

Minutes, City of Southaven, Southaven, Mississippi

MINUTES OF THE SPECIAL CALLED MEETING OF May 27, 2016 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 a Special Session on the 27th day of May, 2016 at eleven o'clock (11:00) a.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 (By Teleconference)	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 twenty (20) other people were present.

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

Mayor Musselwhite explained that the Board of Alderman recently authorized him to meet with the individual contractors to negotiate the scope of work and price for the landscape maintenance services contracts. Mayor Musselwhite stated that he received updated proposals that were broken down into general right of ways, manicured right of way / grounds maintenance, and chemical spraying. Mayor Musselwhite stated that it is his recommendation to award the general right of ways contract to Reel Neet Erosion Control / Reel Neet Lawn Services, LLC in the amount of \$204,000.00, manicured right of ways / grounds maintenance contract to BLC of Mississippi, LLC in the amount of \$432,000.00 and the chemical spraying contract to Green King Spray Services, LLC in the amount of \$116,000.00.

Alderman Brooks made the motion to open into discussion. Motion was seconded by Alderman Kite.

Next, Alderman Brooks expressed his concerns with the quality of service that the City has experienced with Reel Neet in the past and stated that they should have BLC of Mississippi as a secondary contractor in the event that they are not satisfied with Reel Neet's services. Mayor Musselwhite explained that he will be directly involved with all of the contractors to ensure that quality is met and if there was ever an issue, he would bring a recommendation to the Board to change contractors.

Alderman Brooks made the motion to approve the lawn maintenance contracts and authorized Mayor Musselwhite to sign each contract. Motion was seconded by Alderman Flores.

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Roll call was as follows:

ALDERMAN	VOTED
Alderman Brooks	YES
Alderman Kelly	YES
Alderman Kite	YES
Alderman Payne	YES
Alderman Gallagher (By Teleconference)	YES
Alderman Ferguson	YES
Alderman Flores	YES

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried on the 27th day of May, 2016.

A copy of each contract is attached to these minutes.

EXECUTIVE SESSION

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

There being no further business to come before the Board of Aldermen, a motion was made by Alderman Brooks to adjourn. Motion was seconded by Alderman Kelly. Motion was put to a vote and passed unanimously, May 27, 2016 at 12:06 p.m.

Darren Musselwhite,
Mayor

Andrea Mullen,
City Clerk

(Seal)

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PROFESSIONAL SERVICES CONTRACT BETWEEN SOUTHAVEN AND REEL NEET EROSION CONTROL/REEL NEET LAWN SERVICES, INC.

This AGREEMENT made and entered into on this, the 31 day of May, 2016, by and between the CITY OF SOUTHAVEN, MISSISSIPPI, of 8710 Northwest Drive, Southaven, DeSoto County, Mississippi, hereinafter referred to as "CITY," and REEL NEET EROSION CONTROL/REEL NEET LAWN SERVICES, INC. "CONTRACTOR."

RECITALS

WHEREAS, Section 65-1-75 of the Mississippi Code Annotated (1972) specifically places the responsibility in a municipality to mow the grass of areas beyond the curb lines on highways or streets located within the municipal corporate limits; and

WHEREAS, CITY desires to contract with CONTRACTOR to mow and remove the trash of certain right of ways within the CITY; and

WHEREAS, CONTRACTOR desires to contract with CITY to provide such services for the CITY; and

WHEREAS, the parties hereto desire to set forth the terms and conditions of this Agreement in writing; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, benefits and obligations set forth in this Agreement, the parties agree as follows, to-wit:

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SECTION ONE SCOPE OF WORK

CONTRACTOR shall provide all services in accordance with and as set forth in Exhibit A. CONTRACTOR shall provide its own equipment and materials necessary for such work. The CITY reserves the right to modify areas, quantities, intervals and number of activities of work covered under this contract without penalty at the unit price provided for in this contract. In the event that the CONTRACTOR is unable to provide the services needed by the CITY, the CITY reserves the right to immediately cancel this contract or allow for another contractor to complete the work.

