterior Signage.** BankPlus shall have the rights to the exterior signage on certain City Park Property. To the extent such signage does not exist, the City agrees to work with BankPlus in good faith to construct appropriate signage. The exterior signage includes the following:

- i. **Amphitheater Awning:** The Short Name shall exclusively be placed on the awning above the Amphitheater stage;
- ii. **Amphitheater Exterior Facing Getwell Road:** The Short Name shall exclusively be placed on the back of the Amphitheater facing Getwell Road and to be illuminated at night;
- iii. **Amphitheater Entrance:** The Short Name or the Long Name shall exclusively be placed on a pylon-style sign at the Amphitheater entrance;

Minutes, City of Southaven, Southaven, Mississippi

iv. Street, Road and Directional Signage: To the extent applicable, the City shall use best efforts to replace, or obtain approval to replace, all current references to City Park Property on local, state and federal roadway signage with the Designated Name and to use the related Logos, if practical. To the extent such signage is replaced, this right shall be exclusive to BankPlus. If such signage does not currently exist, the City shall use best efforts to ensure that the Designated Name is used on the signage if such signage is later installed or constructed;

v. Entrance to City Park Property: BankPlus' logo shall appear on the existing marquee sign at the entrance of the City Park Property;

vi. Sports Center: "BankPlus Sports Center" shall exclusively appear on the exterior of the Sports Center; and

vii. Championship Baseball Field: "BankPlus Field" shall be the exclusive name of the Championship Baseball Field.

b. Interior Signage. City has the right to continue to negotiate and secure additional advertising agreements for third party signage and other advertising on the interior of the Amphitheater, the Championship Baseball Field, and the Sports Center so long as it does not conflict with Section 9(a) of this Agreement. No interior signage and/or advertising granted by the City to any third party shall equal or exceed the dominance and/or prominence granted to BankPlus. To that end, City agrees that BankPlus shall be entitled to twenty percent (20%) of the interior square footage of advertising and/or signage, to the extent it exists, for all static advertising or signage. For all digital or video boards/screens ("Digital Media") which may be installed in the future, BankPlus shall be entitled to twenty percent (20%) of the viewing time on all Digital Media inside the City Park Property.

Minutes, City of Southaven, Southaven, Mississippi

SECTION 10. No Competing Advertising.

a. BankPlus will be provided with a limited industry "Advertising Exclusivity" during the Term for (i) the Amphitheater, (ii) the Sports Center and (iii) the Championship Baseball Field. For purposes of this Agreement, Advertising Exclusivity means that, subject to the Permitted Restrictions set out in sub-paragraph c. of this section, no other bank, financial services provider, or their affiliated companies, or other related entity, which is a direct competitor of BankPlus shall be permitted in connection with the City Park Property or any event at the Amphitheater, to advertise in media of any type associated with the City Park Property without prior written approval from BankPlus.

b. The Advertising Exclusivity shall not preclude City from contracting to host bona fide events at City Park Property for which a direct competitor of BankPlus has contracted for sponsorship rights, so long as the sponsorship was not directly solicited by the City. By way of example, if a direct competitor of BankPlus sponsors a national tour, City will not be prohibited from contracting with the promoter to host such tour in the Amphitheater even if this involves a direct competitor of BankPlus advertising and promoting itself in the Amphitheater and the marketplace, or related promotional advertising.

c. Permitted Restrictions. BankPlus agrees that City shall not be in default under this Agreement if one or more competitors of BankPlus is able to promote their goods or services under these limited circumstances in connection with one or more City Park Property events in a manner which would otherwise be in violation of the Advertising Exclusivity as a result of rules, regulations, restrictions, limitations, agreements, laws, ordinances or requirements which are binding upon City and are mandated by:

i. League, Conference, Governing Body. Rules and regulations restricting the advertising in the City Park Property imposed on City by (i) leagues or conferences whose teams

Minutes, City of Southaven, Southaven, Mississippi

participate in City Park Property events or (ii) such other governing bodies for certain events (i.e. baseball tournaments).

ii. National or Regional Television or Radio Limitations. Rules and regulations imposed on City by a national or regional television network or radio station with the right to broadcast one or more of the City Park Property Events.

iii. Local Television or Radio. Limitations imposed on City by local television or radio broadcasters with the right to broadcast one or more of the City Park Property events on local television or radio.

iv. Blackout Rights. Blackout rights or other prevention of public display required by a league, conference or other governing body, or which are otherwise required by an owner, promoter or agent of City Park Property, provided that City shall use reasonable commercially efforts to avoid such rights and requirements.

v. City Ordinances, Government Approval. Applicable governmental laws, ordinances, agreements, rules or regulations.

d. City shall not voluntarily agree to any of the above permitted restrictions, but shall use its best efforts to avoid and/or minimize those permitted restrictions which are within its commercially reasonable control. As used herein, "commercially reasonable control," shall mean the level of control which could be exercised by a reasonable party in a similar situation, said party being motivated by a genuine desire to protect the Naming Rights granted to BankPlus herein.

e. Designated Name of the Amphitheater. Anything contained in this Agreement to the contrary notwithstanding, the Short Name or the Long Name shall be used exclusively for the name of the Amphitheater for all events and all permanent signage advertising for the Amphitheater shall at all times and on all occasions remain in place.

Minutes, City of Southaven, Southaven, Mississippi

f. Notice of BankPlus Direct Competitors. City and BankPlus acknowledge and agree that all banking associations (including their respective affiliated companies) other than those affiliated with BankPlus are direct competitors of BankPlus and are subject to the advertising exclusivity granted herein. City and BankPlus agree that the marketplace in which BankPlus operates is continually changing, and certain other entities which BankPlus agrees are not currently direct competitors could become direct competitors in the future. BankPlus may, from time to time, notify City of other persons and/or entities who BankPlus has a reasonable basis to believe is/are direct competitors. City shall have 30 days after receipt of such Notice to notify BankPlus that in City's opinion any such additional persons or entities are not direct competitors of BankPlus as the case may be, with reasons stated therefore. Failure by City to send such notice, including its reasons, in a timely manner shall be deemed an approval of all parties listed in the Notice as BankPlus direct competitors. If City accepts the designation of one or more persons/entities as BankPlus direct competitors, then those persons/entities shall thereafter be considered BankPlus' direct competitors. In the event City has an existing contract with a newly-determined BankPlus direct competitor, which would impact BankPlus' advertising exclusivity hereunder, City shall have the right to complete the initial term of such contract and any required extensions thereof without defaulting under this Agreement. In the event the City rejects BankPlus' designation of an entity as a competitor the parties will negotiate in good faith to resolve the dispute in accordance with Section 24 subsection k below.

SECTION 11. Ownership of the Intellectual Property.

a. City acknowledges that BankPlus is the sole owner of the Intellectual Property and that all goodwill relating to the Intellectual Property shall be and remain the sole and exclusive property of BankPlus. City does not, and will not in the future, have any right, title and interest or claim of ownership in the Intellectual Property, except for the limited license granted under this Agreement. The use by City of the Intellectual Property, and all goodwill arising from that use, shall be solely for, and inure to, the benefit of BankPlus and shall be the sole and exclusive property of BankPlus. Any use of the Intellectual

Minutes, City of Southaven, Southaven, Mississippi

Property by City not in accordance with this Agreement shall constitute an infringement of BankPlus' right to control the quality of, and its association with, the Intellectual Property. City may not alter, modify, dilute or misuse the Intellectual Property or challenge BankPlus' rights to the Intellectual Property

b. Website. City shall use commercially reasonable efforts and coordinate with any third-parties necessary to discontinue the amphitheater website at <http://www.snowdengroveamphitheater.com>, which precedes this Agreement and the City agrees to use commercially reasonable efforts and coordinate with any third-parties necessary to forward that website to <http://www.bankplusamphitheater.com>. City shall include, unless BankPlus shall direct otherwise, a hyper link from its website's home page (<http://www.southaven.org>) to the Amphitheater home page (<http://www.bankplusamphitheater.com>). Upon execution of this Agreement, City shall as soon as reasonably possible remove any links from its website to other websites directly competing with BankPlus. Upon termination of this Agreement, both parties shall discontinue use of the Domain Name and remove any materials or references from their websites that might suggest any association, connection, or continued relationship of the Intellectual Property or BankPlus with the City Park Property.

SECTION 12. Use and Display of Logo and Mark

a. Logo. During the Term, City agrees to use and display the Logo in accordance with such color guidelines and graphics as BankPlus may approve for a later-developed logo. The parties intend that City use color versions of the Logo to the maximum extent practicable. Where the graphics guidelines depict the Logo in color, City may utilize black-on-white and white-on-black counterparts only (1) where the use of the color version is unduly burdensome, impractical, or unreasonably expensive (such as in newspaper advertising) or (2) where color display is aesthetically inconsistent with the surrounding area or background. If the City utilizes any black-on-white and white-on-black Logo or graphics depicting the Designated Name or Logos, then City will use a form approved by BankPlus. City shall use the Logos in

Minutes, City of Southaven, Southaven, Mississippi

the format designated by BankPlus, where a depiction of the Logo is required under this Agreement, unless otherwise approved by BankPlus.

b. Mark. In addition, City agrees that in all uses of the Mark and, wherever practicable, the Logo shall be employed as a written representation thereof, except in instances where to do so would be unduly burdensome, impractical, or unreasonably expensive, or is aesthetically inconsistent with the surrounding area or background, in which case City may use the Mark in any practical typeface.

SECTION 13. Sublicensing.

a. Right to sublicense. City shall require all concessionaries and holders of pouring rights to utilize the designated Name, Mark and/or Logo on all souvenir cups and where practical on all supplies, novelties, souvenirs, and other goods or items sold or given away in connection with the operation of the City Park Property. City shall have the right to sublicense the limited license to the Intellectual Property granted herein.

b. Other rights. BankPlus shall be entitled to authorize the use of the Intellectual Property by promoters, and other users of the Designated Name, on tickets and in advertising and promotional materials, to refer to the location of an event, and such authorization shall not be deemed to be a sublicense to which the terms of this Agreement apply.

SECTION 14. Quality Control.

a. Goods and services standards. City agrees that licensed and sub-licensed goods and services covered by this Agreement shall be of a quality and of such style and appearance as are comparable to the quality and style of first-class sports, entertainment and convention facilities and suited to their use to the best advantage and to the protection and enhancement of the Intellectual Property and the goodwill related to it. In using the Intellectual Property in advertising or promoting licensed goods and services, the parties will utilize only advertising and promotion that do not disparage or place in

Minutes, City of Southaven, Southaven, Mississippi

disrepute the Parties, their business or business reputation(s), and that do not adversely affect or detract from the parties' goodwill. City recognizes that maintenance of high quality in licensed goods and services is of the essence of this Agreement. City will use best efforts to cause future and current Sublicensees to utilize purchase order forms acknowledging BankPlus owns the Mark and Logo, and that vendor will use the Mark, together with the Logo only on the products covered by the purchase order and not on any additional products or services.

Notwithstanding the foregoing, City cannot ensure, warrant or guarantee current sublicensees, vendors, concessionaires, pouring rights holders and the like will amend existing agreements to include such language. However, City will use its best efforts to obtain such amendments to existing agreements and will not extend any agreement(s) not including language to protect the rights and obligations granted in this Agreement.

b. Operating standards. Each party agrees, in order to enhance and protect the other's goodwill embodied in the Intellectual Property, to operate their business activities in a manner consistent with the operation of first-class businesses similarly situated and containing similar amenities.

Each party agrees to use its reasonable best efforts to insure that it will not disparage or place in disrepute the other, its businesses, or its business reputation and will not adversely affect or detract from the other's goodwill. Further, neither party will permit the commercial exploitation of the Intellectual Property, nor use the Intellectual Property in (i) any negative advertising; (ii) advertising that is contrary to public morals or which may be found to be deceptive or misleading; or (iii) advertising reflecting unfavorably on the good name, goodwill, reputation or image of the other.

SECTION 15. Change of Logo

In the event that BankPlus selects a logo different from the Logo to be employed in connection with the Mark during the term, City agrees to the substitution of such alternative or additional logo, if: (a)

Minutes, City of Southaven, Southaven, Mississippi

BankPlus grants to City a license to use such different logo substantially in the form of the license granted under this Agreement; and (b) BankPlus pays the cost incurred by City in discontinuing the use of the Logo and the substitution of the alternative or additional logo, including but not limited to, the cost of installing new signs and reprinting written material; and (c) in City's reasonable judgment, the alternative logo will not affect adversely the appearance of the City Park Property, or other objects affected by the change, nor reflect negatively on the City.

SECTION 16. Actions at End of Term. Upon the termination this Agreement, the license granted by BankPlus, and the Naming Rights granted by City, under this Agreement shall immediately terminate, and both parties and their sublicensees using the Intellectual Property shall forever cease the use of the Intellectual Property; except that City shall have a period of time after the end of the term, not to exceed ninety (90) days, to terminate the use of the Intellectual Property, including but not limited to, the making of necessary physical changes to the City Park Property and its components, to phase out of the use of advertising and promotional materials then on hand and to provide notice to all its vendors to cease use of the Intellectual Property. The City will assume the costs and expenses of the City and City Park Property phasing out the use of the Intellectual Property unless the termination is due to the default of BankPlus, in which event BankPlus shall reimburse City for all reasonable costs City incurs. Notwithstanding any other provision in this Agreement, however, BankPlus shall not owe the City an amount exceeding the Rights Fee due and payable as of the dates set forth in Section 3 of this Agreement. During the period prior to termination or expiration of this Agreement, and during that ninety (90) day phasing out period granted to City, City will comply with all of the requirements of this Agreement. In removing the Mark and Logo, City shall not disparage or place in disrepute BankPlus, its businesses, or its business relationships and will not detract from BankPlus' goodwill.

SECTION 17. Default.

Minutes, City of Southaven, Southaven, Mississippi

a. A party shall be in default hereunder if any of the following events shall occur (each being an "Event of Default"):

i. BankPlus fails to pay any Naming Rights Fee due the City under Section 3 of this Agreement within sixty (60) days of the date its due.

ii. Either party defaults in the performance or observance of any material term, covenant, condition or provision of this Agreement required of the party, and such default continues for a period of thirty (30) days after service by the other party of written notice of such default. Notwithstanding the foregoing, if either party defaults in the performance or observance of a term, covenant, condition or provision of this Agreement for which a cure is possible, and the curing or remedying of such default requires the doing of work or the taking of action which cannot with due diligence be completed in a thirty (30) day period after service of a notice of default, the party will be afforded such time as is reasonable to cure the default, not to exceed sixty (60) days, and default will be deemed to occur only after the default continues beyond the end of the period of time that is reasonably necessary to cure or remedy such default, not to exceed sixty (60) days, taking into account unavoidable delays to complete such other action as is required to cure or remedy the default in question;

iii. Either party ceases to function as a going concern, becomes insolvent, makes an assignment for the benefit of creditors, files a petition in bankruptcy, permits a petition in bankruptcy to be filed against it (which petition is not dismissed within sixty (60) days of its filing), admits in writing its inability to pay debts as they mature, or if a receiver is appointed for a substantial part of its assets; or

iv. City, without the occurrence of an event of Force Majeure (as hereinafter defined), ceases normal operation of the City Park Property for a period of time longer than thirty (30) consecutive days.

Minutes, City of Southaven, Southaven, Mississippi

b. No waiver by either party of any default or breach by the other party of its obligations hereunder shall be construed to be a waiver or release of any other or subsequent default or breach.

c. In the event that the term ends by reason of BankPlus default, BankPlus shall pay all reasonable costs incurred by City in ceasing or phasing out the use of the Designated Name, including but not limited to the cost of removing all signs, lettering and other writings containing the Mark and Logo, the cost of replacing any materials containing the Mark or Logo that must be discarded as a result of the termination. Notwithstanding any other provision in this Agreement, however, BankPlus shall not owe the City an amount exceeding the Rights Fee due and payable as of the dates set forth in Section 3 of this Agreement.

d. In the event that the term ends by reason of the City's default, the Naming Rights Fee, and other prepaid charges shall be reimbursed to BankPlus on a prorated basis from the date of damage.

SECTION 18. Remedies. Upon an Event of Default, the non-defaulting party may declare this Agreement to be terminated. In such case the Term shall end as fully and completely as if that were the date herein fixed for the expiration of the Term. Further, either party shall have available all rights and remedies available at law or in equity, including, but not limited to, the right to see monetary damages and/or injunctive relief. The rights and remedies given to the non-defaulting party in this Agreement are distinct, separate and cumulative remedies, and no one of them, whether or not exercised by the non-defaulting party, shall be deemed to be in exclusion of any of the others provided herein.

SECTION 19. Insurance and Indemnification.

a. Throughout the term of this Agreement, City shall have and maintain, at its own cost and expense, such comprehensive general liability insurance policies, and other insurance policies, as will provide protection from claims which may arise out of or result from events and activities occurring at the City Park Property. City agrees to add BankPlus as an additional insured on all such policies. As a

Minutes, City of Southaven, Southaven, Mississippi

minimum, City shall carry insurance providing coverage as enumerated below. The following minimum coverage limits and requirements shall be satisfied by City:

- i. Workers' Compensation: Statutory limits proscribed by the State of Mississippi.
- ii. Comprehensive General Liability covering claims for bodily injury and death, not less than \$500,000.00 per person, \$1,000,000.00 per occasion
- iii. Automobile General Liability, including owned, hired, and non-owned autos: \$500,000.00 per person, \$1,000,000.00 per occasion.
- iv. Property damage: claims for property damage not less than \$500,000.00 per person, \$1,000,000.00 per occasion.

b. BankPlus Events. For events at the Amphitheater solely scheduled or organized by solely BankPlus under its right to use the Amphitheater set forth in this Agreement, BankPlus agrees to conduct own events or activities upon or within the City Park Property with reasonable care and to indemnify, defend and save harmless the City against any and all claims, costs or expenses, loss, injury, or damage to persons or property, including claims of employees of BankPlus, or BankPlus' contractor or subcontractors, arising out of the negligence of BankPlus, its contractors, subcontractors, servants or agents. BankPlus will not knowingly do or permit to be done anything within its reasonable control in or upon any portion of the City Park Property, or bring or keep anything therein or thereon, which will in any way conflict with the conditions of any insurance policies insuring the City Park Property or any part thereof against loss. This indemnity and hold harmless provision does not apply, however, to events scheduled by anyone other than BankPlus or persons or entities acting solely at the direction of BankPlus.

