



**MEETING OF THE MAYOR AND BOARD OF ALDERMEN  
SOUTHAVEN, MISSISSIPPI  
CITY HALL  
October 21, 2014  
6:00 p.m.  
AGENDA**

- 1. Call To Order**
- 2. Invocation**
- 3. Pledge Of Allegiance**
- 4. Approval Of Minutes: October 7, 2014**
- 5. Budget Amendment**
- 6. Request for Donation of Arena by the Community Foundation of Northwest Mississippi for Crystal Ball with Requested Variance**
- 7. Request for Rental Variance - Omega Psi Phi Fraternity for Scholarship Fundraiser/Holiday Ball**
- 8. Request to enter into MOU with Horn Lake Creek Watershed Drainage District for Project for Construction Improvements of Lateral D near 3370 Swinnea Road**
- 9. Swinnea Road Project**
- 10. Contract with Desoto Electric for Signal Maintenance**
- 11. Resolution for Award of Snowden Amphitheatre Enclosure**
- 12. Resolution for Intergovernmental Transfer of City Property**
- 13. Resolution for Surplus for Southaven Police**
- 14. Resolution Granting Authority To Clean Private Property**
- 15. Planning Agenda**
- 16. Mayor's Report**
- 17. Citizen's Agenda: Carla Paradine, Facility Mgr., AbilityWorks, Inc.  
Cassandra Bobo**
- 18. Personnel Docket**
- 19. City Attorney's Legal Update**
- 20. Old Business**
- 21. Claims Docket**
- 22. Executive Session**

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

# Minutes, City of Southaven, Southaven, Mississippi



MEETING OF THE MAYOR AND BOARD OF ALDERMEN  
SOUTHAVEN, MISSISSIPPI  
CITY HALL  
October 7, 2014  
6:00 p.m.  
AGENDA

1. Call to Order
2. Invocation
3. Pledge of Allegiance
4. Approval of Minutes: September 16, 2014
5. Swearing-In of Mayor's Youth Council
6. Resolution to Surplus City Property (Southaven Performing Arts Center)
7. Contract Renewal with Baker Services
8. Amendment No. 1 to Processing Agreement between Official Payments Corp. and City of Southaven
9. Lease Addendum between City of Southaven and MDES
10. Time and Attendance Software Acceptance – Kronos Work Order Authorization
11. Contract with A2H for MEMA/FEMA Community Shelter
12. Professional Services Agreement for Insurance
13. Resolution to Accept Donation from Chateau Pointe HOA
14. Resolution to Adopt Procurement Card Policy
15. Resolution Authorizing Mayor to Sign Change Order No. 1 - Hurricane Creek Sewer Project - Phase 3
16. Resolution Approving Change Order & Authorizing Mayor to Sign Change Order No. 2 – Deer Creek Lane Drainage Project
17. Acceptance of Bids for Snowden Grove Amphitheatre Enclosure
18. Planning Commission Reappointment, Ward 2
19. Request for Donation of the Southaven Arena by JROTC for Awards Banquet on December 12, 2014
20. Resolution Granting Authority to Clean Private Property
21. Planning Agenda: Item #1 Application by Ben Smith for Subdivision Approval of Gray Estates, Section B, south of Church Road on the west side of Davis Road  
Item #2 Application for a Conditional Use Permit for a beauty shop to be located in the Shops of Cobblestone on the south side of Goodman Road, east of Snowden Lane
22. Mayor's Report
23. Citizen's Agenda

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24. Personnel Docket
25. City Attorney's Legal Update
26. Old Business
27. Claims Docket
28. Executive Session: Potential Litigation

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

# Minutes, City of Southaven, Southaven, Mississippi

## MINUTES OF THE REGULAR MEETING OF October 7, 2014 OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI

**BE IT REMEMBERED** that the Mayor and Board of Aldermen of the City of Southaven, Mississippi met in Regular Session on the 7th day of October, 2014 at six o'clock (6:00) p.m. at City Hall.

**Present were:**

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

Also present were Mayor Musselwhite, Sheila Heath, City Clerk, Andrea Mullen, Assistant City Clerk and Nick Manley, City Attorney. Approximately seventy-five (75) other people were present.

Mayor Musselwhite called the meeting to order. Alderman Gallagher led in prayer, followed by the Pledge of Allegiance led Alderman Ferguson. Next, a motion was made by Alderman Payne to approve the minutes of the regular meeting of September 16, 2014 with any corrections, deletions, or additions necessary. There being none the motion was seconded by Alderman Brooks. Motion was put to a vote and passed unanimously.

### SWEARING -IN OF MAYOR'S YOUTH COUNCIL

Mayor Musselwhite swore-in the New Mayor's Youth Council.

### RESOLUTION TO SURPLUS CITY PROPERTY (SOUTHAVEN PERFORMING ARTS CENTER)

#### **RESOLUTION OF THE CITY OF SOUTHAVEN TO SURPLUS REAL PROPERTY, SOUTHAVEN PERFORMING ARTS CENTER, AND DISPOSE IN ACCORDANCE WITH MISSISSIPPI CODE 21-17-1**

**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**, the City previously purchased the property currently known as the "City of Southaven Performing Arts Center" (the "Property") on December 1, 2005, with such deed evidencing purchase of the Property filed with the Chancery Clerk's Office at Book 516 Page 199 and attached hereto as Exhibit A; and

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**WHEREAS**, pursuant to Mississippi Code 21-17-1(2)(a), the City finds that the Property is no longer needed for City or related purposes and is not to be used in the operation of the City; and

**WHEREAS**, despite the Property not being needed for City or related purposes, the City has incurred significant expenses maintaining the Property since its purchase in December of 2005; and

**WHEREAS**, the conveyance of the Property is in the best interest of the City and its residents as it allows for the City to reduce expenses associated with the Property; and

**WHEREAS**, Trinity Baptist Church of Southaven, Inc. ("Trinity") desires to purchase the Property from the City; and

**WHEREAS**, pursuant to Mississippi Code 21-17-1(2)(a), the City finds that the sale of the Property by seeking bids for the Property is not necessary or desirable for the financial welfare of the City; and

**WHEREAS**, pursuant to Mississippi Code 21-17-1(2)(a), the City finds that the use of Property for the purpose for which it is to be sold will promote and foster the development and improvement of the community in which it is located and the civic, social, educational, cultural, moral, and economic welfare thereof; and

**WHEREAS**, based on the findings above, the City desires to sell the Property without having to advertise for and accept competitive bids; and

**WHEREAS**, pursuant to Mississippi Code 21-17-1(2)(b)(i), two (2) professional appraisals for the Property were obtained, and the average of the 2 appraisals is Six Hundred Seventy Two Thousand, Five Hundred Dollars and 00/100 (\$672,500.00); and

**WHEREAS**, Trinity will share the equally in the costs associated with acquiring the two (2) appraisals and desires to purchase the Property for the average of the 2 appraisals consistent with the mandates of Mississippi Code 21-17-1(2)(b)(i); and

**WHEREAS**, the City desires to surplus and convey the Property to Trinity for an amount equal to or above \$672,500.00; and

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

1. The City Board does hereby authorize the surplus of the Property and conveyance of the Property to Trinity for an amount equal to or greater than \$672,500.00, which is based on the average of the two (2) professional appraisals as set forth pursuant to Mississippi Code 21-17-1(2)(b)(i).

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2. The Mayor, on behalf of the City, is authorized to sign a letter of intent and negotiate and enter into a contract with Trinity for the conveyance of the Property to Trinity.
3. The Mayor, on behalf of the City, is authorized to sign any and all closing or other documents and take any and action to effectuate the intent of this Resolution.

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

<b>Alderman William Brooks</b>	<b>voted: yes</b>
<b>Alderman Kristian Kelly</b>	<b>voted: yes</b>
<b>Alderman Shirley Beshears</b>	<b>voted: yes</b>
<b>Alderman George Payne</b>	<b>voted: yes</b>
<b>Alderman Joel Gallagher</b>	<b>voted: yes</b>
<b>Alderman Scott Ferguson</b>	<b>voted: yes</b>
<b>Alderman Raymond Flores</b>	<b>voted: yes</b>

RESOLVED AND DONE, this 7<sup>th</sup> day of October, 2014.

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Darren Musselwhite, MAYOR

ATTEST:

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Sheila Heath, CITY CLERK

## EXHIBIT A

### CONTRACT RENEWAL WITH BAKER SERVICES

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

Mr. Manley stated that in 2012, the City entered into a contract with Baker Services and this amendment is the second renewal under the current contract. Mr. Manley stated that the price adjusted for the extended period is \$0.94 per meter and all other terms of the original contract will stay the same. Alderman Gallagher made the motion to approve the contract and authorize the Mayor to sign. Motion was seconded by Alderman Kelly. Motion was put to vote and passed unanimously.

A copy of the contract is attached to these minutes.

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## AMENDMENT NO.1 TO PROCESSING AGREEMENT BETWEEN OFFICIAL PAYMENTS CORP. AND CITY OF SOUTHAVEN

Nick Manley, City Attorney, presented this item to the Board. Mr. Manley stated that this amendment will allow for utility payments to be made at certain kiosks around the City. In addition, it will allow phone payments and will amend some of the pricing that was in the previous contract. Mr. Manley stated that the debit card fee will be \$1.00 and \$2.50 for the credit card payments per payment transaction. Some of the current prices will be reduced for those that pay utility bills via phone, kiosk, or cards. Mr. Chris Shelton, IT and Emergency Communications Director, stated that this amendment will give citizens more options. Kiosks will be available at Minute Man, Walmart, all CVS locations within the City of Southaven. Mr. Shelton added that there will not be any cost extended to the City for this service. Alderman Payne made the motion to approve Amendment No. 1 and authorize the Mayor to sign. Motion was seconded by Alderman Beshears.

Roll Call was as follows:

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

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried on the 7<sup>th</sup> day of October, 2014.

A copy of the Electronic Transaction Processing Agreement and Exhibit A Credit/Debit Card Fee Schedule is attached to these minutes.

## LEASE ADDENDUM BETWEEN CITY OF SOUTHAVEN AND MDES

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

Mr. Manley stated that the original lease agreement between the City of Southaven and MDES had a clause in the contract that stated if federal or state funding was cut, then the lease payment would also be reduced. In 2012, the lease payments were reduced to \$7500.00 per month. Due to the continuation of MDES not receiving federal funds, MDES has requested that the monthly rent of \$7500.00 remain in effect for two years ending September 30, 2016. Mr. Manley stated that the addendum is for two years and allows for the current contract terms. Alderman Payne made the motion to approve the lease addendum and authorize the Mayor to sign. Motion was seconded by Alderman Brooks.

Roll Call was as follows:

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

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried on the 7<sup>th</sup> day of October, 2014.

A copy of the lease addendum agreement is attached to these minutes.

## **TIME AND ATTENDANCE SOFTWARE ACCEPTANCE – KRONOS WORK ORDER AUTHORIZATION**

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

Mr. Manley stated that previously the City requested proposals for Payroll Services and from a time entry standpoint, the proposal from Kronos offers the best software program. Chris Wilson, City Administrator, stated that this will be a paperless timekeeping system, direct deposit will stay in place, and a thumb print will be used instead of a time clock. Mr. Wilson stated that employees will have remote access and will be able to log into their workstation. Alderman Ferguson made the motion to approve the Work Order with Kronos. Motion was seconded by Alderman Kelly.

Roll Call was as follows:

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

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried on the 7<sup>th</sup> day of October, 2014.

A copy of the work authorization is attached to these minutes.

## **CONTRACT WITH A2H FOR MEMA/FEMA COMMUNITY SHELTER**

This contract with A2H is for the second phase of the community shelter. Mr. Manley stated that at this time, it appears that the project and engineering fees for design will be eligible for reimbursement based on it being a service and the initial feedback from MEMA/FEMA. The cost of the design contract with A2H is

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\$64,900.00. Mr. Manley stated that approval is needed to move forward to get the design and bidding documents to prepare to go to bid with the project. Mr. Manley further stated that the grant money needs to be spent by December 2015 for the construction phase. Alderman Flores made the motion to approve the contract with A2H for the MEMA/FEMA Community Shelter. Motion was seconded by Alderman Brooks.

Roll Call was as follows:

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

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried on the 7<sup>th</sup> day of October, 2014.

A copy of the Professional Services Contract Amendment is attached to these minutes.

## PROFESSIONAL SERVICES AGREEMENT FOR INSURANCE

Chris Wilson, City Administrator, presented this item to the Board.

Mr. Wilson stated that he and Mayor Musselwhite reviewed and interviewed several Broker services for healthcare coverage for the upcoming fiscal year 2015. Mr. Wilson stated that it is his recommendation to accept the professional services agreement with Holland Insurance. Mr. Wilson stated that there will be substantial savings for the City and employees. Employees will have more options to choose from with deductibles, network, and will have cost savings with dependent care, vision, and dental coverage. Mr. Wilson also reported that the City will benefit from a total cost savings of \$100,000 to \$114,000 per year. Mr. Wilson stated that the focus on changing health care coverage was on how to best serve the City and employees. Alderman Flores made the motion to approve the Professional Services Agreement with Holland Insurance. Motion was seconded by Alderman Gallagher.

Roll Call was as follows:

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

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Alderman Ferguson	YES
Alderman Flores	YES

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried on the 7<sup>th</sup> day of October, 2014.

A copy of the Professional Services Agreement is attached to these minutes.

## **RESOLUTION TO ACCEPT DONATION FROM CHATEAU POINTE HOA**

### **RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI AUTHORIZING THE CITY TO ACCEPT DONATION FROM CHATEAU POINTE HOMEOWNER'S ASSOCIATION**

**WHEREAS**, Chateau Pointe Homeowner's Association ("Chateau Pointe") has donated an OASE, Model 82741, 230 Volts, 2HP phase 1 Fountain Pump ("Pump") to the City of Southaven Parks Department, and

**WHEREAS**, the Mayor and Board of Aldermen are desirous of accepting the donation from Chateau Pointe; and

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

1. The donation of the Pump from Chateau Pointe to the City of Olive Southaven Parks Department, be, and the same is hereby approved and accepted.
2. The City shall inventory and label the Pump pursuant to Mississippi State law.

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

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

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Alderman Raymond Flores

voted: YES

RESOLVED AND DONE, this 7th day of October, 2014.

Darren Musselwhite, MAYOR

ATTEST:

CITY CLERK

## RESOLUTION TO ADOPT PROCUREMENT CARD POLICY

### **RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI ADOPTING PROCURMENT CARD POLICY**

**WHEREAS**, the City of Southaven ("City") pursuant to Mississippi Code Section 31-7-9(1)(b), the Mississippi Department of Finance, Office of Purchasing, Travel and Fleet Management has adopted purchasing regulations governing the use of procurement cards used by governing authorities municipalities; and

**WHEREAS**, the City desires to procure a procurement card to be utilized in accordance with the Mississippi Code and regulations promulgated by the Mississippi Department of Finance; and

**WHEREAS**, the procurement cards will assist the City with expenditures for small purchases of commodities, repairs or services which are bona fide needs of the City as the minimum policy and procedures established by the Office of Purchasing and Travel will be followed; and

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

**SECTION 1.** Pursuant to Mississippi Code 31-7-9(1)(b), the City Clerk is authorized to procure two (2) procurement cards for the Clerk's Office and City IT Department.

**SECTION 2.** The City hereby adopts the Procurement Card Regulations as set forth in Exhibit A to this Resolution.

**SECTION 3.** The use of the procurement card shall be done in complete and strict adherence to the regulations set forth by the Mississippi Department of Finance and all regulations attached hereto as Exhibit A.

**SECTION 4.** On behalf of the City, the Mayor, the City Clerk or their designee are authorized to take all actions to effectuate the intent of this Resolution.

Following the reading of the foregoing resolution, Alderman Flores made the motion to adopt the Resolution and Alderman Ferguson seconded the motion for

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its adoption. The Mayor put the question to a roll call vote and the result was as follows:

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

RESOLVED AND DONE, this 7th day of October, 2014.

\_\_\_\_\_  
DARREN MUSSELWHITE, MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

A copy of the Procurement Card Guidelines is attached to these minutes.

**RESOLUTION AUTHORIZING MAYOR TO SIGN CHANGE  
ORDER NO.1 – HURRICANE CREEK SEWER PROJECT –  
PHASE 3**

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

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

**WHEREAS**, it has been recommended by the City Engineers and Project consulting engineers to allow for an open trench in lieu of a directional boar for the Project at one location for the Project and a directional boar in lieu of an open trench for the Project at a different location, with such details and cost being set forth in Exhibit A; and

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**WHEREAS**, it has been recommended by the City Engineers and Project consulting engineers to allow for adjustments to be made in the materials needed for the Project as more fully set forth in Exhibit A; and

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

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

1. Pursuant to Mississippi Code 31-7-13(g), the Change Order No. 1 for the Project is not a new undertaking or outside the original scope of the contract and is commercially reasonable and not being done to circumvent the public purchasing statutes, the City Board approves the Change Order in the amount of \$6,747.19
2. The Mayor is authorized to take all actions to effectuate the intent of this Board Order.

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

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

ORDERED AND DONE, this 7th day of October, 2014.

\_\_\_\_\_  
DARREN L. MUSSELWHITE, MAYOR

# Minutes, City of Southaven, Southaven, Mississippi

ATTEST:

\_\_\_\_\_  
CITY CLERK

A copy of the Change Order Summary Letter and Contract Change Order is attached to these minutes.

## **RESOLUTION APPROVING CHANGE ORDER & AUTHORIZING MAYOR TO SIGN CHANGE ORDER NO.2 - DEER CREEK LANE DRAINAGE EPROJECT**

### **RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI APPROVING CHANGE ORDER AND AUTHORIZING THE MAYOR TO SIGN THE CHANGE ORDER NO. 2 FOR THE DEER CREEK LANE DRAINAGE PROJECT**

**WHEREAS**, the City of Southaven ("City"), pursuant to Mississippi Code Section 31-7-13, previously solicited bids for the Deer Creek Drainage Project ("Project") whereby Dixieland Contractors, Inc ("Dixieland") was the low bid; and

**WHEREAS**, it has been recommended by the City Engineers and City Engineering representatives that quantity adjustments for materials was required for the Project; and

**WHEREAS**, based on the recommendation of the respective engineers, the City desires to revise the quantity adjustments for the materials and allow for the work for the inadequate subsurface soils; and

**WHEREAS**, pursuant to Mississippi Code 31-7-13(g), the City finds that the Change Order for the Project is necessary and better serves the purpose of the City and the change order will be done in a commercially reasonable manner and is not being done to circumvent the public purchasing statutes; and

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

3. Pursuant to Mississippi Code 31-7-13(g), the Change Order No. 1 for the Project is not a new undertaking or outside the original scope of the contract and is commercially reasonable and not being done to circumvent the public purchasing statutes, the Mayor is authorized to

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sign the change order in the amount of \$8,504.20.

4. The Mayor is authorized to take all actions to effectuate the intent of this Board Order.

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

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

ORDERED AND DONE, this 7th day of October, 2014.

A copy of the Change Order is attached to these minutes.

## ACCEPTANCE OF BIDS FOR SNOWDEN GROVE AMPHITHEATRE ENCLOSURE

Mayor Musselwhite stated that there are some additional details that need to be discussed before taking any action on this item and that it will be ready for the next meeting.

## PLANNING COMMISSION REAPPOINTMENT, WARD 2

Alderman Beshears made a motion to appoint Guy Cain as Planning Commissioner for Ward 2. Motion was seconded by Alderman Flores.

Roll Call was as follows:

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

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried on the 7<sup>th</sup> day of October, 2014.

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## REQUEST FOR DONATION OF THE SOUTHAVEN ARENA BY JROTC FOR AWARDS BANQUET ON DECEMBER 12, 2014

Alderman Beshears made the motion to approve the request for donation. Motion was seconded by Alderman Flores.

Roll Call was as follows:

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

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried on the 7<sup>th</sup> day of October, 2014.

## RESOLUTION GRANTING AUTHORITY TO CLEAN PRIVATE PROPERTY

### RESOLUTION GRANTING AUTHORITY TO CLEAN PRIVATE PROPERTY

**WHEREAS**, the governing authorities of the City of Southaven, Mississippi, have received numerous complaints regarding the parcel of land located at the following address, to-wit: **8281 Concord Cove, 9109 Highway 51, 7356 Green cliff Cove, 5467 Peach Trail Drive, 8530 Highway 301, 8801 Five Oaks Drive West, 2906 North Hartland Drive, 2395 Greycliff Drive, 4430 Native Son Drive, 98 Stonebrook Cove, 953 Woodburne Place, 4781 Rosewood Cove, 1839 Roy Drive, 8140 Martin Drive, 1610 Wilborne Road**, to the effect that the said parcel of land has been neglected whereby **the grass height is in violation and there exist other unsafe conditions** and that the parcel of land in the present condition is deemed to be a menace to the public health and safety of the community.

**WHEREAS**, pursuant to Section 21-19-11 of the Mississippi Code Annotated (1972), the governing authorities of the City of Southaven, Mississippi, provided the owners of the above described parcel of land with notice of the condition of their respective parcel of land and further provided them with notice of a hearing before the Mayor and Board of Aldermen on **Tuesday, October 7, 2014**, by United States mail and by posting said notice, to determine whether or not the said parcel of land were in such a state of uncleanness as to be a menace to the public health and safety of the community.

**WHEREAS**, none of the owners of the above described parcel of land appeared at the meeting of the Mayor and Board of Aldermen on **Tuesday, October 7, 2014**, to voice objection or to offer a defense.

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**NOW, THEREFORE, BE IT HEREBY RESOLVED**, by the Mayor and Board of Alderman of the City of Southaven, Mississippi, that the above described parcel of land located at: **8281 Concord Cove, 9109 Highway 51, 7356 Greencliff Cove, 5467 Peach Trail Drive, 8530 Highway 301, 8801 Five Oaks Drive West, 2906 North Hartland Drive, 2395 Greencliff Drive, 4430 Native Son Drive, 98 Stonebrook Cove, 953 Woodburne Place, 4781 Rosewood Cove, 1839 Roy Drive, 8140 Martin Drive, 1610 Wilborne Road** is deemed in the existing condition to be a menace to the public health and safety of the community.

**BE IT FURTHER RESOLVED** that the City of Southaven shall, if the owners of the above described parcel of land do not do so themselves, immediately proceed to clean the respective parcel of land, by the use of municipal employees or by contract, by cutting weeds and grass and removing rubbish and other debris. Following the reading of this Resolution, it was introduced by Alderman Brooks and seconded by Alderman Kelly. The Resolution was then put to a roll call vote and the results were as follows, to-wit:

<b>ALDERMAN</b>	<b>VOTED</b>
Alderman William Brooks	YES
Alderman Kristian Kelly	YES
Alderman Shirley Beshears	YES
Alderman George Payne	YES
Alderman Joel Gallagher	YES
Alderman Scott Ferguson	YES
Alderman Raymond Flores	YES

The Resolution, having received a majority vote of all Aldermen present, was declared adopted on this, the **7th day of October, 2014**.

**CITY OF SOUTHAVEN, MISSISSIPPI**

BY:

\_\_\_\_\_  
**DARREN MUSSELWHITE**  
**MAYOR**

ATTEST:

\_\_\_\_\_  
**SHEILA HEATH**  
**CITY CLERK**

(S E A L)

**PLANNING AGENDA**

# Minutes, City of Southaven, Southaven, Mississippi

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

**ITEM #1** Application by Ben Smith for Subdivision approval of Gray Estates, Section B, south of Church Road on the west side of Davis Road

Mrs. Choat-Cook stated that this application request will encompass approximately ten (10) acres with eight (8) lots, with the square footage set at 2600 heated square feet. Mrs. Choat-Cook stated that this application does comply with the 2020 Comprehensive Plan for this area. Alderman Flores made the motion to approve the application. Motion was seconded by Alderman Ferguson. Motion was put to vote and passed unanimously.

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

**ITEM #2** Application for a Conditional Use permit for a beauty shop to be located in the Shops of Cobblestone on the south side of Goodman Road, east of Snowden Lane

Mrs. Choat-Cook stated that this application is for a beauty shop to be located at 3451 Goodman Road in an existing shopping center. The applicant has met the half mile (1/2) radius rule from other salons and is compliant. Mrs. Choat-Cook stated that staff recommends approval of a one (1) year conditional use permit with a four (4) year extension to be renewed annually. Alderman Ferguson made the motion to approve the conditional use permit. Motion was seconded by Alderman Payne. Motion was put to vote and passed unanimously.

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

## MAYOR'S REPORT

Mayor Musselwhite reminded everyone that the new website is up and running and encouraged everyone to sign up for the Mayor's Report for updates.

Mayor Musselwhite reported that CNN Money Magazine just published a report on the 500 best places to live in the U.S. in 2014 and Southaven was included on that list. They ranked the top 50, and then named all the rest. Fifty (50) factors were used to determine the best cities specifically naming local economy, housing market, schools, healthcare, and public safety as key components of the study.

## CITIZEN'S AGENDA

No Citizen's Agenda

## PERSONNEL DOCKET

Personnel  
Docket  
October 7,  
2014

<u>Payroll</u>	<u>Position</u>	<u>Department</u>	<u>Start Date</u>	<u>Rate of Pay</u>
----------------	-----------------	-------------------	-------------------	--------------------

# Minutes, City of Southaven, Southaven, Mississippi

<b>Additions</b>				
Reaves Easley	P/T Golf Course	Parks and Recreation - 411	October 8, 2014	\$9.40

<b>Payroll Adjustments</b>	<b>Previous Classification</b>	<b>New Classification</b>	<b>Effective Date</b>	<b>Proposed Rate of Pay</b>
Raleigh Sprouse	Firefighter III	Fire Dept Driver	September 9, 2014	\$15.88
Tyler Brown	Seasonal Laborer	Parks Laborer	October 8, 2014	\$11.00
Corey Jones	Seasonal Laborer	Parks Laborer	October 8, 2014	\$11.00
Derek Jones	Seasonal Laborer	Parks Laborer	October 8, 2014	\$11.00
Kendall Maxwell	Seasonal Laborer	Parks Laborer	October 8, 2014	\$11.00
Terry Locke	P/T Golf Course	Parks Lead Man	October 8, 2014	\$12.50
James Blann	Driver/Paramedic	Fire Lieutenant	October 9, 2014	\$17.92

<b>Employee Name</b>	<b>Department</b>	<b>Action Taken</b>	<b>Effective Date</b>	<b>With/Without Pay</b>
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<b>Payroll Deletions</b>	<b>Position</b>	<b>Department</b>	<b>Termination Date</b>	<b>Rate of Pay</b>
Amy Hammond	Crossing Guard	Police - 211	Rejected Job Offer	\$9.00
Zylavian Watley	Planning Intern	Planning & Engineering - 180	September 5, 2014	\$10.00
Brenda Rogers	Crossing Guard	Police - 211	September 12, 2014	\$9.00
James Baker	Seasonal Laborer	Parks and Recreation - 411	September 15, 2014	\$8.00
Ulysses Noel	Seasonal Laborer	Parks and Recreation - 411	September 15, 2014	\$8.00
Tasha Robinson	Dispatcher II	Police - 211	September 19, 2014	\$18.74
Phillip Knight	Seasonal Laborer	Parks and Recreation - 411	September 22, 2014	\$8.00
Charles Spencer	Seasonal Laborer	Parks and Recreation - 411	September 22, 2014	\$8.00
Brandon Seals	Seasonal Laborer	Parks and Recreation - 411	September 22, 2014	\$8.00
Justin Heard	Seasonal Laborer	Parks and Recreation - 411	September 22, 2014	\$8.00
Dylan Rutledge	Seasonal Laborer	Parks and Recreation - 411	September 22, 2014	\$8.00
William McDonald	Lieutenant	Fire - 290	September 24, 2014	\$17.92

Alderman Brooks made the motion to approve the Personnel Docket of October 7, 2014 as presented to this Board. Motion was seconded by Alderman Kelly. The motion was put to vote and passed unanimously.

# Minutes, City of Southaven, Southaven, Mississippi

## CITY ATTORNEY'S LEGAL UPDATE

Mr. Nick Manley, City Attorney presented the City Attorney's Legal Update.

Nick Manley presented the maintenance contract with Overall Chemical Company. It was an original 45 day contract and the 45 days has expired. Public Works is requesting an additional 45 day contract with Overall Chemical Company while it continues to evaluate long-term options for the maintenance. After discussion, a motion was made by Alderman Gallagher and seconded by Alderman Flores to approve an additional 45 day contract and allow for the Mayor to sign. The vote to approve was unanimous.

A copy of the Letter of Agreement to serve as the Contract is attached to these minutes.

Nick Manley explained that NRCS has determined that some erosion issues exist in certain locations in the City, including Tchulahoma and Church Road, which constitute an emergency. NRCS is going to provide federal money for the repair of these issues provided an MOU is signed by the City. Mr. Manley noted to the Board that the MOU is forthcoming and that Dan Cordell and he will review once it is received. However, it is anticipated that the MOU will be available before the next meeting and that the funds provided pursuant to the MOU will need to be executed quickly based on the NRCS guidelines. Thus, Mr. Manley asked for approval for the Mayor to sign the MOU upon receipt. A motion was made by Alderman Flores and seconded by Alderman Ferguson to allow for the Mayor to sign the MOU with NRCS upon receipt. The vote to approve was unanimous.

## OLD BUSINESS

No Old Business

## CLAIMS DOCKET

A motion was made by Alderman Payne to approve the Claims Docket of October 7, 2014, for Fiscal Year 2014, including demand checks and payroll in the amount of \$1,799,156.23. Motion was seconded by Alderman Flores.

### **Excluding voucher numbers:**

227575, 227635, 227681, 227924, 227925, 227938, 227960, 228055, 228071, 228116, 228117, 228118, 228121, 228122, 228123, 228136, 228136, 228137, 228225, 228227, 228244, 228326, 228442, 228443, 228485, 228512, 228613, 228639, 228648.

Roll call was as follows:

ALDERMAN

VOTED

Alderman Brooks

YES

# Minutes, City of Southaven, Southaven, Mississippi

Alderman Kelly	YES
Alderman Beshears	YES
Alderman Payne	YES
Alderman Gallagher	YES
Alderman Ferguson	YES
Alderman Flores	YES

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried and approved for payment on the 7<sup>th</sup> day of October, 2014.

A motion was made by Alderman Payne to approve the Claims Docket of October 7, 2014, for Fiscal Year 2015, including demand checks and payroll in the amount of \$2,121,211.13. Motion was seconded by Alderman Flores.

Roll call was as follows:

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

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried and approved for payment on the 7<sup>th</sup> day of October, 2014.

## EXECUTIVE SESSION

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

There being no further business to come before the Board of Aldermen, a Motion was made by Alderman Flores to adjourn. Motion was seconded by Alderman Ferguson. Motion was put to a vote and passed unanimously, October 7, 2014 at 8:20 p.m.

\_\_\_\_\_  
Darren Musselwhite,  
Mayor

\_\_\_\_\_  
Sheila Heath, City Clerk

(Seal)

# Minutes, City of Southaven, Southaven, Mississippi

## RESOLUTION OF THE CITY OF SOUTHAVEN TO SURPLUS REAL PROPERTY, SOUTHAVEN PERFORMING ARTS CENTER, AND DISPOSE IN ACCORDANCE WITH MISSISSIPPI CODE 21-17-1

**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**, the City previously purchased the property currently known as the "City of Southaven Performing Arts Center" (the "Property") on December 1, 2005, with such deed evidencing purchase of the Property filed with the Chancery Clerk's Office at Book 516 Page 199 and attached hereto as Exhibit A; and

**WHEREAS**, pursuant to Mississippi Code 21-17-1(2)(a), the City finds that the Property is no longer needed for City or related purposes and is not to be used in the operation of the City; and

**WHEREAS**, despite the Property not being needed for City or related purposes, the City has incurred significant expenses maintaining the Property since its purchase in December of 2005; and

**WHEREAS**, the conveyance of the Property is in the best interest of the City and its residents as it allows for the City to reduce expenses associated with the Property; and

**WHEREAS**, Trinity Baptist Church of Southaven, Inc. ("Trinity") desires to purchase the Property from the City; and

**WHEREAS**, pursuant to Mississippi Code 21-17-1(2)(a), the City finds that the sale of the Property by seeking bids for the Property is not necessary or desirable for the financial welfare of the City; and

**WHEREAS**, pursuant to Mississippi Code 21-17-1(2)(a), the City finds that the use of Property for the purpose for which it is to be sold will promote and foster the development and improvement of the community in which it is located and the civic, social, educational, cultural, moral, and economic welfare thereof; and

**WHEREAS**, based on the findings above, the City desires to sell the Property without having to advertise for and accept competitive bids; and

**WHEREAS**, pursuant to Mississippi Code 21-17-1(2)(b)(i), two (2) professional appraisals for the Property were obtained, and the average of the 2 appraisals is Six Hundred Seventy Two Thousand, Five Hundred Dollars and 00/100 (\$672,500.00); and

**WHEREAS**, Trinity will share the equally in the costs associated with acquiring the two (2) appraisals and desires to purchase the Property for the average of the 2 appraisals consistent with the mandates of Mississippi Code 21-17-1(2)(b)(i); and

# Minutes, City of Southaven, Southaven, Mississippi

**WHEREAS**, the City desires to surplus and convey the Property to Trinity for an amount equal to or above \$672,500.00; and

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

1. The City Board does hereby authorize the surplus of the Property and conveyance of the Property to Trinity for an amount equal to or greater than \$672,500.00, which is based on the average of the two (2) professional appraisals as set forth pursuant to Mississippi Code 21-17-1(2)(b)(i).
2. The Mayor, on behalf of the City, is authorized to sign a letter of intent and negotiate and enter into a contract with Trinity for the conveyance of the Property to Trinity.
3. The Mayor, on behalf of the City, is authorized to sign any and all closing or other documents and take any and action to effectuate the intent of this Resolution.

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

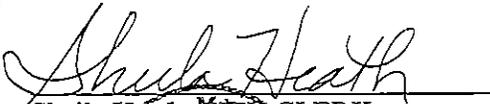
Alderman William Brooks	voted: yes
Alderman Kristian Kelly	voted: yes
Alderman Shirley Beshears	voted: yes
Alderman George Payne	voted: yes
Alderman Joel Gallagher	voted: yes
Alderman Scott Ferguson	voted: yes
Alderman Raymond Flores	voted: yes

RESOLVED AND DONE, this 7<sup>th</sup> day of October, 2014.



Darren Musselwhite, MAYOR

ATTEST:

  
Sheila Heath, CITY CLERK

# Minutes, City of Southaven, Southaven, Mississippi

EXHIBIT A

# Minutes, City of Southaven, Southaven, Mississippi

12/08/05 9:58:18  
BK 516 PG 199  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

STATE OF MISSISSIPPI

COUNTY OF DESOTO

## SUBSTITUTED TRUSTEE'S DEED

WHEREAS, on February 27, 1998, SPIRIT OF LIFE CHURCH, INC., executed a certain Deed of Trust to JAMES E. WOODS, TRUSTEE for the benefit of the BANK OF MISSISSIPPI n/k/a BANCORPSOUTH BANK, which Deed of Trust is of record, in the Office of the Chancery Clerk of DeSoto County, Mississippi in Book 982, Page 657; and

WHEREAS, BANCORPSOUTH BANK having substituted ERIC L. SAPPENFIELD as Trustee in place and lieu of JAMES E. WOODS, by instrument dated November 29, 2004, and recorded in the Chancery Clerk of DeSoto County, Mississippi, in Book 2122, Page 450; and

WHEREAS, Living Hope Church, Inc., f/k/a Spirit of Life Church, Inc., conveyed its interest in the below described property unto Greater Love Church Ministries by Warranty Deed recorded in Book 415, Page 607, in the Chancery Court of DeSoto County, Mississippi.

