



**MEETING OF THE MAYOR AND BOARD OF ALDERMEN  
SOUTHAVEN, MISSISSIPPI  
CITY HALL  
July 2, 2013  
6:00 p.m.  
AGENDA**

- 1. Call To Order**
- 2. Invocation**
- 3. Pledge Of Allegiance**
- 4. Approval Of Minutes: June 18, 2013**
- 5. Appointment and Swearing In of City Appointees**
- 6. Authorization of Reel Neet Proposal for City Right of Way Mowing**
- 7. Adoption of Revised Employee Handbook**
- 8. Authorization to Hire Audit Firm for Audit for Current Fiscal Year**
- 9. Interlocal Agreement between Olive Branch, Southaven and County for JAG**
- 10. Lease Renewal Smith Brumley**
- 11. Lease Renewal Wildcat Cheer**
- 12. Resolution To Clean Private Property**
- 13. Planning Agenda: Item #1 Application by Ben Smith to revise Snowden Grove Subdivision, Area 14 Section A, Lots 340 and 341  
Item #2 Update on the Stateline and Tchulahoma Road improvement project**
- 14. Mayor's Report**
- 15. Citizen's Agenda**
- 16. Personnel Docket**
- 17. Committee Reports**
- 18. City Attorney's Legal Update**
- 19. Old Business**
- 20. Progress Reports**
- 21. Claims Docket**
- 22. Personnel & Litigation**

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

# Minutes, City of Southaven, Southaven, Mississippi



MEETING OF THE MAYOR AND BOARD OF ALDERMEN  
SOUTHAVEN, MISSISSIPPI  
CITY HALL  
June 18, 2013  
6:00 p.m.  
AGENDA

1. Call To Order
2. Invocation
3. Pledge Of Allegiance
4. Approval Of Minutes: June 4, 2013
5. MML Newly Elected Officials Orientation Travel
6. MML Voting Delegates
7. Tourism Fund Swearing In Ceremony
8. Surplus Property - SFD
9. Resolution To Clean Private Property
10. Planning Agenda: Item #1 Application by Ryan England to rezone 1.33 acres on the southeast corner of Church Road and Swinnea Road from low density residential (R-30) to neighborhood commercial (C-1)  
Item #2 Application by Fred's for a conditional use permit to allow a reader board on a nine (9) foot monument sign located at 2110 Goodman Road  
Item #3 Application by Jodie Wolfe for a conditional use permit to allow a consignment shop to be located at 7931 Hwy. 51 in an existing retail strip on the northwest corner of Hwy. 51 and Custer Drive
11. Mayor's Report
12. Citizen's Agenda: T. J. Hurst, Cobra Towing
13. Personnel Docket
14. Committee Reports
15. City Attorney's Legal Update
16. Old Business
17. Progress Reports
18. Claims Docket
19. Personnel & Litigation

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

# Minutes, City of Southaven, Southaven, Mississippi

## MINUTES OF THE REGULAR MEETING OF JUNE 18, 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 18<sup>th</sup> day of June, 2013 at six o'clock (6:00) p.m. at City Hall.

**Present were:**

Greg Guy	Alderman At Large
Lorine Cady	Alderman, Ward 1
Ronnie Hale	Alderman, Ward 2
George Payne	Alderman, Ward 3
William Brooks	Alderman, Ward 4
Ricky Jobes	Alderman, Ward 5
Randall Huling	Alderman, Ward 6

Also present were Sheila Heath, and Nick Manley, City Attorney. Approximately fifty (50) other people were present.

Alderman Jobes was via telecommunications and Alderman Huling was late. Mayor Davis called the meeting to order. Alderman Cady led in prayer, followed by the Pledge of Allegiance led by Alderman Guy. Next, a motion was made by Alderman Cady to approve the minutes of the regular meeting June 4, 2013 with any corrections, deletions, or additions necessary. There being none the motion was seconded by Alderman Guy. Motion was put to a vote and passed unanimously.

### MML NEWLY ELECTED OFFICIALS ORIENTATION TRAVEL

Alderman Cady made the motion to allow the new Mayor and new Board members to travel to Jackson MS on June 27<sup>th</sup> to attend the "Newly Elected Officials Orientation" offered by MML. Motion was seconded by Alderman Guy. Motion was put to vote and passed unanimously.

### MML VOTING DELEGATES

Mayor Davis stated that MML requires a resolution for the voting delegates during elections at the MML conference in July. Alderman Guy made the motion to have Mayor Elect Mussellwhite as the voting delegate to vote the will of the city for the MML 1<sup>st</sup> Vice President. Alderman Elect Raymond Flores as the 1<sup>st</sup> alternate and Alderman Elect Kristian Kelly as the 2<sup>nd</sup> alternate. Motion was seconded by Alderman Cady. Motion was put to vote.

Roll call was as follows:

ALDERMAN

VOTED

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Alderman Guy	YEA
Alderman Cady	YEA
Alderman Hale	YEA
Alderman Payne	YEA
Alderman Brooks	ABSENT
Alderman Jobes	YEA
Alderman Huling	ABSENT

Having received a majority of affirmative votes, Mayor Davis declared that the motion was carried and approved on this the 18<sup>th</sup> day of June, 2013.

## TOURISM FUND SWEARING IN CEREMONY

Mayor Davis stated that the Swearing-In ceremony on July 1<sup>st</sup> is at 6 p.m. at the Snowden House and that this be paid for through the Tourism Fund. Alderman Guy made the motion to allow the Swearing-In ceremony be paid for through the Tourism Fund. Motion was seconded by Alderman Cady. Motion was put to vote and passed unanimously.

## SURPLUS PROPERTY-SFD

Mr. Ron White, Fire Chief reported that the fire department requests the removal of the following equipment from the department's assets and inventory lists. All equipment will be surplus and disposed of in accordance to state law. Alderman Guy made the motion to allow the Fire Department to dispose of the surplus equipment in accordance to state law. Motion was seconded by Alderman Hale. Motion was put to vote and passed unanimously.

Bio-Systems Touch and Track Accountability System

Serial Number:

3725

Model Number: 54-32-000

No City Asset Number

Inoperable

Scott Gas Detector Monitor

Model Number: SCT096-2560

Serial Number: N/A

Broken; Cost of repair exceeds replacement

Scott Gas Detector

Model : 096-3185

Serial Number: 1209-1803

Broken; Cost of repair exceeds replacement

Motorola Station Alerting System (total package)

3- base chargers

3- charger amplifiers

8-

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paggers

City Asset Numbers: 633  
681  
712  
Serial Numbers: R46BNL2660  
R46BNY0403  
646BPG2689  
R46BNL2661  
MD5XUU23X8  
R46BNL2662  
R46BNL2663  
N/A

Compact Cassette Player

Model: 14-802

Out dated; already replaced with new equipment

Whirlpool Dryer - Station 2

Model Number: DWJR-ELE-2405026-FM54

Serial Number: MW2114507

Broken; Cost of repair exceeds repair

2004 Ford Expedition

Serial Number: 1FMPU16L54LA71821

City Asset Number: 3099

Wrecked; Cost of repair exceeds replacement

Vehicle will be moved to training for extrication

Hose List:

ID #	Brand	Date	# of Feet	Reason
175111		2003	300	FAIL
175112	angus	2003	300	FAIL
175114		2003	300	FAIL
175115		2003	300	FAIL
175116		2003	300	FAIL
175117		2003	300	FAIL
175118		2003	300	FAIL
175119	snaptite	2003	300	FAIL
175122	snaptite	2003	300	FAIL
175124		2003	300	FAIL
175125		2003	300	FAIL
175126	snaptite	2003	300	FAIL
175127		2003	300	FAIL
175128	snaptite	2003	300	FAIL
175129		2003	300	FAIL
175130	angus	2003	300	FAIL

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175131	angus	2003	300	FAIL
175132	snaptite	2003	300	FAIL
175133		2003	300	FAIL
175134		2003	300	FAIL
175147	snaptite	2003	300	FAIL
175148	snaptite	2003	300	FAIL
175149	snaptite	2003	300	FAIL
175150	snaptite	2003	300	FAIL
175151	snaptite	2003	300	FAIL
175152	snaptite	2003	300	FAIL
175153	snaptite	2003	300	FAIL
HP109	neidner	2006	400	FAIL
250069	snaptite	2003	300	FAIL
250070	snaptite	2003	300	FAIL
250071	snaptite	2003	300	FAIL
250072	snaptite	2003	300	FAIL
250073	snaptite	2003	300	FAIL
250074	snaptite	2003	300	FAIL
250075	snaptite	2003	300	FAIL
250076	snaptite	2003	300	FAIL
250077		2003	300	FAIL
250078	snaptite	2003	300	FAIL
5101	snaptite	2003	200	FAIL
5102	snaptite	2003	200	FAIL

ID #	Brand	Date	# of Feet	Reason
5103	snaptite	2003	200	FAIL
5104	snaptite	2003	200	FAIL
5105		2003	200	FAIL
5107	snaptite	2003	200	FAIL
5108	snaptite	2003	200	FAIL
5109	snaptite	2003	200	FAIL
5110	snaptite	2003	200	FAIL
5111	snaptite	2003	200	FAIL
5112	snaptite	2003	200	FAIL
175077	snaptite	9/1/1998	300	Fail
175108	snaptite	9/1/1998	300	Fail
175109	snaptite	9/1/1998	300	Fail
175110	snaptite	9/1/1998	300	Fail
175112		5/1/2003	300	Fail
175113	snaptite	5/1/2003	300	Fail
175120		5/1/2003	300	Fail
175121		5/1/2003	300	Fail
175140	snaptite	9/1/2004	300	Fail

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175141	snaptite	9/1/2004	300	Fail
250032		9/1/1998	300	Fail
250050		9/1/1998	300	Fail
250053		9/1/1998	300	Fail
250057		9/1/1998	300	Fail
250058		9/1/1998	300	Fail
250059	Angus	9/1/1998	300	Fail
250060	snaptite	9/1/1998	300	Fail
250061		9/1/1998	300	Fail
250062		9/1/1998	300	Fail
250067	Angus	9/1/1998	300	Fail
5058	Snaptite	9/1/1998	200	Fail
5060		9/1/1998	200	Fail
5069		9/1/1998	200	Fail
5070	angus	9/1/1998	200	Fail
5071		9/1/1998	200	Fail
5074		9/1/1998	200	Fail
5075	snaptite	9/1/1998	200	Fail
5077		9/1/1998	200	Fail
5078		9/1/1998	200	Fail

Cell phones:

All models are LG-LGAN200 with the following serial numbers:

208CYRN0092950- Engine 4  
207CYXM0092914- Engine 3  
205CYZP0087125- Engine 2  
205CYAS0087784- Engine 1  
201CYBD0082189- Truck 2  
205CYXM0087570- Truck 1

## RESOLUTION TO CLEAN PRIVATE PROPERTY

RESOLUTION GRANTING AUTHORITY TO CLEAN PRIVATE PROPERTY

**WHEREAS**, the governing authorities of the City of Southaven, Mississippi, have received numerous complaints regarding the parcel of land located at the following address, to-wit: **616 Church Road, 7695 Annesdale Drive, 1676 Custer Drive, 7660 Brookwood Place, 681 Goodman Road, 2303 Ansley Park Lane, 2490 Heather Ridge, 3260 Plum Point Drive, 5820 Westminister Lane**, to the effect that the said parcel of land has been neglected whereby the grass height is in violation and there exist other unsafe

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**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, June 18, 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, June 18, 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: **616 Church Road, 7695 Annesdale Drive, 1676 Custer Drive, 7660 Brookwood Place, 681 Goodman Road, 2303 Ansley Park Lane, 2490 Heather Ridge, 3260 Plum Point Drive, 5820 Westminster Lane** is deemed in the existing condition to be a menace to the public health and safety of the community.

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

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

<b>ALDERMAN</b>	<b>VOTED</b>
Alderman Greg Guy	YES
Alderman Lorine Cady	YES
Alderman Ronnie Hale	YES
Alderman George Payne	YES
Alderman William Brooks	ABSENT
Alderman Ricky Jobes	YES
Alderman Randall T. Huling, Jr.	ABSENT

The Resolution, having received a majority vote of all Aldermen present, was declared adopted on this, the **18th day of June, 2013.**

**CITY OF SOUTHAVEN, MISSISSIPPI**

**BY:**

\_\_\_\_\_  
**CHARLES G. DAVIS**  
**MAYOR**

ATTEST:

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

(S E A L)

## PLANNING AGENDA

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

**ITEM #1** Application by Ryan England to rezone 1.33 acres on the southeast corner of Church Road and Swinnea Road from low density residential (R-30) to neighborhood commercial (C-1). This is in compliance with the comprehensive

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plan and Planning Commission voted unanimously in favor of this item. She reported that his plans are to construct an insurance office. Alderman Guy made the motion to approve Item #1 as presented to this Board. Motion was seconded by Alderman Payne. Motion was put to vote and passed unanimously.

Alderman Huling came into the meeting at 6:10 p.m.

**ITEM #2** Application by Fred's for a conditional use permit to allow a reader board on a nine (9) foot monument sign located at 2110 Goodman Road. She reported that this does meet the city ordinance and Planning Commission approved this item unanimously. Alderman Huling made the motion to approve Item #2 as presented to this Board. Motion was seconded by Alderman Guy. Motion was put to vote and passed unanimously.

**ITEM #3** Application by Jodie Wolfe for a conditional use permit to allow a consignment shop to be located at 7931 Highway 51 in an existing retail strip on the northwest corner of Hwy. 51 and Custer Drive. She stated that last year they had approved an ordinance allowing consignment shops in strip malls and this is for a conditional use by ordinance. It was voted unanimously by the Planning Commission. Alderman Payne made the motion to approve Item #3 as presented to this Board. Motion was seconded by Alderman Huling. After a short discussion the motion was put to vote and passed unanimously.

## MAYOR'S REPORT

Mayor Davis asked for permission to add an invoice to the claims docket. It is from Cougar Chemicals for \$108.00, invoice #29534. He stated that one of our Alderman Elects works for Cougar Chemicals and as of next meeting, we will not be able to pay the bill. Alderman Payne made the motion to add Cougar Chemical to this claims docket. Motion was seconded by Alderman Hale. Motion was put to vote and passed unanimously.

Next, Mayor Davis read his letter of resignation as follow: "Please accept this letter as my resignation effective, Friday, June 28, 2013 at 5:00 p.m. I have enjoyed serving the citizens of Southaven over the last 16 years as Mayor, and I sincerely hope I have made a difference in their lives as I worked hard to make our city a great place to live and work. I was raised in Southaven, and it will always be very important to me. I wish the best to Mayor Musselwhite and the new Board as they continue to move Southaven forward. May God continue to bless each of them and this great city we call home". Alderman Guy made the motion to accept Mayor Greg Davis' resignation and make it a part of these minutes. Motion was seconded by Alderman Hale. Motion was put to vote and passed unanimously.

Next, a resolution was presented as follow:

**RESOLUTION OF SOUTHAVEN BOARD OF ALDERMEN  
APPOINTING  
MAYOR- ELECT DARREN MUSSELWHITE AS MAYOR  
EFFECTIVE JUNE 28, 2013 AT 5:00 P.M.**

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There came for consideration before the City of Southaven Board of Alderman ("Board") the matter of the appointing a Mayor upon the resignation of Mayor Charles G. Davis, which shall occur on June 28, 2013 at 5:00 p.m. Mayor-Elect Darren Musselwhite was nominated by the Board to serve as Mayor of the City of Southaven ("City") effective at 5:00 p.m. on June 28, 2013. Following review and discussion and the recommendation of the Board, Alderman Guy offered and moved for the adoption of the following Resolution approving and adopting the proposed policy, to-wit:

**RESOLUTION OF SOUTHAVEN BOARD OF ALDERMEN  
APPOINTING  
MAYOR- ELECT DARREN MUSSELWHITE AS MAYOR EFFECTIVE  
JUNE 28, 2013 AT 5:00 P.M.**

**WHEREAS**, Mayor Charles G. Davis has publicly and officially announced that he will resign as Mayor of the City on June 28, 2013 at 5:00 p.m.; and

**WHEREAS**, the date of Mayor Charles G. Davis's resignation from office will occur with less than six months remaining in his term; and

**WHEREAS**, pursuant to Mississippi Code Section 23-15-857, the Board is required to appoint a qualified person to a vacant mayor's position when there is not more than six months remaining in the term of office; and

**WHEREAS**, the Board after consideration of the matter and applicable Mississippi law hereby finds that Mayor-Elect Darren Musselwhite is qualified under Mississippi Code 23-15-857 to be appointed Mayor of the City.

**NOW, THEREFORE, IT IS HEREBY RESOLVED AND ORDERED** by the City Board that Mayor-Elect Musselwhite shall be appointed Mayor of the City effective June 28, 2013 at 5:00 p.m.

**AND FURTHER RESOLVED**, upon Mayor-Elect Musselwhite's appointment to the office of Mayor of the City that he shall be administered the oath of office specified in Section 268 of the Mississippi Constitution by a person qualified under Mississippi Code 11-1-1.

**AND FURTHER RESOLVED**, upon Mayor-Elect Musselwhite's appointment to the office of Mayor of the City that he shall have all powers, duties, rights, privileges and protections granted to the Mayor pursuant to The

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Mississippi Code of 1972 Annotated, as amended, modified and revised from time to time.

Alderman Cady seconded the motion, and the matter was put to a roll call vote with the result as follows:

Alderman Greg Guy	voted: YES
Alderman Lorine Cady	voted: YES
Alderman Ronnie Hale	voted: YES
Alderman George Payne	voted: YES
Alderman William Brooks	voted: ABSENT
Alderman Ricky Jobes	voted: ABSENT
Alderman Randall Huling	voted: YES

Having received a majority of affirmative votes, the Mayor declared that the Resolution was carried and adopted as set forth above on this the 18<sup>th</sup> day of June, 2013.

## CITY OF SOUTHAVEN, MISSISSIPPI

BY: \_\_\_\_\_  
CHARLES G. DAVIS, MAYOR

ATTEST:

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

Next, Alderman Cady read her letter of resignation as follow, "This letter is to inform you that I will be retiring Friday, June 28, 2013. I have enjoyed serving as Alderman, Ward 1 and wish the best to the next administration". Alderman Hale made the motion to accept Alderman Cady's letter of registration and have it entered into this set of minutes. Motion was seconded by Alderman Guy. Motion was put to vote and passed unanimously.

### CITIZEN'S AGENDA

Mr. T. J. Hurst, Cobra Towing. He is asking for his towing service to be put on the rotation through the Police Department. Mr. Hurst stated that he has all the information showing that he has been in business in Southaven for the two years required, and Deputy Chief Pirtle has all the documentation. Alderman Guy

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stated that the new board should be able to approve this at the next meeting, but at this time, a policy is being written to allow towing companies to go on the PD rotation. Alderman Guy made the motion to wait and refer this to the new Board. There was no second; therefore, the motion failed due to lack of a second. Mayor stated that this would come up under the new administration.

Mr. Moses Truelove told the Board that he wanted to tell Mayor Davis and this Board that they have done a great job, and he thinks we just need to move forward.

Annie Berryhill, 1115 Charstone and her complaint that her home has been flooded so many times. She wants to know "when" the city is going to do something about this. Mayor Davis reported that Civil Link has been asked to go to that subdivision and investigate the problem, along with other areas that flood. We are waiting on a report back from them. Alderman Payne asked if she has gotten on the list for MEMA to come and look at the damage, and she did not know. She was instructed to see Ron White, Fire Chief and make sure she gets on that list.

Mrs. Dunlap, 1123 Charstone Dr. She stated that her home has flooded for the 3<sup>rd</sup> time. She reported that this is getting old and the city needs to get the proper drainage put in.

Mrs. Taylor stated that she has been a resident in Southaven since 1968 and she wanted to thank each of the board members for serving our City and that they have done a great job. She stated that she appreciates everything they have done in this city.

## PERSONNEL DOCKET

### Personnel Docket June 18, 2013

Payroll Additions	Position	Department	Start Date	Rate of Pay
Marcus Threatt	Seasonal Laborer	Parks and Recreation - 411	June 10, 2013	\$7.50
Eric Belton	Seasonal Laborer	Parks and Recreation - 411	June 10, 2013	\$7.50
Kristin Ellis	Office Staff	Animal Control - 511	June 17, 2013	\$10.20
Cameron Lomonaco	Summer Intern	Information Technology - 150	TBD	\$8.00

Payroll Deletions	Position	Department	Termination Date	Rate of Pay
Darla Davis	Concessions	Parks and Recreation - 412	May 28, 2013	\$7.25
Morgan Pipkin	Concessions	Parks and Recreation - 412	May 28, 2013	\$7.25
Shauntel Rhymes	Dispatcher II	Police - 211	June 4, 2013	\$18.74
Samantha Kohler	Concessions	Parks and Recreation - 412	June 17, 2013	\$7.25
Grant Simoneaux	Concessions	Parks and Recreation - 412	June 17, 2013	\$7.25
Hunter Spears	Seasonal Laborer	Parks and Recreation - 411	June 17, 2013	\$7.50

Payroll Adjustments	Previous Classification	New Classification	Effective Date	Rate of Pay
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Delaine Wingo	Concessions	Concessions Supervisor	June 17, 2013	\$8.00
Kellen Chalmers	Firefighter II	Firefighter III	June 24, 2013	\$14.68
Daniel Loomis	Firefighter II	Firefighter III	June 24, 2013	\$14.68
Leslie Duke	Firefighter II	Firefighter III	June 24, 2013	\$14.68
Sean Asbell	Firefighter II	Firefighter III	June 24, 2013	\$14.68

Parks Tournament Additions	Position	Department	Start Date	Rate of Pay
Kevin Hays	Grounds	Parks and Recreation - 412	June 4, 2013	\$7.25
Chad Waldrop	Grounds	Parks and Recreation - 412	June 4, 2013	\$7.25
Katelyn Foshee	Concessions	Parks and Recreation - 412	June 6, 2013	\$7.25
Zac Coleman	Gates	Parks and Recreation - 412	June 7, 2013	\$7.50
Abby Ellingburg	Gates	Parks and Recreation - 412	June 7, 2013	\$7.50
Cynthia Richmond	Concessions	Parks and Recreation - 412	June 13, 2013	\$8.00
Jessica Clayton *	Concessions	Parks and Recreation - 412	June 15, 2013	\$7.25

\* REHIRE

Alderman Guy made the motion to approve the Personnel Docket of June 18, 2013 as presented to this Board. Motion was seconded by Alderman Cady. The motion was put to vote and passed unanimously.

## COMMITTEE REPORTS

No Committee Reports

## CITY ATTORNEY'S LEGAL UPDATE

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

After Mr. Manley presented a lease to the Board for a one year term in the amount of \$5,000.00 per month to rent an office building for narcotics division, Alderman Cady made the motion to table this item until after Executive Session. Motion was seconded by Alderman Huling. Motion to table was put to vote and passed unanimously.

Alderman Guy made the motion to take the lease off the table. Motion was seconded by Alderman Hale. Motion was put to vote and passed unanimously.

Motion after Executive Session:

Nick Manley presented a lease to the Board for a one year term in the amount of \$5,000 per month for a building to be used by the Narcotics Division of the Police again. After discussion in both Open and Executive Session, due to the sensitivity of the location as it relates to informants, a motion was made by Alderman Payne and seconded by Guy to approve the lease. The lease was approved unanimously.

Nick Manley presented the claim of Southaven Police Officer Jordan Jones for medical bills in the amount of \$961.41 that he has incurred as a result of the

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possibility of being exposed to mold. After discussion by the Board, the motion was made by Payne to approve the claim of Officer Jordan Jones for his medical expenses to date and future medical expenses associated with the claim and the issuance of a demand check for the same. Motion was seconded by Cady. The claim was approved unanimously.

## OLD BUSINESS

Alderman Guy, Alderman Hale and Alderman Huling thanked this Board for the years of working with them and felt it to be exciting, rewarding and challenging.

Next, Mayor Davis handed out plaques and thanked the outgoing Board for the years of service to Southaven.

Next, Alderman Cady presented Mayor Davis a plaque for his years of service.

## PROGRESS REPORTS

No Progress Report

## PERSONNEL AND LITIGATION

Mayor Davis moved Personnel and Litigation in front of claims docket. A motion was made by Alderman Guy to move for a closed determination of the issue on whether or not to declare an Executive Session. Motion was put to vote and passed unanimously. Alderman Guy made the motion to go into Executive Session for the purpose of potential litigation. Motion was seconded by Alderman Hale. Motion was put to a vote and passed unanimously by the raise of hands.

Mayor Davis called the meeting back to order.

## CLAIMS DOCKET

A motion was made by Alderman Guy to approve the Claims Docket of June 18, 2013, including demand checks and payroll in the amount of \$1,612,249.72 plus the Cougar Chemical in the amount of \$108.00 totaling \$1,612,357.72. Motion was seconded by Alderman Huling. Following Executive Session, Alderman Guy made the motion to hold the checks (#108620, #108621, #108622, #108623, #108624 and #10625) for vendor 2065 (BLC) until all invoices have been reviewed and approved. Motion was seconded by Alderman Huling.

## BLC VOUCHERS NUMBERS TO HOLD FROM C-061813 DOCKET:

203076, 203126, 203127, 203128, 203129, 203130, 203132, 203133, 203134, 203136, 203143, 203145, 203145, 203148, 203149, 203150, 203152, 203153, 203154, 203156, 203157, 203158, 203160, 203161, 203163, 203164, 203165, 203166, 203167, 203168, 203169, 203170, 203171, 203172, 203173, 203174, 203175, 203176, 203177, 203178, 203179, 203180, 203181, 203182, 203183, 203185, 203186, 203188, 203189, 203191, 203193, 203194

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**Excluding voucher numbers:**

202215, 202460, 202462, 202472, 202552, 202706, 203139, 203140, 203129.

Roll call was as follows:

ALDERMAN	VOTED
Alderman Guy	YEA
Alderman Cady	YEA
Alderman Hale	YEA
Alderman Payne	YEA
Alderman Brooks	ABSENT
Alderman Jobes	ABSENT
Alderman Huling	YEA

Having received a majority of affirmative votes, the Mayor Davis declared that the motion was carried and approved for payment on this the 18<sup>th</sup> day of June, 2013.

There being no further business to come before the Board of Aldermen, a Motion was made by Alderman Cady to adjourn. Motion was seconded by Alderman Payne. Motion was put to a vote and passed unanimously, June 18, 2013 at 7:15 p.m.

\_\_\_\_\_  
Charles G. Davis,  
Mayor

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

(Seal)

# Minutes, City of Southaven, Southaven, Mississippi



PRESIDENT, MAYOR CHIP JOHNSON, HERNANDO  
FIRST VICE PRESIDENT, MAYOR TIM WALDRUP, ELLISVILLE • SECOND VICE PRESIDENT, MAYOR ROBIN M. MCCRORY, LEXINGTON

SHARIT T. VEAZEY, EXECUTIVE DIRECTOR

## ATTENTION CITY CLERK

### MML 2013 Election of 2<sup>nd</sup> Vice President Voting Delegate/Alternates Information

On Tuesday, July 16, 2013 at the MML Annual Conference, an election will be held to select the MML 2<sup>nd</sup> Vice President. Each member city in good standing (dues are paid in full by May 15, 2013) must identify a voting delegate along with two alternates. The voting delegate will vote the will of their city or town in voting for the MML 2<sup>nd</sup> Vice President at the MML Annual Conference. The list of qualifying candidates is attached.

To participate in the election, the MML must receive this completed form by June 7, 2013

Please complete the information below. If possible, please provide a cell phone number for the voting delegate and each alternate. Voting delegates will be updated on the status of the election by text message or by voice mail:

Please Print:

Voting Delegates Name/Title: Darren Musselwhite, Mayor

Home Mailing Address: 2830 Grove Meadows Drive  
Nesbit, MS 38651

Cell Phone Number: 901-351-3551

First Alternate Name/Title: Raymond Flores, Alderman Ward 6

Home Mailing Address: 818 Needle Cove  
Southaven, MS 38671

Cell Phone Number: 901-335-4361

Second Alternate Name/Title: Kristian Kelly, Alderman Ward 1

Home Mailing Address: 8891 Chesterfield Drive  
Southaven, MS 38671

Cell Phone Number: 662-404-2299

Return by Mail or Fax to:  
The Mississippi Municipal League  
600 E. Amite Street, Ste. 104  
Jackson, Mississippi 39201

OR

FAX: (601) 353-6980

# Minutes, City of Southaven, Southaven, Mississippi



PRESIDENT, MAYOR CHIP JOHNSON, HERNANDO  
FIRST VICE PRESIDENT, MAYOR TIM WALDRUP, ELLISVILLE • SECOND VICE PRESIDENT, MAYOR ROBIN M. MCCRORY, LEXINGTON

SHARI T. VEAZEY, EXECUTIVE DIRECTOR

## 2013 Qualifying Candidates MML 2<sup>nd</sup> Vice President May 2, 2013

The following candidates will be on the ballot for the position of MML 2<sup>nd</sup> Vice President:

1. Mayor Jimmy Cockroft, City of Kosciusko
2. Mayor Paul Walker, City of Fulton

# Minutes, City of Southaven, Southaven, Mississippi

## RESOLUTION

### RESOLUTION APPOINTING MISSISSIPPI MUNICIPAL LEAGUE 2013 VOTING DELEGATES FOR THE CITY OF Southaven

WHEREAS, the Mississippi Municipal League amended the bylaws of the association to provide for a ballot election, to be conducted by the officers of the Mississippi Municipal Clerks and Collectors Association, to be held each year at the summer convention, to elect a second vice president and to vote on any proposed bylaw changes; and

WHEREAS, the amended bylaws require the governing authority board (Alderman, City Council, City Commission) to designate in its minutes the voting delegate and two alternates to cast the vote for each member municipality.

NOW, THEREFORE, BE IT RESOLVED BY THE (Governing Authority Board)  
OF THE CITY OF Southaven

In accordance with the bylaws of the Mississippi Municipal League, the voting delegate(s) for the 2013 Mississippi Municipal League election to be held at the annual convention on July 15-July 17, 2013 are as follows:

Voting Delegate: (Name and title) Mayor Darren Musselwhite

First Alternate: (Name and title) Raymond Flores, Alderman, Ward 6

Second Alternate: (Name and title) Kristian Kelly, Alderman, Ward 1

That public interest and necessity requiring same, this Resolution shall become effective upon passage.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Alderman Guy, seconded by Alderman Pady, and was adopted by the following vote, to-wit:

6 YEAS:      NAYS:

1 alderman absent

# Minutes, City of Southaven, Southaven, Mississippi

The President thereby declared the motion carried and the Resolution adopted, this the  
(day, month, year).

(SEAL)

ATTEST:                      ADOPTED:

\_\_\_\_\_  
CLERK OF COUNCIL                      PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the  
Mayor, this the (day, month, year). *18th day of June, 2013*

ATTEST:                      APPROVED:

*Sheila Heath*  
\_\_\_\_\_  
CITY CLERK                      MAYOR

\_\_\_\_\_  
*Mayor*



# Minutes, City of Southaven, Southaven, Mississippi

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

Ronald L. White  
Fire Chief

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

Roger L. Thornton  
Deputy Fire Chief

Date: June 18, 2013

To: Mayor Davis and Board of Alderman

From: Southaven Fire Department; Chief White

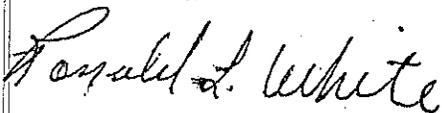
Re: Surplus property

Dear Mayor and Board,

The Southaven Fire Department respectfully requests the removal of the following equipment from the department's assets and inventory lists. All equipment will be surplus and disposed of properly and in accordance with state regulations.

Thank you for your consideration.

Respectfully,



Ronald L. White  
Fire Chief

CC: Mr. Chris Wilson; CAO  
Mrs. Shelia Heath; City Clerk  
File

Enclosure

# Minutes, City of Southaven, Southaven, Mississippi

Bio-Systems Touch and Track Accountability System

Serial Number: 3725

Model Number: 54-32-000

No City Asset Number

Inoperable

Scott Gas Detector Monitor

Model Number: SCT096-2560

Serial Number: N/A

Broken; Cost of repair exceeds replacement

Scott Gas Detector

Model : 096-3185

Serial Number: 1209-1803

Broken; Cost of repair exceeds replacement

Motorola Station Alerting System (total package)

3- base chargers

3- charger amplifiers

8- pagers

City Asset Numbers: 633

681

712

Serial Numbers: R46BNL2660

R46BNY0403

646BPG2689

R46BNL2661

MD5XUU23X8

R46BNL2662

R46BNL2663

N/A

Compact Cassette Player

Model: 14-802

Out dated; already replaced with new equipment

Whirlpool Dryer - Station 2

Model Number: DWJR-ELE-2405026-FM54

Serial Number: MW2114507

Broken; Cost of repair exceeds repair

2004 Ford Expedition

Serial Number: 1FMPU16L54LA71821

City Asset Number: 3099

Wrecked; Cost of repair exceeds replacement

Vehicle will be moved to training for extrication

# Minutes, City of Southaven, Southaven, Mississippi

## Hose List:

ID #	Brand	Date	# of Feet	Reason
175111		2003	300	FAIL
175112	angus	2003	300	FAIL
175114		2003	300	FAIL
175115		2003	300	FAIL
175116		2003	300	FAIL
175117		2003	300	FAIL
175118		2003	300	FAIL
175119	snaptite	2003	300	FAIL
175122	snaptite	2003	300	FAIL
175124		2003	300	FAIL
175125		2003	300	FAIL
175126	snaptite	2003	300	FAIL
175127		2003	300	FAIL
175128	snaptite	2003	300	FAIL
175129		2003	300	FAIL
175130	angus	2003	300	FAIL
175131	angus	2003	300	FAIL
175132	snaptite	2003	300	FAIL
175133		2003	300	FAIL
175134		2003	300	FAIL
175147	snaptite	2003	300	FAIL
175148	snaptite	2003	300	FAIL
175149	snaptite	2003	300	FAIL
175150	snaptite	2003	300	FAIL
175151	snaptite	2003	300	FAIL
175152	snaptite	2003	300	FAIL
175153	snaptite	2003	300	FAIL
HP109	neidner	2006	400	FAIL
250069	snaptite	2003	300	FAIL
250070	snaptite	2003	300	FAIL
250071	snaptite	2003	300	FAIL
250072	snaptite	2003	300	FAIL
250073	snaptite	2003	300	FAIL
250074	snaptite	2003	300	FAIL
250075	snaptite	2003	300	FAIL
250076	snaptite	2003	300	FAIL
250077		2003	300	FAIL
250078	snaptite	2003	300	FAIL
5101	snaptite	2003	200	FAIL
5102	snaptite	2003	200	FAIL

# Minutes, City of Southaven, Southaven, Mississippi

ID #	Brand	Date	# of Feet	Reason
5103	snaptite	2003	200	FAIL
5104	snaptite	2003	200	FAIL
5105		2003	200	FAIL
5107	snaptite	2003	200	FAIL
5108	snaptite	2003	200	FAIL
5109	snaptite	2003	200	FAIL
5110	snaptite	2003	200	FAIL
5111	snaptite	2003	200	FAIL
5112	snaptite	2003	200	FAIL
175077	snaptite	9/1/1998	300	Fail
175108	snaptite	9/1/1998	300	Fail
175109	snaptite	9/1/1998	300	Fail
175110	snaptite	9/1/1998	300	Fail
175112		5/1/2003	300	Fail
175113	snaptite	5/1/2003	300	Fail
175120		5/1/2003	300	Fail
175121		5/1/2003	300	Fail
175140	snaptite	9/1/2004	300	Fail
175141	snaptite	9/1/2004	300	Fail
250032		9/1/1998	300	Fail
250050		9/1/1998	300	Fail
250053		9/1/1998	300	Fail
250057		9/1/1998	300	Fail
250058		9/1/1998	300	Fail
250059	Angus	9/1/1998	300	Fail
250060	snaptite	9/1/1998	300	Fail
250061		9/1/1998	300	Fail
250062		9/1/1998	300	Fail
250067	Angus	9/1/1998	300	Fail
5058	Snaptite	9/1/1998	200	Fail
5060		9/1/1998	200	Fail
5069		9/1/1998	200	Fail
5070	angus	9/1/1998	200	Fail
5071		9/1/1998	200	Fail
5074		9/1/1998	200	Fail
5075	snaptite	9/1/1998	200	Fail
5077		9/1/1998	200	Fail
5078		9/1/1998	200	Fail

# Minutes, City of Southaven, Southaven, Mississippi

Cell phones:

All models are LG-LGAN200 with the following serial numbers:

208CYRN0092950- Engine 4  
207CYXM0092914- Engine 3  
205CZP0087125- Engine 2  
205CYAS0087784- Engine 1  
201CYBD0082189- Truck 2  
205CYXM0087570- Truck 1

# Minutes, City of Southaven, Southaven, Mississippi

## RESOLUTION GRANTING AUTHORITY TO CLEAN PRIVATE PROPERTY

WHEREAS, the governing authorities of the City of Southaven, Mississippi, have received numerous complaints regarding the parcel of land located at the following address, to-wit: **616 Church Road, 7695 Annesdale Drive, 1676 Custer Drive, 7660 Brookwood Place, 681 Goodman Road, 2303 Ansley Park Lane, 2490 Heather Ridge, 3260 Plum Point Drive, 5820 Westminster Lane**, to the effect that the said parcel of land has been neglected whereby **the grass height is in violation and there exist other unsafe conditions** and that the parcel of land in the present condition is deemed to be a menace to the public health and safety of the community.

WHEREAS, pursuant to Section 21-19-11 of the Mississippi Code Annotated (1972), the governing authorities of the City of Southaven, Mississippi, provided the owners of the above described parcel of land with notice of the condition of their respective parcel of land and further provided them with notice of a hearing before the Mayor and Board of Aldermen on **Tuesday, June 18, 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, June 18, 2013**, to voice objection or to offer a defense.

# Minutes, City of Southaven, Southaven, Mississippi

**NOW, THEREFORE, BE IT HEREBY RESOLVED**, by the Mayor and Board of Alderman of the City of Southaven, Mississippi, that the above described parcel of land located at: 616 Church Road, 7695 Annesdale Drive, 1676 Custer Drive, 7660 Brookwood Place, 681 Goodman Road, 2303 Ansley Park Lane, 2490 Heather Ridge, 3260 Plum Point Drive, 5820 Westminster Lane is deemed in the existing condition to be a menace to the public health and safety of the community.

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

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

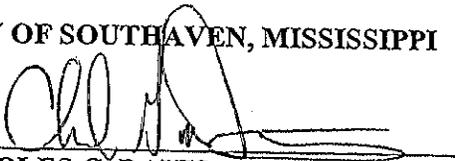
<b>ALDERMAN</b>	<b>VOTED</b>
Alderman Greg Guy	YES
Alderman Lorine Cady	YES
Alderman Ronnie Hale	YES
Alderman George Payne	YES
Alderman William Brooks	ABSENT
Alderman Ricky Jobes	ABSENT
Alderman Randall T. Huling, Jr.	ABSENT

# Minutes, City of Southaven, Southaven, Mississippi

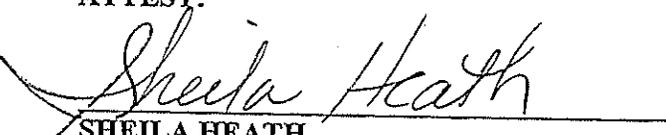
The Resolution, having received a majority vote of all Aldermen present, was declared adopted on this, the 18th day of June, 2013.

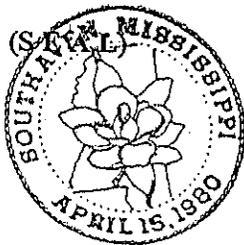
CITY OF SOUTHAVEN, MISSISSIPPI

BY:

  
CHARLES G. DAVIS  
MAYOR

ATTEST:

  
SHEILA HEATH  
CITY CLERK



# Minutes, City of Southaven, Southaven, Mississippi



**City Of Southaven  
Office of Planning and Development  
Rezoning Staff Report**

City of Southaven City Hall  
Executive Board Room  
8710 Northwest Drive

<b>Date of Hearing:</b>	May 20, 2013
<b>Public Hearing Body:</b>	Planning Commission
<b>Applicant:</b>	Ryan T. England 468 Church Road East 901-258-8987
<b>Total Acreage:</b>	1.33 acres
<b>Existing Zoning:</b>	Low Density Residential (R-30)
<b>Proposed Zoning:</b>	Neighborhood Commercial (C-1)
<b>Location of Subdivision application:</b>	Southeast corner of Church Road and Swinnea Road.
<b>Comprehensive Plan Designation:</b>	Neighborhood Commercial
<b>Staff Comments:</b>	
<p>The applicant is requesting to rezone 1.33 acres on the southeast corner of Church Road and Swinnea Road from low density residential (R-30) to neighborhood commercial (C-1). The property is adjacent to a residential lot in Dustin Place Subdivision on the east boundary line and to the south is vacant property. In October of 2009, the city of Southaven did a city wide amendment to the Comprehensive Plan which included this particular area. The approved change allowed the immediate corners of Church and Swinnea to go Neighborhood Commercial. This decision was based on the following criteria:</p> <ol style="list-style-type: none"> <li>1. OPD felt that allowing strip commercial down Church Road would create a high traffic volume similar to Goodman Road. That being said, the compromise was to</li> </ol>	

# Minutes, City of Southaven, Southaven, Mississippi

allow "commercial nodes" at major intersections.

2. The designation of neighborhood commercial was based on the fact that each of these four corners at Church Road and Swinnea Road were adjacent to residential homes; therefore, commercial zoning should be restrictive as to not impose on existing uses.
3. Swinnea Road had plans to cut through from Goodman Road to Church Road, thus creating a major intersection, which is traditionally where you would place commercial zoning.

With those criteria in place, the planning commission as well as the Board of Alderman agreed with the proposed change. This applicant has submitted an application that falls within the boundaries of the comprehensive plan. Staff is also aware that the applicant has full intentions on utilizing part of this property for an insurance company, which is an allowable use in the C-1 district. Staff has also suggested that during the site plan and design review phase that the applicant meet with the adjacent residential property owner to mediate any foreseeable issues or concerns that they might have. Staff understands that the applicant is corresponding with that owner.

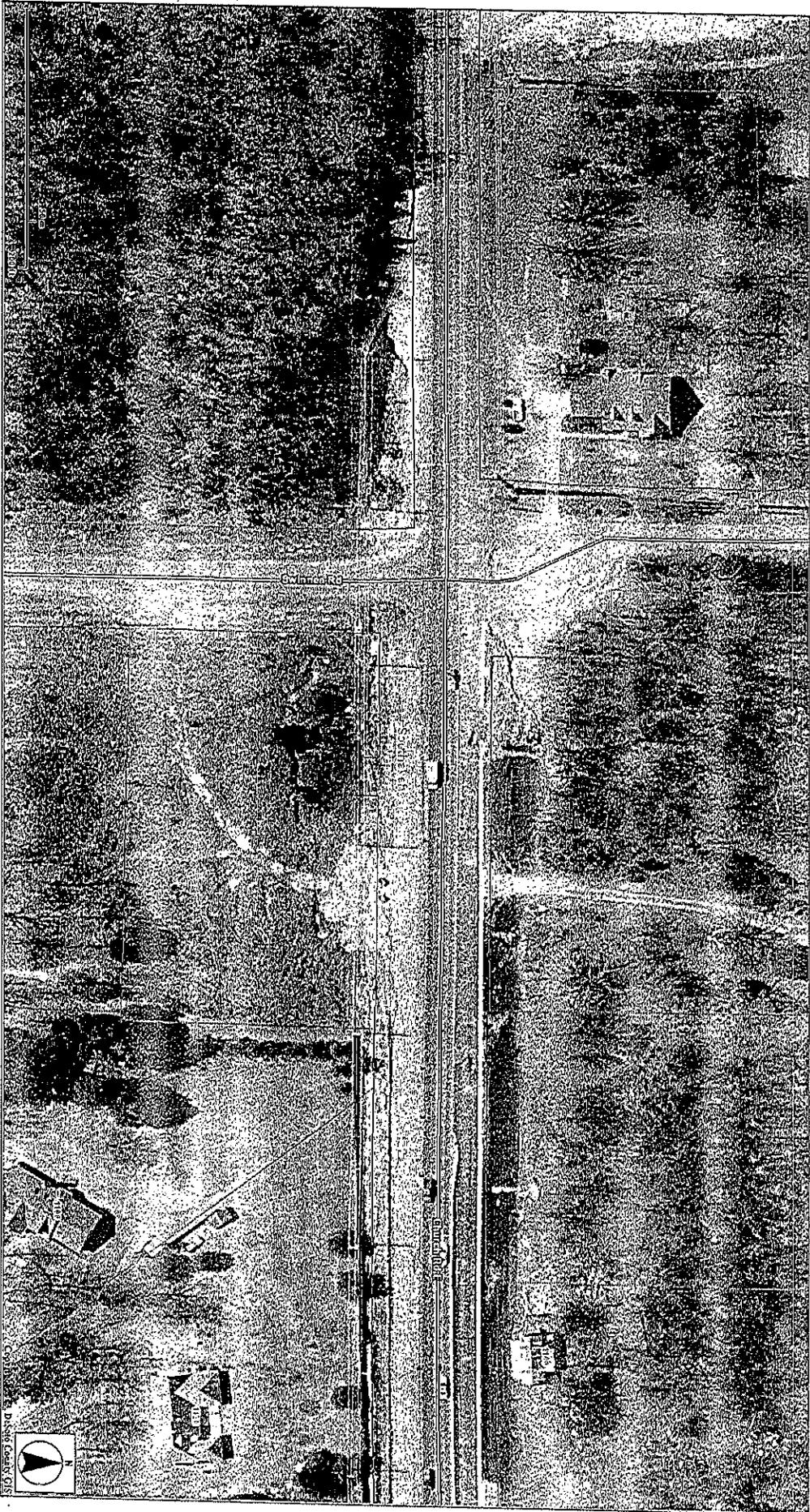
## **Staff Recommendations**

After further review of the application, staff feels that the applicant has followed the approved changes under the comprehensive plan. Additionally, there are two more steps in the process for development of this land; therefore, staff feels certain that any concerns with the site in terms of the aesthetics, traffic control, and allowable uses on site or screening can be addressed at those points. That being said, staff recommends approval.

**Planning Commission  
Recommendation:**

**Motion made by:  
Seconded by:**

NE Corner Church and Swinnea



# Minutes, City of Southaven, Southaven, Mississippi



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

City of Southaven City Hall  
Executive Board Room  
8710 Northwest Drive

<b>Date of Hearing:</b>	May 20, 2013
<b>Public Hearing Body:</b>	Planning Commission
<b>Applicant</b>	Fred's 2110 Goodman Road c/o Rainbow Signs, Inc. 337 Hwy 80 W 601-353-7711
<b>Total Acreage</b>	NA
<b>Existing Zoning:</b>	Planned Commercial (C-4)
<b>Location of Conditional Use application:</b>	Same as applicant address
<b>Requirements for CUP:</b>	Per section Chapter 6, Sec. 13-6(k), 4(c) " <i>Message/reader board signs must be located below the actual business signage and utilized as secondary signage. Lettering in this district shall not exceed eight (8) inches in height and be designated as an amber, yellow, gold or white coloring.</i> "
<b>Comprehensive Plan Designation:</b>	NA
<b>Staff Comments:</b>	The applicant is proposing a nine (9) foot high monument sign at 2110 Goodman Road in a C-4 district of the city. As stated in the ordinance above, the applicant has designed the sign to have the logo box sign as the primary signage with approximately 46 sq. ft. and located at the top of the monument base. The reader board has been placed below the primary sign with approximately 17 sq. ft.. Per the color elevation submitted, the applicant has provided amber color for the lettering on a two row display board and eight

# Minutes, City of Southaven, Southaven, Mississippi

inch letters.

**Staff Recommendation:**

Although the applicant has the placement for the signage correct and the coloring correct, it seems that the total square footage for the overall sign has exceeded the allowable 50'. After staff calculated the dimensions shown on the drawing submitted, the applicant is proposing a sixty three (63) square foot sign, which would be thirteen (13) feet over the allowable total. That being said, staff will recommend that the application be approved pending the additional thirteen feet be removed from the design and the applicant comply with the allowable square footage. Resubmittal of the specifications should be sent to OPD for final administrative approval.

**Planning Commission  
Recommendation:**

**Motion made by:  
Seconded by:**

# Minutes, City of Southaven, Southaven, Mississippi

**D/E ILLUMINATED MONUMENT**  
SCALE: 3/4"=1'-0"

SECTION A -  
"Pharmacy 2 Super-Dollar" 3009

803 8693118

**D/E ILLUMINATED MONUMENT:**

**CABINET:** 20" deep alum. extrusion w/ 2" retainers & 2" divider bar. All to be painted black.

**FRAMES:** .187 pan formed polycarbonate w/ surface applied vinyls to match colors shown - applied prior to vacuum forming process.

**ILLUMINATION:** Internal HO fluorescent as required; Min. 12" spacing.

**MESSAGE CENTER:** Daktronics, Galaxy 20 mm Monochrome Outdoor LED matrix display; 3500 series; 4096 shades of Amber LED colors; (2) Two 87 units 8" deep units to mount to center support using angle iron brackets as req'd.

**BASE:** Exact material used for base & cap to be confirmed prior to production.

**ADDRESS:** .125 Aluminum flat cut out numbers painted glossy black; studd mounted flush to masonry base as required; (2) Two required for both sides of monument.

**MOUNTING:** Cabinet to sleeve over top; 4" diameter, 3/32 wall internal support pole; Saddle welded top & bottom as required.

**D/E ILLUMINATED CABINET, Signed, 3009**

NUMBER	SIZE	HEIGHT	WIDTH
1	30" x 48"	48"	30"
2	30" x 48"	48"	30"

**MC SIGN COMPANY**  
1959 LYEERBLUD  
MENTON, OHIO 44050  
781-338-2771  
www.mc-sign.com

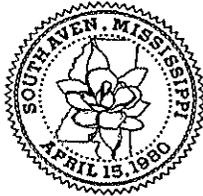
**FEES**

GOODMAN ROAD  
SOUTHAVEN, MS 38671

NOTE: PRINTS ARE THE EXCLUSIVE PROPERTY OF MC SIGN COMPANY. ANY UNAUTHORIZED USE OR REPLICATION WILL RESULT IN A 20% CHARGE PER OCCURRENCE FOR THE VALUE OF THE DISPLAY. © MC SIGN CO. 1993

**Sign On!**  
Partner with the best

# Minutes, City of Southaven, Southaven, Mississippi



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

City of Southaven City Hall  
Executive Board Room  
8710 Northwest Drive

<b>Date of Hearing:</b>	April 29, 2013
<b>Public Hearing Body:</b>	Planning Commission
<b>Applicant</b>	Jodie Wolfe 6969 McGowen Road Lake Comorant, MS 901-461-3409
<b>Location</b>	7931 Hwy 51 North
<b>Total Acreage</b>	NA
<b>Existing Zoning:</b>	Planned Commercial (C-4)
<b>Location of Conditional Use application:</b>	Same
<b>Definition for CUP:</b>	
<p><b>Consignment Shop</b></p> <p>"Establishments that offer for sale goods, new and used, that are owned by others. Consignment shops earn a profit by retaining a portion of the purchase price of the goods that are sold."</p> <p>Consignment shops shall be allowed by conditional use permit in the 51 and Main Street District</p>	
<b>Comprehensive Plan Designation:</b>	NA
<b>Staff Comments:</b>	The applicant is requesting a conditional use permit to allow a consignment shop to be located at 7931 Hwy 51. in the existing retail strip center on the northwest corner of Hwy. 51 and Custer. Per the above stated ordinance, the Main Street district which includes both sides of Hwy. 51, consignment shops are allowed via a conditional use permit.

# Minutes, City of Southaven, Southaven, Mississippi

There are no radius rules in regards to these uses.

**Staff Recommendation:**

The applicant has followed the required procedures in regards to the conditional use permit filing and public hearing process. That being said, staff recommends a one (1) year conditional use permit with a four (4) year extension to be renewed annually.

**Planning Commission  
Recommendation:**

**Motion made by:  
Seconded by:**

# Minutes, City of Southaven, Southaven, Mississippi

## CITY OF SOUTHAVEN

*Top of Mississippi*  
Office of the Mayor

GREG DAVIS  
MAYOR



8710 Northwest Drive  
Southaven, MS 38671  
Phone: 662.393.6939  
Fax: 662.393.7294  
mayor@southaven.com

June 18, 2013

Dear Board of Aldermen,

Please accept this letter as my resignation effective, Friday, June 28, 2013 at 5:00 p.m. I have enjoyed serving the citizens of Southaven over the last 16 years as Mayor, and I sincerely hope I have made a difference in their lives as I worked hard to make our city a great place to live and work. I was raised in Southaven, and it will always be very important to me. I wish the best to Mayor Musselwhite and the new Board as they continue to move Southaven forward. May God continue to bless each of them and this great city we call home.

With warm regards, I remain

Sincerely,

A handwritten signature in black ink, appearing to read "Greg Davis", is written over a horizontal line. The signature is stylized and somewhat cursive.

Greg Davis  
Mayor

# Minutes, City of Southaven, Southaven, Mississippi

**RESOLUTION OF SOUTHAVEN BOARD OF ALDERMEN APPOINTING  
MAYOR- ELECT DARREN MUSSELWHITE AS MAYOR  
EFFECTIVE JUNE 28, 2013 AT 5:00 P.M.**

There came for consideration before the City of Southaven Board of Alderman ("Board") the matter of the appointing a Mayor upon the resignation of Mayor Charles G. Davis, which shall occur on June 28, 2013 at 5:00 p.m. Mayor-Elect Darren Musselwhite was nominated by the Board to serve as Mayor of the City of Southaven ("City") effective at 5:00 p.m. on June 28, 2013. Following review and discussion and the recommendation of the Board, Alderman Guy offered and moved for the adoption of the following Resolution approving and adopting the proposed policy, to-wit:

**RESOLUTION OF SOUTHAVEN BOARD OF ALDERMEN APPOINTING  
MAYOR- ELECT DARREN MUSSELWHITE AS MAYOR EFFECTIVE JUNE  
28, 2013 AT 5:00 P.M.**

**WHEREAS**, Mayor Charles G. Davis has publicly and officially announced that he will resign as Mayor of the City on June 28, 2013 at 5:00 p.m.; and

**WHEREAS**, the date of Mayor Charles G. Davis's resignation from office will occur with less than six months remaining in his term; and

**WHEREAS**, pursuant to Mississippi Code Section 23-15-857, the Board is required to appoint a qualified person to a vacant mayor's position when there is not more than six months remaining in the term of office; and

**WHEREAS**, the Board after consideration of the matter and applicable Mississippi law hereby finds that Mayor-Elect Darren Musselwhite is qualified under Mississippi Code 23-15-857 to be appointed Mayor of the City.

**NOW, THEREFORE, IT IS HEREBY RESOLVED AND ORDERED** by the City Board that Mayor-Elect Musselwhite shall be appointed Mayor of the City effective June 28, 2013 at 5:00 p.m.

**AND FURTHER RESOLVED**, upon Mayor-Elect Musselwhite's appointment to the office of Mayor of the City that he shall be administered the oath of office specified in Section 268 of the Mississippi Constitution by a person qualified under Mississippi Code 11-1-1.

**AND FURTHER RESOLVED**, upon Mayor-Elect Musselwhite's appointment to the office of Mayor of the City that he shall have all powers, duties, rights, privileges and protections

# Minutes, City of Southaven, Southaven, Mississippi

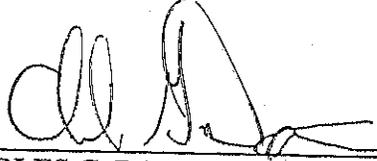
granted to the Mayor pursuant to The Mississippi Code of 1972 Annotated, as amended, modified and revised from time to time.

Alderman Cady seconded the motion, and the matter was put to a roll call vote with the result as follows:

Alderman Greg Guy	voted: YES
Alderman Lorine Cady	voted: YES
Alderman Ronnie Hale	voted: YES
Alderman George Payne	voted: YES
Alderman William Brooks	voted: ABSENT
Alderman Ricky Jobs	voted: ABSENT
Alderman Randall Huling	voted: YES

Having received a majority of affirmative votes, the Mayor declared that the Resolution was carried and adopted as set forth above on this the 18<sup>th</sup> day of June, 2013.

