



**MEETING OF THE MAYOR AND BOARD OF ALDERMEN
SOUTHAVEN, MISSISSIPPI
CITY HALL
December 3, 2013
6:00 p.m.
AGENDA**

- 1. Call To Order**
- 2. Invocation**
- 3. Pledge Of Allegiance**
- 4. Approval Of Minutes: November 19, 2013**
- 5. Sole Source – Parks Dept.**
- 6. Contract Award Recommendation for Stateline Road Drainage Project**
- 7. Flea Market Lease Revision**
- 8. Resolution to Clean Private Property**
- 9. Planning Agenda: Item #1 Application by Linda Bradford for subdivision approval to revise lot 2 of the Airport Industrial Planned Business Park on the west side of Airways, south of Stateline Road**
- 10. Mayor's Report**
- 11. Citizen's Agenda**
- 12. Personnel Docket**
- 13. Committee Reports**
- 14. City Attorney's Legal Update**
- 15. Old Business**
- 16. Claims Docket**
- 17. Executive Session**

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

Minutes, City of Southaven, Southaven, Mississippi



MEETING OF THE MAYOR AND BOARD OF ALDERMEN
SOUTHAVEN, MISSISSIPPI
CITY HALL
November 19, 2013
6:00 p.m.
AGENDA

1. Call To Order
2. Invocation
3. Pledge Of Allegiance
4. Approval Of Minutes: November 5, 2013 and Special Meeting, November 7, 2013
5. Bond Sales Resolution
6. Resolution for Rejecting All Electrical Bids
7. Resolution for Rejecting All Generator Maintenance Bids
8. Resolution to Surplus Pew to County
9. Resolution(s) to Surplus Police Vehicles to other governmental entities
10. Request for Authorization to Bid for Deer Creek Lane Drainage Project
11. Contract Change Order – Hurricane Creek Sewer Project
12. Planning Agenda: Item #1 Request for LPA project activation for the City of Southaven Bike Trail Project TEP
Item #2 Tent permit revisions
13. Mayor's Report
14. Citizen's Agenda
15. Personnel Docket
16. Committee Reports
17. City Attorney's Legal Update
18. Old Business: DeSoto County I-69 Contribution Handbook Amendment
19. Claims Docket
20. Executive Session

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

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MINUTES OF THE REGULAR MEETING OF NOVEMBER 19, 2013 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 19th day of November, 2013 at six o'clock (6:00) p.m. at City Hall.

Present were:

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

Also present were Mayor Musselwhite, Sheila Heath, City Clerk and Nick Manley, City Attorney. Approximately fifty (50) 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 November 5, 2013 with any corrections, deletions, or additions necessary. There being none the motion was seconded by Alderman Brooks. Motion was put to a vote and passed unanimously. Alderman Payne made a motion to approve the minutes of the special meeting of November 5, 2013 with any corrections, deletions, or additions necessary. There being none the motion was seconded by Alderman Gallagher. Motion was put to a vote and passed unanimously.

BOND SALES RESOLUTION

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

Alderman Brooks made the motion to adopt the Bond Sales Resolution. The motion was seconded by Alderman Payne. Alderman Payne asked what stage the City was in with the Bond Sale. Demery Grubbs, Financial Advisor with Government Consultant, Inc., came before the Board and explained that the City received 6 (six) bids today on the \$6,565,000 Bond Sale. He stated that these are for various match funds for ongoing road projects. He added that by accepting the adoption of the Resolution, the Board is accepting the bid of Raymond James at 2.929 %. Mr. Grubbs said that he anticipates closing on the 19th of December and at that point the funds will be made available to the City. Mr. Grubbs then congratulated the Board for maintaining the City's AA Bond Rating. He explained that the City received the interest rate of 2.929 % due to having such a great Bond Rating. Mayor Musselwhite thanked Mr. Grubbs for his services as a consultant to the City. After extensive discussion, this item was put to a roll call vote.

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

Mayor Musselwhite declared the motion carried.

A copy of this Resolution is attached to these minutes.

RESOLUTION FOR REJECTING ALL ELECTRICAL BIDS

RESOLUTION OF CITY OF SOUTHAVEN BOARD OF ALDERMAN REJECTING ALL BIDS FOR ELECTRICAL CONTRACTOR

WHEREAS, the City of Southaven ("City") advertised for pricing for electrical contractors on **October 3, 2013 and October 10, 2013** which will assist the City with electrical work for various facilities; and

WHEREAS, pursuant to the legislative intent of Mississippi Code 31-7-13, the City desires to operate and expend public City money in the most efficient and responsible manner for its citizens; and

WHEREAS, the City's Officers and Board have reviewed the pricing and bids along with the qualifications, responsibility, types of work needed and other information which is responsive to the Advertisement for Pricing for Electrical Contractors to determine which bid is the lowest and best; and

WHEREAS, the City Officers have examined various methods for completing certain tasks for electrical work required in the City and have determined that flat rate method based on individual tasks will provide a cost savings to the City; and

WHEREAS, the electrical specifications issued by the City did not provide for a flat rate method of pricing as drafting specifications for each possible task which may be needed by the City would be inefficient and impossible to determine; and

WHEREAS, the electrical projects anticipated to be needed by the City will be under the Fifty Thousand Dollars and 00/100 (\$50,000.00) threshold required for public bids pursuant to Mississippi Code 31-7-13; and

WHEREAS, the City adheres to the purchasing guidelines set forth in Mississippi Code 31-7-13 and the City Purchase Guidelines, which provides the implementation of the procedures for Mississippi Code 31-7-13; and

WHEREAS, based on the responses by the individual contractors to the City's Advertisement for Pricing for Electrical Contractors, the City is unable to determine the lowest and best bid based on the different hourly prices for certain electrical personnel and the uncertainty of which type of electrical personnel will be utilized for the majority of the work needed by the City; and

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WHEREAS, the City desires to establish a consistent and stable approach with regard to specific tasks and the wide variances in the hourly rates for different electrical personnel as submitted by the responders to the Advertisement for Electrical Pricing does not allow for City to satisfy this demand of the City auditor; and

WHEREAS, the advertised bid specifications allowed for the City to reject any and all bids; and

WHEREAS, the City can save its citizens money and allow for more efficient uses of the public resources and monies by adhering to a flat rate method per individual task, pursuant to the purchasing laws as set forth in Mississippi Code 31-7-13, based on each electrical task; and

NOW THEREFORE, be it resolved as follows:

1. Pursuant to the bid specifications whereby City advertised that it had the discretion to reject any and all bids and the recommendation of the City's Public Works and Director of Operations, the City hereby rejects all electrical bids due to the savings that the City can realize by allowing for a flat rate for an individual task in accordance with the dictates of Mississippi Code 31-7-13 as opposed to an hourly rate as set forth in the bid specifications and responses. Also, the City is unable to determine the lowest and best response to the Bids based on the various pricing for different electrical personnel as will be required and utilized by the City. In addition, the City desires to establish a consistent and stable approach with regard to specific tasks and the wide variances in the hourly rates for different electrical personnel as submitted by the responders to the Advertisement for Electrical Pricing does not allow for City to satisfy this demand of the City auditor. Furthermore, as the Mississippi Supreme Court and multiple Attorney General Opinions have noted, the City Board has great discretion when reviewing bids. *Parker Bros. v. Crawford*, 219 Miss. 199, 209, 68 So.2d 281 (1953).

2. The City Officials, Employees and Representatives shall utilize any and all electrical services in a manner consistent with the laws of Mississippi Code 31-7-13 and the City Purchasing Guidelines.

3. The City does not currently have any current electrical contracts with any third parties, as no prior approval for any current or binding contracts are located in the minutes; however, to the extent any such contract is or has been claimed by any third party, the City voids all electrical contracts with the City as it is well-settled in Mississippi that governing authorities of a municipality may not bind their successors in office to a contract which takes away the successor board's rights and powers conferred by law. *Biloxi Firefighters Assoc. v. City of Biloxi*, 810 So.2d 589 (Miss.2002).

3. The Mayor or his designee is authorized to act in a manner consistent with the intent and purpose of this Resolution.

4. In the event, the City determines that re-bidding the electrical services is necessary based on the lack of cost savings to the City, the City may re-bid the pricing in a manner consistent with Mississippi Code 31-7-13.

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

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

RESOLVED AND DONE, this 19th day of November, 2013.

Darren Musselwhite, MAYOR

ATTEST:

Sheila Heath, CITY CLERK

RESOLUTION FOR REJECTING ALL GENERATOR MAINTENANCE BIDS

RESOLUTION OF CITY OF SOUTHAVEN BOARD OF ALDERMAN REJECTING ALL BIDS FOR GENERATOR MAINTENANCE

WHEREAS, the City of Southaven ("City") advertised for pricing for generator maintenance on **October 3, 2013 and October 10, 2013** which will assist the City with generators for various facilities and items; and

WHEREAS, pursuant to the legislative intent of Mississippi Code 31-7-13, the City desires to operate and expend public City money in the most efficient and responsible manner for its citizens; and

WHEREAS, the City's Officers and Board have reviewed the pricing and bids along with the qualifications, responsibility, types of work needed and other information which is responsive to the Advertisement for Pricing for Generator Maintenance to determine which bid is the lowest and best; and

WHEREAS, the City Officers have examined various methods for completing generator maintenance required in the City and have determined that an ongoing contract is not necessary or suggested to address the issue of generator maintenance efficiently and due to the cost savings for the City and the critical nature of this equipment in maintaining the safety of City personnel and its citizens, the City desires to request quotes, if required, from qualified vendors when maintenance is needed as opposed to a flat rate method based on individual tasks; and

WHEREAS, Mississippi Code 31-7-1(g) specifically exempts routine repair and regularly scheduled maintenance from the definition of "Construction;" however, the City desires to adhere to the purchasing guidelines set forth in Mississippi Code 31-7-13 and the City Purchase Guidelines with regard to the generator maintenance; and

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WHEREAS, even if the generator maintenance were included in the definition of construction pursuant to Mississippi Code 31-7-1(g), the generator maintenance anticipated to be needed by the City will be under the Fifty Thousand Dollars and 00/100 (\$50,000.00) threshold required for public bids pursuant to Mississippi Code 31-7-13; and

WHEREAS, based on the responses by the individual contractors to the City's Advertisement for Pricing for Generator Maintenance, the City is unable to determine the lowest and best bid based on the different hourly prices combined with the actual experience of each responder; and

WHEREAS, the City desires to establish a consistent and stable approach with regard to specific tasks and compliance with Mississippi Code 31-7-13; and

WHEREAS, the advertised bid specifications allowed for the City to reject any and all bids; and

WHEREAS, the City can save its citizens money and allow for more efficient uses of the public resources and monies by adhering to the guidelines set forth in Mississippi Code 31-7-13 per individual task for each generator maintenance task; and

NOW THEREFORE, be it resolved as follows:

1. Pursuant to the bid specifications whereby the City advertised that it had the discretion to reject any and all bids and the recommendation of the City's Public Works and Director of Operations, the City hereby rejects all generator maintenance bids due to the savings that the City can realize by allowing the City to request quotes, if required, from qualified vendors in accordance with the dictates of Mississippi Code 31-7-13 when maintenance is needed as opposed to a flat rate method as set forth in the bids. Also, the City notes that Mississippi Code 31-7-1(g) specifically exempts routine repair and regularly scheduled maintenance from the definition of "Construction." In addition, the City is unable to determine the lowest and best response to the Bids based on the responses when combining the hourly rates and experience of each contractor as will be required and utilized by the City. Furthermore, as the Mississippi Supreme Court and multiple Attorney General Opinions have noted, the City Board has great discretion when reviewing bids. *Parker Bros. v. Crawford*, 219 Miss. 199, 209, 68 So.2d 281 (1953).

2. The City Officials, Employees and Representatives shall utilize any and all generator maintenance services in a manner consistent with the laws of Mississippi Code 31-7-13 and the City Purchasing Guidelines.

3. The City voids all current generator maintenance contracts with the City as it is well-settled in Mississippi that governing authorities of a municipality may not bind their successors in office to a contract which takes away the successor board's rights and powers conferred by law. *Biloxi Firefighters Assoc. v. City of Biloxi*, 810 So.2d 589 (Miss.2002).

3. The Mayor or his designee is authorized to act in a manner consistent with the intent and purpose of this Resolution.

4. In the event, the City determines that re-bidding the generator maintenance services is necessary based on the lack of cost savings to the City, the City may re-bid the pricing in a manner consistent with Mississippi Code 31-

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7-13. Following the reading of the foregoing Resolution, Alderman Payne made the motion and Alderman Gallagher seconded the motion for its adoption. The Mayor put the question to a roll call vote, and the result was as follows:

Alderman William Brooks	YES
Alderman Kristian Kelly	YES
Alderman Shirley Beshears	NO
Alderman George Payne	YES
Alderman Joel Gallagher	YES
Alderman Scott Ferguson	YES
Alderman Raymond Flores	YES

RESOLVED AND DONE, this 19th day of November, 2013.

Darren Musselwhite, MAYOR

ATTEST:

Sheila Heath, CITY CLERK

RESOLUTION TO SURPLUS PEW TO COUNTY

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

WHEREAS, the City of Southaven ("City") is presently in possession of a wooden pew ("property") which is being stored by the City; and

WHEREAS, the Mayor and Board of Aldermen are desirous of selling the above referenced property for the sum of One Dollar (\$1.00), pursuant to Section 31-7-13(m)(vi) of the Mississippi Code (1972), and

WHEREAS, the Mayor and Board of Aldermen hereby authorize the City Clerk to sell the property to Desoto County, Mississippi for the sum of One Dollar (\$1.00) as the cost of maintaining and storing the property will create an unnecessary financial burden on the Citizens of the City of Southaven, Mississippi.

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

1. The City Clerk is hereby authorized to sell to Desoto County, Mississippi the above described property for the sum of One Dollar (\$1.00), pursuant to Section 31-7-13(m)(vi) of the Mississippi Code (1972).

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2. The Mayor and Board of Aldermen do hereby determine that the sale of the property, as set forth herein, is in the best interest of the taxpayers of Southaven, Mississippi.

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

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

RESOLVED AND DONE, this 19th day of November, 2013.

Darren Musselwhite, MAYOR

ATTEST:

Sheila Heath, CITY CLERK

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

Mr. Manley stated that this resolution will allow the City to donate a pew to the County. Alderman Ferguson made the motion to accept the resolution to surplus a pew to the county. Motion was seconded by Alderman Payne. Alderman Beshears stated that the pew was needed to secure inmates at the Justice Court.

RESOLUTION TO SURPLUS POLICE VEHICLES TO OTHER GOVERNMENTAL ENTITIES

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI DECLARING SURPLUS PROPERTY AND AUTHORIZING THE SALE OF SAME TO GLENDORA, MISSISSIPPI POLICE DEPARTMENT

WHEREAS, the City of Southaven is presently in possession of the following surplus property –2005 Ford Crown Victoria Police Interceptor, VIN # 2FAFP71W85X163690, Asset # 2667 (“property”), and

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WHEREAS, the Mayor and Board of Aldermen are desirous of selling the above referenced property for the sum of One Dollar (\$1.00), pursuant to Section 31-7-13(m)(vi) of the Mississippi Code (1972), and

WHEREAS, the Mayor and Board of Aldermen hereby authorize the Southaven Police Department to sell such item to the Glendora, Mississippi Police Department for the sum of One Dollar (\$1.00) as the cost of maintaining and storing the property will create an unnecessary financial burden on the Citizens of the City of Southaven, Mississippi.

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

3. The Southaven Police Department be, and is hereby authorized to sell to Glendora, Mississippi Police Department the above described property for the sum of One Dollar (\$1.00), pursuant to Section 31-7-13(m)(vi) of the Mississippi Code (1972).
4. The City Clerk remove the item from the City's Asset List.
5. The Mayor and Board of Aldermen do hereby determine that the sale, as set forth herein, is in the best interest of the taxpayers of Southaven, Mississippi.

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

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

RESOLVED AND DONE, this 19th day of November, 2013.

Darren Musselwhite, MAYOR

ATTEST:

Sheila Heath, CITY CLERK

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

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MISSISSIPPI POLICE DEPARTMENT

WHEREAS, the City of Southaven is presently in possession of the following surplus property –2005 Ford Crown Victoria Police Interceptor, VIN # 2FAFP71W15X163689, Asset # 2666 (“property”), and

WHEREAS, the Mayor and Board of Aldermen are desirous of selling the above referenced property for the sum of One Dollar (\$1.00), pursuant to Section 31-7-13(m)(vi) of the Mississippi Code (1972), and

WHEREAS, the Mayor and Board of Aldermen hereby authorize the Southaven Police Department to sell such item to the Tchula, Mississippi Police Department for the sum of One Dollar (\$1.00) as the cost of maintaining and storing the property will create an unnecessary financial burden on the Citizens of the City of Southaven, Mississippi.

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

6. The Southaven Police Department be, and is hereby authorized to sell to Tchula, Mississippi Police Department the above described property for the sum of One Dollar (\$1.00), pursuant to Section 31-7-13(m)(vi) of the Mississippi Code (1972).
7. The City Clerk remove the item from the City’s Asset List.
8. The Mayor and Board of Aldermen do hereby determine that the sale, as set forth herein, is in the best interest of the taxpayers of Southaven, Mississippi.

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

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

RESOLVED AND DONE, this 19th day of November, 2013.

Darren Musselwhite, MAYOR

ATTEST:

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Sheila Heath, CITY CLERK

REQUEST FOR AUTHORIZATION TO BID FOR DEER CREEK LANE DRAINAGE PROJECT

Mayor Musselwhite stated that in 2012 the City thought there was a potential road collapse on Deer Creek Lane and made a decision to change out the culvert underneath the road that resulted in flooding problems for three (3) homeowners. Mayor Musselwhite stated that the City is responsible for changing the culvert and correcting the problem. Alderman Payne made the motion to advertise for bids for the Deer Creek Lane Drainage Project. Motion was seconded by Alderman Beshears. Motion was put to vote and passed unanimously.

CONTRACT CHANGE ORDER – HURRICANE CREEK SEWER PROJECT

Sean Hilsdon with Neel-Schaffer came before the Board to request an extension of fifty-two (52) days from the contractor, Enscor LLC, to allow enough time to complete the job. The reason for the time extension is due to delays associated with allowing the farmer to harvest the wheat crop prior to contractor disturbance. Alderman Brooks made the motion to accept the extension. Motion was seconded by Alderman Ferguson. Motion was put to vote and passed unanimously.

A copy of the contract change order is attached to these minutes.

PLANNING AGENDA

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

ITEM #1 Request for LPA project activation for the City of Southaven Bike Trail Project TEP

Mrs. Choat – Cook made a request to the Board to grant Mayor Musselwhite permission to sign the activation letter for the LPA Project. She stated that once it is signed, she will be able to get it to MDOT in order to move forward with the project. She said that the multi-use trail will start at Central Park on Tchulahoma, will carry South and cross over Goodman Road down to the future Nail Road, then east crossing over Getwell Road and end at Snowden Grove Park. Alderman Brooks made the motion to grant Mayor Musselwhite permission to sign the activation letter. Motion was seconded by Alderman Gallagher. Motion was put to vote and passed unanimously.

A copy of the activation request letter is attached to these minutes.

ITEM #2 Tent permit revisions

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Mrs. Choat-Cook requested that the Tent Permit application be altered from two (2) permits for two (2) weeks to four (4) permits and for one (1) week at a time. She further stated that businesses could run for four (4) weeks concurrently if they choose to do so, but would have to pay four (4) separate permit fees. Alderman Brooks made the motion to revise the tent permit. Motion was seconded by Alderman Gallagher. Motion was put to a roll call vote and passed unanimously.

MAYOR'S REPORT

Mayor Musselwhite stated that Saturday, November 30, 2013 has been proclaimed "Small Business Saturday" in Southaven. Mayor Musselwhite encouraged everyone to shop at locally, independently owned businesses to promote economic growth and jobs.

CITIZEN'S AGENDA

Don Daniels came before the Board and stated that the City should give discounts to Senior Citizens at the ball parks, City golf courses and to waive all fees for public records. Mr. Daniels also expressed that he would like the streets in Colonial Hills Subdivision to be swept more often. Mr. Daniels then expressed concerns about his Church (Nazarene Church on Dorchester) receiving a citation for needing to paint their buildings and to clean up the grounds. Mayor Musselwhite explained to Mr. Daniels that Senior Citizens do receive a discount to play on City Golf Courses and that there is a thought process involved when deciding what fees to charge for specific services offered within the City. Mayor Musselwhite explained that the streets in Colonial Hills were being swept and that it is on a rotation. Mayor Musselwhite further stated the City needs the churches to help set an example for others. Mayor Musselwhite thanked Mr. Daniels for coming before the Board with his concerns.

Linda Temple with the Southaven North Neighborhood Watch came before the Board to express her appreciation for all of the assistance she received with her neighborhood block party on October 26, 2013. Ms. Temple wanted to thank Alderman Beshears and Alderman Kelly for attending the party. Ms. Temple also presented a thank you certificate to Josh Bearden with BLC Services, Police Chief Tom Long, Fire Chief Ronnie White and Parks Director Mike Mullins for helping to make their block party such a huge success.

PERSONNEL DOCKET

Personnel

Docket

November 19,
2013

Payroll Additions	Position	Department	Start Date	Rate of Pay
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Payroll Adjustments	Previous Classification	New Classification	Effective Date	Rate of Pay
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Employee	Department	Action Taken	Effective Date	With/Without
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				Pay
Name				
				Rate of Pay
Payroll Deletions	Position	Department	Termination Date	
	Patrol Officer		November 19,	
Andrew White	II	Police - 211	2013	\$18.87

Alderman Brooks made the motion to approve the Personnel Docket of November 19, 2013 as presented to this Board. Motion was seconded by Alderman Ferguson. The motion was put to vote and passed unanimously.

COMMITTEE REPORTS

Alderman Gallagher stated that he and the Utility Committee are currently looking into the possibility of making utility payments at kiosks. Alderman Gallagher stated that they need to determine if this option will work with Munis.

CITY ATTORNEY'S LEGAL UPDATE

Mr. Nick Manley, City Attorney did not have any legal updates.

OLD BUSINESS

DeSoto County I-69 Contribution

Mayor Musselwhite stated that all though the I-69 Project is ongoing the County has asked that the City of Southaven make a contribution of \$500.00 toward the research of the Project. Alderman Gallagher made the motion to pay the \$500.00. Motion was seconded by Alderman Payne. Motion was put to a roll call vote.

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

A copy of the contribution request letter is attached to these minutes.

Handbook Amendment

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Mayor Musselwhite reported that there would not be any discussion at this meeting in regards to the vehicle use policy. Mayor Musselwhite stated that this item would be discussed at another time.

PROGRESS REPORTS

No Progress Report

CLAIMS DOCKET

Alderman Ferguson left the room.

A motion was made by Alderman Payne to approve the Claims Docket of November 19, 2013, including demand checks and payroll in the amount of \$707,915.75 Motion was seconded by Alderman Brooks.

Excluding voucher numbers:

211124, 211125, 211131, 211163, 211164, 211165.

Roll call was as follows:

ALDERMAN	VOTED
Alderman Brooks	YES
Alderman Kelly	YES
Alderman Beashears	YES
Alderman Payne	YES
Alderman Gallagher	YES
Alderman Ferguson	ABSENT
Alderman Flores	YES

Having received a majority of affirmative votes, the Mayor Musselwhite declared that the motion was carried and approved for payment on this the 19th day of November, 2013.

Alderman Ferguson re-entered the room.

EXECUTIVE SESSION

A motion was made by Alderman Payne to move for a closed determination of the issue on whether or not to declare an Executive Session. Motion was seconded by Alderman Brooks. Motion was put to vote and passed unanimously. Alderman Payne made the motion to go into Executive Session for the purpose of discussing litigation and land acquisition. Motion was seconded by Alderman Brooks. Motion was put to a vote and passed unanimously by the raise of hands.

The Board considered the claim filed by Mr. Williams at JoAnn Drive. After reviewing the facts and with the goal avoiding of litigation, a motion was made by Alderman Brooks to make an offer not to exceed Seven Thousand Dollars to Mr. Williams. Motion was seconded by Alderman Beshears. The motion passed unanimously.

The Board considered the temporary drainage easement for Glenn and Wanda Johnson at 91 Woodland Trace South. A motion was made by

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Alderman Payne to accept the temporary drainage easement and authorize the Mayor to sign the easement to allow for the work to be completed at temporary drainage easement. Motion was seconded by Alderman Gallagher. The motion passed unanimously.

The Board considered the need for new personnel in the Court Department for a prosecutor. The Board discussed that based on the current Recommendation from Court personnel; there is a need for an additional prosecutor. In addition, it was noted that a public defender is retiring, so there will be no increased cost to the City as the retiring public defender salary will be the same as the new prosecutor. The Board considered the character and experience of Ravonda Griffin and a motion was made by Alderman Beshears to appoint Ravonda Griffin as a prosecutor for the City of Southaven and include her on the personnel docket. Motion was seconded by Alderman Gallagher. The motion passed unanimously.

There being no further business to come before the Board of Aldermen, a Motion was made by Alderman Kelly to adjourn. Motion was seconded by Alderman Flores. Motion was put to a vote and passed unanimously, November 19, 2013 at 7:15 p.m.

Darren Musselwhite, Mayor

Sheila Heath, City Clerk

(Seal)

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RESOLUTION DIRECTING THE SALE AND AWARD OF GENERAL OBLIGATION BONDS, SERIES 2013A (THE "BONDS") OF THE CITY OF SOUTHAVEN, MISSISSIPPI, DATED DECEMBER 1, 2013, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED SIX MILLION FIVE HUNDRED SIXTY FIVE THOUSAND DOLLARS (\$6,565,000); AND A RESOLUTION APPROVING AND AUTHORIZING THE FORM OF, EXECUTION AND DISTRIBUTION OF AN OFFICIAL STATEMENT PERTAINING TO BONDS.

WHEREAS, the Mayor and Board of Aldermen of the City of Southaven, Mississippi (the "Governing Body"), acting for and on behalf of the City of Southaven, Mississippi (the "City"), hereby finds, determines, adjudicates and declares as follows:

1. The Governing Body on November 5, 2013, did adopt a resolution directing that General Obligation Bonds, Series 2013A (the "Bonds"), of the City in the principal amount of Six Million Five Hundred Sixty Five Thousand Dollars (\$6,565,000) be offered for sale on sealed bids to be received up until the hour of 3:00 o'clock p.m. on November 19, 2013 by the City Clerk of the City in her office in the City Hall for subsequent presentation to the Governing Body of the City, in its meeting place in the City Hall of the City at a meeting scheduled for 6:00 o'clock p.m. on November 19, 2013.

2. As directed by the aforesaid resolution, notice of sale of the Bonds was duly published in the *Desoto Times Tribune*, a newspaper published in and having a circulation in the City and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended, said notice having been published in said newspaper on November 7 and 14, 2013, the first publication having been made at least ten (10) days preceding November 19, 2013, all as shown by the proof of publication of said notice filed in the office of the Clerk and attached hereto as **EXHIBIT B**.

3. The Governing Body did meet at their meeting place in the City Hall in the City of Southaven, Mississippi, at 6:00 o'clock P.M. on November 19, 2013.

4. At said time and place six (6) proposals for the purchase of the Bonds were examined and considered by the Governing Body, said bids having heretofore been presented by and being on file with the Clerk.

5. The Governing Body does now find, determine and adjudicate that the highest and best bid made and offered for the Bonds on the basis of the lowest net interest cost over the life of the issue was made by Raymond James & Associates, Inc., Memphis, Tennessee, and said bid was accompanied by a cashier's check, certified check or exchange payable to the City in the amount of One Hundred Thirty One Thousand Three Hundred Dollars (\$131,300.00), issued or certified by a bank located in the State of Mississippi, as a guarantee that said bidder would carry out its contract and purchase the Bonds if its bid be accepted.

6. The Governing Body finds it necessary to approve the form of, execution and distribution of an Official Statement for the Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY AS FOLLOWS:

SECTION 1. The Bonds are hereby awarded and sold to Raymond James & Associates, Inc., Memphis, Tennessee, in accordance with the offer submitted to the Governing Body in words and figures as follows:

Minutes, City of Southaven, Southaven, Mississippi

OFFICIAL BID FORM

November 19, 2013

Board of Aldermen
 City of Southaven, Mississippi
 City Hall, 8710 Northwest Drive
 Southaven, Mississippi 38671

Gentlemen:

We hereby offer to pay \$6,695,018.15 plus accrued interest to the date of delivery for the Six Million Five Hundred Sixty-Five Thousand Dollars (\$6,565,000) principal amount General Obligation Bonds, Series 2013A, dated December 1, 2013 (the "Bonds"), of the City of Southaven, Mississippi (the "City"), as described in the Notice of Bond Sale, dated November 5, 2013, maturing and bearing interest as follows:

<u>YEAR OF MATURITY</u>	<u>PRINCIPAL AMOUNT</u>	<u>INTEREST RATE</u>	<u>YEAR OF MATURITY</u>	<u>PRINCIPAL AMOUNT</u>	<u>INTEREST RATE</u>
2014	\$230,000	<u>2.50</u>	2024	\$330,000	<u>2.50</u>
2015	240,000	<u>2.50</u>	2025	340,000	<u>3.00</u>
2016	250,000	<u>2.50</u>	2026	350,000	<u>3.00</u>
2017	260,000	<u>2.50</u>	2027	365,000	<u>3.00</u>
2018	265,000	<u>2.50</u>	2028	375,000	<u>3.00</u>
2019	275,000	<u>2.50</u>	2029	390,000	<u>3.25</u>
2020	285,000	<u>2.50</u>	2030	405,000	<u>3.50</u>
2021	295,000	<u>2.50</u>	2031	415,000	<u>3.50</u>
2022	305,000	<u>2.50</u>	2032	430,000	<u>3.50</u>
2023	315,000	<u>2.50</u>	2033	445,000	<u>3.50</u>

Based upon the interest rate or rates specified above, we compute the gross interest cost to the City to be \$2,367,600.00, the net interest cost (deducting premium of \$130,018.15, if any) to be \$2,237,481.85 and the average annual net interest rate from the date of the Bonds to their respective maturities to be 2.929 %.

If there is any discrepancy as between the actual interest cost computed upon the rate or rates of interest above specified and the interest cost or average rate hereinabove set forth, the interest rate or rates above specified and the actual interest cost or average interest rate computed upon said rate or rates shall prevail.

A (cashier's check) (certified check) (bank exchange), issued or certified by a bank located in the State of Mississippi and payable to the order of the City of Southaven, Mississippi, in the amount of One Hundred Thirty One Thousand Three Hundred Dollars (\$131,300)

Minutes, City of Southaven, Southaven, Mississippi

accompanies this proposal as a guarantee that we will carry out this contract and accept delivery of the Bonds if this proposal is accepted, which shall be returned to the undersigned (1) if this bid be not accepted or (2) if the City should fail to deliver the Bonds to the undersigned in accordance with the terms of this proposal, or applied as and for liquidated damages in the event that the undersigned fails to take up and pay for the Bonds.

This proposal is submitted subject to all of the terms and conditions of the Notice of Bond Sale, dated November 5, 2013, which by reference is hereby made a part of this Bid.

BIDDER: Raymond James Assoc
BY: Harold Harts
TITLE: 1st VP

Associates (if any):

N/A

Return of good faith deposit is hereby acknowledged.

DATE: _____

BY: _____

ACCEPTANCE

The above proposal accepted by resolution of the Board of Aldermen of the City and receipt of the within-mentioned check is hereby acknowledged.

CITY OF SOUTHAVEN, MISSISSIPPI

BY: Sheila Heath
City Clerk

(SEAL)

18302763 v1



Minutes, City of Southaven, Southaven, Mississippi

SECTION 2. The Mayor and Clerk are hereby authorized and directed to endorse upon a copy or duplicate of the aforesaid offer a suitable notation as evidence of the acceptance thereof, for and on behalf of the City.

SECTION 3. The good faith checks filed by all unsuccessful bidders shall forthwith be returned to them upon their respective receipts therefor, and the good faith check filed by the successful bidder shall be retained by the Governing Body as a guarantee that said bidder shall carry out its contract and purchase the Bonds. If said successful bidder fails to purchase the Bonds pursuant to its bid and contract, the amount of such good faith check shall be retained by the City as liquidated damages for such failure.

SECTION 4. The Bonds shall be in fully registered form; shall be dated December 1, 2013; shall be of the denomination of \$5,000 each or integral multiples thereof up to the amount of a single maturity; shall be numbered from one (1) upward in order of issuance; shall be payable, both as to principal and interest, in lawful money of the United States of America at the principal office of the Regions Bank, Jackson, Mississippi, a bank acting as a paying agent, registrar and transfer agent for said Bonds (the "Paying Agent"); shall bear interest from the date thereof at the rates or rates specified by further order of the Governing Body, payable on June 1 and December 1 of each year (each an "Interest Payment Date"), commencing December 1, 2014; and shall mature and become due and payable on December 1 in the years and in the principal amount as follows:

YEAR	AMOUNT	INTEREST RATE	YEAR	AMOUNT	INTEREST RATE
2014	\$230,000	2.50%	2024	\$330,000	2.50%
2015	240,000	2.50	2025	340,000	3.00
2016	250,000	2.50	2026	350,000	3.00
2017	260,000	2.50	2027	365,000	3.00
2018	265,000	2.50	2028	375,000	3.00
2019	275,000	2.50	2029	390,000	3.25
2020	285,000	2.50	2030	405,000	3.50
2021	295,000	2.50	2031	415,000	3.50
2022	305,000	2.50	2032	430,000	3.50
2023	315,000	2.50	2033	445,000	3.50

Bonds maturing on December 1, 2024 and thereafter, are subject to redemption prior to their stated dates of maturity, at par, plus accrued interest to the date of redemption, either in whole, or in part, at any time on or after December 1, 2023.

SECTION 5. The Governing Body of the City of Southaven, Mississippi, hereby approves and adopts the Official Statement in the form attached hereto as **EXHIBIT A**, and hereby authorizes the Mayor and Clerk to sign and distribute an Official Statement, in substantially the same form, for and on behalf of said Governing Body.

SECTION 6. All orders, resolutions or proceedings of the Governing Body in conflict with the provisions of this resolution shall be and are hereby repealed, rescinded and set aside, but only to the extent of such conflict.

Minutes, City of Southaven, Southaven, Mississippi

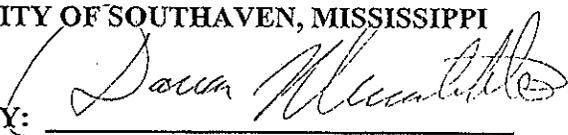
SECTION 7. For cause, this resolution shall become effective immediately upon the adoption thereof.

Alderman Brooks moved the adoption of the foregoing Resolution, Alderman Payne seconded the motion, and the question being put to a roll call vote, the result was as follows:

Alderman Kristian Kelly	voted: <u>YPS</u>
Alderwoman Shirley Beshears	voted: <u>YPS</u>
Alderman George Payne	voted: <u>YPS</u>
Alderman Joel Gallagher	voted: <u>YPS</u>
Alderman Scott Ferguson	voted: <u>YPS</u>
Alderman Raymond Flores	voted: <u>YPS</u>
Alderman-At-Large William Brooks	voted: <u>YPS</u>

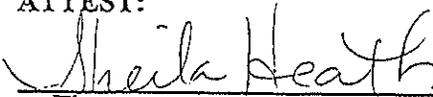
The motion having received the foregoing vote of the Board of Aldermen, the Mayor declared the motion and the resolution adopted, on this the 19th day of November, 2013.

CITY OF SOUTHAVEN, MISSISSIPPI

BY: 

DARREN MUSSELWHITE
MAYOR

ATTEST:


SHEILA HEATH
CITY CLERK

(SEAL)



Minutes, City of Southaven, Southaven, Mississippi

P
BOND SALE \$6,565,000

Advertisement of Publication

DESOTO TIMES-TRIBUNE

CITY OF MISSISSIPPI }
COUNTY OF DESOTO }

JUDY SMITH, being duly sworn, says:

I am a Clerk of the DESOTO TIMES-TRIBUNE, a newspaper of general circulation in said county, published at Southaven, DeSoto County, MS; that the publication, a copy of which is printed hereon, was published in the said newspaper on the following dates:

November 07, 2013, November 14, 2013

The said newspaper was regularly issued and circulated on the above dates.

Witness my hand and seal this 14th day of November, 2013.

Judy Smith

Witness my hand and sworn to me this 14th day of November, 2013.

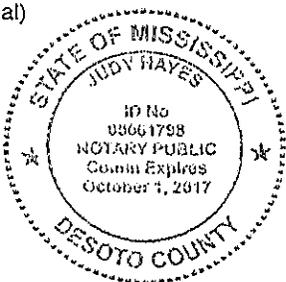
Judy Hayes

JUDY HAYES, Notary, DeSoto County, MS

My commission expires: October 01, 2017

7387 00025352

Debra Heath
City of Southaven (Legal)
100 Northwest Dr.
Southaven, MS 38671



NOTICE OF BOND SALE
\$6,565,000

GENERAL OBLIGATION BONDS SERIES 2013A OF THE CITY OF SOUTHAVEN, MISSISSIPPI

Sealed proposals will be received and opened by the City Clerk of the City of Southaven, Mississippi, in her office in the City Hall until the hour of 3:00 o'clock p.m. on the 19th day of November, 2013 for subsequent presentation to the Mayor and Board of Aldermen of the City of Southaven, Mississippi (the "Governing Body" of the "City"), in its meeting place in the City Hall of the City at a meeting scheduled for 6:00 o'clock p.m. on said date, at which time said bids will be publicly read, for the purchase in its entirety, at not less than par and accrued interest to the date of delivery thereof, of an issue of Six Million Five Hundred Sixty-Five Thousand Dollars (\$6,565,000) principal amount General Obligation Bonds, Series 2013A, of the City (the "Bonds").

The Bonds will be dated December 1, 2013, will be delivered in the denomination of Five Thousand Dollars (\$5,000) each, or integral multiples thereof up to the amount of a single maturity, will be numbered from one upward; will be issued in fully registered form; and will bear interest from the date thereof at the rate or rates offered by the successful bidder in its bid, payable on June 1 and December 1 in each year (each an "Interest Payment Date"), commencing December 1, 2014. The Bonds will mature serially on December 1 in each year and in the principal amounts as follows:

YEAR	AMOUNT
2014	\$230,000
2015	240,000
2016	250,000
2017	260,000
2018	265,000
2019	275,000
2020	285,000
2021	295,000
2022	305,000
2023	315,000
2024	330,000
2025	340,000
2026	350,000
2027	365,000
2028	375,000
2029	390,000
2030	405,000
2031	415,000
2032	430,000
2033	445,000

The Bonds maturing on December 1, 2024 and thereafter, are subject to redemption prior to their stated dates of maturity, at par, plus accrued interest to the date of redemption, either in whole, or in part, at any time on or after December 1, 2023. The City will appoint the Paying and Transfer Agent for the Bonds after receiving the recommendation of the successful bidder. The Paying and Transfer Agent shall be a bank or trust company with a main office or branch located within the State of Mississippi. The Paying Agent and/or Transfer Agent shall be subject to change by order of the Governing Body under the conditions and in the manner provided in the Bond Resolution under which the Bonds are issued.

The successful bidder must deliver to the Transfer Agent within thirty (30) days of the date of sale, or at such other later date as may be designated by the City, the names and addresses of the Registered Owners of the Bonds and the denominations in which the Bonds of each maturity are to be issued. If the successful bidder fails to submit such information to the Transfer Agent by the required time, one bond may be issued for each maturity in the full amount maturing on that date registered in the name of the successful bidder.

Both principal of and interest on the Bonds will be payable by check or draft mailed on the Interest Payment Date to Registered Owners of the Bonds as of the 15th day of the month preceding the maturity date for such principal or interest payment at the addresses appearing in the registration records of the City maintained by the

Minutes, City of Southaven, Southaven, Mississippi

Transfer Agent. Payment of principal at maturity shall be conditioned on the presentation and surrender of the Bonds at the principal office of the Transfer Agent. The Bonds will be transferable only upon the records of the City maintained by the Transfer Agent.

The Bonds shall not bear a greater overall maximum interest rate to maturity than eleven percent (11%) per annum, and shall mature in the amounts and on the dates hereinabove set forth; no Bond shall bear more than one (1) rate of interest; each Bond shall bear interest from its date to its stated maturity date at the interest rate or rates specified in the bid; all Bonds of the same maturity shall bear the same rate of interest from date to maturity. The lowest interest rate specified shall not be less than seventy percent (70%) of the highest interest rate specified; each interest rate specified must be an even multiple of one-eighth of one percent (1/8 of 1%) or one-tenth of one percent (1/10 of 1%) and a zero rate cannot be named. The interest rate for any one maturity shall not exceed eleven percent (11%) per annum.

The Bonds are being issued for the purpose of providing funds for (a) constructing, improving or paving streets, sidewalks, driveways, parkways, walkways, bridges, culverts or public parking facilities, and purchasing land therefor; protecting a municipality, its street and sidewalks from overflow, caving banks and other like dangers; establishing storm or drainage, and repairing, improving and extending the same; (b) erecting, repairing, improving, adorning and equipping municipal buildings and purchasing buildings or land therefor; (c) paying for costs of issuance of the Bonds (together (a) through (c) are referred to herein as the "Project").

The Bonds will be general obligations of the City payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate or amount upon the taxable property within the geographical limits of the City; provided, however, that such tax levy for any year shall be abated pro tanto to the extent the City on or prior to September 1 of that year has transferred money to the 2013A Bond Fund of the Bonds, or has made other provisions for funds, to be applied toward payment of the principal of and interest on the Bonds due during the ensuing fiscal year of the City. The City, when necessary, will levy annually a special tax upon all taxable property within the geographical limits of the City adequate and sufficient to provide for the payment of the principal of and the interest on the Bonds as the same falls due. The City did designate the Bonds as qualified tax-exempt obligations within the meaning and for the purposes of Section 265(b)(3) of the Code.

Proposals should be addressed to the Mayor and Board of Aldermen and should be plainly marked "Proposal for General Obligation Bonds, Series 2013A, of the City of Southaven, Mississippi," and should be filed with the Clerk of the City on or prior to the date and hour hereinabove named.

Each bid must be accompanied by a cashier's check, certified check, or exchange, issued or certified by a bank located in the State of Mississippi, payable to the City of Southaven, Mississippi, in the amount of One Hundred Thirty One Thousand Three Hundred Dollars (\$131,300.00) as a guaranty that the bidder will carry out its contract and purchase the Bonds if its bid be accepted. If the successful bidder fails to purchase the Bonds pursuant to its bid and contract, then the amount of such good faith check shall be retained by the City as liquidated damages for such failure. No interest will be allowed on the amount of the good faith deposit. All checks of unsuccessful bidders will be returned immediately on award of the Bonds. All proposals shall remain firm for three hours after the time specified for the opening of proposals and an award of the Bonds, or rejection of proposals, will be made by the City within said period of time.

The award, if any, will be made to the bidder complying with the terms of sale and offering to purchase the Bonds at the lowest net interest cost to the City. The net interest cost will be determined by computing the aggregate interest on the Bonds over the life of the issue at the rate or rates of interest specified by the bidder, less premium offered, if any. It is requested that each proposal be accompanied by a statement of the net interest cost (computed to six decimal places), but such statement will not be considered a part of the proposal.