WHEREAS, an Agreed Order Providing for Adequate Protection dated May 10, 2005 was entered In the United States Bankruptcy Court for the Northern District of Mississippi, No. 05-10526, Chapter 11.

WHEREAS, default having been made in the terms and conditions of said Deed of Trust and the entire debt secured thereby having been declared to be due and payable in accordance with the terms of said Deed of Trust, BANCORPSOUTH BANK, the legal holder of said indebtedness, having requested the undersigned Substituted Trustee to execute the trust and sell said land and property in accordance with the terms of said

# Minutes, City of Southaven, Southaven, Mississippi

BK 516 PG 200

DESOTO TIMES, a newspaper published and generally circulated in DeSoto County, Mississippi, for four consecutive weeks preceding the date of the sale. The first notice publication appeared November 9, 2005 and subsequent notices appeared on November 16, 2005, November 23, 2005, and November 30, 2005. Proof of publication is attached hereto and incorporated herein by reference as Exhibit "A".

WHEREAS, on December 1, 2005, at the East Door of the County Courthouse of DeSoto County, Hernando, Mississippi, commencing at 11:00 A.M., I the undersigned Substituted Trustee did offer for sale and sell said property for cash to the highest bidder the following described property, lying and being situated in DeSoto County,

Mississippi, to wit:

Land lying and being situated in Sections 22 and 27, Township 1 South, Range 8 West, DeSoto County, Mississippi, being more particularly described as follows, to wit:

Parcel I: Church site in Section J, Southaven West Subdivision, situated in Sections 22 and 27, Township 1 South, Range 8 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 4, Pages 2-3 in the Office of the Chancery Clerk of DeSoto County, Mississippi, described as follows: Beginning at a point in the westerly line of Cherry Valley Boulevard at the beginning of a 20 foot radius curve, said curve connecting the westerly line of Cherry Valley Boulevard with the southerly line of Colonial Hills Drive; thence southwardly along the westerly line of Cherry Valley Boulevard 495.41 feet to a point; thence west at an interior angle of 90 degrees 419.62 feet to a point in the southeasterly line of Lot 2170 of said subdivision; thence northeastwardly along the southeasterly line of said Lot 2170 a distance of 75.74 feet to a point at the northeast corner of said Lot 2170; thence northwardly 83.51 feet to a point at the northeast corner of Lot 2171 of said subdivision; thence north 83.51 feet to a point at the northeast corner of Lot 2172 of said subdivision; thence northeastwardly 54.68 feet to a point at the southwest corner of Lot 2176 of said subdivision; thence eastwardly 195.0 feet to a point at the southeast corner of Lot 2178 of said subdivision; thence northwardly 130.0 feet to a point in the southerly line of Colonial Hills Drive at the northeast corner of said Lot 2178; thence eastwardly along the southerly line of Colonial Hills Drive 155.39 feet to a point at the end of said 20 feet radius curve; thence southeastwardly along the arc of said curve 31.42 feet to a point of beginning, containing 3.45 acres as reflected on survey of Pigott and Porter, Engineers, dated August 18, 1965.

Parcel II: Lots 2177 and 2178, Section J of Southaven West Subdivision. in

# Minutes, City of Southaven, Southaven, Mississippi

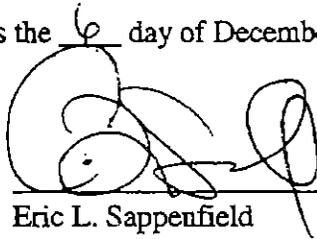
EK 516 PG 201

amount of \$797,927.74, and this being the highest and best bid, said City of Southaven, Mississippi, was declared the successful bidder and the same was then and there struck off to said City of Southaven, Mississippi.

NOW THEREFORE, in consideration of the premises and in consideration of the price and sum of \$797,927.74, cash in hand paid, receipt of which is hereby acknowledged, I, the undersigned Substituted Trustee, do hereby sell and convey unto the City of Southaven, Mississippi, the land and property above described, together with all improvements thereon.

Title to this property is believed to be good, but I will convey only such title as is vested in me as Substituted Trustee.

WITNESS MY SIGNATURE this the 6 day of December, 2005.

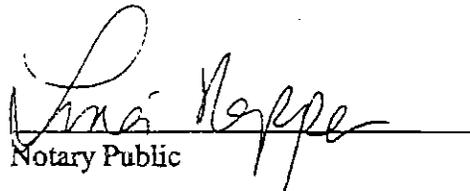


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Eric L. Sappenfield  
Substituted Trustee

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

PERSONALLY appeared before me the undersigned authority in and for the said county, and state, on this 6<sup>th</sup> day of December, 2005, within my jurisdiction, the within named ERIC L. SAPPENFIELD, who acknowledged that he is Substituted Trustee of BANCORPSOUTH BANK, and that in said representative capacity he executed the above and foregoing instrument, after first having been duly authorized so to do.



---

Notary Public

My Commission Expires:  
March 17, 2006

# Minutes, City of Southaven, Southaven, Mississippi

BK 516 PG 202

**GRANTOR'S ADDRESS:**

6858 Swinnea Road  
5 Rutland Place,  
Southaven, MS 38671  
wk: 662-349-3436  
hm: n/a

**GRANTEE'S ADDRESS**

8710 Northwest Drive  
Southaven, MS 38671  
wk: 662-393-6939  
hm: n/a

This instrument prepared by:  
Eric L. Sappenfield  
Attorney at Law  
6858 Swinnea Road  
#5 Rutland Place  
Southaven, MS 38671  
662-349-3436

foreclosures/10961std

# Minutes, City of Southaven, Southaven, Mississippi

BK 516 PG 203



## PROOF OF PUBLICATION

THE STATE OF MISSISSIPPI  
COUNTY OF DESOTO

Diane Smith personally appeared before me the undersigned in and for said County and State and states on oath that she is the CLERK of the DeSoto Times Today, a newspaper published in the town of Hernando, State and County aforesaid, and having a general circulation in said county, and that the publication of the notice, a copy of which is hereto attached, has been made in said paper 4 consecutive times, as follows, to-wit:

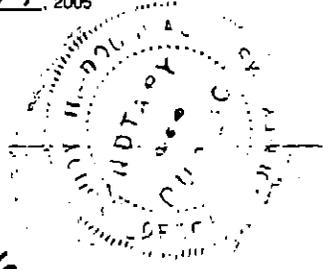
Volume No. 110 on the 9 day of Nov. 2005  
 Volume No. 110 on the 16 day of Nov. 2005  
 Volume No. 110 on the 23 day of Nov. 2005  
 Volume No. 110 on the 30 day of Nov. 2005  
 Volume No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 2005

Diane Smith

Sworn to and subscribed before me, this 30 day of Nov. 2005

By Judy A. Douglas

NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE  
 MY COMMISSION EXPIRES: JANUARY 16, 2009  
 BONDED THRU DIXIE NOTARY SERVICE, INCORPORATED



A. Single first insertion of 788 words @ .12 \$ 94.56  
 B. 3 subsequent insertions of 2,364 words @ .10 \$ 236.40  
 C. Making proof of publication and depositing to same \$ 3.00  
 TOTAL PUBLISHER'S FEE: \$ 333.96

TRUSTEES OF THE DEED OF SALE OF THE LIFE CHURCH, INC., and a certain Deed of Trust for the benefit of the DEPT SOUTH BANK which of the Chancery Clerk of the County, Mississippi in 192, Page 607; and AS, SANCORP SOUTH has heretofore used ERIC L. ENFIELD as Trustee in and for JAMES E. WOODS by instrument dated 12/25/2004, and in the office of the Chancery Clerk of DeSoto County, Mississippi in Book Page 150; and AS, Living Hope Church, First Baptist Church, and First United Methodist Church in Low Church Ministries, Inc. Deed recorded in page 418, to the Court of DeSoto County, Mississippi AS, an Agreed Order for Adequate Provision in the United States District Court for the District of Mississippi, Case No. 03-10623, Chapter 11. AS, default having been in the terms and conditions of Deed of Trust and the deed secured thereby I have declared to be due payable in accordance with the terms of said Deed of Trust, ORP SOUTH BANK, the holder of said deed, having requested undersigned Substituted Trustee to execute the trust and add land and property in accordance with the terms of said Deed of Trust and for the purpose of raising the sums due under, together with any late fees, trustee fees and costs of sale. WHEREFORE, I, ERIC L. ENFIELD, SUBSTITUTED TRUSTEE, under the provisions of the authority vested upon me in the terms of said Deed of Trust, will on the 1st day of November, 2005 commencing at 10:00 A.M., at the office of the County Court House in DeSoto County, Mississippi, offer for sale and sell property for cash to the highest bidder, the following described property, being and situated in DeSoto County, Mississippi, being more fully described as follows:

Parcel I: Church site in Section J, Southaven West Subdivision, situated in Sections 22 and 27, Township 1 South, Range 8 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 4, Pages 2-9 in the Office of the Chancery Clerk of DeSoto County, Mississippi, described as follows: Beginning at a point in the westerly line of Cherry Valley Boulevard at the beginning of a 20 foot radius curve, said curve connecting the westerly line of Cherry Valley Boulevard with the southerly line of Colonial Hills Drive, thence southwardly along the westerly line of Cherry Valley Boulevard 405.41 feet to a point; thence west at an interior angle of 90 degrees 419.62 feet to a point in the southeasterly line of Lot 2170 of said subdivision; thence northwardly along the southeasterly line of said Lot 2170 a distance of 75.74 feet to a point at the northeast corner of said Lot 2170; thence northwardly 63.51 feet to a point at the northeast corner of Lot 2171 of said subdivision; thence north 83.51 feet to a point at the northeast corner of the said subdivision; thence north easterly 54.88 feet to a point at the southeast corner of Lot 2178 of said subdivision; thence north easterly 33.3 feet to a point in the southerly line of Colonial Hills Drive at the northeast corner of said Lot 2178; thence easterly along the southerly line of Colonial Hills Drive 155.36 feet to a point at the end of said 20 foot radius curve; thence southeasterly along the line of said curve 31.45 feet to a point of beginning, containing 3.46 acres, as shown on a survey of Pigot and Porter, Engineers, dated August 18, 1986.

Parcel II: Lots 2177 and 2178, Section J of Southaven West Subdivision, in Sections 22 and 27, Township 1 South, Range 8 West, as per plat thereof recorded in Plat Book 4, Pages 2 and 3, in the office of the Chancery Clerk of DeSoto County, Mississippi.

The undersigned Substituted Trustee will convey only such title as is vested in him by virtue of the above described Deed of Trust.

WITNESS MY SIGNATURE this 8 day of November, 2005.  
 Eric L. Sapperfield, MS BAR #1212  
 Substituted Trustee  
 8888 Swinnee Road  
 5 Rutland Place  
 Southaven, MS 38671  
 662-348-3439  
 Publication Dates:  
 November 9, 2005  
 November 16, 2005  
 November 23, 2005  
 November 30, 2005

the Square- Hernando, MS 38632 • 662.429.6397 • Fax: 662.429.5229

# Minutes, City of Southaven, Southaven, Mississippi



Utility Specialist  
Telco  
Power Distribution  
CATV  
CAD Drafting  
Land-Based Mapping  
Project Mgmt.  
Design & Build  
Capabilities

## CONTRACT SOUTHAVEN AND BAKER SERVICE CO.

### Contract Amendment

In accordance with the CONTRACT TERMS in the original contract between the City of Southaven (Owner) and Baker Services, Co. (Contractor) dated October 17, 2012, the contract terms are to be extended for one year through October 17, 2015. The price adjusted by the CPI as stated in the Contract Terms for the extended period is \$0.94 per meter. All other terms of the original contract remain the same. This is the second renewal under the current contract.

A handwritten signature in cursive script, appearing to read "Darren Musselwhite", written over a horizontal line.

Darren Musselwhite  
Mayor – City of Southaven

10-9-14

Date

A handwritten signature in cursive script, appearing to read "Charlie Lavender", written over a horizontal line.

Charlie Lavender  
Vice President – Baker Services, Co.

9/23/14

Date

# Minutes, City of Southaven, Southaven, Mississippi

## Amendment No. 1 to Electronic Transaction Processing Agreement Between Official Payments Corporation And City of Southaven, MS

This Amendment No. 1 ("Amendment") is agreed to by and between **City of Southaven, MS** ("Agency") and **Official Payments Corporation** ("OPC"), and is made a part of the Electronic Transaction Processing Agreement between the parties dated as of **November 2, 2012** ("Agreement"). The terms of this Amendment shall be effective as of **October 1, 2014** ("Amendment Effective Date"). Unless otherwise defined herein, capitalized terms used in this Amendment shall have the meaning as those used in the Agreement and incorporated by reference; the term "Client" as used herein shall refer to the other party to the Agreement, regardless of whether the Agreement referred to that entity as "Agency", "Customer," or "University" or any other term. "Customer" as used herein shall refer to the person or entity making the payment (hereinafter "Payment"), regardless of whether the Agreement referred to that person or entity as "Patron" or any other term. In the event of any conflicts or inconsistencies between the provisions of this Amendment and the Agreement and/or any addenda thereto, the provisions of this Amendment shall prevail. The remainder of the Agreement shall remain in full force and effect, unamended.

The parties hereby agree that the Agreement is amended as follows:

1. Wherever the word "convenience fee" or "Convenience Fee" appears in the Agreement, the same shall be replaced with the word "service fee" or "Service Fee", as applicable.
2. Section 6.1 "Term" is deleted and replaced with the following: "This Agreement shall be effective upon the date of full execution of the Agreement and has an initial term of four (4) years ("Initial Term"). This Agreement shall automatically renew for successive one year periods (a "Renewal Term"), unless either party provides written notification to the other party of its decision not to renew this Agreement no later than 90 days prior to the end of the then current term."
3. As of the Amendment Effective Date, or as soon thereafter as the parties can complete procedural steps to implement changes, Exhibit A Electronic Check Fee Schedule and Exhibit B Credit/Debit Card Fee Schedule are replaced with the new Exhibit A Credit/Debit Card Fee Schedule attached hereto and incorporated herein by reference.
4. Section 11 "Indemnification" is deleted and replaced with the following: "INTENTIONALLY OMITTED" "
5. Section 12 "Limitation of Liability" is amended to add the following language to the beginning of the section: "To the extent allowed by Mississippi law..."
6. OPC's notice addresses in Section 14.6 are deleted and replaced with the following:

Notices to OPC shall be sent to:

Chief Executive Officer  
Official Payments Corporation  
705 Westech Drive  
Norcross, GA 30092

With a copy to: General Counsel, same address

In all other respects, the Agreement remains unchanged. Any change to this Amendment by or at the direction of Agency, following OPC's signature hereof and prior to receipt by OPC of a fully-executed identical copy hereof, which is not expressly ratified by OPC in writing within three (3) calendar days of the date of OPC's signature shown below, shall render this Amendment null and void ab initio and OPC shall be relieved automatically of all obligations hereunder.

# Minutes, City of Southaven, Southaven, Mississippi

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Amendment Effective Date.

AGREED AND ACCEPTED AGREED AND ACCEPTED

Official Payments Corporation

City of Southaven

By: \_\_\_\_\_

By: *Darren Musselwhite*

Name: *Eric Lisch*

Name: Darren Musselwhite

Title: *SP, Scler*

Title: Mayor

Date: *9/22/14*

Date: *10-9-14*

APPROVED AS  
NOT  
TO FORM

# Minutes, City of Southaven, Southaven, Mississippi

## Exhibit A Credit/Debit Card Fee Schedule

### A. Credit/Debit Card Fees

Service Fees to be charged to Customer by Official Payments:

\$2.50 per Payment Transaction, when credit cards are used for the following Payment Type:

Utility Payments

\$1.00 per Payment Transaction, when debit cards are used for the following Payment Type:

Utility Payments

### B. MoneyGram:

A Customer making payment at a MoneyGram location will pay MoneyGram a service charge which, as of the date of this Agreement, is as follows:

Utility Payments: \$1.79 per Payment Transaction

MoneyGram service charge rates are subject to change without notice. The Customer will be informed of the applicable service charge before the transaction is completed.

### C. Point of Sale (POS):

Same as Credit/Debit Card Fee Schedules above.

### D. Interactive Voice Response (IVR):

Same as Electronic Check and Credit/Debit Card Fee Schedule above plus additional \$1.50 service charge.

# Minutes, City of Southaven, Southaven, Mississippi

## LEASE ADDENDUM AGREEMENT

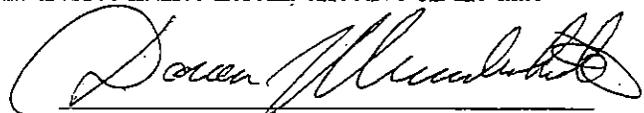
The effective date of this Lease Addendum is the date it is signed by all the parties which are the City of Southaven, whose address is 8710 Northwest Drive, Southaven, MS 38671, (hereinafter referred to as "Lessor"), and the Mississippi Department of Employment Security, whose address is 1235 Echelon Parkway, Jackson, MS 39213, (hereinafter referred to as "Lessee"). The terms "Lessor" and "Lessee" shall include, whenever the contest admits or requires, singular or plural, the heirs, legal representatives, successors and assigns of the respective parties.

### WITNESSETH

That on the 3<sup>rd</sup> day of May, 2006, RH Holdings, LLC and Lessee herein entered into a Master Lease Agreement to lease space located at 7320 Highway 51, Southaven, Mississippi 38671, said Lease having first been approved by the Public Procurement Review Board at their meeting on May 3<sup>rd</sup>, 2006. That on February 26, 2010, the Lessor purchased the property, which is the subject of the Master Lease Agreement and Lease Addendum, from RH Holdings, LLC. That due to a loss in federal funds and in accordance with Section 9 of the Master Lease, the parties agree to reduce the amount of monthly rent the Lessee is required to pay to Seven Thousand Five Hundred and No Cents (\$7500.00) per month. The parties previously agreed to the reduction in the monthly rent on October 1, 2011. Due to the continuation of not receiving federal funds by the Lessee, the monthly rent of \$7,500.00 per month will continue to remain in effect for a period of two years, ending on September 30, 2016. Prior to the end of the two year period, the parties agree to evaluate the needs and budgetary concerns of the Lessee and will determine if an increase is appropriate or a further decrease in the monthly rent is necessary; however, any increase cannot exceed the amount first agreed to in the Master Lease and approved by the Public Procurement Review Board. In addition, the parties agree to amend the second sentence of Section 12 of the Lease dated May 3, 2006 to state that:

To the extent allowed under Mississippi law, the Lessor agrees to hold Lessee harmless and indemnify against any liability for injury or death to any person or damage to property in or upon the leased premises not caused directly by an act of Lessee or employee or patron of the Lessee.

By signing this Lease Addendum, this Agreement becomes part of an attachment to the original Lease Agreement between the Lessor and Lessee named herein, effective on the date first stated above.

  
Lessor

  
Lessee

# Minutes, City of Southaven, Southaven, Mississippi

(Lessee's acknowledgement)

STATE OF MISSISSIPPI  
COUNTY OF HINDS

On this the 1<sup>st</sup> day of October, 2014, before me, the undersigned Notary, personally appeared Marla Hawry, who acknowledged himself/herself to be the Executive Director of MDES, for and on behalf of the State of Mississippi, and that he/she being authorized so to do, executed the foregoing instrument for the purposes therein construed.

In witness whereof, I hereunto set my hand and official seal.



NOTARY PUBLIC

Charlotte Montgomery

(SEAL)

My Commission Expires:

(Lessor's acknowledgment)

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

On this the 18<sup>th</sup> day of October, 2014, before me, the undersigned Notary, personally appeared, Mayor Darren Musselwhite, known to me (or satisfactory proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

In witness whereof, I hereunto set my and official seal.



NOTARY PUBLIC

Sheila Heath

My Commission Expires:

# Minutes, City of Southaven, Southaven, Mississippi



## Workforce Ready Order Form

v13.5

Date: 9/17/2014 Customer PO #:   
 Version #: 1 Salesperson: David Herndon   
 Expires: 9/30/2014

Bill To: Attn: Chris Wilson City of Southaven 8710 Northwest Drive Southaven, MS 38671   
 Ship To: Attn: Chris Wilson City of Southaven 8710 Northwest Drive Southaven, MS 38671

FOB: Shipping Point   
 Shipping Method: FedEx Ground   
 Currency: USD Email Contact: cwilson@southaven.com   
 Payment Terms: N30 Phone #: 662-393-6939

THIS WORKFORCE READY ORDER FORM ("Order Form") is by and between Kronos Incorporated ("Kronos") and the customer who has signed in the space provided below or electronically clicked a box indicating its acceptance ("Customer"). This Order Form incorporates the Kronos terms and conditions for the ordered Services which shall be attached to Customer's Initial Order Form ("SaaS Terms and Conditions"), and together they form the Agreement between the parties. Customer has read and agrees to the SaaS Terms and Conditions, including any applicable policies referenced therein. Capitalized terms on this Order Form are defined where they appear on this Order Form or in the SaaS Terms and Conditions. As of the Start Date, Kronos will provide, and Customer will purchase, under the SaaS Terms and Conditions, the SaaS Services listed below. Customer may order additional or amended Services in the future via additional signed or electronically accepted Order Forms. Such Order Forms plus the SaaS Terms and Conditions, whether attached to an Order Form or not, will govern such added or amended Services.

The parties agree that Section 16.1 is amended by replacing the word "Massachusetts" with the word "Mississippi". Any indemnification provision in the Agreement requiring customer to indemnify Kronos or any other party shall not apply to the extent prohibited by the applicable law, and, with respect to Customer, such indemnification obligation shall not apply.

### SaaS Services

Item	License/Qty	Unit Price	Price
Workforce Ready Time Keeping	375	\$3.15	\$1,181.25
Workforce Ready Accruals	375	\$0.63	\$236.25
Minimum Monthly Total:			\$1,417.50

### Equipment - Rental

Item	Qty	Unit Price	Monthly Price
Workforce Ready Rental InTouch 9000 HB, Standard KR B/C	3	\$120.00	\$360.00
Total Monthly:			\$360.00

### Accessories

Item	Qty	Unit Price	Total Price
NORTH AMERICA POWER KIT FOR EXTERNAL OUTLET, INTOUCH STD	3	\$0.00	\$0.00
Total Price:			\$0.00

### Setup Fees

Item	Total Price
Workforce Ready Setup Fee	\$4,750.00
Total Price:	
	\$4,750.00

### Quote Summary

Item	Total Price
Minimum Monthly Fee	\$1,777.50
One Time Setup Fees	\$4,750.00
Total Equipment Purchase and Accessories Fee	\$0.00

NOTICES: All legal notices required to be given hereunder shall be in writing and shall be deemed given if sent to the addressee specified herein: (a) by either registered or certified United States mail, return receipt requested, postage prepaid, three days after such mailing; or (b) by national overnight courier service and addressed to the persons set forth herein, the next business day. All other notices, including notices of non-payment, may also be sent via facsimile or email, and will be deemed given on the day delivery is electronically confirmed.

City of Southaven   
  
 Name: Darren Musselwhite   
 Title: Mayor   
 Date: 10-9-14

Kronos | Time & Attendance • Scheduling • Absence Management • HR & Payroll • Hiring • Labor Analytics

Kronos Incorporated 297 Billerica Road Chelmsford, MA 01824 (800) 225-1561 (978) 250-9800 www.Kronos.com

# Minutes, City of Southaven, Southaven, Mississippi

## KRONOS WORKFORCE READY™ - SOFTWARE AS A SERVICE TERMS AND CONDITIONS

Customer and Kronos agree that the terms and conditions set forth below shall apply to the Kronos supply of the commercially available object code version of the software application programs and related services and materials (including applicable documentation) and equipment (if any) specified on a Kronos order form (collectively, the "Services"). The Services described on a Kronos order form signed by Customer and returned to Kronos (the "Order Form") shall be delivered by means of Customer's permitted access to the password protected customer area of a Kronos website.

BY ELECTRONICALLY CLICKING A BOX INDICATING ACCEPTANCE OF AN INITIAL ORDER FORM REFERENCING THESE TERMS AND CONDITIONS, OR BY MANUALLY EXECUTING AN INITIAL ORDER FORM REFERENCING THEM, CUSTOMER AGREES TO THESE TERMS AND CONDITIONS FOR ALL ORDER FORMS. THE INDIVIDUAL ACCEPTING THESE TERMS AND CONDITIONS ON BEHALF OF CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO CONTRACTUALLY BIND CUSTOMER. THESE TERMS AND CONDITIONS AND THE ORDER FORM(S) (AND ANY ATTACHMENTS THERETO) TOGETHER FORM A BINDING AND EXECUTED WRITTEN AGREEMENT BETWEEN CUSTOMER AND KRONOS (THE "AGREEMENT") FOR SERVICES, EFFECTIVE AS OF THE DATE THE ORDER FORM IS RECEIVED BY KRONOS (THE "AGREEMENT EFFECTIVE DATE").

### 1. TERM

1.1 The Services shall be deemed to start on the earlier of: a) ninety (90) days from Kronos' receipt of the relevant Order Form; or, b) the date Customer is authorized to "go live" with the Services for production purposes, (the "Start Date"), and shall continue indefinitely on a month-to-month basis until terminated in accordance with the provisions hereof (the "Term"). Customer acknowledges that execution of separate third party agreements may be required in order for Customer to "go live" with certain add-on features or functionality, including tax filing services ("Add-on Features"), as identified by Kronos on the Order Form.

1.2 Customer may terminate the Services or the Agreement for convenience upon thirty (30) days prior written notice, and Kronos may terminate the Services or the Agreement for convenience upon ninety (90) days prior written notice, at any time during the Term.

1.3 Either party may suspend or terminate the Services or the Agreement upon a material breach of the Agreement by the other party if such breach is not cured within fifteen (15) days after receipt of written notice. Notwithstanding the foregoing, Kronos may suspend or terminate the Services or the Agreement immediately upon notice in the event of any Customer breach of Sections 3 (License to Use), 4 (Acceptable Use), or 14 (Confidential Information), below.

1.4 In the event that either party becomes insolvent, makes a general assignment for the benefit of creditors, is adjudicated a bankrupt or insolvent, commences a case under applicable bankruptcy laws, files a petition seeking reorganization, the other party may request adequate assurances of future performance. Failure to comply with such request within ten (10) days of delivery of the request shall entitle the requesting party to terminate the Agreement immediately upon written notice to the other.

1.5 If the Agreement is terminated for any reason:

(a) Customer shall pay Kronos within thirty (30) days all fees accrued for the Services prior to the date of termination, provided that if Customer terminates Kronos for material breach of the Agreement, Kronos shall be responsible to refund to Customer unused pre-paid service fees, if any; (b) Customer's right to access and use the Services shall be revoked and be of no further force or effect;

(c) Within thirty (30) days of termination Customer will retrieve Customer's historical data in accordance with previously established system access procedures and applicable state and federal laws. After such time period, Kronos shall have no further obligation to store and/or make available Customer's historical data and may delete same. If Customer requires additional data conversion services from Kronos, these services may be contracted from Kronos at Kronos' then published rates.

(d) Customer agrees to timely return all Kronos-provided materials related to the Services to Kronos at Customer's expense or, alternatively, upon prior written approval of Kronos, provide Kronos with an officer's certification of the destruction thereof; and

(e) all provisions in the Agreement, which by their nature are intended to survive termination, shall so survive.

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## 2. FEES AND PAYMENT

2.1 In consideration of the delivery of the Services, Customer shall pay Kronos the Setup Fees, the Monthly Service Fees and any additional one time, set-up or recurring fees, all as defined on the Order Form. All fees payable for the Services shall be sent to the address specified on the Kronos invoice. Unless otherwise indicated on an Order Form, payment terms for all items except the Setup Fees shall be net upon receipt of invoice. Except as expressly set forth in the Agreement, all amounts paid to Kronos are non-refundable. Customer is responsible for all applicable federal, state, local country, provincial or local taxes relating to the Services (including without limitation GST and/or VAT if applicable), excluding taxes based on Kronos' income or business privilege.

2.2 The Setup Fees shall be invoiced upon execution of the Agreement and shall be due net 30 days following date of invoice. Customer acknowledges that setup fees may be charged to Customer by third parties for Add-on Features. Monthly Service fees shall be based on monthly periods that begin on the Start Date. Monthly Service Fees shall include fees for Equipment rental, if any, as described in Section 8 below. Monthly Service Fees for Services added on or before the 15<sup>th</sup> day of a given month will be charged for that full monthly period and each monthly period of the Term thereafter; Monthly Service Fees for Services added after the 15<sup>th</sup> day of a given month will begin to accrue as of the 1<sup>st</sup> day of the following month and will be charged for each monthly period of the Term thereafter. Monthly Service Fees shall be invoiced promptly following the end of the calendar month in which the Monthly Service Fees were accrued. Kronos will monitor Customer's "Usage" of the Services (as defined below) in order to calculate the Usage portion of the Monthly Service Fees to be charged. Usage of the Services, depending on applicable features, components, or services, shall be priced as identified on the Order Form either on a: (a) per month basis; (b) per active employee (herein "Active Employee") per month usage basis; or, (c) per transaction basis (e.g.: pay statement). For purposes of the Agreement, an employee shall be deemed an Active Employee during any applicable billing period if through the Services: (i) time has been entered for such employee; (ii) records have been included for such employee for the purpose of processing payroll; (iii) records have been included for such employee within an import/export process; (iv) such employee has accessed the Services, regardless of the purpose; (v) benefit time has been accrued for such employee; (vi) human resource reporting has been performed for or on such employee; or, (vii) such employee has been marked as an "Active" status during the period.

2.3 Customer agrees that except in those circumstances in which Customer is entitled to invoke the termination for cause provision set forth in Section 1.3 above, in consideration of Kronos' delivery of the Services on a variable fee basis, Customer agrees to pay Kronos each month during the Term in which charges accrue no less than the minimum monthly fees ("Minimum Monthly Fees") as identified on the Order Form. The Minimum Monthly Fees shall be calculated by Kronos based on Customer's anticipated monthly Usage of the Services plus Equipment rental fees, if any. In the event that Customer does not reach the anticipated Usage upon which the Minimum Monthly Fees was based for any given month during the Term, Customer shall remain responsible for paying the Minimum Monthly Fees for that month. If an Order Form or the Agreement is suspended by Kronos for non-payment or otherwise terminated by Kronos for cause, Customer shall remain liable to pay the applicable Minimum Monthly Fees up to and including the last day of the month in which the effective date of termination occurs.

2.4 If any amount owing under this or any other agreement for Services is 30 or more days overdue, Kronos may, without limiting its other rights and remedies, accelerate unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Services until such amounts are paid in full. Kronos will provide at least 7 days' prior notice that Customer's account is overdue before suspending Services.

2.5 Kronos may change the Monthly Service Fee rates no more than once per calendar year by notifying Customer at least sixty (60) days prior to the effective date of such rate increase.

## 3. LICENSE TO USE

3.1 Subject to the terms and conditions of the Agreement, Kronos hereby grants Customer during the Term a limited, revocable, non-exclusive, non-transferable, non-assignable license to use for internal business purposes only: a) the Kronos application(s) and related services, including applicable Services description documentation and training materials (the "Documentation"); and, b) any embedded third party software, libraries, or other components, which collectively comprise the Services. The Services contain proprietary trade secret technology of Kronos. Unauthorized use and/or copying of such Services are prohibited by law, including United States and foreign copyright law. Customer may use the software

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included in the Services in object code form only, and shall not reverse compile, disassemble or otherwise convert such software into uncompiled or unassembled code. Customer acknowledges and agrees that the license to use the Services is limited based upon authorized Usage and the amount of the Monthly Service Fees to be paid by Customer. Customer agrees to use only the modules and/or features described on the Order Form. Customer agrees not to use any other modules or features unless Customer has licensed such additional modules or features. Customer may not relicense or sublicense the Services, or otherwise permit use of the Services (including timesharing or networking use) by any third party. Customer may not provide service bureau or other data processing services that make use of the Services without the express prior written consent of Kronos. No license, right, or interest in any Kronos trademark, trade name, or service mark, or those of Kronos' licensors or third party suppliers ("Suppliers"), is granted hereunder.

3.2 Customer may authorize its third party contractors and consultants to access the Services on an as needed basis, provided Customer: a) abides by its obligations to protect confidential information as set forth in Section 14 below; b) remains responsible for all such third party usage and compliance with the Agreement; and c) does not provide such access to a competitor of Kronos who provides workforce management services.

3.3 Customer agrees and acknowledges that Kronos retains ownership of all right, title and interest to the Services, all of which are protected by copyright and other intellectual property rights, and that, other than the express licenses granted herein, Customer shall not obtain or claim any rights in or ownership interest to the Services or any associated intellectual property rights therein. Customer agrees to comply with all copyright and other intellectual property rights notices contained on or in any information obtained or accessed by Customer through the Services.

3.4 Kronos will make updates and upgrades to the Services (tools, utilities, improvements, third party applications, general enhancements) available to Customer at no charge as they are released generally to its customers. Customer agrees to receive those updates automatically as part of the Services. Kronos also may offer new products and/or services to Customer at an additional charge. Customer shall have the option of purchasing such new products and/or services under a separate Order Form.

3.5 Kronos reserves the right to change or discontinue the Services, in whole or in part, including but not limited to, the Internet based services, technical support options, and other Services-related policies. Customer's continued use of the Services after Kronos posts or otherwise notifies Customer of any changes indicates Customer's agreement to those changes.

## 4. ACCEPTABLE USE

4.1 Customer shall take all reasonable steps to ensure that no unauthorized persons have access to the Services, and to ensure that no persons authorized to have such access shall take any action that would be in violation of the Agreement.

4.2 Customer represents and warrants to Kronos that it has the right to publish and disclose Customer's data and other content ("Customer Content") in the Services. Customer represents and warrants to Kronos that the Customer Content will not: (a) infringe or violate any third-party right, including (but not limited to) intellectual property, privacy, or publicity rights; (b) be abusive, profane, or offensive to a reasonable person; or, (c) be hateful or threatening.

4.3 Customer will not (a) use, or allow the use of, the Services or Customer Content in contravention of any federal, state, local, foreign or other applicable law, or rules or regulations of regulatory or administrative organizations; (b) introduce into the Services any virus or other code or routine intended to disrupt or damage the Services, or alter, damage, delete, retrieve or record information about the Services or its users; (c) excessively overload the Kronos systems used to provide the Services; (d) perform any security integrity review, penetration test, load test, denial of service simulation or vulnerability scan; (e) use any tool designed to automatically emulate the actions of a human user (e.g., robots); or, (d) otherwise act in a fraudulent, malicious or negligent manner when using the Services.

## 5. CONNECTIVITY AND ACCESS

5.1 Customer acknowledges that it shall (a) be responsible for securing, paying for, and maintaining connectivity to the Services (including any and all related hardware, software, third party services and related equipment and components); (b) provide Kronos and its representatives with such physical or remote access to Customer's computer and network environment as Kronos deems reasonably necessary in order for Kronos to perform its obligations under the Agreement. Kronos is hereby (i) granted access to such Customer data to perform its obligations under the Agreement and (ii) authorized to audit the number of Active Employee counts or other transactions that have occurred to measure Usage; (iii)

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make all necessary arrangements as may be required to provide such physical access to Customer's computer and network environment if necessary for Kronos to perform its obligations under the Agreement.

5.2 Customer shall be fully responsible for all access requirements imposed by law, rule, regulation or contract in order for Kronos to deliver the Services pursuant to the terms of the Agreement. Customer shall provide 30 calendar days advance written notice to Kronos of any change, modification, or reconfiguration of components or elements of the Customer's computer and network environment which may, in any manner, affect Customer's access to the Services.