SECTION 20. Assignment; Delegation. Neither party shall assign or transfer any rights or obligations under this Agreement without approval in advance of the other party, except that no such consent shall be required in the case of an assignment by BankPlus to a corporation or other entity which

Minutes, City of Southaven, Southaven, Mississippi

owns or acquires substantially all of BankPlus' stock or assets, or a corporation in which BankPlus owns or acquires substantially of the stock or assets, and carries on its business in substantially the same manner as BankPlus. Subject to the foregoing, this Agreement shall be enforceable against and inure to the benefit of any such successors and assigns of the parties hereto and either party assigning or transferring this Agreement shall cause to be included in the assignment agreement language that all terms and conditions of this Agreement shall be enforceable against and inure to the assignee. The provisions of this section shall not preclude City from entering into a lease or operating or management agreement with one or more third parties covering the booking of concerts, operation or portions of operation of the City Park Property.

SECTION 21. Title to the City Park Property. Title to the City Park Property is vested in the City. City agrees not to transfer or encumber the title to the City Park Property in such a manner as to adversely affect BankPlus interest under this Agreement without the prior written consent of BankPlus. Notwithstanding the foregoing, BankPlus acknowledges the City Park Property was acquired and constructed with public funds raised through one or more public bonds and this Agreement, and all rights granted to BankPlus by this Agreement, shall at all times be subordinate to, and subject to, the terms of each public bond issue, or reissue or refunding thereof.

SECTION 22. Repairs and Maintenance. During the term of this Agreement, City shall maintain, repair and operate in good order the City Park Property. BankPlus shall have no obligation to repair or maintain of any part of the City Park Property or its appurtenances. City shall therefore be responsible for any and all expenses associated with the City Park Property (except as expressly addressed herein for BankPlus).

SECTION 23. Insurance, Force Majeure, Condemnation.

a. **Insurance.** City shall at all times during this Agreement, at its sole expense, maintain insurance as set forth in this Agreement.

Minutes, City of Southaven, Southaven, Mississippi

b. Duty to Repair. In the event of loss or damage to the City Park Property, City shall use its best efforts to timely obtain all policy benefits payable as a result of the loss or damage and apply the same toward repair and/or restoration of the damage which shall be completed as soon as reasonably possible.

c. Loss or Damage Not Reasonably Repairable Within One (1) Year. If City Park Property is substantially damaged and the parties agree that repairs and restoration of the City Park Property relating to the size, capacity, facilities, appurtenances and permitted uses existing prior to the damage cannot reasonably be completed within one (1) year from the damage, then BankPlus, at its option, may (i) terminate this Agreement or (ii) extend the Term of this Agreement at no additional cost to BankPlus for each year the City Park Property is not repaired.

d. Rights upon Termination under This Section/Exclusive Negotiation. In the event this Agreement is terminated pursuant to this Section 23, the Naming Rights Fee, and other prepaid charges shall be reimbursed to BankPlus on a prorated basis from the date of damage.

e. Force Majeure. Neither party shall be in breach of this Agreement if any event at the City Park Property is prevented or preempted because of an act of God, natural disaster, catastrophe, accident, fire, labor dispute, lockout, strike, riot or civil commotion, act of public enemy, governmental act, regulation or rule, failure of technical difficulties, a day of national mourning, act of terrorism, emergency or other circumstance or event beyond the control of the parties to this Agreement (a "Force Majeure"). However, the Term shall be extended at no additional charge to BankPlus for each period of time sixty (60) days, where events are not held at the City Park Property as a result of a Force Majeure.

SECTION 24. Miscellaneous Provisions.

a. Notices. All notices, offers, consents, or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given or made

Minutes, City of Southaven, Southaven, Mississippi

if delivered personally or by messenger or delivered by certified mail return receipt requested, and addressed to the address of the intended recipient at the following addresses of the intended recipient at the following addresses:

To City: Wes Brown, City Parks Director
Southaven City Hall
8710 Northwest Drive
Southaven, MS 38671
E-Mail: wbrown@southaven.org

To BankPlus: Rob Armour
Chief Marketing Officer
BankPlus
1068 Highland colony Parkway
Ridgeland, Mississippi 39157
E-Mail: RobArmour@BankPlus.net

A party may change its address by giving notice in writing stating its new address to the other party and shall be deemed changed to the successor of the officers and positions named above, effective upon succession.

b. Interpretation and Effect. This Agreement shall be construed in conformity with the laws of the State of Mississippi and the Trademark (Lanham) Act of 1946 as amended. Neither party shall be considered the sole drafter of this Agreement nor shall not be construed or interpreted more strictly against either party for such reason.

c. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law; but if any provision of this Agreement or the application thereof to any party or circumstance is prohibited by or invalid under applicable law, that provision shall be effective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement or the application of such provisions or other parties or circumstances.

Minutes, City of Southaven, Southaven, Mississippi

d. Non-Waiver. No delay or omission of any party to exercise rights or powers under this Agreement shall impair any such right or power nor shall be construed to be a waiver of any default or acquiescence therein. No waiver of any default shall be construed, taken, or held to be a waiver of any other default, or waiver, acquiescence in, or consent to any further or succeeding default of the same nature.

e. Successors. This Agreement and all of the terms and provisions hereof shall be binding upon and shall inure to the benefit of each of the parties and their respective legal representatives, heirs, successors, and assigns, except as expressly provided in Paragraph 20.

f. Independent Parties. Nothing in this Agreement shall be construed to form any partnership, joint venture, agency, between the parties hereto or to create any relationship other than that specifically set forth in this Agreement. Further, neither party hereto assumes or accepts any liability or legal responsibility for the actions nor omissions of the other party and nothing in this Agreement shall be interpreted so as to impute the negligent actions or omissions of either party to the other.

g. Number of Events. Except as set forth in Section 3 and Section 23 of this Agreement, BankPlus acknowledges and agrees that City cannot make any representations or warranties as to the specific number or nature of events that will be held at the City Park Property during the Term, especially as such applies to touring events and concerts. BankPlus agrees that the Naming Rights Fee paid pursuant to this Agreement shall, in no way, be based on, or subject to, the number and/or nature of the events held at the City Park Property.

h. Governing Law. This Agreement will be solely governed by the laws of the State of Mississippi without reference to principles of conflicts of law. Where applicable in regards to Intellectual Property issues, this Agreement shall be governed by United States federal trademark and copyright laws.

Minutes, City of Southaven, Southaven, Mississippi

i. Paragraph Headings. The headings in this Agreement used are for convenience only, and shall be disregarded in the construction of this Agreement

j. Entire Agreement. This Agreement contains the entire understanding between the parties and supersedes any prior understandings and written or oral agreements between them respecting this subject matter. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties relating to the subject matter of this Agreement that are not fully expressed in the Agreement.

k. Dispute Resolution.

i. Notwithstanding anything contained in this Agreement to the contrary, if any controversy, claim, dispute arising under or relating to this Agreement cannot be resolved by mutual agreement within a period of thirty (30) days, then, unless the parties mutually agree otherwise, any such dispute shall be presented to the Chief Executive Officer (CEO) of BankPlus and the Mayor of the City. If the CEO of BankPlus and the City's mayor fail to resolve such dispute within fifteen (15) business days, then, unless the parties mutually agree otherwise, any such dispute shall be resolved pursuant to Mississippi law.

l. Waivers. No change or modification of this Agreement shall be valid unless the same is in writing and signed by the City and BankPlus, or their respective successors or assigns. No waiver of any of the provisions of this Agreement, or any other agreement referred to herein, shall be valid unless in writing and signed by the party against whom it is sought to be enforced.

m. Organization and Authority. The Parties to this Agreement each represent and warrant that (i) they are duly organized, validly existing and in good standing under the laws of Mississippi; (ii) they have all requisite power and authority to execute, deliver and perform their obligations under this

Minutes, City of Southaven, Southaven, Mississippi

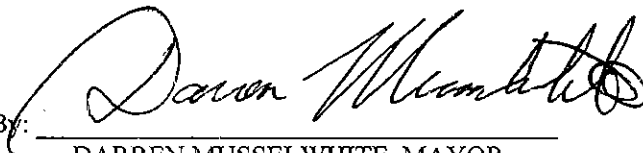
Agreement; and (iii) no consent of any third-party is necessary to execute, deliver and perform their respective obligations under this Agreement.

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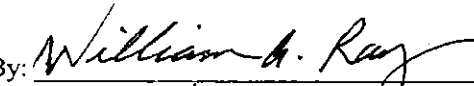
Minutes, City of Southaven, Southaven, Mississippi

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

CITY OF SOUTHAVEN

By: 
DARREN MUSSELWHITE, MAYOR

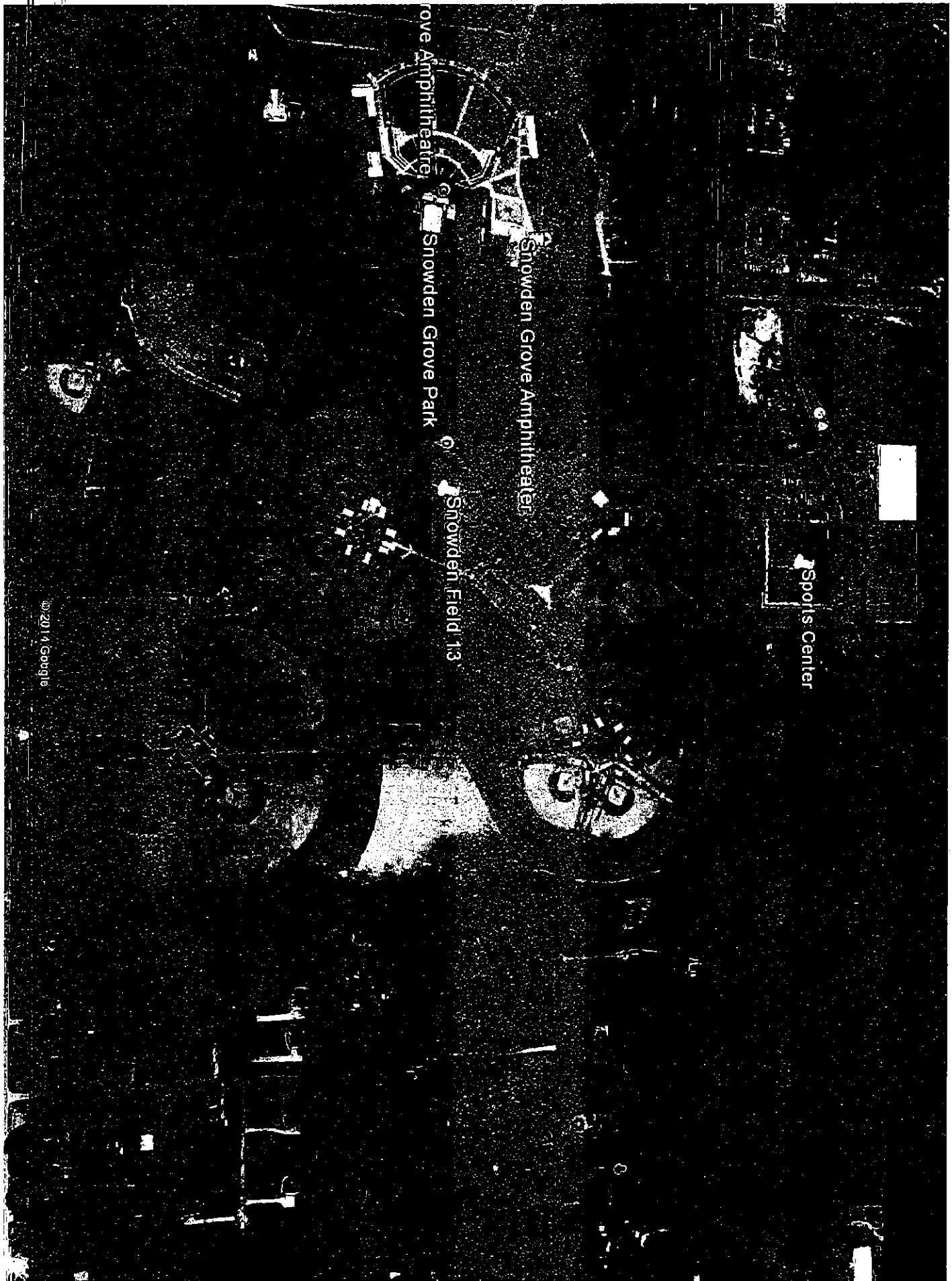
BANKPLUS

By: 
Title: PRESIDENT & CEO

Minutes, City of Southaven, Southaven, Mississippi

EXHIBIT A MAP OF SNOWDEN GROVE PROPERTY

Minutes, City of Southaven, Southaven, Mississippi



Minutes, City of Southaven, Southaven, Mississippi

EXHIBIT B BANKPLUS LOGO

The logos will be a combination of the BankPlus logo shown and other typography to be mutually agreed upon by BankPlus and the City at a later date.

BankPlus

Minutes, City of Southaven, Southaven, Mississippi

EXHIBIT C

1. Naming Rights to Amphitheater as set forth in Agreement
2. Naming Rights to Sports Complex as set forth in Agreement
3. Naming Rights to 2 City of Southaven Baseball Tournaments annually as chosen by BankPlus
4. Presenting Sponsor of all Dizzy Dean World Series played during the Term
5. Naming Rights to Championship Baseball Field (where televised events are played) - Financial Services Category Exclusive
6. BankPlus Logo on Existing Marquee Panel

Minutes, City of Southaven, Southaven, Mississippi

EXHIBIT D

In addition and/or supplementation to the Agreement, BankPlus shall also be entitled to the following rights:

BankPlus Sports Center Details * Logo on all print, collateral, promotional, media, etc.

- * Any audio mentions must include "BankPlus Sports Center" together for promotion
- * Financial services category exclusivity on the interior and exterior of the building
- * Exterior sign installed with naming logo as proposed and shall be exclusive right held by BankPlus.

- * Interior wall signage as proposed and agreed to by City
- * Field turf signage replaced with Logo and/or Designated Name
- * All Bancorp South signage replaced with BankPlus signage
- * Right to add additional signage and branding at Bank's expense working with City's Parks Department

BankPlus Amphitheater Details

- * Snowden Grove name to be used in conjunction with BankPlus Amphitheater for location purposes only: i.e. BankPlus Amphitheater at Snowden Grove
- * Short Name or Long Name to be used in all media, events, collateral, promotions, tickets, flyers in the Amphitheater including audio media or verbal mentions
- * Financial category exclusivity in and around the amphitheater grounds
- * 4 VIP parking passes for BankPlus to all events
- * Official website will be changed to www.bankplusamphitheater.com or link the current website to reflect bankplusamphitheater.com
- * Signage to include top of new stage similar in scope to current renderings, back of amphitheater facing Getwell (illuminated at night), pylon style entrance sign
- * Additional signage at BankPlus expense and discretion in cooperation with City (Examples might include signage on concessions, walkways, etc.)
- * 20% advertising rights on any static, digital or video boards installed in future that display advertising will be included for BankPlus at no additional charge (Additionally, no other advertiser shall receive more prominence than BankPlus on said display)
- * City held press conference and press release
- * Ability to have a 10x10' tent in venue for product education and/or sampling (Entrance provided for 2- or 3 tent workers included)
- * 2 uses of the Amphitheater free of charge for BankPlus annually based on availability and coordination with the Southaven Police and Parks

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 Flores and seconded by Alderman Ferguson. 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	YES
Alderman Scott Ferguson	YES
Alderman Raymond Flores	YES

RESOLVED AND DONE this 16th day of December, 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.

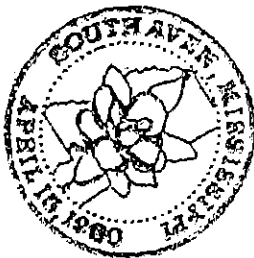
CITY OF SOUTHAVEN, MISSISSIPPI


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: 12/05/14
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,

Chris Shelton
Director of Information Technology
And Emergency Communications

City of Southaven – The Top of Mississippi

Minutes, City of Southaven, Southaven, Mississippi

location	of item	description (include model)	serial number	asset #
ITEC		Cars		2036
ITEC		APC Smart UPS 100VA		2176
4th Ir/M.	Sorrell	Old City Attorney PC		2209
ITEC		Compaq Presario Laptop		2408
ITEC		Dell Latitude D800 Notebook		2636
ITEC/Mag Wave		Antennae		2737
ITEC		Proxiun Tsumnami		2809
ITEC		Proxiun Tsumnami		2824
ITEC		Proxiun Tsumnami		2913
ITEC		Netvana 4305		2914
ITEC		Tropos Demo Pk wi-fi		3052
ITEC		Dell Latitude Notebook D620		3170
Planning(Fire)		Dell Latitude Notebook D620		3171
4th Fl/M.Sorrell		Dell Latitude D620 Laptop		3172
Court		Dell Optiplex 745		3212
ITEC		Dell Optiplex 745		3241
ITEC		Sonicwall Pro 2040		3288
ITEC		Vaddio 999-2404-000		3361
Board Room		Accordent Model 10080260		3362
Parks		HP Point of Sale Computer		3752
ITEC		Dell Latitude D630		3937
ITEC		Dell Latitude Notebook		3974
ITEC		Dell Latitude E6500 W/Dock		4050
ITEC		Dell Optiplex 755		4059
ITEC		Dell Optiplex 755		4061
ITEC		Dell Optiplex 755		4085
ITEC		Dell Latitude E6500 Notebook		4198
ITEC		Dell Latitude E6500 Notebook		4337
SPD		Lenovo D10E Ideapad Notebook		4347
ITEC		HP Thin Client		4377
ITEC		Dell Optiplex 960		4512
ITEC Server Rm		SPECO 1TB 16 Ch DVR		4517
ITEC		Sony H20 Camera		4518
ITEC		Samsung TL225 Digital Camera		4519
ITEC		Dell Latitude E5400 Notebook		4520
ITEC		HP Mini Black Notebook		4759
ITEC		Dell 19" Monitor		4808
ITEC		Dell 19" Monitor		4809
ITEC		Dell 19" Monitor		4812
ITEC		Dell 19" Monitor		4813

Minutes, City of Southaven, Southaven, Mississippi

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI FOR DONATION TO THE HABITAT FOR HUMANITY

WHEREAS, the City of Southaven ("City") pursuant to the City of Southaven ("City") pursuant to Mississippi Code Sections 17-3-3, 21-17-1(3)(b)(ii) and 21-19-65 desires to donate the Southaven Arena ("Arena") to Habitat for Humanity ("Habitat"), and

WHEREAS, the City has control of the Arena and has the authority under the City's Rental Policy to grant a variance to the City's Rental Policy and donate use of the Arena to Habitat based on Habitat's impact across Desoto County and that by providing the donation, Habitat will be able to assist worthy causes in Desoto County; and

WHEREAS, the City desires to donate the use of the Arena during May 15-17, 2015 to Habitat so that Habitat may host a fundraiser to further Habitat's social and community programs; and

WHEREAS, Habitat is a 501(c)(3); and

WHEREAS, the City finds that Habitat's mission and purpose is consistent with the mandates of Mississippi Code Section 21-19-65 and allows Habitat to receive matching funds, via an in-kind donation, from the City, and

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

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

SECTION 1. Pursuant to Mississippi Code 21-19-65, the Governing Body of the City hereby donates the Arena during May 15-17, 2015 to Habitat to assist it with its mission by hosting the fundraiser.

