



MEETING OF THE MAYOR AND BOARD OF ALDERMEN
SOUTHAVEN, MISSISSIPPI
CITY HALL

November 5, 2013

6:00 p.m.

AGENDA

1. Call To Order
2. Invocation
3. Pledge Of Allegiance
4. Approval Of Minutes: October 15, 2013
5. Patterson Warehouse, Inc. Free Port Warehouse Tax Exemption
6. Southaven, General Obligation Bonds 2013, No Protest Resolution
7. Southaven, General Obligation Bonds 2013, Bond Resolution
8. Handbook Amendment
9. DeSoto County I-69 Contribution
10. Jail Agreement with the County
11. Contract Change Order # 5--SBEC Sewer Project--Phase IV
12. Sole Source - Zoll Medical Service Agreement
13. Surplus Property – SPD, Public Works, Mayor’s Office
14. Forever Young Program Contract
15. Planning Agenda: Tabled Item #1 Request for a variance to the building ordinances to allow a replacement mobile home approximately 20 years old at 1404 Willard Drive in the Desoto Woods Subdivision
Item #2 Application by Southaven Marketplace LLC for site plan and design review approval for a retail building to be located in the Bob White Farms Subdivision on the east side of Getwell Road, south of Goodman Road
Item #3 Quantity change for materials for the Stateline/Tchulahoma Road intersection project
16. Mayor’s Report
17. Citizen’s Agenda
18. Personnel Docket
19. Committee Reports: Tent Ordinance
20. City Attorney’s Legal Update
21. Claims Docket
22. Executive Session

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

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MINUTES OF THE REGULAR MEETING OF OCTOBER 15, 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 15th day of October, 2013 at six o'clock (6:00) p.m. at City Hall.

Present were:

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

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

Mayor Musselwhite called the meeting to order. Alderman Gallagher led in prayer, followed by the Pledge of Allegiance led by Alderman Ferguson. Next, a motion was made by Alderman Payne to approve the minutes of the regular meeting of October 1, 2013 with any corrections, deletions, or additions necessary. There being none the motion was seconded by Alderman Brooks. Motion was put to a vote and passed unanimously.

CONSENT AND LICENSE AGREEMENT WITH ENTERGY

Alderman Flores made the motion to approve the contract with Entergy and authorize Mayor Musselwhite to sign agreement. Motion was seconded by Alderman Gallagher. Motion was put to vote and passed unanimously.

CONSENT AND LICENSE AGREEMENT

THIS AGREEMENT is made this day by and between Entergy Mississippi, Inc., a Mississippi corporation ("Entergy"), and City of Southaven, ("Licensee").

WHEREAS, Entergy is the owner of certain real property known as Nesbit Substation located at 2445 Highway 51 South, Hernando, MS., situated in the SE ¼ Section 13, Township 2, south, Range 8 west, Desoto County, Hernando, Mississippi ("Subject Property");

WHEREAS, Entergy owns and maintains on the Subject Property overhead and/or underground electrical facilities energized at high voltages, and Licensee recognizes that contact with or close proximity to said electrical facilities is dangerous to persons and

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property and could cause severe injury or death; and

WHEREAS, Licensee desires to install and maintain on, along, across, and/or under the Subject Property the following described facilities ("Licensee's Facilities"):

A forced main sewer line to be located on that portion of the Subject Property strictly as described and depicted on Exhibit "A" which is attached hereto and incorporated herein by reference.

NOW THEREFORE, for and in consideration of the mutual agreements and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the parties hereby agree as follows:

1. Entergy hereby gives its consent to the installation of Licensee's Facilities on the Subject Property strictly as shown on Exhibit "A," annexed hereto, and grants to Licensee a license of ingress and egress at any time and to keep and maintain Licensee's Facilities on the Subject Property, subject to the terms and conditions set forth below.
2. Licensee's Project Engineer shall provide the proper supervision and inspection to assure that Licensee's Facilities are constructed in accordance with Exhibit "A," annexed hereto, and all the requirements of this agreement.
3. No major adjustments of Entergy's electrical facilities are anticipated due to Licensee's commitment to use sheeting and shoring, boring and jacking, tunneling or alignment changes to eliminate the need for adjustments. However, if it is determined that adjustments are necessary, Licensee will give Entergy at least 30 days notice, prior to work in the area of said electrical facilities, and Entergy will cooperate toward the performance of such adjustments as may be mutually agreed upon, provided that Licensee agrees to reimburse to Entergy the cost of making such adjustments, including Entergy's standard overheads.
4. Licensee agrees it will not make or cause to be made any changes in the location of Licensee's Facilities in close proximity to Entergy's electrical facilities without first notifying Entergy and giving Entergy an opportunity to review any such changes.
5. Licensee agrees to provide and maintain in effect for the duration of this agreement insurance coverages in forms and amounts as follows:
 - (a) Workers' Compensation Insurance in accordance with all applicable state and federal laws (regardless of the number of employees employed by Licensee or the type of work being performed).
 - (b) Commercial General Liability Insurance including Contractual Liability Coverage covering liability assumed

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(including, but not limited to, liability of Entergy and its affiliated and associated companies), in the minimum amount of \$1,000,000 per occurrence for Bodily Injury and Property Damage.

- (c) Comprehensive Automobile Liability Insurance including all owned, hired, leased, assigned, and non-owned vehicles used in the performance of the work, with a minimum combined single limit of \$1,000,000 per accident.
 - (d) The insurance policies required by paragraphs (b), (c), and (d) above shall include Entergy and its affiliated and associated companies as Additional Insureds with respect to Licensee's exercise of rights under and liability related to or arising from this agreement.
 - (e) Any contractor or subcontractor providing services on Licensee's behalf on the Subject Property shall be required to carry insurance coverages in forms and amounts consistent with these requirements and naming Entergy and its affiliated and associated companies as Additional Insureds. Prior to the start of the work by any contractor, the contractor shall obtain and deliver to Entergy Certificates of Insurance evidencing the contractor's compliance with said insurance requirements. *Mail Certificates of Insurance to Entergy Mississippi, Inc., Attention: Jeff Flowers, THQ 2-D P.O. Box 1640., Jackson, Mississippi 39215.*
6. To the extent allowed by law, Licensee further agrees to defend, indemnify, and hold harmless Entergy, its parent, associated, and affiliated companies, and their agents, employees, servants, representatives, contractors, officers, directors, shareholders, insurers, attorneys, successors, and assigns from and against any and all claims, actions, and lawsuits, and all costs and expenses incidental to the defense of any such claims, actions, and lawsuits, including, but not limited to, court costs, attorney fees, settlements, damages, etc., arising out of, related to, or resulting from Licensee's negligent operations or activities or those of any of its contractors or subcontractors on or near the Subject Property and/or electrical facilities, or otherwise arising out of, related to, or resulting from Licensee's exercise of its rights under this agreement.
7. Licensee agrees that it will not do anything to reduce the ground clearance under any of Entergy's elevated electrical facilities or the ground cover over any of Entergy's underground electrical facilities, whether now existing or to be constructed in the future, except as specifically indicated on the exhibits to this agreement and agrees that all clearances shown on the exhibits to this agreement are adequate for Licensee's operation, both now and in the future.
8. Licensee agrees not to conduct or cause to be conducted on the Subject Property any activities that would bring any persons, objects,

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or equipment within 15 feet of Entergy's electric power lines and to keep all vehicles, equipment, digging, excavation, and any and all other activities at least 15 from Entergy's poles or other structures.

9. Licensee agrees to notify Entergy at least 10 days prior to commencement and on completion of work in an area of any and all of Entergy's electrical facilities by contacting Jeff Flowers at 601-985-2894. Licensee further agrees to immediately report any damage to Entergy's electrical facilities. Licensee further agrees to arrange a meeting so that the terms of this agreement can be discussed with its personnel and any contractor personnel prior to any work being performed.
10. Licensee agrees that it will not permit placement of any materials under Entergy's overhead electrical facilities.
11. Licensee agrees to remove all materials, equipment, and machinery from the Subject Property and to restore the Subject Property to substantially original condition following completion of construction of Licensee's Facilities, including the establishment of vegetation for erosion control purposes. Licensee shall repair any surface damage and return the ground surface as near as practicable to its original state.
12. Licensee shall not treat, store, or dispose of hazardous or toxic waste or substances on the Subject Property. Licensee shall be responsible for any hazardous or toxic waste or substance spills caused by Licensee or its contractors on the Subject Property.
13. Licensee shall control all emissions of pollutants that might be discharged directly into the atmosphere, into any stream, lake, reservoir, or other surface or subterranean waters, or into the ground from any part of the Subject Property, and Licensee shall fully comply with all applicable standards and requirements relating to pollution control of any kind now in effect or that may hereafter be established pursuant to federal, state, or local law, statutes, ordinances, or regulations.
14. Licensee shall back fill all open trenches before leaving the job site.
15. It shall be the duty of the Licensee to ensure that there is no interference with Entergy's access to the Subject Property thereon. Licensee takes this Consent and License with the express understanding that access to said electrical substation and related facilities is critical, and that Entergy must have constant and unfettered access to the Subject Property at all times without exception. If at any time Entergy's access to said electrical facilities is obstructed or otherwise hindered or restricted in any way, including during the construction or installation of Licensee's Facilities, then Entergy may revoke any and all rights granted herein.
16. Licensee shall not remove sod, dirt, or timber trees from any portion of the Subject Property except as approved for purposes of Licensee's Facilities.

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17. Licensee shall not conduct any operations or activities on the Subject Property that increase the risk of fire, land erosion, or other effects that are detrimental to the land surface.
18. Licensee shall not make, permit, or suffer any of its contractors, subcontractors, employees, agents, representatives, or invitees to make any offensive use of the Subject Property and shall not permit or suffer the commission of waste upon the Subject Property by said parties.
19. Licensee shall use the utmost care to avoid damage to Entergy's electrical facilities on the Subject Property, shall regularly inspect and maintain Licensee's Facilities, and shall reimburse Entergy for any damage, including erosion or otherwise endangering Entergy's electrical facilities, caused by Licensee's exercise of rights hereunder, both during construction and in the future. Licensee shall immediately report any damage to Entergy's facilities.
20. Licensee agrees to warn all persons on the Subject Property performing work for Licensee that contact with or close proximity to said electrical facilities is dangerous to persons and property and could cause severe injury or death.
21. Licensee recognizes that, except upon compliance with the provisions of Mississippi Code Annotated, Section 45-15-1, *et seq.*, it is a violation of state law for persons or equipment to be brought within 10 feet of energized high voltage power lines.
22. The rights granted hereunder are not greater than the rights possessed by Entergy in the Subject Property. Licensee understands it is responsible for obtaining any other or further consent from applicable landowners and other occupants as necessary.
23. The obligations of Licensee in this agreement shall be binding on Licensee and all successors and assigns for so long as Licensee's Facilities or any part(s) thereof remain on the Subject Property.
24. Licensee understands and acknowledges that the Subject Property is subject to heavy truck and equipment traffic. Therefore, Licensee shall install Licensee's Facilities at a sufficient depth and take any other precautions that may be necessary to prevent damage to Licensee's Facilities from any equipment used by Entergy or its contractors in the operation, construction, or maintenance of any of Entergy's facilities or other activities on the Subject Property. Licensee shall further mark Licensee's Facilities with durable markers indicating the location across the Subject Property.
25. Entergy shall not be liable for any damage to Licensee or Licensee's

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Facilities caused by Entergy's non-negligent and reasonable operations or activities on the Subject Property.

26. Entergy shall not be liable for any damage to Licensee's or its contractor's owned or leased equipment or any other damages caused by Entergy's operations or activities.
27. Entergy makes no warranties or representations as to the quality, suitability, or fitness of the Subject Property for Licensee's purposes and use.
28. Entergy reserves the unrestricted right for itself and persons authorized by it to enter upon the Subject Property at any time for any lawful purpose without liability to Licensee as it relates to Entergy's presence on the property.
29. Entergy maintains the right to locate, relocate, place, and replace its electrical facilities as needed on the Subject Property.
30. This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, agreements, or understandings, written or oral, with respect to the subject matter hereof.

AGREED to and effective this the 15th day of October 2013.

AUTUMN WOODS DRAINAGE PROJECT – ISSUANCE OF CONTRACT CHANGE ORDER

Ron Smith, City Engineer, presented this to the Board.

Mr. Smith reported that the change order is to adjust pay items with final quantities of materials. Alderman Payne made the motion to accept change orders as presented to this Board. Motion was seconded by Alderman Brooks. Motion was put to vote and passed unanimously.

HURRICANE CREEK SRF LOAN APPLICATION RESOLUTIONS

Nick Manley, City Attorney presented this to the Board.

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI NAMING AUTHORIZED REPRESENTATIVE AND AUTHORIZING APPLICATION FOR WATER POLLUTION CONTROL REVOLVING LOAN FUND (WPCRLF) FOR WASTEWATER TREATMENT UPGRADE PROJECT

RESOLUTION AUTHORIZING THE "OFFICE OF THE CITY ENGINEER" TO EXECUTE THOSE DOCUMENTS AND

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**AGREEMENTS REQUIRED IN CONNECTION WITH THE
APPLICATION FOR THE WATER POLLUTION CONTROL
REVOLVING LOAN FUND PROGRAM THROUGH THE MISSISSIPPI
DEPARTMENT OF ENVIRONMENTAL QUALITY, OFFICE OF
POLLUTION CONTROL AND NAMING THE "OFFICE OF THE CITY
ENGINEER" AS THE AUTHORIZED REPRESENTATIVE OF THE CITY
OF SOUTHAVEN, MISSISSIPPI**

WHEREAS, the City of Southaven, Mississippi, makes application for a Water Pollution Control Revolving Loan Fund (WPCRLF) loan in the amount of \$1,376,200.00 from the Mississippi Department of Environmental Quality (MDEQ) for installation of the Hurricane Creek Sewer Project which includes the offsite-clean closures of three municipal wastewater lagoons in Pinehurst, Woodland Estates and Legends Subdivisions. Also included in this work is a force main that will be installed between the existing Lakes of Nicholas Subdivision Pump Station and the Hurricane Creek Gravity Interceptor near Cherry Tree South subdivision in order to remove the sewer from the Horn Lake Creek Basin Interceptor and re-direct it to Hurricane Creek Sewer System. Lastly, emergency backup pump systems will be installed at four municipal pump stations with the following locations: Getwell Road North, Woodland Estates Subdivision, Old Airways Road/Star Landing Road, and Trinity Lakes Subdivision Pump Stations.

WHEREAS, in order to apply for such a loan the City of Southaven must submit a WPCRLF Loan Application package in compliance with WPCRLF Program Regulations;

WHEREAS, such regulations required that the City of Southaven, Mississippi provide as part of the package a certified copy of a Resolution which authorizes submission of the application and which designates an authorized representative to execute the application and to be the authorized representative for the project; and

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WHEREAS, Section 21-17-5 of the Mississippi Code Annotated (1972), empowers the governing authorities of a municipality to adopt resolutions with respect to such municipal affairs.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Mayor and Board of Aldermen of the City of Southaven, Mississippi, and the submission of a WPCRLF Loan application is hereby authorized, with the proceeds from such loan to be used to finance and implement WPCRLF Loan Program project SRF-C280910-03.

IT IS FURTHER RESOLVED that the Office of the City Engineer is authorized to execute and file an application for a WPCRLF loan on behalf of the City of Southaven, Mississippi with full authority to execute all documents pertaining to the project.

IT IS FURTHER RESOLVED that the "Office of the City Engineer" is hereby authorized to be the authorized representative of the project.

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

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

RESOLVED AND DONE, this 15th day of October, 2013.

**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI NAMING AUTHORIZED REPRESENTATIVE AND AUTHORIZING APPLICATION FOR WATER POLLUTION CONTROL REVOLVING LOAN FUND (WPCRLF) FOR WASTEWATER TREATMENT UPGRADE PROJECT
RESOLUTION AUTHORIZING THE "OFFICE OF THE CITY ENGINEER" TO EXECUTE THOSE DOCUMENTS AND AGREEMENTS REQUIRED IN**

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CONNECTION WITH THE APPLICATION FOR THE WATER POLLUTION CONTROL REVOLVING LOAN FUND PROGRAM THROUGH THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY, OFFICE OF POLLUTION CONTROL AND NAMING THE "OFFICE OF THE CITY ENGINEER" AS THE AUTHORIZED REPRESENTATIVE OF THE CITY OF SOUTHAVEN, MISSISSIPPI

WHEREAS, the City of Southaven, Mississippi, makes application for a Water Pollution Control Revolving Loan Fund (WPCRLF) loan in the amount of \$7,098,700.00 from the Mississippi Department of Environmental Quality (MDEQ) for installation of the Hurricane Creek Sewer Project which includes a gravity sewer main that conveys sewer from Pleasant Hill Road South to a proposed pump station located at Hurricane Creek and McIngvale Road. The pump station then pumps sewer through a force main to the Short Fork Interceptor and WWTF operated by DCRUA. Also included are a series of pump stations and force mains along Hwy 51 and Starlanding Road to convey to Hurricane Creek;

WHEREAS, in order to apply for such a loan the City of Southaven must submit a WPCRLF Loan Application package in compliance with WPCRLF Program Regulations;

WHEREAS, such regulations required that the City of Southaven, Mississippi provide as part of the package a certified copy of a Resolution which authorizes submission of the application and which designates an authorized representative to execute the application and to be the authorized representative for the project; and

WHEREAS, Section 21-17-5 of the Mississippi Code Annotated (1972), empowers the governing authorities of a municipality to adopt resolutions with respect to such municipal affairs.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Mayor and Board of Aldermen of the City of Southaven, Mississippi, and the submission of a WPCRLF Loan application is hereby authorized, with the proceeds from such loan to be used to finance and implement WPCRLF Loan Program project SRF-C280910-01.

IT IS FURTHER RESOLVED that the Office of the City Engineer is authorized to execute and file an application for a WPCRLF loan on behalf of the City of Southaven, Mississippi with full authority to execute all documents pertaining to the project.

IT IS FURTHER RESOLVED that the "Office of the City Engineer" is hereby authorized to be the authorized representative of the project.

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

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

RESOLVED AND DONE, this 15th day of October, 2013.

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RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI NAMING AUTHORIZED REPRESENTATIVE AND AUTHORIZING APPLICATION FOR WATER POLLUTION CONTROL REVOLVING LOAN FUND (WPCRLF) FOR WASTEWATER TREATMENT UPGRADE PROJECT

RESOLUTION AUTHORIZING THE "OFFICE OF THE CITY ENGINEER" TO EXECUTE THOSE DOCUMENTS AND AGREEMENTS REQUIRED IN CONNECTION WITH THE APPLICATION FOR THE WATER POLLUTION CONTROL REVOLVING LOAN FUND PROGRAM THROUGH THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY, OFFICE OF POLLUTION CONTROL AND NAMING THE "OFFICE OF THE CITY ENGINEER" AS THE AUTHORIZED REPRESENTATIVE OF THE CITY OF SOUTHAVEN, MISSISSIPPI

WHEREAS, the City of Southaven, Mississippi, makes application for a Water Pollution Control Revolving Loan Fund (WPCRLF) loan in the amount of \$5,151,410.00 from the Mississippi Department of Environmental Quality (MDEQ) for installation of the Summerwood/Whitten Place Subdivisions Sanitary Sewer Project which includes a Low Pressure Sewer System for approximately 435 homes, improvements to an existing pump station adjacent Getwell Road and extension of the Gravity Sewer System to along Nolehoe Creek and Getwell Road;

WHEREAS, in order to apply for such a loan the City of Southaven must submit a WPCRLF Loan Application package in compliance with WPCRLF Program Regulations;

WHEREAS, such regulations required that the City of Southaven, Mississippi provide as part of the package a certified copy of a Resolution which authorizes submission of the application and which designates an authorized representative to execute the application and to be the authorized representative for the project; and

WHEREAS, Section 21-17-5 of the Mississippi Code Annotated (1972), empowers the governing authorities of a municipality to adopt resolutions with respect to such municipal affairs.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Mayor and Board of Aldermen of the City of Southaven, Mississippi, and the submission of a WPCRLF Loan application is hereby authorized, with the proceeds from such loan to be used to finance and implement WPCRLF Loan Program project SRF-C280910-02.

IT IS FURTHER RESOLVED that the Office of the City Engineer is authorized to execute and file an application for a WPCRLF loan on behalf of the City of Southaven, Mississippi with full authority to execute all documents pertaining to the project.

IT IS FURTHER RESOLVED that the "Office of the City Engineer" is hereby authorized to be the authorized representative of the project.

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

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

RESOLVED AND DONE, this 15th day of October, 2013.

SOLE SOURCE – SPD

Deputy Police Chief, Steve Pirtle, requested that the Board approve a sole source provider to purchase bolts for M4 Rifles. AMTEC LESS-LETHAL SYSTEMS is the sole source provider of these bolts. Alderman Payne made the motion to accept the sole source letter as presented to this Board. Motion was seconded by Alderman Ferguson. Motion was put to vote and passed unanimously. A copy of the sole source letter will be attached to these minutes.

MUNICIPAL COMPLIANCE QUESTIONNAIRE

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

Annual compliance questionnaire that is used for our annual audit for FY2013. Alderman Brooks made the motion to accept the Municipal Compliance Questionnaire as presented to this Board. Motion was seconded by Alderman Flores. Motion was put to vote and passed unanimously. A copy of the compliance questionnaire will be attached to these minutes.

PARK FACILITY RENTAL APPLICATION

Southaven RV Center is requesting permission to rent the Snowden House for their Christmas party and request permission to serve alcohol. Alderman Payne made the motion to approve Southaven RV Center to rent the Snowden House and serve alcohol. Motion was seconded by Alderman Ferguson. Motion was put to vote and passed unanimously.

PLANNING COMMISSION NOMINATION – RYAN ENGLAND

Whitney Choat-Cook, Planning Director, asked to appoint Mr. Ryan England to the Southaven Planning Commission. Alderman Brooks made the motion to appoint Mr. Ryan England to the Planning Commission. (Mayor Musselwhite's recommendation) Motion was seconded by Alderman Flores. Motion was put to vote and passed unanimously.

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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: **7594 Cherry Valley Boulevard**, to the effect that the said parcel of land has been neglected whereby **the grass height is in violation and there exist other unsafe conditions** and that the parcel of land in the present condition is deemed to be a menace to the public health and safety of the community.

WHEREAS, pursuant to Section 21-19-11 of the Mississippi Code Annotated (1972), the governing authorities of the City of Southaven, Mississippi, provided the owners of the above described parcel of land with notice of the condition of their respective parcel of land and further provided them with notice of a hearing before the Mayor and Board of Aldermen on **Tuesday, October 15, 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, October 15, 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: **7594 Cherry Valley Boulevard** is deemed in the

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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 Payne and seconded by Alderman Beshears. The Resolution was then put to a roll call vote and the results were as follows, to-wit:

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

The Resolution, having received a majority vote of all Aldermen present, was declared adopted on this, the **15th day of October, 2013**.

PLANNING AGENDA

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

ITEM #1 Request for a variance to the building ordinances to allow a replacement mobile home that is approximately 20 years old at 1404 Williard Drive in the Desoto Woods Subdivision. The ordinance requires that any replacements cannot be older than 10 (ten) years old. Alderman Gallagher made the motion to take the recommendation of Whitney Choat-Cook, Planning Director, and deny the variance. Motion was seconded by Alderman Brooks. After a lengthy discussion, Alderman Gallagher made the motion to table this item. Motion was seconded by Alderman Brooks. Motion was put to a roll call vote:

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

This item has been tabled, therefore, no discussion will be allowed.

MAYOR'S REPORT

Mayor Musselwhite reported that when the City is able to get better clarification, the application to MDA for the Tourism Rebate Program, that will finance the outlet shops project, will need a resolution passed along with the application. Mayor Musselwhite stated that the City would prefer to have a copy of the application before passing a resolution. He said that there are several phases to the project, the mall only being Phase I, with several other phases that can be tied into the agreement that the City could be committed to for many years. Mayor Musselwhite stated that 100% of the sales tax is committed to the project, but the City will need to clarify if the sales tax commitment is in fact for Phase I or all Phases. He stated that the application is in the works, but the resolution will be put on hold until further clarification is made.

CITIZEN'S AGENDA

Diana O'Toole with the Mississippi Development Authority / Tourism Development, Hometown Mississippi Retirement Program presented this item to the Board. Ms. O'Toole made presentation to the Board explaining the importance of having a Retirement Community. Ginger Adams with the Southaven Chamber of Commerce also spoke to the Board regarding this.

Mr. Lance Thomas, Store Manager of Harbor Freight, requested from the Board to consider changing the Tent Ordinance to allow more than two permits a year. His company currently has on an average of 6 (six) per year. After a lengthy discussion, the Board stated that they would take this to the Ordinance Committee for consideration.

Don Schenzel, with Don's Speed Shop, located at Hwy. 51 and Stateline Road came before the Board in regards to a registered letter that he received from Code Enforcement. He stated that he does not do car repairs, but restoration only. He expressed concerns about the City making him relocate his vehicles and stated he would put some of them in the back behind the building and put up a fence.

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PERSONNEL DOCKET

Personnel Docket
October 15, 2013

<u>Payroll Additions</u>	<u>Position</u>	<u>Department</u>	<u>Start Date</u>	<u>Rate of Pay</u>
Lance Stribling	Gates	Park Tournaments - 412	September 29, 2013	\$7.50
Jeremy D. Johnson	Firefighter II	Fire - 290	October 31, 2013	\$14.39
John Kyle	Firefighter II	Fire - 290	November 7, 2013	\$14.39

<u>Payroll Adjustments</u>	<u>Previous Classification</u>	<u>New Classification</u>	<u>Effective Date</u>	<u>Rate of Pay</u>
Abby Mueller	Dispatcher II	Dispatcher III	October 7, 2013	\$19.56
Terry Armstead	Seasonal Laborer	Parks Laborer	October 21, 2013	\$10.25
Larry Belton	Seasonal Laborer	Parks Laborer	October 21, 2013	\$10.25
Gregory Cryer	Seasonal Laborer	Parks Laborer	October 21, 2013	\$10.25
Gregory Johnson	Seasonal Laborer	Parks Laborer	October 21, 2013	\$10.25
Willie Johnson	Seasonal Laborer	Parks Laborer	October 21, 2013	\$11.00
Ethan Thompson	Seasonal Laborer	Parks Laborer	October 21, 2013	\$10.25

<u>Employee Name</u>	<u>Department</u>	<u>Action Taken</u>	<u>Effective Date</u>	<u>With/Without Pay</u>
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<u>Payroll Deletions</u>	<u>Position</u>	<u>Department</u>	<u>Termination Date</u>	<u>Rate of Pay</u>
Anne Marie Youngblood	P/T Parks Office	Parks and Recreation - 411	September 30, 2013	\$7.25
Eric Belton	Seasonal Laborer	Parks and Recreation - 411	October 4, 2013	\$7.50
Reginald Patterson	Seasonal Laborer	Parks and Recreation - 411	October 4, 2013	\$7.50
Robert Waddell	Driver	Fire - 290	October 22, 2013	\$15.88

Alderman Brooks made the motion to approve the Personnel Docket of October 15, 2013 as presented to this Board. Motion was seconded by Alderman Kelly. 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.

Nick Manley presented to the Board Dr. Holley's contract with the City for use by the paramedics. Dr. Holley will be paid \$1,500 per month and the contract will be valid until September 30, 2017. Motion was made by Alderman Flores to approve contract and authorize the Mayor to sign. The motion was seconded by Alderman Gallagher. Motion was put to vote and passed unanimously. (a copy of the contract is attached to these minutes)

Nick Manley presented to the Board the amended Butler Snow contract which was approved upon the appointing the firm to City Attorney at the first meeting in July. Motion was made by Alderman Flores to approve contract and authorize the Mayor to sign. The motion was seconded by Alderman Ferguson. Motion was put to vote and passed unanimously. (a copy of the contract is attached to these minutes)

Minutes, City of Southaven, Southaven, Mississippi

Nick Manley asked for permission to request an Attorney General Opinion for the Greenbrook Water Tower Park as it relates to ownership from the County. Motion was made by Alderman Brooks to approve the request for the Opinion. The motion was seconded by Alderman Gallagher. Motion was put to vote and passed unanimously.

OLD BUSINESS

No Old Business

PROGRESS REPORTS

No Progress Report

CLAIMS DOCKET

A motion was made by Alderman Payne to approve the Claims Docket of October 15, 2013, for FY 2013 including demand checks and payroll in the amount of \$524,289.69. Motion was seconded by Alderman Flores.

Excluding voucher numbers:

208911, 208912, 208926, 208979, 208991, 209064, 209085, 209086, 209087, 209088, 209198, 209234.

Roll call was as follows:

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

Having received a majority of affirmative votes, the Mayor Musselwhite declared that the motion was carried and approved for payment on this the 15th day of October 2013.

A motion was made by Alderman Payne to approve the Claims Docket of October 15, 2013, for FY 2013 including demand checks and payroll in the amount of \$1,856,938.46. Motion was seconded by Alderman Flores.

Excluding voucher numbers:

209022, 209138, 209333, 209455, 209464, 209551, 209648.

Roll call was as follows:

Minutes, City of Southaven, Southaven, Mississippi

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

Having received a majority of affirmative votes, the Mayor Musselwhite declared that the motion was carried and approved for payment on this the 15th day of October 2013.

PERSONNEL AND LITIGATION

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

The Board considered the recommendation of Chief White as it relates to the suspension without pay of Tony McCollum for five days. A discussion was held regarding the recommendation and a motion was made by Payne to uphold the recommendation of Chief White. Motion was seconded by Alderman Brooks. Motion was put to a roll call vote:

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

Having received a majority of affirmative votes, the Mayor Musselwhite declared that the motion was carried on this the 15th day of October, 2013.

The Board considered the appeal from Angie Percy regarding her hitting a pot hole on Malco Drive. After considering the facts, a motion was made by

Minutes, City of Southaven, Southaven, Mississippi

Alderman Brooks made the motion to deny the appeal. Motion was seconded by Alderman Ferguson. Motion was put to vote and passed unanimously.

Nick Manley informed the Board regarding a potential lawsuit against the City for liens that were incorrectly filed against Kruneun Development. The liens were filed against the wrong entity and filed during bankruptcy. After reviewing the documents and the facts for the liens, a motion was made by Alderman Flores to authorize the release of the liens in order to avoid the expense of a lawsuit. Motion was seconded by Alderman Beshears. Motion was put to vote and passed unanimously.

The Board considered property acquisition on Elmore Road for Ray Garner. The City got an appraisal on the property but Mr. Garner's demand for compensation exceeded the amount of the appraisal. A motion was made by Alderman Flores to pay Mr. Garner in the amount of Twenty Thousand Dollars for his parcel which is above the appraisal value as the amount spent to fight the eminent domain trial would exceed the amount owed to Mr. Garner and the land is needed quickly for construction. Motion was seconded by Alderman Brooks. Motion was put to vote and passed unanimously.

Mayor Musselwhite called the meeting back to order.

There being no further business to come before the Board of Aldermen, a motion was made by Alderman Payne to adjourn. Motion was seconded by Alderman Flores. Motion was put to a vote and passed unanimously, October 15, 2013 at 8:30 p.m.

Darren Musselwhite,
Mayor

Sheila Heath, City Clerk

(Seal)

Minutes, City of Southaven, Southaven, Mississippi

CONSENT AND LICENSE AGREEMENT

THIS AGREEMENT is made this day by and between Entergy Mississippi, Inc., a Mississippi corporation ("Entergy"), and City of Southaven, ("Licensee").

WHEREAS, Entergy is the owner of certain real property known as Nesbit Substation located at 2445 Highway 51 South, Hernando, MS., situated in the SE ¼ Section 13, Township 2 south, Range 8 west, Desoto County, Hernando, Mississippi ("Subject Property");

WHEREAS, Entergy owns and maintains on the Subject Property overhead and/or underground electrical facilities energized at high voltages, and Licensee recognizes that contact with or close proximity to said electrical facilities is dangerous to persons and property and could cause severe injury or death; and

WHEREAS, Licensee desires to install and maintain on, along, across, and/or under the Subject Property the following described facilities ("Licensee's Facilities"):

A forced main sewer line to be located on that portion of the Subject Property strictly as described and depicted on Exhibit "A" which is attached hereto and incorporated herein by reference.

NOW THEREFORE, for and in consideration of the mutual agreements and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the parties hereby agree as follows:

1. Entergy hereby gives its consent to the installation of Licensee's Facilities on the Subject Property strictly as shown on Exhibit "A," annexed hereto, and grants to Licensee a license of ingress and egress at any time and to keep and maintain Licensee's Facilities on the Subject Property, subject to the terms and conditions set forth below.
2. Licensee's Project Engineer shall provide the proper supervision and inspection to assure that Licensee's Facilities are constructed in accordance with Exhibit "A," annexed hereto, and all the requirements of this agreement.
3. No major adjustments of Entergy's electrical facilities are anticipated due to Licensee's commitment to use sheeting and shoring, boring and jacking, tunneling or alignment changes to eliminate the need for adjustments. However, if it is determined that adjustments are necessary, Licensee will give Entergy at least 30 days notice, prior to work in the area of said electrical facilities, and Entergy will cooperate toward the performance of such adjustments as may be mutually agreed upon, provided that Licensee agrees to reimburse to Entergy the cost of making such adjustments, including Entergy's standard overheads.
4. Licensee agrees it will not make or cause to be made any changes in the location of Licensee's Facilities in close proximity to Entergy's electrical facilities without first notifying Entergy and giving Entergy an opportunity to review any such changes.
5. Licensee agrees to provide and maintain in effect for the duration of this agreement insurance coverages in forms and amounts as follows:

Minutes, City of Southaven, Southaven, Mississippi

- (a) Workers' Compensation Insurance in accordance with all applicable state and federal laws (regardless of the number of employees employed by Licensee or the type of work being performed).
- (b) Commercial General Liability Insurance including Contractual Liability Coverage covering liability assumed (including, but not limited to, liability of Entergy and its affiliated and associated companies), in the minimum amount of \$1,000,000 per occurrence for Bodily Injury and Property Damage.
- (c) Comprehensive Automobile Liability Insurance including all owned, hired, leased, assigned, and non-owned vehicles used in the performance of the work, with a minimum combined single limit of \$1,000,000 per accident.
- (d) The insurance policies required by paragraphs (b), (c), and (d) above shall include Entergy and its affiliated and associated companies as Additional Insureds with respect to Licensee's exercise of rights under and liability related to or arising from this agreement.
- (e) Any contractor or subcontractor providing services on Licensee's behalf on the Subject Property shall be required to carry insurance coverages in forms and amounts consistent with these requirements and naming Entergy and its affiliated and associated companies as Additional Insureds. Prior to the start of the work by any contractor, the contractor shall obtain and deliver to Entergy Certificates of Insurance evidencing the contractor's compliance with said insurance requirements. *Mail Certificates of Insurance to Entergy Mississippi, Inc., Attention: Jeff Flowers, THQ 2-D P.O. Box 1640., Jackson, Mississippi 39215.*

6. To the extent allowed by law, Licensee further agrees to defend, indemnify, and hold harmless Entergy, its parent, associated, and affiliated companies, and their agents, employees, servants, representatives, contractors, officers, directors, shareholders, insurers, attorneys, successors, and assigns from and against any and all claims, actions, and lawsuits, and all costs and expenses incidental to the defense of any such claims, actions, and lawsuits, including, but not limited to, court costs, attorney fees, settlements, damages, etc., arising out of, related to, or resulting from Licensee's negligent operations or activities or those of any of its contractors or subcontractors on or near the Subject Property and/or electrical facilities, or otherwise arising out of, related to, or resulting from Licensee's exercise of its rights under this agreement.

7. Licensee agrees that it will not do anything to reduce the ground clearance under any of Entergy's elevated electrical facilities or the ground cover over any of Entergy's underground electrical facilities, whether now existing or to be constructed in the future, except as specifically indicated on the exhibits to this agreement and agrees that all clearances shown on the exhibits to this agreement are adequate for Licensee's operation, both now and in the future.

8. Licensee agrees not to conduct or cause to be conducted on the Subject Property any activities that would bring any persons, objects, or equipment within 15 feet of Entergy's electric power lines and to keep all vehicles, equipment, digging, excavation, and any and all other activities at least 15 from Entergy's poles or other structures.

Minutes, City of Southaven, Southaven, Mississippi

9. Licensee agrees to notify Entergy at least 10 days prior to commencement and on completion of work in an area of any and all of Entergy's electrical facilities by contacting Jeff Flowers at 601-985-2894. Licensee further agrees to immediately report any damage to Entergy's electrical facilities. Licensee further agrees to arrange a meeting so that the terms of this agreement can be discussed with its personnel and any contractor personnel prior to any work being performed.

10. Licensee agrees that it will not permit placement of any materials under Entergy's overhead electrical facilities.

11. Licensee agrees to remove all materials, equipment, and machinery from the Subject Property and to restore the Subject Property to substantially original condition following completion of construction of Licensee's Facilities, including the establishment of vegetation for erosion control purposes. Licensee shall repair any surface damage and return the ground surface as near as practicable to its original state.

12. Licensee shall not treat, store, or dispose of hazardous or toxic waste or substances on the Subject Property. Licensee shall be responsible for any hazardous or toxic waste or substance spills caused by Licensee or its contractors on the Subject Property.

13. Licensee shall control all emissions of pollutants that might be discharged directly into the atmosphere, into any stream, lake, reservoir, or other surface or subterranean waters, or into the ground from any part of the Subject Property, and Licensee shall fully comply with all applicable standards and requirements relating to pollution control of any kind now in effect or that may hereafter be established pursuant to federal, state, or local law, statutes, ordinances, or regulations.

14. Licensee shall back fill all open trenches before leaving the job site.

15. It shall be the duty of the Licensee to ensure that there is no interference with Entergy's access to the Subject Property thereon. Licensee takes this Consent and License with the express understanding that access to said electrical substation and related facilities is critical, and that Entergy must have constant and unfettered access to the Subject Property at all times without exception. If at any time Entergy's access to said electrical facilities is obstructed or otherwise hindered or restricted in any way, including during the construction or installation of Licensee's Facilities, then Entergy may revoke any and all rights granted herein.

16. Licensee shall not remove sod, dirt, or timber trees from any portion of the Subject Property except as approved for purposes of Licensee's Facilities.

17. Licensee shall not conduct any operations or activities on the Subject Property that increase the risk of fire, land erosion, or other effects that are detrimental to the land surface.

18. Licensee shall not make, permit, or suffer any of its contractors, subcontractors, employees, agents, representatives, or invitees to make any offensive use of the Subject Property and shall not permit or suffer the commission of waste upon the Subject Property by said parties.

19. Licensee shall use the utmost care to avoid damage to Entergy's electrical facilities on the Subject Property, shall regularly inspect and maintain Licensee's Facilities, and shall reimburse Entergy for any damage, including erosion or otherwise endangering Entergy's electrical

Minutes, City of Southaven, Southaven, Mississippi

facilities, caused by Licensee's exercise of rights hereunder, both during construction and in the future. Licensee shall immediately report any damage to Entergy's facilities.

20. Licensee agrees to warn all persons on the Subject Property performing work for Licensee that contact with or close proximity to said electrical facilities is dangerous to persons and property and could cause severe injury or death.

21. Licensee recognizes that, except upon compliance with the provisions of Mississippi Code Annotated, Section 45-15-1, *et seq.*, it is a violation of state law for persons or equipment to be brought within 10 feet of energized high voltage power lines.

22. The rights granted hereunder are not greater than the rights possessed by Entergy in the Subject Property. Licensee understands it is responsible for obtaining any other or further consent from applicable landowners and other occupants as necessary.

23. The obligations of Licensee in this agreement shall be binding on Licensee and all successors and assigns for so long as Licensee's Facilities or any part(s) thereof remain on the Subject Property.

24. Licensee understands and acknowledges that the Subject Property is subject to heavy truck and equipment traffic. Therefore, Licensee shall install Licensee's Facilities at a sufficient depth and take any other precautions that may be necessary to prevent damage to Licensee's Facilities from any equipment used by Entergy or its contractors in the operation, construction, or maintenance of any of Entergy's facilities or other activities on the Subject Property. Licensee shall further mark Licensee's Facilities with durable markers indicating the location across the Subject Property.

25. Entergy shall not be liable for any damage to Licensee or Licensee's Facilities caused by Entergy's non-negligent and reasonable operations or activities on the Subject Property.

26. Entergy shall not be liable for any damage to Licensee's or its contractor's owned or leased equipment or any other damages caused by Entergy's operations or activities.

27. Entergy makes no warranties or representations as to the quality, suitability, or fitness of the Subject Property for Licensee's purposes and use.

28. Entergy reserves the unrestricted right for itself and persons authorized by it to enter upon the Subject Property at any time for any lawful purpose without liability to Licensee as it relates to Entergy's presence on the property.

29. Entergy maintains the right to locate, relocate, place, and replace its electrical facilities as needed on the Subject Property.

30. This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, agreements, or understandings, written or oral, with respect to the subject matter hereof.

AGREED to and effective this the 15th day of October 2013.

Minutes, City of Southaven, Southaven, Mississippi

City of Southaven

BY:

Dawn M. Musselwhite
(Signature)

Darren Musselwhite
(Print Name)

Mayor
(Print Title)

ENTERGY MISSISSIPPI, INC.

BY:

K. H.
(Signature)

Kevin Norris
(Print Name)

Mgr. Substation Operator's MS
(Print Title)

Minutes, City of Southaven, Southaven, Mississippi

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI NAMING AUTHORIZED REPRESENTATIVE AND AUTHORIZING APPLICATION FOR WATER POLLUTION CONTROL REVOLVING LOAN FUND (WPCRLF) FOR WASTEWATER TREATMENT UPGRADE PROJECT

RESOLUTION AUTHORIZING THE "OFFICE OF THE CITY ENGINEER" TO EXECUTE THOSE DOCUMENTS AND AGREEMENTS REQUIRED IN CONNECTION WITH THE APPLICATION FOR THE WATER POLLUTION CONTROL REVOLVING LOAN FUND PROGRAM THROUGH THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY, OFFICE OF POLLUTION CONTROL AND NAMING THE "OFFICE OF THE CITY ENGINEER" AS THE AUTHORIZED REPRESENTATIVE OF THE CITY OF SOUTHAVEN, MISSISSIPPI

WHEREAS, the City of Southaven, Mississippi, makes application for a Water Pollution Control Revolving Loan Fund (WPCRLF) loan in the amount of \$1,376,200.00 from the Mississippi Department of Environmental Quality (MDEQ) for installation of the Hurricane Creek Sewer Project which includes the offsite-clean closures of three municipal wastewater lagoons in Pinehurst, Woodland Estates and Legends Subdivisions. Also included in this work is a force main that will be installed between the existing Lakes of Nicholas Subdivision Pump Station and the Hurricane Creek Gravity Interceptor near Cherry Tree South subdivision in order to remove the sewer from the Horn Lake Creek Basin Interceptor and re-direct it to Hurricane Creek Sewer System. Lastly, emergency backup pump systems will be installed at four municipal pump stations with the following locations: Getwell Road North, Woodland Estates Subdivision, Old Airways Road/Star Landing Road, and Trinity Lakes Subdivision Pump Stations.

WHEREAS, in order to apply for such a loan the City of Southaven must submit a WPCRLF Loan Application package in compliance with WPCRLF Program Regulations;

WHEREAS, such regulations required that the City of Southaven, Mississippi provide as part of the package a certified copy of a Resolution which authorizes submission of the

Minutes, City of Southaven, Southaven, Mississippi

application and which designates an authorized representative to execute the application and to be the authorized representative for the project; and

WHEREAS, Section 21-17-5 of the Mississippi Code Annotated (1972), empowers the governing authorities of a municipality to adopt resolutions with respect to such municipal affairs.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Mayor and Board of Aldermen of the City of Southaven, Mississippi, and the submission of a WPCRLF Loan application is hereby authorized, with the proceeds from such loan to be used to finance and implement WPCRLF Loan Program project SRF-C280910-03.

IT IS FURTHER RESOLVED that the Office of the City Engineer is authorized to execute and file an application for a WPCRLF loan on behalf of the City of Southaven, Mississippi with full authority to execute all documents pertaining to the project.

IT IS FURTHER RESOLVED that the "Office of the City Engineer" is hereby authorized to be the authorized representative of the project.

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

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

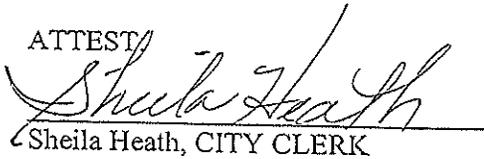
Minutes, City of Southaven, Southaven, Mississippi

RESOLVED AND DONE, this 15th day of October, 2013.



Darren Musselwhite, MAYOR

ATTEST



Sheila Heath, CITY CLERK



Minutes, City of Southaven, Southaven, Mississippi

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI NAMING AUTHORIZED REPRESENTATIVE AND AUTHORIZING APPLICATION FOR WATER POLLUTION CONTROL REVOLVING LOAN FUND (WPCRLF) FOR WASTEWATER TREATMENT UPGRADE PROJECT

RESOLUTION AUTHORIZING THE "OFFICE OF THE CITY ENGINEER" TO EXECUTE THOSE DOCUMENTS AND AGREEMENTS REQUIRED IN CONNECTION WITH THE APPLICATION FOR THE WATER POLLUTION CONTROL REVOLVING LOAN FUND PROGRAM THROUGH THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY, OFFICE OF POLLUTION CONTROL AND NAMING THE "OFFICE OF THE CITY ENGINEER" AS THE AUTHORIZED REPRESENTATIVE OF THE CITY OF SOUTHAVEN, MISSISSIPPI

WHEREAS, the City of Southaven, Mississippi, makes application for a Water Pollution Control Revolving Loan Fund (WPCRLF) loan in the amount of \$5,151,410.00 from the Mississippi Department of Environmental Quality (MDEQ) for installation of the Summerwood/Whitten Place Subdivisions Sanitary Sewer Project which includes a Low Pressure Sewer System for approximately 435 homes, improvements to an existing pump station adjacent Getwell Road and extension of the Gravity Sewer System to along Nolehoe Creek and Getwell Road;

WHEREAS, in order to apply for such a loan the City of Southaven must submit a WPCRLF Loan Application package in compliance with WPCRLF Program Regulations;

WHEREAS, such regulations required that the City of Southaven, Mississippi provide as part of the package a certified copy of a Resolution which authorizes submission of the application and which designates an authorized representative to execute the application and to be the authorized representative for the project; and

WHEREAS, Section 21-17-5 of the Mississippi Code Annotated (1972), empowers the governing authorities of a municipality to adopt resolutions with respect to such municipal affairs.

Minutes, City of Southaven, Southaven, Mississippi

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Mayor and Board of Aldermen of the City of Southaven, Mississippi, and the submission of a WPCRLF Loan application is hereby authorized, with the proceeds from such loan to be used to finance and implement WPCRLF Loan Program project SRF-C280910-02.

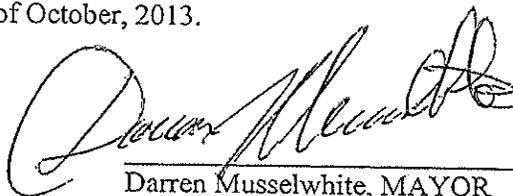
IT IS FURTHER RESOLVED that the Office of the City Engineer is authorized to execute and file an application for a WPCRLF loan on behalf of the City of Southaven, Mississippi with full authority to execute all documents pertaining to the project.

IT IS FURTHER RESOLVED that the "Office of the City Engineer" is hereby authorized to be the authorized representative of the project.

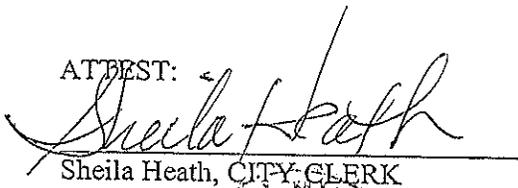
Following the reading of this Resolution, it was introduced by Alderman Beshears and seconded by Alderman Ferguson. The Resolution was then put to a roll call vote and the results were as follows, to-wit:

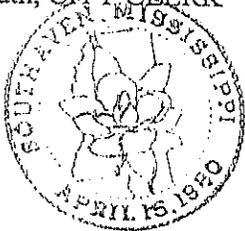
Alderman William Brooks	YES
Alderman Kristian Kelly	YES
Alderman Shirley Beshears	YES
Alderman George Payne	YES
Alderman Joel Gallagher	YES
Alderman Scott Ferguson	YES
Alderman Raymond Flores	YES

RESOLVED AND DONE, this 15th day of October, 2013.


Darren Musselwhite, MAYOR

ATTEST:


Sheila Heath, CITY CLERK



Minutes, City of Southaven, Southaven, Mississippi

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI NAMING AUTHORIZED REPRESENTATIVE AND AUTHORIZING APPLICATION FOR WATER POLLUTION CONTROL REVOLVING LOAN FUND (WPCRLF) FOR WASTEWATER TREATMENT UPGRADE PROJECT

RESOLUTION AUTHORIZING THE "OFFICE OF THE CITY ENGINEER" TO EXECUTE THOSE DOCUMENTS AND AGREEMENTS REQUIRED IN CONNECTION WITH THE APPLICATION FOR THE WATER POLLUTION CONTROL REVOLVING LOAN FUND PROGRAM THROUGH THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY, OFFICE OF POLLUTION CONTROL AND NAMING THE "OFFICE OF THE CITY ENGINEER" AS THE AUTHORIZED REPRESENTATIVE OF THE CITY OF SOUTHAVEN, MISSISSIPPI

WHEREAS, the City of Southaven, Mississippi, makes application for a Water Pollution Control Revolving Loan Fund (WPCRLF) loan in the amount of \$7,098,700.00 from the Mississippi Department of Environmental Quality (MDEQ) for installation of the Hurricane Creek Sewer Project which includes a gravity sewer main that conveys sewer from Pleasant Hill Road South to a proposed pump station located at Hurricane Creek and McIngvale Road. The pump station then pumps sewer through a force main to the Short Fork Interceptor and WWTF operated by DCRUA. Also included are a series of pump stations and force mains along Hwy 51 and Starlanding Road to convey to Hurricane Creek;

WHEREAS, in order to apply for such a loan the City of Southaven must submit a WPCRLF Loan Application package in compliance with WPCRLF Program Regulations;

WHEREAS, such regulations required that the City of Southaven, Mississippi provide as part of the package a certified copy of a Resolution which authorizes submission of the application and which designates an authorized representative to execute the application and to be the authorized representative for the project; and

WHEREAS, Section 21-17-5 of the Mississippi Code Annotated (1972), empowers the governing authorities of a municipality to adopt resolutions with respect to such municipal affairs.

Minutes, City of Southaven, Southaven, Mississippi

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Mayor and Board of Aldermen of the City of Southaven, Mississippi, and the submission of a WPCRLF Loan application is hereby authorized, with the proceeds from such loan to be used to finance and implement WPCRLF Loan Program project SRF-C280910-01.

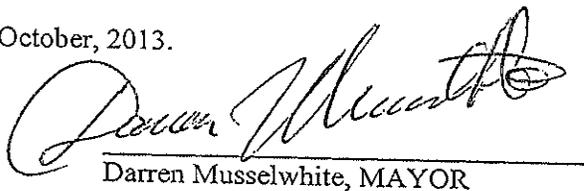
IT IS FURTHER RESOLVED that the Office of the City Engineer is authorized to execute and file an application for a WPCRLF loan on behalf of the City of Southaven, Mississippi with full authority to execute all documents pertaining to the project.

IT IS FURTHER RESOLVED that the "Office of the City Engineer" is hereby authorized to be the authorized representative of the project.

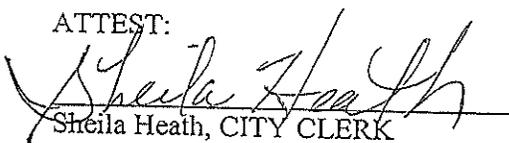
Following the reading of this Resolution, it was introduced by Alderman Brooks and seconded by Alderman Ferguson. The Resolution was then put to a roll call vote and the results were as follows, to-wit:

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

RESOLVED AND DONE, this 15th day of October, 2013.


Darren Musselwhite, MAYOR

ATTEST:


Sheila Heath, CITY CLERK



Minutes, City of Southaven, Southaven, Mississippi

-223
 Simmenition bolts
 safe source for attached



AMTEC LESS-LETHAL SYSTEMS
 4700 Providence Road
 Perry, Florida 32347
 Office (850) 223-40mm (4066) Fax (850) 223-1911

QUOTE

NO. 06000502
 PAGE: 1

804872

SOUTHAVEN POLICE DEPARTMENT
 8691 NORTHWEST DRIVE
 SOUTHAVEN, MS 38671
 USA

SOUTHAVEN POLICE DEPARTMENT
 ATTN: ACCOUNTS PAYABLE
 8691 NORTHWEST DRIVE
 SOUTHAVEN, MS 38671
 USA

QUOTED	REQ	SHIP VIA	F.O.B.	TERMS	SLS PREP BY	
09/09/13		BEST WAY	SP	NET 30	HSE ERIHIL	
REF	QUANTITY	UM	PART NO	PRICE/UNIT	UM	EXTENSION
000001	18	EA	5308990	317.000	EA	5706.00
			M4/M16/AR15 BOLT, 5.56 W/O SUPPORTER BLOCK			
			EXPIRES: 10/09/13 WANTED: 09/09/13			
			TOTAL:			5706.00

THIS ORDER IS SUBJECT TO THE FOLLOWING LIMITATIONS, RESTRICTIONS, OR ADDITIONS: (1) FREIGHT CHARGES WILL BE ADDED TO YOUR BILL. (2) BY FLORIDA STATE TAX CODE, ORDERS DELIVERED WITHIN THE STATE OF FLORIDA ARE REQUIRED TO BE ASSESSED STATE AND LOCAL SALES TAX. (3) A FEDERAL EXCISE TAX EXEMPTION CERTIFICATE MUST ACCOMPANY ALL ORDERS. ORDERS PLACED WITHOUT FET EXEMPTION CERTIFICATES WILL BE CHARGED FEDERAL EXCISE TAX AT 11%. BLANK FET EXEMPTION CERTIFICATES CAN BE FOUND UNDER FORMS AT WWW.LESSLETHAL.COM (4) EXPORT OF THE COMMODITIES DESCRIBED HEREIN IS STRICTLY PROHIBITED WITHOUT A VALID EXPORT LICENSE ISSUED BY THE U.S. DEPARTMENT OF STATE OFFICE OF DEFENSE TRADE CONTROLS PRESCRIBED IN THE INTERNATIONAL TRAFFIC IN ARMS REGULATION (ITAR), TITLE 22, CODE OF FEDERAL REGULATION, PARTS 120-130.

BY SIGNING THIS DOCUMENT, I CONFIRM THAT ALL INFORMATION CONTAINED HEREIN HAS BEEN REVIEWED FOR ACCURACY. I FURTHER AFFIRM THAT I AM AUTHORIZED TO EXECUTE BINDING ORDERS ON BEHALF OF THE ORGANIZATION NAMED ON THIS DOCUMENT.

Tom Long [Signature] 9/11/13
 PRINT NAME SIGNATURE DATE

AMTEC Less-Lethal Systems, Inc.

[Signature]
 AUTHORIZED SIGNATURE

Minutes, City of Southaven, Southaven, Mississippi



AMTEC Less-Lethal Systems, Inc.

4700 Providence Road, Perry, FL 32347

Less-Lethal • Ammunition • Energetics

September 19th 2013

Subject: Simmunition Sole Source

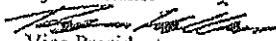
To whom it may concern:

This letter is to provide notification that AMTEC Less-Lethal Systems is the sole source provider of any and all Simmunition products manufactured and imported by General Dynamics-Ordinance and Tactical Systems in the following territories: Arkansas, Alabama, Mississippi, Texas, Louisiana, Kansas, Oklahoma, Nebraska and Missouri.

AMTEC Less-Lethal Systems is the only manufacturer-authorized distributor in the above listed territories and holds a current and valid exclusivity contract.

Regards,

Ryan Hillaker


Vice President.

AMTEC Less-Lethal Systems

Providing Ordnance Solutions

Office (850) 223-4066 • Fax (850) 223-1911 • www.lesslethal.com



Doc No: ADF1-2 VER:000

Minutes, City of Southaven, Southaven, Mississippi

CONTRACT CHANGE ORDER

OWNER: City of Southaven, MS
 PROJECT NAME: Autumn Woods Subdivision Drainage Improvements
 CONTRACTOR: Civil Concepts, Inc.
 DATE: October 9, 2013
 CHANGE ORDER NUMBER: Summary Change Order 4 CONTRACT NUMBER: 6.5835.011
 REASON FOR CHANGE: Summary Change Order - SEE ATTACHED BREAKDOWN

YOU ARE HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS

ITEM NO.	DESCRIPTION OF CHANGES (QUANTITIES, ETC.)	UNIT	QUANTITY	UNIT COST	TOTAL CONTRACT
	TOTAL CONTRACT CHANGE				\$0.00
	ORIGINAL CONTRACT AMOUNT:				\$1,918,063.00
	CURRENT CONTRACT AMOUNT:				\$1,978,454.73
	THIS CONTRACT CHANGE				\$0.00
	FINAL CONTRACT AMOUNT:				\$1,978,454.73
	CURRENT CONTRACT COMPLETION DATE:				October 15, 2013
	TIME EXTENSION REQUIRED BY CHANGE:				0
	REVISED CONTRACT COMPLETION DATE:				October 15, 2013

THIS DOCUMENT SHALL BE AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT WILL APPLY.

RECOMMENDED BY: _____ DATE: 10/9/13
 ENGINEER: Neil Schaffer, Inc.
 ACCEPTED BY: _____ DATE: _____
 CONTRACTOR
 APPROVED BY: _____ DATE: _____
 OWNER

00400-20

G:\ASSETS\1932-541611-CONTRACT\CONTRACT CHANGE ORDER-FC CONTRACT.DOC

NEEL-SCHAFFER
 ENGINEERS, INC.

Minutes, City of Southaven, Southaven, Mississippi

CONTRACT CHANGE ORDER

OWNER: City of Southaven, MS
 PROJECT NAME: Autumn Woods Subdivision Drainage Improvements
 CONTRACTOR: Civil Concepts, Inc.
 DATE: October 9, 2013
 CHANGE ORDER NUMBER: Summary Change Order 4 CONTRACT NUMBER: 6.5844.011
 REASON FOR CHANGE: Summary Change Order - SEE ATTACHED BREAKDOWN

YOU ARE HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS

ITEM NO.	DESCRIPTION OF CHANGES (QUANTITIES, ETC.)	UNIT	QUANTITY	UNIT COST	TOTAL CONTRACT
	TOTAL CONTRACT CHANGE				\$0.00
	ORIGINAL CONTRACT AMOUNT:				\$1,918,043.00
	CURRENT CONTRACT AMOUNT:				\$1,978,154.73
	THIS CONTRACT CHANGE:				\$0.00
	FINAL CONTRACT AMOUNT:				\$1,978,154.73
	CURRENT CONTRACT COMPLETION DATE:				October 15, 2013
	TIME EXTENSION REQUIRED BY CHANGE:				0
	REVISED CONTRACT COMPLETION DATE:				October 15, 2013

THIS DOCUMENT SHALL BE AN AMENDMENT TO THIS CONTRACT, AND ALL PROVISIONS OF THE CONTRACT WILL APPLY.