The Governing Body reserves the right to reject any and all bids submitted and to waive any irregularity or informality.

The obligation of the purchaser to purchase and pay for the Bonds is conditioned on the delivery, at the time of settlement of the Bonds, of the following: (1) the approving legal opinion of Butler Snow LLP, Ridgeland, Mississippi, Bond Counsel, to the effect that the Bonds constitute valid and legally binding obligations of the City payable from and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate or amount upon all the taxable property within the geographical limits of the City and to the effect that the interest on the Bonds is exempt from Federal and State of Mississippi income taxes under existing laws, regulations, rulings and judicial decisions with such exceptions as shall be required by the Internal Revenue Code of 1986; and (2) the delivery of certificates in form and tenor satisfactory to Bond Counsel evidencing the proper execution and delivery of the Bonds and receipt of payment therefor, including a statement of the City, dated as of the date of such delivery, to the effect that there is no litigation pending or, to the knowledge of the signer or signers

Minutes, City of Southaven, Southaven, Mississippi

thereof, threatened relating to the issuance, sale and delivery of the Bonds. A copy of said approving legal opinion will appear on or accompany the Bonds. Delivery of the Bonds is expected to be made within sixty (60) days after the aforesaid date of sale of the Bonds at a place to be designated by the purchaser and without cost to the purchaser. Simultaneously with the delivery of the Bonds, the purchaser shall furnish to the City a certificate, in form acceptable to Bond Counsel, stating that: (i) it purchased the Bonds as an investment for its own account and not with a view toward distribution or resale in the capacity of a bond house, broker, or intermediary; or (ii) pursuant to a bona fide public offering of all of the Bonds, it sold a substantial amount (ten percent (10%), or more, in par amount) of each maturity of the Bonds to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) at or below the initial public offering prices set forth in such certificate. The purchaser shall also furnish a certificate, in form acceptable to Bond Counsel, setting forth the yield on the Bonds and issue price thereof, calculated in accordance with the requirements of the Code.

It is anticipated that CUSIP identification numbers will be printed on the Bonds unless specifically declined by the purchaser, but neither the failure to print such number on any Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the purchaser thereof to accept delivery of and pay for the Bonds in accordance with the terms of the purchase contract. All expenses in relation to the printing of CUSIP numbers on the Bonds shall be paid by the City; the CUSIP Service Bureau charge for the assignment of said numbers shall be the responsibility of and shall be paid for by the purchaser.

The City has covenanted in its Bond Resolution that under SEC Rule 15c2-12, the City will deliver or cause to be delivered annually, commencing with the fiscal year of the City ending on September 30, 2014, to each "nationally recognized municipal securities information repository," within the meaning of SEC Rule 15c2-12, and certain other entities described in SEC Rule 15c2-12 (said repositories and other entities are collectively referred to as the "Repositories"), (i) annual financial information and operating data relating to the City, including audited financial statements of the City and (ii) notice of certain events, if any, relating to the Bonds and the City, if the City deems such events to be material, as set forth in SEC Rule 15c2-12. Anyone requesting information under the continuing disclosure requirements of SEC Rule 15c2-12 should contact the City Clerk, City Hall, 8710 Northwest Dr., Southaven, Mississippi 38671 Telephone Number: (662) 280-2489. The Preliminary Official Statement, dated November 5, 2013, has been "deemed final" as of such date by the City with permitted omissions, subject to change without notice and to completion or modification in a final Official Statement (the "Official Statement"). The City will make available to the successful bidder a reasonable number of Official Statements within seven (7) business days (excluding Saturdays, Sundays and national holidays) of the award of the Bonds. The successful bidder shall conform to the requirements of Securities Exchange Act 15c2-12 ("SEC Rule 15c2-12"), including an obligation, if any, to update the Official Statement and shall bear all costs relating thereto. During the period from the delivery of the Official Statement to and including the date which is twenty-five (25) days following the end of the underwriting period for the Bonds (as described below) the City shall notify the successful bidder if any event of which it has knowledge shall occur which might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

The successful bidder shall file the Official Statement with a nationally recognized municipal securities information repository (a "Repository") at the earliest practicable date after the date of delivery of the Bonds. The end of the underwriting period shall mean the earlier of (a) the date of the Closing unless the City has been notified in writing to the contrary by the representative of the successful bidder on or prior to such date, or (b) the date on which the "end of the underwriting period" for the Bonds has occurred under SEC Rule 15c2-12. The successful bidder shall notify the City of the date which is the "end of the underwriting period" within the meaning of the SEC Rule 15c2-12.

By order of the Board of Aldermen of the City of Southaven, Mississippi, on November 5, 2013.

/s/ Sheila Heath
CITY CLERK

PUBLISH: November 7 and 14, 2013

Minutes, City of Southaven, Southaven, Mississippi

EXHIBIT A

FORM OF OFFICIAL STATEMENT

Minutes, City of Southaven, Southaven, Mississippi

RATINGS: Standard & Poor's: "AA-"
(See "RATING" herein)
(Application Made)

NEW ISSUE-BOOK ENTRY

In the opinion of Butler Snow LLP, Ridgeland, Mississippi, Bond Counsel, assuming continuing compliance by the City (as defined herein) with the tax covenants and representations described herein, under existing laws, regulations, rulings and judicial decisions, interest on the Bonds is excludable from federal gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and is not a specific item of tax preference under Section 57 of the Code for purposes of calculating alternative minimum tax; however, such interest is taken into account in determining adjusted current earnings for the purpose of computing the alternative minimum tax imposed on certain corporations. Bond Counsel is of the further opinion that interest on the Bonds is exempt from State income taxation under existing laws, regulations, rulings and judicial decisions. See "TAX MATTERS" herein.

\$6,565,000
GENERAL OBLIGATION BONDS
SERIES 2013A
OF THE
CITY OF SOUTHAVEN, MISSISSIPPI

DATED: December 1, 2013

DUE: December 1, as shown below

The Bonds will be dated December 1, 2013, and will bear interest from that date to their respective maturities in the amounts and at the rates set forth below. The Bonds are issuable only as fully registered instruments and will be initially issued only in book-entry form, under a book-entry system (described herein) in which The Depository Trust Company ("DTC") is the securities depository for the Bonds, to the nominee of DTC ("Cede & Co."), with no physical delivery of Bond certificates to the purchasers thereof. Principal and interest payments on the Bonds will be paid to the DTC nominee, which will distribute such payments to the participating members of DTC for subsequent remittance to the owners of the beneficial interest in the Bonds. Such beneficial owners will be permitted to exercise the rights of holders of Bonds only indirectly through DTC and its participating members. Interest on the Bonds is payable semiannually on June 1 and December 1 of each year (each an "Interest Payment Date"), commencing December 1, 2014. So long as DTC or its nominee is the registered owner of the Bonds, interest, together with the principal of and redemption premium, if any, on the Bonds will be paid directly to DTC by _____, Paying Agent, all as defined and more fully described herein under the caption, "THE BONDS - Book-Entry-Only System."

YEAR OF MATURITY	PRINCIPAL AMOUNT	INTEREST RATE	PRICE OR YIELD	YEAR OF MATURITY	PRINCIPAL AMOUNT	INTEREST RATE	PRICE OR YIELD
2014	\$230,000	2.50%	0.300%	2024	\$330,000	2.50%	2.400%
2015	240,000	2.50	0.400	2025	340,000	3.00	2.550
2016	250,000	2.50	0.600	2026	350,000	3.00	2.700
2017	260,000	2.50	0.900	2027	365,000	3.00	2.800
2018	265,000	2.50	1.200	2028	375,000	3.00	2.950
2019	275,000	2.50	1.450	2029	390,000	3.25	3.150
2020	285,000	2.50	1.650	2030	405,000	3.50	3.300
2021	295,000	2.50	1.850	2031	415,000	3.50	3.400
2022	305,000	2.50	2.050	2032	430,000	3.50	3.500
2023	315,000	2.50	2.250	2033	445,000	3.50	3.550

Bonds maturing on December 1, 2024 and thereafter, are subject to redemption prior to their stated dates of maturity at par, plus accrued interest to the date of redemption, either in whole, or in part, at any time on or after December 1, 2023.

The Bonds have been designated by the City as "qualified tax exempt obligations" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

The Bonds are offered subject to the final approval of the legality thereof by Butler Snow LLP, Ridgeland, Mississippi, Bond Counsel. It is expected that the Bonds will be available for delivery on or about December 19, 2013.

Raymond James

The date of this Official Statement is November 19, 2013.

Minutes, City of Southaven, Southaven, Mississippi

No dealer, broker, salesman or other person has been authorized to make any representations with respect to the Bonds other than is contained in this Official Statement, and if given or made, such other information or representations must not be relied upon. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy any of the Bonds in any jurisdiction to any person to whom it is unlawful to make such offer or solicitation in such jurisdiction. The information, estimates and expressions of opinion contained herein are subject to changes without notice, and while all information has been secured from sources which are believed to be reliable, all parties preparing and distributing the Official Statement make no guaranty or warranty relating thereto. All opinions, estimates or assumptions, whether or not expressly identified, are intended as such and not as representations of fact. Neither the delivery of this Official Statement shall, nor any sale made hereunder, under any circumstances, create any implication that there has been no change in the affairs of the City since the date hereof.

Minutes, City of Southaven, Southaven, Mississippi

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Minutes, City of Southaven, Southaven, Mississippi

THE CITY OF SOUTHAVEN, MISSISSIPPI

DARREN MUSSELWHITE
MAYOR

BOARD OF ALDERMEN

KRISTIAN KELLY
SHIRLEY BESHEARS
GEORGE PAYNE
JOEL GALLAGHER
SCOTT FERGUSON
RAYMOND FLORES
WILLIAM BROOKS

SHEILA HEATH
CITY CLERK

BUTLER SNOW LLP
RIDGELAND, MISSISSIPPI
CITY ATTORNEY

GOVERNMENT CONSULTANTS, INC.
JACKSON, MISSISSIPPI
FINANCIAL ADVISOR

BUTLER SNOW LLP
RIDGELAND, MISSISSIPPI
BOND COUNSEL

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OFFICIAL STATEMENT

\$6,565,000

GENERAL OBLIGATION BONDS

SERIES 2013A

OF THE

CITY OF SOUTHAVEN, MISSISSIPPI

INTRODUCTION

The purpose of this Official Statement is to set forth certain information in connection with the sale of the \$6,565,000 General Obligation Bonds, Series 2013A, dated December 1, 2013 (the "Bonds"), of the City of Southaven, Mississippi (the "City").

Reference is made to the Act as hereinafter defined, the Bond Resolution as hereinafter defined and any and all modifications and amendments thereof for a description of the nature and extent of the security of the Bonds, the pledge of tax revenues for the payment of the principal of and interest on the Bonds, the nature and extent of said pledge and the terms and conditions under which the Bonds are issued.

THE BONDS

Definitions

In addition to any words and terms elsewhere defined herein, the following words and terms shall have the following meanings, unless some other meaning is plainly intended:

"Act" shall mean Section 21-33-301 through 21-33-329, Mississippi Code of 1972, as amended.

"Bond" or "Bonds" shall mean the \$6,565,000 General Obligation Bonds, Series 2013A, of the City authorized and directed to be issued in the Bond Resolution.

"Bond Counsel" shall mean Butler Snow LLP, Ridgeland, Mississippi.

"Bond Resolution" shall mean the resolution adopted by the Governing Body on November 5, 2013, as may be amended from time to time.

"City" shall mean the City of Southaven, Mississippi.

"Governing Body" shall mean the Board of Aldermen of the City.

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OFFICIAL STATEMENT

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Reference is made to the Act as hereinafter defined, the Bond Resolution as hereinafter defined and any and all modifications and amendments thereof for a description of the nature and extent of the security of the Bonds, the pledge of tax revenues for the payment of the principal of and interest on the Bonds, the nature and extent of said pledge and the terms and conditions under which the Bonds are issued.

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"Bond Resolution" shall mean the resolution adopted by the Governing Body on November 5, 2013, as may be amended from time to time.

"City" shall mean the City of Southaven, Mississippi.

"Governing Body" shall mean the Board of Aldermen of the City.

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"State" shall mean the State of Mississippi.

Purpose and Authorization

The Bonds are being issued for the purpose of providing funds for (i) constructing, improving or paving streets, sidewalks, driveways, parkways, walkways, bridges, culverts or public parking facilities, and purchasing land therefor; protecting a municipality, its street and sidewalks from overflow, caving banks and other like dangers; establishing storm or drainage, and repairing, improving and extending the same; (ii) erecting, repairing, improving, adorning and equipping municipal buildings and purchasing buildings or land therefor; and (iii) paying for costs of issuance of the Bonds (together, the "Project").

The Bonds will be issued pursuant to the provisions of the Act and the Bond Resolution.

In order to issue the Bonds, the Governing Body adopted a resolution declaring its intention to issue the Bonds and gave notice of such intention by publication of said resolution in a newspaper published in the City. If ten percent (10%), or fifteen hundred (1,500), whichever had been less, of the qualified electors of the City had filed a written protest against the issuance of the Bonds on or before the date specified in said resolution, an election on the question of the issuance of the Bonds would have been held. November 5, 2013, was set by the Governing Body as the date on or before which written protest was required to have been filed. No written protest having been received on or before said date, the Governing Body is now authorized and empowered by the Act to issue the Bonds without the necessity of calling and holding an election on the question of the issuance thereof.

Security

The Bonds will be general obligations of the City payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to rate or amount upon the taxable property within the geographical limits of the City; provided, however, that such tax levy for any year shall be abated pro tanto to the extent the City on or prior to September 1 of that year has transferred money to the 2013A Bond Fund of the Bonds, or has made other provisions for funds, to be applied toward payment of the principal of and interest on the Bonds due during the ensuing fiscal year of the City. The City, when necessary, will levy annually a special tax upon all taxable property within the geographical limits of the City adequate and sufficient to provide for the payment of principal of and the interest on the Bonds as the same falls due.

The qualified electors of the State voted in a general election held on November 7, 1995, to amend the Mississippi Constitution of 1890 (the "Constitution") to add the following new Section 172A (the "Amendment"):

SECTION 172A. Neither the Supreme Court nor any inferior court of this state shall have the power to instruct or order the state or any political subdivision thereof, or an official of the state or any political subdivision, to levy or increase taxes.

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The Amendment does not affect the underlying obligation to pay the principal of and interest on the Bonds as they mature and become due, nor does it affect the obligation to levy a tax sufficient to accomplish that purpose. However, even though it appears that the Amendment was not intended to affect Bondholders' remedies in the event of a payment default, it potentially prevents Bondholders from obtaining a writ of mandamus to compel the levying of taxes to pay the principal of and interest on the Bonds in a Court of the State. It is not certain whether the Amendment would affect the right of a Federal Court to direct the levy of a tax to satisfy a contractual obligation. Other effective remedies are available to the Bondholders in the event of a payment default with respect to the Bonds. For example, Bondholders can seek a writ of mandamus to compel the City to use any legally available moneys to pay the debt service on the Bonds, and if such writ of mandamus is issued and public officials fail to comply with such writ, then such public officials may be held in contempt of court. In addition, pursuant to the Mississippi Constitution §175, all public officials who are guilty of willful neglect of duty may be removed from office.

Certain information relating to the City is set forth in "APPENDIX A - INFORMATION ON THE CITY" and certain financial information on the City is included in "APPENDIX C - BUDGETS" and in "APPENDIX D - AUDIT."

Form of the Bonds

The Bonds shall be dated December 1, 2013, shall be delivered in the denomination of Five Thousand Dollars (\$5,000) each, or integral multiples thereof up to the amount of a single maturity, shall be numbered from one upward in the order of issuance, shall be issued in fully registered form, and shall bear interest from the date thereof at the rate or rates specified herein, commencing December 1, 2014, and semiannually thereafter on June 1 and December 1 of each year.

Redemption Provisions

Bonds maturing on December 1, 2024, and thereafter, are subject to redemption prior to their stated dates of maturity at par, plus accrued interest to the date of redemption, either in whole, or in part, at any time on or after December 1, 2023.

Notice of redemption identifying the numbers of Bonds or portions thereof to be redeemed shall be given to the Registered Owners thereof by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption. Failure to mail or receive any such notice, or any defect therein or in the mailing thereof, shall not affect the validity of any proceedings for the redemption of Bonds. Any notice mailed as provided herein shall be conclusively presumed to have been given, irrespective of whether received. If such written notice of redemption is made and if due provision for payment of the redemption price is made, all as provided above, the Bonds which are to be redeemed thereby automatically shall be deemed to have been redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the owner to receive the redemption price out of the funds provided for such payment. If at the time of mailing of any notice of redemption, there shall not be on deposit with the paying agent (the "Paying Agent") sufficient moneys to redeem all of the Bonds called

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for redemption, such notice shall state that it is subject to the deposit of moneys with the Paying Agent not later than on the redemption date and shall be of no effect unless such moneys are deposited.

Book-Entry Only System

The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the Bonds. The Bonds will be initially issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by the authorized representative of DTC. One fully-registered Bond certificate will be issued for the Bonds in the aggregate principal amount of the issue and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions, in deposited securities through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has Standard & Poor's highest rating: AAA. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com and www.dtc.org.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for such Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transactions, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct or Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

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To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds. DTC's records reflect only the identity of the Direct Participants to whose accounts the Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices are to be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and divided payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detailed information from the City or Paying Agent, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, Paying Agent or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

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DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the City or the Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the City believes to be reliable, but the City takes no responsibility for the accuracy thereof.

So long as Cede & Co. is the registered holder of the Bonds as nominee of DTC, references herein to the Holders, holders, or registered owners of the Bonds mean Cede & Co. and not the Beneficial Owners of the Bonds.

THE CITY AND THE PAYING AGENT CANNOT AND DO NOT GIVE ANY ASSURANCES THAT THE DIRECT PARTICIPANTS OR THE INDIRECT PARTICIPANTS WILL DISTRIBUTE TO THE BENEFICIAL OWNERS OF THE BONDS (I) PAYMENTS OF PRINCIPAL OF OR INTEREST AND PREMIUM, IF ANY, ON THE BONDS; (II) CERTIFICATES REPRESENTING AN OWNERSHIP INTEREST OR OTHER CONFIRMATION OF BENEFICIAL OWNERSHIP INTERESTS IN BONDS; OR (III) REDEMPTION OR OTHER NOTICES SENT TO DTC OR CEDE & CO., ITS NOMINEE, AS THE REGISTERED OWNERS OF THE BONDS, OR THAT THEY WILL DO SO ON A TIMELY BASIS OR THAT DTC OR DIRECT OR INDIRECT PARTICIPANTS WILL SERVE AND ACT IN THE MANNER DESCRIBED IN THIS OFFICIAL STATEMENT. THE CURRENT "RULES" APPLICABLE TO DTC ARE ON FILE WITH THE SECURITIES AND EXCHANGE COMMISSION AND THE CURRENT "PROCEDURES" OF DTC TO BE FOLLOWED IN DEALING WITH DTC PARTICIPANTS ARE ON FILE WITH DTC.

NEITHER THE CITY NOR THE PAYING AGENT WILL HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO SUCH DTC PARTICIPANTS OR THE BENEFICIAL OWNERS WITH RESPECT TO (1) THE BONDS; (2) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (3) THE PAYMENT BY ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL AMOUNT OF OR INTEREST OR PREMIUM, IF ANY, ON THE BONDS; (4) THE DELIVERY BY ANY DTC PARTICIPANT OF ANY NOTICE TO ANY BENEFICIAL OWNER WHICH IS REQUIRED OR PERMITTED UNDER THE TERMS OF THE BOND RESOLUTION TO BE GIVEN TO BONDHOLDERS; (5) THE SELECTION OF THE BENEFICIAL OWNERS TO RECEIVE PAYMENT IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (6) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS BONDHOLDER.

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RATING

Standard & Poor's is expected to assign its municipal bond rating of "AA-" to the Bonds. Information on the rating may be obtained from the City Clerk. Such rating reflects only the views of such organization, and an explanation of the significance of the rating may be obtained only from said rating agency. The rating may be changed, suspended or withdrawn as a result of changes in, or unavailability of, information. Any downward revision, suspension or withdrawal of such rating may have an adverse effect on the market price of the Bonds.

FINANCIAL ADVISOR

The City has retained the firm of Government Consultants, Inc., Jackson, Mississippi, as independent financial advisor (the "Financial Advisor") to the City in connection with the issuance of the Bonds. In such capacity the Financial Advisor has provided recommendations and other financial guidance to the City with respect to the preparation of documents, the preparation for the sale of the Bonds and of the time of the sale, tax-exempt bond market conditions and other factors related to the sale of said Bonds.

Although the Financial Advisor performed an active role in drafting of the Official Statement, it has not independently verified any of the information set forth herein. The information contained in this Official Statement has been obtained primarily from municipal records and from other sources which are believed to be reliable, including financial records of the City and other entities which may be subject to interpretation. No guarantee is made as to the accuracy or completeness of any information obtained from sources other than the City. Any summaries or excerpts of statutes, ordinances, resolutions or other documents do not purport to be complete statements of same and reference is made to such original sources in all respects.

TAX MATTERS

General

The Internal Revenue Code of 1986, as amended (the "Code"), establishes certain requirements which must be met subsequent to delivery of the Bonds in order that the interest on the Bonds is excludable from gross income for federal income tax purposes under Section 103 of the Code. The certificate as to non-arbitrage and other tax matters of the City, which will be delivered concurrently with the delivery of the Bonds, will contain provisions and procedures relating to compliance with such requirements of the Code. The City agrees, covenants and represents in the Bond Resolution that it will not make any use of the gross proceeds of the Bonds or amount that may be treated as proceeds of the Bonds or do or take or omit to take any other action that would cause: (i) the Bonds to be "arbitrage bonds" as such term is defined in Section 148(a) of the Code, and the Regulations promulgated thereunder; (ii) the interest on the Bonds to be includable in the gross income of the registered owners for federal income taxation purposes; or (iii) the interest on the Bonds to be treated as an item of tax preference under Section 57(a)(5) of the Code.

Except as expressly stated in the following two paragraphs of this section, Bond Counsel will express no opinion as to any federal or state consequences of the ownership of, receipt of interest on, or disposition of the Bonds.

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In the opinion of Bond Counsel, under existing laws, regulations, rulings and judicial decisions, interest on the Bonds is excludable from gross income of the owners thereof for federal income tax purposes pursuant to Section 103 of the Code and interest on the Bonds is not a specific preference item for purposes of the federal alternative minimum tax. Such interest, however, is included in the "adjusted current earnings" of certain corporations for purposes of computing the alternative minimum tax. In rendering the foregoing opinion, Bond Counsel has assumed the compliance by the City with the tax covenants and representations in the Bond Resolution and the representations in the certificate as to non-arbitrage and other tax matters. These requirements relate to, *inter alia*, the use and investment of the gross proceeds of the Bonds and rebate to the United States Treasury of specified arbitrage earnings, if any. Bond Counsel has not undertaken to determine (or to inform any person) whether any actions taken (or not taken) or events occurring (or not occurring) after the date of issuance of the Bonds have resulted in a failure of the City to comply with its covenants. Failure of the City to comply with such covenants could result in the interest on the Bonds becoming subject to federal income tax from the date of issue. For federal tax information, see "Certain Federal Tax Information" herein.

Under existing laws, regulations, rulings, and judicial decisions, Bond Counsel is of the opinion that, interest on the Bonds is exempt from all present income taxation imposed by the State.

Certain Federal Tax Information

General. The following discussion of certain federal income tax matters is a summary of possible collateral tax consequences. It does not purport to deal with all aspects of federal taxation that may be relevant to particular registered owners. Further, the following discussion should not be construed as expressing an opinion of Bond Counsel as to any such matters, not specifically addressed in their opinion. **Prospective purchasers of the Bonds should be aware that ownership of the Bonds may result in collateral federal income tax consequences in certain taxpayers, including, without limitation, financial institutions, property and casualty insurance companies, individual recipients of Social Security or Railroad Retirement benefits, certain S corporations with "excess net passive income," foreign corporations subject to the branch profits tax, life insurance companies and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry or have paid or incurred certain expenses allocable to the Bonds. Bond Counsel does not express any opinion regarding such collateral tax consequences. Prospective purchasers of the Bonds should consult their tax advisors regarding collateral federal income tax consequences.**

Financial Institutions. Section 265(b)(1) of the Code provides that commercial banks, thrift institutions and other financial institutions may not deduct the portion of their otherwise allowable interest expense allocable to tax exempt obligations acquired after August 7, 1986 (other than "qualified tax-exempt obligations" as defined in Section 265(b)(3)(B) of the Code).

The City has designated the Bonds as "qualified tax-exempt obligations" pursuant to Section 265(b)(3)(B) of the Code. Eighty percent (80%) of the interest expense deemed incurred

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by certain financial institutions to purchase or carry "qualified tax-exempt obligations" is deductible.

Changes in Federal and State Tax Laws

From time to time, there are legislative proposals introduced and regulatory actions proposed or announced at the federal or state level that, if enacted, could alter or amend directly or indirectly relevant federal and state tax matters, including, without limitation, those mentioned hereinabove or could adversely affect the market value of the Bonds. It cannot be predicted whether or when or in what form any such legislative or regulatory proposal might be enacted or implemented or whether if enacted or implemented it would apply to tax exempt obligations issued prior to enactment or implementation. In addition, from time to time litigation is threatened or commenced which, if concluded in a particular manner, could adversely affect relevant tax matters or the market value of the Bonds. It cannot be predicted how any particular litigation or judicial action will be resolved or whether the Bonds or the market value thereof would be impacted thereby. Purchasers of the Bonds should consult their tax advisors regarding any pending or proposed legislation, regulatory initiatives or litigation. The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Bonds and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any pending or proposed legislation, regulatory initiatives or litigation.

CONTINUING DISCLOSURE

In the Bond Resolution authorizing the Bonds, the City has made the following agreement for the benefit of the holders and beneficial owners of the Bonds. The City is required to observe the agreement for so long as it remains obligated to advance funds to pay the Bonds. Under this agreement, the City will be obligated to provide certain updated financial information and operating data annually, and timely notice of specified material events, to the (i) (a) Municipal Securities Rulemaking Board (the "MSRB") through MSRB's Electronic Municipal Market Access system at www.emma.msrb.org ("EMMA"), in the electronic format then prescribed by the Securities and Exchange Commission (the "SEC") (the "Required Electronic Format") pursuant to Rule 15c2-12, as amended from time to time (the "Rule") of the SEC, together with any identifying information or other information then required to accompany the applicable filing (the "Accompanying Information"), and (b) in the future, any successor repository or repositories prescribed by the SEC for the purpose of serving as repository under the Rule (together (a) and (b) are the "National Repository"); and (ii) any public or private repository or entity designated by the State as a State repository for the purposes of the Rule (the "State Repository" and together with the National Repository, the "Repository"), together with any identifying information or other information then required to accompany the applicable filing (the "Accompanying Information"). As of the date of this Official Statement there is no State Repository. This information will be available free to securities brokers and others through EMMA.

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Annual Reports

The City will provide certain updated financial information and operating data annually to each Repository, together with any Accompanying Information. The information to be updated includes all quantitative financial information and operating data with respect to the City of the general type included in the Official Statement in APPENDIX A under the headings "ECONOMIC AND DEMOGRAPHIC INFORMATION," "TAX INFORMATION" and "DEBT INFORMATION" and other financial information set forth in APPENDICES C and D. The City will update and provide this information within twelve months after the end of each fiscal year of the City ending in or after September 30, 2014.

The City may provide updated information in full text or may incorporate by reference certain other publicly available documents, as permitted by the Rule. The updated information will include audited financial statements, if the City's audit is completed by the required time. If audited financial statements are not available by the required time, the City will provide unaudited financial statements by such time, if available and audited financial statements when the audit report becomes available. Any such financial statements will be prepared in accordance with the accounting principles promulgated by the State or such other accounting principles as the City may be required to employ from time to time pursuant to law or regulation.

The City's current fiscal year end is September 30. If the City changes its fiscal year, it will notify each Repository, together with any Accompanying Information, of the change.

Anyone requesting information under the continuing disclosure requirements of the Rule, should contact the City Clerk, City Hall, 8710 Northwest Drive, Southaven, Mississippi 38671 Telephone Number: (662) 280-2489.

Material Event Notices

The City will also provide notice to the MSRB in the Required Electronic Format through EMMA, together with any Accompanying Information, in a timely manner not in excess of ten business days after the occurrence of certain events. The City will provide notice of any of the following events with respect to the Bonds, in a timely manner not in excess of ten business days after the occurrence of such event: (1) principal and interest payment delinquencies; (2) unscheduled draws on debt service reserves, reflecting financial difficulties; (3) unscheduled draws on credit enhancements, reflecting financial difficulties; (4) substitution of credit or liquidity providers for the Bonds; or their failure to perform; (5) adverse tax opinions, IRS notices or events affecting the tax status of the Bonds; (6) defeasances; (7) rating changes; (8) tender offers; and (9) bankruptcy, insolvency receivership, or a similar proceeding by the obligated person. The City will provide to the MSRB in the Required Electronic Format through EMMA, together with any Accompanying Information, notice of an occurrence of the following events, if such event is material to a decision to purchase or sell Bonds, in a timely manner not in excess of ten business days after the occurrence of an event: (1) non-payment related defaults; (2) modifications to the rights of bond holders; (3) bond calls or redemption; (4) release, substitution, or sale of property securing repayment of the Bonds; (5) the consummation of a merger, consolidation, acquisition involving an obligated person, other than in the ordinary course of business, or the sale of all or substantially all the assets of an obligated person, other

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than in the ordinary course of business, or the entry into a definitive agreement to engage in such a transaction, or a termination of such an agreement, other than in accordance with its terms; and (6) appointment of a successor or additional trustee, or the change in the name of the trustee. In addition, the City will provide timely notice of any failure by the City to provide information, data, or financial statements in accordance with its agreement.

Availability of Information from Each Repository

The City has agreed to provide the foregoing information to each Repository, together with any Accompanying Information. The information will be available free to holders of Bonds through EMMA.

As of the date of this Official Statement, the State has not designated a State Repository.

Limitations and Amendments

The City has agreed to update information and to provide notices of material events only as described above. The City has not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition, or prospects or agreed to update any information that is provided, except as described above. The City makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell Bonds at any future date. The City disclaims any contractual or tort liability for damages resulting in whole or in part from any breach of its continuing disclosure agreement or from any statement made pursuant to its agreement, although holders or beneficial owners of Bonds may seek a writ of mandamus to compel the City to comply with its agreement.

The City may amend its continuing disclosure agreement only if (1) the amendment is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in identity, nature, or status of the City, (2) the agreement, as amended, would have complied with the Rule at the date of sale of the Bonds, taking into account any amendments or interpretations of the Rule as well as any change in circumstance, and (3) the City receives an opinion of nationally recognized bond counsel to the effect that the amendment does not materially impair the interests of the holders and beneficial owners of the Bonds. If any such amendment is made, the City will include in its next annual update an explanation in narrative form of the reasons for the change and its impact on the type of operating data or financial information being provided.

For a summary of the City's undertaking, see "APPENDIX E - FORM OF CONTINUING DISCLOSURE AGREEMENT" attached hereto.

Compliance with Prior Undertaking

The City is in compliance with all continuing disclosure agreements executed in connection with previously issued debt subject to the Rule. There have been instances in the previous five years in which the City has failed to comply, in all material respects, with previous written undertakings of the City to provide continuing disclosure. The City did file its annual financial information and operating data, including the available audited financial statements by the March 31 deadline set forth in their continuing disclosure undertakings in years 2012 and

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2013. On November 29, 2010, the City filed its annual financial information and operating data, including audited financial statements for years 2006, 2007, 2008 and 2009. However, the City notes that it has failed to file unaudited financial statements, in accordance with their continuing disclosure undertakings in the previous five years.

MISCELLANEOUS AND LEGAL INFORMATION

No Default on Securities

No securities of the City have been in default as to principal or interest payments or in any other material respect at any time in at least the last 25 years. No principal or interest on any obligations of the City is past due.

No Bond Proceeds for Current Operating Expenses

No proceeds from the sale of securities (except tax anticipation notes issued against revenues of a current fiscal year) have been used for current operating expenses at any time in at least the last 10 years.

Pension Plan

The City has no pension plan or retirement plan for employees. City employees are members of and contribute to the Mississippi Public Employees' Retirement System (PERS). The Governmental Accounting Standards Board (GASB) approved two (2) new standards on June 25, 2012 that will substantially improve the accounting and financial reporting of public employee pensions by state and local governments, including the State. Statement No. 67, Financial Reporting for Pension Plans, revises existing guidance for the financial reports of most pension plans. Statement No. 68, Accounting and Financial Reporting for Pensions, revises and establishes new financial reporting requirements for most governments that provide their employees with pension benefits.

No-Litigation Certificate

The attorney for the Mayor and Board of Aldermen will execute and deliver to the initial purchaser(s) of the Bonds an opinion, dated as of the date of delivery of the Bonds, that no litigation has been filed or is then pending to restrain or enjoin the issuance or delivery of the Bonds, or which would affect the provisions made for the payment of the principal of and interest on the Bonds or in any manner questioning the validity of the Bonds.

Validation

The Bonds will be validated before the Chancery Court of DeSoto County, Mississippi (the "County"), as provided by Sections 31-13-1 to 31-13-11, Mississippi Code of 1972, as amended.

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Approval of Legal Proceedings

All legal matters in connection with the authorization and issuance of the Bonds are subject to the final unqualified approval of the legality thereof by Butler Snow LLP, Ridgeland, Mississippi, Bond Counsel. The form of the opinion of Bond Counsel is attached hereto as APPENDIX F and will be available in final form at the time of delivery of the Bonds. No representation is made to the registered owners of the Bonds that such Bond Counsel has verified the accuracy, completeness or fairness of the statements in the Official Statement and Bond Counsel assumes no responsibility to the registered owners of the Bonds except for the matters set forth in such opinion.

Bankruptcy

The City is a "Municipality" as that term is defined in Title 11 of the United States Code (the "Bankruptcy Code").¹ Section 109(c) of the Bankruptcy Code prescribes the conditions and circumstances under which a Municipality may file a petition for relief under the Bankruptcy Code. As a debtor, a Municipality may *only* file for relief pursuant to Chapter 9 of the Bankruptcy Code ("Chapter 9"). Pursuant to Section 303(a) of the Bankruptcy Code, no creditor or judgment holder of a Municipality may file a Chapter 9 petition on behalf of a Municipality.

Pursuant to Section 109(c)(2) of the Bankruptcy Code, before a municipality may file a petition under Chapter 9 of the Bankruptcy Code, a municipality must be specifically authorized by (a) state law or (b) a governmental officer or organization empowered to authorize such a filing. Accordingly, before a Municipality in the State may file for Chapter 9 protection, it must have specific authority granted to it. Currently, there is no State statute that prescribes, authorizes or otherwise contains authorization for any Municipality to file for Chapter 9 protection, or delegates such authority to a governmental officer or organization. As such, in order for a State Municipality, including the City, to file for Chapter 9 relief, the Municipality must obtain specific authority from the State Legislature.

The State Legislature is comprised of the Senate and the House of Representatives. The Senate is composed of 52 members, and the House of Representatives consists of 122 members. Each member of each chamber is elected to a four-year term. In the State, the Legislature convenes annually on the first Tuesday after the first Monday each January. Regular sessions of the State Legislature last 90 days in all years of an administration except for the first session after a new governor has been elected, when a 125-day session is held.

In order to obtain specific authority from the State Legislature to file for relief pursuant to Chapter 9, a Municipality would have to request both houses during the annual session of the State Legislature to approve a bill authorizing the Municipality to file for relief pursuant to Chapter 9 and such bill would have to be signed into law by the Governor of the State. There is no appeal process or any other proceeding under current State law that the Municipality may pursue if such requested specific authority is not granted by the State Legislature.

¹ Section 101(40) of the Bankruptcy Code provides that "[t]he term 'municipality' means political subdivision or public agency or instrumentality of a state." 11 U.S.C. § 101(40).

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Miscellaneous

The references, excerpts and summaries of all documents referred to herein do not purport to be complete statements of the provisions of such documents, and reference is directed to all such documents for full and complete statements of all matters of fact relating to the Bonds, the security for the payment of the Bonds and the rights and obligations of the registered owners thereof.

The information contained in this Official Statement has been taken from sources considered reliable, but is not guaranteed. To the best of our knowledge, information in this Official Statement does not include any untrue statement of material fact; nor does the information omit the statement of any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

The successful bidder shall file the Official Statement with the National Repository at the earliest practicable date after the date of delivery of the Bonds. The end of the underwriting period shall mean the earlier of (a) the date of the closing unless the City has been notified in writing to the contrary by the representative of the successful bidder on or prior to such date, or (b) the date on which the "end of the underwriting period" for the Bonds has occurred under SEC Rule 15c2-12. The successful bidder shall notify the City of the date which is the "end of the underwriting period" within the meaning of the SEC Rule 15c2-12.

CITY OF SOUTHAVEN, MISSISSIPPI

/s/ Darren Musselwhite
MAYOR

/s/ Sheila Heath
CITY CLERK

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APPENDIX A INFORMATION ON THE CITY

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ECONOMIC AND DEMOGRAPHIC INFORMATION

General Description

Southaven, Mississippi is located in the north central part of DeSoto County (the "County"), which lies just south of the Tennessee border and east of the Mississippi River and Tunica County, Mississippi. The City is approximately five miles south of Memphis, Tennessee, and 200 miles northeast of Jackson, Mississippi, the state capital.

Southaven began as a part of Whitehaven, Tennessee, which was then an unincorporated suburb of Memphis. Whitehaven was annexed by Memphis, and the Mississippi portion of the suburb was incorporated in 1980. Since then, the City has doubled its land area, and its population has nearly tripled. It is one of the fastest growing cities in the southeast United States. Industries have been attracted to the area by the healthy economic environment and by the availability of a qualified labor force. These factors have helped make the City the business hub of DeSoto County; one of the highest grossing Wal-Marts in the entire chain is located in the City as is the nation's largest Sam's Wholesale Club. The nation's largest youth baseball complex, Snowden Grove Park, was completed in 2000 and brings to the area over 200,000 players and over 500,000 spectators per year.

Population

The population of the City has been recorded or estimated as follows:

1980	1990	2000	2010
16,441	17,949	28,977	48,982

¹Unincorporated

SOURCE: Censuses Data information at website: www.census.gov; October, 2013.

Government

The Governing Body of the City is comprised of the Mayor and a seven-member Board of Aldermen, in whom the City's legislative powers are vested. The Mayor has the superintending control of all offices and affairs of the City and has the duty to see that the laws and ordinances of the City are executed. The Mayor and one of the Aldermen are elected at large; the other Aldermen are each elected from one of the City's six wards. All are elected for concurrent four year terms, and are not limited in the number of terms they may serve.

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The members of the Governing Body are:

Name	Position	Current Position Held Since
Darren Musselwhite	Full-time Mayor	June, 2013
Kristian Kelly	Alderman	June, 2013
Shirley Beshears	Alderman	June, 2013
George Payne	Alderman	June, 2013
Joel Gallagher	Alderman	June, 2013
Scott Ferguson	Alderman	June, 2013
Raymond Flores	Alderman	June, 2013
William Brooks	Alderman – At - Large	June, 2013

Transportation

Highways: Interstate Highway 55 provides a four-lane north/south corridor and is being upgraded to eight or 10 lanes from Stateline Road in the City to the City of Hernando. U.S. Highway 51 also runs north/south through the City. U.S. Highways 61 and 78 traverse other parts of the County. State Highways 301 and 302 and a number of county roads provide access to outlying areas.

Railroad: BNSF Railway and Canadian National-Illinois Central Railroad serve as the County's rail lines. All six Class I rail systems serve Memphis, Tennessee and all have intermodal yards in the metro area.

Air Service: The nearest commercial airport is Memphis International Airport, served by nine major airlines and three commuter airlines, with more than 300 daily passenger flights. Memphis is also the number one cargo hub in the world – home to the FedEx Super Hub, a major UPS hub and an RPS sort facility.

Waterways: The nearest port is the Port of Memphis, which has a channel depth of nine feet and is located 12 miles away on the Mississippi River, in Shelby County, Tennessee. It is the fourth-largest inland port in the U.S. and ranks first in the nation in foreign import tonnage. More than 30 international freight forwarders operate in Memphis.

Motor Freight Carriers: The County is home to 195 truck terminals and several companies have hubs in the area, as the City lies within the Memphis commercial delivery zone.

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County Employment

	2012	2011	2010	2009	2008
RESIDENCE BASED EMPLOYMENT					
I. Civilian Labor Force	81,540	80,900	78,640	77,630	78,300
II. Unemployed	5,570	6,380	6,180	5,480	3,760
Rate	6.8	7.9	7.9	7.1	4.8
III. Employed	75,970	74,520	72,460	72,150	74,540
ESTABLISHMENT BASED EMPLOYMENT					
I. Manufacturing	4,050	3,820	3,550	4,320	5,300
II. Non-manufacturing	45,590	43,650	42,910	41,360	42,710
A. Agriculture, Forestry, Fishing & Hunting	90	80	90	70	80
B. Mining	40	30	30	30	30
C. Utilities	150	160	90	90	110
D. Construction	1,680	1,680	1,920	2,130	2,810
E. Wholesale Trade	3,660	3,510	3,290	3,220	2,970
F. Retail Trade	7,630	7,440	7,260	7,240	7,690
G. Transportation & Warehousing	6,060	5,660	5,410	4,560	4,460
H. Information	250	190	190	230	240
I. Finance & Insurance	930	910	960	980	1,000
J. Real Estate, Rental & Leasing	530	560	600	660	680
K. Prof., Scientific & Technical Service	830	860	910	910	930
L. Management of Companies & Entertainment	20	10	10	20	20
M. Administrative Support & Waste Management	3,670	3,440	3,220	2,670	3,350
N. Educational Services	220	200	230	170	150
O. Health Care & Social Assistance	5,420	5,050	4,880	4,710	4,490
P. Arts, Entertainment & Recreation	630	640	600	570	610
Q. Accommodation & Food Service	6,360	6,170	6,060	5,930	6,130
R. Other Services (except Public Administration)	910	890	880	850	900
S. Government	6,510	6,170	6,280	6,320	6,060
Education	3,980	3,660	3,720	3,760	3,640
III. Total Nonagricultural Employment	49,640	47,470	46,460	45,680	48,010

SOURCE: Mississippi Department of Employment Security: Annual Averages: Labor Force and Establishment Based Employment 2001-2010 and 2011 Forward, Labor Market Information Department at website: www.ndcs.ms.gov, October, 2013.

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Per Capita Income

Year	County	Mississippi	United States	County as % Of U.S.
2011	\$33,737	\$39,791	\$41,560	81%
2010	31,976	30,841	39,791	80
2009	31,169	30,013	38,637	80
2008	32,613	30,945	40,947	79
2007	32,635	29,568	39,506	82

SOURCE: Bureau of Economic Analysis: Regional Economic Accounts at website: www.bea.gov, 2007-2011; October, 2013.

