# RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI APPOINTING DANNY SCALLIONS AS SOUTHAVEN FIRE CHIEF

WHEREAS, pursuant to Mississippi Code Sections 21-3-5 and 21-25-1, the City of Southaven ("City") hereby desires to appoint a Fire Chief; and

WHEREAS, the City Mayor and Board have considered the matter and desire to appoint Mr. Danny Scallions as the City Fire Chief, which shall be effective on January 19, 2018; and

WHEREAS, Danny Scallions as the City Fire Chief shall be charged with all duties as set forth under Mississippi Code 21-25-1 and all other duties as set forth under Mississippi law.

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

- The City hereby appoints Mr. Danny Scallions as City Fire Chief effective January 19, 2018 and the initial compensation shall be set at the currently budgeted amount.
- 2. Mr. Danny Scallions is charged with all duties and obligations under Mississippi Code 21-25-1 and all other duties as set forth under Mississippi law.

Motion was made by Alderman Brooks and seconded by Alderman Flores, 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 Ronnie Hale voted: ABSENT
Alderman George Payne voted: YES
Alderman Joel Gallagher voted: YES
Alderman John Wheeler voted: YES
Alderman Raymond Flores voted: YES

RESOLVED AND DONE, this 19th day of December, 2017,

MUSSELWHITE, MAYOR

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Andrea Mullen, CITY CLERK

### SECOND AMENDMENT TO GROUND LEASE AGREEMENT

THIS SECOND AMENDMENT TO GROUND LEASE AGREEMENT made and entered into as of December 19, 2017 by and between Regions Bank, an Alabama state banking corporation (hereinafter "LESSOR") and THE CITY OF SOUTHAVEN, MISSISSIPPI (hereinafter "LESSEE").

#### WITNESSETH:

WHEREAS, Lessor and Lessee entered into a Ground Lease Agreement dated the January 13, 2009, as amended by the First Amendment to Ground Lease Agreement dated September 14, 2011 (collectively, the "Lease") for the approximately 28,500 square foot premises located in Southaven, Mississippi adjacent to Lessor's property municipally known as 8819 Northwest Drive, Southaven, Mississippi, and more particularly described in the Lease (the "Leased Premises"); and

WHEREAS, the current term of the Lease will expire December 31, 2017 and Lessee has one (1) remaining option to renew the Lease;

WHEREAS, Lessor and Lessee desire renew and amend the Lease in the manner setforth herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Lease as follows:

- 1. <u>Recitals</u>. The above recitals are incorporated herein and deemed a part of this Second Amendment.
- 2. Extended Term. Lessee's final option to extend the Lease for a period of two (2) year is hereby deleted and is replaced with: one (1) option to extend the term for a period of ten (10) years beginning January 1, 2018 and ending December 31, 2028. Lessee hereby exercises such option to extend the term. Beginning January 1, 2018, Base Rent shall be Four Hundred Forty-Five Dollars and No Cents (\$445.00) per month and shall increase on January 1<sup>st</sup> each year thereafter throughout the extended term by one percent (1%) over that which was payable during the immediately preceding lease year.
- Additional Option to Extend Term. Provided Lessee is not in default beyond any applicable cure period at the time of such renewal, the Lease shall automatically renew for one (1) additional term of ten (10) years beginning January 1, 2029 and ending December 31, 2039 unless Lessee opts out of such renewal by written notice received by Lessor no less than ninety days (90) days prior to December 31, 2028. Base Rent during this additional extended term shall continue to increase each year as was the case during the

Second Amendment to Ground Lease 8710 Northwest Drive Southaven, MS 38671 RFC086097

prior term. More specifically, Base Rent shall increase each year on January 1st by 1% over Base Rent paid during the immediately preceding lease year.

Early Termination Rights. Section 25 of the Lease is hereby deleted in its entirety and replaced with the following:

"Lessor may terminate this Lease for any reason by giving Lessee no less than one hundred eighty (180) days prior written notice of its intent to do so."

Lessee shall have the option to terminate the Lease each year on December 31st provided Lessee gives Lessor no less than (90) days prior written notice of its intent to do so and has paid the required early termination fee per the following schedule:

Termination Date	Termination Fee
Extended Term:	
December 31, 2019 December 31, 2020 December 31, 2021 December 31, 2022 December 31, 2023 December 31, 2024 December 31, 2025 December 31, 2026 December 31, 2027	Monthly Base Rent multiplied by 5 Monthly Base Rent multiplied by 4.5 Monthly Base Rent multiplied by 4 Monthly Base Rent multiplied by 3.5 Monthly Base Rent multiplied by 3 Monthly Base Rent multiplied by 2.5 Monthly Base Rent multiplied by 2 Monthly Base Rent multiplied by 1.5 Monthly Base Rent multiplied by 1
Additional Extended Term:	
December 31, 2029 December 31, 2030 December 31, 2031 December 31, 2032 December 31, 2033 December 31, 2034 December 31, 2035 December 31, 2036 December 31, 2037	Monthly Base Rent multiplied by 5 Monthly Base Rent multiplied by 4.5 Monthly Base Rent multiplied by 4 Monthly Base Rent multiplied by 3.5 Monthly Base Rent multiplied by 3 Monthly Base Rent multiplied by 2.5 Monthly Base Rent multiplied by 2 Monthly Base Rent multiplied by 1.5 Monthly Base Rent multiplied by 1.7

Right of First Refusal. In the event Lessor wishes to sell the Leased Premises and so long as Lessee is not in default at the time Lessee wishes to exercise such right, Lessee shall have the one-time right of first refusal to purchase the Leased Premises: 1) upon the same terms and conditions Lessor is offering the Leased Premises for sale or 2) upon the same terms and conditions offered by a 3rd party and that Lessor wishes to accept. In either

Second Amendment to Ground Lease 8710 Northwest Drive Southaven, MS 38671 RFC086097

case, Lessor shall provide Lessee with the proposed terms of such sale and Lessee shall have fifteen (15) business days from its receipt of such notice to review such offer and determine whether it desires to purchase the Leased Premises upon such terms and conditions. If Lessee does not affirmatively respond within such period, then Lessor shall be free to market the Leased Premises or, in the case of a 3<sup>rd</sup> party offer, accept such offer.

- 6. <u>Full Force and Effect</u>. Except as specifically modified herein, all other terms and conditions of the Lease shall remain in full force and effect and are hereby ratified, and confirmed. If there is a conflict between the terms and conditions of this Second Amendment and the terms and conditions of the Lease, the terms and conditions of this Second Amendment shall control.
- 7. <u>Inconsistencies</u>. In the event of inconsistencies between the Lease and this Second Amendment, this Second Amendment will take precedence.
- 8. <u>Successors and Assigns</u>. This Second Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective representatives, transferees, successors and assigns.
- 9. <u>Authority</u>. The person executing and delivering this Second Amendment on behalf of each party represents and warrants that he has full power, authority and right to do so on behalf of such party.
- 10. <u>Choice of Law</u>. This Second Amendment shall be governed by and construed in accordance with the laws of the State of Mississippi.
- 11. <u>Headings</u>. Section headings contained herein are for convenience or reference only and shall not govern the interpretation of any of the provisions contained herein.
- 12. <u>Counterparts</u>. This Second Amendment may be executed by each of the parties hereto in separate counterparts and have the same force and effect as if all parties had executed it as a single document. Counterparts to this Second Amendment may be executed and delivered by .pdf or facsimile transmission with originals forwarded to each party thereafter.
- 13. Notice. Lessee is a body politic of the State of Mississippi. The Lessee is not able to be bound to any provision of the Lease or Second Amendment, which a Mississippi public entity cannot legally agree to or contract for. In executing this Second Amendment, the Lessee does not waive any rights it may have under Mississippi law.
- 14. <u>Severability</u>. Should any part of the Lease or Second Amendment for any reason be declared invalid or void, such declaration will not affect the remaining parts of the Lease or Second Amendment, which will remain in full force and effect as if the Agreement had been executed with the invalid portion eliminated.

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Second Amendment to Ground Lease 8710 Northwest Drive Southaven, MS 38671 RFC086097

IN WITNESS WHEREOF, Lessor and Lessee have executed this Second Amendment as of the date set forth above.  LESSOR:
Regions Bank, an Alabama state banking corporation
BY:
Maxwell Taylor, vicePresident
Sworn to and subscribed before me this day of, 2017.
NOTARY PUBLIC My commission expires:
LESSEE:
PRINTED NAME: Darren Musselwhrte  TITLE: 490
Sworn to and subscribed before me this a day of Dremoto 2616s  Ontion 12, 2021  NOTARY PUBLIC  My commission expires: 10, 2001  My commission expires: 2001  My c

Second Amendment to Ground Lease 8710 Northwest Drive Southaven, MS 38671 RFC086097

## OFFICIAL SPONSORSHIP AND RE-SALE AGREEMENT BETWEEN CITY OF SOUTHAVEN AND SMITTY'S SLICES LLC

THIS AGREEMENT made and entered into on this, the 19th day of December, 2017, by and between the CITY OF SOUTHAVEN, a municipal corporation, hereinafter referred to as CITY, and SMITTY'S SLICES LLC, D/B/A MARCO'S PIZZA a Mississippi LLC, hereinafter referred to as MARCO'S and in consideration of the premises, the patties do hereby agree as follows, to-wit:

### WITNESSETH

WHEREAS, pursuant to Mississippi Code 31-7-1(e), commodities purchase for resale are not subject to those requirements set forth in Mississippi Code 31-7-13; and

WHEREAS, the CITY pursuant to the Senate Bill 2924, Local and Private Legislation (Regular Session 2013) (collectively "Legislation") is authorized to sell the naming rights to the City's park buildings and structures and to enter into contracts for the use of a commercial, corporate, business or private enterprise name on the building, literature, letterhead or other item, as contracted; and

WHEREAS, CITY agrees to allow MARCO'S to be the pizza provider for concession sales at SNOWDEN GROVE PARK, GREENBROOK softball fields, CHERRY VALLEY football fields and SOUTHAVEN SOCCER COMPLEX, THE ARENA AT SOUTHAVEN, and the SOUTHAVEN PARKS AND RECREATION BUILDING; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the undersigned agree as follows, to-wit:

- 1. The term of this Agreement shall commence on January 1, 2018 and expire on December 31, 2019, at which time, the parties may mutually agree to extend the Agreement as agreed to by the parties.
- 2. MARCO'S shall obtain approvals from the City Park Department for all signs and advertisements used on City property.
- 3. This Agreement constitutes the entire agreement between the parties hereto and incorporates the entire terms and conditions of sponsorship and/or marketing services offered or described above and shall not be amended except in writing executed and signed by both parties.
- 4. MARCO'S will have on site sales exclusivity and all sales rights for its products at CITY events hosted at the aforementioned CITY properties, which will include sales set-ups, deliveries, labor and/or any booths and materials needed for such sales. CITY hereby agrees to pay MARCO'S \$8.00 for each 14 inch, large pizza. This Agreement does not include any beverages. CITY hereby agrees to allow MARCO'S, at MARCO'S sole expense, to advertise on its marquee panel sign located at Snowden Grove on Getwell Road.
- 5. MARCO'S agrees to donate five hundred (500) 14 inch, large pizzas at the grand opening ceremonies of the Dizzy Dean World Series.
- 6. It is mutually understood that no agreement or promise had been made in reference to this Agreement that is not stated herein or attached to and that there is no verbal understanding of any kind that can in any way affect the terms of this Agreement.
- 7. MARCO'S shall not assign, transfer or convey, in whole or in portion, this Agreement without first obtaining the prior written consent of CITY.
- 8. This Agreement shall be subject to cancellation, with or without cause and for convenience, by either party upon receipt of thirty (30) clays written notice. However, in the

event that MARCO'S fails to provide the required 14 inch, large pizzas as required by this Agreement, the City shall have the right to terminate the Agreement immediately.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi. In addition, both parties have been duly authorized to sign this Agreement and be bound by the terms set forth herein. This Agreement may be executed in multiple counter-parts, each of which shall be an original, but all of which taken together shall constitute the same instrument.

WITNESS OUR SIGNATURES, on this, the 19th day of December, 2017.