## 6. SUPPORT

- a) Implementation. Kronos will configure the Services utilizing scheduled remote resources. Software module configuration will be based on information and work flows obtained from Customer during the discovery portion of the implementation. Customer shall provide Kronos with necessary configuration-related information in a timely manner to ensure that mutually agreed implementation schedules are met. Kronos and Customer's implementation responsibilities are described more specifically in the Services Implementation Guideline set forth at: <http://www.kronos.com/products/workforce-ready/implementation-guidelines.aspx>
- b) Depot Exchange Services for Equipment. As needed, Kronos will send a replacement for Equipment rented (in accordance with Section 8 below) on an advance exchange basis by next-business-day delivery, when available. When Customer receives replacement Equipment, Customer shall return the defective unit to Kronos for repair. Equipment support also includes Customer access to Equipment service packs via the Kronos Customer Portal.
- c) Standard Support. Kronos will provide telephone support 8:00 a.m. to 5:00 p.m., local time, Monday – Friday. Customers also shall be provided the capability to log questions online via the Kronos Customer Portal.

## 7. CUSTOMER CONTENT

Customer shall own all Customer Content and posts or other inputs into the Services by Customer or others acting on behalf of or through Customer, including but not limited to information, data (such as payroll data, vacation time, and hours worked), logos, text, multimedia images (e.g. graphics, audio and video files), compilations or any other content shared or processed through the Services. Kronos acknowledges that all such Customer Content is deemed to be the Confidential Information of Customer. Notwithstanding the foregoing, Customer grants Kronos permission to combine Customer's business data with that of other customers in a manner that does not identify the Customer or any individual in order to evaluate and improve the services Kronos offers to customers. In addition, Kronos may, but shall have no obligation to, monitor Customer content from time to time to ensure compliance with the Agreement and applicable law.

## 8. EQUIPMENT

If Customer purchases or rents time clocks or other equipment from Kronos, a description of such Equipment (model and quantity) and the applicable pricing shall be listed on the Order Form (the "Equipment"). Delivery terms for the Equipment are FOB shipping point, prepay and add. Customer shall bear all risk of loss or damage while the Equipment is in transit to Customer.

8.1 The following additional terms apply only if Customer rents Equipment from Kronos:

- a) Rental Term and Warranty Period. The term of the Equipment rental and the "Warranty Period" for such Equipment shall run coterminously with the Term of the other Services provided under the Agreement.
- b) Insurance. Customer shall insure the Equipment for an amount equal to the replacement value of the Equipment for loss or damage by fire, theft, and all normal extended coverage at all times. No loss, theft or damage after shipment of the Equipment to Customer shall relieve Customer from its obligations under the Agreement.
- c) Location/Replacement. Customer shall not make any alterations or remove the Equipment from the place of original installation without Kronos' prior written consent. Kronos shall have the right to enter Customer's premises to inspect the Equipment during normal business hours. Kronos

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reserves the right, at its sole discretion and at no additional cost to Customer, to replace any Equipment with newer or alternative technology Equipment as long as the replacement Equipment at least provides the same level of functionality as that being replaced.

- d) Ownership. All Equipment shall remain the property of Kronos. All Equipment is, and at all times shall remain, separate items of personal property, notwithstanding their attachment to other equipment or real property. Customer shall not sell or otherwise encumber the Equipment. Customer shall furnish any assurances, written or otherwise, reasonably requested by Kronos to give full effect to the intent of terms of this paragraph (d).
- e) Equipment Support. Kronos shall provide to Customer the Equipment support services described in Section 6 above. The cost of such support service shall be included in the Monthly Services Fees.
- f) Return Of Equipment. Upon termination of the Agreement or the applicable Order Form, Customer agrees that Customer shall disconnect, crate and return the Equipment to Kronos within thirty (30) days at Customer's expense. Equipment will be returned to Kronos in the same condition as and when received, reasonable wear and tear excepted. If Customer fails to return Equipment within this time period, Kronos shall invoice Customer for the then list price of the Equipment.

8.2 The following additional terms apply only if Customer purchases Equipment from Kronos:

- a) Ownership and Warranty Period. Title to the Equipment shall pass to Customer upon delivery to the carrier (FOB - Shipping Point, Prepay and Add). The "Warranty Period" for the Equipment shall be for a period of ninety (90) days from such delivery.
- b) Equipment Support. Kronos shall provide to Customer the Equipment support services described in Section 6 above if purchased separately by Customer as indicated on the applicable Order Form. If purchased, Equipment support services shall commence upon expiration of the Warranty Period.

## 9. SERVICE LEVEL AGREEMENT

Kronos shall: (a) provide basic support for the Services at no additional charge, (b) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (when it shall give at least 8 hours notice via the Services and shall schedule to the extent practicable during the weekend hours from 6:00 p.m. Friday to 3:00 a.m. Monday, Eastern Time), or (ii) any unavailability caused by circumstances beyond Kronos' reasonable control, including without limitation, acts of god, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Kronos employees), internet service provider failures or delays, or denial of service attacks, and (iii) provide Services in accordance with applicable laws and government regulations.

## 10. LIMITED WARRANTY; DISCLAIMERS OF WARRANTY

10.1 Kronos represents and warrants that the Services, under normal operation as specified in the Documentation and when used as authorized herein, will perform substantially in accordance with the Documentation during the Term.

10.2 Kronos' sole obligation and Customer's exclusive remedy for any breach of the above warranty is limited to Kronos' reasonable commercial efforts to correct the non-conforming Services at no additional charge to Customer. In the event that Kronos is unable to correct deficiencies in the Services, after using its commercially reasonable efforts to do so, Customer shall be entitled to terminate the then remaining term of the Agreement for cause in accordance with Section 1 above as Customer's exclusive remedy. Kronos' obligations hereunder for breach of warranty are conditioned upon Customer notifying Kronos of the material breach in writing, and providing Kronos with sufficient evidence of such non-conformity to enable Kronos to reproduce and/or verify the same.

10.3 Kronos warrants that all Equipment shall be free from defects in materials and workmanship during the Warranty Period as described in Article 8 above. In the event of a breach of this warranty, Customer's exclusive remedy shall be Kronos' repair or replacement of the deficient Equipment, at Kronos' option, provided that Customer's use, installation and maintenance thereof have conformed to the published specifications for such Equipment. This warranty is extended to Customer only and shall not apply to any Equipment (or parts thereof) in the event of:

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- a) damage, defects or malfunctions resulting from misuse, accident, neglect, tampering, (including modification or replacement of any Kronos components on any boards supplied with the Equipment), unusual physical or electrical stress or causes other than normal and intended use;
- b) failure of Customer to provide and maintain a suitable installation environment, as specified in the published specifications for such Equipment; or
- c) malfunctions resulting from the use of badges or supplies not approved by Kronos.

EXCEPT AS WARRANTED IN THIS SECTION 10, KRONOS HEREBY DISCLAIMS ALL WARRANTIES, CONDITIONS, GUARANTIES AND REPRESENTATIONS RELATING TO THE SERVICES, EXPRESS AND IMPLIED, ORAL OR IN WRITING, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WHETHER OR NOT ARISING THROUGH A COURSE OF DEALING. THE SERVICES ARE NOT GUARANTEED TO BE ERROR-FREE OR UNINTERRUPTED. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, KRONOS MAKES NO WARRANTIES OR REPRESENTATIONS CONCERNING THE COMPATIBILITY OF SOFTWARE OR EQUIPMENT OR ANY RESULTS TO BE ACHIEVED THEREFROM. KRONOS PROVIDES NO WARRANTY FOR SUPPLIER HARDWARE OR SOFTWARE EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED ON AN ORDER FORM.

## 11.0 DATA SECURITY

11.1 As part of the Services, Kronos shall provide those administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer data as described in the Documentation. Customer acknowledges that such safeguards endeavor to mitigate security incidents, but such incidents may not be mitigated entirely or rendered harmless. Customer should consider any particular Kronos supplied security-related safeguard as just one tool to be used as part of Customer's overall security strategy and not a guarantee of security. Both parties agree to comply with all applicable privacy or data protection statutes, rules, or regulations governing the respective activities of the parties under the Agreement.

11.2 As between Customer and Kronos, all personally identifiable data contained in any applications or systems supplied by Kronos, or to which Kronos has access to under the Agreement ("Personally Identifiable Data") is Customer's Confidential Information and will remain the property of Customer. Customer represents that to the best of its knowledge such Personally Identifiable Data supplied to Kronos is accurate. Customer hereby consents to the use, processing and/or disclosure of Personally Identifiable Data by Kronos and its Suppliers wherever located only for the purposes described herein and only to the extent such use or processing is necessary for Kronos to carry out its duties and responsibilities under the Agreement or as required by law.

11.3 Prior to initiation of the Services under the Agreement and on an ongoing basis thereafter, Customer agrees to provide notice to Kronos of any extraordinary privacy or data protection statutes, rules, or regulations which are or become applicable to Customer's industry and which could be imposed on Kronos as a result of provision of the Services. Customer will ensure that: (a) the transfer to Kronos and storage of any Personally Identifiable Data by Kronos or its Supplier's data center, is permitted under applicable data protection laws and regulations; and, (b) Customer will obtain consents from individuals for such transfer and storage to the extent required under applicable laws and regulations.

11.4 Upon the cessation of the Services, Customer shall be afforded the opportunity to retrieve all Personally Identifiable Data in accordance with Section 1.5 above.

## 12. INDEMNIFICATION

12.1 If notified in writing of any action (and all prior related claims) brought against Customer based on a claim that the Services infringe or misappropriate any United States or Canadian copyright or patent, Kronos will indemnify and hold Customer harmless and defend such action at its sole cost and expense and pay all costs including reasonable attorney fees and damages resulting from such claim. Kronos will have sole control of the defense of any such action and all negotiations for its settlement or compromise. Customer will cooperate fully at Kronos' expense with Kronos in the defense, settlement or compromise of any such action. In the event that a final injunction is obtained against Customer's use of the Services by reason of infringement or misappropriation of a United States or Canadian copyright or patent, or if in

# Minutes, City of Southaven, Southaven, Mississippi

Kronos' opinion, the Services are likely to become the subject of a successful claim of such infringement or misappropriation, Kronos, at Kronos' option and expense, will use commercially reasonable efforts to (a) procure for Customer the right to continue using the Services as provided in the Agreement, (b) replace or modify the Services so that they become non-infringing but remains substantively similar to the affected Services, and if neither (a) or (b) is commercially feasible, to (c) terminate the Agreement and the rights granted hereunder after provision of a refund to Customer of the set-up fees and Monthly Service Fees paid by Customer for the infringing elements of the Services covering the period of their unavailability.

12.2 Kronos shall have no liability to indemnify or defend Customer to the extent the alleged infringement is based on: (a) a modification of the Services by anyone other than Kronos; (b) use of the Services other than in accordance with the Documentation or as authorized by the Agreement; (c) use of the Services in conjunction with any data, equipment, service or software not provided by Kronos, where the Services would not otherwise itself be infringing or the subject of the claim; or (d) use of the Services by Customer other than in accordance with the terms of the Agreement. Notwithstanding the foregoing, with regard to infringement claims based upon software created or provided by a licensor to Kronos or Suppliers, Kronos' maximum liability will be to assign to Customer Kronos' or Supplier's recovery rights with respect to such infringement claims, (provided that Kronos and/or its Supplier shall use commercially reasonable efforts at Customer's cost to assist Customer in seeking such recovery from such licensor).

12.3 If notified in writing of any action (and all prior related claims) brought against Kronos or its Suppliers, Customer will indemnify and hold Kronos and its Suppliers harmless and defend such action at its sole cost and expense and pay all costs, including reasonable attorney's fees and damages, if the action is arising from or relating to: (a) Customer's use of the Services or that of its employees, agents or subcontractors or others who have access to the Services; (b) Customer's modification or combination of the Services with other services, software or equipment not furnished by Kronos, provided that such Customer modification and/or combination is the cause of such infringement and was not authorized by Kronos; or, (c) a claim that the Customer Content infringes in any manner any intellectual property right of any third party, or any of the Customer Content contains any material or information that is obscene, defamatory, libelous, or slanderous violates any person's right of publicity, privacy or personality, or has otherwise caused or resulted in any tort, injury, damage or harm to any other person. Customer will have sole control of the defense of any such action and all negotiations for its settlement or compromise. Kronos will cooperate fully at Customer's expense with Customer in the defense, settlement or compromise of any such action.

## 13. LIMITATION OF LIABILITY

13.1 EXCEPT AS SPECIFICALLY PROVIDED WITHIN THIS AGREEMENT, KRONOS AND ITS PARTY SUPPLIERS WILL NOT BE LIABLE FOR ANY INJURIES CAUSED BY THE USE OF THE SERVICES OR BY ANY ERRORS, DELAYS, INTERRUPTIONS IN TRANSMISSION, OR FAILURES OF THE SERVICES.

13.2 EXCEPT FOR KRONOS' INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 12 ABOVE, THE TOTAL AGGREGATE LIABILITY OF KRONOS OR ITS SUPPLIERS TO CUSTOMER AND/OR ANY THIRD PARTY IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO DIRECT DAMAGES PROVEN BY CUSTOMER, SUCH DIRECT DAMAGES NOT TO EXCEED AN AMOUNT EQUAL TO THE TOTAL NET PAYMENTS RECEIVED BY KRONOS FOR THE SERVICES IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE IN WHICH THE CLAIM ARISES.

13.3 IN NO EVENT SHALL KRONOS OR ITS SUPPLIERS, THEIR AFFILIATES, SERVICE PROVIDERS, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES, LOST DATA OR COST OF PROCUREMENT OF SUBSTITUTE SERVICES RESULTING FROM DELAYS, NONDELIVERIES, MISDELIVERIES OR SERVICES INTERRUPTION, HOWEVER CAUSED, ARISING FROM OR RELATED TO THE SERVICES OR THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED, WHETHER BREACH OF WARRANTY, INDEMNIFICATION, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, AND WHETHER LIABILITY IS ASSERTED IN CONTRACT, TORT OR OTHERWISE, AND REGARDLESS OF WHETHER KRONOS OR SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LIABILITY, LOSS OR DAMAGE.

# Minutes, City of Southaven, Southaven, Mississippi

13.4 EXCEPT WITH RESPECT TO LIABILITY ARISING FROM KRONOS' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, KRONOS DISCLAIMS ANY AND ALL LIABILITY, INCLUDING SUCH LIABILITY RELATED TO A BREACH OF DATA SECURITY AND CONFIDENTIALITY OBLIGATIONS, RESULTING FROM ANY EXTERNALLY INTRODUCED HARMFUL PROGRAM (INCLUDING VIRUSES, TROJAN HORSES, AND WORMS), CUSTOMER'S CONTENT OR APPLICATIONS, THIRD PARTY UNAUTHORIZED ACCESS OF EQUIPMENT, SOFTWARE OR SYSTEMS, OR MACHINE ERROR.

## 14. CONFIDENTIAL INFORMATION

14.1 Each Party shall protect the Confidential Information of the other Party with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which such Party utilizes for its own information of similar character that it does not wish disclosed to the public. Neither Party shall disclose to third parties the other Party's Confidential Information, or use it for any purpose not explicitly set forth herein, without the prior written consent of the other Party. The obligation of confidentiality shall survive for two (2) years after the return of such Confidential Information to the disclosing party or two (2) years after the expiration or termination of the Agreement, whichever is later, as applicable.

14.2 Notwithstanding the foregoing, a party may disclose Confidential Information to the extent required: (a) to any consultants, contractors, and counsel who have a need to know in connection with the Agreement and have executed an equally protective non-disclosure agreement with the disclosing party, or (b) by operation of law, or by a court or governmental agency, or if necessary in any proceeding to establish rights or obligations under the Agreement; provided, the disclosing party shall, unless legally prohibited, provide the non-disclosing party with reasonable prior written notice sufficient to permit the non-disclosing party an opportunity to contest such disclosure. If a party commits, or threatens to commit, a breach of this Section, the other party shall have the right to seek injunctive relief from a court of competent jurisdiction.

14.3 This Agreement imposes no obligation upon either Party with respect to the other Party's Confidential Information which the receiving Party can establish by legally sufficient evidence: (a) is or becomes public knowledge through no breach of the Agreement by the receiving party, (b) is received by recipient from a third party not under a duty of confidence, or (c) is already known or is independently developed by the receiving party without use of the Confidential Information.

## 15. EXPORT

Customer understands that any export of the Equipment or Software or related documentation or information may require an export license and Customer assumes full responsibility for obtaining such license. Customer must obtain Kronos' prior written consent before exporting the Software or Equipment.

## 16. GENERAL

16.1 If Customer is located in the United States, this Agreement shall be governed by Massachusetts law; if Customer is located in Canada, this Agreement shall be governed by Ontario law. The parties waive the application of the United Nations Commission on International Trade Law and United Nations Convention on Contracts for the International Sale of Goods as to the interpretation or enforcement of the Agreement.

16.2 The invalidity or illegality of any provision of the Agreement shall not affect the validity of any other provision. The parties intend for the remaining unaffected provisions to remain in full force and effect.

16.3 Customer shall not assign the Agreement or the license to the Services without the prior written consent of Kronos and any purported assignment, without such consent, shall be void.

16.4 Neither party shall be liable for failures or delays in performance due to causes beyond its reasonable control, including war, strikes, lockouts, fire, flood, storm or other acts of God. Both parties agree to use their best efforts to minimize the effects of such failures or delays.

16.5 All notices given under the Agreement shall be in writing and sent postage pre-paid, if to Kronos, to the Kronos address on the Order Form, or if to Customer, to the billing address on the Order Form.

16.6 This Section Left Intentionally Blank.

16.7 The section headings herein are provided for convenience only and have no substantive effect on the construction of the Agreement.

16.8 The parties agree that if the Agreement is accepted by the parties and that acceptance is delivered via fax or electronically delivered via email or the internet it shall constitute a valid and enforceable agreement.

16.9 Use of the Service includes the ability to enter into agreements and/or to make transactions electronically. CUSTOMER ACKNOWLEDGES THAT WHEN IT INDICATES ACCEPTANCE OF AN AGREEMENT AND/OR TRANSACTION ELECTRONICALLY, THAT ACCEPTANCE WILL

# Minutes, City of Southaven, Southaven, Mississippi

CONSTITUTE ITS LEGAL AGREEMENT AND INTENT TO BE BOUND BY AND TO PAY FOR SUCH AGREEMENTS AND TRANSACTIONS. THIS ACKNOWLEDGEMENT THAT CUSTOMER INTENDS TO BE BOUND BY SUCH ELECTRONIC ACCEPTANCE APPLIES TO ALL AGREEMENTS AND TRANSACTIONS CUSTOMER ENTERS INTO THROUGH THE SERVICE, SUCH AS ORDERS, CONTRACTS, STATEMENTS OF WORK, AND NOTICES OF CANCELLATION.

16.10 This Agreement and any information expressly incorporated by reference herein, together with the applicable Order Form, constitute the entire agreement between the parties for the Services described herein and supersede all prior or contemporaneous representations, negotiations, or other communications between the parties relating to the subject matter of the Agreement. This Agreement may be amended only in writing signed by authorized representatives of both parties. Customer understands and acknowledges that while Kronos may disclose to customers certain confidential information regarding general Service or product development direction, potential future Services, products and/or product enhancements under consideration, Customer is not entitled to any Services, products or product enhancements other than those contained on the Order Form. Customer has not relied on the availability of any future version of the Services (including software or equipment) identified on an Order Form, nor any other future product in executing the Agreement.

# Minutes, City of Southaven, Southaven, Mississippi



ENGINEERS ARCHITECTS PLANNERS

September 30, 2014

Mr. Chris Wilson  
City Administrator/CAO  
City of Southaven MS  
8710 Northwest Drive  
Southaven, MS 38671

Re: Professional Services Contract Amendment #1 for  
MEMA/FEMA Community Shelter  
Southaven, MS 38671

**A2H #10354**

Dear Mr. Wilson:

We are pleased to provide this Professional Services Contract Amendment to the original AIA B-101-2007 contract dated January 8, 2014 for the City of Southaven – MEMA/FEMA Community Shelter. The original contract was for Phase I – Design Services. By way of this Contract Amendment to the original, we are enclosing our proposal for the additional professional services required for the successful completion of Phase II – Bidding and Construction Services for this project. All sections formerly shown as *Not Applicable – For Reference Only* are now applicable to the project. The terms and conditions in the original contract shall apply to this amendment as well.

**I. It is our understanding that the following additional services will be provided:**

- A. Bidding Phase Services as originally referenced in the AIA B-101-2007 contract dated January 8, 2014. A2H will assist the City of Southaven in bidding the project competitively to contractors per the details of the original contract in section 3.5.
- B. Construction Phase Services as originally referenced in the AIA B-101-2007 contract dated January 8, 2014. A2H will provide administration of the contract between the City of Southaven and the contractor per the details of the original contract in section 3.6.
- C. Sections 4.3.2, 4.3.3, and 4.3.4 in the AIA B-101-2007 contract dated January 8, 2014 now become applicable sections for Phase II services if required. Section 4.3.3 and 4.3.4 shall be amended to include the following:
  - i. 4.3.3.1 – One (1) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
  - ii. 4.3.3.2 – Fifteen (15) visits to the site by the Architect/Engineer over the duration of the Project during construction
  - iii. 4.3.3.3 – One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
  - iv. 4.3.3.4 – One (1) inspections for any portion of the Work to determine final completion

A2H, PLLC - Michael West, Principal Architect - Andrew Reynolds, Landscape Architect  
1308 NORTH LAMAR BOULEVARD, SUITE 1 OXFORD, MS 38655 PHONE: 662.380.5016 FAX: 662.510.0598  
WWW.A2H.COM

# Minutes, City of Southaven, Southaven, Mississippi

- v. 4.3.4 – If the services covered by this Agreement have not been completed within Thirty-Six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services

## II. Our proposed fee for the additional scope of services is as follows:

The original contract for Phase I – Design was based upon an estimated construction cost of \$2,155,255 with a Reimbursable Expense Allowance of \$2,000. It was our original understanding that A2H was to submit Phase I fees only. As part of a past projects with MEMA, we have split our fees as 70% for Design and 30% for Bidding & Construction at a fee of 8% for Architectural and Engineering services for the Building. Our original fee for Phase I – Design was based upon this calculation. Seventy percent of Eight percent of \$2,155,255 arrived at our fee of \$156,418. The reimbursable expense allowance was to be in addition to that fee.

At this time, we are asking to be compensated for Phase II – Bidding & Construction Lump. We are applying the same logic to this calculation for the remaining 30% of services for a typical project with MEMA. Our Lump Sum Fee for Phase II - Bidding and Construction is based upon an estimated construction cost of \$2,622,501 as provided by MEMA. The fee indicated below is based upon Thirty percent of Eight percent of \$2,622,501. The reimbursable expense allowance is to be in addition to that fee. The fee will be adjusted with the final cost of construction at the end of the project once the cost is known.

The City of Southaven shall be responsible for paying A2H's contractually agreed upon Fees below, withstanding MEMA and/or FEMA's approval of such Fees for reimbursement to the City of Southaven.

Phase II - Bidding Phase	\$ 10,490.00
Phase II - Construction Phase	\$ 52,450.00
Phase II - Reimbursable Expenses Allowance (Mileage, Printing, Plotting, Overnight Mailing Services)	\$ 2,000.00
<b>Total Fee</b>	<b>\$ 64,940.00</b>

# Minutes, City of Southaven, Southaven, Mississippi

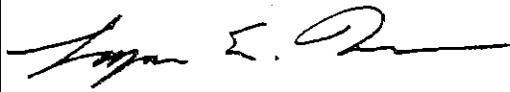
If this proposal satisfactorily set forth your understanding and the agreement between us, we would appreciate your signing the enclosed copy of this letter agreement in the space provided below.

This proposal will be open for acceptance until **October 10, 2014**. We certainly look forward to working with you on this project and thank you for giving us the opportunity to submit this proposal.

If you have any questions, please call at 901-372-0404.

Sincerely,

A2H, PLLC



Logan E. Meeks, P.E.  
Partner – Vice President

AGENT FOR: CITY OF SOUTHAVEN MS

ACCEPTED BY: \_\_\_\_\_



DATE: \_\_\_\_\_

10-9-14

TITLE: \_\_\_\_\_

Mayor

# Minutes, City of Southaven, Southaven, Mississippi

## PROFESSIONAL SERVICES AGREEMENT – INSURANCE AGENT

This agreement is made and entered into for the period of **January 1<sup>st</sup> 2015** through **December 31<sup>st</sup> 2015** between the **CITY OF SOUTHAVEN** a municipality, hereinafter called "City" and **HOLLAND INSURANCE, INC.**, hereinafter called "Servicing Agent".

The Servicing Agent agrees to provide the necessary local coordination and administration of all aspects of the City's employee benefit program as proposed and in a manner agreeable to the City.

The Servicing Agent will implement and administer the following products and services:

1. Group Health Insurance – Blue Cross Blue Shield of Mississippi
2. Dental Insurance – Humana Insurance Company
3. Group Life and Long Term Disability – CIGNA Healthcare
4. Vision Insurance - United Healthcare
5. COBRA Administration - Ceridian Benefit Services
6. Flexible Spending Accounts - Corporate Planning Network
7. Telemedicine – Dr. Connection Benefits

Additional services provided by the Servicing Agent will include:

1. Open enrollment meetings for the presentation and explanation of benefits to all employees.
2. Toll Free number for the purpose of responding to the questions or needs of enrolled employees regarding any aspect of their insurance.
3. Periodic claims report reviews with City Administrators at intervals agreeable to the City.

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.

The Servicing Agent acknowledges that it is an independent contractor and is neither an employee of the 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.

# Minutes, City of Southaven, Southaven, Mississippi

Either party shall have the right to terminate this Agreement for convenience by providing ten (10) days written notice to the non-terminating party. Such notice may be delivered via e-mail.

This Agreement shall not be assignable by either party without the prior written consent of the other party. In addition, this Agreement contains the entire understanding of the parties hereto with respect to the subject matter of the contract and supersedes and cancels any and all prior oral or written contracts or understandings between the parties with respect to the matters set forth above. This Agreement may be changed and modified only in writing signed by all parties hereto. This Agreement shall inure to the benefit and be binding on the parties, heirs, legal representatives, assignees and successors of the parties.

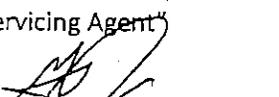
IN WITNESS WHEREOF, the parties hereto have made and executed this agreement this

7<sup>th</sup> day of Oct 2014.

CITY OF SOUTHAVEN

HOLLAND INSURANCE, INC.

"City"  
By 

"Servicing Agent"  
By 

Darren Musselwhite

Gerald Holland Jr.

Mayor

President

# Minutes, City of Southaven, Southaven, Mississippi

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN  
OF THE CITY OF SOUTHAVEN, MISSISSIPPI  
AUTHORIZING THE CITY TO ACCEPT  
DONATION FROM CHATEAU POINTE HOMEOWNER'S ASSOCIATION

WHEREAS, Chateau Pointe Homeowner's Association ("Chateau Pointe") has donated an OASE, Model 82741, 230 Volts, 2HP phase 1 Fountain Pump ("Pump") to the City of Southaven Parks Department, and

WHEREAS, the Mayor and Board of Aldermen are desirous of accepting the donation from Chateau Pointe; and

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

1. The donation of the Pump from Chateau Pointe to the City of Olive Southaven Parks Department, be, and the same is hereby approved and accepted.
2. The City shall inventory and label the Pump pursuant to Mississippi State law.

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

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

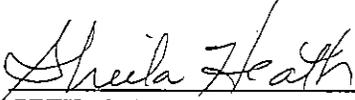
RESOLVED AND DONE, this 7th day of October, 2014.

# Minutes, City of Southaven, Southaven, Mississippi

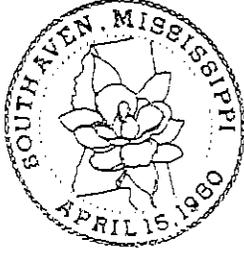


Darren Musselwhite, MAYOR

ATTEST:



CITY CLERK



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# Minutes, City of Southaven, Southaven, Mississippi

## RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI ADOPTING PROCURMENT CARD POLICY

**WHEREAS**, the City of Southaven ("City") pursuant to Mississippi Code Section 31-7-9(1)(b), the Mississippi Department of Finance, Office of Purchasing, Travel and Fleet Management has adopted purchasing regulations governing the use of procurement cards used by governing authorities municipalities; and

**WHEREAS**, the City desires to procure a procurement card to be utilized in accordance with the Mississippi Code and regulations promulgated by the Mississippi Department of Finance; and

**WHEREAS**, the procurement cards will assist the City with expenditures for small purchases of commodities, repairs or services which are bona fide needs of the City as the minimum policy and procedures established by the Office of Purchasing and Travel will be followed; and

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

**SECTION 1.** Pursuant to Mississippi Code 31-7-9(1)(b), the City Clerk is authorized to procure two (2) procurement cards for the Clerk's Office and City IT Department.

**SECTION 2.** The City hereby adopts the Procurement Card Regulations as set forth in Exhibit A to this Resolution.

**SECTION 3.** The use of the procurement card shall be done in complete and strict adherence to the regulations set forth by the Mississippi Department of Finance and all regulations attached hereto as Exhibit A.

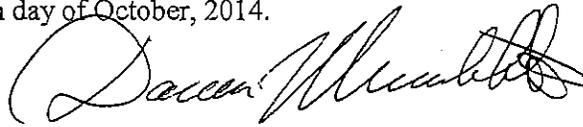
**SECTION 4.** On behalf of the City, the Mayor, the City Clerk or their designee are authorized to take all actions to effectuate the intent of this Resolution.

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

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

# Minutes, City of Southaven, Southaven, Mississippi

RESOLVED AND DONE, this 7th day of October, 2014.



DARREN MUSSELWHITE, MAYOR

ATTEST:



CITY CLERK





**City of Southaven Mississippi**

**Procurement Card  
Guidelines**

**September 2014**

# Minutes, City of Southaven, Southaven, Mississippi



Policy and Procedures for use of City Credit cards

**These guidelines are a not in any way, the intent to bypass the purchasing laws.**

The Cardholder shall:

- Assure that the items purchased are required for official City purposes.
- Assure that the prices paid are fair and reasonable.
- Notify the merchant that the purchase is being made in the name of the City of Southaven which is exempt from state and local taxes.
- Assure that a list of the items purchased are reviewed and confirmed by the cardholder
- Assure that all items are received (no back orders allowed).
- Assure that state contract items are purchased only from the state contract vendor at or below the state contract price.
- Assure that purchases are within the limits set by the city and available budget authority.
- Any form of travel related expenses **ARE NOT ALLOWED.**
- Cash advances **ARE NOT ALLOWED.**
- Upon receipt of the monthly statement, the cardholder shall review all charges to assure accuracy, complete applicable dispute

# Minutes, City of Southaven, Southaven, Mississippi

documents, if needed, reconcile the statement with copies of receipts and order logs, approve and sign the statement.

- Forward the statement, copies of receipts, logs and disputed documents to the appropriate official within the City according to policy.
- Each Cardholder will be required to report lost or stolen cards as soon as the loss or theft is discovered.
- Cardholder will not purchase equipment or inventory items.
- The card holder should safeguard the procurement card and account numbers.
- The City of Southaven will not accept any liability or financial responsibility for city employees' charges that have been incorrectly authorized.

# Minutes, City of Southaven, Southaven, Mississippi

## **Purpose of the Procurement Card**

The following is a User's Guide for the City of Southaven Mississippi's Procurement Card. The Procurement Card is designed to provide a convenient and efficient method of purchasing commodities and/or services that are \$5,000 and below.

The Procurement Card replaces the traditional purchasing method of requisitions, purchase orders, invoicing, and check disbursement. The efficiencies and flexibility of the Procurement Card allow the city to better focus on the value-added aspects of their jobs. The savings from reduced paperwork and online processing can provide a direct benefit to the city.

The Procurement Card is especially efficient for the payment of small dollar, high volume, recurring purchases. The card gives the cardholder the ability to deal directly with the vendor in order to expedite delivery of goods and services. The card also provides a method of payment with widespread acceptance by merchants. The card may be used for purchases in person, over the phone, via fax, on the internet, or by mail.

This User's Guide will provide the user with policies and procedures necessary to remain in compliance with the Office of Purchasing policies, as well as, State Purchasing Law. Departments may establish stricter guidelines.

City Clerk is required to;

- have operating procedures and designated personnel to manage the program
- comply with state purchasing requirements; and

### **A. Program Coordinator Responsibilities**

The City will designate a Procurement Card Program Coordinator to handle all communication with the Office of Purchasing and the contractor. Program Coordinator will also designate the appropriate individuals who will be responsible for review, verification and approval of the cardholder statements. The program coordinator will identify cardholders authorized to purchase on behalf of the City and will establish written internal procedures consistent with the State of

# Minutes, City of Southaven, Southaven, Mississippi

Mississippi Procurement Card Guidelines. It is suggested that to assure compliance with state purchasing laws, the program coordinator officer and/or the approving official be employees of the purchasing department. The following are the minimum requirements:

- The program coordinator will collect and sign all cardholder agreement forms (maintain cardholder agreement forms on file).
- Approve and submit completed application(s) to the Office of Purchasing and Travel. The Office of Purchasing and Travel will submit applications to the contractor for processing.
- Ensure cardholder transaction logs and information are complete and accurate.
- The program coordinator will ensure that cardholders are within spending limits set by the city.
- The program coordinator is responsible for distribution of pertinent information to their agency staff.
- The program coordinator is strongly recommended to copy all documents for their file(s).
- Ensure cardholders have receipts/invoices for purchases made; if no receipt/invoice, the program coordinator should have cardholder complete Procurement Card Missing Document Affidavit Form.
- The program coordinator should ensure that card users are trained on proper policy and procedures set by the agency and the program coordinator should conduct a training session wherein the individual employees are provided with information concerning the procurement card program, as well as, state purchasing laws.
- The contractor will send all cards (procurement card(s)) to the program coordinator that will be responsible for distribution at the city level.

## **B. The City Program Coordinator shall:**

1. Review statements and applicable documents to assure that only proper purchases have been made and that the statement accurately reflects the charges indicated on the receipts, logs, and disputed documents. If correct, the program coordinator will approve the statements for payment and process to the accounts payable office to ensure that it will arrive at the Bureau of Financial Control within ten (10) days of when statement was received.
2. Submit disputed documents to the contractor for review and submit copies to the city's accounting office.

The agency accounting office will reconcile all statements against the master statement and submit a requisition for a single warrant to be paid. The requisition will indicate a request for payment for procurement card purchases and will use

# Minutes, City of Southaven, Southaven, Mississippi

object codes listed in the MAAP Manual. For those object codes requiring a purchase order, use the following object codes: "Procurement Card/Contractual," 61800, "Procurement Card/Commodity," 62800 and/or "Procurement Card/Food for Business Meetings," 62475.

It is required that the agency maintain a file with the statements and all applicable receipts and dispute documents.

The cardholder shall sign a statement verifying that he/she has read these minimum requirements and any additional policies established by agency and that it is understood **he/she will be personally liable for any purchase that is made which is not in compliance with these procedures;** and in addition to being responsible for any such charges, the cardholder may lose privilege of using the procurement card.

The City program coordinator shall sign a statement verifying that he/she has read these minimum requirements and that it is understood he/she may be held jointly liable for any purchase that is approved by the program coordinator that is not in compliance with these procedures, in addition to being responsible for any such charges, the agency may lose the privilege of using the procurement card program.

## **C. Security Issues**

Departments that are issued procurement cards for office use should have the program coordinator keep the procurement card(s) in a secure location, such as, a locked file cabinet or office safe, etc. Require users to sign the procurement card out and in after each use.

Cardholders should be instructed not to carry the procurement card on personal vacations, weekends and/or holidays. The cardholder should keep the procurement card separate from personal credit cards. Departments should have the program coordinator double check receipts/invoices against monthly statements.

City should establish controls and limitations for the use of the procurement card. City should make sure that policies and procedures are established, set projected expenditures, and pre-set limitations for each procurement card that is issued based on individual agency needs.

## **D. Liability**

The City of Southaven will not accept any liability or financial responsibility for city employees' charges that have been incorrectly authorized and:

1. Exceed any of the limits specified to the contractor by a cardholder's agency.
2. Violate any of the Merchant Category Codes (MCC) restrictions specified to the contractor by a cardholder's agency.