RECOMMENDED BY: ENGINEER: NEEL-SCHAFFER, INC. DATE: 10/9/13
 ACCEPTED BY: [Signature] DATE: _____
 APPROVED BY: [Signature] DATE: _____
 CONTRACTOR OWNER

00400-20

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NEEL-SCHAFFER
 ENGINEERS AND ARCHITECTS
 10000 W. GULF BLVD. SUITE 100
 FORT WORTH, TEXAS 76154

Minutes, City of Southaven, Southaven, Mississippi

City of Southaven
 Autumn Woods Drainage Improvements
 HMGP No. 1694-437
 Summary Change Order 4

Item No.	Quantity	Unit	Description	Unit Price	Amount	Original Contract	Change Order	Total
1.0	0.00	1 LS	Mobilization	\$ 3,500.00	\$ 3,500.00	\$ -	\$ -	\$ 3,500.00
2.0	24	24 AC	Clearing and Grubbing	\$ 2,800.00	\$ 67,200.00	\$ -	\$ -	\$ 67,200.00
3.0	168500	15234 CY	Unfinished Excavation	\$ 3.90	\$ 652,950.00	\$ -	\$ (3,819.40)	\$ 649,130.60
4.0	0.00	24	24 AC	Vegetation - Grubbing	\$ 900.00	\$ -	\$ 21,600.00	\$ 21,600.00
4.1	1159	091 AC	Vegetation - Utility Pipe Piles	\$ 3.60	\$ 4,185.60	\$ -	\$ (1,118.00)	\$ 3,067.60
4.2	355.00	1421 SY	Vegetation - Solid Sid. Bermuda	\$ 15.00	\$ 5,325.00	\$ -	\$ 1,665.00	\$ 6,990.00
5.0	0.00	1 LS	Brosion Control	\$ 15,000.00	\$ -	\$ -	\$ 15,000.00	\$ 15,000.00
6.0	2850	19445 TON	Rock Rip Mat (3098)	\$ 45.00	\$ 128,250.00	\$ -	\$ -	\$ 128,250.00
7.0	1650	1922 SY	High-Performance Turf Reinforcement Mat (HPTFM)	\$ 17.00	\$ 28,050.00	\$ -	\$ (4,111.00)	\$ 23,939.00
7.1	1500	1965 SY	Anchored Turf Reinforcement Mat (ATRM)	\$ 23.00	\$ 34,500.00	\$ -	\$ (3,105.60)	\$ 31,394.40
8.0	0.00	1750 LF	Chain Link Fence	\$ 15.00	\$ -	\$ -	\$ 26,250.00	\$ 26,250.00
9.0	0.00	272	15" RCP Pipe	\$ 35.00	\$ -	\$ -	\$ 9,520.00	\$ 9,520.00
9.1	0.00	314 LF	18" RCP Pipe	\$ 38.00	\$ -	\$ -	\$ 11,932.00	\$ 11,932.00
9.2	0.00	223 LF	21" RCP Pipe	\$ 68.00	\$ -	\$ -	\$ 15,184.00	\$ 15,184.00
9.3	0.00	232 LF	30" RCP Pipe	\$ 75.00	\$ -	\$ -	\$ 17,400.00	\$ 17,400.00
9.4	0.00	1351 LF	42" RCP Pipe	\$ 90.00	\$ -	\$ -	\$ 121,500.00	\$ 121,500.00
9.5	0.00	819 LF	54" RCP Pipe	\$ 115.00	\$ -	\$ -	\$ 95,175.00	\$ 95,175.00
9.6	0.00	323 LF	40" x 60" RCP Pipe	\$ 160.00	\$ -	\$ -	\$ 51,680.00	\$ 51,680.00
9.7	0.00	2	18" FES or Headwall - Concrete	\$ 1,000.00	\$ -	\$ -	\$ 2,000.00	\$ 2,000.00
10.0	0.00	2	24" FES or Headwall - Concrete	\$ 2,000.00	\$ -	\$ -	\$ 4,000.00	\$ 4,000.00
10.1	0.00	4	48" FES or Headwall - Concrete	\$ 2,500.00	\$ -	\$ -	\$ 10,000.00	\$ 10,000.00
10.2	0.00	3	48" FES or Headwall - Concrete	\$ 3,000.00	\$ -	\$ -	\$ 9,000.00	\$ 9,000.00
10.3	0.00	1	40" x 60" FES or Headwall - Concrete	\$ 15.00	\$ -	\$ -	\$ 4,635.00	\$ 4,635.00
10.4	0.00	309 LF	Remove Existing Drainage Pipe (all sizes and materials)	\$ 160.00	\$ -	\$ -	\$ 49,440.00	\$ 49,440.00
11.0	0.00	68 CY	Flowable Fill (foundation retaining drainage pipe)	\$ 3,800.00	\$ -	\$ -	\$ 258,400.00	\$ 258,400.00
12.0	0.00	8	Curb Inlet (Dosebel 6x7)	\$ 5,500.00	\$ -	\$ -	\$ 44,000.00	\$ 44,000.00
13.0	0.00	9	EA	\$ 1,000.00	\$ -	\$ -	\$ 9,000.00	\$ 9,000.00
14.0	0.00	2	EA	\$ 3,000.00	\$ -	\$ -	\$ 6,000.00	\$ 6,000.00
15.0	0.00	10	EA	\$ 2,000.00	\$ -	\$ -	\$ 20,000.00	\$ 20,000.00
16.0	0.00	5	EA	\$ 5,000.00	\$ -	\$ -	\$ 25,000.00	\$ 25,000.00
17.0	0.00	6	EA	\$ 3,000.00	\$ -	\$ -	\$ 18,000.00	\$ 18,000.00
18.0	0.00	45	19.11 SY	\$ 200.00	\$ -	\$ -	\$ 9,000.00	\$ 9,000.00
19.0	111.00	534 LF	Concrete Curb & Gutter Removal & Replacement	\$ 23.00	\$ 2,553.00	\$ -	\$ -	\$ 2,553.00
20.0	470.10	3040.1 SY	Asphalt Road Removal and Replacement (Subdivision Streets and Driveways)	\$ 30.00	\$ 14,103.00	\$ -	\$ -	\$ 14,103.00
20.1	80.00	585	Asphalt Road Removal and Replacement (Collector Streets)	\$ 48.00	\$ 3,840.00	\$ -	\$ -	\$ 3,840.00
21.0	0.00	370 LF	12" PVC Sewer Pipe Relocation	\$ 35.00	\$ -	\$ -	\$ 12,950.00	\$ 12,950.00
22.0	0.00	15	EA	\$ 500.00	\$ -	\$ -	\$ 7,500.00	\$ 7,500.00
23.0	4.00	35	EA	\$ 500.00	\$ -	\$ -	\$ 1,750.00	\$ 1,750.00
24.0	4.00	45	EA	\$ 400.00	\$ -	\$ -	\$ 1,600.00	\$ 1,600.00
25.0	0.00	200 LF	Pipe Protective Coating - Structural	\$ 1,200.00	\$ -	\$ -	\$ 240,000.00	\$ 240,000.00
26.0	0.00	1240	659.59 TON	\$ 23.00	\$ -	\$ -	\$ 28,520.00	\$ 28,520.00
27.0	0.00	1	1 LS	Crossed Street Access Drive	\$ 9,000.00	\$ -	\$ -	\$ 9,000.00
28.0	4.14	15	19.14 TON	\$ 150.00	\$ -	\$ -	\$ 2,271.00	\$ 2,271.00
28.1	4.67	35	30.33 TON	\$ 150.00	\$ -	\$ -	\$ 5,299.50	\$ 5,299.50
29.0	1.00	0	1 LS	Raise Top of Junction Boxes and Add Manhole Access	\$ 8,199.73	\$ -	\$ -	\$ 8,199.73
30.0	1.00	0	1 LS	Slope Repair and Pipe Backfilling	\$ 73,683.98	\$ -	\$ -	\$ 73,683.98
					\$ 1,970,315.00	\$ 8,199.73	\$ -	\$ 1,978,514.73

Original Contract Amount \$ 1,970,315.00
 Total Increase \$ 105,690.21
 Total Decrease \$ (96,988.98)
 Final Contract Amount \$ 1,978,514.73

Minutes, City of Southaven, Southaven, Mississippi

Municipal Compliance Questionnaire

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

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

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

Information

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

1. Name and address of municipality:
City of Southaven, MS
8710 Northwest Dr.
2. List the date and population of the latest official U.S. Census or most recent official census:
2010 - 50,000
3. Names, addresses and telephone numbers of officials (include elected officials, chief administrative officer, and attorney).
See attached
4. Period of time covered by this questionnaire:
From: 10/1/12 To: 9/30/13
5. Expiration date of current elected officials' term: 7-1-17

Minutes, City of Southaven, Southaven, Mississippi

MUNICIPAL COMPLIANCE QUESTIONNAIRE Year Ended September 30, 20__

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

PART I - General

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

Minutes, City of Southaven, Southaven, Mississippi

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

Y

PART II - Cash and Related Records

1. Where required, is a claims docket maintained?
(Section 21-39-7)
2. Are all claims paid in the order of their entry in the claims docket? (Section 21-39-9)
3. Does the claims docket identify the claimant, claim number, amount and fund from which each warrant will be issued?
(Section 21-39-7)
4. Are all warrants approved by the board, signed by the mayor or majority of the board, attested to by the clerk, and bearing the municipal seal? (Section 21-39-13)
5. Are warrants for approved claims held until sufficient cash is available in the fund from which it is drawn?
(Section 21-39-13)
6. Has the municipality adopted and entered on its minutes a budget in the format prescribed by the Office of the State Auditor? (Sections 21-35-5, 21-35-7 and 21-35-9)
7. Does the municipality operate on a cash basis budget, except for expenditures paid within 30 days of fiscal year end or for construction in progress? (Section 21-35-23)
8. Has the municipality held a public hearing and published its adopted budget? (Sections 21-35-5, 27-39-203, & 27-39-205)
9. Has the municipality complied with legal publication requirements when budgetary changes of 10% or more are made to a department's budget? (Section 21-35-25)
10. If revenues are less than estimated and a deficit is anticipated, did the board revise the budget by its regular July meeting? (Section 21-35-25)

Y

Y

Y

Y

Y

Y

Y

Y

Y

n/a

Minutes, City of Southaven, Southaven, Mississippi

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

PART III - Purchasing and Receiving

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

Minutes, City of Southaven, Southaven, Mississippi

PART IV - Bonds and Other Debt

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

PART V - Taxes and Other Receipts

1. Has the municipality adopted the county ad valorem tax rolls? (Section 27-35-167) Y
2. Are interest and penalties being collected on delinquent ad valorem taxes? (Section 21-33-53) Y
3. Has the municipality conducted an annual land sale for delinquent ad valorem taxes? (Section 21-33-63) Y
4. Have the various ad valorem tax collections been deposited into the appropriate funds? (Separate Funds for Each Tax Levy) (Section 21-33-53) Y
5. Has the increase in ad valorem taxes, if any, been limited to amounts allowed by law? (Sections 27-39-320 and 27-39-321) Y
6. Are local privilege taxes collected from all businesses located within the municipality, except those exempted? (Section 27-17-5) Y
7. Are transient vendor taxes collected from all transient vendors within the municipality, except those exempted? (Section 75-85-1) Y
8. Is money received from the state's "Municipal Fire Protection Fund" spent only to improve municipal fire departments? (Section 83-1-37) Y
9. Has the municipality levied or appropriated not less than 1/4

Minutes, City of Southaven, Southaven, Mississippi

- | | |
|--|----------|
| mill for fire protection and certified to the county it provides its own fire protection or allowed the county to levy such tax? (Sections 83-1-37 and 83-1-39) | <u>Y</u> |
| 10. Are state-imposed court assessments collected and settled monthly? (Section 99-19-73, 83-39-31, etc.) | <u>Y</u> |
| 11. Are all fines and forfeitures collected when due and settled immediately to the municipal treasury? (Section 21-15-21) | <u>Y</u> |
| 12. Are bids solicited by advertisement or, under special circumstances, three appraisals obtained when real property is sold? (Section 21-17-1) | <u>Y</u> |
| 13. Has the municipality determined the full and complete cost for solid waste for the previous fiscal year? (Section 17-17-347) | <u>Y</u> |
| 14. Has the municipality published an itemized report of all revenues, costs and expenses incurred by the municipality during the immediately preceding fiscal year in operating the garbage or rubbish collection or disposal system? (Section 17-17-348) | <u>Y</u> |
| 15. Has the municipality conducted an annual inventory of its assets in accordance with guidelines established by the Office of the State Auditor? (MMAAG) | <u>Y</u> |

Minutes, City of Southaven, Southaven, Mississippi

(MUNICIPAL NAME)

Certification to Municipal Compliance Questionnaire

Year Ended September 30, 2013

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

Sheela Heath
(City Clerk's Signature)

Jason Mearns
(Mayor's Signature)

10-18-13
(Date)

10-18-13
(Date)

Minute Book References:

Book Number 29

Page _____

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

IV-B11

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: **7594 Cherry Valley Boulevard**, to the effect that the said parcel of land has been neglected whereby **the grass height is in violation and there exist other unsafe conditions** and that the parcel of land in the present condition is deemed to be a menace to the public health and safety of the community.

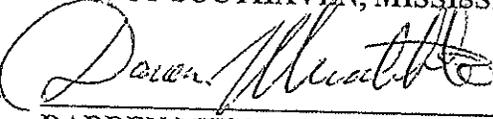
WHEREAS, pursuant to Section 21-19-11 of the Mississippi Code Annotated (1972), the governing authorities of the City of Southaven, Mississippi, provided the owners of the above described parcel of land with notice of the condition of their respective parcel of land and further provided them with notice of a hearing before the Mayor and Board of Aldermen on **Tuesday, October 15, 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, October 15, 2013**, to voice objection or to offer a defense.

Minutes, City of Southaven, Southaven, Mississippi

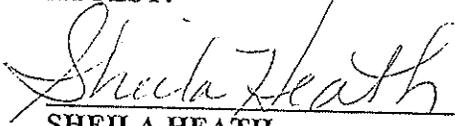
CITY OF SOUTHAVEN, MISSISSIPPI

BY:



DARREN MUSSELWHITE
MAYOR

ATTEST:



SHEILA HEATH
CITY CLERK



Minutes, City of Southaven, Southaven, Mississippi

PHYSICIAN MEDICAL CONTROL DIRECTORSHIP AGREEMENT

THIS AGREEMENT is entered into this 15 day of October 2013 between the CITY OF SOUTHAVEN, MISSISSIPPI, hereafter called "City" and Joe Holley M.D. hereafter called "Physician" and together collectively referred to as Parties.

WHEREAS, the Parties entered into an agreement, stated Physician Medical Control Directorship Agreement (Agreement), on the date above wherein the City retained the service of Physician to perform the responsibilities of a Physician Medical Control Director as outlined in the Mississippi State Department of Health Rules and Regulations for EMS.

WHEREAS, Physician will serve to insure that the EMS system has the authority to operate under his Mississippi Physicians License and the EMS system has the authority to insure adequate medical direction of all pre-hospital providers. Further, Physician will insure that all EMS personnel and facilities meet minimum criteria to implement medical direction of pre-hospital services, off-line medical direction, and online medical direction.

WHEREAS, Physician will insure adequate medical direction of all pre-hospital providers and EMS personnel for pre-hospital services, off-line medical direction and online medical direction.

WHEREAS, in condition of the mutual promises hereafter contained, it is agreed:

1. ENGAGEMENT:

City hereby engages Physician to serve as the Physical Medical Control Director for the City subject to the terms and conditions set forth in the agreement.

2. TERM:

The term of this agreement shall be deemed to commence on the 15th day of October, 2013 and continue through the 31st day of September 2017, for a period of four years unless this agreement is otherwise terminate as herein provided.

3. PHYSICIANS OBLIGATIONS:

Physicians agrees to act as the Physician Medical Control Director for the City. As Physician Medical Control Director, Physician will be responsible for insuring that the EMS system has the authority, ability, and right to operate under Physician's Mississippi Physicians License. Physician will insure that the EMS system has the authority, commensurate with the responsibility, to provide adequate medical direction of all pre-hospital providers. Physician shall insure that all EMS personnel and pre-hospital facilities meet minimum criteria to implement and provide medical direction of pre-hospital services, off-line medical direction, and on-line medical direction.

Minutes, City of Southaven, Southaven, Mississippi

In addition to the foregoing obligations, Physician shall have the following responsibilities:

- A. Devotion of Time: Physician shall devote such time to the position of Medical Control director as necessary to insure adequate medical direction and supervision of all Southaven Fire Department pre-hospital providers, facilities, and personnel. Physician shall remain available twenty four hours a day, seven days a week. When Physician is not able to be available he will provide an acceptable replacement in his absence. Further, Physician will devote an unspecified amount of hours per year to ride with the EMS Coordinator or his designee to observe the field units at work.

The time devoted by the Physician Medical Control Director shall include, but not be limited, to the following services:

- (i) Establish system wide medical protocols in consultation with the appropriate specialist, including but not limited to, the State Department of Health, Division of EMS, and the EMS Coordinator for the City of Southaven.
- (ii) Establish system wide trauma protocols as delineated by the State Trauma Care Plan
- (iii) Recommend certification or decertification of non-physician pre-hospital personnel to the appropriate certifying agencies. Physician shall comply with all applicable review and appeals procedures, when decertification is recommended by him, to assure due process in accordance with law and the appropriate appeals mechanism for review, if requested.
- (iv) Require all Southaven Fire and EMS personnel to obtain necessary levels of education, as mandated by the State of Mississippi. Physician shall determine that the proper level of approved proficiency for personnel within the EMS system is maintained. Personnel subject to these requirements shall include all pre-hospital personnel, EMT's at all levels, pre-hospital emergency care nurses, dispatchers, education coordinators, and physician providers of offline direction. Further, Physician shall insure the availability of educational programs within the system and confirm that they are consistent with accepted local medical practice.
- (v) The Physician is jointly responsible with the EMS Coordinator for reviewing approving, and signing all medical control agreements that allow pre-hospital personnel to operate under Physician's Mississippi Physicians License.
- (vi) Establish medical standards for dispatch procedures to assure that the appropriate EMS response unit (S) are dispatched to the medical emergency scene when requested, and the duty to evaluate and treat the patient is full field.
- (vii) Establish criteria and procedures for selection of patient transport destinations.
- (viii) Establish education and performance standards for EMS communication resource personnel.
- (ix) Establish operational standards for communication service.
- (x) Conduct effective system audit and quality assurance.

Minutes, City of Southaven, Southaven, Mississippi

- (x) Suspend a providers from medical care duties, when due cause exists, as determined by Physician and EMS Coordinator pending review and evaluation. Because the pre-hospital provider operates under the license (delegated practices) or direction of the Physician, the Physician after consulting with the EMS Coordinator shall have ultimate authority to determine whether a pre-hospital provider shall provide medical care within the pre-hospital phase of the EMS system.
- (x) Attend all appropriate regional EMS meetings. The Physician shall serve as liaison to local fire and law enforcement agencies.
- (x) Further, Physician is jointly responsive with the EMS Coordinator reviewing, approving, and signing all pre-arrival instruction cards.

B. Licensure and Board Certification: Physician shall maintain an unrestricted license to practice medicine in the State of Mississippi and shall sign and approve all medical control agreements that allow pre-hospital personnel to work under his Mississippi Physicians License. Physician shall comply with all applicable professional and ethical standards and all applicable governmental standards in fulfilling the duties herein.

C. Qualifications: Physician shall meet and maintain the following qualifications:

- (i) Remain fully licensed in the State of Mississippi to practice emergency medicine as a M.D. or O.D.
- (ii) Maintain current knowledge and practice the proper standards of care of emergency patients who are acutely ill or traumatized.
- (iii) Be knowledgeable of and have access to local mass casualty plans.
- (iv) Be familiar with EMS base station operations where applicable including communication with and direction of pre-hospital emergency units.
- (v) Be actively involved in the training of pre-hospital personnel.
- (vi) Be actively involved in the medial audit, review, and critique of medical care provided by pre-hospital personnel within the EMS system.
- (vii) Be knowledgeable of the administrative and legislative process affection the local regional and or state pre-hospital EMS system.
- (viii) Be knowledgeable of state and federal laws and regulations affection local regional and state EMS.

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- (ix) Be knowledgeable of fire department operations and chain of command.
- (x) Complete NIMS training 100,200, 700, 800

D. Monthly Meetings: Physician shall meet with the EMS Coordinator for the City of Southaven. Further, Physician will review all problems of concerns brought up during each meeting and negotiate a resolution. Such meetings shall be documented in writing. A monthly report of the meetings minutes will be provided to the Fire Chief.

E. Professional Liability Insurance Coverage and Indemnity: Physician shall maintain professional liability insurance coverage continually for the entire term of the Agreement in the minimum amount of \$300,000 per occurrence and \$1,000,000 aggregate. Physician shall indemnify City for any and all acts on negligence of Physician.

F. Services to be provided in a Non-Discriminatory Manner: Physician shall provide medical services in a non discriminatory manor without regard to race color national origin gender age of handicapping condition. At no time shall Physical fail to provide necessary medical treatment or act in any manner demonstrating deliberate indifference to anyone who is in need of media attention.

G. Response to certain incidents: Physicians shall provide medical service at certain incidents such as extended hazmat operations, mass causalities, natural or manmade disasters, and any other incident deemed necessary by the command staff.

4. CITY OBLIGATIONS:

- a. Compensation: City agrees to pay Physician a total of \$18,000 per year for the Physicians services or \$1,500 a month for the term of this contract. City shall pay this compensation monthly for the term of this contract. All payments are to be made payable to and remitted to Joe Holley, M.D.
- b. Compensation/Benefits/Taxes/Insurance: Other than the above compensation, Physician will not receive a salary of any kind, nor any sick pay or other benefits. Further, Physician is solely responsible for his Income Taxes, FICA taxes, and withholding taxes, all Social Security and Medicare withholdings and all insurance, including health, liability and automobile insurance.
- c. Facilities: City will not provide and office for Physician.
- d. Access to EMS records: The Physician shall have access to all relevant EMS records needed to accomplish this task. These documents shall be considered quality assurance documents and shall be privileges and confidential information.

5. TERMINATION

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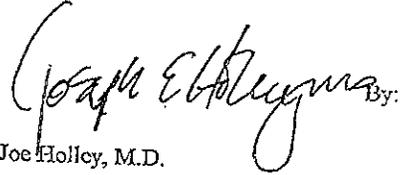
operations of the laws of the State of Mississippi.

IN WITNESS WHEREOF, the parties have executed this Agreement as of October 15th, 2013.

City of Southaven Mayor

Physician:



 By:

Darren Musselwhite

Joe Holley, M.D.

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CONTRACTUAL AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT made and entered into, by and between the City of Southaven, Mississippi ("City") and Butler, Snow, O'Mara, Stevens & Cannada, PLLC ("Firm") for legal services.

WITNESSETH:

In consideration of the mutual covenants contained herein, and subject to the terms and conditions set forth, it is hereby understood and agreed by the parties as follows:

- I. **SCOPE OF SERVICES:** The Firm will, upon the request of the City and acceptance of the tendered engagement by the Firm and pursuant to the appointment by the Southaven Board of Aldermen on July 2, 2013, perform services in the areas of environmental, local government law, federal and state regulatory law, board meetings, research, review of contracts, drafting of contracts, Mississippi Attorney General Opinion requests, ethics opinions, real estate matters and compliance issues. This representation does not include litigation, aldermen or mayor outside of official capacity, aldermen or mayor in an action that is adverse to the City, employment and labor law matters, or bond issues.
- II. **PERIOD OF PERFORMANCE:** The term of this Agreement shall commence July 1, 2013 and shall expire no later than June 30, 2014 subject to renewal by appointment of the Southaven Board of Alderman.
- III. **COORDINATOR OF SERVICES:** The Firm shall provide the City with a single point of contact who will attend the City Board Meetings and coordinate the requested services within the Firm for the City.
- IV. **RELATIONSHIP OF PARTIES:** It is expressly understood and agreed that the Firm is an independent contractor and that the purchase of legal services is not based on an employer-employee relationship.
- V. **CONFLICTS:** In the event any conflict arises due to representation of the City in any manner, the parties agree to use good faith efforts to resolve the conflict in a mutually satisfactory manner.

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VI. **PAYMENT TERMS:** As full and complete compensation for the services to be provided hereunder, the City will pay the Firm at a flat rate of \$12,500.00 per month for the months of July, August and September. The City will then pay a flat rate of \$18,333.33 per month for remainder of this Agreement, which shall expire June 30, 2014. The City agrees to pay the Firm all reasonable expenses incurred as a result of its representation of the City in an amount not to exceed \$450.00 a month. In the event the Firm anticipates its expenses shall exceed \$450.00 in a given month, the Firm shall notify the City and the City shall either approve or disapprove of the extra expenses.

Each month the Firm shall submit to the City an invoice for payment of attorney's fees and all authorized expenses, which shall be paid within forty-five (45) days of receipt.

VII. **BOND COUNSEL:** In the event the City shall issue bonds, a separate fee shall be negotiated in good faith by the City and Firm, at the time of issuance.

VIII. **SEVERABILITY:** It is understood and agreed by the parties hereto that if any part, term or provision of this contractual agreement is by the courts or other judicial body held to be illegal or in conflict with any law of the State of Mississippi, the validity of the remaining portions or provisions shall not be affected and the obligations of the parties shall be construed in full force as if the Agreement did not contain that particular part, term, or provision held to be invalid.

IX. **MODIFICATION OR AMENDMENT:** Modifications or amendments to this contract may be made upon mutual agreement of the parties, in writing and signed by the parties hereto.

X. **PREVIOUS CONTRACTS:** All prior contracts agreed to by the City and Firm for general services shall be replaced by this Contract and the terms set forth herein.

XI. **TERMINATION:** Any party may terminate this contract at any time by giving written notice to the other parties of such termination and specifying the effective date thereof, at least seven (7) working days before the effective date of such termination. In the event of such, Firm shall be entitled to receive just and equitable compensation for any specific services completed to the date of termination in a satisfactory manner.

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XII. **PROTOCOL:** It is anticipated that the Mayor and Aldermen in their official capacities may have individual questions of the Firm regarding City Matters. As part of the Firm's research and opinion for each question of this type, the Firm shall make the individual request known to the entire City Board and thereafter also advise the entire City Board of its response to the question.

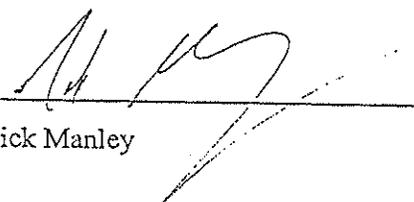
XIII. **HIPPA:** The City, through its Mayor, is authorized to execute any and all documents which may be required for HIPPA compliance.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first written above.

CITY OF SOUTHAVEN

By: 
Mayor Darren Musselwhite

BUTLER, SNOW, O'MARA, STEVENS & CANNADA, PLLC

By: 
Nick Manley

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157046	0	20892	8051	ABSOLUTE PRINT SOLUT	REPUBLICAN RUN OFF 5/21/13	\$3,409.34
3473224	111904	20892	6142	ACCESS POINT INC	PHONE SERVICES - SFD	\$215.15
71080	0	208511	12439	ALARMTEC SYSTEMS	ALARM SERVICES @ LIBRARY	\$75.00
54305	0	208916	92	ALL MAJOR APPLIANCE	ICE MACHINE REPAIR - COURT	\$96.99
151056-1355	0	208954	7361	AMERICAN PLANNING A	APA / AICP MEMBERSHIP DUES - W	\$440.00
112530	0	208530	883	AMERICAN TIRE REPAIR	CHOAT #467 TIRE REPAIR	\$135.00
112234	0	208923	883	AMERICAN TIRE REPAIR	FLAT REPAIR	\$20.00
111682	0	208529	883	AMERICAN TIRE REPAIR	TIRE REPAIR #467	\$93.40
111809	0	208931	883	AMERICAN TIRE REPAIR	U4 SERVICE CALL - MOUNT & DISMOUNT	\$110.00
581-4912186	0	208952	156	ARAMARK UNIFORM SERV	MATS @ CITY HALL	\$228.56
581-4871978	0	209118	156	ARAMARK UNIFORM SERV	MATS @ CITY HALL	\$228.56
581-4912185	0	208963	156	ARAMARK UNIFORM SERV	MATS @ COURT	\$108.21
581-4871977	0	209117	156	ARAMARK UNIFORM SERV	MATS @ COURT	\$108.21
30047421013	111905	208890	166	AT&T	PHONE SERVICES - SFD	\$108.19
30381481013	111905	208889	166	AT&T	PHONE SERVICES @ CITY HALL	\$416.67
393500561013	111906	208891	13136	AT&T	PHONE SERVICE @ PERFORMING ARTS CTR	\$152.12

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301696641013	111907	208896	1145	ATMOS ENERGY	5813 PEPPERCHASE - BLDG B	\$24.44
301501821013	111907	208895	1145	ATMOS ENERGY	6070 SNOWDEN LANE - PARKS	\$21.75
301547661013	111907	208902	1145	ATMOS ENERGY	6275 SNOWDEN LANE - PARKS	\$24.72
302065451013	111907	208901	1145	ATMOS ENERGY	6450 GETWELL - STATION 4	\$116.19
301525331013	111907	208894	1145	ATMOS ENERGY	7380 HWY 51 - PARKS	\$62.69
301967241013	111907	208093	1145	ATMOS ENERGY	8400 GREENBROOK PKWY	\$17.74
161897	0	209233	12588	AUTHORIZED EQUIPMENT	HYDRAULIC JACK REPAIRS	\$120.47
25213	0	208920	172	AUTOMATIC RAIN	IRRIGATION REPAIRS - ISLANDS @ STATELINE & 55	\$287.00
36848	0	209500	217	BILL SEXTON APPRISAL	ELMORE RD EASEMENT APPRAISAL	\$750.00
36847	0	209501	217	BILL SEXTON APPRISAL	ELMORE RD EASEMENT APPRAISAL	\$750.00
5736996	0	209224	663	BULLFROG AMOCO	PROPANE	\$80.00
STMT10005092	0	209110	17086	BUTLER SNOW	DESOTO POINTE - SEPT 2013	\$1,647.50
STMT10005091	0	209111	17086	BUTLER SNOW	GENERAL SERVICES - SEPT 2013	\$12,512.00
11943184	0	209079	1056	BWI MEMPHIS	TURFACE MVP	\$1,740.00
092513	0	208969	15869	C E ROBERTSON CONSTR	CLEARING OF BRUSH ALONG ROW (SWINNEAN OF ROSS CV)	\$975.00
13-09-09	0	208953	14405	C H CONSTRUCTION SER	REPAIR SINK HOLE @ 193 CUSTER	\$637.50
640841	0	208520	669	CAMPER CITY USA INC	EQUIPMENT REPAIR	\$117.00
1897-184177	0	208513	993	CARQUEST AUTO PARTS	AIR FILTER	\$11.24
IND1153709	0	209120	19588	CCP INDUSTRIES INC	GLOVES	\$105.06
APP9	0	208504	16525	CIVIL CONCEPTS, INC.	AUTUMN WOODS	\$70,608.06
716255592	0	209065	20758	COBURN SUPPLY COMPAN	CONCRETE PIPE FOR PARKS SHOP EXPANSION	\$1,347.20
1048682406	0	209067	630	COCA-COLA ENTERPRISE	COKES	\$504.00

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873341011013	0	209109	2351	COMCAST	2101 COLONIAL HILLS (PERFORMING ARTS CTR)	\$193.89
899023011013	0	209186	2351	COMCAST	GETWELL SCADA SERVICE	\$86.11
458907011013	111908	208898	2351	COMCAST	3335 PINE TAR ALLEY	\$917.26
894491011013	111908	208897	2351	COMCAST	INTERNET - UTILITY DEPT (GREENBROOK SCADA)	\$84.85
200416	0	209210	543	COMSERV SERVICES	3087 TRUCK VAULT INSTALLED	\$999.00
200394	0	209213	543	COMSERV SERVICES	3115 - EQUIPMENT INSTALL	\$2,033.00
201858	0	209211	543	COMSERV SERVICES	3117 - INSTALL EQUIPMENT FOR K9	\$600.00
201360	0	209212	543	COMSERV SERVICES	3117 ADDITIONAL EQUIP FOR K9 UNIT	\$364.00
199800	0	208978	543	COMSERV SERVICES	INSTALL TUF-LOCK BOX ON 293 (J KILLEBREW)	\$1,046.50
201208	0	209214	543	COMSERV SERVICES	M LITTLE - EQUIPMENT INSTALL	\$941.00
1119626	0	209082	18474	CORDOVA CONCRETE	CONCRETE FOR SOUTHERN PINES	\$634.50
282931	0	209204	836	COUNTRY FORD INC	3060 - REPLACE LEFT HEADLIGHT BULB / WIRING	\$76.25
282358	0	208922	836	COUNTRY FORD INC	REPAIR TO PLANNING VEHICLE	\$2,827.50
307400000039	0	209512	19311	CREDIT BUREAU SYSTEM	EMS COLLECTION SEPT 2013	\$1,392.44
SEPT2013	0	208998	962	CRIME STOPPERS	SEPT 2013 MTHLY COLLECTION	\$1,577.30
04-311690	0	209068	18557	CUBE ICE INC.	ICE - SNOWDEN BALL FIELDS	\$180.00
1371	0	209526	12576	D&J'S CLEANING SERVI	CLEANING @ PERFORMING ARTS CTR	\$100.00
1370	0	209525	12576	D&J'S CLEANING SERVI	CLEANING @ PERFORMING ARTS CTR	\$150.00
1372	0	209527	12576	D&J'S CLEANING SERVI	CLEANING @ PUBLIC WORKS	\$225.00
091913	0	209112	1363	DAVIS W. E. "SLUGGO"	RECORD DEEDS	\$36.00
XJ7DCTXP2	0	209133	342	DELL MARKETING LP	NEW SERVERS FOR IT	\$306.00
467023483P	0	209134	342	DELL MARKETING LP	NEW SERVERS FOR IT	\$40,099.14

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XJ7CJMNW7	0	209128	342	DELL MARKETING LP	SWITCH AND WARRANTY	\$2,111.90
XJ7DCRJT5	0	209127	342	DELL MARKETING LP	WINSVRDATA CRT 2012 OPERATING SOFTWARE	\$13,199.22
SEPT2013	0	208990	963	DEPT OF PUBLIC SAFET	SEPT 2013 IWRCF COLLECTION	\$5,319.49
74170	0	209665	500	DESOTO COUNTY ANIMAL	VET SERVICES	\$514.50
1444	0	209090	497	DESOTO COUNTY ELECTR	SERVICE CALL TO STATELINE & COMMERCE STREET	\$541.93
SEPT2013	0	209188	964	DESOTO COUNTY SHERIF	INMATE HOUSING SEPT 2013	\$9,920.00
09-2013	0	209189	964	DESOTO COUNTY SHERIF	INMATE MEDICAL SEPT 2013	\$249.47
18224	0	208962	6113	DESOTO TITLE, LLC	ELMORE RD TITLE UPDATES	\$400.00
CM228836A	0	209102	2394	DIAMOND INTERNATIONA	CREDIT - CORE CHARGE	\$-180.00
CM227532AA	0	209101	2394	DIAMOND INTERNATIONA	CREDIT #227532A	\$-655.03
CM223276A	0	209103	2394	DIAMOND INTERNATIONA	CREDIT - CORE CHARGE	\$-180.00
228836A	0	209006	2394	DIAMOND INTERNATIONA	INJECTOR	\$589.84
225703AA	0	209004	2394	DIAMOND INTERNATIONA	KIT	\$463.75
231134A	0	209100	2394	DIAMOND INTERNATIONA	KIT	\$463.75
228964A	0	209005	2394	DIAMOND INTERNATIONA	TENSIONER	\$266.64
S00952	0	208989	661	DITCH WITCH MID-SOUT	SERVICE ON BORING RIG	\$1,132.05
50473	0	209619	7947	DOMINO'S PIZZA	PIZZA FOR CONCESSIONS	\$5,660.26
14CA0000071	0	209200	1390	DPS CRIME LAB	NORWOOD / WIDMER - REFRESHER COURSE	\$1,800.00
6926	0	209206	13181	ELDRIDGE SERVICES	HVAC SERVICES - HEARTLAND CHURCH	\$560.00
7656	0	209524	13181	ELDRIDGE SERVICES	HVAC SERVICES @ 1320 BROOKHAVEN DR	\$280.00
A209197	0	208959	14581	ELECTRONIC VAULTING	OFFSITE STORAGE - SEPT 2013	\$1,900.00
33999	0	209122	17650	ELMORE RD VETERINARY	PROFESSIONAL SERVICES	\$772.50

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192	0	208913	12561	EMERGENCY MEDICAL RE	MED CONTROL OCT 2013	\$1,500.00
STMT77183	0	208961	4781	FAMILY MEDICAL CLINI	EMPLOYMENT SCREENINGS	\$275.00
MSSOU32717	0	209092	6590	FASTENAL	SCREWS / BIT DRIVER FOR PUMP PANELS	\$28.25
2-412-82778	0	208964	1137	FEDEX	SHIPPING - R SMITH	\$48.73
2-405-30475	0	209528	1137	FEDEX	SHIPPING CHARGES - PUBLIC WORKS	\$14.38
092513	0	208909	20762	FORD MICHELLE	SPORTS REFUND	\$55.00
NP39213130	0	209205	6819	FUELMAN	FUEL - SPD	\$8,113.82
NP39175953	0	209208	6919	FUELMAN	FUEL - SPD	\$8,864.11
NP39175977	0	208929	6919	FUELMAN	FUEL CARDS - SFD	\$100.98
6514970	0	209231	1130	G & C SUPPLY CO	STREET SIGN	\$24.95
6514969	0	209232	1130	G & C SUPPLY CO	STREET SIGN	\$49.90
109143	0	208928	650	G & W DIESEL SERVICE	SCBA TIREAD SAVER	\$94.50
1125	0	209663	9195	GAINES, ROBERT	SCADA SERVICES - SEPT 2013	\$4,335.00
6759	0	209203	474	GLEN'S GARAGE	3065 - REPLACED COOLING FANS / INSPECTION	\$160.00
6746	0	209202	474	GLEN'S GARAGE	GS0242 - REPLACED COOLING FANS	\$150.00
092013	0	209195	10525	GORDON LUCIA	YOGA INSTRUCTOR	\$240.00
092713	0	208917	20465	GRIFFIN RAVONDAL	SPECIAL PROSECUTOR 9/25 & 9/27	\$400.00
62446	0	209230	16182	H&H SERVICES GROUP	HVAC SERVICES @ CITY HALL	\$364.00
10989731	0	209097	3475	HANSON PIPE & PRECA	SEWER MANHOLE CONCRETE RISERS	\$540.00
309121059	0	209623	3538	HARDIN'S SYSCO	FOOD FOR CONCESSIONS	\$3,432.06
309260536	0	209624	3538	HARDIN'S SYSCO	FOOD FOR CONCESSIONS	\$3,822.51
400342475	0	208977	1899	HEARTLAND PUMP RENTA	PARTS FOR SUCTION HOSE	\$116.75

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093013	0	208915	15094	HEATH SHEILA	PETTY CASH	\$228.90
49185	0	209070	224	HERNANDO EQUIPMENT	FUEL CAP / FUEL LINE FOR POLE SAW #98	\$11.59
49224	0	209225	224	HERNANDO EQUIPMENT	MATERIALS FOR STREET REPAIRS	\$428.85
779931-237	0	209121	210	HILL MANUFACTURING CO	CLEANING SUPPLIES	\$248.10
220759369	0	209125	12713	HILL'S PET NUTRITION	FEED	\$187.78
220729977	0	209124	12713	HILL'S PET NUTRITION	FEED	\$194.14
311031	0	209216	189	HOMER SKELTON FORD	2271 - BATTERY TEST	\$49.71
IN34336	0	209908	20763	HOOD EQUIPMENT CO	PARTS FOR CASE BACKHOW REPAIR	\$1,047.87
02570001013	111909	208899	1388	HORN LAKE WATER ASSO	5813 PEPPERCIASE	\$805.25
06015001013	111909	208900	1388	HORN LAKE WATER ASSO	SEWER - SWEETWATER	\$9.75
ME601126MR	0	208966	989	ICM OF MEMPHIS	PARTS FOR SEWER MACHINES	\$1,554.98
125178	0	209130	1146	IDEAL CHEMICAL	(PER BID CONTRACT) CHLORINE	\$211.75
125176	0	209129	1146	IDEAL CHEMICAL	(PER BID CONTRACT) CHLORINE	\$592.00
125177	0	209131	1146	IDEAL CHEMICAL	(PER BID CONTRACT) CHLORINE	\$592.00
125179	0	209132	1146	IDEAL CHEMICAL	(PER BID CONTRACT) CHLORINE	\$635.25
CPZF1223374	0	209197	14326	INFORMATION INFORM	NCIC SUPPORT SEPT 2013	\$224.00
14031232	0	209071	826	JERRY PATE TURF & IR	TRIM WHEEL MOWER REPAIRS	\$912.98
092713	0	209074	4489	JOHNSON CINDY	AEROBICS INSTRUCTOR	\$315.00
091813	0	209073	4489	JOHNSON CINDY	AEROBICS INSTRUCTOR	\$450.00
0000009193	0	209126	11221	KIDDIE FIRE TRAINERS	WIRELESS PENDANTS	\$4,320.00
148459	0	209514	6706	LANDERS DODGE	08 MAGNUM - RECHARGE A/C	\$118.80
21506	0	208945	759	LEHMAN ROBERTS CO	PATCHING	\$68.88

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21608	0	208988	759	LEHMAN ROBERTS CO	PATCHING	\$110.88
21541	0	208947	759	LEHMAN ROBERTS CO	PATCHING	\$217.28
21630	0	208988	759	LEHMAN ROBERTS CO	PATCHING	\$225.68
21590	0	208987	759	LEHMAN ROBERTS CO	PATCHING	\$243.04
21576	0	208976	759	LEHMAN ROBERTS CO	PATCHING	\$360.08
21529	0	208946	759	LEHMAN ROBERTS CO	PATCHING	\$430.08
910053	0	209488	5044	LOWE'S HOME CENTERS,	CHAIRS FOR COMMAND TRAILER - SFD	\$37.92
913438	0	209468	5044	LOWE'S HOME CENTERS,	CHLORINE FOR NEW WATER LINES (UTILITY DEPT)	\$78.77
902879	0	209474	5044	LOWE'S HOME CENTERS,	COMAND TRAILER - SFD	\$49.68
914547A	0	209490	5044	LOWE'S HOME CENTERS,	COMMAND TRAILER - SFD	\$2.93
902900	0	209477	5044	LOWE'S HOME CENTERS,	COMMAND TRAILER - SFD	\$9.55
914002A	0	209495	5044	LOWE'S HOME CENTERS,	COMMAND TRAILER - SFD	\$9.84
909793	0	209485	5044	LOWE'S HOME CENTERS,	COMMAND TRAILER - SFD	\$9.90
902655	0	209497	5044	LOWE'S HOME CENTERS,	COMMAND TRAILER - SFD	\$10.97
902901A	0	209484	5044	LOWE'S HOME CENTERS,	COMMAND TRAILER - SFD	\$12.77
909257A	0	209486	5044	LOWE'S HOME CENTERS,	COMMAND TRAILER - SFD	\$19.89
902261	0	209473	5044	LOWE'S HOME CENTERS,	COMMAND TRAILER - SFD	\$21.82
909025	0	209479	5044	LOWE'S HOME CENTERS,	COMMAND TRAILER - SFD	\$45.42
909385	0	209478	5044	LOWE'S HOME CENTERS,	COMMAND TRAILER - SFD	\$55.41
910471	0	209483	5044	LOWE'S HOME CENTERS,	COMMAND TRAILER - SFD	\$125.46
903355	0	209472	5044	LOWE'S HOME CENTERS,	COMMAND TRAILER - SFD	\$287.90
917541	0	209499	5044	LOWE'S HOME CENTERS,	CREDIT - SFD	\$-158.20

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976625	0	209471	5044	LOWE'S HOME CENTERS,	CYPRESS MULCH FOR USE AT PARKS	\$5,765.00
902545	0	209470	5044	LOWE'S HOME CENTERS,	EXTENDABLE POLE SAW	\$149.48
902602	0	209487	5044	LOWE'S HOME CENTERS,	EXTENSION CORD - SFD	\$9.47
913063	0	209493	5044	LOWE'S HOME CENTERS,	FLOWER BED NEEDLES - STATION 3	\$12.17
975971	0	209476	5044	LOWE'S HOME CENTERS,	FRIG FOR COMMAND TRAILER - SFD	\$160.55
909978	0	209469	5044	LOWE'S HOME CENTERS,	GAS CANS (SHOP - UTILITY DEPT)	\$184.30
901996A	0	209489	5044	LOWE'S HOME CENTERS,	MATERIALS FOR RANGE - SPD	\$66.66
910723	0	209475	5044	LOWE'S HOME CENTERS,	MISC SUPPLIES - UTILITY DEPT	\$35.95
908189	0	209481	5044	LOWE'S HOME CENTERS,	PLEXICLASS (PARKS)	\$61.23
910035	0	209494	5044	LOWE'S HOME CENTERS,	RED STUCCO (PARKS)	\$13.28
914273A	0	209498	5044	LOWE'S HOME CENTERS,	SARGENT KEY - PARKS	\$7.12
914675	0	209491	5044	LOWE'S HOME CENTERS,	SUPPLIES - SFD	\$5.93
911868	0	209498	5044	LOWE'S HOME CENTERS,	SUPPLIES FOR STATION 1 & 3	\$9.55
909176	0	209467	5044	LOWE'S HOME CENTERS,	SWAT MATERIALS	\$39.82
914233	0	209492	5044	LOWE'S HOME CENTERS,	TRAILER SUPPLIES - SFD	\$4.10
910974	0	209480	5044	LOWE'S HOME CENTERS,	WASP SPRAY (PARKS)	\$81.12
909633	0	209482	5044	LOWE'S HOME CENTERS,	WASP SPRAY (PARKS)	\$135.36
73432	0	209081	3011	M & M PROMOTIONS	"FALL NATIONALS" TSHIRTS	\$832.65
127661	0	208942	179	M C HERRINGTON DISTR	OIL FOR WELLS	\$322.20
72185	0	208985	15888	MAC'S A/C & REFRIGER	HVAC SERVICES @ SUNRISE THRIFT STORE	\$128.00
10875	0	209002	14117	MADISON SIGNS	BUSINESS CARDS (ANIMAL CONTROL/ CLERKS OFFICE)	\$150.00
9904	0	209190	17210	MAIN STREET AUTOMOTI	O/C & ADDITIVE	\$50.96

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9866	0	209191	17210	MAIN STREET AUTOMOTI	REPAIRS TO TRUCK #816	\$133.58
730	0	208971	1320	MARTIN MACHINE WORKS	HITCH REINFORCEMENT ON 2013 FORD F550	\$316.00
731	0	209227	1320	MARTIN MACHINE WORKS	MOUNT JACKS ON TRAILER	\$495.00
092613	0	208925	13370	MARY J. GAIN	LINE DANCE INSTRUCTOR	\$120.00
50022784	0	209201	1092	MATTHEW BENDER & CO.	MS CODE 2013 CITATOR	\$56.43
092513	0	209076	16884	MCARTHUR MARGARET	ART INSTRUCTOR	\$105.00
082813	0	209077	16884	MCARTHUR MARGARET	ART INSTRUCTOR	\$105.00
093013	0	209000	18206	MCILWAIN EDITH	REIMBURSE AICPA MEMBERSHIP	\$221.00
081613	0	209001	18206	MCILWAIN EDITH	REIMBURSE LODGING / PER DIEM (JACKSON MS)	\$407.62
092413	0	209072	13302	MCMULLIN GLORIA	LINE DANCE INSTRUCTOR	\$240.00
0057839-IN	0	208974	18772	MEDICAL ACCOUNTS REC	AUG 2013 EMS BILLING SERVICE FEES	\$4,967.77
1140455-01	0	208914	13327	MEDICAL SPECIALITIES	O2 MASKS	\$511.31
0451381-IN	0	208938	1193	MEMPHIS BEARING AND	BEARINGS, OIL, SEAL REPAIR EQUIP	\$59.46
170391	0	208965	8159	MEMPHIS READY MIX	ROCK - 7244 SUNFLOWER COVE	\$192.00
170427	0	208973	8159	MEMPHIS READY MIX	ROCK - 7244 SUNFLOWER COVE	\$192.00
194594	0	208943	354	METER SERVICE AND SU	2" METER FOR ZAXBYS	\$620.00
194663	0	209107	354	METER SERVICE AND SU	GASKETS / CURB STOPS	\$1,120.00
78924A	0	209506	6685	MID SOUTH DIGITAL	FUSER FOR MAYORS PRINTER	\$335.25
23302	0	209219	19694	MID-SOUTH TELECOM	HVAC SERVICES TO IT DEPT	\$195.00
22963	0	209209	19694	MID-SOUTH TELECOM	SECURITY CAMERA SYSTEM FOR PARKS OFFICE	\$11,172.00
336	0	209621	10178	MISSISSIPPI USSSA	SEPT SHOWDOWN / WORLD SERIES BID	\$2,725.00
00234663	0	203113	1381	MUNICIPAL CODE CORPO	ORDINANCE SUPPLEMENT #31	\$331.80

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0000608	0	209236	1540	MURPHY & SONS, INC.	REPAIRS @ M R DAVIS LIBRARY	\$530.57
0000607	0	209625	1540	MURPHY & SONS, INC.	ROOF REPAIRS @ SNOWDEN GROVE	\$4,038.48
0000609	0	208936	1540	MURPHY & SONS, INC.	SIDING REPAIR @ SNOWDEN GROVE	\$1,479.64
30317365	0	209229	265	MYERS TIRE SUPPLY DI	TIRE REPAIR	\$39.58
047341	0	209069	1150	NAPA GENUINE PARTS C	AIR COMPRESSOR FOR GOLF COURSE	\$575.51
039623	0	208933	1150	NAPA GENUINE PARTS C	BATTERY BOX (NEW HOLLAND TRACTOR)	\$7.99
257593	0	208937	1447	NATURE'S EARTH PRODU	MULCH FOR SNOWDEN PARK	\$340.00
1300601CB	0	209522	14194	NAVEX_WEB	ANNUAL MAINTENANCE FEE -17% OF ORIGINAL PURCHASE	\$1,785.00
1012925.2	0	208956	1160	NEEL-SCHAFFER INC	DESOTO COUNTY STORMWATER	\$1,692.41
11465	0	208984	19861	NETNEARU CORP	MARCH 2013 MAGWAVE BILLING	\$9.60
11618	0	208983	19861	NETNEARU CORP	MAY 2013 MAGWAVE BILLING	\$3.20
092513	0	208999	20754	NEW MOUNTAIN INNOVAT	WEATHER RADIO FOR COMMAND TRAILER	\$1,299.00
89827	0	209622	1121	NEWTON TROPHY	FALL NATIONAL TROPHIES	\$3,294.00
51896	0	208932	691	NORTH MISSISSIPPI TI	U4 TIRES	\$270.29
578335	0	208934	1099	NORTH MS PEST CONTRO	MONTHLY SPRAYING - PARKS	\$738.00
592470091013	111910	208904	1105	NORTHCENTRAL ELECTRI	FREEMAN LANE 3750	\$392.38
592470011013	111910	208903	1105	NORTHCENTRAL ELECTRI	GOODMAN RD 3541 (COBBLESTONE LIFT STATION)	\$48.12
592470021013	111910	208905	1105	NORTHCENTRAL ELECTRI	MALONE RD	\$553.73
1257-124894	0	208968	7304	O'REILLYS AUTO PARTS	BOOSTER CABLES, RATCHET, VALVE CAPS	\$61.84
1257-124872	0	209096	7304	O'REILLYS AUTO PARTS	DIESEL EXHAUST FLUID - TRUCK 869	\$12.99
1257-124337	0	209222	7304	O'REILLYS AUTO PARTS	SPARK PLUGS / FUEL FILTER	\$5.28
1257-124019	0	209223	7304	O'REILLYS AUTO PARTS	SPRAY PAINT (SHOP)	\$20.07

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1615815038	0	209930	7600	OFFICE DEPOT	CHAIR, PROTECTORS, FOLDERS	\$440.03
1618221273	0	209502	7600	OFFICE DEPOT	IT SUPPLIES	\$160.54
1614204300	0	209982	7600	OFFICE DEPOT	IT SUPPLIES (HARD DRIVE)	\$69.99
677295990001	0	209114	7600	OFFICE DEPOT	LEGAL FILES (INVENTORY)	\$111.95
1616586084	0	209115	7600	OFFICE DEPOT	POST IT NOTES (INVENTORY)	\$216.20
1615300097	0	209116	7600	OFFICE DEPOT	SHARPIE MARKERS / SHIPPING TAGS (INVENTORY)	\$19.93
1615665415	0	208981	7600	OFFICE DEPOT	SUPPLIES FOR IT & SFD	\$29.27
1615865417	0	208980	7600	OFFICE DEPOT	SUPPLIES FOR SPD	\$99.99
54969186	0	209508	7504	PAETEC	PHONE SERVICE - PUBLIC WORKS	\$614.15
0186028	0	209123	983	PARAMOUNT UNIFORMS R	MATS @ ANIMAL SHELTER	\$5.00
0185374	0	208939	983	PARAMOUNT UNIFORMS R	MATS @ ARENA	\$38.00
0185363	0	208940	983	PARAMOUNT UNIFORMS R	MATS @ PERFORMING ARTS CTR	\$45.00
0185345	0	208924	983	PARAMOUNT UNIFORMS R	UNIFORMS (GOLF)	\$37.36
0185362	0	208935	983	PARAMOUNT UNIFORMS R	UNIFORMS (PARKS)	\$370.98
0186030	0	209217	983	PARAMOUNT UNIFORMS R	UNIFORMS - PUBLIC WORKS	\$27.78
0186031	0	209218	983	PARAMOUNT UNIFORMS R	UNIFORMS - PUBLIC WORKS	\$122.15
0186029	0	208972	983	PARAMOUNT UNIFORMS R	UNIFORMS - UTILITY DEPT	\$103.09
07438	0	209066	615	PAYNES LOCKSMITH SER	FIELD OF DREAM KEYS / (8) DUPLICATE KEYS	\$40.00
3234-0913	0	209106	1149	PEOPLES BANK, THE	ANNUAL ADMIN BOND FEE	\$1,750.00
3233-0913	0	209105	1149	PEOPLES BANK, THE	ANNUAL ADMIN BOND FEE	\$1,765.73
3201-0913	0	209104	1149	PEOPLES BANK, THE	ANNUAL ADMIN BOND FEE	\$2,000.00
3189-0913	0	209108	1149	PEOPLES BANK, THE	ANNUAL ADMIN BOND FEE	\$2,000.00

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3116-0913	0	209107	1149	PEOPLES BANK, THE	ANNUAL ADMIN BOND FEE	\$2,912.00
28032	0	209650	11997	POWER STREAM LLC	AUG 2013 STREAM BOARD MTG	\$523.96
28033	0	209651	11997	POWER STREAM LLC	SEPT 2013 STREAM BOARD MTG	\$520.89
175163	0	208967	370	REBEL EQUIPMENT & SU	GAS POWERED CHOP SAW	\$987.00
18427	0	209226	5714	REEL NEET EROSION CO	PICK OF TRASH - ROW	\$18,500.00
117464	0	209078	10865	RELIABLE EQUIPMENT	PARTS FOR WEEDEATERS	\$1,814.71
093013	0	209196	18047	ROBBINS JANICE	YOGA INSTRUCTOR	\$120.00
0066247	0	209093	8561	S & H SMALL ENGINES	CHAINSAW REPAIR	\$63.45
0066297	0	208970	8561	S & H SMALL ENGINES	ECIO CHAINSAW / POWERSHARP SYSTEM	\$349.94
66248	0	209094	8561	S & H SMALL ENGINES	REPAIRS TO POULAN CHAINSAW	\$63.45
0066246	0	208095	8561	S & H SMALL ENGINES	STIHL CHOPSAW REPAIRS	\$100.44
452968	0	209199	387	SHAPIRO UNIFORMS	G BARTON 2013 ALLOT (NEW HIRE)	\$21.40
452945	0	209207	387	SHAPIRO UNIFORMS	J COOPER 2013 ALLOT (NEW HIRE)	\$124.90
452974	0	208994	387	SHAPIRO UNIFORMS	J COTTEN BADGES (NEW HIRE)	\$64.85
452973	0	208995	387	SHAPIRO UNIFORMS	J COTTEN UNIFORM (NEW HIRE)	\$435.15
092513	0	208919	6991	SHUMAKE LES	SPECIAL JUDGE 9/25	\$400.00
89033	0	209215	611	SIGNS & STUFF	ANDERSON - FLAGS FOR UNIT	\$20.00
88877A	0	209509	611	SIGNS & STUFF	SHORT PAY ON ORIGINAL INVOICE 88877	\$30.00
89014	0	208941	611	SIGNS & STUFF	SIGNS @ CHERRY VALLEY	\$175.00
092513	0	209075	17200	SMITH JOYCE W	YOGA INSTRUCTOR	\$50.00
CS-124	0	208960	1101	SNAPPY WINDSHIELD	IT GMC - WINDOW REPLACEMENT	\$304.95
83167	0	208921	1102	SOUTHAVEN SUPPLY	8878 HWY 51 (CONDEMNED PROPERTY)	\$238.19

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83655	0	209099	1102	SOUTHAVEN SUPPLY	MISC SUPPLIES	\$615.94
1857	0	208944	1102	SOUTHAVEN SUPPLY	MISC SUPPLIES - UTILITY DEPT	\$382.13
83035	0	209228	1102	SOUTHAVEN SUPPLY	SHOP SUPPLIES	\$98.57
2747	0	209505	14403	SOUTHEASTERN SECURIT	EMPLOYMENT SCREENINGS	\$111.00
092613	111911	208906	18521	SOUTHERN TELECOMMUNI	PHONE SERVICE / ALARMS	\$1,652.81
092513	0	208918	2086	SPRIGGS STAGEY	SPECIAL PROSECUTOR 9/25	\$400.00
3193700719	0	208993	19739	STAPLES ADVANTAGE	DRY ERASE BOARD - COMMAND TRAILER	\$427.49
3193700726	0	208907	19739	STAPLES ADVANTAGE	HIGHLIGHTERS / PRONG FASTENERS	\$32.66
3208521992	0	209119	19739	STAPLES ADVANTAGE	INK / TONER (CLERKS OFFICE)	\$387.37
SEPT2013	0	208997	955	STATE TREASURER	SEPT 2013 MTHLY COLLECTION	\$73,423.98
FY2013	0	208951	16415	STATE TREASURER OF M	UNCLAIMED PROPERTY REPORT - FY2013	\$1,515.20
81650	0	209503	701	SUNBELT FIRE APPARAT	CRADLE ASSY	\$68.50
002-015108	0	209521	440	SUNRISE BUILDERS SUP	TREATED BOARDS FOR TRAILER	\$54.63
002-014954	0	208975	440	SUNRISE BUILDERS SUP	TREATED LUMBER	\$171.20
0112230-IN	0	209220	7500	SWEEPING CORPORATION	INTERSTATE 55 SWEEPING	\$2,061.32
0112231-IN	0	209221	7500	SWEEPING CORPORATION	RESIDENTIAL STREET SWEEPING SEPT 2013	\$12,974.62
394590	0	209091	5329	TENCARVA MACI INERY C	CHLORINE TABLETS (SEWER TREATMENT PLANTS)	\$776.00
W0310059629	0	209192	715	THOMPSON MACHINERY	GENERATOR REPAIRS @ GETWELL PLANT	\$2,411.70
827823103	0	209003	12388	THOMSON WEST	MS RULES OF COURT	\$517.50
24396	0	209098	313	TIM MOTE PLUMBING	2085 CHURCH RD - CLEANED GRINDER PUMP	\$150.00
1370	0	209507	775	TRAF MARK INC	STREET SIGNS	\$80.00
1371	0	209510	775	TRAF MARK INC	STREET SIGNS	\$652.00

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3383QB	0	209664	9591	TRI FIRMA	4871 BRIARTON DR (REPAIR SINKHOLE)	\$1,522.21
3382QB	0	209662	9591	TRI FIRMA	7244 SUNFLOWER COVE	\$3,119.56
3354QB	0	209052	9591	TRI FIRMA	HAUL AND GRADE CR160 FOR PARKS	\$6,743.23
3384QB	0	209661	9591	TRI FIRMA	HORN LAKE RD	\$5,288.89
3379QB	0	209620	9591	TRI FIRMA	SOUTHERN PINES PARK	\$5,382.16
3347QB	0	209053	9591	TRI FIRMA	WORK DONE ON PARKING LOT AT PARKS DEPT	\$10,752.39
TC2973	0	209235	469	TRI-STAR COMPANIES,	HVAC REPAIRS @ CITY HALL (3RD FLOOR)	\$222.20
106336	0	208955	20731	TYLER BUSINESS FORMS	PAYROLL CHECKS	\$157.83
168894	0	208957	19353	UMB BANK, N.A.	SIEMENS ESCROWAGENT FEE	\$900.00
7657984	0	209518	1114	UNION AUTO PARTS	COMPUTER - TRANSMISSION CONTROL MODULE	\$499.00
7687742	0	209518	1114	UNION AUTO PARTS	FREON (SHOP)	\$99.00
7688396	0	209194	1114	UNION AUTO PARTS	OIL (SHOP)	\$259.20
7687672	0	209515	1114	UNION AUTO PARTS	PARTS FOR AIR COMPRESSOR DRYER SYSTEM	\$246.26
7669512	0	209517	1114	UNION AUTO PARTS	SPARK PLUG EXTRACTOR	\$55.00
9712180232	0	208958	1095	VERIZON WIRELESS	SPD MIFITS	\$224.16
30406389	0	208949	2869	VULCAN CONSTRUCTION	RIPRAP - HORN LAKE RD	\$1,337.45
30406387	0	208948	2869	VULCAN CONSTRUCTION	RIPRAP - HORN LAKE RD	\$1,438.22
30406388	0	208950	2869	VULCAN CONSTRUCTION	RIPRAP - PEPPERCHASE	\$668.15
3000188	0	209089	8127	WASTE CONNECTIONS OF	3335 PINE TAR ALLEY	\$110.55
3002472	0	209084	8127	WASTE CONNECTIONS OF	7505 CHERRY VALLEY (FOOTBALL FIELDS)	\$251.25
3000226	0	209083	8127	WASTE CONNECTIONS OF	8925 SWINNEA (GOLF COURSE)	\$94.58
3004213	0	209519	8127	WASTE CONNECTIONS OF	CURBSIDE RECYCLING	\$42,560.00

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00107249	0	208996	17215	WELSCO, INC	OXYGEN	\$312.70
74685	0	208927	4854	WEST MEMPHIS FENCE &	CHAIN LINK FENCE - GREENBROOK	\$395.00
092713	0	208910	20761	WHITE KIERA KENDELL	CASH BOND REFUND	\$141.00
33200	0	209193	11134	WHITFIELD	ELECTRICAL REPAIRS @ GETWELL	\$1,380.00
33152	0	209523	11134	WHITFIELD	PLANT	\$94.16
33362	0	209080	11134	WHITFIELD	ELECTRICAL SERVICES @ COURT	\$619.46
7000746	0	209552	834	WILLOUGHBY INC	REPAIR SNOWDEN BALL FIELD LIGHTS (AFTER HRS) FUEL FOR FIRE STATIONS	\$5,969.20

Total Invoices Paid on this Docket: \$524,289.69

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5523	0	209151	12445	ACCURATE LAW ENFOR	A FENNELL 2014 ALLOT	\$152.95
5524	0	209150	12445	ACCURATE LAW ENFOR	D MOORE 2014 ALLOT	\$385.91
5513	0	209148	12445	ACCURATE LAW ENFOR	K GOFF 2014 ALLOT	\$64.98
5502	0	209152	12445	ACCURATE LAW ENFOR	N YORK 2014 ALLOT	\$67.98
100813	0	209280	10184	ACKERMAN JOHNNY	UMPIRE	\$325.00
24917	0	209574	20795	ADAIR JOSEPH OR MARY		\$1.81
24927	0	209584	17859	ADAMS HOMES LLC		\$112.37
9912942663	0	209436	8479	AIRGAS MID SOUTH	CYLINDER LEASE RENEWAL 11/13 - 10/14	\$195.10
24948	0	209605	20813	ALLSTAR MANAGEMENT		\$40.02
100813	0	209281	14489	ANDERSON GREGORY	UMPIRE	\$115.00
24897	0	209554	20776	ANTHONY BRENDA A.		\$12.72
581-4915653	0	209055	156	ARAMARK UNIFORM SERV	MATS @ CITY HALL	\$228.56
581-4915652	0	209009	156	ARAMARK UNIFORM SERV	MATS @ COURT	\$108.21
280836771013	0	209660	13136	AT&T	PHONE SERVICE - SOUT	\$180.72
092813	0	209659	1167	AT&T MOBILITY	6622800258 (ARENA)	\$67.63
301711681113	0	209042	1145	ATMOS ENERGY	8691 NORTHWEST DRIVE - SPD	\$130.77