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Major Employers

The following is a partial listing of major employers in the County, their products or services and their approximate number of employees:

Employer	Employees	Product/Service
DeSoto County School District	3,000	Education
Baptist Memorial Hospital	1,627	Hospital
Dizzy Dean Baseball, Inc.	1,000	Sports and recreation club
Wal-Mart	500	Department store
District Transportation & Sec.	500	Transportation
Quebecor Printing	450	Printers
Associated Wholesale Grocers	350	Grocers-wholesale
Parts Distribution	350	General freight trucking
City of Southaven	300	City Government
DeSoto County Civic Center	300	Convention and meeting center
Future Electronics	300	Electronic equipment & supplies
Kawneer Co. Inc.	300	Aluminum extruded products
Landau Uniforms	300	Uniform manufacturer
Thomas & Betts Corp.	300	Lighting Fixtures-wholesale

SOURCE: Mississippi Development Authority, October, 2013².

² MDA's employment figures are as of August, 2010.

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Retail Sales for the City

State Fiscal Year Ended June 30	Amount
2012	\$1,026,750,166
2011	957,901,876
2010	910,561,229
2009	950,312,117
2008	972,366,414

SOURCE: Annual Reports for years indicated, Mississippi Department of Revenue website: www.dor.ms.gov; November, 2012.

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Educational Facilities

The City schools are part of the DeSoto County School District, which is the largest and fastest growing school district in the State. Its Gifted Instructional Program also has the largest enrollment of any such program in the State. The School District operates 24 elementary and intermediate schools, 8 middle schools, and 8 high schools, in addition to a vocational complex and an alternative center. The County is credited with having one of the best technical preparatory programs in the State. Also, thanks to the State's Computers in the Classroom initiative, every classroom in the School District is equipped with computers and internet accessibility, as well as opportunities for distance learning. The high schools are all on block scheduling, which allows more advanced students to complete higher level courses and to earn college credits through dual enrollment and offers remediation to students who are experiencing difficulties. All schools are accredited by the Southern Association of Colleges and Schools and by the State, and about 87% of the County's high school graduates attend college. Total enrollment for the School District for the 2012-2013 scholastic year and for preceding years is as follows:

Scholastic Year	Enrollment
2012-2013	32,759
2011-2012	32,311
2010-2011	31,916
2009-2010	31,228
2008-2009	30,616

SOURCE: Office of Research and Statistics, Mississippi Department of Education's website: <http://orshome.mdc.k12.ms.us/maars/>; October, 2013.

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Banking Institutions

Institutions	2012 Total Assets
BancorpSouth ³	\$13,140,904,000
BankPlus ⁴	2,275,542,000
The Citizens National Bank of Meridian ⁵	1,096,201,000
Community Bank, North Mississippi ⁶	489,176,000
Covenant Bank ⁷	253,513,000
Desoto County Bank ⁸	76,250,000
First Security Bank ⁹	520,509,000
First Tennessee Bank NA ¹⁰	25,520,140,000
M&F Bank ¹¹	1,553,778,000
Regions Bank ¹²	121,798,000,000
Renasant Bank ²	4,102,958,000
SunTrust Bank ¹³	173,442,000,000
Sycamore Bank ¹⁴	193,528,000
Trustmark National Bank ¹⁵	9,780,656,000
Wells Fargo Bank, National Association ¹⁶	1,422,968,000,000

SOURCE: Mississippi Bank Directory, Mississippi Bankers Association, 2013 edition; unless otherwise stated.

³ Head office in Tupelo, Mississippi.

⁴ Head office in Ridgeland, Mississippi.

⁵ Head office in Meridian, Mississippi.

⁶ Head office in Amory, Mississippi.

⁷ Head office in Clarksdale, Mississippi.

⁸ Head office in Horn Lake, Mississippi.

⁹ Head office in Batesville, Mississippi.

¹⁰ Head office in Memphis, Tennessee, assets as of 12/31/12, obtained from Bank's 2012 Annual Report.

¹¹ Head office in Kosciusko, Mississippi. Renasant Corporation will acquire M&F Bank; the acquisition is expected to close during the third quarter of 2013.

¹² Head office in Birmingham, Alabama, assets as of 9/30/12, obtained from Bank's website.

¹³ Head office in Atlanta, Georgia, assets as of 12/31/12, obtained from Bank's 20112 Annual Report.

¹⁴ Head office in Senatobia, Mississippi.

¹⁵ Head office in Jackson, Mississippi.

¹⁶ Head office in Sioux Falls, South Dakota, assets as of 12/31/12, obtained from Bank's 2012 Annual Report.

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TAX INFORMATION

Assessed Valuation

Assessment Year	Real Property	Personal Property ¹⁷	Public Utility Property	Total
2013 ¹⁸	\$321,984,668	\$187,516,635	\$11,863,604	\$521,364,907
2012	347,692,132	173,432,380	10,822,106	531,946,618
2011	347,139,528	163,571,760	9,685,865	520,397,153
2010	341,298,918	105,219,105	8,749,749	446,518,023 ¹⁹
2009	336,539,614	109,201,432	10,910,702	456,651,748

SOURCE: Office of the County Tax Assessor.

Procedure for Property Assessments

The Tax Assessor of DeSoto County assesses all real and personal property subject to taxation in the County, including property in the City, except motor vehicles and property owned by public service corporations, both of which are required by law to be assessed by the State Tax Commission.

Section 21-33-9, Mississippi Code of 1972, as amended, provides that the governing authorities of a municipality which is located within a county having completed a countywide reappraisal approved by the State Tax Commission and which has been furnished a true copy of that part of the County assessment roll containing the property located within a municipality as provided in Section 27-35-167, Mississippi Code of 1972, as amended, shall adopt such assessment rolls for its assessment purposes. The City is utilizing the assessment rolls of the County.

The City may not correct or revise such assessment rolls except for the purpose of conforming the municipal assessment roll to corrections or revisions made to the County assessment roll. All objections to the municipal assessment roll may be heard by the Board of Supervisors of the County at the time and in the manner that objections to the County assessment roll are heard. The Board of Supervisors shall notify, in writing, the Governing Body and the Tax Assessor of the City of any corrections or revisions made by it to the part of the County assessment roll adopted as the municipal assessment roll.

Procedure for Tax Collections

Ad valorem taxes on real, personal and utility property are due on February 1 of each year. A penalty in the amount of one percent (1%) per month is levied against all delinquent ad

¹⁷ Personal Property includes automobiles, other motor vehicles and mobile homes.

¹⁸ Decrease in assessed value due to reappraisal.

¹⁹ Decrease is the result in fewer automobile purchases and a decrease in public utility property value.

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valorem taxes. In the event the taxes are not paid by August 5, the property is sold for taxes on the last Monday in August and upon the sale of any property for failure to pay ad valorem taxes, the owner has two years from the date of sale in which to redeem the property. Ad valorem taxes for motor vehicles (license plates) are due one year from the first day of the month in which the tag is acquired. A onetime late penalty in the amount of 25% of the amount of the taxes due is levied in the event the license plate is not acquired in the month in which it expires. Ad valorem receipts for motor vehicles are collected on a monthly basis.

The Mayor and Board of Aldermen, acting for and on behalf of the City, are required under the Act and the Bond Resolution to annually levy a special tax upon all taxable property within the City sufficient to provide for the payment of the principal of and the interest on the Bonds. If any taxpayer neglects or refuses to pay his taxes on the due date thereof, the unpaid taxes will bear interest at the rate of 1% per month or fractional part thereof from the delinquent date to the date of payment of such taxes. When enforcement officers take action to collect delinquent taxes, other fees, penalties and costs may accrue. Both real property and personal property are subject to public tax sale.

Section 27-41-55, Mississippi Code of 1972, as amended, and related statutes provide that after the fifteenth day of February or the fifth day of August in each year, the tax collector for each County shall advertise all lands in a City on which all taxes due and in arrears have not been paid, as well as all land liable for other matured taxes, for sales on the first Monday in April or the last Monday of August following, as the case may be. DeSoto County conducts its tax sales during the month of August.

History of Assessed Valuation

The State has undertaken substantial revision of its property taxation since 1980. In that year the Mississippi Supreme Court rendered its decision in State Tax Commission v. Fondren, 387 So. 2d 712, in which the State Tax Commission was enjoined from approving assessment rolls from any county in the state for the tax year 1983 unless the Tax Commission equalized the assessment rolls of all counties. While the appeal of that case was pending in the Mississippi Supreme Court, the Legislature passed Senate Bill No. 2672, Regular Session 1980, which is codified in part as Sections 27-35-49 and 27-35-50, Mississippi Code of 1972, as amended, which ordered a state-wide reappraisal of property and required appraisal at true value and assessment in proportion to true value. DeSoto County has completed reappraisal.

On June 3, 1986, the voters of the State of Mississippi approved an amendment to Section 112 of the Mississippi Constitution which established certain classes of property and related assessment ratios for property taxation purposes. Formerly there were four classes of property and no assessment ratio of one class could be more than double the assessment ratio of each of the other classes of property. The amendment sets forth five classes of property and provides that the assessment ratio of one class of property must not be more than three times the assessment ratio of each of the other classes of property.

CLASS I Single-family, owner-occupied, residential real property – ten percent (10%) of true value;

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- CLASS II All real property except that of public utilities and single-family, owner-occupied property - fifteen percent (15%) of true value;
- CLASS III All personal property except motor vehicles and personal property of public utilities - fifteen percent (15%) of true value;
- CLASS IV All public utility property - thirty percent (30%) of true value; and
- CLASS V Motor vehicles - thirty percent (30%) of true value.

The entire State has completed its reappraisal, and all property in the City is now appraised at true value. Assessments for the years 1986 and thereafter, for taxes payable in the years 1987 and thereafter, have been and will continue to be based on the assessment ratios set forth in the constitutional amendment and legislation related thereto.

Sections 27-35-15, *et seq.*, Mississippi Code of 1972, as amended, require county tax assessors to annually appraise all personal property subject to taxation and describe how the assessors are to obtain and maintain property lists and how to value the property. Section 27-35-50 of the Mississippi Code also requires determination of true value of all real property annually, and the Mississippi State Tax Commission is given power to establish rules to facilitate implementation of appraisal and assessment.

Rule 6 of the Commission's Property Tax Bureau set the tax roll year 1997 as a year of developing and adopting standards and minimum requirements for maintenance of property appraisal. Each county was to prepare a base property sales file and establish an update cycle of no more than four years, during which 100% of the tax parcels would be physically observed and notated on the county's property records. The Tax Commission has statutory authority to monitor each county's progress and to assure that each county's assessment records comply with acceptable standards.

DeSoto County has opted for the four-year cycle, established its base real and personal property sales files, and is in the midst of its second cycle of physically observing and notating all tax parcels.

Homestead Exemption

The Homestead Exemption Law of 1946, as amended, reduces the local tax burden on certain homes and provides partial replacement of the tax loss by revenues from other sources of taxation on the state level. Provisions of the homestead exemption law determine qualification, define ownership and limit the amount of property that may come within the exemption. The exemption is not applicable to taxes levied to pay the Bonds, except as hereinafter noted.

Those homeowners who qualify for homestead exemption and who have reached the age of sixty-five (65) years on or before January 1 of the year for which the exemption is claimed, service-connected, totally disabled American veterans who were honorably discharged from military services, and those classified as disabled under the federal Social Security Act are exempt from any and all ad valorem taxes on qualifying homesteads not in excess of \$7,500 of assessed value. The tax loss resulting to the City from homestead exemptions is reimbursed by

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the State Tax Commission. However, in any year the City will not be reimbursed an amount in excess of one hundred six percent (106%) of the total net reimbursement made to the City in the previous year nor may any exemption exceed \$200.00 per qualified applicant.

Tax Levy per \$1000 Valuation*

(Year in Which Taxes Levied)

	2013	2012	2011	2010	2009
General Purpose	22.36	23.12	20.38	20.38	20.18
General Obligation Bond & Int. Sinking Fund	15.37	14.61	16.60	16.60	16.80
Library	0.00	0.00	0.75	0.75	0.75
Sanitation	6.00	6.00	6.00	6.00	6.00
Total	43.73	43.73	43.73	43.73	43.73

*Tax Levy is shown in mills.

SOURCE: Office of the City Administrator.

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DEBT INFORMATION

Legal Debt Limit Statement

(as of October, 2013)

	15% Debt	20% Debt
Authorized Debt Limit (Last Completed Assessment for Taxation (\$521,364,907))	\$78,204,736	\$104,272,981
Present Debt Subject to Debt Limits	36,470,000	39,205,000
Margin for Further Debt Under Debt Limits	\$41,734,736	\$65,067,981
Less this Offering	6,565,000	6,565,000
Margin for Further Debt Under Debt Limits After Issuance of the Bonds	\$35,169,736	\$58,502,981

General Statutory Debt Limits Provisions

The City is subject to a general statutory debt limitation under which no municipality in the State may incur general obligation bonded indebtedness in an amount which will exceed 15 percent of the assessed value of the taxable property within such municipality according to the last completed assessment for taxation. In computing general obligation bonded indebtedness for purposes of such 15 percent limitation, there may be deducted all bonds or other evidences of indebtedness issued for school, water and sewerage systems, gas and light and power purposes and for the construction of special improvements primarily chargeable to the property benefitted, or for the purpose of paying a municipality's proportion of any betterment program, a portion of which is primarily chargeable to the property benefitted.

However, in no case may a municipality contract any indebtedness payable in whole or in part from proceeds of ad valorem taxes which, when added to all of its outstanding general obligation indebtedness, both bonded and floating, exceeds 20 percent of the assessed value of the taxable property within such municipality.

In arriving at the limitations set forth above, bonds issued for school purposes, bonds payable exclusively from the revenues of any municipally-owned utility, general obligation industrial bonds issued under the provisions of Sections 57-1-1 to 57-1-51, Mississippi Code of 1972, as amended, and special assessment improvement bonds issued under the provisions of Sections 21-41-1 to 21-41-53, Mississippi Code of 1972, as amended, are not included. Also excluded from both limitations are contract obligations subject to annual appropriations.

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Outstanding General Obligation Bonded Debt

(as of October, 2013)

Issue	Date of Issue	Original Principal	Outstanding Principal
Public Improvement Bonds	12/01/04	\$4,500,000	\$ 415,000
Public Improvement Bonds	12/01/05	4,500,000	3,365,000
Public Improvement Bonds	07/01/07	6,000,000	4,710,000
Public Improvement Bonds	07/01/08	4,000,000	3,315,000
G.O. Notes	12/01/08	3,300,000	720,000
G.O. Refunding Bonds	04/16/09	6,665,000	5,080,000
G. O. Bonds	02/26/10	6,000,000	5,400,000
G.O. Refunding Bonds	04/15/10	3,595,000	2,195,000
G.O. Refunding Bonds	11/30/10	3,225,000	2,820,000
G.O. Refunding Bonds	02/17/11	3,505,000	2,620,000
G.O. W&S Refunding Bonds ²⁰	10/31/12	2,735,000	2,735,000
G.O. Refunding Bonds, 2012A	10/31/12	3,015,000	2,955,000
G.O. Bonds	11/29/12	2,875,000	2,875,000
Total			\$39,205,000

SOURCE: Office of the City Administrator.

²⁰ Subject only to 20% limitation.

Minutes, City of Southaven, Southaven, Mississippi

Additional Bonded Debt (not subject to Debt Limits)²¹

(as of October, 2013)

Issue	Date of Issue	Original Principal	Outstanding Principal
Water & Sewer	08/01/07	5,400,000	4,265,000
Total			\$4,265,000

Other Long-Term Debt

(as of October, 2013)

Issue	Date of Issue	Outstanding Principal
Mississippi Development Bank Loan ²²	07/01/03	\$2,455,000
Mississippi Development Bank Loan ²³	03/01/04	2,970,000
Mississippi Development Bank Loan ²⁴	03/01/06	7,455,000
Mississippi Development Bank Loan ²⁵	11/07/06	2,855,000
Mississippi Development Bank Loan ²⁶	02/01/09	5,565,000
Total		\$21,300,000

SOURCE: Office of the City Administrator.

Other Outstanding Debt

The City also has outstanding tax increment limited obligation bonds, secured solely by the tax revenue received from the projects, which are subject to neither the 15 nor 20 percent debt limitations, pursuant to Section 21-45-9, Mississippi Code of 1972.

²¹ The debt shown in the chart above constitutes debt incurred by revenue producing projects of the City. The current outstanding revenue producing debt was incurred in connection with the water and sewer system, and such debt is paid with revenues of the City derived from the operation of the water and sewer system. Such bonds and the interest thereon are limited obligations of the City and do not constitute nor give rise to any pecuniary liability of the City or a charge against its general credit or taxing powers.

²² The City borrowed \$4,000,000 on July 1, 2003 from the Mississippi Development Bank (the "Bank") in order to fund a portion of the cost of recreation facilities within the City. This loan is payable from legally available revenues of the City, including tax monies, backed by agreements which provide for the intercept of local taxes from the State Tax Commission, and further secured by a Financial Guaranty Insurance Policy and a Surety Bond. The loans are exempt from the 15% and the 20% debt limitations.

²³ The City borrowed \$4,500,000 on March 1, 2004 from the Mississippi Development Bank (the "Bank") in order to fund a portion of the cost of recreation facilities within the City. This loan is payable from legally available revenues of the City, including tax monies, backed by agreements which provide for the intercept of local taxes from the State Tax Commission, and further secured by a Financial Guaranty Insurance Policy and a Surety Bond. The loans are exempt from the 15% and the 20% debt limitations.

²⁴ The City borrowed \$9,000,000 from the Bank on March 1, 2006 for improvements in the water and sewer systems. The loan is secured by revenues of the City derived from the operation of the water and sewer system. The bonds and the interest thereon are limited obligations of the City and do not constitute or give rise to any pecuniary liability of the City or a charge against its general credit or taxing powers.

²⁵ The City borrowed \$4,185,000 from the Bank on November 7, 2006 to refund a portion of the loan made to it by the Bank on March 1, 2000, which loan funded a portion of the cost of recreation facilities within the City. The 2006 loan is payable from legally available revenues of the City, including tax monies, backed by an agreement which provides for the intercept of local taxes from the State Tax Commission, and further secured by a Financial Guaranty Insurance Policy and a Surety Bond.

²⁶ The City borrowed \$6,500,000 from the Bank on February 1, 2009 for improvements in the water and sewer systems. The loan is secured by revenues of the City derived from the operation of the water and sewer system. The bonds and the interest thereon are limited obligations of the City and do not constitute or give rise to any pecuniary liability of the City or a charge against its general credit or taxing powers.

Minutes, City of Southaven, Southaven, Mississippi

The City also has outstanding notes, which are not subject to the 15 nor 20 per cent debt limitation.

The City entered into a promissory note with BancorpSouth Bank on February 1, 2005 for the purposes of purchasing land for parks, improving, equipping and adorning the same, and purchasing buildings to be used as a park and recreational facility. The City is in the process of issuing Taxable General Obligation Refunding Bonds to prepay the outstanding note this year.

Minutes, City of Southaven, Southaven, Mississippi

Annual Debt Service Requirements

FY Ending September 30	General Obligation Bonds										Estimated Total Debt Service
	Existing Debt					New Issue					
	Principal	Interest	Total	Principal	Interest	Total	Principal	Interest	Total		
2014	\$3,735,000.00	\$1,361,954.79	\$5,096,954.79								
2015	3,105,000.00	1,230,947.54	4,335,947.54								
2016	3,215,000.00	1,032,052.54	4,247,052.54								
2017	3,325,000.00	935,702.54	4,260,702.54								
2018	3,430,000.00	833,058.79	4,263,058.79								
2019	3,550,000.00	724,063.79	4,274,063.79								
2020	3,400,000.00	617,198.79	4,017,198.79								
2021	2,925,000.00	518,084.43	3,443,084.43								
2022	2,655,000.00	430,555.05	3,085,555.05								
2023	2,385,000.00	353,705.67	2,738,705.67								
2024	2,145,000.00	281,425.03	2,426,425.03								
2025	1,935,000.00	211,266.26	2,146,266.26								
2026	1,390,000.00	148,547.51	1,538,547.51								
2027	1,110,000.00	98,353.13	1,208,353.13								
2028	705,000.00	52,193.75	757,193.75								
2029	420,000.00	25,475.00	445,475.00								
2030	440,000.00	8,800.00	448,800.00								
2031	0.00	0.00	0.00								
2032	0.00	0.00	0.00								
2033	0.00	0.00	0.00								
2034	0.00	0.00	0.00								
Total:	\$39,870,000.00	\$8,863,384.61	\$48,733,384.61								

Minutes, City of Southaven, Southaven, Mississippi

General Obligation Bonded Debt

	Fiscal Year Ended September 30				
	2013	2012	2011	2010	2009
General Obligation Bonds (09/01/98)	\$ -0-	\$ 155,000	\$ 300,000	\$ 440,000	\$ 575,000
General Obligation Public Improvement Bonds (12/01/04)	415,000	3,365,000	3,550,000	3,730,000	3,900,000
General Obligation Public Improvement Bonds (12/01/05)	3,365,000	3,550,000	3,730,000	3,900,000	4,060,000
General Obligation Public Improvement Bonds (07/01/07)	4,710,000	4,950,000	5,180,000	5,390,000	5,610,000
General Obligation Public Improvement Bonds (07/01/08)	3,315,000	3,465,000	3,610,000	3,745,000	3,875,000
General Obligation Notes (12/01/08)	720,000	1,410,000	2,070,000	2,700,000	3,300,000
General Obligation Refunding Bonds (04/16/09)	5,080,000	5,675,000	6,250,000	6,565,000	6,665,000
General Obligation Bonds (02/26/10)	5,400,000	5,610,000	5,810,000	6,000,000	-0-
General Obligation Refunding Bonds (04/15/10)	2,565,000	2,925,000	3,280,000	3,595,000	-0-
General Obligation Refunding Bonds (11/30/10)	2,820,000	3,020,000	3,225,000	-0-	-0-
General Obligation Refunding Bonds (02/17/11)	2,915,000	3,195,000	3,505,000	-0-	-0-
General Obligation W&S Refunding Bonds (10/31/12)	2,735,000	-0-	-0-	-0-	-0-
General Obligation Refunding Bonds 2012A (10/31/12)	2,955,000	-0-	-0-	-0-	-0-
General Obligation Bonds (11/29/12)	2,875,000	-0-	-0-	-0-	-0-
Total	\$39,870,000	\$37,320,000	\$40,510,000	\$36,065,000	\$27,985,000

Minutes, City of Southaven, Southaven, Mississippi

Debt Ratios

FY Ended September 30	General Obligation Debt	General Obligation Debt to Assessed Value
2013	\$39,870,000	7.64%
2012	37,320,000	7.15
2011	40,510,000	9.07
2010	36,065,000	7.90
2009	27,985,000	6.52
2008	18,790,000	4.78

Overlapping General Obligation Indebtedness

(as of October, 2013)

	2010 Population	Current Assessed Valuation ²⁷	General Obligation Bonded Debt	General Obligation Bonded Debt Per Capita
DeSoto County	161,252	\$1,603,722,772	\$97,665,000	\$605.66

	Current Assessed Valuation	Total General Obligation Bonded Debt
DeSoto County School District	\$1,569,717,013 ²⁵	\$115,740,000 ²⁸

²⁷ 2012 Assessment Year.

²⁸ Source: District's 2012 Audited Financial Statement.

Minutes, City of Southaven, Southaven, Mississippi

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Minutes, City of Southaven, Southaven, Mississippi

APPENDIX B

NOTICE OF BOND SALE

Minutes, City of Southaven, Southaven, Mississippi

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Minutes, City of Southaven, Southaven, Mississippi

NOTICE OF BOND SALE
\$6,565,000
GENERAL OBLIGATION BONDS
SERIES 2013A
OF THE
CITY OF SOUTHAVEN, MISSISSIPPI

Sealed proposals will be received and opened by the City Clerk of the City of Southaven, Mississippi, in her office in the City Hall until the hour of 3:00 o'clock p.m. on the 19th day of November, 2013 for subsequent presentation to the Mayor and Board of Aldermen of the City of Southaven, Mississippi (the "Governing Body" of the "City"), in its meeting place in the City Hall of the City at a meeting scheduled for 6:00 o'clock p.m. on said date, at which time said bids will be publicly read, for the purchase in its entirety, at not less than par and accrued interest to the date of delivery thereof, of an issue of Six Million Five Hundred Sixty-Five Thousand Dollars (\$6,565,000) principal amount General Obligation Bonds, Series 2013A, of the City (the "Bonds").

The Bonds will be dated December 1, 2013, will be delivered in the denomination of Five Thousand Dollars (\$5,000) each, or integral multiples thereof up to the amount of a single maturity, will be numbered from one upward; will be issued in fully registered form; and will bear interest from the date thereof at the rate or rates offered by the successful bidder in its bid, payable on June 1 and December 1 in each year (each an "Interest Payment Date"), commencing December 1, 2014. The Bonds will mature serially on December 1 in each year and in the principal amounts as follows:

YEAR	AMOUNT	YEAR	AMOUNT
2014	\$230,000	2024	\$330,000
2015	240,000	2025	340,000
2016	250,000	2026	350,000
2017	260,000	2027	365,000
2018	265,000	2028	375,000
2019	275,000	2029	390,000
2020	285,000	2030	405,000
2021	295,000	2031	415,000
2022	305,000	2032	430,000
2023	315,000	2033	445,000

The Bonds maturing on December 1, 2024 and thereafter, are subject to redemption prior to their stated dates of maturity, at par, plus accrued interest to the date of redemption, either in whole, or in part, at any time on or after December 1, 2023.

The City will appoint the Paying and Transfer Agent for the Bonds after receiving the recommendation of the successful bidder. The Paying and Transfer Agent shall be a bank or trust company with a main office or branch located within the State of Mississippi. The Paying Agent and/or Transfer Agent shall be subject to change by order of the Governing Body under the conditions and in the manner provided in the Bond Resolution under which the Bonds are issued.

Minutes, City of Southaven, Southaven, Mississippi

The successful bidder must deliver to the Transfer Agent within thirty (30) days of the date of sale, or at such other later date as may be designated by the City, the names and addresses of the Registered Owners of the Bonds and the denominations in which the Bonds of each maturity are to be issued. If the successful bidder fails to submit such information to the Transfer Agent by the required time, one bond may be issued for each maturity in the full amount maturing on that date registered in the name of the successful bidder.

Both principal of and interest on the Bonds will be payable by check or draft mailed on the Interest Payment Date to Registered Owners of the Bonds as of the 15th day of the month preceding the maturity date for such principal or interest payment at the addresses appearing in the registration records of the City maintained by the Transfer Agent. Payment of principal at maturity shall be conditioned on the presentation and surrender of the Bonds at the principal office of the Transfer Agent.

The Bonds will be transferable only upon the records of the City maintained by the Transfer Agent.

The Bonds shall not bear a greater overall maximum interest rate to maturity than eleven percent (11%) per annum, and shall mature in the amounts and on the dates hereinabove set forth; no Bond shall bear more than one (1) rate of interest; each Bond shall bear interest from its date to its stated maturity date at the interest rate or rates specified in the bid; all Bonds of the same maturity shall bear the same rate of interest from date to maturity. The lowest interest rate specified shall not be less than seventy percent (70%) of the highest interest rate specified; each interest rate specified must be an even multiple of one-eighth of one percent ($1/8$ of 1%) or one-tenth of one percent ($1/10$ of 1%) and a zero rate cannot be named. The interest rate for any one maturity shall not exceed eleven percent (11%) per annum.

The Bonds are being issued for the purpose of providing funds for (a) constructing, improving or paving streets, sidewalks, driveways, parkways, walkways, bridges, culverts or public parking facilities, and purchasing land therefor; protecting a municipality, its street and sidewalks from overflow, caving banks and other like dangers; establishing storm or drainage, and repairing, improving and extending the same; (b) erecting, repairing, improving, adorning and equipping municipal buildings and purchasing buildings or land therefor; (c) paying for costs of issuance of the Bonds (together (a) through (c) are referred to herein as the "Project").

The Bonds will be general obligations of the City payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate or amount upon the taxable property within the geographical limits of the City; provided, however, that such tax levy for any year shall be abated pro tanto to the extent the City on or prior to September 1 of that year has transferred money to the 2013A Bond Fund of the Bonds, or has made other provisions for funds, to be applied toward payment of the principal of and interest on the Bonds due during the ensuing fiscal year of the City. The City, when necessary, will levy annually a special tax upon all taxable property within the geographical limits of the City adequate and sufficient to provide for the payment of the principal of and the interest on the Bonds as the same falls due.

Minutes, City of Southaven, Southaven, Mississippi

The City did designate the Bonds as qualified tax-exempt obligations within the meaning and for the purposes of Section 265(b)(3) of the Code.

Proposals should be addressed to the Mayor and Board of Aldermen and should be plainly marked "Proposal for General Obligation Bonds, Series 2013A, of the City of Southaven, Mississippi," and should be filed with the Clerk of the City on or prior to the date and hour hereinabove named.

Each bid must be accompanied by a cashier's check, certified check, or exchange, issued or certified by a bank located in the State of Mississippi, payable to the City of Southaven, Mississippi, in the amount of One Hundred Thirty One Thousand Three Hundred Dollars (\$131,300.00) as a guaranty that the bidder will carry out its contract and purchase the Bonds if its bid be accepted. If the successful bidder fails to purchase the Bonds pursuant to its bid and contract, then the amount of such good faith check shall be retained by the City as liquidated damages for such failure. No interest will be allowed on the amount of the good faith deposit. All checks of unsuccessful bidders will be returned immediately on award of the Bonds. All proposals shall remain firm for three hours after the time specified for the opening of proposals and an award of the Bonds, or rejection of proposals, will be made by the City within said period of time.

The award, if any, will be made to the bidder complying with the terms of sale and offering to purchase the Bonds at the lowest net interest cost to the City. The net interest cost will be determined by computing the aggregate interest on the Bonds over the life of the issue at the rate or rates of interest specified by the bidder, less premium offered, if any. It is requested that each proposal be accompanied by a statement of the net interest cost (computed to six decimal places), but such statement will not be considered a part of the proposal.

The Governing Body reserves the right to reject any and all bids submitted and to waive any irregularity or informality.

The obligation of the purchaser to purchase and pay for the Bonds is conditioned on the delivery, at the time of settlement of the Bonds, of the following: (1) the approving legal opinion of Butler Snow LLP, Ridgeland, Mississippi, Bond Counsel, to the effect that the Bonds constitute valid and legally binding obligations of the City payable from and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate or amount upon all the taxable property within the geographical limits of the City and to the effect that the interest on the Bonds is exempt from Federal and State of Mississippi income taxes under existing laws, regulations, rulings and judicial decisions with such exceptions as shall be required by the Internal Revenue Code of 1986; and (2) the delivery of certificates in form and tenor satisfactory to Bond Counsel evidencing the proper execution and delivery of the Bonds and receipt of payment therefor, including a statement of the City, dated as of the date of such delivery, to the effect that there is no litigation pending or, to the knowledge of the signer or signers thereof, threatened relating to the issuance, sale and delivery of the Bonds. A copy of said approving legal opinion will appear on or accompany the Bonds.

Delivery of the Bonds is expected to be made within sixty (60) days after the aforesaid date of sale of the Bonds at a place to be designated by the purchaser and without cost to the

Minutes, City of Southaven, Southaven, Mississippi

purchaser. Simultaneously with the delivery of the Bonds, the purchaser shall furnish to the City a certificate, in form acceptable to Bond Counsel, stating that: (i) it purchased the Bonds as an investment for its own account and not with a view toward distribution or resale in the capacity of a bond house, broker, or intermediary; or (ii) pursuant to a bona fide public offering of all of the Bonds, it sold a substantial amount (ten percent (10%), or more, in par amount) of each maturity of the Bonds to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) at or below the initial public offering prices set forth in such certificate. The purchaser shall also furnish a certificate, in form acceptable to Bond Counsel, setting forth the yield on the Bonds and issue price thereof, calculated in accordance with the requirements of the Code.

It is anticipated that CUSIP identification numbers will be printed on the Bonds unless specifically declined by the purchaser, but neither the failure to print such number on any Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the purchaser thereof to accept delivery of and pay for the Bonds in accordance with the terms of the purchase contract. All expenses in relation to the printing of CUSIP numbers on the Bonds shall be paid by the City; the CUSIP Service Bureau charge for the assignment of said numbers shall be the responsibility of and shall be paid for by the purchaser.

The City has covenanted in its Bond Resolution that under SEC Rule 15c2-12, the City will deliver or cause to be delivered annually, commencing with the fiscal year of the City ending on September 30, 2014, to each "nationally recognized municipal securities information repository," within the meaning of SEC Rule 15c2-12, and certain other entities described in SEC Rule 15c2-12 (said repositories and other entities are collectively referred to as the "Repositories"), (i) annual financial information and operating data relating to the City, including audited financial statements of the City and (ii) notice of certain events, if any, relating to the Bonds and the City, if the City deems such events to be material, as set forth in SEC Rule 15c2-12. Anyone requesting information under the continuing disclosure requirements of SEC Rule 15c2-12 should contact the City Clerk, City Hall, 8710 Northwest Drive, Southaven, Mississippi 38671 Telephone Number: (662) 280-2489.

The Preliminary Official Statement, dated November 5, 2013, has been "deemed final" as of such date by the City with permitted omissions, subject to change without notice and to completion or modification in a final Official Statement (the "Official Statement"). The City will make available to the successful bidder a reasonable number of Official Statements within seven (7) business days (excluding Saturdays, Sundays and national holidays) of the award of the Bonds. The successful bidder shall conform to the requirements of Securities Exchange Act 15c2-12 ("SEC Rule 15c2-12"), including an obligation, if any, to update the Official Statement and shall bear all costs relating thereto. During the period from the delivery of the Official Statement to and including the date which is twenty-five (25) days following the end of the underwriting period for the Bonds (as described below) the City shall notify the successful bidder if any event of which it has knowledge shall occur which might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

Minutes, City of Southaven, Southaven, Mississippi

The successful bidder shall file the Official Statement with a nationally recognized municipal securities information repository (a "Repository") at the earliest practicable date after the date of delivery of the Bonds. The end of the underwriting period shall mean the earlier of (a) the date of the Closing unless the City has been notified in writing to the contrary by the representative of the successful bidder on or prior to such date, or (b) the date on which the "end of the underwriting period" for the Bonds has occurred under SEC Rule 15c2-12. The successful bidder shall notify the City of the date which is the "end of the underwriting period" within the meaning of the SEC Rule 15c2-12.

By order of the Board of Aldermen of the City of Southaven, Mississippi, on November 5, 2013.

/s/ Sheila Heath

CITY CLERK

PUBLISH: November 7 and 14, 2013

Minutes, City of Southaven, Southaven, Mississippi

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APPENDIX C

BUDGETS

Minutes, City of Southaven, Southaven, Mississippi

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Minutes, City of Southaven, Southaven, Mississippi

ADOPTED BUDGET FOR FISCAL YEAR 2013-2014

Minutes, City of Southaven, Southaven, Mississippi

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Minutes, City of Southaven, Southaven, Mississippi

APPENDIX D

AUDIT

Minutes, City of Southaven, Southaven, Mississippi

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Minutes, City of Southaven, Southaven, Mississippi

FINANCIAL STATEMENT FOR FISCAL YEAR
ENDED SEPTEMBER 30, 2012

Minutes, City of Southaven, Southaven, Mississippi

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Minutes, City of Southaven, Southaven, Mississippi

APPENDIX E

FORM OF CONTINUING DISCLOSURE AGREEMENT

Minutes, City of Southaven, Southaven, Mississippi

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Minutes, City of Southaven, Southaven, Mississippi

CONTINUING DISCLOSURE AGREEMENT

BY CITY OF SOUTHAVEN, MISSISSIPPI
DATED AS OF DECEMBER 1, 2013

In Connection With the Issuance and Sale of \$6,565,000 City of Southaven, Mississippi
General Obligation Bonds, Series 2013A, Dated December 1, 2013

WHEREAS, the City has heretofore authorized the issuance of \$6,565,000 in the aggregate principal amount of its General Obligation Bonds, Series 2013A (the "Bonds"), to be dated December 1, 2013 and to mature in the principal amounts and on the dates set forth in the City's Official Statement, dated November 19, 2013, describing the Bonds (the "Official Statement"); and

WHEREAS, the City has offered the Bonds for sale through competitive bid pursuant to its Notice of Bond Sale, dated November 5, 2013 (the "Notice of Sale"); and

WHEREAS, in the Notice of Sale the City has heretofore acknowledged that an underwriter may not purchase or sell the Bonds unless it has reasonably determined that the City has undertaken in a written agreement for the benefit of the holders or beneficial owners of the Bonds to provide certain continuing disclosure information as required by Securities and Exchange Commission (the "SEC") Rule 15c2-12(b)(5) (the "Rule"), and the City desires to assist the underwriter of the Bonds in complying with the Rule; and

WHEREAS, in order to assist the underwriter of the Bonds in complying with the Rule, this Continuing Disclosure Agreement is to be made, executed and delivered in connection with the issuance of the Bonds and to be described in the Official Statement, all for the benefit of the holders and beneficial owners of the Bonds, as they may be from time to time.

NOW, THEREFORE, THE CITY HEREBY REPRESENTS, COVENANTS AND AGREES AS FOLLOWS:

Section 1. Definitions. In addition to the terms defined above, the following capitalized terms shall have the meanings ascribed thereto:

"Accompanying Information" means any identifying information or other information then required to accompany the applicable filing pursuant to the Rule.

"Annual Report" shall mean any Annual Report provided by the City pursuant to, and as described in, Sections 2 and 3 of this Continuing Disclosure Agreement.

"EMMA" means MSRB's Electronic Municipal Market Access system on the MSRB Website.

"Listed Events" shall mean any events listed in Section 4 of this Continuing Disclosure Agreement.

Minutes, City of Southaven, Southaven, Mississippi

"MSRB" shall mean the Municipal Securities Rulemaking Board established under the 1933 Securities Act, as amended, or any successor thereto.

"MSRB Website" shall mean www.emma.msrb.org.

"National Repository" means (a) MSRB's EMMA, and (b) in the future, any successor repository or repositories prescribed by the SEC for the purpose of serving as repository under the Rule.

"Repository" shall mean each National Repository and each State Repository.

"Required Electronic Format" means the electronic format then prescribed by the SEC or the MSRB pursuant to the Rule.

"State" shall mean the State of Mississippi.

"State Repository" shall mean any public or private repository or entity designated by the State as a State repository for the purposes of the Rule. As of the date of this Continuing Disclosure Agreement, there is no State Repository.

Section 2. Annual Reports.

a. The City agrees to provide or cause to be provided to each Repository all annual financial information and operation data regarding the City, together with any Accompanying Information, commencing with information and data for the fiscal year ending September 30, 2014, as follows:

- (i) Up-dated financial information and operating data of the type contained in the Official Statement as set forth in APPENDIX A under the headings "ECONOMIC AND DEMOGRAPHIC INFORMATION," "TAX INFORMATION," and "DEBT INFORMATION;
- (ii) Updated financial statements, which includes information on the City's general fund, capital project funds and special revenue funds, prepared in accordance with state law which utilizes the generally accepted accounting principles, as promulgated by the Governmental Accounting Standards Board from time to time, as set forth in APPENDIX D of the Official Statement; and
- (iii) Updated budgeted or estimated revenues and expenditures of the City's general fund as set forth in APPENDIX C of the Official Statement.

If audited financial statements are not available by the required time, the City will provide unaudited financial statements, if available, by such time and audited financial statements when the audit report becomes available.

b. The above-referenced information is expected to be provided by the filing of and cross reference to the City's comprehensive annual financial report, including

Minutes, City of Southaven, Southaven, Mississippi

audited financial statements, and the City's adopted budget. The information may be provided in whole or in part by cross-reference to other documents provided to each Repository, including official statements of the City which will be available on MSRB's EMMA.

- c. Subject to the requirements of Section 8 hereof, the City reserves the right to modify from time to time the specific types of information or data provided or the format of the presentation of such information or data, to the extent necessary or appropriate; provided that the City agrees that any such modification will be done in a manner consistent with the Rule. The City also reserves the right to modify the preparation and presentation of financial statements described herein as may be required to conform with changes in Mississippi law applicable to cities.

Section 3. Timing. The above-referenced audited financial information is expected to be provided not later than twelve months after the end of each fiscal year. The information required to be filed in Section 2 will be filed not later than twelve months after the end of each fiscal year. The City currently operates on an October 1 - September 30 fiscal year basis.

Section 4. Event Notice.

- a. The City agrees to provide or cause to be provided in a timely manner not in excess of ten business days after the occurrence of the following events to each Repository, notice of the occurrence of such events with respect to the Bonds, together with any Accompanying Information:
 - (i) principal and interest payment delinquencies;
 - (ii) unscheduled draws on debt service reserves, reflecting financial difficulties;
 - (iii) unscheduled draws on credit enhancements, reflecting financial difficulties;
 - (iv) substitution of credit or liquidity providers for the Bonds, or their failure to perform;
 - (v) adverse tax opinions, IRS notices or events affecting the tax status of the Bonds;
 - (vi) defeasances;
 - (vii) rating changes;
 - (viii) tender offers; and
 - (ix) bankruptcy, insolvency, receivership or a similar proceeding of the obligated person.

Minutes, City of Southaven, Southaven, Mississippi

- b. The City agrees to provide or cause to be provided in a timely manner not in excess of ten business days after the occurrence of an event to each Repository, notice of the occurrence of any of the following events with respect to the Bonds, if material, together with any Accompanying Information:
- (i) non-payment related defaults;
 - (ii) modifications to rights of bond holders;
 - (iii) bond calls or redemption;
 - (iv) release, substitution, or sale of property securing repayment of the Bonds;
 - (v) the consummation of a merger, consolidation, acquisition involving an obligated person, other than in the ordinary course of business, or the sale of all or substantially all the assets of an obligated person, other than in the ordinary course of business, or the entry into a definitive agreement to engage in such a transaction, or a termination of such an agreement, other than in accordance with its terms; and
 - (vi) appointment of a successor or additional trustee, or the change in the name of a trustee.

Section 5. Notice of Failure. The City agrees to provide or cause to be provided, in a timely manner, to each Repository notice of any failure by the City to provide the annual financial information described in Section 2(a) of this Continuing Disclosure Agreement, together with any Accompanying Information.

Section 6. Termination of Reporting Obligation. The City's obligations under this Continuing Disclosure Agreement shall terminate upon the defeasance, prior redemption or payment in full of all of the Bonds.

Section 7. Agent. The City may, from time to time, appoint or engage an agent to assist it in carrying out its obligations under this Continuing Disclosure Agreement, and may discharge any such agent, with or without appointing a successor agent.

Section 8. Amendment, Waiver. Notwithstanding any other provision of this Continuing Disclosure Agreement, the City may amend this Continuing Disclosure Agreement and any provision of this Continuing Disclosure Agreement may be waived, only if (1) the amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in identity, nature, or status of the City, (2) the agreement, as amended, would have complied with the Rule at the date of sale of the Bonds, taking into account any amendments or interpretations of the Rule as well as any change in circumstance, and (3) the City receives an opinion of nationally recognized bond counsel to the effect that the amendment or waiver does not materially impair the interests of the holders and beneficial owners of the Bonds. A copy of any amendment will be filed in a timely manner with each Repository, together with any Accompanying Information.