# Minutes, City of Southaven, Southaven, Mississippi

## **E. Getting Started**

The city should review the following and submit appropriate completed forms to the Office of Purchasing and Travel.

### **• Define Documentation and process for Procurement Card**

Executives of participating departments should create stricter policies, procedures and guidelines for use of the procurement card if necessary.

### **• Prepare a filing system**

The filing system can accommodate monthly statements, supporting documentation, copies of cardholder agreements and applications, etc.

### **• Designate a Program Coordinator Administrator**

The Program Coordinator will be the liaison that contacts the Office of Purchasing for changes to cardholder's information, etc. and this individual will be responsible for confidentiality of cardholder account information.

### **• Complete Agency Billing Account Setup Form**

This form is for first time agency use of the procurement card program and this form should be completed with the agency information for billing purposes.

### **• Complete Program Coordinator Setup/Maintenance Form**

This form allows the Program Coordinator to contact the designated Client Account Manager, as well as, gather other needed information. This form can also be completed to replace an existing PC (Program Coordinator) due to resignation, change in employment, etc.

### **• Complete Purchase Card Setup Form**

The commercial purchase card setup form is used for requesting a new purchase card(s) for individual(s) that will be using the procurement card.

### **• Complete Cardholder Agreement Form**

The cardholder agreement form is to be completed by the cardholder. The cardholder shall sign the statement attached stating that he/she has read and understands the minimum requirements and any additional policies or procedures. A copy of this form should be kept on file with the PC (Program Coordinator) and the original sent to the Office of Purchasing and Travel.

### **• Complete MS Governing Authority Authorized Users Form**

This form should be completed by city only along with the other forms listed above.

### **• Blocked MCC Codes**

For cards that are blocked while at point of sale, contact the Office of Purchasing and Travel or dial 1-888-494-5141.

# Minutes, City of Southaven, Southaven, Mississippi

## II. Obtaining Your Procurement Card

There will be two Procurement Cards issued at this time. The City Clerk and the IT/Communications Director.

In order to obtain a Procurement Card an employee must complete the Cardholder Application/Agreement found on the Office of Purchasing and Travel website. The application must be filled out completely and signed by the Cardholder, as well as, the Program Coordinator.

Upon completion, the Program Coordinator will forward the application to the Office of Purchasing and Travel.

For first-time Cardholders, a mandatory training session with your program coordinator is required for activation of your card.

Procurement Cards will automatically renew upon expiration unless the Office of Purchasing and Travel is advised otherwise from the city

### A. Cardholder Responsibilities

The following are the minimum requirements:

- The cardholder should only use the procurement card for proper purchases as outlined in this manual.

- The cardholder should safeguard the procurement card and account number.

- Individual procurement cards may only be used by the named cardholder.

Only agency cards may be used by more than one person.

- The cardholder should not loan procurement card to anyone.

- The cardholder should ensure that the procurement card is kept in an accessible secure location.

- The cardholder should not post account number of the procurement card.

- The cardholder shall read and sign the cardholder agreement stating that he/she has read and understands the minimum requirements and any additional policies or procedures.

- The cardholder should obtain an itemized receipt/invoice for each purchase. (If receipt/invoice cannot be obtained, complete a Procurement Card Missing Document Affidavit Form).Page 6 State Procurement Card Guidelines 10/28/2013

# Minutes, City of Southaven, Southaven, Mississippi

## **B. Minimum Requirements**

The following are the minimum requirements for use of the Procurement Card Program.

### **The Cardholder(s) shall:**

1. Assure that the item(s) purchased are required for official government purposes.
2. Assure that the prices paid are fair and reasonable.
3. Notify the merchant that the purchase is being made in the name of a government entity which is exempt from state and local taxes.
4. Assure that a list of the items purchased (either in the form of a detailed sales receipt or an order description) is reviewed and confirmed by the cardholder.
5. Assure that all items are received (no back orders allowed).
6. Assure that state contract items are purchased only from the state contract vendor at or below the state contract price.
7. Assure that purchases are within the limits set by the individual agency and available budget authority.
8. Any form of travel related expenses is not allowed.
9. Cash advances are not allowed.
10. Upon receipt of the monthly statement, the cardholder shall review all charges to assure accuracy, complete applicable dispute documents, if needed, reconcile the statement with copies of receipts and order logs, approve and sign the statement.
11. Forward the statement, copies of receipts, logs and disputed documents to the appropriate official within the agency according to agency policy. This should be done within one day after receipt of the statement.
12. Each cardholder will be required to report lost or stolen cards as soon as the loss or theft is discovered.

## **III. Credit Limits**

The Program Coordinator may request an initial monthly credit limit of \$5,000, \$10,000, \$20,000, or \$30,000, based on the Agency's monthly spending needs

# Minutes, City of Southaven, Southaven, Mississippi

Please contact the City Clerk for changes on the spending limit amounts. There is a single transaction limit of \$5,000 on all State of Mississippi Procurement Cards.

The daily credit limit will be equal to the monthly credit limit. Any requests for a different monthly and daily credit limit must be approved by Mayor's Office and City Clerk.

The Program Coordinator or his/her designee may increase or decrease card limits. For credit limit increases or decreases, the City Program Coordinator must submit request in writing by email to the Office of the City Clerk. The Program Administrator will respond to the request and make the necessary changes.

#### **IV. Food Charges on the Procurement Card**

Food purchases for business meetings may be purchased on the Procurement Card. The Procurement Card Program has been expanded to allow food purchases for business meetings provided the following requirements are met:

- The purchase of food must serve a legitimate business purpose.
- More than one person must be present for the purchase of food.
- No alcohol may be purchased.
- Any gratuity over 20% requires a written justification.

Food may be purchased in restaurants, grocery stores or any location that food is sold. The food may be purchased for pick-up, delivery or dine-in. Account Code 62475 should be used for agencies using Statewide Automated Accounting System (SAAS).

ALL food purchases on the Procurement Card require an "Office of Purchasing and Travel Food Purchase Form," to be completed. If food is purchased for a business meeting or an event, the MEETING/EVENT box should be checked and the remainder of the form completed. If the food is purchased for a meeting, attach the meeting's agenda to the back of the form. If the food is purchased for the agency rather than for a business meeting or an event (i.e. bulk food), check the BULK FOOD PURCHASE box and complete only the "Purpose" section of the form. This form is located on the Office of Purchasing and Travel website.

Food may not be purchased by an individual while traveling. These charges must go through the respective Travel Departments

# Minutes, City of Southaven, Southaven, Mississippi

Food may be purchased through a caterer as long as the caterer is incorporated, LLC-C corporation, or a LLC-S corporation. The Office of Purchasing and Travel Procurement Card is not 1099 reportable, thus only certain types of businesses are eligible for catering. It is the Agency's responsibility to determine if a business is incorporated, LLC-C corporation, or a LLC-S corporation.

## V. Hotel Charges on the Procurement Card

The City of Southaven Procurement Card may be used for payment of hotel charges for visitors of the City. This may include guests, speakers, visitors and potential job applicants. This charge is only allowable when the guest is visiting the City of Southaven Mississippi.

The Procurement Card may **not** be used to pay for hotel charges of the City of Southaven employees. City employees must make arrangements to pay their hotel charges through the respective Travel Department. Do **not** give the Procurement Card number to a hotel to reserve a room for a State of Mississippi employee. It has been our experience that many times the hotel will go ahead and charge the room to the card. If this happens, the Procurement Card Account must be reimbursed by the cardholder.

A Hotel Charges Form for visitors must be completed with two signatures and attached to the receipt for each hotel charge. The hotel charges form is located on the Office of Purchasing and Travel website.

## VI. Contractual Services

The Procurement Card may be used for the payment of Contractual Services with one requirement. A business must be incorporated, LLC-C corporation, or a LLC-S corporation for use of the Procurement Card when paying for Contractual Services. The Procurement Card is not set up to be 1099 reportable to an individual, partnership or LLC-Partnership.

It will be the responsibility of the cardholder to determine the business structure when paying for a service. If the business structure is not specified on the receipt, please attach a document to the receipt identifying the business structure.

Please do not give your card number to a business for a recurring monthly charge. You may use your card for payment of these services as long as you are invoiced and have control over the payment process. We do not want anyone to have the ability to charge our card monthly without prior knowledge.

## VII. State Contract Items

The Procurement Card may be used for the purchase of State Contract Items. Equipment that is listed for purchases on state contract **is not allowed**.

# Minutes, City of Southaven, Southaven, Mississippi

## **VIII. Equipment Procurement Card (Non-SAAS Users)**

Those agencies not using SAAS can set up their own guidelines for Equipment Purchases. The State recommends setting up a separate card for these purchases that indicates equipment somewhere on the card. You should also develop guidelines/procedures to add to state inventory. A copy of these procedures should be sent to the Office of Purchasing and Travel.

Governing authorities should follow the requirements above and must seek board approval with a copy sent to the Office of Purchasing and Travel.

If equipment is inadvertently purchased on the procurement card by a SAAS agency, the Program Coordinator must complete the Equipment Form, obtain the cardholder's signature and submit to the Office of Purchasing and Travel. A copy of this form must be attached to the payment voucher and the correct equipment capital outlay object code should be used on the payment voucher. The cardholder should be informed that equipment purchases will not be allowed in the future. The Office of Purchasing and Travel will monitor these purchases and reserves the right to terminate the user's card.

## **IX. Sign-In/Sign-Out Instructions**

A Sign-In/Sign-Out form is used when you have a department card in your agency that is checked out periodically by several users. Each agency with this type of card should develop procedures for handling of such card.

## **X. Declined Transactions**

In the event that your transaction is declined, please access your card statement or on-line statement for an explanation of the denial. The most common reasons for the card to be declined include:

- Monthly spending limit exceeded
- Incorrect expiration date
- Incorrect card number
- Restricted vendor
- Single transaction limit exceeded
- Incorrect MCC code
- Blocked MCC code

If you are unable to determine the cause of the card being declined, contact the Program Coordinator and if they are unable to correct the issue, they will contact the Program Administrator in the Office of Purchasing. For cards that are blocked while at point of sale, the Program Coordinator must contact the Program Administrator.

# Minutes, City of Southaven, Southaven, Mississippi

## **XI. Prohibited Purchases**

The following purchases are prohibited with the Procurement Card:

- Travel related expenses
- Contractual Services to an Individual, Sole Proprietor, Partnership or LLC Partnership
- Cash Advances
- Radioactive, Explosive or other Hazardous material
- Items for personal use
- Alcoholic beverages
- Gifts
- Items on back order
- State Taxes
- Entertainment

All cardholder is required to maintain a complete and current inventory list of each property item which costs \$1000 or more unless the items purchased fall within the groups listed below. These items will be required as equipment, regardless of their purchase value.

- Weapons
- Two-way radio equipment
- Lawn Maintenance Equipment
- Cellular telephones
- Chain Saws
- Air compressors
- Welding machines
- Generators
- Motorized vehicles
- Camera and Camera Equipment (greater than \$250)
- Televisions (greater than \$250)
- Computer and Computer equipment (greater than \$250)

## **XII. Exceptions**

This User's Guide provides a thorough set of guidelines for proper use of the City of Southaven Procurement Card. It is understood, however, that there might be cases when the use of the Procurement Card may be expanded outside of normal policy.

All requests for exceptions to the Policies and Procedures set forth in this guide must be submitted in writing to the City Clerks Office. In the event of an emergency, a request may be made over the telephone.

# Minutes, City of Southaven, Southaven, Mississippi

The Office of Purchasing and Travel will then review the request and notify the requestor of the approval or denial of the request. Please keep all copies of all documents related to the request for audit review.

## **XIII. Lost or Stolen Cards**

Each cardholder will be required to report lost or stolen cards, as soon as, the loss or theft is discovered. Contact the bank immediately at 1-800-821-5184. The cardholder should contact their program coordinator. The contractor will mail replacement cards within 48 hours after receiving the report of a lost or stolen card. The contractor will be required to send written notification to the cardholder's agency and/or the Office of Purchasing within 48 hours after receiving the report of a lost or stolen card. A written report indicating the individual cardholder's name, department and date of loss or lost or stolen card must be sent to the Office of Purchasing.

## **XIV. Taxes**

Per Section 27-65-105(a) of the Mississippi Code of 1972, Annotated, state agencies are exempt from state sales tax. This section provides that sales of tangible personal property or services made to the United State Government, the State of Mississippi and its departments, institutions, counties and municipalities or departments or school districts of said counties and municipalities are exempt from sales taxes. As a prerequisite to exemption, the sale of property or charge for services must be sold directly to, billed directly to and paid for directly by the exempt entity. Invoices and/or receipts should be reviewed to ensure that the vendor did not charge sales tax.

This exemption does not apply to sales of tangible personal property or services to contractors purchased in the performance of contracts with the exempt entity, nor the employees of the exempt entity, although the contractor or employee may be reimbursed for the expense by the exempt entity. The exemption also does not apply to Production Taxes nor Contractors Taxes levied by Sections 27-65-15 and 27-65-21, Mississippi Code of 1972.

## **XV. Billing**

At the end of each cycle, the contractor will submit a statement to each approving official including statements of individual cardholders and also, shall submit a consolidated report to the cities accounting office (A/P). The approving official will distribute the individual cardholder statements for review and verification. The approving official will forward the approved statements to the accounting office for payment. There is no purchase order required for these transactions. All

# Minutes, City of Southaven, Southaven, Mississippi

records, including a copy of the master statement and original individual statements, logs, etc., related to the program must be maintained at the City Clerks Office and available upon request for audit purposes.

## **A. Interest**

If payment for undisputed amounts is not mailed or otherwise delivered within 45 days after receipt of the statement, the public body shall be liable to the contractor in addition to the amount of the undisputed amounts shown on the invoice for interest at a rate of one and one-half percent (1-1/2%) per month or portion thereof until such time as the payment is mailed or otherwise delivered to the contractor.

## **B. Balances on Accounts**

In accordance with Section 10.112.01, Mississippi Procurement Manual, balances on credit cards shall be paid at the receipt of the monthly statement, once statements have been reconciled for accuracy. Balances on credit cards shall not be carried over to the next month except on disputed claims and only for the disputed amounts.

## **XVI. Procedures for Processing Statements for SAAS Users:**

The object codes in the MAAP Manual should be used when processing purchases. Use the following object codes when the MAAP Manual requires a purchase order:

- Procurement Card/Contractual Purchases 61800
- Procurement Card/Commodity Purchases 62800
- Procurement Card/Food for Business Meetings 62475

The procurement card statement with proper documentation should be attached to SAAS payment voucher and forwarded to the Bureau of Financial Control within 10 working days of receiving statement.

The Program Coordinator should be auditing statements and invoices to ensure prohibited purchases are not submitted to Bureau of Financial Control. Some examples are listed below:

- Split orders – splitting invoice to circumvent the purchasing laws
- ~~Split orders~~
- Back orders
- Travel related expenses
- Entertainment
- Equipment
- Proper documentation – food form, itemized invoice, original list of attendees signatures for business meetings, agenda (must include date and time on the agenda), other requirement not mentioned in this section required by Procurement Card Guidelines or by Bureau of Financial Control

# Minutes, City of Southaven, Southaven, Mississippi

Any questions relating to payment voucher processing/supporting documentation should be directed to the City Clerk.

## **XVII. Audit Policies and Procedures**

All City of Southaven/State of Mississippi Procurement Cards will be audited. These audits will take place by your Purchasing Card Coordinator and randomly by the Office of Purchasing and Travel, Bureau of Financial Control, and Office of State Auditor. When it is time for your scheduled audit, you will receive the following email from the Office of Purchasing and Travel:

*It is time for the Office of Purchasing and Travel or Bureau of Financial Control to conduct a periodic audit of your procurement card purchases. It would like to schedule the audit, which will take about 30 – 45 minutes, on at . Please confirm that this date is okay. Auditing period will be from the billing period to .*

Transactions may be audited to verify, but not limited to, the following:

- All single purchase transactions
- The Procurement Card is being used for appropriate purchases
  - Itemized receipts/invoices and/or Procurement Card Missing Document Affidavit Form is attached with monthly statement(s).
- No sales tax is being charged
- Documentation is complete (itemized receipts and statements are accounted for)
  - Splitting Orders (Orders should not be split to circumvent spending restrictions)
  - Any cardholder that reconciles statements must have supervisor verify process for accuracy and accountability.

Mississippi Office of the State Auditor website: <http://www.osa.state.ms.us>

The Procurement Card Audit Checklist is a tool that can be used by an agency for self audits to ensure that the procurement card is being used for appropriate purchases. The checklist will aide and prepare a department for when there is an audit performed by the Mississippi Office of the State Auditor. The Procurement Card Audit Checklist is located in the Forms Section of these guidelines. **This checklist is an example and can be modified to meet any city guidelines.**

Ensuring that the audit go smoothly;

- a. Itemized receipts are behind or attached to the bank statements in the order that they appear on the statement (small receipts should be taped individually to an 8x11 sheet of paper).
- b. No State of Mississippi sales tax is charged on any receipts. If tax is charged get a credit for the charge.
- c. Any food purchase has proper documentation required in Section IV. Food

# Minutes, City of Southaven, Southaven, Mississippi

## Charges.

d. Make sure the statements are initialed by the reconciler, as well as, the reviewer.

The Office of Purchasing will either perform the audit on-site or will pick up the information and perform the audit at their offices.

Please make copies of records at the end of each month. This will help ensure things run much more efficiently when it is time for an audit. The Office of Purchasing will audit transactions and issue a preliminary audit report usually within a week. The Office of Purchasing and Travel will give an agency two weeks to resolve any areas of non-compliance and copies of the correction must be sent to the Office of Purchasing. The Office of Purchasing will then send a final audit report in which a copy will be provided to the Cities Mayor and Board of Alderman.

Depending on the results of the audit, there are several possible actions. If the Office of Purchasing and Travel feel it necessary, training will be conducted by this office to bring the cardholder in for further training. If the violations warrant closing the card, this will be the action taken. Obviously in the case of fraud, the Office of Purchasing will forward the information to the Office of the State Auditor.

Areas of special emphasis to Internal Audit are dual signatures on the statement, the storage of the card in a secure location, and a sign in/sign out sheet for cards used by multiple people.

**Definition:** A split purchase is a purchase where a cardholder intentionally divides what should be a single purchase into two or more separate purchases on one or more occasions to avoid exceeding their single-purchase limit.

Split purchases should not be made. The cardholder should be aware when a purchase will exceed the single-purchase limit. (Basically, before a purchase is made from a vendor and you are aware that the purchase will exceed your single-purchase limit, do not use the procurement card to pay for that purchase.)

Purchases over \$5,000 must be on a purchase order and requires two written quotes.

## **XVIII. Questions or Assistance**

Please feel free to contact the Office of the City Clerk with any questions, problems, inquiries, etc., regarding your Procurement Card. You may contact the Procurement Card Administrator by either phone or email at [ProcurementCard@dfa.ms.gov](mailto:ProcurementCard@dfa.ms.gov)

# Minutes, City of Southaven, Southaven, Mississippi

For cards that are blocked while at point of sale, contact the Office of Purchasing and Travel or by dialing 1-888-494-5141.

## **XIX. Emergency Use**

Some agencies have elected to obtain procurement cards earmarked for "emergencies" only. However, the regular Procurement Card may be used during emergency conditions as well. The Procurement Card or Emergency Procurement Card may be used to purchase items in emergency conditions as defined in Section 3.110 of the Procurement Manual. An Emergency or Regular Procurement Card should be used **only** when the Mayor or the President has declared an emergency or as deemed by state statute.

The Program Coordinator must submit a request in writing via email to the Program Administrator in OPT to open an emergency card. The request must consist of a copy of the declaration/proclamation declaring the emergency, the reason for the emergency purchase, agency name, cardholder's complete name, last six digits of the account, and the length of time the card will need to be opened. If there is a need for the card to be opened for a period longer than initially requested, the Program Coordinator must submit a request in writing to the Program Administrator. The request may be submitted via email indicating the length of time the card will need to be opened.

The Procurement Card or Emergency Procurement card in accordance with Section 3.110.03 of the Procurement Manual shall be used to purchase **only** items limited to supplies, services or construction items necessary to meet the emergency.

In addition to the above requirements, OPT requests that the Program Coordinator prior to payment of the invoice submit copies of the statement and receipts to the Program Administrator for review. Since OPT is responsible for the administration of the program, this request is being made to ensure from a management perspective that the items purchased are in line with the Procurement Card Program Guidelines.

## **XX. Miscellaneous**

The Procurement Card may be used for the following:

- Conference Registrations
- Memberships
- Software, provided you are not signing a Licensing Agreement
- Auto Rentals regardless of the provider (not while in Travel Status)
- Freight/Shipping Charges
- Postage/Post Office Box Rental

# Minutes, City of Southaven, Southaven, Mississippi

Subscriptions/Publications Reprints  
Advertising  
Space Rental at Conferences/Conventions

Contact the Office of Purchasing and Travel for exceptions that may not be listed above. The Office of Purchasing and Travel in conjunction with the Bureau of Financial Control will determine if the exception will be considered and including it in the list above.

# Minutes, City of Southaven, Southaven, Mississippi

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

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

WHEREAS, it has been recommended by the City Engineers and Project consulting engineers to allow for an open trench in lieu of a directional boar for the Project at one location for the Project and a directional boar in lieu of an open trench for the Project at a different location, with such details and cost being set forth in Exhibit A; and

WHEREAS, it has been recommended by the City Engineers and Project consulting engineers to allow for adjustments to be made in the materials needed for the Project as more fully set forth in Exhibit A; and

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

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

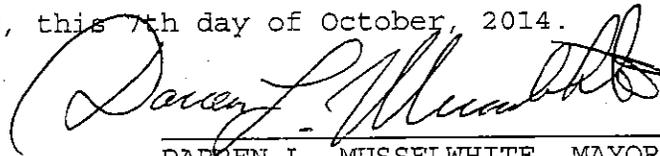
1. Pursuant to Mississippi Code 31-7-13(g), the Change Order No. 1 for the Project is not a new undertaking or outside the original scope of the contract and is commercially reasonable and not being done to circumvent the public purchasing statutes, the City Board approves the Change Order in the amount of \$6,747.19
2. The Mayor is authorized to take all actions to effectuate the intent of this Board Order.

# Minutes, City of Southaven, Southaven, Mississippi

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

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

ORDERED AND DONE, this 7th day of October, 2014.



DARREN L. MUSSELWHITE, MAYOR

ATTEST:



CITY CLERK



# Minutes, City of Southaven, Southaven, Mississippi



engineers  
planners  
surveyors  
environmental  
scientists  
landscape  
architects

September 9, 2014  
N-S Project No. 6.5146.063

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

RE: **Change Order No. 1 – Summary Letter**  
Hurricane Creek Sewer Project – Phase 3  
Trinity Lakes and Airways Road Pump Stations & Sewer Mains  
and Trinity Lakes WWTF Abandonment  
MDEQ SRF-C280910-01 (Contract #4)

Dear Mr. Cordell:

As you will recall from our recent meetings in dealing with Argo Construction Corporation's (Contractor) request for changes on the above referenced project, the primary reasoning for this request is the 12" ductile iron pipe (DIP) force main's alignment conflict with major landscaping and water main clearances along Highway 51. The following paragraphs provide further detailed summary to the circumstances leading to the required changes, as set forth in the enclosed Change Order No. 1 documents.

After our first meeting with the Contractor it became apparent that the cost to replace the existing established landscaping and irrigation network, in front of Helen of Troy, would be much greater than originally estimated. The option to directionally bore the 12" DIP an approximate distance of 500 linear feet and do away with this landscaping replacement cost, was agreed upon by all parties. Once I reviewed all the necessary requested cost-breakdown information from the Contractor, the revised costs are reflected in an overall credit through a unit cost adjustment, credit for difference in open-trench versus directional bore costs, and an added DIP directional bore pay item. Along with a credit for not using limestone bedding along the open trench portions of DIP, this part of Change Order No. 1 totals a decrease in the amount of (\$6,200.22).

The next part of this change request deals with an alignment conflict with an existing water main, owned and maintained by the Horn Lake Water Association that was installed sometime between the of project design approval and bidding. After pot-holing for the existing utilities, the Contractor found that the newly laid water main was laid in-line with the proposed alignment for the 12" DIP force main. Therefore, the force main alignment had to be shifted east, inside the permanent utility easement, to an offset of 3 feet from the outside line. With this required alignment shift, the proposed 12" DIP force main now finds itself aligned through more

G:\Projects\5000\51-16.063 Hurricane Creek Trinity Lakes\Correspondence\Argo Const\Change Order INC.O. #1 Summary ltr to Dan\_8-29-14.doc

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

# Minutes, City of Southaven, Southaven, Mississippi

landscaping and irrigation islands installed less than 6 months ago for the newly constructed Hillwood warehouse. In order to deal with these new obstacles, the Contractor has requested that approximately 375 linear feet be changed from open trench to directional bore. This part of Change Order No. 1 totals an increase in the amount of \$20,118.75.

The third part of this change deals with an increase in the quantity of open trench 12" DIP force main required, connecting the existing inactive 12" DIP force main to an existing manhole on the Hurricane Creek Gravity Interceptor. A distance originally understood to be less than 60 linear feet has been confirmed by the Contractor, through pot-holing, to be approximately 158 linear feet. In order to bridge this gap an additional 98 linear feet of 12" DIP will need to be added to the project. This quantity will be added to the new pay item #10.2, which includes an updated unit cost minus the limestone bedding. This part of Change Order No. 1 totals an increase in the amount of \$6,778.66.

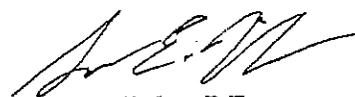
The final part of this change consists of miscellaneous quantity decreases in other pay items that have been found, since the start of construction, to have higher quantities than needed. This part of Change Order No. 1 totals a decrease in the amount of (\$13,950.00).

The cumulative value of all the parts of this change request totals an increase of \$6,747.19, increasing the original contract bid amount from \$1,525,313.00 to \$1,532,060.19. At this time, no additional construction time has been requested by the Contractor, through this change request.

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

Sincerely,

NEEL-SCHAFFER, INC.



Sean E. Hilsdon, P.E.  
Project Manager

/seh

Enclosures (Change Order No. 1 documents)

cc: Renee Havens, City of Southaven Eng. dept. (via email)  
Ray Humphrey, City of Southaven Utility dept. (via email)



# Minutes, City of Southaven, Southaven, Mississippi

NPPLF22  
9/22/2004

## CONTRACT CHANGE ORDER

OWNER: City of Southaven

CONTRACTOR: Argo Construction Corporation

DATE: 08/29/2014 LOAN NUMBER: SRF-C280 910-01

CHANGE ORDER NUMBER: 1 CONTRACT NUMBER: 4

PROJECT NAME Hurricane Creek Sewer Project - Phase 3

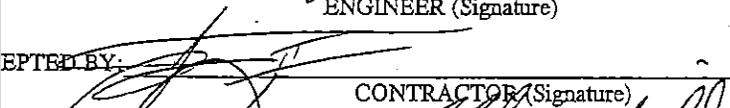
REASON FOR CHANGE: 12"DIP force main adjustment due to exist. utility conflicts; DIP bore added; quantity decreases and contractor credits.

THE CONTRACTOR IS HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS (USE ADDITIONAL SHEETS IF REQUIRED):

ITEM NO.	DESCRIPTION OF CHANGE(S) (QUANTITIES, ETC.)	UNIT COST	TOTAL CONTRACT	TOTAL ELIGIBLE COST
	SEE ATTACHMENT			
			TOTAL	TOTAL ELIGIBLE
ORIGINAL CONTRACT AMOUNT:			\$1,525,313.00	\$1,525,313.00
CURRENT CONTRACT AMOUNT:			\$1,525,313.00	\$1,525,313.00
THIS CONTRACT CHANGE:			(+) \$ 6,747.19	(+) \$ 6,747.19
REVISED CONTRACT AMOUNT:			\$1,532,060.19	\$1,532,060.19
CURRENT CONTRACT COMPLETION DATE:			03/25/2015	03/25/2015
TIME EXTENSION REQUIRED BY CHANGE:			n/a	n/a
REVISED CONTRACT COMPLETION DATE:			n/a	n/a

THIS CONTRACT CHANGE ORDER SHALL BECOME AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT WILL APPLY.

RECOMMENDED BY:  9-9-14  
ENGINEER (Signature) DATE

ACCEPTED BY:  9/9/14  
CONTRACTOR (Signature) DATE

APPROVED BY:  10-9-14  
OWNER (Signature) DATE

# Minutes, City of Southaven, Southaven, Mississippi

Change Order No. 1 - Detail Attachment

Pay items with Quantity Decreases (as shown below):

Pay Item	Description / Units	Quantity (decreased)	Unit	Unit Cost	=	Cost
8.0	300# Rock Riprap w/ geotextile fabric	-200	Ton	\$ 45.00	=	\$ (9,000.00)
10.0	Force Main, 12" D.I.P. (open-trench)	-875	L.F.	\$ 71.00	=	\$ (62,125.00)
19.1	Existing 12" D.I.P. Force Main Repair	-0.7	Each	\$ 3,500.00	=	\$ (2,450.00)
19.2	Existing 6" PVC Force Main Repair	-1	Each	\$ 2,500.00	=	\$ (2,500.00)
<b>SUBTOTAL - DECREASED</b>						<b>\$ (76,075.00)</b>

Pay Items Added (as shown below):

Pay Item	Description / Units	Quantity (added)	Unit	Unit Cost	=	Cost
10.2	Force Main, 12" D.I.P. (open-trench w/o limestone bedding cost)	98	L.F.	\$ 69.17	=	\$ 6,778.66
27.0	Force Main, 12" D.I.P. (Horizontal Directional Drill)	875	L.F.	\$ 124.65	=	\$ 109,068.75
25.0	Credit - no limestone bedding for bid length of open-trench D.I.P.	1	L.S.	\$ (8,524.14)	=	\$ (8,524.14)
29.0	Credit - directional bore in lieu of open trench, 12" D.I.P. force main	1	L.S.	\$ (24,501.08)	=	\$ (24,501.08)
<b>SUBTOTAL - INCREASED</b>						<b>\$ 82,822.19</b>

<b>TOTAL CONTRACT CHANGE</b>	<b>\$ 6,747.19</b>
------------------------------	--------------------

# Minutes, City of Southaven, Southaven, Mississippi

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN  
OF THE CITY OF SOUTHAVEN, MISSISSIPPI  
APPROVING CHANGE ORDER AND AUTHORIZING THE MAYOR TO SIGN THE  
CHANGE ORDER NO. 2 FOR THE DEER CREEK LANE DRAINAGE PROJECT

WHEREAS, the City of Southaven ("City"), pursuant to Mississippi Code Section 31-7-13, previously solicited bids for the Deer Creek Drainage Project ("Project") whereby Dixieland Contractors, Inc ("Dixieland") was the low bid; and

WHEREAS, it has been recommended by the City Engineers and City Engineering representatives that quantity adjustments for materials was required for the Project; and

WHEREAS, based on the recommendation of the respective engineers, the City desires to revise the quantity adjustments for the materials and allow for the work for the inadequate subsurface soils; and

WHEREAS, pursuant to Mississippi Code 31-7-13(g), the City finds that the Change Order for the Project is necessary and better serves the purpose of the City and the change order will be done in a commercially reasonable manner and is not being done to circumvent the public purchasing statutes; and

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

1. Pursuant to Mississippi Code 31-7-13(g), the Change Order No. 1 for the Project is not a new undertaking or outside the original scope of the contract and is commercially reasonable and not being done to circumvent the public purchasing statutes, the Mayor is authorized to sign the change order in the amount of \$8,504.20.
2. The Mayor is authorized to take all actions to effectuate the intent of this Board Order.

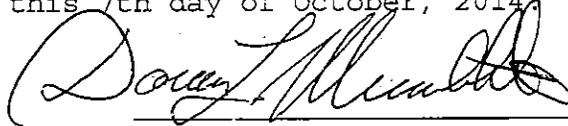
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# Minutes, City of Southaven, Southaven, Mississippi

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

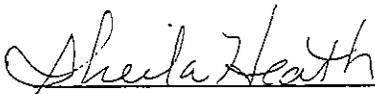
Alderman William Brooks	YES
Alderman Kristian Kelly	YES
Alderman Shirley Beshears	YES
Alderman George Payne	YES
Alderman Joel Gallagher	YES
Alderman Scott Ferguson	YES
Alderman Raymond Flores	YES

ORDERED AND DONE, this 7th day of October, 2014.



DARREN L. MUSSELWHITE, MAYOR

ATTEST:

  
CITY CLERK

# Minutes, City of Southaven, Southaven, Mississippi

## CONTRACT CHANGE ORDER

DATE:	9/30/2014	ORDER NO.	Final - 2
CONTRACT FOR:	DEER CREEK LN DRAINAGE IMPROVEMENTS		
OWNER:	CITY OF SOUTHAVEN		
CONTRACTOR:	DIXIELAND CONTRACTORS, INC.		

You are hereby requested to comply with the following changes from the contract plans and specifications:

Description of Changes (Supplemental Plans and Specifications Attached)	DECREASE in Contract Price	INCREASE in Contract Price
Item 4 - Removal of Existing Iron Fence - Increase Quantity by 87 LF at \$20.00 per LF		\$ 1,740.00
Item 5 - Reinstall / Replace Removed Iron Fence - Increase Quantity by 84 LF at \$41 per LF		\$ 3,444.00
Item 10 - Asphalt Road Repair - Reduce Quantity by 60 SY at \$40 per SY	\$ 2,400.00	
Item 12 - Sodding - Increase Quantity by 140 SY at \$4 per SY		\$ 560.00
Item 18 - Rip Rap w/ Fabric - Increase Quantity by 10.5 TN at \$80 per TN		\$ 840.80
Item 1-19 - 38" x 57" CMAP - Reduce Quantity by 22 LF at \$93 per LF	\$ 2,046.00	
Item 21 - Pipe Undercut - Reduce Quantity by 18.4 CY at \$12.5 per CY	\$ 230.00	
Item 22 - Zoysia Sod - Increase Quantity by 400 SY at \$6.61 per SY		\$ 2,644.00
Item 24 - Pea Gravel Concrete Driveway with Curb - Increase Quantity by 94.84 SF at \$7.62 per SF		\$ 722.68
New Item 25 - Inlet Grate Modification - 1 EA at \$2050.88 per EA		\$ 2,050.88
New Item 26 - New Iron Fence Section (+-8' Additional Length) - 1 LS at \$1177.84 per LS		\$ 1,177.84
<b>TOTALS</b>	<b>\$ 4,676.00</b>	<b>\$ 13,180.20</b>
<b>NET CHANGE IN CONTRACT PRICE</b>		<b>\$ 8,504.20</b>

**JUSTIFICATION:** This change order addresses several line item adjustments related to the under run or over run on various quantities throughout construction; the increase of concrete driveway repair, additional sod, and fence adjustments required on the Armstrong property; and includes modifications to the SS3 inlet grate to help reduce debris build up.

The amount of the Contract will be ~~(Decreased)~~ (Increased) By The Sum Of: Eight Thousand  
Five Hundred and Four 20/100 Dollars \$ 8,504.20

The Contract Total Including this and previous Change Orders Will Be: One Hundred Ninety One  
Thousand and Six Hundred and Thirty Five 20/100 Dollars \$ 191,635.20

The Contract Period Provided for Completion Will Be ~~(Increased)~~ ~~(Decreased)~~ (Unchanged): 85 Days.

This document will become a supplement to the contract and all provisions will apply hereto.