SECTION TWO CONTRACT PRICE

CITY shall pay CONTRACTOR to perform the work in the amount of \$25,500.00 for the completion of the cutting of all right of ways and other duties as set forth in Exhibit A. CONTRACTOR shall not exceed eight (8) cutting rotations on an annual basis, unless authorized by CITY. Upon CONTRACTOR's completion of all services as it relates to all properties and duties listed in Exhibit A, CONTRACTOR shall provide a detailed invoice and description of work and equipment, prior to receiving compensation from the CITY. Payment by owner shall be due within thirty (30) days of invoicing. Should the CITY require additional work to be performed, all such work will become a part of this contract.

SECTION THREE INDEMNITY AND INSURANCE

CONTRACTOR agrees to indemnify and hold harmless CITY, its elected officials, agents, employees, assigns and legal representatives from and against all damages, accidents and injuries to persons or properties caused by CONTRACTOR, its agents, employees or

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temporary employees or resulting from or in conjunction with CONTRACTOR cleaning such properties for CITY. This Section of this Agreement shall be deemed to survive the expiration or earlier termination of this Agreement. CONTRACTOR shall provide liability and automobile insurance in the minimum amount of \$1,000,000 per occurrence with confirmation thereof to be delivered to CITY prior to commencement of services. CONTRACTOR shall provide worker's compensation and employer's liability insurance at a minimum of \$100,000 per accident. The CITY shall be listed as an additional insured on all policies and any change in insurance shall be communicated to the CITY. All equipment shall be provided to the City and be insured and confirmation provided to the CITY.

SECTION FOUR TERM AND TERMINATION

This Agreement shall become effective upon signature by both parties and shall expire on December 31, 2018, with renewal solely at the CITY option. Either party shall have the right to terminate this Agreement for convenience upon said party giving written notice to the other party ten (10) days in advance. However, the CITY shall have the right to immediately terminate the contract upon CONTRACTOR'S failure to submit accurate invoices.

SECTION FIVE ASSIGNMENT

This Agreement shall not be assignable by either party without the prior written consent of the other party.

SECTION SIX ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties hereto with respect to the subject matter of the contract and supersedes and cancels any and all prior oral or written

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contracts or understandings between the parties with respect to the matters set forth above. The Agreement may be changed and modified only in writing signed by all parties hereto. The Exhibit attached hereto is specifically made a part of this Agreement.

SECTION SEVEN EFFECT OF AGREEMENT

This Agreement shall inure to the benefit and be binding on the parties, heirs, legal representatives, assignees and successors of the parties.

SECTION EIGHT GOVERNING LAW

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

SECTION NINE INDEPENDENT CONTRACTOR

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

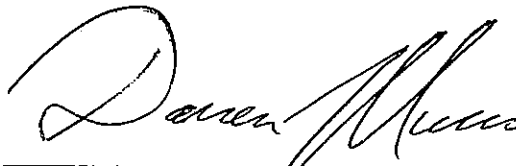
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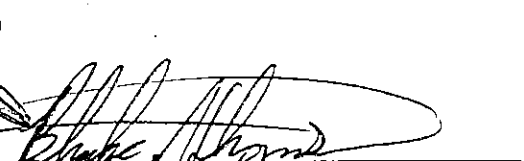
IN WITNESS WHEREOF, after first being duly authorized to do so, the parties have entered into this Agreement the 31 day of May, 2016.

CITY OF SOUTHAVEN, MISSISSIPPI

REEL NEET EROSION CONTROL

REEL NEET LAWN SERVICES, INC.



Darren Musselwhite, Mayor

Blake Thomas

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EXHIBIT A

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SECTION I: GENERAL RIGHT-OF-WAY MAINTENANCE

LEGAL RIGHT-OF-WAYS

Contractor agrees to perform the following listed services on a 4-WEEK rotation (as weather reasonably permits) during the growing season. The following treatments will be completed over 32 weeks on all these areas and properties:

MAIN STREET / STATELINE ROAD	HUDGINS ROAD
HORN LAKE ROAD	DESOTO ROAD (NORTH SIDE ONLY)
TULANE ROAD	STANTON ROAD
ROSTIN ROAD	FIRST INDUSTRIAL DRIVE
DORCHESTER DRIVE	RASCO ROAD
AIRWAYS BOULEVARD	SWINNEA ROAD
GATOR DRIVE	NAIL ROAD (INCLUDING WEST OF GETWELL)
TCHULAHOMA ROAD	PLUM POINT ROAD
SAULSBERRY ROAD	GETWELL
MALONE ROAD (WEST SIDE ONLY)	MARY JANE LANE
SNOWDEN LANE	WINDY LANE
CHURCH ROAD	ELMORE ROAD
KING ROAD	W.E. ROSS PARKWAY
PEPPER CHASE DRIVE	OLD AIRWAYS
HIGHWAY 51 (EAST SIDE CHURCH TO LIMITS)	COLLEGE ROAD
MILLER ROAD	ESREY ROAD
BRACKETT ROAD	WESTMORELAND DRIVE
FRANCES ROAD	NORTH HUNTER ROAD
WILBORNE ROAD	STAR LANDING ROAD
BAILEY ROAD	LESTER ROAD
BAPTIST ROAD	
WOODS LANE	

1. Removal of all trash and debris from targeted grass areas prior to cutting. Mow all such areas at a cutting height 4" to 6" depending on the type and condition of grass, based on 8 cuts. Any additional cuts will be as required and as directed by the City. **ALL TRASH AND DEBRIS COLLECTED MAY BE DUMPED IN THE CITY'S TRUCK PARKED AT THE NORTH END OF THE PARKING LOT AT THE ENVIRONMENTAL SERVICES FACILITY AT 5813 PEPPER CHASE DRIVE.**
2. Curbed streets should be trimmed to eliminate growth over the curb.
3. Trim around all natural and built structures (trees, signs, entry walls, etc.) as may be required if initial cut with tractor/bush hog/mower does not present an even, neat appearance or can't get close enough.
4. Contractor will not leave dense pile of clippings or cuttings in any area. **ALL SUCH MATERIAL IS NOT TO BE BLOWN OFF INTO ANY PAVED AREAS WHERE IT COULD FIND ITS WAY INTO THE STORM SEWER SYSTEM.**
5. Advise City representative of dead trees or other conditions that might affect public health, safety and welfare.

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PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF SOUTHAVEN AND BLC OF MISSISSIPPI, LLC

RECITALS

WHEREAS, Section 21-19-11 of the Mississippi Code Annotated (1972) authorizes the governing authority of any municipality to clean private property if the governing authority shall adjudicate the property to be a menace to the public health and safety of the community.

WHEREAS, Section 21-19-11 of the Mississippi Code Annotated (1972) authorizes the governing authority of any municipality to clean the property by the use of municipal employees or by contract; and

WHEREAS, Section 65-1-75 of the Mississippi Code Annotated (1972) specifically places the responsibility in a municipality to mow the grass of areas beyond the curb lines on highways or streets located within the municipal corporate limits; and

WHEREAS, the CITY OF SOUTHAVEN ("CITY") desires to maintain and cut the grass and weeds at its utility easements, MDOT right of ways, various CITY right of ways, and the training center utilized by the CITY Police and Fire Department.

WHEREAS, the CITY desires to contract with BLC OF MISSISSIPPI, LLC ("CONTRACTOR") to provide such services for the CITY; and

WHEREAS, the parties hereto desire to set forth the terms and conditions of this Agreement in writing; and

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NOW, THEREFORE, in consideration of the mutual promises, covenants, benefits and obligations set forth in this Agreement, the parties agree and ratify the previous Agreement as follows, to-wit:

SECTION ONE SCOPE OF WORK

In accordance with Mississippi Code 21-19-11, CONTRACTOR shall clean such private properties or land by cutting grass, weeds, and plants in an amount consistent with and with the equipment attached hereto as Exhibit A. In addition, CONTRACTOR shall provide all services in accordance with and as set forth in Exhibit B. CONTRACTOR shall provide its own equipment and materials necessary to clean such properties. The CITY reserves the right to modify areas, quantities, intervals and number of activities of work covered without penalty at the unit price provided for in this contract. In the event that the CONTRACTOR is unable to provide the services needed by the CITY, the CITY reserves the right to use a secondary contractor to complete the work required.

SECTION TWO CONTRACT PRICE

For those properties which are cut and/or cleaned by CONTRACTOR pursuant to Mississippi Code 21-19-11, CITY shall pay CONTRACTOR at the agreed upon rates attached hereto and marked as Exhibit A and incorporated herein by reference. For the services performed by CONTRACTOR as set forth in Exhibit B, CITY shall pay CONTRACTOR in the amount of \$36,000.00 per month. CONTRACTOR shall provide separate and detailed invoices for the services set forth in Exhibit A and Exhibit B and description of work, including units of hours and equipment, prior to receiving

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compensation from the CITY. Payment by CITY shall be due within thirty (30) days of invoicing.

