

Minutes, City of Southaven, Southaven, Mississippi



MEETING OF THE MAYOR AND BOARD OF ALDERMEN SOUTHAVEN, MISSISSIPPI

CITY HALL
November 3, 2015
6:00 p.m.
AGENDA

1. Call To Order
2. Invocation: Rev. Artis Taylor
3. Pledge Of Allegiance
4. Approval Of Minutes: October 20, 2015
5. Property Maintenance Code
6. Contract with AT&T
7. Hurricane Creek Sewer Project - Phase #6 - SEMS, Inc. - Pay App #5 and Summary Letter
8. Recommendation of Bid Award
9. Surplus Property – Utility Division
10. Resolution To Clean Private Property
11. Planning Agenda: Item #1 Application by CVH Airways, LLC for design review approval of a four story Homewood Suites hotel on the south side of Marathon Way, east of Airways Blvd.
Item #2 Application by Abraham Valenzuela for design review approval of a restaurant to be located on the east side of Getwell Road, south of Goodman Road
Item #3 Application by Vince Vagehela for design review approval of an office building to be located on the north side of Goodman Road, east of Airways Blvd.
Item #4 Application by Reeves Investment Properties, LLC for subdivision approval of Central Park Sec. "M1" on the west side of Tchulahoma Road, south of Stateline Road
Item #5 Application by Reeves Investment Properties, LLC for subdivision approval of Rasco Hills Sec. "F" on the south side of Stateline Road, east of Horn Lake Road
12. Mayor's Report
13. Citizen's Agenda
14. Personnel Docket
15. City Attorney's Legal Update
16. Claims Docket
17. Executive Session: Claims Filed Against City Regarding Utilities and Infrastructure

Any citizen wishing to comment on the above items may do so. Items may be added to or omitted from this agenda as needed.

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MINUTES OF THE REGULAR MEETING OF NOVEMBER 3, 2015 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 3rd day of November, 2015 at six o'clock (6:00) p.m. at City Hall.

Present were:

William Brooks	Alderman At Large
Kristian Kelly	Alderman, Ward 1
Shirley Kite	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, Andrea Mullen, City Clerk and Nick Manley, City Attorney. Approximately sixty (60) other people were present.

Mayor Musselwhite called the meeting to order. Alderman Gallagher led in prayer, followed by the Pledge of Allegiance led by Alderman Ferguson. Next, a motion was made by Alderman Payne to approve the minutes of the regular meeting of October 20, 2015 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.

PROPERTY MAINTENANCE CODE

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI TO ADOPT THE CITY OF SOUTHAVEN PROPERTY MAINTENANCE CODE

The Mayor and Board of Aldermen of the City of Southaven, Mississippi (the "City"), considered the matter of adopting the City of Southaven Property Maintenance Code:

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

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI TO ADOPT THE CITY OF SOUTHAVEN PROPERTY MAINTENANCE CODE

WHEREAS, the Mayor and Board of Alderman of the City have been given the authority pursuant to Miss. Code Section 21-19-11 of the Mississippi Code of 1972, annotated, as amended, to allow for the City to clean private property after due notice is served; and

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WHEREAS, pursuant to Miss. Code Section 21-19-25, the City has the authority to adopt codes dealing with general public health, safety or welfare, or a combination of the same, by ordinance, which includes the adoption of a City Property Maintenance Code; and

WHEREAS, pursuant to Miss. Code 21-17-5, the governing authorities of the City have the care, management and control of the municipal affairs and its property and finances and have the power to adopt any orders, resolutions or ordinances with respect to such municipal affairs, property and finances; and

WHEREAS, after consideration, the Mayor and Board find that the adoption of the City Property Maintenance Code, as set forth below, will improve the general public health, safety or welfare of the City; and

WHEREAS, pursuant to Miss. Code Sections 21-13-1 and 21-17-5, the City has the authority and power to enforce the penalties as set forth in the property maintenance code as adopted by the City;

WHEREAS, the City adopts the City of Southaven Property Maintenance Code as set forth below in this Resolution; and

WHEREAS, the property code as adopted, via City Ordinance, provides specific guidelines for the governmental authorities, and serves the legitimate City interest; and

WHEREAS, the Board authorizes the Mayor, the Planning Director or their designee, to sign such documents or take actions that are necessary or required for the effectuation of the amended Ordinance.

NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI THAT THE RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI TO ADOPT THE CITY OF SOUTHAVEN PROPERTY MAINTENANCE CODE AS FOLLOWS:

CHAPTER 1- SCOPE AND ADMINISTRATION
PART 1 – SCOPE AND APPLICATION
SECTION 1
GENERAL
1.1 Title.

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These regulations shall be known as the Property Maintenance Code of the City of Southaven, hereinafter referred to as "this code" or "the code."

1.2 Scope.

The provisions of this code shall apply to all existing residential and nonresidential structures and all existing premises, excluding those with current agricultural operations, and constitute minimum requirements and standards for premises, structures, and sanitary maintenance; the responsibility of owners and occupants; the occupancy of existing structures and premises, and for administration, enforcement and penalties.

1.3 Intent.

The purpose of this code is to prevent blighted properties in the City which will ultimately preserve property values and economic attractiveness as well as discourage criminal activity. This code shall be construed to secure its expressed intent, which is to ensure public health, safety and welfare insofar as they are affected by the continued occupancy and maintenance of structures and premises. Existing structures and premises that meet the definition of a blighted property shall be altered or repaired to provide a minimum level of health, safety and welfare as required herein.

1.4 Severability.

If a section, subsection, sentence, clause or phase of this code is, for any reason, held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this code.

SECTION 2

APPLICABILITY

2.1 General.

Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall govern. Where differences occur between provisions of this code and the referenced standards, the provisions of this code shall apply. Where, in a specific case, different sections of this code specify different requirements, the most restrictive shall govern.

2.2 Maintenance.

Safeguards required by this code or a previous regulation or code under which the structure or premises was constructed, altered or repaired shall be maintained in good working order. No owner, operator or occupant shall cause any service, facility, equipment or utility which is required under this section to be removed from or shut off from or discontinued for any occupied dwelling, except for such temporary interruption as necessary while repairs or alterations are in progress. The requirements of this code are not intended to provide the basis for removal or abrogation of fire protection and safety systems and devices in existing structures. Except as otherwise specified herein, the owner shall be responsible for the maintenance of buildings, structures and premises.

2.3 Application of other codes.

Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the applicable City of Southaven adopted codes, ordinances and zoning regulations.

2.4 Existing remedies.

The provisions in this code shall not be construed to abolish or impair existing remedies of the jurisdiction or its officers or agencies relating to the removal or demolition of any structure which is dangerous, unsafe and insanitary.

2.5 Workmanship.

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Repairs, maintenance work, alterations or installations which are caused directly or indirectly by the enforcement of this code shall be executed and installed in a workmanlike manner and installed in accordance with the manufacturer's instruction. In addition, all applicable licenses, permits and bonding shall be required for any repairs, maintenance work, alterations or installations.

2.6 Historic buildings.

The provisions of this code shall not be mandatory for existing buildings or structures designated as historic buildings when such buildings or structures are judged by the code official to be safe and in the public interest of health, safety and welfare.

2.7 Referenced codes and standards.

The codes and standards referenced in this code shall be those that have been adopted by the City of Southaven and considered part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections 2.7.1 and 2.7.2.

Exception: Where enforcement of a code provision would violate the conditions of the listing of the equipment or appliance, the conditions of the listing shall apply.

2.7.1 Conflicts.

Where conflicts occur between provisions of this code and the referenced standards, the provisions of this code shall apply

2.7.2 Provisions in referenced codes and standards.

Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code, the provisions of this code, as applicable, shall take precedence over the provisions in the referenced code or standard.

2.8 Requirements not covered by code.

Requirements necessary for the strength, stability or proper operation of an existing fixture, structure or equipment, or for the public safety, health and general welfare, not specifically covered by this code, shall be determined by the code official.

2.9 Application of references.

References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section or provisions of this code.

2.10 Other laws.

The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law.

PART 2- ADMINISTRATION AND ENFORCEMENT

SECTION 3

DEPARTMENT OF PROPERTY MAINTENANCE INSPECTION

3.1 General.

The Planning Director shall be known as the code official.

3.2 Deputies.

In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the code official shall have the authority to appoint a deputy(s). Such employees shall have powers as delegated by the code official.

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3.3 Liability.

The code official, member of the board of appeals or employee charged with the enforcement of this code, while acting for the jurisdiction, in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered liable personally, and is hereby relieved from all personal liability for any damage accruing to persons or property as a result of an act or by reason of an act or omission in the discharge of official duties. Any suit instituted against any officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by the legal representative of the jurisdiction until the final termination of the proceedings. The code official or any subordinate shall not be liable for cost in an action, suit or proceeding that is instituted in pursuance of the provisions of this code.

3.4 Fees.

The fees for activities and services performed by the department in carrying out its responsibilities under this code shall be in accordance with Fees identified by Ordinances of the City of Southaven or other such fee as may be adopted by Resolution.

SECTION 4

DUTIES AND POWERS OF THE CODE OFFICIAL

4.1 General.

The code official is hereby authorized and directed to enforce the provisions of this code.

4.2 Inspections.

The code official shall make all of the required inspections, or shall accept reports of inspection by approved agencies or individuals. All reports of such inspections shall be in writing and be certified by a responsible officer such approved agency or by the responsible individual. The code official is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise, subject to the approval of the appointing authority.

4.3 Identification.

The code official shall carry proper identification when inspecting structures or premises in the performance of duties under this code.

4.4 Notices and orders.

The code official shall issue all necessary notices or orders to ensure compliance with this code.

4.5 Department records.

The code official shall keep official records of all business and activities of the department specified in the provisions of this code. Such records shall be retained in the official records for the period required for retention of public records.

SECTION 5

APPROVAL

5.1 Modifications.

Wherever there are practical difficulties involved in carrying out the provisions of this code, the code official shall have the authority to grant modifications for individual cases upon application of the owner or owner's representative, provided the code official shall first find that special individual reason makes the strict letter of this code impractical and the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health,

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life and fire safety requirements. The details of action granting modifications shall be recorded and entered in the department files.

5.2 Alternative materials, methods and equipment.

The provisions of this code are not intended to prevent the installation of any material or to prohibit any method of construction not specifically prescribed by this code, provided that any such alternative has been approved. An alternative material or method of construction shall be approved where the code official finds that the proposed design is satisfactory and complies with the intent of the provisions of this code and that the material or method of work offered is, for the purpose intended, at least the equivalent of the prescribed in this code in quality, strength, effectiveness, fire resistance, durability and safety.

5.3 Required testing.

Whenever there is insufficient evidence of compliance with the provisions of this code, or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims for alternative materials or methods, the code official shall have the authority to require tests to be made as evidence of compliance at no expense to the jurisdiction.

5.3.1 Test methods.

Test methods shall not be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the code official shall be permitted to approve appropriate testing procedures performed by an approved agency.

5.3.2 Test reports.

Reports of test shall be retained by the code official for the period required for retention of public records.

5.4 Material and equipment.

Materials, equipment and devices shall not be used unless such elements are in good repair or have been reconditioned and tested when necessary, placed in good and proper working condition and approved by the code official.

5.5 Approved materials and equipment.

Materials, equipment and devices approved by the code official shall be constructed and installed in accordance with such approval.

5.6 Research reports.

Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall consist of valid research reports for approved sources.

SECTION 6

VIOLATIONS

6.1 Unlawful acts.

It shall be unlawful for a person, firm, or corporation to be in conflict with or in violation of any of the provisions of this code.

6.2 Notice of violation.

The code official shall serve a notice violation or order in accordance with Section 7.

6.3 Prosecution of violation.

Any person failing to comply with a notice of violation or order served in accordance with Section 7 shall be deemed guilty of a misdemeanor or civil infraction as determined by the City of Southaven and the violation shall be deemed a strict liability offense. If the notice of violation is not complied with, the code official shall institute the appropriate proceeding at law or in equity to

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restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the structure in violation of the provisions of this code or of the order to direction made pursuant thereto. Specifically in relation to violations regarding grass and weeds, upon failure of the owner or agent having charge of a property to cut and destroy weeds after service of a notice of violation, they shall be subject to prosecution in accordance with this Section 6.3 and as prescribed by the authority having jurisdiction. Upon failure to comply with the notice of violation, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the owner or agent responsible for the property. Any action taken by the authority having jurisdiction on such premises shall be charged against the real estate upon which the structure is located in the form of an assessment upon such real estate.

6.4 Violation penalties.

Any person, individual, corporation, company, partnership, association or any other entity failing to comply with this code or any of the requirements thereof or otherwise violating this code or any of its provisions shall, after notice and a reasonable time to correct, which shall not exceed 90 days, pay a fine not exceeding five hundred dollars (\$500), plus court costs, and in case of continuing violations without reasonable effort on the part of the defendant to correct, the same each day the violation continues thereafter shall be a separate offense pursuant to Sections 21-13-1 and 21-17-5, Mississippi Code of 1972, or other applicable statutes. For the purposes of this ordinance, the term "a reasonable time to correct" shall be the same as included in the correction order required under section 7.2.4. The City shall impose for said violation(s) all other penalties and have access to any other remedies available under law to correct the conditions giving rise to the violations of this code.

6.5 Abatement of violation.

The imposition of the penalties herein prescribed shall not preclude the legal officer of the jurisdiction from instituting appropriate action to restrain, correct or abate a violation, or to prevent illegal occupancy of a building, structure or premises, or to stop an illegal act, conduct, business or utilization of the building, structure or premises. Furthermore, the attending municipal court judge shall have the discretion to delay or abate penalties for owner-occupied residential property owners that provide court-specified financial documentation to prove that an extreme financial hardship exists that prevents the violations from being corrected in a timely manner.

SECTION 7

NOTICES AND ORDER

7.1 Notice to person responsible. Whenever the code official determines that there has been a violation of this code or has grounds to believe that a violation has occurred, notice shall be given in the manner prescribed in Sections 7.2 and 7.3 to the person responsible for the violation as specified in this code. Notices for condemnation procedures shall also comply with Section 7.3.

7.2 Form.

Such notice prescribed in Section 7.1 shall be in accordance with all of the following:

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1. Be in writing.
2. Include a description of the real estate sufficient for identification.
3. Include a statement of the violation or violations and why the notice is being issued.
4. Include a correction order allowing a reasonable time, which shall not exceed 90 days, to make the repairs and improvements required to bring the dwelling unit or structure into compliance with the provisions of this code.
5. Inform the property owner of the right to appeal.

7.3 Method of service.

Such notice shall be deemed to be properly served if a copy thereof is:

1. Delivered personally;
2. Sent by certified or first-class mail addressed to the last known address; or
3. If the notice is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice.

7.4 Unauthorized tampering.

Signs, tags or seals posted or affixed by the code official shall not be mutilated, destroyed or tampered with, or removed without authorization from the code official

7.5 Penalties.

Penalties for noncompliance with orders and notices shall be as set forth in Section 6.4.

7.6 Transfer of ownership.

It shall be unlawful for the owner of any dwelling unit or structure who has received a compliance order or upon whom a notice of violation has been served to sell, transfer, mortgage, lease or otherwise dispose of such dwelling unit or structure to another until the provisions of the compliance order or notice of violation have been complied with, or until such owner shall first furnish the grantee, transferee, mortgagee or lessee a true copy of any compliance order or notice of violation issued by the code official and shall furnish to the code official a signed and notarized statement from the grantee, transferee, mortgagee or lessee, acknowledging the receipt of such compliance order or notice of violation and fully accepting the responsibility without condition for making the corrections or repairs required by such compliance order or notice of violation.

SECTION 8

MEANS OF APPEAL

8.1 Application for appeal.

Any person directly affected by a decision of the code official or a notice or order issued under this code shall have the right to appeal to the Board of Adjustments, provided that a written application for appeal is filed within 20 days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means.

8.2 Open hearing.

Hearings before the board shall be open to the public. The appellant, the appellant's representative, the code official and any person whose interests are

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affected shall be given an opportunity to be heard. A quorum shall consist of not less two-thirds of the board membership.

8.2.1 Procedure.

The board shall adopt and make available to the public the procedures under which a hearing will be conducted. The procedures shall not require compliance with strict rules of evidence, but shall mandate that only relevant information be received.

8.3 Postponed hearing

When the full board is not present to hear an appeal, either the appellant or the appellant's representative shall have the right to request a postponement of the hearing.

8.4 Board decision.

The board shall modify or reverse the decision of the code official only by a concurring vote of a majority of the total number of board members.

8.5 Records and copies.

The decision of the board shall be recorded. Copies shall be furnished to the appellant and to the code official.

8.6 Administration.

The code official shall take immediate action in accordance with the decision of the board.

8.7 Court review.

Any person, whether or not a previous party of the appeal, shall have the right to apply to the appropriate court for a writ of certiorari to correct errors of law. Application for review shall be made in the manner and time required by Mississippi law.

8.8 Stays of enforcement.

Appeals of notice and orders shall stay the enforcement of the notice and order until the appeal is heard by the appeals board.

CHAPTER 2 - DEFINITIONS

SECTION 1

GENERAL

1.1 Scope.

Unless otherwise expressly stated, the following terms shall, for the purposes of this code, have the meanings shown in this chapter.

1.2 Interchangeability.

Words stated in the present tense include the future; words stated in the masculine gender include the feminine and neuter; the singular number includes the plural and the plural, the singular.

1.3 Terms defined in other codes.

Where terms are not defined in this code and are defined in the International Building Code, International Fire Code, International Fuel Gas Code, International Plumbing Code, or International Residential Code such terms shall have the meanings ascribed to them as stated in those codes.

1.4 Terms not defined.

Where terms are not defined through the methods authorized by this section, such terms shall have ordinarily accepted meanings such as the context implies.

1.5 Parts.

Whenever the words "dwelling unit," "dwelling," "premises," "building," or "property" are stated in this code, they shall be construed as though they were followed by the words "or any part thereof."

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SECTION 2

GENERAL DEFINITIONS

APPROVED. Acceptable to the code official.

BLIGHTED PROPERTY. Any structure, premises, or property that displays two or more of the conditions set forth in Chapter 3, Section 2 of this Ordinance that evidence such an extreme state of disrepair or lack of maintenance that such condition is visible from a public street.

CODE OFFICIAL. The official, as set forth in Chapter 1, Part 2, Section 3.1 and 3.2 of this code, who is charged with the administration and enforcement of this code, or any duly authorized representative.

CONDEMN. To adjudge unfit for occupancy.

DETACHED. When a structural element is physically disconnected from another and that connection is necessary to provide a positive connection.

DETERIORATION. To weaken, disintegrate, corrode, rust or decay and lose effectiveness.

DWELLING UNIT. A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

EXTERIOR PROPERTY. The open space on the premises and on adjoining property under the control of owners or operators of such premises.

GARBAGE. Any discarded material resulting from the inhabitation of a residential unit, including animal or vegetable waste resulting from the handling, preparation, cooking and consumption of food.

INFESTATION. The presence, within or contiguous to, a structure or premises of insects, rodents, vermin or other pests.

INOPERABLE MOTOR VEHICLE. A vehicle which cannot be driven upon the public streets for reason including but not limited to being unlicensed, wrecked, abandoned, in a state of disrepair, or incapable of being moved under its own power.

OCCUPANT. Any individual living or sleeping in a building, or having possession of a space within a building.

OWNER. Any person or corporation having legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

PARKING LOT. An area utilized for parking cars, excluding single-family dwellings.

PERSON. An individual, corporation, partnership or any other group acting as a unit.

PEST ELIMINATION. The control and elimination of insects, rodents, or other pests by eliminating their harborage places; by removing or making inaccessible materials that serve as their food or water; by other approved pest-elimination methods.

PREMISES. A lot, plot or parcel of land, easement or public way, including any structures thereon.

RUBBISH. Combustible and noncombustible waste materials, except garbage; the term shall include the residue from the burning of wood, coal, coke and other combustible materials, paper, rags, cartons, boxes, wood, excelsior, rubber,

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leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass, crockery and dust and other similar materials.

SHRUB. A woody plant smaller than a tree, having multiple permanent stems branching from or near the ground.

STRICT LIABILITY OFFENSE. An offense in which the prosecution in a legal proceeding is not required to prove criminal intent as a part of its case. It is enough to prove that the defendant either did an act which was prohibited, or failed to do an act which the defendant was legally required to do.

STRUCTURE. That which is built or constructed or a portion thereof.

TENANT. A person, corporation, partnership or group, whether or not the legal owner of record, occupying a building or portion thereof as a unit.

TREE. A woody perennial plant, typically having a single stem or trunk growing to a considerable height and bearing lateral branches at some distance from the ground.

WEED. Any grass, annual plant or vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.

WORKMANLIKE. Executed in a skilled manner; e.g., generally plumb, level, square, in line, undamaged and without marring adjacent work.

YARD. An open space on the same lot with a structure.

CHAPTER 3 - GENERAL REQUIREMENTS

SECTION 1

GENERAL

1.1 Scope. The provisions of this chapter shall govern the minimum conditions and responsibilities of persons for maintenance of structures, equipment and exterior property.

1.2 Responsibility. The owner of the premises shall maintain the structures and exterior property in compliance with these requirements, except as otherwise provided for in this code. A person shall not occupy as owner-occupant or permit another person to occupy premises which are not in a sanitary and safe condition and which do not comply with the requirements of this Chapter. Occupants of a dwelling unit, are responsible for keeping in a clean, sanitary and safe condition that part of the dwelling unit which they occupy and control.

1.3 Vacant structures and land. All vacant structures and premises thereof or vacant land shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety.

SECTION 2

BLIGHTED PROPERTY VIOLATIONS

Any two of the following conditions shall constitute a "Blighted Property" and shall be deemed a violation of this Ordinance and such violation shall be subject to all notices and penalties set forth in this Ordinance:

2.1 Exterior Structure Surfaces. Walls, trim, columns, porches, stairs, decks, balconies, chimneys, awnings, foundation exteriors, doors, windows, shutters, gutters, downspouts, roof turbines, skylights, or any other surface materials, including all of the same with detached structures, that are missing, broken, bent, loose, defaced by markings or carvings, or deteriorated by cracking, rotting, rusting, or paint chipping.

2.2 Roofs. Structures that have missing shingles throughout 50% or more of visible slopes creating a "checkerboard" appearance or any type of temporary

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repair, exceeding sixty (60) days, including the use of tarpaulins or wood materials.

2.3 Fences. Fences and/or gates, that are leaning or have missing or broken planks, rails, or posts, and iron, aluminum, or metal materials that are decayed by rust or corrosion.

2.4 Exterior Property Sanitation. The lack of sanitation created by rubbish or garbage other than that contained in City carts, appliances, indoor furniture, automotive parts, unused construction materials, or any other excessive outside storage that creates a cluttered and menacing environment.

2.5 Motor Vehicles. Inoperable Motor Vehicles that are parked, kept, or stored on the Premises or Yard including those in a state of major disassembly or in the process of being stripped or dismantled.

2.6 Grass and Weeds. Any Premises or Yard which has grass, weed, or plant growth, excluding Trees, Shrubs, or cultivated flowers and gardens, that exceeds six (6) inches in height or length.

2.7 Shrubs. Any Premises or Yard which has shrubs that are unkempt and overgrown to the severity of reaching the roof cornice of a structure or blocking 50% or more of a structure's window.

2.8 Parking Lots. Parking Lots with multiple potholes in the asphalt or cracking or breaking to the severity that destabilization exists evidenced by the visibility of base materials.

NOW, THEREFORE BE IT ORDERED that the City of Southaven Property Maintenance Code as set forth above in this Resolution shall take effect one month after passage.

NOW, THEREFORE BE IT ORDERED that the City Clerk, pursuant to Miss. Code 21-19-25, provide notice of the adoption of the code in the *Desoto Times* for one (1) time a notice in substantially the following form:

Notice is given that the City of Southaven on the 3rd day of November, 2015 adopted the City of Southaven Property Maintenance Code. The Adopted Ordinance is on file with the Southaven City Clerk and can be reviewed Monday–Friday from 8 a.m. to 5 p.m.

IT IS FURTHER ORDERED that the Codes hereby adopted pursuant to this Ordinance shall be certified to by the mayor and City Clerk, and shall be filed as a permanent record in the office of the clerk.

