



**MEETING OF THE MAYOR AND BOARD OF ALDERMEN  
SOUTHAVEN, MISSISSIPPI  
CITY HALL  
OCTOBER 16, 2012  
6:00 p.m.  
AGENDA**

- 1. Call To Order**
- 2. Invocation**
- 3. Pledge Of Allegiance**
- 4. Approval Of Minutes: October 2, 2012**
- 5. Resolution Authorizing the Issuance of General Obligation Bonds in the Amount of \$2,875,000**
- 6. Resolution To Clean Private Property**
- 7. Surplus Property - SPD**
- 8. Planning Agenda**
- 9. Mayor's Report**
- 10. Citizen's Agenda**
- 11. Personnel Docket**
- 12. Committee Reports**
- 13. City Attorney's Legal Update**
- 14. Old Business**
- 15. Progress Reports**
- 16. Claims Docket**
- 17. Personnel & Litigation**

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

# Minutes, City of Southaven, Southaven, Mississippi



MEETING OF THE MAYOR AND BOARD OF ALDERMEN  
SOUTHAVEN, MISSISSIPPI  
CITY HALL  
OCTOBER 2, 2012  
6:00 p.m.  
AGENDA

1. Call To Order
2. Invocation
3. Pledge Of Allegiance
4. Approval Of Minutes: September 18, 2012
5. Tabled Motion: UrbanArch Contract
6. Emergency Purchase
7. Resolution/Contract To Purchase Property Located at 7980 Swinnea Road
8. Resolution To Clean Private Property
9. Planning Agenda: Item #1 Design elevations for Family Dollar on the northeast corner of W.E. Ross Pkwy and Church Road  
Item #2 Application by Tonya Beason for subdivision approval to revise Sawyer Estates Subdivision on the south side of Swinnea Lakes Drive, west of Swinnea  
Item #3 Application by WFR, LLC to rezone 10.38 acres of property on the north side of Goodman Road, east of Tchulahoma Road from Agricultural to Planned Commercial  
Item #4 Application by WFR, LLC for subdivision approval of a two lot subdivision on the north side of Goodman Road, east of Tchulahoma Road  
Item #5 Design elevations for Freds Store and Pharmacy on lot 1 of the Freds Goodman Subdivision on the north side of Goodman Road, east of Tchulahoma  
Item #6 Application by Mid-South Outlet Shops, LLC to amend the PUD text for the Plum Point Planned Unit Development Areas B, H and I on the north side of Church Road, on both the east and west sides of I-55  
Item #7 Application by WCA Development, LLC for subdivision approval of Plum Point Area H lots 1-7 on the north side of Church Road, east of I-55
10. Mayor's Report
11. Citizen's Agenda
12. Personnel Docket
13. Committee Reports
14. City Attorney's Legal Update
15. Old Business
16. Progress Reports
17. Claims Docket
18. Personnel & Litigation

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

# Minutes, City of Southaven, Southaven, Mississippi

## MINUTES OF THE REGULAR MEETING OF OCTOBER 2, 2012 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 2<sup>nd</sup> day of October, 2012 at six o'clock (6:00) p.m. at City Hall.

**Present were:**

Lorine Cady	Alderman, Ward 1
Ronnie Hale	Alderman, Ward 2
George Payne	Alderman, Ward 3
William Brooks	Alderman, Ward 4
Ricky Jobes	Alderman, Ward 5
Randall Huling, Jr.	Alderman, Ward 6

Alderman Guy was absent. Also present were Sheila Heath, City Clerk, Chris Wilson, City Administrator and Nick Manley, City Attorney. Approximately one hundred (100) other people were present.

Mayor Davis called the meeting to order. Alderman Cady led in prayer, followed by the Pledge of Allegiance led by Alderman Payne. Next, a motion was made by Alderman Cady to approve the minutes of the regular meeting of September 18, 2012 with any corrections, deletions, or additions necessary. There being none the motion was seconded by Alderman Huling. Motion was put to a vote and passed unanimously.

**Tabled Motion: UrbanArch Contract**

Alderman Huling made the motion to remove UrbanArch Contract from the table. Motion was seconded by Alderman Brooks. Motion was put to vote and passed unanimously. Mayor Davis stated that the contract is back in front of this Board. He stated that this is the contract that deals with the Senior Services Building. Alderman Huling made the motion to amend the original motion to allow the Mayor to enter into a contract with UrbanArch for the Senior Adult Building and the Tennis Complex in the amount not to exceed 6 ½ % of the total project or \$630,000.00 upon contingent approval of the Nick Manley, City Attorney. Motion was seconded by Alderman Cady. Mayor Davis reported that this is for the plans only; it will be back before the Board before any construction will start, on ways to fund it. Alderman Huling stated that the Parks Department has done extensive studies and gone through and analyzed all the facilities managed by the Parks Department and incorporated all those needs into this facility. Alderman Huling stated that it is \$5.0 million for the building and \$2.0 million for the infrastructure. Alderman Cady stated that it is time that the City support the seniors and that they turned out heavy on the Penny for the Parks election and voted it in. At this point when they have an event, they have to go to several different locations. Alderman Cady stated that the seniors do so much for the community, and it is time we give back and they have waited long enough. Mr.

# Minutes, City of Southaven, Southaven, Mississippi

---

---

Marion Vinton, Woodland Drive asked if the \$630,000.00 included all the design fees. Mayor Davis stated that it did. Mr. Vinton asked who from the City would be able to put input into the design. Mayor Davis reported that the seniors would have a chance to look at it as well as the Parks Director and the Board of Aldermen. Mr. Vinton then asked if UrbanArch has ever designed a seniors building. Mayor Davis reported that they have. Next, the motion for the amendment to the main motion was put to a vote and passed unanimously. Next, the motion as amended was put to vote and passed unanimously. This motion also carried and the plans for the Senior Building will move forward.

Next, Alderman Huling made the motion for the Mayor and the Parks Department to submit an RFP for approval and design of the spray park. Motion was seconded by Alderman Payne. Alderman Huling stated that after reviewing spray parks, it appears to be approximately \$1.0 million with \$500,000.00 for infrastructure. Motion was put to vote and passed unanimously.

Next, Alderman Brooks made the motion that this Board allow Mayor Davis to expend the necessary tourism funds in accordance to special litigation and for the promotion of the City of Southaven, to take a special delegation to Jackson the next legislative session to encourage the State Legislator to remove the current repealer that was put on the current tourism tax. Motion was seconded by Alderman Cady. Motion was put to vote and passed unanimously.

Next, Mayor Davis asked to move the Veto up on the agenda and handle it now. Mayor Davis asked for any objections, none recorded.

Mayor Davis stated that he has vetoed the motion from the September 4, 2012 meeting and this Board has received a copy of it. His veto stated "that any future expansion, improvements, plans, design work, fees or expenses involving the Senior Service Building must be presented to and approved by the Board before moving forward with this and any future projects". Mayor Davis asked if there was a motion to override his veto. There was not a motion to override. Mayor Davis stated that the motion was upheld, and the veto will stand and the Senior Service Building will move forward as planned.

Mayor Davis recessed the meeting for enough time for the crowd to disburse.

Mayor Davis called the meeting back to order.

## **EMERGENCY PURCHASE**

Mayor Davis reported that they have a copy of the emergency purchase for the bridge on Stateline Road, west of Highway 51. The bridge was in bad need of repair. The pilings underneath are breaking. Alderman Hale made the motion to enter the emergency purchase into the minutes. Motion was seconded by Alderman Cady. Motion was put to vote and passed unanimously.

## **RESOLUTION / CONTRACT TO PURCHASE PROPERTY LOCATED AT 7980 SWINNEA ROAD**

### **RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI TO PURCHASE**

# Minutes, City of Southaven, Southaven, Mississippi

## PROPERTY LOCATED AT 7980 SWINNEA ROAD

The Mayor and Board of Aldermen of the City of Southaven, Mississippi (the "City"), considered the matter of purchasing a certain tract of real estate known as 7980 Swinnea Road, Southaven, DeSoto County, Mississippi, together with all improvements, fixtures, equipment and structures thereon (the "Property").

Thereupon Alderman Hale offered and moved the adoption of the following resolution:

### RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI TO PURCHASE PROPERTY LOCATED AT 7980 SWINNEA ROAD

**WHEREAS**, P.I.T., LLC, a Mississippi limited liability company, ("Seller") currently owns the Property; and

**WHEREAS**, pursuant to a Lease Agreement dated August 1, 2009 (the "Lease"), an approximately 11,000 square feet fire station facility which has been constructed for, leased to, and is currently occupied by the City; and

**WHEREAS**, the Lease gave City the option to purchase the Property after the initial thirteen (13) months of the Lease term; and

**WHEREAS**, Seller desires to sell the Property to the City in accordance with the applicable Mississippi Statutes and Lease Agreement dated August 1, 2009; and

**WHEREAS**, the City, pursuant to Mississippi Code 43-37-3, has obtained an appraisal for the Property in the amount of Three Million, Two Hundred Thousand Dollars and 00/100 (\$3,200,000.00); and

**WHEREAS**, the City, under its powers set forth in Mississippi Code 21-17-1, desires to purchase the Property for the appraised amount of \$3,200,000.00.

**NOW, THEREFORE, BE IT RESOLVED**, that the City approves the purchase of the Property in the amount of \$3,200,000.00; and

**BE IT FURTHER RESOLVED**, that the Mayor of the City and City Clerk are hereby authorized, in accordance with this Resolution, to enter into and execute any and all appropriate documents or contracts, and to undertake and perform any and all other necessary or appropriate action to implement this Resolution.

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

Alderman Greg Guy

ABSENT

# Minutes, City of Southaven, Southaven, Mississippi

Alderman Lorine Cady	YEA
Alderman Ronnie Hale	YEA
Alderman George Payne	YEA
Alderman William Brooks	YEA
Alderman Ricky Jobes	YEA
Alderman Randall Huling	YEA

Having received a majority of affirmative votes, the Mayor declared that the Resolution was carried and adopted as set forth above on this the 2nd day of October, 2012.

## CONTRACT FOR THE SALE OF REAL ESTATE

THIS CONTRACT, entered into by and between **P.I.T., LLC**, a Mississippi limited liability company, hereinafter referred to as "Seller", and the **CITY OF SOUTHAVEN** and or Assigns, hereinafter referred to as "Purchaser", effective as of the \_\_\_\_ day of October, 2012, for the purposes hereinafter stated;

### WITNESSETH:

**WHEREAS**, Seller owns a certain tract of real estate known as 7980 Swinnea Road, Southaven, DeSoto County, Mississippi, together with all improvements, fixtures, equipment and structures thereon (the "Property");

**WHEREAS**, pursuant to a Lease Agreement date as of August 1, 2009 (the "Lease"), an approximately 11,000 square feet fire station facility which has been constructed for, leased to, and is currently occupied by Purchaser;

**WHEREAS**, the Lease gave Purchaser the option to purchase the Property after the initial thirteen (13) months of the Lease term;

**WHEREAS**, Seller desires to sell the Property and Purchaser wishes to buy the Property upon the terms and conditions hereinafter set forth;

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements herein contained, Seller covenants and agrees to sell the Property with any improvements thereon, or cause it to be conveyed, by good and sufficient warranty deed, to Purchaser or to such person or persons as Purchaser may designate; Purchaser, however, shall not be released from any of Purchaser's agreements and undertakings as set forth herein, unless otherwise stated, and Purchaser covenants and agrees that Purchaser or Purchaser's assignee shall purchase and accept the Property for the purchase price provided in Paragraph 2 below and upon the following terms and conditions:

1. **Deposit.** Purchaser has previously deposited a security deposit in the amount of Five Hundred Thousand and No/100 Dollars (\$500,000.00) with Seller under the terms of the Lease (the "Deposit") which sum is being held in a

# Minutes, City of Southaven, Southaven, Mississippi

certificate of deposit with Bancorp South Bank. If the purchase and sale of the Property as contemplated hereunder is consummated, the Deposit shall be applied as a credit on the purchase price due from Purchaser at closing. If the purchase and sale of the Property as contemplated hereunder is not consummated because of a default under this Agreement by either party, including failure of title to the Property to be in the condition required by Paragraph 10, the Deposit shall continue to serve as a Security Deposit under the Lease.

2. **Purchase Price.** The purchase price for the Property shall be THREE MILLION TWO HUNDRED THOUSAND and NO/100 DOLLARS (\$3,200,000.00). The purchase price for the Property (on which the Deposit shall be a credit) shall be paid in cash at closing by cashier's check or wire transfer.

3. **Warranties.** (a) Seller warrants as an inducement to purchase of the Property by Purchaser that:

- (i) Seller has full power and authority to enter into this Contract and to perform all of its obligations hereunder. The execution and delivery of this Contract and the performance by Seller of its obligations hereunder have been duly authorized by all requisite action and no further action or approval is required in order to constitute this Contract as a binding and enforceable obligation of Seller;
- (ii) Seller has no knowledge of any pending or threatened condemnation or taking with respect to the Property;
- (iii) Seller represents that Seller has good and merchantable title to the Property and full right to sell and convey the same to Purchaser in this transaction; and
- (iv) Seller is not a "foreign person" as defined by the Foreign Investment in Real Property Tax Act of 1980.

(b) Purchaser warrants as an inducement to sell the Property by Seller that:

- (i) Purchaser has full power and authority to enter into this Contract and to perform all of its obligations hereunder. The execution and delivery of this Contract and the performance by Purchaser of its obligations hereunder have been duly authorized by all requisite action and no further action or approval is required in order to constitute this Contract as a binding and enforceable obligation of Purchaser; and
- (ii) As of the date hereof, (i) the Lease is in full force and effect, (ii) there are no defaults or events that with the passage of time or notice would constitute a default by Seller or Purchaser under the Lease and (iii) to the best knowledge of Purchaser, Seller is in full compliance with all of the terms, conditions and covenants of the Lease.
- (iii) Purchaser shall make all necessary applications and filings to obtain general obligation bonds for funding this project on or before 45 days after the

# Minutes, City of Southaven, Southaven, Mississippi

effective date of this contract. Obtaining approval or validation of the bonds shall be a condition precedent to closing.

4. **Seller's Warranties with Respect to Environmental Laws.**

Seller hereby represents to Purchaser that Seller has no actual knowledge or information that the Property is the subject of any judicial or administrative notice or action relating to hazardous waste or environmental contamination or cleanup and that Seller has received no notice of any claim, violation of any law or regulation having to do with environmental protection. Seller further represents, except as disclosed to Purchaser prior to this contract or arising from Purchaser's use and operation of the Property, that Seller has no knowledge or information that hazardous or toxic substances have been stored, processed or disposed of on or released or discharged from or onto the Property. Seller shall furnish to Purchaser all environmental reports with respect to the Property in Seller's possession or accessible to Seller within five (5) days of acceptance of this contract by Seller. Purchaser shall pay for any environmental reports ordered by Purchaser.

5. **Notices.** Any notices required or permitted to be given hereunder shall be in writing and shall be effective upon actual delivery or upon deposit in the U.S. mail, postage prepaid, registered or certified mail, and delivered, or in the case of mailing, addressed to the respective parties at the following addresses:

**If to Seller:**

P.I.T, LLC  
P.O. Box 492  
Southaven, MS 38671

**If to Purchaser:**

City of Southaven  
8710 Northeast Drive  
Southaven, MS 38671

6. **Closing.** If this contract has not been earlier terminated pursuant to its terms, closing shall be held on or before 15 days after the issuance of the general obligation bonds or 60 days from the effective date, whichever is earlier. Closing shall be held at a place as mutually agreed upon.

Purchaser or its agents shall have the right to enter upon the Property prior to closing for purposes of making soil tests, doing engineering and survey work. In the event this contract is canceled or fails to close due to default of Purchaser, Purchaser agrees to return the property to its condition prior to inspections.

Rents are to be prorated as of 12:01 a.m. on the date of closing. If closing shall occur other than on the final day of a calendar month, Purchaser shall be entitled to a credit of any remaining rent allocated to the period from the closing date through the end of that calendar month. All prior unpaid taxes or liens arising during the term of the Lease are to be paid by Purchaser. Purchaser is the current tenant of the Property and responsible for payment of real estate taxes on the Property under the terms of the Lease. Therefore there shall be no proration of real estate taxes at Closing.

# Minutes, City of Southaven, Southaven, Mississippi

Title is to be conveyed subject to such restrictions, easements and covenants of record not objected to as provided in Paragraph 9 hereof and subject to zoning ordinances or laws of any governmental authority.

Settlement and payment of the purchase price shall be made upon presentation of a good and valid warranty deed with the usual covenants of seizing, title, quiet possession and against encumbrances, and conveying a good and merchantable title. The deed or other conveyance documents shall convey all of Seller's rights, privileges and easements appurtenant to the Property. At closing, the Lease shall be deemed terminated with neither party having any rights, duties or obligations under the Lease.

Seller agrees to deliver the portions of the Property set out in Section 7(b) of the Lease (Landlord's Obligations) in good condition as of the closing date. Under the terms of Section 7(d) of the Lease (Maintenance Obligations), Purchaser is responsible for repairs and maintenance of the Property as more particularly set out therein. Purchaser acknowledges that Seller is conveying the portion of the improvements other than those described in Section 7(b) in "as is" condition.

## 7. Conditions to Obligations.

(a) It shall be a condition to Purchaser's obligations hereunder that:

- (i) all of the representations and warranties of Seller contained herein shall be true as of the closing date, and Seller shall furnish a certificate to such effect at closing; and
- (ii) title to the Property shall be in the condition required in Paragraph 9 below.

(b) It shall be a condition to Seller's obligations hereunder that:

all of the representations and warranties of Purchaser contained herein shall be true as of the closing date, and Purchaser shall furnish a certificate to such effect at closing.

8. Purchaser's Inspection. Purchaser shall have until thirty (30) days from the date this contract is fully executed to complete Purchaser's inspection of the Property (the "Inspection Period") and to determine, whether to purchase the Property pursuant to the terms hereof. During the Inspection Period, Purchaser shall have the right, at all reasonable times, to enter upon the Property for the purpose of making such studies tests and inspections that Purchaser deems necessary, including, without limitation, engineering, testing and inspection, environmental testing, soil testing, boring, survey and appraisal.

If on or before the date of expiration of the Inspection Period, Purchaser gives written notice to Seller that it has determined that the Property is not suitable for Purchaser's intended purpose and that it elects not to purchase the

# Minutes, City of Southaven, Southaven, Mississippi

Property in accordance with the terms of this contract, then this contract shall be held to be null and void and the parties shall affirm and ratify the terms of the Lease.

9. **Seller's Reports.** Seller shall deliver to Purchaser within fifteen (15) days from the execution date of this contract a copy of all inspection reports, surveys, title reports, title insurance policies, geo-technical reports, or any other reports, plans and specifications, and appraisal of the premises in its possession as it relates to the property subject hereto.

10. **Title Commitment.** Title to the Property shall be good, merchantable, fee simple and unencumbered. Within ten (10) days after execution of this contract, Purchaser shall obtain a commitment for an owner's title insurance policy on the Property from a title insurance company authorized to do business in the State of Mississippi, and shall be designated by Purchaser's attorney in the amount of the purchase price and shall have ten (10) days from receipt of such commitment to examine title and notify Seller of any defects therein. Seller shall have ten (10) days from receipt of such notice of any defects in which to cure the same. It is understood and agreed that if title is not good and has not or cannot be made good by Seller within ten (10) days after written notice has been given by Purchaser to Seller that title is defective, specifically pointing out the defects, then Purchaser may, at its option, either (a) elect to purchase the Property subject to such defect in title or (b) elect not to purchase the Property, in which event the Lease shall continue in full force and effect, and the Deposit shall serve as the Security Deposit under the Lease and neither party shall have any further claim against the other under this contract. If this contract fails to close pursuant to the terms hereof, the Deposit shall held by Seller as the original escrow deposit (security deposit) under that Lease dated August 1, 2009. The terms and obligations of said lease shall be continued thereafter. In the event that this closing takes place the lease and the obligations thereof shall terminate thereon. The prevailing party in any action to enforce this Contract shall be entitled to collect reasonable attorneys' fees and expenses.

11. **Expenses.** Purchaser is to pay for recording of the warranty deed, the premium for the owner's title insurance policy to be obtained by Purchaser, the cost of any survey and costs associated with any financing obtained by Purchaser. Seller is to pay for title search. Each party shall pay the fees and expenses of the attorney engaged to represent it except as above provided.

12. **Brokerage.** The parties acknowledge that neither party has used the services of a real estate broker in the sale contemplated herein. Seller agrees to hold Purchaser harmless against all claims for broker's commissions or finder's fees in connection with this sale made by persons claiming to have been engaged by Seller. Purchaser shall hold Seller harmless as against any persons claiming a broker's commission or finder's fee by virtue of Purchaser's actions.

13. **Offer/Acceptance.** This writing when signed by Seller shall constitute an offer which shall expire of its own terms if not accepted by Purchaser prior to 5:00 P.M. Central time on October \_\_\_\_, 2012.

14. **Governing Law.** This Contract shall be governed by, and construed and enforced in accordance with, the laws of the State of Mississippi.

# Minutes, City of Southaven, Southaven, Mississippi

15. **Counterpart Originals**. This agreement may be signed in counterparts which, taken together, shall constitute one original binding agreement.

16 **Miscellaneous**.

(a) Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

(b) This writing includes the entire agreement between the parties with respect to the transactions covered hereby. No modification or amendment hereto shall be effective unless in writing and signed by both parties.

17. **Conditions Precedent To Closing**

(a) This closing is subject to Purchaser receiving an appraisal for the sale price hereto from a commercially designated appraiser, with a MIA commercial designation for properties of this type.

(b) Approval of survey, inspection reports, title reports, title insurance policies, geo technical reports, or any other reports, plans and specifications as provided by seller pursuant to Paragraph 8.

(c) Issuance and approval of a commitment for owner's title insurance policy in the amount of the purchase price with the Schedule B exceptions as pursuant to Addendum A hereto.

(INTENTIONALLY LEFT BLANK)

# Minutes, City of Southaven, Southaven, Mississippi

WITNESS the signature of all parties the day and year above written.

**SELLER:**

P.I.T., LLC,  
a Mississippi limited liability company

By: \_\_\_\_\_

Title: \_\_\_\_\_

**PURCHASER:**

CITY OF SOUTHAVEN

By: \_\_\_\_\_

Title: \_\_\_\_\_

**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: **2668 Olivia Lane, 2109 Cresthill Drive, 3298 Forest Bend Drive, 1839 Roy Drive, 8140 Martin Drive, 7701 Chesterfield Drive South, 7710 Chesterfield Drive South, 2749 Greencliff Drive, 2645 Markston Cove**, 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

# Minutes, City of Southaven, Southaven, Mississippi

of a hearing before the Mayor and Board of Aldermen on **Tuesday, October 2, 2012**, by United States mail and by posting said notice, to determine whether or not the said parcel of land were in such a state of uncleanliness as to be a menace to the public health and safety of the community.

**WHEREAS**, none of the owners of the above described parcel of land appeared at the meeting of the Mayor and Board of Aldermen on **Tuesday, October 2, 2012**, 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: **2668 Olivia Lane, 2109 Cresthill Drive, 3298 Forest Bend Drive, 1839 Roy Drive, 8140 Martin Drive, 7701 Chesterfield Drive South, 7710 Chesterfield Drive South, 2749 Greencliff Drive, 2645 Markston Cove** is deemed in the existing condition to be a menace to the public health and safety of the community.

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

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

<b>ALDERMAN</b>	<b>VOTED</b>
Alderman Greg Guy	ABSENT
Alderman Lorine Cady	YEA
Alderman Ronnie Hale	YEA

# Minutes, City of Southaven, Southaven, Mississippi

Alderman George Payne	YEA
Alderman William Brooks	YEA
Alderman Ricky Jobes	YEA
Alderman Randall T. Huling, Jr.	YEA

The Resolution, having received a majority vote of all Aldermen present, was declared adopted on this, the **2nd day of October, 2012.**

## **PLANNING AGENDA**

Planning Agenda will be presented by Mrs. Whitney Cheat-Cook, Planning Director.

**Item #1** Design elevations for Family Dollar on the northeast corner of W.E. Ross Pkwy. and Church Road. Mrs. Choate-Cook stated that they have worked with the Aldermen, Mayor and herself on this design. Planning Commission did approve this item unanimously. Alderman Brooks made the motion to approve Item #1 as presented to this Board. Motion was seconded by Alderman Huling. Motion was put to vote and passed unanimously.

**Item #2** Application by Tonya Beason for subdivision approval to revise Sawyer Estates Subdivision on the south side of Swinnea Lakes Drive, west of Swinnea. The applicant is purchasing lots 2 and 3 of the existing recorded subdivision, which both encompass 1.00 acres. The applicant is requesting to merge the two lots into one 2.00 acre lot. This is still in compliance with low density residential. Planning Commission did approve Item #2 unanimously. Alderman Huling made the motion to approve Item#2 as presented to this Board. Motion was seconded by Alderman Payne. Motion was put to vote and passed unanimously.

**ITEM #3** Application by WFR, LLC to rezone 10.38 acres of property on the north side of Goodman Road, east of Tchulahoma Road from Agricultural to Planned Commercial. The comprehensive plan shows that it is commercially zoned. All the property will abut Goodman Road. Planning Commission did approve this item unanimously. Alderman Huling made the motion to approved Item #3 as presented to this Board. Motion was seconded by Alderman Cady. Alderman Hale asked if they got the elevation correct. Mrs. Choate-Cook stated that they did. Motion was put to vote and passed unanimously.

**ITEM #4** Application by WFR, LLC for subdivision approval of a two lot subdivision on the north side of Goodman Road, east of Tchulahoma. Planning Commission did approve this item unanimously. Alderman Huling made the motion to approve Item #4 as presented to this Board. Motion was seconded by Alderman Cady. Motion was put to vote and passed unanimously.

**ITEM #5** Design elevations for Fred's Store and Pharmacy on lot 1 of the Fred's Goodman Subdivision on the north side of Goodman Road, east of Tchulahoma. Alderman Huling made the motion to approve Item #5 as presented

# Minutes, City of Southaven, Southaven, Mississippi

to this Board. Motion was seconded by Alderman Cady. Motion was put to vote and passed unanimously.

**ITEM #6** Application by Mid-South Outlet Shops, LLC to amend the PUD text for the Plum Point planned Unit Development Areas B, H and I on the north side of Church Road, on both the east and west sides of I-55. One is for the proposed outlet mall. They are asking for some modification for uses. They propose some parking changes and sign changes. Staff recommendations are that they make some changes to some uses they put in. They have Hotel / Motel /Lodges and they were asked to remove motel / lodges. They were asked to remove multi-family residential. They were asked to remove assembly and manufacturing, machine shops, sale of used goods. They were asked for classification on licensing and permitting on weapon stores. Planning Commission approved this item unanimously. Alderman Huling made the motion to approve Item #6 as presented to this Board. Motion was seconded by Alderman Brooks. Motion was put to vote and passed unanimously.

**ITEM #7** Application by WCA Development, LLC for subdivision approval of Plum Point Area H lots 1-7 on the north side of Church Road, east of I-55. This is the out parcels and the main two lots. There are five out parcels and two main lots. This item is very standard with the subdivision. Planning Commission did approve this item unanimously. Alderman Huling made the motion to approve item #7 as presented to this Board. Motion was seconded by Alderman Brooks. Motion was put to vote and passed unanimously.

## INFORMATION TECHNOLOGY DEPARTMENT-INTERNET SERVICE

Mr. Chris Shelton came before the Board of Aldermen tonight to request permission to invoke an exit strategy for Magnolia Wave. He reported that Magnolia Wave started in 2003 when there was a need for more options for citizens and city departments for internet service providers. Since the implementation of Magnolia Wave, advances in technology now require greater bandwidth than previously imagined. Alderman Cady made the motion to take the recommendation of the IT Director and start phasing out Magnolia Wave. Motion was seconded by Alderman Brooks. Alderman Payne thanked him for his hard work the last couple years with Magnolia Wave. Mayor Davis reported that there are several providers for the internet, and we need to give our customers approximately 90-120 days to contact them. Motion was put to vote and unanimously.

## MAYOR'S REPORT

Mayor Davis reported that Mr. Wilson has sent them the fund balance account draft policy. This is exactly what we are doing, just puts it in a policy format. This policy goes to the bond rating companies that makes them feel more comfortable if it is a policy. He stated that they could adopt this tonight or wait until they have had more time to review it. Alderman Hale made the motion to approve the fund balance policy as presented. Motion was seconded by Alderman Huling. Motion was put to vote and passed unanimously.

COPY OF THE DRAFT AS FOLLOWS:

# Minutes, City of Southaven, Southaven, Mississippi

## City of Southaven, Mississippi Fund Balance Policy in Accordance with GASB Statement No. 54

### ***Purpose.***

The following policy has been adopted by the Southaven Board of Alderman in order to address the implications of Governmental Accounting Standards Board ("GASB") Statement No. 54, Fund Balance Reporting and Governmental Fund Definitions. The policy is created in consideration of unanticipated events that could adversely affect the financial condition of the City of Southaven and jeopardize the continuation of necessary public services. This policy will ensure that the City of Southaven maintains adequate fund balances and reserves in order to:

- a. Provide sufficient cash flow for daily financial needs,
- b. Secure and maintain investment grade bond ratings,
- c. Offset significant economic downturns or revenue shortfalls, and
- d. Provide funds for unforeseen expenditures related to emergencies.