SECTION THREE INDEMNITY AND INSURANCE

CONTRACTOR agrees to indemnify and hold harmless CITY, its elected officials, agents, employees, assigns and legal representatives from and against all damages, accidents and injuries to persons or properties caused by CONTRACTOR, its agents, employees or temporary employees or resulting from or in conjunction with CONTRACTOR cleaning such properties for CITY. This Section of this Agreement shall be deemed to survive the expiration or earlier termination of this Agreement. CONTRACTOR shall provide liability and automobile insurance in the minimum amount of \$1,000,000 per occurrence with confirmation thereof to be delivered to CITY prior to commencement of services. CONTRACTOR shall provide worker's compensation and employer's liability insurance at a minimum of \$100,000 per accident. The CITY shall be listed as an additional insured on all policies and any change in insurance shall be communicated to the CITY. All equipment shall be provided to the City and be insured and confirmation provided to the CITY.

SECTION FOUR TERM AND TERMINATION

This Agreement shall become effective upon signature by both parties and shall expire on December 31, 2018, with renewal solely at the CITY option. Either party shall have the right to terminate this Agreement for convenience upon said party giving written notice to the other party ten (10) days in advance. However, the CITY shall have

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the right to immediately terminate the contract upon CONTRACTOR'S failure to submit accurate invoices.

SECTION FIVE ASSIGNMENT

This Agreement shall not be assignable by either party without the prior written consent of the other party.

SECTION SIX ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties hereto with respect to the subject matter of the contract and supersedes and cancels any and all prior oral or written contracts or understandings between the parties with respect to the matters set forth above. This Agreement may be changed and modified only in writing signed by all parties hereto. The Exhibits attached hereto are specifically made a part of this Agreement.

SECTION SEVEN EFFECT OF AGREEMENT

This Agreement shall inure to the benefit and be binding on the parties, heirs, legal representatives, assignees and successors of the parties.

SECTION EIGHT GOVERNING LAW

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

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SECTION NINE INDEPENDENT CONTRACTOR

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

In Witness thereof, the Parties have entered and signed this Agreement after being duly authorized to do so, this the 31 day of May, 2016.

CITY OF SOUTHAVEN, MISSISSIPPI

BLC OF MISSISSIPPI, LLC



Darren Musselwhite, Mayor



Josh Bearden

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EXHIBIT A

Minutes, City of Southaven, Southaven, Mississippi

Hourly pricing rates

\$22.00 per man hour weedeater/blower/hedgetrimmer /push mower

\$24.00 per man-hour chainsaw

\$40.00 per man-hour 40-horse tractor with 6ft. bush hog

\$60.00 per man-hour 100-horse tractor with 12ft. bush hog

\$40.00 per man-hour 48inch-72inch zero turn mower

\$70.00 per man-hour dump truck/trailer

\$55.00 per man-hour skid steer (277 caterpillar track loader)

\$15 per cubic yard removal of site debris (includes removal/disposal and driver)

\$55 per man-hour mini excavator (caterpillar 304)

\$65 per man-hour rubber tire back hoe (caterpillar 416)

\$130 per man-hour track loader (caterpillar 963C)

\$70 per man-hour truck and trailer tandem axel or gooseneck

\$120 per man-hour lowboy traller

\$40 per man hour pressure washer

\$65 per man hour steam cleaner

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EXHIBIT B

Minutes, City of Southaven, Southaven, Mississippi

SECTION II: GROUNDS & MANICURED RIGHT-OF-WAYS MAINTENANCE

GROUNDS (Includes Landscaped ROWs)

- **Mowing**

Contractor agrees to perform the following listed services on a **WEEKLY** rotation (as weather reasonably permits) during the growing season. The following treatments will be completed over **32 weeks** on all these properties:

Grove Meadows Lift Station – 2082 Manning Circle South
Castle Ridge Lift Station – 3770 & 3784 Chancey Cove (Lots 4 & 5)
Getwell tower & water plant – 5850 Getwell
Freeport tower – 8989 Stanton Drive
Greenbrook water plant – 7525 Greenbrook Parkway
Star Landing tower – 2017 Star Landing Road
College Road & Airways tower & water plant – 170 College Road
Rutland Pointe tower – 8507 Inverness Drive
Greenbrook tower – 8440 Greenbrook Parkway
Airways tower – 7696 Airways
Brookhaven tower – 1281 Brookhaven
Whitworth water plant – 8779 Whitworth Street
Main Street / Stateline Road and I-55 Interchange (Landscaped Areas Only)
Main Street / Highway 51 Intersection
Highway 51 / Mississippi Valley Boulevard Intersection
1855 Veterans Drive
Goodman Road / Southcrest Parkway Islands
Venture Boulevard (near Landers Center)
385 Main Street / Stateline Road
Municipal Complex & Park – 8710 Northwest Drive
Police Station Headquarters – 8691 Northwest Drive
Police East Precinct – May Boulevard
Library – 8554 Northwest Drive
Municipal Court – 8889 Northwest Drive
Lots behind Courts – 8889 Northwest Drive
Cell tower near Court – 8791 Northwest Drive
Northwest Drive Islands
Environmental Services / Public Works – 5813 Pepper Chase Drive
May Boulevard Islands

1. Removal of all trash and debris from lawn prior to cutting. Mow all lawn areas at a cutting height of 2.5" to 3" depending on the season and condition, based on **32 cuts**. Any additional cuts will be at the contractors' expense as required to keep the lawn in a

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presentable condition. In no circumstances will contractor be required to cut the lawn more than once per week.

2. Edge around all drives, walks, and curbs weekly so that edges are neat and free of any overgrowth.
3. Trim around all trees, fences, buildings, etc. as may be required if initial cut with mower does not present an even, neat appearance.
4. Removal of all clippings or cuttings from drives, walks, and curbs and will dispose of promptly off site. Contractor will not leave dense pile of clippings or cuttings in any area of the property. **ALL SUCH MATERIAL IS NOT TO BE BLOWN OFF INTO ANY PAVED AREAS WHERE IT COULD FIND ITS WAY INTO THE STORM SEWER SYSTEM. AS NEEDED AND APPROPRIATE, SUCH MATERIAL SHOULD BE BAGGED AND DISPOSED OF OFF SITE.**
5. Remove weeds from common area beds as needed. Hand-pull large weeds and treat small sprouts with chemical as necessary.
6. Manicure all trees (up to 15 feet above ground), shrubs, etc. on: Public Works, City Hall, Police Department, Library, Northwest Drive, Getwell Lift Station to promote a neat and healthy appearance at least 2 times during a calendar year.
7. Advise property representative of dead shrubbery and planting materials and remove as necessary after consultation.
8. Advise property representative of dead trees and present proposal for removal if over 15 feet in height.
9. Manicure of shrubs will be done as needed, approximately every 6 weeks.
10. **At a minimum spray "Round up" or equal product to kill weeds as needed along fence lines or other edges if properties receive no other spraying services and/or between treatments if needed for weed control.**

- **Winter Services**

Contractor agrees to perform the following services on a **weekly** basis (as weather permits) during non-growing season. The following treatments will be completed on all the same properties as listed above:

1. Removal of all trash and debris from property. Mow any lawn areas at a cutting height of 2.5" to 3" depending if unseasonable weather or other condition results in tall grass conditions or other unsatisfactory conditions. **These mowing cuts will be above and beyond the 32 cuts and at the contractors' expense as required to keep the lawn in a presentable condition.** In no circumstances will contractor be required to cut the lawn more than once per week.
2. Edge around all drives, walks, and curbs weekly so that edges are neat and free of any overgrowth.
3. Trim around all trees, fences, buildings, etc. as may be required if initial cut with mower does not present an even, neat appearance.
4. Removal of all clippings or cuttings from drives, walks, and curbs and will dispose of properly off site. Contractor will not leave dense pile of clippings or cuttings in any area of the property. **ALL SUCH MATERIAL IS NOT TO BE BLOWN OFF INTO ANY PAVED**

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AREAS WHERE IT COULD FIND ITS WAY INTO THE STORM SEWER SYSTEM. AS NEEDED AND APPROPRIATE, SUCH MATERIAL SHOULD BE BAGGED AND DISPOSED OF OFF SITE.