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

Alderman Kristian Kelly
Alderman Shirley Kite
Alderman Joel Gallagher

voted: NO
voted: YES
voted: YES

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Alderman George Payne	voted: YES
Alderman William Brooks	voted: YES
Alderman Scott Ferguson	voted: YES
Alderman Raymond Flores	voted: YES

Having received a majority of affirmative votes, the Mayor declared that the Resolution was carried and adopted as set forth above on this the 3rd day of November, 2015.

CITY OF SOUTHAVEN, MISSISSIPPI

CONTRACT WITH AT&T

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

Mr. Manley stated that this contract is for the continuation of the City's current RMS (Records Management Software) project for Law Enforcement. This service allows the City to move to Interact's online RMS rather than stay with our current RMS. Mr. Manley stated that each agency in the county will have their own contract going forward. There is no equipment being purchased in the process only software services. Mr. Manley stated that previously, he submitted changes to AT&T which were reviewed by their attorneys and not all changes were accepted, but both sides agree that the contract will be governed by Mississippi law and there is a severability clause for those clauses or sections which are not enforceable. Mr. Manley stated that he is requesting approval and authority for Mayor Musselwhite to sign the contract with AT&T based on the need for the SPD to have this contract in place and the fact that each City in Desoto County is entering into the same contract with the same terms. Alderman Brooks made the motion to approve the contract and allow Mayor Musselwhite to sign. Motion was seconded by Alderman Kelly.

Roll call was as follows:

ALDERMAN	VOTED
Alderman Brooks	YES
Alderman Kelly	YES
Alderman Kite	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 3rd day of November, 2015.

Minutes, City of Southaven, Southaven, Mississippi

A copy of each AT&T contract is attached to these minutes.

HURRICANE CREEK SEWER PROJECT – PHASE 6- SEMS, INC. –PAY APP #5 AND SUMMARY LETTER

Sean Hilsdon with Neel Schaffer explained that this item is for an intermediate payout with no changes. Alderman Payne made the motion to approve Pay App #5. Motion was seconded by Alderman Brooks.

Roll call was as follows:

ALDERMAN	VOTED
Alderman Brooks	YES
Alderman Kelly	YES
Alderman Kite	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 3rd day of November, 2015.

A copy of the pay application and summary letter is attached to these minutes.

RECOMMENDATION OF BID AWARD

Bradley Wallace, Public Works Director, presented this item to the Board.

Mr. Wallace stated that Cascade Carts was the lowest and best bid for garbage carts and made the recommendation to award the annual contract to them for the submitted bid prices of \$43.98 per green cart for an order of 522 and \$48.98 per pink cart for an order of 200. Alderman Brooks made the motion to accept Mr. Wallace's recommendation to approve the contract with Cascade Carts. Motion was seconded by Alderman Gallagher.

Roll call was as follows:

ALDERMAN	VOTED
Alderman Brooks	YES
Alderman Kelly	YES
Alderman Kite	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 3rd day of November, 2015.

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

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SURPLUS PROPERTY - UTILITY DIVISION

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

WHEREAS, the City of Southaven Utility Department ("City") 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 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 Vehicle 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 be hereby declared as surplus property as the property is outdated, not useful or cost effective due to the storage and maintenance costs and has no value to the City.
2. The City Clerk, or her designee, is hereby authorized and directed to follow Mississippi Code 17-25-25 for the disposition of the Vehicle.

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

Alderman William Brooks	voted: YES
Alderman Kristian Kelly	voted: YES
Alderman Shirley Beshears	voted: YES

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Alderman George Payne	voted: YES
Alderman Joel Gallagher	voted: YES
Alderman Scott Ferguson	voted: YES
Alderman Raymond Flores	voted: YES

RESOLVED AND DONE, this 3rd day of November, 2015.

A copy of the surplus property list is attached to these minutes.

RESOLUTION TO CLEAN PRIVATE PROPERTY

RESOLUTION GRANTING AUTHORITY TO CLEAN PRIVATE PROPERTY

WHEREAS, the governing authorities of the City of Southaven, Mississippi, have received numerous complaints regarding the parcel of land located at the following address, to-wit: **6782 Snowden Lane, 2371 Heather Ridge**, to the effect that the said parcel of land has been neglected whereby **the grass height is in violation and there exist other unsafe conditions** and that the parcel of land in the present condition is deemed to be a menace to the public health and safety of the community.

WHEREAS, pursuant to Section 21-19-11 of the Mississippi Code Annotated (1972), the governing authorities of the City of Southaven, Mississippi, provided the owners of the above described parcel of land with notice of the condition of their respective parcel of land and further provided them with notice of a hearing before the Mayor and Board of Aldermen on **Tuesday, November 3, 2015**, by United States mail and by posting said notice, to determine whether or

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not the said parcel of land were in such a state of uncleanness as to be a menace to the public health and safety of the community.

WHEREAS, none of the owners of the above described parcel of land appeared at the meeting of the Mayor and Board of Aldermen on **Tuesday, November 3, 2015**, to voice objection or to offer a defense.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Mayor and Board of Alderman of the City of Southaven, Mississippi, that the above described parcel of land located at: **6782 Snowden Lane, 2371 Heather Ridge**, is deemed in the existing condition to be a menace to the public health and safety of the community.

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

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

ALDERMAN	VOTED
Alderman William Brooks	YES
Alderman Kristian Kelly	YES
Alderman Shirley Kite	YES
Alderman George Payne	YES
Alderman Joel Gallagher	YES

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Alderman Scott Ferguson	YES
Alderman Raymond Flores	YES

The Resolution, having received a majority vote of all Aldermen present, was declared adopted on this, the 3rd day of November, 2015.

CITY OF SOUTHAVEN, MISSISSIPPI

PLANNING AGENDA

ITEM #1 Application by CVH Airways, LLC for design review approval of a four story Homewood Suites hotel on the south side of Marathon Way, east of Airways Blvd.

Mrs. Choat-Cook stated that this design review application is for a four story hotel to be located in the Briargate Commercial Subdivision. Mrs. Choat-Cook added that this application had been discussed at a previous meeting, but was tabled due to submitted materials being less than desirable. The second application submitted contained different designs, brick, EIFS, and stone work and was passed unanimously in favor of by the Planning Commission. Mrs. Choat-Cook stated that the applicant would also like to discuss the materials that they would prefer to construct with, but she explained to them that they would need to apply for a variance and that the request would not be a part of this application process. Mrs. Choat-Cook stated that the application is for the design criteria and exterior elevation materials as opposed to the overall building materials. Alderman Flores made the motion to accept the recommendation to approve the application. Motion was seconded by Alderman Kite.

Roll call was as follows:

ALDERMAN	VOTED
Alderman Brooks	YES
Alderman Kelly	YES
Alderman Kite	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 3rd day of November, 2015.

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A copy of the staff report, elevation rendering and material sample board rendering is attached to these minutes.

Item #2 Application by Abraham Valenzuela for design review approval of a restaurant to be located on the east side of Getwell Road, south of Goodman Road

Mrs. Choat-Cook stated that the applicant is requesting to build a new structure for a restaurant in the Bob White Farms Subdivision on the east side of Getwell Road and the south side of Goodman Road. Revisions were made to their landscape plan and detention pond in the back that stores all of the water along Getwell Road and the applicant has agreed to swap two (2) concrete swells. Mrs. Choat-Cook added that the applicant could not provide a fire lane, but the Fire Marshal approved the layout and stated that they could get apparatus around it. The application submitted was approved by the Planning Commission. Alderman Kite made the motion to approve the design review application. Motion was seconded by Alderman Ferguson.

Roll call was as follows:

ALDERMAN	VOTED
Alderman Brooks	YES
Alderman Kelly	YES
Alderman Kite	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 3rd day of November, 2015.

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

Item #3 Application by Vince Vagehela for design review approval of an office building to be located on the north side of Goodman Road, east of Airways Blvd.

Mrs. Choat-Cook stated that this design review application is for a two (2) story office building on Lot 4 of the Goodman Place Subdivision located behind C-Spire on Goodman Road. Mrs. Choat-Cook stated that the building will be used for hospitality training and hotel management. Alderman Payne made the motion to approve the design review application. Motion was seconded by Alderman Brooks.

Roll call was as follows:

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ALDERMAN	VOTED
Alderman Brooks	YES
Alderman Kelly	YES
Alderman Kite	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 3rd day of November, 2015.

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

Item #4 Application by Reeves Investment Properties, LLC for subdivision approval of Central Park Sec. "M1" on the west side of Tchulahoma Road, south of Stateline Road

Mrs. Choat-Cook stated that this application is for Central Park Section M-1 located directly off of Tchulahoma and has its own proposed access. Mrs. Choat-Cook stated that the application is compliant with the PUD in terms of the square footage of the lots and homes. Mrs. Choat-Cook stated that there is some concern with the two (2) lots adjacent to Tchulahoma having a landscaping sign easement for locator signs. Mrs. Choat-Cook stated that there has been discussion about subdivision signs that do not have a Home Owner's Association to maintain them. Mr. Ben Smith with Reeves Investment Properties LLC stated that they would add a #6 item to the General Statement that states that Reeves Investment Properties, LLC would maintain them. There was concern with this option due to LLC's dissolving. Mrs. Choat-Cook stated that she contacted the property owner and told him that a maintenance plan was needed before going to the Board for approval. The owner has been out of town and he requested additional time to think about it. Mrs. Choat-Cook made the recommendation to table this item until they could get back in touch with the owner to make sure he has an appropriate maintenance plan before approval. Alderman Flores made the motion to table this application request. Motion was seconded by Alderman Kelly.

Roll call was as follows:

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

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Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried on the 3rd day of November, 2015.

Item #5 Application by Reeves Investment Properties, LLC for subdivision approval of Rasco Hills Sec. "F" on the south side of Stateline Road, east of Horn Lake Road

Mrs. Choat-Cook stated that this application is for subdivision approval that consists of 6.42 acres with 24 lots and no common open space. The minimum lot sizes were 6,000 sq. ft. with a minimum heated square footage of 1,250 sq. ft. This subdivision's lot sizes are between 7,200 sq. ft. and 18,592 sq. ft., which exceed the requirements. Mrs. Choat-Cook stated that there is an existing home on the plat that is not part of the subdivision and the applicant was asked to add a perimeter fence around all three (3) sides to protect that particular property owner. A motion was made by alderman Brooks to approve the application contingent upon the installation of the perimeter fence. Motion was seconded by Alderman Payne.

Roll call was as follows:

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

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

MAYOR'S REPORT

- Mayor Musselwhite stated that the Snowden Grove Mini Stadium Project that was approved by the Board at the previous board meeting is now under construction. This project will add a stadium roof and chairback stadium seats to one of the fields at Quads A, B, and C. A centerfield "Batter's Eye" structure and pressbox will also be added at Field C12 where the televised Dizzy Dean World Series 12-year old championship game is played and bathroom and concession facilities will be added to Quads B and C.
- Mayor Musselwhite stated that the Tanger Outlet Mall Grand Opening will be November 20, 2015 at 10 a.m. Governor Phil Bryant, Senator Thad Cochran, Senator Roger Wicker and Steven Tanger, CEO for Tanger Outlets will be in attendance for the ceremony. Mayor Musselwhite expressed that this is an exciting time for the City of Southaven.
- Mayor Musselwhite stated that MDOT is going to launch a media campaign to help answer some of the questions about the timeline on the project to widen the Interstate and re-work the interchange at Church

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Road. Mayor Musselwhite acknowledged that traffic is going to be a serious issue for a few years, but there is a plan in place. In addition, MDOT has agreed to work with our local engineers and mall engineers to optimize the functionality of all of the traffic signals at I55 and Church Road, Church Road and Airways Boulevard and at the two entrances into the mall at Plum Point Avenue and Airways Boulevard. They will look at turning lanes, the efficiency of the signals to make sure that we are doing everything possible to mitigate the traffic problems. Mayor Musselwhite stated that MDOT has been very receptive and understanding and that he feels comfortable that Commissioner Mike Tagert and his crew will be a friend to the City of Southaven as we go through the challenges over the next few years.

- Mayor Musselwhite stated that he had a conversation with MDOT Commissioner Mike Tagert about improving the entrance to our City and State since we are the northern gateway to Mississippi along Interstate 55. With a simple request, the sign was removed from the previous location near Goodman Road and was replaced with a larger sign northward to the actual state line. Mayor Musselwhite expressed his appreciation to Commissioner Tagert, Mitch Turner, and MDOT for making this happen so quickly.



- Mayor Musselwhite announced that the Desoto County Hazardous Waste Day is this coming Saturday, November 7th from 8 a.m. to 12 p.m. at the Landers Center.

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CITIZEN'S AGENDA

No Citizen's Agenda

PERSONNEL DOCKET

Personnel
Docket
November
3 2015

<u>Additions</u>					
Last	First	Position	Department	Start Date	Rate of Pay
Anderson	Christopher	Street Laborer	Public Works-311	TBD	\$11.25
Coleman	Reginald	Operator	Public Works-311	TBD	\$16.00
Ware	Sonya	Clerk	Clerk-155	TBD	\$14.00

<u>Adjustments</u>					
Last	First	Previous Classification	New Classification	Effective Date	Proposed Rate of Pay
Legget	Brett	Animal Control Officer	Street Laborer		\$11.25

<u>Employment</u>					
Last	First	Department	Action Taken	Effective Date	With/Without Pay

<u>Terminations</u>					
L					
<u>Resignations</u>					
Last	First	Position	Department	Termination Date	Rate of Pay
Wells	Pierre	Laborer	Public Works -311	10/20/15	\$12.17
Hawkins	Demarcus	Operator	Public Works -311	10/20/15	\$16.00

Alderman Brooks made the motion to approve the Personnel Docket of November 3, 2015 as presented to this Board. Motion was seconded by Alderman Ferguson. The motion was put to vote and passed unanimously.

CITY ATTORNEY'S LEGAL UPDATE

Mr. Manley stated that authorization is needed for Chris Shelton, IT and Emergency Communications Director, to sign a printer maintenance contract with Dex imaging, Inc. for the Planning Department. Alderman Payne made the motion to approve the contract and authorize Chris Shelton to sign. Motion was seconded by Alderman Gallagher.

Roll call was as follows:

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ALDERMAN	VOTED
Alderman Brooks	YES
Alderman Kelly	YES
Alderman Kite	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 3rd day of November, 2015.

A copy of the agreement is attached to these minutes.

CLAIMS DOCKET

A motion was made by Alderman Payne to approve the Claims Docket of November 3, 2015, including demand checks and payroll in the amount of \$2,617,906.54. Motion was seconded by Alderman Flores.

Excluding voucher numbers:

249549, 249558, 249588, 249592, 249594, 249608, 249695, 249696, 249697, 249783, 249785, 249813, 249880, 249950, 249951, 249952, 249989, 249990, 250028, 250102, 250195, 250196, 250197, 250206, 250213, 250225

Roll call was as follows:

ALDERMAN	VOTED
Alderman Brooks	YES
Alderman Kelly	YES
Alderman Kite	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 3rd day of November, 2015.

EXECUTIVE SESSION

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

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There being no further business to come before the Board of Aldermen, a motion was made by Alderman Brooks to adjourn. Motion was seconded by Alderman Flores. Motion was put to a vote and passed unanimously, November 3, 2015 at 9:15 p.m.

Darren Musselwhite,
Mayor

City Clerk's Office

(Seal)

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Minutes, City of Southaven, Southaven, Mississippi

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI TO ADOPT THE CITY OF SOUTHAVEN PROPERTY MAINTENANCE CODE

The Mayor and Board of Aldermen of the City of Southaven, Mississippi (the "City"), considered the matter of adopting the City of Southaven Property Maintenance Code:

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

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI TO ADOPT THE CITY OF SOUTHAVEN PROPERTY MAINTENANCE CODE

WHEREAS, the Mayor and Board of Alderman of the City have been given the authority pursuant to Miss. Code Section 21-19-11 of the Mississippi Code of 1972, annotated, as amended, to allow for the City to clean private property after due notice is served; and

WHEREAS, pursuant to Miss. Code Section 21-19-25, the City has the authority to adopt codes dealing with general public health, safety or welfare, or a combination of the same, by ordinance, which includes the adoption of a City Property Maintenance Code; and

WHEREAS, pursuant to Miss. Code 21-17-5, the governing authorities of the City have the care, management and control of the municipal affairs and its property and finances and have the power to adopt any orders, resolutions or ordinances with respect to such municipal affairs, property and finances; and

WHEREAS, after consideration, the Mayor and Board find that the adoption of the City Property Maintenance Code, as set forth below, will improve the general public health, safety or welfare of the City; and

WHEREAS, pursuant to Miss. Code Sections 21-13-1 and 21-17-5, the City has the authority and power to enforce the penalties as set forth in the property maintenance code as adopted by the City;

WHEREAS, the City adopts the City of Southaven Property Maintenance Code as set forth below in this Resolution; and

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WHEREAS, the property code as adopted, via City Ordinance, provides specific guidelines for the governmental authorities, and serves the legitimate City interest; and

WHEREAS, the Board authorizes the Mayor, the Planning Director or their designee, to sign such documents or take actions that are necessary or required for the effectuation of the amended Ordinance.

NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI THAT THE RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI TO ADOPT THE CITY OF SOUTHAVEN PROPERTY MAINTENANCE CODE AS FOLLOWS:

CHAPTER 1- SCOPE AND ADMINISTRATION

PART 1 – SCOPE AND APPLICATION

SECTION 1

GENERAL

1.1 Title.

These regulations shall be known as the Property Maintenance Code of the City of Southaven, hereinafter referred to as “this code” or “the code.”

1.2 Scope.

The provisions of this code shall apply to all existing residential and nonresidential structures and all existing premises, excluding those with current agricultural operations, and constitute minimum requirements and standards for premises, structures, and sanitary maintenance; the responsibility of owners and occupants; the occupancy of existing structures and premises, and for administration, enforcement and penalties.

1.3 Intent.

The purpose of this code is to prevent blighted properties in the City which will ultimately preserve property values and economic attractiveness as well as discourage criminal activity. This code shall be construed to secure its expressed intent, which is to ensure public health, safety and welfare insofar as they are affected by the continued occupancy and maintenance of structures and premises. Existing structures and premises that meet the definition of a blighted property shall be altered or repaired to provide a minimum level of health, safety and welfare as required herein.

1.4 Severability.

If a section, subsection, sentence, clause or phase of this code is, for any reason, held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this code.

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SECTION 2

APPLICABILITY

2.1 General.

Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall govern. Where differences occur between provisions of this code and the referenced standards, the provisions of this code shall apply. Where, in a specific case, different sections of this code specify different requirements, the most restrictive shall govern.

2.2 Maintenance.

Safeguards required by this code or a previous regulation or code under which the structure or premises was constructed, altered or repaired shall be maintained in good working order. No owner, operator or occupant shall cause any service, facility, equipment or utility which is required under this section to be removed from or shut off from or discontinued for any occupied dwelling, except for such temporary interruption as necessary while repairs or alterations are in progress. The requirements of this code are not intended to provide the basis for removal or abrogation of fire protection and safety systems and devices in existing structures. Except as otherwise specified herein, the owner shall be responsible for the maintenance of buildings, structures and premises.

2.3 Application of other codes.

Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the applicable City of Southaven adopted codes, ordinances and zoning regulations.

2.4 Existing remedies.

The provisions in this code shall not be construed to abolish or impair existing remedies of the jurisdiction or its officers or agencies relating to the removal or demolition of any structure which is dangerous, unsafe and insanitary.

2.5 Workmanship.

Repairs, maintenance work, alterations or installations which are caused directly or indirectly by the enforcement of this code shall be executed and installed in a workmanlike manner and installed in accordance with the manufacturer's instruction. In addition, all applicable licenses, permits and bonding shall be required for any repairs, maintenance work, alterations or installations.

2.6 Historic buildings.

The provisions of this code shall not be mandatory for existing buildings or structures designated as historic buildings when such buildings or structures are judged by the code official to be safe and in the public interest of health, safety and welfare.

2.7 Referenced codes and standards.

The codes and standards referenced in this code shall be those that have been adopted by the City of Southaven and considered part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections 2.7.1 and 2.7.2.

Exception: Where enforcement of a code provision would violate the conditions of the listing of the equipment or appliance, the conditions of the listing shall apply.

2.7.1 Conflicts.

Where conflicts occur between provisions of this code and the referenced standards, the provisions of this code shall apply

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2.7.2 Provisions in referenced codes and standards.

Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code, the provisions of this code, as applicable, shall take precedence over the provisions in the referenced code or standard.

2.8 Requirements not covered by code.

Requirements necessary for the strength, stability or proper operation of an existing fixture, structure or equipment, or for the public safety, health and general welfare, not specifically covered by this code, shall be determined by the code official.

2.9 Application of references.

References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section or provisions of this code.

2.10 Other laws.

The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law.

PART 2- ADMINISTRATION AND ENFORCEMENT

SECTION 3

DEPARTMENT OF PROPERTY MAINTENANCE INSPECTION

3.1 General.

The Planning Director shall be known as the code official.

3.2 Deputies.

In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the code official shall have the authority to appoint a deputy(s). Such employees shall have powers as delegated by the code official.

3.3 Liability.

The code official, member of the board of appeals or employee charged with the enforcement of this code, while acting for the jurisdiction, in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered liable personally, and is hereby relieved from all personal liability for any damage accruing to persons or property as a result of an act or by reason of an act or omission in the discharge of official duties. Any suit instituted against any officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by the legal representative of the jurisdiction until the final termination of the proceedings. The code official or any subordinate shall not be liable for cost in an action, suit or proceeding that is instituted in pursuance of the provisions of this code.

3.4 Fees.

The fees for activities and services performed by the department in carrying out its responsibilities under this code shall be in accordance with Fees identified by Ordinances of the City of Southaven or other such fee as may be adopted by Resolution.

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SECTION 4

DUTIES AND POWERS OF THE CODE OFFICIAL

4.1 General.

The code official is hereby authorized and directed to enforce the provisions of this code.

4.2 Inspections.

The code official shall make all of the required inspections, or shall accept reports of inspection by approved agencies or individuals. All reports of such inspections shall be in writing and be certified by a responsible officer such approved agency or by the responsible individual. The code official is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise, subject to the approval of the appointing authority.

4.3 Identification.

The code official shall carry proper identification when inspecting structures or premises in the performance of duties under this code.

4.4 Notices and orders.

The code official shall issue all necessary notices or orders to ensure compliance with this code.

4.5 Department records.

The code official shall keep official records of all business and activities of the department specified in the provisions of this code. Such records shall be retained in the official records for the period required for retention of public records.

SECTION 5

APPROVAL

5.1 Modifications.

Wherever there are practical difficulties involved in carrying out the provisions of this code, the code official shall have the authority to grant modifications for individual cases upon application of the owner or owner's representative, provided the code official shall first find that special individual reason makes the strict letter of this code impractical and the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, life and fire safety requirements. The details of action granting modifications shall be recorded and entered in the department files.

5.2 Alternative materials, methods and equipment.

The provisions of this code are not intended to prevent the installation of any material or to prohibit any method of construction not specifically prescribed by this code, provided that any such alternative has been approved. An alternative material or method of construction shall be approved where the code official finds that the proposed design is satisfactory and complies with the intent of the provisions of this code and that the material or method of work offered is, for the purpose intended, at least the equivalent of the prescribed in this code in quality, strength, effectiveness, fire resistance, durability and safety.

5.3 Required testing.

Whenever there is insufficient evidence of compliance with the provisions of this code, or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims for alternative materials or methods, the code official shall have the authority to require tests to be made as evidence of compliance at no expense to the jurisdiction.

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5.3.1 Test methods.

Test methods shall not be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the code official shall be permitted to approve appropriate testing procedures performed by an approved agency.

5.3.2 Test reports.

Reports of test shall be retained by the code official for the period required for retention of public records.

5.4 Material and equipment.

Materials, equipment and devices shall not be used unless such elements are in good repair or have been reconditioned and tested when necessary, placed in good and proper working condition and approved by the code official.

5.5 Approved materials and equipment.

Materials, equipment and devices approved by the code official shall be constructed and installed in accordance with such approval.

5.6 Research reports.

Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall consist of valid research reports for approved sources.

SECTION 6

VIOLATIONS

6.1 Unlawful acts.

It shall be unlawful for a person, firm, or corporation to be in conflict with or in violation of any of the provisions of this code.