CITY OF SOUTHAVEN, MISSISSIPPI

DARREN MUSSELWHITE, MAYOR

SMITTY'S PIZZA, LLC DBA MARCO'S

LEE SMITH

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI, GRANTING EXEMPTION FROM AD VALOREM TAXES TO SYNNEX CORPORATION FOR A TEN YEAR PERIOD PURSUANT TO 27-31-101 ET SEQ., OF THE MISSISSIPPI CODE (1972), AS AMENDED

WHEREAS, SYNNEX CORPORATION ("Synnex"), located at 455 Research Drive, filed with the City of Southaven ("City") for exemption from ad valorem taxation; and

WHEREAS, Synnex has produced written verification and documentation to the City as to the authenticity and correctness of its Application in regard to the true value of the prayed for exemption and the completion date of said expanded enterprise; and

WHEREAS, the City Board finds as a fact that the property described in the aforesaid Application constitutes a new enterprise which was completed on the 1<sup>st</sup> day of October, 2017 and that Synnex is entitled to the exemption sought for a period of ten (10) years for real property in the amount of \$7,521,500.00 and for a period of ten (10) years for personal property in the amount of \$8,312,136.00 beginning on the 1<sup>st</sup> day of January, 2018, subject to approval and certification by the Mississippi Department of Revenue.

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

- 1. Based on Synnex providing approximately 320 new jobs with an estimated annual payroll of \$1,206,270.00, the application for ad valorem tax exemption for Synnex for ten (10) years for its new enterprise for real property in the amount of \$7,521,500.00 and for ten (10) years for personal property in the amount of \$8,312,136.00 beginning the 1st day of January, 2018 on the property described in the Application filed by Performance for tax exemption, be and the same is hereby approved.
- 2. That Synnex is hereby granted a tax exemption on ad valorem taxes, except school district, parks and library taxes and the State mandated County levies, for real property

- in the amount of \$7,521,500.00 for ten (10) years and personal property in the amount of \$8,312,136.00 for ten (10) years beginning January 1, 2019.
- 3. That the Clerk of this Board is hereby directed to spread a copy of this Resolution on the minutes of this Board; and that said Clerk shall forward the original Application and a certified copy of the transcript of this Resolution approving said Application to the Mississippi Department of Revenue for its approval and certification; and, that upon approval of this Application by the Mississippi Department of Revenue and the issuance of its certificate of approval, the Board of Alderman shall enter a Final Order on its minutes granting the exemption; and said Clerk shall also forward one (1) certified copy to the Tax Assessor of DeSoto County, Mississippi, and obtain the Certificate of said Tax Assessor stating that the personal property as itemized in the Application has been placed on the appropriate tax roll as "Non-Taxable", except for school district, parks and library taxes and the "mandated levies" for the duration of the exemption period only.

After a full discussion of this matter, Alderman Flores moved that the foregoing Resolution be adopted. The motion was seconded by Alderman Gallagher. Upon the question being put to a vote, Members of the Board of Alderman voted as follows:

Alderman William Brooks	voted:	YES
Alderman Kristian Kelly	voted:	YES
Alderman Ronnie Hale	voted:	ABSENT
Alderman George Payne	voted:	YES
Alderman Joel Gallagher	voted:	YES
Alderman John Wheeler	voted:	YES
Alderman Raymond Flores	voted:	YES

	RESOLVED AND DONE, this 19th day of December, 2017  Baccar  Darren Musselwhite, MAYOR
	ATTEST:  Ondrea Mullen  City Clerk
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RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI, GRANTING FREE PORT WAREHOUSE AD VALOREM TAX EXEMPTION TO SYNNEX CORPORATION AS AUTHORIZED BY SECTION 27-31-51 ET. SEQ., OF THE MISSISSIPPI CODE (1972), AS AMENDED

WHEREAS, Synnex Corporation ("Synnex") seeks an exemption from ad valorem taxes at its warehouse operation located at 455 Research Drive, Southaven, Mississippi to the fullest extent permitted by statute on all personal property held in the applicant's finished good warehouse and in transit through the State of Mississippi and which either is moving in interstate commerce through or over the territory of the State of Mississippi or is consigned or transferred to Synnex's finished goods warehouse for storage in transit to a final destination outside the State of Mississippi; and

WHEREAS, Synnex has filed an Application for exemption from free port tax warehouse ad valorem tax exemption; and

WHEREAS, Synnex has produced written verification and documentation to this Board as to the authenticity and correctness of its Application; and

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

- That Synnex ships personal property to a final destination outside the State of Mississippi during the calendar year.
- That Synnex is qualified to make application for exemption from Freeport Warehouse
   Ad Valorem Tax.
- 3. This Mayor and Board of Alderman of the City of Southaven, Mississippi, acknowledge Remington's contribution to the economic development of Southaven by providing approximately 320 new jobs with an estimated annual payroll of \$1,206,270.00 and believe that it should exercise its discretionary authority to exempt

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from all free port taxes to the full extent permitted by statute all personal property held in Synnex's free port warehouse and in transit through this State and which either is moving in interstate commerce through or over the territory of the State of Mississippi or is consigned or transferred to Synnex's finished goods warehouse for storage in transit to a final destination outside the State of Mississippi as authorized by Section 27-31-51 et seq. of the Mississippi Code (1972) as amended.

4. That the Clerk of this Board is hereby directed to spread a copy of this Resolution on the minutes of this Board; and that said Clerk shall forward the original Application and a certified copy of the transcript of this Resolution approving said Application to the Tax Assessor of DeSoto County, Mississippi.

After a full discussion of this matter, ALDERMAN Gallagher moved that the foregoing Resolution be adopted. The motion was seconded by ALDERMAN Flores. Upon the question being put to a vote, Members of the Board of Aldermen voted as follows:

F	Alderman William Brooks	v	oted:	YES
Æ	Alderman Kristian Kelly	v	oted:	YES
A	Alderman Ronnie Hale	v	oted:	<b>ABSENT</b>
A	Alderman George Payne	v	oted:	YES
A	Alderman Joel Gallagher	v	oted:	YES
F	Alderman John Wheeler	. <b>v</b>	oted:	YES
A	Alderman Raymond Flores	v	oted:	YES

Musselwhite, MAYOR

RESOLVED AND DONE, this 19th day of December, 2017.

ATTEST:

City Clerk

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### **GUIDELINES FOR BUSINESS INVESTMENT INCENTIVE**

### DeSoto County, Mississippi

1.	Real Property X Property Owner DTC-EASTGATE 3 LLC LANDLORD
	Parcel #
2,	Personal Property X Owner/Applicant SYNNEX CORPORATION
	Free Port Warehouse X Owner/Applicant SYNNEX CORPORATION
r	ption of Property:
	The property is Leased 100 % or Owned by the job creator?
•	Company Name SYNNEX CORPORATION
•	dba:
•	Physical Address 455 RESEARCH DRIVE SOUTHAVEN MS 38671
	Local Contact NameJACOB SHURDEN
	Title DIRECTOR OF OPERATIONS
	Telephone Number 662-910-9318
	Email AddressJACOBSH@SYNNEX.COM
	Corporate Headquarters (or division) connected to this DeSoto County company; SYNNEX CORPORATION

¶a	x Incentive Contact at corporateERIC LARK 864-3	49-4512	· <del></del>
9. <b>S</b> iz	ze of Building:		
<b>Q</b> u	rrent square footage of building500K	square feet	÷.
Squ	uare footage of building expansion	square feet	•
l 0. De:	scription of company process/product - Describe who used to determine eligibility according to Mississippi HOLESALE DISTRUBTION/ CONTRACT ASSEMBLY	at your company does (This inform	nation will
	The state of the s		·
			<del></del>
			<del></del>
kforce	•		
A	nber of employees in the DeSoto County office where Total # of Employees (full-time and part-time)	the incentive will apply:  152	
В.	Total number of employees of this DeSoto County company who live in DeSoto County	31	
c.   1	Total # of full-time employees	152	
	l) # of full-time hourly employees	25	
	Average full-time hourly wage excluding benefits	\$15.00	
	Average full-time hourly wage including employer paid benefits	\$17.50	•
2	) # of full-time salaried employees	6	
	Average full-time salaried wage excluding benefits	\$25.00	
3	Average full-time salaried wage including employer paid benefits  Total # of part-time employees		
	Average part-time hourly wage excluding benefits	N/A	
	· · · · · · · · · · · · · · · · · · ·		

including benef	me hourly wage fits		
2. Do you anticipate hirin	ig seasonal or temporary employee	es?	
YES X	NO		
If yes, explain your cor	mpany's need for seasonal or temp	orary help We have consistent he	adcount
totals during Quarter 1 I	to 3. We will hire seasonal workers during	the 4th Quarter of the year due to increase	ed volume
in order counts.			
3. In two years, what does	s your company anticipate the leve	el of employment to be:	
Full-time salaried	Pull-time hourly	175-200 Part-time	
Seasonal 50-100			
4. Do you offer benefits to	o all employees? Full-time	X Part-time	
BENEFIT	FULL-TIME	PART-TIME	
Health Insurance			
*(Provide brief description) Amount Company Pays	\$ 370.70/mo. for PPO plan	\$ 370.70/mo. for PPO plan	
Dental Insurance			
Amount Company Pays	\$ 36.07/mo.	\$ 36.07/mo.	
Vision Insurance			
Amount Company Pays	\$ 2.99/mo.	\$ 2.99/mo.	
Education Reimbursement	see below	see below	
Explain program below)  Amount Company Pays	\$ 2 500/lifetime may	\$ 2 50007-5	
Retirement	\$ 2,500(lifetime max)	\$ 2,500(lifetime max)	
Amount Company Pays	\$ Match amount is 50% up to 4% (or \$1300, whichever is less)	\$ Match amount is 50% up to 4% (or \$1300, whichever is less)	
Prescription Drug		The state of the s	
Amount Company Pays	\$ Included with medical premium	\$ Included with medical premium	
Short Term Disability		2,5	
Amount Company Pays	\$ 0.12 per \$10 of coverage (benefits is 60% of base pay per month)	\$ 0.12 per \$10 of coverage (benefits is 60% of base pay per month)	
Long Term Disability			
Amount Company Pays	\$ 0.11 per \$100 of coverage (benefit is 60% of buse pay per month)	\$ 0.11 per \$100 of coverage (benefit is 60% of base pay per month)	
Brief description of Health Ins	urance Medical coverage, including		
···		· · · · · · · · · · · · · · · · · · ·	
Education Reimbursement Prog	ram: Reimburses cost of employees to ob	tain additional education or training related	to their jo
·	,		
	<del> </del>		
5. Education Reimburseme Technical Licens		University x ical Certification X	
6. Education Program Desc	eription: SYNNEX offers education	reimbursement for Certificates, Associates.	Bachelor

	and Masters and PHD degree programs related to the business or job related. All courses, required and elective, which are
	related to employee's work or which lead to a business-related or job-related degree are eligible for reimbursement. The
	Company will determine, in its sole discretion, whether a degree program or course is business or job related.
7.	What are your plans to recruit employees in DeSoto County? We work with local staffing agencies in Desoto
	County to provide employees for our employment needs on a temp to hire basis. We work with the Mississippl Departmen
	of Employment WIN job Center and the Desoto Economic Council for job fair events for recruiting.
8.	Estimated annual payroll at the DeSoto County facility \$1,206,270
9.	Does your company have union representation in other facilities in the United States?
	YES NOX
	A. If yes, name the union and explain any strike activity during the last five years.
	B. Does your company expect union representation in DeSoto County?
	YESNO X
Capit:	al Investment:
	Amount of capital investment for this project:
	Real Property Value (if applicable, % of building leased \$ 7,521,500
	Personal Property Value \$\frac{\mathbb{R}{3}i}{2} \tau_{11} \tau_{22}
	The minimum personal property capital investment to be met to be considered eligible for incentive:
	5-25 Full-Time Employees and \$300,000 26+ Full-Time Employees and \$500,000
Expan	sions:
1.	Is this an expansion: YES NO _x
2.	If this is an expansion, describe the expansion
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Local	Economy:
I.	What purchases of goods or services are made by your company from local vendors or businesses?
\	Ve will use local contractors & equipment when need at this facility.
Trans	portation:
I.	Modes of shipping and receiving used by this facility Common Carrier
2.	Local, state and federal highways most frequently used by this facility all
Comp	any Operations:
1.	Locally owned YES NO X  A. If no, where is the controlling office of your organization located?  SYNNEX Corporation 44201 Nobel Drive Fremont CA 94538
	Type of industry (SID Code)
4.	Products distributed Computer, Consumer Electronics, Software, etc.
5.	Describe any other process carried out by this business Contract Assembly
6.	Market area Worldwide
7.	Estimated annual sales, manufacture, or distribution \$ CONSOLIDATED \$14 BILLION
8.	Key site criteria driver to locate or expand in DeSoto County Southaven

