



**MEETING OF THE MAYOR AND BOARD OF ALDERMEN
SOUTHAVEN, MISSISSIPPI**

**CITY HALL
November 17, 2015**

**6:00 p.m.
AGENDA**

- 1. Call To Order**
- 2. Invocation**
- 3. Pledge Of Allegiance**
- 4. Approval Of Minutes: November 3, 2015**
- 5. 2017 DUI Grant - Mississippi Office of Highway Safety**
- 6. Hurricane Creek Phase 8 - Emergency Backup Pump System - Change Order #1 (Time Extension)**
- 7. Bid Acceptance - Greenbrook Park Concession Building**
- 8. Resolution To Clean Private Property**
- 9. Planning Agenda: Item #1 Application by Zowee Shanks for a Conditional Use Permit to allow a Consignment Shop to be located at 201 Stateline Road**
- 10. Mayor's Report**
- 11. Citizen's Agenda**
- 12. Personnel Docket**
- 13. City Attorney's Legal Update**
- 14. Old Business: Application by Reeves Investment Properties, LLC for subdivision approval of Central Park Sec. "M1" on the west side of Tchulahoma Road, south of Stateline Road**
- 15. Claims Docket**
- 16. Executive Session: Update on Litigation against City**

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

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MEETING OF THE MAYOR AND BOARD OF ALDERMEN SOUTHAVEN, MISSISSIPPI

CITY HALL
November 3, 2015
6:00 p.m.
AGENDA

1. Call To Order
2. Invocation: Rev. Artis Taylor
3. Pledge Of Allegiance
4. Approval Of Minutes: October 20, 2015
5. Property Maintenance Code
6. Contract with AT&T
7. Hurricane Creek Sewer Project - Phase #6 - SEMS, Inc. - Pay App #5 and Summary Letter
8. Recommendation of Bid Award
9. Surplus Property – Utility Division
10. Resolution To Clean Private Property
11. Planning Agenda: Item #1 Application by CVH Airways, LLC for design review approval of a four story Homewood Suites hotel on the south side of Marathon Way, east of Airways Blvd.
Item #2 Application by Abraham Valenzuela for design review approval of a restaurant to be located on the east side of Getwell Road, south of Goodman Road
Item #3 Application by Vince Vagehela for design review approval of an office building to be located on the north side of Goodman Road, east of Airways Blvd.
Item #4 Application by Reeves Investment Properties, LLC for subdivision approval of Central Park Sec. "M1" on the west side of Tchulahoma Road, south of Stateline Road
Item #5 Application by Reeves Investment Properties, LLC for subdivision approval of Rasco Hills Sec. "F" on the south side of Stateline Road, east of Horn Lake Road
12. Mayor's Report
13. Citizen's Agenda
14. Personnel Docket
15. City Attorney's Legal Update
16. Claims Docket
17. Executive Session: Claims Filed Against City Regarding Utilities and Infrastructure

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

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MINUTES OF THE REGULAR MEETING OF NOVEMBER 3, 2015 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 3rd day of November, 2015 at six o'clock (6:00) p.m. at City Hall.

Present were:

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

Also present were Mayor Musselwhite, Andrea Mullen, City Clerk and Nick Manley, City Attorney. Approximately sixty (60) other people were present.

Mayor Musselwhite called the meeting to order. Alderman Gallagher led in prayer, followed by the Pledge of Allegiance led by Alderman Ferguson. Next, a motion was made by Alderman Payne to approve the minutes of the regular meeting of October 20, 2015 with any corrections, deletions, or additions necessary. There being none the motion was seconded by Alderman Brooks. Motion was put to a vote and passed unanimously.

PROPERTY MAINTENANCE CODE

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI TO ADOPT THE CITY OF SOUTHAVEN PROPERTY MAINTENANCE CODE

The Mayor and Board of Aldermen of the City of Southaven, Mississippi (the "City"), considered the matter of adopting the City of Southaven Property Maintenance Code:

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

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI TO ADOPT THE CITY OF SOUTHAVEN PROPERTY MAINTENANCE CODE

WHEREAS, the Mayor and Board of Alderman of the City have been given the authority pursuant to Miss. Code Section 21-19-11 of the Mississippi Code of 1972, annotated, as amended, to allow for the City to clean private property after due notice is served; and

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WHEREAS, pursuant to Miss. Code Section 21-19-25, the City has the authority to adopt codes dealing with general public health, safety or welfare, or a combination of the same, by ordinance, which includes the adoption of a City Property Maintenance Code; and

WHEREAS, pursuant to Miss. Code 21-17-5, the governing authorities of the City have the care, management and control of the municipal affairs and its property and finances and have the power to adopt any orders, resolutions or ordinances with respect to such municipal affairs, property and finances; and

WHEREAS, after consideration, the Mayor and Board find that the adoption of the City Property Maintenance Code, as set forth below, will improve the general public health, safety or welfare of the City; and

WHEREAS, pursuant to Miss. Code Sections 21-13-1 and 21-17-5, the City has the authority and power to enforce the penalties as set forth in the property maintenance code as adopted by the City;

WHEREAS, the City adopts the City of Southaven Property Maintenance Code as set forth below in this Resolution; and

WHEREAS, the property code as adopted, via City Ordinance, provides specific guidelines for the governmental authorities, and serves the legitimate City interest; and

WHEREAS, the Board authorizes the Mayor, the Planning Director or their designee, to sign such documents or take actions that are necessary or required for the effectuation of the amended Ordinance.

NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI THAT THE RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI TO ADOPT THE CITY OF SOUTHAVEN PROPERTY MAINTENANCE CODE AS FOLLOWS:

**CHAPTER 1- SCOPE AND ADMINISTRATION
PART 1 – SCOPE AND APPLICATION
SECTION 1
GENERAL
1.1 Title.**

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These regulations shall be known as the Property Maintenance Code of the City of Southaven, hereinafter referred to as "this code" or "the code."

1.2 Scope.

The provisions of this code shall apply to all existing residential and nonresidential structures and all existing premises, excluding those with current agricultural operations, and constitute minimum requirements and standards for premises, structures, and sanitary maintenance; the responsibility of owners and occupants; the occupancy of existing structures and premises, and for administration, enforcement and penalties.

1.3 Intent.

The purpose of this code is to prevent blighted properties in the City which will ultimately preserve property values and economic attractiveness as well as discourage criminal activity. This code shall be construed to secure its expressed intent, which is to ensure public health, safety and welfare insofar as they are affected by the continued occupancy and maintenance of structures and premises. Existing structures and premises that meet the definition of a blighted property shall be altered or repaired to provide a minimum level of health, safety and welfare as required herein.

1.4 Severability.

If a section, subsection, sentence, clause or phase of this code is, for any reason, held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this code.

SECTION 2

APPLICABILITY

2.1 General.

Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall govern. Where differences occur between provisions of this code and the referenced standards, the provisions of this code shall apply. Where, in a specific case, different sections of this code specify different requirements, the most restrictive shall govern.

2.2 Maintenance.

Safeguards required by this code or a previous regulation or code under which the structure or premises was constructed, altered or repaired shall be maintained in good working order. No owner, operator or occupant shall cause any service, facility, equipment or utility which is required under this section to be removed from or shut off from or discontinued for any occupied dwelling, except for such temporary interruption as necessary while repairs or alterations are in progress. The requirements of this code are not intended to provide the basis for removal or abrogation of fire protection and safety systems and devices in existing structures. Except as otherwise specified herein, the owner shall be responsible for the maintenance of buildings, structures and premises.

2.3 Application of other codes.

Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the applicable City of Southaven adopted codes, ordinances and zoning regulations.

2.4 Existing remedies.

The provisions in this code shall not be construed to abolish or impair existing remedies of the jurisdiction or its officers or agencies relating to the removal or demolition of any structure which is dangerous, unsafe and insanitary.

2.5 Workmanship.

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Repairs, maintenance work, alterations or installations which are caused directly or indirectly by the enforcement of this code shall be executed and installed in a workmanlike manner and installed in accordance with the manufacturer's instruction. In addition, all applicable licenses, permits and bonding shall be required for any repairs, maintenance work, alterations or installations.

2.6 Historic buildings.

The provisions of this code shall not be mandatory for existing buildings or structures designated as historic buildings when such buildings or structures are judged by the code official to be safe and in the public interest of health, safety and welfare.

2.7 Referenced codes and standards.

The codes and standards referenced in this code shall be those that have been adopted by the City of Southaven and considered part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections 2.7.1 and 2.7.2.

Exception: Where enforcement of a code provision would violate the conditions of the listing of the equipment or appliance, the conditions of the listing shall apply.

2.7.1 Conflicts.

Where conflicts occur between provisions of this code and the referenced standards, the provisions of this code shall apply

2.7.2 Provisions in referenced codes and standards.

Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code, the provisions of this code, as applicable, shall take precedence over the provisions in the referenced code or standard.

2.8 Requirements not covered by code.

Requirements necessary for the strength, stability or proper operation of an existing fixture, structure or equipment, or for the public safety, health and general welfare, not specifically covered by this code, shall be determined by the code official.

2.9 Application of references.

References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section or provisions of this code.

2.10 Other laws.

The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law.

PART 2- ADMINISTRATION AND ENFORCEMENT

SECTION 3

DEPARTMENT OF PROPERTY MAINTENANCE INSPECTION

3.1 General.

The Planning Director shall be known as the code official.

3.2 Deputies.

In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the code official shall have the authority to appoint a deputy(s). Such employees shall have powers as delegated by the code official.

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3.3 Liability.

The code official, member of the board of appeals or employee charged with the enforcement of this code, while acting for the jurisdiction, in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered liable personally, and is hereby relieved from all personal liability for any damage accruing to persons or property as a result of an act or by reason of an act or omission in the discharge of official duties. Any suit instituted against any officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by the legal representative of the jurisdiction until the final termination of the proceedings. The code official or any subordinate shall not be liable for cost in an action, suit or proceeding that is instituted in pursuance of the provisions of this code.

3.4 Fees.

The fees for activities and services performed by the department in carrying out its responsibilities under this code shall be in accordance with Fees identified by Ordinances of the City of Southaven or other such fee as may be adopted by Resolution.

SECTION 4

DUTIES AND POWERS OF THE CODE OFFICIAL

4.1 General.

The code official is hereby authorized and directed to enforce the provisions of this code.

4.2 Inspections.

The code official shall make all of the required inspections, or shall accept reports of inspection by approved agencies or individuals. All reports of such inspections shall be in writing and be certified by a responsible officer such approved agency or by the responsible individual. The code official is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise, subject to the approval of the appointing authority.

4.3 Identification.

The code official shall carry proper identification when inspecting structures or premises in the performance of duties under this code.

4.4 Notices and orders.

The code official shall issue all necessary notices or orders to ensure compliance with this code.

4.5 Department records.

The code official shall keep official records of all business and activities of the department specified in the provisions of this code. Such records shall be retained in the official records for the period required for retention of public records.

SECTION 5

APPROVAL

5.1 Modifications.

Wherever there are practical difficulties involved in carrying out the provisions of this code, the code official shall have the authority to grant modifications for individual cases upon application of the owner or owner's representative, provided the code official shall first find that special individual reason makes the strict letter of this code impractical and the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health,

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life and fire safety requirements. The details of action granting modifications shall be recorded and entered in the department files.

5.2 Alternative materials, methods and equipment.

The provisions of this code are not intended to prevent the installation of any material or to prohibit any method of construction not specifically prescribed by this code, provided that any such alternative has been approved. An alternative material or method of construction shall be approved where the code official finds that the proposed design is satisfactory and complies with the intent of the provisions of this code and that the material or method of work offered is, for the purpose intended, at least the equivalent of the prescribed in this code in quality, strength, effectiveness, fire resistance, durability and safety.

5.3 Required testing.

Whenever there is insufficient evidence of compliance with the provisions of this code, or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims for alternative materials or methods, the code official shall have the authority to require tests to be made as evidence of compliance at no expense to the jurisdiction.

5.3.1 Test methods.

Test methods shall not be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the code official shall be permitted to approve appropriate testing procedures performed by an approved agency.

5.3.2 Test reports.

Reports of test shall be retained by the code official for the period required for retention of public records.

5.4 Material and equipment.

Materials, equipment and devices shall not be used unless such elements are in good repair or have been reconditioned and tested when necessary, placed in good and proper working condition and approved by the code official.

5.5 Approved materials and equipment.

Materials, equipment and devices approved by the code official shall be constructed and installed in accordance with such approval.

5.6 Research reports.

Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall consist of valid research reports for approved sources.

SECTION 6

VIOLATIONS

6.1 Unlawful acts.

It shall be unlawful for a person, firm, or corporation to be in conflict with or in violation of any of the provisions of this code.

6.2 Notice of violation.

The code official shall serve a notice violation or order in accordance with Section 7.

6.3 Prosecution of violation.

Any person failing to comply with a notice of violation or order served in accordance with Section 7 shall be deemed guilty of a misdemeanor or civil infraction as determined by the City of Southaven and the violation shall be deemed a strict liability offense. If the notice of violation is not complied with, the code official shall institute the appropriate proceeding at law or in equity to

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restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the structure in violation of the provisions of this code or of the order to direction made pursuant thereto. Specifically in relation to violations regarding grass and weeds, upon failure of the owner or agent having charge of a property to cut and destroy weeds after service of a notice of violation, they shall be subject to prosecution in accordance with this Section 6.3 and as prescribed by the authority having jurisdiction. Upon failure to comply with the notice of violation, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the owner or agent responsible for the property. Any action taken by the authority having jurisdiction on such premises shall be charged against the real estate upon which the structure is located in the form of an assessment upon such real estate.

6.4 Violation penalties.

Any person, individual, corporation, company, partnership, association or any other entity failing to comply with this code or any of the requirements thereof or otherwise violating this code or any of its provisions shall, after notice and a reasonable time to correct, which shall not exceed 90 days, pay a fine not exceeding five hundred dollars (\$500), plus court costs, and in case of continuing violations without reasonable effort on the part of the defendant to correct, the same each day the violation continues thereafter shall be a separate offense pursuant to Sections 21-13-1 and 21-17-5, Mississippi Code of 1972, or other applicable statutes. For the purposes of this ordinance, the term "a reasonable time to correct" shall be the same as included in the correction order required under section 7.2.4. The City shall impose for said violation(s) all other penalties and have access to any other remedies available under law to correct the conditions giving rise to the violations of this code.

6.5 Abatement of violation.

The imposition of the penalties herein prescribed shall not preclude the legal officer of the jurisdiction from instituting appropriate action to restrain, correct or abate a violation, or to prevent illegal occupancy of a building, structure or premises, or to stop an illegal act, conduct, business or utilization of the building, structure or premises. Furthermore, the attending municipal court judge shall have the discretion to delay or abate penalties for owner-occupied residential property owners that provide court-specified financial documentation to prove that an extreme financial hardship exists that prevents the violations from being corrected in a timely manner.

SECTION 7

NOTICES AND ORDER

7.1 Notice to person responsible. Whenever the code official determines that there has been a violation of this code or has grounds to believe that a violation has occurred, notice shall be given in the manner prescribed in Sections 7.2 and 7.3 to the person responsible for the violation as specified in this code. Notices for condemnation procedures shall also comply with Section 7.3.

7.2 Form.

Such notice prescribed in Section 7.1 shall be in accordance with all of the following:

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1. Be in writing.
2. Include a description of the real estate sufficient for identification.
3. Include a statement of the violation or violations and why the notice is being issued.
4. Include a correction order allowing a reasonable time, which shall not exceed 90 days, to make the repairs and improvements required to bring the dwelling unit or structure into compliance with the provisions of this code.
5. Inform the property owner of the right to appeal.

7.3 Method of service.

Such notice shall be deemed to be properly served if a copy thereof is:

1. Delivered personally;
2. Sent by certified or first-class mail addressed to the last known address; or
3. If the notice is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice.

7.4 Unauthorized tampering.

Signs, tags or seals posted or affixed by the code official shall not be mutilated, destroyed or tampered with, or removed without authorization from the code official

7.5 Penalties.

Penalties for noncompliance with orders and notices shall be as set forth in Section 6.4.

7.6 Transfer of ownership.

It shall be unlawful for the owner of any dwelling unit or structure who has received a compliance order or upon whom a notice of violation has been served to sell, transfer, mortgage, lease or otherwise dispose of such dwelling unit or structure to another until the provisions of the compliance order or notice of violation have been complied with, or until such owner shall first furnish the grantee, transferee, mortgagee or lessee a true copy of any compliance order or notice of violation issued by the code official and shall furnish to the code official a signed and notarized statement from the grantee, transferee, mortgagee or lessee, acknowledging the receipt of such compliance order or notice of violation and fully accepting the responsibility without condition for making the corrections or repairs required by such compliance order or notice of violation.

SECTION 8

MEANS OF APPEAL

8.1 Application for appeal.

Any person directly affected by a decision of the code official or a notice or order issued under this code shall have the right to appeal to the Board of Adjustments, provided that a written application for appeal is filed within 20 days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means.

8.2 Open hearing.

Hearings before the board shall be open to the public. The appellant, the appellant's representative, the code official and any person whose interests are

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affected shall be given an opportunity to be heard. A quorum shall consist of not less two-thirds of the board membership.

8.2.1 Procedure.

The board shall adopt and make available to the public the procedures under which a hearing will be conducted. The procedures shall not require compliance with strict rules of evidence, but shall mandate that only relevant information be received.

8.3 Postponed hearing

When the full board is not present to hear an appeal, either the appellant or the appellant's representative shall have the right to request a postponement of the hearing.

8.4 Board decision.

The board shall modify or reverse the decision of the code official only by a concurring vote of a majority of the total number of board members.

8.5 Records and copies.

The decision of the board shall be recorded. Copies shall be furnished to the appellant and to the code official.

8.6 Administration.

The code official shall take immediate action in accordance with the decision of the board.

8.7 Court review.

Any person, whether or not a previous party of the appeal, shall have the right to apply to the appropriate court for a writ of certiorari to correct errors of law. Application for review shall be made in the manner and time required by Mississippi law.

8.8 Stays of enforcement.

Appeals of notice and orders shall stay the enforcement of the notice and order until the appeal is heard by the appeals board.

CHAPTER 2 - DEFINITIONS

SECTION 1

GENERAL

1.1 Scope.

Unless otherwise expressly stated, the following terms shall, for the purposes of this code, have the meanings shown in this chapter.

1.2 Interchangeability.

Words stated in the present tense include the future; words stated in the masculine gender include the feminine and neuter; the singular number includes the plural and the plural, the singular.

1.3 Terms defined in other codes.

Where terms are not defined in this code and are defined in the International Building Code, International Fire Code, International Fuel Gas Code, International Plumbing Code, or International Residential Code such terms shall have the meanings ascribed to them as stated in those codes.

1.4 Terms not defined.

Where terms are not defined through the methods authorized by this section, such terms shall have ordinarily accepted meanings such as the context implies.

1.5 Parts.

Whenever the words "dwelling unit," "dwelling," "premises," "building," or "property" are stated in this code, they shall be construed as though they were followed by the words "or any part thereof."

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SECTION 2

GENERAL DEFINITIONS

APPROVED. Acceptable to the code official.

BLIGHTED PROPERTY. Any structure, premises, or property that displays two or more of the conditions set forth in Chapter 3, Section 2 of this Ordinance that evidence such an extreme state of disrepair or lack of maintenance that such condition is visible from a public street.

CODE OFFICIAL. The official, as set forth in Chapter 1, Part 2, Section 3.1 and 3.2 of this code, who is charged with the administration and enforcement of this code, or any duly authorized representative.

CONDEMN. To adjudge unfit for occupancy.

DETACHED. When a structural element is physically disconnected from another and that connection is necessary to provide a positive connection.

DETERIORATION. To weaken, disintegrate, corrode, rust or decay and lose effectiveness.

DWELLING UNIT. A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

EXTERIOR PROPERTY. The open space on the premises and on adjoining property under the control of owners or operators of such premises.

GARBAGE. Any discarded material resulting from the inhabitation of a residential unit, including animal or vegetable waste resulting from the handling, preparation, cooking and consumption of food.

INFESTATION. The presence, within or contiguous to, a structure or premises of insects, rodents, vermin or other pests.

INOPERABLE MOTOR VEHICLE. A vehicle which cannot be driven upon the public streets for reason including but not limited to being unlicensed, wrecked, abandoned, in a state of disrepair, or incapable of being moved under its own power.

OCCUPANT. Any individual living or sleeping in a building, or having possession of a space within a building.

OWNER. Any person or corporation having legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

PARKING LOT. An area utilized for parking cars, excluding single-family dwellings.

PERSON. An individual, corporation, partnership or any other group acting as a unit.

PEST ELIMINATION. The control and elimination of insects, rodents, or other pests by eliminating their harborage places; by removing or making inaccessible materials that serve as their food or water; by other approved pest-elimination methods.

PREMISES. A lot, plot or parcel of land, easement or public way, including any structures thereon.

RUBBISH. Combustible and noncombustible waste materials, except garbage; the term shall include the residue from the burning of wood, coal, coke and other combustible materials, paper, rags, cartons, boxes, wood, excelsior, rubber,

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leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass, crockery and dust and other similar materials.

SHRUB. A woody plant smaller than a tree, having multiple permanent stems branching from or near the ground.

STRICT LIABILITY OFFENSE. An offense in which the prosecution in a legal proceeding is not required to prove criminal intent as a part of its case. It is enough to prove that the defendant either did an act which was prohibited, or failed to do an act which the defendant was legally required to do.

STRUCTURE. That which is built or constructed or a portion thereof.

TENANT. A person, corporation, partnership or group, whether or not the legal owner of record, occupying a building or portion thereof as a unit.

TREE. A woody perennial plant, typically having a single stem or trunk growing to a considerable height and bearing lateral branches at some distance from the ground.

WEED. Any grass, annual plant or vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.

WORKMANLIKE. Executed in a skilled manner; e.g., generally plumb, level, square, in line, undamaged and without marring adjacent work.

YARD. An open space on the same lot with a structure.

CHAPTER 3 - GENERAL REQUIREMENTS

SECTION 1

GENERAL

1.1 Scope. The provisions of this chapter shall govern the minimum conditions and responsibilities of persons for maintenance of structures, equipment and exterior property.

1.2 Responsibility. The owner of the premises shall maintain the structures and exterior property in compliance with these requirements, except as otherwise provided for in this code. A person shall not occupy as owner-occupant or permit another person to occupy premises which are not in a sanitary and safe condition and which do not comply with the requirements of this Chapter. Occupants of a dwelling unit, are responsible for keeping in a clean, sanitary and safe condition that part of the dwelling unit which they occupy and control.

1.3 Vacant structures and land. All vacant structures and premises thereof or vacant land shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety.

SECTION 2

BLIGHTED PROPERTY VIOLATIONS

Any two of the following conditions shall constitute a "Blighted Property" and shall be deemed a violation of this Ordinance and such violation shall be subject to all notices and penalties set forth in this Ordinance:

2.1 Exterior Structure Surfaces. Walls, trim, columns, porches, stairs, decks, balconies, chimneys, awnings, foundation exteriors, doors, windows, shutters, gutters, downspouts, roof turbines, skylights, or any other surface materials, including all of the same with detached structures, that are missing, broken, bent, loose, defaced by markings or carvings, or deteriorated by cracking, rotting, rusting, or paint chipping.

2.2 Roofs. Structures that have missing shingles throughout 50% or more of visible slopes creating a "checkerboard" appearance or any type of temporary

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repair, exceeding sixty (60) days, including the use of tarpaulins or wood materials.

2.3 Fences. Fences and/or gates, that are leaning or have missing or broken planks, rails, or posts, and iron, aluminum, or metal materials that are decayed by rust or corrosion.

2.4 Exterior Property Sanitation. The lack of sanitation created by rubbish or garbage other than that contained in City carts, appliances, indoor furniture, automotive parts, unused construction materials, or any other excessive outside storage that creates a cluttered and menacing environment.

2.5 Motor Vehicles. Inoperable Motor Vehicles that are parked, kept, or stored on the Premises or Yard including those in a state of major disassembly or in the process of being stripped or dismantled.

2.6 Grass and Weeds. Any Premises or Yard which has grass, weed, or plant growth, excluding Trees, Shrubs, or cultivated flowers and gardens, that exceeds six (6) inches in height or length.

2.7 Shrubs. Any Premises or Yard which has shrubs that are unkempt and overgrown to the severity of reaching the roof cornice of a structure or blocking 50% or more of a structure's window.

2.8 Parking Lots. Parking Lots with multiple potholes in the asphalt or cracking or breaking to the severity that destabilization exists evidenced by the visibility of base materials.

NOW, THEREFORE BE IT ORDERED that the City of Southaven Property Maintenance Code as set forth above in this Resolution shall take effect one month after passage.

NOW, THEREFORE BE IT ORDERED that the City Clerk, pursuant to Miss. Code 21-19-25, provide notice of the adoption of the code in the *Desoto Times* for one (1) time a notice in substantially the following form:

Notice is given that the City of Southaven on the 3rd day of November, 2015 adopted the City of Southaven Property Maintenance Code. The Adopted Ordinance is on file with the Southaven City Clerk and can be reviewed Monday–Friday from 8 a.m. to 5 p.m.

IT IS FURTHER ORDERED that the Codes hereby adopted pursuant to this Ordinance shall be certified to by the mayor and City Clerk, and shall be filed as a permanent record in the office of the clerk.

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

Alderman Kristian Kelly
Alderman Shirley Kite
Alderman Joel Gallagher

voted: NO
voted: YES
voted: YES

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Alderman George Payne	voted: YES
Alderman William Brooks	voted: YES
Alderman Scott Ferguson	voted: YES
Alderman Raymond Flores	voted: YES

Having received a majority of affirmative votes, the Mayor declared that the Resolution was carried and adopted as set forth above on this the 3rd day of November, 2015.

CITY OF SOUTHAVEN, MISSISSIPPI

CONTRACT WITH AT&T

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

Mr. Manley stated that this contract is for the continuation of the City's current RMS (Records Management Software) project for Law Enforcement. This service allows the City to move to Interact's online RMS rather than stay with our current RMS. Mr. Manley stated that each agency in the county will have their own contract going forward. There is no equipment being purchased in the process only software services. Mr. Manley stated that previously, he submitted changes to AT&T which were reviewed by their attorneys and not all changes were accepted, but both sides agree that the contract will be governed by Mississippi law and there is a severability clause for those clauses or sections which are not enforceable. Mr. Manley stated that he is requesting approval and authority for Mayor Musselwhite to sign the contract with AT&T based on the need for the SPD to have this contract in place and the fact that each City in Desoto County is entering into the same contract with the same terms. Alderman Brooks made the motion to approve the contract and allow Mayor Musselwhite to sign. Motion was seconded by Alderman Kelly.

Roll call was as follows:

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

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried on the 3rd day of November, 2015.

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A copy of each AT&T contract is attached to these minutes.

HURRICANE CREEK SEWER PROJECT – PHASE 6- SEMS, INC. –PAY APP #5 AND SUMMARY LETTER

Sean Hilsdon with Neel Schaffer explained that this item is for an intermediate payout with no changes. Alderman Payne made the motion to approve Pay App #5. Motion was seconded by Alderman Brooks.

Roll call was as follows:

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

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried on the 3rd day of November, 2015.

A copy of the pay application and summary letter is attached to these minutes.

RECOMMENDATION OF BID AWARD

Bradley Wallace, Public Works Director, presented this item to the Board.

Mr. Wallace stated that Cascade Carts was the lowest and best bid for garbage carts and made the recommendation to award the annual contract to them for the submitted bid prices of \$43.98 per green cart for an order of 522 and \$48.98 per pink cart for an order of 200. Alderman Brooks made the motion to accept Mr. Wallace's recommendation to approve the contract with Cascade Carts. Motion was seconded by Alderman Gallagher.

Roll call was as follows:

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

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried on the 3rd day of November, 2015.

A copy of the recommendation letter is attached to these minutes.

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SURPLUS PROPERTY – UTILITY DIVISION

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI DECLARING SURPLUS PROPERTY

WHEREAS, the City of Southaven Utility Department ("City") is presently in possession of a variety of property attached hereto as Exhibit A, which is outdated, not useful or cost effective due to the storage and maintenance costs; and

WHEREAS, pursuant to Mississippi Code 17-25-25, it has been recommended to the Mayor and Board of Aldermen that the property set forth in Exhibit A be declared as surplus and sold and/or disposed of as appropriate and in accordance with Mississippi Code 17-25-25, and removed from the fixed assets inventory; and

WHEREAS, the Mayor and Board of Aldermen are desirous of disposing of such Vehicle and amending, its fixed assets inventory pursuant to State guidelines; and

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

1. The property be hereby declared as surplus property as the property is outdated, not useful or cost effective due to the storage and maintenance costs and has no value to the City.
2. The City Clerk, or her designee, is hereby authorized and directed to follow Mississippi Code 17-25-25 for the disposition of the Vehicle.

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

Alderman William Brooks	voted: YES
Alderman Kristian Kelly	voted: YES
Alderman Shirley Beshears	voted: YES

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Alderman George Payne	voted: YES
Alderman Joel Gallagher	voted: YES
Alderman Scott Ferguson	voted: YES
Alderman Raymond Flores	voted: YES

RESOLVED AND DONE, this 3rd day of November, 2015.

A copy of the surplus property list is attached to these minutes.

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: **6782 Snowden Lane, 2371 Heather Ridge**, 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, November 3, 2015**, by United States mail and by posting said notice, to determine whether or

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not the said parcel of land were in such a state of uncleanness as to be a menace to the public health and safety of the community.

WHEREAS, none of the owners of the above described parcel of land appeared at the meeting of the Mayor and Board of Aldermen on **Tuesday, November 3, 2015**, 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: **6782 Snowden Lane, 2371 Heather Ridge**, 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 Kelly. The Resolution was then put to a roll call vote and the results were as follows, to-wit:

ALDERMAN	VOTED
Alderman William Brooks	YES
Alderman Kristian Kelly	YES
Alderman Shirley Kite	YES
Alderman George Payne	YES
Alderman Joel Gallagher	YES

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Alderman Scott Ferguson YES

Alderman Raymond Flores YES

The Resolution, having received a majority vote of all Aldermen present, was declared adopted on this, the 3rd day of November, 2015.

CITY OF SOUTHAVEN, MISSISSIPPI

PLANNING AGENDA

ITEM #1 Application by CVH Airways, LLC for design review approval of a four story Homewood Suites hotel on the south side of Marathon Way, east of Airways Blvd.

Mrs. Choat-Cook stated that this design review application is for a four story hotel to be located in the Briargate Commercial Subdivision. Mrs. Choat-Cook added that this application had been discussed at a previous meeting, but was tabled due to submitted materials being less than desirable. The second application submitted contained different designs, brick, EIFS, and stone work and was passed unanimously in favor of by the Planning Commission. Mrs. Choat-Cook stated that the applicant would also like to discuss the materials that they would prefer to construct with, but she explained to them that they would need to apply for a variance and that the request would not be a part of this application process. Mrs. Choat-Cook stated that the application is for the design criteria and exterior elevation materials as opposed to the overall building materials. Alderman Flores made the motion to accept the recommendation to approve the application. Motion was seconded by Alderman Kite.

Roll call was as follows:

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

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried on the 3rd day of November, 2015.

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A copy of the staff report, elevation rendering and material sample board rendering is attached to these minutes.

Item #2 Application by Abraham Valenzuela for design review approval of a restaurant to be located on the east side of Getwell Road, south of Goodman Road

Mrs. Choat-Cook stated that the applicant is requesting to build a new structure for a restaurant in the Bob White Farms Subdivision on the east side of Getwell Road and the south side of Goodman Road. Revisions were made to their landscape plan and detention pond in the back that stores all of the water along Getwell Road and the applicant has agreed to swap two (2) concrete swells. Mrs. Choat-Cook added that the applicant could not provide a fire lane, but the Fire Marshal approved the layout and stated that they could get apparatus around it. The application submitted was approved by the Planning Commission. Alderman Kite made the motion to approve the design review application. Motion was seconded by Alderman Ferguson.

Roll call was as follows:

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

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried on the 3rd day of November, 2015.

A copy of the staff report and renderings is attached to these minutes.

Item #3 Application by Vince Vagehela for design review approval of an office building to be located on the north side of Goodman Road, east of Airways Blvd.

Mrs. Choat-Cook stated that this design review application is for a two (2) story office building on Lot 4 of the Goodman Place Subdivision located behind C-Spire on Goodman Road. Mrs. Choat-Cook stated that the building will be used for hospitality training and hotel management. Alderman Payne made the motion to approve the design review application. Motion was seconded by Alderman Brooks.

Roll call was as follows:

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

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried on the 3rd day of November, 2015.

A copy of the staff report and rendering is attached to these minutes.

Item #4 Application by Reeves Investment Properties, LLC for subdivision approval of Central Park Sec. "M1" on the west side of Tchulahoma Road, south of Stateline Road

Mrs. Choat-Cook stated that this application is for Central Park Section M-1 located directly off of Tchulahoma and has its own proposed access. Mrs. Choat-Cook stated that the application is compliant with the PUD in terms of the square footage of the lots and homes. Mrs. Choat-Cook stated that there is some concern with the two (2) lots adjacent to Tchulahoma having a landscaping sign easement for locator signs. Mrs. Choat-Cook stated that there has been discussion about subdivision signs that do not have a Home Owner's Association to maintain them. Mr. Ben Smith with Reeves Investment Properties LLC stated that they would add a #6 item to the General Statement that states that Reeves Investment Properties, LLC would maintain them. There was concern with this option due to LLC's dissolving. Mrs. Choat-Cook stated that she contacted the property owner and told him that a maintenance plan was needed before going to the Board for approval. The owner has been out of town and he requested additional time to think about it. Mrs. Choat-Cook made the recommendation to table this item until they could get back in touch with the owner to make sure he has an appropriate maintenance plan before approval. Alderman Flores made the motion to table this application request. Motion was seconded by Alderman Kelly.

Roll call was as follows:

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

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Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried on the 3rd day of November, 2015.

Item #5 Application by Reeves Investment Properties, LLC for subdivision approval of Rasco Hills Sec. "F" on the south side of Stateline Road, east of Horn Lake Road

Mrs. Choat-Cook stated that this application is for subdivision approval that consists of 6.42 acres with 24 lots and no common open space. The minimum lot sizes were 6,000 sq. ft. with a minimum heated square footage of 1,250 sq. ft. This subdivision's lot sizes are between 7,200 sq. ft. and 18,592 sq. ft., which exceed the requirements. Mrs. Choat-Cook stated that there is an existing home on the plat that is not part of the subdivision and the applicant was asked to add a perimeter fence around all three (3) sides to protect that particular property owner. A motion was made by alderman Brooks to approve the application contingent upon the installation of the perimeter fence. Motion was seconded by Alderman Payne.

Roll call was as follows:

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

A copy of the staff report and final plat is attached to these minutes.

MAYOR'S REPORT

- Mayor Musselwhite stated that the Snowden Grove Mini Stadium Project that was approved by the Board at the previous board meeting is now under construction. This project will add a stadium roof and chairback stadium seats to one of the fields at Quads A, B, and C. A centerfield "Batter's Eye" structure and pressbox will also be added at Field C12 where the televised Dizzy Dean World Series 12-year old championship game is played and bathroom and concession facilities will be added to Quads B and C.
- Mayor Musselwhite stated that the Tanger Outlet Mall Grand Opening will be November 20, 2015 at 10 a.m. Governor Phil Bryant, Senator Thad Cochran, Senator Roger Wicker and Steven Tanger, CEO for Tanger Outlets will be in attendance for the ceremony. Mayor Musselwhite expressed that this is an exciting time for the City of Southaven.
- Mayor Musselwhite stated that MDOT is going to launch a media campaign to help answer some of the questions about the timeline on the project to widen the Interstate and re-work the interchange at Church

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Road. Mayor Musselwhite acknowledged that traffic is going to be a serious issue for a few years, but there is a plan in place. In addition, MDOT has agreed to work with our local engineers and mall engineers to optimize the functionality of all of the traffic signals at I55 and Church Road, Church Road and Airways Boulevard and at the two entrances into the mall at Plum Point Avenue and Airways Boulevard. They will look at turning lanes, the efficiency of the signals to make sure that we are doing everything possible to mitigate the traffic problems. Mayor Musselwhite stated that MDOT has been very receptive and understanding and that he feels comfortable that Commissioner Mike Tagert and his crew will be a friend to the City of Southaven as we go through the challenges over the next few years.

- Mayor Musselwhite stated that he had a conversation with MDOT Commissioner Mike Tagert about improving the entrance to our City and State since we are the northern gateway to Mississippi along Interstate 55. With a simple request, the sign was removed from the previous location near Goodman Road and was replaced with a larger sign northward to the actual state line. Mayor Musselwhite expressed his appreciation to Commissioner Tagert, Mitch Turner, and MDOT for making this happen so quickly.



- Mayor Musselwhite announced that the Desoto County Hazardous Waste Day is this coming Saturday, November 7th from 8 a.m. to 12 p.m. at the Landers Center.