6.2 Notice of violation.

The code official shall serve a notice violation or order in accordance with Section 7.

6.3 Prosecution of violation.

Any person failing to comply with a notice of violation or order served in accordance with Section 7 shall be deemed guilty of a misdemeanor or civil infraction as determined by the City of Southaven and the violation shall be deemed a strict liability offense. If the notice of violation is not complied with, the code official shall institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the structure in violation of the provisions of this code or of the order to direction made pursuant thereto. Specifically in relation to violations regarding grass and weeds, upon failure of the owner or agent having charge of a property to cut and destroy weeds after service of a notice of violation, they shall be subject to prosecution in accordance with this Section 6.3 and as prescribed by the authority having jurisdiction. Upon failure to comply with the notice of violation, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the owner or agent responsible for the property. Any action taken by the authority having jurisdiction on such premises shall be charged against the real estate upon which the structure is located in the form of an assessment upon such real estate.

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6.4 Violation penalties.

Any person, individual, corporation, company, partnership, association or any other entity failing to comply with this code or any of the requirements thereof or otherwise violating this code or any of its provisions shall, after notice and a reasonable time to correct, which shall not exceed 90 days, pay a fine not exceeding five hundred dollars (\$500), plus court costs, and in case of continuing violations without reasonable effort on the part of the defendant to correct, the same each day the violation continues thereafter shall be a separate offense pursuant to Sections 21-13-1 and 21-17-5, Mississippi Code of 1972, or other applicable statutes. For the purposes of this ordinance, the term "a reasonable time to correct" shall be the same as included in the correction order required under section 7.2.4. The City shall impose for said violation(s) all other penalties and have access to any other remedies available under law to correct the conditions giving rise to the violations of this code.

6.5 Abatement of violation.

The imposition of the penalties herein prescribed shall not preclude the legal officer of the jurisdiction from instituting appropriate action to restrain, correct or abate a violation, or to prevent illegal occupancy of a building, structure or premises, or to stop an illegal act, conduct, business or utilization of the building, structure or premises. Furthermore, the attending municipal court judge shall have the discretion to delay or abate penalties for owner-occupied residential property owners that provide court-specified financial documentation to prove that an extreme financial hardship exists that prevents the violations from being corrected in a timely manner.

SECTION 7

NOTICES AND ORDER

7.1 Notice to person responsible. Whenever the code official determines that there has been a violation of this code or has grounds to believe that a violation has occurred, notice shall be given in the manner prescribed in Sections 7.2 and 7.3 to the person responsible for the violation as specified in this code. Notices for condemnation procedures shall also comply with Section 7.3.

7.2 Form.

Such notice prescribed in Section 7.1 shall be in accordance with all of the following:

1. Be in writing.
2. Include a description of the real estate sufficient for identification.
3. Include a statement of the violation or violations and why the notice is being issued.
4. Include a correction order allowing a reasonable time, which shall not exceed 90 days, to make the repairs and improvements required to bring the dwelling unit or structure into compliance with the provisions of this code.
5. Inform the property owner of the right to appeal.

7.3 Method of service.

Such notice shall be deemed to be properly served if a copy thereof is:

1. Delivered personally;
2. Sent by certified or first-class mail addressed to the last known address; or

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3. If the notice is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice.

7.4 Unauthorized tampering.

Signs, tags or seals posted or affixed by the code official shall not be mutilated, destroyed or tampered with, or removed without authorization from the code official

7.5 Penalties.

Penalties for noncompliance with orders and notices shall be as set forth in Section 6.4.

7.6 Transfer of ownership.

It shall be unlawful for the owner of any dwelling unit or structure who has received a compliance order or upon whom a notice of violation has been served to sell, transfer, mortgage, lease or otherwise dispose of such dwelling unit or structure to another until the provisions of the compliance order or notice of violation have been complied with, or until such owner shall first furnish the grantee, transferee, mortgagee or lessee a true copy of any compliance order or notice of violation issued by the code official and shall furnish to the code official a signed and notarized statement from the grantee, transferee, mortgagee or lessee, acknowledging the receipt of such compliance order or notice of violation and fully accepting the responsibility without condition for making the corrections or repairs required by such compliance order or notice of violation.

SECTION 8

MEANS OF APPEAL

8.1 Application for appeal.

Any person directly affected by a decision of the code official or a notice or order issued under this code shall have the right to appeal to the Board of Adjustments, provided that a written application for appeal is filed within 20 days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means.

8.2 Open hearing.

Hearings before the board shall be open to the public. The appellant, the appellant's representative, the code official and any person whose interests are affected shall be given an opportunity to be heard. A quorum shall consist of not less two-thirds of the board membership.

8.2.1 Procedure.

The board shall adopt and make available to the public the procedures under which a hearing will be conducted. The procedures shall not require compliance with strict rules of evidence, but shall mandate that only relevant information be received.

8.3 Postponed hearing

When the full board is not present to hear an appeal, either the appellant or the appellant's representative shall have the right to request a postponement of the hearing.

8.4 Board decision.

The board shall modify or reverse the decision of the code official only by a concurring vote of a majority of the total number of board members.

8.5 Records and copies.

The decision of the board shall be recorded. Copies shall be furnished to the appellant and to the code official.

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8.6 Administration.

The code official shall take immediate action in accordance with the decision of the board.

8.7 Court review.

Any person, whether or not a previous party of the appeal, shall have the right to apply to the appropriate court for a writ of certiorari to correct errors of law. Application for review shall be made in the manner and time required by Mississippi law.

8.8 Stays of enforcement.

Appeals of notice and orders shall stay the enforcement of the notice and order until the appeal is heard by the appeals board.

CHAPTER 2 - DEFINITIONS

SECTION 1

GENERAL

1.1 Scope.

Unless otherwise expressly stated, the following terms shall, for the purposes of this code, have the meanings shown in this chapter.

1.2 Interchangeability.

Words stated in the present tense include the future; words stated in the masculine gender include the feminine and neuter; the singular number includes the plural and the plural, the singular.

1.3 Terms defined in other codes.

Where terms are not defined in this code and are defined in the International Building Code, International Fire Code, International Fuel Gas Code, International Plumbing Code, or International Residential Code such terms shall have the meanings ascribed to them as stated in those codes.

1.4 Terms not defined.

Where terms are not defined through the methods authorized by this section, such terms shall have ordinarily accepted meanings such as the context implies.

1.5 Parts.

Whenever the words "dwelling unit," "dwelling," "premises," "building," or "property" are stated in this code, they shall be construed as though they were followed by the words "or any part thereof."

SECTION 2

GENERAL DEFINITIONS

APPROVED. Acceptable to the code official.

BLIGHTED PROPERTY. Any structure, premises, or property that displays two or more of the conditions set forth in Chapter 3, Section 2 of this Ordinance that evidence such an extreme state of disrepair or lack of maintenance that such condition is visible from a public street.

CODE OFFICIAL. The official, as set forth in Chapter 1, Part 2, Section 3.1 and 3.2 of this code, who is charged with the administration and enforcement of this code, or any duly authorized representative.

CONDEMN. To adjudge unfit for occupancy.

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DETACHED. When a structural element is physically disconnected from another and that connection is necessary to provide a positive connection.

DETERIORATION. To weaken, disintegrate, corrode, rust or decay and lose effectiveness.

DWELLING UNIT. A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

EXTERIOR PROPERTY. The open space on the premises and on adjoining property under the control of owners or operators of such premises.

GARBAGE. Any discarded material resulting from the inhabitation of a residential unit, including animal or vegetable waste resulting from the handling, preparation, cooking and consumption of food.

INFESTATION. The presence, within or contiguous to, a structure or premises of insects, rodents, vermin or other pests.

INOPERABLE MOTOR VEHICLE. A vehicle which cannot be driven upon the public streets for reason including but not limited to being unlicensed, wrecked, abandoned, in a state of disrepair, or incapable of being moved under its own power.

OCCUPANT. Any individual living or sleeping in a building, or having possession of a space within a building.

OWNER. Any person or corporation having legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

PARKING LOT. An area utilized for parking cars, excluding single-family dwellings.

PERSON. An individual, corporation, partnership or any other group acting as a unit.

PEST ELIMINATION. The control and elimination of insects, rodents, or other pests by eliminating their harborage places; by removing or making inaccessible materials that serve as their food or water; by other approved pest-elimination methods.

PREMISES. A lot, plot or parcel of land, easement or public way, including any structures thereon.

RUBBISH. Combustible and noncombustible waste materials, except garbage; the term shall include the residue from the burning of wood, coal, coke and other combustible materials, paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass, crockery and dust and other similar materials.

SHRUB. A woody plant smaller than a tree, having multiple permanent stems branching from or near the ground.

STRICT LIABILITY OFFENSE. An offense in which the prosecution in a legal proceeding is not required to prove criminal intent as a part of its case. It is enough to prove that the defendant either did an act which was prohibited, or failed to do an act which the defendant was legally required to do.

STRUCTURE. That which is built or constructed or a portion thereof.

TENANT. A person, corporation, partnership or group, whether or not the legal owner of record, occupying a building or portion thereof as a unit.

TREE. A woody perennial plant, typically having a single stem or trunk growing to a considerable height and bearing lateral branches at some distance from the ground.

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WEED. Any grass, annual plant or vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.

WORKMANLIKE. Executed in a skilled manner; e.g., generally plumb, level, square, in line, undamaged and without marring adjacent work.

YARD. An open space on the same lot with a structure.

CHAPTER 3 - GENERAL REQUIREMENTS

SECTION 1

GENERAL

1.1 Scope. The provisions of this chapter shall govern the minimum conditions and responsibilities of persons for maintenance of structures, equipment and exterior property.

1.2 Responsibility. The owner of the premises shall maintain the structures and exterior property in compliance with these requirements, except as otherwise provided for in this code. A person shall not occupy as owner-occupant or permit another person to occupy premises which are not in a sanitary and safe condition and which do not comply with the requirements of this Chapter. Occupants of a dwelling unit, are responsible for keeping in a clean, sanitary and safe condition that part of the dwelling unit which they occupy and control.

1.3 Vacant structures and land. All vacant structures and premises thereof or vacant land shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety.

SECTION 2

BLIGHTED PROPERTY VIOLATIONS

Any two of the following conditions shall constitute a "Blighted Property" and shall be deemed a violation of this Ordinance and such violation shall be subject to all notices and penalties set forth in this Ordinance:

2.1 Exterior Structure Surfaces. Walls, trim, columns, porches, stairs, decks, balconies, chimneys, awnings, foundation exteriors, doors, windows, shutters, gutters, downspouts, roof turbines, skylights, or any other surface materials, including all of the same with detached structures, that are missing, broken, bent, loose, defaced by markings or carvings, or deteriorated by cracking, rotting, rusting, or paint chipping.

2.2 Roofs. Structures that have missing shingles throughout 50% or more of visible slopes creating a "checkerboard" appearance or any type of temporary repair, exceeding sixty (60) days, including the use of tarpaulins or wood materials.

2.3 Fences. Fences and/or gates, that are leaning or have missing or broken planks, rails, or posts, and iron, aluminum, or metal materials that are decayed by rust or corrosion.

2.4 Exterior Property Sanitation. The lack of sanitation created by rubbish or garbage other than that contained in City carts, appliances, indoor furniture, automotive parts, unused construction materials, or any other excessive outside storage that creates a cluttered and menacing environment.

2.5 Motor Vehicles. Inoperable Motor Vehicles that are parked, kept, or stored on the Premises or Yard including those in a state of major disassembly or in the process of being stripped or dismantled.

2.6 Grass and Weeds. Any Premises or Yard which has grass, weed, or plant growth, excluding Trees, Shrubs, or cultivated flowers and gardens, that exceeds six (6) inches in height or length.

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2.7 Shrubs. Any Premises or Yard which has shrubs that are unkempt and overgrown to the severity of reaching the roof cornice of a structure or blocking 50% or more of a structure's window.

2.8 Parking Lots. Parking Lots with multiple potholes in the asphalt or cracking or breaking to the severity that destabilization exists evidenced by the visibility of base materials.

NOW, THEREFORE BE IT ORDERED that the City of Southaven Property Maintenance Code as set forth above in this Resolution shall take effect one month after passage.

NOW, THEREFORE BE IT ORDERED that the City Clerk, pursuant to Miss. Code 21-19-25, provide notice of the adoption of the code in the *Desoto Times* for one (1) time a notice in substantially the following form:

Notice is given that the City of Southaven on the 3rd day of November, 2015 adopted the City of Southaven Property Maintenance Code. The Adopted Ordinance is on file with the Southaven City Clerk and can be reviewed Monday-Friday from 8 a.m. to 5 p.m.

IT IS FURTHER ORDERED that the Codes hereby adopted pursuant to this Ordinance shall be certified to by the mayor and City Clerk, and shall be filed as a permanent record in the office of the clerk.

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

Alderman Kristian Kelly	voted: NO
Alderman Shirley Kite	voted: YES
Alderman Joel Gallagher	voted: YES
Alderman George Payne	voted: YES
Alderman William Brooks	voted: YES
Alderman Scott Ferguson	voted: YES
Alderman Raymond Flores	voted: YES

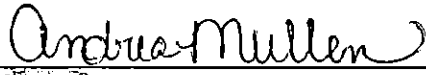
Having received a majority of affirmative votes, the Mayor declared that the Resolution was carried and adopted as set forth above on this the 3rd day of November, 2015.

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CITY OF SOUTHAVEN, MISSISSIPPI

BY: 
DARREN MUSSELWHITE, MAYOR

ATTEST:


ASSISTANT CITY CLERK



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Special Service Arrangement Agreement

Case Number MS15-2114-01

This Special Service Arrangement (SSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, LLC d/b/a AT&T Mississippi, ("Company") and City of Southaven ("Customer"), and is entered into pursuant to Tariff Section A5 of the General Subscriber Services. This Agreement is based upon the following terms and conditions as well as Attachment(s) affixed hereto and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. **Scope.** Customer requests and Company agrees, subject to the terms and conditions herein, to provide the service described in this Agreement at the monthly and nonrecurring rates, charges, and conditions as described in this Agreement ("Service"). The rates, charges, and conditions described in this Agreement are binding upon Company and Customer for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said Service period shall commence when the Service is accepted by Customer or when the customer begins using the Service for its intended operational use, whichever occurs first.
2. **Additional Services.** Company agrees to provide Customer notice of any additional tariffed services required for the installation of the Service. Customer agrees to be responsible for all rates, charges and conditions for any additional tariffed services that are ordered by Customer.
3. **Regulatory Considerations.** This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. Except for the expressed rates, charges, terms and conditions herein, in the event any part of this Agreement conflicts with the terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, the tariff shall control.
4. **Regulatory Approvals.** This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.
5. **Cancellation-Prior to Installation.** If Customer cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Customer and Company, Customer shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.
6. **Termination-Prior to Expiration of Service Period.** If Customer cancels this Agreement at any time prior to the expiration of the Service period set forth in this Agreement, Customer shall be responsible for all termination charges. Unless otherwise specified by the tariff, termination charges are defined as all remaining charges as a result of the minimum Service period agreed to by the Company and Customer and set forth in this Agreement.
7. **Choice of Law.** This Agreement shall be construed in accordance with the laws of the State of Mississippi.
8. **Notices.** Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

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Company

BellSouth Telecommunications, LLC d/b/a AT&T Mississippi
One AT&T Way
Bedminster, NJ 07921-0752
ATTN: Master Agreement Support Team
Email: mast@att.com

Customer

City of Southaven
8710 Northwest Dr.
Southaven, MS 38671-

9. Assignment. Customer may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the appropriate tariff.
10. Severability. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.
11. Merger Clause. Customer acknowledges that Customer has read and understands this Agreement and agrees to be bound by its terms and conditions. Customer further agrees that this Agreement, and any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.
12. Acceptance. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the Customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the order until accurate and appropriate credit approval requirements are established and accepted by Customer.
13. Taxes and Fees. All charges are exclusive of applicable federal, state or local taxes and fees. Company may invoice and Customer agrees to pay to Company amounts equal to any taxes resulting from this Agreement or any activities hereunder including any and all sales and use taxes, duties, or review imposed or permitted by any authority, government, or governmental agency, exclusive of taxes on Company's net income. Customer will be responsible for any ad valorem, property, or other taxes assessable on equipment on or after delivery to the installation site.
14. Risk of Loss or Damage. All risk of loss or damage shall pass to Customer as to each item of equipment on the date of delivery to the Customer Service location.
15. Security Interest. Customer grants the Company a purchase money security interest in each item of equipment or software. Customer agrees to execute any documents that are reasonably requested by the Company to protect or perfect the Company's security interest.
16. Software License.
 - A) All software is and will remain the property of Company. Company, with respect to Company developed software and to the extent authorized under the supplier licenses, grants to Customer a personal, nontransferable and nonexclusive sublicense (without the right to further sublicense) to use the software, subject to the following terms and conditions.

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- B) Customer shall (i) use the software only in conjunction with the particular Service for which the software was initially furnished; (ii) use the software solely for Customer's internal business purposes; (iii) not reverse engineer, decompile, disassemble, reverse translate or otherwise translate the software into human readable form, nor reproduce the software except for archival purposes; (iv) return the software, together with all copies thereof, or with Company's written consent, destroy (or erase, if recorded on an erasable storage medium) the software when no longer needed or permitted for use with the Service for which the software was furnished; and (v) keep in confidence all information relating to software and treat such information as the exclusive property and trade secret of Company or such suppliers.
 - C) In addition to the above, where Company's suppliers require Customer to sign or otherwise agree to separate licensing provisions directly with the supplier, Customer shall comply with such licensing provisions.
17. Changes in Customer Orders. Changes to an order may only be made following agreement of Customer and Company to the change. Such change would not materially alter the original design, functionality or implementation date. Appropriate documentation will be required so that additions or deletions may be recorded and charges or credits issued. The Customer's ability to delete items from an order or to return equipment is subject to Company's ability to return the equipment to the manufacturer. Restocking, shipping and handling charges will be assessed with respect to any items deleted or returned.
- A) Shipping Expedites. Unless otherwise agreed to by the parties in writing, Company will provide the software and hardware one hundred twenty (120) days from the date that this Agreement is effective. If requested by the Customer, Company will deliver the Service in less than one hundred twenty (120) days provided that the Customer pay reasonable expedite delivery charge that are incurred by Company. Notice of those charges will be provided after the required delivery date is determined by the Customer and the Company.
 - B) Delivery Delays. Customer agrees to reimburse Company for all out-of-pocket expenses incurred by Company if Service delivery is delayed by Customer. If the implementation is delayed, through no fault of the Company for ninety (90) days from planned implementation, the Company will have the option to revise the pricing to the then current rates and to collect all reasonable out of pocket costs for implementation delays, storage and lost margins from Customer.
 - C) Additional equipment. Customer acknowledges that the equipment requirements are based on the current information provided by the Customer and are the best estimate of Customer and Company. If additional equipment is required, Company will provide the equipment after the Customer's completion and Company's acceptance of a written change order, which will include any additional charges to Customer.
 - D) Customer acknowledges that it has reviewed the proposed configuration and the customer's facilities are adequate for the site operations. Future operational changes or additional requirements may necessitate additional equipment which will be billable to the Customer. AT&T's Site Preparation Document provides customer with physical backroom space requirements for equipment cabinets. In addition, a site survey is performed before equipment is installed.
18. Maintenance.
- A) If applicable, maintenance service commences at the earlier of the Service acceptance or the date that the Customer begins using the Service for its intended operational purpose. Maintenance may be provided via repair, replacement, or upgrade of defective equipment at Company's option. If on-site manufacturer service is required, it will be provided at Company's then current commercial rates.
 - B) The initial term for maintenance shall be sixty (60) months unless otherwise stated on the Order. The initial term shall be automatically renewed for successive terms of one (1) year each at Company's then-current rates. Either party may elect not to renew maintenance service by giving the other party written notice at least thirty (30) days prior to the end of the then-current term.
19. Remedies and Damages Limitations.
- A) The following limitations of liability represent a material inducement to the parties to enter into this Agreement and to perform Orders at the stated price. If additional risks or undertakings were contemplated by Company, the additional risks or undertakings would have been reflected in an increased price. In contemplation of the

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price, Customer acknowledges that there is consideration for the limitation of damages and remedies set forth above and as follows.

- B) ANYTHING IN THIS AGREEMENT OR ANY OTHER DOCUMENTS TO THE CONTRARY NOTWITHSTANDING, NEITHER COMPANY, NOR ITS SUPPLIERS OR MANUFACTURERS, SHALL BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, ECONOMIC, OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOSS OF DATA, TOLL FRAUD OR OTHER UNAUTHORIZED USE, OR LOSS OF USE. THIS LIMITATION OF LIABILITY WILL APPLY WHETHER ANY CLAIM IS BASED ON CONTRACT, WARRANTY, NEGLIGENCE OR OTHER TORT, BREACH OF STATUTORY OR OTHER LEGAL DUTY, PRINCIPLES OF INDEMNITY OR CONTRIBUTION, OR OTHERWISE, WHETHER OR NOT THEY OR COMPANY HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING. CUSTOMER'S EXCLUSIVE REMEDY FOR ANY DEFAULT OR BREACH OF ANY WARRANTY, EXPRESSED OR IMPLIED, SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF EQUIPMENT OR REPERFORMANCE OF THE SERVICES AT COMPANY'S EXPENSE OR RETURN OF THE DEPRECIATED AMOUNT PAID FOR THE EQUIPMENT OR SERVICE IF REPERFORMANCE, REPAIR OR REPLACEMENT IS NOT REASONABLY AVAILABLE.

20. Default by Customer. Upon any default by Customer under this Agreement, including the refusal to accept conforming equipment or Services, Company may exercise all remedies to which Company may be entitled at law or in equity, including specific performance. Additionally, Company may declare all sums due or to become due hereunder immediately due and payable, and Company shall be entitled to recover all collection costs incurred, including legal interest. In addition, for payments not received within thirty (30) days of the invoice date, a late fee not exceeding the lower of one and a half (1.5%) per month or the maximum rate allowed by law shall be assessed on any past due invoice balance. Company shall not be obligated to perform Services hereunder if Customer is in default of any of its obligations under this Agreement for any Order. Upon Customer default, Company may suspend or cancel any outstanding, unfulfilled Orders without in any way affecting its rights under this Agreement. If Company elects to continue performing under any Order, Company's actions shall not constitute a waiver of any default by Customer.
21. Contingencies. Company shall be excused from performance and shall not be liable for any delay or damage caused, in whole or in part, by any occurrence beyond the reasonable control either of Company or of its subcontractors or suppliers. Such contingencies include, without limitation, war, civil disobedience, delay in transportation, failure by suppliers to deliver equipment, governmental action, terrorism, acts of any third party, labor dispute, accident, fire, explosion, flood, severe weather or other acts of God, power failure, shortage of labor or materials, or discovery of asbestos or other hazardous substance.
22. Confidentiality.
- A) Except as set forth in this Section, or as otherwise expressly provided in this Agreement, each Party agrees that (a) all information communicated to it by the other and identified and marked as "confidential," whether before or after the date hereof, (b) all information identified as confidential to which it has access in connection with the Services and (c) this Agreement, all associated contract documentation and correspondence, and the parties' rights and obligations hereunder (collectively, "Confidential Information"), will be, and will be deemed to have been, received in confidence and will be used only for purposes of this Agreement. Each party agrees to use the same means it uses to protect its own confidential information, but in no event less than reasonable means, to prevent the disclosure and protect the confidentiality of Confidential Information. No Confidential Information will be disclosed by the recipient party without the prior written consent of the disclosing party; provided, however, that each party may disclose this Agreement and any disclosing party's Confidential Information to those who are employed or engaged by the recipient party, its agents or those of its affiliates who have a need to have access to such information in connection with their employment or engagement, provided the recipient party notifies such persons of the obligations set forth in this Section and such persons agree in writing to abide by such obligations.