This policy and the procedures promulgated under it supersede all previous regulations regarding the City of Southaven's fund balance and reserve policies.

### ***Definitions***

***Fund Type Definitions.*** The following definitions will be used in reporting activity in governmental funds across the City of Southaven. The City may or may not report all fund types in any given reporting period based on actual circumstances and activity.

**General Fund** – The General Fund is used to account for all financial resources not accounted for in other funds. Most of the City's basic services are accounted for in the general fund.

**Proprietary funds** – Proprietary funds are used to account for operating revenues and expenditures resulting from providing services. The City has one type of proprietary fund, Enterprise Funds. The City uses enterprise funds to account for its water and sewer and sanitation services and operations.

**Debt Service Funds** – Debt Service Funds are used to account for all financial resources restricted, committed or assigned to expenditure for principal and interest.

**Capital Projects Fund** – Capital project funds are used to account for all financial resources restricted, committed or assigned to expenditure for the acquisition or construction of capital assets

**Special Revenue Fund** – Special Revenue funds are used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditure for specified purposes other than debt service or capital projects. The

# Minutes, City of Southaven, Southaven, Mississippi

term "proceeds of specific revenue sources" establishes that one or more specific restricted or committed revenues should be the foundation for a special revenue fund.

**Fund Balance.** Net assets, or the difference between assets and liabilities in a governmental fund, is considered Fund Balance.

The Governmental Accounting Standards Board ("GASB"), who establishes financial reporting rules for governments, separates fund balance into five classifications that comprise a hierarchy based on primarily on the restrictions placed on the funds.

1. *Non-spendable* – Non-spendable fund balance consists of funds that cannot be spent due to their form (e.g. inventories and prepaid expenses).
2. *Restricted* – Restricted fund balance consists of funds that are mandated for a specific purpose by external parties, constitutional provisions or enabling legislation (e.g. penny for the parks)
3. *Committed* - Committed fund balance consists of funds that are set aside for a specific purpose by the City's highest level of decision making. Formal action must be taken by the end of the fiscal year to commit fund balances. The same formal action must be taken to remove or change the limitations placed on the funds.
4. *Assigned* – Assigned fund balance consists of funds that are set aside with the intent to be used for a specific purpose by the City's highest level of decision making authority or body or official that has been given the authority to assign funds. Assigned funds cannot cause a deficit in unassigned fund balance.
5. *Unassigned* – Unassigned fund balance consists of excess funds that have not been classified in the previous four categories. All funds in this category are considered spendable resources. This category also provides the resources necessary to meet unexpected expenditures and revenue shortfalls.

## **Policy**

See definition above for Non-spendable and Restricted Fund Balances. Due to the nature of restrictions, the definitions are sufficient in determining the balances in these funds.

## **Committed Fund Balance**

The Board of Aldermen, as the City's highest level of decision making authority, may commit fund balance for specific purposes pursuant to constraints imposed by formal actions taken, such a majority vote or resolution. These commitments cannot be used for any other purpose unless the Board of Aldermen removes or changes the specific use through the same type of formal action taken to establish the commitment.

## **Assigned Fund Balance**

# Minutes, City of Southaven, Southaven, Mississippi

---

---

Amounts that are constrained by the City's intent to be used for specific purposes but are neither restricted nor committed should be reported as assigned fund balance. This policy hereby delegates the authority to assign amounts to be used for specific purposes to the Chief Administrative Officer for the purpose of reporting these amounts in the annual financial statements. If there is a negative unassigned fund balance there should be no assigned fund balance designation.

## **Unassigned Fund Balance**

Residual net resources, or the balance after restricted, committed and assigned are classified as unassigned fund balance. It is the goal of the City to achieve and maintain an unassigned General Fund balance of a minimum of 12% of General Fund expenditures. This minimum fund balance is to protect against cash flow shortfalls related to timing of projected revenue receipts and to maintain a budget stabilization commitment.

When the fund balance falls below the minimum percent range, the City of Southaven will replenish shortages/deficiencies in a period not to exceed five years by reducing expenditures and/or increasing revenues.

Should the fund balance of the General fund ever exceed the 12% range, the City will consider such fund balance surpluses for one time expenditures that are nonrecurring in nature which will not require additional future expense outlays for maintenance, additional staffing for other recurring expenditures.

Compliance with the provisions of this policy shall be reviewed annually by the Board of Aldermen.

Next, Mayor Davis reported that the week of October 15-19, 2012 has been proclaimed as Storm Water Week.

Next, Mayor Davis reported that the easement has been signed and recorded so the City can move forward with the drainage project in Summerwood.

Next, Mayor Davis reported that Saturday, October 6, 2012, from 1-6 is Southaven's 4<sup>th</sup> annual Fire and Safety Day.

## **CITIZEN'S AGENDA:**

Mayor Davis opened the floor for the Citizen's Agenda.

Mr. Ed Portis, 1943 Winners Circle South. He has a problem with the sanitation service. He stated that he contacted Alderman Jobs regarding his neighbor having an over filled garbage container. He reported his neighbor the week of 9/6/12 and nothing was done. Two days later, after not receiving a return phone call, he came to City Hall in the Planning Office. He was sent to see Mr. Bradley Wallace, and he was not in. The week of 9/13/12 he had the same problem with his neighbor. Again, nothing was done. Then, he contacted Mr. Jobs and he told him what his problem was and Mr. Jobs came by and gave him a copy of the Sanitation Ordinance. Then, on the week of 9/20/12 he came in and complained again and nothing happened again. He made a few recommendations to the

# Minutes, City of Southaven, Southaven, Mississippi

Sanitation ordinance and handed them out to the Board. After a discussion, Mr. Portis thanked the Board for any help they could give him.

Mr. Jim Hertter 3668 Castle Pointe. Mr. Hertter asked about the Senior Center. He asked if the total fee included the architectural engineering. Mayor Davis stated that it did, that it was total design. He stated that in addition to or in lieu of taking people to Jackson to try to remove the repealer, you may do a petition drive. Mayor Davis told Mr. Hertter that was a great idea and that he would get to work on it tomorrow.

## PERSONNEL DOCKET

Personnel Docket 10/02/2012				
<b>Payroll Additions</b>	<b>Position</b>	<b>Department</b>	<b>Effective Date</b>	<b>Rate of Pay</b>
Daniel Kelly	Clerk	City Clerk - 155	10/8/2012	\$10.00
<b>Payroll Deletions</b>	<b>Position</b>	<b>Department</b>	<b>Termination Date</b>	<b>Rate of Pay</b>
James Stallcup	Laborer	Parks -411	9/30/2012 - resigned	\$10.25
<b>Promotions</b>	<b>Position Promoted To</b>	<b>Department</b>	<b>Effective Date</b>	<b>Rate of Pay</b>
Arlbon Crudup	Full Time Laborer	Parks - 411	10/8/2012	\$11.00
Gary Greg	Full Time Laborer	Parks - 411	10/8/2012	\$11.00
Stacy Barnett	Full Time Code Enforcement Officer	MCE - 511	10/8/2012	\$10.00
<b>Suspensions</b>	<b>Department</b>	<b>Length</b>	<b>Effective Date</b>	
Fred Sims	Police - 211	1 day	10/5/2012	

Alderman Jobes made the motion to approve the Personnel Docket as presented to this Board. Motion was seconded by Alderman Cady. Motion was put to vote and passed unanimously.

## COMMITTEE REPORTS

Alderman Brooks reported that Mr. Wes Brown reviewed the city's health insurance contract quotes. Mr. Brown met with Mr. Mark Merritte, and he quoted a real good price on the city's health insurance plan for the next 12 months. Mr. Merritte did not have an increase in the premiums this year. Alderman Brooks made the motion to stay with Aetna with no increase. Motion was seconded by Alderman Jobes. After a discussion the motion was put to vote and passed unanimously.

Next, Alderman Brooks reported that Saturday, October 6, 2012, at the Lander's Center is the 2<sup>nd</sup> Annual Mid-South Wounded Warriors Rally. All the proceeds go to help the wounded warriors. He stated that it is a wonderful cause and the events start at 7:30 and concerts starts at 1 p.m.

# Minutes, City of Southaven, Southaven, Mississippi

Next, Mayor Davis asks to allow Alderman Hale and Alderman Jobses to attend the National League of Cities Conference. Alderman Payne made the motion to allow Alderman Hale and Alderman Jobses to attend the NLC Conference. Motion was seconded by Alderman Cady. Motion was put to vote and passed unanimously. Next, Mayor Davis stated that this Board needs to delegate an Alderman to vote on behalf of the City. Alderman Brooks made the motion to designate Alderman Jobses as the primary voting delegate and Alderman Hale as alternate voter. Motion was seconded Payne. Motion was put to vote and passed unanimously.

Next, Alderman Brooks made a motion to allow Mayor and the Parks Committee to attend the National Parks Conference in accordance with the city's travel policy. Motion was seconded by Alderman Huling. Alderman Jobses asked where the conference would be and Mayor Davis told him it is in Orlando, FL, November 12-16, 2012. Motion was put to vote and passed unanimously.

## CITY ATTORNEY'S LEGAL UPDATE

NO City Attorney's Legal Update

## OLD BUSINESS

No Old Business

## PROGRESS REPORTS

No Progress Report

## CLAIMS DOCKET: FY 2012

A motion was made by Alderman Jobses to approve the Claims Docket of October 2, 2012, including demand checks and payroll in the amount of \$1,249,123.73. This is the F/Y 2012 docket Motion was seconded by Alderman Huling.

Excluding voucher numbers:

188917, 188919, 189046, 189240, 289241, 189242, 189246, 189247, 189248, 189255, 189441, 189442, 189447, 189448, 189449, 1789450, 189451, 189452, 189453, 189454, 189455, 189456, 189702, 189730, 189731, 189732, 189733, 189734, 189735,

Roll call was as follows:

ALDERMAN	VOTED
Alderman Guy	ABSENT
Alderman Cady	YEA
Alderman Hale	YEA
Alderman Payne	YEA
Alderman Brooks	YEA
Alderman Jobses	YEA

# Minutes, City of Southaven, Southaven, Mississippi

Alderman Huling

YEA

Having received a majority of affirmative votes, the Mayor declared that the motion was carried and approved for payment on this the 2<sup>nd</sup> day of October, 2012.

## CLAIMS DOCKET: FY 2013

Next, A motion was made by Alderman Jobs to approve the Claims Docket of October 2, 2012, including demand checks and payroll in the amount of \$2,919,388.75. This is the F/Y 2013 docket. Motion was seconded by Alderman Hale.

Roll call was as follows:

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

Having received a majority of affirmative votes, the Mayor declared that the motion was carried and approved for payment on this the 2<sup>nd</sup> day of October, 2012.

## PERSONNEL AND LITIGATION

Next, motion was made by Alderman Cady 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 Brooks made the motion to go into Executive Session for the purpose of discussing litigation. Motion was seconded by Alderman Hale. Motion was put to a vote by the raise of hands and passed unanimously.

Alderman Cady made the motion to wave the assessment for Adams Homes on the one lot located in Cherry Tree Subdivision South. Motion was seconded by Alderman Payne. Motion was put to vote and passed unanimously.

Alderman Payne made the motion to take the recommendation of Nick Manley, City Attorney, and settle the easement case on Elmore Road, City of Southaven vs Cavagnaro, matter for \$42,500.00. Motion was seconded by Alderman Brooks. Motion was put to vote and passed unanimously.

Mayor Davis called the meeting back to order.

There being no further business to come before the Board of Aldermen, a motion was made by Alderman Brooks to adjourn. Motion was seconded by

# Minutes, City of Southaven, Southaven, Mississippi

---

---

Alderman Cady. Motion was put to a vote and passed unanimously, October 2, 2012 at 7:20 p.m.

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

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

(Seal)

# Minutes, City of Southaven, Southaven, Mississippi

## RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI TO PURCHASE PROPERTY LOCATED AT 7980 SWINNEA ROAD

The Mayor and Board of Aldermen of the City of Southaven, Mississippi (the "City"), considered the matter of purchasing a certain tract of real estate known as 7980 Swinnea Road, Southaven, DeSoto County, Mississippi, together with all improvements, fixtures, equipment and structures thereon (the "Property").

Thereupon Alderman Hale offered and moved the adoption of the following resolution:

## RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI TO PURCHASE PROPERTY LOCATED AT 7980 SWINNEA ROAD

**WHEREAS**, P.I.T., LLC, a Mississippi limited liability company, ("Seller") currently owns the Property; and

**WHEREAS**, pursuant to a Lease Agreement dated August 1, 2009 (the "Lease"), an approximately 11,000 square feet fire station facility which has been constructed for, leased to, and is currently occupied by the City; and

**WHEREAS**, the Lease gave City the option to purchase the Property after the initial thirteen (13) months of the Lease term; and

**WHEREAS**, Seller desires to sell the Property to the City in accordance with the applicable Mississippi Statutes and Lease Agreement dated August 1, 2009; and

**WHEREAS**, the City, pursuant to Mississippi Code 43-37-3, has obtained an appraisal for the Property in the amount of Three Million, Two Hundred Thousand Dollars and 00/100 (\$3,200,000.00); and

**WHEREAS**, the City, under its powers set forth in Mississippi Code 21-17-1, desires to purchase the Property for the appraised amount of \$3,200,000.00.

**NOW, THEREFORE, BE IT RESOLVED**, that the City approves the purchase of the Property in the amount of \$3,200,000.00; and

**BE IT FURTHER RESOLVED**, that the Mayor of the City and City Clerk are hereby authorized, in accordance with this Resolution, to enter into and execute any and all appropriate

# Minutes, City of Southaven, Southaven, Mississippi

documents or contracts, and to undertake and perform any and all other necessary or appropriate action to implement this Resolution.

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

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

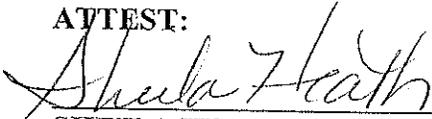
Having received a majority of affirmative votes, the Mayor declared that the Resolution was carried and adopted as set forth above on this the 2nd day of October, 2012.

CITY OF SOUTHAVEN, MISSISSIPPI

BY: \_\_\_\_\_

  
CHARLES G. DAVIS, MAYOR

ATTEST:

  
SHEILA HEATH, CITY CLERK



# Minutes, City of Southaven, Southaven, Mississippi

## CONTRACT FOR THE SALE OF REAL ESTATE

THIS CONTRACT, entered into by and between **P.I.T., LLC**, a Mississippi limited liability company, hereinafter referred to as "Seller", and the **CITY OF SOUTHAVEN** and or Assigns, hereinafter referred to as "Purchaser", effective as of the \_\_\_\_ day of October, 2012, for the purposes hereinafter stated;

### WITNESSETH:

**WHEREAS**, Seller owns a certain tract of real estate known as 7980 Swinnea Road, Southaven, DeSoto County, Mississippi, together with all improvements, fixtures, equipment and structures thereon (the "Property");

**WHEREAS**, pursuant to a Lease Agreement date as of August 1, 2009 (the "Lease"), an approximately 11,000 square feet fire station facility which has been constructed for, leased to, and is currently occupied by Purchaser;

**WHEREAS**, the Lease gave Purchaser the option to purchase the Property after the initial thirteen (13) months of the Lease term;

**WHEREAS**, Seller desires to sell the Property and Purchaser wishes to buy the Property upon the terms and conditions hereinafter set forth;

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements herein contained, Seller covenants and agrees to sell the Property with any improvements thereon, or cause it to be conveyed, by good and sufficient warranty deed, to Purchaser or to such person or persons as Purchaser may designate; Purchaser, however, shall not be released from any of Purchaser's agreements and undertakings as set forth herein, unless otherwise stated, and Purchaser covenants and agrees that Purchaser or Purchaser's assignee shall purchase and accept the Property for the purchase price provided in Paragraph 2 below and upon the following terms and conditions:

1. **Deposit.** Purchaser has previously deposited a security deposit in the amount of Five Hundred Thousand and No/100 Dollars (\$500,000.00) with Seller under the terms of the Lease (the "Deposit") which sum is being held in a certificate of deposit with Bancorp South Bank. If the purchase and sale of the Property as contemplated hereunder is consummated, the Deposit shall be applied as a credit on the purchase price due from Purchaser at closing. If the purchase and sale of the Property as contemplated hereunder is not consummated because of a default under this Agreement by either party, including failure of title to the Property to be in the condition required by Paragraph 10, the Deposit shall continue to serve as a Security Deposit under the Lease.

2. **Purchase Price.** The purchase price for the Property shall be THREE MILLION TWO HUNDRED THOUSAND and NO/100 DOLLARS (\$3,200,000.00). The purchase price for the Property (on which the Deposit shall be a credit) shall be paid in cash at closing by cashier's check or wire transfer.

# Minutes, City of Southaven, Southaven, Mississippi

3. **Warranties.** (a) Seller warrants as an inducement to purchase of the Property by Purchaser that:

- (i) Seller has full power and authority to enter into this Contract and to perform all of its obligations hereunder. The execution and delivery of this Contract and the performance by Seller of its obligations hereunder have been duly authorized by all requisite action and no further action or approval is required in order to constitute this Contract as a binding and enforceable obligation of Seller;
- (ii) Seller has no knowledge of any pending or threatened condemnation or taking with respect to the Property;
- (iii) Seller represents that Seller has good and merchantable title to the Property and full right to sell and convey the same to Purchaser in this transaction; and
- (iv) Seller is not a "foreign person" as defined by the Foreign Investment in Real Property Tax Act of 1980.

(b) Purchaser warrants as an inducement to sell the Property by Seller that:

- (i) Purchaser has full power and authority to enter into this Contract and to perform all of its obligations hereunder. The execution and delivery of this Contract and the performance by Purchaser of its obligations hereunder have been duly authorized by all requisite action and no further action or approval is required in order to constitute this Contract as a binding and enforceable obligation of Purchaser; and
- (ii) As of the date hereof, (i) the Lease is in full force and effect, (ii) there are no defaults or events that with the passage of time or notice would constitute a default by Seller or Purchaser under the Lease and (iii) to the best knowledge of Purchaser, Seller is in full compliance with all of the terms, conditions and covenants of the Lease.
- (iii) Purchaser shall make all necessary applications and filings to obtain general obligation bonds for funding this project on or before 45 days after the effective date of this contract. Obtaining approval or validation of the bonds shall be a condition precedent to closing.

4. **Seller's Warranties with Respect to Environmental Laws.** Seller hereby represents to Purchaser that Seller has no actual knowledge or information that the Property is the subject of any judicial or administrative notice or action relating to hazardous waste or environmental contamination or cleanup and that Seller has received no notice of any claim, violation of any law or regulation having to do with environmental protection. Seller further

# Minutes, City of Southaven, Southaven, Mississippi

represents, except as disclosed to Purchaser prior to this contract or arising from Purchaser's use and operation of the Property, that Seller has no knowledge or information that hazardous or toxic substances have been stored, processed or disposed of on or released or discharged from or onto the Property. Seller shall furnish to Purchaser all environmental reports with respect to the Property in Seller's possession or accessible to Seller within five (5) days of acceptance of this contract by Seller. Purchaser shall pay for any environmental reports ordered by Purchaser.

5. **Notices.** Any notices required or permitted to be given hereunder shall be in writing and shall be effective upon actual delivery or upon deposit in the U.S. mail, postage prepaid, registered or certified mail, and delivered, or in the case of mailing, addressed to the respective parties at the following addresses:

**If to Seller:**  
P.I.T, LLC  
P.O. Box 492  
Southaven, MS 38671

**If to Purchaser:**  
City of Southaven  
8710 Northeast Drive  
Southaven, MS 38671

6. **Closing.** If this contract has not been earlier terminated pursuant to its terms, closing shall be held on or before 15 days after the issuance of the general obligation bonds or 60 days from the effective date, whichever is earlier. Closing shall be held at a place as mutually agreed upon.

Purchaser or its agents shall have the right to enter upon the Property prior to closing for purposes of making soil tests, doing engineering and survey work. In the event this contract is canceled or fails to close due to default of Purchaser, Purchaser agrees to return the property to its condition prior to inspections.

Rents are to be prorated as of 12:01 a.m. on the date of closing. If closing shall occur other than on the final day of a calendar month, Purchaser shall be entitled to a credit of any remaining rent allocated to the period from the closing date through the end of that calendar month. All prior unpaid taxes or liens arising during the term of the Lease are to be paid by Purchaser. Purchaser is the current tenant of the Property and responsible for payment of real estate taxes on the Property under the terms of the Lease. Therefore there shall be no proration of real estate taxes at Closing.

Title is to be conveyed subject to such restrictions, easements and covenants of record not objected to as provided in Paragraph 9 hereof and subject to zoning ordinances or laws of any governmental authority.

Settlement and payment of the purchase price shall be made upon presentation of a good and valid warranty deed with the usual covenants of seizin, title, quiet possession and against encumbrances, and conveying a good and merchantable title. The deed or other conveyance

# Minutes, City of Southaven, Southaven, Mississippi

documents shall convey all of Seller's rights, privileges and easements appurtenant to the Property. At closing, the Lease shall be deemed terminated with neither party having any rights, duties or obligations under the Lease.

Seller agrees to deliver the portions of the Property set out in Section 7(b) of the Lease (Landlord's Obligations) in good condition as of the closing date. Under the terms of Section 7(d) of the Lease (Maintenance Obligations), Purchaser is responsible for repairs and maintenance of the Property as more particularly set out therein. Purchaser acknowledges that Seller is conveying the portion of the improvements other than those described in Section 7(b) in "as is" condition.

## 7. Conditions to Obligations.

(a) It shall be a condition to Purchaser's obligations hereunder that:

- (i) all of the representations and warranties of Seller contained herein shall be true as of the closing date, and Seller shall furnish a certificate to such effect at closing; and
- (ii) title to the Property shall be in the condition required in Paragraph 9 below.

(b) It shall be a condition to Seller's obligations hereunder that:

all of the representations and warranties of Purchaser contained herein shall be true as of the closing date, and Purchaser shall furnish a certificate to such effect at closing.

8. Purchaser's Inspection. Purchaser shall have until thirty (30) days from the date this contract is fully executed to complete Purchaser's inspection of the Property (the "Inspection Period") and to determine, whether to purchase the Property pursuant to the terms hereof. During the Inspection Period, Purchaser shall have the right, at all reasonable times, to enter upon the Property for the purpose of making such studies tests and inspections that Purchaser deems necessary, including, without limitation, engineering, testing and inspection, environmental testing, soil testing, boring, survey and appraisal.

If on or before the date of expiration of the Inspection Period, Purchaser gives written notice to Seller that it has determined that the Property is not suitable for Purchaser's intended purpose and that it elects not to purchase the Property in accordance with the terms of this contract, then this contract shall be held to be null and void and the parties shall affirm and ratify the terms of the Lease.

9. Seller's Reports. Seller shall deliver to Purchaser within fifteen (15) days from the execution date of this contract a copy of all inspection reports, surveys, title reports, title

# Minutes, City of Southaven, Southaven, Mississippi

insurance policies, geo-technical reports, or any other reports, plans and specifications, and appraisal of the premises in its possession as it relates to the property subject hereto.

10. **Title Commitment.** Title to the Property shall be good, merchantable, fee simple and unencumbered. Within ten (10) days after execution of this contract, Purchaser shall obtain a commitment for an owner's title insurance policy on the Property from a title insurance company authorized to do business in the State of Mississippi, and shall be designated by Purchaser's attorney in the amount of the purchase price and shall have ten (10) days from receipt of such commitment to examine title and notify Seller of any defects therein. Seller shall have ten (10) days from receipt of such notice of any defects in which to cure the same. It is understood and agreed that if title is not good and has not or cannot be made good by Seller within ten (10) days after written notice has been given by Purchaser to Seller that title is defective, specifically pointing out the defects, then Purchaser may, at its option, either (a) elect to purchase the Property subject to such defect in title or (b) elect not to purchase the Property, in which event the Lease shall continue in full force and effect, and the Deposit shall serve as the Security Deposit under the Lease and neither party shall have any further claim against the other under this contract. If this contract fails to close pursuant to the terms hereof, the Deposit shall held by Seller as the original escrow deposit (security deposit) under that Lease dated August 1, 2009. The terms and obligations of said lease shall be continued thereafter. In the event that this closing takes place the lease and the obligations thereof shall terminate thereon. The prevailing party in any action to enforce this Contract shall be entitled to collect reasonable attorneys' fees and expenses.

11. **Expenses.** Purchaser is to pay for recording of the warranty deed, the premium for the owner's title insurance policy to be obtained by Purchaser, the cost of any survey and costs associated with any financing obtained by Purchaser. Seller is to pay for title search. Each party shall pay the fees and expenses of the attorney engaged to represent it except as above provided.

12. **Brokerage.** The parties acknowledge that neither party has used the services of a real estate broker in the sale contemplated herein. Seller agrees to hold Purchaser harmless against all claims for broker's commissions or finder's fees in connection with this sale made by persons claiming to have been engaged by Seller. Purchaser shall hold Seller harmless as against any persons claiming a broker's commission or finder's fee by virtue of Purchaser's actions.

13. **Offer/Acceptance.** This writing when signed by Seller shall constitute an offer which shall expire of its own terms if not accepted by Purchaser prior to 5:00 P.M. Central time on October \_\_\_\_, 2012.

14. **Governing Law.** This Contract shall be governed by, and construed and enforced in accordance with, the laws of the State of Mississippi.

15. **Counterpart Originals.** This agreement may be signed in counterparts which, taken together, shall constitute one original binding agreement.

# Minutes, City of Southaven, Southaven, Mississippi

16 Miscellaneous.

(a) Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

(b) This writing includes the entire agreement between the parties with respect to the transactions covered hereby. No modification or amendment hereto shall be effective unless in writing and signed by both parties.

17. Conditions Precedent To Closing

(a) This closing is subject to Purchaser receiving an appraisal for the sale price hereto from a commercially designated appraiser, with a MIA commercial designation for properties of this type.

(b) Approval of survey, inspection reports, title reports, title insurance policies, geo technical reports, or any other reports, plans and specifications as provided by seller pursuant to Paragraph 8.

(c) Issuance and approval of a commitment for owner's title insurance policy in the amount of the purchase price with the Schedule B exceptions as pursuant to Addendum A hereto.

(INTENTIONALLY LEFT BLANK)

# Minutes, City of Southaven, Southaven, Mississippi

WITNESS the signature of all parties the day and year above written.

**SELLER:**

P.I.T., LLC,  
a Mississippi limited liability company

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**PURCHASER:**

CITY OF SOUTHAVEN

By: \_\_\_\_\_  
Title: \_\_\_\_\_

# 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: **2668 Olivia Lane, 2109 Cresthill Drive, 3298 Forest Bend Drive, 1839 Roy Drive, 8140 Martin Drive, 7701 Chesterfield Drive South, 7710 Chesterfield Drive South, 2749 Greencliff Drive, 2645 Markston Cove**, 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 2, 2012**, by United States mail and by posting said notice, to determine whether or not the said parcel of land were in such a state of uncleanliness as to be a menace to the public health and safety of the community.

**WHEREAS**, none of the owners of the above described parcel of land appeared at the meeting of the Mayor and Board of Aldermen on **Tuesday, October 2, 2012**, to voice objection or to offer a defense.

# Minutes, City of Southaven, Southaven, Mississippi

**NOW, THEREFORE, BE IT HEREBY RESOLVED**, by the Mayor and Board of Alderman of the City of Southaven, Mississippi, that the above described parcel of land located at: 2668 Olivia Lane, 2109 Cresthill Drive, 3298 Forest Bend Drive, 1839 Roy Drive, 8140 Martin Drive, 7701 Chesterfield Drive South, 7710 Chesterfield Drive South, 2749 Greencliff Drive, 2645 Markston Cove is deemed in the existing condition to be a menace to the public health and safety of the community.

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

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

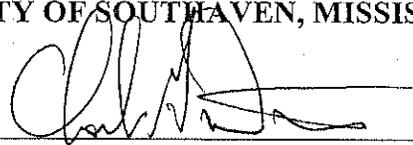
<b>ALDERMAN</b>	<b>VOTED</b>
Alderman Greg Guy	ABSENT
Alderman Lorine Cady	YEA
Alderman Ronnie Hale	YEA
Alderman George Payne	YEA
Alderman William Brooks	YEA
Alderman Ricky Jobes	YEA
Alderman Randall T. Huling, Jr.	YEA

# Minutes, City of Southaven, Southaven, Mississippi

The Resolution, having received a majority vote of all Aldermen present, was declared adopted on this, the 2nd day of October, 2012.

