



**MEETING OF THE MAYOR AND BOARD OF ALDERMEN
SOUTHAVEN, MISSISSIPPI
CITY HALL
April 15, 2014
6:00 p.m.
AGENDA**

1. **Call To Order**
2. **Invocation**
3. **Pledge Of Allegiance**
4. **Approval Of Minutes: April 1, 2014**
5. **Resolution For Donation to the DeSoto County Economic Development Council Salute To Industry**
6. **Resolution for Revisions to Precious Metals Ordinance**
7. **Resolution for Revised Flood Damage Prevention and Control Ordinance**
8. **Stateline and Tchulahoma Road Improvements Change Order Request #2**
9. **Hurricane Creek Sewer Project – Phase 3 Bid Recommendation**
10. **Resolution for Emergency Expenditure**
11. **Approval to Advertise Hwy. 51 and Starlanding Pressure Sewer Relocation**
12. **Surplus Property – Utility Division**
13. **FY 14 Special Wave Grant Application for Southaven PD**
14. **Outlet Shops of Mid-South Public Improvement District**
15. **Planning Agenda:**
 - Item #1 Request for activation on the Carriage Hills Bike Path Project**
 - Item #2 Request to obligate city funds for the Carriage Hills Bike Path Project**
 - Item #3 Application by Jones Davis Engineering for subdivision approval on the southwest corner of Stateline Road and Airways Blvd.**
 - Item #4 Application by Ronnie Rowland for a Conditional Use Permit to allow an auto body repair shop to be located on Lot 1 of the Haywood Davis Subdivision**
 - Item #5 Application by Yogesh Purohit for a Conditional Use Permit to allow a LED reader board at 176 Goodman Road**
 - Item #6 Application by the City of Southaven to rezone approximately 5 acres of property on the east side of Getwell Road, north of May Blvd. from AG to C- 4**
16. **Mayor's Report**
17. **Citizen's Agenda:**
 - Barry Moore**
 - Don Daniels**
 - Donna Wadford**
 - Anthony Hicks**
 - Marcus Bridgeforth**
18. **Personnel Docket**
19. **Committee Reports**

- 20. City Attorney's Legal Update**
- 21. Old Business**
- 22. Claims Docket**
- 23. Executive Session: Litigation
Potential Litigation**

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

Minutes, City of Southaven, Southaven, Mississippi

MINUTES OF THE REGULAR MEETING OF April 1, 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 1st day of April, 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, Andrea Mullen, Assistant City Clerk and Nick Manley, City Attorney. Approximately seventy-five (75) other people were present.

Mayor Musselwhite called the meeting to order. Alderman Gallagher led in prayer, followed by the Pledge of Allegiance led by Alderman Ferguson. Next, a motion was made by Alderman Payne to approve the minutes of the regular meeting of March 18, 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.

UTILITY SOLE SOURCE – ROCKWELL AUTOMATION

Ray Humphrey, Utilities Director, presented this item to the Board. Mr. Humphrey stated that the Utilities Department is in need of upgrading their SCADA software and requested approval to use Rockwell Automation, a Sole Source Provider for the Memphis Metropolitan area. Alderman Beshears made the motion to approve Rockwell Automation as a Sole Source Provider. Motion was seconded by Alderman Payne. Motion was put to vote and passed unanimously.

A copy of the Sole Source letter is attached to these minutes.

CONTRACT AMENDMENT WITH BLC

Nick Manley, City Attorney, presented this item to the Board. Mr. Manley stated that BLC was awarded the contract to cut the Police and Fire Training Facility last year and this request is an amendment to the existing agreement to allow for the cuttings and mowing to continue effective April 2, 2014. Mr. Manley further stated that the cost will remain \$925.00 per occurrence to cut and mow. Alderman

Minutes, City of Southaven, Southaven, Mississippi

Brooks made the motion to approve the amended contract. Motion was seconded by Alderman Gallagher. Motion was put to vote and passed unanimously.

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

PYROFIRE CONTRACT FOR DIZZY DEAN

Nick Manley, City Attorney, presented this item to the Board. Mr. Manley stated that the contract with Pyro Fire Displays is for the firework display at the Dizzy Dean World Series opening and closing events. Mr. Manley stated that the total cost will be \$4,980.00, below the \$5,000.00 purchasing guidelines. Alderman Flores made the motion to approve the contract and allow the Mayor to sign. Motion was seconded by Alderman Payne. Motion was put to vote and passed unanimously.

A copy of the contract is attached to these minutes.

C-SPIRE LEASE AT SNOWDEN GROVE

Nick Manley, City Attorney, presented this item to the Board. Mr. Manley stated that the C-Spire lease agreement is for a temporary communications tower at Snowden Grove to provide telecommunications service to wireless communications devices during Dizzy Dean World Series and summer concerts. Alderman Brooks made the motion to approve the lease. Motion was seconded by Alderman Payne. Motion was put to vote and passed unanimously.

A copy of the C-Spire lease is attached to these minutes.

RESOLUTION FOR CAPITAL PARK PROJECTS TO BE FUNDED BY PENNY FOR YOUR PARKS PROCEEDS

The Mayor and Board of Aldermen of the City of Southaven, Mississippi (the "City"), took up the matter of establishing the Capital Projects ("Projects") to be funded by the "Penny for Parks" tax, authorizing the City to levy an additional one percent (1%) sales tax from the gross income of restaurants within the City limits for the promotion of the City through its parks and recreation, which was originally passed pursuant to HB 1462 and then extended for additional three (3) years until July 1, 2017 pursuant to SB 2925 (collectively the "tax") as signed by the Governor of Mississippi on March 24, 2017. After full discussion of the subject, Aldermen Payne offered and moved the adoption of the following resolution.

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI SETTING FORTH THE CAPITAL PROJECTS TO BE FUNDED BY THE PROCEEDS OF THE TAX AS AUTHORIZED BY SB 2925 WHICH PROJECTS SHALL BE FOR THE PROMOTION OF SOUTHAVEN TOURISM, PARKS AND RECREATION.

WHEREAS, the Mayor and Board of Aldermen ("Governing Body") of the City hereby find, determine and declare as follows:

Minutes, City of Southaven, Southaven, Mississippi

1. For the benefit of the people of the City, the City hereby desires to officially adopt the Projects as set forth in Exhibit A that shall be funded by the tax as the City finds that these Projects will promote tourism in the City and enhance the City by upgrading the parks and recreation located in the City; and

2. The City also notes that previously, referendums were held on October 5, 2010 and October 4, 2011 by the City whereby the Citizens of the City did overwhelming approve the measure authorizing the City to levy the additional 1% sales tax on the gross revenues of the restaurants within the City; and

3. Based on the desire of the citizens of the City as evidenced by the previous referendums and the City's desire to increase tourism and promote parks and recreation within the City, the hereby officially adopts the Projects as set forth in Exhibit A as those Projects which shall be funded by the tax.

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

SECTION 1. The Governing Body of the City hereby adopts those Projects in Exhibit A as the Projects that shall be funded by the tax.

SECTION 2. The Governing Body of the City shall have the authority to include other projects not currently listed in Exhibit A or alter the priority and order of the Projects in Exhibit A to better promote the City's tourism and parks and recreation.

SECTION 3. The Governing Body of the City notes that while the tax shall be used to fund those Projects listed in Exhibit A, nothing shall prohibit the City from using any other legal source of funding to fund the Projects.

SECTION 4. That the Mayor or his designee is directed to effectuate the intent of this Resolution.

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

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

RESOLVED AND DONE, this 1st day of April, 2014.

DARREN MUSSELWHITE, MAYOR

ATTEST:

ASSISTANT CITY CLERK

Minutes, City of Southaven, Southaven, Mississippi

RESOLUTION FOR LEASE DONATION OF SNOWDEN GROVE TO RELAY FOR LIFE

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI FOR LEASE DONATION OF SOUTHAVEN SNOWDEN GROVE TO MISSISSIPPI RELAY FOR LIFE OF DESOTO COUNTY FOR FUNDRAISER ON MAY 9, 2014

WHEREAS, 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 Snowden Grove Home and Track Area ("Snowden Grove") to Mississippi Relay for Life of Desoto County ("Relay") on May 9, 2014; and

WHEREAS, the City has control of Snowden Grove and has the authority under the City's Rental Policy and Mississippi Code to donate use of Snowden Grove to Relay as it a non-profit entity as represented in its application to the City and it will use Snowden Grove to host a relay race which will benefit the American Cancer Society; and

WHEREAS, the City finds that Relay's mission and purpose for this specific relay fundraiser at Snowden Grove is consistent with the mandates of Mississippi Code Section 21-17-1(3)(b)(ii) and 21-19-65 and allows Relay to utilize Snowden Grove via an in-kind donation of the lease from the City; and

WHEREAS, the City finds that Relay will raise funds at the May 9, 2014 fundraiser that will match or exceed the in-kind donation of Snowden Grove provided by the City pursuant to Mississippi Code Section 21-19-65; and

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

SECTION 5. Pursuant to Mississippi Code 21-17-1(3) (b)(ii) and 21-19-65, the Governing Body of the City hereby donates Snowden Grove to Relay on May 9, 2014 or any mutual agreeable date after May 9, 2014 to assist with the fundraiser, which fundraiser will raise funds which exceed the in-kind donation of the City, and to assist the efforts of the fundraiser to benefit the American Cancer Society for the advancement of the moral interest of the City.

SECTION 6. Pursuant to Mississippi Code 17-3-3, the City also desires to advertise its City Facilities, including the Center, and desires to advance the moral interest of the City by allowing the Center to be used by Relay for the relay fundraiser based on the purposes of the fundraiser.

SECTION 7. On behalf of the City, the Mayor or his designee is directed to take all actions to effectuate this Resolution.

Minutes, City of Southaven, Southaven, Mississippi

REMAINDER OF PAGE LEFT BLANK

Following the reading of the foregoing resolution, Alderman Brooks made the motion to adopt the Resolution 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:

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

RESOLVED AND DONE, this 1st day of April, 2014.

DARREN MUSSELWHITE, MAYOR

ATTEST:

CITY CLERK'S OFFICE

RESOLUTION FOR LEASE DONATION OF SNOWDEN HOUSE TO TUNICA HUMANE SOCIETY

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI FOR LEASE DONATION OF SOUTHAVEN SNOWDEN HOUSE TO TUNICA HUMANE SOCIETY ON OCTOBER 4, 2014

WHEREAS, 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 Snowden House ("House") to the Tunica Humane Society ("Society") on October 4, 2014; and

WHEREAS, the City has control of Snowden Grove and has the authority under the City's Rental Policy to donate use of the House to the Society as it a non-profit entity as represented in its application to the City and the Society will use the House to host a fundraiser which will benefit the Tunica Humane Society; and

WHEREAS, the City finds that Society's mission and purpose for this specific fundraiser at the House on October 4th is consistent with the mandates of

Minutes, City of Southaven, Southaven, Mississippi

Mississippi Code Section 21-17-1(3)(b)(ii) and 21-19-65 and allows the Society to utilize via an in-kind donation of the lease from the City; and

WHEREAS, the City finds that the Society will raise funds at the October 4 fundraiser that will match or exceed the in-kind donation of the House provided by the City pursuant to Mississippi Code Section 21-19-65; and

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

SECTION 8. Pursuant to Mississippi Code 21-17-1(3)(b)(ii) and 21-19-65, the Governing Body of the City hereby donates the House to the Society on October 4, 2014 to assist with the fundraiser, which fundraiser will raise funds which exceed the in-kind donation of the City, and to assist the efforts of the fundraiser to benefit the Tunica Humane Society.

SECTION 9. Pursuant to Mississippi Code 17-3-3, the City also desires to advertise its City Facilities, including the House, and desires to advance the moral interest of the City by allowing the House to be used by the Society for the fundraiser based on the purposes of the fundraiser.

SECTION 10. On behalf of the City, the Mayor or his designee is directed to take all actions to effectuate this Resolution.

REMAINDER OF PAGE LEFT BLANK

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

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

RESOLVED AND DONE, this 1st day of April, 2014.

DARREN MUSSELWHITE, MAYOR

ATTEST:

CITY CLERK'S OFFICE

Minutes, City of Southaven, Southaven, Mississippi

SUMMIT MMA LEASE FOR ARENA

Nick Manley, City Attorney, presented this item to the Board. Mr. Manley stated that this is a request to approve the lease for the MMA event at the Arena on April 11th – 13th with Jamie Houston of Summit Fighting Championships and to approve a variance to sell alcohol. Alderman Payne made the motion to approve the lease and the variance. Motion was seconded by Alderman Flores. Motion was put to vote and passed unanimously.

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

SURPLUS PROPERTY – OFFICE OF PUBLIC WORKS & FACILITIES

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

WHEREAS, the City of Southaven Public Works Department is presently in possession of a vehicle, 2001 Freightliner FL-70, VIN 1FVABUCS12HJ48525 ("Vehicle"), which is inoperable; 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 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 is hereby declared as surplus property.
2. The City Clerk, or her designee, is hereby authorized and directed to follow Mississippi Code 17-25-25 for the disposition of the Vehicle.

Motion was made by Alderman Brooks and seconded by Alderman Beshears for the adoption of the above and foregoing Resolution, and the question

Minutes, City of Southaven, Southaven, Mississippi

being put to a roll call vote, the result was as follows:

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

RESOLVED AND DONE, this 1st day of April, 2014.

Darren Musselwhite, MAYOR

ATTEST:

CITY CLERK'S OFFICE

A copy of the request to surplus property from Bradley Wallace is attached to these minutes.

TRAFFIC SAFETY GRANT

Lieutenant Greg Smorowski presented this item to the Board. Lieutenant Smorowski stated that this grant is made available through the Mississippi Office of Highway Safety and is solely to fund overtime. Lieutenant Smorowski further stated that the reason for the grant is to help decrease injuries from motor vehicle crashes through awareness and enforcement of seat belts and child safety restraints. Lieutenant Smorowski requested permission to apply for the grant in the amount of \$15,000.00. A motion was made by Alderman Flores to approve the request. Motion was seconded by Alderman Ferguson. Motion was put to vote and passed unanimously.

A copy of the Grant Application is attached to these minutes.

Minutes, City of Southaven, Southaven, Mississippi

MAYOR'S YOUTH COUNCIL

Mayor Musselwhite stated that a Mayor's Youth Council has recently been formed and they are in the process of getting them more involved in the City. Tim Gardner, a sponsor for the MYC and a teacher at Southaven High School, stated that this will be the first year for students to graduate that have gone through all four years as a member of the MYC. Mr. Gardner thanked the Board for facilitating the Council and stated that his goal was for the students to learn civic responsibility and pride. Mr. Gardner reported that for the past four (4) years, they have represented the City at the Martin Luther King Day Unity Walk around Snowden Grove, cleaned up around Stateline Road from Swinnea to Getwell, represented the City at the MML Youth Summit, volunteered at the House of Grace to sort clothing donations, helped with the Fire Safety Day at the Arena in October, volunteered at the nursing home and played games with the Senior Citizens, attended the Veteran's Day Luncheon, and learned fire arm safety at the gun range with the Police Department. Mr. Gardner further stated that the students learned a great deal at the MML Youth Summit and thanked the Board for giving them the opportunity to attend. Peyton Kyle, a Senior on the MYC, shared that some of the highlights from the Youth Summit trip were having the opportunity to donate over one hundred (100) cans of food that were given to food pantries across Mississippi, the opportunity to tour the MSU campus allowing them to see what a college campus looks like and allowed them to participate in breakout sessions about college preparation, consequences of their decisions, and how they could better manage their MYC. Mr. Kyle closed by expressing his great appreciation for the opportunity to attend the Youth Summit.

PLANNING AGENDA

None

MAYOR'S REPORT

Mayor Musselwhite reported that House Bill 787 passed on March 31, 2014 and stated that this is State bond appropriations in the amount of \$250,000.00 that have been allocated specifically for improvements at Snowden Grove Park. Mayor Musselwhite also expressed his appreciation to all of our Desoto County Legislatures for making this happen for us and specially recognized Representative Wanda Jennings for all of her creativity and encouraged others when they see her to thank her as well.

Mayor Musselwhite stated that pursuant to Miss Code 21-35-19 and for the preservation of the peace and safety of the City Citizens, an emergency purchase is required. Mayor Musselwhite stated that the existing emergency generator that provides back-up electrical service for the Southaven Police Department has proven to be unreliable to support public safety. Mayor Musselwhite stated that the current generator is the same one that came with the building when it was originally built and they cannot afford to have it fail. Mayor Musselwhite further stated that he has authorized an emergency purchase of \$83,015.50 for a new generator to eliminate any public safety hazards. There were not any objections from the Board.

Minutes, City of Southaven, Southaven, Mississippi

Mayor Musselwhite reported that an additional day has been added to Springfest this year and will run from Tuesday, April 22nd to Saturday, April 26th. Mayor Musselwhite expressed great appreciation to Kristi Faulkner for all of her hard work in organizing the festival. Mayor Musselwhite stated that there is a World Food Championship that consists of nine (9) divisions, one of which is for BBQ and that the winner of the Springfest BBQ contest would automatically be entered into the World Food Championship. Mayor Musselwhite expressed that Springfest is significant in that it is known Nationwide.

Mayor Musselwhite stated that we just received our FY 2013 Audit and that it was reported back that this was one of the cleanest audits the City of Southaven has received in twelve (12) years. Mayor Musselwhite expressed his appreciation to Chris Wilson, City Administrator, Edith McWain, Finance Director, and Lutisha Cox, Finance Officer, for all of their hard work and extra time spent on this Audit. Chris Wilson stated that they prepared a CAFR report that varies from the annual audit and includes not only the FY 2013 Audit, but statistical and historical analysis over the last ten years. Mr. Wilson stated that once the Board adopts the audit, it will be sent to the State Auditor's Office, Bond Councils, Regulatory Agencies, and will be made available to the Public. Mr. Wilson further stated that this is a strong audit and contains years of internal policy improvements. Mr. Wilson reported that the auditors found no significant deficiencies and no material weaknesses. Alderman Flores expressed that he was impressed with Mr. Wilson's, Mrs. Mcwain's, and Ms. Cox's hard work and that this is the fastest he has ever seen a CAFR returned in the financial world. Chris Wilson then stated that they submitted the Audit to GFOA (Government Financial Officers Association) for consideration of an Award of Excellence in Financial Reporting and hopes to be reporting back on that soon. A motion was made by Alderman Flores to accept the 2013 FY Audit. Motion was seconded by Alderman Gallagher.

Motion was put to vote:

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 this 1st day of April, 2014.

Mayor Musselwhite stated that people have asked why the City has not adopted an ordinance to ban smoking in restaurants and public buildings. Mayor Musselwhite said that his opinion on this issue is that he thinks that it is important that it not become an issue of smokers vs. non-smokers as this decision has nothing to do with a personal decision to use or not use tobacco. Mayor Musselwhite stated that he is a Conservative Republican who believes in small government and the free enterprise system, however, we have an obligation to do

Minutes, City of Southaven, Southaven, Mississippi

what is best for the greater good of the people and because of medical facts that we now have about the health risks associated with second hand smoke, this transcends a private business decision and becomes a public safety issue. Mayor Musselwhite said that his other concern is the City's image as it relates to future Economic Development and that in 2014 companies were looking for quality of life for their employees. Mayor Musselwhite further stated that Cities with a healthier image have an advantage of attracting new business and that some financial grants such as the Healthy Home Town Grant by BCBS Insurance requires a smoke free ordinance to make an application to qualify. Mayor Musselwhite said that he also believes this will help businesses as it will create a level playing field for competition in our market. Mayor Musselwhite then stated that it is for these reasons that he thinks it is in the best interest of the City of Southaven to adopt a smoke free ordinance that will ban smoking in restaurants and all other indoor work places and made the recommendation to the Board that they start reviewing model ordinances and those of other cities to determine the one that will best serve our people.

CITIZEN'S AGENDA: JILL MORRIS, BETTY TUBBERVILLE, AND TOM HOUSTON

Jill Morris applauded the Mayor for his forward thinking in regards to the smoke free ordinance and presented statistical data to assist with the decision making process to adopt this ordinance. A motion was made by Alderman Brooks to authorize Mayor Musselwhite, Nick Manley, City Attorney, and Chris Wilson, City Administrator, to gather smoke free model ordinances and organize an ordinance committee meeting to review the samples and prepare facts to report back to the Board. Motion was seconded by Alderman Gallagher. Motion was put to vote and passed unanimously.

Betty Tubberville approached the Board and asked why the flooding problem in Carriage Hills Subdivision is not the City's problem. Mayor Musselwhite stated that her subdivision is a private development and that it will take \$400,000.00 to correct the drainage problems and if the City took responsibility for every drainage problem in all private developments, no one would be able to afford their property taxes. Ms. Tubberville stated that the City should be responsible because the City approved it. Nick Manley stated that by the City approving her subdivision, the City cannot be held liable for every problem that arises. Mayor Musselwhite expressed his understanding and told Ms. Tubberville that the City had made application on her behalf with Civil Link to apply for Federal Funding to assist in correcting the drainage problems.

Tom Houston at 3150 Shady Oaks Drive in Summerwood stated that he did not have any issues with his septic system until the City hooked a line to his home in October 2013 and that his request for reimbursement of repair costs incurred was denied. Mr. Houston said that he hired a plumber to snake the line to be told that the problem was with the "T" and that he needed to contact the City to have it repaired. Mr. Houston then stated that once Public Works came out and replaced the "T" in February 2014, he did not have any further issues. Mayor Musselwhite stated that he would re-evaluate the situation with Board and get back to him.

PERSONNEL DOCKET

Minutes, City of Southaven, Southaven, Mississippi

Personnel
Docket
April 1, 2014

Payroll Additions	Position	Department	Start Date	Rate of Pay
Dylan Rutledge	Seasonal Laborer	Parks and Recreation - 411	March 17, 2014	\$8.00
Reginald Patterson	Seasonal Laborer	Parks and Recreation - 411	March 24, 2014	\$8.00

Payroll Adjustments	Previous Classification	New Classification	Effective Date	Proposed Rate of Pay
---------------------	-------------------------	--------------------	----------------	----------------------

Employee Name	Department	Action Taken	Effective Date	With/Without Pay
---------------	------------	--------------	----------------	------------------

Payroll Deletions	Position	Department	Termination Date	Rate of Pay
Susan Chaney	Administrative Assistant	Utilities Maintenance - 825	March 11, 2014	\$13.86
Justin Gamble	Seasonal Laborer	Parks and Recreation - 411	March 12, 2014	\$8.00
Terry Armstead	Laborer	Parks and Recreation - 411	March 13, 2014	\$10.25
Summer Posey	Concessions	Parks Tournaments - 412	March 27, 2014	\$7.25
Willie Blair	Concessions	Parks Tournaments - 412	March 27, 2014	\$7.25
William Dickson	Patrol Officer III	Police - 211	April 1, 2014	\$20.49
Jimmie Dickey	Lead Facility Operator	Utilities Maintenance - 825	April 9, 2014	\$22.63

COMMITTEE REPORTS

NONE

CITY ATTORNEY'S LEGAL UPDATE

Nick Manley, City Attorney, stated that it was assumed that in 1980 the City annexed the Greenbrook Water Tower Park when in fact the park was deeded over to the County. Mr. Manley stated that although the County owns this property the City has maintained it for all of these years. Mr. Manley stated that he has given all of the information needed to the County to convey the property to the City and they are ready to proceed with the intergovernmental transfer. Alderman Kelly made the motion to authorize Mr. Manley to file a quit claim in the Chancery Clerk's office. Motion was seconded by Alderman Beshears. Motion was put to vote and passed unanimously.

Minutes, City of Southaven, Southaven, Mississippi

Mr. Nick Manley stated that the precious metals ordinance is being revised and updated to bring it into compliance with the state law. Mr. Manley stated that when revised it will be brought before the Board for consideration.

OLD BUSINESS

Mayor Musselwhite stated that the Parks Department acquired bids for chemicals and fertilizer. Mike Mullins, Parks Director, said that BWI had the lowest and best bid of \$85,927.50. Alderman Flores made the motion to accept the bid. Motion was seconded by Alderman Ferguson. Motion was put to vote and passed unanimously.

Mayor Musselwhite stated that the Parks Department is in need of replacing the score boards due to functionality issues. Mayor Musselwhite commented that funds have been allocated for these improvements and that this is the only item on the 2014 expenditure list that will need to go out for bid. Alderman Brooks made the motion to authorize advertising for bids. Motion was seconded by Alderman Ferguson. Motion was put to vote and passed unanimously.

CLAIMS DOCKET

A motion was made by Alderman Payne to approve the Claims Docket of April 1, 2014, including demand checks and payroll in the amount of \$1,145,437.07. Motion was seconded by Alderman Brooks.

Excluding voucher numbers:

216804, 216827, 217133, 217134, 217135, 217172, 217173,
217174, 217177, 217178, 217179, 217196, 217224.

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 this the 1st day of April, 2014.

EXECUTIVE SESSION

No Executive Session

Minutes, City of Southaven, Southaven, Mississippi

There being no further business to come before the Board of Aldermen, a motion was made by Alderman Flores to adjourn. Motion was seconded by Alderman Gallagher. Motion was put to a vote and passed unanimously, April 1, 2014 at 7:35 p.m.

Darren Musselwhite, Mayor

City Clerk's Office
(Seal)

Minutes, City of Southaven, Southaven, Mississippi

Rockwell Automation
Memphis Branch Office
8000 Centerview Pky
Memphis, TN 38181
Cell: 205-332-7610

**Rockwell
Automation**

March 4, 2014, 2014

Ray Humphrey
City of Southaven
5813 Pepperchase Drive
Southaven, MS 38671

Subject: Rockwell Automation / Allen-Bradley Authorized distribution

Dear Mr. Humphrey

Thank you for your interest in Rockwell Automation products and services. Rockwell Automation has long defined our customer service and support policy by working with only one distributor in each market. Together we compete for business very effectively. The background of the single distributor in each market philosophy results in an improved customer service. In return for our support of only one distributor in a given geographical area, a distributor can heavily invest in Automation Specialist, provide them the necessary training and provide very high level support local support to our mutual customers.

IAC is our sole authorized distributor for the Memphis metropolitan area. This area includes the following counties in TN: Shelby, Fayette, Lauderdale, and Tipton, in AR: Clay, Craighead, Cross, Greene, Lawrence, Lee, Phillips, Poinsett, Randolph, Sharp, St. Francis, Mississippi, and Crittenden, in MS: Coahoma, DeSoto, Lafayette, Marshall, Panola, Quitman, Tate, Tunica, Grenada, Tallahatchie, and Yalobusha and we hope that the City of Southaven can recognize that they are the most effective source for Rockwell Automation/Allen-Bradley branded products. Advise if I can provide additional information.

Sincerely,

Michael Stephens
Channel Account Manager

Cc: Kay Elliot IAC

Rev. 8/98

 **Allen-Bradley**

Minutes, City of Southaven, Southaven, Mississippi

IAC
3150 Carrier St.
Memphis, TN 38116
(901) 345-7000



QUOTE

Sales Rep/In	ACK Date	Order #
sdm	03/21/14	539530-00
Sales Rep/Out	PO #	Page #
39		1

ust #: 100202

To: CITY OF SOUTHAVEN
5813 PEPPERCHASE DRIVE
C/O RAY HUMPHREY
SOUTHAVEN, MS 38671

Correspondence To: IAC
3150 Carrier St.
Memphis, TN 38116
(901) 345-7000

To: CITY OF SOUTHAVEN
5813 PEPPER CHASE DR
SOUTHAVEN, MS 38671

Instructions	Terms
	1% 10Day N30
Ship Point	Via
IAC Memphis	

Product and Description	Quantity Ordered	Quantity BO	Quantity Shipped	Quantity U/M	Unit Price	Amount (Net)
EMAIL ALL COPIES PACKLIST TO ROBERT GAINES						
ATB61259830712	16			EACH	6660.00	39960.00
9701-VWSB000AENE FT VIEW STATIO						
WIN-911						
WIN-911/ BASIC				each	1595.00	1595.00
WIN-911						
WIN-911/PRO-BD-PV				each	3690.00	3690.00

Lines Total Total 45245.00
Invoice Total 45245.00

FRT PPD + A&A

Dwney McBride
21 MAR 14

Minutes, City of Southaven, Southaven, Mississippi

SECOND AMENDEDMENT TO THE AGREEMENT BETWEEN CITY OF SOUTHAVEN AND BLC

This Second Amendment to the Agreement ("Amendment") between the City of Southaven ("City") and BLC is made and entered into on this the 1st day of April, 2014.

RECITALS

WHEREAS, BLC currently is the contractor for the City for condemned properties pursuant to Mississippi Code 21-19-11 and maintains and mows the right of ways for the utility department; and

WHEREAS, the City amended and ratified BLC's contract on September 3, 2013 for the aforementioned services; and

WHEREAS, the City desires to further amend the contract by adding an additional service to the contract of BLC; and

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

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

1. BLC's scope of services shall include the cutting and mowing of the approximately Fifty One (51) acres of the City's Fire and Police Training Facility located on the Southwest corner of Tulane Road and Stanton Drive. This shall also include the interior and exterior of the fence, along the north and east sides.
2. The cost of the work for such service provided by BLC shall be Nine Hundred Twenty Five Dollars and 00/100 (\$925.00) per occurrence.
3. All other provisions of the Original Agreement of April 12, 2013 and Amended Agreement of

Error! Unknown document property name.

Minutes, City of Southaven, Southaven, Mississippi

September 3, 2013 shall remain the same and in full force and effect.

IN WITNESS WHEREOF, the parties have entered and ratified this Agreement the 1st day of April, 2014.

CITY OF SOUTHAVEN, MISSISSIPPI

BLC



Darren Musselwhite, Mayor



Josh Bearden, Owner of BLC

Minutes, City of Southaven, Southaven, Mississippi

AMENDED AGREEMENT BETWEEN CITY OF SOUTHAVEN AND BLC

This AGREEMENT was made and entered into on April 12, 2013, by and between the CITY OF SOUTHAVEN, MISSISSIPPI, of 8710 Northwest Drive, Southaven, DeSoto County, Mississippi, hereinafter referred to as "CITY", and BLC, Southaven, DeSoto County, Mississippi, hereinafter referred to as "CONTRACTOR" and is hereby ratified and amended effective September 3, 2013.

RECITALS

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

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

WHEREAS, CITY desires to ratify and amend its contract with CONTRACTOR to clean private property declared by the Mayor and Board of Aldermen of CITY to be a menace to the public health and safety of the community and allow for CONTRACTOR to mow the sewer easements and other properties as specifically instructed by the CITY; and

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

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

Minutes, City of Southaven, Southaven, Mississippi

WHEREAS, the parties previously approved this Agreement and now would like to ratify the approval of the Agreement; and

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

SECTION ONE SCOPE OF WORK

CONTRACTOR shall clean such private properties or land by cutting grass, cutting weeds, filling cisterns, removing rubbish, dilapidated fences, outside toilets, dilapidated buildings and other debris, and draining cesspools and standing water therefrom and mow sewer easements or other properties as instructed by the CITY in an amount consistent with and with the equipment attached hereto as Exhibit A. CONTRACTOR shall provide all services set forth in CONTRACTOR'S response to the RFP as attached hereto as Exhibit A. CONTRACTOR shall provide its own equipment and materials necessary to clean such properties. The CITY reserves the right to modify areas, quantities, intervals and number of activities of work covered without penalty at the unit price provided for in this contract. In the event that the CONTRACTOR is unable to provide the services needed by the CITY, the CITY reserves the right to use a secondary contractor to complete the work required.

SECTION TWO CONTRACT PRICE

CITY shall pay CONTRACTOR to clean such private properties or land and mow sewer easements at the agreed upon rates outlined in that Statement attached hereto and marked as Exhibit "A" and incorporated herein by reference. CONTRACTOR shall provide a detailed invoice and description of work, including units of hours and equipment, prior to receiving compensation from the CITY. Payment by owner shall be due within thirty (30)

Minutes, City of Southaven, Southaven, Mississippi

days of invoicing. Should the CITY require additional work to be performed, all such work will become a part of this contract.

SECTION THREE INDEMNITY AND INSURANCE

CONTRACTOR agrees to indemnify and hold harmless CITY, its elected officials, agents, employees, assigns and legal representatives from and against all damages, accidents and injuries to persons or properties caused by CONTRACTOR, his agents, employees or temporary employees or resulting from or in conjunction with CONTRACTOR cleaning such properties for CITY. This of this Agreement shall be deemed to survive the expiration or earlier termination of this Agreement. CONTRACTOR shall provide Liability (personal injury and property damage) insurance in the minimum amount of \$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.

SECTION FOUR TERM AND TERMINATION

This Agreement and Amendment shall become effective upon signature by both parties and shall expire on March 31, 2016 with renewal solely at the CITY option. Either party shall have the right to terminate this Agreement upon said party giving written notice thirty (30) days in advance.

SECTION FIVE ASSIGNMENT

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

Minutes, City of Southaven, Southaven, Mississippi

SECTION SIX ENTIRE AGREEMENT

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

SECTION SEVEN EFFECT OF AGREEMENT

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

SECTION EIGHT GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi.

SECTION NINE INDEPENDENT CONTRACTOR

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

Minutes, City of Southaven, Southaven, Mississippi

IN WITNESS WHEREOF, the parties have entered and ratified this Agreement the
____ day of September, 2013.

CITY OF SOUTHAVEN, MISSISSIPPI

BLC



Darren Musselwhite, Mayor



Josh Bearden, Owner of BLC

Minutes, City of Southaven, Southaven, Mississippi

EXHIBIT A

Minutes, City of Southaven, Southaven, Mississippi

BLC

P.O.Box 1487
Southaven, Mississippi, 38671
Physical address is
841 Town and Country,
Suite 35 and 36
Southaven, Mississippi, 38671
Josh Bearden 901-268-5281
Tax ID# 427398520

BLC has been in doing business in the Southaven area for over ten years. We provide a variety of services in the landscape and clean up area. A few of our customers in the city of Southaven are:

Abbey's
Kubla Kahn
Deerchase office complex on Getwell
Grove Park office complex on Getwell
Snowden Commons
In Olive Branch:
Wind Stone office complex
Shops of Wind stone
Pass Reality
Gateway Tire
Abbey's
College Station offices

I can provide more locations on request. We have been providing service to all these locations for over 5 years (Kubla Kahn for the two years they have been in business). We have no claims or law suits filed against us.

Additional work for:

Trustmark Bank Community Bank
Desoto Bank ↳ foreclosed
Bancorp South properties

Minutes, City of Southaven, Southaven, Mississippi

https://insured.firstcomp.com/index.cfm?event=document.view&do... WC 00 00 01 A

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
INFORMATION PAGE

Issued March 4, 2013

Original Printing

Standard

Type : Stock
 FirstComp Insurance Company
 CENTRAL PARK PLAZA 222 SOUTH
 15TH ST. STE 1500N
 Omaha, NE 681021680
 888-500-3344

NCCI Carrier Code: 35513
 Policy Number:

WC0143341-01

Renewal of Policy:

Rewrite of Policy:

Fein # / Risk ID #:

427398520 /

The Insured's Name and Mailing address:

Sh: Bearden
 84 Megan Dr
 Southaven, MS 38672-6746
 Phone: 9012685281

DBA Name:

SIC CODE: 0782

Other work place not shown above: See Attached Location Schedule

Type of entity:

Individual

The policy period is from 03/04/2013 to 03/04/2014 [12.01 AM Standard Time] at the insured's mailing address.

A. Workers Compensation Insurance: Part One of this policy applies to the Workers Compensation Law of the states listed here: MISSISSIPPI

B. Employers liability Insurance: Part Two of this policy applies to work in each state listed in Item 3A .
 The limits of our liability under Part Two are:

Bodily Injury by Accident:	\$ 100,000	each accident
Bodily Injury by Disease:	\$ 500,000	policy limit
Bodily Injury by Disease:	\$ 100,000	each employee

C. Other States Insurance: Part Three of this policy applies to the states, if any, listed here:
 All states except those listed in Item 3A of the Information Page and the following states or territories: AZ, AK, AL, CA, CO, DE, District of Columbia, FL, GA, ID, IL, KY, LA, MA, MD, ME, MI, MT, NC, ND, NJ, NY, OH, OR, TX, UT, VT, WA, WI, WY, Puerto Rico and US Virgin Islands.

D. California Endorsements and Schedules

Other State Endorsements and Schedules:

WCPYMSCH, WC000000B, WC000308, WC000404, WC000406, WC000414, WC000419, WC000421C, WC000422A

The premium for this policy will be determined by our Manual of Rules, Classifications, Rates and Rating Plans. All information required is subject to verification and change by audit.

Annual Premium: \$280.00

Deposit Premium: \$502.00

Total Estimated Annual Premium: \$502.00

Pay plan: 1-Pay - 100 %

Agent: Pointer Insurance Agency, Inc
 662-342-2980
 Southaven, MS 38671-0346

Countersigned By:

Date: 03/04/2013

Issuing office: FirstComp Underwriters Group, (888) 500-3344
 Central Park Plaza, 222 South 15th Street, Suite 1500N
 Omaha, NE 68102-1680

(See extension of information page for class code, rate and premium detail)

THIS INFORMATION PAGE WITH THE WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY AND ENDORSEMENTS, IF ANY ISSUED TO FORM A PART THEREOF, COMPLETES THE ABOVE NUMBERED POLICY

00130179191*

1 of 18

WC0143341-01

WC0143341-01 3/5/13 4:36 AM

Minutes, City of Southaven, Southaven, Mississippi



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/4/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Pointer Insurance Agency P. O. Box 346 8705 Northwest Drive, Suite 4 Southaven MS 38671		CONTACT NAME: Jon Pointer PHONE (A/C No. Ext.): (662) 342-2980 FAX (A/C No.): (662) 342-2990 E-MAIL ADDRESS: jpointer@pointerinsuranceagency.com	
INSURED Josh Bearden 3384 Megan Drive Southaven MS 38672		INSURER(S) AFFORDING COVERAGE INSURER A: Columbia Insurance Group INSURER B: First Comp INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: Josh Bearden REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBSCRIBER (INSR/VWD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		CTPMS0000083449	3/4/2013	3/4/2014	MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY					GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> ANY AUTO					PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				
	UMBRELLA LIAB					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR				BODILY INJURY (Per person) \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					BODILY INJURY (Per accident) \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)	<input type="checkbox"/> Y/N	N/A			PROPERTY DAMAGE (Per accident) \$
	if yes, describe under DESCRIPTION OF OPERATIONS below		WC0143341-01	3/4/2013	3/4/2014	
						EACH OCCURRENCE \$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)						

CERTIFICATE HOLDER ACORD 25 (2010/05) INS025 (201005).01	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Monroe Pointer/PROCS

Minutes, City of Southaven, Southaven, Mississippi

Hourly pricing rates

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

\$24.00 per man-hour chainsaw

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

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

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

\$70.00 per man-hour dump truck/trailer

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

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

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

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

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

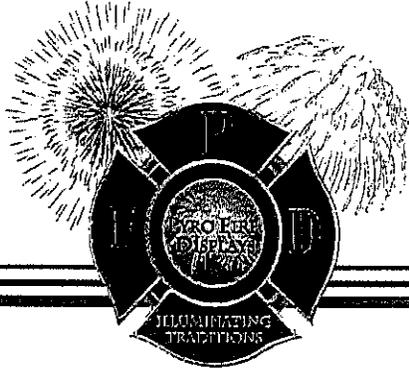
\$70 per man-hour truck and trailer tandem axel or gooseneck

\$120 per man-hour lowboy trailer

\$40 per man hour pressure washer

\$65 per man hour steam cleaner

Minutes, City of Southaven, Southaven, Mississippi



1) THIS AGREEMENT entered into this 1st day of April 2014 by and between PYROFIRE DISPLAYS, INC.; a Mississippi corporation, hereinafter referred to as "PYROFIRE" and The City of Southaven Parks Department hereinafter referred to as "PURCHASER".

2) PYROFIRE agrees to furnish PURCHASER, and in accordance with the terms and conditions hereinafter set forth, 4 pyrotechnic production (s) as per Program(s) A, submitted, accepted and made part hereof, including the services of a licensed pyrotechnic operator to take charge of and, along with sufficient helpers, safely discharge the display. The said production(s) will be performed on To be determined dates. PYROFIRE specifically acknowledge that the remedy of specific performance set forth herein, is the only remedy available that would adequately compensate the PURCHASER for its damages. PYROFIRE acknowledges and agrees that the PURCHASERS right to seek a remedy of specific performance is paramount to its entering into and executing this Agreement and that in the event the PURCHASER brings an action for specific performance, PURCHASER shall have the right to recover all court costs and attorneys' fees incurred in bringing such action.

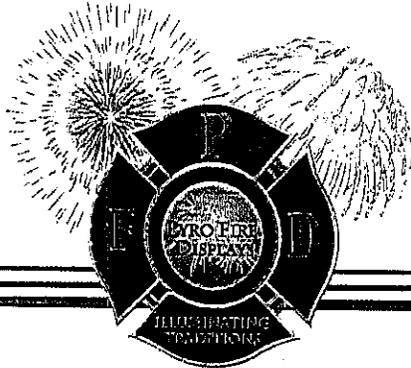
3) PURCHASER, at its own expense, agrees to provide PYROFIRE: A) A suitable PRODUCTION SITE in which to stage the pyrotechnic display including a firing and fallout zone reasonably acceptable to PYROFIRE in which the pyrotechnics may be exhibited, rise and fall safely. B) Adequate policing, guard protection, roping, fencing and/or other crowd control measures to prevent the access of the public or its property or any other people or property not authorized by PYROFIRE into the PRODUCTION SITE. C) Access by PYROFIRE at all times, to the PRODUCTION SITE to set up the production. D) Ensure that the Spectator Area does not infringe on the PRODUCTION SITE; E) PURCHASER shall furnish PYROFIRE any and all certificates of fire retardancy and non-flammability with the return of this executed contract for Material that is within fifty (50) feet of any pyrotechnic effect. The term Material includes, but is not limited to, any and all stage scenery, curtains, pipe and drape, carpet, fluids or anything or object susceptible to combustibility.

PURCHASER shall have the sole responsibility to police, monitor and appropriately control spectator access to the Spectator Area and police, monitor and appropriately control the behavior of persons in these areas. It is expressly agreed that PYROFIRE, (including its operators and helpers) shall not inspect, police, monitor or otherwise supervise any area of the site other than the PRODUCTION SITE, except to ensure all spectators are outside the PRODUCTION SITE; and, after completion of the PRODUCTION, that the PRODUCTION SITE is cleared of any pyrotechnic debris originating from the production.

4) PURCHASER shall pay to PYROFIRE the sum of \$4,980.00 (four thousand nine hundred eighty dollars & zero cents). A finance charge at a periodic rate of 1.5% per month, 18% annual percentage rate, or the maximum rate permitted by law, whichever is less, will be charged on the unpaid balance after 10 days from the date of the display. PURCHASER does hereby authorize PYROFIRE to receive and verify financial information concerning PURCHASER from any person or entity.

5) PURCHASER agrees to assume the risk of weather, or other causes beyond PYROFIRE's control, which may prevent the production from being safely discharged on the scheduled date or the cancellation of any event for which PURCHASER has purchased the production. It shall be within PYROFIRE's sole discretion with good faith consultation with PURCHASER to determine whether or not the production may be safely discharged on the scheduled date and

Minutes, City of Southaven, Southaven, Mississippi



at the scheduled time. If, for any reason beyond PYROFIRE's control, including, without limitation, inclement weather, PYROFIRE is unable to safely discharge the production on the scheduled date or should any event for which PURCHASER has purchased the production be cancelled, the parties shall attempt to negotiate a new production date, which shall be within 60 days of the original production date. PURCHASER further agrees to pay PYROFIRE for any actual expenses made necessary by this postponement. Actual expenses include, but are not limited to, expenses for travel, lodging, labor, meals, rentals, permit fees, set-up and/or dismantling of production, additional taxes or surcharges, or any other additional expense that was incurred prior to and/or as a result of the postponement or cancellation. PYROFIRE shall provide to PURCHASER a copy of all invoices before payment is made by PURCHASER.

6) PURCHASER shall have the option to unilaterally cancel this production at any time. If PURCHASER exercises this option to cancel the production, without cause PURCHASER agrees to pay PYROFIRE, as liquidated damages, the following percentages of the agreed contract price. 1) 25% if cancellation occurs seven (7) or more days before the date scheduled for the production, 2) 50% if cancellation occurs between three (3) days prior to and the actual date set for the production, 3) 75% if cancellation occurs on the date set for the production but prior to the time physical set-up of the production actually begins 4) 100% thereafter. If cancellation occurs without cause prior to the date set for the production, PURCHASER, agrees to pay to PYROFIRE, in addition to the above percentages, the value associated with any specific custom work performed by PYROFIRE or its agents including but not limited to music/narration tape production, sponsor logos and/or the costs of all special equipment purchased specifically for the use in this production, including but not limited to all applicable taxes and shipping charges.

7) PYROFIRE reserves the ownership rights and trade names that are used in or is a product of the pyrotechnic production to be performed. Any reproduction by sound, video or other duplication or recording process without the express written permission of PYROFIRE is prohibited. PyroFire will have the sole right to record the display for its own marketing purposes. PURCHASER may advertise for the Production.

8) PYROFIRE agrees to furnish insurance coverage in connection with the Production only, for the following risks and amounts: bodily injury and property damage, One Million Dollars (\$1,000,000) combined single limits. Such insurance shall include PURCHASER as an additional insured regarding claims made against PURCHASER for bodily injury or property damage arising from the operations of PYROFIRE in performing the Production provided for in this Agreement. Such insurance afforded by PYROFIRE shall not include claims made against PURCHASER for bodily injury or property damage arising from A) Failure of PURCHASER, including through or by its employees, agents and/or independent contractors, to perform its obligations under this Agreement, including, without limitation, those contained in Paragraph 3 of this Agreement; B) Failure of the PURCHASER to provide discretionary Spectator and Parking Areas referred to in Paragraph 3 of this Agreement. City can't legally agree to indemnify under state law.

9) Should PURCHASER fail to pay PYROFIRE any fees, costs or expenses to which PYROFIRE is entitled under the terms of this agreement, PURCHASER shall pay to PYROFIRE, in addition to any other relief to which PYROFIRE may be entitled, all costs of collection, including but not limited to attorney fees

Minutes, City of Southaven, Southaven, Mississippi



in the minimum amount of 25% of the balance due, court costs and judicial interest from the date of written demand to date of full payment.

. City can't legally waive this right under state law.

11) It is agreed nothing in this Agreement or in PYROFIRE's performance of the production provided for herein shall be construed as forming a partnership or joint venture between PURCHASER and PYROFIRE. The parties hereto shall be severally responsible for their own separate debts and obligations and neither party shall be held responsible for any agreements or obligations not expressly provided for herein.

12) This Agreement shall be governed and interpreted under the laws of the State of Mississippi.

13) Any Notice to the parties permitted or required under this Agreement may be given by mailing such Notice in the United States Mail, postage prepaid, and first class, addressed as follows:

PyroFire Displays, Inc. 384 E. Goodman Rd. Ste. 254 Southaven, MS 38671

PURCHASER – The City of Southaven Parks Department / 3335 Pine Tar Alley / Southaven, MS 38671

14) All terms of this Agreement are in writing and may only be modified by written agreement of both parties hereto. The parties acknowledge they have received a copy of said written agreement and agree to be bound by said terms of written Agreement, subject only to any written modifications signed by the parties hereto.

15) If there is more than one PURCHASER, they shall be jointly and severally be responsible to perform PURCHASER'S obligations under this Agreement. This Agreement shall become effective after it is executed and accepted by PURCHASER and after it is executed by PYROFIRE at PYROFIRE's offices in Hernando, MS. This Agreement may be executed in several counter parts, including faxed copies, each one of which shall be deemed an original against the party executing same. This Agreement shall be binding upon the parties hereto and upon their heirs, successors, executors, administrators and assigns. PURCHASER agrees and acknowledges that because of the nature of fireworks, an industry accepted level of 3% of the product used in any production may not function as designed and this level of nonperformance is acceptable as full performance.

In Witness Whereof the parties hereto, by and through their duly authorized agents, have set their hands and seals this 19th day of March 2014.

Jeremy D. Carlson, Title Administrative Director

Douglas M. Muntz, Title Mayor
PURCHASER

PYROFIRE.COM

PHONE: 901-550-9878

GETPYRO.COM

Minutes, City of Southaven, Southaven, Mississippi

TEMPORARY TELECOMMUNICATION FACILITY LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") entered into this the 15th day of April, 2014, by and between CITY OF SOUTHAVEN, MISSISSIPPI, a Municipal Corporation ("Lessor") and CELLULAR SOUTH REAL ESTATE, INC. ("Lessee");

WHEREAS, Lessor owns certain real property located in Desoto County, Mississippi, which is more particularly described in Exhibit "A" attached hereto ("Property");

WHEREAS, Lessee desires to temporarily locate a temporary communications tower and facility consisting of a cabinet or cabinets to shelter telecommunications equipment and all necessary connecting and supporting appurtenances including, without limitation, guy anchors (collectively, the "Communications Facility") on the Property to provide telecommunications service to wireless communications devices including wireless telephones, which are operating in the vicinity of the Communications Facility;

WHEREAS, Lessor desires to lease unto Lessee to locate and operate the Communications Facility on the Property subject to the terms, covenants and conditions of this Lease;

NOW, THEREFORE, in consideration of the mutual promises contained herein the parties agree as follows:

- 1. Lease.** Lessor hereby leases unto Lessee a portion of the "Property" as depicted on Exhibit "B", attached hereto (the "Site") upon which Lessee may locate and operate the Communications Facility in compliance with all applicable laws, rules and regulations, including all rules and regulations of the Federal Communications Commission. Lessor also hereby grants Lessee a non-exclusive easement for ingress, egress and utilities over the Property.
- 2. Term.** The initial term of this Lease shall begin on the date of this Lease and extend for a period of seven (7) months.
- 3. Consideration.** As consideration for this Lease, Lessee will pay Lessor \$200 per month, in advance, on the first day of the month. Rent for any partial month will be prorated.
- 4. Improvements.** Lessee shall have the right but not the obligation to erect a fence, fences or such other enclosures around the Communications Facility which may be reasonably necessary in the opinion of Lessee in an attempt to protect the Communications Facility from theft and vandalism; provided any fences or other enclosures are erected and maintained in compliance with all applicable laws, rules and regulations. Lessee shall maintain any fences, enclosures and the easement in reasonable condition. Lessee shall also have the right to improve the easement and to cut and keep the easement clear of all trees, undergrowth and other natural or manmade obstructions that may interfere with the exercise of any rights granted in this Lease.

Minutes, City of Southaven, Southaven, Mississippi

Any fences or enclosures erected by Lessee shall be removed at the sole cost of Lessee upon termination of this Lease and the Site shall be restored to a condition at least as good as its original condition at the date of this Lease. In addition, Lessee shall be entitled to extend electric and telephone utility service to the Communications Facility from the nearest available public electric and telephone lines to the Communications Facility. Lessee shall remove any temporary extended electric and telephone lines used for the Communications Facility within fifteen (15) days of the termination of this Lease.

5. **Insurance.** Lessee shall procure and maintain at Lessee's sole cost and expense and in full force and effect throughout the term of this Lease, such public liability and property damage policies as Lessee may deem necessary and reasonable but in no event shall said policies provide a combined single limit of less than \$1,000,000.00. Lessee shall provide evidence of such insurance to Lessor.

6. **Representation and Warranties of Lessor.** Lessor represents and warrants that:

- (a) Lessor has the right to enter into and be bound by this Lease;
- (b) Lessor has good and marketable title to the Property free of liens and encumbrances which could reasonably be expected to interfere with Lessee's use of the Property for the purposes provided herein; and
- (c) Lessee shall enjoy ingress and egress to the Property and the Site from the nearest open and public paved road.

7. **Notices.** All notices, requests, demands and other communications to be made under this Lease shall be in writing and shall be deemed effectively given if personally delivered to or mailed postage prepaid by certified mail, return receipt requested, to the following addresses:

Lessor: City of Southaven, Mississippi
8710 Northwest Drive
Southaven, Mississippi 38671
Attention: Mayor

Lessee: Real Estate Manager
Cellular South Real Estate, Inc.
1018 Highland Colony Parkway, Suite 330
Ridgeland, Mississippi 39157
Phone: 601-355-1522

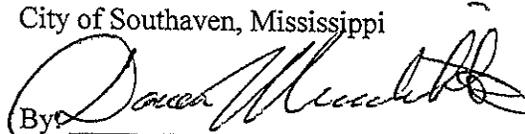
8. **Indemnification.** Lessee, its officers, employees, subcontractors, or agents shall indemnify and hold harmless the Lessor, its officers, directors, officials, agents and employees, from and against any and all losses, claims, injuries, damages and expenses, including reasonable and necessary attorney's fees, arising from, relating to, or connected with performance of work or incidents or activities associated with the Communication Facility under this contract.

Minutes, City of Southaven, Southaven, Mississippi

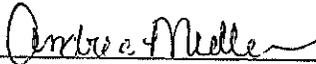
IN WITNESS WHEREOF, Lessor and Lessee have entered into this Lease on the date first above written.

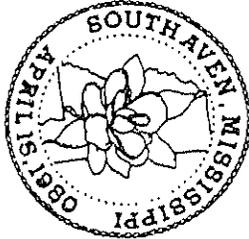
LESSOR:

City of Southaven, Mississippi

By: 
Darren Musselwhite, Mayor

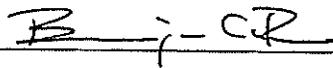
ATTEST:

By: 
Sheila Heath, City Clerk
Assistant



LESSEE:

Cellular South Real Estate, Inc.

By: 
Name: Benjamin C. Pace
Title: Chief Financial Officer

Minutes, City of Southaven, Southaven, Mississippi

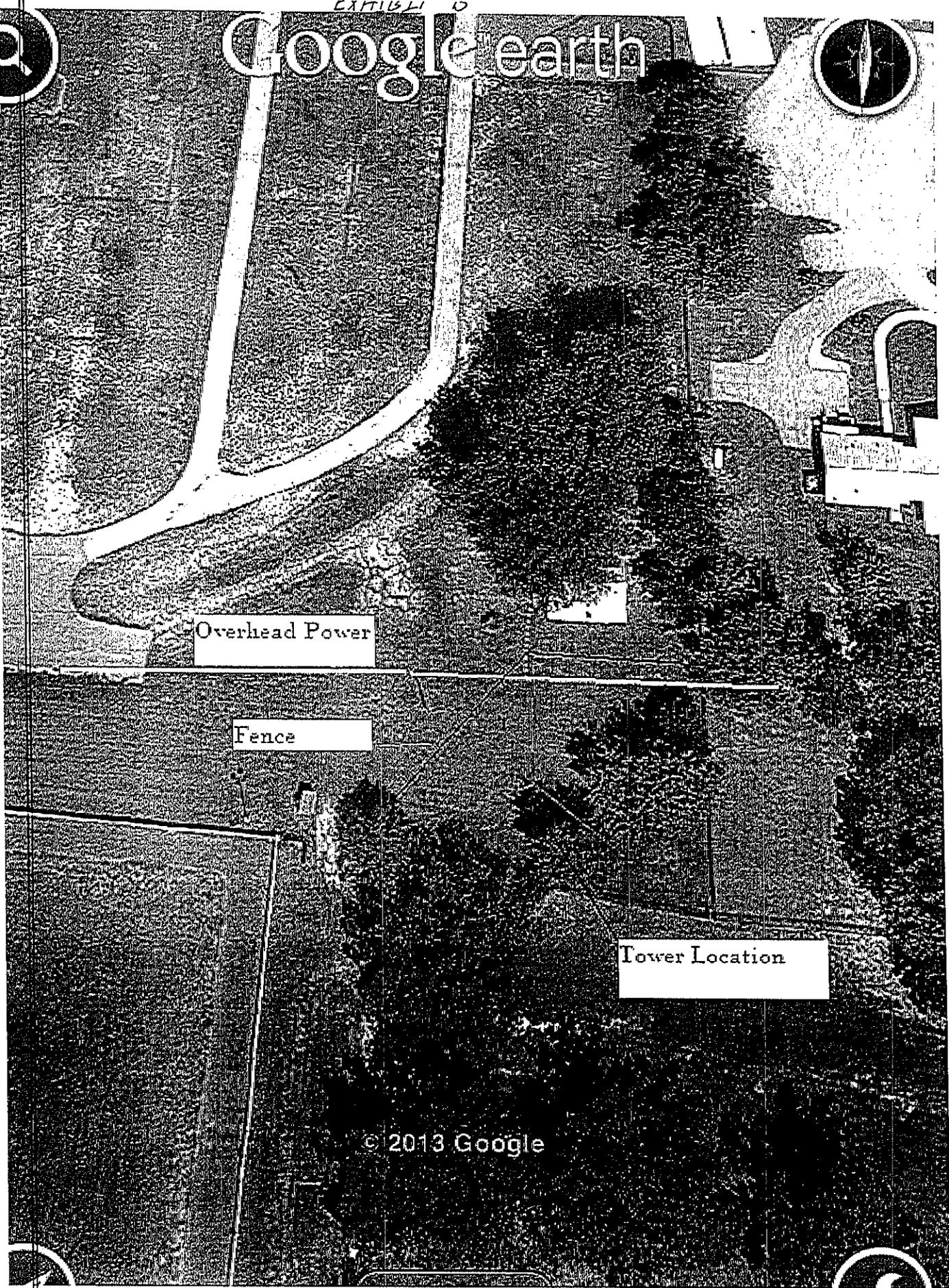
EXHIBIT "A"

SNOWDEN PARK LAND - TRACT 1

BEGINNING AT A POINT THAT IS S00°46'20" E. A DISTANCE OF 3042.87 FEET AND N89°13'40" W A DISTANCE OF 53.00 FEET FROM THE NORTHWEST CORNER OF SECTION 34, TOWNSHIP 1 SOUTH, RANGE 7 WEST, SAID POINT BEING ON THE EAST RIGHT OF WAY (106 FEET) OF GETWELL ROAD; THENCE S 89°56'42" E A DISTANCE OF 914.00 FEET TO A POINT ON THE WEST RIGHT OF WAY (60 FEET) OF OLD GETWELL (MAPLES) ROAD; THENCE S00°31'58" E ALONG LAST SAID RIGHT OF WAY A DISTANCE OF 2194.72 FEET TO A POINT ON THE NORTH RIGHT OF WAY (106 FEET) OF NAIL ROAD; THENCE N88°59'02" W ALONG LAST SAID RIGHT OF WAY A DISTANCE OF 655.17 FEET TO A POINT; THENCE N00°46'20" W A DISTANCE OF 500.00 FEET TO A POINT; THENCE N88°59'02" W A DISTANCE OF 250.00 FEET TO A POINT ON THE EAST RIGHT OF WAY OF GETWELL ROAD; THENCE N00°46'20" W ALONG LAST SAID RIGHT OF WAY A DISTANCE OF 1679.65 FEET TO THE POINT OF BEGINNING, CONTAINING 42.79 ACRES MORE OR LESS.

INDEXING INSTRUCTIONS: THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 1 SOUTH, RANGE 7 WEST DESOTO COUNTY, MISSISSIPPI.

Minutes, City of Southaven, Southaven, Mississippi



Minutes, City of Southaven, Southaven, Mississippi

The Mayor and Board of Aldermen of the City of Southaven, Mississippi (the "City"), took up the matter of establishing the Capital Projects ("Projects") to be funded by the "Penny for Parks" tax, authorizing the City to levy an additional one percent (1%) sales tax from the gross income of restaurants within the City limits for the promotion of the City through its parks and recreation, which was originally passed pursuant to HB 1462 and then extended for additional three (3) years until July 1, 2017 pursuant to SB 2925 (collectively the "tax") as signed by the Governor of Mississippi on March 24, 2017. After full discussion of the subject, Aldermen Payne offered and moved the adoption of the following resolution.

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI SETTING FORTH THE CAPITAL PROJECTS TO BE FUNDED BY THE PROCEEDS OF THE TAX AS AUTHORIZED BY SB 2925 WHICH PROJECTS SHALL BE FOR THE PROMOTION OF SOUTHAVEN TOURISM, PARKS AND RECREATION.

WHEREAS, the Mayor and Board of Aldermen ("Governing Body") of the City hereby find, determine and declare as follows:

1. For the benefit of the people of the City, the City hereby desires to officially adopt the Projects as set forth in Exhibit A that shall be funded by the tax as the City finds that these Projects will promote tourism in the City and enhance the City by upgrading the parks and recreation located in the City; and

2. The City also notes that previously, referendums were held on October 5, 2010 and October 4, 2011 by the City whereby the Citizens of the City did overwhelmingly approve the measure authorizing the City to levy the additional 1% sales tax on the gross revenues of the restaurants within the City; and

3. Based on the desire of the citizens of the City as evidenced by the previous referendums and the City's desire to increase tourism and promote parks and recreation within the City, the hereby officially adopts the Projects as set forth in Exhibit A as those Projects which shall be funded by the tax.

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

SECTION 1. The Governing Body of the City hereby adopts those Projects in Exhibit A as the Projects that shall be funded by the tax.