- 5. Remove weeds from common area beds as needed. Hand-pull large weeds and treat small sprouts with chemical as necessary.
- 6. Prune all trees (up to 15 feet above ground), shrubs, etc., as needed to promote a neat and healthy appearance at least monthly.

- **Seasonal Flowers**

250 flats plus premium soil

In the Spring and Fall, flowers will be included to add seasonal color to the below listed properties:

Northwest Drive islands
Stateline & I-55 Interchange
Municipal Complex & Park

Library
Environmental Services / Public Works
May Boulevard Islands

Additional flats may be requested in writing by authorized representative of the property and will be installed at cost by the contractor.

- **Mulch**

300 bales of straw/150 yards of mulch

Install of mulch around trees and flower beds throughout the properties mentioned in Seasonal Flowers listing of this contract at least twice a year. Mulch all other properties mentioned in this Section 1. Mulch should be such depth to deter the growth of weeds and present a favorable appearance. Pine straw or mulch will be added as needed.

MANICURED RIGHT-OF-WAYS

Contractor agrees to perform the following listed services on a 2-WEEK rotation (as weather reasonably permits) during the growing season. The following treatments will be completed over 32 weeks on all these areas and properties:

INTERSECTIONS AT - STATELINE & GETWELL; STATELINE & TCHULAHOMA; STATELINE & SWINNEA;
STATELINE & TULANE; STATELINE & HORN LAKE ROAD; GOODMAN & TCHULAHOMA; STATELINE &
301; STATELINE & WHITWORTH; STATELINE & MILLBRANCH; STATELINE & NORTHWEST DRIVE
STATELINE FROM HAILEY ROAD WEST TO AIRWAYS
STATELINE FROM HORN LAKE ROAD WEST TO THE SOCCER FIELDS
GETWELL FROM GOODMAN TO CHURCH
AIRWAYS FROM TENNESSEE STATE LINE TO CHURCH
HORN LAKE CREEK BRIDGE ON AIRWAYS
TOWN & COUNTRY AND SOUTHVIEW
HIGHWAY 51 (EAST SIDE) FROM CUSTER SOUTH TO DORCHESTER
RASCO (SOUTH SIDE) FROM GREENBROOK PARKWAY WEST TO CITY SOCCER PARK

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STATELINE & I-55 INTERCHANGE
GOODMAN & I-55 INTERCHANGE
CHURCH & I-55 INTERCHANGE
CENTRAL PARKWAY (BOULEVARD & NORTH SIDE)
PINEHURST LAGOON – 4533 JESSICA DRIVE
LEGENDS LAGOON – LEGENDS DRIVE & LESTER ROAD
FIRE & POLICE TRAINING CENTER – TULANE ROAD

1. Removal of all trash and debris from lawn prior to cutting. Mow all lawn areas at a cutting height of 2.5" to 3" depending on the season and condition, based on 16 cuts. Any additional cuts will be as required and as directed by the City. In no circumstances will contractor be required to cut the lawn more than once per week. **ALL TRASH AND DEBRIS COLLECTED MAY BE DUMPED IN THE CITY'S TRUCK PARKED AT THE NORTH END OF THE PARKING LOT AT THE ENVIRONMENTAL SERVICES FACILITY AT 5813 PEPPER CHASE DRIVE.**
2. Edge around all streets, walks, and curbs so that edges are neat and free of any overgrowth.
3. Remove all grass and weeds growing through streets, walks, curbs, and intersection islands.
4. Trim around all natural and built structures as may be required if initial cut with mower does not present an even, neat appearance.
5. Removal of all clippings or cuttings from drives, walks, and curbs and will dispose of promptly off site. Contractor will not leave dense pile of clippings or cuttings in any area of the property. **ALL SUCH MATERIAL IS NOT TO BE BLOWN OFF INTO ANY PAVED AREAS WHERE IT COULD FIND ITS WAY INTO THE STORM SEWER SYSTEM. AS NEEDED AND APPROPRIATE, SUCH MATERIAL SHOULD BE BAGGED AND DISPOSED OF OFF SITE.**
6. Advise City representative of dead trees or other conditions that might affect public health, safety and welfare.