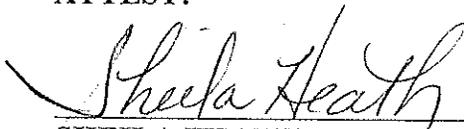
CITY OF SOUTHAVEN, MISSISSIPPI

BY:



CHARLES G. DAVIS  
MAYOR

ATTEST:

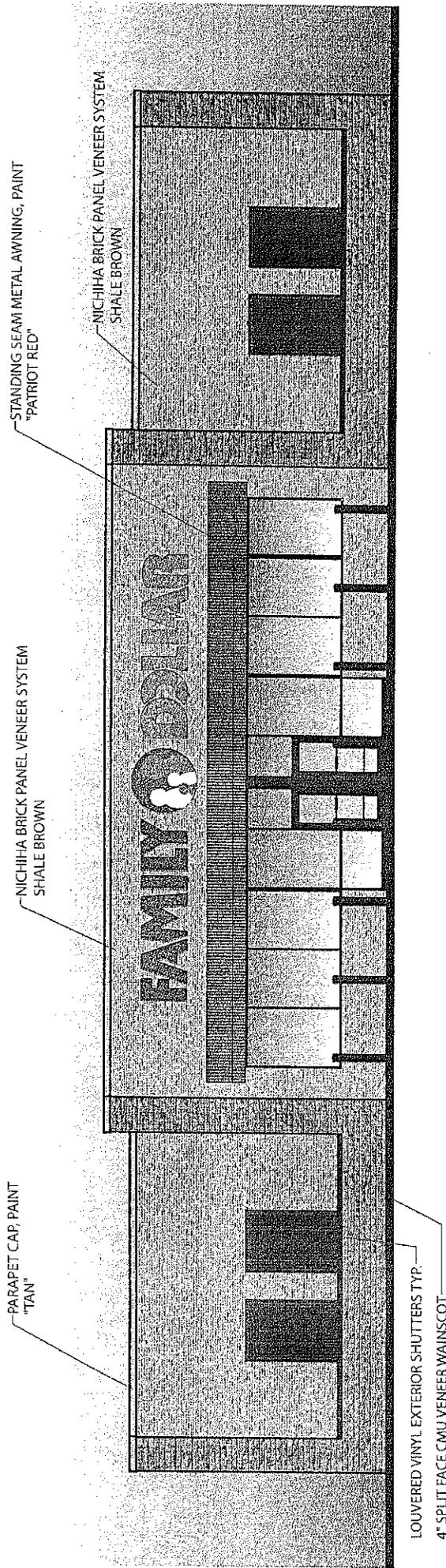


SHEILA HEATH  
CITY CLERK



# Minutes, City of Southaven, Southaven, Mississippi

EXTERIOR FINISH SCHEDULE (REF. SHEET A-11 FOR INTERIOR FINISH SCHEDULE)			
NO.	DESCRIPTION	MATERIAL TYPE	COATS
EXTERIOR FINISH SYSTEM			
1	NICHHA BRICK PANEL VENEER SYSTEM MATCH UP COLOR TO INTERIOR FINISH SCHEDULE	CANTON BRICK NICHHA BRICK PANEL VENEER SYSTEM MATCH UP COLOR TO INTERIOR FINISH SCHEDULE	1/2"
2	STANDING SEAM METAL AWNING, PAINT "PATRIOT RED"	PRE-FINISHED METAL AWNING SYSTEM MATCH UP COLOR TO INTERIOR FINISH SCHEDULE	1
3	NICHHA BRICK PANEL VENEER SYSTEM SHALE BROWN	PRE-FINISHED NICHHA BRICK PANEL VENEER SYSTEM MATCH UP COLOR TO INTERIOR FINISH SCHEDULE	1
4	4" SPLIT FACE CMU VENEER WAINSCOT	PRE-FINISHED 4" SPLIT FACE CMU VENEER WAINSCOT MATCH UP COLOR TO INTERIOR FINISH SCHEDULE	1
5	LOUVERED VINYL EXTERIOR SHUTTERS TYP.	PRE-FINISHED LOUVERED VINYL EXTERIOR SHUTTERS TYP. MATCH UP COLOR TO INTERIOR FINISH SCHEDULE	1
6	PARAPET CAP, PAINT "TAN"	PRE-FINISHED PARAPET CAP, PAINT MATCH UP COLOR TO INTERIOR FINISH SCHEDULE	1
7	STEEL PIPE RAILINGS	PRE-FINISHED STEEL PIPE RAILINGS MATCH UP COLOR TO INTERIOR FINISH SCHEDULE	1
8	METAL ROOF	PRE-FINISHED METAL ROOF MATCH UP COLOR TO INTERIOR FINISH SCHEDULE	1



**FAMILY DOLLAR**

my family, my family dollar.

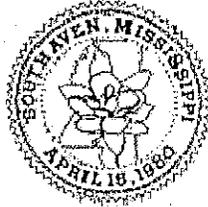
August 16, 2012 Southaven, MS

**pb2**  
architecture  
+ engineering

REPRESENTATIONS FOR CONSTRUCTION: All images, photos, and materials are a representation of the design intent and may not exactly match the actual construction. Colors, materials, or combinations that could occur due to material availability and field architectural modifications. All information contained in this document is confidential and may not be reproduced without permission.

Color Elevations

# Minutes, City of Southaven, Southaven, Mississippi



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

City of Southaven City Hall  
Executive Board Room  
8710 Northwest Drive

<b>Date of Hearing:</b>	<b>September 24, 2012</b>
<b>Public Hearing Body:</b>	<b>Planning Commission</b>
<b>Applicant:</b>	<b>Tonya Beason c/o Ben Smith 891 Rasco Road E. 662-393-3347</b>
<b>Total Acreage:</b>	<b>7.32 acres</b>
<b>Existing Zone:</b>	<b>Agricultural</b>
<b>Location of Subdivision application:</b>	<b>West of Swinnea Road, between Church Road and Star Landing Road.</b>
<b>Comprehensive Plan Designation:</b>	<b>Low Density Residential</b>
<b>Staff Comments:</b> The applicant is requesting to revise the existing Sawyer Estates Subdivision, west of Swinnea Road, between Church Road and Star Landing. The applicant is purchasing lots 2 and 3 of the existing recorded subdivision, which both encompass 1.00 acres. The applicant is requesting to merge the two lots into one 2.00 acre lot.	
<b>Staff Recommendations:</b> Staff has no problems with the proposed revision as the request still keeps the lots in compliance with low density residential. Staff will remind the applicant that they will	

# Minutes, City of Southaven, Southaven, Mississippi

need to vacate the easements between the lots and also get signatures for the revision to the plats from the abutting property owners and those across the street as well. Otherwise, staff has no comments and recommends approval.

**Planning Commission**

**Recommendation:**

**Motion made by:**

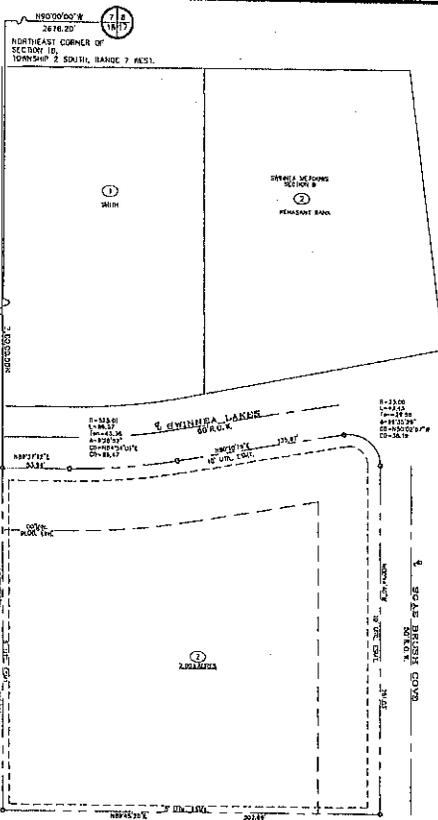
**Seconded by:**



# Minutes, City of Southaven, Southaven, Mississippi

SFS

SFS



**SMITH'S LEGAL NOTICE**  
 ORDER OF AUTHORIZED REPRESENTATIVE  
 OF THE COUNTY OF DEBOTO, MISSISSIPPI  
 PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE SAID COUNTY AND STATE, ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_ THAT HE/SHE EXECUTED THE ABOVE AND FOREGOING INSTRUMENT.

**SMITH'S LEGAL NOTICE**  
 ORDER OF AUTHORIZED REPRESENTATIVE  
 OF THE COUNTY OF DEBOTO, MISSISSIPPI  
 PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE SAID COUNTY AND STATE, ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_ THAT HE/SHE EXECUTED THE ABOVE AND FOREGOING INSTRUMENT.

**SMITH'S LEGAL NOTICE**  
 ORDER OF AUTHORIZED REPRESENTATIVE  
 OF THE COUNTY OF DEBOTO, MISSISSIPPI  
 PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE SAID COUNTY AND STATE, ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_ THAT HE/SHE EXECUTED THE ABOVE AND FOREGOING INSTRUMENT.

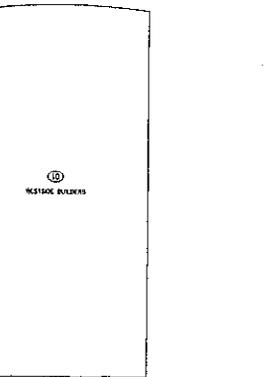
**SMITH'S LEGAL NOTICE**  
 ORDER OF AUTHORIZED REPRESENTATIVE  
 OF THE COUNTY OF DEBOTO, MISSISSIPPI  
 PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE SAID COUNTY AND STATE, ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_ THAT HE/SHE EXECUTED THE ABOVE AND FOREGOING INSTRUMENT.

**SMITH'S LEGAL NOTICE**  
 ORDER OF AUTHORIZED REPRESENTATIVE  
 OF THE COUNTY OF DEBOTO, MISSISSIPPI  
 PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE SAID COUNTY AND STATE, ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_ THAT HE/SHE EXECUTED THE ABOVE AND FOREGOING INSTRUMENT.

**SMITH'S LEGAL NOTICE**  
 ORDER OF AUTHORIZED REPRESENTATIVE  
 OF THE COUNTY OF DEBOTO, MISSISSIPPI  
 PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE SAID COUNTY AND STATE, ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_ THAT HE/SHE EXECUTED THE ABOVE AND FOREGOING INSTRUMENT.

**SMITH'S LEGAL NOTICE**  
 ORDER OF AUTHORIZED REPRESENTATIVE  
 OF THE COUNTY OF DEBOTO, MISSISSIPPI  
 PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE SAID COUNTY AND STATE, ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_ THAT HE/SHE EXECUTED THE ABOVE AND FOREGOING INSTRUMENT.

**SMITH'S LEGAL NOTICE**  
 ORDER OF AUTHORIZED REPRESENTATIVE  
 OF THE COUNTY OF DEBOTO, MISSISSIPPI  
 PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE SAID COUNTY AND STATE, ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_ THAT HE/SHE EXECUTED THE ABOVE AND FOREGOING INSTRUMENT.

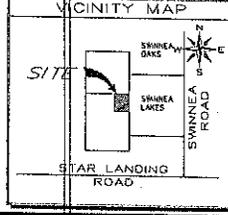


**SMITH'S LEGAL NOTICE**  
 ORDER OF AUTHORIZED REPRESENTATIVE  
 OF THE COUNTY OF DEBOTO, MISSISSIPPI  
 PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE SAID COUNTY AND STATE, ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_ THAT HE/SHE EXECUTED THE ABOVE AND FOREGOING INSTRUMENT.

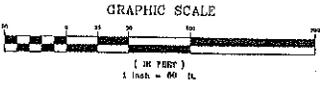
**SMITH'S LEGAL NOTICE**  
 ORDER OF AUTHORIZED REPRESENTATIVE  
 OF THE COUNTY OF DEBOTO, MISSISSIPPI  
 PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE SAID COUNTY AND STATE, ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_ THAT HE/SHE EXECUTED THE ABOVE AND FOREGOING INSTRUMENT.

**SMITH'S LEGAL NOTICE**  
 ORDER OF AUTHORIZED REPRESENTATIVE  
 OF THE COUNTY OF DEBOTO, MISSISSIPPI  
 PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE SAID COUNTY AND STATE, ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_ THAT HE/SHE EXECUTED THE ABOVE AND FOREGOING INSTRUMENT.

**SMITH'S LEGAL NOTICE**  
 ORDER OF AUTHORIZED REPRESENTATIVE  
 OF THE COUNTY OF DEBOTO, MISSISSIPPI  
 PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE SAID COUNTY AND STATE, ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_ THAT HE/SHE EXECUTED THE ABOVE AND FOREGOING INSTRUMENT.



- NOTES:**
- MINIMUM SETBACKS ARE AS FOLLOWS:  
 A. 30' FRONT YARD  
 B. 15' SIDE YARD  
 C. 50' REAR YARD
  - A 10 FOOT WIDE UTILITY EASEMENT IS REQUIRED ON ALL STREET FRONTAGE. A 5 FEET WIDE UTILITY EASEMENT IS REQUIRED ALONG EACH SIDE OF EACH LOT LINE AND ALONG ALL REAR LOT LINES.
  - WATER AND SEWER SERVICE WILL BE PROVIDED BY THE CITY OF SOUTHAVEN.
  - THIS PROPERTY IS NOT LOCATED IN HAZARDOUS SPECIAL FLOOD HAZARD AREA ACCORDING TO FEMA MAP NO. AND WHERE NOTED (S).
  - 1/2" ELECTRICAL CONDUIT PIPE IS SET ON ALL PROPERTY CORNERS AND WHERE NOTED (S).
  - THIS REVISION CORRECTS LOT 2 AND 3 INTO ONE LOT 2 AND ELIMINATES THE UTILITY EASEMENTS BETWEEN THE TWO LOTS.



**FINAL PLAT OF  
 FIRST REVISION  
 SECTION "A"  
 SAWYER  
 ESTATES**  
 SECTION 18, TOWNSHIP 2 S, RANGE 7 W  
 CITY OF SOUTHAVEN, DEBOTO COUNTY, MS.  
 SCALE: 1" = 80'

**SFS** **SMITH'S LEGAL NOTICE**  
 MISSISSIPPI **SMITH'S LEGAL NOTICE**  
 MISSISSIPPI

SFS

# Minutes, City of Southaven, Southaven, Mississippi



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

City of Southaven City Hall  
Executive Board Room  
8710 Northwest Drive

<b>Date of Hearing:</b>	September 24, 2012
<b>Public Hearing Body:</b>	Planning Commission
<b>Applicant:</b>	WFC, LLC c/o Mike Bailey PO. Box 867 New Albany, MS 38652 901-488-9803
<b>Total Acreage:</b>	10.38
<b>Existing Zoning:</b>	Agricultural (AG)
<b>Proposed Zoning:</b>	Planned Commercial (C-4)
<b>Location of Subdivision application:</b>	North side of Goodman Road, east of Tchulahoma Road.
<b>Comprehensive Plan Designation:</b>	Commercial
<b>Staff Comments:</b>	
<p>The applicant is requesting to rezone 10.38 acres of property on the north side of Goodman Road, east of Tchulahoma Road from Agricultural (AG) to Planned Commercial (C-4). This request takes in two separate pieces of property: The first parcel encompasses 7.32 acres along Goodman Road with 730 ± feet of frontage along a major arterial road and 438' of depth. The second piece of property is located just to the east of the hard corner on the northeast side of Goodman and Tchulahoma Road and wraps around to the north of the hard corner. This parcel encompasses 3.06 acres, which is now a vacant lot where Carlisle Nursery was once located. The access point to Goodman</p>	

# Minutes, City of Southaven, Southaven, Mississippi

Road is still being utilized and will be incorporated into the design of cross access for future development. The property abutting the east property line was rezoned to C-4 in 2003 by the same applicant. Beyond that point, the subdivision Country Oaks has its first access point into the residential subdivision. The homes at this particular entrance face toward the residential road and not to Goodman Road. The property to the west of this site is already zoned for commercial use and has a multi tenant retail building on site. On the south side of Goodman Road, across from this area, there is an approved PUD-Snowden Farms which incorporates mixed use of commercial and office districts.

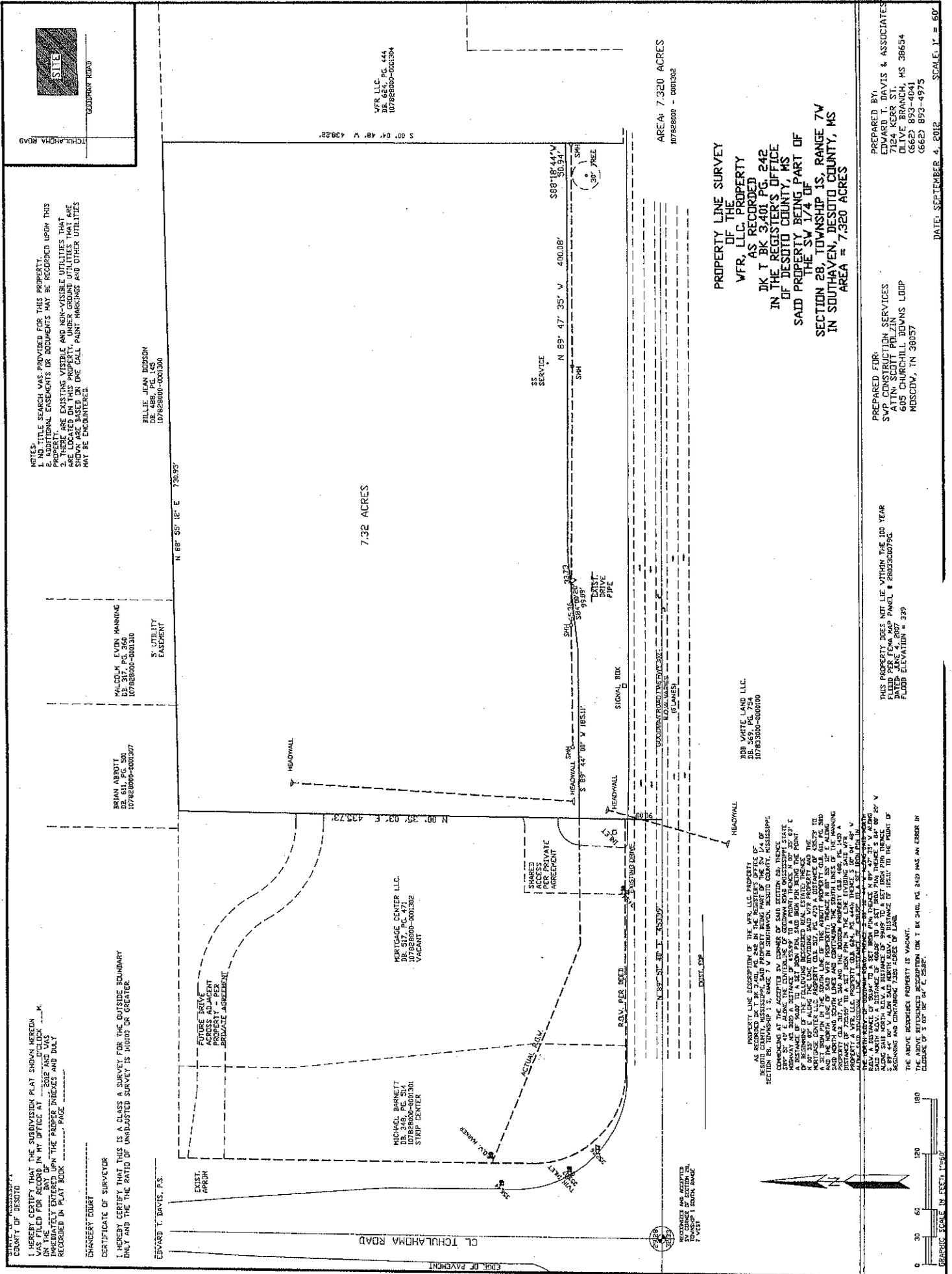
## **Staff Recommendations**

Per the adopted Comprehensive Plan, this area is designated for Commercial use with a stopping point at Country Oaks Subdivision. This application is in compliance with the Plan. Staff does have concerns with the properties to the north; however, staff will ensure proper buffering between the Agricultural large lots to the north and the commercial properties in this application. That being said, staff recommends approval to rezone the entire 10.38 acres from Agricultural to Planned Commercial.

**Planning Commission  
Recommendation:**

**Motion made by:  
Seconded by:**

# Minutes, City of Southaven, Southaven, Mississippi



NOTES:  
 1. NO TITLE SEARCH WAS PROVIDED FOR THIS PROPERTY.  
 2. ALL EASEMENTS OR ENCUMBRANCES MAY BE RECORDED UPON THIS PROPERTY.  
 3. THERE ARE EXISTING VISIBLE AND NON-VISIBLE UTILITIES THAT ARE NOT SHOWN ON THIS SURVEY. THE LOCATION OF THESE UTILITIES SHOULD BE DETERMINED BY A UTILITY LOCATOR OR OTHER UTILITIES MAY BE ENCOUNTERED.

BILLIE JEAN EDSON  
 10782800-001300

MALCOLM EVIDN MANNING  
 DB 317, PG. 360  
 10782800-001300

BRIAN ABBOTT  
 DB 511, PG. 59  
 10782800-001300

MICHAEL BARNETT  
 DB 346, PG. 514  
 10782800-001300  
 STAMP CENTER

MORTGAGE CENTER LLC  
 DB 317, PG. 471  
 10782800-001302  
 VACANT

WFR WHITE LAND LLC  
 DB 585, PG. 714  
 10783300-001000

PROPERTY LINE SURVEY  
 OF THE  
 WFR, LLC, PROPERTY  
 AS RECORDED  
 IN BK 3401, PG. 242  
 IN THE REGISTER'S OFFICE  
 OF DESOTO COUNTY, MS  
 SAID PROPERTY BEING PART OF  
 THE SW 1/4 OF  
 SECTION 28, TOWNSHIP 1S, RANGE 7W  
 IN SOUTHAVEN, DESOTO COUNTY, MS  
 AREA = 7.320 ACRES

PREPARED BY:  
 EDWARD T. DAVIS & ASSOCIATES  
 7124 KERR ST.  
 OLIVE BRANCH, MS 38654  
 (662) 893-4041  
 (662) 893-4975

PREPARED FOR:  
 SVO CONSTRUCTION SERVICES  
 ATTN: SCOTT POLZIN  
 605 CHURCHILL DEWANS LOOP  
 MSCDV, TN 38057

THIS PROPERTY DOES NOT LIE WITHIN THE 100 YEAR  
 FLOOD PER FEMA MAP PANEL # 88033C0796  
 FLOOD ELEVATION = 339

PROPERTY LINE DESCRIPTION OF THE WFR, LLC PROPERTY  
 AS RECORDED IN BK 3401, PG. 242 IN THE REGISTER'S OFFICE OF  
 SECTION 28, TOWNSHIP 1S, RANGE 7W IN SOUTHAVEN, DESOTO COUNTY, MISSISSIPPI.  
 COMMENCING AT THE ACCEPTED SURVEY CORNER OF SAID SECTION 28, THENCE  
 ALONG THE NORTH LINE OF SAID SECTION 28, A DISTANCE OF 100.00 FEET TO A POINT  
 MARKED BY A 3/4\"/>

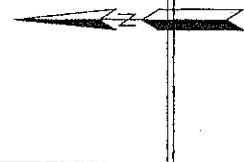
COUNTY OF DESOTO  
 I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREIN  
 WAS FILED FOR RECORD IN MY OFFICE AT \_\_\_\_\_, MS, ON  
 \_\_\_\_\_, 2012, AND WAS  
 IMMEDIATELY ENTERED UPON THE PROPER INDEXES AND DULY  
 RECORDED IN PLAT BOOK \_\_\_\_\_, PAGE \_\_\_\_\_.

CHANCERY COURT  
 CERTIFICATE OF SURVEYOR

I HEREBY CERTIFY THAT THIS IS A CLASS A SURVEY FOR THE OUTSIDE BOUNDARY  
 ONLY AND THE RATIO OF UNADJUSTED SURVEY IS 1/10000 OR GREATER.

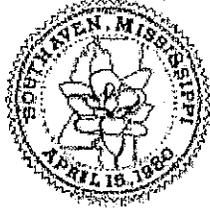
EDWARD T. DAVIS, P.S.

EDWARD T. DAVIS  
 SURVEYOR  
 1 SOUTH RANGE  
 10782800-001300



DATE: SEPTEMBER 4, 2012 SCALE: 1" = 60'

# Minutes, City of Southaven, Southaven, Mississippi



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

City of Southaven City Hall  
Executive Board Room  
8710 Northwest Drive

<b>Date of Hearing:</b>	<b>September 24, 2012</b>
<b>Public Hearing Body:</b>	<b>Planning Commission</b>
<b>Applicant:</b>	<b>Erb/Walker 871 Ridgeway Loop, #107 Memphis, TN 38120 901-766-1855</b>
<b>Total Acreage:</b>	<b>7.32 acres</b>
<b>Existing Zone:</b>	<b>Planned Commercial (C-4) Rezoning proposed from AG to C4</b>
<b>Location of Subdivision application:</b>	<b>North side of Goodman Road, east of Tchulahoma Road.</b>
<b>Comprehensive Plan Designation:</b>	<b>Commercial</b>
<b>Staff Comments:</b> The applicant is requesting subdivision approval for a two lot subdivision on the north side of Goodman Road, east of Tchulahoma Road. Lot 1 is shown at 2.506 acres and lot 2 is shown with 4.814 acres. The standard easements are shown along the boundaries of the lots with a twenty (20) foot drainage easement from the southwest corner at Goodman Road carrying north just past the proposed future drive.	
<b>Staff Recommendations:</b>	

# Minutes, City of Southaven, Southaven, Mississippi

Staff has no problems with the proposed subdivision; however, there is a question on the access drive to Tchulahoma Road. It is shown as a private drive across the abutting property to the west and then stops at lot 1. When staff reviewed the site plan submittal for lot 1, it appears that this drive will allow access to not only lot 1 but it is stubbed out as future access to lot 2. Staff is requesting clarification if this drive is going to be a public ingress/egress for access to these lots; if that is the case, it would be suggested that the drive be documented at least across lot 1 since this lot is under development. It would not be advisable to carry it into lot 2 since a site layout for this area is not available at this point. Otherwise, staff has no problems and recommends approval.