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- B) The obligations set forth in subsection 22.A above will not prevent any party from disclosing information that belongs to such party or (a) is already known by the recipient party without an obligation of confidentiality other than under this Agreement, (b) is publicly known or becomes publicly known through no unauthorized act of the recipient party, (c) is rightfully received from a third party, (d) is independently developed without use of the disclosing party's Confidential Information or (e) is disclosed without similar restrictions to a third party by the party owning the Confidential Information. If Confidential Information is required to be disclosed pursuant to law, regulation, tariff or a requirement of a governmental authority, or in connection with an arbitration or mediation, such Confidential Information may be disclosed pursuant to such requirement so long as the party required to disclose the Confidential Information, to the extent possible, provides the disclosing party with timely prior written notice of such requirement and coordinates with the disclosing party in an effort to limit the nature and scope of such required disclosure. Upon written request at the expiration or termination of an Attachment or order, all documented Confidential Information (and all copies thereof) owned by the requesting party (if previously received by the terminating party) will be returned to the requesting party or will be destroyed, with written certification thereof being given to the requesting party. The provisions of this Section shall remain in effect during the term of the Agreement and shall survive the expiration or termination thereof for a period of four (4) years, provided that the obligations hereunder shall continue in effect for any Confidential Information for so long as it is a trade secret under applicable law.
23. **Beneficial Use.** Beneficial Use occurs when the Customer uses the Service or feature of the Service for its intended operational purpose (excluding training or testing) prior to the full completion of acceptance testing ("Beneficial Use"). Upon commencement of Beneficial Use by Customer, payment requirements will begin and the Customer shall assume responsibility for the use and operation of the Service. Customer may not commence Beneficial Use without Company's prior written authorization, which may be withheld in Company's reasonable discretion. Company is not liable for Service deficiencies that occur during unauthorized Beneficial Use. Customer acknowledges that service corrections and software changes can result in interruptions to normal system operations.
24. **Statement of Work.** Customer's installation of the Service will begin upon the development of a Statement of Work by Customer and Company.
25. **Warranty Period.** Unless expressly provided otherwise in this Agreement, Customer acknowledges that the Services do not include a warranty period and that billing for the Service will begin upon acceptance or Beneficial Use by the Customer.
26. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Customer and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that the undersigned have the authority to bind Customer and Company to this Agreement.

Minutes, City of Southaven, Southaven, Mississippi



Special Service Arrangement Agreement

Case Number MS15-2114-01
Option 1 of 1

Offer Expiration: This offer shall expire on: 1/31/2016.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Special Service Arrangement provides a one-time charge for purchase and installation of E911 Public Safety Answering Position (PSAP) equipment and software. The monthly rate for maintenance is also provided.

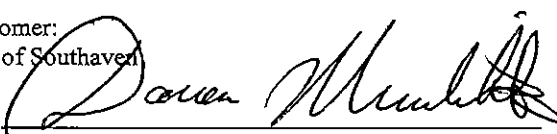
The service period for this Agreement is sixty (60) months.

Upon mutual agreement of the parties, Customer may renew this Agreement to provide for an upgrade of the E911 equipment/service. An Upgrade is defined as a replacement of existing equipment to available newer technology at the time of the request.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Customer:
City of Southaven

By: 

Authorized Signature

Printed Name: Darren Musselwhite

Title: Mayor

Date: 11-5-15

Company:

BellSouth Telecommunications, LLC d/b/a AT&T Mississippi

By: _____

Authorized Signature

Printed Name: _____

Title: _____

Date: _____

Minutes, City of Southaven, Southaven, Mississippi



Special Service Arrangement Agreement

Case Number MS15-2114-01
Option 1 of 1

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	Purchase SMA/Evergreen1	\$.00	\$2,867.00	WTT2H
2	Purchase Installation1	\$226.00	\$.00	WTT2S
3	Purchase Installation2	\$.00	\$573.00	WTT2T
4	Purchase Installation3	\$.00	\$326.00	WTT2U
5	Purchase Installation4	\$.00	\$273.00	WTT2V
6	Purchase Installation5	\$.00	\$164.00	WTT2W
7	Purchase Installation6	\$.00	\$66.00	WTT2X
8	Purchase Installation7	\$.00	\$414.00	WTT2Y

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Special Service Arrangement Agreement

Case Number MS15-2114-01
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RATES AND CHARGES

9	Purchase Installation8	\$3,750.00	\$0.00	WTT2Z
10	Purchase Installation9	\$2,507.00	\$0.00	WTT3A
11	Purchase Installation10	\$0.00	\$44.00	WTT3B
12	Purchase Training1	\$0.00	\$127.00	WTT3C

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Special Service Arrangement Agreement

Case Number MS15-2114-01
Option 1 of 1

RATES AND CHARGES

NOTES:

1. The Customer must subscribe to additional elements set forth in this Agreement within the first twelve (12) months of acceptance of the Agreement. The addition of elements after the initial twelve (12) month period will require a new Special Service Arrangement.
2. Rates and charges herein are in addition to any applicable tariff rates and charges. Rules and regulations of the General Subscriber Services Tariff apply.
3. This Agreement does not cover the following:
 - damages caused by disasters such as fire, flood, wind, lightning, or earthquake.
 - damages caused by unauthorized disconnects or de-powering of the equipment.
 - damages caused by power surges, under voltage, over voltage, brownouts, or ground faults caused by commercial AC power and/or Customer provided generators.
 - damages caused by modifications to the equipment, unauthorized attachments, alterations, modification or relocation of the equipment by an unauthorized person.
 - damage during shipment other than original shipment to the Customer.
 - damage caused by consumables or spilled liquids, impact with other objects.
 - damage caused by any other abuse, misuse, mishandling, misapplication.
 - damage caused by software viruses, however introduced. This Agreement does not include hardware or software replacement that may be required by the introduction of software viruses or lost data regardless of the cause. Company or its supporting vendors may assist in the repair or recovery efforts at current time and materials rates.

Except as provided in Note 4 below, in the case of damage, loss, theft or destruction of the equipment or software not due to ordinary wear and tear, the Customer shall be required to pay the expense incurred by the Company in connection with the replacement of the equipment damaged, lost, stolen or destroyed or the expense incurred in restoring it to its original condition.

4. Hardware not provided by the Company will not be repaired, replaced or maintained by the Company even though interconnected or integral to the Service. All Customer-provided equipment must be clearly marked and listed on a separate worksheet. The Customer also agrees to obtain prior written approval from the Company before additional software is added to the Service and agrees to pay current time and material charges for problems attributable to non-approved software.
5. Customer acknowledges that software installation is limited to the applications sold under this or other AT&T agreements.
6. Customer acknowledges that it has reviewed the proposed configuration and represents storage sizing is adequate for the current site operations. Future operational changes or additional storage requirements may necessitate additional equipment which will be billable to the Customer.

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Special Service Arrangement Agreement

Case Number MS15-2114-01
Option 1 of 1

7. SPECIAL TERMS AND CONDITIONS FOR PSAP – LAN CONFIGURATIONS OR INSTALLATIONS

CUSTOMER WARRANTS TO AT&T AND ALL 911 EMERGENCY SERVICE USERS THAT THE 911 EQUIPMENT AND/OR SERVICES BEING PROVIDED HEREUNDER, OR PREVIOUSLY SUPPLIED BY AT&T, IS NOT CONNECTED AND WILL NOT BE CONNECTED TO ANY LOCAL AREA NETWORK ("LAN") OR ANY OTHER COMPUTER NETWORK OUTSIDE OF AT&T'S CONTROL, INCLUDING WITHOUT LIMITATION THE NATIONAL CRIME INFORMATION CENTER NETWORK ("CIC") OR SIMILAR NETWORK; PROVIDED, HOWEVER, THAT CUSTOMER MAY CONNECT SAID EQUIPMENT AND/OR SERVICES TO THE CIC OR SIMILAR NETWORK IF AND ONLY IF SUCH CONNECTION IS EXPRESSLY APPROVED IN WRITING BY AT&T, WHICH APPROVAL SHALL BE IN AT&T'S SOLE DISCRETION. AT&T RELIES ON THIS REPRESENTATION BY CUSTOMER IN AGREEING TO INSTALL AND/OR MAINTAIN SAID EQUIPMENT AND ALL SERVICES THEREON.

AT&T MAINTAINS A STRICT POLICY ("PSAP NETWORK SECURITY POLICY") THAT IT WILL INSTALL 911 EQUIPMENT ONLY IN A SECURE PSAP LAN, AND ONLY WHERE SUCH LANS ARE NOT CONNECTED TO ANY OTHER COMPUTER NETWORK OUTSIDE OF AT&T'S CONTROL. AT&T WILL NOT INSTALL OR TERMINATE A PSAP LAN TO A FIREWALL. AT&T WILL IDENTIFY THE DEMARCATION POINT FOR THE PSAP LAN, BEYOND WHICH CUSTOMER AGREES THAT AT&T IS NOT RESPONSIBLE. IN THE EVENT CUSTOMER CONNECTS ITS PSAP LAN TO ANY OTHER COMPUTER NETWORK, CONTRARY TO AT&T'S EXPRESS PSAP NETWORK SECURITY POLICY (WHICH CUSTOMER ACKNOWLEDGES IT HAS RECEIVED AND READ), AND THE PSAP LAN IS INFECTED OR DAMAGED AS A RESULT OF SUCH ACTIONS, THEN ALL WARRANTIES, AND MAINTENANCE AND SERVICE PROVISIONS OF THIS AGREEMENT SHALL BE NULL AND VOID AND AT&T DISCLAIMS ANY LIABILITY WHATSOEVER RELATING TO ANY PSAP LAN WHICH CUSTOMER OR ITS AGENTS CONNECT TO ANY OTHER COMPUTER NETWORK CONTRARY TO THE PSAP NETWORK SECURITY POLICY.

UNDER SUCH CIRCUMSTANCES, AT&T WILL PROVIDE REPAIR SERVICES FOR THE PSAP LAN AT CUSTOMER'S REQUEST, WHICH WILL BE BILLED ON A TIME AND MATERIALS BASIS AT AT&T'S THEN-PREVAILING SERVICES RATES. CUSTOMER FURTHER AGREES TO INDEMNIFY AND HOLD AT&T HARMLESS FOR ANY DAMAGES TO OR CLAIMS BY ANY THIRD PARTY AGAINST AT&T WHICH ARISE IN WHOLE OR IN PART FROM CUSTOMER'S CONNECTION OF THE 911 EQUIPMENT AND/OR SERVICES BEING PROVIDED HEREUNDER TO ANY LAN OR ANY OTHER COMPUTER NETWORK OUTSIDE OF AT&T'S CONTROL, INCLUDING WITHOUT LIMITATION THE NATIONAL CIC.

8. In the event that all or any part of this Agreement is terminated at the Customer's request prior to the expiration of the Agreement term, the Customer will be required to pay the applicable termination charge as stated in this Agreement. The Agreement provisions concerning termination liability shall be inapplicable to any state, county, parish, or municipal governmental entity when there is in effect, as a result of action by such entity and through a duly constituted legislative, administrative, or executive body:

1. a statute;
2. an ordinance;
3. a policy directive; or
4. a constitutional provision

which restricts or prohibits an additional contractual payment for early termination of a contract by any such entity, or agency thereof, due to an unavailability of funding. When service is being provided and funding to the governmental entity for such service becomes unavailable, the governmental entity may cancel the service without additional payment obligation. Absent any official statute, ordinance, policy directive, or constitutional provision, the Customer shall be responsible for the termination charge.

All trademarks or service marks contained herein are the property of the respective owners.

Minutes, City of Southaven, Southaven, Mississippi



Special Service Arrangement Agreement

Case Number MS15-2114-01
Option 1 of 1

END OF ARRANGEMENT AGREEMENT OPTION 1

Minutes, City of Southaven, Southaven, Mississippi



Special Service Arrangement Agreement

Case Number MS15-1990-01

This Special Service Arrangement (SSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, LLC d/b/a AT&T Mississippi, ("Company") and City of Southaven ("Customer"), and is entered into pursuant to Tariff Section A5 of the General Subscriber Services. This Agreement is based upon the following terms and conditions as well as Attachment(s) affixed hereto and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. **Scope.** Customer requests and Company agrees, subject to the terms and conditions herein, to provide the service described in this Agreement at the monthly and nonrecurring rates, charges, and conditions as described in this Agreement ("Service"). The rates, charges, and conditions described in this Agreement are binding upon Company and Customer for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said Service period shall commence when the Service is accepted by Customer or when the customer begins using the Service for its intended operational use, whichever occurs first.
2. **Additional Services.** Company agrees to provide Customer notice of any additional tariffed services required for the installation of the Service. Customer agrees to be responsible for all rates, charges and conditions for any additional tariffed services that are ordered by Customer.
3. **Regulatory Considerations.** This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. Except for the expressed rates, charges, terms and conditions herein, in the event any part of this Agreement conflicts with the terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, the tariff shall control.
4. **Regulatory Approvals.** This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.
5. **Cancellation-Prior to Installation.** If Customer cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Customer and Company, Customer shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.
6. **Termination-Prior to Expiration of Service Period.** If Customer cancels this Agreement at any time prior to the expiration of the Service period set forth in this Agreement, Customer shall be responsible for all termination charges. Unless otherwise specified by the tariff, termination charges are defined as all remaining charges as a result of the minimum Service period agreed to by the Company and Customer and set forth in this Agreement.
7. **Choice of Law.** This Agreement shall be construed in accordance with the laws of the State of Mississippi.
8. **Notices.** Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

Minutes, City of Southaven, Southaven, Mississippi



Special Service Arrangement Agreement

Case Number MS15-1990-01

Company

BellSouth Telecommunications, LLC d/b/a AT&T Mississippi
One AT&T Way
Bedminster, NJ 07921-0752
ATTN: Master Agreement Support Team
Email: mast@att.com

Customer

City of Southaven
8710 Northwest Dr.
Southaven, MS 38671-

9. Assignment. Customer may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the appropriate tariff.
10. Severability. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.
11. Merger Clause. Customer acknowledges that Customer has read and understands this Agreement and agrees to be bound by its terms and conditions. Customer further agrees that this Agreement, and any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.
12. Acceptance. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the Customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the order until accurate and appropriate credit approval requirements are established and accepted by Customer.
13. Taxes and Fees. All charges are exclusive of applicable federal, state or local taxes and fees. Company may invoice and Customer agrees to pay to Company amounts equal to any taxes resulting from this Agreement or any activities hereunder including any and all sales and use taxes, duties, or review imposed or permitted by any authority, government, or governmental agency, exclusive of taxes on Company's net income. Customer will be responsible for any ad valorem, property, or other taxes assessable on equipment on or after delivery to the installation site.
14. Risk of Loss or Damage. All risk of loss or damage shall pass to Customer as to each item of equipment on the date of delivery to the Customer Service location.
15. Security Interest. Customer grants the Company a purchase money security interest in each item of equipment or software. Customer agrees to execute any documents that are reasonably requested by the Company to protect or perfect the Company's security interest.
16. Software License.
 - A) All software is and will remain the property of Company. Company, with respect to Company developed software and to the extent authorized under the supplier licenses, grants to Customer a personal, nontransferable and nonexclusive sublicense (without the right to further sublicense) to use the software, subject to the following terms and conditions.

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Special Service Arrangement Agreement

Case Number MS15-1990-01

- B) Customer shall (i) use the software only in conjunction with the particular Service for which the software was initially furnished; (ii) use the software solely for Customer's internal business purposes; (iii) not reverse engineer, decompile, disassemble, reverse translate or otherwise translate the software into human readable form, nor reproduce the software except for archival purposes; (iv) return the software, together with all copies thereof, or with Company's written consent, destroy (or erase, if recorded on an erasable storage medium) the software when no longer needed or permitted for use with the Service for which the software was furnished; and (v) keep in confidence all information relating to software and treat such information as the exclusive property and trade secret of Company or such suppliers.
 - C) In addition to the above, where Company's suppliers require Customer to sign or otherwise agree to separate licensing provisions directly with the supplier, Customer shall comply with such licensing provisions.
7. Changes in Customer Orders. Changes to an order may only be made following agreement of Customer and Company to the change. Such change would not materially alter the original design, functionality or implementation date. Appropriate documentation will be required so that additions or deletions may be recorded and charges or credits issued. The Customer's ability to delete items from an order or to return equipment is subject to Company's ability to return the equipment to the manufacturer. Restocking, shipping and handling charges will be assessed with respect to any items deleted or returned.
- A) Shipping Expedites. Unless otherwise agreed to by the parties in writing, Company will provide the software and hardware one hundred twenty (120) days from the date that this Agreement is effective. If requested by the Customer, Company will deliver the Service in less than one hundred twenty (120) days provided that the Customer pay reasonable expedite delivery charge that are incurred by Company. Notice of those charges will be provided after the required delivery date is determined by the Customer and the Company.
 - B) Delivery Delays. Customer agrees to reimburse Company for all out-of-pocket expenses incurred by Company if Service delivery is delayed by Customer. If the implementation is delayed, through no fault of the Company for ninety (90) days from planned implementation, the Company will have the option to revise the pricing to the then current rates and to collect all reasonable out of pocket costs for implementation delays, storage and lost margins from Customer.
 - C) Additional equipment. Customer acknowledges that the equipment requirements are based on the current information provided by the Customer and are the best estimate of Customer and Company. If additional equipment is required, Company will provide the equipment after the Customer's completion and Company's acceptance of a written change order, which will include any additional charges to Customer.
 - D) Customer acknowledges that it has reviewed the proposed configuration and the customer's facilities are adequate for the site operations. Future operational changes or additional requirements may necessitate additional equipment which will be billable to the Customer. AT&T's Site Preparation Document provides customer with physical backroom space requirements for equipment cabinets. In addition, a site survey is performed before equipment is installed.
8. Maintenance.
- A) If applicable, maintenance service commences at the earlier of the Service acceptance or the date that the Customer begins using the Service for its intended operational purpose. Maintenance may be provided via repair, replacement, or upgrade of defective equipment at Company's option. If on-site manufacturer service is required, it will be provided at Company's then current commercial rates.
 - B) The initial term for maintenance shall be sixty (60) months unless otherwise stated on the Order. The initial term shall be automatically renewed for successive terms of one (1) year each at Company's then-current rates. Either party may elect not to renew maintenance service by giving the other party written notice at least thirty (30) days prior to the end of the then-current term.
9. Remedies and Damages Limitations.
- A) The following limitations of liability represent a material inducement to the parties to enter into this Agreement and to perform Orders at the stated price. If additional risks or undertakings were contemplated by Company, the additional risks or undertakings would have been reflected in an increased price. In contemplation of the

Minutes, City of Southaven, Southaven, Mississippi



Special Service Arrangement Agreement

Case Number MS15-1990-01

price, Customer acknowledges that there is consideration for the limitation of damages and remedies set forth above and as follows.

- B) ANYTHING IN THIS AGREEMENT OR ANY OTHER DOCUMENTS TO THE CONTRARY NOTWITHSTANDING, NEITHER COMPANY, NOR ITS SUPPLIERS OR MANUFACTURERS, SHALL BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, ECONOMIC, OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOSS OF DATA, TOLL FRAUD OR OTHER UNAUTHORIZED USE, OR LOSS OF USE. THIS LIMITATION OF LIABILITY WILL APPLY WHETHER ANY CLAIM IS BASED ON CONTRACT, WARRANTY, NEGLIGENCE OR OTHER TORT, BREACH OF STATUTORY OR OTHER LEGAL DUTY, PRINCIPLES OF INDEMNITY OR CONTRIBUTION, OR OTHERWISE, WHETHER OR NOT THEY OR COMPANY HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING. CUSTOMER'S EXCLUSIVE REMEDY FOR ANY DEFAULT OR BREACH OF ANY WARRANTY, EXPRESSED OR IMPLIED, SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF EQUIPMENT OR REPERFORMANCE OF THE SERVICES AT COMPANY'S EXPENSE OR RETURN OF THE DEPRECIATED AMOUNT PAID FOR THE EQUIPMENT OR SERVICE IF REPERFORMANCE, REPAIR OR REPLACEMENT IS NOT REASONABLY AVAILABLE.

20. Default by Customer. Upon any default by Customer under this Agreement, including the refusal to accept conforming equipment or Services, Company may exercise all remedies to which Company may be entitled at law or in equity, including specific performance. Additionally, Company may declare all sums due or to become due hereunder immediately due and payable, and Company shall be entitled to recover all collection costs incurred, including legal interest. In addition, for payments not received within thirty (30) days of the invoice date, a late fee not exceeding the lower of one and a half (1.5%) per month or the maximum rate allowed by law shall be assessed on any past due invoice balance. Company shall not be obligated to perform Services hereunder if Customer is in default of any of its obligations under this Agreement for any Order. Upon Customer default, Company may suspend or cancel any outstanding, unfulfilled Orders without in any way affecting its rights under this Agreement. If Company elects to continue performing under any Order, Company's actions shall not constitute a waiver of any default by Customer.

21. Contingencies. Company shall be excused from performance and shall not be liable for any delay or damage caused, in whole or in part, by any occurrence beyond the reasonable control either of Company or of its subcontractors or suppliers. Such contingencies include, without limitation, war, civil disobedience, delay in transportation, failure by suppliers to deliver equipment, governmental action, terrorism, acts of any third party, labor dispute, accident, fire, explosion, flood, severe weather or other acts of God, power failure, shortage of labor or materials, or discovery of asbestos or other hazardous substance.

22. Confidentiality.

- A) Except as set forth in this Section, or as otherwise expressly provided in this Agreement, each Party agrees that (a) all information communicated to it by the other and identified and marked as "confidential," whether before or after the date hereof, (b) all information identified as confidential to which it has access in connection with the Services and (c) this Agreement, all associated contract documentation and correspondence, and the parties' rights and obligations hereunder (collectively, "Confidential Information"), will be, and will be deemed to have been, received in confidence and will be used only for purposes of this Agreement. Each party agrees to use the same means it uses to protect its own confidential information, but in no event less than reasonable means, to prevent the disclosure and protect the confidentiality of Confidential Information. No Confidential Information will be disclosed by the recipient party without the prior written consent of the disclosing party; provided, however, that each party may disclose this Agreement and any disclosing party's Confidential Information to those who are employed or engaged by the recipient party, its agents or those of its affiliates who have a need to have access to such information in connection with their employment or engagement, provided the recipient party notifies such persons of the obligations set forth in this Section and such persons agree in writing to abide by such obligations.

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Special Service Arrangement Agreement

Case Number MS15-1990-01

- B) The obligations set forth in subsection 22.A above will not prevent any party from disclosing information that belongs to such party or (a) is already known by the recipient party without an obligation of confidentiality other than under this Agreement, (b) is publicly known or becomes publicly known through no unauthorized act of the recipient party, (c) is rightfully received from a third party, (d) is independently developed without use of the disclosing party's Confidential Information or (e) is disclosed without similar restrictions to a third party by the party owning the Confidential Information. If Confidential Information is required to be disclosed pursuant to law, regulation, tariff or a requirement of a governmental authority, or in connection with an arbitration or mediation, such Confidential Information may be disclosed pursuant to such requirement so long as the party required to disclose the Confidential Information, to the extent possible, provides the disclosing party with timely prior written notice of such requirement and coordinates with the disclosing party in an effort to limit the nature and scope of such required disclosure. Upon written request at the expiration or termination of an Attachment or order, all documented Confidential Information (and all copies thereof) owned by the requesting party (if previously received by the terminating party) will be returned to the requesting party or will be destroyed, with written certification thereof being given to the requesting party. The provisions of this Section shall remain in effect during the term of the Agreement and shall survive the expiration or termination thereof for a period of four (4) years, provided that the obligations hereunder shall continue in effect for any Confidential Information for so long as it is a trade secret under applicable law.
23. **Beneficial Use.** Beneficial Use occurs when the Customer uses the Service or feature of the Service for its intended operational purpose (excluding training or testing) prior to the full completion of acceptance testing ("Beneficial Use"). Upon commencement of Beneficial Use by Customer, payment requirements will begin and the Customer shall assume responsibility for the use and operation of the Service. Customer may not commence Beneficial Use without Company's prior written authorization, which may be withheld in Company's reasonable discretion. Company is not liable for Service deficiencies that occur during unauthorized Beneficial Use. Customer acknowledges that service corrections and software changes can result in interruptions to normal system operations.
24. **Statement of Work.** Customer's installation of the Service will begin upon the development of a Statement of Work by Customer and Company.
25. **Warranty Period.** Unless expressly provided otherwise in this Agreement, Customer acknowledges that the Services do not include a warranty period and that billing for the Service will begin upon acceptance or Beneficial Use by the Customer.
26. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Customer and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that the undersigned have the authority to bind Customer and Company to this Agreement.