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I	Conomic Council	
A	re you a member of the DeSoto County Economic Council? YES NOX	
С	b promote future industrial and commercial development that will benefit your company and your new ommunity, we require that your company become a member of the DeSoto Council and remain an active ues paying member for the duration of the business investment incentive.	
Т а У	community Involvement  To encourage community partnerships, we ask that you become involved in county and municipal business and charitable organizations. Are there any DeSoto County charitable organizations or causes that you or bur corporate headquarters participate in and please list. We have included a list of local opportunities to erve and will ask you to check at least one and we will follow up with the contact agency. Note checklist.	
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	The applicant company accepts all responsibility for the preparation and filing of the partial ad valorem business investment incentive and Free Port Warehouse application and respective board presentation and approval process at both the city and county level. The DeSoto Council only serves in an advisory role and thus accepts no responsibility in the tax process.	
	The DeSoto Council strongly recommends that each applicant company consult and utilize its  own legal counsel for the business investment incentive application, presentation and approval process. The DeSoto  Council will provide referrals of recommended attorneys for this purpose to applicant companies upon request.	•
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# RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI ADJUDICATING THE COST OF CLEANING PROPERTY, IMPOSING A PENALTY AND IMPOSING LIEN OF THE SAME AGAINST PROPERTY

WHEREAS, the City of Southaven ("City") has the authority, pursuant to Section 21-19-11 of the Mississippi Code (1972) to clean up property within the City, under circumstances which create a menace to the public health and safety of the community, and

WHEREAS, the Mayor and Board of Aldermen conducted hearings regarding various properties, as set forth in Exhibit A, and determined that the conditions and circumstances of such properties created a menace to the public health and safety of the community, and ordered the clean-up of the properties, and

WHEREAS, pursuant to the authority granted to the City, the Mayor and Board of Aldermen contracted with an outside contractor who has undertaken and completed the clean-up of the properties, and

WHEREAS, the Mayor and Board of Aldermen have heard proof and find as a fact that the actual cost of the clean-up is as attached hereto as Exhibit A, and

WHEREAS, the Mayor and Board of Aldermen are desirous of imposing a penalty of Two Hundred Fifty Dollars and 00/100 (\$250.00) per property per cutting, and

WHEREAS, the Mayor and Board of Aldermen deem and resolve that the clean-up cost and penalty shall be collected as a lien against property and if not paid, the lien shall be converted as an assessment against each property, to be collected by the Tax Collector in the manner employed for the collection of all other taxes and assessments of the municipality, unless sooner collected through other means.

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

- 1. The actual cost of the clean-up of properties listed in Exhibit A be assessed to the property and the same is hereby determined to be as set forth in Exhibit A attached hereto.
- 2. A penalty in the amount of \$250 per lot per cutting as listed above be, and the same is hereby imposed against each parcel in addition to the actual cost of the property clean-up.
- 3. The total amount, as set forth above, be, and the same is hereby assessed against each property, to be filed as a lien and if not collected, to be converted as an assessment to be collected by the Tax Collector in the

manner used for collection of other municipal taxes and assessments, unless sooner collected through other means.

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

Alderman William Brooks	voted:	YES
Alderman Kristian Kelly	voted:	YES
Alderman Ronnie Hale	voted:	ABSENT
Alderman George Payne	voted:	YES
Alderman Joel Gallagher	voted:	YES
Alderman John Wheeler	voted:	YES
Alderman Raymond Flores	voted:	YES

**RESOLVED AND DONE** this 19th day of December, 2017.

ATTEST:

CITY CLERK

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DARREN MUSSELWHITE, MAYOR

\$2,118.00	\$30.00	\$1,500.00	\$588.00	6		42 PEPPERBROOK CV.
\$1,017.00	\$15.00	\$750.00	\$252.00	ω		8095 OAKBROOK DR.
\$423.00	\$5.00	\$250.00	\$168.00	1		1744 NORTHFIELD DR.
\$2,118.00	\$30.00	\$1,500.00	\$588.00	6		4485 NICHOLAS LN.
\$1,779.00	\$25.00	\$1,250.00	\$504.00	5		1354 MAIN ST.
\$1,695.00	\$25.00	\$1,250.00	\$420.00	O.		8878 LITTLE HOUSE CV.
\$1,101.00	\$15.00	\$750.00	\$336.00	3		2503 HUNTERS POINT DR.
\$2,712.00	\$40.00	\$2,000.00	\$672.00	8		352 HILLBROOK DR.
\$1,779.00	\$25.00	\$1,250.00	\$504.00			1625 HICKORY DR.
\$1,779.00	\$25.00	\$1,250.00	\$504.00	ري د		2165 HEATHER RIDGE
\$2,154.00	\$25.00	\$1,250.00	\$879.00	5		2160 HEATHER RIDGE
\$1,356.00	\$20.00	\$1,000.00	\$336.00	4		2507 GREENCLIFF DR.
\$1,899.00	\$25.00	\$1,250.00	\$624.00	Ол		7659 GREENBROOK PKWY.
\$1,356.00	\$20.00	\$1,000.00	\$336.00	4		965 GREAT OAKS DR.
\$1,356.00	\$20.00	\$1,000.00	\$336.00	4		861 GREAT OAKS DR.
\$339.00	\$5.00	\$250.00	\$84.00	1		1741 GEORGE PL.
\$1,017.00	\$15.00	\$750.00	\$252.00	з		1676 CUSTER DR.
\$1,356.00	\$20.00	\$1,000.00	\$336.00	4		526 CHRISTYBROOK CV.
\$1,356.00	\$20.00	\$1,000.00	\$336.00	4		7715 CHARLESTON DR.
\$1,356.00	\$20.00	\$1,000.00	\$336.00	4		2240 CEDARWOOD CV.
\$1,356.00	\$20.00	\$1,000.00	\$336.00	4		2211 CEDARWOOD CV.
\$1,356.00	\$20.00	\$1,000.00	\$336.00	4		8206 CEDARBROOK DR.
\$1,356.00	\$20.00	\$1,000.00	\$336.00	4		983 BOULDER CV.
\$846.00	\$10.00	\$500.00	\$336.00	2		8431 BOONEVILLE DR.
\$1,017.00	\$15.00	\$750.00	\$252.00	3		8161 BOONEVILLE DR.
\$423.00	\$5.00	\$250.00	\$168.00	1		622 AMBER LANE
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ASSESSIVENT	EINKOLLEINI	FINE	INVOICE	# O.X		

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8131 PINEBROOK DR.		4	\$536.00	\$1,000.00	\$20.00	\$1,356.00
55 STATELINE RD.		<u> </u>	\$1,484.00	\$250.00	\$5.00	\$1,739.00
1597 STAUNTON DR.		1	\$84.00	\$250.00	\$5.00	\$339.00
1582 STAUNTON DR.		6	\$588.00	\$1,500.00	\$30.00	\$2,118.00
1597 STAUNTON DR.		2	\$252.00	\$500.00	\$10.00	\$762.00
37 STONEBROOK CV.		4	\$336,00	\$1,000.00	\$20.00	\$1,356.00
680 THORWOOD DR.		4	\$336.00	\$1,000.00	\$20.00	\$1,356.00
5820 WESTMINISTER LN.		<b>∞</b>	\$336.00	\$1,000.00	\$20.00	\$1,356.00
		1				
81/3 WILLEBEAD DR. WEST		2	\$300.00	\$1,/30.00	\$33,00	04,070,00
9146 WHII WOKIH SI.		U	00.757	\$/50.00	915.00	\$1,U1/.UU
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	1074190200005000	1	\$84.00	\$250.00	\$5.00	\$339.00
	1074191400000600	3	\$585.00	\$750.00	\$15.00	\$1,350.00
	1075211000011500	2	\$168.00	\$500.00	\$10.00	\$678.00
	1075211200022900	1	\$2,500.00	\$250.00	\$5.00	\$2,755.00
	1078340000001805	1	\$445.00	\$250.00	\$5.00	\$700.00
	1074190300023400	1	\$84.00	\$250.00	\$5.00	\$339.00
	1074190700111000	1	\$168.00	\$250.00	\$5.00	\$423.00
-	1085221300000300	1	\$168.00	\$250.00	\$5.00	\$423.00
	1085221300000400	<b>,</b>	\$168.00	\$250.00	\$5.00	\$423.00
	1086231800000300	1	\$570.00	\$250.00	\$5.00	\$825.00
	2072042600000200	,_	\$168.00	\$250.00	\$5.00	\$423.00
	2081011100001500	1	\$470.00	\$250.00	\$5.00	\$725.00
	2081011100002700	<u>.</u>	\$306.00	\$250.00	\$5.00	\$561.00

### CITY OF SOUTHAVEN, MISSISSIPPI DECLARING SURPLUS PROPERTY

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

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

WHEREAS, the Mayor and Board of Aldermen are desirous of disposing of such property and amending, its fixed assets inventory pursuant to State guidelines; and

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

- The property listed in Exhibit A be hereby declared as surplus property due to the fact that the property is outdated, not useful or cost effective due to the storage and maintenance costs and has no value to the City.
- 2. The City Clerk, IT Director, or their designee, is hereby authorized and directed to follow Mississippi Code 17-25-25 for the disposition of the property in Exhibit A.

Following the reading of this Resolution, it was introduced by Alderman 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 William Brooks
Alderman Kristian Kelly
Alderman Ronnie Hale
Alderman George Payne
Alderman Joel Gallagher
Alderman John Wheeler
Alderman Raymond Flores

voted: YES
voted: YES
voted: YES
voted: YES

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Having received a majority of affirmative votes, the Mayor declared that the Resolution was carried and adopted as set forth above on this the 19th day of December, 2017.

CITY OF SOUTHAVEN, MISSISSIPPI

BY: Daven Muchal

DARREN MUSSELWHITE, MAYOR

ATTEST:

Ondrea Mullen
CITY CLERK



33189196v1



### Information Technology & Emergency Communications Department City of Southaven, MS

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

To:

Mayor Musselwhite/Board of Aldermen

From:

Chris Shelton

Date:

12/12/17

RE:

**Surplus Property** 

Mayor and Board,

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

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

Respectfully,

Chris Shelton

Director of Information Technology And Emergency Communications

City of Southaven – The Top of Mississippi

ocation of item	description (include model)	serial number	asset #
TEC	Vizio SV422XVT	LPKFJB0800494	
Parks	Dell Optiplex 780	4FN6QN1	
PD	HP PSC 1410 All in One	CN626D21HS	
City Hall	Toshiba DLP TDP-T45 Projector	60118682	
PD	Dell Latitude D620	3WCVZB1	3168
Public Works	Cyber Power 500VA	CQZBY2004815	
PD PD	HP Photo smart C4580	CN936J21GK	
TEC	iPad Air	DMPLWTS4FK15	,,
TEC	Motorola MW810	736SLN0105	4633
Parks	Epson TM-U375P	2VG0040271	
Court	Optiplex 790	FHJPN1	
Planning	Optiplex 790	1FQ3QS1	
FD	Optiplex 780	HBVGQN1	4772
FD	Optiplex 745	5NNL9C1	3251
PD	Optiplex 760	K7JFCK1	4362
Parks	Samsung Receipt Printer	112760008	-
Parks	HP Laserjet	CNBJF03078	
Parks	Canon MF 3010 Printer	JWT13051	
Parks	Optiplex 755	25PMFJ1	
Parks	Optiplex 745	FHNL9C1	3238
Parks	Compag EVO	V225KGLXA791	
ITEC	Adtran Netvanta 3200	LBADTN0518AA415	
ITEC	Adtran Netvanta 3200	LBADTN1006AC551	
ITEC	Adtran Netvanta 3200	LBADTN0528AA548	
ITEC	Adtran Netvanta 3200	LBADTN0518AA395	
ITEC	Adtran Netvanta 3200	LBADTN0528AA546	
ITEC	Adtran Netvanta 3200	LBADTN0621AD285	
ITEC	Adtran Netvanta 3200	LBADTN0528AA366	
ITEC	Adtran Netvanta 3200	LBADTN0518AA255	
ITEC	Adtran Netvanta 3200	LBADTN0518AA251	
TEC	Adtran Netvanta 3200	LBADTN0518AA271	
TEC	Adtran Netvanta 3200	LBADTN0535AC146	
TEC	Adtran Netvanta 3200	LBADTN0740AG513	
ITEC	Adtran Netvanta 4305	LBADTN0532AC926	
ITEC	Adtran Netvanta 4305	LBADTN0542AC191	2914
			•