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PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF SOUTHAVEN AND GREEN KING SPRAY SERVICES, LLC

RECITALS

WHEREAS, Section 69-19-9 of the Mississippi Code Annotated (1972) requires that any person engaging in professional services, including but not limited to "weed control work" shall obtain a license from the Mississippi Department of Agriculture; and

WHEREAS, the CITY OF SOUTHAVEN ("CITY") desires to maintain the appearance of its property by preventing and eradicating weeds; and

WHEREAS, the CITY desires to contract with Green King Spray Services, LLC ("CONTRACTOR") to provide spraying professional services for the CITY as the CONTRACTOR has the required license and insurance required by the Mississippi Code and as provided the qualifications to the CITY; and

WHEREAS, the parties hereto desire to set forth the terms and conditions of this Agreement in writing; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, benefits and obligations set forth in this Agreement, the parties agree and ratify the previous Agreement as follows, to-wit:

SECTION ONE SCOPE OF WORK

CONTRACTOR shall provide spraying services for the locations by providing the chemicals for the locations as set forth Exhibit A. CONTRACTOR shall provide its

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own equipment and materials necessary to clean such properties. The CITY reserves the right to modify areas, quantities, intervals and number of activities of work covered without penalty at the unit price provided for in this contract. In the event that the CONTRACTOR is unable to provide the services needed by the CITY, the CITY reserves the right to use a secondary contractor to complete the work required.

SECTION TWO CONTRACT PRICE

CITY shall pay CONTRACTOR to perform the aforementioned services with the required chemicals as set forth in Exhibit A in the amount of \$8,343.00 per month. CONTRACTOR shall provide a detailed invoice and description of work, including equipment, prior to receiving compensation from the CITY. Payment by CITY shall be due within thirty (30) days of invoicing. Should the CITY require additional work to be performed, all such work will become a part of this contract.

SECTION THREE INDEMNITY AND INSURANCE

CONTRACTOR agrees to indemnify and hold harmless CITY, its elected officials, agents, employees, assigns and legal representatives from and against all damages, accidents and injuries to persons or properties caused by CONTRACTOR, its agents, employees or temporary employees or resulting from or in conjunction with CONTRACTOR cleaning such properties for CITY. This Section of this Agreement shall be deemed to survive the expiration or earlier termination of this Agreement. CONTRACTOR shall provide liability and automobile insurance in the minimum amount of \$1,000,000 per occurrence with confirmation thereof to be delivered to CITY prior to commencement of services. CONTRACTOR shall provide worker's

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compensation and employer's liability insurance at a minimum of \$100,000 per accident. The CITY shall be listed as an additional insured on all policies and any change in insurance shall be communicated to the CITY. All equipment shall be provided to the City and be insured and confirmation provided to the CITY.

SECTION FOUR TERM AND TERMINATION

This Agreement shall become effective upon signature by both parties and shall expire on December 31, 2018, with renewal solely at the CITY option. Either party shall have the right to terminate this Agreement for convenience upon said party giving written notice to the other party ten (10) days in advance. However, the CITY shall have the right to immediately terminate the contract upon CONTRACTOR'S failure to submit accurate invoices.

SECTION FIVE ASSIGNMENT

This Agreement shall not be assignable by either party without the prior written consent of the other party.

SECTION SIX ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties hereto with respect to the subject matter of the contract and supersedes and cancels any and all prior oral or written contracts or understandings between the parties with respect to the matters set forth above. This Agreement may be changed and modified only in writing signed by all parties hereto. The Exhibit attached hereto is specifically made a part of this Agreement.

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SECTION SEVEN EFFECT OF AGREEMENT

This Agreement shall inure to the benefit and be binding on the parties, heirs, legal representatives, assignees and successors of the parties.

SECTION EIGHT GOVERNING LAW

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

SECTION NINE INDEPENDENT CONTRACTOR

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

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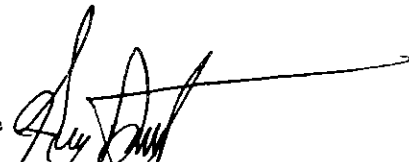
In Witness thereof, the Parties have entered this Agreement after being duly authorized to do so, this the 31 day of May, 2016.