Minutes, City of Southaven, Southaven, Mississippi



Special Service Arrangement Agreement

Case Number MS15-1990-01
Option 1 of 1

Offer Expiration: This offer shall expire on: 1/31/2016.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Special Service Arrangement provides a one-time charge for purchase and installation of E911 Public Safety Answering Position (PSAP) equipment and software. The monthly rate for maintenance is also provided.

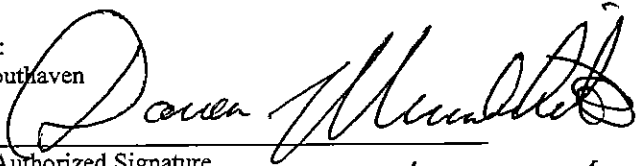
The service period for this Agreement is sixty (60) months.

Upon mutual agreement of the parties, Customer may renew this Agreement to provide for an upgrade of the E911 equipment/service. An Upgrade is defined as a replacement of existing equipment to available newer technology at the time of the request.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Customer:
City of Southaven

By: 
Authorized Signature

Printed Name: Darren Musselwhite

Title: Mayor

Date: 11-5-15

Company:
BellSouth Telecommunications, LLC d/b/a AT&T Mississippi

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

Minutes, City of Southaven, Southaven, Mississippi



Special Service Arrangement Agreement

Case Number MS15-1990-01
Option 1 of 1

RATES AND CHARGES

<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
Purchase Software Mtce-Initial Contract1	\$.00	\$30.00	WTT51

Minutes, City of Southaven, Southaven, Mississippi



Special Service Arrangement Agreement

Case Number MS15-1990-01
Option 1 of 1

RATES AND CHARGES

NOTES:

1. The Customer must subscribe to additional elements set forth in this Agreement within the first twelve (12) months of acceptance of the Agreement. The addition of elements after the initial twelve (12) month period will require a new Special Service Arrangement.
2. Rates and charges herein are in addition to any applicable tariff rates and charges. Rules and regulations of the General Subscriber Services Tariff apply.
3. This Agreement does not cover the following:
 - damages caused by disasters such as fire, flood, wind, lightning, or earthquake.
 - damages caused by unauthorized disconnects or de-powering of the equipment.
 - damages caused by power surges, under voltage, over voltage, brownouts, or ground faults caused by commercial AC power and/or Customer provided generators.
 - damages caused by modifications to the equipment, unauthorized attachments, alterations, modification or relocation of the equipment by an unauthorized person.
 - damage during shipment other than original shipment to the Customer.
 - damage caused by consumables or spilled liquids, impact with other objects.
 - damage caused by any other abuse, misuse, mishandling, misapplication.
 - damage caused by software viruses, however introduced. This Agreement does not include hardware or software replacement that may be required by the introduction of software viruses or lost data regardless of the cause. Company or its supporting vendors may assist in the repair or recovery efforts at current time and materials rates.

Except as provided in Note 4 below, in addition, in the case of damage, loss, theft or destruction of the equipment or software not due to ordinary wear and tear, the Customer shall be required to pay the expense incurred by the Company in connection with the replacement of the equipment damaged, lost, stolen or destroyed or the expense incurred in restoring it to its original condition.

4. Hardware not provided by the Company will not be repaired, replaced or maintained by the Company even though interconnected or integral to the Service. All Customer-provided equipment must be clearly marked and listed on a separate worksheet. The Customer also agrees to obtain prior written approval from the Company before additional software is added to the Service and agrees to pay current time and material charges for problems attributable to non-approved software.
5. Customer acknowledges that software installation is limited to the applications sold under this or other AT&T agreements.
6. Customer acknowledges that it has reviewed the proposed configuration and represents storage sizing is adequate for the current site operations. Future operational changes or additional storage requirements may necessitate additional equipment which will be billable to the Customer.

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Special Service Arrangement Agreement

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Option 1 of 1

7. SPECIAL TERMS AND CONDITIONS FOR PSAP - LAN CONFIGURATIONS OR INSTALLATIONS

CUSTOMER WARRANTS TO AT&T AND ALL 911 EMERGENCY SERVICE USERS THAT THE 911 EQUIPMENT AND/OR SERVICES BEING PROVIDED HEREUNDER, OR PREVIOUSLY SUPPLIED BY AT&T, IS NOT CONNECTED AND WILL NOT BE CONNECTED TO ANY LOCAL AREA NETWORK ("LAN") OR ANY OTHER COMPUTER NETWORK OUTSIDE OF AT&T'S CONTROL, INCLUDING WITHOUT LIMITATION THE NATIONAL CRIME INFORMATION CENTER NETWORK ("CIC") OR SIMILAR NETWORK; PROVIDED, HOWEVER, THAT CUSTOMER MAY CONNECT SAID EQUIPMENT AND/OR SERVICES TO THE CIC OR SIMILAR NETWORK IF AND ONLY IF SUCH CONNECTION IS EXPRESSLY APPROVED IN WRITING BY AT&T, WHICH APPROVAL SHALL BE IN AT&T'S SOLE DISCRETION. AT&T RELIES ON THIS REPRESENTATION BY CUSTOMER IN AGREEING TO INSTALL AND/OR MAINTAIN SAID EQUIPMENT AND ALL SERVICES THEREON.

AT&T MAINTAINS A STRICT POLICY ("PSAP NETWORK SECURITY POLICY") THAT IT WILL INSTALL 911 EQUIPMENT ONLY IN A SECURE PSAP LAN, AND ONLY WHERE SUCH LANS ARE NOT CONNECTED TO ANY OTHER COMPUTER NETWORK OUTSIDE OF AT&T'S CONTROL. AT&T WILL NOT INSTALL OR TERMINATE A PSAP LAN TO A FIREWALL. AT&T WILL IDENTIFY THE DEMARCATION POINT FOR THE PSAP LAN, BEYOND WHICH CUSTOMER AGREES THAT AT&T IS NOT RESPONSIBLE. IN THE EVENT CUSTOMER CONNECTS ITS PSAP LAN TO ANY OTHER COMPUTER NETWORK, CONTRARY TO AT&T'S EXPRESS PSAP NETWORK SECURITY POLICY (WHICH CUSTOMER ACKNOWLEDGES IT HAS RECEIVED AND READ), AND THE PSAP LAN IS INFECTED OR DAMAGED AS A RESULT OF SUCH ACTIONS, THEN ALL WARRANTIES, AND MAINTENANCE AND SERVICE PROVISIONS OF THIS AGREEMENT SHALL BE NULL AND VOID AND AT&T DISCLAIMS ANY LIABILITY WHATSOEVER RELATING TO ANY PSAP LAN WHICH CUSTOMER OR ITS AGENTS CONNECT TO ANY OTHER COMPUTER NETWORK CONTRARY TO THE PSAP NETWORK SECURITY POLICY.

UNDER SUCH CIRCUMSTANCES, AT&T WILL PROVIDE REPAIR SERVICES FOR THE PSAP LAN AT CUSTOMER'S REQUEST, WHICH WILL BE BILLED ON A TIME AND MATERIALS BASIS AT AT&T'S THEN-PREVAILING SERVICES RATES. CUSTOMER FURTHER AGREES TO INDEMNIFY AND HOLD AT&T HARMLESS FOR ANY DAMAGES TO OR CLAIMS BY ANY THIRD PARTY AGAINST AT&T WHICH ARISE IN WHOLE OR IN PART FROM CUSTOMER'S CONNECTION OF THE 911 EQUIPMENT AND/OR SERVICES BEING PROVIDED HEREUNDER TO ANY LAN OR ANY OTHER COMPUTER NETWORK OUTSIDE OF AT&T'S CONTROL, INCLUDING WITHOUT LIMITATION THE NATIONAL CIC.

3. In the event that all or any part of this Agreement is terminated at the Customer's request prior to the expiration of the Agreement term, the Customer will be required to pay the applicable termination charge as stated in this Agreement. The Agreement provisions concerning termination liability shall be inapplicable to any state, county, parish, or municipal governmental entity when there is in effect, as a result of action by such entity and through a duly constituted legislative, administrative, or executive body:

1. a statute;
2. an ordinance;
3. a policy directive; or
4. a constitutional provision

which restricts or prohibits an additional contractual payment for early termination of a contract by any such entity, or agency thereof, due to an unavailability of funding. When service is being provided and funding to the governmental entity for such service becomes unavailable, the governmental entity may cancel the service without additional payment obligation. Absent any official statute, ordinance, policy directive, or constitutional provision, the Customer shall be responsible for the termination charge.

All trademarks or service marks contained herein are the property of the respective owners.

Minutes, City of Southaven, Southaven, Mississippi



Special Service Arrangement Agreement

Case Number MS15-1990-01
Option 1 of 1

END OF ARRANGEMENT AGREEMENT OPTION 1

Minutes, City of Southaven, Southaven, Mississippi



Southaven Software Maintenance					Case Number MS15-1990-01
Qty	USOC	Rate Tape Description	Non-Recurring	Monthly Rate	Total Monthly Description
80	WTT51	SMA/Evergreen1		\$30.00	\$2,400.00 InterAct Mobile software, per license
		TOTAL	\$0.00		\$2,400.00

Minutes, City of Southaven, Southaven, Mississippi



MS15-2114-01

ORDER	USOC	Southaven PD Billing Description	Up Front	Monthly Rate	Billing Description
1	WTT2H	SMA/Evergreen1		\$2,867.00	monthly RMS software subscription
3	WTT3B	SMA/Evergreen1		\$132.00	Interfaces: eCite/eCrash/Court
1	WTT2I	Installation2		\$573.00	RMS DATA CONVERSION PACKAGE
1	WTT2U	Installation3		\$326.00	IMPLEMENTATION SERVICES
1	WTT2V	Installation4		\$273.00	INTERFACE SETUP FEE
1	WTT2W	Installation5		\$164.00	GO LIVE SUPPORT
1	WTT2X	Installation6		\$66.00	PROGRAM MANAGEMENT SERVICES
1	WTT2Y	Installation7		\$414.00	InterAct Development Services (Online RMS Warrant and Charge Affidavit)
1	WTT3C	Training1		\$127.00	RMS TRAIN THE TRAINER
		TOTAL		\$4,942.00	

OPTIONAL

WTT2S	Installation1	\$226.00	\$226.00	HOURLY RATE FOR DATA CONVERSION
WTT2Z	Installation8	\$3,760.00	\$3,760.00	Interact Assistance for Map Table coding for data conversion, per module
WTT3A	Installation9	\$2,507.00	\$2,507.00	Data conversion of images/attachments per additional GB.

* Includes Custom Data Conversion: Field Interview/Case Management/Calls for Service

CONFIDENTIAL

Not for disclosure outside the AT&T Companies without written permission.

Minutes, City of Southaven, Southaven, Mississippi

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER: 7
City of Southaven

PROJECT: Hurricane Creek
Sewer Project - Phase 6, Municipal
Wastewater Lagoon Closure

FROM CONTRACTOR:
SEMS, Inc.

VIA ARCHITECT: Neel Schaffer

AIA DOCUMENT G702

APPLICATION NO: 5

PAGE 1 OF

2 PAGES

Distribution to:
☐ OWNER
☒ ARCHITECT
☐ CONTRACTOR

PERIOD TO: thru 10/20/2015

PROJECT NOS: SRF-C280910-03
(Contract No. 1)

CONTRACT DATE: May 11, 2015

CONTRACT FOR: Municipal Wastewater Lagoon Closure

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, Schedule of Values, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: SEMS, Inc.

By: CM McLeod Date: October 21, 2015

State of: Louisiana Parish of East Baton Rouge
Subscribed and sworn to before me this 21st day of October, 2015
Notary Public Deanne Penn
My Commission expires: 2015
LOUISIANA
STATE OF LOUISIANA

ARCHITECTS CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 36,263.21

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

By: Neel Schaffer Date: 10/20/15

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-6292
Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Documents' Authenticity from the Licensee.

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved		\$0.00	\$0.00
in previous months by Owner			
Total approved this Month		\$0.00	\$0.00
TOTALS		\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00	

1. ORIGINAL CONTRACT SUM	\$	648,270.00
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	648,270.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	447,119.21
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	\$	\$22,355.96
b. 5 % of Stored Material (Column F on G703)	\$	Included in above
Total Retainage (Lines 5a + 5b or Total Retainage)	\$	22,355.96
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	424,763.25
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	388,500.04
8. CURRENT PAYMENT DUE (Line 6 less Line 7)	\$	36,263.21
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	223,506.75

Minutes, City of Southaven, Southaven, Mississippi

SEMS, INC.
BATON ROUGE, LA

HURRICANE CREEK SEWER PROJECT - PHASE 6
MUNICIPAL WASTEWATER LAGOON CLOSURE
PINEHURST, WOODLAND ESTATES, AND LEGENDS

NEEL-SCHAFER
SRF-C280910-03 (CONTRACT NO. 1)

Pay Item	Desc	Qty	Unit	CONTRACT		ACTUALS TO-DATE (thru 10/20/15)		SUM PREVIOUSLY INVOICED		CURRENT INVOICE		ESTIMATE AT COMPLETION	
				Unit Price	Extended Price	Qty	Extended Price	Qty	Extended Price	Qty	Extended Price	Qty	Extended Price
1.0	Mobilization	1	LS	\$ 20,000.00	\$ 20,000.00	50%	\$ 10,000.00	50%	\$ 10,000.00	0%	\$ -	100%	\$ 20,000.00
2.0	Maintenance of Traffic	1	LS	\$ 7,000.00	\$ 7,000.00	85%	\$ 5,950.00	65%	\$ 4,550.00	20%	\$ 1,400.00	100%	\$ 7,000.00
3.0	Clearing and Grubbing	1.5	Acres	\$ 7,000.00	\$ 10,500.00	0.5	\$ 3,500.00	0.5	\$ 3,500.00	0.0	\$ -	1.5	\$ 10,500.00
4.0	Construction Staking / Surveying	1	LS	\$ 15,000.00	\$ 15,000.00	80%	\$ 12,000.00	65%	\$ 9,750.00	15%	\$ 2,250.00	100%	\$ 15,000.00
5.0	Temp. Construction Entrance / Access Drive	3	Each	\$ 10,000.00	\$ 30,000.00	3	\$ 30,000.00	3	\$ 30,000.00	0	\$ -	3	\$ 30,000.00
6.0	Temporary Silt Fence	3,000	LF	\$ 1.75	\$ 5,250.00	1,027	\$ 1,797.25	1,027	\$ 1,797.25	0	\$ -	3,000	\$ 5,250.00
7.0	Wattle Check Dam (12")	300	LF	\$ 26.00	\$ 7,800.00	0	\$ -	0	\$ -	0	\$ -	300	\$ 7,800.00
8.0	Erosion Control Blanket	500	SY	\$ 5.00	\$ 2,500.00	0	\$ -	0	\$ -	0	\$ -	500	\$ 2,500.00
9.0	Sod	500	SY	\$ 16.00	\$ 8,000.00	0	\$ -	0	\$ -	0	\$ -	500	\$ 8,000.00
10.0	Grasshng	3.5	Acres	\$ 3,000.00	\$ 10,500.00	0.0	\$ -	0.0	\$ -	0.0	\$ -	3.5	\$ 10,500.00
11.0	24" Reinforced Concrete Pipe	30	LF	\$ 160.00	\$ 4,800.00	30	\$ 4,800.00	30	\$ 4,800.00	0	\$ -	30	\$ 4,800.00
12.0	100# Rock Riprap (w/ Geotextile)	120	Tons	\$ 70.00	\$ 8,400.00	10.5	\$ 735.00	10.5	\$ 735.00	0	\$ -	120	\$ 8,400.00
13.0	Pinehurst Lagoon Site Demolition	1	LS	\$ 18,000.00	\$ 18,000.00	0%	\$ -	0%	\$ -	0%	\$ -	100%	\$ 18,000.00
14.0	Woodland Estates Lagoon Site Demolition	1	LS	\$ 9,000.00	\$ 9,000.00	100%	\$ 9,000.00	100%	\$ 9,000.00	0%	\$ -	100%	\$ 9,000.00
15.0	Legends Lagoon Site Demolition	1	LS	\$ 18,000.00	\$ 18,000.00	100%	\$ 18,000.00	0%	\$ -	100%	\$ 18,000.00	100%	\$ 18,000.00
16.0	Lagoon / Sludge Dewatering	2,950,000	Gal	\$ 0.10	\$ 295,000.00	3,200,150	\$ 320,015.00	3,187,650	\$ 318,765.00	12,500	\$ 1,250.00	3,200,150	\$ 320,015.00
17.0	Sludge Cake Disposal	350	Tons	\$ 58.00	\$ 20,300.00	203.7	\$ 11,814.50	196.6	\$ 11,402.80	7.1	\$ 411.80	203.7	\$ 11,814.50
18.0	Unclassified Excavation	5,055	CY	\$ 4.00	\$ 20,220.00	4,876.84	\$ 19,507.36	1,161.84	\$ 4,647.36	3,715.00	\$ 14,860.00	5,055.00	\$ 20,220.00
19.0	Borrow Excavation	11,500	CY	\$ 12.00	\$ 138,000.00	0	\$ -	0	\$ -	0	\$ -	10,000	\$ 120,000.00
Prepared by: <u>Michael Hebert</u> Date: <u>10/21/2015</u>				TOTALS	\$ 646,770.00		\$ 447,119.21		\$ 408,947.41		\$ 38,171.80		\$ 646,789.60

5:\City of Southaven - 70mp\minutes\cityof 10-20-2015 rev1 (a) - This does not include the pending change request associated with the change in condition encountered at Pinehurst (i.e. increased sludge volume changed the sludge to water ratio processed).

Note: (a)

Minutes, City of Southaven, Southaven, Mississippi



engineers
planners
surveyors
environmental
scientists
landscape
architects

October 26, 2015
N-S Project No. 6.5146.071

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

RE: Estimate Summary for Contractor Payment Application No. 5
Hurricane Creek Sewer Project – Phase 6
Municipal Wastewater Lagoon Closures
Pinehurst, Woodland Estates, and Legends
MDEQ SRF-C280910-03 (Contract No. 1)

Dear Mr. Cordell:

We transmit herewith two original copies of Estimate No. 5 from SEMS, Inc. in the amount of \$36,263.21, on the above referenced project.

We have checked the estimate and the work covered by the estimate, and we believe that the contractor is complying with the plans and specifications to this point.

This estimate is based on approximately 70% completion of the contract including stored materials, from which 5% retainage has been deducted, leaving a net amount due to the contractor at this time of \$223,506.75. We have indicated thereon our approval and recommend that the estimate be placed in line for payment.

Reimbursement to the City of Southaven for this construction invoice will be a part of loan reimbursement request #12, for the above referenced loan.

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

Sincerely,

NEEL-SCHAFFER, INC.

Sean E. Hilsdon, P.E.
Project Manager

/seh

Enclosures: (2) signed originals

cc: Renee Havens, City of Southaven (via email)
Whitney Choat-Cook, City of Southaven (via email)

G:\Projects\5000\5146.071 Southaven Lagoon Closures\correspondence\SEMS, Inc\Pay App 5\Estimate Summary Letter.doc

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

Minutes, City of Southaven, Southaven, Mississippi

CITY OF SOUTHAVEN

Top Of Mississippi

Office of Public Works and Facilities

Bradley K. Wallace, AIA
Director



5813 Pepper Chase Dr.
Southaven, MS 38671
Ph. 662-796-2489
Fax 662-796-2493
bwallace@southaven.org

To: Mayor Musselwhite and Board of Aldermen

RE: Recommendation for award of recent bid

Please accept this letter as our recommendation that we accept a bid for the recently published package entitled – “**Bid Package for Annual Contract to Supply Garbage Carts**”.

After submittal of bids and review of all information – it is our recommendation that the City of Southaven accept the bid from *Cascade Engineering, Inc.* as the lowest and best bid for this package. We recommend that the City purchase this equipment from them for the submitted bid prices of \$43.98 per green cart for an order of 522 and \$48.98 per pink cart for an order of 200.

If approved as recommended herein, we stand ready to release this vendor to provide this equipment to the City as requested and as needed during the next year.

Thank you for your consideration in this matter.

Sincerely,

Bradley K. Wallace, AIA

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 Utility Department ("City") 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 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 Vehicle 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 be hereby declared as surplus property as the property is outdated, not useful or cost effective due to the storage and maintenance costs and has no value to the City.
2. The City Clerk, or her designee, is hereby authorized and directed to follow Mississippi Code 17-25-25 for the disposition of the Vehicle.

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

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

Minutes, City of Southaven, Southaven, Mississippi

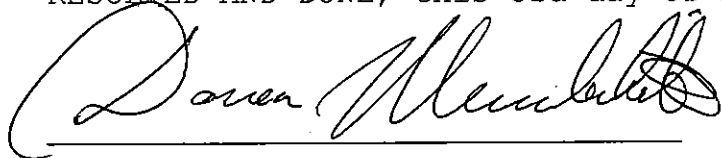
Alderman Scott Ferguson

voted: YES

Alderman Raymond Flores

voted: YES

RESOLVED AND DONE, this 3rd day of November, 2015.

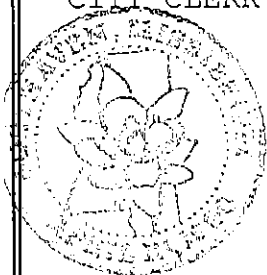


Darren Musselwhite, MAYOR

ATTEST:



CITY CLERK



Minutes, City of Southaven, Southaven, Mississippi



Southaven Utility Division

*5813 PEPPERCHASE DRIVE
SOUTHAVEN, MS 38671
TEL: (662) 796-2490
FAX: (662) 796-0005*

10/30/2015

Re: Surplus Property

Honorable Mayor Musselwhite and Board of Aldermen

I respectfully request that the following items be declared surplus property and disposed of in accordance with the laws of the State of Mississippi.

1. Non-working fire hydrants which have been stripped of any usable parts to be sold as scrap metal.
2. Non-working water meters to be sold as scrap.
3. Non-working sewer pumps to be sold as scrap.
4. Miscellaneous metals such as copper, brass, steel, and aluminum to be sold as scrap.

These items are currently located at our facility on Pepper Chase Drive.

Sincerely,

Ray Humphrey

Ray Humphrey
Utility Director
City of Southaven

Minutes, City of Southaven, Southaven, Mississippi

RESOLUTION GRANTING AUTHORITY TO CLEAN PRIVATE PROPERTY

WHEREAS, the governing authorities of the City of Southaven, Mississippi, have received numerous complaints regarding the parcel of land located at the following address, to-wit: **6782 Snowden Lane, 2371 Heather Ridge**, to the effect that the said parcel of land has been neglected whereby **the grass height is in violation and there exist other unsafe conditions** and that the parcel of land in the present condition is deemed to be a menace to the public health and safety of the community.

WHEREAS, pursuant to Section 21-19-11 of the Mississippi Code Annotated (1972), the governing authorities of the City of Southaven, Mississippi, provided the owners of the above described parcel of land with notice of the condition of their respective parcel of land and further provided them with notice of a hearing before the Mayor and Board of Aldermen on **Tuesday, November 3, 2015**, by United States mail and by posting said notice, to determine whether or not the said parcel of land were in such a state of uncleanness as to be a menace to the public health and safety of the community.

WHEREAS, none of the owners of the above described parcel of land appeared at the meeting of the Mayor and Board of Aldermen on **Tuesday, November 3, 2015**, to voice objection or to offer a defense.

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

Minutes, City of Southaven, Southaven, Mississippi

of Alderman of the City of Southaven, Mississippi, that the above described parcel of land located at: **6782 Snowden Lane, 2371 Heather Ridge**, is deemed in the existing condition to be a menace to the public health and safety of the community.

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

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

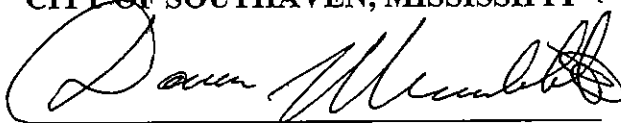
ALDERMAN	VOTED
Alderman William Brooks	YES
Alderman Kristian Kelly	YES
Alderman Shirley Kite	YES
Alderman George Payne	YES
Alderman Joel Gallagher	YES
Alderman Scott Ferguson	YES
Alderman Raymond Flores	YES

The Resolution, having received a majority vote of all Aldermen present, was declared adopted on this, the 3rd day of November, 2015.