**Planning Commission  
Recommendation:**

**Motion made by:  
Seconded by:**



# Minutes, City of Southaven, Southaven, Mississippi



4300 New Getwell Road  
Memphis, Tennessee 38118

NEW RETAIL STORE AND PHARMACY  
GOODMAN ROAD  
SOUTHAVEN, MISSISSIPPI

1/8" = 1'-0"

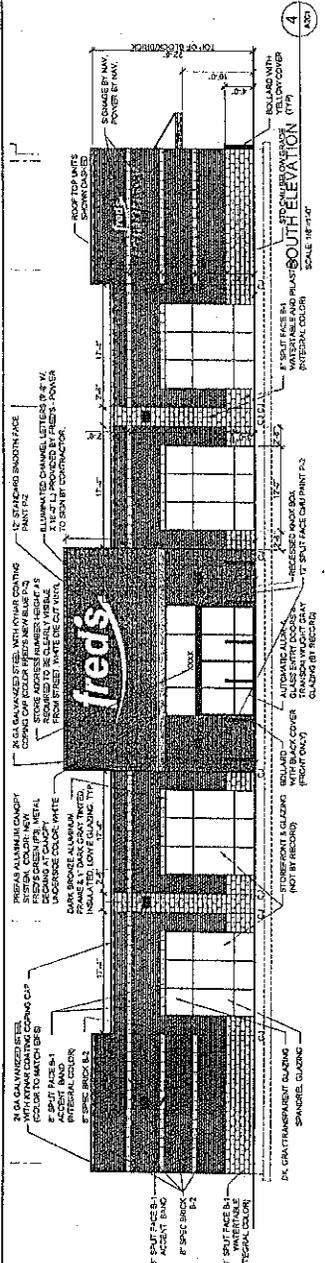
EXTERIOR ELEVATIONS

2012 SEPTEMBER 18  
DATE

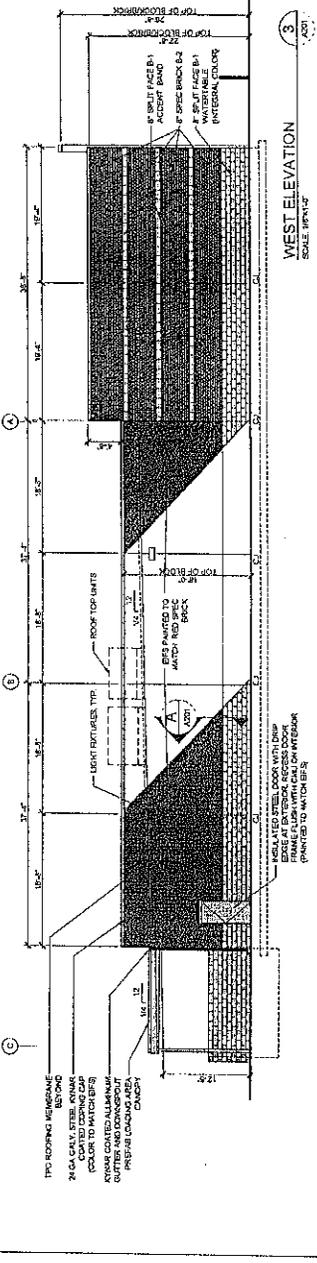


605 Churchhill Downs Loop  
Moscow, Tennessee 38056  
Phone: 901-877-7996  
Fax: 901-877-7998

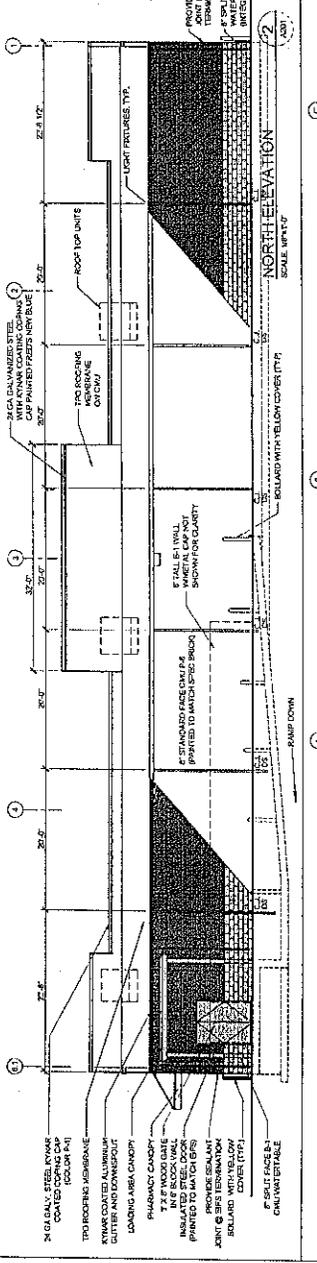
NOT FOR CONSTRUCTION



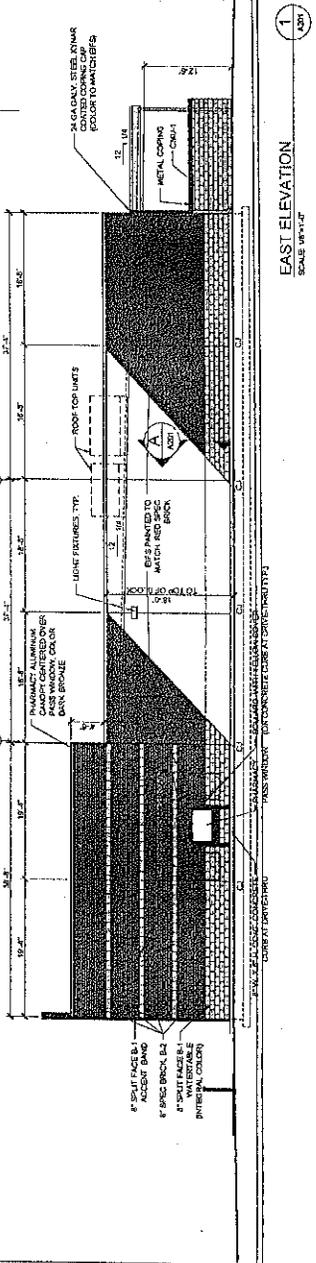
**SOUTH ELEVATION**  
SCALE 1/8" = 1'-0"



**WEST ELEVATION**  
SCALE 1/8" = 1'-0"



**NORTH ELEVATION**  
SCALE 1/8" = 1'-0"



**EAST ELEVATION**  
SCALE 1/8" = 1'-0"

**COLOR SCHEDULE**

LINE/LOCATION	COLOR FINISH	REMARKS
B-1	WOODSTOVE BLACK	4" X 4" SPIC BRICK, BRUT FACE
B-2	CRK 04-2	PREPARED SPIC BRICK, SMOOTH CORING TO MATCH
P-2	FREDS NEW BLUE	PAINT TO MATCH
P-3	WOODSTOVE BLACK	PAINT TO MATCH
P-4	PREPARED	AS REQUIRED
M-1	DAKE BRONZE	AS REQUIRED
PHARMACY CANOPY	FREDS GREEN	
PHARMACY CANOPY	FREDS GREEN	
GUTTERS & DOWNSPOUTS	PREPARED	
STATIONARY	DAKE BRONZE	
ROOFING	WHITE TPO	

**NOTES:**

- BRICK CORNER: BRICK CORNER SHALL MATCH BRICK.
- BRICK CORNER: CORNER FINISH TO MATCH BRICK CORNER.
- COLORS SHOWN TO BE SELECTED.
- FINISHES SHOWN TO BE SELECTED.

**A201**

1 (REV)

EAST ELEVATION  
SCALE 1/8" = 1'-0"

# Minutes, City of Southaven, Southaven, Mississippi



## City of Southaven Office of Planning and Development Amendment to Planned Unit Development

City of Southaven City Hall  
Executive Board Room  
8710 Northwest Drive

<b>Date of Hearing:</b>	September 24, 2012
<b>Public Hearing Body:</b>	Planning Commission
<b>Applicant</b>	Desoto Pointe Development, LLC #50 Hwy. 196 South Piperton, TN 38017 901-854-7849
<b>Location</b>	North side of Church Road, between I-55 and Airways Blvd.
<b>Total Acreage</b>	340 acres
<b>Existing Zoning:</b>	Plum Point Planned Unit Development
<b>Type of amendment being requested:</b>	Amendment to PUD text ONLY
<b>Comprehensive Plan Designation:</b>	Mixed Use

# Minutes, City of Southaven, Southaven, Mississippi

## Staff Comments:

The applicant is requesting to amend the existing Plum Point Planned Unit Development on the north side of Church Road on both the east side and west side of I-55. For the purposes of the amendment, the applicant is requesting a text revision for Areas B, H and I on the overall site. According to the original master plan submitted and approved Area B was designated for light manufacture, the applicant is requesting to soften these uses to a C-4 or Planned Commercial district. The text provided by the applicant takes the permitted uses of the C-4 district and adds or modifies to propose the following:

### AREA B

ATM and other financial service kiosks and walk up facilities	Cell towers
Conference centers	Cultural facilities including clinics and emergency medical facilities (except east of Airways)
Salon, gymnasiums and other facilities	Indoor gun and/or archery practice ranges
Instructional service providers and training centers	Lounges, taverns, pubs, bars, microbreweries and similar establishments including outdoor seating (exclude adult entertainment)
Movie theaters, live theaters, and indoor/outdoor entertainment and recreational venues which may include but not be limited to music and comedy clubs, bowling, billiards, video games, and other arcade type games	Multi-family residential units
Offices and other related service providers	Outdoor amusement center, carnivals, fairs, and trade shows
Parking, automobile parking lot or garage	Photography studio
Public service facility	Print shop including printing and publishing establishments
Processing and manufacture incidental to retail establishment	Radio/television station (recording and broadcasting)
Recording studio	Recreation center, commercial/indoor
Restaurants with carry out or indoor seating and outdoor seating including sale of alcoholic beverages	Skating rink
Small assembly or manufacturing uses, including a fabrication or machine shop with no noise, glare, heat, vibration, smoke, dust, and other noxious influence detectable at the property line.	Telephone service or switching center
Wholesale merchandising and storage warehouse with accessory retail sales	

According to the original master plan submitted and approved Area H and I were designated for General Commercial (C-3), the applicant is requesting to revise these uses to a C-4 or Planned Commercial district. The text provided by the applicant takes the permitted uses of the C-4 district and adds or modifies to propose the following:

### AREA H & I

Photo studio	ATM and other financial services kiosks and walk up facilities
Cell towers	Hospitals (except east of Airways Blvd)
Conference centers	Cultural facilities including art galleries, auditoriums, libraries, and museums
Pre-schools (delete "see note 10 of zoning ord	Financial services, banks, savings and loans

# Minutes, City of Southaven, Southaven, Mississippi

#28)	associations with or without drive up services
Flower or plant store	Furniture store
Deletion of "to a convenience store" in regards to gas pumps	Spa, salon, gymnasiums and other health facilities
Home improvement center with plant material available, including outside sales	Indoor gun and/or archery practice range
Instructional service providers and training centers	Pubs, microbreweries, including outdoor seating and the deletion of it requiring a conditional use permit
Live theaters, and indoor/outdoor entertainment and recreational venues which may include but not limited to music and comedy clubs, bowling, billiards, video games and other arcade type games	Multi-family residential units
Offices and other related service providers	Carnivals, fairs and trade shows (except east of Airways Blvd.)
Deletion of "see note 22 of zoning ordinance #28" in regard to processing and manufacturing incidental to retail establishment	Restaurants as carry out/indoor seating/outdoor seating including the sale of alcoholic beverages
Retail shops, other retail service providers including retail food stores and farmers markets	Deletion of "not employing more than ten (10) persons; can be detected; and (in Area I only) from small assembly or manufacturing uses, including a fabrication or machine shop with no noise, glare, heat, vibration, smoke, dust or other noxious influence
Used goods, indoor only	User associated with licensing and permitting or weapons
Deletion of "see note 23 of zoning ordinance #28) from wholesale merchandising and storage warehouse with accessory retail.	

In addition to the modified use charts above, the applicant is also requesting to reduce the standard parking stall dimensions from 10'x20' to the prior standard of 9'x18' for Areas B and H. This request further identifies the compliance with all ADA regulatory controls.

Finally, the applicant is requesting flexibility in sign control for Area B and H from the strict standards of the C-4 district. Signs shall be in conformance with the appropriate district regulations, *"with the exception of Areas B & H which shall be allowed to have one (1) main, signatory pylon sign with a maximum height of eighty (80) feet as measured from its base to top. Flexibility shall be granted to the Owner in terms of the number and size of signs to be allowed on site and on the buildings, subject to Design Review Commission approval."*

### **Staff Recommendation:**

Staff has some concerns with some of the proposed additions/modifications to the uses permitted in Areas B, H & I. Staff is recommending to remove motel or motel lodge, multi-family residential units, small assembly or manufacturing uses, including a fabrication or machine shop with no noise, glare, heat, vibration, smoke, dust and other noxious influence detectable at the property line, and used goods (indoor only).

-Motels and motel lodges are separated out from hotels in city zoning and as such this

# Minutes, City of Southaven, Southaven, Mississippi

amendment should do the same. It is staff's opinion that with a specialized corridor such as Church Road and plans of an upscale outlet mall in the pipeline, hotels would be a more suitable match for the surrounding areas.

-Staff has major concerns with multi-family residential being requested in the text. This type of use is not considered commercial in nature and is not allowed in any commercial zone of the city. Therefore, staff does not see allowing multi-family residential in these commercial zones as being an asset for the overall area.

-Staff is unclear as to the desire to have assembly and manufacturing/machine shop added to the area. Although it seems minor by definition compared to other light industrial uses, it is still an industrial type use which has no reason to be included in a commercial area. Staff has recommended keeping in the text the "processing and manufacture incidental to retail establishments since it correlates to the retail development of the area.

-The city has strict guidelines regarding the sale of used goods, which allows these types of establishments in certain areas of the city with a conditional use permit and under the 1/2 mile radius rule. Staff recommends deletion of this use to aid in compliance of the newly adopted resolution for the overall city.

-Additionally, staff would like further clarification on the proposed user associated with the licensing and permitting of weapons. There are some retail facilities such as Sportsman's Warehouse that have an area which sells guns, ammo, and other licensed weapons. Staff is agreeable to these types of establishments; however, establishments which serve only for weapon sales and ammunition create concerns for staff and would be recommended as a removed use from these areas as they are part of the Church Road special corridor.

Staff has no problems with the request for a decrease in the parking stall dimensions. At the time this PUD was originally adopted, the zoning ordinance stipulated 9'x18' which is what the applicant is requesting.

Additionally, the City's signage restrictions are very limiting to developments such as the outlet sight. Staff understands the need for visibility on I-55 as well as Church and Airways; therefore, staff has no problem approving flexibility for the sight. Staff would ask that the applicant revise the signage statements last sentence to say "Flexibility shall be granted to the Owner in terms of the number and size of signs to be allowed on site and on the buildings, subject to Planning Department and Mayor's Office administrative approval."

Pending these revisions can be complied with; staff recommends approval with the above stated comments.

**Planning Commission  
Recommendation:**

**Motion made by:  
Seconded by:**

# Minutes, City of Southaven, Southaven, Mississippi

29. Movie theaters, live theatres, and indoor and outdoor entertainment and recreational venues which may include but not be limited to music and comedy clubs, bowling, billiards, video games, and other arcade type games
30. Multi-family residential units
31. Music or dancing academy
32. Nursery school
33. Offices and other related service providers
34. Outdoor amusement center, carnivals, fairs, and trade shows
35. Parking, automobile parking lot or garage
36. Pet Grooming without kennel or boarding
37. Photo finishing pick up station
38. Photographic processing or blueprinting
39. Photography studio
40. Post office or postal facility
41. Public service facility
42. Print shop including printing and publishing establishments
43. Processing and manufacture incidental to retail establishment
44. Radio/television station (recording and broadcasting)
45. Recording studio
46. Recreation facilities for employees
47. Recreational center, commercial/indoor
48. Repair and service shops for repair and servicing of bicycles, radio, television, electrical appliances, keys and similar articles
49. Restaurant with indoor seating, and ~~carry-out~~ outdoor seating, including sale of alcoholic beverages
50. Restaurant with carry out, drive in and drive through, including sale of alcoholic beverages
51. Retail shops, other retail service providers, including retail food stores and farmers markets
52. Schools, public or private
53. Skating rink
54. Small assembly or manufacturing uses, including a fabrication or machine shop with no noise, glare, heat, vibration, smoke, dust, and other noxious influence detectable at the property line
55. Telephone service or switching center
56. Used Goods, indoors only
57. User associated with the licensing and permitting of weapons
58. Veterinary clinic without open kennels
59. Wholesale merchandising and storage warehouse with accessory retail sales

C. Area C-36: Any use permitted in the RM-6 Multiple Family Residential District, and conditional uses permitted in the R-6 District shall be permitted.

# Minutes, City of Southaven, Southaven, Mississippi

- D. Area C-37: Any use permitted in RM-6 Multi-Family Residential District and conditional uses permitted in the R-6 District shall be permitted.
- E. Areas E and F are O-Office and Commercial Districts and have the following uses:
1. Churches
  2. Gas pumps as an accessory use to a convenience store
  3. Photo finishing
  4. Clinics and emergency medical facilities
  5. Health clubs/gymnasium
  6. Repair and service shops for servicing of bicycles, electrical, radio, television, small appliances, keys and similar articles no outside storage
  7. Music recording studio
  8. Music/dance academy
  9. Office
  10. Pet grooming shop without open kennel
  11. Photo finishing pickup station
  12. Photography studio
  13. Print shop
  14. Radio/TV studio (recording only)
  15. Recreation facilities for employees
  16. Restaurants with indoor seating and without drive-in or drive-through facilities
  17. Retail shop, sale and service up to 20,000 square feet
  18. Public service facility
  19. Accessory dwelling unit
  20. Day Care Centers (see note 35 of Zoning Ordinance #28)
  21. Neighborhood park, playground, recreational and community facilities and buildings of a noncommercial nature (public)
  22. Nursing home
  23. Park/forest preserve
  24. Post office or postal facility
  25. Religious, philanthropic or educational institution
  26. School, public or private
  27. Veterinary clinic (see note 10 of Zoning Ordinance #28) no outside kennel
  28. Art studio
  29. Bakery, retail
  30. Bank, financial services, savings and loan association
  31. Beauty/barber shop
  32. Book store
  33. Convenience food store
  34. Doctor's office
  35. Drug store or pharmacy
  36. Florist
  37. Grocery store

# Minutes, City of Southaven, Southaven, Mississippi

38. Emergency medical facility (C)
39. Gymnasium or sports complex (C)
40. Health club, health space, reducing salon and similar uses (C)
41. Laboratories (C)
42. Motor Vehicle services and minor repair, no outdoor storage of vehicles or supplies (C), such as Express Lube or auto lube
43. Car wash as an accessory to convenience store (C)
44. Hospital (C)
45. Restaurants, carry-out, drive-in, or with drive thru facilities (C)

\* C is conditional

F. Areas H and I – Commercial District and have the following additional uses:

1. Accessory dwelling unit
2. Agricultural services
3. Amusement, commercial indoor
4. Art or photo studio
5. ATM and other financial service kiosks and walk-up facilities
6. Auditorium/lecture hall
7. Bakery, retail
8. Bank, financial service, savings and loan association
9. Beauty/barber shop
10. Book store
11. Bowling alley
12. Carwash as an accessory to convenience store
13. Cell Towers
14. Churches
15. Clinics, emergency medical facilities and hospitals (except east of Airways Boulevard)
16. Club or lodge, private
17. Conference centers
18. Convenience feed store
19. Country club (C)
20. Cultural facilities including art galleries, auditoriums, libraries, and museums
21. Day care centers or pre-schools (see note 10 of Zoning Ordinance #28)
22. Department or discount store
23. Doctor's or dentist offices
24. Drug store or pharmacy
25. Dry cleaning/laundry establishment, pick-up/delivery only
26. Emergency medical facility (C)
27. Farm or feed store
28. Financial services, banks, savings, and loan associations with or without drive up services
29. Florist, flower or plant store

# Minutes, City of Southaven, Southaven, Mississippi

30. Furniture store
31. Gas pumps as an accessory use to a convenience store
32. Greenhouse/nursery
33. Grocery store
34. Health club, spa, salon, gymnasiums and other health facilities ~~space~~  
~~reducing salon and similar uses~~
35. Home improvement center with plant material available, including outside sales
36. Hospitals (except east of Airways Boulevard)
37. Hotel, motel, motor lodge
38. Indoor gun and/or archery practice range
39. Instructional service providers and training centers
40. Laboratories (C)
41. Lawn, tree or garden service
42. Lounges, bars, taverns, liquor stores, pubs, microbreweries and similar establishments, including outdoor seating (excluding adult entertainment) (C)
43. Miniature golf course
44. Mortuary/funeral home
45. Movie theaters, except drive-in theaters, live theatres, and indoor and outdoor entertainment and recreational venues which may include but not limited to music and comedy clubs, bowling, billiards, video games and other arcade type games
46. Multi-family residential units
47. Music recording studio
48. Music/dance academy
49. Neighborhood park, playground, recreational and community facilities and buildings of a noncommercial nature (public)
50. Nursery home
51. Nursery school
52. Offices and other related service providers
53. Outdoor amusement center, carnivals, fairs and trade shows (except east of Airways Boulevard)
54. Park/forest preserve
55. Parking, automobile parking lot or garage
56. Pet grooming shop without open kennel or boarding
57. Photo finishing
58. Photo finishing pick up station
59. Photographic processing or blueprinting
60. Photography studio
61. Post office or postal facility
62. Print shop
63. Printing and publishing establishments
64. Processing and manufacture incidental to retail establishments (see note 22 of Zoning Ordinance #28)
65. Public service facility

# Minutes, City of Southaven, Southaven, Mississippi

66. Radio/TV station (recording and broadcasting)
67. Recreation facilities for employees
68. Recreational center, commercial/indoor
69. Recreational uses, commercial/outdoor (C)
70. Religious, philanthropic and educational institution
71. Repair/service shop for bicycles, radio/TV, small electrical appliances, keys and similar articles, no outside storage
72. Restaurants with indoor and outdoor seating, and drive-in or drive-through facilities, including sale of alcoholic beverages
73. Restaurants with carry-out, with drive-in and/or drive thru facilities, including the sale of alcoholic beverages
74. Retail Shop, other retail service providers, sales and services, including retail food stores and farmers markets
75. School, public or private
76. Shooting gallery, indoor (C)
77. Skating rink
78. Small assembly or manufacturing uses, including a fabrication or machine shop ~~not employing more than ten (10) persons and from~~ with no noise, glare, heat, vibration, smoke, dust or other noxious influence ~~can be detected~~ detectable at the property line ~~(in Area I only)~~
79. Telephone service or switching center
80. Theatre, indoor
81. Used goods, indoor only
82. User associated with the licensing and permitting of weapons
83. Veterinary clinic, no outside kennels
84. Wholesales merchandising and storage warehouse with accessory retail sales ~~(see not 23 or Zoning Ordinance #28)~~

\*C is conditional

G. Area J – Any use permitted in the M-1 Light Industrial District

## II. Bulk Regulations

- A. Area A (Lot 40) – Maximum of eight (8) dwelling units per acre
- B. Area A – Minimum lot size of 4,900 square feet
- C. Area A – Minimum front yard setback of 20 feet
- D. Area B – in accordance with the Planned Park Regulations
- E. Area C-37 – Maximum of fifteen (15) dwelling units per acre. C-36: Maximum of fifteen (15) units per acre.
- F. Area D – Maximum of fifteen (15) dwelling units per acre

# Minutes, City of Southaven, Southaven, Mississippi

- G. Areas B & H – Standard parking stall dimensions of nine foot (9') width by eighteen foot (18') depth shall be allowed. ADA accessible parking stalls shall conform to the minimum standards per ADA guidelines.

## III. Landscaping and Screening

- A. Area H – A minimum 100 foot wide greenbelt shall be provided between the C-3 Commercial area and the centerline of the stream along the eastern property line where commercial is adjacent to residential zoning or development.
  - B. Church Road shall be dedicated 53 feet from centerline with improvements west of I-55 provided by DeSoto County and partial improvements east of I-55 provided by DeSoto County with remaining improvements provided in accordance with the Subdivision Regulation.
  - C. Nail Road shall be dedicated 53 feet from centerline and improved in accordance with the Subdivision Regulations.
  - D. Plum Point Boulevard shall be dedicated 34 feet from centerline and improved in accordance with the Subdivision Regulations.
  - E. Internal collector streets on west side of Interstate 55 shall be dedicated 34 feet from centerline and improved in accordance with the Subdivision Regulations and the location of which shall be in general accordance with the Master Development Plan.
  - F. A maximum of four (4) private curb cuts shall be provided to Church Road for Area I.
  - G. A maximum of four (4) private curb cuts shall be provided to Church Road for Area F.
  - H. A maximum of three (3) private curb cuts shall be provided to Church road for Area H.
  - I. Alleys shall be permitted in Area B.
- ## IV. Signage – Signs shall be in conformance with the appropriate district regulations, with the exception of Areas B & H which shall be allowed to have one (1) main, signatory pylon sign with a maximum height of eighty feet (80') as measured from its base to top. Flexibility shall be granted to the Owner in terms of the number and size of signs to be allowed on site and on the buildings, subject to Design Review Commission approval.

# Minutes, City of Southaven, Southaven, Mississippi

---

---

- V. Development shall be in general accordance with the Master Development Plan Modifications to bulk, access or circulation, landscaping, signage and other design considerations may be approved by the Planning Commission.
- VI. Application for amendments (other than modifications permitted in Condition VI Above) to the Planned Unit Development (PUD) may be made by the developer without the consent of other property owners within the PUD. However, all property owners within the required notification of the proposed changes shall be notified in accordance with normal rezoning procedures.



# Minutes, City of Southaven, Southaven, Mississippi



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

City of Southaven City Hall  
Executive Board Room  
8710 Northwest Drive

<b>Date of Hearing:</b>	<b>September 24, 2012</b>
<b>Public Hearing Body:</b>	<b>Planning Commission</b>
<b>Applicant:</b>	<b>WCA Development LLC #50 Hwy. 196 S Piperton, TN 38017 901-854-7849</b>
<b>Total Acreage:</b>	<b>37.83 acres</b>
<b>Existing Zone:</b>	<b>Planned Unit Development (Plum Point)</b>
<b>Location of Subdivision application:</b>	<b>North side of Church Road, between I-55 and Airways Blvd.</b>
<b>Comprehensive Plan Designation:</b>	<b>Commercial</b>

**Staff Comments:**

The applicant is requesting subdivision approval for a seven lot subdivision on the north side of Church Road, between I-55 and Airways Blvd. in the Desoto Point PUD. The lots range in size from 0.5 acres to 19+ acres. Lot 1 and 2 encompass the majority of the acreage on the interior of the site with the remaining five lots being utilized as outparcels for the overall development. All but one of the out parcels are located on Airways Blvd. All bulk regulated easements are shown on the plat. There is a twenty (20) foot drainage

# Minutes, City of Southaven, Southaven, Mississippi

easements along lots 6 and 7, which is where the drainage has been relocated. There are also a ten (10) foot drainage easement on lots 1 and 2 that connects to the larger drainage line. Additionally there is another ten (10) foot drainage easement on lot 2 between lots 4 and 5 along Airways Blvd. No ingress/egresses are shown on this plat. All the property abutting Church Road, which was once a platted section of this area- Area H Plum Point PUD, has been purchased by MDOT for future expansion to the interchange. That particular platted area was vacated prior to this application. That being said, there are no outparcels or access points to this section from Church Road and all maintenance to this area is the responsibility of MDOT.

**Staff Recommendations:**

The applicant has provided all the necessary information regarding setbacks and easements for recording the plat. Planned Commercial districts require a one (1) acre lots for commercial areas; however, this plat is identified in a PUD district with "commercial" uses. There are no common open spaces involved with this plat so general notes regarding maintenance areas are not an issue. With all of that in mind, staff recommends approval.

**Planning Commission  
Recommendation:**

**Motion made by:  
Seconded by:**





# Minutes, City of Southaven, Southaven, Mississippi



## City of Southaven *Top Of Mississippi*

### *Information Technology Department*

To: Mayor Greg Davis,  
Board of Aldermen  
From: Chris Shelton, IT Director  
October 2, 2012  
Re: **Magnolia Wave Internet Service**

Mayor and Board,

In 2003, the City of Southaven recognized that there was a need for more options for citizens and city departments for internet service providers. To meet this need the city then implemented the Magnolia Wave Wireless Internet Service and utilized the Information Technology Department to support and maintain this service. This service was well received and utilized by our community and city departments.

Since the implementation of Magnolia Wave, advances in technology now require greater bandwidth than previously imagined for tasks such as streaming media and gaming. The availability of high speed internet service providers has increased abundantly in Southaven. Citizens can now choose from high speed wireless through several cellular providers, satellite internet and high speed wired service.

The technology used in the Magnolia Wave subscriber service equipment is unable to provide the high speed bandwidth required for today's web and many units have reached the end of useful service life. I respectfully request your approval to terminate the ISP (Internet Service Provider) portion of Magnolia Wave and allow an exit strategy to be invoked for this service that will include removal of all subscriber equipment across the city. Citizens will be notified of this process at least 90 days prior to removal of this equipment. The back bone portion of this project will remain in place on our water towers for continued utilization by our SCADA infrastructure and other city services as determined by the IT Department.

Respectfully,

Chris Shelton

# Minutes, City of Southaven, Southaven, Mississippi

## City of Southaven, Mississippi Fund Balance Policy in Accordance with GASB Statement No. 54

### *Purpose.*

The following policy has been adopted by the Southaven Board of Alderman in order to address the implications of Governmental Accounting Standards Board ("GASB") Statement No. 54, Fund Balance Reporting and Governmental Fund Definitions. The policy is created in consideration of unanticipated events that could adversely affect the financial condition of the City of Southaven and jeopardize the continuation of necessary public services. This policy will ensure that the City of Southaven maintains adequate fund balances and reserves in order to:

- a. Provide sufficient cash flow for daily financial needs,
- b. Secure and maintain investment grade bond ratings,
- c. Offset significant economic downturns or revenue shortfalls, and
- d. Provide funds for unforeseen expenditures related to emergencies.

This policy and the procedures promulgated under it supersede all previous regulations regarding the City of Southaven's fund balance and reserve policies.

### *Definitions*

**Fund Type Definitions** – The following definitions will be used in reporting activity in governmental funds across the City of Southaven. The City may or may not report all fund types in any given reporting period based on actual circumstances and activity.

**General Fund** – The General Fund is used to account for all financial resources not accounted for in other funds. Most of the City's basic services are accounted for in the general fund.

**Proprietary funds** – Proprietary funds are used to account for operating revenues and expenditures resulting from providing services. The City has one type of proprietary fund, Enterprise Funds. The City uses enterprise funds to account for its water and sewer and sanitation services and operations.

**Debt Service Funds** – Debt Service Funds are used to account for all financial resources restricted, committed or assigned to expenditure for principal and interest.

**Capital Projects Fund** – Capital project funds are used to account for all financial resources restricted, committed or assigned to expenditure for the acquisition or construction of capital assets.

**Special Revenue Fund** – Special Revenue funds are used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditure for specified purposes other than debt service or capital projects. The term "proceeds of specific revenue sources"

# Minutes, City of Southaven, Southaven, Mississippi

establishes that one or more specific restricted or committed revenues should be the foundation for a special revenue fund.

**Fund Balance.** Net assets, or the difference between assets and liabilities in a governmental fund, is considered Fund Balance.

The Governmental Accounting Standards Board ("GASB"), who establishes financial reporting rules for governments, separates fund balance into five classifications that comprise a hierarchy based on primarily on the restrictions placed on the funds.