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CITIZEN'S AGENDA

No Citizen's Agenda

PERSONNEL DOCKET

Personnel
Docket
November
3 2015

<u>Additions</u>					
Last	First	Position	Department	Start Date	Rate of Pay
Anderson	Christopher	Street Laborer	Public Works-311	TBD	\$11.25
Coleman	Reginald	Operator	Public Works-311	TBD	\$16.00
Ware	Sonya	Clerk	Clerk-155	TBD	\$14.00

<u>Adjustments</u>					
Last	First	Previous Classification	New Classification	Effective Date	Proposed Rate of Pay
Legget	Brett	Animal Control Officer	Street Laborer		\$11.25

<u>Employment</u>					
Last	First	Department	Action Taken	Effective Date	With/Without Pay

<u>Terminations</u>					
<u>Resignations</u>					
Last	First	Position	Department	Termination Date	Rate of Pay
Wells	Pierre	Laborer	Public Works -311	10/20/15	\$12.17
Hawkins	Demarcus	Operator	Public Works -311	10/20/15	\$16.00

Alderman Brooks made the motion to approve the Personnel Docket of November 3, 2015 as presented to this Board. Motion was seconded by Alderman Ferguson. The motion was put to vote and passed unanimously.

CITY ATTORNEY'S LEGAL UPDATE

Mr. Manley stated that authorization is needed for Chris Shelton, IT and Emergency Communications Director, to sign a printer maintenance contract with Dex imaging, Inc. for the Planning Department. Alderman Payne made the motion to approve the contract and authorize Chris Shelton to sign. Motion was seconded by Alderman Gallagher.

Roll call was as follows:

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

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried on the 3rd day of November, 2015.

A copy of the agreement is attached to these minutes.

CLAIMS DOCKET

A motion was made by Alderman Payne to approve the Claims Docket of November 3, 2015, including demand checks and payroll in the amount of \$2,617,906.54. Motion was seconded by Alderman Flores.

Excluding voucher numbers:

249549, 249558, 249588, 249592, 249594, 249608, 249695, 249696, 249697, 249783, 249785, 249813, 249880, 249950, 249951, 249952, 249989, 249990, 250028, 250102, 250195, 250196, 250197, 250206, 250213, 250225

Roll call was as follows:

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

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried and approved for payment on the 3rd day of November, 2015.

EXECUTIVE SESSION

A copy of the Executive Session Minutes are maintained in the City Clerk's Office.

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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 Alderman Flores. Motion was put to a vote and passed unanimously, November 3, 2015 at 9:15 p.m.

Darren Musselwhite,
Mayor

City Clerk's Office

(Seal)

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Minutes, City of Southaven, Southaven, Mississippi

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI TO ADOPT THE CITY OF SOUTHAVEN PROPERTY MAINTENANCE CODE

The Mayor and Board of Aldermen of the City of Southaven, Mississippi (the "City"), considered the matter of adopting the City of Southaven Property Maintenance Code:

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

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI TO ADOPT THE CITY OF SOUTHAVEN PROPERTY MAINTENANCE CODE

WHEREAS, the Mayor and Board of Alderman of the City have been given the authority pursuant to Miss. Code Section 21-19-11 of the Mississippi Code of 1972, annotated, as amended, to allow for the City to clean private property after due notice is served; and

WHEREAS, pursuant to Miss. Code Section 21-19-25, the City has the authority to adopt codes dealing with general public health, safety or welfare, or a combination of the same, by ordinance, which includes the adoption of a City Property Maintenance Code; and

WHEREAS, pursuant to Miss. Code 21-17-5, the governing authorities of the City have the care, management and control of the municipal affairs and its property and finances and have the power to adopt any orders, resolutions or ordinances with respect to such municipal affairs, property and finances; and

WHEREAS, after consideration, the Mayor and Board find that the adoption of the City Property Maintenance Code, as set forth below, will improve the general public health, safety or welfare of the City; and

WHEREAS, pursuant to Miss. Code Sections 21-13-1 and 21-17-5, the City has the authority and power to enforce the penalties as set forth in the property maintenance code as adopted by the City;

WHEREAS, the City adopts the City of Southaven Property Maintenance Code as set forth below in this Resolution; and

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WHEREAS, the property code as adopted, via City Ordinance, provides specific guidelines for the governmental authorities, and serves the legitimate City interest; and

WHEREAS, the Board authorizes the Mayor, the Planning Director or their designee, to sign such documents or take actions that are necessary or required for the effectuation of the amended Ordinance.

NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI THAT THE RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI TO ADOPT THE CITY OF SOUTHAVEN PROPERTY MAINTENANCE CODE AS FOLLOWS:

CHAPTER 1- SCOPE AND ADMINISTRATION

PART 1 – SCOPE AND APPLICATION

SECTION 1

GENERAL

1.1 Title.

These regulations shall be known as the Property Maintenance Code of the City of Southaven, hereinafter referred to as “this code” or “the code.”

1.2 Scope.

The provisions of this code shall apply to all existing residential and nonresidential structures and all existing premises, excluding those with current agricultural operations, and constitute minimum requirements and standards for premises, structures, and sanitary maintenance; the responsibility of owners and occupants; the occupancy of existing structures and premises, and for administration, enforcement and penalties.

1.3 Intent.

The purpose of this code is to prevent blighted properties in the City which will ultimately preserve property values and economic attractiveness as well as discourage criminal activity. This code shall be construed to secure its expressed intent, which is to ensure public health, safety and welfare insofar as they are affected by the continued occupancy and maintenance of structures and premises. Existing structures and premises that meet the definition of a blighted property shall be altered or repaired to provide a minimum level of health, safety and welfare as required herein.

1.4 Severability.

If a section, subsection, sentence, clause or phase of this code is, for any reason, held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this code.

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SECTION 2

APPLICABILITY

2.1 General.

Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall govern. Where differences occur between provisions of this code and the referenced standards, the provisions of this code shall apply. Where, in a specific case, different sections of this code specify different requirements, the most restrictive shall govern.

2.2 Maintenance.

Safeguards required by this code or a previous regulation or code under which the structure or premises was constructed, altered or repaired shall be maintained in good working order. No owner, operator or occupant shall cause any service, facility, equipment or utility which is required under this section to be removed from or shut off from or discontinued for any occupied dwelling, except for such temporary interruption as necessary while repairs or alterations are in progress. The requirements of this code are not intended to provide the basis for removal or abrogation of fire protection and safety systems and devices in existing structures. Except as otherwise specified herein, the owner shall be responsible for the maintenance of buildings, structures and premises.

2.3 Application of other codes.

Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the applicable City of Southaven adopted codes, ordinances and zoning regulations.

2.4 Existing remedies.

The provisions in this code shall not be construed to abolish or impair existing remedies of the jurisdiction or its officers or agencies relating to the removal or demolition of any structure which is dangerous, unsafe and insanitary.

2.5 Workmanship.

Repairs, maintenance work, alterations or installations which are caused directly or indirectly by the enforcement of this code shall be executed and installed in a workmanlike manner and installed in accordance with the manufacturer's instruction. In addition, all applicable licenses, permits and bonding shall be required for any repairs, maintenance work, alterations or installations.

2.6 Historic buildings.

The provisions of this code shall not be mandatory for existing buildings or structures designated as historic buildings when such buildings or structures are judged by the code official to be safe and in the public interest of health, safety and welfare.

2.7 Referenced codes and standards.

The codes and standards referenced in this code shall be those that have been adopted by the City of Southaven and considered part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections 2.7.1 and 2.7.2.

Exception: Where enforcement of a code provision would violate the conditions of the listing of the equipment or appliance, the conditions of the listing shall apply.

2.7.1 Conflicts.

Where conflicts occur between provisions of this code and the referenced standards, the provisions of this code shall apply

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2.7.2 Provisions in referenced codes and standards.

Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code, the provisions of this code, as applicable, shall take precedence over the provisions in the referenced code or standard.

2.8 Requirements not covered by code.

Requirements necessary for the strength, stability or proper operation of an existing fixture, structure or equipment, or for the public safety, health and general welfare, not specifically covered by this code, shall be determined by the code official.

2.9 Application of references.

References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section or provisions of this code.

2.10 Other laws.

The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law.

PART 2- ADMINISTRATION AND ENFORCEMENT

SECTION 3

DEPARTMENT OF PROPERTY MAINTENANCE INSPECTION

3.1 General.

The Planning Director shall be known as the code official.

3.2 Deputies.

In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the code official shall have the authority to appoint a deputy(s). Such employees shall have powers as delegated by the code official.

3.3 Liability.

The code official, member of the board of appeals or employee charged with the enforcement of this code, while acting for the jurisdiction, in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered liable personally, and is hereby relieved from all personal liability for any damage accruing to persons or property as a result of an act or by reason of an act or omission in the discharge of official duties. Any suit instituted against any officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by the legal representative of the jurisdiction until the final termination of the proceedings. The code official or any subordinate shall not be liable for cost in an action, suit or proceeding that is instituted in pursuance of the provisions of this code.

3.4 Fees.

The fees for activities and services performed by the department in carrying out its responsibilities under this code shall be in accordance with Fees identified by Ordinances of the City of Southaven or other such fee as may be adopted by Resolution.

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SECTION 4

DUTIES AND POWERS OF THE CODE OFFICIAL

4.1 General.

The code official is hereby authorized and directed to enforce the provisions of this code.

4.2 Inspections.

The code official shall make all of the required inspections, or shall accept reports of inspection by approved agencies or individuals. All reports of such inspections shall be in writing and be certified by a responsible officer such approved agency or by the responsible individual. The code official is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise, subject to the approval of the appointing authority.

4.3 Identification.

The code official shall carry proper identification when inspecting structures or premises in the performance of duties under this code.

4.4 Notices and orders.

The code official shall issue all necessary notices or orders to ensure compliance with this code.

4.5 Department records.

The code official shall keep official records of all business and activities of the department specified in the provisions of this code. Such records shall be retained in the official records for the period required for retention of public records.

SECTION 5

APPROVAL

5.1 Modifications.

Wherever there are practical difficulties involved in carrying out the provisions of this code, the code official shall have the authority to grant modifications for individual cases upon application of the owner or owner's representative, provided the code official shall first find that special individual reason makes the strict letter of this code impractical and the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, life and fire safety requirements. The details of action granting modifications shall be recorded and entered in the department files.

5.2 Alternative materials, methods and equipment.

The provisions of this code are not intended to prevent the installation of any material or to prohibit any method of construction not specifically prescribed by this code, provided that any such alternative has been approved. An alternative material or method of construction shall be approved where the code official finds that the proposed design is satisfactory and complies with the intent of the provisions of this code and that the material or method of work offered is, for the purpose intended, at least the equivalent of the prescribed in this code in quality, strength, effectiveness, fire resistance, durability and safety.

5.3 Required testing.

Whenever there is insufficient evidence of compliance with the provisions of this code, or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims for alternative materials or methods, the code official shall have the authority to require tests to be made as evidence of compliance at no expense to the jurisdiction.

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5.3.1 Test methods.

Test methods shall not be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the code official shall be permitted to approve appropriate testing procedures performed by an approved agency.

5.3.2 Test reports.

Reports of test shall be retained by the code official for the period required for retention of public records.

5.4 Material and equipment.

Materials, equipment and devices shall not be used unless such elements are in good repair or have been reconditioned and tested when necessary, placed in good and proper working condition and approved by the code official.

5.5 Approved materials and equipment.

Materials, equipment and devices approved by the code official shall be constructed and installed in accordance with such approval.

5.6 Research reports.

Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall consist of valid research reports for approved sources.

SECTION 6

VIOLATIONS

6.1 Unlawful acts.

It shall be unlawful for a person, firm, or corporation to be in conflict with or in violation of any of the provisions of this code.

6.2 Notice of violation.

The code official shall serve a notice violation or order in accordance with Section 7.

6.3 Prosecution of violation.

Any person failing to comply with a notice of violation or order served in accordance with Section 7 shall be deemed guilty of a misdemeanor or civil infraction as determined by the City of Southaven and the violation shall be deemed a strict liability offense. If the notice of violation is not complied with, the code official shall institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the structure in violation of the provisions of this code or of the order to direction made pursuant thereto. Specifically in relation to violations regarding grass and weeds, upon failure of the owner or agent having charge of a property to cut and destroy weeds after service of a notice of violation, they shall be subject to prosecution in accordance with this Section 6.3 and as prescribed by the authority having jurisdiction. Upon failure to comply with the notice of violation, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the owner or agent responsible for the property. Any action taken by the authority having jurisdiction on such premises shall be charged against the real estate upon which the structure is located in the form of an assessment upon such real estate.

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6.4 Violation penalties.

Any person, individual, corporation, company, partnership, association or any other entity failing to comply with this code or any of the requirements thereof or otherwise violating this code or any of its provisions shall, after notice and a reasonable time to correct, which shall not exceed 90 days, pay a fine not exceeding five hundred dollars (\$500), plus court costs, and in case of continuing violations without reasonable effort on the part of the defendant to correct, the same each day the violation continues thereafter shall be a separate offense pursuant to Sections 21-13-1 and 21-17-5, Mississippi Code of 1972, or other applicable statutes. For the purposes of this ordinance, the term "a reasonable time to correct" shall be the same as included in the correction order required under section 7.2.4. The City shall impose for said violation(s) all other penalties and have access to any other remedies available under law to correct the conditions giving rise to the violations of this code.

6.5 Abatement of violation.

The imposition of the penalties herein prescribed shall not preclude the legal officer of the jurisdiction from instituting appropriate action to restrain, correct or abate a violation, or to prevent illegal occupancy of a building, structure or premises, or to stop an illegal act, conduct, business or utilization of the building, structure or premises. Furthermore, the attending municipal court judge shall have the discretion to delay or abate penalties for owner-occupied residential property owners that provide court-specified financial documentation to prove that an extreme financial hardship exists that prevents the violations from being corrected in a timely manner.

SECTION 7

NOTICES AND ORDER

7.1 Notice to person responsible. Whenever the code official determines that there has been a violation of this code or has grounds to believe that a violation has occurred, notice shall be given in the manner prescribed in Sections 7.2 and 7.3 to the person responsible for the violation as specified in this code. Notices for condemnation procedures shall also comply with Section 7.3.

7.2 Form.

Such notice prescribed in Section 7.1 shall be in accordance with all of the following:

1. Be in writing.
2. Include a description of the real estate sufficient for identification.
3. Include a statement of the violation or violations and why the notice is being issued.
4. Include a correction order allowing a reasonable time, which shall not exceed 90 days, to make the repairs and improvements required to bring the dwelling unit or structure into compliance with the provisions of this code.
5. Inform the property owner of the right to appeal.

7.3 Method of service.

Such notice shall be deemed to be properly served if a copy thereof is:

1. Delivered personally;
2. Sent by certified or first-class mail addressed to the last known address; or

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3. If the notice is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice.

7.4 Unauthorized tampering :

Signs, tags or seals posted or affixed by the code official shall not be mutilated, destroyed or tampered with, or removed without authorization from the code official

7.5 Penalties.

Penalties for noncompliance with orders and notices shall be as set forth in Section 6.4.

7.6 Transfer of ownership.

It shall be unlawful for the owner of any dwelling unit or structure who has received a compliance order or upon whom a notice of violation has been served to sell, transfer, mortgage, lease or otherwise dispose of such dwelling unit or structure to another until the provisions of the compliance order or notice of violation have been complied with, or until such owner shall first furnish the grantee, transferee, mortgagee or lessee a true copy of any compliance order or notice of violation issued by the code official and shall furnish to the code official a signed and notarized statement from the grantee, transferee, mortgagee or lessee, acknowledging the receipt of such compliance order or notice of violation and fully accepting the responsibility without condition for making the corrections or repairs required by such compliance order or notice of violation.

SECTION 8

MEANS OF APPEAL

8.1 Application for appeal.

Any person directly affected by a decision of the code official or a notice or order issued under this code shall have the right to appeal to the Board of Adjustments, provided that a written application for appeal is filed within 20 days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means.

8.2 Open hearing.

Hearings before the board shall be open to the public. The appellant, the appellant's representative, the code official and any person whose interests are affected shall be given an opportunity to be heard. A quorum shall consist of not less two-thirds of the board membership.

8.2.1 Procedure.

The board shall adopt and make available to the public the procedures under which a hearing will be conducted. The procedures shall not require compliance with strict rules of evidence, but shall mandate that only relevant information be received.

8.3 Postponed hearing

When the full board is not present to hear an appeal, either the appellant or the appellant's representative shall have the right to request a postponement of the hearing.

8.4 Board decision.

The board shall modify or reverse the decision of the code official only by a concurring vote of a majority of the total number of board members.

8.5 Records and copies.

The decision of the board shall be recorded. Copies shall be furnished to the appellant and to the code official.

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8.6 Administration.

The code official shall take immediate action in accordance with the decision of the board.

8.7 Court review.

Any person, whether or not a previous party of the appeal, shall have the right to apply to the appropriate court for a writ of certiorari to correct errors of law. Application for review shall be made in the manner and time required by Mississippi law.

8.8 Stays of enforcement.

Appeals of notice and orders shall stay the enforcement of the notice and order until the appeal is heard by the appeals board.

CHAPTER 2 - DEFINITIONS

SECTION 1

GENERAL

1.1 Scope.

Unless otherwise expressly stated, the following terms shall, for the purposes of this code, have the meanings shown in this chapter.

1.2 Interchangeability.

Words stated in the present tense include the future; words stated in the masculine gender include the feminine and neuter; the singular number includes the plural and the plural, the singular.

1.3 Terms defined in other codes.

Where terms are not defined in this code and are defined in the International Building Code, International Fire Code, International Fuel Gas Code, International Plumbing Code, or International Residential Code such terms shall have the meanings ascribed to them as stated in those codes.

1.4 Terms not defined.

Where terms are not defined through the methods authorized by this section, such terms shall have ordinarily accepted meanings such as the context implies.

1.5 Parts.

Whenever the words "dwelling unit," "dwelling," "premises," "building," or "property" are stated in this code, they shall be construed as though they were followed by the words "or any part thereof."

SECTION 2

GENERAL DEFINITIONS

APPROVED. Acceptable to the code official.

BLIGHTED PROPERTY. Any structure, premises, or property that displays two or more of the conditions set forth in Chapter 3, Section 2 of this Ordinance that evidence such an extreme state of disrepair or lack of maintenance that such condition is visible from a public street.

CODE OFFICIAL. The official, as set forth in Chapter 1, Part 2, Section 3.1 and 3.2 of this code, who is charged with the administration and enforcement of this code, or any duly authorized representative.

CONDEMN. To adjudge unfit for occupancy.

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DETACHED. When a structural element is physically disconnected from another and that connection is necessary to provide a positive connection.

DETERIORATION. To weaken, disintegrate, corrode, rust or decay and lose effectiveness.

DWELLING UNIT. A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

EXTERIOR PROPERTY. The open space on the premises and on adjoining property under the control of owners or operators of such premises.

GARBAGE. Any discarded material resulting from the inhabitation of a residential unit, including animal or vegetable waste resulting from the handling, preparation, cooking and consumption of food.

INFESTATION. The presence, within or contiguous to, a structure or premises of insects, rodents, vermin or other pests.

INOPERABLE MOTOR VEHICLE. A vehicle which cannot be driven upon the public streets for reason including but not limited to being unlicensed, wrecked, abandoned, in a state of disrepair, or incapable of being moved under its own power.

OCCUPANT. Any individual living or sleeping in a building, or having possession of a space within a building.

OWNER. Any person or corporation having legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

PARKING LOT. An area utilized for parking cars, excluding single-family dwellings.

PERSON. An individual, corporation, partnership or any other group acting as a unit.

PEST ELIMINATION. The control and elimination of insects, rodents, or other pests by eliminating their harborage places; by removing or making inaccessible materials that serve as their food or water; by other approved pest-elimination methods.

PREMISES. A lot, plot or parcel of land, easement or public way, including any structures thereon.

RUBBISH. Combustible and noncombustible waste materials, except garbage; the term shall include the residue from the burning of wood, coal, coke and other combustible materials, paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass, crockery and dust and other similar materials.

SHRUB. A woody plant smaller than a tree, having multiple permanent stems branching from or near the ground.

STRICT LIABILITY OFFENSE. An offense in which the prosecution in a legal proceeding is not required to prove criminal intent as a part of its case. It is enough to prove that the defendant either did an act which was prohibited, or failed to do an act which the defendant was legally required to do.

STRUCTURE. That which is built or constructed or a portion thereof.

TENANT. A person, corporation, partnership or group, whether or not the legal owner of record, occupying a building or portion thereof as a unit.

TREE. A woody perennial plant, typically having a single stem or trunk growing to a considerable height and bearing lateral branches at some distance from the ground.

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WEED. Any grass, annual plant or vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.

WORKMANLIKE. Executed in a skilled manner; e.g., generally plumb, level, square, in line, undamaged and without marring adjacent work.

YARD. An open space on the same lot with a structure.

CHAPTER 3 - GENERAL REQUIREMENTS

SECTION 1

GENERAL

1.1 Scope. The provisions of this chapter shall govern the minimum conditions and responsibilities of persons for maintenance of structures, equipment and exterior property.

1.2 Responsibility. The owner of the premises shall maintain the structures and exterior property in compliance with these requirements, except as otherwise provided for in this code. A person shall not occupy as owner-occupant or permit another person to occupy premises which are not in a sanitary and safe condition and which do not comply with the requirements of this Chapter. Occupants of a dwelling unit, are responsible for keeping in a clean, sanitary and safe condition that part of the dwelling unit which they occupy and control.

1.3 Vacant structures and land. All vacant structures and premises thereof or vacant land shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety.

SECTION 2

BLIGHTED PROPERTY VIOLATIONS

Any two of the following conditions shall constitute a "Blighted Property" and shall be deemed a violation of this Ordinance and such violation shall be subject to all notices and penalties set forth in this Ordinance:

2.1 Exterior Structure Surfaces. Walls, trim, columns, porches, stairs, decks, balconies, chimneys, awnings, foundation exteriors, doors, windows, shutters, gutters, downspouts, roof turbines, skylights, or any other surface materials, including all of the same with detached structures, that are missing, broken, bent, loose, defaced by markings or carvings, or deteriorated by cracking, rotting, rusting, or paint chipping.

2.2 Roofs. Structures that have missing shingles throughout 50% or more of visible slopes creating a "checkerboard" appearance or any type of temporary repair, exceeding sixty (60) days, including the use of tarpaulins or wood materials.

2.3 Fences. Fences and/or gates, that are leaning or have missing or broken planks, rails, or posts, and iron, aluminum, or metal materials that are decayed by rust or corrosion.

2.4 Exterior Property Sanitation. The lack of sanitation created by rubbish or garbage other than that contained in City carts, appliances, indoor furniture, automotive parts, unused construction materials, or any other excessive outside storage that creates a cluttered and menacing environment.

2.5 Motor Vehicles. Inoperable Motor Vehicles that are parked, kept, or stored on the Premises or Yard including those in a state of major disassembly or in the process of being stripped or dismantled.

2.6 Grass and Weeds. Any Premises or Yard which has grass, weed, or plant growth, excluding Trees, Shrubs, or cultivated flowers and gardens, that exceeds six (6) inches in height or length.

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2.7 Shrubs. Any Premises or Yard which has shrubs that are unkempt and overgrown to the severity of reaching the roof cornice of a structure or blocking 50% or more of a structure's window.

2.8 Parking Lots. Parking Lots with multiple potholes in the asphalt or cracking or breaking to the severity that destabilization exists evidenced by the visibility of base materials.

NOW, THEREFORE BE IT ORDERED that the City of Southaven Property Maintenance Code as set forth above in this Resolution shall take effect one month after passage.

NOW, THEREFORE BE IT ORDERED that the City Clerk, pursuant to Miss. Code 21-19-25, provide notice of the adoption of the code in the *Desoto Times* for one (1) time a notice in substantially the following form:

Notice is given that the City of Southaven on the 3rd day of November, 2015 adopted the City of Southaven Property Maintenance Code. The Adopted Ordinance is on file with the Southaven City Clerk and can be reviewed Monday–Friday from 8 a.m. to 5 p.m.

IT IS FURTHER ORDERED that the Codes hereby adopted pursuant to this Ordinance shall be certified to by the mayor and City Clerk, and shall be filed as a permanent record in the office of the clerk.

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

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

Having received a majority of affirmative votes, the Mayor declared that the Resolution was carried and adopted as set forth above on this the 3rd day of November, 2015.

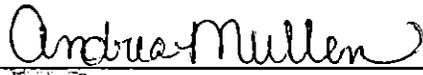
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CITY OF SOUTHAVEN, MISSISSIPPI

BY: 

DARREN MUSSELWHITE, MAYOR

ATTEST:



ASSISTANT CITY CLERK



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Special Service Arrangement Agreement

Case Number MS15-2114-01

This Special Service Arrangement (SSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, LLC d/b/a AT&T Mississippi, ("Company") and City of Southaven ("Customer"), and is entered into pursuant to Tariff Section A5 of the General Subscriber Services. This Agreement is based upon the following terms and conditions as well as Attachment(s) affixed hereto and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. **Scope.** Customer requests and Company agrees, subject to the terms and conditions herein, to provide the service described in this Agreement at the monthly and nonrecurring rates, charges, and conditions as described in this Agreement ("Service"). The rates, charges, and conditions described in this Agreement are binding upon Company and Customer for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said Service period shall commence when the Service is accepted by Customer or when the customer begins using the Service for its intended operational use, whichever occurs first.
2. **Additional Services.** Company agrees to provide Customer notice of any additional tariffed services required for the installation of the Service. Customer agrees to be responsible for all rates, charges and conditions for any additional tariffed services that are ordered by Customer.
3. **Regulatory Considerations.** This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. Except for the expressed rates, charges, terms and conditions herein, in the event any part of this Agreement conflicts with the terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, the tariff shall control.
4. **Regulatory Approvals.** This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.
5. **Cancellation-Prior to Installation.** If Customer cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Customer and Company, Customer shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.
6. **Termination-Prior to Expiration of Service Period.** If Customer cancels this Agreement at any time prior to the expiration of the Service period set forth in this Agreement, Customer shall be responsible for all termination charges. Unless otherwise specified by the tariff, termination charges are defined as all remaining charges as a result of the minimum Service period agreed to by the Company and Customer and set forth in this Agreement.
7. **Choice of Law.** This Agreement shall be construed in accordance with the laws of the State of Mississippi.
8. **Notices.** Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

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Special Service Arrangement Agreement

Case Number MS15-2114-01

Company

BellSouth Telecommunications, LLC d/b/a AT&T Mississippi
One AT&T Way
Bedminster, NJ 07921-0752
ATTN: Master Agreement Support Team
Email: mast@att.com

Customer

City of Southaven
8710 Northwest Dr.
Southaven, MS 38671-

9. Assignment. Customer may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the appropriate tariff.
10. Severability. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.
11. Merger Clause. Customer acknowledges that Customer has read and understands this Agreement and agrees to be bound by its terms and conditions. Customer further agrees that this Agreement, and any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.
12. Acceptance. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the Customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the order until accurate and appropriate credit approval requirements are established and accepted by Customer.
13. Taxes and Fees. All charges are exclusive of applicable federal, state or local taxes and fees. Company may invoice and Customer agrees to pay to Company amounts equal to any taxes resulting from this Agreement or any activities hereunder including any and all sales and use taxes, duties, or review imposed or permitted by any authority, government, or governmental agency, exclusive of taxes on Company's net income. Customer will be responsible for any ad valorem, property, or other taxes assessable on equipment on or after delivery to the installation site.
14. Risk of Loss or Damage. All risk of loss or damage shall pass to Customer as to each item of equipment on the date of delivery to the Customer Service location.
15. Security Interest. Customer grants the Company a purchase money security interest in each item of equipment or software. Customer agrees to execute any documents that are reasonably requested by the Company to protect or perfect the Company's security interest.
16. Software License.
 - A) All software is and will remain the property of Company. Company, with respect to Company developed software and to the extent authorized under the supplier licenses, grants to Customer a personal, nontransferable and nonexclusive sublicense (without the right to further sublicense) to use the software, subject to the following terms and conditions.

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- B) Customer shall (i) use the software only in conjunction with the particular Service for which the software was initially furnished; (ii) use the software solely for Customer's internal business purposes; (iii) not reverse engineer, decompile, disassemble, reverse translate or otherwise translate the software into human readable form, nor reproduce the software except for archival purposes; (iv) return the software, together with all copies thereof, or with Company's written consent, destroy (or erase, if recorded on an erasable storage medium) the software when no longer needed or permitted for use with the Service for which the software was furnished; and (v) keep in confidence all information relating to software and treat such information as the exclusive property and trade secret of Company or such suppliers.
- C) In addition to the above, where Company's suppliers require Customer to sign or otherwise agree to separate licensing provisions directly with the supplier, Customer shall comply with such licensing provisions.
17. Changes in Customer Orders. Changes to an order may only be made following agreement of Customer and Company to the change. Such change would not materially alter the original design, functionality or implementation date. Appropriate documentation will be required so that additions or deletions may be recorded and charges or credits issued. The Customer's ability to delete items from an order or to return equipment is subject to Company's ability to return the equipment to the manufacturer. Restocking, shipping and handling charges will be assessed with respect to any items deleted or returned.
- A) Shipping Expedites. Unless otherwise agreed to by the parties in writing, Company will provide the software and hardware one hundred twenty (120) days from the date that this Agreement is effective. If requested by the Customer, Company will deliver the Service in less than one hundred twenty (120) days provided that the Customer pay reasonable expedite delivery charge that are incurred by Company. Notice of those charges will be provided after the required delivery date is determined by the Customer and the Company.
- B) Delivery Delays. Customer agrees to reimburse Company for all out-of-pocket expenses incurred by Company if Service delivery is delayed by Customer. If the implementation is delayed, through no fault of the Company for ninety (90) days from planned implementation, the Company will have the option to revise the pricing to the then current rates and to collect all reasonable out of pocket costs for implementation delays, storage and lost margins from Customer.
- C) Additional equipment. Customer acknowledges that the equipment requirements are based on the current information provided by the Customer and are the best estimate of Customer and Company. If additional equipment is required, Company will provide the equipment after the Customer's completion and Company's acceptance of a written change order, which will include any additional charges to Customer.
- D) Customer acknowledges that it has reviewed the proposed configuration and the customer's facilities are adequate for the site operations. Future operational changes or additional requirements may necessitate additional equipment which will be billable to the Customer. AT&T's Site Preparation Document provides customer with physical backroom space requirements for equipment cabinets. In addition, a site survey is performed before equipment is installed.
18. Maintenance.
- A) If applicable, maintenance service commences at the earlier of the Service acceptance or the date that the Customer begins using the Service for its intended operational purpose. Maintenance may be provided via repair, replacement, or upgrade of defective equipment at Company's option. If on-site manufacturer service is required, it will be provided at Company's then current commercial rates.
- B) The initial term for maintenance shall be sixty (60) months unless otherwise stated on the Order. The initial term shall be automatically renewed for successive terms of one (1) year each at Company's then-current rates. Either party may elect not to renew maintenance service by giving the other party written notice at least thirty (30) days prior to the end of the then-current term.
19. Remedies and Damages Limitations.
- A) The following limitations of liability represent a material inducement to the parties to enter into this Agreement and to perform Orders at the stated price. If additional risks or undertakings were contemplated by Company, the additional risks or undertakings would have been reflected in an increased price. In contemplation of the

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price, Customer acknowledges that there is consideration for the limitation of damages and remedies set forth above and as follows.

B) ANYTHING IN THIS AGREEMENT OR ANY OTHER DOCUMENTS TO THE CONTRARY NOTWITHSTANDING, NEITHER COMPANY, NOR ITS SUPPLIERS OR MANUFACTURERS, SHALL BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, ECONOMIC, OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOSS OF DATA, TOLL FRAUD OR OTHER UNAUTHORIZED USE, OR LOSS OF USE. THIS LIMITATION OF LIABILITY WILL APPLY WHETHER ANY CLAIM IS BASED ON CONTRACT, WARRANTY, NEGLIGENCE OR OTHER TORT, BREACH OF STATUTORY OR OTHER LEGAL DUTY, PRINCIPLES OF INDEMNITY OR CONTRIBUTION, OR OTHERWISE, WHETHER OR NOT THEY OR COMPANY HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING. CUSTOMER'S EXCLUSIVE REMEDY FOR ANY DEFAULT OR BREACH OF ANY WARRANTY, EXPRESSED OR IMPLIED, SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF EQUIPMENT OR REPERFORMANCE OF THE SERVICES AT COMPANY'S EXPENSE OR RETURN OF THE DEPRECIATED AMOUNT PAID FOR THE EQUIPMENT OR SERVICE IF REPERFORMANCE, REPAIR OR REPLACEMENT IS NOT REASONABLY AVAILABLE.

20. Default by Customer. Upon any default by Customer under this Agreement, including the refusal to accept conforming equipment or Services, Company may exercise all remedies to which Company may be entitled at law or in equity, including specific performance. Additionally, Company may declare all sums due or to become due hereunder immediately due and payable, and Company shall be entitled to recover all collection costs incurred, including legal interest. In addition, for payments not received within thirty (30) days of the invoice date, a late fee not exceeding the lower of one and a half (1.5%) per month or the maximum rate allowed by law shall be assessed on any past due invoice balance. Company shall not be obligated to perform Services hereunder if Customer is in default of any of its obligations under this Agreement for any Order. Upon Customer default, Company may suspend or cancel any outstanding, unfulfilled Orders without in any way affecting its rights under this Agreement. If Company elects to continue performing under any Order, Company's actions shall not constitute a waiver of any default by Customer.

21. Contingencies. Company shall be excused from performance and shall not be liable for any delay or damage caused, in whole or in part, by any occurrence beyond the reasonable control either of Company or of its subcontractors or suppliers. Such contingencies include, without limitation, war, civil disobedience, delay in transportation, failure by suppliers to deliver equipment, governmental action, terrorism, acts of any third party, labor dispute, accident, fire, explosion, flood, severe weather or other acts of God, power failure, shortage of labor or materials, or discovery of asbestos or other hazardous substance.

22. Confidentiality.

A) Except as set forth in this Section, or as otherwise expressly provided in this Agreement, each Party agrees that (a) all information communicated to it by the other and identified and marked as "confidential," whether before or after the date hereof, (b) all information identified as confidential to which it has access in connection with the Services and (c) this Agreement, all associated contract documentation and correspondence, and the parties' rights and obligations hereunder (collectively, "Confidential Information"), will be, and will be deemed to have been, received in confidence and will be used only for purposes of this Agreement. Each party agrees to use the same means it uses to protect its own confidential information, but in no event less than reasonable means, to prevent the disclosure and protect the confidentiality of Confidential Information. No Confidential Information will be disclosed by the recipient party without the prior written consent of the disclosing party; provided, however, that each party may disclose this Agreement and any disclosing party's Confidential Information to those who are employed or engaged by the recipient party, its agents or those of its affiliates who have a need to have access to such information in connection with their employment or engagement, provided the recipient party notifies such persons of the obligations set forth in this Section and such persons agree in writing to abide by such obligations.

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- B) The obligations set forth in subsection 22.A above will not prevent any party from disclosing information that belongs to such party or (a) is already known by the recipient party without an obligation of confidentiality other than under this Agreement, (b) is publicly known or becomes publicly known through no unauthorized act of the recipient party, (c) is rightfully received from a third party, (d) is independently developed without use of the disclosing party's Confidential Information or (e) is disclosed without similar restrictions to a third party by the party owning the Confidential Information. If Confidential Information is required to be disclosed pursuant to law, regulation, tariff or a requirement of a governmental authority, or in connection with an arbitration or mediation, such Confidential Information may be disclosed pursuant to such requirement so long as the party required to disclose the Confidential Information, to the extent possible, provides the disclosing party with timely prior written notice of such requirement and coordinates with the disclosing party in an effort to limit the nature and scope of such required disclosure. Upon written request at the expiration or termination of an Attachment or order, all documented Confidential Information (and all copies thereof) owned by the requesting party (if previously received by the terminating party) will be returned to the requesting party or will be destroyed, with written certification thereof being given to the requesting party. The provisions of this Section shall remain in effect during the term of the Agreement and shall survive the expiration or termination thereof for a period of four (4) years, provided that the obligations hereunder shall continue in effect for any Confidential Information for so long as it is a trade secret under applicable law.
23. **Beneficial Use.** Beneficial Use occurs when the Customer uses the Service or feature of the Service for its intended operational purpose (excluding training or testing) prior to the full completion of acceptance testing ("Beneficial Use"). Upon commencement of Beneficial Use by Customer, payment requirements will begin and the Customer shall assume responsibility for the use and operation of the Service. Customer may not commence Beneficial Use without Company's prior written authorization, which may be withheld in Company's reasonable discretion. Company is not liable for Service deficiencies that occur during unauthorized Beneficial Use. Customer acknowledges that service corrections and software changes can result in interruptions to normal system operations.
24. **Statement of Work.** Customer's installation of the Service will begin upon the development of a Statement of Work by Customer and Company.
25. **Warranty Period.** Unless expressly provided otherwise in this Agreement, Customer acknowledges that the Services do not include a warranty period and that billing for the Service will begin upon acceptance or Beneficial Use by the Customer.
26. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Customer and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that the undersigned have the authority to bind Customer and Company to this Agreement.

Minutes, City of Southaven, Southaven, Mississippi



Special Service Arrangement Agreement

Case Number MS15-2114-01
Option 1 of 1

Offer Expiration: This offer shall expire on: 1/31/2016.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Special Service Arrangement provides a one-time charge for purchase and installation of E911 Public Safety Answering Position (PSAP) equipment and software. The monthly rate for maintenance is also provided.