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301501791113	0	209645	1145	ATMOS ENERGY	8710 NORTHWEST DR - PARKS	\$41.37
301775641113	0	209041	1145	ATMOS ENERGY	8779 WHITWORTH - PSD	\$26.10
301886441013	0	209646	1145	ATMOS ENERGY	8889 NORTHWEST DR - SPD	\$31.07
100313	0	209016	20766	AUSTIN PEGGY JANE	ELMORE RD LAND ACQUISITION	\$6,720.00
0009457575	0	209050	3874	AUTO ZONE	BUBLS FOR 201 (R THORNTON)	\$20.65
24879	43187	209882	9574	BANK OF NEWALBANY	BONDS SERIES 2005A AND 2005B PRIN AND INT	\$941,884.45
705604	0	209165	11493	BARNEY'S POLICE &	SHOTGUN	\$936.99
100813	0	209340	16045	BARTLEY COURTNEY	SCOREKEEPER	\$132.00
374-245286	0	209538	13650	BATTERIES PLUS	3V LITHIUM COIN BATTERY	\$2.99
100813	0	209282	9480	BAXTER ED	UMPIRE	\$320.00
100813	0	209237	8764	BEASLEY GARY	FOOTBALL REF	\$210.00
10-08-13	0	209283	8764	BEASLEY GARY	UMPIRE	\$273.00
100813	0	209284	18711	BENBOW RAYMOND	UMPIRE	\$180.00
100813	0	209285	16175	BLACK DAVID	UMPIRE	\$332.00
2667	0	209395	20065	BLC OF MS LLC	1118 BRANDYWINE (10/2)	\$84.00
2661	0	209389	20065	BLC OF MS LLC	1140 HALEVILLE DR (10/3)	\$84.00
2680	0	209368	20065	BLC OF MS LLC	1142 PARKVIEW CIRCLE N (10/4)	\$84.00
2665	0	209393	20065	BLC OF MS LLC	1144 RICHLAND DRIVE (10/2)	\$84.00
2665	0	209373	20065	BLC OF MS LLC	1395 JEWEL DR (10/4)	\$84.00
2656	0	209365	20065	BLC OF MS LLC	1759 NORTHFIELD DR (10/3)	\$84.00
2674	0	209401	20065	BLC OF MS LLC	1765 MADISON AVE (10/2)	\$84.00
2675	0	209403	20065	BLC OF MS LLC	1826 CHERRY CREEK DR (10/2)	\$84.00

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2683	0	209371	20065	BLC OF MS LLC	1839 ROY DR (10/4)	\$84.00
2655	0	209383	20065	BLC OF MS LLC	1860 COLONIAL HILLS DRIVE (10/3)	\$84.00
2676	0	209404	20065	BLC OF MS LLC	1883 CRESCENT LANE (10/2)	\$84.00
2657	0	209384	20065	BLC OF MS LLC	1925 CORAL HILLS DRIVE (10/3)	\$84.00
2653	0	209382	20065	BLC OF MS LLC	2220 ASHLAND DRVIE (10/3)	\$84.00
2686	0	209374	20065	BLC OF MS LLC	2233 HEATHER RIDGE (10/4)	\$84.00
2658	0	209386	20065	BLC OF MS LLC	2273 ASIILAND DRIVE (10/3)	\$84.00
2687	0	209375	20065	BLC OF MS LLC	2275 ANSLEY PARK LANE N (10/4)	\$84.00
2690	0	209378	20065	BLC OF MS LLC	2880 MALABAR PL (10/4)	\$84.00
2688	0	209376	20065	BLC OF MS LLC	3393 JACOB LANE (10/4)	\$84.00
2689	0	209377	20065	BLC OF MS LLC	3478 NICIOLAS LANE (10/4)	\$84.00
2668	0	209386	20065	BLC OF MS LLC	392 HILLBROOK (10/2)	\$84.00
2692	0	209379	20065	BLC OF MS LLC	5787 ALEXANDRIA LN (10/4)	\$84.00
2694	0	209381	20065	BLC OF MS LLC	5820 WESTMINISTER LANE (10/4)	\$84.00
2673	0	209402	20065	BLC OF MS LLC	681 GOODMAN (10/2)	\$84.00
2693	0	209380	20065	BLC OF MS LLC	731 BURTON LANE (10/4)	\$84.00
2681	0	209369	20065	BLC OF MS LLC	7395 BRIDLE COVE (10/4)	\$84.00
2672	0	209400	20065	BLC OF MS LLC	7660 BROOKWOOD PL (10/2)	\$84.00
2664	0	209382	20065	BLC OF MS LLC	7695 ANNESDALE DR (10/2)	\$84.00
2682	0	209370	20065	BLC OF MS LLC	7730 MARY PAYTON DR (10/4)	\$84.00
2669	0	209397	20065	BLC OF MS LLC	8105 MARTHA ANN (10/2)	\$84.00
2707	0	209415	20065	BLC OF MS LLC	8125 CHARLESTON (10/2)	\$344.00

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2684	0	209372	20065	BLC OF MS LLC	8140 MARTIN DR (10/4)	\$84.00
2678	0	209366	20065	BLC OF MS LLC	8161 LODEN COVE (10/4)	\$84.00
2663	0	209391	20065	BLC OF MS LLC	8170 CHESTERFIELD (10/3)	\$84.00
2679	0	209367	20065	BLC OF MS LLC	8202 MARY PAYTON DR (10/4)	\$84.00
2670	0	209398	20065	BLC OF MS LLC	8241 ASHBROOK (10/2)	\$84.00
2677	0	209385	20065	BLC OF MS LLC	8294 GRAYCE DR (10/4)	\$84.00
2659	0	209388	20065	BLC OF MS LLC	8314 WHITEHEAD DR (10/3)	\$84.00
2671	0	209399	20065	BLC OF MS LLC	8615 BRDIGEWOOD (10/2)	\$84.00
2680	0	209387	20065	BLC OF MS LLC	8667 YORKTOWN (10/3)	\$84.00
2666	0	209394	20065	BLC OF MS LLC	8740 WHITWORTH (10/2)	\$84.00
2662	0	209390	20065	BLC OF MS LLC	8754 YORKTOWN DR (10/3)	\$84.00
2695	0	209175	20065	BLC OF MS LLC	CUT TRAINING CTR (10/7)	\$925.00
2703	0	209414	20065	BLC OF MS LLC	ISLANDS ON SOUTHCREST PARKWAY (9/24)	\$168.00
2702	0	209413	20065	BLC OF MS LLC	ISLANDS ON SOUTHCREST PARKWAY (9/10)	\$168.00
2704	0	209405	20065	BLC OF MS LLC	MDOT STATELINE & 55 (10/1)	\$1,328.00
2705	0	209406	20065	BLC OF MS LLC	MDOT STATELINE & NORTHWEST (10/1)	\$416.00
2699	0	209411	20065	BLC OF MS LLC	PARCEL 208101000000213 (10/3)	\$328.00
2698	0	209410	20065	BLC OF MS LLC	PARCEL 2081011100001500 (10/4)	\$470.00
2700	0	209412	20065	BLC OF MS LLC	PARCEL 2081011100002000 (10/3)	\$328.00
2696	0	209408	20065	BLC OF MS LLC	PARCEL 2081011100002600 (10/5)	\$266.00
2697	0	209409	20065	BLC OF MS LLC	PARCEL 2081011100002700 (10/5)	\$266.00
2706	0	209407	20065	BLC OF MS LLC	WE ROSS PARKWAY (10/6)	\$1,704.00

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100813	0	209286	18938	BOLER JOEY	UMPIRE	\$180.00
100813	0	209287	14504	BOREN, STEPHEN	UMPIRE	\$251.00
100813	0	209288	1043	BOSLEY, JEFF	UMPIRE	\$142.00
100813	0	209238	18755	BOYLAN JESSIE LEE	FOOTBALL REF	\$330.00
24921	0	209578	18896	BRAMBLES RETIREMENT		\$50.00
24931	0	209588	19197	BRANNON BUILDERS - C		\$105.90
100713	0	209448	6759	BRASHER LARRY R	REIMBURSE MEALS - NATL FIREFIGHTER MEMORIAL	\$162.11
100813	0	209341	18631	BROWN ALISSA JORDAN	SCOREKEEPER	\$40.00
100813	0	209342	18625	BROWN BELLE	SCOREKEEPER	\$30.00
24899	0	209556	20778	BROWN SHUNDRA & SEDR		\$22.04
100713	0	209550	20768	BROWN THERESA	BUILDING REFUND	\$500.00
09370286.00	0	209540	185	BROWNELL'S INC	BOLT UPGRADE KIT (RANGE)	\$768.53
24906	0	209563	20785	BRUSS TIMOTHY B		\$50.00
5139060	0	209173	663	BULLFROG AMOCO	PROPANE	\$80.00
13-10-03	0	209531	14405	C H CONSTRUCTION SER	8181 MARTIN DR (REPAIR DRAINAGE PROBLEM)	\$550.00
13-10-02	0	209532	14405	C H CONSTRUCTION SER	TRIM CRYPE MYRTLES	\$1,400.00
100613	0	209432	20769	CAMP MCCAIN BILLETIN	(16) OFFICERS - LODGING DURING MTOA CONF	\$864.00
100813	0	209239	18178	CAMPBELL PATRICK	FOOTBALL REF	\$140.00
1897-185048	0	209457	993	CARQUEST AUTO PARTS	SHOP SUPPLIES	\$6.32
1897-185011	0	209456	993	CARQUEST AUTO PARTS	SHOP SUPPLIES	\$13.18
100813	0	209252	11133	CARSON ANITA	SOCCER REF	\$50.00
100813	0	209253	2574	CARSON, MICHAEL A	SOCCER REF	\$390.00

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100113	0	209012	16889	CENTER FOR GOVERNMENT	T MASTIN MCCA MID-WINTER CONFERENCE	\$150.00
32436	0	209458	16158	CENTRAL BATTERY	BATTERY FOR MOSQUITO SPRAY RIG	\$60.00
100813	0	209343	13220	CHAFFIN, DANIELLE	SCOREKEEPER	\$20.00
24928	0	209585	18237	CHAMBLISS BUILDERS		\$112.28
100813	0	209254	13940	CHANDLER NICHOLAS	SOCCER REF	\$100.00
100813	0	209255	18076	CHENOWETH BRANDON	SOCCER REF	\$140.00
100813	0	209289	8913	CLABO DARIEN	UMPIRE	\$321.00
100813	0	209290	18757	CLAYTON DONNIE	UMPIRE	\$284.00
100813	0	209291	10287	CLYNES DENNIS	UMPIRE	\$262.00
1048745108	0	209142	630	COCA-COLA ENTERPRISE	COKE	\$2,112.00
24947	0	209604	20812	COLEMAN NEATHA BELLE		\$50.00
100813	0	209433	20770	COMFORT SUITES	CONF#308500798 LODGING FOR PATC COURSE	\$252.00
39090	0	209420	17845	CONCERN	OCT 2013 BILLING	\$412.50
100813	0	209292	2751	COOK GEORGE	UMPIRE	\$174.00
100813	0	209293	1073	COOPER JAMES	UMPIRE	\$219.00
219150	0	209159	3554	CORNERSTONE LAB	LAB TEST FOR TRINITY WWP	\$75.00
100813	0	209256	18126	CORREA JULIO	SOCCER REF	\$155.00
24952	0	209609	20817	COX JAMES R		\$50.00
672409825	0	209543	19948	CRITICAL ALERT	PAGERS - SPD	\$616.28
100813	0	209240	2729	CURBOW JOSHI	FOOTBALL REF	\$120.00
1375	0	209178	12576	D&J'S CLEANING SERVI	CLEANING @ PERFORMING ARTS CTR	\$100.00
1374	0	209176	12576	D&J'S CLEANING SERVI	CLEANING @ PERFORMING ARTS CTR	\$150.00

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1376	0	209179	12576	D&J'S CLEANING SERVI	CLEANING @ PUBLIC WORKS	\$225.00
1373	0	209177	12576	D&J'S CLEANING SERVI	CLEANING @ SPD	\$995.00
100213	0	209058	20759	DAMARE MARY LYNN	SPECIAL JUDGE 10/2/13	\$400.00
100813	0	209294	10197	DANIEL TYLER	UMPIRE	\$293.00
100813	0	209295	16707	DAVIS LONNIE	UMPIRE	\$204.00
100813	0	209296	13391	DAVIS, PERRY	UMPIRE	\$213.00
24909	0	209566	20788	DEMIEN ERIC		\$3.09
100813	0	209257	19358	DENTON KATELYN	SOCCER REF	\$175.00
100813	0	209297	11651	DERTINGER RICHARD	UMPIRE	\$204.00
24904	0	209561	20783	DESOTO HONDA		\$50.00
18257	0	209418	6113	DESOTO TITLE, LLC	SEWER EASEMENTS - HURRICANE CREEK PUMP	\$350.00
251190A	0	209047	2394	DIAMOND INTERNATIONA		\$183.36
100813	0	209258	19854	DICKERSON MATTHEW	SOCCER REF	\$95.00
100813	0	209259	11508	DOCKERY LAWRENCE	SOCCER REF	\$345.00
100813	0	209260	15547	DOCKERY PATRICK	SOCCER REF	\$235.00
24942	0	209599	20807	DOMINO'S PIZZA (DAVI		\$6.44
100813	0	209261	20749	DONALDSON JORDAN	SOCCER REF	\$195.00
100813	0	209241	18081	DOVER LARRY	FOOTBALL REF	\$530.00
14CL0000431	0	209542	1390	DPS CRIME LAB	ANALYTICAL FEES (OCT 2013)	\$750.00
7602960111	0	209045	12785	DRURY INN	LODGING - R HAVENS	\$97.20
7602870111	0	209046	12785	DRURY INN	LODGING D BOUNDS	\$97.20
100813	0	209344	18598	DUNLAP RACHEL	SCOREKEEPER	\$40.00

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100313	0	209451	20760	EALY CELESIA	CASH BOND REFUND	\$341.00
2722	0	209010	4640	ECHOLS GROUP	LOBBYING OCT 2013	\$1,500.00
100813	0	209298	14906	EDGE JEFFREY	UMPIRE	\$434.00
100813	0	209345	17412	ELDRED KALEY	SCOREKEEPER	\$50.00
7704	0	209422	13181	ELDRIDGE SERVICES	HVAC SERVICES @ HEARTLAND CHURCH - 385 MAIN ST	\$170.00
100813	0	209299	18765	EMBREY MICHAEL	UMPIRE	\$360.00
508813091113	0	209642	966	ENTERGY	1005 CHURCH RD W	\$26.65
176270841113	0	209017	966	ENTERGY	170 COLLEGE RD	\$3,911.74
874909841113	0	209040	966	ENTERGY	2017 STAR LANDING WATER TOWER	\$95.86
683870341113	0	209634	966	ENTERGY	249 GOODMAN	\$83.43
1075999531113	0	209033	966	ENTERGY	2543 GEM STREET (HARNANDO)	\$49.32
761941741113	0	209028	966	ENTERGY	303 LONG STREET	\$32.52
187578311113	0	209037	966	ENTERGY	3401 WOODLAND TRACE N	\$149.40
168377831113	0	209031	966	ENTERGY	4005 COLLEGE RD	\$19.75
792402051113	0	209637	966	ENTERGY	4154 DAVIS RD - ST CLAIR LIFT STATION	\$16.23
176259481113	0	209019	966	ENTERGY	SEWER 4446 AIRWAYS	\$1,743.08
168531521113	0	209643	966	ENTERGY	483 CHURCH RD	\$32.01
168380051113	0	209032	966	ENTERGY	4830 AIRWAYS	\$18.24
168517351113	0	209644	966	ENTERGY	5795 PEPPERCHASE	\$44.38
980501801113	0	209629	966	ENTERGY	5813 PEPPERCHASE	\$10.44
168331211113	0	209628	966	ENTERGY	5813 PEPPERCHASE	\$1,900.17
176235701113	0	209039	966	ENTERGY	6052 ELMORE SIREN	\$23.57

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1081638251113	0	209626	966	ENTERGY	6145 AIRWAYS	\$49.49
176247431113	0	209627	966	ENTERGY	6200 GETWELL SIREN	\$23.49
594788671113	0	209641	966	ENTERGY	6345 AIRWAYS	\$27.35
594789411113	0	209640	966	ENTERGY	6610 AIRWAYS	\$25.02
637991831113	0	209639	966	ENTERGY	6715 HOSPITALITY RD	\$123.66
585229541113	0	209630	966	ENTERGY	6875 AIRWAYS	\$25.94
850563981113	0	209636	966	ENTERGY	750 BROOKSIDE RD	\$19.40
527304701113	0	209638	966	ENTERGY	85 CHURCH RD E	\$27.43
912245351113	0	209632	966	ENTERGY	992 CHURCH RD E	\$22.80
854916601113	0	209633	966	ENTERGY	CHANCEY COVE LOT 4	\$32.95
876464101113	0	209020	966	ENTERGY	CHERRY TREE LIFT STATION	\$66.18
605725261113	0	209027	966	ENTERGY	GROVE MEADOWS LIFT STATION	\$44.51
439811021113	0	209030	966	ENTERGY	LAKES OF NICHOLS LIFT STATION	\$50.60
605724761113	0	209021	966	ENTERGY	LEGENDS LAGOON	\$238.20
1108220041113	0	209631	966	ENTERGY	MS 302 @ GETWELL (TRAFFIC LIGHTS)	\$66.00
190757041113	0	209635	966	ENTERGY	MS 302 @ TCHULAHOMA	\$71.67
571531321113	0	209018	966	ENTERGY	NEW BERRY LIFT STATION	\$18.84
1089972211113	0	209034	966	ENTERGY	STAR LANDING SIREN	\$19.73
1104461011113	0	209035	966	ENTERGY	STEWARTSHIRE LIFT STATION	\$204.50
157656701113	0	209038	966	ENTERGY	SWEETWATER ST	\$540.59
193387141113	0	209029	966	ENTERGY	TURMAN DRIVE	\$137.74
197576581113	0	209036	966	ENTERGY	WOODLAND TRACE S	\$12.33

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9401091438	0	209007	13901	ERGON	ASPHALT	\$198.98
MSSOU32796	0	209423	6590	FASTENAL	MATERIALS	\$6.94
100813	0	209300	8255	FENNELL CHUCK	UMPIRE	\$105.00
100813	0	209301	1064	FERGUSON BRIAN	UMPIRE	\$187.00
100813	0	209346	19810	FISHER BRITNEY	SCOREKEEPER	\$164.00
24914	0	209571	20793	FOCUS REALTY		\$4.66
NP39340283	0	209534	6919	FUELMAN	FUEL - SPD	\$7,528.12
86083	0	209421	2476	FUELMASTER	KEYS FOR FUEL	\$142.80
24957	0	209614	20821	FULGHUM DORIS JUNE		\$22.94
109242	0	209053	650	G & W DIESEL SERVICE	SCBA REPAIRS TO VALVE	\$104.37
100813	0	209302	4615	GABBERT JAMIE	UMPIRE	\$338.00
100813	0	209303	6904	GABBERT SCOTT	UMPIRE	\$189.00
100813	0	209262	20728	GAGNE ALEXANDER	SOCCER REF	\$75.00
100813	0	209263	16421	GAGNE ASHER	SOCCER REF	\$95.00
100813	0	209264	18075	GARCIA ARIANNA	SOCCER REF	\$160.00
24938	0	209595	20803	GARNER ANTHONY		\$25.11
24953	0	209610	20818	GARROTT IAN		\$55.60
1102058239	0	209435	494	GATEWAY TIRE & SERVI	TIRE	\$109.45
100813	0	209304	19961	GEESLIN DALE	UMPIRE	\$367.00
24937	0	209594	20802	GOODSON AMANDA RUTH		\$76.57
901818639	0	209168	19912	GOODYEAR TIRE	RECYCLE TRAILER TIRES	\$167.68
901818638	0	209156	19912	GOODYEAR TIRE	TIRES (SHOP INVENTORY)	\$651.35

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100413	0	209437	10525	GORDON LUCIA	YOGA INSTRUCTOR	\$270.00
14318726	0	209424	18342	GREAT AMERICA LEASIN	AUDIO SYSTEM @ SPD	\$276.06
14312882	0	209155	18342	GREAT AMERICA LEASIN	CAMERA SYSTEM @ SPD	\$1,129.00
100413	0	209454	20465	GRIFFIN RAVONDA L	SPECIAL PROSECUTOR 10/2 & 10/4	\$400.00
100813	0	209347	20456	GRONKE TOYA ANN	SCOREKEEPER	\$92.00
2011-209	0	209419	14093	GROVE MEADOWS	ANNUAL DUES (10/13 - 9/14)	\$500.00
24951	0	209608	20816	GUERIERI GEORGE E		\$15.00
24920	0	209577	20798	GULEFF CHRISTOPHER		\$31.60
100813	0	209305	3031	HABERSTROH CHASE	UMPIRE	\$417.00
100813	0	209306	17552	HALE DONNIE	UMPIRE	\$208.00
100813	0	209277	14331	HALL ROBERT	SOFTBALL	\$430.00
24954	0	209611	20819	HAMILTON JEANIE & RO		\$46.71
100813	0	209243	13307	HAMILTON, MARTIN	FOOTBALL REF	\$240.00
100813	0	209242	6776	HAMM SAMUEL	FOOTBALL REF	\$240.00
10-08-13	0	209307	6776	HAMM SAMUEL	UMPIRE	\$115.00
310030917	0	209443	3538	HARDIN'S SYSCO	FIRE SAFETY DAY (BUNS / CHIPS)	\$464.91
310030918	0	209444	3538	HARDIN'S SYSCO	HOT DOGS	\$228.60
24940	0	209597	20805	HARVEST OF LIFE		\$81.17
100813	0	209308	20712	HATCHER ANTHONY	UMPIRE	\$302.00
24922	0	209579	20799	HAUSMANN LEESA		\$36.02
100813	0	209309	16579	HAYES ROBERT	UMPIRE	\$288.00
B555098	0	209161	11578	HD SUPPLY WATERWORK	LAB TESTING SUPPLIES FOR WASTEWATER PLANT	\$77.94

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Invoice #	Check#	Voucher #	Vendor #	Vendor Name	Invoice Description	Invoice Amnt
B564448	0	209154	11578	HD SUPPLY WATERWORK	PVC PIPE FOR SEWER PIT INSTALL - COLLEGE RD	\$402.00
B506005	0	209162	11578	HD SUPPLY WATERWORK	SBEC WATER MAIN RELOCATE	\$2,272.28
447	0	209163	14108	HERO GEAR	K GOFF 2014 ALLOT	\$150.00
441	0	209164	14108	HERO GEAR	W PERKINS 2014 ALLOT	\$54.00
24915	0	209572	20794	HERRADA LAURA KRISTE		\$38.02
100813	0	209265	20725	HILL MASON	SOCCER REF	\$25.00
100813	0	209310	9479	HILL ROBERT	UMPIRE	\$302.00
100813	0	209180	10297	HOLLAND JAMES	ON-CALL JUDGE (10/4 - 10/8)	\$500.00
100413	0	209147	20767	HOLLIDAY LEE	PER DIEM - JACKSONVILLE, FL (IPTM COURSE)	\$533.00
24896	0	209553	20775	HOLLINGSWORTH CHASTI		\$26.73
311143	0	209049	189	HOMER SKELTON FORD	7003 - U3 CHECK ENGINE LIGHT	\$670.76
100813	0	209311	8871	HONORABLE ROZELLE	UMPIRE	\$410.00
100813	0	209348	17408	HOOPER ELIZABETH	SCOREKEEPER	\$96.00
24918	0	209575	20796	HORVATH DANIEL J & S		\$50.00
100813	0	209266	10115	HOUGUE ALEX LANDEN	SOCCER REF	\$280.00
24913	0	209570	20792	HOWELL ERIC - RENTAL		\$36.02
100813	0	209545	20774	HUTCHESON JAMES & NI	ELMORE RD ACQUISITION	\$596.00
30167	0	209149	949	INTEGRATED COMMUNICA	OCT 2013 SERVICE AGREEMENT (SIRENS)	\$1,860.00
16557	0	209426	14714	INTEGRATED WIRELES	ANNUAL AIRTIME BILLING (RADIO EQUIP) 10/13 - 9/14	\$4,680.00
500026970	0	209183	20490	INTERSTATE BATTERY S	LAWN MOWER BATTERY	\$55.00
HSY5172	0	209652	12714	IRON MOUNTAIN	SECURE STORAGE	\$89.60
24924	0	209581	19644	J L M INVESTMENT PRO		\$107.47

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INV28629	0	209158	4494	J R STEWART	FLOAT SWITCH FOR LIFT STATION	\$1,193.92
100813	0	209312	13175	JAKE JACOBSON	UMPIRE	\$311.00
24907	0	209564	20786	JAMAN CAROLINE		\$23.39
100813	0	209349	6656	JAMES LORRE L	SCOREKEEPER	\$60.00
100813	0	209313	2742	JEFFERSON WILLIE	UMPIRE	\$327.00
24935	0	209592	9672	JOHNNY COLEMAN BLDRS		\$106.36
24933	0	209590	9672	JOHNNY COLEMAN BLDRS		\$111.92
24930	0	209567	9672	JOHNNY COLEMAN BLDRS		\$112.37
100413	0	209439	4489	JOHNSON CINDY	AEROBICS INSTRUCTOR	\$315.00
100813	0	209267	10117	JOHNSON KEITH JR.	SOCCER REF	\$220.00
100813	0	209268	16995	JOHNSON KEVIN	SOCCER REF	\$210.00
100813	0	209143	10869	JONES JORDAN	2014 CLOTHING ALLOT	\$600.00
100813	0	209350	20617	JONES MALLORIE	REIMBURSEMENT SCOREKEEPER	\$40.00
1310-3	0	209044	2034	JONES-DAVIS & ASSOCI	FLOOD STUDY	\$3,832.38
100813	0	209314	13551	KANT, THOMAS C	UMPIRE	\$215.00
100813	0	209351	18627	KENNEDY NICHOLAS	SCOREKEEPER	\$70.00
100813	0	209269	18073	KLINCK ANDREW	SOCCER REF	\$130.00
100813	0	209270	15544	KLINCK MATTHEW	SOCCER REF	\$215.00
100813	0	209271	15545	KLINCK ZACHARY A	SOCCER REF	\$415.00
24908	0	209565	20787	KNOTTS TERENCE		\$29.77
24929	0	209596	20801	KREUNEN CONST		\$83.06
24934	0	209591	20777	KREUNEN KIM		\$91.37

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24898	0	209555	20777	KREUNEN KIM		\$624.72
100813	0	209315	11921	LAMPING, CHAD	UMPIRE	\$75.00
21700	0	209054	759	LEHMAN ROBERTS CO	PATCHING	\$103.04
21739	0	209137	759	LEHMAN ROBERTS CO	PATCHING	\$206.64
24949	0	209606	20814	LEONARD DANA L		\$27.22
196239	0	209536	3626	LIBERTEL ASSOCIATES	Y-CORD FOR DISPATCH	\$73.21
100813	0	209316	18760	LICCI JOE	UMPIRE	\$115.00
24916	0	209573	14155	LIFESTYLE / RW INVES		\$27.35
100813	0	209431	20772	LONG BRIAN	SPORTS REFUND	\$45.00
24943	0	209600	20808	MACO-KLIPFEL LLC		\$67.94
100813	0	209272	20726	MALONE AUSTIN	SOCCER REF	\$30.00
100813	0	209317	1051	MALONE TERRY	UMPIRE	\$1,291.00
10613	0	209446	14438	MALONE TERRY	REPAIRS @ CHERRY VALLEY	\$90.00
24959	0	209616	18999	MANNING MALCOLM E		\$68.50
24902	0	209559	20781	MAURICE-KENNETH THOM		\$24.20
100213	0	209441	16884	MCARTHUR MARGARET	ART INSTRUCTOR	\$105.00
100813	0	209273	20747	MCCLENDON LARRY	SOCCER REF	\$220.00
100713	0	209440	18140	MCLENNAN KENNETH F	CLEANING SNOWDEN HOUSE & TENNIS CTR	\$300.00
24923	0	209580	20800	MCRAE CONSTRUCTION		\$50.00
35323	0	209139	305	MEMPHIS ICE MACHINE	REPAIRS TO ICE MACHINE (GOLF COURSE)	\$154.81
35327	0	209535	305	MEMPHIS ICE MACHINE	SERVICE ICEMAKER - SPD	\$87.31
100813	0	209416	20773	MEREDITH MADISON	SCOREKEEPER	\$20.00

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Invoice #	Check#	Voucher #	Vendor #	Vendor Name	Invoice Description	Invoice Amnt
194792	0	209486	354	METER SERVICE AND SU	CURBSTOPS & SEWER TAPE	\$1,742.00
194790	0	209546	354	METER SERVICE AND SU	GATE VALVE	\$298.00
194791	0	209465	354	METER SERVICE AND SU	NUTS & WASHERS FOR BRASS PARTS	\$369.10
23406	0	209169	19694	MID-SOUTH TELECOM	PHONE SERVICE @ COURT	\$204.00
24946	0	209603	20811	MILAM PHYLLIS & MARK		\$36.47
100813	0	209318	17893	MILLER PEYTON	UMPIRE	\$142.00
100813	0	209319	12494	MILTON QUINTIN	UMPIRE	\$353.00
100813	0	209146	3721	MISSISSIPPI TACTICAL	(14) OFFICERS - COMPETITION & MEMBERSHIP	\$940.00
100813	0	209244	2737	MIZE BILLY	FOOTBALL REF	\$90.00
100813	0	209352	20757	MOORE CRAIG JR	SCOREKEEPER	\$30.00
091613	111903	208887	848	MS DEVELOPMENT AUTHO	RE: GMS50618	\$6,598.70
091613A	111903	208888	848	MS DEVELOPMENT AUTHO	RE: GMS50632	\$4,892.84
2013-10E	0	209447	3349	MS LABOR LAW	2014 LABOR LAW POSTERS	\$145.50
100113	0	209449	12587	MS LAW RESEARCH INST	MODEL FORMS HANDBOOK	\$35.00
24932	0	209589	19403	MTR PROPERTIES, INC		\$111.02
24955	0	209612	17525	MULLINS KATHRYNE - R		\$30.00
24926	0	209583	9816	MURPHY & SON INC		\$138.89
24911	0	209568	20790	MURPHY MATTHEW GARRE		\$32.21
17366	0	209080	15230	MY-LOR, INC.	COTTEN - PERSONNEL TAG	\$15.04
047717	0	209141	1150	NAPA GENUINE PARTS C	AIR HOSE / BLOW GUN	\$56.63
100813	0	209275	19339	NELSEN MADELYN	SOCCER REF	\$30.00
100813	0	209274	17429	NELSEN PATRICK	SOCCER REF	\$60.00

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24941	0	209598	20806	NGUYEN TIFFANIE TRA		\$100.00
60021	0	209547	691	NORTH MISSISSIPPI TI	#825 DUMP TRUCK - TIRES	\$1,150.14
592470071013	0	209043	1105	NORTHCENTRAL ELECTRI	RIVER PTE DR 5714 (BELLE POINT LIFT STATION)	\$83.33
5924700081013	0	209647	1105	NORTHCENTRAL ELECTRI	STREET LIGHTS	\$1,334.55
100813	0	209245	8250	NYE ERIC	FOOTBALL REF	\$140.00
1257-124934	0	209013	7304	O'REILLYS AUTO PARTS	DIESEL EXHAUST FLUID - TRUCK 869	\$29.98
1257-125339	0	209171	7304	O'REILLYS AUTO PARTS	MANIFOLD	\$7.99
1257-125331	0	209170	7304	O'REILLYS AUTO PARTS	RADIATOR HOSE (CODE ENFORCEMENT)	\$12.85
1257-125325	0	209144	7304	O'REILLYS AUTO PARTS	SKYCOP - OIL FILTER	\$4.84
1257-125330	0	209172	7304	O'REILLYS AUTO PARTS	WATER PUMP (CODE ENFORCEMENT)	\$54.76
16247	0	209052	7957	OLIVE BRANCH PRINTIN	SAFETY DAY PROGRAMS / EXTRA FLYERS	\$224.94
120	0	209011	14092	OMCTFOA	T MASTIN REGISTRATION IIMC MTG	\$100.00
0187359	0	209452	983	PARAMOUNT UNIFORMS R	MATS @ ANIMAL SHELTER	\$5.00
211-01788	0	209548	983	PARAMOUNT UNIFORMS R	PHONE CASE (UTILITY DEPT)	\$59.99
0187360	0	209549	983	PARAMOUNT UNIFORMS R	UNIFORMS (UTILITY DEPT)	\$103.09
0186415	0	209009	983	PARAMOUNT UNIFORMS R	UNIFORMS - BLDG DEPT	\$6.52
0187760	0	209181	983	PARAMOUNT UNIFORMS R	UNIFORMS - BLDG DEPT	\$6.53
0186670	0	209445	983	PARAMOUNT UNIFORMS R	UNIFORMS - GOLF	\$37.36
0186688	0	209182	983	PARAMOUNT UNIFORMS R	UNIFORMS - PARKS	\$339.38
0187362	0	209167	983	PARAMOUNT UNIFORMS R	UNIFORMS - PUBLIC WORKS	\$100.15
0187361	0	209166	983	PARAMOUNT UNIFORMS R	UNIFORMS -PUBLIC WORKS	\$27.78
24961	0	209618	20824	PARK JEREMY & MERIDI		\$74.46

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11228	0	209157	15972	PARKS & PARKS WELL	WELL MOTOR REPLACEMENT @ GREENBROOK PLANT	\$4,965.00
1090	0	209136	18943	PATSY CLEEN COMMERC	CLEANING @ CITY HALL & COURT	\$2,399.00
07442	0	209430	615	PAYNES LOCKSMITH SER	REPAIR PANIC HARDWARE @ LIBRARY	\$126.00
24880	43188	209883	1149	PEOPLES BANK, THE	SOUTHAVEN G/O REF 2010 INT ACCT #3189	\$34,943.75
24881	43189	208884	1149	PEOPLES BANK, THE	SOUTHAVEN G/O REF 2010 PRIN ACCT #3189	\$370,000.00
24882	43190	208885	1149	PEOPLES BANK, THE	SOUTHAVEN G/O REF 2011 INT ACCT #3201	\$40,568.75
24883	43191	208886	1149	PEOPLES BANK, THE	SOUTHAVEN G/O REF 2011 PRIN ACCT #3201	\$295,000.00
100813	0	209320	1055	PICKENS ABRAHAM	UMPIRE	\$353.00
24950	0	209607	20815	PIERCE JERRY S		\$30.00
24958	0	209615	20822	PIKE ERIC		\$16.02
24960	0	209617	20823	PLUMLEE MICHAEL & MI		\$63.53
685296	0	209153	19089	POCKET PRESS INC	CCMS-13 - MS CRIMINAL LAWS	\$98.40
100813	0	209321	19962	PODEWILS CHRIS	UMPIRE	\$289.00
100813	0	209322	18762	POLISCHECK BRETT	UMPIRE	\$281.00
100813	0	209353	17504	POWELL MATTHEW	SCOREKEEPER	\$30.00
28034	0	209349	11997	POWER STREAM LLC	OCT 2013 - STREAM BOARD MTG	\$521.50
24925	0	209582	19200	PREMIUM HOMES		\$117.35
100813	0	209323	18763	REED DON	UMPIRE	\$218.00
24900	0	209557	20779	RICHARDS JASON & MEG		\$29.77
24901	0	209558	20780	ROBERT E AMY 111-REN		\$50.00
100813	0	209354	19341	RODGERS BREMAN	SCOREKEEPER	\$90.00
100913	0	209429	16691	ROSENBERG DEBORAH	J HITT - MS CHAPTER DUES	\$69.00

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0066333	0	209014	8561	S & H SMALL ENGINES	CLUTCH SPROCKET / CARRYING CASE FOR CHAINSAW	\$97.71
24912	0	209569	20791	SANDERS GREGORY - RE		\$50.00
24956	0	209613	20820	SEITZINGER VICKI		\$24.28
463072	0	209539	387	SHAPIRO UNIFORMS	D MARSHALL 2014 ALLOT	\$276.10
463043	0	209425	387	SHAPIRO UNIFORMS	J COOPER ALLOT (NEW HIRE)	\$11.50
463065	0	209541	387	SHAPIRO UNIFORMS	J JAFFE 2014 ALLOT	\$419.40
100813	0	209325	15030	SHAW ANTHONY TAYLOR	UMPIRE	\$82.00
100813	0	209324	8251	SHAW JEFF	UMPIRE	\$66.00
7678-2	0	209184	1104	SHERWIN WILLIAMS SOU	WHITE PAINT FOR FIELDS	\$1,519.20
100413	0	209450	20766	SHIVLEY JACOB, DVM	REIMBURSE MEAL EXPENSES (MS VET STUDENTS)	\$97.69
657158	0	209537	16825	SIGMA SUPPLY, INC	EVIDENCE STORAGE	\$127.27
89057	0	209059	611	SIGNS & STUFF	REFLECTIVE TAPE FOR HYDRANTS	\$250.00
100813	0	209326	16899	SIMS DALTON	UMPIRE	\$373.00
100813	0	209246	9136	SINQUEFIELD MURRAY	FOOTBALL REF	\$400.00
100813	0	209355	18963	SKILLERN KERRY	SCOREKEEPER	\$60.00
100813	0	209327	19174	SLAGLE VANCE	UMPIRE	\$427.00
47067	0	209438	926	SMITH & BRUMLEY ATHL	TENNIS STRAPS	\$459.00
100813	0	209247	975	SMITH BILLY K	FOOTBALL REF	\$420.00
10-08-13	0	209328	975	SMITH BILLY K	UMPIRE	\$712.00
24910	0	209567	20789	SMITH GARY M.		\$31.12
100213	0	209185	17200	SMITH JOYCE W	YOGA INSTRUCTOR	\$25.00
101013	0	209533	16772	SNYDER KEITH	REIMBURSE 2014 CLOTHING ALLOT	\$285.77

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120372	0	209463	569	SOUTHAVEN KAWASAKI Y	SERVICE TO KAWASAKI	\$88.61
73104	0	209057	396	SOUTHAVEN RV CENTER	ADAPTERS / INLETS FOR COMMAND TRAILER	\$230.79
85171	0	209544	1102	SOUTHAVEN SUPPLY	MAGNETS FOR #292	\$32.97
84332	0	209056	1102	SOUTHAVEN SUPPLY	MAGWAVE REMOVAL	\$57.47
4676	0	209427	348	SOUTHERN GUARD RAIL	GUARD RAIL REPAIR ON SWINNEA RD	\$2,123.00
100813	0	209356	19797	STARKEY BETHANY	SCOREKEEPER	\$60.00
100813	0	209357	13059	STARKEY DALTON	SCOREKEEPER	\$70.00
100813	0	209329	8272	STOCKTON RANDY	UMPIRE	\$295.00
24936	0	209593	19222	STONEBROOK HOMES		\$111.02
24945	0	209602	20810	STRAFUSS MARK A		\$36.02
11049443	0	209428	2238	STREICHERS	MARKING ROUNDS	\$1,270.00
100813	0	209278	6653	STRIBLING KEITH	SOFTBALL	\$120.00
100813	0	209248	13794	STRICKLAND ERIK RYAN	FOOTBALL REF	\$370.00
100813	0	209140	7621	SULLINGER, JAMES	REPAIRS AT SOUTHERN PINES & SWINNEA RD PARKS	\$650.00
100813	0	209358	17688	SWINDLE ALYSON	SCOREKEEPER	\$20.00
100813	0	209359	17824	SWINDLE JACOB	SCOREKEEPER	\$110.00
100813	0	209330	3025	SWINDLE JAMES T	UMPIRE	\$550.00
24903	0	209560	20782	TALBERT JACK K JR		\$50.00
100813	0	209331	19956	TANNER JUSTIN	UMPIRE	\$76.00
100813	0	209360	18920	TAPPER HAYDEN	SCOREKEEPER	\$116.00
24919	0	209576	20797	TAYLOR JOE		\$6.02
100813	0	209361	19367	TAYLOR MICHEAL	SCOREKEEPER	\$80.00

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672410154	0	209061	592	TELETOUCH COMMUNICAT	PAGERS - SPD	\$42.43
100813	0	209332	19033	TERRY CEDRIC	UMPIRE	\$75.00
24404	0	209160	313	TIM MOTE PLUMBING	7909 HWY 51 - CLEARED WATER LINE	\$200.00
05782503	0	209417	5890	TIME WARNER TELECOM	INTERNET / NETWORK CONNECTIVITY	\$5,240.34
100813	0	209048	17131	TITTLE STACY	MILEAGE - OXFORD MS (CLERKS COURSES)	\$83.68
24939	0	209596	20804	TODD ELLEN		\$99.99
100813	0	209334	16306	TOUNGETT THOMAS II	UMPIRE	\$299.00
TC2880	0	209174	469	TRI-STAR COMPANIES,	HVAC SERVICES @ PERFORMINGARTS CTR	\$1,348.00
100813	0	209279	2857	TURNER DALE	SOFTBALL	\$370.00
100813	0	209362	18123	TWEEDY PEYTON	SCOREKEEPER	\$248.00
045-95075	0	209666	952	TYLER TECHNOLOGIES	QUARTERLY PYMT	\$17,146.25
100813	0	209249	14677	UNDERWOOD CHARLES	FOOTBALL REF	\$80.00
7692138	0	209459	1114	UNION AUTO PARTS	2772 - PUMP ASSY & BELT	\$99.85
7696903	0	209460	1114	UNION AUTO PARTS	3048 PADS & ROTORS	\$367.75
7695216	0	209145	1114	UNION AUTO PARTS	3065 - BRAKE PADS	\$49.72
7697189	0	209461	1114	UNION AUTO PARTS	BULBS	\$5.92
7697651	0	209462	1114	UNION AUTO PARTS	BULBS (INVENTORY)	\$10.44
24944	0	209601	20809	WADE MARK		\$9.77
3002759	0	209657	8127	WASTE CONNECTIONS OF	3376 NAIL RD (SNOWDEN FIELDS)	\$1,621.44
3002877	0	209656	8127	WASTE CONNECTIONS OF	4700 STATELINE RD - SOCCER FIELDS	\$120.82
3002652	0	209658	8127	WASTE CONNECTIONS OF	7360 HWY 51 (ARENA)	\$117.97
3002882	0	209653	8127	WASTE CONNECTIONS OF	800 STOWEWOOD (GREENBROOK FIELDS)	\$1,157.25

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3003548	0	209655	8127	WASTE CONNECTIONS OF	8554 NORTHWEST DRI	\$116.56
3003409	0	209654	8127	WASTE CONNECTIONS OF	CITY HALL & SPD	\$231.58
100813	0	209335	8692	WELCH HENRY	UMPIRE	\$305.00
74736	0	209434	4854	WEST MEMPHIS FENCE &	FENCE REPAIR @ PARKS	\$2,419.06
100813	0	209336	14514	WILLIAMS BERNARD	UMPIRE	\$166.00
W-2900919	0	209135	709	WILLIAMS EQUIPMENT &	T750 BOBCAT REPAIRS	\$231.39
24905	0	209562	20784	WILLIAMS JILL		\$8.06
100813	0	209250	976	WILLIAMS, TIM	FOOTBALL REF	\$250.00
100813	0	209251	974	WINDSOR, JIM	FOOTBALL REF	\$150.00
100813	0	209276	19340	WINSTON TIMOTHY	SOCCER REF	\$330.00
100213	0	209442	15915	WISEMAN CYNTHIA	ZUMBA INSTRUCTOR	\$135.00
100813	0	209364	17981	WOODS EMILY GRACE	SCOREKEEPER	\$110.00
100813	0	209337	11652	WRENN DALE	UMPIRE	\$353.00
100813	0	209338	2743	WRICE WILLIE	UMPIRE	\$330.00
100813	0	209363	20755	YANIK STEPHANIE	SCOREKEEPER	\$60.00
100713	0	209051	15588	YOUNG MICHAEL	REIMBURSE EMS LICENSE	\$35.00
100313	0	209015	20764	YOUNG RONALD & PATRI	ELMORE RD LAND ACQUISITION	\$3,000.00
100813	0	209339	19965	ZALESKA ERIC	UMPIRE	\$150.00

Total Invoices Paid on this Docket: \$1,856,938.46

Minutes, City of Southaven, Southaven, Mississippi

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**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY
OF SOUTHAVEN, MISSISSIPPI, GRANTING FREE PORT WAREHOUSE AD
VALOREM TAX EXEMPTION TO PATTERSON WAREHOUSES, INC. AS
AUTHORIZED BY SECTION 27-31-53 ET SEQ., OF THE MISSISSIPPI CODE (1972),
AS AMENDED**

WHEREAS, Patterson Warehouses, Inc. (“Patterson”) seeks an exemption for free port warehouse ad valorem taxes at its warehouse operation located at 295 Marathon Way, Southaven, Mississippi to the fullest extent permitted by statute on all personal property held in the applicant’s finished good warehouse and transit through the State of Mississippi and which either is moving interstate commerce through or over the territory of the State of Mississippi or is consigned or transferred to Patterson’s finished goods warehouse for storage in transit to a final destination outside the State of Mississippi; and

WHEREAS, Patterson is a foreign corporation organized under the laws of the State of Tennessee and qualified to do business in the State of Mississippi since May 16, 2001; and

WHEREAS, Patterson has an estimated annual payroll of Three Hundred Fifty Thousand Dollars and 00/100 (\$350,000.00) and benefit package which includes medical, dental, vision and life insurance along with an estimated capital project investment for the project in an amount of One Million Fifty Thousand Dollars and 00/100 (\$1,050,000.00); and

WHEREAS, Patterson has filed an Application in triplicate for exemption from free port tax warehouse ad valorem tax exemption pursuant to Section 27-31-53 of the Mississippi Code (1972), as amended; and

WHEREAS, Patterson has produced written verification and documentation to this Board as to the authenticity and correctness of its Application in regard to the true value of the prayed for exemption; and

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

1. That Patterson ships personal property to a final destination outside the State of Mississippi during the calendar year.
2. That Patterson is qualified to make application for exemption.
3. This Mayor and Board of Alderman of the City of Southaven, Mississippi, acknowledge Patterson's contribution to the economic development to Southaven and believe that is should exercise its discretionary authority to exempt from all free port tax warehouse to the full extent permitted by statute as authorized by Section 27-31-53 et seq. of the Mississippi Code (1972) as amended.
4. That the Clerk of this Board is hereby directed to spread a copy of this Resolution on the minutes of this Board; and that said Clerk shall forward the original and one (1) certified copy of the Application and a certified copy of the transcript of this Resolution approving said Application to the Mississippi Department of Revenue for its approval and certification; and said Clerk shall also forward one (1) certified copy to the Tax Assessor of DeSoto County, Mississippi.

After a full discussion of this matter, ALDERMAN _____ moved that the foregoing Resolution be adopted. The motion was seconded by ALDERMAN _____. Upon the question being put to a vote, Members of the Board of Aldermen voted as follows:

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

RESOLVED AND DONE, this ____ day of November, 2013.

Darren Musselwhite, MAYOR

ATTEST:

Sheila Heath, CITY CLERK

The Mayor and Board of Aldermen of the City of Southaven, Mississippi (the "Governing Body" of the "City"), took up for consideration the matter of issuing General Obligation Bonds of said City. After a discussion of the subject, Alderman _____ offered and moved the adoption of the following resolution:

RESOLUTION FINDING AND DETERMINING THAT THE RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI (THE "CITY"), TO ISSUE GENERAL OBLIGATION BONDS, IN ONE OR MORE SERIES, OF THE CITY, IN THE MAXIMUM PRINCIPAL AMOUNT OF NOT TO EXCEED NINE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$9,500,000) (THE "BONDS") ADOPTED ON THE 1ST DAY OF OCTOBER, 2013, WAS DULY PUBLISHED AS REQUIRED BY LAW; THAT NO SUFFICIENT PROTEST AGAINST THE ISSUANCE OF THE BONDS DESCRIBED IN SAID RESOLUTION HAS BEEN FILED BY THE QUALIFIED ELECTORS; AND AUTHORIZING THE ISSUANCE OF THE BONDS.

WHEREAS, the Governing Body of the City, does hereby find, determine, adjudicate, and declare as follows:

1. Heretofore, on the 1st day of October, 2013, the Governing Body adopted a certain resolution entitled "RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI (THE "CITY"), TO ISSUE GENERAL OBLIGATION BONDS, IN ONE OR MORE SERIES, OF SAID CITY IN THE MAXIMUM PRINCIPAL AMOUNT OF NOT TO EXCEED NINE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$9,500,000) (THE "BONDS") TO RAISE MONEY FOR THE PURPOSE OF PROVIDING FUNDS FOR (I) CONSTRUCTING, IMPROVING OR PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS, BRIDGES, CULVERTS OR PUBLIC PARKING FACILITIES, AND PURCHASING LAND THEREFOR; PROTECTING A MUNICIPALITY, ITS STREET AND SIDEWALKS FROM OVERFLOW, CAVING BANKS AND OTHER LIKE DANGERS; ESTABLISHING STORM OR DRAINAGE, AND REPAIRING, IMPROVING AND EXTENDING THE SAME; (II) ERECTING, REPAIRING, IMPROVING, ADORNING AND EQUIPPING MUNICIPAL BUILDINGS AND PURCHASING BUILDINGS OR LAND THEREFOR; (III) REFUNDING THE OUTSTANDING PROMISSORY NOTE BY AND BETWEEN THE CITY AND BANCORPSOUTH BANK, DATED FEBRUARY 1, 2005 ISSUED IN THE ORIGINAL PRINCIPAL AMOUNT OF \$4,000,000; AND (IV) PAYING FOR COSTS OF ISSUANCE OF THE BONDS; AND DIRECTING PUBLICATION OF NOTICE OF SUCH INTENTION" (the "Intent Resolution") wherein the Governing Body found, determined and adjudicated that it is necessary that bonds of the City be issued in the amount, for the purpose and secured as aforesaid, declared its intention to issue said bonds, and fixed 5:00 o'clock p.m. on November 5, 2013, as the date and hour any protest to be made against the issuance of such bonds was required to be filed.

2. As required by law and as directed by the Intent Resolution, the Intent Resolution was published once a week for at least three (3) consecutive weeks in the *DeSoto Times-Tribune*, a newspaper published in and having a general circulation in the City, and qualified

under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended, the first publication having been made not less than twenty-one (21) days prior to November 5, 2013, and the last publication having been made not more than seven (7) days prior to such date, said notice having been published in said newspaper on October 10, 17, 24 and 31, 2013, as evidenced by the publisher's affidavit heretofore presented and filed, and attached hereto as **EXHIBIT A**.

3. On or prior to the hour of 5:00 o'clock p.m. on November 5, 2013, no written protest against the issuance of the bonds has been filed with the Clerk of the City of Southaven, Mississippi; and, therefore, the Governing Body does hereby find, determine and adjudicate that no protest against the issuance of the bonds has been duly filed.

4. The Governing Body is now authorized and empowered by the provisions of Section 21-33-301 through 21-33-329, Mississippi Code of 1972, as amended (the "GO Act") and Section 31-15-1 et seq., Mississippi Code of 1972, as amended (the "Refinancing Act" and together with the GO Act, the "Act"), to issue the hereinafter described bonds without any election on the question of the issuance thereof.

5. The amount of said bonds so proposed to be issued, when added to the outstanding indebtedness of the City, will not exceed any constitutional or statutory limitation of indebtedness.

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

SECTION 1. General Obligation Bonds (the "Bonds") of the City of Southaven, Mississippi, are hereby authorized to be issued in the maximum principal amount of not to exceed Nine Million Five Hundred Thousand Dollars (\$9,500,000) (the "Bonds"), to raise money for the purpose of (a) constructing, improving or paving streets, sidewalks, driveways, parkways, walkways, bridges, culverts or public parking facilities, and purchasing land therefor; protecting a municipality, its street and sidewalks from overflow, caving banks and other like dangers; establishing storm or drainage, and repairing, improving and extending the same; (b) erecting, repairing, improving, adorning and equipping municipal buildings and purchasing buildings or land therefor; (c) refunding the outstanding Promissory Note by and between the City and BancorpSouth Bank, dated February 1, 2005 issued in the original principal amount of \$4,000,000; (d) paying for costs of issuance of the Bonds (together, the "Project"). Such Bonds will be general obligations of the City payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate or amount upon all the taxable property within the geographical limits of the City; provided, however, that such tax levy for any year shall be abated pro tanto to the extent the City on or prior to September 1 of that year has transferred money to the bond fund of the Bonds, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Bonds due during the ensuing fiscal year of the City.

SECTION 2. Said Bonds shall be issued and offered for sale in accordance with the further orders and directions of this Governing Body.

Alderman _____ seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

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

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this the 5th day of November, 2013.

CITY OF SOUTHAVEN, MISSISSIPPI

BY: _____
DARREN MUSSELWHITE
MAYOR

ATTEST:

SHEILA HEATH
CITY CLERK

(SEAL)

EXHIBIT A

PROOF OF PUBLICATION OF INTENT RESOLUTION

RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2013A, OF THE CITY OF SOUTHAVEN, MISSISSIPPI (THE "CITY") IN THE MAXIMUM PRINCIPAL AMOUNT OF NOT TO EXCEED SIX MILLION FIVE HUNDRED SIXTY-FIVE THOUSAND DOLLARS (\$6,565,000) (THE "BONDS") TO RAISE MONEY FOR THE PURPOSE OF PROVIDING FUNDS FOR (I) CONSTRUCTING, IMPROVING OR PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS, BRIDGES, CULVERTS OR PUBLIC PARKING FACILITIES, AND PURCHASING LAND THEREFOR; PROTECTING A MUNICIPALITY, ITS STREET AND SIDEWALKS FROM OVERFLOW, CAVING BANKS AND OTHER LIKE DANGERS; ESTABLISHING STORM OR DRAINAGE, AND REPAIRING, IMPROVING AND EXTENDING THE SAME; (II) ERECTING, REPAIRING, IMPROVING, ADORNING AND EQUIPPING MUNICIPAL BUILDINGS AND PURCHASING BUILDINGS OR LAND THEREFOR; AND (III) PAYING FOR COSTS OF ISSUANCE OF THE BONDS (THE "PROJECT"); RESOLUTION AUTHORIZING AND RATIFYING THE SIGNING AND DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT FOR THE SALE OF THE BONDS.

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

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

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

"Act of Bankruptcy" shall mean the filing of a petition in bankruptcy by or against the City under any applicable bankruptcy, insolvency, reorganization or similar law, now or hereafter in effect.

"Agent" shall mean any Paying Agent or Transfer Agent, whether serving in either or both capacities, and herein designated by the Governing Body.

"Authorized Officer" means the Mayor of the City, the Clerk of the City and any other officer designated from time to time as an Authorized Officer by resolution of the City, and when used with reference to any act or document also means any other Person authorized by resolution of the City to perform such act or sign such document.

"Beneficial Owner" shall mean, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the Beneficial Owner of such Bond by a DTC participant on the records of such DTC participant, or such person's subrogee.

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

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

"Bond Resolution" shall mean this resolution, as may be amended from time to time.

"Book Entry System" shall mean a book entry system established and operated for the recordation of Beneficial Owners of the Bonds as described in Section 2 herein.

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

"Clerk" shall mean the City Clerk of the City.

"Construction Project" shall mean (a) constructing, improving or paving streets, sidewalks, driveways, parkways, walkways, bridges, culverts or public parking facilities, and purchasing land therefor; protecting a municipality, its street and sidewalks from overflow, caving banks and other like dangers; establishing storm or drainage, and repairing, improving and extending the same; (b) erecting, repairing, improving, adorning and equipping municipal buildings and purchasing buildings or land therefor.

"Direct Participant" means a broker, bank or other financial institution for which the Securities Depository holds Bonds as a securities depository.

"DTC" shall mean The Depository Trust Company.

"DTC Participants" shall mean any participant for whom DTC is a Security Depository Nominee.

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

"Indirect Participant" shall mean a broker-dealer, bank or other financial institution for which the Securities Depository holds Bonds as a securities depository through a Direct Participant.

"Letter of Representations" shall mean the blanket issue letter of representations from the City to DTC under the Book Entry System.

"Mayor" shall mean the Mayor of the City.

"Notice" shall mean the Notice of Bond Sale set out in Section 23 hereof.

"Paying Agent" shall mean any bank, trust company or other institution hereafter designated by the Governing Body for the payment of the principal of and interest on the Bonds.

"Person" shall mean an individual, partnership, corporation, trust or unincorporated organization and a government or agency or political subdivision thereof.

"Project" shall mean together (i) the Construction Project and (ii) paying costs of issuance of the Bonds.

"Purchaser" shall mean the successful bidder for the Bonds, to be hereafter designated by the Governing Body.

"Record Date" shall mean, as to interest payments, the 15th day of the month preceding the dates set for payment of interest on the Bonds and, as to payments of principal, the 15th day of the month preceding the maturity date or the date set for redemption.

"Record Date Registered Owner" shall mean the Registered Owner as of the Record Date.

"Registered Owner" shall mean the Person whose name shall appear in the registration records of the City maintained by the Transfer Agent.

"Securities Depository" shall mean The Depository Trust Company and any substitute for or successor to such securities depository that shall maintain a Book Entry System with respect to the Bonds.

"Securities Depository Nominee" shall mean the Securities Depository or the nominee of such Securities Depository in whose name there shall be registered on the registration records the Bonds to be delivered to such Securities Depository during the continuation with such Securities Depository of participation in its Book Entry System.

"Transfer Agent" shall mean any bank, trust company or other institution hereafter designated by the Governing Body for the registration of owners of the Bonds and for the performance of such other duties as may be herein or hereafter specified by the Governing Body.

"2013A Bond Fund" shall mean the City of Southaven, Mississippi General Obligation Bonds, Series 2013A, 2013A Bond Fund provided for in Section 13 hereof.

"2013A Construction Fund" shall mean the City of Southaven, Mississippi General Obligation Bonds, Series 2013A, 2013A Construction Fund provided for in Section 14 hereof.

(b) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words and terms herein defined shall be equally applicable to the plural as well as the singular form of any of such words and terms.

2. Heretofore, on the 1st day of October, 2013, the Governing Body adopted a certain resolution entitled **"RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI (THE "CITY"), TO ISSUE GENERAL OBLIGATION BONDS, IN ONE OR MORE SERIES, OF SAID CITY IN THE MAXIMUM PRINCIPAL AMOUNT OF NOT TO EXCEED NINE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$9,500,000) (THE "BONDS") TO RAISE MONEY FOR THE PURPOSE OF PROVIDING FUNDS FOR (I) CONSTRUCTING, IMPROVING OR PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS, BRIDGES, CULVERTS OR PUBLIC PARKING FACILITIES, AND PURCHASING LAND THEREFOR; PROTECTING A MUNICIPALITY, ITS STREET AND SIDEWALKS**

FROM OVERFLOW, CAVING BANKS AND OTHER LIKE DANGERS; ESTABLISHING STORM OR DRAINAGE, AND REPAIRING, IMPROVING AND EXTENDING THE SAME; (II) ERECTING, REPAIRING, IMPROVING, ADORNING AND EQUIPPING MUNICIPAL BUILDINGS AND PURCHASING BUILDINGS OR LAND THEREFOR; (III) REFUNDING THE OUTSTANDING PROMISSORY NOTE BY AND BETWEEN THE CITY AND BANCORPSOUTH BANK, DATED FEBRUARY 1, 2005 ISSUED IN THE ORIGINAL PRINCIPAL AMOUNT OF \$4,000,000; AND (IV) PAYING FOR COSTS OF ISSUANCE OF THE BONDS; AND DIRECTING PUBLICATION OF NOTICE OF SUCH INTENTION" (the "Intent Resolution") wherein the Governing Body found, determined and adjudicated that it is necessary that bonds of the City be issued in the amount, for the purpose and secured as aforesaid, declared its intention to issue said bonds, and fixed 5:00 o'clock p.m. on November 5, 2013, as the date and hour any protest to be made against the issuance of such bonds was required to be filed.

3. As required by law and as directed by the Intent Resolution, the Intent Resolution was published once a week for at least three (3) consecutive weeks in the *DeSoto Times-Tribune*, a newspaper published in and having a general circulation in the City, and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended, the first publication having been made not less than twenty-one (21) days prior to November 5, 2013, and the last publication having been made not more than seven (7) days prior to such date, said notice having been published in said newspaper on October 10, 17, 24 and 31, 2013, as evidenced by the publisher's affidavit heretofore presented and filed.

4. On or prior to the hour of 5:00 o'clock p.m. on November 5, 2013, no written protest against the issuance of the Bonds described in the Intent Resolution had been filed or presented by qualified electors of the City.

5. The Governing Body is now authorized and empowered by the provisions of the Act to authorize the issuance of the Bonds for the Project without an election on the question of the issuance thereof and is authorized to authorize the issuance of the Bonds by the City registered as to principal and interest in the form and manner hereinafter provided for by Sections 31-21-1 to 31-21-7, Mississippi Code of 1972, as amended.

6. The assessed value of all taxable property within the City, according to the last completed assessment for taxation, is Five Hundred Twenty One Million Three Hundred Sixty Four Thousand Nine Hundred Seven Dollars (\$521,364,907); the City has outstanding bonded indebtedness subject to the fifteen percent (15%) debt limit prescribed by Section 21-33-303, Mississippi Code of 1972, as amended, in the amount of Thirty Six Million Four Hundred Seventy Thousand Dollars (\$36,470,000), and outstanding bonded and floating indebtedness subject to the twenty percent (20%) debt limit prescribed by Section 21-33-303, Mississippi Code of 1972, as amended, (which amount includes the sum set forth above subject to the 15% debt limit), in the amount of Thirty Nine Million Two Hundred Five Thousand Dollars (\$39,205,000); the issuance of the Bonds hereinafter proposed to be issued pursuant to the Act, when added to the outstanding bonded indebtedness of the City, will not result in bonded indebtedness, exclusive of indebtedness not subject to the aforesaid fifteen percent (15%) debt limit, of more than fifteen percent (15%) of the assessed value of taxable property within the City, and will not result in indebtedness, both bonded and floating, exclusive of indebtedness not

subject to the aforesaid twenty percent (20%) debt limit, in excess of twenty percent (20%) of the assessed value of taxable property within the City, and will not exceed any constitutional or statutory limitation upon indebtedness which may be incurred by the City.

7. It has now become necessary to approve the Preliminary Official Statement for the Bonds and the distribution thereof to prospective purchasers of the Bonds.

8. It has now become necessary to make provision for the preparation, execution and issuance of said Bonds.

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

SECTION 1. In consideration of the purchase and acceptance of any and all of the Bonds by those who shall hold the same from time to time, this Bond Resolution shall constitute a contract between the City and the Registered Owners from time to time of the Bonds. The pledge made herein and the covenants and agreements herein set forth to be performed on behalf of the City for the benefit of the Registered Owners shall be for the equal benefit, protection and security of the Registered Owners of any and all of the Bonds, all of which, regardless of the time or times of their authentication and delivery or maturity, shall be of equal rank without preference, priority or distinction.