CITY OF SOUTHAVEN, MISSISSIPPI

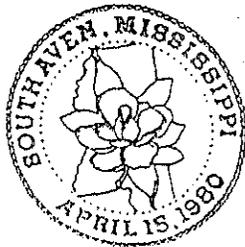
BY: 

CHARLES G. DAVIS, MAYOR

ATTEST:



CITY CLERK



# Minutes, City of Southaven, Southaven, Mississippi

## CITY OF SOUTHAVEN *Top of Mississippi*

710 Northwest Drive  
Southaven, MS 38671



Phone: 662.393.6939  
Fax: 662.393.7294

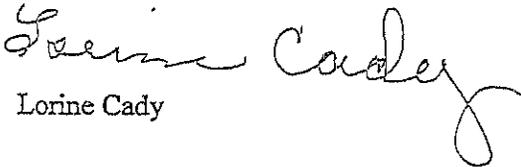
June 18, 2013

Board of Aldermen  
City of Southaven  
8710 Northwest Drive  
Southaven, MS 38671

Dear Aldermen,

This letter is to inform you that I will be retiring Friday, June 28, 2013. I have enjoyed serving as Alderman, Ward 1 and wish the best to the next administration.

Sincerely,

  
Lorine Cady

# Minutes, City of Southaven, Southaven, Mississippi

**Personnel Docket**  
June 18, 2013

<b>Payroll Additions</b>				
	<b>Position</b>	<b>Department</b>	<b>Start Date</b>	<b>Rate of Pay</b>
Marcus Threatt	Seasonal Laborer	Parks and Recreation - 411	June 10, 2013	\$7.50
Eric Belton	Seasonal Laborer	Parks and Recreation - 411	June 10, 2013	\$7.50
Kristin Ellis	Office Staff	Animal Control - 511	June 17, 2013	\$10.20
Cameron Lomonaco	Summer Intern	Information Technology - 150	TBD	\$8.00
<b>Payroll Deletions</b>				
	<b>Position</b>	<b>Department</b>	<b>Termination Date</b>	<b>Rate of Pay</b>
Darla Davis	Concessions	Parks and Recreation - 412	May 28, 2013	\$7.25
Morgan Pipkin	Concessions	Parks and Recreation - 412	May 28, 2013	\$7.25
Shauntel Rhymes	Dispatcher II	Police - 211	June 4, 2013	\$18.74
Samantha Kohler	Concessions	Parks and Recreation - 412	June 17, 2013	\$7.25
Grant Simoneaux	Concessions	Parks and Recreation - 412	June 17, 2013	\$7.25
Hunter Spears	Seasonal Laborer	Parks and Recreation - 411	June 17, 2013	\$7.50
<b>Payroll Adjustments</b>				
	<b>Previous Classification</b>	<b>New Classification</b>	<b>Effective Date</b>	<b>Rate of Pay</b>
Delaine Wingo	Concessions	Concessions Supervisor	June 17, 2013	\$8.00
Kellen Chalmers	Firefighter II	Firefighter III	June 24, 2013	\$14.68
Daniel Loomis	Firefighter II	Firefighter III	June 24, 2013	\$14.68
Leslie Duke	Firefighter II	Firefighter III	June 24, 2013	\$14.68
Sean Asbell	Firefighter II	Firefighter III	June 24, 2013	\$14.68
<b>Parks Tournament Additions</b>				
	<b>Position</b>	<b>Department</b>	<b>Start Date</b>	<b>Rate of Pay</b>
Kevin Hays	Grounds	Parks and Recreation - 412	June 4, 2013	\$7.25
Chad Waldrop	Grounds	Parks and Recreation - 412	June 4, 2013	\$7.25
Katelyn Foshee	Concessions	Parks and Recreation - 412	June 6, 2013	\$7.25
Zac Coleman	Gates	Parks and Recreation - 412	June 7, 2013	\$7.50
Abby Ellingburg	Gates	Parks and Recreation - 412	June 7, 2013	\$7.50
Cynthia Richmond	Concessions	Parks and Recreation - 412	June 13, 2013	\$8.00
Jessica Clayton *	Concessions	Parks and Recreation - 412	June 15, 2013	\$7.25

\* REHIRE

# Minutes, City of Southaven, Southaven, Mississippi

## LEASE CONTRACT

This Lease Contract, this day made and entered into by and between Advantage Companies, LLC, hereinafter referred to as the Lessor, and City of Southaven, hereinafter referred to as the Lessee.

### WITNESSETH THAT:

1. The Lessor does hereby lease and let unto the Lessee, for the period of time and under the terms and conditions hereinafter stated, a commercial building located at 2875 Stanton Road, Southaven, DeSoto County, Mississippi, together with the parking area inside the inner fence with the portion of the accompanying real property inside the inner fence generally shown on the plat attached hereto as Exhibit "A" and the personal property shown on the list attached hereto as Exhibit "B." The smaller warehouse type building behind the main building and the small utility type building are excluded from the lease. Lessor and its designees shall have access to those building upon notice to the Lessee and or may fence off the warehouse building and an area which would allow reasonable access to it and areas behind it. Lessor reserves the right to remove the water storage tanks and other improvements which are not being used by Lessee.

2. The term of this lease shall commence on the 19<sup>th</sup> day of June, 2013, and terminate on the 31<sup>st</sup> day of June, 2014. Thirty days prior to the expiration of the term of this Lease, a one year extension may be executed upon the same terms as this current lease. In the event, Lessor shall receive an offer acceptable to Lessor to purchase the property from a party other than the Lessee, Lessor shall notify the Lessee and Lessee shall have fourteen ("14") days to match the offer for purchase. In the event, Lessee does not match the offer, Lessor may convey the property to the third party purchaser and Lessee shall have not less than 60 days to vacate the premises from the date of notice to vacate is given by the Lessor.

# Minutes, City of Southaven, Southaven, Mississippi

The rent, which the Lessee does hereby promise and agree to pay to the Lessor, as and when it becomes due, shall be Five Thousand Dollars and 00/100 (\$5,000.00) per month throughout the term of the lease. Rent will be due and payable on the 1<sup>st</sup> day of each and every month for the term of the lease. Any rental payment not made at or before its maturity shall bear interest thereafter at the rate of 8% per annum until paid. No late rental payment shall bear interest until after the 15<sup>th</sup> day of the month. Rent shall be payable in advance, the first payment to be made on the 1<sup>st</sup> day of July, 2013, and all future payments to be made on the 1st day of each month thereafter to and through the term of the Lease. Rent payments shall be made payable to Advantage Companies, LLC.

3. In the event the Lessee shall make default in the payment of said rental when due, and such default shall continue for fifteen (15) or more days, or in the event the Lessee shall violate or fail to perform any other agreement contained herein, the Lessor may, at his option, cancel this Lease Contract. The Lessor may exercise said option by serving a written notice of cancellation, such notice to be served by being delivered personally to the Lessee or mailed to it by United States Mail, postage prepaid, certified mail or posting of such notice, the cancellation shall be complete, and this Lease Contract shall thereafter be null and void as to the portion of said term then unexpired. Written notices to Lessor shall be mailed to PO Box 276, 2540 Highway 51 S., Hernando, MS 38632

4. The Lessee agrees that immediately upon the expiration of or cancellation of this Lease Contract, Lessee shall surrender possession of said property to the Lessor in as good condition as when leased to the Lessee, usual wear and tear excepted. Lessee shall, at Lessee's expense, have the option to perform an inspection of the HVAC system before commencement of the lease. Upon completion of the inspection and in the event, repairs are warranted, Lessor

# Minutes, City of Southaven, Southaven, Mississippi

shall provide such repairs. Within the first seven (7) days of Lessee taking possession of the premises, Lessee shall be entitled to make a "punch list" of pre-existing defective conditions which Lessee shall have no obligation or duty to repair or be held responsible for at the end of the term of this Agreement. Lessee shall take the rental premises in "as is" condition. Lessor has disclosed that the electric gate is currently not operable for unknown reasons.

5. The Lessee agrees not to assign this lease or to sublet said property, in whole or in part, without the prior written consent of the Lessor.

6. The Lessor reserves the right to go upon said property at reasonable times with reasonable notice for the purpose of showing the same to prospective purchasers and otherwise looking after his interest.

7. The Lessee agrees not to commit nor permit waste to the property and Lessee shall at all times maintain the building, grass including grass outside the fence in the entry area between the leased premises and Stanton Road and parking area in a neat and presentable appearance.

8. No signs will be erected or installed without written approval of the Lessor.

9. The Lessee shall make no changes, alterations or additions about the premises or any improvements thereon without first obtaining written consent of the Lessor, which such consent shall not be unreasonably withheld, and in no event, to do anything that shall weaken the building now on the premises.

10. Lessor shall provide to Lessee the premises in "as is" condition and that Lessee shall utilize the premises for its intended purpose

11. The Lessee will insure said premises at its own expense, against loss by fire or natural hazards and carry such liability coverage as it currently has on its own properties and

# Minutes, City of Southaven, Southaven, Mississippi

name the Lessor as an additional insured. The Lessee shall be fully responsible for the insuring of his personal property and equipment maintained by him in and/or on the leased premises.

12. The Lessee will use and occupy said premises for police business and no other purpose unless agreed to in writing by the Lessor, and the Lessee will keep said demised premises in good condition and tenantable condition during said term.

13. The taking possession of the said premises by the Lessee shall be conclusive evidence as against the Lessee that said premises were in good and satisfactory condition when possession of the same was so taken, and the Lessee will, at the termination of this lease, by lapse of time or otherwise, return said premises to the Lessor in as good condition as when received, ordinary wear expected.

14. The Lessee will not in any manner deface or injure said building or any part thereof; the Lessee will comply with all governmental, health and police requirements and regulations respecting said premises including but not limited to federal, state and city regulations, statutes and ordinances.

15. Lessee agrees that it shall be responsible for the payment of all utilities, including water, gas, electricity, telephone, heat and other services rendered to the premises and it shall pay all deposits charged for said services. Lessee further agrees to be responsible for security systems. Lessor shall be responsible for all structural and roof repairs.

16. The Lessee shall be fully responsible for the payment of all personal property taxes assessed against the Lessee's personal property and equipment located on the demised premises and the Lessor shall have no liability for the payment of said tax. Lessor shall be responsible for all real property taxes on the property.

17. Any and all permanent improvements made to the premises during the term

# Minutes, City of Southaven, Southaven, Mississippi

hereof shall belong to the Lessor, except trade fixtures of the Lessee. Lessee may, upon termination hereof, remove all of his trade fixtures, but shall repair or pay for all repairs necessary for damages to the premises occasioned by removal.

18. In case suit should be brought for the recovery of the premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, to the extent allowed by law, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

19. No failure of Lessor to enforce any term or provision hereof shall be deemed to be a waiver by the Lessor for any subsequent default by the Lessee.

20. It is hereby covenanted between the parties hereto that all covenants, conditions, agreements and undertakings in this lease shall extend to and be binding on the respective heirs, executors, administrators, successors and/or assigns of the respective parties hereto, the same as if they were in every case named and expressed; also the term "Lessor" and "Lessee" shall be construed in the singular or plural number accordingly as they represent one or more than one person. WITNESS the signatures of the Lessor and Lessee in duplicate originals on this the \_\_\_\_ day of June, 2013.

Lessor:

ADVANTAGE COMPANIES, LLC

Lessee:

CITY OF SOUTHAVEN

BY: \_\_\_\_\_  
William A. Brown, Member

BY: \_\_\_\_\_  
Mayor Charles G. Davis

# Minutes, City of Southaven, Southaven, Mississippi

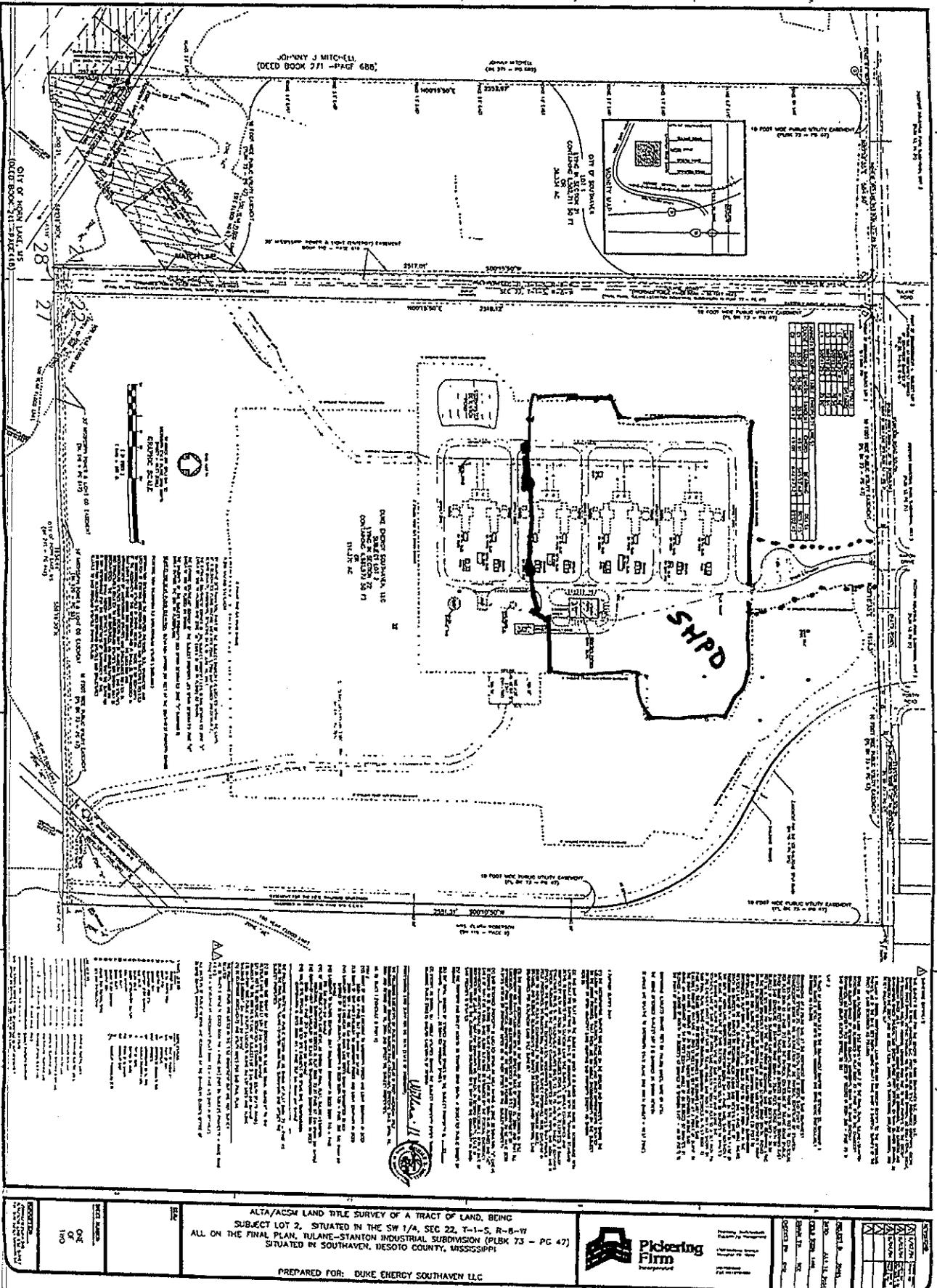
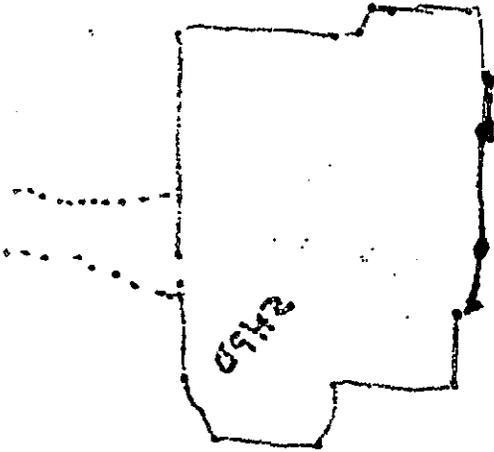


Exhibit 'A'

Minutes, City of Southaven, Southaven, Mississippi



# Minutes, City of Southaven, Southaven, Mississippi

## City of Southaven Docket of Claims



Warrant #: C-061813 & W-061813

City of Southaven Claims Docket  
Warrant #: C-061813 & W-061813

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<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
34462	0	203030	424	A TO Z ADVERTISING	D ROSENBERG 2013 ALLOT	\$172.00
34492	0	203102	424	A TO Z ADVERTISING	EXPLORER HATS	\$217.87
34459	0	203026	424	A TO Z ADVERTISING	G PRUITT POLO'S	\$79.92
34546	0	203059	424	A TO Z ADVERTISING	SAFETY CITY	\$148.80
5230	0	203065	12445	ACCURATE LAW ENFOR	FOREND LIGHTS	\$720.00
5235	0	203057	12445	ACCURATE LAW ENFOR	G STURGHILL BIKE PATROL	\$117.00
5234	0	203066	12445	ACCURATE LAW ENFOR	K SNYDER BIKE PATROL	\$117.00
5220	0	203068	12445	ACCURATE LAW ENFOR	S FERGUSON 2013 ALLOT	\$133.98
061213	0	202852	10184	ACKERMAN JOHNNY	UMPIRE	\$284.00
061113	0	202790	10184	ACKERMAN JOHNNY	UMPIRE	\$290.00
060913	0	202961	19960	ACREE TAMMY	SCOREKEEPER	\$90.00
C5192	0	202596	13494	ACTION PLUMBING	SHOWER REPAIR	\$800.00
24158	0	202258	17859	ADAMS HOMES LLC		\$36.02
24175	0	202275	20290	ADAMS JAMES		\$22.04
9016204308	0	202321	6479	AIRGAS MID SOUTH	50 LBS HOBBS	\$190.10
9016204307	0	202320	6479	AIRGAS MID SOUTH	RAD	\$27.05

City of Southaven Claims Docket  
Warrant #: C-061813 & W-061813

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<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
060913	0	202962	18636	ALEXANDER ASHLEY	SCOREKEEPER	\$96.00
24187	0	202287	20301	ALEXANDER ELLEN WILS		\$37.37
24204	0	202304	20318	ALEXANDER REGINA		\$16.02
24181	0	202281	20295	ALLEN WILLIAM		\$111.02
407665	0	202424	118	AMERICAN FLAG & POLE	FLAGPOLE GROMMETT RUBBER	\$44.23
3018027221	0	202319	9669	AMERIGAS	SNOWDEN BALL PARK	\$187.22
060913	0	202963	19805	AMSDEN GARRETT	SCOREKEEPER	\$20.00
061213	0	202853	14489	ANDERSON GREGORY	UMPIRE	\$305.00
060913	0	202964	19817	ANGLIN WILLIAM F	SCOREKEEPER	\$40.00
061213	0	202854	9350	APPLING JAMES	UMPIRE	\$139.00
581-4850167	0	202602	156	ARAMARK UNIFORM SERV	MATS @ CITY HALL	\$190.46
581-4856781	0	202548	156	ARAMARK UNIFORM SERV	MATS @ COURT	\$90.17
581-4853392	0	202578	156	ARAMARK UNIFORM SERV	RUBBER MATS	\$90.17
581-4856782	0	202515	156	ARAMARK UNIFORM SERV	RUBBER MATS	\$190.46
581-4853393	0	202579	156	ARAMARK UNIFORM SERV	RUBBER MATS	\$190.46
060713	108550	202310	20324	ARMSTRONG KELLY	ARMSTRONG VS. CITY OF SOUTHAVEN	\$687.00
226	0	202702	18967	ARROW DISPOSAL	REFUSE SERVICE MAY 2013	\$87,402.18
28083670613	0	202703	13136	AT&T	PHONE SERVICES	\$177.93
393500560613	0	202704	13136	AT&T	PHONE SERVICES - PARKS	\$151.36
030381480613	108560	202671	166	AT&T	PHONE SERVICES - CITY HALL	\$408.77
030047420613	108560	202672	166	AT&T	PHONE SERVICES - FIRE	\$134.00
052813	0	202341	1167	AT&T MOBILITY	ACCT 6522800258	\$57.32

# Minutes, City of Southaven, Southaven, Mississippi

City of Southaven Claims Docket  
Warrant #: C-061813 & W-061813

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<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
301501770613	0	202759	1145	ATMOS ENERGY	1320 BROOKHAVEN DR	\$22.39
301693930713	0	203245	1145	ATMOS ENERGY	1940 STATELINE RD W	\$109.29
301698310713	0	202761	1145	ATMOS ENERGY	385 STATELINE RD	\$165.94
301525330613	108561	202673	1145	ATMOS ENERGY	7360 HWY. 51 N. - PARKS	\$2,157.43
301711680613	108561	202668	1145	ATMOS ENERGY	8691 NORTHWEST DR - POLICE	\$162.08
301501790613	108561	202666	1145	ATMOS ENERGY	8710 NORTHWEST DR - PARKS	\$219.48
301637420613	108561	202669	1145	ATMOS ENERGY	8779 WHITWORTH	\$37.91
301775640613	108561	202667	1145	ATMOS ENERGY	8779 WHITWORTH DR - POLICE	\$36.42
060913	0	202965	19802	AURELI AMANDA MARIE	SCOREKEEPER	\$120.00
060913	0	202966	17519	AUSTIN KIMBERLY	SCOREKEEPER	\$130.00
060913	0	202967	10289	AUSTIN LEE	SCOREKEEPER	\$170.00
061213	0	202855	14528	AUTRY RICKY	UMPIRE	\$369.00
24203	0	202303	20317	AVENT SCOTT		\$25.00
24176	0	202276	20291	BARGERY CHRIS		\$31.36
060913	0	202938	9854	BARNETT PHILIP	UMPIRE	\$227.50
060913	0	202968	16045	BARTLEY COURTNEY	SCOREKEEPER	\$266.00
374-10149301	0	203047	13650	BATTERIES PLUS	BATTERIES FOR SWAT	\$124.50
061213	0	202856	9480	BAXTER ED	UMPIRE	\$653.00
061213	0	202857	8764	BEASLEY GARY	UMPIRE	\$134.00
21738	0	202805	12873	BEETHOVEN & COMPANY	ORCHESTRA	\$251.41
061213	0	202858	18711	BENBOW RAYMOND	UMPIRE	\$285.00
151451	0	202336	268	BEST CHANCE JANITOR	SOAP/BLEACH	\$504.52

City of Southaven Claims Docket  
Warrant #: C-061813 & W-061813

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<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
151286	0	202535	268	BEST CHANCE JANITOR	TOWELS, TISSUE, NABC ETC.	\$2,416.32
052813	0	202697	217	BILL SEXTON APPRISAL	FOX CASE	\$525.00
060613	0	202720	20332	BIVINS CLARA D	POLL WORKER - GENERAL ELECTION	\$100.00
061113	0	202792	16175	BLACK DAVID	UMPIRE	\$115.00
061213	0	202859	16175	BLACK DAVID	UMPIRE	\$660.00
060913	0	202969	19799	BLAKELY EMILY	SCOREKEEPER	\$96.00
68	0	202390	19244	BLANN, JR JAMES H	MARTIAL ARTS	\$30.00
2142	0	203136	20065	BLC OF MS LLC	1140 HALEVILLE DR	\$84.00
2146	0	203130	20065	BLC OF MS LLC	1144 RICHLAND	\$84.00
2155	0	203165	20065	BLC OF MS LLC	1619 STATELINE	\$168.00
2156	0	203166	20065	BLC OF MS LLC	1765 MADISON	\$84.00
2137	0	203149	20065	BLC OF MS LLC	1839 CUSTER	\$84.00
2158	0	203168	20065	BLC OF MS LLC	1883 CRESENT LANE	\$84.00
2140	0	203145	20065	BLC OF MS LLC	2109 CRESTHILL	\$84.00
2134	0	203153	20065	BLC OF MS LLC	2220 ASHLAND	\$84.00
2138	0	203148	20065	BLC OF MS LLC	2273 ASHLAND	\$84.00
2135	0	203152	20065	BLC OF MS LLC	2381 COLONIAL HILLS	\$168.00
2180	0	203175	20065	BLC OF MS LLC	25965 S CHERRY DR	\$84.00
2149	0	203127	20065	BLC OF MS LLC	26 HILLBROOK	\$84.00
2174	0	203170	20065	BLC OF MS LLC	2845 MARKSTON COVE	\$84.00
2178	0	203173	20065	BLC OF MS LLC	2880 MALABAR PL	\$84.00
2181	0	203176	20065	BLC OF MS LLC	2918 S CHERRY DR	\$84.00

# Minutes, City of Southaven, Southaven, Mississippi

City of Southaven Claims Docket  
Warrant #: C-061813 & W-061813

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<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
2179	0	203174	20065	BLC OF MS LLC	2964 S CHERRY DR	\$84.00
2173	0	203169	20065	BLC OF MS LLC	3298 FOREST BEND	\$168.00
2177	0	203172	20065	BLC OF MS LLC	3373 CHAMPION HILLS DR	\$84.00
2175	0	203194	20065	BLC OF MS LLC	3393 JACOB LN	\$84.00
2176	0	203171	20065	BLC OF MS LLC	4618 NICHOLAS LANE	\$84.00
2188	0	203183	20065	BLC OF MS LLC	5115 PEPPERCHASE	\$328.00
2182	0	203177	20065	BLC OF MS LLC	5424 KAYLA DR	\$84.00
2187	0	203182	20065	BLC OF MS LLC	5641 CASEY LN	\$168.00
2183	0	203178	20065	BLC OF MS LLC	5762 ALEXANDRIA LN	\$84.00
2186	0	203181	20065	BLC OF MS LLC	5787 ALEXANDRIA	\$84.00
2184	0	203179	20065	BLC OF MS LLC	5941 ALEXANDRIA LN	\$84.00
2185	0	203180	20065	BLC OF MS LLC	5983 ALEXANDRIA	\$84.00
2152	0	203161	20065	BLC OF MS LLC	7474 GREENBROOK PKWY	\$84.00
2143	0	203134	20065	BLC OF MS LLC	7701 CHESTERFIELD S	\$84.00
2145	0	203132	20065	BLC OF MS LLC	7710 CHESTERFIELD S	\$84.00
2154	0	203164	20065	BLC OF MS LLC	800 OLD FORGE RD	\$168.00
2150	0	203126	20065	BLC OF MS LLC	8105 MARTHA ANN	\$84.00
2151	0	203160	20065	BLC OF MS LLC	8241 ASHBROOK	\$84.00
2139	0	203146	20065	BLC OF MS LLC	8314 WHITEHEAD	\$84.00
2144	0	203133	20065	BLC OF MS LLC	8348 CHESTERFIELD	\$84.00
2133	0	203154	20065	BLC OF MS LLC	8362 COLONIAL HILLS	\$84.00
2132	0	203156	20065	BLC OF MS LLC	8530 HWY 301	\$84.00

City of Southaven Claims Docket  
Warrant #: C-061813 & W-061813

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<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
2153	0	203163	20065	BLC OF MS LLC	8615 BRIDGEWOOD	\$168.00
2136	0	203150	20065	BLC OF MS LLC	8652 KINARD CV	\$84.00
2141	0	203143	20065	BLC OF MS LLC	8687 YORKTOWN	\$84.00
2131	0	203157	20065	BLC OF MS LLC	8925 BENT GRASS LOOP W	\$84.00
2148	0	203128	20065	BLC OF MS LLC	9066 LACEY DR	\$84.00
2130	0	203158	20065	BLC OF MS LLC	9147 PREAKNESS	\$84.00
2157	0	203167	20065	BLC OF MS LLC	CHERRY CREEK DR	\$84.00
2195	0	203193	20065	BLC OF MS LLC	FLOOD WORK	\$1,196.00
2193	0	203076	20065	BLC OF MS LLC	LAWN MAINT AT TRAINING CTR	\$925.00
2194	0	203191	20065	BLC OF MS LLC	MDOT - INTERSTATE AREA	\$1,192.00
2147	0	203129	20065	BLC OF MS LLC	PARCEL 1087260000000503	\$292.00
2189	0	203185	20065	BLC OF MS LLC	PARCEL 2081010000000213	\$328.00
2190	0	203186	20065	BLC OF MS LLC	PARCEL 208101100001500	\$470.00
2182	0	203189	20065	BLC OF MS LLC	PARCEL 208101100002600	\$328.00
2191	0	203188	20065	BLC OF MS LLC	PARCEL 208101100002700	\$328.00
060913	0	202970	19366	BLEDSOE LUCAS	SCOREKEEPER	\$84.00
2051421	0	202420	312	BOB LADD & ASSOCIATE	BELT	\$14.68
2051422	0	202426	312	BOB LADD & ASSOCIATE	BELT DRIVE / STARTER	\$241.56
2051418	0	202417	312	BOB LADD & ASSOCIATE	BRAKE MOUNTING BLOCK	\$52.36
SI019477	0	202606	312	BOB LADD & ASSOCIATE	GOLF CART REPAIRS	\$566.30
2051420	0	202419	312	BOB LADD & ASSOCIATE	KIT	\$122.32
2051419	0	202418	312	BOB LADD & ASSOCIATE	MICRO V-BELT / PULLEY	\$66.01

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2051417	0	202416	312	BOB LADD & ASSOCIATE	SWITCH	\$70.19
2051423	0	202427	312	BOB LADD & ASSOCIATE	WASHER/HYD FILTER	\$295.93
2051416	0	202415	312	BOB LADD & ASSOCIATE	WHEEL CYLINDER	\$152.74
2142	0	202435	10680	BOB'S TIE YARD	HORN LAKE RD BRIDGE	\$595.60
2141	0	202437	10680	BOB'S TIE YARD	REPAIRS TO HORN LAKE RD BRIDGE	\$2,700.00
13-105736	0	203208	14574	BOILER & PRESSURE VE	FIRED STG WATER HEATER	\$270.00
061213	0	202860	18938	BOLER JOEY	UMPIRE	\$255.00
060913	0	202971	17523	BOLT THERESA	SCOREKEEPER	\$190.00
061113	0	202794	14504	BOREN, STEPHEN	UMPIRE	\$75.00
061213	0	202861	14504	BOREN, STEPHEN	UMPIRE	\$80.00
061213	0	202862	1043	BOSLEY, JEFF	UMPIRE	\$224.00
81102458	0	202538	582	BOUND TREE MEDICAL	FRIDGES FOR UNITS	\$3,067.68
81096572	0	202539	582	BOUND TREE MEDICAL	MEDICAL SUPPLIES	\$1,035.30
061113	0	202837	19951	BOYLAN GLENN	UMPIRE	\$105.00
060913	0	202939	19951	BOYLAN GLENN	UMPIRE	\$455.00
061113	0	202838	18755	BOYLAN JESSIE LEE	UMPIRE	\$105.00
060913	0	202940	18755	BOYLAN JESSIE LEE	UMPIRE	\$487.50
060913	0	202972	19819	BRADFORD WILL	SCOREKEEPER	\$72.00
24155	0	202255	18896	BRAMBLES RETIREMENT		\$37.37
24156	0	202256	18896	BRAMBLES RETIREMENT		\$50.00
24167	0	202267	19197	BRANNON BUILDERS - C		\$36.02
24184	0	202284	20298	BREDOSKY GARY & CARO		\$26.70

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060913	0	202973	18631	BROWN ALISSA JORDAN	SCOREKEEPER	\$20.00
060913	0	202974	18625	BROWN BELLE	SCOREKEEPER	\$86.00
5983498	0	202701	663	BULLFROG AMOCO	MATERIALS	\$80.00
060613	0	202725	20328	BULLOCK TOM	BALIFF - GENERAL ELECTION	\$100.00
061213	0	202863	8233	BURCHYETT TYLER	UMPIRE	\$325.00
053113	0	202523	17256	BUSHBY PHIL	REIMBURSE VET STUDENT MEALS	\$59.79
STMT538624	0	202551	17086	BUTLER SNOW	PROFESSIONAL SERVICES 5/2013	\$3,375.82
STMT538622	0	202572	17086	BUTLER SNOW	PROFESSIONAL SERVICES 5/2013	\$12,500.00
060613	0	202528	8614	BUTTS BETTY D.	POLL WORKER - GENERAL ELECTION	\$100.00
11886201	0	202386	1056	BWI MEMPHIS	FIELD MARKER	\$571.64
11901799	0	202714	1056	BWI MEMPHIS	RUBIGAN, ROUNDUP, VESSEL, SURFAC	\$4,000.00
11901809	0	202713	1056	BWI MEMPHIS	RUBIGAN, ROUNDUP, VESSEL, SURFAC	\$27,530.40
11852995	0	202619	1056	BWI MEMPHIS	TURFACE	\$3,480.00
24163	0	202263	20286	BYNUM ENTERPRISES, L		\$37.28
061113	0	202796	20226	CADENHEAD CODY	UMPIRE	\$50.00
24192	0	202292	20308	CAHILL CANDACE		\$37.37
924458944	0	202423	6738	CALLAWAY GOLF	GLOVES	\$127.49
924458998	0	202425	6738	CALLAWAY GOLF	WARBIRD 12B PK	\$469.92
24152	0	202252	20284	CAPPS ALICIA		\$36.02
1897-175633	0	202568	993	CARQUEST AUTO PARTS	CREDIT	\$-26.01
1897-175212	0	202567	993	CARQUEST AUTO PARTS	MATERIALS FOR SHOP	\$26.01
060613	0	202547	20253	CARRIERE MICHELLE	RECEIVING MANAGERE - GENERAL ELECTION	\$120.00

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061213	0	202864	16900	CAYGLE CRAIG	UMPIRE	\$273.00
STMT634607	0	202576	14437	CB RICHARD ELLIS COR	LEASE 6/2013 COURT PARKING	\$416.67
060413	0	203259	4288	CELLULAR SOUTH	CELL PHONES	\$7,508.63
R88732	0	203211	7766	CENTRAL PIPE SUPPLY,	(STOCK ITEMS) 4" SEWER POP OFF	\$18.22
060913	0	202975	13220	CHAFFIN, DANIELLE	SCOREKEEPER	\$130.00
060613	0	202557	20149	CHAMBERS EDNA F	POLL WORKER - GENERAL ELECTION	\$100.00
053113	0	203055	5829	CHANDLER RICHARD	PER DIEM - BILOXI MS	\$295.00
061213	0	202865	8913	CLABO DARIEN	UMPIRE	\$273.00
061213	0	202865	18757	CLAYTON DONNIE	UMPIRE	\$175.00
061113	0	202797	18757	CLAYTON DONNIE	UMPIRE	\$222.50
061113	0	202839	10287	CLYNES DENNIS	UMPIRE	\$140.00
061213	0	202867	10287	CLYNES DENNIS	UMPIRE	\$196.00
1038745009	0	202496	630	COCA-COLA ENTERPRISE	COKE FOR RESELL	\$7,962.36
1038660807	0	202494	630	COCA-COLA ENTERPRISE	COKES FOR RESELL	\$3,955.74
1038746006	0	202483	630	COCA-COLA ENTERPRISE	COKES FOR RESELL	\$6,058.98
1038746605	0	202620	630	COCA-COLA ENTERPRISE	COKES FOR RESELL	\$6,622.14
24177	0	202277	20292	COKER K G		\$125.00
061213	0	202868	6659	COLEMAN EDWARD A	UMPIRE	\$553.00
060913	0	202941	15337	COLLINS TIMOTHY	UMPIRE	\$130.00
053113	108118	202213	2351	COMCAST	RUTLAND POINTE WATER TOWER	\$112.50
910908010613	108562	202665	2351	COMCAST	SCADA SERVICE 2543 GEM ST.	\$430.73
673341010613	108563	202680	2351	COMCAST	INTERNET - 2101 COLONIAL HILLS DR - PARKS	\$387.88

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899023010613	108563	202471	2351	COMCAST	INTERNET - 5240 GETWELL - UTILITIES	\$172.10
050313	0	202544	4852	COMFORT SUITES	GULF SOUTH HOTEL ROOMS	\$2,589.74
1117236	0	202611	2343	COMMERCIAL APPEAL	FISHING RODEO ADS	\$1,568.39
1117235	0	202612	2343	COMMERCIAL APPEAL	WOMENS SOFTBALL ADS	\$282.73
199415	0	203044	543	COMSERV SERVICES	3072 INSTALL	\$1,157.00
38290	0	202699	17845	CONCERN	MONTHLY BILLING	\$412.50
24194	0	202294	20308	CONFER BRENDA		\$16.69
9249	0	203236	5606	CONTROLLED SYSTEM CO	PLC FOR STEWARTSHIRE PUMP STATION	\$872.49
061113	0	202799	2751	COOK GEORGE	UMPIRE	\$65.00
061213	0	202869	2751	COOK GEORGE	UMPIRE	\$272.00
060913	0	203008	16122	COOK NICOLE	SCOREKEEPER	\$60.00
061213	0	202870	1073	COOPER JAMES	UMPIRE	\$150.00
24186	0	202285	20300	COOPER MICHAEL ALLEN		\$37.37
278500	0	203099	836	COUNTRY FORD INC	3050 COOLING FAN, THERMOSTAT	\$931.44
278802	0	203058	836	COUNTRY FORD INC	3054 ALIGNMENT	\$88.23
278666	0	203051	836	COUNTRY FORD INC	3059 AXLE REPAIR	\$711.73
202357	0	202785	836	COUNTRY FORD INC	TRUCK 869 FUSES	\$37.80
053113	0	203056	1231	COX, JOHNNY	PER DIEM - BILOXI MS	\$295.00
307400000027	0	202361	19311	CREDIT BUREAU SYSTEM	MAY 2013 EMS COLLECTIONS	\$1,104.60
061213	0	202871	20069	CRISPINO JOEY	UMPIRE	\$60.00
MAY2013	0	202403	962	CRIME STOPPERS	MONTHLY COLLECTION	\$1,479.84
657470689	0	203073	19948	CRITICAL ALERT	PAGERS - SPD	\$622.28

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P17622	0	202786	223	CROWS TRUCK SERVICE	MATERIALS FOR SHOP	\$4.20
24207	0	202307	20321	CRUM MICHAEL		\$50.00
05-315089	0	202346	18557	CUBE ICE INC.	ICE	\$135.00
01-311290	0	202344	18557	CUBE ICE INC.	ICE	\$195.00
01-311291	0	202345	18557	CUBE ICE INC.	ICE	\$210.00
04-310823	0	202382	18557	CUBE ICE INC.	ICE	\$295.00
04-310865	0	202614	18557	CUBE ICE INC.	ICE	\$350.00
1309	0	202793	12576	D&J'S CLEANING SERVI	CLEANING AT P.W.	\$225.00
1305	0	202594	12576	D&J'S CLEANING SERVI	CLEANING AT PUBLIC WORKS	\$225.00
1304	0	202593	12576	D&J'S CLEANING SERVI	CLEANING AT SPAC	\$100.00
1308	0	202798	12576	D&J'S CLEANING SERVI	CLEANING AT SPAC	\$100.00
1303	0	202592	12576	D&J'S CLEANING SERVI	CLEANING AT SPAC	\$150.00
1307	0	202802	12576	D&J'S CLEANING SERVI	CLEANING AT SPAC	\$150.00
1308	0	202795	12576	D&J'S CLEANING SERVI	MONTHLY CLEANING AT P.D.	\$995.00
060913	0	202942	14960	DAHLKE JERRY	UMPIRE	\$325.00
061113	0	202809	10197	DANIEL TYLER	UMPIRE	\$213.75
061213	0	202872	10197	DANIEL TYLER	UMPIRE	\$235.00
24136	0	202236	20268	DARDEN RESTUARANTS		\$84.58
24135	0	202235	20268	DARDEN RESTUARANTS		\$100.00
060913	0	202976	11755	DAVIS BROOKE	SCOREKEEPER	\$180.00
061113	0	202840	11755	DAVIS BROOKE	UMPIRE	\$180.00
061113	0	202803	16709	DAVIS DANIEL	UMPIRE	\$33.75

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061213	0	202873	16709	DAVIS DANIEL	UMPIRE	\$274.00
061113	0	202801	13391	DAVIS, PERRY	UMPIRE	\$235.00
061113	0	202804	19952	DAWS KEN C	UMPIRE	\$202.50
060613	0	202554	18131	DELASHMIT, ROBERT E	BALIFF - GENERAL ELECTION	\$100.00
060313	0	202407	963	DEPT OF PUBLIC SAFET	MAY 2013 IWRCP COLLECTION	\$4,624.15
060313	108119	202214	633	DESOTO COUNTY CIRCUI	"JOHNSON V. CITY OF SOUTHAVEN"	\$10,795.00
99551	0	203218	7507	DESOTO COUNTY ECONOM	LUNCHEON - R SMITH	\$10.00
142631	0	203060	182	DESOTO FAMILY MEDICA	J BOND EMPLOYMENT SCREENING	\$80.00
142807	0	203062	182	DESOTO FAMILY MEDICA	J PARDUE EMPLOYMENT SCREENING	\$80.00
142713	0	203064	182	DESOTO FAMILY MEDICA	RAINBOLT EMPLOYMENT SCREENING	\$80.00
053113	0	202430	1185	DESOTO TIMES-TRIBUNE	FISHING RODEO/WOMENS SOFTBALL	\$979.36
300043075	0	202391	1185	DESOTO TIMES-TRIBUNE	NTB: PLUM POINT SEWER EXP	\$63.30
S1218128	0	202537	899	DLT SOLUTIONS INC	AUTOCAD 2013 UPGRADE FOR BUTCH	\$2,233.20
50354	0	202610	7947	DOMINO'S PIZZA	PIZZA	\$204.00
2013000595	0	202442	17266	DOOR PRO, INC	STATION 1	\$140.00
24127	0	202227	20260	DRAKE CHRIS & CHARLO		\$33.79
060913	0	202943	12331	DUBOISE DALE	UMPIRE	\$390.00
061213	0	202874	14597	DUNCAN CATHY C	UMPIRE	\$142.00
060913	0	202944	14597	DUNCAN CATHY C	UMPIRE	\$487.50
052913	0	202314	20326	DUNCAN KEENA	BUILDING REFUND	\$100.00
060913	0	202977	18598	DUNLAP RACHEL	SCOREKEEPER	\$100.00
061213	0	202875	10752	EASLEY JEREMY	UMPIRE	\$350.00

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24189	0	202289	20303	ECHOLS WYTISHAL		\$125.00
92895496	0	202617	16484	ECOLAB EQUIPMENT	ICE MACHINE REPAIRS	\$492.63
061213	0	202876	14906	EDGE JEFFREY	UMPIRE	\$520.00
24195	0	202285	20309	EDWARDS SADIE		\$50.00
406852	0	202397	17659	EEP	ADAPTERS FOR ENGINES	\$420.00
406863	0	202394	17659	EEP	E1 SWTCH	\$57.02
406936	0	203216	17659	EEP	LIGHTS	\$307.52
406853	0	202396	17659	EEP	STATION 1 HALOGEN BULBS	\$70.50
406865	0	202395	17659	EEP	T3 GAUGE	\$76.67
406796	0	202371	17659	EEP	U1 DOOR CHECK	\$33.59
060913	0	202978	17412	ELDRED KALEY	SCOREKEEPER	\$136.00
7033	0	202780	13181	ELDRIDGE SERVICES	BROOKHAVEN TENANT PROP. REPAIRS	\$85.00
A208661	0	202360	14581	ELECTRONIC VAULTING	HVAC MAY 2013 OFFSITE BACKUP	\$1,900.00
196	0	202398	12561	EMERGENCY MEDICAL RE	JUNE 2013 MED CONTROL	\$1,500.00
060913	0	202979	18633	ENGLISI EMILY	SCOREKEEPER	\$30.00
060913	0	202945	13427	ENNIS, DENIS	UMPIRE	\$487.50
508813090713	0	203083	966	ENTERGY	1005 CHURCH W RD	\$24.48
176270840713	0	203103	966	ENTERGY	170 COLLEGE RD	\$3,385.63
439811820713	0	202880	966	ENTERGY	1903 STARLANDING RD LAKES OF NICHOLAS	\$42.04
874908840713	0	202885	966	ENTERGY	2017 STARLANDING RD E WTR TWR	\$139.75
663870340713	0	203079	966	ENTERGY	249 GOODMAN RD W	\$74.87
107599950713	0	203075	966	ENTERGY	2543 GEM ST	\$36.14

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876464100713	0	202884	966	ENTERGY	2560 STARLANDING RD	\$51.51
571531320713	0	202891	966	ENTERGY	2768 BLACK ROCK RD	\$33.63
761941740713	0	203096	966	ENTERGY	303 LONG ST	\$118.81
187578310713	0	203098	966	ENTERGY	3401 WOODLAND TRACE NORTH	\$142.99
168377830713	0	203090	966	ENTERGY	4005 COLLEGE RD	\$20.67
792402060713	0	203122	966	ENTERGY	4154 DAVIS RD ST CLAIR LIFT STATION SEWER LIFT	\$29.99
176259480713	0	203089	966	ENTERGY	4446 AIRWAYS BLVD	\$1,175.25
168531520713	0	203123	966	ENTERGY	483 CHURCH RD	\$28.43
168380050713	0	203092	966	ENTERGY	4830 AIRWAYS BLVD	\$18.32
168329410713	0	203204	966	ENTERGY	5140 TCHULAHOMA RD	\$17.10
894172160713	0	203203	966	ENTERGY	5577 GETWELL RD	\$31.22
168517350713	0	203124	966	ENTERGY	5795 PEPPERCHASE DR	\$44.11
980501800713	0	203118	966	ENTERGY	5813 PEPPERCHASE DR	\$10.55
168331210713	0	203120	966	ENTERGY	5813 PEPPERCHASE DR	\$1,425.55
153749520713	0	203205	966	ENTERGY	6050 ELMORE RD	\$907.06
176235700713	0	203088	966	ENTERGY	6052 ELMORE CD SIREN	\$23.80
108163820713	0	203125	966	ENTERGY	6145 AIRWAYS BLVD	\$43.16
176247430713	0	203086	966	ENTERGY	6200 GETWELL CD SIREN	\$23.73
594788670713	0	203084	966	ENTERGY	6345 AIRWAYS BLVD	\$33.30
594789410713	0	203085	966	ENTERGY	6610 AIRWAYS BLVD	\$24.25
109098180613	0	202566	966	ENTERGY	6674 GETWELL RD	\$682.13
637991830713	0	203082	966	ENTERGY	6715 HOSPITALITY RD	\$119.84

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190456650713	0	203200	966	ENERGY	6845 MCCAIN DR	\$10.57
168367020713	0	203184	966	ENERGY	6854 TCHULAHOMA RD	\$161.28
585229540713	0	203077	966	ENERGY	6875 AIRWAYS BLVD	\$24.16
850563980713	0	203078	966	ENERGY	750 BROOKSIDE RD	\$18.78
527304700713	0	203087	966	ENERGY	85 CHURCH RD E	\$26.96
912245350713	0	203081	966	ENERGY	992 CHURCH RD E	\$20.89
168508850713	0	203192	966	ENERGY	AIRWAYS AND RASCO	\$35.15
854916600713	0	203080	966	ENERGY	CHANCEY COVE LOT 4	\$79.55
168368840713	0	203187	966	ENERGY	CHAPARRAL LN PARK	\$58.08
381246240713	0	203196	966	ENERGY	CHERRY VALLEY PK	\$35.03
167139680713	0	203199	966	ENERGY	CHURCH RD @ GETWELL RD	\$40.27
167132400713	0	203198	966	ENERGY	CHURCH RD @ I-55	\$55.45
605725280713	0	203108	966	ENERGY	GROVE MEADOWS LIFT STATION	\$50.65
168514610713	0	203195	966	ENERGY	HUNTERS GLEN ST	\$22.34
605724760713	0	203112	966	ENERGY	LEGENDS LAGOON	\$246.40
190757040713	0	203121	966	ENERGY	MS 302 & TCHULAHOMA RD	\$63.77
168386170713	0	203190	966	ENERGY	SNOWDON PARK	\$119.53
150849670713	0	203206	966	ENERGY	ST LTS CITY MAINT.	\$331.96
163447490713	0	203202	966	ENERGY	SWEET FLAG LOOP	\$16.34
157666700713	0	203105	966	ENERGY	SWEETWATER ST	\$479.00
168350190713	0	203201	966	ENERGY	T L MILLBRANCH ST LINE	\$80.75
193387140713	0	203115	966	ENERGY	TURMAN DR	\$128.29

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162933590713	0	203197	966	ENERGY	WHITWORTH AND ST LINE RD	\$68.93
187576580713	0	203101	966	ENERGY	WOODLAND TRACE SOUTH	\$12.33
9401036850	0	203243	13901	ERGON	ASPHALT	\$250.17
33062	0	202411	5096	FACTORY SERVICE CO	ICE MACHINE REPAIR	\$123.05
061213	0	203039	8762	FAIRFIELD INN	CONF #80349026/#80349830	\$658.00
24153	0	202253	20285	FOCUS REALTY		\$12.03
060613	0	202726	18134	FORRESTER SHERRY	POLL WORKER - GENERAL ELECTION	\$100.00
052913	0	203116	17353	FOX JUSTIN	PER DIEM - MERIDIAN MS	\$108.00
052913	0	202315	20327	FOXWORTH JASON ROY	CASH BOND REFUND	\$150.75
NP38198340	0	203041	6919	FUELMAN	FUEL - SPD	\$8,554.37
NP38052443	0	203117	6919	FUELMAN	FUEL - SPD	\$8,599.29
NP38096666	0	203111	6919	FUELMAN	FUEL - SPD	\$8,717.42
NP38262522	0	203246	6919	FUELMAN	FUEL CARDS - SFD	\$69.27
107887	0	202749	650	G & W DIESEL SERVICE	AIR SAMPLES	\$190.00
107801	0	202402	650	G & W DIESEL SERVICE	COMPRESSOR SERVICE CALL	\$295.00
061113	0	202805	4615	GABBERT JAMIE	UMPIRE	\$160.00
061213	0	202877	4615	GABBERT JAMIE	UMPIRE	\$407.00
061213	0	202878	6504	GABBERT SCOTT	UMPIRE	\$290.00
061213	0	202879	16127	GAGLIANO PAUL	UMPIRE	\$300.00
1121	0	202455	9195	GAINES, ROBERT	SCADA SERVICES	\$3,825.00
24150	0	202250	20282	GALDOS AMERICO		\$37.37
BC0015691	0	203109	177	GALL'S INC	CHANDLER BOOTS	\$203.50

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BC0015890	0	203110	177	GALL'S INC	FOX BOOTS	\$178.00
061113	0	202806	19959	GARNER JON	UMPIRE	\$138.75
1101909298	0	202613	494	GATEWAY TIRE & SERVI	TIRES/BRAKE PADS	\$544.91
11	0	202696	13996	GBS PROPERTY MAINT	DITCH ON WE ROSS PKWY	\$562.00
23	0	202696	13996	GBS PROPERTY MAINT	HUNGRY FISHERMAN DRIVE	\$252.00
17	0	202697	13996	GBS PROPERTY MAINT	HUNGRY FISHERMAN DRIVE	\$252.00
16	0	202690	13996	GBS PROPERTY MAINT	ISLANDS ON SOUTHCREST BLVD	\$274.00
24	0	202691	13996	GBS PROPERTY MAINT	ISLANDS ON SOUTHCREST BLVD	\$274.00
12	0	202688	13996	GBS PROPERTY MAINT	ROW - CHURCH RD @ PEPPERCHASE	\$516.00
15	0	202683	13996	GBS PROPERTY MAINT	ROW - RASCO @ SHS	\$358.00
22	0	202685	13996	GBS PROPERTY MAINT	ROW - RASCO @ SHS	\$358.00
13	0	202694	13996	GBS PROPERTY MAINT	ROW GRAND VIEW LAKES	\$88.00
10	0	202689	13996	GBS PROPERTY MAINT	ROW PEPPERCHASE	\$310.00
14	0	202693	13996	GBS PROPERTY MAINT	STATELINE @ 301	\$292.00
061213	0	202881	19961	GEESLIN DALE	UMPIRE	\$570.00
061113	0	202807	18759	GIAMPORTONE PATRICK	UMPIRE	\$155.00
061213	0	202882	18759	GIAMPORTONE PATRICK	UMPIRE	\$211.00
060913	0	202980	10612	GILBERT GALEB	SCOREKEEPER	\$184.00
6408	0	203100	474	GLEN'S GARAGE	3068 COOLING FAN	\$154.95
053113-3068	0	203031	474	GLEN'S GARAGE	3068 TOW	\$50.00
6427	0	203042	474	GLEN'S GARAGE	G41697 PADS & ROTORS	\$211.60
MD050283CS	0	203231	8644	GLOBAL INTERMODAL SY	WIND AND WATER TIGHT CONTAINER	\$4,950.00

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060913	0	202946	20072	GLOVER RAY	UMPIRE	\$162.50
061213	0	203219	20072	GLOVER RAY	UMPIRE - ORIGINAL CK WAS LOST	\$195.00
060613	0	202564	14790	GOING, LOIS	RE-ISSUE RECEIVING MANAGER - GENERAL ELECTION	\$120.00
060613	0	202526	992644	GOLDEN WANDA E	POLL WORKER - GENERAL ELECTION	\$100.00
182-022013	0	203257	5839	GOV DEALS	POLICE SEIZED VEHICLES	\$1,446.23
060913	0	202981	18608	GRAY JASMINE	SCOREKEEPER	\$20.00
24124	0	202224	20257	GRAY LAVERNE		\$50.00
13810362	0	203228	18342	GREAT AMERICA LEASIN	SPD - AUDIO SYSTEM	\$276.06
13805407	0	203057	18342	GREAT AMERICA LEASIN	SPD SECURITY SYSTEM	\$1,129.00
061113	0	202808	1068	GUNN, DEWAYNE	UMPIRE	\$295.00
061213	0	202883	1068	GUNN, DEWAYNE	UMPIRE	\$443.00
061213	0	202885	3031	HABERSTROH CHASE	UMPIRE	\$962.00
060613	0	202709	20335	HAILEY WILLIAM	BALIFF - GENERAL ELECTION	\$100.00
061113	0	202811	17552	HALE DONNIE	UMPIRE	\$210.00
13852-1	0	203249	4066	HALE ELECTRICAL CONT	ELECTRICAL @ SNOWDEN HOUSE	\$1,703.50
13852-B	0	203250	4066	HALE ELECTRICAL CONT	ELECTRICAL @ SNOWDEN HOUSE	\$3,615.03
13857-B	0	203210	4066	HALE ELECTRICAL CONT	ELECTRICAL @ SPRINGFEST	\$2,523.15
13857-A	0	203209	4066	HALE ELECTRICAL CONT	ELECTRICAL @ SPRINGFEST	\$4,396.30
24190	0	202290	20304	HALL DAVID		\$9.57
24151	0	202251	20283	HALL DONALD & AYODEL		\$30.13
061113	0	202609	19759	HAMBLIN ANN	CELL PHONE REIMBURSEMENT	\$25.00
060913	0	202947	13307	HAMILTON, MARTIN	UMPIRE	\$195.00

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061213	0	202896	6776	HAMM SAMUEL	UMPIRE	\$86.00
061113	0	202841	6776	HAMM SAMUEL	UMPIRE	\$140.00
060913	0	202948	6776	HAMM SAMUEL	UMPIRE	\$357.50
24131	0	202231	20264	HANNA DAVID M		\$16.43
060913	0	202982	18619	HANNA J DENNIS JR	SCOREKEEPER	\$70.00
042505	0	202452	4246	HARBOR FREIGHT TOOLS	ELECTRIC WINCH	\$167.97
305230966	0	202534	3538	HARDIN'S SYSCO	CONCESSIONS FOOD	\$6,211.19
305300994	0	202489	3538	HARDIN'S SYSCO	FOOD FOR RESELL	\$8,256.27
305161031	0	202543	3538	HARDIN'S SYSCO	FOOD FOR RESELL AT CONCESSIONS	\$6,631.52
306060924	0	202540	3538	HARDIN'S SYSCO	FOOD FOR RESELL AT CONCESSIONS	\$6,917.99
061113	0	202809	19955	HARFORD SCOTT	UMPIRE	\$135.00
061113	0	202842	10199	HARMON KEITH	UMPIRE	\$210.00
060713	0	202509	20337	HARPER BRANDON	TOURNAMENT REFUND	\$400.00
24138	0	202238	20270	HARRINGTON JORDON &		\$22.94
061213	0	202887	20068	HARRIS CANDLER	UMPIRE	\$425.00
061213	0	202889	16036	HATCH DONALD	UMPIRE	\$110.00
061213	0	202890	16579	HAYES ROBERT	UMPIRE	\$330.00
061113	0	202810	16579	HAYES ROBERT	UMPIRE	\$368.75
1845	0	202546	15632	HAYES ROZIER	PROFESSIONAL SERVICES 5/2013	\$2,485.64
1843	0	202550	15632	HAYES ROZIER	QUICK TAKE ELMORE RD	\$185.50
24183	0	202283	20297	HEDGE BRENNAN		\$16.92
060913	0	202949	14596	HELTON GEORGE	UMPIRE	\$422.50