1. *Non-spendable* – Non-spendable fund balance consists of funds that cannot be spent due to their form (e.g. inventories and prepaid expenses).
2. *Restricted* – Restricted fund balance consists of funds that are mandated for a specific purpose by external parties, constitutional provisions or enabling legislation (e.g. penny for the parks)
3. *Committed* - Committed fund balance consists of funds that are set aside for a specific purpose by the City's highest level of decision making. Formal action must be taken by the end of the fiscal year to commit fund balances. The same formal action must be taken to remove or change the limitations placed on the funds.
4. *Assigned* – Assigned fund balance consists of funds that are set aside with the intent to be used for a specific purpose by the City's highest level of decision making authority or body or official that has been given the authority to assign funds. Assigned funds cannot cause a deficit in unassigned fund balance.
5. *Unassigned* – Unassigned fund balance consists of excess funds that have not been classified in the previous four categories. All funds in this category are considered spendable resources. This category also provides the resources necessary to meet unexpected expenditures and revenue shortfalls.

## **Policy**

See definition above for Non-spendable and Restricted Fund Balances. Due to the nature of restrictions, the definitions are sufficient in determining the balances in these funds.

## **Committed Fund Balance**

The Board of Aldermen, as the City's highest level of decision making authority, may commit fund balance for specific purposes pursuant to constraints imposed by formal actions taken, such as a majority vote or resolution. These commitments cannot be used for any other purpose unless the Board of Aldermen removes or changes the specific use through the same type of formal action taken to establish the commitment.

# Minutes, City of Southaven, Southaven, Mississippi

## **Assigned Fund Balance**

Amounts that are constrained by the City's intent to be used for specific purposes but are neither restricted nor committed should be reported as assigned fund balance. This policy hereby delegates the authority to assign amounts to be used for specific purposes to the Chief Administrative Officer for the purpose of reporting these amounts in the annual financial statements. If there is a negative unassigned fund balance there should be no assigned fund balance designation.

## **Unassigned Fund Balance**

Residual net resources, or the balance after restricted, committed and assigned are classified as unassigned fund balance. It is the goal of the City to achieve and maintain an unassigned General Fund balance of a minimum of 12% of General Fund expenditures. This minimum fund balance is to protect against cash flow shortfalls related to timing of projected revenue receipts and to maintain a budget stabilization commitment.

When the fund balance falls below the minimum percent range, the City of Southaven will replenish shortages/deficiencies in a period not to exceed five years by reducing expenditures and/or increasing revenues.

Should the fund balance of the General fund ever exceed the 12% range, the City will consider such fund balance surpluses for one time expenditures that are nonrecurring in nature which will not require additional future expense outlays for maintenance, additional staffing for other recurring expenditures.

Compliance with the provisions of this policy shall be reviewed annually by the Board of Aldermen.

# Minutes, City of Southaven, Southaven, Mississippi

10/2/12  
SP

§ 7-6

SOUTHAVEN CODE

Mr. Ed Portis  
Citizens Agenda

(b) *Pathogenic and radioactive waste.* All pathogenic and radioactive waste shall be disposed of by the hospital or institution generating such waste under such conditions as set forth by federal, state and local regulations.

(c) *Salvageable materials for reclamation.* Persons engaged in collecting or purchasing for resale paper, cardboard, rags and scrap metals for reclamation purposes shall be exempted from the provisions of this title except insofar as regulations of the health department and the sanitation department apply to maintaining standards of health and cleanliness, preventing nuisances, preventing interference with refuse containers and preventing littering.

(Ord. No. 59, § 6, 11-21-89)

## Sec. 7-7. Containers required; specifications.

(a) *Duty to provide.* It shall be the duty of every person in possession, charge or control of any premises where garbage is created or accumulated and in the case of multiple dwellings or multiple occupancy, the owner of the premises, at all times to keep or cause to be kept a sufficient number of containers for the deposit of garbage generated on the premises. It shall be required that garbage placed in such containers be bagged for both convenience and the safety of the general public and city personnel. It shall be incumbent upon every person in possession, charge or control of any premises to which a city-owned cart has been issued to insure the security of such cart from the perils of theft and damage at times other than when the cart is curbside between 6:30 a.m. and 6:30 p.m. on scheduled collection day, or at times otherwise established by the director. The cost of damage or loss occurring to a cart as the result of a failure to adequately secure it shall be borne by the person in possession, charge or control of the premises, who shall also be responsible for reporting any damage or loss of such cart to the sanitation office as soon as the damage or loss is realized. The cost of damage to the cart caused by fire, hot ashes and/or chemicals shall be borne by the person in possession, charge or control of the premises, without regard to the time or location of the cart when such damage occurs.

No garbage shall be placed curbside unless in a closed container.

(b) *Container requirements.* Lids or covers of such containers shall be tightly closed at all times other than when refuse is being deposited therein or removed therefrom. Containers used for the deposit of refuse for collection by the city shall be in good condition so that collection thereof shall not injure the person collecting the contents. Containers having ragged or sharp edges or other defects must be promptly repaired or replaced.

(c) *Fifty-five-gallon drums prohibited.* Fifty-five-gallon drums are prohibited from use as containers for garbage or other refuse. It shall be the duty of both the person in possession, charge or control of any premises as well as the owner of the premises to comply with the provisions of this section regarding the cleanliness of the premises and keeping containers properly closed. Violation of this requirement shall result in a warning to the resident. Any further violations shall result in a \$80 fine to be added to the monthly City of Southaven water and sewer bill. Failure to pay the fine shall result in suspension of these city services.

(Ord. No. 59, § 7, 11-21-89; Amd. of 4-20-04(3), § 1)

## Sec. 7-8. Location of containers.

(a) Carts shall be placed immediately adjacent to the curb; if there is no curb, the cart shall be placed adjacent to a paved roadway, but not placed in the street.

(b) Where front yards are fenced, cart must be placed outside area that is fenced, but not in street. Sanitation personnel will not enter fenced area for collection of refuse.

(c) The director may grant waivers of this section in hardship cases.

(d) City collectors shall not enter any structure for the collection of refuse nor shall they accept any gratuities from persons served.

(e) Refuse shall not be stored in close proximity to other personal effects which are not desired to be collected, but shall be reasonably separated in order that the collectors can clearly distinguish between what is to be collected and what is not. (Ord. No. 59, § 8, 11-21-89)

## Sec. 7-9. Landfills, other places of disposal.

(a) The city may establish public landfills or other places of disposal as may be necessary, and no person shall use any landfill or other place of disposal except with the prior written approval of

# Minutes, City of Southaven, Southaven, Mississippi

Personnel Docket 10/02/2012

Payroll Additions	Position	Department	Effective Date	Rate of Pay
Daniel Kelly	Clerk	City Clerk - 155	10/8/2012	\$10.00
Payroll Deletions	Position	Department	Termination Date	Rate of Pay
James Stallcup	Laborer	Parks -411	9/30/2012 - resigned	\$10.25
Promotions	Position Promoted To	Department	Effective Date	Rate of Pay
Arlbon Crudup	Full Time Laborer	Parks - 411	10/8/2012	\$11.00
Gary Greg	Full Time Laborer	Parks - 411	10/8/2012	\$11.00
Stacy Barnett	Full Time Code Enforcement Officer	MCE - 511	10/8/2012	\$10.00
Suspensions	Department	Length	Effective Date	
Fred Sims	Police - 211	1 day	10/5/2012	

# Minutes, City of Southaven, Southaven, Mississippi

**NATIONAL  
LEAGUE  
of CITIES**

**2012 Officers**

President  
Ted Ellis  
Mayor  
Bluffton, Indiana

First Vice President  
Marie Lopez Rogers  
Mayor  
Avondale, Arizona

Second Vice President  
Chris Coleman  
Mayor  
Saint Paul, Minnesota

Immediate Past President  
James E. Mitchell, Jr.  
Council Member  
Charlotte, North Carolina

Executive Director  
Donald J. Borut

August 30, 2012

Sheila Heath  
City Clerk  
City of Southaven  
8710 Northwest Dr  
Southaven, MS 38671-2410

Dear City Clerk Heath:

The National League of Cities (NLC) Annual Business Meeting will be held on Saturday, December 1, 2012, at the conclusion of the Congress of Cities and Exposition in Boston, Massachusetts. As a direct member city, your city is entitled to vote at this meeting. Based on population as of the 2010 Census, each member city casts between one and twenty votes. The number of votes for each population range can be found below.

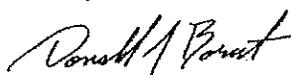
POPULATION	VOTES	POPULATION	VOTES
Under 50,000	1 vote	500,000 – 599,999	12 votes
50,000 – 99,999	2 votes	600,000 – 699,999	14 votes
100,000 – 199,999	4 votes	700,000 – 799,999	16 votes
200,000 – 299,999	6 votes	800,000 – 899,999	18 votes
300,000 – 399,999	8 votes	900,000 and above	20 votes
400,000 – 499,999	10 votes		

To be eligible to cast a city's vote, a voting delegate and alternate must be officially designated by the city using the enclosed credentials form. This form will be forwarded to NLC's Credentials Committee. NLC bylaws expressly prohibit voting by proxy. City elected officials should be made aware of this request so that decisions can be made as to who will be the voting delegate and alternate(s).

At the Congress of Cities, the voting delegate must pick up and sign for the city's voting card at the Credentials Booth before the Annual Business Meeting and must be present at the Annual Business Meeting to cast the city's vote. The Credentials Booth will be open during scheduled times throughout the Congress of Cities and Exposition.

Please return the completed form to NLC by fax (202-626-3109) before October 31, 2012, and keep the original for your files. If you have any questions, please contact Mae Davis, Member Relations Representative at [mdavis@nlc.org](mailto:mdavis@nlc.org) or 202-626-3150; or contact Gail Remy, Director of Member Relations at [remy@nlc.org](mailto:remy@nlc.org), or 202-626-3026.

Thank you,



Donald J. Borut  
Executive Director



# Minutes, City of Southaven, Southaven, Mississippi



## CREDENTIALS FORM

### NATIONAL LEAGUE OF CITIES · 2012 CONGRESS OF CITIES AND EXPOSITION · BOSTON, MASSACHUSETTS

At the Annual Business Meeting on Saturday, December 1, 2012, from 2:30 p.m. to 4:30 p.m., each direct member city of the National League of Cities (NLC) is entitled to cast from one to 20 votes based upon the city's population per the 2010 census, through its designated voting delegate. Please indicate below your city and state, your voting delegate and alternate(s), and sign and date the form. The form should be faxed to NLC at 202-626-3109, by the October 30, 2012, deadline.

The official voting delegate and alternate(s) for the city/town/village of:

Southaven, MS (1)

#### VOTING DELEGATE:

1. NAME: Ricky Jones  
TITLE: Alderman

#### ALTERNATE VOTING DELEGATE(S):

2. NAME: Ronnie Hale TITLE: Alderman  
3. NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

FOR OFFICE USE ONLY  
(DO NOT WRITE IN THIS SPACE)

Voting card issued to:

\_\_\_\_\_  
(signature)

Votes: (1)  
1 \_\_\_\_\_ 2 \_\_\_\_\_ 3 \_\_\_\_\_

PLEASE SIGN AND FAX THIS FORM TO NLC BY OCTOBER 30, 2012  
ATTENTION: MAE DAVIS, MEMBER RELATIONS REPRESENTATIVE  
FAX: 202-626-3109

Signature (city representative): \_\_\_\_\_

Title: Mayor Date: 10/4/12

**RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2012, OF THE CITY OF SOUTHAVEN, MISSISSIPPI, IN THE PRINCIPAL AMOUNT OF TWO MILLION EIGHT HUNDRED SEVENTY FIVE THOUSAND DOLLARS (\$2,875,000) (THE "BONDS") TO RAISE MONEY FOR THE PURPOSE OF PROVIDING FUNDS FOR ERECTING MUNICIPAL BUILDINGS, AND PURCHASING BUILDINGS OR LAND THEREFOR, AND FOR REPAIRING, IMPROVING, ADORNING AND EQUIPPING THE SAME; PURCHASING FIRE-FIGHTING EQUIPMENT AND APPARATUS, AND PROVIDING HOUSING FOR SAME, AND PURCHASING LAND THEREFOR; AND PAYING FOR THE 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 Sections 21-33-301 et seq., 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.

"Bond" or "Bonds" shall mean the \$2,875,000 General Obligation Bonds, Series 2012, of the City authorized and directed to be issued in this resolution.

"Bond Counsel" shall mean Butler, Snow, O'Mara, Stevens & Cannada, PLLC, Ridgeland, Mississippi.

"Bond Resolution" shall mean this resolution.

"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.

"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.

"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 of Southaven, Mississippi.

"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 providing funds for erecting municipal buildings, and purchasing buildings or land therefor, and for repairing, improving, adorning and equipping the same; purchasing fire-fighting equipment and apparatus, and providing housing for same, and purchasing land therefor; and paying for the 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.

"2012 Bond Fund" shall mean the City of Southaven, Mississippi General Obligation Bonds, Series 2012, 2012 Bond Fund provided for in Section 13 hereof.

"2012 Construction Fund" shall mean the City of Southaven, Mississippi General Obligation Bonds, Series 2012, 2012 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 17th day of January, 2012, the Governing Body adopted a certain resolution entitled "**RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND THE BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI (THE "CITY"), TO ISSUE GENERAL OBLIGATION BONDS, SERIES 2012, OF SAID CITY IN THE MAXIMUM PRINCIPAL AMOUNT NOT TO EXCEED TWO MILLION EIGHT HUNDRED SEVENTY FIVE THOUSAND DOLLARS (\$2,875,000) TO RAISE MONEY FOR THE PURPOSE OF PROVIDING FUNDS FOR ERECTING MUNICIPAL BUILDINGS, AND PURCHASING BUILDINGS OR LAND THEREFOR, AND FOR REPAIRING, IMPROVING, ADORNING AND EQUIPPING THE SAME; PURCHASING FIRE-FIGHTING EQUIPMENT AND APPARATUS, AND PROVIDING HOUSING FOR SAME, AND PURCHASING LAND THEREFOR; AND PAYING FOR THE 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 6:00 o'clock p.m. on February 21, 2012, as the date and hour on which it proposed to direct the issuance of said bonds, on or prior to which 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 County 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 February 21, 2012, 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 January 27, 2012 and February 2, 9 and 16, 2012, as evidenced by the publisher's affidavit heretofore presented and filed.

4. On or prior to the hour of 6:00 o'clock p.m. on February 21, 2012, 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 issue the Bonds without an election on the question of the issuance thereof and is authorized to issue Bonds 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 Million Three Hundred Ninety Seven Thousand One Hundred Fifty Three Dollars (\$520,397,153.00); 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 Forty Million Three Hundred Fifteen Thousand Dollars (\$40,315,000), 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 Forty Million Three Hundred Fifteen Thousand Dollars (\$40,315,000); 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) 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. 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.

(b) So long as a Book-Entry System is being used, one Bond in the aggregate principal amount of the Bonds and registered in the name of the Securities Depository, the Securities Depository Nominee and the 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 Participants and the Indirect Participants pursuant to rules and procedures established by the Securities Depository, the 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 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 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 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.

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

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

(e) Each Securities Depository and the 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.

(f) Notwithstanding any other provision of this Bond Resolution, on or prior to the date of issuance of the Bonds, the Paying Agent shall have executed and delivered to the initial Securities Depository a Letter of Representations governing various matters relating to the Securities Depository and its activities pertaining to the Bonds. The terms and provisions of such Letter of Representations are incorporated herein by reference and in the event there shall exist any inconsistency between the substantive provisions of the said 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.

(g) 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 Two Million Eight Hundred Seventy Five Thousand Dollars (\$2,875,000) 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 November 1, 2012; 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 May 1 and November 1 of each year (each an "Interest Payment Date"), commencing

November 1, 2013; and shall mature and become due and payable on November 1 in the years and in the principal amounts as follows:

<u>YEAR</u>	<u>AMOUNT</u>	<u>YEAR</u>	<u>AMOUNT</u>
2013	\$260,000	2018	\$290,000
2014	270,000	2019	295,000
2015	275,000	2020	300,000
2016	280,000	2021	305,000
2017	285,000	2022	315,000

(c) Bonds maturing on November 1, 2020 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 on any date on or after November 1, 2019, or in part, in inverse order of maturity and by lot within a maturity on November 1, 2019, or on any Interest Payment Date thereafter.

(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 City. 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]**  
**UNITED STATES OF AMERICA**  
**STATE OF MISSISSIPPI**  
**CITY OF SOUTHAVEN, MISSISSIPPI**  
**GENERAL OBLIGATION BOND**  
**SERIES 2012**

NO. \_\_\_\_\_ \$ \_\_\_\_\_

<u>Rate of Interest</u>	<u>Maturity</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
-------------------------	-----------------	-------------------------------	--------------

**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 2012, 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 May 1 and November 1 of each year (each an "Interest Payment Date"), commencing November 1, 2013, 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 Two Million Eight Hundred Seventy Five Thousand Dollars (\$2,875,000) to raise money for the purpose of providing funds for erecting municipal buildings, and purchasing buildings or land therefor, and for repairing, improving, adorning and equipping the same; purchasing fire-fighting equipment and apparatus, and providing housing for same, and purchasing land therefor; and paying for the costs of issuance of the Bonds.

This Bond is issued under the authority of the Constitution and statutes of the State of Mississippi, including Sections 21-33-301 et seq., Mississippi Code of 1972, as amended, and by the further authority of proceedings duly had by the Board of Aldermen of the City, including a resolution adopted October 16, 2012 (the "Bond Resolution").

Bonds maturing on November 1, 2020 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 on any date on or after November 1, 2019, or in part, in inverse order of maturity and by lot within a maturity on November 1, 2019, or on any Interest Payment Date thereafter.

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 2012 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 November, 2012.

**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 2012, 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 \_\_\_\_\_, 2012.

\_\_\_\_\_  
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.

**NO  
TICE:** 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 2012 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 2012 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 2012 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 2012 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 2012 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 2012 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 2012 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 2012 Construction Fund. Any income received from investment of monies in the 2012 Construction Fund shall be deposited in the 2012 Construction Fund or the 2012 Bond Fund for the payment of debt service on the Bonds during the construction period for the Project. From the 2012 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 2012 Construction Fund after the completion of the Project shall be transferred to the 2012 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, 2012 to December 31, 2012, 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. City 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](http://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 six months after the end of each fiscal year of the City ending in or after 2012.

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 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 by March 31 in each year, unless the City changes its 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 County 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:

[remainder of page left blank intentionally]

**NOTICE OF BOND SALE**  
**\$2,875,000**  
**GENERAL OBLIGATION BONDS**  
**SERIES 2012**  
**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 6th day of November, 2012 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 Two Million Eight Hundred Seventy Five Thousand Dollars (\$2,875,000) principal amount General Obligation Bonds, Series 2012, of the City (the "Bonds").

The Bonds will be dated November 1, 2012, 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 May 1 and November 1 in each year (each an "Interest Payment Date"), commencing November 1, 2013. The Bonds will mature serially on November 1 in each year and in the principal amounts as follows:

<u>YEAR</u>	<u>AMOUNT</u>	<u>YEAR</u>	<u>AMOUNT</u>
2013	\$260,000	2018	\$290,000
2014	270,000	2019	295,000
2015	275,000	2020	300,000
2016	280,000	2021	305,000
2017	285,000	2022	315,000

Bonds maturing on November 1, 2020 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 on any date on or after November 1, 2019, or in part, in inverse order of maturity and by lot within a maturity on November 1, 2019, or on any Interest Payment Date thereafter.

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 City. 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 erecting municipal buildings, and purchasing buildings or land therefor, and for repairing, improving, adorning and equipping the same; purchasing fire-fighting equipment and apparatus, and providing housing for same, and purchasing land therefor; and paying for the costs of issuance of the Bonds.

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 2012 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 2012, 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 Fifty Seven Thousand Five Hundred Dollars (\$57,500.00) 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, O'Mara, Stevens & Cannada, PLLC, 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 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, 2012, 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 October 16, 2012, 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 October 16, 2012.

/s/ Sheila Heath  
**CITY CLERK**

**PUBLISH: October 23 and 30, 2012**

**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 and authorizes the Mayor and City Clerk to execute the Certificate of the Mayor and Board of Aldermen of City of Southaven, Mississippi, attached hereto as **EXHIBIT B**, in connection with the disclosure requirements regarding the distribution of the above referenced Preliminary Official Statement to prospective purchasers of the Bonds.

**SECTION 29.** 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 30.** 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.

**SECTION 31.** 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 Greg Guy	voted: _____
Alderman Lorine Cady	voted: _____
Alderman Ronnie Hale	voted: _____
Alderman George Payne	voted: _____
Alderman William Brooks	voted: _____
Alderman Ricky Jobs	voted: _____
Alderman Dr. Randy Huling	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 16th day of October, 2012.

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

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

**(SEAL)**

**EXHIBIT A**

**FORM OF PRELIMINARY OFFICIAL STATEMENT**

**EXHIBIT B**

**CERTIFICATE OF THE MAYOR AND BOARD OF ALDERMEN  
OF THE CITY OF SOUTHAVEN, MISSISSIPPI**

This certificate is executed in order to evidence compliance with the continuing disclosure requirements of Securities and Exchange Commission Rule 15c2-12, as amended (the "Rule"). All terms used herein and not defined herein shall have the meaning set forth in the Rule. The City of Southaven, Mississippi (the "City"), hereby certifies as follows:

- (1) The City is required to provide certain financial information and operating data to several nationally recognized municipal securities information repositories under any Continuing Disclosure Agreement(s) executed in connection with any applicable bond issues sold, issued and delivered since July 1, 1995.
- (2) The City has fulfilled its obligations under all Continuing Disclosure Agreement(s) executed in connection with any applicable bond issues sold, issued and delivered since July 1, 1995.
- (3) A copy of the submission by the City required under the Rule for any applicable bond issues sold, issued and delivered by the City since July 1, 1995 is on file at the offices of the City Clerk of the City.

**IN WITNESS WHEREOF**, we have hereunto subscribed our respective official signatures and impressed hereon the seal of the City of Southaven, Mississippi, this the 16th day of October, 2012.

**CITY OF SOUTHAVEN, MISSISSIPPI**

---

**Mayor**

**ATTEST:**

---

**City Clerk**

**(SEAL)**

**NOTICE OF BOND SALE**  
**\$2,875,000**  
**GENERAL OBLIGATION BONDS**  
**SERIES 2012**  
**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 6th day of November, 2012 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 Two Million Eight Hundred Seventy Five Thousand Dollars (\$2,875,000) principal amount General Obligation Bonds, Series 2012, of the City (the "Bonds").

The Bonds will be dated November 1, 2012, 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 May 1 and November 1 in each year (each an "Interest Payment Date"), commencing November 1, 2013. The Bonds will mature serially on November 1 in each year and in the principal amounts as follows:

<u>YEAR</u>	<u>AMOUNT</u>	<u>YEAR</u>	<u>AMOUNT</u>
2013	\$260,000	2018	\$290,000
2014	270,000	2019	295,000
2015	275,000	2020	300,000
2016	280,000	2021	305,000
2017	285,000	2022	315,000

Bonds maturing on November 1, 2020 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 on any date on or after November 1, 2019, or in part, in inverse order of maturity and by lot within a maturity on November 1, 2019, or on any Interest Payment Date thereafter.

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 City. 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 erecting municipal buildings, and purchasing buildings or land therefor, and for repairing, improving, adorning and equipping the same; purchasing fire-fighting equipment and apparatus, and providing housing for same, and purchasing land therefor; and paying for the costs of issuance of the Bonds.

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 2012 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 2012, 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 Fifty Seven Thousand Five Hundred Dollars (\$57,500.00) 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, O'Mara, Stevens & Cannada, PLLC, 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 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, 2012, 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 October 16, 2012, 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 October 16, 2012.

/s/ Sheila Heath  
**CITY CLERK**

**PUBLISH: October 23 and 30, 2012**

ButlerSnow 14203629v1

## **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: **8195 Brooksville Cove, 1880 Colonial Hills Drive, 8026 Stratford Drive, 8250 Chesterfield Drive**, to the effect that the said parcel of land has been neglected whereby **the grass height is in violation and there exist other unsafe conditions** and that the parcel of land in the present condition is deemed to be a menace to the public health and safety of the community.

**WHEREAS**, pursuant to Section 21-19-11 of the Mississippi Code Annotated (1972), the governing authorities of the City of Southaven, Mississippi, provided the owners of the above described parcel of land with notice of the condition of their respective parcel of land and further provided them with notice of a hearing before the Mayor and Board of Aldermen on **Tuesday, October 16, 2012**, by United States mail and by posting said notice, to determine whether or not the said parcel of land were in such a state of uncleanliness as to be a menace to the public health and safety of the community.

**WHEREAS**, none of the owners of the above described parcel of land appeared at the meeting of the Mayor and Board of Aldermen on **Tuesday, October 16, 2012**, 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: **8195 Brooksville Cove, 1880 Colonial Hills Drive, 8026 Stratford Drive, 8250 Chesterfield Drive** is deemed in the existing condition to be a menace to the public health and safety of the community.

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

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

**ALDERMAN**

**VOTED**

Alderman Greg Guy

Alderman Lorine Cady

Alderman Ronnie Hale

Alderman George Payne

Alderman William Brooks

Alderman Ricky Jobs

Alderman Randall T. Huling, Jr.

The Resolution, having received a majority vote of all Aldermen present, was declared adopted on this, the **16th day of October, 2012.**

**CITY OF SOUTHAVEN, MISSISSIPPI**

**BY:**

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

**ATTEST:**

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

**(S E A L)**



## SPECIAL INVESTIGATIONS DIVISION

**To:** Chief Tom Long

**From:** Captain Steve Stewart

**Date:** 10/15/12

**Reference:** Surplus property.

---

Chief,

The following vehicles were seized by the Special Investigations Division during drug related investigations. The vehicles have now been forfeited to the City of Southaven after completing all legal proceedings. I am requesting that the following vehicles be listed as surplus property and sold on govedeals.com.

- 1- 1994 Honda Accord, VIN: 1HGCD555XRA018632.
- 2- 1990 Honda Accord, VIN: 1HGCB7168LA079114.
- 3- 2002 Dodge pickup, VIN: 1D7HA16K82J220097.
- 4- 1999 Suzuki Grand Vitara, JS3TE62V6X4101459.