SECTION 2. The Governing Body of the City shall have the authority to include other projects not currently listed in Exhibit A or alter the priority and order of the Projects in Exhibit A to better promote the City's tourism and parks and recreation.

SECTION 3. The Governing Body of the City notes that while the tax shall be used to fund those Projects listed in Exhibit A, nothing shall prohibit the City from using any other legal source of funding to fund the Projects.

Minutes, City of Southaven, Southaven, Mississippi

SECTION 4. That the Mayor or his designee is directed to effectuate the intent of this Resolution.

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

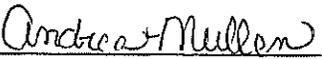
Alderman William Brooks	voted: YES
Alderman Kristian Kelly	voted: YES
Alderman Shirley Beshears	voted: YES
Alderman George Payne	voted: YES
Alderman Joel Gallagher	voted: YES
Alderman Scott Ferguson	voted: YES
Alderman Raymond Flores	voted: YES

RESOLVED AND DONE, this 1st day of April, 2014.



DARREN MUSSELWHITE, MAYOR

ATTEST:


ASSISTANT CITY CLERK



Minutes, City of Southaven, Southaven, Mississippi



PARKS AND RECREATION ENHANCEMENT AND EXPANSION PLAN *Amended Plan*

Three-Year Projects		Cost	Infrastructure	Total Cost
1.	Enclosure of Snowden Grove Amphitheatre Stage	\$250,000	\$0	\$250,000
2.	Championship Stadiums and Bathrooms at Snowden Grove (Each Existing Quad)	\$2,000,000	\$0	\$2,000,000
3.	Additional Tennis Courts (8 Outdoor)	\$400,000	\$0	\$400,000
4.	Greenbrook Softball Office and Indoor Batting Cages	\$250,000	\$0	\$250,000
Three-Year Total Cost				\$2,900,000
Six-Year Projects		Cost	Infrastructure	Total Cost
5.	Skate Park at Snowden Grove	\$250,000	\$0	\$250,000
6.	Spray Park at Snowden Grove	\$500,000	\$0	\$500,000
Six-Year Total Cost				\$750,000
Long-Term (Bonding) Projects		Cost	Infrastructure	Total Cost
7.	Senior Citizen Building	\$3,000,000	\$500,000	\$3,500,000
8.	New Soccer Fields at Snowden Grove (5)	\$2,000,000	\$500,000	\$2,500,000
9.	New Baseball Fields at Snowden Grove (8)	\$4,000,000	\$1,500,000	\$5,500,000
10.	Tennis Center (5 Indoor and Additional Outdoor Courts)	\$3,000,000	\$500,000	\$3,500,000
11.	New Arena Floor (Level Existing Floor)	\$500,000	\$0	\$500,000
Long-Term Total Cost				\$15,500,000
TOTAL PLAN COST				\$19,150,000

Minutes, City of Southaven, Southaven, Mississippi

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI FOR LEASE DONATION OF SOUTHAVEN SNOWDEN GROVE TO MISSISSIPPI RELAY FOR LIFE OF DESOTO COUNTY FOR FUNDRAISER ON MAY 9, 2014

WHEREAS, 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 Snowden Grove Home and Track Area ("Snowden Grove") to Mississippi Relay for Life of Desoto County ("Relay") on May 9, 2014; and

WHEREAS, the City has control of Snowden Grove and has the authority under the City's Rental Policy and Mississippi Code to donate use of Snowden Grove to Relay as it a non-profit entity as represented in its application to the City and it will use Snowden Grove to host a relay race which will benefit the American Cancer Society; and

WHEREAS, the City finds that Relay's mission and purpose for this specific relay fundraiser at Snowden Grove is consistent with the mandates of Mississippi Code Section 21-17-1(3)(b)(ii) and 21-19-65 and allows Relay to utilize Snowden Grove via an in-kind donation of the lease from the City; and

WHEREAS, the City finds that Relay will raise funds at the May 9, 2014 fundraiser that will match or exceed the in-kind donation of Snowden Grove provided by the City pursuant to Mississippi Code Section 21-19-65; 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 21-17-1(3)(b)(ii) and 21-19-65, the Governing Body of the City hereby donates Snowden Grove to Relay on May 9, 2014 or any mutual agreeable date after May 9, 2014 to assist with the fundraiser, which fundraiser will raise funds which exceed the in-kind donation of the City, and to assist the efforts of the fundraiser to benefit the American Cancer Society for the advancement of the moral interest of the City.

SECTION 2. Pursuant to Mississippi Code 17-3-3, the City also desires to advertise its City Facilities, including the Center, and desires to advance the moral interest of the City by allowing the Center to be used by Relay for the relay fundraiser based on the purposes of the fundraiser.

SECTION 3. On behalf of the City, the Mayor or his designee is directed to take all actions to effectuate this Resolution.

REMAINDER OF PAGE LEFT BLANK

Minutes, City of Southaven, Southaven, Mississippi

Following the reading of the foregoing resolution, Alderman Brooks made the motion to adopt the Resolution 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:

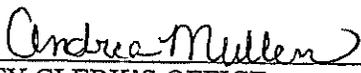
Alderman William Brooks	voted: YES
Alderman Kristian Kelly	voted: YES
Alderman Shirley Beshears	voted: YES
Alderman George Payne	voted: YES
Alderman Joel Gallagher	voted: YES
Alderman Scott Ferguson	voted: YES
Alderman Raymond Flores	voted: YES

RESOLVED AND DONE, this 1st day of April, 2014.



DARREN MUSSELWHITE, MAYOR

ATTEST:


CITY CLERK'S OFFICE



Minutes, City of Southaven, Southaven, Mississippi

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI FOR LEASE DONATION OF SOUTHAVEN SNOWDEN HOUSE TO TUNICA HUMANE SOCIETY ON OCTOBER 4, 2014

WHEREAS, 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 Snowden House ("House") to the Tunica Humane Society ("Society") on October 4, 2014; and

WHEREAS, the City has control of Snowden Grove and has the authority under the City's Rental Policy to donate use of the House to the Society as it a non-profit entity as represented in its application to the City and the Society will use the House to host a fundraiser which will benefit the Tunica Humane Society; and

WHEREAS, the City finds that Society's mission and purpose for this specific fundraiser at the House on October 4th is consistent with the mandates of Mississippi Code Section 21-17-1(3)(b)(ii) and 21-19-65 and allows the Society to utilize via an in-kind donation of the lease from the City; and

WHEREAS, the City finds that the Society will raise funds at the October 4 fundraiser that will match or exceed the in-kind donation of the House provided by the City pursuant to Mississippi Code Section 21-19-65; 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 21-17-1(3)(b)(ii) and 21-19-65, the Governing Body of the City hereby donates the House to the Society on October 4, 2014 to assist with the fundraiser, which fundraiser will raise funds which exceed the in-kind donation of the City, and to assist the efforts of the fundraiser to benefit the Tunica Humane Society.

SECTION 2. Pursuant to Mississippi Code 17-3-3, the City also desires to advertise its City Facilities, including the House, and desires to advance the moral interest of the City by allowing the House to be used by the Society for the fundraiser based on the purposes of the fundraiser.

SECTION 3. On behalf of the City, the Mayor or his designee is directed to take all actions to effectuate this Resolution.

REMAINDER OF PAGE LEFT BLANK

Minutes, City of Southaven, Southaven, Mississippi

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

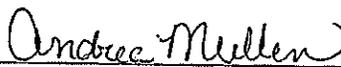
Alderman William Brooks	voted: YES
Alderman Kristian Kelly	voted: YES
Alderman Shirley Beshears	voted: YES
Alderman George Payne	voted: YES
Alderman Joel Gallagher	voted: YES
Alderman Scott Ferguson	voted: YES
Alderman Raymond Flores	voted: YES

RESOLVED AND DONE, this 1st day of April, 2014.



DARREN MUSSELWHITE, MAYOR

ATTEST:


CITY CLERK'S OFFICE



Minutes, City of Southaven, Southaven, Mississippi

THE ARENA AT SOUTHAVEN

Lease Agreement

THIS AGREEMENT made and entered into on, this the 15th day of April 2014 by and between CITY OF SOUTHAVEN, MISSISSIPPI, hereinafter referred to as "Lessor" and Jamie Houston of Summit Fighting Championships hereinafter referred to as "Lessee".

WITNESSETH

WHEREAS, Lessor is the owner of certain premises referred to as "The Arena At Southaven" located at 7360 Highway 51 in Southaven, DeSoto County, Mississippi; and

WHEREAS, Lessee desires to lease the said premises for the purpose of conducting a City approved event; and

WHEREAS, Lessor is agreeable to Lessee using said property for said purposes, subject to the agreements hereinafter set forth; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the undersigned Lessor does hereby demise and lease to the Lessee and the Lessee does hereby rent and take the above described premises for the purpose of MMA Fighting.

1. **TERMS:** The term of this Lease shall commence at 2:00 P .M. on the 11th day of April, 2014 and shall terminate at 10:00 P .M. on the 15th day of April 2014.

Minutes, City of Southaven, Southaven, Mississippi

- 2. RENTAL PAYMENT:** The Lessee hereby covenants and agrees to pay unto the Lessor at its administrative offices rent for the use of said premises in the amount of \$ 3,000.00 per event day. One free set-up day (defined as the day prior to the event) and one free vacate day (defined as the day following the event) are given.
- 3. LEASE DEPOSIT:** Lessee shall pay unto the Lessor the sum of \$3,000.00. If any provision of this Lease or Policy as acknowledged by Lessor and set forth in Exhibit A is violated, Lessor shall forfeit the deposit provided to the Lessee. The City shall have no obligation to provide an accounting to the user for any deposit forfeited due to the user's violation of the Lease or Policy.
- 4. SETTLEMENT:** Lessor shall provide the amount owed to the Lessee for the term as set forth in Paragraph 1 by November 1st.
- 5. OVERTIME:** Lessee shall pay unto Lessor as additional rental the sum of \$100.00/hr for each hour or fraction of an hour for the extension of said performance on the premises by Lessee, its patrons or customers beyond 12:01 A.M. o'clock on the day following the termination date of this Lease.
- 6. OPERATING PERSONNEL, SERVICES AND EQUIPMENT:** (i) The Lessor shall furnish for the premises leased customary heating, lighting, and air conditioning. Provided, however, Lessor shall not be liable to Lessee for any loss suffered by Lessee resulting from any lack of said utilities which occur as a result of an act of God, or force majeure as defined herein, or failure of equipment which occurs through no fault of Lessor. (ii) Lessor shall have the sole right to provide at Lessee's expense personnel and services in connection with Lessee's use of the premises, including, but not limited to, a house engineer, emergency medical, ticket sellers, ushers, gatemen, doormen, program and novelty salesmen, stagehands,

Minutes, City of Southaven, Southaven, Mississippi

crowd management associates, traffic controllers, event clean up and Events Center security personnel, as approved by the Southaven Police Department. (iii) The Arena at Southaven will also provide such equipment schedule which is incorporated by reference. Equipment may include, but is not limited to, such items as the electronic message marquee, the public address system, special electrical uses or rigging. (iv) Lessee shall be allowed to use the tables and chairs belonging to the Lessor, however, Lessee shall be responsible for setting up and breaking down the tables and chairs, including placing the chairs back on the racks, prior to and at the conclusion of said event. In the event the Lessee shall not break down the tables and chairs as required, the cost incurred by the Lessor in breaking down the tables and chairs shall be deducted from the deposit as set forth in paragraph 3. (v) Lessee shall be responsible for cleaning the leased premises and returning the leased premises in the same condition in which Lessee received the leased premises. (vi) In the event, Lessee fails to break down and clean the leased premises, Lessor shall perform break down and clean the leased premises and shall assess the actual cost of such services to Lessee, which cost shall be deducted from the deposit as set forth in paragraph 3.

7. CUSTODY OF PROPERTY: In the receipt, handling, care or custody of property of any kind shipped or otherwise delivered to the premises by or for Lessee, Lessor shall act solely for the accommodation of the Lessee and neither the Lessee nor any of its agents or employees shall be a bailee or liable for any loss, damage or injury to such property.

8. LOST AND FOUND: The Lessor shall have the sole right to collect and to have the custody of articles left in the building by persons attending any performance or event given or held in the demised premises, and neither the Lessee nor any person in the Lessee's employ shall collect or interfere with the collection or custody of such articles.

Minutes, City of Southaven, Southaven, Mississippi

9. ADVERTISING: Lessor shall receive full advance information as to the nature and content of any performance, exhibit, entertainment, or advertising relating to Lessee's use of The Arena At Southaven. Lessee agrees that no such activity, or part thereof, shall be given or held if Lessor makes written objection to same on the grounds of violation of any law, Lessee's inability or failure to uphold event advertising claims, or violation of any terms and conditions relative to the nature and general content of Lessee's use of The Arena At Southaven at the time of completion of this Agreement. Any advertising whether television, newspaper, program, poster, outdoor, transit or other print advertising must utilize The Arena at Southaven logos which are provided by and available from the Lessor. All advertising and promotional material for public events including, but not limited to, newspaper, television, radio, posters or brochures, must contain ticket or admission prices, unless otherwise specified by the Lessor.

10. PUBLIC ANNOUNCEMENTS: Lessor reserves the right to make public announcements during intermissions and other such times as will not unreasonably interfere with Lessee's performances. Said public announcements may relate briefly to future attractions at The Arena At Southaven or to the welfare and safety of those attending the performance. Lessee is prohibited from making public announcements other than those which pertain to the event for which this agreement is made without prior written approval of the Lessor. Lessee agrees to submit in typed form all public announcements which Lessee intends to make. Lessee will not make any public announcements in connection with a performance in other locations which Lessor, in its sole discretion, considers to be in competition with the Center without Lessor's written approval.

11. BROADCAST: The Lessee will not broadcast nor permit anyone else to

Minutes, City of Southaven, Southaven, Mississippi

broadcast, over any radio or television station, any event, program, speech or music of any kind whatsoever, or any part thereof, produced on the premises, unless and until the Lessor, shall have given its written permission therefore. If any of the conditions of such written permission are violated, the Lessor, at its option, may at any time stop such broadcasting. Recordings or transcriptions of performances shall not be made without the written permission of the Lessor. Under conditions where warranted, the Lessor shall determine fees to be paid to the Lessor or any rights running to the Lessee to make a broadcast or recording of the covered event. Such fees shall be agreed upon between Lessor and Lessee as a prerequisite to any such broadcast.

12. RIGHT TO INSPECT: The Arena At Southaven shall be at all times under the control of the Lessor which shall have the right at all times to enter the premises to examine the same and to perform Lessor's duties.

13. DEFAULT: It is agreed that if Lessee shall fail, neglect or refuse to keep and perform any of the covenants, conditions or agreements contained in this Lease, Lessor may terminate the same without liability and immediately remove Lessee and its guest, performers, and representatives from the premises and to Lessor therefore and without releasing Lessee from its liability to pay the full amount of rent provided for herein.

14. PRODUCITON REQUIREMENT: Lessee shall file with the Lessor, at least ten (10) days prior to the event which is the subject of the Lease, a full and detailed outline of Lessee's requirements for the facilities to be used, including but not limited to, all stage, sound, lighting, chair or table set-ups, and such other information as may be required by the Lessor concerning such event. All public address or sound reinforcement requirements shall be submitted by Lessee to Lessor not later than 72 hours prior to the performance and are

Minutes, City of Southaven, Southaven, Mississippi

subject to approval. In the event that any laws, regulations or ordinances require the securing of permits for Lessee's activities, Lessee agrees to be solely responsible for obtaining all necessary permits, at its sole expense, and shall indemnify and hold Lessor harmless for any penalties suffered by Lessor as result of Lessee's failure to secure such permits.

15. PROPERTY RESTRICTIONS: Lessee shall not use or permit the premises to be used for any purpose other than that set forth hereinafter. Lessee further covenants and agrees:

- (a) To keep aisles, corridors, passages, vestibules, trails, elevators and stairways free and clear of obstruction and shall not use these areas other than for ingress and egress.
- (b) To refrain from injuring or defacing the premises or any part thereof and not to drive or permit others to drive nails, hooks, tacks or screws into any part of the premises or furnishings located therein or to apply tape or other materials to the walls.
- (c) To make no alterations in the authorized areas;
- (d) Not to use or permit the use of flammable tissue paper, crepe paper or material for decorative purposes or any combustible liquid or substance unless the same has first been approved by the Mississippi State Fire Marshal or his/her assigned city or county fire marshal.
- (e) To provide an intermission of not less than fifteen (15) minutes during every public performance which is in excess of one hour duration, except religious services, or as agreed upon with the Director of Events.
- (f) No signs, messages or other materials may be posted, displayed, distributed or announced in, on or adjacent to The Arena At Southaven without prior written approval of the Park Director or Director of Events. Such materials may not be

Minutes, City of Southaven, Southaven, Mississippi

fastened to any part of the facility except in spaces provided for this purpose and may not be permitted to interfere with crowd movement and safety.

16. CONTENT RESTRICTIONS: No performance, exhibition or entertainment shall be given or held in The Arena At Southaven which is indecent, obscene or immoral, including nudity and graphic obscenities. Should any such performance, exhibition or entertainment or any part thereof, be deemed by the Lessor to be indecent, obscene, immoral, or in any manner publicly offensive, Lessor shall have the authority to stop such event or to demand the removal of objectionable subject. If the Lessor should exercise its prerogative hereunder, all rental and other fees due to Lessor will remain the property of the Lessor and any unpaid charges arising under this agreement shall be considered payable to Lessor. Lessor reserves the right to eject or cause to be ejected from the premises any objectionable person or persons. The Lessor shall not be held liable to the Lessee for its actions under this paragraph.

17. LAWFUL ACTIVITY: In carrying out its obligations under this Lease, Lessee shall comply with all rules, regulations, laws and ordinances of the United States, the State of Mississippi, the City of Southaven or DeSoto County and all those established by the Lessor for The Arena At Southaven. The Lessee shall have the responsibility for obtaining all permits or licenses required of it by the laws, ordinances, rules and regulations of the City of Southaven or the State of Mississippi.

18. COMPLIANCE WITH LAWS: The Lessee will not do, nor suffer to be done, anything on the premise or parking area adjacent thereto in violation of any laws, ordinances, rules or regulations. The parking area and premise must be cleared of debris from the event prior to termination of agreement. If the attention of the Lessee is called to any violation on its part, or of any person employed by it or admitted to The Arena at Southaven or parking

Minutes, City of Southaven, Southaven, Mississippi

area, the Lessor will immediately desist and correct the violation. Audio volume (measured in decibels) must conform to the limits established by the State of Mississippi Health Department. The Lessee shall be responsible for, and shall pay, all taxes, charges, fees, licenses and permits, whether federal, state, county, or city, due on account of its business and other permitted activities engaged in under this agreement.

19. INSURANCE: Lessee shall furnish the Lessor within ten (10) days in advance of the term of this Lease, a certificate showing that there is in force a policy of public liability insurance in the form of comprehensive general liability insurance in which the Lessee is named as an insured and the Lessor, City of Southaven, Mayor of Southaven, and Board of Aldermen as additional insured with limits of not less than \$1,000,000.00 combined single limit for the hours set forth above in paragraph 1. Policy must reflect coverage for bodily injury or death, including coverage for deprivation of civil rights or civil liberties, defamation of character, libel, slander and other similar causes of action. Lessee waives any right of subrogation against Lessor in connection with any insurance proceeds received by or due to Lessor.

20. INDEMNIFICATION: Lessee agrees to conduct its activities upon the premises so as not to endanger any person thereon and to indemnify, defend and save harmless the Lessor against any and all claims, costs or expenses, loss, injury, or damage to persons or property, including claims of employees of the Lessee, or Lessee's contractors or sub-contractors arising out of the activities conducted by the Lessee, its contractors, subcontractors, agents, members or guests. Lessee will not do or permit to be done anything in or upon any portion of the premises or bring or keep anything therein or thereon which will in any way conflict with the conditions of any insurance policies insuring the premises or any part thereof against

Minutes, City of Southaven, Southaven, Mississippi

loss. The presence of policemen, firemen, inspectors or representatives of the Lessor shall in no event diminish or affect the duties, obligations or responsibilities of the Lessee hereunder.

This Section 21 shall continue after the termination or expiration of this Lease Agreement.

21. ASSUMPTION OF RISK: The Lessee assumes the risk of any loss or damage to its property or the property of any person or entity authorized by it to be in The Arena at Southaven. The Lessor, and its officers, agents and employees shall not be responsible or liable for any loss of, or damage to, property while in The Arena at Southaven regardless of how the loss or damage is sustained.

22. LIENS: The Lessee agrees to pay promptly when billed by the Lessor any costs, expenses and other charges incidental to the use and occupation of the premises and to save the Lessor harmless from and indemnify it against any such cost, expenses and charge and from and against all claims, demands and liens of whatever character arising by reason of such contract, express or implied, or negligence, or any other act of omission on the part of any person, firm or corporation other than Lessor, including all cost, expenses and attorney fees incurred by Lessor in connection with any asserted claim, demand or lien. Lessor has, at all times, final approval and control over any decision or decisions related to the cancellation of the performance and/or decision to refund in the event developments, other than those previously mentioned, warrant. In the event of the cancellation of any performance or event relating to this agreement, purchasers of tickets therefore shall have a period of time not to exceed sixty (60) days to apply to Lessor for a refund of the purchase price. Thereafter, all funds generated from ticket sales and not refunded shall remain the property of the Lessor.

23. COPYRIGHT: The Lessee agrees to assume full responsibility for complying

Minutes, City of Southaven, Southaven, Mississippi

with the Federal Copyright Law of 1978 (17 U.S.C. 101 et seq.) and any regulations issued there under including but not limited to the assumption of any and all responsibilities for paying royalties which may be due for the use of copyrighted work in Lessee's performance or exhibitions. Lessee further agrees to furnish to Lessor, upon demand, proof of authorization of use by copyright owners or their representative and, if unable to do so, hereby grants to Lessor the right to withhold a reasonable amount from those amounts due to Lessee in order to hold Lessor harmless from any and all said claims, losses or expenses incurred with regard thereto. Lessee shall indemnify Lessor consistent with Section 21 of this Agreement, from any and all claims, costs, expenses, taxes, losses, or any and all other actions resulting from Lessee's failure to comply with this Section 24.

24. PROPERTY RIGHTS: Unless otherwise authorized by the Lessor, all plumbing, electrical or carpenter work required to be done on the premises of The Arena at Southaven in connection with the Lessee's use (except as required for normal heating, air conditioning and lighting) shall be done or furnished by the Lessor for which the Lessee shall pay the Lessor in addition to any other rentals or fees required of the Lessee. Any special facilities or extra services furnished or required by the Lessee shall be agreed upon in advance by the parties hereto and payment for such items shall be agreed upon and all shall not be a part of the amount specified in paragraph 3.

25. ASSIGNMENT: The Lessee shall not assign this Lease or any rights hereunder, and any attempt to sell or assign this Lease or any rights hereunder shall thereby terminate this agreement. In such event any and all payments that shall have been received by the Lessor hereunder shall be deemed to be the property of Lessor and in addition thereto Lessee shall be

Minutes, City of Southaven, Southaven, Mississippi

liable to the Lessor for any and all such damages occasioned by the attempted assignment unless assignment is approved in writing and affixed to this contract.

26. CHARITABLE COLLECTIONS: No collections, whether for charity or otherwise, shall be made, attempted or announced on the premises without the prior written consent of the Lessor.

27. INGRESS/EGRESS: All articles, exhibits, fixtures, materials, displays, staging, lighting, sound equipment, automobiles, motorized vehicles, heavy machinery of the Lessee shall be brought into or taken out of the building only at such entrances as may be designated by the Lessor. No automobiles, motorized vehicles or heavy machinery belonging to or under the control of the Lessee shall be allowed upon the metal ramps of The Arena At Southaven.

28. FAILURE TO TAKE POSSESSION: If the Lessee shall fail for any reason to take possession of or use the premises covered by this Lease, no rent refund shall be made, and the full rent called for by the Lease, including any disbursements or expenses incurred by Lessor in connection therewith, shall be made payable immediately to the Lessor by the Lessee as liquidated damages and not by way of penalty.

29. REFUNDS: Refunds of deposits shall be made if: (1) the Lessee gives written notice of cancellations prior to the commencement of the term of the Agreement; or (2) the event is at least sixty (60) days cancelled by the Lessor not due to Lessee's fault, with the express written consent of the Lessee.

30. INTERRUPTIONS: Lessor shall retain the right to cause the interruption of any performance in the interest of public safety, and to likewise cause the termination of such performance when in the sole judgment of the Lessor such act is necessary in the interest of

Minutes, City of Southaven, Southaven, Mississippi

public safety. In such event, Lessee waives any and all claims for damages or compensation from Lessor.

31. FORCE MAJEURE: In the event The Arena At Southaven or any part thereof shall be destroyed or damaged by fire or any other cause beyond the control of the parties, which shall render the fulfillment of this Lease by the Lessor impossible including, but without limitation thereto, defect, deficiency failure or impairment of the water supply system, drainage system or electrical system, flood, earthquake, acts of God, the requisitioning of the premises by any governmental agency, or by reason of labor disputed between the Lessor and his employees, agents, contractors or subcontractors, then this Lease shall terminate and the Lessee shall pay rental for said premises only up to the date of such termination. Lessee hereby waives any claims for damages or compensation it may have against the Lessor should this Lease be so terminated. Likewise, Lessor hereby waives any claims for damages or compensation it may have against the Lessee should this Lease be so terminated.

32. MEDICAL SERVICE – AMBULANCES: It is further agreed that if Lessee or its agents, representatives, managers, employers, players, performers or participants in or about The Arena At Southaven during the term of this Lease shall at anytime accept or use the services of a physician or surgeon, or accept or use an ambulance service in connection with any injury or sickness occurring to any person while within or about The Arena At Southaven during the term of this Lease, even though such service or services be made available or be obtained through the Lessor or any of its agents or representatives or equipment, the Lessee accepts full responsibility for the act and conduct, or services rendered, of any physician or

Minutes, City of Southaven, Southaven, Mississippi

surgeon or ambulance service or other services, and will hold the Lessor harmless from all responsibility or liability.

33. REMOVAL OF PROPERTY: In the event Lessee fails, neglects or refuses to remove its property from the authorized areas of The Arena At Southaven or adjacent parking lots and driveways promptly upon a termination for default or after the time specified for removal thereof, said property shall be deemed abandoned and the Lessor shall have the right to remove, place in storage or otherwise dispose of any such property at the sole cost and expense of Lessee. Lessee hereby irrevocably constitutes and appoints the Lessor as its special attorney in fact to do and perform all acts necessary in removing, storing and disposing of said abandoned personal property and to execute and to deliver a bill of sale thereof.

34. SITUS: The situs of this Lease is Southaven, Mississippi, and any action, claims, suits or disputes arising hereunder shall be governed by the laws of the State of Mississippi. Should Lessor commence suit against Lessee under the terms of this Lease because of Lessee's breach thereof, Lessee agrees to pay Lessor's reasonable attorney's fee, costs and litigation expenses.

35. PARAGRAPH HEADINGS: The paragraph titles herein are for convenience only and do not define, limit or construe the contents of such paragraphs.

36. CONSTRUCTION OF AGREEMENT: Time, and especially time of payment of monies due from the Lessee, shall be of the essence of this Agreement. Nothing herein shall be construed so as to make Lessee the agent, employee or representative of Lessor for any purpose.

37. WAIVERS AND MODIFICATIONS: No waiver of any provision hereof, other than

Minutes, City of Southaven, Southaven, Mississippi

paragraph 30, shall be effective unless stated in writing and signed by the Lessor and Lessee. This Agreement, with items incorporated herein by reference, shall constitute the entire agreement between the parties, unless modified in writing and executed by Lessor and Lessee.

38. FORCE AND EFFECT: This Lease shall have no force or effect unless executed. The original hereof shall be delivered to the Lessor. Lessee covenants and agrees that its failure to fully and faithfully perform all covenants, conditions and agreements hereunder shall excuse Lessor's continued performance.

39. SALES TAX: If required under the applicable Mississippi Law, Lessee shall notify the Mississippi Department of Revenue of the event, which is the reason for the leasing of the premises, and register the event and be liable for any tax obligations from the event pursuant to Mississippi law. If Lessee is required to register the event with the Mississippi Department of Revenue, Lessee shall provide a \$500 cash bond. Lessee shall provide a tax clearance letter issued by the Mississippi Department of Revenue to Lessor before Lessee shall be allowed to lease the premises. The Lessee shall also provide a letter to each vendor, which shall serve as a sales tax return for the Lessee. The Lessee shall collect the completed sales tax returns and money from each vendor and report all collected taxes to the Mississippi Department of Revenue. Lessee shall indemnify Lessor consistent with Section 21 of this Agreement, from all claims, costs, expenses, taxes, losses, or any and all other actions resulting from Lessee's failure to comply with this Section 40.

40. TERMINATION OF AGREEMENT:

(a) The Park Director and/or the Director of the Arena at Southaven shall have the right to terminate any Lease Agreement, with or without cause, and without penalty or liability, by giving written termination notice at least thirty (30) days in advance of the Lease Period.

Minutes, City of Southaven, Southaven, Mississippi

(b) Lessee agrees that this Lease Agreement may be terminated immediately, without notice, and without penalty or liability, in the event of default by the Lessee in the performance of any of the terms or conditions of this Lease Agreement.

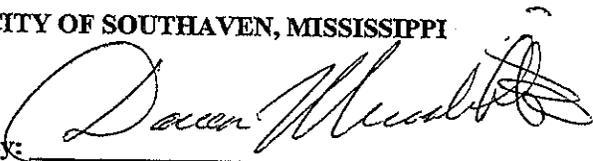
41. ACKNOWLEDGEMENT

Lessee acknowledges its receipt of the Southaven Rental Policy attached hereto as Exhibit A. Lessee agrees to be bound by this Lease and the Policy. In the event of a conflict in the provisions between the Policy and this Lease, Lessor shall, in good faith, determine which provision shall control.

WITNESS OUR SIGNATURES, on this the day and date first above written.

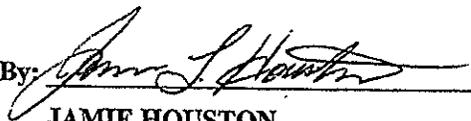
LESSOR:

CITY OF SOUTHAVEN, MISSISSIPPI

By: 

DARREN MUSSELWHITE
MAYOR

LESSEE:

By: 

JAMIE HOUSTON

Owner/Promoter

(Title)

Minutes, City of Southaven, Southaven, Mississippi

The City of Southaven



At the Top of Mississippi

Re: Beer Sales
Southaven Multi-Purpose Arena
and Summit Fighting Championships (MMA)

As referenced in the Lease for the Southaven Multi-Purpose Arena, paragraph 37, Waivers and Modifications; 'no waiver of any provision hereof shall be effective unless stated in writing and signed by the Lessor and Lessee'.

This signed addendum will grant the Lessee, Summit Fighting Championships, the privilege to apply for the permit for the sale of beer (only) at the Southaven Multi-Purpose Arena on 4-12-2014. The official permit must be on site and displayed during the event.

All fees, licenses, and/or permits required by the State of MS for the sale of beer must be acquired by the Lessee prior to the start of the event. Furthermore, an additional liquor or beer liability insurance clause must be in effect for the event date with the same requirements for "additional insured's" to be listed as per paragraph 19, Insurance.

Pursuant to the City's Rental Policy, an alcohol exception was granted by the Southaven Board of Alderman.

Lessee signature

Error! Unknown document property name.

Minutes, City of Southaven, Southaven, Mississippi

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

WHEREAS, the City of Southaven Public Works Department is presently in possession of a vehicle, 2001 Freightliner FL-70, VIN 1FVABUCS12HJ48525 ("Vehicle"), which is inoperable; 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 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 Clerk, or her designee, is hereby authorized and directed to follow Mississippi Code 17-25-25 for the disposition of the Vehicle.

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

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

Error! Unknown document property name.

Minutes, City of Southaven, Southaven, Mississippi

RESOLVED AND DONE, this 1st day of April, 2014.



Darren Musselwhite, MAYOR

ATTEST:



CITY CLERK'S OFFICE



Error! Unknown document property name.

Minutes, City of Southaven, Southaven, Mississippi

CITY OF SOUTHAVEN

Top Of Mississippi

Office of Public Works & Facilities

Bradley K. Wallace, AIA
Director



8710 Northwest Drive
Southaven, MS 38671
Ph. 662-796-2489
Fax 662-796-2493
bwallace@southaven.org

April 1, 2014

RE: Request to surplus City property – damaged Knuckle-boom truck

Mayor Musselwhite and Board members:

Please accept this request from the Public Works Department to surplus an inoperable vehicle from our fleet. This vehicle is a 2001 Freightliner FL-70 VIN - 1FVABUCS12HJ48525. The boom arm does not work and requires replacement that we deem impractical for the cost involved and age of the vehicle. Therefore, it serves no further useful purpose for our Department.

Thank you for your consideration in this matter.

Sincerely,

Bradley K. Wallace, AIA

Southaven Police Department



W. TOM LONG
Chief of Police

STEVE PIRTLE
Deputy Chief of Police

MISSISSIPPI

To: Honorable Mayor Musselwhite and Board of Alderman
From: Steve Pirtle, Deputy Chief of Police
Date: March 27, 2014
RE: Traffic Safety Grant

The Southaven Police Department is requesting authorization to apply for the FY2014 OP Special Wave Grant from the Mississippi Office of Highway Safety in the amount of \$ 15,000.00. This grant will only cover overtime for officers while performing "Click It Or Ticket" safety campaigns.

I have attached 2 documents, the first a memo from Lieutenant Greg Smorowski, SPD Traffic supervisor, and, second is a copy of the grant application. Lieutenant Smorowski's memo explains the reason for the grant, and the application is solely a copy and the figures that are shown are those of another agency, although the grant is for the allotted \$ 15,000.00

Thank you in advance for your consideration in this matter.

Steven E. Pirtle
Deputy Chief of Police

Minutes, City of Southaven, Southaven, Mississippi

Andrea Mullen

From: Greg Smorowski
Sent: Thursday, March 27, 2014 2:44 PM
To: Steve Pirtle; Tom Long
Subject: Traffic Occupant Safety Grant
Attachments: FY14 OP Wave Grant 2 qtr pop up to 15001 plus.docx

Chief Long and D.C. Pirtle,

This grant is available through the Mississippi Office of Highway Safety and it is solely for overtime.

The reason for the grant is to help decrease injuries from motor vehicle crashes through awareness and enforcement of seat belts and child safety restraints. The state of Mississippi is currently around 74% when it comes to usage of seat belts. A study/survey was recently completed in DeSoto County of seat belts and in this area we are currently at 80.5% which is above the state average but below the goal of 84%. We, the City of Southaven, have been offered \$15,000 in grant money to be used solely for overtime to work Occupant Protection (seat belt details) in order to help us acquire the goal of 84%. Due to our population, we are a target area for this grant money.

I would like to request permission from you, the Mayor and Board of Aldermen to apply for this grant money in hopes of making our city a safer place to live and commute.

Attached is a copy of the grant application for your review. If approved, I will complete this application and submit it to you for final approval by yourself, the Mayor and Board.

Thank you,

Lieutenant Greg Smorowski
Southaven Police Department
8691 Northwest Drive
Southaven, MS 38671
Traffic Division
FB/INAA #251

CONFIDENTIALITY NOTICE: This Email and any attachments may contain private, confidential, and privileged material for the sole use of the intended recipient and the City of Southaven. Any review, copying, or distribution of this email and any attachments by others is strictly prohibited by the City of Southaven. If you are not the intended recipient, please contact the sender immediately or support@southaven.org and permanently delete the original and any copies of this email and any attachments thereto.

Minutes, City of Southaven, Southaven, Mississippi

FY14 OP SPECIAL WAVE GRANT APPLICATION
 Mississippi Office of Highway Safety
 1025 North Park Drive
 Ridgeland, MS 39157
 Phone: (601) 977-3700; Fax: (601) 977-3701
 mohs@dps.ms.us

1. Applicant Name: Mailing Address: Telephone: Fax: E-Mail:	2. Date: 3. Beginning and Ending Dates: May 1, 2014 thru September 30, 2014 4. Subgrant Payment Method: <input checked="" type="checkbox"/> Cost Reimbursement Method 5. CFDA # - 20.616 6. DUNS # - 7. Congressional District-
8. Program Title: Occupant Protection	
10. The following funds are requested:	
A. COST CATEGORY	B. SOURCE OF FUNDS
(1) Personal Services-Salary \$12,222.00	(1) Federal \$15,000.00
(2) Personal Services-Fringe \$2,778.00	
TOTAL \$15,000.00	TOTAL \$15,000.00
<p>Goals: To help the State of MS increase the seat belt usage rate from 81.88% in 2012 to 84% in 2014 and decrease the unrestrained fatality rate from 309 in 2011 to 278 in 2014.</p> <p>Performance Measures: Issue at least 504 seat belt and/or child restraint citations.</p> <p>Tasks: Conduct saturation patrols and OP safety checkpoints.</p>	

12. Approved for Grantee: Signature _____ Date _____ Name: Shirley Thomas Title: Office Director/MS Governor's Representative Department of Public Safety, Division of Public Safety Planning, MS Office of Highway Safety	13. Approved for Subgrantee: Signature _____ Date _____ Name: Title:
--	--

Minutes, City of Southaven, Southaven, Mississippi

FY14 OP SPECIAL WAVE GRANT PROPOSED COST DETAIL SUPPORT SHEET

1. Applicant Agency:		3. Ending: September 30, 2014		4. Activity: Occupant Protection		
2. Beginning: May 1, 2014		8. Description of item and/or Basis for Valuation		9. Budget		
5. MOHS Use Only	6. Category			Federal	All Other	Total
7. Line Item						
	Salary & Wages:	Overtime for approx. 4 to 9 officers workings approx. 504 hours @ approx. \$24.25 per hour = \$12222.00 (not to exceed)		\$12,222.00		\$12,222.00
	Fringe:	Approx. FICA 12222.00 X \$7.655 = \$934.98 Retirement 12222.00 X \$15.75% = \$1924.97 \$934.98 + \$1924.97 = \$2859.95 Not to exceed \$2778.00		\$2,778.00		\$2,778.00

TOTALS	\$15,000.00
---------------	--------------------

MOHS USE ONLY:

Minutes, City of Southaven, Southaven, Mississippi

FY14 OP SPECIAL WAVE GRANT PROPOSED TASK BY QUARTER

AGENCY NAME: _____

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS
<p>List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.</p>
<p>3RD QUARTER (MAY & JUNE)</p> <p>Issue approximately 252 seat belt and/or child restraint citations to reach the goal of 504 for FY14.</p> <p>Attend the Click It or Ticket LEL Troop meeting for the district.</p> <p>Attend a Mississippi Association of Highway Safety Leaders (MAHSL) meeting during the month of May.</p> <p>Submit all required reporting by scheduled date(s) as defined in contract by MOHS, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Quarterly Progress reports, etc.)</p> <p><u>Additional Tasks:</u></p> <p>Participate in the Click It of Ticket blitz campaign and reporting.</p> <p>Run a pre and post newspaper article informing the public of the agencies participation in the National Click It or Ticket campaign.</p> <p>Projected Expenditures for Quarter: \$7500.00</p>

SCHEDULE PROJECTION OF TASKS BY QUARTERS
<p>List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.</p>
<p>4TH QUARTER (JULY, AUGUST & SEPTEMBER)</p> <p>Write approximately 252 seat belt and/or child restraint citations to reach the goal of 504 for FY14.</p> <p>Attend the LEL Troop meeting for the district.</p> <p>Attend at least one (1) MAHSL meeting during the quarter.</p> <p>Submit all required reporting by scheduled date(s) as defined in contract by MOHS, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Quarterly Progress reports, etc.)</p> <p><u>Additional Tasks:</u></p> <p>Projected Expenditures for Quarter: \$7500.00</p>

Minutes, City of Southaven, Southaven, Mississippi

Mississippi Office of Highway Safety

FY14 OP Special Wave Agreement of Understanding and Compliance

This agreement made and entered into by and between the State of Mississippi by and through the Mississippi Office of Highway Safety (MOHS), hereinafter referred to as State, and the Governmental Unit or agency named in this application, hereinafter referred to as Applicant.

WHEREAS, the National Highway Traffic Safety Act of 1966, as amended, provides Federal funds to the State for approved highway safety projects for the purpose of reducing injuries and fatalities as result of motor vehicle crashes, and

WHEREAS, the State may make said funds available to state, county, and municipal agencies and/or government or political subdivisions and/or non-profit entities upon application and approval by State and the National Highway Traffic Safety Administration (NHTSA) if applicable, and

WHEREAS, the Applicant must comply with the requirements listed herein, to be eligible for Federal funds in approved highway safety projects, and

WHEREAS, the State is obligated to reimburse NHTSA out of its funds for any ineligible or unauthorized expenditures for which Federal funds have been claimed and payment received, and

WHEREAS, the Applicant has submitted an application for Federal funds for highway safety projects:

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

I. REIMBURSEMENT OF ELIGIBLE EXPENSES

- A. It is mutually agreed that upon written application by Applicant and approval by State and NHTSA (if applicable), State will obligate Federal funds to Applicant account for reimbursement of eligible expenditures as set forth in the application.
- B. It is understood that the State has the right to monitor and pre-audit any and all claims presented for reimbursement. Arrangements have been made for the financial and compliance audit required by OMB Circular A-133, which is to be conducted within the prescribed audit reporting cycle (failure to furnish an acceptable audit, as determined by the cognizant Federal agency, may result in denial or require return of Federal funds). It is mutually agreed and promised that Applicant reimburse State for any ineligible or unauthorized expenditure for which Federal funds have been claimed and payment received as determined by a State or Federal audit.
- C. It is also understood, pursuant to Section 18.42(e)(1) of Title 49 Code of Federal Regulations, the awarding agency and the Comptroller General of the United States, or any of their authorized representatives (such as National Highway Traffic Administration otherwise known as NHTSA), shall have the right of access to any pertinent books, documents, papers, or other records of grantees and sub-grantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.
- D. It is further agreed that where reimbursement is made to Applicant in installments, State shall have the right to withhold any installments to make up reimbursement(s) received for any ineligible or

Minutes, City of Southaven, Southaven, Mississippi

unauthorized expenditure until such time as the ineligible claim is made up or corrected by Applicant.

- E. Unless otherwise directed, Applicants must submit monthly reimbursement forms and back up documentation, by the 10th business day of the month to receive reimbursement for project activities. Tasks by Quarter Reports, reflect the status of project implementation and progress toward reaching goals. Each progress report shall describe the project status quarterly and shall be submitted to the State no later than fifteen (15) days following the end of each quarter. A Final Closeout Report must be submitted to the MOHS within forty five (45) days of completion of the project (November 15th) unless otherwise directed. Appropriate forms will be provided to the Project Director along with a reminder notice advising date that each is due.

Any Applicant delinquent in submitting quarterly and/or final accomplishment reports, or reports that lack sufficient detail of progress during the period in question, will be subject to having submitted reimbursement requests withheld. Once sufficient reports to substantiate adequate progress have been submitted, reimbursement requests will be processed.

II. ON-SITE MONITORING AND EVALUATION

Pursuant to Federal guidelines, the State has developed a plan for evaluating all projects. The evaluation can include on-site monitoring both during and at the end of each grant period. All written documents will be reviewed to determine progress, problems and payoffs of the project.

III. PROPERTY AGREEMENT

- A. Facilities and equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the MOHS; or the State, by formal agreement with appropriate officials of a political subdivision, State agency, or non-profit entities.
- B. It is mutually agreed and promised that the Applicant shall immediately notify the MOHS if any equipment purchased under this project ceases to be used in the manner as set forth by the project agreement. In such event, Applicant further agrees either to give credit to the project cost or to another active Highway Safety project for the residual value of such equipment in an amount to be determined by the MOHS or to transfer or otherwise dispose of such equipment as directed by the MOHS.
- C. It is mutually agreed and promised by the Applicant that no equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of the MOHS.
- D. It is mutually agreed and promised that the Applicant shall maintain, or cause to be maintained for its useful life, any equipment purchased under this project.
- E. Each recipient of Section 402 funds has a financial management system that complies with the minimum requirements of 49 CFR Part 18.
- F. Each recipient of Section 402 funds has a procurement system that complies with the minimum requirements of 49 CFR Part 18.
- G. All equipment awarded in this project agreement/contract in connection with this project must be ordered within ninety (90) days after project implementation. If unforeseen circumstances arise which prohibit this being accomplished, please notify the MOHS of the anticipated delay.

Minutes, City of Southaven, Southaven, Mississippi

V. STAFFING

Positions covered by this project that are 100% funded are new positions. If staff of the Applicant agency is transferred to work on this project, they must be replaced with prior approval by MOHS. Salaries in this project are for the purpose of remuneration for personal services over and above the present manpower level of the agency. All full time funded positions require time certification and/or detailed activity documentation as directed by MOHS.

7. GENERAL PROJECT REQUIREMENTS

A. All out-of-state travel must have prior written approval by the MOHS. Requests for approval should be submitted to the MOHS not less than two (2) weeks before the intended date of travel. All federal funded travel requires itemized receipts for expenses incurred as well as an authorized travel voucher and cost must be based on current state and federal policies.

B. No budget modification requests will be accepted by the MOHS after **June 30th**.

C. Applicant must submit any proposed agreements for contractual services to the MOHS for final approval prior to acceptance. Contracts may be subject to review and approval by NHTSA.

D. Any program income earned by projects financed in whole or in part with Federal funds must be documented and accounted for. Program income earned during the project period shall be retained by the Applicant and used for project related expenses or to offset eligible expenses.

E. Local government Applicant must complete the "Local Governmental Resolution" included within this document, or a similar, equally binding resolution.

F. Applicant must submit the most current copy of the following policies with the application for funding. If agency does not have a current policy, please inform the MOHS of the un-availability of the policy.

- Seat belt policy;
- Warning citation policy(if available);
- Pursuit policy;
- Overtime (STEP) policy;
- Checkpoint policy;
- Saturation patrol policy;
- Payroll policy to include: overtime, payroll schedule(payload period begin/end dates & check date), leave policy (vacation, sick leave, holiday, & compensatory time); and
- Agency seat belt survey procedures must be provided if usage rate is identified as a goal within contract.

G. Compliance form(s) included in this agreement of understanding, dependent upon funding source and program activities, are required to be completed as defined by the MOHS.

H. All programs awarded incentive and/or promotional items are required to complete compliance form and have an approved distribution plan on file. All promotional items require prior approval by the State before requesting.

Minutes, City of Southaven, Southaven, Mississippi

- I. All training received under federal funded programs must be program related and a certificate of completion must be available for inspection.
- J. An Inventory Control form must be completed for all equipment. All equipment cost exceeding \$500.00 will be tagged with a DPS inventory control number. All equipment will be maintained on a MOHS and agency inventory data base.
- K. Applicant must meet all reporting, meeting(s)/scheduled events, along with all other requirements as set forth in the contract by the MOHS.
- L. Termination of Agreement:
 - The MOHS in the event of Applicant noncompliance with any of the provisions of this agreement may terminate this agreement by giving the Applicant a thirty (30) day notice. The MOHS, before issuing notice of termination of this agreement, shall allow the Applicant a reasonable opportunity to correct noncompliance issues. For noncompliance with the nondiscrimination section of this agreement or with any of the said rules, regulations or orders, this agreement may be canceled, terminated, or suspended in whole or in part.
 - The Applicant may terminate its participation in this agreement by notifying and receiving the concurrence of the MOHS thirty (30) days in advance of the termination.
 - Contract Changes: Any proposed major changes in this agreement that would result in changes in the scope, character, or complexity of the agreement, as determined by the MOHS, shall require supplemental agreement. Any proposed minor changes in this agreement may be authorized by the Governors Highway Safety Representative, or their delegate, by notifying the Applicant in writing of the approved changes.
 - Contracts Under This Agreement: Unless otherwise authorized in writing by the MOHS, the Applicant shall not assign any portion of the work to be performed under this agreement, or execute any agreement, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this agreement without the prior written concurrence of the MOHS. Any subcontract under this agreement must include all required and/or applicable clauses and provisions of this agreement.

VI. UNALLOWABLE COST

Limitations and Conditions: The provisions stated in the following section are not intended to deny flexibility in supporting potential accident and injury reduction activities; however, the conditions do serve as a guide in describing costs that are not allowable for highway safety funding.

The following are unallowable:

1. Facilities
 - a. The cost of land is not allowable.
 - b. The cost of construction or reconstruction of driving ranges, towers, and skid pads are not allowable.
 - c. The cost of construction, rehabilitation, remodeling, or office furnishings and fixtures for State, local or private buildings or structures are not allowable.

Minutes, City of Southaven, Southaven, Mississippi

d. Cell phones, guns and office furniture are not allowable for purchase with these funds under any circumstances.

2. Equipment

- A. Costs for equipment purchases exceeding \$5,000.00 must have prior approval from NHTSA. The MOHS will obtain the approval letter and provide a copy to the APPLICANT.
- B. Where major multi-purpose equipment is to be purchased, costs shall be factored, based on utilization for highway safety purposes.
- C. Costs for the following equipment items are allowable only if a part of a comprehensive program effort. All allowable equipment must be included on the Federal Conformation Product List (CPL):
 - (1) Police traffic radar and other speed measuring devices used by the police (devices must meet the recommended federal guidelines);
 - (2) Alcohol testing; and
 - (3) Mobile video systems.

3. Travel

- A. Except as separately approved by NHTSA and the MOHS, the cost of international travel is not allowable.
- B. All requests for out-of-state travel must be approved in advance in writing by the MS Office of Highway Safety.
- C. Travel in and out of the State must be included in the Highway Safety Grant Application and subsequent project agreement/contract.
- D. Plans for out-of-state travel should be submitted with the grant application.
- E. All travel must be submitted on the MOHS/DPS Travel voucher, Form Number 13.20.10.

4. Training

- A. The cost of training is allowable using DOT/NHTSA developed, equivalent, or endorsed curriculum. Training must be approved in advance.
- B. Development costs of new training curriculum and materials are allowable if they will not duplicate materials already developed for similar purposes by DOT/NHTSA or by other states. This does not preclude modifications of present materials necessary to meet particular state and local instructional needs.
- C. Costs are not allowable to pay for an employee's salary while pursuing training, nor to pay the salary of the employee's replacement except where the employee's salary is supported 100% with 402 funds under an approved project.
- D. Proposed training must be included with the grant application. Only DUI/alcohol training is allowed under alcohol funding. Occupant protection training is allowed under occupant protection funding.

5. Program Administration

Supplanting, includes: (a) replacing routine and/or existing State or local expenditures with the use of Federal grant funds and/or (b) using Federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of State, local, or Federally-recognized Indian tribal governments.

6. Public Communications

Cost to purchase program advertising space in the mass communication media is not allowable for sub-grantees.

Minutes, City of Southaven, Southaven, Mississippi

FEDERAL, STATE AND MOHS CERTIFICATIONS AND ASSURANCES FEDERAL CERTIFICATIONS AND ASSURANCES

VII. NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended (42 U.S.C. 12101, *et seq.*), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires Federal-aid recipients and all subrecipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities; (f) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (h) Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, *et seq.*), relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

VIII. THE DRUG-FREE WORKPLACE ACT OF 1988 (41USC 8103)

The State will provide a drug-free workplace by:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- Establishing a drug-free awareness program to inform employees about:
 - o The dangers of drug abuse in the workplace.
 - o The grantee's policy of maintaining a drug-free workplace.
 - o Any available drug counseling, rehabilitation, and employee assistance programs.
 - o The penalties that may be imposed upon employees for drug violations occurring in the workplace.
 - o Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
- Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - o Abide by the terms of the statement.
 - o Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.

FY 15 OP Special Wave Grant Application

Minutes, City of Southaven, Southaven, Mississippi

- Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction.
- Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
 - o Taking appropriate personnel action against such an employee, up to and including termination.
 - o Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

X. BUY AMERICA ACT

(applies to subrecipients as well as States)

The State will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

X. POLITICAL ACTIVITY (HATCH ACT)

(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XI. CERTIFICATION REGARDING LOBBYING

(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Minutes, City of Southaven, Southaven, Mississippi

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XII. RESTRICTION ON STATE LOBBYING (applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

XIII. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (applies to sub-recipients as well as States)

Instructions for Primary Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this

Minutes, City of Southaven, Southaven, Mississippi

clause, have the meaning set out in the Definitions and coverage sections of 49 CFR Part 29. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

Minutes, City of Southaven, Southaven, Mississippi

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Minutes, City of Southaven, Southaven, Mississippi

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

IX. POLICY ON SEATBELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information on how to implement such a program, or statistics on the potential benefits and cost-savings to your company or organization, please visit the Buckle Up America section on NHTSA's Web site at www.nhtsa.dot.gov. Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in the Washington, DC metropolitan area, and dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to provide technical assistance, a simple, user-friendly program kit, and an award for achieving the President's goal of 90 percent seat belt use. NETS can be contacted at 1 (888) 221-0045 or visit its Web site at www.trafficsafety.org.

X. POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or -rented vehicles, Government-owned, leased or rented vehicles, or privately-owned when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

XI. ENVIRONMENTAL IMPACT

The Governor's Representative for Highway Safety has reviewed the State's Fiscal Year highway safety planning document and hereby declares that no significant environmental impact will result from implementing this Highway Safety Plan. If, under a future revision, this Plan is modified in a manner that could result in a significant environmental impact and trigger the need for an environmental review, this office is prepared to take the action necessary to comply with the National Environmental Policy Act of 1969 (42 U.S.C. 4321, *et seq.*) and the implementing regulations of the Council on Environmental Quality (40 CFR Parts 1500-1517).

Minutes, City of Southaven, Southaven, Mississippi

STATE CERTIFICATION AND ASSURANCE

CERTIFICATION AND STANDARD ASSURANCE REQUIREMENT FOR:
APPLICANT GRANTEES AND SUB-GRANTEES

CONCERNING: STATE, COUNTY AND LOCAL EMERGENCY RESPONSE AND VEHICULAR PURSUIT POLICIES

When truly applicable and in full cooperation with the Mississippi Office of Highway Safety, all grant and/or sub-grant recipients (regardless of the type of entity or the amount awarded) must show substantial compliance with the following statutory requirement:

On or after January 1, 2005, each state, county and local law enforcement agency that conducts Emergency response and vehicular pursuits shall adopt written policies and training procedures that set forth the manner in which these operations shall be conducted. Each law enforcement agency may create its own policies or adopt an existing model. All pursuit policies created or adopted by any law enforcement agency must address situations in which police pursuits cross over into other jurisdictions. Law enforcement agencies which do not comply with the requirements of this provision are subject to the withholding of any state funding or state administered federal funding.

MS Code Annotated § 45-1-43, effective from and after July 1, 2004.

The obligation of a recipient is to formulate, implement, and maintain certain written pursuit policies and training procedures which specifically set forth how these operations shall be conducted in accordance with State law. Note that "recipient" means any state, county or local law enforcement agency that conducts emergency response and vehicular pursuits and which may also receive any state funding or state administered federal funding.

A true copy of the law enforcement agency's emergency response and vehicular pursuit policy with pertinent training procedures must be included as an attachment to this Certification and Standard Assurance document. However, when otherwise allowed to submit an alternative for the required documentary confirmation, recipient must specifically identify and acknowledge the use of viable pertinent policies and training procedures, as these factors may be especially expressed through an appropriate letter or timely memorandum of understanding. All relevant information submitted or received shall become an actual documented part of the grant application and thus will be placed within the MOHS master file for grants.

During any occurrence or time period for application, selection, award, implementation or close out of a grant or an award, if the grantee, sub-grantee, or recipient does not show compliance with the statute emphasized above, the grantee, sub-grantee or recipient is subject to the withholding of any state funding or state administered federal funding. Failure of grantee, sub-grantee or recipient to communicate the relevant policy that is required by statute may lead to adverse cost adjustment, disallowance of costs and/or recovery of pertinent project funds. Such recovery may be accomplished on the basis of offset levied against any and all advanced funding, requests for reimbursements, or award of funds.

MOHS CERTIFICATIONS AND ASSURANCES OCCUPANT PROTECTION HIGH VISIBILITY ENFORCEMENT (HVE)

All MS Office of Highway Safety Subgrantees must participate in each the following:

FY15 OP Special Wave Grant Application

Minutes, City of Southaven, Southaven, Mississippi

Each agency funded under a 402 Occupant Protection Federal grant must participate in the National Click It or Ticket Campaign Mobilization and Child Passenger Safety week. Forms containing the number of child restraint/safety belt citations, etc. must be submitted by the reporting deadline set forth by the MS Office of Highway Safety for the National Click It or Ticket Campaign.

Each agency must generate earned media (example: press conference, TV ads, radio ads or print news articles) either before, during, or after HVE (High Visibility Enforcement) national campaign events and must submit documentation with each quarterly report.

SUBGRANTEE PROMOTIONAL/INCENTIVE COMPLIANCE

All Current MS Office of Highway Safety subgrantee must adhere to the following compliance when ordering, receiving and distributing promotional items for the project:

**All Subgrantees must have prior approval in writing by MOHS before making any request related to promotional/incentive items. A distribution plan must be submitted for approval by the program manager as well.

Promotional items: must be used to promote the programs in which are funded. Items purchased to be given away should further enhance the public's knowledge and awareness of the program the agency is implementing with federal funding. Items can be distributed during educational presentations and seminars for area schools, colleges, civic clubs, participating agencies and the general public to make them aware of the current data and dangers attributed to your program.

EQUIPMENT CERTIFICATION:

Equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the sub-grantee; or the State, through formal agreement with appropriate officials of a political subdivision or State agency, shall cause such equipment to be used and kept in operation for highway safety purposes. (23 CFR 1200.21)

Costs for equipment items are allowable only as part of a comprehensive program effort. All allowable equipment must be included on the Federal Conformation Product List (CPL), where applicable.

**All Subgrantees must have prior approval in writing by MOHS before making any purchase related to equipment.

DEBARMENT CERTIFICATION:

I, _____ (Signatory Official) do hereby certify that _____ (sub-grantee/agency) is not or has not been barred from contracting or entering into contracting with the MOHS for a project/ projects utilizing federal funds.

Signatory Official

Minutes, City of Southaven, Southaven, Mississippi

CERTIFICATION AND STANDARD ASSURANCE

As the Authorized Official, I certify by my signature below, that I have fully read and am cognizant of our duties and responsibilities under the emergency response and vehicular pursuit policies statute. Therefore, I hereby comply with this Certification and Standard Assurance requirement by submitting a true copy of the applicable state, county or local emergency response and vehicular pursuit policies with training procedures which are pertinent to this organization.

* * * * *

[ATTACH TO THIS DOCUMENT: ALL APPLICABLE STATE, COUNTY OR LOCAL EMERGENCY RESPONSE AND VEHICULAR PURSUIT POLICIES WITH TRAINING PROCEDURES]

This original signed form, together with the pertinent state, county or local policies to include but not limited to the emergency response and vehicular pursuit policies with training procedures must be returned to the Mississippi Office of Highway Safety, Division of Public Safety Planning, Department of Public Safety, upon approval of the contract and prior to the beginning date.

Assurance Requirement of Subgrant Recipients:

In cooperation with the Mississippi Office of Highway Safety, all grant and/or subgrant recipients (regardless of the type of entity or the amount awarded) must comply with the following notice requirement:

During any occurrence or time period for application, selection, award, implementation or close out of a grant or an award, if the grantee, sub-grantee, or recipient: plans, organizes, sponsors or holds any seminar, conference, convention, symposium, training, event or any other meeting which encumbers, utilizes, expends or will encumber, utilize or expend grant funds, including all reimbursements derived from, generated in whole or in part, or determined to be proceeds of the grant or award; the grantee, sub-grantee or recipient must appropriately notify in writing, the MOHS program manager, the MOHS Director and/or the DPSP Executive Director of the planning for such an occurrence and afford opportunity for DPSP-MOHS personnel to attend and to participate, if they so desire.

Failure of grantee, sub-grantee or recipient to communicate relevant advance notice may lead to cost adjustment, disallowance of costs and/or recovery of pertinent project funds on the basis of offset levied against any and all advanced funding, requests for reimbursements, or award of funds.

As the Authorized Official for, _____ (grantee, sub-grantee, or recipient), I certify by my signature below, that I have fully read and am cognizant of our duties and responsibilities under this requirement. Therefore, I promise and will comply with this State Certification and Assurance condition.

Authorized Official's Signature
(Grantee, Sub-grantee or Recipient)

Date

[Typed or Printed Name]

[Person's Organizational Title]

* * * * *

This original signed form (blue ink only) must be returned to the Mississippi Office of Highway Safety, Division of Public Safety Planning, Department of Public Safety, within 10 days of the grant award beginning date.