Minutes, City of Southaven, Southaven, Mississippi

Section 9. Additional Information. Nothing in this Continuing Disclosure Agreement shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Continuing Disclosure Agreement or any other means of communications, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Continuing Disclosure Agreement. If the City chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Continuing Disclosure Agreement, the City shall have no obligation under this Continuing Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 10. Indemnification. The City agrees to indemnify and save its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to any agent's negligence or misconduct. The obligations of the City under this Section shall survive resignation or removal of any agent and payment of the Bonds.

Section 11. Enforceability. The City agrees that its undertaking pursuant to the Rule set forth in this Continuing Disclosure Agreement is intended to be for the benefit of the holders or beneficial owners of the Bonds and shall be enforceable by them; provided, that the right to enforce the provisions of this undertaking shall be limited to a right to obtain specific enforcement of the City's obligations hereunder. In the event of the City's failure to comply with any provision of this Continuing Disclosure Agreement any bondholder or beneficial owner may take such action as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Continuing Disclosure Agreement. No monetary damages shall arise or be payable hereunder nor shall any failure to comply with this Continuing Disclosure Agreement constitute default of the City with respect to the Bonds.

IN WITNESS WHEREOF, the City has caused this Continuing Disclosure Agreement to be executed in its name by its undersigned officer, duly authorized, all as of the date first above written.

CITY OF SOUTHAVEN, MISSISSIPPI

By: _____

Mayor

ATTEST:

City Clerk

Minutes, City of Southaven, Southaven, Mississippi

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APPENDIX F

FORM OF OPINION OF BOND COUNSEL

Minutes, City of Southaven, Southaven, Mississippi

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Minutes, City of Southaven, Southaven, Mississippi

[FORM OF OPINION OF BOND COUNSEL]

Mayor and Board of Aldermen
City of Southaven, Mississippi

Dear Sirs:

We have acted as Bond Counsel for City of Southaven, Mississippi (the "City"), in connection with the issuance of the City of Southaven, Mississippi General Obligation Bonds, Series 2013A, dated December 1, 2013, in the total authorized aggregate amount of \$6,565,000 (the "Bonds").

The Bonds bear interest, are subject to redemption prior to maturity and may be transferred and exchanged as set out in the Bonds and in the resolution adopted by the Mayor and Board of Aldermen of the City on November 5, 2013, authorizing their issuance (the "Bond Resolution"). Capitalized terms contained and not defined herein shall have the same meaning as set forth in the Bond Resolution.

We have acted as Bond Counsel for the sole purpose of rendering an opinion with respect to the legality and validity of the Bonds under the laws of the State of Mississippi (the "State"), and with respect to the exemption of interest on the Bonds from federal and State income taxation. We have not investigated or verified original proceedings, records, data or other material, but have relied solely upon the certified transcript of proceedings described in the following paragraph. We have relied on the authenticity, truthfulness and completeness set forth in such documents, instruments and certificates. We have not assumed any responsibility with respect to the financial condition or capabilities of the City or the disclosure thereof in connection with the sale of the Bonds.

In our capacity as Bond Counsel, we have participated in the preparation of and have examined a certified transcript of proceedings pertaining to the Bonds which contains copies of certain proceedings of the City, customary certificates of officers, agents and representatives of the City and other public officials and other matters relating to the authorization and issuance of the Bonds including a certification of the City prepared pursuant to Section 1.148-2(b)(2)(i) of the United States Treasury Regulations (the "Non-Arbitrage Certificate"). We have also examined executed Bond No. 1 of this issue.

Based upon the foregoing, it is our opinion, on the date hereof, that:

1: The transcript of proceedings evidences complete legal authority for the issuance of the Bonds in full compliance with the laws of the State presently in effect, and that the Bonds constitute valid and legally binding obligations of the City payable from and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate or amount upon all the taxable property within the geographical limits of the City; provided, however, that such tax levy for any year shall be abated pro tanto to the extent the City on or prior to September 1 of that year has transferred money to the 2013A Bond

Minutes, City of Southaven, Southaven, Mississippi

Fund of the Bonds, or has made other provisions for funds, to be applied toward payment of the principal of and interest on the Bonds due during the ensuing fiscal year of the City.

2. Under existing law, regulations and court decisions, as presently interpreted and construed, interest on the Bonds is exempt from all present taxes imposed by the State, except for inheritance, estate and transfer taxes.

3. Interest on the Bonds is excludable from gross income of the owners thereof for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and interest on the Bonds is not treated as a specific item of tax preference under Section 57 of the Code in calculating the alternative minimum tax imposed by Section 55 of the Code. Such interest, however, is taken into account in determining "adjusted current earnings" of certain corporations for purposes of computing the alternative minimum tax.

The Mayor and Board of Aldermen, acting for and on behalf of the City, have covenanted in the Bond Resolution that it will not make any use of the gross proceeds of the Bonds or amount that may be treated as proceeds of the Bonds or do or take or omit to take any other action that would cause: (i) the Bonds to be "arbitrage bonds" as such term is defined in Section 148(a) of the Code and the Regulations promulgated thereunder; (ii) the interest on the Bonds to be includable in the gross income of the registered owners for federal income taxation purposes; or (iii) the interest on the Bonds to be treated as an item of tax preference under Section 57(a)(5) of the Code. Failure of the City to comply with such covenants could result in the interest on the Bonds being subject to federal income tax from the date of issue.

In rendering the foregoing opinion, Bond Counsel has assumed the continuing compliance by the City with the tax covenants and representations in the Bond Resolution and the representations in the Non-Arbitrage Certificate. These requirements relate to, *inter alia*, the use and investment of the gross proceeds of the Bonds, the use of any facility, equipment or improvement financed or refinanced directly or indirectly with the proceeds of the Bonds and rebate to the United States Treasury of specified arbitrage earnings, if any. Bond Counsel has not undertaken to determine (or to inform any person) whether any actions taken (or not taken) or events occurring (or not occurring) after the date of issuance of the Bonds have resulted in a failure of the City to comply with its covenants. Failure of the City to comply with such covenants could result in the interest on the Bonds becoming subject to federal income tax from the date of issue.

Section 265(b)(1) of the Code provides that commercial banks, thrift institutions and other financial institutions may not deduct the portion of their otherwise allowable interest expense allocable to tax exempt obligations acquired after August 7, 1986 (other than "qualified tax-exempt obligations" as defined in Section 265(b)(3) of the Code). The City has designated the Bonds as "qualified tax-exempt obligations" pursuant to Section 265(b)(3)(B) of the Code, and, in the case of certain financial institutions (within the meaning of Section 265(b)(5) of the Code), eighty percent (80%) of the interest expense deemed incurred by such financial institutions to purchase or to carry "qualified tax-exempt obligations" is deductible.

Owners of the Bonds should consult their own tax advisors as to the applicability and effect on their federal income taxes of the alternative minimum tax, the environmental tax, the

Minutes, City of Southaven, Southaven, Mississippi

branch profits tax and the tax on passive investment income of corporations, as well as the applicability and effect of any other collateral federal income tax consequences.

It is understood that the rights of the owners of the Bonds and the enforceability of the Bonds and the Bond Resolution may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar law affecting creditors' rights heretofore or hereafter enacted and that the enforcement thereof may be subject to the exercise of judicial discretion in accordance with general principles of equity.

In rendering the foregoing opinions, we have assumed the accuracy and truthfulness of all public records and of all certificates, resolutions, documents and other proceedings examined by us that have been executed or certified by public officials acting within the scope of their official capacities and have not verified the accuracy or truthfulness thereof. We also have assumed the genuineness of the signatures appearing upon such public records, certifications, resolutions, documents and proceedings.

Very truly yours,

BUTLER SNOW LLP

Minutes, City of Southaven, Southaven, Mississippi

EXHIBIT B PROOF OF PUBLICATION

ButlerSnow 18329928v2

Minutes, City of Southaven, Southaven, Mississippi

AFFP

PN: BOND SALE \$6,565,000

Affidavit of Publication

DESOTO TIMES-TRIBUNE

STATE OF MS) SS
COUNTY OF DESOTO)

DIANE SMITH, being duly sworn, says:

That she is a Clerk of the DESOTO TIMES-TRIBUNE, a newspaper of general circulation in said county, published in Hernando, DeSoto County, MS; that the publication, a copy of which is printed hereon, was published in the said newspaper on the following dates:

November 07, 2013, November 14, 2013

That said newspaper was regularly issued and circulated on those dates.

SIGNED:



Clerk

Subscribed to and sworn to me this 14th day of November 2013.



JUDY HAYES, Notary, DeSoto County, MS

My commission expires: October 01, 2017

00007387 00025352

Sheila Heath
City of Southaven (Legal)
8710 Northwest Dr.
Southaven, MS 38671



NOTICE OF BOND SALE \$6,565,000

GENERAL OBLIGATION BONDS SERIES 2013A OF THE CITY OF SOUTHAVEN, MISSISSIPPI

Sealed proposals will be received and opened by the City Clerk of the City of Southaven, Mississippi, in her office in the City Hall until the hour of 3:00 o'clock p.m. on the 19th day of November, 2013 for subsequent presentation to the Mayor and Board of Aldermen of the City of Southaven, Mississippi (the "Governing Body" of the "City"), in its meeting place in the City Hall of the City at a meeting scheduled for 6:00 o'clock p.m. on said date, at which time said bids will be publicly read, for the purchase in its entirety, at not less than par and accrued interest to the date of delivery thereof, of an issue of Six Million Five Hundred Sixty-Five Thousand Dollars (\$6,565,000) principal amount General Obligation Bonds, Series 2013A, of the City (the "Bonds").

The Bonds will be dated December 1, 2013, will be delivered in the denomination of Five Thousand Dollars (\$5,000) each, or Integral multiples thereof up to the amount of a single maturity, will be numbered from one upward; will be issued in fully registered form; and will bear interest from the date thereof at the rate or rates offered by the successful bidder in its bid, payable on June 1 and December 1 in each year (each an "Interest Payment Date"), commencing December 1, 2014. The Bonds will mature serially on December 1 in each year and in the principal amounts as follows:

YEAR	AMOUNT
2014	\$230,000
2015	240,000
2016	250,000
2017	260,000
2018	265,000
2019	275,000
2020	285,000
2021	295,000
2022	305,000
2023	315,000
2024	330,000
2025	340,000
2026	350,000
2027	365,000
2028	375,000
2029	390,000
2030	405,000
2031	415,000
2032	430,000
2033	445,000

The Bonds maturing on December 1, 2024 and thereafter, are subject to redemption prior to their stated dates of maturity, at par, plus accrued interest to the date of redemption, either in whole, or in part, at any time on or after December 1, 2023.

The City will appoint the Paying and Transfer Agent for the Bonds after receiving the recommendation of the successful bidder. The Paying and Transfer Agent shall be a bank or trust company with a main office or branch located within the State of Mississippi. The Paying Agent and/or Transfer Agent shall be subject to change by order of the Governing Body under the conditions and in the manner provided in the Bond Resolution under which the Bonds are issued.

The successful bidder must deliver to the Transfer Agent within thirty (30) days of the date of sale, or at such other later date as may be designated by the City, the names and addresses of the Registered Owners of the Bonds and the denominations in which the Bonds of each maturity are to be issued. If the successful bidder fails to submit such information to the Transfer Agent by the required time, one bond may be issued for each maturity in the full amount maturing on that date registered in the name of the successful bidder.

Both principal of and interest on the Bonds will be payable by check or draft mailed on the Interest Payment Date to Registered Owners of the Bonds as of the 15th day of the month preceding the maturity date for such principal or interest payment at the addresses appearing in the registration records of the City maintained by the

Minutes, City of Southaven, Southaven, Mississippi

Transfer Agent. Payment of principal at maturity shall be conditioned on the presentation and surrender of the Bonds at the principal office of the Transfer Agent. The Bonds will be transferable only upon the records of the City maintained by the Transfer Agent.

The Bonds shall not bear a greater overall maximum interest rate to maturity than eleven percent (11%) per annum, and shall mature in the amounts and on the dates hereinabove set forth; no Bond shall bear more than one (1) rate of interest; each Bond shall bear interest from its date to its stated maturity date at the interest rate or rates specified in the bid; all Bonds of the same maturity shall bear the same rate of interest from date to maturity. The lowest interest rate specified shall not be less than seventy percent (70%) of the highest interest rate specified; each interest rate specified must be an even multiple of one-eighth of one percent (1/8 of 1%) or one-tenth of one percent (1/10 of 1%) and a zero rate cannot be named. The interest rate for any one maturity shall not exceed eleven percent (11%) per annum.

The Bonds are being issued for the purpose of providing funds for (a) constructing, improving or paving streets, sidewalks, driveways, parkways, walkways, bridges, culverts or public parking facilities, and purchasing land therefor; protecting a municipality, its street and sidewalks from overflow, caving banks and other like dangers; establishing storm or drainage, and repaving, improving and extending the same; (b) erecting, repaving, improving, adorning and equipping municipal buildings and purchasing buildings or land therefor; (c) paying for costs of issuance of the Bonds (together (a) through (c) are referred to herein as the "Project").

The Bonds will be general obligations of the City payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate or amount upon the taxable property within the geographical limits of the City; provided, however, that such tax levy for any year shall be abated pro tanto to the extent the City on or prior to September 1 of that year has transferred money to the 2013A Bond Fund of the Bonds, or has made other provisions for funds, to be applied toward payment of the principal of and interest on the Bonds due during the ensuing fiscal year of the City. The City, when necessary, will levy annually a special tax upon all taxable property within the geographical limits of the City adequate and sufficient to provide for the payment of the principal of and the interest on the Bonds as the same falls due.

The City did designate the Bonds as qualified tax-exempt obligations within the meaning and for the purposes of Section 265(b)(3) of the Code.

Proposals should be addressed to the Mayor and Board of Aldermen and should be plainly marked "Proposal for General Obligation Bonds, Series 2013A, of the City of Southaven, Mississippi," and should be filed with the Clerk of the City on or prior to the date and hour hereinabove named.

Each bid must be accompanied by a cashier's check, certified check, or exchange, issued or certified by a bank located in the State of Mississippi, payable to the City of Southaven, Mississippi, in the amount of One Hundred Thirty One Thousand Three Hundred Dollars (\$131,300.00) as a guaranty that the bidder will carry out its contract and purchase the Bonds if its bid be accepted. If the successful bidder fails to purchase the Bonds pursuant to its bid and contract, then the amount of such good faith check shall be retained by the City as liquidated damages for such failure. No interest will be allowed on the amount of the good faith deposit. All checks of unsuccessful bidders will be returned immediately on award of the Bonds. All proposals shall remain firm for three hours after the time specified for the opening of proposals and an award of the Bonds, or rejection of proposals, will be made by the City within said period of time.

The award, if any, will be made to the bidder complying with the terms of sale and offering to purchase the Bonds at the lowest net interest cost to the City. The net interest cost will be determined by computing the aggregate interest on the Bonds over the life of the issue at the rate or rates of interest specified by the bidder, less premium offered, if any. It is requested that each proposal be accompanied by a statement of the net interest cost (computed to six decimal places), but such statement will not be considered a part of the proposal.

The Governing Body reserves the right to reject any and all bids submitted and to waive any irregularity or informality.

The obligation of the purchaser to purchase and pay for the Bonds is conditioned on the delivery, at the time of settlement of the Bonds, of the following: (1) the approving legal opinion of Butler Snow LLP, Ridgeland, Mississippi, Bond Counsel, to the effect that the Bonds constitute valid and legally binding obligations of the City payable from and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate or amount upon all the taxable property within the geographical limits of the City and to the effect that the interest on the Bonds is exempt from Federal and State of Mississippi income taxes under existing laws, regulations, rulings and judicial decisions with such exceptions as shall be required by the Internal Revenue Code of 1986; and (2) the delivery of certificates in form and tenor satisfactory to Bond Counsel evidencing the proper execution and delivery of the Bonds and receipt of payment therefor, including a statement of the City, dated as of the date of such delivery, to the effect that there is no litigation pending or, to the knowledge of the signer or signers

Minutes, City of Southaven, Southaven, Mississippi

thereof, threatened relating to the issuance, sale and delivery of the Bonds. A copy of said approving legal opinion will appear on or accompany the Bonds. Delivery of the Bonds is expected to be made within sixty (60) days after the aforesaid date of sale of the Bonds at a place to be designated by the purchaser and without cost to the purchaser. Simultaneously with the delivery of the Bonds, the purchaser shall furnish to the City a certificate, in form acceptable to Bond Counsel, stating that: (i) it purchased the Bonds as an investment for its own account and not with a view toward distribution or resale in the capacity of a bond house, broker, or intermediary; or (ii) pursuant to a bona fide public offering of all of the Bonds, it sold a substantial amount (ten percent (10%), or more, in par amount) of each maturity of the Bonds to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) at or below the initial public offering prices set forth in such certificate. The purchaser shall also furnish a certificate, in form acceptable to Bond Counsel, setting forth the yield on the Bonds and issue price thereof, calculated in accordance with the requirements of the Code.

It is anticipated that CUSIP identification numbers will be printed on the Bonds unless specifically declined by the purchaser, but neither the failure to print such number on any Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the purchaser thereof to accept delivery of and pay for the Bonds in accordance with the terms of the purchase contract. All expenses in relation to the printing of CUSIP numbers on the Bonds shall be paid by the City; the CUSIP Service Bureau charge for the assignment of said numbers shall be the responsibility of and shall be paid for by the purchaser.

The City has covenanted in its Bond Resolution that under SEC Rule 15c2-12, the City will deliver or cause to be delivered annually, commencing with the fiscal year of the City ending on September 30, 2014, to each "nationally recognized municipal securities information repository," within the meaning of SEC Rule 15c2-12, and certain other entities described in SEC Rule 15c2-12 (said repositories and other entities are collectively referred to as the "Repositories"), (i) annual financial information and operating data relating to the City, including audited financial statements of the City and (ii) notice of certain events, if any, relating to the Bonds and the City, if the City deems such events to be material, as set forth in SEC Rule 15c2-12. Anyone requesting information under the continuing disclosure requirements of SEC Rule 15c2-12 should contact the City Clerk, City Hall, 8710 Northwest Dr., Southaven, Mississippi 38671 Telephone Number: (662) 280-2489. The Preliminary Official Statement, dated November 5, 2013, has been "deemed final" as of such date by the City with permitted omissions, subject to change without notice and to completion or modification in a final Official Statement (the "Official Statement"). The City will make available to the successful bidder a reasonable number of Official Statements within seven (7) business days (excluding Saturdays, Sundays and national holidays) of the award of the Bonds. The successful bidder shall conform to the requirements of Securities Exchange Act 15c2-12 ("SEC Rule 15c2-12"), including an obligation, if any, to update the Official Statement and shall bear all costs relating thereto. During the period from the delivery of the Official Statement to and including the date which is twenty-five (25) days following the end of the underwriting period for the Bonds (as described below) the City shall notify the successful bidder if any event of which it has knowledge shall occur which might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

The successful bidder shall file the Official Statement with a nationally recognized municipal securities information repository (a "Repository") at the earliest practicable date after the date of delivery of the Bonds. The end of the underwriting period shall mean the earlier of (a) the date of the Closing unless the City has been notified in writing to the contrary by the representative of the successful bidder on or prior to such date, or (b) the date on which the "end of the underwriting period" for the Bonds has occurred under SEC Rule 15c2-12. The successful bidder shall notify the City of the date which is the "end of the underwriting period" within the meaning of the SEC Rule 15c2-12.

By order of the Board of Aldermen of the City of Southaven, Mississippi, on November 5, 2013.

/s/ Sheila Heath

CITY CLERK

PUBLISH: November 7 and 14, 2013

Minutes, City of Southaven, Southaven, Mississippi

OFFICIAL BID FORM

November 19, 2013

Board of Aldermen
 City of Southaven, Mississippi
 City Hall, 8710 Northwest Drive
 Southaven, Mississippi 38671

Gentlemen:

We hereby offer to pay \$ 6,632,750.65 plus accrued interest to the date of delivery for the Six Million Five Hundred Sixty-Five Thousand Dollars (\$6,565,000) principal amount General Obligation Bonds, Series 2013A, dated December 1, 2013 (the "Bonds"), of the City of Southaven, Mississippi (the "City"), as described in the Notice of Bond Sale, dated November 5, 2013, maturing and bearing interest as follows:

<u>YEAR OF MATURITY</u>	<u>PRINCIPAL AMOUNT</u>	<u>INTEREST RATE</u>	<u>YEAR OF MATURITY</u>	<u>PRINCIPAL AMOUNT</u>	<u>INTEREST RATE</u>
2014	\$230,000	<u>2.625</u>	2024	\$330,000	<u>2.625</u>
2015	240,000		2025	340,000	<u>↓</u>
2016	250,000		2026	350,000	<u>2.75</u>
2017	260,000		2027	365,000	<u>3.00</u>
2018	265,000		2028	375,000	<u>3.00</u>
2019	275,000		2029	390,000	<u>3.25</u>
2020	285,000		2030	405,000	<u>3.25</u>
2021	295,000		2031	415,000	<u>3.50</u>
2022	305,000		2032	430,000	<u>3.50</u>
2023	315,000	<u>↓</u>	2033	445,000	<u>3.625</u>

Based upon the interest rate or rates specified above, we compute the gross interest cost to the City to be \$ 2,358,931.25, the net interest cost (deducting premium of \$ 67,750.65, if any) to be \$ 2,291,180.60 and the average annual net interest rate from the date of the Bonds to their respective maturities to be 2.9995 %.

If there is any discrepancy as between the actual interest cost computed upon the rate or rates of interest above specified and the interest cost or average rate hereinabove set forth, the interest rate or rates above specified and the actual interest cost or average interest rate computed upon said rate or rates shall prevail.

A (cashier's check) (certified check) (bank exchange), issued or certified by a bank located in the State of Mississippi and payable to the order of the City of Southaven, Mississippi, in the amount of One Hundred Thirty One Thousand Three Hundred Dollars (\$131,300)

Minutes, City of Southaven, Southaven, Mississippi

accompanies this proposal as a guarantee that we will carry out this contract and accept delivery of the Bonds if this proposal is accepted, which shall be returned to the undersigned (1) if this bid be not accepted or (2) if the City should fail to deliver the Bonds to the undersigned in accordance with the terms of this proposal, or applied as and for liquidated damages in the event that the undersigned fails to take up and pay for the Bonds.

This proposal is submitted subject to all of the terms and conditions of the Notice of Bond Sale, dated November 5, 2013, which by reference is hereby made a part of this Bid.

BIDDER: FTN Financial Capital Markets
BY: [Signature]
TITLE: SVP

Associates (if any):

Return of good faith deposit is hereby acknowledged.

DATE: _____

BY: _____

ACCEPTANCE

The above proposal accepted by resolution of the Board of Aldermen of the City and receipt of the within-mentioned check is hereby acknowledged.

CITY OF SOUTHAVEN, MISSISSIPPI

BY: _____
City Clerk

(SEAL)

Minutes, City of Southaven, Southaven, Mississippi

OFFICIAL BID FORM

November 19, 2013

Board of Aldermen
 City of Southaven, Mississippi
 City Hall, 8710 Northwest Drive
 Southaven, Mississippi 38671

Gentlemen:

We hereby offer to pay \$6,724,893.20 plus accrued interest to the date of delivery for the Six Million Five Hundred Sixty-Five Thousand Dollars (\$6,565,000) principal amount General Obligation Bonds, Series 2013A, dated December 1, 2013 (the "Bonds"), of the City of Southaven, Mississippi (the "City"), as described in the Notice of Bond Sale, dated November 5, 2013, maturing and bearing interest as follows:

<u>YEAR OF MATURITY</u>	<u>PRINCIPAL AMOUNT</u>	<u>INTEREST RATE</u>	<u>YEAR OF MATURITY</u>	<u>PRINCIPAL AMOUNT</u>	<u>INTEREST RATE</u>
2014	\$230,000	<u>3.00</u>	2024	\$330,000	<u>3.00</u>
2015	240,000	<u>3.00</u>	2025	340,000	<u>3.00</u>
2016	250,000	<u>3.00</u>	2026	350,000	<u>3.125</u>
2017	260,000	<u>3.00</u>	2027	365,000	<u>3.25</u>
2018	265,000	<u>3.00</u>	2028	375,000	<u>3.375</u>
2019	275,000	<u>3.00</u>	2029	390,000	<u>3.50</u>
2020	285,000	<u>3.00</u>	2030	405,000	<u>3.625</u>
2021	295,000	<u>3.00</u>	2031	415,000	<u>3.75</u>
2022	305,000	<u>3.00</u>	2032	430,000	<u>4.00</u>
2023	315,000	<u>3.00</u>	2033	445,000	<u>4.00</u>

Based upon the interest rate or rates specified above, we compute the gross interest cost to the City to be \$2,632,062.50, the net interest cost (deducting premium of \$159,893.20, if any) to be \$2,472,169.30 and the average annual net interest rate from the date of the Bonds to their respective maturities to be 3.236459%.

If there is any discrepancy as between the actual interest cost computed upon the rate or rates of interest above specified and the interest cost or average rate hereinabove set forth, the interest rate or rates above specified and the actual interest cost or average interest rate computed upon said rate or rates shall prevail.

A (cashier's check) (certified check) (bank exchange), issued or certified by a bank located in the State of Mississippi and payable to the order of the City of Southaven, Mississippi, in the amount of One Hundred Thirty One Thousand Three Hundred Dollars (\$131,300)

Minutes, City of Southaven, Southaven, Mississippi

NOV-19-2013 09:27

PIPER JAFFRAY

1.02

accompanies this proposal as a guarantee that we will carry out this contract and accept delivery of the Bonds if this proposal is accepted, which shall be returned to the undersigned (1) if this bid be not accepted or (2) if the City should fail to deliver the Bonds to the undersigned in accordance with the terms of this proposal, or applied as and for liquidated damages in the event that the undersigned fails to take up and pay for the Bonds.

This proposal is submitted subject to all of the terms and conditions of the Notice of Bond Sale, dated November 5, 2013, which by reference is hereby made a part of this Bid.

BIDDER: Piper Jaffray

BY: [Signature]

TITLE: Trading + Underwriting

Associates (if any):

Return of good faith deposit is hereby acknowledged.

DATE: 11-19-13

BY: [Signature]

ACCEPTANCE

The above proposal accepted by resolution of the Board of Aldermen of the City and receipt of the within-mentioned check is hereby acknowledged.

CITY OF SOUTHAVEN, MISSISSIPPI

BY: _____
City Clerk

(SEAL)

18302763 v1

Minutes, City of Southaven, Southaven, Mississippi

Duncan Williams

901.260.7005

11/15/2013 11:17

#220

OFFICIAL BID FORM

November 19, 2013

Board of Aldermen
City of Southaven, Mississippi
City Hall, 8710 Northwest Drive
Southaven, Mississippi 38671

Gentlemen:

We hereby offer to pay \$ 6,565,000 plus accrued interest to the date of delivery for the Six Million Five Hundred Sixty-Five Thousand Dollars (\$6,565,000) principal amount General Obligation Bonds, Series 2013A, dated December 1, 2013 (the "Bonds") of the City of Southaven, Mississippi (the "City") as described in the Notice of Bond Sale, dated November 5, 2013, maturing and bearing interest as follows:

<u>YEAR OF MATURITY</u>	<u>PRINCIPAL AMOUNT</u>	<u>INTEREST RATE</u>	<u>YEAR OF MATURITY</u>	<u>PRINCIPAL AMOUNT</u>	<u>INTEREST RATE</u>
2014	\$230,000	<u>2.75</u>	2024	\$330,000	<u>2.75</u>
2015	240,000	<u>2.75</u>	2025	340,000	<u>3.00</u>
2016	250,000	<u>2.75</u>	2026	350,000	<u>3.25</u>
2017	260,000	<u>2.75</u>	2027	365,000	<u>3.25</u>
2018	265,000	<u>2.75</u>	2028	375,000	<u>3.375</u>
2019	275,000	<u>2.75</u>	2029	390,000	<u>3.50</u>
2020	285,000	<u>3.00</u>	2030	405,000	<u>3.50</u>
2021	295,000	<u>3.00</u>	2031	415,000	<u>3.625</u>
2022	305,000	<u>3.00</u>	2032	430,000	<u>3.75</u>
2023	315,000	<u>2.75</u>	2033	445,000	<u>3.75</u>

Based upon the interest rate or rates specified above, we compute the gross interest cost to the City to be \$ 2,546,806.25, the net interest cost (deducting premium of \$ 0 if any) to be \$ 2,546,806.25 and the average annual net interest rate from the date of the Bonds to their respective maturities to be 3.726316 %.

If there is any discrepancy as between the actual interest cost computed upon the rate or rates of interest above specified and the interest cost or average rate hereinabove set forth, the interest rate or rates above specified and the actual interest cost or average interest rate computed upon said rate or rates shall prevail.

A cashier's check (certified check) (bank exchange), issued or certified by a bank located in the State of Mississippi and payable to the order of the City of Southaven, Mississippi, in the amount of One Hundred Thirty One Thousand Three Hundred Dollars (\$131,300)

Minutes, City of Southaven, Southaven, Mississippi

From: Duncan Williams

901 260 7005

11/15/2013 11:37

#229 P.003/003

accompanies this proposal as a guarantee that we will carry out this contract and accept delivery of the Bonds if this proposal is accepted, which shall be returned to the undersigned (1) if this bid is not accepted, or (2) if the City should fail to deliver the Bonds to the undersigned in accordance with the terms of this proposal, or applied as and for liquidated damages in the event that the undersigned fails to take up and pay for the Bonds.

This proposal is submitted subject to all of the terms and conditions of the Notice of Bond Sale, dated November 5, 2013, which by reference is hereby made a part of this Bid.

BIDDER:

BY:

TITLE:

Associates (if any):

Return of good faith deposit is hereby acknowledged.

DATE:

BY:

ACCEPTANCE

The above proposal accepted by resolution of the Board of Aldermen of the City and receipt of the within-mentioned check is hereby acknowledged.

CITY OF SOUTHAVEN, MISSISSIPPI

BY:

City Clerk

(SEAL)

ButlerSnow 18902763

Minutes, City of Southaven, Southaven, Mississippi

OFFICIAL BID FORM

November 19, 2013

Board of Aldermen
 City of Southaven, Mississippi
 City Hall, 8710 Northwest Drive
 Southaven, Mississippi 38671

Gentlemen:

We hereby offer to pay \$ 6,685,205.50 plus accrued interest to the date of delivery for the Six Million Five Hundred Sixty-Five Thousand Dollars (\$6,565,000) principal amount General Obligation Bonds, Series 2013A, dated December 1, 2013 (the "Bonds"), of the City of Southaven, Mississippi (the "City"), as described in the Notice of Bond Sale, dated November 5, 2013, maturing and bearing interest as follows:

<u>YEAR OF MATURITY</u>	<u>PRINCIPAL AMOUNT</u>	<u>INTEREST RATE</u>	<u>YEAR OF MATURITY</u>	<u>PRINCIPAL AMOUNT</u>	<u>INTEREST RATE</u>
2014	\$230,000	<u>3.00</u>	2024	\$330,000	<u>3.00</u>
2015	240,000	<u>3.00</u>	2025	340,000	<u>3.00</u>
2016	250,000	<u>3.00</u>	2026	350,000	<u>3.25</u>
2017	260,000	<u>3.00</u>	2027	365,000	<u>3.50</u>
2018	265,000	<u>3.00</u>	2028	375,000	<u>3.75</u>
2019	275,000	<u>3.00</u>	2029	390,000	<u>4.00</u>
2020	285,000	<u>3.00</u>	2030	405,000	<u>4.00</u>
2021	295,000	<u>3.00</u>	2031	415,000	<u>4.00</u>
2022	305,000	<u>3.00</u>	2032	430,000	<u>4.00</u>
2023	315,000	<u>3.00</u>	2033	445,000	<u>4.00</u>

Based upon the interest rate or rates specified above, we compute the gross interest cost to the City to be \$ 2,747,312.50, the net interest cost (deducting premium of \$ 120,205.50, if any) to be \$ 2,627,107.00 and the average annual net interest rate from the date of the Bonds to their respective maturities to be 3.439297%.

If there is any discrepancy as between the actual interest cost computed upon the rate or rates of interest above specified and the interest cost or average rate hereinabove set forth, the interest rate or rates above specified and the actual interest cost or average interest rate computed upon said rate or rates shall prevail.

A (cashier's check) (certified check) (bank exchange), issued or certified by a bank located in the State of Mississippi and payable to the order of the City of Southaven, Mississippi, in the amount of One Hundred Thirty One Thousand Three Hundred Dollars (\$131,300)

Minutes, City of Southaven, Southaven, Mississippi

accompanies this proposal as a guarantee that we will carry out this contract and accept delivery of the Bonds if this proposal is accepted, which shall be returned to the undersigned (1) if this bid be not accepted or (2) if the City should fail to deliver the Bonds to the undersigned in accordance with the terms of this proposal, or applied as and for liquidated damages in the event that the undersigned fails to take up and pay for the Bonds.

This proposal is submitted subject to all of the terms and conditions of the Notice of Bond Sale, dated November 5, 2013, which by reference is hereby made a part of this Bid.

BIDDER: Crews + Associates, Inc

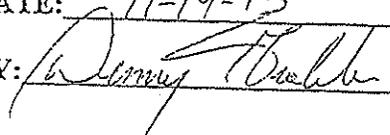
BY: 

TITLE: Sr. V.P.

Associates (if any):

Return of good faith deposit is hereby acknowledged.

DATE: 11-19-13

BY: 

ACCEPTANCE

The above proposal accepted by resolution of the Board of Aldermen of the City and receipt of the within-mentioned check is hereby acknowledged.

CITY OF SOUTHAVEN, MISSISSIPPI

BY: _____
City Clerk

(SEAL)

Minutes, City of Southaven, Southaven, Mississippi

OFFICIAL BID FORM

November 19, 2013

Board of Aldermen
 City of Southaven, Mississippi
 City Hall, 8710 Northwest Drive
 Southaven, Mississippi 38671

Gentlemen:

We hereby offer to pay \$ 6,773,036.85 plus accrued interest to the date of delivery for the Six Million Five Hundred Sixty-Five Thousand Dollars (\$6,565,000) principal amount General Obligation Bonds, Series 2013A, dated December 1, 2013 (the "Bonds"), of the City of Southaven, Mississippi (the "City"), as described in the Notice of Bond Sale, dated November 5, 2013, maturing and bearing interest as follows:

<u>YEAR OF MATURITY</u>	<u>PRINCIPAL AMOUNT</u>	<u>INTEREST RATE</u>	<u>YEAR OF MATURITY</u>	<u>PRINCIPAL AMOUNT</u>	<u>INTEREST RATE</u>
2014	\$230,000	<u>3.00%</u>	2024	\$330,000	<u>3.50</u>
2015	240,000	<u>3.00</u>	2025	340,000	<u>3.50</u>
2016	250,000	<u>3.00</u>	2026	350,000	<u>3.50</u>
2017	260,000	<u>3.00</u>	2027	365,000	<u>3.50</u>
2018	265,000	<u>3.00</u>	2028	375,000	<u>4.00</u>
2019	275,000	<u>3.00</u>	2029	390,000	<u>4.00</u>
2020	285,000	<u>3.00</u>	2030	405,000	<u>4.00</u>
2021	295,000	<u>3.00</u>	2031	415,000	<u>4.00</u>
2022	305,000	<u>3.00</u>	2032	430,000	<u>4.00</u>
2023	315,000	<u>3.00</u>	2033	445,000	<u>4.00</u>

Based upon the interest rate or rates specified above, we compute the gross interest cost to the City to be \$ 2,811,300.00, the net interest cost (deducting premium of \$ 208,036.85, if any) to be \$ 2,603,263.15 and the average annual net interest rate from the date of the Bonds to their respective maturities to be 3.40%.

If there is any discrepancy as between the actual interest cost computed upon the rate or rates of interest above specified and the interest cost or average rate hereinabove set forth, the interest rate or rates above specified and the actual interest cost or average interest rate computed upon said rate or rates shall prevail.

A (cashier's check) (certified check) (bank exchange), issued or certified by a bank located in the State of Mississippi and payable to the order of the City of Southaven, Mississippi, in the amount of One Hundred Thirty One Thousand Three Hundred Dollars (\$131,300)

Minutes, City of Southaven, Southaven, Mississippi

accompanies this proposal as a guarantee that we will carry out this contract and accept delivery of the Bonds if this proposal is accepted, which shall be returned to the undersigned (1) if this bid be not accepted or (2) if the City should fail to deliver the Bonds to the undersigned in accordance with the terms of this proposal, or applied as and for liquidated damages in the event that the undersigned fails to take up and pay for the Bonds.

This proposal is submitted subject to all of the terms and conditions of the Notice of Bond Sale, dated November 5, 2013, which by reference is hereby made a part of this Bid.

BIDDER: Sterne Agee & Leach
BY: M. Gibson
TITLE: VP

Associates (if any):

205-949-3513

Return of good faith deposit is hereby acknowledged.

DATE: 11-19-13
BY: Denny Amadio

ACCEPTANCE

The above proposal accepted by resolution of the Board of Aldermen of the City and receipt of the within-mentioned check is hereby acknowledged.

CITY OF SOUTHAVEN, MISSISSIPPI

BY: _____
City Clerk

(SEAL)

Minutes, City of Southaven, Southaven, Mississippi

RESOLUTION OF CITY OF SOUTHAVEN BOARD OF ALDERMAN REJECTING ALL BIDS FOR ELECTRICAL CONTRACTOR

WHEREAS, the City of Southaven ("City") advertised for pricing for electrical contractors on October 3, 2013 and October 10, 2013 which will assist the City with electrical work for various facilities; and

WHEREAS, pursuant to the legislative intent of Mississippi Code 31-7-13, the City desires to operate and expend public City money in the most efficient and responsible manner for its citizens; and

WHEREAS, the City's Officers and Board have reviewed the pricing and bids along with the qualifications, responsibility, types of work needed and other information which is responsive to the Advertisement for Pricing for Electrical Contractors to determine which bid is the lowest and best; and

WHEREAS, the City Officers have examined various methods for completing certain tasks for electrical work required in the City and have determined that flat rate method based on individual tasks will provide a cost savings to the City; and

WHEREAS, the electrical specifications issued by the City did not provide for a flat rate method of pricing as drafting specifications for each possible task which may be needed by the City would be inefficient and impossible to determine; and

WHEREAS, the electrical projects anticipated to be needed by the City will be under the Fifty Thousand Dollars and 00/100 (\$50,000.00) threshold required for public bids pursuant to Mississippi Code 31-7-13; and

WHEREAS, the City adheres to the purchasing guidelines set forth in Mississippi Code 31-7-13 and the City Purchase Guidelines, which provides the implementation of the procedures for Mississippi Code 31-7-13; and

WHEREAS, based on the responses by the individual contractors to the City's Advertisement for Pricing for Electrical Contractors, the City is unable to determine the lowest and best bid based on the different hourly prices for certain electrical personnel and the uncertainty of which type of electrical personnel will be utilized for the majority of the work needed by the City; and

WHEREAS, the City desires to establish a consistent and stable approach with regard to specific tasks and the wide variances in the hourly rates for different electrical personnel as submitted by the responders to the Advertisement for Electrical Pricing does not allow for City to satisfy this demand of the City auditor; and

WHEREAS, the advertised bid specifications allowed for the City to reject any and all bids; and

Minutes, City of Southaven, Southaven, Mississippi

WHEREAS, the City can save its citizens money and allow for more efficient uses of the public resources and monies by adhering to a flat rate method per individual task, pursuant to the purchasing laws as set forth in Mississippi Code 31-7-13, based on each electrical task; and

NOW THEREFORE, be it resolved as follows:

1. Pursuant to the bid specifications whereby City advertised that it had the discretion to reject any and all bids and the recommendation of the City's Public Works and Director of Operations, the City hereby rejects all electrical bids due to the savings that the City can realize by allowing for a flat rate for an individual task in accordance with the dictates of Mississippi Code 31-7-13 as opposed to an hourly rate as set forth in the bid specifications and responses. Also, the City is unable to determine the lowest and best response to the Bids based on the various pricing for different electrical personnel as will be required and utilized by the City. In addition, the City desires to establish a consistent and stable approach with regard to specific tasks and the wide variances in the hourly rates for different electrical personnel as submitted by the responders to the Advertisement for Electrical Pricing does not allow for City to satisfy this demand of the City auditor. Furthermore, as the Mississippi Supreme Court and multiple Attorney General Opinions have noted, the City Board has great discretion when reviewing bids. *Parker Bros. v. Crawford*, 219 Miss. 199, 209, 68 So.2d 281 (1953).

2. The City Officials, Employees and Representatives shall utilize any and all electrical services in a manner consistent with the laws of Mississippi Code 31-7-13 and the City Purchasing Guidelines.

3. The City does not currently have any current electrical contracts with any third parties, as no prior approval for any current or binding contracts are located in the minutes; however, to the extent any such contract is or has been claimed by any third party, the City voids all electrical contracts with the City as it is well-settled in Mississippi that governing authorities of a municipality may not bind their successors in office to a contract which takes away the successor board's rights and powers conferred by law. *Biloxi Firefighters Assoc. v. City of Biloxi*, 810 So.2d 589 (Miss.2002).

3. The Mayor or his designee is authorized to act in a manner consistent with the intent and purpose of this Resolution.

4. In the event, the City determines that re-bidding the electrical services is necessary based on the lack of cost savings to the City, the City may re-bid the pricing in a manner consistent with Mississippi Code 31-7-13.

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Minutes, City of Southaven, Southaven, Mississippi

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

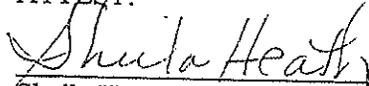
Alderman William Brooks	YES
Alderman Kristian Kelly	YES
Alderman Shirley Beshears	YES
Alderman George Payne	YES
Alderman Joel Gallagher	YES
Alderman Scott Ferguson	YES
Alderman Raymond Flores	YES

RESOLVED AND DONE, this 19th day of November, 2013.