The service period for this Agreement is sixty (60) months.

Upon mutual agreement of the parties, Customer may renew this Agreement to provide for an upgrade of the E911 equipment/service. An Upgrade is defined as a replacement of existing equipment to available newer technology at the time of the request.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Customer:
City of Southaven

By:


Authorized Signature

Printed Name:

Darren Musselwhite

Title:

Mayor

Date:

11-5-15

Company:

BellSouth Telecommunications, LLC d/b/a AT&T Mississippi

By:

Authorized Signature

Printed Name: _____

Title: _____

Date: _____

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Special Service Arrangement Agreement

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RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	Purchase SMA/Evergreen1	\$.00	\$2,867.00	WTT2H
2	Purchase Installation1	\$226.00	\$.00	WTT2S
3	Purchase Installation2	\$.00	\$573.00	WTT2T
4	Purchase Installation3	\$.00	\$326.00	WTT2U
5	Purchase Installation4	\$.00	\$273.00	WTT2V
6	Purchase Installation5	\$.00	\$164.00	WTT2W
7	Purchase Installation6	\$.00	\$66.00	WTT2X
8	Purchase Installation7	\$.00	\$414.00	WTT2Y

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RATES AND CHARGES

9	Purchase Installation8	\$3,750.00	\$0.00	WTT2Z
10	Purchase Installation9	\$2,507.00	\$0.00	WTT3A
11	Purchase Installation10	\$0.00	\$44.00	WTT3B
12	Purchase Training1	\$0.00	\$127.00	WTT3C

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Special Service Arrangement Agreement

Case Number MS15-2114-01
Option 1 of 1

RATES AND CHARGES

NOTES:

1. The Customer must subscribe to additional elements set forth in this Agreement within the first twelve (12) months of acceptance of the Agreement. The addition of elements after the initial twelve (12) month period will require a new Special Service Arrangement.
2. Rates and charges herein are in addition to any applicable tariff rates and charges. Rules and regulations of the General Subscriber Services Tariff apply.
3. This Agreement does not cover the following:
 - damages caused by disasters such as fire, flood, wind, lightning, or earthquake.
 - damages caused by unauthorized disconnects or de-powering of the equipment.
 - damages caused by power surges, under voltage, over voltage, brownouts, or ground faults caused by commercial AC power and/or Customer provided generators.
 - damages caused by modifications to the equipment, unauthorized attachments, alterations, modification or relocation of the equipment by an unauthorized person.
 - damage during shipment other than original shipment to the Customer.
 - damage caused by consumables or spilled liquids, impact with other objects.
 - damage caused by any other abuse, misuse, mishandling, misapplication.
 - damage caused by software viruses, however introduced. This Agreement does not include hardware or software replacement that may be required by the introduction of software viruses or lost data regardless of the cause. Company or its supporting vendors may assist in the repair or recovery efforts at current time and materials rates.

Except as provided in Note 4 below, in addition, in the case of damage, loss, theft or destruction of the equipment or software not due to ordinary wear and tear, the Customer shall be required to pay the expense incurred by the Company in connection with the replacement of the equipment damaged, lost, stolen or destroyed or the expense incurred in restoring it to its original condition.

4. Hardware not provided by the Company will not be repaired, replaced or maintained by the Company even though interconnected or integral to the Service. All Customer-provided equipment must be clearly marked and listed on a separate worksheet. The Customer also agrees to obtain prior written approval from the Company before additional software is added to the Service and agrees to pay current time and material charges for problems attributable to non-approved software.
5. Customer acknowledges that software installation is limited to the applications sold under this or other AT&T agreements.
6. Customer acknowledges that it has reviewed the proposed configuration and represents storage sizing is adequate for the current site operations. Future operational changes or additional storage requirements may necessitate additional equipment which will be billable to the Customer.

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Special Service Arrangement Agreement

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Option 1 of 1

7. SPECIAL TERMS AND CONDITIONS FOR PSAP – LAN CONFIGURATIONS OR INSTALLATIONS

CUSTOMER WARRANTS TO AT&T AND ALL 911 EMERGENCY SERVICE USERS THAT THE 911 EQUIPMENT AND/OR SERVICES BEING PROVIDED HEREUNDER, OR PREVIOUSLY SUPPLIED BY AT&T, IS NOT CONNECTED AND WILL NOT BE CONNECTED TO ANY LOCAL AREA NETWORK ("LAN") OR ANY OTHER COMPUTER NETWORK OUTSIDE OF AT&T'S CONTROL, INCLUDING WITHOUT LIMITATION THE NATIONAL CRIME INFORMATION CENTER NETWORK ("CIC") OR SIMILAR NETWORK; PROVIDED, HOWEVER, THAT CUSTOMER MAY CONNECT SAID EQUIPMENT AND/OR SERVICES TO THE CIC OR SIMILAR NETWORK IF AND ONLY IF SUCH CONNECTION IS EXPRESSLY APPROVED IN WRITING BY AT&T, WHICH APPROVAL SHALL BE IN AT&T'S SOLE DISCRETION. AT&T RELIES ON THIS REPRESENTATION BY CUSTOMER IN AGREEING TO INSTALL AND/OR MAINTAIN SAID EQUIPMENT AND ALL SERVICES THEREON.

AT&T MAINTAINS A STRICT POLICY ("PSAP NETWORK SECURITY POLICY") THAT IT WILL INSTALL 911 EQUIPMENT ONLY IN A SECURE PSAP LAN, AND ONLY WHERE SUCH LANS ARE NOT CONNECTED TO ANY OTHER COMPUTER NETWORK OUTSIDE OF AT&T'S CONTROL. AT&T WILL NOT INSTALL OR TERMINATE A PSAP LAN TO A FIREWALL. AT&T WILL IDENTIFY THE DEMARCATION POINT FOR THE PSAP LAN, BEYOND WHICH CUSTOMER AGREES THAT AT&T IS NOT RESPONSIBLE. IN THE EVENT CUSTOMER CONNECTS ITS PSAP LAN TO ANY OTHER COMPUTER NETWORK, CONTRARY TO AT&T'S EXPRESS PSAP NETWORK SECURITY POLICY (WHICH CUSTOMER ACKNOWLEDGES IT HAS RECEIVED AND READ), AND THE PSAP LAN IS INFECTED OR DAMAGED AS A RESULT OF SUCH ACTIONS, THEN ALL WARRANTIES, AND MAINTENANCE AND SERVICE PROVISIONS OF THIS AGREEMENT SHALL BE NULL AND VOID AND AT&T DISCLAIMS ANY LIABILITY WHATSOEVER RELATING TO ANY PSAP LAN WHICH CUSTOMER OR ITS AGENTS CONNECT TO ANY OTHER COMPUTER NETWORK CONTRARY TO THE PSAP NETWORK SECURITY POLICY.

UNDER SUCH CIRCUMSTANCES, AT&T WILL PROVIDE REPAIR SERVICES FOR THE PSAP LAN AT CUSTOMER'S REQUEST, WHICH WILL BE BILLED ON A TIME AND MATERIALS BASIS AT AT&T'S THEN-PREVAILING SERVICES RATES. CUSTOMER FURTHER AGREES TO INDEMNIFY AND HOLD AT&T HARMLESS FOR ANY DAMAGES TO OR CLAIMS BY ANY THIRD PARTY AGAINST AT&T WHICH ARISE IN WHOLE OR IN PART FROM CUSTOMER'S CONNECTION OF THE 911 EQUIPMENT AND/OR SERVICES BEING PROVIDED HEREUNDER TO ANY LAN OR ANY OTHER COMPUTER NETWORK OUTSIDE OF AT&T'S CONTROL, INCLUDING WITHOUT LIMITATION THE NATIONAL CIC.

8. In the event that all or any part of this Agreement is terminated at the Customer's request prior to the expiration of the Agreement term, the Customer will be required to pay the applicable termination charge as stated in this Agreement. The Agreement provisions concerning termination liability shall be inapplicable to any state, county, parish, or municipal governmental entity when there is in effect, as a result of action by such entity and through a duly constituted legislative, administrative, or executive body:

1. a statute;
2. an ordinance;
3. a policy directive; or
4. a constitutional provision

which restricts or prohibits an additional contractual payment for early termination of a contract by any such entity, or agency thereof, due to an unavailability of funding. When service is being provided and funding to the governmental entity for such service becomes unavailable, the governmental entity may cancel the service without additional payment obligation. Absent any official statute, ordinance, policy directive, or constitutional provision, the Customer shall be responsible for the termination charge.

All trademarks or service marks contained herein are the property of the respective owners.

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Special Service Arrangement Agreement

Case Number MS15-2114-01
Option 1 of 1

END OF ARRANGEMENT AGREEMENT OPTION 1

Minutes, City of Southaven, Southaven, Mississippi



Special Service Arrangement Agreement

Case Number MS15-1990-01

This Special Service Arrangement (SSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, LLC d/b/a AT&T Mississippi, ("Company") and City of Southaven ("Customer"), and is entered into pursuant to Tariff Section A5 of the General Subscriber Services. This Agreement is based upon the following terms and conditions as well as Attachment(s) affixed hereto and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. **Scope.** Customer requests and Company agrees, subject to the terms and conditions herein, to provide the service described in this Agreement at the monthly and nonrecurring rates, charges, and conditions as described in this Agreement ("Service"). The rates, charges, and conditions described in this Agreement are binding upon Company and Customer for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said Service period shall commence when the Service is accepted by Customer or when the customer begins using the Service for its intended operational use, whichever occurs first.
2. **Additional Services.** Company agrees to provide Customer notice of any additional tariffed services required for the installation of the Service. Customer agrees to be responsible for all rates, charges and conditions for any additional tariffed services that are ordered by Customer.
3. **Regulatory Considerations.** This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. Except for the expressed rates, charges, terms and conditions herein, in the event any part of this Agreement conflicts with the terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, the tariff shall control.
4. **Regulatory Approvals.** This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.
5. **Cancellation-Prior to Installation.** If Customer cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Customer and Company, Customer shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.
6. **Termination-Prior to Expiration of Service Period.** If Customer cancels this Agreement at any time prior to the expiration of the Service period set forth in this Agreement, Customer shall be responsible for all termination charges. Unless otherwise specified by the tariff, termination charges are defined as all remaining charges as a result of the minimum Service period agreed to by the Company and Customer and set forth in this Agreement.
7. **Choice of Law.** This Agreement shall be construed in accordance with the laws of the State of Mississippi.
8. **Notices.** Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

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Special Service Arrangement Agreement

Case Number MS15-1990-01

Company

BellSouth Telecommunications, LLC d/b/a AT&T Mississippi
One AT&T Way
Bedminster, NJ 07921-0752
ATTN: Master Agreement Support Team
Email: mast@att.com

Customer

City of Southaven
8710 Northwest Dr.
Southaven, MS 38671-

9. **Assignment.** Customer may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the appropriate tariff.
10. **Severability.** In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.
11. **Merger Clause.** Customer acknowledges that Customer has read and understands this Agreement and agrees to be bound by its terms and conditions. Customer further agrees that this Agreement, and any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.
12. **Acceptance.** Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the Customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the order until accurate and appropriate credit approval requirements are established and accepted by Customer.
13. **Taxes and Fees.** All charges are exclusive of applicable federal, state or local taxes and fees. Company may invoice and Customer agrees to pay to Company amounts equal to any taxes resulting from this Agreement or any activities hereunder including any and all sales and use taxes, duties, or review imposed or permitted by any authority, government, or governmental agency, exclusive of taxes on Company's net income. Customer will be responsible for any ad valorem, property, or other taxes assessable on equipment on or after delivery to the installation site.
14. **Risk of Loss or Damage.** All risk of loss or damage shall pass to Customer as to each item of equipment on the date of delivery to the Customer Service location.
15. **Security Interest.** Customer grants the Company a purchase money security interest in each item of equipment or software. Customer agrees to execute any documents that are reasonably requested by the Company to protect or perfect the Company's security interest.
16. **Software License.**
 - A) All software is and will remain the property of Company. Company, with respect to Company developed software and to the extent authorized under the supplier licenses, grants to Customer a personal, nontransferable and nonexclusive sublicense (without the right to further sublicense) to use the software, subject to the following terms and conditions.

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- B) Customer shall (i) use the software only in conjunction with the particular Service for which the software was initially furnished; (ii) use the software solely for Customer's internal business purposes; (iii) not reverse engineer, decompile, disassemble, reverse translate or otherwise translate the software into human readable form, nor reproduce the software except for archival purposes; (iv) return the software, together with all copies thereof, or with Company's written consent, destroy (or erase, if recorded on an erasable storage medium) the software when no longer needed or permitted for use with the Service for which the software was furnished; and (v) keep in confidence all information relating to software and treat such information as the exclusive property and trade secret of Company or such suppliers.
- C) In addition to the above, where Company's suppliers require Customer to sign or otherwise agree to separate licensing provisions directly with the supplier, Customer shall comply with such licensing provisions.
7. Changes in Customer Orders. Changes to an order may only be made following agreement of Customer and Company to the change. Such change would not materially alter the original design, functionality or implementation date. Appropriate documentation will be required so that additions or deletions may be recorded and charges or credits issued. The Customer's ability to delete items from an order or to return equipment is subject to Company's ability to return the equipment to the manufacturer. Restocking, shipping and handling charges will be assessed with respect to any items deleted or returned.
- A) Shipping Expedites. Unless otherwise agreed to by the parties in writing, Company will provide the software and hardware one hundred twenty (120) days from the date that this Agreement is effective. If requested by the Customer, Company will deliver the Service in less than one hundred twenty (120) days provided that the Customer pay reasonable expedite delivery charge that are incurred by Company. Notice of those charges will be provided after the required delivery date is determined by the Customer and the Company.
- B) Delivery Delays. Customer agrees to reimburse Company for all out-of-pocket expenses incurred by Company if Service delivery is delayed by Customer. If the implementation is delayed, through no fault of the Company for ninety (90) days from planned implementation, the Company will have the option to revise the pricing to the then current rates and to collect all reasonable out of pocket costs for implementation delays, storage and lost margins from Customer.
- C) Additional equipment. Customer acknowledges that the equipment requirements are based on the current information provided by the Customer and are the best estimate of Customer and Company. If additional equipment is required, Company will provide the equipment after the Customer's completion and Company's acceptance of a written change order, which will include any additional charges to Customer.
- D) Customer acknowledges that it has reviewed the proposed configuration and the customer's facilities are adequate for the site operations. Future operational changes or additional requirements may necessitate additional equipment which will be billable to the Customer. AT&T's Site Preparation Document provides customer with physical backroom space requirements for equipment cabinets. In addition, a site survey is performed before equipment is installed.
8. Maintenance.
- A) If applicable, maintenance service commences at the earlier of the Service acceptance or the date that the Customer begins using the Service for its intended operational purpose. Maintenance may be provided via repair, replacement, or upgrade of defective equipment at Company's option. If on-site manufacturer service is required, it will be provided at Company's then current commercial rates.
- B) The initial term for maintenance shall be sixty (60) months unless otherwise stated on the Order. The initial term shall be automatically renewed for successive terms of one (1) year each at Company's then-current rates. Either party may elect not to renew maintenance service by giving the other party written notice at least thirty (30) days prior to the end of the then-current term.
9. Remedies and Damages Limitations.
- A) The following limitations of liability represent a material inducement to the parties to enter into this Agreement and to perform Orders at the stated price. If additional risks or undertakings were contemplated by Company, the additional risks or undertakings would have been reflected in an increased price. In contemplation of the

Minutes, City of Southaven, Southaven, Mississippi



Special Service Arrangement Agreement

Case Number MS15-1990-01

price, Customer acknowledges that there is consideration for the limitation of damages and remedies set forth above and as follows.

B) ANYTHING IN THIS AGREEMENT OR ANY OTHER DOCUMENTS TO THE CONTRARY NOTWITHSTANDING, NEITHER COMPANY, NOR ITS SUPPLIERS OR MANUFACTURERS, SHALL BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, ECONOMIC, OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOSS OF DATA, TOLL FRAUD OR OTHER UNAUTHORIZED USE, OR LOSS OF USE. THIS LIMITATION OF LIABILITY WILL APPLY WHETHER ANY CLAIM IS BASED ON CONTRACT, WARRANTY, NEGLIGENCE OR OTHER TORT, BREACH OF STATUTORY OR OTHER LEGAL DUTY, PRINCIPLES OF INDEMNITY OR CONTRIBUTION, OR OTHERWISE, WHETHER OR NOT THEY OR COMPANY HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING. CUSTOMER'S EXCLUSIVE REMEDY FOR ANY DEFAULT OR BREACH OF ANY WARRANTY, EXPRESSED OR IMPLIED, SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF EQUIPMENT OR REPERFORMANCE OF THE SERVICES AT COMPANY'S EXPENSE OR RETURN OF THE DEPRECIATED AMOUNT PAID FOR THE EQUIPMENT OR SERVICE IF REPERFORMANCE, REPAIR OR REPLACEMENT IS NOT REASONABLY AVAILABLE.

20. Default by Customer. Upon any default by Customer under this Agreement, including the refusal to accept conforming equipment or Services, Company may exercise all remedies to which Company may be entitled at law or in equity, including specific performance. Additionally, Company may declare all sums due or to become due hereunder immediately due and payable, and Company shall be entitled to recover all collection costs incurred, including legal interest. In addition, for payments not received within thirty (30) days of the invoice date, a late fee not exceeding the lower of one and a half (1.5%) per month or the maximum rate allowed by law shall be assessed on any past due invoice balance. Company shall not be obligated to perform Services hereunder if Customer is in default of any of its obligations under this Agreement for any Order. Upon Customer default, Company may suspend or cancel any outstanding, unfulfilled Orders without in any way affecting its rights under this Agreement. If Company elects to continue performing under any Order, Company's actions shall not constitute a waiver of any default by Customer.

21. Contingencies. Company shall be excused from performance and shall not be liable for any delay or damage caused, in whole or in part, by any occurrence beyond the reasonable control either of Company or of its subcontractors or suppliers. Such contingencies include, without limitation, war, civil disobedience, delay in transportation, failure by suppliers to deliver equipment, governmental action, terrorism, acts of any third party, labor dispute, accident, fire, explosion, flood, severe weather or other acts of God, power failure, shortage of labor or materials, or discovery of asbestos or other hazardous substance.

22. Confidentiality.

A) Except as set forth in this Section, or as otherwise expressly provided in this Agreement, each Party agrees that (a) all information communicated to it by the other and identified and marked as "confidential," whether before or after the date hereof, (b) all information identified as confidential to which it has access in connection with the Services and (c) this Agreement, all associated contract documentation and correspondence, and the parties' rights and obligations hereunder (collectively, "Confidential Information"), will be, and will be deemed to have been, received in confidence and will be used only for purposes of this Agreement. Each party agrees to use the same means it uses to protect its own confidential information, but in no event less than reasonable means, to prevent the disclosure and protect the confidentiality of Confidential Information. No Confidential Information will be disclosed by the recipient party without the prior written consent of the disclosing party; provided, however, that each party may disclose this Agreement and any disclosing party's Confidential Information to those who are employed or engaged by the recipient party, its agents or those of its affiliates who have a need to have access to such information in connection with their employment or engagement, provided the recipient party notifies such persons of the obligations set forth in this Section and such persons agree in writing to abide by such obligations.

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Special Service Arrangement Agreement

Case Number MS15-1990-01

- B) The obligations set forth in subsection 22.A above will not prevent any party from disclosing information that belongs to such party or (a) is already known by the recipient party without an obligation of confidentiality other than under this Agreement, (b) is publicly known or becomes publicly known through no unauthorized act of the recipient party, (c) is rightfully received from a third party, (d) is independently developed without use of the disclosing party's Confidential Information or (e) is disclosed without similar restrictions to a third party by the party owning the Confidential Information. If Confidential Information is required to be disclosed pursuant to law, regulation, tariff or a requirement of a governmental authority, or in connection with an arbitration or mediation, such Confidential Information may be disclosed pursuant to such requirement so long as the party required to disclose the Confidential Information, to the extent possible, provides the disclosing party with timely prior written notice of such requirement and coordinates with the disclosing party in an effort to limit the nature and scope of such required disclosure. Upon written request at the expiration or termination of an Attachment or order, all documented Confidential Information (and all copies thereof) owned by the requesting party (if previously received by the terminating party) will be returned to the requesting party or will be destroyed, with written certification thereof being given to the requesting party. The provisions of this Section shall remain in effect during the term of the Agreement and shall survive the expiration or termination thereof for a period of four (4) years, provided that the obligations hereunder shall continue in effect for any Confidential Information for so long as it is a trade secret under applicable law.
23. **Beneficial Use.** Beneficial Use occurs when the Customer uses the Service or feature of the Service for its intended operational purpose (excluding training or testing) prior to the full completion of acceptance testing ("Beneficial Use"). Upon commencement of Beneficial Use by Customer, payment requirements will begin and the Customer shall assume responsibility for the use and operation of the Service. Customer may not commence Beneficial Use without Company's prior written authorization, which may be withheld in Company's reasonable discretion. Company is not liable for Service deficiencies that occur during unauthorized Beneficial Use. Customer acknowledges that service corrections and software changes can result in interruptions to normal system operations.
24. **Statement of Work.** Customer's installation of the Service will begin upon the development of a Statement of Work by Customer and Company.
25. **Warranty Period.** Unless expressly provided otherwise in this Agreement, Customer acknowledges that the Services do not include a warranty period and that billing for the Service will begin upon acceptance or Beneficial Use by the Customer.
26. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Customer and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that the undersigned have the authority to bind Customer and Company to this Agreement.

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Special Service Arrangement Agreement

Case Number MS15-1990-01
Option 1 of 1

Offer Expiration: This offer shall expire on: 1/31/2016.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Special Service Arrangement provides a one-time charge for purchase and installation of E911 Public Safety Answering Position (PSAP) equipment and software. The monthly rate for maintenance is also provided.

The service period for this Agreement is sixty (60) months.

Upon mutual agreement of the parties, Customer may renew this Agreement to provide for an upgrade of the E911 equipment/service. An Upgrade is defined as a replacement of existing equipment to available newer technology at the time of the request.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Customer:
City of Southaven

By: *Darren Musselwhite*
Authorized Signature

Printed Name: Darren Musselwhite

Title: Mayor

Date: 11-5-15

Company:
BellSouth Telecommunications, LLC d/b/a AT&T Mississippi

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

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Special Service Arrangement Agreement

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RATES AND CHARGES

<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
Purchase Software Mtce-Initial Contract1	\$.00	\$30.00	WTT51

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Case Number MS15-1990-01
Option 1 of 1

RATES AND CHARGES

NOTES:

1. The Customer must subscribe to additional elements set forth in this Agreement within the first twelve (12) months of acceptance of the Agreement. The addition of elements after the initial twelve (12) month period will require a new Special Service Arrangement.
2. Rates and charges herein are in addition to any applicable tariff rates and charges. Rules and regulations of the General Subscriber Services Tariff apply.
3. This Agreement does not cover the following:
 - damages caused by disasters such as fire, flood, wind, lightning, or earthquake.
 - damages caused by unauthorized disconnects or de-powering of the equipment.
 - damages caused by power surges, under voltage, over voltage, brownouts, or ground faults caused by commercial AC power and/or Customer provided generators.
 - damages caused by modifications to the equipment, unauthorized attachments, alterations, modification or relocation of the equipment by an unauthorized person.
 - damage during shipment other than original shipment to the Customer.
 - damage caused by consumables or spilled liquids, impact with other objects.
 - damage caused by any other abuse, misuse, mishandling, misapplication.
 - damage caused by software viruses, however introduced. This Agreement does not include hardware or software replacement that may be required by the introduction of software viruses or lost data regardless of the cause. Company or its supporting vendors may assist in the repair or recovery efforts at current time and materials rates.

Except as provided in Note 4 below, in addition, in the case of damage, loss, theft or destruction of the equipment or software not due to ordinary wear and tear, the Customer shall be required to pay the expense incurred by the Company in connection with the replacement of the equipment damaged, lost, stolen or destroyed or the expense incurred in restoring it to its original condition.

4. Hardware not provided by the Company will not be repaired, replaced or maintained by the Company even though interconnected or integral to the Service. All Customer-provided equipment must be clearly marked and listed on a separate worksheet. The Customer also agrees to obtain prior written approval from the Company before additional software is added to the Service and agrees to pay current time and material charges for problems attributable to non-approved software.
5. Customer acknowledges that software installation is limited to the applications sold under this or other AT&T agreements.
6. Customer acknowledges that it has reviewed the proposed configuration and represents storage sizing is adequate for the current site operations. Future operational changes or additional storage requirements may necessitate additional equipment which will be billable to the Customer.

Minutes, City of Southaven, Southaven, Mississippi



Special Service Arrangement Agreement

Case Number MS15-1990-01
Option 1 of 1

7. SPECIAL TERMS AND CONDITIONS FOR PSAP – LAN CONFIGURATIONS OR INSTALLATIONS

CUSTOMER WARRANTS TO AT&T AND ALL 911 EMERGENCY SERVICE USERS THAT THE 911 EQUIPMENT AND/OR SERVICES BEING PROVIDED HEREUNDER, OR PREVIOUSLY SUPPLIED BY AT&T, IS NOT CONNECTED AND WILL NOT BE CONNECTED TO ANY LOCAL AREA NETWORK ("LAN") OR ANY OTHER COMPUTER NETWORK OUTSIDE OF AT&T'S CONTROL, INCLUDING WITHOUT LIMITATION THE NATIONAL CRIME INFORMATION CENTER NETWORK ("CIC") OR SIMILAR NETWORK; PROVIDED, HOWEVER, THAT CUSTOMER MAY CONNECT SAID EQUIPMENT AND/OR SERVICES TO THE CIC OR SIMILAR NETWORK IF AND ONLY IF SUCH CONNECTION IS EXPRESSLY APPROVED IN WRITING BY AT&T, WHICH APPROVAL SHALL BE IN AT&T'S SOLE DISCRETION. AT&T RELIES ON THIS REPRESENTATION BY CUSTOMER IN AGREEING TO INSTALL AND/OR MAINTAIN SAID EQUIPMENT AND ALL SERVICES THEREON.

AT&T MAINTAINS A STRICT POLICY ("PSAP NETWORK SECURITY POLICY") THAT IT WILL INSTALL 911 EQUIPMENT ONLY IN A SECURE PSAP LAN, AND ONLY WHERE SUCH LANS ARE NOT CONNECTED TO ANY OTHER COMPUTER NETWORK OUTSIDE OF AT&T'S CONTROL. AT&T WILL NOT INSTALL OR TERMINATE A PSAP LAN TO A FIREWALL. AT&T WILL IDENTIFY THE DEMARCATION POINT FOR THE PSAP LAN, BEYOND WHICH CUSTOMER AGREES THAT AT&T IS NOT RESPONSIBLE. IN THE EVENT CUSTOMER CONNECTS ITS PSAP LAN TO ANY OTHER COMPUTER NETWORK, CONTRARY TO AT&T'S EXPRESS PSAP NETWORK SECURITY POLICY (WHICH CUSTOMER ACKNOWLEDGES IT HAS RECEIVED AND READ), AND THE PSAP LAN IS INFECTED OR DAMAGED AS A RESULT OF SUCH ACTIONS, THEN ALL WARRANTIES, AND MAINTENANCE AND SERVICE PROVISIONS OF THIS AGREEMENT SHALL BE NULL AND VOID AND AT&T DISCLAIMS ANY LIABILITY WHATSOEVER RELATING TO ANY PSAP LAN WHICH CUSTOMER OR ITS AGENTS CONNECT TO ANY OTHER COMPUTER NETWORK CONTRARY TO THE PSAP NETWORK SECURITY POLICY.

UNDER SUCH CIRCUMSTANCES, AT&T WILL PROVIDE REPAIR SERVICES FOR THE PSAP LAN AT CUSTOMER'S REQUEST, WHICH WILL BE BILLED ON A TIME AND MATERIALS BASIS AT AT&T'S THEN-PREVAILING SERVICES RATES. CUSTOMER FURTHER AGREES TO INDEMNIFY AND HOLD AT&T HARMLESS FOR ANY DAMAGES TO OR CLAIMS BY ANY THIRD PARTY AGAINST AT&T WHICH ARISE IN WHOLE OR IN PART FROM CUSTOMER'S CONNECTION OF THE 911 EQUIPMENT AND/OR SERVICES BEING PROVIDED HEREUNDER TO ANY LAN OR ANY OTHER COMPUTER NETWORK OUTSIDE OF AT&T'S CONTROL, INCLUDING WITHOUT LIMITATION THE NATIONAL CIC.

8. In the event that all or any part of this Agreement is terminated at the Customer's request prior to the expiration of the Agreement term, the Customer will be required to pay the applicable termination charge as stated in this Agreement. The Agreement provisions concerning termination liability shall be inapplicable to any state, county, parish, or municipal governmental entity when there is in effect, as a result of action by such entity and through a duly constituted legislative, administrative, or executive body:

1. a statute;
2. an ordinance;
3. a policy directive; or
4. a constitutional provision

which restricts or prohibits an additional contractual payment for early termination of a contract by any such entity, or agency thereof, due to an unavailability of funding. When service is being provided and funding to the governmental entity for such service becomes unavailable, the governmental entity may cancel the service without additional payment obligation. Absent any official statute, ordinance, policy directive, or constitutional provision, the Customer shall be responsible for the termination charge.

All trademarks or service marks contained herein are the property of the respective owners.

Minutes, City of Southaven, Southaven, Mississippi



Special Service Arrangement Agreement

Case Number MS15-1990-01
Option 1 of 1

END OF ARRANGEMENT AGREEMENT OPTION 1

Minutes, City of Southaven, Southaven, Mississippi



Southaven Software Maintenance

Case Number MS15-1990-01

Qty	USOC	Rate Type Description	Non-Recurring	Monthly Rate	Total Monthly	Description
80	WTT51	SMA/Evergreen1		\$30.00	\$2,400.00	InterAct Mobile software, per license
		TOTAL	\$0.00		\$2,400.00	

Minutes, City of Southaven, Southaven, Mississippi



MS15-2114-01

ORDER	USOC	Southaven PD Billing Description	Up Front	Monthly Rate Billing Description
1	WTT2H	SMA/Evergreen1		\$2,867.00 monthly RMS software subscription
3	WTT3B	SMA/Evergreen1		\$132.00 Interfaces: eCite/eCrash/Court
1	WTT2I	Installation2		\$573.00 RMS DATA CONVERSION PACKAGE
1	WTT2U	Installation3		\$326.00 IMPLEMENTATION SERVICES
1	WTT2V	Installation4		\$273.00 INTERFACE SETUP FEE
1	WTT2W	Installation5		\$164.00 GO LIVE SUPPORT
1	WTT2X	Installation6		\$66.00 PROGRAM MANAGEMENT SERVICES
1	WTT2Y	Installation7		\$414.00 InterAct Development Services (Online RMS Warrant and Charge Affidavit)
1	WTT3C	Training1		\$127.00 RMS TRAIN THE TRAINER
		TOTAL		\$4,942.00
		OPTIONAL		
	WTT25	Installation1	\$226.00	\$226.00 HOURLY RATE FOR DATA CONVERSION
	WTT2Z	Installation8	\$3,760.00	\$3,750.00 Interact Assistance for Map Table coding for data conversion, per module
	WTT3A	Installation9	\$2,507.00	\$2,507.00 Data conversion of images/attachments per additional GB.

* Includes Custom Data Conversion: Field Interview/Case Management/Calls for Service

CONFIDENTIAL

Not for disclosure outside the AT&T Companies without written permission.

Minutes, City of Southaven, Southaven, Mississippi

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER: 7 PROJECT: Hurricane Creek
 City of Southaven Sewer Project - Phase 6, Municipal
 Wastewater Lagoon Closure

FROM CONTRACTOR: SEMS, Inc. VIA ARCHITECT: Neal Schaffer

CONTRACT FOR: Municipal Wastewater Lagoon Closure

AIA DOCUMENT G702

APPLICATION NO: 5

PAGE 1 OF

2 PAGES

PERIOD TO: thru 10/20/2015

OWNER	<input type="checkbox"/>
ARCHITECT	<input checked="" type="checkbox"/>
CONTRACTOR	<input type="checkbox"/>

PROJECT NOS: SRF-C280910-03
 (Contract No. 1)

CONTRACT DATE: May 11, 2015

CONTRACTOR'S APPLICATION FOR PAYMENT

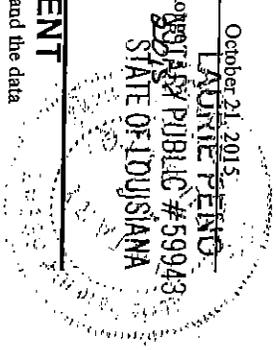
Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, Schedule of Values, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: SEMS, Inc.

By: [Signature] Date: October 21, 2015

State of: Louisiana Parish of East Baton Rouge
 Subscribed and sworn to before me this 21st day of October
 Notary Public [Signature] BOYD J. PENO
 My Commission expires: 2015 STATE OF LOUISIANA



ARCHITECTS CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 36,263.21

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

By: [Signature] Date: 10/20/15

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20005-4292

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA G-1892

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

1. ORIGINAL CONTRACT SUM	\$	648,270.00
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	648,270.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	447,119.21
5. RETAINAGE:		
a. 5 % of Completed Work	\$	\$22,355.96
b. (Column D + E on G703)	\$	
c. 5 % of Stored Material (Column F on G703)	\$	Included in above
Total Retainage (Lines 5a + 5b or Total Retainage (Lines 5a + 5b or Total Retainage	\$	22,355.96
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	424,763.25
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	388,500.04
8. CURRENT PAYMENT DUE	\$	36,263.21
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	223,506.75

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00	

Minutes, City of Southaven, Southaven, Mississippi

SEMS, INC.
BATON ROUGE, LA

HURRICANE CREEK SEWER PROJECT - PHASE 6
MUNICIPAL WASTEWATER LAGOON CLOSURE
PINEHURST, WOODLAND ESTATES, AND LEGENDS

NEEL-SCHAFER
SRF-C280910-03 (CONTRACT NO. 1)

Pay Item	Desc	Qty	Unit	CONTRACT		ACTUALS TO-DATE (thru 10/20/15)		SUM PREVIOUSLY INVOICED		CURRENT INVOICE		ESTIMATE AT COMPLETION	
				Unit Price	Extended Price	Qty	Extended Price	Qty	Extended Price	Qty	Extended Price	Qty	Extended Price
1.0	Mobilization	1	LS	\$ 20,000.00	\$ 20,000.00	50%	\$ 10,000.00	50%	\$ 10,000.00	0%	\$ -	100%	\$ 20,000.00
2.0	Maintenance of Traffic	1	LS	\$ 7,000.00	\$ 7,000.00	85%	\$ 5,950.00	65%	\$ 4,550.00	20%	\$ 1,400.00	100%	\$ 7,000.00
3.0	Clearing and Grubbing	1.5	Acres	\$ 7,000.00	\$ 10,500.00	0.5	\$ 3,500.00	0.5	\$ 3,500.00	0.0	\$ -	1.5	\$ 10,500.00
4.0	Construction Staking / Surveying	1	LS	\$ 15,000.00	\$ 15,000.00	80%	\$ 12,000.00	65%	\$ 9,750.00	15%	\$ 2,250.00	100%	\$ 15,000.00
5.0	Temp. Construction Entrance / Access Drive	3	Each	\$ 10,000.00	\$ 30,000.00	3	\$ 30,000.00	3	\$ 30,000.00	0	\$ -	3	\$ 30,000.00
6.0	Temporary Site Fence	3,000	LF	\$ 1.75	\$ 5,250.00	1,027	\$ 1,797.25	1,027	\$ 1,797.25	0	\$ -	3,000	\$ 5,250.00
7.0	Wattle Check Dam (12")	300	LF	\$ 26.00	\$ 7,800.00	0	\$ -	0	\$ -	0	\$ -	300	\$ 7,800.00
8.0	Erosion Control Blanket	500	SY	\$ 5.00	\$ 2,500.00	0	\$ -	0	\$ -	0	\$ -	500	\$ 2,500.00
9.0	Sod	500	SY	\$ 16.00	\$ 8,000.00	0	\$ -	0	\$ -	0	\$ -	500	\$ 8,000.00
10.0	Grassing	3.5	Acres	\$ 3,000.00	\$ 10,500.00	0.0	\$ -	0.0	\$ -	0.0	\$ -	3.5	\$ 10,500.00
11.0	24" Reinforced Concrete Pipe	30	LF	\$ 160.00	\$ 4,800.00	30	\$ 4,800.00	30	\$ 4,800.00	0	\$ -	30	\$ 4,800.00
12.0	100# Rock Riprap (w/ Geotextile)	120	Tons	\$ 70.00	\$ 8,400.00	10.5	\$ 735.00	10.5	\$ 735.00	0	\$ -	120	\$ 8,400.00
13.0	Pinehurst Lagoon Site Demolition	1	LS	\$ 18,000.00	\$ 18,000.00	0%	\$ -	0%	\$ -	0%	\$ -	100%	\$ 18,000.00
14.0	Woodland Estates Lagoon Site Demolition	1	LS	\$ 9,000.00	\$ 9,000.00	100%	\$ 9,000.00	100%	\$ 9,000.00	0%	\$ -	100%	\$ 9,000.00
15.0	Legends Lagoon Site Demolition	1	LS	\$ 18,000.00	\$ 18,000.00	100%	\$ 18,000.00	0%	\$ -	100%	\$ 18,000.00	100%	\$ 18,000.00
16.0	Lagoon / Sludge Dewatering	2,950,000	Gal	\$ 0.10	\$ 295,000.00	3,200,150	\$ 320,015.00	3,187,650	\$ 318,765.00	12,500	\$ 1,250.00	3,200,150	\$ 320,015.00
17.0	Sludge Cake Disposal	350	Tons	\$ 58.00	\$ 20,300.00	203.7	\$ 11,814.60	196.6	\$ 11,402.80	7.1	\$ 411.80	203.7	\$ 11,814.60
18.0	Unclassified Excavation	5,055	CY	\$ 4.00	\$ 20,220.00	4,876.84	\$ 19,507.36	1,161.84	\$ 4,647.36	3,715.00	\$ 14,860.00	5,055.00	\$ 20,220.00
19.0	Borrow Excavation	11,500	CY	\$ 12.00	\$ 138,000.00	0	\$ -	0	\$ -	0	\$ -	10,000	\$ 120,000.00
Prepared by: <u>Michael Hebert</u> Date: <u>10/21/2015</u>				TOTALS	\$ 648,270.00		\$ 447,119.21		\$ 408,947.41		\$ 38,171.80		\$ 646,799.60

City of Southaven - 709 Pinehurst Lane, Southaven, MS 38686
 Note: (a) - This does not include the pending change request associated with the change in condition encountered at Pinehurst (i.e. increased sludge volume changed the sludge to water ratio processed).

