

MEETING OF THE MAYOR AND BOARD OF ALDERMEN SOUTHAVEN, MISSISSIPPI

CITY HALL July 1, 2014 6:00 p.m. AGENDA

- 1. Call To Order
- 2. Invocation
- 3. Pledge Of Allegiance
- 4. Approval Of Minutes: June 17, 2014
- 5. Resolution for Farmers Market Guidelines and Rules
- 6. Mid-South Fair Variance Request for the dates of September 20 and 27, 2014
- 7. Request by James R. Chalmers Camp for Arena rental fee of \$1000.00 for Feb. 20 22, 2015 for Mid-South Civil War and Military Show
- 8. M.R. Davis Public Library Advisory Board Appointments
- 9. Resolution Granting Authority To Clean Private Property
- 10. Getwell Road Work Authorization
- 11. Planning Agenda
- 12. Mayor's Report
- 13. Citizen's Agenda: Danita Chambers, Stargate Subdivision Trailer Permit Jan Sappington, Senior Citizens Center
- 14. Personnel Docket
- 15. City Attorney's Legal Update
- 16. Old Business: Hurricane Creek Professional Services Agreement Amendment #1
- 17. Claims Docket
- 18. Executive Session



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

CITY HALL June 17, 2014 6:00 p.m. AGENDA

- 1. Call To Order
- 2. Invocation
- 3. Pledge Of Allegiance
- 4. Approval Of Minutes: June 3, 2014
- 5. Agreement with Comcast for Rutland Pointe Water Tower
- 6. MDOT Resolution for CMAQ Funding
- 7. Request for Donation of Snowden for Healing Hearts 5k on 02/28/15
- 8. Request for Mayor to Sign Documents for Getwell Road Project
- 9. MOU for Widening Getwell Road
- 10. MOU for Resurfacing Getwell Road
- 11. Resolution for Lakes of Nichols Drainage Project
- 12. Bid Recommendation for Hurricane Creek Sewer Project Phase 4
- 13. Bid Recommendation for Starlanding and Highway 51 Sewer Line Relocation
- 14. Recommendation to Permanently Remove Robert's Towing from Wrecker Rotation
- 15. Resolution Granting Authority To Clean Private Property
- 16. Planning Agenda: Item #1 Application by Alvin Gilless to rezone 9.92 acres on the east side of Airways, south of Stateline Road from Office to Agricultural.
 - Item #2 Application by Julia Graves for a conditional use permit to allow a reception hall to be located at 9061 Millbranch Road.
- 17. Mayor's Report
- 18. Citizen's Agenda
- 19. Personnel Docket
- 20. City Attorney's Legal Update
- 21. Old Business: Hurricane Creek Professional Services Agreement Amendment #1
- 22. Claims Docket
- 23. Executive Session: Land Acquisition for Swinnea Road

 Update on litigation for claims filed against City under MTCA

Any citizen wishing to comment on the above items may do so. Items may be added to or omitted

MINUTES OF THE REGULAR MEETING OF June 17, 2014 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 17th day of June, 2014 at six o'clock (6:00) p.m. at City Hall.

Present were:

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

Also present were Mayor Musselwhite, Andrea Mullen, Assistant City Clerk and Nick Manley, City Attorney. Approximately twenty-five (25) other people were present.

Mayor Musselwhite called the meeting to order. Alderman Gallagher led in prayer, followed by the Pledge of Allegiance led Alderman Ferguson. Next, a motion was made by Alderman Payne to approve the minutes of the regular meeting of June 3, 2014 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.

AGREEMENT WITH COMCAST FOR RUTLAND POINTE WATER TOWER

Nick Manley, City Attorney, presented this item to the Board. Mr. Manley stated that this is a standard Comcast business services agreement for the water tower in Rutland Pointe Subdivision. Alderman Brooks made the motion to approve the business services agreement. Motion was seconded by Alderman Gallagher. Motion was put to vote and passed unanimously.

A copy of the agreement is attached to these minutes.

MDOT RESOLUTION FOR CMAQ FUNDING

RESOLUTION OF SUPPORY BY THE CITY OF SOUTHAVEN FOR THE INTELLIGENT TRANSPORTAION SYSTEMS (ITS) PROJECT

WHEREAS, the Mississippi Department of Transportation (MDOT) made \$1.5 Million in federal Congestion Mitigation and Air Quality (CMAQ) funding available to local agencies within the Mississippi portion of the Memphis Nonattainment Area for Federal fiscal years 2013 and 2014; and

WHEREAS, the MDOT issued a solicitation for eligible projects to on September 25, 2013; and

WHEREAS, all eligible jurisdictions cooperatively determined a single, large project would be more beneficial to Desoto County residents; and WHEREAS, the MDOT agreed oversee a project and to match the \$3 Million in CMAQ funding at an equal share if the local jurisdictions could agree upon a single project scope; and

WHEREAS, with input from the local jurisdictions, the MDOT developed a draft project plan and initial cost estimate for an Intelligent Transportation System (ITS) project; and

WHEREAS, the cost for professional engineering services and construction is estimated to be approximately \$9.5 Million; and

WHEREAS, the project is expected to improve mobility and reduce congestion, reduce travel delays and the number of stops required on arterial routes, provide real time traveler information, improve incident management and emergency response, and monitor travel timer performance and reliability; and

WHEREAS, the MDOT has requested support of the Boards of the affected local jurisdictions to oversee the project and utilize the \$3 Million CMAQ funds.

NOW, THEREFORE, BE IT RESOLVED, that the City of Southaven supports the project plan as proposed by the MDOT and agrees that the MDOT should move forward with the development and construction of the ITS project utilizing the \$3 Million in CMAQ funds.

A motion was made by Alderman Payne to approve the foregoing Resolution. The foregoing Resolution was seconded by Alderman Beshears and brought to a vote as follows:

Alderman Kristian Kelly	voted: YES
Alderman Shirley Beshears	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 17 day of June 2014.

CITY OF SOUTHAVEN, MISSISSIPPI

BY:	
	DARREN MUSSELWHITE, MAYOR

ATTEST:

SHEILA HEATH, CITY CLERK

REQUEST FOR DONATION OF SNOWDEN FOR HEALING HEARTS 5K ON FEBURARY 28, 2015

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI FOR LEASE DONATION OF SNOWDEN GROVE TO HEALING HEARTS CHILD ADVOCACY CENTER FOR 5K RUN ON FEBRUARY 28, 2015

WHEREAS, the City of Southaven ("City") pursuant to Mississippi Code Sections 17- 3-3 and 21-17-1(3)(b)(ii) and 21-19-65, the City desires to provide a lease donation of the Southaven Snowden Grove ("Snowden") to the Healing Hearts Child Advocacy Center ("Center") on February 28, 2015 for a 5K to benefit the Center; and

WHEREAS, the City has control of the municipal property at Snowden and has the authority under the City's Rental Policy to donate use of Snowden to the Center as it a non-profit entity and Center will use Snowden to host a 5k Fundraiser which will benefit the Center and its mission of helping children in the community; and

WHEREAS, the City finds that the Center's mission and purpose for this specific fundraiser at Snowden on February 28, 2015 is consistent with the mandates of Mississippi Code Section 21-17-1(3)(b)(ii) and allows the Center to utilize via an in-kind donation of the lease from the City; and

WHEREAS, pursuant to Mississippi Code 21-19-65, the City desires to provide an in-kind match, via donation of Snowden, of the funds raised by the Center at the fundraiser to promote and support the social and community service program of helping disadvantaged children that the Center provides.

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

SECTION 1. Pursuant to Mississippi Code 21-17-1(3)(b)(ii) and 21-19-65, the Governing Body of the City hereby donates Snowden to the Center on February 28, 2015 to assist with the fundraiser, as a match as part of the in-kind donation provided by the City, and to assist the efforts of the fundraiser to benefit the Center for the advancement of the moral interest of the City.

SECTION 2. Pursuant to Mississippi Code 17-3-3, the City also desires to advertise its City Facilities, including Snowden, and desires to advance the moral interest of the City by allowing Snowden to be used by the Center for the fundraiser based on the purposes of the fundraiser.

SECTION 3. On behalf of the City, the Mayor or his designee is directed to take all actions to effectuate this Resolution.

REMAINDER OF PAGE LEFT BLANK

Following the reading of the foregoing resolution, Alderman Brooks made the motion to adopt the Resolution and Alderman Flores seconded the motion for its adoption. The Mayor put the question to a roll call vote and 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
Alderman Scott Ferguson	voted: YES
Alderman Raymond Flores	voted: YES

RESOLVED AND DONE, this 17th day of June, 2014.

	DARREN MUSSELWHITE, MAYOR
ATTEST:	
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CITY CLERK'S OFFICE	

REQUEST FOR MAYOR TO SIGN DOCUMENTS FOR GETWELL ROAD PROJECT

RESOLUTION AUTHORIZING MAYOR DARREN MUSSELWHITE
TO EXECUTE CONTRACTS AND SIGN DOCUMENTS
ON BEHALF OF THE CITY OF SOUTHAVEN, MISSISSIPPI
FOR THE GETWELL ROAD IMPROVEMENT PROJECT
NUMBER STP-1945-00 (001) LPA/104574-701000
CITY OF SOUTHAVEN, DESOTO COUNTY, MISSISSIPPI

Be it resolved that the City of Southaven Board of Alderman do hereby authorize the Mayor of Southaven, Darren Musselwhite, to execute and sign contracts on behalf of the City of Southaven for the Getwell Road Project funded by the Mississippi Department of Transportation.

On a motion by Alderman Payne and seconded by Alderman Ferguson the motion to adopt the forgoing resolution passed this the 17th day of June, 2014.

Alderman William Brooks YES

Alderman Kristian Kelly YES

Alderman Shirley Beshears YES

Alderman George Payne YES

Alderman Joel Gallagher YES

Alderman Scott Ferguson YES

Alderman Raymond Flores YES

DARREN MUSSELWHITE, MAYOR

ATTEST:	
CITY CLERK	

MOU FOR WIDENING GETWELL ROAD

Ron Smith, City Engineer, presented this item to the Board. Mr. Smith stated that this is a replacement MOU from the original that was signed several years ago by past administration. Mr. Smith further stated that the changes include the current Mayor's signature and the budget to include cost of construction engineering. Alderman Brooks made the motion to adopt the replacement MOU for widening Getwell Road. Motion was seconded by Alderman Ferguson. Motion was put to vote and passed unanimously.

A copy of the MOU is attached to these minutes.

MOU FOR RESURFACING GETWELL ROAD

Ron Smith, City Engineer, presented this item to the Board. Mr. Smith stated that this agreement is with the Mississippi Department of Transportation (MDOT) for the purpose of establishing the agreed conditions under which LPA may utilize Transportation Management Area funds to complete the Getwell Road Resurfacing Project. A motion was made by Alderman Brooks to adopt the MOU. Motion was seconded by Alderman Flores. Motion was put to vote and passed unanimously.

A copy of the MOU is attached to these minutes.

RESOLUTION FOR LAKES OF NICHOLAS DRAINAGE PROJECT

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN,

MISSISSIPPI AUTHORIZING FOR DRAINAGE WORK AND REPAIRS AT LAKES OF NICHOLAS SUBDIVISION

WHEREAS, the City of Southaven ("City") has the authority pursuant to Mississippi Code Section 21-19-13 to perform drainage work on streams and water courses on private property to correct drainage issues if the work performed "will promote the health, comfort and convenience of the inhabitants of the municipality"; and

WHEREAS, the City has previously requested and received an Attorney General Opinion allowing for it to perform drainage work and repairs on private property provided that the landowner grants permission and that the work performed does not benefit only the landowners, but must benefit the citizens of the municipality. MS AG Op, Manley (September 6, 2013). However, incidental benefits which may arise to the landowner would not render the work unlawful. MS AG Op., Manley (September 6, 2013); and

WHEREAS, pursuant to the authority granted by Mississippi Code Section 21-19-13 and the Attorney General's Opinion to the City, the City desires to perform drainage work on the ditches located in the subdivision of the Lakes of Nicholas (collectively "the Project"), provided the City procures a temporary easement from the landowners, as the work will benefit the citizens of the City and promote the health, convenience and general welfare of the citizens of the City and is not being conducted solely for the benefit of private persons; and

WHEREAS, the City does not have any future obligation as a result of the City's drainage work for the Project and the work on the Project shall not create any additional rights for the benefit of any owner of public or private property.

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

- 1. Due to the public health of controlling mosquitos and welfare of children's safety and convenience of the citizens of the City, the City and its employees or representatives are authorized to perform the drainage repairs, including clearing and cleaning ditches and eradicating of beaver dams, for the Project and incur costs for the work. The representatives of the City shall adhere to all laws set forth in Mississippi Code 31-7-13 while performing the drainage repairs.
- 2. Before beginning work, the City shall procure a temporary easement allowing for the work and shall not maintain any obligation for any future work as a result of the drainage work being conducted.
- 3. The Mayor or his designee is authorized to effectuate the intent of this Resolution.

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

Alderman William Brooks YES

Alderman Kristian Kelly YES

Alderman Shirley Beshears YES

Alderman George Payne YES

Alderman Joel Gallagher YES

Alderman Scott Ferguson YES

Alderman Raymond Flores YES

RESOLVED AND DONE this 17th day of June, 2014.

DARREN MUSSELWHITE, MAYOR

ATTEST:

CITY CLERK

<u>BID RECOMMENDATIONS FOR HURRICANE CREEK SEWER</u> PROJECT – PHASE 4

RESOLUTION OF CITY OF SOUTHAVEN BOARD OF ALDERMAN AWARDING BID TO ARGO CONSTRUCTION CORPORATION

WHEREAS, pursuant to Mississippi Code Section 31-7-13, the City of Southaven ("City") previously advertised for Phase 4 of the Hurricane Creek Sewer Project ("Project"); and

WHEREAS, the City's Engineer and Neal Schaffer have reviewed the pricing and bids along with the qualifications, responsibility and other information which is responsive to the Request for Bids to determine which bid is the lowest and best; and

WHEREAS, the City, pursuant to Mississippi Code Section 31-7-13, acknowledges that Argo Construction Company ("Argo") is the low bidder; and

WHEREAS, Argo had the low bid of \$429,420.00 and was the most responsive to the bid specifications; and

WHEREAS, the City has the power to waive any informalities in the responses to the bid; and

WHEREAS, the City desires to conditionally award the contract for the Project to Argo contingent upon final approval of the Mississippi Department of Environmental Quality ("MDEQ").

NOW THEREFORE, be it resolved as follows:

- 1. Pursuant to Mississippi Code 31-7-13 and the bid specifications whereby the City advertised that it would award the contract to the lowest, best and responsible bid, and the recommendation of the City's Engineer and Neel Schaffer, the City hereby conditionally awards the contract to Argo in the amount of \$429,420.00, which is contingent upon MDEQ approval.
- 2. The City hereby waives the informality of Argo not including a photocopy of the original as such error did not affect the competitive nature of the bid and create any advantage for Argo.
- 3. Furthermore, as the Mississippi Supreme Court and multiple Attorney General Opinions have noted when this discretion is exercised by a Board in regard to awarding bids, the courts will not interfere. *Parker Bros. v. Crawford*, 219 Miss. 199, 209, 68 So.2d 281 (1953).
- 4. The Mayor or his designee is authorized to execute a contract with Argo and other documentation required in order to effectuate the intent of this Resolution.

Following the reading of the foregoing Resolution, Alderman Payne made the motion and Alderman Ferguson seconded the motion for its adoption. The Mayor put the question to a roll call vote, and 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
Alderman Scott Ferguson	voted: YES
Alderman Raymond Flores	voted: YES

RESOLVED AND DONE, this 17th day of June, 2014.

Darren Musselwhite, MAYOR

ATTEST:	
CITY CLERK	· -

A copy of the recommendation letter and bid tabulation sheet is attached to these minutes.

BID RECOMMENDATION FOR STARLANDING AND HWY 51 SEWER LINE RELOCATION

Ray Humphrey, Utilities Director, presented this item to the Board. Mr. Humphrey stated that the City advertised for bids to relocate the pressure sewer main at the intersection of Highway 51 and Starlanding Road due to the redesign of that intersection. Mr. Humphrey further stated that the City has a MOU with MDOT that will fully reimburse all engineering and construction costs. Mr. Humphrey recommended that the bid be awarded to Argo Construction as the lowest and best bid. Alderman Payne made the motion to accept the recommendation. Motion was seconded by Alderman Ferguson. Motion was put to vote and passed unanimously.

A copy of the recommendation letter and bid tabulation sheet is attached to these minutes.

RECOMMENDATION TO PERMANENTLY REMOVE ROBERT'S TOWING FROM WRECKER ROTATION

Mayor Musselwhite stated that additional information developed that prevented the need to remove Robert's Towing from the wrecker rotation.

RESOLUTION GRANTING AUTHORITY 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: 4060 Triple Crown Loop North, 1337
Vicksburg Drive, 6051 Caroline Cove, 6054 Caroline Cove, 8026 Stratford
Drive, 8380 Greenbrook Parkway, 7660 Brookwood Place, 3260 Plum Point
Drive, 5820 Westminister Lane, to the effect that the said parcel of land has
been neglected whereby the grass height is in violation and there exist other

unsafe conditions and that the parcel of land in the present condition is deemed to be a menace to the public health and safety of the community.

WHEREAS, pursuant to Section 21-19-11 of the Mississippi Code

Annotated (1972), the governing authorities of the City of Southaven, Mississippi,
provided the owners of the above described parcel of land with notice of the
condition of their respective parcel of land and further provided them with notice
of a hearing before the Mayor and Board of Aldermen on Tuesday, June 17,
2014, by United States mail and by posting said notice, to determine whether or
not the said parcel of land were in such a state of uncleanliness as to be a menace
to the public health and safety of the community.

WHEREAS, none of the owners of the above described parcel of land appeared at the meeting of the Mayor and Board of Aldermen on Tuesday, June 17, 2014, 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: 4060 Triple Crown Loop North, 1337

Vicksburg Drive, 6051 Caroline Cove, 6054 Caroline Cove, 8026 Stratford Drive, 8380 Greenbrook Parkway, 7660 Brookwood Place, 3260 Plum Point Drive, 5820 Westminister Lane is deemed in the existing condition to be a menace to the public health and safety of the community.

BE IT FURTHER RESOLVED that the City of Southaven shall, if the owners of the above described parcel of land do not do so themselves, immediately proceed to clean the respective parcel of land, by the use of

municipal employees or by contract, by cutting weeds and grass and removing rubbish and other debris.

Following the reading of this Resolution, it was introduced by Alderman 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 Alderman William Brooks	VOTED YES
Alderman Kristian Kelly	YES
Alderman Shirley Beshears	YES
Alderman George Payne	YES
Alderman Joel Gallagher	YES
Alderman Scott Ferguson	YES
Alderman Raymond Flores	YES

The Resolution, having received a majority vote of all Aldermen present, was declared adopted on this, the 17th day of June, 2014.

CITY OF SOUTHAVEN, MISSISSIPPI

BY:

DARREN MUSSELWHITE

MAYOR

ATTEST:

SHEILA HEATH CITY CLERK

(SEAL)

PLANNING AGENDA

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

ITEM #1 Application by Alvin Gilless to rezone 9.92 acres on the east side of Airways, south of Stateline Road from Office to Agricultural.

Mrs. Choat-Cook stated that the applicant is requesting to down zone 9.92 acres of property on the east side Airways Boulevard, south of Stateline Road from Office to Agricultural. Mrs. Choat-Cook stated that the applicant has a purchaser that wants to utilize the land for a personal home for her and her elderly parents. Mrs. Choat-Cook stated that Staff recommendation would be to rezone the property to Estate Residential, in which, will not allow livestock and farming type development. Alderman Kelly made the motion to approve the application. Motion was seconded by Alderman Flores. Motion was put to vote and passed unanimously.

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

ITEM #2 Application by Julia Graves for a conditional use permit to allow a reception hall to be located at 9061 Millbranch Road

Mrs. Choat-Cook stated that this application is for a conditional use permit to open a banquet / reception hall at 9160 Millbranch Road in an existing multitenant building. Mrs. Choat-Cook stated that per the application, the total square footage is 1,100 square feet with 225 of that be incorporated into storage for the site. The banquet facility will utilize 875 square feet. Per the applicant, the types of banquets to be held at the facility are kid's birthdays, baby showers, small business meetings, and small receptions. There will be no family reunions, teenage, adult, or bachelor parties. Also, there will not be any alcohol or smoking on the premises. Mrs. Choat-Cook stated that pending the applicant can comply with the >50 people on site at any one time and maintains the no alcohol stipulation, then staff recommends approval of a one (1) year conditional use permit with a four (4) year extension to be renewed annually pending compliance with the requirements. Alderman Beshears made the motion to approve the conditional use permit. Motion was seconded by Alderman Brooks. Motion was put to vote and passed unanimously.

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

MAYOR'S REPORT

Mayor Musselwhite reported that the Citizen Request Tracker program is in place and available to the public. Mayor Musselwhite stated that this is a user-friendly program that has been used all over the United States and will create a more formal way to guarantee our services to our citizens. Mayor Musselwhite also

stated that once a citizen creates an account and is registered, they will be able to log in and report concerns, ask questions or upload photos by either using a computer or I Phone. When using an I Phone, the Citizen Request Tracker app will need to be downloaded from ITunes. Mayor Musselwhite stated that this will give better service to the citizens and strongly encouraged everyone to use the program.

Mayor Musselwhite stated that the Annual MML Conference will be held June 23 through June 25 and City officials that attend the conference will need approval for travel from the Board. Alderman Brooks made the motion to approve travel for City officials to attend the conference. Motion was seconded by Alderman Payne. Motion was put to vote and passed unanimously. In addition, Mayor Musselwhite asked the Board how they would like to handle mileage reimbursement. As it stands, our city handbook allows us to pay in advance for mileage. Mayor Musselwhite stated that he was indifferent, but wanted to hear from the Board if the mileage should continue to be issued prior to travel or request receipts for reimbursement when the employee returns. Alderman Brooks stated that it should be at the discretion of the Department Head. The Board agreed to leave the mileage reimbursement policy as it stands.