SECTION 2. (a) Except as hereinafter set forth, the Bonds shall initially be issued pursuant to a Book-Entry System administered by the Securities Depository with no physical distribution of Bond certificates to be made except as provided in this Section 2; provided, however, the Purchaser of the Bonds may, at their sole discretion, request physical distribution of Bond certificates in-lieu of issuance of the Bonds pursuant to the Book-Entry System. If applicable, any provision of this Bond Resolution or the Bonds requiring physical delivery of the Bonds shall, with respect to any Bonds held under the Book-Entry System, be deemed to be satisfied by a notation on the registration records maintained by the Paying Agent that such Bonds are subject to the Book-Entry System.

(a) So long as a Book-Entry System is being used, one Bond in the aggregate principal amount of each separate maturity (whether serially or by term) of the Bonds and registered in the name of the Securities Depository, the Securities Depository Nominee and the DTC participants and Indirect Participants will evidence beneficial ownership of the Bonds in authorized denominations, with transfers of ownership effected on the records of the Securities Depository, the DTC participants and the Indirect Participants pursuant to rules and procedures established by the Securities Depository, the DTC participants and the Indirect Participants. The principal of and any premium on each Bond shall be payable to the Securities Depository Nominee or any other person appearing on the registration records as the Registered Owner of such Bond or its registered assigns or legal representative at the principal office of the Paying Agent. So long as the Book-Entry System is in effect, the Securities Depository will be recognized as the Holder of the Bonds for all purposes. Transfer of principal, interest and any premium payments or notices to DTC participants and Indirect Participants will be the responsibility of the Securities Depository and transfer of principal, interest and any premium payments or notices to Beneficial Owners will be the responsibility of the DTC participants and

Indirect Participants. No other party will be responsible or liable for such transfers of payments or notices or for maintaining, supervising or reviewing such records maintained by the Securities Depository, the DTC participants or the Indirect Participants. While the Securities Depository Nominee or the Securities Depository, as the case may be, is the Registered Owner of the Bonds, notwithstanding any other provisions set forth herein, payments of principal of, redemption premium, if any, and interest on the Bonds shall be made to the Securities Depository Nominee or the Securities Depository, as the case may be, by wire transfer in immediately available funds to the account of such Holder, without notice to or the consent of the Beneficial Owners, the Paying Agent, with the consent of the City, and the Securities Depository may agree in writing to make payments of principal and interest in a manner different from that set out herein. In such event, the Paying Agent shall make payments with respect to the Bonds in such manner as if set forth herein.

(b) The City may at any time elect (i) to provide for the replacement of any Securities Depository as the depository for the Bonds with another qualified Securities Depository, or (ii) to discontinue the maintenance of the Bonds under a Book-Entry System. In such event, and upon being notified by the City of such election, the Paying Agent shall give 30 days' prior notice of such election to the Securities Depository (or such fewer number of days as shall be acceptable to such Securities Depository).

(c) Upon the discontinuance of the maintenance of the Bonds under a Book-Entry System, the City will cause Bonds to be issued directly to the Beneficial Owners of Bonds, or their designees, as further described below. In such event, the Paying Agent shall make provisions to notify DTC participants and the Beneficial Owners of the Bonds, by mailing an appropriate notice to the Securities Depository, or by other means deemed appropriate by the Paying Agent in its discretion, that Bonds will be directly issued to the Beneficial Owners of Bonds as of a date set forth in such notice, which shall be a date at least 10 days after the date of mailing of such notice (or such fewer number of days as shall be acceptable to the Securities Depository).

(d) In the event that Bonds are to be issued to the Beneficial Owners of the Bonds, or their designees, the City shall, at its expense, promptly have prepared Bonds in certificated form registered in the names of the Beneficial Owners of Bonds shown on the records of the DTC participants provided to the Paying Agent, as of the date set forth in the notice described above. Bonds issued to the Beneficial Owners, or their designees, shall be in fully registered form substantially in the form set forth in Section 7 hereof.

(e) If any Securities Depository is replaced as the depository for the Bonds with another qualified Securities Depository, the City will issue to the replacement Securities Depository Bonds substantially in the form set forth herein, registered in the name of such replacement Securities Depository.

(f) Each Securities Depository and the DTC participants, the Indirect Participants and the Beneficial Owners of the Bonds, by their acceptance of the Bonds, agree that the City and the Paying Agent shall have no liability for the failure of any Securities Depository to perform its obligation to any Participant, Indirect Participant or other nominee of any Beneficial Owner of

any Bonds to perform any obligation that such Participant, Indirect Participant or other nominee may incur to any Beneficial Owner of the Bonds.

(g) Notwithstanding any other provision of this Bond Resolution, on or prior to the date of issuance of the Bonds, the City shall have executed and delivered to the initial Securities Depository the Letter of Representations governing various matters relating to the Securities Depository and its activities pertaining to the Bonds. The terms and provisions of the Letter of Representations are incorporated herein by reference and in the event there shall exist any inconsistency between the substantive provisions of the Letter of Representations and any provisions of this Bond Resolution, then, for as long as the initial Securities Depository shall serve with respect to the Bonds, the terms of the Letter of Representations shall govern.

(h) Notwithstanding any provision in this Bond Resolution to the contrary, at all times in which the Book-Entry System is in effect, any references to physical delivery of a Bond shall not be required.

SECTION 3. The Bonds are hereby authorized and ordered to be prepared and issued in the principal amount of Six Million Five Hundred Sixty-Five Thousand Dollars (\$6,565,000) to raise money for the Project as authorized by the Act.

SECTION 4. (a) Payments of interest on the Bonds shall be made to the Record Date Registered Owner, and payments of principal shall be made upon presentation and surrender thereof at the principal office of the Paying Agent to the Record Date Registered Owner in lawful money of the United States of America.

(b) The Bonds shall be registered as to both principal and interest; shall be dated December 1, 2013; shall be issued in the principal denomination of \$5,000 each, or integral multiples thereof up to the amount of a single maturity; shall be numbered from one upward in the order of issuance; shall bear interest from the date thereof at the rate or rates specified by further order of the Governing Body, payable on June 1 and December 1 of each year (each an "Interest Payment Date"), commencing December 1, 2014; and shall mature and become due and payable on December 1 in the years and in the principal amounts as follows:

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

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

(d) Notice of redemption identifying the numbers of Bonds or portions thereof to be redeemed shall be given to the Registered Owners thereof by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption. Failure to mail or receive any such notice, or any defect therein or in the mailing thereof, shall not affect the validity of any proceedings for the redemption of Bonds. Any notice mailed as provided herein shall be conclusively presumed to have been given, irrespective of whether received. If such written notice of redemption is made and if due provision for payment of the redemption price is made, all as provided above, the Bonds which are to be redeemed thereby automatically shall be deemed to have been redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the owner to receive the redemption price out of the funds provided for such payment. If at the time of mailing of any notice of redemption, there shall not be on deposit with the Paying Agent sufficient moneys to redeem all of the Bonds called for redemption, such notice shall state that it is subject to the deposit of moneys with the Paying Agent not later than on the redemption date and shall be of no effect unless such moneys are deposited.

(e) The Bonds, for which the payment of sufficient moneys or, to the extent permitted by the laws of the State of Mississippi, (a) direct obligations of, or obligations for the payment of the principal of and interest on which are unconditionally guaranteed by, the United States of America ("Government Obligations"), (b) certificates of deposit or municipal obligations fully secured by Government Obligations or (c) evidences of ownership of proportionate interests in future interest or principal payments on Government Obligations held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor on the Government Obligations and which Government Obligations are not available to satisfy any claim of the custodian or any person claiming through the custodian or to whom the custodian may be obligated, (d) State and Local Government Series ("SLGS") Securities, and (e) municipal obligations, the payment of the principal of, interest and redemption premium, if any, on which are irrevocably secured by Government Obligations and which Government Obligations are not subject to redemption prior to the date on which the proceeds attributable to the principal of such obligations are to be used and have been deposited in an escrow account which is irrevocably pledged to the payment of the principal of and interest and redemption premium, if any, on such municipal obligations (all of which collectively, with Government Obligations, "Defeasance Securities"), shall have been deposited with an escrow agent appointed for such purpose, which may be the Paying and Transfer Agent, shall be deemed to have been paid, shall cease to be entitled to any lien, benefit or security under this Bond Resolution and shall no longer be deemed to be outstanding hereunder, and the Registered Owners shall have no rights in respect thereof except to receive payment of the principal of and interest on such Bonds from the funds held for that purpose. Defeasance Securities shall be considered sufficient under the Bond Resolution if said investments, with interest, mature and bear interest in such amounts and at such times as will assure sufficient cash to pay currently maturing interest and to pay principal when due on such Bonds.

SECTION 5. (a) When the Bonds shall have been validated and executed as herein provided, they shall be registered as an obligation of the City in the office of the Clerk in a record maintained for that purpose, and the Clerk shall cause to be imprinted upon the reverse side of each of the Bonds, over his manual or facsimile signature and manual or facsimile seal, his certificate in substantially the form set out in Section 7.

(b) The Bonds shall be executed by the manual or facsimile signature of the Mayor and countersigned by the manual or facsimile signature of the City Clerk, with the seal of the City imprinted or affixed thereto; provided, however all signatures and seals appearing on the Bonds, other than the signature of an authorized officer of the Transfer Agent hereafter provided for, may be facsimile and shall have the same force and effect as if manually signed or impressed. In case any official of the City whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such official before the delivery or reissuance thereof, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such official had remained in office until delivery or reissuance.

(c) The Bonds shall be delivered to the Purchaser upon payment of the purchase price therefor in accordance with the terms and conditions of their sale and award, together with a complete certified transcript of the proceedings had and done in the matter of the authorization, issuance, sale and validation of the Bonds, and the final, unqualified approving opinion of Bond Counsel, which opinion shall be imprinted on the reverse of each of the Bonds.

(d) Prior to or simultaneously with the delivery by the Transfer Agent of any of the Bonds, the City shall file with the Transfer Agent:

(i) a copy, certified by the Clerk, of the transcript of proceedings of the Governing Body in connection with the authorization, issuance, sale and validation of the Bonds; and

(ii) an authorization to the Transfer Agent, signed by the Mayor or the Clerk, to authenticate and deliver the Bonds to the Purchaser.

(e) At delivery, the Transfer Agent shall authenticate the Bonds and deliver them to the Purchaser thereof upon payment of the purchase price of the Bonds to the City.

(f) Bonds, blank as to denomination, rate of interest, date of maturity and CUSIP number and sufficient in quantity in the judgment of the City to meet the reasonable transfer and reissuance needs on the Bonds, shall be printed and delivered to the Transfer Agent in generally-accepted format, and held by the Transfer Agent until needed for transfer or reissuance, whereupon the Transfer Agent shall imprint the appropriate information as to denomination, rate of interest, date of maturity and CUSIP number prior to the registration, authentication and delivery thereof to the transferee holder. The Transfer Agent is hereby authorized upon the approval of the Governing Body to have printed from time to time as necessary additional Bonds bearing the manual or facsimile seal of the City and manual or facsimile signatures of the persons who were the officials of the Governing Body as of the date of original issue of the Bonds.

SECTION 6. (a) The City will appoint the Paying Agent and Transfer Agent for the Bonds after receiving the recommendation of the successful bidder subject to the following conditions. The Paying Agent and Transfer Agent shall be a bank or trust company with a main office or branch located within the State of Mississippi. The City specifically reserves the right to hereafter designate a separate Transfer Agent and/or Paying Agent in its discretion in the manner hereinafter provided.

(b) So long as any of the Bonds shall remain outstanding, the City shall maintain with the Transfer Agent records for the registration and transfer of the Bonds. The Transfer Agent is hereby appointed registrar for the Bonds, in which capacity the Transfer Agent shall register in such records and permit to be transferred thereon, under such reasonable regulations as may be prescribed, any Bond entitled to registration or transfer.

(c) The City shall pay or reimburse the Agent for reasonable fees for the performance of the services normally rendered and the incurring of normal expenses reasonably and necessarily paid as are customarily paid to paying agents, transfer agents and bond registrars, subject to agreement between the City and the Agent. Fees and reimbursements for extraordinary services and expenses, so long as not occasioned by the negligence, misconduct or willful default of the Agent, shall be made by the City on a case-by-case basis, subject, where not prevented by emergency or other exigent circumstances, to the prior written approval of the Governing Body.

(d) (i) An Agent may at any time resign and be discharged of the duties and obligations of either the function of the Paying Agent or Transfer Agent, or both, by giving at least sixty (60) days' written notice to the City, and may be removed from either or both of said functions at any time by resolution of the Governing Body delivered to the Agent. The resolution shall specify the date on which such removal shall take effect and the name and address of the successor Agent, and shall be transmitted to the Agent being removed within a reasonable time prior to the effective date thereof. Provided, however, that no resignation or removal of an Agent shall become effective until a successor Agent has been appointed pursuant to the Bond Resolution.

(ii) Upon receiving notice of the resignation of an Agent, the City shall promptly appoint a successor Agent by resolution of the Governing Body. Any appointment of a successor Agent shall become effective upon acceptance of appointment by the successor Agent. If no successor Agent shall have been so appointed and have accepted appointment within thirty (30) days after the notice of resignation, the resigning Agent may petition any court of competent jurisdiction for the appointment of a successor Agent, which court may thereupon, after such notice as it may deem appropriate, appoint a successor Agent.

(iii) In the event of a change of Agents, the predecessor Agent shall cease to be custodian of any funds held pursuant to this Bond Resolution in connection with its role as such Agent, and the successor Agent shall become such custodian; provided, however, that before any such delivery is required to be made, all fees, advances and expenses of the retiring or removed Agent shall be fully paid. Every predecessor Agent shall deliver to its successor Agent all records of account, registration records, lists of Registered

Owners and all other records, documents and instruments relating to its duties as such Agent.

(iv) Any successor Agent appointed under the provisions hereof shall be a bank, trust company or national banking association having Federal Deposit Insurance Corporation insurance of its accounts, duly authorized to exercise corporate trust powers and subject to examination by and in good standing with the federal and/or state regulatory authorities under the jurisdiction of which it falls.

(v) Every successor Agent appointed hereunder shall execute, acknowledge and deliver to its predecessor Agent and to the City an instrument in writing accepting such appointment hereunder, and thereupon such successor Agent, without any further act, shall become fully vested with all the rights, immunities and powers, and subject to all the duties and obligations, of its predecessor.

(vi) Should any transfer, assignment or instrument in writing be required by any successor Agent from the City to more fully and certainly vest in such successor Agent the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor Agent, any such transfer, assignment and written instruments shall, on request, be executed, acknowledged and delivered by the City.

(vii) The City will provide any successor Agent with certified copies of all resolutions, orders and other proceedings adopted by the Governing Body relating to the Bonds.

(viii) All duties and obligations imposed hereby on an Agent or successor Agent shall terminate upon the accomplishment of all duties, obligations and responsibilities imposed by law or required to be performed by this Bond Resolution.

(e) Any corporation or association into which an Agent may be converted or merged, or with which it may be consolidated or to which it may sell or transfer its assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, shall be and become successor Agent hereunder and vested with all the powers, discretion, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of either the City or the successor Agent, anything herein to the contrary notwithstanding, provided only that such successor Agent shall be satisfactory to the City and eligible under the provisions of Section 5(d)(iv) hereof.

SECTION 7. The Bonds shall be in substantially the following form, with such appropriate variations, omissions and insertions as are permitted or required by this Bond Resolution:

[remainder of page left blank intentionally]

[BOND FORM]

[Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Paying Agent or its agent for registration of transfer, exchange, or payment, and any Bond is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), **ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL** inasmuch as the registered owner hereof, Cede & Co., has an interest herein.]

UNITED STATES OF AMERICA
STATE OF MISSISSIPPI
CITY OF SOUTHAVEN, MISSISSIPPI
GENERAL OBLIGATION BOND
SERIES 2013A

NO. _____ \$ _____

Rate of Interest Maturity Date of Original Issue CUSIP

%

December 1, 2013

Registered Owner:

Principal Amount: DOLLARS

The City of Southaven, Mississippi (the "City"), a body politic existing under the Constitution and laws of the State of Mississippi, acknowledges itself to owe and for value received, promises to pay in lawful money of the United States of America to the Registered Owner identified above, upon the presentation and surrender of this Bond, at the principal office of _____, _____, _____, or its successor, as paying agent (the "Paying Agent") for the General Obligation Bonds, Series 2013A, of the City (the "Bonds"), on the maturity date identified above, the principal amount identified above. Payment of the principal amount of this Bond shall be made to the Registered Owner hereof who shall appear in the registration records of the City maintained by _____, _____, _____, or its successor, as transfer agent for the Bonds (the "Transfer Agent"), as of the 15th day of the calendar month preceding the maturity date hereof.

The City further promises to pay interest on such principal amount from the date of this Bond or from the most recent Interest Payment Date to which interest has been paid at the rate of interest per annum set forth above, on June 1 and December 1 of each year (each an "Interest Payment Date"), commencing December 1, 2014, until said principal sum is paid, to the Registered Owner hereof who shall appear in the registration records of the City maintained by the Transfer Agent as of the 15th day of the calendar month preceding the applicable Interest Payment Date.

Payments of principal of and interest on this Bond shall be made by check or draft mailed on the Interest Payment Date to such Registered Owner at his address as it appears on such registration records. The Registered Owner hereof may change such address by written notice to the Transfer Agent by certified mail, return receipt requested, or such other method as may be subsequently prescribed by the Transfer Agent, such notice to be received by the Transfer Agent not later than the 15th day of the calendar month preceding the applicable principal or Interest Payment Date.

This Bond is one of a series of Bonds of like date of original issue, tenor and effect, except as to denomination, number, rate of interest and date of maturity, issued in the aggregate authorized principal amount of Six Million Five Hundred Sixty-Five Thousand Dollars (\$6,565,000) to raise money for the purpose of providing funds constructing, improving or paving streets, sidewalks, driveways, parkways, walkways, bridges, culverts or public parking facilities, and purchasing land therefor; protecting a municipality, its street and sidewalks from overflow, caving banks and other like dangers; establishing storm or drainage, and repairing, improving and extending the same; erecting, repairing, improving, adorning and equipping municipal buildings and purchasing buildings or land therefor; and paying for costs of issuance of the Bonds.

This Bond is issued under the authority of the Constitution and statutes of the State of Mississippi, including Section 21-33-301 through 21-33-329, Mississippi Code of 1972, as amended (the "Act"), and by the further authority of proceedings duly had by the Board of Aldermen of the City, including a resolution adopted November 5, 2013 (the "Bond Resolution").

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

Notice of redemption identifying the numbers of Bonds or portions thereof to be redeemed shall be given to the Registered Owners thereof by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption. Failure to mail or receive any such notice, or any defect therein or in the mailing thereof, shall not affect the validity of any proceedings for the redemption of Bonds. Any notice mailed as provided herein shall be conclusively presumed to have been given, irrespective of whether received. If such written notice of redemption is made and if due provision for payment of the redemption price is made, all as provided above, the Bonds which are to be redeemed thereby automatically shall be deemed to have been redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the owner to receive the redemption price out of the funds provided for such payment. If at the time of mailing of any notice of redemption, there shall not be on deposit with the Paying Agent sufficient moneys to redeem all of the Bonds called for redemption, such notice shall state that it is subject to the deposit of moneys with the Paying Agent not later than on the redemption date and shall be of no effect unless such moneys are deposited.

The Bonds are registered as to both principal and interest. The Bonds are to be issued or reissued in the denomination of \$5,000 each, or integral multiples thereof up to the amount of a single maturity.

This Bond may be transferred or exchanged by the Registered Owner hereof in person or by his attorney duly authorized in writing at the principal office of the Transfer Agent, but only in the manner, subject to the limitations in the Bond Resolution, and upon surrender and cancellation of this Bond. Upon such transfer or exchange, a new Bond or Bonds of like aggregate principal amount in authorized denominations of the same maturity will be issued.

The City and the Paying Agent may deem and treat the Registered Owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

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

This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Bond Resolution until the certificate of registration and authentication hereon shall have been signed by the Transfer Agent.

IT IS HEREBY CERTIFIED, RECITED AND REPRESENTED that all conditions, acts and things required by law to exist, to have happened and to have been performed precedent to and in the issuance of the Bonds, in order to make the same legal and binding general obligations of the City, according to the terms thereof, do exist, have happened and have been performed in regular and due time, form and manner as required by law. For the performance in apt time and manner of every official act herein required, and for the prompt payment of this Bond, both principal and interest, the full faith and credit of the City are hereby irrevocably pledged.

IN WITNESS WHEREOF, the City has caused this Bond to be executed in its name by the manual or facsimile signature of the Mayor of the City, countersigned by the manual or facsimile signature of the Clerk of the City, under the manual or facsimile seal of the City, which said manual or facsimile signatures and seal said officials adopt as and for their own proper signatures and seal, as of the 1st day of December, 2013.

CITY OF SOUTHAVEN, MISSISSIPPI

BY: _____
Mayor

COUNTERSIGNED:

City Clerk
(SEAL)

There shall be printed in the lower left portion of the face of the Bonds a registration and authentication certificate in substantially the following form:

CERTIFICATE OF REGISTRATION AND AUTHENTICATION

This Bond is one of the Bonds described in the within mentioned Bond Resolution and is one of the General Obligation Bonds, Series 2013A, of the City of Southaven, Mississippi.

_____ as Transfer Agent

BY: _____
Authorized Officer

Date of Registration and Authentication: _____

There shall be printed on the reverse of the Bonds a registration and validation certificate and an assignment form in substantially the following form:

REGISTRATION AND VALIDATION CERTIFICATE

**STATE OF MISSISSIPPI
COUNTY OF DESOTO
CITY OF SOUTHAVEN**

I, the undersigned City Clerk of the City of Southaven, Mississippi, do hereby certify that the within Bond has been duly registered by me as an obligation of said City pursuant to law in a record kept in my office for that purpose, and has been validated and confirmed by Decree of the Chancery Court of DeSoto County, Mississippi, rendered on the __ day of _____, 2013.

City Clerk

(SEAL)

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____,
_____, Mississippi, as Transfer Agent to transfer the said Bond on the records kept for
registration thereof with full power of substitution in the premises.

NOTICE: The signature to this Assignment must
correspond with the name of the Registered Owner
as it appears upon the face of the within Bond in
every particular manner, without any alteration
whatever.

Signatures guaranteed:

NOTICE: Signature(s) must be guaranteed by an
approved eligible guarantor institution, an
institution that is a participant in a Securities
Transfer Association recognized signature
guarantee program.

(Authorized Officer)

Date of Assignment: _____

Insert Social Security Number or Other
Tax Identification Number of Assignee: _____

SECTION 8. In case any Bond shall become mutilated or be stolen, destroyed or lost, the City shall, if not then prohibited by law, cause to be authenticated and delivered a new Bond of like date, number, maturity and tenor in exchange and substitution for and upon cancellation of such mutilated Bond, or in lieu of and in substitution for such Bond stolen, destroyed or lost, upon the Registered Owner's paying the reasonable expenses and charges of the City in connection therewith, and in case of a Bond stolen, destroyed or lost, his filing with the City or Transfer Agent evidence satisfactory to them that such Bond was stolen, destroyed or lost, and of his ownership thereof, and furnishing the City or Transfer Agent with such security or indemnity as may be required by law or by them to save each of them harmless from all risks, however remote.

SECTION 9. For the purpose of effectuating and providing for the payment of the principal of and interest on the Bonds as the same shall respectively mature and accrue, there shall be and is hereby levied a direct, continuing special tax upon all of the taxable property within the geographical limits of the City, adequate and sufficient, after allowance shall have been made for the expenses of collection and delinquencies in the payment of taxes, to produce sums required for the payment of the principal of and the interest on the Bonds; provided, however, that such tax levy for any year shall be abated pro tanto to the extent the City on or prior to September 1 of that year has transferred money to the 2013A Bond Fund of the Bonds, or has made other provisions for funds, to be applied toward payment of the principal of and interest on the Bonds due during the ensuing fiscal year of the City. When necessary, said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the City are collected, and the rate of tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to time, rate or amount. The avails of said tax are hereby irrevocably pledged for the payment of the principal of and interest on the Bonds as the same shall respectively mature and accrue. Should there be a failure in any year to comply with the requirements of this section, such failure shall not impair the right of the Registered Owners of any of the Bonds in any subsequent year to have adequate taxes levied and collected to meet the obligations of the Bonds, both as to principal and interest.

SECTION 10. Only such of the Bonds as shall have endorsed thereon a certificate of registration and authentication in substantially the form hereinabove set forth, duly executed by the Transfer Agent, shall be entitled to the rights, benefits and security of this Bond Resolution. No Bond shall be valid or obligatory for any purpose unless and until such certificate of registration and authentication shall have been duly executed by the Transfer Agent, which executed certificate shall be conclusive evidence of registration, authentication and delivery under this Bond Resolution. The Transfer Agent's certificate of registration and authentication on any Bond shall be deemed to have been duly executed if signed by an authorized officer of the Transfer Agent, but it shall not be necessary that the same officer sign said certificate on all of the Bonds that may be issued hereunder at any one time.

SECTION 11. (a) In the event the Purchaser shall fail to designate the names, addresses and social security or tax identification numbers of the Registered Owners of the Bonds within thirty (30) days of the date of sale, or at such other later date as may be designated by the City, one Bond registered in the name of the Purchaser may be issued in the full amount for each maturity. Ownership of the Bonds shall be in the Purchaser until the initial Registered Owner

has made timely payment and, upon request of the Purchaser within a reasonable time of the initial delivery of the Bonds, the Transfer Agent shall re-register any such Bond upon its records in the name of the Registered Owner to be designated by the Purchaser in the event timely payment has not been made by the initial Registered Owner.

(b) Except as hereinabove provided, the Person in whose name any Bond shall be registered in the records of the City maintained by the Transfer Agent may be deemed the absolute owner thereof for all purposes, and payment of or on account of the principal of or interest on any Bond shall be made only to or upon the order of the Registered Owner thereof, or his legal representative, but such registration may be changed as hereinafter provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

SECTION 12. (a) Each Bond shall be transferable only in the records of the City, upon surrender thereof at the office of the Transfer Agent, together with a written instrument of transfer satisfactory to the Transfer Agent duly executed by the Registered Owner or his attorney duly authorized in writing. Upon the transfer of any Bond, the City, acting through its Transfer Agent, shall issue in the name of the transferee a new Bond or Bonds of the same aggregate principal amount and maturity and rate of interest as the surrendered Bond or Bonds.

(b) In all cases in which the privilege of transferring Bonds is exercised, the Transfer Agent shall authenticate and deliver Bonds in accordance with the provisions of this Bond Resolution.

SECTION 13. (a) The City hereby establishes the 2013A Bond Fund which shall be maintained with a qualified depository in its name for the payment of the principal of and interest on the Bonds, and the payment of Agents' fees in connection therewith. There shall be deposited into the 2013A Bond Fund as and when received:

(i) The accrued interest and premium, if any, received upon delivery of the Bonds;

(ii) The avails of any of the ad valorem taxes levied and collected pursuant to Section 9 hereof;

(iii) Any income received from investment of monies in the 2013A Bond Fund; and

(iv) Any other funds available to the City which may be lawfully used for payment of the principal of and interest on the Bonds, and which the Governing Body, in its discretion, may direct to be deposited into the 2013A Bond Fund.

(b) As long as any principal of and interest on the Bonds remains outstanding, the Clerk is hereby irrevocably authorized and directed to withdraw from the 2013A Bond Fund sufficient monies to make the payments herein provided for and to transfer same to the account of the Paying Agent in time to reach said Paying Agent at least five (5) days prior to the date on which said interest or principal and interest shall become due.

SECTION 14. The City hereby establishes the 2013A Construction Fund which shall be maintained with a qualified depository. The principal proceeds received upon the sale of the Bonds shall be deposited in the 2013A Construction Fund. Any income received from investment of monies in the 2013A Construction Fund shall be deposited in the 2013A Construction Fund or the 2013A Bond Fund for the payment of debt service on the Bonds during the construction period for the Project. From the 2013A Construction Fund there shall be first paid the costs, fees and expenses incurred by the City in connection with the authorization, issuance, sale, validation and delivery of the Bonds. The balance thereof shall be held and disbursed for the Project, as authorized by the Act. Any amounts which remain in the 2013A Construction Fund after the completion of the Project shall be transferred to the 2013A Bond Fund and used as permitted under State law.

SECTION 15. (a) Payment of principal on the Bonds shall be made, upon presentation and surrender of the Bonds at the principal office of the Paying Agent, to the Record Date Registered Owner thereof who shall appear in the registration records of the City maintained by the Transfer Agent as of the Record Date.

(b) Payment of each installment of interest on the Bonds shall be made to the Record Date Registered Owner thereof whose name shall appear in the registration records of the City maintained by the Transfer Agent as of the Record Date. Interest shall be payable in the aforesaid manner irrespective of any transfer or exchange of such Bond subsequent to the Record Date and prior to the due date of the interest.

(c) Principal of and interest on the Bonds shall be paid by check or draft mailed on the Interest Payment Date to Registered Owners at the addresses appearing in the registration records of the Transfer Agent. Any such address may be changed by written notice from the Registered Owner to the Transfer Agent by certified mail, return receipt requested, or such other method as may be subsequently prescribed by the Transfer Agent, such notice to be received by the Transfer Agent not later than the 15th day of the calendar month preceding the applicable principal or Interest Payment Date to be effective as of such date.

SECTION 16. The Bonds shall be submitted to validation as provided by Chapter 13, Title 31, Mississippi Code of 1972, and to that end the Clerk is hereby directed to make up a transcript of all legal papers and proceedings relating to the Bonds and to certify and forward the same to the State's Bond Attorney for the institution of validation proceedings.

SECTION 17. The City hereby covenants that it will not make any use of the proceeds of the Bonds or do or suffer any other action that would cause: (i) the Bonds to be "arbitrage bonds" as such term is defined in Section 148(a) of the Internal Revenue Code of 1986, as amended ("Code"), and the Regulations promulgated thereunder; (ii) the interest on the Bonds to be included in the gross income of the Registered Owners thereof for federal income taxation purposes; or (iii) the interest on the Bonds to be treated as an item of tax preference under Section 57(a)(5) of the Code.

SECTION 18. The City represents as follows:

(a) The City shall timely file with the Ogden, Utah Service Center of the Internal Revenue Service, such information report or reports as may be required by Section 148(f) and 149(e) of the Code;

(b) The City shall take no action that would cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code;

(c) The City shall take all necessary action to have the Bonds registered within the meaning of Section 149(a) of the Code; and

(d) The City will not employ any device or abusive transaction with respect to the investment of the proceeds of the Bonds.

SECTION 19. The City hereby covenants that it shall make, or cause to be made, the rebate required by Section 148(f) of the Code ("Rebate") in the manner described in Regulation §§1.148-1 through 1.148-11, as such regulations and statutory provisions may be modified insofar as they apply to the Bonds. In accordance therewith, the City shall:

(a) Within sixty (60) days of the last day of the fifth and each succeeding fifth "bond year" (which shall be the five-year period ending on the date five years subsequent to the date of the closing, unless another date is selected by the Mayor and Board of Aldermen of the City, and each succeeding fifth "bond year"), and within sixty (60) days of the date the last bond that is part of the Bonds is discharged the City shall (i) calculate, or cause to be calculated, the "rebate amount" as of each "computation date" or the "final computation date" attributable to any investment in "investment-type property" made by the City, of "gross proceeds" of the Bonds, and (ii) remit the following to the United States Treasury within sixty (60) days of the last day of the fifth and each succeeding fifth "bond year": (A) an amount of money equal to such "rebate amount" (treating for purposes of such calculation any previous payments made to the United States Treasury on account of such "rebate amount" as if the payment on any such date was an "expenditure" constituting a "rebate payment"), (B) the calculations supporting the amount of "rebate amount" attributable to any investments in "investment-type property" made by the City of gross proceeds of the Bonds and (C) any other information required to comply with Section 148 of the Code.

(b) The City shall keep accurate records of each investment-type property (as that term is defined in Section 148(b) of the Code), if any, acquired, directly or indirectly, with "gross proceeds" of the Bonds and each expenditure it makes with "gross proceeds". Such records shall include the purchase price, nominal interest rate, dated date, maturity date, type of property, frequency of periodic payments, period of compounding, yield to maturity, amount actually or constructively realized on disposition, disposition date, and evidence of the "fair market value" of such property on the purchase date and disposition date (or deemed purchase or disposition date), for each item of such "investment-type property".

SECTION 20. The City hereby designates the Bonds as "qualified tax-exempt obligation" as defined in and for the purposes of Section 265(b)(3) of the Code. For purposes of this designation, the City hereby represents that:

(a) the City reasonably anticipates that the amount of tax-exempt obligations to be issued by it during the period from January 1, 2013 to December 31, 2013, and the amount of obligation designated as "qualified tax-exempt obligation" by it, will not exceed \$10,000,000 when added to the aggregate principal amount of the Bonds; and

(b) for purposes of this Section 20, the following obligation are not taken into account in determining the aggregate principal amount of tax-exempt obligations issued by the City: (i) a private activity bond as defined in Section 141 of the Code (other than a qualified 501(c)(3) bond, as defined in Section 145 of the Code); and (ii) any obligation issued to refund any other tax-exempt obligation (other than to advance refund within the meaning of Section 149(d)(5) of the Code) as provided in Section 265(b)(3)(c) of the Code does designate the Bonds as "qualified tax-exempt obligations" as defined in and for the purposes of Section 265(b)(3) of the Code.

SECTION 21. The City hereby agrees for the benefit of the holders and beneficial owners of the Bonds for so long as it remains obligated to advance funds to pay the Bonds to provide (i) certain updated financial information and operating data annually, and (ii) notices of specified events, as hereinafter set forth, in a timely manner not in excess of ten business days after the occurrence of such events, to the Municipal Securities Rulemaking Board (the "MSRB") through MSRB's Electronic Municipal Market Access system at www.emma.msrb.org ("EMMA"), in the electronic format then prescribed by the Securities and Exchange Commission (the "SEC") (the "Required Electronic Format") pursuant to Rule 15c2-12, as amended from time to time (the "Rule") of the SEC, together with any identifying information or other information then required to accompany the applicable filing (the "Accompanying Information"). This information will be available free to securities brokers and others at EMMA.

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

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

The City's current fiscal year end is September 30. Accordingly, it must provide updated information within twelve months after the end of each fiscal year. If the City changes its fiscal

year, it will notify the MSRB in the Required Electronic Format through EMMA, together with any Accompanying Information, of the change.

Anyone requesting information under the continuing disclosure requirements of SEC Rule 15c2-12 should contact the City Clerk, City Hall, 8710 Northwest Drive, Southaven, Mississippi 38671 Telephone Number: (662) 280-2489.

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

The City has agreed to provide the foregoing information to the MSRB in the Required Electronic Format through EMMA, together with any Accompanying Information. The information will be available free to holders of Bonds through EMMA.

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

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

SECTION 22. The Bonds shall be offered for sale on sealed bids at a meeting of the Governing Body to be held at the place, and on the date and at the hour specified and upon the terms and conditions set out in the Notice in Section 23 hereof. On or before said date and hour, such sealed bids must be filed with the Clerk at the place specified in the Notice. The Governing Body reserves the right to reject any and all bids submitted, and if all bids are rejected, to sell the Bonds at a private sale at any time within sixty (60) days after the date advertised for the receipt of bids, at a price not less than the highest bid which shall have been received at the advertised sale.

SECTION 23. As required by Section 31-19-25, Mississippi Code of 1972, as amended, the Clerk is hereby authorized and directed to give Notice by publishing an advertisement at least two (2) times in the *DeSoto Times Tribune*, a newspaper published in and of general circulation in the City, the first publication thereof to be made at least ten (10) days preceding the date fixed herein for the receipt of bids. The Notice shall be in substantially the following form:

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

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

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

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

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

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

the conditions and in the manner provided in the Bond Resolution under which the Bonds are issued.

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

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

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

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

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

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

taxable property within the geographical limits of the City adequate and sufficient to provide for the payment of the principal of and the interest on the Bonds as the same falls due.

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

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

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

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

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

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

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

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

The City has covenanted in its Bond Resolution that under SEC Rule 15c2-12, the City will deliver or cause to be delivered annually, commencing with the fiscal year of the City ending on September 30, 2014, to each "nationally recognized municipal securities information repository," within the meaning of SEC Rule 15c2-12, and certain other entities described in SEC Rule 15c2-12 (said repositories and other entities are collectively referred to as the "Repositories"), (i) annual financial information and operating data relating to the City, including audited financial statements of the City and (ii) notice of certain events, if any, relating to the Bonds and the City, if the City deems such events to be material, as set forth in SEC Rule 15c2-12. Anyone requesting information under the continuing disclosure requirements of SEC Rule 15c2-12 should contact the City Clerk, City Hall, 304 Highway 51 South, Southaven, Mississippi 39157 Telephone Number: (601) 856-7113.

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

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

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

/s/ Sheila Heath
CITY CLERK

PUBLISH: November 7 and 14, 2013

SECTION 24. The Clerk shall obtain from the publisher of the aforesaid newspaper the customary publisher's affidavit proving publication of the Notice for the time and in the manner required by law, and such proof of publication shall be filed in the Clerk's office and exhibited before the Governing Body at the hour and date aforesaid.

SECTION 25. The Governing Body hereby approves and adopt the Preliminary Official Statement for the sale of the Bonds in the form attached hereto as **EXHIBIT A**, and hereby authorizes the Mayor and City Clerk to sign a Preliminary Official Statement in substantially the same form for and on behalf of said Governing Body.

SECTION 26. The City deems the Preliminary Official Statement to be "final" as described in SEC Rule 15c2-12(b)(1) (the "Rule") for the purposes of such Rule.

SECTION 27. That the distribution of copies of said Preliminary Official Statement to prospective purchasers of the Bonds is hereby authorized and ratified.

SECTION 28. That the City hereby certifies that it is in compliance with the continuing disclosure requirements of Securities and Exchange Commission Rule 15c2-12, as amended (the "Rule") in connection with all applicable bond issues sold, issued and delivered by the City since July 1, 1995.

SECTION 29. Upon the sale of the Bonds, the Mayor and Clerk are hereby authorized and directed to cause to be prepared and to execute a final Official Statement in connection with the Bonds in substantially the form of the Preliminary Official Statement, subject to minor amendments and supplement as approved by the Mayor and Clerk executing same (the execution thereof shall constitute approval of any such completions, changes, insertions and modifications).

SECTION 30. If in the opinion of Bond Counsel, a supplement or amendment to the Preliminary Official Statement or Official Statement is necessary to provide proper disclosure for the Bonds, the Governing Body desires to authorize (a) Bond Counsel acting as disclosure counsel to prepare such supplement or amendment to the Preliminary Official Statement and/or the Official Statement in a form and in a manner approved by the Bond Counsel acting as disclosure counsel and (b) the Bond Counsel and/or the successful bidder for the Bonds to provide distribution of such supplement or amendment to the Preliminary Official Statement and/or Official Statement, as the case may be, in connection with the sale of the Bonds.

SECTION 31. Each of the following constitutes an event of default under this Bond Resolution:

(a) failure by the City to pay any installment of principal of or interest on any Bond at the time required;

(b) failure by the City to perform or observe any other covenant, agreement or condition on its part contained in this Bond Resolution or in the Bonds, and the continuance thereof for a period of thirty (30) days after written notice thereof to the City by the Registered Owners of not less than ten percent (10%) in principal amount of the then outstanding Bonds; or

(c) an Act of Bankruptcy occurs.

SECTION 32. The Mayor and Clerk and any other Authorized Officers of the Governing Body are authorized to execute and deliver such resolutions, certificates and other documents as our required for the sale, issuance and delivery of the Bonds.

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

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

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

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted, on this the 5th day of November, 2013.

CITY OF SOUTHAVEN, MISSISSIPPI

BY: _____
DARREN MUSSELWHITE
MAYOR

ATTEST:

SHEILA HEATH
CITY CLERK

(SEAL)

EXHIBIT A

FORM OF PRELIMINARY OFFICIAL STATEMENT

ButlerSnow 18144365v3

PRELIMINARY OFFICIAL STATEMENT DATED NOVEMBER 5, 2013

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

NEW ISSUE-BOOK ENTRY

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

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

DATED: December 1, 2013

DUE: December 1, as shown below

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

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

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

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

The Bonds are being offered for sale in accordance with the official Notice of Bond Sale, dated November 5, 2013, the form of which is attached hereto as APPENDIX B.

Sealed bids for the Bonds will be received by the City Clerk at her office in City Hall of the City of Southaven, Mississippi on or before 3:00 o'clock p.m. on November 19, 2013, for subsequent presentation to the Mayor and Board of Aldermen of the City of Southaven, Mississippi, at a meeting scheduled for 6:00 o'clock p.m. on November 19, 2013, in their meeting place in the City Hall of the City of Southaven, Mississippi.

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

The date of this Official Statement is _____, 2013.

This Preliminary Official Statement and certain of the information contained herein is in a form deemed final for purposes of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (except for the omission of certain information permitted to be omitted under Rule 15c2-12(b)(1)). This Preliminary Official Statement and the information contained herein are subject to revision, completion or amendment, in the final Official Statement. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

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

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THE CITY OF SOUTHAVEN, MISSISSIPPI

DARREN MUSSELWHITE
MAYOR

BOARD OF ALDERMEN

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

SHEILA HEATH
CITY CLERK

BUTLER SNOW LLP
RIDGELAND, MISSISSIPPI
CITY ATTORNEY

GOVERNMENT CONSULTANTS, INC.
JACKSON, MISSISSIPPI
FINANCIAL ADVISOR

BUTLER SNOW LLP
RIDGELAND, MISSISSIPPI
BOND COUNSEL

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OFFICIAL STATEMENT

\$6,565,000

GENERAL OBLIGATION BONDS

SERIES 2013A

OF THE

CITY OF SOUTHAVEN, MISSISSIPPI

INTRODUCTION

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

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

THE BONDS

Definitions

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

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

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

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

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

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

"Clerk" shall mean the City Clerk of the City.

"Construction Project" shall mean (a) constructing, improving or paving streets, sidewalks, driveways, parkways, walkways, bridges, culverts or public parking facilities, and purchasing land therefor; protecting a municipality, its street and sidewalks from overflow, caving banks and other like dangers; establishing storm or drainage, and repairing, improving and extending the same; (b) erecting, repairing, improving, adorning and equipping municipal buildings and purchasing buildings or land therefor.

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

"Mayor" shall mean the Mayor of the City.

"Paying Agent" shall mean any bank, trust company or other institution hereafter designated by the Governing Body for the payment of the principal of and interest on the Bonds.

"Project" shall mean together (i) the Construction Project, and (ii) paying costs of issuance of the Bonds.

Purpose and Authorization

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

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

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

Security

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

applied toward payment of the principal of and interest on the Bonds due during the ensuing fiscal year of the City. The City, when necessary, will levy annually a special tax upon all taxable property within the geographical limits of the City adequate and sufficient to provide for the payment of principal of and the interest on the Bonds as the same falls due.

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

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

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

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

Form of the Bonds

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

Redemption Provisions

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

Notice of redemption identifying the numbers of Bonds or portions thereof to be redeemed shall be given to the Registered Owners thereof by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption. Failure to mail or receive any such notice, or any defect therein or in the mailing thereof, shall not affect the validity of any proceedings for the redemption of Bonds. Any notice mailed as provided herein shall be conclusively presumed to have been given, irrespective of whether received. If such written notice of redemption is made and if due provision for payment of the redemption price is made, all as provided above, the Bonds which are to be redeemed thereby automatically shall be deemed to have been redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the owner to receive the redemption price out of the funds provided for such payment. If at the time of mailing of any notice of redemption, there shall not be on deposit with the paying agent (the "Paying Agent") sufficient moneys to redeem all of the Bonds called for redemption, such notice shall state that it is subject to the deposit of moneys with the Paying Agent not later than on the redemption date and shall be of no effect unless such moneys are deposited.

Book-Entry Only System

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

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

Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com and www.dtc.org.

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

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

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

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

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

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

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

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

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

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

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

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

RATING

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

FINANCIAL ADVISOR

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

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

TAX EXEMPTION

General

The Internal Revenue Code of 1986, as amended (the "Code"), establishes certain requirements which must be met subsequent to delivery of the Bonds in order that the interest on the Bonds is excludable from gross income for federal income tax purposes under Section 103 of

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

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

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

Under existing law, Bond Counsel is of the opinion that, interest on the Bonds is exempt from all present taxes imposed by the State of Mississippi and any county, municipality or other political subdivision of the State of Mississippi, except for inheritance, estate and transfer taxes.

Certain Federal Tax Information

General. The following discussion of certain federal income tax matters is a summary of possible collateral tax consequences. It does not purport to deal with all aspects of federal taxation that may be relevant to particular registered owners. Further, the following discussion should not be construed as expressing an opinion of Bond Counsel as to any such matters, not specifically addressed in their opinion. **Prospective purchasers of the Bonds should be aware that ownership of the Bonds may result in collateral federal income tax consequences in certain taxpayers, including, without limitation, financial institutions, property and casualty insurance companies, individual recipients of Social Security or Railroad**

Retirement benefits, certain S corporations with "excess net passive income," foreign corporations subject to the branch profits tax, life insurance companies and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry or have paid or incurred certain expenses allocable to the Bonds. Bond Counsel does not express any opinion regarding such collateral tax consequences. Prospective purchasers of the Bonds should consult their tax advisors regarding collateral federal income tax consequences.

Alternative Minimum Tax. The Code imposes an alternative minimum tax with respect to individuals and corporations on alternative minimum taxable income. A 20 percent alternative corporate minimum tax is imposed on corporations (other than S corporations, regulated investment companies, real estate investment trusts or real estate mortgage investment conduits, as such terms are defined in the Code). Interest on the Bonds is not treated as a preference item in calculating alternative minimum taxable income. The Code provides, however, that the corporation's alternative minimum taxable income is increased by 75 percent of the excess (if any) of (i) the "adjusted current earnings" of a corporation over (ii) its alternative minimum taxable income (determined without regard to this adjustment and the alternative tax net operating loss deduction). Interest on tax-exempt obligations, including the interest on the Bonds, would generally be included in computing a corporation's "adjusted current earnings." Accordingly, a portion of any interest on the Bonds received or accrued by a corporate registered owner will be included in computing such corporation's alternative minimum taxable income for such year.

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

The City has designated the Bonds as "qualified tax-exempt obligations" pursuant to Section 265(b)(3)(C) of the Code. Eighty percent (80%) of the interest expense deemed incurred by banks, thrift institutions and other financial institutions to purchase or carry "qualified tax-exempt obligations" is deductible.

Changes in Federal and State Tax Laws

From time to time, there are legislative proposals introduced and regulatory actions proposed or announced at the federal or state level that, if enacted, could alter or amend directly or indirectly relevant federal and state tax matters, including, without limitation, those mentioned hereinabove or could adversely affect the market value of the Bonds. It cannot be predicted whether or when or in what form any such legislative or regulatory proposal might be enacted or implemented or whether if enacted or implemented it would apply to tax exempt obligations issued prior to enactment or implementation. In addition, from time to time litigation is threatened or commenced which, if concluded in a particular manner, could adversely affect relevant tax matters or the market value of the Bonds. It cannot be predicted how any particular litigation or judicial action will be resolved or whether the Bonds or the market value thereof would be impacted thereby. Purchasers of the Bonds should consult their tax advisors regarding any pending or proposed legislation, regulatory initiatives or litigation. The opinions expressed

by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Bonds and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any pending or proposed legislation, regulatory initiatives or litigation.

CONTINUING DISCLOSURE

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

Annual Reports

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

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

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

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

Material Event Notices

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

Availability of Information from Each Repository

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

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

Limitations and Amendments

The City has agreed to update information and to provide notices of material events only as described above. The City has not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition, or prospects or agreed to update any information that is provided, except as described above. The City makes

no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell Bonds at any future date. The City disclaims any contractual or tort liability for damages resulting in whole or in part from any breach of its continuing disclosure agreement or from any statement made pursuant to its agreement, although holders or beneficial owners of Bonds may seek a writ of mandamus to compel the City to comply with its agreement.

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

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

Compliance with Prior Undertaking

The City is in compliance with all continuing disclosure agreements executed in connection with previously issued debt subject to the Rule. There have been instances in the previous five years in which the City has failed to comply, in all material respects, with previous written undertakings of the City to provide continuing disclosure. The City did file its annual financial information and operating data, including the available audited financial statements by the March 31 deadline set forth in their continuing disclosure undertakings in years 2012 and 2013. On November 29, 2010, the City filed its annual financial information and operating data, including audited financial statements for years 2006, 2007, 2008 and 2009. However, the City notes that it has failed to file unaudited financial statements, in accordance with their continuing disclosure undertakings in the previous five years.

MISCELLANEOUS AND LEGAL INFORMATION

No Default on Securities

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

No Bond Proceeds for Current Operating Expenses

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

Pension Plan

The City has no pension plan or retirement plan for employees. City employees are members of and contribute to the Mississippi Public Employees' Retirement System.

No-Litigation Certificate

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

Validation

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

Approval of Legal Proceedings

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

Miscellaneous

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

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

The Preliminary Official Statement, dated November 5, 2013, has been "deemed final" as of such date by the City with permitted omissions, subject to change without notice and to completion or modification in a final Official Statement (the "Official Statement"). The City will make available to the successful bidder a reasonable number of Official Statements within seven (7) business days (excluding Saturdays, Sundays and national holidays) of the award of the

Bonds. The successful bidder shall conform to the requirements of SEC Rule 15c2-12, including an obligation, if any, to update the Official Statement and shall bear all costs relating thereto. During the period from the delivery of the Official Statement to and including the date which is twenty-five (25) days following the end of the underwriting period for the Bonds (as described below) the City shall notify the successful bidder if any event of which it has knowledge shall occur which might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

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

CITY OF SOUTHAVEN, MISSISSIPPI

/s/ Darren Musselwhite
MAYOR

/s/Sheila Heath
CITY CLERK

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APPENDIX A
INFORMATION ON THE CITY

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ECONOMIC AND DEMOGRAPHIC INFORMATION

General Description

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

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

Population

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

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

¹Unincorporated

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

Government

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

The members of the Governing Body are:

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

Transportation

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

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

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

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

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

County Employment

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

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

Per Capita Income

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

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

Major Employers

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

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

SOURCE: Mississippi Development Authority; October, 2013¹.

¹ MDA's employment figures are as of August, 2010.

Retail Sales for the City

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

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

Educational Facilities

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

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

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

Banking Institutions

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

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

² Head office in Tupelo, Mississippi.

³ Head office in Ridgeland, Mississippi.

⁴ Head office in Meridian, Mississippi.

⁵ Head office in Amory, Mississippi.

⁶ Head office in Clarksdale, Mississippi.

⁷ Head office in Horn Lake, Mississippi.

⁸ Head office in Batesville, Mississippi.

⁹ Head office in Memphis, Tennessee, assets as of 12/31/12, obtained from Bank's 2012 Annual Report.

¹⁰ Head office in Kosciusko, Mississippi. Renasant Corporation will acquire M&F Bank; the acquisition is expected to close during the third quarter of 2013.

¹¹ Head office in Birmingham, Alabama, assets as of 9/30/12, obtained from Bank's website.

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

¹³ Head office in Senatobia, Mississippi.

¹⁴ Head office in Jackson, Mississippi.

¹⁵ Head office in Sioux Falls, South Dakota, assets as of 12/31/12, obtained from Bank's 2012 Annual Report.

TAX INFORMATION

Assessed Valuation

Assessment Year	Real Property	Personal Property ¹⁶	Public Utility Property	Total
2013 ¹⁷	\$321,984,668	\$187,516,635	\$11,863,604	\$521,364,907
2012	347,692,132	173,432,380	10,822,106	531,946,618
2011	347,139,528	163,571,760	9,685,865	520,397,153
2010	341,298,918	105,219,105	8,749,749	446,518,023 ¹⁸
2009	336,539,614	109,201,432	10,910,702	456,651,748

SOURCE: Office of the County Tax Assessor.

Procedure for Property Assessments

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

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

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

Procedure for Tax Collections

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

¹⁶ Personal Property includes automobiles, other motor vehicles and mobile homes.

¹⁷ Decrease in assessed value due to reappraisal.

¹⁸ Decrease is the result in fewer automobile purchases and a decrease in public utility property value.

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

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

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

History of Assessed Valuation

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

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

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

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

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

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

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

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

Homestead Exemption

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

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

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

Tax Levy per \$1000 Valuation*

(Year in Which Taxes Levied)

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

*Tax Levy is shown in mills.

SOURCE: Office of the City Administrator.

DEBT INFORMATION

Legal Debt Limit Statement

(as of October, 2013)

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

General Statutory Debt Limits Provisions

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

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

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

Outstanding General Obligation Bonded Debt

(as of October, 2013)

Issue	Date of Issue	Original Principal	Outstanding Principal
Public Improvement Bonds	12/01/04	\$4,500,000	\$ 415,000
Public Improvement Bonds	12/01/05	4,500,000	3,365,000
Public Improvement Bonds	07/01/07	6,000,000	4,710,000
Public Improvement Bonds	07/01/08	4,000,000	3,315,000
G.O. Notes	12/01/08	3,300,000	720,000
G.O. Refunding Bonds	04/16/09	6,665,000	5,080,000
G. O. Bonds	02/26/10	6,000,000	5,400,000
G.O. Refunding Bonds	04/15/10	3,595,000	2,195,000
G.O. Refunding Bonds	11/30/10	3,225,000	2,820,000
G.O. Refunding Bonds	02/17/11	3,505,000	2,620,000
G.O. W&S Refunding Bonds ¹⁹	10/31/12	2,735,000	2,735,000
G.O. Refunding Bonds, 2012A	10/31/12	3,015,000	2,955,000
G.O. Bonds	11/29/12	2,875,000	2,875,000
Total			\$39,205,000

SOURCE: Office of the City Administrator.

¹⁹ Subject only to 20% limitation.

Additional Bonded Debt (not subject to Debt Limits)²⁰

(as of October, 2013)

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

Other Long-Term Debt

(as of October, 2013)

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

SOURCE: Office of the City Administrator.

Other Outstanding Debt

The City also has outstanding approximately \$2,000,000 in tax increment limited obligation bonds, secured solely by the tax revenue received from the five projects, which are

²⁰ The debt shown in the chart above constitutes debt incurred by revenue producing projects of the City. The current outstanding revenue producing debt was incurred in connection with the water and sewer system, and such debt is paid with revenues of the City derived from the operation of the water and sewer system. Such bonds and the interest thereon are limited obligations of the City and do not constitute nor give rise to any pecuniary liability of the City or a charge against its general credit or taxing powers.

²¹ The City borrowed \$4,000,000 on July 1, 2003 from the Mississippi Development Bank (the "Bank") in order to fund a portion of the cost of recreation facilities within the City. This loan is payable from legally available revenues of the City, including tax monies, backed by agreements which provide for the intercept of local taxes from the State Tax Commission, and further secured by a Financial Guaranty Insurance Policy and a Surety Bond. The loans are exempt from the 15% and the 20% debt limitations.

²² The City borrowed \$4,500,000 on March 1, 2004 from the Mississippi Development Bank (the "Bank") in order to fund a portion of the cost of recreation facilities within the City. This loan is payable from legally available revenues of the City, including tax monies, backed by agreements which provide for the intercept of local taxes from the State Tax Commission, and further secured by a Financial Guaranty Insurance Policy and a Surety Bond. The loans are exempt from the 15% and the 20% debt limitations.

²³ The City borrowed \$9,000,000 from the Bank on March 1, 2006 for improvements in the water and sewer systems. The loan is secured by revenues of the City derived from the operation of the water and sewer system. The bonds and the interest thereon are limited obligations of the City and do not constitute or give rise to any pecuniary liability of the City or a charge against its general credit or taxing powers.

²⁴ The City borrowed \$4,185,000 from the Bank on November 7, 2006 to refund a portion of the loan made to it by the Bank on March 1, 2000, which loan funded a portion of the cost of recreation facilities within the City. The 2006 loan is payable from legally available revenues of the City, including tax monies, backed by an agreement which provides for the intercept of local taxes from the State Tax Commission, and further secured by a Financial Guaranty Insurance Policy and a Surety Bond.

²⁵ The City borrowed \$6,500,000 from the Bank on February 1, 2009 for improvements in the water and sewer systems. The loan is secured by revenues of the City derived from the operation of the water and sewer system. The bonds and the interest thereon are limited obligations of the City and do not constitute or give rise to any pecuniary liability of the City or a charge against its general credit or taxing powers.

subject to neither the 15 nor 20 percent debt limitations, pursuant to Section 21-45-9, Mississippi Code of 1972.

Also, the City has entered into an agreement with the Mississippi Development Authority for loans under the local government's capital improvements revolving loan program. The loan balance as of September 30, 2010 was \$1.9 million, and is subject to neither the 15 nor 20 per cent debt limitation.

The City has entered into lease purchase agreements which are subject to annual appropriations and they are subject to neither the 15 nor 20 percent debt limitation.

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

Annual Debt Service Requirements

General Obligation Bonds							
FY Ending September 30	Existing Debt			New Issue			Estimated Total Debt Service
	Principal	Interest	Total	Principal	Interest	Total	
2014	\$3,735,000.00	\$1,361,954.79	\$5,096,954.79	\$0.00			
2015	3,105,000.00	1,230,947.54	4,335,947.54	325,000.00			
2016	3,215,000.00	1,032,052.54	4,247,052.54	335,000.00			
2017	3,325,000.00	935,702.54	4,260,702.54	350,000.00			
2018	3,430,000.00	833,058.79	4,263,058.79	365,000.00			
2019	3,550,000.00	724,063.79	4,274,063.79	375,000.00			
2020	3,400,000.00	617,198.79	4,017,198.79	390,000.00			
2021	2,925,000.00	518,084.43	3,443,084.43	405,000.00			
2022	2,655,000.00	430,555.05	3,085,555.05	420,000.00			
2023	2,385,000.00	353,705.67	2,738,705.67	440,000.00			
2024	2,145,000.00	281,425.03	2,426,425.03	455,000.00			
2025	1,935,000.00	211,266.26	2,146,266.26	475,000.00			
2026	1,390,000.00	148,547.51	1,538,547.51	490,000.00			
2027	1,110,000.00	98,353.13	1,208,353.13	510,000.00			
2028	705,000.00	52,193.75	757,193.75	530,000.00			
2029	420,000.00	25,475.00	445,475.00	550,000.00			
2030	440,000.00	8,800.00	448,800.00	570,000.00			
2031	0.00	0.00	0.00	595,000.00			
2032	0.00	0.00	0.00	615,000.00			
2033	0.00	0.00	0.00	640,000.00			
2034	0.00	0.00	0.00	665,000.00			
Total:	\$39,870,000.00	\$8,863,384.61	\$48,733,384.61				

General Obligation Bonded Debt

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

Debt Ratios

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

Overlapping General Obligation Indebtedness

(as of October, 2013)

	2010 Population	Current Assessed Valuation ²⁶	General Obligation Bonded Debt	General Obligation Bonded Debt Per Capita
DeSoto County	161,252	\$1,603,722,772	\$97,665,000	\$605.66

	Current Assessed Valuation	Total General Obligation Bonded Debt
DeSoto County School District	\$1,569,717,013 ²⁵	\$115,740,000 ²⁷

²⁶ 2012 Assessment Year.

²⁷ Source: District's 2012 Audited Financial Statement.

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APPENDIX B
NOTICE OF BOND SALE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The City has covenanted in its Bond Resolution that under SEC Rule 15c2-12, the City will deliver or cause to be delivered annually, commencing with the fiscal year of the City ending on September 30, 2014, to each "nationally recognized municipal securities information repository," within the meaning of SEC Rule 15c2-12, and certain other entities described in SEC Rule 15c2-12 (said repositories and other entities are collectively referred to as the "Repositories"), (i) annual financial information and operating data relating to the City, including audited financial statements of the City and (ii) notice of certain events, if any, relating to the Bonds and the City, if the City deems such events to be material, as set forth in SEC Rule 15c2-12. Anyone requesting information under the continuing disclosure requirements of SEC Rule 15c2-12 should contact the City Clerk, City Hall, 304 Highway 51 South, Southaven, Mississippi 39157 Telephone Number: (601) 856-7113.

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

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

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

/s/ Sheila Heath
CITY CLERK

PUBLISH: November 7 and 14, 2013

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APPENDIX C
BUDGETS

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ADOPTED BUDGET FOR FISCAL YEAR 2013-2014

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APPENDIX D

AUDIT

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**FINANCIAL STATEMENT FOR FISCAL YEAR
ENDED SEPTEMBER 30, 2012**

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APPENDIX E

FORM OF CONTINUING DISCLOSURE AGREEMENT

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CONTINUING DISCLOSURE AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"State" shall mean the State of Mississippi.

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

Section 2. Annual Reports.

- a. The City agrees to provide or cause to be provided to each Repository all annual financial information and operation data regarding the City, together with any Accompanying Information, commencing with information and data for the fiscal year ending September 30, 2014, as follows:
 - (i) Up-dated financial information and operating data of the type contained in the Official Statement as set forth in APPENDIX A under the headings "ECONOMIC AND DEMOGRAPHIC INFORMATION," "TAX INFORMATION," and "DEBT INFORMATION;
 - (ii) Updated financial statements, which includes information on the City's general fund, capital project funds and special revenue funds, prepared in accordance with state law which utilizes the generally accepted accounting principles, as promulgated by the Governmental Accounting Standards Board from time to time, as set forth in APPENDIX D of the Official Statement; and
 - (iii) Updated budgeted or estimated revenues and expenditures of the City's general fund as set forth in APPENDIX C of the Official Statement.

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

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

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

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

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

Section 4. Event Notice.

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

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

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

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

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

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

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

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

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

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

CITY OF SOUTHAVEN, MISSISSIPPI

By: _____
Mayor

ATTEST:

City Clerk

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APPENDIX F

FORM OF OPINION OF BOND COUNSEL

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[FORM OF OPINION OF BOND COUNSEL]

Mayor and Board of Aldermen
City of Southaven, Mississippi

Dear Sirs:

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

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

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

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

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

1. The transcript of proceedings evidences complete legal authority for the issuance of the Bonds in full compliance with the laws of the State presently in effect, and that the Bonds constitute valid and legally binding obligations of the City payable from and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate or amount upon all the taxable property within the geographical limits of the City.

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

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

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

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

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

Owners of the Bonds should consult their own tax advisors as to the applicability and effect on their federal income taxes of the alternative minimum tax, the environmental tax, the branch profits tax and the tax on passive investment income of corporations, as well as the applicability and effect of any other collateral federal income tax consequences.