Minutes, City of Southaven, Southaven, Mississippi



engineers
planners
surveyors
environmental
scientists
landscape
architects

October 26, 2015
N-S Project No. 6.5146.071

Mr. Dan Cordell, PE, PS
Civil-Link, LLC
5779 Getwell Road, Bldg. B
Southaven, MS 38672

RE: Estimate Summary for Contractor Payment Application No. 5
Hurricane Creek Sewer Project – Phase 6
Municipal Wastewater Lagoon Closures
Pinehurst, Woodland Estates, and Legends
MDEQ SRF-C280910-03 (Contract No. 1)

Dear Mr. Cordell:

We transmit herewith two original copies of Estimate No. 5 from SEMS, Inc. in the amount of \$36,263.21, on the above referenced project.

We have checked the estimate and the work covered by the estimate, and we believe that the contractor is complying with the plans and specifications to this point.

This estimate is based on approximately 70% completion of the contract including stored materials, from which 5% retainage has been deducted, leaving a net amount due to the contractor at this time of \$223,506.75. We have indicated thereon our approval and recommend that the estimate be placed in line for payment.

Reimbursement to the City of Southaven for this construction invoice will be a part of loan reimbursement request #12, for the above referenced loan.

If you have any questions concerning this matter, please do not hesitate to contact our office.

Sincerely,

NEEL-SCHAFFER, INC.

Sean E. Hilsdon, P.E.
Project Manager

/seh

Enclosures: (2) signed originals

cc: Renee Havens, City of Southaven (via email)
Whitney Choat-Cook, City of Southaven (via email)

G:\Projects\5000\5146.071 Southaven Lagoon Closures\correspondence\SEMS, Inc\Pay App 5\Estimate Summary Letter.doc

5740 Getwell Road, Building 2, Southaven, MS 38672, 662.890.6404, Fax 662.890.6407

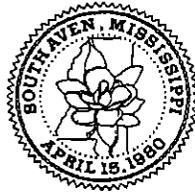
Minutes, City of Southaven, Southaven, Mississippi

CITY OF SOUTHAVEN

Top Of Mississippi

Office of Public Works and Facilities

Bradley K. Wallace, AIA
Director



5813 Pepper Chase Dr.
Southaven, MS 38671
Ph. 662-796-2489
Fax 662-796-2493
bwallace@southaven.org

To: Mayor Musselwhite and Board of Aldermen

RE: Recommendation for award of recent bid

Please accept this letter as our recommendation that we accept a bid for the recently published package entitled – “**Bid Package for Annual Contract to Supply Garbage Carts**”.

After submittal of bids and review of all information – it is our recommendation that the City of Southaven accept the bid from *Cascade Engineering, Inc.* as the lowest and best bid for this package. We recommend that the City purchase this equipment from them for the submitted bid prices of **\$43.98 per green cart for an order of 522 and \$48.98 per pink cart for an order of 200.**

If approved as recommended herein, we stand ready to release this vendor to provide this equipment to the City as requested and as needed during the next year.

Thank you for your consideration in this matter.

Sincerely,

Bradley K. Wallace, AIA

Minutes, City of Southaven, Southaven, Mississippi

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI DECLARING SURPLUS PROPERTY

WHEREAS, the City of Southaven Utility Department ("City") is presently in possession of a variety of property attached hereto as Exhibit A, which is outdated, not useful or cost effective due to the storage and maintenance costs; and

WHEREAS, pursuant to Mississippi Code 17-25-25, it has been recommended to the Mayor and Board of Aldermen that the property set forth in Exhibit A be declared as surplus and sold and/or disposed of as appropriate and in accordance with Mississippi Code 17-25-25, and removed from the fixed assets inventory; and

WHEREAS, the Mayor and Board of Aldermen are desirous of disposing of such Vehicle and amending, its fixed assets inventory pursuant to State guidelines; and

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

1. The property be hereby declared as surplus property as the property is outdated, not useful or cost effective due to the storage and maintenance costs and has no value to the City.
2. The City Clerk, or her designee, is hereby authorized and directed to follow Mississippi Code 17-25-25 for the disposition of the Vehicle.

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

Alderman William Brooks	voted: YES
Alderman Kristian Kelly	voted: YES
Alderman Shirley Beshears	voted: YES
Alderman George Payne	voted: YES
Alderman Joel Gallagher	voted: YES

Minutes, City of Southaven, Southaven, Mississippi

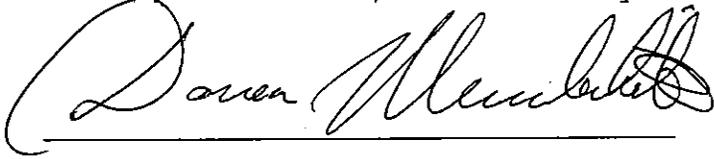
Alderman Scott Ferguson

voted: YES

Alderman Raymond Flores

voted: YES

RESOLVED AND DONE, this 3rd day of November, 2015.

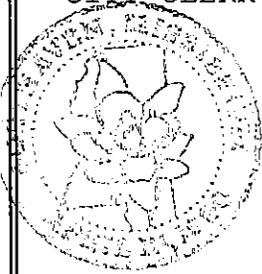


Darren Musselwhite, MAYOR

ATTEST:



CITY CLERK



Minutes, City of Southaven, Southaven, Mississippi



Southaven Utility Division

*5813 PEPPERCHASE DRIVE
SOUTHAVEN, MS 38671
TEL: (662) 796-2490
FAX: (662) 796-0005*

10/30/2015

Re: Surplus Property

Honorable Mayor Musselwhite and Board of Aldermen

I respectfully request that the following items be declared surplus property and disposed of in accordance with the laws of the State of Mississippi.

1. Non-working fire hydrants which have been stripped of any usable parts to be sold as scrap metal.
2. Non-working water meters to be sold as scrap.
3. Non-working sewer pumps to be sold as scrap.
4. Miscellaneous metals such as copper, brass, steel, and aluminum to be sold as scrap.

These items are currently located at our facility on Pepper Chase Drive.

Sincerely,

Ray Humphrey

Ray Humphrey
Utility Director
City of Southaven

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: **6782 Snowden Lane, 2371 Heather Ridge**, 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, November 3, 2015**, 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, November 3, 2015**, to voice objection or to offer a defense.

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

Minutes, City of Southaven, Southaven, Mississippi

of Alderman of the City of Southaven, Mississippi, that the above described parcel of land located at: **6782 Snowden Lane, 2371 Heather Ridge**, 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 Kelly. The Resolution was then put to a roll call vote and the results were as follows, to-wit:

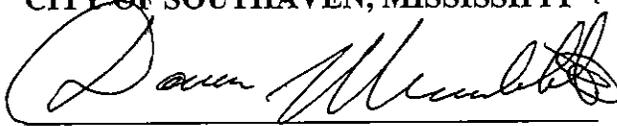
ALDERMAN	VOTED
Alderman William Brooks	YES
Alderman Kristian Kelly	YES
Alderman Shirley Kite	YES
Alderman George Payne	YES
Alderman Joel Gallagher	YES
Alderman Scott Ferguson	YES
Alderman Raymond Flores	YES

The Resolution, having received a majority vote of all Aldermen present, was declared adopted on this, the 3rd day of November, 2015.

Minutes, City of Southaven, Southaven, Mississippi

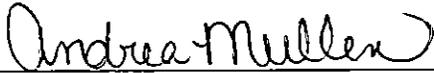
CITY OF SOUTHAVEN, MISSISSIPPI

BY:



DARREN MUSSELWHITE
MAYOR

ATTEST:



ANDREA MULLEN
CITY CLERK



Minutes, City of Southaven, Southaven, Mississippi

**City of Southaven
Office of Planning and Development
Design Review Staff Report**



Date of Hearing:	September 28, 2015
Public Hearing Body:	Planning Commission
Applicant:	CVH Airways, LLC 6750 Poplar Avenue Suite 107 Memphis, TN 38138 901-753-4431
Total Acreage:	3.45 acres
Existing Zone:	Planned Commercial (C-4)
Location of Design Review Application	Briargate Commercial Subdivision on the east side of Airways Blvd., south of Marathon Way.
Comprehensive Plan Designation:	Commercial District

Staff Comments:

The applicant is requesting design review approval for a four (4) story hotel to be located in the Briargate Commercial Subdivision. The submitted documents propose the following:

Building Elevations:

The applicant is proposing a four story hotel with a mixture of stone veneer, faux brick and EIFS. The ground level is shown with "Heritage Stone- Buff" stone with "Lite Buff" mortar to match the stone. The second and third levels show a painted faux brick in "Amber Rose" which is a dark red/brown color. The fourth story and roof parapets are shown as "China White" EIF5. The entrance canopy is designed with matching materials of the first and fourth levels. The columns are proposed with the stone material while the canopy itself is proposed with the EIFS. The applicant has provided some variation in the window line with the arched tops and accent bands along the ground and top floors, which creates a more decorative elevation. Lighting has been shown on the elevations but staff was unable to identify the design.

Landscaping:

The applicant submitted a few materials for the site including:

- Ginkgo Biloba at 2" caliper
- Crepe myrtle at 2" caliper
- Southern Red Oak at 2" caliper
- Foster Holly at 2" caliper

The applicant is showing the Foster Holly in areas around the perimeter of the building and along a stretch of pervious surface between the southernmost parking area and the detention pond. The Southern Red Oaks have been placed at the northern boundary of the detention

Minutes, City of Southaven, Southaven, Mississippi

pond. The crepe myrtles and ginkgo trees have been placed in the parking medians.

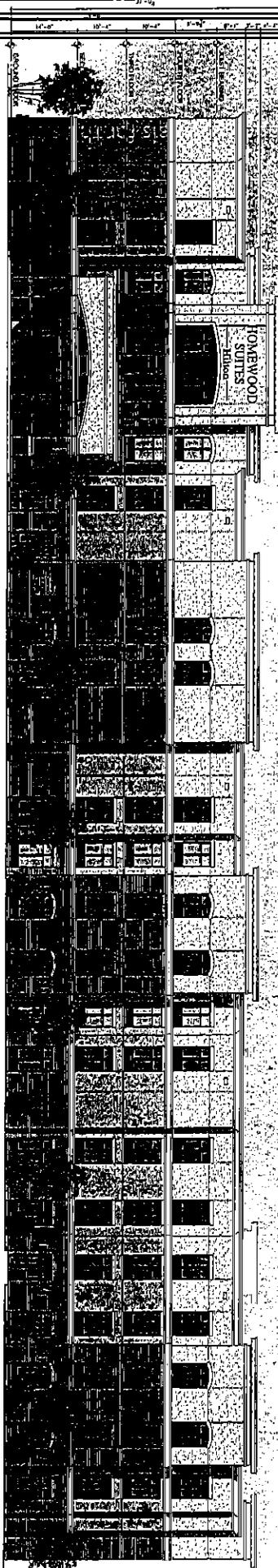
Staff Recommendations:

There are several items of concern for staff:

1. The materials submitted for the building are not conducive to what the city allows. Staff is agreeable to the use of stone and EIFS; however, staff would like to see more of a color variation in the stone material and faux brick that is painted to give a brick appearance is not something staff is willing to approve. The applicant will need to adjust their material list. Staff has submitted several pictures of newly constructed or existing Homewood Suites. The applicant should utilize these pictures while making the necessary revisions. The applicant will need to provide actual brick as their material and remove all proposals of the painted faux brick.
2. Staff feels that the applicant needs to provide more depth or the appearance of depth to the building. Staff would like to see the roofline increased in areas to give a better height variation to the building. Additionally, staff would like the applicant to vary the heights of the façade materials to add depth to the elevation. Staff would suggest taking the stone up to a higher level along the areas where the building pulls forward and possibly imitate the entrance design, which would remove the "Amber Rose" color for these specific areas. There are some areas where staff would like to see the stone brought all the way to the roofline.
3. There is no submitted photometric plan so staff would like it noted that all lighting design should be submitted for approval. The applicant should utilize a bronze material for all wall mounted lighting. Additionally, as with all new developments, staff will require decorative lighting in the parking and/or landscape areas. The standard used is a black coated acorn light; however, if the applicant would like to submit another type of decorative lighting then they will need to submit it for approval. Once the applicant has confirmed with staff what lighting will be used, then staff will make a recommendation as to the location and number of lights to be approved.
4. The landscape design submitted is very minimal and the species sizes are below the minimum requirements allowed per city ordinance. The landscape revisions are shown on the redline copy and has been given to the applicant. All shade or larger trees must meet the 3.5" caliper minimum and all ornamentals must meet the 2.5" and 10-12' height minimums.

There are many items that need to be addressed by the applicant and staff feels that it is too much to approve administratively. That being said, staff recommends tabling the application to allow time for the applicant to make all the necessary adjustments and discuss with staff any questions or concerns before resubmitting to the Planning Commission.

Minutes, City of Southaven, Southaven, Mississippi



WEST ELEVATION
SCALE 3/8" = 1'-0"

PROJECT NO.	1000
DATE	10/10/00
BY	10/10/00
SCALE	3/8" = 1'-0"
STYLE	A-301

HOMERWOOD SUITES
SOUTHAVEN, MISSISSIPPI
EXTERIOR ELEVATIONS

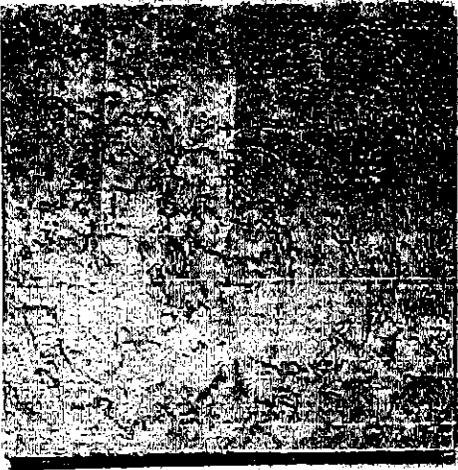
Minutes, City of Southaven, Southaven, Mississippi



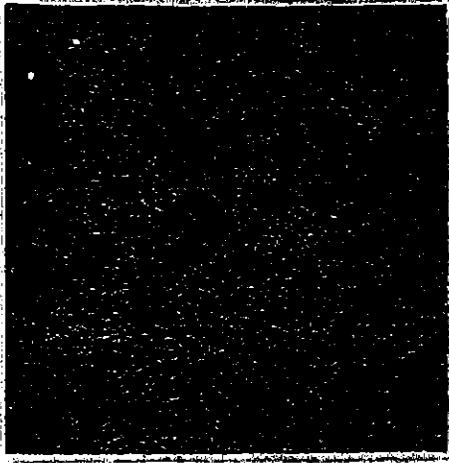
STONE FRONT / GUEST ROOM WINDOWS:
FINISHED DARK BRONZE
GLAZING: GRAY TINTED



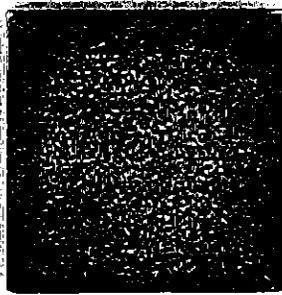
WEST (FRONT) ELEVATION



ELFS VENEER
CROWN & EQUAL COLOR: 409 BUCKSKIN



ELFS VENEER
CROWN & EQUAL COLOR: 462 YALOWND



STONE ACCENTS:
HERITAGE STONE & EQUAL COLOR: BUFF



BRICK VENEER:
BORAL BRICK, ACME BRICK & EQUAL COLOR: CRIMSON
MORTAR: BEIGE

<p>HOMWOOD SUITES</p> <p>SOUTHAVEN, MISSISSIPPI</p> <p>MATERIAL SAMPLE BOARD</p>	<p>DATE: _____</p> <p>BY: _____</p> <p>SCALE: _____</p> <p>PROJECT: _____</p>	<p>NO. _____</p>	<p>DATE: _____</p>	<p>BOUNDS + GILLESPIE ARCHITECTS, PLLC</p> <p>1000 SOUTH AVENUE, SUITE 100 SOUTHAVEN, MISSISSIPPI 38686 TEL: 662.885.1111 WWW.BGARCHITECTS.COM</p>
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NORTH

Minutes, City of Southaven, Southaven, Mississippi

**City of Southaven
Office of Planning and Development
Design Review Staff Report**



Date of Hearing:	September 28, 2015
Public Hearing Body:	Planning Commission
Applicant:	Abraham Valenzuela 14259 Chapel Ridge Trace Olive Branch, MS 38654 c/o At Home Builders (901-283-8391)
Total Acreage:	1.26 acres
Existing Zone:	Planned Commercial (C-4)
Location of Design Review Application	Bob White Farms Subdivision on the east side of Getwell Road, south of Goodman Road.
Comprehensive Plan Designation:	Commercial District

Staff Comments:

The applicant is requesting design review approval for a 4,000 sq. ft. restaurant to be located on the east side of Getwell Road, south of Goodman Road in the Bob White Farms Subdivision. The submitted documents propose the following:

Building Elevations:

The applicant is proposing a mixture of brick and stacked stone for the building materials with stained wood used for accent on the windows and above the entrance door. The applicant is showing brick in "Botany Bay" tan for the entire building with the exception of the entrance area. The wainscot of the building is proposed as brick; however, the applicant is requesting to utilize the "Desert Buff" mortar to create a slurry look to this area (referred to as parged by applicant). Above the wainscot, the brick will remain exposed. The entrance area is shown as Arkansas chopped stone, which will be wrapped around the entrance area on both sides. The wainscot slurry design is also shown as accent on the windows. Additionally, the front window line has open shutters that are stained cedar wood. The proposed stain is shown as "Red Mahogany". The roofline is capped with a row of brick rowlock, Mexican tile and a painted metal cap. The paint and the tile design have not been identified by the applicant. There are several scuppers shown along the building face but staff is unclear as to their appearance. The applicant is identifying decorative bronze lighting over the main entrance and the window line along the front of the building. There is an identified gated area shown on the north side which wraps around to the east (rear of the building). This area is proposed with cedar fencing stained to match the shutters. Per the site plan submittal, the HVAC and transformer equipment are located in this gated area near the rear of the building. There is no detail for the dumpster area which is identified on the south east corner of the site.

Minutes, City of Southaven, Southaven, Mississippi

Landscaping:

The applicant has submitted a mixture of landscape materials for the site including the following:

Shade trees:

Elm Lacebark at 2" caliper

Ornamental trees:

Natchez Crape Myrtle at 10' in height

Yoshino Cherry trees at 2" caliper

Shrubs:

Snow White Indian Hawthorne

Japanese Camelias

Cleyera Bigfoot

Additional materials:

Variegated Liriope

Bermuda grass

Red mulch

Black Cobble Stone 3"

The applicant has provided a single row streetscape design along Getwell Road which includes Japanese Camelias with three Yoshino Cherry trees centered between the parking lot stalls. Inside the parking areas where the applicant has provided a break-up median, the applicant has placed the Elm Lacebark and Snow White Hawthornes. There are four landscape beds on the corners of the actual building, which the applicant has proposed with Natchez Crape Myrtles, Liriope and black cobble stone. There is an identified light pole in each of these areas. A single tight row of Yoshino Cherry trees have been placed on each side of the main entrance to the restaurant. On the south end of the lot between the parking lot and the existing Zaxby's restaurant, the applicant has provided a single row of Japanese Camelias. Bermuda grass covers the remaining pervious areas of the site. The submitted landscape drawing stated that Cleyera Bigfoot was included in the design but staff was unable to identify the location of the materials on the submitted plan.

No photometric design has been submitted by the applicant.

Staff Recommendations:

There are several items that staff needs clarification on:

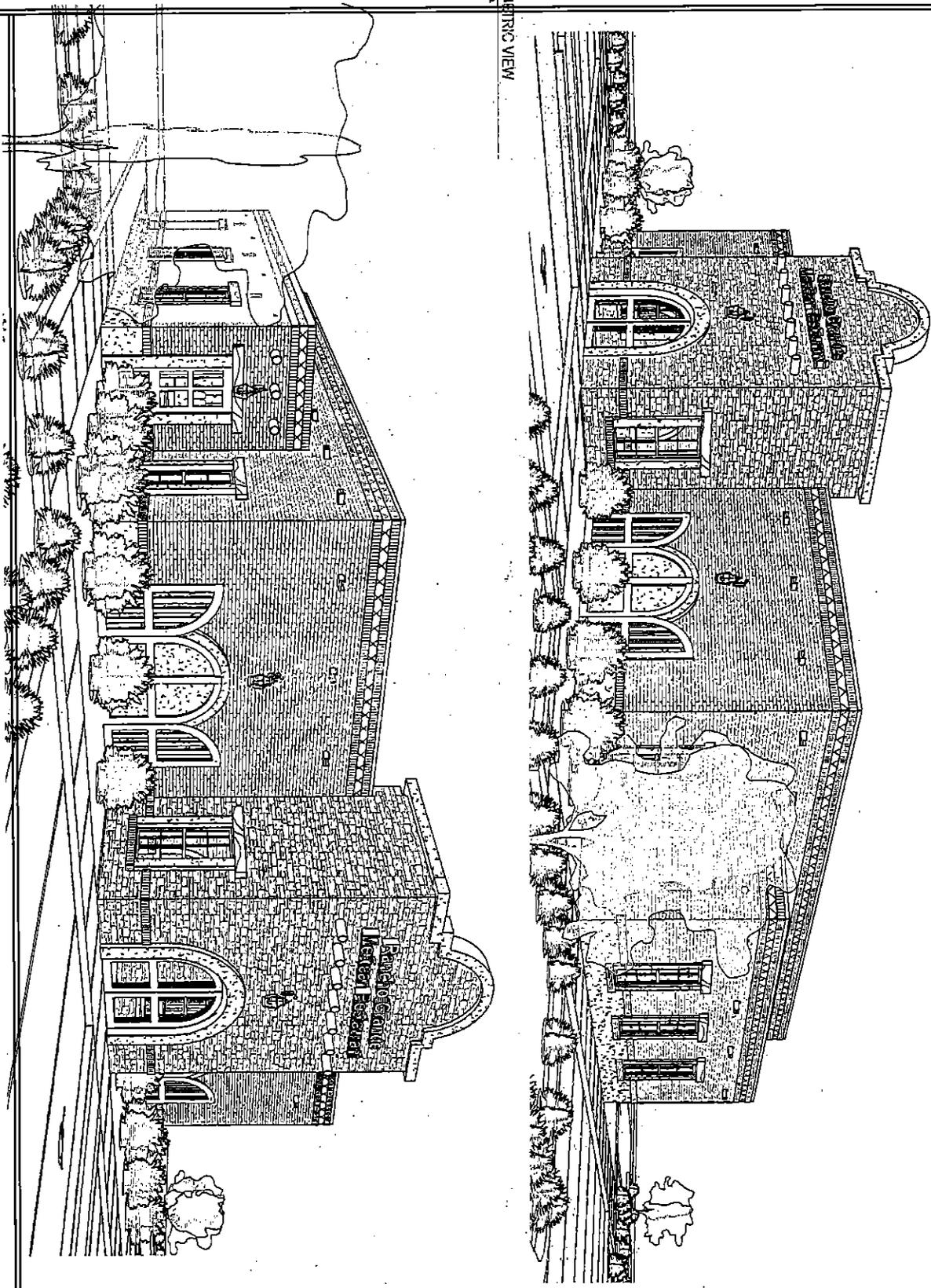
1. Items that have not been submitted for review- Mexican tile pattern and color, metal capping paint color and scuppers covers. Staff would like to confirm with the applicant that the metal paint color is a neutral shade which will blend with the submitted building materials. The scuppers should have decorative covers which should be submitted to staff for final approval.
2. The dumpster should conform to the requirements of the ordinance which state that three (3) sides of the enclosure must match the masonry material of the building. The gated access can be wood and steel frame stained to match the building. The enclosure must be at least one (1) foot above the highest point of the dumpster.

Minutes, City of Southaven, Southaven, Mississippi

3. Staff has submitted a red line copy of the landscape plan to the Planning Commission as well as the applicant for the necessary revisions. This plan increases the amount of materials on site and also increases the size of the materials to comply with the minimum requirements set forth in the ordinance.
4. There is no submitted photometric plan and staff discussed this with the applicant. The applicant is showing several lights around the perimeter of the building and in the parking lot on the north and south sides; however, the details of the lighting are not clear. The City of Southaven requires decorative lighting to be used either as landscape accents or as the parking lot lighting. Staff is agreeable to allow the shoebox lighting but the applicant will need to address the decorative lighting with either replacing the shoebox with the acorn style lights or adding them into the landscape designs in the streetscape and/or the entrances to the site.

Minutes, City of Southaven, Southaven, Mississippi

2
SCULPTURAL VIEW



RANCHO GRANDE

2nd White Farm Subdivision Lot # 10 67th Overall 7th and Southaven, Mississippi

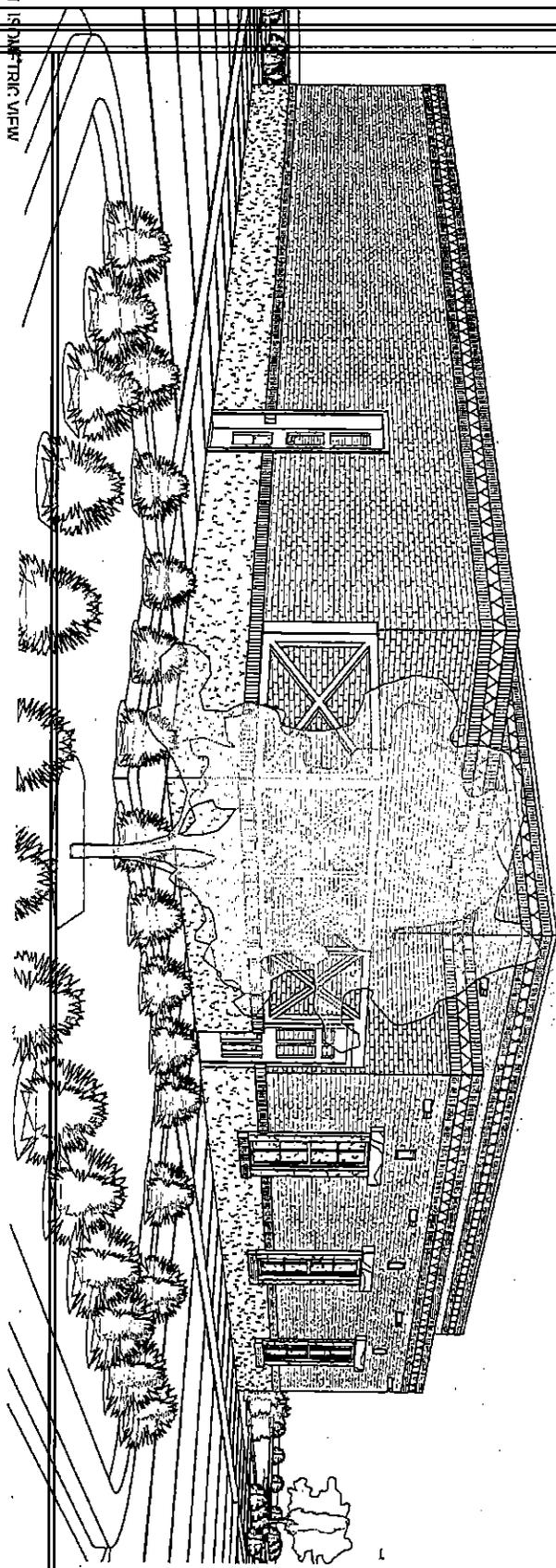
SCALE: 1/8"
DATE: 06-28-15
PROJECT: 15-125-18

KRIS AINSWORTH ARCHITECT
7046 OLD CANNON ROAD STE. 221
RIDGELAND, MS, 39157
601.848.3024 601.843.8754

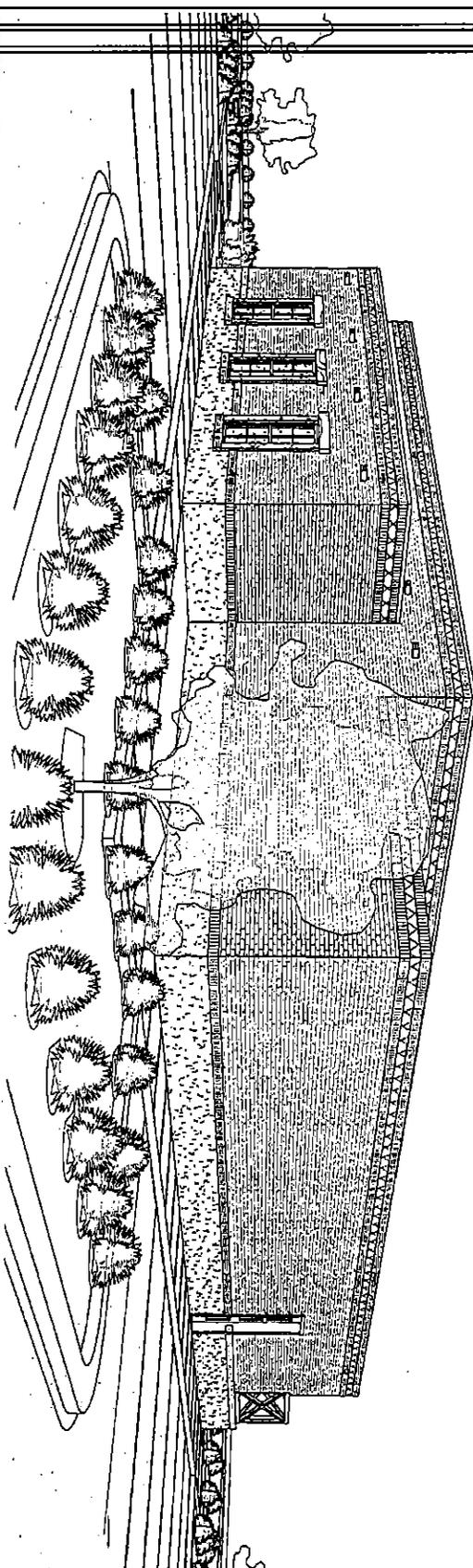
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Minutes, City of Southaven, Southaven, Mississippi

4 ISOMETRIC VIEW



2 ISOMETRIC VIEW



2
U
2

RANCHO GRANDE

Bob White Farms Subdivision Lot # 10 4214 Gilbert Road Southaven, Mississippi

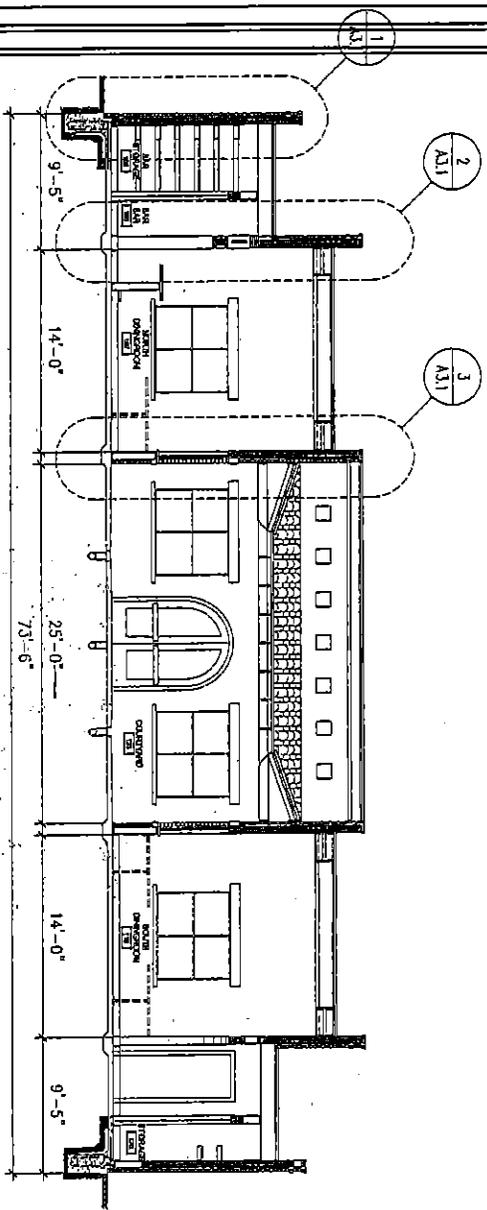
DATE: 08-28-15
 CHECKED: JOL
 DESIGNED: JOL
 PROJECT: 15-16

KRIS AINSWORTH ARCHITECT
 7048 OLD CANNON ROAD STE. 221
 RIDGELAND, MS. 39167
 601.848.3024 601.813.0154

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Minutes, City of Southaven, Southaven, Mississippi

2 BUILDING SECTION



RANCHO GRANDE

600 White Farm Subdivision Lot # 10 87 1/2 Calver Road Southern Mississippi

DRAWN BY
 ORIGINATED BY
 DATE: 08-29-18
 PROJECT: 18-13-18

KRIS AINSWORTH ARCHITECT
 7048 OLD CANNON ROAD STE. 221
 RIDGELAND, MS. 39157
 601.843.3624 601.613.8154

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Minutes, City of Southaven, Southaven, Mississippi



**City of Southaven
Office of Planning and Development
Design Review Staff Report**

Date of Hearing:	October 26, 2015
Public Hearing Body:	Planning Commission
Applicant:	Vince Vagehela 280 Power Drive Batesville, MS 38606 c/o Neeraj Kumar (901-603-8765)
Total Acreage:	0.33 acres
Existing Zone:	Planned Commercial (C-4)
Location of Design Review Application	Lot 4 Goodman Place Subdivision
Comprehensive Plan Designation:	Commercial District

Staff Comments:

The applicant is requesting design review approval for a 3,842 sq. ft. office building on lot 4 of the Goodman Place Subdivision on the north side of Goodman Road, east of Airways Blvd.. The submitted documents propose the following:

Building Elevations:

The applicant is proposing a mixture of brick, stacked stone and EIFS for the building. Per the submitted documents, the raised parapet around the storefront shows "Dry Creek" as the stacked neutral colored stone with aluminum storefront. The remainder of the front façade for the building is shown as brick which also wraps the corner of the store front and is shown up to the roof line on the east side wall. Behind the eastern wall and along the back and west side the applicant is showing EIFS for the entire façade. A stainless steel cladding canopy is shown above the office entrance door and is further accented via a roof cap band above the entire entry area. Additionally, metal coping has been placed along the entire roofline.

Landscaping:

The applicant placed minimal landscaping on the site plan and requested to work with staff's landscape reviewer to determine the appropriate planting schedule. Staff has attached a copy of the markup landscape plan.

There has been no photometric design submitted with the documents.