CITIZEN'S AGENDA

No Citizen's Agenda

PERSONNEL DOCKET

Personnel Docket

June 17, 2014

Payroll Additions	Position	Department	Start Date	Rate of Pay
Madelyn Davis	Concessions	Park Tournaments - 412	June 3, 2014	\$7.25
Talor Tucker	Concessions	Park Tournaments - 412	June 4, 2014	\$7.25
Khrista Talley	Concessions	Park Tournaments - 412	June 4, 2014	\$7.25

Kasey Shipman	Concessions	Park Tournaments - 412	June 4, 2014	\$7.25
Raven Richardson	Concessions	Park Tournaments - 412	June 16, 2014	\$7.25
Dondrell Franklin	Seasonal Laborer	Parks and Recreation - 411	June 16, 2014	\$8.00
John Taylor	Laborer	Utilities Maintenance - 825	June 23, 2014	\$10.20

Payroll	Previous		Effective	Proposed Rate
Adjustments	Classification	New Classification	Date	of Pay
Michael Moore Jr.	Concessions	Concessions - Cook	June 10, 2014	\$8.00
Harold Mears	Code Enforcement	No Change	June 16, 2014	\$14.00

Emplovee			Effective Wit	h/Without
Name	Department A	Action Taken	Date	Pay

Payroll Deletions	Position	Department	Termination Date	1 Rate of Pay
Brandon Harris	Seasonal Laborer	Parks and Recreation - 411	June 1, 2014	4 \$8.00

Christian Hopper	Concessions - Cook	Park Tournaments - 412	June 10, 2014	\$8.00
Lauren Teichert	Concessions	Park Tournaments - 412	June 10, 2014	\$7.25
Jeffrey Widmer	Patrol Officer III	Police - 211	June 15, 2014	\$20.49
Mason Wilson	P/T Laborer	Parks and Recreation - 411	June 20, 2014	\$7.25

Alderman Brooks made the motion to approve the Personnel Docket of June 17, 2014 as presented to this Board. Motion was seconded by Alderman Flores. The motion was put to vote and passed unanimously.

CITY ATTORNEY'S LEGAL UPDATE

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

Mr. Manley stated that FEMA/MEMA has requested a soil sample be taken from the storm shelter site located adjacent to the existing Dorchester Drive and Highway 51. Mr. Manley stated that Geotechnology, Inc. has proposed to perform a geotechnical subsurface exploration not to exceed \$5,800.00, in which, is fully reimbursable through the grant. Mr. Manley further stated that this is a time sensitive matter and requested approval of the contract. Alderman Gallagher made the motion to approve the contract with Geotechnology, Inc. and allow the Mayor to sign. Motion was seconded by Alderman Ferguson. Motion was put to vote and passed unanimously.

A copy of the agreement is attached to these minutes.

OLD BUSINESS

<u>Hurricane Creek Professional Services Amendment #1</u>
Mayor Musselwhite stated that there will not be any discussion at this time.

CLAIMS DOCKET

After removal of voucher number 221934 in the amount of \$191.68 payable to Petty Cash, a motion was made by Alderman Payne to approve the Claims Docket of June 17, 2014, including demand checks and payroll in the amount of \$1,200,851.63. Motion was seconded by Alderman Flores.

Excluding voucher numbers:

221132, 221141, 221250, 221334, 221472, 221552, 221589, 221623, 221647, 221649, 221661, 221763, 222007, 222009, 222152, 222158

Roll call was as follows:

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

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried and approved for payment on this the 17th day of June, 2014.

Alderman Ferguson recused himself and left the room.

A motion was made by Alderman Payne to approve the Special Claims Docket of June 17, 2014 in the amount of \$4,010.68. Motion was seconded by Alderman Gallagher.

Roll call was as follows:

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

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried and approved for payment on this the 17th day of June, 2014.

Alderman Ferguson then returned to the room.

EXECUTIVE SESSION

A copy of the Executive Session minutes are maintained in the City Clerk's office.

A motion was made by Alderman Flores to allow for discussion regarding the options for entering into a contract for the City Engineer Services. The motion was seconded by Alderman Brooks. The motion passed by unanimous vote.

The Mayor discussed with the Board the terms of the contract with Civil Link. After discussion and questions regarding fees, duties, termination procedures and contract amendment procedures for future projects, a motion was made by Alderman Brooks to enter into a professional services contract with Civil Link for City Engineering Services as set forth in the contract. The motion was seconded by Alderman Flores. The motion passed by unanimous vote.

Mayor Musselwhite added it should be noted that he and Whitney Choat-Cook, Planning Director, will be attending classes to become LPA Certified.

There being no further business to come before the Board of Aldermen, a Motion was made by Alderman Flores to adjourn. Motion was seconded by Alderman Gallagher. Motion was put to a vote and passed unanimously, June 17, 2014 at 8:15 p.m.

Darren Musselwhite, Mayor

Sheila Heath, City Clerk (Seal)

BUSINESS Account Name: Southave	en Water - R	utland				10	#: 639059	3
						-		
			RINFORMAT	TION (Service Location				
	ss 1 8507 INVE	RNESS			-	SOUTHAVEN		
Addre			-		State_			
Primary Contact N					Code_	38672	_	
	ione (901) 831-	0244			County			
Ceil Pr					_	humphrey@s	outnaven.org	
Pager Nun	nber			Primary Fax N	umber			
Technical Contact N				Tech Contact O	_	No		
Technical Contact Business Ph			-	Technical Contac				
Property Manager Contact N	ame			Property Mgr.	Phone			
				NESS SERVICES				
		Selec	ction (X)					
Business Voice		+						
Business Internet		+	X					
Business TV		+		Canriae To	rm (88-	nthe)		36
Business Signature Support		1	. DII 2	Service Te				30
	<u>(</u>	COMCAST	BUSINESS	SERVICES DETAILS				
Business Voice				Comcast Business Pa	ckage	<u> </u>		
VOICE SELECTIONS Full Feature Voice Lines	Quantity_ 0	Unit Cost	Total Cost	Packaga Name:				
Adtl. F.F. Voice Lines w/ pkg.	, ,			F	ACKAG	E DESCRIPT	ICM	
4+ Lines								
Basic Lines	0							
fax Lines Folt Free Numbers								
guipment Foe								
VOICE OPTIONS	Selection(X)	Tota	ol Cost					
/oicemail	0			Business TV*				
Directory Listing Suppression Auto-Altendant		-		TV SELECTIONS		Selection(X)	Tota	i Cost
Voice offers & options not available in all market	<u>r</u> s,			Basic Select		 	-	
Business Internet*				Information & Entertainme	nt	 		
INTERNET SELECTIONS	Selection(X)		al Cost	Variety				-
Starter	X	- \$1	69.95	Standard				
Preferred Other				Preferred		 		
quipment Fee	×	5	9.95	Music Choice Standalone TV OPTIONS		Selection	Tota	ıl Cost
<u> </u>				Sports Pack**				
INTERNET SELECTIONS	Selection(X)	Non-Recu	rring Chargo	Music Choice W/Comcast E	lusiness	ļ		
Vireless Gateway Fee	<u> </u>			Canales Selecto			<u> </u>	
iusiners, Internat speed tier selections not avail Isiness, Internet speed tiers from Comcast inclu	able in all markets. W de (wo(2) Microsoft (ith the exception bullook email box	of Besic Connect, all es for no additional	Other Description		 		
rarge. The Basic Connect speed tint does not in inchased separately. Comcast reserves the right	to change this Mkm	es, Additional em soft Outlook en e	all boxes may be if offering at any	Other Programming		<u> </u>		
ne, st its sole discretion, upon written notice to (Customer.			TV OUTLETS	•	Quantity	Unit Cost	Total Co
	,			Additional Outlets		 		
INTERNET OPTIONS	Selection(X)		I Cost	HD Outlet Charges				
Microsoft Outlook Office Email Web Hosting - Starter	x.		luded l	mini mDTA/mDTA Type	# ol	Outlets	NRC	MRC
Static IP - 1	x		4.95	[
Dynamic IPV6				1 Not available in home offices or pub	ic Alem eap	ablishments. TV se	lections & options	no evallable in
Wi-Fi Internet selections & options not available in all	granikala Markala			markets. Customer acknowledges licensing or copyright fees for music of	and underal ontained in	ands Customer ma any or all of the Se	sy de responsible i orvices, including,	or eddillonel mi but not limited to
suretified selections of oblique not extribible in reli	ты каш.			Video prid/or Priblic View Video, Available for Standard & Preferred	TV offers or	ılv.		
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COMCAST BUSINESS	E	BUSINES	SS SER	VICE O	RDER A	GREEMENT	•
Account Name:	Southaven Wate	r - Rutlan	d			ID#: 6390596	<u> </u>
		COMCAS	BUSIN	ESS TOT	AL SERV	ICE CHARGES	
Comcast Business		Selection(X) Quantity	Unit Cost	Total Cost		
Installation Fee		Х		\$49.00	\$49.00	Total Monthly Service Charge	\$94.85
Voice Activation Fee*				<u> </u>		Promotional Code (if applicable)	
Auto-Attendant Setup F	ee		ļ.				
Voice Jack Fee		_	.	 		Discount On Internat(if applicable)	
Toll Free Activation Fee			├─-			Discount On Video(If applicable)	
Directory Listing Fee			 			Discount On Volce(if applicable)	
One Time Fix Plans			ļ		-	Discount On Signature Support(if applicable)	
One-Time Tech Solve			 -				
In Wall Wiring & Setup	<u></u>		<u> </u>				
1st Drop		ļ	-			Total Discount	\$0.00
2 plus Drops		<u> </u>	<u> </u>				
Second Cable Run			<u> </u>				
Wireless Network Setup	/ 1 WorkStation Setup	<u> </u>	ļ			Total Recurring Monthly Bill:*	\$94.85
Work Station Setup Add	l-on	<u> </u>				* Applicable federal, state, and local taxes and fees	тву вррју.
Wireless Network Setup	Add-on						
Onsite Survey							
Same Day Service							
Next Day Service							
Per line activation fee, up to for	ır (4) line meximum cherge.						
	Total Installa	tion Char	ges:*		\$49.00		
	* Does not Include	Custom installation	on Feba.				
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	GENERAL SPECIAL INSTRUCTIONS	
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COMCAST BUSINESS Account Name: So	BUSINESS SERVIC	E ORDER AGREE	MENT	ID#: <u>6390596</u>	
	COMCAST BUSINESS INTE	RNET CONFIGURATION	ON DETAILS		
T				IP Gateway	
Transfer Existing Comca		Equipment Selection		Yes	
Number of Static IPs*	a STATIC IP JUSTIFICATION FORM is required.	Business Web Host	ing	ites	
a o o more source in a are requested	COMCAST BUSINESS T	V CONFIGURATION I	ETAILS		
	COMCAST BUSINESS 1	V CONFIGURATION I		10	
Outlet Details	Location	Outlet Type	Additiona	I Comments:	
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Outlet 2 - Additional			<u> </u>		
Outlet 3 - Additional]		
Outlet 4 - Additional			OUTLETS	S 9 & UP QUANTITY	
Outlet 5 - Additional	· -		Analog	33231	
Outlet 6 - Additional			Digital		
	· ·		HDTV		
Outlet 7 - Additional			DTA	-	
Outlet 8 - Additional] [2.7		
			DET 111 -		
	COMCAST BUSINESS VO			<u> </u>	
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			Phone Syste	em Manufacturer	
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			Fax Machine	e Manufacturer	
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			Alarm System	m Vendor	
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			Point of Sale	Device	
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			Telco Closet	Location	
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			Hunt Gro	oup Configuration Details	
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			11		
			Hunt Group	Configuration Type	
·		}	Hunt Group I	Pilot Number	
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Toll Free #	Calling Origination Area	Associated TN			
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Directory Listing Detail		J	I		
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Directory Listing Phone Nur	nber	Additional Voice De	MIS	 	
Directory Listing Display Na	ime	Caller ID (Yes/No)			
DA/DL Header Text Informa	ation	Caller iD Display Name	max 15 char.)		
DA/DL Header Code information International Dialing (Yes/No) No					
Standard Industry Code Info		Call Blocking (Yes/No)			
	: I.	Auto-Atlendant (Yes/No)		No	
		. Into the state of the state of		···	

COMCAST BUSINESS

BUSINESS SERVICE ORDER AGREEMENT

Account Name: Southaven Water - Rutland

ID#: 6390596

CUSTOMER BILLING INFORMATION						
Bliling Account Name	Southaven Water - Rutland	City	Southaven			
Billing Name (3rd Party Accounts)		State	MS			
Address 1	8507 Inverness	ZIP Code	38672			
Address 2		Billing Contact Email	rhumphrey@southaven.org			
Bliling Contact Name	Ray Humphrey	Billing Contact Phone	(901) 831-0244			
Tax Exempt?*	No	Billing Fax Number				
* If ves. ploas	e provide and attach tax exemption certificate.					

AGREEMENT

1. This Comcast Business. Service Order Agreement sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Comcast") will provide the Services to Customer. This Comcast Business. Service Order Agreement consists of this document ("SOA"), the standard Comcast Susiness. Terms and Conditions ("Terms and Conditions"), and any jointly executed amendments ("Amendments"), collectively referred to as the "Agreement". In the event of inconsistency among these documents, precedence will be as follows: (1) Amendments. (2) Terms and Conditions, and (3) this SOA. This Agreement shall commence and become a legally binding agreement upon Customer's execution of the SOA. The Agreement shall terminate as set forth in the Terms and Conditions (http://business.comcast.com/terms-conditions/index.aspx). All capitalized terms not defined in this SOA shall reflect the definitions given to them in the Terms and Conditions. Use of the Services is also subject to the then current High-Speed Internet for Business Acceptable Use Policy located at http://business.comcast.com/terms-conditions/index.aspx (or any successor URL), and the then current High-Speed Internet for Business Privacy Policy located at http://business.comcast.com/terms-conditions/index.aspx (or any successor URL), both of which Comcast may update from time to time.

FOR SIGNATURE SUPPORT CUSTOMERS ONLY: Instead of the Comcast Business. Terms and Conditions, your Agreement includes the Signature Support Terms and Conditions available at http://business.signaturesupport.comcast.com/terms-and-conditions.html.

2. Each Comcast Business Service ("Service") carries a 30 day money back guarantee. If within the first thirty days following Service activation Customer is not completely satisfied. Customer may cancel Service and Comcast will issue a refund for Service charges actually paid by Customer, custom installation, voice usage charges, and optional service fees excluded. In order to be eligible for the refund, Customer must cancel Service within thirty days of activation and return any Comcast-provided equipment in good working order. In no event shall the refund exceed \$500.00.

FOR SIGNATURE SUPPORT CUSTOMERS ONLY: The guarantee is applicable only to Signature Support subscription plans. If you use the service in the first 30 days, you will be refunded your subscription rees, but charged the applicable one-time fee.

3. IF CUSTOMER IS SUBSCRIBING TO COMCAST'S BUSINESS VOICE SERVICE, I ACKNOWLEDGE RECEIPT AND UNDERSTANDING

E911 NOTICE

- Comcast Business Voice service ("Voice") may have the E911 limitations specified below:

 In order for 911 calls to be properly directed to emergency services using Voice, Comcast must have the correct service address for the Voice Customer. If Voice is moved to a different location without Comcast's approval, 911 calls may be directed to the wrong emergency authority, may transmit the wrong address, and/or Voice (including 911) may fail altogether.
- Voice uses electrical power in the Customer's premises. If there is an electrical power outage, 911 calling may be interrupted if the battery back-up in the associated multimedia terminal adapter is not installed, falls, or is exhausted after several hours.
- Voice calls, including calls to 911, may not be completed if there is a problem with network facilities, including network congestion, network/equipment/power failure, or another technical problem.
- Comcast will need several business days to update a Customer service address in the E911 system. All change requests and questions should be directed to 1-800-391-3000. USE OF VOICE AFTER DELIVERY OF THIS DOCUMENT CONSTITUTES CUSTOMER ACKNOWLEDGEMENT OF THE E911 NOTICE ABOVE.
- 4. To complete a Voice order, Customer must execute a Corncast Letter or Authorization ("LOA") and submit it to Comcast, or Comcast's third party order entry Integrator, as directed by Comcast.
- 5. New telephone numbers are subject to change prior to the install. Customers should not print their new number on stationery or cards until
- 6. Modifications: All modifications to the Agreement, if any, must be captured in a written Amendment, executed by an authorized Comcast Senior Vice President and the Customer. All other attempts to modify the Agreement shall be void and non-binding on Comcast. Customer by signing below, agrees and accepts the Terms and Conditions of this Agreement.

CUSTOMER SIGNATURE
By signing below, Customer agrees and accepts the Terms and Conditions of this Agreement. General Terms and Conditions can be found at http://busineec.com/cast.com/terms-conditions/index.aspx.
Signature / Munituble
Print: Darren Musselwhite
Title: Mayor
Date: 6 - 17 - 14

FOR COMCAST USE ONLY					
Sales Representative: Brooke Gray					
Sales Representative Code:					
Sales Manager/Director Bryan Moultria					
Sales Manager/Director					
Division: <u>Central</u>					
Lead ID: 6390596					

RESOLUTION OF SUPPORY BY THE CITY OF SOUTHAVEN FOR THE INTELLIGENT TRANSPORTAION SYSTEMS (ITS) PROJECT

WHEREAS, the Mississippi Department of Transportation (MDOT) made \$1.5 Million in federal Congestion Mitigation and Air Quality (CMAQ) funding available to local agencies within the Mississippi portion of the Memphis Nonattainment Area for Federal fiscal years 2013 and 2014; and

WHEREAS, the MDOT issued a solicitation for eligible projects to on September 25, 2013; and

WHEREAS, all eligible jurisdictions cooperatively determined a single, large project would be more beneficial to Desoto County residents; and

WHEREAS, the MDOT agreed oversee a project and to match the \$3 Million in CMAQ funding at an equal share if the local jurisdictions could agree upon a single project scope; and

WHEREAS, with input from the local jurisdictions, the MDOT developed a draft project plan and initial cost estimate for an Intelligent Transportation System (ITS) project; and

WHEREAS, the cost for professional engineering services and construction is estimated to be approximately \$9.5 Million; and

WHEREAS, the project is expected to improve mobility and reduce congestion, reduce travel delays and the number of stops required on arterial routes, provide real time traveler information, improve incident management and emergency response, and monitor travel timer performance and reliability; and

WHEREAS, the MDOT has requested support of the Boards of the affected local jurisdictions to oversee the project and utilize the \$3 Million CMAQ funds.

NOW, THEREFORE, BE IT RESOLVED, that the City of Southaven supports the project plan as proposed by the MDOT and agrees that the MDOT should move forward with the development and construction of the ITS project utilizing the \$3 Million in CMAQ funds.

REMAINDER OF PAGE LEFT BLANK

A motion was made by Alderman Brooks to approve the foregoing Resolution. The foregoing Resolution was seconded by Alderman Gallagher and brought to a vote as follows:

Alderman Kristian Kelly

voted: YES

Alderman Shirley Beshears

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 17 day of June 2014.

CITY OF SOUTHAVEN, MISSISSIPPI

(BY: Doven

DARREN MUSSELWHITE, MAYOR.

ATTEST

SHEILA HEATH, CITY CLERK

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI FOR LEASE DONATION OF SNOWDEN GROVE TO HEALING HEARTS CHILD ADVOCACY CENTER FOR 5K RUN ON FEBRUARY 28, 2015

WHEREAS, the City of Southaven ("City") pursuant to Mississippi Code Sections 17- 3-3 and 21-17-1(3)(b)(ii) and 21-19-65, the City desires to provide a lease donation of the Southaven Snowden Grove ("Snowden") to the Healing Hearts Child Advocacy Center ("Center") on February 28, 2015 for a 5K to benefit the Center; and

WHEREAS, the City has control of the municipal property at Snowden and has the authority under the City's Rental Policy to donate use of Snowden to the Center as it a non-profit entity and Center will use Snowden to host a 5k Fundraiser which will benefit the Center and its mission of helping children in the community; and

WHEREAS, the City finds that the Center's mission and purpose for this specific fundraiser at Snowden on February 28, 2015 is consistent with the mandates of Mississippi Code Section 21-17-1(3)(b)(ii) and allows the Center to utilize via an in-kind donation of the lease from the City; and

WHEREAS, pursuant to Mississippi Code 21-19-65, the City desires to provide an in-kind match, via donation of Snowden, of the funds raised by the Center at the fundraiser to promote and support the social and community service program of helping disadvantaged children that the Center provides.

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

SECTION 1. Pursuant to Mississippi Code 21-17-1(3)(b)(ii) and 21-19-65, the Governing Body of the City hereby donates Snowden to the Center on February 28, 2015 to assist with the fundraiser, as a match as part of the in-kind donation provided by the City, and to assist the efforts of the fundraiser to benefit the Center for the advancement of the moral interest of the City.

SECTION 2. Pursuant to Mississippi Code 17-3-3, the City also desires to advertise its City Facilities, including Snowden, and desires to advance the moral interest of the City by allowing Snowden to be used by the Center for the fundraiser based on the purposes of the fundraiser.

SECTION 3. On behalf of the City, the Mayor or his designee is directed to take all actions to effectuate this Resolution.

REMAINDER OF PAGE LEFT BLANK

Following the reading of the foregoing resolution, Alderman Brooks made the motion to adopt the Resolution and Alderman Flores seconded the motion for its adoption. The Mayor put the question to a roll call vote and the result was as follows:

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

RESOLVED AND DONE, this 17th day of June, 2014.

DARREN MUSSELWHITE, MAYOR

CITY CLERK'S OFFICE

ATTEST

RESOLUTION AUTHORIZING MAYOR DARREN MUSSELWHITE
TO EXECUTE CONTRACTS AND SIGN DOCUMENTS
ON BEHALF OF THE CITY OF SOUTHAVEN, MISSISSIPPI
FOR THE GETWELL ROAD IMPROVEMENT PROJECT
NUMBER STP-1945-00 (001) LPA/104574-701000
CITY OF SOUTHAVEN, DESOTO COUNTY, MISSISSIPPI

Be it resolved that the City of Southaven Board of Alderman do hereby authorize the Mayor of Southaven, Darren Musselwhite, to execute and sign contracts on behalf of the City of Southaven for the Getwell Road Project funded by the Mississippi Department of Transportation.

On a motion by Alderman Payne, and seconded by Alderman Ferguson, the motion to adopt the forgoing resolution passed this the 17th day of June, 2014.

Alderman William Brooks YES

Alderman Kristian Kelly YES

Alderman Shirley Beshears YES

Alderman George Payne YES

Alderman Joel Gallagher YES

Alderman Scott Ferguson YES

Alderman Raymond Flores

YES YES

DARREN MUSSELWHITE, MAYOR

CITY CLERK

Mark C. McConnell Deputy Executive Director/ Cilef Engineer

Lisa M. Hancock
Deputy Executive Director/
Administration



Melinda L. McGrath Executive Director Mike Tagert Northern District Commissioner

Mark Holley District 1 Engineer

James M. Turner District 2 Engineer

P. O. Box 660 / Batesrille, MS 38606-0660 / Telephone (662) 563-4541 / EAX (662) 563-0138 / GaMDOT.com

June 3, 2014

Mayor Darren Musselwhite

Attn: Ron Smith

8710 Northwest Dr.

Southaven, MS 38671

RF.

STP-1945-00(001)LPA 104574-701000

DeSoto County

Dear Mayor Musselwhite:

Please find enclosed two original Memorandum of Understanding for your execution. Once signed, please return both original documents to my office for further processing.

If you have any questions, please contact me at 662-563-4541.