CITY OF SOUTHAVEN, MISSISSIPPI

GREEN KING SPRAY SERVICES, LLC



Darren Musselwhite, Mayor



Greg Drumwright

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EXHIBIT A

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SECTION III: CHEMICAL SPRAYING OF GROUNDS & LANDSCAPED RIGHT-OF-WAYS

The following properties will receive complete lawn chemical applications as noted herein:

Grove Meadows Lift Station – 2082 Manning Circle South
Castle Ridge Lift Station – 3770 & 3784 Chancey Cove (Lots 4 & 5)
Getwell tower & water plant – 5850 Getwell
Freeport tower – 8989 Stanton Drive
Greenbrook water plant – 7525 Greenbrook Parkway
Star Landing tower – 2017 Star Landing Road
College Road & Airways tower & water plant – 170 College Road
Rutland Pointe tower – 8507 Inverness Drive
Greenbrook tower – 8440 Greenbrook Parkway
Airways tower – 7696 Airways
Brookhaven tower – 1281 Brookhaven
Whitworth water plant – 8779 Whitworth Street
Main Street / Stateline and I-55 Interchange (Landscaped Areas Only)
Main Street / Highway 51 Intersection
Highway 51 / Mississippi Valley Boulevard Intersection
1855 Veterans Drive
385 Main Street / Stateline Road
Municipal Complex & Park – 8710 Northwest Drive
Police Station Headquarters – 8691 Northwest Drive
Police East Precinct – May Boulevard
Library – 8554 Northwest Drive
Municipal Court – 8889 Northwest Drive
Lots behind Courts – 8889 Northwest Drive
Cell tower near Court – 8791 Northwest
Northwest Drive Islands
Environmental Services / Public Works – 5813 Pepper Chase Drive
May Boulevard Islands
Fire Station 1 – 1940 Stateline
Common areas on Tchulahoma Rd, north of Goodman (4 Applications Only & No Fertilizer)
Fire Station 2 – 7980 Swinnea
Common areas on Central Parkway, boulevard & north side behind fences (4 Applications Only & No Fertilizer)
Fire Station 3 – 6050 Elmore
Common area on Swinnea Rd, south of Goodman (4 Applications Only & No Fertilizer)
Fire Station 4 – 6450 Getwell
Common area on Swinnea Rd, north of Goodman (4 Applications Only & No Fertilizer)

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Application #1: Apply Prodiamnine & Attrizine Pre-Emerge with a pattern indicator Dye.

Application #2: Apply Prodimane Pre-Emerge weed control mixed with a Phenoxy Herbicide consisting of Active Ingredients:

Dimethylamine salt of 2,4-dichlorophenoxyacetic acid.....	30.56%
Dimethylamine salt of (+)-(R)-2-(2-methyl-4-chlorophenoxy) propionic acid.....	8.17%
Dimethylamine salt of dicamba: 3,6-dichloro-o-anisic acid.....	2.77%

As needed to control broadleaf weeds with a Pattern indicator dyes.

Application #3: A balanced fertilizer to encourage proper plant development and supply necessary nutrients for increased root growth and turf density as well as a Post-Emerge.

Application #4: A balanced fertilizer to encourage proper plant development and supply necessary nutrients for increased root growth and turf density. Apply a sulfenurea herbicide to control edges, as well as apply a post-emerge herbicide to control unwanted grassy weeds.

Application #5: A balanced fertilizer to encourage proper plant development and supply necessary nutrients for increased root growth and turf density. Apply a sulfenurea herbicide to control edges, as well as apply a post-emerge herbicide to control unwanted grassy weeds. .

Application #6: Apply a Prodiamine & Simazine mixture pre-emerge weed control and a Phenoxy herbicide consisting of Active Ingredients:

Dimethylamine salt of 2,4-dichlorophenoxyacetic acid.....	30.56%
Dimethylamine salt of (+)-(R)-2-(2-methyl-4-chlorophenoxy) propionic acid.....	8.17%
Dimethylamine salt of dicamba: 3,6-dichloro-o-anisic acid.....	2.77%

Application #7: Replenishes the soil with much needed LIME to increase the PH robbed throughout the year allowing the fertilizer to be absorbed at an optimal rate. Also apply Image Herbicide to kill Onion bulbs.

3 applications of Pre-Emerge in the beds timed throughout the year to help prevent any weeds from encroaching shrubs and ornamental flowers.

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