Staff Recommendations:

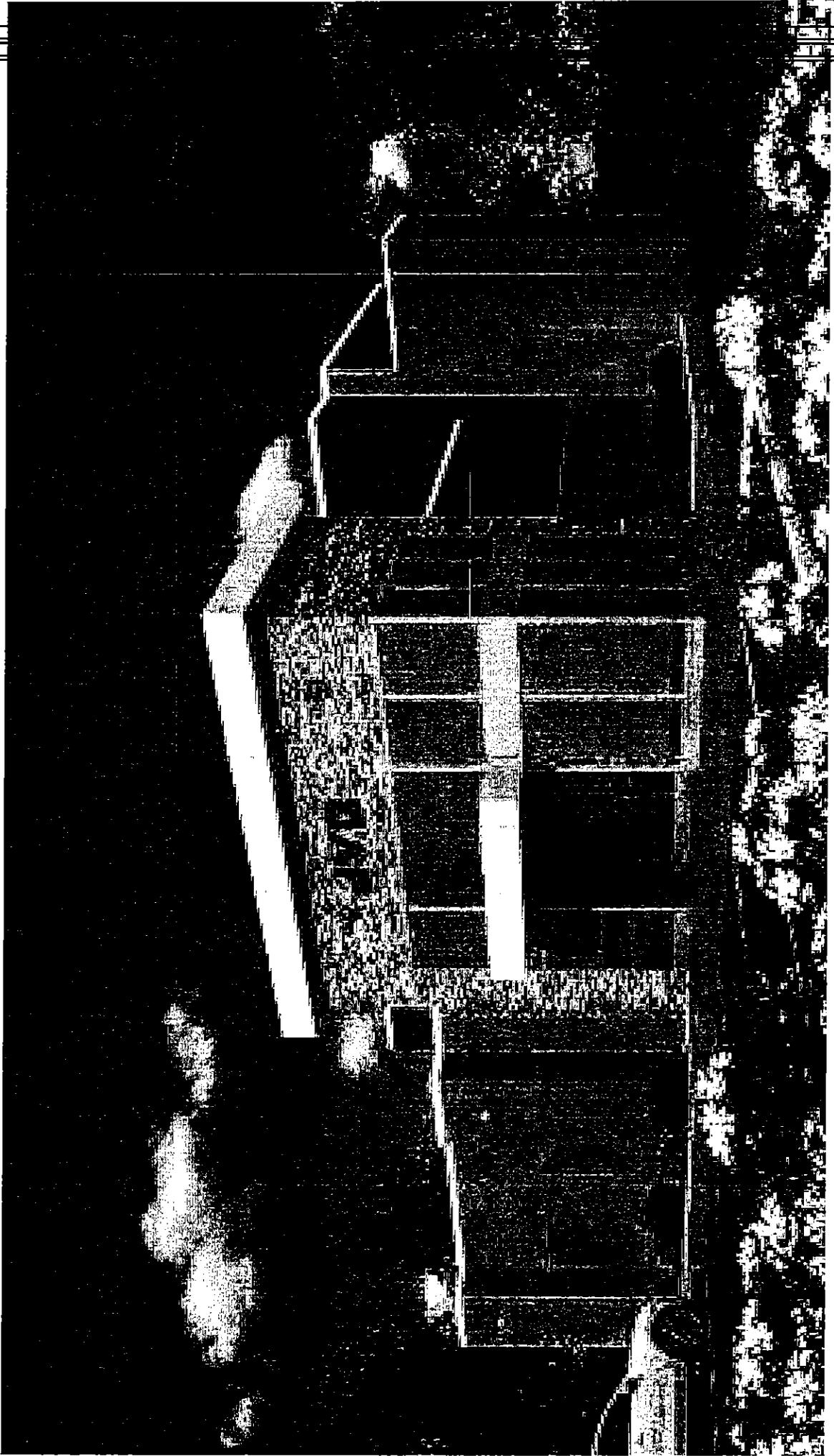
1. There is some discrepancy with the design between the architectural drawings and the color elevation submitted. Staff would ask that the applicant clarify which design is

Minutes, City of Southaven, Southaven, Mississippi

accurate. The elevations show a tilted entry way roofline on the architectural drawings with signage directly above the canopy. Per the color elevation, the roof line is symmetrical and the sign is located on the stacked stone area of the storefront. Staff would recommend approving the design criteria shown on the color rendering as opposed to the architectural drawings.

2. Since staff's landscape reviewer aided in the design of the area, staff would request approval as submitted in the markup.
3. As with all new developments, decorative lighting is required for the site. This site has a modern look so staff is not mandating the acorn lighting; however, the applicant needs to submit some options to staff for administrative approval. As for the location, staff would suggest two in front of the actual building in the landscape areas.

Minutes, City of Southaven, Southaven, Mississippi



Minutes, City of Southaven, Southaven, Mississippi

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



Date of Hearing:	October 26, 2015
Public Hearing Body:	Planning Commission
Applicant:	Reeves Investment Properties, LLC 5627 Getwell Road Bldg G, Suite 4 662-393-4250
Total Acreage:	5.28 acres
Existing Zone:	Planned Unit Development (Central Park)
Location of Subdivision Application	On the west side of Tchulahoma Road, south of Stateline Road
Comprehensive Plan Designation:	Residential

Staff Comments:

The applicant is requesting subdivision approval for Central Park Section "M1" on the west side of Tchulahoma Road, south of Stateline Road. The property was originally rezoned in 1998, which identified this area as a part of Parcel 6. Per the approved text this area had a minimum lot size of 7,200 sq. ft. and a minimum heated square footage of 1,300 sq. ft. with double carports or garages. This section is north of the existing subdivision and north of the existing Crescent Lane, which is the main access into the subdivision. It consists of 5.28 acres of land with 22 lots and no open space. The applicant is providing a new road shown as Central Ridge Drive, which will stub out to the west for future development. The applicant has provided fifty three feet (53') of right of way dedication for Tchulahoma Road which is required by the City. The applicant has also provided a landscape and sign easement on both sides of the entrance which would be incorporated into lots 827 and 828.

Staff Recommendations:

The applicant has met the minimum requirements set forth in the 1998 PUD text. Staff is concerned with the landscape and sign easement areas shown on the plat. The City has identified many subdivisions which have subdivision signage and landscaping that are in serious disrepair. Most of these subdivisions have no HOA to collect dues to maintain these areas nor do they have a property management company to maintain them. Central Park is one of these identified subdivisions with no HOA and in need of signage and landscape maintenance at the entrances and the City is leery to approve an easement if there is no responsible party. Staff would suggest that the applicant either form an HOA for this purpose to aid in maintenance of not only this entrance but the others as well or provide the City documentation as to a permanent maintenance plan. Staff recommends approval of the subdivision application but contingent on this issue.

Minutes, City of Southaven, Southaven, Mississippi

NOTARIAL CERTIFICATE

THE PLATTED PROPERTY IS SUBJECT TO THOSE COVENANTS, RESTRICTIONS, AND EASEMENTS AS SET FORTH IN DOCUMENT FILED OF RECORD IN BOOK PAGE _____ IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI, TO WHICH DOCUMENT REFERENCE IS HEREBY MADE. ANY PROPERTY OWNER SHALL BE BOUND BY THE TERMS OF SAID DOCUMENT.

SOUTHAVEN MAYOR AND BOARD OF ALDERMEN

APPROVED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, DESOTO COUNTY, MISSISSIPPI, ON THIS _____ DAY OF _____ 20____

MINUTE BOOK _____ PAGE _____

MAYOR SIGNATURE _____ ATTEST CITY CLERK FOR THE MAYOR/BOARD OF ALDERMEN _____

CERTIFICATE OF SUPERVISION

THIS IS TO CERTIFY THAT SOMEONE UNDER MY SUPERVISION HAS DRAWN THE SUBDIVISION SHOWN HEREON AND THE PLAN OF SAME IS ACCURATELY DRAWN FROM A GROUND SURVEY BY ME OR SOMEONE UNDER MY DIRECT SUPERVISION.

MARK FORRYTH MS MS. 3048 DATE _____

COUNTY OF DESOTO, STATE OF MISSISSIPPI
CHANCERY COURT

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON WAS FILED FOR RECORD IN MY OFFICE AT _____ O'CLOCK, _____, ON THE _____ DAY OF _____ 20____ AND WAS IMMEDIATELY ENTERED UPON THE PROPER INDEXES AND DULY RECORDED IN PLAT BOOK _____ PAGE _____

SIGNATURE CHANCERY COURT _____

CORPORATE CERTIFICATE

_____, OWNER OR AUTHORIZED REPRESENTATIVE OF THE OWNER OF THE PROPERTY, HEREBY ADOPTS THIS AS MY PLAN OF SUBDIVISION AND DEDICATE THE RIGHT OF WAY FOR THE ROADS AND UTILITY EASEMENTS AS SHOWN ON THE PLAT OF THE SUBDIVISION TO THE CITY OF SOUTHAVEN, MISSISSIPPI, I DECLARE THAT I AM THE OWNER IN FEE SIMPLE OF THE PROPERTY AND THAT NO TAXES HAVE BECOME DUE AND PAYABLE.

THIS THE _____ DAY OF _____, 20____

SIGNATURE _____ PRINTED NAME _____ TITLE _____

REVEES INVESTMENT PROPERTIES, LLC
 NAME OF CORPORATE ENTITY

MORTGAGE CERTIFICATE

_____, MORTGAGEE OF THE PROPERTY HEREON, HEREBY ADOPTS THIS AS MY PLAN OF SUBDIVISION AND DEDICATE THE RIGHT OF WAY FOR THE ROADS AS SHOWN ON THE PLAT OF THE SUBDIVISION TO THE CITY OF SOUTHAVEN, MISSISSIPPI FOREVER AND RESERVE FOR THE PUBLIC UTILITIES THE UTILITY EASEMENTS AS SHOWN ON THE PLAT. I CERTIFY THAT I AM THE MORTGAGEE IN FEE SIMPLE OF THE PROPERTY AND THAT NO TAXES HAVE BECOME DUE AND PAYABLE.

THIS THE _____ DAY OF _____, 20____

SIGNATURE OF MORTGAGEE _____ TITLE _____ BANK NAME _____

NOTARIAL CERTIFICATE

_____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE SAID COUNTY AND STATE, ON THE _____ DAY OF _____, 20____ WITHIN MY JURISDICTION, THE WITHIN NAMED _____ WHO ACKNOWLEDGED THAT HE/SHE IS _____ OF SAID BANK AND AS ITS ACT AND DEED HE/SHE EXECUTED THE ABOVE AND FOREGOING INSTRUMENT, AFTER FIRST HAVING BEEN DULY AUTHORIZED BY SAID BANK TO DO SO.

SIGNATURE OF NOTARY PUBLIC _____ MY COMMISSION EXPIRES _____ SEAL _____

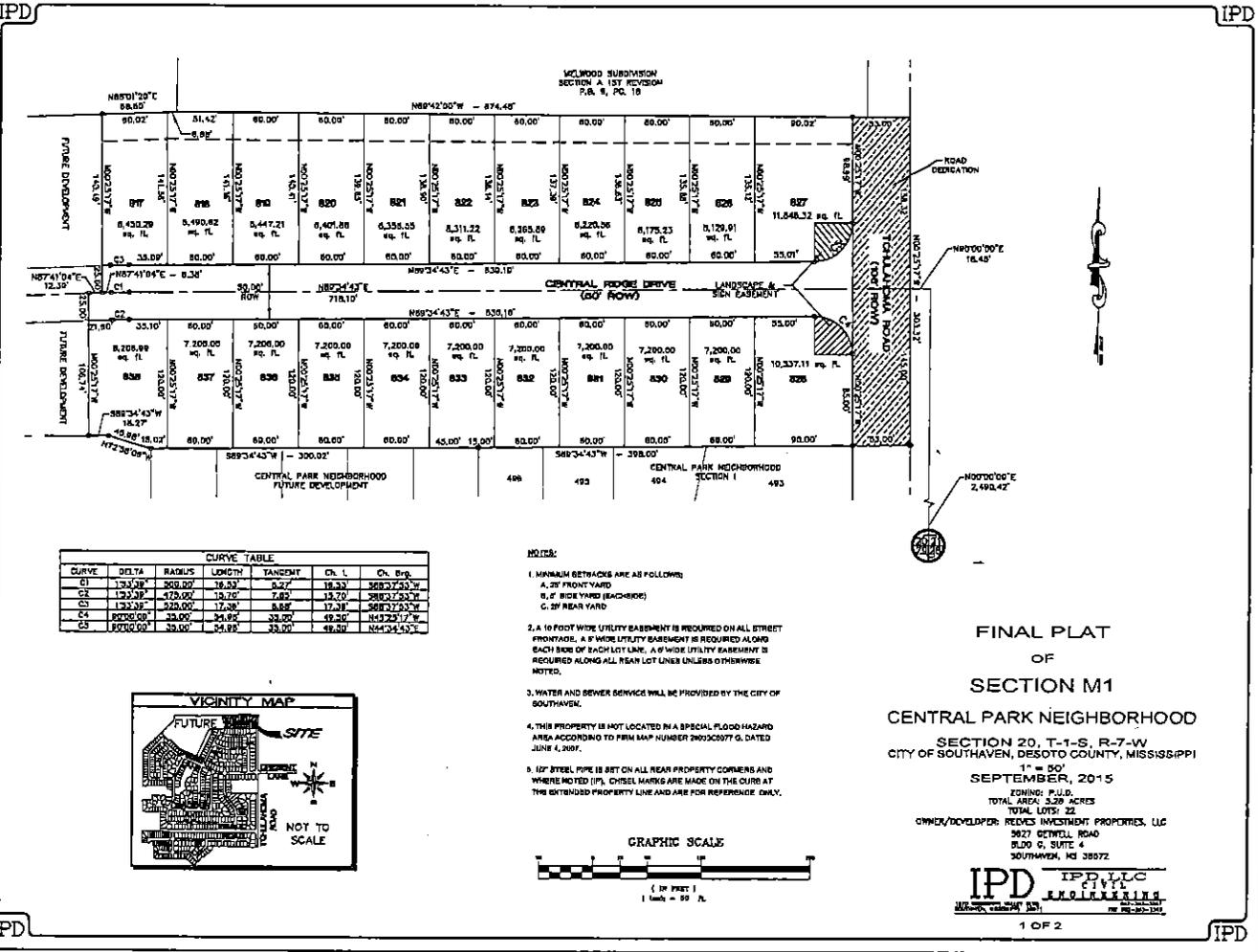
FINAL PLAT OF SECTION M1 CENTRAL PARK NEIGHBORHOOD SECTION 20, T-1-S, R-7-W CITY OF SOUTHAVEN, DESOTO COUNTY, MISSISSIPPI

SEPTEMBER, 2015

ZONING: P.U.D.
 TOTAL AREA: 3.28 ACRES
 TOTAL LOTS: 22

OWNER/DEVELOPER: REVEES INVESTMENT PROPERTIES, LLC
 5827 GETWELL ROAD
 BLDG. G, SUITE 4
 SOUTHAVEN, MS 38872

IPD IPD, LLC ENGINEERING
 1 OF 2



Minutes, City of Southaven, Southaven, Mississippi

City of Southaven
Office of Planning and Development
Subdivision Staff Report



Date of Hearing:	October 26, 2015
Public Hearing Body:	Planning Commission
Applicant:	Reeves Investment Properties, LLC 5627 Getwell Road Bldg G, Suite 4 662-393-4250
Total Acreage:	6.42 acres
Existing Zone:	Planned Unit Development (Rasco Hills)
Location of Subdivision Application	On the south side of Stateline Road, east of Horn Lake Road
Comprehensive Plan Designation:	Residential

Staff Comments:

The applicant is requesting subdivision approval for Rasco Hills Section "F" on the south side of Stateline Road, east of Horn Lake Road. It consists of 6.42 acres with 24 lots and no common open space. This section of the subdivision will be accessed via a new road that will be constructed directly off of Stateline Road. Per the PUD approved in 2005, the minimum lot sizes were 6,000 sq. ft. with a minimum heated square footage of 1,250 sq. ft. This particular section of the subdivision shows lot sizes between 7,200 sq. ft. and 18,592 sq. ft., which exceeds the requirements. On the east side of this section there is a large TVA easement that has been incorporated into the overall open space of this plan. The applicant has proposed that Smith Ranch Drive, which is the access road for this section, will stub out at the south end to allow for future development needs.

Staff Recommendations:

This section is directly adjacent to an existing property owner on Stateline Road. The sides and rear of this property will connect with six (6) of these proposed lots. The applicant should provide a perimeter fence to match the approved fencing for the overall site prior to the first home being built to protect the adjacent property owner. The size of the lots and access proposals are consistent with the approved 2005 PUD text; therefore, staff recommends approval.

Minutes, City of Southaven, Southaven, Mississippi

NOTE
THE PLATTED PROPERTY IS SUBJECT TO THOSE COVENANTS, RESTRICTIONS, AND EASEMENTS AS SET FORTH IN DOCUMENT FILED OF RECORD IN BOOK _____ PAGE _____ IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI TO WHICH DOCUMENT REFERENCE IS HEREBY MADE. ANY PROPERTY OWNER SHALL BE BOUND BY THE TERMS OF SAID DOCUMENTS.

SOUTHAVEN MAYOR AND BOARD OF ALDERMEN
APPROVED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, DESOTO COUNTY, MISSISSIPPI, ON THIS THE _____ DAY OF _____ 20____
MINUTE BOOK _____ PAGE _____

MAYOR'S SIGNATURE _____ ATTEST: CITY CLERK FOR THE MAYORBOARD OF ALDERMEN _____

CERTIFICATE OF SURVEYOR
THIS IS TO CERTIFY THAT SOMEONE UNDER MY SUPERVISION HAS DRAWN THE SUBDIVISION SHOWN HEREON AND THE PLAT OF SAME IS ACCURATELY DRAWN FROM A GROUND SURVEY BY ME OR SOMEONE UNDER MY DIRECT SUPERVISION.
MARK FORESTHE LIS NO. 3148 DATE _____

COUNTY OF DESOTO, STATE OF MISSISSIPPI
CHANCERY COURT
I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON WAS FILED FOR RECORD IN MY OFFICE AT _____ O'CLOCK _____ A.M. ON THE _____ DAY OF _____ 20____ AND WAS IMMEDIATELY ENTERED UPON THE PROPER INDEXES AND DULY RECORDED IN PLAT BOOK _____ PAGE _____
SIGNATURE CHANCERY COURT _____

CORPORATE CERTIFICATE
I, _____ OWNER OR AUTHORIZED REPRESENTATIVE OF THE OWNER OF THE PROPERTY, HEREBY ADOPT THIS AS MY PLAN OF SUBDIVISION AND DEDICATE THE RIGHT OF WAY FOR THE ROADS AND UTILITY EASEMENTS AS SHOWN ON THE PLAT OF THE SUBDIVISION TO THE CITY OF SOUTHAVEN, MISSISSIPPI. I CERTIFY THAT I AM THE OWNER IN PER BUNDLE OF THE PROPERTY AND THAT NO TAXES HAVE BECOME DUE AND PAYABLE.
THIS THE _____ DAY OF _____ 20____
SIGNATURE _____ PRINTED NAME _____ TITLE _____
REEVES INVESTMENT PROPERTIES, LLC
NAME OF CORPORATE ENTITY

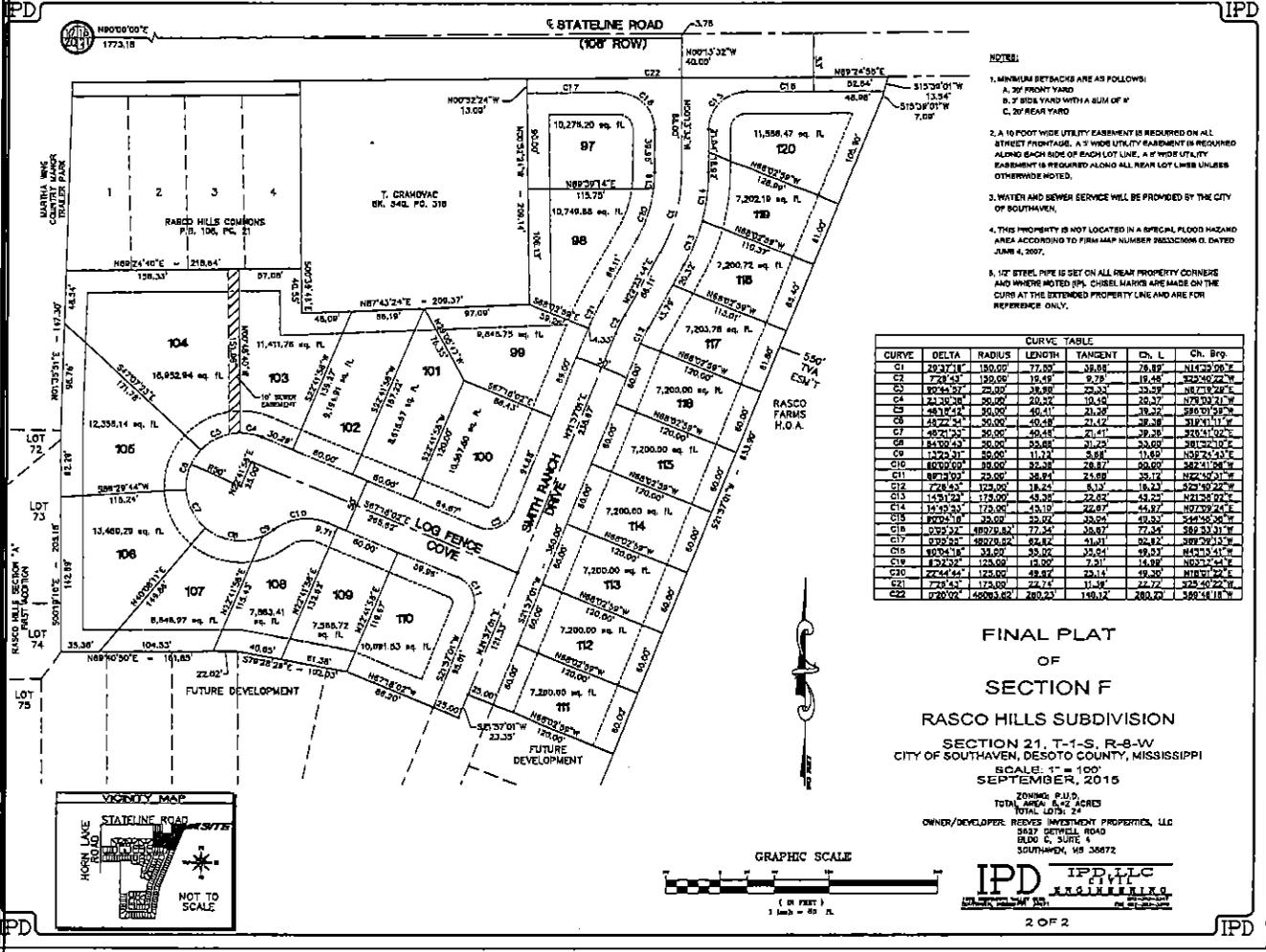
MORTGAGE CERTIFICATE
I, _____ MORTGAGEE OF THE PROPERTY HEREON, HEREBY ADOPT THIS AS MY PLAN OF SUBDIVISION AND DEDICATE THE RIGHT OF WAY FOR THE ROADS AS SHOWN ON THE PLAT OF THE SUBDIVISION TO THE CITY OF SOUTHAVEN, MISSISSIPPI FOREVER AND RESERVE FOR THE PUBLIC UTILITIES THE UTILITY EASEMENTS AS SHOWN ON THE PLAT. I CERTIFY THAT I AM THE MORTGAGEE IN PER BUNDLE OF THE PROPERTY AND THAT NO TAXES HAVE BECOME DUE AND PAYABLE.
THIS THE _____ DAY OF _____ 20____
SIGNATURE OF MORTGAGEE _____ TITLE _____
BANK NAME _____

ADVANCE CERTIFICATE
REEVES INVESTMENT PROPERTIES, LLC
INCORPORATED IN THE STATE OF _____ COUNTY OF _____ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR SAID COUNTY AND STATE ON THIS THE _____ DAY OF _____ 20____ WITHIN MY JURISDICTION, THE WITHIN NAMED _____ WHO ACKNOWLEDGED THAT HE IS _____ OF REEVES INVESTMENT PROPERTIES, LLC, AND THAT FOR AND ON BEHALF OF SAID LIMITED LIABILITY COMPANY, AND AS ITS ACT AND DEED, HE EXECUTED THE ABOVE AND FOREGOING INSTRUMENT, AFTER FIRST HAVING BEEN DULY AUTHORIZED BY SAID LIMITED LIABILITY COMPANY TO DO SO, DEVED BY HIS HAND AND SEAL OF OFFICE THIS _____ DAY OF _____ 20____
SIGNATURE OF NOTARY PUBLIC _____ MY COMMISSION EXPIRES _____ SEAL _____

NOTARY CERTIFICATE
STATE OF _____ COUNTY OF _____ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE SAID COUNTY AND STATE, ON THE _____ DAY OF _____ 20____ WITHIN MY JURISDICTION, THE WITHIN NAMED _____ WHO ACKNOWLEDGED THAT HE IS _____ OF SAID BANK AND AS ITS ACT AND DEED HE EXECUTED THE ABOVE AND FOREGOING INSTRUMENT, AFTER FIRST HAVING BEEN DULY AUTHORIZED BY SAID BANK TO DO SO.
SIGNATURE OF NOTARY PUBLIC _____ MY COMMISSION EXPIRES _____ SEAL _____

SOUTHAVEN PLANNING COMMISSION
APPROVED BY THE SOUTHAVEN, DESOTO COUNTY, MISSISSIPPI, PLANNING COMMISSION ON THIS THE _____ DAY OF _____ 20____
SIGNATURE - CHAIRPERSON OF PLANNING COMMISSION _____ PRINTED NAME _____
SIGNATURE - SECRETARY _____ PRINTED NAME _____

FINAL PLAT
OF
SECTION F
RASCO HILLS SUBDIVISION
SECTION 21, T-1-S, R-8-W
CITY OF SOUTHAVEN, DESOTO COUNTY, MISSISSIPPI
SCALE: 1" = 100'
SEPTEMBER, 2015
ZONING P.U.D.
TOTAL AREA: 8.42 ACRES
TOTAL LOTS: 24
OWNER/DEVELOPER: REEVES INVESTMENT PROPERTIES, LLC
3827 BETHELL ROAD
BLOO C, SUITE C
SOUTHAVEN, MS 38672
IPD IPD, LLC
CIVIL ENGINEERING
1101 N. STATE ST. SUITE 100
SOUTHAVEN, MS 38672
1 OF 2



12.
Mayor's Report

Minutes, City of Southaven, Southaven, Mississippi



EQUIPMENT SATISFACTION PROGRAM E.S.P. Exceptional Service Protection

COMPANY NAME: City of Southaven <hr/> ADDRESS: 8710 Northwest Drive <hr/> CITY: Southaven ST: MS ZIP: 38671- <hr/> PHONE: FAX: <hr/> CONTACT: City Clerk <hr/>	EQUIPMENT LOCATION: City of Southaven Code Enforcement <hr/> ADDRESS: 8710 Northwest Drive <hr/> CITY: Southaven ST: MS ZIP: 38671- <hr/> PHONE: FAX: <hr/> CONTACT: Michael Norris <hr/>
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EQUIPMENT COVERED UNDER THIS AGREEMENT: Charges are Monthly Addendum _____

MAKE: Canon	MODEL: IRC250	S/N: QNR07022	BASE: \$0	START METER: _____	ID#: _____
MAKE: _____	MODEL: _____	S/N: _____	BASE: \$ _____	START METER: _____	ID#: _____
MAKE: _____	MODEL: _____	S/N: _____	BASE: \$ _____	START METER: _____	ID#: _____
MAKE: _____	MODEL: _____	S/N: _____	BASE: \$ _____	START METER: _____	ID#: _____
MAKE: _____	MODEL: _____	S/N: _____	BASE: \$ _____	START METER: _____	ID#: _____

BLACK BASE CHARGE \$NA INCLUDES NA COPIES. OVERAGES @ 0.01010 PER COPY
 COLOR BASE CHARGE \$NA INCLUDES NA COPIES. OVERAGES @ 0.08350 PER COPY

CONTRACT INCLUDES: _____ Parts & Labor Only
 XXX Parts, Labor, and Supplies with the exception of Paper Products, Staples & Freight
 _____ Platinum Contract* See Back for special terms and Conditions

SPECIAL INSTRUCTIONS: _____

THIS MAINTENANCE AGREEMENT WILL AUTOMATICALLY RENEW FOR ONE (1) YEAR UNLESS CANCELLATION IS RECEIVED IN WRITING AT LEAST THIRTY (30) DAYS PRIOR TO THE END OF THE CONTRACT. REPAIRS DUE TO ABUSE, NEGLIGENCE OR ACTS OF GOD ARE NOT COVERED.

 _____ <small>DEX IMAGING AUTHORIZED SIGNATURE</small>	 _____ <small>CUSTOMER'S AUTHORIZED SIGNATURE</small>
--	---

DATE: 11-5-15 DATE: 11-5-2015

I HAVE CHOSEN NOT TO TAKE A MAINTENANCE AGREEMENT _____ DATE: _____
CUSTOMER'S AUTHORIZED SIGNATURE

TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS FORM ARE AN INTEGRAL PART OF THIS CONTRACT.

Minutes, City of Southaven, Southaven, Mississippi

SCOPE OF COVERAGE

This agreement covers both labor and material for adjustments, repairs and replacement of parts as necessitated by normal use of the equipment except for normal key operator responsibilities and others as herein provided. Damage to the equipment and/or its parts arising from misuse, abuse, negligence or causes beyond DEX IMAGING control (including acts of God or natural disasters) is not covered. In addition, DEX IMAGING may terminate this agreement in the event that the equipment is modified, damaged, altered or serviced by personnel other than those employed or authorized by DEX IMAGING, or if parts, accessories or components not authorized by DEX IMAGING are fitted to the equipment.

1. BUSINESS HOURS FOR SERVICE.

Maintenance services shall be provided hereunder only during DEX IMAGING normal business hours, which shall consist of 8:00 to 5:00 PM, Monday through Friday, exclusive of DEX IMAGING holidays and subject to change by DEX IMAGING.

2. EXTENT OF LABOR SERVICES, REPAIR AND REPLACEMENT PARTS

Labor performed during a service call includes lubrication and cleaning of the equipment and the adjustments, repair or replacement of parts. All parts necessary to the normal operation of the equipment will be furnished free of charge. In the event that the equipment is interfaced to a computer or computer network, this agreement covers only the labor, parts, software and updates that are provided by the equipment manufacturer which are necessary to interface the connected product. Service associated with application software, software updates on equipment not sold in conjunction with the connected product, reconfiguring, or modification to files and programs and network expansions to include NIC cards and Jet Direct cards are not covered under the agreement. In some instances, computer support can be offered on a per call basis.

3. TERM

This agreement shall become effective upon receipt and acceptance by DEX IMAGING and shall continue for 03 months. It shall be automatically renewed for successive one year periods.

AUTOMATIC RENEWAL. This agreement is subject to annual increase during the initial term and shall be automatically renewed upon the expiration of the initial term for successive renewal terms. In no case will the renewal or annual increase exceed a ~~12%~~ ^{5%} price increase over the prior period.

TERMINATION. The Initial Term of this agreement shall be as set forth above. In the event that DEX terminates this agreement due to uncurd Customer breach, or if the Customer elects to terminate Maintenance prior to the expiration of the Initial Term, or any subsequent Renewal Term, without cause, Customer will be responsible for the payment of early-termination charges which shall be calculated as the average of the three (3) most recent billing periods total billing multiplied by the number of months remaining in the unexpired Initial Term or Renewal Term.

CUSTOMER METER READING AND REPORTING OBLIGATIONS

Customer agrees to provide DEX IMAGING with accurate and timely meter readings at the end of each applicable billing period through the use of Patrol Monitoring Software during the Initial Term and all subsequent Renewal Terms. If a DEX IMAGING Blue Box is installed, it must be returned upon termination of this Agreement or the Customer will be billed \$125.00. If Customer does not allow the use of Patrol Monitoring Software, then Customer is responsible for the manual reporting of meters on a timely basis.

* Platinum Contract Only: All equipment delivered by DEX IMAGING remains the property of DEX IMAGING. Upon termination of this agreement, printers owned by DEX IMAGING must be purchased by customer within 30 days at a mutually agreed upon price; or customer must make alternate arrangements and allow DEX IMAGING to take possession of its printers within 60 days. Any printers owned by DEX IMAGING which are not returned will be billed to the customer at replacement value.

4. CHARGES

The charge for maintenance under this agreement shall be the amount set forth on the reverse side hereof. The charge with respect to any 12-month renewal term will be the charge in effect at the time of renewal. Customer agrees to pay the total of all charges for maintenance during the term and any renewal term within 15 days of the date of invoice date for such charges. A copy/print is 8.5 x 11.

5. CUSTOMER CHANGES.

Any Customer changes, alterations, attachments, or print coverage in excess of 8% may require a change in the charges set forth herein. DEX IMAGING also reserves the right to terminate this agreement in the event that it shall determine

that such changes, alterations, or attachments make it impractical for DEX IMAGING to continue to service the Equipment.

6. RECONDITIONING

When at its sole discretion, DEX IMAGING determines a shop reconditioning is necessary to keep the equipment within manufacturer's written specifications, DEX IMAGING will submit to the customer an estimate of needed repairs and the cost thereof, which will be in addition to the charge payable above for the maintenance agreement. If the customer does not authorize such reconditioning, DEX IMAGING may discontinue service of the equipment under this agreement, or may refuse to renew this agreement at the renewal anniversary date. Thereafter service will be on a "per call" basis at the current published rates. Reconditioning does not apply to Platinum Contracts.

7. Return of Consumables

In a cost per impression contract, all unused consumable items remain the property of DEX Imaging. At contract termination, all unused consumable items, toner cartridges, developer, drums, etc. must be promptly returned to DEX Imaging.

8. AVAILABILITY OF SUPPLIES.

DEX IMAGING Customer Service Engineers do not carry or deliver consumable supplies (toner, developer, etc.). It is Customer's responsibility to have the necessary supplies available for use.

9. Equipment Purchased, must have a DEX IMAGING approved surge protector/power filter. Customer agrees to provide the power recommended by the equipment manufacturer. Customer understands that service or parts required as a result of improper power, telephone lines, or computer cabling not supplied by DEX IMAGING or an authorized agent of DEX IMAGING, may not be covered under this agreement.

10. WAIVER OF JURY TRIAL.

CUSTOMER HEREBY EXPRESSLY WAIVES TRIAL BY JURY AS TO ANY AND ALL ISSUES ARISING OUT OF, OR IN ANY WAY RELATED TO THIS EQUIPMENT ORDER.

11. BREACH OR DEFAULT

If the Customer does not pay all charges for maintenance, parts, or supplies as provided hereunder, promptly when due: (1) DEX IMAGING may (a) refuse to service the equipment, (b) furnish service on a C.O.D. "per call" basis at published rates, or invoice the customer for early termination charges in accordance with the termination paragraph, and (2) the customer agrees to pay DEX IMAGING cost and expense of collecting including the maximum attorney's fees permitted by law.

If the equipment is moved to a new service zone, DEX IMAGING shall have the option to charge, and the customer agrees to pay, the difference in published maintenance charges between current zone and new zone, assessed on a pro-rata basis. If equipment is moved beyond DEX IMAGING service zone, Customer agrees to pay a fair and reasonable up charge for continued service under this agreement, taking into account the distance to Customer's new location and DEX IMAGING published rates for service on a "per call" basis.

If customer uses other than DEX IMAGING supplies, and such supplies are determined to be defective or not acceptable by DEX IMAGING and/or cause abnormally frequent service calls or service problems, then DEX IMAGING may at its option, terminate this agreement. In that event, customer may be offered service on a "per call" basis at published rates. It is not a condition of this agreement, however, that the customer uses only DEX IMAGING supplied materials.

12. NO WARRANTY

Other than the obligations set forth herein, DEX IMAGING DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. DEX IMAGING SHALL NOT BE RESPONSIBLE FOR DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OF THE EQUIPMENT OR THE LOSS OF THE EQUIPMENT.

MISCELLANEOUS

This agreement shall be governed by and construed according to the laws of the State of Florida and is applicable to agreements wholly negotiated, executed and performed in the State. It constitutes the entire agreement between the parties and may not be modified except in writing, signed by duly authorized officers of DEX IMAGING.

FY17 MOHS GRANT APPLICATION

Mississippi Office of Highway Safety

1025 North Park Drive

Ridgeland, MS 39157

Phone: (601)977-3700; Fax: (601)977-3701

mohs@dps.ms.gov

<p>1. City of Southaven 8691 Northwest Drive Southaven, MS 38671</p> <p>Telephone: 662-393-8652 FAX: 662-393-7138 E-Mail: gregs@southaven.org</p>	<p>2. Date: 10-27-2015</p> <p>3. Beginning and Ending Dates: October 1, 2016 thru September 30, 2017</p> <p>4. Subgrant Payment Method: <u> X </u> Cost Reimbursement Method</p> <p>5. DUNS # - 053106001</p> <p>6. Congressional District- 1st</p>
---	---

7. Program Title: Impaired Driving

8. The following funds will be proposed for FY17 funding:

A. COST CATEGORY		B. SOURCE OF FUNDS	
(1) Personal Services-Salary	\$171,542.70	(1) Federal	\$174,582.20
(2) Fringe: (PI&E, College & Universities, State Agencies Only)		(2) State	
(3) Contractual Services		(3) Local	\$37,000.00
(4) Travel	\$3,039.50	(4) Other	
(5) Equipment			
(6) Commodities			
(7) Indirect Costs			
TOTAL	\$174,582.20	TOTAL	\$211,582.20

9. The applicant agrees to operate the program outlined in this application in accordance with all provisions as included herein. The following sections are attached and incorporated into this application:

Project Identification

Travel
Commodities

Amounts (If Applicable)

Proposed Countermeasures

Equipment
Indirect Costs

SIGN
HERE

All policies, terms, conditions, and provisions in the application provided to applicants, are also incorporated into this agreement, and applicant agrees to fully comply herewith.

10. Approved Signature of Authorized Official
(Mayor/Board of Supervisor President) for Jurisdiction to Apply:

Signature	Date
Print Name:	
Title:	

MOHS USE Only:

CONTRACT CHANGE ORDER

OWNER: City of Southaven

CONTRACTOR: Brocato Construction Company, Inc.