FY15 OP Special Wave Grant Application

Minutes, City of Southaven, Southaven, Mississippi

LOCAL GOVERNMENTAL RESOLUTION AGREEMENT AND AUTHORIZATION TO PROCEED

WHEREAS, the _____
(Governing Body of Unit of Government)

herein called the "SUBGRANTEE" has thoroughly considered the problem addressed in the application (entitled) _____ and has reviewed the project described in the application; and

WHEREAS, under the terms of Public Law 89-564 as amended, the United States of America has authorized the Department of Transportation, through the Mississippi Office of Highway Safety to make federal contracts to assist local governments in the improvement of highway safety,

NOW THEREFORE BE IT RESOLVED BY THE _____
(Governing Body of Unit of Government)

IN OPEN MEETING ASSEMBLED IN THE CITY _____ MISSISSIPPI,
THIS _____ Day of _____, 20 _____ AS FOLLOWS:

1. That the project above is in the best interest of the Applicant and the general public.
2. That the _____
(Name and Title of Representative) be authorized to accept, on behalf of the Subgrantee an award in the form prescribed by the MS Office of Highway Safety for federal funding in the amount of \$ _____
(Federal Dollar Requested) to be made to the Subgrantee defraying the cost of the project described in the award.
3. That the Subgrantee has formally agreed to provide a cash and/or in-kind contribution of \$ _____
(Local Match Amount) as required by the project. (If Applicable)
4. That certified copies of this resolution be included as part of the award referenced above.
5. That this resolution shall take effect immediately upon its adoption.

DONE AND ORDERED IN OPEN MEETING BY: _____
(Chairman/Mayor - Blue Ink)

Commissioner/Councilman _____ offered the foregoing resolution and moved its adoption, which was seconded by Commissioner/Councilman _____ and, was duly adopted.

Date: _____

Attest: _____

Seal

Minutes, City of Southaven, Southaven, Mississippi

By:

_____ (Blue Ink)

Minutes, City of Southaven, Southaven, Mississippi



City of Southaven

Department of Information Technology & Emergency Communications

March 31, 2014

To: Darren Musselwhite, Mayor
Chris Wilson, CAO

From: Chris Shelton, Director of I.T.E.C. & W. Tom Long, Chief of Police

Re: **Emergency Purchase of Generator for Southaven Police**

Mayor Musselwhite and Mr. Wilson,

The existing emergency generator that provides back-up electrical service for the Southaven Police Department facility located at 8691 Northwest Drive has proven to be unreliable to support public safety. This generator has failed and proper replacement parts have become obsolete.

This emergency backup generator is required to support the duties of Public Safety and must be replaced A.S.A.P. In accordance with Section 31-7-1 (f) of the Mississippi Code, the normal competitive bid process for a project of this scope was bypassed to avoid any adverse impact upon the Police Department to Provide Public Safety. A quote from Thompson Power was obtained in the amount of \$83,015.50. This quote includes, all necessary installation equipment and installation of a 125 kw Caterpillar Generator, 525 gallon fuel tank, and 2 Automatic Transfer Switches. (for additional information, please see the attached quote)

Respectfully,

Chris Shelton

W. Tom Long

Minutes, City of Southaven, Southaven, Mississippi

902-620-902
Fac Msmt

THOMPSON

CAT

Thompson Power

Monday, March 24, 2014

Chris Shelton
City of Southaven

Thanks for the opportunity to quote on the Emergency Power System for the Southaven Police Dept. project. This quote is based on the assumption that City of Southaven becomes a Member of NJPA or purchases through a NJPA Member Organization.

- 1) Caterpillar/Olympian Generator Set Model D125 rated for 125kw Standby:
- In-Line 6 cylinder Turbocharged Caterpillar Diesel Engine - EPA Tier 3 Certified.
 - PMG excited generator, wired for 120/208V three phase, 60 Hz, .5% voltage regulation
 - Auto-Start control panel - NFPA 110
 - Remote Annunciator
 - Engine coolant heater - Radiator with fan guards
 - Battery charging alternator - Battery and cables - 12vdc starter motor - 10 Amp 12 vdc Battery Charger
 - Air cleaner and oil filter - Oil and antifreeze
 - Vibration isolators between engine/alternator and base frame
 - Sound Attenuated Weather Protective Enclosure
 - Critical exhaust silencer mounted inside enclosure
 - UL listed output circuit breaker

Caterpillar List Price \$49,779.00 x .50 NJPA Multiplier = \$ 24,889.50 Net Cost

1) Lot of other equipment and installation:

525 Gal.(48hrs.@100%, 80hrs.@50%) Custom Dual Wall UL Listed Sub-base Fuel Tank

Automatic Transfer Switches and added gen set circuit breakers for a fully 100% redundant emergency standby power system:

2) 225 Amp & 1) 400 Amp; 3 pole, NEMA 3R, UL 1008 listed.

1) 255 Amp & 1) 400 AMP ABB breaker

Installation of all above components. Includes all necessary freight, offloading, labor, conduit, cables, concrete pads and incidentals for a complete turn-key installation . Includes new concrete pad. . Includes installation of new Generator set with conduit and conductors inside building from the East side to West side to pick up load currently connected to the existing Onan system on the West Side. Includes temporary connection (performed after hours and at overtime rates) around the existing Onan ATS while it is being replaced with the new one. Includes New Remote Annunciator installed indoors next to existing Remote Annunciator with control wiring installed from new gen-set location. Includes disconnecting existing Onan gas gen-set electrical lines and gas piping. Existing Onan will be retired in place for disposal by owner.

Net Cost = \$ 58,126.00

Total Project Cost = \$ 83,015.50

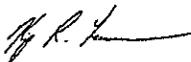
Note: Taxes are NOT included in the above price.

Terms, net 30 days after invoice, pending credit approval.

Warranty: 2 Years standby. Delivery: GEN-SET = 10-12 weeks; ATS = 4-6 weeks

Minutes, City of Southaven, Southaven, Mississippi

If you have any questions, please call.
Sincerely,



Kip Lemons
Sales-Power Products
Phone 901-344-5673, cell: 901-568-8494

City of Southaven
Docket of Claims



Warrant #: C-040114 & W-040114

City of Southaven Claims Docket
Warrant #: C-040114 & W-040114

Page 1 of 35

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
6376	0	216673	1014	A QUALITY	DODGE DAKOTA REPAIRS - ENG DEPT	\$ 480.00
36291	0	217109	424	A TO Z ADVERTISING	MOTOR PATROL GOLF SHIRTS	\$ 70.00
36338	0	216671	424	A TO Z ADVERTISING	MUGS - PR SPD	\$ 540.60
11321	0	216584	23	A-1 SEPTIC TANK SERV	SHETLAND GARDENS - FEB 2014	\$ 3,570.00
3584731	0	217229	6142	ACCESS POINT INC	PHONE SERVICES - POLICE	\$ 385.24
5930	0	216651	12445	ACCURATE LAW ENFOR	J ELLIS 2014 ALLOT	\$ 347.92
032514	0	216828	10184	ACKERMAN JOHNNY	UMPIRE	\$ 344.00
9025204804	0	217204	6479	AIRGAS MID SOUTH	MATERIALS FOR SHOP	\$ 155.13
032314	0	216942	21354	ALEXANDER DALLAS	SCOREKEEPER	\$ 24.00
04-8001	0	216772	116	AMERICAN EVENT TENTS	SPRINGFEST 2014	\$ 3,649.30
114538	0	216895	883	AMERICAN TIRE REPAIR	205 MOUNT/DISMOUNT	\$ 100.00
115484	0	216583	883	AMERICAN TIRE REPAIR	TIRES - TRUCK 806	\$ 724.00
C03303-000	0	216906	20462	AMTEC LESS LETHAL SY	MARKING ROUNDS & SIMUNITION	\$ 3,624.60
032514	0	216829	14489	ANDERSON GREGORY	UMPIRE	\$ 70.00
9003027182	0	217084	17049	ANIMAL HEALTH INTERN	PROFESSIONAL SERVICES	\$ 189.97
20140003	0	217107	18530	APCO	POOLE/RUSHING REGISTRATION	\$ 900.00

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
581-4998261	0	216733	156	ARAMARK UNIFORM SERV	MATS @ CITY HALL	\$ 228.56
581-4998260	0	216938	156	ARAMARK UNIFORM SERV	MATS @ COURT	\$ 108.21
581-4994898	0	216813	156	ARAMARK UNIFORM SERV	RUBBER MATS	\$ 108.21
581-4994899	0	216814	156	ARAMARK UNIFORM SERV	RUBBER MATS	\$ 228.56
1414201403	0	216896	17546	ARISTA	FEB 2014 WATER BILL POSTAGE	\$ 8,335.98
16618	0	216897	17546	ARISTA	FEB 2014 WATER BILL PRINTING	\$ 2,467.28
278	0	217151	18967	ARROW DISPOSAL	GARBAGE COLLECTION SERVICES	\$ 88,612.41
35777	0	216767	16177	ASKEW HARGRAVES	FEMA STORM SHELTER	\$ 30,482.62
449260500314	115597	216555	13136	AT&T	PHONE SERVICES - COLLEGE RD TOWER SCADA	\$ 55.00
031014	0	216714	1167	AT&T MOBILITY	ACCT#0563125769001	\$ 0.27
287251720314	0	217207	1167	AT&T MOBILITY	PHONE SERVICES	\$ 186.47
287255730314	115598	216449	1167	AT&T MOBILITY	MI-FI	\$ 40.25
820661420314	115598	216566	1167	AT&T MOBILITY	PHONE SERVICE - POLICE	\$ 191.11
287251660314	115598	216554	1167	AT&T MOBILITY	PHONE SERVICE - UTILITIES	\$ 186.57
22814	115598	216443	1167	AT&T MOBILITY	PHONE SERVICES - ARENA	\$ 69.51
820538860314	115598	216451	1167	AT&T MOBILITY	PHONE SERVICES - DATA CARDS	\$ 90.50
287251660414	115598	216568	1167	AT&T MOBILITY	PHONE SERVICES - POLICE	\$ 114.22
287252250314	115598	216450	1167	AT&T MOBILITY	PHONE SERVICES - PUBLIC WORKS	\$ 114.22
491X03112014	115616	216569	1167	AT&T MOBILITY	IT CELL PHONES	\$ 600.71
3253-6FY14	0	216784	1145	ATMOS ENERGY	2101 COLONIAL HILLS DR - PARKS	\$ 292.38
3119-6FY14	0	216785	1145	ATMOS ENERGY	2101 COLONIAL HILLS DR - PARKS	\$ 1,486.42
6445-5FY14	115272	216435	1145	ATMOS ENERGY	5813 PEPPERCHASE - BLDG B - PUBLIC WORKS	\$ 1,363.89

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
6196-5FY14	115272	216437	1145	ATMOS ENERGY	5813 PEPPERCHASE - BLDG. A - PUBLIC WORKS	\$ 1,094.48
6721-5FY14	115272	216436	1145	ATMOS ENERGY	5813 PEPPERCHASE DR - BLDG C - PUBLIC WORKS	\$ 853.85
9368-6FY14	115599	216441	1145	ATMOS ENERGY	1940 STATELINE RD W	\$ 935.82
3113-6FY14	115599	216446	1145	ATMOS ENERGY	385 MAIN ST.	\$ 1,337.10
6337-6FY14	115599	216567	1145	ATMOS ENERGY	8779 WHITWORTH - POLICE	\$ 23.58
4209-5FY14	115599	216440	1145	ATMOS ENERGY	STORAGE BLDG ON WHITWORTH	\$ 13.11
2695-6FY14	115620	216782	1145	ATMOS ENERGY	7980 SWINNEA RD	\$ 748.11
2435-6FY14	115620	216894	1145	ATMOS ENERGY	8400 GREENBROOK PKWY	\$ 17.81
3076-6FY14	115620	216646	1145	ATMOS ENERGY	8925 SWINNEA RD - PARKS	\$ 104.77
032314	0	216943	10289	AUSTIN LEE	SCOREKEEPER	\$ 160.00
59327	0	216711	19589	BAKER SERVICES	FEB 2014 METER READING	\$ 15,701.64
032314	0	217004	9854	BARNETT PHILIP	SOFTBALL UMPIRE	\$ 97.50
032414	0	217097	13180	BARR DON	REIMBURSE 2014 CLOTHING ALLOT	\$ 136.40
032314	0	216944	16045	BARTLEY COURTNEY	SCOREKEEPER	\$ 150.00
032514	0	216830	9480	BAXTER ED	UMPIRE	\$ 517.00
032514	0	216831	18711	BENBOW RAYMOND	UMPIRE	\$ 96.00
157092	0	216931	268	BEST CHANCE JANITOR	BLEACH - PARKS DEPT	\$ 59.76
156959	0	216712	268	BEST CHANCE JANITOR	PAPER PRODUCTS - PARKS	\$ 2,393.20
2013864	0	217137	17201	BEST-WADE PETROLEUM	HYDRÖLIC OIL FOR SHOP	\$ 1,228.29
125285	0	216741	585	BETTER MARKETING KON	COPY PAPER - COURT	\$ 499.50
15400	0	217095	407	BILL FOWLER'S BODYWO	UNIT #3109 - REPAIRS	\$ 3,246.86
032514	0	216832	16175	BLACK DAVID	UMPIRE	\$ 365.00

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
2060742	0	216933	312	BOB LADD & ASSOCIATE	KEY UNCOMMON - PARKS DEPT	\$ 103.80
032314	0	217005	21373	BOBO NATHAN	SOFTBALL UMPIRE	\$ 97.50
032514	0	216833	1043	BOSLEY, JEFF	UMPIRE	\$ 224.00
032314	0	217006	19951	BOYLAN GLENN	SOFTBALL UMPIRE	\$ 162.50
032314	0	217007	18755	BOYLAN JESSIE LEE	SOFTBALL UMPIRE	\$ 162.50
032314	0	216971	16464	BRANDON SEALS	SCOREKEEPER	\$ 20.00
030714	0	217125	15273	BROOKS WILLIAM	REIMBURSE EXPENSES - WASHINGTON DC TRIP	\$ 955.76
032314	0	216945	17673	BROWER TALMAGE	SCOREKEEPER	\$ 70.00
5893456	0	217132	663	BULLFROG AMOCO	MATERIALS FOR EQUIPMENT	\$ 80.00
STMT10020117	0	216758	17086	BUTLER SNOW	GENERAL SERVICES - FEB 2014	\$ 18,333.33
12320915	0	216713	1056	BWI MEMPHIS	FIELD MARKER / TURFACE MVP	\$ 1,370.39
12325065	0	216637	1056	BWI MEMPHIS	TURFACE MVP	\$ 290.00
APP2PP	0	216690	19091	C. B. DEVELOPERS, IN	PAY APP 2 - PLUM POINT SEWER PROJECT	\$ 16,978.59
APP3-PP	0	217217	19091	C. B. DEVELOPERS, IN	PAY APP 3 - PLUM POINT SEWER PROJECT	\$ 19,816.93
031714	0	216923	21019	CAIN LINDA A	LINE DANCE INSTRUCTOR	\$ 30.00
032014	0	216597	2083	CALARCO CARL	REIMBURSE FOR EMT LICENSE	\$ 56.95
031814	0	216757	20917	CALARCO CARL - RENTA	SPORTS REFUND	\$ 45.00
925062917	0	216934	6738	CALLAWAY GOLF	GL CG DAWN PATROL	\$ 14.19
925062878	0	216935	6738	CALLAWAY GOLF	GOLF GLOVES	\$ 752.00
925025953	0	216705	6738	CALLAWAY GOLF	HATS/BALLS - GOLF COURSE	\$ 588.90
032314	0	216946	21343	CARDELLI KELLY	SCOREKEEPER	\$ 90.00
1897-196805	0	217214	993	CARQUEST AUTO PARTS	MATERIALS FOR SHOP	\$ 4.10

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
032514	0	217051	11133	CARSON ANITA	SOCCER REF	\$ 90.00
032514	0	217052	2574	CARSON, MICHAELA	SOCCER REF	\$ 335.00
STMT636225	0	217117	14437	CB RICHARD ELLIS COR	LEASE - COURT PARKING	\$ 429.00
03-10-14	0	216922	1234	CENTURYLINK	ACCT 300093468	\$ 151.05
031014	0	216921	1234	CENTURYLINK	ACCT 400200022 - PARKS DEPT	\$ 1,099.35
300095240314	0	217206	1234	CENTURYLINK	PHONE SERVICES - PARKS	\$ 46.87
300091220314	0	217231	1234	CENTURYLINK	PHONE SERVICES - POLICE	\$ 234.98
300095070314	0	217205	1234	CENTURYLINK	PHONE SERVICES - PUBLIC WORKS	\$ 42.04
300096130314	115621	216645	1234	CENTURYLINK	PHONE SERVICE - PARKS	\$ 44.96
400200370314	115621	216644	1234	CENTURYLINK	PHONE SERVICE - PARKS	\$ 121.35
300091240414	115621	216783	1234	CENTURYLINK	PHONE SERVICES - FIRE	\$ 93.69
032514	0	217053	18076	CHENOWETH BRANDON	SOCCER REF	\$ 135.00
189152	0	216659	4536	CHOICE AUTO PARTS	(4) WHEELS	\$ 200.00
189151	0	217129	4536	CHOICE AUTO PARTS	MATERIALS	\$ 150.00
032314	0	216947	21350	CLARK RYNE	SCOREKEEPER	\$ 100.00
032514	0	216834	18757	CLAYTON DONNIE	UMPIRE	\$ 317.00
032514	0	216835	10287	CLYNES DENNIS	UMPIRE	\$ 417.00
227050	0	216907	21259	CMC GOVERNMENT SUPPL	SUPPLIES FOR NARCTICS	\$ 309.74
1088331213	0	216912	630	COCA-COLA ENTERPRISE	COKES FOR RESELL AT CONCESSION	\$ 13,436.64
032514	0	216836	6659	COLEMAN EDWARD A	UMPIRE	\$ 298.00
910908010414	115622	216649	2351	COMCAST	INTERNET - UTILITIES	\$ 99.85
032514	0	216837	2751	COOK GEORGE	UMPIRE	\$ 155.00

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
032514	0	216838	1073	COOPER JAMES	UMPIRE	\$ 257.00
032414	0	216891	21414	CORNELIO EVERARDO	CASH BOND REFUND	\$ 810.00
032514	0	217054	18126	CORREA JULIO	SOCCER REF	\$ 135.00
288787	0	217110	836	COUNTRY FORD INC	3061 - INTAKE / THERMOSTAT	\$ 860.65
210735	0	217159	836	COUNTRY FORD INC	MATERIALS FOR SHOP	\$ 389.16
032514	0	217091	21419	COUNTRY INN & SUITES	CONF 78024734 - OLTREMARI LODGING	\$ 99.89
031714	0	216735	16513	COURTYARD	LODGING - S TITTLE	\$ 275.52
032514	0	217055	2577	COX, DAVID R	SOCCER REF	\$ 75.00
032514	0	217056	2576	COX, SILVIA SCARPA	SOCCER REF	\$ 80.00
031814CS	0	217216	1339	CREDIT CARD CENTER	C SHELTON	\$ 1,765.45
032514	0	216839	20069	CRESPINO JOEY	UMPIRE	\$ 198.00
01-412287	0	216607	18557	CUBE ICE INC.	ICE	\$ 90.00
01-412293	0	216606	18557	CUBE ICE INC.	ICE	\$ 450.00
031814	0	216581	19872	CULLEY DIANNE	YOGA INSTRUCTOR	\$ 75.00
032514	0	216840	2729	CURBOW JOSH	UMPIRE	\$ 150.00
628538	0	217225	402	CURRY JANITORIAL SER	CLEAN FBI OFFICES	\$ 425.00
1466	0	217140	12576	D&J'S CLEANING SERVI	CLEANING AT PUBLIC WORKS	\$ 225.00
1463	0	217143	12576	D&J'S CLEANING SERVI	CLEANING AT PUBLIC WORKS	\$ 225.00
1470	0	217146	12576	D&J'S CLEANING SERVI	CLEANING AT PUBLIC WORKS	\$ 225.00
1465	0	217141	12576	D&J'S CLEANING SERVI	CLEANING AT SPAC	\$ 100.00
1468	0	217144	12576	D&J'S CLEANING SERVI	CLEANING AT SPAC	\$ 100.00
1467	0	217145	12576	D&J'S CLEANING SERVI	CLEANING AT SPAC	\$ 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>
1464	0	217142	12576	D&J'S CLEANING SERVI	CLEANING FOR SPAC	\$ 150.00
1469	0	217147	12576	D&J'S CLEANING SERVI	SPECIAL CLEANING CARPET	\$ 275.00
032314	0	217008	14960	DAHLKE JERRY	SOFTBALL UMPIRE	\$ 227.50
032514	0	216841	11909	DAILEY, CRAIG	UMPIRE	\$ 155.00
031414	0	216746	16583	DAVIS BEAU	REIMBURSE MEDIC LICENSES	\$ 54.55
032514	0	216842	16709	DAVIS DANIEL	UMPIRE	\$ 214.00
032514	0	216844	16707	DAVIS LONNIE	UMPIRE	\$ 311.00
032514	0	216843	13391	DAVIS, PERRY	UMPIRE	\$ 113.00
XJCJF3P72	0	216806	342	DELL MARKETING LP	10 DELL COMPUTERS FOR STOCK	\$ 8,990.60
XJCJRPWT3	0	216805	342	DELL MARKETING LP	2 MONITORS FOR E. MCLLWAIN	\$ 377.18
XJCP2PJJ1	0	217122	342	DELL MARKETING LP	J WHEELER LAPTOP - SPD	\$ 815.13
XJCNDNNK4	0	217121	342	DELL MARKETING LP	LAPTOP FOR SPD - DISPATCH TRAINING	\$ 1,110.60
032314	0	216948	21348	DENNIE JOSHUA AUSTIN	SCOREKEEPER	\$ 66.00
026794	0	217228	7174	DENNIS WRIGHT & SON	PLUMBING SERVICES	\$ 128.00
026777	0	217226	7174	DENNIS WRIGHT & SON	PLUMBING SERVICES	\$ 233.18
026789	0	217227	7174	DENNIS WRIGHT & SON	PLUMBING SERVICES	\$ 709.20
032514	0	216845	8914	DENTON JOHN W	UMPIRE	\$ 235.00
1191	0	216919	4646	DESOTO COUNTY REGION	APRIL 2014 MTHLY PYMT	\$ 23,071.00
3917338-14	0	216700	13230	DESOTO ENVIREMENTAL	GREENBROOK CONCESSIONS INSPECTION	\$ 100.00
4784924-14	0	216703	13230	DESOTO ENVIREMENTAL	SNOWDEN GROVE CONCESSIONS INSPECTION	\$ 100.00
3971845-14	0	216701	13230	DESOTO ENVIREMENTAL	SNOWDEN MAIN PAV INSPECTION	\$ 100.00
31313-14	0	216702	13230	DESOTO ENVIREMENTAL	SOCCER COMPLEX INSPECTION	\$ 100.00

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
APRIL2014	0	216679	6682	DESOTO FAMILY THEATR	APRIL 2014 MTHLY CONTRIBUTION	\$ 4,166.67
300058994	0	216775	1185	DESOTO TIMES-TRIBUNE	NTB: HURRICANE CREEK SEWER	\$ 74.70
30059285	0	216915	1185	DESOTO TIMES-TRIBUNE	NTB: PARKS DEPT CHEMICALS	\$ 31.26
032514	0	217057	19854	DICKERSON MATTHEW	SOCCER REF	\$ 45.00
22611372104	115600	216442	16529	DIRECTV	DIRECTV FOR PARKS BLDG	\$ 113.40
032514	0	217058	11508	DOCKERY LAWRENCE	SOCCER REF	\$ 235.00
032514	0	217059	15547	DOCKERY PATRICK	SOCCER REF	\$ 195.00
032514	0	217060	20749	DONALDSON JORDAN	SOCCER REF	\$ 200.00
2014000341	0	217092	17266	DOOR PRO, INC	SERVICE TO STATION 1	\$ 150.00
14CL0001174	0	216663	1390	DPS CRIME LAB	ANALYTICAL FEES - SPD	\$ 800.00
032314	0	217009	12331	DUBOISE DALE	SOFTBALL UMPIRE	\$ 227.50
032514	0	217061	16933	DUCK MATT	SOCCER REF	\$ 235.00
032314	0	217010	14597	DUNCAN CATHY C	SOFTBALL UMPIRE	\$ 195.00
032314	0	216949	18598	DUNLAP RACHEL	SCOREKEEPER	\$ 40.00
032514	0	216846	10752	EASLEY JEREMY	UMPIRE	\$ 174.00
032514	0	216847	14906	EDGE JEFFREY	UMPIRE	\$ 508.00
409712	0	216601	17659	EFP	AXE SHIELDS	\$ 70.58
409729	0	216900	17659	EFP	BEHIVE AMBER LED LIGHT	\$ 63.59
409716	0	216604	17659	EFP	E4 SEAT BELTS	\$ 144.92
409621	0	216747	17659	EFP	EMITTER (SPARE SFD)	\$ 1,342.25
409739	0	217082	17659	EFP	EQUIPMENT FOR E4	\$ 225.75
030114	0	216676	18223	ELDRED BEVERLY	REIMBURSE MEALS	\$ 29.37

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
032314	0	216950	17412	ELDRED KALEY	SCOREKEEPER	\$ 24.00
8291	0	217149	13181	ELDRIDGE SERVICES	HVAC SERVICES	\$ 255.00
A209945	0	216815	14581	ELECTRONIC VAULTING	OFF-SITE STORAGE	\$ 2,200.00
188	0	216902	12561	EMERGENCY MEDICAL RE	FEB 2014 MED CONTROL	\$ 1,500.00
187	0	216903	12561	EMERGENCY MEDICAL RE	MARCH 2014 MED CONTROL	\$ 1,500.00
6523-6FY14	0	217212	966	ENERGY	1200 BROOKHAVEN DR	\$ 6.63
7166-6FY14	0	216993	966	ENERGY	1281 BROOKHAVEN DR	\$ 11.37
9596-6FY14	0	217002	966	ENERGY	1940 STATELINE RD W	\$ 855.87
6929-6FY14	0	216988	966	ENERGY	1978 STATE LINE RD	\$ 32.88
0359-6FY14	0	216990	966	ENERGY	2101 COLONIAL HILLS DR	\$ 75.23
0284-6FY14	0	216989	966	ENERGY	2101 COLONIAL HILLS DR	\$ 2,113.21
4495-6FY14	0	217208	966	ENERGY	3005 STANTON RD S	\$ 16.80
7588-6FY14	0	216803	966	ENERGY	365 RASCO RD W SOCCER FD	\$ 217.09
0321-6FY14	0	217232	966	ENERGY	367 RASCO RD W	\$ 6.76
2007-6FY14	0	217199	966	ENERGY	385 STATELINE - #41-0848 RD W	\$ 4,897.93
1416-6FY14	0	216817	966	ENERGY	4005 STATELINE RD	\$ 25.60
2636-6FY14	0	217210	966	ENERGY	4085 STATELINE RD	\$ 16.53
2230-6FY14	0	216793	966	ENERGY	453 AIRPORT INDUSTRIAL DR	\$ 129.02
6454-6FY14	0	216991	966	ENERGY	4700 STATELINE RD	\$ 34.20
8229-6FY14	0	216992	966	ENERGY	4700 STATELINE RD	\$ 906.19
5339-6FY14	0	217213	966	ENERGY	5730 STATELINE RD W TOR SIREN	\$ 19.31
5635-6FY14	0	216801	966	ENERGY	7360 US HIGHWAY 51 N	\$ 22.12

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
1535-6FY14	0	216802	966	ENTERGY	7360 US HIGHWAY 51 N	\$ 4,060.10
8419-6FY14	0	216986	966	ENTERGY	7505 CHERRY VALLEY BLVD	\$ 18.00
9250-6FY14	0	216987	966	ENTERGY	7505 CHERRY VALLEY BLVD	\$ 548.31
5784-6FY14	0	216796	966	ENTERGY	7532 SOUTHCREST PKWY	\$ 48.83
5719-6FY14	0	216795	966	ENTERGY	7655 AIRWAYS BLVD	\$ 63.80
5074-6FY14	0	216797	966	ENTERGY	805 RASCO RD	\$ 42.90
3999-6FY14	0	217209	966	ENTERGY	8191 TULANE RD	\$ 354.31
7185-6FY14	0	217211	966	ENTERGY	8191 TULANE RD RANGE	\$ 7.72
2346-6FY14	0	216799	966	ENTERGY	8355 AIRWAYS BLVD	\$ 37.35
1178-6FY14	0	217168	966	ENTERGY	8554 NORTHWEST DR - LIBRARY	\$ 4,223.74
4040-6FY14	0	216798	966	ENTERGY	8683 AIRWAYS BLVD	\$ 27.20
3837-6FY14	0	217233	966	ENTERGY	8691 NORTHWEST DR	\$ 2,830.11
1992-6FY14	0	217197	966	ENTERGY	8700 NORTHWEST DR	\$ 4,811.60
1573-6FY14	0	217195	966	ENTERGY	8710 NORTHWEST DR	\$ 58.03
8049-6FY14	0	216788	966	ENTERGY	8770 NORTHWEST DR	\$ 217.61
2922-6FY14	0	216997	966	ENTERGY	8779 WHITWORTH ST	\$ 12.56
3136-6FY14	0	216994	966	ENTERGY	8779 WHITWORTH ST	\$ 6,500.82
0586-6FY14	0	217198	966	ENTERGY	8889 NORTHWEST DR	\$ 80.62
4111-6FY14	0	217170	966	ENTERGY	8889 NORTHWEST DR - COURT	\$ 1,078.54
4691-6FY14	0	217001	966	ENTERGY	8945 TULANE RD	\$ 201.30
9508-6FY14	0	216996	966	ENTERGY	8989 STANTON RD	\$ 10.13
6114-6FY14	0	216816	966	ENTERGY	984 STATELINE RD W	\$ 27.56

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
1956-6FY14	0	216791	966	ENERGY	BROOKHAVEN HWY 51	\$ 81.85
9965-6FY14	0	216818	966	ENERGY	ESTATES OF NORTHCREEK LIGHTING	\$ 12.06
0398-6FY14	0	216820	966	ENERGY	GREENBROOK PKWY RASC	\$ 7.33
0182-6FY14	0	216819	966	ENERGY	GREENBROOK PKWY ST LGT	\$ 15.18
6056-6FY14	0	216794	966	ENERGY	HAMILTON	\$ 21.87
4584-6FY14	0	216800	966	ENERGY	HAMILTON & STATE LINE RD	\$ 30.34
9003-6FY14	0	216825	966	ENERGY	HIGHWAY 51 & DORCHESTER	\$ 36.35
4293-6FY14	0	216826	966	ENERGY	HIGHWAY 51 AND CUSTER	\$ 78.51
5787-6FY14	0	216998	966	ENERGY	HUDGINS RD	\$ 167.98
1998-6FY14	0	216787	966	ENERGY	MISS VALLEY BLVD	\$ 65.91
4634-6FY14	0	216999	966	ENERGY	NORTHWEST DR & STATELINE RD	\$ 25.99
2038-6FY14	0	216786	966	ENERGY	RASCO RD HWY 51	\$ 63.08
4756-6FY14	0	216792	966	ENERGY	SOUTH CIR NORTHFIELD	\$ 7.33
1964-6FY14	0	216790	966	ENERGY	ST LINE HWY 51	\$ 79.56
9979-6FY14	0	216822	966	ENERGY	ST LINE RD HAMILTON	\$ 65.91
5326-6FY14	0	217000	966	ENERGY	STATELINE RD & I-55 INTERSECTION	\$ 51.48
5951-6FY14	0	216823	966	ENERGY	STATELINE RD AIRWAYS	\$ 27.06
1972-6FY14	0	216789	966	ENERGY	STATELINE RD I-55	\$ 61.37
2012-6FY14	0	216824	966	ENERGY	STATELINE RD I-55	\$ 157.18
6616-6FY14	0	216821	966	ENERGY	STATELINE RD MRKT DR	\$ 78.51
5233-6FY14	0	216995	966	ENERGY	TOWN & COUNTRY DR	\$ 131.44
6398-6FY14	115601	216565	966	ENERGY	750 BROOKSIDE RD	\$ 19.21

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
7247-6FY14	115602	216559	966	ENERGY	165 STARLANDING RD E TOR SIREN	\$ 0.05
6408-6FY14	115602	216506	966	ENERGY	3025 CARNIVAL LN	\$ 6.63
8438-6FY14	115602	216550	966	ENERGY	5240 GETWELL RD WATERTOWER	\$ 6.63
0194-6FY14	115602	216505	966	ENERGY	6305 SNOWDEN LN	\$ 6.63
2006-6FY14	115602	216516	966	ENERGY	7505 STONEGATE BLVD	\$ 6.63
9366-6FY14	115602	216489	966	ENERGY	7625 TCHULAHOMA	\$ 6.63
9424-6FY14	115602	216490	966	ENERGY	7635 TCHULAHOMA	\$ 6.63
1200-6FY14	115602	216563	966	ENERGY	8185 GETWELL RD	\$ 6.63
2910-6FY14	115602	216513	966	ENERGY	8925 SWINNEA RD	\$ 6.63
5456-6FY14	115602	216470	966	ENERGY	SOUTHAVEN ELEM SCHOOL	\$ 4.24
5897-6FY14	115603	216512	966	ENERGY	295 STATELINE RD E	\$ 6.88
4865-6FY14	115603	216498	966	ENERGY	3566 NAIL RD	\$ 10.52
9355-6FY14	115603	216509	966	ENERGY	6277A SNOWDEN LN	\$ 6.76
9473-6FY14	115603	216491	966	ENERGY	7525 TCHULAHOMA	\$ 6.63
9549-6FY14	115603	216492	966	ENERGY	7535 TCHULAHOMA	\$ 6.63
9614-6FY14	115603	216493	966	ENERGY	7645 TCHULAHOMA	\$ 6.63
9317-6FY14	115603	216504	966	ENERGY	7655 TCHULAHOMA	\$ 6.63
9648-6FY14	115603	216495	966	ENERGY	7665 TCHULAHOMA	\$ 6.63
9259-6FY14	115603	216503	966	ENERGY	7705 TCHULAHOMA RD	\$ 6.63
3351-6FY14	115603	216514	966	ENERGY	8925 SWINNEA RD	\$ 7.24
2782-6FY14	115604	216520	966	ENERGY	1433 STATELINE RD E	\$ 19.83
0180-6FY14	115604	216564	966	ENERGY	5813 PEPPERCHASE DR	\$ 10.52

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
5665-6FY14	115604	216544	966	ENERGY	6845 MCCAIN DR	\$ 10.62
2954-6FY14	115604	216453	966	ENERGY	6875 AIRWAYS BLVD	\$ 11.59
1180-6FY14	115604	216521	966	ENERGY	7696 AIRWAYS BLVD	\$ 11.16
9663-6FY14	115604	216494	966	ENERGY	7735 TCHULAHOMA	\$ 10.52
1937-6FY14	115604	216519	966	ENERGY	8440 GREENBROOK PKWY	\$ 18.24
7528-6FY14	115604	216472	966	ENERGY	STATE LINE & GETWELL	\$ 19.46
4749-6FY14	115604	216556	966	ENERGY	SWEET FLAG LOOP	\$ 19.09
7658-6FY14	115604	216551	966	ENERGY	WOODLAND TRACE SOUTH	\$ 12.52
8183-6FY14	115605	216526	966	ENERGY	1395 PLEASANT HILL RD	\$ 19.91
7221-6FY14	115605	216558	966	ENERGY	2009 STAR LANDING RD E TOR SIREN	\$ 20.16
7783-6FY14	115605	216560	966	ENERGY	3005 COLLEGE RD	\$ 20.54
7232-6FY14	115605	216474	966	ENERGY	6006 GETWELL RD	\$ 23.82
3570-6FY14	115605	216557	966	ENERGY	6052 ELMORE CD SIREN	\$ 23.76
4743-6FY14	115605	216561	966	ENERGY	6200 GETWELL CD SIREN	\$ 23.67
8941-6FY14	115605	216454	966	ENERGY	6610 AIRWAYS BLVD	\$ 22.70
7497-6FY14	115605	216479	966	ENERGY	951 RASCO RD	\$ 21.28
4535-6FY14	115605	216452	966	ENERGY	992 CHURCH RD E	\$ 22.24
1461-6FY14	115605	216543	966	ENERGY	HUNTERS GLEN ST	\$ 23.57
1309-6FY14	115606	216467	966	ENERGY	1005 CHURCH W RD	\$ 24.89
2907-6FY14	115606	216540	966	ENERGY	1334 GOODMAN RD	\$ 25.50
3329-6FY14	115606	216501	966	ENERGY	3278 MAY BLVD	\$ 28.37
1415-6FY14	115606	216500	966	ENERGY	3480 SUNSET LOOP	\$ 27.07

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
3152-6FY14	115606	216462	966	ENERGY	488 CHURCH RD E	\$ 30.69
7216-6FY14	115606	216456	966	ENERGY	5577 GETWELL RD	\$ 30.46
8867-6FY14	115606	216455	966	ENERGY	6345 AIRWAYS BLVD	\$ 24.40
0470-6FY14	115606	216466	966	ENERGY	85 CHURCH RD E	\$ 25.26
0885-6FY14	115606	216464	966	ENERGY	AIRWAYS AND RASCO	\$ 35.97
4624-6FY14	115606	216482	966	ENERGY	CHERRY VALLEY PK FLOOD LIGHTS	\$ 37.16
1735-6FY14	115607	216535	966	ENERGY	5795 PEPPERCHASE DR	\$ 43.54
3825-6FY124	115607	216461	966	ENERGY	6145 AIRWAYS BLVD	\$ 45.07
5247-6FY14	115607	216486	966	ENERGY	6208 SNOWDEN LN	\$ 64.68
9269-6FY14	115607	216562	966	ENERGY	7111 TCHULAHOMA RD CD SIREN	\$ 37.75
3295-6FY14	115607	216475	966	ENERGY	8507 INVERNESS DR	\$ 42.01
6884-6FY14	115607	216484	966	ENERGY	CHAPARRAL LN PARK	\$ 60.16
3968-6FY14	115607	216468	966	ENERGY	CHURCH RD @ GETWELL RD	\$ 41.45
3240-6FY14	115607	216457	966	ENERGY	CHURCH RD @ I-55	\$ 64.40
2004-6FY14	115607	216460	966	ENERGY	MS 302 & GETWELL	\$ 75.16
5704-6FY14	115607	216459	966	ENERGY	MS 302 & TCHULAHOOMA RD	\$ 75.16
1182-6FY14	115608	216538	966	ENERGY	1903 STARLANDING RD LAKES OF NICHOLAS	\$ 117.16
0884-6FY14	115608	216532	966	ENERGY	2017 STAR LANDING RD E WTR TWR	\$ 97.41
7034-6FY14	115608	216463	966	ENERGY	249 GOODMAN RD W	\$ 84.63
0206-6FY14	115608	216542	966	ENERGY	4154 DAVIS RD ST CLAIR LIFT STATION SEWER LIFT	\$ 121.28
9183-6FY14	115608	216458	966	ENERGY	6715 HOSPITALITY RD	\$ 85.47
9706-6FY14	115608	216481	966	ENERGY	8900 GREENBROOK PKWY	\$ 112.62

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
6418-6FY14	115608	216480	966	ENERGY	STATE LINE & NORTHWEST	\$ 78.51
7354-6FY14	115608	216477	966	ENERGY	SWINNEA RD & HWY. 302	\$ 81.85
5019-6FY14	115608	216471	966	ENERGY	T L MILLBRANCH ST LINE	\$ 93.22
3359-6FY14	115608	216465	966	ENERGY	WHITWORTH AND ST LINE RD	\$ 79.56
9953-6FY14	115609	216536	966	ENERGY	2543 GEM ST	\$ 141.93
3132-6FY14	115609	216522	966	ENERGY	2768 BLACK ROCK RD	\$ 132.79
7831-6FY14	115609	216531	966	ENERGY	3401 WOODLAND TRACE NORTH	\$ 141.65
7304-6FY14	115609	216485	966	ENERGY	6205 SNOWDEN LN	\$ 125.71
4311-6FY14	115609	216496	966	ENERGY	6208A SNOWDEN LN	\$ 144.02
5255-6FY14	115609	216508	966	ENERGY	6277B SNOWDEN LN	\$ 163.10
8989-6FY14	115609	216511	966	ENERGY	8400 GREENBROOK PKWY	\$ 160.42
1660-6FY14	115609	216541	966	ENERGY	CHANCEY COVE LOT 4	\$ 130.74
8617-6FY14	115609	216483	966	ENERGY	SNOWDEN PARK	\$ 129.42
8714-6FY14	115609	216528	966	ENERGY	TURMAN DR	\$ 125.25
4174-6FY14	115610	216529	966	ENERGY	303 LONG ST	\$ 173.48
2212-6FY14	115610	216488	966	ENERGY	3278 MAY BLVD	\$ 229.53
2766-6FY14	115610	216497	966	ENERGY	6070 SNOWDEN	\$ 312.51
6702-6FY14	115610	216545	966	ENERGY	6854 TCHULAHOMA RD	\$ 234.54
0785-6FY14	115610	216548	966	ENERGY	8157A PARK PIKE	\$ 219.76
2335-6FY14	115610	216546	966	ENERGY	8182 GETWELL RD NORTH LIFT STATION	\$ 170.56
2441-6FY14	115610	216515	966	ENERGY	8925 SWINNEA RD	\$ 253.55
6101-6FY14	115610	216533	966	ENERGY	E/S FLORA LEE DR. LIFT PUMP	\$ 310.94

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
2526-6FY14	115610	216530	966	ENERGY	GROVE MEADOWS LIFT STATION	\$ 177.50
2476-6FY14	115610	216534	966	ENERGY	LEGENDS LAGOON	\$ 276.46
5948-6FY14	115611	216537	966	ENERGY	4446 AIRWAYS BLVD	\$ 1,057.24
4952-6FY14	115611	216552	966	ENERGY	6050 ELMORE RD	\$ 784.90
2873-6FY14	115611	216507	966	ENERGY	6275 SNOWDEN LN	\$ 492.73
1074-6FY14	115611	216553	966	ENERGY	6450 GETWELL RD	\$ 1,082.01
1667-6FY14	115611	216517	966	ENERGY	7980 SWINNEA RD	\$ 750.51
5484-6FY14	115611	216478	966	ENERGY	8935 COMMERCE DR	\$ 400.38
4020-6FY14	115611	216502	966	ENERGY	GETWELL & MAY RD	\$ 434.62
4049-6FY14	115611	216487	966	ENERGY	SNOWDEN BALLFIELD RD	\$ 490.28
4967-6FY14	115611	216469	966	ENERGY	ST LTS CITY MAINT.	\$ 388.21
5670-6FY14	115611	216539	966	ENERGY	SWEETWATER ST	\$ 722.93
7084-6FY14	115612	216527	966	ENERGY	170 COLLEGE RD	\$ 3,237.85
9076-6FY14	115612	216549	966	ENERGY	3088 NAIL RD	\$ 1,377.33
8587-6FY14	115612	216499	966	ENERGY	3335 PINE TAR ALLEY	\$ 3,161.88
4642-6FY14	115612	216510	966	ENERGY	3376 NAIL RD	\$ 1,418.89
3121-6FY14	115612	216473	966	ENERGY	5813 PEPPERCHASE DR	\$ 1,421.77
3459-6FY14	115612	216547	966	ENERGY	5850 GETWELL RD	\$ 4,677.21
0588-6FY14	115612	216518	966	ENERGY	7525 GREENBROOK PKSY	\$ 9,156.61
6199-6FY14	115612	216476	966	ENERGY	STREET LIGHTS	\$ 64,188.17
8005-6FY14	115617	216571	966	ENERGY	4830 AIRWAYS BLVD	\$ 18.60
2941-6FY14	115617	216570	966	ENERGY	5140 TCHULAHOMA RD	\$ 16.91

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
6410-6FY14	115623	216650	966	ENERGY	2560 STARLANDING RD	\$ 155.89
2453-6FY14	115623	216647	966	ENERGY	6205 GETWELL RD	\$ 8.40
STMT98771	0	216773	4781	FAMILY MEDICAL CLINI	EMPLOYMENT SCREENINGS	\$ 420.00
5216	0	216640	676	FARRELL CALHOUN INC	REPAIR BUSTED CYLINDER	\$ 403.95
032514	0	216849	1064	FERGUSON BRIAN	UMPIRE	\$ 316.00
032314	0	216951	21346	FISACKERLY BLAKE	SCOREKEEPER	\$ 60.00
032314	0	216952	19810	FISHER BRITNEY	SCOREKEEPER	\$ 84.00
032514	0	217062	21386	FORREST JERE JOE	SOCCER REF	\$ 135.00
031914	0	216614	7994	FRONTIER STRATEGIES	"WHERE TO RETIRE" CO-OP AD	\$ 619.21
NP40746679	0	217108	6919	FUELMAN	FUEL - SPD	\$ 7,333.66
NP40709525	0	216665	6919	FUELMAN	FUEL - SPD	\$ 7,545.77
NP40709548	0	216745	6919	FUELMAN	FUEL CARDS - SFD	\$ 48.30
032314	0	217011	21397	FULLILOVE CHRISTOPHE	SOFTBALL UMPIRE	\$ 487.50
6531216	0	217160	1130	G & C SUPPLY CO	MATERIALS	\$ 49.90
111296	0	216910	650	G & W DIESEL SERVICE	AIR MASK FLOW TEST	\$ 5,236.00
032514	0	216850	6904	GABBERT SCOTT	UMPIRE	\$ 181.00
165	0	216936	17837	GAMEDAY SOFTBALL	USSSA SANCTION FEE / FIRST CHANCE @ SOUTHAVEN	\$ 360.00
032514	0	216851	14003	GAMMELL GARY D	UMPIRE	\$ 135.00
032014	0	216904	17286	GARDNER TIM	MAYORS YOUTH COUNCIL SPONSOR STIPEND - SHS	\$ 1,500.00
1102232671	0	216638	494	GATEWAY TIRE & SERVI	05 FORD F250 O/C	\$ 38.65
1102231124	0	216717	494	GATEWAY TIRE & SERVI	09 FORD F250 O/C	\$ 49.00
3027593429	0	216926	9669	GIBSON PROPANE	SNOWDEN HOUSE	\$ 1,147.95

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
7237	0	216660	474	GLEN'S GARAGE	2778 - FLAT REPAIR	\$ 16.50
031814-3036	0	216674	474	GLEN'S GARAGE	3036 TOW	\$ 50.00
031814-3060	0	216675	474	GLEN'S GARAGE	3060 TOW	\$ 50.00
7244	0	216664	474	GLEN'S GARAGE	3102 INSPECTION	\$ 5.00
7249	0	216811	474	GLEN'S GARAGE	STATE INSPECTION	\$ 5.00
7250	0	216812	474	GLEN'S GARAGE	STATE INSPECTIONSQ	\$ 5.00
031214	0	217106	21379	GOLDEN NUGGET BILOXI	CONF# Y2R3P - RUSHING/POOLE LODGING	\$ 253.80
9382072040	0	216724	457	GRAINGER	NEEDLE SEALER	\$ 261.31
032014	0	216593	18524	GRANT VOLNER	REIMBURSE STATE MEDIC LICENSE	\$ 35.00
032514	0	216852	8240	GRONKE CHRIS	UMPIRE	\$ 68.00
032514	0	216853	1068	GUNN, DEWAYNE	UMPIRE	\$ 353.00
63412	0	217150	16182	H&H SERVICES GROUP	FILTER SERVICES	\$ 35.00
032514	0	216854	3031	HABERSTROH CHASE	UMPIRE	\$ 337.00
032514	0	216855	17552	HALE DONNIE	UMPIRE	\$ 213.00
MAR2014	0	216734	19759	HAMBLIN ANN	CELL PHONE ALLOWANCE	\$ 25.00
032314	0	217012	13307	HAMILTON, MARTIN	SOFTBALL UMPIRE	\$ 97.50
032314	0	217013	6776	HAMM SAMUEL	SOFTBALL UMPIRE	\$ 700.50
33543	0	216774	18529	HAMPTON INN OXFORD	LODGING - CLERKS COURSES	\$ 900.00
032314	0	216953	18619	HANNAH DENNIS JR	SCOREKEEPER	\$ 40.00
403130955	0	217089	3538	HARDIN'S SYSCO	CONCESSION FOOD FOR RESALE	\$ 4,611.87
403201035	0	216911	3538	HARDIN'S SYSCO	FOOD FOR RESELL AT CONCESSIONS	\$ 4,706.09
032014	0	216731	21396	HARPER KATIE	SPORTS REFUND	\$ 45.00

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
032314	0	216954	21352	HARRIS JOSH	SCOREKEEPER	\$ 50.00
032314	0	216955	21347	HAYES JOSHUA	SCOREKEEPER	\$ 90.00
032514	0	216856	16579	HAYES ROBERT	UMPIRE	\$ 345.00
C169430	0	216887	11578	HD SUPPLY WATERWORK	METER VAULT - DORCHESTER APTS	\$ 2,490.00
032314	0	217014	14596	HELTON GEORGE	SOFTBALL UMPIRE	\$ 162.50
51022	0	216720	224	HERNANDO EQUIPMENT	PART FOR HEDGE TRIMMER	\$ 249.95
5594	0	216898	13793	HERNANDO REDI MIX	CONCRETE - STATELINE / FIRST COMMERCIAL DRIVE	\$ 186.50
6217	0	216920	13793	HERNANDO REDI MIX	CONCRETE FOR SIDEWALK REPAIRS @ SNOWDEN	\$ 445.00
032514	0	216857	9479	HILL ROBERT	UMPIRE	\$ 300.00
221427464	0	216940	12713	HILL'S PET NUTRITION	FEED	\$ 159.01
221399908	0	216941	12713	HILL'S PET NUTRITION	FEED	\$ 181.25
9008	0	216754	16199	HOLLAND INSURANCE	ADDING 2 CLERKS (BONDS)	\$ 230.14
032314	0	216956	21384	HOLT TANNER MICHAEL	SCOREKEEPER	\$ 74.00
318486	0	216661	189	HOMER SKELTON FORD	3086 - SHAFT ASSY	\$ 142.45
318524	0	216736	189	HOMER SKELTON FORD	U2 SIDE PANEL	\$ 162.25
318842	0	216908	189	HOMER SKELTON FORD	UNIT 1	\$ 3,157.70
032514	0	216858	6671	HONORABLE ROZELLE	UMPIRE	\$ 337.00
032014A	0	216769	2848	HORN LAKE CREEK BASI	EXT OF SEWER LINE	\$ 10,104.38
032014B	0	216770	2848	HORN LAKE CREEK BASI	SEWER SERVICES	\$ 90,401.71
02570000314	115273	216438	1388	HORN LAKE WATER ASSO	5813 PEPPERCHASE DR - PUBLIC WORKS	\$ 541.00
06015000314	115273	216434	1388	HORN LAKE WATER ASSO	SWEETWATER DR - UTILITIES	\$ 9.75
587295	0	216577	642	HOTEL & RESTAURANT	10OZ CHEESE LID	\$ 13.12

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
587291	0	216578	642	HOTEL & RESTAURANT	FAUCET SUPPLY NIPPLE SET	\$ 350.00
586100	0	216704	642	HOTEL & RESTAURANT	HEAT LAMP BULBS, GRILL SCRAPER, TONGS	\$ 174.84
032514	0	217063	10115	HOUGUE ALEX LANDEN	SOCCER REF	\$ 235.00
032514	0	217105	9036	INSTITUTE OF POLICE	L HOLLIDAY REGISTRATION	\$ 950.00
24199184	0	216759	6433	IPMA-HR	MEMBERSHIP DUES - C WILSON	\$ 149.00
KCU3774	0	217139	12714	IRON MOUNTAIN	SECURE STORAGE SERVICES	\$ 1,277.07
031714	0	216738	15047	JACKSON DAN	REIMBURSE MEDIC LICENSE	\$ 55.00
032414	0	216892	21413	JACKSON STRAUNJE	CASH BOND REFUND	\$ 350.00
032314	0	217015	13175	JAKE JACOBSON	SOFTBALL UMPIRE	\$ 260.00
032514	0	216859	2742	JEFFERSON WILLIE	UMPIRE	\$ 487.00
030714	0	216706	4489	JOHNSON CINDY	AEROBICS INSTRUCTOR	\$ 450.00
032514	0	217064	16995	JOHNSON KEVIN	SOCCER REF	\$ 145.00
032314	0	216957	20710	JONES MARLEE	SCOREKEEPER	\$ 50.00
032514	0	216860	1008	KAISER JOHN	UMPIRE	\$ 283.00
S2581675.001	0	216618	2768	KEELING IRRIGATION	2" BALL VALVE	\$ 17.71
S2581445.001	0	216619	2768	KEELING IRRIGATION	MALE ADAPTER / GATE VALVE	\$ 120.57
032514	0	217065	18073	KLINCK ANDREW	SOCCER REF	\$ 55.00
032514	0	217066	15544	KLINCK MATTHEW	SOCCER REF	\$ 45.00
032514	0	217067	15545	KLINCK ZACHARY A	SOCCER REF	\$ 245.00
032514	0	216861	11752	LAMPING, CHASE	UMPIRE	\$ 436.00
3335828	0	216636	2564	LANGUAGE LINE SERVIC	INTERPRETER BY PHONE - SPD	\$ 23.06
71715	0	216576	403	LAWRENCE PRINTING CO	UNIFORM TRAFFIC TKTS - COURT DEPT	\$ 1,495.88

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
23734	0	217123	759	LEHMAN ROBERTS CO	PATCHING	\$ 108.64
23501	0	216751	759	LEHMAN ROBERTS CO	PATCHING	\$ 238.00
23609	0	216598	759	LEHMAN ROBERTS CO	PATCHING	\$ 278.32
23562	0	216752	759	LEHMAN ROBERTS CO	PATCHING	\$ 279.44
23684	0	216732	759	LEHMAN ROBERTS CO	PATCHING	\$ 284.48
23530	0	216753	759	LEHMAN ROBERTS CO	PATCHING	\$ 361.76
23644	0	216603	759	LEHMAN ROBERTS CO	PATCHING	\$ 558.88
18189783	0	216612	20206	LEWIS BROTHERS BAKER	BUNS	\$ 1,658.71
032514	0	216862	18760	LICCI JOE	UMPIRE	\$ 127.00
031214	115618	216573	21381	LITTLE ROCK K9 ACADE	"GUNN ER" nARCOTIC DETECTOR DOG FOR S.I.D.	\$ 6,250.00
032314	0	216958	21351	LLOYD LAURIE	SCOREKEEPER	\$ 70.00
032314	0	217016	14705	LOPEZ RUBEN	SOFTBALL UMPIRE	\$ 97.50
032314	0	216959	16895	LUNAMAND SAMANTHA	SCOREKEEPER	\$ 48.00
72192	0	216763	15888	MAC'S A/C & REFRIGER	HVAC SERVICES	\$ 1,596.14
72190	0	216762	15888	MAC'S A/C & REFRIGER	HVAC SERVICES @ STATION 2	\$ 1,142.93
72191	0	216761	15888	MAC'S A/C & REFRIGER	HVAC SERVICES @ STATION 3	\$ 421.30
72193	0	216764	15888	MAC'S A/C & REFRIGER	QUARTERLY PM INSPECTIONS	\$ 2,050.00
032314	0	217017	10773	MADDUX DIANE F	SOFTBALL UMPIRE	\$ 145.00
188670	0	216641	308	MAINTENANCE SUPPLY	HEX NUTS / FLAT WASHER	\$ 98.83
188559	0	216697	308	MAINTENANCE SUPPLY	TY WRAP	\$ 299.70
032114	0	217124	9647	MAKE-A-WISH	ALEXIS' WISH SPONSORSHIP	\$ 5,000.00
032514	0	216863	1051	MALONE TERRY	UMPIRE	\$ 1,419.00

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
032514	0	216864	13665	MARTINEZ STEVEN JR	UMPIRE	\$ 273.00
031314	0	216694	13370	MARY J. CAIN	LINE DANCE INSTRUCTOR	\$ 60.00
032014	0	216927	13370	MARY J. CAIN	LINE DANCE INSTRUCTOR	\$ 60.00
14216	0	217138	232	MATHESON & ASSOC LLC	ALARM SERVICES	\$ 400.00
9030812	0	216739	882	MATHIS TIRE & AUTO	292 O/C - SFD	\$ 32.20
032314	0	216960	21342	MAYO CHARLES	SCOREKEEPER	\$ 86.00
031914	0	216608	16884	MCARTHUR MARGARET	ART INSTRUCTOR	\$ 105.00
031414	0	216691	16884	MCARTHUR MARGARET	ART INSTRUCTOR	\$ 105.00
031214	0	216696	16884	MCARTHUR MARGARET	ART INSTRUCTOR	\$ 105.00
032114	0	216925	16884	MCARTHUR MARGARET	ART INSTRUCTOR	\$ 105.00
032014	0	216592	2764	MCCLAIN JAMES	REIMBURSE STATE EMT LICENSE	\$ 62.83
031114	0	217074	21323	MCCLENDON MERRIAH	SOCCER REF	\$ 45.00
032314	0	216963	21355	MCCOLLOUGH WILLIAM	SCOREKEEPER	\$ 30.00
032314	0	216961	21415	MCCORMICK BRAYDEN	SCOREKEEPER	\$ 50.00
032314	0	216962	18653	MCCORMICK BRENNON J	SCOREKEEPER	\$ 72.00
032014	0	216916	18431	MEAD EMILY ESTES	MAYORS YOUTH COUNCIL STIPEND - DCHS	\$ 1,500.00
9347	0	216596	6438	MED TECH MEDICAL SER	PM ON STRETCHERS	\$ 384.40
032514	0	216848	278	MEDIASOUTH COMPUTER	UMPIRE	\$ 278.00
641183	0	216756	21392	MERCURY MEDICAL	CPAP MASKS	\$ 1,157.63
032314	0	216964	20773	MEREDITH MADISON	SCOREKEEPER	\$ 180.00
196762	0	217222	354	METER SERVICE AND SU	2" MVR FRT	\$ 315.00
196725	0	216684	354	METER SERVICE AND SU	METER	\$ 147.50

Minutes, City of Southaven, Southaven, Mississippi

City of Southaven Claims Docket
Warrant #: C-040114 & W-040114

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
196726	0	216685	354	METER SERVICE AND SU	METER	\$ 295.00
196588	0	216708	354	METER SERVICE AND SU	METER COUPLINGS	\$ 989.00
196686	0	216689	354	METER SERVICE AND SU	METER REG	\$ 98.00
196635	0	216709	354	METER SERVICE AND SU	METERS	\$ 2,197.00
196724	0	216686	354	METER SERVICE AND SU	PUSH FIT TEE	\$ 262.20
196763	0	217223	354	METER SERVICE AND SU	STOCK MATERIALS - UTILITY DEPT	\$ 2,113.70
196687	0	216905	354	METER SERVICE AND SU	WATER MAIN - GETWELL RD	\$ 5,951.40
462395	0	216749	6685	MID SOUTH DIGITAL	#A1666 COPIER - IT DEPT	\$ 3.29
463492	0	216725	6685	MID SOUTH DIGITAL	#A3190 COPIER - WATER DEPT	\$ 19.38
PO8587	0	217156	15391	MID-SOUTH AG EQUIPME	MATERIALS	\$ 263.39
24720	0	217166	19694	MID-SOUTH TELECOM	COMMERCIAL SERVICES	\$ 65.00
21913	0	217165	19694	MID-SOUTH TELECOM	COMMERCIAL SERVICES	\$ 375.00
26818	0	217162	19694	MID-SOUTH TELECOM	COMMERCIAL SERVICES	\$ 402.60
21382	0	217164	19694	MID-SOUTH TELECOM	COMMERCIAL SERVICES	\$ 920.00
26086	0	217167	19694	MID-SOUTH TELECOM	COMMERCIAL SERVICES	\$ 1,245.00
26817	0	217163	19694	MID-SOUTH TELECOM	COMMERCIAL SERVICES	\$ 1,677.00
149	0	216620	7622	MIDSOUTH SPORTS PROD	MARCH 2014 CONTRACT LABOR	\$ 8,881.25
032514	0	216865	17893	MILLER PEYTON	UMPIRE	\$ 258.00
032514	0	216866	12494	MILTON QUINTIN	UMPIRE	\$ 408.00
032014	0	216591	4596	MISSISSIPPI STATE DE	STATE LICENSE FOR AMBULANCE	\$ 2,000.00
FEB2014	43272	216524	1176	MISSISSIPPI STATE TA	FEB 2014 SALES TAX	\$ 4,593.51
337	0	217087	10178	MISSISSIPPI USSSA	USSSA SANCTIONING FEE FOR EARLY BIRD CLASSIC	\$ 2,765.00

