



**MEETING OF THE MAYOR AND BOARD OF ALDERMEN  
SOUTHAVEN, MISSISSIPPI  
CITY HALL  
November 4, 2014  
6:00 p.m.  
AGENDA**

- 1. Call To Order**
- 2. Invocation**
- 3. Pledge Of Allegiance**
- 4. Approval Of Minutes: October 21, 2014**
- 5. FY 2014 Audit Services**
- 6. Budget Amendment**
- 7. Municipal Compliance Questionnaire**
- 8. Resolution for 2015 Continuing Disclosure Filing, Resolution Approving Policies and Procedures, Resolution for Providing Questionnaire in Connection with City's Disclosure Requirements**
- 9. Sole Source – Kidde Fire Trainers - SFD**
- 10. Kidde Fire Trainers Service Agreement**
- 11. Request to Purchase APX Radios - SPD**
- 12. Parks and Recreation Beverage Agreement**
- 13. Resolution to Surplus Property – ITEC Dept.**
- 14. Resolution for Settlement and Surplus of Utility Truck**
- 15. Amendment to Utility Term Bid**
- 16. Resolution Granting Authority To Clean Private Property**
- 17. Planning Agenda**
- 18. Mayor's Report**
- 19. Citizen's Agenda**
- 20. Personnel Docket**
- 21. City Attorney's Legal Update**
- 22. Old Business**
- 23. Claims Docket**
- 24. 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 OF THE REGULAR MEETING  
OF October 21, 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 21st 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 twenty-five (25) 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 October 7, 2014 with any corrections, deletions, or additions necessary. There being none the motion was seconded by Alderman Flores. Motion was put to a vote and passed unanimously.

**BUDGET AMENDMENT**

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

Mr. Wilson stated that this budget amendment will close out fiscal year 2014 and will reduce the general fund budget by \$784,000, the sanitation budget by \$450,000 and the utility fund budget by \$300,000. A motion was made by Alderman Flores to approve the budget amendment. Motion was seconded by Alderman Ferguson.

Roll call was as follows:

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

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried on the 21st day of October, 2014.

A copy of the budget amendment is attached to these minutes.

**REQUEST FOR DONATION OF ARENA BY THE COMMUNITY  
FOUNDATION OF NORTHWEST MISSISSIPPI FOR CRYSTAL BALL  
WITH REQUESTED VARIANCE**

**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 Brooks made the motion to adopt the Resolution 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:

<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 21<sup>st</sup> day of October, 2014.

A copy of the rental application and variance is attached to these minutes.

**REQUEST FOR RENTAL VARIANCE – OMEGA PSI PHI FRATERNITY  
FOR SCHOLARSHIP FUNDRAISER/HOLIDAY BALL**

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

Mr. Manley stated that this request is from Omega Psi Phi Fraternity, Inc. for an alcohol variance for their December 27, 2014 event at the Southaven Tennis Complex. Mr. Manley noted that the Omega Psi Phi Fraternity would coordinate with Southaven Police regarding security pursuant to the Facility Policy.

Alderman Brooks made the motion to approve the rental variance. Motion was seconded by Alderman Flores. Motion was put to vote and passed unanimously.

A copy of the Park Facility Rental Application is attached to these minutes.

**REQUEST TO ENTER INTO MOU WITH HORN LAKE CREEK WATERSHED DRAINAGE DISTRICT FOR PROJECT FOR CONSTRUCTION IMPROVEMENTS OF LATERAL D NEAR 3370 SWINNEA ROAD**

Dan Cordell presented this item to the Board.

Mr. Cordell stated that this a request to allow the City to proceed with erosion repair near 3370 Swinnea Road and will give notice to the Horn Lake Creek Drainage District that the City agrees to the 50/50 split for the improvements. Mr. Cordell stated that the City's share will be approximately \$15,000.00. Alderman Flores made the motion to approve the request. Motion was seconded by Alderman Ferguson. Motion was put to vote and passed unanimously.

**SWINNEA ROAD PROJECT**

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

Mr. Manley stated that the City and County entered into an agreement dated September 2013, in which they agreed to jointly undertake road construction and improvements to Swinnea Road. At that time, the County assumed the lead role for the Project and parties now desire for the City to assume the role of lead agency. Both parties agree that this will allow for the most economical and expeditious method of completing the project. Mr. Manley stated that the City will still have the \$1.2 million dollar split with the County, but will oversee the project. In addition, the City will be responsible for the costs over \$1.2 million. Alderman Flores made the motion to enter into the amended agreement and allow the Mayor to sign. Motion was seconded by Alderman Gallagher. Motion was put to vote and passed unanimously.

Mr. Manley stated that approval is needed to hire Neel Schaffer as the engineer for the bidding phase in adding an alternate design. A motion was made by Alderman Flores to approve the contract with Neel Schaffer for the added alternate design fee and the bidding phase with a total amount of \$26,360.00 to be split with the County, pursuant to the MOU. Motion was seconded by Alderman Kelly. Motion was put to vote and passed unanimously.

A copy of the Agreement with Neel Schaffer is attached to the minutes.

Next, Mr. Manley stated that land for the Swinnea Road Project has been acquired and both the City and County were ready to proceed and acquire bids. A motion was made by Alderman Flores to authorize advertising for bids. Motion was seconded by Alderman Payne. Motion was put to vote and passed unanimously.

**CONTRACT WITH DESOTO ELECTRIC FOR SIGNAL MAINTENANCE**

Mr. Manley stated that this agreement is for signal maintenance on an as needed basis with the amount not to exceed \$24,960.00. A motion was made by Alderman Brooks to approve the contract. Motion was seconded by Alderman Payne. Motion was put to vote and passed unanimously.

A copy of the agreement is attached to these minutes.

**RESOLUTION FOR AWARD OF SNOWDEN AMPHITHEATER ENCLOSURE**

**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 Brooks made the motion 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:

<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 21<sup>st</sup> day of October, 2014.

**RESOLUTION FOR INTERGOVERNMENTAL TRANSFER OF CITY PROPERTY**

**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.

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

<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 21st day of October, 2013.

### **RESOLUTION FOR SURPLUS OF SOUTHAVEN POLICE**

#### **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.

Motion was made by Alderman Flores and seconded by Alderman Ferguson for the adoption of the above and foregoing Resolution, and the question being put to a roll call vote, 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 21<sup>st</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: **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 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 **21st day of October, 2014**.

**PLANNING AGENDA**

No Planning Agenda

**MAYOR’S REPORT**

Mayor Musselwhite stated that a formal overlay schedule has been given to Lehman Roberts and Stateline Road is at the top of that list. Total overlay will soon start on Stateline Road from Hwy 51 East to Northwest Drive.

Mayor Musselwhite stated that the Highway 51 and Stateline Road Beautification Project plans have been submitted to MDOT. The plan is to improve one of the islands and add a landscaping feature.

Mayor Musselwhite reported that a naming contest will be initiated for the Highway 51 and Stateline Road District and that Citizen involvement will be requested in the near future.

Next, Mayor Musselwhite reported that the City is selling the Performing Arts Center to Trinity Church.

Mayor Musselwhite stated that drainage issues that qualify for City assistance have been identified, prioritized and is in the process of being addressed.

**CITIZEN’S AGENDA**

Carla Paradine, Facility Manager, Ability Works, Inc.

Ms. Paradine stated that Ability Works, Inc. is part of the Mississippi Department of Rehabilitation Services and is a 501(c) non-profit corporation. Ms. Paradine stated that she is looking for opportunities to help train disabled individuals with job skills.

**PERSONNEL DOCKET**

**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 Superintendent	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>

<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

Alderman Brooks made the motion to approve the Personnel Docket of October 21, 2014 as presented to this Board. Motion was seconded by Alderman Ferguson. The motion was put to vote and passed unanimously.

**CITY ATTORNEY’S LEGAL UPDATE**

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

Nick Manley presented a contract with Comcast for internet to the Rutland Point Water Facility. After presenting the contract and review of the contract, a motion was made by Alderman Payne to allow Ray Humphrey to sign the Agreement. The motion was seconded by Alderman Gallagher. The vote of approval was unanimous.

A copy of the Business Service Order Agreement is attached to these minutes.

Nick Manley presented the matter of an assessment filed against Michael Scott of 8148 Barclay Cove. Based on review, there were notice issues to Mr. Scott as he was deployed in the National Guard during the notice period. Mr. Scott agreed to pay the costs of the City, but requested that the assessment be waived based on the notice. After discussion, a motion was made by Alderman Brooks to waive the assessment based on the circumstances as it relates to notice. The motion was seconded by Alderman Kelly. The vote of approval was unanimous.

**OLD BUSINESS**

No Old Business

**CLAIMS DOCKET**

A motion was made by Alderman Payne to approve the Claims Docket of October 21, 2014, for Fiscal Year 2014, including demand checks and payroll in the amount of \$809,155.32. Motion was seconded by Alderman Flores.

**Excluding voucher numbers:**

228797,228811,228828,228829,228831,228835,228863,228867,228828,228829,  
228831,228835,228847,228892,228929,228963,228968,228969,228892,228894,  
228896,229008,229024,229027,229070,229079,229088,229089,229128,229131,  
229135,229182,229245,229278,229283,229310,229311,229317,229350,229364,  
229367,229386,229392,229394,229412,229439,229442,229461,229467,229469,  
229470

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 21st day of October, 2014.

A motion was made by Alderman Payne to approve the Claims Docket of October 21, 2014, for Fiscal Year 2015, including demand checks and payroll in the amount of \$198,681.58. 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 21st day of October, 2014.

Alderman Ferguson recused himself and left the room.

A motion was made by Alderman Payne to approve the Special Claims Docket of October 21, 2014, for Fiscal Year 2014, in the amount of \$2,041.60. 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	RECUSED
Alderman Flores	YES

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried and approved for payment on the 21st day of October, 2014.

A motion was made by Alderman Payne to approve the Special Claims Docket of October 21, 2014, for Fiscal Year 2015, in the amount of \$31.80. 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	RECUSED
Alderman Flores	YES

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried and approved for payment on the 21st day of October, 2014.

Alderman Ferguson then returned to the room.

### **EXECUTIVE SESSION**

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

The Board then discussed the issue of entering the contract with Trinity Baptist Church into the minutes. At the previous meeting, the Board gave the authorization to the Mayor to enter into a contract with Trinity for the conveyance

of the Southaven Performing Arts Center. The Mayor entered into the contract and now is requesting to enter the contract into the minutes. A motion was made by Alderman Kelly to enter the contract with Trinity Church into the minutes. Motion was seconded by Alderman Beshears. Motion was put to vote and passed unanimously.

There being no further business to come before the Board of Aldermen, a motion was made by Alderman Gallagher to adjourn. Motion was seconded by Alderman Ferguson. Motion was put to a vote and passed unanimously, October 21, 2014 at 8:30 p.m.

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Darren Musselwhite,  
Mayor

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Sheila Heath, City Clerk

(Seal)

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DANNY L. WILLIAMS  
JERRY W. PITTS  
REBECCA A. BEARD  
KRISTOPHER A. WHITTEN

2042 MCINGVALE ROAD, SUITE A  
HERNANDO, MISSISSIPPI 38632  
662-429-4436  
662-429-4438 FAX

October 21, 2014

To the Board of Aldermen and Management  
City of Southaven, Mississippi  
8710 Northwest Drive  
Southaven, MS 38671

We are pleased to confirm our understanding of the services we are to provide City of Southaven, Mississippi for the year ended September 30, 2014. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of City of Southaven, Mississippi as of and for the year ended September 30, 2014. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Southaven, Mississippi's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Southaven, Mississippi's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary Comparison Schedule.

We have also been engaged to report on supplementary information other than RSI that accompanies City of Southaven, Mississippi's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole

- 1) Schedule of expenditures of federal awards.
- 2) The combining and individual nonmajor fund financial statements presented with CAFR.

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

- 1) Schedule of surety bonds for municipal officials.
- 2) Introductory and statistical section presented with CAFR.

## **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The OMB Circular A-133 report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such opinions. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

## **Management Responsibilities**

Management is responsible for the financial statements, schedule of expenditures of federal awards, and all accompanying information as well as all representations contained therein. Management is also responsible for identifying all federal awards received and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the requirements of OMB Circular A-133. As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards, and related notes. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for (a) establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (b) following laws and regulations; (c) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (d) ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan.

You are responsible for preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with OMB Circular A-133. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with OMB Circular A-133; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with OMB Circular A-133; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the

supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

### **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to

preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133.

### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Southaven, Mississippi's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of City of Southaven, Mississippi's major programs. The purpose of these procedures will be to express an opinion on City of Southaven, Mississippi's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits. We will provide copies of our reports to the City of Southaven, Mississippi; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Williams, Pitts, & Beard, PLLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Williams, Pitts & Beard, PLLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the

mentioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the oversight agency for audit. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit within two weeks of receiving your financial statement and supporting documentation for the fiscal year end and to issue our reports no later than ninety days after that date. Rebecca A. Beard is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$42,500. The financial statement assistance, however, will be billed at an hourly fee ranging from \$80 to \$140 per hour. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

*Government Auditing Standards* require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2012 peer review report accompanies this letter.

We appreciate the opportunity to be of service to City of Southaven, Mississippi and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Williams, Pitts, and Beard, PLLC

RESPONSE:

This letter correctly sets forth the understanding of City of Southaven, Mississippi.

Management signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Governance signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## SYSTEM REVIEW REPORT

To the Members of  
Williams, Pitts & Beard, PLLC  
and the  
Peer Review Committee of the Mississippi Society of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Williams, Pitts & Beard, PLLC (the Firm) in effect for the year ended December 31, 2011. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The Firm is responsible for designing a system of quality control and complying with it to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the Firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary).

As required by the standards, engagements selected for review included engagements performed under the *Government Auditing Standards*.

In our opinion, the system of quality control for the accounting and auditing practice of Williams, Pitts & Beard, PLLC in effect for the year ended December 31, 2011, has been suitably designed and complied with to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiencies or fail. Williams, Pitts & Beard, PLLC has received a peer review rating of pass.

BKD-LLP

May 18, 2012





DANNY L. WILLIAMS | 2042 MCINGVALE ROAD, SUITE A  
JERRY W. PITTS | HERNANDO, MISSISSIPPI 38632  
REBECCA A. BEARD | 662-429-4436  
KRISTOPHER A. WHITTEN | 662-429-4438 FAX

October 21, 2014

To the Management  
City of Southaven, Mississippi  
8710 Northwest Drive  
Southaven, MS 38671

This letter is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide the City of Southaven, Mississippi (“the City”) for the year ended September 30, 2014.

We will perform the following services:

1. Consultation regarding adjusting journal entries that may be required for the City’s financial statements and assistance in the preparation of those financial statements from the records of the City of Southaven as of and for the year ended September 30, 2014 in accordance with Generally Accepted Accounting Principles.

You are responsible for assuming all management responsibilities, and for overseeing any bookkeeping services, tax services, or other services we provide by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, or experience. In addition, you are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for the results of such services.

None of the services can be relied on to disclose errors, fraud, or illegal acts. However, we will inform you of any material errors and of any evidence or information that comes to our attention during the performance of our procedures that fraud may have occurred. In addition, we will inform you of any evidence or information that comes to our attention during the performance of our procedures regarding illegal acts that may have occurred, unless they are clearly inconsequential. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement.

Becky Beard is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

To ensure that Williams, Pitts & Beard, PLLC’s independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

We estimate that our fees for these services will range from \$80 to \$140 per hour for the consultation and financial statement services. Our hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to you. You will also be billed for out-of-pocket costs such as postage, travel, etc., which additional expenses are not expected to exceed \$175. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

*Williams, Pitts & Beard, PLLC*

Williams, Pitts, and Beard, PLLC  
Certified Public Accountants

RESPONSE:

This letter correctly sets forth the understanding of the City of Southaven, Mississippi.

Management Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CODE	ACCOUNT	CURRENT BUDGET	PROPOSED	FY 2015 YTD ACTUAL	AMOUNT OF AMENDMENT
0300 560 100	Misc Revenue	\$ -	\$ (449,150)	\$ (449,154)	\$ (449,150)
701 650 101	Principal Payment-Note	\$ 5,408,000	\$ 5,857,150	\$	\$ 449,150
				\$	-
0240 581 000	Sale of Surplus Property	\$ -	\$ (223,000)	\$ -	\$ (223,000)
611 623 800	Park Improvements	\$ 1,000,000	\$ 1,223,000	\$ 67,948	\$ 223,000
				\$	-

**Municipal Compliance Questionnaire**

As part of the municipality's audit, the governing authorities of the municipality must make certain assertions with regard to legal compliance. The municipal compliance questionnaire was developed for this purpose.

The following questionnaire and related certification must be completed at the end of the municipality's fiscal year and entered into the official minutes of the governing authorities at their next regular meeting.

The governing authorities should take care to answer these questions accurately. Incorrect answers could reduce the auditor's reliance on the questionnaire responses, resulting in the need to perform additional audit procedures at added cost.

**Information**

*Note: Due to the size of some municipalities, some of the questions may not be applicable. If so, mark N/A in answer blanks. Answers to other questions may require more than "yes" or "no," and, as a result, more information on this questionnaire may be required and/or separate work papers may be needed.*

- 1. Name and address of municipality:  
City of Southaven  
8710 Northwest Drive
  
- 2. List the date and population of the latest official U.S. Census or most recent official census:  
2010 - 50,000
  
- 3. Names, addresses and telephone numbers of officials (include elected officials, chief administrative officer, and attorney).  
see attached
  
- 4. Period of time covered by this questionnaire:  
From: 10/01/2013 To: 09/30/2014
  
- 5. Expiration date of current elected officials' term: 6/30/2017

**MUNICIPAL COMPLIANCE QUESTIONNAIRE**  
**Year Ended September 30, 20\_\_**

Answer All Questions: Y - YES, N - NO, N/A - NOT APPLICABLE

**PART I - General**

- |   |            |
|---|------------|
| 1. Have all ordinances been entered into the ordinance book and included in the minutes? (Section 21-13-13)   | Y<br>_____ |
| 2. Do all municipal vehicles have public license plates and proper markings? (Sections 25-1-87 and 27-19-27)  | Y<br>_____ |
| 3. Are municipal records open to the public? (Section 25-61-5)  | Y<br>_____ |
| 4. Are meetings of the board open to the public?<br>(Section 25-41-5)   | Y<br>_____ |
| 5. Are notices of special or recess meetings posted?<br>(Section 25-41-13)  | Y<br>_____ |
| 5. Are all required personnel covered by appropriate surety bonds?  | Y<br>_____ |
| · Board or council members (Sec. 21-17-5)   | Y<br>_____ |
| · Appointed officers and those handling money, see statutes governing the form of government (i.e., Section 21-3-5 for Code Charter)  | Y<br>_____ |
| · Municipal clerk (Section 21-15-38)  | Y<br>_____ |
| · Deputy clerk (Section 21-15-23)   | Y<br>_____ |
| · Chief of police (Section 21-21-1)   | Y<br>_____ |
| · Deputy police (Section 45-5-9) (if hired under this law)  | Y<br>_____ |
| 7. Are minutes of board meetings prepared to properly reflect the actions of the board? (Sections 21-15-17 and 21-15-19)  | Y<br>_____ |
| 8. Are minutes of board meetings signed by the mayor or majority of the board within 30 days of the meeting?<br>(Section 21-15-33)  | Y<br>_____ |
| 9. Has the municipality complied with the nepotism law in its employment practices? (Section 25-1-53)   | Y<br>_____ |
| 10. Did all officers, employees of the municipality, or their relatives avoid any personal interest in any contracts with the municipality during their term or within one year after their terms of office or employment? (Section 25-4-105) | Y<br>_____ |
| 11. Does the municipality contract with a Certified Public Accountant or an auditor approved by the State Auditor for its annual audit within twelve months of the end of each fiscal year? (Section 21-35-31)                                | Y<br>_____ |

12. Has the municipality published a synopsis or notice of the annual audit within 30 days of acceptance?  
(Section 21-35-31 or 21-17-19) Y

**PART II - Cash and Related Records**

1. Where required, is a claims docket maintained?  
(Section 21-39-7) Y

2. Are all claims paid in the order of their entry in the claims docket? (Section 21-39-9) Y

3. Does the claims docket identify the claimant, claim number, amount and fund from which each warrant will be issued?  
(Section 21-39-7) Y

4. Are all warrants approved by the board, signed by the mayor or majority of the board, attested to by the clerk, and bearing the municipal seal? (Section 21-39-13) Y

5. Are warrants for approved claims held until sufficient cash is available in the fund from which it is drawn?  
(Section 21-39-13) Y

6. Has the municipality adopted and entered on its minutes a budget in the format prescribed by the Office of the State Auditor? (Sections 21-35-5, 21-35-7 and 21-35-9) Y

7. Does the municipality operate on a cash basis budget, except for expenditures paid within 30 days of fiscal year end or for construction in progress? (Section 21-35-23) Y

8. Has the municipality held a public hearing and published its adopted budget? (Sections 21-35-5, 27-39-203, & 27-39-205) Y

9. Has the municipality complied with legal publication requirements when budgetary changes of 10% or more are made to a department's budget? (Section 21-35-25) Y

10. If revenues are less than estimated and a deficit is anticipated, did the board revise the budget by its regular July meeting? (Section 21-35-25) N/A