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

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

Very truly yours,

BUTLER SNOW LLP

RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE OF TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2013B, OF THE CITY OF SOUTHAVEN, MISSISSIPPI (THE "CITY") IN THE MAXIMUM PRINCIPAL AMOUNT OF NOT TO EXCEED TWO MILLION NINE HUNDRED THIRTY FIVE THOUSAND DOLLARS (\$2,935,000) (THE "BONDS") TO RAISE MONEY FOR THE PURPOSE OF PROVIDING FUNDS FOR (I) CURRENT REFUNDING THE OUTSTANDING PROMISSORY NOTE BY AND BETWEEN THE CITY AND BANCORPSOUTH BANK, DATED FEBRUARY 1, 2005 ISSUED IN THE ORIGINAL PRINCIPAL AMOUNT OF \$4,000,000; AND (II) PAYING FOR COSTS OF ISSUANCE OF THE BONDS (THE "PROJECT"); AND FOR RELATED MATTERS.

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

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

"Act" shall mean together, the Bond Act and the Refunding Act.

"Act of Bankruptcy" shall mean the filing of a petition in bankruptcy by or against the City under any applicable bankruptcy, insolvency, reorganization or similar law, now or hereafter in effect.

"Agent" shall mean any Paying Agent or Transfer Agent, whether serving in either or both capacities, and herein designated by the Governing Body.

"Authorized Officer" means the Mayor of the City, the Clerk of the City and any other officer designated from time to time as an Authorized Officer by resolution of the City, and when used with reference to any act or document also means any other Person authorized by resolution of the City to perform such act or sign such document.

"Bond" or "Bonds" shall mean the not to exceed \$2,935,000 Taxable General Obligation Refunding Bonds, Series 2013B, of the City authorized and directed to be issued in this resolution.

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

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

"Bond Purchase Agreement" shall mean the Bond Purchase Agreement, by and between the City and the Purchaser, dated the date of sale of the Bonds.

"Bond Resolution" shall mean this resolution, as may be amended from time to time.

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

"Clerk" shall mean the City Clerk of the City.

"Financial Advisor" shall mean Government Consultants, Inc., Jackson, Mississippi.

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

"Mayor" shall mean the Mayor of the City.

"Paying Agent" shall mean any bank, trust company or other institution as specified in the Bond Purchase Agreement for the payment of the principal of and interest on the Bonds.

"Person" shall mean an individual, partnership, corporation, trust or unincorporated organization and a government or agency or political subdivision thereof.

"Project" shall mean together (i) the Refunding Project, and (ii) paying costs of issuance of the Bonds.

"Purchaser" shall mean the purchaser of the Bonds as specified in the Bond Purchase Agreement.

"Record Date" shall mean, as to interest payments, the 15th day of the month preceding the dates set for payment of interest on the Bonds and, as to payments of principal, the 15th day of the month preceding the maturity date or the date set for redemption.

"Record Date Registered Owner" shall mean the Registered Owner as of the Record Date.

"Refunding Act" shall mean Sections 31-15-1 et seq., Mississippi Code of 1972, as amended.

"Refunding Project" shall mean proving funds for the current refunding of the 2005 Note at par plus accrued and unpaid interest.

"Registered Owner" shall mean the Person whose name shall appear in the registration records of the City maintained by the Transfer Agent.

"Transfer Agent" shall mean any bank, trust company or other institution hereafter designated by the Governing Body for the registration of owners of the Bonds and for the performance of such other duties as may be herein or hereafter specified by the Governing Body.

"2005 Note" shall mean the outstanding Promissory Note by and between the City and BancorpSouth Bank, dated February 1, 2005 issued in the original principal amount of \$4,000,000.

"2005 Lender" shall mean BancorpSouth Bank.

"2013B Bond Fund" shall mean the City of Southaven, Mississippi Taxable General Obligation Refunding Bonds, Series 2013B, 2013B Bond Fund provided for in Section 12 hereof.

"2013B Costs of Issuance Fund" shall mean the City of Southaven, Mississippi Taxable General Obligation Refunding Bonds, Series 2013B, 2013B Costs of Issuance Fund provided for in Section 13 hereof.

(b) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words and terms herein defined shall be equally applicable to the plural as well as the singular form of any of such words and terms.

1. Heretofore, on the 1st day of October, 2013, the Governing Body adopted a certain resolution entitled "RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI (THE "CITY"), TO ISSUE GENERAL OBLIGATION BONDS, IN ONE OR MORE SERIES, OF SAID CITY IN THE MAXIMUM PRINCIPAL AMOUNT OF NOT TO EXCEED NINE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$9,500,000) (THE "BONDS") TO RAISE MONEY FOR THE PURPOSE OF PROVIDING FUNDS FOR (I) CONSTRUCTING, IMPROVING OR PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS, BRIDGES, CULVERTS OR PUBLIC PARKING FACILITIES, AND PURCHASING LAND THEREFOR; PROTECTING A MUNICIPALITY, ITS STREET AND SIDEWALKS FROM OVERFLOW, CAVING BANKS AND OTHER LIKE DANGERS; ESTABLISHING STORM OR DRAINAGE, AND REPAIRING, IMPROVING AND EXTENDING THE SAME; (II) ERECTING, REPAIRING, IMPROVING, ADORNING AND EQUIPPING MUNICIPAL BUILDINGS AND PURCHASING BUILDINGS OR LAND THEREFOR; (III) REFUNDING THE OUTSTANDING PROMISSORY NOTE BY AND BETWEEN THE CITY AND BANCORPSOUTH BANK, DATED FEBRUARY 1, 2005 ISSUED IN THE ORIGINAL PRINCIPAL AMOUNT OF \$4,000,000; AND (IV) PAYING FOR COSTS OF ISSUANCE OF THE BONDS; AND DIRECTING PUBLICATION OF NOTICE OF SUCH INTENTION" (the "Intent Resolution") wherein the Governing Body found, determined and adjudicated that it is necessary that bonds of the City be issued in the amount, for the purpose and secured as aforesaid, declared its intention to issue said bonds, and fixed 5:00 o'clock p.m. on November 5, 2013, as the date and hour any protest to be made against the issuance of such bonds was required to be filed.

2. As required by law and as directed by the Intent Resolution, the Intent Resolution was published once a week for at least three (3) consecutive weeks in the *DeSoto Times-Tribune*, a newspaper published in and having a general circulation in the City, and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended, the first publication having been made not less than twenty-one (21) days prior to November 5, 2013, and the last publication having been made not more than seven (7) days prior to such date, said notice having been published in said newspaper on October 10, 17, 24 and 31, 2013, as evidenced by the publisher's affidavit heretofore presented and filed.

3. On or prior to the hour of 5:00 o'clock p.m. on November 5, 2013, no written protest against the issuance of the Bonds described in the Intent Resolution had been filed or presented by qualified electors of the City.

4. The Governing Body is now authorized and empowered by the provisions of the Act to issue its Bonds to fund the Project. It is advisable and in the public interest to issue the Bonds for the purpose stated herein.

5. The estimated costs of the Project is not to exceed Two Million Nine Hundred Thirty Five Thousand Dollars (\$2,935,000).

6. The Governing Body recognizes that the current low interest rate environment provides an opportunity to realize savings from the issuance of the Bonds; and the Governing Body further realizes that the Governing Body must move expeditiously to accomplish the greatest savings possible by the issuance of the Bonds.

7. In that the Bond market is volatile, the Governing Body authorizes Bond Counsel and Financial Advisor to negotiate the terms of the sale of the Bonds to the Purchaser (the Purchaser to be designated in the Bond Purchase Agreement, the execution thereof shall constitute conclusive evidence and approval of the Purchaser), subject to the satisfaction of the conditions as hereinafter set forth in Section 19 and the Governing Body hereby authorizes the Mayor and Clerk to execute the Bond Purchase Agreement (the execution thereof shall constitute conclusive evidence approval of any such completions, changes, insertions and modifications) prior to a scheduled meeting of the Governing Body in order to maximize the savings to the City regarding the issuance of the Bonds.

8. It is necessary to approve the form of and execution of the Bond Purchase Agreement with regard to the sale of the Bonds.

9. It is necessary to authorize the Mayor or Clerk of the City to provide a copy of this resolution to the 2005 Paying Agent as written authorization of the current refunding of the 2005 Note.

10. It has now become necessary to make provision for the preparation, execution and issuance of said Bonds.

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

SECTION 1. In consideration of the purchase and acceptance of any and all of the Bonds by those who shall hold the same from time to time, this Bond Resolution shall constitute a contract between the City and the Registered Owners from time to time of the Bonds. The pledge made herein and the covenants and agreements herein set forth to be performed on behalf of the City for the benefit of the Registered Owners shall be for the equal benefit, protection and security of the Registered Owners of any and all of the Bonds, all of which, regardless of the time or times of their authentication and delivery or maturity, shall be of equal rank without preference, priority or distinction.

SECTION 2. The Bonds are hereby authorized and ordered to be prepared and issued in the principal amount of not to exceed Two Million Nine Hundred Thirty Five Thousand Dollars (\$2,935,000) to raise money for the Project as authorized by the Act.

SECTION 3. (a) Payments of interest on the Bonds shall be made to the Record Date Registered Owner, and payments of principal shall be made upon presentation and surrender thereof at the principal office of the Paying Agent to the Record Date Registered Owner in lawful money of the United States of America.

(b) The Bonds shall be registered as to both principal and interest; shall be dated the date of delivery thereof; shall be issued in the principal denomination of \$5,000 each, or integral multiples thereof up to the amount of a single maturity; shall be numbered from one upward in the order of issuance; shall bear interest from the date thereof at the rate or rates specified by further order of the Governing Body, payable on June 1 and December 1 of each year (each an "Interest Payment Date"), such interest rate to be in compliance with the Act, commencing June 1, 2014; unless otherwise specified in the Bond Purchase Agreement; and shall mature and become due and payable on December 1 in the years and in the amounts as determined in the Bond Purchase Agreement, with such completions, changes, insertions and modifications to the Bond Purchase Agreement as shall be approved by the officers executing and delivering the same (the execution thereof shall constitute conclusive evidence approval of any such completions, changes, insertions and modifications). The Bonds shall provide for maturity dates and interest rates that do not exceed the maximum authorized under State law.

(c) Bonds may be subject to redemption prior to their stated dates of maturity at par, plus accrued interest to the date of redemption, either in whole or in part as specified in the Bond Purchase Agreement (the execution thereof shall constitute conclusive evidence approval of any such completions, changes, insertions and modifications).

(d) Notice of redemption identifying the numbers of Bonds or portions thereof to be redeemed shall be given to the Registered Owners thereof by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption. Failure to mail or receive any such notice, or any defect therein or in the mailing thereof, shall not affect the validity of any proceedings for the redemption of Bonds. Any notice mailed as provided herein shall be conclusively presumed to have been given, irrespective of whether received. If such written notice of redemption is made and if due provision for payment of the redemption price is made, all as provided above, the Bonds which are to be redeemed thereby automatically shall be deemed to have been redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the owner to receive the redemption price out of the funds provided for such payment. If at the time of mailing of any notice of redemption, there shall not be on deposit with the Paying Agent sufficient moneys to redeem all of the Bonds called for redemption, such notice shall state that it is subject to the deposit of moneys with the Paying Agent not later than on the redemption date and shall be of no effect unless such moneys are deposited.

(e) The Bonds, for which the payment of sufficient moneys or, to the extent permitted by the laws of the State of Mississippi, (a) direct obligations of, or obligations for the payment of the principal of and interest on which are unconditionally guaranteed by, the United States of

America ("Government Obligations"), (b) certificates of deposit or municipal obligations fully secured by Government Obligations or (c) evidences of ownership of proportionate interests in future interest or principal payments on Government Obligations held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor on the Government Obligations and which Government Obligations are not available to satisfy any claim of the custodian or any person claiming through the custodian or to whom the custodian may be obligated, (d) State and Local Government Series ("SLGS") Securities, or (e) municipal obligations, the payment of the principal of, interest and redemption premium, if any, on which are irrevocably secured by Government Obligations and which Government Obligations are not subject to redemption prior to the date on which the proceeds attributable to the principal of such obligations are to be used and have been deposited in an escrow account which is irrevocably pledged to the payment of the principal of and interest and redemption premium, if any, on such municipal obligations (all of which collectively, with Government Obligations, "Defeasance Securities"), shall have been deposited with an escrow agent appointed for such purpose, which may be the Paying and Transfer Agent, shall be deemed to have been paid, shall cease to be entitled to any lien, benefit or security under this Bond Resolution and shall no longer be deemed to be outstanding hereunder, and the Registered Owners shall have no rights in respect thereof except to receive payment of the principal of and interest on such Bonds from the funds held for that purpose. Defeasance Securities shall be considered sufficient under this Bond Resolution if said investments, with interest, mature and bear interest in such amounts and at such times as will assure sufficient cash to pay currently maturing interest and to pay principal when due on such Bonds.

SECTION 4. (a) When the Bonds shall have been validated and executed as herein provided, they shall be registered as an obligation of the City in the office of the Clerk in a record maintained for that purpose, and the Clerk shall cause to be imprinted upon the reverse side of each of the Bonds, over his manual or facsimile signature and manual or facsimile seal, his certificate in substantially the form set out in **EXHIBIT A**.

(b) The Bonds shall be executed by the manual or facsimile signature of the Mayor and countersigned by the manual or facsimile signature of the Clerk, with the seal of the City imprinted or affixed thereto; provided, however all signatures and seals appearing on the Bonds, other than the signature of an authorized officer of the Transfer Agent hereafter provided for, may be facsimile and shall have the same force and effect as if manually signed or impressed. In case any official of the City whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such official before the delivery or reissuance thereof, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such official had remained in office until delivery or reissuance.

(c) The Bonds shall be delivered to the Purchaser upon payment of the purchase price therefor in accordance with the terms and conditions of their sale and award, together with a complete certified transcript of the proceedings had and done in the matter of the authorization, issuance, sale and validation of the Bonds, and the final, unqualified approving opinion of Bond Counsel.

(d) Prior to or simultaneously with the delivery by the Transfer Agent of any of the Bonds, the City shall file with the Transfer Agent:

(i) a copy, certified by the Clerk, of the transcript of proceedings of the Governing Body in connection with the authorization, issuance, sale and validation of the Bonds; and

(ii) an authorization to the Transfer Agent, signed by the Mayor or Clerk, to authenticate and deliver the Bonds to the Purchaser.

(e) At delivery, the Transfer Agent shall authenticate the Bonds and deliver them to the Purchaser thereof upon payment of the purchase price of the Bonds to the City.

(f) Bonds, blank as to denomination, rate of interest, date of maturity and CUSIP number and sufficient in quantity in the judgment of the City to meet the reasonable transfer and reissuance needs on the Bonds, shall be printed and delivered to the Transfer Agent in generally-accepted format, and held by the Transfer Agent until needed for transfer or reissuance, whereupon the Transfer Agent shall imprint the appropriate information as to denomination, rate of interest, date of maturity and CUSIP number prior to the registration, authentication and delivery thereof to the transferee holder. The Transfer Agent is hereby authorized upon the approval of the Governing Body to have printed from time to time as necessary additional Bonds bearing the facsimile seal of the City and facsimile signatures of the persons who were the officials of the Governing Body as of the date of original issue of the Bonds.

SECTION 5. (a) The City will appoint the Paying and Transfer Agent for the Bonds (the execution of the Bond Purchase Agreement shall constitute conclusive evidence of the approval of the Paying Agent and Transfer Agent). The Paying and Transfer Agent shall be a bank or trust company located within the State of Mississippi. The City specifically reserves the right to hereafter designate a separate Transfer Agent and/or Paying Agent in its discretion in the manner hereinafter provided.

(b) So long as any of the Bonds shall remain outstanding, the City shall maintain with the Transfer Agent records for the registration and transfer of the Bonds. The Transfer Agent is hereby appointed registrar for the Bonds, in which capacity the Transfer Agent shall register in such records and permit to be transferred thereon, under such reasonable regulations as may be prescribed, any Bond entitled to registration or transfer.

(c) The City shall pay or reimburse the Agent for reasonable fees for the performance of the services normally rendered and the incurring of normal expenses reasonably and necessarily paid as are customarily paid to paying agents, transfer agents and bond registrars, subject to agreement between the City and the Agent. Fees and reimbursements for extraordinary services and expenses, so long as not occasioned by the negligence, misconduct or willful default of the Agent, shall be made by the City on a case-by-case basis, subject, where not prevented by emergency or other exigent circumstances, to the prior written approval of the Governing Body.

(d) (i) An Agent may at any time resign and be discharged of the duties and obligations of either the function of the Paying Agent or Transfer Agent, or both, by giving at

least sixty (60) days' written notice to the City, and may be removed from either or both of said functions at any time by resolution of the Governing Body delivered to the Agent. The resolution shall specify the date on which such removal shall take effect and the name and address of the successor Agent, and shall be transmitted to the Agent being removed within a reasonable time prior to the effective date thereof. Provided, however, that no resignation or removal of an Agent shall become effective until a successor Agent has been appointed pursuant to the Bond Resolution.

(ii) Upon receiving notice of the resignation of an Agent, the City shall promptly appoint a successor Agent by resolution of the Governing Body. Any appointment of a successor Agent shall become effective upon acceptance of appointment by the successor Agent. If no successor Agent shall have been so appointed and have accepted appointment within thirty (30) days after the notice of resignation, the resigning Agent may petition any court of competent jurisdiction for the appointment of a successor Agent, which court may thereupon, after such notice as it may deem appropriate, appoint a successor Agent.

(iii) In the event of a change of Agents, the predecessor Agent shall cease to be custodian of any funds held pursuant to this Bond Resolution in connection with its role as such Agent, and the successor Agent shall become such custodian; provided, however, that before any such delivery is required to be made, all fees, advances and expenses of the retiring or removed Agent shall be fully paid. Every predecessor Agent shall deliver to its successor Agent all records of account, registration records, lists of Registered Owners and all other records, documents and instruments relating to its duties as such Agent.

(iv) Any successor Agent appointed under the provisions hereof shall be a bank, trust company or national banking association having Federal Deposit Insurance Corporation insurance of its accounts, duly authorized to exercise corporate trust powers and subject to examination by and in good standing with the federal and/or state regulatory authorities under the jurisdiction of which it falls.

(v) Every successor Agent appointed hereunder shall execute, acknowledge and deliver to its predecessor Agent and to the City an instrument in writing accepting such appointment hereunder, and thereupon such successor Agent, without any further act, shall become fully vested with all the rights, immunities and powers, and subject to all the duties and obligations, of its predecessor.

(vi) Should any transfer, assignment or instrument in writing be required by any successor Agent from the City to more fully and certainly vest in such successor Agent the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor Agent, any such transfer, assignment and written instruments shall, on request, be executed, acknowledged and delivered by the City.

(vii) The City will provide any successor Agent with certified copies of all resolutions, orders and other proceedings adopted by the Governing Body relating to the Bonds.

(viii) All duties and obligations imposed hereby on an Agent or successor Agent shall terminate upon the accomplishment of all duties, obligations and responsibilities imposed by law or required to be performed by this Bond Resolution.

(e) Any corporation or association into which an Agent may be converted or merged, or with which it may be consolidated or to which it may sell or transfer its assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, shall be and become successor Agent hereunder and vested with all the powers, discretion, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of either the City or the successor Agent, anything herein to the contrary notwithstanding, provided only that such successor Agent shall be satisfactory to the City and eligible under the provisions of Section 5(d)(iv) hereof.

SECTION 6. The Bonds shall be in substantially the form attached hereto as **EXHIBIT A**, with such appropriate variations, omissions and insertions as are permitted or required by this Bond Resolution.

SECTION 7. In case any Bond shall become mutilated or be stolen, destroyed or lost, the City shall, if not then prohibited by law, cause to be authenticated and delivered a new Bond of like date, number, maturity and tenor in exchange and substitution for and upon cancellation of such mutilated Bond, or in lieu of and in substitution for such Bond stolen, destroyed or lost, upon the Registered Owner's paying the reasonable expenses and charges of the City in connection therewith, and in case of a Bond stolen, destroyed or lost, his filing with the City or Transfer Agent evidence satisfactory to them that such Bond was stolen, destroyed or lost, and of his ownership thereof, and furnishing the City or Transfer Agent with such security or indemnity as may be required by law or by them to save each of them harmless from all risks, however remote.

SECTION 8. For the purpose of effectuating and providing for the payment of the principal of and interest on the Bonds as the same shall respectively mature and accrue, there shall be and is hereby levied a direct, continuing special tax upon all of the taxable property within the geographical limits of the City, adequate and sufficient, after allowance shall have been made for the expenses of collection and delinquencies in the payment of taxes, to produce sums required for the payment of the principal of and the interest on the Bonds; provided, however, that such tax levy for any year shall be abated pro tanto to the extent the City on or prior to September 1 of that year has transferred money to the 2013B Bond Fund of the Bonds, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Bonds due during the ensuing fiscal year of the City, in accordance with the provisions of the Bond Resolution. When necessary, said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the City are collected, and the rate of tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to time, rate or amount. The avails of said tax are hereby irrevocably pledged for the payment of the principal of and interest on the Bonds as the same shall respectively mature and accrue. Should there be a failure in any year to comply with the requirements of this section, such failure shall not impair the right of the Registered

Owners of any of the Bonds in any subsequent year to have adequate taxes levied and collected to meet the obligations of the Bonds, both as to principal and interest.

SECTION 9. Only such of the Bonds as shall have endorsed thereon a certificate of registration and authentication in substantially the form hereinabove set forth, duly executed by the Transfer Agent, shall be entitled to the rights, benefits and security of this Bond Resolution. No Bond shall be valid or obligatory for any purpose unless and until such certificate of registration and authentication shall have been duly executed by the Transfer Agent, which executed certificate shall be conclusive evidence of registration, authentication and delivery under this Bond Resolution. The Transfer Agent's certificate of registration and authentication on any Bond shall be deemed to have been duly executed if signed by an authorized officer of the Transfer Agent, but it shall not be necessary that the same officer sign said certificate on all of the Bonds that may be issued hereunder at any one time.

SECTION 10. Except as hereinabove provided, the Person in whose name any Bond shall be registered in the records of the City maintained by the Transfer Agent may be deemed the absolute owner thereof for all purposes, and payment of or on account of the principal of or interest on any Bond shall be made only to or upon the order of the Registered Owner thereof, or his legal representative, but such registration may be changed as hereinafter provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

SECTION 11. (a) Each Bond shall be transferable only in the records of the City, upon surrender thereof at the office of the Transfer Agent, together with a written instrument of transfer satisfactory to the Transfer Agent duly executed by the Registered Owner or his attorney duly authorized in writing. Upon the transfer of any Bond, the City, acting through its Transfer Agent, shall issue in the name of the transferee a new Bond or Bonds of the same aggregate principal amount and maturity and rate of interest as the surrendered Bond or Bonds.

(b) In all cases in which the privilege of transferring Bonds is exercised, the Transfer Agent shall authenticate and deliver Bonds in accordance with the provisions of this Bond Resolution.

SECTION 12. (a) The City hereby establishes the 2013B Bond Fund which shall be maintained with a qualified depository in its name for the payment of the principal of and interest on the Bonds, and the payment of Agents' fees in connection therewith. There shall be deposited into the 2013B Bond Fund as and when received:

- (i) The accrued interest, if any, received upon delivery of the Bonds;
- (ii) The avails of any of the ad valorem taxes levied and collected pursuant to Section 8 hereof;
- (iii) Any income received from investment of monies in the 2013B Bond Fund; and

(iv) Any other funds available to the City which may be lawfully used for payment of the principal of and interest on the Bonds, and which the Governing Body, in its discretion, may direct to be deposited into the 2013B Bond Fund.

(b) As long as any principal of and interest on the Bonds remains outstanding, the Clerk is hereby irrevocably authorized and directed to withdraw from the 2013B Bond Fund sufficient monies to make the payments herein provided for and to transfer same to the account of the Paying Agent in time to reach said Paying Agent at least five (5) days prior to the date on which said interest or principal and interest shall become due.

SECTION 13. The City hereby establishes the 2013 Costs of Issuance Fund which shall be held by the City. A certain portion of the proceeds received upon the sale of the Bonds shall be deposited in the 2013 Costs of Issuance Fund. Any income received from investment of monies in the 2013 Costs of Issuance Fund shall be deposited in the 2013 Costs of Issuance Fund. Funds in the 2013 Costs of Issuance Fund shall be used to pay the costs, fees and expenses incurred by the City in connection with the authorization, issuance, sale, validation and delivery of the Bonds. Any amounts which remain in the 2013 Costs of Issuance Fund after the payment of the costs of issuance for the Bonds shall be transferred by the Paying Agent to the City for deposit in the 2013B Bond Fund and used as permitted under State law.

SECTION 14. A certain portion of the Bonds will be remitted directly to (a) the 2005 Paying Agent for the prepayment and current refunding of the 2005 Note; and (b) the City, to pay the costs of issuance of the Bonds.

SECTION 15. (a) Payment of principal on the Bonds shall be made, upon presentation and surrender of the Bonds at the principal office of the Paying Agent, to the Record Date Registered Owner thereof who shall appear in the registration records of the City maintained by the Transfer Agent as of the Record Date.

(b) Payment of each installment of interest on the Bonds shall be made to the Record Date Registered Owner thereof whose name shall appear in the registration records of the City maintained by the Transfer Agent as of the Record Date. Interest shall be payable in the aforesaid manner irrespective of any transfer or exchange of such Bond subsequent to the Record Date and prior to the due date of the interest.

(c) Principal of and interest on the Bonds shall be paid by check or draft mailed on the Interest Payment Date to Registered Owners at the addresses appearing in the registration records of the Transfer Agent. Any such address may be changed by written notice from the Registered Owner to the Transfer Agent by certified mail, return receipt requested, or such other method as may be subsequently prescribed by the Transfer Agent, such notice to be received by the Transfer Agent not later than the 15th day of the calendar month preceding the applicable principal or Interest Payment Date to be effective as of such date.

SECTION 16. The Bonds may be submitted to validation as provided by Chapter 13, Title 31, Mississippi Code of 1972, and to that end, if requested, the Clerk is hereby directed to make up a transcript of all legal papers and proceedings relating to the Bonds and to certify and forward the same to the State's bond attorney for the institution of validation proceedings.

SECTION 17. The issuer in this matter is not required to comply with the annual disclosure requirements set forth in 17 CFR § 240.15c2-12 (the "Rule"). Pursuant to the Rule, the obligation of an issuer of municipal securities to make annual disclosures is only applicable to primary offerings of municipal securities with an aggregate principal amount of \$1,000,000 or more. The Bonds in this matter are being sold through a negotiated sale and not a public offering to a purchaser without a view for distributing said Bonds. The Purchaser of said Bonds shall be required to execute a certification at closing to the effect that the Bonds are being purchased for the account of the Purchaser without the intent to distribute. As such, the issuance of the Bonds in this matter is not a primary offering of municipal securities, and as such, the Rule does not apply.

SECTION 18. The City Clerk, acting for and on behalf of the City, is hereby authorized to pay costs of issuance expenses on the closing date for the Bonds from the proceeds of the Bonds deposited with the City in the 2013 Costs of Issuance Fund; provided, however, total costs of issuance for said Bonds shall not exceed 5.00% of the par amount of the Bonds. The Mayor or any other Authorized Officer is authorized to sign requisitions for the payment of costs of issuance for the Bonds for such costs to be requisitioned from the 2013 Costs of Issuance Fund as provided above.

SECTION 19. That the Governing Body of the City hereby authorizes Bond Counsel and Financial Advisor to negotiate the sale of the Bonds to the Purchaser and authorizes the execution by the Mayor and City Clerk of the Governing Body of the Bond Purchase Agreement in substantially the same form attached hereto as **EXHIBIT D** for and on behalf of the City, with such completions, changes, insertions and modifications as shall be approved by the officers executing and delivering the same (the execution thereof shall constitute conclusive evidence approval of any such completions, changes, insertions and modifications), based on the recommendation of Bond Counsel and provided that the following parameters are met: (1) the par amount of the Bonds will not exceed \$2,935,000; (2) the net interest cost of the Bonds will not exceed 6.00%; (3) the term of the Bonds will not exceed 20 years; and (4) terms and provisions of the Bonds in compliance with the Act.

SECTION 20. Each of the following constitutes an event of default under this Bond Resolution:

- (a) failure by the City to pay any installment of principal of or interest on any Bond at the time required;
- (b) failure by the City to perform or observe any other covenant, agreement or condition on its part contained in this Bond Resolution or in the Bonds, and the continuance thereof for a period of thirty (30) days after written notice thereof to the City by the Registered Owners of not less than ten percent (10%) in principal amount of the then outstanding Bonds; or
- (c) an Act of Bankruptcy occurs.

SECTION 21. The Mayor and Clerk and any other Authorized Officer of the Governing Body are authorized to execute and deliver such resolutions, certificates and other documents as are required for the sale, issuance and delivery of the Bonds.

SECTION 22. This resolution shall serve as notice to the 2005 Paying Agent of the City's desire to provide for the Refunding Project.

SECTION 23. All orders, resolutions or proceedings of the Governing Body in conflict with any provision hereof shall be, and the same are hereby repealed, rescinded and set aside, but only to the extent of such conflict. For cause, this Bond Resolution shall become effective upon the adoption hereof.

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

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

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted, on this the 5th day of November, 2013.

CITY OF SOUTHAVEN, MISSISSIPPI

BY: _____
DARREN MUSSELWHITE
MAYOR

ATTEST:

SHEILA HEATH
CITY CLERK

(SEAL)

EXHIBIT A

**UNITED STATES OF AMERICA
STATE OF MISSISSIPPI
CITY OF SOUTHAVEN, MISSISSIPPI
TAXABLE GENERAL OBLIGATION BOND
SERIES 2013B**

NO. _____ \$ _____

Rate of Interest **Maturity** **Date of Original Issue** **CUSIP**

%

Registered Owner:

Principal Amount: DOLLARS

The City of Southaven, Mississippi (the "City"), a body politic existing under the Constitution and laws of the State of Mississippi, acknowledges itself to owe and for value received, promises to pay in lawful money of the United States of America to the Registered Owner identified above, upon the presentation and surrender of this Bond, at the principal office of _____, _____, _____, or its successor, as paying agent (the "Paying Agent") for the Taxable General Obligation Refunding Bonds, Series 2013B, of the City (the "Bonds"), on the maturity date identified above, the principal amount identified above. Payment of the principal amount of this Bond shall be made to the Registered Owner hereof who shall appear in the registration records of the City maintained by _____, _____, _____, or its successor, as transfer agent for the Bonds (the "Transfer Agent"), as of the 15th day of the calendar month preceding the maturity date hereof.

The City further promises to pay interest on such principal amount from the date of this Bond or from the most recent Interest Payment Date to which interest has been paid at the rate of interest per annum set forth above, on June 1 and December 1 of each year (each an "Interest Payment Date"), commencing June 1, 2014, until said principal sum is paid, to the Registered Owner hereof who shall appear in the registration records of the City maintained by the Transfer Agent as of the 15th day of the calendar month preceding the applicable Interest Payment Date.

Payments of principal of and interest on this Bond shall be made by check or draft mailed on the Interest Payment Date to such Registered Owner at his address as it appears on such registration records. The Registered Owner hereof may change such address by written notice to the Transfer Agent by certified mail, return receipt requested, or such other method as may be subsequently prescribed by the Transfer Agent, such notice to be received by the Transfer Agent

not later than the 15th day of the calendar month preceding the applicable principal or Interest Payment Date.

This Bond is one of a series of Bonds of like date of original issue, tenor and effect, except as to denomination, number, rate of interest and date of maturity, issued in the aggregate authorized principal amount of _____ Dollars (\$____,000) to raise money for the purpose of providing funds for the prepayment and current refunding of the outstanding Promissory Note by and between the City and BancorpSouth Bank, dated February 1, 2005 issued in the original principal amount of \$4,000,000; and paying for costs of issuance of the Bonds.

This Bond is issued under the authority of the Constitution and statutes of the State of Mississippi, including Section 21-33-301 through 21-33-329, Mississippi Code of 1972, as amended (the "Bond Act") and Sections 31-15-1 et seq., Mississippi Code of 1972, as amended (the "Refunding Act" and together with the Bond Act, the "Act"), and by the further authority of proceedings duly had by the Board of Aldermen of the City, including a resolution adopted November 5, 2013 (the "Bond Resolution").

(Insert Redemption Language if any).

Notice of redemption identifying the numbers of Bonds or portions thereof to be redeemed shall be given to the Registered Owners thereof by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption. Failure to mail or receive any such notice, or any defect therein or in the mailing thereof, shall not affect the validity of any proceedings for the redemption of Bonds. Any notice mailed as provided herein shall be conclusively presumed to have been given, irrespective of whether received. If such written notice of redemption is made and if due provision for payment of the redemption price is made, all as provided above, the Bonds which are to be redeemed thereby automatically shall be deemed to have been redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the owner to receive the redemption price out of the funds provided for such payment. If at the time of mailing of any notice of redemption, there shall not be on deposit with the Paying Agent sufficient moneys to redeem all of the Bonds called for redemption, such notice shall state that it is subject to the deposit of moneys with the Paying Agent not later than on the redemption date and shall be of no effect unless such moneys are deposited.

The Bonds are registered as to both principal and interest. The Bonds are to be issued or reissued in the denomination of \$5,000 each, or integral multiples thereof up to the amount of a single maturity.

This Bond may be transferred or exchanged by the Registered Owner hereof in person or by his attorney duly authorized in writing at the principal office of the Transfer Agent, but only in the manner, subject to the limitations in the Bond Resolution, and upon surrender and cancellation of this Bond. Upon such transfer or exchange, a new Bond or Bonds of like aggregate principal amount in authorized denominations of the same maturity will be issued.

The City and the Paying Agent may deem and treat the Registered Owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof and

interest due hereon and for all other purposes and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

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

This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Bond Resolution until the certificate of registration and authentication hereon shall have been signed by the Transfer Agent.

IT IS HEREBY CERTIFIED, RECITED AND REPRESENTED that all conditions, acts and things required by law to exist, to have happened and to have been performed precedent to and in the issuance of the Bonds, in order to make the same legal and binding general obligations of the City, according to the terms thereof, do exist, have happened and have been performed in regular and due time, form and manner as required by law. For the performance in apt time and manner of every official act herein required, and for the prompt payment of this Bond, both principal and interest, the full faith and credit of the City are hereby irrevocably pledged.

IN WITNESS WHEREOF, the City has caused this Bond to be executed in its name by the manual or facsimile signature of the Mayor of the City, countersigned by the manual or facsimile signature of the Clerk of the City, under the manual or facsimile seal of the City, which said manual or facsimile signatures and seal said officials adopt as and for their own proper signatures and seal, as of the ___ day of December, 2013.

CITY OF SOUTHAVEN, MISSISSIPPI

BY: _____

Mayor

COUNTERSIGNED:

City Clerk

(SEAL)

There shall be printed in the lower left portion of the face of the Bonds a registration and authentication certificate in substantially the following form:

CERTIFICATE OF REGISTRATION AND AUTHENTICATION

This Bond is one of the Bonds described in the within mentioned Bond Resolution and is one of the Taxable General Obligation Refunding Bonds, Series 2013B, of the City of Southaven, Mississippi.

as Transfer Agent

BY: _____
Authorized Officer

Date of Registration and Authentication: _____

There shall be printed on the reverse of the Bonds a registration and validation certificate and an assignment form in substantially the following form:

REGISTRATION AND VALIDATION CERTIFICATE

STATE OF MISSISSIPPI
COUNTY OF DESOTO
CITY OF SOUTHAVEN

I, the undersigned City Clerk of the City of Southaven, Mississippi, do hereby certify that the within Bond has been duly registered by me as an obligation of said City pursuant to law in a record kept in my office for that purpose, and has been validated and confirmed by Decree of the Chancery Court of DeSoto County, Mississippi, rendered on the __ day of _____, 2013.

City Clerk

(SEAL)

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____, _____, Mississippi, as Transfer Agent to transfer the said Bond on the records kept for registration thereof with full power of substitution in the premises.

NOTICE: The signature to this Assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular manner, without any alteration whatever.

Signatures guaranteed:

NOTICE: Signature(s) must be guaranteed by an approved eligible guarantor institution, an institution that is a participant in a Securities Transfer Association recognized signature guarantee program.

(Authorized Officer)

Date of Assignment: _____

Insert Social Security Number or Other
Tax Identification Number of Assignee: _____

EXHIBIT B
FORM OF BOND PURCHASE AGREEMENT

City of Southaven Vehicle Use Policy

| The City of Southaven (“City”) by statutory authority may assign vehicles to employees when deemed necessary in order to discharge their daily job functions. It is imperative for all employees assigned a City vehicle to understand it is a privilege and not a mandatory requirement by the Board of Aldermen or a City department and all are required to follow the established policies set forth or be subject to forfeiture of City vehicle. A vehicle assignment may be incidental, a routine assignment used to fulfill an employees’ job description, or authorized take-home vehicle assignment.

It is incumbent upon all operators of City vehicles to follow all motor vehicle laws and rules of the road, and to operate City vehicles in a safe and courteous manner. It is recognized that this policy may not cover all instances and examples of acceptable vehicle usage. In cases not specifically covered in this policy, the employee is responsible to utilize common sense and seek clarification from their immediate supervisor or Department Head. Failure to adhere to all aspects of this policy may result in the employee being held personally responsible for damages, and may result in disciplinary actions if so determined by the Mayor and Board of Aldermen.

The City reserves the right to deny any employee the use of a City vehicle and may choose not to indemnify any employee who fails to adhere to the policies and procedures contained in this document.

I. ASSIGNMENT

A. A City vehicle may be assigned to an employee when deemed necessary and cost effective to carry out the daily functions and responsibilities of a particular job or position.

B. A vehicle assignment will be a determination by the department head and/or the City Administrator and if necessary by the Mayor. The determination will be based on objective analysis using a number of factors including, but not limited to:

1. Approximate number of miles necessary to discharge duties
2. Cost to pay mileage for use of privately owned vehicles
3. Liability
4. Safety
5. Specific vehicle and departmental needs (i.e., Animal Control, Road Management, Solid Waste)
6. Job functions and employee need for use of vehicle to properly perform such functions

| C. Once a vehicle assignment has been made to an employee all applicable state and local [laws](#), policies and procedures shall be followed.

D. Must be at least eighteen years old.

E. Before any employee can drive a City vehicle the Department Head **and** the employee must sign this policy and **send the original** to the Human Resource Department.

II. FUEL AND GASOLINE ACCOUNT CARDS

A. Each City owned vehicle shall have a specifically assigned gasoline account card and corresponding Personal Identification Number (PIN) for that employee.

B. Corresponding cards and PIN's shall be used for the assigned vehicle and shall not be used for other City owned vehicles nor personal vehicles.

C. Only regular octane gasoline may be purchased with a gasoline account card.

D. All gasoline receipts shall be kept and turned in to each Department Head or his or her designee in order to track gasoline consumption and reconcile all billing statements.

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E. Random departmental and individual audits of gasoline accounts may occur at any time without prior notice. Misuse of gasoline account cards may result in loss of vehicle privileges and/or other disciplinary action in accordance with the City of Southaven Personnel Manual and laws.

F. Any deviation from the gasoline account card policy due to problems incurred while purchasing fuel must be approved by department head, City Administrator, or his or her designee and must be appropriate for the vehicle.

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III. DRIVER'S LICENSE REQUIREMENTS

City of Southaven employees operating City vehicles or operating personal, rental or other vehicles while on City business must adhere to the following:

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A. No employee may operate a City vehicle without a current valid state issued driver's license.

B. An employee is required to report any moving traffic violation received while operating a City vehicle to his or her department head in accordance with the City's Accident Reporting Procedures as detailed within the Employee Policies and Procedures Handbook. Random driving record audits will be performed to ensure employees who are assigned vehicles maintain safe driving practices.

C. If an employee is required to drive a motor vehicle in connection with City employment and his or her driver's license is suspended, cancelled or revoked for any reason (i.e., DUI, excessive traffic violations) he or she must report the loss of license immediately in writing to his or her department head. Driving privileges will be immediately revoked upon a conviction that includes suspension or revocation.

D. The department head will forward any notification or traffic violation of license suspension to the City Administrator immediately.

E. An employee shall not drive a City vehicle and shall not drive on City business if they have more than one conviction in the past four years for driving under the influence of alcohol or drugs, or for reckless driving.

F. Loss or suspension of a driver's license by an employee whose essential job function includes operating a motor vehicle may result in reassignment or possible termination from employment.

G. Every Department Head must collect copies of the valid driver's license for each employee's that is authorized to drive a City vehicle on October 1 of each year. The Department Head must deliver copies of the authorized drivers' license to the Human Resource Department no later than October 15th of each fiscal year.

IV. PERSONAL USE

A. All City vehicles will be used for official City business only. A City vehicle may be used for incidental personal use under the following conditions.

1. The incidental personal use must be within one mile of the most direct route of the official business. Incidental personal use outside of City of Southaven is restricted to five miles from meeting or lodging facilities.
2. Any measurable amount of elapsed time during incidental personal use shall not be charged as time worked.
3. It is during normal business hours. (Take home vehicles may not be used for any incidental personal use once employee has arrived at place of residence with vehicle after working hours.)

B. Violations of personal use policy will result in loss of vehicle privileges and is subject to disciplinary action in accordance with the City of Southaven Personnel Manual.

V. TAKE HOME POLICY

A. A take home vehicle is a City-owned automobile which is permanently assigned to a specific employee who has been granted the authority to drive the vehicle to and from work (24-hour per day assignment).

B. The City's primary interest in controlling take-home vehicles is to achieve a balance between the need to provide staff with a means to perform their job functions and the need to demonstrate the prudent use of public resources by minimizing unnecessary costs and liabilities associated with take home vehicles.

C. Take home vehicles shall be assigned by the Mayor and/or the City Administrator ~~or Road Manager~~ to City employees when determined it is reasonable and necessary for said employee to fully discharge his or her duties for the City and when such use would be for the benefit of and to the best interest for the City and at the recommendation of the employee's Department Head.

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E. Prior to the Mayor and/or the City Administrator ~~or Road Manager~~ assigning a City take home vehicle, a recommendation from the department head must be provided in writing with appropriate justification. The recommendation from the department head shall be presented by the City administrator whereby an appropriate finding necessitating the take home vehicle will be established and spread upon the Board minutes permitting the use of the vehicle by the City employee.

F. Recommendations from department heads for assignments of take home vehicles should be based on the following:

1. Public Trust – ability to use vehicles in a manner the public would deem appropriate
2. Emergency Response – ensure effective, timely response to emergency situation
3. Legal Compliance – demonstrate compliance with not only applicable state statutes, but also federal tax code requirements
4. Cost Considerations – minimize number of take home vehicles thus reducing additional costs
5. Liability – reduces exposure to vehicle and personnel accidents
6. Necessity – ultimate need to carry out employee’s job functions

G. Employees taking home City owned vehicles must comply with all applicable laws of the State of Mississippi and local jurisdictions. Take home vehicles may not be used to conduct any personal business unless incidental as stated in Section IV. Personal use does not qualify as incidental once vehicle reaches employee’s place of residence.

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H. With regard to the Southaven Police and Fire Departments, the following policies apply:

1. Emergency response vehicles will only be issued to personnel who maintain a residence inside the City of Southaven. This residence requirement applies to all personnel other than those on call who would have to respond from their residence. Emergency personnel who are considered to be on call and reside outside the city limits may be issued a take home vehicle at the discretion of the department head.
2. The issuance of a vehicle will be made at the discretion of the respective Chief of the Department and he/she has the final authority to assign vehicles on a case by case basis to any officer not meeting the standards of vehicle assignment.

I. Take home use of a City vehicle is considered a taxable benefit by the Internal Revenue Service (IRS). Under this policy all employees receiving such benefit shall comply with all state and federal tax reporting guidelines.

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VI. ADDITIONAL REQUIREMENTS

A. Each employee assigned any City vehicle for any purpose, shall not operate the vehicle and must comply with the following additional requirements as well:

1. All vehicles shall have the proper identification markings as per state statute. No vehicle may be used at any time without appropriate identification markings.
2. Seatbelts shall be used by driver and passengers at all times. It is the responsibility of the driver to ensure all passengers use seatbelts when vehicle is in motion.
3. Employees are prohibited from talking or texting on cell phones while operating a City vehicle unless using a hands free device. The vehicle should be pulled over safely and the vehicle stopped before any phone usage.
4. At minimum, a bi-annual inspection of each vehicle will be performed, including digital photos. Unannounced inspections may take place at the discretion of the City Administrator or Road Manager.
5. Fuel, check oil and tire pressure on a regular basis and wash vehicle as needed.
6. Interior of vehicle shall be clean at all times.
7. Bring vehicle in for scheduled service and make arrangements for an alternate vehicle while being serviced.
8. Must not permit any unauthorized person to drive a City vehicle under conditions which violate this policy, except when necessary in an emergency.
9. Report any home-to-work vehicle citations (both moving and parking violations) to the department head immediately and complete written report when applicable. Traffic citations, including parking citations will be the responsibility of the employee.
10. Leave vehicle legally parked with doors locked and windows up when unattended. All home-to-work vehicles shall be parked off the street at night. Keys removed.
11. Observe all traffic laws and drive in a safe and courteous manner.
12. Carry and maintain at all times a valid state issued driver's license (appropriate for vehicle, i.e., commercial) when operating a City vehicle.
13. Vehicles shall not idle for longer than five (5) minutes. If a vehicle is stationary for more than five (5) minutes (other than waiting for traffic), vehicle shall be turned off. It is understood that vehicles used for emergency purposes (i.e. Police, Fire) may idle for periods longer than five (5) minutes.

14. Use the vehicle only for authorized official business unless incidental personal use is necessary.

15. City of ~~Southaven~~ prohibits the illegal use, possession, distribution, unlawful manufacture, or dispensation of controlled substances. Employees shall not use illegal substances or abuse legal substances in a manner that impairs the performance of assigned tasks. Employees who take prescribed medication that may impact driving ability must not operate a vehicle when under the influence of a prescribed medication.

16. City of ~~Southaven~~ employees who spend the majority of their professional time driving must complete a safe driving course sponsored by the specific Department within a reasonable period of time after they are hired. Other employees who drive City vehicles are encouraged to attend a safe driving course every two years. Documentation of these course must be submitted to and kept on file by the City's Human Resource Department

17. Must not drive on City business if the driver has caused 3 or more at-fault accidents or received three or more traffic tickets or moving violations within the past eighteen months.

18. Employees found to be in violation of any of these policies will be subject to disciplinary action up to and including termination in accordance with the City of ~~Southaven~~ Personnel Manual.

19. Any employee who is on any type of leave or who is absent from work for more than two consecutive days must leave their City vehicle and keys at their daily assigned work location. Keys must be accessible to the person in charge in the absence of the employee. It is understood that public safety employee's (i.e. Police) may be absent from the assigned work day(s) for a period longer than two consecutive days.

20. Non-employees, off-duty employees, unauthorized persons and animals are not permitted in City vehicles at any time, without the express permission of the driver's Department Head.

21. Hitchhikers are prohibited in City vehicles at any time.

22. Personal license plates, decals, stickers or any other unofficial markings shall not be placed on a city vehicle.

VII. REPORTING OF ACCIDENTS AND DAMAGE

A. Any accident or damage incurred or caused while operating a City vehicle, or personal, rental or other vehicle on City business, must be promptly reported to the local police and the City's Department of Risk Management and Safety.

B. When you have been in an accident in a City vehicle or while on City business you must:

1. Get immediate medical aid if you are injured

2. Keep calm and do not argue

3. Make no statements or admissions concerning fault or responsibility for the accident

4. Do not offer or agree to make payments for the accident or suggest City ~~of Southaven~~ will do so

5. Notify the local police

6. Discuss the accident only with police officers or representatives of the City's Department of Risk Management and Safety

7. Record as much information as you can on all of the other parties to the accident. This information should include their name, address, telephone numbers(s), insurance company, driver's license number, license plate number, make, model and year of their car, precisely where the accident happened, witnesses (with names, addresses and telephone numbers).

8. Refer all questions from lawyers, the other party to the accident, insurance adjusters or representatives of the other party and others to the City's Board Attorney.

VIII. MAINTENANCE OF VEHICLES

1. Employees with assigned City-owned vehicles are responsible for turning in a monthly inspection report of their vehicles. Scheduling of routine maintenance and repairs is the responsibility of the employee to whom the vehicle is assigned. All maintenance should be coordinated thru the City of Southaven Fleet Manager.

2. Individual department heads are responsible for monthly inspections of unassigned vehicles and scheduling routine maintenance and repairs thru the Fleet Manager.

3. No Alterations may be made to City-owned vehicles without prior written approval by department head of City Administrator.

4. The City Public Works Department is responsible for maintaining accurate and complete maintenance history for reach assigned vehicle.

5. All maintenance or repairs must be authorized by the employee's Department Head prior to the work being done. If for any reason maintenance or repairs are done by a second party receipts must be provided to the employee's Department Head as soon as possible following such repairs.

IX. WHAT TO DO IN CASE OF AN ACCIDENT

Error! Unknown document property name.

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.

Regardless of the situation, the following procedure MUST be followed in the event of an accident while in a City owned vehicle:

1. Stop immediately and investigate even when the accident appears to be minor.
2. If someone is hurt or if there is a danger of fire, call 911 to request assistance. (I.e. Law Enforcement, Fire Department Ambulance, Rescue Squad)
3. Make no express or implied admission or liability or fault. Do not make an expression of apology or sorrow.
4. Notify your supervisor immediately.
5. Make written notes of the details of the accident while at the scene. Do not wait until later.
6. Do not give information concerning the accident to anyone unless the party requesting it is an authorized official.
7. Do not discuss the accident with insurance agents, news personnel, adjusters or attorneys without express permission from your supervisor and City attorney.
8. Complete the Motor Vehicle Accident Report with supervisor/manager.
9. All accident reports shall be submitted within 24 hours of the accident to the Department Head.

If necessary, an injury report must be completed and submitted to Human Resources as soon as possible in order to file workers' compensation claim within 24 hours of the accident in accordance with the Accident Reporting Procedures as detailed in the City of Southaven Personnel Manual.

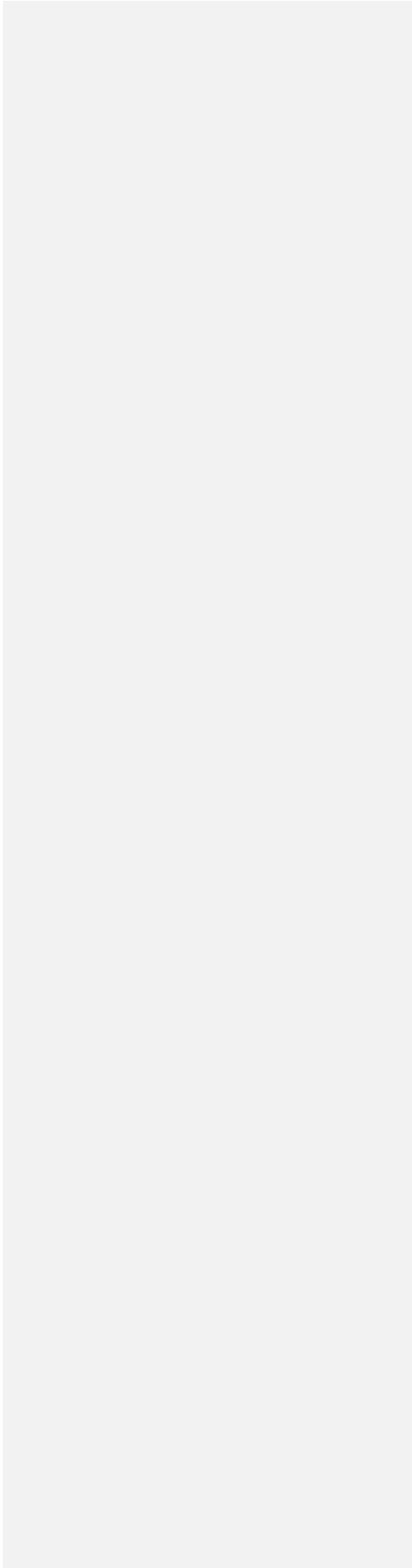
The use of a City vehicle is a privilege and not a mandatory requirement. These guidelines will be followed at all times.

I acknowledge and understand that I am to follow the above City Vehicle Use Policy.

Signature

Date

DRAFT



9. DeSoto County I-69 Contribution

**AGREEMENT FOR THE USE OF THE DESOTO COUNTY JAIL
BY THE CITY OF SOUTHAVEN FOR HOUSING INMATES AND DETAINEES**

This Agreement is made and entered into as of the last date of signature of the parties hereto, by and between the City of Southaven, a municipal corporation of the State of Mississippi (the “City”), acting through its duly elected and serving Mayor and Board of Aldermen, and DeSoto County, Mississippi, a political subdivision of the State of Mississippi (the “County”), acting through its duly elected and serving Board of Supervisors, which entities are collectively referred to as the parties.

RECITALS

WHEREAS, the County operates and maintains jail facilities, managed and overseen by the DeSoto County Sheriff, in accordance with and as required by Mississippi law; and

WHEREAS, the City desires to contract with the County for the purpose of housing City prisoners and detainees within the Jail; and

WHEREAS, the County is willing to permit the City to house the City’s prisoners and detainees within the Jail, subject to the terms and conditions herein; and

WHEREAS, the parties have the statutory authority to enter into this Agreement pursuant to Mississippi Code Annotated Section 47-1-39, of the Mississippi Code of 1972, as amended.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and covenants contained herein, the County and City do hereby agree and contract as follows:

I. DEFINITIONS

1. *Billable day*: that period commencing at 00:00 hours and ending at 23:59 hours that same day, or any fractional part thereof, for any day which a City Prisoner or City Detainee is in the custody or control of the Jail.

2. *Booking*: the administrative step taken after an arrested person is initially brought to the Jail which includes entry in the Jail’s records of the person’s name, the crime for which the arrest was made, and other relevant facts such as photographing, fingerprinting and the like.

3. *Booking Charges*: the fee charged to the City to cover the administrative cost of Booking

of persons upon presentation to the Jail for custody or incarceration.

4. *City Detainee*: a person arrested by the City for any charges brought by the City, whether misdemeanor or felony, and placed in the custody of the Jail

5. *City Prisoner*: a person sentenced by the Municipal Court of the City to serve a period of incarceration within the Jail.

6. *Housing Charge*: the fee charged the City for accommodating and securing the City's prisoners and detainees.

7. *Jail*: all DeSoto County jail facilities operated and maintained by the County, and overseen and managed by the DeSoto County Sheriff, located in the City of Hernando, DeSoto County, Mississippi, and any additions thereto or additional facilities subsequently constructed by the County for the purposes of housing criminal detainees and prisoners.

II. TERMS, CONDITIONS AND OBLIGATIONS

1. Term: This Agreement will come into force upon its execution by the parties and shall continue through and until December 31, 2015 (the "Initial Term"). Thereafter, this Agreement shall automatically renew for additional one year periods until terminated, by one of the parties, in accordance with the terms of this Agreement. The automatic renewal provision is a continuing one and will apply at the expiration of the Initial Term and the expiration of each subsequent renewal term. In the event this Agreement extends beyond the term of the existing term of the majority of the membership of the DeSoto County Board of Supervisors, or the Board of Aldermen for the City, it will be deemed to automatically renew and be binding upon the successor Boards unless, by majority vote, the incoming Board terminates the same in accordance with the procedures set forth herein.

2. Charges and costs: The City agrees to pay to the County the following:

- a. A Booking Charge of \$20.00 per City Prisoner and/or City Detainee.
- b. Effective January 1, 2014 a Housing Charge of \$25.00 per Billable Day, per City Prisoner and/or City Detainee, beginning the day following Booking. Effective January 1, 2015 the Housing Charge shall automatically increase to \$35.00 per Billable Day, per City Prisoner and/or City

Detainee, beginning the day following Booking.

- c. The Housing Charge shall commence the first day after Booking.

Notwithstanding the foregoing or anything to the contrary herein, the City shall not be obligated to pay the Housing Charge for the day of Booking. Beginning the day after Booking, the City shall pay the Housing Charge for each Billable Day or any portion thereof. The waiver of the Housing Charge for the day of Booking shall not include any waiver of the City's obligation to pay for the City Prisoner's or City Detainee's medical expenses. The Housing Charges and medical expense obligation shall cease when the City Prisoner or City Detainee completes the process of Booking out of the Jail.

- d. When a City Prisoner or City Detainee is in custody for a charge or sentence from more than one Court, the Housing Charge shall be apportioned on those days of joint custody. The Housing Charges and medical expenses shall be apportioned evenly between the parties responsible for the person's incarceration. For example, if two municipalities have pending charges on the same prisoner/detainee, each municipality will be charged for one-half the Housing Charge and medical expenses for each Billable Day that joint custody exists.

- e. For any City Prisoner or City Detainee who is subsequently bound over to, or charged into the jurisdiction of the Circuit Court or County Court, the Housing Charge and medical expense obligation will cease to accrue after 23:59 hours on the date custody with the Circuit Court or County Court is established, at which time the County will assume custody of the person and the costs for incarceration. For any prisoner or detainee who is transferred by the Circuit Court or County Court back to the jurisdiction of the City's Municipal Court, the City will commence accruing Housing Charges the day after the transfer occurs. Notwithstanding the foregoing, any City Prisoner or City Detainee held in the Jail as a result of an appeal of charges arising out of the City's Municipal Court, said person shall remain a City Prisoner or City Detainee, as the case may be, and the City will be responsible for all Housing Charges and medical expenses.

- f. In the event of an escape of a City Prisoner or City Detainee, Housing Charges for the cost of incarceration will cease to accrue the day after the day of escape. In the case of a failure of

a City Prisoner or City Detainee to report from an authorized leave, Housing Charges will cease the day after the last day of custody. Housing Charges and medical expense obligations will begin anew on the day the person is recaptured and completed Booking into the jail, however, in the event City Prisoner or City Detainee is charged with the criminal offense of “felony escape” the City will not be charged any additional expenses from and after the date the charges are filed.

3. Billing Procedures: The following processes will be followed for billing the City for charges for Booking Charges, Housing Charges, medical costs and any other costs assessed:

a. County will submit, on a monthly basis, a statement to the City setting forth the charges incurred by the City for all costs of incarceration, including Housing Charges and medical expenses of all City Prisoners and/or City Detainees housed the prior month. This statement shall provide for each person: name of all prisoners and detainees listed alphabetically, booking date and hour, release date and hour, itemization of all costs and billing charges, all cost incurred for medical care, billing period covered by the statement, total billing days and the total amount to be paid. The City, upon request, shall be allowed accessed to the necessary records, in a timely manner, to verify all billing statements.

b. All statements submitted to the City will be paid within sixty (60) days of receipt of the same, excluding contested charges.

c. Any statement which is not paid within sixty (60) days, and is not otherwise being contested, will accrue interest on the outstanding amounts, beginning on the sixty first (61st) day, at the rate of one and half percent (1½ %) per month.

d. City agrees that, a copy of each statement for which payment is tendered will be provided with all checks sent to the County as payment.

e. The City has the right to dispute charges in the following manner: (i) within thirty (30) days after receipt of a monthly billing statement, City shall advise the County of any charges it desires to contest. No dispute will be accepted if it is not made in writing within thirty (30) days after the City has received the monthly billing statement; (ii) when the City notifies the County of a dispute within the thirty (30) day prescribed period, the City may withhold payment on those specific City Prisoners or

City Detainees for whom billing is disputed; (iii) if a notice of dispute is not contested in writing by the County the dispute shall be considered resolved in favor of the City; (iv) disputes regarding billing statements shall be jointly reviewed by the parties and all reasonable efforts used to satisfactorily resolve the dispute within forty-five (45) days of the date of the billing statement; (v) all contested charges for which a resolution is reached, shall be paid within ten (10) days after resolution of such dispute; (vi) any charges remaining unresolved after forty-five (45) days from the date of the notice of dispute may be mediated by a mutually agreeable third party, or submitted to the Court of proper jurisdiction by the County for collection proceedings; (vii) when the City disputes any charge, and withholds payment of the same, the specific items in dispute will be indicated by the City on each statement for which the disputed charges are a part; (viii) in the event County proceeds with any court action to collect disputed charges, and obtains a ruling in its favor, County shall be entitled to interest on such judgment, at the rate of one and half percent (1½ %) per month, accruing from that date which is 45 days after the date of invoice of the disputed charge(s); (ix) in the event the City disputes any medical bills it is invoiced per section 5, and the County proceeds with any court action to collect disputed charges and obtains a ruling in its favor, County shall be entitled to recover, as additional damages, any late fees assessed to it by the provider of the medical services, or its collection agency.

4. Booking and Housing: The County will receive, hold and house all City Prisoners and City Detainees who are transported by the City to the Jail according to the following procedures:
 - a. The County will render Booking services within a reasonable time after each City Prisoner or City Detainee is presented to the Jail.
 - b. The City agrees that if a City Prisoner or City Detainee is presented to the Jail with a serious emergency medical problem, requiring physician or hospital examination and treatment, the Jail may reject the prisoner or detainee for Booking purposes. In such circumstances, the City will transport the prisoner or detainee to the appropriate facilities for such medical examination and care, as is necessary, before the County will undertake the Booking process for that person. If said prisoner or detainee is taken from the Jail for medical evaluation or treatment, and returns to be incarcerated, the City

will not be charged for more than one Booking process.

c. After Booking, the County will assume the general care, custody, feeding and medical treatment of each City Prisoner and City Detainee.

d. By accepting a City Prisoner or City Detainee, the County does not in any way accept responsibility for the cost of medical care that may be provided to that person while housed at the Jail.

e. Transportation of all City Prisoners and City Detainees to and from the Municipal Court of the City, or other locations to which the City desires to transport the person, except for transportation for medical care, shall be the responsibility of the City. The County will be responsible for transportation of prisoners/detainees for medical care after the person has been accepted into the Jail through the Booking process.

f. The County reserves the right to refuse to accept any inmates or detainees of the City in the event any undisputed invoice remains unpaid forty-five (45) days after the date of invoice.