DATE: 11-05-2015 LOAN NUMBER: SRF-C280 910-03

CHANGE ORDER NUMBER: 1 CONTRACT NUMBER: 3

PROJECT NAME Hurricane Creek Sewer Project - Phase 8 - Emergency Backup Pump System at Getwell Road North Pump Station

REASON FOR CHANGE: Time extension due to delays caused by pump equipment manufacturer, soil conditions and coordination deaing with the adjacent road project.

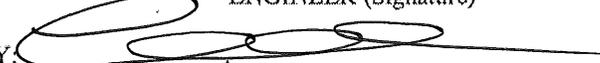
THE CONTRACTOR IS HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS (USE ADDITIONAL SHEETS IF REQUIRED):

ITEM NO.	DESCRIPTION OF CHANGE(S) (QUANTITIES, ETC.)	UNIT COST	TOTAL CONTRACT	TOTAL ELIGIBLE COST
			TOTAL	TOTAL ELIGIBLE
ORIGINAL CONTRACT AMOUNT:			\$ 170,066.90	\$ 170,066.90
CURRENT CONTRACT AMOUNT:			\$ 170,066.90	\$ 170,066.90
THIS CONTRACT CHANGE:			()\$ 0.00	()\$ 0.00
REVISED CONTRACT AMOUNT:			\$ n/a	\$ n/a
CURRENT CONTRACT COMPLETION DATE:			11-05-2015	11-05-2015
TIME EXTENSION REQUIRED BY CHANGE:			30 days	30 days
REVISED CONTRACT COMPLETION DATE:			12-05-2015	12-05-2015

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

RECOMMENDED BY: 
ENGINEER (Signature)

11/11/15
DATE

ACCEPTED BY: 
Chris Brocato CONTRACTOR (Signature)

11/16/15
DATE

APPROVED BY: _____
OWNER (Signature)

DATE

November 11, 2015
N-S Project No. 6.5146.073.002

Mr. Dan Cordell, PE, PS
Civil-Link, LLC
5779 Getwell Road, Bldg. B
Southaven, MS 38672

RE: CHANGE ORDER NO. 1 (TIME EXTENSION)
HURRICANE CREEK SEWER PROJECT – PHASE 8
EMERGENCY BACKUP PUMP SYSTEM AT
GETWELL ROAD NORTH PUMP STATION
MDEQ SRF-C280910-03 (CONTRACT NO. 3)

Dear Mr. Cordell:

This time extension change request is needed to allow additional construction time for Brocato Construction Co., Inc. to complete remaining work, for the above mentioned project. It is my understanding that this project experienced delays through the pump equipment manufacturing process, as well as the coordination with adjacent Getwell Road widening construction and poor soil conditions along recently installed drainage structures and curb. Due to the aforementioned delays, Brocato Construction has requested a time extension in the amount of 30 calendar days. This change request is solely based on a time extension.

We have reviewed the details validating this time extension and find it justifiable within the contract. There are no additional construction engineering fees associated with this time extension request. Please have this time extension change request brought before the board for review at the next available meeting.

If you have any questions concerning this matter or need any additional information, please do not hesitate to contact our office.

Sincerely,

NEEL-SCHAFFER, INC.



Sean E. Hilsdon, P.E.
Project Manager

/seh

Enclosures: Change Order No. 1 (time extension)

7.

Bid Acceptance - Greenbrook
Park Concessions Building

8.

Resolution to Clean Private Property

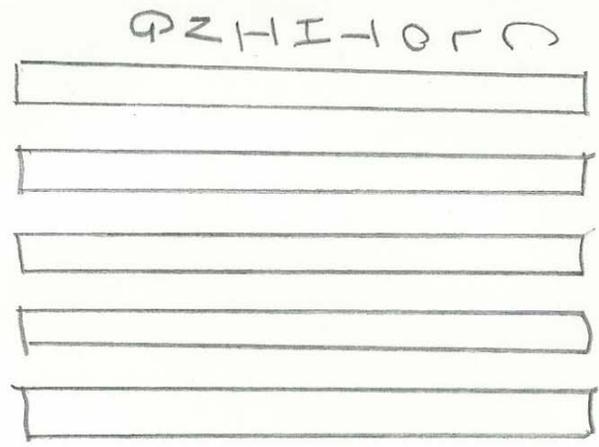
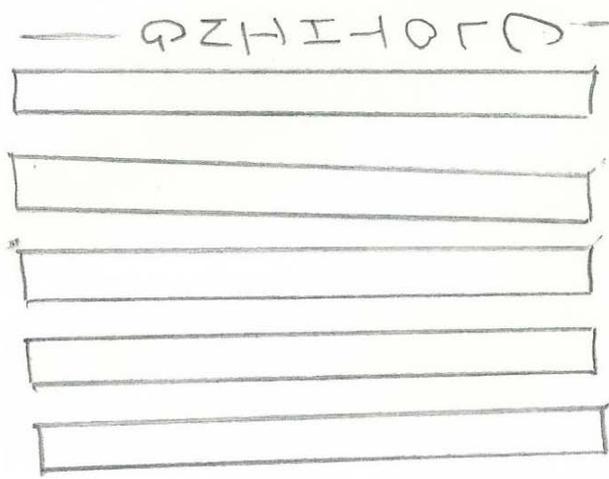
City of Southaven
Office of Planning and Development
Conditional Permit Use Staff Report



Date of Hearing:	October 26, 2015
Public Hearing Body:	Planning Commission
Applicant:	Zowee Shanks 2613 Richman Circle Corinth, MS 38634 615-800-1692
Total Acreage:	NA
Existing Zone:	201 Stateline Road Suites 9a, 9b and 10
Location of Conditional Use Application:	Southeast corner of Stateline Road and Marketplace Drive
Requirements for CUP:	
Consignment stores shall be allowed in the Hwy. 51 and Stateline Road (Main Street) district via a conditional use permit and so as there is not an existing consignment shop within a ½ mile radius from the proposed site.	
Comprehensive Plan Designation:	General Commercial (C-3)
Staff Comments:	The applicant is requesting a conditional use permit to open consignment store on the south side of Stateline Road, east of Marketplace Drive in the an existing commercial shopping center. Per the applicant’s submittal, this establishment will encompass clothing, health and beauty accessories as well as furniture. They state that it will be a for profit business; however, they will work with local agencies and churches to provide for those in need as well.
Staff Recommendations:	Staff has window surveyed the area to determine the closest location of an existing consignment store. It has been determined that this request meets the ½ mile radius rule. Therefore, the applicant has met the requirements for the conditional use and staff recommends approval of a one (1) year permit with a four (4) year extension to be renewed annually.



HEALTH + BEAUTY



SHOE RACKS

CHECK OUT

Miscellaneous Product

ENTRANCE/
EXIT

ENTRANCE/
EXIT

ENTRANCE/
EXIT

Cleaning
 House hold
 Items
 Clearance
 Items



Stateline Rd W

SOUTHAVEN

Market Place Dr

313

301

385

151
SUITE A

201
SUITE 1

201
SUITE 2

201

201
SUITE 5

201
SUITE 8

201
SUITE 9B

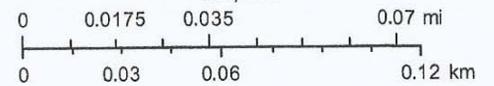
201
SUITE 10

285

285 SUITE 18
285 SUITE 20

October 12, 2015

1:2,257



10.
Mayor's Report

11.

Citizen's Agenda

Personnel Docket

November 17, 2015

Payroll Additions	Position	Department	Start Date	Rate of Pay
Brandon Hodge	Paramedic	Fire-290	TBD	17.51/hour

Payroll Adjustments	Previous Classification	New Classification	Effective Date	Proposed Rate of Pay
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Employee Name	Department	Action Taken	Effective Date	With/Without Pay
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Payroll Deletions	Position	Department	Termination Date	Rate of Pay
James Fleming	Operator	Public Works-311	11/17/15	\$16.74

13.

City Attorney's
Legal Update

City of Southaven
Office of Planning and Development
Subdivision Staff Report



Date of Hearing:	October 26, 2015
Public Hearing Body:	Planning Commission
Applicant:	Reeves Investment Properties, LLC 5627 Getwell Road Bldg G, Suite 4 662-393-4250
Total Acreage:	5.28 acres
Existing Zone:	Planned Unit Development (Central Park)
Location of Subdivision Application	On the west side of Tchulahoma Road, south of Stateline Road
Comprehensive Plan Designation:	Residential

Staff Comments:

The applicant is requesting subdivision approval for Central Park Section “M1” on the west side of Tchulahoma Road, south of Stateline Road. The property was originally rezoned in 1998, which identified this area as a part of Parcel 6. Per the approved text this area had a minimum lot size of 7,200 sq. ft. and a minimum heated square footage of 1,300 sq. ft. with double carports or garages. This section is north of the existing subdivision and north of the existing Crescent Lane, which is the main access into the subdivision. It consists of 5.28 acres of land with 22 lots and no open space. The applicant is providing a new road shown as Central Ridge Drive, which will stub out to the west for future development. The applicant has provided fifty three feet (53’) of right of way dedication for Tchulahoma Road which is required by the City. The applicant has also provided a landscape and sign easement on both sides of the entrance which would be incorporated into lots 827 and 828.

Staff Recommendations:

The applicant has met the minimum requirements set forth in the 1998 PUD text. Staff is concerned with the landscape and sign easement areas shown on the plat. The City has identified many subdivisions which have subdivision signage and landscaping that are in serious disrepair. Most of these subdivisions have no HOA to collect dues to maintain these areas nor do they have a property management company to maintain them. Central Park is one of these identified subdivisions with no HOA and in need of signage and landscape maintenance at the entrances and the City is leery to approve an easement if there is no responsible party. Staff would suggest that the applicant either form an HOA for this purpose to aid in maintenance of not only this entrance but the others as well or provide the City documentation as to a permanent maintenance plan. Staff recommends approval of the subdivision application but contingent on this issue.

NOTE:

THE PLATTED PROPERTY IS SUBJECT TO THOSE COVENANTS, RESTRICTIONS, AND EASEMENTS AS SET FORTH IN DOCUMENT FILED OF RECORD IN BOOK _____ PAGE _____ IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI, TO WHICH DOCUMENT REFERENCE IS HEREBY MADE. ANY PROPERTY OWNER SHALL BE BOUND BY THE TERMS OF SAID DOCUMENTS.

SOUTHAVEN MAYOR AND BOARD OF ALDERMEN

APPROVED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, DESOTO COUNTY, MISSISSIPPI, ON THIS THE _____ DAY OF _____, 20____. MINUTE BOOK _____, PAGE _____

MAYOR'S SIGNATURE _____ ATTEST: CITY CLERK FOR THE MAYOR/BOARD OF ALDERMEN _____

CERTIFICATE OF SURVEYOR

THIS IS TO CERTIFY THAT SOMEONE UNDER MY SUPERVISION HAS DRAWN THE SUBDIVISION SHOWN HEREON AND THE PLAT OF SAME IS ACCURATELY DRAWN FROM A GROUND SURVEY BY ME OR SOMEONE UNDER MY DIRECT SUPERVISION.

MARK FORSYTHE MS NO. 3048 DATE _____

COUNTY OF DESOTO, STATE OF MISSISSIPPI CHANCERY COURT

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON WAS FILED FOR RECORD IN MY OFFICE AT _____ O'CLOCK, _____ M. ON THE _____ DAY OF _____, 20____ AND WAS IMMEDIATELY ENTERED UPON THE PROPER INDEXES AND DULY RECORDED IN PLAT BOOK _____, PAGE _____

SIGNATURE CHANCERY COURT _____

CORPORATE CERTIFICATE

I, _____, OWNER OR AUTHORIZED REPRESENTATIVE OF THE OWNER OF THE PROPERTY, HEREBY ADOPT THIS AS MY PLAN OF SUBDIVISION AND DEDICATE THE RIGHT OF WAY FOR THE ROADS AND UTILITY EASEMENTS AS SHOWN ON THE PLAT OF THE SUBDIVISION TO THE CITY OF SOUTHAVEN, MISSISSIPPI. I CERTIFY THAT I AM THE OWNER IN FEE SIMPLE OF THE PROPERTY AND THAT NO TAXES HAVE BECOME DUE AND PAYABLE.

THIS THE _____ DAY OF _____, 20____.

SIGNATURE _____ PRINTED NAME _____ TITLE _____ REEVES INVESTMENT PROPERTIES, LLC NAME OF CORPORATE ENTITY

MORTGAGEE'S CERTIFICATE

I, _____, MORTGAGEE OF THE PROPERTY HEREON, HEREBY ADOPT THIS AS MY PLAN OF SUBDIVISION AND DEDICATE THE RIGHT OF WAY FOR THE ROADS AS SHOWN ON THE PLAT OF THE SUBDIVISION TO THE CITY OF SOUTHAVEN, MISSISSIPPI FOREVER AND RESERVE FOR THE PUBLIC UTILITIES THE UTILITY EASEMENTS AS SHOWN ON THE PLAT. I CERTIFY THAT I AM THE MORTGAGEE IN FEE SIMPLE OF THE PROPERTY AND THAT NO TAXES HAVE BECOME DUE AND PAYABLE.

THIS THE _____ DAY OF _____, 20____.

SIGNATURE OF MORTGAGEE _____ TITLE _____ BANK NAME _____

SOUTHAVEN PLANNING COMMISSION

APPROVED BY THE SOUTHAVEN, DESOTO COUNTY, MISSISSIPPI, PLANNING COMMISSION ON THIS THE _____ DAY OF _____, 20____.

SIGNATURE - CHAIRPERSON OF PLANNING COMMISSION _____ PRINTED NAME _____

SIGNATURE - SECRETARY _____ PRINTED NAME _____

NOTARY'S CERTIFICATE

STATE OF _____, COUNTY OF _____

REEVES INVESTMENT PROPERTIES, LLC, INCORPORATED IN THE STATE OF _____, COUNTY OF _____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR SAID COUNTY AND STATE ON THIS THE _____ DAY OF _____, 20____, WITHIN MY JURISDICTION, THE WITHIN NAMED _____, WHO ACKNOWLEDGED THAT HE IS _____ OF REEVES INVESTMENT PROPERTIES, LLC, AND THAT FOR AND ON BEHALF OF SAID LIMITED LIABILITY COMPANY, AND AS ITS ACT AND DEED, HE EXECUTED THE ABOVE AND FOREGOING INSTRUMENT, AFTER FIRST HAVING BEEN DULY AUTHORIZED BY SAID LIMITED LIABILITY COMPANY TO DO SO. GIVEN MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 20____.

SIGNATURE OF NOTARY PUBLIC _____ MY COMMISSION EXPIRES _____ SEAL _____

NOTARY'S CERTIFICATE

STATE OF _____, COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE SAID COUNTY AND STATE, ON THE _____ DAY OF _____, 20____ WITHIN MY JURISDICTION, THE WITHIN NAMED _____, WHO ACKNOWLEDGED THAT HE/SHE IS _____ OF _____, AND THAT FOR AND ON BEHALF OF SAID BANK AND AS ITS ACT AND DEED HE/SHE EXECUTED THE ABOVE AND FOREGOING INSTRUMENT, AFTER FIRST HAVING BEEN DULY AUTHORIZED BY SAID BANK TO DO SO.

SIGNATURE OF NOTARY PUBLIC _____ MY COMMISSION EXPIRES _____ SEAL _____

FINAL PLAT OF SECTION M1 CENTRAL PARK NEIGHBORHOOD SECTION 20, T-1-S, R-7-W CITY OF SOUTHAVEN, DESOTO COUNTY, MISSISSIPPI

SEPTEMBER, 2015

ZONING: P.U.D. TOTAL AREA: 5.28 ACRES TOTAL LOTS: 22 OWNER/DEVELOPER: REEVES INVESTMENT PROPERTIES, LLC 5627 GETWELL ROAD BLDG G, SUITE 4 SOUTHAVEN, MS 38672

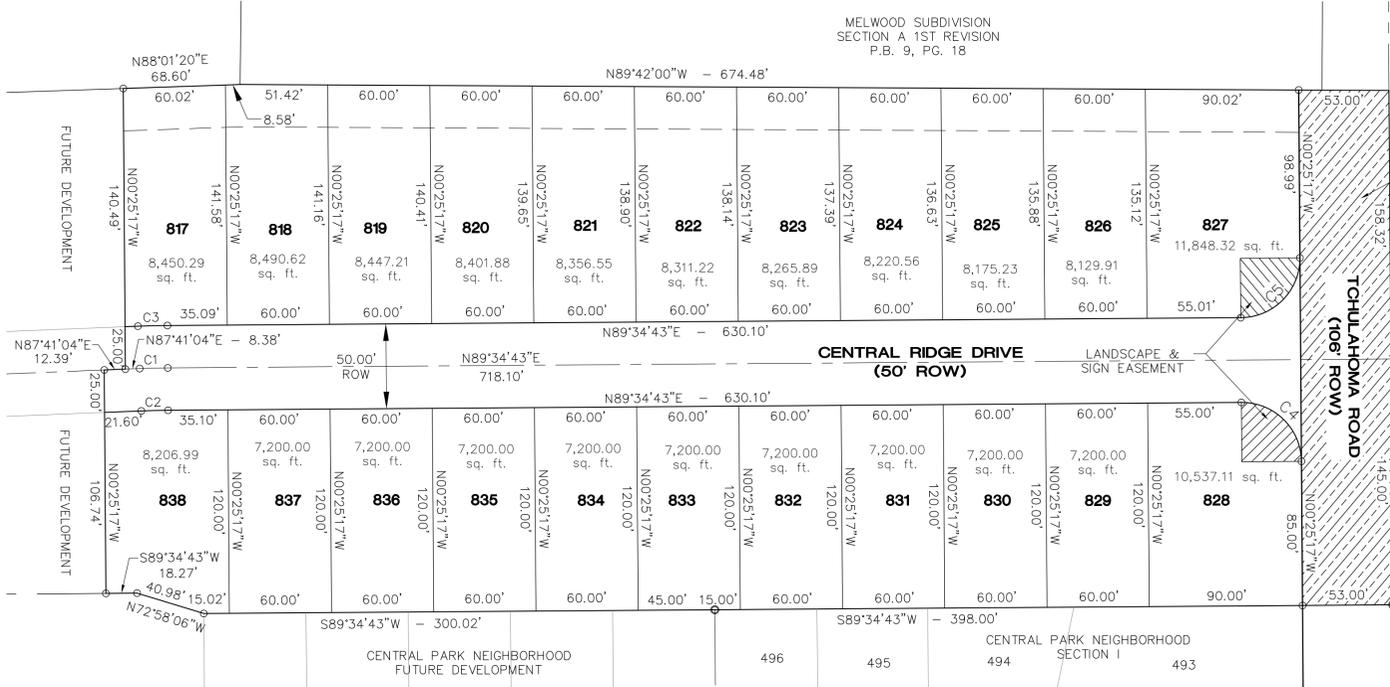
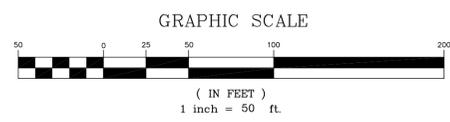
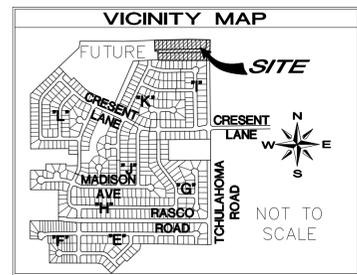


Table with 6 columns: CURVE, DELTA, RADIUS, LENGTH, TANGENT, Ch. L, Ch. Brg. Rows C1 through C5.

- NOTES: 1. MINIMUM SETBACKS ARE AS FOLLOWS: A. 25' FRONT YARD B. 5' SIDE YARD (EACHSIDE) C. 20' REAR YARD 2. A 10 FOOT WIDE UTILITY EASEMENT IS REQUIRED ON ALL STREET FRONTAGE... 3. WATER AND SEWER SERVICE WILL BE PROVIDED BY THE CITY OF SOUTHAVEN. 4. THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA... 5. 1/2" STEEL PIPE IS SET ON ALL REAR PROPERTY CORNERS AND WHERE NOTED (IP). CHISEL MARKS ARE MADE ON THE CURB AT THE EXTENDED PROPERTY LINE AND ARE FOR REFERENCE ONLY.



FINAL PLAT OF SECTION M1 CENTRAL PARK NEIGHBORHOOD SECTION 20, T-1-S, R-7-W CITY OF SOUTHAVEN, DESOTO COUNTY, MISSISSIPPI 1" = 50' SEPTEMBER, 2015

ZONING: P.U.D. TOTAL AREA: 5.28 ACRES TOTAL LOTS: 22 OWNER/DEVELOPER: REEVES INVESTMENT PROPERTIES, LLC 5627 GETWELL ROAD BLDG G, SUITE 4 SOUTHAVEN, MS 38672





The City of Southaven Docket Recap November 17, 2015

General Fund		560,321.18
Balance Sheet	4,761.06	
Mayor Admin	125.51	
Board of Aldermen	-	
Arts And Cultural Affairs	1,987.00	
Court	130,337.69	
Finance & Administration	1,539.57	
Information Technology	7,187.97	
City Clerk	6,584.73	
Operations Department	-	
Planning & Engineering	16,810.45	
Police	25,483.45	
Fire	10,574.06	
Fire Prevention	300.00	
EMS	14,098.71	
Public Works	22,191.66	
Streets	2,751.00	
Parks	24,213.83	
Park Tournaments	13,818.84	
Code Enforcement	1,258.45	
City Fuel	11,940.88	
Expense Accounts	79,337.84	
Administrative Expenses	1,570.00	
Litigation	31,002.65	
Liability Insurance	145,362.50	
Professional Dues	7,083.33	
Bond Funded CAP Proj		418,418.38
Tourist & Convention		343,857.84
Debt Service		6,598.70
Utility Fund		233,886.01
Sanitation Fund		88,957.15
Payroll Fund		15,087.40
DOCKET TOTAL		1,667,126.66

11/13/2015 13:02 CITY OF SOUTHAVEN
 1540PPY1e FY 2016 CLAIMS DOCKET C-111715



YEAR/PERIOD: 2015/12 TO 2016/2 INVOICE PO YEAR/PR TYP S WARRANT CHECK DESCRIPTION

0010 GENERAL FUND
 0010-000-000-00-311901- FUND BALANCE-RES FOR ENCUMB 3,870.00 C-111715 RTU 15 SEAL CURB &
 000469 TRI-STAR COMPANIES, TC5423 15000643 2016 2 INV A

0010-000-000-00-420100-
 024251 SPIN FOR LESS LAUNDR 4820
 ACCOUNT TOTAL 3,870.00
 PRIVILEGE LICENSE 15.00 C-111715 WEST END DISTRICT-B
 ACCOUNT TOTAL 15.00

111 MAYOR ADMIN DEPARTMENT
 0010-100-111-00-626900- TRAVEL & TRAINING
 001092 MATTHEW BENDER & CO. 76396746 2016 2 INV A 69.08 C-111715 MS. CRIM & TRAF LAW
 001092 MATTHEW BENDER & CO. 76638073 2016 2 INV A 56.43 C-111715 MS CODE CRT RULES A

ACCOUNT TOTAL 125.51
 ORG 111 TOTAL 125.51

120 ARTS AND CULTURAL AFFAIRS
 0010-400-120-00-622100- PROFESSIONAL FEES
 004489 JOHNSON CINDY 2016 2 INV A 540.00 C-111715 AEROBICS INSTRUCTOR
 007885 PAULSEN PRINTING COM 77335 2016 2 INV A 102.00 C-111715 MONTHLY MEMBERSHIP
 010525 GORDON LUCIA 2016 2 INV A 330.00 C-111715 YOGA CLASS
 010525 GORDON LUCIA 2016 2 INV A 360.00 C-111715 TAI-CHI CLASS

ACCOUNT TOTAL 690.00

013370 MARY J. CAIN 2016 2 INV A 60.00 C-111715 LINE DANCE CLASS
 013370 MARY J. CAIN 2016 2 INV A 60.00 C-111715 LINE DANCE CLASS

ACCOUNT TOTAL 120.00

017200 SMITH JOYCE W 2016 2 INV A 25.00 C-111715 YOGA CLASS
 017272 PERKINS WENDY 2016 2 INV A 300.00 C-111715 AEROBICS CLASS
 018047 ROBBINS JANICE 2016 2 INV A 90.00 C-111715 YOGA INSTRUCTOR
 021019 CAIN LINDA A 2016 2 INV A 60.00 C-111715 LINE DANCE CLASS
 021019 CAIN LINDA A 2016 2 INV A 60.00 C-111715 LINE DANCE CLASS

ACCOUNT TOTAL 120.00

ACCOUNT TOTAL 1,987.00

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ORG 120 TOTAL 1,987.00

125 COURT DEPARTMENT
 COURT BOND REFUND
 0010-100-125-00-621500- 110415 2016 2 INV A 446.00 C-111715 CASH BOND REFUND
 024173 ADAMS BRANDI LYNN 110415 2016 2 INV A 200.00 C-111715 CASH BOND REFUND
 024174 PARISH GREGORY 110415 2016 2 INV A 200.00 C-111715 CASH BOND REFUND
 024176 ROBERTSON WESLEY E 112815 2016 2 INV A 200.00 C-111715 CASH BOND REFUND

ACCOUNT TOTAL 846.00

0010-100-125-00-621501- COURT FINES
 000955 STATE TREASURER 110215 2016 2 INV A 112,385.22 C-111715 MONTHLY STATE ASSES
 000962 CRIME STOPPERS 110215 2016 2 INV A 1,930.32 C-111715 MONTHLY CRIME STOPP
 000963 DEPT OF PUBLIC SAFET 110215 2016 2 INV A 7,456.63 C-111715 MONTHLY I.W.R.C.P.
 000963 DEPT OF PUBLIC SAFET 110215B 2016 2 INV A 4,872.17 C-111715 MONTHLY IGNITION IN

12,328.80

ACCOUNT TOTAL 126,644.34

0010-100-125-00-621505- COURT SUPPLIES
 000585 BETTER MARKETING KON 142005 2016 2 INV A 519.50 C-111715 COPY PAPER
 001092 MATTHEW BENDER & CO. 76621677 2016 2 INV A 27.66 C-111715 COURT RULES
 001145 ATMOS ENERGY 301886441115 2016 2 INV A 34.34 C-111715 8889 NORTHWEST DR -
 012714 IRON MOUNTAIN LYJ1024 2016 2 INV A 1,444.87 C-111715 SECURE STORAGE SERV
 013136 AT&T 280836771115 2016 2 INV A 265.98 C-111715 FIRE ALARM & PHONE
 014117 MADISON SIGNS 11020 2016 2 INV A 275.00 C-111715 TRAFFIC TICKET ENVE

ACCOUNT TOTAL 2,567.35

0010-100-125-00-622100- PROFESSIONAL SERVICES
 004781 FAMILY MEDICAL CLINI 101615 2016 2 INV A 80.00 C-111715 NEW HIRE DRUG SCREE
 021430 HOLLOWELL WAYNE 110415 2016 2 INV A 200.00 C-111715 SPECIAL PROSECUTOR

ACCOUNT TOTAL 280.00

ORG 125 TOTAL 130,337.69

145 DEPARTMENT OF FINANCE & ADMIN
 0010-100-145-00-610400- OFFICE SUPPLIES
 007600 OFFICE DEPOT 798276333001 2016 2 INV A 18.39 C-111715 KEYBOARD

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ACCOUNT/VENDOR INVOICE PO YEAR/PR TYP S WARRANT CHECK DESCRIPTION

007600 OFFICE DEPOT	800650813001	2016 2 INV A	56.99	C-111715	SUPPLIES
007600 OFFICE DEPOT	800651899001	2016 2 INV A	342.46	C-111715	OFFICE SUPPLIES
007600 OFFICE DEPOT	802539684001	2016 2 INV A	43.06	C-111715	OFFICE SUPPLIES
			460.90		

020731 TYLER BUSINESS FORMS	219398	2016 2 INV A	794.67	C-111715	DIRECT DEPOSIT, PAYR
ACCOUNT TOTAL			1,255.57		

0010-100-145-00-622100-		2016 2 INV A	80.00	C-111715	NEW HIRE DRUG SCREE
004781 FAMILY MEDICAL CLINI	101615	ACCOUNT TOTAL		80.00	

0010-100-145-00-626900-		2016 2 INV A	204.00	C-111715	DUNCAN, MCLIMAIN, MTL
022812 TOWNE PLACE OXFORD	689620000189	ACCOUNT TOTAL		204.00	

0010-100-150-00-610500-		2016 2 INV A	1,539.57		
000342 DELL MARKETING LP	XJRNK9FW6	ACCOUNT TOTAL		1,539.57	

005044 LOWE'S HOME CENTERS,	102515	2016 2 INV A	1,953.98	C-111715	MISC. SUPPLIES
ACCOUNT TOTAL			3,148.84		

0010-100-150-00-610550-		2016 2 INV A	2,200.00	C-111715	OFF SITE STORAGE
014581 ELECTRONIC VAULTING	A212981	ACCOUNT TOTAL		2,200.00	

0010-100-150-00-612500-		2016 2 INV A	60.96	C-111715	2016 ALLOT - BOUCHA
000424 A TO Z ADVERTISING	40404	2016 2 INV A	90.94	C-111715	2016 ALLOT - SMITH
000424 A TO Z ADVERTISING	40405	2016 2 INV A	241.92	C-111715	2016 ALLOT - POOLE
000424 A TO Z ADVERTISING	40447	2016 2 INV A	197.44	C-111715	2016 ALLOT - TIPPIE
000424 A TO Z ADVERTISING	40449	ACCOUNT TOTAL		591.26	

006877 TACTGEAR INC	4521	2016 2 INV A	69.89	C-111715	2016 ALLOT - TIPPIE
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021916 MIDSOUTH SOLUTIONS	82758	2016 2 INV A	108.00	C-111715	2016 ALLOT - HITT
021916 MIDSOUTH SOLUTIONS	82957	2016 2 INV A	72.00	C-111715	2016 ALLOT - VEACH
021916 MIDSOUTH SOLUTIONS	82981	2016 2 INV A	119.99	C-111715	2016 ALLOT - RANDL
ACCOUNT TOTAL			299.99		

ACCOUNT TOTAL			961.14		
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0010-100-150-00-614000- GASOLINE/OIL
 006919 FUELMAN NP45814178 2016 2 INV A 101.63 C-111715 ITEC FUEL
 006919 FUELMAN NP45875581 2016 2 INV A 46.50 C-111715 ITEC FUEL
 148.13
 ACCOUNT TOTAL 148.13

0010-100-150-00-622100- PROFESSIONAL FEES
 001114 UNION AUTO PARTS 521243-00 2016 2 INV A 97.02 C-111715 BATTERY FOR TORNADO
 004781 FAMILY MEDICAL CLINI 101615 2016 2 INV A 160.00 C-111715 NEW HIRE DRUG SCREE
 ACCOUNT TOTAL 257.02

0010-100-150-00-625700- TELEPHONE/POSTAGE
 001137 FEDEX 2412-1149-5 2016 2 INV A 48.83 C-111715 SHIP GETAC TO CDW
 001137 FEDEX 5-213-49295 2016 2 INV A 82.01 C-111715 SHIP DOCK & GETAC T
 130.84
 ACCOUNT TOTAL 130.84

0010-100-150-00-626900- TRAVEL & TRAINING
 022812 TOWNE PLACE OXFORD 6896Z0000189 2016 2 INV A 204.00 C-111715 DUNCAN,MCILWAIN,MUL
 ACCOUNT TOTAL 204.00

ORG 150 TOTAL 7,049.97

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155 OFFICE SUPPLIES
 0010-100-155-00-610400- 2016 2 INV A 345.48 C-111715 MISC. SUPPLIES
 005044 LOWE'S HOME CENTERS, 102515 2016 2 INV A 372.99 C-111715 OFFICE SUPPLIES
 007600 OFFICE DEPOT 802539910001 2016 2 INV A 147.26 C-111715 1099M FORMS
 020731 TYLER BUSINESS FORMS 219082 2016 2 INV A 153.98 C-111715 DIRECT DEPOSIT, PAYR
 020731 TYLER BUSINESS FORMS 219398 2016 2 INV A 301.24

ACCOUNT TOTAL 1,019.71

0010-100-155-00-610401- OFFICE SUPPLY-INVENTORY
 007600 OFFICE DEPOT 802539684001 2016 2 INV A 522.20 C-111715 OFFICE SUPPLIES
 ACCOUNT TOTAL 522.20

0010-100-155-00-625700- TELEPHONE & POSTAGE
 020731 TYLER BUSINESS FORMS 219398 2016 2 INV A 107.58 C-111715 DIRECT DEPOSIT, PAYR



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0010-100-155-00-626100- ADVERTISING 107.58
 001185 DESOTO TIMES-TRIBUNE 2016 2 INV A 250.43 C-111715 AMENDED BUDGET ADVE
 001185 DESOTO TIMES-TRIBUNE 2016 2 INV A 53.28 C-111715 GREENBROOK WATER TR

0010-100-155-00-626900- TRAVEL & TRAINING 303.71
 022812 TOWNE PLACE OXFORD 2016 2 INV A 204.00 C-111715 DUNCAN, MCIIMAIN, MTL

180 PLANNING / ENGINEERING DEPT 2,157.20
 0010-100-180-00-611300- MOTOR VEH REPAIRS/MAINT 150.00 C-111715 CODE ENF. TRUCK DEC
 006917 THE SHOP 2016 2 INV A 150.00

0010-100-180-00-612500- UNIFORMS 13.06
 000983 PARAMOUNT UNIFORMS R 2016 2 INV A 6.53 C-111715 BLDG. DEPT. UNIFORM
 000983 PARAMOUNT UNIFORMS R 2016 2 INV A 6.53 C-111715 UNIFORM SERVICE

0010-100-180-00-620800- URBAN FORESTRY 13.06
 015390 MEMPHIS LAMINATING C 2016 2 INV A 50.60 C-111715 URBAN FORESTRY MATE

0010-100-180-00-622100- PROFESSIONAL FEES 110.00 C-111715 NEW HIRE DRUG SCREE
 004781 FAMILY MEDICAL CLINI 2016 2 INV A 110.00 C-111715

018221 CIVIL-LINK, LLC 2016 2 INV A 4,191.41 C-111715 CENTRAL TO SNOWDEN
 018221 CIVIL-LINK, LLC 2016 2 INV A 12,000.00 C-111715 GENERAL SERVICES OC
 020454 DIRECTFX 2016 2 INV A 16,191.41 LABELS

ACCOUNT TOTAL 162.00 C-111715
 ACCOUNT TOTAL 16,463.41
 ORG 180 TOTAL 16,677.07

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211
0010-200-211-00-610400- POLICE DEPARTMENT
OFFICE SUPPLIES
007600 OFFICE DEPOT 1853940599 2016 2 INV A 37.92 C-111715 PHONE CASE - DET. B
007600 OFFICE DEPOT 801187293001 2016 2 INV A 429.60 C-111715 COPY PAPER
007600 OFFICE DEPOT 801254351001 2016 2 INV A 615.96 C-111715 DESK/BOOKCASE - SHE
007600 OFFICE DEPOT 801254430001 2016 2 INV A 107.70 C-111715 CHAIR - SHEPFIELD

ACCOUNT TOTAL 1,191.18

0010-200-211-00-611000-
001102 SOUTHAVEN SUPPLY 195407 MATERIALS 2016 2 INV A 17.97 C-111715 REMOVE/CLEANER

ACCOUNT TOTAL 17.97

0010-200-211-00-611300-
000836 COUNTRY FORD INC 6010101 MAINTENANCE VEHICLES 2016 2 INV A 139.71 C-111715 3081-CONNECTOR & BU

ACCOUNT TOTAL 640.95

000979 SOUTHAVEN CAR CARE 20066
001102 SOUTHAVEN SUPPLY 192313 2016 2 INV A 4.48 C-111715 DBL SIDED KEY
001102 SOUTHAVEN SUPPLY 192315 2016 2 CRM A -4.48 C-111715 CREDIT
001102 SOUTHAVEN SUPPLY 193305 2016 2 INV A 10.74 C-111715 SINGLE CUT KEY
001102 SOUTHAVEN SUPPLY 195385 2016 2 INV A 7.99 C-111715 REPLACEMENT SPOUT

ACCOUNT TOTAL 18.73

001962 IDEAL TIRE SALES 459095 2016 2 INV A 20.00 C-111715 3000-ROTATION
001962 IDEAL TIRE SALES 459121 2016 2 INV A 15.00 C-111715 3060-FLAT REPAIR
001962 IDEAL TIRE SALES 459160 2016 2 INV A 205.90 C-111715 3099-ROTORs AND PAD
001962 IDEAL TIRE SALES 459202 2016 2 INV A 514.45 C-111715 MOTOR TRAITER-PLATE
001962 IDEAL TIRE SALES 459255 2016 2 INV A 54.00 C-111715 SPANES-MT/BAL, FLAT
001962 IDEAL TIRE SALES 459285 2016 2 INV A 18.00 C-111715 3104-FLAT REPAIR
001962 IDEAL TIRE SALES 459357 2016 2 INV A 40.00 C-111715 3114-MT/BAL, DISCAR
001962 IDEAL TIRE SALES 459397 2016 2 INV A 40.00 C-111715 3108-MT/BAL, AND DI