Sincerely,

Brian Copeland

District LPA Engineer

Cc;

File

STP-1945-00(001)LPA 104574-701000 Getwell Road City of Southayen 4,4,2014 politerplate

REPLACEMENT Memorandum of Understanding

STP-1945-00(001)LPA 104574-701000 Getwell Road City of Southaven

This Replacement Agreement is made between the Mississippi Transportation Commission, a body Corporate of the State of Mississippi (hereinafter referred to as the "COMMISSION"), acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation ("MDOT") and City of Southaven (hereinafter referred to as the "LPA"), for the purpose of establishing the agreed conditions under which the LPA may utilize Small Urban & MPO funding source and subsequent acts to complete the proposed project as described below, effective as of the date of the last execution below.

WHEREAS, the LPA has announced its intentions to widen Getwell Road from Hwy 302 to the Tennessee State line; (hereinafter referred to as the "PROJECT"); and

WHEREAS, it is anticipated that approximately \$6,158,189.00 in federal funds (80% federal match and 20% local match) for the construction of the PROJECT, and the above mentioned federal funds will expire if they are not obligated on or before September 30, 2014. The above funds are subject to normal reductions and obligational limitations; and

WHEREAS, the LPA agrees that if funds from FHWA are utilized that the LPA will be bound by, and will comply with, any and all federal requirements and the MDOT operating procedures, even though the federal requirements, when coupled with MDOT procedures, specify that no retainage is to be withheld; and

WHEREAS, the LPA will be responsible for all PROJECT cost over and above the maximum amount of Federal Funds allocated to the PROJECT by the COMMISSION, and

WHEREAS, the MDOT requires the LPA to provide the local share previously stated; and

WHEREAS, the COMMISSION is hereby consenting to allow the LPA to manage the PROJECT under the terms and provisions of this Memorandum of Understanding; and

WHEREAS, the COMMISSION and the LPA desire to set forth more fully the understanding of the parties with respect to the process by which this will be accomplished, and this document supersedes all other agreements unless herein specified.

NOW, THEREFORE, for and in consideration of the premises and agreements of the parties as hereinafter contained, the LPA and the COMMISSION mutually enter into the following Memorandum of Understanding for these and any future federal funds that may be allocated to this PROJECT

Page 1 of 8

STP-1945-00(001)LPA 104574-701000 Gerwell Road City of Southaven 4.4.2014 Beliendale

ARTICLE I. DUTIES AND RESPONSIBILITIES

- A. The LPA, which is hereby designated as the Local Sponsor for the purposes herein, will:
- 1. Designate a full time employee of the LPA as the Project Director, who will serve as the person of responsible charge for the PROJECT and will coordinate all PROJECT activities with the MDOT District LPA Coordinator.
- 2. Follow the procedures set out in the latest online version of the Project Development Manual (PDM) for Local Public Agencies necessary for the PROJECT including, but not limited to, project activation, consultant selection, request and/or develop and follow all necessary permits, environmental process, preliminary design, Right of Way acquisition (if required), advertisement for and selection of a contractor, construction oversight, and project close out.
- 3. Submit to the MDOT four (4) complete sets of "as-built" plans in printed form and the original electronic files in a format that is compatible with Microstation prior to MDOT acceptance. Upon request, MDOT may waive this requirement for selected projects.
- 4. Be responsible for all maintenance of the PROJECT during and after completion.
- 5. Agree to be bound by any and all federal requirements and the MDOT operating procedures, even though the federal requirements, when coupled with MDOT procedures, specify that no retainage is to be withheld.
- 6. Agree that if any act of omission or commission on the part of the LPA causes loss of Federal funding from FHWA or any other source, or any penalty being imposed by the United States of America under the Clean Water Act, 33 U.S.C. § 1251, et seq. or any other provision of law, the LPA will be solely responsible for all additional costs.
- 7. Promptly pay any consultants or contractors monies due them within 45 days of submittal of invoice from the consultant or contractor. MDOT reserves the right to withhold Federal reimbursement until adequate proof of payment has been produced should the above not be followed.
- 8. If there is any requirement for "matching" funds, or if the anticipated cost of construction will exceed the available Federal-aid funds, the LPA shall be solely responsible for providing said local share or any funds above the Federal-aid funds at such time as the funds may be required.
- 9. All contracts and subcontracts shall include a provision for compliance with Senate Bill 2988 from the 2008 Session of the Mississippi Legislature entitled "The Mississippi Employment Protection Act," as published in the General Laws of 2008 and codified in the Mississippi Code of 1972, as amended (Sections 71-11-1 and 71-11-3), and any rules or regulations promulgated by the COMMISSION, the Department of Employment Security, the State Tax Commission, the Secretary of State, or the Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1, et seq., Mississippi Code of 1972, as amended) regarding compliance with the Act. Under this Act, the LPA and every sub-recipient or

STP-1945-00(001)LPA 104574-701000 Getwell Road City of Southaven 4.4.2014 Dollerplate

subcontractor shall register with and participate in a federal work authorization program operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Illegal Immigration Reform and Immigration Responsibility Act of 1996, Public Law 104-208., Division C, Section 403(a); 8 USC, Section 1324a

- 10. The LPA will be required to acknowledge the MDOT and the FHWA for their participation in the project in any news releases or other promotional material for the PROJECT. The PROJECT sponsor shall notify the MDOT LPA Division of any ceremonies related to the PROJECT.
- 11. In the event right-of-way acquisition for, or actual construction of, the road for which this preliminary engineering is undertaken is not started by the close of the tenth federal fiscal year following the fiscal year in which this preliminary engineering project is obligated, the LPA may be required to repay to the FHWA the sum or sums of Federal funds reimbursed to the LPA for this preliminary engineering work; and (2) in the event that right-of-way acquisition is started by the close of the tenth federal fiscal year, but construction is not started by the close of the twentieth federal fiscal year following the fiscal year in which this preliminary engineering project is obligated, the LPA may be required to repay to the FHWA the sum or sums of Federal funds reimbursed to the City for this preliminary engineering work and right-of-way acquisition.
- 12. The LPA will be required to submit to the District LPA Coordinator monthly progress reports through the Notice to Proceed for construction, which shall include, but not be limited to, the work which has been completed that month and the planned work for the upcoming month. The LPA will also provide a project progress schedule which will report project milestones and the target date for the LPA's request for Ad Authority. These project milestones are to be updated once any milestones are missed.
- 13. The LPA agrees that any project that uses federal funds shall be properly maintained at all times. If such required maintenance is not performed, as appropriate, future federal funds may be withheld for any projects in the jurisdiction of the local agency.
- 14. The LPA agrees to maintain, and make available to Commission, a sufficient accounting system with proper internal controls and safeguards. The accounting system and its controls should at all times maintain adequate recording and reporting of federal funds received by the LPA. If sufficient internal controls over the LPA's federal funding are not maintained, federal funds may be withheld and future transportation projects will not be considered.

B. THE COMMISSION WILL:

- 1. Allow the LPA to design and construct the proposed transportation improvements provided that the design meets with MTC and FHWA approval and that all costs of the improvements that are not covered by federal funds are borne by the LPA.
- 2. Enter into cooperative agreements or permits necessary to allow the LPA access to the property of the COMMISSION for the purposes of constructing the proposed transportation improvements.

STP-1945-00(001)LPA 104574-701000 Getwell Road City of Southaven 4.4.2014 Rollerplate

- 3. Work with the LPA, through the District LPA Coordinator, during the various phases of the work with the goal of producing a project that will be acceptable to the COMMISSION upon completion.
- 4. Review all submittals in a timely manner, in accordance with the PDM, to allow the project to progress in an orderly fashion.
- 5. During the progress of the PROJECT, assist the LPA in obtaining reimbursements of federal funding for any phase that is eligible for reimbursement. All costs associated with this process, and any other involvement by the MDOT staff in this PROJECT, will be charged as a project cost.
- 6. Submit all documents to the Federal Highway Administration (FHWA) when required or requested by the FHWA.

ARTICLE II. GENERAL PROVISIONS

- A. Should the LPA fail to complete the construction of the proposed transportation improvements as contemplated by this agreement after construction is commenced, the LPA agrees that it will bear all costs of completion over and above the funds supplied by the FHWA through MDOT. The COMMISSION shall have the right to audit all accounts associated with the PROJECT, and should there be any overpayment by the COMMISSION to the LPA, the LPA agrees to refund any such overpayment within 30 days of written notification. Should the LPA fail to reimburse the COMMISSION, the COMMISSION shall have the right to offset the amount due from any other funds in its possession that are due the LPA on this or any other project, current or future.
- B. This Memorandum of Understanding shall be subject to termination at any time upon thirty (30) days written notice by either party. Such notice shall not, however, cancel any contract made in reliance upon this agreement and underway at the time of termination. Any contract underway shall be allowed to conclude under its own terms. The LPA agrees to bear complete and total legal and financial responsibility for any such agreement. Additionally, funds may be suspended/terminated under the provisions of Section F.
- C. It is understood that this is a Memorandum of Understanding and that more specific requirements for the conduct of the design of the transportation improvement project are contained in the Federal Statutes, the Code of Federal Regulations, the Mississippi Code, and the Standard Operating Procedures for MDOT, and other related regulatory authorities. The LPA agrees that it will abide by all such applicable authority.
- D. In the event that any act of omission or commission on the part of the LPA causes loss of Federal funding from FHWA or any other source, or any penalty being imposed by the United States of America under the Clean Water Act, 33 U.S.C. § 1251, et seq. or any other provision of law, the LPA shall be solely responsible for all additional costs.

STP-1945-00(001)LPA 104574-701000 Getwell Road City of Southaven 4,4,2014 Bolleman

- E. Should the LPA miss the obligation deadline set in this MOU, MDOT reserves the right to obligate funds for the project as obligation authority becomes available, and may not authorize the obligation of those funds until after the obligation of other projects that are set to meet their individual deadlines
- F. The Executive Director of MDOT may withhold federal funds for the PROJECT for any of the following reasons:
 - a. Failure to proceed with the work when so instructed by the MDOT or to adhere to the requirements of the contract.
 - b. Failure to perform the work with sufficient workmen, equipment and materials to assure completion within contract time.
 - c. Performing unacceptable work, or neglecting or refusing to remove materials or to perform any such work as may be rejected as unacceptable.
 - d. Discontinuing the prosecution of the work.
 - e. Failure to comply with all federal, state and local laws, ordinances, regulations, permits, and all orders and decrees of bodies or tribunal's having jurisdiction or authority which affect those engaged or employed on the work or affect the conduct of the work.
 - f. Becoming insolvent, being declared bankrupt or committing any act of bankruptcy or insolvency.
 - g. Allowing a final judgment to stand unsatisfied.
 - h. Making an assignment for the benefit of creditors.
 - i. Failure to deal with all storm water issues as defined in the permit and/or PDM.
 - j. Failure to properly maintain any project that uses federal funds may cause future federal funds to be withheld for any projects in the jurisdiction of the local agency.
 - k. Failure for any other cause whatsoever to carry on the work in an acceptable manner.
- G. It is understood that obligation authority is uncertain and should MDOT or the MPO exceed its obligation authority for the year, the LPA understands that it be may be required to move the project to another fiscal year for the funds to be obligated.

STP-1945-00(001)LPA 104574-701000 Getwell Road City of Southaven 4.4.2014 tralierplate

Before federal Funds are terminated, the LPA will be notified in writing by the Executive Director of the conditions which make termination of funds imminent. If no effective effort has been made by the LPA, its agents, employees, contractors or subcontractors, to correct the conditions of which complaint is made, within fifteen (15) calendar days after notice is given, the Executive Director may declare the Federal Funds suspended for the PROJECT and notify the LPA accordingly. The LPA will then have forty-five (45) days in which to correct all conditions of which complaint is made. If all conditions are not corrected within forty-five (45) days, the Executive Director may declare the federal funds for the PROJECT terminated and notify the LPA accordingly. If all conditions are corrected, within the forty-five (45) day period, the LPA will be reimbursed under the terms of this agreement, for all work satisfactorily completed during the forty-five days period.

ARTICLE III. NOTICE & DESIGNATED AGENTS

A. For purposes of implementing this section and all other sections of this Agreement with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise indentured in the addenda hereto:

For Contractual Administrative Matters:

COMMISSION: Executive Director

MDOT

P.O. Box 1850

Jackson, MS 39215-1850

Phone: (601) 359-7002

Fax: (601) 359-7110

LPA:

Mayor Darren Musselwhite

City of Southaven

8710 Northwest Drive

Southaven, MS 38671 Phone: (662) 280-2489

Fax: (662) 280-6556

For Technical Matters:

COMMISSION:

District LPA Coordinator - District 2

MDOT

PO BOX 660

Batesville, MS 38606

Phone: (662) 563-4541

Fax: (662):563-0138

. . . .

LPA: Ron Smith

City of Southaven

8710 Northwest Drive

Southaven, MS 38671

Phone: (662) 280-2489

Fax: (662) 280-6556

B. All notices given hereunder shall be by U.S. Certified Mail, return receipt requested, or by facsimile and shall be effective only upon receipt by the addressee at the above addresses or telephone numbers.

ARTICLE IV. RELATIONSHIP OF THE PARTIES

A. The relationship of the LPA to the COMMISSION is that of an independent contractor, and said LPA, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will

Page 6 of 8

STP-1945-00(001)LPA 104574-701000 Getwell Road City of Southaven 4.4.2014 tidlerplane

neither hold itself out as, nor claim to be, an officer or employee of the COMMISSION by reason hereof. The LPA will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the COMMISSION, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

B. The COMMISSION executes all directives and orders through the MDOT. The LPA executes all directives and orders pursuant to applicable law, policies, procedures and regulations. All notices, communications, and correspondence between the COMMISSION and the LPA shall be directed to the designated agent shown above in Article III.

ARTICLE V. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

To the extent permitted by law, the Commission and the LPA agree that neither party nor their agents, employees, contractors or subcontractors, will be held liable for any claim, loss, damage, cost, charge or expenditure arising out of any negligent act, actions, neglect or omission caused solely by the other party, its agents, employees, contractors or subcontractors.

ARTICLE VI. MISCELLANEOUS

No modification of this Memorandum of Understanding shall be binding unless such modification shall be in writing and signed by all parties. If any provision of this Memorandum of Understanding shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Memorandum of Understanding is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

STP-1945-00(001)LPA 104574-701000 Getwell Road City of Southaven

4,4,2014 Boileman

ARTICLE VII. AUTHORITY TO CONTRACT

Both parties hereto represent that they have authority to enter into this Memorandum of Understanding.

This Agreement may be executed in one or more counterparts (facsimile transmission, email or otherwise), each of which shall be an original Agreement, and all of which shall together constitute but one Agreement.

So agreed this the day of Attested to (Appropriate clerk etc)	City of Southaven Accent Musselwhite
So agreed this the day of	, 20
	MISSISSIPPI TRANSPORTATION COMMISSION By and through the duly authorized Executive Director
	Melinda L. McGrath, PE Executive Director Mississippi Department of Transportation
	Book, Page,

Mark C. McConnell Deputy Executive Director/ Chief Engineer

Lisa M. Hancock Deputy Executive Director/ Administration



Northern District Commissioner

Mark Holley

Mark Holley District 1 Engineer

Mike Tagert

James M. Turner District 2 Engineer

Melinda L. McGrath Executive Director

P. O. Box 660 / Batesrille, MS 38606-0660 / Telephone (662) 563-4541 / EAX (662) 563-0138 / GoMDOT.com

June 3, 2014

Mayor Darren Musselwhite Attn: Ron Smith 8710 Northwest Dr. Southaven, MS 38671

RE:

STP-7861-00(005)LPA 106871-701000

DeSoto County

Dear Mayor Musselwhite:

Please find enclosed two original Memorandum of Understanding for your execution. Once signed, please return both original documents to my office for further processing.

If you have any questions, please contact me at 662-563-4541.

Sincerely,

Brian Copeland

District LPA Engineer

Cc:

File

STP-7861-00(005)I.PA 106871-701000 Resurfacing Getwell Road City.of Southaven 4.4,2014, Bollemin

Memorandum of Understanding

STP-7861-00(005)LPA 106871-701000 Resurfacing Getwell Road City of Southaven

This Agreement is made between the Mississippi Transportation Commission, a body Corporate of the State of Mississippi (hereinafter referred to as the "COMMISSION"), acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation ("MDOT") and City of Southaven (hereinafter referred to as the "LPA"), for the purpose of establishing the agreed conditions under which the LPA may utilize Transportation Management Area funds and subsequent acts to complete the proposed project as described below, effective as of the date of the last execution below.

WHEREAS, the LPA has announced its intentions to resurfacing Getwell Road from Hwy 302 (Goodman Road) to Church Road; (hereinafter referred to as the "PROJECT"); and

WHEREAS, it is anticipated that approximately \$960,000.00 in federal funds (80% federal match and 20% local match) for the construction of the PROJECT, and the above mentioned federal funds will expire if they are not obligated on or before September 30, 2014. The above funds are subject to normal reductions and obligational limitations; and

WHEREAS, the LPA agrees that if funds from FHWA are utilized that the LPA will be bound by, and will comply with, any and all federal requirements and the MDOT operating procedures, even though the federal requirements, when coupled with MDOT procedures, specify that no retainage is to be withheld; and

WHEREAS, the LPA will be responsible for all PROJECT cost over and above the maximum amount of Federal Funds allocated to the PROJECT by the COMMISSION, and

WHEREAS, the MDOT requires the LPA to provide the local share previously stated, and

WHEREAS, the COMMISSION is hereby consenting to allow the LPA to manage the PROJECT under the terms and provisions of this Memorandum of Understanding; and

WHEREAS, the COMMISSION and the LPA desire to set forth more fully the understanding of the parties with respect to the process by which this will be accomplished, and this document supersedes all other agreements unless herein specified.

NOW, THEREFORE, for and in consideration of the premises and agreements of the parties as hereinafter contained, the LPA and the COMMISSION mutually enter into the following Memorandum of Understanding for these and any future federal funds that

Page 1 of 8

STP-7861-00(005)LPA 106871-701000 Resurfacing Getwell Road City of Southaven

may be allocated to this PROJECT

4.4,2014 Bollembar

ARTICLE I. DUTIES AND RESPONSIBILITIES

- A. The LPA, which is hereby designated as the Local Sponsor for the purposes herein, will:
- 1. Designate a full time employee of the LPA as the Project Director, who will serve as the person of responsible charge for the PROJECT and will coordinate all PROJECT activities with the MDOT District LPA Coordinator.
- 2. Follow the procedures set out in the latest online version of the Project Development Manual (PDM) for Local Public Agencies necessary for the PROJECT including, but not limited to, project activation, consultant selection, request and/or develop and follow all necessary permits, environmental process, preliminary design, Right of Way acquisition (if required), advertisement for and selection of a contractor, construction oversight, and project close out.
- 3. Submit to the MDOT four (4) complete sets of "as-built" plans in printed form and the original electronic files in a format that is compatible with Microstation prior to MDOT acceptance. Upon request, MDOT may waive this requirement for selected projects.
- 4. Be responsible for all maintenance of the PROJECT during and after completion.
- 5. Agree to be bound by any and all federal requirements and the MDOT operating procedures, even though the federal requirements, when coupled with MDOT procedures, specify that no retainage is to be withheld.
- 6. Agree that if any act of omission or commission on the part of the LPA causes loss of Federal funding from FHWA or any other source, or any penalty being imposed by the United States of America under the Clean Water Act, 33 U.S.C. § 1251, et seq. or any other provision of law, the LPA will be solely responsible for all additional costs.
- Promptly pay any consultants or contractors monies due them within 45 days of submittal of invoice from the consultant or contractor. MDOT reserves the right to withhold Federal reimbursement until adequate proof of payment has been produced should the above not be followed.
- 8. If there is any requirement for "matching" funds, or if the anticipated cost of construction will exceed the available Federal-aid funds, the LPA shall be solely responsible for providing said local share or any funds above the Federal-aid funds at such time as the funds may be required.
- 9. All contracts and subcontracts shall include a provision for compliance with Senate Bill 2988 from the 2008 Session of the Mississippi Legislature entitled "The Mississippi Employment Protection Act," as published in the General Laws of 2008 and codified in the Mississippi Code of 1972, as amended (Sections 71-11-1 and 71-11-3), and any rules or regulations promulgated by the COMMISSION, the Department of Employment Security, the State Tax Commission, the Secretary of State, or the Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1, et seq., Mississippi Code of 1972, as amended)

Page 2 of 8

STP-7861-00(005)LPA 106871-701000 Resurfacing Getwell Road City of Southaven 4.4.2014 Bollerplate

regarding compliance with the Act. Under this Act, the LPA and every sub-recipient or subcontractor shall register with and participate in a federal work authorization program operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Illegal Immigration Reform and Immigration Responsibility Act of 1996, Public Law 104-208., Division C, Section 403(a); 8 USC, Section 1324a.

- 10. The LPA will be required to acknowledge the MDOT and the FHWA for their participation in the project in any news releases or other promotional material for the PROJECT. The PROJECT sponsor shall notify the MDOT LPA Division of any ceremonies related to the PROJECT.
- 11. In the event right-of-way acquisition for, or actual construction of, the road for which this preliminary engineering is undertaken is not started by the close of the tenth federal fiscal year following the fiscal year in which this preliminary engineering project is obligated, the LPA may be required to repay to the FHWA the sum or sums of Federal funds reimbursed to the LPA for this preliminary engineering work; and (2) in the event that right-of-way acquisition is started by the close of the tenth federal fiscal year, but construction is not started by the close of the twentieth federal fiscal year following the fiscal year in which this preliminary engineering project is obligated, the LPA may be required to repay to the FHWA the sum or sums of Federal funds reimbursed to the City for this preliminary engineering work and right-of-way acquisition.
- 12. The LPA will be required to submit to the District LPA Coordinator monthly progress reports through the Notice to Proceed for construction, which shall include, but not be limited to, the work which has been completed that month and the planned work for the upcoming month. The LPA will also provide a project progress schedule which will report project milestones and the target date for the LPA's request for Ad Authority. These project milestones are to be updated once any milestones are missed.
- 13. The LPA agrees that any project that uses federal funds shall be properly maintained at all times. If such required maintenance is not performed, as appropriate, future federal funds may be withheld for any projects in the jurisdiction of the local agency.
- The LPA agrees to maintain, and make available to Commission, a sufficient accounting system with proper internal controls and safeguards. The accounting system and its controls should at all times maintain adequate recording and reporting of federal funds received by the LPA. If sufficient internal controls over the LPA's federal funding are not maintained, federal funds may be withheld and future transportation projects will not be considered.

B. THE COMMISSION WILL:

- 1. Allow the LPA to design and construct the proposed transportation improvements provided that the design meets with MTC and FHWA approval and that all costs of the improvements that are not covered by federal funds are borne by the LPA.
- 2. Enter into cooperative agreements or permits necessary to allow the LPA access to the property of the COMMISSION for the purposes of constructing the proposed transportation improvements.

STP-7861-00(005)LPA 106871-701006 Resurfacing Getwell Road City of Southaven 4,4.2014 Boilerplate

- 3. Work with the LPA, through the District LPA Coordinator, during the various phases of the work with the goal of producing a project that will be acceptable to the COMMISSION upon completion.
- 4. Review all submittals in a timely manner, in accordance with the PDM, to allow the project to progress in an orderly fashion.
- 5. During the progress of the PROJECT, assist the LPA in obtaining reimbursements of federal funding for any phase that is eligible for reimbursement. All costs associated with this process, and any other involvement by the MDOT staff in this PROJECT, will be charged as a project cost.
- 6. Submit all documents to the Federal Highway Administration (FHWA) when required or requested by the FHWA.