11. Have financial records been maintained in accordance with the chart of accounts prescribed by the State Auditor? (Section 21-35-11) Y
12. Does the municipal clerk submit to the board a monthly report of expenditures against each budget item for the preceding month and fiscal year to date and the unexpended balances of each budget item? (Section 21-35-13) Y
13. Does the board avoid approving claims and the city clerk not issue any warrants which would be in excess of budgeted amounts, except for court-ordered or emergency expenditures? (Section 21-35-17) Y
14. Has the municipality commissioned municipal depositories? (Sections 27-105-353 and 27-105-363) Y
15. Have investments of funds been restricted to those instruments authorized by law? (Section 21-33-323) Y
16. Are donations restricted to those specifically authorized by law? [Section 21-17-5 (Section 66, Miss. Constitution) -- Sections 21-19-45 through 21-19-59, etc.] Y
17. Are fixed assets properly tagged and accounted for? (Section II - Municipal Audit and Accounting Guide) Y
18. Is all travel authorized in advance and reimbursements made in accordance with Section 25-3-41? Y
19. Are all travel advances made in accordance with the State Auditor's regulations? (Section 25-3-41) Y

**PART III - Purchasing and Receiving**

1. Are bids solicited for purchases, when required by law (written bids and advertising)? [Section 31-7-13(b) and (c)] Y
2. Are all lowest and best bid decisions properly documented? [Section 31-7-13(d)] Y
3. Are all one-source item and emergency purchases documented on the board's minutes? [Section 31-7-13(m) and (k)] Y
4. Do all officers and employees understand and refrain from accepting gifts or kickbacks from suppliers? (Section 31-7-23) Y

**PART IV - Bonds and Other Debt**

- 1. Has the municipality complied with the percentage of taxable property limitation on bonds and other debt issued during the year? (Section 21-33-303) Y
- 2. Has the municipality levied and collected taxes, in a sufficient amount for the retirement of general obligation debt principal and interest? (Section 21-33-87) Y
- 3. Have the required trust funds been established for utility revenue bonds? (Section 21-27-65) Y
- 4. Have expenditures of bond proceeds been strictly limited to the purposes for which the bonds were issued? (Section 21-33-317) Y
- 5. Has the municipality refrained from borrowing, except where it had specific authority? (Section 21-17-5) Y

**PART V - Taxes and Other Receipts**

- 1. Has the municipality adopted the county ad valorem tax rolls? (Section 27-35-167) Y
- 2. Are interest and penalties being collected on delinquent ad valorem taxes? (Section 21-33-53) Y
- 3. Has the municipality conducted an annual land sale for delinquent ad valorem taxes? (Section 21-33-63) Y
- 4. Have the various ad valorem tax collections been deposited into the appropriate funds? (Separate Funds for Each Tax Levy) (Section 21-33-53) Y
- 5. Has the increase in ad valorem taxes, if any, been limited to amounts allowed by law? (Sections 27-39-320 and 27-39-321) Y
- 6. Are local privilege taxes collected from all businesses located within the municipality, except those exempted? (Section 27-17-5) Y
- 7. Are transient vendor taxes collected from all transient vendors within the municipality, except those exempted? (Section 75-85-1) Y
- 8. Is money received from the state's "Municipal Fire Protection Fund" spent only to improve municipal fire departments? (Section 83-1-37) Y

9. Has the municipality levied or appropriated not less than 1/4 mill for fire protection and certified to the county it provides its own fire protection or allowed the county to levy such tax? (Sections 83-1-37 and 83-1-39) Y
10. Are state-imposed court assessments collected and settled monthly? (Section 99-19-73, 83-39-31, etc.) Y
11. Are all fines and forfeitures collected when due and settled immediately to the municipal treasury? (Section 21-15-21) Y
12. Are bids solicited by advertisement or, under special circumstances, three appraisals obtained when real property is sold? (Section 21-17-1) Y
13. Has the municipality determined the full and complete cost for solid waste for the previous fiscal year? (Section 17-17-347) Y
14. Has the municipality published an itemized report of all revenues, costs and expenses incurred by the municipality during the immediately preceding fiscal year in operating the garbage or rubbish collection or disposal system? (Section 17-17-348) Y
15. Has the municipality conducted an annual inventory of its assets in accordance with guidelines established by the Office of the State Auditor? (MMAAG) Y



(MUNICIPAL NAME)

**Certification to Municipal Compliance Questionnaire**

**Year Ended September 30, 2014**

We have reviewed all questions and responses as contained in this Municipal Compliance Questionnaire for the Municipality of Southaven, MS, and, to the best of our knowledge and belief, all responses are accurate.

\_\_\_\_\_  
(City Clerk's Signature)

\_\_\_\_\_  
(Mayor's Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

Minute Book References:

Book Number \_\_\_\_\_

Page \_\_\_\_\_

*(Clerk is to enter minute book references when questionnaire is accepted by board.)*

The Mayor and Board of Aldermen (the "Governing Body") of the City of Southaven, Mississippi (the "City") took up for consideration the matter of establishing appropriate policies and procedures regarding continuing disclosure obligations and thereupon Alderman \_\_\_\_\_ offered and moved for the adoption of the following resolution:

**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI (THE "CITY") AUTHORIZING THE EMPLOYMENT OF PROFESSIONALS IN CONNECTION WITH THE CITY'S ANNUAL CONTINUING DISCLOSURE FILING REQUIREMENT PURSUANT TO RULE 15C2-12, AS AMENDED FROM TIME TO TIME; AUTHORIZING AND APPROVING THE FORM OF A MUNICIPALITIES CONTINUING DISCLOSURE COOPERATION INITIATIVE QUESTIONNAIRE (THE "QUESTIONNAIRE") AND THE FILING OF THE QUESTIONNAIRE WITH THE SECURITIES AND EXCHANGE COMMISSION; AUTHORIZING AND APPROVING THE FORM OF AND ADOPTION OF POLICIES AND PROCEDURES FOR CONTINUING DISCLOSURE/SEC RULE 15C2-12 COMPLIANCE; AND FOR RELATED PURPOSES.**

**WHEREAS**, pursuant to Securities and Exchange Commission Rule 15c2-12, as amended from time to time (the "Rule"), the City is required to provide on an annual basis certain financial information and operating data to the Municipal Securities Rulemaking Board (the "MSRB") through the MSRB's Electronic Municipal Market Access system at [www.emma.msrb.org](http://www.emma.msrb.org) ("EMMA"), in the electronic format then prescribed by the Securities and Exchange Commission (the "SEC") (the "Required Electronic Format") pursuant to the Rule (the "Annual Filing");

**WHEREAS**, the Governing Body finds it is in the best interest of the City to authorize the law firm of Butler Snow LLP, Ridgeland, Mississippi to serve as dissemination agent and to prepare and distribute all necessary documents in connection with the City's Annual Filing and to approve the form of the engagement letter in connection with the City's Annual Filing;

**WHEREAS**, the Municipalities Continuing Disclosure Cooperation Initiative (the "Initiative") was created by the SEC to encourage self-reporting by issuers of possible violations related to potential misrepresentations in offering documents concerning an issuer's prior compliance with continuing disclosure obligations through the filing of a Municipalities Cooperation Initiative Questionnaire for Self-Reporting Entities (the "Questionnaire");

**WHEREAS**, the Governing Body finds it is in the best interest of the City to participate in the Initiative and to approve the form/forms of the Questionnaire and to authorize the law firm of Butler Snow LLP, Ridgeland, Mississippi as special counsel to the City to submit the Questionnaire to the SEC and to approve the form of the engagement letter in connection with submission of the Questionnaire to the Initiative; and

**WHEREAS**, the Governing Body finds it is in the best interest of the City to monitor post issuance compliance in connection with the City's outstanding bond obligations and pursuant to the City's continuing disclosure agreements/certificates executed in connection with the City's outstanding bond obligations and to approve the form of and execution of the Policies and Procedures For Continuing Disclosure/SEC Rule 15c2-12 Compliance (the "Policy"), to be dated as of the date of this resolution.

**NOW, THEREFORE, BE IT RESOLVED** by the Governing Body of the City of Southaven, Mississippi, acting for and on behalf of the City, as follows:

**SECTION 1.** That the Governing Body of the City hereby employs the law firm of Butler Snow LLP to serve as dissemination agent and to compile the necessary information, with the assistance of the City, in connection with the City's Annual Filing, and the Mayor, the Chief Administrative Officer and/or the City Clerk of the City are hereby authorized and directed to execute and deliver the engagement letter, attached hereto as **EXHIBIT A**.

**SECTION 2.** The Governing Body of the City hereby approves the participation in the Initiative and the form of the Questionnaire and the Mayor, the Chief Administrative Officer and/or the City Clerk of the City are hereby authorized and directed to execute said Questionnaire on behalf of the City, which said Questionnaire shall be in substantially the form attached hereto as **EXHIBIT B**, with such completions, changes, insertions and modifications as shall be approved by the officers executing and delivering the same.

**SECTION 3.** The Governing Body of the City hereby employs the law firm of Butler Snow LLP to serve as special counsel to the City in connection with the participation in the Initiative, and the Mayor, the Chief Administrative Officer and/or the City Clerk of the City are hereby authorized and directed to executed and deliver the engagement letter, attached hereto as **EXHIBIT C**. The Governing Body of the City hereby authorizes the Chief Administrative Officer and the City Attorney to assist Butler Snow LLP in connection with the participation in the Initiative.

**SECTION 4.** Butler Snow, LLP, Ridgeland, Mississippi and/or the Chief Administrative Officer of the City are hereby authorized and approved to submit the Questionnaire and/or Questionnaires for and on behalf of the City on or before December 1, 2014 to the SEC.

**SECTION 5.** The form of the Policy is hereby approved, and the Mayor and the City Clerk of the City are hereby authorized and directed to execute said Policy on behalf of the City. All provisions of the Policy, when executed as authorized herein, shall be incorporated herein, and shall be deemed to be a part of this Resolution fully and to the same extent as if separately set out verbatim herein, which said Policy shall be in substantially the form attached hereto as **EXHIBIT D**, with such completions, changes, insertions and modifications as shall be approved by the officers executing and delivering the same.

**SECTION 6.** The Mayor, Chief Administrative Officer and/or City Clerk or any other authorized officer of the Governing Body, be, and they are hereby authorized and directed for and on behalf of the City, to take any and all such actions as may be required by the City to carry out and to give effect to the aforesaid documents authorized pursuant to this resolution and to execute all papers, documents, certificates and other instruments that may be required for the carrying out of the authority conferred by this resolution in order to evidence said authority.

**SECTION 7.** All orders, resolutions or proceedings of the Governing Body in conflict with any provision hereof shall be, and the same are hereby repealed, rescinded and set aside, but only to the extent of such conflict. For cause, this resolution shall become effective upon the adoption hereof.

Following further discussion of the foregoing Resolution, Alderman \_\_\_\_\_ seconded the motion for its adoption and the question being put 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 Gallager	Voted: _____
Alderman Scott Ferguson	Voted: _____
Alderman Raymond Flores	Voted: _____

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted, on this the 4th day of November, 2014.

---

**MAYOR**

**ATTEST:**

---

**CITY CLERK**

**(SEAL)**

**EXHIBIT A**

**DISSIMINATION AGENT ENGAGEMENT LETTER**

# BUTLER | SNOW

October 29, 2014

**VIA E-MAIL AT SHEATH@SOUTHAVEN.ORG**

City of Southaven, Mississippi  
Attn: Chris Wilson, Chief Administrative Officer ([cwilson@southaven.org](mailto:cwilson@southaven.org))  
103 College Street  
Southaven, MS 38606

Re: City of Southaven, Mississippi 2015 Continuing Disclosure Submission

Dear Mr. Wilson:

We served as Bond Counsel in connection with various bond issues of the City. In the past, the City retained our firm to prepare and submit the City's Continuing Disclosure Information Statement in connection with the Bonds. It is once again time to prepare the current year's annual disclosure.

As you may recall, pursuant to each Continuing Disclosure Agreement executed in connection with the issuance of the Bonds, the City is required to provide on an annual basis certain financial information and operating data to the (i) (a) Municipal Securities Rulemaking Board (the "MSRB") through MSRB's Electronic Municipal Market Access system at [www.emma.msrb.org](http://www.emma.msrb.org) ("EMMA"), in the electronic format then prescribed by the Securities and Exchange Commission (the "SEC") (the "Required Electronic Format") pursuant to Rule 15c2-12, as amended from time to time (the "Rule") of the SEC, together with any identifying information or other information then required to accompany the applicable filing (the "Accompanying Information"), and (b) in the future, any successor repository or repositories prescribed by the SEC for the purpose of serving as repository under the Rule (together (a) and (b) are the "National Repository"); and (ii) any public or private repository or entity designated by the State as a State repository for the purposes of the Rule (the "State Repository" and together with the National Repository, the "Repository"), together with any identifying information or other information then required to accompany the applicable filing (the "Accompanying Information"). This continuing disclosure requirement is set forth in the Rule and requires such updated data be filed with EMMA no later than 180 days after the end of each fiscal year. **This year's filing is due on or before March 31, 2015.** Failure to file timely and to comply with the Rule could result in an Enforcement Action by the SEC where the SEC may attempt to require performance and may allege penalties are owed. Additionally, the City's failure to disclose timely may adversely impact bondholders of the Bonds and could adversely affect the sale of future bonds issued by the City.

Post Office Box 6010  
Ridgeland, MS 39158-6010

T 601.948.5711  
F 601.985.4500  
[www.butlersnow.com](http://www.butlersnow.com)

Suite 1400  
1020 Highland Colony Parkway  
Ridgeland, MS 39157

If you would like for our firm to again prepare the Continuing Disclosure Information Statement, we will charge legal fees in an amount not to exceed \$1,500.00 (which includes expenses) to compile the necessary information, with the assistance of the City, and submit the same EMMA.

If you would like for us to handle this matter for you, please have this proposal approved and return a signed copy of this letter to us at your earliest convenience. Alternatively, if you do not wish for us to handle this matter for you, please sign the portion of this letter indicating same, and return it to us. If you have any questions or wish to discuss this matter further, please do not hesitate to contact me.

Very truly yours,

BUTLER SNOW LLP



Elizabeth Lambert Clark

APPROVED BY:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

We do not wish to retain Butler Snow LLP to prepare the Continuing Disclosure Information Statement for the City of Southaven.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

cc: Nick Manley, Esquire ([nick.manley@butlersnow.com](mailto:nick.manley@butlersnow.com))

ButlerSnow 23209251v1

**EXHIBIT B**  
**FORM OF QUESTIONNAIRE**



**U.S. SECURITIES AND EXCHANGE COMMISSION  
DIVISION OF ENFORCEMENT**

**MUNICIPALITIES CONTINUING DISCLOSURE COOPERATION INITIATIVE  
QUESTIONNAIRE FOR SELF-REPORTING ENTITIES**

NOTE: The information being requested in this Questionnaire is subject to the Commission's routine uses. A list of those uses is contained in SEC Form 1662, which also contains other important information.

1. Please provide the official name of the entity that is self-reporting ("Self-Reporting Entity") pursuant to the MCDC Initiative along with contact information for the Self-Reporting Entity:

Individual Contact Name:  
Individual Contact Title:  
Individual Contact telephone:  
Individual Contact Fax number:  
Individual Contact email address:

Full Legal Name of Self-Reporting Entity:  
Mailing Address (number and street):  
Mailing Address (city):  
Mailing Address (state): Select a state...  
Mailing Address (zip):

2. Please identify the municipal bond offering(s) (including name of Issuer and/or Obligor, date of offering and CUSIP number) with Official Statements that may contain a materially inaccurate certification on compliance regarding prior continuing disclosure obligations (for each additional offering, attach an additional sheet or separate schedule):

State: Select a state...  
Full Name of Issuing Entity:  
Full Legal Name of Obligor (if any):  
Full Name of Security Issue:  
Initial Principal Amount of Bond Issuance:  
Date of Offering:  
Date of final Official Statement (format MMDDYYYY):  
Nine Character CUSIP number of last maturity:

3. Please describe the role of the Self-Reporting Entity in connection with the municipal bond offerings identified in Item 2 above (select Issuer, Obligor or Underwriter):

- Issuer
- Obligor
- Underwriter

4. Please identify the lead underwriter, municipal advisor, bond counsel, underwriter's counsel and disclosure counsel, if any, and the primary contact person at each entity, for each offering identified in Item 2 above (attach additional sheets if necessary):

Senior Managing Underwriting Firm:

Primary Individual Contact at Underwriter:

Financial Advisor:

Primary Individual Contact at Financial Advisor:

Bond Counsel Firm:

Primary Individual Contact at Bond Counsel:

Law Firm Serving as Underwriter's Counsel:

Primary Individual Contact at Underwriter's Counsel:

Law Firm Serving as Disclosure Counsel:

Primary Individual Contact at Disclosure Counsel:

5. Please include any facts that the Self-Reporting Entity would like to provide to assist the staff of the Division of Enforcement in understanding the circumstances that may have led to the potentially inaccurate statements (attach additional sheets if necessary):

On behalf of [Name of Self-Reporting Entity]

I hereby certify that the Self-Reporting Entity intends to consent to the applicable settlement terms under the MCDC Initiative.

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

Name of Duly Authorized Signer:

Title:

**EXHIBIT C**

**SPECIAL COUNSEL ENGAGEMENT LETTER**

# BUTLER | SNOW

October 29, 2014

**VIA E-MAIL AT SHEATH@SOUTHAVEN.ORG**

City of Southaven, Mississippi  
Attn: Chris Wilson, Chief Administrative Officer ([cwilson@southaven.org](mailto:cwilson@southaven.org))  
103 College Street  
Southaven, MS 38606

Re: City of Southaven, Mississippi 2015 Continuing Disclosure Submission

Dear Mr. Wilson:

This letter is to confirm our engagement as special counsel to the City of Southaven, Mississippi (the “City”) in connection with advising the City with regard to possible participation in the Municipalities Continuing Disclosure Cooperation Initiative (the “Initiative”) of the Securities and Exchange Commission (the “SEC”). This letter sets forth the role we propose to serve and the responsibilities we propose to assume as special counsel to the City in connection with this engagement. Our engagement hereunder is as special counsel to the City and we are not representing any officer or any individual member of the governing body of the City in connection with these matters.

## **Scope of Services**

We understand our employment will include conferences with the City with regard to its past compliance with its continuing disclosure undertakings in connection with prior City financings, reviewing statements made by the City regarding its compliance in Official Statements delivered to investors since 2009, and advising the City about whether to participate in the Initiative. Our services do not include financial advice to the City. Our services as special counsel to the City are limited to those contracted for explicitly herein and the execution of this letter by the City constitutes an acknowledgment of those limitations.

## **Attorney-Client Relationship**

In performing our services as special counsel, the City will be our client. We will represent the interests of the City, respectively, rather than the City Council, the Council’s individual members, or the City’s employees.

## **Conflicts of Interest**

Before accepting any new business, the Mississippi Rules of Professional Conduct (the “Rules”) require us to evaluate whether there exist any ethical constraints to representing the City. We have completed a conflicts check within our firm and have found no current conflict between the City and our existing clients.

<i>Post Office Box 6010 Ridgeland, MS 39158-6010</i>	<i>T 601.948.5711 F 601.985.4500 <a href="http://www.butlersnow.com">www.butlersnow.com</a></i>	<i>Suite 1400 1020 Highland Colony Parkway Ridgeland, MS 39157</i>
--	---	--

As we discussed, we have served as bond counsel to the City in connection with bond issuances which we understand have been self-reported by certain underwriters under the Initiative and are included under Exhibit B attached hereto. We have participated in the preparation of official statements and continuing disclosure undertakings subject to our bond counsel representation. We have also assisted the City with certain annual continuing disclosure undertakings related to City bond issuances.

The Initiative may create a tension between the City and its officials, employees and representative advisors. Initiative participation does not protect individuals associated with bond issues from further enforcement action. If the SEC pursues action against City officials as a result of information gleaned from the Initiative questionnaire, representatives of the City may be required to cooperate with the SEC in the ensuing investigation. The information in the MCDC questionnaire may also lead to investigations of and enforcement actions against City advisors such as underwriters, financial advisors or bond lawyers.

At this time, to the best of our knowledge, the SEC has made no allegations against City representatives or advisors as described in the immediately preceding paragraph. It is possible, though, that the interests of the City and Butler Snow may diverge in connection with Butler Snow representation hereunder in the event that the SEC pursues action against other transaction participants (including Butler Snow) as a result of the Initiative. The City and Butler Snow hereby agree that should there ever be any litigation, arbitration or other adversary proceeding, claim or dispute that may result in a conflict of interest between Butler Snow and the City, Butler Snow may be required to either request additional waivers from the City and/or terminate our engagement as special counsel hereunder.

### **Document Retention**

Butler Snow maintains its client files electronically. We do not keep separate paper files. We will scan documents you or others send to us related to your matter to our electronic file for that matter and will retain only the electronic version while your matter is pending. Unless you instruct us otherwise, once such documents have been scanned to our electronic file, we will destroy all paper documents provided to us. If you send us original documents that need to be maintained as originals while the matter is pending, we ordinarily will scan those to our client file and return the originals to you for safekeeping. Alternatively, you may request that we maintain such originals while the matter is pending. If we agree to do that, we will make appropriate arrangements to maintain those original documents.

Unless you instruct us otherwise, once our work on this matter is completed, we will designate your file as a closed file on our system and will apply our document retention policy then in effect to the materials in your closed file. At that time, we ordinarily will return to you any original documents we have maintained in accordance with the preceding paragraph while the matter was pending. Otherwise, we will retain the closed file materials for our benefit and subject to our own policies and procedures concerning file retention and destruction. Accordingly, if you desire copies of any documents (including correspondence, e-mails, pleadings, contracts, agreements, etc.) related to this matter or generated while it was pending, you should request such copies at the time our work on this matter is completed. A more

complete notice of Butler Snow's Record Retention and Destruction Policy for Client Files, which also will be applicable to this Engagement, is attached as Exhibit A and incorporated herein by reference.

**Termination of Engagement**

Upon completion of our services as outlined in this letter, our responsibilities as special counsel will terminate and our representation of the City and the attorney-client relationship created by this engagement letter will be concluded. Should the City seek other, additional legal services, we would be happy to discuss the nature and extent of our separate engagement at that time.