Accepted  (Owner) 10-9-14  
(Date)

Recommended  (Owner's Architect/Engineer) 10/01/14  
(Date)

Accepted  (Contractor) 10/01/14  
(Date)

# Minutes, City of Southaven, Southaven, Mississippi

## Stored Materials Summary

Contractor's Application No. 06

For Contract:		Deer Creek Drainage Improvements			Application Number: 5			8/28/2014	
A	B	C	D		E		F		G
Invoice No.	Shop Drawing Transmittal No.	Materials Description	Date (Month/Year)	Amount (\$)	Amount (\$)	Subtotal	Date (Month/ Year)	Amount (\$)	Materials Remaining in Storage (\$)
3608	1012-08	448 LF 3/8" x 57' CMAP and 12 Pipe Bands	14-May	28,703.00	\$	\$	14-Jun	28,703.00	0.00
3608	1012-08	Rebar for Headwall	14-May	273.94	\$	\$	14-Jun	273.94	0.00
Y1946	1012-08	Rebar for SS 3	14-May	129.6	\$	\$	14-Jun	129.60	0.00
		Rebar for Headwall					15-Aug	277.60	0.00
Totals				27,108.54	\$0.00	\$		27,388.04	\$

EJCDC No. C-420 (2002 Edition)  
Prepared by the Engineer's Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

# Minutes, City of Southaven, Southaven, Mississippi

City of Southaven

At The Top of Mississippi



## Park Facility Rental Application

### Reservation Request

Facility Name: Arma

Date of Request: December 12, 2014

Time of Event: From 8:00 am/pm to 11:30 am/pm

Estimated Attendance: 300

Purpose of Event: Horn Lake High School Marine Corps  
Junior ROTC Awards Banquet

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

### Contact Information

Name of Person/Organization: Horn Lake JROTC / MSgt Kenneth Hicks

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

Contact Name: MSgt Kenneth Hicks

Address: 3360 Church Road

City: Horn Lake State: MS Zip: 38637

Primary Phone Number: 662-393-5273 EXT 1052

Secondary Phone Number: 662-282-8365

Email Address: Kenneth.hicks@dcsmms.org

# Minutes, City of Southaven, Southaven, Mississippi

## Acknowledgements and Signature

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

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

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

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

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

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

Name: Kenneth Hicks Date: 10-7-14

## FOR OFFICE

Rental Fee: \_\_\_\_\_ Date Paid: \_\_\_\_\_

Rental Deposit: \_\_\_\_\_ Date Paid: \_\_\_\_\_

Key Number: \_\_\_\_\_ Date Received: \_\_\_\_\_ Date Returned: \_\_\_\_\_

Today's Date: \_\_\_\_\_ Employee: \_\_\_\_\_

# Minutes, City of Southaven, Southaven, Mississippi

## RESOLUTION GRANTING AUTHORITY TO CLEAN PRIVATE PROPERTY

WHEREAS, the governing authorities of the City of Southaven, Mississippi, have received numerous complaints regarding the parcel of land located at the following address, to-wit: 8281 Concord Cove, 9109 Highway 51, 7356 Greencliff Cove, 5467 Peach Trail Drive, 8530 Highway 301, 8801 Five Oaks Drive West, 2906 North Hartland Drive, 2395 Greencliff Drive, 98 Stonebrook Cove, 953 Woodburne Place, 4781 Rosewood Cove, 1839 Roy Drive, 8140 Martin Drive, 1610 Wilborne Road, to the effect that the said parcel of land has been neglected whereby **the grass height is in violation and there exist other unsafe conditions** and that the parcel of land in the present condition is deemed to be a menace to the public health and safety of the community.

WHEREAS, pursuant to Section 21-19-11 of the Mississippi Code Annotated (1972), the governing authorities of the City of Southaven, Mississippi, provided the owners of the above described parcel of land with notice of the condition of their respective parcel of land and further provided them with notice of a hearing before the Mayor and Board of Aldermen on **Tuesday, October 7, 2014**, by United States mail and by posting said notice, to determine whether or not the said parcel of land were in such a state of uncleanness as to be a menace to the public health and safety of the community.

WHEREAS, none of the owners of the above described parcel of land appeared at the meeting of the Mayor and Board of Aldermen on **Tuesday, October 7, 2014**, to voice objection or to offer a defense.

# Minutes, City of Southaven, Southaven, Mississippi

**NOW, THEREFORE, BE IT HEREBY RESOLVED**, by the Mayor and Board of Alderman of the City of Southaven, Mississippi, that the above described parcel of land located at: 8281 Concord Cove, 9109 Highway 51, 7356 Greencliff Cove, 5467 Peach Trail Drive, 8530 Highway 301, 8801 Five Oaks Drive West, 2906 North Hartland Drive, 2395 Greencliff Drive, 98 Stonebrook Cove, 953 Woodburne Place, 4781 Rosewood Cove, 1839 Roy Drive, 8140 Martin Drive, 1610 Wilborne Road is deemed in the existing condition to be a menace to the public health and safety of the community.

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

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

<b>ALDERMAN</b>	<b>VOTED</b>
Alderman William Brooks	YES
Alderman Kristian Kelly	YES
Alderman Shirley Beshears	YES
Alderman George Payne	YES
Alderman Joel Gallagher	YES

# Minutes, City of Southaven, Southaven, Mississippi

Alderman Scott Ferguson	YES
Alderman Raymond Flores	YES

The Resolution, having received a majority vote of all Aldermen present, was declared adopted on this, the 7th day of October, 2014.

CITY OF SOUTHAVEN, MISSISSIPPI

*Darren Musselwhite*  
BY: \_\_\_\_\_

DARREN MUSSELWHITE  
MAYOR

ATTEST:

*Sheila Heath*  
\_\_\_\_\_

SHEILA HEATH  
CITY CLERK



# Minutes, City of Southaven, Southaven, Mississippi

## City of Southaven Office of Planning and Development Subdivision Staff Report



<b>Date of Hearing:</b>	September 29, 2014
<b>Public Hearing Body:</b>	Planning Commission
<b>Applicant</b>	Community Bank 6910 Airways Blvd c/o Ben Smith 662-393-3347
<b>Total Acreage:</b>	10 acres (approx.)
<b>Existing Zone:</b>	Planned Unit Development
<b>Location of Site Plan Application:</b>	South of Church Road on the west side of Davis Road
<b>Comprehensive Plan Designation:</b>	Low Density residential
<b>Staff Comments:</b>	<p>The applicant is requesting subdivision approval for Gray Estates Section B on the west side of Davis Road, south of Church Road. This subdivision is part of a PUD that was approved in 2005, which requested 20 lots of 30,000 sq. ft. minimum and a house size of 2,600 sq. ft. minimum. Per the original application, lots 8-20 would access Davis Road via a drive from the north. The submitted plat has shown the correct access, provided the minimum lot sizes approved and also stated in the general notes the minimum heated square footage and materials. The areas around this site are comparable to the submitted request. The application does comply with the 2020 Comprehensive Plan for this area.</p>
<b>Staff Recommendations:</b>	<p>The applicant has complied with all necessary requirements set forth by the City and by the regulations of the approved PUD. That being said, staff recommends approval.</p>



# Minutes, City of Southaven, Southaven, Mississippi



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

City of Southaven City Hall  
Executive Board Room  
8710 Northwest Drive

<b>Date of Hearing:</b>	September 29, 2014
<b>Public Hearing Body:</b>	Planning Commission
<b>Applicant</b>	Bethany Denley and Jennifer Berezni 3451 Goodman Road Suite 107 901-827-5530
<b>Location</b>	Same
<b>Total Acreage</b>	NA
<b>Existing Zoning:</b>	Planned Commercial (C-4)
<b>Location of Conditional Use application:</b>	same
<b>Requirements for CUP:</b>	
<b>Spa (full service)</b>	<i>"A licensed establishment with three (3) or more amenities all requiring licensed cosmetologist are provided on site to include but not limited to: massage, manicure/pedicure, hair styling, waxing, etc.). Barber shops, hair/beauty salons, hair studios, spa (full service), hair braiding establishments and Wigology establishments may locate in the stated zones with the stated requirements so long as an existing establishment of the same classification is not currently located within a half mile (1/2) radius of the newly proposed establishment."</i>
<b>Comprehensive Plan Designation:</b>	NA
<b>Staff Comments:</b>	The applicant is requesting a conditional use permit to allow a beauty shop to be located

# Minutes, City of Southaven, Southaven, Mississippi

at 3451 Goodman Road on the south side of Goodman Road, east of Getwell Road in an existing shopping center. The applicant's main occupancy is classified as a boutique; however, she is requesting to have a couple of salon chairs for hair as a secondary/accessory use. Under this classification, the applicant would need to be more than ½ mile from the next closest beauty salon- Frieda's Salon or Ricoco Salon.

**Staff Recommendation:**

Per the city ordinance, these establishments must be a minimum of ½ mile from an existing shop. Staff has window surveyed the surrounding area:

Frieda's Salon- 0.71 miles (3,794 linear feet)

Ricoco Salon- 0.69 miles (3,684 linear feet)

That being said, the applicant has met the ½ mile radius rule and complies with the ordinance requirement. Staff recommends approval of a one (1) year conditional use permit with a four (4) year extension to be renewed annually.

**Planning Commission  
Recommendation:**

**Motion made by:  
Seconded by:**

# Minutes, City of Southaven, Southaven, Mississippi

## Shops of Cobblestone

3451 Goodman Rd • Southaven, Mississippi

**Makowsky  
Ringel  
Greenberg**  
Multi-Family & Commercial Real Estate



Conveniently located on highly-traveled Goodman Road just east of Getwell and approximately a half mile north of Snowden Grove Park and DeSoto County Central Schools Campus. Current tenants include Family Medical Practice of N. Mississippi, Rancho Grande, Lenny's Sub Shop, Beltone, Heart Attack and Stroke Prevention, Sylvan Learning Center, and Desoto Dental.

### BUILDING AMENITIES

- C4 zoning (Commercial)
- Bays of 1,300 SF (20' x 65')
- Over 34,000 VPD (vehicles per day)
- Professionally managed
- Ample parking
- Great visibility

2012 Estimates	1 mile	3 miles	5 miles
Population	979	25,619	64,960
Households	364	8,859	23,480
Average Household Income	\$89,058	\$62,085	\$68,464
Median Household Income	\$79,919	\$71,543	\$56,679

All information deemed reliable but not warranted.

### FOR INFORMATION CONTACT:

Robert M. Lemoine  
Vice President  
3131 S.W. 42nd  
Miami, FL 33155  
rlemoine@makringgreen.com

Makowsky Ringel Greenberg, LLC  
4010 Lakes Blvd., Suite 200  
Miami, FL 33149  
Tel: 305.224.4201  
Fax: 305.224.4202  
Phone: 313.668.3226  
Fax: 301.567.2440

www.makringgreen.com



# Minutes, City of Southaven, Southaven, Mississippi

## CITY OF SOUTHAVEN *Top Of Mississippi*

### Office of Operations

Bradley K. Wallace, AIA  
Northwest Drive Director of Operations  
Southaven, MS 38671

8710

Ph. 662-393-4639  
Fax 662-280-6534

[bwallace@southaven.org](mailto:bwallace@southaven.org)

October 7, 2014

To: Lisa Cook, *Overall Chemical Company*

**RE: City of Southaven – Cleaning and Janitorial Services – Facility Package One  
Letter Agreement to serve as Contract**

Ms. Cook:

Please allow this letter agreement to serve as the contract between the City of Southaven and Overall Chemical Company. The term "Owner" shall hereafter refer to the City of Southaven, Mississippi and the term "Contractor" shall hereafter refer to Overall Chemical Company. The following items shall serve as the terms of this contract:

1. The Contractor shall perform regularly scheduled cleaning services for all sites included in this package (see list below). This contract shall be for a term of forty-five (45) days. After the expiration of the 45 days, the contract may be renewed for additional period of time as approved by the Owner. Scope shall include but not necessarily be limited to the following: emptying trash cans and providing new bags; sweeping tile floors; vacuuming carpets; light dusting as appropriate; interior glass cleaning; cleaning entries to building at exterior; cleaning all toilet rooms – this shall be as directed by Facilities Director, Court Clerk and Seniors Program Director for the Municipal Complex, Court Building and Tennis Center Building.

# Minutes, City of Southaven, Southaven, Mississippi

Contractor shall restock paper products, soap and garbage bags as provided by Owner and shall otherwise provide all their own cleaners, equipment and supplies as needed to perform this work. Their provided items shall be brought to each site for each cleaning and removed each time cleaning is completed.

2. Beyond the aforementioned cleaning services, the Contractor shall also be available to the Owner 24 hours per day, 7 days per week to perform needed cleanings during periods between scheduled cleanings in the facilities included in this Package. The Contractor shall perform this work at an hourly rate of \$20 (regardless of time or day needed). The Contractor shall submit an invoice for labor indicating each employee on the project, their classification and their hours worked. The Owner shall receive a report about each project and shall approve same prior to issuing any payments. The Contractor shall respond to the Owner's request for service within 2 hours of initial contact.
3. The Contractor shall supply the Owner with appropriate contact information for personnel responsible to address service calls regardless of time of day or day of the week and the Contractor shall not change such responsible personnel without notifying the Owner of a change and providing the Owner with new contact information for the new personnel prior to the change.
4. The following properties, including costs, for cleaning are set forth below. Each shall be addressed by the Contractor under this contract for both scheduled weekly cleanings and service calls:
  - Southaven Municipal Complex (City Hall) – 8710 Northwest Drive; Monday & Wednesday of each week (on weeks where a holiday falls on Monday – the cleaning for that week shall be performed on another day agreed to by both parties)  
\$680 per week
  - Southaven Court Building - 8889 Northwest Drive; Tuesday and Thursday of each week  
\$290 per week
  - Southaven Tennis Center – 3750 Freeman Lane – Wednesday of each week  
\$100 per week
5. This contract does not insure the Contractor of exclusive rights to clean the

# Minutes, City of Southaven, Southaven, Mississippi

facilities included herein but it is the Owner's intent to give the Contractor every opportunity to provide service prior to seeking other options. The Contractor shall not be held responsible for the work of another party. Should a particular property be removed from the listing – payments shall be adjusted accordingly and as agreed to by both parties.

6. The Contractor shall receive payment as approved at the regularly scheduled meetings of the Mayor and Board of Aldermen held on the first and third Tuesdays of every month. Depending on the date of service and approval of the work by the Owner, an invoice shall be paid per final approval at the next scheduled Board meeting.
7. This contract may be terminated by either party with or without cause at any time. Termination notice shall be given to the other party no sooner than 7 days from the anticipated date of termination if there is no cause but with cause, either party may terminate this agreement immediately as of the date of notice. If the Owner terminates this contract without cause, they shall pay the Contractor any amounts due them for work performed prior to the termination that have not been paid; and with cause, the Owner shall pay for work up to the date of termination (for immediate termination) unless the work in question is related to the cause for immediate termination.
8. Should there be need for legal actions regarding this contract by either party – such matters shall be addressed in the appropriate Court located in the State of Mississippi and in the County of DeSoto. The prevailing party in any legal action shall receive reimbursement for reasonable legal fees from the losing party.
9. The Owner shall have reasonable expectation of the Contractor to meet the terms noted herein as well as the requirements noted in the Contract Documents used for bidding and that after any cleaning service all facilities shall be deemed usable and available for their proper function as designed; and in turn, the Contractor shall expect proper compensation for their efforts in a timely manner as noted herein.
10. Contractor agrees to indemnify and hold harmless the Owner, 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's duties under this Agreement. This provision of this Agreement shall be deemed to survive the expiration or earlier termination of this Agreement. Contractor shall provide Liability (personal injury and property damage) insurance in the minimum amount of

# Minutes, City of Southaven, Southaven, Mississippi

\$1,000,000 with confirmation thereof to be delivered to City prior to commencement of services. This section of this Agreement pertaining to indemnification shall be deemed to survive the expiration or earlier termination of this Agreement.

11. 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.

Agreed to on the dates noted and by the appropriate representative signatories indicated below:

Date: 10-9-14

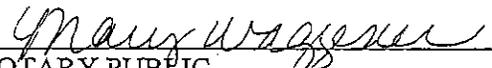
  
\_\_\_\_\_  
Mayor Darren Musselwhite

Date: 10-08-2014

  
\_\_\_\_\_  
Lisa Cook  
Vice President Overall Chemical  
Company

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 8th day of October, 2014 the within named Lisa Cook who acknowledged that she is the Vice-President of Overall Chemical Company, and that for and on behalf of Overall Chemical Company, she executed the above and foregoing instrument after first having been duly authorized by Overall Chemical Company so to do.

  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

11/20/17



























# Minutes, City of Southaven, Southaven, Mississippi

## City of Southaven Docket of Claims



Warrant #: C-100714 & W-100714

Page 1 of 2

City of Southaven Claims Docket  
Warrant #: C-100714 & W-100714

Invoice #	Check#	Voucher #	Vendor #	Vendor Name	Invoice Description	Invoice Amt
PAYAPP1-533	0	228484	21319	ARGO CONSTRUCTION CO	MDOT REIMBURSABLE SEWER LINE RELOCATION	\$55,803.00
449260500914	121556	227590	13136	AT&T	COLLEGE RD SCADA DATA LINE	\$49.07
287258370914	121557	227593	1167	AT&T MOBILITY	CELL PHONE - FIRE	\$1,687.84
287255730914	121557	227591	1167	AT&T MOBILITY	COMMAND TRAILER WI-FI	\$41.12
82053880914	121557	227592	1167	AT&T MOBILITY	DATA CARDS FOR SCADA MONITORING	\$104.64
287251660914	121557	227589	1167	AT&T MOBILITY	SCADA DATA CARDS & PHONES	\$221.95
301696640914	121558	227584	1145	ATMOS ENERGY	5813 PEPPERCHASE BLDG B	\$30.96
301711680914	121558	227588	1145	ATMOS ENERGY	8691 NORTHWEST DR	\$172.79
301501820914	121558	227586	1145	ATMOS ENERGY	FIELD OF DREAMS	\$22.73
301501791014	121558	227587	1145	ATMOS ENERGY	FIELD OF DREAMS	\$38.76
301693930914	121558	227583	1145	ATMOS ENERGY	STATION 1	\$151.86
27312	0	227573	22377	AYRES FRANCES		\$113.79
27384	43375	228289	9574	BANK OF NEW ALBANY	BONDS SERIES 2005A AND 2005B PRIN AND INT	\$936,803.70
637111	0	228513	14437	CB RICHARD ELLIS COR	LEASE 00422262-COURT RENT	\$1,287.00
101514	0	228525	2351	COMCAST	3335 PINE TAR ALLEY-09586458907-01-5	\$407.87
111314	0	228490	1339	CREDITCARD CENTER	DIZZY DEAN CONF NOV 2014	\$2,210.82

# Minutes, City of Southaven, Southaven, Mississippi

City of Southaven Claims Docket  
Warrant # C-100714 & W-100714

Invoice #	Check#	Voucher #	Vendor #	Vendor Name	Invoice Description	Invoice Amnt
628502	0	228606	402	CURRY JANITORIAL SER	FBI OFFICE CLEANING	\$425.00
15772	0	228483	12576	D&J'S CLEANING SERV	SPD FLOORS	\$995.00
385	0	228603	7507	DESOTO COUNTY ECONOM	2014-2015 CITY FUNDING DUES	\$34,491.00
PAYAPP6	0	228605	21734	DIXIELAND CONTRACTOR	DEER CREEK DRAINAGE	\$13,027.23
100114	0	228487	17293	JAMES EDWARD T	MACE CONF FUEL-10/15-18/2014	\$160.00
100774	0	228515	20590	MIDGE TTE WILLIAM	OCT 15-17 LAWFIT	\$150.00
100114	0	228604	3721	MISSISSIPPI TACTICAL	CHALLENGE SIMS/MERRITT	\$940.00
2128	0	228489	2087	MS MUNICIPAL LEAGUE	MML DUES 10/1/14-9/30/15	\$14,995.00
5830	0	228526	1206	MS MUNICIPAL WORKERS	WORKERS COMP	\$240,195.00
OCT 12 24	0	228488	22882	NIESB	PREMIUM-10/1/14-9/30/15	\$3,200.00
730705799001	0	228491	7600	OFFICE DEPOT	BNI SCHOOL 4 OFFICERS	\$279.12
57658553	121559	227585	7504	PAETEC	HEADSET FOR RECEPTIONIST	\$626.71
27385	43376	228301	1149	PEOPLES BANK, THE	PHONE SERVICE AT PEPPERCHASE	\$380,000.00
27386	43377	228319	1149	PEOPLES BANK, THE	SOUTHAVEN G/O REF 2010 PRINCIPAL	\$31,243.75
27387	43378	228353	1149	PEOPLES BANK, THE	SOUTHAVEN G/O REF 2010 INTEREST	\$295,000.00
27388	43379	228376	1149	PEOPLES BANK, THE	SOUTHAVEN G/O REF 2011 PRN (ACCT #3201)	\$37,618.75
4005093381	0	228486	801	STERICYCLE INC	SOUTHAVEN G/O REF 2011 INT (ACCT #3201)	\$617.04
8920	0	228519	719	TDL CONTRACTORS OMC	EMS WASTE BIN REMOVAL	\$65,023.23
9731431472	121560	227594	1095	VERIZON WIRELESS	GREENBROOK PARK GIFT SHOP/PAYLILION CELL PHONES	\$3,077.00

**Total Invoices Paid on this Docket: \$2,121,211.13**

**Minutes, City of Southaven, Southaven, Mississippi**

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CODE	ACCOUNT	CURRENT BUDGET	PROPOSED	FY 2014 YTD ACTUAL	AMOUNT OF AMENDMENT			
0010 400100	Ad Val Tax	\$ (11,700,000)	\$ (12,000,000)	\$ (12,321,595)	\$ (300,000)			
0010 420400	Permits Building	\$ (400,000)	\$ (495,000)	\$ (498,141)	\$ (95,000)			
0010 500900	Park Management Fees	\$ (983,000)	\$ (1,075,000)	\$ (1,082,973)	\$ (92,000)			
0010 505800	Municipal Property Lease	\$ (400,000)	\$ (450,000)	\$ (458,341)	\$ (50,000)			
0010 480100	Court Fines	\$ (2,425,000)	\$ (1,454,000)	\$ (1,454,688)	\$ 971,000			
0010 570800	TRX Utility	\$ (300,000)	\$ -	\$ -	\$ 300,000			
0010 570801	TRX Sanitation	\$ (450,000)	\$ -	\$ -	\$ 450,000			
0010 410100	Sales Tax	\$ (12,350,000)	\$ (12,750,000)	\$ (13,048,992)	\$ (400,000)			
					\$ 784,000	\$ (37,119,000)	\$ (36,335,000)	
311 614000	Public Works Fuel	\$ 41,740	\$ 48,000	\$ 47,891	\$ 6,260			
412 627901	Umpires	\$ 345,000	\$ 418,000	\$ 417,617	\$ 73,000			
902 620500	Property Mgmt	\$ 105,000	\$ 116,000	\$ 115,962	\$ 11,000			
411 601900	Parks Retirement	\$ 182,700	\$ 193,050	\$ 193,050	\$ 10,350			
411 602500	Parks Medical	\$ 166,950	\$ 181,000	\$ 180,877	\$ 14,050			
411 626000	Parks Utilities	\$ 350,000	\$ 382,000	\$ 366,995	\$ 32,000			
180 622100	Planning Prof Serv	\$ 180,300	\$ 245,000	\$ 180,282	\$ 64,700			
125 621501	Court Fines	\$ 1,185,000	\$ -	\$ -	\$ (1,185,000)			
211 614000	Police Fuel	\$ 400,000	\$ 421,000	\$ 420,186	\$ 21,000			
211 615500	Jail Fees	\$ 125,000	\$ 150,000	\$ 148,338	\$ 25,000			
315 626000	Utilities	\$ 823,600	\$ 886,000	\$ 885,684	\$ 62,400			
903 625900	Reserve	\$ 7,240	\$ 88,480	\$ -	\$ 81,240			
					\$ (784,000)	\$ 37,119,000	\$ 36,335,000	
					\$ -	\$ -	\$ -	
0450 402500	Sanitation Ad Val Tax	\$ (3,100,000)	\$ (2,650,000)	\$ (3,122,952)	\$ 450,000			
850 660100	TRX to General	\$ 450,000	\$ -	\$ -	\$ (450,000)			
					\$ -			
0400 506400	Water Sales	\$ (3,700,000)	\$ (3,400,000)	\$ (4,567,442)	\$ 300,000			
811 660100	TRX to General	\$ 300,000	\$ -	\$ -	\$ (300,000)			

**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE  
CITY OF SOUTHAVEN, MISSISSIPPI FOR DONATION TO THE  
COMMUNITY FOUNDATION NORTHWEST MISSISSIPPI**

**WHEREAS**, the City of Southaven (“City”) pursuant to the City of Southaven (“City”) pursuant to Mississippi Code Sections 17-3-3, 21-17-1(3)(b)(ii) and 21-19-65 desires to donate the Southaven Arena (“Arena”) to the Community Foundation of Northwest Mississippi (“Foundation”), and

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

**WHEREAS**, the City desires to donate the use of the Arena during the week of January 12-19 to the Foundation so that the Foundation may host its annual gala and auction, which is held in the City to raise money for the Foundation to further the Foundation’s social and community programs; and

**WHEREAS**, the Foundation is a 501(c)(3) and its mission is to connect and assist donors as well as nonprofit organizations and charitable causes to make a difference with an emphasis on education, health and children in order to impact communities, including individuals and causes in the City, and

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

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

**WHEREAS**, the value of the donation by the City for the Arena will not be the sole source of the funds donated to the Foundation and the City’s donation will be matched and greatly exceeded by additional donations from other individuals and entities; and

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

**SECTION 1.** Pursuant to Mississippi Code 21-19-65, the Governing Body of the City hereby donates the Arena during the week of January 12-19 to the Foundation to assist the Foundation with its mission by hosting the annual gala.

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

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

**SECTION 4.** The City grants approval for alcohol variance with security to be provided by the Desoto County Sherriff's Office.

**SECTION 5.** On behalf of the City, the Mayor or his designee is directed to provide the Cards to the Foundation and is authorized to take all required actions for the same.

**SECTION 6.** The City Clerk shall remove the Cards from the asset list and revise the inventory of the City to reflect the same.

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

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

RESOLVED AND DONE, this 21<sup>st</sup> day of October, 2014.

\_\_\_\_\_  
DARREN MUSSELWHITE, MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

City of Southaven

At The Top of Mississippi



Park Facility Rental Application

Reservation Request

Facility Name: Southaven Arena

Date of Request: January 17, 2015 (wk of 1.12 - 1.19)

Time of Event: From 6:00 am/pm to 12:00 am/pm

Estimated Attendance: 900 - 1000

Purpose of Event: Crystal Ball - Community Foundation of Northwest Mississippi annual (4 only) fundraiser.

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

Contact Information

Name of Person/Organization: Community Foundation of Northwest MS

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

Contact Name: Tom Pittman or Stacey Rawlings

Address: 315 Lusher St. #100

City: Hernando State: MS Zip: 38632

Primary Phone Number: 662-449-5002

Secondary Phone Number: 214-998-2266 (stacey's cell)

Email Address: stacey@cfnm.org

**Acknowledgements and Signature**

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

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

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

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

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

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

Name: Theresa Date: 8.11.14

**FOR OFFICE USE ONLY**

Rental Fee: \_\_\_\_\_ Date Paid: \_\_\_\_\_

Rental Deposit: \_\_\_\_\_ Date Paid: \_\_\_\_\_

Key Number: \_\_\_\_\_ Date Received: \_\_\_\_\_ Date Returned: \_\_\_\_\_

Today's Date: \_\_\_\_\_ Employee: \_\_\_\_\_

City of Southaven

At The Top of Mississippi



Alcohol Request Form

1. Facility Name: Southaven Arena
2. Name of Renter/Organization: Community Foundation of NW MS
3. Date of Event: January 17, 2015
4. Type of Event: Crystal Ball Gala (fundraiser)
5. Time of Event: From 6 : 00 am/pm to 12 : 00 am/pm
6. Types of Alcohol to be served: Beer, Wine, Lignor
7. Will security be present: YES  NO  If yes, who will provide security: DeSoto City Sheriff Dept.

FOR OFFICE USE ONLY

Board Approval: YES \_\_\_\_\_ NO \_\_\_\_\_ DATE \_\_\_\_\_

Date Renter Notified: \_\_\_\_\_

Employee: \_\_\_\_\_

City of Southaven

At The Top of Mississippi



Park Facility Rental Application

Reservation Request

Facility Name: Southaven Tennis Complex  
Date of Request: December 27th, 2014  
Time of Event: From 7:00 am/pm to 12:00 am/pm  
Estimated Attendance: 150  
Purpose of Event: Scholarship / Holiday Ball

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

Contact Information

Name of Person/Organization: Mike Smith / Omega Psi Phi Fraternity, Inc.  
Is your organization non profit? YES  NO  \*For profit events must be approved by the Board of Aldermen  
Contact Name: Mike Smith  
Address: P.O. Box 82  
City: Southaven State: MS Zip: 38671  
Primary Phone Number: 901-481-3968  
Secondary Phone Number: \_\_\_\_\_  
Email Address: Smith410@yahoo.com  
Alt address: 1134 Broadwing Circle, S.,  
Olive Branch, MS 38654

**Acknowledgements and Signature**

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

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

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

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

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

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

Name: Michael J. Smith Date: 10/07/14

**FOR OFFICE USE ONLY**

Rental Fee: \_\_\_\_\_ Date Paid: \_\_\_\_\_

Rental Deposit: \_\_\_\_\_ Date Paid: \_\_\_\_\_

Key Number: \_\_\_\_\_ Date Received: \_\_\_\_\_ Date Returned: \_\_\_\_\_

Today's Date: \_\_\_\_\_ Employee: \_\_\_\_\_

City of Southaven

At The Top of Mississippi



Alcohol Request Form

1. Facility Name: Southaven Tennis complex
2. Name of Renter/Organization: Omega Psi Phi Fraternity, Inc.
3. Date of Event: Saturday, December 27, 2014
4. Type of Event: Annual Holiday Scholarship Ball
5. Time of Event: From 7 :00 am/pm to 12 :00 am/pm
6. Types of Alcohol to be served: Wine, beer, and liquor
7. Will security be present: YES \_\_\_\_\_ NO \_\_\_\_\_ If yes, who will provide security: \_\_\_\_\_

FOR OFFICE USE ONLY

Board Approval: YES \_\_\_\_\_ NO \_\_\_\_\_ DATE \_\_\_\_\_

Date Renter Notified: \_\_\_\_\_

Employee: \_\_\_\_\_



JONES-DAVIS & ASSOCIATES, INC.  
CONSULTING ENGINEERS/LAND SURVEYORS  
8849 HAMILTON ROAD  
SOUTHAVEN, MS 38671  
(662)342-7273 FAX (662)342-5356

24 February 2014

Mr. Ronald Smith, P.E., P.L.S.  
City Engineer-City of Southaven  
8710 Northwest Drive  
Southaven, Mississippi 38671

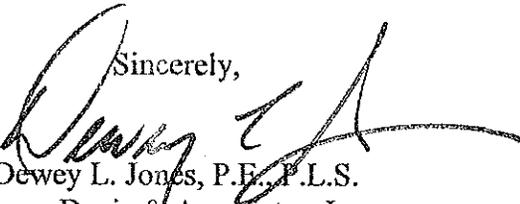
*Ron*  
Dear Mr. Smith:

This is in reference to your letter of January 30, 2014 concerning erosion that is occurring on a reach of Lateral D near the residence at 3370 Swinnea Road and a request for consideration of assistance by the Horn Lake Creek Drainage District. Your letter and request was presented to the Commissioners at the 13 February meeting and we are replying on behalf of the Commissioners and the Drainage District.

Prior to the meeting we had developed an estimate of the anticipated construction cost and presented this number (\$30,000) at the meeting as guide for the Commissioners in their consideration of the request. After discussion the Commissioners voted to propose to the City of Southaven an offer of a 50-50 cost share of the construction cost for the concerned erosion repair. While the cost share is currently limited to \$15,000 based on the initial estimate, consideration would be given to a final estimated construction cost based on the final design within reasonable limits.

Please advise the undersigned or the Commissioners as to the City of Southaven's desires concerning the cost sharing provisions outlined above. The next Horn Lake Creek Drainage District meeting is scheduled on 11 March 2014 at 1:30 pm in the Desoto County Administration Building. If you have any questions or desire additional information please contact us at (662) 342-7273 or by e-mail at [dewey@jones-davis.com](mailto:dewey@jones-davis.com).

Sincerely,

  
Dewey L. Jones, P.E., P.L.S.  
Jones-Davis & Associates, Inc.  
Consulting Engineers for HLCDD

Cf. HLCDD  
%Vanessa Lynchard  
County Administrator

**AMENDED AGREEMENT OF DESOTO COUNTY, MISSISSIPPI AND THE CITY OF  
SOUTHAVEN, MISSISSIPPI FOR IMPROVING A SECTION OF  
SWINNEA ROAD**

**COME NOW**, DeSoto County, Mississippi, by and through its governing authority, the Board of Supervisors, (the “County”) and the City of Southaven, by and through its governing authority, the Board of Aldermen, (the “City”) and enter into this Agreement relating to work to be performed for the development, design and construction of improvements to Swinnea Road, from Church Road North approximately to its intersection with Gaylon Drive, in DeSoto County, Mississippi and recite as follows:

**WHEREAS**, the County and City entered into an agreement, dated September 2013, by which they agreed to jointly undertake road construction and improvements to Swinnea Road, north of Church Road, terminates at or near Russ Cove and recommences at or near Gaylon Drive, leaving a break in the road for a distance of approximately 1,900 feet (the “2013 Agreement”); and

**WHEREAS**, pursuant to the 2013 Agreement the County and City agreed to develop Swinnea Road so as to have a continuous flow from Church Road north to Nail Road, which will require improvements to the intersection of Church Road and Swinnea Road, as well as constructing approximately 1,900 feet of roadway connecting the Swinnea Road’s current two points of termini identified above; and

**WHEREAS**, pursuant to the 2013 Agreement the County and City agreed to undertake road construction consisting of the complete build out of approximately 1,900 feet of roadway, 36 feet wide with 4 feet of shoulder and including grading for 5 lanes, connecting Swinnea Road from its termini at or near Russ Cove with the termini at or near Gaylon Drive, as well as for certain necessary improvements to the Swinnea Road intersections with Church Road, Russ Cove and Gaylon Drive, thereby providing an additional north-south transportation corridor from Church Road to Nail Road (the “Project”); and

**WHEREAS**, pursuant to the 2013 Agreement the County would assume the role of lead agency for the Project and advertise for construction bids, award contracts for work and supervise the Project. The parties now desire for the City to assume the role of lead agency for the Project and undertake the duties assumed by the County under the 2013 Agreement. The parties mutually agree that completion of the Project in this manner will be beneficial to the County as a whole and the City as a whole, and will allow for the most economical and expeditious method of completing the Project; and

**WHEREAS**, the County and City desire to continue their cooperative efforts to expedite the Project located within the municipal limits of the City, and desire to take all steps necessary to make the Project possible; and

**WHEREAS**, the City does affirm by the signature of its representative on this document that it has the right to perform the work required by the Project, and, further, by the signature of its representative on this document does affirm that the Board of Alderman for the City has appropriately voted to allow the Project to proceed within its municipal boundaries and to enter into this contract; and

**WHEREAS**, the County does affirm by its representative's signature on this document that it has the right to contribute funds and contract for work necessary for the completion of the Project, , and, further, by the signature on this document does affirm that the DeSoto County Board of Supervisors has appropriately voted to undertake the Project and enter into this contract; and

**WHEREAS**, an Interlocal Agreement is not necessary in this cause but, rather, Miss. Code Ann. Sections 21-37-3 and 65-7-83 allow the parties to enter into a contract to accomplish its purpose and exercise concurrent jurisdiction over the Project.