Darren Musselwhite, MAYOR

ATTEST:


Sheila Heath, CITY CLERK

Minutes, City of Southaven, Southaven, Mississippi

RESOLUTION OF CITY OF SOUTHAVEN BOARD OF ALDERMAN REJECTING ALL BIDS FOR GENERATOR MAINTENANCE

WHEREAS, the City of Southaven ("City") advertised for pricing for generator maintenance on **October 3, 2013 and October 10, 2013** which will assist the City with generators for various facilities and items; and

WHEREAS, pursuant to the legislative intent of Mississippi Code 31-7-13, the City desires to operate and expend public City money in the most efficient and responsible manner for its citizens; and

WHEREAS, the City's Officers and Board have reviewed the pricing and bids along with the qualifications, responsibility, types of work needed and other information which is responsive to the Advertisement for Pricing for Generator Maintenance to determine which bid is the lowest and best; and

WHEREAS, the City Officers have examined various methods for completing generator maintenance required in the City and have determined that an ongoing contract is not necessary or suggested to address the issue of generator maintenance efficiently and due to the cost savings for the City and the critical nature of this equipment in maintaining the safety of City personnel and its citizens, the City desires to request quotes, if required, from qualified vendors when maintenance is needed as opposed to a flat rate method based on individual tasks; and

WHEREAS, Mississippi Code 31-7-1(g) specifically exempts routine repair and regularly scheduled maintenance from the definition of "Construction;" however, the City desires to adhere to the purchasing guidelines set forth in Mississippi Code 31-7-13 and the City Purchase Guidelines with regard to the generator maintenance; and

WHEREAS, even if the generator maintenance were included in the definition of construction pursuant to Mississippi Code 31-7-1(g), the generator maintenance anticipated to be needed by the City will be under the Fifty Thousand Dollars and 00/100 (\$50,000.00) threshold required for public bids pursuant to Mississippi Code 31-7-13; and

WHEREAS, based on the responses by the individual contractors to the City's Advertisement for Pricing for Generator Maintenance, the City is unable to determine the lowest and best bid based on the different hourly prices combined with the actual experience of each responder; and

WHEREAS, the City desires to establish a consistent and stable approach with regard to specific tasks and compliance with Mississippi Code 31-7-13; and

WHEREAS, the advertised bid specifications allowed for the City to reject any and all bids; and

Minutes, City of Southaven, Southaven, Mississippi

WHEREAS, the City can save its citizens money and allow for more efficient uses of the public resources and monies by adhering to the guidelines set forth in Mississippi Code 31-7-13 per individual task for each generator maintenance task; and

NOW THEREFORE, be it resolved as follows:

1. Pursuant to the bid specifications whereby the City advertised that it had the discretion to reject any and all bids and the recommendation of the City's Public Works and Director of Operations, the City hereby rejects all generator maintenance bids due to the savings that the City can realize by allowing the City to request quotes, if required, from qualified vendors in accordance with the dictates of Mississippi Code 31-7-13 when maintenance is needed as opposed to a flat rate method as set forth in the bids. Also, the City notes that Mississippi Code 31-7-1(g) specifically exempts routine repair and regularly scheduled maintenance from the definition of "Construction." In addition, the City is unable to determine the lowest and best response to the Bids based on the responses when combining the hourly rates and experience of each contractor as will be required and utilized by the City. Furthermore, as the Mississippi Supreme Court and multiple Attorney General Opinions have noted, the City Board has great discretion when reviewing bids. *Parker Bros. v. Crawford*, 219 Miss. 199, 209, 68 So.2d 281 (1953).

2. The City Officials, Employees and Representatives shall utilize any and all generator maintenance services in a manner consistent with the laws of Mississippi Code 31-7-13 and the City Purchasing Guidelines.

3. The City voids all current generator maintenance contracts with the City as it is well-settled in Mississippi that governing authorities of a municipality may not bind their successors in office to a contract which takes away the successor board's rights and powers conferred by law. *Biloxi Firefighters Assoc. v. City of Biloxi*, 810 So.2d 589 (Miss.2002).

3. The Mayor or his designee is authorized to act in a manner consistent with the intent and purpose of this Resolution.

4. In the event, the City determines that re-bidding the generator maintenance services is necessary based on the lack of cost savings to the City, the City may re-bid the pricing in a manner consistent with Mississippi Code 31-7-13.

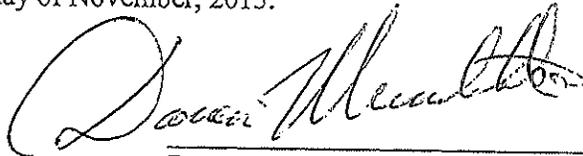
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Minutes, City of Southaven, Southaven, Mississippi

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

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

RESOLVED AND DONE, this 19th day of November, 2013.



Darren Musselwhite, MAYOR

ATTEST:


Sheila Heath, CITY CLERK

Minutes, City of Southaven, Southaven, Mississippi

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

WHEREAS, the City of Southaven ("City") is presently in possession of a wooden pew ("property") which is being stored by the City; and

WHEREAS, the Mayor and Board of Aldermen are desirous of selling the above referenced property for the sum of One Dollar (\$1.00), pursuant to Section 31-7-13(m)(vi) of the Mississippi Code (1972), and

WHEREAS, the Mayor and Board of Aldermen hereby authorize the City Clerk to sell the property to Desoto County, Mississippi for the sum of One Dollar (\$1.00) as the cost of maintaining and storing the property will create an unnecessary financial burden on the Citizens of the City of Southaven, Mississippi.

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

1. The City Clerk is hereby authorized to sell to Desoto County, Mississippi the above described property for the sum of One Dollar (\$1.00), pursuant to Section 31-7-13(m)(vi) of the Mississippi Code (1972).
2. The Mayor and Board of Aldermen do hereby determine that the sale of the property, as set forth herein, is in the best interest of the taxpayers of Southaven, Mississippi.

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

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

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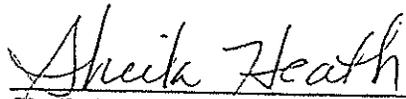
Minutes, City of Southaven, Southaven, Mississippi

RESOLVED AND DONE, this 19th day of November, 2013.



Darren Musselwhite, MAYOR

ATTEST:



Sheila Heath, CITY CLERK



Minutes, City of Southaven, Southaven, Mississippi

**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF SOUTHAVEN, MISSISSIPPI
DECLARING SURPLUS PROPERTY AND AUTHORIZING
THE SALE OF SAME TO GLENDORA,
MISSISSIPPI POLICE DEPARTMENT**

WHEREAS, the City of Southaven is presently in possession of the following surplus property -2005 Ford Crown Victoria Police Interceptor, VIN # 2FAFP71W85X163690, Asset # 2667 ("property"), and

WHEREAS, the Mayor and Board of Aldermen are desirous of selling the above referenced property for the sum of One Dollar (\$1.00), pursuant to Section 31-7-13(m)(vi) of the Mississippi Code (1972), and

WHEREAS, the Mayor and Board of Aldermen hereby authorize the Southaven Police Department to sell such item to the Glendora, Mississippi Police Department for the sum of One Dollar (\$1.00) as the cost of maintaining and storing the property will create an unnecessary financial burden on the Citizens of the City of Southaven, Mississippi.

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

1. The Southaven Police Department be, and is hereby authorized to sell to Glendora, Mississippi Police Department the above described property for the sum of One Dollar (\$1.00), pursuant to Section 31-7-13(m)(vi) of the Mississippi Code (1972).
2. The City Clerk remove the item from the City's Asset List.
3. The Mayor and Board of Aldermen do hereby determine that the sale, as set forth herein, is in the best interest of the taxpayers of Southaven, Mississippi.

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

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

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Minutes, City of Southaven, Southaven, Mississippi

RESOLVED AND DONE, this 19th day of November, 2013.



Darren Musselwhite, MAYOR

ATTEST:


Sheila Heath, CITY CLERK

Minutes, City of Southaven, Southaven, Mississippi

**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF SOUTHAVEN, MISSISSIPPI
DECLARING SURPLUS PROPERTY AND AUTHORIZING
THE SALE OF SAME TO TCHULA,
MISSISSIPPI POLICE DEPARTMENT**

WHEREAS, the City of Southaven is presently in possession of the following surplus property -2005 Ford Crown Victoria Police Interceptor, VIN # 2FAFP71W15X163689, Asset # 2666 ("property"), and

WHEREAS, the Mayor and Board of Aldermen are desirous of selling the above referenced property for the sum of One Dollar (\$1.00), pursuant to Section 31-7-13(m)(vi) of the Mississippi Code (1972), and

WHEREAS, the Mayor and Board of Aldermen hereby authorize the Southaven Police Department to sell such item to the Tchula, Mississippi Police Department for the sum of One Dollar (\$1.00) as the cost of maintaining and storing the property will create an unnecessary financial burden on the Citizens of the City of Southaven, Mississippi.

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

1. The Southaven Police Department be, and is hereby authorized to sell to Tchula, Mississippi Police Department the above described property for the sum of One Dollar (\$1.00), pursuant to Section 31-7-13(m)(vi) of the Mississippi Code (1972).
2. The City Clerk remove the item from the City's Asset List.
3. The Mayor and Board of Aldermen do hereby determine that the sale, as set forth herein, is in the best interest of the taxpayers of Southaven, Mississippi.

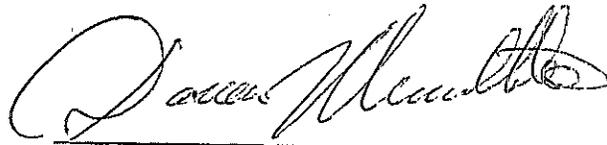
Following the reading of the foregoing Resolution, Alderman Ferguson made the motion and Alderman Brooks seconded the motion for its adoption. The Mayor put the question to a roll call vote, and the result was as follows:

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

REMAINDER OF PAGE LEFT BLANK

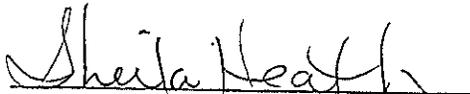
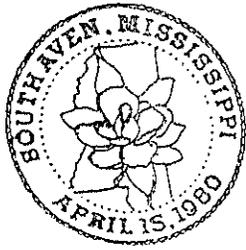
Minutes, City of Southaven, Southaven, Mississippi

RESOLVED AND DONE, this 19th day of November, 2013.

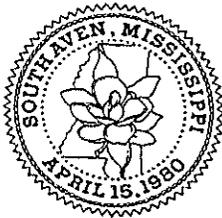


Darren Musselwhite, MAYOR

ATTEST:


Sheila Heath, CITY CLERK

Minutes, City of Southaven, Southaven, Mississippi



June 21, 2010

Mr. Brian Copeland, PE
MDOT District 2 LPA Engineer
P.O. Box 660
Batesville, MS 38606

RE: LPA PROJECT ACTIVATION REQUEST
CITY OF SOUTHAVEN BIKE TRAIL PROJECT
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 ten-foot wide multi-use recreational trail along Tchulahoma Road, Nail Road and Getwell Road and will provide connectivity between two existing parks within the City – Central Park and Snowden Grove Park.

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 Project Number, the City of Southaven will facilitate the next steps to move the project forward as detailed in the PDM, including the the Memorandum of Understanding (MOU) and the LPA-100 and LPA-800 forms, etc.

The City of Southaven is excited that our 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 of our Project Manager, Ms. Whitney Choat (wchoat@southaven.org), regarding this project.

Sincerely,
CITY OF SOUTHAVEN

Darren Musselwhite- Mayor

C: Ms. Whitney Choat, City Planner/Project Manager
Mr. Ron Smith, PE, City Engineer/Project Director

Minutes, City of Southaven, Southaven, Mississippi

PH. (662) 393-4639

FAX PH. (662) 342-9123

TENT PERMIT APPLICATION

City of Southaven
8710 Northwest Drive
Southaven, MS 38671
www.southaven.org

SITE ADDRESS _____

NAME OF BUSINESS _____

CONTRACTOR _____

CONTRACTOR'S ADDRESS _____

IF PURPOSE OF TENT IS FOR ASSEMBLY OR COOKING OPERATIONS IT WILL BE REQUIRED TO BE INSPECTED AND APPROVED BY THE FIRE DEPARTMENT BEFORE USE

APPLICATION FEES:

		SQ. FT. of TENT
(1) Up to 1600 Sq. Ft. (per tent)	\$35.00	_____
(2) Up to 4000 Sq. Ft. (per tent)	\$50.00	_____
(3) Larger than 4000 Sq. Ft. (per tent)	\$75.00	_____

*Allowed in C-3 and C-4 districts with permission from Office of Planning and Development ONLY

PERMIT FEE \$ _____

- Permits are valid for two (2) weeks ONLY (one (1) week). Businesses will be allowed two (2) permits (four (4) permits) annually.
- To ensure uniformity throughout the City of Southaven event tents will be restricted to the following colors:
 - White
 - Black
 - Gray
 - Blue
 - Tan
 - Any color not shown above OR any multi colored tents must be approved by the Office of Planning and Development

Beginning date of event _____

Ending date of event _____

DATE _____ APPLICANT'S SIGNATURE _____

CASH _____ CHECK _____ RECEIPT# _____ PERMIT# _____

*You will need to check with the Planning and Development Department for required setbacks at (662) 393-0111.

Minutes, City of Southaven, Southaven, Mississippi

NPBLF22
9/22/2004

CONTRACT CHANGE ORDER

OWNER: City of Southaven
 CONTRACTOR: Enscor, LLC
 DATE: 10/29/2013 LOAN NUMBER: SRP-C280 910-01
 CHANGE ORDER NUMBER: 1 CONTRACT NUMBER: 1
 PROJECT NAME Hurricane Creek Sewer Project, Gravity Sewer Main - Phase 1
 REASON FOR CHANGE: Time extension due to delays associated with allowing the farmer to harvest the wheat crop prior to contractor disturbance.

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

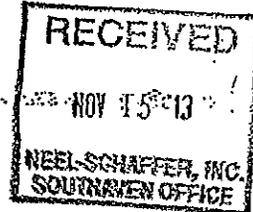
ITEM NO.	DESCRIPTION OF CHANGE(S) (QUANTITIES, ETC.)	UNIT COST	TOTAL CONTRACT	TOTAL ELIGIBLE COST
			TOTAL	TOTAL ELIGIBLE
ORIGINAL CONTRACT AMOUNT:			\$1,158,119.00	\$1,158,119.00
CURRENT CONTRACT AMOUNT:			\$1,158,119.00	\$1,158,119.00
THIS CONTRACT CHANGE:			()\$	()\$
REVISED CONTRACT AMOUNT:			\$	\$
CURRENT CONTRACT COMPLETION DATE:			10/25/2013	10/25/2013
TIME EXTENSION REQUIRED BY CHANGE:			52 days	52 days
REVISED CONTRACT COMPLETION DATE:			12/16/2013	12/16/2013

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

RECOMMENDED BY: [Signature] 11-15-13
 ENGINEER (Signature) DATE
 ACCEPTED BY: [Signature] 11-15-13
 CONTRACTOR (Signature) DATE
 APPROVED BY: [Signature] 11-21-13
 OWNER (Signature) DATE

ENSCOR, LLC

"Sitework Solutions"



October 25, 2013

Mr. Sean E. Hilsdon, P.E.
NEEL-SCHAFFER, INC.
5740 Getwell Road, Building 2
Southaven, Ms 38672

Re: Hurricane Creek Sewer Project
Time Extension

Dear Mr. Hilsdon,

Per the City of Hernando's request we delayed work until the farmer was able to get his crop out of the field.

He did not get his crop out of the field until June 20, 2013.

In doing so we were delayed 52 days before we were able to begin work.

We are requesting 52 days be added to our contract time.

Sincerely,

A handwritten signature in black ink, appearing to read "J. C. Smith".

Jeffrey C. Smith
ENSCOR, LLC

Minutes, City of Southaven, Southaven, Mississippi



Department of Finance & Accounting

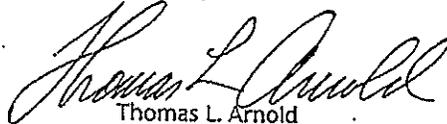
October 24, 2013

City of Southaven
8710 Northwest Drive
Southaven, MS 38671

The County has made a contribution of \$8,000 to the I-69 Coalition to support the effort. Per our agreement the City of Southaven agreed to reimburse the county in the amount of \$500 to pay for part of the costs. Please remit a check for \$500 to the county at the address below.

Thank you very much.

Sincerely,


Thomas L. Arnold

Minutes, City of Southaven, Southaven, Mississippi

Darren Musselwhite

From: Vanessa Lynchard <VLynchard@desotocountymss.gov>
Sent: Thursday, November 07, 2013 2:08 PM
To: Darren Musselwhite
Cc: Lee Caldwell; Mark Gardner
Subject: RE: I-69 Coalition Contribution

I will be glad to give you information. I've copied Sup. Caldwell because she is the appointee to the Coalition. I-69 started as a conceptual highway to connect Canada and Mexico through the U. S. I believe there were seven states in the Coalition for the purpose of making sure the highway went through their areas. I think they were Arkansas, Indiana, Kentucky, Louisiana, Mississippi, Tennessee, and Texas. The counties in the Coalition from Mississippi were DeSoto, Tunica, Coahoma, Bolivar, and Washington. Each state had to provide financial assistance at the beginning to the coalition in the amount of \$20,000. I believe they did a study and lobbied Washington and the price changed accordingly over the years.

I attach a copy of a letter to the City of Southaven from 1995 which shows the total county cost to be \$5,400.

Minutes, City of Southaven, Southaven, Mississippi



DESOTO

CLOVIS I
County A

COURT
2535 HIGHWAY
HERNANDO, MS

July

Honorable J. A. Cates
Mayor, City of Southaven
Post Office Box 425
Southaven, MS 38671

Re: I-69 Contribution

Dear Mayor Cates:

Please find attached a
I-69 lobbying efforts. Last

Minutes, City of Southaven, Southaven, Mississippi

Supervisor Caldwell will have to communicate what the Coalition is working on today in detail, but I can tell you that DeSoto has the only portion built. If we don't continue to participate, our great investment could be a road to nowhere in terms of tourism revenue we could miss. We want this road to continue through Mississippi from the northeast U. S. to the southwest U. S. and we want it to happen as soon as possible.

I hope this helps.

Vanessa Lynchard
DeSoto County Administrator
365 Loshier Street, Suite 300
Hernando, MS 38632

Phone: 662-429-1460
Fax: 662-469-8181

From: Darren Musselwhite [mailto:dmusselwhite@southaven.org]
Sent: Wednesday, November 06, 2013 3:40 PM
To: Vanessa Lynchard
Subject: I-69 Coalition Contribution

Hi Vanessa,

Our board members have a few questions about what the county paid for with the \$8,000 contribution for which we are hoping to reimburse our part. I would appreciate any help that you can provide.

Thanks,

Darren Musselwhite | Mayor
City of Southaven
8710 Northwest Drive | Southaven, MS 38671
Office 662-393-6939
Fax 662-393-7294
dmusselwhite@southaven.org
www.southaven.com



"Top of Mississippi"

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Minutes, City of Southaven, Southaven, Mississippi

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I hope this helps.

Vanessa Lynchard
Soto County Administrator
55 Loshier Street, Suite 300
Merriam Park, MS 38632

Phone: 662-429-1460
Fax: 662-469-8181

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Sent: Wednesday, November 06, 2013 3:40 PM
To: Vanessa Lynchard
Subject: I-69 Coalition Contribution

Vanessa,

Our board members have a few questions about what the county paid for with the \$8,000 contribution for which we are hoping to reimburse our part. I would appreciate any help that you can provide.

Thanks,

Darren Musselwhite | Mayor
City of Southaven
710 Northwest Drive | Southaven, MS 38671
Office 662-393-6939
Fax 662-393-7294
dmusselwhite@southaven.org
www.southaven.com



"Top of Mississippi"

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Minutes, City of Southaven, Southaven, Mississippi

City of Southaven Docket of Claims



Warrant #: C-111913 & W-111913

City of Southaven Claims Docket
Warrant #: C-111913 & W-111913

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Invoice #	Check#	Voucher #	Vendor #	Vendor Name	Invoice Description	Invoice Amnt
35513	0	211092	424	A TO Z ADVERTISING	ARUSHING 2014 ALLOT	\$279.03
35561	0	211000	424	A TO Z ADVERTISING	B BOUCHARD 2014 ALLOT	\$131.94
35516	0	211089	424	A TO Z ADVERTISING	B RIGGS 2014 ALLOT	\$54.00
35612	0	211087	424	A TO Z ADVERTISING	B ROSENBERG 2014 ALLOT	\$197.00
35411	0	211076	424	A TO Z ADVERTISING	BADGE PATCHES	\$832.20
35615	0	211088	424	A TO Z ADVERTISING	D BARR 2014 ALLOT	\$81.00
35532	0	211035	424	A TO Z ADVERTISING	D DICKSON 2014 ALLOT	\$89.94
35477	0	211030	424	A TO Z ADVERTISING	HALLOWEEN TSHIRTS	\$252.55
35510	0	211090	424	A TO Z ADVERTISING	J HITT 2014 ALLOT	\$129.95
35643	0	211093	424	A TO Z ADVERTISING	J OLIVERIA 2014 ALLOT	\$40.00
35560	0	210999	424	A TO Z ADVERTISING	J POOLE 2014 ALLOT	\$199.39
35474	0	211034	424	A TO Z ADVERTISING	M KIMBELL 2014 ALLOT	\$159.00
35443	0	211022	424	A TO Z ADVERTISING	SWAT / K9 HATS	\$317.64
35590	0	211091	424	A TO Z ADVERTISING	V RAY 2014 ALLOT	\$170.00
102113	0	211204	20836	ABRAM BENNIE	ELMORE RD LAND ACQUISITION	\$200.00
5603	0	211032	12445	ACCURATE LAW ENFOR	E JAMES 2014 ALLOT	\$290.00

City of Southaven Claims Docket
Warrant #: C-111913 & W-111913

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Invoice #	Check#	Voucher #	Vendor #	Vendor Name	Invoice Description	Invoice Amnt
5600	0	211033	12445	ACCURATE LAW ENFOR	J COX 2014 ALLOT	\$315.74
5602	0	211031	12445	ACCURATE LAW ENFOR	N YORK 2014 ALLOT	\$272.94
CS207	0	210812	13494	ACTION PLUMBING	PLUMBING SERVICES @ CITY HALL	\$160.00
CS205	0	210814	13494	ACTION PLUMBING	PLUMBING SERVICES @ MR DAVIS LIBRARY	\$75.00
CS206	0	210815	13494	ACTION PLUMBING	PLUMBING SERVICES @ MR DAVIS LIBRARY	\$80.00
CS208	0	210813	13494	ACTION PLUMBING	PLUMBING SERVICES @ PARKS	\$450.00
CS209	0	211228	13494	ACTION PLUMBING	PLUMBING SERVICES @ STATION 1	\$150.00
112202	0	210798	883	AMERICAN TIRE REPAIR	SQUAD 1 MOUNT/DISMOUNT	\$105.00
113235	0	210987	883	AMERICAN TIRE REPAIR	TIRES FOR #825	\$150.50
3022455050	0	211137	9669	AMERIGAS	PROPANE - SNOWDEN HOUSE	\$137.99
3022348554	0	211139	9669	AMERIGAS	PROPANE - TENNIS CTR	\$32.00
027973	0	211005	20462	AMTEC LESS LETHAL SY	SIMMUNITION BOLTS	\$5,726.86
25128	0	210761	20824	ANGELA LUCILLE TANNE		\$61.83
363189-2014	0	211004	151	APCO INTERNATIONAL I	D ROSENBERG MEMBERSHIP	\$92.00
581-4929487	0	210997	156	ARAMARK UNIFORM SERV	MATS @ CITY HALL	\$228.56
581-4929486	0	210779	156	ARAMARK UNIFORM SERV	MATS @ COURT	\$108.21
280836771113	0	211107	13136	AT&T	PHONE SERVICES - COURT	\$180.11
102813	0	210773	1167	AT&T MOBILITY	ACCT 6622800258 (ARENA)	\$67.39
110713	112809	210686	11832	ATCHISON DANIEL	DAMAGE TO VEHICLE BY CITY BACKHOE	\$2,649.97
7730-2FY14	0	211205	1145	ATMOS ENERGY	1320 BROOKHAVEN - PARKS	\$17.81
6889-1FY14	0	211201	1145	ATMOS ENERGY	8691 NORTHWEST DR - POLICE	\$132.05
6401-1FY14	0	211193	1145	ATMOS ENERGY	8779 WHITWORTH	\$26.15

Minutes, City of Southaven, Southaven, Mississippi

City of Southaven Claims Docket
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Invoice #	Check#	Voucher #	Vendor #	Vendor Name	Invoice Description	Invoice Amnt
4209-2FY14	0	211196	1145	ATMOS ENERGY	8779 WHITWORTH - POLICE	\$17.81
6837-2FY14	0	211199	1145	ATMOS ENERGY	8779 WHITWORTH - POLICE	\$30.59
4408-1FY14	0	211202	1145	ATMOS ENERGY	8889 NORTHWEST DR - COURT	\$47.17
7945-2FY14	0	211208	1145	ATMOS ENERGY	FIELD OF DREAMS - PARKS	\$1,546.39
6621-1FY14	112822	211047	1145	ATMOS ENERGY	6450 GETWELL RD - POLICE	\$30.28
110513	0	211207	13180	BARR DON	PER DIEM - GONZALES LA	\$123.00
374-244366	0	210919	13650	BATTERIES PLUS	BATTERIES FOR PORTABLES	\$327.92
374-244348	0	210868	13650	BATTERIES PLUS	WALKIE TALKIE BATTERY	\$49.95
110913	0	210923	8764	BEASLEY GARY	FOOTBALL REF	\$370.00
2003309	0	211127	17201	BEST-WADE PETROLEUM	FUEL FOR PEPPERCHASE	\$19,791.35
2003181	0	211126	17201	BEST-WADE PETROLEUM	MAY BLVD	\$8,392.49
15227	0	211019	407	BILL FOWLER'S BODYWO	07 CHEVY CLASSIC C1500 REPAIRS	\$949.20
15199	0	211001	407	BILL FOWLER'S BODYWO	1857 - REPLACED LH MIRROR	\$171.00
25113	0	210746	20909	BISBEE APRIL		\$102.35
2840	0	210887	20065	BLC OF MS LLC	BEHIND ISS WALL (11/1 - 11/2)	\$5,570.00
2841	0	211161	20065	BLC OF MS LLC	PROP. MAINT AT TRAINING CENTER	\$925.00
2842	0	211162	20065	BLC OF MS LLC	PROP. MAINT. AT TRAINING CENTER	\$925.00
25112	0	210745	20908	BOWDEN JORDAN K		\$50.00
25078	0	210711	20890	BOYD BEN & AMANDA		\$35.36
110913	0	210924	18755	BOYLAN JESSIE LEE	FOOTBALL REF	\$390.00
111313	0	211134	14697	BRANAN DEBRA	SPECIAL PROSECUTOR 11/13	\$400.00
25086	0	210719	19197	BRANNON BUILDERS - C		\$61.56

City of Southaven Claims Docket
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Invoice #	Check#	Voucher #	Vendor #	Vendor Name	Invoice Description	Invoice Amnt
25080	0	210713	19197	BRANNON BUILDERS - C		\$111.77
09457127.00	0	211080	185	BROWNELL'S INC	MATERIALS FOR RANGE	\$333.74
110913	0	211206	13048	BRYANT DALE	PER DIEM - JACKSONVILLE FL	\$287.00
111313	0	211084	15399	BRYANT KENNETH	REIMBURSE 2014 CLOTHING ALLOT	\$500.00
5729098	0	211179	663	BULLFROG AMOCO	MATERIALS FOR EQUIPMENT	\$80.00
STMT10008497	0	210876	17086	BUTLER SNOW	GENERAL SERVICES OCT 2013	\$18,463.31
13-10-09	0	211095	14405	C H CONSTRUCTION SER	1191 CUSTER	\$450.00
25056	0	210889	20869	CAKE LADY BAKERY LLC		\$67.94
110713	0	211217	2083	CALARCO CARL	PER DIEM	\$86.86
25121	0	210754	20917	CALARCO CARL - RENTA		\$35.36
25115	0	210748	20911	CAMPBELL COREY		\$86.51
25110	0	210743	20906	CAMPBELL JUDITH - RE		\$36.77
110913	0	210937	2574	CARSON, MICHAELA	SOCCER REF	\$200.00
25058	0	210691	20871	CAYSON BENJAMIN & CA		\$29.11
110413	0	211218	4288	CELLULAR SOUTH	CELL PHONES	\$6,680.08
32460	0	211176	16158	CENTRAL BATTERY	MATERIALS FOR SHOP	\$80.00
25069	0	210702	20881	CHOE WON & JESSICA		\$30.52
3415	0	211080	19700	CHOICE TOWING	3010 TOW	\$50.00
12518	0	210846	19700	CHOICE TOWING	TRUCK 810 TOW	\$50.00
2173	0	211221	19433	CIVIL LINK	COE FLOOD ASSISTANCE	\$756.60
2179	0	210952	19433	CIVIL LINK	COE MAPPING	\$43,277.37
2177	0	210983	19433	CIVIL LINK	DCRUA SEWER METER MONITORING	\$3,191.76

Minutes, City of Southaven, Southaven, Mississippi

City of Southaven Claims Docket
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Invoice #	Check#	Voucher #	Vendor #	Vendor Name	Invoice Description	Invoice Amnt
2174	0	211224	19433	CIVIL LINK	DEER CREEK LANE DRAINAGE	\$2,055.30
2175	0	210950	19433	CIVIL LINK	MDOT - HWY 51 & STARLANDING	\$3,955.46
2172	0	211222	19433	CIVIL LINK	MDOT TEP BIKE TRAIL	\$5,171.10
2178	0	210962	19433	CIVIL LINK	PLUM POINT SEWER PROJECT	\$2,445.30
2171	0	211223	19433	CIVIL LINK	STATELINE/TCHULAHOMA	\$3,908.58
2176	0	210951	19433	CIVIL LINK	UTILITY RPR GENERAL SERVICES	\$8,786.96
2180	0	210953	19433	CIVIL LINK	WATER METER SURVEY / EVALUATION	\$11,953.45
102213	112441	210673	20865	CLARION INN & CONFER	DON BARR LODGING - P.A.T.C.	\$189.96
25108	0	210741	20904	CLAY POLLY THOMASON	CONFERENCE ON SEX CRIM	\$6.08
INV0011147	0	211013	4294	COMBINED TACTICAL SY	SPD TRAINING 0805-080813	\$695.00
911329011113	112810	210685	2351	COMCAST	1334 E. GOODMAN RD - MATHIS TIRE LOCATION	\$401.02
873341011113	112823	211051	2351	COMCAST	2101 COLONIAL HILLS DR	\$198.89
899023011114	112823	211049	2351	COMCAST	GETWELL WTP - UTILITIES	\$91.11
1152164	0	210905	2343	COMMERCIAL APPEAL	INDOOR SOCCER ADS	\$1,818.74
39262	0	210801	17845	CONCERN	NOV 2013 BILLING	\$412.50
25055	0	210688	20868	CORZINE LINDSEY		\$36.77
284423	0	210891	836	COUNTRY FORD INC	03 CROWN VIC - REPLACE HEATER CORE	\$1,088.14
284424	0	210900	836	COUNTRY FORD INC	205 - SERVICE TO TRAINING VEHICLE	\$1,731.70
284093	0	211028	836	COUNTRY FORD INC	3062 A/C CONDENSER	\$1,219.87
284283	0	211003	836	COUNTRY FORD INC	3066 REPLACE P/S RACK & PUMP	\$966.62
284217	0	210899	836	COUNTRY FORD INC	7001 / U1 - INJECTOR PRESSURE REGULATOR	\$648.74
17294	0	210859	309	COWBOY CORNER INC	C WILLIAMS WORK BOOTS	\$100.00

City of Southaven Claims Docket
Warrant #: C-111913 & W-111913

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Invoice #	Check#	Voucher #	Vendor #	Vendor Name	Invoice Description	Invoice Amnt
20246	0	210960	309	COWBOY CORNER INC	J DICKEY WORK BOOTS	\$94.96
20277	0	211156	309	COWBOY CORNER INC	UNIFORMS	\$80.71
20283	0	211157	309	COWBOY CORNER INC	UNIFORMS	\$84.96
20280	0	211150	309	COWBOY CORNER INC	UNIFORMS	\$94.00
20307	0	211148	309	COWBOY CORNER INC	UNIFORMS	\$97.71
20273	0	211146	309	COWBOY CORNER INC	UNIFORMS	\$99.95
20271	0	211153	309	COWBOY CORNER INC	UNIFORMS	\$100.00
20272	0	211154	309	COWBOY CORNER INC	UNIFORMS	\$100.00
20274	0	211155	309	COWBOY CORNER INC	UNIFORMS	\$114.75
20309	0	211149	309	COWBOY CORNER INC	UNIFORMS	\$116.41
20311	0	211086	309	COWBOY CORNER INC	WINK - BOOTS	\$80.71
110913	0	210938	3546	COX DAVID R JR	SOCCER REF	\$30.00
30740000042	0	210890	19311	CREDIT BUREAU SYSTEM	EMS COLLECTIONS OCT 2013	\$787.51
OCT2013	0	211094	962	CRIME STOPPERS	OCT 2013 MTHLY ASSESSMENT	\$1,892.48
676144339	0	211011	19948	CRITICAL ALERT	PAGERS - SPD	\$681.62
102413	0	211212	9472	CUNNINGHAM WILL	PER DIEM - GRENADA MS	\$164.00
110913	0	210925	2729	CURBOW JOSII	FOOTBALL REF	\$60.00
1391	0	211118	12576	D&J'S CLEANING SERVI	CLEANING @ POLICE	\$995.00
1390	0	211119	12576	D&J'S CLEANING SERVI	CLEANING @ PUBLIC WORKS	\$225.00
1389	0	211113	12576	D&J'S CLEANING SERVI	CLEANING @ SPAC	\$100.00
1386	0	211116	12576	D&J'S CLEANING SERVI	CLEANING @ SPAC	\$150.00
1386	0	211170	12576	D&J'S CLEANING SERVI	CLEANING AT SPAC	\$100.00

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1395	0	211169	12576	D&J'S CLEANING SERVI	CLEANING AT SPAC	\$150.00
1397	0	211115	12576	D&J'S CLEANING SERVI	FLOOR WORK @ COURT	\$1,375.00
1392	0	211117	12576	D&J'S CLEANING SERVI	FLOORWORK @ POLICE	\$2,400.00
1388	0	211114	12576	D&J'S CLEANING SERVI	FLOORWORK @ SPAC	\$1,585.00
1393	0	211168	12576	D&J'S CLEANING SERVI	FLOORWORK AT COURT	\$970.00
1394	0	211167	12576	D&J'S CLEANING SERVI	FLOORWORK AT PUBLIC WORKS	\$775.00
25100	0	210733	20896	DAHL LORA J-C/CO S D		\$5.00
110613	0	211088	20759	DAMARE MARY LYNN	SPECIAL JUDGE 11/6	\$400.00
25123	0	210756	20919	DAVIS BEN - RENTAL A		\$50.00
11-1-2013	0	210883	1363	DAVIS W. E. "SLUGGO"	HURRICANE CREEK EASEMENTS	\$12.00
25073	0	210706	20885	DE SILVA PRAJA		\$50.92
25082	0	210715	20892	DEAN LONG CONST		\$111.30
OCT2013	0	211105	963	DEPT OF PUBLIC SAFET	OCT 2013 MONTHLY IWRCP ASSESSMENT	\$6,542.47
111413	0	211216	4646	DESOTO COUNTY REGION	COLLECTED SEWER FEES - OCT 2013	\$14,800.00
OCT-2013	0	210807	964	DESOTO COUNTY SHERIF	INMATE HOUSING - OCT 2013	\$12,560.00
OCT2013	0	210806	964	DESOTO COUNTY SHERIF	INMATE MEDICAL - OCT 2013	\$291.52
300052522	0	211104	1185	DESOTO TIMES-TRIBUNE	INDOOR SOCCER ADS	\$135.85
300052779	0	211100	1185	DESOTO TIMES-TRIBUNE	NTB; HURRICANE CREEK SEWER	\$68.22
300052372	0	210775	1185	DESOTO TIMES-TRIBUNE	RESOLUTION: GOB/\$9.5	\$560.66
256754A	0	211152	2394	DIAMOND INTERNATIONA	TRUCK 835 AIR REGULATOR	\$147.26
2172539244	0	211150	16529	DIRECTV	ACCT 046471734 - PARKS OFFICE	\$207.64
110913	0	210939	11508	DOCKERY LAWRENCE	SOCCER REF	\$50.00

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110913	0	210940	15547	DOCKERY PATRICK	SOCCER REF	\$30.00
110913	0	210926	18061	DOVER LARRY	FOOTBALL REF	\$330.00
25084	0	210717	19475	DREAM HOME CONSTRUCT		\$108.95
110613	112824	211044	17571	DUNCAN MELITTA	PER DIEM MMCCA CLASS - OXFORD, MS	\$123.00
25101	0	210734	20897	ECCLES P ECCLES % S		\$1.24
2729	0	210986	4640	ECHOLS GROUP	LOBBYING NOV 2013	\$1,500.00
25062	0	210895	20875	EDDINGTON KAREN		\$23.20
408314	0	210871	17659	EEP	7001 REPLACE SIDE DOOR LATCH	\$216.19
7854	0	211229	13181	ELDRIDGE SERVICES	HVAC SERVICES @ HEARTLAND CHURCH	\$705.00
7250	0	210970	20830	ELECTRIC SYSTEMS TEC	SPARE RADIO FOR SCADA SYSTEM	\$2,717.90
A209343	0	211099	14581	ELECTRONIC VAULTING	OCT 2013 OFF-SITE STORAGE	\$1,900.00
STMT83071	0	211195	4781	FAMILY MEDICAL CLINI	EMPLOYMENT SCREENINGS	\$900.00
25070	0	210703	20882	FAST TRACK REALTY LL		\$86.95
2-412-82778A	0	211169	1137	FEDEX	SHIPPING CHARGES - R SMITH	\$29.18
2-456-7776	0	211007	1137	FEDEX	SHIPPING CHARGES - SFD	\$34.36
111213	0	211136	1064	FERGUSON BRIAN	REPLACE LOST CHECK	\$187.00
25075	0	210708	20887	FIELDS C DION		\$21.88
E0276	0	211103	4545	FIRST CHOICE CATERIN	VETERANS DAY LUNCHEON 2013	\$5,869.25
25104	0	210737	20900	FISHER CHRISTOPHER		\$181.84
132518	0	210805	654	FLEET SAFETY EQUIPME	TRUCK 3 - LED RED FLASHERS	\$173.75
25098	0	210731	20894	FOWLER LANNY D - REN		\$50.00
NP39474349	0	211054	6919	FUELMAN	FUEL - SPD	\$6,537.98

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NP39598306	0	211059	6919	FUELMAN	FUEL - SPD	\$7,617.86
NP39474373	0	210995	6919	FUELMAN	FUEL CARDS - SFD	\$117.04
NP39598330	0	210901	6919	FUELMAN	FUEL CARDS - SFD	\$131.81
109558	0	210994	650	G & W DIESEL SERVICE	LATCH SPRING SCBA REPAIR	\$59.01
1126	0	211101	9195	GAINES, ROBERT	SCADA SERVICES - OCT 2013	\$4,845.00
BC0034440	0	211014	177	GALL'S INC	FLIGHT SUIT	\$165.00
BC0034128	0	211061	177	GALL'S INC	GAS MASKS/GOOGLES/GUN MOUNTED LIGHT (SWAT)	\$1,970.00
BC0033195	0	211046	177	GALL'S INC	SANTA GLOVES / TRUNK ORGANIZER	\$164.77
110913	0	210941	18075	GARCIA ARIANNA	SOCCER REF	\$40.00
1102095159	0	210908	494	GATEWAY TIRE & SERVI	O/C 2013 FORD F150	\$38.90
1102090613	0	210791	494	GATEWAY TIRE & SERVI	TUBE	\$19.95
6880	0	211025	474	GLEN'S GARAGE	3029 BULBS / INSPECTION	\$69.85
111013-3098	0	211081	474	GLEN'S GARAGE	3098 TOW	\$50.00
111113	0	211008	474	GLEN'S GARAGE	U4 TOW	\$65.00
25054	0	210687	20867	GMA PROPERTIES		\$66.64
901570185	0	211002	19912	GOODYEAR TIRE	TAHOE TIRES (SHOP)	\$1,308.40
901918495	0	210808	19912	GOODYEAR TIRE	TRAILER TIRES	\$263.44
901329411	0	211159	201	GOODYEAR WHOLESAL T	MATERIALS FOR SHOP	\$96.03
969291684	0	210983	5072	GRAYBAR ELECTRIC	MAJOR CUSTOM CABLE (TRAFFIC SIGNALS)	\$608.30
14447954	0	211067	18342	GREAT AMERICA LEASIN	AUDIO SYSTEM - SPD	\$276.06
14442699	0	211021	18342	GREAT AMERICA LEASIN	CAMERA SYSTEM - SPD	\$1,129.00
25076	0	210709	20888	GRICE DONALD W.		\$25.60

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110113	0	210998	20465	GRIFFIN RAVONDA L	SPECIAL PROSECUTOR 10/30 & 11/1	\$400.00
110813	0	210991	20465	GRIFFIN RAVONDA L	SPECIAL PROSECUTOR 11/6 & 11/8	\$400.00
25066	0	210699	20879	GRIFFIN RONALD & RAC		\$36.79
25099	0	210732	20895	GRIST MIKE - RENTAL		\$50.00
25097	0	210730	20893	GROSS STEPHEN - RENT		\$29.11
110913	0	210928	13307	HAMILTON, MARTIN	FOOTBALL REF	\$240.00
19512	0	210869	13790	HANCOCK BANK	REF: SOUTHCT1110	\$735.00
B580732	0	210844	11578	HD SUPPLY WATERWORK	3/4 METER RISERS	\$1,008.00
B700567	0	210921	11578	HD SUPPLY WATERWORK	CUTTER HEAD FOR PULLING RIG	\$350.00
B655145	0	210842	11578	HD SUPPLY WATERWORK	PVC PARTS	\$80.00
B696820	0	210836	11578	HD SUPPLY WATERWORK	RISERS	\$174.00
B649059	0	210843	11578	HD SUPPLY WATERWORK	SERVICE LINE PULLER / COUPLINGS	\$942.27
103113	112825	211037	1230	HEATH, SHEILA	MAGPPA - MS ASSOC. OF GOV. PURCHASING AGENTS 2013 COMPOSITE	\$131.22
19032	0	211027	16787	HEMKER COLOR LAB		\$1,200.00
9207412-01	0	211191	16050	HENRY SCHEIN INC	MEDICAL SUPPLIES	\$2,789.17
522	0	211075	14106	HERO GEAR	D CRITES 2014 ALLOT	\$74.00
488	0	211020	14106	HERO GEAR	T SAMPLES 2014 ALLOT	\$125.00
110913	0	210942	20725	HILL MASON	SOCCER REF	\$25.00
220897406	0	210889	12713	HILL'S PET NUTRITION	FEED	\$152.34
220924967	0	210920	12713	HILL'S PET NUTRITION	FEED	\$152.34
102113	112442	210675	20859	HILTON GARDEN INN	HOTEL RESV. FOR MS APA CONFERENCE - W. CHOAT	\$368.42
25119	0	210752	20915	HITE QUANTA		\$50.00

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107430	0	210992	189	HOMER SKELTON FORD	2013 EXPEDITION - MAYOR	\$16,700.00
313148	0	211016	189	HOMER SKELTON FORD	MUSSELWHITE	
025700011113	0	211109	1388	HORN LAKE WATER ASSO	3002 OIL FILTER / SPARK PLUGS	\$449.39
06015001113	0	211108	1388	HORN LAKE WATER ASSO	5813 PEPPERCHASE DR - UTILITIES	\$662.00
110913	0	210943	10115	HOUGUE ALEX LANDEN	SEWER - SWEETWATER DR - UTILITIES	\$9.75
25103	0	210736	20899	HUNT JOEL R.-RENTAL	SOCCER REF	\$55.00
315718-2014	0	211197	12760	ICMA MEMBERSHIP		\$50.00
127556	0	210964	1146	IDEAL CHEMICAL	MEMBERSHIP - C WILSON	\$1,105.00
127558	0	210968	1146	IDEAL CHEMICAL	(PER BID CONTRACT) CHLORINE	\$592.00
127554	0	210965	1146	IDEAL CHEMICAL	(PER BID CONTRACT) CHLORINE	\$592.00
127555	0	210967	1146	IDEAL CHEMICAL	(PER BID CONTRACT) CHLORINE	\$599.25
127557	0	210966	1146	IDEAL CHEMICAL	(PER BID CONTRACT) CHLORINE	\$811.00
25059	0	210692	20872	IGLESIA CASA DE PODE	CHLORINE	\$599.25
COZF1223719	0	211015	14326	INFORMATION INFORM		\$100.00
102313	112443	210670	9036	INSTITUTE OF POLICE	NCIC SUPPORT / ROUTER	\$356.05
2714	0	211057	949	INTEGRATED COMMUNICA	MAINTENANCE	\$795.00
30197	0	211058	949	INTEGRATED COMMUNICA	D. BRYANT - INVESTIGATION OF	
HWE8383	0	211160	12714	IRON MOUNTAIN	MOTORCYCLE CRASHES	\$477.50
25124	0	210757	20920	JACKSON CLINTON	(7) EARPIECES / (10) FREQ KNOBS	
110913	0	210927	13175	JAKE JACOBSON	NOV 2013 SERVICE AGREEMENT	\$1,860.00
25081	0	210714	9672	JOHNNY COLEMAN BLDRS	CREDIT	\$-288.76
25091	0	210724	9672	JOHNNY COLEMAN BLDRS		\$110.36
						\$160.00
						\$36.30
						\$61.56