We are pleased to have the City as our client, and look forward to a mutually satisfactory and beneficial relationship. If the foregoing terms are acceptable to you, please so indicate by returning a copy of this letter signed by the appropriate individual so authorized for the City and keeping a copy for your files. Thank you.

BUTLER SNOW LLP



Accepted and Approved:

CITY OF SOUTHAVEN, MISSISSIPPI

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Enclosures

cc: Nicholas H. Manley, Esq., City of Southaven, Mississippi City Attorney  
(via email: [nick.manley@butlersnow.com](mailto:nick.manley@butlersnow.com))

**Exhibit A**  
**NOTICE TO CLIENTS OF BUTLER SNOW'S**  
**RECORD RETENTION & DESTRUCTION POLICY FOR CLIENT FILES**

Butler Snow maintains its client files electronically. Ordinarily, we do not keep separate paper files. We will scan documents you or others send to us related to your matter to our electronic file for that matter and will ordinarily retain only the electronic version while your matter is pending. **Unless you instruct us otherwise, once such documents have been scanned to our electronic file, we will destroy all paper documents provided to us.** If you send us original documents that need to be maintained as originals while the matter is pending, we ordinarily will scan those to our client file and return the originals to you for safekeeping. Alternatively, you may request that we maintain such originals while the matter is pending. If we agree to do that, we will make appropriate arrangements to maintain those original documents while the matter is pending.

At all times, records and documents in our possession relating to your representation are subject to Butler Snow's Record Retention and Destruction Policy for Client Files. Compliance with this policy is necessary to fulfill the firm's legal and ethical duties and obligations, and to ensure that information and data relating to you and the legal services we provide are maintained in strict confidence at all times during and after the engagement. All client matter files are subject to these policies and procedures.

At your request, at any time during the representation, you may access or receive copies of any records or documents in our possession relating to the legal services being provided to you, excluding certain firm business or accounting records. We reserve the right to retain originals or copies of any such records or documents as needed during the course of the representation.

Unless you instruct us otherwise, once our work on this matter is completed, we will designate your file as a closed file on our system and will apply our document retention policy then in effect to the materials in your closed files. At that time, we ordinarily will return to you any original documents we have maintained in accordance with the preceding paragraph while the matter was pending. Otherwise, we will retain the closed file materials for our benefit and subject to our own policies and procedures concerning file retention and destruction. Accordingly, if you desire copies of any documents (including correspondence, e-mails, pleadings, contracts, agreements, etc.) related to this matter or generated while it was pending, you should request such copies at the time our work on this matter is completed.

You will be notified and given the opportunity to identify and request copies of such items you would like to have sent to you or someone else designated by you. You will have 30 days from the date our notification is sent to you to advise us of any items you would like to receive. You will be billed for the expense of assimilating, copying and transmitting such records. We reserve the right to retain copies of any such items as we deem appropriate or necessary for our use. Any non-public information, records or documents retained by Butler Snow and its employees will be kept confidential in accordance with applicable rules of professional responsibility.

Any file records and documents or other items not requested within 30 days will become subject to the terms of Butler Snow's Record Retention and Destruction Policy for Client Files and will

be subject to final disposition by Butler Snow at its sole discretion. Pursuant to the terms of Butler Snow's Record Retention and Destruction Policy for Client Files, all unnecessary or extraneous items, records or documents may be removed from the file and destroyed. The remainder of the file will be prepared for closing and placed in storage or archived. It will be retained for the period of time established by the policy for files related to this practice area, after which it will be completely destroyed. This includes all records and documents, regardless of format.

While we will use our best efforts to maintain confidentiality and security over all file records and documents placed in storage or archived, to the extent allowed by applicable law, Butler Snow specifically disclaims any responsibility for claimed damages or liability arising from damage or destruction to such records and documents, whether caused by accident; natural disasters such as flood, fire, or wind damage; terrorist attacks; equipment failures; breaches of Butler Snow's network security; or the negligence of third-party providers engaged by our firm to store and retrieve records.

## Exhibit B

### Bond Issues Reported to SEC

\$3,595,000 General Obligation Refunding Bonds, Series 2010 dated 4/15/10 (Crews & Associates)
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\$3,505,000 General Obligation Refunding Bonds, Series 2011 dated 2/17/11 (Crews & Associates)
--

\$3,225,000 General Obligation Refunding Bonds, Series 2010 dated 11/30/10 (Stephens, Inc.)
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\$2,735,000 General Obligation Water and Sewer Refunding Bonds, Series 2012 dated 10/31/12 (Stephens, Inc.)
---

\$3,015,000 General Obligation Refunding Bonds, Series 2012 dated 10/31/12 (Stephens, Inc.)
---

**EXHIBIT D**

**POLICY**

ButlerSnow 23209205v3

**CITY OF SOUTHAVEN, MISSISSIPPI  
POLICIES AND PROCEDURES  
FOR CONTINUING DISCLOSURE/SEC RULE 15c2-12 COMPLIANCE**

**I. Statement of Purpose**

This Policies and Procedures for Continuing Disclosure/SEC Rule 15c2-12 Compliance (this "**Policy**") designates specific policies of the City of Southaven, Mississippi (the "**Issuer**") to monitor and ensure post issuance compliance under and pursuant to its continuing disclosure agreements/certificates (the "**CDA**") in connection with certain bond obligations (the "**Obligations**") issued by the Issuer with applicable provisions of the Securities and Exchange Commission's ("**SEC**") Rule 15c2-12 (the "**Rule**").

This Policy describes various procedures and systems designed to identify on a timely basis facts relevant to demonstrating compliance with the requirements that must be satisfied subsequent to the issuance of Obligations in order that the Obligations be, or continue to be, in compliance with the CDA and the Rule. The Issuer recognizes that compliance with the Rule is an on-going process, necessary, during the entire term of the Obligations, and is an integral component of the Issuer's overall debt management policies. Accordingly, the analysis of those facts and implementation of this Policy will require on-going monitoring and may require consultation with bond counsel or other professionals beyond the scope of their initial engagement with respect to the issuance of particular Obligations.

**II. Responsible Parties**

- A. The Mayor shall identify an appropriate officer (currently the Chief Administrative Officer) to be responsible for monitoring the Issuer's post-issuance compliance issues (the "**Staff Designee**"). The Chief Administrative Officer shall be responsible for ensuring an adequate succession plan for transferring post-issuance compliance responsibility when changes in officers and staff occur.
- B. The Staff Designee will coordinate procedures for record retention and review of such records.
- C. The Staff Designee will review post-issuance compliance procedures and systems on a periodic basis, but not less than annually, will keep a log to document such reviews, and will consult as necessary with the Issuer's financial advisor and bond counsel.
- D. The Staff Designee shall maintain originals and copies of all documents and other records relating to the Obligations.
- E. The Staff Designee will review each issue of Obligations for compliance with this Policy on a periodic basis, but not less than annually, and will keep a log to document such reviews.

**III. General Recordkeeping**

The Staff Designee will maintain and store a copy of the following documents on file at all times for the life of the Obligations plus three (3) years:

- Financing transcript (may be in CD form);
- Copy of the CDA for each Obligation;
- Copy of the Official Statement for each Obligation;
- Copy of any rating reports or analysis;
- Copy of any defeasance, refunding or redemption notices;
- Copy of any Material Event Notice (as defined below);
- Copy of any Notice of Failure to File Annual Report (as defined below);
- Copy of any Annual Filing (as defined below);
- Copy of Financial Statements of the Issuer; and
- Copy of Current Budget information of the Issuer.

#### **IV. Annual Filing**

The following relate to compliance with the Rule regarding Annual Filings of Obligations.

The Staff Designee will:

- A. Appoint or engage bond counsel or a dissemination agent (the “**Agent**”) to assist in carrying out its obligations under this Policy, each CDA and the Rule. If the Issuer does not engage an Agent to file its Annual Filing, the Staff Designee shall be responsible for submitting the information required in this Policy directly to the MSRB (as defined below) through EMMA (as defined below) pursuant to each CDA.
- B. Confirm that the Agent has filed with the Municipal Securities Rulemaking Board (the “**MSRB**”) through the EMMA Dataport (“**EMMA**”) at <http://www.emma.msrb.org>; information which is consistent with the requirements under its CDA (the “**Annual Filing**”) no later than the date required for the reporting of each Annual Filing as determined by each CDA (the “**Report Date**”). The Annual Filing may be submitted as a single document or as separate documents comprising a package, and may be submitted separately from the balance of the Annual Filing.
- C. If the Issuer is unable to provide the Annual Filing or portions of the Annual Filing by the Report Date, confirm that the Agent has filed on the Report Date a notice to the MSRB (the “**Notice of Failure to File**”) in substantially the form attached hereto as **Exhibit A**.
- D. Confirm that the Agent has filed audited financial statements by the Report Date. If audited financial statements are unavailable by the Report Date, confirm that the Agent has filed a Notice of Failure to File on the Report Date.
- E. Confirm that the Agent has filed the budget for the next fiscal year by the Report Date.
- F. Confirm that the Annual Report contains the appropriate information as required by its CDA. Examples of the following information typically required in an Annual Report are as follows:

1. Audited Financial Statements;
  2. Budget for next fiscal year;
  3. Accounting principles pursuant to which the Audited Financial Statements were prepared; and
  4. Operating and financial information contained in the official statement in connection with the Obligation.
- G. Confirm that no listed event as required by the Issuer's CDA has occurred. If the Issuer determines that a listed event has occurred, confirm that the Agent causes a notice of such occurrence (the "**Material Event Notice**") to be filed with the MSRB on or before the time period prescribed by the Rule, through EMMA, together with a cover sheet in substantially the form attached hereto as **Exhibit B**.

V. **Material Event Notice**

The following policies relate to compliance with regulations regarding the filing of a Material Event Notice.

The Staff Designee will:

- A. Notify Bond Counsel and/or the Agent of any Listed Event (defined below) within ten (10) days after the occurrence of the event.
- B. Confirm that the Material Event Notice of such Listed Event was provided to the MSRB, through EMMA, within ten (10) days after the occurrence of an event.

***Listed Events include:***

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves, if any, reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Obligations, or other material events affecting the tax status of the Obligations;
- (7) Modifications to rights of Bondholders, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;

(10) Release, substitution, or sale of property, if any, securing repayment of the Obligations, if material;

(11) Rating changes;

(12) Bankruptcy, insolvency, receivership, or similar event of the City;

(13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and/or

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

## **VI. Rating Changes**

The following policies relate to compliance with regulations regarding any rating changes. Rating changes may include, without limitation, any change in rating on the Obligations

The Staff Designee will:

- A. Notify Bond Counsel and/or the Agent of any rating change within ten (10) days after the occurrence of the event.
- B. Confirm that the rating change was provided to the MSRB, through EMMA, within ten (10) days after the rating change in the form of the Material Event Notice.

## **VII. Defeasance of Obligations**

The following policies relate to compliance with regulations regarding any defeasance of any Obligations.

The Staff Designee will:

- A. Confirm Bond Counsel and/or the Agent has filed notice of the defeasance in the form of a Material Event Notice and that the Material Event Notice provides explicit disclosure as to whether the Obligations have been escrowed to maturity or escrowed to call, as well as appropriate disclosure of the timing of maturity or call.

## **VIII. Training**

The following policies relate to compliance with regulations regarding training of staff in connection with the Policy.

The Staff Designee will consult with Bond Counsel and/or the Agent on appropriate training of responsible employees and staff in connection with this Policy.

Adopted on November 4, 2014.

**EXHIBIT A**

**NOTICE OF FAILURE TO FILE ANNUAL REPORT**

Name of Issuer: City of Southaven, Mississippi

Date of Issuance: \_\_\_\_\_, 2014

CUSIP Numbers: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

NOTICE IS HEREBY GIVEN that the City has not provided an Annual Report as required by its continuing disclosure undertakings. The City anticipates that the Annual Report will be filed by

\_\_\_\_\_.

Dated: \_\_\_\_\_

**CITY OF SOUTHAVEN, MISSISSIPPI**

By: \_\_\_\_\_  
Authorized Officer

**EXHIBIT B**

**MATERIAL EVENT NOTICE COVER SHEET**

Name of Issuer: City of Southaven, Mississippi

Date of Issuance: \_\_\_\_\_, 2014

CUSIP Numbers: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

Description of the attached Material Event Notice (Check One):

- 1. \_\_\_\_\_ Principal and interest payment delinquencies
- 2. \_\_\_\_\_ Non-Payment related defaults, if material
- 3. \_\_\_\_\_ Unscheduled draws on debt service reserves, if any, reflecting financial difficulties
- 4. \_\_\_\_\_ Unscheduled draws on credit enhancements reflecting financial difficulties
- 5. \_\_\_\_\_ Substitution of credit or liquidity providers, or their failure to perform
- 6. \_\_\_\_\_ Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (ITS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the bonds, or other material events affecting the tax status of the Bonds
- 7. \_\_\_\_\_ Modifications to rights of Bondholders, if material
- 8. \_\_\_\_\_ Bond calls, if material, and tender offers
- 9. \_\_\_\_\_ Defeasances
- 10. \_\_\_\_\_ Release, substitution, or sale of property, if any, securing repayment of the securities
- 11. \_\_\_\_\_ Rating changes
- 12. \_\_\_\_\_ Bankruptcy, insolvency, receivership or other similar event of the State
- 13. \_\_\_\_\_ The consummation of a merger, consolidation or acquisition involving the State or the sale of all or substantially all of the assets of the State, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material
- 14. \_\_\_\_\_ Appointment of a successor or additional trustee or the change of name of a trustee, if material
- 15. \_\_\_\_\_ Failure to provide annual financial information as required by the Rule
- 16. \_\_\_\_\_ Other material event notice (specify) \_\_\_\_\_

I hereby represent that I am authorized by the City/Other Obligated Person or its agent to distribute this information publicly:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Employer: \_\_\_\_\_

Address: \_\_\_\_\_

Issuer, State, Zip Code: \_\_\_\_\_

Voice Telephone Number: \_\_\_\_\_

**Southaven Fire Department**  
*Division of Fire & Emergency Medical Services*

Ronald L. White  
Fire Chief

8710 Northwest Drive, 2nd Floor  
Southaven, MS 38671  
Office: (662) 393-7466 Fax: (662) 280-6521

Roger L. Thornton  
Deputy Fire Chief

November 4, 2014

Mayor Musselwhite and Board of Alderman  
City of Southaven

Dear Mayor and Board,

The current maintenance agreement for inspection and maintenance services for the training burn props at the fire department training center is about to expire. The department would like to recommend the current contracts with the existing vendor be renewed for a one year period. Kiddie Fire Trainers is proposing the cost to be \$15,109.00. This agreement is a budgeted item in the fire department operating budget.

For the purpose of renewal of this agreement in the future as well as for the purchase of parts to maintain the system, we are asking the Mayor and Board to accept Kiddie Fire Trainers as the sole source provider for this service and any replacement parts.

Copies of the Proprietary Justification Letter and the Maintenance Agreement Proposal have been enclosed with this letter. The enclosed contract has been reviewed and approved by the City Attorney Mr. Nick Manley.

Respectfully,



Ronald L. White  
Fire Chief

CC: Chris Wilson, CAO  
Shelia Heath City Clerk  
Nick Manley, City Attorney  
File

Enclosure

Kidde Fire Trainers, LLC.  
17 Philips Parkway  
Montvale, NJ 07645-1810 USA  
Tel +1 201.300.8100  
Fax +1 201.300.8101  
www.kiddeftr.com



14 October 2014

sbenson@southaven.org

Refer: P14001-VA-14-352

Southaven Fire Department  
8710 Northwest Drive  
2nd Floor  
Southaven, MS 38671

Attention: Stephen Benson, Training Officer

Subject: Southaven Fire Department, Direct Procurement Justification

Dear Mr. Benson:

Kidde Fire Trainers is pleased to provide information for your consideration with respect to a direct procurement from Kidde Fire Trainers of maintenance support for the FireTrainer® T500 live fire training system at the Southaven Fire Department facility.

As the designer, manufacturer and installer of the FireTrainer® T500, Kidde Fire Trainers maintains the resources, materials and equipment necessary to fully support the trainer. Kidde Fire Trainers is the only company within the corporation qualified to offer a comprehensive maintenance support for your trainer. There are no outside organizations that have been authorized to conduct maintenance or repairs on our trainers.

As the original developer of computer-controlled propane fueled fire fighter trainers, Kidde Fire Trainers has a vast intellectual property portfolio that includes numerous patents, evidencing our strong technical capability. Kidde Fire Trainers developed proprietary software used with the trainer and will install any updates developed for similar trainers at no additional cost. Kidde Fire Trainers does not release its source code to anyone for any purpose.

Kidde Fire Trainers maintains an inventory of the most frequently replaced components, affording us the ability to respond quickly to system malfunctions. Our Customer Service Department maintains a staff of skilled technician's factory trained in 3 required disciplines, HVAC, mechanical and electrical. They are capable of providing knowledgeable, comprehensive and timely support.

Kidde Fire Trainers delivers its trainer with an Operation and Maintenance Manual that provides the user with limited rights in the data. Release of our documentation outside of a user organization requires prior Kidde Fire Trainers written approval except in cases of emergency.

Should you have any questions, or if I may be of further assistance, please do not hesitate to call me at (201) 300-8100, Extension 302.

Yours sincerely,

A handwritten signature in black ink that reads "James Gould".

James Gould  
Customer Service Manager

This document and subsequent pages include information that is proprietary to Kidde Fire Trainers, LLC and shall not be disclosed outside of the addressee's organization and shall not be duplicated, used or disclosed in whole or in part for any reason other than to evaluate our offering.

Kidde Fire Trainers, LLC.  
17 Philips Parkway  
Montvale, NJ 07645-1810 USA  
Tel +1 201.300.8100  
Fax +1 201.300.8101  
www.kiddefit.com



13 October 2014

Via Facsimile: sbenson@southaven.org

Refer to: P14001-VA-14-348

Stephen Benson  
Training Officer  
Southaven Fire Department  
8710 Northwest Drive  
2nd Floor  
Southaven, MS 38671

Dear Mr. Benson:

Subject: 1) Southaven Fire Department, Maintenance Contract Proposal

Enclosure: 1) Southaven Fire Department, Maintenance Contract Proposal  
2) Kidde Fire Trainers Service Terms and Conditions

Kidde Fire Trainers is pleased to provide our price quote for maintenance support services for the Fire Trainer®T500 Live Fire Training System at your facility.

As the designer, manufacturer and installer of the Fire Trainer®T500 Live Fire Training System, Kidde Fire Trainers maintains the resources, materials and equipment necessary to fully service the trainer.

Should you have any questions, or if I may be of further assistance, please do not hesitate to call me at (201) 300-8100, Extension 242.

Yours sincerely,

A handwritten signature in black ink that reads "Valerie L. Arsen".

Valerie L. Arsen  
Customer Service Administrator

This document and subsequent pages include information that is proprietary to Kidde Fire Trainers, LLC and shall not be disclosed outside of the addressee's organization and shall not be duplicated, used or disclosed in whole or in part for any reason other than to evaluate our offering.

**Enclosure 1**

**Document No: P14001-VA-14-348**

**PROPOSAL**

**for**

**MAINTENANCE SUPPORT SERVICES**

**for the**

**FireTrainer®T500 Live Fire Training Systems**

**located at the**

**Southaven Fire Department  
8325 Tulane Road  
Southaven, MS 38671**

**Prepared For:**

**Southaven Fire Department  
8710 Northwest Drive  
2nd Floor  
Southaven, MS 38671**

**Prepared By:**

**Kidde Fire Trainers  
17 Philips Parkway  
Montvale, NJ 07645-1810**

**13 October 2014**

## **1.0 SCOPE**

This document provides a description of the maintenance support services provided by Kidde Fire Trainers, for the Fire Trainer®T500 Live Fire Training System owned and operated by the Southaven Fire Department.

## **2.0 APPLICABLE DOCUMENTS**

Kidde Fire Trainers supplied Operation and Maintenance Manual for the Fire Training Equipment.

## **3.0 MAINTENANCE PHILOSOPHY**

Kidde Fire Trainers Technical Support Programs are designed to assist the Owner in the upkeep of the Fire Training Equipment by providing regularly scheduled support and unscheduled (corrective) support. Of critical importance to the success of any trainer support program is the participation of the Owner's training and support personnel in keeping detailed records, regularly performing system checks, providing interim maintenance and following troubleshooting procedures outlined in the Operation and Maintenance Manual.

## **4.0 SUMMARY OF PROVIDED SERVICES**

### **4.1 Planned (Preventive) Support**

At a predetermined interval, Kidde Fire Trainers will schedule a site visit by a factory certified trained technician to evaluate the Fire Training Equipment and implement all scheduled adjustments and preventive maintenance parts replacements to ensure that the system is at a fully operational state. This service will include the following:

- Check the operating performance of all fireplaces and make adjustments as required.
- Clean and/or replace all filter elements.
- Inspect all fans and blowers and lubricate all bearings.
- Inspect all pilot spark igniters and replace as required.
- Inspect all pilot spark flame rods and replace as required.
- Inspect the fuel control station and make adjustments as required.
- Clean the fuel control station inlet strainer
- Inspect and calibrate all gas detection assemblies.
- Inspect and adjust all smoke generators
- Inspect the Programmable Logic Controller battery and replace as required.
- Check and Confirm latest PLC Ladder Logic is installed (updates performed as required)
- Clean all equipment cabinets

Kidde Fire Trainers will provide Two (2) scheduled support visits per year at 6-month intervals. The approximate length of each visit will be 2 days.

## **4.2 Unplanned (Corrective) Technical Support**

Upon receipt of a request from the Owner, Kidde Fire Trainers will schedule a site visit by a trained technician to evaluate and repair the Fire Training Equipment. The complexity of the required repair will determine the length of the visit. Kidde Fire Trainers will furnish all parts, material, and labor required.