### RESOLUTION FOR ASSESSING UNPAID SANITATION FEES

WHEREAS, the City of Southaven ("City") operates and maintains a garbage and rubbish collection system; and

WHEREAS, the City previously implemented a \$12.00 per month sanitation fee to defray the cost for the operating and maintaining of the garbage and rubbish collection system; and

WHEREAS, despite correspondence requesting that certain City residents pay the sanitation fee and the opportunity to address the City Board at the October 17, 2017 City meeting and November 7, 2017 City meeting, the residents listed at the properties on Exhibit A have failed to pay the sanitation fee; and

WHEREAS, the individuals were provided an opportunity for a hearing at the City Board Meetings regarding the delinquent assessments and chose not to attend the hearing; and

WHEREAS, the City desires to collect the sanitation fees from the individuals and in the amount as set forth in Exhibit A; and

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

- 1. Pursuant to Mississippi Code Section 21-19-2, the City Public Works Director and his staff are authorized to notify the Desoto County Tax Collector of the unpaid fees for those residents as set forth in Exhibit A. Upon receipt of the residents and addresses as set forth in Exhibit A from the City, the Desoto County Tax Collector shall not issue or renew a motor vehicle road and bridge privilege license for the motor vehicle owned by those individuals, unless such fees or charges, in addition to any other taxes or fees assessed against the motor vehicle, are paid.
- 2. In lieu of filing the assessments with the Desoto County Tax Collector, the City, pursuant to Mississippi Code 21-19-2, may file a lien on the property offered the sanitation service.
- 3. The Mayor, City Public Works Director and any of their designees are authorized to take any and all action to effectuate the intent of this Resolution.

After a full discussion of this matter, ALDERMAN Payne moved that the foregoing Resolution be adopted. The motion was seconded by ALDERMAN Brooks. Upon the question being put to a vote, Members of the Board of Aldermen voted as follows:

Alderman William Brooks

voted: YES

Alderman Kristian Kelly	voted:	YES
Alderman George Payne	voted:	YES
Alderman Joel Gallagher	voted:	YES
Alderman John Wheeler	voted:	YES
Alderman Raymond Flores	voted:	YES
Alderman Ronnie Hale	voted:	ABSENT

RESOLVED AND DONE, this 19th day of December, 2017.

Darren Musselwhite, MAYOR

ATTEST:

Undrea Mullen
City Clerk

9 81			/ 53		6 53	5 11	4 53		<u>þ</u>	1 56				Rec	=
		813 Tuscany Way	5957 Surrey Lane	5314 Russell Drive	5303 Peppermill Drive	1189 McGowan	5362 Kristy Lane	8480 Hwy 301 North		5624 April Drive		Address:		Received letter on 10/2/17, still not paid by 11/22/17, picked up carts 11/27/17	
		Walter Byrd	Angel Durbin	Tonya Chin	Vanessa Washington	Christopher Philana	Ashley Smith	Samantha Ellzey		Stephen Paschall		Resident:		paid by 11/22/17, picked up car	
		\$79.20	\$79.20	\$79.20	\$79.20	\$66.00	\$66.00	\$66.00		\$79.20	picked up carts):	11/27/17 (date we	Initial Amount Due on	ts 11/27/17	
												Additional Notes:			

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF SOUTHAVEN, MISSISSIPPI, URGING THE MISSISSIPPI LEGISLATURE TO ALLOW MUNICIPALITIES TO SUBMIT DEBTS OWED TO MUNICIPALITIES AND TO THE STATE OF MISSISSIPPI AS A RESULT OF DELINQUENT MUNICIPAL COURT FINES AND FEES TO THE MISSISSIPPI DEPARTMENT OF REVENUE FOR COLLECTION THROUGH A SETOFF AGAINST STATE INCOME TAX REFUNDS OWED TO THE DEBTOR

WHEREAS, the City of Southaven, Mississippi ("City") is owed funds for unpaid and outstanding municipal court fines and fees by persons of this State that cannot be written off by the City and if collected could assist to enhance City services for its citizens; and

WHEREAS, if the Mississippi Legislature allows municipalities to submit debts owed to them to the Mississippi Department of Revenue to set off against income tax refunds owed to the debtor, then the State may be entitled to approximately fifty percent (50%) of the total of delinquent court fines, which includes state assessments, that might otherwise go uncollected; and

WHEREAS, by allowing said debt setoff, the State would receive a portion of the funds of the City's unpaid and outstanding municipal court fines and fees; and

WHEREAS, the City, in its discretion, would still have the option to utilize and contract with collection agencies in collecting unpaid debts owed to the City Court; and

NOW, THEREFORE, BE IT RESOLVED by the Governing Authorities of the City that it strongly urges the Mississippi Legislature to support and pass legislation to allow municipalities to submit debts owed to them and the State to the Mississippi Department of Revenue for collection through a setoff against income tax refunds owed to the debtor.

Following the reading of the foregoing resolution, Alderman Brooks made a motion to adopt the resolution and Alderman Wheeler seconded the motion for its adoption. The Mayor put the question to a roll call vote:

Alderman William Brooks	voted:	YES
Alderman Kristian Kelly	voted:	YES
Alderman Ronnie Hale	voted:	<b>ABSENT</b>
Alderman George Payne	voted:	YES
Alderman Joel Gallagher	voted:	YES
Alderman John Wheeler	voted:	YES
Alderman Raymond Flores	voted:	YES

APPROVED:

Мауог

ATTEST:

Ondrea Mullen

City Clerk



# PROFESSIONAL SERVICE AGREEMENT BETWEEN CITY OF SOUTHAVEN AND ROSE KALISAK

This Professional Service Agreement shall be effective as of the 1<sup>st</sup> day of January, 2018 ("Effective Date") by and between the City of Southaven (the City), and Rose Kalisak ("Kalisak").

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

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

WHEREAS, the City and Kalisak desire to continue and expand their relationship for the oversight and management of softball sporting events at City Parks; and

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

- 1. The City hereby contracts with Kalisak to oversee and manage the operation of at least eight (8) softball tournament sporting events at designated City Parks. Kalisak shall not be responsible for concessions, gift shop, maintenance, or sponsorships. The City hereby authorizes Kalisak to enter into agreements for the tournament events for the City, after securing prior approval from the City's Director of the Department of Parks and Recreation. This Agreement shall commence on the effective date set out above and shall expire on December 31, 2020. Either party may terminate this agreement, with or without cause, at any time upon thirty (30) days written notice.
- 2. As compensation for those duties as set forth in Paragraph 1, the City shall pay Kalisak an annual compensation of Forty Five Thousand Dollars and 00/100 (\$45,000.00) annually.
- As additional consideration and in addition to the 8 tournaments as set forth in Paragraph 1, the City will allow Kalisak to provide and manage two (2) separate tournaments at the Greenbrook Softball Complex. The additional 2 tournaments shall be held on dates as approved by the City's Park Director. As consideration for the 2 additional tournaments, Kalisak shall compensate the City in the amount of Two Hundred Dollars and 00/100 (\$200.00) for each team that participates in the 2 additional tournaments. The City shall be responsible for umpires, concessions, gift shop, maintenance or any other sponsorships.
- 4. The City agrees that at all times during the term of this agreement, it shall procure and maintain liability insurance, insuring against injury to persons or damages to property arising out of or related to the operation of events at Snowden Grove Park.
- 5. The City agrees that records, computer programs, computer-stored information, computer disks and other media, files, manuals, letters, notes, reports, customer lists, documents, equipment, websites and the like created during the employment shall remain the property of

Error! Unknown document property name. Error! Unknown document property name.

ach respective party, except information that would be classified as public under Mississippi aw.

- 6. This Agreement shall be governed by and construed in accordance with the aws of the State of Mississippi. The parties shall use good faith efforts to resolve any isputes hereunder. In the event of a dispute hereunder that cannot be resolved by mutual iscussions between the parties, the disputing party shall provide written notice to the other arty outlining in detail the basis for the dispute. Jurisdiction and venue for all disputes ereunder shall be proper in the federal and state courts having competent jurisdiction in Desoto County, Mississippi.
- 7. Kalisak acknowledges that she 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 iduciary, partnership, joint venture or employment or other agency relationship among the arties. 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, Kalisak further acknowledges that she is solely responsible for certain obligations, including but not limited any and all taxes, withholding and workers compensation.
- 8. This Agreement shall not be assignable by either party without the prior written consent of the other party. In addition, this Agreement contains the entire understanding of the arties 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 natters set forth above. This Agreement may be changed and modified only in writing signed by all parties hereto. The Exhibit attached hereto is specifically made a part of this agreement. This Agreement shall inure to the benefit and be binding on the parties, heirs, egal representatives, assignees and successors of the parties. This Agreement may be executed in counterparts, each of which shall be deemed an original.
- 9. Kalisak agrees to indemnify the City for any and all costs, including attorney ees for any expense incurred by the City which is caused by Kalisak's default of any rovision of this Agreement.
- 10. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of Agreement, which shall remain a full force and effect. If any of the covenants or provisions of this Agreement are determined to be unenforceable by reason of its extent, duration, scope, or otherwise, then the parties contemplate that any court making such determination shall reduce such extent, duration, scope or other provision and enforce them in their reduced form for all purposes contemplated by this Agreement.

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IN, WITNESS WHEREOF, the parties hereby, after being authorized and on behalf of

the City and Kalisak have duly executed and delivered this agreement effective as the date written below.

CITY OF SOUTHAVEN, MS

ROSE KALISAK

By: Date: December 15, 2617

### RELEASE OF ALL CLAIMS FOR PROPERTY DAMAGE

Claim Number: SLG18632 CC

Aug/22/2017 9:01:43 AN

In consideration of the payment to me/us of the sum of one thousand five hundred eighty five dollars and thirty six cents (\$1585.36), the receipt and sufficiency of which is hereby acknowledged, I/we, being of lawful age, do hereby release and hereby discharge Michael Thomasson, Vickie Thomasson, Tabitha Thomasson, Metropolitan Property and Casualty Insurance Company and any and all other persons, firms and corporations from any and all liability, actions, causes of action, claims and demands whatsoever for, upon or by reason of any property damage which has been or may be sustained by me/us as a result of an accident or occurrence that happened on or about March 20, 2017 at or near Southaven, MS.

It is understood that this payment is not to be construed as an admission of any liability whatsoever on the part of the persons, firms, and corporations hereby released.

Witness my/our hand and seal this 19th day of Helww , 2017

I/we have carefully read this release and understand its contents.

