

CITY OF SOUTHAVEN

Top of Mississippi

8710 Northwest Drive
Southaven, MS 368671



Phone: 662.393.6939
Fax: 662.393.7294

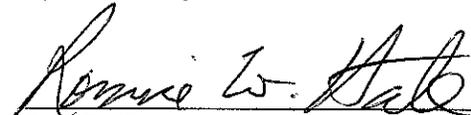
NOTICE OF SPECIAL CALLED MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI

In accordance with Mississippi Code Annotated §21-3-21, notice is hereby given that a Special Meeting of the Mayor and Board of Aldermen of the City of Southaven shall be held on Friday, the 6th day of January, 2012, at 12:00 PM noon in the Boardroom of Southaven City Hall, located at 8710 Northwest Drive, Southaven, Mississippi.

The subject matters of business (Agenda) to be acted upon at this Special Meeting are as follows, to-wit:

1. Resolution Adopting Request For Resignation of Mayor Charles G. Davis
2. Waste Connections of Tennessee, Inc. recycling fees
3. MDOT Grant funding of municipal projects
4. Executive Session-City wide personnel and potential litigation

This Special Meeting Of the Mayor and Board Of Aldermen is hereby called by the following Aldermen on this, the 5th day of January, 2012:

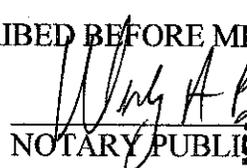


RONNIE HALE
ALDERMAN



WILLIAM BROOKS
ALDERMAN

SWORN TO AND SUBSCRIBED BEFORE ME on this 5th day of January, 2012.



NOTARY PUBLIC WESLEY A. BROWN



MY COMMISSION EXPIRES:

1-9-2015

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI CALLING FOR THE IMMEDIATE RESIGNATION OF CHARLES G. DAVIS FROM THE OFFICE OF MAYOR OF THE CITY OF SOUTHAVEN, MISSISSIPPI

WHEREAS, on or about November 2, 2011, Mississippi State Auditor Stacey Pickering did submit a formal demand for payment in the amount of \$170,782.28 in funds whereby Auditor Pickering stated “clothing purchases, counseling and personal meals and entertainment are in no way authorized expenses for the City and should not be paid for on the taxpayers’ dime”;

WHEREAS, Auditor Pickering further stated that such purchases and expenses served as a “betrayal of the public’s trust”;

WHEREAS, as of Tuesday, January 3, 2012, the full balance of such funds has not been submitted by Mayor Davis to the Office of State Auditor;

WHEREAS, the Mississippi Department of Transportation (MDOT) has informed the City of Southaven that funds appropriated to the City for various public work projects have been indefinitely suspended due to the nature of the ongoing investigations relative to Mayor Davis;

WHEREAS, on Tuesday, December 20, 2011, Mayor Davis informed all the members of the Southaven Board of Aldermen that he had in fact deliberately misled and lied to the Board for his own reasons.

NOW, THEREFORE, BE IT HEREBY RESOLVED that we the members of the Board of Aldermen of the City of Southaven, Mississippi, after having reviewed and contemplated the above mentioned factors and after having reviewed thousands of dollars in receipts and spending records produced by Mayor Davis, do hereby call for the

immediate resignation from the Office of Mayor of the City of Southaven, Mississippi, by Charles G. Davis and that a special election to fill the vacancy in the Office of the Mayor of the City of Southaven, Mississippi, take place as in accordance with Mississippi state law.

Following the reading of said Resolution, it was introduced by Alderman _____ and seconded by Alderman _____.

Thereafter, the Resolution was put to a roll call vote, and the results were as follows, to-wit:

ALDERMAN	VOTED
Alderman Lorine Cady	
Alderman Ronnie Hale	
Alderman George Payne	
Alderman William Brooks	
Alderman Ricky Jobs	
Alderman Randall T. Huling, Jr.	

The said Resolution, having received the majority vote of all of the Aldermen present, was declared adopted on this, the 6th day of January, 2012.

CITY OF SOUTHAVEN, MISSISSIPPI

BY: _____
GREG GUY
MAYOR PRO TEMPORE

ATTEST:

SHEILA HEATH
CITY CLERK
(S E A L)

5.00 COMPLIANCE WITH LAW

The Contractor shall conduct operations under this Contract in compliance with all applicable laws; provided, however, that the General Specifications shall govern the obligations of the Contractor where there exists conflicting ordinances of the City of Southaven on the subject.

6.00 EFFECTIVE DATE

This Contract shall be effective upon the execution of the Contract and performance of such Contract shall begin on the first day of the month that will allow for a 90-day start up period, which should be October 1, 2010.

7.00 NONDISCRIMINATION

The Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

8.00 INDEMNITY

The Contractor will indemnify and save harmless the City of Southaven, their officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and reasonable attorneys' fees to the extent resulting from a willful or negligent act or omission of the Contractor, their officers, agents, servants and employees in the performance of this Contract; provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of the award of this Contract or a willful or negligent act or omission of the City of Southaven, their officers, agents, servants and employees.