## **5.0 EXTENT OF COVERAGE**

### **5.1 Items to be Maintained**

Kidde Fire Trainers responsibility for Technical Support includes the Fire Training Equipment hardware and software provided by Kidde Fire Trainers as described in the Operation and Maintenance Manual.

### **5.2 Exclusions**

Kidde Fire Trainers will not be responsible for the following:

- System hardware that has been abused or damaged.
- Loss of the Owner's ability to train because of conditions beyond Kidde Fire Trainers control.

### **5.3 Terms and Conditions**

All sales are subject to Kidde Fire Trainers, Inc. terms and conditions attached hereto and no other terms and conditions, oral or written, shall be of any force or effect. Any additional, different, or conflicting terms or conditions contained in buyer's purchase order or in any other correspondence, previous or subsequent shall be deemed refused and objected to by Kidde Fire Trainers, Inc. and shall not be binding in any way on Kidde Fire Trainers, Inc., unless buyer and Kidde Fire Trainers Inc. specifically agree in writing on terms and conditions additional to or different from those contained hereto.

## **6.0 OWNER RESPONSIBILITIES**

Consistently safe and reliable operation of the Fire Training Equipment depends on professional operation and quality scheduled support by skilled operating and maintenance personnel. Kidde Fire Trainers, therefore, requires the cooperation of the Owner in the following areas:

### **6.1 Routine Record Keeping**

The Owner shall maintain daily log of Fire Training Equipment performance during training.

## **6.2 Interim Maintenance**

The Owner shall perform all interim maintenance tasks as described in the Operation and Maintenance Manual and maintain a log of all tasks performed. Owner will be responsible for keeping the equipment and associated equipment rooms neat and clean. If Kidde Fire Trainers is required to perform scheduled support, such as cleaning spilled smoke fluid from internal components due to improper handling, Kidde Fire Trainers will bill the service at the rate outlined under unplanned corrective maintenance to perform the clean up.

## **6.3 Approved Materials**

All parts required during interim maintenance of the Fire Training Equipment shall be selected in accordance with the approved parts list provided in the Operation and Maintenance manual.

## **7.0 PERIOD OF PERFORMANCE**

Kidde Fire Trainers will initiate Technical Support at the Owner's facility following the receipt and subsequent acceptance of a formal contract or purchase order. Coverage provided in accordance with the plan and period stipulated in the contract or purchase order.

All equipment to be included under this agreement shall be listed on this agreement, and is subject to inspection by Kidde Fire Trainers, prior to the commencement date.

All equipment two (2) years or older will be subject to a pre-contract inspection charge. The inspection charge is waived if the equipment meets Kidde Fire Trainers standards. The customer shall pay all charges incurred in restoring the equipment to good operating condition at the standard Kidde Fire Trainers Time and Material Pricing Structure listed below.

## **8.0 TECHNICAL SUPPORT PROGRAM PRICING STRUCTURE**

### **8.1 Option 1**

Kidde Fire Trainers proposal for our Technical Support Program for a one-year period starting 1 January 2015 will consist of the following:

- Two (2) on-site schedule support visits.
- On-call corrective support, as required.
- Required replacement parts.

**Kidde Fire Trainers firm fixed price for this program is \$15,109.00 (Fifteen Thousand One Hundred Nine Dollars). Our price will remain valid for a period of 60 days. Invoices submitted semi-annually. Payment terms are Net 30 days.**

**9.0 OPTIONAL RENEWALS**

**9.1 Optional Renewals Technical Support Program**

Year	Period	Amount
Two	1/1/16 – 12/31/16	\$15,562.00
Three	1/1/17 – 12/31/17	\$16,029.00

**Accepted by:**

\_\_\_\_\_ **Customer Signature**

\_\_\_\_\_ **Print Name & Title**

**PO #:** \_\_\_\_\_

**Date:** \_\_\_\_\_

<b>Billing Address:</b>	<b>Shipping Address:</b>
<b>Contact:</b>	
<b>Phone:</b>	<b>Fax:</b>

**10.0 TIME AND MATERIAL PRICING STRUCTURE**

**Unplanned (Corrective) Support (without coverage)**

Cost are billed at the following rates:

Labor	\$190.00 per hour
Travel time	\$140.00 per hour
Parts and materials	List minus 10%
Airfare	Actual cost

## KIDDE FIRE TRAINERS - SERVICE TERMS AND CONDITIONS

**ARTICLE 1: WORK** Kidde Fire Trainers shall provide the equipment, data, services and/or training listed in accordance with Kidde Fire Trainers' formal quotation, statement of work and specifications.

**ARTICLE 2: FACILITIES FURNISHED BY BUYER** Without cost to Kidde Fire Trainers, Buyer shall furnish the necessary site, easements, facility, utilities, access and other to allow for the proper maintenance services to be provided, and water, air, light, and power at the locations of the work sufficient for Kidde Fire Trainers to fulfill its responsibility requirements, identified in the aforesaid Statement of Work (Attachment 1). Buyer shall also identify and provide such permits, priorities or other order of public authorities as may be necessary for Kidde Fire Trainers to perform the maintenance work described in of the aforesaid Statement of Work (Attachment 1) on a non-interference basis. Buyer agrees to provide a safe and secure workplace for Kidde Fire Trainers' personnel including but not limited to:

- (a) Buyer will provide us with an overview of the site hazards prior to work beginning;
- (b) Buyer will provide utility and other system connections in a condition that is safe and properly locked/tagged out in accordance with appropriate OSHA regulations in order to ensure the safety of Kidde Fire Trainers personnel;
- (c) Buyer will provide appropriate work area controls so as to prevent unauthorized access to the area where work being performed by Kidde Fire Trainers personnel is occurring; and
- (d) Buyer will remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations.

**ARTICLE 3: BUYER'S REPRESENTATIVE** Buyer shall provide a representative authorized to act for Buyer under this contract. The representative shall be available during normal working hours as often as may be necessary to implement Buyer's responsibilities under this contract.

All formal correspondence under this contract shall be addressed to and forwarded from the parties' representatives as identified and to the addresses specified below:

**BUYER:**

Buyer To Provide Name and Address In Writing

**SELLER:**

Contracts Program Manager  
Kidde Fire Trainers, LLC.  
17-Philips Parkway  
Montvale, NJ 07645-1810 USA

**ARTICLE 4: TIME OF COMPLETION** Kidde Fire Trainers will deliver the equipment, data and/or services to the Buyer's designated site in accordance with schedule set forth in its quotation.

**ARTICLE 5: DELAYS AND EXTENSION OF TIME**

Notwithstanding any contract provisions to the contrary, Contractor's acceptance is conditioned on being allowed additional time for the performance of the Work due to delays beyond its reasonable control including, but not limited to, the Force Majeure events set forth in Article 13, and/or the act, omission, neglect, fault or default of others not under the control of Kidde Fire Trainers. The additional time allowed shall be, at a minimum, a period equivalent to the delay.

**ARTICLE 6: CONTRACT PRICE AND PAYMENTS** The price to be paid by Buyer to Kidde Fire Trainers for the performance of the work specified in Article 1 hereof shall be as set forth in Kidde Fire Trainers' quotation, which price includes all taxes or contributions at the present rate imposed by the Federal or State governments on Kidde Fire Trainers' payrolls and compensation to its employees. The contract price is based on one mobilization to unload the material and another when Kidde Fire Trainers begins installation. Buyer shall be responsible for the cost of any additional mobilizations to the extent they are caused by the delay of Buyer or its subcontractors. The cost of additional mobilizations shall be set forth in Kidde Fire Trainers' quotation.

Unless otherwise specified, the prices shown do not include any other taxes. Unless prohibited by statute, Buyer agrees to pay to Kidde Fire Trainers the amount of any Federal, State, City or other tax that Kidde Fire Trainers may be required to pay on account of the ownership at the place of delivery, or the manufacture, transportation, sale or use of the product which is the subject of this order.

Payments shall be made to Kidde Fire Trainers as set forth in Kidde Fire Trainers quotation. Payment with respect to goods ordered is due 30 days following invoice by the Kidde Fire Trainers. Buyer shall reimburse Kidde Fire Trainers for its reasonable costs and expenses, including without limitation attorney's fees, incurred in connection with the institution of legal proceedings to collect any past due indebtedness hereunder.

**ARTICLE 7: ENTIRE CONTRACT**

- (a) These terms and conditions along with Kidde Fire Trainers quotation shall constitute the entire agreement between the parties with respect to the subject matter hereof.
- (b) This contract shall supersede all prior oral and written agreements, communications and documents between the parties with respect to the subject matter hereof.
- (c) No agreement or understanding in any way modifying these terms and conditions will be binding upon Kidde Fire Trainers unless made in writing and signed by an authorized employee of Buyer and Kidde Fire Trainers.
- (d) The invalidity, in whole or in part, of any of the foregoing articles or paragraphs of these Terms shall not affect the remainder of such articles or paragraphs or any other article or paragraph of these Terms, which shall continue in full force and effect.

**ARTICLE 8: INCREASE IN COST** If the contract delivery schedule is greater than twelve (12) months, the Contract Price may be adjusted annually on the anniversary of the execution date to reflect increases in material and labor costs. If the "Producer Commodity Prices for Metals and Metal Products Index" increases by 30% or more, the Kidde Fire Trainers reserves the right to increase the contract price by 10%.

**ARTICLE 9: INSPECTION AND ACCEPTANCE**

- a) **INSPECTION** - During the progress of the work and up to the date of equipment acceptance, Kidde Fire Trainers shall at all times afford the Buyer every reasonable, safe and proper opportunity for inspecting all work done.
- b) **ACCEPTANCE** - Within five (5) days of completion of the maintenance services, Kidde Fire Trainers shall notify Buyer in writing of the date completion. The Certificate of Acceptance, included as Attachment 1, shall be signed by Buyer at successful completion of each maintenance service.

## KIDDE FIRE TRAINERS- SERVICE TERMS AND CONDITIONS

### **ARTICLE 10: WARRANTY**

- (a) Kidde Fire Trainers warrants to Buyer that any part will be free from defects in materials or workmanship for a period of three (3) months (but not longer than its useful life) from the date of part shipment.
- (b) Warranty adjustment
1. If any defect appears within the warranty period, Buyer shall immediately provide Kidde Fire Trainers written notice.
  2. Buyer's sole and exclusive remedy shall be for Kidde Fire Trainers to repair or furnish a replacement part for any part, which, upon test and examination by Kidde Fire Trainers, proves defective within the above warranty.
- (c) Exclusions from Warranty
1. TO THE EXTENT PERMITTED BY LAW, THE FOREGOING WARRANTIES ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY KIDDE FIRE TRAINERS IN CONNECTION WITH THE SERVICES PERFORMED AND PRODUCTS PROVIDED HEREUNDER, AND ARE IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WHICH ARE HEREBY DISCLAIMED AND EXCLUDED BY KIDDE FIRE TRAINERS, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.
  2. To the extent permitted by law, Kidde Fire Trainers will not be liable for any special or consequential damages or for loss, damages or expense directly or indirectly arising from the use and maintenance of the Equipment or any inability to use such equipment either separately or in combination with any other equipment or material or from any other cause, nor shall Kidde Fire Trainers be liable for personal injury, death, or property damage arising from or connected with the use or maintenance of the Equipment made the basis of this agreement.
  3. The warranty does not extend or apply to any part of which the part or equipment has been subjected to misuse, neglect, accident, or improper use in violation of any Kidde Fire Trainers' operator's manual.
  4. The warranty does not extend or apply to any part of which the part or equipment has been repaired, altered, or disconnected by any party other than Kidde Fire Trainers unless under the direction of Kidde Fire Trainers.

**ARTICLE 11: INSURANCE** Kidde Fire Trainers shall carry Contractor's Comprehensive Bodily Injury and Property Damage Liability Insurance and shall comply with Worker's Compensation Laws relating to the compensation of its injured workmen and will provide Buyer with a Certificate of Insurance upon request. Buyer shall be responsible for and, at Buyer's option and expense shall insure against theft, vandalism or all other damage to, destruction of and loss of use of Buyer's existing property and all deliverable Article 1 equipment as well as Kidde Fire Trainers property located on the Buyer's property or in the Buyer's facility, due to fire or other perils, prior to, during or after acceptance, however caused.

**ARTICLE 12: LIMITATION OF LIABILITY** To the extent permitted by law, the aggregate liability of Kidde Fire Trainers hereunder whether in contract, tort (including negligence) or otherwise, will be limited to one times the contract value, provided however the foregoing limitation does not limit the liability of Kidde Fire Trainers for any injury to, or death of a person, caused by the gross negligence of Kidde Fire Trainers.

Under no circumstances shall either party be liable for special, indirect, or consequential damages of any kind including, but not limited to, loss of profits, loss of good will, loss of business opportunity, additional financing costs or loss of use of any equipment or property, whether in contract, tort (including negligence), warranty or otherwise. Kidde Fire Trainers will not be liable for any breach of this Contract unless written notice of the claim is given to Contractor within one (1) year of the date of the occurrence of the breach.

**ARTICLE 13: FORCE MAJEURE** Under no circumstances shall either party be liable for any loss, damage or delay due to any cause beyond either party's reasonable control, including but not limited to acts of government, acts of terrorism, strikes, lockouts, other labor disputes, fire, explosion, theft, weather damage, flood, earthquake, riot, civil commotion, war, mischief or act of God. In the event of a force majeure claim by either party, Kidde Fire Trainers does not waive Buyer's duty to comply with the terms of **Article 6** or any other payment schedule agreed upon by the parties.

**ARTICLE 14: PROPRIETARY INFORMATION** "Proprietary Information" shall mean all information, data, manuals, drawings, designs, or software disclosed by, authorized to be disclosed by, or otherwise obtained from Kidde Fire Trainers, LLC, its affiliates or subsidiaries, in connection with this contract (including the Statement of Work)

Unless the Buyer has received Kidde Fire Trainer's express written consent to the contrary, Buyer shall: (a) use the Proprietary Information solely for the purposes of this contract, and not for any other purpose (including, without limitation, designing, manufacturing, or selling similar equipment), (b) safeguard the Proprietary Information to prevent its disclosure to or use by third parties, (c) not disclose the Proprietary Information to any third party; and (d) not reverse engineer, disassemble, or decompile the Proprietary Information. Except that with respect to (c), Buyer may disclose Proprietary Information to a third party contracted by Buyer to perform emergency repair work for the Buyer, where the item or process concerned is not otherwise reasonably within Buyer's capabilities to enable timely performance of the work, provided that the disclosure of information shall be made solely for the purpose of repair work for Buyer and shall be provided together with the legend below.

The attached legend (Attachment A) shall be completed and included on any reproduction which includes any Proprietary Information.

**ARTICLE 15: SETTLEMENT OF DISPUTES OR DISAGREEMENTS** In the event of any dispute or disagreement arising under this contract, it is mutually agreed, that upon written notice of either to the other party, both Buyer and Kidde Fire Trainers will attempt settle such dispute or disagreement.

If both parties agree that a dispute or disagreement is of such nature that it cannot be settled as provided for above, then by mutual agreement of the parties such dispute or disagreement may be submitted to arbitration in accordance with the Rules of the American Arbitration Association in which event, the decision of the arbitrators shall be final and binding upon both parties.

**ARTICLE 16: GOVERNING LAWS** The laws of the state of Mississippi, USA excluding its conflict of laws provisions, shall govern the terms of this Agreement and all rights and obligations hereunder. No conflict of laws provisions will be applicable. Provided that the dispute is not submitted to arbitration pursuant to Article 15, any disputes arising from this agreement shall be venued in the Courts of Mississippi.

## KIDDE FIRE TRAINERS- SERVICE TERMS AND CONDITIONS

**ARTICLE 17: ASSIGNMENT** Notwithstanding anything in this agreement, Kidde Fire Trainers reserves their right to assign the duties under this agreement to an affiliate or subsidiary.

**ARTICLE 18: EXPORT CONTROL** Buyer agrees to conduct its operations under this Contract and perform all its responsibilities in full compliance with export and other foreign trade controls under any applicable United States (U.S.) laws restricting sales or transfers to other countries or parties of commodities, software, technology, or technical data. Any other provision of this Contract to the contrary notwithstanding, Buyer agrees that no commodities, software, technology, or technical data of U.S. origin or with U.S. origin content will be sold, exported, re-exported or transmitted except in full compliance with all applicable laws, including all relevant U.S. government requirements. In addition, Buyer shall comply with all applicable laws, including U.S. government requirements, governing the transfer of information and items to U.S. embargoed and sanctioned countries and denied and restricted parties. Any violation of this section, as determined solely by Kidde Fire Trainers, shall be deemed a material breach of this Contract.

**ARTICLE 19: COMPLIANCE WITH LAWS** Buyer represents, warrants, certifies and covenants (collectively "Covenants") that it will comply with all laws applicable to the goods, services and/or the activities contemplated or provided under these Terms, including, but not limited to, any national, international, federal, state, provincial or local law, treaty, convention, protocol, common law, regulation, directive or ordinance and all lawful orders, including judicial orders, rules and regulations issued thereunder.

**ARTICLE 20: FEDERAL ACQUISITION REGULATIONS** The components, equipment and services proposed by Seller are commercial items as defined by the Federal Acquisition Regulations ("FAR") and the prices in any resulting contract and in any change proposal are based on Seller's standard commercial accounting policies and practices which do not consider any special requirements of U.S. Government cost principles and do not meet the requirements of Part 31 of the FAR or any similar procurement regulations. Seller agrees only to perform a contract for the sale of a commercial item on a fixed-price basis. In addition, Seller will not agree to submit or certify to any cost or pricing data nor will Seller agree to any requirements to establish price reasonableness under FAR Part 15 or such similar regulations. In stating its position, Seller refers to FAR Part 12 - "Acquisition of Commercial Items." All Sales under \$3,000 are made pursuant to FAR Part 13, Simplified Acquisitions.

Information to prevent its disclosure to or use by third parties, (c) not disclose the Proprietary Information to any third party; and (d) not reverse engineer, disassemble, or decompile the Proprietary Information.

All Proprietary Information delivered hereunder shall remain the property of Kidde Fire Trainers, LLC

### Attachment A: Limited Rights Legend

Contract No.

Buyer:

Contractor: Kidde Fire Trainers, LLC

Acceptance of the attached or enclosed Proprietary Information shall indicate your agreement to the following:

Unless the recipient of this Proprietary Information has received Kidde Fire Trainer's express written consent to the contrary, the recipient shall: (a) use the Proprietary Information solely for the purposes of the above identified contract, and not for any other purpose (including, without limitation, designing, manufacturing, or selling similar equipment), (b) safeguard the Proprietary

# Southaven Police Department



W. TOM LONG  
*Chief of Police*

STEVE PIRTLE  
*Deputy Chief of Police*

---

MISSISSIPPI

WCC Action: \_\_\_\_\_ Date: \_\_\_\_\_

Wireless Communications Request  
 % Ms. Lana Nicks,  
 MS Wireless Communication Commission  
 412 East Woodrow Wilson Ave, Mail Stop 6601  
 Jackson, Mississippi 39216  
 Phone: 601-359-5126; Fax: 601-359-5362  
[lnicks@wcc.ms.gov](mailto:lnicks@wcc.ms.gov)



**Mississippi Wireless Communication Commission**

## Local Procurement Request

**Project Title: Southaven Police Dept. Portable Subscriber Purchase**

**Contact Information**

<b>Local Governing Authority:</b> City of Southaven  <b>Address:</b> 8791 Northwest Dr.  <b>Department:</b> Police Department	<b>Contact Person:</b> Chief Steve Pirtle <b>Phone:</b> (901) 393-1465 <b>Fax:</b> (901) 393-1466 <b>Email Address:</b> spirtle@southaven.org
---	--

**Project Summary**

**Project Type:** New System\_\_\_ Upgrade/Enhancement to Existing System X System Expansion \_\_\_ Maintenance \_\_\_

**Narrative Description of Current System and Proposed Project including a time line for implementation** (Attach additional sheets if needed.)  
 City of Southaven currently operates on the Desoto County 911 800 mhz. analog radio system. The 911 board is in transition to upgrade the current system to a phase II P25 digital system in 2015. This purchase for subscribers will accommodate the current Desoto system, the future Desoto system, and the MSWINS system.

**Discuss Funding** (Total project budget; source of funds, i.e., Homeland Security, local revenue, grants, other state or federal funding)  
 Funding board approved for the Police Department 2015 fiscal year budget.

**Acquisition Details** (Attach additional sheets as needed)

Items Requested:				
Item	Quantity	Description	Manufacturer	Purchase Cost
Motorola APX6000	23	Portable Radio	Motorola	\$74,951.25
				\$
				\$
				\$
				\$
<b>TOTAL</b>				<b>\$74,951.25</b>

**Acquisition Method:** Competitive bid by requesting entity: \_\_\_\_\_ 2-Way Radio EPL: \_\_\_\_\_ Quotes: \_\_\_\_\_

**Existing Contract by requesting entity:** \_\_\_\_\_ MSWIN Motorola 3429: X Other: \_\_\_\_\_

**If "other," specify method:**

**Critical Factor(s):** What is driving this acquisition at this time?

Entering in to 2015 budget year as of Oct.1, 2014

\_\_\_\_\_  
 Name (Presiding Officer) / Title

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

**Please Attach:**

- Official Board Order or Certified Copy of Minutes authorizing this project
- For radio acquisitions, answers to *General Analysis Questions: Local Government Radio Acquisitions*
- All Vendor price quotes

## **Mississippi Statewide Wireless Integrated Network (MSWINS) Analysis Questions: Local Government Radio Acquisitions**

*(Note: Requestor should coordinate with ITS, the WCC, and/or the incumbent vendor, as required, to thoroughly and accurately answer each of the questions listed)*

1. What is needed/being requested? Portable Radio
2. What is the impact of the local project on the state MSWINS project?  
Subscribers will interoperate with the MSWINS System
3. What is the potential impact of the state MSWINS project on the local project(s)?  
Subscribers were configured based on the Motorola MSWINS packages.
4. How can shared facilities (equipment and infrastructure) be leveraged to benefit one or both projects?  
Subscribers were configured to work on the Motorola MSWINS packages and the Desoto System
5. How does the proposed technology mesh with the state's technical implementation?  
Through the MOU between Desoto County and the WCC
6. Describe where the differing technologies fit on the technology roadmap. Is there a defined migration path from the older to the more recent technology solution?  
Transition from 800mhz. analog to 800mhz. p25 phase II
7. Are the equipment purchase prices consistent with or better than the state contract prices and discounts? Yes
8. What level of interoperability with the state and other local systems will this implementation achieve?