Minutes, City of Southaven, Southaven, Mississippi

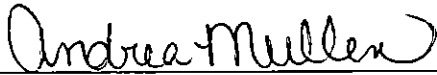
CITY OF SOUTHAVEN, MISSISSIPPI

BY:



DARREN MUSSELWHITE
MAYOR

ATTEST:



ANDREA MULLEN
CITY CLERK



Minutes, City of Southaven, Southaven, Mississippi

City of Southaven Office of Planning and Development Design Review Staff Report



Date of Hearing:	September 28, 2015
Public Hearing Body:	Planning Commission
Applicant:	CVH Airways, LLC 6750 Poplar Avenue Suite 107 Memphis, TN 38138 901-753-4431
Total Acreage:	3.45 acres
Existing Zone:	Planned Commercial (C-4)
Location of Design Review Application	Briargate Commercial Subdivision on the east side of Airways Blvd., south of Marathon Way.
Comprehensive Plan Designation:	Commercial District

Staff Comments:

The applicant is requesting design review approval for a four (4) story hotel to be located in the Briargate Commercial Subdivision. The submitted documents propose the following:

Building Elevations:

The applicant is proposing a four story hotel with a mixture of stone veneer, faux brick and EIFS. The ground level is shown with "Heritage Stone- Buff" stone with "Lite Buff" mortar to match the stone. The second and third levels show a painted faux brick in "Amber Rose" which is a dark red/brown color. The fourth story and roof parapets are shown as "China White" EIFS. The entrance canopy is designed with matching materials of the first and fourth levels. The columns are proposed with the stone material while the canopy itself is proposed with the EIFS. The applicant has provided some variation in the window line with the arched tops and accent bands along the ground and top floors, which creates a more decorative elevation. Lighting has been shown on the elevations but staff was unable to identify the design.

Landscaping:

The applicant submitted a few materials for the site including:

- Ginkgo Biloba at 2" caliper
- Crepe myrtle at 2" caliper
- Southern Red Oak at 2" caliper
- Foster Holly at 2" caliper

The applicant is showing the Foster Holly in areas around the perimeter of the building and along a stretch of pervious surface between the southernmost parking area and the detention pond. The Southern Red Oaks have been placed at the northern boundary of the detention

Minutes, City of Southaven, Southaven, Mississippi

pond. The crepe myrtles and ginkgo trees have been placed in the parking medians.

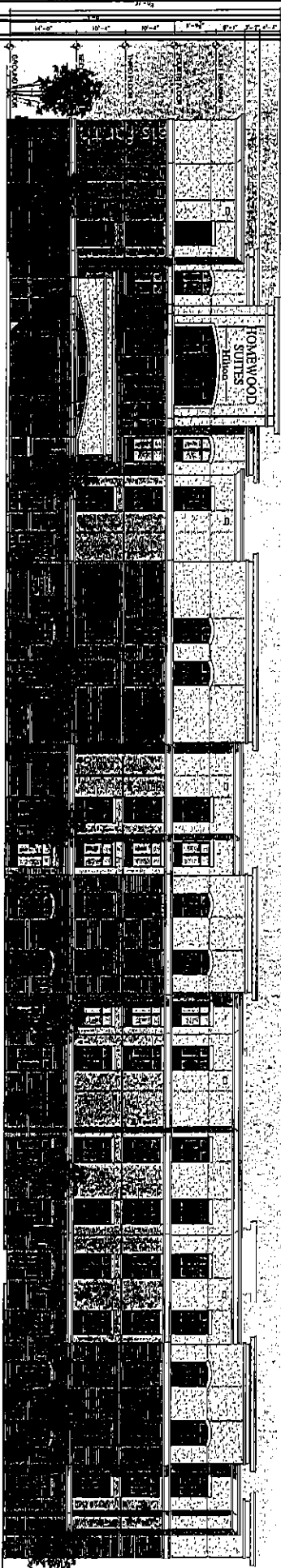
Staff Recommendations:

There are several items of concern for staff:

1. The materials submitted for the building are not conducive to what the city allows. Staff is agreeable to the use of stone and EIFS; however, staff would like to see more of a color variation in the stone material and faux brick that is painted to give a brick appearance is not something staff is willing to approve. The applicant will need to adjust their material list. Staff has submitted several pictures of newly constructed or existing Homewood Suites. The applicant should utilize these pictures while making the necessary revisions. The applicant will need to provide actual brick as their material and remove all proposals of the painted faux brick.
2. Staff feels that the applicant needs to provide more depth or the appearance of depth to the building. Staff would like to see the roofline increased in areas to give a better height variation to the building. Additionally, staff would like the applicant to vary the heights of the façade materials to add depth to the elevation. Staff would suggest taking the stone up to a higher level along the areas where the building pulls forward and possibly imitate the entrance design, which would remove the "Amber Rose" color for these specific areas. There are some areas where staff would like to see the stone brought all the way to the roofline.
3. There is no submitted photometric plan so staff would like it noted that all lighting design should be submitted for approval. The applicant should utilize a bronze material for all wall mounted lighting. Additionally, as with all new developments, staff will require decorative lighting in the parking and/or landscape areas. The standard used is a black coated acorn light; however, if the applicant would like to submit another type of decorative lighting then they will need to submit it for approval. Once the applicant has confirmed with staff what lighting will be used, then staff will make a recommendation as to the location and number of lights to be approved.
4. The landscape design submitted is very minimal and the species sizes are below the minimum requirements allowed per city ordinance. The landscape revisions are shown on the redline copy and has been given to the applicant. All shade or larger trees must meet the 3.5" caliper minimum and all ornamentals must meet the 2.5" and 10-12' height minimums.

There are many items that need to be addressed by the applicant and staff feels that it is too much to approve administratively. That being said, staff recommends tabling the application to allow time for the applicant to make all the necessary adjustments and discuss with staff any questions or concerns before resubmitting to the Planning Commission.

Minutes, City of Southaven, Southaven, Mississippi



WEST ELEVATION

SCALE 3/8" = 1'-0"

PROJECT NO.	DATE
301	10/15/10

A-301

HOMewood SUITES
SOUTHAVEN, MISSISSIPPI
EXTERIOR ELEVATIONS

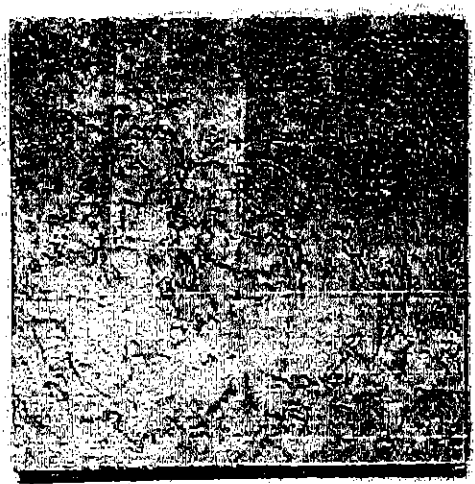
Minutes, City of Southaven, Southaven, Mississippi



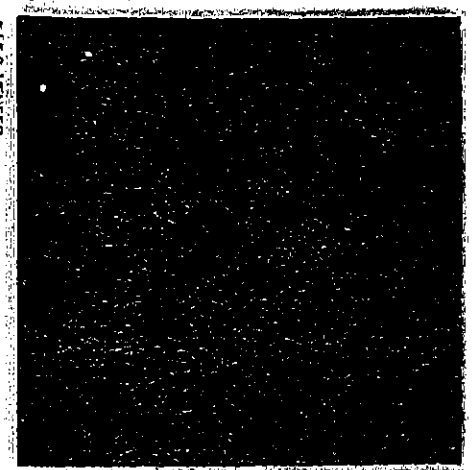
STONE FRONT / GUEST ROOM WINDOWS:
PREFINISHED DARK BRONZE
GLAZING: GRAY TINTED



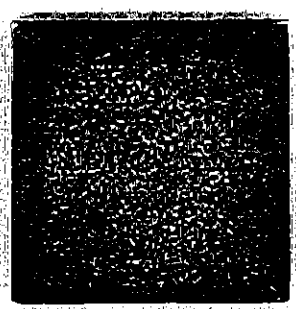
WEST (FRONT) ELEVATION



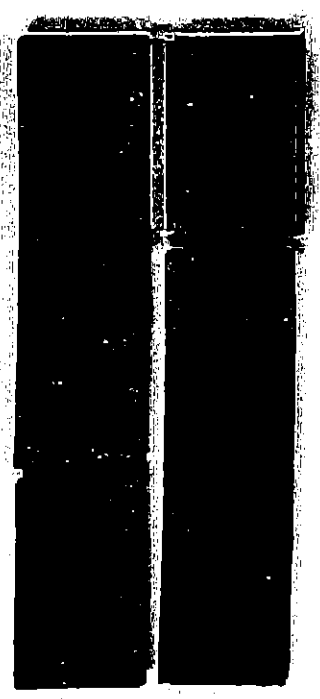
ELF S VENEER:
CROWN & EQUAL COLOR: 400 "BUCKSKIN"



ELF S VENEER:
DRYNT & EQUAL COLOR: 462 "ALUMOND"



STONE ACCENTS:
HERITAGE STONE & EQUAL COLOR: "BUFF"



BRICK VENEER:
BORAL BRICK, ACME BRICK & EQUAL COLOR: "CRIMSON"
MORTAR: BEIGE

NORTH

HOMWOOD SUITES

SOUTHAVEN, MISSISSIPPI

MATERIAL SAMPLE
BOARD

BOUNDS + GILLESPIE
ARCHITECTS, PLLC
10000 N. GULF BLVD., SUITE 100
DALLAS, TEXAS 75243
TEL: 214.343.8800
FAX: 214.343.8801
WWW.BGARCHITECTS.COM

Minutes, City of Southaven, Southaven, Mississippi

City of Southaven Office of Planning and Development Design Review Staff Report



Date of Hearing:	September 28, 2015
Public Hearing Body:	Planning Commission
Applicant:	Abraham Valenzuela 14259 Chapel Ridge Trace Olive Branch, MS 38654 c/o At Home Builders (901-283-8391)
Total Acreage:	1.26 acres
Existing Zone:	Planned Commercial (C-4)
Location of Design Review Application	Bob White Farms Subdivision on the east side of Getwell Road, south of Goodman Road.
Comprehensive Plan Designation:	Commercial District

Staff Comments:

The applicant is requesting design review approval for a 4,000 sq. ft. restaurant to be located on the east side of Getwell Road, south of Goodman Road in the Bob White Farms Subdivision. The submitted documents propose the following:

Building Elevations:

The applicant is proposing a mixture of brick and stacked stone for the building materials with stained wood used for accent on the windows and above the entrance door. The applicant is showing brick in "Botany Bay" tan for the entire building with the exception of the entrance area. The wainscot of the building is proposed as brick; however, the applicant is requesting to utilize the "Desert Buff" mortar to create a slurry look to this area (referred to as parged by applicant). Above the wainscot, the brick will remain exposed. The entrance area is shown as Arkansas chopped stone, which will be wrapped around the entrance area on both sides. The wainscot slurry design is also shown as accent on the windows. Additionally, the front window line has open shutters that are stained cedar wood. The proposed stain is shown as "Red Mahogany". The roofline is capped with a row of brick rowlock, Mexican tile and a painted metal cap. The paint and the tile design have not been identified by the applicant. There are several scuppers shown along the building face but staff is unclear as to their appearance. The applicant is identifying decorative bronze lighting over the main entrance and the window line along the front of the building. There is an identified gated area shown on the north side which wraps around to the east (rear of the building). This area is proposed with cedar fencing stained to match the shutters. Per the site plan submittal, the HVAC and transformer equipment are located in this gated area near the rear of the building. There is no detail for the dumpster area which is identified on the south east corner of the site.

Minutes, City of Southaven, Southaven, Mississippi

Landscaping:

The applicant has submitted a mixture of landscape materials for the site including the following:

Shade trees:

Elm Lacebark at 2" caliper

Ornamental trees:

Natchez Crape Myrtle at 10' in height

Yoshino Cherry trees at 2" caliper

Shrubs:

Snow White Indian Hawthorne

Japanese Camelias

Cleyera Bigfoot

Additional materials:

Variegated Liriope

Bermuda grass

Red mulch

Black Cobble Stone 3"

The applicant has provided a single row streetscape design along Getwell Road which includes Japanese Camelias with three Yoshino Cherry trees centered between the parking lot stalls. Inside the parking areas where the applicant has provided a break-up median, the applicant has placed the Elm Lacebark and Snow White Hawthornes. There are four landscape beds on the corners of the actual building, which the applicant has proposed with Natchez Crape Myrtles, Liriope and black cobble stone. There is an identified light pole in each of these areas. A single tight row of Yoshino Cherry trees have been placed on each side of the main entrance to the restaurant. On the south end of the lot between the parking lot and the existing Zaxby's restaurant, the applicant has provided a single row of Japanese Camelias. Bermuda grass covers the remaining pervious areas of the site. The submitted landscape drawing stated that Cleyera Bigfoot was included in the design but staff was unable to identify the location of the materials on the submitted plan.

No photometric design has been submitted by the applicant.

Staff Recommendations:

There are several items that staff needs clarification on:

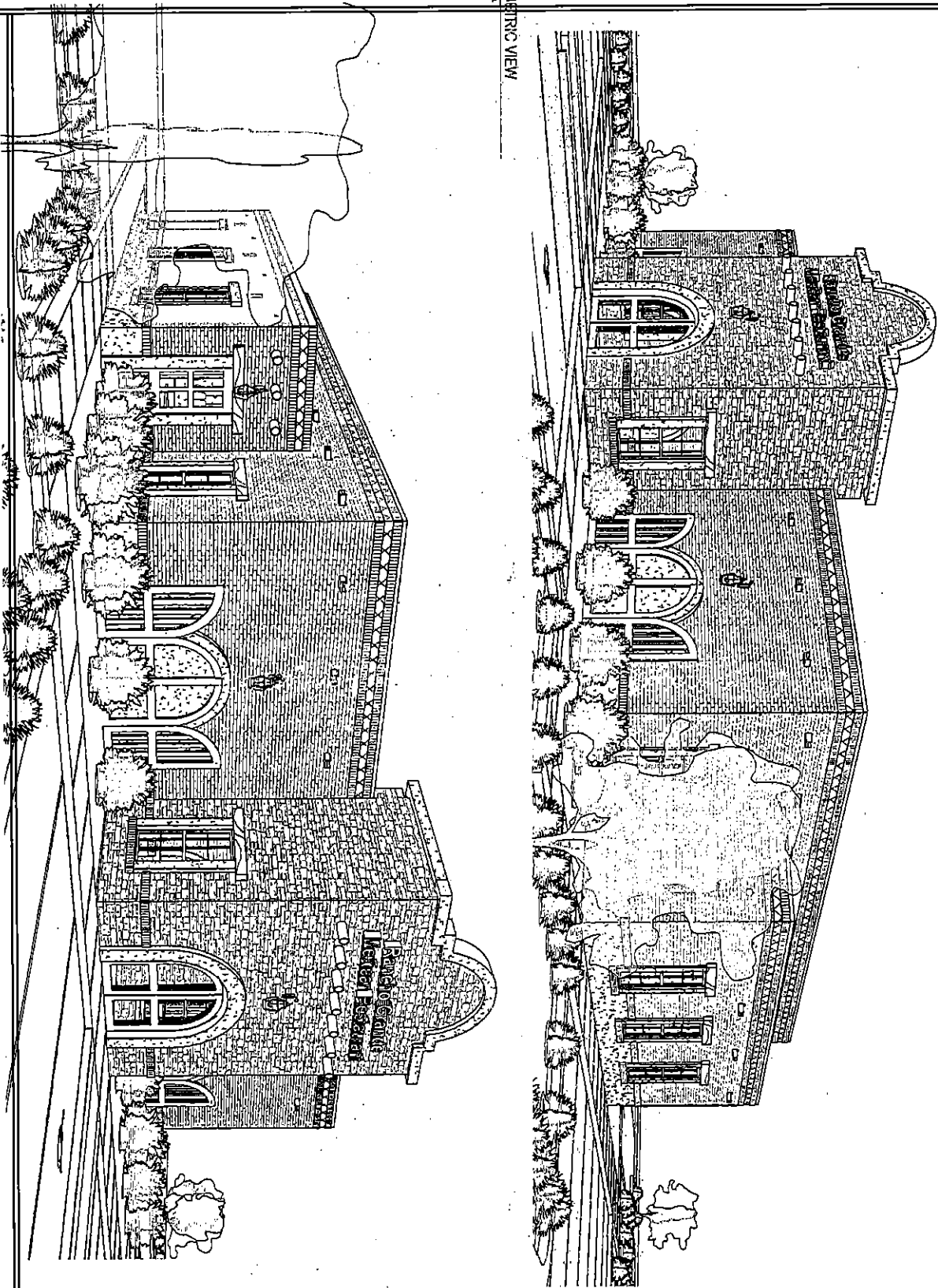
1. Items that have not been submitted for review- Mexican tile pattern and color, metal capping paint color and scuppers covers. Staff would like to confirm with the applicant that the metal paint color is a neutral shade which will blend with the submitted building materials. The scuppers should have decorative covers which should be submitted to staff for final approval.
2. The dumpster should conform to the requirements of the ordinance which state that three (3) sides of the enclosure must match the masonry material of the building. The gated access can be wood and steel frame stained to match the building. The enclosure must be at least one (1) foot above the highest point of the dumpster.

Minutes, City of Southaven, Southaven, Mississippi

3. Staff has submitted a red line copy of the landscape plan to the Planning Commission as well as the applicant for the necessary revisions. This plan increases the amount of materials on site and also increases the size of the materials to comply with the minimum requirements set forth in the ordinance.
4. There is no submitted photometric plan and staff discussed this with the applicant. The applicant is showing several lights around the perimeter of the building and in the parking lot on the north and south sides; however, the details of the lighting are not clear. The City of Southaven requires decorative lighting to be used either as landscape accents or as the parking lot lighting. Staff is agreeable to allow the shoebox lighting but the applicant will need to address the decorative lighting with either replacing the shoebox with the acorn style lights or adding them into the landscape designs in the streetscape and/or the entrances to the site.

Minutes, City of Southaven, Southaven, Mississippi

2 ISOMETRIC VIEW



RANCHO GRANDE

200 White Plains Subdivision Lot # 10 6714 Gravel Road Southaven, Mississippi

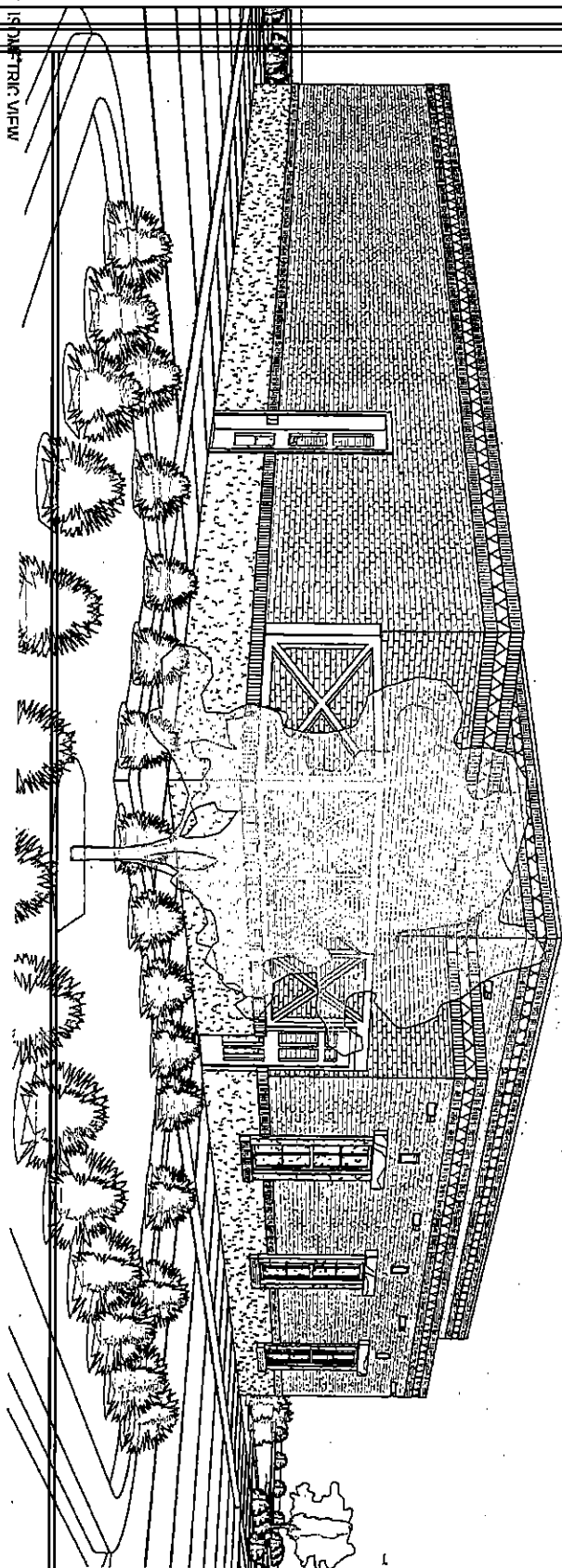
BLANK
LO
DESIGNED
DATE 06-28-15
REVISION
PROJECT 11-12-16

KRIS AINSWORTH ARCHITECT
7045 OLD CANNON ROAD STE. 221
RIDGELAND, MS, 39157
601.848.3024 601.843.8754

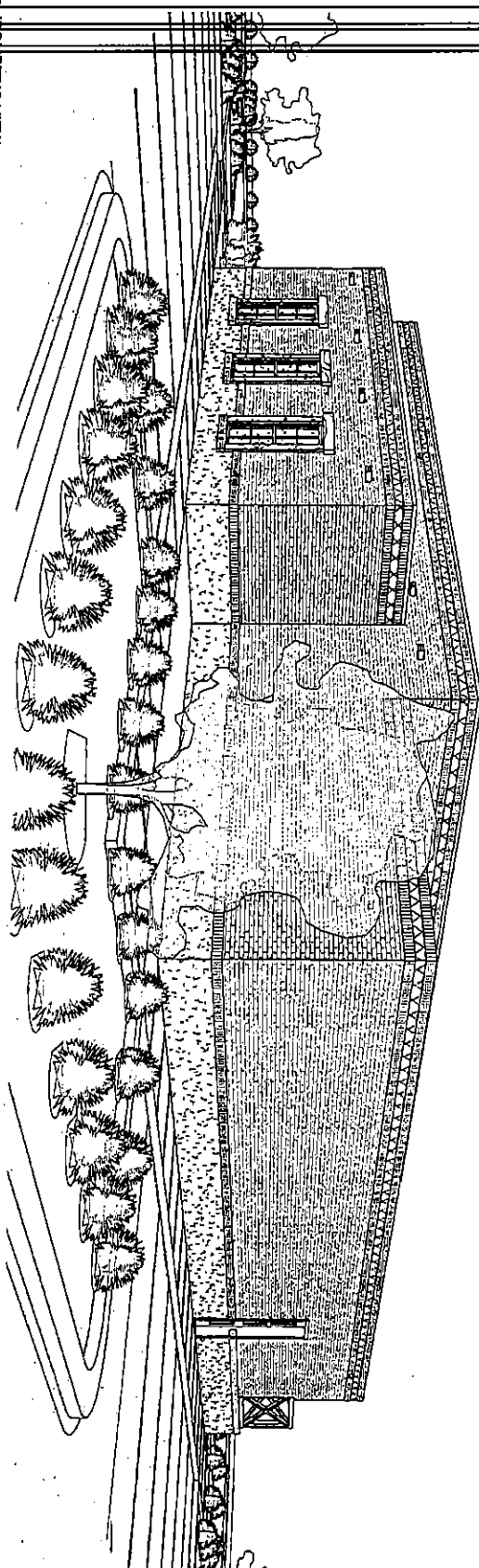
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Minutes, City of Southaven, Southaven, Mississippi