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061213	0	202892	2749	HENTZ JEFF	UMPIRE	\$320.00
060613	0	202719	14828	HERTTER, JAMES	BALIFF - GENERAL ELECTION	\$100.00
061213	0	202893	9479	HILL ROBERT	UMPIRE	\$134.00
220323580	0	202529	12713	HILL'S PET NUTRITION	FEED	\$201.51
304945	0	202440	189	HOMER SKELTON FORD	U1	\$317.49
061213	0	202894	6671	HONORABLE ROZELLE	UMPIRE	\$761.00
060913	0	202983	17408	HOOPER ELIZABETH	SCOREKEEPER	\$244.00
0257000613	108564	202679	1388	HORN LAKE WATER ASSO	5813 PEPPERCHASE DR - UTILITIES	\$365.00
06015000613	108564	202678	1388	HORN LAKE WATER ASSO	SEWER - SWEETWATER DR	\$9.75
24128	0	202228	20261	HOSELTON CARROLL		\$1.02
24157	0	202257	20261	HOSELTON CARROLL		\$2.25
846876	0	202487	13782	HOUSE TO HOME	5X7 BROWN ENTRY RUG FOR LOBBY	\$165.00
24198	0	202298	20312	HUBRED TORR L		\$17.59
MAY2013	0	202450	15315	HUMPHREY RAY	PETTY CASH	\$255.87
060613	0	202522	20158	HUNT MARION L	POLL WORKER/BALIFF - GENERAL	\$100.00
060913	0	202984	19821	HYDE JOSHUA	ELECTION SCOREKEEPER	\$84.00
COZF1221996	0	203072	14326	INFORMATION INFORM	NCIC SUPPORT	\$224.00
30043	0	203071	949	INTEGRATED COMMUNICA	JUNE 2013 SERVICE AGREEMENT	\$1,860.00
30016	0	203070	949	INTEGRATED COMMUNICA	MAY 2013 SERVICE AGREEMENT	\$1,860.00
M-104229	0	202542	949	INTEGRATED COMMUNICA	RADIOS FOR PARKS	\$5,815.00
HBR6427	0	202757	12714	IRON MOUNTAIN	SECURE STORAGE SERVICES	\$2,174.11
061213	0	202895	13175	JAKE JACOBSON	UMPIRE	\$218.00

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061113	0	202843	13175	JAKE JACOBSON	UMPIRE	\$252.00
060913	0	202950	13175	JAKE JACOBSON	UMPIRE	\$292.50
060913	0	202985	16922	JAMES ASHLEY	SCOREKEEPER	\$170.00
060913	0	202986	6656	JAMES LORRE L	SCOREKEEPER	\$170.00
061113	0	202844	6656	JAMES LORRE L	UMPIRE	\$120.00
060913	0	202987	11757	JAMES MICHELLE	SCOREKEEPER	\$120.00
061113	0	202845	11757	JAMES MICHELLE	UMPIRE	\$180.00
061213	0	202896	2742	JEFFERSON WILLIE	UMPIRE	\$648.00
24199	0	202299	20313	JENNINGS HOLLIS E C/		\$79.68
061213	0	202899	13176	JOHN KATROSH	UMPIRE	\$613.00
24161	0	202261	9672	JOHNNY COLEMAN BLDRS		\$24.29
24162	0	202262	9672	JOHNNY COLEMAN BLDRS		\$36.92
24159	0	202259	9672	JOHNNY COLEMAN BLDRS		\$42.03
24154	0	202254	9672	JOHNNY COLEMAN BLDRS		\$50.00
24170	0	202270	9672	JOHNNY COLEMAN BLDRS		\$92.38
24171	0	202271	9672	JOHNNY COLEMAN BLDRS		\$104.30
24168	0	202268	9672	JOHNNY COLEMAN BLDRS		\$112.37
24169	0	202269	9672	JOHNNY COLEMAN BLDRS		\$112.37
061213	0	202897	20244	JOHNSON ANTHONY	UMPIRE	\$442.00
060913	0	202988	18623	JOHNSON MICA	SCOREKEEPER	\$60.00
060913	0	202989	17413	JOHNSON PIPER	SCOREKEEPER	\$60.00
2776279	0	202357	12391	JONES AND BARTLETT	RESOURCE MANAGEMENT BOOK	\$174.49

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051613	0	203053	10869	JONES JORDAN	PER DIEM - GULFPORT MS	\$82.00
1306-2	0	202763	2034	JONES-DAVIS & ASSOCI	BENT ROAD ROW	\$400.00
24139	0	202239	20271	JORDAN KIRA M. - R		\$50.00
24146	0	202246	20278	JOYNER CARMEN		\$50.00
061213	0	202898	13551	KANT, THOMAS C	UMPIRE	\$540.00
S2448426001	0	202312	2768	KEELING IRRIGATION	ADAPTERS/COUPLINGS	\$52.95
24173	0	202273	20288	KENNEDY JAMES - RENT		\$30.00
24140	0	202240	20272	KING PAUL		\$7.10
061213	0	202900	20214	KNIGHT CALVIN	UMPIRE	\$442.00
24144	0	202244	20276	KNIGHTEN ANNA BARBER		\$166.25
061113	0	202812	19966	KNIGHTON BENJAMIN	UMPIRE	\$45.00
24208	0	202308	20322	KWIK KAR OIL & LUBE		\$67.14
24145	0	202245	20277	LAMB CHELSI		\$15.99
24179	0	202279	20293	LANE MARY D C/O MICH		\$24.74
19660	0	202774	759	LEHMAN ROBERTS CO	MATERIALS	\$144.48
19679	0	202771	759	LEHMAN ROBERTS CO	MATERIALS	\$197.12
19848	0	202711	759	LEHMAN ROBERTS CO	PATCHING	\$119.28
19839	0	202707	759	LEHMAN ROBERTS CO	PATCHING	\$151.76
19816	0	202571	759	LEHMAN ROBERTS CO	PATCHING	\$217.28
19777	0	202458	759	LEHMAN ROBERTS CO	PATCHING	\$223.44
14774185	0	202615	20206	LEWIS BROTHERS BAKER	BUNS	\$378.00
14690388	0	202380	20206	LEWIS BROTHERS BAKER	BUNS	\$378.08

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24201	0	202301	20315	LEWIS CLARETTA		\$17.38
194596	0	203107	3626	LIBERTEL ASSOCIATES	DISPATCH	\$282.88
061113	0	202813	18760	LICCI JOE	UMPIRE	\$180.00
24160	0	202260	19711	LIFESTYLE HOMES LLC		\$37.82
24188	0	202288	20302	LINDSEY LINDA - RENT		\$60.00
090613	0	202549	14796	LIPSEY, GLENDA	POLL WORKER - GENERAL ELECTION	\$100.00
24200	0	202300	20314	LOCKHART EVA		\$16.92
052913	0	203046	8981	LOGAN JEFF	PER DIEM - MERIDIAN MS	\$108.00
060613	0	202448	15408	LOMONACO RICKY	PERS OVERPAYMENT REFUND	\$52.20
061113	0	202846	14705	LOPEZ RUBEN	UMPIRE	\$45.00
328	0	203242	19864	LOUISIANA SWAMP	SWAMP SEED	\$2,534.40
061113	0	202814	19957	LOVETT DON	UMPIRE	\$123.75
105794	0	202663	5044	LOWE'S HOME CENTERS,	CREDIT	\$-36.98
918977B	0	202656	5044	LOWE'S HOME CENTERS,	CREDIT	\$-17.01
106561	0	202664	5044	LOWE'S HOME CENTERS,	CREDIT	\$-0.40
900001B	0	202662	5044	LOWE'S HOME CENTERS,	SUPPLIES	\$-178.40
918413B	0	202661	5044	LOWE'S HOME CENTERS,	SUPPLIES	\$-47.48
918256B	0	202659	5044	LOWE'S HOME CENTERS,	SUPPLIES	\$-11.93
913063	0	202658	5044	LOWE'S HOME CENTERS,	SUPPLIES	\$12.17
910035	0	202634	5044	LOWE'S HOME CENTERS,	SUPPLIES	\$13.26
914933	0	202655	5044	LOWE'S HOME CENTERS,	SUPPLIES	\$17.01
910718B	0	202645	5044	LOWE'S HOME CENTERS,	SUPPLIES	\$18.97

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9020436	0	202660	5044	LOWE'S HOME CENTERS,	SUPPLIES	\$27.33
910718	0	202644	5044	LOWE'S HOME CENTERS,	SUPPLIES	\$28.44
9140238	0	202631	5044	LOWE'S HOME CENTERS,	SUPPLIES	\$29.13
914577B	0	202638	5044	LOWE'S HOME CENTERS,	SUPPLIES	\$37.92
924074	0	202651	5044	LOWE'S HOME CENTERS,	SUPPLIES	\$41.20
909433	0	202652	5044	LOWE'S HOME CENTERS,	SUPPLIES	\$42.65
914944	0	202642	5044	LOWE'S HOME CENTERS,	SUPPLIES	\$45.98
902265	0	202636	5044	LOWE'S HOME CENTERS,	SUPPLIES	\$47.98
914652B	0	202654	5044	LOWE'S HOME CENTERS,	SUPPLIES	\$55.20
911946B	0	202649	5044	LOWE'S HOME CENTERS,	SUPPLIES	\$64.48
911723	0	202657	5044	LOWE'S HOME CENTERS,	SUPPLIES	\$68.31
914426	0	202646	5044	LOWE'S HOME CENTERS,	SUPPLIES	\$75.96
902065	0	202630	5044	LOWE'S HOME CENTERS,	SUPPLIES	\$118.47
910857	0	202647	5044	LOWE'S HOME CENTERS,	SUPPLIES	\$121.00
910163	0	202650	5044	LOWE'S HOME CENTERS,	SUPPLIES	\$142.69
915972	0	202653	5044	LOWE'S HOME CENTERS,	SUPPLIES	\$204.28
902711	0	202648	5044	LOWE'S HOME CENTERS,	SUPPLIES	\$290.71
993613	0	202627	5044	LOWE'S HOME CENTERS,	SUPPLIES	\$546.25
24191	0	202291	20305	LUMLEY J C		\$13.11
060913	0	202990	16895	LUNAMAND SAMANTHA	SCOREKEEPER	\$84.00
060913	0	202991	19824	LUSBY SAM	SCOREKEEPER	\$72.00
72427	0	202429	3011	M & M PROMOTIONS	FIELD OF DREAMS	\$32.39

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72426	0	202428	3011	M & M PROMOTIONS	FIELD OF DREAMS	\$42.82
70922	0	202451	3011	M & M PROMOTIONS	HOODED FLEECE JACKETS	\$242.00
72399	0	202533	3011	M & M PROMOTIONS	MEMORIAL DAY T SHIRTS FOR GIFT	\$1,112.00
72458	0	202488	3011	M & M PROMOTIONS	SCHOOLS OUT TROPHIES	\$1,112.00
72462	0	202325	3011	M & M PROMOTIONS	T-SHIRTS	\$225.00
72463	0	202324	3011	M & M PROMOTIONS	T-SHIRTS	\$262.50
72464	0	202323	3011	M & M PROMOTIONS	T-SHIRTS	\$360.00
72461	0	202350	3011	M & M PROMOTIONS	T-SHIRTS	\$453.00
72457	0	202326	3011	M & M PROMOTIONS	T-SHIRTS	\$810.00
72398	0	202384	3011	M & M PROMOTIONS	T-SHIRTS	\$963.50
72460	0	202327	3011	M & M PROMOTIONS	YOUTH T-SHIRTS	\$312.00
120	0	202404	18447	M J CONTRACTING, LLC	HORN LAKE ROAD CULVERT	\$5,000.00
974	0	202585	18472	M2MANAGEMENT SOLUTIO	FLEET SERVICES	\$1,360.90
060913	0	202992	10773	MADDUX DIANE F	SCOREKEEPER	\$125.00
10634	0	202708	14117	MADISON SIGNS	BUSINESS CARDS - COURT	\$105.00
0170787-IN	0	202441	734	MAGNOLIA ELECTRIC	COMMAND TRAILER	\$155.89
0171094-IN	0	203215	734	MAGNOLIA ELECTRIC	TRAILER PARTS	\$54.08
1579-16	0	202378	9666	MAIN STREET DONUT	FISHING RODEO	\$93.73
061113	0	202815	1051	MALONE TERRY	UMPIRE	\$290.00
061213	0	202901	1051	MALONE TERRY	UMPIRE	\$2,807.00
061113	0	202816	19954	MANGUM VERNON	UMPIRE	\$58.75
060513	0	202406	20325	MARCHI CHRIS	TOURNAMENT REFUND	\$295.00

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060913	0	203013	20338	MARTIN JEAN	SCOREKEEPER	\$40.00
061213	0	202903	13665	MARTINEZ STEVEN JR.	UMPIRE	\$657.00
061213	0	202902	13456	MARTINEZ, STEVEN	UMPIRE	\$626.00
053013	0	202388	13370	MARY J. CAIN	LINE DANCE INSTRUCTOR	\$120.00
061013	0	202527	11210	MASON PERRY	REIMBURSE EXPENSES	\$23.75
9027586	0	203074	882	MATHIS TIRE & AUTO	3066 DISC MAINTENANCE	\$157.20
13036529	0	203037	882	MATHIS TIRE & AUTO	2769 O/C	\$18.20
9028188	0	203093	882	MATHIS TIRE & AUTO	3040 TIRE REPAIR	\$14.95
9028173	0	203094	882	MATHIS TIRE & AUTO	3046 O/C	\$18.20
9027580	0	203091	882	MATHIS TIRE & AUTO	3065 O/C	\$18.20
13036076	0	203095	882	MATHIS TIRE & AUTO	3066 TIRES	\$136.55
9028350	0	203043	882	MATHIS TIRE & AUTO	3081 TIRE REPAIR	\$14.00
13036125	0	203097	882	MATHIS TIRE & AUTO	3092 BRAKES	\$176.40
9027607	0	203114	882	MATHIS TIRE & AUTO	CREDIT 9027470	\$-45.35
9027609	0	203113	882	MATHIS TIRE & AUTO	CREDIT 9027478	\$-231.70
052913	0	202387	16884	MCARTHUR MARGARET	ART INSTRUCTOR	\$105.00
060513	0	202607	16884	MCARTHUR MARGARET	ART INSTRUCTOR	\$105.00
060913	0	202993	18597	MCCULLAR MADISON	SCOREKEEPER	\$148.00
061113	0	202817	17806	MCCULLAR ROSS	UMPIRE	\$180.00
053113	0	202393	13549	MCELHANNON, KRISTEN	MILEAGE REIMBURSEMENT	\$173.16
060613	0	202724	20329	MCINTOSH FRANK	BALIFF - GENERAL ELECTION	\$100.00
060313	0	202347	18140	MCLENNAN KENNETH F	CLEANING SNOWDEN HOUSE / TENNIS CTR	\$500.00

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061013	0	202446	16393	MEARS HAROLD	CELL PHONE REIMBURSEMENT	\$25.00
13404	0	202574	2495	MEDIA SOURCE	5/2013 DIRECT ACCESS	\$65.00
MAY2013	0	203034	19268	MENTAL HEALTH SERVIC	PRE-EMPLOYMENT SCREENING	\$585.00
193348	0	203239	354	METER SERVICE AND SU	2614 PINNACLE DR - HYDRANT REPAIR	\$650.00
193006	0	202560	354	METER SERVICE AND SU	MATERIALS	\$250.95
193347	0	203238	354	METER SERVICE AND SU	REPAIR CLAMPS	\$860.00
193350	0	203240	354	METER SERVICE AND SU	REPAIR CLAMPS FOR AIRWAYS SEWER	\$394.00
193349	0	203237	354	METER SERVICE AND SU	MAIN SUMMERWOOD - WATER MAIN REPAIR	\$428.80
454201	0	202733	6685	MID SOUTH DIGITAL	A1282 COPIER - POLICE	\$665.15
454111	0	202747	6685	MID SOUTH DIGITAL	A1384 COPIER - POLICE NARCOTICS	\$154.33
454115	0	202751	6685	MID SOUTH DIGITAL	A1468 COPIER - MAYOR'S OFFICE	\$38.38
454237	0	202728	6685	MID SOUTH DIGITAL	A1494 COPIER - PARKS	\$2.72
454118	0	202752	6685	MID SOUTH DIGITAL	A1776 COPIER - FIRE	\$30.44
454158	0	202736	6685	MID SOUTH DIGITAL	A1880 COPIER - CITY CLERK'S OFFICE	\$6.72
454113	0	202748	6685	MID SOUTH DIGITAL	A1861 COPIER - ARTS & CULTURAL	\$854.22
454238	0	202729	6685	MID SOUTH DIGITAL	A2214 COPIER - PARKS	\$0.88
454161	0	202738	6685	MID SOUTH DIGITAL	A2388 COPIER	\$47.32
454162	0	202740	6685	MID SOUTH DIGITAL	A2406 COPIER - PARKS	\$54.18
454087	0	202743	6685	MID SOUTH DIGITAL	A2615 COPIER - GOLF CTR. - PARKS	\$8.79
454109	0	202744	6685	MID SOUTH DIGITAL	A2761 COPIER - COURT	\$17.33
454110	0	202745	6685	MID SOUTH DIGITAL	A2762 COPIER - COURT	\$1.55
454156	0	202742	6685	MID SOUTH DIGITAL	A3190 COPIER - WATER	\$15.80

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454183	0	202731	6685	MID SOUTH DIGITAL	A3957 COPIER - POLICE	\$264.13
454218	0	202727	6685	MID SOUTH DIGITAL	A4675 COPIER - COURT	\$111.32
454252	0	202730	6685	MID SOUTH DIGITAL	G04788 COPIER - POLICE	\$585.28
76530A	0	202754	6685	MID SOUTH DIGITAL	PRINTER CARTRIDGE - CITY CLERK'S	\$165.00
75963A	0	202601	6685	MID SOUTH DIGITAL	OFFICE TONER	\$616.00
21077	0	202566	19694	MID-SOUTH TELECOM	PHONE SERVICES	\$115.00
061213	0	202904	17462	MILLIORN CHRIS	UMPIRE	\$247.00
061113	0	202818	12494	MILTON QUINTIN	UMPIRE	\$150.00
061213	0	202905	12494	MILTON QUINTIN	UMPIRE	\$289.00
MAY2013	40480	203230	1176	MISSISSIPPI STATE TA	MAY 2013 SALES TAX	\$5,380.00
330	0	202498	10178	MISSISSIPPI USSSA	GLOBAL WORLD SERIES MEMORIAL D	\$1,885.00
331	0	202508	10178	MISSISSIPPI USSSA	SANCTIONING FEES FOR SCHOOLS O	\$1,815.00
A31047	0	202491	5073	MOMAR	CHEMICAL DEGREASER FOR LIFT	\$999.49
060613	0	202556	15113	MOORE BEVERLY	STATIONS POLL WORKER - GENERAL ELECTION	\$100.00
977577881	0	202741	335	MOORE MEDICAL CORP	DIPHENHYDRAMINE	\$54.50
977479381	0	202715	335	MOORE MEDICAL CORP	MEDICAL SUPPLIES	\$70.00
24142	0	202242	20274	MORGAN ROBERT		\$31.36
24125	0	202225	20258	MORRISON JOHN		\$582.11
13960445	0	202517	6969	MOTOROLA	RADIOS	\$17,947.70
13959767	0	203015	6969	MOTOROLA	TWO-WAY RADIOS FOR CARS	\$72,517.50
9200824-0613	0	202760	1455	MS EMPLOYMENT SECURI	BENEFIT CHARGES 1ST QTR 2013	\$6,282.12
GALLAGHER-13	0	203226	2087	MS MUNICIPAL LEAGUE	J GALLAGHER REGISTRATION	\$235.00

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2013FERGUSON	0	202710	2087	MS MUNICIPAL LEAGUE	S FERGUSON REGISTRATION	\$235.00
13-105807	0	202789	9576	MS STATE DEPT OF HEA	TESTING SERVICES	\$30.00
13-105736	0	202788	9576	MS STATE DEPT OF HEA	TESTING SERVICES	\$270.00
20813	0	202737	958	MS STATE FIRE ACADEM	ROPE RESCUE - WOODARD.	\$60.00
20849	0	202735	958	MS STATE FIRE ACADEM	SUBSTITUTION FEE (WOODARD FOR MOFFETT)	\$30.00
20830	0	202739	958	MS STATE FIRE ACADEM	TRENCH RESCUE - HAWKINS	\$60.00
053113	0	202381	1100	MULLINS, MIKE	PETTY CASH	\$1,019.93
00227553	0	203253	1381	MUNICIPAL CODE CORPO	SUPP #30	\$2,149.46
061213	0	202906	6697	MURCHISON MIKE	UMPIRE	\$182.00
061113	0	202819	19958	NAANTAANBUU ZULU	UMPIRE	\$135.00
034593	0	202338	1150	NAPA GENUINE PARTS C	BATTERIES	\$341.26
034805	0	202343	1150	NAPA GENUINE PARTS C	BATTERY	\$105.73
034856	0	202616	1150	NAPA GENUINE PARTS C	BATTERY	\$108.86
034965	0	202618	1150	NAPA GENUINE PARTS C	BATTERY CABLE	\$25.44
034221	0	202432	1150	NAPA GENUINE PARTS C	CHAINOIL	\$23.94
034184	0	202409	1150	NAPA GENUINE PARTS C	FUEL FILTER	\$37.68
034626	0	202337	1150	NAPA GENUINE PARTS C	GREASE CART (WITH CREDIT APPLIED)	\$2.44
033794	0	202377	1150	NAPA GENUINE PARTS C	HYDRAULIC FILTER/ HOSE	\$55.82
034244	0	202431	1150	NAPA GENUINE PARTS C	TRAN FILTER	\$97.80
CV794706-TDQ	0	203214	19179	NATIONAL BUSINESS	PLANNING DIRECTOR FURNITURE	\$358.00
CV794718-TDQ	0	203213	343	NATIONAL BUSINESS FU	FURNITURE FOR THE FINANCE DIRE	\$3,573.48
89115	0	202492	1121	NEWTON TROPHY	JUNE JAM TROPHIES	\$3,054.95

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89075	0	202482	1121	NEWTON TROPHY	SCHOOLS OUT TROPHIES	\$3,474.70
88992	0	202503	1121	NEWTON TROPHY	SOFTBALL TROPHIES	\$1,095.50
89112	0	202512	1121	NEWTON TROPHY	SOFTBALL TROPHIES SMITH & BRUM	\$1,418.50
88993	0	202493	1121	NEWTON TROPHY	TROPHIES FOR MEMORIAL DAY	\$2,396.15
566304	0	202349	1099	NORTH MS PEST CONTRO	GOLF COURSE - TERMITES INITIAL TREATMENT	\$655.00
567847	0	202756	1099	NORTH MS PEST CONTRO	PEST CONTROL - 385 STATELINE RD	\$95.00
567844	0	202755	1099	NORTH MS PEST CONTRO	PEST CONTROL - 8710 NORTHWEST DR.	\$445.00
567845	0	202364	1099	NORTH MS PEST CONTRO	SPRAY @ TRAINING CENTER	\$68.00
592470090613	108565	202676	1105	NORTHCENTRAL ELECTRI	FREEMAN LANE #3750	\$373.34
592470010613	108565	202674	1105	NORTHCENTRAL ELECTRI	GOODMAN RD #3541	\$51.01
592470020613	108565	202675	1105	NORTHCENTRAL ELECTRI	MALONE RD. - PARKS	\$250.89
592470070613	108565	202677	1105	NORTHCENTRAL ELECTRI	RIVER PTE. DR. #5714	\$132.00
592470080613	108565	202670	1105	NORTHCENTRAL ELECTRI	STREET LIGHTS	\$1,330.13
060613	0	202559	20157	NORTON MARGIE	POLL WORKER - GENERAL ELECTION	\$100.00
SUMMER2013	0	202718	1136	NWCC-SENATOBIA	PARAMEDIC CLASSES	\$1,900.00
061213	0	202907	8250	NYE ERIC	UMPIRE	\$414.00
061113	0	202820	12998	NYE LANDON	UMPIRE	\$78.75
1257-111467	0	203045	7304	O'REILLYS AUTO PARTS	3033 BATTERY	\$118.76
1257-110609	0	202781	7304	O'REILLYS AUTO PARTS	BATTERY - TRINITY LAKES WTP	\$37.99
1257-110931	0	202777	7304	O'REILLYS AUTO PARTS	BELT/FILTER TRINITY LAKES WTP	\$64.36
1257-110902	0	202775	7304	O'REILLYS AUTO PARTS	DATA CABLE/CAR CHARGER	\$47.46
1257-110129	0	202401	7304	O'REILLYS AUTO PARTS	EXHAUST FLUID T1	\$28.08

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1257-110660	0	202456	7304	O'REILLYS AUTO PARTS	FREON REFILLS TRUCK 802	\$47.98
1257-109942	0	202700	7304	O'REILLYS AUTO PARTS	MATERIALS FOR SHOP	\$2.98
1791-270653	0	202695	7304	O'REILLYS AUTO PARTS	MATERIALS FOR SHOP	\$25.98
1257-110274	0	202570	7304	O'REILLYS AUTO PARTS	MATERIALS FOR SHOP	\$45.86
1257-110487	0	202692	7304	O'REILLYS AUTO PARTS	MATERIALS FOR SHOP	\$105.04
1257-110832	0	202698	7304	O'REILLYS AUTO PARTS	MATERIALS FOR SHOP	\$147.72
1257-111120	0	202773	7304	O'REILLYS AUTO PARTS	TRUCK 810 ALTERNATOR	\$307.48
1791-270692	0	202772	7304	O'REILLYS AUTO PARTS	TRUCK 810 BATTERIES	\$207.34
1791-270693	0	202779	7304	O'REILLYS AUTO PARTS	TRUCK 810 BOLT	\$2.29
1257-111145	0	202770	7304	O'REILLYS AUTO PARTS	TRUCK 810 STARTER	\$175.49
060213	0	202510	3347	OAK TREE OUTDOORS	BANNERS	\$246.10
24193	0	202293	20307	OAKS ANNA		\$2.49
657725615001	0	203050	7600	OFFICE DEPOT	COPY PAPER	\$424.80
659888157001	0	202518	7600	OFFICE DEPOT	COURT SUPPLIES	\$35.78
1581289424	0	202505	7600	OFFICE DEPOT	HARD DRIVE - STATION 3	\$79.99
1581877479	0	202507	7600	OFFICE DEPOT	IT SUPPLIES	\$28.85
1576878315	0	202392	7600	OFFICE DEPOT	MONITOR - NARCOTICS	\$149.99
658817534001	0	203048	7600	OFFICE DEPOT	OFFICE SUPPLIES	\$124.39
658602680001	0	203049	7600	OFFICE DEPOT	OFFICE SUPPLIES	\$165.07
659888248001	0	202516	7600	OFFICE DEPOT	PENCIL CUP FOR COURT OFFICE	\$14.97
1579383882	0	202359	7600	OFFICE DEPOT	PRINTERS / MEMORY (NARCOTICS SPD)	\$225.87
1581281924	0	202506	7600	OFFICE DEPOT	SPEAKERS - PARKS	\$27.99

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1579941021	0	202400	7600	OFFICE DEPOT	SUPPLIES	\$85.18
657325163001	0	202577	7600	OFFICE DEPOT	SUPPLIES FOR THE INVENTORY ROOM	\$14.58
6573256001	0	202573	7600	OFFICE DEPOT	SUPPLIES FOR THE INVENTORY ROOM	\$52.20
061213	0	203035	7820	OLIVER ANDREA	SALES/MARKETING JUNE 1-15	\$1,065.00
54722872	0	202758	7504	PAETEC	PHONE SERVICES - PUBLIC WORKS	\$624.72
052313	0	203212	20155	PALMERTREE DALLAS	POLL WORKER REPUBLICAN RUN OFF	\$100.00
0164917	0	202531	983	PARAMOUNT UNIFORMS R	MATS	\$5.00
0163595	0	202532	983	PARAMOUNT UNIFORMS R	MATS	\$5.00
0164281	0	202340	983	PARAMOUNT UNIFORMS R	MATS @ ARENA	\$38.00
0164269	0	202318	983	PARAMOUNT UNIFORMS R	MATS @ PAC	\$45.00
0162737	0	202438	983	PARAMOUNT UNIFORMS R	UNIFORMS	\$6.53
0163597	0	202597	983	PARAMOUNT UNIFORMS R	UNIFORMS	\$27.78
0164919	0	202767	983	PARAMOUNT UNIFORMS R	UNIFORMS	\$27.78
0163598	0	202598	983	PARAMOUNT UNIFORMS R	UNIFORMS	\$100.15
0164920	0	202765	983	PARAMOUNT UNIFORMS R	UNIFORMS	\$100.15
0163596	0	202495	983	PARAMOUNT UNIFORMS R	UNIFORMS	\$115.98
0164918	0	202497	983	PARAMOUNT UNIFORMS R	UNIFORMS	\$115.98
0162972	0	202379	983	PARAMOUNT UNIFORMS R	UNIFORMS	\$386.25
0164268	0	202339	983	PARAMOUNT UNIFORMS R	UNIFORMS	\$404.06
0164017	0	202439	983	PARAMOUNT UNIFORMS R	UNIFORMS - BLOG DEPT	\$6.53
0163438	0	202421	983	PARAMOUNT UNIFORMS R	UNIFORMS - GOLF	\$37.36
0162206	0	202422	983	PARAMOUNT UNIFORMS R	UNIFORMS - GOLF	\$37.36

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0165312	0	202734	983	PARAMOUNT UNIFORMS R	UNIFORMS BLDG DEPT	\$6.53
060613	0	202717	20333	PARKER KERRY M	RECEIVING MANAGER - GENERAL ELECTION	\$120.00
053113	0	203227	15972	PARKS & PARKS WELL	PULLED CENTER HIGH SERVICE PUM	\$2,864.40
1063	0	202536	18943	PATSY CLEEN COMMERC	CLEANING CITY HALL/COURT	\$2,399.00
63868	0	202334	7885	PAULSEN PRINTING COM	COACHES PASSES	\$202.00
63613	0	202375	7885	PAULSEN PRINTING COM	PARTICIPANT PASSES	\$72.00
061213	0	202908	2746	PAYLOR GREGORY C	UMPIRE	\$587.00
07367	0	202342	615	PAYNES LOCKSMITH SER	AMPHITHEATER DRESSING ROOMS	\$165.06
07368	0	203016	615	PAYNES LOCKSMITH SER	DISPATCH	\$232.00
24123	37327	202223	1149	PEOPLES BANK, THE	SOUTHAVEN GO BONDS SERIES 2004 ACCT #3116	\$7,775.00
24197	0	202297	20311	PETERSON ALISA & CHR		\$50.00
053013	0	202490	20336	PHAM LONG HOANG	CASH BOND REFUND	\$850.00
061113	0	202821	1055	PICKENS ABRAHAM	UMPIRE	\$430.00
061213	0	202909	1055	PICKENS ABRAHAM	UMPIRE	\$693.00
060513	108549	202309	20323	PIDGETTE ANDREA JENE	CASH BOND REFUND	\$1,100.00
112912	0	203258	20346	PIERCE MANUFACTURING	NEW PUMPER FOR THE FIRE DEPART	\$491,048.00
4464049	0	202569	15428	PNC EQUIPMENT FINANC	GOLF CART LEASE 7/2013	\$2,526.00
061213	0	202910	19962	PODEWILS CHRIS	UMPIRE	\$445.00
061113	0	202822	18762	POLISCHECK BRETT	UMPIRE	\$180.00
060613	0	202519	16962	POWELL KAYE	POLL WORK - GENERAL ELECTION	\$100.00
061113	0	202823	17504	POWELL MATTHEW	UMPIRE	\$45.00
060913	0	202994	19809	POWELL TANNER	SCOREKEEPER	\$40.00

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81674	0	203014	544	PRECISION DELTA CORP	AMMO	\$9,450.00
24164	0	202264	19200	PREMIUM HOMES		\$47.08
1132	0	202445	12790	PRESSGROVE RHONDA	PEPPERCHASE OFFICE CLEANING	\$585.00
060913	0	202951	14589	PUGH KENNETH	UMPIRE	\$422.50
050713	0	202313	11125	PULEO VICKI GREENE	YOGA INSTRUCTOR	\$28.00
060413	0	202332	11125	PULEO VICKI GREENE	YOGA INSTRUCTOR	\$28.00
043013	0	202316	11125	PULEO VICKI GREENE	YOGA INSTRUCTOR	\$94.00
060913	0	202995	18651	PULLIAM MATTHEW	SCOREKEEPER	\$124.00
053113	0	203241	16420	RADIANT SYSTEMS	COUNTERPOINT SOFTWARE ANNUAL P	\$4,802.40
060913	0	202996	19808	RAY JAKE	SCOREKEEPER	\$30.00
061213	0	202912	18763	REED DON	UMPIRE	\$142.00
061113	0	202826	18763	REED DON	UMPIRE	\$145.00
0028913-IN	0	203104	427	REGIONAL ORGANIZED C	M KIMBELL 2013/2014 FEES	\$300.00
116034	0	202329	10865	RELIABLE EQUIPMENT	ANTISCALP KIT	\$318.45
115900	0	202330	10865	RELIABLE EQUIPMENT	DISCHARGE CHUTE	\$173.44
116115	0	202331	10865	RELIABLE EQUIPMENT	GATORLINE	\$489.93
116133	0	202335	10865	RELIABLE EQUIPMENT	SEAT TRACK SET	\$913.20
116093	0	202322	10865	RELIABLE EQUIPMENT	SPRING/FLEX SHAFT/PIPE ASSY	\$134.11
060613	0	202520	16944	REYNOLDS MERLIE	POLL WORKER - GENERAL ELECTION	\$100.00
061213	0	202911	13976	RHOADS QUINTON	UMPIRE	\$168.00
052013	0	202333	18047	ROBBINS JANICE	YOGA INSTRUCTOR	\$90.00
061113	0	202824	19953	ROBERTSON JOHN	UMPIRE	\$78.75

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060913	0	202997	19341	RODGERS BRENNAN	SCOREKEEPER	\$100.00
24143	0	202243	20275	RODGERS JEFFREY & STA		\$36.02
182-042013	0	203256	589	ROPER SUPPLY CO	SURPLUS VEHICLES SOLD	\$2,122.71
60513	0	202362	19698	ROYAL FURNITURE	CHAIRS FOR FINANCE DIRECTOR	\$550.00
061113	0	202825	8915	RUCKER JOSEPH M	UMPIRE	\$195.00
061213	0	202913	8915	RUCKER JOSEPH M	UMPIRE	\$570.00
279162	0	202383	294	SAFETY-QUIP	TOLIET RENTAL - GOLF COURSE	\$103.00
279163	0	202385	294	SAFETY-QUIP	TOLIET RENTAL - TENNIS CTR	\$71.00
9807A	0	202643	1361	SAM'S CLUB DIRECT		\$0.20
050913	0	202629	1361	SAM'S CLUB DIRECT	ONLINE PURCHASE	\$150.87
4589	0	202632	1361	SAM'S CLUB DIRECT	SUPPLIES	\$6.94
8996-2013	0	202633	1361	SAM'S CLUB DIRECT	SUPPLIES	\$26.04
9605	0	202622	1361	SAM'S CLUB DIRECT	SUPPLIES	\$41.72
1647	0	202625	1361	SAM'S CLUB DIRECT	SUPPLIES	\$64.90
5712	0	202624	1361	SAM'S CLUB DIRECT	SUPPLIES	\$71.14
1218	0	202623	1361	SAM'S CLUB DIRECT	SUPPLIES	\$75.83
8996B-2013	0	202635	1361	SAM'S CLUB DIRECT	SUPPLIES	\$81.61
5115	0	202621	1361	SAM'S CLUB DIRECT	SUPPLIES	\$88.08
536	0	202626	1361	SAM'S CLUB DIRECT	SUPPLIES	\$137.97
6818	0	202640	1361	SAM'S CLUB DIRECT	SUPPLIES	\$260.96
2082	0	202641	1361	SAM'S CLUB DIRECT	SUPPLIES	\$407.66
2668	0	202628	1361	SAM'S CLUB DIRECT	SUPPLIES	\$449.13

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9278	0	202639	1361	SAM'S CLUB DIRECT	SUPPLIES	\$979.00
9279-2013	0	202637	1361	SAM'S CLUB DIRECT	SUPPLIES	\$1,510.64
060913	0	202952	14518	SAMUELS JR OTHA	UMPIRE	\$390.00
24174	0	202274	20289	SANDERS VERA		\$97.04
24149	0	202249	20281	SANTOS MARY & JESUS		\$52.14
060613	0	202562	12263	SAPPINGTON JAN	POLL WORKER - GENERAL ELECTION	\$100.00
061113	0	202827	20074	SAVAGE JODY	UMPIRE	\$110.00
061113	0	202847	14519	SCHUESSLER BRUCE M	UMPIRE	\$60.00
1628	0	202604	2630	SCOREBOARD SPECIALIS	SCOREBOARD REPAIRS - FIELD 6 @ SNOWDEN	\$568.00
24130	0	202230	20263	SEGARS MARGARET C		\$50.00
24185	0	202285	20299	SEGGEMAN RODNEY (AM		\$60.00
052313	0	202575	16504	SELECTIVE INSURANCE	POLICY #FLD1317672	\$797.00
ZA14003236	0	203217	8128	SENSUS METERING SYST	HANDHELD REPAIRS	\$50.00
24133	0	202233	20268	SEXTON SEAN M		\$11.40
060613	0	202525	991108	SHACKELFORDBETTYS	POLL WORKER - GENERAL ELECTION	\$100.00
24178	0	202278	11845	SHACKLEFORD HUBERT		\$36.92
060913	0	202953	16242	SHAFFER RICHARD NEAL	UMPIRE	\$455.00
460898	0	203106	387	SHAPIRO UNIFORMS	A MUELLER 2013 ALLOT	\$19.39
460988	0	203069	387	SHAPIRO UNIFORMS	D HILLIE 2013 ALLOT	\$500.00
460844	0	203040	387	SHAPIRO UNIFORMS	J COX 2013 ALLOT	\$39.95
061213	0	202914	8251	SHAW JEFF	UMPIRE	\$358.00
061213	0	202915	18829	SHAW JUSTIN	UMPIRE	\$200.00

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060613	0	202555	18130	SHERRILL, MARY F	POLL WORKER - GENERAL ELECTION	\$100.00
8717-2	0	202768	1104	SHERWIN WILLIAMS SOU	PAINT FOR DOORS @ PEPPERCHASE	\$82.40
061213	0	202916	8585	SHIREY MIKE	UMPIRE	\$142.00
061113	0	202829	8585	SHIREY MIKE	UMPIRE	\$195.00
24205	0	202305	20319	SHOAF STACY		\$3.39
24182	0	202282	20296	SHOFFNER MELANIE		\$52.53
24141	0	202241	20273	SHUMP DAVID K		\$36.02
24196	0	202296	20310	SIEDEL ROBERT		\$30.00
4372292	108117	202209	19345	SIEMENS PUBLIC, INC	SBT ENERGY SAVINGS EQUIPMENT	\$23,916.80
88553	0	202373	611	SIGNS & STUFF	RED DECAL FOR SIGN REPAIR	\$105.00
061113	0	202833	16899	SIMS DALTON	UMPIRE	\$170.00
061213	0	202917	16899	SIMS DALTON	UMPIRE	\$497.00
060613	0	202558	20147	SINCLAIR BONNIE	POLL WORKER - GENERAL ELECTION	\$100.00
061113	0	202830	9136	SINQUEFIELD MURRAY	UMPIRE	\$210.00
061213	0	202918	9136	SINQUEFIELD MURRAY	UMPIRE	\$457.00
24137	0	202237	20269	SIRIUS INVESTMENT		\$161.92
060913	0	202998	18963	SKILLERN KERRY	SCOREKEEPER	\$50.00
061213	0	202919	19174	SLAGLE VANCE	UMPIRE	\$383.00
060913	0	202999	17526	SLOCUM SYDNEY	SCOREKEEPER	\$40.00
120671	0	202311	398	SMC LIGHTING SUPPLY	MVR 175/U GE LAMP	\$430.80
74335	0	202541	926	SMITH & BRUMLEY ATHL	CENTER STRAPS & TENNIS NETS	\$1,372.57
98247	0	202376	926	SMITH & BRUMLEY ATHL	HOME PLATES	\$659.88

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35030	0	202413	926	SMITH & BRUMLEY ATHL	LARGE PITCHERS PLATE	\$89.70
74334	0	202348	926	SMITH & BRUMLEY ATHL	TENNIS NETS	\$872.03
061113	0	202831	975	SMITH BILLY K	UMPIRE	\$549.98
061213	0	202920	975	SMITH BILLY K	UMPIRE	\$1,271.00
24180	0	202280	20294	SMITH JENNIFER W - R		\$37.37
061213	0	202921	20228	SMITH JEREMY	UMPIRE	\$168.00
24147	0	202247	20279	SMITH JIMMY		\$3.40
060513	0	202317	17200	SMITH JOYCE W	YOGA INSTRUCTOR	\$25.00
053113	0	202414	17200	SMITH JOYCE W	YOGA INSTRUCTOR	\$50.00
061213	0	202923	20078	SMITH MATT	UMPIRE	\$323.00
061113	0	202832	19964	SMITH ROBERT	UMPIRE	\$225.00
061213	0	202922	19964	SMITH ROBERT	UMPIRE	\$460.00
SHP192-2271	0	203032	1101	SNAPPY WINDSHIELD	2271 REPLACE WINDSHIELD	\$200.00
SHP191-2776	0	203033	1101	SNAPPY WINDSHIELD	2776 WINDSHIELD REPAIR	\$45.00
060613	0	202722	20331	SNYDER DEBORAH KAY	POLL WORKER - GENERAL ELECTION	\$100.00
2013-C-100	0	203251	1940	SORRELL, MARK	CONDEMNATION LIENS	\$13,600.00
060313	0	202443	374	SOUTHAVEN APPLIANCE	STATION 3 WASHING MACHINE	\$25.14
65596	0	202530	1102	SOUTHAVEN SUPPLY	CLEANING SUPPLIES	\$12.99
66343	0	202486	1102	SOUTHAVEN SUPPLY	NUTS & BOLTS	\$4.14
65980	0	202732	1102	SOUTHAVEN SUPPLY	PAINT & TAPE	\$30.81
65208	0	202766	1102	SOUTHAVEN SUPPLY	PVC PARTS	\$43.61
64665	0	202433	1102	SOUTHAVEN SUPPLY	SUPPLIES	\$45.99

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66554	0	202784	1102	SOUTHAVEN SUPPLY	SUPPLIES	\$671.42
061213	0	203038	8611	SOUTHEASTERN LAW ENF.	SPD EXPLORERS ACADEMY	\$2,420.00
129	0	202603	14403	SOUTHEASTERN SECURIT	EMPLOYMENT SCREENINGS	\$185.00
924	0	202764	14403	SOUTHEASTERN SECURIT	EMPLOYMENT SCREENINGS	\$259.00
6686621-00	0	202782	687	SOUTHERN PIPE & SUPP	PVC BACK FLOW	\$23.87
6669195-00	0	202459	687	SOUTHERN PIPE & SUPP	SEWER CHECK VALVE (DUNKIN DONUTS)	\$36.34
641770	0	202485	16478	SOUTHERN STEEL	COMMAND TRAILER	\$119.00
052913	108568	202681	18521	SOUTHERN TELECOMMUNI	PHONE SERVICES, ALARMS	\$1,299.09
060913	0	203000	19812	SPELL CAROLINE	SCOREKEEPER	\$20.00
060913	0	202954	17801	SPICER RODNEY	UMPIRE	\$520.00
061113	0	202848	19950	SPRAYBERRY ROBERT A	UMPIRE	\$132.50
060513	0	202447	2086	SPRIGGS STACEY	B WARREN CASH BOND REFUND	\$150.00
060613	0	202563	16956	STAFFORD GEORGIA	POLL WORKER - GENERAL ELECTION	\$100.00
131406741009	0	202412	10700	STANDARD COFFEE SERV	COFFEE SERVICE @ GOLF COURSE	\$48.91
3200986362	0	203144	19739	STAPLES ADVANTAGE	CHAIR FOR ANIMAL CONTROL OFFICE	\$174.29
3200986371	0	203141	19739	STAPLES ADVANTAGE	CHAIRS FOR ANIMAL CONTROL OFFICE	\$522.87
3200986385	0	203131	19739	STAPLES ADVANTAGE	INK FOR PRINTER	\$107.67
3200986373	0	203156	19739	STAPLES ADVANTAGE	OFFICE SUPPLIES FOR INVENTORY ROOM	\$50.78
3200986366	0	203135	19739	STAPLES ADVANTAGE	OFFICE SUPPLIES FOR PEPPERCHASE WATER	\$121.04
3200986367	0	203137	19739	STAPLES ADVANTAGE	OFFICE SUPPLIES FOR PEPPERCHASE WATER	\$673.19
3200986361	0	203151	19739	STAPLES ADVANTAGE	PENCILS FOR FINANCE DIRECTOR	\$13.96
3200986372	0	203138	19739	STAPLES ADVANTAGE	SUPPLIES FOR CODE ENFORCEMENT	\$56.57

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3200986360	0	203147	19739	STAPLES ADVANTAGE	SUPPLIES FOR INVENTORY ROOM	\$56.36
3200986370	0	203142	19739	STAPLES ADVANTAGE	TONER FOR FAX MACHINE IN BLDG. DEPT.	\$87.98
3200986381	0	203162	19739	STAPLES ADVANTAGE	TONER FOR PRINTER - TISH COX	\$96.39
3200986359	0	203159	19739	STAPLES ADVANTAGE	TONER FOR PRINTER IN CITY CLERKS OFFICE	\$169.92
060913	0	203001	19797	STARKEY BETHANY	SCOREKEEPER	\$60.00
060913	0	203002	13059	STARKEY DALTON	SCOREKEEPER	\$54.00
4792SPD	0	202473	2352	STATE TAX COMMISSION	GOV'T TAG - VIN #4792	\$12.00
4793SPD	0	202474	2352	STATE TAX COMMISSION	GOV'T TAG - VIN #4793	\$12.00
4794SPD	0	202475	2352	STATE TAX COMMISSION	GOV'T TAG - VIN #4794	\$12.00
4795SPD	0	202476	2352	STATE TAX COMMISSION	GOV'T TAG - VIN #4795	\$12.00
4796SPD	0	202477	2352	STATE TAX COMMISSION	GOV'T TAG - VIN #4796	\$12.00
4797SPD	0	202478	2352	STATE TAX COMMISSION	GOV'T TAG - VIN #4797	\$12.00
4798SPD	0	202479	2352	STATE TAX COMMISSION	GOV'T TAG - VIN #4798	\$12.00
4799SPD	0	202480	2352	STATE TAX COMMISSION	GOV'T TAG - VIN #4799	\$12.00
4800SPD	0	202481	2352	STATE TAX COMMISSION	GOV'T TAG - VIN #4800	\$12.00
5777CE	0	202461	2352	STATE TAX COMMISSION	GOV'T TAG - VIN #5777	\$12.00
24227	40481	203254	4304	STATE TAX COMMISSION	MAY 2013 SALES TAX PAID.	\$11,802.00
060313	0	202408	955	STATE TREASURER	MAY 2013 MTHLY COLLECTION	\$68,389.45
060413	0	202405	16415	STATE TREASURER OF M	UNCLAIMED PROPERTY	\$482.45
69295	0	203063	2951	STATELINE TURF & TRA	3 GALLON SPRAYERS	\$195.90
68174	0	203061	2951	STATELINE TURF & TRA	EDGER BLADE	\$30.00
MW2013	0	202712	6885	STEGALL NOTARY SERVI	NOTARY - M WAGGENER	\$101.50

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060613	0	202521	8613	STEWART CARL T.	POLL MANAGER/WORKER - GENERAL ELECTION	\$120.00
061213	0	202924	8272	STOCKTON RANDY	UMPIRE	\$739.00
24202	0	202302	20316	STREET DEAN		\$16.02
78266	0	203224	701	SUNBELT FIRE APPARAT	POCKET REINFORCEMENT ON TURNOUTS	\$280.00
78265	0	203225	701	SUNBELT FIRE APPARAT	TURNOUTS	\$33,180.00
PNCS309990	0	202705	6366	SUNRISE PONTIAC	HUMMER REPAIRS	\$1,689.88
060913	0	202955	17542	SWARTZ CHARLES DAVID	UMPIRE	\$390.00
0110919-JN	0	202791	7500	SWEEPING CORPORATION	SWEEPING SERVICES	\$250.00
061213	0	202925	3025	SWINDLE JAMES T	UMPIRE	\$1,075.00
061213	0	202926	1039	SWORDS NEAL	UMPIRE	\$599.00
061113	0	202834	19956	TANNER JUSTIN	UMPIRE	\$165.00
061213	0	202927	19956	TANNER JUSTIN	UMPIRE	\$293.00
29106	0	202769	17194	TAP INDUSTRIES, INC.	MATERIALS FOR P.D. PROJECT	\$430.00
060913	0	203003	18920	TAPPER HAYDEN	SCOREKEEPER	\$200.00
060613	0	202553	8621	TATUM EDWARD H	RECEIVING MANAGER - GENERAL ELECTION	\$120.00
060913	0	203004	19367	TAYLOR MICHEAL	SCOREKEEPER	\$212.00
24134	0	202234	20267	TAYLOR RYAN		\$345.92
F301016468	0	203244	8347	TELECHECK	CHECK SERVICES - MAY 2013	\$646.82
657471042	0	202746	592	TELETOUCH COMMUNICAT	PAGERS - SFD	\$42.43
061213	0	202929	19034	TELLIS SAMMIE	UMPIRE	\$115.00
INV0121924	0	202721	4389	TEMPLE	GREEN LED	\$339.50
061213	0	202928	19033	TERRY CEDRIC	UMPIRE	\$110.00

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060613	0	202723	20330	THOMPSON CYNTHIA	POLL WORKER - GENERAL ELECTION	\$100.00
WO310058795	0	202750	715	THOMPSON MACHINERY	GENERATOR REPAIR @ GETWELL WTP	\$338.80
24132	0	202232	20266	THORNELL TRACEY		\$36.47
24104	0	202410	313	TIM MOTE PLUMBING	REHUNG SINK IN COOK SHED @ SNOWDEN	\$250.00
24140	0	203248	313	TIM MOTE PLUMBING	REPAIRS @ SNOWDEN & AMPHITHEATER	\$250.00
24118	0	203052	313	TIM MOTE PLUMBING	REPLACE TANK LID - SPD	\$135.00
05554311	0	202504	5890	TIME WARNER TELECOM	INTERNET/NETWORK	\$6,484.80
061213	0	202930	16706	TIPPITT JORDAN	UMPIRE	\$143.00
24148	0	202248	20280	TOUCHSTONE MARIN		\$22.04
061113	0	202835	16306	TOUNGETT THOMAS II	UMPIRE	\$50.00
061213	0	202931	16306	TOUNGETT THOMAS II	UMPIRE	\$408.00
000439660	0	202545	11139	TRAVELERS	CLAIM #F9Y2991 (G HENDERSON)	\$10,000.00
061113	0	202836	18764	TREADWAY HAROLD	UMPIRE	\$135.00
3224QB	0	202514	9591	TRI FIRMA	CLEAN UP DITCH SLOPE AND PLACE	\$1,740.78
3230QB	0	202511	9591	TRI FIRMA	DIG UP AND REPAIR WITH CONCRET	\$1,654.33
3227QB	0	203036	9591	TRI FIRMA	EROSION CONTROL AND SOD WORK I	\$1,812.36
3220QB	0	202366	9591	TRI FIRMA	EXCAVATED PIPE AND POURED CONC	\$3,566.69
3222QB	0	202457	9591	TRI FIRMA	HAUL RD TO HORN LAKE CREEK	\$419.67
3226QB	0	202399	9591	TRI FIRMA	HORN LAKE RD	\$423.56
3075QB	0	202783	9591	TRI FIRMA	HURRICANE CREEK	\$348.17
3196QB	0	202434	9591	TRI FIRMA	INSTALLED FENCE BACK, PLACED R	\$5,112.32
3217QB	0	202363	9591	TRI FIRMA	KELLY ARMSTRONG	\$520.70

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3037QB	0	202436	9591	TRI FIRMA	MOVED PIPE FROM HAMILTON RD TO	\$5,594.06
3238QB	0	203229	9591	TRI FIRMA	NEW DRAINAGE DITCH TCHULAHOMA/	\$1,707.70
3242QB	0	203247	9591	TRI FIRMA	PARKING DAMAGE FROM SPRINGFEST	\$189.11
3210QB	0	202367	9591	TRI FIRMA	REPAIRS PUMP RETENTION LAKE IN TRINITY	\$3,241.31
3214QB	0	202374	9591	TRI FIRMA	REPAIR BRIDGE @ CENTRAL PARK	\$339.36
3225QB	0	202513	9591	TRI FIRMA	REPAIR SINK HOLE IN BACK YARD	\$1,138.81
3221QB	0	202369	9591	TRI FIRMA	REPAIRED H HOLES AND PLACED DIRT	\$1,194.77
3211QB	0	202368	9591	TRI FIRMA	REPAIRED ROAD WASH I OUT	\$1,321.19
3219QB	0	202365	9591	TRI FIRMA	REPAIRED SINK HOLE AROUND TRAN	\$1,281.81
3216QB	0	202449	9591	TRI FIRMA	REPLACE CULVERT ON HORN LAKE R	\$80,195.78
3234QB	0	203223	9591	TRI FIRMA	REPLACE CURB BACK 7730 WOODRID	\$2,174.52
3081QB	0	202753	9591	TRI FIRMA	STATELINE RD (NATURES EARTH)	\$407.24
3223QB	0	202370	9591	TRI FIRMA	TCHULAHOMA RD	\$192.22
TC2680	0	202595	469	TRI-STAR COMPANIES,	HVAC LEAK REPAIRS	\$1,823.01
TC2720	0	202684	469	TRI-STAR COMPANIES,	HVAC SERVICES - SPAC	\$245.00
061113	0	202849	2857	TURNER DALE	UMPIRE	\$350.00
060913	0	203005	18638	TURNER HARRISON	SCOREKEEPER	\$60.00
060913	0	203006	19807	TURNER HAYDEN	SCOREKEEPER	\$70.00
060913	0	203007	18123	TWEEDY PEYTON	SCOREKEEPER	\$350.00
025-65129	0	203252	952	TYLER TECHNOLOGIES	COURT SOFTWARE MAINTENANCE	\$12,223.26
060613	0	202561	18135	TYSON ELIZABETH	POLL WORKER - GENERAL ELECTION	\$100.00
060913	0	202956	14678	TYUS JAMES DARRYL	UMPIRE	\$357.50