SECTION 2. Pursuant to Mississippi Code 21-17-1(3)(b)(ii), the Governing Body of the City hereby donates the Arena to Habitat.

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

SECTION 4. On behalf of the City, the Mayor or his designee is directed to allow for a variance under the City's Facility Use Policy and authorized to take all required actions for the same.

Minutes, City of Southaven, Southaven, Mississippi

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

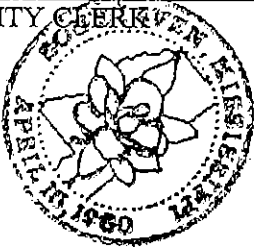
Alderman William Brooks	YES
Alderman Kristian Kelly	YES
Alderman Shirley Beshears	YES
Alderman George Payne	YES
Alderman Joel Gallagher	YES
Alderman Scott Ferguson	YES
Alderman Raymond Flores	YES

RESOLVED AND DONE, this 16th day of December, 2014.



DARREN MUSSELWHITE, MAYOR

ATTEST:


CITY CLERK

Minutes, City of Southaven, Southaven, Mississippi

City of Southaven

At The Top of Mississippi



Park Facility Rental Application

Reservation Request

Facility Name: SOUTHAVEN ARENA

Date of Request: May 15th-17th 2015

Time of Event: From Friday 6:00p.m. -10:00p.m., Sat 10:00a.m.- 8:00p.m., Sun 10:00-6:00p.
am/pm to am/pm

Estimated Attendance: 1000

Purpose of Event: A fundraiser for Hernando Desoto Habitat for Humanity

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

Contact Information

Name of Person/Organization: Hernando Desoto Affiliate, Habitat for Humanity

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

Contact Name: Sandy Slocum, President

Address: P.O. Box 845

City: Hernando, State: MS Zip: 38632

Primary Phone Number: 662-449-5002

Secondary Phone Number: 901-605-4339

Email Address: sandra.slocum@msfb.org

Minutes, City of Southaven, Southaven, Mississippi

Acknowledgements and Signature

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

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

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

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

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

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

Name: [Signature] Date: 12-3-14

FOR OFFICE USE ONLY

Rental Fee: _____ Date Paid: _____

Rental Deposit: _____ Date Paid: _____

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

Today's Date: _____ Employee: _____

Minutes, City of Southaven, Southaven, Mississippi

POLICY OF CITY OF SOUTHAVEN BOARD OF ALDERMAN FOR USE OF CITY OWNED FACILITIES

1. The City of Southaven Board of Alderman adopted this policy to govern the use of public facilities owned, leased, or otherwise occupied exclusively or managed by City, by individuals and groups, wishing to use such facilities. However, due to the restraints imposed upon City of Southaven for the orderly administration of its functions and due to the limited availability of City facilities for public use, such public use of City owned facilities will be limited to the reasonable time, place and use restrictions set forth herein.

2. The City of Southaven Mayor, City of Southaven Parks Department and City Administrator shall be responsible for implementing this policy.

3. This policy shall not be applicable to the following: the private offices and work space of City employees, City officials, and City officers which may be located within City facilities. So as to protect the integrity, convenience and administration of City activities, such areas of the City facilities are not to be permitted for private use at any time.

4. The restrictions, procedures and permitting required of this policy shall not be applicable to the following:

- A. City agencies or departments, or committees formed by the City or by any of its officers, agents or employees for the purposes of carrying out the City's work;
- B. Groups or individuals invited by the City to meet on City property for purposes associated with the governance of City of Southaven;
- C. City of Southaven entities using City facilities for the purposes of public hearings, meetings with constituents and for the execution of government programs.
- D. Charitable Entities or School Sponsored Activities or Events which receive Board approval.

5. Permission Required:

A. Permission is required to be received from the City before City facilities may be used by any persons in accordance with this policy. The City of Southaven shall have the authority to grant or deny exceptions to this policy, which exceptions are permitted by the laws of the State of Mississippi and the United States of America, and to grant or deny permission for use of City facilities if this policy does not address the requested use.

B. Application for permission for use of City facilities must be made to the City of Southaven City Clerk's Office, 8710 Northwest Drive, Southaven, MS, 38671 or the City of Southaven Parks Department. The City of Southaven City Clerk or City of Southaven Parks Department shall supply and provide to applicants the appropriate forms for making a request for the use of City facilities. At a minimum, all applications must state the name and address of the applicant; the date, the time and the site requested for usage; the expected length of the use; the set up and equipment required for the usage; the nature and purpose of the usage; and the number of people expected to attend the proposed

Minutes, City of Southaven, Southaven, Mississippi

activity. The City of Southaven City Clerk or City of Southaven Parks Department may require such additional information which is deemed necessary and appropriate.

C. All applicants shall agree to accept responsibility for any damages caused by the usage to the facilities and all costs of clean-up of the facilities after the usage is completed.

D. All applications for use of City facilities must be made not less than two (2) weeks before the proposed use. Any application not expressly accepted or rejected by the City of Southaven within two (2) weeks of the date the application is submitted, or within forty-eight (48) hours of the time of the scheduled use, whichever is later, shall be deemed rejected and use of the facility shall not be permitted. Permission for use will be granted on a first come first serve basis.

E. A fee and deposit shall be charged for the use of City facilities as set forth in Exhibit

A. If any provision of this policy is violated, the user of the facility shall forfeit the deposit provided to the City as set forth in Exhibit A. The City shall have no obligation to provide an accounting to the user for any deposit forfeited due to the user's violation of the policy.

6. Limitation on Use:

A. No group permitted by this policy to use City facilities will be granted permission to use City facilities more frequently than twelve (12) times in any one calendar year unless otherwise specifically approved by the City of Southaven Board of Alderman.

B. City facilities may not be used for any commercial purposes or private fund raisers unless expressly approved in writing by the Board of Aldermen. No one granted permission to use City of Southaven facilities pursuant to this policy may charge any admission fees, conduct any public sales, take up any collections of money, or conduct any fund raising, unless expressly authorized in writing by the Board of Alderman. For the purposes of this section, charitable purposes shall include, but not be limited to, fund raising activities for public service entities such as, but not limited to: fire protection districts, volunteer fire departments and emergency medical service providers. Notwithstanding the foregoing, with approval of the Board of Alderman, persons using City of Southaven facilities may have vendors present provided all monies collected by the vendors are solely for the vendors and are not paid to the person making use of the City facilities.

7. Facilities Available:

A. Any permission for use of City facilities is limited to those rooms, buildings, lands or other locations specifically identified by the City of Southaven in response to an application submitted pursuant to this policy. Once permission is granted for use of a City of Southaven facility, such permission shall not be deemed to extend to any other group or individual other than the applicant, nor to any other room, buildings, lands or City facility, except as identified in the approval for use granted by the City of Southaven, and any restrooms, stairwells and entrance ways which must be traversed to gain access to the facility approved for usage.

Minutes, City of Southaven, Southaven, Mississippi

B. Notwithstanding the grant of permission for use of City facilities, no activities will infringe upon the ability of staff, officers and other City of Southaven entities and organizations to access the facility permitted for use.

C. No signs will be permitted for posting on the City facility for use in advertising the authorized meeting absent written approval by the City of Southaven's Board of Alderman. If the use of advertising signage is approved, all signs will be limited to the design and size approved by the City and be limited to showing the name of the group approved for the use of the City facility. All signs that are placed on or within the City of Southaven facility must be in place no sooner than two (2) hours prior to the scheduled start of the meeting and must be removed immediately upon the conclusion of the meeting. No other signs, emblems, or symbols may be erected on the City facilities by any group or individual.

D. The availability of the Snowden House shall be subject to the Agreement between the City and Green Machine.

8. Revocation of Use:

A. Any permission granted for use of any City facility pursuant to this policy may be revoked up to twenty-four (24) hours prior to the scheduled start of the event when required to allow for the usage of City facility by any City of Southaven agencies, departments or committees for the purpose of carrying out the City's work.

B. No use of any City facility will be permitted which inhibits the regular uninterrupted use of any City facility by the City or those identified under paragraph (4) entitled "Exemptions."

C. The City of Southaven may deny the use of any City facility to any group, person or entity which has, at any time prior to any requested use, been responsible for, or caused any damages to City property through or because of any acts of vandalism, violence, rowdiness, failure to clean up facilities after prior usage, whether such damage had been caused by group, individual, any member(s) of the group or any invitees of the group.

D. Any permission granted under this policy for the use of City facilities may be withdrawn by the City of Southaven in the event the City government is closed because of inclement weather or other declared emergency.

9. Liability:

Any group using any City facility pursuant to this policy shall release and indemnify the City from any and all liability for negligence for any damages caused to the user, or its property, during the time of the use. Further, such applicant using City facilities shall guarantee and hold the City harmless from any liability to third parties for injury caused by the group or any persons or groups invited to attend the meeting or session conducted by the group on or within City facilities. The applicant shall be liable to City of Southaven for any and all damages to City property or injuries to City employees, officers or agents which may be caused by the applicant or any of the applicant's officers, agents, employees, persons attending the applicant's event or applicant's invitees, whether or not such damage is the result of negligence, intentional acts or accident. Applicant agrees to sign all other documents which effectuate the purpose of this Paragraph 9.

Minutes, City of Southaven, Southaven, Mississippi

10. Use Requirements and Restrictions:

A. The person who has been granted permission to use City facilities is responsible for setting up the City facility as required for its intended usage, and for providing any required chairs, supplemental items such as easels, bulletin boards and other equipment. The user shall be responsible for returning any City of Southaven furniture or fixtures found on or within the City facility so used to its original configuration and condition after the conclusion of the meeting or other usage. The use of any electrical equipment of City of Southaven shall be subject to the approval of the City of Southaven.

B. The authorized user shall be responsible for clean-up of the facility following the conclusion of the permitted usage of the City of Southaven facility. All trash must be removed from the premises at the user's expense. Any custodial service required as a result of the number of persons attending the user's event must be provided for and paid for by the user. Any actual costs incurred by City of Southaven to clean up the City facilities as result of the user's failure to do so, shall be charged to the user and the user accepts the responsibility to reimburse City of Southaven for all such costs and expenses.

C. No alcoholic beverages shall be served upon, consumed upon or brought on to City facilities without the prior expressed written consent of the City of Southaven Board of Alderman. Further, smoking is prohibited in all City buildings at all times. All persons are forbidden from bringing onto City facilities any weapons, reproductions of weapons, and any item capable of being conceived as a weapon, except for those carried by official law enforcement officers while on duty. Any exceptions to this exclusion must be obtained from the City of Southaven Board of Alderman. Any violation of this paragraph shall result in automatic and immediate expulsion from the City's facilities and the user shall not be entitled to any refund for rent resulting from the loss of the time for use of the facility for violating this paragraph. In addition, user shall automatically forfeit its deposit for violation of this paragraph.

D. The authorized user shall be responsible for providing any security which the City feels is required. If user does provide security or is required to provide security, user shall provide the names of the personnel providing security to the Chief of Police for approval by the City. The City of Southaven may provide or require any additional security which it deems is necessary and appropriate for its own purposes for protecting City facilities. If alcohol is approved by the City Board, security shall be required subject to the City's Police Chief's approval.

E. No events, functions or activities occurring on City facilities may violate City, State or Federal laws, ordinances or regulations.

F. Users shall refrain from any use of City facilities which is reasonably likely to be found offensive to the public or to owners or users of adjoining premises or which would be deemed to create nuisance or is likely to damage the City facilities.

G. User shall vacate the leased premises by 11:59 p.m. of the day for the rental unless an exception is granted by the City Board.

Minutes, City of Southaven, Southaven, Mississippi

11. Equal Access:

A. This policy shall apply to all groups and individuals applying for use of City facilities for the purposes permitted herein. No group or individual shall be excluded from equal access to City facilities because of or as a result of race, sex, religious or political persuasions, the content of permissible speech intended on or within the City facility, or because of the political aims expressed by the user or any of the user's members.

B. This policy shall not be implemented in such a way as to impose a restriction on expressive content of the speech permitted herein.

C. Any authorization for use of City facilities permitted in accordance with this policy shall not be considered as an endorsement or approval by City of Southaven of the activity, user or any other organization or the purposes they represent.

12. Miscellaneous:

A. If any provision of this policy is ruled illegal, unconstitutional or otherwise unenforceable by a Court of competent jurisdictions, the remaining provisions shall continue in full force and effect.

B. Any other Orders or directives of the City of Southaven, Mississippi, which are conflicting or inconsistent with this policy are hereby repealed to the extent of any inconsistencies or conflicts.

C. User may be required to execute a lease in addition to the acknowledgement of this policy.

D. Application for Facilities must be made within 12 months of the date requested. There shall be no future year obligations.

E. The Parks Department shall have the discretion to manage the set up and break down days or time period for each event.

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Minutes, City of Southaven, Southaven, Mississippi

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF SOUTHAVEN, MISSISSIPPI
AUTHORIZING THE MAYOR TO SIGN
CHANGE ORDER NO. 1 FOR THE HURRICANE CREEK
PHASE 2B SEWER PROJECT

WHEREAS, the City of Southaven ("City"), pursuant to Mississippi Code Section 31-7-13, previously solicited bids for the Hurricane Creek Phase 2B Sewer Project ("Project") whereby Argo Construction Corporation ("Argo") was the lowest and best bid; and

WHEREAS, it has been recommended by the City Engineers and Project consulting engineers to allow for an increased amount of time for Argo due to rain and flood delays as set forth in Exhibit A; and

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

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

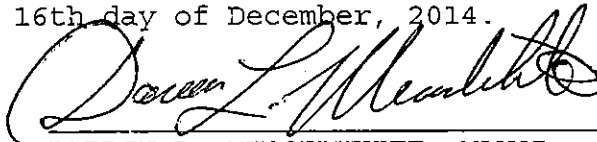
1. Pursuant to Mississippi Code 31-7-13(g), the Change Order No. 1 for the Project is not a new undertaking or outside the original scope of the contract and is commercially reasonable and not being done to circumvent the public purchasing statutes, the City Board approves the Change Order by granting additional time in the amount of 46 days with the contract end date extended until January 14, 2015.
2. The Mayor is authorized to take all actions to effectuate the intent of this Resolution.

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

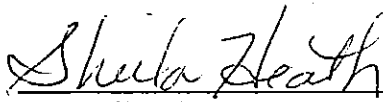
Minutes, City of Southaven, Southaven, Mississippi

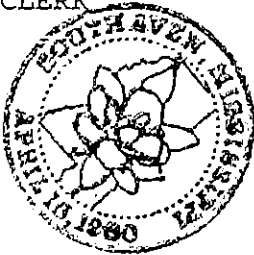
Alderman William Brooks	YES
Alderman Kristian Kelly	YES
Alderman Shirley Beshears	YES
Alderman George Payne	YES
Alderman Joel Gallagher	YES
Alderman Scott Ferguson	YES
Alderman Raymond Flores	YES

ORDERED AND DONE, this 16th day of December, 2014.


DARREN L. MUSSELWHITE, MAYOR

ATTEST:


CITY CLERK



NPFLF22
9/22/2004

OWNER: City of Southaven
CONTRACTOR: Argo Construction Corporation
DATE: 11/19/2014 LOAN NUMBER: SRF-C280 910-01
CHANGE ORDER NUMBER: 1 CONTRACT NUMBER: 3
PROJECT NAME Hurricane Creek Pump Station - Phase 2B, Hurricane Creek at McIngvale Road
REASON FOR CHANGE: Time extension due to rain and flood delays caused by abnormal weather.

ITEM NO.	DESCRIPTION OF CHANGE(S) (QUANTITIES, ETC.)	UNIT COST	TOTAL CONTRACT	TOTAL ELIGIBLE COST
			TOTAL	TOTAL ELIGIBLE
	ORIGINAL CONTRACT AMOUNT:		\$ 1,887,080.00	\$1,887,080.00
	CURRENT CONTRACT AMOUNT:		\$ 1,887,080.00	\$1,887,080.00
	THIS CONTRACT CHANGE:		() \$ n/a	() \$ n/a
	REVISED CONTRACT AMOUNT:		\$ n/a	\$ n/a
	CURRENT CONTRACT COMPLETION DATE:		11/29/2014	11/29/2014
	TIME EXTENSION REQUIRED BY CHANGE:		46 days	46 days
	REVISED CONTRACT COMPLETION DATE:		01/14/2015	01/14/2015

12-19-14
DATE

Minutes, City of Southaven, Southaven, Mississippi

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI GRANTING CONDITIONAL USE PERMIT GRANTED TO JONATHAN AND ELIZABETH ANDREWS FOR CONSIGNMENT STORE AT 250 STATELINE ROAD, SOUTHAVEN, MISSISSIPPI

WHEREAS, the City of Southaven's ("City") Planning Commission previously held a hearing on November 24, 2014 for the conditional use permit ("permit") application of Jonathan and Elizabeth Andrews for a conditional use permit; and

WHEREAS, "Conditional Use" is defined in the City Code of Ordinances at Title XIII, Chapter 1, Section 13-1(b) as "a use that would not be appropriate generally or without restrictions throughout the zoning district but which, if controlled as to number, area, location or relation to the neighborhood, would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare;" 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, pursuant to Mississippi Code Ann. Sections 21-17-5, the City has the 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; and

WHEREAS, based on findings of the City Planning Commission at the hearing and City Code of Ordinances Title XIII, Chapter 12, Section M as it relates to distance requirements and findings as further set forth in Exhibit A to this Resolution, the City's Planning Commission recommends, subject to the City Board's revocation, a one (1) year conditional use permit with a four (4) year extension to be renewed annually at the discretion of the City Board of Aldermen, pursuant to its discretion as set forth in the City Code of Ordinances at Title XIII, Chapter 9, Section 13-9(a); and

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

1. Subject to the Board's revocation for violation of the conditional use permit or ordinances, the City Board hereby grants Jonathan and Elizabeth Andrews a conditional use permit for one (1) year with a four (4) year extension to be renewed annually at the discretion of the City Board of Aldermen.
2. The Mayor and City Planning Director or their designee are authorized to take any and all action to effectuate the intent of this Resolution.