4 ISOMETRIC VIEW



2 ISOMETRIC VIEW



RANCHO GRANDE

Red White Farms Subdivision Lot 9 10 4214 Gales Road Southaven, Mississippi

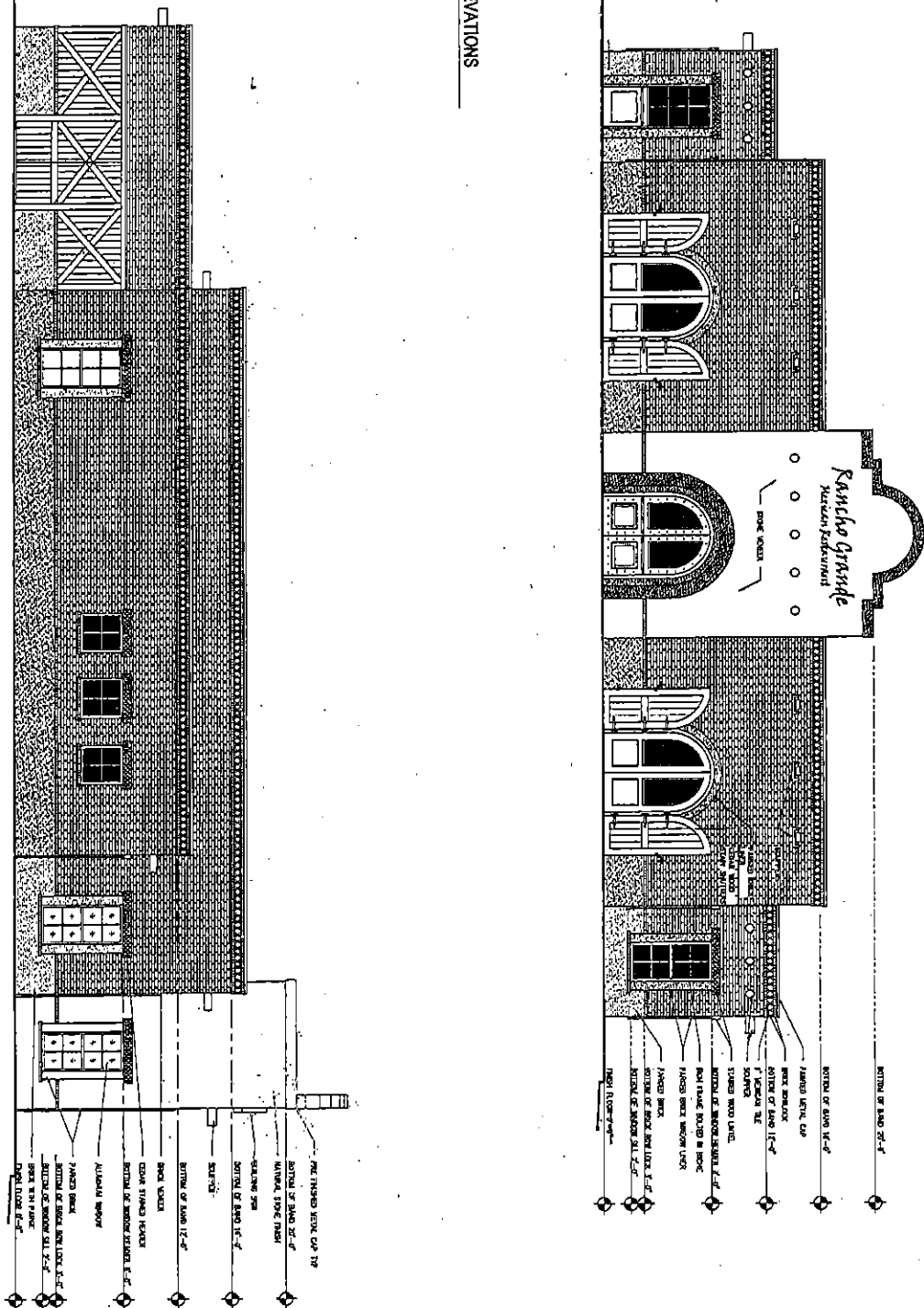
DRAWN BY: JLD
CHECKED BY: JLD
DATE: 06-28-15
REVISION:
PROJECT: V-15-16

KRIS AINSWORTH ARCHITECT
7048 OLD CANNON ROAD STE. 221
RIDGELAND, MS. 39157
901.848.3024 601.813.0154

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Minutes, City of Southaven, Southaven, Mississippi

2 EXTERIOR ELEVATIONS



RANCHO GRANDE

Bob White Farms Subdivision Lot 8 10 8734 Oxford Road Southaven Mississippi

DRAWN BY
CHECKED BY
DATE: 08-28-13
PROJECT: 15-11

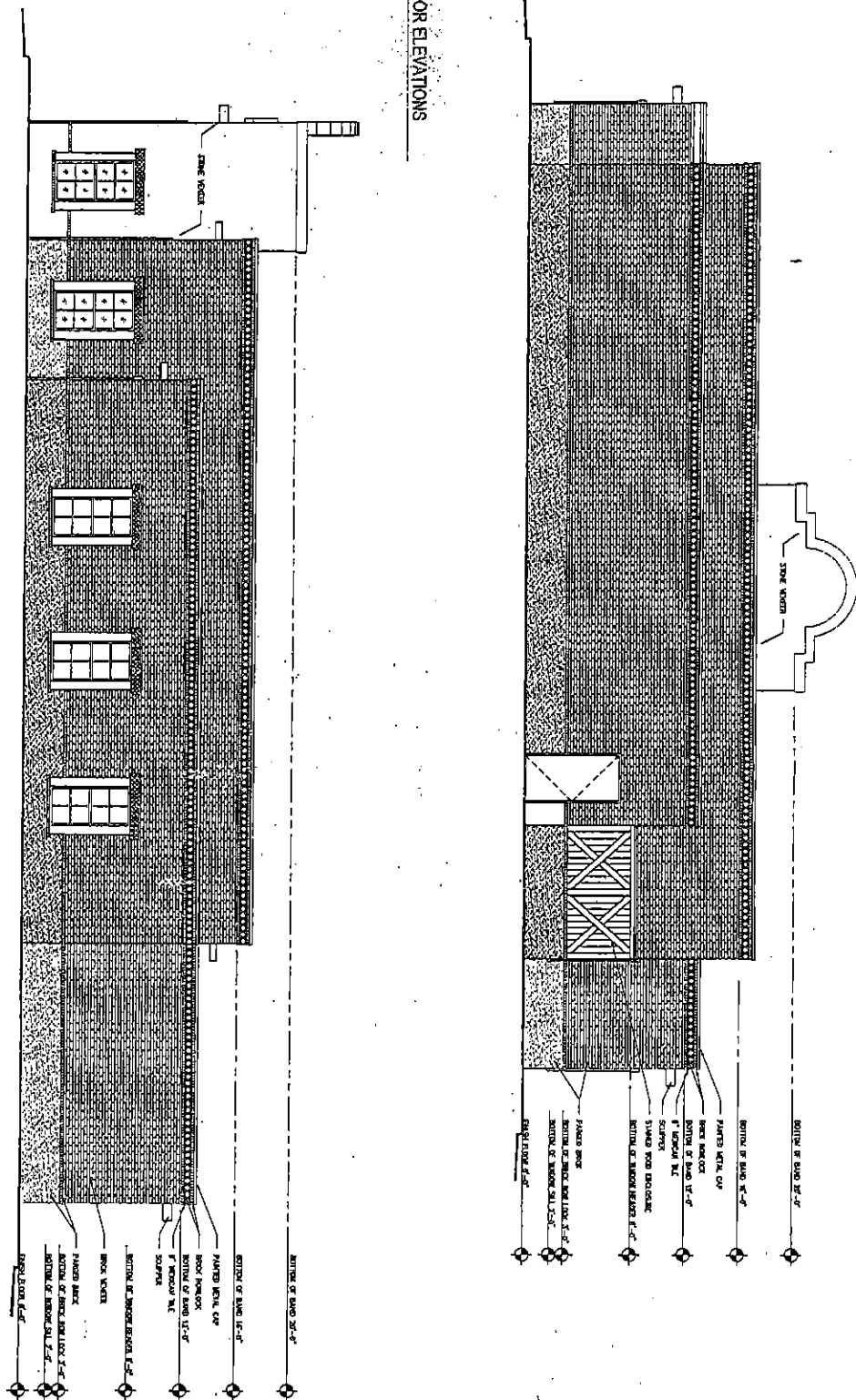
KRIS AINSWORTH ARCHITECT
7048 OLD CANNON ROAD STE. 221
RIDGELAND, MS 39157
901.644.2624 901.613.9104

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Minutes, City of Southaven, Southaven, Mississippi

2 EXTERIOR ELEVATIONS

4 EXTERIOR ELEVATIONS



RANCHO GRANDE

10000 Park Forest Subdivision Lot 9 10 5714 Oxford Road Southaven Mississippi

KRIS AINSWORTH ARCHITECT
7045 OLD CANNON ROAD STE. 221
RIDGELAND, MS. 39157
901.848.3824 601.813.0164

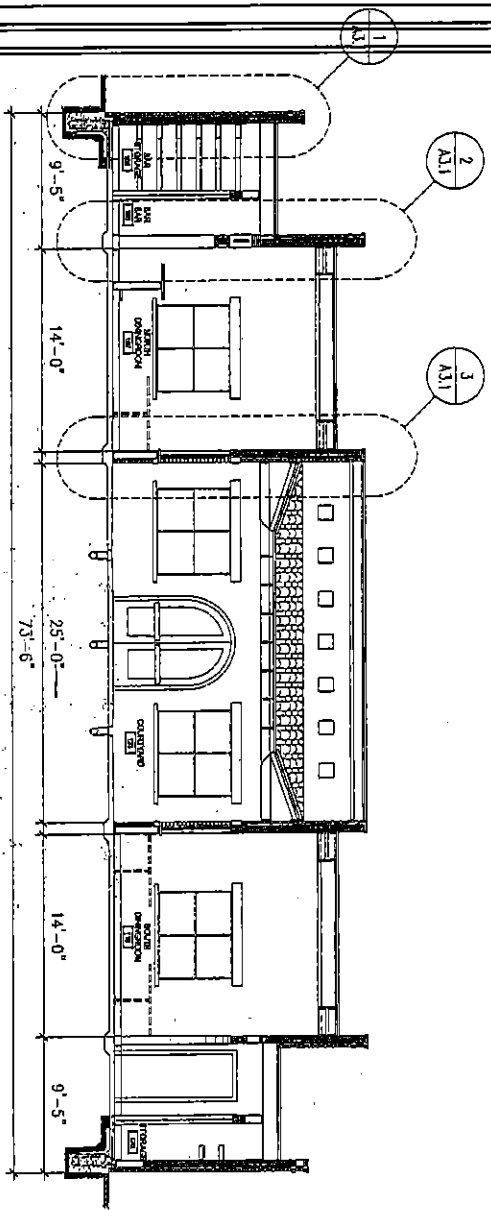
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DESIGN: 10
CHECKED: PJA
DATE: 08-28-15
REVISION:
PROJECT: A-15-15

A2.1

Minutes, City of Southaven, Southaven, Mississippi

2 BUILDING SECTION



RANCHO GRANDE

Bob White Farms Subdivision Lot 8 TO 874 Calwell Road Southaven Mississippi

DRAWN BY
CHECKED BY
DATE: 08-29-18
PROJECT: 18-15-18

KRIS AINSWORTH ARCHITECT
7045 OLD CANNON ROAD STE. 221
RIDGELAND, MS. 39157
601.843.3924 601.613.8154

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Minutes, City of Southaven, Southaven, Mississippi

City of Southaven Office of Planning and Development Design Review Staff Report



Date of Hearing:	October 26, 2015
Public Hearing Body:	Planning Commission
Applicant:	Vince Vagehela 280 Power Drive Batesville, MS 38606 c/o Neeraj Kumar (901-603-8765)
Total Acreage:	0.33 acres
Existing Zone:	Planned Commercial (C-4)
Location of Design Review Application	Lot 4 Goodman Place Subdivision
Comprehensive Plan Designation:	Commercial District

Staff Comments:

The applicant is requesting design review approval for a 3,842 sq. ft. office building on lot 4 of the Goodman Place Subdivision on the north side of Goodman Road, east of Airways Blvd.. The submitted documents propose the following:

Building Elevations:

The applicant is proposing a mixture of brick, stacked stone and EIFS for the building. Per the submitted documents, the raised parapet around the storefront shows "Dry Creek" as the stacked neutral colored stone with aluminum storefront. The remainder of the front façade for the building is shown as brick which also wraps the corner of the store front and is shown up to the roof line on the east side wall. Behind the eastern wall and along the back and west side the applicant is showing EIFS for the entire façade. A stainless steel cladding canopy is shown above the office entrance door and is further accented via a roof cap band above the entire entry area. Additionally, metal coping has been placed along the entire roofline.

Landscaping:

The applicant placed minimal landscaping on the site plan and requested to work with staff's landscape reviewer to determine the appropriate planting schedule. Staff has attached a copy of the markup landscape plan.

There has been no photometric design submitted with the documents.

Staff Recommendations:

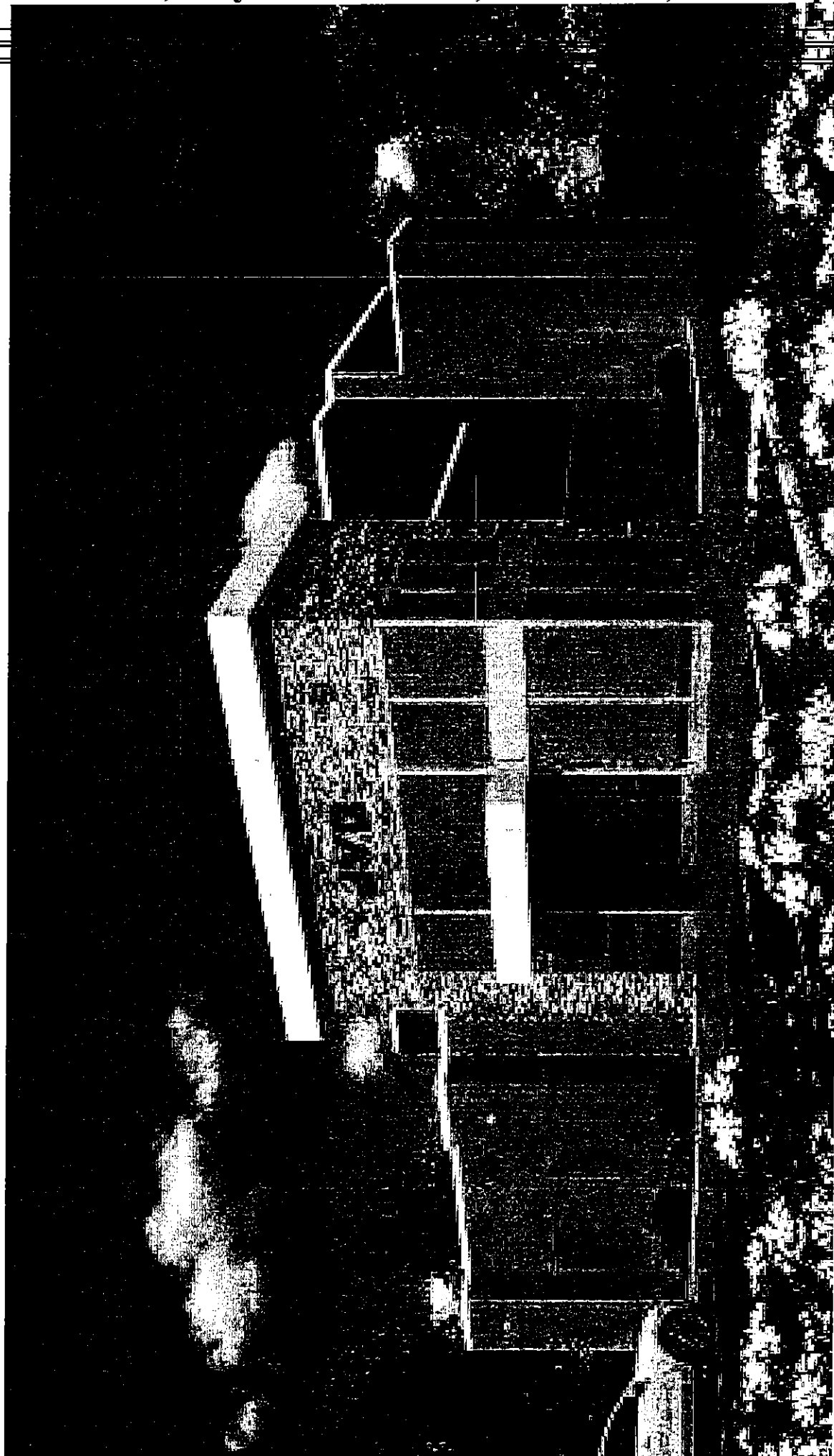
1. There is some discrepancy with the design between the architectural drawings and the color elevation submitted. Staff would ask that the applicant clarify which design is

Minutes, City of Southaven, Southaven, Mississippi

accurate. The elevations show a tilted entry way roofline on the architectural drawings with signage directly above the canopy. Per the color elevation, the roof line is symmetrical and the sign is located on the stacked stone area of the storefront. Staff would recommend approving the design criteria shown on the color rendering as opposed to the architectural drawings.

2. Since staff's landscape reviewer aided in the design of the area, staff would request approval as submitted in the markup.
3. As with all new developments, decorative lighting is required for the site. This site has a modern look so staff is not mandating the acorn lighting; however, the applicant needs to submit some options to staff for administrative approval. As for the location, staff would suggest two in front of the actual building in the landscape areas.

Minutes, City of Southaven, Southaven, Mississippi



Minutes, City of Southaven, Southaven, Mississippi

City of Southaven Office of Planning and Development Subdivision Staff Report



Date of Hearing:	October 26, 2015
Public Hearing Body:	Planning Commission
Applicant:	Reeves Investment Properties, LLC 5627 Getwell Road Bldg G, Suite 4 662-393-4250
Total Acreage:	5.28 acres
Existing Zone:	Planned Unit Development (Central Park)
Location of Subdivision Application	On the west side of Tchulahoma Road, south of Stateline Road
Comprehensive Plan Designation:	Residential

Staff Comments:

The applicant is requesting subdivision approval for Central Park Section "M1" on the west side of Tchulahoma Road, south of Stateline Road. The property was originally rezoned in 1998, which identified this area as a part of Parcel 6. Per the approved text this area had a minimum lot size of 7,200 sq. ft. and a minimum heated square footage of 1,300 sq. ft. with double carports or garages. This section is north of the existing subdivision and north of the existing Crescent Lane, which is the main access into the subdivision. It consists of 5.28 acres of land with 22 lots and no open space. The applicant is providing a new road shown as Central Ridge Drive, which will stub out to the west for future development. The applicant has provided fifty three feet (53') of right of way dedication for Tchulahoma Road which is required by the City. The applicant has also provided a landscape and sign easement on both sides of the entrance which would be incorporated into lots 827 and 828.

Staff Recommendations:

The applicant has met the minimum requirements set forth in the 1998 PUD text. Staff is concerned with the landscape and sign easement areas shown on the plat. The City has identified many subdivisions which have subdivision signage and landscaping that are in serious disrepair. Most of these subdivisions have no HOA to collect dues to maintain these areas nor do they have a property management company to maintain them. Central Park is one of these identified subdivisions with no HOA and in need of signage and landscape maintenance at the entrances and the City is leery to approve an easement if there is no responsible party. Staff would suggest that the applicant either form an HOA for this purpose to aid in maintenance of not only this entrance but the others as well or provide the City documentation as to a permanent maintenance plan. Staff recommends approval of the subdivision application but contingent on this issue.

Minutes, City of Southaven, Southaven, Mississippi

IPD

IPD

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SOUTHAVEN MAYOR AND BOARD OF ALDERMEN

APPROVED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, DESOTO COUNTY, MISSISSIPPI, ON THIS THE _____ DAY OF _____ 20____ MINUTE BOOK _____ PAGE _____

MAYOR'S SIGNATURE

ALDERMAN

ATTORNEY CITY CLERK FOR THE MAYOR/BOARD OF ALDERMEN

CERTIFICATE OF SURVEYOR

THIS IS TO CERTIFY THAT SOMEONE UNDER MY SUPERVISION HAS DRAWN THE SURVEY SHOWN HEREON AND THE PLAT OF SAME IS ACCURATELY DRAWN FROM A GROUND SURVEY BY ME OR SOMEONE UNDER MY DIRECT SUPERVISION.

MARK FORESYTH MS 40, 3548

DATE

COUNTY OF DESOTO, STATE OF MISSISSIPPI
CHANCERY COURT

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THIS THE _____ DAY OF _____ 20____

SIGNATURE

PRINTED NAME

TITLE

REEVES INVESTMENT PROPERTIES, LLC
NAME OF CORPORATE ENTITY

MORTGAGEE'S CERTIFICATE

I, _____ MORTGAGEE OF THE PROPERTY HEREON, HEREBY ADOPT THIS AS MY PLAN OF SUBDIVISION AND DEDICATE THE RIGHT OF WAY FOR THE ROADS AS SHOWN ON THE PLAT OF THE SUBDIVISION TO THE CITY OF SOUTHAVEN, MISSISSIPPI FOREVER AND RESERVE FOR THE PUBLIC UTILITIES THE UTILITY EASEMENTS AS SHOWN ON THE PLAT. I CERTIFY THAT I AM THE MORTGAGEE IN FEE SIMPLE OF THE PROPERTY AND THAT NO TAXES HAVE BECOME DUE AND PAYABLE.

THIS THE _____ DAY OF _____ 20____

SIGNATURE OF MORTGAGEE

TITLE

BANK NAME

SOUTHAVEN PLANNING COMMISSION

APPROVED BY THE SOUTHAVEN, DESOTO COUNTY, MISSISSIPPI, PLANNING COMMISSION ON THIS THE _____ DAY OF _____ 20____

SIGNATURE - CHAIRPERSON OF PLANNING COMMISSION

PRINTED NAME

SIGNATURE - SECRETARY

PRINTED NAME

NOTARY CERTIFICATE

REEVES INVESTMENT PROPERTIES, LLC
INCORPORATED IN THE STATE OF _____ COUNTY OF _____
PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR SAID COUNTY AND STATE ON THIS THE _____ DAY OF _____ 20____, _____ WHO
ACKNOWLEDGED THAT HE IS _____ OF REEVES INVESTMENT PROPERTIES, LLC
AND THAT FOR AND ON BEHALF OF SAID LIMITED LIABILITY COMPANY, AND AS ITS ACT AND DEED, HE EXECUTED THE ABOVE AND FOREGOING INSTRUMENT, AFTER FIRST HAVING BEEN DULY AUTHORIZED BY SAID LIMITED LIABILITY COMPANY TO DO SO, GIVEN MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____ 20____

SIGNATURE OF NOTARY PUBLIC

MY COMMISSION EXPIRES

SEAL

NOTARY CERTIFICATE

STATE OF _____ COUNTY OF _____
PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE SAID COUNTY AND STATE, ON THE _____ DAY OF _____ 20____, _____ WHO
ACKNOWLEDGED THAT HE IS _____ OF _____ AND THAT FOR AND ON BEHALF OF SAID BANK AND AS ITS ACT AND DEED HE EXECUTED THE ABOVE AND FOREGOING INSTRUMENT, AFTER FIRST HAVING BEEN DULY AUTHORIZED BY SAID BANK TO DO SO.