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7514365	0	203019	1114	UNION AUTO PARTS	2774 BRAKE PADS & ROTORS	\$199.44
7534261	0	203027	1114	UNION AUTO PARTS	3002 BRAKE PADS & ROTORS	\$274.04
7522180	0	203021	1114	UNION AUTO PARTS	3059 BLOWER MOTOR WHEEL	\$62.44
7522177	0	203022	1114	UNION AUTO PARTS	3059 OIL	\$46.17
7521674	0	203020	1114	UNION AUTO PARTS	3059 SEAL	\$8.35
7527842	0	203025	1114	UNION AUTO PARTS	3068 COOLING	\$44.06
7513898	0	203018	1114	UNION AUTO PARTS	3095 ROTORS	\$129.80
7512511	0	203017	1114	UNION AUTO PARTS	BRAKE PADS	\$53.63
7535783	0	203028	1114	UNION AUTO PARTS	OIL	\$39.15
7530558	0	203029	1114	UNION AUTO PARTS	OIL - SHOP INVENTORY	\$78.24
7522648	0	203023	1114	UNION AUTO PARTS	OIL - SHOP INVENTORY	\$691.74
7528166	0	203024	1114	UNION AUTO PARTS	SHOP - WASHER FLUID/ANTIFREEZE	\$70.44
111054722001	0	202500	11187	UNITED RENTALS	UNITED RENTALS	\$1,509.50
64775-1	0	202778	16517	UPCHURCH SERVICES, L	HVAC SERVICES	\$51.30
64775	0	202776	16517	UPCHURCH SERVICES, L	HVAC SERVICES	\$245.00
64619-L	0	202589	16517	UPCHURCH SERVICES, L	HVAC SERVICES - PARKS	\$472.50
64485	0	202591	16517	UPCHURCH SERVICES, L	HVAC SERVICES - PARKS	\$682.50
64490	0	202590	16517	UPCHURCH SERVICES, L	HVAC SERVICES AT PARKS	\$70.00
64497	0	202587	16517	UPCHURCH SERVICES, L	HVAC SERVICES AT PARKS	\$105.00
64619-M	0	202588	16517	UPCHURCH SERVICES, L	HVAC SERVICES AT PARKS	\$141.23
24165	0	202265	18400	VENTURE SIGNATURE HO		\$3.40
24166	0	202266	18400	VENTURE SIGNATURE HO		\$36.02

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9705499500	0	202600	1095	VERIZON WIRELESS	SPD MIFT'S	\$224.31
675	0	203232	19386	VINTAGE PLUMBING	1800 MAIN ST WATER LEAK REPAIR	\$855.00
672	0	203235	19386	VINTAGE PLUMBING	3330 BONNER (RE-ROUTE SEWER SERVICE)	\$225.00
673	0	203233	19386	VINTAGE PLUMBING	7218 WHITTEN PL (RE-ROUTE SEWER SERVICE)	\$225.00
674	0	203234	19386	VINTAGE PLUMBING	7218 WHITTEN PL - EMERGENCY SERVICE CALL	\$200.00
30282887	0	203222	2859	VULCAN CONSTRUCTION	RIP RAP FOR HORN LAKE ROAD	\$5,882.15
361629	0	202444	4622	W.M.DROKE	PLAN REVIEW	\$120.00
061213	0	202932	4620	WALKER LARRY	UMPIRE	\$356.00
060913	0	202957	4620	WALKER LARRY	UMPIRE	\$455.00
061113	0	203255	2762	WALLACE BRADLEY K	REIMBURSE CONF EXPENSES	\$1,764.92
060613	0	202560	14793	WALLIS, CHARLES D.	RECEIVING MANAGER - GENERAL ELECTION	\$120.00
061213	0	202933	18940	WARREN JASON	UMPIRE	\$712.00
061113	0	202850	11758	WARTENBURG TRACY	UMPIRE	\$195.00
060913	0	202958	11758	WARTENBURG TRACY	UMPIRE	\$390.00
2864255	0	202354	8127	WASTE CONNECTIONS OF	3335 PINE TAR ALLEY	\$105.96
2866807	0	202353	8127	WASTE CONNECTIONS OF	3376 NAIL RD	\$3,712.49
2866927	0	202351	8127	WASTE CONNECTIONS OF	4700 STATELINE RD - SOCCER COMPLEX	\$243.57
2866698	0	202352	8127	WASTE CONNECTIONS OF	7360 HWY 51 - ARENA	\$124.74
2866933	0	202355	8127	WASTE CONNECTIONS OF	800 STOWEWOOD - SOFTBALL FIELDS	\$1,555.75
2867623	0	202583	8127	WASTE CONNECTIONS OF	8554 NORTHWEST DRIVE	\$124.49
2864294	0	202356	8127	WASTE CONNECTIONS OF	8925 SWINNEA	\$95.15
2867479	0	202581	8127	WASTE CONNECTIONS OF	CITY HALL / SPD	\$324.22

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<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
2868317	0	202599	8127	WASTE CONNECTIONS OF	CURBSIDE RECYCLING	\$45,000.00
25	0	202787	19230	WASTE PRO	RUBBISH COLLECTION	\$68,820.00
061213	0	202934	8692	WELCH HENRY	UMPIRE	\$531.00
01483952	0	202372	17215	WELSCO, INC	OXYGEN	\$239.21
00090465	0	202358	17215	WELSCO, INC	OXYGEN	\$283.72
060913	0	203009	17669	WESTBROOK ALLISON	SCOREKEEPER	\$20.00
060913	0	203010	16704	WHITE ASHLEY	SCOREKEEPER	\$252.00
060913	0	203011	16126	WHITE JONAS	SCOREKEEPER	\$160.00
31592	0	202762	11134	WHITFIELD	ELECTRICAL SERVICES	\$1,180.33
31600	0	202328	11134	WHITFIELD	NEW CIRCUITS/OUTLETS AT PARKS OFFICE	\$749.63
31598	0	202501	11134	WHITFIELD	TROUBLESHOOT BREAKERS AT FIELD	\$1,383.27
31593	0	202502	11134	WHITFIELD	TROUBLESHOT GB LIGHTS	\$1,615.75
24126	0	202226	20259	WILKES KARIN		\$50.00
S-2864758	0	202454	4809	WILLIAMS EQUIPMENT	BOLTON CUTTING EDGE	\$356.16
W-2864447	0	202453	4809	WILLIAMS EQUIPMENT	SERVICE TO BOBCAT TRACKHOE	\$116.86
060613	0	202524	15122	WILLIAMS MARTHA	POLL WORKER - GENERAL ELECTION	\$100.00
97051008	0	203207	4694	WILLIAMS SCOTSMAN	GREENBROOK VOTING TRAILER	\$1,657.67
061113	0	202851	11978	WILLIAMS, KELLY	UMPIRE	\$135.00
060913	0	202959	11978	WILLIAMS, KELLY	UMPIRE	\$325.00
060413	0	202565	991943	WILLISKENNETH TODD	REFUND	\$50.00
306561	0	202582	834	WILLOUGHBY INC	FUEL	\$5,992.75
306560	0	202584	834	WILLOUGHBY INC	FUEL	\$12,171.93

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<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
298177	0	203221	834	WILLOUGHBY INC	GAS AND DIESEL FOR MAY AND PEP	\$3,323.40
298176	0	203220	834	WILLOUGHBY INC	GAS AND DIESEL FOR MAY AND PEP	\$9,886.04
24206	0	202306	20320	WILSON HELEN H		\$16.47
060913	0	202960	973	WINDSOR JEFF	UMPIRE	\$1,185.50
060613	0	202606	15915	WISEMAN CYNTHIA	AEROBICS INSTRUCTOR	\$45.00
053013	0	202389	15915	WISEMAN CYNTHIA	AEROBICS INSTRUCTOR	\$380.00
060613	0	202484	7888	WOODARD CRAIG	MEALS REIMBURSEMENT - FIRE ACADEMY	\$72.49
052313	0	202499	7888	WOODARD CRAIG	REIMBURSE MEALS WHILE AT FIRE ACADEMY	\$61.76
060913	0	203012	17981	WOODS EMILY GRACE	SCOREKEEPER	\$90.00
060613	0	202716	20334	WOODWARD OLAT	POLL WORKER - GENERAL ELECTION	\$100.00
24172	0	202272	20287	WOVERTON MAYE /WEEMS		\$31.12
061213	0	202935	11652	WRENN DALE	UMPIRE	\$489.00
061213	0	202936	2743	WRICE WILLIE	UMPIRE	\$553.00
051613	0	203054	14006	YOAKUM BRETT	PER DIEM - GULFPORT MS	\$82.00
24129	0	202229	20262	YOUNG NANCY C/O RAN		\$36.02
061213	0	202937	19965	ZALESKA ERIC	UMPIRE	\$217.00

**Total Invoices Paid on this Docket: \$1,612,249.72**

# 5. Appointment and Swearing In of City Appointees



## 4760 TANGLE CREEK COVE/ SOUTHAVEN, MS 38671

662-890-6048 /FAX: 662-890-6049

### SERVICE AGREEMENT

BETWEEN

CITY OF SOUTHAVEN & REEL NEET EROSION CONTROL

Description of work to be performed:

Bush Hogging & Trash Removal of Streets Listed Below.

Cutting and Trash Removal will be at a Average Distance of Twenty (20) Feet from the asphalt or curb as the case may be. Roundup spraying will occur Once (1) or Twice (2) a Year (depending on grass growth) around Street Signs and Fire Hydrants. Weedeating of signs will occur Once (1) or Twice (2) a Year (depending on grass growth and Roundup Control) around Streets and Fire Hydrants. There is a few fence rows along some R.O.W.s that will get the same Weedeating/Roundup treatment.

Stateline Road	Hudgins Road
Horn Lake Road	Desoto Road (North Side Only)
Tulane Road	Stanton Road
Rostin Road	First Industrial Drive
Doorchester	Rasco Road
Airways Blvd.	Swinnea Road
Gator Drive	Nail Road
Tchulahoma Road	Plum Point Road
Saulsberry Road	Getwell Road
Malone Road (West Side Only)	Mary Jane Lane
Snowden Lane	Central Parkway (North Side Only)
Church Road	Windy Lane
King Road	Elmore Road
Pepper Chase Drive	W.E. Ross Parkway
Highway 51 (East Side Only from Church Rd. to City Limits)	Old Airways Blvd.
College Road	Miller Road
Esrey Road	Brackett Road
Westmoreland Drive	Frances Road
North Hunter Drive	Wilborne Road
Starlanding Road	Bailey Road
Lester Road	Baptist Road
	Woods Lane

CONTINUED:

Trash and Debris picked up on City R.O.W.s will be disposed of in a City Dumpster, Knuckle Boom Truck, or Dump Truck.

Price per cutting and trash removal is: **\$18,500.00**

Price per trash removal only: **\$7,500.00**

Note: Cutting distance may vary in different locations due to land owners fences, ditches and other obstructions. The above distance is an average. Some places may be cut wider due to request from city officials. For a highlighted, detailed map of the city where roads are cut and not cut, please contact my office for the map. R.O.W.s at intersections are cut wide where possible so traffic has view of cross traffic.

Reel Neet provides other work as well, including land clearing (traditional way & forestry mulching), grading, seeding & strawing, hydro seeding, drainage work, erosion control, lawn maintenance, and landscaping. If you require any other services, please feel free to contact me.

If you have any questions, please contact me at my office 662-890-6048 or my cell 901-496-9909.

Thanks,



Blake Thomas  
Project Manager / Senior Estimator  
Reel Neet Erosion Control  
[blake@rnerosion.com](mailto:blake@rnerosion.com)

Approval

---

**City of Southaven**

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

## **CONTRACT BETWEEN SOUTHAVEN AND REEL NEET EROSION CONTROL**

This AGREEMENT made and entered into on this, the 3<sup>rd</sup> day of July, 2013, by and between the CITY OF SOUTHAVEN, MISSISSIPPI, of 8710 Northwest Drive, Southaven, DeSoto County, Mississippi, hereinafter referred to as "CITY," and REEL NEET EROSION CONTROL, Southaven, DeSoto County, Mississippi, hereinafter referred to as "CONTRACTOR."

### **RECITALS**

WHEREAS, Section 65-1-75 of the Mississippi Code Annotated (1972) requires the governing authority of any municipality to mow the grass of right of ways on highways or streets located within the municipal corporate limits; and

WHEREAS, Section 31-7-13 of the Mississippi Code Annotated (1972) authorizes the governing authority of the municipality to award contracts for services, such as right of way maintenance without bidding or Requesting Proposals; and

WHEREAS, CITY desires to contract with CONTRACTOR to mow and remove the trash of certain right of ways within the CITY; and

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

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

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

### **SECTION ONE SCOPE OF WORK**

CONTRACTOR shall bush hog and remove trash from the right of ways included in the CONTRACTOR'S Proposal. CONTRACTOR shall provide all services set forth in CONTRACTOR'S Proposal as attached hereto as Exhibit A. CONTRACTOR shall provide its own equipment and materials necessary to for such work. The CITY reserves the right to modify areas, quantities, intervals and number of activities of work covered under this contract without penalty at the unit price provided for in this contract. In the event that the CONTRACTOR is unable to provide the services needed by the CITY, the CITY reserves the right to immediately cancel this contract.

### **SECTION TWO CONTRACT PRICE**

CITY shall pay CONTRACTOR to perform the work at the agreed upon rates outlined in that Statement attached hereto and marked as Exhibit "A" and incorporated herein by reference. CONTRACTOR shall provide a detailed invoice and description of work, including units of hours and equipment, prior to receiving compensation from the CITY. Payment by owner shall be due within thirty (30) days of invoicing. Should the CITY require additional work to be performed, all such work will become a part of this contract.

### **SECTION THREE INDEMNITY AND INSURANCE**

CONTRACTOR agrees to indemnify and hold harmless CITY, its elected officials,

agents, employees, assigns and legal representatives from and against all damages, accidents and injuries to persons or properties caused by CONTRACTOR, his agents, employees or temporary employees or resulting from or in conjunction with CONTRACTOR cleaning such properties for CITY. This of this Agreement shall be deemed to survive the expiration or earlier termination of this Agreement. CONTRACTOR shall provide Liability (personal injury and property damage) insurance in the minimum amount of \$1,000,000 with confirmation thereof to be delivered to CITY prior to commencement of services. All equipment shall be insured and confirmation provided to the CITY. This section of this Agreement pertaining to indemnification shall be deemed to survive the expiration or earlier termination of this Agreement.

#### **SECTION FOUR TERM AND TERMINATION**

This Agreement shall become effective upon signature by both parties and shall expire on July 3<sup>rd</sup>, 2013 and shall continue until December 31, 2013 with renewal solely at the CITY option. Either party shall have the right to terminate this Agreement upon said party giving written notice thirty (30) days in advance. CONTRACTOR agrees that this Contract may be terminated immediately, without notice, and without penalty or liability, in the event of default as it relates to any term of this Contract by CONTRACTOR or errors in billing by CONTRACTOR.

#### **SECTION FIVE ASSIGNMENT**

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

**SECTION SIX  
ENTIRE AGREEMENT**

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

**SECTION SEVEN  
EFFECT OF AGREEMENT**

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

**SECTION EIGHT  
GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi. The parties shall use good faith efforts to resolve any disputes hereunder. In the event of a dispute hereunder that cannot be resolved by mutual discussions between the CITY and the CONTRACTOR, the disputing party shall provide written notice to the other party outlining in detail the basis for the dispute. Jurisdiction and venue for all disputes hereunder shall be proper in the federal and state courts having competent jurisdiction in Desoto County, Mississippi.

**SECTION NINE  
INDEPENDENT CONTRACTOR**

CONTRACTOR acknowledges it is an independent contractor and is neither an

employee of CITY nor entitled to the same or similar benefits provided to employees of CITY. This Agreement reflects an arms-length transaction. Nothing in this Agreement creates a fiduciary, partnership, joint venture or employment or other agency relationship among the parties. This Agreement is not entered into for the benefit of, nor are any rights granted to, any third party except as expressly provided herein. In this respect, Contractor further acknowledges it is solely responsible for certain obligations, including but not limited to any and all taxes, withholding and workers compensation.

**IN WITNESS WHEREOF**, the parties have entered into this Agreement the 3rd day of July, 2013.

**CITY OF SOUTHAVEN, MISSISSIPPI**

**REEL NEET EROSION CONTROL**

---

Darren L. Musselwhite, Mayor

---

Blake Thomas

## **EXHIBIT A**

# **CITY OF SOUTHAVEN MISSISSIPPI**



## **EMPLOYEE POLICIES AND PROCEDURES MANUAL**

**DARREN MUSSELWHITE, MAYOR**

**KRISTIAN KELLEY, ALDERMAN WARD 1  
SHIRLEY BESHEARS, ALDERMAN WARD 2  
GEORGE PAYNE, ALDERMAN WARD 3  
JOEL GALLAGHER, ALDERMAN WARD 4  
SCOTT FERGUSON, ALDERMAN WARD 5  
RANDY FLORES, ALDERMAN WARD 6  
WILLIAM BROOKS, ALDERMAN-AT-LARGE**

**, CITY ADMINISTRATOR/CAO  
, CITY ATTORNEY/LEGAL**

**Revised and Adopted July 2, 2013**

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## **STATEMENT OF EQUAL OPPORTUNITY EMPLOYMENT**

Equal employment opportunity for all individuals regardless of race, color, creed, sex, religion, national origin, age, mental or physical handicap, disability, veteran status, uniformed service status, political affiliation, or any other prohibited basis under applicable federal, state or local law is the policy of the Mayor and Board of Alderman. In order to assure non-discriminatory personnel administration, the Mayor and Board of Alderman promotes non-discriminatory practices and procedures in all phases of city personnel administration. The Mayor and Board of Alderman's equal opportunity policy, therefore, prohibits any form of unlawful discrimination based on the foregoing and other considerations made unlawful by federal, state or local laws.

It is the view of the Mayor and Board of Alderman that equal employment opportunity can only be attained through the City's commitment to comply with all applicable laws affording equal employment opportunities to individuals including, among others, persons with disabilities. Accordingly, it is imperative that City employees make all personnel decisions in accordance with Mayor and Board of Alderman policies, practices, and procedures. The selection process and criteria must assure fair and equitable treatment of all qualified applicants and employees, including qualified applicants and employees with disabilities who can perform the essential functions of the position.

The Americans With Disabilities Act of 1990 requires city departments to make reasonable accommodations for the known physical and mental limitations of otherwise qualified individuals with disabilities who are applicants or employees, provided such accommodations do not cause undue hardships to City operations. Qualified individuals with disabilities are persons with disabilities who meet the job-related requirements of an employment position and who can perform the essential functions of the position with or without reasonable accommodations. For an individual to be considered to have a disability that individual must have a physical or mental impairment that substantially limits one or more major life activities, has a record of such impairment, or be regarded as having such impairment.

## **STATEMENT OF USERRA NOTICE**

The Uniformed Services Employment and Reemployment Rights Act (USERRA), prohibits discrimination against persons because of their service in the Armed Forces Reserve, the National Guard, or other uniformed services. USERRA prohibits an employer from denying any benefit of employment on the basis of an individual's membership, application for membership, performance of service, application for service, or obligation for service in the uniformed services. USERRA also protects the right of veterans, reservists, National Guard members, and certain other members of the uniformed services to reclaim their civilian employment after being absent due to military service or training. Ref: [38 U.S.C. § 4301](#), et. seq.

## **NOTICE OF COBRA CONTINUATION COVERAGE RIGHTS**

You are receiving this notice because you have recently become covered under a group health plan (the Plan). This notice contains important information about your right to COBRA continuation coverage, which is a temporary extension of coverage under the Plan. This notice generally explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect the right to receive it.

The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to you when you would otherwise lose your group health coverage. It can also become available to other members of your family who are covered under the Plan when they would otherwise lose their group health coverage. For additional information about your rights and obligations under the Plan and under federal law, you should review the Plan's Summary Plan Description or contact the Plan Administrator.

### **What is COBRA Continuation Coverage?**

COBRA continuation coverage is a continuation of Plan coverage when coverage would otherwise end because of a life event known as a "qualifying event." Specific qualifying events are listed later in this notice. After a qualifying event, COBRA continuation coverage must be offered to each person who is a "qualified beneficiary." You, your spouse, and your dependent children could become qualified beneficiaries if coverage under the Plan is lost because of the qualifying event. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

If you are an employee, you will become a qualified beneficiary if you lose your coverage under the Plan because either one of the following qualifying events happens:

- Your hours of employment are reduced, or
- Your employment ends for any reason other than your gross misconduct.

If you are the spouse of an employee, you will become a qualified beneficiary if you lose your coverage under the Plan because any of the following qualifying events happens:

- Your spouse dies;
- Your spouse's hours of employment are reduced;
- Your spouse's employment ends for any reason other than his or her gross misconduct;
- Your spouse becomes entitled to Medicare benefits (under Part A, Part B, or both); or
- You become divorced or legally separated from your spouse.

Your dependent children will become qualified beneficiaries if they lose coverage under the Plan because any of the following qualifying events happens:

- The parent-employee dies;

- The parent-employee's hours of employment are reduced;
- The parent-employee's employment ends for any reason other than his or her gross misconduct;
- The parent-employee becomes entitled to Medicare benefits (Part A, Part B, or both);
- The parents become divorced or legally separated; or
- The child stops being eligible for coverage under the plan as a "dependent child."

### **When is COBRA Coverage Available?**

The Plan will offer COBRA continuation coverage to qualified beneficiaries only after the Plan Administrator has been notified that a qualifying event has occurred. When the qualifying event is the end of employment or reduction of hours of employment, death of the employee, or the employee's becoming entitled to Medicare benefits (under Part A, Part B, or both), the employer must notify the Plan Administrator of the qualifying event.

#### **You Must Give Notice of Some Qualifying Events**

For the other qualifying events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you must notify the Plan Administrator within 60 days after the qualifying event occurs.

### **How is COBRA Coverage Provided?**

Once the Plan Administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage on behalf of their spouses, and parents may elect COBRA continuation coverage on behalf of their children.

COBRA continuation coverage is a temporary continuation of coverage. When the qualifying event is the death of the employee, the employee's becoming entitled to Medicare benefits (under Part A, Part B, or both), your divorce or legal separation, or a dependent child's losing eligibility as a dependent child, COBRA continuation coverage lasts for up to a total of 36 months. When the qualifying event is the end of employment or reduction of the employee's hours of employment, and the employee became entitled to Medicare benefits less than 18 months before the qualifying event, COBRA continuation coverage for qualified beneficiaries other than the employee lasts until 36 months after the date of Medicare entitlement. For example, if a covered employee becomes entitled to Medicare 8 months before the date on which his employment terminates, COBRA continuation coverage for his spouse and children can last up to 36 months after the date of Medicare entitlement, which is equal to 28 months after the date of the qualifying event (36 months minus 8 months). Otherwise, when the qualifying event is the end of employment or reduction of the employee's hours of employment, COBRA continuation coverage generally lasts for only up to a total of 18 months. There are two ways in which this 18-month period of COBRA continuation coverage can be extended.

### ***Disability extension of 18-month period of continuation coverage***

If you or anyone in your family covered under the Plan is determined by the Social Security Administration to be disabled and you notify the Plan Administrator in a timely fashion, you and your entire family may be entitled to receive up to an additional 11 months of COBRA continuation coverage, for a total maximum of 29 months. The disability would have to have started at some time before the 60th day of COBRA continuation coverage and must last at least until the end of the 18-month period of continuation coverage.

### ***Second qualifying event extension of 18-month period of continuation coverage***

If your family experiences another qualifying event while receiving 18 months of COBRA continuation coverage, the spouse and dependent children in your family can get up to 18 additional months of COBRA continuation coverage, for a maximum of 36 months, if notice of the second qualifying event is properly given to the Plan. This extension may be available to the spouse and any dependent children receiving continuation coverage if the employee or former employee dies, becomes entitled to Medicare benefits (under Part A, Part B, or both), or gets divorced or legally separated, or if the dependent child stops being eligible under the Plan as a dependent child, but only if the event would have caused the spouse or dependent child to lose coverage under the Plan had the first qualifying event not occurred.

### **If You Have Questions**

Questions concerning your Plan or your COBRA continuation coverage rights should be addressed to the contact or contacts identified below. For more information about your rights under ERISA, including COBRA, the Health Insurance Portability and Accountability Act (HIPAA), and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in your area or visit the EBSA website at [www.dol.gov/ebsa](http://www.dol.gov/ebsa).

### **Keep Your Plan Informed of Address Changes**

In order to protect your family's rights, you should keep the Plan Administrator informed of any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator.

## SECTION 1                      EMPLOYMENT

### A.     INTRODUCTION TO EMPLOYMENT

This handbook applies to all City of Southaven employees. This handbook is prepared to inform you about the city’s policies and to summarize the benefits that are available to the employee. Refer to this handbook whenever you have a question regarding your duties and job requirements. If you have a question that is not answered by this handbook, please consult your Department Head. For the purposes of this handbook, the term “governing authority/authorities” refers to the Southaven Mayor and Board of Alderman. This handbook may be altered and amended as necessary by the City Administrator/CAO and/or the governing authorities. Amendments and or other alterations to this handbook will be delivered, either hard copy or electronically, to each employee, and their department, by the Department of Finance and Administration. It is the employees responsibility to maintain the most current version of this handbook and any and all amendments.

**This handbook is not a contract, express or implied, and it does not alter your employment “at will” status. Nothing in this handbook should be construed as a guarantee of continued employment. Your employment may be terminated at any time, for any reason, with or without cause, with no advance prior notice. Likewise, you may terminate your employment at any time for any reason without prior notice.**

### B.     ANNOUNCEMENT OF RECRUITMENT

The Mayor and Board of Alderman and/or City Departments (through the Chief Administrative Officer) announces city job opportunities, places those job classes on recruitment, and accepts applications for those open positions. Job announcements are made in response to indicated manpower needs and, in some instances, to build lists of eligible applicants for anticipated future needs. Job announcements are posted on city bulletin boards located throughout City of Southaven facilities and on the City web site, [www.southaven.com](http://www.southaven.com). The City accepts applications for open/posted positions only. However, in some instances, the City may accept applications in order to build an applicant pool for potential future openings.

Job announcements may include the following:

- the job title
- the beginning salary
- the minimum education and experience requirements
- the department where the vacancy exists
- requirements for examination, if any
- the recruitment period and closing date, when applicable.

Current City of Southaven employees who have completed at least six (6) months of continuous employment with the City of Southaven may submit applications for any job classification at any time. Applications of individuals who are not City of Southaven employees, or who have not

completed at least six (6) months of continuous employment with the City are accepted only for jobs that are posted as open for recruitment.

### **C. ELIGIBILITY DETERMINATION**

An applicant's eligibility for a particular job class is evaluated by established standards to determine if he/she meets the minimum qualifications. If the applicant meets the minimum qualifications, the application is then rated based according to the related education, training, and experience listed on the applicant's application form, unless the job applied for requires either a written or a proficiency test. In that case, the application will be scored on the basis of the test score. Applicants will be notified of the date and site of the proficiency test or written examination, if one is required.

### **D. NEPOTISM**

No employee may work in the same department with a member of his/her immediate family. For the purpose of this handbook, immediate family shall include spouse, children, siblings, and parents.

### **E. PROMOTIONS**

A promotion is the movement of an employee from a position in one job class to a vacant position in a job class with more responsible duties and a higher salary range.

The City may consider filling vacancies by promoting qualified employees. The Department Head will post position openings on employee bulletin boards throughout the City of Southaven. An employee wishing to apply for a posted position should tell his/her immediate supervisor who may then arrange an appointment for the employee with the appropriate Department Head.

Promotions are made on a trial basis of six (6) months. A promoted employee will be entitled to all rights and benefits of the new position immediately upon assuming the position. After a promotion is made, however, there is no guarantee the employee will be able to return to the previous position if the promotion is unsuccessful.

### **F. PROBATIONARY PERIOD AND TERMINATION AT WILL**

Every employee, upon original entry into a city status position, must successfully serve a 6-month probationary period before that employee is granted city employee status. During the probationary period, the employee's work and conduct are carefully observed. Through close supervision, the employer determines if the individual is progressing toward successful performance of the major duties of the job. During the 6-month probationary period the employee may be terminated with or without cause or notice by the governing authority. Likewise, upon completing the probationary period, an employee may be terminated with or without cause. Upon approval by the Governing Authorities, the 6-month probationary period may be extended up to a twelve (12) month period.

Amended July 21, 2009

**Nothing in this handbook should be construed as a guarantee of continued employment. Your employment may be terminated at any time, for any reason, with or without cause, with no advance prior notice. Likewise, you may terminate your employment at any time for any reason without prior notice.**

#### **G. RESERVED**

#### **H. SENIORITY**

Each employee will accrue seniority as of his/her official date of hire. However, seniority is recognized only for full-time employees who have completed their probationary period. Employees automatically lose their seniority upon termination of continuous employment with the city. When and if an employee is rehired, the most recent date of rehire will become the date of hire for the purpose of seniority. Continuous employment is defined as a period of employment that has not been interrupted by a voluntary or involuntary relief from employment other than a separation from which an employee is eligible for reinstatement.

Seniority may be used as follows:

1. to determine the number of vacation days due an employee
2. to determine vacation scheduling when all other factors are equal
3. to determine shift bids and/or when job assignments in departments having such a system when all other factors are equal and the Department Head determines that use of seniority does not compromise the function of the department or endanger the safety of any employee.

#### **I. OUTSIDE EMPLOYMENT**

All outside employment must have the prior written approval of the Mayor. No employee may engage in outside employment that may cause a conflict of interest, or use the city employment for the advancement of such outside employment. No city employee shall use his/her city employment for personal gain. Outside employment must not interfere with performance of regularly assigned city duties. No employee will be permitted to conduct any other work during the hours he/she is on duty with the City of Southaven.

Amended October 18, 2005, January 25, 2006

#### **J. GRIEVANCE AND APPEAL RIGHTS**

A city employee, not on their probationary period, may file a grievance or an appeal on any grievable issue.

A probationary city employee may grieve or appeal only alleged acts of discrimination based on race, color, creed, religion, national origin, sex, age, disability, veteran status, uniformed service status or political affiliation in any personnel action or employment practice.

Grievances and appeals are discussed in further detail in Section 4 of this Handbook.

**K. RESERVED**

**L. PHYSICAL EXAMINATIONS**

All city employees must submit to a physical examination that is job related and consistent with business necessity. The examination will be conducted at the city's expense and the results will be maintained in strict confidentiality as provided by law. As a condition of employment, the city may require additional medical examinations at the expense of the city whenever, in the opinion of the city, such needs arise.

**M. TARDINESS**

If you are unavoidably delayed in getting to work, you should call the Department Head and tell them when you expect to arrive. All employees are expected to maintain punctual arrival times, however, there may be times when circumstances prohibit an employee from being on time. While allowances are made for such occasions when tardiness is beyond the control of the employee, habitual tardiness may result in further disciplinary action up to and including termination.

**N. DISCIPLINE**

The City of Southaven believes in progressive discipline, whereby the employee is given notice, either written or verbal, that their behavior is not consistent with policies and procedures. The City also believes in offering employee(s) the opportunity to correct their behavior. However, not all behavior may be deemed correctable and certain behavior may be deemed to severe for corrective measures, and as such, other disciplinary actions shall be deemed appropriate. Such actions may include termination of employment.

**O. TRAVEL AND EXPENSES**

**Travel Approval**

Employees traveling within the State of Mississippi shall provide department head authorization prior to being approved for official travel. Employees traveling out-of-state shall provide department head authorization as well as the Chief Administrative Officer (CAO) authorization prior to being approved for official travel. CAO is defined in accordance with Mississippi Code of 1972 Section 21-3-25 and with the City of Southaven Municipal Ordinances.

The City's elected officials wishing to travel for official business within the United States shall require individual authorization from the City Board of Alderman through an official Board action.

## **Allowable Expenses**

If an officer or employee (part-time or full-time) is required to travel in the performance of an official duty (official travel), travel expenses incurred by the officer or employee related to the official travel may be paid or reimbursed by the City of Southaven ("City") in accordance with Mississippi Code of 1972 Sections 21-39-27, 25-3-41, 25-3-45 and any other section of Mississippi Code of 1972 that applies to official travel and/or reimbursement/payment thereof.

Travel expenses shall include, but not be limited to: mileage, taxi fares, rental car expense, public carrier fares (airplane, bus, train), conference/seminar registration fees, lodging expenses, meal expenses, telephone charges, baggage handling charges, hotel/airport parking fees.

In order for an officer or employee (part-time or full-time) of the City to be reimbursed for any official travel related expense, the required approval must be obtained as stated above. Detailed receipt(s) must be provided stating the purpose of the expense. The original invoice for which reimbursement is claimed must be attached. Invoices must be submitted for hotel, airfare and airport parking and other charges in excess of \$10.00. For hotels, reimbursement is made for only the single room rate.

Mileage if using a personal car shall also be reimbursed at the current federal approved mileage rate. Where two (2) or more officers or employees travel in one (1) privately-owned motor vehicle, only one (1) travel expense allowance at the authorized rate per mile shall be allowed for any one (1) trip. When the travel is done by means of a public carrier or other means not involving a privately-owned motor vehicle, then the officer or employee shall receive as travel expense the actual fare or other expenses incurred in such travel.

## **Travel Advances**

Any officer or employee (part-time or full-time) of the City, who is required to travel in the performance of his official duties, may receive funds before the travel, in the discretion of the administrative head of the employee's department, board or commission involved, for the purpose of paying necessary expenses incurred during the travel within appropriated and approved municipal budget.

Upon return from the travel, the officer or employee shall provide receipts of lodging, meals, and other expenses incurred during the travel. Any portion of the funds advanced which is not expended during the travel shall be returned by the officer or employee.

## **Meal Reimbursement**

The city shall reimburse the maximum daily meal amount as determined by State of Mississippi and the State Department of Finance and Administration for each day or half day of travel.

Officer and employees shall be reimbursed the actual cost of meals incident to official travel, not to exceed the daily maximum for the specific location of assignment. Meal tips should be included in the actual cost of the meal unless the inclusion of the tips causes the meals to exceed

the maximum daily meal reimbursement (as noted below). If the daily meal limitations would be exceeded, then the tips can be separated and recorded as other expenses. All tips reported in this manner should be totaled for the day and not exceed 15% of the maximum daily meal reimbursement or the actual meal expense, whichever is less. Alcoholic beverages are not reimbursable. Reimbursement shall be made based on the following sliding scale not to exceed the following rates (As per the State of Mississippi Travel Rules & Regulations 10/18/2012 and <http://www.dfa.state.ms.us/Purchasing/Travel/convertedrates.pdf>):

Federal Register Maximum Per Diem Rate	Maximum State Reimbursement Rate
\$1-\$149	\$41.00
\$150-\$164	\$46.00
\$165-\$179	\$51.00
\$180- up	\$56.00

**City Issued Credit Card Travel Expenses**

The City may acquire one or more credit cards which may be used by members of the governing authority of the City and City employees to pay expenses incurred by them when traveling in or out of the state in the performance of their official duties. The municipal clerk shall maintain complete records of all credit card numbers and all receipts and other documents relating to the use of such credit cards.

The members of the governing authority and City employees shall furnish receipts for the use of such credit cards each month to the City clerk who shall submit a written report monthly to the governing authority. The report shall include an itemized list of all expenditures and use of the credit cards for the month, and such expenditures may be allowed for payment by the municipality in the same manner as other items on the claims docket.

The issuance of a credit card to a member of the governing authority or City employee under the provisions of this section does not authorize the member of the governing authority or City employee to use the credit card to make any expenditure that is not otherwise authorized by law. Any member of the governing authority or City employee who uses the credit card to make any expenditure that is not approved for payment by the governing authority shall be personally liable for the expenditure and shall reimburse the City. The employee shall be subject to all interest and fees and other charges related to the collection of expenditures not approved by the governing authority.

Any travel expenses paid for by a City issued credit card or a personal debit/credit card shall require a receipt prior to any payment and/or reimbursement. Failure to provide any receipt shall make the individual incurring the travel expense personally liable for the expense(s). In accordance with the Mississippi Code of 1972, Section 25-3-45, anyone who knowingly and

willfully violates any provisions of the law, is guilty of a misdemeanor. The penalty for conviction is loss of job, a fine of not more than \$250.00, and civil liability for the full amount of the expenses illegally received, allowed, or approved. The person receiving the reimbursement is also liable whether the violation was willful or not.

Amended July 2, 2013

**P. TIME CARDS**

Time cards must be filled in each day you report to work, not at the end of the pay period. Each employee is responsible for the completion of his/her own time card. No one other than the employee may complete a time card for that particular employee without the prior approval of the appropriate department head. Each department head, or their designee, is responsible for submitting their department's time cards to the Department of Finance and Administration (payroll department) for processing.

Failure to complete a time card properly or failure to submit time card(s) in a timely manner for payroll processing may result in a loss of pay for that pay period or other disciplinary action.

**Q. LONGEVITY**

Longevity pay will be reviewed on an annual basis and determined by the Mayor and Board of Alderman; such pay may be modified annually or at the discretion of the Mayor and Board of Alderman may be eliminated. Longevity pay is computed by using the employee's time of service as of September 30 of each year. Only full time employees shall be eligible for longevity pay. For the purposes of this section, the Mayor qualifies as a full-time employee and is eligible for longevity pay. Longevity pay currently is computed as follows:

<u>Years of Service</u>	<u>Amount of Pay</u>
5	\$200.00
6	\$400.00
7	\$600.00
8	\$800.00
9	\$1,200.00
10	\$1,500.00
11	\$1,800.00
12	\$2,100.00
13	\$2,400.00
14	\$2,700.00
15	\$3,000.00
16	\$3,350.00
17	\$3,550.00

18	\$3,750.00
19	\$3,950.00
20	\$4,150.00
21	\$4,350.00
22	\$4,550.00
23	\$4,750.00
24	\$4,950.00
25	\$5,150.00
26+	\$200 additional for each year over 25

**R. BULLETIN BOARDS, E-MAIL, COMPUTERS AND VOICE MAIL**

Any material or communications including but not limited to those on bulletin boards, e-mail, computers and voice mail are the property of the City and may be viewed, erased or otherwise used or destroyed by the City at any time. Employees are expected to use the City’s bulletin boards, e-mail, computers, and voice mail in manners consistent with Section 1.0 Part S of this handbook. Any violation of this policy may result in disciplinary action, up to and including termination. Employees have no expectation of privacy in any materials or communications utilizing the City’s bulletin boards, e-mail, computers or voice mail. Any such materials or communications may be monitored to ensure compliance with this policy or other policies of the City.

Amended Tuesday, October 16, 2007  
Amended October 2010

**S. INTERNET AND COMPUTER POLICY**

The City expects and requires that its employees use City computers and Internet access through City computers in a reasonable fashion. To that end, the City strictly prohibits employees from accessing, storing, or communicating any inappropriate material on City computers or through the Internet. Usage of City computers and the Internet must be consistent with City policies. Any violation of this policy may result in disciplinary action, up to and including termination. Employees have no expectation of privacy in any materials or communications or content via the Internet. Inappropriate material includes, but is not limited to, any pornographic or other sexually explicit material, violent material, derogatory, racial or ethnic material, or any other material the possession of which in the workplace would be contrary to the policies prohibiting harassment in the workplace. Any such materials or communications may be accessed and monitored by the City to ensure compliance with this policy.

The City of Southaven recognizes the growing importance of online social media networks as a communication tool. This policy addresses employees’ use of such networks including: personal websites, web logs (blogs), wikis, social networks, online forums, virtual worlds, and any other kind of social media. The City of Southaven respects the right of employees to use these mediums during their personal time. Use of these mediums during City time or on City equipment, however, is prohibited.

The City of Southaven takes no position on employees’ decision to participate in the use of social media networks. In general, employees who participate in social media are free to publish

personal information without censorship by the City of Southaven. Employees must avoid, however, posting information that could harm the City of Southaven using the guidelines set forth below.

All employees are responsible for maintaining the organization's positive reputation and under no circumstances should employees present the City to the public in a manner that diminishes its standing within the community. Instead, employees are responsible for presenting the organization in a manner that safeguards the positive reputation of themselves, as well as the organization's employees.

If an employee chooses to identify him or herself as a City of Southaven employee on any social media network, he or she must adhere to the following:

- Employees are required to state in clear terms that the views expressed on any social media network are the employee's alone and that they do not necessarily reflect the views of The City of Southaven.
- Employees are prohibited from disclosing information on any social media network that is confidential or proprietary to the City of Southaven or to a third party that has disclosed information to the organization. For example, information about or identifying the organization's customers, co-workers, incidents that occur at the City of Southaven.
- Employees are prohibited from displaying the City of Southaven logo on any social media network without permission from the City of Southaven. Also, they should not post images of co-workers without the written consent of their co-workers'. Finally, employees are prohibited from posting any nonpublic images of The City of Southaven premises and property.
- Employees are prohibited from making statements about the City of Southaven, their coworkers, our customers, agents, or partners that could be considered as harassing, threatening, libelous, or defamatory in any way.
- Employees are prohibited from acting as a spokesperson for the City of Southaven or posting comments as a representative of the organization.
- Employees are prohibited from sharing any communication that engages in personal or sexual harassment, unfounded accusations, or remarks that would contribute to a hostile work environment (racial, sexual, religious, etc.), as well as any behavior not in agreement with the general municipal policies.

Employees may be required to disclose annually to the City of Southaven whether or not they have a personal web site or blog.

Employees who participate in social media may still decide to include information about their work at the City of Southaven as part of their personal profile, as it would relate to a typical social conversation. This may include:

- Work information included in a personal profile, to include organization name, job title, and job duties.
- Status updates regarding an employee's own job promotion.

- Personal participation in the City of Southaven sponsored events, including volunteer activities.

An employee who is responsible for a social media posting that fails to comply with the guidelines set forth in this policy or that otherwise causes harm to the City of Southaven may be subject to discipline, up to and including termination. Employees will be held responsible for the disclosure, whether purposeful or inadvertent, of confidential or proprietary organization information, information that violates the privacy rights or other rights of a third party, or the content of anything posted on any social media.

Anything posted on an employee's Web site or blog or other Internet content for which the employee is responsible will be subject to all the City of Southaven policies, rules, regulations, and guidelines. The City of Southaven is free to view and monitor an employee's website or web log at any time without consent or previous approval.

Finally, employees should let the Information Technology (IT) Department know if they encounter incorrect information about the City of Southaven that might randomly appear online. Employees themselves should not attempt to correct any such information that appears online.

## **T. CELL PHONE POLICY**

Employees whose work necessitates a cell phone and a cell phone plan purchased by the City should restrict use to City business only. If personal use is required, reimbursement to the City for personal calls shall be reimbursed at actual costs. Timely reimbursements should be made upon receipt of telephone statements.

Personal cell phone use for City business should be limited to only necessary and immediate City related business needs. It is the responsibility of the employee's department to monitor cell phone use and reimbursements for appropriateness. Departmental offices have the right to review, question, and limit reimbursement requests of employees' personal cell phone bills.

The employee should retain documentation supporting the request for reimbursement but does not need to attach such documentation to request under \$25 per month. Reimbursement requests for more than \$25 will require either a log that identifies individual calls by number of minutes, area code, and phone number or a copy of the cell phone bill which identifies the calls for which reimbursement is requested.

To keep processing and administering costs to a minimum, employees are encouraged to accumulate at least \$25 in business cell phone charges before submitting requests for reimbursement unless requests are combined with other reimbursement requests that exceed the \$25 minimum. Abuse of this policy may result in disciplinary actions. Employees shall not use their city issued or personal cell phone while operating a city vehicle. An employee in violation of this is subject to disciplinary actions up to and including termination.

## **U. EMPLOYEE DRESS CODE**

Each employee of the City of Southaven is expected to present a clean and professional appearance when representing the city. Municipal employees come into contact with the public on a daily basis and are expected to dress in appropriate business attire.

Updated July 24, 2006

Monday through Thursday, the dress of the administrative offices of the City of Southaven should be business dress. In particular, employees are required to dress in a professional manner. This is accomplished by observing the following rules for business dress:

- a. No halter tops
- b. No revealing or provocative clothing
- c. No shorts, tee-shirts, short skirts or low-cut necklines
- d. No tight, clinging or see-through items
- e. No clothing or accessories that would in any way be a distraction to either the public or other employees

On Fridays, the acceptable attire will be the City-issued shirt (or similar) and slacks. If an individual does not wish to dress casually and wear the City issued shirt (or similar) with business casual khakis or slacks, they should end the week with the type of dress clothing worn Monday through Thursday. Business dress is always acceptable.

While wearing the acceptable Friday City issued shirt with slacks, it is wise to keep a jacket in the office that can be worn over casual attire in order to be prepared for any unexpected situations that may require a more professional look (visits by dignitaries, impromptu press conferences, etc).

In addition to “distracting” clothing or accessories, all excessive forms of body-piercing (any piercing not confined to earlobes and/or multiple piercing in earlobes) as well as visible tattoos are considered inappropriate for employees of the City of Southaven while on duty.

All legitimate requests to alter the dress code policy will be considered on a case-by-case basis or when an employee has a particular disability or religious belief that is contrary to this City dress code policy.

This dress code policy is adopted in order to provide a guide for employees who wish to maintain the proper business attire while in the employ of the City of Southaven. Employees who are required to wear a City issued uniform (fire fighters, police officers, etc) shall wear the appropriate dress in accordance with the specific department.

## **V. SAFETY POLICY**

The City of Southaven has as its objective for all employees that any operation performed as part of an employee’s duties be conducted in the safest and most efficient manner possible.

To that end, Department Heads and Divisional Directors are charged with the responsibility and authority to direct safety training and deal with safety issues within their respective area of operation. Department Heads will be given direction and support by the Safety Committee as to how such training will be achieved. In addition, policies and procedures will be reviewed by the Safety Committee for adoption, amendment and/or implementation if warranted; complaints and corrective measures (if warranted) shall be addressed by the Safety Committee.

Updated, January 23 2007

Furthermore, all employees are responsible to be aware of their work conditions, equipment and environment and shall report unsafe conditions, accidents / incidents or any other safety matter to their supervisor immediately.

A Safety Committee shall be formed in order to make recommendations to the Administration regarding establishing initial policy and procedures, making assignments for training and aiding in setting up initial meetings which are to become part of all offices' routine. Subsequently, this body will evaluate policy, complaints, accidents / incidents, etc. in order to make ongoing recommendations for improvement and amendment of the overall safety procedures for the City. This group shall meet initially as required to establish policy and procedures and to evaluate initial training sessions; after that, this body shall meet quarterly to address standing agenda items as well as any other issues relevant to its cause and attendance and meeting minutes shall be kept for review purposes and record. Special meetings shall be called as required. This group shall have the following general goals:

- Promote safety in all scopes of work throughout City operations
- Review accidents / incidents and use information to gauge effectiveness of program and recommend revision as required
- Monitor overall program for needed improvements regardless of accidents / incidents and make recommendations as required
- Address matters regarding safety equipment in the workplace
- Address general training sessions and seek new resources when needed as well as addressing any special training issue that may arise from a particular Department / Division
- Perform and/or monitor routine self-inspections for all Departments / Divisions

It is recommended that the City of Southaven adopt as a standard guideline for Safety Policy and Procedures the following: *Risk Control Manual* from the Mississippi Public Entities Workers' Compensation Trust.

Regular safety meetings shall be held in all offices, Departments and Divisions throughout the City to address basic safety issues relevant to each area of operation and to address any questions or special concerns that have emerged from the previous period. These meetings shall keep attendance records and minutes for review and record documentation. Special meetings may be called as warranted. These meetings shall generally be presided over by Supervisors, Department Heads or Divisional Directors.

Regular safety inspections shall be performed and/or monitored by Supervisors, Department Heads or Divisional Directors to evaluate the condition of equipment, vehicles, etc. as well as

working conditions and operations performed by employees. These are intended to discover safety problems before they become an accident / incident report. Periodic safety inspections shall be performed by Safety Committee representatives to evaluate the overall working conditions within the City.

In addition to appropriate emergency personnel involved with any accident / incident resulting in serious injury or death – the Department Head and Divisional Director shall evaluate emergency personnel reports, interview witness employees, etc. as required to prepare a report to be presented to the Safety Committee. For accidents / incidents that result only in minor injury and/or damage to property – Department Head and Divisional Director shall gather information necessary to prepare a report to be presented to the Safety Committee.

Basic Safety Policy (*to be updated as required*):

- Report any injury to Supervisor immediately.
- Inspect machinery, equipment or vehicle daily prior to any use in performance of duties.
- Report any unsafe equipment or working conditions to Supervisor immediately.
- Do not operate any machinery, equipment or vehicle without appropriate safety equipment.
- Do not operate any machinery, equipment or vehicle without training provided by Supervisor unless Supervisor has given prior approval for such operation based on employee's knowledge and experience.
- Do not modify standard operation procedures for any machinery, equipment or vehicle whether for time efficiency or any other reason.
- Do not misuse any machinery, equipment or vehicle for purposes other than it was intended nor for any "practical jokes" or other horseplay.
- Ask Supervisor if there are any doubts about the safe use of any machinery, equipment or vehicle.
- All substance abuse policies and prohibitions included in Employee Handbook apply to this Safety Policy.
- Notify Supervisor if any legal prescription or over-the-counter medications are being taken that could impair ability to operate machinery, equipment or vehicle used in the performance of duties.
- Use all safety devices and equipment available in order to perform duties safely – included proper dress for duties performed.
- Obey all safety warnings posted either by the City or by product manufacturer when performing duties.
- Avoid unsafe conditions like standing under suspended loads, jumping from heights without using steps, etc. or any other such condition that may result in unnecessary injury.

## SECTION 2 EMPLOYEE LEAVE, REGULATIONS AND BENEFITS

### A. HOLIDAYS

City employees receive regular pay for ten (10) legal holidays and for any other day proclaimed as a holiday by the Governor or the President of the United States (Section 3-3-7, Mississippi Code of 1972, as amended).

The legal holidays are as follows:

January 1	News Year's Day
The Third Monday of January	Martin Luther King, Jr. and Robert E. Lee's Birthday
The Third Monday of February	Washington's Birthday
The Friday before Easter Sunday	Good Friday
The Last Monday of May	Memorial Day and Jefferson Davis' Birthday
July 4	Independence Day
The First Monday of September	Labor Day
November 11	Veterans Day
A day fixed by proclamation of the Governor of Mississippi as a day Of Thanksgiving, which shall be Fixed to correspond to the date Proclaimed by the President of the United States	Thanksgiving Day
December 25	Christmas

Provided, however, that in the event any holiday hereinbefore declared legal shall fall on Saturday, then the preceding Friday shall be a legal holiday. If the holiday shall fall on a Sunday, then the following Monday shall be a legal holiday.

When, in the opinion of the governing authority, it is essential that a city employee work during an official city holiday, the employee shall receive credit for the day. ([Refer to Section 25-3-92\(1\), Mississippi Code of 1972, as amended](#) .)

The governing authority may require employees in specific job classes to work on an official city holiday and be paid call-back pay in lieu of receiving compensatory time credit.

No employee may receive holiday pay for a holiday in which sick leave was taken either the day prior or following the holiday.

This section shall not apply to employees receiving a shift differential stipend

**B. EMPLOYEE WORK SCHEDULES**

All city offices shall be open and staffed for the normal conduct of business from 8:00 a.m. until 5:00 p.m., Monday through Friday, unless altered by the Mayor and Board of Alderman.

The City of Southaven defines a normal work schedule as eight hours per day, 40 hours per week, 173.929 hours per month and/or 2,087 hours per year.

Each part-time employee shall be provided a schedule of working hours.

To provide for maximum flexibility in scheduling employees, each department may develop modified work schedules providing for flextime or compressed work schedules. "Flextime" is a schedule that offers departmental management a choice, within limits, to vary employee arrival and departure times from work. A "compressed work schedule" allows departmental management to schedule the basic work requirement in less than the usual five workdays a week. All "flextime" and compressed time work schedules must be approved by the Mayor and Board of Alderman.

**C. TRANSFER OF LEAVE BETWEEN AGENCIES**

All accrued leave, both medical and personal leave, shall be transferable between departments

**D. PERSONAL LEAVE**

All full-time and exempt employees, other than fire fighters, hired *after* January 1, 1991 will accrue paid personal leave at the following annual rate based on total continuous service, as of September 30 of each year:

<u>Service</u>	<u>Leave accrual rate</u>
1 Month—23 Months	40 hours
24 Months—72 Months	80 hours
73 Months—120 Months	120 hours
121 Months—Over	160 hours

All full-time firefighters hired *after* January 1, 1991 will accrue paid personal leave at the following annual rate based on total continuous service:

<u>Service</u>	<u>Leave accrual rate</u>
1 Month—23 Months	120 hours
24 Months—72 Months	144 hours
73 Months---120 Months	168 hours
121 Months—Over	240 hours

All full-time and exempt employees, other than fire fighters, hired *prior* to January 1, 1991 will accrue paid personal leave at the following annual rate based on total continuous service:

<u>Service</u>	<u>Leave accrual rate</u>
1 Month—23 Months	40 hours
24 Months—72 Months	80 hours
73 Months—120 Months	120 hours
121 Months—240 Months	160 hours
240 Months---360 Months	200 hours
Over 360	240 hours

All full-time firefighters hired *prior* to January 1, 1991 will accrue paid personal leave at the following annual rate based on total continuous service:

<u>Service</u>	<u>Leave accrual rate</u>
1 Month—23 Months	120 hours
24 Months—72 Months	144 hours
73 Months---120 Months	168 hours
121 Months—240 Months	240 hours
241 Months---360 Months	300 hours
Over 360 Months	360 hours

Personal leave may only be granted to full-time employees with over 480 hours (3-months) of service. Part-time and temporary employees shall not earn personal leave. Personal leave shall begin accruing on the date the employee begins work, not the date of initial hire.

For the purpose of computing credit for personal leave, each employee shall be considered to work not more than forty hours each week. The provisions of this section shall not apply to military leaves of absence. The time for taking personal leave shall be determined by the governing authority of which such employees are employed.

The earned personal leave of each employee shall be credited the first full pay period after January 1 each year. It shall be unlawful for a department to grant personal leave in an amount greater than was earned and accumulated by the employee.

Amended December 2012

Employees are encouraged to use earned personal leave. Personal leave may be used for vacations and personal business as scheduled by the governing authority. Accrued personal or compensatory leave may also be used for an illness in the employee's immediate family. There shall be a limit to the accumulation of personal leave. Only upon voluntary termination of employment or retirement may an employee be paid for not more than one hundred and sixty (160) hours; two-hundred and forty (240) for firefighters, of accumulated, unused personal leave.

Personal leave pay will be based on the rate of pay you receive when your personal leave time begins. You can use earned personal leave time for injury leave or in conjunction with holiday pay. Except as provided by the Family and Medical Leave Act, personal leave may not be used in conjunction with major medical leave.

Up to 80 hours of leave without pay per employee per year may be approved by each department head. Salaried employees (exempt employees) shall use personal leave whenever they are not at work. The beneficiary of an employee who dies with unused personal leave shall receive payment for all personal leave accumulated but not used by the employee up to one hundred sixty (160) hours of accumulated leave.

After January 1, 2012, paid leave will be used by drawing down on any existing leave balance. Should an employee not use and/or otherwise take their accrued leave within a 12-month period, such leave shall not carry over into a following 12-month period. Any personal leave earned but not used in a 12-month period shall be designated as follows: 100% of time shall be counted as major medical leave.

In accordance with Mississippi Code Section 25-11-103(i), the Governing Authority of the City of Southaven may offer an employee leave buy-back program. When funding is available and accounted/budgeted for within the municipal budget, an employee may "cash-out" his or her unused vacation balance in an amount not to exceed 160 hours. The Governing Authority will establish the date such buy-back will take place and the maximum amount of time/leave to "buy back". Prior to any employee leave balance buy back, the funding shall be adopted by the Governing Authority.

Revised August 30, 2011, September 20,2011

## **E. MAJOR MEDICAL LEAVE**

Major medical (sick) leave may be used for illness of the employee, for illness of a member of his/her immediate family and for physician appointments when it is not possible to schedule them during non-working hours. For purposes of this section, "immediate family" shall be deemed to include: (1) spouse; (2) children, step-children; (3) parents, step-parents, foster parents and parents-in-law; (4) sibling; and (5) other members of the family who reside within the home of the employee. "Physician" means a doctor of medicine, osteopathy, dental medicine, podiatry or chiropractic. For each absence due to illness more than two (2) working days/shift days, paid Major medical leave shall be authorized only when certified by the attending physician.

Major medical leave is provided for the reasons stated in this policy and may not be used for other purposes and may not be advanced. Abuse of sick leave by an employee will result in the withholding of payment of the sick leave and possible disciplinary action up to and including termination. A supervisor, or his designee, may perform a routine wellness check by going to the employees place of residence to check on their well-being.