ACCOUNT TOTAL 907.35

004246 HARBOR FREIGHT TOOLS TKT-0186503 2016 2 INV A 117.67 C-111715 JACK, BUNGEEs, GLOV

006706 LANDERS DODGE 202468 2016 2 INV A 1,590.49 C-111715 3126-FRT SUSPENSION

007304 O'REILLYS AUTO PARTS 1791-354284 2016 2 INV A 40.47 C-111715 WIPER BLADES

022896 VALVOLINE 20079 2016 2 INV A 213.70 C-111715 3127-DIAG. & BATTER
022896 VALVOLINE 77704 2016 2 INV A 38.74 C-111715 3093-O/C
022896 VALVOLINE 77719 2016 2 INV A 39.08 C-111715 3141-O/C
022896 VALVOLINE 77761 2016 2 INV A 39.08 C-111715 3045-O/C
022896 VALVOLINE 77850 2016 2 INV A 39.08 C-111715 3052-O/C
022896 VALVOLINE 77904 2016 2 INV A 38.74 C-111715 3091-O/C

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022896 VALVOLINE	78044	2016	2	INV A				3124-O/C
022896 VALVOLINE	78079	2016	2	INV A				3124-O/C
022896 VALVOLINE	86770	2016	2	INV A				3110-O/C

ACCOUNT TOTAL 524.98

0010-200-211-00-612200- MAINTENANCE EQUIPMENT & BUILD
 005044 LOWE'S HOME CENTERS, 102515 2016 2 INV A 22.56 C-111715 MISC. SUPPLIES

ACCOUNT TOTAL 22.56

0010-200-211-00-612500- UNIFORMS
 000175 ANDERSON, WILLIAM M 111015 2016 2 INV A 106.00 C-111715 2016 REIMBURSEMENT

000979 SOUTHAVEN CAR CARE 20059 2016 2 INV A 512.29 C-111715 3043-ALTERNATOR

009101 BOTACH TACTICAL 135268 2016 2 INV A 269.95 C-111715 PERKINS, WAYNE 2016

011493 BARNEY'S POLICE SUPP 712592 2016 2 INV A 52.99 C-111715 HOLSTER

012445 ACCURATE LAW ENFOR 7202 2016 2 INV A 29.98 C-111715 GOFF, KEITH 2016 AL
 012445 ACCURATE LAW ENFOR 7210 2016 2 INV A 89.99 C-111715 SCALLORN, JASON 201
 012445 ACCURATE LAW ENFOR 7230 2016 2 INV A 139.98 C-111715 JAMES, EDDIE 2016 A
 012445 ACCURATE LAW ENFOR 7231 2016 2 INV A 85.50 C-111715 SCOTT, DENNIS 2016

ACCOUNT TOTAL 345.45

021916 MIDSOUTH SOLUTIONS	82206	2016	2	INV A				NAMEPLATE & CHEVRON
021916 MIDSOUTH SOLUTIONS	82357	2016	2	INV A				BURNHAM, TIM 2016 A
021916 MIDSOUTH SOLUTIONS	82358	2016	2	INV A				BANKS, WAYLON 2016
021916 MIDSOUTH SOLUTIONS	82368	2016	2	INV A				WALLEY, WHITNEY 201
021916 MIDSOUTH SOLUTIONS	82514	2016	2	INV A				CRUM, TARA 2016 AL
021916 MIDSOUTH SOLUTIONS	82526	2016	2	INV A				NORWOOD, MONTE 2016
021916 MIDSOUTH SOLUTIONS	82529	2016	2	INV A				PIERCE, TODD 2016 A
021916 MIDSOUTH SOLUTIONS	82532	2016	2	INV A				RICH, JOEL 2016 ALL
021916 MIDSOUTH SOLUTIONS	82534	2016	2	INV A				SCRUGGS, JEFF 2016
021916 MIDSOUTH SOLUTIONS	82537	2016	2	INV A				COOKE, JACOB 2016 A
021916 MIDSOUTH SOLUTIONS	82659	2016	2	INV A				YORK, NICK 2016 ALL
021916 MIDSOUTH SOLUTIONS	82726	2016	2	INV A				RIGGS, BOBBY 25016
021916 MIDSOUTH SOLUTIONS	82728	2016	2	INV A				BURNHAM, TIM 2016 A
021916 MIDSOUTH SOLUTIONS	82732	2016	2	INV A				ANDERSON, MATT 2016
021916 MIDSOUTH SOLUTIONS	82733	2016	2	INV A				SAMPLES, TODD 2016
021916 MIDSOUTH SOLUTIONS	82741	2016	2	INV A				HOLIDAY, LEE 2016
021916 MIDSOUTH SOLUTIONS	82952	2016	2	INV A				VICKERS, BRENT 2016
021916 MIDSOUTH SOLUTIONS	82956	2016	2	INV A				SNOW, SANDRA 2016 A
021916 MIDSOUTH SOLUTIONS	82958	2016	2	INV A				FOX, JUSTIN 2016 AL
021916 MIDSOUTH SOLUTIONS	82978	2016	2	INV A				MARSHALL, DOUG 2016
021916 MIDSOUTH SOLUTIONS	82980	2016	2	INV A				BOARD, JEREMY 2016 A
021916 MIDSOUTH SOLUTIONS	82983	2016	2	INV A				SAMPLES, TODD 2016
021916 MIDSOUTH SOLUTIONS	82983	2016	2	INV A				BAGGETT, TODD 2016

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ACCOUNT/VENDOR 022719 UMB CARD SERVICES 1101205 2016 2 INV A 264.61 C-111715 MATERIALS, CERTIFICA

ACCOUNT TOTAL 390.12

0010-200-211-00-661800- CONFISCATED FUNDS-LOCAL
 004230 WEST GROUP PAYMENT 832826024 2016 2 INV A 288.70 C-111715 OCT 2015-CLEAR WEB

ACCOUNT TOTAL 288.70

ORG 211 TOTAL 25,483.45

290 FIRE DEPARTMENT
 0010-200-290-00-610600- COMPUTER LICENSE 2016 2 INV A 24.18 C-111715 POWER SUPPLY - NET

000739 CDW GOVERNMENT INC 2V16611 2016 2 INV A 198.77 C-111715 NETWORK EQUIPMENT

ACCOUNT TOTAL 222.95

MATERIALS 2016 2 INV A 126.52 C-111715 MISC. SUPPLIES

ACCOUNT TOTAL 126.52

0010-200-290-00-611300- MAINTENANCE VEHICLES
 000691 NORTH MISSISSIPPI TI 0060546 2016 2 INV A 748.96 C-111715 TRUCK 3 TIRES

000883 AMERICAN TIRE REPAIR 123820 2016 2 INV A 60.00 C-111715 T-3 MOUNT AND DISMO

007304 O'REILLYS AUTO PARTS 1791-354337 2016 2 INV A 40.74 C-111715 E-4

ACCOUNT TOTAL 849.70

0010-200-290-00-612200- MAINTENANCE EQUIPMENT & BUILD
 000092 ALL MAJOR APPLIANCE 96780 2016 2 INV A 79.95 C-111715 FS #3-WATER LEAK

000539 OVERHEAD DOOR CO MEM 311492 2016 2 INV A 165.00 C-111715 STATION 3 DOOR REPA

000615 PAYNES LOCKSMITH SER 7849 2016 2 INV A 527.44 C-111715 STATION 4 LOCK REPA

000650 G & W DIESEL SERVICE 119374 2016 2 INV A 236.21 C-111715 SCBA REPAIRS

005044 LOWE'S HOME CENTERS, 102515 2016 2 INV A 217.36 C-111715 MISC. SUPPLIES

ACCOUNT TOTAL 1,225.96

0010-200-290-00-614000- FUEL & OIL
 000339 SAYLE OIL CO INC 284189 16000057 2016 2 INV A 516.43 C-111715 FUEL FOR THE STATIO

000339 SAYLE OIL CO INC 284190 16000057 2016 2 INV A 553.32 C-111715 FUEL FOR THE STATIO

000339 SAYLE OIL CO INC 284192 16000057 2016 2 INV A 774.63 C-111715 FUEL FOR THE STATIO



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006919 FUELMAN NP45709925 2016 2 INV A 108.66 C-111715 FUELMAN CARDS
 006919 FUELMAN NP45813715 2016 2 INV A 46.68 C-111715 10/26-11/1/2015 FUE

0010-200-290-00-622100- 361636
 004622 W.M.DROKE
 PROFESSIONAL SERVICES
 2016 2 INV A 240.00 C-111715 PLANS REVIEW
 ACCOUNT TOTAL 1,999.74

022237 REGION IV MENTAL HEA 10-15
 ACCOUNT TOTAL 435.00
 PRE-EMPLOYMENT EVAL

0010-200-290-00-625700- 5-220-85639
 001137 PEDEX
 TELEPHONE & POSTAGE
 2016 2 INV A 18.55 C-111715 SHIPPING CHARGES
 ACCOUNT TOTAL 483.83

018521 SOUTHERN TELECOMMUNI 102715
 ACCOUNT TOTAL 255.55
 OXYGEN
 OXYGEN
 OXYGEN

0010-200-290-00-626700-
 020843 TESS COMPANY 375925
 020843 TESS COMPANY 376068
 020843 TESS COMPANY 376617
 RENTALS
 2016 2 INV A 49.90 C-111715
 2016 2 INV A 54.65 C-111715
 2016 2 INV A 151.00 C-111715
 ACCOUNT TOTAL 255.55

0010-200-290-00-626900-
 000958 MS STATE FIRE ACADEM 23724
 000958 MS STATE FIRE ACADEM 23757
 000958 MS STATE FIRE ACADEM 23783
 TRAVEL & TRAINING
 16000052 2016 2 INV A 2,590.00 C-111715 TRAINING CLASSES
 2016 2 INV A 68.00 C-111715 LANDERS- TRENCH RES
 2016 2 INV A 720.00 C-111715 FORD & SPROUSE
 ACCOUNT TOTAL 3,378.00

001102 SOUTHAVEN SUPPLY 195536 2016 2 INV A 49.00 C-111715 TRAINING CENTER CAB
 007368 ADAM, LANDERS 102515 2016 2 INV A 145.00 C-111715 MEALS ALLOTMENT WHI
 009579 DEVORE DOUTG 11122015 2016 2 INV A 145.00 C-111715 MSFA FIREGROUND LEA
 012391 JONES AND BARTLETT 3295554 2016 2 INV A 142.37 C-111715 FIRE OFFICER BOOKS
 012820 MCCOY GEORGE 110215 2016 2 INV A 145.00 C-111715 MEAL ALLOTMENT @ MS



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013449 SPROUSE RALIEGH 11092015 2016 2 INV A 145.00 C-111715 MSPA ALLOTMENT

022812 TOWNNE PLACE OXFORD 6896Z0000189 2016 2 INV A 204.00 C-111715 DUNCAN,MCILWAIN,MDL

295
 0010-200-295-00-626900- 11102015
 022633 NMMCEA
 FIRE PREVENTION
 TRAVEL & TRAINING
 2016 2 INV A 300.00 C-111715 GENTRY,ROWLAND,KILL

ACCOUNT TOTAL 300.00
 ORG 295 TOTAL 300.00

297
 0010-200-297-00-610701-
 000335 MOORE MEDICAL CORP 98863315
 000335 MOORE MEDICAL CORP 988636211
 EMS
 MEDICAL SUPPLIES
 16000055 2016 2 INV A 4,274.75 C-111715
 16000055 2016 2 INV A 407.00 C-111715
 4,681.75

000582 BOUND TREE MEDICAL 81949988 2016 2 INV A 51.40 C-111715 MEDICAL SUPPLIES

015430 ZOLL MEDICAL CORPORA 2304344 2016 2 INV A 1,890.52 C-111715 MEDICAL SUPPLIES

021392 MERCURY MEDICAL 731352 2016 2 INV A 353.63 C-111715 X-COLLARS

0010-200-297-00-611300-
 000189 HOMER SKELTION FORD 6027366
 000189 HOMER SKELTION FORD 6027562
 000189 HOMER SKELTION FORD 6027722
 MOTOR VEH REPAIRS/MAINT
 2016 2 INV A 1,747.89 C-111715 U-6
 2016 2 INV A 177.27 C-111715 U-1 FUEL FILTER AND
 2016 2 INV A 816.30 C-111715 U-2 MAINTENANCE
 2,741.46

000650 G & W DIESEL SERVICE 318989 2016 2 INV A 112.50 C-111715 SIREN REPAIR U-5

000836 COUNTRY FORD INC 6010220 2016 2 INV A 117.28 C-111715 U-2 OIL CHANGE

005609 FAST AUTO GLASS 1036551 2016 2 INV A 185.00 C-111715 U-2 WINDSHIELD

007304 O'REILLYS AUTO PARTS 1791-354562 2016 2 INV A 35.97 C-111715 U-6 ANTIFREEZE

ACCOUNT TOTAL 3,192.21

0010-200-297-00-620901-
 019311 CREDIT BUREAU SYSTEM 307400000115 BILLING SERVICES
 2016 2 INV A 875.20 C-111715 OCT 2015 EMS COLLEC
 992642 WIMBERLYWANDAB 1535-SHP 2016 2 INV A 12.00 C-111715 EMS BILLING REFUND



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 ACCOUNT/VENDOR INVOICE PO YEAR/PR TYP S WARRANT CHECK DESCRIPTION

0010-200-297-00-6222100-
 012561 EMERGENCY MEDICAL RE 308
 012561 EMERGENCY MEDICAL RE 309

PROFESSIONAL FEES
 2016 2 INV A 1,500.00 C-111715 MED CONTROL - OCTOB
 2016 2 INV A 1,500.00 C-111715 MED CONTROL - NOVEM
 ACCOUNT TOTAL 3,000.00
 ACCOUNT TOTAL 3,000.00

0010-200-297-00-626900-
 012746 SMITH KEVIN 110515

TRAVEL & TRAINING
 2016 2 INV A 42.00 C-111715 REIMBURSEMENT FOR E
 ACCOUNT TOTAL 42.00
 ORG 297 TOTAL 14,098.71

311
 0010-300-311-00-611000-
 000354 METER SERVICE AND SU 3163
 000354 METER SERVICE AND SU 3216

PUBLIC WORKS DEPARTMENT
 MATERIALS
 2016 2 INV A 2,625.00 C-111715 JORDAN MEADOWS - RI
 2016 2 INV A 186.20 C-111715 MATERIALS
 2,811.20

000663 BULLFROG AMOCO 5920514
 000759 LEHMAN ROBERTS CO 35700
 000759 LEHMAN ROBERTS CO 35749
 000759 LEHMAN ROBERTS CO 35874
 000759 LEHMAN ROBERTS CO 35998

2016 2 INV A 80.00 C-111715 MATERIAL FOR EQUIPM
 2016 2 INV A 174.95 C-111715 MATERIALS
 2016 2 INV A 1,516.25 C-111715 MATERIALS
 2016 2 INV A 545.00 C-111715 MATERIALS
 2,213.25 C-111715 MATERIALS
 4,449.45

000775 TRAF MARK INC 2232
 002227 JACKSON PAPER COMPAN 639487
 002869 VULCAN CONSTRUCTION 31037753
 006819 RIVERSIDE TRAFFIC SY 7132093

2016 2 INV A 240.00 C-111715 MATERIALS/SIGNS
 2016 2 INV A 260.54 C-111715 TISSUE - PUBLIC WOR
 2016 2 INV A 892.16 C-111715 MATERIALS
 16000015 2016 2 INV A 3,000.00 C-111715 TO STRIPE 4 SETS OF
 ACCOUNT TOTAL 11,733.35

0010-300-311-00-611300-
 000715 THOMPSON MACHINERY W0310065335
 001114 UNION AUTO PARTS 509841-00
 001150 NAPA GENUINE PARTS C 655151
 007304 O'REILLYS AUTO PARTS 1257-229641

MAINTENANCE VEHICLES
 2016 2 INV A 509.66 C-111715 GENERATOR REPAIR
 2016 2 INV A 62.45 C-111715 MATERIALS FOR SHOP
 2016 2 INV A 14.15 C-111715 MATERIALS FOR SHOP
 2016 2 INV A 31.08 C-111715 MATERIALS FOR SHOP

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007304 O'REILLYS AUTO PARTS 1791-354587 2016 2 INV A 99.45 C-111715 MATERIALS FOR SHOP

013491 GATEWAY TIRE 1102967284 2016 2 INV A 130.53 MATERIALS FOR SHOP

017952 HOTSY OF MEMPHIS 11181 2016 2 INV A 1,375.00 C-111715 MATERIALS FOR SHOP

019912 GOODYEAR TIRE 42510038 2016 2 INV A 709.64 C-111715 MATERIALS FOR SHOP

ACCOUNT TOTAL 2,891.38

0010-300-311-00-612200- MAINTENANCE EQUIPMENT & BUILD

000669 CAMPER CITY USA INC 2016 2 INV A 229.00 C-111715 MATERIALS FOR EQUIP

000669 CAMPER CITY USA INC 2016 2 INV A 159.00 C-111715 MATERIALS FOR EQUIP

000669 CAMPER CITY USA INC 2016 2 INV A 329.00 C-111715 MATERIALS FOR EQUIP

ACCOUNT TOTAL 717.00

0010-300-311-00-612500- UNIFORMS

000309 COMBOY CORNER INC 2016 2 INV A 100.00 C-111715 UNIFORM BOOTS

000309 COMBOY CORNER INC 2016 2 INV A 100.00 C-111715 UNIFORMS - BOOTS

000309 COMBOY CORNER INC 2016 2 INV A 100.00 C-111715 UNIFORMS - BOOTS

000309 COMBOY CORNER INC 2016 2 INV A 90.91 C-111715 UNIFORM - BOOTS

000309 COMBOY CORNER INC 2016 2 INV A 100.00 C-111715 UNIFORMS - BOOTS

000309 COMBOY CORNER INC 2016 2 INV A 90.91 C-111715 UNIFORM - BOOTS

ACCOUNT TOTAL 672.73

000983 PARAMOUNT UNIFORMS R 2016 2 INV A 580.26 C-111715 UNIFORMS

000983 PARAMOUNT UNIFORMS R 2016 2 INV A 74.26 C-111715 UNIFORMS

000983 PARAMOUNT UNIFORMS R 2016 2 CRM A -57.75 C-111715 CREDIT

ACCOUNT TOTAL 596.77

0010-300-311-00-622100- PROFESSIONAL SERVICES

000715 THOMPSON MACHINERY 2016 2 INV A 1,960.00 C-111715 RENTAL FOR SHOP

005095 WOODS TREE SERVICE 16000042 2016 2 INV A 2,500.00 C-111715 TAKE THE WHOLE TREE

022719 UMB CARD SERVICES 1101205 2016 2 INV A 283.61 C-111715 MATERIALS, CERTIFICA

ACCOUNT TOTAL 4,743.61

0010-300-311-00-626000- UTILITIES

001388 HORN LAKE WATER ASSO 11202015 2016 2 INV A 271.70 C-111715 5813 PEPPERCHASE

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ACCOUNT/VENDOR	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
315				
0010-300-315-00-612200-				
023731 TRANSPORTATION CONTR				4 CHANNEL MOUTLIMODE
101403				
	ACCOUNT TOTAL			271.70
	ORG 311 TOTAL			21,626.54

ACCOUNT/VENDOR	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
411				
0010-400-411-00-611300-				
001150 NAPA GENUINE PARTS C				#513 HEADLAMP
124103				
009578 GATEWAY TIRE & SERV				OIL CHANGE 2006 FOR
1102969153				
	ACCOUNT TOTAL			46.44
	ORG 315 TOTAL			2,751.00

ACCOUNT/VENDOR	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
0010-400-411-00-612200-				
000308 MAINTENANCE SUPPLY				NUTS, FLAT WASHER,
196835				TY-WRAP NYLON
000308 MAINTENANCE SUPPLY				
196837				
	ACCOUNT TOTAL			798.98
	ORG 315 TOTAL			187.20

ACCOUNT/VENDOR	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
000734 MAGNOLIA ELECTRIC				BULBS/ARENA
209839-IN				
	ACCOUNT TOTAL			337.82
	ORG 315 TOTAL			51.14

ACCOUNT/VENDOR	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
005044 LOWE'S HOME CENTERS,				MISC. SUPPLIES
102515				
	ACCOUNT TOTAL			431.37
	ORG 315 TOTAL			297.13

ACCOUNT/VENDOR	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
0010-400-411-00-612201-				
000983 PARAMOUNT UNIFORMS R				MATS
0332851				
006479 AIRGAS MID SOUTH				CYLINDER RENTAL
9931247273				
	ACCOUNT TOTAL			229.91
	ORG 315 TOTAL			236.36

ACCOUNT/VENDOR	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
008127 WASTE CONNECTIONS OF				SOCCER FIELD
4300163				
008127 WASTE CONNECTIONS OF				PARKS BLDG.
4497371				

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ACCOUNT/VENDOR INVOICE PO YEAR/PR TYP S WARRANT CHECK DESCRIPTION

008127 WASTE CONNECTIONS OF 4499975
2016 2 INV A 129.82 C-111715 ARENA
008127 WASTE CONNECTIONS OF 4500066
2016 2 INV A 1,258.43 C-111715 SNOWDEN GROVE BALL

024165 BEACON ATHLETICS 21413
16000043 2016 2 INV A 1,378.00 C-111715 FIELD WEIGHTS FOR B
ACCOUNT TOTAL 3,299.10

0010-400-411-00-612305-
024175 EAKINS CHERYL 103015
PARK RENTAL REFUND
2016 2 INV A 150.00 C-111715 REFUND DEPOSIT
ACCOUNT TOTAL 150.00

0010-400-411-00-612300-
000983 PARAMOUNT UNIFORMS R 0331128
MUNICIPAL GOLF COURSE EXPENSE
2016 2 INV A 34.76 C-111715 GOLF UNIFORMS
008127 WASTE CONNECTIONS OF 4497994
2016 2 INV A 58.80 C-111715 GOLF COURSE
ACCOUNT TOTAL 93.56

0010-400-411-00-612500-
000983 PARAMOUNT UNIFORMS R 0332516
UNIFORMS
2016 2 INV A 34.76 C-111715 GOLF UNIFORMS
000983 PARAMOUNT UNIFORMS R 0332839
2016 2 INV A 330.87 C-111715 PARK UNIFORMS
ACCOUNT TOTAL 365.63

0010-400-411-00-613400-
000308 MAINTENANCE SUPPLY 196862
COMMUNITY EVENTS
2016 2 INV A 344.00 C-111715 NYLON WRAP FOR LIGH
000611 SIGNS & STUFF 92189
2016 2 INV A 20.00 C-111715 NUMBER PATCHES FOR
005044 LOWE'S HOME CENTERS, 102515
2016 2 INV A 55.85 C-111715 MISC. SUPPLIES
011401 LIGHT BULB DEPOT, LL 51467164
2016 2 INV A 957.00 C-111715 ROPE LIGHTS/SOUTHER
022719 UMB CARD SERVICES 1101205
2016 2 INV A 232.94 C-111715 MATERIALS,CERTIFICA
ACCOUNT TOTAL 1,609.79

0010-400-411-00-621900-
003923 MS SOCCER ASSO 110415
ASSOCIATIONAL DUES
16000058 2016 2 INV A 7,964.00 C-111715 DEBOTO COUNTY SOCCE
ACCOUNT TOTAL 7,964.00

0010-400-411-00-622100-
000216 GRASSLAND IRRIGATION 117401416
PROFESSIONAL SERVICES
2016 2 INV A 877.50 C-111715 SOCCER COMPLEX REPA
000615 PAYNES LOCKSMITH SER 7846
2016 2 INV A 901.32 C-111715 SOCCER KEY - 6 SNOW

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ACCOUNT/VENDOR INVOICE PO YEAR/PR TYP S WARRANT CHECK DESCRIPTION

004781 FAMILY MEDICAL CLINT 101615 2016 2 INV A 80.00 C-111715 NEW HIRE DRUG SCREE
011134 WHITFIELD 44470 2016 2 INV A 95.00 C-111715 PHILLIP LEACH PARK

ACCOUNT TOTAL 1,953.82

0010-400-411-00-625700- 280025851115 TELEPHONE & POSTAGE
013136 AT&T 2016 2 INV A 191.93 C-111715 ARENA

016529 DIRECTV 270856754 2016 2 INV A 94.46 C-111715 SOUTHAVEN PARK AND
018341 SPORTS PHONE 5095-2016 2016 2 INV A 199.00 C-111715 PARENT HOT LINE REC
018341 SPORTS PHONE 5096-2016 2016 2 INV A 199.00 C-111715 PARENT HOT LINE - G
018341 SPORTS PHONE 5097-2016 2016 2 INV A 199.00 C-111715 PARENTS HOT LINE -

597.00

018521 SOUTHERN TELECOMMUNT 102715 2016 2 INV A 114.73 C-111715 ALARMS, FAXES, DISP

ACCOUNT TOTAL 998.12

0010-400-411-00-626000- 301501771215 UTILITIES
001145 ATMOS ENERGY 2016 2 INV A 19.72 C-111715 1320 BROOKHAVEN DR

ACCOUNT TOTAL 19.72

0010-400-411-00-627901- 110515 UMPIRES
000974 WINDSOR, JIM 2016 2 INV A 300.00 C-111715 FOOTBALL UMPIRE

UMPIRES

000975 SMITH BILLY K 110515 2016 2 INV A 180.00 C-111715 FOOTBALL UMPIRE
000976 WILLIAMS, TIM 110515 2016 2 INV A 180.00 C-111715 FOOTBALL UMPIRE

002574 CARSON, MICHAEL A 111015 2016 2 INV A 220.00 C-111715 SOCCER OFFICIAL

002857 TURNER DALE 110415 2016 2 INV A 50.00 C-111715 SOFTBALL OFFICIALS

006653 STRIBLING KEITH 110415 2016 2 INV A 50.00 C-111715 SOFTBALL OFFICIALS

009136 SINGUEFIELD MURRAY 110515 2016 2 INV A 195.00 C-111715 FOOTBALL UMPIRE

015544 KLINCK MATTHEW 111015 2016 2 INV A 105.00 C-111715 SOCCER OFFICIAL

015545 KLINCK ZACHARY A 111015 2016 2 INV A 475.00 C-111715 SOCCER OFFICIAL

016877 LEWIS RODNEY S 110515 2016 2 INV A 180.00 C-111715 FOOTBALL UMPIRE

018061 DOVER LARRY 110515 2016 2 INV A 270.00 C-111715 FOOTBALL UMPIRE

018073 KLINCK ANDREW 111015 2016 2 INV A 105.00 C-111715 SOCCER OFFICIAL

018076 CHENOWETH BRANDON 111015 2016 2 INV A 50.00 C-111715 SOCCER UMPIRE

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ACCOUNT/VENDOR INVOICE PO YEAR/PR TYP S WARRANT CHECK DESCRIPTION

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
018077 NAULT OLIVIA	111015		2016	2	INV A	35.00 C-111715		SOCCER UMPIRE
018139 MOORE JEREMY	110515		2016	2	INV A	195.00 C-111715		FOOTBALL UMPIRE
018178 CAMPBELL PATRICK	110515		2016	2	INV A	90.00 C-111715		FOOTBALL UMPIRE
018755 BOYLAN JESSIE LEE	110515		2016	2	INV A	90.00 C-111715		FOOTBALL UMPIRE
018965 WAMMACK TERRY	110515		2016	2	INV A	180.00 C-111715		FOOTBALL UMPIRE
021386 FORREST JERE JOE	111015		2016	2	INV A	80.00 C-111715		SOCCER OFFICIAL
021695 BRITT WILLIAM	110515		2016	2	INV A	90.00 C-111715		FOOTBALL UMPIRE
022408 BOLANOS AMY	111015		2016	2	INV A	115.00 C-111715		SOCCER OFFICIAL
022623 TARTT JEFFERY	110515		2016	2	INV A	90.00 C-111715		FOOTBALL UMPIRE
023078 MALONE GABRIEL	111015		2016	2	INV A	25.00 C-111715		SOCCER UMPIRE
023080 WOODS KOLBY LEE	111015		2016	2	INV A	60.00 C-111715		SOCCER OFFICIAL
024015 RENA BRIAN	110515		2016	2	INV A	180.00 C-111715		FOOTBALL UMPIRE
024016 WAMMACK RYAN	110515		2016	2	INV A	90.00 C-111715		FOOTBALL UMPIRE
024017 CARLIN DOMENICK	110515		2016	2	INV A	105.00 C-111715		FOOTBALL UMPIRE
024018 THOMAS OWEN TAYLOR	111015		2016	2	INV A	50.00 C-111715		SOCCER OFFICIAL
024019 THOMPSON SETH	111015		2016	2	INV A	25.00 C-111715		SOCCER UMPIRE
024020 DENNIS ROBERT G	111015		2016	2	INV A	50.00 C-111715		SOCCER UMPIRE
024021 FONTENOT JARED	111015		2016	2	INV A	50.00 C-111715		SOCCER OFFICIAL
024022 MEDFORD KRISTINA	111015		2016	2	INV A	60.00 C-111715		SOCCER OFFICIAL
024023 LUTTRELL SAMUEL	111015		2016	2	INV A	40.00 C-111715		SOCCER UMPIRE
024024 WILLIAMS TAYLOR	111015		2016	2	INV A	50.00 C-111715		SOCCER OFFICIAL
024031 BREWER CROSS CHAFIN	111015		2016	2	INV A	40.00 C-111715		SOCCER UMPIRE
024145 NAULT ETHAN	111015		2016	2	INV A	30.00 C-111715		SOCCER UMPIRE

ACCOUNT TOTAL 4,180.00
ORG 411 TOTAL 22,783.82

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412 PARK TOURNAMENTS
 0010-400-412-00-612400- RESELL / CONCESSION EXPENSE
 010700 STANDARD COFFEE SERV 153066741004 2016 2 INV A 28.84 C-111715 COFFEE

0010-400-412-00-622100- PROFESSIONAL FEES
 007622 MIDSOUTH SPORTS PROD 168 2016 2 INV A 10,416.67 C-111715 CONTRACT AGREEMENT
 024247 KALISAK ROSEMARY 103115 2016 2 INV A 3,333.33 C-111715 CONTRACTUAL AMOUNT

0010-400-412-00-627901- TOURNAMENT UMPIRE FEES
 024042 PACK JAMIE BROOK 9272015 2016 2 INV A 40.00 C-111715 REISSUE-SEP SHOWCAS

511 MUNICIPAL CODE ENFORCEMENT
 0010-500-511-00-610100- CLEANING SUPPLIES
 001102 SOUTHAVEN SUPPLY 195296 2016 2 INV A 12.99 C-111715 CLEANING SUPPLIES

0010-500-511-00-611000- MATERIALS
 001102 SOUTHAVEN SUPPLY 1952968 2016 2 INV A 1.96 C-111715 MATERIALS

0010-500-511-00-612200- MAINTENANCE EQUIPMENT & BUILD
 000983 PARAMOUNT UNIFORMS R 0332125 2016 2 INV A 5.00 C-111715 MATERIALS BLDG.
 000983 PARAMOUNT UNIFORMS R 0333531 2016 2 INV A 5.00 C-111715
 0010-500-511-00-614900- FEED FOR ANIMALS
 012713 HILL'S PET NUTRITION 224283936 2016 2 INV A 168.06 C-111715 FEED FOR ANIMALS
 012713 HILL'S PET NUTRITION 224326296 2016 2 INV A 197.28 C-111715 FEED FOR ANIMALS

0010-500-511-00-622100- ACCOUNT TOTAL 10.00
 0010-500-511-00-622100- PROFESSIONAL SERVICES 365.34
 000500 DESOTO COUNTY ANIMAL 96700 2016 2 INV A 203.00 C-111715 PROF. SERVICES
 017650 ELMORE RD VETERINARY 63179 2016 2 INV A 500.00 C-111715 PROF. SERVICES

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0010-500-511-00-630400- MACHINERY & EQUIPMENT
 000246 ANIMAL CARE EQUIPMEN 39937
 ACCOUNT TOTAL 703.00
 2016 2 INV A 165.16 C-111715 EQUIPMENT
 ACCOUNT TOTAL 165.16
 ORG 511 TOTAL 1,258.45

901 CITY FUEL
 0010-900-901-00-614000- FUEL & OIL
 023101 PARWAN ENERGY CORP 0421420-IN 16000050 2016 2 INV A 11,940.88 C-111715 FUEL FOR PEPPERCUJAS
 ACCOUNT TOTAL 11,940.88
 ORG 901 TOTAL 11,940.88

902 EXPENSE ACCOUNTS
 0010-900-902-00-620700- CITY BEAUTIFICATION
 009591 TRI FIRMA 4258QB 2016 2 INV A 1,151.40 C-111715 MS VALLEY/HWY 51
 ACCOUNT TOTAL 1,151.40

0010-900-902-00-620902- FACILITIES MANAGEMENT
 000233 QUARLES FIRE PROTEC 2016-052 2016 2 INV A 250.00 C-111715 SPRINKLER INSPECTIO
 000233 QUARLES FIRE PROTEC 2016-053 2016 2 INV A 300.00 C-111715 SPRINKLER INSPECTIO
 000233 QUARLES FIRE PROTEC 2016-054 2016 2 INV A 200.00 C-111715 SPRINKLER INSPECTIO
 000233 QUARLES FIRE PROTEC 2016-055 2016 2 INV A 150.00 C-111715 SPRINKLER INSPECTIO
 ACCOUNT TOTAL 900.00

000469 TRI-STAR COMPANIES, C15556-9 2016 2 INV A 3,625.00 C-111715 PREV. MAINT. PER CO
 000469 TRI-STAR COMPANIES, TCS5537 2016 2 INV A 1,942.65 C-111715 HVAC SERVICES AT SP
 000469 TRI-STAR COMPANIES, TCS5557 2016 2 INV A 187.50 C-111715 HVAC SERVICES AT AR

000492 THYSSENKRUPP ELEVATO 3002179683 2016 2 INV A 1,654.60 C-111715 ELEVATOR SERVICES A
 000492 THYSSENKRUPP ELEVATO 3002180196 2016 2 INV A 827.73 C-111715 ELEVATOR SERVICES A
 ACCOUNT TOTAL 2,482.33

000615 PAYNES LOCKSMITH SER 7844 2016 2 INV A 245.00 C-111715 LOCK SERVICES
 000615 PAYNES LOCKSMITH SER 7845 2016 2 INV A 900.00 C-111715 LOCK SERVICES
 000615 PAYNES LOCKSMITH SER 7851 2016 2 INV A 191.56 C-111715 LOCK SERVICES
 ACCOUNT TOTAL 1,336.56

000715 THOMPSON MACHINERY W0310065465 2016 2 INV A 752.15 C-111715 GENERATOR REPAIR
 000734 MAGNOLIA ELECTRIC 0209566-IN 2016 2 INV A 382.82 C-111715 ELECTRIC REPAIRS



YEAR/PERIOD	ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
000949	INTEGRATED COMMUNICA	30818		2016	2	INV A	1,860.00	C-111715	MONTHLY CONTRACT BI
001145	ATMOS ENERGY	301698311115		2016	2	INV A	45.16	C-111715	385 MAIN ST
001540	MURPHY & SONS, INC.	0001513	16000041	2016	2	INV A	4,174.78	C-111715	RAMP WORK AT 385 WA
001540	MURPHY & SONS, INC.	1523		2016	2	INV A	950.79	C-111715	MATERIALS FOR 385 M
001540	MURPHY & SONS, INC.	1524		2016	2	INV A	1,139.50	C-111715	MAT. FOR 385 MAIN
							6,265.07		
002224	SERVPRO	092315		2016	2	INV A	1,782.81	C-111715	WATER DAMAGE - REST
009591	TRI FIRMA	4251QB		2016	2	INV A	1,166.40	C-111715	STREET MAINT. 2620
012439	ALARMTEC SYSTEMS	80912		2016	2	INV A	738.30	C-111715	ALARM MAINT. LIBRAR
012439	ALARMTEC SYSTEMS	80984		2016	2	INV A	385.74	C-111715	ALARM MAINT. AT LIB
							1,124.04		
012576	DEJ'S CLEANING SERVI	1734		2016	2	INV A	93.75	C-111715	CLEANING OF EAST PR
012576	DEJ'S CLEANING SERVI	1735		2016	2	INV A	156.75	C-111715	CLEANING OF 1855 VE
012576	DEJ'S CLEANING SERVI	1736		2016	2	INV A	1,800.00	C-111715	CLEANING OF SPD FLO
012576	DEJ'S CLEANING SERVI	1737		2016	2	INV A	439.75	C-111715	CLEANING OF SPD - F
012576	DEJ'S CLEANING SERVI	1738		2016	2	INV A	516.00	C-111715	CLEANING OF EAST PR
012576	DEJ'S CLEANING SERVI	1739		2016	2	INV A	418.25	C-111715	CLEANING OF SPD
012576	DEJ'S CLEANING SERVI	1740		2016	2	INV A	970.00	C-111715	CLEANING OF MUNICIP
012576	DEJ'S CLEANING SERVI	1741		2016	2	INV A	489.00	C-111715	CLEANING OF MUNICIP
012576	DEJ'S CLEANING SERVI	1742		2016	2	INV A	285.00	C-111715	CLEANING OF SPD
012576	DEJ'S CLEANING SERVI	1743		2016	2	INV A	93.75	C-111715	CLEANING OF EAST PR
012576	DEJ'S CLEANING SERVI	1744		2016	2	INV A	156.75	C-111715	CLEANING OF 1855 VE
							5,421.00		
016182	H&H SERVICES GROUP	66159		2016	2	INV A	35.00	C-111715	FILTER SERVICES
018342	GREAT AMERICA LEASIN	17820488		2016	2	INV A	1,129.00	C-111715	SECURITY SYSTEM AT
018342	GREAT AMERICA LEASIN	17830167		2016	2	INV A	276.06	C-111715	AUDIO SYSTEM AT SPD
							1,405.06		
018472	M2MANAGEMENT SOLUTIO	1652		2016	2	INV A	1,295.05	C-111715	FLEET TRACKING SYST
018521	SOUTHERN TELECOMMONT	102715		2016	2	INV A	301.26	C-111715	ALARMS, FAXES, DISP
022372	OVERALL CHEMICAL COM	3315		2016	2	INV A	1,685.00	C-111715	CLEANING WEEK OF 10
022372	OVERALL CHEMICAL COM	3319		2016	2	INV A	1,685.00	C-111715	CLEANING WEEK OF 11
							3,370.00		
022620	KRONOS INCORPORATED	10990989		2016	2	INV A	202.35	C-111715	WORKFORCE READY