SIGNATURE OF NOTARY PUBLIC

MY COMMISSION EXPIRES

SEAL

FINAL PLAT
OF
SECTION M1
CENTRAL PARK NEIGHBORHOOD
SECTION 20, T-1-S, R-7-W
CITY OF SOUTHAVEN, DESOTO COUNTY, MISSISSIPPI

SEPTEMBER, 2015

ZONING: P.U.D.
TOTAL AREA: 5.20 ACRES
TOTAL LOTS: 22
OWNER/DEVELOPER: REEVES INVESTMENT PROPERTIES, LLC
5827 GETWELL ROAD
SUITE 4
SOUTHAVEN, MS 38672

IPD IPD, LLC
CIVIL ENGINEERING
1075 Highway 90, Suite 101
Southaven, MS 38672
Tel: 662-344-1234

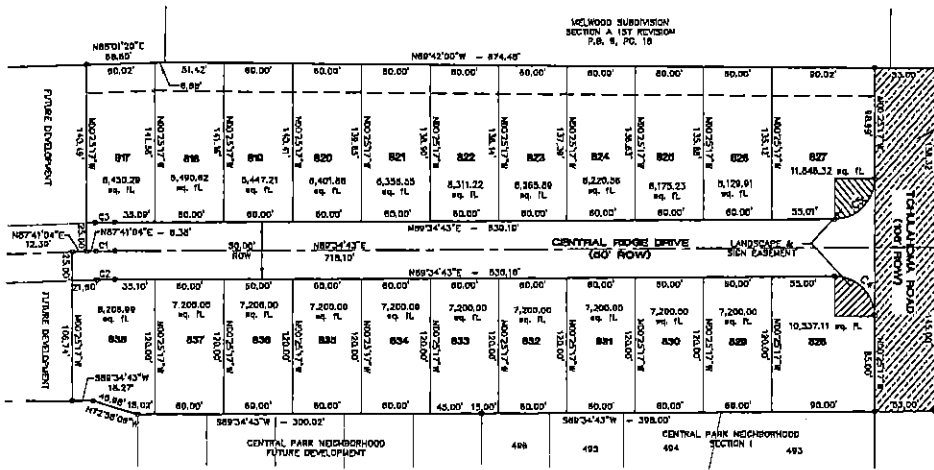
1 OF 2

IPD

IPD

IPD

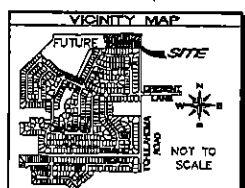
IPD



CURVE TABLE

CURVE	CH. STA.	RADIUS	LENGTH	TANGENT	CH. L.	CH. B.P.
C1	12+35.00	500.00'	18.53'	5.77'	18.53'	56837.50' W
C2	12+35.00	475.00'	18.15'	5.60'	18.15'	56837.50' W
C3	12+35.00	525.00'	17.39'	5.88'	17.39'	56837.50' W
C4	100+00.00	33.00'	31.89'	33.00'	49.50'	N44°24'43"E
C5	100+00.00	33.00'	31.89'	33.00'	49.50'	N44°24'43"E

- NOTES:
1. MINIMUM SETBACKS ARE AS FOLLOWS:
A. 25' FRONT YARD
B. 6' SIDE YARD (EACHSIDE)
C. 20' REAR YARD
 2. A 10' FOOT WIDE UTILITY EASEMENT IS REQUIRED ON ALL STREET FRONTAGES. A 6' WIDE UTILITY EASEMENT IS REQUIRED ALONG EACH SIDE OF EACH LOT LINE. A 6' WIDE UTILITY EASEMENT IS REQUIRED ALONG ALL REAR LOT LINES UNLESS OTHERWISE NOTED.
 3. WATER AND SEWER SERVICE WILL BE PROVIDED BY THE CITY OF SOUTHAVEN.
 4. THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA ACCORDING TO FIRM MAP NUMBER 200303077 D, DATED JUNE 4, 2007.
 5. IF STEEL PIPE IS SET ON ALL REAR PROPERTY CORNERS AND WHERE NOTED (IP), CIVIL ENGINEERS ARE MADE ON THE CURB AT THE EXTENDED PROPERTY LINE AND ARE FOR REFERENCE ONLY.



FINAL PLAT
OF
SECTION M1
CENTRAL PARK NEIGHBORHOOD
SECTION 20, T-1-S, R-7-W
CITY OF SOUTHAVEN, DESOTO COUNTY, MISSISSIPPI

SEPTEMBER, 2015

ZONING: P.U.D.
TOTAL AREA: 5.20 ACRES
TOTAL LOTS: 22
OWNER/DEVELOPER: REEVES INVESTMENT PROPERTIES, LLC
5827 GETWELL ROAD
SUITE 4
SOUTHAVEN, MS 38672

IPD IPD, LLC
CIVIL ENGINEERING
1075 Highway 90, Suite 101
Southaven, MS 38672
Tel: 662-344-1234

1 OF 2

IPD

IPD

Minutes, City of Southaven, Southaven, Mississippi

City of Southaven Office of Planning and Development Subdivision Staff Report



Date of Hearing:	October 26, 2015
Public Hearing Body:	Planning Commission
Applicant:	Reeves Investment Properties, LLC 5627 Getwell Road Bldg G, Suite 4 662-393-4250
Total Acreage:	6.42 acres
Existing Zone:	Planned Unit Development (Rasco Hills)
Location of Subdivision Application	On the south side of Stateline Road, east of Horn Lake Road
Comprehensive Plan Designation:	Residential

Staff Comments:

The applicant is requesting subdivision approval for Rasco Hills Section "F" on the south side of Stateline Road, east of Horn Lake Road. It consists of 6.42 acres with 24 lots and no common open space. This section of the subdivision will be accessed via a new road that will be constructed directly off of Stateline Road. Per the PUD approved in 2005, the minimum lot sizes were 6,000 sq. ft. with a minimum heated square footage of 1,250 sq. ft. This particular section of the subdivision shows lot sizes between 7,200 sq. ft. and 18,592 sq. ft., which exceeds the requirements. On the east side of this section there is a large TVA easement that has been incorporated into the overall open space of this plan. The applicant has proposed that Smith Ranch Drive, which is the access road for this section, will stub out at the south end to allow for future development needs.

Staff Recommendations:

This section is directly adjacent to an existing property owner on Stateline Road. The sides and rear of this property will connect with six (6) of these proposed lots. The applicant should provide a perimeter fence to match the approved fencing for the overall site prior to the first home being built to protect the adjacent property owner. The size of the lots and access proposals are consistent with the approved 2005 PUD text; therefore, staff recommends approval.

Minutes, City of Southaven, Southaven, Mississippi

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IPD

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MAYOR'S SIGNATURE _____ ATTEST: CITY CLERK FOR THE MAYOR/BOARD OF ALDERMEN

CERTIFICATE OF SURVEYOR

THIS IS TO CERTIFY THAT SOMEONE UNDER MY SUPERVISION HAS DRAWN THE SUBDIVISION SHOWN HEREON AND THE PLAT OF SAME IS ACCURATELY DRAWN FROM A GROUND SURVEY BY ME OR SOMEONE UNDER MY DIRECT SUPERVISION.

MARK FORDSYTHE A/S NO. 2048

DATE _____

COUNTY OF DESOTO, STATE OF MISSISSIPPI**CHANCERY COURT**

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SIGNATURE CHANCERY COURT

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I, _____ OWNER OR AUTHORIZED REPRESENTATIVE OF THE OWNER OF THE PROPERTY, HEREBY ADOPT THIS AS MY PLAN OF SUBDIVISION AND DEDICATE THE RIGHT OF WAY FOR THE ROADS AND UTILITY EASEMENTS AS SHOWN ON THE PLAT OF THE SUBDIVISION TO THE CITY OF SOUTHAVEN, MISSISSIPPI. I CERTIFY THAT I AM THE OWNER IN FEE SIMPLE OF THE PROPERTY AND THAT NO TAXES HAVE BECOME DUE AND PAYABLE.

THIS THE _____ DAY OF _____ 20____

SIGNATURE _____ PRINTED NAME _____ TITLE _____

REEVES INVESTMENT PROPERTIES, LLC

NAME OF CORPORATE ENTITY

MORTGAGEE'S CERTIFICATE

I, _____ MORTGAGEE OF THE PROPERTY HEREON, HEREBY ADOPT THIS AS MY PLAN OF SUBDIVISION AND DEDICATE THE RIGHT OF WAY FOR THE ROADS AS SHOWN ON THE PLAT OF THE SUBDIVISION TO THE CITY OF SOUTHAVEN, MISSISSIPPI FOREVER AND RESERVE FOR THE PUBLIC UTILITIES THE UTILITY EASEMENTS AS SHOWN ON THE PLAT. I CERTIFY THAT I AM THE MORTGAGEE IN FEE SIMPLE OF THE PROPERTY AND THAT NO TAXES HAVE BECOME DUE AND PAYABLE.

THIS THE _____ DAY OF _____ 20____

SIGNATURE OF MORTGAGEE _____ TITLE _____

BANK NAME _____

SOUTHAVEN PLANNING COMMISSION

APPROVED BY THE SOUTHAVEN, DESOTO COUNTY, MISSISSIPPI, PLANNING COMMISSION ON THIS THE _____ DAY OF _____ 20____

SIGNATURE - CHAIRPERSON OF PLANNING COMMISSION _____ PRINTED NAME _____

SIGNATURE - SECRETARY _____ PRINTED NAME _____

NOTARY'S CERTIFICATE

NOTARY INVESTMENT PROPERTIES, LLC
INCORPORATED IN THE STATE OF _____ COUNTY OF _____
PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR SAID COUNTY AND STATE ON THIS THE _____ DAY OF _____ 20____ WITHIN MY JURISDICTION, THE WITHIN NAMED _____ WHO ACKNOWLEDGED THAT HE IS _____ OF REEVES INVESTMENT PROPERTIES, LLC, AND THAT FOR AND ON BEHALF OF SAID LIMITED LIABILITY COMPANY, AND AS ITS ACT AND DEED, HE EXECUTED THE ABOVE AND FOREGOING INSTRUMENT, AFTER FIRST HAVING BEEN DULY AUTHORIZED BY SAID LIMITED LIABILITY COMPANY TO DO SO, GIVES MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____ 20____

SIGNATURE OF NOTARY PUBLIC _____ MY COMMISSION EXPIRES _____ SEAL _____

NOTARY'S CERTIFICATE

STATE OF _____ COUNTY OF _____
PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE SAID COUNTY AND STATE, ON THE _____ DAY OF _____ 20____ WITHIN MY JURISDICTION, THE WITHIN NAMED _____ WHO ACKNOWLEDGED THAT HE/SHE IS _____ OF SAID BANK AND AS ITS ACT AND DEED HE/SHE EXECUTED THE ABOVE AND FOREGOING INSTRUMENT, AFTER FIRST HAVING BEEN DULY AUTHORIZED BY SAID BANK TO DO SO.

SIGNATURE OF NOTARY PUBLIC _____ MY COMMISSION EXPIRES _____ SEAL _____

FINAL PLAT OF SECTION F

RASCO HILLS SUBDIVISION

SECTION 21, T-1-S, R-8-W
CITY OF SOUTHAVEN, DESOTO COUNTY, MISSISSIPPI
SCALE: 1" = 100'

ZONING: P.U.D.
TOTAL AREA: 8.42 ACRES
TOTAL LOTS: 24
OWNER/DEVELOPER: REEVES INVESTMENT PROPERTIES, LLC
3827 BETHELL ROAD
SUITE C, SUITE 4
SOUTHAVEN, MS 38672

IPD IPD, LLC
CIVIL ENGINEERING
1000 N. GULF BLVD., SUITE 100
TALLAHASSEE, FL 32301
TEL: 904-241-1111
FAX: 904-241-1112

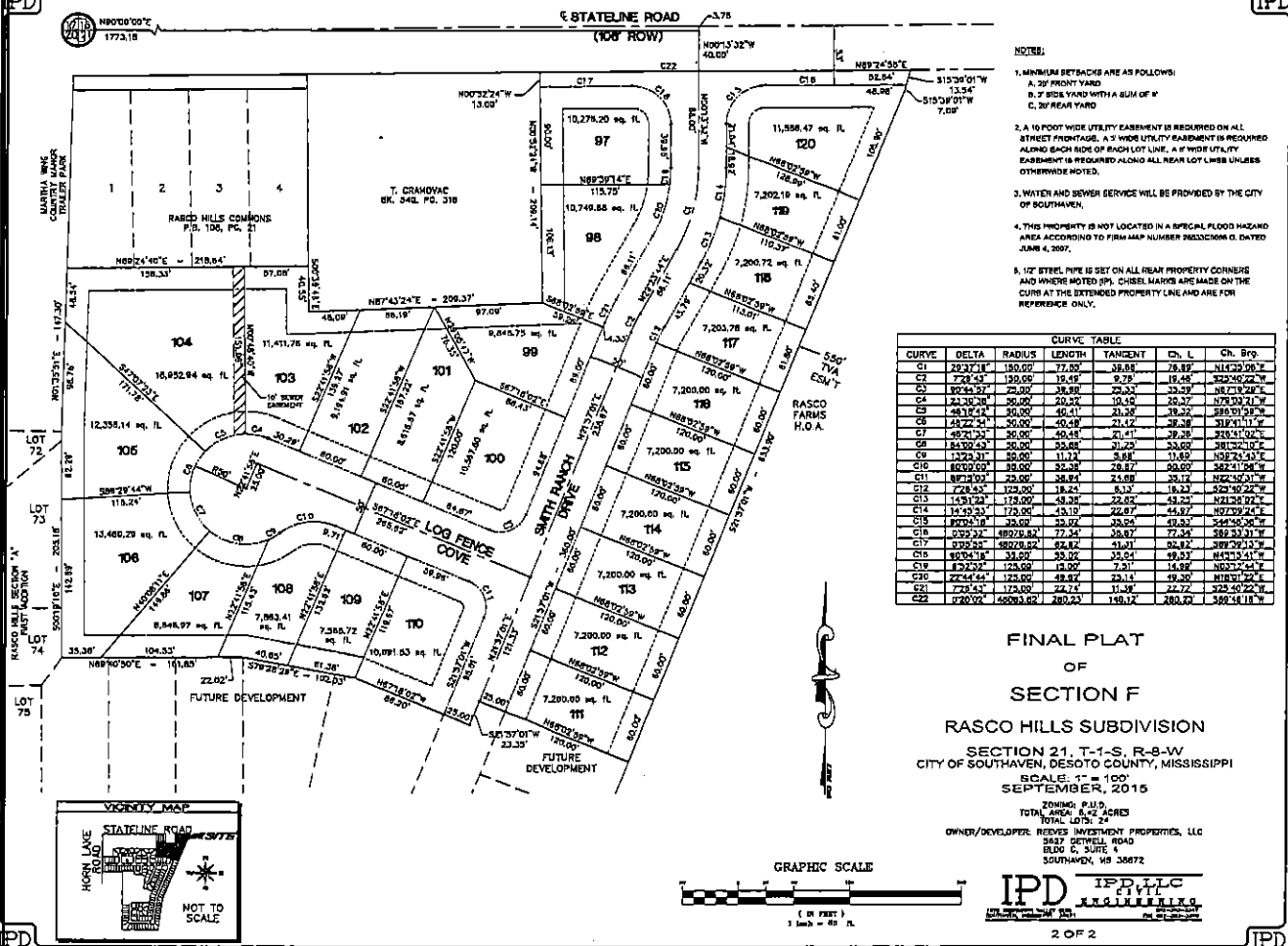
1 OF 2

IPD

IPD

IPD

IPD



12.
Mayor's Report

Minutes, City of Southaven, Southaven, Mississippi



EQUIPMENT SATISFACTION PROGRAM E.S.P.

Exceptional Service Protection

COMPANY NAME:

City of Southaven

EQUIPMENT LOCATION:

City of Southaven Code Enforcement

ADDRESS: 8710 Northwest Drive

ADDRESS: 8710 Northwest Drive

CITY: Southaven ST: MS ZIP: 38671-

CITY: Southaven ST: MS ZIP: 38671-

PHONE: FAX:

PHONE: FAX:

CONTACT: City Clerk

CONTACT: Michael Norris

EQUIPMENT COVERED UNDER THIS AGREEMENT: Charges are Monthly Addendum

MAKE: Canon	MODEL: IRC250	S/N: QNR07022	BASE: \$0	START METER: _____	ID#:
MAKE: _____	MODEL: _____	S/N: _____	BASE: \$	START METER: _____	ID#:
MAKE: _____	MODEL: _____	S/N: _____	BASE: \$	START METER: _____	ID#:
MAKE: _____	MODEL: _____	S/N: _____	BASE: \$	START METER: _____	ID#:
MAKE: _____	MODEL: _____	S/N: _____	BASE: \$	START METER: _____	ID#:

BLACK BASE CHARGE \$NA INCLUDES NA COPIES. OVERAGES @ 0.01010 PER COPY

COLOR BASE CHARGE \$NA INCLUDES NA COPIES. OVERAGES @ 0.08350 PER COPY

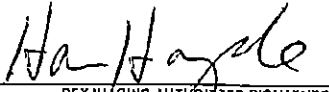
CONTRACT INCLUDES: _____ Parts & Labor Only

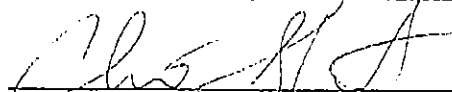
XXX Parts, Labor, and Supplies with the exception of Paper Products, Staples & Freight

_____ Platinum Contract* See Back for special terms and Conditions

SPECIAL INSTRUCTIONS: _____

THIS MAINTENANCE AGREEMENT WILL AUTOMATICALLY RENEW FOR ONE (1) YEAR UNLESS CANCELLATION IS RECEIVED IN WRITING AT LEAST THIRTY (30) DAYS PRIOR TO THE END OF THE CONTRACT. REPAIRS DUE TO ABUSE, NEGLIGENCE OR ACTS OF GOD ARE NOT COVERED.


DEX IMAGING AUTHORIZED SIGNATURE


CUSTOMER'S AUTHORIZED SIGNATURE

DATE:

11-5-15

DATE:

11-5-2015

I HAVE CHOSEN NOT TO TAKE A MAINTENANCE AGREEMENT

CUSTOMER'S AUTHORIZED SIGNATURE

DATE:

TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS FORM ARE AN INTEGRAL PART OF THIS CONTRACT.

REVISION: June 2012

Minutes, City of Southaven, Southaven, Mississippi

SCOPE OF COVERAGE

This agreement covers both labor and material for adjustments, repairs and replacement of parts as necessitated by normal use of the equipment except for normal key operator responsibilities and others as herein provided. Damage to the equipment and/or its parts arising from misuse, abuse, negligence or causes beyond DEX IMAGING's control (including acts of God or natural disasters) is not covered. In addition, DEX IMAGING may terminate this agreement in the event that the equipment is modified, damaged, altered or serviced by personnel other than those employed or authorized by DEX IMAGING, or if parts, accessories or components not authorized by DEX IMAGING are fitted to the equipment.

1. BUSINESS HOURS FOR SERVICE.

Maintenance services shall be provided hereunder only during DEX IMAGING normal business hours, which shall consist of 8:00 to 5:00 PM, Monday through Friday, exclusive of DEX IMAGING holidays and subject to change by DEX IMAGING.

2. EXTENT OF LABOR SERVICES, REPAIR AND REPLACEMENT PARTS

Labor performed during a service call includes lubrication and cleaning of the equipment and the adjustments, repair or replacement of parts. All parts necessary to the normal operation of the equipment will be furnished free of charge. In the event that the equipment is interfaced to a computer or computer network, this agreement covers only the labor, parts, software and updates that are provided by the equipment manufacturer which are necessary to interface the connected product. Service associated with application software, software updates on equipment not sold in conjunction with the connected product, reconfiguring, or modification to files and programs and network expansions to include NIC cards and Jet Direct cards are not covered under the agreement. In some instances, computer support can be offered on a per call basis.

3. TERM

This agreement shall become effective upon receipt and acceptance by DEX IMAGING and shall continue for 03 months. It shall be automatically renewed for successive one year periods.

AUTOMATIC RENEWAL. This agreement is subject to annual increase during the initial term and shall be automatically renewed upon the expiration of the initial term for successive renewal terms. In no case will the renewal or annual increase exceed a 2% price increase over the prior period.

TERMINATION. The initial term of this agreement shall be as set forth above. In the event that DEX terminates this agreement due to uncured Customer breach, or if the Customer elects to terminate Maintenance prior to the expiration of the initial Term, or any subsequent Renewal Term, without cause, Customer will be responsible for the payment of early termination charges which shall be calculated as the average of the three (3) most recent billing periods, total billing multiplied by the number of months remaining in the unexpired initial Term or Renewal Term.

CUSTOMER METER READING AND REPORTING OBLIGATIONS

Customer agrees to provide DEX IMAGING with accurate and timely meter readings at the end of each applicable billing period through the use of Patrol Monitoring Software during the initial Term and all subsequent Renewal Terms. If a DEX IMAGING Blue Box is installed, it must be returned upon termination of this Agreement or the Customer will be billed \$125.00. If Customer does not allow the use of Patrol Monitoring Software, then Customer is responsible for the manual reporting of meters on a timely basis.

* Platinum Contract Only: All equipment delivered by DEX IMAGING remains the property of DEX IMAGING. Upon termination of this agreement, printers owned by DEX IMAGING must be purchased by customer within 30 days at a mutually agreed upon price; or customer must make alternate arrangements and allow DEX IMAGING to take possession of its printers within 60 days. Any printers owned by DEX IMAGING which are not returned will be billed to the customer at replacement value.

4. CHARGES

The charge for maintenance under this agreement shall be the amount set forth on the reverse side hereof. The charge with respect to any 12-month renewal term will be the charge in effect at the time of renewal. Customer agrees to pay the total of all charges for maintenance during the term and any renewal term within 15 days of the date of invoice due for such charges.
A copy/print is 8.5 x 11.

5. CUSTOMER CHANGES.

Any Customer changes, alterations, attachments, or print coverage in excess of 2% may require a change in the charges set forth herein. DEX IMAGING also reserves the right to terminate this agreement in the event that it shall determine

that such changes, alterations, or attachments make it impractical for DEX IMAGING to continue to service the Equipment.

6. RECONDITIONING

When at its sole discretion, DEX IMAGING determines a shop reconditioning is necessary to keep the equipment within manufacturer's written specifications, DEX IMAGING will submit to the customer an estimate of needed repairs and the cost thereof, which will be in addition to the charge payable above for the maintenance agreement. If the customer does not authorize such reconditioning, DEX IMAGING may discontinue service of the equipment under this agreement, or may refuse to renew this agreement at the renewal anniversary date. Thereafter service will be on a "per call" basis at the current published rates. Reconditioning does not apply to Platinum Contracts.

7. Return of Consumables

In a cost per impression contract, all unused consumable items remain the property of DEX Imaging. At contract termination, all unused consumable items, toner cartridges, developer, drums, etc. must be promptly returned to DEX Imaging.

8. AVAILABILITY OF SUPPLIES.

DEX IMAGING Customer Service Engineers do not carry or deliver consumable supplies (toner, developer, etc.). It is Customer's responsibility to have the necessary supplies available for use.

9. Equipment Purchased, must have a DEX IMAGING approved surge protector/power filter. Customer agrees to provide the power recommended by the equipment manufacturer. Customer understands that service or parts required as a result of improper power, telephone lines, or computer cabling not supplied by DEX IMAGING or an authorized agent of DEX IMAGING, may not be covered under this agreement.

10. WAIVER OF JURY TRIAL.

CUSTOMER HEREBY EXPRESSLY WAIVES TRIAL BY JURY AS TO ANY AND ALL ISSUES ARISING OUT OF, OR IN ANY WAY RELATED TO THIS EQUIPMENT ORDER.

11. BREACH OR DEFAULT

If the Customer does not pay all charges for maintenance, parts, or supplies as provided hereunder, promptly when due: (1) DEX IMAGING may (a) refuse to service the equipment, (b) furnish service on a C.O.D. "per call" basis at published rates, or invoice the customer for early termination charges in accordance with the termination paragraph, and (2) the customer agrees to pay DEX IMAGING cost and expense of collecting including the maximum attorney's fees permitted by law.

If the equipment is moved to a new service zone, DEX IMAGING shall have the option to charge, and the customer agrees to pay, the difference in published maintenance charges between current zone and new zone, assessed on a pro-rata basis. If equipment is moved beyond DEX IMAGING's service zone, Customer agrees to pay a fair and reasonable up charge for continued service under this agreement, taking into account the distance to Customer's new location and DEX IMAGING published rates for service on a "per call" basis.

If customer uses other than DEX IMAGING's supplies, and such supplies are determined to be defective or not acceptable by DEX IMAGING and/or cause abnormally frequent service calls or service problems, then DEX IMAGING may at its option, terminate this agreement. In that event, customer may be offered service on a "per call" basis at published rates. It is not a condition of this agreement, however, that the customer uses only DEX IMAGING supplied materials.

12. NO WARRANTY

Other than the obligations set forth herein, DEX IMAGING DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. DEX IMAGING SHALL NOT BE RESPONSIBLE FOR DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OF THE EQUIPMENT OR THE LOSS OF THE EQUIPMENT.

MISCELLANEOUS

This agreement shall be governed by and construed according to the laws of the State of Florida and is applicable to agreements wholly negotiated, executed and performed in the State. It constitutes the entire agreement between the parties and may not be modified except in writing, signed by duly authorized officers of DEX IMAGING.