You will begin to earn major medical leave on the day you begin work, but may not use it until you have completed six months of continuous employment. However, if you have less than six-months of service and have filed a Workman's Comp claim and are set to miss work due to an on the job injury sustained during your first six-months of employment, you may use the Major medical leave you have in order to compensate for any gaps in compensation by Workman's Comp.

Major medical leave will be based on an employees workweek, and overtime will not be used to add extra time to accumulate sick leave. Employees accrue Major medical leave at the following rate(s): all hourly and salaried employees (excluding employees on a 24-hour shift) earn major medical leave at a rate of four (4) hours per pay period of major medical leave. Major medical leave shall not be accrued for an hourly or salaried employee that does not work at least 76 hours in any given pay period. Employees on a twenty-four hour shift earn major medical leave at the rate of six (6) hours per pay period. Employees on a 24-hour shift shall not accrue major medical leave until that employee has worked at least 80 hours in a pay period.

No payment will be made for unused major medical leave upon termination of employment.

All sick leave and prime leave earned prior to January 1, 2012 shall be transferred to and classified as major medical leave.

Amended December 20, 2005, January 20, 2009, August 30, 2011, Sept 20, 2011

## **F. FAMILY AND MEDICAL LEAVE ACT (FMLA)**

### ***General Provisions***

The Family and Medical Leave Act (FMLA) was enacted into law on February 5, 1993 and took effect August 5, 1993. All departments of the City of Southaven are considered covered employers under the Act, and any and all future amendments/revisions to said Act.

The FMLA entitles eligible employees to take up to twelve (12) weeks of unpaid, job-protected leave in a 12-month period for specified family and medical reasons and makes it unlawful for any department to discharge or discriminate against any person for opposing any practice made unlawful by the Act or for involvement in any proceeding under or relating to the Act. Further, the governing authority shall not interfere with, restrain, or deny the exercise of, or the attempt to exercise any right provided under the Act.

The FMLA does not affect any other federal law that prohibits discrimination and does not supersede any local law that provides greater and more generous leave rights.

### ***Notice to Employees***

Each department shall post and keep posted, in conspicuous places where notices to employees and applicants are customarily posted, a notice summarizing the entitlement to family leave and providing information concerning the procedures for filing complaints of violations of the Act.

### ***Definitions for Purposes of FMLA***

Health Care Provider:

- A. A doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the jurisdiction in which the doctor practices; or
- B. Any other person determined by the Governing Authority to be capable of providing health care services, including only:
  - 1. Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice in the jurisdiction and performing within the scope of their practice as defined under applicable law;
  - 2. Nurse practitioners, nurse-midwives and clinical social workers who are authorized to practice under applicable law and who are performing within the scope of their practice as defined under applicable law;
  - 3. Christian Science practitioners listed with the First Church of Christ Scientist in Boston, Mass. Where an employee or family member is receiving treatment from a Christian Science practitioner, an employee may not object to any requirement from an employer that the employee or family member submit to examination (though not treatment) to obtain a second or third certification from a health care provider other than a Christian Science practitioner, except as otherwise provided under applicable law;
  - 4. Any health care provider from whom the City or the City's group health plan's benefit manager will accept certification of the existence of a serious health condition to substantiate a claim for benefits; and
  - 5. A health care provider listed above who practices in a country other than the United States, who is authorized to practice in accordance with the law of that country, and who is performing within the scope of his or her practice as defined under such law.

Authorized to practice under applicable law: Means that the provider must be authorized under state law to diagnose and treat physical or mental health conditions without supervision by a doctor or other health care provider.

Incapacity: Inability to work, attend school or perform other regular daily activities due to 1) a serious health condition, 2) treatment for a serious health condition, or 3) recovery from a serious health condition.

Parent: The biological parent of an employee or an individual who stands or stood in loco parentis to an employee when such employee was a son or daughter, as defined below. This term does not include parents-in-law.

Son or Daughter: A biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under 18 years of age or 18 years of age or older and incapable of self-care because of a mental or physical disability.

Incapable of Self-care: Means that the individual requires active assistance or supervision to provide daily self-care in three or more of the activities of daily living including grooming and hygiene, bathing, dressing and eating or instrumental activities of daily living including cooking, cleaning, shopping, taking public transportation, paying bills, maintaining a residence, using telephones and directories, using a post office, etc.

Physical or Mental Disability: A physical or mental impairment that substantially limits one or more of the major life activities of an individual.

In Loco Parentis: Persons having day-to-day responsibilities to care for and financially support a child or, in the case of an employee, who had such responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary.

Reduced Leave Schedule: A leave schedule that reduces an employee's usual number of working hours per workweek, or hours per workday. A reduced leave schedule is a change in the employee's schedule for a period of time, normally from full-time to part-time.

Serious Health Condition: An illness, injury, impairment, or physical or mental condition that involves:

A. Inpatient care (an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity, or any subsequent treatment in connection with such inpatient care; or

B. Continuing treatment by a health care provider to include any one or more of the following:

1. A period of incapacity of more than three consecutive calendar days and any other subsequent treatment or period of incapacity relating to the same condition that also involves:

a. Treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider; OR

- b. Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider.
2. Any period of incapacity due to pregnancy, or for prenatal care.
3. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition.
4. A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of a health care provider, but need not be receiving active treatment by a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.
5. Any period of absence to receive multiple treatments (including any period of recovery there from) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three (3) consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.) severe arthritis (physical therapy), kidney disease (dialysis).

**Chronic Serious Health Condition:** A condition which (a) requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider; (b) continues over an extended period of time (including recurring episodes of a single underlying condition); and (c) may cause episodic rather than a continuing period of incapacity (asthma, diabetes, epilepsy, etc.)

**Equivalent Position:** A position that is virtually identical to the employee's former position in terms of pay, benefits and working condition, including privileges, prerequisites and status. It must involve the same or substantially similar duties and responsibilities, which must entail substantially equivalent skill, effort, responsibility and authority.

**Intermittent Leave:** FMLA leave taken in separate blocks of time due to a single qualifying reason.

**Unable to Work:** Where the health care provider has found that the employee is either unable to work at all, or is unable to perform any one of the essential functions of the job.

**Spouse:** A husband or wife, as defined or recognized under state law for purposes of marriage.

**Immediate Family Member:** An employee's spouse, son or daughter or parent.

**Eligibility:** An eligible employee is one who has been employed by the City for at least a total of twelve (12) months, and has worked for at least 1,250 hours over the prior 12 months.

Entitlement: FMLA entitles eligible City employees to take up to twelve (12) weeks of unpaid, job-protected leave during any 12-month period for any one or more of the following family and medical reasons:

- A. for the birth of the employee's son or daughter, and to care for the newborn child;
- B. the placement with the employee of a son or daughter for adoption or foster care, and to care for the newly placed child;
- C. to care for an immediate family member with a serious health condition;
- D. because of the employee's own serious health condition that makes the employee unable to perform one or more of the essential functions of his or her job.

Entitlement to leave under (A) and (B) above shall expire at the end of the 12-month period beginning on the date of such birth or placement. The 12-month period under (C) and (D) above will begin on the date of the employee's first FMLA leave. Leave entitlement shall be determined on a rolling 12-month basis so that the amount of available leave remaining to be taken is measured based on leave previously taken during the 12 months preceding the first date of the current requested leave.

Spouses employed by the same employer are jointly entitled to a combined total of twelve (12) workweeks during any 12-month period of family leave for the birth or placement of a child for adoption or foster care, or the care of such a child after birth or placement, and to care for a sick parent (but not a parent "in-law") who has a serious health condition. However, if the leave is to care for a sick child or the serious health conditions of each other or for the employee's own serious illness, this limitation does not apply.

### ***Substitution of Paid Leave***

Generally, FMLA leave is unpaid. However, eligible employees may choose to substitute certain accrued paid leave for FMLA leave as follows:

- A. Medical leave up to 480 hours.
- B. Personal leave

If an employee does not choose to substitute accrued paid leave, the City may require them to do so.

A serious health condition may result from injury to the employee "on or off" the job. Either the employee or the department may choose to have the employee's FMLA 12-week leave entitlement run concurrently with a workers' compensation absence when the injury is one that meets the criteria for a serious health condition. Since the workers' compensation absence is not

unpaid leave, the provision for substitution of the employee's accrued paid leave is not applicable.

However, if the health care provider treating the employee for the workers' compensation injury certifies that the employee is able to return to a "light duty job", but is unable to return to the same or equivalent job, the employee may decline the department's offer of a "light duty job". As a result, the employee may lose workers' compensation payments, but is entitled to remain on unpaid FMLA leave until the 12-week entitlement is exhausted. As of the date workers' compensation benefits cease, the substitution provision becomes applicable and either the employee may elect, or the department may require, the use of accrued paid leave.

However, if an employee is receiving workers compensation benefits they may elect to use a portion of their accrued leave to offset the difference between their regular pay and the compensation received from workers compensation.

Compensatory time off is not a form of accrued paid leave that a department may require the employee to substitute for unpaid FMLA leave. The employee may request to use his/her compensatory time for an FMLA reason; however, if the department allows the compensatory time to be used, it may not be counted against the employee's FMLA leave entitlement.

An employee who elects to use paid leave should make a written request of his/her intent to use accrued paid leave. The employee should explain the reasons for the request to substitute medical and/or personal leave and provide sufficient information for the department to determine that the leave qualifies under the Act and to designate the paid leave as substitution for all or some portion of the employee's FMLA leave entitlement.

### ***Notice to Department***

The Department may require that the employee provide written notice setting forth the reasons for the requested leave, the anticipated duration of the leave, and the anticipated start of the leave in accordance with the Department's established policy. Failure to follow established Department policy may result in disciplinary action, but will not permit the Department to disallow or delay an employee's taking of FMLA leave, if the employee gives timely verbal or other notice.

In any case in which the necessity for leave is foreseeable based on an expected birth or placement, the employee shall provide the Department with no less than thirty (30) days notice, before the date the leave is to begin, and of the employee's intention to take such leave, except that if the date of the birth or placement requires leave to begin in less than (thirty) 30 days, the employee shall provide such notice as is practicable

In any case in which the necessity for leave is foreseeable based on planned medical treatment, the employee:

1. shall make a reasonable effort to schedule the treatment so as not to unduly disrupt the operations of the Department, subject to the approval of the health care provider of the employee

or the health care provider of the son, daughter, spouse, or parent of the employee, as appropriate; and

2. shall provide the Department with no less than thirty (30) days notice, before the date the leave is to begin, of the employee's intention to take leave, under FMLA, except if the treatment is to begin in less than thirty (30) days, the employee is to provide such notice as is practicable.

If the employee had actual notice of the FMLA leave requirements and he/she fails to give 30 days notice for foreseeable leave with no reasonable excuse for the delay, the Department may deny taking FMLA leave until at least 30 days after the date the employee provides notice to the Department Head of the need for FMLA leave.

A Department Head may require periodic reports from an employee on FMLA leave regarding the employee's status and intent to return to work. If the employee provides a statement of intent to return to work, even if the statement is qualified, entitlement to leave and maintenance of health benefits continue. However, if the employee gives an unequivocal notice of intent not to return to work, the Department's obligations to provide health benefits (except pursuant to COBRA requirements) and to restore the employee end.

Should the employee discover after beginning leave that the circumstances have changed and the amount of leave needed is shorter than originally anticipated, the employee may not be required to take more FMLA leave than necessary. If the employee desires to return to work earlier than anticipated, the Department Head may require the employee to provide notice of at least two (2) business days.

### ***Designation of Leave as FMLA Leave and Notification to Employee***

The Department Head is responsible for designating leave that is FMLA qualifying and for giving notice of the designation to the employee.

A. If the Department Head knows the reason for leave is an FMLA reason at the time leave begins, the leave must be designated by the Department Head in writing at that time. If the Department Head knows the leave is for an FMLA reason at the time leave begins and fails to designate, the leave may not be counted against the employee's FMLA entitlement and the employee continues to be subject to FMLA protection. Once the Department Head designates, the leave may be counted against the FMLA entitlement only from that time forward, and not retroactively.

B. When the Department Head learns that leave is for an FMLA purpose after leave has begun, but before the employee returns to work, the entire or some part of the leave period may be retroactively counted as FMLA leave.

C. Leave may be designated as FMLA after the employee has returned to work in only two (2) circumstances:

1. The Department Head knew the reason for the leave, but was not able to confirm that the leave qualified as FMLA leave; or the Department Head requested and was awaiting medical certification; or the parties were in the process of obtaining a second or third medical opinion; and the Department Head accordingly made a preliminary FMLA leave designation and so notified the employee at the beginning of the leave or as soon as the reason was known. Upon receipt of the requisite information from the employee or of the medical certificate confirming the FMLA reason, the Department Head shall make the preliminary designation final, unless the medical certifications fail to confirm an FMLA reason, in which case the Department Head shall withdraw the designation and give written notice to the employee; or

2. The Department Head did not know the reason for the leave, but learns upon the employee's return to work. The designation must be made by the Department Head within two (2) business days of the employee's return to work and appropriate notice then given to the employee. If the Department Head was not aware of the FMLA reason, but the employee wants the absence to be treated as FMLA leave, the employee must notify the Department Head within two (2) business days of his/her return to work. If such notification is not made, the employee may not subsequently assert FMLA protection.

If an employee takes paid or unpaid leave and the Department Head does not designate the leave as FMLA leave, it may not be counted against the employee's FMLA entitlement.

The Department Head must provide written notice detailing the specific expectations and obligations of the employee and explaining any consequence of failure to meet these obligations. Such specific notice must be provided to the employee no less often than the first time in each six-month period that an employee gives notice of the need for FMLA leave (if FMLA leave is taken during the six-month period), within a reasonable time after notice of the need for leave is given, and must include, as appropriate:

- A. That the leave will be counted against the employee's annual FMLA leave entitlement;
- B. Any requirements for the employee to furnish medical certification of a serious health condition and the consequences of failing to do so;
- C. The employee's right to substitute paid leave and whether the Department Head will require the substitution of paid leave, and the conditions related to any substitution;
- D. Any requirement for the employee to make any premium payments to maintain health benefits, the arrangements for making such payments, and the possible consequences of failure to make such payments on a timely basis;
- E. Any requirement for the employee to present a fitness-for-duty certificate to be restored to employment;
- F. The employee's status as a "key employee", the potential consequence that restoration may be denied following FMLA leave, and the conditions required for such denial;

G. The employee's right to restoration to the same or an equivalent job upon return from leave; and

H. The employee's potential liability for payment of health insurance premiums paid by the Employer during the employee's unpaid FMLA leave if the employee fails to return to work after taking FMLA leave.

### ***Intermittent Leave or Leave on a Reduced Leave Schedule***

FMLA leave may be taken intermittently or on a reduced leave schedule under certain circumstances. When leave is taken after the birth or placement of a child for adoption or foster care, an employee may take leave intermittently or on a reduced leave schedule only if the Department Head approves. The Department Head's approval is not required, however, for leave during which the mother has a serious health condition in connection with the birth of her child or if the newborn child has a serious health condition.

Leave may be taken intermittently or on a reduced leave schedule when medically necessary for planned and/or unanticipated medical treatment of a related serious health condition by or under the supervision of a health care provider, or for recovery from treatment or recovery from a serious health condition. It may also be taken to provide care or psychological comfort to an immediate family member with a serious health condition.

Only the time actually taken as FMLA leave may be charged against the employee's leave entitlement when leave is taken intermittently or on a reduced schedule. For part-time employees and those who work variable hours, the FMLA leave entitlement is calculated on a pro-rated basis by comparing the new schedule with the employee's normal schedule (i.e., if an employee who normally works 30 hours per week works only 20 hours a week under a reduced leave schedule the employee's 10 hours of leave would constitute 1/3 of a week of FMLA Leave for each week the employee works the reduced schedule).

### ***Medical Certification***

The Department Head may require that an employee's leave to care for his/her seriously-ill immediate family member, or due to the employee's own serious health condition that makes the employee unable to perform one or more of the essential functions of his/her position, be supported by a certification issued by the health care provider of the employee or the employee's ill family member.

When the leave is foreseeable and at least thirty (30) days notice has been provided, the employee should provide the medical certification before the leave begins. When this is not possible, the employee must provide the requested verification to the Department Head within the time frame requested (which must allow at least fifteen (15) calendar days after the Department Head's request) unless it is not practicable under the particular circumstances despite the employee's diligent, good faith efforts.

The Department of Labor has developed an optional form (Form WH-380, as revised) for employees' or their family members' use in obtaining medical certification from health care providers that meet FMLA's certification requirements. This form or another form containing the same basic information may be used by the Department; however, no additional information may be required. The form contains required entries for:

A. A certification as to which part of the definition of serious health condition, if any, applies to the patient's condition and the medical facts which support the certification, including a brief statement as to how the medical facts meet the criteria or definition.

B. The approximate date the serious health condition commenced, and its probable duration, including the probable duration of the patient's present incapacity, if different.

C. Whether it will be necessary for the employee to take leave intermittently or to work on a reduced leave schedule basis as a result of the serious health condition and if so, the probable duration of such schedule.

D. If the condition is pregnancy or a chronic condition, whether the employee is presently incapacitated, and the likely duration and frequency of episodes of incapacity.

E. If additional treatments will be required for the condition, an estimate of the probable number of such treatments.

F. If the patient's incapacity will be intermittent, or will require a reduced leave schedule, an estimate of the probable number and interval between such treatments, actual or estimated dates of treatment if known, and the period required for recovery, if any.

G. If medical leave is required for the employee's absence from work because of the employee's own condition, whether the employee:

1. is unable to perform work of any kind;
2. is unable to perform any one or more of the essential functions of the employee's position, including a statement of the essential functions that the employee is unable to perform based on either information provided on a statement from the Department of the essential functions of the position, or if not provided, discussion with the employee about the employee's job functions; or
3. must be absent from work for treatment.

H. If leave is required to care for a family member of the employee with a serious health condition, whether the patient requires assistance for basic medical or personal needs or safety or for transportation; or if not, whether the employee's presence to provide psychological comfort would be beneficial to the patient or assist in the patient's recovery. The employee is required to indicate on the form the care he or she will provide and an estimate of the time period. If the

employee's family member will need care only intermittently or on a reduced leave schedule basis (i.e. part-time), the employee must also indicate the probable duration of the need.

If an employee submits a complete certification signed by the health care provider, the Department Head may not request additional information from the employee's health care provider other than for purposes of clarification and authentication.

If the Department Head has reason to doubt the validity of the certification, it may require, at City's expense, that the employee obtain the opinion of a second health care provider designated or approved by the City. Any such health care provider designated or approved shall not be employed on a regular basis by the City.

If the second opinion differs from the original certification, the City may require, at its own expense, that the employee obtain the opinion of a third health care provider designated or approved jointly by the City and the employee concerning the information previously certified. The opinion of the third health care provider concerning the information previously certified shall be considered to be final and shall be binding on the City and the employee.

The City may require, at the employee's expense, that the employee obtain subsequent recertification on a reasonable basis, depending on the employee's condition. No second or third opinion on recertification may be required.

### ***Restoration***

A. Employees, with the exception of certain highly paid "key employees," are entitled to be restored to their positions after returning to work:

1. The employee will be entitled to be restored by the City to the position held by the employee when the leave commenced, OR the employee will be entitled to be restored to an equivalent position with equivalent benefits, pay status, and other terms and conditions of employment.
2. The employee will not lose any employment benefit accrued prior to the date on which leave commenced,
3. The employee will not accrue any employment benefits other than group health benefits which would have been provided to the employee had the employee been continuously employed during the entire leave period, as discussed below, during any period of unpaid leave, and
4. the employee will not be entitled to any right, benefit, or position of employment other than any right, benefit, or position to which the employee would have been entitled to had the employee not taken the leave.

The employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the FMLA leave period. The City must be able to show that the employee would not otherwise have been employed at the time reinstatement is requested in order to deny restoration to employment.

B. An employee who qualifies as a "key employee" may be denied restoration to employment. A key employee is one who is salaried and is "among the highest paid 10 percent" of the employees. The Governing Authorities may deny restoration to a "key" employee only as necessary to prevent substantive and grievous economic injury to Department operations. The Department may refuse to reinstate certain highly paid "key" employees after using FMLA leave during which health benefits are maintained. However, in order to do so, the Department must:

1. Notify the employee of his/her status as a "key" employee in response to the employee's notice of intent to take FMLA leave;
2. Notify the employee as soon as the Governing Authorities decides it will deny job restoration and explain the reasons for this decision;
3. Offer the employee a reasonable opportunity to return to work from FMLA leave after giving this notice; and,
4. Make a final determination as to whether reinstatement will be denied at the end of the leave period if the employee then requests restoration.

An Department that will not deny restoration is not required to determine which employees are "key" employees or to notify them of that status when leave is requested.

### ***Maintenance of Benefits***

At the end of an employee's FMLA leave, benefits must be resumed in the same manner and at the same levels as provided when the leave began, and subject to any changes in benefit levels that may have taken place during the period of FMLA leave affecting the entire Department, unless otherwise elected by the employee. Upon return from FMLA leave, an employee cannot be required to re-qualify for any benefits the employee enjoyed before FMLA leave began.

### ***Health Insurance***

The city maintains group health insurance coverage for an employee on FMLA leave whenever such insurance was provided before the leave was taken, and on the same terms as if the employee had continued work.

For purposes of FMLA, the term Group Health Plan does not include an insurance program providing health coverage under which employees purchase individual policies directly from insurers provided that: (1) no contributions are made by the Department; (2) participation in the program is completely voluntary for employees; (3) the sole functions of the Department with respect to the program are, without endorsing the program to permit the insurer to publicize the program to employees, to collect premiums through payroll deductions and to remit them to the insurer; (4) the Department receives no consideration in the form of cash or otherwise in connection with the program, other than reasonable compensation, excluding any profit for

administrative services actually rendered in connection with payroll deduction; and (5) the premium charged with respect to such coverage does not increase in the event the employment relationship terminates.

A Department may recover premiums it paid for maintaining group health plan coverage during any period of unpaid FMLA leave if the employee fails to return to work after the employee's FMLA leave entitlement has expired, unless the reason the employee does not return to work is due to:

A. The continuation, recurrence, or onset of a serious health condition that would entitle the employee to FMLA leave (either affecting the employee or an immediate family member), or

B. Other circumstances beyond the control of the employee.

If an employee fails to return to work at the end of the leave period because of a serious health condition, the Department Head may request that the employee furnish a medical certification from the health care provider of the employee, or the employee's family member to support the employee's claim. If the employee fails to furnish the requested certification within thirty (30) days of the Department Head's request, or the reason for not returning to work does not meet the test of other circumstances beyond the employee's control, the City may recover the health insurance premiums it paid during the period of unpaid leave.

The Department Head and the employee are encouraged to work out arrangements that accommodate both administrative convenience for the Department and the financial situation of the employee who would not be receiving a paycheck during the leave period. There is a 30-day grace period after the agreed upon date for payment within which the employee may make payment of the premium without affecting health benefit coverage. If the employee does not make the payment within the 30-day grace period, the City may cease to maintain health coverage on the date the grace period ends, or the City may continue health coverage by making both the City's and employee's premium payments.

In order to drop the coverage for an employee whose premium payment is late, the City must provide written notice to the employee that the payment has not been received. Such notice must be mailed to the employee at least fifteen (15) days before coverage is to cease, advising that coverage will be dropped on a specified date at least fifteen (15) days after the date of the letter unless the payment has been received by that date.

If an employee fails to pay his or her share of health benefit premiums and the City elects to continue health coverage for the employee (in order to be able to restore the employee on return to work) by paying the employee's share, and the employee fails to return to work at the end of the FMLA leave period in circumstances where recovery is allowed, the City may recover all of the health benefit premiums it paid for the employee's share during the period of unpaid FMLA leave. An employee who does not return to work for at least thirty (30) calendar days is considered to have failed to "return" to work for this purpose, unless the employee retires during the first thirty (30) days after the FMLA leave ends. If the City chooses to continue coverage in

this manner, the City is entitled to recover the additional payments made on behalf of the employee while on leave after the employee returns to work.

### ***Seniority, Medical and Personal Leave***

Employees shall continue to accrue seniority during unpaid FMLA leave. Benefits accrued at the time leave began, (e.g., paid medical or personal leave to the extent not substituted for FMLA leave) must be available to an employee upon return from leave.

### ***Life Insurance***

If an employee desires to continue life insurance, disability insurance, or other types of benefits for which he or she typically pays during unpaid FMLA leave, the City is required to follow established policies or practices for continuing such benefits for other instances of leave without pay. If the City has no established policy, the employee and the City are encouraged to agree upon arrangements before FMLA leave begins.

### ***Retirement***

With respect to pension and other retirement plans, any period of FMLA leave will be treated as continued service (i.e., no break in service) for purposes of vesting and eligibility to participate.

### ***Return to Duty from Family Leave***

As a condition to return to duty, the employee may be required to provide certification from the employee's health care provider that the employee is able to resume work. A Department requiring any fitness for duty certifications must have a uniformly applied policy that is based on the nature of the illness or duration of the absence. The Department may seek fitness-for duty certification only with regard to the particular health condition that caused the employee's need for FMLA leave. Department requirements must be job-related and consistent with business necessity.

Amended January 20, 2009

### ***Military Family Leave***

An eligible employee who is the spouse, son, daughter, or parent of a member of the Armed Forces may take FMLA leave for "any qualifying exigency" if the service member is on active duty or has been notified of an impending call or order to active duty in support of a contingency operation. 29 U.S.C. § 2612(a)(1)(E).

“Qualifying exigencies” generally include:

- (1) Short-notice deployment;
- (2) Military events and related activities;
- (3) Childcare and school activities;
- (4) Financial and legal arrangements;
- (5) Counseling;

- (6) Rest and recuperation;
- (7) Post-deployment activities, and;
- (8) Additional activities agreed to by the City and eligible employees

### ***Military Caregiver Leave***

An eligible employee who is the spouse, son, daughter, parent or next of kin of a covered military member who is recovering from a serious illness or injury sustained in the line of duty on active duty is entitled to up to 26 weeks of leave in a single 12-month period to care for the service member. This military caregiver leave is available during “a single 12-month period” during which an eligible employee is entitled to a combined total of 26 weeks of all types of FMLA leave.

For purposes of Qualifying Exigency Leave and Military Caregiver Leave a “covered military member” means the employee’s spouse, son, daughter or parent on active duty or call to active duty status.

### ***Enforcement***

The U.S. Department of Labor (DOL) is responsible for the enforcement of the FMLA and may investigate and resolve complaints and violations under the Act in the same manner as under the Fair Labor Standards Act (FLSA). For assistance in complying with the FMLA, department employers may contact the area office of the Wage and Hour Division of the DOL.

## **G. FUNERAL LEAVE**

An employee may use up to 24 hours per funeral of paid leave in addition to personal leave for each occurrence of death in the immediate family requiring the employee's absence from work. No qualifying time or use of personal leave will be required prior to use of leave for this purpose. The immediate family is defined as spouse, parent, step-parent, sibling, child, step-child, grandchild, grandparent, great-grandparent, son-in-law, daughter-in-law, mother-in-law, father-in-law, grandparent-in-law, brother-in-law, or sister-in-law. Child means a biological, adopted or foster child, or a child for whom the individual stands or stood in *loco parentis*.

## **H. DONATED LEAVE**

A City employee shall be eligible to receive donated leave if the employee:

1. Has completed at least one year of continuous City service;
2. Has exhausted all accrued sick, vacation, compensatory and holiday time;
3. Has not, in the two-year period immediately preceding the employee’s need for donated leave, been disciplined for chronic or excessive absenteeism, chronic or excessive lateness or abuse of time; and
4. Either:
  - a. Suffers from a catastrophic health condition or injury;

- b. Is needed to provide care to a member of the employee's immediate family who is suffering from a catastrophic health condition or injury; or
- c. Requires absence from work due to the donation of an organ

With respect to an employee, a "catastrophic health condition or injury" is a life-threatening condition or combination of conditions or a period of disability required by his or her mental or physical health or the health of the employee's fetus and requiring the care of a physician or licensed health care provider who provides a medical verification of the need for the employee's absence from work for 60 or more workdays.

With respect to an employee's immediate family member, a "catastrophic health condition or injury" is a life-threatening condition or combination of conditions or a period of disability required by his or her mental or physical health and requiring the care of a physician or licensed health provider who provides a medical verification of the need for the family member's care by the employee for 60 or more work days.

A leave donor shall have remaining at least 480 hours of accrued sick leave if donating sick leave and (720 hours of accrued sick leave for firefighters) at least 80 hours of accrued vacation leave if donating vacation leave.

A leave donor shall not revoke the leave donation.

If a leave donor is not in the same department as the leave recipient, appropriate arrangements shall be made between the affected departments

Amended February 2011

A leave recipient must receive at least five (5) days from one or more leave donors to participate in the Donated Leave Program. A leave donor shall donate only whole days and may not donate more than ten (10) such days to any one recipient to verify donor eligibility and adjust leave records. However, the posting requirement set forth above is limited to the appointing authority.

Any unused donated leave shall be returned to the leave donors on a prorated basis upon the leave recipient's return to work, except that if the proration of leave days results in less than one day per donor to be returned, that leave time shall not be returned.

Upon retirement, the leave recipient shall not be granted supplemental compensation on retirement for any unused sick days that he or she had received through the Donated Leave Program.

While using donated leave time, the leave recipient shall accrue sick leave and vacation leave and be entitled to retain such leave upon his or her return to work.

An employee shall be prohibited from threatening or coercing or attempting to threaten or coerce another employee for the purpose of interfering with rights involving donating, receiving or using donated leave time. Such prohibited acts shall include, but not be limited to, promising to confer or conferring a benefit such as an appointment or promotion or making a threat to engage in, or engaging in, an act of retaliation against an employee.

All donations shall remain confidential and employees shall refrain from discussing who donated or the amount of time donated.

All Donations must be approved by the employees Department Head and the Mayor.

All leave will be donated/exchanged based on hourly rates.

## **I. ADMINISTRATIVE LEAVE**

City employees may be granted administrative leave with or without pay. For the purposes of this section, "administrative leave" means discretionary leave with or without pay, other than personal leave or medical leave.

The Mayor may grant administrative leave to any employee serving as a witness or juror or party litigant, as verified by the clerk of the court, in addition to any fees paid for such services, and such services or necessary appearance in any court shall not be counted as personal leave. If released from such obligation prior to noon, you must report to work within one hour after being released. If no verification of service as a witness, juror, or party litigant is provided, the Department may require the employee to take personal leave, compensatory leave, or leave without pay.

The Mayor may grant administrative leave with or without pay to department employees in the event of extreme weather conditions or in the event of a manmade, technological or natural disaster or emergency.

The Mayor may grant administrative leave with or without pay to any employee, who is a certified disaster service volunteer of the American Red Cross, who participates in specialized disaster relief services for the American Red Cross in this state and in states contiguous to this state when the American Red Cross requests the employee's participation. This leave shall not exceed twenty (20) days in any twelve-month period.

To be considered for administrative leave, the employee shall make the request in writing. All administrative leave must be approved by the Mayor prior to becoming effective. Administrative leave without pay may be granted by the Mayor in certain situations.

## **J. MATERNITY LEAVE**

Federal law requires that women affected by pregnancy, child-birth or related medical conditions shall be treated the same for all employment-related purposes, including receipt of benefits under fringe benefit programs, as other persons not so affected but similar in their ability or inability to work. (42 U.S. Code Section 2000e (k))

1. All types of leave shall be granted to pregnant women on the same terms as leave is granted to other disabled employees in accordance with these rules.

2. The governing authority shall not terminate the employment of any employee in the department because of pregnancy or require that such employee take a mandatory leave.

3. When certified in advance by a medical doctor, pregnant women shall be allowed to use medical leave for regularly scheduled prenatal care by a medical doctor.

#### **K. MILITARY LEAVE**

Unpaid military leaves of absence will be granted to members of the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 and all amendments thereto. Appropriate documentation is required to be turned in to the Department head prior to the necessary leave. Anyone who completes a military leave of absence will be reinstated to his/her previous or similar job in accordance with federal and state law. An additional 120 hours of leave shall be available for mandatory pre-deployment training pending appropriate documentation. For more information regarding status, compensation, benefits and reinstatement upon return from military leave, please contact the City Administrator/CAO.

Amended September 2, 2008

#### **L. ACCRUAL AND USE OF LEAVE BY PART-TIME EMPLOYEES**

Part-time employees shall not accrue leave at any time.

#### **M. UNEMPLOYMENT COMPENSATION**

If an employee becomes separated from a job with the City, for reasons beyond the employee's control, that employee may be eligible for unemployment compensation. Inquiries may be directed to the Mississippi Employment Security Commission.

#### **N. DEFERRED COMPENSATION PLAN**

Deferred Compensation is a supplemental, voluntary savings plan administered by the Public Employees' Retirement System (PERS) Board of Trustees offering tax advantages to participants. Employees who choose this plan may set aside part of their salary each year. Income tax liability is postponed on that part of the salary until the year in which the employee actually receives the deferred amount. Interest and/or earnings also are tax deferred until withdrawal. Interested employees may contact their Department personnel officer or PERS.

#### **O. WORKER'S COMPENSATION**

The basic purpose of Worker's Compensation is to provide fixed benefits to employees in the event an employee is injured in the course of employment. These benefits may include:

Compensation for medical expenses;

Partial compensation for income lost because of the injury or illness;

Retraining for new skills when necessary; and

Certain other related benefits.

Worker's Compensation may also provide benefits to an employee's dependents and compensation for funeral expenses in case of death due to a job-connected accident or illness.

If an employee is injured, no matter how minor the injury, the employee should report this to the supervisor immediately.

#### **P. SOCIAL SECURITY**

Every employee of the City of Southaven is required to participate in the federal Social Security program.

#### **Q. CAFETERIA PLAN**

The city offer's this tax savings mechanism that is permitted by Section 125 of the Internal Revenue Code and Sections 25-17-1 to 25-17-11, Mississippi Code of 1972, as amended. Additional information may be obtained from the Department of Finance and Administration. Any monies owed to the cafeteria plan shall be collected before issuance of a final check for an employee who has resigned or has been terminated, as allowed by law.

#### **R. RETIREMENT**

Employees and officials of the City of Southaven become members of the Public Employees' Retirement System as a condition of employment. Employees may receive service credit for accumulated, uncompensated leave, if eligible, in accordance with the rules and regulations of PERS.

Retirement System participation and coverage is provided to employees in positions requiring employees to work and receive compensation for not less than 20 hours per week OR not less than 80 hours per month. Participation is restricted to employees whose wages are subject to payroll taxes and are reported on Form W-2.

When an employee is first employed, the City of Southaven will furnish that employee with a member information form to establish a membership account. The employee's social security number will serve as a membership number. A fiscal year membership statement will be sent to the employee each year containing data pertinent to contributions paid into the Public Employees' Retirement System. Additional information may be obtained by contacting the Public Employees' Retirement System ([www.pers.state.ms.us](http://www.pers.state.ms.us)).

#### **S. INSURANCE**

Full time employees are eligible to participate in the health and life insurance program offered by the city, which may be at no cost to the employee. Dependent care coverage is available to the employee for appropriate charges.

Any employee making contributions to the State of Mississippi retirement plan is eligible for hospitalization insurance as a benefit of employment. Employees may select coverage for dependents at reduced group rates under this policy. Employees on leave without pay must pay the hospitalization insurance premiums themselves in order to keep insurance coverage.

Under the Consolidated Omnibus Budget Reconciliation Act (COBRA), eligible employees may be able to temporarily continue their major medical insurance coverage after termination or other "qualifying event."

Additional information on current insurance benefits is available from the insurance or payroll clerk/Department of Finance and Administration.

## **T. JURY/WITNESS DUTY LEAVE**

Leave shall be granted to all employees when they are summoned for jury or witness service. An employee summoned for jury duty or to serve as a witness, upon receiving a summons shall, on the next day the employee is working, show the summons to the employee's immediate supervisor. When not accepted for jury duty, or not required to serve as a witness, the employee should inform his/her supervisor and return to work according to his/her work schedule.

Employees are expected to report to work on scheduled work day's that the court is not in session or if the court recesses or excuses the employee, unless the employee's jury/witness duty exceeds 3 hours for the day in question. Following the completion of the jury/witness duty, employees are required to work on their first regularly scheduled workday.

Salaried employees who perform jury/witness duty on scheduled workdays shall receive their regular pay for the week during which they perform jury/witness duty, so long as they perform any work during the week they perform jury/witness duty.

Hourly employees who perform jury/witness duty on scheduled workdays are required to use accrued personal or compensatory leave if it is available, or to make up the hours lost if feasible; however, making up hours may not always be feasible. Hourly employees who do not make up lost hours or use accrued personal or compensatory leave will not be paid for the time spent performing jury/witness duty.

Upon returning from jury/witness duty, all employees must submit the hours served for jury/witness duty, including travel to and from jury/witness duty, to the administrator before a payroll check is issued.

## **U. EMPLOYEE EDUCATIONAL REIMBURSEMENT**

The City of Southaven encourages its employees to receive as much formal education as possible. To this end, the City may provide tuition assistance for work/job related coursework only. The City shall not offer reimbursement for coursework that is not directly related to the day-to-day job duties of the employee seeking such assistance/reimbursement.

To be eligible for tuition reimbursement, an employee must earn a minimum of a 3.0 grade point average (GPA) in all coursework. The employee must attach a copy of their official grade report and a detailed explanation of the coursework taken prior to receiving any reimbursement. Such requests must be approved by the appropriate department head, the CAO and the Mayor prior to becoming effective. If approved, the City shall assist the employee for actual tuition costs only. The City shall not reimburse the employee for other costs (fines, fees, books, supplies etc) associated with their continuing education. Any and all reimbursement/assistance is contingent upon the availability of departmental budgetary funds and such reimbursement request may be denied as such. Nothing in this policy shall be deemed to constitute a continual reimbursement/assistance program. The City reserves the right to amend or otherwise revoke this policy with or without notice pending available funding. Employees receiving or are otherwise eligible to receive outside educational assistance (i.e. Pell Grants, scholarships, etc) shall not be eligible to receive City funded educational assistance.

## **V. LIGHT DUTY POLICY**

The purpose of this order is to establish the authority for granting temporary light-duty assignments and to establish procedures for granting temporary light duty to eligible personnel within city departments.

Temporary light-duty assignments, when available, are for officers and other eligible personnel in the department who, because of injury or illness, are temporarily unable to perform their regular assignments but are capable of performing alternative duty assignments. Use of temporary light duty can provide employees with an opportunity to remain productive while convalescing as well as provide a work option for employees who may otherwise risk their health and safety or the safety of others by remaining on duty when physically or mentally unfit for their regular assignment. Therefore, it is the policy of the City of Southaven that eligible personnel be given a reasonable opportunity to work in temporary light-duty assignments when available and consistent with this policy.

**Eligible Personnel:** For purposes of this policy, a sworn or civilian member, suffering from medically certified illness, injury, or condition, who is temporarily unable to perform their regular assignment but is capable of performing alternative assignments.

**Family Medical Leave Act (FMLA):** Federal law providing for up to twelve (12) weeks of leave for eligible workers, for their own serious health condition or other situations as outlined in the law and the City's FMLA policy.

### **GENERAL PROVISIONS**

1. Temporary light-duty positions are limited in number, task, variety, and availability. Therefore:

a. personnel injured or otherwise disabled in the line of duty may be given preference in initial assignment to light duty; and

b. assignments may be changed at any time, with concurrence of the treating physician, if deemed in the best interest of the employee or the agency.

2. This policy in no way affects the privileges of employees under provisions of the Family and Medical Leave Act, Fair Labor Standards Act, Americans with Disabilities Act, or other federal or state law.

3. Assignment to temporary light duty shall not affect an employee's pay classification, pay increases, promotions, retirement benefits or other employee benefits.

4. No specific position within a department shall be established for the use as a temporary light-duty assignment, nor shall any existing position be designated or utilized exclusively for personnel on temporary light duty.

5. Light-duty assignments are strictly temporary and will not exceed six (6)-weeks. (Light duty may be provided for a total six(6)-week allotment in a one year period, with a year being defined as beginning on the first light duty day and ending 12 calendar months after the first light-duty day.) After the six-week period, personnel on temporary light duty who are not capable of returning to their original duty assignment may pursue other options as provided by employment provisions under federal or state statute.

6. Officers of the Southaven Police department on temporary light duty are strictly prohibited from engaging in outside employment in which that officer may reasonably be expected to perform law enforcement functions which they have been determined physically or mentally unable to perform on behalf of the department.

7. Officers/employees who are medically prohibited from performing their regularly assigned duties may not engage in outside or "off-duty" employment until approved by the Chief of Police and/or Department Head. Officers/employees shall provide the Chief of Police documentation from their attending physician stating that the outside / off-duty employment is medically permitted.

8. Depending upon the nature and extent of the injury or illness, an employee on temporary light duty may be prohibited or restricted from wearing Southaven Police and/or Southaven Fire departmental uniform, carrying a weapon or otherwise limited in employing police powers as determined by the Chief of Police so long as such limitations are consistent with this policy.

9. Light-duty assignments shall not be made for disciplinary purposes.

10. Officers/employees who incur a duty-related injury and refuse a temporary light- duty assignment may be subject to loss of Worker's Compensation benefits. However, such officers/employees may be covered by FMLA provisions with respect to obtaining leave, whether paid or unpaid, per FMLA.

## **B. TEMPORARY LIGHT-DUTY ASSIGNMENTS**

1. Temporary light-duty assignments may be drawn from a range of technical and administrative areas that include but are not limited to the following:
  - a. administrative functions (e.g. report review, special projects)
  - b. clerical functions (e.g. filing)
  - c. report taking (e.g. telephone reports)
  - d. communications
  
2. Decisions on temporary light-duty assignments shall be made based upon the availability of an appropriate assignment given the applicant's skills, knowledge and abilities; availability of light duty assignments; and the physical limitations imposed on the officer.
  - a. When available, the work hours of a Light Duty assignment are subject to need and the availability of necessary equipment or work space.
  
3. Every effort shall be made to assign officers/employees to positions consistent with their rank and pay classification. However, where deemed appropriate, personnel may be assigned to positions designated for personnel of lower rank or pay classification. Officers/employees thus assigned shall:
  - a. Retain the privileges of their rank but shall answer to the supervisory personnel of the unit to which they are assigned with regard to work responsibilities and performance; and
  - b. Retain the pay classification and related benefits of the position held prior to their assignment to temporary light-duty.

#### C. REQUESTS FOR AND ASSIGNMENT TO TEMPORARY LIGHT DUTY

1. Requests for temporary light-duty assignments shall be submitted to the officer's / employee's immediate supervisor. Requests shall be accompanied by a statement of medical certification to support a requested reassignment, which must be signed by the treating physician. The certificate must include an assessment of the nature and probable duration of the injury or illness, prognosis for recovery, nature of work restrictions and an acknowledgement by the health-care provider of familiarity with the light-duty assignment and a statement that the employee can physically assume the duties involved.
  
2. The request for temporary light duty and the physician's statement shall be forwarded to the appropriate department head. Department head or designee may consult with the City's Human Resources and/or other City Department prior to making a determination regarding the assignment to temporary light-duty.
  - a. The Department may require the employee to submit to an independent medical examination by a health provider of the Department's choosing. In the event the opinion of this second health care provider differs from the foregoing health provider, the employee may request a third opinion at the employer's expense.
  - b. The employee and representative of the Department shall cooperate and act in good faith in selecting any third health-care provider, and both parties shall be bound by that medical decision.

3. Employees not eligible for FMLA leave, may be offered a temporary light duty assignment upon submission of a request from the officer's/employee's immediate supervisor or department head.

4. As a condition of assignment to temporary light-duty, employee's may be required to submit to monthly physical assessments of their condition.

Amended February 2011

## **W. Employee Assistance Program (EAP)**

The City of Southaven offers an Employee Assistance Program (EAP) benefit for employees and their dependents through Concern EAP. The EAP provides confidential assessment, referral and solution-focused counseling for employees who need or request it. If an EAP referral to a treatment provider outside the EAP is necessary, costs may be covered by the employee's medical insurance; but the cost of such outside services are the employees' responsibilities.

Confidentiality is assured. No information regarding the nature of the personal problem will be made available to supervisors, nor will it be included in the employee's permanent personnel file.

The EAP can be accessed by an employee through self-referral or through referral by a supervisor. When the EAP referral is mandatory, this step is part of the progressive disciplinary procedure. If management and HR agree, the employee may be referred to the EAP as a remedial step to assist the employee with appropriate workplace behavior and productivity. This formal management referral (FMR) requires a written agreement between the employee and HR/management to assure that the employee understands his/her responsibilities to make and keep the EAP appointment and to follow through with any recommendations by the EAP counselor. He/she also needs to be advised that failure to do so will result in automatic termination. The FMR process is also a limited release of information when signed by the employee. This gives the counselor and the City representative the right and ability to share information about the employee's workplace behavior and for the counselor to share with the City whether the employee made and kept the appointment and whether they are willing to follow through on any treatment recommendations.

See Drug-Free Workplace Policy for additional information.

Amended June 21, 2011

## **SECTION 3      EMPLOYEE CONDUCT**

For the purposes of Section 3 Employee Conduct, “Working Day” shall mean any day the City Clerk’s office is open for and conducting business or as otherwise defined by a Department Head/Governing Authority.

The following guidelines should be followed by all city employees:

### **A.      ATTENDANCE**

All employees shall report to and leave work at the time designated by the City/Governing Authority.

### **B.      DILIGENCE DURING WORK PERIOD**

All employees shall apply themselves to their assigned duties during the full schedule for which compensation is being received.

### **C.      WORK PERFORMANCE**

All employees shall meet established performance standards. Any conditions or circumstances in the work environment that prevents an employee from performing effectively are to be reported to the supervisor.

Many departments maintain more specific rules for employees. The employee's supervisor or the Department Head may provide additional information.

### **D.      DEMOTION**

A city employee may be demoted because of inadequate performance, disciplinary reasons, a reduction in force, or voluntarily. Written notice of intent to effect any demotion and the reason for such action shall be given to the employee. All actions adversely affecting compensation or employment status require that the employee be given an opportunity for a hearing with the Mayor and Board of Alderman. Such hearing must be requested by the employee within three (3) working days after such demotion. The request must be in writing, and in accordance with Section 4 of this Handbook. The decision by the Board of Alderman is final.

### **E.      RESIGNATION**

An employee who desires to terminate service with the City should submit a written resignation to the governing authority.

A resignation should provide a two-week notice at the time of the notice of intent to resign. If a two-week notice is not given, absent some extraordinary justification, the employee may not be

eligible for rehire. All city property shall be turned over to the appropriate official prior to an employee receiving final paycheck upon termination of employment with the City.

#### **F. OPEN DOOR POLICY**

The City is concerned about the wellbeing and morale of its employees and encourages all employees to voice any questions or concerns. Employees should use the proper chain of command in addressing all questions or concerns. Employees should first bring an issue or concern to the attention of their immediate supervisor. If you have addressed a matter with your supervisor and it has not been handled to your satisfaction, please bring the issue to the attention of the Department Head or the City Administrator/CAO.

#### **G. SEXUAL HARASSMENT**

The City has a strict policy against sexual harassment. Each department shall provide a work place free from sexual harassment. Sexual harassment will not be tolerated, regardless of whether the harasser is an employee, visitor, customer, etc.

Sexual harassment may consist of requests for sexual favors, unwelcome sexual advances, threats, actual bodily contact, or other deliberate verbal or physical conduct of a sexual nature, when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of employment; or
2. Submission to or rejection of such conduct is used as the basis for making employment decisions; or
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating a hostile, intimidating, or offensive work environment.

Sexual harassment is prohibited between all employees and is prohibited by both supervisors and employees. In all cases, the governing authority shall take appropriate corrective action. This rule applies equally to sexual harassment of men and women.

Any employee, supervisor, manager or other person who believes that he or she has been subjected to sexual harassment at work by anyone should report such harassment immediately to his or her supervisor, the Department director, the City Administrator/CAO, or the Mayor. Any employee, supervisor, manager or other person, including any department employee, probationary department employee, non-department employee in, or applicant for employment in a Department that employs department employees, may file a grievance in accordance with the Special Grievance Procedure for Sexual and Workplace Harassment contained in this handbook.

The City will handle sexual harassment complaints with as much confidentiality as possible. There will be no retaliation against anyone who reports a claim or incident of sexual harassment

in good faith or against any employee who provides information as a witness to sexual harassment. The City will conduct an immediate investigation to attempt to determine all of the facts concerning the alleged harassment. To assist the investigation, any harassment complaint should be reported immediately and should be put in writing and specifically state the details of the offending behavior.

If the City determines that sexual harassment has occurred, corrective action will be taken. Depending upon the circumstances, such action may include a reprimand, discharge, or other appropriate action. The City will also monitor any incidents in which sexual harassment has occurred to ensure the harassing behavior has stopped.

If it is determined that no sexual harassment has occurred or that there is not sufficient evidence to conclude that sexual harassment has occurred, this determination will be communicated to the person who made the complaint.

All persons on City property, at work for the City, or on City business must avoid engaging in any action or conduct that might be viewed as sexual harassment. Approval of, participation in, or supporting conduct constituting sexual harassment will be considered a violation of this policy. The City's goal is to prevent and eliminate sexual harassment completely. Each employee, supervisor, manager or other person employed in any capacity by the City is responsible for helping the City accomplish this goal.

## **H. WORKPLACE HARASSMENT**

The City has a strict policy prohibiting harassment against any individual on the basis of race, color, religion, gender, national origin, immigrant or non-immigrant status, age, disability, veteran status or uniformed service status. Each governing authority shall provide a work place free from any such workplace harassment. Workplace harassment will not be tolerated, regardless of whether the harasser is an employee, visitor, customer, etc.

Harassment is verbal or physical conduct that insults or shows hostility or aversion toward an individual because of his or her race, color, religion, gender, national origin, immigrant or non-immigrant status, age, disability, veteran status or uniformed service and that:

1. contributes to or has the effect of creating an intimidating, hostile, or offensive working environment; or
2. unreasonably interferes with an individual's work performance; or
3. otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes, but is not limited to, the following:

1. The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to race, color,

religion, gender, national origin, immigrant or non-immigrant status, age, disability, veteran status or uniformed service status.

2. Written or graphic material that insults, stereotypes, or shows aversion or hostility toward an individual or group because of race, color, religion, gender, national origin, immigrant or non-immigrant status, age, disability, veteran status or uniformed service status and that is placed on walls, bulletin boards, e-mail, voice mail, or elsewhere on the City's premises, or is circulated in the workplace.

Any employee, supervisor, manager or other person who believes that he or she has been subjected to harassment at work as outlined above should report such harassment immediately to his or her supervisor, the Department Head, the City Administrator/CAO, or the Mayor. Any employee, supervisor, manager or other person, including any department employee, probationary department employee, non-department employee in, or applicant for employment in a Department that employs department employees, may file a grievance in accordance with the Special Grievance Procedure for Sexual and Workplace Harassment contained in this handbook.

The City will handle harassment complaints with as much confidentiality as possible. There will be no retaliation against anyone who reports a claim or incident of workplace harassment in good faith or against any employee who provides information as a witness to workplace harassment. The City will conduct an immediate investigation to attempt to determine all of the facts concerning the alleged harassment. To assist the investigation, any harassment complaint should be reported immediately and should be put in writing and specifically state the details of the offending behavior.

If the City determines that workplace harassment has occurred, corrective action will be taken. Depending upon the circumstances, such action may include a reprimand, discharge, or other appropriate action. The City will also monitor any incidents in which workplace harassment has occurred to ensure the harassing behavior has stopped.

If it is determined that no workplace harassment has occurred or that there is not sufficient evidence to conclude that workplace harassment has occurred, this determination will be communicated to the person who made the complaint.

All persons on City property, at work for the City, or on City business must avoid engaging in any action or conduct that might be viewed as workplace harassment. Approval of, participation in, or supporting conduct constituting workplace harassment will be considered a violation of this policy. The City's goal is to prevent and eliminate workplace harassment completely. Each employee, supervisor, manager or other person employed in any capacity by the City is responsible for helping the City accomplish this goal.

## **I. CONFLICTS OF INTEREST**

City employees should be especially careful to avoid using, or appearing to use, an official position for personal gain, giving unjustified preferences, or losing sight of the need for efficient

and impartial decision making in the City of Southaven's method of operation. No act should be committed which could result in questioning the integrity of City government.

Employees are not to engage in any activity in either a private or official capacity where a conflict of interest may exist. An employee's first loyalty should be to the public's interest. Associations, dealings or interests that could affect an employee's objectivity in performing the employee's job or in making the decisions required of the employee's position should be avoided. However, employees are encouraged to participate in professional and civic organizations if such participation does not adversely affect the employee's role as a public employee.

## **J. POLITICAL ACTIVITY**

It is the policy of the Mayor and Board of Alderman that personnel administration be conducted in an atmosphere free from political influence or coercion.

### ***Political Contributions and Services***

No city employee shall be obliged, by reason of his or her employment, to contribute to a political fund or to render political service, and he or she may not be removed or otherwise prejudiced for refusal to do so. [Refer, [Section 25-9-115 \(k\), Mississippi Code of 1972, as amended](#) .]

### ***Use of Official Authority or Influence to Coerce Political Action***

No city employee shall use his or her official authority or influence to coerce the political action of a person or body. [Refer, [Section 25-9-115 \(l\)](#) and [Section 25-9-145, Mississippi Code of 1972, as amended](#) .]

### ***Fair Treatment of Applicants and Employees***

The city shall assure fair treatment of applicants and employees in all aspects of personnel administration without regard to political affiliation.

### ***Freedom from Political Coercion***

The city shall assure that employees are free from coercion for partisan or political purposes.

### ***Informing Employees of Political Activities Laws***

The city shall inform all employees which political activities are permitted or prohibited by law.

### ***Violation of Provisions***

Any employee who violates any of the provisions of this section may be subject to appropriate disciplinary action.

## ***Grievance and Appeals***

Any applicant or employee who believes he or she has been discriminated against on the basis of political affiliation or unlawful political activity affecting department employment may grieve and appeal in accordance with Section 4 of this handbook.

## ***Political Activity Prohibited***

Agencies receiving federal loans or grants:

The federal "Hatch Act," 5 U.S.C. § 1501 and following, covers individuals employed by department or local agencies whose principal employment is in connection with an activity which is financed in whole or in part by loans or grants made by the United States or a federal Department, but does not include (a) an individual who exercises no function in connection with that activity; or (b) an individual employed by an educational or research institution, establishment, Department, or system which is supported in whole or in part by the State, the City or another political subdivision of the State, or by a recognized religious, philanthropic, or cultural organization.

## **K. DRUG-FREE WORK PLACE**

The Drug-Free Workplace Act of 1988, found at Title 5, Subtitle D, Anti-Drug Abuse Act of 1988, Public Law No. 100-690 (DFWA), requires grantees of federal agencies to certify that they will provide a drug-free workplace. Making the required certification is a precondition of receiving a federal grant beginning March 18, 1989.

The certification statement which grantees are required to make under the DFWA includes several provisions which grantees must comply with in order to provide a drug-free workplace, including

A. publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition; and

B. establishing a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace, the grantee's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

The DFWA also provides that sanctions may be imposed against grantees for non-compliance with the law. In order to comply with the DFWA, departments that are federal grantees should refer to the federal regulations governing this law. A copy of the regulations may be found in the Federal Register, Vol. 54, No. 19, Tuesday, January 31, 1989.

Law governing drug and alcohol testing of employees and job applicants is set forth at Section 71-7-1, et. seq., Mississippi Code of 1972, as amended. This statute provides procedures and guidelines for governing authorities that wish to formulate a drug and alcohol testing policy. Except as provided by federal law, departments are not required to administer drug or alcohol tests. This statute must be complied with if such tests are given. However, the statute does not apply to agencies subject to any federal law or regulations that govern the administering of drug and alcohol tests. Departments are also required to be cognizant of the proscriptions of the Americans With Disabilities Act regarding pre-employment medical tests.

The City's drug and alcohol policy is contained in Part O of this Section.

#### **L. REDUCTION IN FORCE**

Except as otherwise provided in these rules, the tenure of an employee with permanent department status shall be continued during good behavior and the satisfactory performance of assigned duties. However, an employee's employment may be terminated without regard to behavior or performance by a reduction in force. No provision of this Employee Handbook shall be read or construed to limit the City's discretion in implementing a reduction in force and in terminating an employee's employment as part of a reduction in force.