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25096	0	210729	9672	JOHNNY COLEMAN BLDRS		\$95.72
25093	0	210726	9672	JOHNNY COLEMAN BLDRS		\$110.36
25095	0	210728	9672	JOHNNY COLEMAN BLDRS		\$110.36
25089	0	210722	9672	JOHNNY COLEMAN BLDRS		\$111.30
110413	0	210848	4489	JOHNSON CINDY	AEROBICS INSTRUCTOR	\$540.00
25116	0	210749	20912	JOHNSON KATRINA		\$71.34
110913	0	210944	10117	JOHNSON KEITH JR.	SOCCER REF	\$50.00
25122	0	210755	20918	JONES C. WILLIAM		\$125.00
1311-1	0	210874	2034	JONES-DAVIS & ASSOCI	ELMORE RD N RIGHT OF WAY	\$2,680.00
110413	112826	211040	20857	KELLEY DANIEL	CMC TRAINING IN PEARL, MS	\$164.00
102413	0	211213	20722	KERN SETH	PER DIEM - GRENADAMS	\$164.00
3000579	0	210969	7825	KEYSTONE MANAGMENT	ANNUAL SUPPORT AGREEMENT	\$3,200.00
110913	0	210945	18073	KLINCK ANDREW	SOCCER REF	\$15.00
110913	0	210946	15544	KLINCK MATTHEW	SOCCER REF	\$75.00
110913	0	210947	15545	KLINCK ZACHARY A	SOCCER REF	\$105.00
67345	0	210982	403	LAWRENCE PRINTING CO	MINUTE BOOK SHEETS	\$219.16
22404	0	210764	759	LEHMAN ROBERTS CO	PATCHING	\$108.64
22287	0	210867	759	LEHMAN ROBERTS CO	PATCHING	\$220.64
22436	0	211183	759	LEHMAN ROBERTS CO	PATCHING	\$227.36
22351	0	210831	759	LEHMAN ROBERTS CO	PATCHING	\$238.56
22387	0	210765	759	LEHMAN ROBERTS CO	PATCHING	\$278.32
22459	0	211184	759	LEHMAN ROBERTS CO	PATCHING	\$389.96

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25090	0	210723	19711	LIFESTYLE HOMES LLC		\$110.36
25094	0	210727	19711	LIFESTYLE HOMES LLC		\$110.36
31449537	0	210785	11401	LIGHT BULB DEPOT, LL	SOUTHERN LIGHTS 2013	\$1,056.00
25067	0	210700	20880	LOCKE ROY H III		\$51.89
102613	0	211209	14492	LOGAZINO BRETT	PER DIEM - JACKSONVILLE FL	\$287.00
25071	0	210704	20883	LORIO SETH & JAMIE		\$14.47
25105	0	210738	20901	LUTTERELL JAMES - RE		\$96.11
73912	0	211220	3011	M & M PROMOTIONS	ANIMAL CONTROL/CODE ENF SHIRTS	\$1,145.00
25060	0	210693	20873	MACE CHRISTOPHER & R		\$30.05
APP2	0	211198	5479	MADDEN PHILLIPS CONS	STATELINE/TCHULAHOMA	\$30,503.81
10945	0	211010	14117	MADISON SIGNS	B/C ROWLAND & KILLEBREW	\$90.00
10940	0	210872	14117	MADISON SIGNS	CONTINUANCE FORMS - COURT	\$350.00
0177577-IN	0	210804	734	MAGNOLIA ELECTRIC	U3 LIGHT BULBS	\$78.75
186969	0	210783	308	MAINTENANCE SUPPLY	MATERIALS FOR SOUTHERN LIGHTS	\$185.50
186915	0	210782	308	MAINTENANCE SUPPLY	MATERIALS FOR SOUTHERN LIGHTS	\$1,036.94
187102	0	210902	308	MAINTENANCE SUPPLY	SHOP MATERIALS	\$53.92
11713	0	210912	1051	MALONE TERRY	REPAIRS @ INDOOR SOCCER COMPLEX	\$240.00
740	0	211151	1320	MARTIN MACHINE WORKS	REPAIRS TO SEWER MACHINE	\$395.00
737	0	211112	1320	MARTIN MACHINE WORKS	TRAILER MATERIALS	\$338.00
103113	0	210786	13370	MARY J. CAIN	LINE DANCE INSTRUCTOR	\$180.00
9029989	0	210774	882	MATHIS TIRE & AUTO	292 (ROWLAND) O/C	\$32.20
9029635	0	210918	882	MATHIS TIRE & AUTO	O/C - 2012 CHRYSLER	\$62.20

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49590464	0	211064	1092	MATTHEW BENDER & CO.	MS CODE 13 SUPPLEMENT PKG	\$499.46
51412284	0	211066	1092	MATTHEW BENDER & CO.	MS CODE COURT RULES 2013	\$54.93
51346354	0	211065	1092	MATTHEW BENDER & CO.	MS CRIME & TRAFFIC LAWS	\$66.08
102313	0	210767	16884	MARTHUR MARGARET	ART INSTRUCTOR	\$105.00
103013	0	210769	16884	MARTHUR MARGARET	ART INSTRUCTOR	\$105.00
110913	0	210948	20747	MCCLENDON LARRY	SOCCER REF	\$35.00
25114	0	210747	20910	MCCULLAR SARAH		\$5.77
25077	0	210710	20889	MCCULLOUGH SHANNON L		\$29.11
102613	0	211210	17193	MCKINNEY JOSH	PER DIEM - JACKSONVILLE FL	\$287.00
111313	0	211024	17193	MCKINNEY JOSH	REIMBURSE 2014 CLOTHING ALLOT	\$30.77
110713	0	211233	18140	MCLENNAN KENNETH F	CLEANING TENNIS CTR	\$200.00
10-29-13	0	210977	13302	MCMULLIN GLORIA	LINE DANCE INSTRUCTOR	\$300.00
103113	112444	210656	20833	MCREE JANICE	CLERKS COURSES - OXFORD	\$123.00
0058601-IN	0	210799	18772	MEDICAL ACCOUNTS REC	EMS BILLING - OCT 2013	\$7,192.23
103113	0	210770	20928	MELTON JOSHUA LUKE	CASH BOND REFUND	\$405.00
171013	0	210828	8159	MEMPHIS READY MIX	1180 CUSTER	\$236.00
171199	0	210826	8159	MEMPHIS READY MIX	4282 JESSICA	\$192.00
171144	0	210830	8159	MEMPHIS READY MIX	4282 JESSICA	\$192.00
171048	0	210829	8159	MEMPHIS READY MIX	4854 POPLAR WOODS DRIVE	\$148.00
171014	0	210827	8159	MEMPHIS READY MIX	JESSICA/NICHOLAS	\$412.00
171237	0	211182	8159	MEMPHIS READY MIX	STATELINE / BELMONT DR	\$148.00
194993	0	210880	354	METER SERVICE AND SU	(STOCK) JUMBO PLASTIC METERBOX	\$2,840.00

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194992	0	210881	354	METER SERVICE AND SU	(WATER METERS QUOTED) 3/4" NO LEAD METER	\$6,742.50
194994	0	210879	354	METER SERVICE AND SU	METERS	\$1,078.80
194991	0	210838	354	METER SERVICE AND SU	TRAFFIC REPAIR KIT FOR HYDRANTS	\$413.25
25102	0	210735	20898	METTS STEVEN		\$19.35
459289	0	210853	6685	MID SOUTH DIGITAL	#A1060 SPD	\$185.45
459264	0	210854	6685	MID SOUTH DIGITAL	#A1282 SPD	\$523.54
459195	0	210852	6685	MID SOUTH DIGITAL	#A1364 SPD NARCOTICS	\$184.69
459197	0	210857	6685	MID SOUTH DIGITAL	#A1468 4TH FLOOR	\$32.25
459199	0	210858	6685	MID SOUTH DIGITAL	#A1776 SFD	\$40.79
459196	0	210862	6685	MID SOUTH DIGITAL	#A1861 SENIOR SERVICES	\$360.91
459308	0	210860	6685	MID SOUTH DIGITAL	#A2214 PARKS	\$2.56
459392	0	210866	6685	MID SOUTH DIGITAL	#A2388 COURT	\$44.35
459232	0	210859	6685	MID SOUTH DIGITAL	#A2406 PARKS	\$49.24
459178	0	210861	6685	MID SOUTH DIGITAL	#A2815 GOLF COURSE	\$7.60
459193	0	210865	6685	MID SOUTH DIGITAL	#A2761 COURT	\$17.57
459194	0	210864	6685	MID SOUTH DIGITAL	#A2762 COURT	\$3.91
459252	0	210855	6685	MID SOUTH DIGITAL	#A3957 SPD	\$258.70
459284	0	210863	6685	MID SOUTH DIGITAL	#A4675 COURT	\$150.56
459786	0	210856	6685	MID SOUTH DIGITAL	#A4738 SPD EAST PRECINCT	\$6.48
459319	0	210851	6685	MID SOUTH DIGITAL	#G0788 SPD	\$388.59
79622A	0	210916	6685	MID SOUTH DIGITAL	INK CARTRIDGE	\$140.00
25106	0	210739	20902	MILLS LORI		\$32.06

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111213	0	211006	18993	MISSISSIPPI ASSOCIAT	REGISTRATION CHIEF TOM LONG	\$325.00
OCT2013	43211	211234	1176	MISSISSIPPI STATE TA	OCT 2013 SALES TAX	\$10,908.26
110913	0	210929	2737	MIZE BILLY	FOOTBALL REF	\$180.00
102113	0	211200	20839	MOORE BEN & PATRICIA	ELMORE RD LAND ACQUISITION	\$3,680.00
979601581	0	211192	335	MOORE MEDICAL CORP	BATTERIES FOR LIFEPAKCS	\$1,348.80
102113	112445	210674	15679	MS CHAPTER AMERICAN	MS AMERICAN PLANNING ASSOC. ANNUAL CONF.	\$130.00
110713	0	210972	3923	MS SOCCER ASSO	INSURANCE FOR INDOOR SOCCER	\$6,973.00
21363	0	210803	958	MS STATE FIRE ACADEM	R MUELLER SMOKE DIVER COURSE	\$390.00
25087	0	210720	19403	MTR PROPERTIES, INC		\$111.30
25088	0	210721	19403	MTR PROPERTIES, INC		\$111.30
102913	112446	210667	20834	MULLEN ANDREA	CLERKS COURSES - OXFORD, MS	\$123.00
0000637	0	210811	1540	MURPHY & SONS, INC.	COURT - MISC REPAIRS	\$1,972.83
0000635	0	210810	1540	MURPHY & SONS, INC.	COURT - MOLD INVESTIGATION	\$317.17
0000640	0	210847	1540	MURPHY & SONS, INC.	REPAIRS @ SNOWDEN GROVE	\$2,366.00
0000639	0	210809	1540	MURPHY & SONS, INC.	SFD STATION 2 - WEATHER STRIPPING FOR DOORS	\$745.31
17615	0	210692	15230	MY-LOR, INC.	KYLE (NEW HIRE) TAG	\$8.19
103113	0	210771	20929	MYERS TAYLOR BARKLEY	CASH BOND REFUND	\$505.00
590520	0	210780	1150	NAPA GENUINE PARTS C	BITS TO REPAIR MACHINERY	\$14.21
593031	0	211181	1150	NAPA GENUINE PARTS C	FITTINGS FOR TRUCK 835	\$33.11
111413	0	211215	10365	NESBIT WATER	COLLECTED FEES - OCT 2013	\$3,095.00
103013	0	210772	20930	NEYMAN JODY	SPECIAL JUDGE 10/31/13	\$400.00
25083	0	210716	20183	NORTH MS HOME BUILDE		\$110.83

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25085	0	210718	20183	NORTH MS HOME BUILDE		\$111.77
39735	0	210800	5407	NORTH MS. TWO-WAY CO	SIREN INSTALLATION ON COMMAND TRAILER	\$816.98
592470081113	0	211180	1105	NORTHCENTRAL ELECTRI	STREET LIGHTS	\$1,295.82
592470071113	112827	211055	1105	NORTHCENTRAL ELECTRI	RIVER PTE. DR. #5714 - UTILITIES	\$86.16
110913	0	210930	8250	NYE ERIC	FOOTBALL REF	\$140.00
1257-129106	0	211226	7304	O'REILLYS AUTO PARTS	FRONT BRAKE KIT	\$14.24
1257-128186	0	211144	7304	O'REILLYS AUTO PARTS	MATERIALS FOR SHOP	\$3.99
1791-282891	0	211177	7304	O'REILLYS AUTO PARTS	MATERIALS FOR SHOP	\$19.98
1257-128179	0	211143	7304	O'REILLYS AUTO PARTS	MATERIALS FOR SHOP	\$39.99
1257-129046	0	211178	7304	O'REILLYS AUTO PARTS	MATERIALS FOR SHOP	\$164.93
1791-283637	0	210898	7304	O'REILLYS AUTO PARTS	RELAY SWITCH	\$4.99
1257-128858	0	210884	7304	O'REILLYS AUTO PARTS	TORX BIT SET (SHOP)	\$29.99
1791-282950	0	210845	7304	O'REILLYS AUTO PARTS	TRUCK 831 BATTERY / FUEL TREATMENT	\$159.08
678740309001	0	211039	7600	OFFICE DEPOT	BINS FOR PR - SPD	\$99.96
678953128001	0	211043	7600	OFFICE DEPOT	COPY PAPER - SPD	\$398.25
678953620001	0	211042	7600	OFFICE DEPOT	DESK SET - LT CRITES (PSD)	\$266.99
678740234001	0	211041	7600	OFFICE DEPOT	DOLLY FOR PR - SPD	\$132.98
679832590001	0	211135	7600	OFFICE DEPOT	OFFICE SUPPLIES	\$37.92
679831906001	0	210981	7600	OFFICE DEPOT	OFFICE SUPPLIES	\$190.52
678952516001	0	211036	7600	OFFICE DEPOT	OFFICE SUPPLIES - SPD	\$312.78
1627180879	0	210989	7600	OFFICE DEPOT	PRINTERS/INK FOR IT DEPT	\$533.72
678740310001	0	211038	7600	OFFICE DEPOT	STENO PADS - SPD	\$21.26

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1628010996	0	210988	7600	OFFICE DEPOT	TAB DIVIDERS	\$4.05
680694062001	0	210993	7600	OFFICE DEPOT	TONER	\$209.44
111213	0	210878	7820	OLIVER ANDREA	SALES/MARKETING NOV 1-15	\$1,012.50
298852	0	210788	539	OVERHEAD DOOR CO MEM	LABOR TO SERVICE OVERHEAD DOOR - GOLF CTR	\$174.00
299160	0	210697	539	OVERHEAD DOOR CO MEM	STATION 3 DOOR REPAIR	\$200.00
55029672	0	211171	7504	PAETEC	PHONE SERVICES	\$614.63
25117	0	210750	20913	PALUINO DARRELL		\$25.10
0193973	0	210886	983	PARAMOUNT UNIFORMS R	MATS @ ANIMAL SHELTER	\$5.00
0192647	0	210888	983	PARAMOUNT UNIFORMS R	MATS @ ANIMAL SHELTER	\$5.00
0193319	0	210911	983	PARAMOUNT UNIFORMS R	MATS @ ARENA	\$38.00
0193309	0	210910	983	PARAMOUNT UNIFORMS R	MATS @ PERFORMING ARTS CTR	\$45.00
0192649	0	211173	983	PARAMOUNT UNIFORMS R	UNIFORMS	\$27.78
0193975	0	211175	983	PARAMOUNT UNIFORMS R	UNIFORMS	\$27.78
0192650	0	211172	983	PARAMOUNT UNIFORMS R	UNIFORMS	\$100.15
0193976	0	211174	983	PARAMOUNT UNIFORMS R	UNIFORMS	\$100.15
0193040	0	210797	983	PARAMOUNT UNIFORMS R	UNIFORMS - BLDG DEPT	\$6.53
0184371	0	210875	983	PARAMOUNT UNIFORMS R	UNIFORMS - BLDG DEPT	\$6.53
0191678	0	210786	983	PARAMOUNT UNIFORMS R	UNIFORMS - GOLF	\$37.36
0193009	0	210915	983	PARAMOUNT UNIFORMS R	UNIFORMS - GOLF	\$37.36
0191978	0	210781	983	PARAMOUNT UNIFORMS R	UNIFORMS - PARKS	\$328.71
0193308	0	210903	983	PARAMOUNT UNIFORMS R	UNIFORMS - PARKS	\$375.71
0192648	0	210835	983	PARAMOUNT UNIFORMS R	UNIFORMS - UTILITY DEPT	\$115.54

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0191330	0	210841	983	PARAMOUNT UNIFORMS R	UNIFORMS - UTILITY DEPT	\$115.74
0193974	0	210954	983	PARAMOUNT UNIFORMS R	UNIFORMS - UTILITY DEPT	\$137.54
25662	0	211225	401	PATE HYDRAULICS	SHOP MATERIALS	\$7.13
1085	0	210778	18943	PATSY CLEEN COMMERC	CLEANING @ CITY HALL / COURT	\$2,399.00
25118	0	210751	20914	PATTERSON LATASHA		\$11.51
07454	0	210955	615	PAYNES LOCKSMITH SER	DOOR REPAIRS @ PEPPERCHASE	\$424.60
07453	0	210904	615	PAYNES LOCKSMITH SER	GOLF COURSE FRONT DOOR REPAIRS	\$1,035.00
110713	0	210906	17272	PERKINS WENDY JEAN	AEROBICS INSTRUCTOR	\$140.00
NOV2013	0	211085	1368	PIRTLE, STEVE	PETTY CASH	\$666.70
070055938	0	211048	11281	PRECISION DOOR SERVI	TEMPORARY REPAIR TO E BAY DOOR	\$174.00
149909	0	211045	8309	PRIORITY DISPATCH	EMD RECERTIFICATIONS (9 DISPATCHERS)	\$450.00
149829	0	211029	8309	PRIORITY DISPATCH	EMD RETESTING - L YOUNG	\$30.00
171010	112447	210671	768	PUBLIC AGENCY TRAINI	DON BARR - SEX CRIME COURSE - GONZALES, LA	\$275.00
111313	0	211023	17797	RAY VINCE	REIMBURSE 2014 CLOTHING ALLOT	\$303.00
111313	0	211133	20925	READY GEORGE	SPECIAL JUDGE 11/13	\$400.00
25109	0	210742	20905	REID BROOKE		\$30.05
117718	0	210907	10865	RELIABLE EQUIPMENT	SUPPLIES TO REPAIR MOWERS	\$393.89
25072	0	210705	20884	RENASANT BANK-KENT		\$71.29
25126	0	210759	20922	RESTORATION INVESTME		\$115.35
102813	0	210849	18047	ROBBINS JANICE	YOGA INSTRUCTOR	\$120.00
724153	0	210971	10730	ROSEMOUNT ANALYTICAL	SPARE PH SENSOR FOR WATER PLAN	\$323.50
25064	0	210697	20877	RUSSELL KEITH & PENN		\$22.77

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25068	0	210701	20877	RUSSELL KEITH & PENN		\$124.20
25125	0	210758	20921	RUSSELL NATHAN & WHI		\$105.52
25120	0	210753	20916	RYDER JEFFREY L		\$13.06
102113	0	211203	20838	SANFORD LOUIS C	ELMORE RD LAND ACQUISITION	\$276.00
157554	0	211130	339	SAYLE OIL CO INC	STATION 1	\$993.87
157555	0	211128	339	SAYLE OIL CO INC	STATION 2	\$1,089.95
157556	0	211129	339	SAYLE OIL CO INC	STATION 3	\$2,176.58
127793180	0	211026	6743	SE EMERGENCY PHYSICI	E SAMMIS	\$531.00
25065	0	210698	20878	SEMOSHI JOHN & MARY B		\$29.11
463672	0	211072	387	SHAPIRO UNIFORMS	A HARROLD 2014 ALLOT	\$84.95
463656	0	211070	387	SHAPIRO UNIFORMS	B BOUCHARD 2014 ALLOT	\$119.95
463571	0	211053	387	SHAPIRO UNIFORMS	B PECTOR 2014 ALLOT	\$311.15
463556	0	211050	387	SHAPIRO UNIFORMS	C LEE 2014 ALLOT	\$384.80
463618	0	211068	387	SHAPIRO UNIFORMS	G BARTON 2014 ALLOT	\$30.95
463567	0	211052	387	SHAPIRO UNIFORMS	G SMOROWSKI 2014 ALLOT	\$275.40
463687	0	211071	387	SHAPIRO UNIFORMS	J RAINS 2014 ALLOT	\$190.75
463655	0	211069	387	SHAPIRO UNIFORMS	M SMITH 2014 ALLOT	\$334.90
463671	0	211073	387	SHAPIRO UNIFORMS	T BURNHAM 2014 ALLOT	\$134.85
2350-8	0	211012	1104	SHERWIN WILLIAMS SOU	PAINT - EVIDENCE ROOM	\$19.29
64505	0	211083	1104	SHERWIN WILLIAMS SOU	STACKS - JACKET	\$388.30
89190	0	211158	611	SIGNS & STUFF	SIGN SERVICES	\$175.00
110913	0	210931	9136	SINQUEFIELD MURRAY	FOOTBALL REF	\$280.00

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110913	0	210932	975	SMITH BILLY K	FOOTBALL REF	\$290.00
103013	0	210768	17200	SMITH JOYCE W	YOGA INSTRUCTOR	\$25.00
110613	0	210809	17200	SMITH JOYCE W	YOGA INSTRUCTOR	\$25.00
SHP195-1458	0	211079	1101	SNAPPY WINDSHIELD	1458 WINDSHIELD REPAIR	\$45.00
84418	0	210975	1102	SOUTHAVEN SUPPLY	DUCT TAPE - SFD	\$9.79
87577	0	211056	1102	SOUTHAVEN SUPPLY	EQUIPMENT FOR EVIDENCE ROOM	\$28.69
84349	0	210974	1102	SOUTHAVEN SUPPLY	EXTENSION CORDS - SFD	\$117.03
72123	0	211097	1102	SOUTHAVEN SUPPLY	NUTS/BOLTS	\$3.82
90263	0	210957	1102	SOUTHAVEN SUPPLY	SHOP SUPPLIES	\$94.25
88475	0	210850	1102	SOUTHAVEN SUPPLY	SHOP SUPPLIES	\$217.81
88909	0	210956	1102	SOUTHAVEN SUPPLY	SHOP SUPPLIES	\$546.15
102913	0	211110	18521	SOUTHERN TELECOMMUNI	PHONE SERVICES FOR POLICE, FIRE, PARKS & CITY HALL	\$1,156.03
65276	0	211082	11610	SOUTHERN THUNDER	HD - THERMOSTAT	\$198.00
102413	0	211211	18133	STACKS GREG	PER DIEM - GRENADA MS	\$164.00
3213428467	0	211186	19739	STAPLES ADVANTAGE	2014 CALENDARS - PARKS	\$279.90
3213428471	0	211185	19739	STAPLES ADVANTAGE	CALCULATOR - PARKS	\$89.95
3213428473	0	211145	19739	STAPLES ADVANTAGE	COPY PAPER	\$114.46
3213428465	0	211188	19739	STAPLES ADVANTAGE	CREDIT FREIGHT CHARGE	\$-39.16
3193700728	0	210895	19739	STAPLES ADVANTAGE	FILE FOLDERS	\$130.36
3193700723	0	210894	19739	STAPLES ADVANTAGE	INK	\$111.97
3213428469	0	210877	19739	STAPLES ADVANTAGE	OFFICE SUPPLIES	\$16.15
3213428468	0	210873	19739	STAPLES ADVANTAGE	OFFICE SUPPLIES	\$45.38

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3213428466	0	211187	19739	STAPLES ADVANTAGE	OFFICE SUPPLIES - PARKS	\$76.57
8027498002	0	211009	19739	STAPLES ADVANTAGE	OFFICE SUPPLIES - SFD	\$64.74
3213428470	0	211147	19739	STAPLES ADVANTAGE	RUBBER BANDS	\$6.18
6484MAYOR	0	211132	2352	STATE TAX COMMISSION	GOVT TAG - VIN# 6484 MAYOR MUSSELWHITE	\$12.00
25151	43212	211235	4304	STATE TAX COMMISSION	OCT 2013 SALES TAX PAID.	\$1,615.12
OCT-2013	0	211106	955	STATE TREASURER	OCT 2013 MTHLY ASSESSMENT	\$92,572.29
103113	112448	210668	16778	STAY BRIDGE SUITES	D. BRYANT, LODGING I.P.T.M. CONFERENCE	\$474.00
SPAISLEY	0	211194	6885	STEGALL NOTARY SERVI	NOTARY RENEWAL - S PAISLEY	\$150.00
25057	0	210690	20870	STEWART ALAN & SUSAN		\$30.05
110913	0	210933	13794	STRICKLAND ERIK RYAN	FOOTBALL REF	\$120.00
25129	0	210762	20925	STURDVANT DAVID		\$5.61
0112595-IN	0	211141	7500	SWEEPING CORPORATION	OCT 2013 - SWEPT I-55	\$1,973.17
0112596-IN	0	211123	7500	SWEEPING CORPORATION	RESIDENTIAL STREET SWEEPING	\$1,157.78
0112594-IN	0	211140	7500	SWEEPING CORPORATION	RESIDENTIAL STREET SWEEPING	\$5,103.36
8916	0	210976	5938	T & B TRUCK REPAIR	TRUCK 810 - REPLACE HIGH PRESSURE OIL LINE	\$837.98
4254	0	211074	6877	TACTGEAR INC	G PRUETT 2014 ALLOT	\$142.65
K30101648	0	211219	8347	TELECHECK	CHECK SERVICES - OCT 2013	\$2,359.82
676144649	0	210802	592	TELETOUCH COMMUNICAT	PAGERS - SFD	\$92.43
400615	0	210840	5329	TENCARVA MACHINERY C	INSTALL ALARM @ LAKES OF NICHOLS LIFT STATION	\$856.50
400833	0	210837	5329	TENCARVA MACHINERY C	LAKES OF NICHOLS LIFT STATION	\$465.15
306769	0	210896	20843	TESS COMPANY	OXYGEN	\$60.00
305664	0	210896	20843	TESS COMPANY	OXYGEN FOR UNITS	\$58.74

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303568	0	210893	4069	TESSCO	OXYGEN CYLINDERS FOR MEDICAL O2	\$2,315.50
3000770987	0	210985	492	THYSSENKRUPP ELEVATO	CITY HALL ELEVATOR MAINTENANCE	\$1,552.07
3000770976	0	210984	492	THYSSENKRUPP ELEVATO	PARKS OFFICE ELEVATOR MAINTENANCE	\$776.44
24470	0	210787	313	TIM MOTE PLUMBING	TENNIS CENTER	\$150.00
05831396	0	210990	5890	TIME WARNER TELECOM	INTERNET/NETWORK CONNECTIVITY	\$5,619.21
25130	0	210763	20926	TIMMON RUSTY & BEVER		\$8.53
562418	0	210922	7819	TOPMOST CHEMICAL	PAPER TOWELS	\$73.38
561467-1	0	210839	7819	TOPMOST CHEMICAL	SHOP SUPPLIES	\$715.89
3408QB	0	210833	9591	TRI FIRMA	2854 POPLAR WOODS	\$1,562.32
3407QB	0	210832	9591	TRI FIRMA	2863 MANNING CIRCLE S	\$1,418.07
3412QB	0	210879	9591	TRI FIRMA	3533 CAROLYN CROSSING	\$746.60
3410QB	0	210980	9591	TRI FIRMA	5424/5409 WOODCHASE	\$2,171.41
3409QB	0	210834	9591	TRI FIRMA	STATELINE/BELLMONT	\$502.57
3413QB	0	211232	9591	TRI FIRMA	W.O.#2506: DUG UP SINKHOLES @ 4282 JESSICA DR	\$2,956.35
13556-10	0	211120	469	TRI-STAR COMPANIES,	HVAC - PREV. MAINT. CONTRACT	\$4,250.00
TC3202	0	211122	469	TRI-STAR COMPANIES,	HVAC SERVICES	\$867.89
TC2972	0	211121	469	TRI-STAR COMPANIES,	HVAC SERVICES	\$1,041.55
TC3232	0	211168	469	TRI-STAR COMPANIES,	HVAC SERVICES AT CITY HALL	\$140.00
58526	0	210917	1213	TRI-STATE TROPHY	2013 LEAGUE CHAMPS TROPHIES	\$762.00
331012	0	211102	3575	TRUCK PARTS SPECIALI	PART FOR TRUCK 812	\$513.84
25079	0	210712	20891	TURPEN ANNIE		\$13.24
025-80689	0	211096	952	TYLER TECHNOLOGIES	CITATION INTERFACE ANNUAL MAINTENANCE	\$1,929.38

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111213	0	210973	20932	TYLER TIM	SPORTS REFUND	\$500.00
7730971	0	211078	1114	UNION AUTO PARTS	3033 BRAKE PADS	\$49.72
1449-00	0	211062	1114	UNION AUTO PARTS	3033 COIL ASSEMBLY	\$53.98
7732362	0	211077	1114	UNION AUTO PARTS	3033 INTAKE MANIFOLD	\$196.62
743-00	0	211063	1114	UNION AUTO PARTS	3060 RADIATOR FAN / CONTROLLER	\$355.63
6351	0	211227	1114	UNION AUTO PARTS	MOTOR MOUNTS (SHOP)	\$150.00
7567-00	0	211018	1114	UNION AUTO PARTS	NARCOTICS - PADS & ROTORS	\$240.94
7529-00	0	211017	1114	UNION AUTO PARTS	OIL (SHOP INVENTORY)	\$487.38
FY2014	0	211139	2310	UNITED STATES POSTAL	PO BOX RENTAL FOR SCOTTY BAKER	\$224.00
25127	0	210760	20923	VANDYKE KATHY		\$3.21
25061	0	210694	20874	VARADI SANDOR		\$87.12
25092	0	210725	18400	VENTURE SIGNATURE HO		\$110.36
971432691113	0	211214	1095	VERIZON WIRELESS	CELL PHONES	\$2,558.28
30452721	0	210958	2869	VULCAN CONSTRUCTION	CRUSHED LIMESTONE	\$444.21
30446820	0	210861	2869	VULCAN CONSTRUCTION	CRUSHED LIMESTONE	\$3,404.19
30446821	0	210882	2869	VULCAN CONSTRUCTION	RIPRAP	\$698.34
25107	0	210740	20903	WALLS JERRY		\$70.71
25074	0	210707	20886	WARD RICHARD & SARAH		\$30.05
25063	0	210696	20876	WARE LATASHA D		\$36.92
3042752	0	210792	8127	WASTE CONNECTIONS OF	3335 PINE TAR ALLEY (PARKS OFFICE)	\$108.55
3045409	0	210794	8127	WASTE CONNECTIONS OF	4700 STATELINE RD - SOCCER COMPLEX	\$121.46
3045184	0	210793	8127	WASTE CONNECTIONS OF	7360 HWY 51 (ARENA)	\$119.23

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3045005	0	210796	8127	WASTE CONNECTIONS OF	7505 CHERRY VALLEY	\$209.42
3046076	0	210777	8127	WASTE CONNECTIONS OF	8554 NORTHWEST DRIVE	\$116.56
3042784	0	210795	8127	WASTE CONNECTIONS OF	8925 SWINNEA - GOLF COURSE	\$94.60
3045941	0	210776	8127	WASTE CONNECTIONS OF	CITY HALL/SPD	\$259.22
3046735	0	211142	8127	WASTE CONNECTIONS OF	CURBSIDE RECYCLING SERVICES	\$41,648.00
1852	0	211111	19230	WASTE PRO	RUBBISH COLLECTION SERVICES	\$69,750.00
69745	0	211236	378	WAYNES CANDY CO INC	CANDY FOR CHRISTMAS PARADE 2013	\$1,740.35
69746	0	210790	378	WAYNES CANDY CO INC	EASTER EGG HUNT 2014 CANDY	\$1,398.12
25111	0	210744	20907	WHITE PAMELA		\$31.26
33900	0	211230	11134	WHITFIELD	ELECTRICAL SERVICES @ CITY HALL	\$97.71
33898	0	211231	11134	WHITFIELD	ELECTRICAL SERVICES @ STATION 1	\$1,435.39
40760	0	210870	2248	WILLIAMS, PITTS & BE	PROFESSIONAL SERVICES	\$4,560.00
110913	0	210934	976	WILLIAMS, TIM	FOOTBALL REF	\$160.00
110913	0	210935	973	WINDSOR JEFF	FOOTBALL REF	\$200.00
110913	0	210936	974	WINDSOR, JIM	FOOTBALL REF	\$390.00
110913	0	210949	19340	WINSTON TIMOTHY	SOCCER REF	\$120.00
103113	0	210784	15915	WISEMAN CYNTHIA	AEROBICS INSTRUCTOR	\$90.00
102413	0	210978	15915	WISEMAN CYNTHIA	ZUMBA INSTRUCTOR	\$135.00
092413	0	210885	5095	WOODS TREE SERVICE	TREE REMOVAL @ GREENBROOK	\$925.00
38583	0	210913	349	WORLD CLASS ATHLETIC	WATER PLANT GREEN TURF COLORANT	\$1,069.00

Total Invoices Paid on this Docket: \$707,915.75



Planet Recess™

The very best Playgrounds on the Planet!



P.O. Box 78160
Baton Rouge, Louisiana
70837-8160

Toll free - 800.344.6255

Local - 225.778.4700

Fax - 225.778.4703

LA ST Contractor #37277

MS ST Contractor / COR# 13345

www.planetrecess.com

November 22, 2013

Re: Sole Source Playground Equipment

To whom it may concern:

Planet Recess, Inc., Located in Baton Rouge, Louisiana has the sole authority to promote and sell Playworld Systems, Inc, Challenger and Playmaker line of products which also include warranty and replacement parts in the states of Louisiana and Mississippi.

Sincerely,

Troynor McAdams

President

P.O. Box 78160 Baton Rouge, LA 70837

Toll-Free: 1.800.344.6255

Fax: 225.778.4703

www.planetrecess.com



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P.O. Box 78160
Baton Rouge, Louisiana
70837-8160

MS101555-13B
Nov 22, 2013

Toll free - 800.344.6255
Local - 225.778.4700
Fax - 225.778.4703

QUOTATION

CONTACT: Wesley Brown
PHONE: 662.890.7275
EMAIL: wbrown@southave.org
SHIP TO: City of Southaven
3335 Pine Tar Alley
Southaven, MS 38672
PAYMENT: PO / Payment must be made payable to:
Planet Recess, Inc.
P.O. Box 78160 Baton Rouge LA 70837

item	quantity	description	catalog page	total weight	unit price	extended price
EQUIPMENT						
AHR0050	1	Guardrail - Right		9	\$195.00	\$195.00
AAU0556	1	Clamp - 3.5" Centerline		1	\$39.32	\$39.32
BPL3050	2	Side Elbow Tube w/Slots		33	\$567.32	\$1,134.64
ZZCH4290	1	Post Mount Steering Wheel		8	\$222.00	\$222.00
ZZCH3129	1	90 Degree Glide Slide 36" Deck		97	\$991.00	\$991.00
ZZCH3126	1	48" Glide Slide		120	\$1,153.00	\$1,153.00
AAU0155	4	Hanger - 5" Swing		9	\$105.90	\$423.60
ZZCH5780	1	6ft Horizontal Loop Ladder		56	\$503.00	\$503.00
ABC0002	4	Connector - Swing Clevis		2	\$6.64	\$26.56
FREIGHT						
frgt		Shipping to jobsite		335		\$338.60

Thanks for the opportunity to submit this quote for your approval! Please note that Planet Recess Inc. implements a "Pay to Play" policy. Full payment required in order to use equipment or finished project.

Sub Total \$5,026.72
0% sales tax, out of state order \$0.00

President - Treynor McAdams
LA ST Contractor #37277 / MS ST Contractor # 13345

TOTAL \$5,026.72

Authorized Distributor For:



All purchase orders and checks to be made payable to :

Planet Recess, Inc.
P.O. Box 78160
Baton Rouge, LA 70837

**** WARNING:** Do not install any playground equipment over paved surfaces such as concrete or asphalt. The complete area, including the space under and around all playground equipment, must be covered with an impact-absorbing material. If professional installation is elected, customer is responsible for disposing of packing materials such as cardboard and bubble wrap after Planet Recess, Inc. has compacted it and set it aside in an orderly manner. Install site must be surveyed for underground utilities.
15% Cancellation Charge after signed PO. Payment Terms: 50% down with order and balance in full upon delivery, PRI installation or Supervision. A credit application may be required. We are pleased to submit the above quotation for your consideration. Should you place an order, be assured that it will receive our prompt attention. Faxed copy deemed equivalent of original.
Any changes require that a new quote be issued. Quote Valid 30 days. By signing below, you are agreeing to the terms above. A formal purchase order may be required.

NAME _____

Position _____

Date _____

Planet Recess and "Slide around the World" logo are registered trademarks of Planet Recess Inc.

November 25th, 2013
N-S Project No. 6-3-5988-002

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

REFERENCE: CITY OF SOUTHAVEN
STATELINE ROAD DRAINAGE IMPROVEMENTS
AT FIRST INDUSTRIAL DRIVE
BID TABULATION AND RECOMMENDATION

Dear Mr. Smith:

Neel-Schaffer, Inc. has reviewed and tabulated, on a line item basis, the bids received on November 19th, 2013, for the above mentioned project. Enclosed is a Bid Tabulation for the eight bids received. The bids ranged from \$61,566.00 to \$123,920.93. The lowest bid was received from Tri-Firma Excavators, LLC, in the amount of \$61,566.00

A review of the bid for Tri-Firma Excavators, LLC for completeness and accuracy revealed that the bid was fully responsive in accordance with the Bid Documents. Based on the review for completion and tabulation of the bids, we recommend the contract for the above mentioned drainage project be awarded of the project to Tri-Firma Excavators, LLC.

If you have any questions or need additional information, please let us know.

Sincerely,

NEEL-SCHAFFER, INC.


Sean E. Hilsdon, P.E.
Project Manager

c. Sheila Heath, City of Southaven Clerk

Attachment

BID TABULATION - CITY OF SOUTHAVEN, MS				ARGO CONSTRUCTION		C. E. ROBERTSON CONSTRUCTION COMPANY, INC		ENSCOR, LLC		LAMB CONSTRUCTION		QUINN CONTRACTING, INC.		TSLI, INC.		TREY CONSTRUCTION		TRI-FIRMA	
599R.002 - Sulfide Road Drainage Improvements at First Industrial Drive																			
November 19, 2013																			
Pay Item	Description	Quantity	Unit	Unit Price (in Figures)	Total Price (in Figures)	Unit Price (in Figures)	Total Price (in Figures)	Unit Price (in Figures)	Total Price (in Figures)	Unit Price (in Figures)	Total Price (in Figures)	Unit Price (in Figures)	Total Price (in Figures)	Unit Price (in Figures)	Total Price (in Figures)	Unit Price (in Figures)	Total Price (in Figures)	Unit Price (in Figures)	Total Price (in Figures)
BASE BID ITEMS																			
1.0	Mobilization	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 1,500.00	\$ 1,500.00	\$ 4,500.00	\$ 4,500.00	\$ 2,000.00	\$ 2,000.00	\$ 14,518.80	\$ 14,518.80	\$ 7,500.00	\$ 7,500.00	\$ 7,375.00	\$ 7,375.00	\$ 1,000.00	\$ 1,000.00
2.0	Maintenance of Traffic	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 10,882.24	\$ 10,882.24	\$ 5,000.00	\$ 5,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
3.0	Cleaning and Grubbing	1	LS	\$ 3,500.00	\$ 3,500.00	\$ 400.00	\$ 400.00	\$ 7,000.00	\$ 7,000.00	\$ 900.00	\$ 900.00	\$ 3,064.66	\$ 3,064.66	\$ 5,000.00	\$ 5,000.00	\$ 1,500.00	\$ 1,500.00	\$ 500.00	\$ 500.00
4.0	Construction Staking	1	LS	\$ 3,500.00	\$ 3,500.00	\$ 850.00	\$ 850.00	\$ 750.00	\$ 750.00	\$ 3,600.00	\$ 3,600.00	\$ 2,040.42	\$ 2,040.42	\$ 4,500.00	\$ 4,500.00	\$ 1,500.00	\$ 1,500.00	\$ 500.00	\$ 500.00
5.0	Borrow Excavation	700	CY	\$ 15.00	\$ 10,500.00	\$ 9.25	\$ 6,475.00	\$ 8.00	\$ 5,600.00	\$ 9.00	\$ 6,300.00	\$ 8.21	\$ 5,747.00	\$ 15.00	\$ 10,500.00	\$ 8.00	\$ 5,600.00	\$ 11.70	\$ 8,190.00
6.0	Asphalt Repair Work	100	SY	\$ 115.00	\$ 11,500.00	\$ 70.00	\$ 7,000.00	\$ 10.00	\$ 1,000.00	\$ 22.50	\$ 2,250.00	\$ 75.68	\$ 7,568.00	\$ 81.40	\$ 8,140.00	\$ 112.82	\$ 11,282.00	\$ 25.00	\$ 2,500.00
7.0	Additional Foundation Material (CR-610)	15	CY	\$ 60.00	\$ 900.00	\$ 25.00	\$ 390.00	\$ 55.00	\$ 825.00	\$ 75.00	\$ 1,125.00	\$ 169.95	\$ 2,549.25	\$ 135.00	\$ 2,025.00	\$ 135.00	\$ 2,025.00	\$ 30.00	\$ 450.00
8.0	Concrete Drainage Swale	1	LS	\$ 1,200.00	\$ 1,200.00	\$ 1,400.00	\$ 1,400.00	\$ 3,000.00	\$ 3,000.00	\$ 2,250.00	\$ 2,250.00	\$ 2,600.57	\$ 2,600.57	\$ 6,000.00	\$ 6,000.00	\$ 1,054.00	\$ 1,054.00	\$ 1,800.00	\$ 1,800.00
9.0	36" Reinforced Concrete Pipe (Class III)	395	LF		\$ 89.00	\$ 31,630.00			\$ 90.00	\$ 35,640.00					\$ 72.00	\$ 28,512.00	\$ 74.18	\$ 29,376.00	
9.0A	36" Dual-Wall Polypropylene Pipe	395	LF	\$ 65.00	\$ 25,740.00			\$ 62.00	\$ 24,552.00			\$ 78.81	\$ 31,044.76	\$ 60.00	\$ 23,760.00	\$ 55.49	\$ 21,974.04		
10.0	36" Reinforced Concrete Flared End Section	1	EA	\$ 1,500.00	\$ 1,500.00	\$ 1,900.00	\$ 1,900.00	\$ 1,250.00	\$ 1,250.00	\$ 1,700.00	\$ 1,700.00	\$ 5,463.16	\$ 5,463.16			\$ 1,470.00	\$ 1,470.00	\$ 1,550.00	\$ 1,550.00
11.0	Precast Concrete Junction Box w/ Drop Inlet (4' x 4')	2	EA		\$ 4,950.00	\$ 9,900.00			\$ 5,300.00	\$ 10,600.00					\$ 3,100.00	\$ 6,200.00	\$ 3,100.00	\$ 6,200.00	
11.0A	Polypropylene Fittings (with Surface Inlets)	1	LS	\$ 8,000.00	\$ 8,000.00			\$ 7,000.00	\$ 7,000.00			\$ 13,811.45	\$ 13,811.45	\$ 7,500.00	\$ 7,500.00	\$ 7,300.00	\$ 7,300.00		
12.0	Connect to Existing Box Culvert	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 3,700.00	\$ 3,700.00	\$ 1,000.00	\$ 1,000.00	\$ 1,200.00	\$ 1,200.00	\$ 5,690.88	\$ 5,690.88	\$ 5,000.00	\$ 5,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,750.00	\$ 1,750.00
13.0	Grassing with Erosion Control Blanket	1	LS	\$ 7,600.00	\$ 7,600.00	\$ 1,100.00	\$ 1,100.00	\$ 2,600.00	\$ 2,600.00	\$ 2,375.00	\$ 2,375.00	\$ 14,952.74	\$ 14,952.74	\$ 10,000.00	\$ 10,000.00	\$ 1,667.00	\$ 1,667.00	\$ 3,900.00	\$ 3,900.00
14.0	Temporary Silt Fence (Type 1 or 2) (EOS 20-100)	300	LF	\$ 3.00	\$ 900.00	\$ 4.50	\$ 1,350.00	\$ 3.00	\$ 900.00	\$ 5.00	\$ 1,500.00	\$ 2.87	\$ 861.00	\$ 5.00	\$ 1,500.00	\$ 3.00	\$ 900.00	\$ 2.50	\$ 750.00
15.0	Sanitary Sewer Cleanout Assembly, Complete	3	EA	\$ 100.00	\$ 300.00	\$ 300.00	\$ 900.00	\$ 100.00	\$ 300.00	\$ 125.00	\$ 375.00	\$ 466.10	\$ 1,398.30	\$ 2,000.00	\$ 6,000.00	\$ 100.00	\$ 300.00	\$ 300.00	\$ 900.00
16.0	100 lb Rock Riprap	10	TONS	\$ 60.00	\$ 600.00	\$ 55.00	\$ 550.00	\$ 50.00	\$ 500.00	\$ 55.00	\$ 550.00	\$ 117.77	\$ 1,177.70	\$ 65.00	\$ 650.00	\$ 60.00	\$ 600.00	\$ 70.00	\$ 700.00
				\$ 83,140.00		\$ 71,395.00		\$ 61,677.00		\$ 74,265.00		\$ 123,920.93		\$ 103,075.00		\$ 102,559.04		\$ 61,556.00	

* - 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.