5. Medical Care:

a. The County will furnish all appropriate and necessary medical care and treatment to the City Prisoner and City Detainees. In this regard, the County provides to all prisoners and detainees within the Jail the services of an on call physician. Medical care or treatment provided by the on call medical physician will not cause the City to incur any charges, except for charges for medical provisions that are dispensed to the City Prisoners or City Detainees such as prescription medication, bandages and similar medical supplies.

b. When City Prisoners or City Detainees require medical or surgical treatment beyond the scope and ability of the on call physician, or when the on call Jail physician is not available, the County will provide the City with as much advance notice as may be reasonably possible under the circumstances. It is agreed and understood that advance notice may not be possible in emergency circumstances as determined by the Jail physician or staff. The purpose of the advance notice, when time permits, is to allow the City the opportunity to consider alternative arrangements for care and/or

continued custody of the Prisoner or City Detainee. If alternate arrangements are not timely made by the City and coordinated with the County, the County will transport the person to the appropriate physician's office or hospital. When this occurs, the City will pay the County for all medical, surgical and hospital services, furnished to the prisoner or detainee, at the current prevailing rates which are charged to the County by the attending hospital or medical care provider. The City's obligation to pay the cost of medical care for the City Prisoners and City Detainees shall be in addition to the Housing Charge.

c. For all medical cost assessed to the City, the County will submit a monthly statement to the City itemizing the particular charges for services and care rendered to each of the City's prisoners or detainees in accordance with the billing procedures set forth in Section II, paragraph 3, above.

d. The City agrees that if a City Prisoner or City Detainee suffers an emergency medical problem, requiring physician or hospital examination and treatment, while in the custody of the City for any purpose including, but not limited to, attendance of a session of the municipal court and transportation by the City to and from Court proceedings, the City will transport the prisoner or detainee to the appropriate facilities for such medical examination and care, as is necessary. The City Prisoner or City Detainee will remain in the custody of the City until he/she has been released from the care of the physician or hospital providing the emergency medical care. The County will not be obligated to assume custody of the City Prisoner or City Detainee until such time as all necessary emergency medical care has been provided, the prisoner/inmate has been released from care and the prisoner/inmate has been returned to the jail by the City. The City agrees that if a City Prisoner or City Detainee is presented to the Jail with an emergency medical condition after being in the custody of the City, and requires physician or hospital examination and treatment, the Jail may refuse to accept custody of the prisoner or detainee until the City has provided proper medical care.

6. Default and Termination:

a. In the event of a material breach or default by either party, which remains uncured following sixty (60) days of written notice describing such breach or default in reasonable detail,

the non-defaulting party shall, if it so elects, have the right to terminate the Agreement upon giving the defaulting party notice of intention to terminate the Agreement. All rights of the defaulting party there upon the effective date of such termination specified in the notice (which shall not be less than ten (10) days after the giving of such notice) shall end as fully and completely as if that were the date herein fixed for the expiration of the Term.

b. In addition to paragraph “a” above, either party may voluntarily terminate this Agreement for such parties own convenience, and at such parties discretion, without being in default hereof, upon providing three (3) months prior written notice to the other party.

c. Notwithstanding any other provision of this Agreement, if funds necessary for the continued fulfillment of this Agreement by either party are at any time insufficient, or not forthcoming through failure of any entity to appropriate funds, or otherwise, the party without funding shall have the right to terminate this Agreement without penalty, liability, cost or expense by giving not less than thirty (30) calendar days’ prior written notice documenting the lack of funding. In such instance, unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void on the last day of the fiscal period for which County’s appropriations were received, or funding was available, or ninety (90) calendar days after such notice has been delivered to the other, whichever is sooner. Notwithstanding the foregoing, the City shall remain liable for payment of all costs and medical expense due, pursuant to this agreement, through and until the date of termination provided for by this paragraph.

d. In the event of termination of this agreement for any reason, the City will remain obligated to pay all Housing Charge and medical expenses incurred for each City Prisoner and City Detainee until they are released from the Jail.

e. In the event of a breach or threatened breach by either party of any of the terms, covenants, conditions or provisions hereof, the non-breaching party shall have the right to apply for an injunction to restrain the same or invoke any remedy allowed by law or in equity, including, without limitation, specific performance, and the right to money damages, as if such specific remedies or reimbursements were herein provided for. The rights and remedies given to the non-defaulting party in

this Agreement or distinct, separate and cumulative remedies and no one of them, whether or not exercised by the non-defaulting party, shall be deemed to be an exclusion of any of the others provided herein or by equity.

7. Miscellaneous Provisions:

a. The City shall not be obliged to the County for any cost incurred for the housing and care of inmates or detainees of the Jail except as herein provided.

b. Nothing in this Agreement shall be construed as either limiting or extending the statutory jurisdiction of either of the parties hereto.

c. Each party agrees that it shall maintain, for the duration of this Agreement, policies of public liability insurance covering their operations and the actions of their employees, with bodily injury limits of an amount not less than the limits of liabilities set forth by the Mississippi Tort Claims Act for public entities. The parties may fulfill the obligations of this provision by programs of self insurance equivalent to the statutory caps set forth by the Mississippi Tort Claims Act.

d. This Agreement shall be governed by the laws of the State of Mississippi, regardless of the venue or jurisdiction where issues, suits or actions hereunder may otherwise be brought or heard.

e. Except as otherwise specifically provided in this Agreement, neither the City nor the County shall assign this Agreement, nor transfer any of the rights herein, without the prior written agreement of the other party.

f. There are no third-party beneficiaries to this Agreement. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either party.

g. The notices required under this Agreement shall be deemed properly given if reduced to writing and personally delivered or transmitted by registered or certified mail, or by a trackable commercial delivery service including Federal Express, UPS, or the equivalent, to the office of the Mayor, for the City, and the office of the County Administrator, for the County, with postage prepaid,

or if transmitted by recognized overnight courier service or facsimile, with confirmation receipt.

h. The headings of Sections and paragraphs are for convenience only and shall not modify rights and obligations created by this Agreement.

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

j. Whenever the consent, approval, acknowledgment or permission of either party is required under this Agreement, it shall not be unreasonably withheld, delayed or conditioned.

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

l. No oral order, agreement, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained herein, and none of the provisions herein shall be held to be waived or modified by reason of any act whatsoever, other than by an agreed waiver or modification thereof in writing, and no evidence shall be introduced in any proceeding of any other waiver or modification.

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

n. County shall comply with all applicable provisions of the Americans with

Disabilities Act, and all applicable Federal and State regulations regarding the housing and care of inmates at all times during the terms of this Agreement.

o. This agreement replaces all prior agreements with the City for housing municipal inmates and detainees.

Witness to the signatures of the parties hereto after first being approved by the respective governing authorities this the _____ day of _____, 2013.

DESOTO COUNTY, MISSISSIPPI

BY: _____
MARK GARDNER, PRESIDENT
DESOTO COUNTY BOARD OF SUPERVISORS

ATTESTED BY:

W. E. DAVIS
CLERK OF BOARD OF SUPERVISORS
(Seal)

CITY OF SOUTHAVEN

BY: _____
DARREN MUSSELWHITE, MAYOR

ATTESTED BY:

(Seal)

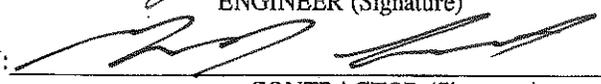
CONTRACT CHANGE ORDER

OWNER: City of Southaven
 CONTRACTOR: C.B. Developers, Inc.
 DATE: 10/24/2013 LOAN NUMBER: SRF-C280 910-02
 CHANGE ORDER NUMBER: 5 CONTRACT NUMBER: 4
 PROJECT NAME Summerwood and Whitten Place Subdivisions Low Pressure Sewer System
 REASON FOR CHANGE: Time extension due to delays from rain, insufficient quantity of pump station control panels, and difficult installs in Zone 6 caused by obstructions.

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

ITEM NO.	DESCRIPTION OF CHANGE(S) (QUANTITIES, ETC.)	UNIT COST	TOTAL CONTRACT	TOTAL ELIGIBLE COST
			TOTAL	TOTAL ELIGIBLE
ORIGINAL CONTRACT AMOUNT:			\$ 3,073,880.32	\$3,073,880.32
CURRENT CONTRACT AMOUNT:			\$ 3,274,103.41	\$3,274,103.41
THIS CONTRACT CHANGE:			()\$	()\$
REVISED CONTRACT AMOUNT:			\$	\$
CURRENT CONTRACT COMPLETION DATE:			10/19/2013	10/19/2013
TIME EXTENSION REQUIRED BY CHANGE:			14 days	14 days
REVISED CONTRACT COMPLETION DATE:			11/02/2013	11/02/2013

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

RECOMMENDED BY:  10-25-13
 ENGINEER (Signature) DATE
 ACCEPTED BY:  10-24-13
 CONTRACTOR (Signature) DATE
 APPROVED BY: _____ DATE
 OWNER (Signature)

Southaven Fire Department
Division of Fire & Emergency Medical Services

Ronald L. White
Fire Chief

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

Roger L. Thornton
Deputy Fire Chief

November 5, 2013

Mayor Musselwhite
Board of Aldermen
City of Southaven

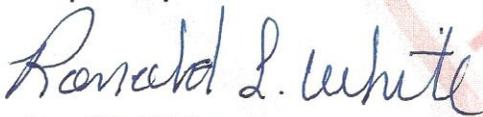
Dear Mayor and Board of Aldermen:

The current contract with Zoll Medical Corporation for extended warranty, Preventive Maintenance, and testing of the department's Zoll cardiac monitors has expired. The department is requesting Board approval for a new thirty six month (36) contract with Zoll Medical Corporation for these services.

In addition since Zoll utilizes patented technology in their equipment, available only through Zoll, the department is also requesting the Board approve Zoll Medical Corporation as the sole source provider for service, replacement parts and new equipment purchases during the term of this contract.

Copies of the Service agreement and sole source justification letters have been included with this letter for your review. The contract has been reviewed and approved by the city attorney. If you have any questions or require any additional information please contact me and it shall be provided to you.

Respectfully



Ronald L. White
Fire Chief City of Southaven

Cc: Mr. Chris Wilson C.A.O
Mrs. Shelia Heath City Clerk
Mr. Nick Manley City Attorney
File

Enclosures: Copy of Zoll Contract, Copies of Soule Source Letters



EXTENDED WARRANTY CONTRACT

P.O. # _____

ZOLL Medical Corporation
269 Mill Road
Chelmsford, MA 01824-4105
www.zoll.com
(978) 421-9655
(800) 348-9011
(978) 421-0022 Fax

CUST. #: 137677
NAME: Southaven Fire Department
Bill&Ship to 8710 Northwest Drive
Southaven, MS, 38671

DATE: 8/16/2013 - Rev. 10/22/13
ATTN: Chief Ron White
TEL. #: 901-210-9200
FAX #: N/A
EMAIL: TmCallum@southaven.org
PM CONT Tony McCallum - Director 662-393-7466

<u>PART NUMBER</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>LIST PRICE</u>	<u>EXTENDED PRICE</u>
8889-0003	THREE (3) Year Extended Warranty ZOLL Defibrillator. <u>Serial Number:</u> AB09I011837, AB09I012049, AB09I012061, AB09I012074 and AB09I012079 <u>CONTRACT DATES:</u> November 1, 2013 to October 31, 2016	5	\$3,015.00	\$15,075.00
8889-3991	Preventive Maintenance (PM)*** 1 PM per unit per year for 3 years. <u>Serial Number:</u> AB09I011837, AB09I012049, AB09I012061, AB09I012074 <u>CONTRACT DATES:</u> November 1, 2013 to October 31, 2016	4	\$690.00	\$2,760.00
8889-2991	Preventive Maintenance (PM)*** 1 PM per unit per year for 2 years. <u>Serial Number:</u> AB09I012079 <u>CONTRACT DATES:</u> November 1, 2014 to October 31, 2016	1	\$460.00	\$460.00

THREE (3) YEAR EXTENDED WARRANTY INCLUDES:

- * 12% Discount off the price of the One Year Extended Warranty.
- * 20% Discount on New Cables and Paddles.
- * 25% Discount on Lithium SurePower Batteries.
- * 50% Discount on Sealed Lead Acid Batteries.
- * The use and shipping of a Service Loaner at no cost during repairs.
- * No charge for shipping of unit being repaired.

TOTAL \$18,295.00

NOTES:

**One (1) PM to be performed on AB09I012079 to fulfill previous contract (contract # 107483) in year 1 of this contract

Extended Payment Terms:

ZOLL will invoice the first year of this contract upon receipt of signed contract with terms of Net 30 Days
ZOLL will automatically invoice year two (2) of this contract in November 2014 and year three (3) of this contract in November 2015

- * Extended Warranty is a continuation of the EMS One Year Product Limited Warranty
- * List prices quoted are firm for 60 days.
- * Terms are Net 30 Days.
- * Customer is responsible for all applicable taxes.

CANCELLATION POLICY:

The request to cancel an Extended Warranty must be sent in writing to the Service Contracts Department.
The Extended Warranty Contract will be terminated 60 Days after receipt of request to cancel. ZOLL will credit balance of contract to customer's account.

Authorized signature / Date
(Please Print Name)

Tammy Digan /Date
Service Contracts Administrator



October 22, 2013

Southaven Fire Department
8710 Northwest Drive
Southaven, MS 38671

To Whom It May Concern:

ZOLL Medical Corporation services our defibrillator products through the Depot Repair Center at ZOLL Corporate in Chelmsford, Massachusetts. The ZOLL Depot Team is a group of highly skilled, trained professionals that have extensive experience in electronics, product application and process quality control. The intense quality and environmental testing performed by this team at the factory can not be duplicated in any field environment.

There are no other ZOLL authorized companies providing repair service for the ZOLL Propaq MD, M Series, E Series, X Series and AED Plus defibrillators that ZOLL has sold in North America. We do use outside authorized agencies to provide on-site Preventative Maintenance checks on our products. In addition, we do have authorized International ZOLL Distributors who provide service within their countries.

If you should have any questions, please do not hesitate to call me at 1-800-242-9150, Ext. 9357

Sincerely,

Tammy Digan
Service Contracts Administrator

January 21, 2013

Tony McCallum
Southaven Fire Dept.
8710 Northwest Dr.
Southaven, TN 38671

Dear Mr. McCallum,

We appreciate your selection of ZOLL products for Southaven Fire Department. This letter serves as confirmation that ZOLL Medical Corporation at 269 Mill Road in Chelmsford, Massachusetts, is the sole manufacturer and source of X Series® Defibrillators. ZOLL or Adam Britt, EMS Territory Manager, will not sell an X Series Defibrillator to Southaven Fire Department through any vendor or dealer.

The ZOLL monitor line is the only source for the patented Rectilinear Biphasic Waveform. This waveform is proven clinically superior by the FDA for the synchronized cardioversion of Atrial Fibrillation and for High Impedance Ventricular Fibrillation. ZOLL is also the only source of the RLB 40msec pulse duration pacing waveform. This pacing technology is patented technology as well and is not available from any other manufacturer.

Additionally, ZOLL is the sole provider of the Inovise 12 lead algorithm for ALS monitors in the EMS environment. This 12 lead algorithm provides the highest level of accuracy and specificity for determining ST elevations in the EMS environment. Additionally, the exclusive capabilities of the Inovise 12 lead and ZOLL X Series provides a 12 lead "snapshot", which essentially "freezes" half of the screen to display the measurements used by the algorithm. X Series also easily displays four consecutively acquired 12 leads so the healthcare professional can choose the best quality tracing to interpret and transmit. These technologies are exclusive to the Inovise 12 lead algorithm, which can only be found in the ZOLL X series for the EMS Market and not available from any other manufacturer.

ZOLL is also the sole source manufacturer of FDA approved Real CPR Help and See thru CPR technologies only available in the ZOLL X Series and other ZOLL defibrillation equipment. The ZOLL monitor line, including the ZOLL X series is the only ALS Cardiac monitor with both Real CPR Help and See thru CPR technologies. See thru CPR is also the only technology of its kind on the market. These technologies and

Should you have any questions or require additional information please contact me at 800-348-9011 x 9871.

Sincerely,

A handwritten signature in black ink, appearing to read 'Adam Britt', with a stylized flourish at the end.

Adam Britt

TN/MS EMS Territory Manager



October 22, 2013

Southaven Fire Department
8710 Northwest Drive
Southaven, MS 38671

To Whom It May Concern:

ZOLL Medical Corporation services our defibrillator products through the Depot Repair Center at ZOLL Corporate in Chelmsford, Massachusetts. The ZOLL Depot Team is a group of highly skilled, trained professionals that have extensive experience in electronics, product application and process quality control. The intense quality and environmental testing performed by this team at the factory can not be duplicated in any field environment.

There are no other ZOLL authorized companies providing repair service for the ZOLL Propaq MD, M Series, E Series, X Series and AED Plus defibrillators that ZOLL has sold in North America. We do use outside authorized agencies to provide on-site Preventative Maintenance checks on our products. In addition, we do have authorized International ZOLL Distributors who provide service within their countries.

If you should have any questions, please do not hesitate to call me at 1-800-242-9150, Ext. 9357

Sincerely,

Tammy Digan
Service Contracts Administrator

January 21, 2013

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Southaven Fire Dept.
8710 Northwest Dr.
Southaven, TN 38671

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800-348-9011 x 9871.

Sincerely,

A handwritten signature in black ink, appearing to read "Adam Britt", written in a cursive style.

Adam Britt
TN/MS EMS Territory Manager



EXTENDED WARRANTY CONTRACT

P.O. # _____

ZOLL Medical Corporation
269 Mill Road
Chelmsford, MA 01824-4105
www.zoll.com
(978) 421-9655
(800) 348-9011
(978) 421-0022 Fax

CUST. #: 137677
NAME: Southaven Fire Department
Bill&Ship to 8710 Northwest Drive
Southaven, MS, 38671

DATE: 8/16/2013 - Rev. 10/22/13
ATTN: Chief Ron White
TEL. #: 901-210-9200
FAX #: N/A
EMAIL: TmMcCallum@southaven.org
PM CONT Tony McCallum - Director 662-393-7466

<u>PART NUMBER</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>LIST PRICE</u>	<u>EXTENDED PRICE</u>
8889-0003	THREE (3) Year Extended Warranty ZOLL Defibrillator. <u>Serial Number:</u> AB09I011837, AB09I012049, AB09I012061, AB09I012074 and AB09I012079 <u>CONTRACT DATES:</u> November 1, 2013 to October 31, 2016	5	\$3,015.00	\$15,075.00
8889-3991	Preventive Maintenance (PM)*** 1 PM per unit per year for 3 years. <u>Serial Number:</u> AB09I011837, AB09I012049, AB09I012061, AB09I012074 <u>CONTRACT DATES:</u> November 1, 2013 to October 31, 2016	4	\$690.00	\$2,760.00
8889-2991	Preventive Maintenance (PM)*** 1 PM per unit per year for 2 years. <u>Serial Number:</u> AB09I012079 <u>CONTRACT DATES:</u> November 1, 2014 to October 31, 2016	1	\$460.00	\$460.00

THREE (3) YEAR EXTENDED WARRANTY INCLUDES:

- * 12% Discount off the price of the One Year Extended Warranty.
- * 20% Discount on New Cables and Paddles.
- * 25% Discount on Lithium SurePower Batteries.
- * 50% Discount on Sealed Lead Acid Batteries.
- * The use and shipping of a Service Loaner at no cost during repairs.
- * No charge for shipping of unit being repaired.

TOTAL \$18,295.00

NOTES:

****One (1) PM to be performed on AB09I012079 to fulfill previous contract (contract # 107483) in year 1 of this contract**

Extended Payment Terms:

ZOLL will invoice the first year of this contract upon receipt of signed contract with terms of Net 30 Days
ZOLL will automatically invoice year two (2) of this contract in November 2014 and year three (3) of this contract in November 2015

- * Extended Warranty is a continuation of the EMS One Year Product Limited Warranty
- * List prices quoted are firm for 60 days.
- * Terms are Net 30 Days.
- * Customer is responsible for all applicable taxes.

CANCELLATION POLICY:

The request to cancel an Extended Warranty must be sent in writing to the Service Contracts Department.
The Extended Warranty Contract will be terminated 60 Days after receipt of request to cancel. ZOLL will credit balance of contract to customer's account.

Authorized signature / Date
_____ (Please Print Name)

Tammy Digan /Date
Service Contracts Administrator

**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE
CITY OF SOUTHAVEN, MISSISSIPPI DECLARING SURPLUS
PROPERTY AND GRANTING AUTHORIZATION TO
ADVERTISE FOR AUCTION AND SALE**

WHEREAS, the City of Southaven is presently in possession of various surplus property, and

WHEREAS, it has been recommended to the Mayor and Board of Aldermen that the property be declared as surplus and sold and/or disposed of as appropriate and in accordance with state law, or retained and removed from the fixed assets inventory, and

WHEREAS, the Mayor and Board of Aldermen are desirous of disposing of such surplus property, pursuant to Section 21-17-1 of the Mississippi Code (1972), and

WHEREAS, the Mayor and Board of Aldermen hereby authorize that the list on the Exhibit attached hereto as Collective Exhibit "A," be declared as surplus and, if warranted, listed on Govdeals.com or sold at public auction or otherwise disposed of as appropriate and in accordance with state law, or deleted from the fixed assets inventory, as appropriate.

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

1. The various surplus property shown on the attached Collective Exhibit "A" be and hereby declared to be surplus property.
2. The City Clerk, or her designee, be, and she is hereby authorized and directed to advertise the vehicles on Govdeals.com or sell the vehicles at public auction, or to otherwise dispose of said property in accordance with state law, or to retain such items and remove them from the fixed assets inventory pursuant to State guidelines.

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

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

RESOLVED AND DONE, this ____ day of _____, 2013.

Darren Musselwhite, MAYOR

ATTEST:

Sheila Heath, CITY CLERK



SPECIAL INVESTIGATIONS DIVISION

To: Chief Tom Long
From: Captain Steve Stewart
Date: 10/24/13
Reference: Request to surplus property.

Chief,

The following list of property was seized by this division during drug related investigations. The property has cleared all court proceeding and was forfeited to the City of Southaven. I am requesting that this property be considered surplus property and sold on govdeals.com.

1. 2001 Harley Davidson motorcycle, VIN: 1HD1BWB181Y077840.
2. 1999 Ford F150 pickup, VIN: 1FTRX18L3XKB89880.
3. 52" Sanyo flat screen television, serial #B8300842029727.
4. 51" Samsung flat screen television, serial #Z2Z13CQ5510752M.

Thanks,



Captain Steve Stewart IBM #1060



CERTIFICATE OF TITLE

Form 79-001-11-7-1-000

STATE OF MISSISSIPPI

ORIGINAL

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR	MODEL	BODY	TITLE NUMBER
1FTRX18L3XKB89880	FORD	1999	F15	4C	F228225-02
TITLE DATE	DATE OF FIRST SALE FOR USE NEW ONLY	NO. CYL.	NEW / USED	TYPE OF VEHICLE	PASS. OR GVW
09232013		08	X	TRUCK	000

ODOMETER - TENTHS NOT INCLUDED

000000

EXEMPT FROM DISCLOSURE REQUIREMENTS

OWNER

CITY OF SOUTHAVEN/ POLICE DEPT
8691 NORTHWEST DR
SOUTHAVEN MS 38671

1ST LIENHOLDER (OR OWNER IF NO LIEN)

CITY OF SOUTHAVEN/ POLICE DEPT
8691 NORTHWEST DR
SOUTHAVEN MS 38671

DATE:

MONTH | DAY | YEAR

2ND LIENHOLDER

DATE:

MONTH | DAY | YEAR

LIEN SATISFACTION: THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIEN(S) ON THE MOTOR VEHICLE DESCRIBED HEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF.

1ST LIEN _____ BY _____
(LIENHOLDER) (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20 _____

2ND LIEN _____ BY _____
(LIENHOLDER) (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20 _____



IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS

THE 25 DAY OF SEPTEMBER 2013
13266055009 00010

The Mississippi Department of Revenue hereby certifies that on application duly made, the person named herein is registered by this office as the lawful owner of the vehicle described subject to the liens or security interests as may subsequently be filed with the Department of Revenue. This certificate of title is issued pursuant to the Mississippi Motor Vehicle Title Law Section 63-21-1, Mississippi Code of 1972, and subject to the provisions thereof.

CONTROL NUMBER

20343143

DEPARTMENT OF REVENUE

Ed Morgan

VOID IF ALTERED

CERTIFICATE OF TITLE

Form 79-001-11-7-1-000

STATE OF MISSISSIPPI

ORIGINAL

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR	MODEL	BODY	TITLE NUMBER
1HD1BWB181Y077840	HD	2001	FLS	RS	9150098-03
TITLE DATE	DATE OF FIRST SALE FOR USE NEW ONLY	NO. CYL.	NEW / USED	TYPE OF VEHICLE	PASS. OR GVW
09232013		02	X	MC	000

ODOMETER - TENTHS NOT INCLUDED

000000

EXEMPT FROM DISCLOSURE
REQUIREMENTS

OWNER

CITY OF SOUTHAVEN/POLICE DEPT
8691 NORTHWEST DR
SOUTHAVEN MS 38671

1ST LIENHOLDER (OR OWNER IF NO LIEN)

CITY OF SOUTHAVEN/POLICE DEPT
8691 NORTHWEST DR
SOUTHAVEN MS 38671

DATE:

MONTH | DAY | YEAR

2ND LIENHOLDER

DATE:

MONTH | DAY | YEAR

LIEN SATISFACTION: THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIEN(S) ON THE MOTOR VEHICLE DESCRIBED HEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF

1ST LIEN _____ BY _____
(LIENHOLDER) (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20 _____

2ND LIEN _____ BY _____
(LIENHOLDER) (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20 _____



IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS

THE 25 DAY OF SEPTEMBER 2013
13266055008 00009

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CONTROL NUMBER

20343142

DEPARTMENT OF REVENUE

Ed Morgan

VOID IF ALTERED

CITY OF SOUTHAVEN
Top Of Mississippi

Office of Operations

Bradley K. Wallace, AIA
Director of Operations



8710 Northwest Drive
Southaven, MS 38671
Ph. 662-393-4639
Fax 662-280-6534
bwallace@southaven.org

November 5, 2013

RE: Request to surplus City property – damaged solid waste carts

Mayor Musselwhite and Board members:

Please accept this request from the Sanitation Division of Public Works to surplus approximately 200, 96 gallon solid waste carts from our yard. These carts have been damaged over time beyond repair through daily use and weekly collection – all for their intended purpose - and serve no further useful purpose other than to be recycled.

Thank you for your consideration in this matter.

Sincerely,

Bradley K. Wallace, AIA

Surplus Property – Mayor's Office

AGREEMENT

This AGREEMENT made and entered into on this, the 5th of November, 2013 by and between the CITY OF SOUTHAVEN, MISSISSIPPI, of 8710 Northwest Drive, Southaven, Desoto County, Mississippi, hereinafter referred to as “CITY”, and Fernando and Wanda Martinez, herein after referred to as “VENDOR”.

RECITALS

WHEREAS, CITY hosts various cultural, community, sporting and athletic events at various venues owned and operated by CITY throughout the year;

WHEREAS, CITY desires to obtain various vendors to provide services for the aforesaid events;

WHEREAS, CITY values it Forever Young program due to the promotion of the CITY and community;

WHEREAS, VENDOR desires to assist the CITY in sponsoring the aforesaid events;

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

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 VENDOR

VENDOR agrees to provide four (4) hours of dance classes per week and DJ for the Forever Young bi-monthly luncheons, and as compensation, the City will allow use

of Tennis Center each Friday night for senior dances provided the City does not have a function at the Tennis Center. Vendor will be responsible for opening, closing and cleaning the Tennis Center after the dance. Vendor will have liability insurance coverage and indemnify the City for any damages or claims filed against the City, which occur as a result of this Agreement.

Vendor and/or City of Southaven can cancel this agreement with a written two week (14 days) notice for any reason or no reason.

CITY OF SOUTHAVEN, MISSISSIPPI

BY: _____
Mayor Darren Musselwhite

Fernando Martinez

Wanda Martinez

BY: _____

Ann Hamblin
Director "Forever Young"
Senior Services









SOUTHAVEN MARKETPLACE, LLC

SOZO ARCHITECTURE, PLLC

MICHAEL GREY JONES, AIA, LEED AP



NOT FOR CONSTRUCTION

REVISION	



Southaven Marketplace
Southaven, MS

SD

NUMBER:
DATE:
DRAWN:
CHECKED:

A001

Project General Notes

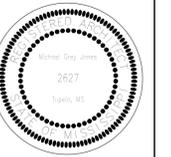
- Do not scale drawings. If dimensions are in question, ambiguous or not provided, the Contractor shall be responsible for obtaining clarification from the Architect prior to continuing with affected portions of the work.
- It is the Contractors' responsibility to verify, on site, all dimensions and equipment locations, and notify the Architect promptly and in writing should any discrepancies be discovered prior to continuing with affected portions of the work.
- Contractor shall be responsible for determining on-site conditions, and perform all work necessary to complete the project. Contractor shall not prohibit nor interfere with the work of the Sitework Package Phase II Contractor, should Contract Times overlap. Contractor is to coordinate with the Sitework Contractor to prevent delaying his work.
- See Sheet A600 for partition types.
- Contractor shall provide continuous and unbroken thermal and air/moisture barrier envelopes; in any instance where the Contractor is uncertain how the envelope is to be completed, it is the Contractors' responsibility to promptly request clarification from the Architect in writing. All penetrations of the air/moisture barrier are to be sealed air tight.
- The lowest permitted weep vents at exterior stone veneer walls are to occur not lower than one course above adjacent grade or paving.
- All CMU partitions are 8", unless otherwise noted.
- Metal studs at locations subject to vertical deflection are to have deflection tracks.
- Steel angles where exposed to exterior conditions are to be galvanized and painted.
- Toilet accessories, plumbing fixtures and trim may be shown in approximate locations; Contractor is to verify that there are no conflicts in location that might inhibit proper function and compliance with ADA and UBC required clearances. It is the Contractor's responsibility to promptly obtain clarification from the Architect should a discrepancy or conflict be discovered.
- Unless otherwise noted, all toilet rooms are to receive thinset tile floors; provide blockouts at floor drain locations.
- Contractor is to provide CMU reinforcing and fill as called for on Structural Drawings.
- All Prefinished Louvers are to be color matched to the wall material in which they are installed; see Mechanical Drawings and Specifications.

Interior Partitions General Notes

- Locations of required smoke and fire partitions are shown on the Life Safety Plan; see sheet A004; these partitions are to be constructed in compliance with the UL design assembly listed with each partition type. All penetrations in fire rated partitions shall be sealed to provide a fire rating equal to or greater than the assembly penetrated. All fire rated partitions sealing off to fluted deck shall fit within 1/4" tolerance to the shape of the deck and be sealed to provide a fire rating equal to or greater than that of the fire rated partition.
- All partitions extending from floor to the underside of structure above shall have their perimeter and all penetrations sealed smoke tight with resilient non-hardening caulk, acoustical sealant, or fire stopping sealant, as required by the partition type.
- Where items are recessed within fire rated partitions/walls the Contractor is to provide additional partition material or fire rated enclosure, fireproofing and fire stopping around the recessed item in sufficient thickness and construction as required to maintain the integrity of the partition's fire rating.
- All walls extend to deck unless otherwise noted.
- See G004 for Partition Types. Partition type diagrams indicate core partition construction only, and do not include applied finishes; for applied finishes see finish schedules (i600 sheets) and interior elevations (i400 sheets).
- Refer to door and frame details, A700 sheets, for required framing and anchorage at doors, storefront, and windows.
- All joints in all gypsum board partitions are to be taped and floated, including all fire rated and unrated partitions, both exposed or concealed/above ceiling surfaces.
- All masonry joints are to be tooled, including concealed/above ceiling surfaces.
- Unless specifically called out otherwise, all sound attenuation is to be continuous for the full height of the partition. Where a sound rated partition intersects an exterior wall, the exterior wall of the sound isolated room is to maintain the STC rating of the intersecting partition. All partition assembly intersections, terminations, and penetrations are to receive acoustic sealant, as required to maintain the partition's identified STC rating. All mechanical and electrical devices located in sound rated partitions are to be acoustically isolated and sealed with acoustic sealant. All partitions identified to be STC rated are to have acoustic seals/isolation at their intersections with other adjacent building construction (top, bottom, and sides). All STC rated partitions are to extend to and seal off at the underside of deck above.
- All fire and smoke rated partitions shall have both sides of the portion above ceiling stenciled in a permanent and highly visible paint to read: "This partition is part of a (smoke or #-hour fire rated) separation; all penetrations and openings in this partition are to be sealed and protected to match or exceed the rating of the partition." This stenciling is to occur at intervals not to exceed 10'-0" horizontally, and be located not higher than 24" above the ceiling plane; lettering is to be a minimum of 3" in height and helvetica font.
- All partitions, unless specifically noted otherwise, are to terminate and seal off at the bottom-side of deck above.
- At instances of chase partitions, the fixture-side partition is to terminate 8" above ceiling. Where chase partitions separate adjacent toilet rooms, the female-side partition is to terminate 8" above ceiling, and the male-side is to terminate and seal off at the bottom-side of deck above. At locations of chase partition 7b both sides are to extend to bottom of deck above.

SHEET INDEX

Sheet Number	Sheet Name
A002	Keys & Abbreviations
A003	Code Summary
A000	Cover Sheet
A001	Symbols, TOC & General Criteria
A100	Site Plan
A101	Site Details
A200	Floor Plan
A300	East & West Elevations
A301	North & South Elevations
A400	Building Section
A602	Store Fronts
E100	Electrical Site Plan



NOT FOR CONSTRUCTION

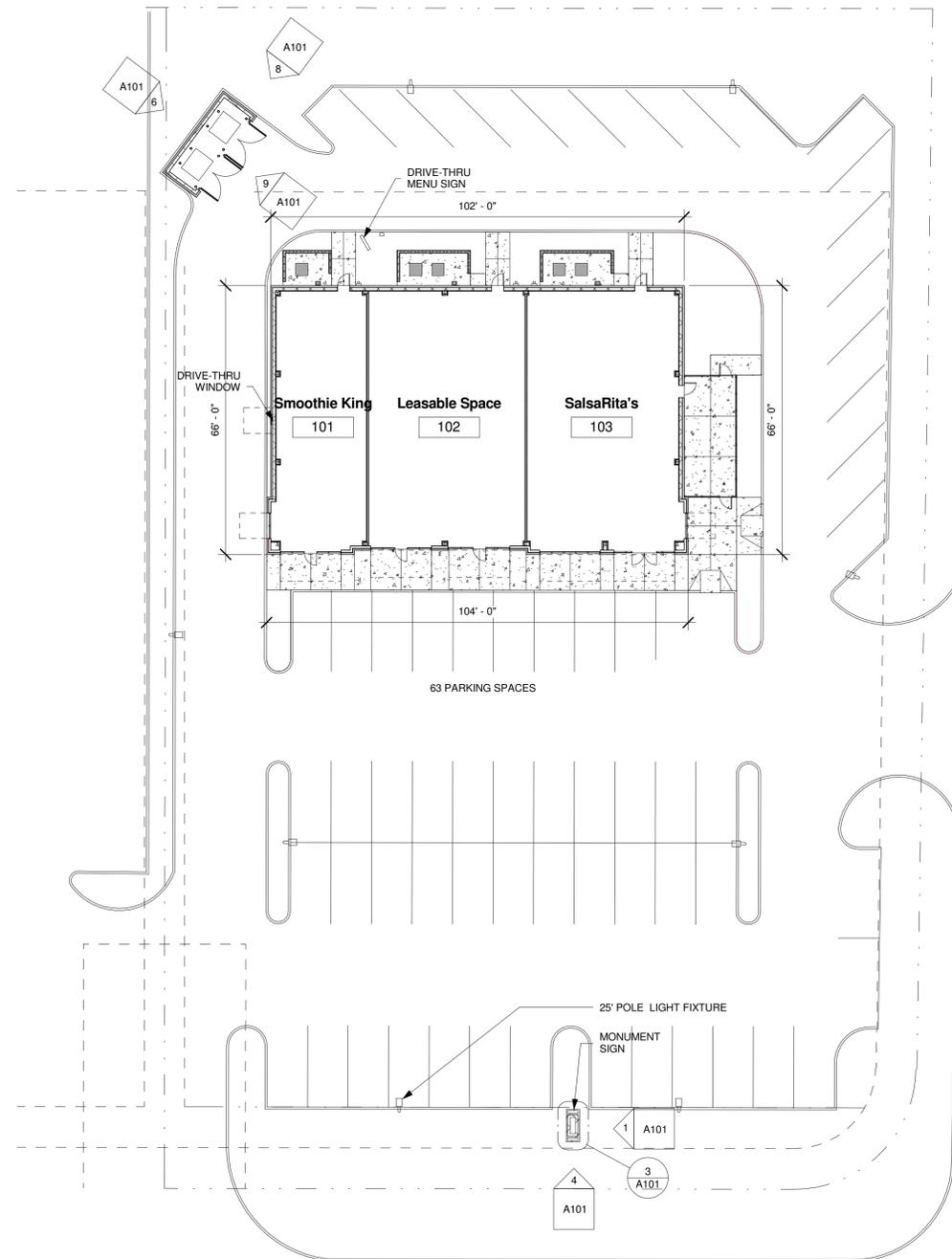
REVISION	

Southaven Marketplace
Southaven, MS

SD

NUMBER:
DATE:
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A100



1 Site Plan
1" = 20'-0"



NOT FOR CONSTRUCTION

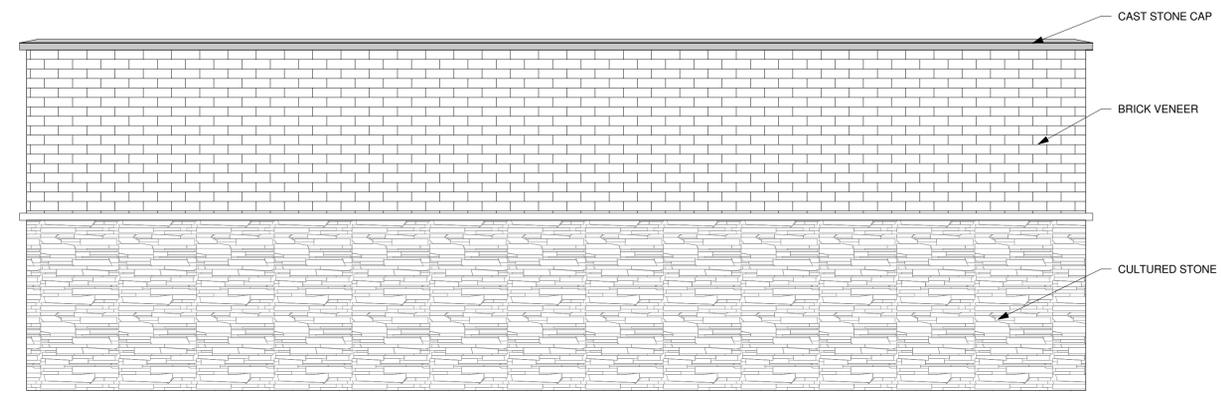
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Southaven Marketplace
Southaven, MS

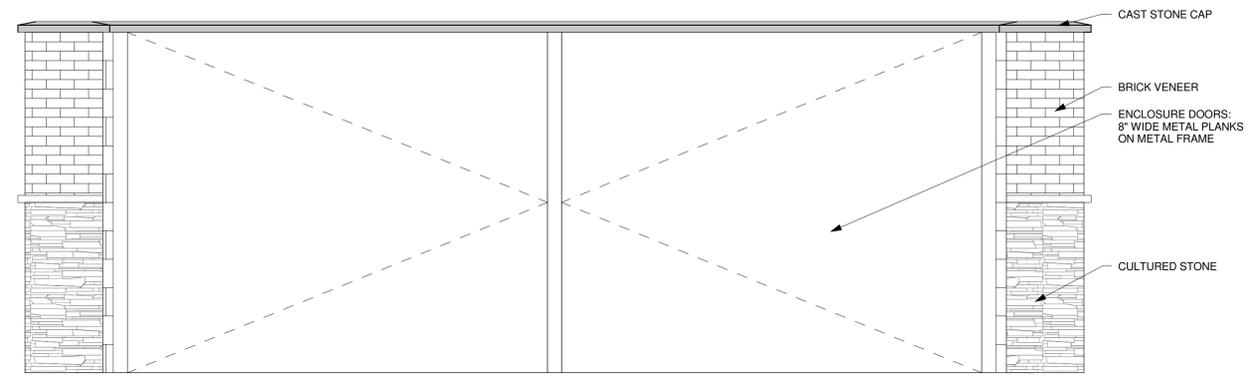
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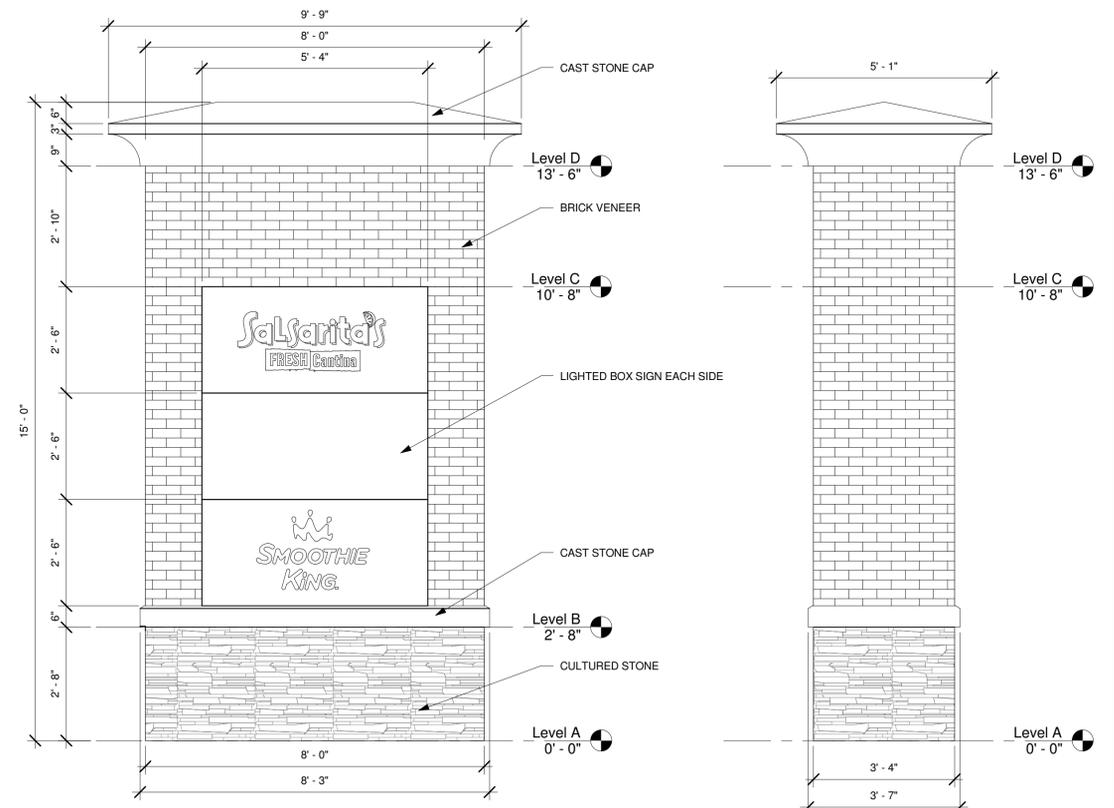
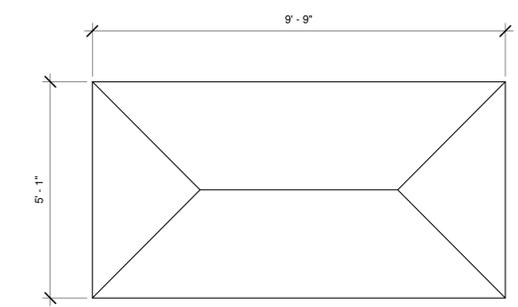
A101



6 North East Elevation of Dumpster Enclosure
1/2" = 1'-0"

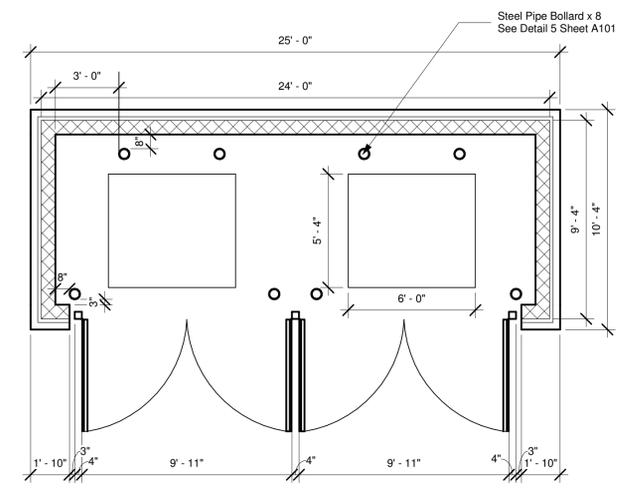


9 South West Elevation of Dumpster Enclosure
1/2" = 1'-0"

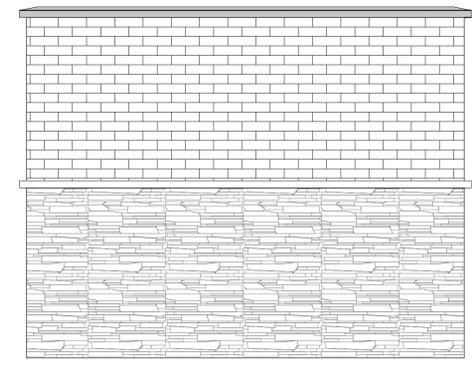


1 Monument Sign Front Elevation & Cap
1/2" = 1'-0"

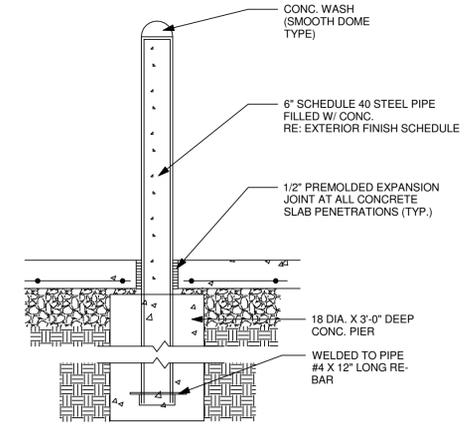
4 Monument Sign Side Elevation
1/2" = 1'-0"



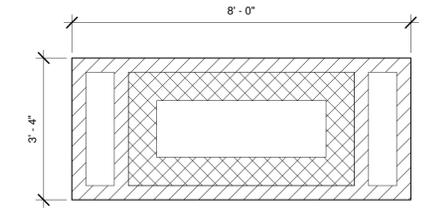
2 Trash Enclosure
1/4" = 1'-0"



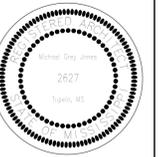
8 SE & NW Elevations of Dumpster Enclosure
1/2" = 1'-0"



5 Bollard Detail - Not to Scale
1/4" = 1'-0"



3 Plan View of Monument Sign
1/2" = 1'-0"



NOT FOR CONSTRUCTION

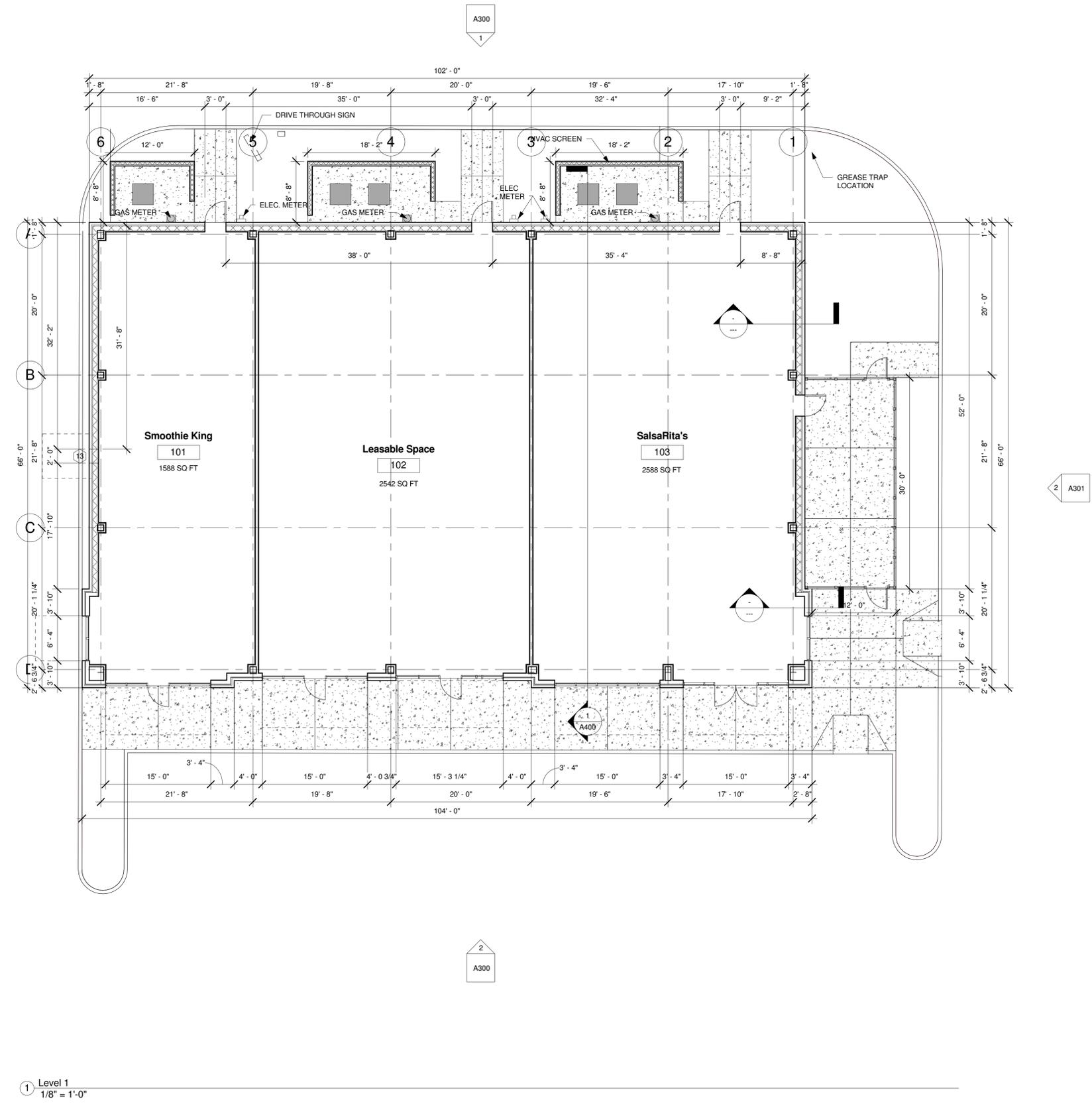
REVISION

Southaven Marketplace
Southaven, MS

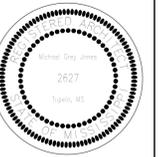
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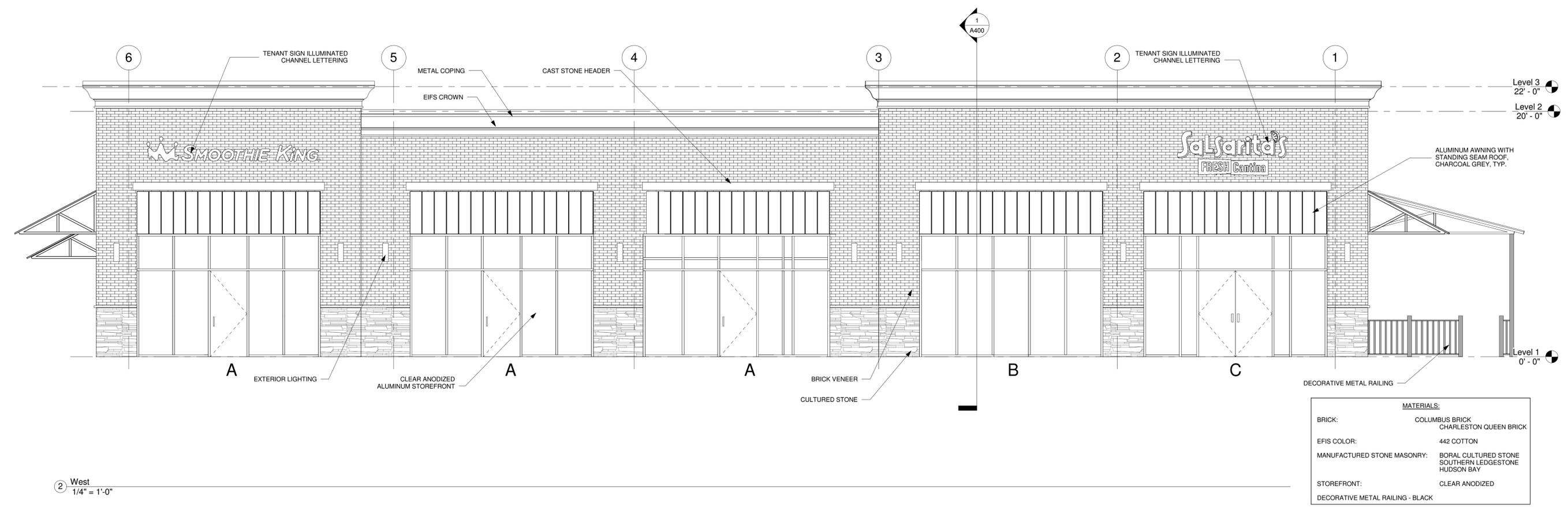
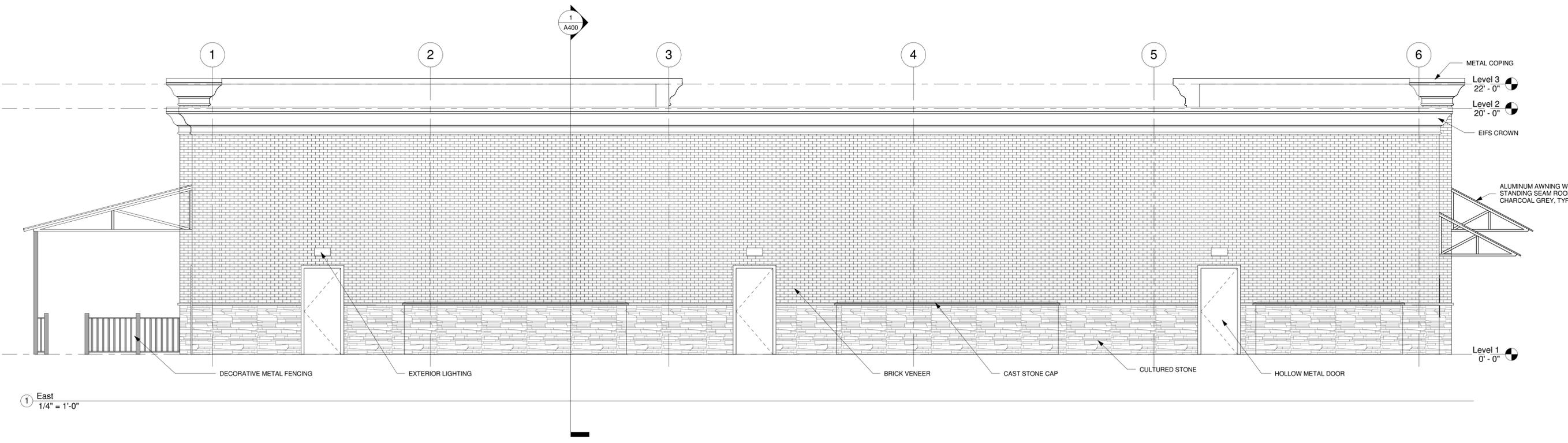


1 Level 1
1/8" = 1'-0"



NOT FOR CONSTRUCTION

REVISION



MATERIALS:

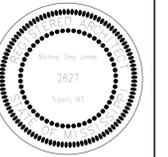
BRICK:	COLUMBUS BRICK CHARLESTON QUEEN BRICK
EIFS COLOR:	442 COTTON
MANUFACTURED STONE MASONRY:	BORAL CULTURED STONE SOUTHERN LEDGESTONE HUDSON BAY
STOREFRONT:	CLEAR ANODIZED
DECORATIVE METAL RAILING - BLACK	

Southaven Marketplace
Southaven, MS

SD

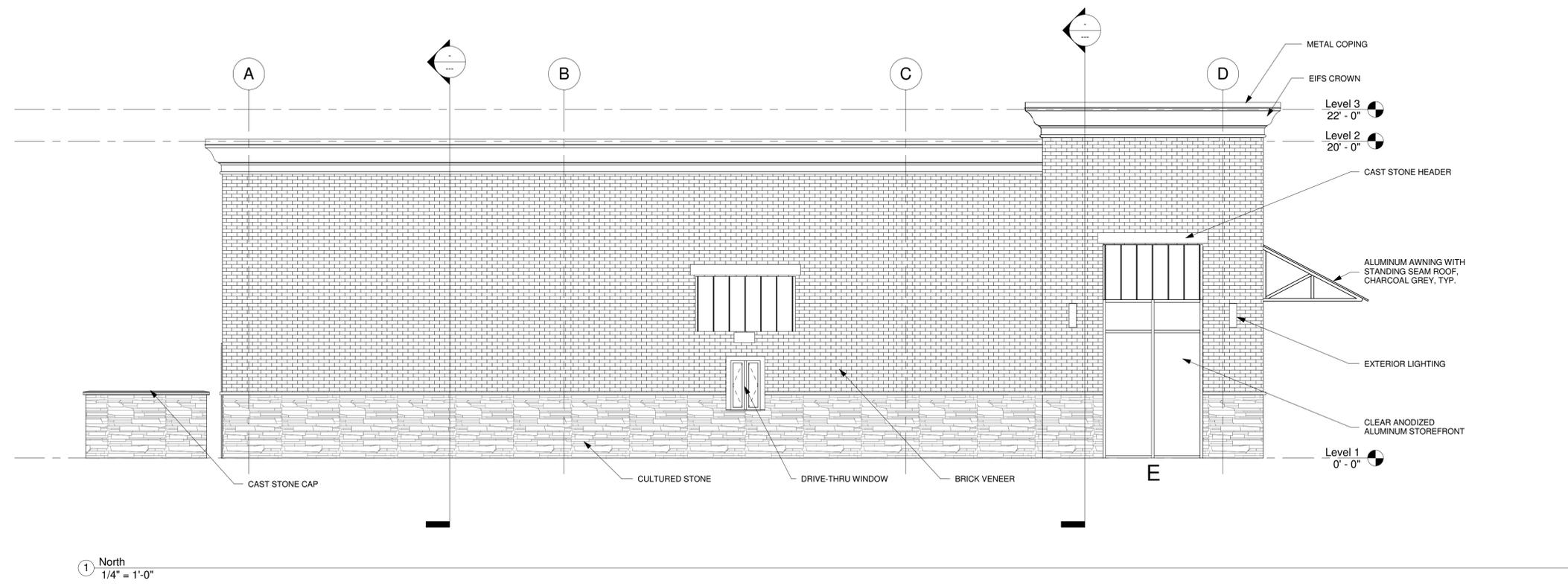
NUMBER:
DATE:
DRAWN:
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A300

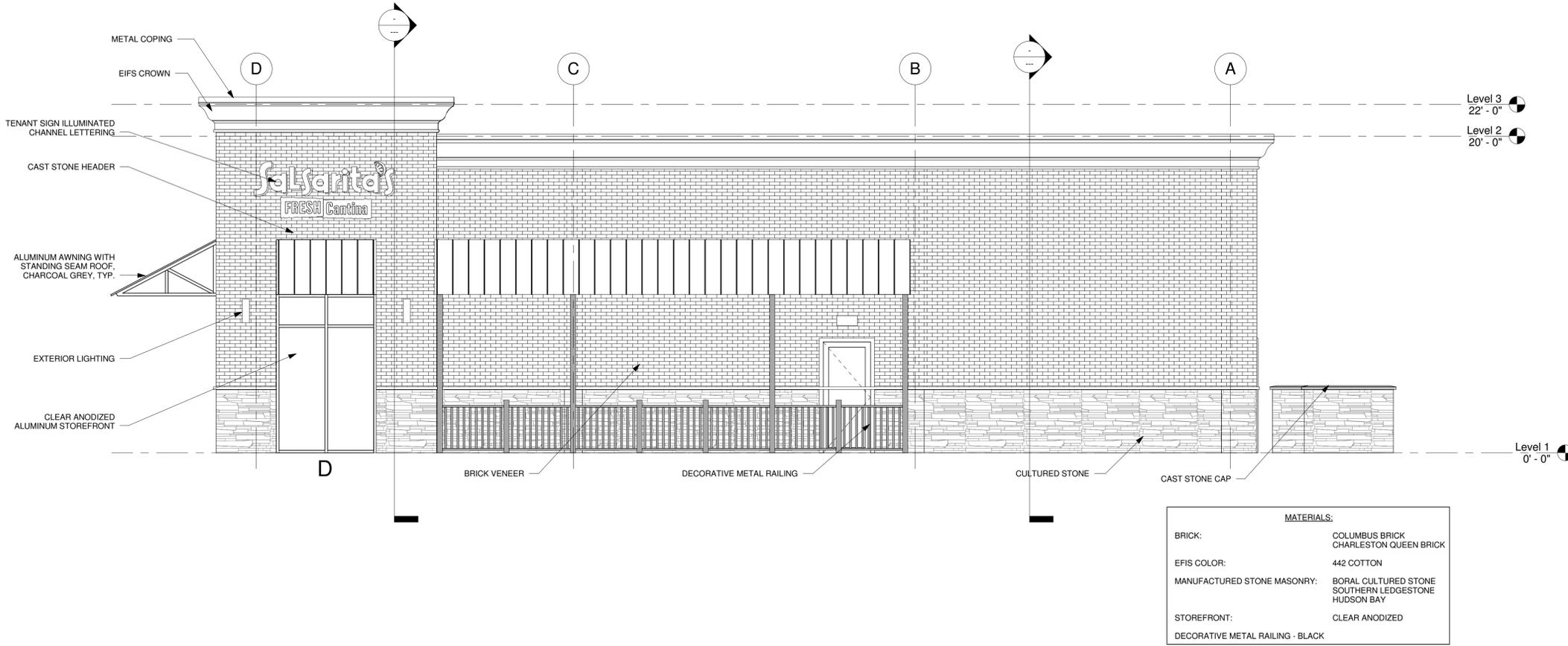


NOT FOR CONSTRUCTION

REVISION



1 North
1/4" = 1'-0"



2 South
1/4" = 1'-0"

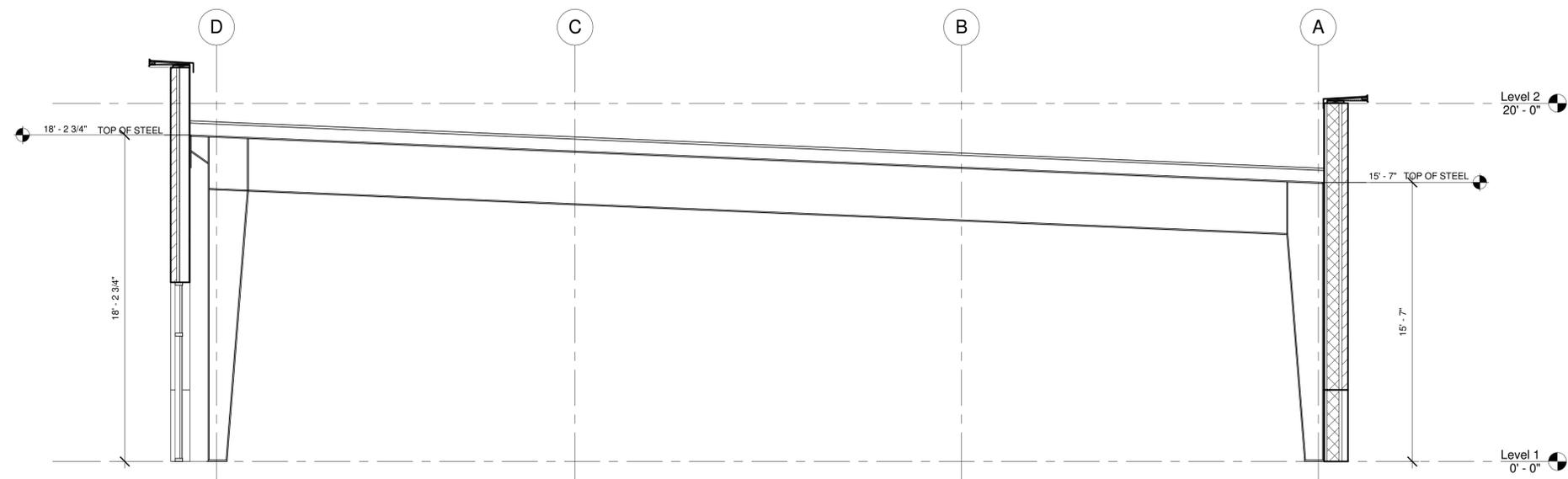
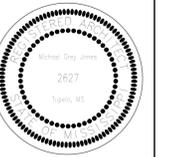
MATERIALS:	
BRICK:	COLUMBUS BRICK CHARLESTON QUEEN BRICK
EFIS COLOR:	442 COTTON
MANUFACTURED STONE MASONRY:	BORAL CULTURED STONE SOUTHERN LEDGESTONE HUDSON BAY
STOREFRONT:	CLEAR ANODIZED
DECORATIVE METAL RAILING - BLACK	