Minutes, City of Southaven, Southaven, Mississippi

Following the reading of this Resolution, it was introduced by Alderman Kelly and seconded by 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	YES
Alderman Scott Ferguson	YES
Alderman Raymond Flores	YES

RESOLVED AND DONE this 16th day of December, 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 16th day of December, 2014.

CITY OF SOUTHAVEN, MISSISSIPPI

BY 
DARREN MUSSELWHITE, MAYOR

ATTEST:


CITY CLERK



Minutes, City of Southaven, Southaven, Mississippi

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



Date of Hearing:	November 24, 2014
Public Hearing Body:	Planning Board Commission
Applicant:	Johnathan and Elizabeth Andrews 8266 Farmington Drive East 662-316-1800
Total Acreage:	N/A
Existing Zone:	General Commercial (C-3)
Location of Conditional Use Application:	North side of Stateline Road, west of Airways Blvd.
Requirements for CUP:	
Consignment stores shall be allowed in the Hwy. 51 and Main Street district via a conditional use permit and so as there is not an existing consignment shop within a ½ mile radius from the proposed site.	
Comprehensive Plan Designation:	Commercial
Staff Comments:	The applicant is requesting a conditional use permit to allow a consignment shop at 250 Stateline Road in an existing single tenant building on the north side of Stateline Road, between I-55 and Airways. There is no existing consignment establishment located in the vicinity of this address. There is an antique shop just west of the site; however, the City ordinance classifies these two uses as separate and therefore staff will not include it as part of this application.
Staff Recommendations:	Per the ordinance that was approved in July 2012, these types of establishments are allowed via the ½ mile radius rule. Staff has windowed surveyed the area and found two other consignment stores on Main Street more than ½ a mile in distance. That being said, this site shall be designated as compliant with the requirements. Staff recommends approval for (1) year conditional use permit with a four (4) year extension to be renewed annually.

Minutes, City of Southaven, Southaven, Mississippi



The City of Southaven Docket Recap December 16, 2014

General Fund		971,627.73
Balance Sheet		
Mayor Admin	317.78	
Arts And Cultural Affairs	2,326.25	
Court	97,641.45	
Finance & Administration	1,156.64	
Information Technology	11,808.13	
City Clerk	1,147.99	
Planning & Engineering	46,436.89	
Police	57,479.66	
Fire	24,774.90	
Fire Prevention	207.78	
EMS	31,946.94	
Public Works	14,409.65	
Streets	3,723.71	
Parks	33,580.28	
Park Tournaments	128.08	
Code Enforcement	1,729.61	
City Fuel	-	
Expense Accounts	430,686.33	
Administrative Expenses	1,035.00	
Litigation	22,166.33	
Liability Insurance	181,841.00	
Professional Dues	7,083.33	
Bond Funded CAP Proj		
Tourist & Convention		13,299.01
Debt Service		11,491.54
Utility Fund		494,741.95
Sanitation Fund		106,888.43
DOCKET TOTAL		1,598,048.66

Minutes, City of Southaven, Southaven, Mississippi

12/11/2014 14:38 1340ppyle		CITY OF SOUTHAVEN FY 2015 CLAIMS DOCKET C-121614		munis ENTERPRISE		P 1 apiavgla
YEAR/PERIOD: 2015/1	TO 2015/3	PO	YEAR/PA TYP E	WARRANT	CHECK	DESCRIPTION
ACCOUNT/VENDOR	INVOICE					
111 MAYOR ADMIN DEPARTMENT						
0010-100-111-00-510400-			OFFICE SUPPLIES			
022718 CARD SERVICES	12314		2015 3 INV A	37.00	C-121614	SKITS/SANTA, SOUTHER
			ACCOUNT TOTAL	37.00		
0010-100-111-00-676900- TRAVEL & TRAINING						
007507 DESOTO COUNTY ECONOM 560			2015 3 INV A	25.00	C-121614	4TH QTR LUNCHRON/MU
020340 MUSHELIARITE DARREN	12314		2015 3 INV A	255.78	C-121614	LUNCHRON, MEETINGS, C
			ACCOUNT TOTAL	280.78		
			ORG 111 TOTAL	317.78		
120 ARTS AND CULTURAL AFFAIRS						
0010-400-120-00-610400-			OFFICE SUPPLIES			
006695 MID SOUTH DIGITAL	473993		2015 3 INV A	826.89	C-121614	A1862-ARTS/CULTURAL
			ACCOUNT TOTAL	826.89		
0010-400-120-00-622100- PROFESSIONAL FEES						
004489 JOHNSON CINDY	85-14		2015 3 INV A	540.00	C-121614	AEROBICS INSTRUCTOR
013302 McMULLIN GLORIA	011-14		2015 3 INV A	240.00	C-121614	LINE DANCE CLASS
013370 MARY J. CAIN	26-14		2015 3 INV A	60.00	C-121614	LINE DANCE CLASS
016884 MCARTHUR MARGARET	161-14		2015 3 INV A	105.00	C-121614	ART TEACHER
016884 MCARTHUR MARGARET	162-14		2015 3 INV A	105.00	C-121614	ART TEACHER
				210.00		
017200 SMITH JOYCE W	127-14		2015 3 INV A	25.00	C-121614	YOGA INSTRUCTOR
017200 SMITH JOYCE W	128-14		2015 3 INV A	25.00	C-121614	YOGA INSTRUCTOR
				50.00		
018947 ROSSINS JANICE	11-14		2015 3 INV A	90.00	C-121614	YOGA INSTRUCTOR
021029 CAIN LINDA A	41-14		2015 3 INV A	60.00	C-121614	LINE DANCE CLASS
021382 PETTY CASH	113014		2015 3 INV A	186.42	C-121614	PARKS - PETTY CASH
			ACCOUNT TOTAL	1,436.42		
0010-400-120-00-620404- HOMETOWN MISSISSIPPI LIVING						
001361 SAM'S CLUB DIRECT	111314		2015 3 INV A	62.94	C-121614	SUPPLIES
			ACCOUNT TOTAL	62.94		
			ORG 120 TOTAL	2,326.25		

12/11/2014 14:38 1340ppyle		CITY OF SOUTHAVEN FY 2015 CLAIMS DOCKET C-121614		munis ENTERPRISE		P 2 apiavgla
YEAR/PERIOD: 2015/1	TO 2015/3	PO	YEAR/PA TYP A	WARRANT	CHECK	DESCRIPTION
ACCOUNT/VENDOR	INVOICE					
115 COURT DEPARTMENT						
COURT BOND REFUND						
0010-100-125-00-621500-			2015 3 INV A	252.00	C-121614	CASH BOND REFUND
022649 MENDOZA NELSON	12314					
022651 JORDAN CHEAM CHANTIS	12314		2015 3 INV A	200.00	C-121614	CASH BOND REFUND
022652 CLEMENTS JEREMY NEAL	12314		2015 3 INV A	692.00	C-121614	CASH BOND REFUND
022653 AVILA ALVARO	12314		2015 3 INV A	267.00	C-121614	CASH BOND REFUND
			ACCOUNT TOTAL	1,611.00		
0010-100-125-00-621501- COURT FEES						
000955 STATE TREASURER	120114		2015 3 INV A	83,027.20	C-121614	MONTHLY STATE ASSES
000962 CRIME STOPPERS	120114		2015 3 INV A	1,420.15	C-121614	MONTHLY C RIME STOP
000963 DEPT OF PUBLIC SAFET	112614		2015 3 INV A	1,750.20	C-121614	MONTHLY IGNITION IN
000963 DEPT OF PUBLIC SAFET	120114		2015 3 INV A	1,000.00	C-121614	MONTHLY IGNITION IN
000963 DEPT OF PUBLIC SAFET	120114B		2015 3 INV A	5,950.75	C-121614	MONTHLY I.W.R.C.P.
				8,700.75		
			ACCOUNT TOTAL	93,156.10		
0010-100-125-00-621505- COURT SUPPLIES						
006685 MID SOUTH DIGITAL	473988		2015 3 INV A	18.76	C-121614	A2761 COPIER - COUR
006685 MID SOUTH DIGITAL	473989		2015 3 INV A	5.37	C-121614	A2762 COPIER - COUR
006685 MID SOUTH DIGITAL	474193		2015 3 INV A	117.21	C-121614	A4675 COPIER - COUR
				141.34		
007600 OFFICE DEPOT	740752391001		2015 3 INV A	50.05	C-121614	SUBPOENA STAMPS
007600 OFFICE DEPOT	741427716001		2015 3 INV A	45.89	C-121614	2 HOLE PUNCH PRONG
007600 OFFICE DEPOT	741427794001		2015 3 INV A	4.17	C-121614	STICKY NOTES
				100.11		
012714 IRON MOUNTAIN	KXV9141		2015 3 INV A	2,401.91	C-121614	SECURE STORAGE SERV
012136 AT&T	280836771214		2015 3 INV A	230.99	C-121614	PHONE SERVICE - CO
			ACCOUNT TOTAL	2,876.35		
0010-100-125-00-622100- PROFESSIONAL SERVICES						
022076 EMERSON ADAM	12314		2015 3 INV A	100.00	C-121614	SPECIAL PUBLIC DEPR
			ACCOUNT TOTAL	100.00		
			ORG 125 TOTAL	97,641.45		

12/11/2014 14:38 CITY OF SOUTHAVEN FY 2013 CLAIMS DOCKET C-121614 munis 3
1590ppyle syinvla

12/11/2014 14:38 CITY OF SOUTHAVEN
1548ppyla FY 2015 CLAIMS DOCKET C-121624 munis
apinvgla

YEAR/PERIOD: 2015/1	TO 2015/3	INVOICE	FO	YEAR/PR TYP S	WARRANT	CHCK	DESCRIPTION
0010-100-150-00-612500-				UNIFORMS			
014106 HERO GEAR	991		2015	3 INV A	144.00	C-121614	K. BROOKS 2015 ALLO
014106 HERO GEAR	992		2015	3 INV A	246.00	C-121614	L. RANDE 2015 ALLO
014106 HERO GEAR	993		2015	3 INV A	88.00	C-121614	J. POOLE 2015 ALLO
					478.00		
				ACCOUNT TOTAL	478.00		
0010-100-150-00-614000-				GASOLINE/OIL			
006919 FUELMAN	NP42047278		2015	3 INV A	137.77	C-121614	ITHC FUEL
006919 FUELMAN	NP43068021		2015	3 INV A	129.42	C-121614	ITHC FUEL
					277.19		
				ACCOUNT TOTAL	277.19		
			ORG 150	TOTAL	11,808.13		
155			CITY CLERK				
0010-100-155-00-610400-				OFFICE SUPPLIES			
007600 OFFICE DEPOT	742129510001		2015	3 INV A	84.06	C-121614	OFFICE SUPPLIES
				ACCOUNT TOTAL	84.06		
0010-100-155-00-610401-				OFFICE SUPPLY-INVENTORY			
004975 BAREFIELD & CO INC	916228-0		2015	3 INV A	18.76	C-121614	DESK CALANDARS/CITY
004975 BAREFIELD & CO INC	918166-0		2015	3 INV A	34.84	C-121614	DESK CALANDARS/CITY
					53.60		
				ACCOUNT TOTAL	53.60		
0010-100-155-00-525700-				TELEPHONE & POSTAGE			
000166 AT&T	030381481214		2015	3 INV A	412.95	C-121614	PHONE SERVICES-CITY
018521 SOUTHERN TELECOMM	112514		2015	3 INV A	373.38	C-121614	PHONE SERVICES, ALA
				ACCOUNT TOTAL	786.33		
0010-100-155-00-626900-				TRAVEL & TRAINING			
001230 HEATH, SHEILA	121014		2015	3 INV A	224.00	C-121614	MMCA CONF JACKSON/
				ACCOUNT TOTAL	224.00		
			ORG 155	TOTAL	1,147.99		
180			PLANNING / ENGINEERING DEPT				
0010-100-180-00-610400-				OFFICE SUPPLIES			
005695 MID GOUTH DIGITAL	474059		2015	3 INV A	7.95	C-121614	AL860 COPIER - BUIL
				ACCOUNT TOTAL	7.95		

Minutes, City of Southaven, Southaven, Mississippi

YEAR/PERIOD: 2015/1 TO 2015/3				PO	YEAR/PR TYP #	WARRANT	CHECK	DESCRIPTION
ACCOUNT/VENDOR		INVOICE						
0010-100-180-00-611300-								
002152 DEPARTMENT OF REVENUE 12214								
0010-100-180-00-612500-								
000983 PARAMOUNT UNIFORMS R 0268209								
000983 PARAMOUNT UNIFORMS R 267274								
000983 PARAMOUNT UNIFORMS R 268602								
001011 M & M PROMOTIONS 78408								
0010-100-180-00-622100-								
000983 PARAMOUNT UNIFORMS R 0268086								
001363 DAVIS W. E. "SLOGG" 10-28-14								
018221 CIVIL-LINK, LLC 41135								
018221 CIVIL-LINK, LLC 41140								
018221 CIVIL-LINK, LLC 41141								
018221 CIVIL-LINK, LLC 41150								
0010-100-180-00-630600-								
000189 HOMER SKELTON FORD 111823								

12/11/2014 14:38 1340ppyla							CITY OF SOUTHAVEN FY 2015 CLAIMS DOCKET C-121614		munis City of Southaven		P apiavgla	
YEAR/PERIOD: 2015/1 TO 2015/3		INVOICE	PO	YEAR/PR	TYP #	WARRANT	CHECK	DESCRIPTION				
ACCOUNT/VENDOR												
ACCOUNT TOTAL						1,561.87						
MAINTENANCE VEHICLES												
0010-200-211-00-611300-												
000407 BILL POWLER'S BODYWO 157585						2015 3 INV A	911.90	C-121614	3001-REFINISH PERLT			
000407 BILL POWLER'S BODYWO 15788						2015 3 INV A	440.72	C-121614	3110-POLISH,REPLACK			
						1,352.62						
000474 GLEN'S GARAGE 7739						2015 3 INV A	200.00	C-121614	3078-THROTTLE BODY			
000650 O & W DIESEL SERVICE 309333						2015 3 INV A	305.00	C-121614	3096-STRIP EQUIPMEN			
000650 O & W DIESEL SERVICE 311211						2015 3 INV A	475.00	C-121614	3 UNITS - RADIO'S I			
000650 C & W DIESEL SERVICE 311214						2015 3 INV A	112.50	C-121614	2371-WESLEN LVL TUB			
						972.50						
000669 CAMPER CITY USA INC 643066						2015 3 INV A	165.00	C-121614	MOTOR TRAILER SWAY			
000836 COUNTRY FORD INC 299427						2015 3 INV A	302.28	C-121614	3064-SHOCK ABSORBER			
000836 COUNTRY FORD INC 299600						2015 3 INV A	651.87	C-121614	3067-ALTERNATOR ASS			
000836 COUNTRY FORD INC 299640						2015 3 INV A	149.95	C-121614	3095-BATTERY			
000836 COUNTRY FORD INC 299647						2015 3 INV A	286.51	C-121614	1333-O/C AC PLUGH,			
000836 COUNTRY FORD INC 299657						2015 3 INV A	612.66	C-121614	2777-GASKETS,SEALS,			
000836 COUNTRY FORD INC 299672						2015 3 INV A	105.95	C-121614	1333-REPLACE BELT			
						2,109.22						
001102 SOUTHAVEN SUPPLY 148014						2015 3 INV A	4.82	C-121614	MOTOR TRAILER NUTS/			
001104 SUGRWIN WILLIAMS 600 2137-9						2015 3 INV A	62.05	C-121614	NEGOTIATIONS VAN			
001114 UNION AUTO PARTS 279824						2015 3 INV A	19.80	C-121614	BULB			
001114 UNION AUTO PARTS 280689-00						2015 3 INV A	257.43	C-121614	149664-00, UNAPPLIE			
001114 UNION AUTO PARTS 282075-00						2015 3 INV A	195.20	C-121614	3078-THROTTLE BODY			
						472.83						
001962 IDEAL TIRE SALES 448142						2015 3 INV A	72.00	C-121614	2253-MT & BAL			
001962 IDEAL TIRE SALES 448205						2015 3 INV A	48.00	C-121614	3009-MT & BAL			
001962 IDEAL TIRE SALES 448212						2015 3 INV A	57.00	C-121614	3065-MT & BAL			
001962 IDEAL TIRE SALES 448275						2015 3 INV A	17.00	C-121614	3105-FLAT REPAIR			
001962 IDEAL TIRE SALES 448280						2015 3 INV A	40.00	C-121614	3104-MT & BAL			
001962 IDEAL TIRE SALES 448282						2015 3 INV A	80.00	C-121614	3105-MT & BAL			
001962 IDEAL TIRE SALES 448315						2015 3 INV A	40.00	C-121614	3044-MT & BAL			
001962 IDEAL TIRE SALES 448321						2015 3 INV A	264.95	C-121614	3084-O/C BRAKE,SVC,			
001962 IDEAL TIRE SALES 448328						2015 3 INV A	48.00	C-121614	2777-MT & BAL			
001962 IDEAL TIRE SALES 448341						2015 3 INV A	46.00	C-121614	2271-MT & BAL			
001962 IDEAL TIRE SALES 448483						2015 3 INV A	54.95	C-121614	3060-O/C			
001962 IDEAL TIRE SALES 448501						2015 3 INV A	40.00	C-121614	30968-MT & BAL			
001962 IDEAL TIRE SALES 448531						2015 3 INV A	18.00	C-121614	3038-FLAT REPAIR			
001962 IDEAL TIRE SALES 448572						2015 3 INV A	96.00	C-121614	1333-MT & BAL			