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
98114185I	0	216909	335	MOORE MEDICAL CORP	MEDICAL SUPPLIES	\$ 119.96
031214	115613	216447	848	MS DEVELOPMENT AUTHO	GMS: 50618	\$ 6,598.70
031214B	115613	216448	848	MS DEVELOPMENT AUTHO	GMS: 50632	\$ 4,892.84
032014	115619	216572	10163	MS LAW ENFORCEMENT	FACILITY FEE - TESSARD & SIMS	\$ 186.00
5329	0	216760	1206	MS MUNICIPAL WORKERS	WORKERS COMP COVERAGE 10/13 - 9/14	\$ 205,307.00
21723	0	216781	958	MS STATE FIRE ACADEM	J HODGES - CONFINED SPACE RESCUE	\$ 68.00
00239814	0	216810	1381	MUNICIPAL CODE CORPO	ANNUAL INTERNET BILLING FEE	\$ 650.00
030714	0	216599	20340	MUSSELWHITE DARREN	REIMBURSE TRAVEL EXPENSES - PER DIEM	\$ 1,213.96
032514	0	217098	3016	N.N.D.D.A.	"MAG" CHANDLER - MEMBERSHIP/CERTIFICATION FEES	\$ 80.00
032514	0	216867	4629	NAILS IVAN W	UMPIRE	\$ 423.00
062913	0	216742	1150	NAPA GENUINE PARTS C	8PC SET	\$ 60.95
063992	0	216613	1150	NAPA GENUINE PARTS C	BALL PEEN HAMMER / SPARK PLUG / GASKET MATERIAL	\$ 40.22
062951	0	216718	1150	NAPA GENUINE PARTS C	HOSE ENDS	\$ 16.76
064031	0	216610	1150	NAPA GENUINE PARTS C	TESTER	\$ 53.98
032514	0	217103	5663	NATIONAL RIFLE ASSOC	E JAMES REGISTRATION	\$ 595.00
267885	0	217220	1447	NATURE'S EARTH PRODU	DIRS - SOS BUSINESS	\$ 135.00
266437	0	217221	1447	NATURE'S EARTH PRODU	DIRT - REPAIRS @ SNAPPY WINDSHIELD	\$ 85.00
266440	0	217219	1447	NATURE'S EARTH PRODU	DIRT - REPAIRS NEXT TO SNAPPY	\$ 85.00
032514	0	217068	18077	NAULT OLIVIA	SOCCER REF	\$ 40.00
1016630	0	216586	1160	NEEL-SCHAFFER INC	EMERGENCY BACKUPS - HURRICANE CREEK	\$ 158.48
1016629	0	216587	1160	NEEL-SCHAFFER INC	LAKE OF NICHOLS FORCE MAIN	\$ 792.40
1016628	0	216588	1160	NEEL-SCHAFFER INC	MWW LAGOON CLOSURE	\$ 8,285.52

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
1016627	0	216589	1160	NEEL-SCHAFFER INC	PLANNING/LOAN APP - HURRICANE CREEK	\$ 3,133.34
1016626	0	216590	1160	NEEL-SCHAFFER INC	PUMP STATION FORCE MAIN	\$ 3,274.59
1016640.2	0	216766	1160	NEEL-SCHAFFER INC	STORMWATER IMPLEMENTATION	\$ 2,544.75
032514	0	216868	20713	NEWTON GLEN ALAN JR	UMPIRE	\$ 139.00
89951	0	216928	1121	NEWTON TROPHY	"FIRST CHANCE" TROPHIES	\$ 636.80
89949	0	217088	1121	NEWTON TROPHY	TROPHIES FOR EARLY BIRD CLASSIC	\$ 2,990.95
032614	0	217093	1416	NFPA	SUBSCRIPTION RENEWAL	\$ 1,165.50
60088	0	216893	691	NORTH MISSISSIPPI TI	205 TIRES	\$ 501.24
592470010314	115274	216433	1105	NORTHCENTRAL ELECTRI	GOODMAN RD 3541 - UTILITIES	\$ 51.61
592470070314	115274	216432	1105	NORTHCENTRAL ELECTRI	RIVER PTE. DR #5714	\$ 120.39
10003435	115614	216444	1105	NORTHCENTRAL ELECTRI	LIGHT REPAIRS	\$ 55.23
032514	0	217069	21388	NORTON HUNTER REID	SOCCER REF	\$ 85.00
032514	0	216869	8250	NYE ERIC	UMPIRE	\$ 175.00
1257-144578	0	217100	7304	O'REILLYS AUTO PARTS	2777 SCRAPER	\$ 4.99
1257-143877	0	216666	7304	O'REILLYS AUTO PARTS	3082 - BATTERY	\$ 103.76
1257-143556	0	216667	7304	O'REILLYS AUTO PARTS	3105 BATTERY	\$ 127.15
1257-136395	0	216625	7304	O'REILLYS AUTO PARTS	BATTERY	\$ 4.24
1257-134599	0	216668	7304	O'REILLYS AUTO PARTS	BATTERY	\$ 103.76
1257-136389	0	216626	7304	O'REILLYS AUTO PARTS	BATTERY	\$ 139.57
1257-144861	0	217099	7304	O'REILLYS AUTO PARTS	BATTERY CABLE/PLUG - SPD	\$ 7.91
1791-294657	0	216899	7304	O'REILLYS AUTO PARTS	BULBS FOR APPARATUS - SFD	\$ 23.28
1257-135701	0	216669	7304	O'REILLYS AUTO PARTS	CAPSULE	\$ 5.99

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
1257-143883	0	217130	7304	O'REILLYS AUTO PARTS	MATERIALS FOR SHOP	\$ 49.99
1791-294522	0	217131	7304	O'REILLYS AUTO PARTS	MATERIALS FOR SHOP	\$ 69.46
1791-293664	0	216729	7304	O'REILLYS AUTO PARTS	TRAILER LIGHT HARNESS/PIGTAIL ADAPTER	\$ 26.47
1257-137023	0	216622	7304	O'REILLYS AUTO PARTS	TRUCK SUPPLIES	\$ 13.18
1257-143799	0	216678	7304	O'REILLYS AUTO PARTS	WASH/WAX KIT	\$ 4.99
1257-135251	0	216670	7304	O'REILLYS AUTO PARTS	WET BATTERY	\$ 103.76
693772276002	0	216901	7600	OFFICE DEPOT	BINDER CLIPS	\$ 2.12
1665354903	0	217120	7600	OFFICE DEPOT	IT OFFICE SUPPLIES	\$ 109.95
166338128	0	217119	7600	OFFICE DEPOT	METAL CASTERS - IT DEPT	\$ 14.49
696409563001	0	216918	7600	OFFICE DEPOT	OFFICE SUPPLIES	\$ 187.89
1661390858	0	217215	7600	OFFICE DEPOT	SFD SUPPLIES	\$ 27.70
512744	0	216716	705	OLDHAM CHEMICALS CO	671-9910 CHEMICAL	\$ 12.24
032614	0	217118	7820	OLIVER ANDREA	SALES / MARKETING	\$ 1,305.00
032514	0	217104	21421	OLTREMARI GREG	MEALS - ACTIVE SHOOTER PROGRAM - GEORGIA	\$ 112.00
INV2864658	0	216929	8014	ORR SAFETY	SUNGLASSES FOR RESELL	\$ 159.27
57163858	0	216939	7504	PAETEC	PHONE SERVICES - COURT	\$ 640.40
57154384	0	217230	7504	PAETEC	PHONE SERVICES - POLICE	\$ 518.47
57144300	115615	216445	7504	PAETEC	PHONE SERVICE - CITY HALL	\$ 724.38
032314	0	216965	21356	PAGE AMY L	SCOREKEEPER	\$ 80.00
0217864	0	217085	983	PARAMOUNT UNIFORMS R	MATS - ANIMAL SHELTER	\$ 5.00
0219223	0	217086	983	PARAMOUNT UNIFORMS R	MATS @ ANIMAL SHELTER	\$ 5.00
0217184	0	216698	983	PARAMOUNT UNIFORMS R	MATS @ ARENA	\$ 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>
0217174	0	216699	983	PARAMOUNT UNIFORMS R	MATS @ PERFORMING ARTS CTR	\$ 45.00
0217866	0	217153	983	PARAMOUNT UNIFORMS R	UNIFORMS	\$ 27.78
0219225	0	217155	983	PARAMOUNT UNIFORMS R	UNIFORMS	\$ 27.78
0217867	0	217152	983	PARAMOUNT UNIFORMS R	UNIFORMS	\$ 100.15
0219226	0	217154	983	PARAMOUNT UNIFORMS R	UNIFORMS	\$ 126.15
218258	0	216602	983	PARAMOUNT UNIFORMS R	UNIFORMS - BLDG DEPT	\$ 6.53
0219604	0	217083	983	PARAMOUNT UNIFORMS R	UNIFORMS - BLDG DEPT	\$ 6.53
0218228	0	216579	983	PARAMOUNT UNIFORMS R	UNIFORMS - GOLF	\$ 37.36
0216854	0	216580	983	PARAMOUNT UNIFORMS R	UNIFORMS - GOLF	\$ 37.36
0218538	0	216605	983	PARAMOUNT UNIFORMS R	UNIFORMS - PARKS	\$ 320.74
0217173	0	216722	983	PARAMOUNT UNIFORMS R	UNIFORMS - PARKS DEPT	\$ 288.94
0217865	0	216730	983	PARAMOUNT UNIFORMS R	UNIFORMS - UTILITY DEPT	\$ 143.79
0219224	0	216683	983	PARAMOUNT UNIFORMS R	UNIFORMS - UTILITY DEPT	\$ 170.34
1116	0	217078	18943	PATSY CLEEN COMMERC	CLEANING @ CITY HALL / COURT	\$ 2,649.00
1115	0	217079	18943	PATSY CLEEN COMMERC	CLEANING @ TENNIS CTR	\$ 310.00
032514	0	216870	19820	PAYNE ZACHARY	UMPIRE	\$ 69.00
7523	0	216611	615	PAYNES LOCKSMITH SER	(4) DOGGING KEYS	\$ 27.20
7522	0	217128	615	PAYNES LOCKSMITH SER	LOCK SERVICES	\$ 644.90
7518	0	216748	615	PAYNES LOCKSMITH SER	REKEY 3RD FLOOR STORAGE	\$ 73.50
25954	43274	217003	1149	PEOPLES BANK, THE	RE: SOUTHAVEN G/O REF 2010 ACCT #3189	\$ 31,243.75
25955	43275	217020	1149	PEOPLES BANK, THE	RE: SOUTHAVEN G/O REF 2011 ACCOUNT #3201	\$ 37,618.75
031914	0	216615	17272	PERKINS WENDY	AEROBICS INSTRUCTOR	\$ 210.00

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
032514	0	216871	21376	PERRIN STANLEY	UMPIRE	\$ 284.00
022514	0	217038	21382	PETTY CASH	CITY CLERKS OFFICE PETTY CASH	\$ 373.67
031814	0	217040	21382	PETTY CASH	PETTY CASH - PARKS DEPT	\$ 487.09
FEB2014	0	217041	21382	PETTY CASH	PETTY CASH - PARKS DEPT	\$ 627.70
032414	0	217039	21382	PETTY CASH	PETTY CASH - PARKS DEPT	\$ 659.48
FEB2014-SPD	0	217042	21382	PETTY CASH	PETTY CASH - SPD	\$ 561.31
031714	115275	216439	21382	PETTY CASH	TOURNAMENTS - PARKS	\$ 15,000.00
032514	115624	217043	21382	PETTY CASH	SPRINGFEST PAGEANT START UP MONEY	\$ 300.00
032514	0	216872	1055	PICKENS ABRAHAM	UMPIRE	\$ 383.00
032314	0	216966	21383	PIGUES KENNEDI	SCOREKEEPER	\$ 36.00
6972855-MR14	0	216662	971	PITNEY BOWES	POSTAGE MACHINE LEASE - SPD	\$ 150.00
030114	0	216677	16963	POGUE HUNTER	REIMBURSE MEALS	\$ 25.80
032514	0	216873	18762	POLISCHECK BRETT	UMPIRE	\$ 369.00
032314	0	216967	17504	POWELL MATTHEW	SCOREKEEPER	\$ 20.00
032314	0	217018	14589	PUGH KENNETH	SOFTBALL UMPIRE	\$ 162.50
032314	0	216968	18651	PULLIAM MATTHEW	SCOREKEEPER	\$ 36.00
031414	0	217081	1338	PURCHASE POWER	POSTAGE	\$ 1,208.00
MT00179816-0	0	217126	17204	PYRAMID INTERIORS DI	CONSTRUCTION SERVICES	\$ 174.08
14537	0	216721	16861	QUAIL MANUFACTURING	REPLACE BLADE / HANDLE	\$ 424.00
032514	0	216874	18763	REED DON	UMPIRE	\$ 212.00
680215	0	216768	19150	REGIONS EQUIPMENT FI	CONTRACT 0008037-001 (APRIL 2014 PYMT)	\$ 7,120.91
118222	0	216582	10865	RELIABLE EQUIPMENT	EDGER BLADE / RAPID LOAD HEAD	\$ 482.50

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
118195	0	216693	10865	RELIABLE EQUIPMENT	PULLEY, SPINDLE KIT	\$ 236.41
031114	0	217075	21324	RIEDE DAWSON	SOCCER REF	\$ 15.00
032514	0	217070	21324	RIEDE DAWSON	SOCCER REF	\$ 90.00
031814	0	216600	21391	RIGHT TOUCH	DETAIL #293	\$ 85.00
5004	0	216755	21391	RIGHT TOUCH	DETAIL EMS1	\$ 175.00
606645	0	217096	15747	ROCK RIVER ARMS, INC	PATROL RIFLE	\$ 800.00
032314	0	216969	19341	RODGERS BRENNAN	SCOREKEEPER	\$ 36.00
032314	0	216970	21349	ROGERS JESSICA	SCOREKEEPER	\$ 90.00
031114	0	217076	21387	ROSE EMILY	SOCCER REF	\$ 30.00
032514	0	217071	21387	ROSE EMILY	SOCCER REF	\$ 130.00
032514	0	216875	8915	RUCKER JOSEPH M	UMPIRE	\$ 373.00
006055	0	217046	1361	SAM'S CLUB DIRECT	ANIMAL SHELTER	\$ 55.26
006702	0	217049	1361	SAM'S CLUB DIRECT	ANIMAL SHELTER	\$ 91.16
005197	0	217044	1361	SAM'S CLUB DIRECT	CANDY FOR CONCESSIONS	\$ 376.38
005608	0	217047	1361	SAM'S CLUB DIRECT	CLEANING SUPPLIES FOR CITY HALL	\$ 184.06
009803	0	217050	1361	SAM'S CLUB DIRECT	PARKS DEPT	\$ 118.04
005420	0	217045	1361	SAM'S CLUB DIRECT	PARKS DEPT	\$ 154.26
001606	0	217048	1361	SAM'S CLUB DIRECT	SFD - ALL STATIONS	\$ 2,196.17
032314	0	217019	14518	SAMUELS JR OTHA	SOFTBALL UMPIRE	\$ 227.50
031814	0	216681	15401	SERIO JOE	REIMBURSE FOR MEDIC LICENSES	\$ 120.00
301-822250	0	216777	21394	SERVICE KING	FORD RANGER REPAIRS - BLDG DEPT	\$ 2,957.22
0000132411	0	216688	1346	SEWER EQUIPMENT CO	REPAIRS TO SEWER MACHINE - TRUCK	\$ 279.25

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
032314	0	217021	16242	SHAFFER RICHARD NEAL	SOFTBALL UMPIRE	\$ 195.00
032514	0	216876	19963	SHANNON DEMORIA	UMPIRE	\$ 104.00
467464	0	216595	387	SHAPIRO UNIFORMS	A HARDRICK BADGES	\$ 111.80
467463	0	216594	387	SHAPIRO UNIFORMS	A HARDRICK UNIFORMS	\$ 388.20
467338	0	216657	387	SHAPIRO UNIFORMS	D BARR 2014 ALLOT	\$ 84.95
467387	0	216634	387	SHAPIRO UNIFORMS	D SYKES 2014 ALLOT	\$ 117.85
467323	0	216658	387	SHAPIRO UNIFORMS	J ELLIS 2014 ALLOT	\$ 196.75
467305	0	216656	387	SHAPIRO UNIFORMS	M PATE 2014 ALLOT	\$ 119.95
467396	0	216635	387	SHAPIRO UNIFORMS	T PIERCE 2014 ALLOT	\$ 220.80
032514	0	216877	18829	SHAW JUSTIN	UMPIRE	\$ 225.00
89653	0	216616	611	SIGNS & STUFF	(7) PVC MENU BOARDS	\$ 420.00
89644	0	217148	611	SIGNS & STUFF	SIGN SERVICES	\$ 225.00
032514	0	216878	9136	SINQUEFIELD MURRAY	UMPIRE	\$ 344.00
032314	0	216972	18963	SKILLERN KERRY	SCOREKEEPER	\$ 80.00
032314	0	216973	17526	SLOCUM SYDNEY	SCOREKEEPER	\$ 24.00
032514	0	216879	975	SMITH BILLY K	UMPIRE	\$ 736.00
031914	0	216609	17200	SMITH JOYCE W	YOGA INSTRUCTOR	\$ 25.00
031414	0	216692	17200	SMITH JOYCE W	YOGA INSTRUCTOR	\$ 25.00
031214	0	216695	17200	SMITH JOYCE W	YOGA INSTRUCTOR	\$ 25.00
APRIL2014	0	216680	1161	SOUTHAVEN CHAMBER OF	APRIL 2014 MTHLY CONTRIBUTION	\$ 6,250.00
90648636	0	216917	1161	SOUTHAVEN CHAMBER OF	FEB 2014 LUNCHEON	\$ 250.00
108631	0	216930	1102	SOUTHAVEN SUPPLY	(11) SEAT COOLERS	\$ 381.99

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
82024	0	216633	1102	SOUTHAVEN SUPPLY	BOOSTER CABLE / COUPLER LOCK	\$ 128.35
85387	0	216631	1102	SOUTHAVEN SUPPLY	BROOMS	\$ 40.59
102906	0	217080	1102	SOUTHAVEN SUPPLY	CODE ENF	\$ 109.86
108635	0	216779	1102	SOUTHAVEN SUPPLY	E4 CLIPS	\$ 5.78
96209	0	216628	1102	SOUTHAVEN SUPPLY	LOAD BINDER / SOCKET SET	\$ 157.74
108536	0	216780	1102	SOUTHAVEN SUPPLY	LOCKING PLUGS/O-RINGS FOR TRAINING CTR	\$ 11.49
108450	0	217102	1102	SOUTHAVEN SUPPLY	MOTOR TRAILER PARTS - SPD	\$ 52.55
90512	0	216630	1102	SOUTHAVEN SUPPLY	POLYFILM	\$ 11.99
108438	0	217101	1102	SOUTHAVEN SUPPLY	RANGE SUPPLIES - SPD	\$ 1.92
106036	0	216627	1102	SOUTHAVEN SUPPLY	SHOP MATERIALS	\$ 162.52
92990	0	216629	1102	SOUTHAVEN SUPPLY	THREAD	\$ 3.99
106952	0	216719	1102	SOUTHAVEN SUPPLY	TOOLS/SUPPLIES FOR EQUIPMENT	\$ 527.22
84318	0	216632	1102	SOUTHAVEN SUPPLY	REPAIR - PARKS DEPT WATER JUGS	\$ 56.97
87965	0	216621	1102	SOUTHAVEN SUPPLY	WORK BOOTS / MATERIALS	\$ 210.65
7190	0	216765	14403	SOUTHEASTERN SECURIT	EMPLOYMENT SCREENINGS	\$ 185.00
445146	0	216617	8218	SOUTHERN EQUIP DIST	FLAVORED SYRUP	\$ 642.00
74442	0	216643	11610	SOUTHERN THUNDER	HD8080 - REAR TIRE REPLACED	\$ 394.40
032314	0	217022	19950	SPRAYBERRY ROBERT A	SOFTBALL UMPIRE	\$ 97.50
25952	43273	216525	4304	STATE TAX COMMISSION	FEB 2014 SALES TAX PAID	\$ 490.77
90631	0	216639	2951	STATELINE TURF & TRA	3 GAL BACKPACK SPRAYER	\$ 95.00
4004735538	0	216737	801	STERICYCLE INC	EMS WASTE BIN REMOVAL	\$ 1,230.56
032514	0	216880	21406	STEVENS STEVE	UMPIRE	\$ 257.00

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
032514	0	216881	8272	STOCKTON RANDY	UMPIRE	\$ 370.00
1522747	0	216913	16514	SUN TRUST BANK	CONTRACT 4434007676-002 (APRIL 2014 PYMT)	\$ 7,098.01
1522748	0	216914	16514	SUN TRUST BANK	CONTRACT 4434007676-003 (APRIL 2014 PYMT)	\$ 9,108.04
040072401	0	216715	21164	SUNNY SKY PRODUCTS	RASPBERRY/STRAWBERRY SLUSH	\$ 250.00
032314	0	217023	17542	SWARTZ CHARLES DAVID	SOFTBALL UMPIRE	\$ 227.50
0113706-IN	0	217161	7500	SWEEPING CORPORATION	SWEEPING SERVICES	\$ 2,938.10
032414	0	217218	10139	SWEETING GERALD A	REIMBURSE GAS EXPENSES	\$ 25.00
032314	0	216974	17668	SWINDLE ALYSON	SCOREKEEPER	\$ 96.00
032314	0	216975	17824	SWINDLE JACOB	SCOREKEEPER	\$ 138.00
032514	0	216882	3025	SWINDLE JAMES T	UMPIRE	\$ 600.00
032514	0	216883	1039	SWORDS NEAL	UMPIRE	\$ 187.00
032314	0	216976	18920	TAPPER HAYDEN	SCOREKEEPER	\$ 60.00
032314	0	216977	21401	TAYLOR DONNA L	SCOREKEEPER	\$ 80.00
032314	0	216978	19367	TAYLOR MICHAEL	SCOREKEEPER	\$ 80.00
C401016468	0	216771	8347	TELECHECK	FEB 2014 CHECK SERVICES	\$ 1,313.99
032514	0	216884	19033	TERRY CEDRIC	UMPIRE	\$ 254.00
032314	0	217024	17626	TERRY JULIE	SOFTBALL UMPIRE	\$ 195.00
319625	0	216740	20843	TESS COMPANY	OXYGEN	\$ 91.85
2042	0	216672	6917	THE SHOP	PUBLIC HEARING SIGN	\$ 50.00
032114	0	216682	2594	THOMAS MASTIN	REIMBURSE EXPENSES - MMCC CONF	\$ 772.93
24865	0	216937	313	TIM MOTE PLUMBING	TURNED ON WATER @ BALL PARK / HOOKED UP SINK	\$ 550.00
569814	0	216574	7819	TOPMOST CHEMICAL	GLOVES/TOWELS - SEWER WORK	\$ 354.52

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
570403	0	216575	7819	TOPMOST CHEMICAL	HEAVY DUTY GLOVES - UTILITY DEPT	\$ 255.06
032514	0	216885	16306	TOUNGETT THOMAS II	UMPIRE	\$ 489.00
000071218	0	217094	10094	TRAFFIC SAFETY STORE	18" TRAFFIC CONES	\$ 1,725.98
61884	0	216723	2948	TRENCH SAFETY	CONFINED SPACE TRAINING	\$ 625.00
3555QB	0	216623	9591	TRI FIRMA	5346/5342 KALIAN	\$ 610.85
3554QB	0	216624	9591	TRI FIRMA	5470 GRANT	\$ 271.49
3548QB	0	216778	9591	TRI FIRMA	7215 WHITTEN PLACE	\$ 397.91
3556QB	0	217234	9591	TRI FIRMA	Repair to sidewalks at Snowden	\$ 3,411.25
TC3604	0	217201	469	TRI-STAR COMPANIES,	HVAC SERVICES	\$ 260.00
TC3615	0	217200	469	TRI-STAR COMPANIES,	HVAC SERVICES	\$ 576.26
TC3607	0	217202	469	TRI-STAR COMPANIES,	HVAC SERVICES - 385 MAIN ST	\$ 410.00
C14556/3	0	217203	469	TRI-STAR COMPANIES,	PREVENTIVE MAINT. PER CONTRACT	\$ 4,250.00
032314	0	216979	19807	TURNER HAYDEN	SCOREKEEPER	\$ 30.00
032314	0	216980	21416	TWEEDY ERIN	SCOREKEEPER	\$ 96.00
032314	0	216981	18123	TWEEDY PEYTON	SCOREKEEPER	\$ 90.00
1403	0	216585	20951	TWO GIRLS AND A BROO	MARCH 2014 - OFFICE CLEANING @ PEPPERCHASE	\$ 585.00
138904	0	216776	20731	TYLER BUSINESS FORMS	DIRECT DEPOSIT CKS	\$ 487.26
045-105187	0	216809	952	TYLER TECHNOLOGIES	ANNUAL UTILITY BILLING	\$ 3,500.00
025-90052	0	216750	952	TYLER TECHNOLOGIES	COURT DEPT SOFTWARE MAINTENANCE	\$ 12,789.36
45-105067	0	216808	952	TYLER TECHNOLOGIES	QUARTERLY MAINTENANCE	\$ 17,146.25
032314	0	217025	14678	TYUS JAMES DARRYL	SOFTBALL UMPIRE	\$ 227.50
032314	0	217026	14677	UNDERWOOD CHARLES	SOFTBALL UMPIRE	\$ 97.50

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
95730-00	0	217111	1114	UNION AUTO PARTS	2777 - BRAKE PADS	\$ 179.83
96002-00	0	217114	1114	UNION AUTO PARTS	2777 - VALVE COVER SET	\$ 37.88
93261-00	0	216654	1114	UNION AUTO PARTS	3050 - BRAKE PADS	\$ 179.83
95064-00	0	216642	1114	UNION AUTO PARTS	3065- VBELT	\$ 22.61
95063-00	0	216655	1114	UNION AUTO PARTS	3075 - ROTOR ASSY/BRAKE PADS	\$ 140.05
90979-00	0	216652	1114	UNION AUTO PARTS	3079 - BRAKE PADS	\$ 179.83
93874-00	0	217113	1114	UNION AUTO PARTS	BULBS - SPD	\$ 34.08
93775-00	0	216653	1114	UNION AUTO PARTS	DRAIN PLUG	\$ 38.95
96284-00	0	217115	1114	UNION AUTO PARTS	HI TEMP BLACK - SPD	\$ 21.39
96549-00	0	217112	1114	UNION AUTO PARTS	JB WELD - SPD	\$ 3.79
101952	0	217158	1114	UNION AUTO PARTS	MATERIALS FOR SHOP	\$ 28.00
101724	0	217157	1114	UNION AUTO PARTS	MATERIALS FOR SHOP	\$ 39.00
032514	0	217090	21420	UNIV OF N ALABAMA	E JAMES RANGE FEES	\$ 45.00
64113	0	217136	16517	UPCHURCH SERVICES, L	HVAC SERVICES - CONTRACT	\$ 3,448.00
287023	0	216726	551	USA BLUEBOOK	AIR RELEASE VALVE	\$ 433.91
293205	0	216728	551	USA BLUEBOOK	CREDIT -AIR RELEASE VALVE	\$-259.95
283585	0	216727	551	USA BLUEBOOK	TEST STRIPS / AIR RELEASE VALVE	\$ 321.12
164073	0	216743	7613	USSSA BASEBALL	2014 BASEBALL SUPER NIT DUAL QUALIFIER	\$ 3,500.00
032514	0	217072	21417	VALDEZ GUSTAVO	SOCCER REF	\$ 30.00
032514	0	217077	21418	VASQUEZ SERGIO	CASH BOND REFUND	\$ 1,150.00
9721166726	0	217116	1095	VERIZON WIRELESS	ACCT 520666110-00001	\$ 3,212.21
9721530899	115625	216648	1095	VERIZON WIRELESS	SPD AIR CARDS	\$ 2,680.87

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
30553653	0	216932	2869	VULCAN CONSTRUCTION	- PARKS DEPT	\$ 423.95
032314	0	217027	4620	WALKER LARRY	SOFTBALL UMPIRE	\$ 292.50
032314	0	216982	20076	WAMMACK TUCKER	SCOREKEEPER	\$ 72.00
032514	0	216886	18940	WARREN JASON	UMPIRE	\$ 182.00
032514	0	216887	18966	WARREN RONNIE	UMPIRE	\$ 80.00
032314	0	217028	11758	WARTENBURG TRACY	SOFTBALL UMPIRE	\$ 97.50
032514	0	216888	8692	WELCH HENRY	UMPIRE	\$ 300.00
829196783	0	216707	4230	WEST GROUP PAYMENT	WESTLAW SUBSCRIPTION	\$ 71.00
032314	0	216983	21403	WHALEY JACOB DEAN	SCOREKEEPER	\$ 20.00
35709	0	217127	11134	WHITFIELD	ELECTRICAL SERVICES	\$ 290.25
35628	0	216710	11134	WHITFIELD	REPAIRS ON POLE LIGHTING @ TENNIS CTR	\$ 230.80
032514	0	216889	14514	WILLIAMS BERNARD	UMPIRE	\$ 230.00
032314	0	217029	21399	WILLIAMS JORDAN K	SOFTBALL UMPIRE	\$ 97.50
032514	0	217073	19340	WINSTON TIMOTHY	SOCCER REF	\$ 195.00
032014	0	216924	15915	WISEMAN CYNTHIA	AEROBICS INSTRUCTOR	\$ 270.00
032314	0	216984	17981	WOODS EMILY GRACE	SCOREKEEPER	\$ 80.00
032514	0	216890	11652	WRENN DALE	UMPIRE	\$ 388.00
032314	0	216985	20755	YANIK STEPHANIE	SCOREKEEPER	\$ 130.00
456594	0	216807	12678	YARBROUGH'S MUSIC, I	AUDIO FOR BOARD ROOM	\$ 181.75

Total Invoices Paid on this Docket: \$ 1,145,437.07

**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE
CITY OF SOUTHAVEN, MISSISSIPPI FOR DONATION TO THE
DESOTO COUNTY ECONOMIC DEVELOPMENT COUNCIL
SALUTE TO INDUSTRY**

WHEREAS, the City of Southaven (“City”) pursuant to Mississippi Code Section 21-19-44 and Local and Private Legislation Chapter 938 HB 1618 desires to make a donation to the Desoto County Economic Development Council Salute to Industry (“Council”) for the purpose of promoting the Council and promote the City; and

WHEREAS, the City desires to donate the \$ _____ to further those purposes previously set forth.

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 21-19-44 and Local and Private Legislation Chapter 938 HB 1618, the Governing Body of the City hereby donates \$ _____ to the Council for the purpose of promoting the Council and promoting the City.

SECTION 2. On behalf of the City, the Mayor or his designee is authorized to take all actions to effectuate the intent of this Resolution.

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

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

RESOLVED AND DONE, this 15 day of April, 2014.

DARREN MUSSELWHITE, MAYOR

ATTEST:

ASSISTANT CITY CLERK

**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF SOUTHAVEN, MISSISSIPPI TO AMEND
THE CITY OF SOUTHAVEN CODE OF ORDINANCES
TITLE XIII “LICENSES AND MISCELLANEOUS
BUSINESS REGULATIONS,” CHAPTER 4 “PRECIOUS METALS”
SECTIONS 8-96, 8-100, 8-102, 8-104, 8-105**

The Mayor and Board of Aldermen of the City of Southaven, Mississippi (the “City”), considered the matter of amending the Southaven Code of Ordinances, specifically **TITLE XIII “LICENSES AND MISCELLANEOUS BUSINESS REGULATIONS,” CHAPTER 4 “PRECIOUS METALS” SECTIONS 8-96, 8-100, 8-102, 8-104, 8-105**, (“Ordinances”)

Thereupon Alderman_____ offered and moved the adoption of the following resolution:

**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF SOUTHAVEN, MISSISSIPPI TO AMEND
THE CITY OF SOUTHAVEN CODE OF ORDINANCES, TITLE XIII “LICENSES
AND MISCELLANEOUS BUSINESS REGULATIONS,” CHAPTER 4 “PRECIOUS
METALS” SECTIONS 8-96, 8-100, 8-102, 8-104, 8-105**

WHEREAS, pursuant to Miss. Code 21-19-15, the City has the power to make all needful police regulations necessary for the preservation of good order and peace of the municipality and to prevent injury to, destruction of, or interference with public or private property.; and

WHEREAS, pursuant to Mississippi Code Section 75-95-1, et. seq., the State of Mississippi (“State”) has established laws for the purchasing and resale of precious items; and

WHEREAS, pursuant to dictates of Mississippi law and Mississippi Supreme Court precedent, the City desires to adhere and pass ordinances which are consistent with the applicable State statutes (*Maynard v. City of Tupelo*, 691 So. 2d 385, 388 (Miss. 1997)); and

WHEREAS, the City desires to amend the Ordinance to be consistent with the applicable Mississippi Code Sections; and

WHEREAS, the Ordinances, as amended, provide specific guidelines for the governmental authorities, and serves the legitimate City interest; and

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

NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI, THAT RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI TO AMEND THE CITY OF SOUTHAVEN ORDINANCES AS FOLLOWS:

**TITLE XIII “LICENSES AND MISCELLANEOUS BUSINESS REGULATIONS,”
CHAPTER 4 “PRECIOUS METALS” SECTION 8-96 (DEFINITIONS) SHALL BE
AMENDED TO STATE:**

(1) As used in this section, the following words and phrases have the meanings ascribed in this section unless the context clearly indicates otherwise:

(a) "Dealer" or "Broker" means any person, corporation or partnership that engages in the business of purchasing precious items for the purpose of reselling such items in any form. The term "dealer" does not include a manufacturer, retail merchant, pawnbroker licensed under the Mississippi Pawnshop Act (Article 7, Chapter 67, Title 75, Mississippi Code of 1972) or person in the wholesale business, nor does it include any person who purchases precious items at a social gathering in a private residence.

(b) "Permanent place of business" means a fixed premises either owned by the dealer or leased by the dealer for at least one (1) year.

(c) "Precious item" means any of the following:

(i) An article made, in whole or in part, of gold, silver or platinum.

(ii) Precious or semiprecious stones or pearls, whether mounted or unmounted.

(d) "Purchase" means the acquisition of a precious item or items for a consideration of cash, goods or another precious item.

(2) This section shall not apply to any person who purchases precious items from a retail merchant, pawnbroker licensed under the Mississippi Pawnshop Act, manufacturer or wholesale dealer, nor does it apply to any person who purchases precious items at a social gathering in a private residence.

(3) For purposes of this section, the term "private residence" means a separate dwelling or a separate apartment in a multiple dwelling, which is occupied by members of a single-family unit.

**TITLE XIII “LICENSES AND MISCELLANEOUS BUSINESS REGULATIONS,”
CHAPTER 4 “PRECIOUS METALS” SECTION 8-100 (LOG OF TRANSACTIONS
REQUIRED) SHALL BE AMENDED TO STATE:**

(1) Each dealer or broker shall keep the following information for six (6) months from the date of purchase of a precious item:

(a) The name, current address, date of birth and signature of the person from whom the dealer purchased the item.

(b) A description of the person, including height, weight, race, complexion and hair color.

(c) A copy and the serial number of a valid identification card number, as required under subsection (2).

(d) A list describing the items purchased from that person.

Upon the request of the Southaven Police Department, the dealer must make available any of the information required under this subsection.

(2) Before making a purchase, a dealer or broker shall require the person from whom he or she is purchasing the precious item to identify himself or herself with a valid driver's license, non-driver's identification card, armed services identification card or other valid photo identification sufficient to obtain the information required under subsection (1). The photo identification must contain a traceable serial number, which must be recorded by the dealer. The Southaven Police Department shall make available to each dealer a list of the forms of photo identification that are acceptable under this chapter.

(3) Each dealer or broker, at least once each week in which he or she makes a purchase, shall make out and deliver to the Southaven Police Department a true, complete and legible list of all items purchased during the period since the last report. If the Southaven Police Department has issued forms for the making of the reports, the dealer must use those forms to meet the requirements of this subsection. The list of items must include the following:

(a) The brand name and serial number, if any, of the item or items purchased.

(b) An accurate description of each item sufficient to enable the Southaven Police Department identify the item.

(c) The date and time when the item was received.

(d) The amount paid for each item.

(e) All information required under subsection (1) of this section.

**TITLE XIII “LICENSES AND MISCELLANEOUS BUSINESS REGULATIONS,”
CHAPTER 4 “PRECIOUS METALS” SECTION 8-102 (ITEMS MUST REMAIN
UNCHANGED; WAITING PERIOD PRIOR TO RESALE) SHALL BE AMENDED TO
STATE:**

**ITEMS MUST REMAIN UNCHANGED; WAITING PERIOD PRIOR TO RESALE;
PURCHASES FROM MINORS RESTRICTED**

- (1) Any item purchased must be held in the dealer's or broker's custody in the same shape and form for which it was receipted for fifteen (15) business days after delivering the list of items required under Section 8-100 to the Southaven Police Department.
- (2) A dealer or broker may make payment to a seller only by check made payable to a named actual intended seller.
- (3) It is presumptive evidence of intent to violate this ordinance if the items purchased are not listed or fail to agree with the description contained in the required list.
- (4) On notification by the Southaven Police Department or district attorney's office that the items purchased are the fruits of a crime, a dealer may not dispose of those items.
- (5) A dealer may not purchase items from any person under eighteen (18) years of age unless the person is accompanied by a parent or guardian who submits the identification required under Section 8-100.

**TITLE XIII “LICENSES AND MISCELLANEOUS BUSINESS REGULATIONS,”
CHAPTER 4 “PRECIOUS METALS” SECTION 8-104 (PURCHASES FROM MINORS
SHALL BE RESTRICTED) SHALL BE REPEALED.**

**TITLE XIII “LICENSES AND MISCELLANEOUS BUSINESS REGULATIONS,”
CHAPTER 4 “PRECIOUS METALS” SECTION 8-105 (VIOLATIONS; PENALTY)
SHALL BE AMENDED TO STATE:**

A violation of this ordinance is a misdemeanor punishable by a fine of not more than One Thousand Dollars (\$ 1,000.00) or by imprisonment in the county jail for not more than six (6) months, or by both fine and imprisonment.

NOW, THEREFORE BE IT ORDERED that the City Clerk, pursuant to Miss. Code 21-13-11, provide notice of the adoption of the Ordinance in the *Desoto Times* for one (1) time.

NOW, THEREFORE BE IT ORDERED due to the City's desire and duty to provide for the immediate preservation of the public peace by protecting private property and based on the unanimous vote of all members of the governing body, this ordinance and amendments thereto shall be effective immediately.

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

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

Having received a majority of affirmative votes, the Mayor declared that the Resolution was carried and adopted as set forth above on this the 15th day of April, 2014.

CITY OF SOUTHAVEN, MISSISSIPPI

BY: _____
DARREN MUSSELWHITE, MAYOR

ATTEST:

ASSISTANT CITY CLERK

**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF SOUTHAVEN, MISSISSIPPI TO AMEND
THE CITY OF SOUTHAVEN CODE OF ORDINANCES
TITLE VI "FLOOD DAMAGE PREVENTION AND CONTROL"
AND ADOPT THE FLOOD MAPS AS SET FORTH BY THE
FEDERAL EMERGENCY MANAGEMENT AUTHORITY**

The Mayor and Board of Aldermen of the City of Southaven, Mississippi (the "City"), considered the matter of amending the Southaven Code of Ordinances, specifically **TITLE VI FLOOD DAMAGE PREVENTION AND CONTROL** ("Ordinances")

Thereupon Alderman_____ offered and moved the adoption of the following resolution:

**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF SOUTHAVEN, MISSISSIPPI TO AMEND
THE CITY OF SOUTHAVEN CODE OF ORDINANCES, TITLE VI
FLOOD DAMAGE PREVENTION AND CONTROL
AND ADOPT THE FLOOD MAPS AS SET FORTH BY THE
FEDERAL EMERGENCY MANAGEMENT AUTHORITY**

WHEREAS, pursuant to Miss. Code 21-19-1, the City has the power to make regulations to secure the general health of the municipality; and

WHEREAS, the Mississippi Legislature has used the phrase "general health" in the context of flood control, and in granting authority to municipalities (Miss. Code 51-35-303); and

WHEREAS, pursuant to Miss. Code 51-35-303, the City has the power to promote the balanced economic development of the State of Mississippi and to aid in flood control, conservation, and development of lands and property, and of the general health and welfare of the people of the State of Mississippi; and

WHEREAS, it is further determined and declared that the diversion and control of the waters of any rivers on their tributaries and their overflow waters in or near the City for the protection and development of domestic, municipal, commercial, industrial, and manufacturing functions, for flood control, and for pollution abatement are, as a matter of public policy, for the general welfare of the people of the City and State of Mississippi; and

WHEREAS, pursuant to the directives of the Mississippi Emergency Management Association and Federal Emergency Management Authority, due to the recent modifications to the Special Flood Hazard Area (SFHA), the City is required to adopt new map panels and revise the City Ordinances to maintain the City's current enrollment in the National Flood Insurance Program (NFIP); and

WHEREAS, the Ordinances, as amended, provide specific guidelines for the governmental authorities, and serves the legitimate City interest; and

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

NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI, THAT RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI TO AMEND THE CITY OF SOUTHAVEN ORDINANCES AS FOLLOWS:

Title VI - FLOOD DAMAGE PREVENTION AND CONTROL ^[1]

CHAPTER 1. - STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE AND OBJECTIVES

CHAPTER 2. - DEFINITIONS

CHAPTER 3. - GENERAL PROVISIONS

CHAPTER 4. - ADMINISTRATION

CHAPTER 5. - PROVISIONS FOR FLOOD HAZARD REDUCTION

CHAPTER 6. - VARIANCE PROCEDURES

CHAPTER 7. - SERVERABILITY

FOOTNOTE(S):

--- (1) ---

Editor's note— This ordinance, effective May 5, 2014, repealed the former Title VI

An ordinance effective June 4, 2007 repealed the former Title VI

An ordinance adopted March 4, 2003, repealed the former Tit. VI,

Editor's note— An ordinance adopted March 4, 2003, repealed the former Tit. VI, §§ 6-1—6-17, 6-36—6-40, which pertained to similar subject matter and derived from Ord. No. 62, art. 1 (§§ A—D), art. 2, art. 3 (§§ A—H), art. 4 (§§ A—D) and art. 5 (§§ A—E) adopted May 1, 1990, and an ordinance adopted Jan. 5, 1999. ([Back](#))

Cross reference— Buildings and building regulations, Tit. IV; fire prevention and protection, Tit. V; garbage, trash and refuse, Tit. VII; motor vehicles and traffic, Tit. IX; streets, Tit. XI; subdivision regulations, Tit. XII; zoning regulations, Tit. XIII. ([Back](#))

CHAPTER 1. - STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE AND OBJECTIVES

Sec. 6-1. - Statutory authorization.

Sec. 6-2. - Findings of fact.

Sec. 6-3. - Statement of purpose.

Sec. 6-4. - Objectives.

Sec. 6-5. - Methods of reducing flood losses.

Sec. 6-1. - Statutory authorization.

The Legislature of the State of Mississippi has in MCA 1972, Tit. 17, Ch. 1, delegated the responsibility to local government units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the mayor and board of aldermen of the city do hereby adopt the following floodplain management regulations.

Sec. 6-2. - Findings of fact.

- (a) The flood hazard areas of the city are subject to periodic inundation, which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.
- (b) These flood losses are caused by the cumulative effect of obstructions inside and outside floodplains causing increases in flood heights and velocities, and by the occupancy in flood hazard areas by uses vulnerable to floods or hazardous to other lands which are inadequately elevated, flood-proofed, or otherwise unprotected from flood damages.

Sec. 6-3. - Statement of purpose.

It is the purpose of this title to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- (1) Restrict or prohibit uses which are dangerous to health, safety and property due to water or erosion hazards, which result in damaging increases in erosion or in flood heights or velocities;
- (2) Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
- (3) Control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of flood waters;
- (4) Control filling, grading, dredging and other development which may increase erosion or flood damage; and
- (5) Prevent or regulate the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards to other lands.

CHAPTER 1. cont.

Sec. 6-4. - Objectives.

The objectives of this title are to:

- (1) Protect human life and health;
- (2) Minimize expenditure of public money for costly flood control projects;
- (3) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (4) Minimize prolonged business interruptions;
- (5) Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, street and bridges located in floodplains;
- (6) Help maintain a stable tax base by providing for the sound use and development of flood prone areas in such a manner as to minimize flood blight areas; and
- (7) Ensure that potential homebuyers are notified that property is in a floodprone area.

Sec. 6-5. - Methods of reducing flood losses.

In order to accomplish its purposes, this title includes methods and provisions for:

- (1) Restricting or prohibiting uses which are dangerous to health, safety, and property due to water or erosion hazards, or which result in damaging increases in erosion or in flood heights or velocities;
- (2) Requiring that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
- (3) Controlling the alteration of natural floodplains, stream channels, and natural protective barriers, which help accommodate or channel flood waters;
- (4) Controlling filling, grading, dredging, and other development which may increase flood damage; and
- (5) Preventing or regulating the construction of flood barriers that will unnaturally divert floodwaters or may increase flood hazards in other areas.

CHAPTER 2. - DEFINITIONS

Sec. 6-6. - Enumerated.

Secs. 6-7—6-9. - Reserved.

Sec. 6-6. - Enumerated.

Unless specifically defined below, words or phrases used in this title shall be interpreted so as to give them the meaning they have in common usage and to give this title its most reasonable application.

A zone means portions of the SFHA in which the base flood elevations are not determined.

AE zone is the special flood hazard area where base flood elevations are determined.

Accessory structure (appurtenant structure) means a structure, which is located on the same parcel of property as the principle structure and the use of which is incidental to the use of the principle structure. Accessory structures should constitute a minimal initial investment, may not be used for human habitation, and be designed to have minimal flood damage potential. Examples of accessory structures are detached garages, carports, storage sheds, pole barns, and hay sheds.

Addition (to an existing building) means any walled and roofed expansion to the perimeter or height of a building. Any addition shall be considered new construction. If the addition is more than 50% of the market value of the structure, then the addition and the existing structure are now new construction.

AH zone means an area of 1% chance of shallow flooding where depths are between 1 and 3 feet (usually shallow ponding), base flood elevations are shown.

AO zone means an area of 1% chance shallow flooding where depths are between one (1) and three (3) feet (usually sheet flow on sloping terrain), flood depths are shown.

Appeal means a request for a review of the floodplain administrator's interpretation of any provision of this title or a request for a variance.

AR/AE, AR/AH, AR/AO, and AR/A zones are SFHAs that result from the decertification of a previously accredited flood protection system that is in the process of being restored to provide a 1% chance or greater level of flood protection. After restoration is complete, these areas will still experience residual flooding from other flooding sources.

A99 zone means that part of the SEHA inundated by the 1% chance flood to be protected from the 1% chance flood by a federal flood protection system under construction, no base flood elevations are determined.

Area of shallow flooding means a designated AO or AH zone on the community's Flood Insurance Rate Map (FIRM) with flood depths from one (1) to three (3) feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Area of special flood hazard means the land in the floodplain within a community subject to a one (1) percent or greater chance of flooding in any given year. Also referred to as the Special Flood Hazard Area (SFHA)

CHAPTER 2. cont.

B and X zones (shaded) are areas of 0.2 % chance flood, areas subject to the 1 % chance flood with average depths of less than one (1) foot or with contributing drainage area less than one (1) square mile, and areas protected by certified levees from the base flood.

Base flood means the flood having a one (1) percent chance of being equaled or exceeded in any given year (also called the "one-hundred-year flood").

Base flood elevation (BFE) means the elevation shown on the Flood Insurance Study (FIS) for zones AE, AH, AR, AR/A, AR/AE, , AR/AH, AR/AO, and VE that indicates the water surface elevation resulting from a flood that has a 1-percent or greater chance of being equaled or exceeded in any given year.

Basement means that portion of a building having its floor sub-grade (below ground level) on all sides.

Breakaway wall means a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces without causing damage to the elevated portion of the building or the supporting foundation system. This is associated with VE zone construction.

Building. See "structure."

Community means a political entity or its authorized agents or representatives that have the authority to adopt and enforce floodplain ordinances for the area under its jurisdiction.

Community Floodplain Management Map means any map produced by the community utilizing best available base flood elevation and floodway data that is from a federal, state, or other accepted technical source.

Community rating system (CRS) means a program developed by the Federal Insurance Administration to provide incentives for those communities in the regular program that have gone beyond the minimum floodplain management requirements to develop extra measures to provide protection from flooding.

Community flood hazard area (CFHA) means an area that has been determined by the floodplain administrator (or other delegated, designated, or qualified community official) from available technical studies, historical information, and other available and reliable sources, which may be subject to periodic inundation by floodwaters that can adversely affect the public health, safety and general welfare. This includes areas downstream from dams.

Critical facility (also called critical action) means a facility for which the effects of even a slight chance of flooding would be too great. The minimum floodplain of concern for critical facilities is the 0.2 percent chance flood level. Critical facilities include, but are not limited to facilities critical to the health and safety of the public such as: emergency operations centers, designated public shelters, schools, nursing homes, hospitals, police, fire and emergency response installations, vital data storage centers,, power generation and water and other utilities (including related infrastructure such as principal points of utility systems) and installations which produce, use or store hazardous materials or hazardous waste (as defined by the Clean Water Act and other Federal statutes and regulations).

D zone means an area in which the flood hazard is undetermined.

Dam is any artificial barrier, including appurtenant works, constructed to impound or divert water, waste water, liquid borne materials, or solids that may flow if saturated. All structures necessary to maintain the water level in an impoundment or to divert a stream from its course will be considered a dam.

CHAPTER 2. cont.

Development means any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavating, drilling operations, or storage of materials or equipment.

Dry Floodproofing means any combination of structural and nonstructural additions, changes, or adjustments to structures, which reduce or eliminate flood damages to real estate or improved real estate property, water, and sanitary facilities, structures, and their contents. Structures shall be floodproofed with a minimum of 12 inches of freeboard (more is recommended) in relation to the base flood elevation. Dry floodproofing of a pre-FIRM residential structure that has not been substantially damaged or improved is allowed. Dry floodproofing of a post-FIRM residential building is not allowed. Non-residential structures may be dry floodproofed in all flood zones with the exception of the Coastal High Hazard Area or the Coastal AE Zone.

Elevated building means, for insurance purposes, a non-basement building built to have the lowest floor elevated above the ground level by means of solid foundation perimeter walls, pilings, columns posts, piers and shear walls.

Elevation certificate is a FEMA form used as a certified statement that verifies a building's elevation information.

Emergency program means the first phase under which a community participates in the NFIP. It is intended to provide a first layer amount of insurance coverage for all insurable buildings in that community before the effective date of the initial FIRM.

Enclosure below the Lowest Floor see "Lowest Floor".

Encroachment means the advance or infringement of uses, plant growth, fill, excavation, buildings, structures or development into a floodplain, which may impede or alter the flow capacity of a floodplain.

Executive Order 11988 (Floodplain Management) this order requires that no federally assisted activities be conducted in or have the potential to affect identified Special Flood Hazard Areas, unless there is no practicable alternative.

Executive Order 11990 (Wetlands Protection) this order requires the avoidance of adverse impacts associated with the destruction or modification of Wetlands.

Existing construction means any structure for which the "start of construction" commenced before April 15, 1980.

Existing manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community before September 18, 1987.

Expansion to an existing manufactured home park or subdivision means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Fill means a deposit of earthen materials placed by artificial means.

Five-hundred-year flood means the flood that has a two-tenths (0.2) percent chance of being equaled or exceeded in any year. Areas subject to the five-hundred-year flood have a moderate risk of flooding.

Flood or flooding means a general and temporary condition of partial or complete inundation of normally dry land areas from:

CHAPTER 2. cont.

- (1) The overflow of inland or tidal waters;
- (2) The unusual and rapid accumulation or runoff of surface waters from any source.
- (3) Mudslides which are proximately caused by flooding and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.
- (4) The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as a flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding.

Flood (insurance definition) means a general and temporary condition of partial or complete inundation of two or more acres of normally dry land areas or of two or more properties (e.g. a building and a public street) from (1) overflow of inland or tidal waters (2) unusual and rapid accumulation or runoff of surface waters (3) mudflows caused by flooding.

Flood boundary and floodway map (FBFM) means the official map on which the Federal Emergency Management Agency (FEMA) or Federal Insurance Administration (FIA) has delineated the areas of flood hazards and regulatory floodway.

Flood insurance rate map (FIRM) means an official map of a community, on which FEMA has delineated both the areas of special flood hazard and the risk premium zones applicable to the community.

Flood insurance study (FIS) is the document which provides an examination, evaluation, and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation, and determination of mudslide and/or flood-related erosion hazards.

Floodplain means any land area susceptible to being inundated by flood waters from any source.

Floodplain administrator means the individual appointed to administer and enforce the floodplain management regulations.

Floodplain management means the operation of an overall program of corrective and preventive measures for reducing flood damage and preserving and enhancing, where possible, natural resources in the floodplain, including but not limited to emergency preparedness plans, flood control works, floodplain management regulations, and open space plans.

Floodplain management regulations means this title and other zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances, and other applications of police power which control development in flood-prone areas. This term describes federal, state or local regulations in any combination thereof, which provide standards for preventing and reducing flood loss and damage.

Floodproofing certificate is an official FEMA form used to certify compliance for non-residential structures, in non-Coastal High Hazard Areas, as an alternative to elevating buildings to or above the BFE.

Floodway means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot.

CHAPTER 2. cont.

Floodway fringe means that area of the floodplain on either side of the regulatory floodway.

Flood Protection Elevation is the base flood elevation plus the community freeboard. In areas where no base flood elevations exist from any authoritative source, the flood protection elevation can be historical flood elevations or base flood elevations determined and/or approved by the floodplain administrator plus freeboard.

Freeboard means a factor of safety, usually expressed in feet above the BFE, which is applied for the purposes of floodplain management. It is used to compensate for the many unknown factors that could contribute to flood heights greater than those calculated for the base flood.

Functionally dependent facility means a facility which cannot be used for its intended purpose unless it is located or carried out in close proximity to water, such as a docking or port facility necessary for the loading and unloading of cargo or passengers, ship building, ship repair, or seafood offloading facilities. The term does not include long-term storage, manufacture, processing functions, sales, administrative functions, or service facilities.

Hardship (as related to variances of this title) means the exceptional difficulty that would result from a failure to grant the requested variance. The Mayor and Board of Aldermen require that the variance is exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is not exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors likewise cannot as a rule, qualify as an exceptional hardship. All of these problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.

Hazard Potential means the possible adverse incremental consequences that result from the release of water of stored contents due to failure of a dam or mis-operation of a dam or appurtenances. The hazard potential classification of a dam does not reflect in any way on the current condition of a dam and its appurtenant structures (e.g. safety, structural integrity, and flood routing capacity).

High Hazard Dam means a class of dam in which failure may cause loss of life, serious damage to residential, industrial, or commercial buildings; or damage to, or disruption of, important public utilities or transportation facilities such as major highways or railroads. Dams which meet the statutory thresholds for regulation that are proposed for construction in established or proposed residential, commercial, or industrial areas will be assigned this classification, unless the applicant provides convincing evidence to the contrary. A development permit is required for a structure and any associated fill downstream from a dam at any location where flooding can be reasonably anticipated from principal or emergency spillway discharges, or from overtopping and failure of the dam.

Highest adjacent grade means the highest natural elevation of the ground surface, prior to construction, next to the proposed walls of a building.

Historic structure means any structure that is:

- (1) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- (2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- (3) Individually listed on the State of Mississippi Inventory of Historic Structures, or

CHAPTER 2. cont.

- (4) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
 - a. By an approved state program as determined by the Secretary of the Interior; or
 - b. Directly by the Secretary of the Interior in states without approved programs.

Hydrologic and hydraulic engineering analyses means the analyses performed by a professional engineer, registered in the state of Mississippi, in accordance with standard engineering practices as accepted by FEMA, used to determine flood elevations and/or floodway boundaries.

Increased cost of compliance (ICC) coverage means under the standard flood insurance policy the cost to repair a substantially flood damaged building that exceeds the minimal repair cost and that is required to bring a substantially damaged building into compliance with the local flood damage prevention ordinance. Acceptable mitigation measures are floodproofing (non-residential), elevation, relocation, demolition, or any combination thereof. All renewal and new policies with effective dates on or after June 1, 1997, will include ICC coverage.

Letter of Map Change (LOMC) is an official FEMA determination, by letter, to amend or revise effective Flood Insurance Rate Maps, Flood Boundary and Floodway Maps, and Flood Insurance Studies. LOMC's are broken down into the following categories:

- (1) *Letter of map amendment (LOMA)* an amendment based on technical data showing that a property was incorrectly included in a designated SFHA, was not elevated by fill (only by a natural grade elevation) and will not be inundated by the one percent chance flood. A LOMA amends the current effective FIRM and establishes that a specific property is not located in a SFHA.
- (2) *Letter of map revision (LOMR)* A revision based on technical data that, usually due to manmade changes, shows changes to flood zones, flood elevations, Floodplain and floodway delineations, and planimetric features. One common type of LOMR, a LOMR-F, is a determination concerning whether a structure or parcel has been elevated by fill above the BFE and is, therefore, excluded from SFHA.
- (3) *Conditional letter of Map Revision* A formal review and comment by FEMA as to whether a proposed project complies with the minimum NFIP floodplain management criteria. A CLOMR does not revise effective Flood Insurance Rate Maps, Flood Boundary and Floodway Maps, or Flood Insurance Studies.

Levee means a man-made structure; usually an earthen embankment designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

Levee System means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices. For a levee system to be recognized, the following criteria must be met. All closure devices or mechanical systems for internal drainage, whether manual or automatic, must be operated in accordance with an officially adopted operation manual (a copy of which must be provided to FEMA by the operator when the levee or drainage system recognition is being sought or revised). All operations must under the jurisdiction of a Federal or State Agency, an agency created by Federal or State law, or an agency of a community participating in the NFIP.

Limit of Moderate Wave Action (LIMWA) is the limit of the AE Zone category area exposed to wave attack from waves greater than 1.5 feet during the base flood (one percent chance) on open coastal and inland areas exposed to erosion and wave propagation.

CHAPTER 2. cont.

Low Hazard Dam means a class of dam in which failure would at the most result in damage to agricultural land, farm buildings (excluding residences), or minor roads.

Lowest adjacent grade means the elevation of the sidewalk, patio, deck support, or basement entryway immediately next to the structure and after the completion of construction. It does not include earth that is placed for aesthetic or landscape reasons around a foundation wall. It does include natural ground or properly compacted fill that comprises a component of a building's foundation system.

Lowest floor means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, used solely for parking of vehicles, building access, or storage, in an area other than a basement, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the non-elevation provisions of this code.

Manufactured home (44CFR 59.1 definition / FEMA) means a building, transportable in one (1) or more sections, which is built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. The term manufactured home does not include a "recreational vehicle".

Manufactured Housing (24 CFR 3280.3 and 3285.5 definitions / HUD) means "...a structure, transportable in one or more sections, which in the traveling mode is 8 body feet or more in width or 40 body feet in length or which when erected on-site is 320 or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities."

Manufactured home park or subdivision means a parcel (or contiguous parcels) of land divided into two (2) or more manufactured home lots for rent or sale.

Map amendment means a change to an effective NFIP map that results in the exclusion from the SFHA or an individual structure or a legally described parcel of land that has been inadvertently included in the SFHA (i.e., no alterations of topography have occurred since the date of the first NFIP map that showed the structure or parcel to be within the SFHA).

Map panel number means the four-digit number followed by a letter suffix assigned by FEMA on a FIRM map. The first four (4) digits represent the map panel, and the letter suffix represents the number of times the map panel has been revised. (The letter "A" is not used by FEMA. The letter "B" is the first revision.)

Market value means the building value, excluding the land (as agreed between a willing buyer and seller), as established by what the local real estate market will bear. Market value can be established by independent certified appraisal, replacement cost depreciated by age of building (actual cash value) or adjusted assessed values.

Mean sea level means, for the purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929, North American Vertical Datum (NAVD) of 1988, or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map (FIRM) are referenced.

Mitigation means sustained actions taken to reduce or eliminate long-term risk to people and property from hazards and their effects. The purpose of mitigation is twofold: to protect people and structures, and to minimize the costs of disaster response and recovery.

National Flood Insurance Program (NFIP) means the federal program that makes flood insurance available to owners of property in participating communities nationwide through the cooperative efforts of the Federal Government and the private insurance industry.

National Geodetic Vertical Datum (NGVD) as corrected in 1929 means a vertical control used as a reference for establishing varying elevations within the floodplain.

CHAPTER 2. cont.

New construction means any structure or an addition to a structure for which the "start of construction" commenced after September 18, 1987. The term also includes any subsequent improvements to such a structure.

New manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain regulations adopted by a community.

Non-residential means, but is not limited to; small business concerns, churches, schools, farm buildings (including grain bins and silos), poolhouses, clubhouses, recreational buildings, mercantile structures, agricultural and industrial structures, warehouses, and hotels or motels with normal room rentals for less than six (6) months duration.

North American Vertical Datum (NAVD) of 1988 means a vertical control, corrected in 1988, used as a reference for establishing varying elevations within the floodplain.

Obstruction includes, but is not limited to, any dam, wall, wharf, embankment, levee, dike, pile, abutment, protection, excavation, channelization, bridge, conduit, culvert, building, wire, fence, rock, gravel, refuse, fill, structure, vegetation or other material in, along, across or projecting into any watercourse which may alter, impede, retard or change the direction and/or velocity of the flow of water, or due to its location, its propensity to snare or collect debris carried by the flow of water, or its likelihood of being carried downstream.

One Percent Flood (aka 100-Year Flood) means the flood that has a one (1) percent chance of being equaled or exceeded in any given year. Any flood zone that begins with the letter A or V is subject to inundation by the one percent chance flood. Over the life of a thirty-year loan, there is a twenty-six (26) percent chance of experiencing such a flood with the SFHA.