Subscribers will be interoperable at all levels;  
Consoles, existing subscribers, and through the microwave



# MOTOROLA SOLUTIONS

**Quote Number:** QU0000295850

**Effective:** 31 October 2014

**Effective To:** 31 December 2014

**Bill-To:**

City of Southaven  
8710 Northwest Dr.  
Southaven , MS 38671

**Ultimate Destination:**

Southaven Police Department  
8791 Northwest Dr.  
Southaven , MS 38671

**Name:** Chief Steve Pirtle

**Email:** [spirtle@southaven.org](mailto:spirtle@southaven.org)

**Phone:** (662)393-1465

**Contract Number:** MISSISSIPPI MSWIN CONTRACT 3429

**Freight terms:** FOB Destination

**Sales Contact:** Rodney Willhite

**Email:** [Rodney.willhite@iciwireless.com](mailto:Rodney.willhite@iciwireless.com)

**Phone:** 9013664412

**Payment Terms:** Net 30

**MSWINS + ADD'L DISCOUNT**

<u>Quantity</u>	<u>Model Number</u>	<u>Description</u>	<u>List Price</u>	<u>Discounted Price</u>	<u>Extended Price</u>
23	H98UCF9PW6AN	APX6000 700/800 MODEL 2.5 PORTABLE	\$5,289.00	\$3,271.00	\$75,233.00
23	QA01648AA	ADD: ADVANCED SYSTEM HARDWARE KEY			
23	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION			
23	H38BT	ADD: SMARTZONE OPERATION			
23	Q361AR	ADD: P25 9600 BAUD TRUNKING			
23	QA00580AC	ADD: TDMA OPERATION			
23	G996AU	ADD: PROGRAMMING OVER P25 (OTAP)			
23	H43BE	ENH: RADIO TRACE/ REMOTE MONITOR			
23	Q947BC	ADD: RADIO PACKET DATA			
23	Q884BC	ENH: 1 YR SFS LITE			
23	NNTN7038A	IMPRES IP67 LIION 2900MAH			
23	PMMN4069	REMOTE SPEAKER MIC NOISE CANCELING			
23	QA00583AC	ADD: ENABLE BLUETOOTH SOFTWARE	\$150.00	\$127.50	\$2,932.50
23	QA00782AC	ENH: ENABLE GPS BASIC FUNCTIONALITY	\$100.00	\$85.00	\$1,955.00
23	WPLN7080	IMPRES SINGLE UNIT CHARGER	\$125.00	\$106.25	\$2,443.75
23	NNTN7038A	IMPRES IP67 LIION 2900MAH (EXTRA)	\$140.00	\$119.00	\$2,737.00
23	<b>*W635AH</b>	APX ADDITIONAL DESOTO DISCOUNT	<b>(\$450.00)</b>	<b>(\$10,350.00)</b>	<b>(\$10,350.00)</b>

DISCOUNT APPLIED TO PER UNIT PRICE

**QUOTE TOTAL \$74,951.25**

**\*APX ADDITIONAL DESOTO DISCOUNT IN ADDITION TO MSWINS CONTRACT**

**PROGRAMMING AND INSTALLATION NOT INCLUDED**

**MSWIN CONTRACT 3429**

THIS QUOTE IS BASED ON THE FOLLOWING:

- 1 This quotation is provided to you for information purposes only and is not intended to be an offer or a binding proposal.
- If you wish to purchase the quoted products, Motorola Solutions, Inc. ("Motorola") will be pleased to provide you with our standard terms and conditions of sale (which will include the capitalized provisions below), or alternatively, receive your purchase order which will be acknowledged.
- Thank you for your consideration of Motorola products.
- 2 Quotes are exclusive of all installation and programming charges (unless expressly stated) and all applicable taxes.
- 3 Purchaser will be responsible for shipping costs, which will be added to the invoice.
- 4 Prices quoted are valid for thirty(30) days from the date of this quote.

5 Unless otherwise stated, payment will be due within thirty days after invoice. Invoicing will occur concurrently with shipping.

MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE ORDERED PRODUCTS, EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

MOTOROLA'S TOTAL LIABILITY ARISING FROM THE ORDERED PRODUCTS WILL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. IN NO EVENT WILL MOTOROLA BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

**City of Southaven Parks and Recreation**  
**BEVERAGE AGREEMENT**

This Beverage Agreement (the "Agreement") is made this January 1, 2015 by and between **Pepsi Beverages Company** ("Pepsi") with offices located at **671 South Rowlett, Collierville TN 38017** and **City of Southaven Parks and Recreation**, with facility located at **3335 Pine Tar Alley, Southaven MS 38672** (the "Customer").

WHEREAS, Customer and Pepsi each desire that Pepsi, through its Brands (as hereinafter defined), serve as the sole, exclusive and official Beverage (as hereinafter defined) supplier, distributor and advertiser of Customer at each and every location owned and operated, controlled or utilized by the Customer including, but not limited to, each and every location (excluded Snowden Grove Amphitheater), Beverage fountain and vending location, special events area, concession vending area and any and all other areas and locations that become operational during the term of this Agreement (the "Facilities").

NOW THEREFORE, in consideration of the mutual covenants Pepsi and Customer hereby agree as follows:

1. Beverages shall be defined as any and all non-alcoholic drinks except hot brewed coffee, hot brewed tea and milk.
2. Brands shall mean any and all Beverages sold and distributed by Pepsi and any and all Beverages Pepsi may sell or distribute in the future including, but not limited to, carbonated soft drinks, non-carbonated soft drinks, juices, juice containing beverages, teas, energy drinks, sports drinks, or isotonic drinks, bottled waters and bottled coffees.
3. Subject to the renewal provisions set forth herein below, the term of this **Five years (05)** year Agreement shall commence on **01-01-2015** and terminate on **12-31-2020**.
4. In exchange for Customer's **5 year** commitment and other valuable consideration and upon full execution of this Agreement, the parties agree as follows:
  - a. Year one (1), Pepsi agrees to pay Customer an upfront payment of \$10,000 sponsorship and \$1,000 product donation. Payment shall be made within sixty (60) days.
  - b. Years two (2) through five (5), Pepsi agrees to pay Customer sponsorship amount based upon a volume matrix as describe on the 4<sup>th</sup> page. Payment is processed at the end of each year when contract was signed and shall be paid within sixty (60) days.
  - c. Years two (2) through five (5), Pepsi agrees to pay Customer \$1,000 product donation. Payment is processed at the end of each year when contract was signed and shall be paid within sixty (60) days.
  - d. Rebate payments shall be made within sixty (60) days after the anniversary date of each year of this Agreement based on the immediately prior year's purchases. Rebates will be \$5.00 only for 20 oz 24 pack/case CSD, Gatorade and Aquafina products. Volume report will be provided.
  - e. Pepsi reserves the right to increase product prices up to four **(4%)** per year during the Term.
  - f. Pepsi shall donate POS (Gatorade sideline kits, menu boards, t-shirts, caps) items not to exceed \$4,000 year one (1) and \$2,000 per year of year two (2) through year five (5) of contract.
  - g. Pepsi shall provide vending and cooler equipment, repairs or replacement equipment at no cost to customer.

h. Semi-annual business reviews will be conducted with customer.

5. All payments, including the value of donations, made by Pepsi to Customer under Paragraph 4 of this Agreement shall be deemed earned at an equal prorated rate per month for the purposes of this Agreement, notwithstanding the date of actual payment.

6. Customer hereby licenses and appoints Pepsi, through its Brands, as the sole, exclusive and official Beverage supplier, distributor and advertiser of Customer and the Facilities. Customer shall cause the Brands to be exclusively available at the Facilities and no Beverages or Beverage related items including, but not limited to, cups or premium items, that compete with or are the same as or similar to the Brands shall be made available, advertised and/or promoted at the Facilities or by Customer.

7. Customer recognizes that Pepsi has paid valuable consideration to ensure an exclusive Beverage associational relationship with Customer with respect to an exclusive Beverage supply and distribution program and that any dilution or diminution of such exclusivity seriously impairs Pepsi's valuable rights. Accordingly, in the event another person or entity attempts, without Pepsi's explicit consent, to associate Beverages that compete with or are the same as or similar to the Brands ("Competitive Products") with Customer or to suggest that Competitive Products are endorsed by or associated with Customer by referring directly or indirectly to Customer (all of which actions described herein are sometimes referred to as "Ambush Marketing"), Customer will promptly oppose such actions and cooperate with Pepsi's efforts to stop the Ambush Marketing and to protect the exclusive associational rights granted to Pepsi in this Agreement. In the event any such Ambush Marketing occurs during the Term or any renewal thereof, immediately upon learning thereof, each party shall notify the other party hereto.

8. All art work and logo sheets to be used in any advertisements, signage and press releases promoting the Brands are subject to the prior mutual approval of Pepsi and Customer, with neither party unreasonably withholding such approval.

9. Except as may otherwise be required by this Agreement, law or legal process, no party shall disclose to any third party the terms and conditions of this Agreement.

10. Except if prohibited by law, during the entire Term, Pepsi shall provide and supply Customer with all necessary equipment to dispense the Brands at the Facilities without charge; provided that all Beverages are supplied to Customer and the Facilities by Pepsi as set forth above and that the only products dispensed from such equipment are the Brands. Pepsi will provide service on all equipment without charge to Customer. All rights, title and interest in all Pepsi equipment supplied to Customer shall at all times remain with Pepsi.

11. Customer represents and warrants to Pepsi that all appropriate approvals required to enter into this Agreement have been granted and the individual executing this Agreement on behalf of Customer has been duly authorized by any and all persons or entities of which authorization is required to enter into this Agreement on behalf of Customer. Customer also agrees that at no time will it challenge, contest, disclaim or deny the authority of the individual signing this Agreement on behalf of Customer or use as a basis to void, cancel or nullify this Agreement a claim that the individual signing below was not authorized to sign this Agreement on behalf of Customer. Further, Customer guarantees and warrants that the execution, delivery and performance of this Agreement by Customer will not and does not violate any agreements with or the rights of third parties.

12. In the event any of the covenants, agreements, terms or provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms and provisions contained herein shall not in any way be affected, prejudiced or disturbed thereby.

13. If Customer fails to perform any of the promises set forth in this Agreement, then as an option but not as its sole remedy, Pepsi may terminate this Agreement. If this Agreement is terminated for any reason, Customer agrees to return to Pepsi a pro rata portion of all monetary payments, including the value of donations, made to but not earned by Customer under Paragraphs 5 of this Agreement. Further, any such breach by Customer shall be deemed as authorization to Pepsi to allow Pepsi immediate access to the Facilities to take possession of each and every piece of Pepsi's equipment without any claim of trespass.

14. Any failure by either party hereto to enforce at any time or for any period of time any one or more of the terms or conditions of this Agreement, shall not be a waiver of such terms or conditions or of either party's right thereafter to enforce each and every term and condition of this Agreement.

15. It is mutually understood and agreed, and it is the intent of Pepsi and Customer that an independent contractor relationship be established and is hereby established under the terms and conditions of this Agreement: that employees of Customer are not, nor shall they be deemed to be, employees of Pepsi; and, that employees of Pepsi are not nor shall they be deemed to be employees of Customer.

16. This Agreement may not be assigned by either party hereto without the express written consent of the other.

17. This Agreement fully expresses the entire understanding of Pepsi and Customer. Any and all prior understandings are hereby canceled. No future changes in the terms of this Agreement shall be valid, except when and if reduced to writing and signed by both Pepsi and Customer, by legally authorized officials thereof.

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

**[City of Southaven Parks and Recreation,  
Southaven MS]**

**[Pepsi Beverages Company, Collierville TN!]**

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

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

Name: \_\_\_\_\_

Name: Todd Guelker & Ryan Pelle

Title: \_\_\_\_\_

Title: FSR

Mailing address

Fein number

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

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

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

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

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

1. The property listed in Exhibit A be hereby declared as surplus property due to the fact that the property is outdated, not useful or cost effective due to the storage and maintenance costs.
2. The City Clerk, or her designee, is hereby authorized and directed to follow Mississippi Code 17-25-25 for the disposition of the property in Exhibit A.

REMAINDER OF PAGE LEFT BLANK

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 William Brooks

Alderman Kristian Kelly

Alderman Shirley Beshears

Alderman George Payne

Alderman Joel Gallagher

Alderman Scott Ferguson

Alderman Raymond Flores

RESOLVED AND DONE this 4th day of November, 2014.

Having received a majority of affirmative votes, the Mayor declared that the Resolution was carried and adopted as set forth above on this the 4th day of November, 2014.

CITY OF SOUTHAVEN, MISSISSIPPI

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

DARREN MUSSELWHITE, MAYOR

ATTEST:

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



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

---

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

To: Mayor Musselwhite/Board of Aldermen  
From: Chris Shelton  
Date: 10/22/14  
RE: Surplus Property

Mayor and Board,

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

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

Respectfully,

Chris Shelton  
Director of Information Technology  
And Emergency Communications



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

**WHEREAS**, the City of Southaven ("City") Utility Department is presently in possession of a vehicle, 2007 Chevrolet Silverado, VIN# 1GCEC14C77513338, Title Number E551263, and mileage in the approximate amount of 4875("Vehicle"), which is inoperable due to an incident on October 21, 2014; and

**WHEREAS**, pursuant to Mississippi Code 17-21-21, the City has the power to file a claim for the incident as the City was not at fault; and

**WHEREAS**, the City Mayor and Board of Aldermen are desirous of settling the claim with Progressive Insurance in the amount of \$11,559.37 and disposing of such Vehicle to Progressive; 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 claim of the City against Progressive be settled in the amount of \$11,559.37 and the salvaged portion of the Vehicle be hereby granted to Progressive Insurance Company.
2. The City Mayor, or his designee, is hereby authorized and directed to take all actions, including the transfer of the Vehicle, for the disposition of the Vehicle in settlement of the claim and all other actions to effectuate the intent of this Resolution.

**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 18th day of November, 2014.

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

ATTEST:

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

ADDITIONAL PROVISIONS TO AGREEMENT BETWEEN CITY OF  
SOUTHAVEN AND TRI FIRMA, EXCAVATORS, LLC

WHEREAS, the City of Southaven ("CITY") on July 6, 2010, awarded Tri-Firma, Excavators, LLC ("CONTRACTOR") a five (5) year contract for public works construction projects, including but not limited to underground utilities; and

WHEREAS, the services performed by CONTRACTOR and prices are attached hereto as Exhibit A; and

WHEREAS, CONTRACTOR agrees to proceed with each project with two (2) hours after notification from the CITY; and

Now therefore the CITY and CONTRACTOR desire to add the additional provisions to the Agreement between CITY and CONTRACTOR.

1. CONTRACTOR agrees to indemnify and hold harmless the CITY, its elected officials, agents, employees, assigns and legal representatives from and against all damages, accidents and injuries to persons or properties caused by CONTRACTOR, its agents, employees or temporary employees or resulting from or in conjunction with CONTRACTOR cleaning such properties for CITY. This 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, with CITY listed as an additional insured, in the minimum amount of \$1,000,000 with confirmation thereof to be delivered to CITY prior to commencement of services. All equipment shall be insured and confirmation

- provided to the CITY. This section of this Agreement pertaining to indemnification shall be deemed to survive the expiration or earlier termination of this Agreement.
2. This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi. The parties shall use good faith efforts to resolve any disputes hereunder. In the event of a dispute hereunder that cannot be resolved by mutual discussions between the CITY and the CONTRACTOR, the disputing party shall provide written notice to the other party outlining in detail the basis for the dispute. Jurisdiction and venue for all disputes hereunder shall be proper in the federal and state courts having competent jurisdiction in Desoto County, Mississippi.
  3. 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.
  4. Either party shall have the right to terminate this Agreement upon said party giving written notice thirty (30) days in advance. CONTRACTOR agrees that this Agreement may be terminated immediately by the CITY, without notice, and without penalty or liability, in the event of default as it relates to any term of this Agreement by CONTRACTOR or substantial errors in billing by CONTRACTOR.

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

CITY OF SOUTHAVEN

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MAYOR DARREN MUSSELWHITE

TRI FIRMA EXCAVATORS, LLC

---

LANCE SMITH

## **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: **821 Charter Oak Drive**, to the effect that the said parcel of land has been neglected whereby **the grass height is in violation and there exist other unsafe conditions** and that the parcel of land in the present condition is deemed to be a menace to the public health and safety of the community.

**WHEREAS**, pursuant to Section 21-19-11 of the Mississippi Code Annotated (1972), the governing authorities of the City of Southaven, Mississippi, provided the owners of the above described parcel of land with notice of the condition of their respective parcel of land and further provided them with notice of a hearing before the Mayor and Board of Aldermen on **Tuesday, November 4, 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, November 4, 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: **821 Charter Oak Drive** 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 **4th day of November, 2014.**

**CITY OF SOUTHAVEN, MISSISSIPPI**

**BY:**

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

**ATTEST:**

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

**(S E A L)**

17.

## Planning Agenda

18.

## Mayor's Report

# 19. Citizen's Agenda

**Personnel Docket**

November 04, 2014

<b>Payroll Additions</b>	<b>Position</b>	<b>Department</b>	<b>Start Date</b>	<b>Rate of Pay</b>
Kristen Parrott	Patrol Officer I	Police - 211	TBD	\$16.91
Kevin McCarthy	Patrol Officer I	Police - 211	TBD	\$16.91
Nathaniel Lewis	Patrol Officer I	Police - 211	TBD	\$16.91
Joel Rich	Patrol Officer I	Police - 211	TBD	\$16.91
William McNeill	P/T Golf Course	Parks and Recreation - 411	November 5, 2014	\$9.44
Robert Robinson	Dispatcher 1	Communications	TBD	\$18.08
Holly Veach	Dispatcher 1	Communications	TBD	\$18.08
Joshua Smith	Dispatcher 1	Communications	TBD	\$18.08
Kristi Kerr	Dispatcher 1	Communications	TBD	\$18.08
Celeste Box	Dispatcher 1	Communications	TBD	\$18.08

<b>Payroll Adjustments</b>	<b>Previous Classification</b>	<b>New Classification</b>	<b>Effective Date</b>	<b>Proposed Rate of Pay</b>
Terry Locke	F/T Golf Course	No Change	10/20/2014	\$12.75

<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>
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21.

City Attorney's  
Legal Update

22.