VR - Indicates non-responsive bid

certify that this is a correct tabulation of all the bids received and read aloud for this project on the bid date of November 19, 2013

 ENGINEER
SIGNATURE

**RESOLUTION OF CITY OF SOUTHAVEN BOARD OF ALDERMAN
FOR AWARD OF STATELINE ROAD DRAINAGE PROJECT**

WHEREAS, the City of Southaven (“City”) advertised for pricing for the Stateline Road Drainage Project (“Project”) on October 17 and October 24, 2013; and

WHEREAS, pursuant to the legislative intent of Mississippi Code 31-7-13, the City desires to operate and expend public City money in the most efficient and responsible manner for its citizens and seek bids for those projects which exceed Fifty Thousand Dollars and 00/100 (\$50,000.00); and

WHEREAS, the City’s representatives have reviewed the pricing and responses along with the qualifications and other information which is responsive to the Advertisement for the Project to determine which bid is the lowest and best; and

WHEREAS, the City specifications and advertisement allowed for the waiving of irregularities; and

WHEREAS, Tri Firma responded with the low bid for the Project and in the response failed to comply with minor provisions of the bid specifications; and

WHEREAS, the minor omissions by Tri Firma constitute irregularities that can be waived by the City since they do not involve statutory mandates. Additionally, the City may waive the bid irregularities, since they do not destroy the competitive character of the bid; the irregularities have no effect on the amount of the bid; and they do not provide Tri Firma an advantage over any other contractor.

NOW THEREFORE, be it resolved as follows:

1. Pursuant to the bid specifications whereby the City advertised that it had the discretion to waive any irregularities, the City hereby waives the irregularities of Tri Firma not providing copies of the responses or providing the price in written form as it only provided the price in numerical form. The City finds that these irregularities did not involve a statutory mandate. Additionally, the City elects to waive the bid irregularities, since the irregularities did not in any manner destroy the competitive character of the bid; have no effect on the amount of the bid; and do not provide Tri Firma with an advantage over any other contractor. The City finds that the bid of Tri Firma was evident from the face of the document and that the irregularities did not give Tri Firma an advantage over other bidders. *W & A Contractors, Inc. v. Tunica County Airport Commission*, 881 So.2d 358 (Ct. Ap. Miss. 2004). In addition, the Mississippi Supreme Court and multiple Attorney General Opinions have noted, the City Board has great discretion when reviewing bids. *Parker Bros. v. Crawford*, 219 Miss. 199, 209, 68 So.2d 281 (1953).

2. The City hereby awards the contract for the Project to Tri Firma and the Mayor, City Clerk and City Engineer are hereby authorized to execute any and all documents for the Project.

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

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

RESOLVED AND DONE, this 3rd day of December, 2013.

Darren Musselwhite, MAYOR

ATTEST:

Sheila Heath, CITY CLERK

THE ARENA AT SOUTHAVEN

Lease Agreement

THIS AGREEMENT made and entered into on, this the ____ day of December 2013 by and between CITY OF SOUTHAVEN, MISSISSIPPI, hereinafter referred to “Lessor” and Mid-South Swap Meet and Flea Market hereinafter referred to as “Lessee.”

W I T N E S S E T H

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:

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 the Flea Market.

- 1. TERMS:** The term of this Lease shall be for every fourth (4th) weekend of the month for a period of twelve (12) months beginning on the first (1st) day of January, 2014 and ending the thirty-first (31th) day of December, 2014. For purposes of this Lease, Lessee shall take ownership of the Arena beginning on the Friday at 10:00 a.m. (“Set Up Day”) of the

designated weekend and shall terminate on Monday at 10:00 p.m. (“Tear Down Day”) of the designated weekend.

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 Three Thousand and 00/100 Dollars (\$3,000.00) per day of use each and every month. For the purposes of this Lease, customary monthly use shall be for two (2) days rent and the Lessee shall be granted a “Set Up Day” and a “Tear Down Day,” for which the Lessee shall not incur rent for the designated weekend. Each payment shall thereafter be in the amount of \$3,000 per day of use and shall be due and payable on the first (1st) day of each month. In addition, to the rental amount of \$3,000.00 per day, the Lessee shall provide compensation from use of the concession stand which shall be 12.5% of net sales to the Lessor within seven (7) days of the “Tear Down Day” from the designated weekend. Payments shall be made or hand delivered to the attention of the Office of City Clerk, 8710 Northwest Drive, Southaven, Mississippi 38671 and made payable to the “City of Southaven.” Lessee agrees that a late penalty of Fifty and 00/100 Dollars (\$50.00) per day, retroactive to the first (1st) day of the month will be added to the monthly rental payment if any rent payment is not received by the Lessor within five (5) days of its due date. The burden of proof of payment of said rental payments shall be upon the Lessee. If Lessee shall fail to provide any rental payment or compensation set forth in this Paragraph 2 and not cure such failure within seven (7) days, Lessor shall have the right to immediately terminate this Lease.

3. LEASE DEPOSIT: Based on the frequency and volume of the occupancy, the Lessor waives the deposit for this Lease.

4. DAMAGE DEPOSIT: Lessee agrees to a damage deposit of Two Hundred Fifty

Dollars and 00/100 (\$250.00) for each event. If Lessee does not remove or completely ensure that all trash is properly stored by the end of the "Tear Down Day," Lessee shall forfeit the damage deposit.

5. SETTLEMENT: Unless otherwise mutually agreed, the Lessor and the Lessee shall settle their mutual accounts on the closing night of the Lessee's use of the facilities. The Lessor shall withhold from the amounts owing the Lessee all sums advanced by the Lessor for the Lessee's account. Prior to the settlement, the Lessee shall not be entitled to draw upon such funds unless specific permission has been granted by the Lessor and until the Lessee has incurred such draw with a bond or letter of credit which is acceptable to the Lessor.

6. 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 10:01 p.m.. on the "Tear Down Day."

7. 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, crowd management associates, traffic controllers, event clean up and Events Center security personnel including the services of stand-by firemen assigned to The Arena at Southaven by the Lessor. (iii) The Arena At Southaven will also provide

such equipment schedule, attached hereto and 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 by the Lessor, the cost incurred by the Lessor in breaking down the tables and chairs shall be deducted from the damage deposit as set forth in paragraph 4. (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 damage deposit. In the event such costs shall exceed the Damage Deposit, Lessor shall submit a statement of cost to Lessee to be paid within ten (10) days following the date of termination of this Lease.

8. 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.

9. 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.

10. 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.

11. 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.

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

13. 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.

14. 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 to Lessor therefore and without releasing Lessee from its liability to pay the full amount of rent provided for herein.

15. PRODUCTION 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 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.

16. 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 Marshall 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 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.

17. 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.

18. 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.

19. 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. 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 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 and any applicable City of Southaven, Mississippi Code of Ordinances. 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.

20. 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.

21. 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 subcontractors 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 any thing therein or thereon which will in any way conflict with the conditions of any insurance policies insuring the premises or any part thereof against 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.

22. 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.

23. 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.

24. COPYRIGHT: The Lessee agrees to assume full responsibility for complying with the Federal Copyright Law of 1978 (17 U.S.C. 101 et seq.) and any regulations issued thereunder 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 all claims, costs, expenses, taxes, losses, or any and all other actions resulting from Lessee's failure to comply with this Section 24.

25. 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.

26. 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 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.

27. 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.

28. 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.

29. 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.

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

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

32. 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 dispute 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.

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

34. 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.

35. 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.

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

37. 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.

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

39. 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.

40. 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 any all claims, costs, expenses, taxes, losses, or any and all other actions resulting from Lessee's failure to comply with this Section 40.

41. MISCELLEANOUS: The Lessee on notice that Lessor is a political subdivision of the State of Mississippi and that Mississippi law states that it is the duty of those contracting with a Mississippi public entity to see to it that the provisions of the contract are legal and enforceable. Lessee is obligated to verify through independent legal counsel whether all provisions of this contract are enforceable as to Lessor. Notice is given that Lessor will not be bound to any provision of the contract which a Mississippi public entity cannot legally agree to or contract for. By way of example, a public entity cannot agree to binding arbitration, waiver of its right to a jury trial, holding another harmless, providing indemnification,

limiting liability of third parties, waiving counterclaims, agreeing to application of foreign law in interpreting contracts and agreeing to venue outside of Mississippi. In executing the enclosed contract, Lessor does not waive any rights they it may have to object to, contest, or refuse to comply with any provision of the contract that is impermissible by operations of the laws of the State of Mississippi.

42. TERMINATION OF AGREEMENT:

- (a) The Mayor, Southaven Board, 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.
- (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.

INTENTIONALLY LEFT BLANK

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

LESSOR:

CITY OF SOUTHAVEN, MISSISSIPPI

By: _____

DARREN MUSSELWHITE

MAYOR

LESSEE:

By: _____

(Title)

RESOLUTION GRANTING AUTHORITY TO CLEAN PRIVATE PROPERTY

WHEREAS, the governing authorities of the City of Southaven, Mississippi, have received numerous complaints regarding the parcel of land located at the following address, to-wit: **1365 Jo Ann Drive**, to the effect that the said parcel of land has been neglected whereby **it is in violation and there exist unsafe conditions** and that the parcel of land in the present condition is deemed to be a menace to the public health and safety of the community.

WHEREAS, pursuant to Section 21-19-11 of the Mississippi Code Annotated (1972), the governing authorities of the City of Southaven, Mississippi, provided the owners of the above described parcel of land with notice of the condition of their respective parcel of land and further provided them with notice of a hearing before the Mayor and Board of Aldermen on **Tuesday, December 3, 2013**, by United States mail and by posting said notice, to determine whether or not the said parcel of land were in such a state of uncleanliness as to be a menace to the public health and safety of the community.

WHEREAS, none of the owners of the above described parcel of land appeared at the meeting of the Mayor and Board of Aldermen on **Tuesday, December 3, 2013**, to voice objection or to offer a defense.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Mayor and Board

of Alderman of the City of Southaven, Mississippi, that the above described parcel of land located at: **1365 Jo Ann Drive** is deemed in the existing condition to be a menace to the public health and safety of the community.

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

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

ALDERMAN

VOTED

Alderman William Brooks

Alderman Kristian Kelly

Alderman Shirley Beshears

Alderman George Payne

Alderman Joel Gallagher

Alderman Scott Ferguson

Alderman Raymond Flores

The Resolution, having received a majority vote of all Aldermen present, was declared adopted on this, the **3rd day of December, 2013.**

CITY OF SOUTHAVEN, MISSISSIPPI

BY:

DARREN MUSSELWHITE
MAYOR

ATTEST:

SHEILA HEATH
CITY CLERK

(S E A L)



**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:	November 25, 2013
Public Hearing Body:	Planning Commission
Applicant:	Linda Bradford c/o Robbie Jones 8849 Hamilton Road 662-342-7273
Total Acreage:	13.06 acres
Existing Zone:	Planned Business Park (PBP) Airport Industrial Park
Location of Subdivision application:	West side of Airways Blvd. south of Stateline Road
Comprehensive Plan Designation:	Planned Business Park
Staff Comments:	<p>The applicant is requesting subdivision approval to further subdivide lot 2 of the Airport Industrial Park on the west side of Airways Blvd, south of Stateline Road. The existing lot 2 encompasses 13.06 acres with two existing buildings on site. There are four access points onto the site from Airport Industrial Drive and Marketplace Drive. The application is proposing to break the lot into 2 new lots- 2a and 2b. Lot 2a will encompass 3.33 acres and have the main access off of Marketplace Drive with a secondary access onto Airport Industrial. Building "A" which is identified on the plat will remain with lot 2a. Lot 2b will encompass 9.73 acres and have two access points</p>

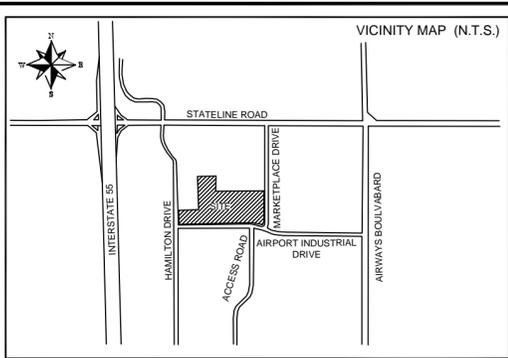
onto Airport Industrial Drive. This lot will also have road frontage on Hamilton Road but no access point. There are no identified shared ingress/egress points proposed. All right of way dedication has been granted via the original plat; therefore, this revision has no requirements regarding streets.

Staff Recommendations:

Staff has no problem with the revision proposed. The splitting of the lot still allows adequate access points to both lots. After reviewing the plat, it seems that the original plat increased the setbacks more than the Planned Business Park district required. Staff is agreeable to this; however, if lot 2b plans on expanding at a future date, then the applicant may want to review the PBP setback requirements and request the change at this point before recording of the plat. It can be addressed at a later date; but it would require amending the plat again through public hearing processes. That being said, staff has no further comment and recommends approval.

**Planning Commission
Recommendation:**

**Motion made by:
Seconded by:**



**SOUTHAVEN STATION
LLC.
BK: 464 PG:336**

**CITY OF SOUTHAVEN
BK: 419 PG:409**

**AMBICA CORP.
BK: 289 PG:313**

**ISHAN LLC.
BK: 516 PG:731**

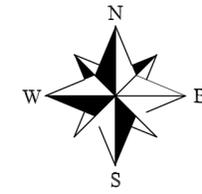
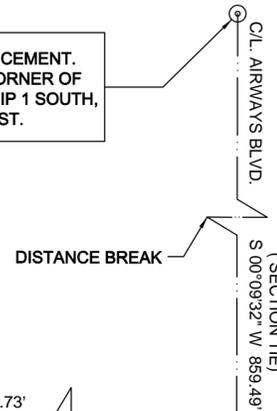
(BEARING REFERENCE)
S 89°49'38" E 349.98' C/M

**AIRPORT INDUSTRIAL PARK P.B.P.
PLAT BK:77 PAGE: 16
LOT 2
13.06 ACRES**

**MISSISSIPPI POWER
AND LIGHT EASEMENT
BK: 254 PG: 12**

S 89°50'136" E 544.55' / C
S 89°51'02" E 544.54' / M

**POINT OF COMMENCEMENT,
THE NORTHEAST CORNER OF
SECTION 24, TOWNSHIP 1 SOUTH,
RANGE 8 WEST.**



NOTES:

1. BEARINGS REFERENCED TO NORTH LINE OF LOT 2, AIRPORT INDUSTRIAL PARK PLANNED BUSINESS PARK AS RECORDED IN PLAT BOOK 77, PAGE 16 IN THE CHANCERY CLERK'S OFFICE OF DESOTO COUNTY, MISSISSIPPI.
2. FIELD SURVEY DATED: 04-05 AUG 2012
3. THIS SURVEY WAS PREPARED WITH BENEFIT OF A TITLE SEARCH. ONLY THE DOCUMENTS SHOWN WERE USED IN THE PREPARATION OF THIS PLAT. THERE MAY BE OTHER DOCUMENTS THAT AFFECT THIS PLAT.
4. THIS IS A CLASS "B" SURVEY.
5. 1/2"x18" IRON PINS SET ON ALL PROPERTY CORNERS NOT SHOWN AS FOUND, UNLESS OTHERWISE NOTED.

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. ALSO, ACCORDING TO FEMA MAP NO. 28033C 0076G, DATED 04 JUNE 2007, THIS PROPERTY IS NOT LOCATED IN AN IDENTIFIED FLOOD HAZARD AREA.

BY: ROBERT G. JONES MS PLS 2614

**DIVISION OF LOT 2
AIRPORT INDUSTRIAL PARK
PLANNED BUSINESS PARK**

2 LOTS / 13.06± ACRES

LOCATED IN THE NORTHEAST QUARTER OF SECTION 24,
TOWNSHIP 1 SOUTH, RANGE 8 WEST, CITY OF SOUTHAVEN,

DeSOTO COUNTY, MISSISSIPPI



8849 HAMILTON ROAD
SOUTHAVEN, MS 38671

PHONE: (662) 342-7273
FAX: (662) 342-5356

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 00°11'10" E	61.12'
L2	N 88°28'45" E	15.62'
L3	N 46°54'15" E	30.15'

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	35.00'	64.64'	55.84'	S 53°06'44" W	105°49'29"
C2	634.00'	10.56'	10.56'	N 74°27'10" W	00°57'16"
C3	634.00'	168.03'	167.54'	N 82°31'12" W	15°11'07"

**HAMILTON ROAD
82' ROAD EASEMENT
BK:160
PG:190**

C.L. AIRPORT INDUSTRIAL DRIVE (68' RIGHT OF WAY)

**MARKETPLACE DRIVE
(68' RIGHT OF WAY)**

**CONCRETE
LOT 2B
430126.73 SQ. FT.
9.87 ACRES**

**LOT 2A
144816.18 SQ. FT.
3.32 ACRES**

**BUILDING
DEATIL "B"**

**BUILDING
DETAIL "A"**

CONCRETE TIRE WASH

ASPHALT PAVING

10. Mayor's Report

11. Citizen's Agenda

Personnel Docket

December 3, 2013

Payroll Additions	Position	Department	Start Date	Rate of Pay
Mason Wilson	P/T Laborer	Parks and Recreation - 411	December 4, 2013	\$7.25
Justin Steelandt	Patrol Officer I	Police - 211	December 16, 2013	\$16.42
Mitchell Joiner	Patrol Officer I	Police - 211	December 16, 2013	\$16.42
Tiffany Byrd	Patrol Officer I	Police - 211	December 16, 2013	\$16.42
Andrew Hodges	Patrol Officer I	Police - 211	December 16, 2013	\$16.42
Richard Phelps	Patrol Officer II	Police - 211	December 16, 2013	\$18.87
Porcha Taylor	Patrol Officer II	Police - 211	December 16, 2013	\$18.87

Payroll Adjustments	Previous Classification	New Classification	Effective Date	Rate of Pay
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Employee Name	Department	Action Taken	Effective Date	With/Without Pay
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Payroll Deletions	Position	Department	Termination Date	Rate of Pay
Mark Kramer	Patrol Officer II	Police - 211	December 2, 2013	\$18.87

13. Committee Reports

14. City Attorney's Legal Update

15. Old Business

City of Southaven
Docket of Claims



Warrant #: C-120313 & W-120313

City of Southaven Claims Docket
Warrant #: C-120313 & W-120313

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
35644	0	211536	424	A TO Z ADVERTISING	SET UP FEE	\$125.00
10793	0	211517	23	A-1 SEPTIC TANK SERV	SHETLAND GARDENS OCT 2013	\$3,780.00
3508400	0	211634	6142	ACCESS POINT INC	PHONE SERVICES - POLICE	\$394.18
5650	0	211598	12445	ACCURATE LAW ENFOR	D SCOTT 2014 ALLOT	\$161.97
5651	0	211600	12445	ACCURATE LAW ENFOR	D SCOTT 2014 ALLOT	\$174.99
5649	0	211599	12445	ACCURATE LAW ENFOR	E JAMES 2014 ALLOT	\$109.99
5648	0	211601	12445	ACCURATE LAW ENFOR	MAG571 - PATROL ROOM EQUIPMENT	\$178.20
09664060	0	211387	815	ADT SECURITY SERVICE	SECURITY SYSTEM QUARTERLY BILLING	\$1,305.11
304101050SHF1	0	211703	13310	AETNA	EMS BILLING REFUND	\$207.58
103171331SHF1	0	211698	13310	AETNA	EMS BILLING REFUND	\$438.29
12-5003	0	211380	116	AMERICAN EVENT TENTS	BREAKFAST WITH SANTA 2013	\$1,075.00
408024	0	211806	118	AMERICAN FLAG & POLE	FLAGS FOR PEPPERCHASE	\$331.33
113945	0	211560	883	AMERICAN TIRE REPAIR	TRUCK 822 TIRES	\$1,030.64
112088	0	211641	883	AMERICAN TIRE REPAIR	U1 MOUNT / DISMOUNT	\$25.00
22513	0	211714	246	ANIMAL CARE EQUIPMEN	ANIMAL CONTROL LEADS	\$105.41
581-4936515	0	211529	156	ARAMARK UNIFORM SERV	MATS @ CITY HALL	\$228.56

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
581-4939590	0	211619	156	ARAMARK UNIFORM SERV	MATS @ CITY HALL	\$228.56
581-4936514	0	211489	156	ARAMARK UNIFORM SERV	MATS @ COURT	\$108.21
581-4939589	0	211722	156	ARAMARK UNIFORM SERV	MATS @ COURT	\$108.21
1414201311	0	211802	17546	ARISTA	WATER BILL POSTAGE - OCT 2013	\$8,658.26
15897	0	211801	17546	ARISTA	WATER BILL PRINTING - OCT 2013	\$3,959.25
258	0	211844	18967	ARROW DISPOSAL	NOV 2013 RESIDENTIAL REFUSE SERVICE	\$88,518.95
449260501113	113151	211356	13136	AT&T	PHONE SERVICES - COLLEGE WATER PLANT SCADA	\$19.71
NOV2013	0	211720	1167	AT&T MOBILITY	ACCT0563125769001 (LONG DISTANCE) 890-5434	\$40.15
820538861113	112838	211351	1167	AT&T MOBILITY	PHONE SERVICES - UTILITIES	\$90.50
287252251113	113152	211371	1167	AT&T MOBILITY	PHONE SERVICE - PUBLIC WORKS	\$114.03
287251721113	113152	211357	1167	AT&T MOBILITY	PHONE SERVICES - OPERATIONS DEPT.	\$113.97
2872516B1113	113152	211359	1167	AT&T MOBILITY	PHONE SERVICES - POLICE	\$114.03
820661421113	113152	211360	1167	AT&T MOBILITY	PHONE SERVICES - POLICE	\$231.35
287251661113	113152	211358	1167	AT&T MOBILITY	PHONE SERVICES - UTILITIES	\$154.28
287251541113	113164	211747	1167	AT&T MOBILITY	IT CELL PHONES	\$324.17
287255731113	113164	211748	1167	AT&T MOBILITY	MI-FI FOR STATION	\$60.71
3119-2FY14	0	211651	1145	ATMOS ENERGY	2101 COLONIAL HILLS DR	\$696.74
6854-2FY14	0	211780	1145	ATMOS ENERGY	3278 MAY BLVD	\$107.25
4569-2FY14	0	211778	1145	ATMOS ENERGY	6450 GETWELL - FIRE	\$285.98
6621-2FY14	0	211779	1145	ATMOS ENERGY	6450 GETWELL RD - POLICE	\$46.28
9368-2FY14	113153	211362	1145	ATMOS ENERGY	1940 STATELINE RD W	\$45.82
3113-2FY14	113153	211361	1145	ATMOS ENERGY	EXPO CENTER - PARKS	\$176.50

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
3253-2FY14	113165	211745	1145	ATMOS ENERGY	2101 COLONIAL HILLS DR - PARKS	\$155.39
2695-2FY14	113165	211750	1145	ATMOS ENERGY	7980 SWINNEA RD	\$272.76
2435-2FY14	113165	211746	1145	ATMOS ENERGY	8400 GREENBROOK PKWY	\$17.81
3076-2FY14	113165	211753	1145	ATMOS ENERGY	8925 SWINNEA RD	\$44.37
25579	0	211657	172	AUTOMATIC RAIN	LAWN SPRINKLER SERVICES	\$80.00
25580	0	211658	172	AUTOMATIC RAIN	LAWN SPRINKLER SERVICES	\$80.00
25582	0	211660	172	AUTOMATIC RAIN	LAWN SPRINKLER SERVICES	\$80.00
25584	0	211661	172	AUTOMATIC RAIN	LAWN SPRINKLER SERVICES	\$80.00
25581	0	211659	172	AUTOMATIC RAIN	LAWN SPRINKLER SERVICES	\$160.00
0009505554	0	211723	173	AUTOZONE	TRUCK 1 HEADLIGHTS	\$11.69
59117	0	211795	19589	BAKER SERVICES	OCT 2013 METER READING	\$15,654.72
107011022SHF1	0	211704	4599	BANKERS LIFE & CASUA	EMS BILLING REFUND	\$82.32
13-1008	0	211838	20953	BANKPLUS	RESEARCH #201300060832	\$50.77
13-1007	0	211837	20953	BANKPLUS	RESEARCH #201300060847	\$71.27
0016097	0	211827	11493	BARNEY'S POLICE &	PISTOL SHIELDS	\$1,445.12
374-246949	0	211512	13650	BATTERIES PLUS	BATTERY FOR LIGHT OF T3	\$16.99
154561	0	211497	268	BEST CHANCE JANITOR	SUPPLIES	\$901.46
2006228	0	211709	17201	BEST-WADE PETROLEUM	FUEL FOR PEPPERCHASE AND MAY BLVD	\$7,667.42
2006229	0	211710	17201	BEST-WADE PETROLEUM	FUEL FOR PEPPERCHASE AND MAY BLVD	\$10,641.20
307141833SHF1	0	211702	9353	BLUE CROSS BLUE SHIE	EMS BILLING REFUND	\$484.20
81260939	0	211732	582	BOUND TREE MEDICAL	MEDICAL SUPPLIES	\$1,377.00
111313	0	211435	20939	BURNETT CHARRMEN	CASH BOND REFUND	\$231.00

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112613	0	211814	18213	CAOQUETTE WES	SOCCER REF	\$75.00
112613	0	211815	4392	CARSON DANIEL	SOCCER REF	\$75.00
112613	0	211816	2574	CARSON, MICHAEL A	SOCCER REF	\$365.00
112613	0	211813	19562	CASTELLANO CARLOS	SOCCER REF	\$45.00
STMT635494	0	211591	14437	CB RICHARD ELLIS COR	DEC 2013 LEASE COURT PARKING	\$416.67
IN01183829	0	211683	19588	CCP INDUSTRIES INC	MATERIALS	\$561.68
IN01182896	0	211684	19588	CCP INDUSTRIES INC	MATERIALS FOR PUBLIC WORKS	\$170.80
GX10007	0	211478	739	CDW GOVERNMENT INC	CARD READER - SPD	\$45.08
GW72436	0	211476	739	CDW GOVERNMENT INC	POWER SUPPLIES FOR IT DEPT	\$233.14
300093461113	113154	211487	1234	CENTURYLINK	PHONE SERVICES - PARKS	\$150.75
400200021113	113154	211490	1234	CENTURYLINK	PHONE SERVICES - PARKS	\$1,082.48
300096131113	113166	211766	1234	CENTURYLINK	PHONE SERVICES - PARKS	\$43.98
400200371113	113166	211754	1234	CENTURYLINK	PHONE SERVICES - PARKS	\$118.69
300095241113	113166	211767	1234	CENTURYLINK	PHONE SERVICES - POLICE	\$42.29
300091241213	113166	211768	1234	CENTURYLINK	PHONE SERVICES - POLICE	\$93.89
300091221113	113166	211764	1234	CENTURYLINK	PHONE SERVICES - POLICE	\$229.56
300095071113	113166	211765	1234	CENTURYLINK	PHONE SERVICES - PUBLIC WORKS	\$41.98
112613	0	211817	18253	CHAN DAVID	SOCCER REF	\$50.00
2013112001/0101	0	211826	18276	CLIFFORD T FREEMAN	POLYGRAPH EXAMINATIONS	\$400.00
7944	0	211749	15344	CLYDE C SCOTT INSURA	SURETY - RENEW CRIME POLICY	\$5,900.00
304111603SHF1	0	211693	20942	COLEMAN EMMA	EMS BILLING REFUND	\$131.44
856867021213	113167	211743	2351	COMCAST	INTERNET - POLICE	\$124.90

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621122011213	113167	211744	2351	COMCAST	INTERNET - POLICE	\$241.49
910908011213	113167	211742	2351	COMCAST	INTERNET - UTILITIES	\$94.85
219393	0	211558	3554	CORNERSTONE LAB	LEGENDS LAGOON / TRINITY LAKES	\$190.00
219413	0	211788	3554	CORNERSTONE LAB	TESTING OF WASTEWATER @ PLANTS	\$75.00
284806	0	211541	836	COUNTRY FORD INC	#293 CROWN VIC REPAIRS	\$2,295.31
112613	0	211818	3546	COX DAVID R JR	SOCCER REF	\$45.00
111813CS	0	211848	1339	CREDIT CARD CENTER	C SHELTON	\$672.94
111903	0	211638	402	CURRY JANITORIAL SER	CLEANING OF FBI OFFICES	\$425.00
1222	0	211828	20950	CUTTING EDGE TACTICA	ALTI HOULY / ALTI SLEDGE	\$960.00
1402	0	211842	12576	D&J'S CLEANING SERVI	CLEANING @ PERFORMING ARTS CTR	\$100.00
1401	0	211843	12576	D&J'S CLEANING SERVI	CLEANING @ PERFORMING ARTS CTR	\$150.00
1403	0	211841	12576	D&J'S CLEANING SERVI	CLEANING @ PUBLIC WORKS	\$225.00
1397	0	211667	12576	D&J'S CLEANING SERVI	CLEANING AT PUBLIC WORKS	\$225.00
1400	0	211668	12576	D&J'S CLEANING SERVI	CLEANING AT PUBLIC WORKS	\$225.00
1399	0	211669	12576	D&J'S CLEANING SERVI	CLEANING AT SPAC	\$100.00
1398	0	211666	12576	D&J'S CLEANING SERVI	CLEANING AT SPAC	\$150.00
11-12-13	0	211442	7307	DALE K THOMPSON	HARDWARE/SOFTWARE MAINT - ELECTION EQUIP	\$1,392.19
7429	0	211563	18451	DESOTO COLLISION	TRUCK 830 REPAIRS	\$2,120.91
10-24-13	0	211647	20947	DESOTO COUNTY ADMIN	I69 COALITION	\$500.00
75620	0	211716	500	DESOTO COUNTY ANIMAL	PROFESSIONAL SERVICES	\$654.50
622223	0	211559	665	DESOTO COUNTY COOPER	INSULATED BIB OVERALLS	\$253.95
99793	0	211454	7507	DESOTO COUNTY ECONOM	LEADERSHIP DESOTO - E MCILWAIN	\$750.00

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11-25-13	0	211762	4646	DESOTO COUNTY REGION	COLLECTED SEWER FEES (OCT 2013)	\$300.00
1140	0	211417	4646	DESOTO COUNTY REGION	DEC 2013 MONTHLY PYMT	\$23,071.00
152692	0	211515	182	DESOTO FAMILY MEDICA	MCDANIEL EMT SHOTS	\$180.00
DEC2013	0	211532	6682	DESOTO FAMILY THEATR	DEC 2013 MONTHLY CONTRIBUTION	\$4,166.67
111913	0	211758	20948	DESOTO IMAGING	TB CHEST XRAYS PYMT	\$250.00
300053285	0	211528	1185	DESOTO TIMES-TRIBUNE	PN: BOND SALE 6.5 MILLION	\$434.16
257975A	0	211662	2394	DIAMOND INTERNATIONA	SHOP MATERIALS	\$488.45
M1683	0	211465	20454	DIRECTFX	2013 CHRISTMAS FLYERS	\$251.00
3010	0	211807	1952	DIXIE DOOR COMPANY	WASHBAY DOOR REPAIR	\$165.07
305312136SHF1	0	211705	991120	DODSONBILLIEJEAN	EMS BILLING REFUND	\$82.46
112613	0	211819	20749	DONALDSON JORDAN	SOCCER REF	\$100.00
848542	0	211738	7618	DONUT KING	BREAKFAST WITH SANTA 2013	\$594.00
2013001333	0	211688	17266	DOOR PRO, INC	DOOR REPAIRS AT F.S. #2	\$225.00
2013001299	0	211531	17266	DOOR PRO, INC	STATION 4 - REPLACE BELT	\$305.50
14CL0000580	0	211566	1390	DPS CRIME LAB	NOV 2013 ANALYTICAL FEES	\$600.00
9002669795	0	211715	17049	DVM RESOURCES	VACCINATIONS FOR ANIMALS	\$267.03
408394	0	211643	17659	EEP	COOLANT CAP	\$12.91
408395	0	211511	17659	EEP	HELMET LIGHT MOUNTS FOR INVESTIGATIONS	\$224.00
191	0	211428	12561	EMERGENCY MEDICAL RE	NOV 2013 MED CONTROL	\$1,500.00
1416-2FY14	0	211654	966	ENTERGY	4005 STATELINE RD	\$27.13
2636-2FY14	0	211652	966	ENTERGY	4085 STATELINE RD	\$17.77
6454-2FY14	0	211622	966	ENTERGY	4700 STATELINE RD	\$56.96

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8229-2FY14	0	211653	966	ENTERGY	4700 STATELINE RD	\$1,592.32
9965-2FY14	0	211655	966	ENTERGY	ESTATES OF NORTHCREEK LIGHTING	\$11.97
3780-2FY14	0	211631	966	ENTERGY	GOODMAN & I-55	\$176.59
1425-2FY14	0	211649	966	ENTERGY	GOODMAN AND AIRWAYS BLVD	\$98.05
0888-2FY14	0	211650	966	ENTERGY	GOODMAN RD AND SCREST	\$98.05
0398-2FY14	0	211626	966	ENTERGY	GREENBROOK PKWY RASC	\$6.98
0182-2FY14	0	211629	966	ENTERGY	GREENBROOK PKWY ST LGT	\$14.55
9979-2FY14	0	211630	966	ENTERGY	ST LINE RD HAMILTON	\$63.13
5951-2FY14	0	211628	966	ENTERGY	STATELINE RD AIRWAYS	\$25.88
2012-2FY14	0	211656	966	ENTERGY	STATELINE RD I-55	\$150.37
6616-2FY14	0	211625	966	ENTERGY	STATELINE RD MRKT DR	\$75.12
6408-2FY14	112839	211247	966	ENTERGY	3025 CARNIVAL LANE	\$6.58
8438-2FY14	112839	211260	966	ENTERGY	5240 GETWELL RD WATERTOWER	\$6.58
0194-2FY14	112839	211244	966	ENTERGY	6305 SNOWDEN LN	\$6.58
2006-2FY14	112839	211251	966	ENTERGY	7505 STONEGATE BLVD	\$6.58
9473-2FY14	112839	211273	966	ENTERGY	7525 TCHULAHOMA	\$6.58
9549-2FY14	112839	211272	966	ENTERGY	7535 TCHULAHOMA	\$6.58
9366-2FY14	112839	211274	966	ENTERGY	7625 TCHULAHOMA	\$6.58
9614-2FY14	112839	211271	966	ENTERGY	7645 TCHULAHOMA	\$6.58
9648-2FY14	112839	211270	966	ENTERGY	7665 TCHULAHOMA	\$6.58
5456-2FY14	112839	211266	966	ENTERGY	SOUTHAVEN ELEM SCHOOL	\$4.05
2907-2FY4	112840	211277	966	ENTERGY	1334 GOODMAN RD	\$16.02

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4865-2FY14	112840	211256	966	ENTERGY	3566 NAIL RD	\$10.44
0180-2FY14	112840	211318	966	ENTERGY	5813 PEPPERCHASE DR	\$10.44
2452-2FY14	112840	211257	966	ENTERGY	6205 GETWELL RD	\$8.16
9355-2FY14	112840	211242	966	ENTERGY	6277A SNOWDEN LN	\$6.82
5665-2FY14	112840	211304	966	ENTERGY	6845 MCCAIN DR	\$10.48
9259-2FY14	112840	211264	966	ENTERGY	7705 TCHULAHOMA RD	\$7.40
9663-2fy14	112840	211269	966	ENTERGY	7735 TCHULAHOMA	\$10.44
1461-2FY14	112840	211308	966	ENTERGY	HUNTERS GLEN ST	\$14.87
7658-2FY14	112840	211302	966	ENTERGY	WOODLAND TRACE SOUTH	\$12.37
7221-2FY14	112841	211279	966	ENTERGY	2009 STAR LANDING RD E TOR SIREN	\$18.05
3132-2FY14	112841	211316	966	ENTERGY	2768 BLACK ROCK RD	\$18.54
7783-2FY14	112841	211287	966	ENTERGY	4005 COLLEGE RD	\$20.70
0206-2FY14	112841	211292	966	ENTERGY	4154 DAVIS RD ST CLAIR LIFT STATION SEWER LIFT	\$16.17
8005-2FY14	112841	211299	966	ENTERGY	4830 AIRWAYS BLVD	\$19.30
2941-2FY14	112841	211323	966	ENTERGY	5140 TCHULAHOMA RD	\$17.08
9269-2FY14	112841	211298	966	ENTERGY	7111 TCHULAHOMA RD CD SIREN	\$18.24
6398-2FY14	112841	211317	966	ENTERGY	750 BROOKSIDE RD	\$20.00
7528-2FY14	112841	211252	966	ENTERGY	STATELINE & GETWELL	\$19.51
4749-2FY14	112841	211328	966	ENTERGY	SWEET FLAG LOOP	\$18.24
1309-2FY14	112842	211284	966	ENTERGY	1005 CHURCH W RD	\$23.85
7232-2FY14	112842	211241	966	ENTERGY	6006 GETWELL RD	\$23.01
3570-2FY14	112842	211313	966	ENTERGY	6052 ELMORE CD SIREN	\$23.57

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4743-2FY14	112842	211315	966	ENTERGY	6200 GETWELL CD SIREN	\$23.49
8867-2FY14	112842	211285	966	ENTERGY	6345 AIRWAYS BLVD	\$24.54
8941-2FY14	112842	211286	966	ENTERGY	6610 AIRWAYS BLVD	\$22.80
2954-2FY14	112842	211290	966	ENTERGY	6875 AIRWAYS BLVD	\$21.15
0470-2FY14	112842	211283	966	ENTERGY	85 CHURCH RD E	\$25.12
4535-2FY14	112842	211282	966	ENTERGY	992 CHURCH RD E	\$20.80
1660-2FY14	112842	211281	966	ENTERGY	CHANCEY COVE LOT 4	\$22.04
4174-2FY14	112843	211312	966	ENTERGY	303 LONG ST	\$31.44
3329-2FY14	112843	211268	966	ENTERGY	3278 MAY BLVD	\$26.96
3152-2FY14	112843	211301	966	ENTERGY	483 CHURCH RD	\$28.97
7216-2FY14	112843	211327	966	ENTERGY	5577 GETWELL RD	\$30.27
1735-2FY14	112843	211300	966	ENTERGY	5795 PEPPERCHASE DR	\$42.67
5247-2FY14	112843	211259	966	ENTERGY	6208 SNOWDEN LN	\$43.90
0885-2FY14	112843	211309	966	ENTERGY	AIRWAYS AND RASCO	\$35.45
4624-2FY14	112843	211305	966	ENTERGY	CHERRY VALLEY PK FLOOD LIGHTS	\$36.31
3968-2FY14	112843	211325	966	ENTERGY	CHURCH RD @ GETWELL RD	\$40.80
2526-2FY14	112843	211263	966	ENTERGY	GROVE MEADOWS LIFT STATION	\$46.10
1182-2FY14	112844	211291	966	ENTERGY	1903 STARLANDING RD LAKES OF NICHOLAS	\$54.02
9953-2FY14	112844	211278	966	ENTERGY	2543 GEM ST	\$46.57
1415-2FY14	112844	211253	966	ENTERGY	3480 SUNSET LOOP	\$58.47
2335-2FY14	112844	211303	966	ENTERGY	8182 GETWELL RD NORTH LIFT STATION	\$67.10
6884-2FY14	112844	211320	966	ENTERGY	CHAPARRAL LN PARK	\$59.14