Participating community means any community that voluntarily elects to participate in the NFIP by adopting and enforcing floodplain management regulations that are consistent with the standards of the NFEP.

Post-FIRM construction means construction or substantial improvement that started on or after the effective date of the initial FIRM of the community or after December 31, 1974, whichever is later.

Pre-FIRM construction means new construction or substantial improvement, which started on or before December 31, 1974, or before the effective date of the initial FIRM of the community, whichever is later.

Probation is a means of FEMA formally notifying participating communities of the first of the two step NFIP sanctions due to their failure to correct violations and deficiencies in the administration and enforcement of the local floodplain management regulations.

Public safety and nuisance [means] anything which is injurious to safety or health of an entire community or neighborhood, or any considerable number of persons, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, or river, bay, stream, canal, or basin.

Recreational vehicle means a vehicle that is:

- (1) Built on a single chassis;
- (2) Four hundred (400) square feet or less when measured at the largest horizontal projection;
- (3) Designed to be self-propelled or permanently towable by a light duty truck; and,
- (4) Designed primarily not for use as a permanent dwelling but as a temporary living quarters for recreational, camping, travel, or seasonal use.

CHAPTER 2. cont.

- (5) Has no attached deck, porch, or shed;
- (6) Has quick-disconnect sewage, water, and electrical connectors;
- (7) Licensed and titled as an RV or Park model (not a permanent residence);

Regular program means the second phase of the community's participation in the NFIP in which a second layer coverage is available based upon risk premium rates only after FEMA has completed a risk study for the community.

Regulatory floodway means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot.

Repair means the reconstruction or renewal of any part of an existing building for which the start of construction commenced on or after the effective date of a floodplain management regulation adopted by a community and all such regulations effective at the time of permitting must be met.

Repetitive Loss means flood-related damages sustained by a structure on two (2) separate occasions during a ten-year period in which the cost of repairing the flood damage, on the average, equaled or exceeded twenty-five (25) percent of the market value of the building at the time of each such flood event.

Repetitive Loss Property is any insurable building for which two or more claims of more than \$1,000 were paid by the National Flood Insurance Program (NFIP) within any rolling 10 year period, since 1978. At least two of the claims must be more than ten days apart but, within ten years of each other. A RL property may or may not be currently insured by the NFIP.

Section 1316 means that section of the National Flood Insurance Act of 1968, as amended, which states that no new flood insurance coverage shall be provided for any property that the administrator finds has been declared by a duly constituted state or local zoning authority or other authorized public body to be in violation of state or local laws, regulations, or ordinances that are intended to discourage or otherwise restrict land development or occupancy in flood-prone areas.

Severe Repetitive Loss Structure means any insured property that has met at least one of the following paid flood loss criteria since 1978, regardless of ownership:

- (1) Four or more separate claim payments of more than \$5,000 each (including building and contents payments); or
- (2) Two or more separate claim payments (building payments only) where the total of the payments exceeds the current market value of the property.

In either case, two of the claim payments must have occurred within ten years of each other. Multiple losses at the same location within ten days of each other are counted as one loss, with the payment amounts added together.

Significant hazard dam means a dam assigned the significant hazard potential classification where failure may cause damage to main roads, minor railroads, or cause interruption of use, or service of relatively important public utilities.

Special flood hazard area (SFHA) means that portion of the floodplain subject to inundation by the base flood and/or flood-related erosion hazards as shown on a FHBM or FIRM as zone A, AE, AH, AO, AR, AR/AE, AR/AO, AR/AH, AR/A, A99, or VE.

Start of construction (for other than new construction or substantial improvements under the Coastal Barrier Resources Act, P.L. 97-348), includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, or improvement was within one hundred eighty (180) days of the permit date. The actual start means the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of

CHAPTER 2. cont.

slabs or footings, installation of piles, construction of columns, or any work beyond the stage of excavation or placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main building. For substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Structure (for floodplain management purposes), means a walled and roofed building, including a gas or liquid storage tank that is principally above ground, as well as manufactured homes.

Structure (for insurance purposes), means a building with two or more outside rigid walls and a fully secured roof, that is affixed to a permanent site; a manufactured home built on a permanent chassis, transported to a site in one or more sections, and affixed to a permanent foundation; or a travel trailer without wheels, built on a chassis and affixed to a permanent foundation, that is regulated under the community's Floodplain Management and Building Ordinances or laws. The term does not include a recreational vehicle or a park trailer or other similar vehicle, except as described in the last part of this definition, or a gas, or liquid storage tank.

Subdivision means any division, for the purposes of sale, lease, or development, either on the installment plan or upon any and all other plans, terms and conditions, of any tract or parcel of land into two (2) or more lots or parcels.

Subrogation means an action brought by FEMA when flood damages have occurred, flood insurance has been paid, and all or part of the damage can be attributed to acts or omissions by a community or other third party.

Substantial damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. Substantial damage also means flood-related damages sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.

Substantial improvement means any combination of reconstruction, rehabilitation, or other improvement of a structure taking place over a designated 10-year period in which the cumulative percentage of improvement equals or exceeds 50 percent of the current market value of the structure before the "start of construction" of the improvement. The designated 10-year period begins at the date of the initial improvement to the structure. The costs for determining substantial improvement include the cost of additions. This term includes structures which have incurred repetitive loss or substantial damage, regardless of the actual repair work performed. The term does not apply to:

- (1) Any project for improvement of a building required to comply with existing health, sanitary, or safety code specifications which have been identified by the Code Enforcement Official and which are solely necessary to assure safe living conditions, provided that said code deficiencies were not caused by neglect or lack of maintenance on the part of the current or previous owners or ;
- (2) Any alteration of a "historic structure" provided that the alteration will not preclude the structure's continued designation as a "historic structure"; or

Substantially improved existing manufactured home parks or subdivisions means where the repair, reconstruction, rehabilitation or improvement of the streets, utilities and pads equals or exceeds fifty (50) percent of the value of the streets, utilities and pads before the repair, reconstruction or improvement commenced.

CHAPTER 2. cont.

Suspension means the removal, with or without probation, of a participating community from the NFIP because the community failed to adopt and enforce the compliant floodplain management regulations required for participation in the NFIP.

Variance means a grant of relief from the requirements of this title, which permits construction in a manner otherwise prohibited by this title where specific enforcement would result in unnecessary hardship.

Violation means the failure of a structure or other development to be fully compliant with this title. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in this title is presumed to be in violation until such time as that documentation is provided.

Watercourse means any flowing body of water including a river, creek, stream, wash, channel or branch.

Water surface elevation means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929 or the North American Vertical Datum (NAVD) of 1988, (or other datum, where specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

Wet floodproofing means a method of construction which allows water to enter a structure in such a way that will minimize damage to the structure and its contents. Wet floodproofing is appropriate for functionally dependent use and uses that facilitate open space use by variance only, structures utilized for parking or limited storage, or when all other techniques are not technically feasible. Wet floodproofing shall not be utilized as a method to satisfy the requirements of this ordinance for bringing substantially damaged or improved structures into compliance. Wet floodproofing is not allowed in lieu of complying with the lowest floor elevation requirements for new residential buildings.

X zones (shaded) are areas of 0.2 percent chance flood that are outside of the SFHA subject to the one percent chance flood with average depths of less than one foot, or with contributing drainage area less than one square mile, and areas protected by certified levees from the base flood.

X zone (unshaded) are areas determined to be outside the 0.2 percent chance floodplain.

Zone means a geographical area shown on a Flood Hazard Boundary Map or a Flood Insurance Rate Map that reflects the severity or type of flooding in the area.

Secs. 6-7—6-9. - Reserved.

CHAPTER 3. - GENERAL PROVISIONS

Sec. 6-10. - Lands to which this title applies.

Sec. 6-11. - Basis for establishing the areas of special flood hazard.

Sec. 6-12. - Establishment of floodplain development permit.

Sec. 6-13. - Compliance.

Sec. 6-14. - Abrogation and greater restrictions.

Sec. 6-15. - Interpretation.

Sec. 6-16. – Standards for X Zones

Sec. 6-17. – Repetitive Loss Structures

Sec. 6-18. - Warning and disclaimer liability

Sec. 6-19. – Penalties for Violation

Sec. 6-10. - Lands to which this title applies.

This title shall apply to all areas within the jurisdiction of the City of Southaven, Mississippi.

Sec. 6-11. - Basis for establishing the areas of special flood hazard.

The areas of special flood hazard identified by the Federal Emergency Management Agency in the Flood Insurance Study for DeSoto County and Incorporated Areas, dated May 5, 2014, with the accompanying Flood Insurance Rate Maps (FIRM) panels numbers 55H, 56G, 57G, 59G, 70H, 76G, 77G, 78H, 79H, 81H, 83H, 90H, 91H, and 93H and other supporting data, are adopted by reference and declared to be a part of this title. The Flood Insurance Study and maps are on file at the City Engineer's Office.

Sec. 6-12. - Establishment of floodplain development permit.

A development permit shall be required in conformance with the provision of this title prior to the commencement of any development activities in identified special flood hazard areas and community flood hazard areas.

Sec. 6-13. - Compliance.

No structure or land shall hereafter be located, extended, converted or structurally altered without full compliance with the terms of this title and other applicable regulations.

Sec. 6-14. - Abrogation and greater restrictions.

This title is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this title and another conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

CHAPTER 3, cont.

Sec. 6-15. - Interpretation.

In the interpretation and application of this title all provisions shall be:

- (1) Considered as minimum requirements;
- (2) Liberally construed in favor of the governing body, and;
- (3) Deemed neither to limit nor repeal any other powers granted under state statutes.

Sec. 6-16.-Standards for X Zones (shaded/unshaded)

Any area outside the FEMA studied areas lying along blue line streams shown on the United States Department of the Interior Geological Survey quadrants of which the City of Southaven is contained and/or areas with flood prone soils which are contiguous to blue line streams as shown on the City of Southaven Flood Prone Soils Map shall also be considered community flood hazard areas. These areas contiguous to blue line streams are defined by a buffer of five times the width of the stream at the top of the bank or twenty feet each side from the top of the bank, whichever is greater.

The X Zones (shaded/unshaded) are considered to be low to moderate risk flood zones and are located outside the community's delineated special flood hazard area and include the following:

- (1) Areas outside the one percent chance flood zone, but within the 0.2 percent chance flood Zone, as determined by a detailed study;
- (2) Areas outside the 0.2 percent chance flood zone as determined by a detailed study and;
- (3) Areas that have not yet been studied.

The community reserves the right to require further studies for any development within its jurisdiction, if there is evidence that a potential flood hazard exists. Studies can be used to designate community flood hazard areas. Such evidence may include but shall not be limited to:

- (1) Eyewitness reports of historic flooding or other reports of historic flooding deemed credible by the community;
- (2) Geological features observed that resemble floodplains (such as flat areas along streams);
- (3) Proximity to manmade or natural constructions such as road crossings that can cause backwater effects, and;
- (4) Drainage basin characteristics such as drainage area, slope, percent impervious cover, land use, etc.

Sec. 6-17.-Repetitive Loss Structures.

The Community may declare any existing structure as a repetitive loss structure as required to qualify the structure for increased cost of compliance (ICC) benefits allowed by a National Flood Insurance Program flood policy claim. To be declared a repetitive loss structure, the following conditions must be met:

- (1) The structure must have a flood insurance policy that includes the increased cost of compliance coverage and;

CHAPTER 3, cont.

- (2) The structure must have been flooded twice during a ten-year period with each flood event causing damage for which the repair cost equaled or exceeded 25% of the market value of the structure.

Sec. 6-18. - Warning and disclaimer of liability.

The degree of flood protection required by this title is considered reasonable for regulatory purposes and is based on scientific and engineering consideration. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This title does not imply that land outside the areas of special flood hazard and community flood hazard areas or uses permitted within such areas will be free from flooding or flood damages. This title shall not create liability on the part of Mayor and Board of Aldermen of the City of Southaven or by any officer or employee thereof for any flood damages that result from reliance on this title or any administrative decision lawfully made there under.

Sec. 6-19. – Enforcement, Penalties, and violations.

Violation of the provisions of this Ordinance or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions, shall constitute a misdemeanor. Any person who violates this title or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than five hundred dollars (\$500.00) or imprisoned for not more than thirty (30) days, or both, and in addition, shall pay all costs and expenses involved in the case. Each act of violation and each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent the floodplain administrator from taking such other lawful actions as is necessary to prevent or remedy any violation.

CHAPTER 4. - ADMINISTRATION

Sec. 6-20. - Designation of flood damage prevention ordinance administrator.

Sec. 6-21. - Permit procedures.

Sec. 6-22. - Powers, duties and responsibilities of the floodplain administrator.

Sec. 6-23—6-29. - Reserved.

Sec. 6-20. - Designation of flood damage prevention ordinance administrator.

The Mayor and Board of Aldermen of the City of Southaven hereby appoints the City Engineer to administer and implement the provisions of this title and is herein referred to as the Floodplain Administrator and/or the Administrator.

Sec. 6-21. - Permit procedures.

Application for a development permit shall be made to the floodplain administrator on forms furnished by him or her prior to any development activities, and may include, but not be limited to, the following plans in duplicate drawn to scale showing the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, earthen fill, storage of materials or equipment, drainage facilities, and the location of the foregoing. Specifically, the following information is required:

- (1) *Application stage.*
 - a. Elevation in relation to mean sea level of the proposed lowest floor (including basement) of all buildings, which will be submitted on a FEMA Form 81-31 (Elevation Certificate) by a state of Mississippi registered engineer or surveyor;
 - b. Elevation in relation to mean sea level to which any non-residential building in an A zone will be floodproofed;
 - c. Certificate from a state of Mississippi registered professional engineer or architect that the nonresidential flood-proofed building will meet the flood-proofing criteria in section 6-21(2), section 6-31(2);
 - d. No floodplain development permit can be issued to any mobile, modular, or permanently constructed residence, building or facility unless the owner, lessee, or developer obtains a Notice of Intent from the Mississippi State Health Department, pursuant to the MS Individual On-Site Wastewater Disposal System Law (2009), for a recommendation of a sewage system of Proof of Compliance from the proper Sewer and Water District;
 - e. Description of the extent to which any watercourse will be altered or relocated as result of proposed development; and
- (2) *Construction stage.* Upon placement of the lowest floor, before framing continues, or flood-proofing by whatever construction means, it shall be the duty of the permit holder to submit to the floodplain administrator a certification of the NAVD or NGVD elevation of the relation to mean sea level. Said certification shall be prepared by or under the direct supervision of a Registered Land Surveyor or Professional Engineer, who is authorized by the state of Mississippi to certify such information, and certified by same. When flood proofing is utilized for a particular building, said certification shall be prepared by or under the direct supervision of a Professional Engineer or Architect, who is authorized by the State of Mississippi to certify such information, and certified by same. Floodproofing shall be required to be 18 inches (18") above the base flood elevation.

Any work undertaken prior to submission of the certification shall be at the permit holder's risk. (The floodplain administrator shall review the lowest floor and flood-proofing elevation survey data submitted.) The permit holder immediately and prior to further progressive work being

CHAPTER 4, cont.

permitted to proceed shall correct deficiencies detected by such review. Failure to submit the survey or failure to make said corrections required hereby, shall be cause to issue a stop-work order for the project.

In any lot or lots/areas that have been removed from the special flood hazard area via Letter of Map Revision Based on Fill, and if the top of fill level is below the freeboard elevation, all new structures, additions, to existing buildings or substantial improvement must meet the required community freeboard elevation.

- (3) *Finished Construction.* Upon completion of construction, a FEMA elevation certificate which depicts all finished construction elevations is required to be submitted to the Floodplain Administrator. If the project includes a floodproofing measure, a FEMA floodproofing certificate is required to be submitted by the permit holder to the Floodplain Administrator.

Sec. 6-22. - Powers, duties and responsibilities of the floodplain administrator.

The floodplain administrator and/or staff is hereby authorized and directed to enforce the provisions of this title. The administrator is further authorized to render interpretations of this title, which are consistent with its spirit and purpose.

- (1) Right of entry.
 - a. Whenever necessary to make an inspection to enforce any of the provisions of this title, or whenever the administrator has reasonable cause to believe that there exists in any building or upon any premises any condition or ordinance violation which makes such building, structure or premises unsafe, dangerous or hazardous, the administrator may enter such building, structure or premises at all reasonable times to inspect the same or perform any duty imposed upon the administrator by this title.
 - b. If such building or premises are occupied, he shall first present proper credentials and request entry. If such building, structure, or premises are unoccupied, he shall first make a reasonable effort to locate the owner or other persons having charge or control of such building or premises.
 - c. If entry is refused, the Administrator shall have recourse to every remedy provided by law to secure entry.
 - d. When the Administrator shall have first obtained a proper inspection warrant or other remedy provided by law to secure entry, no owner or occupant or any other persons having charge, care or control of any building, structure, or premises shall fail or neglect after proper request is made as herein provided, to promptly permit entry therein by the administrator for the purpose of inspection and examination pursuant to this title.
- (2) Stop work orders. Upon notice from the Administrator, work on any building, structure or premises that is being done contrary to the provisions of this title shall immediately cease. Such a notice shall be in writing and shall be given to the owner of the property, or to his agent, or to the person doing the work, and shall state the conditions under which work may be resumed.

CHAPTER 4, cont.

(3) Revocation of permits.

- a. The administrator may revoke a permit or approval, issued under the provisions of this title, in case there has been any false statement or misrepresentation as to the material fact in the application or plans on which the permit or approval was based.
- b. The administrator may revoke a permit upon determination by the administrator that the construction, erection, alteration, repair, moving, demolition, installation, or replacement of the structure for which the permit was issued is in violation of, or not in conformity with, the provisions of this title.

(4) Duties of the administrator shall include, but not be limited to:

- a. Review all development permits to assure that the permit requirements of this title have been satisfied;
- b. Review proposed development to assure that all necessary permits have been received from those governmental agencies from which approval is required by Federal or State Law, including section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334. Additionally, require the permittee to obtain and submit copies of any required federal or state permits and maintain them on file with the development permit.
- c. Perform inspections as needed to ensure that all applicable ordinance and floodplain development requirements have been satisfied. The first inspection upon the establishment of the Base Flood Elevation reference mark at the development site; the second upon establishment of the structure's footprint prior to pouring the slab or the establishment of the lowest floor in an elevated foundation system; and the final inspection upon completion and submission of the required finished construction elevation certificate.
- d. Verify any required setback distances.
- e. Verify that all placement of fill or grading is according to certified plans. Assure that any fill being used as part of the structure's foundation system (not allowed in a CFHA) is both clean material and properly compacted and placed. A professional certification that any structure built on fill is reasonably safe from flooding can be requested of the builder/developer.
- f. Verify adequate placement and size of any required flood vents in regard to the number of openings, their location, size and height above ground level.
- g. Ensure that crawlspaces have adequate vents or openings, and that the interior grade is at or above the exterior grade.
- h. Verify that the structure's utilities, duct-work and HVAC systems are at or above the base flood elevation.
- i. Notify adjacent communities, the state NFIP coordinator, and other federal and/or state agencies with statutory or regulatory authority prior to any alteration or relocation of a watercourse.
- j. Assure that maintenance is provided within the altered or relocated portion of said watercourse so that the flood-carrying capacity is not diminished.
- k. Verify and record the actual elevation (in relation to mean sea level) of the lowest floor (including basement) of all new construction or substantially improved buildings, in accordance with section 6-21(2). Information must be recorded on the FEMA Floodproofing Certificate Form 81651.

CHAPTER 4, cont.

- l. Verify and record the actual elevation (in relation to mean sea level) to which the new or substantially improved buildings have been flood-proofed, in accordance with section 6-21(2). Information must be recorded on the FEMA Floodproofing Certificate Form 81-65.
 - m. Review certified plans and specifications for compliance.
 - n. Where interpretation is needed as to the exact location of boundaries of the areas of special flood hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) the floodplain administrator shall make the necessary interpretation. The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this chapter.
 - o. When base flood elevation data or floodway data have not been provided in accordance with section 6-11, then the floodplain administrator shall obtain, review and reasonably utilize any base flood elevation and floodway data available from a federal, state or other source, in order to administer the provisions of chapter 5.
 - p. Provide information, testimony, or other evidence, as needed during variance request hearings.
 - q. Conduct the following actions when damage occurs to a building or buildings:
 - 1 Determine whether damaged structures are located within the Special Flood Hazard Area:
 - 2 Conduct damage assessments for those damaged structures located in the SFHA, and;
 - 3 Make a reasonable attempt to notify owner(s) of the requirement to obtain a building permit / floodplain development permit prior to repair, rehabilitation, or reconstruction.
 - r. Perform such other inspections as may be required to insure compliance with the other provisions of this ordinance.
- (5) Liability. Any officer or employee, or member of the administrator's staff, charged with the enforcement of this title, acting for the applicable governing authority in the discharge of his duties, shall not thereby render himself personally liable, and is hereby relieved from all personal liability, for any damage that may accrue to persons or property as a result of any act required or permitted in the discharge of his duties. Any suit brought against any officer or employee or member because of such act performed by him in the enforcement of any provision of this title shall be defended by the department of law until the final termination of the proceedings.

Secs. 6-23—6-29. - Reserved.

CHAPTER 5. - PROVISIONS FOR FLOOD HAZARD REDUCTION

Sec. 6-30. - General standards.

Sec. 6-31. - Specific standards.

Sec. 6-32. - Standards for streams without established base flood elevation and/or floodways.

Sec. 6-33. - Standards for subdivision proposals.

Sec. 6-34. - Critical facilities.

Secs. 6-35—6-39. - Reserved.

Sec. 6-30. - General standards.

In all areas of special flood hazard the following provisions are required:

- (1) New construction and substantial improvements shall be anchored to prevent flotation, collapse or lateral movement of the structure;
- (2) Manufactured homes shall be anchored to prevent flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. Dry stacked blocks (stacked without the use of mortar or cement to bond them together) are not to be used as an anchor/elevation method. This standard shall be in addition to and consistent with applicable state requirements for resisting wind forces;
- (3) New construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage;
- (4) New construction or substantial improvements shall be constructed by methods and practices that minimize flood damage;
- (5) Electrical, heating, ventilation, plumbing, air conditioning equipment and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding, such facilities shall be located a minimum of 18 inches above the Base Flood Elevation.
- (6) New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;
- (7) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters;
- (8) On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding;
- (9) Any alteration, repair, reconstruction or improvements to a building that is in compliance with the provisions of this title shall meet the requirements of "new construction" as contained in this title; and
- (10) Any alteration, repair, reconstruction or improvements to a building that is not in compliance with the provisions of this title, shall be undertaken only if said non-conformity shall meet the requirements of "new construction" as contained in this title.
- (11) All gas and liquid storage tanks (both above and below ground) shall be adequately anchored to prevent floatation, lateral movement resulting from hydrodynamic forces, and the effects of buoyancy.

CHAPTER 5, cont.

- (12) When new construction and substantial improvements are located in multiple flood zones or in a flood zone with multiple base flood elevations, they shall meet the requirement for the more stringent flood zone and the highest base flood elevation.
- (13) New construction and substantial improvement of any building (both in and outside the SFHA) shall have the lowest floor (including basement) at least one foot above the centerline of the designated street, unless the topography of the property does not allow for strict adherence as determined by the Floodplain Administrator.
- (14) All new horizontal additions must have the lowest floor and all HVAC elevated to the regulatory base flood elevation.
- (15) New construction and substantial improvements of structures built on fill (only allowed outside of the CHFA and Coastal AE Zone) shall be constructed on properly designed and compacted fill that extends 10 feet to 15 feet beyond the building walls before dropping below the base flood elevation, and shall have appropriate protection from erosion and scour as follows:
 - a. Fill sites upon which structures will be constructed or placed, must be compacted to 95% of the maximum density obtainable with the Standard Proctor Test method or an acceptable equivalent method.
 - b. Fill slopes shall be no steeper than one foot vertical to two feet horizontal.
 - c. Adequate protection against erosion must be provided for fill slopes. When expected velocities during the occurrence of the base flood are greater than five feet per second, armoring with stone or rock protection or material that will provide equivalent resistance will be provided. When expected velocities during the base flood are five feet per second or appropriate protection shall be provided by covering them with vegetative cover at minimum.
 - d. Fill shall be composed of clean granular or earthen material.
- (16) Storage or processing of materials that are hazardous, flammable, explosive, or in time of flooding could become buoyant and pose an obstruction to flow, are prohibited within the community special flood hazard areas, to include identified floodways. Storage of material or equipment not otherwise prohibited shall be firmly anchored to prevent floatation.

Sec. 6-31. - Specific standards for riverine zones.

In all areas of special flood hazard designated on the community's FIRM, where base flood elevation data have been provided (excluding CFHA and Coastal AE Zone), as set forth in section 6-11, the following provisions in addition to the standards in section 6-30 are required:

- (1) *Residential construction.* New construction or substantial improvement of any residential building (or manufactured home) shall have the lowest floor, including basement, elevated no lower than 18 inches above the base flood elevation, (the community freeboard). Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to automatically equalize hydrostatic flood forces on exterior walls of enclosures that are subject to flooding, shall be provided in accordance with standards of subsection (4) of this section. New development proposals will be designed, to the maximum extent practicable, so residential building sites, walkways, driveways, and roadways are located at natural grade with elevation not less than the base flood elevation and with evacuation routes leading directly out of the special flood hazard area.
- (2) *Non-residential construction.* New construction or substantial improvement of any commercial, industrial, or nonresidential building (or manufactured home) shall have the lowest floor, including basement elevated to no lower than 18 inches above the level of the base flood elevation (the community freeboard). Buildings located in all A zones may, together with

CHAPTER 5, cont.

attendant utility and sanitary facilities, be floodproofed in lieu of being elevated provided that all areas of the building below the BFE (plus the minimum 18 inch community free board) are water tight with walls substantially impermeable to the passage of water, and use structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. Dry floodproofing is allowed only where flood velocities are less than or equal to five feet per second. A registered professional engineer or architect shall certify that the standards of this subsection are satisfied. A Flood Emergency Operation Plan and an Inspection and Maintenance Plan must be provided by the design professional for the building. Such certification shall be provided to the Floodplain Administrator as set forth in section 6-21. New development proposals will be designed, to the maximum extent practicable, so non-residential building sites, walkways, driveways, and roadways are located at natural grade with elevation not less than the base flood elevation and with evacuation routes leading directly out of the special flood hazard area.

- (3) In special flood hazard areas with base flood elevations (AE Zones) but without floodways, no encroachments, including fill material or structures, shall be permitted unless certification by a Registered Professional Engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community. The engineering certification must be supported by technical data that conforms to standard hydraulic engineering principles.
- (4) *Enclosures.* New construction or substantial improvements of elevated buildings that include fully enclosed areas formed by foundation and other exterior walls below the lowest floor shall be designed to preclude finished living space and designed to allow for the entry and exit of floodwaters to automatically equalize hydrostatic flood forces on exterior walls. Total enclosed area shall be limited to 299 square feet. Enclosed areas, including crawl spaces, shall be used only for parking of vehicles, building access, and storage.
 - a. Designs for complying with this requirement must either be certified by a professional engineer or architect or meet the following minimum criteria:
 1. Provide a minimum of two (2) openings on different sides of each enclosed area, If a structure has more than one enclosed area below the base flood elevation, each shall have openings on exterior walls.
 2. The total net area of all openings shall be at least one square inch for every square foot of enclosed area, or the openings shall be designed and the construction documents shall include a statement that the design and installation will provide for equalization of hydrostatic flood forces on exterior walls by allowing for the automatic entry and exit of flood waters;
 3. The bottom of all openings shall be no higher than one (1) foot above foundation interior grade (which must be equal to in elevation or higher than the exterior foundation grade); and
 4. Openings shall allow the passage of a three inch sphere.
 5. Openings may be equipped with screens, louvers, valves or other coverings or devices provided they permit the automatic flow of floodwaters in both directions, and automatically equalize hydrostatic flood loads on exterior walls, and;
 - b. Access to the enclosed area shall be minimum necessary to allow for parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the living area (stairway or elevator); and

CHAPTER 5, cont.

- c. The interior portion of such enclosed area shall not be partitioned or finished into separate rooms.
 - d. Property owners shall be required to execute a flood opening/venting affidavit acknowledging that all openings will be maintained as flood vents, and that the elimination or alteration of the openings in any way will violate the requirements of Sec. 6-31(4)
 - e. Detached storage buildings, sheds, or other like accessory improvements, excluding detached garages, carports, and boat houses, shall solely be used for parking of vehicles and storage, and will be allowed no more than 600 square feet of unfinished, non-partitioned and enclosed storage space. Such storage space shall not be used for human habitation and shall be limited to storage of items that can withstand exposure to the elements and have a low flood damage potential. The storage space shall be constructed of flood resistant or breakaway materials, and equipment and service utilities, such as electrical outlets, shall be limited to essential lighting and other incidental uses, and must be elevated or floodproofed. Flood openings in accordance with the standards of Sec 6-31(4) shall also be required. These accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters. Accessory improvements and other appurtenant structures shall be firmly anchored to prevent flotation that may result in damage to other structures.
 - f. Where elevation requirements exceed six (6) feet above the highest adjacent grade, a copy of the legally recorded deed restriction prohibiting the conversion of the area below the lowest floor to a use or dimension contrary to the building's originally approved design, shall be presented as a condition of issuance of the final certificate of occupancy.
- (5) *Standards for manufactured homes and recreational vehicles.*
- a. All manufactured homes placed, or substantially improved, on individual lots or parcels, in existing manufactured home parks or subdivisions, in expansions to existing manufactured home parks or subdivisions, in new manufactured home parks or subdivisions or in substantially improved manufactured home parks or subdivisions, must meet all the requirements for new construction, including elevation and anchoring and the flood opening requirements of subsection 4. Manufactured homes must be:
 - 1. Securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement, and
 - 2. Elevated on a permanent foundation to have its lowest floor elevated to no lower than eighteen inches (18") above the level of the base flood elevation.
 - b. Excepting manufactured homes that have incurred substantial damage as a result of a flood, all manufactured homes placed or substantially improved in an existing manufactured home park or subdivision must be elevated so that:
 - 1. The lowest floor of the manufactured home is elevated no lower than eighteen inches (18") above the level of the base flood elevation; and be securely anchored to an adequately anchored foundation support system to resist flotation, collapse and lateral movement, or
 - 2. The manufactured home chassis is supported by reinforced piers or other foundation elements of at least an equivalent strength, of no less than 36 inches in height above the highest adjacent grade and adequately anchored foundation support system to resist floatation, collapse, and lateral movement.

CHAPTER 5, cont.

- c. All recreational vehicles placed on sites must either:
 1. Be on site for fewer than ninety (90) consecutive days; and shall leave the site for at least seven consecutive days and obtain a new permit before returning to the same site,
 2. Be fully licensed and ready for highway use; or
 3. Must meet all the requirements for new construction, including anchoring and elevation requirements of section 6-31(5)

A recreational vehicle is ready for highway use if it is licensed and insured in accordance with the State of Mississippi motor vehicle regulations, is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices and has no permanently attached additions.

- (6) *Floodways*. Located within areas of special flood hazard established in section 6-11 are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of flood waters which carry debris, potential projectiles and has erosion potential, the following provisions shall apply:
 - a. Prohibit encroachments, including fill, new construction, placement of manufactured homes, substantial improvements and other developments.
 - b. Permissible uses within the floodway may include: general farming, pasture, outdoor plant nurseries, horticulture, forestry, wildlife sanctuary, game farm, and other similar agricultural, wildlife, and related uses. Also, lawns, gardens, athletic fields, play areas, picnic grounds, and hiking and horseback riding trails are acceptable uses, provided that they do not employ structures or fill. These permissible uses may require certification (with supporting technical data) by a registered professional engineer demonstrating that encroachments shall not result in any increase in flood levels during occurrence of the base flood discharge. The uses in this subsection are permissible only if and to the extent that they do not cause any increase in flood levels during the base flood discharge.

Sec. 6-32. - Standards for streams without established base flood elevation and/or floodways.

When base flood elevation data and floodway data are not available in accordance with section 6-11, in special flood hazard areas and Community Flood Hazard Areas without base flood elevation data, new construction and substantial improvements shall be elevated or floodproofed to elevations established by the community. The following provisions apply in addition to the standards of section 6-30 and 6-31(4) shall apply

- (1) When base flood elevation data or floodway data have not been provided in accordance with section 6-11, then the local administrator shall obtain, review, and reasonably utilize any base flood elevation and floodway data available from a federal, state, or other source, in order to administer the provisions of chapter 5. If data is not available from outside sources, then the following subsections (2)-(9) shall apply.
- (2) In special flood hazard areas with base flood elevations (zones AE and AI—30) but without floodways, no encroachments, including fill material or structures, shall be permitted unless certification by a registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one (1)

CHAPTER 5, cont.

foot at any point within the community. The engineering certification should be supported by technical data that conforms to standard hydraulic engineering principles.

- (3) No encroachments, including fill material or other development, shall be located within a distance of the stream bank equal to five (5) times the width of the stream at the top of the bank or twenty (20) feet each side from the top of the bank, whichever is greater, unless certification by a registered professional engineer is provided demonstrating that such encroachment shall not result in any increase in flood levels during the occurrence of the base flood discharge. The enclosure standards of Section 31(4) shall apply.
- (4) When base flood elevation data or floodway data are not available in accordance with section 6-22(4)i., in special flood hazard areas and community flood hazard areas without base flood elevation data, new construction and substantial improvements of existing structures shall have the lowest floor of the lowest enclosed area (including basement) elevated no less than forty two inches (42") above the highest adjacent grade at the building site.
- (5) Require that all new subdivision proposals and other proposed developments (including proposals for manufactured home parks and subdivisions), include within such proposals base flood elevation data;
- (6) The Floodplain Administrator shall require that a single lot applicant develop the base flood elevation for the development site, utilizing accepted engineering practices and procedures. Upon review of the submitted data, the Administrator may accept or reject the proposed base flood elevation. When such data is accepted, standards of Sec 6-31 will apply.
- (7) Fill within the Special Flood Hazard Area shall result in no net loss of natural floodplain storage. The volume of loss of floodwater storage due to filling in the Special Flood Hazard Area shall be offset by providing an equal volume of Flood storage by excavation or other compensatory measures at or adjacent to the development site.
- (8) Notify, in riverine situations, adjacent communities and the State Coordinating Office prior to any alteration or relocation of a watercourse, and submit copies of such notifications to FEMA. Assure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained.
- (9) Require all manufactured homes be placed or installed using methods and practices which minimize flood damage. Manufactured homes must be elevated and anchored to resist floatation, collapse, or lateral movement. Dry stacked blocks (stacked without the use of mortar or cement to bond them together) are not allowed within the Special Flood Hazard Area.

Sec. 6-33. - Standards for Subdivision Proposals and Other Proposed Development.

- (a) All subdivision proposals shall be consistent with the need to minimize flood damage.
- (b) All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage.
- (c) All subdivision proposals shall have adequate drainage provided to reduce exposure to flood hazards.
- (d) Base flood elevation data shall be provided for subdivision proposals and other proposed development (including manufactured home parks and subdivisions).

CHAPTER 5, cont.

Sec. 6-34. - Critical Facilities.

Construction of new and substantially improved critical facilities shall be located outside the limits of the special flood hazard area (SFHA) (one percent chance floodplain). Construction of new critical facilities shall be permissible within the SFHA if no feasible alternative site is available and access to the facilities remains available during a 0.2 percent chance flood. . Critical facilities constructed within the SFHA shall have the lowest floor elevated three feet six inches (3'-6") above the base flood elevation at the site (or to the 0.2 percent chance flood elevation whichever is greater). Floodproofing and sealing measures must be implemented to ensure that toxic substances will not be displaced by or released into floodwaters. Multiple access routes, elevated to or above the 0.2 percent flood elevation, shall be provided to all critical facilities to the extent possible. Critical Facilities must not only be protected to or above the 0.2 percent chance flood, but must remain operable during such an event. The community's flood response plan must list facilities considered critical in a flood since loss of access can cause a critical situation. Other facilities in low risk flood zones that may also be needed to support flood response efforts must be included on the critical facility list. The use of any structure shall not be changed to a critical facility, where such a change in use will render the new critical facility out of conformance with this section. The list of the operators of the critical facilities affected by flooding must be updated at least annually, as part of the community critical facility planning procedures.

Sec. 6-35—6-39. - Reserved.

CHAPTER 6. - VARIANCE PROCEDURES

Sec. 6-40. - Designation of variance and appeals board.

Sec. 6-41. - Duties of variance and appeals board.

Sec. 6-42. - Variance procedures.

Sec. 6-43. - Conditions for variances.

Sec. 6-44. - Variance notification.

Sec. 6-45. - Historic structures.

Sec. 6-46. - Special conditions.

Sec. 6-47. - No-impact certification within the floodway.

Sec. 6-40. - Designation of variance and appeals board.

The Mayor and Board of Aldermen of the City of Southaven shall hear and decide appeals and requests for variances from, requirements of this title.

Sec. 6-41. - Duties of variance and appeals board.

The Planning Commission shall hear and decide appeals when it is alleged an error in any requirement, decision, or determination is made by the Floodplain Administrator in the enforcement or administration of this ordinance. Any person aggrieved by the decision of the Planning Commission may appeal such decision to the Mayor and Board of Aldermen; any such appeal must be filed, in writing, within ten (10) days of the Planning Commission's decision. Any person aggrieved by the decision of the Mayor and Board of Aldermen may appeal such decision to the DeSoto County Circuit Court as provided by § 11-51-75, Mississippi Code of 1972, Annotated.

Sec. 6-42. - Variance procedures.

In passing upon such applications, the mayor and board of aldermen shall consider all technical evaluations, all relevant factors, standards specified in other sections of this title, and:

- (1) The evaluation must be based on the characteristics unique to that property and not be shared by adjacent parcels. The characteristics must pertain to the land itself, not to the structure, its inhabitants, or its owners;
- (2) Variances should never be granted for multiple lots, phases of Subdivisions, or entire subdivisions;
- (3) The danger that materials may be swept onto other lands to the injury of others;
- (4) The danger to life and property due to flooding or erosion damage;
- (5) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner and the community;
- (6) The importance of the services provided by the proposed facility to the community;
- (7) The necessity of the facility to be at a waterfront location, where applicable;
- (8) The availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;
- (9) The compatibility of the proposed use with existing and anticipated development;

CHAPTER 6, cont.

- (10) The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
- (11) The safety of access to the property in times of flood for ordinary and emergency vehicles;
- (12) The expected heights, velocity, duration, rate of rise, and sediment of transport of the flood waters and the effects of wave action, if applicable, expected at the site; and
- (13) The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and streets and bridges and culverts.
- (14) Upon consideration of factors listed above, and the purpose of this ordinance, the Mayor and Board of Aldermen may attach such conditions to the granting of variances as it determines necessary to further the purpose of this ordinance.
- (15) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

Sec. 6-43. - Conditions for variances.

- (a) Variances shall only be issued when there is:
 - (1) A showing of good and sufficient cause;
 - (2) A determination that failure to grant the variance would result in exceptional hardship; and
 - (3) A determination that the granting of a variance will not result in increased flood heights, additional threats to public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
- (b) The provisions of this Ordinance are minimum standards for flood loss reduction; therefore any deviation from the standards must be weighed carefully. Variances shall only be issued upon a determination that the variance is the minimum necessary deviation from the requirements of this Ordinance, considering the flood hazard, to afford relief; and in the instance of a Historic Structure, a determination that the variance is the minimum necessary so as not to destroy the historic character and design of the building. (See section 6-45)
- (c) Any applicant to whom a variance is granted shall be given written notice specifying the difference between the base flood elevation and the elevation to which the lowest floor is to be built and stating that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation. (See section 6-44.)
- (d) The floodplain administrator shall maintain the records of all appeal actions and report any variances to the Federal Emergency Management Agency or Mississippi Emergency Management Agency upon request. (See section 6-44.)
- (e) Upon consideration of the factors listed above and the purposes of this ordinance, the Mayor and Board of Aldermen may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance.
- (f) Variances shall not be issued "after the fact".

CHAPTER 6, cont.

Sec. 6-44. - Variance notification.

Any applicant to whom a variance is granted shall be given written notice by the signature of a community official that:

- (1) The issuance of a variance to construct a structure below the base flood elevation will result in increased premium rates for flood insurance up to amounts as high as twenty-five dollars (\$25.00) for one hundred dollars (\$100.00) of insurance coverage, and;
- (2) Such construction below the base flood level increases risks to life and property. A copy of the notice shall be recorded by the floodplain administrator in the office of the DeSoto County Chancery Clerk and shall be recorded in a manner so that it appears in the chain of title of the affected parcel of land.

The floodplain administrator will maintain a record of all variance actions, including justification for their issuance, and report such variances issued in the community's biennial report submission to the Federal Emergency Management Agency.

Sec. 6-45. - Historic structures.

Variances may be issued for the repair or rehabilitation of "historic structures" upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as an "historic structure" and the variance is the minimum to preserve the historic character and design of the structure.

Sec. 6-46. - Special conditions.

Upon consideration of the factors listed in chapter 6, and the purposes of this title, the Mayor and Board of Aldermen may attach such conditions to the granting of variances, as it deems necessary to further the purposes of this title.

Sec. 6-47. - No-impact certification within the floodway.

Variances shall not be issued within any designated floodway if any impact in flood conditions or increase in flood levels during the base flood discharge would result.

CHAPTER 7. – SEVERABILITY

If any section, clause, sentence, or phrase of the Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this Ordinance.

NOW THEREFORE BE IT ORDERED, that the City adopt the new maps as proposed by FEMA associated with the revisions to this Ordinance change to maintain the City's current enrollment in the NFIP.

NOW, THEREFORE BE IT ORDERED that the City Clerk, pursuant to Miss. Code 21-13-11, provide notice of the adoption of the Ordinance in the *Desoto Times* for one (1) time. Pursuant to Mississippi Code 21-17-19, the Notice shall state:

On April 15, 2014, the City of Southaven ("City") Board of Alderman approved a Resolution amending and revising **TITLE VI FLOOD DAMAGE PREVENTION AND CONTROL** of the City Ordinances. The Resolution also adopted the flood maps proposed by Federal Emergency Management Authority ("FEMA"). The City Ordinances amendment and revision was completed to ensure compliance with the applicable guidelines of the FEMA. The Ordinances amend the definitions, general provisions, administration, provisions for flood reduction and variance procedure. A copy of the Ordinance and Map is on file with the City Clerk and City Engineer's Office and is available for review between the hours of 8 a.m. to 5 p.m. Monday through Friday.

NOW THEREFORE BE IT OREDED that the City Clerk, pursuant to Miss. Code 21-17-19, shall post this Ordinance at City Hall and the Parks Department consistent with the time of the publication.

NOW, THEREFORE BE IT ORDERED due to the City's desire and duty to provide for the immediate preservation of the public peace, health and safety of the citizens of the City, to maintain the City's current enrollment in the National Flood Insurance Program (NFIP) and based on the unanimous vote of all members of the governing body, this ordinance and amendments thereto shall be effective May 5, 2014.

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

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

Having received a majority of affirmative votes, the Mayor declared that the Resolution was carried and adopted as set forth above on this the 15th day of April, 2014.

CITY OF SOUTHAVEN, MISSISSIPPI

BY: _____
DARREN MUSSELWHITE, MAYOR

ATTEST:

CITY CLERK



April 8, 2014
C-L Project No. 92111-010

Ron Smith
City Engineer
City of Southaven
8710 Northwest Dr.
Southaven, MS 38671

REFERENCE: STATELINE & TCHULAHOMA ROAD IMPROVEMENTS
 CITY OF SOUTHAVEN – CHANGE ORDER REQUEST NO 2

Dear Mr. Ron Smith,

Transmitted herewith for Board approval is Change Order No. 2 for the above referenced project. This Change Order request addresses several line item quantity adjustments related to the modifications to the layout for future phases requested by the City, the construction delay that was beyond the Contractor's control due to the utility relocations, and inadequate subsurface soils that required removal and the addition of some soil stabilization. Civil-Link has reviewed the information included here in and we recommend the approval of the Change Order as submitted.

If you have any questions or concerns, please give me a call.

Sincerely,

CIVIL – LINK, LLC

A handwritten signature in black ink, appearing to read "Dan Cordell", is written over the typed name below.

Dan Cordell, PE
Principal

CONTRACT CHANGE ORDER

DATE:	4/3/2014	ORDER NO.	2
CONTRACT FOR:	STATELINE RD AND TCHULAHOMA RD INTERSECTION IMPROVEMENTS		
OWNER:	CITY OF SOUTHAVEN		
CONTRACTOR:	MADDEN PHILLIPS CONSTRCUTION		

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

Description of Changes (Supplemental Plans and Specifications Attached)	DECREASE in Contract Price	INCREASE in Contract Price
Item 6 - Asphalt Pavement, 9.5mm MDOT Mix, ST - Reduce quantity by 217 CY	\$ 23,436.00	
Item 9 - Combination Concrete Curb and Gutter, All Types - Delete	\$ 4,452.00	
Item 12 - Undercut Excavation (FM) - Increase quantity by 665 CY		\$ 16,625.00
Item 14 - Concrete Pavement, Class B (Islands) (PM) - Delete	\$ 7,650.00	
New Item 33 - 100 lb Rip Rap - 21.21 TN at \$49.60 per TN		\$ 1,052.02
New Item 34 - # 57 Stone - 17.45 TN at \$39.55 per TN		\$ 690.15
New Item 35 - Remobilization - 1 LS		\$ 3,500.00
New Item 36 - Geotextile Fabric - 1500 SY at \$4.95 per SY		\$ 7,425.00
New Item 37 - Delay Maintinence of Traffic - 1 LS		\$ 4,793.75
New Item 38 - Cement Treated Base - 22 TN at \$66.55 per TN		\$ 1,464.10
TOTALS	\$ 35,538.00	\$ 35,550.02
NET CHANGE IN CONTRACT PRICE	\$ 12.02	

JUSTIFICATION: This change order adjusts several line item quantities related to the modifications to the layout for future phases requested by the city, construction delay due to utility relocation, and inadequant subsurface soils that required additional stabilization.

The amount of the Contract will be ~~(Decreased)~~ (Increased) By The Sum Of: Twelve and 02/100s
 Dollars \$ 12.02

The Contract Total Including this and previous Change Orders Will Be: Three Hundred Thousand
 one hundred forty and 40/100 Dollars \$ 300,140.40

The Contract Period Provided for Completion Will Be (Increased) ~~(Decreased)~~ (Unchanged): 137 Days.

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

Accepted _____ (Owner)
 Recommended *Dan Cordell* (Owner's Architect/Engineer) 04/03/14 (Date)
 Accepted *Glen E Sherman* (Contractor) 04/8/14 (Date)

April 9, 2014
N-S Project No. NS.05146.063

Mr. Ron Smith
City Engineer
City of Southaven
8710 Northwest Drive
Southaven, MS 38671

REFERENCE: HURRICANE CREEK SEWER PROJECT – PHASE 3
TRINITY LAKES AND AIRWAYS ROAD
PUMP STATIONS & SEWER MAINS AND
TRINITY LAKES WWTF ABANDONMENT
UNIT BID TABULATION AND RECOMMENDATION

Dear Mr. Smith:

Neel-Schaffer, Inc. has reviewed and tabulated, on a line item basis, the bids received on April 7, 2014, for the above mentioned project. Enclosed is a Unit Bid Tabulation for the two bids received. The bids ranged from \$1,525,313.00 to \$2,003,035.00. The lowest bid was received from Argo Construction Corporation in the amount of \$1,525,313.00. This amount is consistent with the engineer's estimate of \$1.5M. The Unit Bid Tabulation is attached to this recommendation letter.

A review of the bid for Argo Construction Corporation for completeness and accuracy revealed that the bid was fully responsive in accordance with the Bid Documents. Their proposal included acknowledgement of addenda, non-collusion affidavit, a list of subcontractors for the job, and all proper notarized signature. Based on the review for completion and tabulation of the bids, we recommend the contract for the above mentioned sewer project be **conditionally** awarded to Argo Construction Corporation, contingent upon final approval by the SRF Loan department.

To meet the requirements of the loan, a conditional *Notice of Award* needs to be issued to the lowest, responsive, and responsible bidder and to the MS Department of Environmental Quality, no later than April 28, 2014. This date is the deadline for submission of the Bid Package to the SRF loan department. The bid package will be subjected to a standard review by SRF and must receive approval before the contract can be formally awarded to Argo Construction Corporation.

Mr. Ron Smith, City Engineer
April 9, 2014
Page 2

If you have any questions or need additional information, please let us know.

Sincerely,

NEEL-SCHAFFER, INC.



Sean E. Hilsdon, P.E.
Project Manager

Attachment

- c. Sheila Heath, City of Southaven Clerk (via email)



BID TABULATION - City of Southaven, MS				Argo Construction Corporation		Chris Hill Construction Co., LLC	
5146.063 – Hurricane Creek Sewer Project - Phase 3 Trinity Lakes and Airways Road Pump Stations & Sewer Mains April 7, 2014							
Pay Item	Description	Quantity	Unit	Unit Price (in Figures)	Total Price (in Figures)	Unit Price (in Figures)	Total Price (in Figures)
BASE BID ITEMS							
1.0	Mobilization	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 6,200.00	\$ 6,200.00
2.0	Maintenance of Traffic	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 6,450.00	\$ 6,450.00
3.0	Clearing and Grubbing	1	Acre	\$ 10,000.00	\$ 10,000.00	\$ 12,400.00	\$ 12,400.00
4.0	Erosion Control	1	LS	\$ 7,500.00	\$ 7,500.00	\$ 30,000.00	\$ 30,000.00
5.0	Seeding	3	Acre	\$ 1,800.00	\$ 5,400.00	\$ 2,580.00	\$ 7,740.00
6.0	Sodding	500	SY	\$ 3.00	\$ 1,500.00	\$ 8.45	\$ 4,225.00
7.0	Erosion Control Blanket	2,500	SY	\$ 2.00	\$ 5,000.00	\$ 4.60	\$ 11,500.00
8.0	300# Rock Riprap with Geotextile Fabric	575	Tons	\$ 45.00	\$ 25,875.00	\$ 48.00	\$ 27,600.00
9.0	Operation of Bypass Pump	40	Hours	\$ 125.00	\$ 5,000.00	\$ 210.00	\$ 8,400.00
10.	Force Main, 12" Ductile Iron Pipe (open trench)	5,158	LF	\$ 71.00	\$ 366,218.00	\$ 104.00	\$ 536,432.00
10.1	Force Main, 6" C900 PVC Pipe (open trench)	320	LF	\$ 30.00	\$ 9,600.00	\$ 60.00	\$ 19,200.00
11.0	Force Main, 14" HDPE DR-11 Pipe (Horizontal Directional Drill)	547	LF	\$ 120.00	\$ 65,640.00	\$ 100.00	\$ 54,700.00
12.0	Force Main, 24" Steel Casing with 12" Ductile Iron Carrier Pipe (jack & bore-on grade)	75	LF	\$ 620.00	\$ 46,500.00	\$ 575.00	\$ 43,125.00
13.0	Gravity Main, 8" SDR26 PVC Pipe (open trench)	420	LF	\$ 30.00	\$ 12,600.00	\$ 53.65	\$ 22,533.00
13.1	Gravity Main, 15" SDR26 PVC Pipe (open trench)	68	LF	\$ 90.00	\$ 6,120.00	\$ 107.50	\$ 7,310.00
14.0	Precast Concrete Manhole (48" dia.)	28	VLF	\$ 370.00	\$ 10,360.00	\$ 925.00	\$ 25,900.00
14.1	Wetwell Rehabilitation (with epoxy lining)	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 8,050.00	\$ 8,050.00
15.0	Sewage Combination Valve and Vault	4	EACH	\$ 7,000.00	\$ 28,000.00	\$ 10,600.00	\$ 42,400.00
16.0	Connect to Existing Manhole or Wetwell	5	EACH	\$ 5,000.00	\$ 25,000.00	\$ 10,300.00	\$ 51,500.00
17.0	Connect to Existing 12" inactive Ductile Iron Main	4	EACH	\$ 2,500.00	\$ 10,000.00	\$ 2,500.00	\$ 10,000.00
17.1	Connection to Existing Inactive 6" SDR26 PVC Main	1	EACH	\$ 1,500.00	\$ 1,500.00	\$ 3,200.00	\$ 3,200.00
18.0	Connect to Existing Active 6" SDR26 PVC Main	1	EACH	\$ 2,500.00	\$ 2,500.00	\$ 3,500.00	\$ 3,500.00
19.0	Pressure Test Existing Inactive 12" and 6" Mains	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 6,000.00	\$ 6,000.00
19.1	Existing 12" D.I.P. Force Main Repair	1	EACH	\$ 3,500.00	\$ 3,500.00	\$ 4,800.00	\$ 4,800.00

BID TABULATION - City of Southaven, MS				Argo Construction Corporation		Chris Hill Construction Co., LLC	
5146.063 -- Hurricane Creek Sewer Project - Phase 3 Trinity Lakes and Airways Road Pump Stations & Sewer Mains April 7, 2014							
Pay Item	Description	Quantity	Unit	Unit Price (in Figures)	Total Price (in Figures)	Unit Price (in Figures)	Total Price (in Figures)
BASE BID ITEMS							
19.2	Existing 6" PVC Force Main Repair	1	EACH	\$ 2,500.00	\$ 2,500.00	\$ 3,120.00	\$ 3,120.00
19.3	Abandon Existing Force Mains	1	LS	\$ 27,000.00	\$ 27,000.00	\$ 33,950.00	\$ 33,950.00
20.0	Pump Station General Site Construction, Trinity Lakes (PS-1)	1	LS	\$ 32,000.00	\$ 32,000.00	\$ 53,060.00	\$ 53,060.00
21.1	Pump Station General Site Construction, Airways Road (PS-2)	1	LS	\$ 32,000.00	\$ 32,000.00	\$ 51,740.00	\$ 51,740.00
21.0	Pump Equipment, Trinity Lakes (PS-1)	1	LS	\$ 137,000.00	\$ 137,000.00	\$ 152,000.00	\$ 152,000.00
21.1	Pump Equipment, Airways Road (PS-2)	1	LS	\$ 180,000.00	\$ 180,000.00	\$ 200,000.00	\$ 200,000.00
22.0	Pump Station CMU Building Construction, Trinity Lakes (PS-1)	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 61,500.00	\$ 61,500.00
22.1	Pump Station CMU Building Construction, Airways Road (PS-2)	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 61,500.00	\$ 61,500.00
23.0	Pump Station Wetwell Construction, Trinity Lakes (PS-1)	1	LS	\$ 70,000.00	\$ 70,000.00	\$ 83,100.00	\$ 83,100.00
23.1	Pump Station Wetwell Construction, Airways Road (PS-2)	1	LS	\$ 82,000.00	\$ 82,000.00	\$ 92,100.00	\$ 92,100.00
24.0	Pump Station Electrical & Communication Construction, Trinity Lakes (PS-1)	1	LS	\$ 70,000.00	\$ 70,000.00	\$ 63,500.00	\$ 63,500.00
24.1	Pump Station Electrical & Communication Construction, Airways Road (PS-2)	1	LS	\$ 70,000.00	\$ 70,000.00	\$ 63,200.00	\$ 63,200.00
25.0	Trinity Lakes Existing Package Wastewater Treatment Plant Abandonment and Removal	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 112,200.00	\$ 112,200.00
26.0	Trinity Lakes Existing Package Wastewater Treatment Plant General Site Construction	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 18,900.00	\$ 18,900.00
					\$ 1,525,313.00		\$ 2,003,035.00

* - Indicates discrepancies between unit price and the total price of bids or miscalculations. The unit price governs and was used to calculate the total prices which resulted in the changes marked above.

NR - Indicates nonresponsive bid

I certify that this is a correct tabulation of all the bids received and read aloud for this project on the bid date of April 7, 2014.

 ENGINEER
SIGNATURE

**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE
CITY OF SOUTHAVEN, MISSISSIPPI FOR DECLARATION OF
EMERGENCY EXPENDITURE**

WHEREAS, the City of Southaven (“City”) pursuant to Mississippi Code Section 31-7-1(f) and Mississippi Code 31-7-13(k) desires to maintain the immediate preservation of order and public health by relocating a sewer line; and

WHEREAS, the sewer line had to be relocated to allow for the construction of a building and so that such sewer line could continue to serve its intended purpose and allow for the City to have access to the sewer line; and

WHEREAS, the relocating of the sewer line is necessary for the continued treatment of sewer and for the immediate preservation of public health.

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

SECTION 1. Pursuant to Mississippi Code 31-7-1(f) and Mississippi Code 31-7-13(k), the City Board ratifies the expenditure in the amount of Eight Thousand One Hundred Twenty Three Dollars and 49/100 (\$8,123.49) for the relocation of the sewer line.

SECTION 2. On behalf of the City, the Mayor or his designee is authorized to take all actions to effectuate the intent of this Resolution.

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

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

RESOLVED AND DONE, this 15 day of April, 2014.

DARREN MUSSELWHITE, MAYOR

ATTEST:

CITY CLERK



CITY OF SOUTHAVEN

At the "Top" of Mississippi

Utility Division

April 10, 2014

To: Darren Musselwhite, Mayor
Chris Wilson, CAO
Board of Aldermen

From: Ray Humphrey, Utility Director
RE: Emergency Expenditure

Mayor Musselwhite, Mr. Wilson and Board of Aldermen,

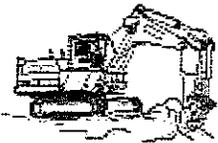
On 4/2/2014, a builder cut our pressure sewer main which was spanning across lot 13 in Castle Ridge Subdivision. Since this line was impeding construction of the house at this location, immediate action was required to repair and reroute the sewer main.

In accordance with section 31-7-1(f) of the Mississippi Code, the normal competitive bid process for a project of this scope was bypassed to avoid any further damage. Please see the attached invoice for additional information.

Sincerely,



Ray Humphrey
Utility Director
City of Southaven
901-831-0244
www.southaven.org



TRI-FIRMA EXCAVATORS, LLC

6585 Wallace Lane
Horn Lake, MS 38637
662-393-9750

Invoice

Date	Invoice #
4/9/2014	3575QB

Bill To
City of Southaven Utilities Division
Attn: Mr. Ray Humphrey
8710 Northwest Drive
Southaven, MS 38671

Project:

Castle Ridge

Date(s) Work Performed

4/3-4/9/2014

P.O. #	Due Date	Terms
	4/24/2014	Net 15

Quantity	Description	Rate	Amount
	W.O.# 3494 Located Force Main, Laid Approximately 500 Feet of New Main, Made Two Connections, Rough Graded, Installed Approximately 180 Feet of Silt Fence, Removed Old Pipe and Hauled to Dump		
23.5	SUPERINTENDENT	88.00	2,068.00
90	GENERAL LABOR	28.00	2,520.00
16	KUBOTA SKID STEER	78.00	1,248.00
21.5	CATERPILLAR MINI EXCAVATOR/HR	65.00	1,397.50
2	JOHN DEER3E 310SG BACKHOE	78.00	156.00
180	EROSION CONTROL SILT FENCE/L.F.	2.50	450.00
	SUB TOTAL CITY INVOICE		7,839.50
	STATE CONTRACTORS FEE 3.62%	3.6225%	283.99

PO # _____
 VENDOR # 9591
 INVOICE # 3575QB
 AMOUNT \$ 8,123.49
 DESCRIPTION EMERGENCY Repair
LAT 13
RELOCATION OF SEWER CASTLE RIDGE
SUBDIVISION
 DEPT. CODE 815-615300

Ray Humphrey

Thank you for your business.	Total	\$8,123.49
------------------------------	--------------	------------



April 7, 2014
C-L Project No. 92111-070

Mr. Ray Humphrey
Utility Director
City of Southaven
8710 Northwest Dr.
Southaven, MS 38671

REFERENCE: HWY 51 AND STARLANDING PRESSURE SEWER RELOCATION
REQUEST APPROVAL FOR ADVERTISEMENT

Dear Mr. Humphrey,

MDOT has reviewed and approved the MOU for the above mentioned Project that will relocate a pressure sewer line for MDOT's Hwy 51 widening project. This project is funded by MDOT per the MOU. Civil-Link is requesting city approval to move forward with the advertisement for Hwy 51 and Starlanding Pressure Sewer Relocation.

If you have any questions or concerns, please give me a call.

Sincerely,

CIVIL – LINK, LLC

A handwritten signature in blue ink, appearing to read "Dan Cordell", is written over the typed name.

Dan Cordell, PE
President

CC: Ray Humphrey



CITY OF SOUTHAVEN

At the "Top" of Mississippi

Utility Division

April 1, 2014

Re: Surplus Property

Honorable Mayor Darren Musselwhite and Board of Aldermen

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

2005 Dodge Dakota Pick-Up Unit # 811 VIN # 1D7HE22K25S345739 Asset # 2580

This vehicle has surpassed all useful benefits to our department and the maintenance cost does not warrant keeping this vehicle in service.