1. Reduction in force - a governing authority may reduce the number of employees in a department whenever deemed necessary for the following reasons:

- a. shortage of funds or work,
- b. material change in duties or organization, or
- c. a merger of agencies.
- d. as ordered by the Mayor and Board of Aldermen

#### **M. PROHIBITION AGAINST VIOLENCE IN THE WORKPLACE**

It is the policy of the City to provide all employees with a safe, violence-free workplace. Therefore, the City prohibits all forms of workplace violence, and it prohibits all conduct that could lead to workplace violence. This applies to violence by any individual, including employees, customers, vendors, and visitors. The following conduct is strictly prohibited under this policy:

- 1. Physical Assaults. Any physical assault such as hitting, pushing, kicking, holding, or other unwelcome touching.
- 2. Threatening behavior. Any threats, including direct verbal threats, veiled threats, menacing gestures, harassing phone calls and stalking.
- 3. Possession of Weapons. Any possession of weapons (other than weapons authorized for use in law enforcement or security activities for the City), including firearms,

knives, chains, dangerous chemicals, explosives, or other objects carried for the purpose of inuring or intimidating others.

Any employee who violates this policy shall be subject to discipline up to, and including, termination.

Employees are encouraged to report violations of this policy to a manager, or call 9-1-1 for outside assistance. Employees are encouraged to err on the side of safety when determining whether to report anything that may constitute a violation of this policy. Retaliation against individuals who report violations of this policy is strictly prohibited.

#### **N. SEARCHES OF CITY PROPERTY**

Employees have no expectation of privacy in any City property, including, but not limited to, City lockers and desks. Any such City property may be monitored to ensure compliance with this and other City policies, if the City has a reasonable belief some prohibited item is being kept in such City property, or if something is being kept in such City property to aid in the violation of the law or any policy of the City. Further, City property may be searched if the City has a reasonable belief that something is being maintained in City property that would adversely affect the health or safety of City employees, customers, or visitors, or adversely affect the job performance of City employees.

#### **O. DRUG AND ALCOHOL FREE WORKPLACE POLICY**

##### ***General Statement of the City's Policy on Drug and Alcohol Use***

It is the policy of the City to provide a safe work environment and to foster the well being and health of its members. Compliance with the City's Drug and Alcohol Free Workplace Policy is a condition of employment. The City strictly prohibits the unlawful manufacture, possession, use, abuse, sale, transfer, distribution, solicitation or possession, including possession with the intent to sell or distribute any controlled substances, including illegal drugs, alcohol, prescription drugs (used contrary to a legitimate prescription), nonprescription drugs (used in a manner contrary to the directions or for a purpose other than that for which the drugs are offered by the manufacturer) or any other controlled substances or drug paraphernalia at any time, whether on City or personal time, including but not limited to any time on the City's premises, in the City's vehicles, when performing City business or when otherwise acting as an employee of the City.

An applicant for employment may be required to submit to a drug and alcohol test as a condition of the job applicant's employment application. An employee may be required to submit to a drug and alcohol test as a condition of employment when the City has a reasonable suspicion that an employee is in violation of the City's Drug and Alcohol Free Workplace Policy or as part of neutral selection drug and alcohol testing of employees engaged in public health, law enforcement and/or safety sensitive positions with one or more of the following duties or responsibilities:

- a. engage in law enforcement;

- b. have national or state security responsibilities;
- c. engage in drug interdiction responsibilities;
- d. have authorization to carry firearms;
- e. have access to sensitive information;
- f. as a condition of employment are required to obtain a security clearance;
- or
- g. engage in activities affecting public health or safety.

The City may refuse to hire a job applicant or may discipline any employee, up to and including discharge, on the basis of a positive confirmed drug and alcohol test result, a refusal to submit to a drug or alcohol test, or any other violation of the City's Drug and Alcohol Free Workplace Policy. Further, conviction for a drug-related offense may result in discipline up to and including discharge.

### ***Statement of Mississippi Law***

You are hereby advised that the City has implemented a drug and alcohol policy and conducts a testing program, pursuant to House Bill No. 84 of 1994, codified at Miss. Code Ann. § 71-7-1, et seq. (hereinafter "the Act"), and you are hereby advised of the existence of said Act.

You are hereby advised that the City has also implemented a drug and alcohol policy and conducts a testing program pursuant to the Drug-Free Workplace Workers' Compensation Premium Reduction Act, codified at Miss. Code Ann. §§71-3-201 to 71-3-225, and you are hereby advised of the existence of said law.

### ***Confidentiality***

All information, interviews, reports, statements, memoranda and test results, written or otherwise, received by the City through its drug and alcohol testing program are confidential communications, except under certain circumstances as allowed by the Act.

### ***Procedures for Confidentially Reporting Prescription or Nonprescription Medication***

An employee or job applicant shall be allowed to provide notice to the City of currently or recently used prescription or nonprescription drugs at the time of the taking of the specimen to be tested, and such information shall be placed in writing upon the City's drug and alcohol testing custody and control form prior to initial testing.

### ***When Drug and Alcohol Testing May Occur***

Drug and alcohol testing may occur under the following circumstances:

1. Job applicants may be required to submit to a drug and alcohol test as a condition of employment. Job applicants will not be required to submit to an alcohol test prior to a conditional offer of employment.

2. All employees may be required to submit to reasonable suspicion drug and alcohol testing. Reasonable suspicion means a belief that an employee is using or has used drugs in violation of the City's Drug and Alcohol Free Workplace Policy when such belief is drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Reasonable suspicion may be based on, but is not limited to, the following: (1) observable phenomena such as direct observation of drug use and/or the physical symptoms or manifestations of being under the influence of a drug or alcohol; (2) abnormal conduct or erratic behavior while at work, absenteeism, tardiness, or deterioration in work performance; (3) a report of drug or alcohol use provided by reliable and credible sources and which has been independently corroborated; (4) evidence that an individual has tampered with a drug or alcohol test during his employment with the City; (5) information that an employee has caused or contributed to an accident while at work; or (6) evidence that an employee is involved in the use, possession, sale, solicitation or transfer of drugs while working or while on the City's premises or operating the City's vehicle, machinery or equipment.
3. Only employees engaged in law enforcement activities, in safety sensitive positions or in positions involving the public safety with duties as set out above in the General Statement of the City's Policy on Drug and Alcohol Use may be required to submit to neutral selection drug and alcohol testing.
4. An employee may be required to submit to a drug and alcohol test if the test is conducted as part of a routinely scheduled employee fitness for duty medical examination that is part of the City's established policy and/or which is scheduled routinely for all members of the same classification or group.
5. An employee may be required to submit to neutral selection or routine drug and alcohol tests if the employee in the course of his/her employment enters a drug abuse rehabilitation program, and as a follow-up to such rehabilitation program, or if previous drug and alcohol testing of the employee within a twelve-month period resulted in a positive confirmed test result.
6. An employee, who is participating in drug abuse rehabilitation, may be required to submit to drug and alcohol testing conducted by the rehabilitation provider as deemed appropriate by the provider.

### ***Consequences of Refusing to Submit to a Drug and Alcohol Test***

The City may refuse to hire any job applicant who refuses to submit to a drug and alcohol test. The City may discipline any employee for refusing to submit to a drug and alcohol test authorized under the City's Drug and Alcohol Free Workplace Policy, and such discipline may include discharge.

### ***Opportunities for Assessment and Rehabilitation***

If an employee has a positive confirmed test result and the City determines that neither discipline nor discharge is necessary or appropriate, the employee will be afforded an opportunity for assessment and rehabilitation. Information on counselors, treatment providers or other methods of assessment, assistance or rehabilitation is available from the City's benefits coordinator and the City Administrator's office. The City has also posted a summary of the resource file, including the identification and contact information for multiple employee assistance providers in the area.

### ***Contesting the Accuracy of a Positive Confirmed Drug and Alcohol Test Result***

An employee who has received a positive confirmed drug and alcohol test result may contest the accuracy of that result or explain it to the City.

### ***List of Drugs For Which the City May Test***

The City may test for marijuana, cocaine, opiates, amphetamines, phencyclidine, and alcohol.

### ***No Applicable Contracts***

There are no applicable contracts or collective bargaining agreements which apply to limit this policy.

### ***Exception to the City's Provisions Regarding Drug and Alcohol Testing***

The provisions of the City's Drug and Alcohol Free Workplace Policy do not apply to employees subject to drug and alcohol testing procedures pursuant to any federal law or regulations.

### ***Federal Drug-Free Workplace Notice***

The City provides a drug-free workplace under the provisions of the Federal Drug-Free Workplace Act.

The City also has established a drug-free awareness program to inform employees about the dangers of abuse in the workplace, the City's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties which may be imposed upon employees for drug abuse violations.

Further, the City has made it a requirement that each employee as a condition of employment will be given a copy of the City's Drug and Alcohol Free Workplace Policy, setting out the items identified above as required by the Federal Drug-Free Workplace Act.

The City has further notified each employee that as a condition of employment the employee must:

- (a) abide by the terms of the City's Drug and Alcohol Free Workplace Policy and the Federal Drug Free Workplace Act, including those requirements set out above; and
- (b) notify the City of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after such conviction.

## **P. PROCEDURES FOR THE DRUG AND ALCOHOL FREE WORKPLACE POLICY**

### **I. Definitions for the City's Drug and Alcohol Free Workplace Policy**

1. "Drug" means an illegal drug or a prescription or non-prescription medication.
2. "Prescription or non-prescription medication" means a drug prescribed for use by a duly licensed physician, dentist, or other medical practitioner licensed to issue prescriptions or a drug that is authorized pursuant to federal or state law for general distribution and use without a prescription in the treatment of human diseases, ailments or injuries.
3. "Illegal drug" means any substance, other than alcohol, having psychological or/and physiological effects on a human being and that is not a prescription or non-prescription medication, including controlled dangerous substances and controlled substance analogs or volatile substances which produce the psychological and/or physiological effects of a controlled dangerous substance through deliberate inhalation.
4. "Alcohol" means ethyl alcohol.
5. "Neutral Selection Basis" means a mechanism for selecting employees for drug tests that (1) results in an equal probability that any employee from a group of employees subject to the selection mechanism will be selected, and (2) does not give an employer discretion to waive the selection of any employee selected under the mechanism.
6. "Specimen" means a tissue or product of the human body chemically capable of revealing the presence of drugs or their metabolites in the human body.
7. "Chain of custody" refers to procedures to account for the integrity of each urine specimen and each blood specimen by tracking its handling and storage from point of specimen collection to final disposition of the specimen.
8. "Drug and alcohol test" means a chemical test administered for the purpose of determining the presence or absence of a drug or metabolites in a person's body fluids.
9. "Initial test" means an initial drug test to determine the presence or absence of drugs or their metabolites in a specimen.

10. “Confirmation test” means a drug and alcohol test on a specimen to substantiate the results of a prior drug and alcohol test on the specimen. The confirmation test must use an alternative method of equal or greater sensitivity than that used in the previous drug and alcohol test.

11. “Medical review officer” is a licensed physician responsible for receiving laboratory results generated by the City’s drug and alcohol testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual’s positive test result together with his or her medical history and any other relevant bio-medical information.

12. “Employee assistance program” means a program provided by an employer offering assessment, short term counseling and referral services to employees, including drug, alcohol and mental health programs.

## II. Drugs for Testing

The City may include in its drug and alcohol testing protocols marijuana, cocaine, opiates, amphetamines, phencyclidine, and alcohol. No testing for a controlled substance other than those specifically named above will occur unless the United States Department of Health and Human Services has established an approved protocol and positive threshold for each such substance and this approved protocol has been adopted by the Mississippi State Department of Health.

## III. Specimens

Body specimens for drug and alcohol testing are as follows:

1. For tests for drugs, urine will be used for initial and confirmation tests.
2. For tests for alcohol, breath and/or saliva will be used for initial tests; and blood will be used for confirmation tests.

## IV. Certified Laboratory

1. No laboratory will conduct an initial or confirmation drug or alcohol test unless the director of the laboratory and the laboratory are certified by the Mississippi State Department of Health. The laboratory will warrant that its certification or license by the State of Mississippi Department of Health has not been suspended or revoked. The laboratory must also warrant that its certification or license has not been revoked by the Substance Abuse and Mental Health Services Administration or the College of American Pathologists Forensic Urine Drug Testing and that there has been no suspension or revocation of a license or certification by an agency of another state, as such suspension or revocation also operates as a suspension or revocation of certification by the Mississippi State Department of Health. The laboratory utilized will also warrant that it has not been notified of any action taken by the Mississippi State Department of

Health to suspend or revoke its certification and has not been notified of any actions by any of the other above-named certifying bodies to suspend or revoke its certification.

2. Prior to conducting any initial or confirmation drug or alcohol tests, any laboratory contracted with the City to perform initial or confirmation drug and alcohol tests will certify that to the City as follows:

- a. The director of the laboratory and the laboratory are certified by the Mississippi State Department of Health to conduct such tests;
- b. The laboratory has methods of analysis and procedures to insure reliable drug and alcohol testing results, including standards for initial tests and confirmation tests;
- c. The laboratory has chain of custody procedures to insure proper identification, labeling and handling of specimens being tested;
- d. The laboratory has retention and storage procedures to insure reliable results on confirmation tests and results;
- e. The laboratory demonstrates satisfactory performance in the proficiency testing program of the National Institute on Drug Abuse, the College of American Pathology or the American Association for Clinical Chemistry, or the equivalent;
- f. The laboratory follows proper quality control procedures, including but not limited to:
  - (1) The use of internal quality controls, including the use of samples of known concentrations which are used to check the performance and calibration of testing equipment, and periodic use of blind samples for overall accuracy.
  - (2) An internal review and certification process for test results conducted by a person qualified to perform that function in the testing laboratory.
  - (3) Security measures implemented by the testing laboratory to preclude adulteration of specimens and test results.
  - (4) Other necessary and proper actions are taken to insure reliable and accurate test results.

3. The laboratory will also certify that it will disclose to the employer a written test report result within five (5) working days after the test. The laboratory will also certify to the City that laboratory reports of a test result will at a minimum state:

- a. The name and address of the laboratory that performed the test and the positive identification of the person tested;
- b. Any positive confirmed drug and alcohol test results on a specimen which tested positive on an initial test or a negative drug and alcohol test result on a specimen; provided, however, that reports should not make reference to initial or confirmatory tests when reporting positive or negative results;
- c. A list of the drugs tested for;
- d. The type of test conducted for both initial and confirmation tests and the cut-off levels of the test; and
- e. The report shall not disclose the presence or absence of any physical or mental condition or of any drug other than the specific drug and its metabolites that the City requested to be identified.

4. The lab will also certify that it meets and will abide by the rules promulgated by the Mississippi State Department of Health concerning drug and alcohol testing.

#### V. Collection and Testing

1. The City will contract with manufacturers, vendors, or other providers of drug and alcohol testing devices, or with a certified laboratory, for initial, on-site drug and alcohol testing of employees to:

- a. Train and certify City employees implementing the drug and alcohol testing program with regard to collection of specimens and administration of initial tests; or
- b. Provide the City with certified personnel to collect specimens and administer the initial tests.

2. The City may designate employees for training and certification by the Mississippi State Department of Health to qualify them to collect specimens and conduct on-site drug and alcohol tests.

3. The following individuals may collect specimens for a drug and alcohol test:

- a. A physician, a registered nurse or a licensed practical nurse;
- b. A qualified person employed by a certified laboratory; or
- c. An employee or an independent contractor of the City who has been trained and certified as indicated above.

4. Collection of specimens will be done in a sanitary environment and under reasonable conditions to preserve the dignity of the employee or job applicant being tested.
5. Specimens will be collected in a manner to prevent specimen substitution and interference with the collection or testing of the specimens.
6. If the City performs on-site drug and alcohol tests or specimen collection, the City will establish chain-of-custody procedures to ensure proper record keeping, handling, labeling and identification of all specimens to be tested.
7. If the City performs specimen collection, the City will document the specimen collection, including the following steps:
  - a. Label the specimen container clearly to prevent erroneous identification of test results; and
  - b. Allow the employee or job applicant an opportunity to provide information which he or she considers relevant to the test, including identification of currently or recently used prescription or nonprescription drugs or other relevant medical information. This information will be taken into account when interpreting any positive confirmed results but will not prevent the test from being given.
8. Specimen collection, storage, and transportation to the testing site will be conducted to prevent contamination or adulteration.
9. If the City performs specimen collection, the person who collects or takes a specimen will collect enough for two (2) drug and alcohol tests.
10. When the City requires current employees to submit to a drug and alcohol test, the testing will occur during or immediately after the regular work period of the employees, and the time utilized will be considered work time for purposes of determining compensation and benefits for the current employees.
11. Specimen testing for drugs will conform to scientifically accepted analytical methods and procedures as outlined below.
12. Even if the City conducts on-site initial drug and alcohol tests, the City will contract with a certified laboratory to conduct confirmation tests on specimens which produce a positive result in the initial on-site test.
13. The City will pay for the costs of all drug and alcohol tests and accompanying results which the City requests or requires an employee or job applicant to take.

## VI. Initial Tests

1. Unless the Mississippi State Department of Health subsequently provides otherwise, the initial test for drugs shall use an immunoassay that meets the requirement of the United States Food and Drug Administration for commercial distribution. The following cut-off levels will be used for screening specimens to determine whether they are negative for the five (5) identified drugs or classes of drugs:

Drugs	Initial Test Cut-Off Levels (NG/ML)
Marijuana metabolites	50
Cocaine metabolites	300
Opiate metabolites	300*
Phencyclidine	25
Amphetamine	1000

\* 25 NG/ML if immunoassay specific for free morphine

2. These cut-off levels for the initial drug test are subject to change by the Mississippi State Department of Health as advances in technology or other considerations warrant.

#### Initial Test - Alcohol

3. Any detectable level of alcohol found in the breath or saliva specimen of an individual shall be deemed a positive result.

### VII. Confirmation Test

1. Any initial drug or alcohol test yielding a positive result may be followed by an appropriate confirmation test. If the initial drug and alcohol test is negative, there will be no confirmation drug or alcohol test performed.

2. While the City may choose to utilize appropriately trained or certified personnel to conduct the initial drug and/or alcohol test on-site, the confirmation test will be performed by a certified laboratory; and the laboratory will perform confirmation tests only on specimens which produced a positive result in the initial test for drugs and/or alcohol.

3. All confirmation tests must use an alternative method of equal or greater sensitivity than that used on the initial drug and alcohol test. All specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques at the cut-off levels for each drug as listed below. All confirmations shall be by quantitative analysis. Concentrations that exceed the linear region of the standard curve will be documented in the laboratory records as "greater than highest standard curve value."

Drugs	Confirmation Test Cut-Off Levels (NG/ML)
Marijuana Metabolite <sup>1</sup>	15
Cocaine Metabolite <sup>2</sup>	150
Opiates:	
Morphine	300
Codeine	300
Phencyclidine	25
Amphetamines:	
Amphetamine	500
Methamphetamine	500

4. These cut-off levels are subject to change by the Mississippi State Department of Health as advances in technology or other considerations warrant.

#### Confirmation Test - Alcohol

5. An ethyl alcohol level of 10mg/dl found in the blood specimen of an individual shall be deemed a positive result.

#### VIII. Reporting Results of Test

1. The laboratory will report as negative all specimens that are negative on the initial test or negative on the confirmation test. Only specimens confirmed positive will be reported positive for a specific drug or alcohol.

2. The laboratory will report confirmation test results to the City's Medical Review Officer within an average of five (5) working days after receipt of the specimen by the laboratory. Before a test result is reported (the results of confirmation tests or quality control data) it shall be reviewed and the test certified as an accurate report by the responsible individual. The laboratory will send only to the Medical Review Officer the drug or alcohol testing results which, in the case of a report positive for drug or alcohol use, shall be signed by the individual responsible for day-to-day management of the drug testing laboratory or the individual responsible for attesting to the validity of the test reports. The report shall identify the drugs/metabolites tested for, whether positive or negative, the specimen number assigned by the employer and the drug testing laboratory specimen identification number (accession number).

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<sup>1</sup> Delta-9-Tetrahydrocannabinol-9-Carboxylic Acid

<sup>2</sup> Benzoylecgonine

## IX. Reporting to Medical Review Officer

1. A Medical Review Officer will be responsible for receiving and interpreting laboratory results of drug and alcohol tests. The Medical Review Officer will be the sole person authorized to review the results of such tests.

## X. Notification to Applicants or Employees and Objections to Positive Results

1. An employee will be provided written notification of a positive confirmed test result report from the testing laboratory, the consequences of the report, and the options available to the employee within five (5) working days after the City receives the positive confirmation.

2. If an employee requests a copy of the test result report, the City will provide a copy.

3. An employee has ten (10) working days after receiving notice of a positive confirmed test result to submit information to the City explaining the test results and why the results do not violate the City's Drug and Alcohol Free Workplace Policy. If the explanation is not satisfactory, the City will place a written statement of why the explanation was unsatisfactory, along with the report of positive results, in the employee's medical and personnel records. If any information is included in or otherwise accompanies the report, such information will be placed in the employee's medical records but will not be placed in the personnel file.

4. During the ninety (90) day period following the date the results of the positive confirmed test are mailed or otherwise delivered to the City, the employee who submitted the specimen will be permitted to have a portion of the specimen retested, at the employee's expense, at a certified laboratory selected by the employee.

5. Any additional testing requested by the employee or job applicant will be paid by the employee or job applicant.

## XI. Release or Disclosure of Test Results

1. Information, interviews, reports, statements, memoranda and test results, written or otherwise, received by the City through its Drug and Alcohol Free Workplace Policy are confidential communications. Any information obtained by the City pursuant to its Drug and Alcohol Free Workplace Policy is the property of the City. The confidentiality provisions contained in this Drug and Alcohol Free Workplace Policy do not apply to other information or parts of an employee's or job applicant's personnel or medical files.

2. Information related to drug and alcohol test results will not be released to any individual, other than the employee or job applicant, or City medical, supervisory or other personnel, as designated by the City on a need to know basis, unless:

a. The employee or job applicant has expressly, in writing, granted permission for the City to release such information;

b. It is necessary to introduce a positive confirmed test result into an arbitration proceeding, provided that the information is relevant to the hearing or proceeding, or the information must be disclosed to a federal or state agency or other unit of a state or the United States government as required under law, regulation or order, or disclosed in accordance with compliance requirements of a state or federal government contract, or disclosed to a drug abuse rehabilitation program for the purpose of evaluation or treatment of an employee; or

c. There is a risk to public health or safety that can be minimized or prevented by the release of such information; provided, however, that unless such a risk is immediate, a court order permitting the release shall be obtained prior to the release of the information.

3. If an employee refuses to sign a written consent form for release of information to persons as permitted under the Drug and Alcohol Free Workplace Policy or any other applicable law, the City may discipline or discharge the employee.

## XII. Specimen and Records Retention by the Laboratory and Retesting

1. The laboratory will preserve positive specimens in such a manner as to insure that the specimens will be available for any necessary re-test as required by law.

2. Every specimen that produces a positive confirmed result will be preserved in a frozen state by the certified laboratory that conducts the confirmation test for a period of ninety (90) days from the time the results of the positive confirmed test are mailed or otherwise delivered to the City. During this period, the employee who has provided the specimen will be permitted by the City to have a portion of the specimen retested, at the employee's expense, at a certified laboratory chosen by the employee. The certified laboratory that has performed the test for the City shall be responsible for the transfer of the portion of the specimen to be retested, and for the integrity of the chain of custody during the transfer.

3. Because some analytes deteriorate or are lost during freezing and/or storage, quantitation for a retest is not subject to a specific cut-off requirement but must provide data sufficient to confirm the presence of the drug, alcohol or their metabolites.

4. Unless otherwise instructed by the City in writing, all records pertaining to the given urine or blood specimen or other specimen will be retained by the drug testing laboratory for a minimum of two (2) years.

5. The employee or job applicant is responsible for the payment of costs of any additional drug and alcohol tests requested by the employee or job applicant.

### XIII. Employee Assistance

1. If the City maintains an employee assistance program, the City will inform employees of the benefits and services of the employee assistance program. The City will also post notice of the employee assistance program throughout its workplace and will explore other alternatives to publicize such services. The City will also provide employees with notice of the policies and procedures regarding access to and utilization of any available employee assistance program.

2. If at any time the City does not have an employee assistance program, the City will also maintain a resource file of employee assistance service providers, alcohol and other drug abuse programs, mental health providers and other persons, entities or organizations available to assist employees with personal or behavioral problems. The City will provide all employees information about the existence of the resource file and a summary of the information contained within the resource file. The City will post this information.

3. The summary may contain but is not limited to all information necessary to access the services listed in the resource file. Further, the City will also post in conspicuous places a listing of multiple employee assistance providers in the area.

### XIV. Supervisor and Employee Training

1. The City will provide all employees with an education program on alcohol and other drug abuse prior to instituting its Drug and Alcohol Free Workplace Policy. Also the City will provide employees with an annual education program on alcohol and other drug abuse, in general, and its effects on the workplace, specifically. The education program will last at least one (1) hour and will include but is not limited to information on:

- a. the explanation of the disease of addiction for alcohol and other drugs;
- b. the effects and dangers of the commonly abused substances in the workplace;
- c. the dangers of drug abuse in the workplace;
- d. the City's policies and procedures regarding alcohol and other drug use or abuse in the workplace and how employees who wish to obtain substance abuse treatment can do so;
- e. the City's policy of maintaining a drug-free workplace;
- f. any available drug counseling, rehabilitation, and employee assistance programs; and
- g. the penalties that may be imposed on employees for drug abuse violations.

2. In addition to the educational program referenced above, the City will also provide all supervisory personnel a minimum of two (2) additional hours of training prior to the institution of its Drug and Alcohol Free Workplace Policy and each year thereafter which will include but is not limited to the following:

- a. recognition of evidence of employee alcohol and other drug abuse;
- b. documentation and corroboration of employee alcohol and other drug abuse;
- c. referral of alcohol and other drug abusing employees to the proper treatment provider;
- d. recognition of the benefits of referring alcohol and other drug abusing employees to treatment programs, in terms of employee health and safety and City savings; and
- e. explanation of any employee health insurance or HMO coverage for drug, alcohol or other problems.

#### XV. Action by the City Based on Positive Test Results or Refusal to Submit to Drug and Alcohol Testing

1. The City may not discharge, discipline, or request or require rehabilitation of an employee on the basis of a positive test result that has not been verified by a confirmatory test, except the City may temporarily suspend or transfer an employee to another position after an initial positive on-site test while awaiting confirmation.

2. The City will not discharge, discipline, discriminate against or request or require rehabilitation of an employee on the basis of any medical history information revealed to the City as a result of a drug and alcohol test, except if the employee had an affirmative obligation to provide such information before, upon, or after hire.

3. The City may discipline, up to and including discharge, an employee who has had a confirmed positive test result.

4. The City in its discretion may refer any employee who has violated the City's Drug and Alcohol Free Workplace Policy to an employee assistance program or other similar program for assessment, counseling and referral for treatment or rehabilitation as appropriate. Such treatment or rehabilitation shall be at a site certified by the Mississippi State Department of Mental Health. This option does not in any way limit the City's ability to discipline any employee for a positive confirmed test result.

5. If a job applicant refuses to submit to drug and alcohol testing, the City may refuse to hire the job applicant.

6. If an employee refuses to submit to drug and alcohol testing, the City may discipline the employee, up to and including discharge, or refer the employee to a drug abuse assessment, treatment and rehabilitation program at a site certified by the State of Mississippi Department of Mental Health.

**7. Nothing in this Drug and Alcohol Free Workplace Policy affects any right of the City to terminate the employment of any person for reasons not related to the Drug and Alcohol Free Workplace Policy.**

#### XVI. Federal Drug Free Workplace Program

1. The City provides a drug-free workplace under the provisions of the Federal Drug-Free Workplace Act. Accordingly, the City has implemented a policy prohibiting the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the workplace and indicating that actions which may be taken for such violations may include discipline up to and including termination from employment.

##### Awareness

2. The City also has established a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace, the City's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties which may be imposed upon employees for drug abuse violations.

##### Notice to Employees

3. Further, the City has made it a requirement that each employee as a condition of employment will be given a copy of the City's Drug and Alcohol Free Workplace Policy, setting out the items identified above as required by the Federal Drug-Free Workplace Act.

##### Additional Employee Obligations

4. The City has further notified each employee that as a condition of employment the employee must:

- a. abide by the terms of the City's Drug and Alcohol Free Workplace Policy and the Federal Drug-Free Workplace Act provisions, including those requirements set out above; and
- b. notify the City in writing of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after such conviction.

## Notice to Federal Government

5. The City will provide notice, including position title, to any federal government contracting agency or federal government granting agency and to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices, within ten (10) calendar days after receiving notice by an employee or otherwise of a criminal drug statute conviction for a violation occurring in the workplace. The notice will include the identification number(s) of each affected grant.

## Termination/Discipline/Assistance

6. Within thirty (30) calendar days of receiving notice of an employee's conviction for a violation of a criminal drug statute occurring in the workplace, the City will either:

- a. take appropriate personnel action against such employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- b. require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

7. If an employee is terminated for such conviction, no further participation in drug abuse assistance or rehabilitation will be required.

8. The City will make a good faith effort to maintain a drug-free workplace program through the implementation of the terms set forth above.

## **Q. NOTIFICATION OF ARREST AND/OR CONVICTION**

Any employee who is arrested for a misdemeanor or felony must notify his or her supervisor of such arrest no later than seventy-two (72) hours after the arrest. If an employee is convicted of a misdemeanor or felony while employed with the City of Southaven, he or she must inform a supervisor of such conviction (including pleas of guilty and nolo contendere) no later than seventy-two (72) hours after the conviction.

The arrest of an employee - whether on or off duty - may result in corrective action. Corrective action depends upon a review of all factors involved - including whether or not the employees action was work-related, the nature and severity of the act, or any resultant circumstances that adversely affect the employees attendance and/or eroding of public confidence. Such corrective actions may include termination.

If an employee is convicted of a criminal offense while employed with the City of Southaven, he or she may be terminated and, if terminated, may be ineligible for rehire. The ultimate disposition of the issue will depend upon the nature of the offense and the employee's work duties. Any corrective action taken must be supported by available information coming from witnesses, police, or court records.

Any employee who is arrested for a misdemeanor or felony shall notify his or her supervisor of such arrest no later than seventy-two (72) hours after the arrest. Any employee on a leave of absence must report any arrest (for a misdemeanor or felony) and any subsequent disposition(s) - including conviction(s) - to his/her supervisor prior to returning to work.

If an employee is convicted of a misdemeanor or felony while employed with the City of Southaven, he or she must inform a supervisor of such conviction (including pleas of guilty and nolo contendere) no later than seventy-two (72) hours after the conviction. Failure to inform the supervisor within the designated time period subjects the employee to corrective actions up to and including termination.

An employee's failure to report an arrest or a conviction (for a misdemeanor or felony) within the specified time period may result in immediate termination.

Updated August 2, 2011

## **R. ACCIDENT REPORTING PROCEDURES**

### **Purpose**

It is the policy of City of Southaven that all accidents or incidents that result in either personal injury or illness, and or damage to City property shall be properly reported and investigated. Although accident/incident investigation is a reactive process, a comprehensive accident reporting and investigation process is a proactive measure that can effectively prevent or minimize future accidents/incidents. This operating procedure establishes a systematic process to ensure that accidents are properly reported in a timely manner, that all causes (direct and contributory) are thoroughly identified and that the appropriate corrective actions are taken.

### **Scope**

This operating procedure applies to the reporting and investigation of all incidents that result in:

- A work-related injury and/or illness to any City employee (full-time, part-time, temporary or seasonal) or elected official;
- Personal injury and/or illness to non-City personnel while on or using City-owned property;
- Damage to City-owned property; or

- A non-injury event that had the potential to cause harm or damage.

## **Responsibility**

**Department heads, managers and/or supervisors** -- are responsible for:

- a. ensuring that all accidents/incidents are properly reported and investigated in accordance with this operating procedure.
- b. ensuring that all corrective actions are promptly and completely carried out.

**Employees** -- are responsible for reporting any injury/illness work-related accident or non-injury incidents to their manager/supervisor as soon as possible. All accidents/incidents must be reported by no later than the end of the employee's regular work shift.

**The Office of Human Resources** -- shall participate in accident investigations either directly or by review of the report as deemed appropriate to the incident. The Office of Human Resources shall determine the level of participation that is warranted. The Office of Human Resources is also responsible for administering the Workers' Compensation benefits program for work-related injuries or illnesses.

## **Definitions**

**Major Accident** -- - Any injury or illness-related accident that results in:

- a. Death;
- b. Amputations involving the loss of bone tissue;
- c. Loss of consciousness due to electrical shock, lack of oxygen or chemical exposure;
- d. Possible permanent functional impairment of a body part (excluding those resulting from a back strain);
- e. Admission to a hospital (other than 24-hour observation, hernia repair or back strain).

**Multiple Injury Accident** -- (as defined by OSHA) -- Accidents or incidents that result in five (5) or more employees being admitted to a hospital or medical treatment facility.

**OSHA Recordable Incident** - Any accident/incident that results in:

- a. Medical treatment other than first-aid, (Examples: treatment of an infection, sutures, second or third degree burns, etc.) -- - a list of OSHA-defined medical treatment is provided in Appendix A;
- b. Restriction of normal work activities (reduced work activities, or reduced work days);
- c. In days away from work (lost-time);

- d. or any occupational illness.

**First-Aid Only** -- Any accident/incident which results in a minor injury that can normally be treated or cared for by the employee and/or his/her supervisor, and does not result in any of the conditions identified in Section 4.3. Note -- - first-aid can be administered by a medical professional and not result in an OSHA-recordable incident. (Examples: application of a Band-Aid or antiseptic to a minor cut or scrape).

**"Non-Injury" Incident** -- - Any incident which does not result in personal injury or illness but had the potential to do so OR any incident which results in property damage but does not result in injury or illness.

### **Notification Procedures**

**Notification During Regular Working Hours** -- - Any City employee involved in an accident/incident (as defined in Section 4.0) during regular working hours shall:

- a. Report the occurrence to their department manager or supervisor as immediately as possible, but by no later than the end of the regular work shift. Failure to properly report an incident can result in disciplinary action and/or denial of benefits.
- b. If the incident only involves first-aid treatment administered by either the employee or his/her manager/supervisor, or is a non-injury incident and the manager/supervisor is assured that there will be no further complications, the incident shall be documented on the DEPARTMENT INCIDENT LOG.
- c. If the work-related accident results in injury or illness requiring professional medical treatment, the employee shall be referred to Family Medical Clinic located at 3451 Goodman Road East, Suite 115, Southaven, MS 38672 or, in severe cases, taken to Baptist Memorial Hospital – Desoto located at 7601 Southcrest Parkway, Southaven, MS 38671 or other designated medical provider. If the injury or illness requires emergency medical treatment, contact the Southaven Police Department (662-393-8654) or 9-1-1 as appropriate, for proper notification of emergency medical services. *NOTE:* The employee(s) involved may be required to submit to a drug and alcohol test as described in the City’s Drug Free Workplace Policy and Drug and Alcohol policy.
- d. The employee’s manager/supervisor shall report the event to the Office of Human Resources by no later than the end of the work shift of the day on which the event occurred. At a minimum, the manager/supervisor must provide the employee’s name, date and time of accident, nature of injury/illness, and how the accident/incident occurred.
- e. The employee’s manager/supervisor is responsible for conducting the initial accident investigation and completing the MWCC – WORKERS’ COMPENSATION – FIRST

REPORT OF INJURY OR ILLNESS, HIPAA MEDICAL AUTHORIZATION, and PHYSICIAN OF CHOICE forms as outlined in Section 7.0.

**Notification After Regular Working Hours/Days** -- Any City employee involved in an accident, that results in a work-related injury or illness, after regular working hours/days shall:

- a. Report the occurrence to their department manager or supervisor as immediately as possible, but by no later than the end of the shift. Failure to properly report an incident can result in disciplinary action and/or denial of benefits.
- b. If the incident only involves first-aid treatment administered by either the employee or his/her manager/supervisor, or is a non-injury incident and the manager/supervisor is assured that there will be no further complications, the incident shall be documented on the DEPARTMENT INCIDENT LOG on the next regular work day.
- c. If the work-related accident results in injury or illness requiring professional medical treatment, the employee shall be referred to Family Medical Clinic located at 3451 Goodman Road East, Suite 115, Southaven, MS 38672 or, in severe cases, be taken to Baptist Memorial Hospital – Desoto located at 7601 Southcrest Parkway, Southaven, MS 38671 or other designated medical provider. If the injury or illness requires emergency medical treatment, contact the Southaven Police Department (662-393-8654) or 9-1-1 as appropriate, for proper notification of emergency medical services. *NOTE:* The employee(s) involved may be required to submit to a drug and alcohol test as described in the City’s Drug Free Workplace Policy and Drug and Alcohol policy.
- d. The employee’s manager/supervisor shall report the event to the Office of Human Resources by no later than the end of the work shift of the next regular work day after the event occurred.
- e. The employee’s manager/supervisor is responsible for conducting the initial accident investigation and completing the MWCC – WORKERS’ COMPENSATION – FIRST REPORT OF INJURY OR ILLNESS, HIPAA MEDICAL AUTHORIZATION, and PHYSICIAN OF CHOICE forms as outlined in Section 7.0.

**Deaths and/or Multiple Injuries** -- - Any incident which results in death or multiple injuries shall be immediately reported to Emergency Medical Services by calling 9-1-1 from the nearest phone. After Emergency Medical Services has cleared the scene, the nearest employee shall be responsible for notifying their department manager/supervisor. The department manager/supervisor shall be responsible for notifying:

- a. The Department Head; and
- b. The Office of Human Resources (662-280-6549).

- c. The Office of Human Resources shall provide the necessary instructions to the Department Head and report the incident in accordance with City, State and Federal regulations.

**Non-Injury Incidents (Situation 1)** -- Any incident which does not result in injury or illness, but had the potential to do so, shall:

- a. be reported to the department manager or supervisor;
- b. the manager/supervisor shall document the event on the DEPARTMENT INCIDENT LOG;
- c. the manager/supervisor shall evaluate the incident and take the appropriate action to reduce or prevent recurrence. The manager/supervisor should consult with the Office of Human Resources if assistance is required in evaluating and responding to the event.

**Non-Injury Incidents (Situation 2)** -- Any incident which results in property damage but does not result in injury or illness shall:

- a. be reported to the department manager or supervisor as immediately as possible, but by no later than the end of the regular work shift (Failure to properly report an incident can result in disciplinary action);
- b. the manager/supervisor shall report the event to the Southaven Police Department;
- c. the manager/supervisor is responsible for reporting the incident to the Office of Human Resources by no later than the end of the regular work shift on the day on which the property damage was discovered;
- d. the manager/supervisor is responsible for completing the INCIDENT REPORT FORM as outlined in Section 7.0.

### **Investigation Guidelines**

**General Guidelines** – In the case of Major Accidents, Multiple Injury Accidents and OSHA Reportable Incidents, the Southaven Police Department shall perform typical accident investigation procedures. In First Aid Only and Non-Injury Incidents, the Department Head/Manager/Supervisor shall act as the principal investigator. In all cases, the Department Head/Manager/Supervisor or designee shall complete a PRINCIPAL INVESTIGATOR REPORT as outlined in Section 7.0. The purpose of investigation is to provide corrective action in order to prevent or reduce the recurrence of similar incidents.

**Accident Scene** -- When possible, the accident scene should be preserved and disturbance of any physical evidence should be prevented until the principal investigator(s) arrive. Unless necessary to prevent further damage or injury, clean up or repair activities should commence only after all pertinent information has been collected.

**Witnesses** -- The principal investigator(s) shall identify and record the names of all individuals who witnessed the incident. Each witness shall be requested to provide a written statement identifying their account of the accident/incident (see **WITNESS STATEMENT FORM**). The witnesses shall be instructed to forward their written statements to the Office of Human Resources.

**Photographs** -- When feasible, the principal investigator(s) should obtain photographs and or measured diagrams of the accident scene. All photographs and/or diagrams shall be forwarded to the Office of Human Resources for inclusion as part of the permanent record.

**Questioning Injured Employees and/or Witnesses** -- When questioning injured employees or witnesses, the investigator(s) shall stress that the purpose of the investigation is to identify facts and not to assign fault. At all times the investigator(s) shall ensure that proper medical treatment and care of any injuries is given priority over questioning of the personnel involved.

**Investigation Findings** -- The investigator(s) shall attempt to identify and record the root and contributory causes of the incident. Upon completion of the investigation, the investigator(s) will identify the appropriate corrective actions, indicate the personnel responsible for implementing the actions and assign a target completion date if appropriate.

### **Accident/Incident Report Forms**

**First Report of Injury or Illness** – Department heads, managers and/or supervisors directly responsible for the employee(s) involved in an accident/incident shall:

- a. Complete all sections of the MWCC – WORKERS’ COMPENSATION – FIRST REPORT OF INJURY OR ILLNESS, HIPAA MEDICAL AUTHORIZATION, and PHYSICIAN OF CHOICE forms, provided by the Office of Human Resources;
- b. The responsible department head or manager should involve the injured employee and all identified witnesses in gathering the details necessary to complete the report.
- c. The completed form(s) shall be forwarded to the Office of Human Resources within 48 hours after the accident/incident has occurred. If additional time is required to complete the investigation, the manager/supervisor shall notify the Office of Human Resources.

**Principal Investigator’s Report** – The Department head, manager, supervisor or designee shall:

- a. Complete all sections of the PRINCIPAL INVESTIGATOR’S REPORT, provided by the Office of Human Resources;
- b. The principal investigator should involve the injured employee and all identified witnesses in the accident investigation and corrective action processes.

- c. The completed form(s) shall be forwarded to the Office of Human Resources within 48 hours after the accident/incident has occurred. If additional time is required to complete the investigation, the principal investigator shall notify the Office of Human Resources.

**Incident Report Form** -- Department heads, managers and/or supervisors upon notice of an incident resulting in property damage from their respective employee(s) shall:

- a. Complete all sections of the INCIDENT REPORT FORM, provided by the Office of Human Resources;
- b. Request a copy of any and all Police reports be submitted to the Office of Human Resources.
- c. The completed report form shall be forwarded to the Office of Human Resources within 48 hours after the incident was discovered.

**Witness Statement Form** -- Department heads, managers and/or supervisors upon identifying potential witnesses to an accident/incident shall:

- a. Record the names of each potential witness;
- b. Distribute a WITNESS STATEMENT FORM to each potential witness;
- c. Instruct the potential witness to submit the completed form to the Office of Human Resources.

**Southaven Police Department Reports** – Immediately following any accident/incident that requires the response of the Southaven Police Department, the Department Head/Manager/Supervisor shall:

- a. Complete all sections of the appropriate accident/incident form(s) if necessary;
- b. Request a copy of any and all Police reports be submitted to the Office of Human Resources;
- c. The completed report forms shall be forwarded to the Office of Human Resources within 48 hours after the accident/incident has occurred. If additional time is required to complete the investigation, the manager/supervisor shall notify the Office of Human Resources.

**Office of Human Resources** -- Upon notification of any accident/incident, Human Resources staff shall:

- a. Confirm that notification of an accident/incident has been received and collect preliminary information required to establish a workers' compensation claim with the designated carrier (if required). The manager/supervisor will be instructed to complete

the appropriate accident/incident reporting forms and forward them along with any additional documents or information pertinent to the accident/incident to the Office of Human Resources. If necessary, copies of all report forms will be forwarded to the manager/supervisor.

- b. Upon receipt of the completed report forms, the Office of Human Resources shall contact the City's designated workers' compensation insurance carrier to document a valid claim (if required). The Office of Human Resources shall also classify the incident and injury types and record all pertinent medical and treatment information; and
- c. Human Resources staff shall determine the appropriate level of participation in the accident/incident investigation based on the findings of the affected department's manager/supervisor or report forms.

**Office of Human Resources Supplemental Reports** -- for all major accidents (as defined) or when requested by the Director of Human Resources, a supplemental investigation and analysis report may be required. The report will be provided to all necessary parties and will include professional analysis of the investigation findings and recommendations of corrective actions and any photographs, documents and legal correspondence relevant to the accident.

## **Appendix A**

### **Medical Treatment**

The following procedures are generally considered medical treatment. Injuries for which this type of treatment was provided or should have been provided are almost always classified as an OSHA-recordable if the injury is work-related:

- Treatment of infection
- Application of antiseptics during second or subsequent visit to medical personnel
- Treatment of second or third degree burn(s)
- Application of sutures (stitches)
- Application of butterfly adhesive dressings(s) or steri-strip(s) in lieu of sutures
- Removal of foreign bodies embedded in eye
- Removal of foreign bodies from wound; if procedure is complicated because of depth of embedment, size, or location
- Use of prescription medications (except a single dose administered on first visit for minor injury or discomfort)

- Use of hot or cold soaking therapy during second or subsequent visit to medical personnel
- Application of hot or cold compress(es) during second or subsequent visit to medical personnel
- Cutting away dead skin (surgical debridement)
- Application of heat therapy during second or subsequent visit to medical personnel
- Use of whirlpool bath therapy during second or subsequent visit to medical personnel
- Positive x-ray diagnosis (fractures, broken bones, etc.)
- Admission to a hospital or equivalent medical facility for treatment

### **First-Aid Treatment**

The following procedures are generally considered first-aid treatment (e.g., one-time treatment and subsequent observation of minor injuries) and should not be classified as an OSHA-recordable if the work-related injury does not involve loss of consciousness, restriction of work or motion, or transfer to another job:

- Application of antiseptics during first visit to medical personnel
- Treatment of first degree burn(s)
- Application of bandage(s) during any visit to medical personnel
- Use of elastic bandage(s) during first visit to medical personnel
- Removal of foreign bodies not embedded in eye if only irrigation is required
- Removal of foreign bodies from wound; if procedure is uncomplicated, and is, for example by tweezers or other simple technique
- Use of nonprescription medications and administration of single dose of prescription medication on first visit for minor injury or discomfort
- Soaking therapy on initial visit to personnel or removal of bandages by soaking
- Application of hot or cold compress(es) during first visit to medical personnel
- Application of ointments to abrasions to prevent drying or cracking
- Application of heat therapy during first visit to medical personnel
- Negative x-ray diagnosis

- Observation of injury during visit to medical personnel

The following procedure, by itself, is not considered medical treatment:

- Administration of tetanus shot(s) or booster(s)

However, these shots are often given in conjunction with more serious injuries; consequently, injuries requiring these shots may be recordable for other reasons.

Source -- *Recordkeeping Guidelines for Occupational Injuries and Illnesses*, U.S. Department of Labor, Bureau of Labor Statistics, September 1986, The Occupational Safety and Health Act of 1970 and 29 CFR 1904, O.M.B No. 1220-0029, Effective April 1986

## S. ABUSE OF LEAVE

While on approved leave, employees may not engage in activities that are inconsistent with the purpose of or basis for the approved leave (FMLA, major medical, etc). Where an employee acts inconsistent with the representations made to the City to obtain the approved leave, the Employee's representations and inconsistent conduct may be deemed to be a misrepresentation and fraudulent conduct. In such instances, an Employee found to have engaged in activities inconsistent with the Employee's representations to obtain approved leave may be subject to discipline, and this discipline may include actions up to and including termination of employment.

## **SECTION 4      DISCIPLINARY ACTION**

The Mayor and Board of Alderman require that all forms of discipline and corrective action adhere with due process. Supervisory employees and/or Department Heads shall exercise corrective action when an employee violates established rules of appropriate conduct or is in violation of this handbook. Such corrective action shall be in accordance with the policies and procedures established herein. Distinguishes may be made by supervisory personnel and/or Department head employees between more serious and less serious actions of misconduct and provide corrective action accordingly.

**Nothing in this handbook should be construed as a guarantee of continued employment. Your employment may be terminated at any time, for any reason, with or without cause, with no advance prior notice. Likewise, you may terminate your employment at any time for any reason without prior notice.**

### **A.      DISCIPLINARY ACTION**

The Department head or designated representative shall take action to formally discipline an employee who is guilty of an offense. The Mayor and City Administrator/CAO may also issue disciplinary actions and/or take other corrective measures as necessary without prior action by the department head or designee.

In extraordinary circumstances, the employee may be placed on immediate suspension with pay pending a hearing on the matter. Any employee placed on suspension without pay may be eligible for restitution pending the outcome of said hearing.

The Department head, or supervisory employee, shall maintain a written record of the disciplinary action he or she takes. Such written documentation shall be turned into the Department of Finance and Administration prior to corrective action being enforced.

The governing authority or a designated representative may attempt to correct unacceptable behavior by issuing a verbal warning and/or counseling and/or other appropriate informal means, whenever practical, prior to taking formal action against an employee. The governing authority or a designated employee shall maintain a written record of such verbal warning or other informal action taken.

### **B.      BOARD OF ALDERMAN ACTION**

Pursuant to the relevant laws of the State of Mississippi, the Southaven Board of Alderman shall be responsible for all terminations of employment of City employees. Department heads may provide recommendations of an employee's termination to the Board of Aldermen; however, it is the singular responsibility of the Board of Alderman to enact a termination of employment. Personnel decisions made by the Board of Alderman are final. Any appeal of an action taken by

the Board of Aldermen would be made via the filing of a bill of exceptions, pursuant to [Mississippi Code Annotated Section 11-51-75](#).

Amended January 3 2013, July 2, 2013

### **C. SPECIAL GRIEVANCE PROCEDURE FOR SEXUAL HARASSMENT AND WORKPLACE HARASSMENT**

Any applicant, probationary department employee, permanent department employee, or non-department employee alleging sexual workplace harassment, including harassment based upon sex, color, creed, religion, national origin, immigrant or non-immigrant status, age, disability, uniformed service status or veteran status, may:

1. File a grievance with their supervisor.
2. If the source of the harassment is the employee's supervisor, the employee may skip a level of management by filing the grievance directly with the City Administrator/CAO; OR
3. File the grievance with the Mayor and Board of Alderman.

Regardless of outcome, all grievances alleging sexual harassment shall be forwarded to the governing authority. There will be no retaliation for filing a grievance for workplace harassment. Any grievance will be investigated. While the City will attempt to maintain the confidentiality of the grievant to the extent possible, some disclosure will have to be made as part of the investigation. If any sexual or workplace harassment is determined to have occurred, prompt remedial action will be taken to remedy such conduct.

### **D. SPECIAL AMERICANS WITH DISABILITIES ACT (ADA) GRIEVANCE PROCEDURE**

1. Any applicant for an employment position or employee who has reason to believe that they have been unlawfully discriminated against by a Department on the basis of disability may file a grievance in accordance with this Grievance Procedure. Implementation of this Grievance Procedure is not intended to prohibit an applicant or Department employee from utilizing the existing grievance procedures. Grievants are not required to exhaust this Special ADA Grievance Procedure prior to filing a complaint with an applicable federal Department.
2. The Grievance Procedure begins with the individual who is filing the grievance, by preparing and submitting a written statement. The statement should contain the name, address, and telephone number of the individual or authorized representative filing the complaint; a brief and specific description of the situation, incident, or condition being grieved and reasons therefore; identity of the grievant; identity of witnesses, if any; the remedy the individual is seeking; and the signature of the individual filing the grievance properly dated by this individual.
3. The grievance should be submitted to the City Administrator/CAO within seven (7) workdays after the alleged violation occurred.

4. The City Administrator/CAO will have three (3) workdays to provide to the grievant a written acknowledgement of the grievance.

5. The City Administrator/CAO will promptly conduct a review of the issues involved in the grievance to ascertain whether or not an informal resolution of the grievance can be achieved. If an informal resolution is possible and mutually agreeable by the parties involved, the City Administrator/CAO will facilitate arrangement of the resolution and make a record of this agreement. If no informal resolution is possible, the City Administrator/CAO will conduct an investigation of the grievance and provide a written response to the grievant outlining possible accommodations, if any, for resolution of the grievance. This response shall be approved by the Mayor and must be completed no later than fifteen (15) workdays from the Department's receipt of the grievance.

6. If a grievance is not presented within the time lines as set forth hereinabove, it will be considered waived absent an extension by written mutual consent. If the City Administrator/CAO does not answer or acknowledge receipt of the grievance within the specified time lines, the grievant may elect to treat the grievance as denied at that point and immediately appeal the grievance to the Board of Alderman unless an extension of time is granted to the City Administrator/CAO to respond by written mutual agreement.

# CITY OF SOUTHAVEN

This form is to be used by all supervisory employees conducting disciplinary actions

## RECORD OF CONVERSATION

DATE: \_\_\_\_\_ REASON FOR CONFERENCE:

- Attendance
- Report of Conference
- Work Performance
- First Written Notice
- Final Written Notice
- Termination
- Other

EMPLOYEE: \_\_\_\_\_

FACTS LEADING UP TO THE CONFERENCE:

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EMPLOYEE COMMENTS: (Use back or attach additional pages if necessary)

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ACTION TAKEN:

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\_\_\_\_\_  
Employee's Signature  
(This signature simply acknowledges the employee has seen this document)

\_\_\_\_\_  
Supervisor's Signature

CC: Human Resources Department

**The City of Southaven  
Tuition Assistance Request Form**

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

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

School/University: \_\_\_\_\_

Area of Study: \_\_\_\_\_

Please attach the following in order to be considered for tuition reimbursement:

\_\_ Tuition receipt

\_\_ Official grade report

Department head signature of approval \_\_\_\_\_

Employee signature \_\_\_\_\_

# 8. Authorization to Hire Audit Firm for Audit for Current Fiscal Year

**MEMORANDUM OF UNDERSTANDING (MOU)  
IN THE NATURE OF AN INTERLOCAL  
AGREEMENT BETWEEN DESOTO COUNTY, MISSISSIPPI,  
THE CITY OF OLIVE BRANCH, MISSISSIPPI  
AND THE CITY OF SOUTHAVEN, MISSISSIPPI  
FOR 2013 EDWARD BYRNE  
JUSTICE ASSISTANCE GRANT (JAG)**

This agreement made this \_\_\_\_ day of July, 2013, between the Desoto County, Mississippi, acting by and through its governing body, the Board of Supervisors; and the cities of Olive Branch, Mississippi, acting through its Board of Aldermen (hereinafter called Olive Branch), and Southaven, Mississippi, acting through its Board of Aldermen (hereinafter called Southaven). Hereinafter Olive Branch and Southaven are collectively called Cities.

**WITNESSETH**

**WHEREAS**, the Cities desire to promote and improve their capacities to prevent and control crime with the use of funds provided through the Edward Byrne Justice Assistance Grant (JAG Program); and

**WHEREAS**, the JAG Program award amount granted to the Cities, as detailed by the Joint Application Award, is \$30,243.00; and

**WHEREAS**, each of the parties, in performing their governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to them; and

**WHEREAS**, the Cities find that the performance of this Interlocal Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions required of it under this agreement; and

**WHEREAS**, Desoto County, Mississippi, acting through its Board of Supervisors, acknowledges this Interlocal Agreement solely for the purpose of satisfying grant directives or requirements. However, Desoto County is not a party to the Agreement or a subgrantee/recipient of the grant; and

**WHEREAS**, the parties hereto believe that promoting greater crime control and prevention will be benefited from use of the JAG Program funds and their efforts and use of said funds may best be accomplished by a formal agreement pursuant to the authority of the "Interlocal Cooperation Act of 1974".