**NOW, THEREFORE**, in and for the considerations set forth above, the parties do hereby agree as follows:

1. The City, through its engineers, agents and contractors, shall undertake

the necessary steps to complete all phases of the Project including, but not limited to advertising for construction contracts, awarding of construction contracts, acquiring any additional right of way or easement necessary for the Project, and the supervision of construction and inspecting of “as built” improvements. Such work may include, but not be limited to the attached scope of work. The County desires for, and consents to, the City undertaking such work and having overall administration and oversight of the Project.

2. Neel Schaffer has been retained by the City to serve as the engineer for the Project. Neel Schaffer will serve as the liaison between the City and the County with respect to the Project and will coordinate Project development, receive and transmit information and instructions to both parties and have the authority to supervise and administer the Project for the City in cooperation with the County. The County Road Manager will designate a project manager or representative with whom the City and Neel Schaffer will communicate. The City likewise agrees to designate a project manager or representative to act on behalf of the City to coordinate with the County Road Manager, receive and transmit information and instructions and have the authority to supervise the work described herein for the City.

If any disagreement arises between the County Road Manager and the City’s designated representative regarding the engineering, design, construction, inspection and testing, or other aspect of the Project, as such is located within the City’s municipal limits, and such disagreement cannot be resolved the matter shall be referred to the County’s Board of Supervisors and the City’s Board of Alderman for resolution.

3. All studies, designs and plans for the Project have been prepared by Neel Schaffer at the request of the City and have been reviewed by the County Road Manager. The parties find such plans and designs to be in accordance with any design and construction standards mandated upon the City by the Mississippi Department of Transportation (hereafter “MDOT”), where applicable, and where there are no applicable mandates from MDOT, then the City’s applicable design and construction standards have been applied.

The City permits the County, for review and comment, access to all construction designs, plans, specifications, sitemaps and related documents necessary to complete the Project. Further, the County and the City will participate in joint review meetings with representatives of all affected City and County departments during the course of the Project in order to avoid conflicts.

4. The City shall advertise and solicit all bids required for the Project. Upon request, the City will provide the County with copies of the bid proposals received for any work, along with the recommended party to whom the bid will be awarded.

5. The City shall be the party to award all bids related to the Project, in its discretion, but after good faith consultation with the County, and shall be the party who executes and enters into all contracts for work to be performed, services to be provided and purchases to be made. City, upon request, will provide County with a written notice of the schedule for the advertisement of bids, award of contracts and construction of the Project.

The estimated cost of the Project is Two Million Four Hundred Thousand Dollars (\$2,400,000.00), with each party contributing One Million Two Hundred Thousand Dollars (\$1,200,000.00). In an effort to stay within budget estimates, and after good faith consultation with the County, the City reserves the right to reject any and all bids, or alternates/portions thereof, or to re-advertise for the receipt of bids, as it deems appropriate and necessary.

6. All construction contracts let by the City will include a requirement that the contractor provide the payment and performance bonds as required by the law of the State of Mississippi, for the benefit of the City and County and with City and County named as co-obligees. Further, the City will require all contractors retained for any aspect of the Project to provide the appropriate liability insurance in accordance with the City's standard requirements for road construction projects. Said insurance to remain in effect throughout the term their contracts with the City and to name the County as an additional insured.

7. To the extent possible, all work related to the Project will be performed within existing road rights-of-way or easements, whether County or City held. County hereby grants to the City the right to use all County easements, rights of way and property as necessary for the purposes of the Project.

It is anticipated that existing rights of way and easements are sufficient to provide for the completion of the entire scope of the Project. As it becomes necessary to obtain any additional right-of-way or easement to complete the Project the City shall be responsible for taking all steps necessary for acquiring the same. The City shall be responsible for all costs and expenses attributable to the acquisition of such additional rights of way or easements unless otherwise agreed to in writing by the parties.

8. The costs of advertising for bids, fees and expense with drafting and review of contracts with the various contractors, construction, all fees and expenses associated with securing rights of way and easements whether by negotiation or eminent domain proceedings (which include title searches, appraisals, attorney fees, expert witness fees and court costs), payment of just compensation to landowners for property rights acquisition, and all costs of construction are collectively referred to as the "Project Costs." Notwithstanding the foregoing, except as otherwise set forth, each party shall be responsible for its own engineer and attorney fees, or other fees, expenses and/or costs of its staff, consultants and contractors which they unilaterally incur.

The parties agree to equally share the Project Costs up to the sum of Two Million Four Hundred Thousand Dollars (\$2,400,000.00) and the City will be solely responsible for all costs in excess of this amount.

9. The City will pay the Project Cost invoices as they come due and will provide the County with copies of the invoices and proof of payment. Upon payment being made to a property owner for property rights acquired, the City will provide the County proof of the nature and extent of the acquisition and the payment made therefore. Within forty five (45) days of

receipt from the City of a Project Cost invoice, or documentation of compensation paid to a property owner for property rights acquired, the County will tender a reimbursement payment to the City in an amount equal to fifty percent (50%) of the total shown.

10. Within sixty (60) days of the close out of the Project (i.e. payment of all Project Costs incurred), the City will provide to the County an accounting of the Project Costs and all payments made. The purpose of the audit is to fully and completely identify the total Project Costs incurred. Further, the County shall have the right, upon reasonable notice to the City, to obtain an independent audit of the Project for the purpose of verifying the total Project Costs.

11. Per paragraph 8, the County's total contribution to the Project is fifty percent (50%) of the Project Costs not to exceed One Million Two Hundred Thousand Dollars (\$1,200,000.00). In the event an accounting of the Project Costs reveals that the County paid more than One Million Two Hundred Thousand Dollars (\$1,200,000.00), the City shall reimburse the County the amount of the over expenditures.

12. The City agrees to relocate any City owned or maintained utilities as may be required by the Project. Unless otherwise agreed such relocation will be at the City's sole expense.

13. The City agrees the bid specifications it advertises, and which the City will require the contractors to comply with, will be in accordance with the specifications provided by Neel Schaffer as prepared during the engineer and design phase leading up to the Project; subsequently amended to include a west sidewalk and dual on-road bike loan, as shown as option C of the "sidewalk and bike lanes alternates" prepared by Neel Schaffer.

14. The parties agree to cooperate in good faith with each other, be supportive of the other, and lend such reasonable assistance to each other as is necessary throughout the property acquisition, construction and management of the Project. In this respect:

- a. the County and the City will expeditiously coordinate and perform any inspections and test as determined necessary or reasonable by either party or Neel

Schaffer, and each party will designate inspectors to make any such inspections. The County's inspectors shall communicate any issues found to the City's Engineer in a timely manner;

b. each will report to the others designated representative any deficiencies observed in design, engineering or construction of the Project; and

c. each will execute such additional documents and agreements as may be reasonably necessary or convenient to carry out the intent and purpose of this Agreement or for the completion of the Project.

15. For any permits required by the City for any aspect of the Project, the City will assess the same fees which the City applies to road construction projects undertaken by the City, provided that the City agrees to waive any such fees to the extent the City has the authority and discretion to do so. Further, the review process for any such permits shall be the same process the City applies to its own road projects and expedited to the fullest extent possible.

16. The County shall have the right to review all requests for change orders that arise during the course of the Project. Should the City approve or reject any request for a change order it will notify the County Road Manager of its approval or rejection. The County Road Manager will present any change order which increases the Total Project Costs, or materially alters the scope of the Project, to the Board of Supervisors along with the City's request to approve or reject the change order. The Board of Supervisors will act upon the requested change order in the manner requested by the City provided the Board of Supervisors finds the approval or rejection of the change order is consistent with applicable state law.

17. Upon completion of the Project, and for a period of one year thereafter, the City will monitor the roadway for any deficiencies identified in the design or construction. The City will require of its contractors that any deficiencies in the design or construction identified within this one year period will be repaired consistent with such warranties and guarantees provided by the contractor. After the period of one year from the date of completion, if the roadway is found

by the City's engineer to have passed inspection, the City immediately accept, and thereafter will maintain, all elements of the Project.

18. Either party may terminate this Agreement (i) in the event of a material breach or default by the other party which remains uncured following sixty (60) days written notice describing such breach or default in reasonable detail. In which case, the non-defaulting party shall, if it so elects, have the right to terminate the Agreement upon giving the defaulting party final notice of termination of the Agreement and the effective date of such termination shall be specified in such notice (which shall be not less than 7 days after the giving of such notice), or (ii) this Agreement may be terminated at any time upon the mutual written agreement of the parties. The foregoing notwithstanding, the City shall not be required to approve any termination which would cause the City to be in default or breach of any agreement it has with any contractor in relation to the Project.

Upon the termination of this Agreement, under either provision, the City will pay all invoices then due and, consistent with paragraph 9, the County will reimburse the City one half (1/2) the costs and expenses incurred, subject to the maximum limits of contribution required of the County. The City will pay one hundred percent (100%) of the costs and expenses should they exceed the estimated Total Project Costs of Two Million Four Hundred Thousand Dollars (\$2,400,000.00).

19. Neither this Agreement nor any of its terms may be changed or modified, waived or terminated except by an instrument in writing, approved by the governing body of each party, with such approval spread upon its official minutes, and signed by each party's designated representative.

20. This Agreement shall remain in effect until the completion of the terms set forth herein.

21. Notwithstanding any other provision of this Agreement, if funds necessary for the continued fulfillment of this Agreement by either party are at any time insufficient, or not

forthcoming through failure of any entity to appropriate funds, or otherwise, the party lacking funding shall have the right to terminate this Agreement without penalty, liability, cost or expense by giving not less than thirty (30) calendar days' prior written notice documenting the lack of funding. In such instance, unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void on the last day of the fiscal period for which the canceling party's appropriations were received, or funding was available, or ninety (90) calendar days after such notice has been delivered by the canceling party to the other party.

22. Miscellaneous provisions:

a. Any notices provided under this Agreement shall be deemed properly given if reduced to writing and personally delivered or transmitted by registered or certified mail, or by a traceable commercial delivery service including Federal Express, UPS, Airborne or the equivalent, to the other party, with postage prepaid, or if transmitted by recognized overnight courier service or facsimile, with confirmation receipt.

b. The failure of any party to insist upon strict compliance by another party shall not be deemed a waiver of its right to do so in the future.

c. In case any one or more provisions set forth in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, any such invalidity, illegality, or unenforceability shall not effect any other provision of the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been incorporated therein.

d. The parties each represent that the person executing this document on behalf of such party has the power and authority to enter into this Agreement and such entity has the authority to consummate the transactions herein contemplated. The execution and delivery hereof and the performance by each party of its obligations hereunder will not violate or constitute an event of default under the terms or provisions of any agreement, document or other instrument to which it is a party or by which it is bound. All proceedings required to be taken by or on behalf of each party to authorize it to make, deliver and carry out the terms of this Agreement have been or will be duly and properly taken by each party and this Agreement is the legal, valid and binding obligation of the parties and is enforceable in accordance with its terms.

e. In the event this Agreement extends beyond the term of the existing term of the majority of the membership of the DeSoto County Board of Supervisors or the Board of Alderman for the City of Southaven, it will be deemed to automatically renew and be binding upon their successor Boards unless, by majority vote, the incoming Board terminates the same.

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

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

**DESOTO COUNTY, MISSISSIPPI**

BY: \_\_\_\_\_  
LEE CALDWELL, PRESIDENT  
BOARD OF SUPERVISORS

DATE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
CLERK - BOARD OF SUPERVISOR

**CITY OF SOUTHAVEN, MISSISSIPPI**

BY: \_\_\_\_\_  
DARREN MUSSELWHITE, MAYOR

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
CITY CLERK

**AGREEMENT BETWEEN CITY OF SOUTHAVEN AND  
DESOTO COUNTY ELECTRIC, INC.**

THIS AGREEMENT ("Agreement") is made and entered into between the City of Southaven, MS ("CLIENT") and DESOTO COUNTY ELECTRIC, INC. ("CONSULTANT") in the maximum amount of \$24,960.00 effective as of the date of contract execution ("Effective Date") and will terminate one year thereafter, unless both parties mutually agree to renew this agreement. The contract amount stated herein is a maximum amount, not to be exceeded without approval by CLIENT. CONSULTANT is not guaranteed any minimum amount of compensation or guaranteed to be the exclusive provider of services, but shall be paid for services rendered on an as needed basis as determined by the CLIENT.

1. Services. CONSULTANT shall provide the services described on Exhibit A ("Services") in accordance with the terms and conditions of this Agreement. Any additions or changes to the Services agreed to by the parties from time to time shall be in writing, dated and signed by the parties.

2. Standard of Care. In providing the Services under this Agreement, CONSULTANT will endeavor to perform in a manner consistent with the degree of care and skill ordinarily used by members of CONSULTANT's profession currently practicing under similar conditions at the same time and in the same locality. CONSULTANT agrees to indemnify and hold harmless the CLIENT, its elected officials, agents, employees, assigns and legal representatives from and against all damages, accidents and injuries to persons or properties caused by the CONSULTANT, its agents, employees or temporary employees or resulting from or in conjunction with CONSULTANT's or its representatives actions. This provision of this Agreement shall be deemed to survive the expiration or earlier termination of this Agreement. The CONSULTANT shall provide Liability (personal injury and property damage) insurance in the minimum amount of \$1,000,000 with confirmation thereof to be delivered to the CLIENT prior to commencement of services.

3. Compensation. CLIENT shall pay CONSULTANT for the Services as set forth in Exhibit A. CONSULTANT shall prepare invoices in accordance with CONSULTANT's standard invoicing practices and shall submit such invoices to CLIENT on or about the 30th day of each month or such other date as mutually agreed to by both parties. Invoices shall be accompanied by all supporting documentation reasonably requested by CLIENT.

4. Termination by Either Party. Either party may terminate this Agreement for convenience, with or without cause, with ten (10) days-notice to the other party.

5. Governing Law. The parties agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Mississippi.

6. Total Agreement; Amendments; Assignment. This Agreement, together with the exhibit attached hereto and permitted amendments, constitutes the entire agreement between CLIENT and CONSULTANT and supersedes all prior written or oral understandings. This Agreement may only be amended by a duly executed written instrument signed by all parties involved. Neither party shall transfer or assign any rights under or interest in this Agreement without the prior written consent of the other party. CONSULTANT's use of subconsultants shall not be considered an assignment for purposes of this Agreement.

7. Independent Contractor. The relationship of the parties is that of independent contractors and neither party will incur any debts or make any commitments for the other party except to the extent expressly provided in this Agreement. Nothing in this Agreement is intended to create or will be

construed as creating between the parties the relationship of joint venturers, co-partners, employer/employee or principal and agent.

8. Assignment. This Agreement shall not be assignable by either party without the prior written consent of the other party. This Agreement shall inure to the benefit and be binding on the parties, heirs, legal representatives, assignees and successors of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the Effective Date:

**CLIENT:**  
CITY OF SOUTHAVEN

**CONSULTANT:**  
DESOTO COUNTY ELECTRIC, INC.

\_\_\_\_\_  
DARREN MUSSELWHITE, MAYOR

  
\_\_\_\_\_  
MARK WACK, DESOTO COUNTY ELECTRIC



2298 Nail Road  
Horn Lake, Mississippi 38637  
WWW.DESOTOCOUNTYELECTRIC.COM

**The Power People**  
**Industrial – Commercial**

*In business for over 35 years*

Phone: 662-342-9141  
Fax: 662-342-9150

Quote

10-15-14

Ms License # 08145  
Tn License # 36300  
Exp 8/31/15  
CE MU D-4,5  
BC 19,28,30  
unlimited  
AR License 69270408  
Master Lic. M-5848

To: Bradley K. Wallace, AIA  
Public Works Director  
5813 Pepper Chase Dr.  
Southaven, MS 38671  
662-796-2489  
662-796-2493 fx

Re: Quote for On-Call  
Traffic Signal Work

Here is a list of rates for the following services we discussed on 10-8-14.

Normal Business Hour response cost all work orders address within 1 business days

Traffic Signal Tech IMSA Level 2	\$90.00
Traffic Signal aid	\$75.00
Journeyman Electrician	\$80.00
Electrician helper	\$40.00

Any Emergency Response during normal business will require a Service Charge of \$ 100.00/event

After hour Emergency response cost

Traffic Signal Tech IMSA Level 2	\$135.00
Traffic Signal aid	\$112.50
Journeyman Electrician	\$120.00
Electrician helper	\$60.00

Equipment cost "to be added" to the above

42' Bucket Truck	\$ 25.00/hr
Auger Truck	\$ 30.00/hr
Backhoe/Mini-X	\$ 30.00/hr
1 ton Service Truck	\$ 20.00/hr

All equipment to be invoiced at straight time rates.

All hours charged Port-To-Port from our office. A 10% mark-up on any and all materials furnish.

All Traffic Signal Vehicle Detector Loops installed at a cost of \$ 9.00/ft measured by MDOT standards

Thank you,

Mark T. Wack

This document contains confidential information. If you have received this document in error please notify us at the telephone number above and return the documents by mail.

**RESOLUTION OF CITY OF SOUTHAVEN BOARD OF ALDERMAN  
AWARDING BID TO MURPHY AND SONS, INC.**

**WHEREAS**, the City of Southaven (“City”) previously passed a Resolution setting forth the projects to be funded by the “Penny for Parks” proceeds, which included the Snowden Grove State Enclosure (“Project”); and

**WHEREAS**, pursuant to Mississippi Code Section 31-7-13, the City previously advertised for bids for the Project; and

**WHEREAS**, the City’s Parks Department and consulting architect have reviewed the pricing and bids along with the qualifications, responsibility and other information which is responsive to the Request for Bids to determine which bid is the lowest and best; and

**WHEREAS**, the City, pursuant to Mississippi Code Section 31-7-13, acknowledges that Murphy and Sons, Inc. (“Murphy”) was the low and only bid with a bid in the amount of \$581,400.00 base price and \$159,300.00 for all alternates for a total bid of \$740,700.00; and

**WHEREAS**, the City notes that all entities had ample time to submit a bid for the Project and there is insufficient time to rebid the Project based on the construction schedule, which must be completed by April 1, 2015 based on the activities at Snowden Grove; and

**WHEREAS**, the City previously was notified that the State of Mississippi had allocated Two Hundred Fifty Thousand Dollars and 00/100 (\$250,000.00) to be used at Snowden Grove Park for upgrades and construction; and

**WHEREAS**, based on the foregoing, the City desires to accept the bid proposal from Murphy in the amount of \$740,700.00, as the lowest and best bid proposal for the Project and to utilize the \$250,000.00 from the State of Mississippi for the Project; and

**NOW THEREFORE**, be it resolved as follows:

1. Pursuant to Mississippi Code 31-7-13 and the bid specifications whereby the City advertised that it would award the contract to the lowest, best and responsible bid, and the recommendation of the City’s Parks Department and consulting architect, the City hereby accepts the bid proposal from Murphy in the total amount of \$740,700.00 as the lowest and best bid proposal for the Project. In addition, the funding in the amount of \$250,000.00 from the State for Snowden Grove shall be used for this Project.

2. Furthermore, as the Mississippi Supreme Court and multiple Attorney General Opinions have noted when this discretion is exercised by a Board in regard to awarding bids, the courts will not interfere. *Parker Bros. v. Crawford*, 219 Miss. 199, 209, 68 So.2d 281 (1953).

3. The Mayor or his designee is authorized to execute all documents and purchase orders and other documentation required in order to effectuate the intent of this Resolution, including all documents pertaining to the funds from the State of Mississippi.

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

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

RESOLVED AND DONE, this 21<sup>st</sup> day of October, 2014.

\_\_\_\_\_  
DARREN MUSSELWHITE, MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN  
OF THE CITY OF SOUTHAVEN, MISSISSIPPI  
DECLARING SURPLUS PROPERTY AND AUTHORIZING  
THE SALE OF SAME TO DESOTO COUNTY, MISSISSIPPI**

**WHEREAS**, the City of Southaven (“City”) is presently in possession of wooden pews (“property”) which are being stored by the City at the City of Southaven Performing Arts Center (“PAC”); and

**WHEREAS**, the City Board of Aldermen is desirous of selling the above referenced property to Desoto County, Mississippi (“County”) pursuant to Section 31-7-13(m)(vi) of the Mississippi Code (1972), and

**WHEREAS**, the City does not desire to pay the transportation and storage costs for the property as the property must be removed from the PAC due to the City’s selling of the PAC; and

**WHEREAS**, the City Board desires to convey the property to the County in exchange for the County transporting and removing the property from the City PAC; thereby, saving the City money associated with the transporting and storing of the property; and

**WHEREAS**, the Mayor and Board of Aldermen hereby authorize the City Clerk to sell the property to the County as set forth above as the cost of transporting, maintaining and storing the property will create an unnecessary financial burden on the Citizens of the City of Southaven, Mississippi.

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

1. The property is to be conveyed to the County upon the County removing and transporting the property.
2. The Mayor and Board of Aldermen do hereby determine that the conveyance of the property, as set forth herein, is in the best interest of the taxpayers of Southaven, Mississippi.
3. The Mayor and City employees are authorized to take any and all action to effectuate the intent of this Resolution.

**REMAINDER OF PAGE LEFT BLANK**

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

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

**RESOLVED AND DONE**, this 21st day of October, 2013.

\_\_\_\_\_  
**Darren Musselwhite, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**Sheila Heath, CITY CLERK**

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

**WHEREAS**, the City of Southaven ("City") Police Department is presently in possession of a vehicle, 2010 Ford Crown Victoria, white, VIN# 2FABP7BV2AX130716, Asset # 4554, Unit # 3066 ("Vehicle"), which is inoperable and has been declared a total loss by the City's insurance company; and

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

**WHEREAS**, the Mayor and Board of Aldermen are desirous of disposing of such Vehicle, as based on its condition, the Vehicle is inoperable and has no value to the City, and amending, its fixed assets inventory pursuant to State guidelines; and

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

1. The Vehicle be hereby declared as surplus property.
2. The City Police Chief, or his designee, is hereby authorized and directed to follow Mississippi Code 17-25-25 for the disposition of the Vehicle, including allowing for the insurance company to possess the vehicle pursuant to the insurance policy.

**REMAINDER OF PAGE LEFT BLANK**

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

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

RESOLVED AND DONE, this 21<sup>st</sup> day of October, 2014.

---

Darren Musselwhite, MAYOR

ATTEST:

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CITY CLERK'S OFFICE

## **RESOLUTION GRANTING AUTHORITY TO CLEAN PRIVATE PROPERTY**

**WHEREAS**, the governing authorities of the City of Southaven, Mississippi, have received numerous complaints regarding the parcel of land located at the following address, to-wit: **5371 Bradley Lane**, to the effect that the said parcel of land has been neglected whereby **the grass height is in violation and there exist other unsafe conditions** and that the parcel of land in the present condition is deemed to be a menace to the public health and safety of the community.

**WHEREAS**, pursuant to Section 21-19-11 of the Mississippi Code Annotated (1972), the governing authorities of the City of Southaven, Mississippi, provided the owners of the above described parcel of land with notice of the condition of their respective parcel of land and further provided them with notice of a hearing before the Mayor and Board of Aldermen on **Tuesday, October 21, 2014**, by United States mail and by posting said notice, to determine whether or not the said parcel of land were in such a state of uncleanliness as to be a menace to the public health and safety of the community.

**WHEREAS**, none of the owners of the above described parcel of land appeared at the meeting of the Mayor and Board of Aldermen on **Tuesday, October 21, 2014**, to voice objection or to offer a defense.

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

of Alderman of the City of Southaven, Mississippi, that the above described parcel of land located at: **5371 Bradley Lane** is deemed in the existing condition to be a menace to the public health and safety of the community.

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

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

**ALDERMAN**

**VOTED**

Alderman William Brooks

Alderman Kristian Kelly

Alderman Shirley Beshears

Alderman George Payne

Alderman Joel Gallagher

Alderman Scott Ferguson

Alderman Raymond Flores

The Resolution, having received a majority vote of all Aldermen present, was declared adopted on this, the **21st day of October, 2014.**

**CITY OF SOUTHAVEN, MISSISSIPPI**

**BY:**

\_\_\_\_\_  
**DARREN MUSSELWHITE**  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**SHEILA HEATH**  
**CITY CLERK**

**(S E A L)**

# 15. Planning Agenda

16.  
Mayor's Report

17.

## Citizen's Agenda

-Carla Paradine, Facility Mgr.,  
AbilityWorks, Inc.

-Cassandra Bobo

**Personnel Docket**

October 21, 2014

<b>Payroll Additions</b>	<b>Position</b>	<b>Department</b>	<b>Start Date</b>	<b>Rate of Pay</b>
Chase Joiner	Patrol Officer II	Police - 211	TBD	\$19.83
Tarah Siddix	Patrol Officer II	Police - 211	TBD	\$19.83
Phillip Croy	Patrol Officer II	Police - 211	TBD	\$19.83
Leighton Harrington	Patrol Officer II	Police - 211	TBD	\$19.83
Todd Baggett	Patrol Officer II	Police - 211	TBD	\$19.83
Dave Shingles, Jr.	Patrol Officer II	Police - 211	TBD	\$19.83
Jesse Ketchum	Patrol Officer II	Police - 211	TBD	\$19.83
Hal Vanderford	Patrol Officer II	Police - 211	TBD	\$19.83
Sandra Snow	Patrol Officer II	Police - 211	TBD	\$19.83

<b>Payroll Adjustments</b>	<b>Previous Classification</b>	<b>New Classification</b>	<b>Effective Date</b>	<b>Proposed Rate of Pay</b>
Cynthia Stewart	Animal Control Officer	Code Enforcement Officer	TBD	\$13.00
Fletcher Couch	Maintenance Superintendant	Deputy Parks Director	October 22, 2014	\$62,500.00

<b>Employee Name</b>	<b>Department</b>	<b>Action Taken</b>	<b>Effective Date</b>	<b>With/Without Pay</b>
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<b>Payroll Deletions</b>	<b>Position</b>	<b>Department</b>	<b>Termination Date</b>	<b>Rate of Pay</b>
Christopher Webb	Patrol Officer II	Police - 211	July 20, 2014	\$19.25

19.

City Attorney's  
Legal Update

# 20. Old Business

City of Southaven  
Docket of Claims



Warrant #: C-102114 & D-102114

City of Southaven Claims Docket  
Warrant #: C-102114 & D-102114

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
37739	0	229055	424	A TO Z ADVERTISING	GOFF,KEITH 2015 ALLOT	\$30.00
37575	0	229065	424	A TO Z ADVERTISING	SWAT SHIRTS	\$576.00
44441	0	229093	21	A-1 FIRE PROTECTION	DRY CHEMICAL EXTING SWAT VAN	\$145.00
27486	0	228769	22471	A-1 PROPERTY MANAGEM		\$110.36
6454	0	229061	12445	ACCURATE LAW ENFOR	BARR,DON 2015 ALLOT	\$99.98
6478	0	229052	12445	ACCURATE LAW ENFOR	GOFF,KEITH 2015 ALLOT	\$88.94
6476	0	229054	12445	ACCURATE LAW ENFOR	JAMES,EDDIE 2015 ALLOT	\$179.96
6446	0	229067	12445	ACCURATE LAW ENFOR	RIGGS,BOBBY 2015 ALLOT	\$118.98
6465	0	229057	12445	ACCURATE LAW ENFOR	RYAN,NATHAN 2015 ALLOT N/H	\$156.57
6472	0	229051	12445	ACCURATE LAW ENFOR	SAMPLES, TODD 2015 ALLOT	\$457.97
27439	0	228722	22439	ADAMS WILLIAM & CAND		\$25.60
9922345387	0	229113	6479	AIRGAS MID SOUTH	CYLINDER LEASE	\$196.97
9800125488	0	229404	6479	AIRGAS MID SOUTH	MATERIALS FOR SHOP	\$591.85
27522	0	229247	22504	ALBERTINE ROBERT V		\$25.00
101314	0	229139	14493	ALDERMAN MALENA	NTL FIRE ACADEMY/MARYLAND	\$276.00
27479	0	228762	19991	ALI AHMED DUHAN		\$64.33

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
27501	0	228784	22486	ALLISON LARRY - RENT		\$50.00
27490	0	228773	22475	ALLSTAR MANAGEMENT		\$31.16
27492	0	228775	22477	ALVA RYAN		\$35.36
101414	0	229457	175	ANDERSON, WILLIAM M	2015 UNIFORM ALLOTMENT	\$323.54
30370	0	229109	246	ANIMAL CARE EQUIPMEN	OFFICE SUPPLIES	\$87.50
27510	0	228793	22495	ANTON GREGORY		\$66.34
581-5095032	0	229336	156	ARAMARK UNIFORM SERV	MATS FOR COURT	\$129.87
581-5095033	0	229270	156	ARAMARK UNIFORM SERV	RUBBER MATS FOR CITY HALL	\$274.31
581-5091790	0	229453	156	ARAMARK UNIFORM SERV	RUBBER MATS FOR CITY HALL	\$274.31
581-5091789	0	228871	156	ARAMARK UNIFORM SERV	RUBBER MATS/COURT	\$129.87
27463	0	228746	22450	ARAVE RAYMOND BRETT		\$25.60
301711681014	122070	229022	1145	ATMOS ENERGY	8691 NORTHWEST DR	\$170.43
27487	0	228770	22472	BACKEN DANIELLE		\$79.62
101414	0	229382	22409	BARAJAS DANIEL	SOCCER UMPIRE	\$185.00
27493	0	228776	22478	BARRY JOHN		\$97.13
374-259028	0	229265	13650	BATTERIES PLUS	BATTERY FOR UPS AT PD	\$31.95
374-259009	0	229004	13650	BATTERIES PLUS	INVESTIGATION CAMERA BATTERIES	\$29.97
27483	0	228766	22190	BEAM TRACY - RENTAL		\$20.77
101414	0	229383	8764	BEASLEY GARY	CHERRY VALLEY FB 10-4/10-14-14	\$300.00
160891	0	229115	268	BEST CHANCE JANITOR	BUFF PADS	\$49.78
160771	0	229212	268	BEST CHANCE JANITOR	GLASS CLEANER, 2 PLY TISSUE, ETC.	\$1,581.69
2030281	0	229475	17201	BEST-WADE PETROLEUM	FUEL FOR FIRE STATIONS 1, 2, A	\$1,347.30

<b><u>Invoice #</u></b>	<b><u>Check#</u></b>	<b><u>Voucher #</u></b>	<b><u>Vendor #</u></b>	<b><u>Vendor Name</u></b>	<b><u>Invoice Description</u></b>	<b><u>Invoice Amnt</u></b>
2030280	0	229474	17201	BEST-WADE PETROLEUM	FUEL FOR FIRE STATIONS 1, 2, A	\$2,171.91
2030282	0	229476	17201	BEST-WADE PETROLEUM	FUEL FOR FIRE STATIONS 1, 2, A	\$2,298.52
2028977	0	229456	17201	BEST-WADE PETROLEUM	FUEL FOR PUBLIC WORKS	\$7,475.00
2029159	0	229455	17201	BEST-WADE PETROLEUM	FUEL FOR PUBLIC WORKS	\$8,636.50
2030618	0	229451	17201	BEST-WADE PETROLEUM	MATERIALS FOR SHOP	\$628.38
3933	0	229352	20065	BLC OF MS LLC	DESOTO PLAZA TO HWY 51 DITCH	\$8,660.00
3931	0	229351	20065	BLC OF MS LLC	MDOT NORTHWEST	\$416.00
3932	0	229349	20065	BLC OF MS LLC	MDOT STATELINE & 55	\$1,328.00
3934	0	229353	20065	BLC OF MS LLC	TRAINING CENTER-CUT	\$1,850.00
2068688	0	229118	312	BOB LADD & ASSOCIATE	ELECTRIC BOX COVER	\$7.15
101414	0	229381	22408	BOLANOS AMY	SOCCER UMPIRE	\$205.00
101414	0	229387	18755	BOYLAN JESSIE LEE	CHERRY VALLEY FB 10-4/10-14-14	\$260.00
27443	0	228726	18896	BRAMBLES RETIREMENT		\$22.13
101314	0	229317	6759	BRASHER LARRY R	NTL FIRE ACADEMY TRAVEL	\$276.00
27500	0	228783	22485	BRAUER ANNE T		\$16.77
27441	0	228724	22441	BROOKS PHILLIP - REN		\$35.36
27421	0	228704	22422	BROWN DANISE		\$3.00
5740599	0	228838	663	BULLFROG AMOCO	#817-INSPECTION STICKER	\$5.00
12661063	0	228876	1056	BWI MEMPHIS	RYEGRASS,MATTING,CURLEX	\$75.67
34-14	0	229207	21019	CAIN LINDA A	LINE DANCE CLASS	\$60.00
27484	0	228767	22469	CANTRELL MARK-RENTAL		\$50.00
101414	0	229366	2574	CARSON, MICHAEL A	SOCCER UMPIRE	\$440.00

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27464	0	228747	22451	CATLETT MATHIEU		\$7.28
101414	0	229340	16889	CENTER FOR GOVERNMENT	MMCCA WINTER ED CONF-JACKSON	\$160.00
32792	0	229450	16158	CENTRAL BATTERY	MATERIALS FOR SHOP	\$80.00
27457	0	228740	18237	CHAMBLISS BUILDERS		\$17.64
27458	0	228741	18237	CHAMBLISS BUILDERS		\$56.68
101414	0	229368	13940	CHANDLER NICHOLAS	SOCCER UMPIRE	\$110.00
101414	0	229369	18076	CHENOWETH BRANDON	SOCCER UMPIRE	\$95.00
16793	0	229043	19700	CHOICE TOWING	3050-TOW	\$60.00
U4537102901	0	228958	20964	CIGNA	EMS BILLING REFUND-LINDA STUBBLEFIELD	\$345.17
27509	0	228792	22494	CLIBURN SCOTTY		\$15.36
2014100801	0	229048	18276	CLIFFORD T FREEMAN	5 POLY'S/PRE-EMPLOYMENT	\$1,000.00
2014100101	0	229049	18276	CLIFFORD T FREEMAN	7 POLY'S/PRE-EMPLOYMENT	\$1,400.00
1068517207	0	228879	630	COCA-COLA ENTERPRISE	COKES	\$2,307.60
1078585507	0	229234	630	COCA-COLA ENTERPRISE	COKES FOR RESELL	\$1,306.56
10214	0	228943	22419	COLEMAN ISAAC	CASH BOND REFUND	\$400.00
899023011014	122061	228799	2351	COMCAST	5240 GETWELL RD - WATER	\$97.85
41768	0	228964	17845	CONCERN	MONTHLY BILLING-OCT 2014	\$412.50
9611	0	228901	5606	CONTROLLED SYSTEM CO	STARLANDING/GETWELL PUMP ST/SERV CALL	\$256.25
101414	0	229370	18126	CORREA JULIO	SOCCER UMPIRE	\$125.00
297273	0	229050	836	COUNTRY FORD INC	2769-ALTERNATOR ASSY	\$590.38
297540	0	229094	836	COUNTRY FORD INC	3000-MOTOR/FAN ASSY	\$601.86
297567	0	229095	836	COUNTRY FORD INC	3064-O/C	\$39.95