Minutes, City of Southaven, Southaven, Mississippi

12/11/2014 14:38 1540ppyls							
CITY OF SOUTHAVEN FY 2015 CLAIMS DOCKET C-121614							
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YEAR/PERIOD: 2015/1 TO 2015/3	INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION	
ACCOUNT/VENDOR							
						921.90	
005044 LOWE'S HOME CENTERS, 911433			2015 3 INV A	36.06	C-121614	SUPPLIES	
006706 LANDERS DODGE 182057			2015 3 INV A	36.45	C-121614	3104-O/C	
006706 LANDERS DODGE 182132			2015 3 INV A	34.98	C-121614	1024-O/C	
006706 LANDERS DODGE 182477			2015 3 INV A	36.45	C-121614	VIN #7393-O/C	
006706 LANDERS DODGE 182493			2015 3 INV A	36.45	C-121614	3098-O/C	
						144.30	
007304 O'REILLYS AUTO PARTS 1257-178259			2015 3 INV A	87.17	C-121614	1257-70259, 174709-B	
007304 O'REILLYS AUTO PARTS 1791-318662			2015 3 INV A	5.19	C-121614	TRANS FLUID	
						92.36	
011610 SOUTHERN THUNDER 301346			2015 3 INV A	577.65	C-121614	3055-TIRES AND BRAK	
011610 SOUTHERN THUNDER 301347			2015 3 INV A	201.76	C-121614	3056-ELECTRICAL PLU	
						779.41	
013650 BATTERING PLUG 37410205401			2015 3 INV A	37.51	C-121614	88551 CREDIT APPLIE	
019912 GOODYEAR TIRE 41296079			2015 3 INV A	1,570.59	C-121614	TIRES - STATE CONTR	
019912 GOODYEAR TIRE 41296550			2015 3 INV A	1,386.00	C-121614	1333-TIRES NEG VAN	
						2,956.08	
022655 JONES DECAL 92			2015 3 INV A	250.00	C-121614	VINYL - FORD	
						ACCOUNT TOTAL	
						10,556.67	
0010-200-211-00-612200-			MAINTENANCE EQUIPMENT & BUILD				
001104 SHERWIN WILLIAMS SOU 1082-7			2015 3 INV A	67.18	C-121614	ANDERSON/SHELTON'S	
001104 SHERWIN WILLIAMS SOU 3784-0			2015 3 INV A	86.18	C-121614	CAPTAIN'S HALL AND	
						153.36	
005044 LOWE'S HOME CENTERS, 911536			2015 3 INV A	32.25	C-121614	SUPPLIES	
021025 SCHILLING SERVICES 671853			2015 3 INV A	1,050.00	C-121614	EAST-BLDG REPAIRS	
						ACCOUNT TOTAL	
						1,235.61	
0010-200-211-00-612500-			UNIFORMS				
000309 COWBOY CORNER INC 42848			2015 3 INV A	93.46	C-121614	BOOTS/WINK	
300387 SHAPIRO UNIFORMS 471740			2015 3 INV A	278.60	C-121614	INIGUEZ, J. 2015 AL	
000424 A TO Z ADVERTISING 37940			2015 3 INV A	45.00	C-121614	YORK,NICK 2015 ALOT	
000424 A TO Z ADVERTISING 30051			2015 3 INV A	210.00	C-121614	BEANWIZ 8PO LOGO ME	

12/11/2014 14:38 1540ppyls							
CITY OF SOUTHAVEN FY 2015 CLAIMS DOCKET C-121614							
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YEAR/PERIOD: 2015/1 TO 2015/3	INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION	
ACCOUNT/VENDOR							
						255.00	
000650 G & W DIESEL SERVICE 311215			2015 3 INV A	112.50	C-121614	2775-WHURLEN LFL TUR	
005929 KIMBELL MISHA 120814			2015 3 INV A	167.99	C-121614	2015 CLOTHING ALLOT	
012445 ACCURATE LAW ENFOR 6674			2015 3 INV A	263.96	C-121614	BAGGETT, TODD 2015 W	
012445 ACCURATE LAW ENFOR 6636			2015 3 INV A	75.93	C-121614	RUSSELL, CRAIG 2015	
012445 ACCURATE LAW ENFOR 6641			2015 3 INV A	116.07	C-121614	SWAT - DUTY BELTS	
						455.96	
014106 HERO GEAR 960			2015 3 INV A	48.00	C-121614	BARTON, GBAMGINE 20	
014106 HERO GEAR 962			2015 3 INV A	189.00	C-121614	FOX, JUSTIN 2015	
014106 HERO GEAR 965			2015 3 INV A	43.00	C-121614	DELANEY, JEREMY 201	
014106 HERO GEAR 967			2015 3 INV A	114.89	C-121614	WOOD, TIM 2015	
014106 HERO GEAR 907			2015 3 INV A	505.00	C-121614	Barrold, a 2015 all	
						909.89	
014492 LOGAZINO BRETT 12514			2015 3 INV A	197.97	C-121614	2015 UNIFORM ALLOTH	
019126 FENNEL ALANX 12514			2015 3 INV A	228.29	C-121614	2015 UNIFORM ALLOTH	
021916 MIDSOUTH SOLUTIONS 69369			2015 3 INV A	446.55	C-121614	JOHNER, CHASE 2015	
021916 MIDSOUTH SOLUTIONS 69376			2015 3 INV A	311.74	C-121614	RAINSBOLT, C. 2015 A	
021916 MIDSOUTH SOLUTIONS 69379			2015 3 INV A	97.50	C-121614	TOLMAN DRESS - BUN	
021916 MIDSOUTH SOLUTIONS 69380			2015 3 INV A	220.00	C-121614	WODGES, STEPHEN 201	
						1,145.79	
						ACCOUNT TOTAL	
						3,845.45	
0010-200-211-00-614000-			FUEL & OIL				
006919 FUELMAN NP42853825			2015 3 INV A	5,945.88	C-121614	11/17-11/23/14 FUEL	
006919 FUELMAN NP42090655			2015 3 INV A	5,488.98	C-121614	11/24-11/30/14 FUEL	
						11,434.87	
						ACCOUNT TOTAL	
						11,434.87	
0010-200-211-00-612500-			JAIL FREE				
000964 DESOTO COUNTY SHERIF 120914			2015 3 INV A	8,000.00	C-121614	INMATE HOUSING FOR	
000964 DESOTO COUNTY SHERIF 120914B			2015 3 INV A	297.00	C-121614	INMATE MEDICAL AND	
						8,297.00	
						ACCOUNT TOTAL	
						8,297.00	
0010-200-211-00-622100-			PROFESSIONAL SERVICES				
000615 PAYNES LOCKSMITH SER 7662			2015 3 INV A	65.00	C-121614	EAST PRICINCT KEYS	

Minutes, City of Southaven, Southaven, Mississippi

12/11/2014 14:38 1540ppyle		CITY OF SOUTHAVEN FY 2015 CLAIMS DOCKET C-121614		munis 20150101-20151231 P 9 apinevgla			
YEAR/PERIOD: 2015/1 TO 2015/3	ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
	001390 DFB CRIME LAB	90011054		2015 3 INV A	300.00	C-121614	ANALYTICAL FERS
	006685 MID SOUTH DIGITAL	473990		2015 3 INV A	184.43	C-121614	A1364 MARC COPIER
	006685 MID SOUTH DIGITAL	474107		2015 3 INV A	293.55	C-121614	A3957 BOOKING COPIR
	006685 MID SOUTH DIGITAL	474136		2015 3 INV A	1,217.95	C-121614	A1282 RECORDS
	006685 MID SOUTH DIGITAL	474206		2015 3 INV A	5.99	C-121614	A4738 EAST PRINCINCT
	006685 MID SOUTH DIGITAL	474253		2015 3 INV A	68.42	C-121614	G0789-4 SMALL COPIE
	006685 MID SOUTH DIGITAL	474280		2015 3 INV A	170.27	C-121614	G5401-AA974-M4973 C
					1,940.61		
				ACCOUNT TOTAL	2,305.61		
	0010-200-211-00-625700- 018521 SOUTHERN TELECOMMUNI	112614		TELEPHONE & POSTAGE 2015 3 INV A	598.18	C-121614	PHONE SERVICES, ALA
	019948 CRITICAL ALERT	724682567		2015 3 INV A	643.80	C-121614	PAGERS/SPD
				ACCOUNT TOTAL	1,241.98		
	0010-200-211-00-625000- 000966 ENTERGY	109597221214		UTILITYS 2015 3 INV A	20.60	C-121614	2009 STARLANDING RD
	000966 ENTERGY	109597241214		2015 3 INV A	19.89	C-121614	165 STARLANDING RD
	000966 ENTERGY	168377831214		2015 3 INV A	21.28	C-121614	3005 COLLEGE RD
	000966 ENTERGY	168380051214		2015 3 INV A	20.01	C-121614	4830 AIRWAYS BLVD
	000966 ENTERGY	176235701214		2015 3 INV A	21.70	C-121614	6952 ELMORE CD STAR
					105.48		
				ACCOUNT TOTAL	105.48		
	0010-200-211-00-626102- 000424 A TO Z ADVERTISING	37729		PUBLIC RELATIONS 2015 3 INV A	226.94	C-121614	SCOUTS SHIRTS SPD
	001361 BAM'S CLUB DIRECT	05014		2015 3 INV A	835.30	C-121614	SUPPLIES
	022718 CAPD SERVICES	12114		2015 3 INV A	211.90	C-121614	SKMYS/SAMTA,SOUTHER
				ACCOUNT TOTAL	1,294.14		
	0010-200-211-00-626500- 003016 M.N.O.D.A.	121614MAG		TRAVEL & TRAINING 2015 3 INV A	80.00	C-121614	K9 MAG CERT/S HODGE
	014006 YONKUM BRETT	120814		2015 3 INV A	336.00	C-121614	PER DISM FOR LAW EN
	017353 FOX JUSTIN	120814		2015 3 INV A	336.00	C-121614	PER DISM FOR LAW EN
				ACCOUNT TOTAL	752.00		
	0010-200-211-00-630400- 000424 A TO Z ADVERTISING	10050		MACHINERY & EQUIPMENT 2015 3 INV A	1,770.00	C-121614	RAIN JACKETS SPD



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CITY OF SOUTHAVEN
FY 2015 CLAIMS DOCKET C-121614

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YEAR/PERIOD: 2015/1 TO 2015/3	ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
	022529 STROHMAN ENTERPRISE	11753	15000049	2015 3 INV A	2,984.79	C-121614	RAILS
				ACCOUNT TOTAL	4,754.79		
	0010-200-211-00-661800- 003549 STATE OF MS TREASURY	120814		CONFISCATED FUNDS-LOCAL 2015 3 INV A	9,417.45	C-121614	FORFEITED FUNDS PAI
				ACCOUNT TOTAL	9,417.45		
				ORG 211 TOTAL	56,875.86		
	290 0010-200-290-00-610600- 022719 UNB CARD SERVICES	130114		FIRE DEPARTMENT COMPUTER LICENSE 2015 3 INV A	440.00	C-121614	SUPPLIES
				ACCOUNT TOTAL	440.00		
	0010-200-290-00-611000- 000795 MIDA MAPS	902442		MATERIALS 2015 3 INV A	625.00	C-121614	MAP BOOKS
	001361 BAM'S CLUB DIRECT	001381		2015 3 INV A	167.48	C-121614	HALLOWEEN CANDY FOR
	005044 LOWE'S HOME CENTERS	909340		2015 3 INV A	5.64	C-121614	SUPPLIES
	019739 STAPLES ADVANTAGE	3250260019		2015 3 INV A	209.97	C-121614	SPACE HEATERS
				ACCOUNT TOTAL	1,248.09		
	0010-200-290-00-611300- 005044 LOWE'S HOME CENTERS	901945		MAINTENANCE VEHICLES 2015 3 INV A	26.59	C-121614	SUPPLIES
	007304 O'REILLYS AUTO PARTS	1257-175468		2015 3 INV A	3.99	C-121614	LIGHTS
	007304 O'REILLYS AUTO PARTS	1791-116767		2015 3 INV A	15.96	C-121614	OIL/TRAVEL TRAINING
					19.95		
	020812 EMERGENCY EQUIPMENT	412545		2015 3 INV A	128.66	C-121614	E-1 NEEDLE COOLANT
	020032 EMERGENCY EQUIPMENT	412658		2015 3 INV A	26.24	C-121614	BERNIE LED LIGHTS
					354.90		
				ACCOUNT TOTAL	401.44		
	0010-200-290-00-612200- 000650 O & W DIESEL SERVICE	134632		MAINTENANCE EQUIPMENT & BUILD 2015 3 INV A	95.00	C-121614	SCBA REPAIRS
	005044 LOWE'S HOME CENTERS	985192		2015 3 INV A	1,078.20	C-121614	SUPPLIES
				ACCOUNT TOTAL	1,173.20		
	0010-200-290-00-614000-			FUEL & OIL			

YEAR/PERIOD: 2015/1 TO 2015/3	INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
ACCOUNT/VENDOR						
006919 FUELMAN	NP42890679		2015 3 INV A	372.94	C-121614	11/24-11/30/14 FUEL
			ACCOUNT TOTAL	372.94		
0010-200-290-00-622100-			PROFESSIONAL SERVICES			
000182 DESOTO FAMILY MEDICA	181166-63		2015 3 INV A	190.00	C-121614	CAVALLO, TOWNSEND D/
005962 TSI	90684937		2015 3 INV A	691.94	C-121614	CALIBRATE AND CLEAN
012541 EMERGENCY MEDICAL RE	10248		2015 3 INV A	1,500.00	C-121614	NOVEMBER 2014 MED C
014403 SOUTHEASTERN SECURIT	16661		2015 3 INV A	55.50	C-121614	APPLICATION PROFILE
014403 SOUTHEASTERN SECURIT	3724		2015 3 INV A	10.50	C-121614	APPLICATION PROFILE
				74.00		
022207 REGION IV MENTAL REA	NOVEMBER-14		2015 3 INV A	975.00	C-121614	NEW HIRE SERVICES
			ACCOUNT TOTAL	3,430.94		
0010-200-290-00-625700-			TELEPHONE & POSTAGE			
000166 AIRT	030047421214		2015 3 INV A	116.17	C-121614	STATION 4/ADMIN PRO
001137 FEDEX	2-864-97491		2015 3 INV A	47.14	C-121614	SHIPPING CHARGES/PA
018521 SOUTHERN TELECOMMUNI	112614		2015 3 INV A	342.93	C-121614	PHONE SERVICES, ALA
			ACCOUNT TOTAL	506.24		
0010-200-290-00-626000-			UTILITIES			
001145 ATMOS ENERGY	301693912148		2015 3 INV A	546.34	C-121614	1940 STATELINE RD W
			ACCOUNT TOTAL	546.34		
0010-200-290-00-626700-			RENTALS			
006695 MID SOUTH DIGITAL	473997		2015 3 INV A	8.09	C-121614	STATION 3-COPIER
006695 MID SOUTH DIGITAL	474110		2015 3 INV A	113.28	C-121614	A4872-ADMIN COPIER
				122.17		
020843 TESS COMPANY	345278		2015 3 INV A	32.95	C-121614	OXYGEN
020843 TESS COMPANY	345358		2015 3 INV A	19.45	C-121614	OXYGEN
				52.40		
			ACCOUNT TOTAL	174.57		
0010-200-290-00-626900-			TRAVEL & TRAINING			
001077 IAAI INTERNATIONAL O	12314		2015 3 INV A	100.00	C-121614	R. WHITE/MEMBERSHIP
001416 NFPA	6283296Y		2015 3 INV A	1,516.98	C-121614	BOOKS

YEAR/PERIOD: 2015/1 TO 2015/3	INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
ACCOUNT/VENDOR						
005044 LOWE'S HOME CENTERS.	902076B		2015 3 INV A	15.64	C-121614	SUPPLIES
017028 LOGAN ADTHOR	120914		2015 3 INV A	39.15	C-121614	PER DIEM MEAL REIMB
019098 WALKER CHAD	111914		2015 3 INV A	53.04	C-121614	MS STATE FIRE ACADE
019098 WALKER CHAD	112914		2015 3 INV A	42.09	C-121614	MS STATE FIRE ACADE
				97.93		
019739 STAPLES ADVANTAGE	3250260018		2015 3 INV A	54.99	C-121614	205 I-PAD DOCK
			ACCOUNT TOTAL	1,824.69		
0010-200-290-00-620400-			MACHINERY & EQUIPMENT			
000701 SUNBELT FIRE APPARAT	88252	15000069	2015 3 INV A	9,050.00	C-121614	HURST COMBI TOOL
020832 EMERGENCY EQUIPMENT	412559	15000040	2015 3 INV A	3,904.54	C-121614	BOATS AND VESTS
021471 W L CONSTRUCTION SUP	5440		2015 3 INV A	409.99	C-121614	DIAMOND BLADE FOR T
			ACCOUNT TOTAL	14,244.53		
			ORG 290 TOTAL	24,362.96		
295			FIRE PREVENTION			
0010-200-295-00-611000-			MATERIALS			
019739 STAPLES ADVANTAGE	3250260020		2015 3 INV A	107.78	C-121614	BOXES
			ACCOUNT TOTAL	107.78		
0010-200-295-00-626900-			TRAVEL & TRAINING			
022633 NAWCEA	12314		2015 3 INV A	100.00	C-121614	CENTRY/MEMBERSHIP D
			ACCOUNT TOTAL	100.00		
			ORG 295 TOTAL	207.78		
297			EMS			
0010-200-297-00-610701-			MEDICAL SUPPLIES			
000335 MOORE MEDICAL CORP	984550991		2015 3 INV A	311.23	C-121614	HEI & ATROPHINE
000335 MOORE MEDICAL CORP	984553641	15000074	2015 3 INV A	168.13	C-121614	MEDICAL SUPPLIES
				479.36		
015430 ZOLL MEDICAL CORPORA	2106433		2015 3 INV A	389.64	C-121614	ELECTRODES
015430 ZOLL MEDICAL CORPORA	2108176		2015 3 INV A	334.42	C-121614	THERMAL PAPER/MEDIC
				724.06		
016050 HENRY SCHRYN INC	15127057	15000076	2015 3 INV A	680.00	C-121614	MEDICAL SUPPLIES
021392 MERCURY MEDICAL	679982	15000008	2015 3 INV A	55.68	C-121614	MEDICAL SUPPLIES