Thanks,

  
\_\_\_\_\_  
Captain Steve Stewart IBM #1060

# CERTIFICATE OF TITLE

Form 79-001-05-7-1-000

STATE OF MISSISSIPPI

ORIGINAL

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR	MODEL	BODY	TITLE NUMBER
1HGCD555XRA018632	HOND	1994	ACC	4D	G121823-02

TITLE DATE	DATE OF FIRST SALE FOR USE NEW ONLY	NO. CYL.	NEW / USED	TYPE OF VEHICLE	PASS. OR GWV
10032012		04	X	PASS	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 03 DAY OF OCTOBER 20 12  
12277055008 01497

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 Mississippi 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

19486680

MISSISSIPPI DEPARTMENT OF REVENUE

*Ed Morgan*

VOID IF ALTERED

# CERTIFICATE OF TITLE

Form 79-001-05-7-1-000

STATE OF MISSISSIPPI

ORIGINAL

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR	MODEL	BODY	TITLE NUMBER
1HGCB7168LA079114	HOND	1990	ACC	CP	F445266-02

TITLE DATE	DATE OF FIRST SALE FOR USE NEW ONLY	NO. CYL.	NEW / USED	TYPE OF VEHICLE	PASS. OR GWV
10032012		04	X	PASS	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 03 DAY OF OCTOBER 20 12  
12277055005 01494

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 Mississippi 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

19486677

MISSISSIPPI DEPARTMENT OF REVENUE

*Ed Morgan*

VOID IF ALTERED

# CERTIFICATE OF TITLE

Form 79-001-05-7-1-000

STATE OF MISSISSIPPI

ORIGINAL

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR	MODEL	BODY	TITLE NUMBER
1D7HA16K82J220097	DODG	2002	150	PK	F455126-02

TITLE DATE	DATE OF FIRST SALE FOR USE NEW ONLY	NO. CYL.	NEW / USED	TYPE OF VEHICLE	PASS. OR GVW
10032012		06	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 03 DAY OF OCTOBER 20 12  
12277055007 01496

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 Mississippi 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  
19486679

MISSISSIPPI DEPARTMENT OF REVENUE

*Ed Morgan*

VOID IF ALTERED

# CERTIFICATE OF TITLE

Form 79-001-05-7-1-000

STATE OF MISSISSIPPI

ORIGINAL

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR	MODEL	BODY	TITLE NUMBER
JS3TE62V6X4101459	SUZI	1999	GJS	4W	8810661-06

TITLE DATE	DATE OF FIRST SALE FOR USE NEW ONLY	NO. CYL.	NEW / USED	TYPE OF VEHICLE	PASS. OR GVW
10032012		06	X	PASS	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 \_\_\_\_\_ (LIENHOLDER) BY \_\_\_\_\_ (SIGNATURE AND TITLE)

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20 \_\_\_\_\_

2ND LIEN \_\_\_\_\_ (LIENHOLDER) BY \_\_\_\_\_ (SIGNATURE AND TITLE)

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20 \_\_\_\_\_



IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS

THE 03 DAY OF OCTOBER 20 12  
12277055006 01495

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 Mississippi 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

19486678

MISSISSIPPI DEPARTMENT OF REVENUE

*Ed Morgan*

VOID IF ALTERED

Personnel Docket  
 October 16, 2012

Payroll Additions	Position	Department
Kendrin Williams	Laborer	Public Works - 311
James Fleming	Laborer	Public Works - 311
Ronnie King Jr	CDL Operator	Public Works - 311
Payroll Deletions	Position	Department
Ronnie Noe	Sergeant	Police - 211
Ethan Thomspn	Seasonal Laborer	Parks - 411
Cody Vinson	Seasonal Laborer	Parks - 411
Jimmy Stephens	Seasonal Laborer	Parks - 411
David Peacock	Seasonal Laborer	Parks - 411
Grant Woods	Seasonal Laborer	Parks - 411
Kendrick Addison	Concessions	Parks Tournaments - 412
Adriane Allen	Gift Shop	Parks Tournaments - 412
Brandon Allen	Grounds	Parks Tournaments - 412
Toni Allen	Concessions	Parks Tournaments - 412
Tyra Anderson	Concessions	Parks Tournaments - 412
Cody Andrada	Gates	Parks Tournaments - 412
Caleb Armour	Grounds	Parks Tournaments - 412
John Belk	Grounds	Parks Tournaments - 412
Lindy Bloom	Gates	Parks Tournaments - 412
Desmond Bonds	Grounds	Parks Tournaments - 412
Deswick Bonds	Grounds	Parks Tournaments - 412
Lisa Booth	Gates	Parks Tournaments - 412
Maggie Bootman	Gates	Parks Tournaments - 412
Justice Briggs	Concessions	Parks Tournaments - 412
Hillary Burnette	Concessions	Parks Tournaments - 412
Jacquelyn Burns	Gates	Parks Tournaments - 412
Jessica Cagle	Data Entry	Parks Tournaments - 412
Angela Carden	Gift Shop	Parks Tournaments - 412
James Carson	Grounds	Parks Tournaments - 412
Catherine Chilcutt	Gates	Parks Tournaments - 412
Kayla Clark	Gift Shop	Parks Tournaments - 412
Matthew Clarke	Grounds	Parks Tournaments - 412
Jessica Clayton	Concessions	Parks Tournaments - 412
Damian Coleman	Grounds	Parks Tournaments - 412
Kamerone Coleman	Grounds	Parks Tournaments - 412
Meagan Cook	Gates	Parks Tournaments - 412
Brandon Cooper	Grounds	Parks Tournaments - 412
Sydney Cooper	Concessions	Parks Tournaments - 412
Franklin Craft	Grounds	Parks Tournaments - 412
Krysten Cramer	Concessions	Parks Tournaments - 412
Kaleigh Davis	Gift Shop	Parks Tournaments - 412
India Day	Cash Control	Parks Tournaments - 412

William Day	Grounds	Parks Tournaments - 412
Norman Deason	Gates	Parks Tournaments - 412
Alexandria Denfip	Concessions	Parks Tournaments - 412
Zach Dickey	Grounds	Parks Tournaments - 412
Jusy Easley	Gates	Parks Tournaments - 412
Lauren Eddy	Gates	Parks Tournaments - 412
Samantha Elliott	Gift Shop	Parks Tournaments - 412
Gary Farris	Gates	Parks Tournaments - 412
Julie Farris	Gates	Parks Tournaments - 412
Charli Farrow	Gates	Parks Tournaments - 412
Demario Felix	Concessions	Parks Tournaments - 412
Erica Flake	Gates	Parks Tournaments - 412
William Freeman	Grounds	Parks Tournaments - 412
Asher Gagne	Grounds	Parks Tournaments - 412
Lori Gilbert	Score Keepers	Parks Tournaments - 412
Stephanie Gordon	Concessions	Parks Tournaments - 412
Ian Greene	Gates	Parks Tournaments - 412
Travis Griffiths	Grounds	Parks Tournaments - 412
William Griggs	Grounds	Parks Tournaments - 412
Lauren Grimes	Gift Shop	Parks Tournaments - 412
Dayzha Gross	Concessions	Parks Tournaments - 412
Nick Guerrero	Gates	Parks Tournaments - 412
Keaton Hamby	Grounds	Parks Tournaments - 412
Erin Harpole	Concessions	Parks Tournaments - 412
Nathan Hay	Grounds	Parks Tournaments - 412
Robert Hayes	Grounds	Parks Tournaments - 412
Corey Hector	Grounds	Parks Tournaments - 412
MacKenzie Higgins	Gates	Parks Tournaments - 412
Prea Hopkins	Concessions	Parks Tournaments - 412
Charles Houck	Grounds	Parks Tournaments - 412
Cameron Hughes	Gates	Parks Tournaments - 412
Jacob Humphrey	Gates	Parks Tournaments - 412
Michael Hyde	Grounds	Parks Tournaments - 412
Jodi James	Concessions	Parks Tournaments - 412
Jordan Jenne	Concessions	Parks Tournaments - 412
Brandon Jones	Grounds	Parks Tournaments - 412
Amanda Kaminski	Gates	Parks Tournaments - 412
Olivia Ketchum	Cash Control	Parks Tournaments - 412
Katheryn Kicker	Gift Shop	Parks Tournaments - 412
Jeffery Knowles	Grounds	Parks Tournaments - 412
Anita Lambert	Gates	Parks Tournaments - 412
Gayle Lander	Cash Control	Parks Tournaments - 412
Michael Landry	Gates	Parks Tournaments - 412
Roger Lay	Grounds	Parks Tournaments - 412
Theresa Lee	Gates	Parks Tournaments - 412
Breanna Madero	Gates	Parks Tournaments - 412
Brittney Madison	Gates	Parks Tournaments - 412

Lucas McAliser	Grounds	Parks Tournaments - 412
Jereme McChriston	Grounds	Parks Tournaments - 412
Linda McGan	Concessions	Parks Tournaments - 412
Kyle McKinney	Grounds	Parks Tournaments - 412
Kimberly McNatt	Gift Shop	Parks Tournaments - 412
Larriel Milam	Grounds	Parks Tournaments - 412
Susan Miller	Gift Shop	Parks Tournaments - 412
Taylor Miller	Gift Shop	Parks Tournaments - 412
Candice Monteith	Gates	Parks Tournaments - 412
Dalton Montgomery	Concessions	Parks Tournaments - 412
Caroline Moore	Concessions	Parks Tournaments - 412
Michael Moore	Concessions	Parks Tournaments - 412
Charles Morgan	Grounds	Parks Tournaments - 412
Claiborne Myers	Grounds	Parks Tournaments - 412
Ulysses Noel	Grounds	Parks Tournaments - 412
Marayla Nystrand	Gates	Parks Tournaments - 412
Chandler Olivi	Grounds	Parks Tournaments - 412
Ian Painter	Grounds	Parks Tournaments - 412
Brenda Palmer	Gates	Parks Tournaments - 412
Lacie Patterson	Gates	Parks Tournaments - 412
Kelly Paullus	Concessions	Parks Tournaments - 412
Sarah Paullus	Concessions	Parks Tournaments - 412
Ashley Pilgrim	Concessions	Parks Tournaments - 412
Mary Pilgrim	Concessions	Parks Tournaments - 412
Brent Pine	Grounds	Parks Tournaments - 412
Morgan Pipkin	Concessions	Parks Tournaments - 412
Abigail Ponder	Gates	Parks Tournaments - 412
Glenda Price	Grounds	Parks Tournaments - 412
Robert Purvis	Grounds	Parks Tournaments - 412
Angela Redden	Cash Control	Parks Tournaments - 412
Amber Reyes	Concessions	Parks Tournaments - 412
Jamie Marie Reyes	Cash Control	Parks Tournaments - 412
Kari Reyes	Concessions	Parks Tournaments - 412
Thomas Reyes	Grounds	Parks Tournaments - 412
Kelsey Rich	Concessions	Parks Tournaments - 412
Christian Richardson	Grounds	Parks Tournaments - 412
Raven Richardson	Concessions	Parks Tournaments - 412
Meagan Robbins	Concessions	Parks Tournaments - 412
Kelsey Roberts	Concessions	Parks Tournaments - 412
Splaresa Rompca	Concessions	Parks Tournaments - 412
Mary Rucker	Concessions	Parks Tournaments - 412
Christopher Sevegney	Grounds	Parks Tournaments - 412
Kayla Shaw	Concessions	Parks Tournaments - 412
Mallory Shaw	Gates	Parks Tournaments - 412
Lori Shelton	Gift Shop	Parks Tournaments - 412
Demarcus Sholar	Concessions	Parks Tournaments - 412
Kellye Sledge	Gift Shop	Parks Tournaments - 412

James Smith	Grounds	Parks Tournaments - 412
Connie Sockwell	Cash Control	Parks Tournaments - 412
Susan Sowell	Grounds	Parks Tournaments - 412
Thomas Stallcup	Concessions	Parks Tournaments - 412
Taylor Steiner	Concessions	Parks Tournaments - 412
Shawn Stephens	Grounds	Parks Tournaments - 412
Madilyn Stone	Gates	Parks Tournaments - 412
Travis Stubbs	Grounds	Parks Tournaments - 412
Colin Tacker	Gates	Parks Tournaments - 412
John Tamgolia	Gates	Parks Tournaments - 412
Richard Tapper	Gates	Parks Tournaments - 412
Cameron Taylor	Grounds	Parks Tournaments - 412
Jennie Taylor	Gift Shop	Parks Tournaments - 412
Jordan Taylor	Grounds	Parks Tournaments - 412
Terneec Taylor	Concessions	Parks Tournaments - 412
Terrance Taylor	Concessions	Parks Tournaments - 412
Emily Terrell	Concessions	Parks Tournaments - 412
Brandon Tillary	Concessions	Parks Tournaments - 412
Darby Turman	Grounds	Parks Tournaments - 412
Chris Van Tuyl	Gates	Parks Tournaments - 412
Caleb Wade	Grounds	Parks Tournaments - 412
Jacob Walton	Concessions	Parks Tournaments - 412
Lacey Wheeler	Concessions	Parks Tournaments - 412
Dylan White	Grounds	Parks Tournaments - 412
Carl Whitten	Grounds	Parks Tournaments - 412
Hannah Wilkerson	Gates	Parks Tournaments - 412
Brajun Williams	Grounds	Parks Tournaments - 412
Kayla Wilson	Gates	Parks Tournaments - 412
MacKenzie Wilson	Concessions	Parks Tournaments - 412
Melinda Wilson	Gift Shop	Parks Tournaments - 412
Delaine Wingo	Concessions	Parks Tournaments - 412
Diviniti Woods	Concessions	Parks Tournaments - 412
Brandon Wright	Grounds	Parks Tournaments - 412









City of Southaven  
Docket of Claims



Warrant #: C-101612 & W-101612

Page 1 of 32

City of Southaven Claims Docket  
Warrant #: C-101612 & W-101612

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
32844	0	189859	424	A TO Z ADVERTISING	S SPARKS 2013 ALLOT	\$49.96
32821	0	189860	424	A TO Z ADVERTISING	M LITTLE 2013 ALLOT	\$50.00
3217065	0	190154	6142	ACCESS POINT INC	PHONE SERVICES - 385 STATELINE RD	\$215.79
093012	0	190277	10184	ACKERMAN JOHNNY	UMPIRE	\$233.00
127718	0	190091	6474	ACTION CHEMICAL	HAND CLEANER	\$99.00
426241-36300	0	190393	13310	AETNA	EMS BILLING REFUND	\$363.32
092012	0	190435	19381	AICPA	E MCILWAIN (04867090)	\$220.00
9904605674	0	190092	6479	AIRGAS MID SOUTH	LARGE ACETYLENE	\$122.00
093012	0	190231	18636	ALEXANDER ASHLEY	SCOREKEEPER	\$20.00
09AC155711	0	190389	19377	AMERICAN CONTINENTAL	EMS BILLING REFUND	\$82.63
2008475315	0	189981	5869	AMERICAN INSTITUTE O	CONTRACT DOC SOFTWARE FOR CONSTRUCTION PROJECTS	\$309.00
107147	0	190372	883	AMERICAN TIRE REPAIR	TIRES - TRUCK 832	\$100.00
093012	0	190279	14489	ANDERSON GREGORY	UMPIRE	\$215.00
PP3-2012	0	190177	19355	ANDRADA KAYLA	SOCCER REF	\$48.00
13318	0	190140	246	ANIMAL CARE EQUIPMEN	FOGGER / CARRIER	\$106.30
581-5735406	0	189984	156	ARAMARK UNIFORM SERV	MATS @ CITY HALL	\$190.46

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
581-4731960	0	189892	156	ARAMARK UNIFORM SERV	MATS @ COURT	\$90.17
581-4731961	0	190008	156	ARAMARK UNIFORM SERV	MATS @ CITY HALL	\$190.46
581-4735405	0	189977	156	ARAMARK UNIFORM SERV	MATS @ COURT	\$90.17
PP3-2012	0	190180	18125	ARMSTRONG JOLYN	SOCCER REF	\$61.00
09261	0	190436	19380	ASSOCIATION OF GOV	E MCILWAIN - MEMBER DUES	\$39.90
393500561012	0	190152	13136	AT&T	PHONE SERVICES - PARKS	\$153.76
28083671012	0	190160	13136	AT&T	PHONE SERVICES - COURT	\$153.22
030381481012	102173	189791	166	AT&T	PHONE SERVICES - CITY HALL	\$409.49
030047421012	102173	189792	166	AT&T	PHONE SERVICES - FIRE	\$110.38
820538861012	0	190342	1167	AT&T MOBILITY	PHONE SERVICES - UTILITIES	\$90.50
092812	0	190365	1167	AT&T MOBILITY	ACCT 6622800258 (PARKS BLDG)	\$54.03
056255761112	0	190445	1145	ATMOS ENERGY	8710 NORTHWEST DR	\$129.55
056036391112	0	190450	1145	ATMOS ENERGY	1320 BROOKHAVEN DR	\$20.66
056755841112	0	190447	1145	ATMOS ENERGY	8691 NORTHWEST DR	\$124.75
056199591112	0	190444	1145	ATMOS ENERGY	8779 WHITWORTH ST	\$25.03
057809191112	0	190446	1145	ATMOS ENERGY	8779 WHITWORTH ST	\$31.62
056839611112	0	190449	1145	ATMOS ENERGY	385 STATELINE RD	\$55.80
057841881112	0	190448	1145	ATMOS ENERGY	8779 WHITWORTH ST	\$29.42
064414471012	102174	189794	1145	ATMOS ENERGY	6275 SNOWDEN LANE - PARKS	\$21.74
058436801012	102174	189801	1145	ATMOS ENERGY	5813 PEPPERCHASE BLDG. B	\$25.25
061246421012	102174	189802	1145	ATMOS ENERGY	6070 SNOWDEN AVE - PARKS	\$17.23
056557561012	102174	189799	1145	ATMOS ENERGY	2101 COLONIAL HILLS - PARKS	\$47.44

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
158069701012	102174	189793	1145	ATMOS ENERGY	6450 GETWELL RD - FIRE	\$152.29
062019171012	102174	189803	1145	ATMOS ENERGY	7360 HIGHWAY 51 N - PARKS	\$204.53
057480511012	102174	189800	1145	ATMOS ENERGY	6050 ELMORE RD	\$86.31
093012	0	190280	14528	AUTRY RICKY	UMPIRE	\$264.00
093012	0	190281	18830	BAILEY JAMES	UMPIRE	\$138.00
093012	0	190232	18119	BALDWIN MADISON	SCOREKEEPER	\$110.00
093012	0	190234	16045	BARTLEY COURTNEY	SCOREKEEPER	\$132.00
093012	0	190282	9480	BAXTER ED	UMPIRE	\$312.00
PP3-2012	0	190151	8764	BEASLEY GARY	FOOTBALL REF	\$600.00
093012	0	190283	8764	BEASLEY GARY	UMPIRE	\$250.00
146211	0	190463	268	BEST CHANCE JANITOR	TISSUE, SPARTAN NABC, SOAP	\$1,031.58
093012	0	190235	18596	BILLS COLTON	SCOREKEEPER	\$50.00
093012	0	190284	16175	BLACK DAVID	UMPIRE	\$331.00
36	0	190123	19244	BLANN, JR JAMES H	MARTIAL ARTS	\$30.00
35	0	189880	19244	BLANN, JR JAMES H	MARTIAL ARTS LESSONS	\$30.00
093012	0	190237	19366	BLEDSOE LUCAS	SCOREKEEPER	\$160.00
2044677	0	189902	312	BOB LADD & ASSOCIATE	RR SHOCK ABSORBER / SHOCK CUSHION KIT	\$73.04
SI016915	0	190150	312	BOB LADD & ASSOCIATE	GOLF CART REPAIRS	\$478.11
PP3-2012	0	190179	19356	BOETTCHEP PACE	SOCCER REF	\$64.00
093012	0	190285	18938	BOLER JOEY	UMPIRE	\$150.00
093012	0	190286	14504	BOREN, STEPHEN	UMPIRE	\$246.00
093012	0	190287	1043	BOSLEY, JEFF	UMPIRE	\$156.00

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
90518	0	189830	9101	BOTACH TACTICAL	B YOAKUM 2013 ALLOT	\$405.39
PP3-2012	0	190153	18755	BOYLAN JESSIE LEE	FOOTBALL REF	\$240.00
9-20-2012	0	189912	10133	BRIDGE & WATSON INC	PROFESSIONAL SERVICES	\$2,570.35
12	0	190126	19143	BROADWAY JAMIE L	ZUMBA INSTRUCTOR	\$30.00
093012	0	190238	18631	BROWN ALISSA JORDAN	SCOREKEEPER	\$20.00
093012	0	190240	18625	BROWN BELLE	SCOREKEEPER	\$30.00
100512	0	189979	7920	BROWN WESLEY A	PER DIEM - NASHVILLE, TN	\$97.74
093012	0	190289	15336	BUCHANAN WILLIAM E	UMPIRE	\$56.00
093012	0	190242	2756	BUCK DANIELLE	SCOREKEEPER	\$110.00
5755512	0	189933	663	BULLFROG AMOCO	PROPANE	\$80.00
093012	0	190288	8233	BURCHYETT TYLER	UMPIRE	\$113.00
3J12019	0	190370	7617	BUSINESS FORMS & SYS	CUT OFF NOTICE DOOR HANGERS	\$885.00
STMT509886	0	189992	17086	BUTLER SNOW	GENERAL SERVICES - SEPT 2012	\$12,500.00
11505028	0	189877	1056	BWI MEMPHIS	FIELD MARKER / FIRE ANT BAIT	\$551.78
11509698	0	189899	1056	BWI MEMPHIS	FIELD MARKER / FIRE ANT BAIT	\$690.68
12-10-07	0	189995	14405	C H CONSTRUCTION SER	JORDAN MEADOWS	\$525.00
12-09-20	0	190348	14405	C H CONSTRUCTION SER	CLEAN HORN LAKE RD FROM STORM	\$450.00
12-10-04	0	189994	14405	C H CONSTRUCTION SER	1430 STONEHEDGE DRIVE	\$450.00
093012	0	190291	19086	CALDWELL JACKIE	UMPIRE	\$321.00
368269	0	189822	669	CAMPER CITY USA INC	TOOL BOX (TRUCK 802)	\$329.00
PP3-2012	0	190183	11133	CARSON ANITA	SOCCER REF	\$100.00
PP3-2012	0	190184	2574	CARSON, MICHAEL A	SOCCER REF	\$585.00

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
STMT633087	0	189926	14437	CB RICHARD ELLIS COR	COURT PARKING LEASE - OCT 2012	\$416.67
100412	0	190456	4288	CELLULAR SOUTH	CELL PHONES - SEPT 2012	\$7,340.54
31910	0	189932	16158	CENTRAL BATTERY	VEHICLE MAINTENANCE	\$80.00
31923	0	189931	16158	CENTRAL BATTERY	VEHICLE MAINTENANCE	\$140.00
093012	0	190243	13220	CHAFFIN, DANIELLE	SCOREKEEPER	\$30.00
PP3-2012	0	190186	13940	CHANDLER NICHOLAS	SOCCER REF	\$107.00
100212	0	189841	5829	CHANDLER RICHARD	2013 ALLOT CLOTHING REIMBURSEMENT	\$208.17
PP3-2012	0	190188	18076	CHENOWETH BRANDON	SOCCER REF	\$290.00
2021	0	189848	18221	CIVIL-LINK, LLC	STATELINE/TCHULAHOMA INTERSECTION	\$1,395.36
2020	0	189850	18221	CIVIL-LINK, LLC	HWY 51/DORCHESTER PEDESTRIAN CROSSING	\$4,283.49
2019	0	189847	18221	CIVIL-LINK, LLC	MDOT GRANT PRELIM ENGINEERING	\$3,139.19
2022	0	189849	18221	CIVIL-LINK, LLC	AIRWAYS/PLUM POINT INTERSECTION (MALL SITE)	\$18,013.87
4355	0	189925	15344	CLYDE C SCOTT INSURA	SURETY - RENEW CRIME POLICY	\$5,900.00
093012	0	190290	6659	COLEMAN EDWARD A	UMPIRE	\$175.00
093012	0	190292	15337	COLLINS TIMOTHY	UMPIRE	\$265.00
458907011012	102175	189790	2351	COMCAST	3335 PINE TAR ALLEY	\$745.23
894491011012	102175	189795	2351	COMCAST	7525 GREENBROOK - SCADA UNIT	\$81.90
36957	0	189989	17845	CONCERN	MTHLY BILLING 10/2012	\$412.50
217096	0	190366	3554	CORNERSTONE LAB	TRINITY LAKES WWTP	\$170.00
217083	0	190041	3554	CORNERSTONE LAB	TRINITY LAKES WWTP	\$75.00
PP3-2012	0	190190	18126	CORREA JULIO	SOCCER REF	\$36.00
270033	0	189840	836	COUNTRY FORD INC	3001 FRONT END REPAIR	\$743.01

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
270290	0	190038	836	COUNTRY FORD INC	293 - FRONT BRAKES	\$178.64
270192	0	190068	836	COUNTRY FORD INC	3027 WIRE / ELEMENT ASSY	\$247.79
270453	0	190101	836	COUNTRY FORD INC	3025 DIAGNOSTIC TRANSPORT BUS	\$113.14
269991	0	189838	836	COUNTRY FORD INC	3048 AC MODULE, LC MODULE	\$895.40
270012	0	189839	836	COUNTRY FORD INC	3041 REPLACE TEMP BLEND DOOR	\$740.81
269823	0	190462	836	COUNTRY FORD INC	UNIT 3054 - REPAIRS	\$1,073.52
195259	0	189950	836	COUNTRY FORD INC	VEHICLE MAINTENANCE	\$50.00
270229	0	190052	836	COUNTRY FORD INC	1456 - TRANSMISSION FLUSH	\$470.33
95274	0	190042	309	COWBOY CORNER INC	BOOTS - EMPLOYEE 810	\$100.00
95275	0	190043	309	COWBOY CORNER INC	BOOTS - EMPLOYEE 813	\$100.00
95587	0	190044	309	COWBOY CORNER INC	BOOTS - EMPLOYEE 817	\$84.96
PP3-2012	0	190192	19357	COX NATHANIEL	SOCCER REF	\$36.00
PP3-2012	0	190193	2577	COX, DAVID R	SOCCER REF	\$180.00
SEPT2012	0	189891	962	CRIME STOPPERS	CRIMESTOPPERS	\$1,363.53
1-533265	0	190395	223	CROW'S TRUCK SERVICE	VEHICLE MAINT.	\$47.48
1-532489	0	189943	223	CROW'S TRUCK SERVICE	VEHICLE MAINTENANCE	\$30.29
1-532226	0	189944	223	CROW'S TRUCK SERVICE	PLUG	\$9.82
01-211223	0	189883	18557	CUBE ICE INC.	ICE	\$100.00
1196	0	190000	12576	D&J'S CLEANING SERVI	CLEANING @ SPAC	\$100.00
1195	0	189999	12576	D&J'S CLEANING SERVI	CLEANING @ SPAC	\$150.00
1197	0	190227	12576	D&J'S CLEANING SERVI	COURT CLEANING OF CARPETS	\$1,785.00
1199	0	190233	12576	D&J'S CLEANING SERVI	FLOOR WORK AT P.D.	\$2,615.00

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
1193	0	189946	12576	D&J'S CLEANING SERVI	CLEANING @ SPAC	\$150.00
1198	0	190229	12576	D&J'S CLEANING SERVI	CLEANING AT P.D. - ONE TIME AS REQUESTED	\$975.00
1194	0	189945	12576	D&J'S CLEANING SERVI	CLEANING AT SPAC	\$100.00
100812	102178	189957	7307	DALE K THOMPSON	(5) NOTICES OF LEIN (2585 - 2589)	\$25.00
093012	0	190293	10197	DANIEL TYLER	UMPIRE	\$230.00
093012	0	190294	16707	DAVIS LONNIE	UMPIRE	\$188.00
092812	0	189969	1363	DAVIS W. E. "SLUGGO"	RECORD DEEDS	\$84.00
092812	0	189922	1916	DAVIS, CHARLES G	PER DIEM / HOTEL REIMBURSEMENT - TUPELO, MS	\$223.86
093012	0	190295	13391	DAVIS, PERRY	UMPIRE	\$259.00
PP3-2012	0	190201	19358	DENTON KATELYN	SOCCER REF	\$64.00
100112	0	189890	963	DEPT OF PUBLIC SAFET	IWRCP MTHLY ASSESSMENT - SEPT 2012	\$4,522.59
266964199-13612	0	190391	19375	DEPT OF VETERANS	EMS BILLING REFUND	\$474.66
63321	0	190145	500	DESOTO COUNTY ANIMAL	PROFESSIONAL SERVICES	\$1,031.48
100912	0	190442	4646	DESOTO COUNTY REGION	COLLECTED SEWER FEES - SEPT 2012	\$7,700.00
100212	0	189844	964	DESOTO COUNTY SHERIF	20% SEIZED FUNDS	\$14,600.00
291037	0	190028	10696	DESOTO SOD, LLC	BERMUDA SOD - DEER CREEK CIRCLE	\$65.00
300030372	0	190350	1185	DESOTO TIMES-TRIBUNE	PN: BONDS	\$16.70
300030049	0	190156	1185	DESOTO TIMES-TRIBUNE	ADVERTISING	\$31.80
674584	0	190130	19254	DESOTO UPHOLSTERY	COLF CART SEAT	\$175.00
18837356304	0	190148	16529	DIRECTV	ACCT 046471734 (3335 PINE TAR ALLEY)	\$96.29
19922	0	189974	19224	DIXIE DECORATIONS	CHRISTMAS WREATHS - NORTHWEST DRIVE	\$4,200.00
PP3-2012	0	190195	11508	DOCKERY LAWRENCE	SOCCER REF	\$93.00

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
PP3-2012	0	190196	15547	DOCKERY PATRICK	SOCCER REF	\$72.00
2012001055	0	189869	17266	DOOR PRO, INC	STATION 1	\$362.50
2012001056	0	189870	17266	DOOR PRO, INC	STATION 1	\$225.00
PP3-2012	0	190155	18061	DOVER LARRY	FOOTBALL REF	\$280.00
PP3-2012	0	190198	16933	DUCK MATT	SOCCER REF	\$45.00
9001409578	0	190144	17049	DVM RESOURCES	PROFESSIONAL SERVICES	\$217.96
7732	0	189976	1380	EAGLES STRIPE-A-LOT	STRIPED PARKING LOT @ ARENA	\$1,950.00
093012	0	190296	10752	EASLEY JEREMY	UMPIRE	\$233.00
2609	0	189927	4640	ECHOLS GROUP	LOBBYING - OCT 2012	\$1,500.00
093012	0	190297	14906	EDGE JEFFREY	UMPIRE	\$399.00
093012	0	190244	17412	ELDRED KALEY	SCOREKEEPER	\$10.00
093012	0	190298	18765	EMBREY MICHAEL	UMPIRE	\$180.00
204	0	189868	12561	EMERGENCY MEDICAL RE	EMS MED CONTROL OCT 2012	\$1,500.00
594789411112	0	190404	966	ENTERGY	6610 AIRWAYS BLVD	\$29.59
796045341112	0	190427	966	ENTERGY	2543 GEM ST	\$40.58
168331211112	0	190443	966	ENTERGY	5813 PEPPERCHASE DR	\$1,663.92
850563981112	0	190410	966	ENTERGY	750 BROOKSIDE RD	\$20.49
187576581112	0	190425	966	ENTERGY	WOODLAND TRACE SOUTH	\$11.62
571531321012	0	190332	966	ENTERGY	2768 BLACK ROCK RD	\$31.04
168377831112	0	190418	966	ENTERGY	4005 COLLEGE RD	\$20.25
176259481112	0	190421	966	ENTERGY	4446 AIRWAYS BLVD	\$2,241.26
168517351112	0	190416	966	ENTERGY	5795 PEPPERCHASE DR	\$24.53