Sincerely,

Ray Humphrey
Utility Director
City of Southaven
901-831-0244
www.southaven.org

FY14 OP SPECIAL WAVE GRANT APPLICATION

Mississippi Office of Highway Safety
 1025 North Park Drive
 Ridgeland, MS 39157
 Phone: (601) 977-3700; Fax: (601) 977-3701
 mohs@dps.ms.us

1. City of Southaven 8691 Northwest Drive Southaven, MS 38671 Telephone: (662) 393-8652 Fax: (662) 393-7138 E-Mail: gregs@southaven.org	2. Date: 04-04-2014	
	3. Beginning and Ending Dates: May 1, 2014 thru September 30, 2014	
	4. Subgrant Payment Method: <u>X</u> Cost Reimbursement Method	
	5. CFDA # - 20.616	
	6. DUNS # - 053106001	
	7. Congressional District-1	
	8. Program Title: Occupant Protection	
10. The following funds are requested:		
A. COST CATEGORY		B. SOURCE OF FUNDS
(1) Personal Services-Salary	\$12,222.00	(1) Federal \$15,000.00
(2) Personal Services-Fringe	\$2,778.00	
TOTAL	\$15,000.00	TOTAL \$15,000.00
Goals: To help the State of MS increase the seat belt usage rate from 81.88% in 2012 to 84% in 2014 and decrease the unrestrained fatality rate from 309 in 2011 to 278 in 2014. Performance Measures: Issue at least 504 seat belt and/or child restraint citations. Tasks: Conduct saturation patrols and OP safety checkpoints.		

12. Approved for Grantee:	13. Approved for Subgrantee:
Signature _____ Date _____	Signature _____ Date _____
Name: Shirley Thomas Title: Office Director/MS Governor's Representative Department of Public Safety, Division of Public Safety Planning, MS Office of Highway Safety	Name: Title:

FY14 OP SPECIAL WAVE GRANT PROPOSED COST DETAIL SUPPORT SHEET

1. Applicant Agency: City Of Southaven					
2. Beginning: May 1, 2014		3. Ending: September 30, 2014		4. Activity: Occupant Protection	
5. MOHS Use Only	6. Category	8. Description of item and/or Basis for Valuation	9. Budget		
	7. Line Item		Federal	All Other	Total
	Salary & Wages:	Overtime for approx. 4 to 9 officers workings approx. 383 hours @ approx.. \$31.89 per hour = \$12222.00 (not to exceed)	\$12,222.00		\$12,222.00
	Fringe: FICA (7.65%-Employer) Retirement (15.75%-Employer)	Approx. FICA 12222.00 X 7.655 = \$934.98 Retirement 12222.00 X 15.75% = \$1924.97 \$934.98 + \$1924.97 = \$2859.95 Not to exceed \$2778.00	\$2,778.00		\$2,778.00

MOHS USE ONLY:

TOTALS	\$15,000.00			\$15,000.00
---------------	--------------------	--	--	--------------------

**FY14 OP SPECIAL WAVE GRANT PROPOSED TASK
BY QUARTER**

AGENCY NAME: CITY OF SOUTHAVEN

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS
<p>List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.</p>
<p>3RD QUARTER (MAY & JUNE)</p> <p>Issue approximately 252 seat belt and/or child restraint citations to reach the goal of 504 for FY14.</p> <p>Attend the Click It or Ticket LEL Troop meeting for the district.</p> <p>Attend a Mississippi Association of Highway Safety Leaders (MAHSL) meeting during the month of May.</p> <p>Submit all required reporting by scheduled date(s) as defined in contract by MOHS, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Quarterly Progress reports, etc.)</p> <p><u>Additional Tasks:</u></p> <p>Participate in the Click It of Ticket blitz campaign and reporting.</p> <p>Run a pre and post newspaper article informing the public of the agencies participation in the National Click It or Ticket campaign.</p>
<p>Projected Expenditures for Quarter: \$7500.00</p>

SCHEDULE PROJECTION OF TASKS BY QUARTERS
<p>List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.</p>
<p>4TH QUARTER (JULY, AUGUST & SEPTEMBER)</p> <p>Write approximately 252 seat belt and/or child restraint citations to reach the goal of 504 for FY14.</p> <p>Attend the LEL Troop meeting for the district.</p> <p>Attend at least one (1) MAHSL meeting during the quarter.</p> <p>Submit all required reporting by scheduled date(s) as defined in contract by MOHS, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Quarterly Progress reports, etc.)</p> <p><u>Additional Tasks:</u></p>
<p>Projected Expenditures for Quarter: \$7500.00</p>

Mississippi Office of Highway Safety

FY14 OP Special Wave Agreement of Understanding and Compliance

This agreement made and entered into by and between the State of Mississippi by and through the Mississippi Office of Highway Safety (MOHS), hereinafter referred to as State, and the Governmental Unit or agency named in this application, hereinafter referred to as Applicant.

WHEREAS, the National Highway Traffic Safety Act of 1966, as amended, provides Federal funds to the State for approved highway safety projects for the purpose of reducing injuries and fatalities as result of motor vehicle crashes, and

WHEREAS, the State may make said funds available to state, county, and municipal agencies and/or government or political subdivisions and/or non-profit entities upon application and approval by State and the National Highway Traffic Safety Administration (NHTSA) if applicable, and

WHEREAS, the Applicant must comply with the requirements listed herein, to be eligible for Federal funds in approved highway safety projects, and

WHEREAS, the State is obligated to reimburse NHTSA out of its funds for any ineligible or unauthorized expenditures for which Federal funds have been claimed and payment received, and

WHEREAS, the Applicant has submitted an application for Federal funds for highway safety projects:

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

I. REIMBURSEMENT OF ELIGIBLE EXPENSES

- A. It is mutually agreed that upon written application by Applicant and approval by State and NHTSA (if applicable), State will obligate Federal funds to Applicant account for reimbursement of eligible expenditures as set forth in the application.
- B. It is understood that the State has the right to monitor and pre-audit any and all claims presented for reimbursement. Arrangements have been made for the financial and compliance audit required by OMB Circular A-133, which is to be conducted within the prescribed audit reporting cycle (failure to furnish an acceptable audit, as determined by the cognizant Federal agency, may result in denial or require return of Federal funds). It is mutually agreed and promised that Applicant reimburse State for any ineligible or unauthorized expenditure for which Federal funds have been claimed and payment received as determined by a State or Federal audit.
- C. It is also understood, pursuant to Section 18.42(e)(1) of Title 49 Code of Federal Regulations, the awarding agency and the Comptroller General of the United States, or any of their authorized representatives (such as National Highway Traffic Administration otherwise known as NHTSA), shall have the right of access to any pertinent books, documents, papers, or other records of grantees and sub-grantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.
- D. It is further agreed that where reimbursement is made to Applicant in installments, State shall have the right to withhold any installments to make up reimbursement(s) received for any ineligible or

unauthorized expenditure until such time as the ineligible claim is made up or corrected by Applicant.

- E. Unless otherwise directed, Applicants must submit monthly reimbursement forms and back up documentation, by the 10th business day of the month to receive reimbursement for project activities. Tasks by Quarter Reports, reflect the status of project implementation and progress toward reaching goals. Each progress report shall describe the project status quarterly and shall be submitted to the State no later than fifteen (15) days following the end of each quarter. A Final Closeout Report must be submitted to the MOHS within forty five (45) days of completion of the project (November 15th) unless otherwise directed. Appropriate forms will be provided to the Project Director along with a reminder notice advising date that each is due.

Any Applicant delinquent in submitting quarterly and/or final accomplishment reports, or reports that lack sufficient detail of progress during the period in question, will be subject to having submitted reimbursement requests withheld. Once sufficient reports to substantiate adequate progress have been submitted, reimbursement requests will be processed.

II. ON-SITE MONITORING AND EVALUATION

Pursuant to Federal guidelines, the State has developed a plan for evaluating all projects. The evaluation can include on-site monitoring both during and at the end of each grant period. All written documents will be reviewed to determine progress, problems and payoffs of the project.

III. PROPERTY AGREEMENT

- A. Facilities and equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the MOHS; or the State, by formal agreement with appropriate officials of a political subdivision, State agency, or non-profit entities.
- B. It is mutually agreed and promised that the Applicant shall immediately notify the MOHS if any equipment purchased under this project ceases to be used in the manner as set forth by the project agreement. In such event, Applicant further agrees either to give credit to the project cost or to another active Highway Safety project for the residual value of such equipment in an amount to be determined by the MOHS or to transfer or otherwise dispose of such equipment as directed by the MOHS.
- C. It is mutually agreed and promised by the Applicant that no equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of the MOHS.
- D. It is mutually agreed and promised that the Applicant shall maintain, or cause to be maintained for its useful life, any equipment purchased under this project.
- E. Each recipient of Section 402 funds has a financial management system that complies with the minimum requirements of 49 CFR Part 18.
- F. Each recipient of Section 402 funds has a procurement system that complies with the minimum requirements of 49 CFR Part 18.
- G. All equipment awarded in this project agreement/contract in connection with this project must be ordered within ninety (90) days after project implementation. If unforeseen circumstances arise which prohibit this being accomplished, please notify the MOHS of the anticipated delay.

IV. STAFFING

Positions covered by this project that are 100% funded are new positions. If staff of the Applicant agency is transferred to work on this project, they must be replaced with prior approval by MOHS. Salaries in this project are for the purpose of remuneration for personal services over and above the present manpower level of the agency. All full time funded positions require time certification and/or detailed activity documentation as directed by MOHS.

V. GENERAL PROJECT REQUIREMENTS

- A. All out-of-state travel must have prior written approval by the MOHS. Requests for approval should be submitted to the MOHS not less than two (2) weeks before the intended date of travel. All federal funded travel requires itemized receipts for expenses incurred as well as an authorized travel voucher and cost must be based on current state and federal policies.
- B. No budget modification requests will be accepted by the MOHS after **June 30th**.
- C. Applicant must submit any proposed agreements for contractual services to the MOHS for final approval prior to acceptance. Contracts may be subject to review and approval by NHTSA.
- D. Any program income earned by projects financed in whole or in part with Federal funds must be documented and accounted for. Program income earned during the project period shall be retained by the Applicant and used for project related expenses or to offset eligible expenses.
- E. Local government Applicant must complete the "Local Governmental Resolution" included within this document, or a similar, equally binding resolution.
- F. Applicant must submit the most current copy of the following policies with the application for funding. If agency does not have a current policy, please inform the MOHS of the un-availability of the policy.
 - Seat belt policy;
 - Warning citation policy(if available);
 - Pursuit policy;
 - Overtime (STEP) policy;
 - Checkpoint policy;
 - Saturation patrol policy;
 - Payroll policy to include: overtime, payroll schedule(payload period begin/end dates & check date), leave policy (vacation, sick leave, holiday, & compensatory time); and
 - Agency seat belt survey procedures must be provided if usage rate is identified as a goal within contract.
- G. Compliance form(s) included in this agreement of understanding, dependent upon funding source and program activities, are required to be completed as defined by the MOHS.
- H. All programs awarded incentive and/or promotional items are required to complete compliance form and have an approved distribution plan on file. All promotional items require prior approval by the State before requesting.

- I. All training received under federal funded programs must be program related and a certificate of completion must be available for inspection.
- J. An Inventory Control form must be completed for all equipment. All equipment cost exceeding \$500.00 will be tagged with a DPS inventory control number. All equipment will be maintained on a MOHS and agency inventory data base.
- K. Applicant must meet all reporting, meeting(s)/scheduled events, along with all other requirements as set forth in the contract by the MOHS.
- L. Termination of Agreement:
 - The MOHS in the event of Applicant noncompliance with any of the provisions of this agreement may terminate this agreement by giving the Applicant a thirty (30) day notice. The MOHS, before issuing notice of termination of this agreement, shall allow the Applicant a reasonable opportunity to correct noncompliance issues. For noncompliance with the nondiscrimination section of this agreement or with any of the said rules, regulations or orders, this agreement may be canceled, terminated, or suspended in whole or in part.
 - The Applicant may terminate its participation in this agreement by notifying and receiving the concurrence of the MOHS thirty (30) days in advance of the termination.
 - Contract Changes: Any proposed major changes in this agreement that would result in changes in the scope, character, or complexity of the agreement, as determined by the MOHS, shall require supplemental agreement. Any proposed minor changes in this agreement may be authorized by the Governors Highway Safety Representative, or their delegate, by notifying the Applicant in writing of the approved changes.
 - Contracts Under This Agreement: Unless otherwise authorized in writing by the MOHS, the Applicant shall not assign any portion of the work to be performed under this agreement, or execute any agreement, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this agreement without the prior written concurrence of the MOHS. Any subcontract under this agreement must include all required and/or applicable clauses and provisions of this agreement.

VI. UNALLOWABLE COST

Limitations and Conditions: The provisions stated in the following section are not intended to deny flexibility in supporting potential accident and injury reduction activities; however, the conditions do serve as a guide in describing costs that are **not allowable** for highway safety funding.

The following are unallowable:

1. Facilities

- a. The cost of land is **not** allowable.
- b. The cost of construction or reconstruction of driving ranges, towers, and skid pads are **not** allowable.
- c. The cost of construction, rehabilitation, remodeling, or office furnishings and fixtures for State, local or private buildings or structures are **not** allowable.
- d. Cell phones, guns and office furniture are **not** allowable for purchase with these funds under any circumstances.

2. Equipment

- A. Costs for equipment purchases exceeding \$5,000.00 must have prior approval from NHTSA. The MOHS will obtain the approval letter and provide a copy to the APPLICANT.
- B. Where major multi-purpose equipment is to be purchased, costs shall be factored, based on utilization for highway safety purposes.
- C. Costs for the following equipment items are allowable only if a part of a comprehensive program effort. All allowable equipment must be included on the Federal Conformation Product List (CPL):
 - (1) Police traffic radar and other speed measuring devices used by the police (devices must meet the recommended federal guidelines);
 - (2) Alcohol testing; and
 - (3) Mobile video systems.

3. Travel

- A. Except as separately approved by NHTSA and the MOHS, the cost of international travel is ***not*** allowable.
- B. All requests for out-of-state travel must be approved in advance in writing by the MS Office of Highway Safety.
- C. Travel in and out of the State must be included in the Highway Safety Grant Application and subsequent project agreement/contract.
- D. Plans for out-of-state travel should be submitted with the grant application.
- E. All travel must be submitted on the MOHS/DPS Travel voucher, Form Number 13.20.10.

4. Training

- A. The cost of training is allowable using DOT/NHTSA developed, equivalent, or endorsed curriculum. Training must be approved in advance.
- B. Development costs of new training curriculum and materials are allowable if they will not duplicate materials already developed for similar purposes by DOT/NHTSA or by other states. This does not preclude modifications of present materials necessary to meet particular state and local instructional needs.
- C. Costs are ***not*** allowable to pay for an employee's salary while pursuing training, nor to pay the salary of the employee's replacement except where the employee's salary is supported 100% with 402 funds under an approved project.
- D. Proposed training must be included with the grant application. Only DUI/alcohol training is allowed under alcohol funding. Occupant protection training is allowed under occupant protection funding.

5. Program Administration

Supplanting, includes: (a) replacing routine and/or existing State or local expenditures with the use of Federal grant funds and/or (b) using Federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of State, local, or Federally-recognized Indian tribal governments.

6. Public Communications

Cost to purchase program advertising space in the mass communication media is ***not*** allowable for sub-grantees.

FEDERAL, STATE AND MOHS CERTIFICATIONS AND ASSURANCES **FEDERAL CERTIFICATIONS AND ASSURANCES**

VII. NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended (42 U.S.C. 12101, *et seq.*), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires Federal-aid recipients and all subrecipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities; (f) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (h) Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, *et seq.*), relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

VIII. THE DRUG-FREE WORKPLACE ACT OF 1988 (41USC 8103)

The State will provide a drug-free workplace by:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - o Establishing a drug-free awareness program to inform employees about:
 - o The dangers of drug abuse in the workplace.
 - o The grantee's policy of maintaining a drug-free workplace.
 - o Any available drug counseling, rehabilitation, and employee assistance programs.
 - o The penalties that may be imposed upon employees for drug violations occurring in the workplace.
 - o Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
 - Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - o Abide by the terms of the statement.
 - o Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
 - Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction.

- Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
 - o Taking appropriate personnel action against such an employee, up to and including termination.
 - o Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

IX. BUY AMERICA ACT
(applies to subrecipients as well as States)

The State will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

X. POLITICAL ACTIVITY (HATCH ACT)
(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XI. CERTIFICATION REGARDING LOBBYING
(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract,

grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XII. RESTRICTION ON STATE LOBBYING **(applies to subrecipients as well as States)**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

XIII. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION **(applies to sub-recipients as well as States)**

Instructions for Primary Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and coverage sections of 49 CFR Part 29. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, that its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

IX. POLICY ON SEATBELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information on how to implement such a program, or statistics on the potential benefits and cost-savings to your company or organization, please visit the Buckle Up America section on NHTSA's Web site at www.nhtsa.dot.gov. Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in the Washington, DC metropolitan area, and dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to provide technical assistance, a simple, user-friendly program kit, and an award for achieving the President's goal of 90 percent seat belt use. NETS can be contacted at 1 (888) 221-0045 or visit its Web site at www.trafficsafety.org.

X. POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or -rented vehicles, Government-owned, leased or rented vehicles, or privately-owned when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

XI. ENVIRONMENTAL IMPACT

The Governor's Representative for Highway Safety has reviewed the State's Fiscal Year highway safety planning document and hereby declares that no significant environmental impact will result from implementing this Highway Safety Plan. If, under a future revision, this Plan is modified in a manner that could result in a significant environmental impact and trigger the need for an environmental review, this office is prepared to take the action necessary to comply with the National Environmental Policy Act of 1969 (42 U.S.C. 4321, *et seq.*) and the implementing regulations of the Council on Environmental Quality (40 CFR Parts 1500-1517).

STATE CERTIFICATION AND ASSURANCE

CERTIFICATION AND STANDARD ASSURANCE REQUIREMENT FOR:

FY15 OP Special Wave Grant Application

APPLICANT GRANTEES AND SUB-GRANTEES

CONCERNING: STATE, COUNTY AND LOCAL EMERGENCY RESPONSE AND VEHICULAR PURSUIT POLICIES

When truly applicable and in full cooperation with the Mississippi Office of Highway Safety, all grant and/or sub-grant recipients (regardless of the type of entity or the amount awarded) must show substantial compliance with the following statutory requirement:

On or after January 1, 2005, each state, county and local law enforcement agency that conducts Emergency response and vehicular pursuits shall adopt written policies and training procedures that set forth the manner in which these operations shall be conducted. Each law enforcement agency may create its own policies or adopt an existing model. All pursuit policies created or adopted by any law enforcement agency must address situations in which police pursuits cross over into other jurisdictions. Law enforcement agencies which do not comply with the requirements of this provision are subject to the withholding of any state funding or state administered federal funding.

MS Code Annotated § 45-1-43, effective from and after July 1, 2004.

The obligation of a recipient is to formulate, implement, and maintain certain written pursuit policies and training procedures which specifically set forth how these operations shall be conducted in accordance with State law. Note that "recipient" means any state, county or local law enforcement agency that conducts emergency response and vehicular pursuits and which may also receive any state funding or state administered federal funding.

A true copy of the law enforcement agency's emergency response and vehicular pursuit policy with pertinent training procedures must be included as an attachment to this Certification and Standard Assurance document. However, when otherwise allowed to submit an alternative for the required documentary confirmation, recipient must specifically identify and acknowledge the use of viable pertinent policies and training procedures, as these factors may be especially expressed through an appropriate letter or timely memorandum of understanding. All relevant information submitted or received shall become an actual documented part of the grant application and thus will be placed within the MOHS master file for grants.

During any occurrence or time period for application, selection, award, implementation or close out of a grant or an award, if the grantee, sub-grantee, or recipient does not show compliance with the statute emphasized above, the grantee, sub-grantee or recipient is subject to the withholding of any state funding or state administered federal funding. Failure of grantee, sub-grantee or recipient to communicate the relevant policy that is required by statute may lead to adverse cost adjustment, disallowance of costs and/or recovery of pertinent project funds. Such recovery may be accomplished on the basis of offset levied against any and all advanced funding, requests for reimbursements, or award of funds.

MOHS CERTIFICATIONS AND ASSURANCES **OCCUPANT PROTECTION HIGH VISIBILITY ENFORCEMENT (HVE)**

All MS Office of Highway Safety Subgrantees must participate in each the following:

Each agency funded under a 402 Occupant Protection Federal grant must participate in the National Click It or Ticket Campaign Mobilization and Child Passenger Safety week. Forms containing the number of child restraint/safety belt citations, etc. must be submitted by the reporting deadline set forth by the MS Office of Highway Safety for the National Click It or Ticket Campaign.

Each agency must generate earned media (example: press conference, TV ads, radio ads or print news articles) either before, during, or after HVE (High Visibility Enforcement) national campaign events and must submit documentation with each quarterly report.

SUBGRANTEE PROMOTIONAL/INCENTIVE COMPLIANCE

All Current MS Office of Highway Safety subgrantee must adhere to the following compliance when ordering, receiving and distributing promotional items for the project:

All Subgrantees must have *prior*** approval ***in writing*** by MOHS before making any request related to promotional/incentive items. A distribution plan must be submitted for approval by the program manager as well.

Promotional items: must be used to promote the programs in which are funded. Items purchased to be given away should further enhance the public's knowledge and awareness of the program the agency is implementing with federal funding. Items can be distributed during educational presentations and seminars for area schools, colleges, civic clubs, participating agencies and the general public to make them aware of the current data and dangers attributed to your program.

EQUIPMENT CERTIFICATION:

Equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the sub-grantee; or the State, through formal agreement with appropriate officials of a political subdivision or State agency, shall cause such equipment to be used and kept in operation for highway safety purposes. (23 CFR 1200.21)

Costs for equipment items are allowable only as part of a comprehensive program effort. All allowable equipment must be included on the Federal Conformation Product List (CPL), where applicable.

All Subgrantees must have *prior*** approval ***in writing*** by MOHS before making any purchase related to equipment.

DEBARMENT CERTIFICATION:

I, _____ (Signatory Official) do hereby certify that _____ (sub-grantee/agency) is not or has not been barred from contracting or entering into contracting with the MOHS for a project/ projects utilizing federal funds.

Signatory Official

CERTIFICATION AND STANDARD ASSURANCE

As the Authorized Official, I certify by my signature below, that I have fully read and am cognizant of our duties and responsibilities under the emergency response and vehicular pursuit policies statute. Therefore, I hereby comply with this Certification and Standard Assurance requirement by submitting a true copy of the applicable state, county or local emergency response and vehicular pursuit policies with training procedures which are pertinent to this organization.

* * * * *

[ATTACH TO THIS DOCUMENT: ALL APPLICABLE STATE, COUNTY OR LOCAL EMERGENCY RESPONSE AND VEHICULAR PURSUIT POLICIES WITH TRAINING PROCEDURES]

This original signed form, together with the pertinent state, county or local policies to include but not limited to the emergency response and vehicular pursuit policies with training procedures must be returned to the Mississippi Office of Highway Safety, Division of Public Safety Planning, Department of Public Safety, upon approval of the contract and prior to the beginning date.

Assurance Requirement of Subgrant Recipients:

In cooperation with the Mississippi Office of Highway Safety, all grant and/or subgrant recipients (regardless of the type of entity or the amount awarded) must comply with the following notice requirement:

During any occurrence or time period for application, selection, award, implementation or close out of a grant or an award, if the grantee, sub-grantee, or recipient: plans, organizes, sponsors or holds any seminar, conference, convention, symposium, training, event or any other meeting which encumbers, utilizes, expends or will encumber, utilize or expend grant funds, including all reimbursements derived from, generated in whole or in part, or determined to be proceeds of the grant or award; the grantee, sub-grantee or recipient must appropriately notify in writing, the MOHS program manager, the MOHS Director and/or the DPSP Executive Director of the planning for such an occurrence and afford opportunity for DPSP-MOHS personnel to attend and to participate, if they so desire.

Failure of grantee, sub-grantee or recipient to communicate relevant advance notice may lead to cost adjustment, disallowance of costs and/or recovery of pertinent project funds on the basis of offset levied against any and all advanced funding, requests for reimbursements, or award of funds.

As the Authorized Official for, _____ (grantee, sub-grantee, or recipient), I certify by my signature below, that I have fully read and am cognizant of our duties and responsibilities under this requirement. Therefore, I promise and will comply with this State Certification and Assurance condition.

Authorized Official's Signature
(Grantee, Sub-grantee or Recipient)

Date

[Typed or Printed Name]

[Person's Organizational Title]

* * * * *

This original signed form (blue ink only) must be returned to the Mississippi Office of Highway Safety, Division of Public Safety Planning, Department of Public Safety, within 10 days of the grant award beginning date.

LOCAL GOVERNMENTAL RESOLUTION AGREEMENT AND AUTHORIZATION TO PROCEED

WHEREAS, the _____
(Governing Body of Unit of Government)

herein called the **“SUBGRANTEE”** has thoroughly considered the problem addressed in the application (entitled) _____ and has reviewed the project described in the application; and

WHEREAS, under the terms of Public Law 89-564 as amended, the United States of America has authorized the Department of Transportation, through the Mississippi Office of Highway Safety to make federal contracts to assist local governments in the improvement of highway safety,

NOW THEREFORE BE IT RESOLVED BY THE _____
(Governing Body of Unit of Government)

IN OPEN MEETING ASSEMBLED IN THE CITY _____ **MISSISSIPPI,**
THIS _____ **Day of** _____, **20** _____ **AS FOLLOWS:**

1. That the project above is in the best interest of the Applicant and the general public.
2. That the _____ be authorized to accept, on behalf of the
(Name and Title of Representative)

Subgrantee an award in the form prescribed by the MS Office of Highway Safety for federal funding in the amount of \$ _____ to be made to the Subgrantee defraying the cost of the
(Federal Dollar Requested)
project described in the award.

3. That the Subgrantee has formally agreed to provide a cash and/or in-kind contribution of \$ _____ as required by the project. (If Applicable)
(Local Match Amount)
4. That certified copies of this resolution be included as part of the award referenced above.
5. That this resolution shall take effect immediately upon its adoption.

DONE AND ORDERED IN OPEN MEETING BY: _____
(Chairman/Mayor – Blue Ink)

Commissioner/Councilman _____ offered the foregoing resolution and moved its adoption, which was seconded by Commissioner/Councilman _____ and, was duly adopted.

Date: _____

Attest: _____

Seal

By: _____
(Blue Ink)

**BEFORE THE HONORABLE MAYOR AND BOARD OF ALDERMEN
CITY OF SOUTHAVEN, MISSISSIPPI**

**IN THE MATTER OF THE ESTABLISHMENT
OF THE OUTLET SHOPS OF THE MID-SOUTH PUBLIC IMPROVEMENT
DISTRICT**

**MID-SOUTH OUTLET SHOPS, LLC, A DELAWARE LIMITED LIABILITY
COMPANY, PETITIONER**

PETITION TO ESTABLISH PUBLIC IMPROVEMENT DISTRICT

COMES NOW Mid-South Outlet Shops, LLC, a Delaware limited liability company, and petitions the Mayor and Board of Aldermen for the City of Southaven, Mississippi to establish the Outlet Shops of the Mid-South Public Improvement District ("District") pursuant to applicable law. Petitioner would show the following in support of this Petition:

1. The District will consist of approximately 37.832 acres located at the Northeast Corner of Church Road and Interstate Number 55 (Plum Point PUD, Area H) having an address of 5195 Airways Boulevard, all in the City of Southaven, DeSoto County, Mississippi. The District is more particularly described on Exhibit "A" attached hereto.

2. There is one (1) land owner parcel within the proposed District. The landowner is as follows:

DeSoto Point Development, LLC

The landowner consents to the formation of the District and has signed a counterpart of this Petition evidencing its consent.

3. The following shall be the initial Board of Directors of the District until replaced by elected members as provided by law:

A. Taylor D. Buntin, III

- B. Tina Roberts
- C. Jacqueline Enfield
- D. Oscar T. Hoyle
- E. Richard B. Hull

Richard B. Hull has been designated a “Qualified Voter” by the landowner within the District.

4. The proposed name of the public improvement district is "Outlet Shops of the Mid-South Public Improvement District."

5. Attached as Exhibit "B" is a map of the proposed District showing the present infrastructure.

6. The District will acquire or construct: public portions of the District, roads, sewers, waste water collection and disposal systems, storm water drainage, gutters, parking facilities, sidewalks, street lighting, landscaping, pedestrian crossings, signage, underground utilities, water retention facilities, observation decks, mail kiosks and other infrastructure within the District as defined in or permitted by the Mississippi Public Improvement District Act. It is expected that the cost of such acquisition and construction will not exceed twenty million dollars (\$20,000,000.00) and will take approximately twelve (12) months to complete once construction begins.

7. Petitioner requests that the Mayor and Board of Alderman set a public hearing within 60 days of the filing date of this Petition and publish notice of such hearing in a paper of general circulation within the City of Southaven and DeSoto County, and upon completion of such hearing adopt an ordinance establishing the Outlet Shops of the Mid-South Public Improvement District.

Witness the signature of the Petitioner and all land owners within the District this the
____ day of _____ 2014.

Mid-South Outlet Shops, LLC, Petitioner

By: _____
Robert L. Rogers, Jr.
Chief Operating Officer and General Counsel

The undersigned land owner(s) consent to the formation of the Mid-South Outlet Shops Public Improvement District:

DESOTO POINT DEVELOPMENT, LLC,
a Mississippi limited liability company

By: William Adair, Jr. Trust, its Manager

By: _____
Lacey Adair Bishop, Trustee

Exhibit A

DESCRIPTION — Mid-South Outlet Shops Public Improvement District

DESCRIPTION (PARCEL I):

Description of part of Tract 1 and Tract 4 of the DeSoto Pointe Development, LLC property recorded in Book 623, Page 360 in the southeast quarter of Section 1, Township 2 South, Range 8 West and in the southwest quarter of Section 6, Township 2 South, Range 7 West, DeSoto County, Mississippi:

Commencing at the southwest corner of Section 6, Township 2 South, Range 7 West; thence south 90 degrees 00 minutes 00 seconds east, 95.86 feet to a point; thence north 00 degrees 00 minutes 00 seconds east, 103.71 feet to a found iron pipe in the north line of Church Road (R.O.W. varies) and being the southwest corner of Lot 4, Plum Pointe P.U.D. recorded in Plat Book 61, Page 4; thence in a northwesterly direction with the north line of said Church Road the following calls: north 77 degrees 48 minutes 04 seconds west, 109.52 feet to a found rebar; north 28 degrees 53 minutes 04 seconds west, 276.08 feet to a found rebar and the Point of Beginning; thence continuing with the north line of said Church Road the following calls: south 88 degrees 58 minutes 16 seconds west, 588.71 feet to a found rebar; along a curve to the right having a radius of 1312.40 feet, delta angle of 20 degrees 32 minutes 32 seconds, chord = north 44 degrees 53 minutes 11 seconds west - 468.02 feet, an arc length of 470.53 feet to a found rebar in the east line of Interstate 55 (R.O.W. varies); thence in a northerly direction with the east line of said Interstate 55 the following calls: north 25 degrees 10 minutes 29 seconds west, 539.28 feet to a found concrete monument; north 11 degrees 18 minutes 57 seconds west, 59.31 feet to a set 1/2" rebar with plastic cap; thence in an easterly direction across Tract 1 of the DeSoto Pointe Development, LLC property recorded in Book 623, Page 360 the following calls: north 65 degrees 02 minutes 36 seconds east, 911.74 feet to a set 1/2" rebar with plastic cap; north 24 degrees 23 minutes 11 seconds west, 140.01 feet to a set 1/2" rebar with plastic cap; north 66 degrees 26 minutes 35 seconds east, 395.33 feet to a set 1/2" rebar with plastic cap in the west line of Airways Boulevard (106' R.O.W.); thence south 16 degrees 09 minutes 15 seconds east with the west line of said Airways Boulevard, 80.27 feet to a point; thence across Tract 1 of said property recorded in Book 623, Page 360 the following calls: south 74 degrees 07 minutes 45 seconds west, 81.99 feet; south 66 degrees 26 minutes 35 seconds west, 115.15 feet; south 25 degrees 10 minutes 29 seconds east, 136.66 feet; north 64 degrees 49 minutes 31 seconds east, 176.94 feet to a point in the west line of said Airways Boulevard; thence in a southerly direction with the west line of said Airways Boulevard the following calls: south 16 degrees 09 minutes 15 seconds east, 86.30 feet to a found iron pipe and a point of curvature; along a curve to the left having a radius of 1353.00 feet, delta angle of 09 degrees 21 minutes 37 seconds, chord = south 20 degrees 50 minutes 04 seconds east - 220.79 feet, an arc length of 221.04 feet to a point of tangency; south 25 degrees 30 minutes 53 seconds east, 448.90 feet to a found iron pipe and a point of curvature; along a curve to the right having a radius of 1277.47 feet, delta angle of 06 degrees 11 minutes 51 seconds, chord = south 22 degrees 24 minutes 57 seconds east - 138.12 feet, an arc length of 138.18 feet to a point; thence across Tract 1 of said property recorded in Book 623, Page 360 the following calls: south 64 degrees 58 minutes 06 seconds west, 292.40 feet; south 25 degrees 02 minutes 40 seconds east, 100.87 feet; north 64 degrees 49 minutes 31 seconds east, 278.33 feet to a point in the west line of said Airways Boulevard; thence in a southerly direction with the west line of said Airways Boulevard the following calls: along a curve to the right having a radius of 1277.47 feet, delta angle of 02 degrees 33 minutes 59 seconds, chord = south 13 degrees 29 minutes 44 seconds east - 57.22 feet, an arc length of 57.22 feet to a found iron pipe and a point of tangency; south 12 degrees 12 minutes 44 seconds east, 42.48 feet to a point; thence across Tract 1 of said property recorded in Book 623, Page 360 the following calls: south 64 degrees 59 minutes 07 seconds west, 257.02 feet; south 25 degrees 02 minutes 40 seconds east, 138.06 feet; south 07 degrees 48 minutes 37 seconds west, 97.16 feet; north 25 degrees 10 minutes 29 seconds west, 103.91 feet; south 64 degrees 58 minutes 02 seconds west, 216.45 feet to the point of beginning and containing 33.254 acres of land

Exhibit B

NOTICE OF SOUTHAVEN BOARD OF ALDERMEN HEARING
DESOTO COUNTY, MISSISSIPPI

Notice is hereby given that the Southaven Board of Aldermen will hold a public hearing on May 20, 2014, at 9:00 am. in the 3rd Floor Board Room of the DeSoto County Administrative Building, 365 Loshier St., Hernando, DeSoto County, Mississippi, concerning the proposed Outlet Shops of the Mid-South Public Improvement District. The proposed District would consist of approximately 37.832 acres located at the Northeast Corner of Church Road and Interstate Number 55 (Plum Point PUD, Area H) having an address of 5195 Airways Boulevard, all in the City of Southaven, DeSoto County, Mississippi and more particularly described as follows:

Description of part of Tract 1 and Tract 4 of the DeSoto Pointe Development, LLC property recorded in Book 623, Page 360 in the southeast quarter of Section 1, Township 2 South, Range 8 West and in the southwest quarter of Section 6, Township 2 South, Range 7 West, DeSoto County, Mississippi:

Commencing at the southwest corner of Section 6, Township 2 South, Range 7 West; thence south 90 degrees 00 minutes 00 seconds east, 95.86 feet to a point; thence north 00 degrees 00 minutes 00 seconds east, 103.71 feet to a found iron pipe in the north line of Church Road (R.O.W. varies) and being the southwest corner of Lot 4, Plum Pointe P.U.D. recorded in Plat Book 61, Page 4; thence in a northwesterly direction with the north line of said Church Road the following calls: north 77 degrees 48 minutes 04 seconds west, 109.52 feet to a found rebar; north 28 degrees 53 minutes 04 seconds west, 276.08 feet to a found rebar and the Point of Beginning; thence continuing with the north line of said Church Road the following calls: south 88 degrees 58 minutes 16 seconds west, 588.71 feet to a found rebar; along a curve to the right having a radius of 1312.40 feet, delta angle of 20 degrees 32 minutes 32 seconds, chord = north 44 degrees 53 minutes 11 seconds west - 468.02 feet, an arc length of 470.53 feet to a found rebar in the east line of Interstate 55 (R.O.W. varies); thence in a northerly direction with the east line of said Interstate 55 the following calls: north 25 degrees 10 minutes 29 seconds west, 539.28 feet to a found concrete monument; north 11 degrees 18 minutes 57 seconds west, 59.31 feet to a set 1/2" rebar with plastic cap; thence in an easterly direction across Tract 1 of the DeSoto Pointe Development, LLC property recorded in Book 623, Page 360 the following calls: north 65 degrees 02 minutes 36 seconds east, 911.74 feet to a set 1/2" rebar with plastic cap; north 24 degrees 23 minutes 11 seconds west, 140.01 feet to a set 1/2" rebar with plastic cap; north 66 degrees 26 minutes 35 seconds east, 395.33 feet to a set 1/2" rebar with plastic cap in the west line of Airways Boulevard (106' R.O.W.); thence south 16 degrees 09 minutes 15 seconds east with the west line of said Airways Boulevard, 80.27 feet to a point; thence across Tract 1 of said property recorded in Book 623, Page 360 the following calls: south 74 degrees 07 minutes 45 seconds west, 81.99 feet; south 66 degrees 26 minutes 35 seconds west, 115.15 feet; south 25 degrees 10 minutes 29 seconds east, 136.66 feet; north 64 degrees 49 minutes 31 seconds east, 176.94 feet to a point in the west line of said Airways Boulevard; thence in a southerly direction with the west line of said Airways Boulevard the following calls: south 16 degrees 09 minutes 15 seconds east, 86.30 feet to a found iron pipe and a point of curvature; along a curve to the left having a radius of 1353.00 feet, delta angle of 09 degrees 21 minutes 37 seconds, chord = south 20 degrees 50 minutes 04 seconds east - 220.79 feet, an arc length of 221.04 feet to a point of tangency; south 25 degrees 30 minutes 53 seconds east, 448.90 feet to a found iron pipe and a point of curvature; along a curve to the right having a radius of 1277.47 feet, delta angle of 06 degrees 11 minutes 51 seconds, chord = south 22 degrees 24 minutes 57 seconds east - 138.12 feet, an arc length of 138.18 feet to a point; thence across Tract 1 of said property recorded in Book 623, Page 360 the following calls: south 64 degrees 58 minutes 06 seconds west, 292.40 feet; south 25 degrees 02 minutes 40 seconds east, 100.87 feet; north 64 degrees 49 minutes 31 seconds east, 278.33 feet to a point in the west line of said Airways Boulevard; thence in a southerly direction with the west line of said Airways Boulevard the following calls: along a curve to the

right having a radius of 1277.47 feet, delta angle of 02 degrees 33 minutes 59 seconds, chord = south 13 degrees 29 minutes 44 seconds east - 57.22 feet, an arc length of 57.22 feet to a found iron pipe and a point of tangency; south 12 degrees 12 minutes 44 seconds east, 42.48 feet to a point; thence across Tract 1 of said property recorded in Book 623, Page 360 the following calls: south 64 degrees 59 minutes 07 seconds west, 257.02 feet; south 25 degrees 02 minutes 40 seconds east, 138.06 feet; south 07 degrees 48 minutes 37 seconds west, 97.16 feet; north 25 degrees 10 minutes 29 seconds west, 103.91 feet; south 64 degrees 58 minutes 02 seconds west, 216.45 feet to the point of beginning and containing 33.254 acres of land.

Published by order of the Southaven Board of Aldermen, Southaven, Mississippi, dated this the _____ day of _____, 2014.

/s/ Lee Caldwell

President, Southaven Board of Aldermen

Publish: April 17th, 22nd and 29th and May 6th, 2014.



April 11, 2014

Mr. Brian Copeland, PE
MDOT District 2 LPA Engineer
P.O. Box 660
Batesville, MS 38606

RE: LPA PROJECT ACTIVATION REQUEST
CITY OF SOUTHAVEN CARRIAGE HILLS BIKE-PED IMPROVEMENT
TRANSPORTATION ENHANCEMENT PROGRAM
CITY OF SOUTHAVEN, DESOTO COUNTY, MISSISSIPPI

Dear Mr. Copeland:

In accordance with the LPA Project Development Manual (PDM), the City of Southaven would like to request project activation for the referenced project, which is part of a 80% Federal – 20% local match program funded by MDOT under the Transportation Enhancement Program. The proposed project will include the design and construction of a five foot wide sidewalk and a five foot on street bike path on Chesterfield Drive, Canterbury Drive, Farmington Road, Boulder Drive and Claiborne Drive

Attached you will find (1) a vicinity map that represents the proposed project corridor, (2) meeting minutes from the Board of Aldermen meeting authorizing the project activation request and (3) the LPA Training Certificate for the LPA Project Director, Mr. Ron Smith, PE. Upon activation of the project by MDOT and receipt of the assigned Project Number, the City of Southaven will facilitate the next steps to move the project forward as detailed in the PDM, including the execution of the Memorandum of Understanding (MOU) and submittal of the LPA-100 and LPA-800 forms, etc.

The City of Southaven is excited that this project was selected under the Transportation Enhancement Program and our staff looks forward to initiating this process and working with the LPA Division to facilitate the project. Should you have any questions or require additional information, please feel free to contact myself or our Project Manager, Ms. Whitney Choat-Cook (wchoat@southaven.org), regarding this project.

Sincerely,
CITY OF SOUTHAVEN

Darren Musselwhite-Mayor

C: Ms. Whitney Choat-Cook, AICP, City Planner / LPA Project Manager
Mr. Ron Smith, PE, City Engineer / LPA Project Director

**A RESOLUTION
BY THE TRANSPORTATION POLICY BOARD
OF THE MEMPHIS URBAN AREA METROPOLITAN PLANNING ORGANIZATION
ADOPTING THE FY 2013-2014 TRANSPORTATION ALTERNATIVES PROGRAM (TAP) PROJECT LIST
RESOLUTION # 2013-12**

WHEREAS, the Memphis Urban Area Metropolitan Planning Organization (MPO) is the organization responsible for carrying out a continuing, cooperative, and comprehensive transportation planning process in the Memphis urban area and for the appropriate use of federal transportation funds in that area under the provisions of the Moving Ahead for Progress in the 21st Century (MAP-21); and

WHEREAS, under MAP-21's Transportation Alternatives Program (TAP) (Title 23 U.S.C. sections 213(b) and 101(a)(29)), a portion of funding based on the relative share of the total state population is sub-allocated to large urbanized areas and "the MPO, through a competitive process, selects the TAP projects in consultation with the State"; and

WHEREAS, the TA Program provides funding for programs and projects defined as transportation alternatives, including on- and off-road pedestrian and bicycle facilities, infrastructure projects for improving non-driver access to public transportation and enhanced mobility, community improvement activities, and environmental mitigation; recreational trail program projects; safe routes to school projects; and projects for planning, designing, or constructing boulevards and other roadways largely in the right-of-way of former Interstate System routes or other divided highways; and

WHEREAS, the staff of the Memphis MPO administered a competitive call for projects under the guidance of the Engineering and Technical Committee (ETC) and the Active Transportation Advisory Committee (ATAC); and

WHEREAS, the selection criteria for the TAP project applications reflected the Memphis MPO's adopted priorities of improving safety, security, mobility, and access for all users of the region's transportation network; and

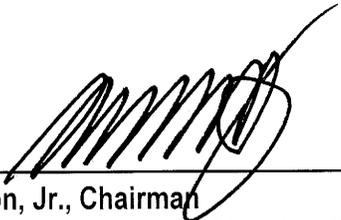
WHEREAS, the attached list of projects recommended for full or partial funding under the FY 2013-2014 TAP, based on project eligibility and each project's ability to meet the adopted selection criteria, has been recommended for the Transportation Policy Board's approval by the ETC and the ATAC; and

WHEREAS, the Transportation Policy Board has reviewed the attached recommended project list, has considered the public comments received (if any), and concurs with the recommendations of the ETC and the ATAC; and

WHEREAS, the projects recommended for funding are described in the document attached hereto as Exhibit I;

NOW, THEREFORE, BE IT RESOLVED, that the Transportation Policy Board of the Memphis Urban Area Metropolitan Planning Organization does hereby approve and adopt the attached List of Projects recommended for funding under the FY 2013-2014 Transportation Alternatives Program (TAP).

Resolution duly passed on November 21, 2013



**Mayor A C Wharton, Jr., Chairman
Memphis Urban Area Metropolitan Planning Organization**

FY 2013 – 2014 Transportation Alternatives Program – Recommended Project Funding List

The Memphis MPO is administering the direct allocation of federal funding through the state DOTs to the region for the Transportation Alternatives Program (TAP). Through a competitive process assisted by the MPO's Active Transportation Advisory Committee (ATAC), federal funds totaling \$346,668 for projects in Mississippi and \$2,312,609 for Tennessee will be awarded to eligible applicants.

The MPO received a total of five applications for Mississippi projects and 10 applications for Tennessee projects under an open call for projects held from July 26 to August 20, 2013. The ATAC's preferred funding scenario, based on project scores, phasing, and available funding, is presented below for approval at the November meetings of the MPO's Engineering & Technical Committee and Transportation Policy Board.

Figure 1: FY 13-14 Mississippi TAP Recommended Projects

Sponsoring Agency	Project Name	Total Score	Recommended Funding
Southaven	Carriage Hills Bike/Ped Improvements	62.85	\$150,000
DeSoto	Nesbit Fire Station Trail and Connector	55.63	\$24,000
DeSoto	Delta View Bike Trail and Park Overlook	53.84	\$40,000
DeSoto	Hernando DeSoto River Park Overlook	39	\$36,000
DeSoto	Community Intersection Improvements	14.05	\$96,668
<i>Total Federal Funds Recommended</i>			\$346,668
<i>Combined FY 13 & FY 14 TAP Federal Funding Allocation</i>			\$346,668

Figure 2: FY 13-14 Tennessee TAP Recommended Projects

Sponsoring Agency	Project Name	Total Score	Recommended Funding
Collierville	Collierville Center Connect, Phase 2	84.52	\$880,000
Memphis	MS Blvd Signalized Pedestrian Crossing	77.55	\$130,000
Memphis	Wolf River Greenway Phase 5	75.25	\$271,305
Memphis	Ball Road Sidewalks	72.25	\$250,000
Germantown	Germantown Greenway Trail	69.57	\$271,304
Memphis	Hanley ES School Safety	68.6	\$120,000
MATA	Bus Bike Rack Replacement	65.89	\$36,000
Memphis	Dunbar ES School Safety	65.25	\$100,000
Memphis	Central Library Pedestrian Access	62.8	\$75,000
Memphis	Range Line Road Sidewalks	61	\$179,000
<i>Total Federal Funds Recommended</i>			\$2,312,609
<i>Combined FY 13 & FY 14 TAP Federal Funding Allocation</i>			\$2,312,609



**City Of Southaven
Office of Planning and Development
Subdivision Staff Report**

City of Southaven City Hall
Executive Board Room
8710 Northwest Drive

Date of Hearing:	March 31, 2014
Public Hearing Body:	Planning Commission
Applicant:	Jones Davis Engineering 8849 Hamilton Road 662-342-7273
Total Acreage:	11.86 acres
Existing Zone:	General Commercial (C-3)/Planned Business Park (PBP)
Location of Subdivision application:	Southwest corner of Airways and Stateline Road
Comprehensive Plan Designation:	Commercial/Planned Business Park

Staff Comments:

The applicant is requesting subdivision approval for a two lot subdivision on the southwest corner of Airways and Stateline Road. The parcel consists of 11.86 acres; the applicant is requesting to subdivide it into two lots. Lot 1 incorporates 3.19 acres and is situated along the Stateline Road frontage of the parcel. Lot 2 incorporates the remaining 8.67 acres behind lot 1 and has the entire Airways Road frontage of the parcel. There are no out of the ordinary easements for the site and the applicant has provided the standard utility easement on all sides of the lot. There is no proposed cross access to the lots. All right of way dedication for Stateline Road and for Airways Blvd have been in place prior

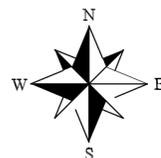
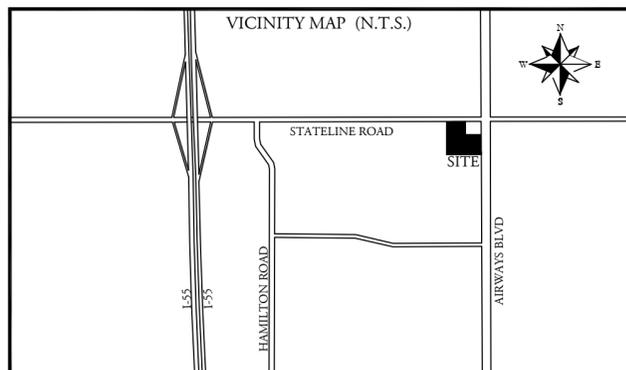
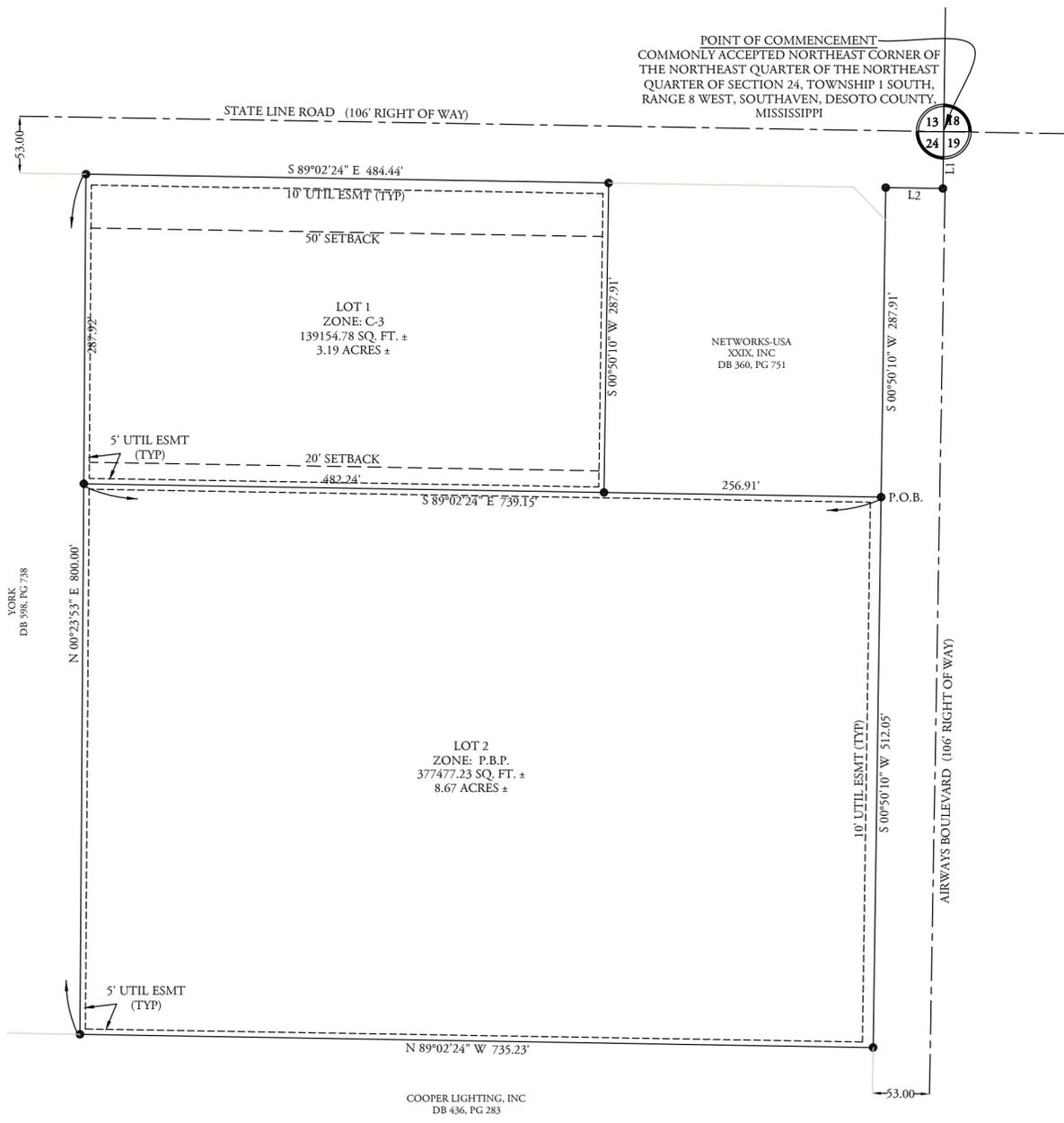
to this application.

Staff Recommendations:

Although it is not required for the approval of this application, it may be beneficial to both lot owners to provide an ingress/egress between the lots to allow access to both roads for both lots. Staff has no comments and recommends approval.

**Planning Commission
Recommendation:**

**Motion made by:
Seconded by:**



GRAPHIC SCALE IN FEET

OWNER'S CERTIFICATE - LOTS 1 & 2

I/WE, _____, OWNER(S) OF THE PROPERTY, HEREBY ADOPT THIS AS MY/OUR PLAN OF SUBDIVISION AND RESERVE FOR THE PUBLIC UTILITIES THE UTILITY EASEMENTS AS SHOWN ON THE PLAT. I/WE CERTIFY THAT I/WE AM/ARE THE OWNER(S) IN FEE SIMPLE OF THE PROPERTY AND THAT NO TAXES HAVE BECOME DUE AND PAYABLE. THIS THE _____ DAY OF _____, 20____.

(NAME OF OWNER OR AUTHORIZED REPRESENTATIVE)

(NAME OF OWNER OR AUTHORIZED REPRESENTATIVE)

NOTARY'S CERTIFICATE

STATE OF MISSISSIPPI; COUNTY OF DESOTO

PERSONAL APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR SAID COUNTY AND STATE, THE WITHIN NAMED _____, WHO ACKNOWLEDGED THAT HE/SHE/THEY SIGNED AND DELIVERED THE FOREGOING PLAT FOR THE PURPOSE THEREIN MENTIONED. GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE THIS DAY OF _____, 20____.

NOTARY PUBLIC _____
MY COMMISSION EXPIRES _____

SOUTHAVEN CITY'S CERTIFICATE
SOUTHAVEN PLANNING COMMISSION

APPROVED BY THE SOUTHAVEN PLANNING COMMISSION ON THIS THE _____ DAY OF _____, 2014.

CHAIRMAN _____ ATTEST: SECRETARY _____

APPROVED BY THE MAYOR AND BOARD OF ALDERMEN OF THIS CITY OF SOUTHAVEN ON THIS THE _____ DAY OF _____, 2014.

MAYOR _____ ATTEST: CITY CLERK _____

STATE OF MISSISSIPPI
COUNTY OF DESOTO

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON WAS FILED FOR RECORD IN MY OFFICE AT _____ O'CLOCK AM/PM ON THE _____ DAY OF _____, 2014 AND WAS IMMEDIATELY ENTERED UPON THE PROPER INDEXES AND DULY RECORDED IN PLAT BOOK _____ PAGES _____.

CHANCERY COURT CLERK _____

NOTES:

1. BEARINGS REFERENCED TO DEED OF RECORD AS RECORDED IN DEED BOOK 332, PAGE 722 IN THE CHANCERY CLERK'S OFFICE OF DESOTO COUNTY, MISSISSIPPI.
2. FIELD SURVEY DATE: 19 MAR 2014
3. THIS IS A CLASS "B" SURVEY.
4. MONUMENTATION SET AT ALL CORNERS AS SHOWN; UNLESS OTHERWISE NOTED.
5. ACCORDING TO FEMA MAP NO. 28033C 0076G DATED 04 JUNE 2007, THIS PROPERTY IS NOT LOCATED IN AN IDENTIFIED FLOOD HAZARD AREA.
6. C-3 BUILDING SETBACKS ARE AS SHOWN.
P.B.P. BUILDING SETBACKS AS PER CITY OF SOUTHAVEN PLANNING DEPARTMENT REQUIREMENT
7. UTILITY EASEMENTS:
FRONT: 10'
SIDE/REAR: 5'

THIS IS TO CERTIFY THAT THIS PLAT WAS DRAWN FROM A GROUND SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION OF THE PHYSICAL FEATURES FOUND AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

BY: _____
ROBERT G. JONES MS PLS 2614

**FINAL PLAT
HAYWOOD DAVIS 2 LOT SUBDIVISION
2 LOTS / 11.86± ACRES
ZONED: C-3 & PLANNED BUSINESS PARK**

LOCATED IN: THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 1 SOUTH, RANGE 8 WEST, CITY OF SOUTHAVEN, COUNTY OF DESOTO, STATE OF MISSISSIPPI



8849 HAMILTON ROAD SOUTHAVEN, MS 38671
PHONE: (662) 342-7273
FAX: (662) 342-5356



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

City of Southaven City Hall
 Executive Board Room
 8710 Northwest Drive

Date of Hearing:	March 31, 2014
Public Hearing Body:	Planning Commission
Applicant	Ronnie Rowland 2446 Swinnea Road 901-335-9909
Location	Lot 1 Haywood Davis Subdivision
Total Acreage	3.19 acres
Existing Zoning:	General Commercial (C-3)
Location of Conditional Use application:	Southwest corner of Stateline Road and Airways Blvd.
Requirements for CUP:	
<p><i>Motor vehicle repair in commercial areas has the following stipulations. Per section 13-12(m) Footnote #16 Motor vehicle services and repair shall be completely concealed from surrounding properties and store no more than five (5) non-compliant vehicles on the property at any one time. Fences utilized for this purpose shall be solid and of uniform construction and color and off sufficient height to completely conceal the vehicles. Three (3) non-compliant vehicles may be stored on the property without being concealed for a period not to exceed one hundred twenty days (120). All disposals of liquids shall be in approved DEQ containers and removed from the site frequently, other requirements may be set forth by the Fire Marshal.</i></p>	
Comprehensive Plan Designation:	Commercial
Staff Comments:	The applicant is requesting a conditional use permit to allow an auto body repair shop to be located on lot 1 of the Haywood Davis Subdivision on the southwest corner of

Stateline Road and Airways Blvd. The applicant operates an automotive body repair shop. They repair and/or replace auto body parts from front end to rear end. They also paint the repaired autos in their shop. Their customers are primarily the insurance companies that represent the car owners although they do have some walk in traffic. On occasion they will do body work on large trucks but that is a small part of their overall business. At this point, the applicant is only asking for auto body repair as opposed to motor vehicle repair which would include transmission and motor work, and other repairs that involve the interior works of a vehicle.

Staff Recommendation:

Staff has spoken at length with the applicant about the establishment. This is a family owned and operated company that is moving from the Memphis area to this location. Staff has informed the applicant about discussing the paint booth with the fire marshal to ensure that all necessary ventilation and safety precautions have been addressed. Per the owner, there may be a few times where a large truck will need repair and will be stored on site; staff has informed the applicant that this shop needs to be primarily for standard automobiles. There will be minimal disposal of liquids on site so the applicant should be able to utilize storage drums or something else smaller that is allowable by EPA standards. Staff should inform the commission that this site is a greenfield site so the applicant will be required to submit site plan and design review applications for future planning commission approval. Pending the applicant can abide by the staff comments, staff recommends approval of a one (1) year conditional use permit with a four (4) year extension to be renewed annually.

**Planning Commission
Recommendation:**

**Motion made by:
Seconded by:**



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

City of Southaven City Hall
 Executive Board Room
 8710 Northwest Drive

Date of Hearing:	March 31, 2014
Public Hearing Body:	Planning Commission
Applicant	Prime Urgent Medical c/o Yogesh Purohit 176 Goodman Road 662-536-1020
Total Acreage	NA
Existing Zoning:	Planned Commercial (C-4)
Location of Conditional Use application:	Same as applicant address
Requirements for CUP:	
Per section Chapter 6, Sec. 13-6(k), 4(c) <i>“Message/reader board signs must be located below the actual business signage and utilized as secondary signage. Lettering in this district shall not exceed eight (8) inches in height and be designated as an amber, yellow, gold or white coloring”. Tenant signs shall be allowed a maximum of fifteen (15) feet in height and a total square footage for the signage of one hundred (100) square feet.</i>	
Comprehensive Plan Designation:	NA
Staff Comments: The applicant is proposing twelve plus foot (12+’) monument tenant sign at 176 Goodman Road on the north side of Goodman Road, just east of Southcrest Boulevard. The proposed sign allows for two tenant spaces above a LED reader board. The overall primary signage calculates approximately 38 sq. ft. with the proposed reader board sign showing 13.75 sq. ft. The reader board shows a two line advertisement area in red.	
Staff Recommendation:	

The applicant is in compliance with the requirements set forth in the ordinance regarding the reader board location and the overall square footage allowed; however, as shown in the renderings, the applicant is proposing red lettering. Per the ordinance, all lettering must be amber, white, yellow or gold to comply. The applicant will need to address this change before submittal of the administrative design. Staff would also like to see improvements to the base materials of the signage. The applicant is using an existing monument sign, which shows an old white wash brick for the three bottom feet. There have been many improvements done to the overall site and the applicant has improved the curb appeal greatly. With the construction of a new sign, staff would like to see the base material match the color and the newness of the building. Pending the applicant can meet the above stated requirements, staff recommends approval.