**NOW, THEREFORE, FOR AND IN CONSIDERATION** of the mutual covenants and agreements contained herein and pursuant to the authority of Section 17-13-1, et seq., of the Mississippi Code of 1972, the Board of Aldermen of the City of Olive Branch and the Board of Aldermen of the City of Southaven for and on behalf of the Cities do hereby covenant, contract and agree as follows:

1. This Agreement shall take effect upon the date of approval by the Attorney General of the State of Mississippi, after first being approved and executed by the Cities, which approval is to be entered onto the minutes of the Board meetings of the Cities.
2. The Cities agree to sharing the JAG Program funding award amount as follows:
  - a. Twelve Thousand Seven Hundred Dollars and no cents (\$12,700.00) for Olive Branch Police Department to purchase equipment to enhance the Community Relations Program.
  - b. Seventeen Thousand Five Hundred Forty Three Dollars and no cents (\$17,543.00) for Southaven Police Department to purchase a Chevrolet Cargo van to operate its Crime Scene Investigations.
3. Nothing in the performance of this Agreement shall impose any liability for claims against the Cities other than claims for which liability may be imposed by the laws of the State of Mississippi.
4. Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other parties.
5. The parties to this Agreement do not intend for any third party to obtain a right by virtue of this agreement.
6. By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.
7. The parties agree that the City of Olive Branch shall be the "lead agency" and shall be the reporting entity for the purposes of the JAG Program in accordance with the JAG FY 2013 Local Solicitation as detailed by the U.S. Department of Justice. The City of Olive Branch shall be responsible for monitoring the award, submitting the reports, and other duties as may be required in order to carry out this grant.
8. The parties agree to comply with all provisions, covenants and obligations of the JAG Program. In this respect, no party shall amend, alter or change the manner it uses the funds it receives from the manner the party represented the funds would be used in making its application for funding, without first obtaining proper authorization from JAG Program grant administration.
9. This Agreement shall be in effect to and from the date agreed and signed to the conclusion of the JAG projects as described in the JAG Program grant as awarded to the parties.
10. Nothing in this Agreement shall bind any agency or party to any stipulation that is not expressly detailed within this Agreement.

11. Pursuant to M.C.A. Section 17-13-9, the parties would set forth the following:
- a. Duration: This Agreement shall have a term beginning from the date of execution and extend to and terminate on the conclusion of the JAG projects as described in the JAG Program grant as awarded to the parties. In the event this agreement extends beyond the term of the existing term of the majority of the membership of the governing Board of any party hereto, it will be deemed to automatically renew and be binding upon the successor Board unless, by majority vote, the incoming Board terminates the same.
  - b. Purpose: The purposes of this Interlocal Agreement are set forth in paragraphs 1-10 above;
  - c. Separate Legal Entity: There is no separate legal or administrative entity created pursuant to this Interlocal Agreement.
  - d. Statutory authority for the Cities to take the actions required of them, as set forth above is contained in Mississippi Code Annotated Section 21-21-3.
  - e. Financing: Financing of this venture is through the JAG Program and, as required, the matching funds of the parties, in such percentages as required by the JAG Program.
  - f. Person to Account for Funds: The City of Olive Branch is designated by this Agreement to receive, disburse and account for all funds of the joint undertaking set for herein;
  - g. Methods of Termination: Either party to this Agreement may terminate its participation in the Agreement by giving notice in writing to the other party, forwarded by certified mail, return receipt requested, or hand delivered at least thirty (30) days prior to the date of termination, but only if such termination is permitted by the JAG Program.
  - h. Amendments: Neither this Agreement nor any of its terms may be changed or modified, waived, or terminated except by an instrument in writing, approved by the governing body of each party, with such approval spread upon its official minutes, and signed by each parties' authorized representative.
  - i. Administration: This project will be administered through the City of Olive Branch for the benefit of both Cities.
  - j. Disposal of Property: This Agreement does not provide for the acquiring, holding, or disposing of real or personal property;
  - k. Any other necessary and proper matters are set forth in paragraphs 1-10 above;

12. Should it become necessary, pursuant to Federal or State law, it is hereby deemed by the parties that the City of Olive Branch shall be the sponsoring subdivision for such purposes as necessary including, but not limited to, the procurement of grants and/or federal or state funds.
13. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. In addition, this Agreement may contain more than one counterpart of the signature page and this Agreement may be executed by the affixing of the signatures to such counterpart signature pages; in which case each counterpart signature page shall constitute an original, but all of which, taken together, shall constitute a single signature page.

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

**DESOTO COUNTY**

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

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

ATTEST:

\_\_\_\_\_  
CLERK – BOARD OF SUPERVISORS

**CITY OF OLIVE BRANCH**

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

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

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

**CITY OF SOUTHAVEN**

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

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

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



## LEASE AGREEMENT

THIS AGREEMENT made and entered into on this, the 3<sup>rd</sup> day of July, 2013, by and between the CITY OF SOUTHAVEN, a municipal corporation, hereinafter referred to as Lessor, and Smith and Brumley hereinafter referred to as Lessee, and in consideration of the premises, the parties do hereby agree as follows to-wit:

### WITNESSETH

WHEREAS, Lessor is the owner of that certain real property located at 3335 Pine Tar Alley, in Southaven, Desoto County, Mississippi.

WHEREAS, Lessor desires to lease to Lessee and Lessee desires to lease from Lessor rental space located within the above described premises.

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

1. Lessor hereby leases unto Lessee 2500 square feet of rental space located within the said premises for a term and period of twelve (12) months beginning on the 3<sup>rd</sup> day of July, 2013, and ending on the 30<sup>th</sup> day of June 2013,

2. For the use and rent of said premises, Lessee hereby agrees and promises to pay unto the Lessor the sum of \$1000 per month. Each monthly payment shall be in the amount of \$1000 and shall be due and payable on the first (1<sup>st</sup>) day of each month thereafter. Payments shall be mailed or hand delivered to the attention of Wesley Brown, 3335 Pinetar Alley, Southaven, Mississippi 38682 and should be received by the first (1<sup>st</sup>) day of each month. Any rental payment not made at or before its maturity shall bear interest thereafter at the rate of 8% per annum until paid. In the event the Lessee shall make default in the payment of

said rental when due, and such default shall continue for fifteen (15) or more days, or in the event the Lessee shall violate or fail to perform any other agreement contained herein, the Lessor may, at his option, cancel this Lease Contract. The Lessor may exercise said option by serving a written notice of cancellation, such notice to be served by being delivered personally to the Lessee or mailed to it by United States Mail, postage prepaid, certified mail addressed to the Lessee or posted in a conspicuous place on said property; and, upon the expiration of a period of fifteen (15) days after the delivery, mailing (mailing shall be deemed completed when deposited in a U.S. Post Office) or posting of such notice, the cancellation shall be complete, and this Lease Contract shall thereafter be null and void as to the portion of said term then unexpired.

3, Lessor agrees to keep the said premises in a constant state of repair during the continuance of this lease agreement. Lessor agrees to furnish all the light, heat, and water services that may be required for said premises. The Lessee shall not perform any acts or carry on any practices which may damage the Property (other than normal wear and tear of the facility), and shall comply with in all material respects all valid city, county, state, and federal laws, ordinances, orders, and regulations. The Lessee agrees that immediately upon the expiration of or cancellation of this Lease Contract, Lessee shall surrender possession of said property to the Lessor in as good condition as when leased to the Lessee, usual wear and tear excepted. All improvements, additions and permanent fixtures provided and/or constructed by the Lessee shall become the property of Lessor upon expiration or cancellation of the Lease Contract and shall remain with the Leased Premises.

4. Lessee shall be responsible for the cleaning and maintenance of the premises. The Lessee shall have the right to use the driveways, alleys, and parking areas located on the Property. Lessee shall remove all rubbish and Lessee's furniture or other items from the Premises upon termination of the Lease; keep the Premises and all appurtenances thereto belonging and the sidewalk and steps adjoining said Premises free from loose rubbish and debris; and quit and deliver upon possession thereof peacefully and quietly to the Lessor or its legal representatives at the expiration of the Term in the same state of repair as received at the commencement of the Term of the Lease.

5. If the Lessee at any time fails to keep and perform any of the covenants or agreements herein stipulated, including but not limited to the default of any payment of any rent, the term hereby created shall, at the option of the Lessor, cease, end and terminate as fully as if by lapse of time.

6. Lessee agrees that it will not sublet the said premises occupied by the Lessee, nor any part thereof, nor assign this lease without the written consent of the Lessor.

7. All personal property of any kind or description whatsoever in the said premises belonging to Lessee or stored within the premises occupied by Lessee shall be stored at the Lessee's sole risk, and the Lessor shall not be held liable for any damage to or loss of such personal property. Lessee waives and releases and holds Lessor harmless from any damage to or loss of the aforementioned personal property belonging to Lessee or stored within the premises occupied by Lessee.

8. Lessee shall not erect, install, operate nor cause nor permit to be erected, installed or operated in or upon the premises hereinabove described, any signs or other similar advertising device without first having obtained the Parks Director's written consent thereto. The Lessee

shall not, without the Lessor's prior written consent not to be unreasonably withheld, make any material structural alterations, material additions (those exceeding \$5,000) or material improvements (those exceeding \$1,000) to the Property (the "Alterations").

9. No renewal of this Agreement shall be binding on either party unless it is put in writing and signed by the Lessor and the Lessee.

10. 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 contractor or subcontractors arising out of the activities conducted by the Lessee, its contractors, subcontractors, agents, members, invitees or guests. Lessee will not do or permit to be done anything in or upon any portion of the premises or bring or keep anything therein or thereon which will in any way conflict with the conditions of any insurance policies insuring the premises or any part thereof against loss.

11. The Lessor shall in no way be responsible to the Lessee or to any employee of the Lessee for any property stolen from the Property, however occurring, or any damage done to furniture or other effects of the Lessee, by any person or persons whatsoever, except to the extent resulting from the negligence or willful misconduct of the Lessor or its affiliates or agents.

12. The Lessee, at its own expense, shall secure and maintain in full force and effect Commercial General Liability Insurance in the amount of at least \$1,000,000 combined single limit to insure against any liability for bodily injury, property damage, advertising injury and other claims and risks commonly covered by CGL policies arising out of the use and occupancy in any manner by the Lessee, its agents, representatives, employees or assigns of the Premises. The Lessee shall assume and be responsible for any deductible amount or self-insurance

retention involved in any insurance claim. The Lessee shall furnish on an annual basis to the Lessor a certificate of insurance embodying the above limits and including Landlord and its lenders as additional named insured.

13. The Lessee shall be responsible for all repairs and maintenance to the Leased Premises including, but not limited to, the heating and air conditioning systems, plumbing systems, electrical systems, doors, glass, mechanical systems, and the wastewater system. Lessor shall be responsible for the costs and expenses to repair and replace when necessary the roof, foundation and structural components of the Building. All repairs and alterations of the Property required by governmental authorities shall be made by the Lessee, at the Lessee's sole cost and expense, but only to the extent that such repairs and alterations are necessitated by Lessee's specific use of the Property.

14. In the event of the insolvency or bankruptcy of the Lessee or the filing of any petition under the bankruptcy statutes, voluntarily or involuntarily, and whether or not resulting in an adjudication in bankruptcy, or in the event of a partial or general assignment for the benefit of a creditor, at any time thereafter, the Lessor shall have the right to terminate this lease upon giving written notice thirty (30) days in advance

15. No failure of Lessor to enforce any term or provision hereof shall be deemed to be a waiver by the Lessor for any subsequent default by the Lessee.

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

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

WITNESS OUR SIGNATURES, on this, the 3<sup>rd</sup> day of July, 2013.

**LESSOR:**

**CITY OF SOUTHAVEN, MISSISSIPPI**

**BY:** \_\_\_\_\_  
**MAYOR**

**LESSEE:**

**SMITH AND BRUMLEY**

**BY:** Joey Morgan  
**TITLE:** Resident

## LEASE AGREEMENT

THIS AGREEMENT made and entered into on this, the 3rd day of July, 2013, by and between the CITY OF SOUTHAVEN, a municipal corporation, hereinafter referred to as Lessor, and Wildcats Cheer hereinafter referred to as Lessee, and in consideration of the premises, the parties do hereby agree as follows to-wit:

### WITNESSETH

WHEREAS, Lessor is the owner of that certain real property located at 3335 Pine Tar Alley, in Southaven, Desoto County, Mississippi.

WHEREAS, Lessor desires to lease to Lessee and Lessee desires to lease from Lessor rental space located within the above described premises.

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

1. Lessor hereby leases unto Lessee 13,680 square feet of rental space located within the said premises for a term and period of twelve (12) months beginning on the 3rd day of July, 2013, and ending on the 30<sup>th</sup> day of June 2014.

2. For the use and rent of said premises, Lessee hereby agrees and promises to pay unto the Lessor the sum of \$2,500.00 per month. Each monthly payment shall be in the amount of \$2,500.00 and shall be due and payable on the first (1st) day of each month thereafter. Payments shall be mailed or hand delivered to the attention of Wesley Brown, 3335 Pinetar Alley, Southaven, Mississippi 38682 and should be received by the first (1st) day of each month. Any rental payment not made at or before its maturity shall bear interest thereafter at the rate of 8% per annum until paid. In the event the Lessee shall make default in the payment

of said rental when due, and such default shall continue for fifteen (15) or more days, or in the event the Lessee shall violate or fail to perform any other agreement contained herein, the Lessor may, at his option, cancel this Lease Contract. The Lessor may exercise said option by serving a written notice of cancellation, such notice to be served by being delivered personally to the Lessee or mailed to it by United States Mail, postage prepaid, certified mail addressed to the Lessee or posted in a conspicuous place on said property; and, upon the expiration of a period of fifteen (15) days after the delivery, mailing (mailing shall be deemed completed when deposited in a U.S. Post Office) or posting of such notice, the cancellation shall be complete, and this Lease Contract shall thereafter be null and void as to the portion of said term then unexpired.

3, Lessor agrees to keep the said premises in a constant state of repair during the continuance of this lease agreement. Lessor agrees to furnish all the light, heat, and water services that may be required for said premises. The Lessee shall not perform any acts or carry on any practices which may damage the Property (other than normal wear and tear of the facility), and shall comply with in all material respects all valid city, county, state, and federal laws, ordinances, orders, and regulations. The Lessee agrees that immediately upon the expiration of or cancellation of this Lease Contract, Lessee shall surrender possession of said property to the Lessor in as good condition as when leased to the Lessee, usual wear and tear excepted. All improvements, additions and permanent fixtures provided and/or constructed by the Lessee shall become the property of Lessor upon expiration or cancellation of the Lease Contract and shall remain with the Leased Premises.

4. Lessee shall be responsible for the cleaning and maintenance of the premises. The Lessee shall have the right to use the driveways, alleys, and parking areas located on the Property. Lessee shall remove all rubbish and Lessee's furniture or other items from the Premises upon termination of the Lease; keep the Premises and all appurtenances thereto belonging and the sidewalk and steps adjoining said Premises free from loose rubbish and debris; and quit and deliver upon possession thereof peacefully and quietly to the Lessor or its legal representatives at the expiration of the Term in the same state of repair as received at the commencement of the Term of the Lease.

5. If the Lessee at any time fails to keep and perform any of the covenants or agreements herein stipulated, including but not limited to the default of any payment of any rent, the term hereby created shall, at the option of the Lessor, cease, end and terminate as fully as if by lapse of time.

6. Lessee agrees that it will not sublet the said premises occupied by the Lessee, nor any part thereof, nor assign this lease without the written consent of the Lessor.

7. All personal property of any kind or description whatsoever in the said premises belonging to Lessee or stored within the premises occupied by Lessee shall be stored at the Lessee's sole risk, and the Lessor shall not be held liable for any damage to or loss of such personal property. Lessee waives and releases and holds Lessor harmless from any damage to or loss of the aforementioned personal property belonging to Lessee or stored within the premises occupied by Lessee.

8. Lessee shall not erect, install, operate nor cause nor permit to be erected, installed or operated in or upon the premises hereinabove described, any signs or other similar advertising device without first having obtained the Parks Director's written consent thereto. The Lessee

shall not, without the Lessor's prior written consent not to be unreasonably withheld, make any material structural alterations, material additions (those exceeding \$5,000) or material improvements (those exceeding \$1,000) to the Property (the "Alterations").

9. No renewal of this Agreement shall be binding on either party unless it is put in writing and signed by the Lessor and the Lessee.

10. 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 contractor or subcontractors arising out of the activities conducted by the Lessee, its contractors, subcontractors, agents, members, invitees or guests. Lessee will not do or permit to be done anything in or upon any portion of the premises or bring or keep anything therein or thereon which will in any way conflict with the conditions of any insurance policies insuring the premises or any part thereof against loss.

11. The Lessor shall in no way be responsible to the Lessee or to any employee of the Lessee for any property stolen from the Property, however occurring, or any damage done to furniture or other effects of the Lessee, by any person or persons whatsoever, except to the extent resulting from the negligence or willful misconduct of the Lessor or its affiliates or agents.

12. The Lessee, at its own expense, shall secure and maintain in full force and effect Commercial General Liability Insurance in the amount of at least \$1,000,000 combined single limit to insure against any liability for bodily injury, property damage, advertising injury and other claims and risks commonly covered by CGL policies arising out of the use and occupancy in any manner by the Lessee, its agents, representatives, employees or assigns of the Premises. The Lessee shall assume and be responsible for any deductible amount or self-insurance

retention involved in any insurance claim. The Lessee shall furnish on an annual basis to the Lessor a certificate of insurance embodying the above limits and including Landlord and its lenders as additional named insured.

13. The Lessee shall be responsible for all repairs and maintenance to the Leased Premises including, but not limited to, the heating and air conditioning systems, plumbing systems, electrical systems, doors, glass, mechanical systems, and the wastewater system. Lessor shall be responsible for the costs and expenses to repair and replace when necessary the roof, foundation and structural components of the Building. All repairs and alterations of the Property required by governmental authorities shall be made by the Lessee, at the Lessee's sole cost and expense, but only to the extent that such repairs and alterations are necessitated by Lessee's specific use of the Property.

14. In the event of the insolvency or bankruptcy of the Lessee or the filing of any petition under the bankruptcy statutes, voluntarily or involuntarily, and whether or not resulting in an adjudication in bankruptcy, or in the event of a partial or general assignment for the benefit of a creditor, at any time thereafter, the Lessor shall have the right to terminate this lease upon giving written notice thirty (30) days in advance

15. No failure of Lessor to enforce any term or provision hereof shall be deemed to be a waiver by the Lessor for any subsequent default by the Lessee.

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

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

WITNESS OUR SIGNATURES, on this, the 3<sup>rd</sup> day of July, 2013.

**LESSOR:**

**CITY OF SOUTHAVEN, MISSISSIPPI**

**BY:** \_\_\_\_\_  
**MAYOR**

**LESSEE:**

**Wildcats Cheer**

**BY:** *[Handwritten Signature]*

**TITLE:** *Duher*

## **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: **8740 Whitworth Drive, 731 Burton Lane, 3478 Nicholas Lane, 1144 Richland Drive**, to the effect that the said parcel of land has been neglected whereby **the grass height is in violation and there exist other unsafe conditions** and that the parcel of land in the present condition is deemed to be a menace to the public health and safety of the community.

**WHEREAS**, pursuant to Section 21-19-11 of the Mississippi Code Annotated (1972), the governing authorities of the City of Southaven, Mississippi, provided the owners of the above described parcel of land with notice of the condition of their respective parcel of land and further provided them with notice of a hearing before the Mayor and Board of Aldermen on **Tuesday, July 2, 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 uncleanness as to be a menace to the public health and safety of the community.

**WHEREAS**, none of the owners of the above described parcel of land appeared at the meeting of the Mayor and Board of Aldermen on **Tuesday, July 2, 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: **8740 Whitworth Drive, 731 Burton Lane, 3478 Nicholas Lane, 1144 Richland 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:

<b>ALDERMAN</b>	<b>VOTED</b>
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 **2nd day of July, 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

<b>Date of Hearing:</b>	<b>July 2, 2013</b>
<b>Public Hearing Body:</b>	<b>Board of Alderman</b>
<b>Applicant:</b>	<b>Judith Lewis c/o Ben Smith 1670 Mississippi Valley Blvd 662-393-3348</b>
<b>Total Acreage:</b>	<b>0.35 acres</b>
<b>Existing Zone:</b>	<b>Snowden Grove Planned Unit Development</b>
<b>Location of Subdivision application:</b>	<b>Northeast corner of Nail Road and Snowden Run.</b>
<b>Comprehensive Plan Designation:</b>	<b>Residential</b>

**Staff Comments:**

The applicant is requesting to revise Snowden Grove Subdivision Area 14 section A lots 340 and 341. The current recorded plat identifies these lots as two separate lots. The applicant is requesting to merge the two lots together and vacate the recorded easement line between the lots. The combined lot would take on the identity of lot 340 and have a total acreage of 0.35 acres. Staff has been informed that the applicant has purchased both lots and intends on building a home in the middle, which will meet the minimum heated

square footage of the PUD.

**Staff Recommendations:**

To construct a home in the center of these two lots, the applicant has two options: 1) leave the center lot line on the recorded plat and only get authorization to remove the easement down the middle; OR 2) remove both the easement and the lot line. After speaking with the Chancery Clerks office and the Tax Assessor’s office, to keep the lot line platted will also keep a tax bill on both lots separate. It will also make title work for the loan difficult; therefore, staff agrees that this is the cleanest approach to the revision.

*Per Section 13-16(b)(a) Revisions of plats- “The governing authority, on such terms and conditions as it imposes, may authorize revision of recorded plat combining lots, changing lot lines or calls, correcting errors and other revisions on application by the owners of the lots being changed. The corrected plat shall be filed as a separate revision of the subdivision.....Signatures of property owners affected by the subdivision revision shall be placed on the final plat revision. Property owners affected shall be defined as those across the street from the area being revised and lots immediately adjacent to the lots being revised.”*

Staff has reviewed the application and is agreeable to the request in that the lot size exceeds the minimum for that particular area. The applicant will need to get verification from all the utility companies that the removal of the easement between the two is acceptable. Also, staff recommends making a note on the plat to identify the elimination of “lot 341” so that future title research doesn’t get clouded by the revision. Pending the applicant can address the above stated comments including the signature requirements, staff recommends approval.

**Planning Commission  
Recommendation:**

**Motion made by:  
Seconded by:**



OWNER'S CERTIFICATE LOTS 340,341

I, JUDITH LEWIS, OWNER OR AUTHORIZED REPRESENTATIVE OF THE OWNER OF THE PROPERTY, HEREBY ADOPT THIS AS MY PLAN OF SUBDIVISION AND DEDICATE THE RIGHT-OF-WAY FOR THE ROADS AS SHOWN ON THE PLAT OF THE SUBDIVISION TO THE PUBLIC USE FOREVER AND RESERVE FOR THE PUBLIC UTILITIES THE UTILITY EASEMENTS AS SHOWN ON THE PLAT. I CERTIFY THAT I AM THE OWNER IN FEE SIMPLE OF THE PROPERTY AND THAT NO TAXES HAVE BECOME DUE AND PAYABLE. THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

NOTARY'S CERTIFICATE  
STATE OF MISSISSIPPI, COUNTY OF DESOTO  
PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE SAID COUNTY AND STATE, ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, WITHIN MY JURISDICTION, THE WITHIN NAMED \_\_\_\_\_, ACKNOWLEDGED THAT HE/SHE EXECUTED THE ABOVE AND FOREGOING INSTRUMENT.

MY COMMISSION EXPIRES: NOTARY PUBLIC

OWNER'S CERTIFICATE LOT 342

I, ROBERT E. DAVIS JR., OWNER OR AUTHORIZED REPRESENTATIVE OF THE OWNER OF THE PROPERTY, HEREBY ADOPT THIS AS MY PLAN OF SUBDIVISION AND DEDICATE THE RIGHT-OF-WAY FOR THE ROADS AS SHOWN ON THE PLAT OF THE SUBDIVISION TO THE PUBLIC USE FOREVER AND RESERVE FOR THE PUBLIC UTILITIES THE UTILITY EASEMENTS AS SHOWN ON THE PLAT. I CERTIFY THAT I AM THE OWNER IN FEE SIMPLE OF THE PROPERTY AND THAT NO TAXES HAVE BECOME DUE AND PAYABLE. THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

NOTARY'S CERTIFICATE  
STATE OF MISSISSIPPI, COUNTY OF DESOTO  
PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE SAID COUNTY AND STATE, ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, WITHIN MY JURISDICTION, THE WITHIN NAMED \_\_\_\_\_, ACKNOWLEDGED THAT HE/SHE EXECUTED THE ABOVE AND FOREGOING INSTRUMENT.

MY COMMISSION EXPIRES: NOTARY PUBLIC

OWNER'S CERTIFICATE LOT 339

I, ROBERT EUGENE BURT, OWNER OR AUTHORIZED REPRESENTATIVE OF THE OWNER OF THE PROPERTY, HEREBY ADOPT THIS AS MY PLAN OF SUBDIVISION AND DEDICATE THE RIGHT-OF-WAY FOR THE ROADS AS SHOWN ON THE PLAT OF THE SUBDIVISION TO THE PUBLIC USE FOREVER AND RESERVE FOR THE PUBLIC UTILITIES THE UTILITY EASEMENTS AS SHOWN ON THE PLAT. I CERTIFY THAT I AM THE OWNER IN FEE SIMPLE OF THE PROPERTY AND THAT NO TAXES HAVE BECOME DUE AND PAYABLE. THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

NOTARY'S CERTIFICATE  
STATE OF MISSISSIPPI, COUNTY OF DESOTO  
PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE SAID COUNTY AND STATE, ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, WITHIN MY JURISDICTION, THE WITHIN NAMED \_\_\_\_\_, ACKNOWLEDGED THAT HE/SHE EXECUTED THE ABOVE AND FOREGOING INSTRUMENT.

MY COMMISSION EXPIRES: NOTARY PUBLIC

LOT 338

I, HOWARD HENDRIX, OWNER OR AUTHORIZED REPRESENTATIVE OF THE OWNER OF THE PROPERTY, HEREBY ADOPT THIS AS MY PLAN OF SUBDIVISION AND DEDICATE THE RIGHT-OF-WAY FOR THE ROADS AS SHOWN ON THE PLAT OF THE SUBDIVISION TO THE PUBLIC USE FOREVER AND RESERVE FOR THE PUBLIC UTILITIES THE UTILITY EASEMENTS AS SHOWN ON THE PLAT. I CERTIFY THAT I AM THE OWNER IN FEE SIMPLE OF THE PROPERTY AND THAT NO TAXES HAVE BECOME DUE AND PAYABLE. THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

NOTARY'S CERTIFICATE  
STATE OF MISSISSIPPI, COUNTY OF DESOTO  
PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE SAID COUNTY AND STATE, ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, WITHIN MY JURISDICTION, THE WITHIN NAMED \_\_\_\_\_, ACKNOWLEDGED THAT HE/SHE EXECUTED THE ABOVE AND FOREGOING INSTRUMENT.

MY COMMISSION EXPIRES: NOTARY PUBLIC

OWNER'S CERTIFICATE COMMON AREA

I, \_\_\_\_\_, OWNER OR AUTHORIZED REPRESENTATIVE OF THE OWNER OF, HEREBY ADOPT THIS AS MY PLAN OF SUBDIVISION AND DEDICATE THE RIGHT-OF-WAY FOR THE ROADS AS SHOWN ON THE PLAT OF THE SUBDIVISION TO THE PUBLIC USE FOREVER AND RESERVE FOR THE PUBLIC UTILITIES THE UTILITY EASEMENTS AS SHOWN ON THE PLAT. I CERTIFY THAT I AM THE OWNER IN FEE SIMPLE OF THE PROPERTY AND THAT NO TAXES HAVE BECOME DUE AND PAYABLE. THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

TITLE: OWNER OR AUTHORIZED REPRESENTATIVE

NOTARY'S CERTIFICATE  
STATE OF MISSISSIPPI, COUNTY OF DESOTO  
PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE SAID COUNTY AND STATE, ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, WITHIN MY JURISDICTION, THE WITHIN NAMED \_\_\_\_\_, WHO OF \_\_\_\_\_, ACKNOWLEDGED THAT HE/SHE IS \_\_\_\_\_ OF \_\_\_\_\_ BANKCORP SOUTH, AND THAT FOR AND ON BEHALF OF THE SAID BANK, AND AS ITS ACT AND DEED HE/SHE EXECUTED THE ABOVE AND FOREGOING INSTRUMENT, AFTER FIRST HAVING BEEN DULY AUTHORIZED BY SAID BANK SO TO DO.

MY COMMISSION EXPIRES: NOTARY PUBLIC

OWNER'S CERTIFICATE LOT 405

I, \_\_\_\_\_, OWNER OR AUTHORIZED REPRESENTATIVE OF THE OWNER OF, HEREBY ADOPT THIS AS MY PLAN OF SUBDIVISION AND DEDICATE THE RIGHT-OF-WAY FOR THE ROADS AS SHOWN ON THE PLAT OF THE SUBDIVISION TO THE PUBLIC USE FOREVER AND RESERVE FOR THE PUBLIC UTILITIES THE UTILITY EASEMENTS AS SHOWN ON THE PLAT. I CERTIFY THAT I AM THE OWNER IN FEE SIMPLE OF THE PROPERTY AND THAT NO TAXES HAVE BECOME DUE AND PAYABLE. THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

TITLE: OWNER OR AUTHORIZED REPRESENTATIVE

NOTARY'S CERTIFICATE  
STATE OF MISSISSIPPI, COUNTY OF DESOTO  
PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE SAID COUNTY AND STATE, ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, WITHIN MY JURISDICTION, THE WITHIN NAMED \_\_\_\_\_, WHO OF \_\_\_\_\_, ACKNOWLEDGED THAT HE/SHE IS \_\_\_\_\_ OF \_\_\_\_\_ BANKCORP SOUTH, AND THAT FOR AND ON BEHALF OF THE SAID BANK, AND AS ITS ACT AND DEED HE/SHE EXECUTED THE ABOVE AND FOREGOING INSTRUMENT, AFTER FIRST HAVING BEEN DULY AUTHORIZED BY SAID BANK SO TO DO.

MY COMMISSION EXPIRES: NOTARY PUBLIC

SOUTHAVEN PLANNING COMMISSION  
APPROVED BY THE SOUTHAVEN PLANNING COMMISSION ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

ATTEST: CHAIRMAN

SECRETARY  
SOUTHAVEN MAYOR & BOARD OF ALDERMEN  
APPROVED BY THE SOUTHAVEN MAYOR AND BOARD OF ALDERMAN ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

CITY CLERK CHARLES G. DAVIS, MAYOR

STATE OF MISSISSIPPI  
COUNTY OF DESOTO  
I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON WAS FILED FOR RECORD IN MY OFFICE AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M., ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AND WAS IMMEDIATELY ENTERED UPON THE PROPER INDEXES AND DULY RECORDED IN PLAT BOOK \_\_\_\_\_ PAGE \_\_\_\_\_.

CERTIFICATE OF SURVEYOR  
I HEREBY CERTIFY THAT ALL DIMENSIONS, ANGLES, BEARINGS, AND AREAS SHOWN ON THIS PLAT ARE CORRECT, AND THAT EXTERIOR BOUNDARIES AND INTERNAL LOT DIMENSIONS COMPLY WITH MINIMUM STATE STANDARDS OF ACCURACY FOR SURVEYING.

BEN W. SMITH - MS NO. 1909

NOTE:

- NOTES:
- MINIMUM SETBACKS ARE AS FOLLOWS:
    - 20' FRONT YARD
    - 20' REAR YARD
  - A 10' FEET WIDE UTILITY EASEMENT IS REQUIRED ON ALL STREET FRONTAGE AND REAR LOT LINES.
  - WATER AND SEWER SERVICE WILL BE PROVIDED BY THE CITY OF SOUTHAVEN.
  - THIS PROPERTY IS NOT LOCATED IN HUD IDENTIFIED SPECIAL FLOOD HAZARD AREA ACCORDING TO FEMA MAP NO. 280333C0083 G, DATED JUNE 4, 2007.
  - 1/2" IRON PIPES ON ALL REAR PROPERTY CORNERS AND WHERE NOTED (IP). CHISEL MARKS ARE MADE ON THE CURB AT THE EXTENDED PROPERTY LINE AND ARE FOR REFERENCE ONLY.

THIS REVISION IS TO COMBINE LOTS 340 AND 341 INTO ONE LOT DESIGNATED AS LOT 340. LOT 341 WILL BE ELIMINATED AS WELL AS THE FIVE FOOT UTILITY EASEMENT PREVIOUSLY ALONG THE LINE DIVIDING LOTS 340 AND 341.

REFER TO PLAT BOOK 97, PAGE 14 FOR TIE TO SECTION CORNER.

FIRST REVISION TO LOTS 340-341  
AREA 14, SECTION "A"  
SNOWDEN GROVE P.U.D.

SECTION 3, TOWNSHIP-2-S, RANGE-7-W  
CITY OF SOUTHAVEN

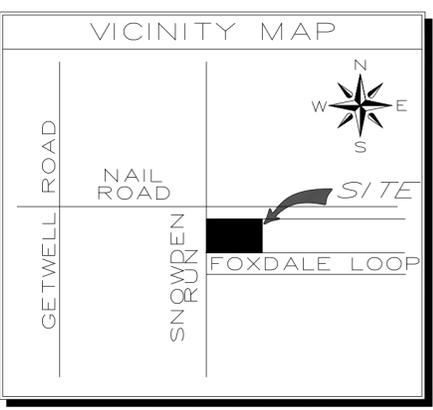
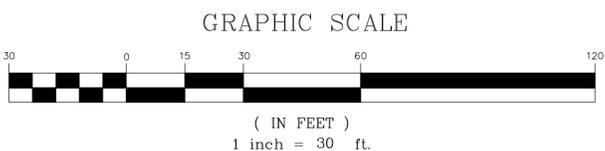
SCALE: 1" = 30'  
JUNE, 2013

ZONING: P.U.D.  
TOTAL REAR: 35 ACRES  
TOTAL LOTS: 1

OWNERS:  
JUDITH LEWIS,  
ROBERT E. DAVIS JR., ROBERT EUGENE BURT,  
BANCORP SOUTH, HOWARD HENDRIX



1670 MISSISSIPPI VALLEY BLVD.  
SOUTHAVEN, MISSISSIPPI 38671  
662-393-3347  
FAX 662-393-3346



# Memorandum

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**To:** Mayor and Board of Alderman  
**CC:** Chris Wilson, CAO  
**From:** Whitney S. Choat-Cook  
**Date:** 6/28/2013  
**Re:** Project Update

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Mayor Musselwhite and Board of Alderman

At the Board meeting on April 16, 2013, Madden Phillips Construction was awarded the bid for Stateline Road and Tchulahoma Road improvement in the amount of \$300,142.00.

On June 26, 2013, Madden Phillips submitted their signed contract back to the Office of Planning and Development for city signatures: Mayor, City Clerk and City Attorney.

OPD has provided a copy to the city attorney for review and pending no changes or revisions are made, staff will request these signatures which will allow staff to set up a pre-construction meeting within the next 7 days with Madden Phillips. At that meeting we will issue a Notice to Proceed to the contractor.

The contractor should start construction within 10 days of the NTP assuming weather conditions are optimal.

In summary, construction should commence in early July. Staff will be out on site and will keep you updated on the progress.

Please let me know if you have any questions or concerns regarding the project.

Respectfully

**Personnel Docket**

July 2, 2013

<b>Payroll Additions</b>	<b>Position</b>	<b>Department</b>	<b>Start Date</b>	<b>Rate of Pay</b>
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<b>Payroll Deletions</b>	<b>Position</b>	<b>Department</b>	<b>Termination Date</b>	<b>Rate of Pay</b>
Kendall Maxwell	Seasonal Laborer	Parks and Recreation - 411	June 17, 2013	\$7.50
Arlbon Crudup	Seasonal Laborer	Parks and Recreation - 411	June 17, 2013	\$7.50
Chester Gross	IT Tech	Information Technology - 150	July 5, 2013	\$16.48
Cameron Lomonaco	IT Intern	Information Technology - 150	July 1, 2012	

<b>Payroll Adjustments</b>	<b>Previous Classification</b>	<b>New Classification</b>	<b>Effective Date</b>	<b>Rate of Pay</b>
Tim Burnham	Patrol Officer II	Patrol Officer III	July 3, 2013	\$19.70
Michael Bond	Patrol Officer II	Patrol Officer III	July 3, 2013	\$19.70
Mitzi Stewart	Patrol Officer II	Patrol Officer III	July 3, 2013	\$19.70
Jonathan Fletcher	Patrol Officer III	Patrol Officer IV/Sargeant	June 22, 2013	\$20.64
Brad Hylander	Patrol Officer III	Patrol Officer IV/Sargeant	June 22, 2013	\$20.64

<b>Parks Tournament Additions</b>	<b>Position</b>	<b>Department</b>	<b>Start Date</b>	<b>Rate of Pay</b>
Sandra Anderson	Restroom Attendant	Parks and Recreation - 412	June 21, 2013	\$8.00

\* REHIRE

# City of Southaven Docket of Claims



**Warrant #: C-070213 & W-070213**

City of Southaven Claims Docket  
Warrant #: C-070213 & W-070213

Page 1 of 34

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
34662	0	203819	424	A TO Z ADVERTISING	B BOUCHARD 2013 ALLOT	\$228.94
34622	0	203750	424	A TO Z ADVERTISING	FIRE ACADEMY FOR KIDS SHIRTS	\$386.35
34593	0	203820	424	A TO Z ADVERTISING	J HITT 2013 ALLOT	\$35.00
34451	0	203789	424	A TO Z ADVERTISING	K SNYDER 2013 ALLOT	\$60.00
34651	0	204025	424	A TO Z ADVERTISING	M LITTLE 2013 ALLOT	\$50.00
10431	0	203493	23	A-1 SEPTIC TANK SERV	CLEANED MANHOLE @ BANCORP SOUTH AIRWAYS	\$720.00
10942	0	203495	23	A-1 SEPTIC TANK SERV	DEERCHASE LIFTSTATION	\$535.00
10998	0	203494	23	A-1 SEPTIC TANK SERV	SHETLAND GARDENS - MAY 2013	\$3,570.00
167141	0	203543	8051	ABSOLUTE PRINT SOLUT	BALLOTS FOR THE GENERAL ELECTI	\$5,953.21
3410400	0	203691	6142	ACCESS POINT INC	PHONE SERVICES - POLICE	\$385.65
5119	0	203824	12445	ACCURATE LAW ENFOR	E JAMES 2013 ALLOT	\$111.27
5250	0	203825	12445	ACCURATE LAW ENFOR	S PIRTLE 2013 ALLOT	\$39.99
5256	0	203964	12445	ACCURATE LAW ENFOR	W CUNNINGHAM 2013 ALLOT	\$17.99
062313	0	203826	10184	ACKERMAN JOHNNY	UMPIRE	\$179.00
062313	0	203892	19960	ACREE TAMMY	SCOREKEEPER	\$100.00
062113	0	203505	20360	ADAIR BRADLEY WAYNE	CASH BOND REFUND	\$1,862.00

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
JULY2013	0	203643	20349	ADVANTAGE COMPANIES	NARCOTICS BLDG LEASE	\$5,000.00
10014	0	203431	17260	AGRIPRO LAWN	BLACK MULCH	\$266.25
10013	0	203432	17260	AGRIPRO LAWN	BLACK MULCH	\$266.25
10009	0	203430	17260	AGRIPRO LAWN	BLACK MULCH	\$532.50
061413	0	203798	10467	AGUILAR TOMAS	PER DIEM BILOXI, MS (MASRO)	\$205.00
9008701618	0	203722	6479	AIRGAS MID SOUTH	FLINT RENEWAL / BLADE FOR STEEL	\$149.86
9008216006	0	203723	6479	AIRGAS MID SOUTH	OXYGEN	\$94.78
062013	0	203426	20354	ALEX FEROME	CASH BOND REFUND	\$49.75
062313	0	203893	18636	ALEXANDER ASHLEY	SCOREKEEPER	\$30.00
84228SWLH	0	203601	17094	ALPHA REPORTING	CYNTHIA FOX CASE (#C012-0339 CD)	\$144.90
84226SWLH	0	203602	17094	ALPHA REPORTING	CYNTHIA FOX CASE (#C012-0339 CD)	\$330.30
132266-2013	0	203404	114	AMER PUBLIC WORKS AS	DUES - R TARRANCE	\$169.00
407709	0	203817	118	AMERICAN FLAG & POLE	US/STATE FLAGS	\$149.78
3018495211	0	203448	9669	AMERIGAS	SNOWDEN	\$146.05
062313	0	203827	14489	ANDERSON GREGORY	UMPIRE	\$139.00
581-4860277	0	203604	156	ARAMARK UNIFORM SERV	MATS @ COURT	\$90.17
581-4863820	0	203640	156	ARAMARK UNIFORM SERV	MATS @ COURT	\$90.17
581-4863821	0	203665	156	ARAMARK UNIFORM SERV	RUBBER MATS	\$190.46
581-4860278	0	203702	156	ARAMARK UNIFORM SERV	RUBBER MATS	\$190.46
1414201306	0	203499	17546	ARISTA	WATER BILL POSTAGE	\$8,011.75
15001	0	203497	17546	ARISTA	WATER BILL PRINTING	\$2,302.24
230	0	203979	18967	ARROW DISPOSAL	GARBAGE COLLECTION SERVICES - JUNE 2013	\$88,325.54

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
061013	0	203556	1167	AT&T MOBILITY	ACCT 0563125769001 (LONG DISTANCE)	\$34.37
287251720713	0	203693	1167	AT&T MOBILITY	PHONE	\$113.99
287251540713	109114	203276	1167	AT&T MOBILITY	IT CELL PHONES	\$426.40
827252250713	109114	203283	1167	AT&T MOBILITY	PHONE SERVICE - PUBLIC WORKS	\$113.99
280661420713	109114	203285	1167	AT&T MOBILITY	PHONE SERVICES - POLICE	\$133.14
287251660713	109114	203284	1167	AT&T MOBILITY	PHONE SERVICES - UTILITIES	\$113.99
820538860713	109114	203282	1167	AT&T MOBILITY	SCADA DATA CARDS	\$90.50
301547640713	0	203692	1145	ATMOS ENERGY	3335 PINE TAR ALLEY - PARKS	\$934.03
301874310713	109115	203455	1145	ATMOS ENERGY	2101 COLONIAL HILLS DR - PARKS	\$160.50
301967260713	109115	203280	1145	ATMOS ENERGY	7980 SWINNEA RD - FIRE	\$141.10
301967240713	109115	203281	1145	ATMOS ENERGY	8400 GREENBROOK PKWY	\$18.51
302071300713	109115	203279	1145	ATMOS ENERGY	8925 SWINNEA RD - PARKS	\$18.98
062313	0	203894	19802	AURELI AMANDA MARIE	SCOREKEEPER	\$54.00
062313	0	203895	17519	AUSTIN KIMBERLY	SCOREKEEPER	\$140.00
062313	0	203896	10289	AUSTIN LEE	SCOREKEEPER	\$170.00
24946	0	203659	172	AUTOMATIC RAIN	LAWN SPRINKLER SERVICES	\$120.00
58847	0	203732	19589	BAKER SERVICES	MAY 2013 METER READING	\$15,289.20
062313	0	203897	18119	BALDWIN MADISON	SCOREKEEPER	\$90.00
062313	0	203934	9854	BARNETT PHILIP	UMPIRE	\$227.50
062313	0	203898	16045	BARTLEY COURTNEY	SCOREKEEPER	\$230.00
06-23-13	0	203935	9480	BAXTER ED	UMPIRE	\$162.50
062313	0	203828	9480	BAXTER ED	UMPIRE	\$249.00

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
062313	0	203829	18711	BENBOW RAYMOND	UMPIRE	\$96.00
062513	109141	203611	20342	BESHEARS SHIRLEY	MML NEWLY ELECTED OFFICIALS ORIENTATION	\$226.00
151558	0	203549	268	BEST CHANCE JANITOR	TISSUE	\$804.60
062413	0	204020	20364	BEST WESTERN	CONF#256257 G PRUETT LODGING	\$198.90
062313	0	203830	16175	BLACK DAVID	UMPIRE	\$333.00
062313	0	203899	19799	BLAKELY EMILY	SCOREKEEPER	\$30.00
062313	0	203900	19366	BLEDSOE LUCAS	SCOREKEEPER	\$24.00
ME472424-01	0	203501	1091	BLUFF CITY ELECTRONI	BATTERY BACK-UPS SFD	\$153.00
ME354269-01	0	203552	1091	BLUFF CITY ELECTRONI	TRAILER ELECTRICAL	\$535.40
CM15092	0	203526	312	BOB LADD & ASSOCIATE	CREDIT	\$-355.85
2052307	0	203429	312	BOB LADD & ASSOCIATE	MASTER CYLINDER / WELLNUT	\$75.97
2052030	0	203530	312	BOB LADD & ASSOCIATE	STARTER	\$381.30
2051978	0	203525	312	BOB LADD & ASSOCIATE	SUPPLIES	\$406.92
062313	0	203831	18938	BOLER JOEY	UMPIRE	\$170.00
062313	0	203901	17523	BOLT THERESA	SCOREKEEPER	\$100.00
062313	0	203832	14504	BOREN, STEPHEN	UMPIRE	\$289.00
062313	0	203833	1043	BOSLEY, JEFF	UMPIRE	\$190.00
70174282	0	203744	582	BOUND TREE MEDICAL	CREDIT	\$-1,100.60
81111154	0	203615	582	BOUND TREE MEDICAL	MEDICAL SUPPLIES	\$753.50
60172768	0	203743	582	BOUND TREE MEDICAL	NARCAN	\$1,100.60
062313	0	203936	19951	BOYLAN GLENN	UMPIRE	\$487.50
062313	0	203937	18755	BOYLAN JESSIE LEE	UMPIRE	\$487.50

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
061913	0	203575	14697	BRANAN DEBRA	SPECIAL JUDGE 6/19/13	\$400.00
062113	0	203418	14697	BRANAN DEBRA	SPECIAL JUDGE 6/21/13	\$400.00
062313	0	203902	18631	BROWN ALISSA JORDAN	SCOREKEEPER	\$60.00
062313	0	203903	18625	BROWN BELLE	SCOREKEEPER	\$30.00
061913	0	203507	20357	BUCHANAN REBECCA	EMS BILLING REFUND	\$78.28
5586383	0	203656	663	BULLFROG AMOCO	STREETS MATERIALS	\$80.00
062313	0	203834	8233	BURCHYETT TYLER	UMPIRE	\$235.00
11923181	0	203714	1056	BWI MEMPHIS	FIELD MARKER	\$268.24
11928341	0	203755	1056	BWI MEMPHIS	MULCH FOR PARKS	\$1,094.40
11903379	0	203636	1056	BWI MEMPHIS	RUBIGAN,ROUNDUP, VESSEL,SURFAC	\$3,180.00
1991418	0	203542	17128	BWP	MOTOR OIL FOR PUBLIC WORKS	\$1,749.15
1897-176425	0	203658	993	CARQUEST AUTO PARTS	MATERIALS FOR SHOP	\$1.40
1897-176992	0	203647	993	CARQUEST AUTO PARTS	MATERIALS FOR SHOP	\$27.29
062113	0	203816	3105	CARTER KAREN	REIMBURSE LODGING / PER DIEM BILOXI MS	\$433.97
061413	108567	203260	3105	CARTER KAREN	BILOXI, MS MUNICIPAL COURT JUDGES SEMINAR	\$399.60
062313	0	203835	16900	CAYGLE CRAIG	UMPIRE	\$283.00
06-10-13	0	203555	1234	CENTURYLINK	ACCT 300093468	\$145.62
061013	0	203554	1234	CENTURYLINK	ACCT 400200022	\$1,103.41
300096130713	109116	203287	1234	CENTURYLINK	PHONE SERVICES - PARKS	\$43.00
400200370713	109116	203291	1234	CENTURYLINK	PHONE SERVICES - PARKS	\$111.15
300095240713	109116	203289	1234	CENTURYLINK	PHONE SERVICES - POLICE	\$45.29
300091240713	109116	203288	1234	CENTURYLINK	PHONE SERVICES - POLICE	\$90.70

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
300091220713	109116	203286	1234	CENTURYLINK	PHONE SERVICES - POLICE	\$223.08
300095070713	109116	203290	1234	CENTURYLINK	PHONE SERVICES - PUBLIC WORKS	\$41.00
11144	0	203766	19700	CHOICE TOWING	3001 TOW	\$50.00
2111	0	203738	18221	CIVIL-LINK, LLC	COE MAPPING PROJECT	\$25,935.15
2110	0	203711	18221	CIVIL-LINK, LLC	COLLEGE/CHRUCH RD SERVICE AREA	\$2,538.90
2107	0	203765	18221	CIVIL-LINK, LLC	DCRUA SEWER METER MONITORING	\$3,480.75
2105	0	203736	18221	CIVIL-LINK, LLC	HWY 51 & STARLANDING MAIN RELOCATION	\$3,426.15
2108	0	203734	18221	CIVIL-LINK, LLC	PLANT MAINT & MONITORING	\$1,469.83
2109	0	203733	18221	CIVIL-LINK, LLC	PLUM POINT SEWER PROJECT	\$3,858.40
2101	0	203764	18221	CIVIL-LINK, LLC	STATELINE/TCHULAHOMA	\$1,633.96
2106	0	203735	18221	CIVIL-LINK, LLC	UTILITY RPR SERVICES	\$7,998.90
062313	0	203836	8913	CLABO DARIEN	UMPIRE	\$260.00
062313	0	203837	18757	CLAYTON DONNIE	UMPIRE	\$322.00
062313	0	203838	10287	CLYNES DENNIS	UMPIRE	\$225.00
062313	0	203839	6659	COLEMAN EDWARD A	UMPIRE	\$180.00
062313	0	203938	15337	COLLINS TIMOTHY	UMPIRE	\$162.50
910908010713	109117	203454	2351	COMCAST	2543 GEM ST - UTILITIES	\$101.90
621122010713	109117	203453	2351	COMCAST	8691 NORTHWEST DR - POLICE	\$242.22
856867020713	109117	203452	2351	COMCAST	8779 WHITWORTH - POLICE	\$130.25
617036020713	109148	203757	2351	COMCAST	8779 WHITWORTH - SCADA - UTILITIES	\$169.75
911329010713	109149	203758	2351	COMCAST	1334 E. GOODMAN RD - UTILITIES	\$531.02
INV200467	0	203975	543	COMSERV SERVICES	1458 INSTALL (G PRUETT EVIDENCE)	\$922.50

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
061913	0	203506	20359	COOK ELAINE	EMS BILLING REFUND	\$81.52
062313	0	203840	2751	COOK GEORGE	UMPIRE	\$252.00
218466	0	203992	3554	CORNERSTONE LAB	TRINITY LAKES WWTP	\$170.00
279218	0	203805	836	COUNTRY FORD INC	3058 O/C, BULB, BELT	\$189.70
278966	0	203973	836	COUNTRY FORD INC	3062 PUMP ASSY	\$707.60
202754	0	203978	836	COUNTRY FORD INC	3065 BUSH	\$27.88
278511	0	203762	836	COUNTRY FORD INC	UNIT 3005 REPAIRS	\$1,101.06
11864	0	203498	309	COWBOY CORNER INC	BOOTS	\$97.95
061813-CS	0	203710	1339	CREDIT CARD CENTER	C SHELTON	\$112.41
061813-SH	0	203998	1339	CREDIT CARD CENTER	S HEATH	\$125.69
062313	0	203841	20069	CRESPINO JOEY	UMPIRE	\$109.00
062413	0	204015	20362	CRESTWOOD SUITES	CONF #19165 (7/7-7/12 SSGT INSTRUCTOR TRAINER)	\$344.20
06-24-13	0	204016	20362	CRESTWOOD SUITES	CONF#19166 (7/28-8/2 SSGT INSTRUCTOR TRAINER)	\$344.20
SI2103	0	203747	223	CROW'S TRUCK SERVICE	ENGINE 2	\$3,538.46
SI1194	0	203644	223	CROW'S TRUCK SERVICE	INSTALL 50' HOSE REEL AND 6" V	\$1,349.42
P19335	0	203667	223	CROW'S TRUCK SERVICE	MATERIALS FOR SHOP	\$56.00
SI2105	0	203503	223	CROW'S TRUCK SERVICE	U2	\$226.80
04-310960	0	203407	18557	CUBE ICE INC.	ICE	\$100.00
062513	0	203720	19872	CULLEY DIANNE	YOGA INSTRUCTOR	\$25.00
052813	0	203527	19872	CULLEY DIANNE	YOGA INSTRUCTOR	\$75.00
40311	0	203780	14139	CUMBERLAND	MATERIALS FOR PD PROJECT	\$254.30
062313	0	203842	2729	CURBOW JOSH	UMPIRE	\$109.00

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628527	0	203624	402	CURRY JANITORIAL SER	CLEAN FBI OFFICES	\$425.00
1313	0	203673	12576	D&J'S CLEANING SERVI	CLEANING - SPECIAL FLOOR WORK	\$1,375.00
1316	0	203670	12576	D&J'S CLEANING SERVI	CLEANING AT PUBLIC WORKS	\$225.00
1312	0	203694	12576	D&J'S CLEANING SERVI	CLEANING AT PUBLIC WORKS	\$225.00
1315	0	203671	12576	D&J'S CLEANING SERVI	CLEANING AT SPAC	\$100.00
1311	0	203695	12576	D&J'S CLEANING SERVI	CLEANING AT SPAC	\$100.00
1314	0	203672	12576	D&J'S CLEANING SERVI	CLEANING AT SPAC	\$150.00
1310	0	203706	12576	D&J'S CLEANING SERVI	CLEANING AT SPAC	\$150.00
062313	0	203939	14960	DAHLKE JERRY	UMPIRE	\$455.00
061413	108568	203261	10920	DALE K. THOMPSON	FILING FEE FOR 131 NOTICES OF LIENS	\$655.00
062313	0	203843	10197	DANIEL TYLER	UMPIRE	\$258.00
062313	0	203904	11755	DAVIS BROOKE	SCOREKEEPER	\$140.00
062313	0	203844	11651	DERTINGER RICHARD	UMPIRE	\$110.00
JULY2013	0	203596	7507	DESOTO COUNTY ECONOM	MONTHLY CONTRIBUTION	\$2,457.59
1314	0	203719	497	DESOTO COUNTY ELECTR	LOOP DECTORS FOR THE SOUTH BOU	\$2,592.00
JULY2013	0	203598	1383	DESOTO COUNTY HISTOR	MONTHLY CONTRIBUTION	\$1,333.34
062113	0	203435	4646	DESOTO COUNTY REGION	COLLECTED SEWER FEES - MAY 2013	\$11,550.00
1064	0	203963	4646	DESOTO COUNTY REGION	MTHLY PYMT - JULY 2013	\$26,070.00
061813	0	203516	964	DESOTO COUNTY SHERIF	INMATE HOUSING MAY 2013	\$13,240.00
06-19-13	0	203999	964	DESOTO COUNTY SHERIF	INMATE MEDICAL BILLS	\$6,223.60
061913	0	203607	964	DESOTO COUNTY SHERIF	INMATE PHARMACY - MAY 2013	\$218.27
JULY2013	0	203599	6682	DESOTO FAMILY THEATR	MONTHLY CONTRIBUTION	\$4,166.66

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291259	0	203451	10696	DESOTO SOD, LLC	2250 COLLEGE RD YARD REPAIR	\$65.00
234020A	0	203657	2394	DIAMOND INTERNATIONA	MATERIALS FOR SHOP	\$66.78
062513	0	203756	4849	DIZZY DEAN BASEBALL	DIZZY DEAN	\$122,000.00
13CL0001642	0	203971	1390	DPS CRIME LAB	ANALYTICAL FEES	\$1,550.00
062313	0	203940	12331	DUBOISE DALE	UMPIRE	\$390.00
062313	0	203941	16241	DUBRAVEC DEREK	UMPIRE	\$487.50
062313	0	203905	18598	DUNLAP RACHEL	SCOREKEEPER	\$30.00
9002223199	0	203582	17049	DVM RESOURCES	PROF SERVICES	\$437.43
92916406	0	203724	16484	ECOLAB EQUIPMENT	REPAIR UNIT	\$562.33
062313	0	203845	14906	EDGE JEFFREY	UMPIRE	\$418.00
407088	0	203749	17659	EEP	OPTICOM U4	\$892.54
062313	0	203906	17412	ELDRED KALEY	SCOREKEEPER	\$60.00
30328	0	203585	17650	ELMORE RD VETERINARY	PROF SERVICES	\$864.00
062313	0	203942	13427	ENNIS, DENIS	UMPIRE	\$487.50
190414250713	0	203788	966	ENTERGY	GOODMAN AND AIRWAYS BLVD	\$88.25
100253780713	0	203787	966	ENTERGY	GOODMAN AND I-55	\$158.97
163308880713	0	203786	966	ENTERGY	GOODMAN RD AND SCREST	\$88.25
168503980713	0	203664	966	ENTERGY	GREENBROOK PKWY RASC	\$6.20
168501820713	0	203663	966	ENTERGY	GREENBROOK PKWY ST LGT	\$13.21
168399790713	0	203662	966	ENTERGY	ST LINE RD HAMILTON	\$57.12
168359510713	0	203661	966	ENTERGY	STATELINE RD AIRWAYS	\$23.27
155566160713	0	203660	966	ENTERGY	STATELINE RD MRKT DR	\$67.62