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
980501801112	0	190413	966	ENERGY	5813 PEPPERCHASE DR	\$7.97
176270841112	0	190423	966	ENERGY	170 COLLEGE RD	\$4,356.70
439811821012	0	190329	966	ENERGY	1903 STARLANDING RD LAKES OF NICHOLAS	\$52.85
637991831112	0	190401	966	ENERGY	6715 HOSPITALITY RD	\$126.69
168380051112	0	190419	966	ENERGY	4830 AIRWAYS BLVD	\$16.22
176235701112	0	190420	966	ENERGY	6052 ELMORE CD SIREN	\$22.67
527304701112	0	190406	966	ENERGY	85 CHURCH RD E	\$23.57
157656701112	0	190428	966	ENERGY	SWEETWATER ST	\$413.54
815776371112	0	190430	966	ENERGY	2009 STAR LANDING RD E TOR SIREN	\$18.09
605725261112	0	190433	966	ENERGY	GROVE MEADOWS LIFT STATION	\$60.12
193387141112	0	190424	966	ENERGY	TURMAN DR	\$100.96
792402061112	0	190414	966	ENERGY	4154 DAVIS RD ST CLAIR LIFT STATION SEWER	\$25.49
168531521112	0	190417	966	ENERGY	483 CHURCH RD	\$27.72
843377161112	0	190412	966	ENERGY	6145 AIRWAYS BLVD	\$44.04
594788671112	0	190403	966	ENERGY	63454 AIRWAYS BLVD	\$31.37
508813091112	0	190402	966	ENERGY	1005 CHURCH W RD	\$22.06
187578311112	0	190426	966	ENERGY	3401 WOODLAND TRACE NORTH	\$112.61
605724761112	0	190432	966	ENERGY	LEGENDS LAGOON	\$237.05
876464101012	0	190326	966	ENERGY	2560 STARLANDING RD	\$119.98
761941741112	0	190422	966	ENERGY	303 LONG ST	\$21.37
585229541112	0	190411	966	ENERGY	6875 AIRWAYS BLVD	\$21.07
854916601112	0	190408	966	ENERGY	CHANCEY COVE LOT 4	\$26.67

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
912245351112	0	190409	966	ENTERGY	992 CHURCH RD E	\$20.74
176247431112	0	190405	966	ENTERGY	6200 GETWELL CD SIREN	\$22.59
857855331112	0	190431	966	ENTERGY	E/S FLORA LEE DR. LIFT PUMP	\$174.02
815775871112	0	190429	966	ENTERGY	165 STAR LANDING RD E TOR SIREN	\$17.72
485001176022	0	190323	966	ENTERGY	2017 STAR LANDING RD E WTR TWR	\$124.26
683870341112	0	190407	966	ENTERGY	249 GOODMAN RD W	\$72.74
190757041112	0	190415	966	ENTERGY	MS 302 & TCHULAHOMA RD	\$59.98
100253781012	102176	189797	966	ENTERGY	GOODMAN & I-55	\$142.66
190414251012	102176	189796	966	ENTERGY	GOODMAN AND AIRWAYS BLVD	\$79.19
163308881012	102176	189798	966	ENTERGY	GOODMAN RD AND SCREST	\$79.19
1026364	0	189867	5609	FAST AUTO GLASS	EMS 1 WINDSHIELD	\$174.11
2-037-76931	0	190178	1137	FEDEX	SHIPPING	\$52.57
093012	0	190299	1064	FERGUSON BRIAN	UMPIRE	\$486.00
183419	0	189906	466	FOREMOST PROMOTIONS	CANDIES	\$135.00
093012	0	190300	16901	FOUST TIMOTHY	UMPIRE	\$322.00
NP35791979	0	189863	6919	FUELMAN	FUEL CARDS - SFD	\$557.14
NP35791956	0	189831	6919	FUELMAN	FUEL - SPD	\$8,027.74
NP25829693	0	190049	6919	FUELMAN	FUEL - SPD	\$9,274.47
105031	0	189808	650	G & W DIESEL SERVICE	HOLMATRO TOOL REPAIRS	\$900.00
292878	0	189852	650	G & W DIESEL SERVICE	SQUAD 1 REPAIRS	\$235.08
1113	0	189991	9195	GAINES, ROBERT	SCADA SERVICES	\$3,825.00
093012	0	190302	14003	GAMMELL GARY D	UMPIRE	\$245.00

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
PP3-2012	0	190157	14003	GAMMELL GARY D	FOOTBALL REF	\$240.00
093012	0	190301	13479	GARNER, MCCAGER	UMPIRE	\$149.00
1101639795	0	189904	494	GATEWAY TIRE & SERVI	4 CARLISLE TURF MASTER	\$127.93
1101634625	0	189872	494	GATEWAY TIRE & SERVI	2 TIRES	\$295.91
2603	0	190194	13996	GBS PROPERTY MAINT	1351 HOUSTON LOOP S	\$860.00
2601	0	190199	13996	GBS PROPERTY MAINT	1354 TYLER WAY	\$325.00
2604	0	190191	13996	GBS PROPERTY MAINT	1374 GASTON DR	\$207.50
2593	0	190219	13996	GBS PROPERTY MAINT	5115 PEPPERCHASE	\$456.00
2597	0	190204	13996	GBS PROPERTY MAINT	PARCEL #208101000 0000213	\$481.00
2594	0	190217	13996	GBS PROPERTY MAINT	PARCEL #208101110 0002700	\$398.50
2607	0	190185	13996	GBS PROPERTY MAINT	1839 ROY DR	\$192.00
2609	0	190181	13996	GBS PROPERTY MAINT	2668 OLIVIA LANE	\$263.00
2605	0	190189	13996	GBS PROPERTY MAINT	4044 COURTYARD DR	\$207.50
2592	0	190221	13996	GBS PROPERTY MAINT	MDOT LOT STATELINE AT NORTHWEST DR	\$456.00
2602	0	190197	13996	GBS PROPERTY MAINT	3841 HOUSTON LOOP N	\$700.00
2595	0	190215	13996	GBS PROPERTY MAINT	PARCEL #208101110 0001500	\$686.00
2591	0	190223	13996	GBS PROPERTY MAINT	SHOOTING RANGE 10/05/12	\$1,050.00
2606	0	190187	13996	GBS PROPERTY MAINT	2109 CRESTHILL DR	\$386.00
2598	0	190202	13996	GBS PROPERTY MAINT	4084 HEARTHSTONE CV.	\$255.00
2608	0	190182	13996	GBS PROPERTY MAINT	8140 MARTIN DR	\$192.00
2596	0	190212	13996	GBS PROPERTY MAINT	PARCEL #208101110 0002600	\$434.00
2600	0	190200	13996	GBS PROPERTY MAINT	1410 ASHLEY COVE	\$230.00

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
2610	0	190225	13996	GBS PROPERTY MAINT	RIGHT OF WAY ON SOUTHCREST	\$244.00
100212	0	189824	1449	GENTRY JAMES S	PER DIEM - MFIA CONFERENCE	\$144.00
100812	0	190112	15398	GIFFORD BLAKE	REIMBURSE 2013 CLOTHING ALLOT	\$128.39
5709	0	190105	474	GLEN'S GARAGE	3014 WIPER MOTORS & INSPECTION	\$160.00
5717	0	190371	474	GLEN'S GARAGE	INSPECTION STICKERS FOR FLEET	\$20.00
5684	0	190104	474	GLEN'S GARAGE	3024 O/C	\$34.38
117396164	0	190097	216	GRASSLAND IRRIGATION	REPAIRED LEAKS @ SNOWDEN BALL FIELDS	\$367.25
117396153	0	189874	216	GRASSLAND IRRIGATION	REPAIRED LEAK - SNOWDEN BALL FIELDS	\$218.75
117396163	0	190098	216	GRASSLAND IRRIGATION	REPAIR LEAK @ CHERRY VALLEY	\$237.50
100212	0	189919	19350	GRAVES JR. CHARLES B	SPECIAL PROSECUTOR 9/17/12	\$294.00
12826066	0	190067	18342	GREAT AMERICA LEASIN	SECURITY SYSTEM - SPD	\$1,129.00
100912	0	190364	19371	GREENWELL JEFFREY	CASH BOND REFUND	\$107.75
093012	0	190303	8240	GRONKE CHRIS	UMPIRE	\$110.00
1004	0	189970	14093	GROVE MEADOWS	HOMEOWNERS DUES (10/12 - 9/13)	\$500.00
60536	0	189947	16182	H&H SERVICES GROUP	FILTER SERVICES @ 385 MAIN STREET	\$928.50
093012	0	190304	3031	HABERSTROH CHASE	UMPIRE	\$242.00
093012	0	190305	17552	HALE DONNIE	UMPIRE	\$184.00
13676-A	0	190009	4066	HALE ELECTRICAL CONT	MAGNOLIA WAVE RADIO INSTALL - COLONIAL HILLS	\$408.70
13676-B	0	190010	4066	HALE ELECTRICAL CONT	INTERNET RADIO REPAIR - COLONIAL HILLS	\$629.35
13728-B	0	190236	4066	HALE ELECTRICAL CONT	PART II - ELEC. SERVICES AT P.D. GENERATOR	\$2,046.82
13728-A	0	190239	4066	HALE ELECTRICAL CONT	ELECTRIC SERVICES AT P.D. GENERATOR	\$1,455.47
100912	0	190172	11979	HALL, ROBERT A	SOFTBALL UMPIRE	\$230.00

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
PP3-2012	0	190158	13307	HAMILTON, MARTIN	FOOTBALL REF	\$120.00
209271027	0	190460	3538	HARDIN'S SYSCO	FOOD FOR RESELL @ CONCESSIONS	\$1,651.00
210041133	0	190134	3538	HARDIN'S SYSCO	CONCESSIONS	\$951.27
210059082	0	190133	3538	HARDIN'S SYSCO	CONCESSIONS	\$499.11
PP3-2012	0	190203	19359	HARDY CONNER	SOCCER REF	\$28.00
093012	0	190306	19368	HARPER MARK	UMPIRE	\$134.00
101012	0	190349	10982	HAVENS RENEE	MILEAGE - CLERKS COURSES - OXFORD, MS	\$82.50
093012	0	190307	16579	HAYES ROBERT	UMPIRE	\$229.00
1453	0	189988	15632	HAYES ROZIER	PROFESSIONAL SERVICES	\$180.30
1471	0	190139	15632	HAYES ROZIER	PROFESSIONAL SERVICES	\$2,024.15
1899	0	190007	1440	HEALTHCARE CONTRACT	SEPT 2012 EMS BILLING	\$354.03
100112	102172	189789	1230	HEATH, SHEILA	MML- EX MEETING (BOARD OF DIRECTORS)	\$194.36
093012	0	190308	2749	HENTZ JEFF	UMPIRE	\$209.00
219369825	0	190142	12713	HILL'S PET NUTRITION	FEED	\$175.00
219395453	0	190143	12713	HILL'S PET NUTRITION	FEED	\$168.00
100812	0	190118	18833	HODGE BRAD	REIMBURSE 2013 CLOTHING ALLOT	\$121.97
093012	0	190246	17408	HOOPER ELIZABETH	SCOREKEEPER	\$132.00
100212	0	189845	9349	HORN LAKE POLICE DEP	20% SEIZED FUNDS	\$20,000.00
090601501012	0	189924	1388	HORN LAKE WATER ASSO	TRINITY LAKES WWTP	\$12.78
093012	0	190309	19369	HOWERY DARRELL	UMPIRE	\$150.00
ME600780MR	0	189929	989	ICM OF MEMPHIS	LOCATOR	\$815.00
ME600781MR	0	190375	989	ICM OF MEMPHIS	MISC PARTS	\$75.00

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
105910	0	190354	1146	IDEAL CHEMICAL	CHLORINE FOR COLLEGE ROAD WTP	\$784.00
105908	0	190356	1146	IDEAL CHEMICAL	FLUORIDE FOR COLLEGE ROAD WTP	\$796.13
105681	0	190040	1146	IDEAL CHEMICAL	FLOURIDE & LIME FOR WHITWORTH WTP	\$1,318.25
105909	0	190353	1146	IDEAL CHEMICAL	CHLORINE FOR COLLEGE ROAD WTP	\$784.00
105907	0	190355	1146	IDEAL CHEMICAL	FLUORIDE FOR COLLEGE ROAD WTP	\$796.13
105680	0	189810	1146	IDEAL CHEMICAL	CHLORINE FOR WHITWORTH WTP	\$784.00
619328	0	190037	3094	IFSTA-FIRE PROTECTIO	INSPECTION CODE BOOKS	\$749.86
100912	0	189958	12462	IMPACT MISSIONS	SPONSORSHIP	\$10,000.00
COZF1217865	0	190085	14326	INFORMATION INFORM	NCIC SUPPORT	\$224.00
M-097406	0	189836	949	INTEGRATED COMMUNICA	MOTOROLA ACCESSORIES	\$48.00
M-097542	0	190084	949	INTEGRATED COMMUNICA	OCT 2012 SERVICE AGREEMENT	\$1,860.00
15555	0	190050	14714	INTEGRATED WIRELES	AIRTIME BILLING - RADIO EQUIPMENT	\$4,680.00
FVR2641	0	190004	12714	IRON MOUNTAIN	STORAGE SERVICES	\$1,004.36
093012	0	190310	13175	JAKE JACOBSON	UMPIRE	\$303.00
093012	0	190311	2742	JEFFERSON WILLIE	UMPIRE	\$324.00
100912	0	189971	19354	JENESSA CARTER HICKS	CAUSE NO: CO2012-0786CD	\$42,500.00
6798	0	189956	11918	JNP COMMUNICATIONS	IT EQUIPMENT FOR CITY HALL	\$660.50
15	0	190136	4489	JOHNSON CINDY	AEROBICS INSTRUCTOR	\$540.00
PP3-2012	0	190205	10117	JOHNSON KEITH JR.	SOCCER REF	\$157.00
PP3-2012	0	190206	16995	JOHNSON KEVIN	SOCCER REF	\$85.00
100812	0	190116	10869	JONES JORDAN	REIMBURSE 2013 CLOTHING ALLOT	\$600.00
100112	0	189978	1907	JUSTICE NETWORK	PROFESSIONAL SERVICES	\$25.00

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
093012	0	190312	1008	KAISER JOHN	UMPIRE	\$259.00
S2348768.001	0	190093	2768	KEELING IRRIGATION	SLIP FIX PIPE REPAIR , PVC PIPE	\$281.45
S2336215.002	0	190357	2768	KEELING IRRIGATION	REPAIR LEAK AT SNOWDEN	\$1,043.29
S2348703.001	0	190095	2768	KEELING IRRIGATION	PVC 40	\$5.05
S2348663.001	0	190094	2768	KEELING IRRIGATION	PVC 40	\$54.12
093012	0	190247	18627	KENNEDY NICHOLAS	SCOREKEEPER	\$70.00
PP3-2012	0	190207	18073	KLINCK ANDREW	SOCCER REF	\$28.00
PP3-2012	0	190208	15544	KLINCK MATTHEW	SOCCER REF	\$115.00
PP3-2012	0	190209	15545	KLINCK ZACHARY A	SOCCER REF	\$111.00
0912057	0	189875	420	KOGLER EQUIPMENT SER	REPAIR GOLF CART SEAT PLATFORM	\$65.00
002988	0	189820	1362	KWIK CAR OIL & LUBE	O/C TRUCK 841	\$39.99
009070	0	190006	1362	KWIK CAR OIL & LUBE	RED BATTALION O/C	\$39.58
003051	0	190454	1362	KWIK CAR OIL & LUBE	UNIT 4 O/C	\$130.40
003146	0	189843	1362	KWIK CAR OIL & LUBE	EMS-1 O/C	\$43.17
009097	0	190005	1362	KWIK CAR OIL & LUBE	291 O/C	\$43.17
093012	0	190249	17415	LACKER KATELYNN	SCOREKEEPER	\$24.00
093012	0	190314	11752	LAMPING, CHASE	UMPIRE	\$221.00
PP3-2012	0	190210	18074	LASHER SIERRA	SOCCER REF	\$72.00
17170	0	190087	759	LEHMAN ROBERTS CO	PATCHING	\$139.82
17240	0	190440	759	LEHMAN ROBERTS CO	PATCHING	\$112.00
17258	0	190453	759	LEHMAN ROBERTS CO	PATCHING	\$181.09
17057	0	189887	759	LEHMAN ROBERTS CO	PATCHING	\$236.88

<b><u>Invoice #</u></b>	<b><u>Check#</u></b>	<b><u>Voucher #</u></b>	<b><u>Vendor #</u></b>	<b><u>Vendor Name</u></b>	<b><u>Invoice Description</u></b>	<b><u>Invoice Amnt</u></b>
17116	0	189888	759	LEHMAN ROBERTS CO	PATCHING	\$340.48
093012	0	190313	18760	LICCI JOE	UMPIRE	\$92.00
100412	0	189921	19348	LIGGETT JEREMY SCOTT	CASH BOND REFUND	\$471.50
093012	0	190251	17645	LITTLE JOSEPH	SCOREKEEPER	\$40.00
100212	0	190110	13872	LONG TOM	CELL PHONE REIMBURSEMENT (JUNE - SEPT 2012)	\$340.00
092512	0	190394	5044	LOWE'S HOME CENTERS,	SEPT 2012	\$948.83
913961	0	186573	5044	LOWE'S HOME CENTERS,	SUPPLIES	\$11.24
913107	0	186638	5044	LOWE'S HOME CENTERS,	SUPPLIES	\$9.99
914733	0	186642	5044	LOWE'S HOME CENTERS,	CREDIT	\$-14.95
910830	0	186590	5044	LOWE'S HOME CENTERS,	SUPPLIES	\$3.77
98781	0	186593	5044	LOWE'S HOME CENTERS,	CREDIT	\$-500.69
94917	0	186591	5044	LOWE'S HOME CENTERS,	CREDIT	\$-0.05
918786	0	186577	5044	LOWE'S HOME CENTERS,	CREDIT	\$-5.21
914637	0	186581	5044	LOWE'S HOME CENTERS,	SUPPLIES	\$9.90
902768	0	186635	5044	LOWE'S HOME CENTERS,	CREDIT	\$-36.00
914526	0	186643	5044	LOWE'S HOME CENTERS,	SUPPLIES	\$9.57
093012	0	190252	16895	LUNAMAND SAMANTHA	SCOREKEEPER	\$96.00
69907	0	190149	3011	M & M PROMOTIONS	FALL NATIONALS T SHIRTS	\$906.00
15263692	0	189923	19347	M. LEE SMITH PUBLISH	2012 ADV EMP ISSUES SYM - W BROWN	\$599.00
15223257	0	189911	19347	M. LEE SMITH PUBLISH	ADV EMP ISSUES SYM - C WILSON	\$849.00
762	0	189983	18472	M2MANAGEMENT SOLUTIO	FLEET TRACKING	\$1,360.90
0159298-CM	0	189404	734	MAGNOLIA ELECTRIC	CREDIT	\$-208.00

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
0160703-IN	0	189667	734	MAGNOLIA ELECTRIC	LIGHTS FOR E PRECINCT	\$93.21
0159299-CM	0	189668	734	MAGNOLIA ELECTRIC	CREDIT	\$-76.70
093012	0	190316	1051	MALONE TERRY	UMPIRE	\$1,318.00
093012	0	190318	1010	MALONE, CALVERT	UMPIRE	\$69.00
093012	0	190322	13665	MARTINEZ STEVEN JR	UMPIRE	\$185.00
093012	0	190320	13456	MARTINEZ, STEVEN	UMPIRE	\$155.00
15	0	190125	13370	MARY J. CAIN	LINE DANCE INSTRUCTOR	\$120.00
426459-36618	0	190390	19376	MASON JESSICA	EMS BILLING REFUND	\$347.44
12508	0	190003	232	MATHESON & ASSOC LLC	ALARM SERVICES @ LIBRARY	\$635.00
13033062	0	189837	882	MATHIS TIRE & AUTO	3001 O/C	\$18.20
9024701	0	189835	882	MATHIS TIRE & AUTO	2012 BLACK TAHOE O/C	\$18.20
9024732	0	190046	882	MATHIS TIRE & AUTO	3047 O/C	\$18.20
9024672	0	189834	882	MATHIS TIRE & AUTO	3087 O/C	\$18.20
9024680	0	190047	882	MATHIS TIRE & AUTO	3011 - TIRE REPAIR	\$14.00
9024771	0	190103	882	MATHIS TIRE & AUTO	3097 O/C	\$18.20
9024754	0	190048	882	MATHIS TIRE & AUTO	3076 TIRES	\$172.10
36653780	0	189829	1092	MATTHEW BENDER & CO.	MS CODE 2012	\$468.89
36655465	0	189907	1092	MATTHEW BENDER & CO.	MS CODE 2012 AUP PKG, INDEX, RVOLS	\$468.89
36570257	0	189908	1092	MATTHEW BENDER & CO.	MS CODE 2012 CITATOR	\$54.94
36613797	0	190117	1092	MATTHEW BENDER & CO.	MS CODE REVISIONS	\$228.23
100112	0	189917	19352	MAYFIELD CHRIS	TOURNAMENT REFUND	\$120.00
19	0	189873	16884	MCARTHUR MARGARET	ART INSTRUCTOR	\$105.00

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
100212	0	189827	12172	MCCALLUM TONY	PER DIEM / HOTEL REIMBURSEMENT	\$314.57
PP3-2012	0	190211	19360	MCCARTHY MIKAYLA	SOCCER REF	\$28.00
093012	0	190253	18597	MCCULLAR MADISON	SCOREKEEPER	\$90.00
081712	0	190437	18206	MCILWAIN EDITH	MILEAGE/PER DIEM REIMBURSEMENT - JACKSON, MS	\$281.79
101112	0	190438	18206	MCILWAIN EDITH	REIMBURSE REGISTRATION - JACKSON, MS	\$375.00
100812	0	190119	17193	MCKINNEY JOSH	REIMBURSE 2013 CLOTHING ALLOT	\$106.99
093012	0	190096	18140	MCLENNAN KENNETH F	CLEANING SNOWDEN HOUSE / TENNIS CTR	\$700.00
7	0	189878	13302	MCMULLIN GLORIA	LINE DANCE INSTRUCTOR	\$240.00
100812	0	189807	16179	MCNEAMER CHRISTY	MILEAGE - CLERK COURSES - OXFORD, MS	\$82.50
13033	0	189913	2495	MEDIA SOURCE	DIRECT ACCESS FEE - SEPT 2012	\$65.00
163643	0	190452	8159	MEMPHIS READY MIX	917 CLOVERLEAF - REPAIR STORM DRAIN	\$142.00
163397	0	189886	8159	MEMPHIS READY MIX	8194 CEDARBROOK	\$142.00
163556	0	190086	8159	MEMPHIS READY MIX	2631 MARIAH LANE	\$142.00
163328	0	189861	8159	MEMPHIS READY MIX	8155 MARTHA ANN	\$142.00
163525	0	190088	8159	MEMPHIS READY MIX	2329 LESTER RD	\$142.00
190638	0	190377	354	METER SERVICE AND SU	VALVE BOX & PAD	\$63.00
190412	0	190469	354	METER SERVICE AND SU	DRAINAGE PIPE FOR BRIDGE WORK	\$1,912.00
190636	0	190358	354	METER SERVICE AND SU	EXT FOR M&H FIRE HYDRANT	\$578.00
190635	0	190378	354	METER SERVICE AND SU	VALVE BOX	\$35.50
190510	0	189813	354	METER SERVICE AND SU	VALVE WRENCH	\$360.00
190637	0	190359	354	METER SERVICE AND SU	LOCKING DEVICE	\$354.00
190413	0	190468	354	METER SERVICE AND SU	STORM DRAIN GRATES ON STREETS	\$1,164.00

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
446458	0	190013	6685	MID SOUTH DIGITAL	#A1776 - FIRE ADMIN	\$35.67
446522	0	190022	6685	MID SOUTH DIGITAL	#A2406 - PARKS	\$38.70
446968	0	190015	6685	MID SOUTH DIGITAL	#A1861 - ARTS & CULTURAL AFFAIRS	\$953.74
446449	0	190016	6685	MID SOUTH DIGITAL	#A2762- COURT	\$6.90
446413	0	190018	6685	MID SOUTH DIGITAL	#A2615 - GOLF CENTER	\$6.88
71379A	0	190386	6685	MID SOUTH DIGITAL	TONER	\$143.90
446574	0	190024	6685	MID SOUTH DIGITAL	#A1282 - SPD	\$299.66
446976	0	190360	6685	MID SOUTH DIGITAL	#A1666 - IT DEPT	\$0.89
446520	0	190019	6685	MID SOUTH DIGITAL	#A1860 - CLERKS OFFICE	\$43.60
446550	0	190025	6685	MID SOUTH DIGITAL	#A3957 - BOOKING DEPT SPD	\$196.20
446923	0	190026	6685	MID SOUTH DIGITAL	#G0788 SPD	\$577.39
446499	0	190011	6685	MID SOUTH DIGITAL	#A1033 - 4TH FLOOR	\$295.35
446451	0	190027	6685	MID SOUTH DIGITAL	#A1364 - NARCOTICS SPD	\$144.18
447005	0	190012	6685	MID SOUTH DIGITAL	#A2214 - PARKS	\$0.88
446918	0	190385	6685	MID SOUTH DIGITAL	#A0442 - SFD STATION 3	\$56.60
447004	0	190021	6685	MID SOUTH DIGITAL	#A1494 - MAY BLVD	\$2.72
446456	0	190014	6685	MID SOUTH DIGITAL	#A1468 - 4TH FLOOR	\$61.33
446521	0	190023	6685	MID SOUTH DIGITAL	#A2388 - COURT	\$94.97
446448	0	190017	6685	MID SOUTH DIGITAL	#A2761 - COURT	\$17.81
446515	0	190020	6685	MID SOUTH DIGITAL	#A3190 - WATER DEPT	\$7.68
101012	0	190100	14296	MID-SOUTH MOTORCOPS	REGISTRATION FEES @ LANDERS CTR	\$300.00
093012	0	190315	17462	MILLIORN CHRIS	UMPIRE	\$264.00

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
093012	0	190317	12494	MILTON QUINTIN	UMPIRE	\$404.00
PP3-2012	0	190213	18639	MISEL TREVOR	SOCCER REF	\$89.00
100212	0	189825	873	MISSISSIPPI FIRE INV	CONF REG FEE - 291	\$125.00
2012-10E	0	190127	8129	MISSISSIPPI LABOR LA	LABOR LAW POSTER	\$125.50
101212	33644	190466	1176	MISSISSIPPI STATE TA	SALES TAX - SEPT 2012	\$6,558.00
323	0	190459	10178	MISSISSIPPI USSSA	USSSA SANCTIONING FEES	\$1,835.00
100112	0	189918	19351	MO-TENN MAGIC	TOURNAMENT REFUND	\$111.67
PP3-2012	0	190159	18139	MOORE JEREMY	FOOTBALL REF	\$240.00
093012	0	190319	13338	MOORE, DARYL	UMPIRE	\$157.00
17945	0	189972	2087	MS MUNICIPAL LEAGUE	BASIC 2012 CMO GRADUATION - R HALE	\$95.00
0000273	0	189952	1540	MURPHY & SONS, INC.	REPAIRS @ ANIMAL SHELTER	\$2,557.06
15119	0	189809	15230	MY-LOR. INC.	BOZARTH - NAME TAG	\$8.14
093012	0	190324	4629	NAILS IVAN W	UMPIRE	\$409.00
010096	0	189885	1150	NAPA GENUINE PARTS C	GREASE CART	\$34.90
010906	0	190132	1150	NAPA GENUINE PARTS C	FUEL FILTER	\$23.38
010172	0	189893	1150	NAPA GENUINE PARTS C	DIGITAL CALIPER	\$17.85
009238	0	189884	1150	NAPA GENUINE PARTS C	FUEL FILTER	\$16.03
010923	0	190137	1150	NAPA GENUINE PARTS C	BRN PRI	\$11.38
010762	0	190131	1150	NAPA GENUINE PARTS C	FLOOR MAT / DIP BRUSH	\$35.68
557522	0	189853	1150	NAPA GENUINE PARTS C	WAX FOR SAFETY TRAILER	\$25.97
010357	0	189856	1150	NAPA GENUINE PARTS C	BRUSH 1/4 SHANK	\$14.47
PP3-2012	0	190218	18077	NAULT OLIVIA	SOCCER REF	\$36.00