ARTICLE II. GENERAL PROVISIONS

- A. Should the LPA fail to complete the construction of the proposed transportation improvements as contemplated by this agreement after construction is commenced, the LPA agrees that it will bear all costs of completion over and above the funds supplied by the FHWA through MDOT. The COMMISSION shall have the right to audit all accounts associated with the PROJECT, and should there be any overpayment by the COMMISSION to the LPA, the LPA agrees to refund any such overpayment within 30 days of written notification. Should the LPA fail to reimburse the COMMISSION, the COMMISSION shall have the right to offset the amount due from any other funds in its possession that are due the LPA on this or any other project, current or future.
- B. This Memorandum of Understanding shall be subject to termination at any time upon thirty (30) days written notice by either party. Such notice shall not, however, cancel any contract made in reliance upon this agreement and underway at the time of termination. Any contract underway shall be allowed to conclude under its own terms. The LPA agrees to bear complete and total legal and financial responsibility for any such agreement. Additionally, funds may be suspended/terminated under the provisions of Section F.
- C. It is understood that this is a Memorandum of Understanding and that more specific requirements for the conduct of the design of the transportation improvement project are contained in the Federal Statutes, the Code of Federal Regulations, the Mississippi Code, and the Standard Operating Procedures for MDOT, and other related regulatory authorities. The LPA agrees that it will abide by all such applicable authority.
- D. In the event that any act of omission or commission on the part of the LPA causes loss of Federal funding from FHWA or any other source, or any penalty being imposed by the United States of America under the Clean Water Act, 33 U.S.C. § 1251, et seq. or any other provision of law, the LPA shall be solely responsible for all additional costs.

STP-7861-00(005)LPA 106871-701000 Resurfacing Getwell Road City of Southaven 4.4.2014 Doilerplate

- E. Should the LPA miss the obligation deadline set in this MOU, MDOT reserves the right to obligate funds for the project as obligation authority becomes available, and may not authorize the obligation of those funds until after the obligation of other projects that are set to meet their individual deadlines
- F. The Executive Director of MDOT may withhold federal funds for the PROJECT for any of the following reasons:
 - a. Failure to proceed with the work when so instructed by the MDOT or to adhere to the requirements of the contract.
 - b. Failure to perform the work with sufficient workmen, equipment and materials to assure completion within contract time.
 - c. Performing unacceptable work, or neglecting or refusing to remove materials or to perform any such work as may be rejected as unacceptable.
 - d. Discontinuing the prosecution of the work.
 - e. Failure to comply with all federal, state and local laws, ordinances, regulations, permits, and all orders and decrees of bodies or tribunal's having jurisdiction or authority which affect those engaged or employed on the work or affect the conduct of the work.
 - f. Becoming insolvent, being declared bankrupt or committing any act of bankruptcy or insolvency.
 - g. Allowing a final judgment to stand unsatisfied.
 - h. Making an assignment for the benefit of creditors.
 - Failure to deal with all storm water issues as defined in the permit and/or
 - j. Failure to properly maintain any project that uses federal funds may cause future federal funds to be withheld for any projects in the jurisdiction of the local agency.
 - k. Failure for any other cause whatsoever to carry on the work in an acceptable manner.
- G. It is understood that obligation authority is uncertain and should MDOT or the MPO exceed its obligation authority for the year, the LPA understands that it be may be required to move the project to another fiscal year for the funds to be obligated.

STP-7861-00(005)LPA 106871-701000 Resurfacing Getwell Road City of Southaven

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Before federal Funds are terminated, the LPA will be notified in writing by the Executive Director of the conditions which make termination of funds imminent. If no effective effort has been made by the LPA, its agents, employees, contractors or subcontractors, to correct the conditions of which complaint is made, within fifteen (15) calendar days after notice is given, the Executive Director may declare the Federal Funds suspended for the PROJECT and notify the LPA accordingly. The LPA will then have forty-five (45) days in which to correct all conditions of which complaint is made. If all conditions are not corrected within forty-five (45) days, the Executive Director may declare the federal funds for the PROJECT terminated and notify the LPA accordingly. If ail conditions are corrected, within the forty-five (45) day period, the LPA will be reimbursed under the terms of this agreement, for all work satisfactorily completed during the forty-five days period.

ARTICLE III. NOTICE & DESIGNATED AGENTS

For purposes of implementing this section and all other sections of this Agreement with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise indentured in the addenda hereto:

For Contractual Administrative Matters:

COMMISSION:

Executive Director

MDOT

P.O. Box 1850

Jackson, MS 39215-1850

Phone: (601) 359-7002

Fax: (601) 359-7110

For Technical Matters:

COMMISSION: //

District LPA Coordinator - District 2

PO BOX 660

Batesville, MS 38606 Phone: (662) 563-4541

Fax: (662) 563-0138 ·

LPA:

Mayor Darren Musselwhite

City of Southaven

8710 Northwest Drive

Southaven, MS 38671

Phone: (662) 280-2489

Fax: (662) 280-6556

LPA:

Ron Smith

City of Southaven

8710 Northwest Drive

Southaven, MS 38671

Phone: (662) 280-2489 Fax: (662) 280-6556

All notices given hereunder shall be by U.S. Certified Mail, return receipt requested, or by facsimile and shall be effective only upon receipt by the addressee at the above addresses or telephone numbers.

<u>ARTICLE IV. RELATIONSHIP OF THE PARTIES</u>

The relationship of the LPA to the COMMISSION is that of an independent contractor, and said LPA, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will

Page 6 of 8

STP-7861-00(005)LPA 106871-701000 Resurfacing Getwell Road City of Southaven 4.4.2014 Beilerplate

neither hold itself out as, nor claim to be, an officer or employee of the COMMISSION by reason hereof. The LPA will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the COMMISSION, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

B. The COMMISSION executes all directives and orders through the MDOT. The LPA executes all directives and orders pursuant to applicable law, policies, procedures and regulations. All notices, communications, and correspondence between the COMMISSION and the LPA shall be directed to the designated agent shown above in Article III.

ARTICLE V. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

To the extent permitted by law, the Commission and the LPA agree that neither party nor their agents, employees, contractors or subcontractors, will be held liable for any claim, loss, damage, cost, charge or expenditure arising out of any negligent act, actions, neglect or omission caused solely by the other party, its agents, employees, contractors or subcontractors.

ARTICLE VI. MISCELLANEOUS

No modification of this Memorandum of Understanding shall be binding unless such modification shall be in writing and signed by all parties. If any provision of this Memorandum of Understanding shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Memorandum of Understanding is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

STP-7861-00(005)LPA 106871-701000 Resurfacing Getwell Road City of Southaven

4.4.2014 Boltzplate

ARTICLE VII. AUTHORITY TO CONTRACT

Both parties hereto represent that they have authority to enter into this Memorandum of Understanding.

This Agreement may be executed in one or more counterparts (facsimile transmission, email or otherwise), each of which shall be an original Agreement, and all of which shall together constitute but one Agreement.

So agreed this the day of MISS day of Attested:	City of Southaven City of Southaven Muchine Mayor Darren Musselwhite
(Appropriate clerk etc)	_
So agreed this the day of	June , 20/4
	, 20,
	MISSISSIPPI TRANSPORTATION COMMISSION By and through the duly authorized Executive Director
	Melinda L. McGrath, PE Executive Director
	Mississippi Department of Transportation
	Book, Page

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI AUTHORIZING FOR DRAINAGE WORK AND REPAIRS AT LAKES OF NICHOLAS SUBDIVISION

WHEREAS, the City of Southaven ("City") has the authority pursuant to Mississippi Code Section 21-19-13 to perform drainage work on streams and water courses on private property to correct drainage issues if the work performed "will promote the health, comfort and convenience of the inhabitants of the municipality"; and

WHEREAS, the City has previously requested and received an Attorney General Opinion allowing for it to perform drainage work and repairs on private property provided that the landowner grants permission and that the work performed does not benefit only the landowners, but must benefit the citizens of the municipality. MS AG Op, Manley (September 6, 2013). However, incidental benefits which may arise to the landowner would not render the work unlawful. MS AG Op., Manley (September 6, 2013); and

WHEREAS, pursuant to the authority granted by Mississippi Code Section 21-19-13 and the Attorney General's Opinion to the City, the City desires to perform drainage work on the ditches located in the subdivision of the Lakes of Nicholas (collectively "the Project"), provided the City procures a temporary easement from the landowners, as the work will benefit the citizens of the City and promote the health, convenience and general welfare of the citizens of the City and is not being conducted solely for the benefit of private persons; and

WHEREAS, the City does not have any future obligation as a result of the City's drainage work for the Project and the work on the Project shall not create any additional rights for the benefit of any owner of public or private property.

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

- Due to the public health of controlling mosquitos and welfare of children's safety and convenience of the citizens of the City, the City and its employees or representatives are authorized to perform the drainage repairs, including clearing and cleaning ditches and eradicating of beaver dams, for the Project and incur costs for the work. The representatives of the City shall adhere to all laws set forth in Mississippi Code 31-7-13 while performing the drainage repairs.
- 2. Before beginning work, the City shall procure a temporary easement allowing for the work and shall not maintain any obligation for any future work as a result of the drainage work being conducted.

3. The Mayor or his designee is authorized to effectuate the intent of this Resolution.

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

Josep Munder

DARREN MUSSELWHITE, MAYOR

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

RESOLVED AND DONE this 17th day of June, 2014.

ATTEST-

TITY CLEBK

RESOLUTION OF CITY OF SOUTHAVEN BOARD OF ALDERMAN AWARDING BID TO ARGO CONSTRUCTION CORPORATION

WHEREAS, pursuant to Mississippi Code Section 31-7-13, the City of Southaven ("City") previously advertised for Phase 4 of the Hurricane Creek Sewer Project ("Project"); and

WHEREAS, the City's Engineer and Neal Schaffer have reviewed the pricing and bids along with the qualifications, responsibility and other information which is responsive to the Request for Bids to determine which bid is the lowest and best; and

WHEREAS, the City, pursuant to Mississippi Code Section 31-7-13, acknowledges that Argo Construction Company ("Argo") is the low bidder; and

WHEREAS, Argo had the low bid of \$429,420.00 and was the most responsive to the bid specifications; and

WHEREAS, the City has the power to waive any informalities in the responses to the bid; and

WHEREAS, the City desires to conditionally award the contract for the Project to Argo contingent upon final approval of the Mississippi Department of Environmental Quality ("MDEQ").

NOW THEREFORE, be it resolved as follows:

- 1. Pursuant to Mississippi Code 31-7-13 and the bid specifications whereby the City advertised that it would award the contract to the lowest, best and responsible bid, and the recommendation of the City's Engineer and Neel Schaffer, the City hereby conditionally awards the contract to Argo in the amount of \$429,420.00, which is contingent upon MDEQ approval.
- 2. The City hereby waives the informality of Argo not including a photocopy of the original as such error did not affect the competitive nature of the bid and create any advantage for Argo.
- 3. Furthermore, as the Mississippi Supreme Court and multiple Attorney General Opinions have noted when this discretion is exercised by a Board in regard to awarding bids, the courts will not interfere. *Parker Bros. v. Crawford*, 219 Miss. 199, 209, 68 So.2d 281 (1953).
- 4. The Mayor or his designee is authorized to execute a contract with Argo and other documentation required in order to effectuate the intent of this Resolution.

Following the reading of the foregoing Resolution, Alderman Brooks made the motion and Alderman Payne seconded the motion for its adoption. The Mayor put the question to a roll call vote, and the result was as follows:

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

RESOLVED AND DONE, this 17th day of June, 2014.

Darren Musselwhite, MAYOR

CUTY CLERK

NEEL-SCHAFFER

engineers planners survevors

environmental scientists

> landscape architects

June 9, 2014 N-S Project No. NS.05146.064

Mr. Ron Smith City Engineer City of Southaven 8710 Northwest Drive Southaven, MS 38671

REFERENCE:

HURRICANE CREEK SEWER PROJECT – PHASE 4
LESTER ROAD PUMP STATION AND SEWER MAINS
AND LEGENDS WASETWATER LAGOON ABANDONMENT
UNIT BID TABULATION AND RECOMMENDATION

Dear Mr. Smith:

Neel-Schaffer, Inc. has reviewed and tabulated, on a line item basis, the three bids received on June 5, 2014, for the above referenced project. In ascending value order, the bids ranged as follows:

Argo Construction Corporation \$429,420.00
 Madden Phillips Construction, Inc. \$488,330.45
 Enscor, LLC \$613,482.00

The lowest bid was received from Argo Construction Corporation in the amount of \$429,420.00. This amount is well below the construction estimate. The three bid proposals received each had one minor error: Argo Const. Corp.'s proposal did not include a photocopy of the original, Madden-Phillips Const.'s proposal did not include a copy of the Tennessee reciprocity rule, and Enscor, LLC's bid total was miscalculated. Enclosed, you will find the approved *Unit Bid Tabulation*, which provides further details for these bids

A comprehensive review of the bid proposal from Argo Construction Corporation for completeness and accuracy revealed that the bid was fully responsive in accordance with the Bid Documents. Their proposal included acknowledgement of addenda, non-collusion affidavit, a list of subcontractors for the job, and all proper notarized signature. Based on the review for completion and tabulation of the bids, we recommend the contract for the above mentioned sewer project be conditionally awarded to Argo Construction Corporation, contingent upon final approval by the SRF Loan department.

To meet the requirements of the loan, a conditional Notice of Award needs to be issued to the lowest, responsive, and responsible bidder and to the MS Department of Environmental Quality, no later than June 26, 2014. This date is the deadline for receipt of the Bid Package, as well as the loan amendment, by the SRF loan department. The bid package will be subjected to a standard review by SRF and must receive approval before the contract can be formally awarded.

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

Mr. Ron Smith, City Engineer June 9, 2014 Page 2

If you have any questions or need additional information, please let us know.

Carry of the second state of the second second

Sincerely.

NEEL-SCHAFFER, INC.

Sean E. Hilsdon, P.E. Project Manager

Enclosure

c: Ron Smith, City of Southaven Engineer (via email)
Nick Manley, City of Southaven Attorney (via email)
Sheila Heath, City of Southaven Clerk (via email)



	Six -newelling Storage NOIT A HIRAT. GIS								H					
5146.04 Lester I Waslov June 5.	5146.064 Hurricane Creek Sewer Project - Phase 4 Lester Road Pump Station and Sewer Mains & Legends Wastowater Legoon Abandonment June 5, 2014			Argo Con	Aigo Construction Corporation	oration	Ensec	Euseor, LJ.C		Madden-1	Madden-Phillips Construction, Inc.	truction, Inc.		
Pay Hem	Description Committy		Open Control	Thurpite (in Figures).		Total Private (in filtration)	OnliPrice (in Rigures)	Total Price (u.f.) gures)		Unitatice (in Oguces)		Total Price (u.Effice))		,
1.0	Mobilization	-	ST	\$ 15,000.00	\$ 0	15,000.00 \$	35,000.00	\$ 35,000.00		\$ 30,195.00	5.00 \$	30,195,00		
2,0	Maintenance of Traffic	+	ST	\$ 5,000.00	\$	5,000.00 \$	5,000.00	\$ 6,000.00		\$ 10,000.00	0.00	10,000.00		
3,0	Clearing and Grubbing	2	Acre	\$ 4,000.00	\$ O	8,000.000,8	10,000,00	\$ 20,000.00		\$ 4,000.00	00.00	8,000.00		
4.0	Erosion Control	-	S.	\$ 4,500.00	& 0	4,500,00 \$	5,000.00	\$ 5,000.00		\$ 19,400.00	0.00	19,400.00		
6.0	Seeding	2	Acre	\$ 1,400.00	\$ O	2,800.00 \$	2,000.00	\$ 4,000.00		\$ 1,600.00	\$ 00.0	3,200.00		
0.0	Sodding	500	SY	\$ 4.00	\$	2,000,00 \$	5,00	\$ 2,500.00		69	3.85	1,925.00		
7.0	Erosion Control Blanket	1,500	λŚ	\$ 2,00	%	3,000.00 \$	3.00	\$ 4,500.00		49	2.50 \$	3,750.00		
8.0	Gravel Drive Repair	115	λS	\$ 35.00	\$	4,025.00 \$	20.00	\$ 2,300.00		\$	10.65 \$	1,224.75	, <u></u>	
8.1	Asphall Drive Repair	35	λs	\$ 150.00	₽	5,250.00 \$	100.00	\$ 3,500.00		8	45.00 \$	1,575.00	- Anna de Anna	
9.0	300# Rock Riprap, Wilh Geotextille Fabric	1,000	Tons	\$ 40.00	<i>A</i>	40,000.00	50.00	\$ 50,000.00		\$ 4.	47.00 \$	47,000.00	nyfoliogy i name er st	
9.1	100# Rock Riprap, with Geolexile Fabric	50	Тотв	\$ 40.00	\$	2,000.00 \$	50.00	\$ 2,500,00		\$ 4	47.00 \$	2,350.00	اسمانية بالمادر	
10.0	Operation of Bypass Pump	20	Hours	\$ 70.00	6 9	1,400.00 \$	100.00	\$ 2,000.00		\$ 15	150.00 \$	3,000.00	and the party of the last of t	
1.0		3,855	4	\$ 15.00	Ø-	57,825.00 \$	20.00	\$ 77,100.00		;;	12.90 \$	49,729.50	per rite Wind	
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13.0	Gravity Maln, 8" SDR 26 PVC Pipe (open trench)	1,036	5	\$ 20.00	%	20,720.00 \$	35.00	\$ 36,260.00		\$. 2;	22.00 \$	22,792.00	· a-parke j i ya <i>yila</i>	
13.1	Gravity Maln, 12" SDR26 PVC Pipe (open trench)	130	监	\$ 30.00	\$	3,900.00 \$	45,00	\$ 5,850.00		; \$	25.75 \$	3,347.50	- Call / avj.	
14.0	Gravity Main, 20" Steel Casing with 12" SDR26 PVC Carrier Pipe (open trench)	200	щ.	\$ 100.00	65	20,000.00 \$	169.00	\$ 33,800.00		\$ 100	106.00 \$	21,200.00	volument oce de re	
15,0	Precast Concrete Manhole (48" Dia.)	44	VLF	\$ 340.00	<i>Ф</i>	14,960,00 \$	463.00	\$ 20,372.00		\$ 56	\$ 00.09	24,640.00	rianityday, dai	
16.0	Sewage Combination Valve and Vault	9	ЕАСН	\$ 2,500.00	\$	7,500.00 \$	4,000.00	\$ 12,000.00		\$ 3,260.00	00.00	9,780.00	र्वजातुर्व ग्रीयाचे र तासार अञ्च	
17.0	Connect to Existing Manhole	3	EACH	\$ 3,000.00	\$	9,000.00 \$	2,000.00	\$ 6,000.00		\$ 3,054.00	4.00 \$	9,162.00	-а мунта аамы	
18.0	18" ReInforced Concrete Pipe (Class III)	16	7	\$ 50.00	\$	800.00	100,00	\$ 1,600,00		\$	50.00 \$	800.00	حدقها بران وهر	
19.0	18" Reinforced Concrete Flared End Section	2	EACH	\$ 750.00	\$	1,500.00 \$	1,500.00	\$ 3,000.00		\$ 801	800.00	1,600.00	ट्युल्ड सन्याध ास	
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BID T	BID TABULATION - City of Southaven, MS					ļ		}				
Statet Lester Waster	5146.054 — Hurricane Creek Sover Project - Phase 4 Lester Road Pump Station and Sower Mains & Legends Wastewater Lagoon Abandonment		ļ	- - -	go Constru	Argo Construction Corporation	ធ	Enscor, LLC		Σ	Madden-Phillips Construction, Inc.	struction, Inc.
Iune 5,	June 5, 2014											
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21.0		104	; <u> </u>	69				+	11.960.00	÷ 69		3.931.20
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24.0		·	ST				ဖာ	69	50,000,00	4	26,940.00 \$	26,940.00
25.0	Pump Station Electrical and Communication Construction	·	Si	*		\$ 45,000.00	\$ 63,000.00		63,000.00	643	44,770,00 \$	44,770.00
26.0	26.0 Legends Wastewater Lagoon Abandonment	-	SI	69		\$ 3,500.00	\$ 25,000.00	69	25,000.00	€9	19,400.00 \$	19,400.00
						\$ 429,420.00		₩	613,482.00		45	488,330.45

*- Indicates discrepancies between unit price and the fotal price of bids or miscalculations. The unit price governs and was used to calculate the total prices which resulted in the changes marked above.

NR - Indicates nonresponsive bid

I certify that this is a correct tabulation of all the bids received and read aloud for this project on the bid date of June 5, 2014.

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CITY OF SOUTHAVEN

At the "Top" of Mississippi

UTILITY DIVISION

May 13, 2014

Honorable Mayor Musselwhite and Southaven Board of Aldermen

Reference: Highway 51 & Starlanding Road Sewer Main Relocation Bid Award Recommendation – Argo Construction

Dear Mayor and Board,

As you recall, we advertised for bids to relocate the pressure sewer main at the intersection of Starlanding Road and Highway 51 due to the redesign of that intersection by MDOT. Initially, the cost associated with the relocation will be paid by the city and then will be fully reimbursed by MDOT.

Attached, is a letter from Civil-Link Engineering, recommending the bid to be awarded to Argo Construction based off bid tabulations as the lowest and/or best bid. I ask for your consideration to award this bid based off the information provided. Please let me know if you have any questions regarding this matter.

Sincerely,

Ray Hemphry

Ray Humphrey

Director of Utilities

City of Southaven



May 9, 2014 C-L Project No. 110921-070

Ms. Sheila Heath City Clerk City of Southaven 8710 Northwest Dr. Southaven, MS 38671

REFERENCE:

HIGHWAY 51 AND STARLANDING PRESSURE SEWER RELOCATION PROJECT

CITY OF SOUTHAVEN – AWARD RECOMMENDATION

Dear Ms. Heath

Civil-Link has reviewed and tabulated, on a line item basis, the bids received on May 30, 2014 for the above mentioned project and as a result we recommend the award of this project in the amount of \$62,868.00 to Argo Construction Corp. Upon the City's approval to award this project, Civil-Link will notify each bidder of the results of the bid and initiate the issuance of the construction contract information.

The City currently has an MOU with MDOT on this project stipulating the project's full reimbursement to the city. If you have any questions or concerns, please give me a call.