**Planning Commission
Recommendation:**

**Motion made by:
Seconded by:**



Electric Signs

6th GENERATION OF SIGN CRAFTSMEN

FRANK BALTON & CO. INC. 5385 PLEASANT VIEW RD. MEMPHIS, TN 38134 (901) 388-1212 FAX (901) 388-9485 Email: signs@fbalton.com

February 27, 2014

To: City of Southaven – Planning Department
Fr: Frank Balton & Company – Chris Haskins
Re: Prime Urgent Medical Care 176 W Goodman Rd

Ms. Choate,

Prime Urgent Medical Center owner Yogesh Purohit is requesting to remove the existing cabinet from the location on 176 W. Goodman Rd and install a new directory sign with an amber electronic message display.

Prime Urgent currently occupies two of the spaces in the three tenants building. Wing Stop now occupies the second space of the building. Prior discussion with the planning department has determined that this sign can contain multi-tenant signs. The purpose of this application is to ask for the approval of the amber colored electronic message display to be included in the new sign design.

Thanks,

Chris Haskins
Frank Balton & Company
5385 Pleasant View Rd.
Memphis, TN 38134
901-388-1212
Haskins@fbalton.com

**CITY OF SOUTHAVEN
CONDITIONAL USE APPLICATION**

As owner, agent or attorney (indicate which), it is requested that the property located in Southaven, Mississippi described as follows:

Location, size and address if possible: 176 GOODMAN RD. - 350 FT WEST OF MOORE DR.

Zoned C-4 be considered for a Conditional Use in the Southaven Zoning Regulations for the following reasons:

APPROVAL OF AMBER ELECTRONIC MESSAGE CENTER

OWNER Name: <u>PRIME URGENT MEDICAL YOGESH PUROHIT</u> Address: <u>176 W. GOODMAN RD</u> Phone: <u>662-536-1020</u>	APPLICANT Name: <u>FRANK BALTON SIGNS CHRIS HASKINS</u> Address: <u>5385 PLEASANT VIEW RD MEMPHIS TN 38134</u> Phone: <u>901-388-1212</u>
---	---

THE APPLICATION SHALL BE ACCOMPANIED BY:

1. Plat of the property sought to be considered, 8 1/2 x 11 inches.
2. The application with plats, description, and letter of support* shall be filed with the Planning Department. The law requires the Commission to hold a Public Hearing, giving 15 days notice in the newspaper, therefore, the application must be submitted by the first working day of the month. The meeting will be the last Monday of the month.
3. **Two (2) copies each collated shall be submitted and a digital copy (PDF, dwg, jpeg, etc.)**
4. Application fee of \$200.00.
5. Site posting of the subject property as described on the following pages.

***NOTE: IN SUPPORT OF THIS APPLICATION, YOU MUST SHOW IN DETAIL, THAT THE FOLLOWING WILL BE COMPLIED WITH:**

- a. Does not substantially increase traffic hazards or congestion.
- b. Does not substantially increase fire hazards.
- c. Does not adversely affect the character of the neighborhood.
- d. Does not adversely affect the general welfare of the City.
- e. Does not overtax public utilities or community facilities.
- f. Does not conflict with the Comprehensive Plan.

THIS APPLICATION MUST BE COMPLETED AND ALL INFORMATION PROVIDED WHEN FILED IN ORDER TO BE ACCEPTED FOR PRESENTATION TO THE COMMISSION.

Chris Haskins
Signature of applicant

2/27/14
Date

AFFIDAVIT OF POSTING

PROJECT NAME PRIME URGENT MEDICAL

LOCATION 176 W. GOODMAN RD

SITE POSTING DATE 3/12/2014

APPLICANT NAME: YOGESH PUROHIT C/O CHRIS HASKINS - FRANK BALTON SIGNS

In order to provide adequate notice to interested parties, the APPLICANT for shall erect, not less than fifteen calendar days prior to the date of public hearing, notice of the date, time and place of each public hearing and a summary of the request. Such notice will be clearly legible and wherever possible, placed adjacent to the right-of-way of a public street or road. IT SHALL BE THE RESPONSIBILITY OF THE APPLICANT TO ERECT AND TO MAINT THE NOTICE ON THE SUBJECT PROPERTY until final disposition of the case. The Planning Director shall determine the number of location of notices.

I confirm that the site has been posted as indicated by the Planning Director for the case as listed above. Polaroid pictures of site posting have been submitted.

Chris Haskins 2/27/14
Applicant Signature Date

This instrument was acknowledge before me this 27th day of FEBRUARY, 2014 by

Judy Balton In witness whereof I hereunto set my hand and official seal.
Chris Balton

NOTARY PUBLIC

My commission expires MY COMMISSION EXPIRES JANUARY 24, 2017

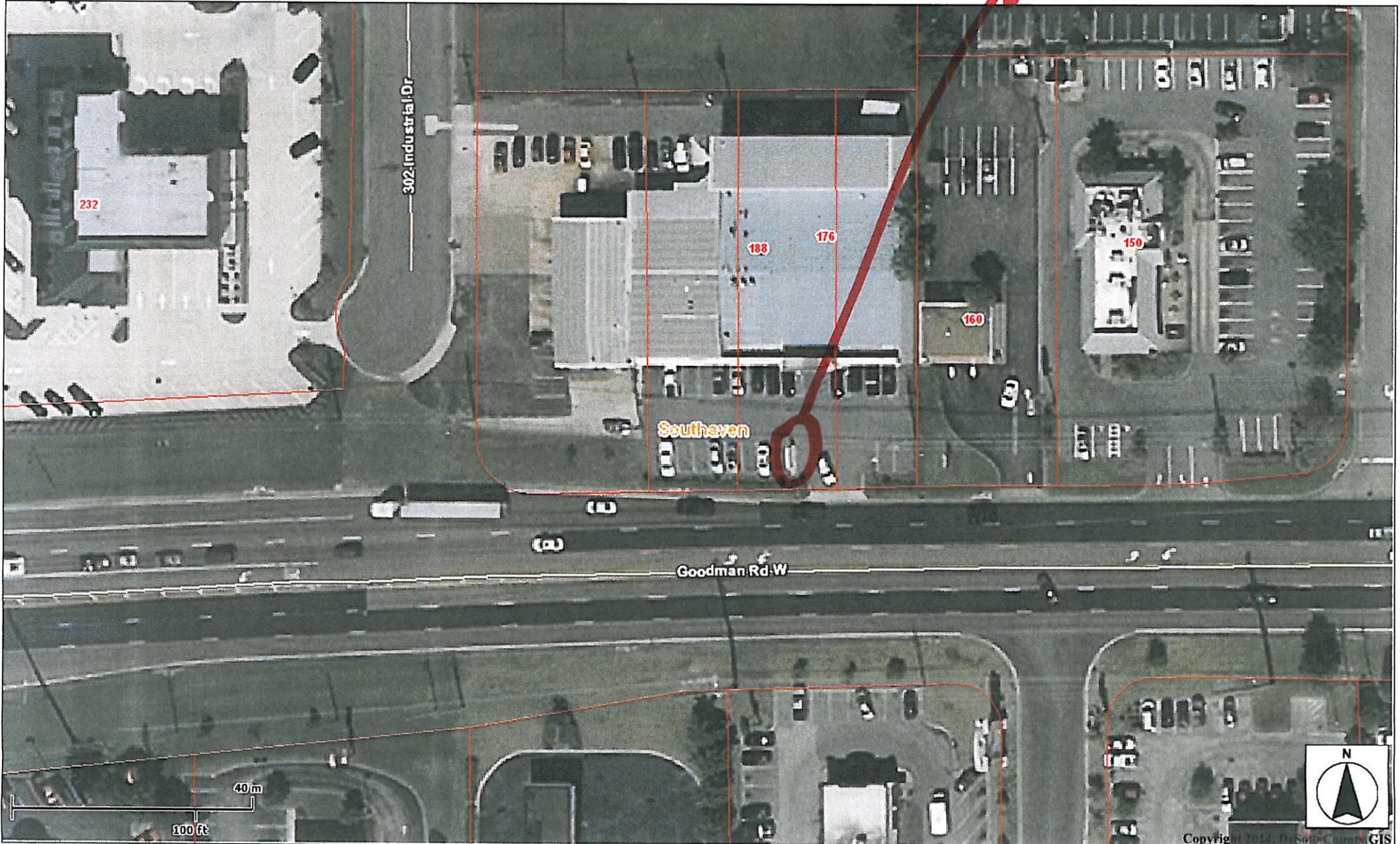
Return completed, notarized affidavit AND pictures to the Office of Planning and Development AT LEAST 15 DAYS PRIOR TO PLANNING COMMISSION HEARING.

Office of Planning and Development
8710 Northwest Dr.
Southaven, MS 38671
(662) 393-0111



PRIME URGENT MEDICAL

EXISTING
SIGN

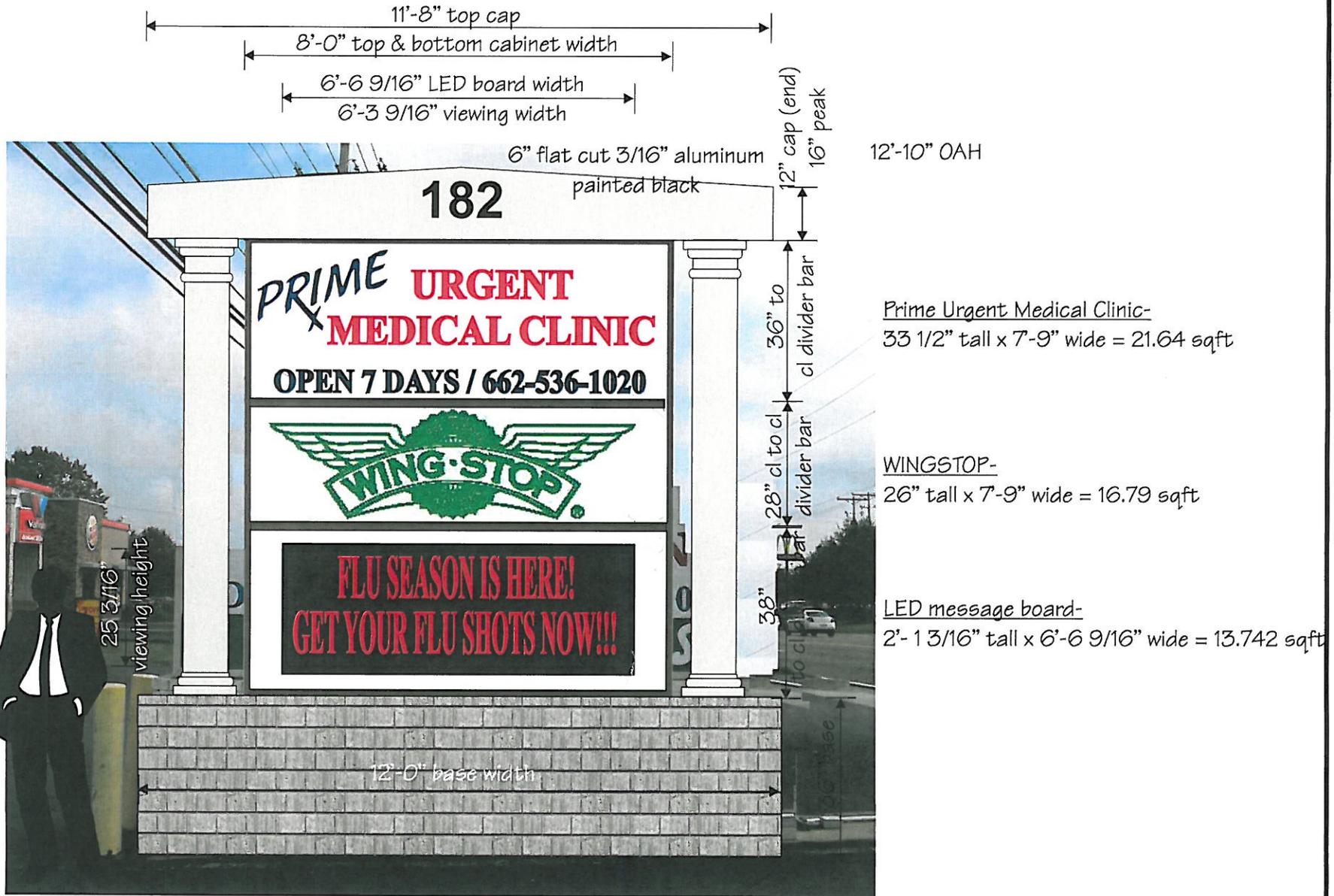




REMOVE EXISTING CABINET

INSTALL NEW CABINET WITH

AMBER ELECTRONIC MESSAGE DISPLAY.



FRONT ELEVATION:

SCALE : 3/8" = 1'-0"

CLIENT Prime Urgent Medical
 LOCATION 182 Goodman Road West, Southaven, MS 38671
 DATE 02-06-2014 SALES DM FILE PrimeUrgentMedSouthavenMonPermit
 CLIENT APPROVAL _____ DATE _____
 channel letters • neon • illuminated awnings • shopping centers • industrial complexes



FRANK BALTON & CO.
 5385 PLEASANT VIEW RD.
 MEMPHIS, TENNESSEE 38134
 901.388-1212 FAX 901-388-9485
 signs@fbalton.com www.fbalton.com

THE INTENT OF THIS DRAWING IS TO SHOW A CONCEPTUAL DEPICTION OF THE PROPOSED SIGNAGE. DUE TO VARIATIONS IN PRINTING DEVICES AND SUBSTRATES, THE FINISHED PRODUCT MAY DIFFER SLIGHTLY FROM THE DRAWING.



**City Of Southaven
Office of Planning and Development
Rezoning Staff Report**

City of Southaven City Hall
Executive Board Room
8710 Northwest Drive

Date of Hearing:	March 31, 2014
Public Hearing Body:	Planning Commission
Applicant:	City of Southaven 8710 Northwest Drive 662-280-2489
Total Acreage:	acres
Existing Zoning:	Agricultural (AG)
Proposed Zoning:	Planned Commercial (C-4)
Location of Subdivision application:	East side of Getwell Road, north of May Blvd.
Comprehensive Plan Designation:	Planned Commercial

Staff Comments:

The city of Southaven is requesting to rezone approx. 5 acres of property on the east side of Getwell Road, north of May Blvd. from AG to planned commercial. This property takes on the depth of the adjacent commercial lots to the north of the property. Prior to this application there was a Planned Unit Development plan designed with commercial and residential development for the entire site. In 2005, this PUD was reversed back to its original zoning of AG because the code of ordinance states that if there is no dirt turned within a 5 year period in a Planned Unit Development then the City may opt to reverse the zoning. In 2005, the City enforced this ordinance. The City is basing this request on the development of the surrounding properties. The Bob White Subdivision immediately to the north has sold all of the Getwell Road frontage property for

commercial development. There is an additional 16+ acres in the Bob White Subdivision behind the Getwell Road outparcels that is also zoned for commercial use. Additionally, the west side of Getwell was rezoned to a PUD with mixed use along this corridor including commercial, office and mixed use. The overall City property encompasses 11+ acres; however, staff is requesting to only rezone the front 250' along the road for commercial outparcel development. The remaining 8.5+ acre behind this area will remain Agricultural. In conjunction with this application, staff would inform the commission and board that there is a proposed city road being designed for construction on the north end of this area. The construction of this road is a collective effort of the City and the property owner to the north and would alleviate the need for additional curb cuts on Getwell Road.

Staff Recommendations

Since this is a city application, staff will not render a recommendation but will state that the proposed application is in compliance with the surrounding uses and the Comprehensive Plan for this area. The City has complied with all of the necessary steps required for rezoning a property including the erection of a public hearing notice sign on the property 15 days prior to the planning commission hearing. At this point, staff would also like to clarify that the rezoning of the property does not designate the lots dimensions nor does it allow a commercial development to go into construction phase. Any interested parties will still be required to file subdivision, site plan and design review applications that will require formal public hearings including both the planning commission and the Board of Alderman for final approval.

**Planning Commission
Recommendation:**

**Motion made by:
Seconded by:**

Bob White Farms
Subdivision
Lot 13

Bob White Farms
16 acres
Future Commercial Expansion



**Total Acreage for Rezoning
Approx. 3 acres**

492'

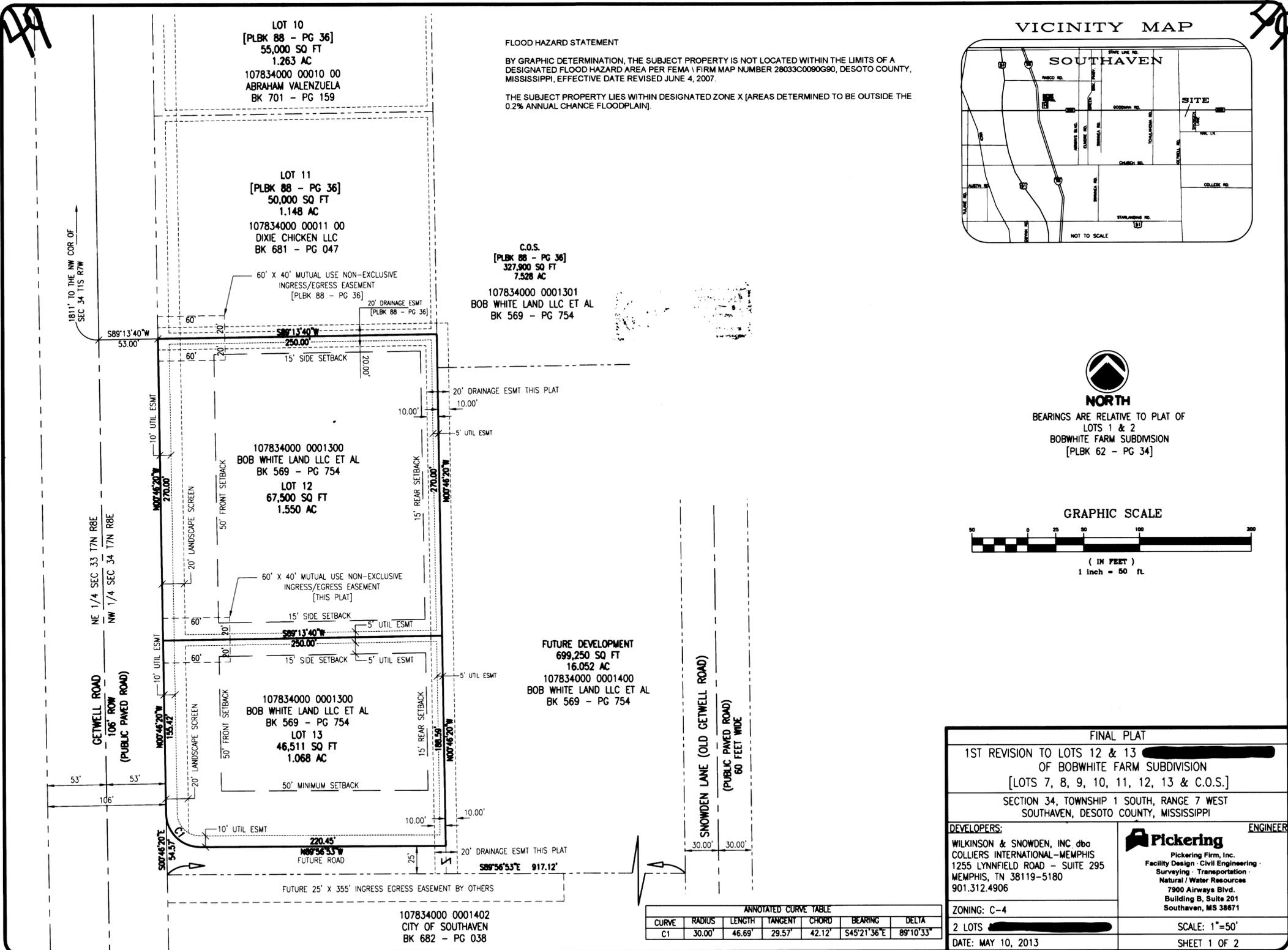
250'

Remaining City Property

Getwell Rd N

Snowden Ln

Existing City Facilities
Fire Station 4 / Police East Precinct / Parks Equipment Storage



FINAL PLAT	
1ST REVISION TO LOTS 12 & 13 OF BOBWHITE FARM SUBDIVISION [LOTS 7, 8, 9, 10, 11, 12, 13 & C.O.S.]	
SECTION 34, TOWNSHIP 1 SOUTH, RANGE 7 WEST SOUTHAVEN, DESOTO COUNTY, MISSISSIPPI	
DEVELOPERS: WILKINSON & SNOWDEN, INC dba COLLIERS INTERNATIONAL - MEMPHIS 1255 LYNNFIELD ROAD - SUITE 295 MEMPHIS, TN 38119-5180 901.312.4906	ENGINEER Pickering Pickering Firm, Inc. Facility Design - Civil Engineering - Surveying - Transportation - Natural / Water Resources 7900 Airways Blvd. Building B, Suite 201 Southaven, MS 38871
ZONING: C-4	SCALE: 1"=50'
2 LOTS	SHEET 1 OF 2
DATE: MAY 10, 2013	

OWNER CERTIFICATE: LOT 12 AND LOT 13
BOB WHITE LAND, LLC

I, Catherine Strahan, OWNER OR AUTHORIZED REPRESENTATIVE OF THE OWNER OF THE PROPERTY HEREON, HEREBY ADOPT THIS AS MY PLAN OF SUBDIVISION AND DEDICATE THE RIGHTS-OF-WAY FOR THE ROADS SHOWN HEREON TO THE PUBLIC USE FOREVER AND RESERVE FOR THE PUBLIC UTILITIES THE UTILITY EASEMENTS AS SHOWN ON THE PLAT. I CERTIFY THAT I AM THE OWNER IN FEE SIMPLE OF THE PROPERTY AND THAT NO TAXES HAVE BECOME DUE AND PAYABLE. THIS THE 22nd DAY OF May, 2013.
Catherine S. Strahan
CATHERINE S. STRAHAN, MANAGER
Bob White Land, LLC

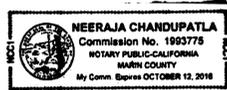
NOTARY'S CERTIFICATE [CORPORATE]

STATE OF CALIFORNIA
COUNTY OF MARIN

THIS DAY May 22nd, 2013, Catherine Strahan, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE SAID COUNTY AND STATE, WITHIN MY JURISDICTION THE WITHIN NAMED ACKNOWLEDGED THAT HE IS MANAGER OF Bob White Land LLC AND THAT FOR AND ON BEHALF OF SAID CORPORATION, AND AS ITS ACT AND DEED, HE EXECUTED THE ABOVE AND FOREGOING PLAT FOR THE PURPOSES MENTIONED ON THE DAY AND YEAR THEREIN MENTIONED, AFTER FIRST HAVING BEEN DULY AUTHORIZED BY SAID CORPORATION, GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE THIS THE 22nd DAY OF May, 2013.

MY COMMISSION EXPIRES: Oct 12, 2018

NOTARY PUBLIC: Neeraja Chaudupatla



OWNER CERTIFICATE: LOT 11
DIXIE CHICKEN, LLC.

I, TOM SLOTT, OWNER OR AUTHORIZED REPRESENTATIVE OF THE OWNER OF THE PROPERTY HEREON, HEREBY ADOPT THIS AS MY PLAN OF SUBDIVISION AND DEDICATE THE RIGHTS-OF-WAY FOR THE ROADS SHOWN HEREON TO THE PUBLIC USE FOREVER AND RESERVE FOR THE PUBLIC UTILITIES THE UTILITY EASEMENTS AS SHOWN ON THE PLAT. I CERTIFY THAT I AM THE OWNER IN FEE SIMPLE OF THE PROPERTY AND THAT NO TAXES HAVE BECOME DUE AND PAYABLE. THIS THE 30 DAY OF MAY, 2013.

OWNER OR REPRESENTATIVE
Dixie Chicken, LLC

NOTARY'S CERTIFICATE [CORPORATE]

STATE OF MISSISSIPPI
COUNTY OF DESO

THIS DAY TOM SLOTT PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE SAID COUNTY AND STATE, WITHIN MY JURISDICTION THE WITHIN NAMED ACKNOWLEDGED THAT HE IS MANAGER OF Dixie Chicken, LLC AND THAT FOR AND ON BEHALF OF SAID CORPORATION, AND AS ITS ACT AND DEED, HE EXECUTED THE ABOVE AND FOREGOING PLAT FOR THE PURPOSES MENTIONED ON THE DAY AND YEAR THEREIN MENTIONED, AFTER FIRST HAVING BEEN DULY AUTHORIZED BY SAID CORPORATION, GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE THIS THE 30 DAY OF MAY, 2013.

MY COMMISSION EXPIRES: 2/5/14

NOTARY PUBLIC: Neeraja Chaudupatla

CERTIFICATE OF SURVEY

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

I HEREBY CERTIFY THAT ALL DIMENSIONS, ANGLES, BEARINGS AND AREAS SHOWN ON THIS PLAT ARE CORRECT, AND THAT THE EXTERIOR BOUNDARIES AND INTERIOR LOT DIMENSIONS HAVE AN ERROR OF CLOSURE TO NO LESS THAN 1 IN 10,000 FEET.

John R. Armstrong
JOHN R. ARMSTRONG, P.S. MS REG NO 2870



OWNER CERTIFICATE - LOT 12 AND LOT 13
BOB WHITE FARMS, LLC

I, J. Bayard Snowden, OWNER OR AUTHORIZED REPRESENTATIVE OF THE OWNER OF THE PROPERTY HEREON, HEREBY ADOPT THIS AS MY PLAN OF SUBDIVISION AND DEDICATE THE RIGHTS-OF-WAY FOR THE ROADS SHOWN HEREON TO THE PUBLIC USE FOREVER AND RESERVE FOR THE PUBLIC UTILITIES THE UTILITY EASEMENTS AS SHOWN ON THE PLAT. I CERTIFY THAT I AM THE OWNER IN FEE SIMPLE OF THE PROPERTY AND THAT NO TAXES HAVE BECOME DUE AND PAYABLE. THIS THE 16th DAY OF May, 2013.
Bayard Snowden
J. BAYARD SNOWDEN, MANAGER
Bob White Farms, LLC

NOTARY'S CERTIFICATE [CORPORATE]

STATE OF MISSISSIPPI
COUNTY OF DESO

THIS DAY J. Bayard Snowden PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE SAID COUNTY AND STATE, WITHIN MY JURISDICTION THE WITHIN NAMED ACKNOWLEDGED THAT HE IS MANAGER OF Bob White Farms LLC AND THAT FOR AND ON BEHALF OF SAID CORPORATION, AND AS ITS ACT AND DEED, HE EXECUTED THE ABOVE AND FOREGOING PLAT FOR THE PURPOSES MENTIONED ON THE DAY AND YEAR THEREIN MENTIONED, AFTER FIRST HAVING BEEN DULY AUTHORIZED BY SAID CORPORATION, GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE THIS THE 16th DAY OF May, 2013.

MY COMMISSION EXPIRES: October 13, 2014

NOTARY PUBLIC: Connie S. Miller

SOUTHAVEN PLANNING COMMISSION

APPROVED BY THE SOUTHAVEN PLANNING COMMISSION ON THIS THE 29 DAY OF April, 2013

ATTEST:

[Signature]
SECRETARY

[Signature]
CHAIRMAN

SOUTHAVEN MAYOR & BOARD OF ALDERMAN

APPROVED BY THE MAYOR AND BOARD OF ALDERMAN ON THIS THE 1 DAY OF May, 2013

[Signature]
CITY CLERK

[Signature]
CHARLES G. DAVIS, MAYOR



OWNER CERTIFICATE: LOT 12 AND LOT 13

I, Matthew G. Buyer, OWNER OR AUTHORIZED REPRESENTATIVE OF THE OWNER OF THE PROPERTY HEREON, HEREBY ADOPT THIS AS MY PLAN OF SUBDIVISION AND DEDICATE THE RIGHTS-OF-WAY FOR THE ROADS SHOWN HEREON TO THE PUBLIC USE FOREVER AND RESERVE FOR THE PUBLIC UTILITIES THE UTILITY EASEMENTS AS SHOWN ON THE PLAT. I CERTIFY THAT I AM THE OWNER IN FEE SIMPLE OF THE PROPERTY AND THAT NO TAXES HAVE BECOME DUE AND PAYABLE. THIS THE 20th DAY OF May, 2013.

Matthew G. Buyer
MATHEW G. BUYER, MANAGER
Bob White Farms, LLC
NOTARY'S CERTIFICATE [CORPORATE]

STATE OF MISSISSIPPI
COUNTY OF DESO

THIS DAY Matthew G. Buyer PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE SAID COUNTY AND STATE, WITHIN MY JURISDICTION THE WITHIN NAMED ACKNOWLEDGED THAT HE IS MANAGER OF Bob White Farms LLC AND THAT FOR AND ON BEHALF OF SAID CORPORATION, AND AS ITS ACT AND DEED, HE EXECUTED THE ABOVE AND FOREGOING PLAT FOR THE PURPOSES MENTIONED ON THE DAY AND YEAR THEREIN MENTIONED, AFTER FIRST HAVING BEEN DULY AUTHORIZED BY SAID CORPORATION, GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE THIS THE 20th DAY OF May, 2013.

MY COMMISSION EXPIRES: October 13, 2014

NOTARY PUBLIC: Connie S. Miller

STATE OF MISSISSIPPI
COUNTY OF DESOTO

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON WAS FILED FOR RECORD IN MY OFFICE AT 9:50 CLOCK A.M. ON THE 2 DAY OF June, 2013 AND WAS IMMEDIATELY ENTERED UPON THE PROPER INDEXES AND DULY RECORDED IN PLAT BOOK 11 AT PAGE 4950

W.E. Davis
CHANCERY COURT CLERK
[Signature]

THE PLATTED PROPERTY IS SUBJECT TO THOSE COVENANTS, RESTRICTIONS, AND EASEMENTS AS SET FORTH IN DOCUMENT FILED FOR RECORD IN BOOK 11 PAGE 11 AND AS MAY OTHERWISE BE AMENDED FROM TIME TO TIME, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI TO WHICH DOCUMENT REFERENCE IS HEREBY MADE. ANY PROPERTY OWNER SHALL BE BOUND BY THE TERMS OF SAID DOCUMENT.

FINAL PLAT	
1ST REVISION TO LOTS 12 & 13 OF BOBWHITE FARM SUBDIVISION [LOTS 7, 8, 9, 10, 11, 12, 13 & C.O.S.]	
SECTION 34, TOWNSHIP 1 SOUTH, RANGE 7 WEST SOUTHAVEN, DESOTO COUNTY, MISSISSIPPI	
DEVELOPERS: WILKINSON & SNOWDEN, INC dba COLLIERS INTERNATIONAL - MEMPHIS 1255 LYNNFIELD ROAD - SUITE 295 MEMPHIS, TN 38119-5180 901.312.4906	ENGINEER Pickering Pickering Firm, Inc. Facility Design - Civil Engineering - Surveying - Transportation - Natural / Water Resources 7900 Airways Blvd. Building B, Suite 201 Southaven, MS 38671
ZONING: C-4	SCALE: 1"=50'
2 LOTS -	SHEET 2 OF 2
DATE: MAY 10, 2013	



Conservation Plan

Conserving areas that are essential and distinctive to the natural environment is a major goal of this development and is evident in this proposal. Existing lakes, streambeds, drainage ways, steep slopes and vegetation masses are preserved in order to maintain places that are unique to this property and also give back to the natural environment. Approximately 149 acres, 24% of the site, is preserved around natural streams and drainage ways, easements, and parklands.

Protective zones around drainage ways will ensure the quality and character of existing streambeds and to lower the impact of new construction throughout the development. A Snowden Farms Greenway System will remain privately owned and only be accessible to the residents of Snowden Farms.



34



35



32



36



30



31



33



37

16.
Mayor's
Report

17.

Citizen's Agenda

- Barry Moore
- Don Daniels
- Donna Wadford
- Anthony Hicks
- Marcus Bridgeforth

Personnel Docket

April 15, 2014

Payroll Additions	Position	Department	Start Date	Rate of Pay
Jackie Geer	Wastewater Plant Operator	Utilities Maintenance - 825	April 17, 2014	\$19.00
Cameron Lomonaco	IT Tech 1	IT-150	May 5, 2014	\$19.56

Payroll Adjustments	Previous Classification	New Classification	Effective Date	Proposed Rate of Pay
Kaylinn Winchell	Concessions	P/T Front Desk Clerk	April 7, 2014	\$7.25 (no change)
Lari Maslar	P/T Billing Clerk	Billing Clerk	April 8, 2014	\$10.20

Employee Name	Department	Action Taken	Effective Date	With/Without Pay
----------------------	-------------------	---------------------	-----------------------	-------------------------

Payroll Deletions	Position	Department	Termination Date	Rate of Pay
Amanda Aureli	Concessions	Parks Tournaments - 412	April 8, 2014	\$7.25
Kelly Bozarth	Fire Fighter 3	Fire Department -290	April 23, 2014	\$14.68

Last Name	First Name	Position	Start Date	Rate of Pay
-----------	------------	----------	------------	-------------

NEW HIRES

RE-HIRES

THEVENOT	JORDAN	GROUNDS MAINTENANCE	MARCH 28, 2014	\$7.25
THEVENOT	TRISTIAN	GROUNDS MAINTENANCE	MARCH 28, 2014	\$7.25

19.

Committee Reports

20.
City
Attorney's
Legal Update

21.
Old
Business

City of Southaven
Docket of Claims



Warrant #: C-041514 & D-041514

Page 1 of 38

City of Southaven Claims Docket
Warrant #: C-041514 & D-041514

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
040114	0	217869	21482	/	PRO - GRAND CHAMPION	\$1,200.00
040114	0	217870	21483	/	1ST PLACE WHOLE HOG	\$1,000.00
040114	0	217871	21484	/	2ND PLACE WHOLE HOG	\$750.00
040114	0	217872	21485	/	3RD PLACE WHOLE HOG	\$500.00
040114	0	217873	21486	/	4TH PLACE WHOLE HOG	\$300.00
040114	0	217874	21487	/	5TH PLACE WHOLE HOG	\$200.00
040114	0	217875	21488	/	1ST PLACE SHOULDER	\$1,000.00
040114	0	217876	21489	/	2ND PLACE SHOULDER	\$750.00
040114	0	217877	21490	/	3RD PLACE SHOULDER	\$500.00
040114	0	217878	21491	/	4TH PLACE SHOULDER	\$300.00
040114	0	217879	21492	/	5TH PLACE SHOULDER	\$200.00
040114	0	217880	21493	/	1ST PLACE RIBS	\$1,000.00
040114	0	217881	21494	/	2ND PLACE RIBS	\$750.00
040114	0	217882	21495	/	3RD PLACE RIBS	\$500.00
040114	0	217883	21496	/	4TH PLACE RIBS	\$300.00
040114	0	217884	21497	/	5TH PLACE RIBS	\$200.00

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
040114	0	217885	21498	/	GRANDC CHAMPION - CHALLENGER SERIES	\$500.00
040114	0	217886	21499	/	1ST SHOULDER/PULLED PORK	\$200.00
040114	0	217887	21500	/	2ND SHOULDER/PULLED PORK - CHALLENGER SERIES	\$100.00
040114	0	217888	21501	/	3RD PLACE SHOULDER/PULLED PORK - CHALLENGER SERIES	\$50.00
040114	0	217889	21502	/	1ST PLACE RIBS - CHALLENGER SERIES	\$200.00
040114	0	217890	21503	/	2ND PLACE RIBS - CHALLENGER SERIES	\$100.00
040114	0	217891	21504	/	3RD PLACE RIBS - CHALLENGER SERIES	\$50.00
040114	0	217892	21505	/	1ST PLACE BEEF - ANYTHING BUT PORK	\$150.00
040114	0	217893	21506	/	1ST PLACE POULTRY - ANYTHING BUT PORK	\$150.00
040114	0	217894	21507	/	1ST PLACE SEAFOOD - ANYTHING BUT PORK	\$150.00
040114	0	217895	21508	/	1ST PLACE HOT WINGS - ANYTHING BUT PORK	\$150.00
040114	0	217896	21509	/	1ST PLACE BEANS - ANYTHING BUT PORK	\$50.00
040114	0	217897	21510	/	1ST PLACE SAUCE - ANYTHING BUT PORK	\$50.00
040114	0	217898	21511	/	1ST PLACE CHILI - ANYTHING BUT PORK	\$50.00
040114	0	217899	21512	/	1ST PLACE DESSERT - ANYTHING BUT PORK	\$50.00
36492	0	217606	424	A TO Z ADVERTISING	CPA T-SHIRTS	\$454.36
36385	0	217592	424	A TO Z ADVERTISING	T-SHIRTS FOR WASHINGTON	\$449.32
11336	0	217667	23	A-1 SEPTIC TANK SERV	CASTLE RIDGE	\$240.00
11327	0	217272	23	A-1 SEPTIC TANK SERV	CLEANED OUT GROUND STORAGE TANK - GREENBROOK PLANT	\$2,760.00
11339	0	217668	23	A-1 SEPTIC TANK SERV	SHETLAND GARDENS	\$3,990.00
3589185	116019	217245	6142	ACCESS POINT INC	PHONE SERVICE - FIRE	\$225.87
040614	0	217900	10184	ACKERMAN JOHNNY	TOURNAMENT UMPIRE	\$285.00

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
78711-1	0	218045	7371	ACTION TARGET	TARGETS FOR RANGE	\$3,290.79
26055	0	217744	17859	ADAMS HOMES LLC		\$13.23
26103	0	217792	17859	ADAMS HOMES LLC		\$111.77
26104	0	217793	17859	ADAMS HOMES LLC		\$111.77
26148	0	217837	21571	ALBRIGHT HERMAN R		\$23.54
00094482	0	218099	7191	ALL AMERICAN TEAM SP	Equip - Recreational Baseball,	\$49.95
018570	0	218098	7191	ALL AMERICAN TEAM SP	Equip - Recreational Baseball,	\$10,434.90
040314	0	217865	21480	ALMAR ENTERPRISES, L	SPRINGFEST 2014 - SUNDY BEST BAND	\$1,000.00
114549	0	217486	883	AMERICAN TIRE REPAIR	MOUNT & DISMOUNT SPECIAL OPS	\$100.00
115629	0	217670	883	AMERICAN TIRE REPAIR	SERVICE CALL - TRAILER 870	\$165.00
040314	0	217864	21479	ANDERSON SKYELOR	SPRINGFEST 2014 - SKYLAR ANDERSON PERFORMANCE	\$1,000.00
9003045342	0	217522	17049	ANIMAL HEALTH INTERN	PROFESSIONAL SERVICES	\$50.96
26158	0	217847	21580	ANTON HOLLY		\$35.36
581-5005051	0	218051	156	ARAMARK UNIFORM SERV	RUBBER MATS	\$108.21
581-5001683	0	217284	156	ARAMARK UNIFORM SERV	RUBBER MATS	\$228.56
581-5005052	0	217391	156	ARAMARK UNIFORM SERV	RUBBER MATS	\$228.56
581-5001682	0	217537	156	ARAMARK UNIFORM SERV	RUBBER MATS - COURT	\$108.21
APP--2	0	217858	21319	ARGO CONSTRUCTION CO	HURRICANE CREEK SWR PHASE 2	\$190,117.54
040114	0	217299	21445	ARKANSAS EXTREME	TOURNAMENT REFUND	\$295.00
040314	0	217456	21467	ARMENTA JOSE ISRAEL	CASH BOND REFUND	\$1,127.00
040114	0	217290	21436	ARMSTEAD AUDRA B	TOURNAMENT REFUND	\$295.00
393500560414	0	217261	13136	AT&T	PHONE SERVICE - PARKS	\$161.58

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
280836770414	0	217444	13136	AT&T	PHONE SERVICES - COURT	\$212.42
030381480614	116020	217258	166	AT&T	PHONE SERVICES - CITY HALL	\$421.37
030047420614	116020	217243	166	AT&T	PHONE SERVICES - FIRE	\$145.43
32814	0	217445	1167	AT&T MOBILITY	PHONE SERVICES -ARENA	\$79.59
1038	0	217641	21472	ATHLETIC HOUSE @ SNO	PITCHING RUBBERS	\$779.36
1039	0	217640	21472	ATHLETIC HOUSE @ SNO	TEE BALLS	\$449.50
26125	0	217814	21549	ATKINS KAREN - REN		\$11.04
7945-7FY14	0	217400	1145	ATMOS ENERGY	8710 NORTHWEST DR - FIELD OF DREAMS	\$928.68
6854-6FY14	116021	217249	1145	ATMOS ENERGY	3278 MAY BLVD - PARKS	\$303.34
6459-6FY14	116021	217248	1145	ATMOS ENERGY	3335 PINE TAR ALLEY - FIRE	\$3,027.47
1390-6FY14	116021	217259	1145	ATMOS ENERGY	6050 ELMORE RD - FIRE	\$662.80
6619-6FY14	116021	217247	1145	ATMOS ENERGY	6275 SNOWDEN LANE	\$272.29
4569-6FY14	116021	217244	1145	ATMOS ENERGY	6450 GETWELL RD- FIRE	\$764.92
3332-6FY14	116021	217246	1145	ATMOS ENERGY	7360 HIGHWAY 51 N	\$5,459.72
6721-6FY14	116047	217733	1145	ATMOS ENERGY	5813 PEPPERCHASE - PUBLIC WORKS	\$516.81
6445-6FY14	116047	217735	1145	ATMOS ENERGY	5813 PEPPERCHASE - PUBLIC WORKS	\$851.18
6196-6FY14	116047	217734	1145	ATMOS ENERGY	5813 PEPPERCHASE - PUBLIC WORKS	\$984.00
3239-6FY14	116047	217740	1145	ATMOS ENERGY	6070 SNOWDEN LN	\$1,082.45
6621-6FY14	116047	217742	1145	ATMOS ENERGY	6450 GETWELL RD - FIRE	\$140.36
6889-7FY14	116047	217736	1145	ATMOS ENERGY	8691 NORTHWEST DR - POLICE	\$496.60
25774	0	218042	172	AUTOMATIC RAIN	IRRIGATION 3 ISLANDS ON MAY BL	\$8,508.00
040214	0	217860	21476	B C TOURING, INC	SPRINGFEST 2014 - BRENT COBB	\$1,000.00

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
040314	0	217861	21477	B R A TOURING, LLC	SPRINGFEST 2014 - BACKROAD ANTHEM BAND	\$1,000.00
26153	0	217842	21576	BAKER NATAS D		\$110.83
040114	0	217309	21455	BANDIT BASEBALL	TOURNAMENT REFUND	\$295.00
040614	0	217969	16045	BARTLEY COURTNEY	SCOREKEEPER	\$68.00
040614	0	217901	9480	BAXTER ED	TOURNAMENT UMPIRE	\$476.00
230806	0	217476	12873	BEETHOVEN & COMPANY	ORCHESTRA SUPPLIES	\$90.45
040614	0	217902	18711	BENBOW RAYMOND	TOURNAMENT UMPIRE	\$144.00
040114	0	217296	21442	BENTON AREA TEAM	TOURNAMENT REFUND	\$295.00
040114	0	217307	21453	BENTON AREA TEAM	TOURNAMENT REFUND	\$295.00
157153	0	217374	268	BEST CHANCE JANITOR	PARKS DEPT	\$66.70
12256	0	217379	7765	BEST TARPS	MATERIALS FOR SHOP	\$65.00
031214	0	218092	11669	BEST WESTERN	CONF # 394006 - WHEELER - LODGING FOR NAT'L POLICE	\$503.95
032014	0	217643	11669	BEST WESTERN	HOTEL FAIRFAX, VA	\$449.95
15376	0	217458	407	BILL FOWLER'S BODYWO	REPAIR TO 2010 FOR 2009 FORD F	\$2,748.65
26064	0	217753	21521	BISHOP GERALD & LATA		\$10.96
040614	0	217903	16175	BLACK DAVID	TOURNAMENT UMPIRE	\$376.00
040614	0	217970	19799	BLAKELY EMILY	SCOREKEEPER	\$50.00
3079	0	217646	20065	BLC OF MS LLC	ISLANDS ON SOUTH CREST PKWY	\$88.00
3077	0	217648	20065	BLC OF MS LLC	MDOT NORTHWEST DR	\$416.00
3078	0	217647	20065	BLC OF MS LLC	MDOT STATELINE RD AND I-55	\$1,328.00
3076	0	217645	20065	BLC OF MS LLC	TRAINING CTR	\$925.00
040614	0	217904	18938	BOLER JOEY	TOURNAMENT UMPIRE	\$155.00

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
040114	0	217287	21433	BOS BASEBALL CLUB	TOURNAMENT REFUND	\$295.00
040614	0	217905	1043	BOSLEY, JEFF	TOURNAMENT UMPIRE	\$220.00
26056	0	217745	21513	BOYER RAMONA		\$99.23
040614	0	217999	16464	BRANDON SEALS	SCOREKEEPER	\$46.00
26102	0	217791	19197	BRANNON BUILDERS - C		\$110.83
26111	0	217800	19197	BRANNON BUILDERS - C		\$111.30
26120	0	217809	19197	BRANNON BUILDERS - C		\$111.30
26096	0	217785	19197	BRANNON BUILDERS - C		\$111.77
26097	0	217786	19197	BRANNON BUILDERS - C		\$111.77
26108	0	217797	19197	BRANNON BUILDERS - C		\$111.77
26109	0	217798	19197	BRANNON BUILDERS - C		\$111.77
5834202	0	217280	663	BULLFROG AMOCO	MATERIALS FOR EQUIPMENT	\$80.00
5836309	0	217699	663	BULLFROG AMOCO	MATERIALS FOR EQUIPMENT	\$80.00
5836373	0	217700	663	BULLFROG AMOCO	STATE INSP. FOR VEHICLE	\$5.00
26156	0	217845	21579	BURGAN MARK G.		\$15.84
26157	0	217846	21579	BURGAN MARK G.		\$53.96
26057	0	217746	21514	BURNS THOMAS BRENT-R		\$29.11
7189289	0	218049	19761	BUSINESS AND LEGAL	TRAINING LIBRARY	\$3,450.00
3C14013	0	217396	7617	BUSINESS FORMS & SYS	BLUE DOOR HANGARS	\$694.00
3C14012	0	217395	7617	BUSINESS FORMS & SYS	YELLOW DOOR HANGERS	\$881.00
10022865	0	217535	17086	BUTLER SNOW	SERVICES RENDERED THROUGH 03/31/14	\$18,333.33
12365847	0	218054	1056	BWI MEMPHIS	FIRE ANT SPRAY	\$585.75

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
040714	0	217450	15231	BYNUM DONALD	REIMBURSEMENT FOR EMT LICENSE	\$57.74
26107	0	217796	20286	BYNUM ENTERPRISES, L		\$111.77
03	0	217443	21019	CAIN LINDA A	LINE DANCE CLASS	\$30.00
4	0	218062	21019	CAIN LINDA A	LINE DANCE CLASS	\$30.00
032414	0	217355	21019	CAIN LINDA A	LINE DANCE INSTRUCTOR	\$30.00
033114	0	217540	2083	CALARCO CARL	MEALS REIMBURSEMENT MFA	\$76.78
040814	0	218094	21474	CANDLEWOOD SUITES	PRUETT/ROSENBERG LODGING	\$911.90
040614	0	217971	21343	CARDELLI KELLY	SCOREKEEPER	\$50.00
26144	0	217833	21567	CARPENTER LORI		\$110.36
040614	0	218012	11133	CARSON ANITA	SOCCER UMPIRE	\$45.00
040614	0	218013	2574	CARSON, MICHAEL A	SOCCER UMPIRE	\$365.00
26139	0	217828	21562	CASITA PROPERTIES LL		\$22.52
041014	0	218086	20481	CATLET	REG. CRISIS HOSTAGE NEGOTIATION II, BAY MINETTE, A	\$525.00
040614	0	217906	21368	CATLIN MICHAEL C	TOURNAMENT UMPIRE	\$109.00
IN01253194	0	217531	19588	CCP INDUSTRIES INC	CLEANING SUPPLIES	\$105.64
36211	0	217714	16158	CENTRAL BATTERY	MATERIALS FOR SHOP	\$60.00
X06715	0	217268	7766	CENTRAL PIPE SUPPLY,	METERS	\$1,665.00
537232	0	217705	21109	CENTURY MFG	CLEANING MATERIALS	\$466.76
040614	0	217972	13220	CHAFFIN, DANIELLE	SCOREKEEPER	\$10.00
26100	0	217789	18237	CHAMBLISS BUILDERS		\$106.80
26123	0	217812	18237	CHAMBLISS BUILDERS		\$111.77
26117	0	217806	18237	CHAMBLISS BUILDERS		\$113.09

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
26140	0	217829	21563	CHASTAIN RICHARD DAL		\$105.48
040614	0	218014	18076	CHENOWETH BRANDON	SOCCER UMPIRE	\$95.00
2252	0	217661	18221	CIVIL-LINK, LLC	COMMERCIAL METER SURVEY	\$5,605.00
2250	0	217662	18221	CIVIL-LINK, LLC	CORP OF ENGINEERS MAPPING PROJECT	\$25,242.95
2248	0	217664	18221	CIVIL-LINK, LLC	DCRUA METERING MONITORING & MAINT.	\$2,201.36
2246	0	217617	18221	CIVIL-LINK, LLC	DEER CREEK LN	\$2,652.00
2253	0	217659	18221	CIVIL-LINK, LLC	MAPPING SETUP FOR VALVE SURVEY	\$988.00
2244	0	217618	18221	CIVIL-LINK, LLC	MDOT - GRANT TRAIL	\$4,621.50
2249	0	217663	18221	CIVIL-LINK, LLC	PLUM POINT SEWER PROJECT	\$14,188.39
2251	0	217660	18221	CIVIL-LINK, LLC	SMOKE TEST - TRINITY LAKES	\$3,171.01
2243	0	217608	18221	CIVIL-LINK, LLC	STATELINE/TCHULAHOMA ROAD IMPROVEMENT	\$5,267.08
2247	0	217665	18221	CIVIL-LINK, LLC	UTILITY RPR SERVICES	\$3,567.46
040614	0	217973	21350	CLARK RYNE	SCOREKEEPER	\$76.00
040614	0	217907	18757	CLAYTON DONNIE	TOURNAMENT UMPIRE	\$431.00
2014-04-02-0	0	217574	18276	CLIFFORD T FREEMAN	POLY EXAMS WEBB, KNOX	\$400.00
040614	0	217908	10287	CLYNES DENNIS	TOURNAMENT UMPIRE	\$313.00
26075	0	217764	6440	COLEMAN BARTLEY		\$36.77
26071	0	217760	6440	COLEMAN BARTLEY		\$42.59
040614	0	217909	6659	COLEMAN EDWARD A	TOURNAMENT UMPIRE	\$269.00
040114	0	217312	21458	COLLIERVILLE DRAGONS	TOURNAMENT REFUND	\$295.00
914612040414	0	218057	2351	COMCAST	INTERNET - PARKS	\$135.11
621122010414	115645	217236	2351	COMCAST	INTERNET - POLICE	\$242.99

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
856867020414	115649	217242	2351	COMCAST	INTERNET - SCADA UTILITIES	\$129.90
911329010614	116022	217256	2351	COMCAST	1334 E. GOODMAN RD - UTILITIES	\$99.85
894491010614	116022	217254	2351	COMCAST	7525 GREENBROOK PARK - UTILITIES	\$364.40
458907010614	116022	217250	2351	COMCAST	INTERNET - PARKS	\$816.50
899023010414	116048	217743	2351	COMCAST	GETWELL WTP	\$84.85
75229	0	217421	12823	COMMUNICATION SYSTEM	TECH LABOR SOUND BATTERIES	\$129.50
204713	0	217583	543	COMSERV SERVICES	1379-PULL OUT EQUIPMENT	\$225.00
202017	0	217584	543	COMSERV SERVICES	3089-INSTALL RIFLE RACK	\$299.00
40559	0	218048	17845	CONCERN	MONTHLY BILLING	\$412.50
0361144	0	217654	1116	CONSOLIDATED PIPE &	NEPTUNE T10 METER	\$544.00
4798	0	217710	16582	CONTRACTORS SUPPLY P	MATERIALS FOR SHOP	\$168.00
040114	0	217298	21444	COOK CHARLES	TOURNAMENT REFUND	\$295.00
040614	0	217910	2751	COOK GEORGE	TOURNAMENT UMPIRE	\$103.00
26068	0	217757	21525	COOK SIDNEY		\$36.30
26066	0	217755	21523	COOK STAN		\$30.05
040614	0	217911	1073	COOPER JAMES	TOURNAMENT UMPIRE	\$278.00
040614	0	218026	18531	CORREA EDGAR	SOCCER UMPIRE	\$140.00
040614	0	218015	18126	CORREA JULIO	SOCCER UMPIRE	\$50.00
289428	0	217419	836	COUNTRY FORD INC	09 FORD ESCAPE REPLACE FRONT BRAKES & RESURFACE RO	\$184.95
289533	0	217579	836	COUNTRY FORD INC	3085-OIL CHANGE & BULBS REPLACED	\$163.65
289530	0	217446	836	COUNTRY FORD INC	EMS-1 AIR CONDITIONING	\$194.82
289510	0	217447	836	COUNTRY FORD INC	SILVER CROWN VIC - CHECK ENGINE REPAIRS	\$464.57

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
289534	0	217403	836	COUNTRY FORD INC	U-2 BELTS	\$656.37
289177	0	217568	836	COUNTRY FORD INC	VIN #0716 - OIL CHANGE	\$39.95
041014	0	218097	21593	COURTYARD MOBILE	K JELLIN	\$485.90
040114	0	217317	21463	COX JEFFERY BENTON	TOURNAMENT REFUND	\$295.00
307400000057	0	217453	19311	CREDIT BUREAU SYSTEM	EMS COLLECTIONS - MARCH	\$1,625.70
031814	116049	217857	1339	CREDIT CARD CENTER	EDI-WEB TRAINING, MAYOR'S YOUTH COUNCIL, OFFICE SU	\$1,263.00
040614	0	217912	20069	CRESPINO JOEY	TOURNAMENT UMPIRE	\$251.00
26101	0	217790	20412	CREST CONSTRUCTION L		\$80.64
040114	0	217508	962	CRIME STOPPERS	MONTHLY CRIME STOPPERS ASSESSMENT COLLECTION	\$2,378.24
19662	0	218075	17746	CRIMEREPORTS	RENEWAL	\$3,588.00
694814893	0	217532	19948	CRITICAL ALERT	PAGERS	\$42.43
694814615	0	218070	19948	CRITICAL ALERT	PAGERS SPD	\$648.64
040814	0	217620	21470	CROCKETT COUNTY CURV	TOURNAMENT REFUND	\$345.00
26142	0	217831	21565	CROMPTON CHARLES		\$96.73
01-412393	0	217414	18557	CUBE ICE INC.	ICE FOR CONCESSIONS	\$85.50
01-412361	0	217406	18557	CUBE ICE INC.	ICE FOR CONCESSIONS	\$450.00
26150	0	217839	21573	CUNNINGHAM KEVIN & G		\$3.81
1472	0	217386	12576	D&J'S CLEANING SERVI	CLEANING AT SPAC	\$100.00
1471	0	217387	12576	D&J'S CLEANING SERVI	CLEANING AT SPAC	\$150.00
1473	0	217722	12576	D&J'S CLEANING SERVI	CLEANING OF PUBLIC WORKS	\$225.00
1474	0	217385	12576	D&J'S CLEANING SERVI	CLEANING SPD	\$995.00
10	0	217495	11185	DAC	AQUA CLASSES	\$250.00

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
040614	0	217913	11909	DAILEY, CRAIG	TOURNAMENT UMPIRE	\$35.00
26072	0	217761	21528	DARBY MARY		\$116.60
040614	0	217914	16709	DAVIS DANIEL	TOURNAMENT UMPIRE	\$355.00
040614	0	217915	18758	DAVIS DAVID	TOURNAMENT UMPIRE	\$33.00
040614	0	217916	16707	DAVIS LONNIE	TOURNAMENT UMPIRE	\$96.00
XJCTX5P65	0	217517	342	DELL MARKETING LP	MONITORS FOR JEREMY IN IT	\$327.98
XJD1JR768	0	217514	342	DELL MARKETING LP	VLA VMWARE PROD SUPPORT, ESSEN	\$5,004.34
040614	0	217974	21348	DENNIE JOSHUA AUSTIN	SCOREKEEPER	\$34.00
026093	0	217720	7174	DENNIS WRIGHT & SON	PLUMBING SERVICES	\$108.00
026799	0	217278	7174	DENNIS WRIGHT & SON	PLUMBING SERVICES	\$700.00
26141	0	217830	21564	DENTON VAUGHN & EFFI		\$35.83
040114	0	217519	963	DEPT OF PUBLIC SAFET	MONTHLY I.W.R.C.P. ASSESSMENT COLLECTION	\$9,745.21
040114	0	217301	21447	DESOTO CARDINALS	TOURNAMENT REFUND	\$295.00
78106/79412	0	217612	500	DESOTO COUNTY ANIMAL	PROFESSIONAL SERVICES	\$1,918.00
1704	0	217546	497	DESOTO COUNTY ELECTR	LOOP 51 @ DORCHESTER - INSTALLED LOOP	\$1,496.00
1689	0	218039	497	DESOTO COUNTY ELECTR	MATERIAL, LABOR, & EQUIPMENT (DORCHESTER & HWY 51)	\$1,034.00
040814B	0	217650	964	DESOTO COUNTY SHERIF	INMATE HOUSING FOR THE MONTH OF MARCH 2014	\$9,875.00
040814	0	217649	964	DESOTO COUNTY SHERIF	INMATE MEDICAL AND PHARMACY FOR MAR. 2014	\$190.93
040914	0	218083	13230	DESOTO ENVIREMENTAL	DESOTO COUNTY HEALTH DEPT.	\$210.00
040114	0	217295	21441	DESOTO MARLINS	TOURNAMENT REFUND	\$295.00
040114	0	217306	21452	DESOTO MARLINS DF	TOURNAMENT REFUND	\$295.00
040114	0	217305	21451	DESOTO RAYS	TOURNAMENT REFUND	\$295.00

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
040114	0	217288	21434	DESOTO STARS	TOURNAMENT REFUND	\$295.00
300060406	0	217651	1185	DESOTO TIMES-TRIBUNE	PDP -PAYROLL SERVICE	\$44.28
300059624	0	217545	1185	DESOTO TIMES-TRIBUNE	PLANNING COMMISSION NOTICE	\$20.88
040214	0	217463	9579	DEVORE DOUG	REIMBURSEMENT FOR EMS LICENSE	\$85.00
26106	0	217795	18897	DISTINCTIVE PROPERTI		\$110.36
T00326	0	217399	661	DITCH WITCH MID-SOUT	BORN RIG RENTAL	\$200.00
501706	0	217666	661	DITCH WITCH MID-SOUT	SERVICE TO ROAD BORING TOOL	\$1,195.38
040614	0	218016	11508	DOCKERY LAWRENCE	SOCCER UMPIRE	\$220.00
040614	0	218017	15547	DOCKERY PATRICK	SOCCER UMPIRE	\$180.00
040614	0	218027	20749	DONALDSON JORDAN	SOCCER UMPIRE	\$140.00
IN71114A0000	0	217588	1390	DPS CRIME LAB	BASIC ACADEMY - BYRD, JOINER, STEELANDT	\$10,965.00
26126	0	217815	21550	DRESSLER JAMES		\$95.72
040814	0	218096	21473	DRURY INN	FENNELL/GIFFORD LODGING - INTERVIEW & INTERROGATIO	\$315.90
040614	0	218018	16933	DUCK MATT	SOCCER UMPIRE	\$25.00
033114	0	217539	13278	DUKE LESLIE	MEALS REIMBURSEMENT FOR HAZMAT CLASS	\$40.27
040314	0	217554	13278	DUKE LESLIE	REIMBURSEMENT FOR ALL EMS LICENSES	\$93.20
040614	0	217966	14597	DUNCAN CATHY C	TOURNAMENT UMPIRE	\$175.00
040614	0	217975	18598	DUNLAP RACHEL	SCOREKEEPER	\$36.00
26092	0	217781	21544	DUPONT DAVID G		\$27.07
040614	0	217917	14906	EDGE JEFFREY	TOURNAMENT UMPIRE	\$294.00
409738	0	217523	17659	EEP	STORZ CAP W/CHAIN	\$60.00
040614	0	217976	17412	ELDRED KALEY	SCOREKEEPER	\$36.00