11/11/2014 14:38 1540ppyle CITY OF SOUTHAVEN FY 2015 CLAIMS DOCKET C-121614 munis 13 epinvyla						
YEAR/PERIOD: 2015/1 TO 2015/3	ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK DESCRIPTION
				ACCOUNT TOTAL	1,939.10	
	0010-200-297-00-611300-			MOTOR VEH REPAIRS/MAINT		
	000189 HOMER SKELTON FORD	6010422		2015 3 INV A	235.00	C-121614 U-2 REAR HEATER
	000189 HOMER SKELTON FORD	6010524		2015 3 INV A	370.90	C-121614 U-2 WRENCH LIGHT
	000189 HOMER SKELTON FORD	6010756		2015 3 INV A	104.52	C-121614 U-4 OIL CHANGE
	000189 HOMER SKELTON FORD	6010830		2015 3 INV A	584.96	C-121614 U-1 OIL PRESSURE GA
					1,309.38	
	000691 NORTH MISSISSIPPI TI	60232		2015 3 INV A	096.28	C-121614 U-3 TIRES
				ACCOUNT TOTAL	2,199.66	
	0010-200-297-00-620901-			BILLING SERVICES		
	011137 ACCENT	U0025363001A		2015 3 INV A	435.24	C-121614 EMS BILLING REFUND
	011137 ACCENT	U0025363001B		2015 3 INV A	430.62	C-121614 EMS BILLING REFUND
	011137 ACCENT	U0025363001C		2015 3 INV A	430.64	C-121614 EMS BILLING REFUND
					1,276.50	
	018772 MEDICAL ACCOUNTS RBC	64494-IN		2015 3 INV A	4,008.65	C-121614 NOVEMBER 2014 EMS B
	019311 CREDIT BUREAU SYSTEM	3074000000		2015 3 INV A	829.08	C-121614 NOVEMBER 2014 EMS C
	020964 CIGNA	U0930958403		2015 3 INV A	441.15	C-121614 EMS BILLING REFUND
	021716 FRANKLIN CRYSTAL	202-130612		2015 3 INV A	136.40	C-121614 EMS BILLING REFUND
	992481 MELTONSHIRLEY	141015		2015 3 INV A	108.13	C-121614 EMS BILLING REFUND
				ACCOUNT TOTAL	6,799.91	
	0010-200-297-00-626900-			TRAVEL & TRAINING		
	000718 MOLLINS DANNY	12214		2015 3 INV A	86.16	C-121614 EMS LICENSE REIMBUR
	005317 WALLACE LANCE W	312914		2015 3 INV A	230.53	C-121614 EMS EXPO/NASHVILLE
	022224 SECTC	6441		2015 3 INV A	83.00	C-121614 CPR CARDS
	022647 NATIONAL HEALTHCARE	12-1-2014		2015 3 INV A	400.00	C-121614 MCDANIEL/MCELHANNON
				ACCOUNT TOTAL	779.69	
	0010-200-297-00-630400-			MACHINERY AND EQUIPMENT		
	021908 STRYKER	1612070M	15000034	2015 3 INV A	20,228.58	C-121614 POWER LIFT COT UNIT
				ACCOUNT TOTAL	20,228.58	
			ORG 297	TOTAL	31,946.94	

11/11/2014 14:38 1540ppyle CITY OF SOUTHAVEN FY 2015 CLAIMS DOCKET C-121614 munis 14 epinvyla						
YEAR/PERIOD: 2015/1 TO 2015/3	ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK DESCRIPTION
	311			PUBLIC WORKS DEPARTMENT		
	0010-300-311-00-611000-			MATERIALS		
	000661 BULLFROG AMOCO	5440271		2015 3 INV A	80.00	C-121614 MATERIALS FOR EQUIP
	000665 DESOTO COUNTY COOPER	10088		2015 3 INV A	52.00	C-121614 RYEGRASS SEEDS
	000759 LEHMAN ROBERTS CO	28503		2015 3 INV A	647.50	C-121614 MATERIALS
	000759 LEHMAN ROBERTS CO	28594		2015 3 INV A	940.00	C-121614 MATERIALS
	000759 LEHMAN ROBERTS CO	28671		2015 3 INV A	267.25	C-121614 MATERIALS
	000759 LEHMAN ROBERTS CO	28739		2015 3 INV A	1,380.21	C-121614 MATERIALS
					3,242.96	
	001102 SOUTHAVEN SUPPLY	3505		2015 3 INV A	123.79	C-121614 MATERIALS
	001114 UNION AUTO PARTS	280689-00		2015 3 INV A	-79.62	C-121614 149664-00, UNAPPLIE
	001320 MARTIN MACHINE WORKS	817		2015 3 INV A	618.00	C-121614 MATERIALS
	002869 VULCAN CONSTRUCTION	10802129	15000092	2015 3 INV A	3,992.02	C-121614 CRUSHED LIMESTONE
	002869 VULCAN CONSTRUCTION	10015421		2015 3 INV A	686.55	C-121614 MATERIALS
					4,678.57	
	013793 HERNANDO REDI MIX	13687		2015 3 INV A	281.25	C-121614 MATERIALS
	013793 HERNANDO REDI MIX	13713		2015 3 INV A	235.00	C-121614 MATERIALS
					516.25	
				ACCOUNT TOTAL	9,231.95	
	0010-300-311-00-611000-			MAINTENANCE VEHICLES		
	000484 MHC STERLING/FORD	T00555600355		2015 3 INV A	74.03	C-121614 MATERIALS FOR SHOP
	000519 CERTIFIED LABORATORY	1717261		2015 3 INV A	276.00	C-121614 LUBRICANT
	001114 UNION AUTO PARTS	280680		2015 3 INV A	135.51	C-121614 MATERIALS FOR SHOP
	001114 UNION AUTO PARTS	280795		2015 3 INV A	76.68	C-121614 MAT. FOR SHOP
					212.19	
	001962 IDEAL TIRE SALES	446357		2015 3 INV A	89.95	C-121614 SHOP SERVICES
	007304 O'REILLYS AUTO PARTS	121014		2015 3 INV A	168.34	C-121614 MATERIALS FOR SHOP
	007304 O'REILLYS AUTO PARTS	12214		2015 3 INV A	25.58	C-121614 MATERIALS FOR SHOP
					193.93	
	016158 CENTRAL BATTERY	37845		2015 3 INV A	75.00	C-121614 MATERIALS FOR SHOP
	019912 GOODYEAR TIRE	41295955		2015 3 INV A	369.16	C-121614 MATERIALS FOR SHOP

YEAR/PERIOD: 2015/1 TO 2015/3	ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
				ACCOUNT TOTAL	1,281.05		
0010-300-311-00-612200-016582 CONTRACTORS SUPPLY P 5917				MAINTENANCE EQUIPMENT & BUILD 2015 3 INV A	394.90	C-121614	EQUIPMENT
				ACCOUNT TOTAL	394.90		
0010-300-311-00-612500-000983 PARAMOUNT UNIFORMS R 0266085 000983 PARAMOUNT UNIFORMS R 0268208				UNIFORMS 2015 3 INV A 2015 3 INV A	107.18 107.18	C-121614 C-121614	UNIFORMS UNIFORMS
					214.36		
				ACCOUNT TOTAL	214.36		
0010-300-311-00-622100-000461 SOUTHERN CO INC THE 437493				PROFESSIONAL SERVICES 2015 3 INV A	212.92	C-121614	GAS PUMP SERVICES
				ACCOUNT TOTAL	212.92		
0010-300-311-00-616000-001145 ATMOS ENERGY 301698011214 001388 HORN LAKE WATER ASSO 02570001214				UTILITIES 2015 3 INV A 2015 3 INV A	1,087.60 567.75	C-121614 C-121614	385 MAIN ST 5813 PEPPERCHASE
				ACCOUNT TOTAL	1,655.35		
				ORG 311 TOTAL	12,990.53		
315 CITY TRAFFIC AND STREETS LIGHT				MAINTENANCE EQUIPMENT & BUILD			
0010-300-315-00-612200-000497 DESSOTO COUNTY ELECTR 2080 000497 DESSOTO COUNTY ELECTR 2196 000497 DESSOTO COUNTY ELECTR 2203				2015 3 INV A 2015 3 INV A 2015 3 INV A	663.84 1,459.02 45.00	C-121614 C-121614 C-121614	SIGNAL REPAIR ROADWAY LGTS/ACCESS AIRWAYS/CHURCH SIGN
					2,167.86		
004389 TEMPLE 0136657 004389 TEMPLE 0136885				2015 3 INV A 2015 3 INV A	868.95 275.00	C-121614 C-121614	TRAFFIC SIGNAL/REPA TRAFFIC SIGNAL/REPA
					1,143.95		
				ACCOUNT TOTAL	3,311.81		
				ORG 315 TOTAL	3,311.81		
411 PARKS DEPARTMENT				OFFICE SUPPLIES			
0010-400-411-00-610400-014117 MADISON SIGNS 10414 021382 PETTY CASH 120814				2015 3 INV A 2015 3 INV A	65.00 159.43	C-121614 C-121614	BUSINESS CARDS PETTY CASH - PARKS

YEAR/PERIOD: 2015/1 TO 2015/3	ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
				ACCOUNT TOTAL	224.43		
0010-400-411-00-611300-009578 GATEWAY TIRE & SERVI 110255938 022650 RAR AUTO REPAIR LLC 1288				MAINTENANCE VEHICLES 2015 3 INV A 2015 3 INV A	226.90 172.98	C-121614 C-121614	OIL & LUBE 2005 F15 TEMP SENSER/AL'S TR
				ACCOUNT TOTAL	399.88		
0010-400-411-00-612200-000734 MAGNOLIA ELECTRIC W1771 001102 SOUTHAVEN SUPPLY 148015 001102 SOUTHAVEN SUPPLY 148016				MAINTENANCE EQUIPMENT & BUILD 2015 3 INV A 2015 3 INV A 2015 3 INV A	750.00 820.36 321.98	C-121614 C-121614 C-121614	ADAPTER/SOUTHERN LI HOSE LOCKING CLAMP GARDEN HOSE, PINE S
					1,142.34		
001104 SHERWIN WILLIAMS SOU 0586-4 001104 SHERWIN WILLIAMS SOU 2319-3				2015 3 INV A 2015 3 INV A	7.98 8.77	C-121614 C-121614	PAINT 560PICS APPLIED (31
					16.75		
005044 LOWE'S HOME CENTERS, 910017 005044 LOWE'S HOME CENTERS, 910719				2015 3 INV A 2015 3 INV A	579.50 1.88	C-121614 C-121614	SUPPLIES SUPPLIES
					581.38		
006479 AIRGAS MID SOUTH 9033705853 007304 O'REILLYS AUTO PARTS 1257-175859				2015 3 INV A 2015 3 INV A	20.97 19.98	C-121614 C-121614	TP CLEANER KIT LED INDICATOR
010865 RELIABLE EQUIPMENT 120935 021382 PETTY CASH 120814				2015 3 INV A 2015 3 INV A	1,202.59 5.13	C-121614 C-121614	SKAT TRACK SET PETTY CASH - PARKS
				ACCOUNT TOTAL	3,739.14		
0010-400-411-00-612201-000216 GRASSLAND IRRIGATION 117400139 000216 GRASSLAND IRRIGATION 117400140 000216 GRASSLAND IRRIGATION 117400141 000216 GRASSLAND IRRIGATION 117400160				PARK MAINTENANCE 2015 3 INV A 2015 3 INV A 2015 3 INV A 2015 3 INV A	260.00 425.00 90.00 232.00	C-121614 C-121614 C-121614 C-121614	ARENA WINTERIZE SOCCER COMPLEX WINT SNOWDEN DD COMPLEX AMPHITHEATRE WINTER
					947.00		
000903 PARAMOUNT UNIFORMS R 026561 001056 DWI MEMPHIS 12760572				2015 3 INV A 2015 3 INV A	38.00 85.87	C-121614 C-121614	SLATE MATS ANTIWASH STABLE
007174 DENNIS WRIGHT & SON 30074 007174 DENNIS WRIGHT & SON 30075				2015 3 INV A 2015 3 INV A	275.93 375.05	C-121614 C-121614	WINTERIZE 7 WATER C GB SOFTBALL WINTER

YEAR/PERIOD: 2015/1 TO 2015/3	INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
ACCOUNT/VENDOR						
007174 DENNIS WRIGHT & SON 38078			2015 3 INV A	442.80 C-121614		CV BALLFIELDS WINTER
007174 DENNIS WRIGHT & SON 70073			2015 3 INV A	126.10 C-121614		WINTERSIZE SUPPLY LI
				1,219.56		
008127 WASTE CONNECTIONS OF 3534611			2015 3 INV A	122.98 C-121614		PARKS OFFICE
008127 WASTE CONNECTIONS OF 3516995			2015 3 INV A	250.95 C-121614		PARKS
008127 WASTE CONNECTIONS OF 3537159			2015 3 INV A	135.09 C-121614		ARENA
008127 WASTE CONNECTIONS OF 3537261			2015 3 INV A	1,694.30 C-121614		SNOWDEN/MAIN PAVILL
008127 WASTE CONNECTIONS OF 3537360			2015 3 INV A	40.19 C-121614		4700 STATUELINE
008127 WASTE CONNECTIONS OF 3537372			2015 3 INV A	170.00 C-121614		OS SOFTBALL
				2,613.51		
016582 CONTRACTORS SUPPLY P 5888			2015 3 INV A	213.00 C-121614		STRAW MAT DOUBLED S
022654 CUSTOM COMPANIES INC 14009042-10			2015 3 INV A	25.00 C-121614		FREIGHT ON SLIDE
			ACCOUNT TOTAL	5,142.34		
0010-400-411-00-612300-			MUNICIPAL GOLF COURSE EXPENSE			
000983 PARAMOUNT UNIFORMS R 0265929			2015 3 INV A	39.86 C-121614		GOLF UNIFORMS
000983 PARAMOUNT UNIFORMS R 0267246			2015 3 INV A	39.86 C-121614		GOLF UNIFORMS
				79.72		
			ACCOUNT TOTAL	79.72		
0010-400-411-00-612500-			UNIFORMS			
000983 PARAMOUNT UNIFORMS R 0266212			2015 3 INV A	121.56 C-121614		PARKS UNIFORMS
000983 PARAMOUNT UNIFORMS R 267550			2015 3 INV A	330.56 C-121614		UNIFORMS/PARKS
				652.12		
			ACCOUNT TOTAL	652.12		
0010-400-411-00-613400-			COMMUNITY EVENTS			
000116 AMERICAN EVENT TENTS 12-80028			2015 3 INV A	594.00 C-121614		BREAKFAST WITH SAINT
000116 AMERICAN EVENT TENTS 12314			2015 3 INV A	570.00 C-121614		DRAPE-IMPST SANTA #
				1,164.00		
000665 DESOTO COUNTY COOPER 7165			2015 3 INV A	150.00 C-121614		HAY BALES
000665 DESOTO COUNTY COOPER 7307			2015 3 INV A	225.00 C-121614		HAY FOR PARADE
				375.00		
003538 HARDIN'S SYSCO 412051502			2015 3 INV A	1,128.36 C-121614		MILK FOR BREAKFAST
005044 LOWE'S HOME CENTERS, 27732			2015 3 INV A	128.37 C-121614		supplies
005044 LOWE'S HOME CENTERS, 809363B			2015 3 INV A	21.33 C-121614		SUPPLIES
005044 LOWE'S HOME CENTERS, 809550			2015 3 INV A	43.71 C-121614		SUPPLIES

YEAR/PERIOD: 2015/1 TO 2015/3	INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
ACCOUNT/VENDOR						
005044 LOWE'S HOME CENTERS, 909924			2015 3 INV A	104.40 C-121614		SUPPLIES
005044 LOWE'S HOME CENTERS, 910018			2015 3 INV A	117.71 C-121614		SUPPLIES
005044 LOWE'S HOME CENTERS, 910082			2015 3 INV A	77.98 C-121614		SUPPLIES
005044 LOWE'S HOME CENTERS, 910156			2015 3 INV A	122.40 C-121614		SUPPLIES
005044 LOWE'S HOME CENTERS, 910239			2015 3 INV A	397.80 C-121614		SUPPLIES
005044 LOWE'S HOME CENTERS, 912581			2015 3 INV A	144.18 C-121614		SUPPLIES
005044 LOWE'S HOME CENTERS, 912790			2015 3 INV A	486.92 C-121614		SUPPLIES
005044 LOWE'S HOME CENTERS, 913482			2015 3 INV A	17.03 C-121614		SUPPLIES
005044 LOWE'S HOME CENTERS, 920701			2015 3 INV A	65.80 C-121614		SUPPLIES
005044 LOWE'S HOME CENTERS, 927717			2015 3 INV A	370.76 C-121614		SUPPLIES
005044 LOWE'S HOME CENTERS, 985090			2015 3 INV A	4,304.00 C-121614		SUPPLIES
				7,241.49		
007304 O'REILLYS AUTO PARTS 1257-177124			2015 3 INV A	99.90 C-121614		LED INDICATOR
011401 LIGHT BULB DEPOT, LL 41470228			2015 3 INV A	220.00 C-121614		BULBS FOR SO. LIGHT
021382 PETTY CASH 113014			2015 3 INV A	123.00 C-121614		PARKS - PETTY CASH
021382 PETTY CASH 120814			2015 3 INV A	5.35 C-121614		PETTY CASH - PARKS
				128.35		
022710 CARD SERVICES 12114			2015 3 INV A	233.69 C-121614		DKPTS/SANTA, SOUTHER
			ACCOUNT TOTAL	10,590.79		
0010-400-411-00-622100-			PROFESSIONAL SERVICES			
000615 PAYNES LOCKSMITH SER 7661			2015 3 INV A	67.00 C-121614		SNOWDEN HOUSE KEYS
006685 MID SOUTH DIGITAL 473962			2015 3 INV A	8.41 C-121614		A2615-GOLF COPIER
006685 MID SOUTH DIGITAL 474061			2015 3 INV A	22.72 C-121614		A2406-PARKS COPIER
006685 MID SOUTH DIGITAL 474235			2015 3 INV A	3.81 C-121614		A2214 COPIER - PARK
				34.94		
007174 DENNIS WRIGHT & SON 30084			2015 3 INV A	516.63 C-121614		MOP SINK REPAIR/ARR
008566 HERNANDO GLASS CO 100713			2015 3 INV A	197.33 C-121614		TEMP GLASS/CV CONCE
009892 KEYSTONE MANAGEMENT 88A3046		15000081	2015 3 INV A	3,200.00 C-121614		KEYSTONE STANDARD S
015807 R.C. SYSTEMS, INC 16256			2015 3 INV A	1,925.00 C-121614		ANNUAL SOFTWARE SUP
			ACCOUNT TOTAL	5,940.90		
0010-400-411-00-625700-			TELEPHONE & POSTAGE			
011116 AT&T 280025851214			2015 3 INV A	87.64 C-121614		PHONE SERVICE - PAR
011116 AT&T 393580561214			2015 3 INV A	164.58 C-121614		PHONE SERVICE - PAR
				252.22		