Sincerely,

CIVIL - LINK, LLC

Dan Cordell, PE President

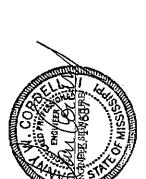
CC: Ray Humphrey

5779 Getwell Rd, Bldg B • Southaven, MS 38672 • Phone: (662) 510 -2169 • Fax: (662) 510 -2197

βÖ	BID TABULATION					-					Г
Ĕ	CITY OF SOUTHAVEN										
PRO.	PROJECT : HIGHWAY 51 AND STARLANDING PRESSURE SEWER RELOCATION Friday. May 30, 2014	NO.		Argo Con	Argo Construction Corp.	Madde	Madden Phillips Inc.		L&TC	L&T Construction	
를 <u>표</u>	Description	់ទី	Estimated Quantify	Unit Price	IFO.	Unit Price	Total		Urit Price	Total	
,-	Mobilization/Demobilization	SI	1.0	xxx	\$ 2,100.00	00	S	5,000.00	XXXX	\$ 2.0	2 000 00
7	Clearing and Grubbing	LS	1.0	xxx	\$ 700.00		S	5,000.00	xxx	\$ 3.0	3,000,00
~	Remove of Air Release Valve	EA	1.0	\$ 700.00	\$ 700.00	00.008,1 \$ 00.00	u	1,800.00	\$ 2,500.00	\$ 2,5	2,500.00
4	Sitt Fence	1.	750.0	\$ 4.00	\$ 3,000.00	00 \$ 3.50	2	2,625.00	\$ 525	\$ 3,9	3,937.50
ы	Straw Bales	Ą	12.0	\$ 19.00	\$ 228.00	00.01 \$ 00.	s (120.00	\$ 20.00	S	240.00
ဖ	Seeding, Fertifizer, and Mulch	S	1.0	xxxx	\$ 990.00	xxxx 00	25	2,200.00	XXXX	\$ 3.5	3,500.00
~	12" Duckle Iron Force Main	5	485.0	\$ 93.00	3 44,640.00	00 8 81.00	ر ا	38,880.00	\$ 89.68	\$ 43,0	43,046.40
۵	Connect to Existing Force Main	ឥ	2.0	\$ 1,800.00	\$ 3,600.00	20.068,1 \$ 00.	1 4	,780.00	3,780.00 \$ 2,500.00	\$ 5,0	5,000.00
o	Sewage Combination Air Vacuum Valve	ថ	1.0	\$ 7,000 00	\$ 7,000.00	00 \$ 5,320.00	in	320.00	5,320.00 \$ 5,957.00	43	5,957.00
	BID TOTAL				\$62,868.00	co	\$64	\$64,725.00		(\$59,180.90)	89.90)
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() indicates discrepancies between unit price and the total price of bids or miscalculations. The unit price governs and was used to calculate the total prices which tesuited in the changes marked above 1-st.

l cartify that this is a correct tabulation of all the bids received and read aloud for this project on the bid date of May 3C, 2014





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: 4060 Triple Crown Loop North, 1337 Vicksburg Drive, 6051

Caroline Cove, 6054 Caroline Cove, 8026 Stratford Drive, 8380 Greenbrook

Parkway, 7660 Brookwood Place, 3260 Plum Point Drive, 5820 Westminister Lane, to the effect that the said parcel of land has been neglected whereby the grass height is in violation and there exist other unsafe conditions and that the parcel of land in the present condition is deemed to be a menace to the public health and safety of the community.

WHEREAS, pursuant to Section 21-19-11 of the Mississippi Code Annotated (1972), the governing authorities of the City of Southaven, Mississippi, provided the owners of the above described parcel of land with notice of the condition of their respective parcel of land and further provided them with notice of a hearing before the Mayor and Board of Aldermen on Tuesday, June 17, 2014, by United States mail and by posting said notice, to determine whether or not the said parcel of land were in such a state of uncleanliness as to be a menace to the public health and safety of the community.

WHEREAS, none of the owners of the above described parcel of land appeared at the meeting of the Mayor and Board of Aldermen on Tuesday, June 17, 2014, 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: 4060 Triple Crown Loop North, 1337 Vicksburg Drive, 6051

Caroline Cove, 6054 Caroline Cove, 8026 Stratford Drive, 8380 Greenbrook

Parkway, 7660 Brookwood Place, 3260 Plum Point Drive, 5820 Westminister Lane is deemed in the existing condition to be a menace to the public health and safety of the community.

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

Following the reading of this Resolution, it was introduced by Alderman 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 Beshears	YES
Alderman George Payne	YES
Alderman Joel Gallagher	YES
Alderman Scott Ferguson	YES
Alderman Raymond Flores	YES

The Resolution, having received a majority vote of all Aldermen present, was declared adopted on this, the 17th day of June, 2014.

(BY:

TEN MISSISSIPPI

EKTY OF SOUTHAYEN, MISSISSIPPI

DARREN MUSSELWHITE MAYOR

ATTEST:

SHEILA HEATI CITY CLERK

(S E A L)



City Of Southaven Office of Planning and Development Rezoning Staff Report

City of Southaven City Hall Executive Board Room 8710 Northwest Drive

Date of Hearing:	May 19, 2014
Public Hearing Body:	Planning Commission
Applicant:	Alvin Gilless PO Box 205 Southaven, MS 38671 901-351-0731
Total Acreage:	9.92 acres
Existing Zoning:	Office (O)
Proposed Zoning:	Agricultural (AG)
Location of Subdivision application:	East side of Airways Blvd, south of Stateline Road.
Comprehensive Plan Designation:	Office

Staff Comments:

The applicant is requesting to down zone 9.97 acres of property on the east side of Airways Blvd, south of Stateline Road from Office to Agricultural. Prior to the office zoning, this property was zoned agricultural. The applicant has a purchaser for the property that wants to utilize the land for a personal home for her and her elderly parents. There will be nothing else on the parcel of land except single family residential homes. There is an existing home on the site which is not currently being occupied. There is an identified existing access onto the site from Airways Blvd.

Staff Recommendations:

Although the Comprehensive Plan for this parcel of land shows Office zoning, staff feels that down zoning the site to its original state to be used for single family residential is an agreeable compromise. Staff would ask that instead of approving Agricultural, which allows livestock and farming type development, that the commission rezone the property to Estate Residential. Estate Residential has the exact bulk regulations of the AG zone; however, it does not allow for livestock or farming type development. Revising the approval designation to this category will still allow the applicant to follow through with the plans of single family residential homes for themselves and their parents. If at any point, owner were to change their mind, they would be required to go through the rezoning process again which would allow only the office zoning. Pending the down zoning is approved staff would add that the applicant will need to pave the driveway a certain distance back from Airways, where gravel is not visible from the road prior to occupying the proposed dwellings. Staff recommends approval with these comments.

Planning Commission Motion made by:
Recommendation: Seconded by:

05 May 2014

Mrs. Whitney Choat Cook Planning Director City of Southaven 8710 Northwest Drive Southaven, Mississippi. 38671

Dear Whitney;

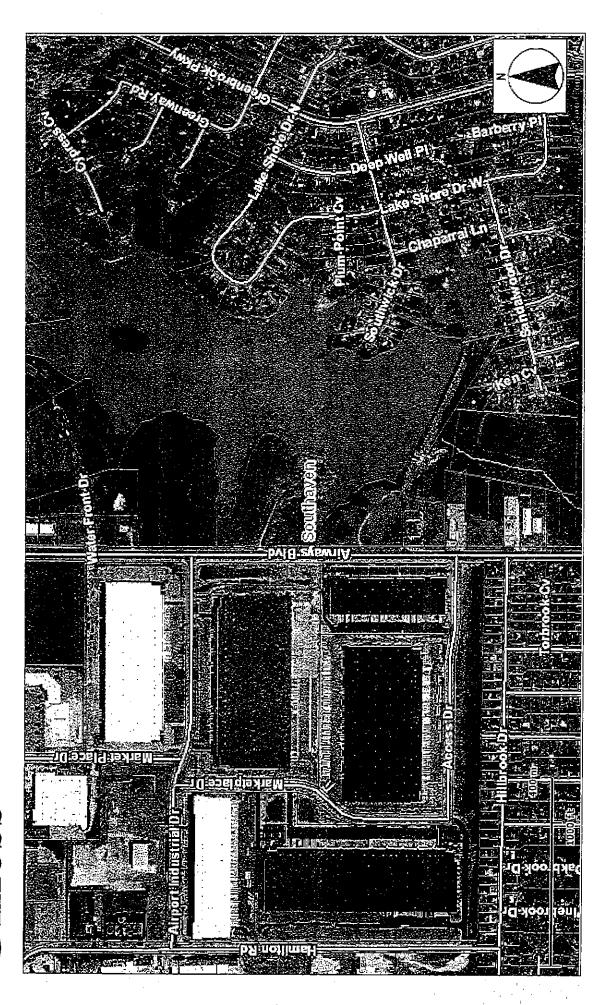
At the request of Mr. Alvin Gilless please find attached a rezoning application for a 9.92 acre tract known as 8626 Airways Boulevard. The tract is just south of Airport industrial Drive and North of Access Drive and is bordered on the North, East and South sides by Greenbrook Lake. The tract is currently unoccupied with a residential house built in 2008.

The request is to rezone the property from its current zoning of "O" (Office) back to "A" (Agricultural). The tract has been marketed extensively for office use and condiumin use for many years but these efforts have not been successful. The Unique location and shape of the parcel may have been one of its significant weaknesses. The parcel has not developed over the years as planned. The current zoning of office may have been premature or in error, as shown historical or looking back on the parcel, when changed from Agricultural. The adjacent properties are zoned office and C-1 and are also not developed. It's time, that certain individual or specific use as office has not materialized at present. The current owner has a present opportunity to use the property as agricultural and respectively request the City to approve the rezoning request from office to Agriculture.

Please call if you have any questions or need any additional information.

Sincerely,

Robert G. Jones, President



Tilless



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

City of Southaven City Hall Executive Board Room 8710 Northwest Drive

Date of Hearing:	May 19, 2014
Public Hearing Body:	Planning Commission
Applicant	Julia Graves/Balloon Events 9160 Millbranch Road 662-298-6542
Location	9061 Millbranch Road
Total Acreage	NA
Existing Zoning:	General Commercial (C-3)
Location of Conditional Use application:	North of Stateline Road on the east side of Millbranch.
Requirements for CUP:	

Per section Chapter 6, Sec. 13-12(m) Party/receptions halls shall be allowed by conditional use permit in C-3 zones with stipulations concerning Footnotes: 39 and 47. Footnote 39: Lounges, bars, taverns and similar establishments allowed in C-3 and C-4 districts of the City shall not be permitted in the Hwy. 51 and Main Street district as defined in this title. Footnote: 47: Party and reception halls refers to a permanent building utilized for special events including but not limited to wedding receptions and

Comprehensive Plan Designation:

Staff Comments:

The applicant is proposed a banquet/reception hall at 9160 Millbranch Road in an existing multi-tenant building. Per the application, the total square footage is 1,100 sq. ft. with 225 of that sq. ft. is incorporated into storage for the site. The banquet facility will utilize 875 sq. ft. Per building and fire code there are two classifications that this type of

establishment can fall under. The application states that the capacity for this particular site will max out at 49 people, which will allow it to be approved in this existing building. Additionally, the applicant has provided the necessary details about what types of banquets will be held here which would include kid's birthdays, baby showers, small business meetings and small receptions. There will be no teenage or adult parties, bachelor parties or family reunions. There will also be no alcohol or smoking on the premises. The site does have 35 parking stalls that are shared with the adjacent businesses and has an existing rear exit door for emergency access.

Staff Recommendation:

Pending the applicant can comply with the >50 people on site at any one time and maintains the no alcohol stipulation, staff recommends approval of a one (1) year conditional use permit with a four (4) year extension to be renewed annually pending compliance with the set forth requirements.

Planning Commission Recommendation:

Motion made by: Seconded by:

CITY OF SOUTHAVEN CONDITIONAL USE APPLICATION

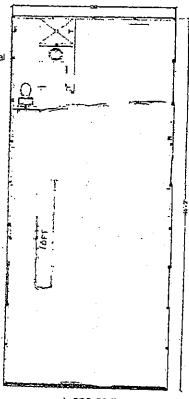
	— , m , — , , , , , , , , , , , , , , ,
Southaven, Mississippi described as follows:), it is requested that the property located in
Location, size and address if possible:	O Millbranch Rd
Zoned <u>C-3</u> be considered for a Conditional	Use in the Southaven Zoning Regulations for
the following reasons: This location will be used to a manguet hall Event a May in	clude bushy shower, triddy portros
OWNER	APPLICANT
	Name: Julia Graves/Ballom Arts
Name: Rown Properties	Address: 9160 Millharch Rd
Address: 187 Stelline Rd E	· · · · · · · · · · · · · · · · · · ·
Phone: 462-393-2255	Phone: 662-298-6542
Planning Department. The law requires 15 days notice in the newspaper, therefore working day of the month. The meeting 3. Two (2) copies each collated shall integrated integration fee of \$200.00. 5. Site posting of the subject property as descriptions.	ered, 8 ½ x 11 inches. and letter of support* shall be filed with the the Commission to hold a Public Hearing, giving ore, the application must be submitted by the first will be the last Monday of the month. be submitted and a digital copy (PDF, dwg, escribed on the following pages. ON, YOU MUST SHOW IN DETAIL, THAT THE craffic hazards or congestion. Fire hazards. aracter of the neighborhood. neral welfare of the City. or community facilities.
THIS APPLICATION MUST BE COMPLETED FOR PERFORMENT OF SIGNATURE OF APPLICANT	O AND ALL INFORMATION PROVIDED WHEN RESENTATION TO THE COMMISSION. OF O O O O O O O O O O O O O O O O O O

9160 Millbranch

Location: 9160 Millbranch Rd, Southaven, Ms 38671

Terry's Home and Commercial Improvement 662-469-7197

This Building has a total amount of 1,100 sq feet 225 sq ft is located in the back storage area. The actual seating area is 875 sq ft. A 10 ft long reception counter will be built on the left side 3 1/2 ft away from the wall. Once the counter/reception desk is installed the actual sq ft will be 700 sq ft. Before installation actual capacity was 67 people. After installation capcity is now 49 people.



BUSINESS DETAILS

BALLOON EVENTS IS A BUSINESS THAT SPECIALIZE IN VERY SMALL EVENTS SUCH AS KIDS BIRTHDAY PARTY'S RANGING FROM AGES 1-7. WE ALSO WILL HOST BABY SHOWER EVENTS FOR NEW MOMS THAT NEED A PLACE TO HAVE THEIR BABY SHOWER. THE SPACE WILL ALSO BE USED FOR BUSINESS MEETINGS, SMALL RECEPTIONS. WE WILL ALSO HAVE AN ON SITE STAFF AT EVERY EVENT. BALLOON EVENTS WILL NOT BE USED FOR ANY TEENAGE OR ADULT PARTY'S, BACHELOR PARTY'S OR FAMILY REUNIONS. THERE IS ABSOLUTLEY NO SMOKING, DRINKING, OR LOUD MUSIC ALLOWED ON THE PREMISES. WE ALSO DECORATE OUTSIDE EVENTS THAT ARE NOT HELD AT THE LOCATION ALONE WITH RENTING OUT INFLATABLE MOON WALKS AND WATER SLIDES. OUR BUSINESS IS VERY HELPFUL TO A LOT OF PEOPLE BECAUSE WE BRING THE FUN TO THEIR EVENT AND WE ARE VERY PROFESSIONAL WITH OUR SERVICES.

THANK YOU

Balloon Events

BUSINESS COMPLIANCE

TO WHOM THIS MAY CONCERN,
THIS BUSINESS DOES NOT SUBSTANTIALLY INCREASE TRAFFIC HAZARDS OR CONGESTION, DOES NOT SUBSTANTIALLY
INCREASE FIRE HAZARDS, DOES NOT ADVERSELY AFFECT THE CHARACTER OF THE NEIGHBORHOOD, DOES NOT ADVERSELY AFFECT GENERAL WELFARE OF THE CITY, DOES NOT OVERTAX PUBLIC UTILITIES OR COMMUNITY FACILITIES, AND DOES NOT CONFLICT WITH THE COMPREHENSIVE PLAN.

THANK YOU

Balloon Events

AFFIDAVIT OF POSTING
PROJECT NAME BULLON EURAS
LOCATION 9160 Millbranch Rd
SITE POSTING DATE MAY 4 2014
APPLICANT NAME:
in order to provide adequate notice to interested parties, the APPLICANT for shall erect, not less than fifteen calendar days prior to the date of public hearing, notice of the date, time and place of each public hearing and a summary of the request. Such notice will be clearly legible and wherever possible, placed adjacent to the right-of-way of a public street or road. IT SHALL BE THE RESPONSIBILITY OF THE APPLICANT TO ERECT AND TO MAINT THE NOTICE ON THE SUBJECT PROPERTY until final disposition of the case. The Planning Director shall determine the number of location of notices.
I confirm that the site has been posted as indicated by the Planning Director for the case as listed above. Polaroid pictures of site posting have been submitted.
Applicant Signature Date Applicant Signature
This instrument was acknowledge before me this day of
Julia Cocyes. In witness whereof I hereunto set my hand and official seal.
NOTARY PUBLIC
My commission expires 100.18,20/6
Return completed, notarized affidavit AND pictures to the Office of Planning and Development <u>AT LEAST 15 DAYS PRIOR TO PLANNING COMMISSION HEARING.</u>
Office of Planning and Development 8710 Northwest Dr. Southaven, MS 38671 (662) 393-0111



June 12, 2014

P023307.01

Mr. Chris Wilson City Administrator/CAO City of Southaven 8710 Southwest Drive Southaven, Mississippi 38671

Re: Proposal for Subsurface Exploration

Southaven MEMA/FEMA Community Safe Room

Southaven, Mississippi

Dear Mr. Wilson:

In response to a request from Mr. Stewart Smith, AIA, with A2H Geotechnology, Inc. is pleased to submit this proposal to perform a geotechnical subsurface exploration for the referenced project. This proposal is prepared based on the Request for Proposal in Mr. Smith's email dated June 11, 2014 and our review of the provided plans.

PROJECT INFORMATION

The site is located adjacent to the existing arena at Dorchester Drive and US Highway 51 in Southaven, Mississippi. The planned construction area is currently used as parking and is mainly covered with asphalt. The project consists of the construction of an approximately 12,800 square foot community safe room. Approximately 2.5 feet of fill will be required at the southeast corner of the building to reach the design finished floor elevation of El¹ 274.00. The reported maximum column and wall loads will be 100 kips and 6 kips per lineal foot, respectively.

KEY PROJECT ISSUES

Based on our knowledge of the site vicinity, we anticipate that the key geotechnical issues that our subsurface exploration will address include:

- Depth and conditions of any fill associated with past site activities
- The presence and thickness of soft or excessively wet soils
- Groundwater depth
- Liquefaction potential

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312 Winbrook * Memphis

¹ Elevations used herein are in units of feet and referenced to mean sea level (msl) datum.

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SCOPE OF SERVICES

Per the Request for Proposal, the scope of services consists of drilling five borings to approximate depths of 15 to 50 feet for a total of 140 lineal feet of drilling. Geotechnology suggests a scope of services consisting of 6 borings to depths of 5 to 50 feet, laboratory testing, and geotechnical evaluation. Soil samples will be obtained by split-spoon and Shelby tube sampling methods at regular intervals. A total of 140 lineal feet of drilling is budgeted. Upon completion of the drilling activities, borings greater than 25 feet in depth will be backfilled with grout in accordance with Mississippi Department of Environmental Quality (MDEQ) requirements. The remaining borings will be backfilled with auger cuttings. Unless a suitable on-site location is provided, any remaining drill cuttings will be staged onsite near each boring. It is noted that our drilling activities will cause disturbance to the site. Geotechnology will attempt to minimize site damage. Other than patching the core locations, no costs for site remediation are included in our budget. Removal of debris or coring of any hard materials is not included in this estimate.

Laboratory testing will include moisture content, unconfined compression, unit weight, gradations, and Atterberg limits. Geotechnology will summarize the results of borings, laboratory tests and engineering analyses in a report in which design recommendations are given, including the following:

- Foundation recommendations, including bearing capacity and anticipated settlement
- · Recommendations for ground improvement, if required
- Seismic site classification per the International Building Code (IBC)
- · Liquefaction analysis
- Floor slab recommendations
- Site excavation and placement of fill, including an evaluation of the suitability for use of the on-site soils
- General pavement recommendations based on assumed parameters and previous experience in the general area of project site. A pavement design for the site is not part of the scope of work for this project. If such is required, this office should be notified to modify the proposal accordingly

Settlement analyses, if required, will be based on index properties of the soil and published correlations with consolidation/compressibility properties. Consolidation tests are not planned. The seismic Site Class will be estimated based on our experience with the subsurface conditions of the project area and guidelines set forth in the IBC. No site specific or dynamic response analysis is planned.

SCHEDULE AND FEE

Coordination of the boring location and utility notification as required by law will take two days to complete. Please note that due to the requested report delivery date of June 26, 2014, Mississippi One Call should be contacted on June 12, 2014 to allow field work to begin on June 16, 2014. Drilling for the requested scope will take additional two rig-days, weather permitting after that date. Our subsurface exploration report will be submitted within seven working days following completion of the fieldwork. ©2014 GEOTECHNOLOGY, INC.

= FROM THE GROUND UP

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Our findings can be provided throughout the course of the project as test results and analyses are completed. Geotechnology will contact Mississippi One Call for locating public utilities. No private utility locator fee is included in our budget.

Geotechnology will conduct the scope of services described herein for a lump sum fee of Five Thousand Eight Hundred Dollars (\$5,800.00).

Geotechnology will, upon request, review plans and specifications, attend meetings as they pertain to geotechnical issues after the subsurface exploration report is submitted. Costs for such additional activities during finalization of design for the project will be quoted on an as needed basis.

AUTHORIZATION

Our services will be conducted in accordance with the attached Terms for Geotechnology Geotechnical Services. Please sign in the space at the end of the Terms and return one fully executed copy as your authorization to proceed.

This proposal and fee estimate have been prepared using Geotechnology's standard fee schedule. Geotechnology reserves the right to revise this proposal and fee estimate, at any time, if any flow down and/or contract provisions are required by Client or Owner to conform with any local, state or federal wage act requirements, including but not limited to the Davis-Bacon Act, as Amended, the McNamara-O'Hara Service Contract Act, etc., the required use of union labor, or for any required safety, security, vehicle, drug and alcohol testing, or any third party payment fees, or other requirements not specified in the Client's request for proposal or not defined in Geotechnology's scope of services.

Please call the undersigned if you have any questions or comments. We appreciate the opportunity to submit this proposal and look forward to hearing from you soon.

Very truly yours,

GEOTECHNOLOGY, INC.