Old Business

# City of Southaven Docket of Claims



## Warrant #: C-2014YE& C-2014YE

City of Southaven Claims Docket  
Warrant #: C-2014YE & C-2014YE

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
1409-0933	0	230056	12761	ANALYTICAL FORENSIC	INVESTIGATION EVIDENCE ANALY	\$315.00
59819	0	230059	19589	BAKER SERVICES	SEP 2014 METER READINGS	\$16,241.32
15913	0	230105	19700	CHOICE TOWING	CREW TRUCK/TOW	\$50.00
16613	0	230106	19700	CHOICE TOWING	UNIT 2 TOW	\$65.00
16129	0	230112	19700	CHOICE TOWING	UNIT 3035/TOW	\$50.00
15997	0	230113	19700	CHOICE TOWING	UNIT 3084/TOW	\$55.00
102314	0	230049	4646	DESOTO COUNTY REGION	SEP 2014 SEWER COLLECTIONS	\$25,050.00
125962	0	230053	4781	FAMILY MEDICAL CLINI	J FLEMING/SANITATION	\$146.00
NP41813937	0	230143	6919	FUELMAN	7-14/7-20-14 FUEL/PD-CK REISSUE	\$8,736.48
NP41857452	0	230146	6919	FUELMAN	7-21/7-27-14/FD-CK REISSUE	\$56.46
NP41857430	0	230144	6919	FUELMAN	7-21/7-27-14/PD FUEL-CK REISSUE	\$8,296.33
NP41971346	0	230145	6919	FUELMAN	7-28/8-3/14 FUEL/FD-CK REISSUE	\$125.06
182-092014	0	230093	5839	GOV DEALS	SURPLUSED PROP ELEC/VEHICLES	\$1,380.56
64261	0	230107	16182	H&H SERVICES GROUP	MAT BLDG	\$35.00
3650484	0	230110	19336	HOLLYWOOD FEED	FOOD FOR K9	\$35.67
3570426	0	230111	19336	HOLLYWOOD FEED	FOOD FOR K9	\$35.67

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
3465463	0	230109	2564	LANGUAGE LINE SERVIC	INTERPRETER VIA PHONE	\$187.02
77898	0	230047	3011	M & M PROMOTIONS	GOLF TOWEL/GROMMET	\$1,475.00
77899	0	230048	3011	M & M PROMOTIONS	GOLF TOWEL/GROMMET	\$1,475.00
190500	0	230087	308	MAINTENANCE SUPPLY	GATORADE,CUTOFF WHEEL,DRILL	\$838.40
190604	0	230084	308	MAINTENANCE SUPPLY	WEDGE ALL,SCREWS. TY WRAP	\$650.90
6278577X	0	230115	1092	MATTHEW BENDER & CO.	MS CODE 2014	\$535.51
62786539	0	230054	1092	MATTHEW BENDER & CO.	MS CODE 2014 UPDATES	\$535.51
63198738	0	230055	1092	MATTHEW BENDER & CO.	MS CODE/NEW CASES	\$58.43
471611	0	230095	6685	MID SOUTH DIGITAL	A1282 RECORDS/PD COPIER	\$667.72
471494	0	230099	6685	MID SOUTH DIGITAL	A1364-NARCOTICS COPIER	\$305.72
471584	0	230097	6685	MID SOUTH DIGITAL	A3957/BOOKING COPIER	\$440.87
471672	0	230098	6685	MID SOUTH DIGITAL	A4738-EAST COPIER	\$14.83
471745	0	230100	6685	MID SOUTH DIGITAL	G5401-DISP COPIER	\$192.76
SA26503	0	230091	16993	MISSISSIPPI ASSOCIAT	DISPATCH PRE-EMPL TEST	\$375.00
1021763	0	230077	1160	NEEL-SCHAFFER INC	AMINM & RPR PUMP STA FORCE MAIN CONST	\$11,073.58
1021767	0	230067	1160	NEEL-SCHAFFER INC	EMERGENCY BACKUP P.S.	\$7,860.36
1021766-A	0	230071	1160	NEEL-SCHAFFER INC	LKS NICHOLAS FORCE MAIN LAND ACQ	\$2,011.60
1021766-B	0	230069	1160	NEEL-SCHAFFER INC	LKS OF NICHOLAS FORCE MAIN DESIGN/BIDDING	\$2,136.20
1021765	0	230074	1160	NEEL-SCHAFFER INC	MWW LAGOON CLOSURE	\$2,745.71
1021773.2	0	229518	1160	NEEL-SCHAFFER INC	SEP 2014 STORMWATER IMPLEMENTATION	\$2,999.08
1021764	0	230075	1160	NEEL-SCHAFFER INC	TRINITY LKS CONSTR. ADMIN & RPR	\$3,683.97
1021759	0	230061	1160	NEEL-SCHAFFER INC	UTILITY RPR SERVICES	\$2,984.29

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
102314	0	230050	10365	NESBIT WATER	SEP 2014 FEES COLLECTED	\$3,096.00
102314	0	230051	10758	NORTH MISSISSIPPI UT	SEP 2014 WATER REFUNDS	\$269.92
732107303002	0	230103	7600	OFFICE DEPOT	1 REAM PAPER	\$31.86
732107303001	0	230102	7600	OFFICE DEPOT	COPY PAPER	\$366.39
732106970001	0	230101	7600	OFFICE DEPOT	TONER,USB,MISC OFC SUPPLIES	\$392.65
7625	0	230089	615	PAYNES LOCKSMITH SER	PAC KEYS	\$50.00
10962	0	230114	22516	PERSONNEL EVALUATION	PSYCHE TEST START UP KIT	\$257.35
2295831-0T14	0	230079	971	PITNEY BOWES	POSTAGE MACHINE RENTAL	\$735.00
200107	0	230060	8309	PRIORITY DISPATCH	5 DISPATCHERS RECERT	\$250.00
800090001014	0	230081	1338	PURCHASE POWER	POSTAGE SEP 2014	\$1,208.00
19033	0	230108	5714	REEL NEET EROSION CO	ROW MAINTENANCE	\$20,350.00
90325	0	230052	611	SIGNS & STUFF	SURVEILLANCE SIGN	\$90.00
90649487	0	229704	1161	SOUTHAVEN CHAMBER OF	SEP 2014 CONTRIBUTION	\$6,250.00
J401016468	0	230058	8347	TELECHECK	SEP 2014 FEES	\$763.70
025-107379	0	230057	952	TYLER TECHNOLOGIES	ON-SITE TRAINER TRAVEL	\$1,551.46

**Total Invoices Paid on this Docket: \$139,583.34**

City of Southaven  
Docket of Claims



Warrant #: C-110414 & W-110414

City of Southaven Claims Docket  
Warrant #: C-110414 & W-110414

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
37711	0	229904	424	A TO Z ADVERTISING	BADGE PATCHES - SPD	\$835.36
37750	0	229861	424	A TO Z ADVERTISING	BLACK T'S - HALLOWEEN	\$141.80
37868	0	229866	424	A TO Z ADVERTISING	FENNELL, ALEX 2015 ALLOT	\$100.00
37867	0	229867	424	A TO Z ADVERTISING	GIFFORD, BLAKE 2015 ALLOT	\$100.00
37727	0	229888	424	A TO Z ADVERTISING	LANYARDS - VIP	\$773.75
37536	0	229903	424	A TO Z ADVERTISING	MCKIN NEY & STACKS - HATS	\$60.00
37718	0	229658	424	A TO Z ADVERTISING	PERKINS,WAYNE 2015 ALLOT	\$30.00
37710	0	229902	424	A TO Z ADVERTISING	ROUND PATCHES SPD - LOGO	\$1,329.24
37731	0	229863	424	A TO Z ADVERTISING	SCOUT T'S	\$417.71
37726	0	229656	424	A TO Z ADVERTISING	VIP CAPS	\$215.64
37728	0	229657	424	A TO Z ADVERTISING	VIP GOLF SHIRTS	\$966.00
37725	0	229864	424	A TO Z ADVERTISING	VIP JACKETS	\$796.37
37724	0	229907	424	A TO Z ADVERTISING	VIP T-SHIRTS	\$946.75
3719282	0	229890	6142	ACCESS POINT INC	S.I.D. - 279025	\$393.94
6482	0	229659	12445	ACCURATE LAW ENFOR	BATTERY/YORK,LIGHT/FENNELL	\$119.68
6492	0	229906	12445	ACCURATE LAW ENFOR	FENNELL, ALEX 2015 ALLOT.	\$160.95

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6493	0	229905	12445	ACCURATE LAW ENFOR	GIFFORD, BLAKE 2015 ALLOT.	\$77.98
R400944	0	229952	83	ALCO SERVICES	ANNUAL MONITORING - GOLF	\$275.00
117755	0	229556	883	AMERICAN TIRE REPAIR	E-1 FLEET 1007-MT & DISMOUNT	\$137.00
119010	0	229599	883	AMERICAN TIRE REPAIR	E-2 TIRES MT & DISMOUNT	\$134.00
119009	0	229576	883	AMERICAN TIRE REPAIR	UNIT #291-GENTRY /MT & DISMOUNT	\$100.00
030599	0	229853	20462	AMTEC LESS LETHAL SY	SIMMUNITION	\$1,562.99
9003738707	0	229769	17049	ANIMAL HEALTH INTERN	PROF. SERVICES	\$258.75
284550	0	229610	151	APCO INTERNATIONAL I	2015 ANNUAL MEMBERSHIP	\$92.00
581-5101704	0	230062	156	ARAMARK UNIFORM SERV	RUBBER MATS	\$274.31
581-5101703	0	229777	156	ARAMARK UNIFORM SERV	RUBBER MATS - COURT	\$129.87
581-5098303	0	229825	156	ARAMARK UNIFORM SERV	RUBBER MATS/CITY HALL	\$274.31
581-5098302	0	229633	156	ARAMARK UNIFORM SERV	RUBBER MATS/COURT	\$129.87
1414201410	0	229626	17546	ARISTA	10/14 POSTAGE/WATER BILLS	\$6,486.55
17824	0	229625	17546	ARISTA	10/14 WATER BILL PRINTING	\$2,504.31
313	0	229824	18967	ARROW DISPOSAL	OCTOBER 2014 GARB SERVICES	\$91,082.75
111014	0	229635	166	AT&T	SIGN	\$39.88
820661421114	0	229838	1167	AT&T MOBILITY	PHONE SERVICE - SPD	\$192.65
287251661014	122478	229583	1167	AT&T MOBILITY	SCADA DATA CARDS & PHONES	\$221.84
302069681114	0	229918	1145	ATMOS ENERGY	3278 MAY BLVD	\$43.67
301501821114	0	229919	1145	ATMOS ENERGY	6070 SNOWDEN LANE - FIELD OF DREAMS	\$24.46
301547661114	0	229917	1145	ATMOS ENERGY	SNOWDEN HOUSE	\$23.49
100214	122454	229481	1145	ATMOS ENERGY	FIELD OF DREAMS	\$41.04

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301693931114	122454	229485	1145	ATMOS ENERGY	STATION 1	\$201.13
301967261114	122454	229484	1145	ATMOS ENERGY	STATION 2	\$141.40
301967241114	122479	229587	1145	ATMOS ENERGY	8400 GREENBROOK PKWY - PARKS	\$17.81
302071301114	122479	229586	1145	ATMOS ENERGY	8925 SWINNEA RD	\$19.94
301874321114	122485	230028	1145	ATMOS ENERGY	2101 COLONIAL HILL DR	\$70.16
301874311114	122485	230029	1145	ATMOS ENERGY	2101 COLONIAL HILLS DR	\$135.60
302052131114	122485	230045	1145	ATMOS ENERGY	6050 ELMORE RD	\$132.28
302065451114	122485	230046	1145	ATMOS ENERGY	6450 GETWELL RD	\$142.22
27590	43390	229735	3341	BANCORPSOUTH	RE: CITY OF SOUTHAVEN REF BD 2009 (#82-0052-01-7)	\$701,918.75
102814	0	229806	22409	BARAJAS DANIEL	SOCCER UMPIRE	\$210.00
374-259654	0	229702	13650	BATTERIES PLUS	BATTERY/JW MIFI	\$19.95
374-259794	0	229935	13650	BATTERIES PLUS	SPD BATTERY AND BACK UP BATTERY	\$24.99
102814B	0	229956	8764	BEASLEY GARY	FOOTBALL UMPIRE	\$320.00
161170	0	229947	268	BEST CHANCE JANITOR	BASE SWEEP, KIT TOWELS, BLEACH	\$424.54
160805	0	229823	268	BEST CHANCE JANITOR	MATERIALS	\$696.20
131632	0	229604	585	BETTER MARKETING KON	TONER	\$122.00
131631	0	229603	585	BETTER MARKETING KON	TONER	\$335.00
3945	0	229830	20065	BLC OF MS LLC	MDOT CHURCH RD & I55	\$4,988.00
3944	0	229826	20065	BLC OF MS LLC	MDOT GOODMAN RD & I55 EXIT	\$5,020.00
3948	0	229827	20065	BLC OF MS LLC	MDOT-BEHIND WALL I55	\$3,730.00
3947	0	229828	20065	BLC OF MS LLC	TRAINING CENTER	\$925.00
3946	0	229829	20065	BLC OF MS LLC	WE ROSS PKWY	\$1,916.00

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2068891	0	229640	312	BOB LADD & ASSOCIATE	FLAG SET	\$221.50
102814	0	229805	22408	BOLANOS AMY	SOCCER UMPIRE	\$275.00
102814B	0	229957	18755	BOYLAN JESSIE LEE	FOOTBALL UMPIRE	\$300.00
5740514	0	230120	663	BULLFROG AMOCO	2 INSPECTION STICKERS	\$10.00
5430498	0	229822	663	BULLFROG AMOCO	MAT FOR EQUIPMENT	\$80.00
5430488	0	229820	663	BULLFROG AMOCO	PATCH TRUCK GAS	\$80.00
5438930	0	229821	663	BULLFROG AMOCO	UNIT 403,465 INSPECTIONS	\$10.00
502	0	229647	437	C & M BUILDERS INC	REPAIR ROOF AT PARKS AND REC B	\$2,853.00
36-14	0	229531	21019	CAIN LINDA A	LINE DANCE CLASS	\$60.00
35-14	0	229645	21019	CAIN LINDA A	LINE DANCE CLASS	\$60.00
37-14	0	229949	21019	CAIN LINDA A	LINE DANCE CLASS	\$60.00
102814B	0	229958	18178	CAMPBELL PATRICK	FOOTBALL UMPIRE	\$140.00
643390	0	229819	669	CAMPER CITY USA INC	DROP HITCH/STREETS	\$39.99
384383	0	229696	669	CAMPER CITY USA INC	TRUCK #830-ROD HOLDERS	\$16.00
129447	0	229974	3951	CARPET SPECTRUM INC	CARPET AT ARENA	\$2,336.01
102814	0	229785	2574	CARSON, MICHAEL A	SOCCER UMPIRE	\$450.00
Q046946	0	229936	739	CDW GOVERNMENT INC	LENS FOR ITEC CAMERA	\$650.99
QB37637	0	229520	739	CDW GOVERNMENT INC	ROUTERS FOR SCADA/DCRUA SEWER	\$1,062.92
102814	0	229680	16889	CENTER FOR GOVERNMENT	A. MULLEN/MMCCA WINTER ED CONF REG	\$160.00
102814A	0	229781	16889	CENTER FOR GOVERNMENT	S HEATH TRAINING	\$160.00
32809	0	229818	16158	CENTRAL BATTERY	MATERIALS/SHOP	\$60.00
X18643	0	229663	7766	CENTRAL PIPE SUPPLY,	3/4" WATER METERS	\$4,449.20

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1178231014	0	229537	1234	CENTURYLINK	INTERNET CHARGES	\$84.36
300096131114	122480	229582	1234	CENTURYLINK	PHONE SERVICE - M MESSAGE BOARD - PARKS	\$45.53
400200021014	122480	229580	1234	CENTURYLINK	PHONE SERVICE - PARKS OFFICE	\$1,100.86
300093461014	122480	229579	1234	CENTURYLINK	SNOWDEN - MAIN PAVILION	\$154.74
400200371114	122480	229581	1234	CENTURYLINK	SNOWDEN HOUSE - PARKS - PHONE SERVICE	\$143.27
300091241114	122486	230032	1234	CENTURYLINK	PHONE SERVICES - FIRE	\$95.60
300095071114	122486	230027	1234	CENTURYLINK	PHONE SERVICES - LIBRARY	\$42.60
300095241114	122486	230031	1234	CENTURYLINK	PHONE SERVICES - POLICE	\$48.45
300091221114	122486	230030	1234	CENTURYLINK	PHONE SERVICES - POLICE	\$192.64
21891	0	229570	301	CHEF'S SUPPLY & DESI	STATION 4 STOVE	\$1,794.91
102814	0	229787	18076	CHENOWETH BRANDON	SOCCER UMPIRE	\$180.00
2014101501	0	229660	18276	CLIFFORD T FREEMAN	5 POLY'S PRE-EMP	\$1,000.00
17482	0	229973	22517	COBRA TOWING	DODGE AVENGER/ASHBROOK	\$75.00
9113291014	0	230118	2351	COMCAST	1334 E GOODMAN SCADA	\$97.85
8944911014	0	230116	2351	COMCAST	GREENBROOK SCADA	\$97.85
914612041114	122455	229483	2351	COMCAST	INTERNET FOR COMMAND TRAILER	\$97.85
102014	122456	229482	2351	COMCAST	2101 COLONIAL HILL DR - PARKS	\$198.63
856867021014	122481	229590	2351	COMCAST	8779 WHITWORTH - UTILITIES	\$97.85
910908014	122482	229589	2351	COMCAST	2543 GEM ST - UTILITIES	\$97.85
621122011114	122487	230034	2351	COMCAST	8691 NORTHWEST DR - POLICE	\$240.25
102014	0	229571	7561	COMMUNITY FOUNDATION	DESOTO COUNTY 2014 PRAYER BREAKFAST	\$500.00
715000026-1	0	229911	543	COMSERV SERVICES	UNIT #3134 - INSTALL	\$4,722.00

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5786	0	229817	16582	CONTRACTORS SUPPLY P	BLOWER & WEEDEATER	\$990.64
5800	0	230092	16582	CONTRACTORS SUPPLY P	MATERIALS FOR SHOP	\$33.68
221171	0	229541	3554	CORNERSTONE LAB	TRINITY LAKE WWTP	\$75.00
221202	0	229694	3554	CORNERSTONE LAB	TRINITY LAKES WWTP	\$95.00
102814	0	229789	18126	CORREA JULIO	SOCCER UMPIRE	\$150.00
297937	0	229879	836	COUNTRY FORD INC	3008 O/C	\$39.73
297695	0	229868	836	COUNTRY FORD INC	3062-PADS, ROTORS, AXLE	\$903.76
297959	0	229878	836	COUNTRY FORD INC	3082-O/C	\$39.95
102314	0	229519	1339	CREDIT CARD CENTER	DEPOSIT,REG,EXAM,HOTEL	\$3,201.31
101814	0	229612	1339	CREDIT CARD CENTER	VET'S DAY THROWS/AUCTION	\$232.94
370201	0	230142	402	CURRY JANITORIAL SER	NOVEMBER 2014 FBI CLEANING	\$425.00
1584	0	229815	12576	D&J'S CLEANING SERVI	PW DPT/CLEANING	\$225.00
1585	0	229816	12576	D&J'S CLEANING SERVI	PW DPT/CLEANING	\$225.00
101414	0	229650	1363	DAVIS W. E. "SLUGGO"	EAS-CHERRY TREE DEV	\$12.00
26480	0	229813	7174	DENNIS WRIGHT & SON	CITY HALL/MENS TOILET REPAIR	\$208.00
26508	0	229814	7174	DENNIS WRIGHT & SON	CITY HALL/WOMENS TOILET REPAIR	\$117.00
026517	0	230090	7174	DENNIS WRIGHT & SON	PLUMBING SERVICES	\$168.00
2082-A	0	229809	497	DESOTO COUNTY ELECTR	GOODMAN & GETWELL/LED REPLACEMENT	\$157.50
2100	0	229617	497	DESOTO COUNTY ELECTR	GREENBROOK WATER SOFT START	\$3,700.00
177974	0	229834	182	DESOTO FAMILY MEDICA	KETCHUM, JESSE PRE EMP.	\$95.00
177985	0	229835	182	DESOTO FAMILY MEDICA	SHINGLES, DAVE PRE EMP.	\$95.00
177987	0	229836	182	DESOTO FAMILY MEDICA	SNOW, SANDRA PRE EMP.	\$95.00

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178005	0	229837	182	DESOTO FAMILY MEDICA	VANDERFORD, HARROLD PRE EMP.	\$95.00
110114	0	229543	6682	DESOTO FAMILY THEATR	NOV 2014 CONTRIBUTION	\$4,166.67
291864	0	229629	10696	DESOTO SOD, LLC	SOD	\$370.00
24191136614	122457	229480	16529	DIRECTV	DIRECTV FOR PARKS	\$231.66
12161107	0	229727	22512	DO MY OWN PEST CONTR	EBOLA FOGGER FOR DECON	\$1,120.00
102814	0	229791	11508	DOCKERY LAWRENCE	SOCCER UMPIRE	\$360.00
102814	0	229792	15547	DOCKERY PATRICK	SOCCER UMPIRE	\$195.00
102814	0	229793	20749	DONALDSON JORDAN	SOCCER UMPIRE	\$235.00
SI-1384642	0	229615	20229	DOVE DATA PRODUCTS	PRINTER/BLDG DPT	\$355.00
102814	0	229772	22515	DOWNS CLOTEE	REFUNDING DEPOSIT	\$126.00
90006821	0	229901	1390	DPS CRIME LAB	ANALYTICAL FEES	\$600.00
48003	0	229770	17650	ELMORE RD VETERINARY	PROF. SERVICES	\$832.51
412159	0	229548	17602	EMERGENCY EQUIPMENT	E-2 GEAR BOX/SHAFT SEALS	\$728.00
412144	0	229547	17602	EMERGENCY EQUIPMENT	ROPE RESCUE TRAINING	\$683.48
412095	0	229549	20832	EMERGENCY EQUIPMENT	AUTO EJECTS	\$230.00
C10566	0	229550	20832	EMERGENCY EQUIPMENT	AUTO EJECTS CREDIT	\$-230.00
100253781114	0	230063	966	ENTERGY	GOODMAN & I_55	\$195.16
1904142514B	0	230064	966	ENTERGY	GOODMAN RD AND AIRWAYS BLVD	\$108.37
163308881114	0	230065	966	ENTERGY	GOODMAN RD AND SCREST	\$108.37
190469291114	122458	229492	966	ENTERGY	1978 STATE LINE RD	\$135.19
525303591114	122458	229494	966	ENTERGY	2101 COLONIAL HILLS DR	\$101.11
525302841114	122458	229495	966	ENTERGY	2101 COLONIAL HILLS DR	\$2,116.55

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
466875881114	122458	229497	966	ENTERGY	365 RASCO RD W SOCCER FD	\$66.88
170020071114	122458	229490	966	ENTERGY	385 STATELINE RD	\$6,951.58
563956351114	122458	229496	966	ENTERGY	7360 US HIGHWAY 51 N	\$20.25
411115351114	122458	229493	966	ENTERGY	7360 US HIGHWAY 51 N	\$6,429.44
168384191114	122458	229489	966	ENTERGY	7505 CHERRY VALLEY BLVD	\$123.56
168392501114	122458	229488	966	ENTERGY	7505 CHERRY VALLEY BLVD	\$1,411.09
311093661114	122458	229491	966	ENTERGY	7625 TCHULAHOMA	\$6.62
190471661114	122483	229595	966	ENTERGY	1281 BROOKHAVEN DR	\$13.51
168364541114	122483	229585	966	ENTERGY	4700 STATELINE RD	\$23.79
168382291114	122483	229584	966	ENTERGY	4700 STATELINE RD	\$1,896.08
162929221114	122483	229591	966	ENTERGY	8779 WHITWORTH ST	\$11.80
162931361114	122483	229596	966	ENTERGY	8779 WHITWORTH ST	\$7,576.66
168395081114	122483	229593	966	ENTERGY	8989 STANTON RD	\$10.66
100253781014	122483	229578	966	ENTERGY	GOODMAN & I-55	\$195.35
168357871114	122483	229592	966	ENTERGY	HUDGINGS RD	\$88.91
168352331114	122483	229594	966	ENTERGY	TOWN & COUNTRY DR	\$88.37
311665231114	122488	230020	966	ENTERGY	1200 BROOKHAVEN DR	\$6.62
176244951114	122488	230018	966	ENTERGY	3005 STANTON RD S	\$15.72
155403211114	122488	230023	966	ENTERGY	367 RASCO RD W	\$6.62
168326361114	122488	230022	966	ENTERGY	4085 STATELINE RD	\$18.00
110165331114	122488	230036	966	ENTERGY	5730 STATELINE RD W TOR SIREN	\$19.17
432771851114	122488	230021	966	ENTERGY	8191 TULANE RD RANGE	\$8.78