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297372	0	228962	836	COUNTRY FORD INC	UNIT 205 GEAR SHIFT	\$374.54
297421	0	229002	836	COUNTRY FORD INC	UNIT 4053 BATTERY	\$139.95
27489	0	228772	22474	COX JOHNATHAN		\$90.84
717216764	0	229082	19948	CRITICAL ALERT	PAGERS @SPD RENTAL	\$641.80
717217009	0	228945	19948	CRITICAL ALERT	PAGERS RENTAL	\$42.43
1582	0	229444	12576	D&J'S CLEANING SERVI	CLEANING OF PAC	\$100.00
1579	0	229448	12576	D&J'S CLEANING SERVI	CLEANING OF PAC	\$100.00
1581	0	229446	12576	D&J'S CLEANING SERVI	CLEANING OF PAC	\$150.00
1578	0	229447	12576	D&J'S CLEANING SERVI	CLEANING OF PAC	\$150.00
1583	0	229445	12576	D&J'S CLEANING SERVI	CLEANING OF PUBLIC WORKS	\$225.00
1580	0	229449	12576	D&J'S CLEANING SERVI	CLEANING OF PUBLIC WORKS	\$225.00
27473	0	228756	22460	DAVIS THOMAS		\$79.72
27459	0	228742	22446	DEMETRIA ALLEN		\$125.00
026472	0	229443	7174	DENNIS WRIGHT & SON	PLUMBING SERVICES	\$208.00
10114	0	228957	2352	DEPARTMENT OF REVENU	PARKS 2014 TRAILER TAG	\$12.00
7643	0	229240	665	DESOTO COUNTY COOPER	HAY	\$75.00
7697	0	229272	665	DESOTO COUNTY COOPER	INSULATED MUD BOOTS	\$356.00
177514	0	229112	182	DESOTO FAMILY MEDICA	BAGGETT TODD PRE-EMP SCRN	\$95.00
177236	0	229099	182	DESOTO FAMILY MEDICA	CALDWELL,JEREMY PRE-EMP SCRN	\$95.00
177488	0	229114	182	DESOTO FAMILY MEDICA	CROY,PHILLIP PRE-EMP SCRN	\$95.00
177501	0	229116	182	DESOTO FAMILY MEDICA	HARRINGTON,LEIGHTON PRE-EMP SCRN	\$95.00
176976	0	229074	182	DESOTO FAMILY MEDICA	JUSTICE,JOHN PRE EMP SCRN	\$95.00

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177510	0	229117	182	DESOTO FAMILY MEDICA	LEWIS,NATHANIEL PRE-EMP SCRN	\$95.00
176956	0	229080	182	DESOTO FAMILY MEDICA	MCCARTHY,KEVIN PRE EMP SCRN	\$95.00
176963	0	229081	182	DESOTO FAMILY MEDICA	PARROTT,KRISTEN PRE-EMP SCRN	\$95.00
177471	0	229119	182	DESOTO FAMILY MEDICA	SHADDIX,LEIGHTON PRE-EMP SCRN	\$95.00
OCT14	0	229003	182	DESOTO FAMILY MEDICA	TETANUS SHOTS REQUIRED FOR EE'S	\$825.00
177020	0	229070	182	DESOTO FAMILY MEDICA	VISCONTI,JOSEPH D/SCREEN	\$95.00
102014	0	228850	6682	DESOTO FAMILY THEATR	OCT 2014 CONTRIBUTION	\$4,166.67
27480	0	228763	22466	DESTINY INT'L CHRIST		\$100.00
27470	0	228753	22457	DICKEY ESTHER P		\$35.36
101414	0	229371	11508	DOCKERY LAWRENCE	SOCCER UMPIRE	\$195.00
101414	0	229372	15547	DOCKERY PATRICK	SOCCER UMPIRE	\$155.00
101414	0	229373	20749	DONALDSON JORDAN	SOCCER UMPIRE	\$275.00
101414	0	229388	18061	DOVER LARRY	CHERRY VALLEY FB 10-4/10-14-14	\$80.00
27498	0	228781	22483	DRAKE JAMES & PAMELA		\$22.48
101414	0	229374	16933	DUCK MATT	SOCCER UMPIRE	\$40.00
101314	0	229466	17571	DUNCAN MELITTA	CLERKS CERT CLASS/OXFORD	\$138.00
412062	0	229140	20832	EMERGENCY EQUIPMENT	LED LIGHTS-RED	\$271.29
27497	0	228780	22482	ESTRADA HEATHER		\$72.47
27429	0	228712	22430	FAVAZZA MASON		\$36.77
2-798-56621	0	229085	1137	FEDEX	SHIPPING/SPD	\$29.53
101414	0	229375	21386	FORREST JERE JOE	SOCCER UMPIRE	\$90.00
27433	0	228716	22434	FRAZIER MACKENZIE		\$20.72

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NP42493048	0	229006	6919	FUELMAN	FUEL 10-1/10-5-14	\$107.69
NP42490325	0	229031	6919	FUELMAN	FUEL FOR SPD	\$7,214.59
NP42486622	0	229268	6919	FUELMAN	ITEC FUEL PURCHASES	\$19.35
NP42527353	0	229262	6919	FUELMAN	ITEC FUEL PURCHASES	\$86.79
6554167	0	229441	1130	G & C SUPPLY CO	MATERIALS FOR SHOP	\$240.00
6554020	0	229440	1130	G & C SUPPLY CO	MATERIALS FOR SHOP	\$325.00
113919	0	229005	650	G & W DIESEL SERVICE	HOLMATRO SERVICE	\$310.59
BC0104935	0	229098	177	GALL'S INC	RACKS FOR PATROL	\$710.90
101414	0	229376	18075	GARCIA ARIANNA	SOCCER UMPIRE	\$165.00
1102483370	0	229208	9578	GATEWAY TIRE & SERVI	OIL CHANGE - F150 TAG MS G64604	\$44.20
1102483068	0	229227	9578	GATEWAY TIRE & SERVI	TIRE FOR EQUIPMENT	\$63.33
3033511201	0	229134	9669	GIBSON PROPANE	PROPANE/CLASSROOM HEAT	\$588.68
3033508233	0	229133	9669	GIBSON PROPANE	PROPANE/TRAINING CENTER	\$789.49
27505	0	228788	22490	GILLESS ALVIN E		\$44.18
27475	0	228758	22462	GLASCO JOHNATHAN		\$81.08
100614-ARENA	0	229330	474	GLEN'S GARAGE	2004 FORD F150-TOW	\$50.00
7765	0	229103	474	GLEN'S GARAGE	3066-INSTALL 3081	\$580.00
27425	0	228708	22426	GOBBLE JESSICA		\$35.36
44-14	0	229126	10525	GORDON LUCIA	YOGA CLASS	\$250.00
43-14	0	229124	10525	GORDON LUCIA	YOGA CLASSES	\$250.00
9561934556	0	228980	457	GRAINGER	GREENBROOK WTP AERATOR MOTOR	\$440.25
27481	0	228764	22467	GRAVES SUSAN		\$20.72

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27423	0	228706	22424	GRAY KRISTYN & JASON		\$22.52
15967986	0	229047	18342	GREAT AMERICA LEASIN	AUDIO SYSTEM/SPD	\$276.06
15962327	0	229046	18342	GREAT AMERICA LEASIN	SECURITY SYSTEM-SPD	\$1,129.00
27426	0	228709	22427	GREEN BRENDA		\$23.54
27469	0	228752	22456	GRIFFEN VERN		\$10.00
27478	0	228761	22465	HAIR EXPRESSIONS		\$31.40
101414	0	229390	6776	HAMM SAMUEL KEITH	CHERRY VALLEY FB 10-4/10-14-14	\$240.00
410020686	0	228883	3538	HARDIN'S SYSCO	FOOD FOR RESELL	\$1,392.62
27506	0	228789	22491	HATHCOCK JOHN % JANE		\$30.00
D079820	0	228836	11578	HD SUPPLY WATERWORK	PUMP/TRINITY LAKES W WTP	\$245.63
102014	0	228846	20724	HEALING HEARTS CHILD	OCT 2014 CONTRIBUTION	\$3,958.33
7333871-01	0	229141	16050	HENRY SCHEIN INC	MEDICAL SUPPLIES	\$551.25
27468	0	228751	22455	HENSLEY DONALD		\$110.36
914	0	229107	14106	HERO GEAR	GOFF, KEITH 2015 ALLOT	\$195.00
911	0	229110	14106	HERO GEAR	MOORE,DANIEL 2015 ALLOT	\$553.00
910	0	229090	14106	HERO GEAR	RIGGS,BOBBY 2015 ALLOT	\$134.00
907	0	229091	14106	HERO GEAR	SWAT	\$1,365.00
913	0	229092	14106	HERO GEAR	UTILE,MARK 2015 ALLOT	\$40.00
101414	0	229391	18046	HERRON SHELTON	CHERRY VALLEY FB 10-4/10-14-14	\$220.00
222327049	0	229111	12713	HILL'S PET NUTRITION	FEED FOR ANIMALS	\$166.07
10914	0	229346	18833	HODGE BRAD	2015 UNIFORM ALLOTMENT	\$95.00
3681628	0	229038	19336	HOLLYWOOD FEED	FOOD FOR K9	\$1,066.81

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6008103-1	0	228961	189	HOMER SKELTON FORD	UNIT 2 THROTTLE PLATE	\$492.46
10214	0	228942	22418	HORTON WILLIAM EDGAR	CASH BOND REFUND	\$652.00
27507	0	228790	22492	HOUSTON THERESA		\$5.60
27437	0	228720	22437	HUNT TRACY		\$4.87
146431	0	228906	1146	IDEAL CHEMICAL	CHLORINE/COLLEGE RD WTP	\$592.00
146429	0	228910	1146	IDEAL CHEMICAL	CHLORINE/GETWELL RD WTP	\$592.00
146433	0	228909	1146	IDEAL CHEMICAL	CHLORINE/GREENBROOK WTP	\$592.00
146435	0	228913	1146	IDEAL CHEMICAL	CHLORINE/WHITWORTH WTP	\$592.00
146432	0	228905	1146	IDEAL CHEMICAL	FLUORIDE/LIME-COLLEGE RD WTP	\$986.75
146434	0	228907	1146	IDEAL CHEMICAL	FLUORIDE/LIME-GREENBROOK WTP	\$1,022.75
146436	0	228912	1146	IDEAL CHEMICAL	FLUORIDE/LIME-WHITWORTH WTP	\$986.75
146430	0	228908	1146	IDEAL CHEMICAL	LIME/GETWELL RD WTP	\$387.50
446889	0	229037	1962	IDEAL TIRE SALES	3058 (2)MT & BAL	\$48.00
446776	0	229033	1962	IDEAL TIRE SALES	3060-FLAT REPAIR	\$15.00
446828	0	229032	1962	IDEAL TIRE SALES	3076-FLAT REPAIR	\$15.00
446897	0	229036	1962	IDEAL TIRE SALES	3106 FLAT REPAIR	\$15.00
446657	0	229035	1962	IDEAL TIRE SALES	3109 FLAT REPAIR	\$20.00
446754	0	229034	1962	IDEAL TIRE SALES	3120 FLAT REPAIR	\$15.00
17525	0	229089	949	INTEGRATED COMMUNICA	ANNUAL AIRTIME BILLING	\$4,680.00
30498	0	229088	949	INTEGRATED COMMUNICA	OCT 2014 MO SVE AGRMT	\$1,860.00
100714	0	229100	22503	IZAGUIRE OLIVIA	BUILDING REFUND	\$150.00
101414	0	229389	13175	JAKE JACOBSON	CHERRY VALLEY FB 10-4/10-14-14	\$120.00

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101314	0	228938	17293	JAMES EDWARD T	MACE CONF/GULFPORT	\$164.00
27485	0	228768	22470	JENKINS JIMMY & DIAN		\$6.08
27452	0	228735	9672	JOHNNY COLEMAN BLDRS		\$71.32
27454	0	228737	9672	JOHNNY COLEMAN BLDRS		\$105.48
27446	0	228729	9672	JOHNNY COLEMAN BLDRS		\$110.36
27456	0	228739	9672	JOHNNY COLEMAN BLDRS		\$110.36
80-14	0	229122	4489	JOHNSON CINDY	AEROBICS INSTRUCTOR	\$360.00
27523	0	229298	22505	JOHNSON LISA		\$121.29
27502	0	228785	22487	JOHNSON NIKEL M		\$81.08
27504	0	228787	22489	JOINER VERONICA		\$3.18
10914	0	229347	10869	JONES JORDAN	2015 UNIFORM ALLOTMENT	\$600.00
27482	0	228765	22468	JONES SUSAN L		\$30.00
1410-4	0	229397	2034	JONES-DAVIS & ASSOCI	SURVEYING FOR SID	\$2,908.00
27488	0	228771	22473	JUSTICE LARRY		\$30.48
101514	122071	229020	22501	KALEN & BRIANA SANDE	CITY WATER LEAK AT RESIDENCE	\$405.00
101714	0	228841	20857	KELLEY DANIEL	MMCCA TRAINING/PEARL-MEALS	\$164.00
101014	122062	228798	20857	KELLEY DANIEL	MMCCA TRAINING IN PEARL, MS	\$226.00
27438	0	228721	22438	KELLY-PERRYMAN BERTH		\$85.36
101314	0	228940	22500	KERR ROBERT	MACE CONF/GULFPORT	\$164.00
27430	0	228713	22431	KING AMANDA		\$110.36
27495	0	228778	22480	KING NORMA		\$35.36
27499	0	228782	22484	KIZER JAMES W		\$15.00

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101414	0	229377	18073	KLINCK ANDREW	SOCCER UMPIRE	\$55.00
101414	0	229378	15544	KLINCK MATTHEW	SOCCER UMPIRE	\$65.00
101414	0	229379	15545	KLINCK ZACHARY A	SOCCER UMPIRE	\$285.00
27496	0	228779	22481	KNIGHT LISA WILSON		\$110.36
251507	0	229042	6706	LANDERS DODGE	KEY FOB BATTERIES	\$19.39
78344	0	228936	403	LAWRENCE PRINTING CO	MINUTE BOOKS	\$216.36
27476	0	228759	22463	LAWRICK SABRINA		\$22.56
27557	0	229438	759	LEHMAN ROBERTS CO	MATERIALS	\$110.74
27632	0	229437	759	LEHMAN ROBERTS CO	MATERIALS	\$220.35
27516	0	229436	759	LEHMAN ROBERTS CO	MATERIALS	\$222.61
27537	0	229435	759	LEHMAN ROBERTS CO	MATERIALS	\$225.44
27474	0	228757	22461	LESURE MELINDA		\$21.06
20532574	0	228881	20206	LEWIS BROTHERS BAKER	FUNS/FIRE EVENT	\$186.25
101414	0	229393	16877	LEWIS RODNEY S	CHERRY VALLEY FB 10-4/10-14-14	\$120.00
27436	0	228719	19711	LIFESTYLE HOMES LLC		\$20.72
101214	0	229328	14492	LOGAZINO BRETT	GULF COAST MOTORCYCLE COMPETITION	\$246.00
77598	0	229215	3011	M & M PROMOTIONS	FALL NATIONALS SHIRTS	\$1,072.50
77586	0	229210	3011	M & M PROMOTIONS	REPLICA HATS FOR FIELD OF DREAMS	\$30.00
27455	0	228738	8636	M A HOMES		\$81.08
130925	0	229454	179	M C HERRINGTON DISTR	FUEL FOR PUBLIC WORKS	\$6,923.00
130938	0	229452	179	M C HERRINGTON DISTR	FUEL FOR PUBLIC WORKS	\$13,115.00
1368	0	229434	18472	M2MANAGEMENT SOLUTIO	FLEET TRACKING SYSTEM	\$1,295.05

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4583	0	228830	17210	MAIN STREET AUTOMOTI	#831-HUB BEARING	\$487.96
191798	0	229193	308	MAINTENANCE SUPPLY	WEDGE ALL, OIL, TAP, SOCCET SET	\$242.86
101414	0	229384	22411	MANJARREZ BYRON	SOCCER UMPIRE	\$160.00
101414	0	229385	22410	MANJARREZ JADE	SOCCER UMPIRE	\$135.00
27434	0	228717	22435	MARASCALCO SAL		\$110.36
806	0	229433	1320	MARTIN MACHINE WORKS	MATERIALS	\$328.00
22-14	0	229123	13370	MARY J. CAIN	LINE DANCE CLASS	\$180.00
14544	0	229432	232	MATHESON & ASSOC LLC	ALARM SERVICE FOR TENNIS CTR	\$725.00
146-14	0	228885	16884	MCARTHUR MARGARET	ART TEACHER	\$105.00
145-14	0	228896	16884	MCARTHUR MARGARET	ART TEACHER	\$105.00
148-14	0	229121	16884	MCARTHUR MARGARET	ART TEACHER	\$105.00
147-14	0	229200	16884	MCARTHUR MARGARET	ART TEACHER	\$105.00
101414	0	228952	18206	MCILWAIN EDITH	CITY CLERK CLASSES/OXFORD	\$220.00
27420	0	228703	22421	MCKNATT CHRIS		\$10.96
101314	122063	228796	20833	MCREE JANICE	MMCCA TRAINING - OXFORD, MS	\$138.00
79609	0	228941	12750	MEMPHIS COMMUNICATIO	LETTER OPENER PART	\$88.65
48031	0	228897	761	MEMPHIS STONE	FILL SAND	\$2,373.47
101414	0	229395	13935	MERRIWEATHER KEYTHRI	CHERRY VALLEY FB 10-4/10-14-14	\$210.00
199426	0	229413	354	METER SERVICE AND SU	MATERIALS	\$1,225.00
199424	0	228922	354	METER SERVICE AND SU	METER BOXES & WDS	\$2,030.00
199425	0	229236	354	METER SERVICE AND SU	VALVE EXT. KIT	\$160.00
86867A	0	229332	6685	MID SOUTH DIGITAL	INK CARTRIDGES	\$163.75

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520682	0	229086	584	MID SOUTH UNIFORM &	WALLEY,WHITNEY-VEST	\$672.00
31124	0	229323	19694	MID-SOUTH TELECOM	COMMUNICATION SERVICES	\$65.00
30974	0	229431	19694	MID-SOUTH TELECOM	PHONE SERVICE	\$65.00
31161	0	229321	19694	MID-SOUTH TELECOM	PHONE SERVICES	\$130.00
27503	0	228786	22488	MILLER MINDY D		\$35.36
348	0	229471	10178	MISSISSIPPI USSSA	USSSA SANCTIONING FEE	\$2,725.00
27467	0	228750	22454	MOAK CARRI		\$71.32
A90771	0	228920	5073	MOMAR	LIFT STATION DEGREASER	\$1,721.72
101414	0	229396	18139	MOORE JEREMY	CHERRY VALLEY FB 10-4/10-14-14	\$260.00
27432	0	228715	22433	MORA VERONICA & EDIS		\$21.19
27453	0	228736	22445	MTR PROPERTIES, INC		\$110.36
101314	122064	228795	20834	MULLEN ANDREA	PER DIEM - MMCCA TRAINING - OXFORD, MS	\$138.00
2014-2015	0	229478	1415	MUNICIPAL COURT CLER	ANNUAL DUES FOR MMCCA	\$110.00
085183	0	229242	1150	NAPA GENUINE PARTS C	4 - 1 2IN 800W SAG	\$64.99
085156	0	229238	1150	NAPA GENUINE PARTS C	AC FUEL LINE	\$10.99
085152	0	229232	1150	NAPA GENUINE PARTS C	CHAIN OIL	\$17.94
084965	0	229230	1150	NAPA GENUINE PARTS C	NAPA OIL FILTER, AIR FILTERS	\$278.28
084673	0	229229	1150	NAPA GENUINE PARTS C	TESTER	\$56.20
10214	0	228955	8346	NOEL STEPHEN	EMS DRIVE LICENSE REIM	\$36.25
60251	0	228960	691	NORTH MISSISSIPPI TI	UNIT 205 TIRE	\$127.80
101414	0	229380	21388	NORTON HUNTER REID	SOCCER UMPIRE	\$165.00
101414	0	229398	8250	NYE ERIC	CHERRY VALLEY FB 10-4/10-14-14	\$80.00

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
1257-172087	0	229040	7304	O'REILLYS AUTO PARTS	3007-BATTERY	\$109.36
1257-172966	0	229044	7304	O'REILLYS AUTO PARTS	3050-BATTERY	\$103.76
1257-172558	0	229045	7304	O'REILLYS AUTO PARTS	3104-BATTERY	\$151.99
1791315039	0	228833	7304	O'REILLYS AUTO PARTS	BELT, SEAT COVER	\$40.36
1257-172176	0	229429	7304	O'REILLYS AUTO PARTS	CREDIT	-\$50.00
1791-314423	0	229427	7304	O'REILLYS AUTO PARTS	MATERIALS FOR SHOP	\$35.06
1257-171496	0	229428	7304	O'REILLYS AUTO PARTS	MATERIALS FOR SHOP	\$260.26
1791-314279	0	228903	7304	O'REILLYS AUTO PARTS	MINI TRAC HYDRAULIC OIL	\$59.99
1257-171631	0	228902	7304	O'REILLYS AUTO PARTS	MINI TRAILER TAIL LIGHTS	\$18.37
1791-315439	0	229273	7304	O'REILLYS AUTO PARTS	TRUCK 810-WIPERS/FUEL TREATMENT	\$69.97
1791-314915	0	229000	7304	O'REILLYS AUTO PARTS	UNIT 4 FLOOR MATS	\$31.98
100814	0	228864	21257	ODOM JEFF	10/08/14 SP PUBLIC DEFENDER	\$100.00
733092750001	0	228854	7600	OFFICE DEPOT	OFFICE SUPPLIES	\$9.83
733094826001	0	228856	7600	OFFICE DEPOT	OFFICE SUPPLIES	\$100.79
733092473001	0	228852	7600	OFFICE DEPOT	OFFICE SUPPLIES	\$102.92
1722214621	0	229266	7600	OFFICE DEPOT	PHOTO PAPER FOR FIRE LIFE SAFETY DAY	\$89.94
27465	0	228748	22452	OSTEEN AMY		\$54.58
3133	0	229406	22372	OVERALL CHEMICAL COM	CLEANING OF CITY HALL	\$680.00
3140	0	229408	22372	OVERALL CHEMICAL COM	CLEANING OF CITY HALL	\$680.00
3132	0	229405	22372	OVERALL CHEMICAL COM	CLEANING OF COURT	\$290.00
3131	0	229407	22372	OVERALL CHEMICAL COM	CLEANING OF TENNIS CENTER	\$100.00
3138	0	229409	22372	OVERALL CHEMICAL COM	CLEANING OF TENNIS CENTER	\$100.00

<b><u>Invoice #</u></b>	<b><u>Check#</u></b>	<b><u>Voucher #</u></b>	<b><u>Vendor #</u></b>	<b><u>Vendor Name</u></b>	<b><u>Invoice Description</u></b>	<b><u>Invoice Amnt</u></b>
3139	0	229465	22372	OVERALL CHEMICAL COM	CLEANING/COURT	\$290.00
C0256673	0	229205	983	PARAMOUNT UNIFORMS R	CREDIT	\$-5.84
0256698	0	229252	983	PARAMOUNT UNIFORMS R	GOLF UNIFORMS	\$41.19
258002	0	229334	983	PARAMOUNT UNIFORMS R	GOLF UNIFORMS	\$41.19
0256323	0	229105	983	PARAMOUNT UNIFORMS R	MATERIALS BLDG	\$5.00
0257642	0	229108	983	PARAMOUNT UNIFORMS R	MATERIALS BLDG	\$5.00
0257004	0	229204	983	PARAMOUNT UNIFORMS R	MATS - PAC	\$45.00
0257013	0	229201	983	PARAMOUNT UNIFORMS R	MATS AT ARENA	\$38.00
255667	0	228873	983	PARAMOUNT UNIFORMS R	PARK UNIFORMS	\$352.71
0257001	0	229231	983	PARAMOUNT UNIFORMS R	PARKS UNIFORMS	\$337.70
258032	0	229142	983	PARAMOUNT UNIFORMS R	UNIFORM/BLDG	\$6.53
0257644	0	229425	983	PARAMOUNT UNIFORMS R	UNIFORMS	\$27.78
0256325	0	229426	983	PARAMOUNT UNIFORMS R	UNIFORMS	\$27.78
0257645	0	229410	983	PARAMOUNT UNIFORMS R	UNIFORMS	\$116.86
0256326	0	229411	983	PARAMOUNT UNIFORMS R	UNIFORMS	\$116.86
256726	0	228937	983	PARAMOUNT UNIFORMS R	UNIFORMS/BLDG	\$6.53
256324	0	228900	983	PARAMOUNT UNIFORMS R	UTILITIES UNIFORMS	\$158.26
257643	0	228832	983	PARAMOUNT UNIFORMS R	UTILITY UNIFORMS	\$160.59
26231	0	228918	401	PATE HYDRAULICS	SM SEWER MACHINE HOSE ASSY	\$62.19
26229	0	228915	401	PATE HYDRAULICS	UNIT 827 HOSE ASSY	\$179.55
26226	0	228904	401	PATE HYDRAULICS	UNIT 870 /HOSE	\$64.17
101414	0	229459	22509	PATEL ROSHAN	CASH BOND REFUND	\$300.00

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27494	0	228777	22479	PATTERSON DEXTER		\$6.03
24-14	0	229127	17272	PERKINS WENDY	AEORBICS CLASS	\$225.00
27435	0	228718	22436	PETERS LORNE D. - RE		\$50.00
101414	0	229468	22507	PHILLIPS HENRY	CHERRY VALLEY FB 10-4/10-14/14	\$120.00
27440	0	228723	22440	PICKERS VALERIE D		\$50.00
27428	0	228711	22429	PORTER TERRY		\$52.17
27451	0	228734	19200	PREMIUM HOMES		\$66.44
101314	122065	228800	22498	PYLE PAM	MMCCA CERTIFICATION CLASS - OXFORD, MS	\$138.00
10114	0	228999	11113	REEVES KEVIN W	MSFA TRENCH RESCUE TRAVEL	\$13.57
120589	0	229206	10865	RELIABLE EQUIPMENT	AIR FILTER	\$69.90
C14184	0	228899	4701	RICHARD NEAL CERTIFI	1855 VETERANS DR APPRAISAL	\$1,800.00
9-14	0	229253	18047	ROBBINS JANICE	YOGA INSTRUCTOR	\$120.00
27477	0	228760	22464	ROBERSON LILLIAN M		\$35.36
753906	0	229342	10730	ROSEMOUNT ANALYTICAL	CHLORINE ANALYZER	\$1,970.50
27431	0	228714	22432	SCHOONOVER TIM & TIF		\$50.00
27471	0	228754	22458	SCHRADER SUSAN		\$8.90
470905	0	228959	387	SHAPIRO UNIFORMS	BLANN PROMO SHIRTS	\$56.10
470948	0	229097	387	SHAPIRO UNIFORMS	COOKE,JACOB N/H 2015 ALLOT	\$119.95
470915	0	229083	387	SHAPIRO UNIFORMS	COOKE,JACOB N/H ALLOT	\$19.90
470911	0	229084	387	SHAPIRO UNIFORMS	RYAN,NATHAN N/H ALLOT	\$376.50
101514	0	229458	22510	SHAW GORDON	SPECIAL PROSECUTOR 10/15/14	\$100.00
867-3	0	229039	1104	SHERWIN WILLIAMS SOU	E PRECINCT OFC MATERIALS/SUPPLIES	\$112.43

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101514	0	229430	6991	SHUMAKE LES	SPECIAL JUDGE 10/15/14	\$200.00
90516	0	229001	611	SIGNS & STUFF	RE-STRIPE EXPLORER	\$375.00
27422	0	228705	22423	SIMS STEPHEN		\$98.45
101414	0	229399	9136	SINQUEFIELD MURRAY	CHERRY VALLEY FB 10-4/10-14-14	\$280.00
27447	0	228730	22444	SKY LAKE CONSTRUCTIO		\$110.36
101414	0	229400	975	SMITH BILLY K	CHERRY VALLEY FB 10-4/10-14-14	\$210.00
27442	0	228725	22442	SMITH JOHN EDWARD		\$5.45
119-14	0	228894	17200	SMITH JOYCE W	SENIOR YOGA	\$25.00
120-14	0	229198	17200	SMITH JOYCE W	YOGA INSTRUCTOR	\$25.00
102014	0	228848	1161	SOUTHAVEN CHAMBER OF	OCT 2014 CONTRIBUTION	\$7,083.33
90681	0	229041	396	SOUTHAVEN RV CENTER	MOTOR TRAILER REPAIR	\$5.42
138804	0	228950	1102	SOUTHAVEN SUPPLY	BURN CELL MATERIALS	\$8.99
138899	0	228951	1102	SOUTHAVEN SUPPLY	BURN CELL MATERIALS	\$28.65
140116	0	229101	1102	SOUTHAVEN SUPPLY	CLEANING SUPPLIES	\$11.99
139214	0	228939	1102	SOUTHAVEN SUPPLY	CONDUIT,COUPLINGS,ASST MATERIALS	\$574.22
140128	0	229096	1102	SOUTHAVEN SUPPLY	FLANGE FOR 2 TOILETS	\$3.96
139217	0	229102	1102	SOUTHAVEN SUPPLY	MATERIALS	\$4.79
547940	0	229269	17988	SOUTHEASTERN EMERG	MEDICAL SUPPLIES	\$321.53
8046415-00	0	228983	687	SOUTHERN PIPE & SUPP	1" VALVE	\$14.30
300780	0	229063	11610	SOUTHERN THUNDER	3101-O/C & PADS	\$554.13
211-02545	0	229271	10235	SPORTSMAN'S WAREHOUS	CREW JACKETS & WADERS	\$588.93
27511	0	228794	22496	STEWART NINA % PAT C		\$15.36

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101414	0	229348	2354	STEWART, STEVE	2015 UNIFORM ALLOTMENT	\$600.00
27472	0	228755	22459	STOKES LARI D		\$10.96
27508	0	228791	22493	STRANG JEFF - RENTAL		\$18.41
101414	0	229401	13794	STRICKLAND ERIK RYAN	CHERRY VALLEY FB 10-4/10-14-14	\$330.00
27460	0	228743	22447	STUBBLEFIELD MISTY		\$30.72
100714	0	229325	11110	SUTHERLEN, BRAD	GULF COAST MOTORCYCLE COMPETITION	\$246.00
4262	0	229106	6877	TACTGEAR INC	INVESTIGATOR FLASHLIGHTS	\$248.88
460990	0	229473	5329	TENCARVA MACHINERY C	REPAIRS TO WOODLAND ESTATES &	\$2,758.86
25351	0	229059	313	TIM MOTE PLUMBING	TOILET REPAIR @ HQ	\$205.00
06537065	0	229267	5890	TIME WARNER TELECOM	INTERNET & NETWORK CONNECTIVITY	\$5,626.17
101014	0	229132	17131	TITTLE STACY	CLERKS CLASS-OXFORD	\$92.00
3864QB	0	229249	9591	TRI FIRMA	CENTRAL PARK - GRAVEL, GRADED	\$766.81
3862QB	0	229419	9591	TRI FIRMA	STREET & DITCH	\$271.49
3863QB	0	229420	9591	TRI FIRMA	STREET & DITCH	\$271.49
3856QB	0	229424	9591	TRI FIRMA	STREET & DITCH	\$271.49
3861QB	0	229421	9591	TRI FIRMA	STREET & DITCH	\$407.24
3859QB	0	229423	9591	TRI FIRMA	STREET & DITCH	\$407.24
3867QB	0	229416	9591	TRI FIRMA	STREET & DITCH	\$542.98
3866QB	0	229417	9591	TRI FIRMA	STREET & DITCH	\$542.98
3865QB	0	229418	9591	TRI FIRMA	STREET & DITCH	\$1,041.41
3860QB	0	229422	9591	TRI FIRMA	STREET & DITCH	\$1,628.95
TC4204	0	229415	469	TRI-STAR COMPANIES,	HVAC SERVICES	\$685.50

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243763-00	0	229030	1114	UNION AUTO PARTS	3003-PWR STEERING,TENSIONER,BELT	\$128.57
244783-00	0	229028	1114	UNION AUTO PARTS	GREASE FOR BAY DOORS	\$51.70
248368-00	0	229414	1114	UNION AUTO PARTS	MATERIALS FOR SHOP	\$40.64
243766-00	0	229029	1114	UNION AUTO PARTS	MOTOR OIL	\$267.90
245753-00	0	229027	1114	UNION AUTO PARTS	WIPER BLADES	\$55.80
0001	0	229104	22502	URI DONNETT, DVM, MS	PROF. SERVICES	\$185.63
465467	0	228981	551	USA BLUEBOOK	CHLORINE TABLETS	\$74.64
465495	0	228982	551	USA BLUEBOOK	DISPOSABLE PIPETS & BULBS	\$112.82
27449	0	228732	22004	VENTURE SIGNATURE HO		\$66.44
27450	0	228733	22004	VENTURE SIGNATURE HO		\$110.36
27448	0	228731	22004	VENTURE SIGNATURE HO		\$125.00
5571200	0	229365	13422	VENTURE TECH	ROUTER & SOFTWARE/UTILITIES	\$907.20
27462	0	228745	22449	WAIDYARACHCHI SANJAY		\$50.00
27444	0	228727	22443	WESTIN HOMES		\$35.36
27445	0	228728	2411	WHEELER CONST		\$125.00
38564	0	229472	11134	WHITFIELD	REPAIR TO THE LIGHTS AT SNOWDE	\$4,393.78
27491	0	228774	22476	WHITT JOSEPH E.		\$48.98
27466	0	228749	22453	WIGLEY SAM		\$61.56
27427	0	228710	22428	WILBOURNE DANIEL		\$6.08
27461	0	228744	22448	WILLIAM NATHANAEL LU		\$35.36
101414	0	229402	976	WILLIAMS, TIM	CHERRY VALLEY FB 10-4/10-14-14	\$160.00
27424	0	228707	22425	WILSON SHANTINIQUE		\$15.84

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101414	0	229403	974	WINDSOR, JIM	CHERRY VALLEY FB 10-4/10-14-14	\$660.00
97-14	0	229195	15915	WISEMAN CYNTHIA	AEROBICS INSTRUCTOR	\$225.00
101314	0	229138	7888	WOODARD CRAIG	NTL FIRE ACADEMY/MARYLAND	\$276.00
40859	0	229120	349	WORLD CLASS ATHLETIC	WHITE FIELD PAINT	\$2,399.00
2172535	0	229136	15430	ZOLL MEDICAL CORPORA	EKG PAPER	\$69.15
2171181	0	229137	15430	ZOLL MEDICAL CORPORA	ELECTRODES	\$839.26

**Total Invoices Paid on this Docket: \$198,681.58**

**City of Southaven  
Docket of Claims**



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City of Southaven Claims Docket  
Warrant #: S-102114 & S-102114

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P55040	0	229008	223	CROW'S TRUCK SERVICE	UNIT #3 SOCKET	\$31.80

**Total Invoices Paid on this Docket: \$31.80**

# City of Southaven Docket of Claims



## Warrant #: C-2014FY& W-2014FY

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9031811188	0	228851	6479	AIRGAS MID SOUTH	DC FLP, ELECTRIC STICK, JAW PLIERS	\$179.40
9912063101	0	229281	6479	AIRGAS MID SOUTH	MATERIALS FOR SHOP	\$195.10
9920892957	0	229280	6479	AIRGAS MID SOUTH	MATERIALS FOR SHOP	\$196.97
08-08-14	0	228859	9439	AMERICAN ASSOC	AARC - MEMBERSHIP REQUIRED - HOMETOWN RETIREMENT	\$500.00
115948	0	228890	883	AMERICAN TIRE REPAIR	REPAIR FLAT ON #814	\$90.00
1407-0696	0	228996	12761	ANALYTICAL FORENSIC	INVESTIGATION ANALYSIS	\$170.00
1407-0695	0	228997	12761	ANALYTICAL FORENSIC	INVESTIGATION ANALYSIS	\$570.00
9003666466	0	229062	17049	ANIMAL HEALTH INTERN	PROF. SERVICES	\$76.44
PAYAPP-4-HC3	0	229464	21319	ARGO CONSTRUCTION CO	HURRICANE CREEK 3 - TRINITY LAKE & AIRWAYS	\$144,023.38
PAY-APP-5	0	229462	21319	ARGO CONSTRUCTION CO	HURRICANE CREEK SEWER AT MCINGVALE RD	\$21,498.50
PAY-APP-8	0	229463	21319	ARGO CONSTRUCTION CO	HURRICANE CREEK SEWER PROJECT	\$59,490.47
030381481014	0	228868	166	AT&T	PHONE SERVICES - CITY HALL	\$422.44
6624492605	0	229181	13136	AT&T	COLLEGE RD SCADA SERVICES	\$55.00
28002581014	0	229087	13136	AT&T	PHONE SERVICE	\$284.59
280836771014	0	228877	13136	AT&T	PHONE SERVICES - COURT	\$151.76
39374661014	122066	228808	166	AT&T	FIRE PHONE ADMIN & STATION 4	\$130.52