John Henson, P.G., CPESC Senior Geologist

JKH/ASE:jkh

Attachments: Terms and Conditions

Important Information Regarding this Geotechnical Proposal

Proposed Boring Plan

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FROM THE GROUND UP =

Important Information about This

Geotechnical Engineering Proposal

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help

Participate in Development of the Subsurface Exploration Plan

Geotechnical engineering begins with the creation of an effective subsurface exploration plan. This proposal starts the process by presenting an initial plan. While that plan may consider the unique physical attributes of the site and the improvements you have in mind, it probably does not consider your unique goals, objectives, and risk management preferences. Subsurface exploration plans that are finalized without considering such factors presuppose that clients' needs are unimportant, or that all clients have the same needs. Avoid the problems that can stem irom such assumptions by finalizing the plan and other scope elements directly with the geotechnical angineer you feel is best qualified for the project, along with the other project professionals whose plans a affected by the geotechnical engineer's findings and recommendations. If you have been told that this step is unnecessary; that client preferences do not influence the scope of geotechnical engineering service or that someone else can articulate your needs as well as you, you have been told wrong. No one else can discuss your geotechnical options better than an experienced geolechnical engineer, and no one else can provide the input you can. Thus, while you certainly are at liberty to accept a proposed scope "as is," recognize that it could be a unilateral scope developed without direct client/engineer discussion; that authorizing a unitatoral scope will force the geotechnical engineer to accept all assumptions it contains; that assumptions create risk. Manage your risk.

Expect the Unexpected

The nature of geotechnical engineering is such that planning needs to anticipate the unexpected. During the design phase of a project, more or deeper borings may be required, additional tests may become necessary, or someone associated with your organization may request a service that was not included in the final scope. Ouring the construction phase, additional services may be needed to respond quickly to unanticipated conditions. In the past, geotechnical engineers commonly did

whatever was required to oblige their clients' representatives and sateguard their clients' interests, taking it on faith that their clients wanted them to do so. But some, evidently, did not, and refused to pay for legitimate extras on the ground that the engineer proceeded without proper authorization, or failed to submit notice in a timely manner, or failed to provide proper documentation. What are your preferences? Who is permitted to authorize additional geotechnical services on your project? What type of documentation do you require? To whom should it be sent? When? How? By addressing these and similar issues sooner rather than later, you and your geotechnical engineer will be prepared for the unexpected, to help prevent molehills from growing into mountains.

Have Realistic Expectations; Apply Appropriate Preventives

The recommendations included in a geotechnical engineering report are not final, because they are based on opinions that can be verified only during construction. For that reason, most geotechnical engineering proposals offer the construction observation services that permit the geotechnical engineer of record to confirm that subsurface conditions are what they were expected to be, or to modify recommendations when actual conditions were not anticipated. An offer to provide construction observation is an offer to better manage your risk. Clients who do not take advantage of such an offer, clients who retain a second firm to observe construction, can create a high-risk "Catch-22" situation for themselves. The geotechnical engineer of record cannot assume responsibility or liability for a report's recommendations when another firm performs the services needed to evaluate the recommendations' adequacy. The second firm is also likely to disavow liability for the rec ommendations, because of the substantial and possibly uninsurable risk of assuming responsibility for services it did not perform. Recognize, too, that no firm other than the geotechnical engineer of record can possibly have as intimate an understanding of your project's geotechnical issues. As such, reliance on a second firm to perform construction observation can elevate risk still more, because its personnel may not

have the wherewithal to recognize subtle, but sometimes critically important unanticipated conditions, or to respond to them in a manner consistent with your goals, objectives, and risk management preferences.

Realize That Secenvironmental Issues Have Not Been Covered

The equipment, techniques, and personnel used to perform a geoenvironmental study differ significantly from those used to perform a geotechnical study. Geoenvironmental services are not being offered in this proposal. The report that results will not relate any geoenvironmental findings, conclusions, or recommendations. Unanticipated environmental problems have led to numerous project failures. If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. Do not rely on an environmental report prepared for someone else.

Obtain Professional Assistance To Deal with Meld

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the express purpose of mold provention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. White groundwater, water infiltration, and similar issues may be addressed as part of the geotechnical engineering study described in this proposal, the geotechnical engineer who would lead this project is not a mold prevention consultant, nane of the services being offered have been designed or proposal for the purpose of mold prevention.

Have the Coolechnical Engineer Work with Other Design Professionals and Constructors

Other design team members' misinterpretation of a geotechnical engineering report has resulted in costly problems. Manage that risk by hav-

ing your geotechnical engineer confer with appropriate members of the design team before finalizing the scope of geotechnical service (as suggested above), and, again, after submitting the report. Also retain your geotechnical engineer to review pertinent elements of the design team members' plans and specifications.

Reduce the risk of unanticipated conditions claims that can occur when constructors misinterpret or misunderstand the purposes of a geotechnical engineering report. Use appropriate language in your contract documents. Retain your geotechnical engineer to participate in prebid and preconstruction conferences, and to perform construction observation.

Read Responsibility Provisions Closely

Clients, design protessionals, and constructors who do not recognize that geotechnical engineering is far less exact than other engineering disciplines can develop unrealistic expectations. Unrealistic expectations can lead to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their proposals. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks, thus to encourage more effective scopes of service. Read this proposal's provisions closely. Ask questions. Your geotechnical engineer should respond fully and frankly.

Raiy on Your ASIT-Member Geotechnical Engineer for Additional Assistance

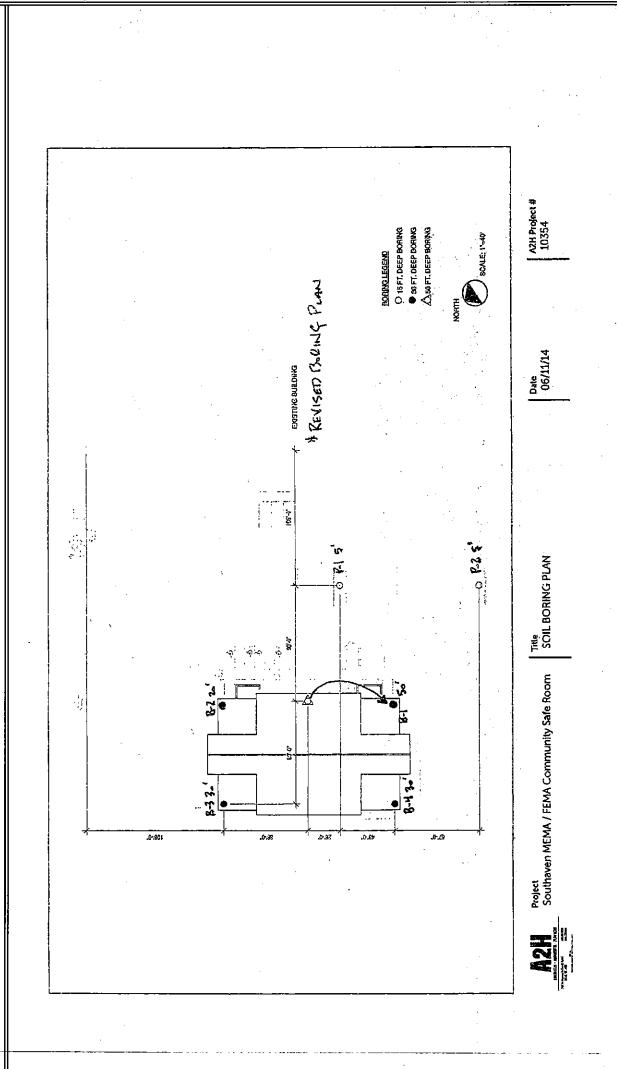
Membership in ASFE/The Best People on Earth exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit to everyone involved with a construction project. Confer with an ASFE member geotechnical engineer for more information. Confirm a firm's membership in ASFE by contacting ASFE directly or at its website.



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TERMS FOR GEOTECHNOLOGY'S GEOTECHNICAL SERVICES

1 - THE AGREEMENT

This AGREEMENT is made by and between: Geotechnology, Inc., hereinafter referred to as GEOTECHNOLOGY, and the City Of Southaven hereinafter referred to as CLIENT.

The AGREEMENT between the parties consists of these TERMS, the attached PROPOSAL identified as Proposal No. P023307.01, dated June 17, 2014, and any exhibits or attachments noted in the PROPOSAL. Together, these elements will constitute the entire AGREEMENT superseding any and all prior negotiations, correspondence, or agreements either written or oral. Any changes to this AGREEMENT must be

This proposal is valid for 90 days from June 17, 2014.

It is intended by the parties to this AGREEMENT that GEOTECHNOLOGY'S services in connection with the project shall not subject GEOTECHNOLOGY'S individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein. CLIENT agrees that as the CLIENT'S sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against GEOTECHNOLOGY, a Missouri corporation, and not against any of GEOTECHNOLOGY'S employees, officers or directors.

2 - STANDARD OF CARE

CLIENT recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by GEOTECHNOLOGY will be based solely on information available to GEOTECHNOLOGY. GEOTECHNOLOGY is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.

GEOTECHNOLOGY offers different levels of services to suit the desires and needs of different clients. Although the possibility of error can

never be eliminated, more detailed and extensive services yield more information and reduce the probability of error, but at increased cost. CLIENT has reviewed the scope of services and has determined that it does not need or want a greater level of service than that being provided.

GEOTECHNOLOGY will strive to perform its services in a manner consistent with the level of care and skill ordinarily exercised by members

of the geotechnical profession practicing contemporaneously under similar conditions in the locality of the project. Nothing in this contract shall be constitute an expressed or implied warranty, including (out not limited to) any warranty of merchantability or fitness for a

3 - SITE ACCESS AND SITE CONDITIONS

CLIENT will grant or obtain free access to the site for all equipment and personnel necessary for GEOTECHNOLOGY to perform the services set forth in this AGREEMENT. CLIENT will notify any and all possessors of the project site that CLIENT has granted GEOTECHNOLOGY free access to the site. GEOTECHNOLOGY will take reasonable precautions to reduce damage to the site, but it is understood by CLIENT that, in the normal course of the services, some damage may occur and the correction of such damage is not part of this AGREEMENT unless so specified in the PROPOSAL

Unless indicated otherwise in the PROPOSAL, CLIENT is responsible for accurately delineating the locations of all subterranean structures and utilities. GEOTECHNOLOGY will take reasonable precautions to avoid known subterranean structures, and CLIENT waives any claim against GEOTECHINOLOGY arising from damage done to subterranean structures and utilities not identified or accurately located.

GEOTECHNOLOGY will dispose of soil and rock samples ninety (90) days after submittal of the report covering those samples. Further storage or transfer of samples can be made at CLIENT'S expense upon CLIFATT'S prior written request.

5- MONITORING

CLIENT recognizes that unanticipated or changed conditions may be encountered during construction and, principally for this reason; CLIENT shall retain GEOTECHNOLOGY to observe construction. CLIENT understands that construction observation is conducted to reduce - not shall retain GEOTECHNOLOGY to observe construction. CLIENT understands that construction observation is conducted to reduce – not eliminate – the risk of problems arising during construction and that provision of the service does not create a warranty or guarantee of any type. In all cases, contractors shall retain responsibility for the quality and completeness of their work and for adhering to the plans, specifications, and recommendations on which their work is based. Should GEOTECHNOLOGY for any reason not provide construction observation during the implementation of GEOTECHNOLOGY's plans, specifications, and recommendations, or should CLIENT restrict GEOTECHNOLOGY's assignment of observation personnel, CLIENT shall, to the fullest extent permitted by law, waive any claim against GEOTECHNOLOGY, and indemnify, defend, and hold GEOTECHNOLOGY harmless from any claim or liability for injury or loss arising from field problems allegedly caused by findings, conclusions, recommendations, plans, or specifications developed by GEOTECHNOLOGY.

GEOTECHNOLOGY shall not be required to sign any document, no matter by whom requested, that would result in GEOTECHNOLOGY having to certify, guarantee, or warrant the existence of conditions whose existence GEOTECHNOLOGY cannot ascertain. CLIENT agrees not to make resolution of any dispute with GEOTECHNOLOGY or payment of any amount due to GEOTECHNOLOGY in any way contingent upon GEOTECHNOLOGY signing any such document.

6 - JOBSITE

Unless indicated otherwise in the PROPOSAL, GEOTECHNOLOGY will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences or procedures of construction or other field activities selected by any agent or agreement of CLIENT, or safety precautions and programs incident thereto. GEOTECHNOLOGY shall be responsible only for its activities and that of its employees on any site. Neither the professional activities nor the presence of GEOTECHNOLOGY or its employees or its subcontractors on a site shall imply that GEOTECHNOLOGY controls the operations of others, nor shall this be construed to be acceptance by GEOTECHNOLOGY of any responsibility for jobsite safety.

P023307.01

BILLING AND PAYMENT

- CLIENT will pay GEOTECHNOLOGY in accordance with the procedures indicated in the PROPOSAL and its attachments. Invoices will be submitted to CLIENT by GEOTECHNOLOGY, and will be due and payable upon presentation. If CLIENT objects to all or any portion of any invoice, CLIENT will so notify GEOTECHNOLOGY in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice of the invoice will immediately make every effort to settle the disputed portion of the invoice. The absence of written notification described above, shall constitute an unqualified acceptance of the invoice approach the end written by CLIENT feel claims with respect thereto.
- cisputed portion of the invoice. The absence of written nothication described above, shall constitute at singularities are uniqualities and waiver by CLIENT of all claims with respect thereto.

 Invoices are delinquent if payment has not been received within thirty (30) calendar days from date of invoice. CLIENT will pay an additional charge of one (1.0) percent per month on any delinquent amount. Failure by CLIENT to pay within sixty (60) calendar days as required in this AGREEMENT. In the event CLIENT fails to pay GEOTECHNOLOGY within ninety (90) calendar days after invoices are presented, CLIENT shall, to the fullest extent permitted by law, waive any claim against GEOTECHNOLOGY and indemnify and hold GEOTECHNOCOGY hermless from any claims made by third parties.
- If test results that indicate failure of a material to meet the intended specification require retesting of the material after additional work by parties responsible for that material, the cost of retesting will be invoiced to the CLIENT.

 GEOTECHNOLOGY may elect to adjust its rates under this AGREEMENT to account for changes in overhead rates and salary adjustments no sooner than one year from the date of this AGREEMENT, and no more often than once per year at the end of each subsequent year.

TERMINATION

This AGREEMENT may be terminated by either party seven (7) days after written notice in the event of any breach of any provision of this AGREEMENT or in the event of substantial failure of performance by the other party, or if CLIENT suspends the work for more than three (3) months. In the event of termination, GEOTECHNOLOGY will be paid for services performed prior to the date of termination plus reasonable termination expenses, including, but not limited to the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

ALLOCATION OF RISK

9.1 LIMITATION OF LIABILITY

- project to both CLIENT and GEOTECHNOLOGY, the risks have been allocried of the relative risks and benefits of the such that CLIENT agrees that the total liability of GEOTECTINOLOGY, its shareholders, directors, officers, employees, and agents, to CLIENT is limited to \$50,000 or the project fee, whichever is greater, for any and all injuries, damages, claims, losses, expenses, attorney's fees) arising out of this agreement from any cause or causes. Such causes include, but are not limit GEOTECHNOLOGYS negligence, errors, omissions, strict liability, statutory liability, negligent misrepresentation, breach of contra breach of warrenty, or other acts giving rise to Hability besed on controct tort or statute. If CLIENT prefers to have higher limits of liability coverage, GEOTECHNOLOGY agrees, upon receipt of CLIENT'S written request at the time of accepting our PROPOSAL, to increase the limits of liability up to a maximum of \$1,000,000.00 at an additional cost of 5 percent of our total fee or \$500.90, whichever
- Neither party shall have any liability to the other party for loss of product, loss of profit, loss of use, or any other indirect, incide special or consequential damages incurred by the other party.

9.2 INDEMNIFICATION

- Subject to the provisions of the Limitation of Liability described in 9.1a above, CLIENT and GEOTECHNOLOGY each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, or subconsultants in the performance services under this AGREEMENT. If claims, losses, damages, and judgments are found to be caused by the joint or consument negligence of CLIENT and GEOTECHNOLOGY, they shall be beene by each party in proportion to its negligence.
 CLIENT shall indomnify and hold harmless GEOTECHNOLOGY, its agents, subcontractors, directors, officers, and employees, from
 - and against any and all claims, suits, liability, damages, injunctive or equitable relief, expenses, including rea sterranean structures or utilities which were not adequately shown on plans furnished by CLIENT to GEOTECIENOLOGY in advance of our work or the discovery of unanticipated hazardous materials or suspected hazardous moterials, including, but not limited to, any costs created by delay of the project and any costs associated with possible reduction of the property's

10 - CONTINUING AGREEMENT

The indomnity obligations and limitations of liabilities established throughout this AGREEMENT, regardless of paragraph number, shall survive the assignment, transfer, expiration or termination of this AGREEMENT.

11 - HAZARDOUS MATERIALS

- CLIENT understands that GEOTECHNOLOGY'S services under this AGREEMENT are limited to geotechnical engineering and that GEOTECHNOLOGY shall have no responsibility to locate, identify, evaluate, treat or otherwise consider or deal with hazardous materials. CLIENT shall be solely responsible for notifying all appropriate federal, state, municipal or other governmental agencies, including the potentially affected public, of the existence of any hazardous materials located on or in the project site, or located during the performance of
- this AGREEMENT. The existence or discovery of hazardous materials located on or in the project site, or located during the performance of this AGREEMENT. The existence or discovery of hazardous materials shall constitute a Changed Condition under this agreement. Unless indicated otherwise in the PROPOSAL, GEOTECHNOLOGY will not be responsible for the investigation, detection, prevention, or assessment of the presence of Biological Pollutants. The term "Biological Pollutants" includes, but is not limited to; molds, fungus, spores, bacteria and viruses, and/or any of their byproducts. CLIENT agrees that it or other members of the construction/design team will be responsible for reducing or eliminating the infiltration of moisture into building materials and the building environment. CLIENT agrees that

GEOTECHNOLOGY has no liability for any claims alleging a failure to investigation, detect, prevent, assess or make recommendations for preventing, controlling or abating Biological Pollutants.

12 - PREVAILING WAGE AND UNION MEMBERSHIP

Unless CLEINT specifically informs GEOTECHNOLOGY in writing or it is specifically identified in our proposal that prevailing wage regulations or union membership are required for the Project and the Scope of Services identifies it as covered, CLIENT will reimburse, defend, indemnify and hold harmless GEOTECHNOLOGY from and against any liability resulting from a subsequent determination that prevailing wage regulations or union membership cover the Project, including all additional costs, fines and attorneys' fees.

13 - THIRD PARTY RELIANCE UPON REPORTS

All Documents are prepared solely for use by CLIENT and shall not be provided to any other person or entity without GEOTECHNOLOGY'S written consent. CLIENT shall defend, indemnify and hold harmless GEOTECHNOLOGY, its officers, shareholders and employees, from and against any action or proceeding brought by any person or entity claiming to rely upon information or opinions contained in reports or other documents provided to such person or entity, published, disclosed or referred to without GEOTECHNOLOGY'S written consent.

CLIENT recognizes that GEOTECHNOLOGY, as a part of the services covered by this AGREEMENT, may provide one or more of its employees to work with members of CLIENT'S project staff or specifically on a CLIENT'S project. For purposes of this AGREEMENT, an employee of GEOTECHNOLOGY may be a permanent or temporary employee assigned to provide services to CLIENT. CLIENT hereby agrees that CLIENT will not hire, either directly or indirectly, or provide inducement to hire an employee of GEOTECHNOLOGY either as an employee of CLIENT or as an employee of a subcontractor or supplier to CLIENT, such suppliers to include providers of contract labor, during the term of this AGREEMENT and for a period of six months after the termination of this AGREEMENT. Any hiring or inducement to hire any GEOTECHNOLOGY employee during the term of this AGREEMENT and for a period of six months after termination of this AGREEMENT.

15 - ELECTRONIC DOCUMENTS

- All drawings, specifications and/or other documents prepared by GEOTECHNOLOGY or its subconsultants in electronic or other machine-readable format (Electronic Documents) are provided merely as a convenience to the CLIENT in connection with the CLIENT's performance of its responsibilities and obligations relating to the services. Electronic Documents do not replace or supplement the paper drawings, specifications or other documents prepared by GEOTECHNOLOGY.
- CLIENT agrees not to acid to, modify or alter in any way, or to allow others to add to, modify or alter in any way, Electronic Documents or any printed copies thereof, unless CLIENT has received the express written consent of GEOTECHNOLOGY to do so.

16 - DISPUTES RESOLUTION

- All claims, disputes, and other matters in controversy between GEOTECHNOLOGY and CLIENT arising out of or in any way related to this AGREEMENT will be submitted to mediation as a condition precedent to litigation. Notwithstanding any other provision of the Agreement, unless prohibited by law, GEOTECHNOLOGY shall have, in addition to any other right or option set forth herein, the right to proceed in creating a lien upon the building or other improvements and upon the real estate on which the building or improvements are situated for the work and labor done and the labor and materials furnished on and to said real estate and to enforce its mechanic's lien pursuant to all rights and
- If a dispute at law arises from matters related to the services provided under this AGREEMENT and that dispute requires litigation, then:
 (1) the claim will be brought and tried in St. Louis County, Missouri and CLIENT waives the right to move the action to any other county or
 - (2) the prevailing party in any arbitration or litigation between GEOTECHNOLOGY and CLIENT shall be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, expert witness, and other claim related expenses. For purposes of this paragraph, a party prevails if (a) the judgment is equal to or in excess of the Plaintiff's last written demand for settlement, the Plaintiff shall also be entitled to recover its costs, expenses and reasonable attorney's fees from Defendant, (b) the judgment is equal to or less than the Defendant's last written offer of settlement, the Defendant shall be entitled to recover its costs, expenses and reasonable attorney's fees from the Plaintiff; (c) the judgment is in between the Plaintiff's last written demand for settlement and the Defendant's last offer of settlement, then neither party shall recover any of its costs, expenses or attorney's fees from the other.

17 - GOVERNING LAW AND SURVIVAL

- The law of the State of Mississippi will govern the validity of these TERMS, their interpretation and performance.

 If any of the provisions contained in this AGREEMENT are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this AGREEMENT for any cause.

This AGREEMENT shall mure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Neither party may assign its interests herein (unless assignee assumes in writing assignor's obligations hereunder) without the prior written consent of the other party, which consent will not be unreasonably withheld. No assignment shall operate to relieve the assignor of its obligations under the AGREEMENT.

19 - OTHER PROVISIONS

It is agreed that this AGREEMENT is entered into by the parties for the sole benefit of the parties to the AGREEMENT, and that nothing in the AGREEMENT shall be construed to create a right or benefit for any third party.