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
894099651114	122488	230043	966	ENERGY	ESTATES OF NORTHCREEK LIGHTING	\$12.03
168503981114	122488	230040	966	ENERGY	GREENBROOK PKWY RASC	\$7.81
168501821114	122488	230039	966	ENERGY	GREENBROOK PKWY ST LGT	\$15.99
168347561114	122488	230009	966	ENERGY	SOUTH CIR NORTHFIELD	\$7.81
117424331114	122489	230017	966	ENERGY	1729 BROOKHAVEN DR	\$25.57
594788671114	122489	230003	966	ENERGY	6345 AIRWAYS BLVD	\$26.07
594789411114	122489	229984	966	ENERGY	6610 AIRWAYS BLVD	\$24.19
585229541114	122489	229989	966	ENERGY	6875 AIRWAYS BLVD	\$24.81
527304701114	122489	229990	966	ENERGY	85 CHURCH RD E	\$25.18
159915731114	122489	230014	966	ENERGY	8710 NORTHWEST DR	\$24.19
180544451114	122489	230035	966	ENERGY	8777 WHITWORTH ST	\$22.92
190474971114	122489	230015	966	ENERGY	951 RASCO RD	\$22.01
798961141114	122489	229982	966	ENERGY	984 STATELINE RD W	\$25.96
912245351114	122489	229987	966	ENERGY	992 CHURCH RD E	\$21.92
508813091114	122490	229986	966	ENERGY	1005 CHURCH W RD	\$26.07
508814161114	122490	230044	966	ENERGY	4005 STATELINE RD	\$26.07
168531521114	122490	229983	966	ENERGY	488 CHURCH RD E	\$42.61
649450741114	122490	229831	966	ENERGY	805 RASCO RD	\$45.67
524823461114	122490	229980	966	ENERGY	8355 AIRWAYS BLVD	\$28.85
479040401114	122490	229981	966	ENERGY	8683 AIRWAYS BLVD	\$27.07
681345841114	122490	229979	966	ENERGY	HAMILTON & STATELINE RD	\$28.59
168390031114	122490	230001	966	ENERGY	HIGHWAY 51 & DORCHESTER	\$36.76

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681346341114	122490	229999	966	ENTERGY	NORTHWEST DR & STATELINE RD	\$27.07
168359511114	122490	230037	966	ENTERGY	STATELINE RD AIRWAYS	\$28.63
683870341114	122491	229988	966	ENTERGY	249 GOODMAN RD W	\$80.63
637991831114	122491	229985	966	ENTERGY	6715 HOSPITALITY RD	\$59.92
616457841114	122491	230016	966	ENTERGY	7532 SOUTHCREST PKWY	\$46.04
616457191114	122491	230010	966	ENTERGY	7655 AIRWAYSBLVD	\$60.69
110821991114	122491	230007	966	ENTERGY	MISS VALLEY BLVD	\$69.53
190757041114	122491	230002	966	ENTERGY	MS 302 & TCHULAHOMA RD	\$79.88
110822031114	122491	230008	966	ENTERGY	RASCO RD HWY 51	\$66.56
168399791114	122491	230038	966	ENTERGY	ST LINE RD HAMILTON	\$69.53
681353261114	122491	229998	966	ENTERGY	STATE LINE RD & I-55 INTERSECTION	\$46.78
110821971114	122491	230006	966	ENTERGY	STATELINE RD I-55	\$64.91
424939991114	122492	230019	966	ENTERGY	8191 TULANE RD	\$179.96
100968041114	122492	229993	966	ENTERGY	8770 NORTHWEST DR	\$192.24
805405861114	122492	230011	966	ENTERGY	8889 NORTHWEST DR	\$88.58
110821951114	122492	230004	966	ENTERGY	BROOKHAVEN & HWY 51	\$86.56
190414251114	122492	229994	966	ENTERGY	GOODMAN AND AIRWAYS BLVD	\$108.47
163308881014	122492	229995	966	ENTERGY	GOODMAN RD AND SCREST	\$108.47
168342931114	122492	230000	966	ENTERGY	HIGHWAY 51 AND CUSTER	\$83.01
110821961114	122492	230005	966	ENTERGY	ST LINE HWY 51	\$83.95
110822011114	122492	230041	966	ENTERGY	STATELINE RD I-55	\$166.21
155566161114	122492	230042	966	ENTERGY	STATELINE RD MRKT DR	\$83.01

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
515895961114	122493	230025	966	ENTERGY	1940 STATELINE RD W	\$1,487.82
168322301114	122493	229991	966	ENTERGY	453 AIRPORT INDUSTRIAL DR	\$297.87
681111781114	122493	229997	966	ENTERGY	8554 NORTHWEST DR	\$5,884.51
374238371114	122493	230024	966	ENTERGY	8691 NORTHWEST DR	\$3,602.09
168319921114	122493	230012	966	ENTERGY	8700 NORTHWEST DR	\$5,735.40
160041111114	122493	230013	966	ENTERGY	8889 NORTHWEST DR	\$1,548.45
501346911114	122493	230026	966	ENTERGY	8945 TULANE RD	\$224.32
690860561114	122493	229992	966	ENTERGY	HAMILTON	\$226.33
9401237751	0	229807	13901	ERGON	MATERIALS	\$211.62
SPD-125	0	229839	3992	EXPRESS WINDOW TINTI	3135-TINT	\$85.00
102214	0	229671	4781	FAMILY MEDICAL CLINI	D/SCREEN #48333	\$80.00
MSSOU37745	0	229699	6590	FASTENAL	PLIERS, ETC.	\$221.37
2-821-47952	0	229678	1137	FEDEX	SHIPPING	\$331.96
2-813-88315	0	229542	1137	FEDEX	SHIPPING-C. WILSON	\$67.00
2-806-50568	0	230121	1137	FEDEX	WASTEWATAER DMR'S SHIPPING	\$28.39
E0479	0	229535	4545	FIRST CHOICE CATERIN	SENIOR LUNCHEON FOR OCTOBER	\$4,025.00
27588	43388	229726	2241	FIRST SECURITY BANK	G/O BONDS SERIES 2012 ISSUE #552	\$287,936.25
102814	0	229794	21386	FORREST JERE JOE	SOCCER UMPIRE	\$175.00
R1102170401	0	229646	12584	FP MAILING SOLUTIONS	POSTAGE METER RENTAL	\$479.40
NP42576851	0	229574	6919	FUELMAN	10-13/10-19-14 FUEL-FD	\$173.82
NP42570423	0	229611	6919	FUELMAN	10-13/10-19/14-ITEC FUEL	\$160.08
NP42533778	0	229546	6919	FUELMAN	10-6/10-12-14 FUEL-FD	\$343.60

<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>
NP42576828	0	229886	6919	FUELMAN	FUEL FOR SPD	\$5,311.42
NP42533755	0	229895	6919	FUELMAN	FUEL FOR SPD	\$6,961.16
NP42607749	0	229934	6919	FUELMAN	ITEC FUEL	\$90.13
310461	0	229850	650	G & W DIESEL SERVICE	3035-INSTALL	\$442.47
310208	0	229869	650	G & W DIESEL SERVICE	3044-INSTALL	\$845.00
310463	0	229880	650	G & W DIESEL SERVICE	COMMAND POST REPAIRS	\$1,279.97
113962	0	229551	650	G & W DIESEL SERVICE	HOSE ADAPTER	\$481.04
310209	0	229848	650	G & W DIESEL SERVICE	SMART SIREN AMP.	\$799.99
BC0107657	0	229893	177	GALL'S INC	CUFF CASES/POUCHES	\$699.15
BC0107660	0	229894	177	GALL'S INC	MK111 SPRAY CASES FOR NEW HIRES	\$491.30
102814	0	229811	22412	GARCIA ALEX	SOCCER UMPIRE	\$60.00
102814	0	229812	22413	GARCIA DYLAN	SOCCER UMPIRE	\$55.00
1102492648	0	229648	9578	GATEWAY TIRE & SERVI	2000 FORD TRUCK O/C	\$34.95
1102501	0	229929	9578	GATEWAY TIRE & SERVI	2009 FORD F250	\$43.45
1102478142	0	229649	9578	GATEWAY TIRE & SERVI	2010 FORD RANGER O/C	\$34.95
101614	0	229622	22388	GEER JACKIE	CEU HOURS/AUD WASTE WATER	\$14.93
19624	0	229845	17308	GENTRY GLASS	3085-RIGHT REAR DOOR WINDOW	\$185.00
9570535097	0	229661	457	GRAINGER	EBOLA DISINFECTANTS	\$321.16
9572670165	0	229679	457	GRAINGER	EBOLA HAZ-MAT SUITS	\$200.00
117399773	0	229642	216	GRASSLAND IRRIGATION	MAINLINE REPAIR/SOCCER FIELD	\$2,070.00
117399774	0	229643	216	GRASSLAND IRRIGATION	SOCCER IRRIGATION REPAIR	\$491.20
81	0	229803	10622	GREEN KING SPRAY SER	OCTOBER MONTHLY SERVICES	\$25,458.00

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
102714	0	229953	14331	HALL ROBERT	SOFTBALL UMPIRE	\$300.00
102014	0	229532	19759	HAMBLIN ANN	CELL PHONE ALLOWANCE SEP/OCT 2014	\$25.00
102814B	0	229960	6776	HAMM SAMUEL KEITH	FOOTBALL UMPIRE	\$240.00
27589	43389	229731	13790	HANCOCK BANK	G/O REFUNDING BONDS SERIES 2010 SOUTHCT1110	\$247,932.50
2115782	0	229665	4246	HARBOR FREIGHT TOOLS	BOOSTER CABLES/ITEC VEHICLES	\$49.95
410230672	0	229942	3538	HARDIN'S SYSCO	FOOD FOR CONCESSIONS	\$1,663.05
102014	0	229972	22518	HAWKINS TOYA	REFUND - WATER	\$126.00
D102216	0	229619	11578	HD SUPPLY WATERWORK	(REPAIR CLAMPS, FITTINGS) 6X12	\$2,620.16
D149706	0	230122	11578	HD SUPPLY WATERWORK	DISPENSER & HYD WRENCH	\$229.32
110114	0	229544	20724	HEALING HEARTS CHILD	NOV 2014 CONTRIBUTION	\$3,958.33
12453	0	229801	13793	HERNANDO REDI MIX	4240 MARKSTIN DR	\$255.00
12382	0	229799	13793	HERNANDO REDI MIX	GREENCLIFF & SWINNEA	\$142.50
940	0	229881	14106	HERO GEAR	BARR, DON 2015 ALLOT	\$31.00
927	0	229855	14106	HERO GEAR	C.I.D. SAFTEY WAND	\$36.00
915	0	229857	14106	HERO GEAR	DEPARTMENT POLOS	\$487.00
933	0	229854	14106	HERO GEAR	GOFF, KEITH 2015 ALLOT	\$29.00
928	0	229856	14106	HERO GEAR	MCKINNEY, JOSH 2015 ALLOT	\$129.00
102814B	0	229961	18046	HERRON SHELTON	FOOTBALL UMPIRE	\$80.00
222363201	0	229759	12713	HILL'S PET NUTRITION	FEED FOR ANIMALS	\$173.66
222393147	0	229761	12713	HILL'S PET NUTRITION	FEED FOR ANIMALS	\$187.39
102814	0	229681	16964	HITT MATT	EMS DL REIMBURSEMENT	\$71.74
9571	0	230094	16199	HOLLAND INSURANCE	UPDATE	\$13,825.00

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
102214	0	229572	10297	HOLLAND JAMES	OCT 22, 2014 SPECIAL PROSECUTOR	\$200.00
102414	0	229602	10297	HOLLAND JAMES	OCT 24, 2014 SP PROSECUTOR	\$200.00
3716373	0	229844	19336	HOLLYWOOD FEED	FOOD FOR K9	\$35.67
377817	0	229664	22497	HOPE INDUSTRIAL SYST	TOUCHSCREEN COMPUTER PANELS FO	\$3,235.84
102014A	0	229524	2848	HORN LAKE CREEK BASI	HORN LAKE CREEK INTCPY EXT	\$10,104.38
102014	0	229523	2848	HORN LAKE CREEK BASI	HORN LAKE CREEK SEWER	\$122,396.57
9897	0	229790	17952	HOTSY OF MEMPHIS	VALVE UNLDR XSM REPAIR	\$525.65
102814	0	229795	10115	HOUGUE ALEX LANDEN	SOCCER UMPIRE	\$200.00
ME601473MR	0	229691	989	ICM OF MEMPHIS	PAINT/MARKING	\$390.00
447103	0	229887	1962	IDEAL TIRE SALES	3090-O/C, REAR BRAKES AND SHOES	\$152.45
447163	0	229540	1962	IDEAL TIRE SALES	TRUCK 802/TIRE	\$239.95
27449	0	229673	3094	IFSTA-FIRE PROTECTIO	EDUCATOR BOOK	\$74.00
1005950	0	229652	9036	INSTITUTE OF POLICE	BRETT LOGAZINO REG	\$795.00
1005951	0	229653	9036	INSTITUTE OF POLICE	LEE HOLLIDAY REG	\$795.00
30498	0	229975	949	INTEGRATED COMMUNICA	OCT 2014 SVC MONTHLY	\$1,860.00
17525	0	229976	14714	INTEGRATED WIRELES	ANNUAL AIRTIME BILLING 2015	\$4,680.00
INV29779	0	229703	4494	J R STEWART	2HP GRINDER PUMP	\$1,903.55
INV29764	0	229620	4494	J R STEWART	2HP GRINDER PUMP	\$2,855.70
102814B	0	229959	13175	JAKE JACOBSON	FOOTBALL UMPIRE	\$160.00
11738313	0	229525	826	JERRY PATE TURF & IR	CABLE/BRAKE	\$119.94
81-14	0	229920	4489	JOHNSON CINDY	AEROBICS INSTRUCTOR	\$450.00
102314	0	229670	19271	JUSTICE TOWNHOMES,LL	PERMIT ERROR/REFUND	\$30.00

<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>
102814	0	229796	18073	KLINCK ANDREW	SOCCER UMPIRE	\$145.00
102814	0	229797	15544	KLINCK MATTHEW	SOCCER UMPIRE	\$165.00
102814	0	229798	15545	KLINCK ZACHARY A	SOCCER UMPIRE	\$460.00
222221	0	229700	9113	LAMB CONSTRUCTION AN	ELMORE RD NORTH	\$1,500.00
180308	0	229885	6706	LANDERS DODGE	3084-O/C	\$36.45
179962	0	229892	6706	LANDERS DODGE	3093-O/C	\$36.45
179897	0	229875	6706	LANDERS DODGE	3104-O/C	\$36.45
180196	0	229883	6706	LANDERS DODGE	3105-O/C	\$36.45
179744	0	229870	6706	LANDERS DODGE	3109-O/C	\$36.45
180050	0	229849	6706	LANDERS DODGE	3110-O/C	\$36.45
179684	0	229871	6706	LANDERS DODGE	3125-O/C	\$36.45
179913	0	229874	6706	LANDERS DODGE	3126-O/C	\$36.45
78766	0	229614	403	LAWRENCE PRINTING CO	TRAFFIC TICKETS	\$1,495.98
27802	0	229788	759	LEHMAN ROBERTS CO	MATERIALS	\$76.84
27663	0	229783	759	LEHMAN ROBERTS CO	MATERIALS	\$109.61
27767	0	229786	759	LEHMAN ROBERTS CO	MATERIALS	\$223.74
27929	0	230085	759	LEHMAN ROBERTS CO	MATERIALS	\$224.31
28028	0	230088	759	LEHMAN ROBERTS CO	MATERIALS	\$224.31
27892	0	229784	759	LEHMAN ROBERTS CO	MATERIALS	\$283.07
27961	0	230086	759	LEHMAN ROBERTS CO	MATERIALS	\$283.07
200884	0	229632	3626	LIBERTEL ASSOCIATES	CABLES/DISPATCH HEADSETS	\$217.00
200879	0	229631	3626	LIBERTEL ASSOCIATES	DISPATCH HEADSETSS	\$449.22

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
41455893	0	229927	11401	LIGHT BULB DEPOT, LL	CONNECTOR FOR ROPE LIGHTS	\$86.31
1037L	0	229977	14117	MADISON SIGNS	JACKETS FOR TRAFFIC TICKETS	\$275.00
4603	0	229539	17210	MAIN STREET AUTOMOTI	SERPINTINE BELT/CHERRY TREE LIFT STATION	\$39.92
191940	0	229534	308	MAINTENANCE SUPPLY	TY WRAP NYLON	\$966.63
102414	0	229669	1051	MALONE TERRY	COUNTER/STORE FRONT IN TOURN OFFICE	\$1,030.00
102814	0	229808	22411	MANJARREZ BYRON	SOCCER UMPIRE	\$155.00
102814	0	229810	22410	MANJARREZ JADE	SOCCER UMPIRE	\$135.00
809	0	229782	1320	MARTIN MACHINE WORKS	JACOB DRIVE/CURB PLATE	\$440.00
23-14	0	229923	13370	MARY J. CAIN	LINE DANCE CLASS	\$120.00
14591	0	230083	232	MATHESON & ASSOC LLC	ALARM SERV. FOR COLLEGE RD TREATMENT PLANT	\$95.00
14590	0	230082	232	MATHESON & ASSOC LLC	ALARM SERV. FOR LIBRARY	\$450.00
14573	0	229780	232	MATHESON & ASSOC LLC	LIBRARY/ALARM SERVICES	\$635.00
640742261014	0	229655	1092	MATTHEW BENDER & CO.	MS ADV LEGIS SERVICE	\$28.26
149-14	0	229644	16884	MCARTHUR MARGARET	ART CLASSES	\$105.00
150-14	0	229641	16884	MCARTHUR MARGARET	ART TEACHER	\$105.00
152-14	0	229924	16884	MCARTHUR MARGARET	ART TEACHER	\$105.00
151-14	0	229925	16884	MCARTHUR MARGARET	ART TEACHER	\$105.00
102814	0	229876	17193	MCKINNEY JOSH	2015 ALLOT REIMB. FOR "MOTORS" CLOTHING	\$107.99
010-14	0	229948	13302	MCMULLIN GLORIA	LINE DANCE CLASS	\$240.00
0472500-IN	0	229930	1193	MEMPHIS BEARING AND	PLAIN SHAFTING	\$50.40
20319	0	229852	19546	MEMPHIS VET	REX - K9 PROCEDURE	\$1,560.42
101814	0	229909	15394	MERRITT CORY	2014 EASTERN LAWFIT CHALLENGE, VIRGINIA BCH, VA	\$230.00

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
102814B	0	229962	13935	MERRIWEATHER KEYTHRI	FOOTBALL UMPIRE	\$120.00
199657	0	229689	354	METER SERVICE AND SU	(3/4" & 1" BRASS FITTINGS QUOT	\$13,800.00
199493	0	229778	354	METER SERVICE AND SU	5 GAL SPEED PLUG	\$139.65
199571	0	229701	354	METER SERVICE AND SU	AIRWAYS/RASCO BREAK CPLG	\$92.15
90049	0	229530	6685	MID SOUTH DIGITAL	CLEANED 2 CARTRIDGES	\$99.00
31199	0	229624	19694	MID-SOUTH TELECOM	HEADSETS /CITY HALL	\$502.00
31504	0	230080	19694	MID-SOUTH TELECOM	PHONE SERVICES	\$130.00
31591	0	230078	19694	MID-SOUTH TELECOM	PHONE SERVICES	\$478.50
31351	0	229776	19694	MID-SOUTH TELECOM	PHONE SERVICES/PARKS	\$65.00
67990	0	229865	21916	MIDSOUTH SOLUTIONS	ABEL, JACOB 2015 ALLOT	\$337.55
67991	0	229862	21916	MIDSOUTH SOLUTIONS	PERKINS, WAYNE 2015 ALLOT	\$412.50
67992	0	229851	21916	MIDSOUTH SOLUTIONS	RESPESS, CRAIG 2015 ALLOT	\$135.59
156	0	229921	7622	MIDSOUTH SPORTS PROD	CONTRACT LABOR	\$8,881.25
10222014	0	229706	4596	MISSISSIPPI STATE DE	L SMITH/CERT FEE/WTR OPERATOR	\$50.00
102814B	0	229963	18139	MOORE JEREMY	FOOTBALL UMPIRE	\$450.00
102814	0	229882	20862	MS ASSOC GANG INVEST	M. DEFORE - REGISTRATION TRAINING , BILOXI, MS	\$150.00
11114	122461	229498	848	MS DEVELOPMENT AUTHO	GMS 50618 NOV 1, 2014	\$6,598.70
110114	122461	229499	848	MS DEVELOPMENT AUTHO	GMS 50632 NOV 1, 2014	\$4,892.84
22378	0	229558	958	MS STATE FIRE ACADEM	REEVES/VANSTORY TRENCH RESCUE	\$136.00
086540	0	229940	1150	NAPA GENUINE PARTS C	3 8 AIR RATCHET	\$32.49
086651	0	229945	1150	NAPA GENUINE PARTS C	BROOM	\$114.98
086580	0	229941	1150	NAPA GENUINE PARTS C	CAP SCREW DEGREASER	\$10.25