YEAR/PERIOD: 2015/1 TO 2015/3	ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
	016529 DIRECTV	24636859384		2015 3 INV A	113.40	C-121614	PARKS & REC.
	018521 SOUTHERN TELECOMMUNI	112614		2015 3 INV A	69.72	C-121614	PHONE SERVICES, ALA
	ACCOUNT TOTAL				435.34		
	0010-400-411-00-626000-			UTILITIES			
	001145 AMOS ENERGY	301501771214		2015 3 INV A	157.38	C-121614	1320 BROOKHAVEN DR
	009669 GIBSON PROPANE	3034771763		2015 3 INV A	395.33	C-121614	PROPANE AT TENNIS C
	009669 GIBSON PROPANE	3034771765		2015 3 INV A	574.15	C-121614	PROPANE AT SNOWDEN
					969.49		
	ACCOUNT TOTAL				1,126.87		
	0010-400-411-00-627901-			UMPIRES			
	002574 CARSON, MICHAEL A	112914		2015 3 INV A	380.00	C-121614	SOCCER UMPIRE
	003546 COX DAVID R JR	112914		2015 3 INV A	145.00	C-121614	SOCCER UMPIRE
	004392 CARSON DANIEL	112914		2015 3 INV A	75.00	C-121614	SOCCER UMPIRE
	011129 IRBY ROBERT	112914		2015 3 INV A	70.00	C-121614	SOCCER UMPIRE
	015545 KLINCK ZACHARY A	112914		2015 3 INV A	75.00	C-121614	SOCCER UMPIRE
	015810 MEARS MICHAEL	112914		2015 3 INV A	75.00	C-121614	SOCCER UMPIRE
	018253 CHAN DAVID	112914		2015 3 INV A	100.00	C-121614	SOCCER UMPIRE
	018255 PHILLIPS ERIC	112914		2015 3 INV A	75.00	C-121614	SOCCER UMPIRE
	019562 CASTELLANO CARLOS	112914		2015 3 INV A	70.00	C-121614	SOCCER UMPIRE
	020749 DONALDSON JORDAN	112914		2015 3 INV A	85.00	C-121614	SOCCER UMPIRE
	022641 VANLANDINGHAM DAVE	112914		2015 3 INV A	215.00	C-121614	SOCCER UMPIRE
	022657 LE, VINH	112914		2015 3 INV A	70.00	C-121614	SOCCER UMPIRE
	ACCOUNT TOTAL				1,435.00		
	ORG 411 TOTAL				29,766.53		
	412			PARK TOURNAMENTS			
	0010-400-412-00-626102-			PROMOTIONS			
	021382 PETTY CASH	113014		2015 3 INV A	128.08	C-121614	PARKS - PETTY CASH
	ACCOUNT TOTAL				128.08		
	ORG 412 TOTAL				128.08		

YEAR/PERIOD: 2015/1 TO 2015/3	ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
	511			MUNICIPAL CODE ENFORCEMENT			
	0010-500-511-00-610100-			CLEANING SUPPLIES			
	001361 SAM'S CLUB DIRECT	102314		2015 3 INV A	8.98	C-121614	CLEANING SUPPLIES
	001361 SAM'S CLUB DIRECT	103014B		2015 3 INV A	79.33	C-121614	SUPPLIES
	001361 SAM'S CLUB DIRECT	110514B		2015 3 INV A	79.52	C-121614	SUPPLIES
	001361 SAM'S CLUB DIRECT	111314E		2015 3 INV A	52.48	C-121614	SUPPLIES
					214.31		
	ACCOUNT TOTAL				214.31		
	0010-500-511-00-610400-			OFFICE SUPPLIES			
	001361 SAM'S CLUB DIRECT	110514C		2015 3 INV A	9.98	C-121614	SUPPLIES
	006605 MID SOUTH DIGITAL	474102		2015 3 INV A	75.33	C-121614	A4767 COPIER - ANIM
	014117 MADISON SIGNS	10414		2015 3 INV A	104.00	C-121614	BUSINESS CARDS
	ACCOUNT TOTAL				189.31		
	0010-500-511-00-612000-			MATERIALS			
	001102 SOUTHAVEN SUPPLY	139291		2015 3 INV A	48.76	C-121614	CODR MATERIALS
	001361 SAM'S CLUB DIRECT	102314B		2015 3 INV A	60.69	C-121614	SUPPLIES
	001361 SAM'S CLUB DIRECT	103014		2015 3 INV A	43.35	C-121614	SUPPLIES
	001361 SAM'S CLUB DIRECT	110514		2015 3 INV A	34.60	C-121614	SUPPLIES
	001361 SAM'S CLUB DIRECT	111314D		2015 3 INV A	60.69	C-121614	MATERIALS
					199.41		
	ACCOUNT TOTAL				240.17		
	0010-500-511-00-612200-			MAINTENANCE EQUIPMENT & BUILD			
	000983 PARAMOUNT UNIFORMS R	0264226		2015 3 INV A	5.00	C-121614	MATERIALS BUILDING
	000983 PARAMOUNT UNIFORMS R	0265550		2015 3 INV A	5.00	C-121614	MATERIALS BUILDING
	000983 PARAMOUNT UNIFORMS R	0266982		2015 3 INV A	5.00	C-121614	MAT. BLDG.
					15.00		
	ACCOUNT TOTAL				15.00		
	0010-500-511-00-612500-			UNIFORMS			
	000983 PARAMOUNT UNIFORMS R	0268205		2015 3 INV A	5.00	C-121614	MAT. BLDG
	ACCOUNT TOTAL				5.00		
	0010-500-511-00-614900-			FEED FOR ANIMALS			
	012713 HILL'S PET NUTRITION	222560244		2015 3 INV A	100.72	C-121614	FEED FOR ANIMALS
	012713 HILL'S PET NUTRITION	222585850		2015 3 INV A	180.72	C-121614	FEED FOR ANIMALS
					261.44		

YEAR/PERIOD: 2015/1 TO 2015/3	INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
ACCOUNT/VENDOR						
ACCOUNT TOTAL				361.44		
0010-500-511-00-622100-			PROFESSIONAL SERVICES			
000801 STERICYCLE INC	4005213945		2015 3 INV A	499.65	C-121614	PROF. SERVICES
017049 ANIMAL HEALTH INTERN	9003859251		2015 3 INV A	196.73	C-121614	PROF. SERVICES
ACCOUNT TOTAL				696.38		
ORG 511 TOTAL				1,729.61		
EXPENSE ACCOUNTS						
0010-900-902-00-620902-			FACILITIES MANAGEMENT			
000156 ARAMARK UNIFORM SERV	581-5118119		2015 3 INV A	129.87	C-121614	RUBBER MATS - COURT
000156 ARAMARK UNIFORM SERV	581-5118120		2015 3 INV A	274.31	C-121614	RUBBER MATS - CITY
000156 ARAMARK UNIFORM SERV	581-5121309		2015 3 INV A	129.87	C-121614	RUBBER MATS FOR COU
000156 ARAMARK UNIFORM SERV	581-5121310		2015 3 INV A	274.31	C-121614	MATS FOR CITY HALL
				808.36		
000172 AUTOMATIC MAIN	27536		2015 3 INV A	595.00	C-121614	LAWN SPRINKLER MAIN
000232 WATKINSON & ASSOC LLC	14635		2015 3 INV A	120.00	C-121614	ALARM SERVICES FOR
000233 QUARLES FIRE PROTEC	2015-609		2015 3 INV A	1,425.00	C-121614	SPRINKLER INSP.
000415 MID-SO EMERGENCY LIG	8878		2015 3 INV A	383.50	C-121614	EMERGENCY LIGHT SER
000469 TRI-STAR COMPANIES,	TC4364		2015 3 INV A	559.00	C-121614	HVAC SERVICES
000469 TRI-STAR COMPANIES,	TC4365		2015 3 INV A	350.00	C-121614	HVAC SERVICES
000469 TRI-STAR COMPANIES,	TC4437		2015 3 INV A	140.00	C-121614	HVAC SERVICES
				1,049.00		
000539 OVERHEAD DOOR CO MEN	305923		2015 3 INV A	10.00	C-121614	OVERHEAD DOOR REPAI
000615 PAYNES LOCKSMITH SER	7659		2015 3 INV A	112.76	C-121614	LOCK SERVICES
000734 MAGNOLIA ELECTRIC	0194984-IN		2015 3 INV A	733.85	C-121614	ELECTRIC REPAIRS
001099 NORTH MS PEST CONTR	613999		2015 3 INV A	485.00	C-121614	PEST CONTROL
002102 SOUTHAVEN SUPPLY	149319		2015 3 INV A	19.47	C-121614	LIGHT BULBS FOR CIT
001361 SAM'S CLUB DIRECT	002590		2015 3 INV A	242.96	C-121614	SUPPLIES
005668 STATE SYSTEMS, INC.	886746		2015 3 INV A	255.00	C-121614	ALARM SERVICES
006685 MID SOUTH DIGITAL	473996		2015 3 INV A	73.35	C-121614	A1468 COPIER - MAYO
006685 MID SOUTH DIGITAL	474020		2015 3 INV A	52.20	C-121614	A1013 MAYOR'S OFFIC
006685 MID SOUTH DIGITAL	474222		2015 3 INV A	37.56	C-121614	A4989 COPIER

YEAR/PERIOD: 2015/1 TO 2015/3	INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
ACCOUNT/VENDOR						
				163.13		
007174 DENNIS WRIGHT & SON	30087		2015 3 INV A	268.00	C-121614	PLUMBING SERV
010622 GREEN KING SPRAY SER	84		2015 3 INV A	330.00	C-121614	SPRAY TREATMENT/MAY
012576 DAJ'S CLEANING SERVI	1595		2015 3 INV A	225.00	C-121614	CLEANING OF PUBLIC
012576 DAJ'S CLEANING SERVI	1596		2015 3 INV A	225.00	C-121614	CLEANING OF PUBLIC
012576 DAJ'S CLEANING SERVI	1597		2015 3 INV A	935.00	C-121614	CLEANING OF POLICE
012576 DAJ'S CLEANING SERVI	1590		2015 3 INV A	225.00	C-121614	CLEANING OF PW DEPT
				1,670.00		
014437 CB RICHARD ELLIS COR	637402		2015 3 INV A	429.00	C-121614	COURT PARKING LEASE
016182 HAN SERVICES GROUP	64579		2015 3 INV A	364.00	C-121614	FILTER SERVICES
016182 HAN SERVICES GROUP	64714		2015 3 INV A	928.50	C-121614	FILTER SERVICES
				1,292.50		
016517 UPCHURCH SERVICES, L	C11118		2015 3 INV A	1,713.75	C-121614	HVAC SERVICES
018342 GREAT AMERICA LEASIN	16241439		2015 3 INV A	276.06	C-121614	AUDIO SYSTEM AT SPD
018342 GREAT AMERICA LEASIN	16241440		2015 3 INV A	1,129.00	C-121614	SECURITY SYSTEM AT
				1,405.06		
018472 M2MANAGEMENT SOLDTIO	1416		2015 3 INV A	1,295.05	C-121614	FLSET TRACKING SYST
019694 MID-SOUTH TELECOM	31947		2015 3 INV A	505.00	C-121614	PHONE SERVICE
019694 MID-SOUTH TELECOM	31947		2015 3 INV A	195.00	C-121614	PHONE SERVICE
019694 MID-SOUTH TELECOM	31948		2015 3 INV A	160.00	C-121614	PHONE SERVICE
				860.00		
022372 OVERALL CHEMICAL COM	3187		2015 3 INV A	100.00	C-121614	CLEANING OF TENNIS
022372 OVERALL CHEMICAL COM	3188		2015 3 INV A	290.00	C-121614	CLEANING OF COURT R
022372 OVERALL CHEMICAL COM	3189		2015 3 INV A	680.00	C-121614	CLEANING OF CITY HA
022372 OVERALL CHEMICAL COM	3192		2015 3 INV A	100.00	C-121614	CLEANING OF TENNIS
022372 OVERALL CHEMICAL COM	3193		2015 3 INV A	290.00	C-121614	CLEANING OF COURT H
022372 OVERALL CHEMICAL COM	3194		2015 3 INV A	680.00	C-121614	CLEANING OF CITY HA
				2,140.00		
ACCOUNT TOTAL				17,826.45		
0010-900-902-00-625100-			STREET IMPROVEMENT			
000497 DEBOTO COUNTY ELECTR	2184	15000068	2015 3 INV A	8,838.00	C-121614	NEW LOOPS ON STATE
000759 LEHMAN ROBERTS CO	24263		2015 3 INV A	161,340	22 C-121614	OVERLAY PROGRAM

YEAR/PERIOD: 2015/1 TO 2015/3	ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR TYP #	WARRANT	CHECK	DESCRIPTION
	009591 TRI FIRMA	390900		2015 3 INV A	468.89	C-121614	STREET & DITCH
	009591 TRI FIRMA	392100		2015 3 INV A	750.23	C-121614	STREET & DITCH
	009591 TRI FIRMA	392100		2015 3 INV A	808.26	C-121614	STREET & DITCH
	009591 TRI FIRMA	392100		2015 3 INV A	1,009.04	C-121614	STREET & DITCH
	009591 TRI FIRMA	392400		2015 3 INV A	2,074.00	C-121614	STREET & DITCH
					5,990.42		
	010221 CIVIL-LINK, LLC	41137		2015 3 INV A	561.60	C-121614	OVERLAY SUPERVISION
				ACCOUNT TOTAL	176,730.24		
	0010-900-902-00-625150-			DRAINAGE			
	001203 MARTIN MARIBETTA MATE 14200754			2015 3 INV A	8,306.69	C-121614	TCHULAHOMA @ WINDY
	001203 MARTIN MARIBETTA MATE 14218514			2015 3 INV A	38,167.53	C-121614	TCHULAHOMA @ WINDY
					46,474.22		
	009591 TRI FIRMA	391700		2015 3 INV A	41,209.89	C-121614	TCHULAHOMA @ WINDY
	015709 L & T CONST.	5001		2015 3 INV A	15,829.55	C-121614	TCHULAHOMA - SITE W
	015709 L & T CONST.	5002		2015 3 INV A	106,819.75	C-121614	CHURCH @ TCHULAHOMA
					122,649.10		
	010221 CIVIL-LINK, LLC	41136		2015 3 INV A	416.00	C-121614	DEER CREEK FINAL IN
	010221 CIVIL-LINK, LLC	41138		2015 3 INV A	15,467.65	C-121614	NACS TCHULAHOMA DES
					15,883.65		
	021734 DIXIELAND CONTRACTOR PAYAPP-00009			2015 3 INV A	9,581.76	C-121614	DEERCREEK IN FINAL
				ACCOUNT TOTAL	235,798.82		
			ORG 902	TOTAL	430,355.51		
	903			ADMINISTRATIVE EXPENSES			
	0010-900-903-00-624102-			BANK FEES			
	013790 HANCOCK BANK	21051		2015 3 INV A	1,035.00	C-121614	SOUTHCT1208/FEES G/
				ACCOUNT TOTAL	1,035.00		
			ORG 903	TOTAL	1,035.00		
	904			LIGATION			
	0010-900-904-00-622100-			PROFESSIONAL SERVICES			
	001363 DAVIS W. S. "SLUGGO" 12314			2015 3 INV A	22.00	C-121614	LICENSE AGREEMENT
	017086 BUTLER SNOW	10046977		2015 3 INV A	18,473.33	C-121614	SERVICES RENDERED T
	017086 BUTLER SNOW	10046980		2015 3 INV A	671.00	C-121614	SERVICES RENDERED T
					19,144.33		

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CITY OF SOUTHAVEN
FY 2015 CLAIMS DOCKET C-121614


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YEAR/PERIOD: 2015/1 TO 2015/3	ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR TYP #	WARRANT	CHECK	DESCRIPTION
				ACCOUNT TOTAL	19,166.33		
			ORG 904	TOTAL	19,166.33		
	905			LIABILITY INSURANCE			
	0010-900-905-00-602700-			WORKMAN'S COMP INSUR			
	001206 MS MUNICIPAL WORKERS 12514			2015 3 INV A	181,841.00	C-121614	10/1/2014-9/30/15 #
				ACCOUNT TOTAL	181,841.00		
			ORG 905	TOTAL	181,841.00		
	906			PROFESSIONAL DUES			
	0010-900-906-00-622100-			PROFESSIONAL SERVICES			
	001161 SOUTHAVEN CHAMBER OF 90649708			2015 3 INV A	7,083.33	C-121614	JAN 2015 MONTHLY CO
				ACCOUNT TOTAL	7,083.33		
			ORG 906	TOTAL	7,083.33		
	FUND 0010 GENERAL FUND			TOTAL:	961,637.42		

YEAR/PERIOD: 2015/1 TO 2015/3	INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
ACCOUNT/VENDOR						
0400	UTILITY FUND					
0400-000-000-00-130700-						
009672 JOHNNY COLEMAN ELDRE 27844			2015 3 INV A	110.36	C-121614	
009672 JOHNNY COLEMAN ELDRE 27845			2015 3 INV A	110.36	C-121614	
				220.72		
019197 BRANNON BUILDERS - C 27842			2015 3 INV A	125.00	C-121614	
019197 BRANNON BUILDERS - C 27846			2015 3 INV A	110.36	C-121614	
				235.36		
021078 SKY LAKE CONSTRUCTIO 27847			2015 3 INV A	90.04	C-121614	
021562 CASITA PROPERTIES LL 27863			2015 3 INV A	6.03	C-121614	
022156 LENOX HOMES 27843			2015 3 INV A	112.31	C-121614	
022658 LOTT JOANN 27822			2015 3 INV A	333.93	C-121614	
022659 WARD JENNIFER 27823			2015 3 INV A	6.08	C-121614	
022660 SLEDGE ALMA L 27824			2015 3 INV A	42.04	C-121614	
022661 ARTIGLIERE JERRY 27825			2015 3 INV A	40.00	C-121614	
022662 TAYLOR WALTER S III 27826			2015 3 INV A	31.20	C-121614	
022663 LECUYER ROBERT 27827			2015 3 INV A	50.08	C-121614	
022664 MATTHEWS SARAH L 27828			2015 3 INV A	95.73	C-121614	
022665 DESOTO MANAGEMENT & 27829			2015 3 INV A	50.00	C-121614	
022666 LAWRENCE LESLIE 27830			2015 3 INV A	61.56	C-121614	
022667 WOODS JIMMY 27831			2015 3 INV A	6.91	C-121614	
022668 SOLOMON STEVEN & BRI 27832			2015 3 INV A	77.20	C-121614	
022669 HALL LERANN 27833			2015 3 INV A	111.82	C-121614	
022670 ECHOLTZ MARK & TRACC 27834			2015 3 INV A	17.60	C-121614	
022671 MARGESON LAUREN 27835			2015 3 INV A	10.96	C-121614	
022672 ESTES ANN 27836			2015 3 INV A	13.96	C-121614	
022673 DANNSHOLD RICHARD 27837			2015 3 INV A	35.36	C-121614	
022674 HARRIS MANDY 27838			2015 3 INV A	30.48	C-121614	