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
PP3-2012	0	190216	19339	NELSEN MADELYN	SOCCER REF	\$48.00
PP3-2012	0	190214	17429	NELSEN PATRICK	SOCCER REF	\$14.00
100812	0	190441	10365	NESBIT WATER	COLLECTED FEES - SEPT 2012	\$2,766.00
850933	0	189832	547	NEWELL PAPER COMPANY	TISSUE / TOWELS	\$579.55
84900	0	190461	1121	NEWTON TROPHY	TROPHIES FOR "FALL NATIONALS"	\$4,016.80
51733	0	190376	691	NORTH MISSISSIPPI TI	TIRES - TRUCK 832	\$465.88
101112	0	190439	10758	NORTH MISSISSIPPI UT	REFUND	\$595.40
548048	0	190167	1099	NORTH MS PEST CONTRO	PEST CONTROL - 8710 NORTHWEST DR - SPIDERS	\$440.00
548050	0	190176	1099	NORTH MS PEST CONTRO	PEST CONTROL - 385 STATELINE RD - SEPT. 2012	\$90.00
545759	0	190173	1099	NORTH MS PEST CONTRO	PEST CONTROL - 385 STATELINE RD	\$90.00
545757	0	190164	1099	NORTH MS PEST CONTRO	PEST CONTROL - 8710 NORTHWEST DR	\$440.00
547176B	0	190170	1099	NORTH MS PEST CONTRO	PEST CONTROL - SPAC	\$8.00
592470081012	0	190399	1105	NORTHCENTRAL ELECTRI	STREET LIGHTS	\$1,362.75
592470071012	0	190162	1105	NORTHCENTRAL ELECTRI	RIVER PTE DR. #5714	\$97.59
592470011012	102177	189804	1105	NORTHCENTRAL ELECTRI	GOODMAN RD #3541	\$46.59
592470091012	102177	189806	1105	NORTHCENTRAL ELECTRI	FREEMAN LN #3751	\$273.72
592470021012	102177	189805	1105	NORTHCENTRAL ELECTRI	MALONE RD - PARKS	\$506.65
277770	0	190451	4390	NOVACOPY/OES	MAINT. OF COPIER - BUILDING DEPT.	\$129.00
093012	0	190325	8250	NYE ERIC	UMPIRE	\$125.00
PP3-2012	0	190161	8250	NYE ERIC	FOOTBALL REF	\$260.00
1257-482590	0	189828	7304	O'REILLYS AUTO PARTS	2272 - BATTERY	\$102.99
1791-251550	0	189816	7304	O'REILLYS AUTO PARTS	BATTERY / MISC PARTS	\$71.13

<b><u>Invoice #</u></b>	<b><u>Check#</u></b>	<b><u>Voucher #</u></b>	<b><u>Vendor #</u></b>	<b><u>Vendor Name</u></b>	<b><u>Invoice Description</u></b>	<b><u>Invoice Amnt</u></b>
1791-251552	0	189815	7304	O'REILLYS AUTO PARTS	GAS CAN	\$12.99
1257-482756	0	189936	7304	O'REILLYS AUTO PARTS	WIRE CONDUIT	\$4.49
1257-482680	0	189823	7304	O'REILLYS AUTO PARTS	ANTI FREEZE (UNIT 2)	\$15.99
1257-482973	0	189938	7304	O'REILLYS AUTO PARTS	FILTERS	\$14.31
1257-483138	0	190397	7304	O'REILLYS AUTO PARTS	VEHICLE MAINT	\$31.38
1791-251618	0	189814	7304	O'REILLYS AUTO PARTS	SPARK PLUGS	\$5.63
1257-482817	0	189935	7304	O'REILLYS AUTO PARTS	CREIDT 1257-482745	\$-7.21
1791-250577	0	189066	7304	O'REILLYS AUTO PARTS	ELECTRICAL TAPE	\$8.23
1257-482092	0	189940	7304	O'REILLYS AUTO PARTS	FILTERS	\$34.88
1257-483140	0	190398	7304	O'REILLYS AUTO PARTS	VEHICLE MAINT	\$39.92
1257-481325	0	189677	7304	O'REILLYS AUTO PARTS	2253 TERMINAL FUNNEL	\$7.41
1257-481046	0	189079	7304	O'REILLYS AUTO PARTS	3050 DRAIN PLUG	\$5.49
1257-483445	0	190109	7304	O'REILLYS AUTO PARTS	3080 BATTERY	\$102.99
1257-482742	0	190108	7304	O'REILLYS AUTO PARTS	BATTERY	\$114.99
1257-482862	0	189934	7304	O'REILLYS AUTO PARTS	TAIL LIGHTS	\$12.78
1257-482096	0	189939	7304	O'REILLYS AUTO PARTS	CREDIT	\$-5.19
1257-480935	0	189226	7304	O'REILLYS AUTO PARTS	WPER BLADES	\$15.25
1257-481280	0	189367	7304	O'REILLYS AUTO PARTS	1456 - DRAIN PLUG	\$4.39
1257-482957	0	189941	7304	O'REILLYS AUTO PARTS	SPARK PLUGS / FILTERS	\$49.59
1257-482745	0	189937	7304	O'REILLYS AUTO PARTS	FILTERS	\$49.12
1791-250558	0	189431	7304	O'REILLYS AUTO PARTS	MAINT. MATERIALS	\$3.29
1257-482821	0	190054	7304	O'REILLYS AUTO PARTS	3047 - AIR FILTER	\$8.63

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
1257-483541	0	190053	7304	O'REILLYS AUTO PARTS	3067 BATTERY	\$102.99
1791-249731	0	189327	7304	O'REILLYS AUTO PARTS	U-2 ANTIFREEZE	\$21.98
626007582001	0	190254	7600	OFFICE DEPOT	KEYBOARD WIRELESS & PRINTER	\$263.98
601388132001	0	179744	7600	OFFICE DEPOT	CREDIT	\$-31.46
626007663001	0	190258	7600	OFFICE DEPOT	MOUSE PAD	\$9.27
1509300861	0	190261	7600	OFFICE DEPOT	COMPUTER SUPPLIES FOR IT DEPT.	\$823.17
625571519001	0	190270	7600	OFFICE DEPOT	HOLDER FOR DVD'S	\$89.40
1509300862	0	190263	7600	OFFICE DEPOT	MONITORS & USB PORT	\$824.93
626121575001	0	190259	7600	OFFICE DEPOT	CD BLANKS	\$58.41
599900091001	0	179805	7600	OFFICE DEPOT	CREDIT INV #599133029001	\$-203.52
1509300856	0	190260	7600	OFFICE DEPOT	INK FOR IT DEPT.	\$114.03
625894037001	0	190245	7600	OFFICE DEPOT	OFFICE SUPPLIES FOR P.D.	\$33.30
625893966001	0	190321	7600	OFFICE DEPOT	ADDRESS LABELS	\$71.44
1509580847	0	190265	7600	OFFICE DEPOT	BATTERY BACK UP	\$141.17
593659938001	0	178229	7600	OFFICE DEPOT	CREDIT - ORIGINAL INV#593300714001	\$-270.60
625816113001	0	190278	7600	OFFICE DEPOT	TONER FOR PRINTER	\$73.09
625982094001	0	190250	7600	OFFICE DEPOT	YELLOW COPY PAPER	\$7.10
625571613001	0	190272	7600	OFFICE DEPOT	FILE CABINET	\$287.88
626136510001	0	190241	7600	OFFICE DEPOT	OFFICE PENS FOR COURT & COURT STAFF	\$92.07
625963323001	0	190248	7600	OFFICE DEPOT	CARD LABELS FOR FOLDERS	\$25.29
597977898001	0	178037	7600	OFFICE DEPOT	CREDIT INV# 596764489001	\$-76.42
625621648001	0	190274	7600	OFFICE DEPOT	PAPER & MONITOR STAND	\$70.98

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
624867669001	0	190269	7600	OFFICE DEPOT	SELF INK STAMP FOR COURT	\$18.24
15190	0	190035	7957	OLIVE BRANCH PRINTIN	SAFETY DAY PROGRAMS	\$144.65
101012	0	190383	7820	OLIVER ANDREA	SALES & MARKETING 10/1 - 10/15	\$1,552.50
100412	0	189812	17731	OWENS ELIZABETH	SPECIAL PROSECUTOR (10/3)	\$200.00
167	0	189851	14051	P.I.T., LLC	STATION 2 RENT - OCT 2012	\$30,867.22
54230062	0	189909	7504	PAETEC	PHONE SERVICE - PUBLIC WORKS	\$653.22
0120564	0	189998	983	PARAMOUNT UNIFORMS R	UNIFORMS	\$65.00
0118391	0	189858	983	PARAMOUNT UNIFORMS R	UNIFORMS	\$6.42
0119285	0	189949	983	PARAMOUNT UNIFORMS R	UNIFORMS	\$65.00
0119672	0	189846	983	PARAMOUNT UNIFORMS R	UNIFORMS	\$6.42
0119284	0	189948	983	PARAMOUNT UNIFORMS R	UNIFORMS	\$26.34
0120563	0	189997	983	PARAMOUNT UNIFORMS R	UNIFORMS	\$26.34
0120408	0	190090	983	PARAMOUNT UNIFORMS R	UNIFORMS	\$36.50
0120955	0	189990	983	PARAMOUNT UNIFORMS R	UNIFORMS	\$6.42
0118634	0	189879	983	PARAMOUNT UNIFORMS R	UNIFORMS	\$354.78
0119282	0	190141	983	PARAMOUNT UNIFORMS R	MATS	\$5.00
0119897	0	190129	983	PARAMOUNT UNIFORMS R	UNIFORMS	\$349.97
0120562	0	190367	983	PARAMOUNT UNIFORMS R	UNIFORMS	\$101.03
0119134	0	190120	983	PARAMOUNT UNIFORMS R	UNIFORMS	\$36.50
0119283	0	189819	983	PARAMOUNT UNIFORMS R	UNIFORMS	\$101.03
1029	0	190138	18943	PATSY CLEEN COMMERC	CLEANING @ CITY HALL & COURT	\$2,399.00
07233	0	190128	615	PAYNES LOCKSMITH SER	REPAIRS @ ARENA	\$905.00

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
07237	0	190146	615	PAYNES LOCKSMITH SER	REPAIRS @ PARKS OFFICE	\$235.00
07235	0	189996	615	PAYNES LOCKSMITH SER	LOCK SERVICES	\$76.00
07230	0	189942	615	PAYNES LOCKSMITH SER	LOCKSMITH SERVICES	\$100.00
093012	0	190327	1055	PICKENS ABRAHAM	UMPIRE	\$361.00
OCT2012	0	190102	1368	PIRTLE, STEVE	PETTY CASH	\$810.30
NOV2012	0	189968	15428	PNC EQUIPMENT FINANC	GOLF CART RENTAL (NOV 2012)	\$2,526.00
093012	0	190255	18122	POWELL JAROD	SCOREKEEPER	\$60.00
1124	0	189811	12790	PRESSGROVE RHONDA	PEPPERCHASE OFFICE CLEANING	\$585.00
17	0	190121	11125	PULEO VICKI GREENE	YOGA INSTRUCTOR	\$28.00
18	0	190147	11125	PULEO VICKI GREENE	YOGA INSTRUCTOR	\$28.00
093012	0	190256	18651	PULLIAM MATTHEW	SCOREKEEPER	\$80.00
011920	0	189871	239	QUALITY LANDSCAPE &	PEAT MOSS NET	\$99.80
011928	0	189876	239	QUALITY LANDSCAPE &	MEYERS ZOYSAI SOD	\$250.00
011923	0	190464	239	QUALITY LANDSCAPE &	BIG BLUE MONKEY GRASS	\$1,167.00
093012	0	190330	18763	REED DON	UMPIRE	\$104.00
114500	0	189901	10865	RELIABLE EQUIPMENT	BLADE BOLT	\$44.00
114516	0	189900	10865	RELIABLE EQUIPMENT	GATORLINE 5LB	\$72.99
5203	0	190381	19370	REYNOLDS METERING	METER READING - CYCLE 3 & 4	\$1,464.61
5156	0	190382	19370	REYNOLDS METERING	METER READING - CYCLE 1	\$2,124.02
093012	0	190328	13976	RHOADS QUINTON	UMPIRE	\$218.00
092312	0	190107	19346	RHYMES SHAUNTEL	MILEAGE REIMBURSEMENT	\$56.61
091312-2776	0	190051	19087	RICK'S BODY SHOP	2776 - LIGHT BAR, ROOF	\$559.00

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
100912	0	190361	19374	RIVERWALK CASINO	HOTEL CHARGES FOR J GENTRY	\$147.00
7	0	189855	18047	ROBBINS JANICE	YOGA INSTRUCTOR	\$120.00
093012	0	190257	19341	RODGERS BRENNAN	SCOREKEEPER	\$140.00
688598	0	190380	10730	ROSEMOUNT ANALYTICAL	PH SENSOR FOR WASTE WATER TESTING INST	\$306.40
101012	0	190099	18478	RUSHING BRANNON	REIMBURSE 2013 CLOTHING ALLOT	\$464.45
092812	0	190111	18478	RUSHING BRANNON	PER DIEM - TUPELO, MS	\$180.00
58982934	0	190135	1135	SAFETY-KLEEN SYSTEMS	SOLVENT	\$115.77
092012	0	190400	1361	SAM'S CLUB DIRECT	SEPT 2012	\$2,574.26
093012	0	190262	16896	SAVAGE KAYLA	SCOREKEEPER	\$70.00
093012	0	190331	8325	SCHENZEL KENNY	UMPIRE	\$207.00
424601-33717	0	190387	19379	SERIA DONNA	EMS BILLING REFUND	\$15.00
454188	0	190066	387	SHAPIRO UNIFORMS	M NORWOOD 2012 N/H ALLOT	\$11.50
453989	0	190081	387	SHAPIRO UNIFORMS	M SMITH 2012 N/H ALLOT	\$19.90
453983	0	190074	387	SHAPIRO UNIFORMS	E SAMMIS 2012 N/H ALLOT	\$174.80
453987	0	190079	387	SHAPIRO UNIFORMS	I SAMMONS 2012 N/H ALLOT	\$19.90
454186	0	190065	387	SHAPIRO UNIFORMS	E SAMMIS 2012 N/H ALLOT	\$29.45
453914	0	189833	387	SHAPIRO UNIFORMS	K DENTON 2012 ALLOT	\$38.95
454000	0	190071	387	SHAPIRO UNIFORMS	R SOLOMON 2012 N/H ALLOT	\$469.55
453958	0	190076	387	SHAPIRO UNIFORMS	M NORWOOD 2012 N/H ALLOT	\$19.90
454183	0	190062	387	SHAPIRO UNIFORMS	C HALE 2012 N/H ALLOT	\$32.40
454001	0	190070	387	SHAPIRO UNIFORMS	W GRIFFIN 2012 N/H ALLOT	\$589.15
453990	0	190082	387	SHAPIRO UNIFORMS	C HALE 2012 N/H ALLOT	\$19.90

<b><u>Invoice #</u></b>	<b><u>Check#</u></b>	<b><u>Voucher #</u></b>	<b><u>Vendor #</u></b>	<b><u>Vendor Name</u></b>	<b><u>Invoice Description</u></b>	<b><u>Invoice Amnt</u></b>
453986	0	190078	387	SHAPIRO UNIFORMS	E SAMMIS 2012 N/H ALLOT	\$19.90
454182	0	190061	387	SHAPIRO UNIFORMS	M SMITH 2012 N/H ALLOT	\$25.45
454184	0	190063	387	SHAPIRO UNIFORMS	J DELANEY 2012 N/H ALLOT	\$11.50
453985	0	190077	387	SHAPIRO UNIFORMS	A WHITE 2012 N/H ALLOT	\$90.80
453982	0	190073	387	SHAPIRO UNIFORMS	M NORWOOD 2012 N/H ALLOT	\$4.95
454181	0	190060	387	SHAPIRO UNIFORMS	I SAMMONS 2012 ALLOT	\$83.85
454185	0	190064	387	SHAPIRO UNIFORMS	A WHITE 2012 N/H ALLOT	\$11.50
453991	0	190083	387	SHAPIRO UNIFORMS	A WHITE 2012 N/H ALLOT	\$19.90
453988	0	190080	387	SHAPIRO UNIFORMS	J DELANEY 2012 N/H ALLOT	\$19.90
453984	0	190075	387	SHAPIRO UNIFORMS	J DELANEY 2012 N/H ALLOT	\$116.00
453981	0	190072	387	SHAPIRO UNIFORMS	B ELDRED 2012 N/H ALLOT	\$10.95
454002	0	190069	387	SHAPIRO UNIFORMS	D BRITTAIN 2012 N/H ALLOT	\$550.20
093012	0	190333	8251	SHAW JEFF	UMPIRE	\$208.00
093012	0	190334	18829	SHAW JUSTIN	UMPIRE	\$75.00
426559-36865	0	190388	19378	SHAY LORAINE	EMS BILLING REFUND	\$263.04
PP3-2012	0	190220	19361	SHEPHERD TEMPEST	SOCCER REF	\$60.00
87525	0	189866	611	SIGNS & STUFF	HELMET DECALS (EMS)	\$75.00
87586	0	190045	611	SIGNS & STUFF	2777 - REPAIR STRIPE	\$45.00
87554	0	189857	611	SIGNS & STUFF	REPAIR STRIPES	\$160.00
093012	0	190335	16899	SIMS DALTON	UMPIRE	\$236.00
P3-2012	0	190163	9136	SINQUEFIELD MURRAY	FOOTBALL REF	\$280.00
093012	0	190264	17526	SLOCUM SYDNEY	SCOREKEEPER	\$30.00

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
PP3-2012	0	190165	975	SMITH BILLY K	FOOTBALL REF	\$440.00
093012	0	190336	975	SMITH BILLY K	UMPIRE	\$679.00
16	0	190122	17200	SMITH JOYCE W	YOGA INSTRUCTOR	\$50.00
15	0	189882	17200	SMITH JOYCE W	YOGA INSTRUCTOR	\$50.00
100412	0	189920	19349	SMITH WILLIAM BRENT	CASH BOND REFUND	\$90.75
2665	0	189915	9046	SOUTHAVEN ROTARY CLU	2ND QTR DUES - J AZZONE (W CREDIT)	\$76.67
2663	0	189914	9046	SOUTHAVEN ROTARY CLU	2ND QTR DUES - G DAVIS	\$185.00
29998	0	189865	1102	SOUTHAVEN SUPPLY	BURN PROP MATERIALS	\$19.99
30913	0	190033	1102	SOUTHAVEN SUPPLY	MATERIALS TO HANG FLAGS	\$25.17
587	0	189928	1102	SOUTHAVEN SUPPLY	PVC PARTS	\$5.08
27284	0	190368	1102	SOUTHAVEN SUPPLY	SHOVEL	\$6.99
31115	0	190030	1102	SOUTHAVEN SUPPLY	TAPE FOR BURN CELLS	\$15.90
30957	0	190029	1102	SOUTHAVEN SUPPLY	SNAPS TO HANG FLAGS	\$13.96
30095	0	189864	1102	SOUTHAVEN SUPPLY	STATION 3 BULBS	\$53.70
31044	0	190039	1102	SOUTHAVEN SUPPLY	MISC PARTS	\$31.71
29739	0	189818	1102	SOUTHAVEN SUPPLY	TOOLS	\$41.07
27919	0	189821	1102	SOUTHAVEN SUPPLY	FLASH LIGHT	\$15.98
29927	0	189854	1102	SOUTHAVEN SUPPLY	HITCH PIN FOR TRAILER	\$15.76
19962	0	190369	1102	SOUTHAVEN SUPPLY	DRILL BIT	\$6.89
31040	0	190032	1102	SOUTHAVEN SUPPLY	MATERIALS TO HANG FLAGS	\$63.45
30279	0	189817	1102	SOUTHAVEN SUPPLY	SPRAY RIG PARTS	\$41.42
60909	0	190031	14403	SOUTHEASTERN SECURIT	EMPLOYMENT SCREENINGS	\$37.00

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
010745	0	189973	3805	SOUTHERN PAINTING CO	PAINTING @ FIELD OF DREAMS	\$6,640.00
092812	0	189862	2086	SPRIGGS STACEY	SPECIAL PROSECUTOR (9/26)	\$200.00
093012	0	190337	9120	STAFFORD JEFFREY	UMPIRE	\$179.00
100212	0	190106	3549	STATE OF MS TREASURY	20% SEIZED FUNDS	\$5,952.27
100112	0	189889	955	STATE TREASURER	MTHLY ASSESSMENT - SEPT 2012	\$66,056.92
100812	0	190114	2354	STEWART, STEVE	REIMBURSE 2013 CLOTHING ALLOT	\$500.00
093012	0	190338	10997	STOCKTON RANDY	UMPIRE	\$396.00
100912	0	190174	6653	STRIBLING KEITH	SOFTBALL UMPIRE	\$150.00
PP3-2012	0	190166	13794	STRICKLAND ERIK RYAN	FOOTBALL REF	\$320.00
1470790	0	190467	16514	SUN TRUST BANK	CONTRACT 4434007676001 (10/12 PYMT)	\$6,801.93
74910	0	189905	701	SUNBELT FIRE APPARAT	HOSE FOR HOSE TESTER	\$230.40
093012	0	190266	17824	SWINDLE JACOB	SCOREKEEPER	\$24.00
093012	0	190339	3025	SWINDLE JAMES T	UMPIRE	\$625.00
4229	0	190455	6877	TACTGEAR INC	HOLSTERS - NEW HIRES	\$1,435.41
093012	0	190267	18647	TAYLOR CHRISTOPHER	SCOREKEEPER	\$96.00
093012	0	190268	19367	TAYLOR MICHEAL	SCOREKEEPER	\$30.00
J201016468	0	190352	8347	TELECHECK	CHECK SERVICES - SEPT 2012	\$2,010.41
627589988	0	190036	592	TELETOUCH COMMUNICAT	PAGERS - SFD	\$42.43
093012	0	190341	19034	TELLIS SAMMIE	UMPIRE	\$250.00
330073	0	189993	5329	TENCARVA MACHINERY C	TRINITY LAKES CHLORINE	\$184.30
330818	0	190374	5329	TENCARVA MACHINERY C	CHLORINE	\$552.90
093012	0	190340	19033	TERRY CEDRIC	UMPIRE	\$330.00

<b><u>Invoice #</u></b>	<b><u>Check#</u></b>	<b><u>Voucher #</u></b>	<b><u>Vendor #</u></b>	<b><u>Vendor Name</u></b>	<b><u>Invoice Description</u></b>	<b><u>Invoice Amnt</u></b>
100812	0	190363	19372	THOMPSON AMBER	SPORTS REFUND	\$45.00
PP3-2012	0	190222	19362	THORNTON SAM	SOCCER REF	\$28.00
23404	0	189842	313	TIM MOTE PLUMBING	RANGE - REPAIR SHOWER LINES	\$275.00
537484	0	190373	7819	TOPMOST CHEMICAL	HAND SANITIZER, GLOVES	\$424.80
093012	0	190343	16306	TOUNGETT THOMAS II	UMPIRE	\$327.00
2962QB	0	190458	9591	TRI FIRMA	AUTUMN WOODS WATER LINE RELOCA	\$8,032.73
2941QB	0	189955	9591	TRI FIRMA	TREE REMOVAL & BURN	\$227.97
2952QB	0	190457	9591	TRI FIRMA	BRIARWOOD SUB MAIN REPAIR- SU	\$2,211.65
2959QB	0	189987	9591	TRI FIRMA	ASHLEY FURNITURE	\$271.49
2938QB	0	190472	9591	TRI FIRMA	DIG OUT SINKHOLE AND POUR CONC	\$1,730.50
2960QB	0	190470	9591	TRI FIRMA	REPAIR DOUBLE BARELL CULVERT I	\$1,405.64
2946QB	0	190384	9591	TRI FIRMA	(REPAIRED WATER LINE DUE TO AU	\$1,291.14
2958QB	0	189986	9591	TRI FIRMA	740 STEWARD LANE	\$271.49
2961QB	0	189985	9591	TRI FIRMA	772 LONG STREET	\$266.31
2942QB	0	189826	9591	TRI FIRMA	LEGENDS LAGOON	\$689.09
2957QB	0	190471	9591	TRI FIRMA	REPLACED PIPE UNDER ROAD: 2329	\$2,552.74
017-0555659	0	190396	997	TRUCK PRO	VEHICLE MAINT	\$14.69
100912	0	190175	2857	TURNER DALE	SOFTBALL UMPIRE	\$360.00
093012	0	190271	18123	TWEEDY PEYTON	SCOREKEEPER	\$254.00
98634	0	189910	19353	UMB BANK, N.A.	SEPT 2011 - AUG 2012	\$500.00
7227073	0	190058	1114	UNION AUTO PARTS	3035 - HUB ASSY	\$148.92
7222507	0	190055	1114	UNION AUTO PARTS	3025 OIL TRANSPORT BUS	\$16.44

<b><u>Invoice #</u></b>	<b><u>Check#</u></b>	<b><u>Voucher #</u></b>	<b><u>Vendor #</u></b>	<b><u>Vendor Name</u></b>	<b><u>Invoice Description</u></b>	<b><u>Invoice Amnt</u></b>
7224697	0	190057	1114	UNION AUTO PARTS	3014 - WIPER MOTOR	\$102.61
7227190	0	190059	1114	UNION AUTO PARTS	CLEAR SILICONE	\$3.15
7225097	0	190056	1114	UNION AUTO PARTS	WIPER BLADES	\$102.00
60718-1	0	190001	16517	UPCHURCH SERVICES, L	HVAC SERVICES @ PARKS	\$63.36
60718	0	190002	16517	UPCHURCH SERVICES, L	HVAC SERVICES @ PARKS	\$175.00
60078-1	0	189951	16517	UPCHURCH SERVICES, L	LABOR FOR HVAC PER CONTRACT	\$3,095.00
PP3-2012	0	190224	19363	VALDEZ JEANETTE	SOCCER REF	\$80.00
PP3-2012	0	190226	19364	VALDEZ LILY	SOCCER REF	\$82.00
744537	0	190379	2869	VULCAN CONSTRUCTION	CRUSHED LIMESTONE	\$2,829.85
2575435	0	189894	8127	WASTE CONNECTIONS OF	8925 SWINNEA	\$93.82
2577737	0	189895	8127	WASTE CONNECTIONS OF	7505 CHERRY VALLEY	\$359.72
2577930	0	189897	8127	WASTE CONNECTIONS OF	7360 HWY 51	\$113.62
2578178	0	189898	8127	WASTE CONNECTIONS OF	800 STOWEWOOD	\$555.00
2578755	0	189916	8127	WASTE CONNECTIONS OF	CITY HALL / SPD	\$241.58
2575397	0	189896	8127	WASTE CONNECTIONS OF	3335 PINE TAR ALLEY	\$110.99
2579670	0	189930	8127	WASTE CONNECTIONS OF	RECYCLING PROGRAM	\$45,701.87
100912	0	190351	18070	WASTE NEWS	SUBSCRIPTION RENEWAL	\$54.00
3	0	189982	19230	WASTE PRO	RUBBISH COLLECTION SEPT 2012	\$68,820.00
093012	0	190344	8692	WELCH HENRY	UMPIRE	\$184.00
00057055	0	190034	17215	WELSCO, INC	OXYGEN RENTALS	\$296.04
093012	0	190273	17669	WESTBROOK ALLISON	SCOREKEEPER	\$40.00
403235-63895	0	190392	991523	WESTGARNETT	EMS BILLING REFUND	\$49.25

<u>Invoice #</u>	<u>Check#</u>	<u>Voucher #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amnt</u>
093012	0	190275	16126	WHITE JONAS	SCOREKEEPER	\$102.00
28341	0	190089	11134	WHITFIELD	INSTALL 30 AMP RECEPTACLE @ ARENA	\$345.15
28342	0	189953	11134	WHITFIELD	ELECTRICAL SERVICES @ COURT	\$318.59
28158	0	189903	11134	WHITFIELD	REPAIRS TO LIGHTS @ SNOWDEN AMPHITHEATER	\$113.25
28157	0	189954	11134	WHITFIELD	ELECTRICAL SERVICES @ COURT	\$271.48
101012	0	190434	19382	WILLER BRYAN D	CASH BOND REFUND	\$500.00
PP3-2012	0	190168	976	WILLIAMS, TIM	FOOTBALL REF	\$220.00
100512	0	189980	2396	WILSON CHRIS	TRAVEL REIMBURSEMENT - NASHVILLE, TN	\$612.11
093012	0	190345	14515	WILSON JAMES	UMPIRE	\$218.00
PP3-2012	0	190169	973	WINDSOR JEFF	FOOTBALL REF	\$320.00
PP3-2012	0	190171	974	WINDSOR, JIM	FOOTBALL REF	\$150.00
PP3-2012	0	190228	19365	WINSTON TIMOTHY	SOCCER REF	\$58.00
31	0	189881	15915	WISEMAN CYNTHIA	AEROBICS INSTRUCTOR	\$30.00
100812	0	190113	6424	WOOD TIM	REIMBURSE 2013 CLOTHING ALLOT	\$500.00
35736	0	189975	349	WORLD CLASS ATHLETIC	FIELD PAINT	\$1,927.00
093012	0	190346	11652	WRENN DALE	UMPIRE	\$144.00
093012	0	190347	2743	WRICE WILLIE	UMPIRE	\$249.00
093012	0	190276	18614	WRIGHT MARCUS	SCOREKEEPER	\$90.00
PP3-2012	0	190230	13945	YEATMAN HUNTER	SOCCER REF	\$118.00
100812	0	190115	14006	YOAKUM BRETT	REIMBURSE 2013 CLOTHING ALLOT	\$87.38
100812	0	190362	19373	ZUNDELL CLINTON	TOURNAMENT REFUND	\$335.00

**Total Invoices Paid on this Docket: \$634,176.11**