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
086513	0	229939	1150	NAPA GENUINE PARTS C	ELECTRIC TAPE	\$10.61
85821	0	229662	1150	NAPA GENUINE PARTS C	POWER STEERING FLUID	\$5.85
85820	0	229638	1150	NAPA GENUINE PARTS C	SPARK PLUG	\$7.92
85984	0	229634	1150	NAPA GENUINE PARTS C	TURN SIGNAL,FLASHER,ANTIFREEZE	\$50.90
85678	0	229637	1150	NAPA GENUINE PARTS C	WIPER BLADES	\$38.60
287421	0	229916	1447	NATURE'S EARTH PRODU	SCREENED SOIL	\$120.00
102814	0	229800	18077	NAULT OLIVIA	SOCCER UMPIRE	\$60.00
541957	0	229676	12171	NEBCO ART & FRAME	SHADOW BOX FOR MCDONALD	\$67.69
541958	0	229675	12171	NEBCO ART & FRAME	STATION #2 PHOTO FRAME	\$93.37
728226	0	229898	547	NEWELL PAPER COMPANY	PAPER TOWELS	\$351.80
91837	0	229933	1121	NEWTON TROPHY	TROPHIES FOR FIELD OF DREAMS	\$240.00
60155	0	229555	691	NORTH MISSISSIPPI TI	E-1 FLEET #1007/TIRES	\$1,073.68
60159	0	229600	691	NORTH MISSISSIPPI TI	E-2 TIRES/ARTICLE #156573	\$1,524.48
60158	0	229577	691	NORTH MISSISSIPPI TI	UNIT #291-GENTRY/TIRES	\$455.28
611631	0	229774	1099	NORTH MS PEST CONTRO	PEST CONTROL	\$485.00
612432	0	229775	1099	NORTH MS PEST CONTRO	TERMITE INSP/PAC	\$125.00
102814	0	229802	21388	NORTON HUNTER REID	SOCCER UMPIRE	\$280.00
1257-174707	0	229842	7304	O'REILLYS AUTO PARTS	3009-BATTERY	\$105.84
1257-173976	0	229833	7304	O'REILLYS AUTO PARTS	B#1320-BATTERY	\$105.84
1257-173855	0	229762	7304	O'REILLYS AUTO PARTS	BATTERY TESTER/STREETS	\$44.99
1257-173907	0	229760	7304	O'REILLYS AUTO PARTS	BRAKE PADS/SHOP	\$23.74
1257-175047	0	230076	7304	O'REILLYS AUTO PARTS	BRAKE SHOES REAR TRUCK 830	\$36.18

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
1257-173372	0	229757	7304	O'REILLYS AUTO PARTS	CLEANING SUPPLIES/SHOP	\$17.68
1257-174709	0	229843	7304	O'REILLYS AUTO PARTS	CREDIT	\$-18.67
1257-173500	0	229538	7304	O'REILLYS AUTO PARTS	FUSES,WIRE CONNECTORS	\$42.98
1257-173482	0	229756	7304	O'REILLYS AUTO PARTS	HEATER HOSE/CONNECTOR-SHOP	\$7.43
1257-109932	0	229764	7304	O'REILLYS AUTO PARTS	HYDRAULIC FITTINGS/STREETS	\$28.76
1257-173297	0	229758	7304	O'REILLYS AUTO PARTS	OIL FILTER/SHOP	\$5.54
1257-173455	0	229755	7304	O'REILLYS AUTO PARTS	RADIATOR HOSE/RETURN	\$-33.25
1257-173445	0	229754	7304	O'REILLYS AUTO PARTS	RADIATOR HOSE/SHOP	\$33.25
1257-174000	0	229623	7304	O'REILLYS AUTO PARTS	RESPIRATOR	\$18.44
1257-174305	0	229768	7304	O'REILLYS AUTO PARTS	TRAILER HITCH RETURN/STREETS	\$-190.98
1257-174125	0	229771	7304	O'REILLYS AUTO PARTS	TRAILER HITCH/STREETS	\$203.97
1791-316767	0	229677	7304	O'REILLYS AUTO PARTS	TRAVEL TRAINING VEHICLE OIL	\$15.96
1257-174033	0	229766	7304	O'REILLYS AUTO PARTS	WIRING LIGHT KIT/STREETS	\$25.77
102414	0	229601	21257	ODOM JEFF	OCT 24, 2014 SP PROSECUTOR	\$200.00
731427671001	0	229569	7600	OFFICE DEPOT	730713090001 INVOICE CREDIT	\$-47.18
735278464001	0	229605	7600	OFFICE DEPOT	GEL WRIST MOUSE PADS	\$22.88
73527834001	0	229606	7600	OFFICE DEPOT	HD STAPLES,PLANNER REFILL	\$41.86
735278465001	0	229608	7600	OFFICE DEPOT	LARGE ENVELOPES	\$15.29
734078346001	0	229553	7600	OFFICE DEPOT	OFFICE SUPPLIES	\$10.60
733801822001	0	229554	7600	OFFICE DEPOT	OFFICE SUPPLIES	\$83.55
734078509001	0	229552	7600	OFFICE DEPOT	OFFICE SUPPLIES	\$132.05
735070985001	0	229668	7600	OFFICE DEPOT	OFFICE SUPPLIES/TONER-BLDG	\$287.97

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
1723198274	0	229529	7600	OFFICE DEPOT	PRINTER	\$107.18
733827386001	0	229528	7600	OFFICE DEPOT	STAPLES,PENS,TAPE,CORR FLUID	\$84.62
735278466001	0	229607	7600	OFFICE DEPOT	STORAGE BINDERS	\$11.43
734663027001	0	229891	7600	OFFICE DEPOT	TONER - MULTIPLE DEPT'S	\$678.54
3149	0	229749	22372	OVERALL CHEMICAL COM	CITY HALL/CLEANING	\$680.00
3155	0	229752	22372	OVERALL CHEMICAL COM	CITY HALL/CLEANING	\$680.00
3148	0	229748	22372	OVERALL CHEMICAL COM	COURT/CLEANING	\$290.00
3154	0	229751	22372	OVERALL CHEMICAL COM	COURT/CLEANING	\$290.00
3153	0	229753	22372	OVERALL CHEMICAL COM	TENNIS COMPLEX/CLEANING	\$100.00
3147	0	229750	22372	OVERALL CHEMICAL COM	TENNIS COURT/CLEANING	\$100.00
305320	0	229575	539	OVERHEAD DOOR CO MEM	STATION 1 DOOR	\$239.00
102214	0	229522	17731	OWENS ELIZABETH	OCT 22, 2014 SP PROSECUTOR	\$200.00
14315	0	229672	22508	OZONE SOLUTIONS	EBOLA OZONE GENERATOR	\$1,507.50
57806773	122459	229487	7504	PAETEC	PHONE SERVICES - CITY HALL	\$1,535.21
57823286	122484	229588	7504	PAETEC	PHONE SERVICES - COURT	\$669.79
57816478	122494	230033	7504	PAETEC	PHONE SERVICES - POLICE	\$589.03
260649	0	229779	983	PARAMOUNT UNIFORMS R	BLDG. DEPT. UNIFORM SERVICE	\$6.53
0259308	0	229951	983	PARAMOUNT UNIFORMS R	GOLF UNIFORMS	\$36.06
0258942	0	229765	983	PARAMOUNT UNIFORMS R	MATERIALS FOR BLDG.	\$5.00
0260257	0	229763	983	PARAMOUNT UNIFORMS R	MATERIALS. BLDG.	\$5.00
0259611	0	229943	983	PARAMOUNT UNIFORMS R	PARK UNIFORMS	\$324.89
0259623	0	229928	983	PARAMOUNT UNIFORMS R	SLATE MATS	\$38.00

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
258943	0	229628	983	PARAMOUNT UNIFORMS R	UNIFORMS	\$157.64
260258	0	229697	983	PARAMOUNT UNIFORMS R	UNIFORMS	\$157.64
259336	0	229630	983	PARAMOUNT UNIFORMS R	UNIFORMS/BLDG	\$6.53
258295	0	229636	983	PARAMOUNT UNIFORMS R	UNIFORMS/PARKS	\$321.90
258944	0	229745	983	PARAMOUNT UNIFORMS R	UNIFORMS/SANITATION	\$27.78
260259	0	229746	983	PARAMOUNT UNIFORMS R	UNIFORMS/SANITATION	\$27.78
260260	0	229747	983	PARAMOUNT UNIFORMS R	UNIFORMS/STREETS	\$98.92
258945	0	229744	983	PARAMOUNT UNIFORMS R	UNIFORMS/STREETS	\$113.91
71637	0	229950	7885	PAULSEN PRINTING COM	PUTT PUTT SCORE CARDS	\$493.00
7646	0	229695	615	PAYNES LOCKSMITH SER	CUSTOM DOOR/COLLEGE RD WTP	\$1,345.00
7647	0	229846	615	PAYNES LOCKSMITH SER	OFFICE KEYS/BATTERY PACKS AT SPD	\$182.74
7648	0	230117	615	PAYNES LOCKSMITH SER	TCHULAHOMA LIFT STATION/DIGITAL LEVERSET	\$886.29
102814B	0	229964	22507	PHILLIPS HENRY	FOOTBALL UMPIRE	\$120.00
6972855	0	229912	971	PITNEY BOWES	SPD - POSTAGE MACHINE	\$150.00
15462	0	229533	239	QUALITY LANDSCAPE &	1 PALLET/ZOYSIA	\$275.00
2015-553	0	229740	233	QUARLES FIRE PROTEC	ARENA/SPRINKLER INSP	\$200.00
2015-549	0	229738	233	QUARLES FIRE PROTEC	COURT BLDG/SPRINKLER INSP	\$150.00
2015-555	0	229742	233	QUARLES FIRE PROTEC	LIBRARY/SPRINKLER INSP	\$250.00
2015-554	0	229739	233	QUARLES FIRE PROTEC	PARKS & REC/SPRINKLER INSP	\$300.00
2015-548	0	229743	233	QUARLES FIRE PROTEC	PD/SPRINKLER INSP	\$150.00
2015-564	0	230073	233	QUARLES FIRE PROTEC	SPRINKLER INSPECTION	\$500.00
2015-551	0	229741	233	QUARLES FIRE PROTEC	UTILITY MNT/SPRINKLER INSP	\$150.00

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
2015-550	0	229737	233	QUARLES FIRE PROTEC	WIN JOB CTR/SPRINKLER INSP	\$150.00
701457	0	229616	19150	REGIONS EQUIPMENT FI	VEHICLES/PD	\$6,506.24
120641	0	229932	10865	RELIABLE EQUIPMENT	CARB ASSY. GATORLINE	\$202.33
27587	43387	229725	22072	RENASANT BANK	PAYOFF OF LOAN #1788630-1	\$449,153.87
102814B	0	229965	8915	RUCKER JOSEPH M	FOOTBALL UMPIRE	\$60.00
407551	0	229773	22506	S E S	COMM SYS REPAIRS/SECURITY	\$677.00
310251	0	229526	294	SAFETY-QUIP	GOLF COURSE TOILETS	\$103.00
310252	0	229536	294	SAFETY-QUIP	TENNIS CENTER TOILET	\$71.00
310250	0	229527	294	SAFETY-QUIP	TOILET RENTAL/CENTRAL PARK	\$182.00
004092	0	230127	1361	SAM'S CLUB DIRECT	CANDY, TOWELS	\$441.80
003279	0	230128	1361	SAM'S CLUB DIRECT	SUPPLIES	\$21.34
001380	0	230123	1361	SAM'S CLUB DIRECT	SUPPLIES	\$25.14
003279A	0	230129	1361	SAM'S CLUB DIRECT	SUPPLIES	\$33.52
009903	0	230131	1361	SAM'S CLUB DIRECT	SUPPLIES	\$43.35
003402	0	230135	1361	SAM'S CLUB DIRECT	SUPPLIES	\$55.36
009949	0	230141	1361	SAM'S CLUB DIRECT	SUPPLIES	\$58.68
009903A	0	230132	1361	SAM'S CLUB DIRECT	SUPPLIES	\$78.26
008713	0	230136	1361	SAM'S CLUB DIRECT	SUPPLIES	\$81.89
003279B	0	230130	1361	SAM'S CLUB DIRECT	SUPPLIES	\$91.96
000507	0	230138	1361	SAM'S CLUB DIRECT	SUPPLIES	\$98.70
002624	0	230137	1361	SAM'S CLUB DIRECT	SUPPLIES	\$105.67
001380A	0	230124	1361	SAM'S CLUB DIRECT	SUPPLIES	\$115.69

<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>
002037	0	230133	1361	SAM'S CLUB DIRECT	SUPPLIES	\$119.48
009318	0	230126	1361	SAM'S CLUB DIRECT	SUPPLIES	\$124.73
000750	0	230140	1361	SAM'S CLUB DIRECT	SUPPLIES	\$127.04
000526	0	230139	1361	SAM'S CLUB DIRECT	SUPPLIES	\$155.46
002560	0	230125	1361	SAM'S CLUB DIRECT	SUPPLIES	\$202.58
001496	0	230134	1361	SAM'S CLUB DIRECT	SUPPLIES	\$258.86
220394	0	229914	339	SAYLE OIL CO INC	GOLF COURSE	\$1,134.76
221280	0	229674	339	SAYLE OIL CO INC	WHITE GAS	\$267.14
6183	0	229561	22224	SECTC	BLS CARDS	\$42.00
6182	0	229559	22224	SECTC	BLS CARDS	\$70.00
6184	0	229560	22224	SECTC	BLS CARDS	\$70.00
471148	0	229899	387	SHAPIRO UNIFORMS	ABEL, JACOB NH ALLOT	\$337.55
471149	0	229900	387	SHAPIRO UNIFORMS	ABEL, JACOB NH ALLOT.	\$19.90
471068	0	229896	387	SHAPIRO UNIFORMS	RYAN, NATHAN N/H ALLOT	\$19.90
471117	0	229897	387	SHAPIRO UNIFORMS	RYAN, NATHAN NH ALLOT.	\$177.85
1196-6	0	229832	1104	SHERWIN WILLIAMS SOU	CID- DET. ROSENBERG	\$58.07
904-4	0	229686	1104	SHERWIN WILLIAMS SOU	LIFT STATION REHAB/PAINT	\$258.93
1257-6	0	229937	1104	SHERWIN WILLIAMS SOU	PAINT FOR ARENA	\$8.14
1241-0	0	229944	1104	SHERWIN WILLIAMS SOU	PAINT FOR ARENA	\$31.89
1278-2	0	229938	1104	SHERWIN WILLIAMS SOU	PAINT FOR ARENA	\$37.66
1045-5	0	229915	1104	SHERWIN WILLIAMS SOU	PAINT FOR ARENA	\$273.08
964-8	0	229685	1104	SHERWIN WILLIAMS SOU	PAINT/LIFT STATION REHAB	\$87.70

<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>
3603-0	0	230119	1104	SHERWIN WILLIAMS SOU	PAINT/WATAER PLANTS	\$354.90
4461678	0	230072	19345	SIEMENS PUBLIC, INC	SBT ENERGY SAVINGS EQUIPMENT	\$21,152.94
90561	0	229639	611	SIGNS & STUFF	TECH/ARENA LED LIGHTS	\$255.00
101814	0	229908	14661	SIMS FRED	2014 EASTERN LAWFIT CHALLENGE,	\$230.00
102814B	0	229966	9136	SINQUEFIELD MURRAY	VIRGINIA BCH, VA FOOTBALL UMPIRE	\$280.00
102814B	0	229967	975	SMITH BILLY K	FOOTBALL UMPIRE	\$270.00
121-14	0	229922	17200	SMITH JOYCE W	YOGA INSTRUCTOR	\$50.00
SHP-200	0	229840	1101	SNAPPY WINDSHIELD	G64200-WINDSHIELD	\$45.00
90649488	0	229705	1161	SOUTHAVEN CHAMBER OF	NOV 2014 CONTRIBUTION	\$7,083.37
141845	0	229767	1102	SOUTHAVEN SUPPLY	CLEANING SUPPLIES	\$31.48
141717	0	229858	1102	SOUTHAVEN SUPPLY	HALLOWEEN - SPD	\$91.06
141645	0	229687	1102	SOUTHAVEN SUPPLY	MISC SUPPLIES	\$613.75
140784	0	229557	1102	SOUTHAVEN SUPPLY	PUMP SPRAYER	\$15.07
141869	0	229598	1102	SOUTHAVEN SUPPLY	VENT/EBOLA MACHINE DETOX	\$12.36
14785	0	229688	14403	SOUTHEASTERN SECURIT	REAVES/APP PROFILE	\$18.50
211-02549	0	229521	10235	SPORTSMAN'S WAREHOUS	SERV TECH WINTER JACKETS	\$294.46
102214	0	229613	6885	STEGALL NOTARY SERVI	RENEE HAVENS NOTARY RENEWAL	\$101.50
4005154993	0	229666	801	STERICYCLE INC	EMS WASTE BIN REMOVAL	\$785.09
102714	0	229955	6653	STRIBLING KEITH	SOFTBALL UMPIRE	\$212.50
102814B	0	229968	13794	STRICKLAND ERIK RYAN	FOOTBALL UMPIRE	\$350.00
10415	0	229732	5938	T & B TRUCK REPAIR	REPAIR FOR GARBAGE TRUCK	\$2,602.06
4262B	0	229910	6877	TACTGEAR INC	DUTY HOLSTERS/MAG POUCHES FOR	\$2,952.24

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
4264	0	229860	6877	TACTGEAR INC	WHEELER, JERALD 2015 ALLOT	\$199.82
03924	0	229913	719	TDL CONTRACTORS OMC	GREENBROOK PARK SHOP & PAVILION	\$51,286.70
467200	0	229692	5329	TENCARVA MACHINERY C	FLOAT/TRINITY LAKES WWTP	\$46.07
467187	0	229693	5329	TENCARVA MACHINERY C	PUMP/TRINITY LAKES WWTP	\$2,477.00
3881QB	0	229736	9591	TRI FIRMA	4956 ROSEBROOK	\$678.73
3870QB	0	229734	9591	TRI FIRMA	ANTLER TRAIL & RUSSUM	\$558.53
3875QB	0	229682	9591	TRI FIRMA	INTERSECTION LIGHT SIGNAL PAINTING	\$5,181.13
TC4251	0	230068	469	TRI-STAR COMPANIES,	HVAC SERVICES	\$140.00
TC4241	0	230070	469	TRI-STAR COMPANIES,	HVAC SERVICES	\$1,585.02
S3934639	0	229730	469	TRI-STAR COMPANIES,	UTILITIES RTU 8/HVAC SERVICES	\$260.00
102714	0	229954	2857	TURNER DALE	SOFTBALL UMPIRE	\$255.00
1410	0	229698	20951	TWO GIRLS AND A BROO	OCT/14 PEPPERCHASE OFFICE CLEANING	\$585.00
025-108221	0	229667	952	TYLER TECHNOLOGIES	CITATION/WARRANT INTERFACE MNT	\$2,025.85
252776	0	229872	1114	UNION AUTO PARTS	3090-BRAKE/SHOE KIT	\$90.27
252758	0	229873	1114	UNION AUTO PARTS	3090-PAD KIT	\$43.06
260817	0	230066	1114	UNION AUTO PARTS	MATERIALS FOR SHOP	\$203.16
259246	0	229884	1114	UNION AUTO PARTS	OIL FOR SHOP	\$155.52
257408	0	229859	1114	UNION AUTO PARTS	WASHER FLUID SHOP	\$8.70
111214	0	229654	2722	UNIVERSITY OF TENNES	DARREN HILLIE REG	\$275.00
76229	0	229733	16517	UPCHURCH SERVICES, L	COMPLEX D/HVAC SERVICES-LABOR	\$70.00
76229-1	0	229729	16517	UPCHURCH SERVICES, L	COMPLEX-D/HVAC SERVICES-MATERIALS	\$69.12
14009-A5	0	229566	5831	URBAN ARCH ASSOC	GRBRK PK GIFT SHP/CKING PAV-PKS DESIGN	\$500.00

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
14034-A1	0	229563	5831	URBAN ARCH ASSOC	SHVN SR CTR @ PKS BLDG DESIGN	\$3,400.00
14015-A4	0	229565	5831	URBAN ARCH ASSOC	SNOWDEN GR AMPTHTR STAGE ENCL-PKS DESIGN	\$750.00
14026-A2	0	229564	5831	URBAN ARCH ASSOC	SNOWDEN GR MSTR PLN UPDATE-PKS DESIGN	\$5,200.00
14035-A1	0	229562	5831	URBAN ARCH ASSOC	SNOWDEN GR PK MINI STADIUM DESIGN	\$3,000.00
9733488989	0	229609	1095	VERIZON WIRELESS	SPD AIRCARDS	\$2,720.68
9733130255	122460	229486	1095	VERIZON WIRELESS	CELL PHONES	\$3,098.91
218425	0	229690	21107	VERMEER MIDSOUTH INC	MATERIALS FOR COBBLESTONE LS	\$392.75
101614	0	229651	22511	VOLZ STEPHEN MICHAEL	CASH BOND REFUND	\$1,146.00
30765825	0	229618	2869	VULCAN CONSTRUCTION	CRUSHED LIMESTONE	\$3,550.40
38915	0	229627	11134	WHITFIELD	GREENBROOK WP MOTOR	\$98.80
38925	0	229728	11134	WHITFIELD	LIGHTS/COURT	\$251.48
38971	0	229931	11134	WHITFIELD	REPLACED SWITCH AT THE SPORTS CENTER	\$111.29
102814B	0	229969	976	WILLIAMS, TIM	FOOTBALL UMPIRE	\$160.00
102814B	0	229970	973	WINDSOR JEFF	FOOTBALL UMPIRE	\$120.00
102814B	0	229971	974	WINDSOR, JIM	FOOTBALL UMPIRE	\$595.00
102814	0	229804	19340	WINSTON TIMOTHY	SOCCER UMPIRE	\$40.00
102214	0	229573	22513	WRAY SAMANTHA KAYE	CASH BOND REFUND	\$7.00
102814	0	229847	14006	YOAKUM BRETT	2015 ALLOTMENT REIMB. FOR CLOTHING	\$600.00

**Total Invoices Paid on this Docket: \$2,356,175.75**

24.

## Executive Session