CAUTION: READ BEFORE SIGNING

Witnesses:

\_\_\_ <u>\_\_</u>

8710 Northwest Dr. Tus

\$710 Northwest Drive Suffragen WS

Address

PROPREL



# Warrant #: C-121917 & W-121917

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3016939368 / 1940 STATELINE 3016983113/ 385 MAIN ST	ATMOS ENERGY ATMOS ENERGY	1145 1145	293273 293023	1 <u>5</u> 2825 152825	169/20517 1169/120517
<u>Invoice Description</u> 3015017945/ 8710 NORTHWEST DR	ATMOS ENERGY	<u>Vendor #</u> 1145	<u>Voucher #</u> 293021	<u>Check#</u> 152825	101501120517

Warrant C-121917 & W-121917

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27601	27642 17086 1056 1056	27635 25130	27639 25693	18896 18896	582 582	582 582	27594 40	17201 17201	17201 17201	<u>Vendor #</u> 268
BYNUM ENTERPRISES	BURNETT REGINA BUTLER SNOW BWI MEMPHIS BWI MEMPHIS	BROOKS CORDELL BULLFROG MART LLC	BRECKENRIDGE TODD BREWER BILL	BRAMBLES RETIREMENT BRAMBLES RETIREMENT	BOUND TREE MEDICAL BOUND TREE MEDICAL	BOUND TREE MEDICAL BOUND TREE MEDICAL	BLAKE RICHARD BLUESTAR ACE MACHINE	BEST-WADE PETROLEUN BEST-WADE PETROLEUN	BEST-WADE PETROLEUN BEST-WADE PETROLEUN	Vendor Name BEST CHANCE JANITOR
ERPRISES DB	iGINA W	RDELL MART LLC	GE TODD	RETIREMENT	MEDICAL MEDICAL	EMEDICAL MEDICAL	ARD CE MACHINE	PETROLEUM PETROLEUM	PETROLEUM PETROLEUM	<u>ne</u> E JANITOR
	SERVICES RENDERED THROUGH NOV.30,2017 FUNICIDE/ GOLF COURSE GREEN STAPLES/ GREENS/GOLF COURSE	MAT. FOR EQUIP	PLANNING COMMISSION (WARD 6)		MEDICAL SUPPLIES	6)CORAPLEX FOLDING SCOOP STRETCHERS CREDIT MEMO- INV: 62305257	MAT. FOR SHOP	CITY FUEL ORDER	CITY FUEL ORDER	Invoice Description JANITORIAL SUPPLIES
	RED THROUGH OURSE GREEN //GOLF COURSE		SSION (WARD 6)		S	) NG SCOOP /: 62305257				JES JES
\$ 105.48	\$ 15.72 \$ 21,500.00 \$ 455.57 \$ 71.41	\$ 50.34 \$ 60.75	\$ 2.66 \$ 100.00	\$ 32.28 \$ 110.36	\$ 159.95 \$ 895.06	\$ 1,352.10 \$-672.00	\$ 125.00 \$ 182.61	\$ 7,251:41 \$ 9,000.72	\$ 3,338,03 \$ 6,903.81	Invoice Amnt \$ 500.68
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15870	19700	27656	18253 5829	27486 27486	27627 27486	27609 1234	14437 739	2574 19562	27623 4392	2083 25694	21019 21019 21019	<u>Vendor #</u> 4288	
CHRISTIAN BROTHERS A	CHOICE TOWING	CHENAULT TYLER DAVID	CHAN DAVID CHANDLER RICHARD	CHAMBLISS BUILDERS CHAMBLISS BUILDERS	CE PROPERTIES CHAMBLISS BUILDERS	CENTURY SOUTH INV.	CB RICHARD ELLIS COR CDW GOVERNMENT INC	CARSON MICHAELA CASTELLANO CARLOS	CARRON SOUTHAVEN CARSON DANIEL	CALARGO CARL CAMP JOHN	CAIN LINDAA	Vendor Name C SPIRE	
WARD'S VEHICLE/MASTER CYLINDER	3113- TOW	D REFUND	INDOOR SOCCER '18 ALLOT REIMB. FOR CLOTHING			300095240/ SHOP PHONE	PD	INDOOR SOCCER INDOOR SOCCER	INDOOR SOCCER	(MAYOR)	LINE DANCE CLASS LINE DANCE CLASS	Invoice Description 0030466417/ PARKS CELL PHONE	
\$ 844.77	\$ 50.00	\$ 79.00	\$ 180.00 \$ 424.96	\$ 71.32 \$ 110.36	\$ 98.36 \$ 32.28	\$ 98.36 \$ 59.08	\$.441.87 \$ 68.21	\$ 490.00 \$ 630.00	\$ 128.65 \$ 90.00	\$ 125.00 \$ 100.00	\$ 60.00 \$ 60.00	invoice Amnt \$ 50.28	

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		WHITWORTH DRAINAGE PROJECT PRE-EMP POLY'S	UTILITIES RPR SERVICE WATER VALVE OPER/ EVAL	STÄRLANDING WÄTER SUPPLY IMPR STONEHEDGE DRAINAGE PROJECT	MS VALLEY/HWY 51-SIGNAL IMPV: CE&I \$ 1,277.23 SNOWDEN PEDESTRIAN TRAIL \$ 5,904.46	MDOT TËP BIKE TRL-CTRL PARK./ SNOWDEN MS VALLEY MAST ARM INSTALL	GENERAL SERVICES CONTRACT HWY 51 MUST ARMS	GENERAL DRAINAGE IMPROVEMENS GENERAL ENGINEER SURVEY/MILLER RD VACATE OPTION	FIRE SERVICE EXT. PHASE 1 FIRE SERVICE EXT. PHASE 2	CITY PAVEMENT PRESERVATION PROGRAM COE PLANNING ASST TO STATES MARPHING	CHURCH RD RESURFACE CHURCH RD RESURFACE	Invoice Description
	\$ 23.36	\$ 665.60 \$ 400.00	\$ 1,195.74 \$ 8,666.97	\$ 11,768.16 \$ 7,957.30	\$ 1,277.23 \$ 5,904.46	\$ 1,172.68 \$ 32,779.56	\$ 15,000.00 \$ 1,357.56	\$2,532.14 \$2,315.65	\$.10,967.75 \$ 2,102.56	\$ 21,638.58 \$ 3,495.07	\$ 20,226 80 \$ 276,335.61	Invoice Amnt \$ 37.56
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# Check# Voucher # Vendor # Vendor Name  0 292816 27586 COLE WILLIAM  0 293112 24433 COLLISION CENTRE SOU  0 293111 24433 COLLISION CENTRE SOU  0 293111 24433 COLLISION CENTRE SOU  12317 152827 292990 2351 COMCAST  12317 152829 29289 2351 COMCAST  12317 152829 29289 2351 COMCAST  0 292859 2351 COMCAST  0 292859 27566 CONNELLY KATHLEEN C  0 292787 22907 COTTEN JESSIE  0 293114 836 COUNTRY FORD INC  0 293156 836 COUNTRY FORD INC  0 293168 836 COUNTRY FORD INC  0 293170 COVERT TRACK GROUP  7 0 293222 19311 CREDIT BUREAU SYSTEM	Check#         Voucher #         Vendor #		307400)192	Mi 21 20	<b>nu</b> 1	tes.	604501	60449 <u>0</u>	<b>QI</b> 00450	\$04483	604423	604418	ven	,20820	12787	<b>3</b> 3785			39640	031	627	939	33742	Invois
Voucher #         Vendor #         Vendor #         Vendor #           292816         27586         0           293112         24433         0           293111         24433         0           293990         2351         0           292999         2351         0           292989         2351         0           292859         27606         0           292859         27606         0           292859         27606         0           292787         22907         0           293114         836         0           292790         836         0           293186         836         0           293170         836         0           293170         836         0           293170         836         0           293246         3546         0           293222         19311         0	VOLICITET #         Vendot #         Vendot #         Vendot #         Invoice Description           292816         27586         COLE WILLIAM         Invoice Description           292816         27586         COLE WILLIAM         3051-FRONT CAP           283112         24433         COLLISION CENTRE SOU         3118-BYFENORIEL ELAMPS/FENDER/DOOR           2929117         24433         COLLISION CENTRE SOU         3124-ROCKER MOULDING           292989         2351         COMCAST         8396-400220232525/ 8507, INVERNESS           292989         2351         COMCAST         8396-400220232525/ 8507, INVERNESS           292902         2351         COMCAST         8396-400220232525/ 8507, INVERNESS           292902         2351         COMCAST         8396-40022023252/ 8507, INVERNESS           292902         2351         COMCAST         8396-40022023252/ 8507, INVERNESS           292902         2351         COMCAST         8396-40022023253/ 8507, INVERNESS           292902         2351         CONTEN JESSIE         REMBURSEMENT/FOR SUPPLYP         MAT. FOR SHOP           292780         836         COUNTRY FORD INC         3139- O/C         3139- O/C           292790         836         COUNTRY FORD INC         EMS 1 OIL CHANGE/ ISANCE TRUCK #803		192	7									7	7	1.7 4.5 7.6 7.6		20117	12617	12317		7 3.7 1.17 1.17			
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COLLISION CENTRE SOU COLLISION CENTRE SOU COLLISION CENTRE SOU COMCAST COMCAST COMCAST CONNELLY KATHLEEN O CONTRACTORS SUPPLY P CONNELLY KATHLEEN O COUNTRY FORD INC COUNTRY FOR	DENTRE SOU  CENTRE SOU  CENTRE SOU  CENTRE SOU  CENTRE SOU  CENTRE SOU  3051-FRONT CAP  BUMPER/GRILLE/LAMPS/FENDER/DOOR 3124-RÖCKER MOULDING  8396400220292525/8507.INVERNESS  8396400220292525/850629  8396400220292525/83016/5850 GETWELL  INVERNESS  83964002202925/5/8001000  8315-FRONTONO  60000000000000000000000000000000000	) 	19311	3546	19442	836	836	836	836	836	836	836	22907	22644	16582	27606	2351	2351	2351	24433	24433	24433	27586	Vendor #
	DOOR #803		CREDIT BUREAU SYSTEM	COX DAVID R JR	COVERT TRACK GROUP	COUNTRY FORD INC	COUNTRY FORD INC	COUNTRY FORD INC	COUNTRY FORD INC	COUNTRY FORD INC	COUNTRY FORD INC	COUNTRY FORD INC	COTTEN JESSIE	CORPORATE PLANNING	CONTRACTORS SUPPLY P	CONNELLY KATHLEEN 6/	COMCAST	COMCAST	COMCAST	COLLISION CENTRE SOU	COLLISION CENTRE SOU	COLLISION CENTRE SOU	COLE WILLIAM	Vendor Name

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	DESOTO TIMES-TRIBUNE	DESOTO FAMILY THEATR DESOTO TIMES-TRIBUNE	DESOTO COUNTY, SHERIF DESOTO COUNTY SHERIF	DESOTO COUNTY ELECTR DESOTO COUNTY REGION	DESOTO COUNTY ELECTR DESOTO COUNTY ELECTR	DESOTO COUNTY COOPER DESOTO COUNTY ECONOM	DEPT OF PUBLIC SAFET  DEPT OF PUBLIC SAFET	DĒNNIS WRIGHT & SON DENNIS WRIGHT & SON	DEFORE MATT DEMBY DENISE	DAYTON MATT-RENTAL DEAN BROOKE c/o PENN	CURRY JANITORIAL SER DAVIS LOYD & CHERYL	CUBE ICE INC.	Vendor Name
	6,000,000 OBLIGATION BOND	\$3,680,000 GO REFUNDING BONDS	INMATE HOUSING FOR THE MONTH OF \$ 11,060.00 NOV.2017 INMATE MEDICAL/PHARMACY/ MONTH \$ 109.99 OF NOV. 2017	SIGNAL REPAIR COLLECTED SEWER FEES	CHRISTMAS WREATH ASST NORTHWEST DR DECORATIVE LIGHT REPAIRS	WORK GLOVES  MAYOR- ANNUAL LUNCHEON	MONTHLY I W.R.C.P. ASSESSMENT COLLECTION MONTHLY IGNITION INTERLOCK ASSESSMENT COLL.	PLUMBING WORK/PD /FIRE/ XSTG CONTINGENCEY REPAIR PLUMBING/ MUNICIPAL COURT	18 ALLOT REIMB FOR CLOTHING		CLEANING FBI OFFICE/DECEMBER	ICE/SNOWDEN	Invoice Description
	\$ 16.80	\$ 3,333,34 \$ 16,70	\$ 11,060.00 \$ 109.99	\$ 1,236.35 \$ 17,200.00	\$ 552.50 \$ 812.12	\$ 67.80 \$ 25.00	\$ 4,434.75 \$ 5,352.95	\$ 3,286,56 \$ 118.00	\$.600.00 \$.48.12	\$ 3.84 \$ 18.44	\$.425.00 \$.57.08	\$ 75.05	Invoice Amnt
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TIRES/ TRUCK #802	046471734/ PARKS TIRES/ TRUCK #801	REPAIRS TO DRIVE THRU SPEAKER	POSTAGE INK/LABELS	MP8510-CLERKS COPIER OFFICE EQUIP CONTRACT		COPY FEES/ ADMIN COPY FEES/ STATION 3	COPIER/MP212296 COPIER/PLANNING/CODE	COPIER MP6552-PEPPERCHASE WATER \$ 7.69 COPIER PAYMENT PLAN/CODE \$ 1.59	COPIER COST / CODE ENFORCEMENT \$ 78.56 COPIER FOR CODE/PLAN \$ 17.25	CODE/PLAN COPIER COPIER / WATER DEPT	CLERKS COPIER	Invoice Description
\$ 1,196.00	\$ 130.52 \$ 1,358.00	\$ 337,00 \$ 98.36	\$ 299.00 \$ 90.84	\$ 52.95 \$ 56.19	\$ 168.45 \$ 20.58	\$ 72.51 \$ 6.26	\$ 62.40 \$ 164.41	\$ 7.69 \$ 1.59	\$ 78.56 \$ 17.25	\$ 36.21 \$ 1.10	\$ 51.09	Invoice Amnt