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3240-2FY14	112844	211326	966	ENTERGY	CHURCH RD @ I-55	\$61.61
5704-2FY14	112844	211295	966	ENTERGY	MS 302 & TCHULAHOMA RD	\$71.67
2004-2FY14	112844	211238	966	ENTERGY	MS 302 @ GETWELL	\$71.67
7354-2FY14	112844	211275	966	ENTERGY	SWINNEA RD & HWY 302	\$78.31
3359-2FY14	112844	211306	966	ENTERGY	WHITWORTH AND ST LINE RD	\$76.23
0884-2FY14	112845	211239	966	ENTERGY	2017 STAR LANDING RD E WTR TWR	\$82.54
7034-2FY14	112845	211280	966	ENTERGY	249 GOODMAN RD W	\$78.66
4311-2FY14	112845	211258	966	ENTERGY	6208A SNOWDEN LN	\$143.56
5255-2FY14	112845	211243	966	ENTERGY	6277B SNOWDEN LN	\$117.36
9183-2FY14	112845	211289	966	ENTERGY	6715 HOSPITALITY RD	\$115.11
6702-2FY14	112845	211321	966	ENTERGY	6854 TCHULAHOMA RD	\$133.32
0785-2FY14	112845	211254	966	ENTERGY	8157A PARK PIKE	\$81.08
8617-2FY14	112845	211319	966	ENTERGY	SNOWDEN PARK	\$125.84
5019-2FY14	112845	211322	966	ENTERGY	T L MILLBRANCH ST LINE	\$89.31
8714-2FY14	112845	211310	966	ENTERGY	TURMAN DR	\$111.56
2212-2FY14	112846	211240	966	ENTERGY	3278 MAY BLVD	\$259.04
7831-2FY14	112846	211261	966	ENTERGY	3401 WOODLAND TRACE NORTH	\$169.29
2766-2FY14	112846	211296	966	ENTERGY	6070 SNOWDEN	\$312.71
7304-2FY14	112846	211250	966	ENTERGY	6205 SNOWDEN LN	\$384.67
2873-2FY14	112846	211248	966	ENTERGY	6275 SNOWDEN LN	\$242.35
6101-2FY14	112846	211311	966	ENTERGY	E/S FLORA LEE DR. LIFT PUMP	\$206.89
4020B-2FY14	112846	211267	966	ENTERGY	GETWELL & MAY RD	\$423.63

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2476-2FY14	112846	211262	966	ENTERGY	LEGENDS LAGOON	\$276.49
4967-2FY14	112846	211324	966	ENTERGY	ST LTS CITY MAINT.	\$370.82
5670-2FY14	112846	211314	966	ENTERGY	SWEETWATER ST	\$467.80
7084-2FY14	112847	211293	966	ENTERGY	170 COLLEGE RD	\$3,446.22
9076-2FY14	112847	211297	966	ENTERGY	3088 NAIL RD	\$1,039.62
8587-2FY14	112847	211265	966	ENTERGY	3335 PINE TAR ALY	\$3,167.97
4642-2FY14	112847	211249	966	ENTERGY	3376 NAIL RD	\$1,069.96
5948-2FY14	112847	211294	966	ENTERGY	4446 AIRWAYS BLVD	\$1,374.45
3121-2FY14	112847	211288	966	ENTERGY	5813 PEPPERCHASE DR	\$1,401.30
4952-2FY14	112847	211307	966	ENTERGY	6050 ELMORE RD	\$869.36
1074-2FY14	112847	211255	966	ENTERGY	6450 GETWELL RD	\$905.15
4020-2FY14	112847	211237	966	ENTERGY	GETWELL & MAY RD	\$894.52
4049-2FY14	112847	211246	966	ENTERGY	SNOWDEN BALLFIELD RD	\$1,321.81
3459-2FY14	112848	211276	966	ENTERGY	5850 GETWELL RD	\$3,837.29
6199-2FY14	112848	211245	966	ENTERGY	STREET LIGHTS	\$55,620.00
9508-2FY14	113155	211413	966	ENTERGY	8989 STANTON RD	\$7.52
6523-2FY14	113156	211411	966	ENTERGY	1200 BROOKHAVEN DR	\$6.58
2782-2FY14	113156	211444	966	ENTERGY	1433 STATELINE RD E	\$9.95
0321-2FY14	113156	211372	966	ENTERGY	367 RASCO RD W	\$6.58
1200-2FY14	113156	211364	966	ENTERGY	8185 GETWELL RD	\$6.58
7185-2FY14	113156	211416	966	ENTERGY	8191 TULANE RANGE	\$7.40
8503-2FY14	113156	211446	966	ENTERGY	8440 GREENBROOK PKWY	\$6.58

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2922-2FY14	113156	211470	966	ENERGY	8779 WHITWORTH ST	\$6.58
2910-2FY14	113156	211419	966	ENERGY	8925 SWINNEA RD	\$6.58
3351-2FY14	113156	211423	966	ENERGY	8925 SWINNEA RD	\$7.17
4756-02FY14	113156	211481	966	ENERGY	SOUTH CIR NORTHFIELD	\$6.98
7166-2FY14	113157	211400	966	ENERGY	1281 BROOKHAVEN DR	\$11.26
5897-2FY14	113157	211436	966	ENERGY	295 STATELINE RD E	\$15.81
4495-2FY14	113157	211460	966	ENERGY	3005 STANTON RD S	\$14.15
1180-2FY14	113157	211426	966	ENERGY	7696 AIRWAYS BLVD	\$12.96
1937-2FY14	113157	211430	966	ENERGY	8440 GREENBROOK PKWY	\$11.01
3295-2FY14	113157	211365	966	ENERGY	8507 INVERNESS DR	\$23.19
6416-2FY14	113157	211373	966	ENERGY	8720 NORTHWEST DR	\$20.21
4445-2FY14	113157	211412	966	ENERGY	8777 WHITWORTH ST	\$13.00
7497-2FY14	113157	211433	966	ENERGY	9561 RASCO RD	\$20.70
6056-2FY14	113157	211374	966	ENERGY	HAMILTON	\$22.66
3825-2FY14	113158	211363	966	ENERGY	6145 AIRWAYS BLVD	\$41.33
5635-2FY14	113158	211455	966	ENERGY	7360 US HIGHWAY 51N	\$24.27
5784-2FY14	113158	211471	966	ENERGY	7532 SOUTHCREST PKWY	\$48.44
5074-2FY14	113158	211376	966	ENERGY	805 RASCO RD	\$43.77
4040-2FY14	113158	211474	966	ENERGY	8683 AIRWAYS BLVD	\$26.87
6114-2FY14	113158	211406	966	ENERGY	984 STATELINE RD W	\$25.47
4584-2FY14	113158	211375	966	ENERGY	HAMILTON & STATE LINE RD	\$30.94
9003-2FY14	113158	211392	966	ENERGY	HIGHWAY 51 & DORCHESTER	\$35.77

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4634-2FY14	113158	211464	966	ENTERGY	NORTHWEST DR & STATELINE RD	\$25.83
5326-2FY14	113158	211462	966	ENTERGY	STATE LINE RD & I-55 INTERSECTION	\$48.20
0359-2FY14	113159	211457	966	ENTERGY	2101 COLONIAL HILLS DR	\$62.15
6410-2FY14	113159	211366	966	ENTERGY	2560 STARLANDING RD	\$65.70
5719-2FY14	113159	211472	966	ENTERGY	7655 AIRWAYS BLVD	\$61.49
1573-2FY14	113159	211484	966	ENTERGY	8710 NORTHWEST DR	\$65.45
4293-2FY14	113159	211456	966	ENTERGY	HIGHWAY 51 & CUSTER	\$75.12
5787-2FY14	113159	211480	966	ENTERGY	HUDGINS RD	\$54.88
1998-2FY13	113159	211467	966	ENTERGY	MISS VALLEY BLVD	\$63.13
2038-2FY14	113159	211377	966	ENTERGY	RASCO RD HWY 51	\$60.44
6418-2FY14	113159	211439	966	ENTERGY	STATELINE & NORTHWEST	\$75.12
1972-2FY14	113159	211378	966	ENTERGY	STATELINE RD I-55	\$58.72
6929-2FY14	113160	211403	966	ENTERGY	1978 STATE LINE RD	\$146.70
2230-2FY14	113160	211482	966	ENTERGY	453 AIRPORT INDUSTRIAL DR	\$114.66
8419-2FY14	113160	211394	966	ENTERGY	7505 CHERRY VALLEY BLVD	\$119.89
2346-2FY14	113160	211473	966	ENTERGY	8355 AIRWAYS BLVD	\$94.37
0586-2FY14	113160	211369	966	ENTERGY	8889 NORTHWEST DR	\$83.17
9706-2FY14	113160	211427	966	ENTERGY	8900 GREENBROOK PKWY	\$100.45
1956-2FY14	113160	211381	966	ENTERGY	BROOKHAVEN HWY 51	\$78.31
1980-2FY14	113160	211385	966	ENTERGY	HIGHWAY 51 GOODMAN RD	\$143.83
1964-2FY14	113160	211379	966	ENTERGY	ST LINE HWY 51	\$76.23
5233-2FY14	113160	211414	966	ENTERGY	TOWN & COUNTRY DR	\$84.71

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7588-2FY14	113161	211453	966	ENTERGY	365 RASCO RD W SOCCER FIELD	\$201.67
1667-2FY14	113161	211425	966	ENTERGY	7980 SWINNEA RD	\$847.80
3999-2FY14	113161	211383	966	ENTERGY	8191 TULANE RD	\$158.64
8989-2FY14	113161	211441	966	ENTERGY	8400 GREENBROOK PKWY	\$199.49
8049-2FY14	113161	211485	966	ENTERGY	8770 NORTHWEST DR	\$202.82
4111-2FY14	113161	211477	966	ENTERGY	8889 NORTHWEST DR	\$985.47
2441-2FY14	113161	211420	966	ENTERGY	8925 SWINNEA RD	\$285.37
5484-2FY14	113161	211448	966	ENTERGY	8935 COMMERCE DR	\$419.11
4691-2FY14	113161	211466	966	ENTERGY	8945 TULANE RD	\$233.89
287251541113	113161	211386	966	ENTERGY	IT CELL PHONES	\$324.17
9596-2FY14	113162	211408	966	ENTERGY	1940 STATELINE RD W	\$1,044.53
0284-2FY14	113162	211384	966	ENTERGY	2101 COLONIAL HILLS DR	\$1,647.46
2007-2FY14	113162	211397	966	ENTERGY	385 STATELINE -#41-0848 RD W	\$5,725.34
1535-2FY14	113162	211468	966	ENTERGY	7360 US HIGHWAY 51 N	\$2,869.04
9250-2FY14	113162	211390	966	ENTERGY	7505 CHERRY VALLEY BLVD	\$1,331.14
0588-2FY14	113162	211450	966	ENTERGY	7525 GREENBROOK PKWY	\$7,747.66
1178-2FY14	113162	211367	966	ENTERGY	8554 NORTHWEST DR	\$4,424.19
3837-2FY14	113162	211368	966	ENTERGY	8691 NORTHWEST DR	\$2,732.91
1992-2FY14	113162	211483	966	ENTERGY	8700 NORTHWEST DR	\$4,133.30
3136-2FY14	113162	211382	966	ENTERGY	8779 WHITWORTH ST	\$5,889.73
SF-105	0	211526	3992	EXPRESS WINDOW TINTI	REMOVE WINDOW TINT FROM CROWN VIC	\$90.00
303160206SHF1	0	211699	18460	FAMILY LIFE INSURANC	EMS BILLING REFUND	\$145.56

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2-456-22265	0	211564	1137	FEDEX	SHIPPING - SPD	\$44.15
25194	43214	211354	1387	FIRST NATIONAL BANK	G/O BONDS DATED 12-1-05	\$260,879.38
81598148	0	211567	599	FRANKLIN COVEY CO	CHIEF / DC REFILLS	\$71.84
NP39639140	0	211615	6919	FUELMAN	FUEL - SPD	\$7,228.90
NP39685725	0	211839	6919	FUELMAN	FUEL - SPD	\$7,366.47
NP39639164	0	211463	6919	FUELMAN	FUEL CARDS - SFD	\$33.83
NP39685749	0	211537	6919	FUELMAN	FUEL CARDS - SFD	\$129.81
BC0036644	0	211572	177	GALL'S INC	D EVANS 2014 ALLOT	\$91.69
BC0035717	0	211573	177	GALL'S INC	GLOVES (SANTA)	\$47.65
3022884181	0	211388	9669	GIBSON PROPANE	PROPANE - TENNIS CTR	\$261.33
112213	0	211834	15398	GIFFORD BLAKE	PER DIEM - KANSAS CITY, MO	\$306.00
902002961	0	211610	19912	GOODYEAR TIRE	TIRES (SHOP)	\$1,812.16
102413	0	211395	10525	GORDON LUCIA	YOGA INSTRUCTOR	\$260.00
0168707-FY14	0	211443	15973	GOVERNMENT FINANCE	RENEWAL - C WILSON / T COX	\$305.00
117398327	0	211389	216	GRASSLAND IRRIGATION	WINTERIZATION - ARENA	\$90.00
117398343	0	211547	216	GRASSLAND IRRIGATION	WINTERIZATION @ GOLF COURSE	\$528.00
117398342	0	211548	216	GRASSLAND IRRIGATION	WINTERIZATION @ SOFTBALL COMPLEX	\$682.50
969518062	0	211796	5072	GRAYBAR ELECTRIC	ELECTRIC TIMER RELAY @ GETWELL PLANT	\$696.17
62	0	211840	10622	GREEN KING SPRAY SER	DEC 2013 LAWN MAINTENANCE	\$24,500.00
111513	0	211475	20465	GRIFFIN RAVONDA L	SPECIAL PROSECUTOR 11/13 & 11/15	\$400.00
112213	0	211424	20465	GRIFFIN RAVONDA L	SPECIAL PROSECUTOR 11/20 & 11/22	\$400.00
307011119SHF1	0	211700	20740	HAAS JAMES	EMS BILLING REFUND	\$40.91

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25201	43215	211763	13790	HANCOCK BANK	SOUTHCT1208 PAYMENT	\$744,336.00
400339721	0	211751	1899	HEARTLAND PUMP RENTA	HOSE SHANK / PUMCH CLAMP	\$32.96
112513	0	211618	1230	HEATH, SHEILA	IIMC REGION IV MTG - MIDWEST CITY, OK	\$536.75
9207575-03	0	211728	16050	HENRY SCHEIN INC	MEDICAL SUPPLIES	\$27.00
9207575-02	0	211727	16050	HENRY SCHEIN INC	MEDICAL SUPPLIES	\$50.00
73998	0	211809	13793	HERNANDO REDI MIX	CONCRETE FOR HYDRANT THRUST BLOCK	\$140.00
528	0	211581	14106	HERO GEAR	B HODGE 2014 ALLOT	\$381.00
529	0	211583	14106	HERO GEAR	J FOX 2014 ALLOT	\$352.00
526	0	211582	14106	HERO GEAR	R CHANDLER 2014 ALLOT	\$316.00
527	0	211584	14106	HERO GEAR	S HODGES 2014 ALLOT	\$440.00
530	0	211585	14106	HERO GEAR	W CUNNINGHAM 2014 ALLOT	\$430.00
220981532	0	211719	12713	HILL'S PET NUTRITION	FEED	\$139.53
220953054	0	211718	12713	HILL'S PET NUTRITION	FEED	\$152.34
26165	0	211739	15264	HOLIDAY INN TRUSTMAR	LODGING - D KELLEY (CLERKS COURSES)	\$297.00
62760	0	211624	16199	HOLLAND INSURANCE	13/14 PUBLIC OFFICIALS BONDS	\$11,725.00
112213	0	211422	10297	HOLLAND JAMES	SPECIAL PROSECUTOR 11/22/13	\$200.00
313276	0	211458	189	HOMER SKELTON FORD	U3 O/C	\$212.97
112013	0	211637	2848	HORN LAKE CREEK BASI	EXTENSION OF INTERCEPTOR SEWER	\$10,104.38
112013B	0	211635	2848	HORN LAKE CREEK BASI	SEWER SERVICES	\$84,973.07
111813	0	211644	1077	IAAI INTERNATIONAL O	APP FEE FOR J GENTRY FIT EXAM	\$85.00
2971830	0	211557	3908	ICC EXAMINATION SERV	2 YR MEMBERSHIP - S ELLIOTT	\$213.00
127922	0	211733	1146	IDEAL CHEMICAL	(PER BID) CHLORINE FOR COLLEGE RD WTP	\$592.00

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127921	0	211734	1146	IDEAL CHEMICAL	(PER BID) CHLORINE FOR COLLEGE RD WTP	\$811.00
127925	0	211736	1146	IDEAL CHEMICAL	(PER BID) CHLORINE FOR WHITWORTH WTP	\$592.00
127924	0	211737	1146	IDEAL CHEMICAL	FLOURIDE FOR WHITWORTH WTP	\$211.75
127923	0	211735	1146	IDEAL CHEMICAL	FLOURIDE/LIME GREENBROOK WTP	\$811.00
111413	0	211432	20937	J.C. PENNEY	RESTITUTION - T SIMMONS	\$407.44
145	0	211415	7622	JBK SPORTS PRODUCTIO	NOV 2013 CONTRACT LABOR	\$8,881.25
519263	0	211687	16135	JERRY'S MOBILE	SERVICE FOR SHOP	\$795.00
112213	113163	211355	20341	KELLY KRISTIAN	NLC SEATTLE WA CONFERENCE	\$138.06
306111558SHF1	0	211691	20941	KERSEY BOBBIE	EMS BILLING REFUND	\$152.12
302241316SHF1	0	211692	20949	KERSEY BOBBIE J	EMS BILLING REFUND	\$81.33
112013	0	211576	5929	KIMBELL MISHA	REIMBURSE 2014 CLOTHING ALLOT	\$44.99
112613	0	211820	15545	KLINCK ZACHARY A	SOCCER REF	\$100.00
222134	0	211786	9113	LAMB CONSTRUCTION AN	ROLAND EASEMENT PROPERTY REPAIR	\$49,400.00
233331	0	211578	6706	LANDERS DODGE	3098 (WHEEL) TIRE	\$207.00
3263102	0	211594	2564	LANGUAGE LINE SERVIC	INTERPRETER BY PHONE - SPD	\$14.53
22608	0	211756	759	LEHMAN ROBERTS CO	PATCHING	\$162.40
22631	0	211755	759	LEHMAN ROBERTS CO	PATCHING	\$215.60
22657	0	211752	759	LEHMAN ROBERTS CO	PATCHING	\$278.88
22588	0	211757	759	LEHMAN ROBERTS CO	PATCHING	\$501.20
195231	0	211829	3626	LIBERTEL ASSOCIATES	ADAPTER / PLT 2	\$426.17
CM196974	0	211830	3626	LIBERTEL ASSOCIATES	CREDIT - REV INV# 195231	-\$97.95
31462636	0	211499	11401	LIGHT BULB DEPOT, LL	2013 SOUTHERN LIGHTS	\$210.00

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31462635	0	211498	11401	LIGHT BULB DEPOT, LL	2013 SOUTHERN LIGHTS	\$1,527.00
31470669	0	211550	11401	LIGHT BULB DEPOT, LL	SOUTHERN LIGHTS 2013	\$495.00
31470668	0	211549	11401	LIGHT BULB DEPOT, LL	SOUTHERN LIGHTS 2013	\$1,485.00
111913	0	211835	8981	LOGAN JEFF	REIMBURSE 2014 CLOTHING ALLOT	\$290.41
72188	0	211678	15888	MAC'S A/C & REFRIGER	HVAC SERVICES	\$259.75
72189	0	211679	15888	MAC'S A/C & REFRIGER	HVAC SERVICES	\$574.71
72187	0	211677	15888	MAC'S A/C & REFRIGER	PREV. MAINT. CONTRACT	\$2,050.00
112113	0	211544	14438	MALONE TERRY	REPAIRS @ INDOOR SOCCER	\$120.00
742	0	211516	1320	MARTIN MACHINE WORKS	HOLESAW BITS FOR TAPPING MACHINE	\$111.00
112113	0	211546	13370	MARY J. CAIN	LINE DANCE INSTRUCTOR	\$60.00
111413	0	211509	13370	MARY J. CAIN	LINE DANCE INSTRUCTOR	\$120.00
13559	0	211672	232	MATHESON & ASSOC LLC	ALARM SERVICES AT COURT	\$985.00
13567	0	211673	232	MATHESON & ASSOC LLC	ALARM SERVICES AT GREENBROOK PLANT	\$95.00
13558	0	211671	232	MATHESON & ASSOC LLC	ALARM SERVICES AT LIBRARY	\$635.00
13566	0	211674	232	MATHESON & ASSOC LLC	ALARM SERVICES AT SPAC	\$750.00
13038618	0	211469	882	MATHIS TIRE & AUTO	CROWN VIC WIPERS / INSPECTION	\$54.90
112013	0	211398	16884	MCARTHUR MARGARET	ART INSTRUCTOR	\$105.00
091813	0	211493	16884	MCARTHUR MARGARET	ART INSTRUCTOR	\$105.00
110613	0	211508	16884	MCARTHUR MARGARET	ART INSTRUCTOR	\$105.00
111313	0	211510	16884	MCARTHUR MARGARET	ART INSTRUCTOR	\$105.00
112613	0	211822	20746	MCCALEB JASON	SOCCER REF	\$75.00
110713	0	211527	2764	MCCLAIN JAMES	REIMBURSE MEALS @ ACADEMY	\$62.88

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112613	0	211823	20747	MCCLENDON LARRY	SOCCER REF	\$75.00
969749	0	211503	209	MCDONALD DASH	(2) MASTER PADLOCKS	\$36.74
112513	0	211725	13549	MCELHANNON, KRISTEN	MILEAGE REIMBURSEMENT	\$149.16
NOV2013	0	211538	16393	MEARS HAROLD	CELL PHONE REIMBURSEMENT	\$25.00
112613	0	211824	15810	MEARS MICHAEL	SOCCER REF	\$75.00
171344	0	211451	8159	MEMPHIS READY MIX	8466 LINDA SHORE DR	\$192.00
171303	0	211449	8159	MEMPHIS READY MIX	8466 LINDA SHORE DRIVE N	\$192.00
171475	0	211606	8159	MEMPHIS READY MIX	CLARINGTON/SWINNEA	\$148.00
112313	0	211740	13935	MERRIWEATHER KEYTHRI	UMPIRE	\$150.00
195233	0	211519	354	METER SERVICE AND SU	ATC FITNESS WATER TAPS	\$1,867.00
195381	0	211791	354	METER SERVICE AND SU	COPPER TUBING (STOCK)	\$2,225.00
195231	0	211520	354	METER SERVICE AND SU	DVW CAPS	\$53.60
195229	0	211522	354	METER SERVICE AND SU	FIRE HYDRANT REPAIR PARTS	\$470.00
195306	0	211792	354	METER SERVICE AND SU	FIRE HYDRANT REPLACEMENT - SUMMERWOOD	\$1,495.00
195302	0	211793	354	METER SERVICE AND SU	FLANGE PACKS (STOCK)	\$92.00
195286	0	211808	354	METER SERVICE AND SU	FULL CIRCLE REPAIR CLAMP	\$125.00
195285	0	211790	354	METER SERVICE AND SU	METER COUPLINGS (STOCK)	\$1,477.50
195232	0	211518	354	METER SERVICE AND SU	REPAIR CLAMP - CASTLE RIDGE	\$150.29
195230	0	211521	354	METER SERVICE AND SU	SEWER CAPS	\$157.10
459228	0	211421	6685	MID SOUTH DIGITAL	#A3190 WATER DEPT	\$10.55
459231	0	211680	6685	MID SOUTH DIGITAL	OFFICE SUPPLIES	\$11.94
506270	0	211597	584	MID SOUTH UNIFORM &	M NORWOOD 2014 ALLOT	\$66.00

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121491	0	211794	7811	MID-AMERICA APPLIANC	CAPACITOR TESTING FOR LS MAINTENANCE	\$109.99
24192	0	211665	19694	MID-SOUTH TELECOM	PHONE SERVICES	\$65.00
A50150	0	211523	5073	MOMAR	DISINFECTANT	\$182.63
97968074I	0	211759	335	MOORE MEDICAL CORP	MEDICAL SUPPLIES	\$3.36
97957739I	0	211760	335	MOORE MEDICAL CORP	MEDICAL SUPPLIES	\$13.44
97956361I	0	211761	335	MOORE MEDICAL CORP	MEDICAL SUPPLIES	\$4,766.83
111513	112849	211352	848	MS DEVELOPMENT AUTHO	GMS: 50618	\$6,598.70
111513B	112849	211353	848	MS DEVELOPMENT AUTHO	GMS: 50632	\$4,892.84
11-15-13	0	211505	422	MS RECREATION & PARK	MRPA AGENCY RENEWAL	\$225.00
21413	0	211535	958	MS STATE FIRE ACADEM	CALARCO/MCCLAIN FIREGROUND LEADERSHIP CLASSES	\$670.00
052549	0	211404	1150	NAPA GENUINE PARTS C	BATTERY FOR MOWER	\$98.71
594274	0	211810	1150	NAPA GENUINE PARTS C	TRUCK 837/839 WIPER BLADES	\$41.56
1014362	0	211783	1160	NEEL-SCHAFFER INC	AIRWAYS/STARLANDING LAND ACQUISITION	\$2,887.84
1014356	0	211781	1160	NEEL-SCHAFFER INC	HURRICAN CREEK GRAVITY SEWER	\$16,299.73
1014363	0	211784	1160	NEEL-SCHAFFER INC	LESTER RD LAND ACQUISITION	\$643.83
1014359	0	211785	1160	NEEL-SCHAFFER INC	PLANNING/LOAN APP - HURRICAN CREEK	\$175.50
1014350	0	211812	1160	NEEL-SCHAFFER INC	STRM WTR INSPECTIONS	\$2,644.65
1014348	0	211782	1160	NEEL-SCHAFFER INC	UTILITY RPR - OCT 2013	\$796.82
112013	0	211555	20930	NEYMAN JODY	SPECIAL JUDGE 11/20/13	\$400.00
60051	0	211642	691	NORTH MISSISSIPPI TI	U1 TIRE	\$110.34
582358	0	211496	1099	NORTH MS PEST CONTRO	NOV 2013 PERFORMING ARTS CTR	\$324.00
583298	0	211721	1099	NORTH MS PEST CONTRO	NOV 2013 SPRAYING	\$940.00

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579883	0	211495	1099	NORTH MS PEST CONTRO	OCT 2013 PERFORMING ARTS CTR	\$324.00
575704	0	211663	1099	NORTH MS PEST CONTRO	PEST CONTROL - 385 STATELINE RD	\$480.00
577502	0	211494	1099	NORTH MS PEST CONTRO	SEPT 2013 PERFORMING ARTS CTR	\$216.00
39779	0	211676	5407	NORTH MS. TWO-WAY CO	VEHICLE REPAIR	\$156.83
1257-128993	0	211574	7304	O'REILLYS AUTO PARTS	3068 DRAIN PLUG	\$4.79
1257-130501	0	211803	7304	O'REILLYS AUTO PARTS	AIR FILTERS - TRINITY LAKES WWTP AERATOR	\$42.04
1257-130246	0	211542	7304	O'REILLYS AUTO PARTS	FOG LIGHTS	\$13.29
1257-130382	0	211575	7304	O'REILLYS AUTO PARTS	HD#4183 - BATTERY	\$129.59
1257-130381	0	211561	7304	O'REILLYS AUTO PARTS	JUMPER CABLES	\$21.99
1257-129712	0	211686	7304	O'REILLYS AUTO PARTS	MATERIALS FOR SHOP	\$62.39
1257-129914	0	211685	7304	O'REILLYS AUTO PARTS	MATERIALS FOR SHOP	\$105.04
1257-130688	0	211617	7304	O'REILLYS AUTO PARTS	TRUCK 400 WIPER BLADES	\$31.60
1791-284962	0	211724	7304	O'REILLYS AUTO PARTS	WIPER BLADES FOR DODGE	\$12.90
1629643743	0	211461	7600	OFFICE DEPOT	297 CHAIR / FILE BOXES	\$194.99
681602812001	0	211612	7600	OFFICE DEPOT	DESK CALENDARS - SPD	\$57.60
1628010995	0	211621	7600	OFFICE DEPOT	INK - J AZZONE	\$30.99
682079577001	0	211539	7600	OFFICE DEPOT	INK - PLANNING DEPT	\$139.31
1629052378	0	211479	7600	OFFICE DEPOT	IT DEPT / SFD MEMORY	\$197.95
681602811001	0	211613	7600	OFFICE DEPOT	JUMP DRIVE - SPD	\$12.95
682083951001	0	211540	7600	OFFICE DEPOT	LETTERHEAND - PLANNING DEPT	\$15.98
682084181001	0	211525	7600	OFFICE DEPOT	OFFICE SUPPLIES	\$35.31
683465040001	0	211726	7600	OFFICE DEPOT	OFFICE SUPPLIES - COURT	\$52.50

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681602485001	0	211614	7600	OFFICE DEPOT	OFFICE SUPPLIES - SPD	\$64.58
683395030001	0	211627	7600	OFFICE DEPOT	TONER - A MULLEN	\$103.99
1629926159	0	211486	7600	OFFICE DEPOT	VETERANS DAY 2013 SUPPLIES	\$29.98
683393947001	0	211632	7600	OFFICE DEPOT	WATER DEPT OFFICE CHAIRS	\$472.50
16350	0	211530	7957	OLIVE BRANCH PRINTIN	SHIFT CALENDARS - SFD	\$89.90
11-18-13	0	211648	14092	OMCTFOA	REGISTRATION FOR IIMC-IV BUSINESS MTG	\$100.00
112013	0	211553	17731	OWENS ELIZABETH	SPECIAL PROSECUTOR 11/20/13	\$400.00
55066771	0	211836	7504	PAETEC	PHONE SERVICE - SPD	\$520.27
55055850	0	211690	7504	PAETEC	PHONE SERVICES - CITY HALL	\$702.70
55068524	0	211633	7504	PAETEC	PHONE SERVICES - COURT	\$639.23
9855	0	211402	983	PARAMOUNT UNIFORMS R	INSULATED OVERALLS / COATS	\$1,085.88
0195294	0	211711	983	PARAMOUNT UNIFORMS R	MATS @ ANIMAL SHELTER	\$5.00
0196596	0	211712	983	PARAMOUNT UNIFORMS R	MATS @ ANIMAL SHELTER	\$5.00
0195953	0	211399	983	PARAMOUNT UNIFORMS R	MATS @ ARENA	\$38.00
0195943	0	211401	983	PARAMOUNT UNIFORMS R	MATS @ PERFORMING ARTS CTR	\$45.00
0195296	0	211682	983	PARAMOUNT UNIFORMS R	UNIFORMS	\$27.78
0195297	0	211681	983	PARAMOUNT UNIFORMS R	UNIFORMS	\$100.15
0195681	0	211556	983	PARAMOUNT UNIFORMS R	UNIFORMS - BLDG DEPT	\$6.53
0196969	0	211730	983	PARAMOUNT UNIFORMS R	UNIFORMS - BLDG DEPT	\$6.53
0194338	0	211504	983	PARAMOUNT UNIFORMS R	UNIFORMS - GOLF	\$37.36
0195942	0	211405	983	PARAMOUNT UNIFORMS R	UNIFORMS - PARKS	\$337.71
0194636	0	211492	983	PARAMOUNT UNIFORMS R	UNIFORMS - PARKS DEPT	\$328.71

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0195295	0	211562	983	PARAMOUNT UNIFORMS R	UNIFORMS - UTILITY DEPT	\$115.54
0196597	0	211805	983	PARAMOUNT UNIFORMS R	UNIFORMS - UTILITY DEPT	\$128.19
1089	0	211847	18943	PATSY CLEEN COMMERC	CLEANING CITY HALL / COURT	\$2,249.00
07463	0	211410	615	PAYNES LOCKSMITH SER	KEY TO PARKS BLDG	\$55.00
07460	0	211579	615	PAYNES LOCKSMITH SER	KNOBSET GYM BATHOOM	\$119.90
07462	0	211689	615	PAYNES LOCKSMITH SER	LOCK SERVICES	\$180.00
07456	0	211491	615	PAYNES LOCKSMITH SER	REPAIRS @ ARENA	\$80.00
25202	43216	211769	1149	PEOPLES BANK, THE	SOUTHAVEN G/O BONDS 2004 ACCT #3116	\$212,775.00
25203	43217	211770	1149	PEOPLES BANK, THE	SOUTHAVEN G/O WS BONDS 2012 ACCT #3233	\$235,928.13
25210	43218	211771	1149	PEOPLES BANK, THE	SOUTHAVEN G/O REF BONDS 2012A ACCT #3234	\$64,884.38
112613	0	211821	18255	PHILLIPS ERIC	SOCCER REF	\$50.00
PCK-1312	0	211646	9603	PLAYWORLD SYSTEMS	CHERRY VALLEY PLAYGROUND SAFETY INSPECTION	\$875.00
O70096049	0	211586	11281	PRECISION DOOR SERVI	REPLACE EAST BAY DOOR	\$1,600.93
111413	0	211440	1338	PURCHASE POWER	POSTAGE	\$2,497.52
2014-103	0	211670	233	QUARLES FIRE PROTEC	FIRE SPRINKLER SERVICES AT CITY HALL	\$1,425.00
2014.111	0	211845	233	QUARLES FIRE PROTEC	INSTALL SPRINKLER - HEARTLAND CHURCH	\$1,920.00
035920	0	211488	4697	RADIO SHACK	IT DEPT	\$177.97
667659	0	211445	19150	REGIONS EQUIPMENT FI	CONTRACT 0008037-001 - DEC 2013 PYMT	\$7,120.91
117746	0	211506	10865	RELIABLE EQUIPMENT	WEEDEATERS	\$105.72
289778	0	211502	294	SAFETY-QUIP	GOLF COURSE	\$103.00
289777	0	211500	294	SAFETY-QUIP	SOUTHERN LIGHTS	\$71.00
289779	0	211501	294	SAFETY-QUIP	TENNIS CTR	\$71.00

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304081929SHF1	0	211694	20943	SANDERS VICTORIA	EMS BILLING REFUND	\$283.66
463759	0	211588	387	SHAPIRO UNIFORMS	A HARROLD 2014 ALLOT	\$8.95
463775	0	211587	387	SHAPIRO UNIFORMS	B VICKERS 2014 ALLOT	\$119.95
463906	0	211571	387	SHAPIRO UNIFORMS	C VAUGHN 2014 ALLOT	\$159.80
463901	0	211569	387	SHAPIRO UNIFORMS	D BRITAIN 2014 ALLOT	\$113.85
463711	0	211565	387	SHAPIRO UNIFORMS	G PRUETT 2014 ALLOT	\$74.95
463908	0	211570	387	SHAPIRO UNIFORMS	G SMOROWSKI 2014 ALLOT	\$254.65
463778	0	211596	387	SHAPIRO UNIFORMS	G STACKS 2014 ALLOT	\$95.85
463895	0	211568	387	SHAPIRO UNIFORMS	J BOND 2014 ALLOT	\$409.80
463885	0	211513	387	SHAPIRO UNIFORMS	J JOHNSON BADGES	\$68.85
463884	0	211514	387	SHAPIRO UNIFORMS	J JOHNSON UNIFORM (NEW HIRE)	\$431.15
463758	0	211593	387	SHAPIRO UNIFORMS	J PARDUE 2014 ALLOT	\$32.95
463832	0	211580	387	SHAPIRO UNIFORMS	J RUSSELL 2014 ALLOT	\$365.00
463789	0	211595	387	SHAPIRO UNIFORMS	M KRAMER 2014 ALLOT	\$249.95
463705	0	211616	387	SHAPIRO UNIFORMS	T JONES 2014 ALLOT	\$112.95
307201550SHF1	0	211697	20946	SHELTER INS	EMS BILLING REFUND	\$585.00
112613	0	211831	11109	SHEPPARD, LANCE	REIMBURSE 2014 ALLOT FOR CLOTHING	\$600.00
2350-8	0	211551	1104	SHERWIN WILLIAMS SOU	PAINT - EVIDENCE ROOM	\$19.29
112013	0	211554	6991	SHUMAKE LES	SPECIAL JUDGE 11/20/13	\$400.00
89232	0	211391	611	SIGNS & STUFF	SOUTHERN LIGHTS 2013 DECALS	\$30.00
302241824SHF1	0	211701	992739	SIMMONSWR	EMS BILLING REFUND	\$81.75
112013	0	211396	17200	SMITH JOYCE W	YOGA INSTRUCTOR	\$25.00

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111313	0	211507	17200	SMITH JOYCE W	YOGA INSTRUCTOR	\$25.00
303121147SHF1	0	211696	20945	SMITH LEAH	EMS BILLING REFUND	\$80.34
112213	0	211833	16772	SNYDER KEITH	PER DIEM - KANSAS CITY, MO	\$306.00
90647955	0	211811	1161	SOUTHAVEN CHAMBER OF	AWARDS LUNCHEON 10/16/13	\$250.00
DEC2013	0	211533	1161	SOUTHAVEN CHAMBER OF	DEC 2013 MONTHLY CONTRIBUTION	\$6,250.00
91513	0	211804	1102	SOUTHAVEN SUPPLY	FIELD SERVICE MATERIALS	\$736.78
90706	0	211577	1102	SOUTHAVEN SUPPLY	TANK LEVER	\$8.76
90076	0	211713	1102	SOUTHAVEN SUPPLY	TARPS FOR ANIMAL SHELTER	\$36.97
91735	0	211717	1102	SOUTHAVEN SUPPLY	TARPS FOR ANMIAL SHELTER	\$8.78
232327	0	211620	461	SOUTHERN CO INC THE	REPAIRS @ MAY BLVD (OVERFLOW VALVE)	\$2,137.94
7108852-00	0	211524	687	SOUTHERN PIPE & SUPP	SEWER PARTS	\$28.15
64505	0	211552	11610	SOUTHERN THUNDER	G STACKS - JACKET	\$388.30
211-01917	0	211800	10235	SPORTSMAN'S WAREHOUS	PROTECTIVE GEAR - HAZARDOUS SEWAGE CONTACT	\$539.82
211-01925	0	211787	10235	SPORTSMAN'S WAREHOUS	WINTER GEAR (EMPLOYEE 816)	\$79.99
211-01916	0	211799	10235	SPORTSMAN'S WAREHOUS	WINTER GEAR FOR EMPLOYEES	\$319.95
111413	0	211431	20936	STAPLETON JAY W	CASH BOND REFUND	\$450.00
1511669	0	211590	16514	SUN TRUST BANK	CONTRACT 4434007676-002 (DEC PYMT)	\$7,098.01
1511670	0	211589	16514	SUN TRUST BANK	CONTRACT 4434007676-003 (DEC PYMT)	\$9,108.04
1997	0	211459	6917	THE SHOP	SAFETY DAY BANNER	\$100.00
24503	0	211789	313	TIM MOTE PLUMBING	BACKFLOW PREVENTER (2212 BAIRD COVE)	\$525.00
24507	0	211607	313	TIM MOTE PLUMBING	RE-LIGHT HOT WATER HEATER	\$100.00
24515	0	211543	313	TIM MOTE PLUMBING	WINTERIZATION FOR PARKS DEPT BLDGS	\$550.00

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12549669	0	211592	5832	TOWER VENTURES III L	DEC 2013 TOWER RENTAL	\$500.00
12290052	0	211438	5832	TOWER VENTURES III L	NOV 2013 TOWER RENTAL	\$500.00
3421QB	0	211640	9591	TRI FIRMA	4865 JESSICA DRIVE	\$1,449.68
3419QB	0	211639	9591	TRI FIRMA	5903 KEEBLER DRIVE	\$2,241.35
3431QB	0	211602	9591	TRI FIRMA	7252 STONEGATE DR	\$339.36
3430QB	0	211603	9591	TRI FIRMA	CLARINGTON/SWINNEA	\$1,193.73
3429QB	0	211604	9591	TRI FIRMA	GROVE MEADOWS LOT 42	\$1,012.39
3420QB	0	211447	9591	TRI FIRMA	REPAIR 3 SINKHOLES 8466 LINDA SHORE DR	\$3,598.29
3422QB	0	211636	9591	TRI FIRMA	STATELINE @ BELMONT	\$1,429.47
3411QB	0	211623	9591	TRI FIRMA	W.O. 2505: DUG UP 2 SINK HOLES 1180 CUSTER	\$8,308.45
58798	0	211611	1213	TRI-STATE TROPHY	VIP AWARDS	\$297.50
1136	0	211797	20951	TWO GIRLS AND A BROO	NOV 2013 PEPPERCHASE OFFICE CLEANING	\$585.00
12735-00	0	211608	1114	UNION AUTO PARTS	BELT	\$33.28
12635-00	0	211609	1114	UNION AUTO PARTS	OIL FILTERS - SHOP	\$57.24
68435	0	211675	16517	UPCHURCH SERVICES, L	HVAC SERVICES	\$220.00
C9920	0	211846	16517	UPCHURCH SERVICES, L	PREVENTATIVE MAINT - CITY HALL	\$1,733.75
111313	0	211434	20938	VELASCO VICENTE	CASH BOND REFUND	\$524.60
9713874691	112850	211329	1095	VERIZON WIRELESS	PHONE SERVICES - SPD MIFI'S	\$224.26
9714692056	113168	211741	1095	VERIZON WIRELESS	SPD AIRCARDS	\$3,010.45
112113	0	211429	20935	VICTORY ZACHERY M	CASH BOND REFUND	\$450.00
30461290	0	211605	2869	VULCAN CONSTRUCTION	RIP RAP (SHOP STOCK)	\$660.68
30467637	0	211418	2869	VULCAN CONSTRUCTION	RIPRAP - HIGHLAND GROVE	\$984.96

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034905	0	211407	8127	WASTE CONNECTIONS OF	CONSTRUCTION/DEMOLITION	\$12.50
034895	0	211409	8127	WASTE CONNECTIONS OF	CONSTRUCTION/DEMOLITION	\$17.50
00114487	0	211534	17215	WELSCO, INC	OXYGEN RENTAL OCT 2013	\$334.15
828414793	0	211452	4230	WEST GROUP PAYMENT	MS DUI LAW UPDATE	\$157.00
74907	0	211729	4854	WEST MEMPHIS FENCE &	NEW FENCE @ MAINTENANCE YARD	\$9,399.00
111913	0	211437	20940	WHITE JERRY	CASH BOND REFUND	\$2,000.00
305271238SHF1	0	211695	20944	WHITE VERNON	EMS BILLING REFUND	\$200.00
34035	0	211798	11134	WHITFIELD	ELECTRICAL REPAIRS @ WHITWORTH WTP	\$118.71
34007	0	211545	11134	WHITFIELD	REPAIRED WIRING @ CENTRAL PARK	\$1,324.20
112613	0	211825	19340	WINSTON TIMOTHY	SOCCER REF	\$50.00
111913	0	211393	15915	WISEMAN CYNTHIA	AEROBICS INSTRUCTOR	\$180.00
112613	0	211832	14006	YOAKUM BRETT	REIMBURSE 2014 CLOTHING ALLOT	\$600.00
90011723	0	211731	15430	ZOLL MEDICAL CORPORA	DEFIB WARRANTY	\$5,945.00

Total Invoices Paid on this Docket: \$2,247,930.21

City of Southaven
Docket of Claims



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PI23891	0	211707	223	CROW'S TRUCK SERVICE	AXLE CAP HUB	\$17.26
PI23276	0	211706	223	CROW'S TRUCK SERVICE	KEY WAY FOR PTO SHAFT	\$4.88
PI23539	0	211708	223	CROW'S TRUCK SERVICE	SHOP SUPPLIES	\$125.10

Total Invoices Paid on this Docket: \$147.24

17. Executive Session