9.00 LICENSES AND TAXES

The Contractor shall obtain all licenses and permits (other than the license and permit granted by the Contract) and promptly pay all taxes required by the City of Southaven.

10.00 TERM

This Contract shall be for an initial term commencing on the date hereof and continuing for a period of three (3) years from the Contract commencement Date (October 1, 2010) to and including September 30, 2013. The initial term of this Contract shall be automatically extended without any further action by the parties for one (1) additional two (2) year extension. The second term of this contract shall be automatically extended with any further action by the parties for one (1) additional one (1) year. These two extensions upon the same terms and conditions then in effect unless the City or Contractor elects to

terminate this Contract effective upon the expiration of the initial three (3) year term or of the two (2) year extension term and one (1) year extension, as the case may be by giving the other party written notice of termination at least one hundred eighty (180) days prior to the expiration of such initial term or extension by certified mail, return receipt requested, addressed as follows (or to any other address as either party may designate by written notice to the other party hereunder):

- (a) If to the City:
 Director of Operations
 City of Southaven
 8710 Northwest Drive
 Southaven, Mississippi 38671

11.00 INSURANCE

The Contractor shall at all times during the Contract maintain in full force and effect Employer's Liability, Worker's Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage for the provisions of Section 8.00. All insurance shall be by insurers and for policy limits acceptable to the City of Southaven and before commencement of work hereunder the Contractor agrees to furnish the City of Southaven certificates of insurance or other evidence satisfactory to the City of Southaven to the effect that such insurance has been procured and is in force and that the City of Southaven has been listed as an additional insured. The certificates shall contain the following express obligations:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder."

For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

<u>Coverages</u>	<u>Limits of Liability</u>
Worker's Compensation	Statutory
Employer's Liability	\$500,000
Bodily Injury Liability Except Automobile	\$500,000 each occurrence; \$1,000,000 aggregate
Property Damage Liability Except	\$500,000 each occurrence; \$1,000,000

Southaven CPI Info

Series Id: CUUR0300SA0
 Not Seasonally Adjusted
 Area: South urban
 Item: All items
 Base Period: 1982-84=100

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	1st Half	2nd Half
2010	210.056	210.02	211.216	211.528	211.423	211.232	210.988	211.308	211.775	212.026	211.996	212.488	211.338	210.913	211.764
2011	213.589	214.735	217.214	218.82	219.82	219.318	219.682	220.471	220.371	219.969	219.961			217.249	
Net % Change	1.68%	2.25%	2.84%	3.45%	3.97%	3.83%	4.12%	4.34%	4.06%	3.75%				3.76%	

Series Id: APU00007471A
 Area: U.S. city average
 Item: Gasoline, all types, per gallon/3.785 liters

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
2010	2.779	2.709	2.829	2.906	2.915	2.783	2.783	2.795	2.754	2.843	2.899	3.031	
2011	3.139	3.215	3.594	3.863	3.982	3.753	3.703	3.68	3.664	3.521	3.475		
Net % Change	12.95%	18.68%	27.04%	32.93%	36.50%	34.85%	33.05%	31.66%	33.04%	23.85%	19.87%		

20% of Net % Change

6.61%

From: Kristi Faulkner
Sent: Friday, January 06, 2012 10:25 AM
To: boardmeeting
Subject: FW: Southaven for agenda (MDOT)

Importance: High

From: Greg Guy [<mailto:GregGuy@BankPlus.net>]
Sent: Friday, January 06, 2012 10:18 AM
To: Kristi Faulkner
Subject: FW: Southaven
Importance: High



Greg Guy
Vice President - DeSoto County
6644 Airways Blvd
Southaven, MS 38671
Office: (662)536-5392/ Internal: 460-6266
Cell: (901)870-0442
Fax: (662)536-5382
NMLS: 531555

The information contained in this message and any attachments are confidential and intended only for the named recipient(s).

From: Chris Wilson [<mailto:cwilson@southaven.org>]
Sent: Thursday, January 05, 2012 9:19 AM
To: Greg Guy
Subject: FW: Southaven
Importance: High

From: Johnson, Allyson A. [<mailto:aajohnson@mdot.state.msus>]
Sent: Wednesday, December 07, 2011 8:53 AM
To: Whitney Choat
Cc: Smith, Sharpie; Altman, Jeff; Battey, Randy; Copeland, Brian
Subject: RE: Southaven

Hello Whitney:

I did receive the audit release letter. I am so sorry for the delay, however I have been instructed to delay the formal award letter pending the satisfactory resolution of the current situation between the LPA and the Mississippi State Auditor's office. I hope this situation will be resolved soon and we can move forward with your project.

Sincerely,

Allyson

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