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19045665/6845 MCCAIN DR	16850885/ AIRWAYS AND RASCO 16853152/ 488 CHURCH RD E	16344749/ SWEET FLAG LOOP 16837783/ 3005 COLLEGE RD	145700183/ 2996 COLLEGE RD TRFC SIGNL 150262913/ CHERRY BLOSSOM	124075086/ AIRWAYS BLVD AND PLUM POINT 126811512/ AIRWAYS BLVD AND PLUM POINT	112498183/1395 PLEASANT HILL RD 124065178/ AIRWAYS BLVD AND CENTRAL MALL ENTRY	DEF COMP FIRE DEC.8 PLANNING COMMISSION (WARD 2)	MEDICAL CONTROL OCT -DEG :2017: DEF COMP	EQUIPMENT FOR E-5 REPAIRS TO ENG. 2	PROF SERVICES EQUIPMENT FOR E-5		Invoice Description REPAIRS TO ORING TOOL
\$ 12.20	\$ 29.67 \$ 23.66	\$ 11.03 \$ 19.35	\$ 19.60 \$ 16.56	\$ 27.72 \$ 10.86	\$.17.80 \$ 22.69	\$ 4/161.43 \$ 100.00	\$.4,500.00 \$ 2,600.80	\$ 478 25 \$ 4,945.32	\$ 944.58 \$ 26.00	\$ 76:20 \$ 85.96	Invoice Amnt \$ 293.38
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16851735/5795 PEPPERCHASE DR	16836884/ CHAPARRAL LN PARK 16851461/ HUNTERS GLEN ST	16713968/ CHURCH RD @ GETWELL RD 16835019/ T L MILLBRANCH ST LIN	16293359/ WHITWORTH AND STLINE RD 16713240/ CHURCH RD @ I-55	122346919/ LEGENDS LAGOON 122548779/ 5253 SWINNEA RD RUST LIFT	110822004/ MS 302 @ GETWELL 119242972/ 7635 TCHULAHOMA RD	107599953/ 2543 JIM ST 108163825/ 6145 AIRWAYS BLVD	5/992 CHURCH RD E 5/5813 PEPPERCHASE DR	59478941/ 6610 AIRWAYS BLVD 79240206/ 4154 DAVIS RD ST CLAIR LIFT STATION	58522954/ 6875 AIRWAYS BLVD 59478867/6345 AIRWAYS BLVD	5 CHURCH W RD CHURCH RD E	43981182/ 1903 STARLANDING RD LAKES	Invoice Description
\$ 50.15	\$ 51.39 \$ 30.60	\$ 33.90 \$ 64.70	\$ 55.23 \$ 44.29	\$ 45.04 \$ 35.58	\$ 50.58 \$ 54.38	\$ 32.75 \$ 50.47	\$ 22.83 \$ 12.31	\$ 21.87 \$ 18.01	\$ 28.09 \$ 25.81	\$ 22.35 \$ 22.83	\$ 25.62	invoice Amnt

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293277	293061	293065	293055	293272	293057	293067	293074	293042	293068	Voucher # 293032
293062	293056	293066	293274	293037	293048	293058	293038	293025	293064	
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624/ CHERRY CALLEY PK FLOOD  174/ 303 LONG ST	831/3401 WOODLAND TRACE H 714/ TURMAN DR	948/4446 AIRWAYS BLVD 084 / 170 COLLEGE RD	702/ 6854 TCHULĀHOMA RD 617/ SNOWDEN PARK	952/ STATION 3 121/ 5813 PEPPERCHASE DR	8045/53 WOODLAND TRACE S 967/ ST LTS CITY MAINT	8110 / 2635 RUTHERFORD A 7856/ 4164 HIGHWAY 51	660 / CHANCEY COVE LOT 4 216/ 5577 GETWELL RD	183/6715 HOSPITALITY RD 034/249 GOODMAN RD W	132/.2768 BLACK ROCK RD 526/ GROVE MEADOWS LIFT ON	Invoice Description 19075704 / MS 302 & TCHULAHOMA RD
9 <del>(4)</del>	\$ 76.29	\$ 823.53	\$ 125.62	\$ 846.16	\$ 139.13	\$ 75.40	\$ 31:33	\$ 45 <u>892</u>	\$ 37.63	Invoice Amnt
	\$ 75.44	\$ 2,559.13	\$ 211.02	\$ 1,348.60	\$ 216.64	\$ 227.96	\$ 30:36	\$ 68.06	\$ 35.56	\$ 50.58
170 ACAA   170 ACA   1	152833 293277 966 ENTERGY 38124624/ CHERRY CALLEY PK FLOOD 152833 293062 966 ENTERGY 76194174/ 303 LONG ST 152833 293061 966 ENTERGY 87460884/ 2017 STARL ANDING RD E WITR	152833 293061 966 ENTERGY NORTH NORTH NORTH NORTH 152833 293056 966 ENTERGY 19338714/ TURMAN DR 152833 293277 966 ENTERGY 38124624/ CHERRY CALLEY PK FLOOD LIGHTS 152833 293062 966 ENTERGY 76194174/ 303 LONG ST 76194174/ 303 LONG ST 76194174/ 303 LONG ST 76194174/ 303 LONG RD E WITER 152833 293051 966 ENTERGY 87490884/ 2017 STARL ANDING RD E WITER 152833 293051 966 ENTERGY 87490884/ 2017 STARL ANDING RD E WITER 152833 293051 966 ENTERGY 87490884/ 2017 STARL ANDING RD E WITER 152833 293051 966 ENTERGY 87490884/ 2017 STARL ANDING RD E WITER 152833 293051	152833 293065 966 ENTERGY 17625948/4446 AIRWAYS BLVD 152833 293066 966 ENTERGY 17627084 / 170 COLLEGE RD 152833 293061 966 ENTERGY 18757831/ 3401 WOODLAND TRACE 152833 293056 966 ENTERGY 19338714/ TURMAN DR 152833 293062 966 ENTERGY 38124624/ CHERRY CALLEY PK FLOOD 152833 293062 966 ENTERGY 66194174/ 303 LONG ST 152833 293061 966 ENTERGY 87490884/ 2017 STARI ANDING RD E WTR	152833   293055   966   ENTERGY   16836702/6854 TCHULAHOMA RD   152833   293055   966   ENTERGY   1683617/ SNOWDEN PARK   152833   293065   966   ENTERGY   17625948/4446 AIRWAYS BLVD   17627084 / 170 COLLEGE RD   152833   293061   966   ENTERGY   18757831 / 3401 WOODLAND TRACE   NORTH   19338714/ TURMAN DR   152833   293062   966   ENTERGY   19338714/ TURMAN DR   162833   293062   966   ENTERGY   38124624/ CHERRY CALLEY PK FLOOD   162833   293062   966   ENTERGY   162837   36124624/ CHERRY CALLEY PK FLOOD   162833   293062   966   ENTERGY   162837   76194174/ 303 LONG ST   162833   293061   966   ENTERGY   162837   76194174/ 303 LONG ST   162833   293061   966   ENTERGY   162837   76194174/ 303 LONG ST   162833   293061   966   ENTERGY   162833   293062   966   ENTERGY   162833	152833 293272 966 ENTERGY 15374952/ STATION 3  152833 293037 966 ENTERGY 16833121/ 5813 PEPPERCHASE DR  152833 293055 966 ENTERGY 16836702/ 6854 TCHULAHOMA RD  152833 293055 966 ENTERGY 16836617/ SNOWDEN PARK  152833 293065 966 ENTERGY 17625948/4446 AIRWAYS BLVD  152833 293066 966 ENTERGY 17627084 / 170 COLLEGE RD  152833 293061 966 ENTERGY 18757831/ 3401 WOODLAND TRACE  152833 293065 966 ENTERGY 18757831/ 3401 WOODLAND TRACE  152833 293065 966 ENTERGY 18757831/ 3401 WOODLAND TRACE  152833 293062 966 ENTERGY 38124624/ CHERRY CALLEY PK FLOOD  152833 293062 966 ENTERGY 38124624/ CHERRY CALLEY PK FLOOD  152833 293061 966 ENTERGY 76194174/ 303 LONG ST  152833 293061 966 ENTERGY 76194174/ 303 LONG ST  152833 293061 966 ENTERGY 76194174/ 303 LONG ST	152833         293057         966         ENTERGY         122868045/33 WOODLAND.TRACE S           152833         293048         966         ENTERGY         15064967/ST LTS CITY MAINT           152833         293272         966         ENTERGY         16833121/5613 PEPPERCHASE DR           152833         293055         966         ENTERGY         16836702/6854 TCHULAHOMA RD           152833         293055         966         ENTERGY         16836702/6854 TCHULAHOMA RD           152833         293065         966         ENTERGY         17625948/4446 AIRWAYS BLVD           152833         293066         966         ENTERGY         17625948/4446 AIRWAYS BLVD           152833         293066         966         ENTERGY         16757831/3401 WOODLAND.TRACE           152833         293061         966         ENTERGY         16757831/3401 WOODLAND.TRACE           162833         293061         966         ENTERGY         16757831/3401 WOODLAND.TRACE           162833         293061         966         ENTERGY         16757831/3401 WOODLAND.TRACE           162833         293061         966         ENTERGY         16767831/3401 WOODLAND.TRACE           162833         293065         966         ENTERGY         76194174/303 LONG ST	152833   293067   966   ENTERGY   122528110 / 2635 RUTHERFORD A   152833   293058   966   ENTERGY   122867856/ 4164 HIGHWAY 5 1   152833   293057   966   ENTERGY   122868045/53 WOODDLAND.TRACE S   152833   293048   966   ENTERGY   15064967/ ST LTS CITY MAINT   152833   293047   966   ENTERGY   15064967/ ST LTS CITY MAINT   152833   293057   966   ENTERGY   15374952/ STATION 3   152833   293055   966   ENTERGY   16836702/ 6864 TCHULAHOMA RD   152833   293055   966   ENTERGY   16836702/ 6864 TCHULAHOMA RD   152833   293065   966   ENTERGY   1762594694446 AIRWAYS BLVD   152833   293065   966   ENTERGY   17627094 / 170 COLLEGE RD   152833   293065   966   ENTERGY   18757831/ 3401/WOODDLAND.TRACE   NÖRTH   152833   293065   966   ENTERGY   18757831/ 3401/WOODDLAND.TRACE   NÖRTH   152833   293065   966   ENTERGY   19338714/ TURMAN DR   162833   293065   966   EN	152832   293071   966	152832   293042   966   ENTERGY   63799183 6715 HOSPITALITY RD     152832   293025   966   ENTERGY   68387034 249 GOODDMAN RD W     152832   293025   966   ENTERGY   894172 16 2537 GETWELL RD     152833   293038   966   ENTERGY   12268045/53 WOODDLAND TRACE S     152833   293057   966   ENTERGY   12268045/53 WOODDLAND TRACE S     152833   293057   966   ENTERGY   15374952/STATION 3     152833   293057   966   ENTERGY   15374952/STATION 3     152833   293057   966   ENTERGY   15374952/STATION 3     152833   293057   966   ENTERGY   16338702/6854/TOHUL/NOMARD     152833   293055   966   ENTERGY   16338702/6854/TOHUL/NOMARD     152833   293055   966   ENTERGY   16338712/1 8613 PEPPERCHASE DR     152833   293056   966   ENTERGY   16338712/1 WOODLAND TRACE     152833   293056   966   ENTERGY   16338712/1 TURMAN DR     152833   293057   966   ENTERGY   19338712/1 TURMAN DR     152833   293056   966   ENTERGY   19338712/1 ONLEGE RD     152833   293056   966   ENTERGY   19338712/1 ONLEGE RD     152833   293056   966   ENTERGY   18338712/1 ONL	31/10074   152832 293068   966   ENTERGY   96752526/GROVE MEADOWS LIFT   9675757   152832 293064   966   ENTERGY   96752526/GROVE MEADOWS LIFT  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SCADA SERVICE/ NOV 2017	REPAIRED.COMPRESSOR/STATION:3 REPALCING 4/HOLMATRO BLADES	DECORATIVE STREETSCAPE SIGNS A \$ 52.50 ITEC VEHICLE MAINTENANCE \$ 1,631.99	ITEC FUEL	FUEL FOR SPD ITEC FUEL		MAILING METER/FOREVER YOUNG FUEL	ART TEACHER/ NEW	/STATE	PRE-EMPLOYMENT SCREENSING/DOT CERT SHIPPING DISPATCH SUPPLIES	HYSICAL/DRUG:SCREEN/RENAE LS MP SCREENINGS/ DEC. 1, 2017	Invoice Description  GETWELL WATER PLANT LIME FEEDER  DARTS	
\$ 4,037.50	\$ 375.00 \$ 3,422.40	\$ 52.50 \$ 1,631.99	\$ 93.66 \$ 23.36	\$.4,793.06 \$.44.12	\$ 56.89 \$ 4,359.71	\$ 720.00 \$ 54.60	\$ 315.00 \$ 66.77	\$ 988.25 \$ 145.00	\$ 795.00 \$ 105.60	\$ 110.00 \$ 160.00	# 2,129.47	