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
8314	0	217709	13181	ELDRIDGE SERVICES	HVAC SERVICES	\$127.50
A210093	0	217515	14581	ELECTRONIC VAULTING	OFF SITE STORAGE	\$2,100.00
40032	0	217521	17650	ELMORE RD VETERINARY	PROFESSIONAL SERVICES	\$878.00
26128	0	217817	21552	ELVIA LORENA & JOSE		\$8.69
186	0	217461	12561	EMERGENCY MEDICAL RE	APRIL MED CONTROL	\$1,500.00
4445-6FY14	116050	217741	966	ENTERGY	8777 WHITWORTH	\$68.43
3780-6FY14	116050	217738	966	ENTERGY	GOODMAN & I-55	\$184.57
1425-6FY14	116050	217739	966	ENTERGY	GOODMAN AND AIRWAYS BLVD	\$102.48
0888-6FY14	116050	217737	966	ENTERGY	GOODMAN RD AND SCREST	\$102.48
032714	0	217548	21423	ESPINOZA ERNEST	CASH BOND REFUND	\$405.00
040614	0	217918	18658	EVANS CLIFF	TOURNAMENT UMPIRE	\$228.00
040214	116023	217260	18658	EVANS CLIFF	CHECK WAS MADE PAYABLE TO WRONG VENDOR	\$278.00
26085	0	217774	21538	FARRIS ADAM		\$9.59
MSSOU34732	0	217653	6590	FASTENAL	RED WIRE CONNECTORS	\$12.74
040614	0	217919	1064	FERGUSON BRIAN	TOURNAMENT UMPIRE	\$262.00
040614	0	217977	21346	FISACKERLY BLAKE	SCOREKEEPER	\$30.00
040614	0	217978	19810	FISHER BRITNEY	SCOREKEEPER	\$30.00
040514	0	218090	19731	FISHES FOR WISHES	MOTOR RODEO - STACKS	\$100.00
040514B	0	218091	19731	FISHES FOR WISHES	MOTOR RODEO - WARE	\$100.00
26124	0	217813	21548	FOOTE GREG		\$80.09
26099	0	217788	21547	FOREST MEADOWS, LLC		\$189.23
040614	0	218028	21386	FORREST JERE JOE	SOCCER UMPIRE	\$120.00

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
032714	0	217547	21422	FRAME MICHAEL	CASH BOND REFUND	\$405.00
846758	0	217376	17939	FROGG TOGGS	CHILLY PADS	\$215.70
NP40798319	0	217483	6919	FUELMAN	FUEL CARDS	\$44.92
NP40828767	0	217454	6919	FUELMAN	FUEL CARDS	\$145.43
NP40828744	0	217564	6919	FUELMAN	FUEL FOR SPD	\$7,607.32
NP40798296	0	217589	6919	FUELMAN	FUEL FOR SPD	\$8,206.25
040614	0	217920	6904	GABBERT SCOTT	TOURNAMENT UMPIRE	\$169.00
040614	0	217921	16127	GAGLIANO PAUL	TOURNAMENT UMPIRE	\$35.00
1132	0	217392	9195	GAINES, ROBERT	SCADA SERVICES	\$3,485.00
1102250519	0	217412	494	GATEWAY TIRE & SERVI	OIL CHANGE - 2013 FORD FOCUS	\$34.95
031714	0	217500	1449	GENTRY JAMES S	MEALS PER DIEM WHILE IN TUNICA FOR CONFERENCE	\$180.00
040114	0	217300	21446	GERMANTOWN YOUTH	TOURNAMENT REFUND	\$295.00
3027670997	0	217364	9669	GIBSON PROPANE	TENNIS CTR	\$1,083.71
040814	0	218088	15398	GIFFORD BLAKE	ALLOT REIMBURSEMENT FOR CLOTHING	\$109.20
040614	0	217979	10612	GILBERT CALEB	SCOREKEEPER	\$50.00
7262	0	217397	474	GLEN'S GARAGE	INSPECTION STICKER -TRUCK 806	\$5.00
331298	0	217587	12940	GOLD NUGGET UNIFORM	1126 - BREECHES - SMOROWSKI	\$717.57
40251617	0	217683	201	GOODYEAR WHOLESALE T	MATERIALS FOR SHOP	\$663.24
33	0	218064	10525	GORDON LUCIA	TAI-CHI CLASS	\$225.00
32	0	218065	10525	GORDON LUCIA	TAI-CHI CLASS	\$250.00
9402347406	0	217611	457	GRAINGER	BLOWER FOR BOOT DRYER	\$91.72
9403527477	0	217656	457	GRAINGER	PUMP	\$206.75

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
117398805	0	217466	216	GRASSLAND IRRIGATION	LABOR & CREW	\$891.25
117398842	0	217672	216	GRASSLAND IRRIGATION	REPAIR LEAKS ON COMPLEX A	\$1,125.00
117398786	0	217472	216	GRASSLAND IRRIGATION	SPRING START UP CHECKED SYSTEMS	\$100.00
15146061	0	217604	18342	GREAT AMERICA LEASIN	AUDIO SYSTEM AT SPD	\$276.06
15146062	0	217605	18342	GREAT AMERICA LEASIN	SECURITY SYSTEM AT SPD	\$1,129.00
66	0	217725	10622	GREEN KING SPRAY SER	CITY PROPERTY MAINT.	\$24,500.00
26154	0	217843	21577	GRISANTI ROBYN - REN		\$1.95
040614	0	217980	20456	GRONKE TOYA ANN	SCOREKEEPER	\$120.00
040614	0	217922	1068	GUNN, DEWAYNE	TOURNAMENT UMPIRE	\$322.00
63448	0	217384	16182	H&H SERVICES GROUP	FILTER SERVICES	\$928.50
040614	0	217923	3031	HABERSTROH CHASE	TOURNAMENT UMPIRE	\$420.00
040614	0	217967	21590	HAMN, KEITH	TOURNAMENT UMPIRE	\$281.00
26151	0	217840	21574	HANCOCK BRIAN & CAO		\$104.63
040614	0	217981	18619	HANNAH DENNIS JR	SCOREKEEPER	\$30.00
403270917	0	217405	3538	HARDIN'S SYSCO	FODDS FOR RE-SELL	\$6,351.26
404039104	0	217422	3538	HARDIN'S SYSCO	FOOD FOR CONCESSIONS	\$160.74
402281456	0	217675	3538	HARDIN'S SYSCO	FOOD FOR RESELL	\$927.19
403229020	0	217375	3538	HARDIN'S SYSCO	SUNFLOWER SEEDS	\$443.00
040614	0	217924	20068	HARRIS CANDLER	TOURNAMENT UMPIRE	\$35.00
040614	0	217982	21352	HARRIS JOSH	SCOREKEEPER	\$40.00
040614	0	217983	21347	HAYES JOSHUA	SCOREKEEPER	\$40.00
040614	0	217925	16579	HAYES ROBERT	TOURNAMENT UMPIRE	\$445.00

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
C226187	0	217394	11578	HD SUPPLY WATERWORK	CHARGING STAND FOR MTR. READING HANDHELDS	\$992.32
C202526	0	217270	11578	HD SUPPLY WATERWORK	CLEAN OUT CAPS - TRINITY LAKES SMOKE TESTING	\$180.60
C155471	0	217265	11578	HD SUPPLY WATERWORK	FIRE HYDRANT MAIN VALVE SEATS/HYRANT REPAIR	\$1,495.50
C227720	0	217393	11578	HD SUPPLY WATERWORK	LAUDERDALE SMOKE TEST PROJECT	\$335.00
C169740	0	217264	11578	HD SUPPLY WATERWORK	METER RISERS	\$355.23
C191855	0	217263	11578	HD SUPPLY WATERWORK	SEWER CLEAN OUT CAPS FOR TRINITY LAKES SEWER	\$180.60
107894	0	217657	11578	HD SUPPLY WATERWORK	SMOKE TEST PROJECT	\$107.50
26060	0	217749	21517	HEBDA PATRICIA		\$111.77
26078	0	217767	21532	HEIFET CHARLES F		\$8.69
26067	0	217756	21524	HENDRIX EMILY		\$35.36
030514B	0	218102	21317	HERNANDEZ ALBERT	RE-ISSUE CASH BOND CK - LOST IN MAIL	\$3,758.75
032714	0	217549	21424	HERNANDEZ JOSE	CASH BOND REFUND	\$790.00
040114	0	217291	21437	HERNANDO BASEBALL	TOURNAMENT REFUND	\$170.00
50928	0	217408	224	HERNANDO EQUIPMENT	PISTON PUMP	\$88.52
6529	0	217682	13793	HERNANDO REDI MIX	MATERIALS	\$140.00
6714	0	217706	379	HERNDON ELECRIC	ELECTRICAL SERVICES	\$160.00
730	0	217566	14106	HERO GEAR	REED, MIKE 2014 ALLOT.	\$137.00
26143	0	217832	21566	HILL JESSICA		\$2.43
040614	0	217926	9479	HILL ROBERT	TOURNAMENT UMPIRE	\$134.00
221479276	0	217528	12713	HILL'S PET NUTRITION	FEED FOR ANIMALS	\$145.28
221454123	0	217527	12713	HILL'S PET NUTRITION	FEED FOR ANIMALS	\$173.66
26130	0	217819	21554	HODGES TIMOTHY		\$111.77

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
26155	0	217844	21578	HOLCOMB GARY W		\$125.00
9087	0	218079	16199	HOLLAND INSURANCE	SPRINGFEST - INSURANCE	\$10,993.13
040614	0	217984	21384	HOLT TANNER MICHAEL	SCOREKEEPER	\$78.00
319040	0	217482	189	HOMER SKELTON FORD	UNIT 3 BRAKES AND SERVICE	\$1,152.66
040614	0	217927	6671	HONORABLE ROZELLE	TOURNAMENT UMPIRE	\$509.00
26074	0	217763	21530	HORN JASON - RENTAL		\$35.83
02570000614	0	217689	1388	HORN LAKE WATER ASSO	5813 PEPPERCHASE DR. - PUBLIC WORKS	\$403.25
06015000614	116024	217257	1388	HORN LAKE WATER ASSO	SEWER - SWEETWATER DR - UTILITIES	\$27.75
040614	0	218019	10115	HOUGUE ALEX LANDEN	SOCCER UMPIRE	\$170.00
26093	0	217782	21545	HUDSON JOE		\$35.36
ME610288MR	0	217655	989	ICM OF MEMPHIS	LIQUISMOKE TEST PROJECT	\$630.00
26079	0	217768	12847	IDI		\$100.00
MARCH-2013	0	217569	14326	INFORMATION INFORM	NCIC SUPPORT	\$224.00
30336	0	217586	949	INTEGRATED COMMUNICA	APRIL 2013 SVC. AGREEMENT	\$1,860.00
033114	115648	217239	17738	INTERNAL REVENUE	PAYMENT - PERIOD ENDING 09/30	\$2,398.30
033114	115650	217241	21428	INTERNAL REVENUE SER	PAYMENT - 1ST QTR. 2014	\$17.68
500028638	0	217348	20490	INTERSTATE BATTERY S	BATTERIES - PARKS	\$250.00
KDT4123	0	217704	12714	IRON MOUNTAIN	SECURE STORAGE SERVICES	\$522.39
29145	0	217429	4494	J R STEWART	SMART START MODULE	\$450.00
040314	0	217455	21468	JACKSON 96ERS BASEBA	TOURAMENT RAINED OUT	\$295.00
040614	0	217928	2742	JEFFERSON WILLIE	TOURNAMENT UMPIRE	\$466.00
26162	0	217851	21584	JENKINS BILLIE		\$27.36

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
626601	0	217262	887	JIMMY GRAY CHEVROLET	DOOR PANEL FOR DUMP TRUCK	\$453.16
265858	0	217513	887	JIMMY GRAY CHEVROLET	IT TRAILBLAZER REPAIRS	\$1,073.19
67406427	0	217541	295	JOHN DEERE CO	SHOVELS, RAKES, SCOOP, LANDSCAPE RAKE	\$1,536.17
040614	0	217929	13176	JOHN KATROSH	TOURNAMENT UMPIRE	\$507.00
26122	0	217811	9672	JOHNNY COLEMAN BLDRS		\$105.48
26118	0	217807	9672	JOHNNY COLEMAN BLDRS		\$110.36
26116	0	217805	9672	JOHNNY COLEMAN BLDRS		\$110.83
26113	0	217802	9672	JOHNNY COLEMAN BLDRS		\$111.77
032814	0	217352	4489	JOHNSON CINDY	AEROBICS INSTRUCTOR	\$540.00
040614	0	218020	16995	JOHNSON KEVIN	SOCCER UMPIRE	\$155.00
26070	0	217759	21527	JONES JOSEPH		\$25.60
040614	0	217985	20710	JONES MARLEE	SCOREKEEPER	\$70.00
26086	0	217775	21539	JONES RHONDA L - RE		\$25.60
26165	0	217854	21587	KARNES VICTORIA L		\$81.08
S2588794	0	217411	2768	KEELING IRRIGATION	PARTS FOR IRRIGATION SYSTEM	\$74.69
26147	0	217836	21570	KIDDY ROGENIA		\$23.54
040614	0	218021	18073	KLINCK ANDREW	SOCCER UMPIRE	\$75.00
040614	0	218022	15544	KLINCK MATTHEW	SOCCER UMPIRE	\$75.00
040614	0	218023	15545	KLINCK ZACHARY A	SOCCER UMPIRE	\$215.00
040614	0	217930	11752	LAMPING, CHASE	TOURNAMENT UMPIRE	\$407.00
040114	0	217311	21457	LAUBACH CRAIG	TOURNAMENT REFUND	\$295.00
71870	0	217536	403	LAWRENCE PRINTING CO	MINUTE BOOK SHEETS	\$219.73

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
26132	0	217821	21556	LEE RIDDLE- HOME REN		\$1.37
26073	0	217762	21529	LEEKE GALE		\$32.29
23773	0	217555	759	LEHMAN ROBERTS CO	PATCHING	\$224.00
23835	0	217464	759	LEHMAN ROBERTS CO	PATCHING	\$234.64
23802	0	217556	759	LEHMAN ROBERTS CO	PATCHING	\$388.64
040614	0	217931	18760	LICCI JOE	TOURNAMENT UMPIRE	\$145.00
26115	0	217804	19711	LIFESTYLE HOMES LLC		\$111.77
26135	0	217824	21559	LISHMAN ANN		\$3.86
040614	0	217986	17645	LITTLE JOSEPH	SCOREKEEPER	\$48.00
040614	0	217987	21351	LLOYD LAURIE	SCOREKEEPER	\$30.00
040314	0	217457	21466	LOFTISS JOHN PERRY	CASH BOND REFUND	\$585.00
040414	0	218084	8981	LOGAN JEFF	RCTA CLAN LAB TRAINING IN MERIDIAN, MS	\$246.00
26133	0	217822	21557	LONGMIRE MARLA		\$63.52
92645159	0	218046	12078	LOUISVILLE SLUGGER	SPECIAL SOUVENIGER BATS	\$2,612.50
040614	0	217988	16895	LUNAMAND SAMANTHA	SCOREKEEPER	\$84.00
75902	0	217676	3011	M & M PROMOTIONS	"BEST OF THE SOUTH" T SHIRTS	\$576.00
75631	0	218059	3011	M & M PROMOTIONS	COMFORT COLOR TEE FOR RESELL	\$459.00
75398	0	217372	3011	M & M PROMOTIONS	EARLY BIRD SHIRTS	\$939.00
75401	0	217367	3011	M & M PROMOTIONS	GRANDKIDS/FIRST CHANCE SHIRTS	\$768.00
75404	0	217370	3011	M & M PROMOTIONS	GRANDKIDS/GREENBROOK SHIRTS	\$300.60
75403	0	217368	3011	M & M PROMOTIONS	GRANDKIDS/SNOWDEN SHIRTS	\$300.60
75442	0	217366	3011	M & M PROMOTIONS	HATS	\$1,374.40

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
75444	0	217365	3011	M & M PROMOTIONS	HENLEY SHIRTS	\$139.90
75435	0	217371	3011	M & M PROMOTIONS	SHOOT OUT SHIRTS	\$759.00
75402	0	217369	3011	M & M PROMOTIONS	SNOWDEN BASEBALL SHIRTS	\$600.00
75629	0	218060	3011	M & M PROMOTIONS	SWEATSHIRT BLANKET RESELL	\$300.00
75630	0	218058	3011	M & M PROMOTIONS	T SHIRTS FOR RESELL	\$183.75
75632	0	218061	3011	M & M PROMOTIONS	TANK TOPS FOR RESELL	\$240.00
75454	0	217467	3011	M & M PROMOTIONS	UNIFORMS	\$489.82
26098	0	217787	8636	M A HOMES		\$112.62
1232	0	217698	18472	M2MANAGEMENT SOLUTIO	FLEET TRACKING SYSTEM	\$1,295.05
040114	0	217293	21439	MADISON LONGHORNS	TOURNAMENT REFUND	\$295.00
10008	0	217509	14117	MADISON SIGNS	PROSECUTORS MANUALS	\$171.00
0183598-IN	0	218041	734	MAGNOLIA ELECTRIC	MOGAL BASE	\$195.00
0183738-IN	0	218040	734	MAGNOLIA ELECTRIC	MOGAL BASE	\$227.50
188947	0	217471	308	MAINTENANCE SUPPLY	PAINT MARKERS KEYSTOCK - STEEL	\$67.56
040614	0	217932	1051	MALONE TERRY	TOURNAMENT UMPIRE	\$1,580.00
26080	0	217769	21533	MANJIYANI AMEERALI		\$29.11
040614	0	217989	20371	MARTIN JEAN CALVERT	SCOREKEEPER	\$54.00
040614	0	218009	21592	MARTIN LAUREN	SCOREKEEPER	\$36.00
769	0	217713	1320	MARTIN MACHINE WORKS	MATERIALS	\$279.00
770	0	217701	1320	MARTIN MACHINE WORKS	MATERIALS	\$388.00
040614	0	217933	13665	MARTINEZ STEVEN JR	TOURNAMENT UMPIRE	\$321.00
040614	0	217934	13456	MARTINEZ, STEVEN	TOURNAMENT UMPIRE	\$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>
09	0	217442	13370	MARY J. CAIN	LINE DANCE CLASS	\$60.00
032714	0	217349	13370	MARY J. CAIN	LINE DANCE INSTRUCTOR	\$60.00
26095	0	217784	21546	MASSEY HOMES BLDGR		\$12.05
26094	0	217783	21546	MASSEY HOMES BLDGR		\$20.72
14229	0	217680	232	MATHESON & ASSOC LLC	ALARM SERVICES FOR PAC	\$1,049.00
14230	0	217681	232	MATHESON & ASSOC LLC	ALARM SERVICES FOR PAC	\$1,524.00
14235	0	218069	232	MATHESON & ASSOC LLC	ALARM SYSTEM REPAIR AT COLLEGE RD	\$95.00
032714	0	217552	21427	MATHESON JAMES CODY	CASH BOND REFUND	\$500.00
57775907	0	218052	1092	MATTHEW BENDER & CO.	MS COURT RULES 2014 SUPPLEMENT	\$21.44
637673	0	217543	7887	MATTRESS FACTORY	MATTRESSES FOR ALL STATIONS	\$2,189.00
040614	0	217990	21342	MAYO CHARLES	SCOREKEEPER	\$36.00
032814	0	217353	16884	MCARTHUR MARGARET	ART INSTRUCTOR	\$105.00
032614	0	217357	16884	MCARTHUR MARGARET	ART INSTRUCTOR	\$105.00
98	0	217418	16884	MCARTHUR MARGARET	ART TEACHER	\$105.00
99	0	218056	16884	MCARTHUR MARGARET	ART TEACHER	\$105.00
26083	0	217772	21536	MCCALEB BRUCE M III		\$20.72
040614	0	218029	21323	MCCLENDON MERRIAH	SOCCER UMPIRE	\$60.00
040614	0	217993	21355	MCCOLLOUGH WILLIAM	SCOREKEEPER	\$72.00
040614	0	217991	21415	MCCORMICK BRAYDEN	SCOREKEEPER	\$60.00
040614	0	217992	18653	MCCORMICK BRENNON J	SCOREKEEPER	\$72.00
040614	0	217994	18597	MCCULLAR MADISON	SCOREKEEPER	\$12.00
26082	0	217771	21535	MCDANIEL DANIEL & TA		\$36.77

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
26166	0	217855	21588	MCGAUGHY ANDREW		\$29.58
26161	0	217850	21583	MCGREGOR BILLY		\$4.05
032514	0	217354	13302	MCMULLIN GLORIA	LINE DANCE INSTRUCTOR	\$240.00
040814	0	217678	16393	MEARS HAROLD	PHONE USAGE	\$25.00
0061131-IN	0	217610	18772	MEDICAL ACCOUNTS REC	EMS BILLING SERVICES - MARCH	\$4,648.10
040314	0	217868	18567	MEMPHIS BARBECUE CO	SPRINGFEST 2014 - CITY OF SOUTHAVEN PAVILION	\$5,744.80
G20642	0	217572	12750	MEMPHIS COMMUNICATIO	REPAIR OF EQUIPMENT - CAMERA	\$250.00
040114	0	217310	21456	MEMPHIS NATIONALS	TOURNAMENT REFUND	\$295.00
173351	0	217281	8159	MEMPHIS READY MIX	MATERIALS	\$153.00
173483	0	217723	8159	MEMPHIS READY MIX	MATERIALS	\$286.00
FEB2014	0	217593	19268	MENTAL HEALTH SERVIC	PATE - PRE EMP. SCREENING	\$195.00
644011	0	217449	21392	MERCURY MEDICAL	CPAP MASKS	\$1,169.42
196806	0	217285	354	METER SERVICE AND SU	(STOCK 3/4" WATER MTR) 3/4" WA	\$8,450.00
196828	0	217436	354	METER SERVICE AND SU	2 - CTS TEE FAMILY DOLLAR	\$98.50
196839	0	217435	354	METER SERVICE AND SU	HERSEY METER	\$297.00
196903	0	217430	354	METER SERVICE AND SU	REGULATORS	\$227.58
196904	0	217433	354	METER SERVICE AND SU	STOCK MATERIALS	\$626.65
032714	0	217346	21465	MEYERETT LISA	SPORTS REFUND	\$55.00
040114	0	217289	21435	MID SOUTH BLUES	TOURNAMENT REFUND	\$295.00
464558	0	217332	6685	MID SOUTH DIGITAL	#A1282 - SPD	\$416.52
464461	0	217334	6685	MID SOUTH DIGITAL	#A1364 - SPD NARCOTICS	\$97.36
464463	0	217329	6685	MID SOUTH DIGITAL	#A1468 - 4TH FLOOR	\$22.83

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
464466	0	217338	6685	MID SOUTH DIGITAL	#A1776 - SFD STATION 3	\$9.86
464502	0	217341	6685	MID SOUTH DIGITAL	#A1860	\$5.98
464462	0	217331	6685	MID SOUTH DIGITAL	#A1861 - SENIOR SERVICES	\$524.78
464617	0	217342	6685	MID SOUTH DIGITAL	#A2214 - PARKS	\$7.44
464503	0	217337	6685	MID SOUTH DIGITAL	#A2388 - CLERKS OFFICE	\$23.41
464504	0	217340	6685	MID SOUTH DIGITAL	#A2406 - PARKS	\$54.72
464441	0	217343	6685	MID SOUTH DIGITAL	#A2615 - GOLF	\$5.90
464459	0	217345	6685	MID SOUTH DIGITAL	#A2761 - COURT	\$16.37
464460	0	217344	6685	MID SOUTH DIGITAL	#A2762 - COURT	\$4.37
464497	0	217328	6685	MID SOUTH DIGITAL	#A3190 - WATER DEPT	\$14.43
464535	0	217333	6685	MID SOUTH DIGITAL	#A3957 - SPD	\$199.88
464587	0	217330	6685	MID SOUTH DIGITAL	#A4675 - COURT DEPT	\$101.95
464918	0	217335	6685	MID SOUTH DIGITAL	#A4738 - SPD E PRECINCT	\$5.55
464538	0	217339	6685	MID SOUTH DIGITAL	#A4872 - SFD	\$74.42
464634	0	217336	6685	MID SOUTH DIGITAL	#G0788 - SPD	\$414.33
83205A	0	217677	6685	MID SOUTH DIGITAL	COPIER	\$1,476.00
82811A-1	0	217448	6685	MID SOUTH DIGITAL	TONER - ADMIN	\$25.29
512588	0	217567	584	MID SOUTH UNIFORM &	PATE, MICHAEL 2014 ALLOT	\$532.00
P08587	0	217283	15391	MID-SOUTH AG EQUIPME	MATERIALS FOR SHOP	\$263.39
27170	0	217503	19694	MID-SOUTH TELECOM	HEADSETS FOR IT	\$1,309.00
27267	0	217728	19694	MID-SOUTH TELECOM	PHONE SERVICE	\$65.00
27239	0	217729	19694	MID-SOUTH TELECOM	PHONE SERVICE	\$130.00

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
27238	0	217730	19694	MID-SOUTH TELECOM	PHONE SERVICE	\$180.00
040614	0	217935	17893	MILLER PEYTON	TOURNAMENT UMPIRE	\$155.00
040614	0	217936	12494	MILTON QUINTIN	TOURNAMENT UMPIRE	\$385.00
041114	0	218101	315	MISSISSIPPI EMT ASSO	VENDOR REGISTRATION FOR MEMTA CONFERENCE	\$300.00
338	0	218053	10178	MISSISSIPPI USSSA	BEST OF THE SOUTH GLOBAL WS 90 TEAMS	\$2,625.00
040114	0	217315	21461	MISSOURI STIXX	TOURNAMENT REFUND	\$295.00
26159	0	217848	21581	MOBLEY MARGIE - REN		\$21.20
040714	0	217451	9661	MOFFETT KEITH	EMT - B LICENSE REIMBURSEMENT	\$50.00
040614	0	218010	18121	MOORE AUSTIN	SCOREKEEPER	\$36.00
041314	0	218080	17572	MOORE MACON	SPRINGFEST - CRAWFISH	\$2,000.00
26145	0	217834	21568	MOORE NICHOLAS		\$23.48
26081	0	217770	21534	MORRIS JR. R.D. - R		\$28.57
040114	0	217302	21448	MS ATHLETICS GOLD	TOURNAMENT REFUND	\$295.00
20803	0	217674	3923	MS SOCCER ASSO	64 REGISTRATIONS	\$191.50
21780	0	217533	958	MS STATE FIRE ACADEM	CALARCO FF INTERVENTION	\$365.00
21758	0	217534	958	MS STATE FIRE ACADEM	SINN - SMOKE DIVER	\$420.00
26112	0	217801	19403	MTR PROPERTIES, INC		\$19.52
040114	0	217314	21460	MUDCATS BASEBALL	TOURNAMENT REFUND	\$295.00
040414	0	218078	1100	MULLINS, MIKE	MISC., BEER PERMIT, TOYS, INK CARTRIDGE, PROPANE,	\$497.39
772	0	217721	1540	MURPHY & SONS, INC.	MATERIALS FOR PROJECT PER CONTRACT	\$2,755.76
781	0	218067	1540	MURPHY & SONS, INC.	REPAIRS TO SHEETROCK AT PEPPERCHASE DRIVE THRU	\$475.00
0000771	0	218044	1540	MURPHY & SONS, INC.	REROOF PROJECT FOR FIRE STATIO	\$25,457.00

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
18529	0	217499	15230	MY-LOR. INC.	HARDRICK TAG	\$8.43
40304906	0	217719	265	MYERS TIRE SUPPLY DI	MATERIALS FOR SHOP	\$5.26
040614	0	217937	4629	NAILS IVAN W	TOURNAMENT UMPIRE	\$40.00
058853	0	218073	1150	NAPA GENUINE PARTS C	ANTIFREEZE	\$24.98
065274	0	217415	1150	NAPA GENUINE PARTS C	BATTERY	\$59.18
056612	0	218074	1150	NAPA GENUINE PARTS C	BATTERY FOR 2008 TRUCK	\$117.70
044826	0	218071	1150	NAPA GENUINE PARTS C	LATEX GLOVES	\$16.53
064203	0	217474	1150	NAPA GENUINE PARTS C	OIL FILTER	\$12.08
045673	0	218072	1150	NAPA GENUINE PARTS C	OIL FILTER	\$64.50
065393	0	217425	1150	NAPA GENUINE PARTS C	OIL FILTER, GLOVES	\$45.69
267501	0	217350	1447	NATURE'S EARTH PRODU	MULCH	\$200.00
040614	0	218024	18077	NAULT OLIVIA	SOCCER UMPIRE	\$80.00
1016623	0	217438	1160	NEEL-SCHAFFER INC	STORMWATER INSPECTIONS	\$5,909.42
26090	0	217779	21543	NELSON ERIC & TINA		\$43.75
040614	0	217938	20070	NEWSOM TIMOTHY	TOURNAMENT UMPIRE	\$35.00
90089	0	217652	1121	NEWTON TROPHY	BEST OF THE SOUTH TROPHIES	\$3,352.35
0060102	0	217485	691	NORTH MISSISSIPPI TI	SPECIALS OPS TIRES	\$735.68
0060110	0	217669	691	NORTH MISSISSIPPI TI	TIRES - TRAILER 870	\$454.20
590805	0	217497	1099	NORTH MS PEST CONTRO	385 STATELINE RD	\$160.00
590804	0	217496	1099	NORTH MS PEST CONTRO	8710 NORTHWEST DR	\$68.00
593127	0	217473	1099	NORTH MS PEST CONTRO	SPRAYING FOR CONCESSIONS	\$369.00
592470090614	116025	217251	1105	NORTHCENTRAL ELECTRI	FREEMAN LANE #3750	\$168.64

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
592470010614	116025	217253	1105	NORTHCENTRAL ELECTRI	GOODMAN RD #3541 - UTILITIES	\$51.29
592470020614	116025	217252	1105	NORTHCENTRAL ELECTRI	MALONE RD. - PARKS	\$185.66
040614	0	218030	21388	NORTON HUNTER REID	SOCCER UMPIRE	\$95.00
032714	0	217460	1136	NWCC-SENATOBIA	REFRESHER BLOCKS	\$2,400.00
032714A	0	217462	1136	NWCC-SENATOBIA	REMAINING REFRESHER BLOCKS	\$1,560.00
040614	0	217939	8250	NYE ERIC	TOURNAMENT UMPIRE	\$190.00
1257-146261	0	217557	7304	O'REILLYS AUTO PARTS	3058-BOLT KIT	\$6.24
1257-146264	0	217558	7304	O'REILLYS AUTO PARTS	3058-TAP	\$4.69
1257-146450	0	217432	7304	O'REILLYS AUTO PARTS	AIR FILTER - TRINITY LAKES WTP	\$42.04
1257-145886	0	217440	7304	O'REILLYS AUTO PARTS	CLEANING SUPPLIES AND FUSE	\$25.65
1257-146538	0	217516	7304	O'REILLYS AUTO PARTS	FLOOR MATS FOR IT VEHICLE - TAHOE	\$26.99
1257-145899	0	217437	7304	O'REILLYS AUTO PARTS	FUEL TREATMENT, OIL, TRAILER PLUGS	\$88.95
1791-295155	0	217279	7304	O'REILLYS AUTO PARTS	MATERIALS FOR SHOP	\$31.98
1791-296136	0	217690	7304	O'REILLYS AUTO PARTS	MATERIALS FOR SHOP	\$33.15
1257-147469	0	217717	7304	O'REILLYS AUTO PARTS	MATERIALS FOR SHOP	\$50.00
1224-487874	0	217718	7304	O'REILLYS AUTO PARTS	MATERIALS FOR SHOP	\$132.99
1257-145902	0	217273	7304	O'REILLYS AUTO PARTS	NO SLIP GLOVES	\$23.97
1257-147154	0	218068	7304	O'REILLYS AUTO PARTS	PUNCH SET	\$24.99
1257-146375	0	217562	7304	O'REILLYS AUTO PARTS	SHOP - THREAD KIT	\$29.28
1791-295377	0	217480	7304	O'REILLYS AUTO PARTS	T-3 BULB	\$2.10
701220453001	0	217582	7600	OFFICE DEPOT	CHAIR MTG. ROOM - COPY PAPER	\$501.04
696421260001	0	217597	7600	OFFICE DEPOT	DVD - R SPINDLES	\$51.78

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
1667273299	0	217502	7600	OFFICE DEPOT	HARD DRIVES	\$119.98
696421184001	0	217596	7600	OFFICE DEPOT	MISC. OFFICE SUPPLIES	\$204.91
040814	0	217613	7820	OLIVER ANDREA	SALES/MARKETING	\$750.00
INV2867105	0	217377	8014	ORR SAFETY	SUNGLASSES	\$424.54
26163	0	217852	21585	PACKARD PAUL		\$20.72
040614	0	217995	21356	PAGE AMY L	SCOREKEEPER	\$90.00
220947	0	217507	983	PARAMOUNT UNIFORMS R	BLDG DEPT UNIFORM SERVICE	\$6.53
222313	0	217616	983	PARAMOUNT UNIFORMS R	BLDG DEPT UNIFORMS	\$6.53
0220916	0	217416	983	PARAMOUNT UNIFORMS R	GOLF UNIFORMS	\$37.36
0220553	0	217526	983	PARAMOUNT UNIFORMS R	MATERIALS BLDG	\$5.00
0221919	0	217530	983	PARAMOUNT UNIFORMS R	MATERIALS BLDG	\$5.00
0219884	0	217359	983	PARAMOUNT UNIFORMS R	MATS @ ARENA	\$38.00
0219875	0	217358	983	PARAMOUNT UNIFORMS R	MATS @ PERFORMING ARTS CTR	\$45.00
0221251	0	217426	983	PARAMOUNT UNIFORMS R	PARKS UNIFORMS	\$349.75
0220555	0	217389	983	PARAMOUNT UNIFORMS R	UNIFORMS	\$27.78
0221921	0	217726	983	PARAMOUNT UNIFORMS R	UNIFORMS	\$27.78
0220556	0	217388	983	PARAMOUNT UNIFORMS R	UNIFORMS	\$100.15
0221922	0	217727	983	PARAMOUNT UNIFORMS R	UNIFORMS	\$100.15
0221920	0	217398	983	PARAMOUNT UNIFORMS R	UNIFORMS	\$140.84
0220554	0	217271	983	PARAMOUNT UNIFORMS R	UNIFORMS	\$146.74
0219575	0	217360	983	PARAMOUNT UNIFORMS R	UNIFORMS - GOLF	\$37.36
0219872	0	217347	983	PARAMOUNT UNIFORMS R	UNIFORMS - PARKS	\$339.94

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
26131	0	217820	21555	PARASOL PROPERTIES 1		\$36.30
25885	0	217431	401	PATE HYDRAULICS	FITTING FOR SEWER TRUCK 811	\$15.65
26127	0	217816	21551	PATEL PARESHKUMAR --		\$95.72
032714	0	217551	21426	PATRICK STEPHANIE	CASH BOND REFUND	\$661.00
1118	0	217615	18943	PATSY CLEEN COMMERC	CLEANING OF CITY HALL/COURT	\$2,649.00
1117	0	217614	18943	PATSY CLEEN COMMERC	CLEANING OF THE TENNIS CTR	\$310.00
68630	0	217402	7885	PAULSEN PRINTING COM	TOURNAMENT TICKETS	\$4,689.00
68446	0	217469	7885	PAULSEN PRINTING COM	VIP PASSES	\$140.00
040614	0	217940	2746	PAYLOR GREGORY C	TOURNAMENT UMPIRE	\$171.00
040614	0	217941	19820	PAYNE ZACHARY	TOURNAMENT UMPIRE	\$23.00
7532	0	217277	615	PAYNES LOCKSMITH SER	KEYS	\$119.85
7524	0	217492	615	PAYNES LOCKSMITH SER	LEVER SET LOCK, KEYS	\$222.50
7534	0	217688	615	PAYNES LOCKSMITH SER	REPAIR COURTROOM DOOR	\$180.00
7533	0	217439	615	PAYNES LOCKSMITH SER	REPAIR LOCK AT AMPHITHEATER	\$170.00
26084	0	217773	21537	PEREZ ROSA		\$19.35
040614	0	217942	21376	PERRIN STANLEY	TOURNAMENT UMPIRE	\$343.00
040114	0	218100	21382	PETTY CASH	SPRINGFEST - START UP MONEY	\$40,000.00
26167	0	217856	21589	PHILLIPS DON		\$30.05
26160	0	217849	21582	PHILLIPS WAYNE		\$15.83
040614	0	217943	1055	PICKENS ABRAHAM	TOURNAMENT UMPIRE	\$529.00
479034	0	217644	971	PITNEY BOWES	SUPPLIES FOR POSTAGE MACHINE	\$580.41
040614	0	217944	19962	PODEWILS CHRIS	TOURNAMENT UMPIRE	\$115.00

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
040614	0	217945	18762	POLISCHECK BRETT	TOURNAMENT UMPIRE	\$189.00
26105	0	217794	19200	PREMIUM HOMES		\$110.36
26146	0	217835	21569	PRICE MARK - RENTAL		\$29.11
26061	0	217750	21518	PRYOR JUNE		\$50.00
040814	0	218095	768	PUBLIC AGENCY TRAINI	FENNELL & GIFFORD - INTERVIEW & INTERROGATIONS	\$590.00
032514	0	217351	11125	PULEO VICKI GREENE	YOGA INSTRUCTOR	\$308.00
14059	0	218066	6525	PUMP DOCTORS	ANNUAL PREVENTIVE MAINT. ON IRRG. PUMP	\$850.00
040114	0	217294	21440	RAWLINGS PROSPECTS	TOURNAMENT REFUND	\$170.00
26063	0	217752	21520	RAY AMANDA		\$171.77
177204	0	217282	370	REBEL EQUIPMENT & SU	MATERIALS FOR EQUIPMENT	\$144.85
040614	0	217946	18763	REED DON	TOURNAMENT UMPIRE	\$167.00
26129	0	217818	21553	REED REMI		\$125.00
118313	0	217362	10865	RELIABLE EQUIPMENT	(2) ECHO BLOWERS	\$799.98
118351	0	217427	10865	RELIABLE EQUIPMENT	HIGH CAP, RAPID LOAD HEAD	\$405.00
118325	0	217407	10865	RELIABLE EQUIPMENT	PISTON RING GASKET	\$249.72
26164	0	217853	21586	REMAK KIMBERLY - REN		\$50.00
040214	0	217859	21475	REVEREND WHITE	SPRINGFEST 2014 - DRAKE WHITE AND THE BIG FIRE BAN	\$1,000.00
032714	0	217550	21425	REYES ANTONIO	CASH BOND REFUND	\$465.75
26077	0	217766	21531	REYNOLDS CHARLES F		\$3.00
040614	0	218031	21324	RIEDE DAWSON	SOCCER UMPIRE	\$30.00
040314	0	217561	13958	RIGGS BOBBY	2014 ALLOT. REIMBURSEMENT FOR CLOTHING	\$254.63
3	0	217671	18047	ROBBINS JANICE	YOGA INSTRUCTOR	\$120.00

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
040614	0	217996	19341	RODGERS BRENNAN	SCOREKEEPER	\$20.00
040114	0	217292	21438	RODGERS CHRISTOPHER	TOURNAMENT REFUND	\$170.00
040614	0	217997	21349	ROGERS JESSICA	SCOREKEEPER	\$70.00
992608	0	218076	21390	ROGUE FITNESS	ROGUE BLACK CONCEPT 2 MODEL PM	\$4,383.99
040614	0	217998	18620	ROLLINS LINDSEY	SCOREKEEPER	\$76.00
040614	0	218032	21387	ROSE EMILY	SOCCER UMPIRE	\$100.00
561	0	217501	19874	RP PRO, LLC	ARC MAIL SERVER YEARLY SUPPORT	\$2,538.00
040614	0	217947	8915	RUCKER JOSEPH M	TOURNAMENT UMPIRE	\$300.00
032514	0	218089	18478	RUSHING BRANNON	ALLOTMENT FOR CLOTHING	\$192.57
0068181	0	217267	8561	S & H SMALL ENGINES	BAR & CHAIN FOR CHAINSAW	\$59.95
0068386	0	217401	8561	S & H SMALL ENGINES	CHAINS FOR SAWS	\$699.35
63179836	0	217470	1135	SAFETY-KLEEN SYSTEMS	WASHER SERVICE SOLVENT	\$108.49
297261	0	217420	294	SAFETY-QUIP	CENTRAL PARK - PORTA POTTIES	\$182.00
297262	0	217409	294	SAFETY-QUIP	PORTA POTTY AT GOLF COURSE	\$103.00
297263	0	217410	294	SAFETY-QUIP	TENNIS CENTER PORTA POTTY	\$71.00
041114	0	218103	21595	SAM'S TOWN TUNICA	HOTEL CHGS. - MALENA - MEMTA CONFERENCE VENDOR REC	\$237.00
26152	0	217841	21575	SANBORN BARBARA & KE		\$25.60
26087	0	217776	21540	SANDERS JOHN D		\$110.83
6796	0	217575	11986	SCALES BIOLOGICAL	201300068720	\$3,600.00
26137	0	217826	21560	SCI GROUP		\$37.95
1731	0	217441	2630	SCOREBOARD SPECIALIS	SCOREBOARD SPECIALIST REPAIR T	\$4,040.08
040114	0	217316	21462	SCOTT COUNTY RIPPERS	TOURNAMENT REFUND	\$295.00

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
FM14000704	0	217428	8128	SENSUS METERING SYST	METER READING HAND HELD SOFTWARE MAINT.	\$1,732.50
040614	0	217948	19963	SHANNON DEMORIA	TOURNAMENT UMPIRE	\$265.00
467816	0	217571	387	SHAPIRO UNIFORMS	CRITES, DAVID 2014 ALLOT	\$139.90
467607	0	217590	387	SHAPIRO UNIFORMS	CRITES, DAVID 2014 ALLOT	\$360.10
467597	0	217591	387	SHAPIRO UNIFORMS	ELDRED, BEVERLY	\$129.95
467676	0	217585	387	SHAPIRO UNIFORMS	EVANS, DON - 2014 ALLOT	\$79.95
467801	0	217570	387	SHAPIRO UNIFORMS	PATE, MICHAEL 2014 ALLOT	\$39.95
467552	0	217598	387	SHAPIRO UNIFORMS	PIERCE, TODD - 2014 ALLOT	\$18.50
040614	0	217949	8251	SHAW JEFF	TOURNAMENT UMPIRE	\$279.00
040614	0	217950	18829	SHAW JUSTIN	TOURNAMENT UMPIRE	\$177.00
040414	0	218087	11109	SHEPPARD, LANCE	K-9 SCHOOL IN LITTLE ROCK, AR	\$246.00
26138	0	217827	21561	SHIRLEY DALE dba SHI		\$75.00
040614	0	218011	21591	SHORT GRANT	SCOREKEEPER	\$70.00
4427716	115646	217238	19345	SIEMENS PUBLIC, INC	SBT ENERGY SAVINGS EQUIPMENT RENTAL	\$23,916.80
89730	0	217424	611	SIGNS & STUFF	2 ALUMINUM SIGNS	\$50.00
89711	0	217468	611	SIGNS & STUFF	GIFT SHOP SIGNS	\$457.50
040614	0	217951	16899	SIMS DALTON	TOURNAMENT UMPIRE	\$324.00
040614	0	217952	9136	SINQUEFIELD MURRAY	TOURNAMENT UMPIRE	\$344.00
0693214IN	0	218093	597	SIRCHIE FINGER PRINT	ROSENBERG/PRUETT REGISTRATION	\$1,200.00
040614	0	218000	18963	SKILLERN KERRY	SCOREKEEPER	\$60.00
26119	0	217808	21078	SKY LAKE CONSTRUCTIO		\$125.00
040614	0	217953	19174	SLAGLE VANCE	TOURNAMENT UMPIRE	\$407.00

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
26065	0	217754	21522	SMALLS MYRA		\$47.40
040614	0	217954	975	SMITH BILLY K	TOURNAMENT UMPIRE	\$736.00
032614	0	217356	17200	SMITH JOYCE W	YOGA INSTRUCTOR	\$25.00
91	0	217417	17200	SMITH JOYCE W	YOGA INSTRUCTOR	\$25.00
92	0	218063	17200	SMITH JOYCE W	YOGA INSTRUCTOR	\$25.00
033114	0	217286	21432	SMITH MICHAEL J	TOURNAMENT REFUND	\$295.00
109631	0	217524	1102	SOUTHAVEN SUPPLY	CLEANING SUPPLIES	\$18.55
110405	0	217529	1102	SOUTHAVEN SUPPLY	EQUIPMENT	\$56.97
109290	0	217361	1102	SOUTHAVEN SUPPLY	MATERIALS - PARKS DEPT	\$379.07
109631B	0	217525	1102	SOUTHAVEN SUPPLY	MATERIALS BLDG.	\$12.99
109122	0	217560	1102	SOUTHAVEN SUPPLY	MOTOR TRAILER MATERIALS	\$25.46
111161	0	217607	1102	SOUTHAVEN SUPPLY	MOTOR TRAILER PARTS	\$129.12
109289	0	217494	1102	SOUTHAVEN SUPPLY	PLIERS, TARPS, BRUSH, REDI MIX	\$263.40
110006	0	217475	1102	SOUTHAVEN SUPPLY	ROPE FOR TRAINING CENTER	\$17.15
110477	0	217538	1102	SOUTHAVEN SUPPLY	STREET MAINT.	\$109.96
110550	0	217563	1102	SOUTHAVEN SUPPLY	TOILET SEAT & MAGNET	\$22.78
111216	0	217658	1102	SOUTHAVEN SUPPLY	TOOLS, MARKING DUCK TAPE, FLAGS	\$446.27
109461	0	217269	1102	SOUTHAVEN SUPPLY	WIRE CONNECTORS, NUTS AND BOLTS	\$514.95
75606	0	217559	11610	SOUTHERN THUNDER	TIE DOWN BRACKETS - MOTOR TRAILER	\$128.61
356066	0	218043	12604	SOUTHLAND TRAILERS	NEW TRAILER FOR PUBLIC WORKS F	\$4,499.00
040614	0	218001	19797	STARKEY BETHANY	SCOREKEEPER	\$136.00
E82728	0	217383	5668	STATE SYSTEMS, INC.	ALARM SERVICES	\$979.70

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
040114	0	217520	955	STATE TREASURER	MONTHLY STATE ASSESSMENTS COLLECTION	\$130,554.65
92097	0	217413	2951	STATELINE TURF & TRA	CHAMBER BODY ASSEMBLY	\$51.56
91667	0	217363	2951	STATELINE TURF & TRA	WAND/TRIGGER ASSY	\$77.80
040814	0	217621	21469	STEPHENSON BRANDI	SPORTS REFUND	\$45.00
040614	0	217955	21406	STEVENS STEVE	TOURNAMENT UMPIRE	\$240.00
040814	116051	217732	2354	STEWART, STEVE	REIMBURSEMENT CHECK FOR BUY MONEY	\$3,440.00
040614	0	217956	8272	STOCKTON RANDY	TOURNAMENT UMPIRE	\$439.00
26121	0	217810	19222	STONEBROOK HOMES		\$110.83
84315	0	217498	701	SUNBELT FIRE APPARAT	GAS TESTER CYLINDER	\$274.37
0113893-IN	0	217694	7500	SWEEPING CORPORATION	SWEEPING SERVICES	\$1,157.78
0113892-IN	0	217697	7500	SWEEPING CORPORATION	SWEEPING SERVICES	\$1,973.17
0113891-IN	0	217696	7500	SWEEPING CORPORATION	SWEEPING SERVICES	\$2,061.32
0113894-IN	0	217695	7500	SWEEPING CORPORATION	SWEEPING SERVICES CONTRACT	\$9,113.04
040614	0	218002	17824	SWINDLE JACOB	SCOREKEEPER	\$96.00
040614	0	217957	3025	SWINDLE JAMES T	TOURNAMENT UMPIRE	\$600.00
040614	0	217958	1039	SWORDS NEAL	TOURNAMENT UMPIRE	\$187.00
26136	0	217825	16147	TANGERY PROPERTIES I		\$166.97
6101	0	217434	2349	TANK PRO INC	WASHOUT GREENBROOK GROUND STORAGE TANK	\$2,400.00
040614	0	217968	19956	TANNER JUSTIN	TOURNAMENT UMPIRE	\$266.00
040614	0	218003	19367	TAYLOR MICHAEL	SCOREKEEPER	\$30.00
040614	0	217959	19033	TERRY CEDRIC	TOURNAMENT UMPIRE	\$118.00
320740	0	217484	20843	TESS COMPANY	OXYGEN	\$83.10

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
PC600588474	0	217684	715	THOMPSON MACHINERY	MATERIALS FOR SHOP	\$3.80
60C907210	0	217715	715	THOMPSON MACHINERY	MATERIALS FOR SHOP	\$3.80
PC600588175	0	217712	715	THOMPSON MACHINERY	MATERIALS FOR SHOP	\$21.66
PC600588473	0	217685	715	THOMPSON MACHINERY	MATERIALS FOR SHOP	\$79.98
60C907203	0	217716	715	THOMPSON MACHINERY	MATERIALS FOR SHOP	\$79.98
60C906932	0	217378	715	THOMPSON MACHINERY	MATERIALS FOR SHOP	\$337.53
PC600588274	0	217724	715	THOMPSON MACHINERY	MATERIALS FOR SHOP	\$337.53
040614	0	217960	10186	TICE CHRIS	TOURNAMENT UMPIRE	\$145.00
24902	0	217423	313	TIM MOTE PLUMBING	REPAIR TO RESTROOMS, FIELD OF DREAMS, VIP & DRESSI	\$1,900.00
6122430	0	217512	5890	TIME WARNER TELECOM	INTERNET & NETWORK CONNECTIVITY	\$5,627.63
031714	0	217553	17131	TITTLE STACY	PER DIEM MILEAGE TO GULFPORT	\$400.48
040114	0	217303	21449	TOMBIGBEE TRIBE	TOURNAMENT REFUND	\$295.00
040614	0	217961	16306	TOUNGETT THOMAS II	TOURNAMENT UMPIRE	\$402.00
1741	0	217708	775	TRAF MARK INC	MATERIALS	\$362.00
040314	0	217867	21481	TRALER PARK, INC	SPRINGFEST 2014 - BAL. DUE JAMEY JOHNSON	\$20,000.00
3567QB	0	217506	9591	TRI FIRMA	1838 WINNER'S CIRCLE	\$447.65
3566QB	0	217504	9591	TRI FIRMA	5813 LINDSAY COVE	\$447.65
3571QB	0	217510	9591	TRI FIRMA	7776 ANDOVER COVE	\$2,051.73
3564QB	0	217505	9591	TRI FIRMA	8745 CARRIAGE DR E	\$1,759.51
3575QB	0	218038	9591	TRI FIRMA	EMERGENCY REPAIR & RELOCATION	\$8,123.49
3572QB	0	217691	9591	TRI FIRMA	INFRASTRUCTURE IMPROVEMENTS	\$356.46
3569QB	0	217693	9591	TRI FIRMA	INFRASTRUCTURE IMPROVEMENTS	\$802.04

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
3573QB	0	217692	9591	TRI FIRMA	INFRASTRUCTURE PROJECT	\$1,610.29
3565QB	0	218077	9591	TRI FIRMA	REPAIRS TO TOWER DRIVE	\$2,838.22
3570QB	0	217518	9591	TRI FIRMA	STARLANDING WEST OF 51	\$922.24
040114	0	217642	469	TRI-STAR COMPANIES,	CITY OWNED BUILDING. SHOULD HAVE	\$88.00
TC3551	0	217274	469	TRI-STAR COMPANIES,	BEEN A N/C PERMI HVAC MAINTENANCE	\$120.00
58841	0	217673	1213	TRI-STATE TROPHY	CHRISTMAS PLACE MAYOR'S CHOICE, 1ST, 2ND	\$253.50
58418	0	217477	1213	TRI-STATE TROPHY	NAME PLATES	\$50.00
59279	0	217479	1213	TRI-STATE TROPHY	TIARA'S	\$345.90
59330	0	217478	1213	TRI-STATE TROPHY	TROPHIES	\$799.25
040114	0	217318	21464	TRIBE BASEBALL	TOURNAMENT REFUND	\$295.00
26088	0	217777	21541	TRZCINSKI MICHAEL SR		\$11.30
040614	0	218004	19807	TURNER HAYDEN	SCOREKEEPER	\$36.00
040614	0	218005	18123	TWEEDY PEYTON	SCOREKEEPER	\$40.00
103403-00	0	217603	1114	UNION AUTO PARTS	3008-PADS	\$40.09
103572-00	0	217602	1114	UNION AUTO PARTS	3008-THERMOSTAT	\$11.71
108711-00	0	217581	1114	UNION AUTO PARTS	3057 - PUMP ASSY, BELT, THERMOSTAT	\$286.13
105500-00	0	217600	1114	UNION AUTO PARTS	3058-PADS	\$79.87
103272-00	0	217601	1114	UNION AUTO PARTS	3059-CALIPER	\$37.33
100517-00	0	217594	1114	UNION AUTO PARTS	3059-ROTOR ASSY & BRAKE PADS	\$140.05
100516-00	0	217595	1114	UNION AUTO PARTS	3091 - ROTORS & PADS	\$348.34
106581-00	0	217578	1114	UNION AUTO PARTS	3094 - PADS & ROTORS	\$155.58
106073-00	0	217576	1114	UNION AUTO PARTS	3094-PADS & ROTORS	\$192.76

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
102007-00	0	217599	1114	UNION AUTO PARTS	3096-PADS & ROTORS	\$348.34
109569	0	217711	1114	UNION AUTO PARTS	MATERIALS FOR SHOP	\$21.92
106931	0	217380	1114	UNION AUTO PARTS	MATERIALS FOR SHOP	\$33.86
104915	0	217381	1114	UNION AUTO PARTS	MATERIALS FOR SHOP	\$46.10
106295-00	0	217577	1114	UNION AUTO PARTS	OIL - SHOP	\$466.56
108594-00	0	217580	1114	UNION AUTO PARTS	TIRE REPAIR & PLUG	\$29.81
118249541-00	0	217491	11187	UNITED RENTALS	BOOM	\$1,393.32
64114	0	217390	16517	UPCHURCH SERVICES, L	HVAC SERVICE PER CONTRACT	\$3,448.00
71288	0	217702	16517	UPCHURCH SERVICES, L	HVAC SERVICES	\$140.00
71288-1	0	217703	16517	UPCHURCH SERVICES, L	HVAC SERVICES	\$598.21
26059	0	217748	21516	VALDERRAMA VIRGINIA		\$50.00
040614	0	218033	21417	VALDEZ GUSTAVO	SOCCER UMPIRE	\$100.00
26062	0	217751	21519	VELASQUEZ KELLY LYNN		\$10.96
040114	0	217304	21450	VENOM BASEBALL 11U	TOURNAMENT REFUND	\$295.00
040114	0	217313	21459	VENOM BASEBALL 13U	TOURNAMENT REFUND	\$295.00
26076	0	217765	6241	VENTURE BLDRS		\$49.10
26114	0	217803	18400	VENTURE SIGNATURE HO		\$110.36
9722430092	0	217511	1095	VERIZON WIRELESS	SPD MIFI'S	\$224.30
266206	0	217266	21107	VERMEER MIDSOUTH INC	GLOVES, MISC., MAINT. MATERIALS	\$79.80
040214	0	217863	21478	VOSBURY COLE	SPRINGFEST 2014 - COLE VOSBURY	\$3,750.00
3194	0	217622	21471	W L CONSTRUCTION SUP	SAW - DIAMOND BLADE	\$409.99
26134	0	217823	21558	WALDROP JAMES D		\$5.00

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
040614	0	218006	20076	WAMMACK TUCKER	SCOREKEEPER	\$30.00
26089	0	217778	21542	WANG JUN		\$36.30
040614	0	217962	18940	WARREN JASON	TOURNAMENT UMPIRE	\$187.00
040614	0	217963	18966	WARREN RONNIE	TOURNAMENT UMPIRE	\$115.00
3216821	0	217487	8127	WASTE CONNECTIONS OF	3376 NAIL - SNOWDEN	\$788.72
3216934	0	217488	8127	WASTE CONNECTIONS OF	4700 STATELINE RD - SOCCER FIELD	\$135.50
3216714	0	217490	8127	WASTE CONNECTIONS OF	ARENA	\$133.01
3217592	0	218081	8127	WASTE CONNECTIONS OF	DUMPSTER	\$127.05
3217460	0	218082	8127	WASTE CONNECTIONS OF	DUMPSTER	\$282.54
3214266	0	217465	8127	WASTE CONNECTIONS OF	GOLF COURSE	\$63.20
3218246	0	217679	8127	WASTE CONNECTIONS OF	RECYCLING SERVICES	\$44,128.90
3214236	0	217489	8127	WASTE CONNECTIONS OF	SNOWDEN GROVE - PARK BLDG.	\$121.09
011014	115647	217235	8127	WASTE CONNECTIONS OF	BILLING RESOLUTION - CONTRACT AGREEMENT	\$42,907.09
040714	0	217404	14380	WATKINS MARK	REIMBURSEMENT FOR EMS DRIVERS LICENSE	\$35.49
032814	0	217481	2084	WEATHERFORD RICHARD	REIMBURSEMENT FOR EMS LICENSE	\$58.79
040614	0	217964	8692	WELCH HENRY	TOURNAMENT UMPIRE	\$215.00
26110	0	217799	19643	WESTIN HOMES, LLC.		\$111.77
26091	0	217780	2411	WHEELER CONST		\$59.71
040114	0	217297	21443	WHITE TOLLIE	TOURNAMENT REFUND	\$295.00
35720	0	217373	11134	WHITFIELD	CHANGED OUT MODULES @ SNOWDEN BALL FIELDS	\$95.00
35958	0	217686	11134	WHITFIELD	ELEC. SERVICE AT PAC	\$407.09
35954	0	217687	11134	WHITFIELD	ELEC. SERVICE FOR COS	\$145.29

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
35627	0	217276	11134	WHITFIELD	ELECTRICAL MAINT.	\$291.97
35614	0	217275	11134	WHITFIELD	ELECTRICAL MAINT.	\$1,450.00
35956	0	217707	11134	WHITFIELD	SAKRETE, LABOR	\$204.00
040114	0	217308	21454	WILLIAM DANIEL RYAN	TOURNAMENT REFUND	\$295.00
040214	0	217862	17352	WILLIAM MORRIS ENDEA	SPRINGFEST 2014 - DEPOSIT FOR COLE VOSBURY	\$3,750.00
040314	0	217866	17352	WILLIAM MORRIS ENDEA	SPRINGFEST 2014 - DEPOSIT FOR JAMEY JOHNSON	\$20,000.00
26149	0	217838	21572	WILLIAMS CLIFFORD- R		\$15.41
26069	0	217758	21526	WILLIAMS LORI JILL		\$26.03
42310	0	218050	2248	WILLIAMS, PITTS & BE	PROFESSIONAL FEES	\$50,707.50
040614	0	218025	19340	WINSTON TIMOTHY	SOCCER UMPIRE	\$190.00
90	0	218055	15915	WISEMAN CYNTHIA	AEROBICS	\$180.00
040614	0	218007	17981	WOODS EMILY GRACE	SCOREKEEPER	\$30.00
040614	0	217965	11652	WRENN DALE	TOURNAMENT UMPIRE	\$337.00
26058	0	217747	21515	WRIGHT JOHN		\$36.77
040614	0	218008	20755	YANIK STEPHANIE	SCOREKEEPER	\$90.00
040414	0	218085	14006	YOAKUM BRETT	RCTA CLAN LAB TRAINING IN MERIDIAN, MS	\$246.00
15969	0	218047	9476	ZEAGER HARDWOOD	WOODCARPET FOR USE AT SNOWDEN	\$2,614.00

Total Invoices Paid on this Docket: \$1,152,968.99

City of Southaven
Docket of Claims



Warrant #: S-041514 & S-041514

Page 1 of 1

City of Southaven Claims Docket
Warrant #: S-041514 & S-041514

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
PI34317	0	217324	223	CROW'S TRUCK SERVICE	ANITFREEZE	\$198.38
PI34619	0	217319	223	CROW'S TRUCK SERVICE	CREDIT	\$-24.08
SI6128	0	217322	223	CROW'S TRUCK SERVICE	E3 FUEL LINE LEAK	\$704.21
SI6098	0	217326	223	CROW'S TRUCK SERVICE	E7 CAB LEAK	\$589.24
SI5975	0	217327	223	CROW'S TRUCK SERVICE	ENGINE 3	\$2,555.87
PI34104	0	217323	223	CROW'S TRUCK SERVICE	FLAPPERS	\$51.68
PI33891	0	217321	223	CROW'S TRUCK SERVICE	HUDRAULIC FITTINGS - STREET DEPT	\$47.42
PI34129	0	217320	223	CROW'S TRUCK SERVICE	HYDRAULIC O RING - STREET DEPT	\$8.00
P35582	0	218036	223	CROW'S TRUCK SERVICE	MATERIALS FOR SHOP	\$59.04
P35767	0	218037	223	CROW'S TRUCK SERVICE	MATERIALS FOR SHOP	\$135.08
S15173	0	218035	223	CROW'S TRUCK SERVICE	REPAIRS TO CREW TRUCK 869	\$1,264.20
SI5892	0	217325	223	CROW'S TRUCK SERVICE	T3 VIS / DOT INSPECTIONS	\$2,336.39
S6439	0	218034	223	CROW'S TRUCK SERVICE	VIS ON HAZMAT TRUCK	\$104.00

Total Invoices Paid on this Docket: \$8,029.43

23.

Executive Session

- Litigation
- Potential Litigation