Southaven Marketplace
Southaven, MS

SD

NUMBER:
DATE:
DRAWN:
CHECKED:

A301



① Building Section
1/4" = 1'-0"

REVISION

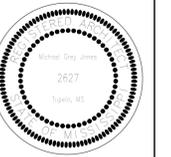
NO.	DESCRIPTION

Southaven Marketplace
Southaven, MS

SD

NUMBER:
DATE:
DRAWN:
CHECKED:

A400



NOT FOR CONSTRUCTION

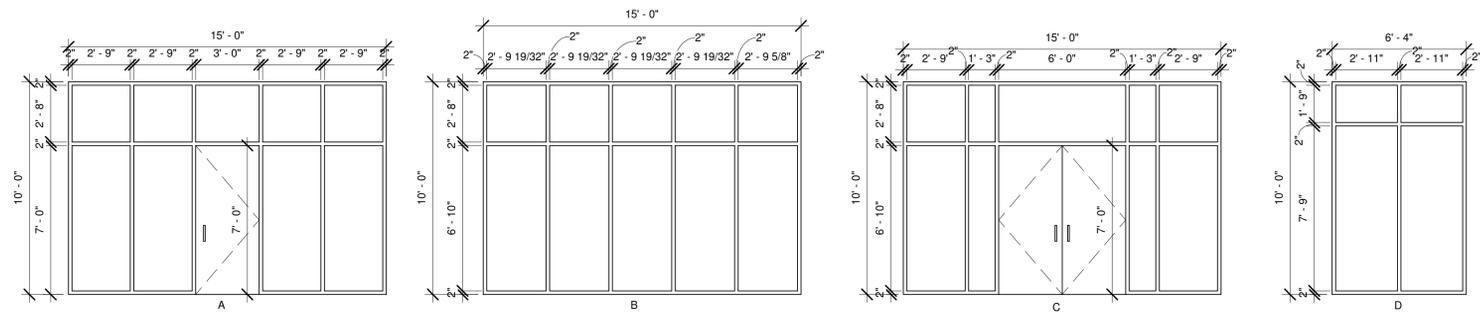
REVISION	

Southaven Marketplace
 Southaven, MS

SD

NUMBER:
 DATE:
 DRAWN:
 CHECKED:

A602



1 Store Fronts
 1/4" = 1'-0"

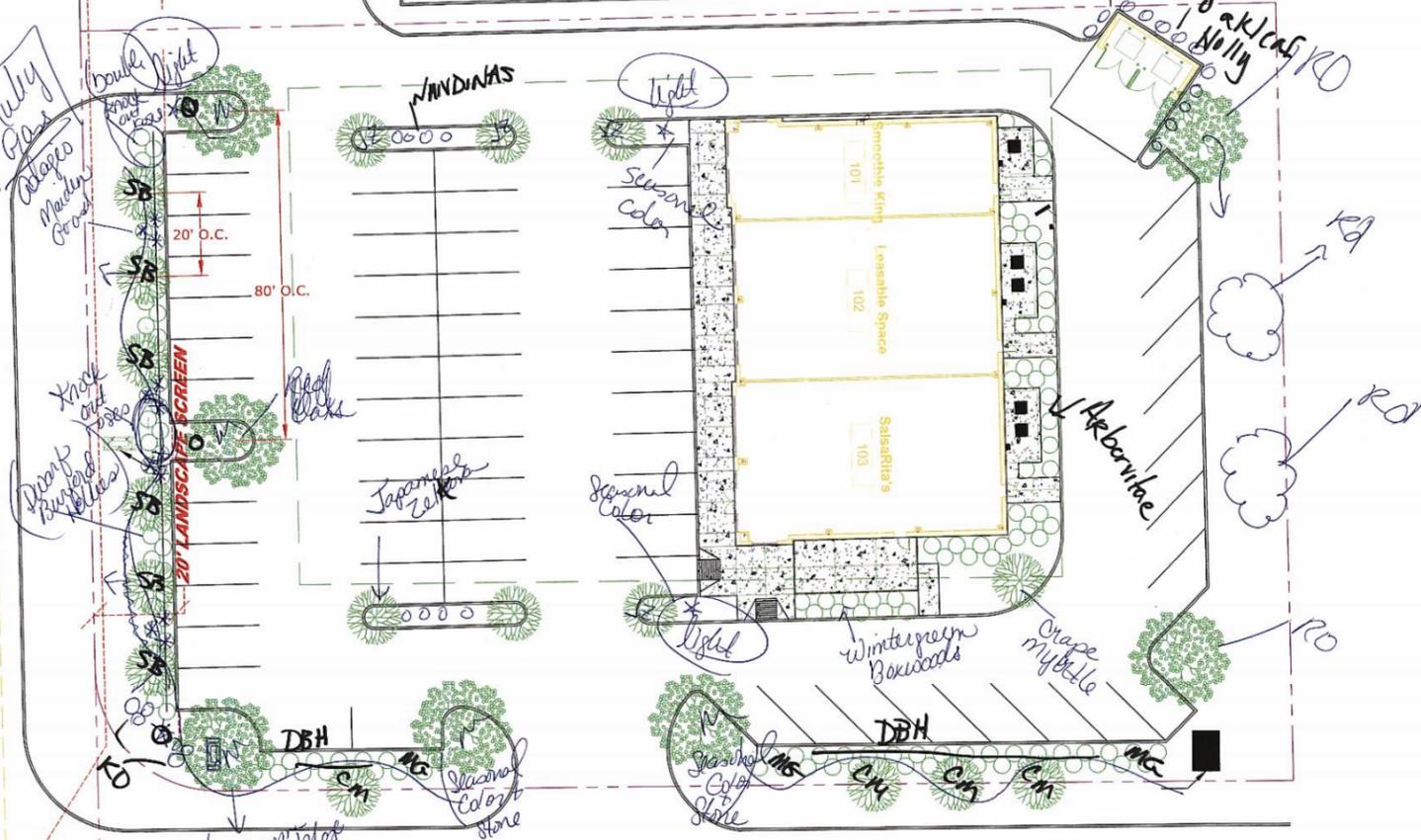


EMAIL: OXFORD@PECORPMS.COM
 NEWALBANY@PECORPMS.COM
 PHONE: (662) 234-8539 FAX: (662) 234-8639
 (662) 534-6205 WEB SITE: PECORPMS.COM (662) 534-6205

REVISIONS:

NO.	DATE	REVISIONS	BY:

GETWELL ROAD
 106' ROW
 (PUBLIC PAVED ROAD)
 NE 1/4 SEC 33 T7N R8E
 NW 1/4 SEC 34 T7N R8E



LEGEND

- These standard symbols may be found in the drawing.
- PROPERTY LINE
 - ADJOINING PROPERTY LINE
 - EASEMENT LINE
 - SETBACK LINES
 - EXISTING CURB
 - EXISTING EDGE OF PAVEMENT
 - CENTERLINE OF ROAD
 - EXISTING SIDEWALK
 - EXISTING UNDERGROUND ELECTRIC LINES
 - EXISTING OVERHEAD ELECTRIC LINES
 - EXISTING GAS LINES
 - EXISTING FENCE LINES
 - EXISTING BUILDING
 - EXISTING RETAINING WALL
 - EXISTING WATER MAIN
 - EXISTING WATER SERVICE
 - EXISTING SEWER GRAVITY
 - PROPOSED SEWER GRAVITY
 - EXISTING TELEPHONE SERVICE
 - EXISTING STORM DRAIN
 - PROPOSED STORM DRAIN
 - EXISTING 1' CONTOUR
 - EXISTING 5' CONTOUR
 - PROPOSED 1' CONTOUR
 - PROPOSED 5' CONTOUR
 - EX EXISTING
 - PR PROPOSED
 - TW GRADE AT TOP OF WALL
 - BW GRADE AT BOTTOM OF WALL
 - G.I. GRATE INLET
 - A.I. AREA INLET
 - C.I. CURB INLET
 - FL FLOW LINE
 - D.S. DOWNSPOUT
 - SMH SANITARY SEWER MANHOLE
 - C.C. CONCRETE
 - H.D.P.E. HIGH DENSITY POLYETHYLENE
 - F.E.S. FLARED END SECTION
 - C.P.P. CORRUGATED PLASTIC PIPE
 - F.F.E. FINISHED FLOOR ELEVATION
 - D.I. DUCTILE IRON
 - M.J. MECHANICAL JOINT
 - H HANDICAP PARKING
 - EXISTING SEWER MANHOLE
 - PROPOSED SEWER MANHOLE
 - PROPOSED SIGN
 - PROPERTY CORNERS
 - EXISTING MONUMENTS
 - POWER POLES
 - OFFSETS TO CORNERS
 - FIRE HYDRANT
 - WATER VALVE
 - TELEPHONE PEDESTAL
 - PRESSURE RELEASE VALVE
 - STREET LAMP



LANDSCAPING NOTES:

LANDSCAPING ON FRONT SETBACK MUST COMPLY WITH CITY OF SOUTHAVEN ZONING REGULATIONS CHAPTER 10, SEC 13-10(b), WHICH STATES "STREETSCAPE TYPE A SHALL BE REQUIRED WHERE PARKING IS LOCATED ADJACENT TO THE STREETSCAPE AND FACING THE PUBLIC RIGHT-OF-WAY AND SHALL CONSIST OF A TWENTY-FOOT WIDE AREA SUPPLEMENTED BY A LANDSCAPE ISLAND (TEN (10) FEET BY TWENTY (20) FEET MINIMUM) IN THE PARKING AREA LOCATED EVERY EIGHT (8) SPACES. PLANTING SHALL CONSIST OF ONE (1) MAJOR SHADE TREE PLANTED IN EACH OF THE ISLANDS ACCOMPANIED BY A SINGLE, STAGGERED ROW OF EVERGREEN SHRUBS SUPPLEMENTED BY THREE (3) ORNAMENTAL TREES, PLANTED TWENTY (20) FEET ON CENTER, BETWEEN EACH PAIR OF SHADE TREES."

FINAL LANDSCAPE PLAN MUST BE APPROVED BY THE PLANNING DEPARTMENT.

- PROPOSED MAJOR SHADE TREE
- PROPOSED ORNAMENTAL TREE
- PROPOSED ROW OF EVERGREEN SHRUBS

LANDSCAPE PLAN
 FOR
 SOUTHAVEN MARKETPLACE

- 3 1/2" Caliper
 - October Glory
 - Autumn Blaze
 - Red Oaks
- 2 1/2"
 - Sweet Bay Magnolia (see multi trunk)
 - Natchez Grape Myrtles (multi trunk)
 - Bonopetalum (dwarf)
 - Redbud (Texas variety)
 - Bloodgood Japanese Maples
 - Japanese Zelkova
- 3 1/2" minimum
 - Muley Grass
 - Adagio Grass
 - Double Knock out Rose
 - Dwarf Burford Holly
 - American Hawthornes
 - Dwarf
 - Nandinas

DRAWN BY:	DATE:
CHECKED BY:	SCALE:
DRAWING NO.:	

ALL ENGINEERING DRAWINGS ARE IN CONFIDENCE AND DISSEMINATION MAY NOT BE MADE WITHOUT PRIOR WRITTEN CONSENT OF THE ENGINEER. ALL COMMON LAW RIGHTS OF COPYRIGHT AND OTHERWISE ARE HEREBY SPECIFICALLY RESERVED.

PAGE NO.: 4.0

CONTRACT CHANGE ORDER

DATE:	10/18/2013	ORDER NO.	1
CONTRACT FOR:	STATELINE RD AND TCHULAHOMA RD INTERSECTION IMPROVEMENTS		
OWNER:	CITY OF SOUTHAVEN		
CONTRACTOR:	MADDEN PHILLIPS CONSTRUCUTION		

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

Description of Changes (Supplemental Plans and Specifications Attached)	DECREASE in Contract Price	INCREASE in Contract Price
Item 2 - Clearing and Grubbing - Increase quantity by 5.645		\$ 17,499.50
Item 3 - Removal of Fence, All Types - Reduce quantity by 500 FT	\$ 3,000.00	
Item 5 - Replace & Reinstall New Fence - Reduce quantity by 500 FT	\$ 9,000.00	
Item 7 - Asphalt Pavement, 12.5mm MDOT Mix, ST - Delete	\$ 19,440.00	
Item 8 - Asphalt Pavement, 19mm MDOT Mix, ST - Increase quantity by 165 TN		\$ 17,160.00
Item 9 - Combination Concrete Curb and Gutter, All Types - Reduce quantity by 50 FT	\$ 1,060.00	
Item 10 - Borrow Excavation (Off Site) (PM) (Contractor Furnish) - Reduce quantity by 148 CY	\$ 2,220.00	
Item 11- Unclassified Excavation - Reduce quantity by 90 CY	\$ 450.00	
Item 13 - Granular Material (CL 5, GRP C), (PM) - Reduce quantity by 20 CY	\$ 1,240.00	
New Item 32 - Fire Hydrant Extension - at 1 EA		\$ 1,736.88
TOTALS	\$ 36,410.00	\$ 36,396.38
NET CHANGE IN CONTRACT PRICE	\$ (13.62)	

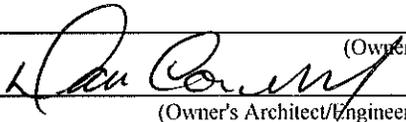
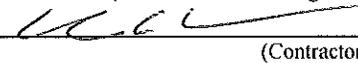
JUSTIFICATION: This change order adjusts several line item quantities related to the change in layout of the intersection due to the ROW issues in the northeast corner of the intersection along with the increase in clearing and grubbing due to the relocation of the overhead utility lines.

The amount of the Contract will be ~~(Decreased)~~ ~~(Increased)~~ By The Sum Of: Thirteen and 62/100
 Dollars \$ (13.62)

The Contract Total Including this and previous Change Orders Will Be: Three Hundred Thousand
 One Hundred Twenty Eight and 38/100 Dollars \$ 300,128.38

The Contract Period Provided for Completion Will Be ~~(Increased)~~ ~~(Decreased)~~ (Unchanged): 0 Days.

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

Accepted _____ (Date)
 Recommended  (Date) 10/21/13
 (Owner's Architect/Engineer)
 Accepted  (Date) 10/23/13
 (Contractor)

16. Mayor's Report

17. Citizen's Agenda

Personnel Docket

November 5, 2013

Payroll Additions	Position	Department	Start Date	Rate of Pay
Lari Masler	P/T Billing Clerk	Utilities Billing - 820	November 6, 2013	\$8.50
Kiel Davis	Field Service Tech	Utilities Maintenance - 825	November 6, 2013	\$10.20

Payroll Adjustments	Previous Classification	New Classification	Effective Date	Rate of Pay
Michael Young	Firefighter III	Driver	November 8, 2013	\$15.88
Perry Baldwin	Patrol Officer III	Sergeant	November 9, 2013	\$20.64

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

Payroll Deletions	Position	Department	Termination Date	Rate of Pay
Beverly Behringer	Crossing Guard	Police - 211	May 21, 2013	\$9.00
Gwendolyn Brasher	Crossing Guard	Police - 211	May 21, 2013	\$9.00
Patricia Brewington	Crossing Guard	Police - 211	May 21, 2013	\$9.00
Pamela Feraios	Crossing Guard	Police - 211	August 11, 2013	\$9.00
Tara Alm	Dispatcher II	Police - 211	September 16, 2013	\$18.74
Colby Jackson	Seasonal Laborer	Parks and Recreation - 411	October 18, 2013	\$7.50
Erica Walton	Crossing Guard	Police - 211	October 25, 2013	\$9.00
Ian Sammons	Patrol Officer II	Police - 211	October 31, 2013	\$18.87
Dominique Crenshaw	IT Tech I	IT - 150	November 8, 2013	\$16.48
Baylee Welch	EMT/Paramedic	Fire - 290	November 16, 2013	\$15.28

19. Committee Reports: Tent Ordinance

20. City Attorney's Legal Update

City of Southaven Docket of Claims



Warrant #: C-110513 & W-110513

City of Southaven Claims Docket
Warrant #: C-110513 & W-110513

Page 1 of 44

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
246029	0	210221	17667	24-7 EMS	24/7 EMS TRAINING SOFTWARE	\$1,395.90
5165	0	210288	6920	A SAFELOCK CO.	(2) BOLT DOWN SAFES	\$175.00
35421	0	209865	424	A TO Z ADVERTISING	A MUELLER 2014 ALLOT	\$159.94
35432	0	209860	424	A TO Z ADVERTISING	B GIFFORD 2014 ALLOT	\$193.00
35420	0	209864	424	A TO Z ADVERTISING	C VAUGHN 2014 ALLOT	\$285.90
35384	0	209863	424	A TO Z ADVERTISING	K GOFF 2014 ALLOT	\$132.50
35431	0	209861	424	A TO Z ADVERTISING	K SNYDER 2014 ALLOT	\$188.00
35383	0	209862	424	A TO Z ADVERTISING	N YORK 2014 ALLOT	\$175.00
35410	0	209866	424	A TO Z ADVERTISING	ROUND SPD PATCHES	\$1,318.44
10764	0	209982	23	A-1 SEPTIC TANK SERV	LAKES OF NICHOLS LIFT STATION CLEANING	\$240.00
10771	0	209986	23	A-1 SEPTIC TANK SERV	SHETLAND GARDENS - SEPT 2013	\$3,570.00
3485205	0	210322	6142	ACCESS POINT INC	PHONE SERVICE - FIRE	\$213.41
3488626	0	210226	6142	ACCESS POINT INC	PHONE SERVICES - POLICE	\$383.14
5543	0	210000	12445	ACCURATE LAW ENFOR	B GIFFORD 2014 ALLOT	\$185.97
5544	0	209999	12445	ACCURATE LAW ENFOR	B RIGGS 2014 ALLOT	\$121.98
5557	0	210001	12445	ACCURATE LAW ENFOR	B ROSENBERG 2014 ALLOT	\$119.99

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
5581	0	210364	12445	ACCURATE LAW ENFOR	D BARR 2014 ALLOT	\$79.98
5573	0	209871	12445	ACCURATE LAW ENFOR	M NORWOOD 2014 ALLOT	\$144.99
5571	0	210335	12445	ACCURATE LAW ENFOR	MAG571 - BLACK 30 RDS	\$450.00
5558	0	210002	12445	ACCURATE LAW ENFOR	T SAMPLES 2014 ALLOT	\$144.95
5574	0	209870	12445	ACCURATE LAW ENFOR	T SAMPLES 2014 ALLOT	\$161.97
1293427	0	210559	20861	ACE INDUSTRIAL SUPPL	MATERIALS	\$583.98
9021054201	0	210374	6479	AIRGAS MID SOUTH	CUT OFF WHEEL/SPARK LIGHTER	\$73.14
9020777885	0	210154	6479	AIRGAS MID SOUTH	WELDING RODS	\$36.55
R377207	0	210185	83	ALCO SERVICES	ANNUAL MONITORING @ GOLF COURSE (11/13 - 11/14)	\$275.00
101713	0	210042	5869	AMERICAN INSTITUTE O	MEMBERSHIP RENEWAL - B WALLACE	\$541.00
113548	0	209920	883	AMERICAN TIRE REPAIR	ENGINE 8 MOUNT & DISMOUNT	\$114.00
114832	0	210516	883	AMERICAN TIRE REPAIR	TIRE SERVICES	\$57.00
113542	0	209991	883	AMERICAN TIRE REPAIR	TRUCK 817 (ROTATE & BALANCE)	\$25.00
113655	0	210057	883	AMERICAN TIRE REPAIR	TRUCK 832 TIRES	\$724.00
114712	0	210058	883	AMERICAN TIRE REPAIR	TRUCK 837 MOUNT & DISMOUNT	\$100.00
22011	0	210407	246	ANIMAL CARE EQUIPMEN	CARRIERS	\$132.46
581-4919665	0	209905	156	ARAMARK UNIFORM SERV	MATS @ CITY HALL	\$228.56
581-4922761	0	210083	156	ARAMARK UNIFORM SERV	MATS @ CITY HALL	\$228.56
581-4926122	0	210194	156	ARAMARK UNIFORM SERV	MATS @ CITY HALL	\$228.56
581-491664	0	209931	156	ARAMARK UNIFORM SERV	MATS @ COURT	\$108.21
581-4922760	0	210097	156	ARAMARK UNIFORM SERV	MATS @ COURT	\$108.21
581-4926121	0	210432	156	ARAMARK UNIFORM SERV	MATS @ COURT	\$108.21

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
1414201310	0	210318	17546	ARISTA	WATER BILL POSTAGE	\$4,227.31
15711	0	210319	17546	ARISTA	WATER BILL PRINTING	\$1,477.86
253	0	210558	18967	ARROW DISPOSAL	GARBAGE COLLECTION	\$88,251.64
030047421013	0	210583	166	AT&T	PHONE SERVICE - SFD	\$111.14
030381481013	0	210220	166	AT&T	PHONE SERVICES - CITY HALL	\$418.49
393500561113	0	210571	13136	AT&T	PHONE SERVICES - PARKS	\$146.54
111013	0	210181	1167	AT&T MOBILITY	PHONE SERVICES - MAIN PAVILION	\$40.15
1797-1FY13	112395	209685	1167	AT&T MOBILITY	MIFI - SFD	\$56.46
9041-1FY14	112395	209688	1167	AT&T MOBILITY	PHONE SERVICE - B WALLACE	\$114.03
1819-1FY14	112395	209684	1167	AT&T MOBILITY	PHONE SERVICE - CAPT STEWART	\$114.03
3491-1FY14	112395	209689	1167	AT&T MOBILITY	PHONE SERVICE - IT DEPT	\$490.16
3067-1FY14	112395	209687	1167	AT&T MOBILITY	PHONE SERVICE - R TERRANCE	\$114.03
1427-1FY14	112395	209686	1167	AT&T MOBILITY	PHONE SERVICE - SPD	\$231.31
0413-1FY14	112395	209683	1167	AT&T MOBILITY	PHONE SERVICE - UTILITY DEPT	\$152.95
8869-1FY14	112422	209947	1167	AT&T MOBILITY	LIFT STATION DATA CARDS	\$90.50
3119-1FY14	0	210171	1145	ATMOS ENERGY	2101 COLONIAL HILLS - PERFORMING ARTS BLDG.	\$113.05
3253-1FY14	0	210172	1145	ATMOS ENERGY	2101 COLONIAL HILLS DR	\$34.01
6854-1FY14	0	210568	1145	ATMOS ENERGY	3278 MAY BLVD - PARKS	\$36.34
6196-1FY14	0	210566	1145	ATMOS ENERGY	5813 PEPPERCHASE - BLDG A	\$630.71
6445-1FY14	0	210567	1145	ATMOS ENERGY	5813 PEPPERCHASE - BLDG B	\$98.27
6721-1FY14	0	210563	1145	ATMOS ENERGY	5813 PEPPERCHASE DR. BLDG. C	\$43.86
8239-1FY14	0	210565	1145	ATMOS ENERGY	6070 SNOWDEN LN - PARKS	\$56.16

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
6619-1FY14	0	210222	1145	ATMOS ENERGY	6275 SNOWDEN LN - PARKS	\$26.10
4569-1FY14	0	210581	1145	ATMOS ENERGY	6450 GETWELL	\$128.55
3332-1FY14	0	210564	1145	ATMOS ENERGY	7360 HWY. 51 N - ARENA	\$231.63
2435-1FY14	0	210582	1145	ATMOS ENERGY	8400 GREENBROOK PKWY	\$17.74
3076-1FY14	0	210165	1145	ATMOS ENERGY	8925 SWINNEA RD	\$18.98
7730-1FY14	112396	209691	1145	ATMOS ENERGY	1320 BROOKHAVEN	\$17.74
3113-1FY14	112397	209690	1145	ATMOS ENERGY	385 STATELINE	\$67.20
4209-1FY14	112397	209692	1145	ATMOS ENERGY	8779 WHITWORTH	\$17.74
6337-1FY14	112397	209693	1145	ATMOS ENERGY	8779 WHITWORTH	\$30.28
9368-1FY14	112423	210052	1145	ATMOS ENERGY	1940 STATELINE RD W	\$93.10
2695-1FY14	112423	209951	1145	ATMOS ENERGY	7980 SWINNEA - FIRE	\$109.34
162348	0	210539	12588	AUTHORIZED EQUIPMENT	SHOP MATERIALS	\$266.35
0009481425	0	210418	3874	AUTO ZONE	BULBS - UNIT 2/4	\$17.98
BAB13-353	0	210023	5077	B.A. BALTON SIGN COM	REMOVE MAGWAVE ANTENNAS	\$350.00
59054	0	210159	19589	BAKER SERVICES	METER READING SEPT 2013	\$16,136.10
25020	43201	210212	3341	BANCORPSOUTH	RE: CITY OF SOUTHAVEN REF BD 2009 (#82-0052-01-7)	\$696,068.75
101713	0	209839	20845	BANKS ALBERT	CASH BOND REFUND	\$500.00
D1327210179	0	209913	985	BAPTIST HOSPITAL DES	E SAMMIS BLOOD WORK	\$949.00
862158-0	0	210162	4975	BAREFIELD & CO INC	OFFICE SUPPLIES (INVENTORY)	\$632.92
374-245655	0	209998	13650	BATTERIES PLUS	9V BATTERIES	\$9.90
374-245949	0	210215	13650	BATTERIES PLUS	BATTERY FOR SFD LAPTOP	\$79.95
374-245894	0	210104	13650	BATTERIES PLUS	MOTOROLA RADIO BATTERIES	\$233.94

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
102913	0	210446	8764	BEASLEY GARY	REF	\$690.00
9999	0	210545	7765	BEST TARPS	TARP FOR TRUCK	\$2,420.00
2002827	0	210436	17201	BEST-WADE PETROLEUM	FUEL FOR STATIONS 1, 2, 3.	\$1,369.00
2002828	0	210437	17201	BEST-WADE PETROLEUM	FUEL FOR STATIONS 1, 2, 3.	\$1,369.00
2002826	0	210433	17201	BEST-WADE PETROLEUM	FUEL FOR STATIONS 1, 2, 3.	\$1,373.00
2003014	0	209823	17201	BEST-WADE PETROLEUM	HYDRAULIC OIL (SHOP)	\$1,066.24
2003393	0	210551	17201	BEST-WADE PETROLEUM	OIL - INVENTORY	\$418.00
2003394	0	210550	17201	BEST-WADE PETROLEUM	OIL - INVENTORY	\$681.84
121391	0	210041	585	BETTER MARKETING KON	COPY PAPER - COURT	\$499.50
121553	0	210094	585	BETTER MARKETING KON	FILE FOLDERS (COURT)	\$179.50
15146	0	210365	407	BILL FOWLER'S BODYWO	3064 REPAIR REAR LEFT DOOR	\$771.10
2758	0	210129	20065	BLC OF MS LLC	1410 ASHLEY COVE (10/15)	\$84.00
2760	0	210387	20065	BLC OF MS LLC	1610 WILBOURNE (10/10)	\$252.00
2748	0	210143	20065	BLC OF MS LLC	1619 STATELINE RD (10/11)	\$124.00
2654	0	210139	20065	BLC OF MS LLC	2010 COLONIAL HILLS DR (10/3)	\$84.00
2746	0	210141	20065	BLC OF MS LLC	2306 NATCHEZ CV (10/10)	\$84.00
2757	0	210130	20065	BLC OF MS LLC	2645 MARKSTON CV (10/9)	\$124.00
2745	0	210140	20065	BLC OF MS LLC	2871 STATELINE RD (10/10)	\$176.00
2691	0	210123	20065	BLC OF MS LLC	2900 HUNTLEY CIR (10/4)	\$84.00
2747	0	210142	20065	BLC OF MS LLC	380 STATELINE RD (10/10)	\$88.00
2749	0	210144	20065	BLC OF MS LLC	395 PLUM POINT COVE (10/10)	\$84.00
2759	0	210128	20065	BLC OF MS LLC	4044 COURTYARD DR (10/15)	\$124.00

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
2756	0	210131	20065	BLC OF MS LLC	5647 KUYKENDALL DR (10/9)	\$84.00
2751	0	210136	20065	BLC OF MS LLC	718 CHARTER OAK DR (10/10)	\$84.00
2754	0	210133	20065	BLC OF MS LLC	8089 GETWELL (10/9)	\$124.00
2753	0	210134	20065	BLC OF MS LLC	8111 GETWELL RD (10/9)	\$124.00
2750	0	210137	20065	BLC OF MS LLC	8137 LONGBRANCH DR (10/10)	\$84.00
2752	0	210135	20065	BLC OF MS LLC	8159 GETWELL (10/9)	\$124.00
2755	0	210132	20065	BLC OF MS LLC	8295 BLUE RIDGE DR (10/9)	\$84.00
2651	0	210120	20065	BLC OF MS LLC	8530 HWY 301 (10/3)	\$84.00
2744	0	210124	20065	BLC OF MS LLC	8676 HWY 51 (10/10)	\$286.00
2650	0	210121	20065	BLC OF MS LLC	8925 BENT GRASS LOOP W (10/3)	\$84.00
2649	0	210138	20065	BLC OF MS LLC	9147 PREAKNESS DR (10/3)	\$84.00
2652	0	210122	20065	BLC OF MS LLC	9181 TRIPLE CROWN LOOP E (10/3)	\$84.00
2761	0	210389	20065	BLC OF MS LLC	HWY 51 PARCEL 2081120000000701 (10/17)	\$416.00
2765	0	210125	20065	BLC OF MS LLC	ISLANDS ON SOUTHCREST PKWY (10/8)	\$168.00
2763	0	210127	20065	BLC OF MS LLC	MDOT STATELINE/I55 (10/15 & 10/19)	\$1,328.00
2764	0	210126	20065	BLC OF MS LLC	MDOT STATELINE/NORTHWEST (10/15)	\$416.00
2762	0	210507	20065	BLC OF MS LLC	PROP. MAINT. AT TRAINING CTR.	\$925.00
2701	0	210388	20065	BLC OF MS LLC	RASCO RD PARCEL 1087260000000603 (10/3)	\$226.00
ME476918-01	0	210324	1091	BLUFF CITY ELECTRONI	SPECO DVR - CITY HALL	\$1,729.21
100313	0	210598	7627	BOUNDS, DEBBIE	PER DIEM - MADISON MS	\$82.00
102313	0	210167	20853	BOWEN ALVIN	CASH BOND REFUND	\$248.30
102913	0	210447	18755	BOYLAN JESSIE LEE	REF	\$720.00

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102313	0	210313	20851	BREWSTER CRYSTAL	SPORTS REFUND	\$55.00
5439048	0	210492	663	BULLFROG AMOCO	MATERIALS FOR EQUIPMENT	\$80.00
5441247	0	210524	663	BULLFROG AMOCO	MATERIALS FOR EQUIPMENT	\$80.00
093013	0	210440	15869	C E ROBERTSON CONSTR	SWINNEA ROAD @ HORN LAKE CREEK	\$19,380.00
721568	0	210320	669	CAMPER CITY USA INC	FRONT SEAT COVERS - TRUCK 800	\$352.03
1897-185215	0	209923	993	CARQUEST AUTO PARTS	ENGINE 2 RADIATOR HOSE	\$13.48
1897-185627	0	210270	993	CARQUEST AUTO PARTS	MATERIALS FOR SHOP	\$34.20
102913	0	210461	11133	CARSON ANITA	SOCCER REF	\$55.00
102913	0	210462	2574	CARSON, MICHAEL A	SOCCER REF	\$545.00
STMT635348	0	210333	14437	CB RICHARD ELLIS COR	COURT PARKING LEASE - NOV 2013	\$416.67
IN01172897	0	210509	19588	CCP INDUSTRIES INC	MATERIALS	\$239.51
GMO3180	0	210325	739	CDW GOVERNMENT INC	NETWORK CARDS FOR DISPATCH - SPD	\$37.95
GL95202	0	210326	739	CDW GOVERNMENT INC	NETWORK CARDS FOR DISPATCH - SPD	\$75.89
GP01645	0	210327	739	CDW GOVERNMENT INC	NETWORK STORAGE FOR IT	\$903.82
100413	111919	209667	4288	CELLULAR SOUTH	CELL SERVICE	\$7,051.12
32441	0	210268	16158	CENTRAL BATTERY	MATERIALS FOR SHOP	\$450.00
32453	0	210491	16158	CENTRAL BATTERY	SHOP MATERIALS	\$60.00
300091241113	0	210224	1234	CENTURYLINK	PHONE SERVICES - FIRE	\$94.65
3468-1FY14	112424	210060	1234	CENTURYLINK	PHONE SERVICES - PARKS	\$150.75
0022-1FY14	112425	210061	1234	CENTURYLINK	PHONE SERVICES - PARKS	\$1,083.77
1223-1FY14	112425	210054	1234	CENTURYLINK	PHONE SERVICES - POLICE	\$173.83
9507-1FY2014	112425	209943	1234	CENTURYLINK	PHONE SERVICES - PUBLIC WORKS	\$41.98

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5240-1FY14	112425	210067	1234	CENTURYLINK	PHONE SERVICES - PUBLIC WORKS	\$47.15
6133-1FY14	112425	210063	1234	CENTURYLINK	SNOWDEN AND SHOP	\$43.98
0373-1FY14	112425	210062	1234	CENTURYLINK	SNOWDEN HOUSE SENIOR SERVICES	\$171.16
102413	0	210615	5829	CHANDLER RICHARD	PER DIEM MTOA COMPETITION	\$164.00
188010	0	210522	4536	CHOICE AUTO PARTS	GRENADA MS MATERIALS FOR SHOP	\$200.00
12376	0	210346	19700	CHOICE TOWING	06 CROWN VIC (TOW FROM RANGE)	\$50.00
2159	0	210384	19433	CIVIL LINK	CARRIAGE HILLS GRAINAGE	\$1,830.00
2158	0	210385	19433	CIVIL LINK	COE FLOOD PROGRAM	\$3,393.00
2164	0	210396	19433	CIVIL LINK	COE MAPPING PROJECT	\$55,788.10
2162	0	210394	19433	CIVIL LINK	DCRUA SEWER METER MONITORING	\$2,837.12
2161	0	210393	19433	CIVIL LINK	GENERAL UTILITY RPR SERVICES	\$7,679.83
2160	0	210392	19433	CIVIL LINK	HWY 51/STARLANDING SERWER RELOCATE FOR MDOT	\$3,603.83
2163	0	210395	19433	CIVIL LINK	PLUM POINT SEWER PROJECT	\$1,115.40
2157	0	210386	19433	CIVIL LINK	STATELINE/TCHULAHOMA	\$2,423.72
2013-10-25-01/04	0	210400	18276	CLIFFORD T FREEMAN	(4) POLYGRAPH EXAMS	\$800.00
2013-10-16-01	0	210005	18276	CLIFFORD T FREEMAN	HOSTAGE NEGOTITAION CLASS	\$1,500.00
1038709607	0	209946	630	COCA-COLA ENTERPRISE	COKES	\$739.20
1048662701	0	210176	630	COCA-COLA ENTERPRISE	COKES FOR CONCESSIONS	\$422.40
617036021013	0	210323	2351	COMCAST	8779 WHITWORTH ST -UTILITIES	\$94.85
458907011113	0	210569	2351	COMCAST	INTERNET - PARKS	\$407.01
894491011113	0	210570	2351	COMCAST	INTERNET - UTILITIES	\$84.85
856867021113	112426	210065	2351	COMCAST	INTERNET - POLICE	\$126.16

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621122011113	112426	210064	2351	COMCAST	INTERNET - POLICE	\$241.49
910908011113	112426	210066	2351	COMCAST	INTERNET - UTILITIES	\$96.07
101413	111920	209668	20770	COMFORT SUITES	LODGING CONF #308500798 - HATTIESBURG, MS	\$252.00
202002	0	209909	543	COMSERV SERVICES	3000 - REMOVE EQUIPMENT	\$127.50
201600	0	209908	543	COMSERV SERVICES	3044 - EQUIPMENT ADDED TO UNIT	\$459.00
9361	0	210390	5606	CONTROLLED SYSTEM CO	STEWARTSHIRE LIFTSTATION REPAIR	\$569.00
1120378	0	210427	18474	CORDOVA CONCRETE	WATERMAIN RELOCATE @ SBEC	\$205.00
218848	0	210321	3554	CORNERSTONE LAB	LEGENDS LAGOON	\$75.00
219223	0	210056	3554	CORNERSTONE LAB	SEWAGE TESTING LAB FEES	\$75.00
219214	0	209980	3554	CORNERSTONE LAB	TRINITY LAKES WWTP	\$95.00
102913	0	210463	18126	CORREA JULIO	SOCCER REF	\$340.00
1001	0	210254	20852	COUGAR SERVICES LLC	BURNISH PADS/CLEANING PADS/STRIPPER	\$179.40
1002	0	210258	20852	COUGAR SERVICES LLC	SERVICE TO MINUTEMAN MODEL 20E	\$620.65
283635	0	209875	836	COUNTRY FORD INC	3004 HEADLIGHT BULB/CONNECTOR	\$75.75
283539	0	209927	836	COUNTRY FORD INC	RED BATTALION BATTERY & O/C	\$184.94
283489	0	210080	836	COUNTRY FORD INC	UNIT 1 COOLANT LEAK	\$1,660.73
283374	0	209960	836	COUNTRY FORD INC	UNIT 869 ELEMENT/GASKET	\$118.99
19012	0	209968	309	COWBOY CORNER INC	EMPLOYEE 811 BOOTS	\$100.00
102913	0	210464	3546	COX DAVID R JR	SOCCER REF	\$90.00
101513	0	210314	20850	COX STEPHANIE	TOURNAMENT REFUND	\$45.00
102913	0	210466	2577	COX, DAVID R	SOCCER REF	\$120.00
102913	0	210465	2576	COX, SILVIA SCARPA	SOCCER REF	\$120.00

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101813CS	0	210445	1339	CREDIT CARD CENTER	C SHLETON	\$2,071.43
101813SH	0	210577	1339	CREDIT CARD CENTER	S HEATH	\$4,151.29
102913	0	210448	2729	CURBOW JOSH	REF	\$60.00
628531	0	210098	402	CURRY JANITORIAL SER	NOV 2013 CLEAN FBI OFFICES	\$425.00
1379	0	210245	12576	D&J'S CLEANING SERVI	CLEANING AT PUBLIC WORKS	\$225.00
1382	0	210536	12576	D&J'S CLEANING SERVI	CLEANING AT PUBLIC WORKS	\$225.00
1378	0	210247	12576	D&J'S CLEANING SERVI	CLEANING AT SPAC	\$100.00
1381	0	210534	12576	D&J'S CLEANING SERVI	CLEANING AT SPAC	\$100.00
1384	0	210537	12576	D&J'S CLEANING SERVI	CLEANING AT SPAC	\$100.00
1377	0	210249	12576	D&J'S CLEANING SERVI	CLEANING AT SPAC	\$150.00
1380	0	210535	12576	D&J'S CLEANING SERVI	CLEANING AT SPAC	\$150.00
1383	0	210538	12576	D&J'S CLEANING SERVI	CLEANING AT SPAC	\$150.00
13-7584	0	210556	10376	DAKOTA CORP	ROOFING REPAIRS	\$425.00
520786	0	209833	20453	DAVIS INSTRUMENTS	WEATHER STATION REPAIR	\$82.00
082713	0	210405	1363	DAVIS W. E. "SLUGGO"	RECORD DOCUMENTS	\$24.00
26055	0	210425	11118	DEAF CONNECT OF THE	INTERPRETER - J PLUNKS COURT CASE	\$108.00
102913	0	210467	19358	DENTON KATELYN	SOCCER REF	\$40.00
102913	0	210585	633	DESOTO COUNTY CIRCUI	LIEN FILINGS FOR CONDEMNATION PROPERTIES	\$355.00
99731	0	210113	7507	DESOTO COUNTY ECONOM	INFRASTRUCTURE COMMITTEE LUNCHEON - R SMITH	\$12.00
101813	0	210074	4646	DESOTO COUNTY REGION	COLLECTED SEWER FEES - SEPT 2013	\$24,450.00
1124	0	210441	4646	DESOTO COUNTY REGION	NOV 2013 MTHLY PYMT	\$23,071.00
151804	0	209930	182	DESOTO FAMILY MEDICA	P MCDANIEL IMMUNIZATIONS	\$320.00

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152233	0	210090	182	DESOTO FAMILY MEDICA	R BARNETT (PHYSICAL FOR MEDIC SCHOOL)	\$551.00
153124	0	210580	182	DESOTO FAMILY MEDICA	R BARNETT EMT CLASS PHYSICAL	\$50.00
NOV2013	0	209899	6682	DESOTO FAMILY THEATR	MONTHLY CONTRIBUTION	\$4,166.67
300051209	0	209954	1185	DESOTO TIMES-TRIBUNE	NTB: ELECTRICAL CONTRACTOR	\$37.08
300051208	0	209952	1185	DESOTO TIMES-TRIBUNE	NTB: EMERGENCY GENERATOR	\$37.62
300052277	0	210603	1185	DESOTO TIMES-TRIBUNE	NTB: HURRICANE CREEK SEWER	\$64.44
300051937	0	210174	1185	DESOTO TIMES-TRIBUNE	PN: 2014 BUDGET	\$381.60
300051126	0	209950	1185	DESOTO TIMES-TRIBUNE	PN: BUDGET	\$42.40
300052037	0	210175	1185	DESOTO TIMES-TRIBUNE	STATELINE RD DRAINAGE IMPROVEMENTS	\$141.12
18285	0	210043	6113	DESOTO TITLE, LLC	GETWELL RD / MONAHAN PROPERTY	\$1,572.00
254053A	0	210518	2394	DIAMOND INTERNATIONAL	MATERIALS	\$247.85
252924A	0	210267	2394	DIAMOND INTERNATIONAL	MATERIALS FOR SHOP	\$12.46
102913	0	210468	19854	DICKERSON MATTHEW	SOCCER REF	\$30.00
21506897184	0	210260	16529	DIRECTV	ACCT 046471734 (3335 PINE TAR ALLEY)	\$101.64
102913	0	210469	11508	DOCKERY LAWRENCE	SOCCER REF	\$370.00
102913	0	210470	15547	DOCKERY PATRICK	SOCCER REF	\$220.00
102913	0	210471	20749	DONALDSON JORDAN	SOCCER REF	\$260.00
102913	0	210449	18061	DOVER LARRY	REF	\$660.00
601179	0	210116	13760	DRUMCO	BLUE SKY 30 GAL DRUMS	\$2,320.00
101713	112417	209800	17571	DUNCAN MELITTA	CLERKS TRAINING PROGRAM - OXFORD, MS	\$84.75
9002546096	0	210087	17049	DVM RESOURCES	MEDICAL SUPPLIES	\$269.91
102113	0	210112	991987	DYE LELAND & MARTHA	ELMORE RD LAND ACQUISITION	\$8,752.00

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408173	0	210216	17659	EEP	DOOR HANDLE U1	\$454.10
408237	0	210578	17659	EEP	HELMETS FOR INVESTIGATIONS (291/292)	\$274.48
408190	0	210217	17659	EEP	SPRING - U1 DOOR HANDLE	\$11.00
7746	0	210541	13181	ELDRIDGE SERVICES	HVAC SERVICES	\$95.00
101613	0	209997	19238	ELLIOTT SIDNEY	CERTIFICATION RENEWALS FOR W DEATON (BLDG DEPT)	\$155.00
101213	0	210621	15310	ELLIS JONATHAN	PER DIEM - EASTERN LAWFIT VIRGINIA BEACH	\$230.00
35007	0	210402	17650	ELMORE RD VETERINARY	VET SERVICES	\$1,060.65
408131	0	209876	20832	EMERGENCY EQUIPMENT	TNT TOOL FOR SWAT	\$180.00
APP4	0	210584	14324	ENSCORE, LLC.	HURRICANE CREEK	\$178,790.78
3780-1FY14	0	210234	966	ENTERGY	GOODMAN & I-55	\$176.59
1425-1FY14	0	210232	966	ENTERGY	GOODMAN AND AIRWAYS BLVD	\$98.05
0888-1FY14	0	210235	966	ENTERGY	GOODMAN RD AND SCREST	\$98.05
0398-1FY14	0	210238	966	ENTERGY	GREENBROOK PKWY RASCO	\$6.98
0182-1FY14	0	210227	966	ENTERGY	GREENBROOK PKWY ST. LGT.	\$14.55
9979-1FY14	0	210229	966	ENTERGY	ST LINE RD HAMILTON	\$63.13
2012-1FY14	0	210240	966	ENTERGY	STATELINE RD & I-55	\$150.37
5951-1FY14	0	210231	966	ENTERGY	STATELINE RD AIRWAYS	\$25.88
6616-1FY14	0	210230	966	ENTERGY	STATELINE RD MRKT DR	\$75.12
8587-1FY14	112398	209754	966	ENTERGY	3335 PINE TAR ALLEY	\$3,987.38
1415-1FY14	112398	209756	966	ENTERGY	3480 SUNSET LOOP	\$266.71
2873-1FY14	112398	209746	966	ENTERGY	6275 SNOWDEN LANE	\$247.38
9549-1FY14	112398	209741	966	ENTERGY	7535 TCHULAHOMA	\$6.58

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7354-1FY14	112398	209745	966	ENERGY	SWINNEA/GOODMAN	\$78.31
2006-1FY14	112399	209758	966	ENERGY	7505 STONEGATE	\$6.58
9473-1FY14	112399	209742	966	ENERGY	7525 TCHULAHOMA	\$6.58
9366-1FY14	112399	209743	966	ENERGY	7625 TCHULAHOMA	\$6.58
9614-1FY14	112399	209740	966	ENERGY	7645 TCHULAHOMA	\$6.58
9259-1FY14	112399	209744	966	ENERGY	7705 TCHULAHOMA	\$6.58
1200-1FY14	112399	209712	966	ENERGY	8185 GETWELL	\$6.58
8503-1FY14	112399	209766	966	ENERGY	8440 GREENBROOK PKWY	\$6.58
2922-1FY14	112399	209696	966	ENERGY	8779 WHITWORTH	\$6.58
2910-1FY14	112399	209769	966	ENERGY	8925 SWINNEA	\$6.58
5456-1FY14	112399	209763	966	ENERGY	SOUTHAVEN ELEMENTARY	\$4.05
2907-1FY14	112400	209699	966	ENERGY	1334 GOODMAN RD	\$10.89
4865-1FY14	112400	209710	966	ENERGY	3566 NAIL RD	\$10.44
0321-1FY14	112400	209773	966	ENERGY	367 RASCO RD W	\$6.71
8438-1FY14	112400	209753	966	ENERGY	5240 GETWELL WATER TOWER	\$7.74
5665-1FY14	112400	209705	966	ENERGY	6845 MCCAIN DR	\$10.50
9648-1FY14	112400	209739	966	ENERGY	7665 TCHULAHOMA	\$6.58
1180-1FY14	112400	209694	966	ENERGY	7696 AIRWAYS	\$11.13
9663-1FY14	112400	209738	966	ENERGY	7735 TCHULAHOMA	\$10.44
3351-1FY14	112400	209770	966	ENERGY	8925 SWINNEA	\$7.17
4756-1FY14	112400	209735	966	ENERGY	SOUTH CIRCLE NORTHFIELD	\$6.98
2782-1FY14	112401	209767	966	ENERGY	1433 STATELINE RD E	\$11.49

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2941-1FY14	112401	209714	966	ENTERGY	5140 TCHULAHOMA	\$16.27
0194-1FY14	112401	209759	966	ENTERGY	6305 SNOWDEN LANE	\$13.92
9269-1FY14	112401	209711	966	ENTERGY	7111 TCHULAHOMA SIREN	\$18.49
1937-1FY14	112401	209695	966	ENTERGY	8440 GREENBROOK PKWY	\$11.23
7497-1FY14	112401	209772	966	ENTERGY	951 RASCO	\$20.00
6056-1FY14	112401	209794	966	ENTERGY	HAMILTON	\$20.45
1461-1FY14	112401	209702	966	ENTERGY	HUNTERS GLEN - KINGS CASTLE LIFT STATION	\$13.36
7528-1FY14	112401	209761	966	ENTERGY	STATELINE/GETWELL	\$19.40
4749-1FY14	112401	209715	966	ENTERGY	SWEET FLAG LOOP (STREET LIGHTS)	\$18.24
5897-1FY14	112402	209771	966	ENTERGY	295 STATELINE RD E	\$24.07
6408-1FY14	112402	209749	966	ENTERGY	3025 CARNIVAL LANE	\$34.56
3329-1FY14	112402	209764	966	ENTERGY	3278 MAY BLVD	\$34.23
7216-1FY14	112402	209723	966	ENTERGY	5577 GETWELL	\$32.24
7232-1FY14	112402	209736	966	ENTERGY	6006 GETWELL	\$21.86
5635-1FY14	112402	209775	966	ENTERGY	7360 HWY 51 N	\$26.52
3295-1FY14	112402	209706	966	ENTERGY	8507 IVERNESS DR	\$23.63
4040-1FY14	112402	209780	966	ENTERGY	8683 AIRWAYS	\$27.35
6416-1FY14	112402	209779	966	ENTERGY	8720 NORTHWEST DR	\$32.01
4584-1FY14	112402	209783	966	ENTERGY	HAMILTON/STATELINE RD	\$28.86
2453-1FY14	112403	209716	966	ENTERGY	6205 GETWELL	\$47.29
5247-1FY14	112403	209751	966	ENTERGY	6208 SNOWDEN LANE	\$53.22
5784-1FY14	112403	209791	966	ENTERGY	7532 SOUTHCREST PKWY	\$43.19

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5719-1FY14	112403	209792	966	ENTERGY	7655 AIRWAYS	\$53.22
5074-1FY14	112403	209790	966	ENTERGY	805 RASCO RD	\$40.65
5484-1FY14	112403	209786	966	ENTERGY	8935 COMMERCE DR	\$53.57
0885-1FY14	112403	209725	966	ENTERGY	AIRWAYS/RASCO (TRAFFIC LIGHTS)	\$35.45
4624-1FY14	112403	209719	966	ENTERGY	CHERRY VALLEY FLOOD LIGHTS	\$36.31
3968-1FY14	112403	209721	966	ENTERGY	CHURCH/GETWELL (TRAFFIC LIGHTS)	\$40.80
5787-1FY14	112403	209701	966	ENTERGY	HUDGINS RD	\$49.94
1573-1FY14	112404	209777	966	ENTERGY	8710 NORTHWEST DR	\$58.00
0586-1FY14	112404	209776	966	ENTERGY	8889 NORTHWEST DR	\$75.38
6884-1FY14	112404	209727	966	ENTERGY	CHAPARRAL LANE PARK	\$59.14
3240-1FY14	112404	209720	966	ENTERGY	CHURCH/I-55 (TRAFFIC LIGHTS)	\$61.61
1998-1FY14	112404	209729	966	ENTERGY	MS VALLEY BLVD (TRAFFIC LIGHTS)	\$63.13
2038-1FY14	112404	209732	966	ENTERGY	RASCO/HWY 51 (TRAFFIC LIGHTS)	\$60.44
1964-1FY14	112404	209731	966	ENTERGY	STATELINE/HWY 51 (TRAFFIC LIGHTS)	\$76.23
1972-1FY14	112404	209730	966	ENTERGY	STATELINE/I-55 (TRAFFIC LIGHTS)	\$58.72
6418-1FY14	112404	209765	966	ENTERGY	STATELINE/NORTHWEST DR (TRAFFIC LIGHTS)	\$75.12
3359-1FY14	112404	209718	966	ENTERGY	WHITWORTH/STATELINE (TRAFFIC LIGHTS)	\$76.23
7588-1FY14	112405	209788	966	ENTERGY	365 RASCO (SOCCER FIELD)	\$101.31
2230-1FY14	112405	209734	966	ENTERGY	453 AIRPORT INDUSTRIAL DR	\$100.45
6702-1FY14	112405	209703	966	ENTERGY	6854 TCHULAHOMA	\$121.41
0785-1FY14	112405	209707	966	ENTERGY	8157A PARK PIKE	\$99.66
2335-1FY14	112405	209697	966	ENTERGY	8182 GETWELL RD N LIFT STATION	\$82.02

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8989-1FY14	112405	209784	966	ENTERGY	8400 GREENBROOK PKWY	\$105.56
9706-1FY14	112405	209789	966	ENTERGY	8900 GREENBROOK PKWY	\$80.74
1956-1FY14	112405	209774	966	ENTERGY	BROOKHAVEN/HWY 51 (TRAFFIC LIGHTS)	\$78.31
5019-1FY14	112405	209728	966	ENTERGY	MILLBRANCH/STATELINE (TRAFFIC LIGHTS)	\$89.31
8617-1FY14	112405	209726	966	ENTERGY	SNOWDEN PARK	\$125.84
2212-1FY14	112406	209757	966	ENTERGY	3278 MAY BLVD	\$373.07
4311-1FY14	112406	209747	966	ENTERGY	6208A SNOWDEN LANE	\$255.03
9355-1FY14	112406	209755	966	ENTERGY	6277A SNOWDEN LANE	\$149.76
5255-1FY14	112406	209760	966	ENTERGY	6277B SNOWDEN LANE	\$169.83
8186-1FY14	112406	209704	966	ENTERGY	6674 GETWELL	\$308.26
2346-1FY14	112406	209793	966	ENTERGY	8355 AIRWAYS	\$243.97
8049-1FY14	112406	209782	966	ENTERGY	8770 NORTHWEST DR	\$171.55
2441-1FY14	112406	209768	966	ENTERGY	8925 SWINNEA	\$328.62
4020-1FY14	112406	209724	966	ENTERGY	GETWELL/MAY BLVD	\$216.39
4967-1FY14	112406	209717	966	ENTERGY	STREET LIGHTS CITY MAINTENANCE	\$370.82
9076-1FY14	112407	209708	966	ENTERGY	3088 NAIL RD (WELL)	\$1,809.14
4642-1FY14	112407	209709	966	ENTERGY	3376 NAIL RD	\$3,915.00
4952-1FY14	112407	209722	966	ENTERGY	6050 ELMORE	\$1,146.20
2766-1FY14	112407	209713	966	ENTERGY	6070 SNOWDEN	\$420.48
7304-1FY14	112407	209762	966	ENTERGY	6205 SNOWDEN LANE	\$514.07
1074-1FY14	112407	209748	966	ENTERGY	6450 GETWELL	\$1,136.29
1667-1FY14	112407	209785	966	ENTERGY	7980 SWINNEA (SFD)	\$1,499.63

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3837-1FY14	112407	209778	966	ENTERGY	8691 NORTHWEST DR	\$3,115.87
4111-1FY14	112407	209781	966	ENTERGY	8889 NORTHWEST DR	\$1,296.76
4049-1FY14	112407	209737	966	ENTERGY	SNOWDEN BALLFIELD RD	\$2,469.18
2007-1FY14	112408	209787	966	ENTERGY	385 STATELINE #41-0848 RD W	\$8,538.63
3459-1FY14	112408	209700	966	ENTERGY	5850 GETWELL	\$4,598.01
0588-1FY14	112408	209698	966	ENTERGY	7525 GREENBROOK PKWY	\$7,840.12
1992-1FY14	112408	209733	966	ENTERGY	8700 NORTHWEST DRIVE	\$5,564.85
6199-1FY14	112408	209750	966	ENTERGY	STREET LIGHTS	\$55,262.85
6523-1FY14	112427	210037	966	ENTERGY	1200 BROOKHAVEN DR	\$6.58
7166-1FY14	112427	210047	966	ENTERGY	1281 BROOKHAVEN DR	\$12.84
4495-1FY14	112427	209969	966	ENTERGY	3005 STANTON RD S	\$19.56
1416-1FY14	112427	209956	966	ENTERGY	4005 STATELINE RD	\$24.76
2636-1FY14	112427	209959	966	ENTERGY	4085 STATELINE RD	\$16.73
7185-1FY14	112427	210036	966	ENTERGY	8191 TULANE RANGE	\$7.17
9508-1FY14	112427	210045	966	ENTERGY	8989 STANTON RD	\$8.44
6114-1FY14	112427	209972	966	ENTERGY	984 STATELINE RD W	\$23.85
9965-1FY14	112427	209961	966	ENTERGY	ESTATES OF NORTHCREEK LIGHTING	\$11.97
4634-1FY14	112427	210032	966	ENTERGY	NORTHWEST DR & STATE LINE RD	\$24.76
6929-1FY14	112428	209971	966	ENTERGY	1978 STATELINE RD	\$228.13
0359-1FY14	112428	210028	966	ENTERGY	2101 COLONIAL HILLS DR	\$105.65
6454-1FY14	112428	210048	966	ENTERGY	4700 STATELINE RD	\$47.04
8419-1FY14	112428	210007	966	ENTERGY	7505 CHERRY VALLEY BLVD	\$114.73

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4445-1FY14	112428	209974	966	ENTERGY	8777 WHITWORTH ST	\$65.21
9003-1FY14	112428	210008	966	ENTERGY	HIGHWAY 51 & DORCHESTER	\$35.77
4293-1FY14	112428	209990	966	ENTERGY	HIGHWAY 51 AND CUSTER	\$75.12
1980-1FY14	112428	209985	966	ENTERGY	HIGHWAY 51 GOODMAN RD	\$143.83
5326-1FY14	112428	210030	966	ENTERGY	STATE LINE RD & I-55 INTERSECTION	\$45.26
5233-1FY14	112428	210034	966	ENTERGY	TOWN & COUNTRY DR	\$85.13
9596-1FY14	112429	209967	966	ENTERGY	1940 STATELINE RD	\$1,700.73
0284-1FY14	112429	209981	966	ENTERGY	2101 COLONIAL HILLS DR	\$2,918.88
8229-1FY14	112429	209953	966	ENTERGY	4700 STATELINE RD	\$1,454.64
1535-1FY14	112429	210035	966	ENTERGY	7360 US HIGHWAY 51 N	\$5,914.51
9250-1FY14	112429	210025	966	ENTERGY	7505 CHERRY VALLEY BLVD	\$1,191.23
3999-1FY14	112429	209976	966	ENTERGY	8191 TULANE RD	\$237.41
1178-1FY14	112429	209964	966	ENTERGY	8554 NORTHWEST DR	\$5,015.50
3136-1FY14	112429	210039	966	ENTERGY	8779 WHITWORTH ST	\$7,579.84
4691-1FY14	112429	209978	966	ENTERGY	8945 TULANE RD	\$344.55
101813	0	209842	20848	ESTRADA JOSEPH MICHA	CASH BOND REFUND	\$267.00
STMT80730	0	210200	4781	FAMILY MEDICAL CLINI	EMPLOYMENT SCREENINGS	\$275.00
000195733	0	210376	676	FARRELL CALHOUN INC	PAINT SPRAYER SPRINGS	\$339.00
195733	0	209933	676	FARRELL CALHOUN INC	SPRINGS TO REBUILD SPRAYER	\$339.00
MSSOU32953	0	210199	6590	FASTENAL	DRILL BITS & SCREWS	\$14.39
MSSOU32308	0	210153	6590	FASTENAL	TOOLS	\$198.17
102413	0	210611	19126	FENNELL ALEX	PER DIEM MTOA COMPETITION GRENADA MS	\$164.00

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101713	0	209853	19126	FENNELL ALEX	REIMBURSE CLOTHING 2014 ALLOT	\$67.50
E0269	0	210443	4545	FIRST CHOICE CATERIN	HALLOWEEN LUNCHEON	\$2,750.00
24980	43198	209797	2241	FIRST SECURITY BANK	G/O BONDS SERIES 2012 ISSUE #552.	\$299,107.50
102413	0	210610	17353	FOX JUSTIN	PER DIEM MTOA COMPETITION GRENADA MS	\$164.00
RI101712161	0	210290	12584	FP MAILING SOLUTIONS	POSTAGE	\$479.40
NP39384739	0	209857	6919	FUELMAN	FUEL - SPD	\$7,369.03
NP39433205	0	210349	6919	FUELMAN	FUEL - SPD	\$7,792.13
NP39433229	0	210239	6919	FUELMAN	FUEL CARDS - SFD	\$32.97
NP39340307	0	209922	6919	FUELMAN	FUEL CARDS - SFD	\$193.86
NP39384763	0	210079	6919	FUELMAN	FUEL CARDS - SFD	\$246.15
109441	0	210233	650	G & W DIESEL SERVICE	REPAIRS TO HOLMATRO TOOL	\$190.00
109481	0	210579	650	G & W DIESEL SERVICE	REPAIRS TO SCBA CYLINDERS	\$216.08
102913	0	210472	20728	GAGNE ALEXANDER	SOCCER REF	\$60.00
102913	0	210473	16421	GAGNE ASHER	SOCCER REF	\$20.00
BC0031818	0	210410	177	GALL'S INC	CROSSING GUARD VESTS	\$211.45
BC0030924	0	210348	177	GALL'S INC	K WARE 2014 ALLOT	\$164.24
102913	0	210474	18075	GARCIA ARIANNA	SOCCER REF	\$160.00
102113	0	210110	20642	GARNER RAYMOND	ELMORE RD LAND ACQUISITION	\$20,000.00
I102073262	0	210282	494	GATEWAY TIRE & SERVI	O/C 2013 FORD FOCUS	\$34.95
I10266360	0	210262	494	GATEWAY TIRE & SERVI	TIRE FOR MOWER TRAILER	\$100.45
102513	0	210606	1449	GENTRY JAMES S	PER DIEM - MFIA VICKSBURG MS	\$164.00
102413	0	210609	15398	GIFFORD BLAKE	PER DIEM - MTOA COMPETITION GRENADA MS	\$164.00