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	HEMKER COLOR LAB	SYSCO HEARTS CHILD	BARA SYSCO	H&H SERVICES GROUP H&H SERVICES GROUP	GYMBOREE CORP., REIN H&H SERVICES GROUP	GRESSETT JENNIFER GULF STATES DISTRIBL	GOODYEAR TIRE GRASSLAND IRRIGATION	GLOBAL LEADER HOMES GOODYEAR TIRE	ROPANE ARAGE	GERALD HOLLAND INS GIBSON PROPANE	GATEWAY TIRE & SERVI GEEDING, SR HARVEY	Name 'TIRE & SERVI
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	\$ 70.00	\$ 898.03 \$ 4,166.67	\$ 23.36 \$-22.80	\$ 368.00 \$ 928.50	\$ 100.00 \$ 35.00	\$ 83:72 \$ 7,380.00	\$ 767.32 \$ 2,550.00	\$.110.36 \$ 759.66	\$ 487.21 \$ 50.00	\$ 4 33 \$ 396.83	\$ 133.25 \$ 3.36	Invoice A \$ 89.40
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IDEAL CHEMICAL	IDEAL CHEMICAL	IDEAL CHEMICAL	ICM OF MEMPHIS	HOWARD JANET & GREGO HUB INTERNATIONAL	HOOPER LES HORN LAKE WATER ASSO	HOMER SKELTON FORD HOMER SKELTON FORD	HÖLLAND & HÖLLAND PR HOLLAND INSURANCE	HILL'S BET NUTRITION HOLLAND & HOLLAND PR	HICKS EUGENE & RESSI HILL'S PET NUTRITION	HERNANDO EQUIPMENT HERNANDO EQUIPMENT	# Vendor Name HENRY SCHEIN INC	
FLUORIDE/WHITWORTH WP	CHLORINE/ WHITWORTH WP FLUORIDE/ LIME/GREENBROOK WP	CHLORINE/ GETWELL WP CHLORINE/ GREENBROOK WP	HOSE FOR SEWER MACHINE SOIL PROBES	17/18 3RD QUATER INSTALLMENT	PLANNING COMMISSION (ATTLARGE) 03-0257000 / 5813 PEPPERCHASE DR	MAT: FOR SHOP.  OIL/FILTER CHANGE/UNIT 2-REPLACE  BATTERY WARRANTY	EMPLOYEE BOND PERSONNEL	FEED ANIMALS	FEED ANIMALS	OIL/CHAIN/BAR SAW/CHAIN/SHARPENERS	Invoice Description  MEDICAL SUPPLIES	
\$ 203.50	\$ 560.00 \$ 591.00	\$ 560.00 \$ 560.00	\$ 170.36 \$ 1,329.50	\$ 39.72 \$ 130,866.00	\$ 100.00 \$ 296.73	\$ 141.00 \$ 136.86	\$ 14.33 \$ 648.22	\$ 150.88 \$ 14.33	\$ 23,36 \$ 150.88	\$ 233.25 \$ 1,126.80	* 422.44	
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	OCCER	STER/MOTO	ENGINE COMPANY OPERATIONS	SECURE STORAGE SERV. AEROBICS INST.	RADIO CONTRACT BATTERIES	3138-BRAKE SVC/MT/BAL SIREN MAINTENANCE	3098- FLAT REPAIR 3119- STUD REPLACEMENT	NCES REPAIR	3069: STRUTS/RODS/ARMS/ALIGN 3081- BALANCE	3052: FLAT REPAIR 3054- FLAT REPAIR	FLUORIDE/LIME FOR GETWELL	Invoice Description
		REUPHÖLSTER/MOTORCYCLE SEAT OFF-SITE STORAGE	RATIONS	V.		A	ENT		RMS/ALIGN		ETWELL	
\$ 70.20	\$ 120.00 \$ 55.22	\$ 125.00 \$ 2,600.00	\$ 145.00 \$ 27.80	\$ 2.264.97 \$ 540.00	\$`417.30 \$ 133.90	\$ 230,00 \$ 1,860.00	\$ 18 00 \$ 30.00	\$ 30 00 \$ 18.00	\$ 727 95 \$ 40.00	\$ 15.00 \$ 15.00	\$ 591.00	Invoice
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	KRUCKE	KUBLER JOSH & KATHER LAMBERT DESIREE LORR	LANGUAGE LINE SERVIO	LAWHON SHASHANAH	LAWHON SHASHANAH  LAWRENCE PRINTING CO  LAWRENCE PRINTING CO						- <b>그</b> 이 성도 이 기계로 이 교육이 이 교육이 이 교육이 이 기계를 받는다. 	
invoice Description			DISPATCH TRANSLATION		- 4	11.04536	52,53,54,55- MINUTE BOOKS  PLANNING COMMISSION (CHAIRMAN) (WARD 3) PLANNING COMMISION  MATERIAL	52,53,54,55- MINUTE BOOKS  PLANNING COMMISSION (CHAIRMAN) (WARD 3) PLANNING COMMISION  MATERIAL	52,53,54,55- MINUTE BOOKS PLANNING COMMISSION (CHAIRMAN) (WARD 3) PLANNING COMMISION MATERIAL	52,53,54,55- MINUTE BOOKS  PLANNING COMMISSION (CHAIRMAN) (WARD 3) PLANNING COMMISION  MATERIAL  MEDICAL SUPPLIES OXYGEN	52,53,54,55- MINUTE BOOKS  PLANNING COMMISSION (CHAIRMAN) (WARD 3) PLANNING COMMISSION  MATERIAL  MATERIAL  MEDICAL SUPPLIES OXYGEN  MEDICAL SUPPLIES OXYGEN  CASH BOND REFUND	52,53,54,55- MINUTE BOOKS  PLANNING COMMISSION (CHAIRMAN) (WARD 3) PLÁNNING COMMISION  MATERIAL  MATERIAL  MEDICAL SUPPLIES OXYGEN  MEDICAL SUPPLIES OXYGEN  CASH BOND REFUND  DEPARTMENT HATS  UTLITY SHIRTS
li li			\$ 97.90 \$ 25.56					\$ 90.84 \$ 100.00 \$ 100.00 \$ 1,706.25 \$ 123.05 \$ 125.04	\$ 90.84 \$ 100.00 \$ 1,706.25 \$ 123.05 \$ 125.04 \$ 110.36			

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MATHESON & ASSOC LLC MAYORGA LUIS J. & DI MCDAVIS ANITA MCGEE JONATHAN MEARS MICHAEL MEDICAL ACCOUNTS REC MEMPHIS DELTA TENT & METER SERVICE AND SU METER SERVICE AND SU METER SERVICE AND SU	Wendor Name  MACKLIN SYLVIA  MAGNOLIA ELECTRIC  MAGNOLIA ELECTRIC  MAGNOLIA ELECTRIC  MAINTENANCE SUPPLY  MARTINEZ JORGE & TOR  MARY J. CAIN
ALARMING SERVICE/ COURTS BUILDING INDOOR SOCCER INDOOR SOCCER MEDICAL BILLING/ COLLECTION FEE NOV CANOPY / STATION 2 8" FULL CIRCLE CLAMPS COPPER TUBING FUSE PIPE / HWY 51 BORE	Invoice Description  ELEC. REPAIRS  LIGHT BULBS FOR STATION 2  TAPEBIT HOLDER / ETC  NUTS/BOLTS/ZIP TIES  ZIP TIES  ZIP TIES  INSTALL STEPS/ HANDRAIL ON TRAILER  CUSTOMER/ MASTER METER  LINE DANCE CLASS  LINE DANCE CLASS  INDOOR SOCCER  ALARM SERV, FOR DAVIS LIBRARY
	Invoice Amnt \$ 98.36 \$ 4,867.00 \$ 15.12 \$ 36.76 \$ 213.27 \$ 238.80 \$ 689.00 \$ 60.00 \$ 60.00 \$ 60.00 \$ 60.00

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	\$ 186.89	\$ 51.98	\$ 47.97	\$ 19	\$ 10	\$ 53	\$ 13.60 \$ 51.56	\$ 59.30 \$ 3.99	\$ 0.99 \$ 34.97	\$ 99.77 \$ 23.98	\$ 3.98 \$ 23.96	\$ 199.98 \$ 23.96	\$ 25.98 \$ 734.13	\$ 45.00
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	TONER TOWER HEATER	STEPSTOOL SWITCH UTILITIES	PHONE CASE SHELL CASES	OFFICE SUPPLIES OFFICE SUPPLIES BLDG. DEPT.	LABELS/ TRACKER SOFTWARE OFFICE SUPPLIES	IT SUPPLIES LABELS/ EVIDENCE	LE PUNCH	CHAIR RETURN/971438999001 COMPUTER MOUSE	(ILER/TAPE/WIRE	TIREWET/DETAILER TRAILER LIGHT ADAPTERS/ TRUCK 830 & 829	RECOVERY RING GLOVERS, ETC.	invoice Description
\$,71.72	\$ 244.85 \$ 48.99	\$ 14.95 \$ 43.99	\$ 71.99 \$ 5.15	\$ 167.88 \$ 14.49	\$ 138.68 \$ 63.96	\$ 19.19 \$ 141.91	\$-25.98 \$ 70.07	\$-224.99 \$ 9.99	\$ 44.45 \$ 23.36	\$ 35.46 \$ 30.97	\$ 45.96	invoice Amnt