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3 of 4

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b. Neither party shall hold the other responsible for damages or dela accidents, or other events beyond the control of the other or the other.	y in performance caused by weather and other acts of God, strikes, lockout
c. The dies used in this AGREEMENT are for general reference only	ner's employees and agents.  y and are not part of the AGREEMENT.  greement without notice to the City of Southaven 60 days prior to the rai
- FUTURE SERVICES	
a. All future services including, but not limited to review of plan	is and specifications, construction monitoring, and post-construction work oject described in the PROPOSAL shall be conducted under the terms of thi
- SIGNATURES	
<ul> <li>The parties have read the foregoing, including any attachment AGREEMENT that will become effective on the date signed below</li> </ul>	s thereto, understand completely the terms, and willingly enter into this $v$ by CLIENT.
ity of Southaven Meccale at (Signature)	Geotechnology, Inc.
Darren Musselwhite (Print Name)	(Signature)
sition: Mayor	By: Ashraf Elsayed, Ph.D., P.E. (Print Name)
	Position: Chief Engineer-Memphis Branch

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\$10.57	1425.00	\$695.00	\$210.00	(i) a	\$1,129,00 \$29,64	1VES \$518.00 \$276.06	\$1,528.00	EN \$1,353.75	100	\$19.36	\$180.00	<u>1000ice Annt</u> 5250.00	Page 23 of 54	\$9,029.63	\$137.16 \$137.95	\$25.67	\$125.00 \$260.00	\$329.00 \$182.00	\$371.00 TROL \$144.98	\$7,913.5H		\$4,340.55	\$4,762.22	\$2,424.16 \$4,864.26	\$158.35	\$992.46	Invoice Amni
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HAT WRAP, OIL FUEL TREATMENT FOR TRUCK #810  MATERIALS FOR SHOP	CREDIT 1257-42745	CREDIT - 1257-461168	CREDIT#1257-47/4217	CREOIT	CREDIT	CREDIT	SOCIEDATE TO LEVE 4810	305-TAP	3058-BOLT KIT	-1002-FLOORWATS		BASEBALL BASEBALL	INVESTIGATIONS TRAINING TRAVELLEGAL UPDATS, MONEY	TRAVEL BASIC NARCOTICS	STREETS LIGHTS	STREET LIGHT REPAIR.	RIVER PTE DR UTILITIES	Invoice Description			BYSEBAIT	PASEBALL	REC BASEBALL	BASEBALL	PROF SERVICES	CAPTAIN EXAM, VOLNER, WALKER ECTRACTION: HITT, SPROUSE, DEWITT	SPUNTS		SPECIAL PROSECUTION	USSA CANC FEE & SCHOOLS OUT	MAY 2014 SALES TAX	REC BASEBALL	BASERALL	SCONTANTO DE DE LA CONTANTO DE LA CO	BASEBAIT	CITY MAPS	BLDG DEPT MAP BOOKS	(15) MAP BOOKS	PHONE SERVICES	HEADSET FOR PUBLIC WORKS	Invoice Description	
R \$53.95	\$-7.21	\$-12.00	\$-1200 -	1.8	<b>4</b> 5.19	Y 3	interes .	\$4.69	39.24	\$25.99	\$85.96	\$40.00	\$198.54	\$238.42	\$1,361.69	\$25221	\$124.60	Invoice Agent	: Page 35 of 54		\$246.00	\$600.00	\$172.50	\$600.00	#IS00	\$40.00	\$1,869.67	45.5	\$200.00	\$2,255,00	\$5,668.72	\$300,00	\$44400	\$70.00	\$137.00	\$225.00	\$93.00	\$335.00	\$65.00	\$251.00	Invoice Amnt	
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LABEL MACHINE - ANDREA	FUGITIVE/INVESTIG SUPPLIES		.:. CREDIT INV# 595764485001,	CREDIT INV #599133025001	CREDIT 6/1521467(0)	CREDIT ORIGINAL INVESTIGATION	CREOIT	CREOM	COPY PAPER	O.H. HENDRICKS SHEET HOTORIZED DAMPER FOR VENT HOCO \$1.416.00	WIPER BLADE TRUCK #832			MATERIALS FOR SHOP	MATERIALS FOR SHOP	MATERIALS FOR SHOP	MATERIALS FOR SHOP	invoice Description			MALONE RD - PARKS	OCEBLESTONE LIFT STATION	RADIO REPAIRS	MOTOROLA RADIO REPAIR TRUCK 831	SPRAYING AT PAC	PEST CONTROL - CITY HALL - WINN JOB - \$970.00 SPRAY CONCESSIONS \$568.00	PEST CONTROL				SMITH & BRUWLEY TROPHIES	SCHOOLS OUT	FAFK TROPHIES	AA OPEN TROOLING	INSPECTIONS INSPECTIONS	OLFILTER	COUPLING AND PLUG FOR PUMP TEST	BATTERY	REC BASEBALL	BASEBALL	Invoice Description	
\$54.07. \$92.24	\$122.11	\$120.89	\$76.42			73080		5.16	\$371.70	XXX \$1.416.00	\$45.98	\$2.10	\$191.91	\$768.27	\$76.97	\$2199	\$15.97	Invoice Amnt	Page 36 of 54		\$332.62	\$50.90	\$114.86		\$108.00	JOB \$970.00	\$160.00	\$180.00	\$111.20	SIIL30	\$657.36	\$1,095,50	8000 BO	. \$776.46	\$50,777.55			\$105.55	\$150.00	\$18.00	Invokse Amnt	9

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221337	221384	221301	221314	221592	221333	221305	221292	221315	221332	221294	221339	221269	221302	221350	224322	221201	3	201360	221383	221362	221359	Checks Youghers	W-081714	• .	221313	221553	221300	221367	221324	221316	. ZZ1373	221352	221342	221365	221471	221404	221169	221616	222057	221149	221887	221748	221747	221758	221972	221470	Checker Venulners	Docket W-061714
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\$375,00	· \$374.15·	\$374.45	\$375.00	\$50.95	\$375.00	\$375.00	\$375.00		<b>53</b> 75.00	\$375.00	\$376.00	\$375.00	\$375.00	\$37020	\$3(286	1318390	875m	\$373.45	\$375.00	\$973.65	<b>\$372.95</b>	Invoice Amnt	Tage 43 of 34		\$375.00	£372.50	\$374.50	3374.90	\$271.75	\$175.00	\$370.10	\$370.70	\$372.80	\$374.90	500.00	\$455.00	\$50,00	1850.00	\$200.00	\$110.36	E \$54.68	\$71.00	\$100.00	\$182.00	\$45.00	\$599.00	<u>Invoice Amet</u>	Page 41 or 54
469116	469126	469044	469124	469074	469085	469063	469097	#69107	465113	469037	169131	469038	469094	469043	469322	409090		1,000,000	459065	¥9068	4680H2	nvoice #	Warrant #: C-o		469100	469052	465093	489052	18093	465078	459120	469026	469088	469111	469127	469056	469109	469070	468109	469067	469034	469041	469075	469043	458879	469057	invoice #	Warrant #: C-0
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MOFFETT UNIFORM	MIXE MUELLER UNIFORM	MIKE MALLETT UNIFORM	MIKE JOHNSON UNIFORM	MICHAEL UNIFORM	MESSENGER UNIFORM	MEADOR UNIFORM	HICKINN UNFORM	MCDONALD UNIFORM	MCDANIEL UNIFORM	MCCOY LINIFORM	E	MATT JOHNSON UNIFORM	MACINTURE UNIFORM	LOYD UNIFORM			CANADOCOCI	1 ENTHAN UNIFORM	LANDERS UNIFORM	LAFAYETTE (NIFORIA	KYLE UNIFORM	<u>hyolce Description</u>			FCRD UNIFORM	FLOYD UNIFORM	FERGUSON UNIFORM	ERIC DAVIS UNIFORM	ECONSTONUNFORM	BUKE UNIFORM	DOWALD BYKUM UNIFCRM	DEWITT UNIFORM	DEVORE UNIFORM	DANNY MCCLAIN UNIFORM	CUNNINGHAM UNIFORM	CORNELIUS UNIFORM	CONNER UNIFORM	COLLINS UNIFORM	CHRIS JOHNSON UNIFORM	CARTER UNIFORM	CARPENTER UNIFORM	CAMPBELL UNIFORM	CALARCO UNIFORM	BUNKER UNIFORM	SRYANT, DALE 2014 ALLOT	BROWN UNIFORM	lnvoice Description	
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\$375.00	\$375.00	\$371.25	537470	\$373.15	\$375.00	\$3.5.00	50.57 GB	\$371,15	\$374.20	\$37L45	\$375.00		\$375.00	\$374,45	\$373.50	207.00	3	2017105	02.2.E\$	\$375.00	\$373.65	invoke Amat	Page 44 of 54		\$37+.80	\$375.00	\$375.00	\$175.00	\$375.00	\$375.00	\$371.00_	\$375.00	\$375.00	\$375.00	מקנג	\$375.00	\$374.75	\$370.55	\$375.00	\$370.60	\$175.00	\$375.00	\$325.05	3374.15	\$251.80	9375,00	Invoice Amot	Page 42 of 54

	Vendar Name Involce Description IRLSTAR COMPANIES,	221192 21890 THOMAS MARY CERRISTON 221495 211890 THOMAS MARY CERRISTON 221495 21114 THOSE STAMP RC 2211271 3114 THOSE STAMP RC 2211271 489 TRUSTAR COMPANIES. 2211273 1890 TRUCK PRO 2211270 1990 TRUCK PRO 2211270 1990 TRUCK PRO 2211270 1990 TRUCK PRO 2211271 11114 UNION AUTO PARTS 2211272 11114 UNION AUTO PARTS 2211273 1114 UNION AUTO PARTS 2211273 1114 UNION AUTO PARTS 2211274 1114 UNION AUTO PARTS 2211275 1114 UNION AUT
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	Mendar Name Involte Description IRLSTAR COMPANIES,	1114
	Mendar Name Involte Description TRI-STAR COMPANIES, TRI-STAR COMPA	1990   THOMAS MARK CERRISTON
	Vendar Name     Involte Describtion     Inv       TRI-STAR COMPANIES     HAG SERVICES     128       TRI-STAR COMPANIES     HAG SERVICES     129       TRI-STAR COMPANIES     HAG SERVICES     139       TRI-STAR COMPANIES     HAG SERVICES     139       TRI-STAR COMPANIES     HAG SERVICES     139       TRI-STAR COMPANIES     CREDIT     14       TRI-STAR COMPANIES     MATERIALS FOR SHOP     12       TRI-STAR COMPANIES     MATERIALS FOR SHOP     12       TRI-STAR COMPANIES     MATERIALS FOR SHOP     12       TURNER DALE     SOCHELLE     13       TURNER DALE     SOCH	1990   THOMAS MARK CERRISTON   1990   1990   1990   1990   1990   1990   1990   1990   1990
	Vendar Name Involce Description IRLSTAR COMPANIES, HAGS SERVICES IRLSTAR COMPANIES, HAGS SERVICES IRLSTAR COMPANIES, HAGS SERVICES IRLCK PRO IRLCK	1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997
	Vendar Name Involte Description IRLSTAR COMPANIES, PRUSTIAR COMPAN	1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975   1975
	Vendor Name Involve Description IRISTAR COMPANIES, IRISTAR COMPANIES, IRISTAR COMPANIES, IRISTAR COMPANIES, IRISTAR COMPANIES, IRICK PRO	19   19   19   19   19   19   19   19
	Vendor Name Involce Description Involce Companies Involce Services Involce Properties Involet Involce Properties Involce Properties Involce Properties Invol	1997   114   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116   116
	Mendor Name Involce Description IRLSTAR COMPANES, IRLSTAR COMPANES	1990   THOMAS MARK CERRSTON
	Vendor Name     Involce Describtion     Inv       TRI-STAR COMPANIES,     HAG SERVICES     128       TRI-STAR COMPANIES,     HAG SERVICES     139       TRI-STAR COMPANIES,     MATERIALS FOR SHOP     139       TURNIER DALLE     500 FIBALL     139       TURNIER DOWLLD C.     500 FIBALL     130       TURNIER DOWLLD C.     500 FIBALL     130 <td>  1997   TRUCK PRO   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   19</td>	1997   TRUCK PRO   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   1997   19
	Vender Name Involte Description IRLSTAR COMPANIES, HAGGERVICES IRLSTAR COMPANIES, PAUG SERVICES IRL	1
	Vendor Name     Involte Description     Inv       TRISTAR COMPANIES     HAG SERVICES     128       TRUSTAR COMPANIES     HAG SERVICES     128       TRUSTAR COMPANIES     HAG SERVICES     128       TRUCK PRO     LOCEDIT     128       TRUCK PRO     LATERIALS FOR SHOP     121       TRUCK PRO     MATERIALS FOR SHOP     128       TRUCK PRO     MATERIA	1
	Vandar Name Invoice Description IRLSTAR COMPANIES. IRLSTAR COMPANIES. IRLSTAR COMPANIES. IRLSTAR COMPANIES. IRLSTAR COMPANIES. IRLCS PRO IRLCS PRO INVOICE PRO INVOICE PRO INVOICE PRO INVOICE PRO INVOICE PRO INVOICE PRO INTERNALS FOR SHOP IRLCS PRO INTERNALS FOR SHOP IRLCS PRO INTERNALS FOR SHOP INTERNAL FOR SHOP IN	0 221452 21990 PHOLAS HARK CERRISTON 0 221465 TOES CHRIS 0 221465 10186 TOES CHRIS 0 22147 10186 THEST STAMP INC 0 221487 11608 THEPTIT JORDAN 0 221487 11608 THEPTIT JORDAN 1 221487 11608 THEPTIT JORDAN 1 221487 11608 THEPTIT JORDAN 1 221487 11608 THESTAR COMPANIES, 10 221574 469 THESTAR COMPANIES, 10 221573 469 THESTAR COMPANIES, 10 221575 469 TRUCK PRO 1211570 997 TRUCK PRO 1211510 997 TRUCK
	Mendor Name Involce Description INLSTAR COMPANES, INLSTAR COMPANES	0 22152 21890 THOUSE MARK CERRISTO 0 221695 THE CHRIS 0 222779 3174 THOER STAMP PKC 0 222771 3174 THOER STAMP PKC 0 221837 18700 THULERY BRANDON 0 221857 18700 THPPIT JORDAN 10 221857 18700 THAPTI JORDAN 10 221874 469 TRASTAR COMPANES, 10 221875 469 TRASTAR COMPANES, 10 221876 469 TRASTAR COMPANES, 10 221876 469 TRASTAR COMPANES, 10 221877 469 TRASTAR COMPANES, 10 221878 469 TRASTAR COMPANES, 10 221879 469 TRASTAR COMPANES, 10 221870 997 TRACK PRO 100274 0 221870 997 TRAUCK PRO 102274 0 221870 997 TRAUCK PRO
	Mendar Name Involce Description IRLSTAR COMPANIES, HAG SERVICES IRLSTAR COMPANIES, IRL	1
	Vendor Name Involce Description Involce Description Involce Description Involce Description Involce Structures, HAGO SERVICES 128 TRUSTAR COMPANIES, HAGO SERVICES 128 TRUSTAR COMPANIES, HAGO SERVICES TRUCK PRO MATERIALS FOR SHOP TRUCK PRO MATERIALS FOR SHOP TRUCK PRO SERVICE 128	0 22192 21900 THOUSE MARK CERSTON 0 22193 21900 THOUSE MARK CERSTON 0 22127 3174 THOER STAMP INC 0 22127 1970 THULETY BRAVIDON 0 221497 19709 THAPTIT JORDAN 1 221497 493 THASTAR COMPANIES, 1 0 221574 493 THASTAR COMPANIES, 1 0 221575 493 THASTAR COMPANIES, 1 0 221576 493 THASTAR COMPANIES, 1 0 221576 493 THASTAR COMPANIES, 1 0 221576 1997 THUCK PRO 1 221570 997 TRUCK PRO 1 221570 997 TRUCK PRO 1 221570 997 TRUCK PRO
	Vendor Name Involce Description IRI, STAR COMPANIES, IRI, STAR COMPANIES	0 22192 21900 THOUSE MARK CERRISTO 0 22193 21900 THOUSE MARK CERRISTO 0 22127 3174 THOER STAMP PKC 0 22127 1570 THUENY SRAVIDON 0 221457 15709 THOER STAMP COMPANIES. 0 221574 469 TRUSTAR COMPANIES. 0 221574 169 TRUSTAR COMPANIES.
	Mendor Name Involce Describtion Involce Describtion Involce Describtion Involce Describtion Involce Describtion Involce Services 128 The Star Companies Price Services 188 The Star Companies Price Services 288 The Star Companies Caedit Price Services 288	0 221192 21990 THOMAS MARK CERRISTON 0 221496 T0165 TECE CHRIS 0 22129 3174 TIGER STAMP AC 0 22129 3174 TIGER STAMP AC 0 221277 465 TIRPTIT JCRDAM 1 221277 465 TIRPTI
DASSIBULL   SILLIDO   CIDANDO   CI	Vendor Name Involce Description Involce Descri	0 22152 2180 HOURS MARK CERRISTO 0 22155 1180 THO CHRIS 0 22165 1180 THO CHRIS 0 22165 1114 HOER STAMP PAC 0 22127 3114 HOER STAMP PAC 0 22157 1510 THE FRANCON 0 221457 15100 THP PHI JORDAN 1 221457 15100 THP PHI JORDAN 1 221574 469 TH-JSTAR COMPANIES 0 221574 469 TH-JSTAR COMPANIES 0 221575 469 TH-JSTAR COMPANIES 0 221576 469 TR-JSTAR COMPANIES 0 221576 469 TR-JSTAR COMPANIES
	Vendor Name Involce Description Inv	0 22192 21900 THOUSE MERK CERRISTO 0 22193 1195 TRE CHRIS 0 222193 1174 THOER STAMP PKC 0 221271 3174 THOER STAMP PKC 0 221271 3174 THOER STAMP PKC 0 221271 3174 THOER STAMP PKC 0 221457 19700 THULETY BRANDON 0 221457 19700 TRAPIT JORDAN 10 221577 499 TRA-STAR COMPANIES, 0 221577 499 TRA-STAR COMPANIES, 0 221578 499 TRA-STAR COMPANIES, 0 221578 499 TRA-STAR COMPANIES,
	Vendor Name Involce Description Inv	0 221192 21990 THOUSE MARK CERRISTON 0 221496 THOUSE MARK CERRISTON 0 221279 5174 THOER STAMP INC 0 221271 3174 THOER STAMP INC 0 221271 3174 THOER STAMP INC 0 221497 19709 THULETY BRAYHON 0 221497 19709 THEFIT JORDAN 16 COSHITA & WOODING STANDON THEFIT THEFIT ACCOMPANIES, 0 221574 469 TRESTAR COMPANIES, 0 221573 469 TRESTAR COMPANIES,
	Vendor Name Invoice Description Inv	0 22192 2000 THOMAS MARK CERSTON 0 22199 10195 TICE CHRIS 0 222129 3174 TICER STAMP PKC 0 221271 400 TIPPTIT LORDAN 1 15-10-10-10-10-10-10-10-10-10-10-10-10-10-
	Vendor Name Involce Description Inv	0 22192 21900 THOMAS MARK CIRRISTON 0 221495 10165 TECE CHRIS 0 221279 3174 THORR STAMP PAC 0 221271 3174 THORR STAMP PAC 0 221271 3174 THORR STAMP PAC 0 221291 21620 THULERY SRAWING 0 221291 16709 TRPPIT JORDAN 10 221487 16709 TRPPIT JORDAN 16 COSIT14 & Woodrift Vendor & Vendor Name
		0 221152 21800 THOMAS MARK CERRISTO 0 221486 10186 TRUE CHRIS 0 221486 10186 TRUE CHRIS 0 221271 3174 TRUERS STAMP RAC 0 221277 3174 TRUERS STAMP RAC 0 221931 21820 TRUERY SRAMION 0 221487 18709 TRPPIT JORDAN 18-CC-051714 & W061714
		0 22182 21890 THOMAS MARK CERRISTO 0 221495 THOSE CHRIS 0 222789 3174 THOSE STAMP PIC 0 221277 3174 THOSE STAMP PIC 0 221277 3174 THOSE STAMP PIC 0 221857 18700 THEERY SEAMON 0 221487 18700 THEPTIT JORDAN
		0 221192 21890 THOMAS MARK CERRISTO 0 221496 TOBE CHRIS 0 222729 3174 TOBER STAMP INC 0 221271 3174 TOBER STAMP INC 0 221831 21820 THLERY BRAVIDON 0 221487 18709 TIPPITT JORDAN
BASEBULL         \$1,11,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$2,100         \$2,100         \$2,100         \$2,100         \$2,100         \$2,100         \$2,100         \$2,100         \$2,100         \$2,100         \$2,100         \$2,100         \$2,100         \$2,100         \$2,100         \$2,100         \$2,100         \$2,100         \$2,100         \$2,100         \$2,100         \$2,100         \$2,100         \$2,100         \$2,100         \$2,100         \$2,100         \$2,100         \$2,100         \$2,100         \$2,100         \$2,100         \$2,100         \$2,100         \$2,100         \$2,100         \$2,100         \$2,100         \$2,100         \$2,100         \$2,100         \$2,100         \$2,100         \$2,100         \$2,100         \$2,100         \$2,100         \$2,100         \$2,100         \$2,100         \$2,100         \$2	Company and	0 221192 21990 THOMAS MARK CERRISTO 0 221192 101990 THOMAS MARK CERRISTO 0 221279 3174 THOER STAMP INC 0 221271 3174 THOER STAMP INC 0 221291 21620 THLEHY BRAVILON 0 221487 16709 THOPPIT JORDAN
BASEBUL         \$1,1100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,100         \$1,10	FASEBALL	0 22152 21900 THOWAS MADY CERRISTO 0 221495 10195 TICE CHRIS 0 221271 3174 THOER STAMP INC 0 221271 3174 THOER STAMP INC 0 221291 21820 TILLERY BRAYLION
BASEBALL	REC BASEBALL	0 221152 21900 THOWAS MADY CERRISTO 0 221495 10195 TICE CHRIS 0 22129 3174 THER STAMP INC 0 221277 3174 THER STAMP INC
BASEBULL         \$1,111.00         41199933         0         221902         19477         TRADEBE         PHOSEPIOLI PAZAGOUS YMATE DAY         \$18,50,00         609514         0         221903         19784         TRADOWAY HARCULL         PHOSEPIOLI PAZAGOUS YMATE DAY         \$18,50,30         \$18,50,30         \$21903         \$19784         TRADOWAY HARCULL         PHOSEPIOLI PAZAGOUS YMATE DAY         \$18,50,30         \$18,50,30         \$21903         \$19784         \$18,17         \$18,50,30         \$219,50         \$219,50         \$219,50         \$219,50         \$219,50         \$219,50         \$219,50         \$219,50         \$219,50         \$219,50         \$219,50         \$219,50         \$219,50         \$219,50         \$219,50         \$219,50         \$219,50         \$219,50         \$219,50         \$219,50         \$219,50         \$219,50         \$219,50         \$219,50         \$219,50         \$219,50         \$219,50         \$219,50         \$219,50         \$219,50         \$219,50         \$219,50         \$219,50         \$219,50         \$219,50         \$219,50         \$219,50         \$219,50         \$219,50         \$219,50         \$219,50         \$219,50         \$219,50         \$219,50         \$219,50         \$219,50         \$219,50         \$219,50         \$219,50         \$219,50         \$219,60         <	SELF-SKING COURT SEALS	0 221152 21900 THOUSE MACK CERPISTO 0 221495 10199 TICE CHRIS 0 221499 3174 THOER STAMP INC
SASEBALL   11/11/00   1/109433   0   721502   1547   TRACESE   HOUSEHOLD HAZAGOUS WASTE DAY   18/54/38   18/74   REJUMNY HARCUD   RECENTERES PERACREE   3/51/39   18/74   REJUMNY HARCUD   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39   1/52/39		O 221495 TOES STANDARD CHRISTON O 221495 TOES TIPCCHRISTON O 221495 TOES TIPCCHRISTON O 221496 TOES STANDARD CHRISTON
BASEBULL         \$1,11.00         41000430         0         221502         1947         TRADEBE         HOUSEHOLD HAZAGOUS WASTE DAY         \$15,30           PASEBULL         \$9,000         69581         0         221943         1974         TRE-DAWAY HAROLD         HOUSEHOLD HAZAGOUS WASTE DAY         \$15,30           RED BASEBULL         \$9000         355008         0         22194         551         TRI FRUM         CHEART TREE - CHECKED ALL NATES         \$2,072,48           \$0000         355103         0         22195         551         TRI FRUM         CHEART TREE - CHECKED ALL NATES         \$2,072,48           \$0000         355103         0         22195         551         TRI FRUM         CHEART TREE - CHECKED ALL NATES         \$2,072,48           \$0000         355103         0         22195         551         TRI FRUM         CHEART TREE - CHECKED ALL NATES         \$2,072,48           \$1077.0         356103         0         22195         551         TRI FRUM         CHEART TREE - CHECKED ALL NATES         \$1,055,00           \$1077.0         356103         0         22195         551         TRI FRUM         COLVERT TREE - CHECKED ALL NATES         \$1,052,00           \$1077.0         35000         35400         22195	ORDINATE STATES OF STATES WITH PATE	0 22/152 21990 THOMAS MARK CHRISTON 0 22/165 10185 TICE CHRIS
BASEBULL         \$1,1100         41090430         0         221902         1947         TRADEBE         HOUSEHOLD HAZAROOUS WASTE DAY         \$1,503           PASEBULL         \$91,000         6695/4         0         221943         1979         TRADEBE         HOUSEHOLD HAZAROOUS WASTE DAY         \$15,509           BOSEBULL         \$900         369708         0         221943         \$919         TRI FRIMA         CHECKTON FREE CHECKEDALL NAETS         \$207245           BOORESEEPER         \$10,000         369708         0         221995         \$691         TRI FRIMA         CONCRETE COLLASPEO         \$1,06620           \$20000         \$11,777         369708         0         221995         \$691         TRI FRIMA         CONCRETE COLLASPEO         \$1,06620           \$21707         \$49709         \$4028         0         221995         \$691         TRI FRIMA         CONCRETE COLLASPEO         \$1,0770           \$22709         \$491         \$40200         \$40200         \$212925         \$991         TRI FRIMA         NUET WORK         \$34,669           \$22709         \$291         TRI FRIMA         NUET WORK         \$34,669         \$222607         \$991         TRI FRIMA         NUET WORK         \$34,469           \$2270	BASEBALL	0 221152 21800 THOMAS MARK CHRISTON
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# City of Southaven Docket of Claims