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 ACCOUNT/VENDOR INVOICE PO YEAR/PR TYP S WARRANT CHECK DESCRIPTION

023618 EK AUTOMATION 1534 2016 2 INV A 282.71 C-111715 HVAC SERVICE AT HEA

024170 G7 ENVIRONMENTAL SER 15.10-12 2016 2 INV A 1,000.00 C-111715 INDOOR MICROBIAL AS

0010-900-902-00-625150-
 009591 TRI FIRMA 4257QB DRAINAGE NEW 2016 2 INV A 14,536.16 C-111715 WOODLAND DRAINAGE

018221 CIVIL-LINK, LLC 41650 2016 2 INV A 1,187.68 C-111715 STONEHEDGE DRAINAGE
 018221 CIVIL-LINK, LLC 41651 2016 2 INV A 1,747.64 C-111715 CITY WIDE DRAINAGE
 018221 CIVIL-LINK, LLC 41652 2016 2 INV A 2,867.89 C-111715 HUCDD LATERAL D DRA
 018221 CIVIL-LINK, LLC 41653 2016 2 INV A 3,558.05 C-111715 HIGHLANDS DRAINAGE
 018221 CIVIL-LINK, LLC 41654 2016 2 INV A 6,339.19 C-111715 WOODLAND ESTATES DR
 018221 CIVIL-LINK, LLC 41655 2016 2 INV A 356.31 C-111715 CREEKWOOD W TOWNHOM

ACCOUNT TOTAL 16,056.76
 ACCOUNT TOTAL 30,592.92

0010-900-902-00-625220-
 009591 TRI FIRMA 4248QB STREET MAINTENANCE 2016 2 INV A 5,109.47 C-111715 1177 CUSTER DRIVE
 009591 TRI FIRMA 4250QB 2016 2 INV A 436.20 C-111715 STREET MAINT. STATE
 009591 TRI FIRMA 4252QB 2016 2 INV A 672.59 C-111715 STREET MAINT. 3182
 009591 TRI FIRMA 4253QB 2016 2 INV A 522.01 C-111715 STREET MAINT. 5087
 009591 TRI FIRMA 4254QB 2016 2 INV A 266.83 C-111715 STREET MAINT. 5087
 009591 TRI FIRMA 4255QB 2016 2 INV A 1,367.93 C-111715 STREET MAINT. MCGOW
 009591 TRI FIRMA 4256QB 2016 2 INV A 1,430.61 C-111715 STREET MAINT. 5854
 009591 TRI FIRMA 4260QB 2016 2 INV A 622.96 C-111715 STREET MAINT. 5865/

ACCOUNT TOTAL 10,428.60
 ACCOUNT TOTAL 10,428.60

903
 0010-900-903-00-624102-
 013790 HANCOCK BANK 22478 2016 2 INV A 820.00 C-111715 MS GO BONDS SER 201
 023625 REGIONS 44133 2016 2 INV A 750.00 C-111715 ANNUAL FEE

ACCOUNT TOTAL 1,570.00
 ACCOUNT TOTAL 1,570.00

904
 0010-900-904-00-622100-
 017086 BUTLER SNOW 10094096 LITIGATION PROFESSIONAL SERVICES 2016 2 INV A 504.00 C-111715 ZACHARY WILBURN FEE
 017086 BUTLER SNOW 10094102 2016 2 INV A 21,500.00 C-111715 GENERAL MONTHLY SER

ACCOUNT TOTAL 22,004.00

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0010-900-904-00-6229100- ACCOUNT TOTAL 22,004.00
 011139 TRAVELERS CLAIMS PAYMENTS
 2016 2 INV A 8,794.90 C-111715 VANN, KINSEY, GOODE C
 022804 CERIDIAN 332939787 2016 2 INV A 161.42 C-111715 COBRA

905 LIABILITY INSURANCE
 0010-900-905-00-602700- WORKMAN'S COMP INSUR
 022930 HUB INTERNATIONAL 11052015 2016 2 INV A 131,362.50 C-111715 WORKERS COMP JAN/MA
 ACCOUNT TOTAL 131,362.50

0010-900-905-00-6229300- INSURANCE-LIABILITY
 016199 HOLLAND INSURANCE 10462 2016 2 INV A 14,000.00 C-111715 EMPLOYEE/PUBLIC OFF
 ACCOUNT TOTAL 14,000.00
 ORG 905 TOTAL 145,362.50

906 PROFESSIONAL DUES
 0010-900-906-00-622100- PROFESSIONAL SERVICES
 001161 SOUTHAVEN CHAMBER OF 90651244 2016 2 INV A 7,083.33 C-111715 DEC. 2015 CONTRIBUT
 ACCOUNT TOTAL 7,083.33
 ORG 906 TOTAL 7,083.33

===== FUND 0010 GENERAL FUND TOTAL: 552,087.31 =====

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711 BOND PROJECT EXPENSES

0100-710-711-00-640900- BOND EXPENSE 2016 2 INV A 2,598.70 C-111715 MEMA FEMA COMM SHEL

016177 AZH, INC 38985 2016 2 INV A 750.75 C-111715 ARENA PKG LOT EXPAN

018221 CIVIL-LINK, LLC 41659 ACCOUNT TOTAL 3,349.45

0100-710-711-00-640905- GETWELL ROAD 14 338,015.86 C-111715 MDOT-GETWELL RD WID

000212 FERRELL PAYING INC PAYAPP8 2016 2 INV A 14,901.35 C-111715 GETWELL RD WIDENING

001169 ELLIOTT & BRITT ENGT PAYAPP8 ACCOUNT TOTAL 352,917.21

0100-710-711-00-640910- SWINNEA ROAD 14 14,374.38 C-111715 SWINNEA RD CE&I

018221 CIVIL-LINK, LLC 41658 ACCOUNT TOTAL 14,374.38

0100-710-711-00-640940- GETWELL OVERLAY 47,777.34 C-111715 CE&I GETWELL OVERLA

018221 CIVIL-LINK, LLC 41656 ACCOUNT TOTAL 47,777.34

ORG 711 TOTAL 418,418.38

FUND 0100 BOND FUNDED CAP PROJ TOTAL: 418,418.38

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ACCOUNT/VENDOR INVOICE PO YEAR/PR TYP S WARRANT CHECK DESCRIPTION

611 SPECIAL ASSESSMENTS EXPEND
0240-600-611-00-623800- PARK IMPROVEMENTS
018221 CIVIL-LINK, LLC 41667 2016 2 INV A 3,271.19 C-111715 PINE TAR ALLEY - C
018221 CIVIL-LINK, LLC 41668 2016 2 INV A 2,918.25 C-111715 SR BUILDING DRAINAG

023861 JAYCON DEVELOPMENT PAY-APP-5 2016 2 INV A 337,318.40 C-111715 SENIOR BUILDING PAY

0240-600-611-00-626105- SPRINGFEEST EXPENSE
022719 UMB CARD SERVICES 1101205 2016 2 INV A 350.00 C-111715 MATERIALS, CERTIFICA

ACCOUNT TOTAL 343,507.84
ACCOUNT TOTAL 350.00
ORG 611 TOTAL 343,857.84

FUND 0240 TOURIST & CONVENTION TOTAL: 343,857.84

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701 DEBT SVC EXPENSES
0300-700-701-00-626705- FIRE TRUCK NOTE PAYMENT
000848 MS DEVELOPMENT AUTHO 11092015 2016 2 INV A 6,598.70 C-111715 GMS 50618 DEC 2015

ACCOUNT TOTAL 6,598.70
ORG 701 TOTAL 6,598.70

FUND 0300 DEBT SERVICE TOTAL: 6,598.70

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ACCOUNT/VENDOR	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
0400							UTILITY FUND
0400-000-000-00-130700-							ACCOUNTS RECEIVABLE
013980 NAPIER LANDERTH, LLC		2016	2	INV A			76.20 C-111715
017859 ADAMS HOMES LLC		2016	2	INV A			110.36 C-111715
018237 CHAMELISS BUILDERS		2016	2	INV A			76.20 C-111715
018896 BRAMBLES RETIREMENT		2016	2	INV A			110.36 C-111715
018896 BRAMBLES RETIREMENT		2016	2	INV A			95.72 C-111715
							<u>206.08</u>
019711 LIFESTYLE HOMES LLC		2016	2	INV A			46.92 C-111715
022157 BALUSTER CONSTRUCTION		2016	2	INV A			111.82 C-111715
023125 SKY LAKE CONSTRUCTION		2016	2	INV A			110.36 C-111715
023125 SKY LAKE CONSTRUCTION		2016	2	INV A			107.43 C-111715
							<u>217.79</u>
023544 GLOBAL LEADER HOMES		2016	2	INV A			110.36 C-111715
024177 COLEMAN JR. THOMAS L		2016	2	INV A			71.72 C-111715
024178 FLOWERS PROPERTIES,		2016	2	INV A			50.00 C-111715
024179 SPENCE MARY		2016	2	INV A			23.36 C-111715
024180 IVY CORITA		2016	2	INV A			3.84 C-111715
024181 ROBINSON STEVEN		2016	2	INV A			95.72 C-111715
024182 ROBBINS JEFFERY		2016	2	INV A			45.76 C-111715
024183 MCINGVALE ELIZABETH		2016	2	INV A			23.36 C-111715
024184 WINGFIELD BARRY		2016	2	INV A			50.00 C-111715
024185 MIDDLETON FRED & GIN		2016	2	INV A			50.00 C-111715
024186 ANITO JOEL		2016	2	INV A			63.69 C-111715
024187 HOBBELL GEORGE		2016	2	INV A			154.68 C-111715
024188 BEREZNI JENNIFER		2016	2	INV A			83.72 C-111715
024189 ALVARADO ALEXANDER		2016	2	INV A			69.08 C-111715
024190 SAGARRA ROBERT S		2016	2	INV A			18.48 C-111715

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ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
024191 DE GARAY PATRICK	30264		2016	2	INV A	133.36	C-111715	
024192 SAVAGE KIM	30265		2016	2	INV A	90.36	C-111715	
024193 TAYLOR JERRY L	30266		2016	2	INV A	18.48	C-111715	
024194 MITCHELL GLEN-RENTAL	30267		2016	2	INV A	50.00	C-111715	
024195 WRIGHT MICHAEL-RENTA	30268		2016	2	INV A	43.31	C-111715	
024196 BOWEN THOMAS (BUBBA)	30269		2016	2	INV A	13.16	C-111715	
024197 MATTHEWS DEBRA	30270		2016	2	INV A	42.44	C-111715	
024198 OVERSTREET AMBER	30271		2016	2	INV A	71.72	C-111715	
024199 MINAN AMOS J.	30272		2016	2	INV A	13.12	C-111715	
024200 BROOKS AMANDA	30273		2016	2	INV A	23.36	C-111715	
024201 ESTATE OF MARILYN JO	30274		2016	2	INV A	71.72	C-111715	
024202 RAGAN JEFF & AMY	30275		2016	2	INV A	125.00	C-111715	
024203 ALLEN BRITTANY	30276		2016	2	INV A	45.08	C-111715	
024204 BURDEN TODD	30278		2016	2	INV A	61.96	C-111715	
024205 ANDERSON HOMES	30283		2016	2	INV A	100.60	C-111715	
024206 MURPHY & SONS INC	30289		2016	2	INV A	200.00	C-111715	
024207 WILSON RAYMOND T	30290		2016	2	INV A	15.36	C-111715	
024208 KIRK MOORE RENTALS	30291		2016	2	INV A	23.36	C-111715	
024209 CORTER NATALIE	30292		2016	2	INV A	88.60	C-111715	
024210 SEITZ KRISTAN M.	30293		2016	2	INV A	78.84	C-111715	
024211 MCGLOTHLEN KEVIN	30294		2016	2	INV A	57.08	C-111715	
024212 FOX TODD & LAURA	30295		2016	2	INV A	8.72	C-111715	
024213 MCDONALD JANIE-GARBA	30296		2016	2	INV A	98.36	C-111715	
024214 FOX REGINA	30297		2016	2	INV A	21.01	C-111715	
024215 GRAYSEN DARILYN	30298		2016	2	INV A	59.32	C-111715	
024216 HETTS HUSAYN	30299		2016	2	INV A	71.72	C-111715	

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ACCOUNT/VENDOR INVOICE PO YEAR/PR TYP S WARRANT CHECK DESCRIPTION

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
024217	NORTH MS REAL ESTATE	30300	2016	2	INV A	98.36	C-111715	
024218	PHELPS LESTER - RENT	30301	2016	2	INV A	3.00	C-111715	
024219	MORRIS RYAN & JOAN	30302	2016	2	INV A	73.96	C-111715	
024220	ANTON WILLIAM R.	30303	2016	2	INV A	98.36	C-111715	
024221	WILLIAMS WILEY	30304	2016	2	INV A	54.44	C-111715	
024222	ALLISON JACQUELINE	30305	2016	2	INV A	67.73	C-111715	
024223	BEAM MARK & BEVERLY	30306	2016	2	INV A	93.48	C-111715	
024224	MAGNOLIA SQUARE PART	30307	2016	2	INV A	100.00	C-111715	
024225	GARDNER MILTON M SR	30308	2016	2	INV A	23.36	C-111715	
024226	CHIDRESS JESSE	30309	2016	2	INV A	80.58	C-111715	
024227	MAUNEY RANDY A	30310	2016	2	INV A	23.36	C-111715	
024228	AVERY CARRIE	30311	2016	2	INV A	13.60	C-111715	
024229	WEBB OLIVER & PAMELA	30312	2016	2	INV A	21.91	C-111715	
024230	HORNSBY JAMES	30313	2016	2	INV A	98.36	C-111715	
024231	MCKINNON JIMMY	30314	2016	2	INV A	86.64	C-111715	
024232	HUDGENS CHRISTOPHER	30315	2016	2	INV A	57.08	C-111715	
024233	HAYWOOD DANIEL	30316	2016	2	INV A	78.16	C-111715	
024234	FLETCHER RAYFORD	30317	2016	2	INV A	87.70	C-111715	
024235	REDD JAMARA	30318	2016	2	INV A	63.52	C-111715	
024236	RAGSDALE JIMMY	30319	2016	2	INV A	110.36	C-111715	
024237	HARRIS THEODORE T	30320	2016	2	INV A	110.36	C-111715	
024238	NEECE JOHN	30321	2016	2	INV A	30.00	C-111715	
024239	LANEY CARLA	30322	2016	2	INV A	78.84	C-111715	
024240	DINNELL AMANDA	30323	2016	2	INV A	88.60	C-111715	
024241	WARD BRADLEY	30324	2016	2	INV A	93.48	C-111715	
024242	THIGPEN CARRIE	30325	2016	2	INV A	54.44	C-111715	



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024243 MEYER MATTHEW	30326	2016	2	INV A	11.54	C-111715	
024244 GIPSON DENNIS R	30327	2016	2	INV A	35.95	C-111715	
024245 GUILLEY DARLENE A	30328	2016	2	INV A	3.40	C-111715	
024246 AYERS CAROL	30329	2016	2	INV A	23.36	C-111715	
ACCOUNT TOTAL					5,249.11		

0400-000-000-00-211400- 010365 NESBIT WATER	11052015						
FEES OWED TO NESBIT WATER ASSC		2016	2	INV A	3,096.00	C-111715	FEES COLLECTED OCT
ACCOUNT TOTAL					3,096.00		
ORG 0400 TOTAL					8,345.11		

811 0400-800-811-00-651400- 004646 DESOTO COUNTY REGION	11062015						
UTILITY EXPENSE ACCOUNTS DCRUA UPGRADE TAP FEES		2016	2	INV A	4,350.00	C-111715	SEWER FEES 10-2/11-
ACCOUNT TOTAL					4,350.00		

0400-800-811-00-651500- 004646 DESOTO COUNTY REGION	11062015						
DCRUA TAP FEES		2016	2	INV A	9,600.00	C-111715	SEWER FEES 10-2/11-
ACCOUNT TOTAL					9,600.00		
ORG 811 TOTAL					13,950.00		

815 0400-800-815-00-625300- 000497 DESOTO COUNTY ELECTR	2746						
UTILITY CAPITAL IMPROVEMENTS EXTENSION & OTHER IMPROVEMENTS		2016	2	INV A	2,296.14	C-111715	WOODLAND ESTATES RT
		2016	2	INV A	1,710.74	C-111715	RTU-LATERAL A-Z
		2016	2	INV A	1,800.77	C-111715	RTU LATERAL B
		2016	2	INV A	1,890.86	C-111715	RTU LATERAL A
ACCOUNT TOTAL					7,698.51		

010758 NORTH MISSISSIPPI VT	11052015	2016	2	INV A	238.59	C-111715	WATER BILLED REFUND
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015927 INDUSTRIAL CONTROL	1C1604	2016	2	INV A	13,422.00	C-111715	UPGRADES TO THE SCA
018221 CIVIL-LINK, LLC	41662	2016	2	INV A	399.99	C-111715	SANITARY SEWER SVC
018221 CIVIL-LINK, LLC	41663	2016	2	INV A	8,736.65	C-111715	SANITARY SEWER MOD/
018221 CIVIL-LINK, LLC	41664	2016	2	INV A	9,217.86	C-111715	COE PLANNING MAP/PIN
018221 CIVIL-LINK, LLC	41665	2016	2	INV A	14,475.40	C-111715	WATER METER SURVEY
018221 CIVIL-LINK, LLC	41666	2016	2	INV A	27,627.88	C-111715	WATER VALVE OP/EVAL

60,457.78

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0400-800-815-00-625305- 42390B 16000017 2016 2 INV A 81,816.88
 009591 TRI FIRMA 42440B 10,251.15 C-111715 114.55 C-111715
 009591 TRI FIRMA 10,365.70 10,365.70
 ACCOUNT TOTAL 81,816.88
 SANITARY SEWER EXTENSION
 2016 2 INV A 114.55 C-111715
 2016 2 INV A 10,251.15 C-111715
 WOODLAND TRACE-DUMP
 (PER BID CONTRACT)

0400-800-820-00-610400- 800246442002 10.39 C-111715
 007600 OFFICE DEPOT 802156615001 22.32 C-111715
 802156745001 39.95 C-111715
 802156746001 49.98 C-111715
 ACCOUNT TOTAL 112.25
 UTILITY ADMINISTRATIVE EXPENSE
 OFFICE SUPPLIES
 2016 2 INV A 10.39 C-111715
 PENS

0400-800-825-00-610400- 102515 62.01 C-111715
 005044 LOWE'S HOME CENTERS, 102515 62.01 C-111715
 UTILITY MAINTENANCE EXPENSES
 OFFICE SUPPLIES
 2016 2 INV A 62.01 C-111715
 MISC. SUPPLIES

0400-800-825-00-611000- 31113 278.05 C-111715
 000331 SCRUGGS EQUIPMENT CO 31113 278.05 C-111715
 MATERIALS
 2016 2 INV A 278.05 C-111715
 TAIL GATE CLAMP

000354 METER SERVICE AND SU 3158 1,592.00 C-111715 (QUOTED STOCK WATER
 000354 METER SERVICE AND SU 3159 2,840.00 C-111715 COPPER TUBING FOR S
 000354 METER SERVICE AND SU 3217 72.74 C-111715 HYDRANT REPAIR PART
 000354 METER SERVICE AND SU 3218 1,104.00 C-111715 COPPER TUBING
 000354 METER SERVICE AND SU 3219 423.91 C-111715 FIRE HYDRANT REPAIR
 000354 METER SERVICE AND SU 3220 360.50 C-111715 HYDRANT REPAIR PART
 000354 METER SERVICE AND SU 3221 6,895.00 C-111715 (QUOTED STOCK WATER
 000354 METER SERVICE AND SU 3222 492.20 C-111715 METER BOXES
 000354 METER SERVICE AND SU 3267 161.25 C-111715 MANHOLE HOOK
 000354 METER SERVICE AND SU 3268 2,240.00 C-111715 COPPER TUBING
 000354 METER SERVICE AND SU 3270 368.20 C-111715 COUPLINGS & ADAPTER
 000354 METER SERVICE AND SU 3271 2,240.00 C-111715 AQUA TAP

000551 USA BLUEBOOK 785944 2016 2 INV A 18,789.80
 000551 USA BLUEBOOK 786414 2016 2 INV A 115.76 C-111715 PROBE TIPS
 354.25 C-111715 PROBES

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 ACCOUNT/VENDOR INVOICE PO YEAR/PR TYP S WARRANT CHECK DESCRIPTION

0400-800-825-00-611300- MAINTENANCE VEHICLES
 007304 O'BHILLYS AUTO PARTS 1257-230184 2016 2 INV A 6.93 C-111715 #837 LIGHTBULBS

017210 MAIN STREET AUTOMOTL 5833 2016 2 INV A 581.39 C-111715 VIN #2295/ROUTINE M

023849 SUMMIT TRUCK GROUP 160204430 2016 2 INV A 877.17 C-111715 TRUCK REPAIRS
 ACCOUNT TOTAL 1,465.49

0400-800-825-00-612200- MAINTENANCE EQUIPMENT & BUILD
 000715 THOMPSON MACHINERY WO310065465 2016 2 INV A 752.15 C-111715 HURCO REPAIRS
 001320 MARTIN MACHINE WORKS 887 2016 2 INV A 1,018.00 C-111715 TRAILER RAMPS REPLA
 ACCOUNT TOTAL 1,770.15

0400-800-825-00-612500- UNIFORMS
 000665 DESOTO COUNTY COOPER 35075 2016 2 INV A 502.65 C-111715 COATS/BIBS-MARTY, LU
 000983 PARAMOUNT UNIFORMS R 332126 2016 2 INV A 144.14 C-111715 UNIFORMS
 000983 PARAMOUNT UNIFORMS R 333532 2016 2 INV A 147.09 C-111715 UNIFORMS
 ACCOUNT TOTAL 291.23

003011 M & M PROMOTIONS 81835 2016 2 INV A 158.21 C-111715 UNIFORMS
 003011 M & M PROMOTIONS 81910 2016 2 INV A 1,341.65 C-111715 UNIFORM SHIRTS
 ACCOUNT TOTAL 1,499.86

010235 SPORTSMAN'S WAREHOUS 211-03176 2016 2 INV A 84.99 C-111715 WADERS/JT
 ACCOUNT TOTAL 2,378.73

0400-800-825-00-622100- PROFESSIONAL SERVICES
 000023 A-1 SEPTIC TANK SERV 13809 2016 2 INV A 480.00 C-111715 LESTER/GETWELL LIFT
 000172 AUTOMATIC RAIN 1030 2016 2 INV A 134.00 C-111715 LAWN SPRINKLER MAIN
 000313 TIM MOTE PLUMBING 26163 2016 2 INV A 160.00 C-111715 COMMUNITY CHURCH RE
 009195 GAINES, ROBERT 1166 2016 2 INV A 3,740.00 C-111715 SCADA SYSTEMS-10/20

018221 CIVIL-LINK, LLC 41660 2016 2 INV A 11,405.71 C-111715 UTILITIES RPR
 018221 CIVIL-LINK, LLC 41661 2016 2 INV A 165.05 C-111715 UTILITIES RPR INFRA
 ACCOUNT TOTAL 11,570.76

019700 CHOICE TOWING 21953 2016 2 INV A 175.00 C-111715 #813 TRUCK TOW
 ACCOUNT TOTAL 16,259.76

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YEAR/PERIOD: 2015/12 TO 2016/2 INVOICE PO YEAR/PR TYP S WARRANT CHECK DESCRIPTION

0400-800-825-00-624500- LICENSES & MISCELLANEOUS FEES 975.00 C-111715 LICENSE APPLICATION

024250 ATLAS LICENSE COMPAN 111215 2016 2 INV A 975.00

0400-800-825-00-626000- UTILITIES 18.52 C-111715 1395 PLEASANT HILL

000966 ENERGIY 112498181215 2016 2 INV A 103.76 C-111715 GEMWELL WATER PLANT

002351 COMCAST 899023011115 2016 2 INV A 103.76 C-111715 RUTLAND PT TOWER

002351 COMCAST 926009011115 2016 2 INV A 207.52

0400-800-825-00-630600- ACCOUNT TOTAL 226.04

024154 DISCOUNT TIRE 1004864 VEHICLES 2016 2 INV A 1,276.00 C-111715 #809-TIRES

ACCOUNT TOTAL 1,276.00

ORG 825 TOTAL 69,217.99

FUND 0400 UTILITY FUND TOTAL: 183,706.07



YEAR/PERIOD: 2015/12 TO 2016/2
 ACCOUNT/VENDOR INVOICE PO YEAR/PR TYP S WARRANT CHECK DESCRIPTION

ACCOUNT/VENDOR	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
850						
0450-810-850-00-612500-						MAINTENANCE EXPENSES
000309 COMBOY CORNER INC	2016	2	INV A			UNIFORM - BOOTS
000309 COMBOY CORNER INC	2016	2	INV A			UNIFORM BOOTS
000309 COMBOY CORNER INC	2016	2	INV A			UNIFORM BOOTS
						290.91

000983 PARAMOUNT UNIFORMS R 0332127	2016	2	INV A			UNIFORMS
000983 PARAMOUNT UNIFORMS R 333533	2016	2	INV A			UNIFORMS
						58.08
						348.99

ACCOUNT/VENDOR	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
0450-810-850-00-622100-						PROFESSIONAL SERVICES
007500 SWEEPING CORPORATION 0119803-IN	2016	2	INV A			SWEEPING SERVICES
007500 SWEEPING CORPORATION 0119804-IN	2016	2	INV A			SWEEPING SERVICES
007500 SWEEPING CORPORATION 0119806-IN	2016	2	INV A			SWEEPING SERVICES
						8,534.18

008127 WASTE CONNECTIONS OF 4500612	2016	2	INV A			TRASH SERVICES
008127 WASTE CONNECTIONS OF 4500731	2016	2	INV A			TRASH SERVICES
008127 WASTE CONNECTIONS OF 4503115	2016	2	INV A			TRASH SERVICE
						948.98

019230 WASTE PRO-MEMPHIS 25380	2016	2	INV A			RUBBISH COLLECTION/
						79,125.00

ACCOUNT TOTAL 88,608.16
 ORG 850 TOTAL 88,957.15

FUND 0450 SANITATION FUND TOTAL: 88,957.15

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YEAR/PERIOD: 2015/12 TO 2016/2 INVOICE PO YEAR/PR TYP S WARRANT CHECK DESCRIPTION

150 INFORMATION TECHNOLOGY TRAVEL & TRAINING
 0010-100-150-00-626900- 102715 2016 2 INV P 138.00 D-111715 132677 MEAL PER DIEM FOR C
 017571 DUNCAN MELITTA
 ACCOUNT TOTAL 138.00

ORG 150 TOTAL 138.00

155 CITY CLERK TELEPHONE & POSTAGE
 0010-100-155-00-625700- 030381481115 2016 2 INV A 427.53 D-111715 CITY HALL - PHONE S
 000166 AT&T
 012584 FP MAILING SOLUTIONS 11042015 2016 2 INV P 2,000.00 D-111715 132678 ACCT #600061097-POS
 024172 CMRS-FP #10600061097 11062015 2016 2 INV P 2,000.00 D-111715 132696 #106000610977-PREPA

ACCOUNT TOTAL 4,427.53
 ORG 155 TOTAL 4,427.53

180 PLANNING / ENGINEERING DEPT WAGES AND SALARIES
 0010-100-180-00-600100- 11052015 2016 2 INV P 133.38 D-111715 132695 PAYROLL CHECK/CORRE
 024171 SOWELL DENVER

ACCOUNT TOTAL 133.38
 ORG 180 TOTAL 133.38

290 FIRE DEPARTMENT TELEPHONE & POSTAGE
 0010-200-290-00-625700- 030047421115 2016 2 INV A 122.91 D-111715 PHONE SERVICE - FIR
 000166 AT&T
 001234 CENTURYLINK 912491015 2016 2 INV P 101.50 D-111715 132694 STATION 4 PHONE
 002351 COMCAST 85596801115 2016 2 INV A 232.01 D-111715 COMCAST - STATION 1

ACCOUNT TOTAL 456.42

0010-200-290-00-626000- UTILITIES
 001145 ATMOS ENERGY 302066451115 2016 2 INV A 132.01 D-111715 6450 GETWELL RD
 001145 ATMOS ENERGY 302068661115 2016 2 INV A 33.01 D-111715 STATION 4

ACCOUNT TOTAL 165.02

ORG 290 TOTAL 621.44

311 PUBLIC WORKS DEPARTMENT UTILITIES
 0010-300-311-00-626000- 301696611115 2016 2 INV A 300.88 D-111715 5813 PEPPERCHASE BL
 001145 ATMOS ENERGY 301696671115 2016 2 INV A 264.24 D-111715 5813 PEPPERCHASE DR

ACCOUNT TOTAL 565.12

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1
 ACCOUNT TOTAL 565.12
 ORG 311 TOTAL 565.12

411
 0010-400-411-00-626000- PARKS DEPARTMENT
 UTILITIES
 001105 NORTHCENTRAL ELECTRI 592470021115 2016 2 INV A 382.89 D-111715 TENNIS COMPLEX
 001105 NORTHCENTRAL ELECTRI 592470091115 2016 2 INV A 244.49 D-111715 TENNIS CENTER

001145 ATMOS ENERGY 301501821115 2016 2 INV A 23.71 D-111715 6070 SNOWDEN LN
 001145 ATMOS ENERGY 301547841115 2016 2 INV A 703.98 D-111715 3335 PINE TAR ALLEY
 001145 ATMOS ENERGY 302069861115 2016 2 INV A 74.94 D-111715 3278 MAY BLVD

ACCOUNT TOTAL 1,430.01
 ORG 411 TOTAL 1,430.01

904
 0010-900-904-00-629100- LITIGATION
 010747 AZZONE JARED 11032015 CLAIMS PAYMENTS
 2016 2 INV P 42.33 D-111715 132676 PAYROLL-DEDUCTIONS

ACCOUNT TOTAL 42.33
 ORG 904 TOTAL 42.33

FUND 0010 GENERAL FUND TOTAL: 7,357.81

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YEAR/PERIOD: 2015/12 TO 2016/2 INVOICE PO YEAR/PR TYP S WARRANT CHECK DESCRIPTION

811 UTILITY EXPENSE ACCOUNTS
0400-800-811-00-650600- HURRICANE CREEK
023510 SEMS INC PAYAPPS 2016 2 INV P 36,263.21 D-111715 132680 HURRICANE CREEK PHA

ACCOUNT TOTAL 36,263.21
ORG 811 TOTAL 36,263.21

825 UTILITY MAINTENANCE EXPENSES
0400-800-825-00-626000- UTILITIES
001105 NORTHCENTRAL ELECTRI 592470011115 2016 2 INV A 41.06 D-111715 COBBLESTONE LIFT ST
001105 NORTHCENTRAL ELECTRI 592470071115 2016 2 INV A 78.57 D-111715 BELLE PT LIFT STARI
001105 NORTHCENTRAL ELECTRI 592470111115 2016 2 INV A 16.14 D-111715 4105 GOODMAN RD E

135.77

001145 ATMOS ENERGY 401238111115B 2016 2 INV A .36 D-111715 53 WOODLAND TRACE -
001145 ATMOS ENERGY 401238161115 2016 2 INV A 11.96 D-111715 TRINITY LAKES PUMP
002351 COMCAST 89449111115 2016 2 INV A 102.85 D-111715 GREENBROOK WATER PL
002351 COMCAST 911329011115 2016 2 INV A 103.76 D-111715 MATHIS TIRE INTERCO

206.61

0400-800-825-00-629100- CLAIMS PAYMENT
024248 EDWARDS DANTEL 1192015 2016 2 INV P 1,949.33 D-111715 132708 SETTLEMENT-AUTO CLA

1,949.33

ACCOUNT TOTAL 2,304.03
ORG 825 TOTAL 2,304.03

FUND 0400 UTILITY FUND TOTAL: 38,567.24

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CITY OF SOUTHAVEN
FY 2016 CLAIMS DOCKET D-111715

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YEAR/PERIOD: 2015/12 TO 2016/2 INVOICE PO YEAR/PR TYP S WARRANT CHECK DESCRIPTION

0600 PAYROLL FUND
0600-000-000-00-215700- MS CREDIT UNION
001407 MS PUBLIC EE CR UN 1132015 2 INV P 10,001.39 D-111715 132679 OCTOBER/CURRENT PAY

ACCOUNT TOTAL 10,001.39
ORG 0600 TOTAL 10,001.39

FUND 0600 PAYROLL FUND TOTAL: 10,001.39

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YEAR/PERIOD: 2015/12 TO 2016/2 INVOICE PO YEAR/PR TYP S WARRANT CHECK DESCRIPTION

0010 GENERAL FUND
 0010-000-000-00-211300- SALES TAX PAYABLE 876.06 W-111715 48033 OCTOBER 2015 SALES
 001176 MS DEPT OF REVENUE 30341 2016 2 DIR P 876.06

ACCOUNT TOTAL 876.06
 ORG 0010 TOTAL 876.06

FUND 0010 GENERAL FUND TOTAL: 876.06

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 CITY OF SOUTHEAVEN
 FY 2016 CLAIMS DOCKET W-111715

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YEAR/PERIOD: 2015/12 TO 2016/2
 ACCOUNT/VENDOR INVOICE PO YEAR/PR TYP S WARRANT CHECK DESCRIPTION

0400
 0400-000-000-00-211300- UTILITY FUND
 001176 MS DEPT OF REVENUE 11122015 SALES TAX PAYABLE
 2016 2 DIR P 11,612.70 W-111715 48034 OCT 2015 SALES TAX

ACCOUNT TOTAL 11,612.70
 ORG 0400 TOTAL 11,612.70

FUND 0400 UTILITY FUND TOTAL: 11,612.70



YEAR/PERIOD: 2015/12 TO 2016/2 INVOICE PO YEAR/PR TYP S WARRANT CHECK DESCRIPTION

0600 PAYROLL FUND
 0600-000-000-00-215101- CAP-PRETAX MEDICAL
 022644 CORPORATE PLANNING 11032015 2016 2 DIR P 5,086.01 W-111715 48026 FSA PAYROLL FIRE/IS

ACCOUNT TOTAL 5,086.01
 ORG 0600 TOTAL 5,086.01

FUND 0600 PAYROLL FUND TOTAL: 5,086.01

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**The City of Southaven Docket Recap
November 17, 2015
Special Docket**

General Fund		2,567.42
	Fire	1,603.72
	Ems	-
	Public Works	-
	Parks	-
	Facilities Management	-
Tourist & Convention		-
SPECIAL DOCKET TOTAL		2,567.42

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YEAR/PERIOD: 2015/12 TO 2016/2 INVOICE PO YEAR/PR TYP S WARRANT CHECK DESCRIPTION

211 POLICE DEPARTMENT
 0010-200-211-00-611300- MAINTENANCE VEHICLES 963.70 S-111715 SWAT VAN - HVAC REP
 000223 CROW'S TRUCK SERVICE S15245 ACCOUNT TOTAL 963.70

ORG 211 TOTAL 963.70

290 FIRE DEPARTMENT
 0010-200-290-00-611300- MAINTENANCE VEHICLES 1,603.72
 000223 CROW'S TRUCK SERVICE P91332 2016 2 INV A 7.76 S-111715 PARTY FOR T-3
 000223 CROW'S TRUCK SERVICE S15262 2016 2 INV A 286.68 S-111715 TRUCK 2
 000223 CROW'S TRUCK SERVICE S15268 2016 2 INV A 667.92 S-111715 TRUCK 3
 000223 CROW'S TRUCK SERVICE S15370 2016 2 INV A 641.36 S-111715 TRUCK 3 BRAKES

ACCOUNT TOTAL 1,603.72
 ORG 290 TOTAL 1,603.72

FUND 0010 GENERAL FUND TOTAL: 2,567.42

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16.

Executive Session

Update on Litigation against City