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	PEPSI BEVERAGES COMP	PAYNES LOCKSMITH SER PEGRAM TOM	PARKER KEVIN - SEWE PAYNES LOCKSMITH SER	PARAMOUNT UNIFORMS R PARAMOUNT UNIFORMS R	PARAMOUNT UNIFORMS R PARAMOUNT UNIFORMS R	PARAMOUNT UNIFORMS R	PARAMOUNT UNIFORMS R	PARAMOUNT UNIFORMS R PARAMOUNT UNIFORMS R	PARAMOUNT UNIFORMS R PARAMOUNT UNIFORMS R	OWENS MICHELLE LEE PARAMOUNT UNIFORMS R	OVERALL CHEMICAL COM OVERHEAD DOOR CO MEM	Vendor Name OVERALL CHEMICAL COM
	PEPSI/ RESALE	INDOOR SOCCER DOOR REPAIR PLANNING COMMISSION (WARD 4)	ADD CODE TO DOOR/ WATER	UNIFORMS	UNIEORMS	UNIFORMS	OUTSIDE UNIFORMS PARKS PARKS UNIFORMS	MAINT & EQUIP OUTSIDE UNFORMS PARKS	MAINT & EQUIP MAINT & EQUIP	GOLF UNIFORMS	CLEANING WEEK/ 11/27/17 REPAIR DOOR/ STATION 1	Invoice Description CLEANING / COURT HOUSE & CITY HALL
	\$ 2,432.80	\$185.00 \$100.00	\$ 51:00 \$ 70.00	\$ 12325 \$ 125.37	\$ 100/46 \$ 100/46	\$ 26.38 \$ 26.38	\$.600.76 \$.404.95	\$ 5.00 \$ 161.72	\$.5.00 \$ 5.00	\$ 3/88 \$ 55.02	\$ 1,535.00 \$ 165.00	<u>Invoice Amnt</u> \$ 1,535.00
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21391 27653	17795	10865	10865	10865	10865	27599	27650	15807	11749	27624	544	14191	27632	(27591)	26683	26683	27612	18255	27574	Vendor #
RIGHT TOUCH RILEY TRACIE	RICH PRINTING INC	RELIABLE EQUIPMENT	RELIABLE EQUIPMENT	RELIABLE EQUIPMENT	RELIABLE EQUIPMENT	REIGHARDT MONICA	RAY CHRISTOPHER	R.C.SYSTEMS, INC	PROSHOW SYSTEMS, LLC	PRICE/MATTHEW	PRECISION DELTA CORP	PRE-PAID LEGAL SERVI	POWELL AUDRA	POTNURU SRIDHAR	PINNACLE DEVELOPMENT	PINNACLE DEVELOPMENT	PICKARD ROBERT - REN	PHILLIPS ERIC	PETTIS ROSITA	Vendor Name
BLDG DEPT TRUCK CLEANING	CCR REPORTS 2017	NEW EXCAVATOR & COMPACT LOADER \$69,725.17	NEW EXCAVATOR & COMPACT LOADER	MAT FOR SHOP	MAT FOR SHOP/ CREDIT MEMO			RECPRO SUPPORT	SCREEN FOR MOVIES/ CHRISTMAS IN THE PARK		AMMO STATE CONTRACT	EMPLOYEE PRE-PAID LEGAL SERVICES			AND COME WITH SECOND SE			INDOOR SOCCER	EMS BILLING REFUND	invoice Description
\$ 85.00 \$ 98.36	\$ 1,094.00	\$ 69,725.17	\$ 63,448.14	\$ 953.94	\$-738.48	\$ 31 32	\$ 50.00	\$ 2,100.00	\$ 2,857.50		\$ 19,749.00	\$ 2,322,70	\$ 65.10	\$ 125,00	\$ 110.36	\$ 110.36	\$ 3,30	\$ 180:00	\$ 385.37	<u>Invoice Ainnt</u>

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SKY LAKE CONSTRUCTIO	SKY LAKE CONSTRUCTIO SKY LAKE CONSTRUCTIO	SIGNS & STÜEF SIMPSON SONYA	SIGNS & STUFF SIGNS & STUFF	SHIELDS SHARON ESTAT SHINDIGZ	SHEPHERD DOUGLAS K SHIELDS BARBARA	SCHUK MIKE SCOTT SANDRA	SAYLE OIL CO INC	SAFETY-QUIP SAMPLES TODD	SAFETY-QUIP SAFETY-QUIP	RYAN MARIE NICOLE S & H SMALL ENGINES	# Vendor Name  ROSER RICHARD M
		ENGINE 5 DECALS	CHRISTMAS IN PARKI PARKING SIGNS CHRISTMAS PARADE SIGNS	TABLE CLOTHS	INDOOR SOCCER		FUEL FOR STATION 1	PORTA POTTY-TENNIS 18 ALLOT REIMB FOR CLOTHING	PÖRTA PÖTTIES/ CENTRAL PÄRK PORTA PÖTTY / GÖLF	MAT. FOR SHOP	Invoice Description
\$ 410.36	\$ 110.36 \$ 110.36	\$ 368 35 \$ 78.84	\$ 60 00 \$ 710.80	\$125.00 \$216.91	\$ 90.00 \$ 125.00	\$ 336 \$ 23.36	\$7]455.69 \$ 1,455.69	\$ 1875 \$ 131.61	\$ 285,00 \$ 103.00	\$ 22 92 \$ 95.88	Invoice Amnt \$ 23.36

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# RESOLUTION OF THE CITY OF SOUTHAVEN TO AUTHORIZE EXECUTION OF CONTRACT AMENDMENT BY MAYOR FOR THE SALE OF REAL PROPERTY LOCATED AT NAIL ROAD AND SNOWDEN LANE IN ACCORDANCE WITH MISSISSIPPI CODE 57-7-1

WHEREAS, pursuant to Mississippi Code 21-17-5, the City of Southaven ("City") governing authorities shall have the care, management and control of the City affairs and its property and finances and the power to adopt any resolution with respect to City property; and

WHEREAS, on May 16, 2017, the City, via resolution, authorized negotiations and surplused the real property as set forth in Exhibit A ("the Property"); and

WHEREAS, on June 20, 2017, pursuant to Mississippi Code 57-7-1, the City Board authorized the Mayor to sign a contract with Loeb Realty Co., Inc., ("Loeb") for the Property and such contract was executed on June 22, 2017; and

WHEREAS, City and Loeb desire to enter into an amendment to the June 22, 2017 contract to provide Loeb with an additional ninety (90) days for the inspection period; and

WHEREAS, Loeb, upon the purchase of the property, will develop and utilize the property for commercial purposes, specifically, the development of a Class A, sustainable, mixed-use development merging entertainment venues and multifamily, residential dwelling units integrated by a high-end, urban-style design; and

WHEREAS, based on Loeb's plans and purposes for the development of the Property as noted herein, the economic impact of the development to the City by expanding and providing the initial development for the above-referenced mixed-use development in the City, along with the increase in sales tax accompanying Loeb's development, the increase in property tax for the City, increase in commercial development, and increase in tourism, the City desires to enter into the contract amendment with Loeb for the sale of the Property for good and valuable consideration pursuant to Mississippi Code 57-7-1 (MS AG Op. Manley (September 10, 2014)); and

**NOW THEREFORE**, in consideration of the findings previously noted, be it resolved as follows:

- 1. Pursuant to Mississippi Code 57-7-1, the City finds that the Property will be used for industrial and commercial purposes by Loeb as it will develop a Class A, sustainable, mixed-use development merging entertainment venues and multifamily, residential dwelling units integrated by a high-end, urban-style design.
- 2. The City also finds that the development of the Property by Loeb will increase the economic impact to the City by expanding and providing the initial development for the above-referenced mixed-use development in the City, along with the increase in sales tax accompanying Loeb's development, the increase in property tax for the City, increase in commercial development, increase in tourism to the City and visitors to City events.

- 3. The Mayor is authorized to sign the contract amendment with Loeb to provide Loeb with an additional ninety (90) days for the inspection period and all other provisions in the June 22, 2017 shall remain valid and in effect.
- 4. The Mayor, on behalf of the City, is authorized, at his discretion, to hire all professionals needed with the consummation and due diligence of the Property and to sign the contract amendment and take all action to effectuate the intent of this Resolution.

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

Roll call was as follows:

ALDERMAN	VOTED
Alderman Brooks	YES
Alderman Kelly	YES
Alderman Hale	ABSENT
Alderman Payne	YES
Alderman Gallagher	YES
Alderman Wheeler	YES
Alderman Flores	YES

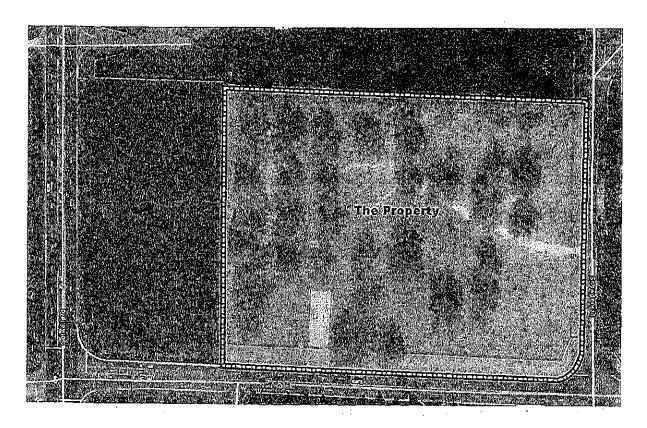
RESOLVED AND DONE, this 19th day of December, 2017.

Darren Musselwhite, MAYOR

ATTEST:

Andrea Mullen, CITY CLERK

#### <u>EXHIBIT A</u>



The Property is a portion of the 42.79-acre parcel conveyed to the City of Southaven, Mississippi by Robert G. Snowden and May S. Todd via Quitclaim Deed recorded on March 1, 2002 in the office of the DeSoto County, Mississippi Chancery Court Clerk in Book No. 412, Page No. 792.

# FIRST AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT

THIS FIRST AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT (the "First Amendment") is made as of the 19th day of December, 2017, by and between CITY OF SOUTHAVEN (the "Seller"), and LOEB REALTY CO., INC. and its assigns (the "Buyer").

#### WITNESSETH:

WHEREAS, pursuant to Mississippi Code section 57-7-1, the Seller and Buyer entered into that certain Real Estate Purchase Agreement (the "Agreement"), whereby Seller agreed to sell and Buyer agreed to purchase unimproved real property at Nail Road and Snowden Lane in Southaven, DeSoto County, Mississippi (the "Property"), for commercial purposes, specifically, the development of a Class A, sustainable, mixed-use development merging entertainment venues and multifamily, residential dwelling units integrated by a high-end, urban-style design, as more particularly described in the Agreement; and

WHEREAS, Seller and Buyer desire to enter into this First Amendment for the purpose of evidencing their mutual understanding and agreement regarding the extension of the Inspection Period (as that term is defined in the Agreement) and as further set forth hereinbelow.

NOW, THEREFORE, for and in consideration of the premises hereto, the keeping and performance of the covenants and agreements hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer, intending to be legally bound, agree as follows:

- 1. <u>Defined Terms</u>. All terms used herein and denoted by their initial capitalization shall have the meanings set forth in the Agreement unless set forth herein to the contrary.
- Inspection Period. Section 3 of the Agreement is hereby amended to provide that the Inspection Period shall be extended for an additional ninety (90) days, through March 19, 2018, subject to the approval of such extension by the Board of Aldermen for Seller, scheduled to meet on the evening of December 19, 2017, the last day of the current Inspection Period; PROVIDED HOWEVER, in the event, for whatever reason, the Board of Aldermen do not agree to an extension of the Inspection Period, then the Buyer shall have until December 21, 2017 at 5:00 pm to terminate the Agreement in accordance with Section 3 of the Agreement and in that event, the Earnest Money shall be returned to Buyer in accordance with the said Section 3 and neither party shall have any further obligations or liability under the Agreement.
  - 3. <u>Closing</u>. Closing shall occur as set forth in Section 8 of the Agreement.
- 4. <u>Effect of Amendment</u>. All terms and conditions of the Agreement shall be read and interpreted in light of the extension of the Inspection Period as set forth in this First Amendment.

- 5. <u>Counterparts/Facsimile/Electronic Transmission</u>. This First Amendment may be executed in multiple counterparts, each of which shall be an original, but all of which together shall constitute but one and the same instrument. This First Amendment, after execution, may be sent by facsimile transmission and/or electronic transmission and upon receipt shall be binding upon the parties executing same.
- 6. <u>Continued Validity</u>. Except as hereinabove provided, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect, and are hereby ratified and confirmed by Seller and Buyer.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized representatives to be effective the date first above written.

SELLER:

CITY-OF-SOUTHAVEN

Darren Musselwhite, Mayor

BUYER:

LOEB REALTY CO., INC.

Matthew Prince, Senior Vice-President

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