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89X10112014	0	229147	1167	AT&T MOBILITY	CELL PHONES	\$1,531.03
9X10112014	0	228984	1167	AT&T MOBILITY	DATA CARDS FOR SCADA MONITORING	\$79.84
491X10112014	0	229275	1167	AT&T MOBILITY	ITEC CELL PHONES	\$856.08
19X10112014	0	229158	1167	AT&T MOBILITY	PHONE SERVICE	\$2,639.75
287258861014	0	229053	1167	AT&T MOBILITY	PHONE SERVICE - CELLS - CITY HALL	\$139.04
7X10112014	0	229130	1167	AT&T MOBILITY	WI-FI	\$41.12
10414	0	229362	1145	ATMOS ENERGY	1320 BROOKHAVEN	\$15.78
30169831B	0	229337	1145	ATMOS ENERGY	385 MAIN ST	\$60.77
301874311014	121612	228679	1145	ATMOS ENERGY	2101 COLONIAL HILL DR - PARKS	\$78.97
301967241014	121612	228678	1145	ATMOS ENERGY	8400 GREENBROOK PKWY - PARKS	\$18.65
302071301014	121612	228680	1145	ATMOS ENERGY	8925 SWINNEA RD	\$19.06
301501821014	122067	228802	1145	ATMOS ENERGY	6070 SNOWDEN LN	\$23.68
301547661014	122067	228801	1145	ATMOS ENERGY	6275 SNOWDEN LN	\$24.43
301525331014	122067	228805	1145	ATMOS ENERGY	7360 HIGHWAY 51 N	\$19.96
37410189901	0	228880	13650	BATTERIES PLUS	BATTERY FOR MOBILE RADIO	\$34.99
3925	0	229355	20065	BLC OF MS LLC	1155 SIR DOYLE CV	\$168.00
3924	0	229361	20065	BLC OF MS LLC	1346 TICONDEROGA DR	\$168.00
3927	0	229357	20065	BLC OF MS LLC	5116 GARNER LN	\$350.00
3928	0	229358	20065	BLC OF MS LLC	5805 STEFFANI DR	\$164.00
3926	0	229356	20065	BLC OF MS LLC	7401 HUNTERS HOLLOW	\$264.00
3930	0	229360	20065	BLC OF MS LLC	ISLANDS ON VENTURE	\$672.00
3929	0	229359	20065	BLC OF MS LLC	SOUTHCREST PKWY ISLANDS	\$528.00

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93014	0	228930	17086	BUTLER SNOW	GENERAL SERVICES-SEP 2014	\$18,333.33
643287	0	229012	669	CAMPER CITY USA INC	F250 DIESEL/BRAKE CONTROLLER & JACK REPAIR	\$139.00
30142106	0	229160	5430	CASCADE ENGINEERING	GREEN GARBAGE CARTS	\$26,048.08
100414	0	228858	4288	CELLULAR SOUTH	9/05/14-10/04/2014 PHONE SERVICES	\$2,808.77
X17753	0	228889	7766	CENTRAL PIPE SUPPLY,	2" METER GASKETS, NUTS & BOLTS, ETC.	\$1,135.74
X17610	0	228884	7766	CENTRAL PIPE SUPPLY,	2" METERS	\$547.00
300095071014	121613	228665	1234	CENTURYLINK	PHONE SERVICE - LIBRARY	\$43.08
300095241014	121613	228666	1234	CENTURYLINK	PHONE SERVICE - LIBRARY	\$47.47
400200371014	121613	228668	1234	CENTURYLINK	SNOWDEN HOUSE - PARKS	\$137.23
300096131014	121613	228667	1234	CENTURYLINK	SNOWDEN MESSAGE BOARD - PARKS	\$44.57
150950	0	229460	16013	CIVICPLUS	NEW WEB SITE/FINAL PMT	\$4,433.27
2398	0	228947	18221	CIVIL-LINK, LLC	BIKE TRAIL	\$1,443.00
2402	0	228948	18221	CIVIL-LINK, LLC	CARRIAGE HILLS BIKE PATH	\$5,005.00
2407	0	228978	18221	CIVIL-LINK, LLC	COE PLANNING & MAPPING	\$44,434.09
2404	0	228975	18221	CIVIL-LINK, LLC	DCRUA SEWER METER MONITORING	\$2,413.45
2399	0	228946	18221	CIVIL-LINK, LLC	DEER CREEK LANE DRAINAGE	\$5,556.46
2410	0	228949	18221	CIVIL-LINK, LLC	GENERAL SERVICES	\$8,000.00
2401	0	228944	18221	CIVIL-LINK, LLC	GETWELL OVERLAY	\$14,835.00
2400	0	228973	18221	CIVIL-LINK, LLC	HWY 51/STARLANDING(MDOT TO REIMBURSE)	\$2,776.54
2406	0	228977	18221	CIVIL-LINK, LLC	SANITARY SEWER MODIFICATION PLUM PT	\$546.00
2409	0	229064	18221	CIVIL-LINK, LLC	SNOWDEN GROVE EXPANSION-SURVEY WORK-PER CONTRACT	\$2,925.00
2403	0	228974	18221	CIVIL-LINK, LLC	UTILITIES RPR	\$6,366.10

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2408	0	228979	18221	CIVIL-LINK, LLC	WATER METER SURVEY	\$2,219.00
2405	0	228976	18221	CIVIL-LINK, LLC	WELL/PLANT TESTING & MONITORING	\$29,538.85
1219890	0	228826	2343	COMMERCIAL APPEAL	BUDGET FY2015 ADVERTISEMENT	\$78.74
307400000076	0	228928	19311	CREDIT BUREAU SYSTEM	SEPT. EMS COLLECTIONS	\$997.22
6423	0	229335	665	DESOTO COUNTY COOPER	MATERIALS	\$91.50
093014	0	228967	964	DESOTO COUNTY SHERIF	SEP 2014 INMATE HOUSING	\$13,175.00
93014	0	228966	964	DESOTO COUNTY SHERIF	SEP 2014 INMATE MED/RX	\$259.81
93521478	0	229075	16484	ECOLAB EQUIPMENT	REPAIR OF ICE MACHINE	\$614.22
90004211133	0	229188	966	ENTERGY	1334 GOODMAN/16852907	\$15.08
310001832001	0	229179	966	ENTERGY	1433 STATELINE E/71532782	\$10.53
125003843078	0	229153	966	ENTERGY	165 STARLANDING SIREN/109997247	\$20.18
105003902336	0	228809	966	ENTERGY	170 COLLEGE RD/17627084	\$3,795.68
565001537178	0	228819	966	ENTERGY	1903 STARLANDING LAKES OF NICHOLAS/43981182	\$44.21
10000324271	0	229161	966	ENTERGY	1989 STATELINE E/115078636	\$24.12
125003843077	0	229152	966	ENTERGY	2009 STARLANDING SIREN/109997221	\$20.46
100003238485	0	228817	966	ENTERGY	2017 STAR LANDING WTR TWR/87490884	\$75.72
75003882628	0	228820	966	ENTERGY	2543 JIM ST/107599953	\$47.56
100003238486	0	228821	966	ENTERGY	2560 STARLANDING/87646410	\$105.03
65003905199	0	228812	966	ENTERGY	2768 BLACK ROCK RD/57153132	\$31.43
190003263163	0	229211	966	ENTERGY	295 STATELINE RD E/19045897	\$22.92
90004207019	0	229155	966	ENTERGY	3005 COLLEGE RD/16837783	\$21.28
145003800640	0	229221	966	ENTERGY	3025 CARNIVAL LN/19046408	\$6.62

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390001864816	0	228818	966	ENTERGY	303 LONG ST/76194174	\$43.40
190003262045	0	229190	966	ENTERGY	3088 NAIL/76259076	\$1,887.50
90004211126	0	229241	966	ENTERGY	3278 MAY BLVD/16833329	\$32.53
90004211132	0	229250	966	ENTERGY	3278 MAY BLVD/16852212	\$395.79
280002941563	0	229251	966	ENTERGY	3335 PINE TAR ALY/44368587	\$4,462.21
180003147545	0	229264	966	ENTERGY	3376 NAIL/15744642	\$3,654.23
160003053944	0	228815	966	ENTERGY	3401 WOODLAND TRACE N/18757831	\$203.75
170003080838	0	229233	966	ENTERGY	3480 SUNSET LOOP/20291415	\$309.00
180003147546	0	229228	966	ENTERGY	3566 NAIL RD/15744865	\$10.49
35004066205	0	229186	966	ENTERGY	4154 DAVIS LIFT STATION/79240206	\$24.30
105003902335	0	228822	966	ENTERGY	4446 AIRWAYS BLVD/17625948	\$859.24
90004207020	0	229154	966	ENTERGY	4830 AIRWAYS/16838005	\$19.89
15004283561	0	229150	966	ENTERGY	5140 TCHULAHOMA/16832941	\$17.48
15004283774	0	229168	966	ENTERGY	5577 GETWELL/89417216	\$35.29
45004002139	0	229185	966	ENTERGY	5795 PEPPERCHASE/16851735	\$47.01
980501801014	0	229333	966	ENTERGY	5813 PEPPERCHASE DR	\$10.49
16833121B	0	229331	966	ENTERGY	5813 PEPPERCHASE DR	\$1,972.49
90004211134	0	229187	966	ENTERGY	5850 GETWELL WATER PLANT/16853459	\$4,792.38
10009025155	0	229180	966	ENTERGY	5850 GETWELL WTRTWR/39758438	\$6.62
215003394969	0	229170	966	ENTERGY	6006 GETWELL/89417232	\$23.28
160003056038	0	229145	966	ENTERGY	6050 ELMORE RD/15374952	\$1,133.65
105003902349	0	229151	966	ENTERGY	6052 ELMORE CD SIREN/17623570	\$23.70

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180003147710	0	229235	966	ENTERGY	6070 SNOWDEN/20892766	\$451.20
565001539563	0	229178	966	ENTERGY	6145 AIRWAYS/108163825	\$40.46
135003802995	0	229156	966	ENTERGY	6200 GETWELL SIREN/17624743	\$23.61
505002047110	0	229237	966	ENTERGY	6205 GETWELL/22512453	\$7.53
90004211129	0	229239	966	ENTERGY	6205 SNOWDEN LN/16837304	\$319.76
145003800715	0	229263	966	ENTERGY	6208 SNOWDEN LN/47805247	\$47.03
15004284996	0	229224	966	ENTERGY	6208A SNOWDEN LN/66074311	\$217.76
165003747843	0	229244	966	ENTERGY	6275 SNOWDEN LN/66762873	\$274.07
180003147849	0	229223	966	ENTERGY	6277A SNOWDEN LN/74869355	\$56.78
180003147848	0	229222	966	ENTERGY	6277B SNOWDEN/74855255	\$149.46
470001635562	0	229261	966	ENTERGY	6305 SNOWDEN LN/72820194	\$6.62
30004578534	0	229144	966	ENTERGY	6450 GETWELL RD/15021074	\$1,180.46
245003211754	0	229191	966	ENTERGY	6845 MCCAIN/19045665	\$10.64
15004283563	0	229196	966	ENTERGY	6854 TCHULAHOMA/16836702	\$146.82
120003089798	0	229149	966	ENTERGY	7111 TCHULAHOMA RD SIREN/60209269	\$18.23
75003884038	0	229157	966	ENTERGY	750 BROOKSIDE/85056398	\$21.02
90004211131	0	229248	966	ENTERGY	7505 STONEGATE/16852006	\$6.62
15004286173	0	229183	966	ENTERGY	7525 GREENBROOK PKWY/16850588	\$9,880.39
505002047028	0	229257	966	ENTERGY	7525 TCHULAHOMA/31109473	\$6.62
505002047029	0	229258	966	ENTERGY	7535 TCHULAHOMA/31109549	\$6.62
505002047027	0	229256	966	ENTERGY	7635 TCHULAHOMA/31109424	\$6.62
505002047030	0	229259	966	ENTERGY	7645 TCHULAHOMA/31109614	\$6.62

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505002047026	0	229255	966	ENTERGY	7655 TCHULAHOMA/31109317	\$6.62
505002047031	0	229260	966	ENTERGY	7665 TCHULAHOMA/31109648	\$6.62
15004286174	0	229203	966	ENTERGY	7696 AIRWAYS/16851180	\$11.31
505002047025	0	229254	966	ENTERGY	7705 TCHULAHOMA/31109259	\$6.62
505002047032	0	229246	966	ENTERGY	7735 TCHULAHOMA/31109663	\$10.49
20004778227	0	229146	966	ENTERGY	7980 SWINNEA RD/79401667	\$1,539.50
180003147921	0	229194	966	ENTERGY	8157A PARK PIKE/75760785	\$119.64
360001804749	0	229199	966	ENTERGY	8182 GETWELL LIFT STATION/102092335	\$87.32
150003042496	0	229148	966	ENTERGY	8185 GETWELL RD/19131200	\$6.62
180003148368	0	229214	966	ENTERGY	8400 GREENBROOK PKWY/15928989	\$330.36
125003846085	0	229197	966	ENTERGY	8440 GREENBROOK PKWY/18141937	\$13.83
495002182715	0	229217	966	ENTERGY	8440 GREENBROOK PKWY/39758503	\$6.62
295002925324	0	229162	966	ENTERGY	8507 INVERNESS/90253295	\$32.33
15004286172	0	229209	966	ENTERGY	8900 GREENBROOK PKWY/16839706	\$87.07
495002182774	0	229218	966	ENTERGY	8925 SWINNEA/38822441	\$358.81
140003068026	0	229216	966	ENTERGY	8925 SWINNEA/45692910	\$6.62
360001805227	0	229213	966	ENTERGY	8925 SWINNEA/69723351	\$7.26
95003807078	0	229177	966	ENTERGY	8935 COMMERCE/55245484	\$6.62
15004283566	0	229174	966	ENTERGY	AIRWAYS/RASCO-16850885	\$36.27
75003884010	0	229184	966	ENTERGY	CHANCEY CV LOT 4/85491660	\$47.01
15004283564	0	229219	966	ENTERGY	CHAPARRAL LN PARK/16836884	\$60.96
155003771989	0	229225	966	ENTERGY	CHERRY VALLEY FL LTS/38124624	\$38.02

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700004292331	0	229172	966	ENTERGY	CHURCH/GETWELL-16713968	\$41.89
70004292330	0	229166	966	ENTERGY	CHURCH/I-55/16713240	\$68.11
525001919922	0	228814	966	ENTERGY	E/S FLORA LEE LIFT PUMP/110446101	\$278.38
90004211127	0	229243	966	ENTERGY	GETWELL & MARY/16834020	\$454.52
210002871703	0	229202	966	ENTERGY	GROVE MEADOWS LIFT STATION/60572526	\$75.23
15004283567	0	229192	966	ENTERGY	HUNTERS GLEN/16851461	\$19.81
210002871702	0	228816	966	ENTERGY	LEGENDS LAGOON/60572476	\$295.54
125003845507	0	229226	966	ENTERGY	SNOWDEN BALLFIELD/18054049	\$2,128.51
15004283565	0	229220	966	ENTERGY	SNOWDEN PARK/16838617	\$265.15
90004211128	0	229164	966	ENTERGY	SOUTHAVEN ELEM SCHOOL/16835456	\$4.47
25004173236	0	229169	966	ENTERGY	ST LTS CITY MAINT/15064967	\$411.51
90004211130	0	229163	966	ENTERGY	STATE LINE & GETWELL/16837528	\$20.01
150003043843	0	229176	966	ENTERGY	STATE LINE/NORTHWEST-15556418	\$83.01
2013725466	0	229165	966	ENTERGY	STREET LIGHTS/16836199	\$60,979.06
60004332804	0	229175	966	ENTERGY	SWEET FLAG LOOP/16344749	\$20.24
180003147594	0	229189	966	ENTERGY	SWEETWATER/15765670	\$643.45
65003908414	0	229171	966	ENTERGY	SWINNEA/HWY 302-17327354	\$86.56
15004283562	0	229173	966	ENTERGY	TL MILLBRANCH LIN/16835019	\$98.39
45004000851	0	228813	966	ENTERGY	TURMAN DR/19338714	\$160.49
150003041505	0	229167	966	ENTERGY	WHITWORTH/ST LINE-16293359	\$83.95
160003053943	0	228810	966	ENTERGY	WOODLAND TRACE S/18757658	\$12.57
117424331014	121614	228675	966	ENTERGY	1729 BROOKHAVEN DR	\$13.69

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190469291014	121614	228676	966	ENTERGY	1978 STATE LINE RD - PARKS	\$229.21
525303591014	121614	228671	966	ENTERGY	2101 COLONIAL HILLS DR	\$159.78
525302841014	121614	228670	966	ENTERGY	2101 COLONIAL HILLS DR - PARKS	\$2,918.48
170020071014	121614	228664	966	ENTERGY	385 STATELINE RD W	\$8,845.52
168364541014	121614	228672	966	ENTERGY	4700 STATELINE RD - PARKS	\$24.48
168382291014	121614	228673	966	ENTERGY	4700 STATELINE RD - PARKS	\$532.98
168392501014	121614	228669	966	ENTERGY	7505 CHERRY VALLEY BLVD	\$937.85
168384191014	121614	228674	966	ENTERGY	7505 CHERRY VALLEY BLVD - PARKS	\$80.16
681111781014	121614	228681	966	ENTERGY	8554 NORTHWEST DR	\$6,015.69
411115351014	121615	228677	966	ENTERGY	7360 US HWY 51 N - ARENA	\$10,217.83
112498181014	122068	228806	966	ENTERGY	1395 PLEASANT HILL RD	\$20.56
124227	0	229007	4781	FAMILY MEDICAL CLINI	FOLLOW UP SHOTS	\$700.00
124393	0	228931	4781	FAMILY MEDICAL CLINI	NON DOT USD/OFFICE VISITS	\$355.00
123723	0	228825	4781	FAMILY MEDICAL CLINI	SHOTS/TEST #24304	\$57.00
NP42373317	0	229023	6919	FUELMAN	9/22-9/28/14 FUEL	\$8,086.43
NP42373340	0	228926	6919	FUELMAN	FUEL CARDS	\$89.19
1140	0	228934	9195	GAINES, ROBERT	SEP 2014 SCADA SERVICES	\$3,060.00
1102470471	0	228919	13654	GATEWAY TIRE &	TIRE FOR TRUCK #826	\$182.30
7751	0	229025	474	GLEN'S GARAGE	2010 SKYCOP GAS	\$53.35
100914	0	229341	14331	HALL ROBERT	SOFTBALL UMPIRE	\$575.00
12302	0	229329	13793	HERNANDO REDI MIX	MATERIALS	\$142.50
12158	0	229327	13793	HERNANDO REDI MIX	MATERIALS	\$327.50

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222293051	0	229060	12713	HILL'S PET NUTRITION	FEED FOR ANIMALS	\$166.07
3495064	0	229011	19336	HOLLYWOOD FEED	FOOD FOR K9	\$35.67
3465475	0	229010	19336	HOLLYWOOD FEED	FOOD FOR K9	\$511.15
130497	0	228916	946	HOLMES SERVICES	VIDEO PIPELINE INSPECTION	\$712.50
130520	0	228911	946	HOLMES SERVICES	VIDEO PIPELINE INSPECTION - 7770 PARKVIEW CIR.	\$525.00
320790	0	229013	189	HOMER SKELTON FORD	3002-#8/IGNITION COIL	\$205.63
02570001014	0	229326	1388	HORN LAKE WATER ASSO	5813 PEPPERCHASE DR	\$484.25
0601500	0	228914	1388	HORN LAKE WATER ASSO	SEWER - TRINITY LAKES WASTE WATER PLANT	\$16.50
COZF1227538	0	229021	14326	INFORMATION INFORM	SEP 2014 NCIC SUPPORT	\$224.00
500030319	0	228845	20490	INTERSTATE BATTERY S	2 V26.6	\$110.00
93157739	0	229324	7826	INVENSYS SYSTEMS, IN	MATERIALS/EQUIPMENT FOR PW	\$1,151.53
KTU0946	0	229322	12714	IRON MOUNTAIN	SECURE STORAGE SERVICE	\$1,519.77
274059	0	229018	887	JIMMY GRAY CHEVROLET	9336-TAHOE-O/C	\$33.52
S2706359.001	0	229076	2768	KEELING IRRIGATION	PVC PIPE	\$633.00
81314	0	228965	22499	L S HOMES	SEWER TAP FEE REIMB	\$600.00
78131	0	228834	403	LAWRENCE PRINTING CO	DUI TICKETS	\$455.62
27364	0	229319	759	LEHMAN ROBERTS CO	MATERIALS	\$277.42
27461	0	229318	759	LEHMAN ROBERTS CO	MATERIALS	\$285.33
27428	0	229320	759	LEHMAN ROBERTS CO	MATERIALS	\$563.88
72197	0	229316	15888	MAC'S A/C & REFRIGER	HVAC MAINT. PER CONTRACT	\$2,595.00
63822571	0	229014	1092	MATTHEW BENDER & CO.	2014 MS CRIME /TRAFFIC LAWS	\$67.08
63823950	0	229026	1092	MATTHEW BENDER & CO.	2014 MS CRIMINAL/TRAFFIC LAWS-MAYOR	\$67.08

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63571-IN	0	228998	18772	MEDICAL ACCOUNTS REC	SEP 2014 EMS BILLING	\$4,866.52
199295	0	229282	354	METER SERVICE AND SU	CPLG, SEWER PIPE	\$197.30
199405	0	228882	354	METER SERVICE AND SU	REPAIR CLAMPS	\$484.75
471497	0	228869	6685	MID SOUTH DIGITAL	A1468 COPIER - MAYOR'S OFFIC E	\$69.95
471499	0	228987	6685	MID SOUTH DIGITAL	A1776 STATION 3 COPIER	\$15.38
471495	0	229072	6685	MID SOUTH DIGITAL	A1861 COPIER - ARTS & CULTURAL AFFAIRS	\$751.60
471697	0	229068	6685	MID SOUTH DIGITAL	A2214 COPIER	\$3.05
471554	0	229276	6685	MID SOUTH DIGITAL	A2388 COPIER	\$2.00
471555	0	229071	6685	MID SOUTH DIGITAL	A2406 COPIER	\$38.14
471468	0	229069	6685	MID SOUTH DIGITAL	A2615 COPIER	\$12.14
471491	0	228954	6685	MID SOUTH DIGITAL	A2761 COPIER - COURT	\$33.10
471492	0	228953	6685	MID SOUTH DIGITAL	A2762 COPIER	\$7.27
471531	0	228823	6685	MID SOUTH DIGITAL	A3190 PEPPERCHASE COPIER	\$24.96
471649	0	228956	6685	MID SOUTH DIGITAL	A4675 COPIER - COURT	\$195.38
471586	0	228988	6685	MID SOUTH DIGITAL	A4872 ADMIN COPIER	\$139.55
471674	0	228824	6685	MID SOUTH DIGITAL	A4957 CITY HALL COPIER	\$27.88
471684	0	228878	6685	MID SOUTH DIGITAL	A4989 COPIER - CITY CLERKS OFFICE	\$82.10
471552	0	228924	6685	MID SOUTH DIGITAL	BLDG DEPT. - A1860 COPIER	\$16.78
472046	0	229019	6685	MID SOUTH DIGITAL	G0788/4 SMALL PRINTERS/SANDERS	\$96.29
471580	0	229058	6685	MID SOUTH DIGITAL	OFFICE SUPPLIES	\$112.70
31135	0	229315	19694	MID-SOUTH TELECOM	PHONE SERVICE	\$65.00
SEP2014	43382	229284	1176	MISSISSIPPI STATE TA	SEP 2014 SALES TAX	\$8,337.87

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27524	43383	229307	1176	MISSISSIPPI STATE TA	SEPTEMBER 2014 SALES TAX PAID.	\$5,204.60
00246995	0	228862	1381	MUNICIPAL CODE CORPO	ORDIANCES UPDATES	\$954.49
1021075.2	0	228932	1160	NEEL-SCHAFFER INC	AUG 2014 STRMWTR IMPLE	\$2,272.51
60243	0	229304	691	NORTH MISSISSIPPI TI	MATERIALS FOR SHOP	\$222.22
60145	0	228895	691	NORTH MISSISSIPPI TI	TIRES FOR #869	\$224.07
609291	0	228837	1099	NORTH MS PEST CONTRO	BI MONTHLY SPRAY ON CONCESSIONS	\$369.00
598615	0	229313	1099	NORTH MS PEST CONTRO	PEST CONTROL	\$68.00
606629	0	229314	1099	NORTH MS PEST CONTRO	PEST CONTROL	\$68.00
606630	0	229305	1099	NORTH MS PEST CONTRO	PEST CONTROL	\$160.00
603750	0	229306	1099	NORTH MS PEST CONTRO	PEST CONTROL	\$160.00
601384	0	229308	1099	NORTH MS PEST CONTRO	PEST CONTROL	\$160.00
609292	0	229309	1099	NORTH MS PEST CONTRO	PEST CONTROL	\$160.00
598617	0	229312	1099	NORTH MS PEST CONTRO	PEST CONTROL	\$160.00
10003670	0	229303	1105	NORTHCENTRAL ELECTRI	STREET LIGHT REPAIRS	\$167.93
MS01480B	0	229279	1105	NORTHCENTRAL ELECTRI	STREET LIGHT REPAIRS	\$2,279.04
592470091014	122069	228803	1105	NORTHCENTRAL ELECTRI	FREEMAN LN - PARKS	\$243.69
592470021014	122069	228804	1105	NORTHCENTRAL ELECTRI	MALONE RD - PARKS	\$519.79
592470071014	122069	228807	1105	NORTHCENTRAL ELECTRI	RIVER PTE DR - UTILITIES	\$110.39
1257-171290	0	228891	7304	O'REILLYS AUTO PARTS	BATTERY FOR BACKHOE	\$102.39
1791-314172	0	228898	7304	O'REILLYS AUTO PARTS	MINI BULB	\$5.31
732218727001	0	228971	7600	OFFICE DEPOT	CLIPBOARDS	\$53.98
731745765001	0	228827	7600	OFFICE DEPOT	OFFICE SUPPLIES	\$105.04

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1720335202	0	229143	7600	OFFICE DEPOT	PRINTERS/COURTROOM 1	\$379.98
1720335204	0	229274	7600	OFFICE DEPOT	WEBCAM FOR SENTRY KIDS	\$47.99
101514	0	229345	7820	OLIVER ANDREA	MARKETING AND SALES	\$312.50
3127B	0	229363	22372	OVERALL CHEMICAL COM	CLEANING OF COURTHOUSE	\$290.00
0255376	0	229077	983	PARAMOUNT UNIFORMS R	GOLF UNIFORMS	\$41.19
7974	0	228875	1149	PEOPLES BANK, THE	SOUTHAVEN G/O REFUNDING BONDS SERIES 2010	\$2,100.00
7975	0	228874	1149	PEOPLES BANK, THE	SOUTHAVEN G/O REFUNDING BONDS SERIES 2011	\$2,100.00
7976	0	228872	1149	PEOPLES BANK, THE	SOUTHAVEN G/O REFUNDING BONDS SERIES 2012A	\$1,850.00
7977	0	228870	1149	PEOPLES BANK, THE	SOUTHAVEN G/O W/S REFUNDING BONDS SERIES 2012	\$1,850.00
SEPT.-2014	0	228860	21382	PETTY CASH	PETTY CASH - SHEILA HEATH	\$232.61
093014	0	229078	21382	PETTY CASH	SUPPLIES	\$80.06
JUNE-SEP2014	0	229125	21382	PETTY CASH	UTILITY DEPT PETTY CASH	\$159.38
93014	0	228986	11113	REEVES KEVIN W	MSFA TRENCH RESCUE TRAVEL	\$48.55
9814	0	228933	22237	REGION IV MENTAL HEA	SCREENINGS	\$390.00
120485	0	228855	10865	RELIABLE EQUIPMENT	HOLDER, IGNITION COIL	\$81.33
120565	0	228853	10865	RELIABLE EQUIPMENT	SHOE, IGNITION COIL ASSY	\$28.79
153137	0	229285	17795	RICH PRINTING INC	PRINTING FOR LETTERS	\$712.00
C-3689-A	0	229009	7194	RIP WALKER & ASSOCIA	SPAC APPRAISAL SERVICES	\$304.50
400586	0	229354	22506	S E S	COMM. SYSTEM REPAIRS/SECURITY	\$50.80
309716	0	229286	294	SAFETY-QUIP	MATERIALS FOR STREETS	\$110.00
402-9	0	228893	1104	SHERWIN WILLIAMS SOU	PAINT	\$98.02
524	0	228917	1104	SHERWIN WILLIAMS SOU	PAINT FOR LIFT STATION REHAB	\$513.57

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0253-6	0	228849	1104	SHERWIN WILLIAMS SOU	WHITE PAINT	\$281.80
W28581770001	0	229477	21618	SHINDIGZ	SENIOR LUNCHEON ART & SUPPLIES	\$290.81
120841	0	228972	1102	SOUTHAVEN SUPPLY	ELECTRICAL MATERIALS	\$778.90
137173	0	229056	1102	SOUTHAVEN SUPPLY	MATERIALS BLDG.	\$37.09
8036248-00	0	228886	687	SOUTHERN PIPE & SUPP	MISC. MATERIALS	\$192.52
093014	0	228970	18521	SOUTHERN TELECOMMUNI	alarms, dispatchers, faxes, etc.	\$1,338.14
300206	0	229016	11610	SOUTHERN THUNDER	0973-SIDECOVER	\$113.10
300767	0	229017	11610	SOUTHERN THUNDER	3055-HD/BATTERY	\$143.86
300521	0	229015	11610	SOUTHERN THUNDER	4992 MOTOLIGHT,FENDER TRIM	\$784.73
3243958212	0	228995	19739	STAPLES ADVANTAGE	ADMIN OFFICE SUPPLIES	\$143.29
3243958215	0	228989	19739	STAPLES ADVANTAGE	CD-R'S	\$15.90
8031525631	0	229066	19739	STAPLES ADVANTAGE	COLOR LAZER JET TRANSFER KIT	\$142.99
3243958220	0	229073	19739	STAPLES ADVANTAGE	COPY PAPER	\$379.90
3243958218	0	228994	19739	STAPLES ADVANTAGE	FAN FOR 291	\$123.98
3243958214	0	228991	19739	STAPLES ADVANTAGE	FLASH DRIVES/INVESTIGATIONS	\$12.99
3243958213	0	228992	19739	STAPLES ADVANTAGE	FLASH DRIVES/INVESTIGATIONS	\$65.94
3243958219	0	228993	19739	STAPLES ADVANTAGE	FLOOR MAT FOR NEW OFFICE	\$97.19
3243958216	0	228990	19739	STAPLES ADVANTAGE	INVESTIGATION SUPPLIES/DVD"S	\$140.41
100914	0	229344	6653	STRIBLING KEITH	SOFTBALL UMPIRE	\$350.00
0115770-IN	0	229299	7500	SWEEPING CORPORATION	SWEEPING SERVICES	\$1,157.78
0115771-IN	0	229300	7500	SWEEPING CORPORATION	SWEEPING SERVICES	\$1,973.17
0115769-IN	0	229301	7500	SWEEPING CORPORATION	SWEEPING SERVICES	\$2,061.32

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0115772-IN	0	229302	7500	SWEEPING CORPORATION	SWEEPING SERVICES PER CONTRACT	\$12,973.01
339581	0	228925	20843	TESS COMPANY	OXYGEN	\$32.10
339643	0	228927	20843	TESS COMPANY	OXYGEN	\$55.80
340439	0	228985	20843	TESS COMPANY	OXYGEN & HYDRO TEST	\$104.00
W0310062228	0	229287	715	THOMPSON MACHINERY	GENERATOR REPAIR	\$492.85
W0310061934	0	229289	715	THOMPSON MACHINERY	GENERATOR REPAIR	\$1,268.51
W1410601	0	229339	715	THOMPSON MACHINERY	GENERATOR SET - BOARD APPROVED	\$41,639.94
W0310061937	0	228861	715	THOMPSON MACHINERY	GREENBROOK WTR PLANT GENERATOR REPAIR	\$4,044.38
W0310061936	0	228923	715	THOMPSON MACHINERY	TESTING FOR GETWELL GENERATOR	\$2,050.00
W0310061935	0	229288	715	THOMPSON MACHINERY	TESTING FOR SOUTHAVEN ARENA	\$1,640.00
W0310061938	0	228921	715	THOMPSON MACHINERY	WHITWORTH WATER PLANT	\$1,640.00
1917	0	229290	775	TRAF MARK INC	MATERIALS/SIGNS	\$1,320.00
3850QB	0	228866	9591	TRI FIRMA	LABOR AND BACKHOE	\$656.97
3849QB	0	228865	9591	TRI FIRMA	RIP RAP ON SIDES OF DRIVEWAY	\$561.63
100914	0	229343	2857	TURNER DALE	SOFTBALL UMPIRE	\$560.00
45-117700	0	229277	952	TYLER TECHNOLOGIES	QUARTERLY SUPPORT	\$17,146.25
76064	0	229293	16517	UPCHURCH SERVICES, L	HVAC SERVICES	\$140.00
76064-1	0	229294	16517	UPCHURCH SERVICES, L	HVAC SERVICES	\$157.50
75678	0	229297	16517	UPCHURCH SERVICES, L	HVAC SERVICES	\$455.00
75678-1	0	229296	16517	UPCHURCH SERVICES, L	HVAC SERVICES	\$888.62
C10819	0	229295	16517	UPCHURCH SERVICES, L	HVAC SERVICES	\$1,733.75
459930	0	228888	551	USA BLUEBOOK	BUFFERS, VP8 CONNECTOR	\$416.88

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462063	0	228887	551	USA BLUEBOOK	SUPPLIES FOR TRINITY LAKES WASTEWATER LAB	\$192.56
93014	0	229129	22420	VANSTORY MICHAEL	MSFA TRENCH CONF TRAVEL	\$30.77
3447057	0	228840	8127	WASTE CONNECTIONS OF	4700 STATELINE	\$137.38
3446848	0	228843	8127	WASTE CONNECTIONS OF	ARENA	\$134.86
3446682	0	228842	8127	WASTE CONNECTIONS OF	CV FOOTBALL FIELDS	\$447.63
3447061	0	228839	8127	WASTE CONNECTIONS OF	GB SOFTBALL	\$370.00
34444225	0	228844	8127	WASTE CONNECTIONS OF	PARKS BLDG	\$122.77
3447552	0	229291	8127	WASTE CONNECTIONS OF	TRASH SERVICE	\$282.54
3447681	0	229292	8127	WASTE CONNECTIONS OF	TRASH SERVICES	\$127.05
11752	0	229338	19230	WASTE PRO	RUBBISH COLLECTION PER CONTRACT	\$69,750.00
830145246	0	228935	4230	WEST GROUP PAYMENT	MS RULES OF COURT BOOKS	\$532.50
38789	0	229159	11134	WHITFIELD	ELEC SERV @ LIBRARY	\$3,166.24
38790	0	228857	11134	WHITFIELD	JOURNEYMEN LABOR HOURS	\$190.00

**Total Invoices Paid on this Docket: \$809,155.32**

City of Southaven  
Docket of Claims



Warrant #: S-2014FY& S-2014FY

City of Southaven Claims Docket  
Warrant #: S-2014FY & S-2014FY

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S9361	0	229479	223	CROW'S TRUCK SERVICE	ENGINE 98 HOSES/BELTS	\$1,792.00
S9209	0	228969	223	CROW'S TRUCK SERVICE	UNIT 2 REAR SUSPENSION	\$249.60

**Total Invoices Paid on this Docket: \$2,041.60**

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## Executive Session