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901870628	0	209873	19912	GOODYEAR TIRE	TIRES (SHOP)	\$561.56
901870407	0	209874	19912	GOODYEAR TIRE	TIRES (SHOP)	\$906.08
901870255	0	210546	201	GOODYEAR WHOLESALE T	MATERIALS FOR SHOP	\$264.48
9261989082	0	210031	457	GRAINGER	DRUM CRADLES FOR FOAM	\$286.60
9272487324	0	210310	457	GRAINGER	SOLENOIDS FOR WATER PLANTS	\$661.74
117398032	0	210414	216	GRASSLAND IRRIGATION	COLLEGE RD SEWER MAIN INSTALL	\$1,215.00
117398055	0	210179	216	GRASSLAND IRRIGATION	REPAIRS @ CHERRY VALLEY	\$113.75
117398054	0	210178	216	GRASSLAND IRRIGATION	REPAIRS @ GOLF COURSE	\$388.00
117398056	0	210182	216	GRASSLAND IRRIGATION	REPAIRS @ SNOWDEN GROVE	\$625.00
61	0	210557	10622	GREEN KING SPRAY SER	CITY PROP. MAINT. & LAWN CARE	\$24,500.00
101813	0	210076	20465	GRIFFIN RAVONDA L	SPECIAL PROSECUTOR 10/16 & 10/18	\$400.00
101113	0	209898	20465	GRIFFIN RAVONDA L	SPECIAL PROSECUTOR 10/9 & 10/11	\$400.00
62265	0	210255	297	GRIFFITH TOWING LLC	TOWING SERVICES FOR PUBLIC WORKS	\$200.00
62587	0	210508	12921	H & H FILTERS MFG	BOX PLEAT FILTER	\$30.00
102913	0	210487	14331	HALL ROBERT	SOFTBALL	\$390.00
OCT2013	0	209948	19759	HAMBLIN ANN	CELL PHONE REIMBURSEMENT	\$25.00
102913	0	210452	13307	HAMILTON, MARTIN	REF	\$360.00
102913	0	210451	6776	HAMM SAMUEL	REF	\$360.00
33422	0	210593	18529	HAMPTON INN OXFORD	LODGING - DUNCAN/MULLEN/MCREE	\$576.00
25037	43203	210562	13790	HANCOCK BANK	RE: G/O REFUNDING BONDS SERIES 2010 (SOUTHCT1110)	\$244,982.50
310240891	0	210370	3538	HARDIN'S SYSCO	FOOD FOR CONCESSIONS	\$701.54
310100985	0	209944	3538	HARDIN'S SYSCO	FOOD FOR CONCESSIONS	\$1,937.26

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100313	0	210599	10982	HAVENS RENEE	PER DIEM - MADISON MS	\$82.00
B634581	0	210160	11578	HD SUPPLY WATERWORK	TRINITY WWP	\$44.04
101413	112394	209752	1230	HEATH, SHEILA	MAGPPA - BILOXI, MS	\$452.00
102113	0	210111	20835	HERITAGE CHRISTIAN L	ELMORE RD LAND ACQUISITION	\$661.00
49185	0	210105	224	HERNANDO EQUIPMENT	FUEL CAP / FUEL LINE FOR POLE SAW	\$11.59
49224	0	210106	224	HERNANDO EQUIPMENT	MATERIALS FOR STREET REPAIRS	\$428.85
457	0	209847	14106	HERO GEAR	A RUSHING 2014 ALLOT	\$179.00
465	0	209914	14106	HERO GEAR	G STACKS 2014 ALLOT	\$285.00
482	0	210363	14106	HERO GEAR	K9 CARRIER	\$199.00
446	0	209915	14106	HERO GEAR	N YORK 2014 ALLOT	\$238.00
471	0	210368	14106	HERO GEAR	SWAT	\$1,435.00
102913	0	210475	20725	HILL MASON	SOCCER REF	\$25.00
220870607	0	210406	12713	HILL'S PET NUTRITION	FEED	\$166.07
220843239	0	210088	12713	HILL'S PET NUTRITION	FEED	\$173.13
220817641	0	210089	12713	HILL'S PET NUTRITION	FEED	\$178.15
7950-51-55	0	210198	13714	HOLIDAY INN	LODGING MS STATE VET STUDENTS	\$306.90
102513	0	210151	10297	HOLLAND JAMES	SPECIAL PROSECUTOR 10/25 (1/2 DAY)	\$200.00
312036	0	210337	189	HOMER SKELTON FORD	2253 TRANSMISSION ASSY	\$550.00
311267	0	210038	189	HOMER SKELTON FORD	U1 A/C OVERHAUL	\$2,336.68
311378	0	210033	189	HOMER SKELTON FORD	U2 HEATER CORE	\$998.88
102113	0	210186	2848	HORN LAKE CREEK BASI	EXTENSION OF INTERCEPTOR SEWER	\$12,341.91
102113B	0	210189	2848	HORN LAKE CREEK BASI	SEWER SERVICES	\$105,371.44

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102913	0	210476	10115	HOUQUE ALEX LANDEN	SOCCER REF	\$125.00
ME601133MR	0	210050	989	ICM OF MEMPHIS	SURVEY GRADE ROD/PROBE RODS/ADJUSTABLE GPS ROD	\$513.00
126015	0	210206	1146	IDEAL CHEMICAL	(PER BID CONTRACT) CHLORINE	\$592.00
126019	0	210208	1146	IDEAL CHEMICAL	(PER BID CONTRACT) CHLORINE	\$592.00
126017	0	210210	1146	IDEAL CHEMICAL	(PER BID CONTRACT) CHLORINE	\$592.00
126016	0	210209	1146	IDEAL CHEMICAL	(PER BID CONTRACT) FLUORIDE	\$423.50
126018	0	210205	1146	IDEAL CHEMICAL	(PER BID CONTRACT) FLUORIDE/LIME	\$811.00
126014	0	210207	1146	IDEAL CHEMICAL	(PER BID CONTRACT) FLUORIDE/LIME	\$811.00
126020	0	210211	1146	IDEAL CHEMICAL	(PER BID CONTRACT) FLUORIDE/LIME	\$1,022.75
126791	0	210412	1146	IDEAL CHEMICAL	CHLORINE FOR WHITWORTH WTP	\$592.00
102949	0	209859	949	INTEGRATED COMMUNICA	PROGRAMMING (4) PORTABLE RADIOS	\$60.00
SBESHEARS14	0	210201	6012	INTERNATIONAL COUNCI	ICSC MEMBERSHIP - S BESHEARS	\$100.00
50027174	0	210164	20490	INTERSTATE BATTERY S	V51R-6 FOR EQUIPMENT REPAIR	\$65.00
INV28694	0	210312	4494	J R STEWART	BASIN EXTENSIONS	\$660.00
INV28641	0	209984	4494	J R STEWART	SEWER PUMP & EXTENSION FOR PIT	\$1,677.00
102913	0	210450	13175	JAKE JACOBSON	REF	\$250.00
102113	112418	209798	17293	JAMES EDWARD T	M.A.C.E. CONFERENCE IN BRANDON, MS	\$118.16
144	0	210285	7622	JBH SPORTS PRODUCTIO	OCT 2013 CONTRACT LABOR	\$8,881.25
S4050111-1	0	210192	826	JERRY PATE TURF & IR	LAPPING COMPOUND	\$101.98
I4031363	0	210375	826	JERRY PATE TURF & IR	LAPPING COMPOUND	\$101.98
I1675657A	0	210411	826	JERRY PATE TURF & IR	ORIGINAL INV WAS SHORT PAID	\$326.01
102113	0	210271	4489	JOHNSON CINDY	AEROBICS INSTRUCTOR	\$315.00

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101413	0	210272	4489	JOHNSON CINDY	AEROBICS INSTRUCTOR	\$405.00
102913	0	210477	10117	JOHNSON KEITH JR.	SOCCER REF	\$245.00
102913	0	210478	16995	JOHNSON KEVIN	SOCCER REF	\$270.00
102413	0	210617	10869	JONES JORDAN	PER DIEM / LODGING MTOA COMPETITION GRENADA MS	\$182.00
S2536042.001	0	210380	2768	KEELING IRRIGATION	POP UP ULTRA FOR IRRIGATION	\$327.54
4853770-1113	0	209829	17796	KEITH S. COLLINS	HOMEOWNER ASSOCIATION FEE (3770 CHANCEY CV LOT 4)	\$261.65
4853784-1113	0	209830	17796	KEITH S. COLLINS	HOMEOWNER ASSOCIATION FEE (3784 CHANCEY CV LOT 5)	\$508.61
100313	112430	210146	20857	KELLEY DANIEL	MMCCA TRAINING - PEARL, MS	\$226.00
102913	0	210338	5929	KIMBELL MISHA	REIMBURSE 2014 CLOTHING ALLOT	\$91.10
102913	0	210479	18073	KLINCK ANDREW	SOCCER REF	\$140.00
102913	0	210480	15544	KLINCK MATTHEW	SOCCER REF	\$280.00
102913	0	210481	15545	KLINCK ZACHARY A	SOCCER REF	\$340.00
102513	0	210573	20856	LA QUINTA INN	CONF#180125 - LODGING ROSENBERG	\$199.12
156860	0	210223	6706	LANDERS DODGE	201 CHARGER - FULL SERVICE REPAIRS	\$1,121.35
231619	0	209963	6706	LANDERS DODGE	TRUCK 816 WHEEL STUDS	\$126.11
3245030	0	210010	2564	LANGUAGE LINE SERVIC	INTERPRETER BY PHONE	\$14.53
22018	0	210102	759	LEHMAN ROBERTS CO	PATCHING	\$109.76
21919	0	210071	759	LEHMAN ROBERTS CO	PATCHING	\$114.24
21795	0	210015	759	LEHMAN ROBERTS CO	PATCHING	\$119.84
22232	0	210595	759	LEHMAN ROBERTS CO	PATCHING	\$212.80
22257	0	210594	759	LEHMAN ROBERTS CO	PATCHING	\$216.72
21940	0	210072	759	LEHMAN ROBERTS CO	PATCHING	\$218.96

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21981	0	210103	759	LEHMAN ROBERTS CO	PATCHING	\$218.96
22057	0	210257	759	LEHMAN ROBERTS CO	PATCHING	\$233.52
22203	0	210596	759	LEHMAN ROBERTS CO	PATCHING	\$261.52
21763	0	209958	759	LEHMAN ROBERTS CO	PATCHING	\$357.84
20279	0	210070	759	LEHMAN ROBERTS CO	PATCHING	\$461.44
22164	0	210597	759	LEHMAN ROBERTS CO	PATCHING	\$684.32
31438091	0	210439	11401	LIGHT BULB DEPOT, LL	REPLACE LIGHT BULBS FOR SOUTHERN LIGHTS	\$2,677.00
976477	0	210664	5044	LOWE'S HOME CENTERS,	AC UNIT - UTILITY DEPT (COLLEGE RD WTP)	\$547.12
914547A	0	210659	5044	LOWE'S HOME CENTERS,	COMMAND TRAILER - SFD	\$2.93
914233	0	210657	5044	LOWE'S HOME CENTERS,	COMMAND TRAILER - SFD	\$4.10
914012A	0	210641	5044	LOWE'S HOME CENTERS,	COMMAND TRAILER - SFD	\$6.52
902900	0	210662	5044	LOWE'S HOME CENTERS,	COMMAND TRAILER - SFD	\$9.55
914002A	0	210656	5044	LOWE'S HOME CENTERS,	COMMAND TRAILER - SFD	\$9.84
909793	0	210661	5044	LOWE'S HOME CENTERS,	COMMAND TRAILER - SFD	\$9.90
901915	0	210640	5044	LOWE'S HOME CENTERS,	COMMAND TRAILER - SFD	\$100.23
917541	0	210663	5044	LOWE'S HOME CENTERS,	CREDIT - SFD	\$-158.20
902991	0	210651	5044	LOWE'S HOME CENTERS,	EVIDENCE ROOM - SPD	\$36.13
902602	0	210660	5044	LOWE'S HOME CENTERS,	EXTENSION CORD - SFD	\$9.47
909627	0	210642	5044	LOWE'S HOME CENTERS,	GLASS FOR POPCORN MACHINE - PARKS	\$36.85
927194	0	210637	5044	LOWE'S HOME CENTERS,	KEY LATCHES - SFD	\$8.42
902831	0	210649	5044	LOWE'S HOME CENTERS,	MATERIALS - PARKS	\$284.05
911868	0	210655	5044	LOWE'S HOME CENTERS,	MATERIALS - SFD STATIONS 1/3	\$9.55

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902233	0	210638	5044	LOWE'S HOME CENTERS,	MATERIALS - UTILITY DEPT	\$102.96
902133A	0	210646	5044	LOWE'S HOME CENTERS,	MATERIALS - UTILITY DEPT	\$180.66
902688A	0	210648	5044	LOWE'S HOME CENTERS,	MATERIALS - UTILITY DEPT	\$423.50
902195	0	210647	5044	LOWE'S HOME CENTERS,	MATERIALS - UTILITY DEPT	\$600.19
914273A	0	210654	5044	LOWE'S HOME CENTERS,	SARGENT KEY - PARKS	\$7.12
902947	0	210645	5044	LOWE'S HOME CENTERS,	SHELVING - EVIDENCE ROOM - SPD	\$226.57
910485	0	210639	5044	LOWE'S HOME CENTERS,	SHOP TOWELS - SFD	\$53.06
927920	0	210643	5044	LOWE'S HOME CENTERS,	SOUTHERN LIGHTS	\$127.00
911940	0	210650	5044	LOWE'S HOME CENTERS,	STATION 4	\$17.70
914675	0	210658	5044	LOWE'S HOME CENTERS,	SUPPLIES - SFD	\$5.93
910753	0	210652	5044	LOWE'S HOME CENTERS,	UTILITY CORDS - PARKS	\$123.44
909273	0	210644	5044	LOWE'S HOME CENTERS,	VACCUM/SAFE - SFD	\$444.60
912735	0	210653	5044	LOWE'S HOME CENTERS,	WATER COOLER ENGINE 4 - SFD	\$28.46
127730	0	210434	179	M C HERRINGTON DISTR	FUEL FOR PEPPER CHASE AND MAY	\$5,893.58
127731	0	210435	179	M C HERRINGTON DISTR	FUEL FOR PEPPER CHASE AND MAY	\$6,020.00
54196	0	210560	20860	MACHINE WORKS, INC	REPAIR ON EXERASE EQUIPMENT	\$175.00
APP1	0	209832	5479	MADDEN PHILLIPS CONS	STATELINE/TCHULAHOMA ROAD IMPROVEMENTS	\$38,327.28
10931	0	210398	14117	MADISON SIGNS	B/C - R TARRANCE	\$45.00
10897	0	210158	14117	MADISON SIGNS	MITTIMUS FORMS (COURT)	\$130.00
10927	0	210602	14117	MADISON SIGNS	PROSECUTORS MANUALS	\$75.00
10911	0	210044	14117	MADISON SIGNS	TRAFFIC TKT FILE JACKETS (COURT)	\$294.00
10012	0	210383	17210	MAIN STREET AUTOMOTI	FAN RELAY/BRAKES - TRUCK 830	\$446.21

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10005	0	210391	17210	MAIN STREET AUTOMOTI	REPLACE ENGINE MOUNTS - TRUCK 816	\$529.11
186771	0	210180	308	MAINTENANCE SUPPLY	SHOP SUPPLIES	\$1,446.61
186627	0	209940	308	MAINTENANCE SUPPLY	SUPPLIES TO REPAIR EQUIPMENT	\$507.64
102913	0	210482	20726	MALONE AUSTIN	SOCCER REF	\$60.00
102113	0	210202	1051	MALONE TERRY	ORIGINAL CK WAS LOST - THIS IS TO REPLACE THAT CK	\$1,461.00
734	0	210542	1320	MARTIN MACHINE WORKS	MATERIALS FOR STREETS	\$150.00
101013	0	209941	13370	MARY J. CAIN	LINE DANCE INSTRUCTOR	\$120.00
13544	0	210533	232	MATHESON & ASSOC LLC	ALARM SERVICES	\$95.00
13481	0	210605	232	MATHESON & ASSOC LLC	ALARM SERVICES @ ARENA	\$635.00
13519	0	210244	232	MATHESON & ASSOC LLC	ALARM SERVICES AT LIBRARY	\$635.00
13506	0	210261	232	MATHESON & ASSOC LLC	ALARM SERVICES AT SPAC	\$875.00
9029848	0	210100	882	MATHIS TIRE & AUTO	O/C #291	\$58.18
51414120	0	210332	1092	MATTHEW BENDER & CO.	MS CODE COURT RULES ANNO 2013	\$54.93
51346753	0	210416	1092	MATTHEW BENDER & CO.	MS CRIM & TRAF LAWS	\$66.08
100913	0	209939	16884	MCARTHUR MARGARET	ART INSTRUCTOR	\$105.00
101613	0	210275	16884	MCARTHUR MARGARET	ART INSTRUCTOR	\$105.00
102913	0	210483	20747	MCLENDON LARRY	SOCCER REF	\$330.00
101713	0	209840	20846	MCKINNEY RAYMOND CHA	CASH BOND REFUND	\$990.00
102413	0	210195	18140	MCLENNAN KENNETH F	CLEANING @ SNOWDEN HOUSE / TENNIS CTR	\$450.00
102913	0	210373	13302	MCMULLIN GLORIA	LINE DANCE INSTRUCTOR	\$300.00
102413	0	210371	13302	MCMULLIN GLORIA	ZUMBA INSTRUCTOR	\$135.00
101713	112419	209803	20833	MCREE JANICE	CLERKS TRAINING PROGRAM - OXFORD, MS	\$84.75

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OCT2013	0	210442	16393	MEARS HAROLD	CELL PHONE REIMBURSEMENT	\$25.00
102113	112420	209799	16393	MEARS HAROLD	M.A.C.E. CONFERENCE - BRANDON, MS	\$82.00
0058220-IN	0	210073	18772	MEDICAL ACCOUNTS REC	SEPT 2013 EMS BILLING	\$4,944.71
1141310-01	0	210236	13327	MEDICAL SPECIALITIES	CPAP-FLOW MASKS	\$761.93
170985	0	210228	8159	MEMPHIS READY MIX	1180 CUSTER - REPAIR STORM DRAIN	\$280.00
170311	0	210029	8159	MEMPHIS READY MIX	4871 BRIARTON DR	\$148.00
170909	0	210155	8159	MEMPHIS READY MIX	ROCK - 1180 CUSTER DRIVE	\$192.00
170638	0	210026	8159	MEMPHIS READY MIX	ROCK - 1904 GIBBS COVE	\$148.00
170487	0	210027	8159	MEMPHIS READY MIX	ROCK - 5949 STEFFANIE	\$148.00
170666	0	210024	8159	MEMPHIS READY MIX	ROCK - 5959 PEPPERCHASE	\$192.00
170846	0	210156	8159	MEMPHIS READY MIX	ROCK 5812 SNOWDEN RUN CV	\$280.00
101213	0	210623	15394	MERRITT CORY	PER DIEM - EASTERN LAWFIT VIRGINIA BEACH	\$230.00
102113	0	210077	13704	MESSENGER ERIC	REIMBURSE EMS DRIVERS LICENSE	\$36.20
194887	0	210422	354	METER SERVICE AND SU	3/4 METERS	\$2,400.00
194868	0	210051	354	METER SERVICE AND SU	BELL JOINT LEAK CLAMP - BAPTIST RD REPAIR	\$369.00
194870	0	210053	354	METER SERVICE AND SU	GASKETS FOR GRINDER STATION INSTALLS	\$531.00
194884	0	210426	354	METER SERVICE AND SU	HERSEY HYDRANT METER PARTS	\$100.00
194888	0	210421	354	METER SERVICE AND SU	HYDRANT REPAIR KIT	\$411.00
194889	0	210423	354	METER SERVICE AND SU	MAIN REPAIR ON MARY PAYTON (AFTER HRS)	\$247.50
194885	0	210381	354	METER SERVICE AND SU	MANHOLE HOOKS / FLARE CURBSTOPS	\$1,855.00
194886	0	210419	354	METER SERVICE AND SU	METER COUPLINGS	\$985.00
194869	0	210055	354	METER SERVICE AND SU	VALVE BOXES / RISERS	\$1,024.80

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458546	0	209885	6685	MID SOUTH DIGITAL	#A0442 SFD STATION 3	\$56.60
458078	0	209894	6685	MID SOUTH DIGITAL	#A1364 SPD NARCOTICS	\$214.56
458082	0	209889	6685	MID SOUTH DIGITAL	#A1468 4TH FLOOR	\$44.83
458229	0	209892	6685	MID SOUTH DIGITAL	#A1494 MAY BLVD	\$2.72
458085	0	209888	6685	MID SOUTH DIGITAL	#A1776 SFD	\$36.62
458125	0	209886	6685	MID SOUTH DIGITAL	#A1860 CLERKS OFFICE	\$15.94
458080	0	209893	6685	MID SOUTH DIGITAL	#A1861 SENIOR SERVICES	\$615.56
458230	0	209891	6685	MID SOUTH DIGITAL	#A2214 PARKS	\$3.74
458126	0	209884	6685	MID SOUTH DIGITAL	#A2388 COURT	\$52.73
458127	0	209896	6685	MID SOUTH DIGITAL	#A2406 PARKS	\$68.25
458057	0	209897	6685	MID SOUTH DIGITAL	#A2615 GOLF COURSE	\$9.75
458076	0	209883	6685	MID SOUTH DIGITAL	#A2761 COURT	\$23.45
458077	0	209882	6685	MID SOUTH DIGITAL	#A2762 COURT	\$4.64
458120	0	209887	6685	MID SOUTH DIGITAL	#A3190 WATER DEPT	\$14.35
458159	0	209895	6685	MID SOUTH DIGITAL	#A3957 SPD	\$294.25
458207	0	209890	6685	MID SOUTH DIGITAL	#A4675 COURT	\$138.16
79389A	0	210173	6685	MID SOUTH DIGITAL	DRUM & TONER - CITY HALL	\$218.80
6947	0	210495	415	MID-SO EMERGENCY LIG	EMERGENCY LT. SERVICES	\$40.50
6921	0	210497	415	MID-SO EMERGENCY LIG	EMERGENCY LT. SERVICES	\$40.50
6923	0	210499	415	MID-SO EMERGENCY LIG	EMERGENCY LT. SERVICES	\$74.25
6924	0	210500	415	MID-SO EMERGENCY LIG	EMERGENCY LT. SERVICES	\$87.75
6922	0	210498	415	MID-SO EMERGENCY LIG	EMERGENCY LT. SERVICES	\$114.75

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6920	0	210496	415	MID-SO EMERGENCY LIG	EMERGENCY LT. SERVICES	\$128.25
6946	0	210494	415	MID-SO EMERGENCY LIG	EMERGENCY LT. SERVICES	\$371.25
6945	0	210493	415	MID-SO EMERGENCY LIG	EMERGENCY LT. SERVICES	\$621.00
23528	0	210265	19694	MID-SOUTH TELECOM	PHONE SERVICES	\$65.00
SEPT2013	43204	210589	1176	MISSISSIPPI STATE TA	SEPT 2013 SALES TAX	\$6,195.99
102913	0	210453	2737	MIZE BILLY	REF	\$180.00
A48466	0	210382	5073	MOMAR	SEWER MAINTENANCE DEGREASER	\$2,493.31
102513	0	210574	20862	MS ASSOC GANG INVEST	REGISTRATION - MCPHERSON (TUNICA MS)	\$100.00
101513	112431	210068	848	MS DEVELOPMENT AUTHO	GMS: 50618 AND GMS: 50632	\$28,720.91
102813	0	210241	3980	MS FIRE CHIEFS ASSOC	MEMBERSHIP DUES FOR WHITE/THORNTON	\$90.00
3036	0	209872	17261	MS LAW RESEARCH	HANDBOOKS	\$210.00
101713	0	209838	5528	MS STATE BOARD OF AR	RENEWAL - B WALLACE	\$250.00
21259	0	209957	958	MS STATE FIRE ACADEM	D SINCLAIR - TRENCH RESCUE	\$60.00
100413	0	210307	7521	MS URBAN FORRESTRY C	REGISTRATION (BOUNDS/HAVENS)	\$190.00
101713	112421	209802	20834	MULLEN ANDREA	CLERKS TRAINING PROGRAM - OXFORD, MS	\$84.75
OCT2013	0	210369	1100	MULLINS, MIKE	PETTY CASH	\$615.17
158904	0	210438	1381	MUNICIPAL CODE CORPO	CODE BOOK FOR N MANLEY	\$228.00
751778	0	210306	1150	NAPA GENUINE PARTS C	BALL STUD FOR CASE BACKHOE	\$5.40
985183	0	210377	1150	NAPA GENUINE PARTS C	METRIC TAP	\$3.18
985322	0	210378	1150	NAPA GENUINE PARTS C	NUTS	\$1.29
028596A	0	210379	1150	NAPA GENUINE PARTS C	OIL (SHOP)	\$209.40
049518	0	210169	1150	NAPA GENUINE PARTS C	V-BELT TO REPAIR SOFTBALL MACHINE	\$10.88

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544686	0	210308	1150	NAPA GENUINE PARTS C	WEATHER STRIPPING FOR BACKHOE	\$3.25
260192	0	210107	1447	NATURE'S EARTH PRODU	FILL DIRT	\$64.00
485709	0	210417	12171	NEBCO ART & FRAME	BADGE BOX - WADDELL	\$82.84
1013544	0	210147	1160	NEEL-SCHAFFER INC	HURRICANE CREEK GRAVITY SEWER	\$9,300.33
1013539	0	210665	1160	NEEL-SCHAFFER INC	STORM WATER INSPECTIONS	\$3,236.43
102913	0	210484	19339	NELSEN MADELYN	SOCCER REF	\$15.00
101813	0	210075	10365	NESBIT WATER	COLLECTED FEES - SEPT 2013	\$3,096.00
882902	0	209858	547	NEWELL PAPER COMPANY	PAPER TOWELS / TISSUE	\$532.95
87961	0	210219	1121	NEWTON TROPHY	B WADDELL RETIREMENT PLAQUE	\$40.00
60023	0	209925	691	NORTH MISSISSIPPI TI	ENGINE 8 TIRES	\$1,453.36
60034	0	210517	691	NORTH MISSISSIPPI TI	MATERIALS FOR SHOP	\$667.62
60030	0	210059	691	NORTH MISSISSIPPI TI	TRUCK 837 TIRES	\$501.24
101813	0	210246	10758	NORTH MISSISSIPPI UT	REFUND	\$543.40
580781	0	210415	1099	NORTH MS PEST CONTRO	MTHLY SPRAYING	\$695.00
592470091113	0	210586	1105	NORTHCENTRAL ELECTRI	FREEMAN LN #3750 - PARKS	\$360.85
592470011113	0	210588	1105	NORTHCENTRAL ELECTRI	GOODMAN RD #3541 - UTILITIES	\$45.96
592470021113	0	210587	1105	NORTHCENTRAL ELECTRI	MALONE RD - PARKS	\$330.60
101713	0	210016	5080	NORTHWEST MISS BLDG	MEMBERSHIP DUES (GENTRY/ROWLAND/KILEBREW)	\$300.00
1323682	0	209912	758	NOVEL PRODUCTS INC	FLEX TESTERS - TRAINING	\$328.90
102913	0	210454	8250	NYE ERIC	REF	\$200.00
1257-118216	0	209907	7304	O'REILLYS AUTO PARTS	3000 BATTERY	\$103.76
1257-127017	0	209843	7304	O'REILLYS AUTO PARTS	3011 - BATTERY	\$100.00

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1257-126021	0	209994	7304	O'REILLYS AUTO PARTS	AIR FRESHENERS	\$3.39
1257-126305	0	209979	7304	O'REILLYS AUTO PARTS	BATTERIES FOR HURCO VALVE MACHINE	\$97.31
1257-120593	0	209993	7304	O'REILLYS AUTO PARTS	BATTERIES FOR UNIT 835	\$299.97
1791-274860	0	209966	7304	O'REILLYS AUTO PARTS	BATTERY	\$100.49
1257-126433	0	210014	7304	O'REILLYS AUTO PARTS	BATTERY - 2011 ARMADA	\$93.51
1257-126019	0	209965	7304	O'REILLYS AUTO PARTS	BATTERY - TRUCK 800	\$118.76
1257-127149	0	210424	7304	O'REILLYS AUTO PARTS	BATTERY - UNIT 924	\$90.00
1257-126067	0	209988	7304	O'REILLYS AUTO PARTS	BATTERY TERMINALS FOR HURCO MACHINE	\$5.99
1257-127461	0	210161	7304	O'REILLYS AUTO PARTS	ELECTRICAL COMPONENTS - TRUCK 810	\$73.90
1791-281415	0	209924	7304	O'REILLYS AUTO PARTS	EXHAUST FLUID (TRUCK 1 / UNIT 4)	\$44.97
1791-281186	0	209975	7304	O'REILLYS AUTO PARTS	LUG NUTS FOR TRUCK 816	\$9.72
1257-126637	0	210264	7304	O'REILLYS AUTO PARTS	MATERIALS FOR SHOP	\$9.23
1257-126119	0	210263	7304	O'REILLYS AUTO PARTS	MATERIALS FOR SHOP	\$12.27
1257-126856	0	210525	7304	O'REILLYS AUTO PARTS	MATERIALS FOR SHOP	\$36.98
1257-127175	0	210528	7304	O'REILLYS AUTO PARTS	MATERIALS FOR SHOP	\$38.95
1257-127272	0	210526	7304	O'REILLYS AUTO PARTS	MATERIALS FOR SHOP	\$39.89
1257-127326	0	210527	7304	O'REILLYS AUTO PARTS	MATERIALS FOR SHOP	\$93.50
1257-119536	0	209926	7304	O'REILLYS AUTO PARTS	OIL DRY	\$225.00
1257-125905	0	209970	7304	O'REILLYS AUTO PARTS	OIL/OIL FILTERS (TRUCK 810 & 822)	\$183.03
1257-119624	0	209828	7304	O'REILLYS AUTO PARTS	PADS FOR HYDRAULIC LIFTS	\$136.50
1257-127473	0	210529	7304	O'REILLYS AUTO PARTS	SHOP MATERIALS	\$3.89
1791-279687	0	209949	7304	O'REILLYS AUTO PARTS	SQUAD 1	\$22.24

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1257-124856	0	209973	7304	O'REILLYS AUTO PARTS	TAIL LIGHT FOR AIR COMPRESSOR	\$2.50
1257-126662	0	209844	7304	O'REILLYS AUTO PARTS	TREAD GAUGE	\$2.84
1257-127196	0	210399	7304	O'REILLYS AUTO PARTS	WHEEL STUD/WHEEL NUT	\$20.46
1257-124838	0	209977	7304	O'REILLYS AUTO PARTS	WIPER BLADE/TAIL LIGHTS/TRAILER PIN	\$37.23
667563738001	0	210366	7600	OFFICE DEPOT	CERTIFICATES / PHOTO PAPER	\$72.67
1624326221	0	210331	7600	OFFICE DEPOT	CHAIR FOR IT	\$180.00
679280234001	0	210149	7600	OFFICE DEPOT	CHAIRS - CITY CLERKS OFFICE	\$945.00
676565850001	0	209825	7600	OFFICE DEPOT	INK (D BOUNDS - PLANNING)	\$50.38
1623113629	0	210328	7600	OFFICE DEPOT	KEYBOARD & MOUSE - 4TH FL - K. FAULKNER	\$79.99
1622402943	0	210214	7600	OFFICE DEPOT	LAPTOP/SUPPLIES FOR TRAFFIC	\$324.97
1619282403	0	210022	7600	OFFICE DEPOT	MONITOR - T LONG	\$149.99
678943979001	0	210148	7600	OFFICE DEPOT	OFFICE SUPPLIES	\$50.29
676594750001	0	209827	7600	OFFICE DEPOT	OFFICE SUPPLIES	\$193.76
679670076001	0	210096	7600	OFFICE DEPOT	OFFICE SUPPLIES (COURT)	\$6.38
667847352001	0	210093	7600	OFFICE DEPOT	OFFICE SUPPLIES (COURT)	\$18.69
679670002001	0	210095	7600	OFFICE DEPOT	OFFICE SUPPLIES (COURT)	\$49.29
667847445001	0	210092	7600	OFFICE DEPOT	OFFICE SUPPLIES (COURT)	\$98.67
678943979002	0	210152	7600	OFFICE DEPOT	STAPLE REMOVERS (INVENTORY)	\$2.40
673586554001	0	209824	7600	OFFICE DEPOT	SUPPLIES (INVENTORY)	\$158.12
1622411672	0	210213	7600	OFFICE DEPOT	SUPPLIES FOR IT / CLERK MONITOR	\$302.47
1620488663	0	210021	7600	OFFICE DEPOT	SUPPLIES FOR PRINTING SFD SAFETY DAY	\$346.93
1623733869	0	210329	7600	OFFICE DEPOT	SUPPLIES IT & 4TH FL	\$259.96

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1624326220	0	210330	7600	OFFICE DEPOT	SUPPLIES IT & STATION 1	\$59.67
676566214001	0	209826	7600	OFFICE DEPOT	TONER (ANIMAL SHELTER)	\$70.11
OCT2013	0	210592	7820	OLIVER ANDREA	OCT 2013 SALES/MARKETING	\$2,471.25
101513	0	210204	20847	OTERO AMY	REFUND	\$5.00
102313	0	210295	17731	OWENS ELIZABETH	SPECIAL PROSECUTO 10/23 (1/2 DAY)	\$200.00
102513	0	210150	17731	OWENS ELIZABETH	SPECIAL PROSECUTOR 10/25 (1/2 DAY)	\$200.00
55004679	0	210242	7504	PAETEC	PHONE SERVICE - POLICE	\$509.93
55008512	0	210170	7504	PAETEC	PHONE SERVICES - COURT	\$639.25
54996052	112432	210049	7504	PAETEC	PHONE SERVICES - CITY HALL	\$690.86
0188047	0	209935	983	PARAMOUNT UNIFORMS R	MATS	\$38.00
0188701	0	210084	983	PARAMOUNT UNIFORMS R	MATS @ ANIMAL SHELTER	\$5.00
0190007	0	210085	983	PARAMOUNT UNIFORMS R	MATS @ ANIMAL SHELTER	\$5.00
0191329	0	210403	983	PARAMOUNT UNIFORMS R	MATS @ ANIMAL SHELTER	\$5.00
0190674	0	210187	983	PARAMOUNT UNIFORMS R	MATS @ ARENA	\$38.00
0188037	0	209936	983	PARAMOUNT UNIFORMS R	MATS @ PERFORMING ARTS CTR	\$45.00
0190664	0	210188	983	PARAMOUNT UNIFORMS R	MATS @ PERFORMING ARTS CTR	\$45.00
0188703	0	210253	983	PARAMOUNT UNIFORMS R	UNIFORMS	\$27.78
0191331	0	210511	983	PARAMOUNT UNIFORMS R	UNIFORMS	\$27.78
0190009	0	210543	983	PARAMOUNT UNIFORMS R	UNIFORMS	\$27.78
0188704	0	210251	983	PARAMOUNT UNIFORMS R	UNIFORMS	\$100.15
0191332	0	210510	983	PARAMOUNT UNIFORMS R	UNIFORMS	\$100.15
0190010	0	210544	983	PARAMOUNT UNIFORMS R	UNIFORMS	\$100.15

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0189354	0	210114	983	PARAMOUNT UNIFORMS R	UNIFORMS (PARKS)	\$321.76
0188702	0	210046	983	PARAMOUNT UNIFORMS R	UNIFORMS (UTILITY DEPT)	\$103.09
0191712	0	210397	983	PARAMOUNT UNIFORMS R	UNIFORMS - BLDG DEPT	\$6.43
0189083	0	209955	983	PARAMOUNT UNIFORMS R	UNIFORMS - BLDG DEPT	\$6.53
0190384	0	210293	983	PARAMOUNT UNIFORMS R	UNIFORMS - BLDG DEPT	\$6.53
0188019	0	209934	983	PARAMOUNT UNIFORMS R	UNIFORMS - GOLF	\$37.36
0190646	0	210183	983	PARAMOUNT UNIFORMS R	UNIFORMS - GOLF	\$37.36
0189336	0	210184	983	PARAMOUNT UNIFORMS R	UNIFORMS - GOLF	\$37.36
0190663	0	210163	983	PARAMOUNT UNIFORMS R	UNIFORMS - PARKS	\$330.76
0188036	0	209945	983	PARAMOUNT UNIFORMS R	UNIFORMS - PARKS	\$339.57
0190008	0	210420	983	PARAMOUNT UNIFORMS R	UNIFORMS - UTILITY DEPT	\$154.09
102413	0	210612	15130	PARNELL JAMES B	PER DIEM MTOA COMPETITION GRENADA MS	\$164.00
1083	0	210203	18943	PATSY CLEEN COMMERC	CLEANING @ CITY HALL/COURT	\$3,598.50
07445	0	209879	615	PAYNES LOCKSMITH SER	LOCK REPAIRS - SPD	\$115.00
07446	0	210519	615	PAYNES LOCKSMITH SER	LOCK SERVICES	\$140.00
102413	0	210619	3863	PERKINS WAYNE	PER DIEM/LODGING MTOA COMPETITION GRENADA MS	\$182.00
101013	0	209942	17272	PERKINS WENDY JEAN	AEROBICS INSTRUCTOR	\$140.00
2295831-OT13	0	210108	971	PITNEY BOWES	LEASING CHARGES	\$825.00
1135	0	209921	12790	PRESSGROVE RHONDA	OCT 2013 OFFICE CLEANING	\$585.00
93026	0	210347	8309	PRIORITY DISPATCH	MAINT AGREEMENT ESP CARDSET	\$234.00
102213	0	210600	8309	PRIORITY DISPATCH	PARHAM/PARTAIN - EMD COURSE	\$700.00
102213	0	210576	768	PUBLIC AGENCY TRAINI	SNYDER/GIFFORD REGISTRATION	\$850.00

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092413	0	209937	11125	PULEO VICKI GREENE	YOGA INSTRUCTOR (AUG/SEPT 2013)	\$224.00
101413	0	210109	1338	PURCHASE POWER	POSTAGE	\$1,208.00
102213	0	210601	20831	QUALITY INN	CONF#309897547 - LODGING PARTAIN/PARHAM	\$231.00
2014-070	0	210504	233	QUARLES FIRE PROTEC	FIRE SPRINKLER SERVICES	\$150.00
2014-072	0	210505	233	QUARLES FIRE PROTEC	FIRE SPRINKLER SERVICES	\$150.00
2014-071	0	210506	233	QUARLES FIRE PROTEC	FIRE SPRINKLER SERVICES	\$150.00
2014-073	0	210503	233	QUARLES FIRE PROTEC	FIRE SPRINKLER SERVICES	\$200.00
2014-067	0	210547	233	QUARLES FIRE PROTEC	FIRE SPRINKLER SERVICES	\$200.00
2014-069	0	210548	233	QUARLES FIRE PROTEC	FIRE SPRINKLER SERVICES	\$200.00
2014-066	0	210549	233	QUARLES FIRE PROTEC	FIRE SPRINKLER SERVICES	\$300.00
2015-075	0	210502	233	QUARLES FIRE PROTEC	FIRE SPRINKLER SERVICES	\$500.00
101613	0	210040	20825	READY GEORGE	SPECIAL JUDGE 10/16/13	\$400.00
100913	0	209855	20825	READY GEORGE	SPECIAL JUDGE 10/9/13	\$400.00
38020	0	209992	370	REBEL EQUIPMENT & SU	WATER PUMP REPAIR	\$166.50
664708	0	210069	19150	REGIONS EQUIPMENT FI	CONTRACT 0008037-001 (NOV 2013 PYMT)	\$7,120.91
117586	0	210286	10865	RELIABLE EQUIPMENT	BLADE FOR MOWER	\$266.25
102913	0	210572	20858	RESIDENCE INN	CONF#88989253 - LODGING SNYDER/GIFFORD (PATC)	\$981.15
101013	0	209835	20841	REYNOSO RIGOBERTO	CASH BOND REFUND	\$247.00
102413	0	210613	13958	RIGGS BOBBY	PER DIEM MTOA COMPETITION GRENADA MS	\$164.00
25019	0	210119	20849	ROBERTSON PENNY		\$549.42
102213	0	210575	7897	RON SMITH & ASSOC IN	ROSENBERG REGISTRATION	\$400.00
101813	0	210624	19845	ROSENBERG BRYAN	PER DIEM - PATC CONF HATTIESBURG MS	\$164.00

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102413	0	210444	4538	SADLER & COMPANY	INSURANCE - INDOOR SOCCER LEAGUE	\$4,603.50
288036	0	210279	294	SAFETY-QUIP	TOILET RENTAL - GOLF COURSE	\$103.00
288037	0	210280	294	SAFETY-QUIP	TOILET RENTAL - TENNIS CTR	\$71.00
005171	0	210628	1361	SAM'S CLUB DIRECT	ANIMAL SHELTER	\$92.28
005224	0	210626	1361	SAM'S CLUB DIRECT	ANIMAL SHELTER	\$112.90
009646	0	210627	1361	SAM'S CLUB DIRECT	ANIMAL SHELTER	\$147.10
008753	0	210629	1361	SAM'S CLUB DIRECT	CLEANING SUPPLIES (CITY HALL / COURT)	\$371.14
0108961CM	0	210635	1361	SAM'S CLUB DIRECT	CREDIT - SPD LAPTOP	\$-407.66
005836	0	210634	1361	SAM'S CLUB DIRECT	CREDIT - UTILITY DEPT	\$-14.00
CF130803	0	210636	1361	SAM'S CLUB DIRECT	MEMBERSHIP (ALL DEPTS)	\$50.00
101213	0	210631	1361	SAM'S CLUB DIRECT	MEMBERSHIP - IT	\$30.00
008760	0	210630	1361	SAM'S CLUB DIRECT	SPD TRAFFIC LAPTOP	\$699.00
005835	0	210633	1361	SAM'S CLUB DIRECT	UTILITY DEPT	\$14.00
008493	0	210625	1361	SAM'S CLUB DIRECT	UTILITY DEPT - BATTERY/FLASH MEMORY	\$74.96
003616	0	210632	1361	SAM'S CLUB DIRECT	UTILITY DEPT SUPPLIES	\$146.78
102413	0	210608	4966	SANDERS KEVIN	PER DIEM MTOA COMPETITION GRENADA MS	\$164.00
153171	0	210283	339	SAYLE OIL CO INC	GAS - GOLF COURSE	\$1,250.12
16941	0	210339	4496	SETCOM CORPORATION	MOTORCYCLE CABLE KIT	\$239.41
463119	0	209918	387	SHAPIRO UNIFORMS	A FENNELL 2014 ALLOT	\$169.75
463351	0	210356	387	SHAPIRO UNIFORMS	A HARROLD 2014 ALLOT	\$81.40
463121	0	209919	387	SHAPIRO UNIFORMS	A HARROLD 2014 ALLOT	\$306.45
463455	0	210361	387	SHAPIRO UNIFORMS	B VICKERS 2014 ALLOT	\$380.05

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463368	0	210352	387	SHAPIRO UNIFORMS	C RESPESS 2014 ALLOT	\$112.90
463502	0	210408	387	SHAPIRO UNIFORMS	C VAUGHN 2014 ALLOT	\$51.85
463189	0	210009	387	SHAPIRO UNIFORMS	D BRITTAIN 2014 ALLOT	\$288.70
463322	0	209867	387	SHAPIRO UNIFORMS	D DICKSON 2014 ALLOT	\$500.00
463473	0	210357	387	SHAPIRO UNIFORMS	D MARSHALL 2014 ALLOT	\$223.90
463120	0	209917	387	SHAPIRO UNIFORMS	D MOORE 2014 ALLOT	\$161.80
463357	0	210355	387	SHAPIRO UNIFORMS	F SIMS 2014 ALLOT	\$421.50
463466	0	210358	387	SHAPIRO UNIFORMS	G BARTON 2014 ALLOT	\$54.95
463344	0	209869	387	SHAPIRO UNIFORMS	G BARTON 2014 ALLOT	\$159.90
463527	0	210409	387	SHAPIRO UNIFORMS	G STACKS 2014 ALLOT	\$10.95
463274	0	209856	387	SHAPIRO UNIFORMS	G STACKS 2014 ALLOT	\$206.14
463465	0	210359	387	SHAPIRO UNIFORMS	J JAFFE 2014 ALLOT	\$77.90
463116	0	209916	387	SHAPIRO UNIFORMS	J PARDUE 2014 ALLOT	\$181.65
463374	0	210351	387	SHAPIRO UNIFORMS	J PARDUE 2014 ALLOT	\$259.45
463459	0	210360	387	SHAPIRO UNIFORMS	J POOLE 2014 ALLOT	\$145.85
463277	0	209848	387	SHAPIRO UNIFORMS	J RAINS 2014 ALLOT	\$309.30
463339	0	209868	387	SHAPIRO UNIFORMS	K GOFF 2014 ALLOT	\$120.00
463278	0	209849	387	SHAPIRO UNIFORMS	K WARE 2014 ALLOT	\$281.65
463185	0	210006	387	SHAPIRO UNIFORMS	L HOLLIDAY 2014 ALLOT	\$455.55
463452	0	210362	387	SHAPIRO UNIFORMS	M ANDERSON 2014 ALLOT	\$227.75
463276	0	209850	387	SHAPIRO UNIFORMS	M KRAMER 2014 ALLOT	\$249.85
463360	0	210354	387	SHAPIRO UNIFORMS	M NORWOOD 2014 ALLOT	\$356.95

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463275	0	209846	387	SHAPIRO UNIFORMS	T BURNHAM 2014 ALLOT	\$268.70
463498	0	210401	387	SHAPIRO UNIFORMS	T JONES 2014 ALLOT	\$386.65
463363	0	210353	387	SHAPIRO UNIFORMS	T WOOD 2014 ALLOT	\$453.10
100913	0	209881	20826	SHEAD MONERRAY	CASH BOND REFUND	\$928.50
2006-6	0	209845	1104	SHERWIN WILLIAMS SOU	PAINT - EVIDENCE	\$48.08
8040-4	0	210115	1104	SHERWIN WILLIAMS SOU	WHITE PAINT FOR FIELDS	\$949.50
4398529	112440	210561	19345	SIEMENS PUBLIC, INC	SBT ENERGY SAVINGS EQUIPMENT	\$23,916.80
89123	0	210367	611	SIGNS & STUFF	(15) FLAG DECALS	\$191.25
89118	0	210101	611	SIGNS & STUFF	REFLECTIVE VINYL FOR HYDRANT MARKERS	\$250.00
101213	0	210622	14661	SIMS FRED	PER DIEM - EASTERN LAWFIT VIRGINIA BEACH	\$230.00
102413	0	210616	14661	SIMS FRED	PER DIEM MTOA COMPETITION GRENADA MS	\$164.00
102913	0	210455	9136	SINQUEFIELD MURRAY	REF	\$420.00
102913	0	210456	975	SMITH BILLY K	REF	\$720.00
100913	0	209938	17200	SMITH JOYCE W	YOGA INSTRUCTOR	\$25.00
101613	0	210273	17200	SMITH JOYCE W	YOGA INSTRUCTOR	\$25.00
101113	0	210277	17200	SMITH JOYCE W	YOGA INSTRUCTOR	\$25.00
102313	0	210372	17200	SMITH JOYCE W	YOGA INSTRUCTOR	\$25.00
SHP-195-1458	0	210345	1101	SNAPPY WINDSHIELD	1458 WINDSHIELD REPAIR	\$45.00
NOV2013	0	209900	1161	SOUTHAVEN CHAMBER OF	MONTHLY CONTRIBUTION	\$6,250.00
3005	0	210334	9046	SOUTHAVEN ROTARY CLU	2ND QTR DUES - J AZZONE	\$185.00
86401	0	210082	1102	SOUTHAVEN SUPPLY	12V PUMP FOR SPRAYER	\$34.99
87487	0	210218	1102	SOUTHAVEN SUPPLY	BUGMAX FOGGER	\$11.99

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87116	0	210404	1102	SOUTHAVEN SUPPLY	CLEANING SUPPLIES	\$12.99
85288	0	209911	1102	SOUTHAVEN SUPPLY	HALLOWEEN 2013	\$167.44
85253	0	210086	1102	SOUTHAVEN SUPPLY	HINGE/DRYWALL SCREW	\$11.98
86248	0	210118	1102	SOUTHAVEN SUPPLY	MATERIALS	\$496.07
84096	0	209989	1102	SOUTHAVEN SUPPLY	MATERIALS FOR SEWER INSTALL (1600 COLLEGE RD)	\$206.66
87061	0	210157	1102	SOUTHAVEN SUPPLY	MISC SHOP MATERIALS	\$701.84
86410	0	210078	1102	SOUTHAVEN SUPPLY	ROPE CORD FOR SAW	\$0.42
74908	0	210081	1102	SOUTHAVEN SUPPLY	SHOP SUPPLIES	\$31.64
74731	0	210552	1102	SOUTHAVEN SUPPLY	SHOP SUPPLIES	\$116.90
7053634-00	0	210413	687	SOUTHERN PIPE & SUPP	COPPER CUTTERS	\$124.84
60327	0	210004	11610	SOUTHERN THUNDER	HD#0973 - GASKET/FILTER/SPARK PLUGS	\$765.12
57250	0	210003	11610	SOUTHERN THUNDER	HD#8080 - GASKET/OIL FILTER	\$217.65
359300	0	209910	2360	SOUTHLAND MEMPHIS	K9 FOOD	\$1,640.40
211-01805	0	209987	10235	SPORTSMAN'S WAREHOUS	PHONE CASE	\$59.99
211-01788	0	209996	10235	SPORTSMAN'S WAREHOUS	PHONE CASE	\$59.99
102313	0	210294	2086	SPRIGGS STACEY	SPECIAL PROSECUTOR 10/23 (1/2 DAY)	\$200.00
695814	0	210166	20854	STANLEY STEEMER	TILE CLEANING AT GREENBROOK WATER PLANT	\$150.00
3210778926	0	210117	19739	STAPLES ADVANTAGE	OFFICE SUPPLIES (PARKS)	\$41.88
3210778933	0	210289	19739	STAPLES ADVANTAGE	OFFICE SUPPLIES - PARKS	\$56.34
3210778928	0	210018	19739	STAPLES ADVANTAGE	PASS/FAIL TAGS (CONCERTS & FAIR)	\$122.99
3210778929	0	210019	19739	STAPLES ADVANTAGE	PASS/FAIL TAGS (CONCERTS & FAIR)	\$122.99
3210778927	0	210020	19739	STAPLES ADVANTAGE	STAPLER / INK	\$68.70

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3210778931	0	210017	19739	STAPLES ADVANTAGE	STENO/LEGAL PADS	\$53.86
3210778932	0	210292	19739	STAPLES ADVANTAGE	THERMA ROLLS	\$135.29
3210778930	0	210291	19739	STAPLES ADVANTAGE	TONER / COIN ENVELOPES	\$91.38
102513	0	210350	3549	STATE OF MS TREASURY	20% FORFEITED FUNDS	\$8,474.82
24979	43197	209796	4304	STATE TAX COMMISSION	SEPTEMBER 2013 SALES TAX PAID.	\$5,361.28
AMULLEN	0	210243	6885	STEGALL NOTARY SERVI	NOTARY A MULLEN	\$111.50
4004441123	0	210099	801	STERICYCLE INC	EMS WASTE BIN REMOVAL	\$567.22
102913	0	210488	6653	STRIBLING KEITH	SOFTBALL	\$120.00
102913	0	210457	13794	STRICKLAND ERIK RYAN	REF	\$180.00
1508828	0	210305	16514	SUN TRUST BANK	CONTRACT 4434007676-002 (NOV PYMT)	\$7,098.01
1508829	0	210304	16514	SUN TRUST BANK	CONTRACT 4434007676-003 (NOV PYMT)	\$9,563.44
81761	0	209929	701	SUNBELT FIRE APPARAT	BOOTS (COTTEN)	\$344.50
81314	0	210091	701	SUNBELT FIRE APPARAT	COTTEN (COAT/PANTS)	\$1,687.00
81975	0	210237	701	SUNBELT FIRE APPARAT	WEATHERFORD - FF BOOTS	\$344.50
002-015885B	0	210523	440	SUNRISE BUILDERS SUP	MATERIALS	\$15.24
002-015885	0	210316	440	SUNRISE BUILDERS SUP	WOOD TO REFLOOR TRAILER	\$14.24
002-015787	0	210315	440	SUNRISE BUILDERS SUP	WOOD TO REFLOOR TRAILER	\$175.93
101713	0	209854	11110	SUTHERLEN, BRAD	REIMBURSE CLOTHING 2014 ALLOT	\$107.99
8873	0	210252	5938	T & B TRUCK REPAIR	REPLACEMENT OF REAR END IN DUMP TRUCK	\$4,817.44
4252	0	209852	6877	TACTGEAR INC	J HITT 2014 ALLOT	\$304.41
4253	0	209851	6877	TACTGEAR INC	J OLIVERIA 2014 ALLOT	\$436.02
M38049	0	210256	553	TAYLOR DIESEL SERVIC	MATERIALS FOR SHOP	\$310.00

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J301016468	0	209962	8347	TELECHECK	CHECK SERVICES - SEPT 2013	\$1,421.75
393924	0	210250	5329	TENCARVA MACHINERY C	REPAIRS TO CASTLE RIDGE LIFT-STATION	\$3,708.24
28459	0	209928	5045	TENNESSEE DOOR & HAR	STATION 2 DOOR REPAIRS	\$445.00
304278	0	209837	20843	TESS COMPANY	OXYGEN	\$173.20
102413	0	210620	16905	TESSARO DAVID	PER DIEM MTOA COMPETITION GRENADA MS	\$164.00
72746	0	210284	13261	TIM HOGAN'S	CARPET IN PARKS OFFICE	\$1,369.66
24440	0	210177	313	TIM MOTE PLUMBING	MAIN PAVILLION @ SNOWDEN	\$250.00
102513	0	210607	17131	TITTLE STACY	PER DIEM - CLERKS COURSES OXFORD MS	\$164.00
561467	0	210309	7819	TOPMOST CHEMICAL	SHOP SUPPLIES (TOWELS/HAND CLEANER)	\$589.87
375230	0	209831	10975	TRAFFIC PARTS	FLASHERS/BULBS	\$95.27
465775	0	210490	541	TRI COUNTY FARM SERV	MATERIALS	\$480.00
3390QB	0	209903	9591	TRI FIRMA	1904 GIBBS COVE	\$1,768.84
3393QB	0	209902	9591	TRI FIRMA	5812 SNOWDEN RUN COVE	\$271.49
3391QB	0	209901	9591	TRI FIRMA	5913 BELLE POINT	\$1,531.54
3392QB	0	209904	9591	TRI FIRMA	5959 PEPPERCHASE	\$511.90
3402QB	0	210428	9591	TRI FIRMA	FOXDALE LOOP COVE	\$2,397.82
3401QB	0	210430	9591	TRI FIRMA	JESSICA/NICHOLE DR	\$1,518.59
3388QB	0	210287	9591	TRI FIRMA	MASONRY SAND FOR GOLF COURSE	\$362.68
3399QB	0	210429	9591	TRI FIRMA	RASCO FARMS	\$407.24
3394QB	0	209932	9591	TRI FIRMA	STATELINE RD RR CROSSING	\$1,476.62
3400QB	0	210431	9591	TRI FIRMA	VICKSBURG PARK	\$111.91
3395QB	0	210248	9591	TRI FIRMA	WATER MAIN RELOCATION AT SBEC	\$7,380.51

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5183	0	210311	15790	TRI STATE AUTO	TRUCK 837 HANDS FREE SYSTEM	\$200.00
TC3194	0	210514	469	TRI-STAR COMPANIES,	HVAC SERVICES - SPD	\$185.09
TC3157	0	210515	469	TRI-STAR COMPANIES,	HVAC SERVICES - SPD	\$1,277.76
TC3130	0	210555	469	TRI-STAR COMPANIES,	HVAC SERVICES @ F.S. #2	\$170.00
TC3125	0	210554	469	TRI-STAR COMPANIES,	HVAC SERVICES AT CITY HALL	\$557.40
TC3054	0	210553	469	TRI-STAR COMPANIES,	HVAC SERVICES AT SPAC	\$180.00
C1355619	0	210274	469	TRI-STAR COMPANIES,	PREV. MAINT. CONTRACT	\$4,250.00
58514	0	210281	1213	TRI-STATE TROPHY	HOMECOMING TROPHIES 2013	\$426.00
102913	0	210489	2857	TURNER DALE	SOFTBALL	\$400.00
8172339000	0	210190	2214	U.S. TOY COMPANY	EASTER EGG HUNT 2014	\$2,225.00
7708568	0	210013	1114	UNION AUTO PARTS	3008 RADIATOR	\$142.00
7725322	0	210341	1114	UNION AUTO PARTS	3058 PUMP ASSY	\$66.57
7719737	0	210343	1114	UNION AUTO PARTS	3067 BRAKE PADS	\$50.11
7704474	0	210269	1114	UNION AUTO PARTS	MATERIALS FOR SHOP	\$117.00
7722770	0	210521	1114	UNION AUTO PARTS	MATERIALS FOR SHOP	\$145.92
7714497	0	209877	1114	UNION AUTO PARTS	OIL (SHOP)	\$159.66
7708547	0	210012	1114	UNION AUTO PARTS	OIL (SHOP)	\$259.20
7726255	0	210342	1114	UNION AUTO PARTS	OIL (SHOP)	\$259.20
7711598	0	209878	1114	UNION AUTO PARTS	OIL FILTER	\$2.57
7709210	0	210011	1114	UNION AUTO PARTS	OIL FILTER / OIL - 2011 ARMADA	\$103.86
7711753	0	210520	1114	UNION AUTO PARTS	SHOP MATERIALS	\$77.76
7724148	0	210340	1114	UNION AUTO PARTS	UNIVERSAL BATTERY TERMINALS	\$12.10

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7704282	0	209906	1114	UNION AUTO PARTS	WIPER BLADES (SHOP)	\$36.30
7722786	0	210344	1114	UNION AUTO PARTS	WIPER BLADES FOR DODGE UNITS (SHOP)	\$184.00
114679316001	0	210278	11187	UNITED RENTALS	FORKLIFT FOR SOUTHERN LIGHTS 2013	\$1,395.68
MS667755	0	210590	13444	UNIVAR	MOSQUITO SPRAY MATERIALS FOR V	\$2,520.00
19476	0	210336	19569	US NIGHT VISION CORP	PVS-14 TRANSFER - ARM WIRED	\$297.15
102913	0	210485	19364	VALDEZ LILY	SOCCER REF	\$115.00
9712992864	0	210225	1095	VERIZON WIRELESS	SPD AIR CARDS - POLICE	\$3,077.20
971262821013	112409	209795	1095	VERIZON WIRELESS	AIRCARDS	\$2,654.97
101013	0	209834	20840	WALTON JEFFREY	CASH BOND REFUND	\$160.00
102413	0	210614	9595	WARE KEVIN	PER DIEM MTOA COMPETITION GRENADA MS	\$164.00
92	0	210276	19230	WASTE PRO	RUBBISH SERVICES	\$69,750.00
101013	0	209836	20842	WEBB FARAH JANE	CASH BOND REFUND	\$11.00
101413	0	209880	3164	WHEELER JERALD	REIMBURSE LODGING / PER DIEM (EXPLORERS ST LOUIS)	\$295.23
33761	0	210501	11134	WHITFIELD	ELECTRIC SERVICES	\$495.60
2903488	0	209995	709	WILLIAMS EQUIPMENT &	SCHEDULED MAINTENANCE FOR BOBCAT E50	\$319.94
102913	0	210458	976	WILLIAMS, TIM	REF	\$240.00
102413	0	210317	2396	WILSON CHRIS	REIMBURSE ICMA TRAINING	\$200.00
102913	0	210459	973	WINDSOR JEFF	REF	\$100.00
102913	0	210460	974	WINDSOR, JIM	REF	\$225.00
102913	0	210486	19340	WINSTON TIMOTHY	SOCCER REF	\$425.00
100713	0	210604	7888	WOODARD CRAIG	PER DIEM - HONOR GUARD TRIP TO NATL MEMORIAL	\$138.86
102313.19	0	210197	13763	WOODLAND TREE SERVIC	7869 MILLFORD DR	\$1,085.00

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102413	0	210618	14006	YOAKUM BRETT	PER DIEM MTOA COMPETITION GRENADA MS	\$164.00

Total Invoices Paid on this Docket: \$2,534,578.65

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City of Southaven Claims Docket
Warrant #: S-110513 & S-110513

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
P122124	0	210530	223	CROW'S TRUCK SERVICE	AIR HOSE - LOWBOY TRACTOR/TRAILER	\$53.96
SI4149	0	210531	223	CROW'S TRUCK SERVICE	ENGINE 1 RADIATOR	\$1,674.03
SI3844	0	210532	223	CROW'S TRUCK SERVICE	FORD F750 REPAIRS	\$739.99
PI22769	0	210512	223	CROW'S TRUCK SERVICE	MATERIALS FOR SHOP	\$35.67
PI22697	0	210513	223	CROW'S TRUCK SERVICE	MATERIALS FOR SHOP	\$35.67
PI22124	0	210540	223	CROW'S TRUCK SERVICE	SHOP MATERIALS	\$53.96

Total Invoices Paid on this Docket: \$2,593.28

22. Executive Session