YEAR/PERIOD: 2015/1 TO 2015/3	INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
ACCOUNT/VENDOR						
022675 HAWTHORNE MARILYN-RE 27839			2015 3 INV A	60.00	C-121614	
022676 EDGE JENNIFER 27840			2015 3 INV A	20.72	C-121614	
022677 JOHNSON JUDITH E 27841			2015 3 INV A	166.44	C-121614	
022678 HABITAT FOR HUMANITY 27848			2015 3 INV A	110.36	C-121614	
022679 MYERS TAYLOR 27849			2015 3 INV A	90.84	C-121614	
022680 OWNN WALTER - RENTAL 27850			2015 3 INV A	50.00	C-121614	
022681 HARRIS CRODRIC 27851			2015 3 INV A	10.04	C-121614	
022682 WHEAT DETTIE 27852			2015 3 INV A	20.72	C-121614	
022683 ROPER KIMBERLY ANN-R 27853			2015 3 INV A	9.81	C-121614	
022684 HAYES MARKESHIA 27854			2015 3 INV A	110.36	C-121614	
022685 ADAMS DONALD & GAIL 27855			2015 3 INV A	27.40	C-121614	
022686 BAKER JAS W 27856			2015 3 INV A	5.00	C-121614	
022687 MCCUTCHEN GREGORY 27857			2015 3 INV A	51.31	C-121614	
022688 US ENVIRONMENTAL SER 27858			2015 3 INV A	27.01	C-121614	
022689 J N S MARLER & GRANI 27859			2015 3 INV A	100.00	C-121614	
022690 PALMER LEONA 27860			2015 3 INV A	17.64	C-121614	
022691 LEMMONS CYNTHIA & CA 27861			2015 3 INV A	95.72	C-121614	
022692 STRICKLAND BRENDA 27862			2015 3 INV A	56.80	C-121614	
022693 SEYMOUR TIFFANY 27864			2015 3 INV A	125.00	C-121614	
022694 GROUND BREAKING ENTER 27865			2015 3 INV A	35.36	C-121614	
022695 COLEMAN RANDOLPH 27866			2015 3 INV A	26.57	C-121614	
022696 HAMMOND KRIS & BRANN 27867			2015 3 INV A	9.45	C-121614	
022697 BANCERY ANDREW 27868			2015 3 INV A	20.72	C-121614	
022698 BOYD VERONIQUE 27869			2015 3 INV A	79.62	C-121614	
022699 MOLLIMAN JENNIFER 27870			2015 3 INV A	12.00	C-121614	
022700 STOUT SHAWN & CHRIST 27871			2015 3 INV A	27.36	C-121614	

YEAR/PERIOD: 2015/1 TO 2015/3	ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
	022701 MUNNLEE SPRING U	27072		2015 3 INV A	15.84	C-121614	
	022702 MCMINN RODNEY	27073		2015 3 INV A	35.36	C-121614	
	022703 SCOTT MAMIE	27074		2015 3 INV A	15.36	C-121614	
	022704 BOYD ROGER W.	27075		2015 3 INV A	35.36	C-121614	
	022705 D.F.CHASE INC	27076		2015 3 INV A	110.36	C-121614	
	022706 BAKER DONALD & NORMA	27077		2015 3 INV A	52.26	C-121614	
	022707 EVANS MYLINDA	27078		2015 3 INV A	30.00	C-121614	
	022708 GARRISON DONNIE	27079		2015 3 INV A	50.00	C-121614	
	022709 MCCORMAY BRANDEN	27080		2015 3 INV A	25.60	C-121614	
	022710 OWEN MARK & CHARLOTT	27081		2015 3 INV A	71.32	C-121614	
	022711 SEWELL MARION	27082		2015 3 INV A	10.00	C-121614	
	022712 SATTERFIELD MARION & 27083			2015 3 INV A	35.36	C-121614	
	022713 HOLLAND WILLIAM	27084		2015 3 INV A	5.60	C-121614	
	022714 HEICHERT REINATOR, BE 27085			2015 3 INV A	125.00	C-121614	
	022715 ALFORD KYLE & AMANDA 27086			2015 3 INV A	105.48	C-121614	
				ACCOUNT TOTAL	3,768.43		
	0400-800-000-00-211400-			FEES OWED TO NMSBIT WATER ASSC			
	01065 NMSBIT WATER	12514		2015 3 INV A	3,096.00	C-121614	NOV 2014-OUT OF ARE
				ACCOUNT TOTAL	3,096.00		
				ORG 0400 TOTAL	6,864.43		
				UTILITY EXPENSE ACCOUNTS			
	0400-800-811-00-650600-			HURRICANE CREEK			
	021319 ARGO CONSTRUCTION CO PAY-APP-1			2015 3 INV A	50,160.30	C-121614	HURRICANE CREEK PH
	021319 ARGO CONSTRUCTION CO PAY-APP-6			2015 3 INV A	99,495.30	C-121614	HURRICANE CREEK J
	021319 ARGO CONSTRUCTION CO PAYAPP-7			2015 3 INV A	155,807.97	C-121614	HURRICANE CREEK PU
					305,543.57		
				ACCOUNT TOTAL	305,543.57		
	0400-800-811-00-651400-			DCRUA UPGRADE TAP FEES			
	004646 DESOTO COUNTY REGION 12514			2015 3 INV A	2,700.00	C-121614	NOV 2014-SEWER FEE

YEAR/PERIOD: 2015/1 TO 2015/3	ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
				ACCOUNT TOTAL	2,700.00		
	0400-800-811-00-651500-			DCRUA TAP FEES			
	024646 DESOTO COUNTY REGION 12514			2015 3 INV A	6,000.00	C-121614	NOV 2014-SEWER FEE
				ACCOUNT TOTAL	6,000.00		
				ORG 811 TOTAL	314,243.57		
				UTILITY CAPITAL IMPROVEMENTS			
	0400-800-815-00-625300-			EXTENSION & OTHER IMPROVEMENTS			
	009591 TRI FIRMA	391508		2015 3 INV A	8,663.80	C-121614	STATELINE/RR TRACK
	018221 CIVIL-LINK, LLC	41139		2015 3 INV A	332.80	C-121614	HWY 51/STARLANDING
	018221 CIVIL-LINK, LLC	41144		2015 3 INV A	7,706.25	C-121614	WELL & PLANT TESTI
	018221 CIVIL-LINK, LLC	41146		2015 3 INV A	26,247.92	C-121614	COE MAPPING
	018221 CIVIL-LINK, LLC	41147		2015 3 INV A	1,994.31	C-121614	WATER METER SURVEY
	018221 CIVIL-LINK, LLC	41148		2015 3 INV A	1,735.01	C-121614	VALVE SURVEY PRSP
					37,997.10		
				ACCOUNT TOTAL	46,660.98		
				ORG 815 TOTAL	46,660.98		
				UTILITY ADMINISTRATIVE EXPENSE			
	0400-800-820-00-622100-			PROFESSIONAL SERVICES			
	014403 SOUTHEASTERN SECURIT 3724			2015 3 INV A	18.50	C-121614	APPLICATION PROFILE
				ACCOUNT TOTAL	18.50		
	0400-800-820-00-626500-			PRINTING			
	006605 MID SCOTTE DIGITAL	474033		2015 3 INV A	27.45	C-121614	AJ190-PEPPERCHASE C
	006605 MID SOUTH DIGITAL	474211		2015 3 INV A	16.21	C-121614	A4957-WATER/CITY NA
					43.66		
				ACCOUNT TOTAL	43.66		
				ORG 820 TOTAL	62.16		
				UTILITY MAINTENANCE EXPENSES			
	0400-800-825-00-511000-			MATERIALS			
	000354 METER SERVICE AND SU 200052			2015 3 INV A	1,297.00	C-121614	RAIN STOPPERS
	000354 METER SERVICE AND SU 200171			2015 3 INV A	1,461.00	C-121614	3/4 CORPSTOP SADDLE
					2,758.00		
	000687 SOUTHERN PIPE & SUPP 7941471-00			2015 3 INV A	281.52	C-121614	FITTINGS, PIPE SEAL
	000687 SOUTHERN PIPE & SUPP 8130810			2015 3 INV A	170.00	C-121614	FLASHLIGHTS/UTILITY
	000687 SOUTHERN PIPE & SUPP 8190216-00			2015 3 INV A	517.17	C-121614	2" FULL CIRCLE CLAM

YEAR/PERIOD: 2015/1	TO 2015/3							
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP #	WARRANT	CHECK	DESCRIPTION	
							968.69	
001102 SOUTHAVEN SUPPLY	147830		2015	3 INV A	621.05	C-121614		SUPPLIES/WATER DPT
001361 SAM'S CLUB DIRECT	10774740		2015	3 INV A	149.71	C-121614		SUPPLIES
002869 VULCAN CONSTRUCTION	30820194	15060046	2015	3 INV A	3,034.73	C-121614		CRUSHED LIMESTONE
005044 LOWE'S HOME CENTERS, 902238			2015	3 INV A	75.94	C-121614		SUPPLIES
005044 LOWE'S HOME CENTERS, 902742B			2015	3 INV A	329.55	C-121614		SUPPLIES
005044 LOWE'S HOME CENTERS, 902747			2015	3 INV A	18.97	C-121614		SUPPLIES
							424.46	
005073 MCMAR	A12360		2015	3 INV A	173.53	C-121614		DISINFECTANT
007304 O'REILLYS AUTO PARTS 1257-174000			2015	3 INV A	18.44	C-121614		RESPIRATOR
007304 O'REILLYS AUTO PARTS 1257-175917			2015	3 INV A	40.98	C-121614		GAS CANS
007304 O'REILLYS AUTO PARTS 1257-179654			2015	3 INV A	8.99	C-121614		BATTERIES
007304 O'REILLYS AUTO PARTS 1257-179681			2015	3 INV A	19.10	C-121614		RESPIRATOR
							87.51	
007766 CENTRAL PIPE SUPPLY, X21582			2015	3 INV A	1,410.00	C-121614		1/4 METERS
007819 TORMOST CHEMICAL	587380		2015	3 INV A	334.92	C-121614		MISC SUPPLIES
011578 HD SUPPLY WATERWORK D335683			2015	3 INV A	159.50	C-121614		PERMA PATCH ASPHALT
015408 J & J MAINTENANCE SU 13302			2015	3 INV A	237.59	C-121614		PLECKS LINERS
016582 CONTRACTORS SUPPLY P 5920			2015	3 INV A	195.74	C-121614		TAPE,GLOVES, FLAGS
							ACCOUNT TOTAL	10,557.23
0400-800-825-00-611300-								CHEMICALS
001146 IDEAL CHEMICAL	149123		2015	3 INV A	1,022.75	C-121614		FLUORIDE/GETWELL WT
001146 IDEAL CHEMICAL	149124		2015	3 INV A	592.00	C-121614		CHLORINE/GETWELL WT
001146 IDEAL CHEMICAL	149125		2015	3 INV A	811.00	C-121614		FLUORIDE/GREENBROOK
001146 IDEAL CHEMICAL	149126		2015	3 INV A	592.00	C-121614		CHLORINE/GREENBROOK
001146 IDEAL CHEMICAL	149127		2015	3 INV A	1,198.50	C-121614		FLUORIDE/WHITWORTH
001146 IDEAL CHEMICAL	149128		2015	3 INV A	592.00	C-121614		CHLORINE/WHITWORTH
							4,808.25	
							ACCOUNT TOTAL	4,808.25
0400-800-825-00-611300-								MAINTENANCE VEHICLES
000663 BULLPROG AMOCO	5740786		2015	3 INV A	5.00	C-121614		TRUCK #802-INSP STI
000883 AMERICAN TIRE REPAIR 118040			2015	3 INV A	378.00	C-121614		#840/TIRES

YEAR/PERIOD: 2015/1	TO 2015/3							
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP #	WARRANT	CHECK	DESCRIPTION	
000887 JIMMY GRAY CHEVROLET 630773			2015	3 INV A	42.96	C-121614		TRUCK #831-HEADLIGHT
001962 IDEAL TIRE SALES	448681		2015	3 INV A	49.95	C-121614		#840 FRONT END ALIGN
							ACCOUNT TOTAL	475.91
0400-800-825-00-612200-								MAINTENANCE EQUIPMENT & BUILD
000497 DESOTO COUNTY ELKCTR 2182			2015	3 INV A	594.65	C-121614		GREENBROOK WP REPAI
000989 ICM OF MEMPHIS WRC080892MR			2015	3 INV A	2,055.00	C-121614		CAMERA REPAIR
005129 TENCARVA MACHINERY C 472849			2015	3 INV A	477.66	C-121614		CHERRY TREE PS REPA
							ACCOUNT TOTAL	3,127.31
0400-800-825-00-612500-								UNIFORMS
000983 PARAMOUNT UNIFORMS R 266883			2015	3 INV A	177.50	C-121614		UNIFORMS
000983 PARAMOUNT UNIFORMS R 268206			2015	3 INV A	155.50	C-121614		UNIFORMS
							333.16	
							ACCOUNT TOTAL	333.16
0400-800-825-00-622100-								PROFESSIONAL SERVICES
000023 A-1 SEPTIC TANK SERV 12565			2015	3 INV A	6,510.00	C-121614		NOV 2014/SWETLAND G
001206 MS MUNICIPAL WORKERS 12514			2015	3 INV A	34,970.00	C-121614		10/1/2014-9/30/15 B
002349 TANK PRO INC	6544		2015	3 INV A	23,190.00	C-121614		RUTLAND POINT ANNUA
002349 TANK PRO INC	6545		2015	3 INV A	21,250.00	C-121614		STARLANDING ANNUAL
							44,440.00	
003554 CORNERSTONE LAB	221384		2015	3 INV A	170.00	C-121614		LEGENDS/TRINITY LAK
009195 OALINER, ROBERT	1143		2015	3 INV A	3,357.50	C-121614		NOV 2014-SCADA SERV
009591 TRI FIRMA	391608		2015	3 INV A	841.93	C-121614		SRETLAND GARDENS
018221 CIVIL-LINK, LLC	41142		2015	3 INV A	10,101.22	C-121614		UTILITIES RPP SERV
018221 CIVIL-LINK, LLC	41143		2015	3 INV A	1,313.32	C-121614		DCRDA GEMER METERIN
018221 CIVIL-LINK, LLC	41145		2015	3 INV A	1,378.27	C-121614		SANITARY SEWER MODI
							12,792.81	
							ACCOUNT TOTAL	103,082.24
0400-800-825-00-626000-								UTILITIES
000966 ENTERGY	107599951214		2015	3 INV A	92.63	C-121614		2543 JIM ST
000966 ENTERGY	110446101214		2015	3 INV A	268.38	C-121614		R/S FLORA LEE DR LY
000966 ENTERGY	157656701214		2015	3 INV A	628.14	C-121614		SWEETWATER ST



12/11/2014 14:38
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CITY OF SOUTHAVEN
FY 2015 CLAIMS DOCKET C-121614

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YEAR/PERIOD: 2015/1 TO 2015/2	INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
000966 ENTERGY	176259481214		2015 3 INV A	357.64	C-121614	4446 AIRWAYS BLVD
000966 ENTERGY	176270841214		2015 3 INV A	1,150.49	C-121614	170 COLLEGE RD
000966 ENTERGY	187576581214		2015 3 INV A	14.74	C-121614	WOODLAND TRACE SOUT
000966 ENTERGY	187576311214		2015 3 INV A	177.32	C-121614	3401 WOODLAND TRACE
000966 ENTERGY	193387141214		2015 3 INV A	192.41	C-121614	TROMAN DR
000966 ENTERGY	439811821214		2015 3 INV A	63.56	C-121614	1903 STARLANDING RD
000966 ENTERGY	571531321214		2015 3 INV A	48.40	C-121614	2769 BLACK ROCK RD
000966 ENTERGY	605724761214		2015 3 INV A	219.07	C-121614	LEGENDS LAGOON
000966 ENTERGY	605725261214		2015 3 INV A	83.30	C-121614	GROVE MEADOWS LIFT
000966 ENTERGY	761041741214		2015 3 INV A	78.59	C-121614	303 LONG ST
000966 ENTERGY	874908041214		2015 3 INV A	102.99	C-121614	2017 STARLANDING RD
000966 ENTERGY	876464101214		2015 3 INV A	106.17	C-121614	2560 STARLANDING RD
				3,571.73		
001388 HORN LAKE WATER ASSO	906015001214		2015 3 INV A	189.25	C-121614	SWEETWATER SEWER
ACCOUNT TOTAL				3,960.98		
ORG 025 TOTAL				126,345.08		
FUND 0400 UTILITY FUND				TOTAL:	494,176.22	



12/11/2014 14:38
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CITY OF SOUTHAVEN
FY 2015 CLAIMS DOCKET C-121614

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YEAR/PERIOD: 2015/1 TO 2015/3	INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
850	MAINTENANCE EXPENSES					
0450-810-850-00-612500-	UNIFORMS					
000963 PARAMOUNT UNIFORMS R 0226884			2015 3 INV A	27.78	C-121614	UNIFORMS
000963 PARAMOUNT UNIFORMS R 0268207			2015 3 INV A	27.78	C-121614	UNIFORMS
				55.56		
ACCOUNT TOTAL				55.56		
0450-810-850-00-622100-	PROFESSIONAL SERVICES					
001206 MS MUNICIPAL WORKERS 12514			2015 3 INV A	16,319.00	C-121614	10/1/2014-9/30/15 #
007500 SWEEPING CORPORATION 0116447-IN			2015 3 INV A	1,227.22	C-121614	SWEEPING SERVICES
007500 SWEEPING CORPORATION 0116448-IN			2015 3 INV A	2,185.00	C-121614	SWEEPING SERVICES
007500 SWEEPING CORPORATION 0116449-IN			2015 3 INV A	2,491.56	C-121614	SWEEPING SERVICES
007500 SWEEPING CORPORATION 0116450-IN			2015 3 INV A	14,440.91	C-121614	SWEEPING SERVICES
				19,944.69		
008127 WASTE CONNECTIONS OF 3537856			2015 3 INV A	565.00	C-121614	TRASH SERVICE
008127 WASTE CONNECTIONS OF 3537986			2015 3 INV A	154.10	C-121614	TRASH SERVICE
				819.18		
019230 WASTE PRO	13252		2015 3 INV A	69,750.00	C-121614	RUBBISH COLLECTION
ACCOUNT TOTAL				106,832.87		
ORG 850 TOTAL				106,888.43		
FUND 0450 SANITATION FUND				TOTAL:	106,880.43	

** END OF REPORT - Generated by Pam Pyle **