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155403210713	109118	203374	966	ENERGY	367 RASCO RD W	\$6.66
168520060713	109118	203352	966	ENERGY	7505 STONEGATE BLVD	\$6.66
311094730713	109118	203295	966	ENERGY	7525 TCHULAHOMA	\$6.66
311095490713	109118	203307	966	ENERGY	7535 TCHULAHOMA	\$6.66
311093660713	109118	203296	966	ENERGY	7625 TCHULAHOMA	\$6.66
311096140713	109118	203306	966	ENERGY	7645 TCHULAHOMA	\$6.66
311096480713	109118	203304	966	ENERGY	7665 TCHULAHOMA	\$6.66
311092590713	109118	203297	966	ENERGY	7705 TCHULAHOMA RD	\$6.66
168347560713	109118	203382	966	ENERGY	SOUTH CIR NORTHFIELD	\$6.20
168354560713	109118	203301	966	ENERGY	SOUTHAVEN ELEM SCHOOL	\$3.67
311665230713	109119	203380	966	ENERGY	1200 BROOKHAVEN DR	\$6.66
748693550713	109119	203322	966	ENERGY	6277A SNOWDEN LN	\$6.66
728201940713	109119	203327	966	ENERGY	6305 SNOWDEN LN	\$6.66
191312000713	109119	203353	966	ENERGY	81895 GETWELL RD	\$6.66
432771850713	109119	203333	966	ENERGY	8191 TULANE RANGE	\$7.87
524823460713	109119	203386	966	ENERGY	8355 AIRWAYS BLVD	\$6.66
180544450713	109119	203381	966	ENERGY	8777 WHITWORTH ST	\$7.43
162929220713	109119	203372	966	ENERGY	8779 WHITWORTH ST	\$6.88
456929100713	109119	203329	966	ENERGY	8925 SWINNEA RD	\$6.66
697233510713	109119	203356	966	ENERGY	8925 SWINNEA RD	\$7.21
190471660713	109120	203368	966	ENERGY	1281 BROOKHAVEN DR	\$10.77
168529070713	109120	203309	966	ENERGY	1334 GOODMAN RD	\$9.69

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715327820713	109120	203359	966	ENTERGY	1433 STATELINE RD E	\$10.34
157448650713	109120	203318	966	ENTERGY	3566 NAIL RD	\$10.55
225124530713	109120	203347	966	ENTERGY	6205 GETWELL RD	\$8.44
168511800713	109120	203332	966	ENTERGY	7696 AIRWAYS BLVD	\$11.90
311096630713	109120	203305	966	ENTERGY	7735 TCHULAHOMA	\$10.55
181419370713	109120	203330	966	ENTERGY	8440 GREENBROOK PKWY	\$11.14
168395080713	109120	203378	966	ENTERGY	8989 STANTON RD	\$8.56
894099650713	109120	203398	966	ENTERGY	ESTATES OF NORTHCREEK LIGHTING	\$12.09
190458970713	109121	203363	966	ENTERGY	295 STATELINE RD E	\$17.76
176244950713	109121	203366	966	ENTERGY	3005 STANTON RD S	\$18.51
508814160713	109121	203399	966	ENTERGY	4005 STATELINE RD	\$24.25
168326360713	109121	203401	966	ENTERGY	4085 STATELINE RD	\$16.86
894172320713	109121	203354	966	ENTERGY	6006 GETWELL RD	\$22.92
602092690713	109121	203350	966	ENTERGY	7111 TCHULAHOMA RD CD SIREN	\$18.10
190474970713	109121	203362	966	ENTERGY	951 RASCO RD	\$18.66
798961140713	109121	203370	966	ENTERGY	984 STATELINE RD W	\$24.25
690860560713	109121	203336	966	ENTERGY	HAMILTON	\$21.69
168375280713	109121	203299	966	ENTERGY	STATE LINE & GETWELL	\$20.23
466875880713	109122	203346	966	ENTERGY	365 RASCO RD W SOCCER FD	\$35.75
563956350713	109122	203339	966	ENTERGY	7360 US HIGHWAY 51 N	\$26.29
168384190713	109122	203392	966	ENTERGY	7505 CHERRY VALLEY BLVD	\$26.49
397585030713	109122	203360	966	ENTERGY	8440 GREENBROOK PKWY	\$28.19

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902532950713	109122	203397	966	ENERGY	8507 INVERNESS DR	\$31.49
479040400713	109122	203388	966	ENERGY	8683 AIRWAYS BLVD	\$27.08
311664160713	109122	203387	966	ENERGY	8720 NORTHWEST DR	\$26.96
681345840713	109122	203337	966	ENERGY	HAMILTON & STATELINE RD	\$29.11
168390030713	109122	203393	966	ENERGY	HIGHWAY 51 & DORCHESTER	\$35.25
681346340713	109122	203334	966	ENERGY	NORTHWEST DR & STATELINE RD	\$27.29
190464080713	109123	203325	966	ENERGY	3025 CARNIVAL LN	\$42.57
168333290713	109123	203303	966	ENERGY	3278 MAY BLVD	\$40.82
168364540713	109123	203396	966	ENERGY	4700 STATELINE RD	\$38.31
397584380713	109123	203313	966	ENERGY	5240 GETWELL RD WATERTOWER	\$48.95
478052470713	109123	203314	966	ENERGY	6208 SNOWDEN LN	\$42.57
616457840713	109123	203338	966	ENERGY	7532 SOUTHCREST PKWY	\$41.68
616457190713	109123	203373	966	ENERGY	7655 AIRWAYS BLVD	\$48.06
649450740913	109123	203364	966	ENERGY	805 RASCO RD	\$41.34
155564180713	109123	203328	966	ENERGY	STATELINE & NORTHWEST	\$67.62
681353260713	109123	203335	966	ENERGY	STATELINE RD & I-55 INTERSECTION	\$50.30
168322300713	109124	203344	966	ENERGY	453 AIRPORT INDUSTRIAL DR	\$100.13
102092330713	109124	203293	966	ENERGY	8182 GETWELL RD NORTH LIFT STATION	\$90.25
159289890713	109124	203361	966	ENERGY	8400 GREENBROOK PKWY	\$74.42
159915730713	109124	203389	966	ENERGY	8710 NORTHWEST DR	\$73.88
805405860713	109124	203375	966	ENERGY	8889 NORTHWEST DR	\$85.53
168397060713	109124	203355	966	ENERGY	8900 GREENBROOK PKWY	\$74.33

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168342930713	109124	203391	966	ENTERGY	HIGHWAY 51 AND CUSTER	\$67.62
168357870713	109124	203343	966	ENTERGY	HUDGINS RD	\$83.37
173273540713	109124	203311	966	ENTERGY	SWINNEA RD & HWY 302	\$70.48
168352330713	109124	203341	966	ENTERGY	TOWN & COUNTRY DR	\$85.12
190469290713	109125	203367	966	ENTERGY	1978 STATELINE RD	\$116.73
525303590713	109125	203390	966	ENTERGY	2101 COLONIAL HILLS DR	\$134.35
168373040713	109125	203300	966	ENTERGY	6205 SNOWDEN LANE	\$230.86
660743110713	109125	203321	966	ENTERGY	6208A SNOWDEN LN	\$143.04
667628730713	109125	203320	966	ENTERGY	6275 SNOWDEN LN	\$180.26
748552550713	109125	203326	966	ENTERGY	6277B SNOWDEN LN	\$118.99
109098180713	109125	203324	966	ENTERGY	6674 GETWELL RD	\$130.92
757607850713	109125	203349	966	ENTERGY	8157A PARK PIKE	\$110.35
424939990713	109125	203384	966	ENTERGY	8191 TULANE RD	\$210.52
100968040713	109125	203376	966	ENTERGY	8770 NORTHWEST DR	\$137.19
168522120713	109126	203315	966	ENTERGY	3278 MAY BLVD	\$337.74
202914150713	109126	203312	966	ENTERGY	3480 SUNSET LOOP	\$247.81
168382290713	109126	203400	966	ENTERGY	4700 STATELINE RD	\$767.02
208927660713	109126	203298	966	ENTERGY	6070 SNOWDEN	\$665.84
168392500713	109126	203394	966	ENTERGY	7505 CHERRY VALLEY BLVD	\$338.82
794016670713	109126	203357	966	ENTERGY	7980 SWINNEA RD	\$1,016.91
388224410713	109126	203331	966	ENTERGY	8925 SWINNEA RD	\$307.12
552454840713	109126	203358	966	ENTERGY	8935 COMMERCE DR	\$317.22

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501346910713	109126	203379	966	ENTERGY	8945 TULANE RD	\$282.44
168340200713	109126	203302	966	ENTERGY	GETWELL & MAY RD	\$448.54
515895960713	109127	203369	966	ENTERGY	1940 STATELINE RD W	\$1,436.12
525302840713	109127	203395	966	ENTERGY	2101 COLONIAL HILLS DR	\$3,080.03
762590760713	109127	203348	966	ENTERGY	3088 NAIL RD	\$1,177.48
443685870713	109127	203316	966	ENTERGY	3335 PINE TAR ALLEY	\$3,954.30
168534590713	109127	203310	966	ENTERGY	5850 GETWELL RD	\$3,378.84
150210740713	109127	203351	966	ENTERGY	6450 GETWELL RD	\$1,039.13
374238370713	109127	203385	966	ENTERGY	8691 NORTHWEST DR	\$2,798.07
168319920713	109127	203383	966	ENTERGY	8700 NORTHWEST DR	\$4,341.62
160041110713	109127	203340	966	ENTERGY	8889 NORTHWEST DR	\$1,099.62
180540490713	109127	203317	966	ENTERGY	SNOWDEN BALLFIELD RD	\$3,394.21
157446420713	109128	203319	966	ENTERGY	3376 NAIL RD	\$5,076.56
170020070713	109128	203345	966	ENTERGY	385 STATELINE #41 0848 RD W	\$7,385.52
411115350713	109128	203342	966	ENTERGY	7360 US HIGHWAY 51 N	\$5,328.51
168505880713	109128	203365	966	ENTERGY	7525 GREENBROOK PKWY	\$6,353.07
681111780713	109128	203377	966	ENTERGY	8554 NORTHWEST DR	\$4,410.60
162931360713	109128	203371	966	ENTERGY	8779 WHITWORTH ST	\$7,730.81
168361990713	109128	203294	966	ENTERGY	STREET LIGHTS	\$63,598.46
2-294-60291	0	203972	1137	FEDEX	SHIPPING - SPD	\$337.26
062513	109142	203613	20344	FERGUSON SCOTT	MML NEWLY ELECTED OFFICIAL ORIENTATION	\$226.00
E0205	0	203729	4545	FIRST CHOICE CATERIN	JUNE 2013 LUNCHEON	\$3,515.00

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24290	42740	204008	2241	FIRST SECURITY BANK	G/O BONDS SERIES 2008 ISSUE #498	\$221,639.67
062513	109143	203610	20345	FLORES RAYMOND	MML NEWLY ELECTED OFFICIAL ORIENTATION	\$226.00
061313	0	203561	13768	FORD DUSTIN	REIMBURSE MEALS @ ACADEMY	\$123.18
NP38262499	0	203974	6919	FUELMAN	FUEL - SPD	\$7,212.04
NP38308067	0	203811	6919	FUELMAN	FUEL - SPD	\$8,881.68
NP38308090	0	203589	6919	FUELMAN	FUEL CARDS - SFD	\$162.56
107967	0	203628	650	G & W DIESEL SERVICE	HOSE TESTER	\$4,876.12
108040	0	203500	650	G & W DIESEL SERVICE	SCBA REPAIRS	\$225.13
062313	0	203846	4615	GABBERT JAMIE	UMPIRE	\$181.00
062313	0	203847	6904	GABBERT SCOTT	UMPIRE	\$207.00
BC0015830	0	203990	177	GALL'S INC	CUNNINGHAM/HODGES K9 BOOTS	\$479.00
062313	0	203848	14003	GAMMELL GARY D	UMPIRE	\$282.00
1101913828	0	203572	494	GATEWAY TIRE & SERVI	BRAKE PADS & O/C	\$288.61
1101917466	0	203545	494	GATEWAY TIRE & SERVI	O/C	\$42.85
1101924641	0	203727	494	GATEWAY TIRE & SERVI	O/C (G31927)	\$42.85
1101930895	0	203726	494	GATEWAY TIRE & SERVI	O/C (G51013)	\$42.85
1101919447	0	203445	494	GATEWAY TIRE & SERVI	O/C, AC SERVICE	\$632.40
1101923216	0	203415	494	GATEWAY TIRE & SERVI	TIRE	\$63.01
1101923219	0	203414	494	GATEWAY TIRE & SERVI	TIRE	\$102.45
34	0	204027	13996	GBS PROPERTY MAINT	HAILEY RD R.O.W.	\$520.00
35	0	204026	13996	GBS PROPERTY MAINT	WE ROSS PARKWAY	\$672.00
062313	0	203849	19961	GEESLIN DALE	UMPIRE	\$326.00

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062313	0	203907	10612	GILBERT CALEB	SCOREKEEPER	\$170.00
061413	0	203424	20352	GODWIN CHRISTOPHER	TOURNAMENT REFUND	\$400.00
901382333	0	203801	19912	GOODYEAR TIRE	P235/55R17 - SHOP INVENTORY	\$906.08
182-042013	0	203553	5839	GOV DEALS	SURPLUS VEHICLES SOLD	\$2,122.71
117397564	0	203447	216	GRASSLAND IRRIGATION	SNOWDEN COMPLEX A	\$135.00
56	0	203677	10622	GREEN KING SPRAY SER	LAWN MAINT. SERVICES	\$24,500.00
062313	0	203850	3031	HABERSTROH CHASE	UMPIRE	\$460.00
062313	0	203851	17552	HALE DONNIE	UMPIRE	\$161.00
062313	0	203943	13307	HAMILTON, MARTIN	UMPIRE	\$325.00
06-23-13	0	203944	6776	HAMM SAMUEL	UMPIRE	\$227.50
062313	0	203852	6776	HAMM SAMUEL	UMPIRE	\$256.00
24291	42741	204009	13790	HANCOCK BANK	G/O BONDS SERIES 2007 SOUTHCTGO07	\$356,021.88
062313	0	203908	18619	HANNAH DENNIS JR	SCOREKEEPER	\$60.00
062313	0	203909	19806	HANNAH DYLAN	SCOREKEEPER	\$78.00
306130999	0	203625	3538	HARDIN'S SYSCO	FOOD FOR RESELL AT CONCESSIONS	\$5,712.31
062313	0	203945	10199	HARMON KEITH	UMPIRE	\$357.50
062313	0	203853	20068	HARRIS CANDLER	UMPIRE	\$258.00
06-23-13	0	203910	16036	HATCH DONALD	SCOREKEEPER	\$20.00
062313	0	203854	16036	HATCH DONALD	UMPIRE	\$109.00
062313	0	203855	16579	HAYES ROBERT	UMPIRE	\$38.00
B067797	0	203487	11578	HD SUPPLY WATERWORK	ELECTRODE FOR PH METER	\$296.00
38156	0	203976	14494	HELMETS R US INC	HELMETS - SAFETY CITY	\$139.00

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8675547-01	0	203748	16050	HENRY SCHEIN INC	ATRIPINE	\$410.00
2565697-03	0	203616	16050	HENRY SCHEIN INC	MEDICAL SUPPLIES	\$55.00
5883047-01	0	203986	16050	HENRY SCHEIN INC	MEDICAL SUPPLIES	\$99.60
2794967-02	0	203751	16050	HENRY SCHEIN INC	MEDICAL SUPPLIES	\$580.00
767810-237	0	203577	210	HILL MANUFACTURING CO	CLEANING SUPPLIES	\$110.57
062313	0	203856	9479	HILL ROBERT	UMPIRE	\$230.00
220353088	0	203583	12713	HILL'S PET NUTRITION	FEED	\$194.65
061713	0	203425	20353	HOLLINGSWORTH JOEY	BLDG REFUND	\$700.00
061413	0	203794	13607	HOLLOWAY DONNA	PER DIEM, BILOXI MS (MASRO)	\$205.00
306162	0	203807	189	HOMER SKELTON FORD	3030 BLOWER MOTOR / WHEEL	\$229.04
062313	0	203857	6671	HONORABLE ROZELLE	UMPIRE	\$460.00
062313	0	203911	17408	HOOPER ELIZABETH	SCOREKEEPER	\$108.00
062013A	0	203403	2848	HORN LAKE CREEK BASI	EXT OF SEWER LINE	\$12,345.04
062013B	0	203402	2848	HORN LAKE CREEK BASI	SEWER SERVICES	\$118,055.33
061713	0	203423	20351	HOWARD VICKIE	BUILDING PERMIT REFUND	\$20.00
062313	0	203912	19821	HYDE JOSHUA	SCOREKEEPER	\$96.00
062613	0	204012	1077	IAAI INTERNATIONAL O	T ROWLAND CFI APP FEE	\$150.00
062513	0	203621	1077	IAAI INTERNATIONAL O	T ROWLAND ECT CERTIFICATION APP	\$125.00
062413	0	204017	20363	IAPE	G PRUETT REGISTRATION - PROPERTY/EVIDENCE TRAINING	\$350.00
JULY2013	0	203595	12462	IMPACT MISSIONS	MONTHLY CONTRIBUTION	\$4,090.91
1319	0	203970	949	INTEGRATED COMMUNICA	SPEAKER MIC, EARPIECE, TUBE & TIPS	\$545.00
062513	0	203997	20367	JACKSON DERRICK L	TOURNAMENT REFUND	\$400.00

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062313	0	203858	13175	JAKE JACOBSON	UMPIRE	\$70.00
062313	0	203913	16922	JAMES ASHLEY	SCOREKEEPER	\$150.00
062313	0	203914	6656	JAMES LORRE L	SCOREKEEPER	\$160.00
062313	0	203915	11757	JAMES MICHELLE	SCOREKEEPER	\$145.00
140	0	203419	7622	JB J SPORTS PRODUCTIO	JUNE 2013 CONTRACT LABOR	\$8,881.25
062313	0	203859	2742	JEFFERSON WILLIE	UMPIRE	\$230.00
11658058	0	203444	826	JERRY PATE TURF & IR	CLAMP 4 TINEHOLDER	\$130.20
14030452	0	203754	826	JERRY PATE TURF & IR	EQUIPMENT TO REPAIR MACHINERY	\$1,657.47
11657480	0	203443	826	JERRY PATE TURF & IR	TINE HOLDER	\$504.87
062313	0	203862	13176	JOHN KATROSH	UMPIRE	\$276.00
062313	0	203860	20244	JOHNSON ANTHONY	UMPIRE	\$225.00
060613	0	203427	4489	JOHNSON CINDY	AEROBICS INSTRUCTOR	\$315.00
061713	0	203420	4489	JOHNSON CINDY	AEROBICS INSTRUCTOR	\$450.00
061913	109112	203274	10869	JONES JORDAN	CLAIM FOR MEDICAL BILLS	\$969.41
062313	0	203946	1008	KAISER JOHN	UMPIRE	\$292.50
062313	0	203861	13551	KANT, THOMAS C	UMPIRE	\$233.00
44030	0	203810	5841	KAR-GUARD MUFFLER &	3068- FLEX PIPE	\$104.99
S2457572.001	0	203532	2768	KEELING IRRIGATION	4" POPUP ADJ I20 ULTRA	\$944.94
4853784-2013	0	203490	17796	KEITH S. COLLINS	ASSOCIATION DUES LOT 4	\$231.53
4853770-2013	0	203491	17796	KEITH S. COLLINS	ASSOCIATION DUES LOT 4	\$231.53
062513	109145	203612	20341	KELLY KRISTIAN	MML NEWLY ELECTED OFFICIALS ORIENTATION	\$226.00
062513	109147	203675	20365	KENNETH AND CYNTHIA	FOX V. COS \$20,500 FROM FISHER & ARNOLD	\$40,000.00

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000008874	0	203618	11221	KIDDIE FIRE TRAINERS	WIRELESS PENDANTS	\$1,296.00
062313	0	203863	20214	KNIGHT CALVIN	UMPIRE	\$230.00
146914	0	203818	2725	LANDERS DODGE	VEHICLES FOR PUBLIC WORKS	\$24,139.00
19974	0	203587	759	LEHMAN ROBERTS CO	PATCHING	\$162.96
19920	0	203519	759	LEHMAN ROBERTS CO	PATCHING	\$215.60
19884	0	203520	759	LEHMAN ROBERTS CO	PATCHING	\$215.60
20056	0	203614	759	LEHMAN ROBERTS CO	PATCHING	\$594.72
20011	0	203513	759	LEHMAN ROBERTS CO	PATCHING	\$814.80
062513	0	204007	20372	LENORD PAUL	EVALUATIONS	\$3,000.00
14858184	0	203521	20206	LEWIS BROTHERS BAKER	BUNS	\$378.08
062313	0	203916	17645	LITTLE JOSEPH	SCOREKEEPER	\$40.00
062313	0	203917	16895	LUNAMAND SAMANTHA	SCOREKEEPER	\$108.00
062313	0	203918	19824	LUSBY SAM	SCOREKEEPER	\$72.00
72580	0	203623	3011	M & M PROMOTIONS	GIFT SHOP T SHIRTS	\$1,018.50
72518	0	203630	3011	M & M PROMOTIONS	JUNE JAM SHIRTS FOR RESELL	\$1,214.00
72604	0	203540	3011	M & M PROMOTIONS	POLO SHIRTS - H MEARS (CODE ENF)	\$95.00
72520	0	203629	3011	M & M PROMOTIONS	SHORTS FOR RESELL @ CONCESSION	\$1,272.00
72521	0	203546	3011	M & M PROMOTIONS	T-SHIRTS	\$567.00
72519	0	203631	3011	M & M PROMOTIONS	YOUTH SHIRTS FOR RESELL SCHOOL	\$1,112.00
72177	0	203777	15888	MAC'S A/C & REFRIGER	HVAC SERVICES	\$138.00
72179	0	203778	15888	MAC'S A/C & REFRIGER	HVAC SERVICES	\$549.50
72178	0	203779	15888	MAC'S A/C & REFRIGER	HVAC SERVICES	\$960.95

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062313	0	203919	10773	MADDUX DIANE F	SCOREKEEPER	\$125.00
10639	0	203590	14117	MADISON SIGNS	ENVELOPES - SFD	\$169.00
0171604-IN	0	203717	734	MAGNOLIA ELECTRIC	MINI-CAN	\$28.46
185091	0	203529	308	MAINTENANCE SUPPLY	GATORADE MIX, BLACK TY-WRAP	\$794.28
JULY2013	0	203600	14279	MAKE A WISH	MONTHLY CONTRIBUTION	\$833.34
062313	0	203864	1051	MALONE TERRY	UMPIRE	\$1,461.00
634	0	203742	1320	MARTIN MACHINE WORKS	REPLACE HOSE REEL/FABRICATE NEW MOUNT	\$978.00
702	0	203681	1320	MARTIN MACHINE WORKS	VEHICLE MAINT	\$285.00
062313	0	203866	13665	MARTINEZ STEVEN JR	UMPIRE	\$364.00
0007	0	203721	19384	MARTINEZ WANDA BARTO	DJ FOR LUNCHEON 6/19/13	\$100.00
062313	0	203865	13456	MARTINEZ, STEVEN	UMPIRE	\$230.00
061313	0	203523	13370	MARY J. CAIN	LINE DANCE INSTRUCTOR	\$120.00
9028548	0	203965	882	MATHIS TIRE & AUTO	3036 TIRE REPAIR	\$14.00
9028459	0	203987	882	MATHIS TIRE & AUTO	3047 O/C	\$18.20
9028532	0	203802	882	MATHIS TIRE & AUTO	3068 TIRES	\$609.32
9027608	0	203803	882	MATHIS TIRE & AUTO	CREDIT #9026058	\$-231.70
9026494	0	203804	882	MATHIS TIRE & AUTO	CREDIT #9026061	\$-358.92
061913	0	203433	16884	MCARTHUR MARGARET	ART INSTRUCTOR	\$105.00
061213	0	203551	16884	MCARTHUR MARGARET	ART INSTRUCTOR	\$105.00
061413	0	203796	11976	MCCORMICK GASTON	PER DIEM BILOXI, MS (MASRO)	\$205.00
062313	0	203920	18597	MCCULLAR MADISON	SCOREKEEPER	\$170.00
061313	0	203524	18140	MCLENNAN KENNETH F	CLEANING SNOWDEN / TENNIS CTR	\$350.00

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061413	0	203797	2942	MCPHERSON JOSEPH W	PER DIEM BILOXI, MS (MASRO)	\$205.00
0056678-IN	0	204011	18772	MEDICAL ACCOUNTS REC	MAY 2013 EMS BILLING	\$4,091.52
0445143-IN	0	203573	1193	MEMPHIS BEARING AND	BALL BEARING	\$59.70
0445572-IN	0	203441	1193	MEMPHIS BEARING AND	ROLLER BEARING, OIL SEAL, EXT SPRING	\$128.08
32573	0	203531	305	MEMPHIS ICE MACHINE	REPAIR ICE MACHINE @ SNOWDEN	\$273.70
57647	0	203518	325	MEMPHIS RESTAURANT S	POTS & PANS FOR STATIONS	\$911.75
192902	0	203708	354	METER SERVICE AND SU	FIRE HYDRANT PARTS	\$390.54
193427	0	203740	354	METER SERVICE AND SU	METER COUPLINGS	\$815.00
192903	0	203709	354	METER SERVICE AND SU	REPAIR CLAMPS FOR MAIN REPAIR	\$390.00
499120	0	203739	584	MID SOUTH UNIFORM &	VESTS PURCHASED STATE CONTRACT	\$9,044.00
21288	0	203669	19694	MID-SOUTH TELECOM	PHONE SERVICES	\$956.75
062313	0	203867	12494	MILTON QUINTIN	UMPIRE	\$254.00
332	0	203635	10178	MISSISSIPPI USSSA	SANCTIONING FEE	\$2,385.00
333	0	203622	10178	MISSISSIPPI USSSA	SNOWDEN GROVE CLASSIC	\$2,075.00
061913	0	203509	20355	MOORE DUSTIN	EMS BILLING REFUND	\$50.00
97771870I	0	203620	335	MOORE MEDICAL CORP	BACKBOARDS	\$2,875.00
97771937I	0	203617	335	MOORE MEDICAL CORP	MEDICAL SUPPLIES	\$70.00
69051403	0	203815	20366	MS DEPT OF EMPLOYMEN	ALARM SERVICES	\$606.50
061413	109129	203277	848	MS DEVELOPMENT AUTHO	GMS: 50618	\$6,598.70
061413B	109129	203278	848	MS DEVELOPMENT AUTHO	GMS: 50632	\$4,892.84
11368405-13	0	203478	2585	MS ECONOMIC COUNCIL	ANNUAL MEMBERSHIP DUES	\$332.75
2013MAYOR	0	203482	2087	MS MUNICIPAL LEAGUE	REGISTRATION D MUSSELWHITE (+ GUEST)	\$285.00

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2013FAULKNER	0	203481	2087	MS MUNICIPAL LEAGUE	REGISTRATION K FAULKNER	\$235.00
2013KELLY	0	203480	2087	MS MUNICIPAL LEAGUE	REGISTRATION K KELLY	\$235.00
2013FLORES	0	203479	2087	MS MUNICIPAL LEAGUE	REGISTRATION R FLORES (+ GUEST)	\$285.00
2013RSMITH	0	203483	2087	MS MUNICIPAL LEAGUE	REGISTRATION R SMITH	\$235.00
381	0	203492	6674	MsRWA	ANNUAL DUES	\$425.00
00230373	0	203535	1381	MUNICIPAL CODE CORPO	COS CODE OF ORDINANCES	\$1,629.28
062313	0	203868	6697	MURCHISON MIKE	UMPIRE	\$139.00
062513	109146	203608	7545	MUSSELWHITE DARREN L	MML NEWLY ELECTED OFFICIALS ORIENTATION	\$226.00
061813	0	204000	20373	MYERS LAW GROUP PLLC	FOX CASE	\$1,150.00
036086	0	203440	1150	NAPA GENUINE PARTS C	BATTERY	\$87.30
036087	0	203439	1150	NAPA GENUINE PARTS C	BATTERY CABLES	\$13.78
036282	0	203411	1150	NAPA GENUINE PARTS C	CHAIN WRENCH	\$100.80
035621	0	203437	1150	NAPA GENUINE PARTS C	HYD FILTER	\$59.43
036341	0	203412	1150	NAPA GENUINE PARTS C	IND BELT	\$6.06
035625	0	203538	1150	NAPA GENUINE PARTS C	MEASURING CONTAINER	\$29.92
035356	0	203536	1150	NAPA GENUINE PARTS C	OIL FILTERS	\$78.48
035669	0	203537	1150	NAPA GENUINE PARTS C	SPARK PLUGS	\$28.98
CV794706-TDQ	0	203638	343	NATIONAL BUSINESS FU	PLANNING DIRECTOR FURNITURE	\$358.00
1300601CB	0	203626	14194	NAVEX_WEB	ANNUAL MAINTENANCE FEE -17% OF	\$1,785.00
0040923-IN	0	203641	19580	NAVIGATION ELECTRONI	TRIMBLE GPS ANNUAL SOFTWARE MA	\$131.00
717602	0	203637	12171	NEBCO ART & FRAME	SHS STATE CHAMPIONS FRAMING	\$117.14
1011356.2	0	203606	1160	NEEL-SCHAFFER INC	STORMWATER IMPLEMENTATION	\$191.40

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1011408	0	203512	1160	NEEL-SCHAFFER INC	STORMWATER INSPECTIONS	\$4,305.77
1011407	0	203496	1160	NEEL-SCHAFFER INC	UTILITY RPR SERVICES - MAY 2013	\$2,970.96
062113	0	203436	10365	NESBIT WATER	COLLECTED FEES - MAY 2013	\$2,889.00
062313	0	203869	20070	NEWSOM TIMOTHY	UMPIRE	\$228.00
89247	0	203745	1121	NEWTON TROPHY	FIRE ACADEMY FOR KIDS TROPHIES	\$240.00
89239	0	203712	1121	NEWTON TROPHY	LAST CHANCE TROPHIES	\$1,456.90
87927	0	203634	1121	NEWTON TROPHY	SNOWDEN GROVE TROPHIES	\$2,996.60
25550	0	204014	9243	NORTH MISSISSIPPI DR	PATCH AND OVERLAY ON HORN LAKE	\$11,554.00
062113	0	203406	10758	NORTH MISSISSIPPI UT	REFUND	\$306.80
072013	0	203405	10758	NORTH MISSISSIPPI UT	YEARLY INVOICE FOR LEASE PURCHASE AGREEMENT	\$72,000.00
569416	0	203730	1099	NORTH MS PEST CONTRO	PAC SPRAYING	\$108.00
39359	0	203676	5407	NORTH MS. TWO-WAY CO	VEHICLE MAINT.	\$710.00
062313	0	203870	8250	NYE ERIC	UMPIRE	\$321.00
1257-112564	0	203792	7304	O'REILLYS AUTO PARTS	2708 BATTERY	\$103.76
1257-112662	0	203793	7304	O'REILLYS AUTO PARTS	3085 ROTOR	\$20.00
1257-111621	0	203791	7304	O'REILLYS AUTO PARTS	3090 BATTERY	\$99.27
1257-112271	0	203790	7304	O'REILLYS AUTO PARTS	3098 BRAKE ROTOR	\$85.92
1257-112383	0	203514	7304	O'REILLYS AUTO PARTS	ANTIFREEZE TRUCK 1	\$53.97
1257-113365	0	203996	7304	O'REILLYS AUTO PARTS	COOLANT T1	\$58.55
1257-112391	0	203515	7304	O'REILLYS AUTO PARTS	CREDIT #1257-112383	-\$35.98
1257-111952	0	203652	7304	O'REILLYS AUTO PARTS	MATERIALS FOR SHOP	\$9.09
1257-111678	0	203650	7304	O'REILLYS AUTO PARTS	MATERIALS FOR SHOP	\$18.99

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1257-112500	0	203653	7304	O'REILLYS AUTO PARTS	MATERIALS FOR SHOP	\$30.45
1257-112497	0	203651	7304	O'REILLYS AUTO PARTS	MATERIALS FOR SHOP	\$32.28
1257-111896	0	203648	7304	O'REILLYS AUTO PARTS	MATERIALS FOR SHOP	\$35.74
1257-111897	0	203649	7304	O'REILLYS AUTO PARTS	MATERIALS FOR SHOP	\$63.48
1257-112438	0	203655	7304	O'REILLYS AUTO PARTS	MATERIALS FOR SHOP	\$107.91
662470022001	0	204022	7600	OFFICE DEPOT	CALENDAR REFILL	\$14.98
661795463001	0	203703	7600	OFFICE DEPOT	CARTRIDGE FOR PRINTER JUDGE CARTER'S	\$35.17
659885767001	0	203989	7600	OFFICE DEPOT	CREDIT 657725615001	-\$79.65
1583124431	0	203586	7600	OFFICE DEPOT	FLASH DRIVE	\$49.99
662944342001	0	203988	7600	OFFICE DEPOT	INK & TONER	\$432.90
662014807001	0	204021	7600	OFFICE DEPOT	INVENTORY 4TH FL OFFICE SUPPLIES	\$50.75
662470124001	0	204023	7600	OFFICE DEPOT	INVENTORY ROOM OFFICE SUPPLIES	\$55.31
662838001001	0	203688	7600	OFFICE DEPOT	KEYBOARD FOR CANDICE DUNCAN	\$71.99
1585192052	0	203994	7600	OFFICE DEPOT	LYSOL WIPES	\$11.37
662838134001	0	203689	7600	OFFICE DEPOT	NEW RISER MONITOR FOR COMPUTER	\$14.18
661889790001	0	203687	7600	OFFICE DEPOT	OFFICE SUPPLIES FOR WATER DEPT.	\$69.76
1585454308	0	203993	7600	OFFICE DEPOT	PRINTER CABLE	\$13.74
661795379001	0	203704	7600	OFFICE DEPOT	PRINTER CARTRIDGE FOR JUDGE CARTER	\$31.56
2260628	0	203731	705	OLDHAM CHEMICALS CO	REPAIR KIT / VALVE SPRING	\$197.22
062613	0	203962	7820	OLIVER ANDREA	SALES & MARKETING JUNE 15-30	\$1,110.00
061913	0	203593	19454	OLSON TAMMIE	EMS BILLING REFUND	\$79.70
54760217	0	203690	7504	PAETEC	PHONE SERVICES - POLICE	\$521.62

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54762264	0	203645	7504	PAETEC	PHONE SERVICES - COURT	\$123.36
54750813	109130	203292	7504	PAETEC	PHONE SERVICES - CITY HALL	\$668.55
0167484	0	203578	983	PARAMOUNT UNIFORMS R	MATS	\$5.00
0166197	0	203579	983	PARAMOUNT UNIFORMS R	MATS	\$5.00
0166860	0	203416	983	PARAMOUNT UNIFORMS R	MATS	\$38.00
0166848	0	203417	983	PARAMOUNT UNIFORMS R	MATS	\$45.00
0167868	0	203707	983	PARAMOUNT UNIFORMS R	UNIFORMS	\$6.53
0167486	0	203679	983	PARAMOUNT UNIFORMS R	UNIFORMS	\$27.78
0166199	0	203699	983	PARAMOUNT UNIFORMS R	UNIFORMS	\$27.78
0164251	0	203571	983	PARAMOUNT UNIFORMS R	UNIFORMS	\$37.36
166200	0	203698	983	PARAMOUNT UNIFORMS R	UNIFORMS	\$100.15
0166198	0	203489	983	PARAMOUNT UNIFORMS R	UNIFORMS	\$115.98
0167485	0	203741	983	PARAMOUNT UNIFORMS R	UNIFORMS	\$115.98
0167487	0	203678	983	PARAMOUNT UNIFORMS R	UNIFORMS	\$122.15
0165553	0	203539	983	PARAMOUNT UNIFORMS R	UNIFORMS	\$403.87
0166847	0	203410	983	PARAMOUNT UNIFORMS R	UNIFORMS	\$421.68
0166583	0	203576	983	PARAMOUNT UNIFORMS R	UNIFORMS - BLDG DEPT	\$6.53
0165535	0	203547	983	PARAMOUNT UNIFORMS R	UNIFORMS - GOLF	\$37.36
0166830	0	203725	983	PARAMOUNT UNIFORMS R	UNIFORMS - GOLF	\$37.36
1067	0	203605	18943	PATSY CLEEN COMMERCIAL	CLEANING @ CITY HALL & COURT	\$2,399.00
062313	0	203871	2746	PAYLOR GREGORY C	UMPIRE	\$431.00
07379	0	203680	615	PAYNES LOCKSMITH SER	MATERIALS FOR SHOP	\$300.00

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07382	0	203785	615	PAYNES LOCKSMITH SER	NEW NARCOTICS OFFICE	\$306.00
07377	0	203409	615	PAYNES LOCKSMITH SER	REPAIRS @ ARENA	\$680.00
07380	0	203408	615	PAYNES LOCKSMITH SER	REPAIRS @ TENNIS CENTER	\$75.00
062313	0	203872	1055	PICKENS ABRAHAM	UMPIRE	\$388.00
6972855-JN13	0	203980	971	PITNEY BOWES	POSTAGE MACHINE LEASE	\$150.00
061813	0	203799	19099	POOLE JOYCE	PER DIEM OXFORD, MS (RECERT TRAINING)	\$82.00
062313	0	203878	20368	POUSCHECK BRETT	UMPIRE	\$189.00
062313	0	203921	17504	POWELL MATTHEW	SCOREKEEPER	\$50.00
81910	0	204002	544	PRECISION DELTA CORP	AMMO	\$6,420.00
81909	0	204003	544	PRECISION DELTA CORP	AMMO	\$9,450.00
80972	0	203763	544	PRECISION DELTA CORP	AMMO SC #680-21-21356-0	\$6,420.00
061113	0	203666	13691	PROCRAFT	CONTRACT WORK AT F.S. #4	\$1,240.00
0617-0618	0	203969	5730	PROFESSIONAL DISPATC	J POOLE / S TIPPITT RECERT CLASS	\$400.00
73960	0	204006	20374	PTS OF AMERICA LLC	MICHAEL LEE BRADY	\$978.50
061213	0	204018	768	PUBLIC AGENCY TRAINI	S PIRTLE REGISTRATION - "INTERNAL AFFAIRS"	\$295.00
062313	0	203947	14589	PUGH KENNETH	UMPIRE	\$162.50
061813	0	203413	11125	PULEO VICKI GREENE	YOGA INSTRUCTOR	\$28.00
061113	0	203574	11125	PULEO VICKI GREENE	YOGA INSTRUCTOR	\$28.00
062313	0	203922	18651	PULLIAM MATTHEW	SCOREKEEPER	\$84.00
13078	0	203633	6525	PUMP DOCTORS	REPAIR PUMP STATION AT SNOWDEN	\$1,959.43
800090000713	0	203477	1338	PURCHASE POWER	POSTAGE	\$1,249.37
MT00150989	0	203701	17204	PYRAMID INTERIORS DI	MATERIALS FOR CITY HALL	\$92.20

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0035591-IN	0	203484	20361	RAINMAN IRRIGATION	IRRIGATION REPAIR (SUMMERWOOD/WHITTEN PL)	\$425.00
18211	0	203700	5714	REEL NEET EROSION CO	R.O.W. SERVICES	\$18,500.00
652121	0	203511	19150	REGIONS EQUIPMENT FI	CONTRACT 0008037001 (JULY 2013)	\$7,120.91
116362	0	203715	10865	RELIABLE EQUIPMENT	AIR FILTER	\$183.08
116223	0	203550	10865	RELIABLE EQUIPMENT	BLADE	\$510.00
116331	0	203428	10865	RELIABLE EQUIPMENT	BRIGGS ELECTRIC STARTER	\$189.68
116273	0	203544	10865	RELIABLE EQUIPMENT	EXMARK HYDRAULIC OIL	\$540.00
116246	0	203548	10865	RELIABLE EQUIPMENT	HYD FILTER, SPRING	\$884.97
111262	0	203557	6819	RIVERSIDE TRAFFIC SY	STRIPPING OF MOORE DRIVE	\$4,950.00
062313	0	203873	8915	RUCKER JOSEPH M	UMPIRE	\$230.00
06-23-13	0	203948	8915	RUCKER JOSEPH M	UMPIRE	\$390.00
061313	0	203421	19425	RUSSELL REBECCA	CASH BOND REFUND	\$500.00
0063589	0	203995	8561	S & H SMALL ENGINES	T1 K-12 SAW	\$18.53
60942476	0	203438	1135	SAFETY-KLEEN SYSTEMS	SOLVENT	\$120.56
062313	0	203949	14518	SAMUELS JR OTHA	UMPIRE	\$422.50
062313	0	203950	14519	SCHUESSLER BRUCE M	UMPIRE	\$97.50
062313	0	203952	20369	SCOGGINS MICHAEL	UMPIRE	\$487.50
062313	0	203951	16242	SHAFFER RICHARD NEAL	UMPIRE	\$357.50
461215	0	203814	387	SHAPIRO UNIFORMS	C RAINBOLT 2013 ALLOT	\$527.30
461216	0	203812	387	SHAPIRO UNIFORMS	J BOND 2013 ALLOT	\$543.30
461214	0	203813	387	SHAPIRO UNIFORMS	J PARDUE 2013 ALLOT	\$566.30
461269	0	203502	387	SHAPIRO UNIFORMS	PATCHES	\$147.50

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061913	0	203591	18035	SHELTON RICHARD	EMS BILLING REFUND	\$163.74
8246-2	0	203809	1104	SHERWIN WILLIAMS SOU	PAINT FOR WATER PLANT	\$41.39
062313	0	203874	8585	SHIREY MIKE	UMPIRE	\$175.00
4377957	109150	204024	19345	SIEMENS PUBLIC, INC	SBT ENERGY SAVINGS EQUIPMENT RENTAL	\$23,916.80
88262	0	203541	611	SIGNS & STUFF	"VOTE HERE" SIGNS	\$1,350.00
88581	0	203761	611	SIGNS & STUFF	DECALS NEW CHARGERS (3104-3111	\$2,790.00
062313	0	203875	16899	SIMS DALTON	UMPIRE	\$393.00
062313	0	203876	9136	SINQUEFIELD MURRAY	UMPIRE	\$284.00
062313	0	203923	18963	SKILLERN KERRY	SCOREKEEPER	\$30.00
062313	0	203877	975	SMITH BILLY K	UMPIRE	\$1,115.00
061913	0	203434	17200	SMITH JOYCE W	YOGA INSTRUCTOR	\$25.00
061213	0	203534	17200	SMITH JOYCE W	YOGA INSTRUCTOR	\$25.00
052113	0	203522	10208	SMITH KIM	TUITION REIMBURSEMENT	\$1,125.00
062313	0	203879	19964	SMITH ROBERT	UMPIRE	\$140.00
F111	0	203603	1940	SORRELL, MARK	CIVIL FORFEITURE CASES	\$500.00
14593	0	203718	979	SOUTHAVEN CAR CARE	ELECTRICAL DIAGNOSTICS	\$88.09
JULY2013	0	203597	1161	SOUTHAVEN CHAMBER OF	MONTHLY CONTRIBUTION	\$11,708.34
68152	0	203639	396	SOUTHAVEN RV CENTER	SCISSOR JACK - TRAILER	\$80.85
67713	0	203559	396	SOUTHAVEN RV CENTER	STEP	\$81.61
68203	0	203806	1102	SOUTHAVEN SUPPLY	ANT SPRAY/SPRAYER	\$21.98
67135	0	203560	1102	SOUTHAVEN SUPPLY	KEYS & SUPPLIES FOR TRAINING CTR	\$28.46
61066	0	203967	1102	SOUTHAVEN SUPPLY	MATERIALS FOR INVESTIGATIONS	\$1.01

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60417	0	203966	1102	SOUTHAVEN SUPPLY	MATERIALS FOR INVESTIGATIONS	\$12.57
5570	0	203737	1102	SOUTHAVEN SUPPLY	PAINT SUPPLIES	\$126.34
60587	0	203627	1102	SOUTHAVEN SUPPLY	RAINSUIT	\$30.74
67650	0	203581	1102	SOUTHAVEN SUPPLY	SUPPLIES	\$13.85
68214	0	203580	1102	SOUTHAVEN SUPPLY	SUPPLIES	\$22.97
235261	0	203674	461	SOUTHERN CO INC THE	FUEL PUMP REPAIR	\$597.13
061313	0	203642	348	SOUTHERN GUARD RAIL	REPLACING GUARD RAIL	\$2,293.00
062313	0	203953	19950	SPRAYBERRY ROBERT A	UMPIRE	\$130.00
131686741012	0	203728	10700	STANDARD COFFEE SERV	COFFEE SERVICE	\$238.67
3200986377	0	203564	19739	STAPLES ADVANTAGE	BINDER CLIPS	\$4.29
3200986374	0	203565	19739	STAPLES ADVANTAGE	COMMAND CENTER SUPPLIES	\$54.99
3200986380	0	203563	19739	STAPLES ADVANTAGE	FILE FOLDERS	\$12.09
3200986379	0	203570	19739	STAPLES ADVANTAGE	FOLDERS	\$51.98
3200986378	0	203446	19739	STAPLES ADVANTAGE	INK	\$179.67
3200986364	0	203566	19739	STAPLES ADVANTAGE	OFFICE SUPPLIES	\$98.67
3200986363	0	203568	19739	STAPLES ADVANTAGE	OFFICE SUPPLIES	\$108.47
3200986369	0	203442	19739	STAPLES ADVANTAGE	PAPER, SUPPLIES	\$296.08
3200986376	0	203562	19739	STAPLES ADVANTAGE	PEN REFILLS	\$53.91
3200986358	0	203567	19739	STAPLES ADVANTAGE	STAPLER FOR STATION 4	\$16.09
3200986375	0	203569	19739	STAPLES ADVANTAGE	SURGE PROTECTOR - COMMAND CTR	\$44.97
3200986368	0	203968	19739	STAPLES ADVANTAGE	VISITOR LOG FOR LOBBY	\$97.79
062313	0	203924	19797	STARKEY BETHANY	SCOREKEEPER	\$96.00

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062313	0	203925	13059	STARKEY DALTON	SCOREKEEPER	\$96.00
8076PW	0	203961	2352	STATE TAX COMMISSION	GOV'T TAG VIN #8076	\$12.00
72975	0	203713	2951	STATELINE TURF & TRA	EDGER BLADE	\$48.00
4004203371	0	203517	801	STERICYCLE INC	EMS WASTE BIN REMOVAL	\$380.24
4004142684	0	203584	801	STERICYCLE INC	PROF SERVICES	\$350.40
062313	0	203880	8272	STOCKTON RANDY	UMPIRE	\$374.00
T001267-IN	0	203822	577	STOP TECH LTD	3111 - STOP STICK KIT	\$455.00
T001266-IN	0	203823	577	STOP TECH LTD	3113 STOP STICK KIT	\$454.00
168798	0	203488	20348	STRANGE ROBERT G	TOOLS	\$141.05
1497712	0	204013	16514	SUN TRUST BANK	CONTRACT 4434007676-002 (JULY 2013)	\$7,098.01
1497713	0	204001	16514	SUN TRUST BANK	CONTRACT 4434007676-003 (JULY 2013)	\$18,216.08
062313	0	203954	17542	SWARTZ CHARLES DAVID	UMPIRE	\$422.50
0111075-IN	0	203696	7500	SWEEPING CORPORATION	SWEEPING SERVICES	\$1,157.78
0111118-IN	0	203668	7500	SWEEPING CORPORATION	SWEEPING SERVICES	\$2,061.32
062313	0	203881	3025	SWINDLE JAMES T	UMPIRE	\$562.50
062313	0	203882	1039	SWORDS NEAL	UMPIRE	\$254.00
55305	0	204005	19904	TACTICAL GEAR SUPPLY	TASER HOLSTERS	\$747.00
54650	0	204004	19904	TACTICAL GEAR SUPPLY	TASER HOLSTERS	\$2,592.00
062313	0	203883	19956	TANNER JUSTIN	UMPIRE	\$256.00
062313	0	203926	19367	TAYLOR MICHEAL	SCOREKEEPER	\$106.00
061913	0	203592	19843	TEAGARDEN OPAL	EMS BILLING REFUND	\$68.08
062313	0	203955	17626	TERRY JULIE	UMPIRE	\$97.50

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1878	0	203449	6917	THE SHOP	DECALS FOR NEW CODE ENF TRUCK	\$75.00
1880	0	203991	6917	THE SHOP	LETTERING FOR TRAILER & BOBCAT	\$122.50
1871	0	203977	6917	THE SHOP	SAFETY CITY	\$50.00
1879	0	203808	6917	THE SHOP	SAFTEY CITY	\$50.00
PC600570061	0	203781	715	THOMPSON MACHINERY	MATERIALS FOR SHOP	\$96.88
WO600113723	0	203486	715	THOMPSON MACHINERY	SERVICE CALL FOR BACK HOE (#821)	\$440.00
24168	0	203783	313	TIM MOTE PLUMBING	PLUMBING SERVICES	\$750.00
24162	0	203753	313	TIM MOTE PLUMBING	REPAIR CEILNG IN FOREVER YOUNG	\$1,200.00
062313	0	203884	16706	TIPPITT JORDAN	UMPIRE	\$258.00
061813	0	203800	17567	TIPPITT SARA	PER DIEM OXFORD, MS (RECERT TRAINING)	\$82.00
17334	0	203983	17315	TMDE CALIBRATION	GHD03360 PLUG SERVICED IN RADAR	\$86.58
17335	0	203982	17315	TMDE CALIBRATION	GHD03367 REPLACED CAPACITOR	\$89.08
17336	0	203981	17315	TMDE CALIBRATION	GHS-3623 TRIGGER SWITCH	\$109.08
17333	0	203984	17315	TMDE CALIBRATION	GVPD 06657 - LCD REPLACED	\$114.24
17332	0	203985	17315	TMDE CALIBRATION	GVPD 06677 - LCD SCREEN	\$149.24
062313	0	203885	16306	TOUNGETT THOMAS II	UMPIRE	\$365.00
11572371	0	203510	5832	TOWER VENTURES III L	TOWER RENTAL	\$500.00
061313	0	204019	19611	TRAINING FORCE USA	S PIRTLE REGISTRATION "INTERNAL AFFAIRS"	\$195.00
453801	0	203646	541	TRI COUNTY FARM SERV	MATERIALS	\$920.00
3247QB	0	203528	9591	TRI FIRMA	REPAIR GUARD RAIL @ CENTRAL PARK	\$327.45
3253QB	0	203558	9591	TRI FIRMA	TAKE DOWN FENCE AND FIX WASHOU	\$3,581.71
57933	0	203632	1213	TRI-STATE TROPHY	PLAQUES FOR LEAGUE PLAY	\$1,875.00

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58022	0	203533	1213	TRI-STATE TROPHY	PLAQUES FOR OUTGOING OFFICIALS	\$480.00
061413	0	203485	2242	TRUSTMARK NATIONAL B	S/O BONDS SERIES 2003	\$2,500.00
24292	42742	204010	2242	TRUSTMARK NATIONAL B	BONDS 2003 RECREATION FACILITIES (5994)	\$238,678.74
062313	0	203956	2857	TURNER DALE	UMPIRE	\$150.00
062313	0	203927	19807	TURNER HAYDEN	SCOREKEEPER	\$54.00
062313	0	203928	18123	TWEEDY PEYTON	SCOREKEEPER	\$80.00
045-200052	0	203752	952	TYLER TECHNOLOGIES	BLUE PRESSURE SEAL CHECKS	\$83.52
045-89635	0	203619	952	TYLER TECHNOLOGIES	QUARTERLY CONTRACT	\$17,146.25
062313	0	203957	14677	UNDERWOOD CHARLES	UMPIRE	\$130.00
7549351	0	203772	1114	UNION AUTO PARTS	3079 - PUMP ASSY/THERMOSTAT	\$87.88
7547808	0	203782	1114	UNION AUTO PARTS	3098 PADS	\$58.93
7553451	0	203768	1114	UNION AUTO PARTS	BRAKE PADS, BRAKE FLUID, WINDOW WASH	\$79.35
7539565	0	203767	1114	UNION AUTO PARTS	FREON (INVENTORY)	\$108.00
7545696	0	203685	1114	UNION AUTO PARTS	MATERIALS FOR SHOP	\$25.98
7543867	0	203684	1114	UNION AUTO PARTS	MATERIALS FOR SHOP	\$59.95
7543159	0	203683	1114	UNION AUTO PARTS	MATERIALS FOR SHOP	\$125.72
7545283	0	203686	1114	UNION AUTO PARTS	MATERIALS FOR SHOP	\$151.94
7543163	0	203784	1114	UNION AUTO PARTS	OIL (INVENTORY)	\$130.50
7551500	0	203770	1114	UNION AUTO PARTS	OIL FILTERS	\$39.24
7551496	0	203771	1114	UNION AUTO PARTS	OIL FILTERS	\$65.88
7555336	0	203769	1114	UNION AUTO PARTS	SIDE CAN TAP (SHOP)	\$13.95
64827	0	203697	16517	UPCHURCH SERVICES, L	HVAC SERVICES	\$70.00

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5431150	0	203450	13422	VENTURE TECH	IPADS FOR COMMAND TRAILER	\$800.00
9706344236	109131	203275	1095	VERIZON WIRELESS	SPD - AIRCARDS	\$2,614.15
9705965342	109151	203759	1095	VERIZON WIRELESS	WIRELESS PHONES	\$2,628.46
30288274	0	203705	2869	VULCAN CONSTRUCTION	MATERIALS FOR STREETS	\$369.36
30288273	0	203594	784	VULCAN INC	RIP RAP FOR HORN LAKE RD EMERG	\$4,103.43
062313	0	203886	4620	WALKER LARRY	UMPIRE	\$172.00
06-23-13	0	203958	4620	WALKER LARRY	UMPIRE	\$455.00
062313	0	203887	18940	WARREN JASON	UMPIRE	\$283.00
062313	0	203888	18966	WARREN RONNIE	UMPIRE	\$110.00
062313	0	203929	16123	WATTERSON KORY	SCOREKEEPER	\$96.00
062313	0	203889	8692	WELCH HENRY	UMPIRE	\$212.00
01489824	0	203588	17215	WELSCO, INC	OXYGEN	\$491.50
062313	0	203930	17669	WESTBROOK ALLISON	SCOREKEEPER	\$142.00
061413	0	203795	3164	WHEELER JERALD	PER DIEM BILOXI, MS (MASRO)	\$205.00
062313	0	203931	16704	WHITE ASHLEY	SCOREKEEPER	\$130.00
062313	0	203932	16126	WHITE JONAS	SCOREKEEPER	\$36.00
061913	0	203508	20356	WHITE JOSEPH	EMS BILLING REFUND	\$78.42
31740	0	203682	11134	WHITFIELD	ELECTRIC SERVICES	\$222.77
061913	0	203504	20358	WILKINSON DONALD	EMS BILLING REFUND	\$64.39
062313	0	203959	11978	WILLIAMS, KELLY	UMPIRE	\$292.50
062313	0	203933	20370	WILLIAMSON SARAH D	SCOREKEEPER	\$20.00
062313	0	203960	973	WINDSOR JEFF	UMPIRE	\$1,189.50

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062113	0	203716	15915	WISEMAN CYNTHIA	AEROBICS INSTRUCTOR	\$270.00
062313	0	203890	11652	WRENN DALE	UMPIRE	\$278.00
062313	0	203891	2743	WRICE WILLIE	UMPIRE	\$230.00
061413	0	203422	20350	YARBROUGH RODNEY	CASH BOND REFUND	\$307.00

**Total Invoices Paid on this Docket: \$2,033,436.29**