Warrant #: S-061714 & S-061714

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222190	222187	222188	222189	Voucher#
223	223	223	223	Vendor#
CROWS TRUCK SERVICE	CROWS TRUCK SERVICE	CROWS TRUCK SERVICE	CROW'S TRUCK SERVICE	Vendor Name
U-3 REAR AIR BAG	TRUCK 3 ALTERNATOR	MATERIALS FOR SHOP	MATERIALS FOR SHOP	Invoice Description
\$864,58	\$2,997.95	\$97.66	\$50.49	Invoice Amn
		:.		<u>Amnt</u>

Total Invoices Paid on this Docket: \$4,010.68



June 13, 2014

Mayor Darren Musselwhite City of Southaven 8710 Northwest Drive Southaven, MS 38671

REFERENCE: GENERAL PROFESSIONAL SERVICES MASTER AGREEMENT

Dear Mayor Musselwhite:

Civil-Link (CL) is pleased to offer this Master Agreement to the City of Southaven (City) for various professional planning, engineering, and surveying services. The specific details of this Agreement are as follows:

#### 1. SCOPE OF SERVICES:

- A. MUNICIPAL STAFF ENGINEERING SERVICES: CL will provide and represent the City with municipal engineering services that are generally intended to encompass and match the services currently being provided to the City by its staff engineering position. These are services typically necessary in conjunction with daily municipal activities and operation which do not typically have a clearly defined scope of work. CL will provide technical consultation with regards to proposed and existing municipal infrastructure systems; transportation/traffic operations and maintenance; floodplain and storm water management; coordination and management of other professional engineering consultants; assistance in review of bid proposals; review of commercial, residential, and industrial development plans for City compliance; review of construction drawings and/or technical specifications of City infrastructure improvements; cost estimating and budgeting; capital improvements planning, project and grant planning; grant application submittals; and representation at City meetings, or liaison with regulatory agencies.
- B. EXPLICIT SERVICES: CL will provide other specific professional planning, engineering, and surveying related services outside of those usually provided by or described above as Municipal Staff Engineering Services that will typically have a more clearly defined scope of work. This will include boundary and topographic

5770 Getwell Road, Bldg B • Southaven, MS 38672 • Phone: (662) 510-2169 • Fax: (662) 510-2197

surveying and data collection, easement and right-of-way preparation and acquisition, mapping, master plan studies, design engineering, construction engineering and inspection, project resident representation during public improvement construction projects, environmental permitting, or utility/infrastructure analyses and evaluations. The extent of these services will typically be described in a Work Authorization for larger work tasks or by verbal direction for tasks considered small in nature and must be approved by the Southaven Board of Aldermen for Explicit Services exceeding \$5,000.00.

- PERIOD OF PERFORMANCE: The term of this Agreement shall commence upon the date of the City's approval and shall expire no later than one year from said City's approval date subject to renewal by appointment of the Southaven Board of Alderman.
- 3. COORDINATOR OF SERVICES: CL shall provide the City with a single point of contact who will attend the City Board Meetings and coordinate the requested services with the Company for the City. The point of contact designated by CL shall not serve as the exclusive city engineer for any other municipality. This in no way prohibits or excludes others employed by CL from serving as city engineer for other Cities.
- 4. PAYMENT TERMS: The City will be billed monthly by invoice and payment shall be made within forty-five (45) days of receipt.
  - A. MUNICIPAL STAFF ENGINEERING SERVICES: As full and complete compensation for the services to be provided and described above for these services, the City will pay CL a flat lump sum rate of \$8,000.00 per month for each month of the term of the contract or as extended. A detailed breakdown of the work completed and the related fees charged will be provided in support of the lump sum fee per month. The City agrees to pay CL for all reasonable expenses incurred as a result of its representation of the City in an amount not to exceed \$400.00 per month. Any expenses above said amount must be approved by the City in advance.
  - B. EXPLICIT SERVICES: Compensation for these services will be negotiated on a case by case basis between the City and CL with the issuance of a Work Authorization or the services will be provided at our actual hourly cost rates times a 2.6 multiplier plus the related reimbursable expenses. Not to exceed compensation amounts may also be specified in each Work Authorization based on this hourly basis. Subconsultant's invoices will be billed to the City by multiplying the direct cost by a factor of 1.10.
- MODIFICATION OF AMENDMENT: Modifications of amendments to this agreement may only be made upon mutual agreement of the parties, in writing and signed by the parties hereto.

- 6. CONFLICTS: In the event any conflict arises due to representation of the City in any manner, the parties agree to use good faith efforts to resolve the conflict in a mutually satisfactory manner.
- 7. PREVIOUS CONTRACTS: All prior contracts agreed to by the parties for general services shall be replaced by this contract and the terms set forth herein.
- 8. TERMINATION: Any party may terminate this contract at any time by giving written notice to the other parties of such termination and specifying the effective date thereof, at least seven (7) working days before the effective date of such termination. In the event of such, CL will be entitled to receive just and equitable compensation for any specific services completed to the date of termination.

This Master Agreement, consisting of three pages; Exhibit A, "General Terms and Conditions" consisting of three pages; and all the subsequent Work Authorizations and/or Notices, constitute the entire agreement between the City and CL. We appreciate the opportunity to provide these services to the City of Southaven and we look forward to our continued work with you and your staff.

Sincerely,

CIVIL-LINK, LLC

Danny Cordell, PE, PS Managing Principal

ACCEPTED CITY OF SOUTHAVEN, MISSISSIPP

Title: Mayor

Date: ___6 - 17 - 14

## EXHIBIT A GENERAL TERMS AND CONDITIONS

- Relationship Between Engineer and Client. Engineer shall serve as Client's professional engineering consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client.
- Responsibility of the Engineer. Engineer will strive to perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any agreement between the Client and any other party concerning the Project, the Engineer shall not have control of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction; or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any contractor or subcontractor, or any other engineer, architect or consultant not under contract to the Engineer to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project.

Engineer shall determine the amounts owing to the construction contractor and recommend in writing payments to the contractor in such amounts. By recommending any payment, the Engineer will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made to check the quality or quantity of the contractor's work.

Responsibility of the Client. Client shall provide all criteria and full information as to his requirements for the Project, including budgetary limitations. Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project.

Client shall give prompt written notice to the Engineer whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Engineer's services, or any defect or nonconformance in the work of any construction contractor.

Client shall examine all documents presented by Engineer, obtain advice of an attorney or other consultant as Client deems

- appropriate for such examinations and provide decisions pertaining thereto within a reasonable time so as not to delay the services of the Engineer.
- 4. Designation of Authorized Representatives. Each party shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.
- 5. Ownership of Documents. Drawings, specifications, reports and any other documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be the property of Client. Engineer shall have the right to retain copies of all documents and drawings for its files.
- 6. Reuse of Documents. All documents, including drawings and specifications furnished by Engineer pursuant to this Agreement, are intended for use on the Project only. They should not be used by Client or others on extensions of the Project or on any other project. Any reuse, without written verification or adaption by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting therefrom.
- 7. Opinions of Cost. Since the Engineer has no control over the cost of iabor, materials, equipment or services furnished by the contractor, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, the Engineer cannot and does not guarantee that proposals, bids or actual construction costs will not vary from his opinions or estimates of construction costs.
- 8. Changes. Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments; and Engineer and Client shall negotiate appropriate adjustments in fee and/or schedule acceptable to both parties to accommodate any changes.
- Delays. If the Engineer's services are delayed by the Client, or for other reasons beyond the Engineer's control, for more than one year, the fee provided for in this Agreement shall be adjusted equitably.
- Subcontracts. Engineer may subcontract portions of the services, but each subcontractor must be approved by Client in writing.
- 11. Suspension of Services. Client may, at any time, by written order to Engineer, require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. Client, however, shall pay all costs associated with suspension including all costs

ral-Terms-Conditions -City Master Agreement – City Master Agreement

GENERAL TERMS AND CONDITIONS

necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension of work order. Engineer will not be obligated to provide the same personnel employed prior to suspension when the services are resumed in the event the period of any suspension exceeds 30 days. Client will reimburse Engineer for the costs of such suspension and remobilization.

#### NOT USED

Notices. Any notice or designation required to be given by either party hereto shall be in writing and, unless receipt of such notice is expressly required by the terms hereof, it shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereinafter furnish to the other party by written notice as herein provided.

Indemnification. Engineer shall indemnify and hold harmless Client from Client's loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage arising out of the sole negligent act, error or omission of Engineer.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligency (including that of third parties) which caused the personal injury or property damage.

Client shall not be liable to the Engineer, and the Engineer shall not be liable to the Client, for any special, incidental or consequential damages, including, but not limited to, loss of use and loss of profit, incurred by either party due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the Client or the Engineer or their employees, agents or subcontractors, by reason of services rendered under this Agreement.

Legal Proceedings. In the event Engineer's employees are at any time required by Client to provide testimony, answer interrogatories or otherwise provide information ("testimony") in preparation for or at a trial, hearing, proceeding on inquiry "proceeding") arising out of the services that are the subject of this Agreement, where Engineer is not a party to such proceeding, Client will compensate Engineer for its services and reimburse Engineer for all related direct costs incurred in connection with providing such testimony. This provision shall be of no effect if the parties have agreed in a separate agreement or an amendment to this Agreement to terms which specifically supersede this provision, nor shall this provision apply in the event Client engages Engineer to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.

Successors and Assigns. The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that

neither party shall assign this Agreement in whole or in part without the prior written approval of the other.

- 17. Insurance. Within the context of prudent business practices, Engineer shall endeavor to maintain workmen's compensation and unemployment compensation of a form and in an amount as required by state law; comprehensive general liability with maximum limits of \$1,000,000/\$2,000,000; automotive liability with maximum limits of \$500,000/\$500,000; and professional liability insurance with an annual limit of \$500,000. Client recognizes that insurance market is erratic and Engineer cannot guarantee to maintain the coverages identified above.
- 18. Information Provided by the Client. The Engineer shall indicate to the Client the information needed for rendering of services hereunder. The Client may elect to provide this information (including services by others) to the Engineer. In this case, the Client recognizes that the Engineer cannot assure the sufficiency of such information. Accordingly, the Engineer shall not be liable for any claims for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided by the Client. In addition, the Client agrees to compensate the Engineer for any time spent or expenses incurred in defending such claim or in making revisions to his work as a direct or indirect result of information provided by the Client which is insufficient.
- 19. Subsurface Conditions and Utilities. Client recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of Engineer or Engineer's subconsultants with appropriate equipment may fail to detect certain hidden conditions. Client also recognizes that actual environmental, geological and geotechnical conditions that Engineer properly inferred to exist between sampling points may differ significantly from those that actually exist.

Engineer will locate utilities which will affect the project from information provided by the Client and utility companies and from Engineer's surveys. In that these utility locations are based, at least in part, on information from others, Engineer cannot and does not warrant their completeness and accuracy.

20. Hazardous Materials. When hazardous materials are known, assumed or suspected to exist at a project site, Engineer is required to take appropriate precautions to protect the health and safety of his personnel, to comply with the applicable laws and regulations and to follow procedures deemed prudent to minimize physical risks to employees and the public. Client hereby warrants that, if he knows or has any reason to assume or suspect that hazardous materials may exist at the project site, he will inform Engineer in writing prior to initiation of services under this Agreement.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Client agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Engineer agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. Client waives any claim against Engineer and

#### GENERAL TERMS AND CONDITIONS

agrees to indemnify, defend and hold Engineer narmless from any claim or liability for injury or loss arising from Engineer's encountering unanticipated hazardous materials or suspected hazardous materials. Client also agrees to compensate Engineer for any time spent and expenses incurred by Engineer in defense of any such claim.

- Risk Allocation. The Client recognizes that Engineer's fee includes an allowance for funding a variety of risks which affect the Engineer by virtue of his agreeing to perform services on the Client's behalf. One of these risks stems from the Engineer's potential for human error. In order for the Client to obtain the benefits of a fee which includes a lesser allowance for risk funding, the Client agrees to limit the Engineer's liability to the Client and all construction contractors arising from the Engineer's professional acts, errors or omissions, such that the total aggregate liability of the Engineer to all those named shall not exceed \$50,000 or the Engineer's total fee for the services rendered on this project, whichever is greater.
- Anticipated Change Orders. Client recognizes and expects that a certain amount of imprecision and incompleteness is to be expected in construction contract documents; that contractors are expected to furnish and perform work, materials and equipment that may reasonably be inferred from the contract documents or from the prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for; and that a certain amount of change orders are to be expected. As long as Engineer provides services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions, client agrees not to make any claim against Engineer for cost of these change orders unless these costs become a significant part of the construction contract amount. In no case will Client make claim against Engineer for costs incurred if the change order work is a necessary part of the Project for which Client would have incurred cost if work had been included originally in the contract documents unless Client can demonstrate that such costs were higher through issuance of the change order than they would have been if originally included in the contract documents in which case any claim of Client against Engineer will be limited to the cost increase and not the entire cost of the change order.

#### 3. NOT USED

- Force Majeure. Neither Client nor Engineer shall be hable for any fault or delay caused by any contingency beyond their control, including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
- Compliance with Laws. To the extent they apply to its employees or its services, the Engineer shall comply with all applicable United States, state, territorial and commonwealth laws, including ordinances of any political subdivisions or agencies of the United States, any state, territory or commonwealth thereof.

- 26. Separate Provisions. If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.
- 27. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the principal place of business of the Engineer.

#### 28. NOT USED

29. Entire Understanding of Agreement. This Agreement represents and incorporates the entire understanding of the parties bereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

#### RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI ESTABLISHING RULES AND GUIDELINES FOR SOUTHAVEN FARMERS CURB MARKET

**WHEREAS**, the City of Southaven ("City") has the authority pursuant to Mississippi Code Section 21-37-17 to establish and maintain, and to provide for the governing and regulation of curb markets; and

**WHEREAS**, for the well-being, safety and organization of all parties involved, the City desires to provide for certain rules, regulations and guidelines for the City Farmer's Curb Market ("Market"); and

**WHEREAS**, the City desires to fix the rental value for the stalls and booths for the Market; 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 Rules and Regulations set forth in Exhibit A are hereby adopted by the City for the well-being and safety for the Market.
- 2. The Guidelines set forth in Exhibit B are hereby adopted by the City for the organization and efficiency of the Market.
- 3. Each vendor shall sign the waiver before being allowed to participate in the Market.
- 3. The Mayor, the Public Works Director, City Clerk and City Administrator or their designee are authorized to effectuate the intent of this Resolution.

REMAINDER OF PAGE LEFT BLANK

vote ar	and se	the reading of econded by Alder ts were as follows	man			•	
Aldern	nan Willian	n Brooks					
Aldern	nan Kristiaı	n Kelly					
Aldern	nan Shirley	Beshears					
Aldern	nan George	Payne					
Aldern	nan Joel Ga	ıllagher					
Aldern	nan Scott F	erguson					
Aldern	nan Raymo	nd Flores					
RESO	LVED AN	<b>DONE</b> this 1st	t day of July	y, 2014.			
TEST:			DARRE	N MUSSE	LWHITE,	— MAYOR	
TY CLER	K						

#### **EXHIBIT A**

#### **Farmers Market Rules & Regulations**

In addition to all City of Southaven Ordinances, State of Mississippi laws and regulations, the following Rules and Regulations shall also be in effect:

- 1. The City of Southaven shall have the right to dismiss any vendor for the violations of the rules. The City of Southaven and its representatives shall have the authority to enforce the rules.
- 2. This facility is only intended for use by vendors of fresh homegrown fruits and vegetables and homemade food items.
- 3. All vendors should be the originator of at least 80% of their wares no reselling of items.
- 4. The following are prohibited from use:
  - Tobacco products
  - Alcohol
  - Illegal substances
- 5. Foul language will not be tolerated.
- 6. All vendors shall be expected to clean their leased space daily. Removal of all garbage and debris shall be the responsibility of the vendor. All such materials shall be disposed of off site.
- 7. Vendors are responsible for the conduct of themselves and all those associated with their business. All such parties shall not enter another vendor's leased space without permission.
- 8. No soliciting. No loitering.

### **EXHIBIT B**

### **Farmers Market Guidelines**

- 1. The cost is \$25/week or \$75/month per leased space.
- 2. If interested, call us FIRST to reserve a space. We will hold that spot for 2 business days to give each vendor time to complete the Waiver Form and deliver payment to the City Clerk's office.
- 3. To purchase a slot, each vendor must sign and date the Waiver Form plus deliver payment to the City Clerk's office.
- 4. If you purchase a weekly slot, the start date is the following Monday after payment is received, and the weeks are Monday to Saturday, 7 a.m. to 5:30 p.m., closed Sundays.
- 5. If you purchase a monthly slot, the start date is the following Monday after payment is received and will run for 4 consecutive weeks.
- 6. If you would like to extend, you MUST contact Ashley or Bradley at the Public Works Department by Friday 10 a.m. prior to your time expiring.

Contact Information: Ashley or Bradley at the Public Works Department, 662-796-2489, option 1.

# RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI GRANTING VARIANCE FOR MID SOUTH FAIR TO TITLE X, CHAPTER 2, ARTICLE IV SECTION 10-145

WHEREAS, Mississippi Code Section 21-17-5 provides that the City of Southaven ("City") shall have the care, management and control of the municipal affairs. In addition to those powers granted by specific provisions of general law, the governing authorities of municipalities shall have the power to adopt any orders, resolutions or ordinances with respect to such municipal affairs, property and finances which are not inconsistent with the Mississippi Constitution of 1890, the Mississippi Code of 1972, or any other statute or law of the State of Mississippi, and shall likewise have the power to alter, modify and repeal such orders, resolutions or ordinances; and

WHEREAS, the City Code of Ordinances, specifically, Title X, Chapter 2, Article IV, Section 10-145 prohibit permits to be issued for those events set forth in Title X, Chapter 2, Article IV of the City Ordinances; and

WHEREAS, the Mayor and Board of Aldermen as the governing authorities of the City and pursuant to their authority as set forth in Mississippi Code 21-17-5 desire to grant a variance to the permit to the Mid-South Fair under City Ordinance Title X, Chapter 2, Article IV, Section 10-145 for the dates of September 20, 2014 and September 27, 2014; and

WHEREAS, the Mid-South Fair is a regional event that attracts tourist to the City and the City desires to use the event to increase tourism and allow for greater exposure to the City; and

WHEREAS, the City finds that by allowing the variance with the Mid-South Fair Organization, the City will increase tourism opportunities; 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 City hereby grants a variance until 1:00 a.m. the following day for September 20, 2014 and September 27, 2014 to the permit issued to the Mid-South Fair under Title X, Chapter 2, Article IV, Section 10-145.

<del>-</del>	of the "Noise Ordinance" as ter 2, Articles I-IV.
Following the reading of the for made the motion and Alder motion for its adoption. The Mayor possible call vote, and the result was as follows:	erman seconded the out the question to a roll
Alderman William Brooks Alderman Kristian Kelly Alderman Shirley Beshears Alderman George Payne Alderman Joel Gallagher Alderman Scott Ferguson Alderman Raymond Flores	<pre>voted: voted: voted: voted: voted: voted: voted: voted:</pre>
RESOLVED AND DONE, this 1st day	of July, 2014.  Musselwhite, MAYOR
ATTEST:	Musselwhite, Maion
Sheila Heath, CITY CLERK	

2. The Police Chief or his designee(s) shall be

authorized to enforce this Resolution and variance. Nothing in this variance or Resolution shall limit the

### City of Southaven

At The Top of Mississippi



## **Park Facility Rental Application**

Request by James R. Chalmers Camp 1312 to use Arena Feb 20-22 fer \$11,000 total. Mid South Cwal war and Militery Show

Reservation Request
Facility Name: South Aven Arena
Date of Request: 1000 Feb 20-22, 2015
Time of Event: From 9:00: Am am/pm to 5:00: PM am/pm - ALWAYS 31 weeken
Estimated Attendance: 1200
Purpose of Event: Please see ARTACHES News Release. 47th Mid South Cirl WARD and Micitary Show was conducted Feb 15/6, 2014. Purpose is to share information about the Girl war to the general public and proceeds are used to find ongoing / annually scholar ships at lucal colleges. Proceeds hand also been use to present of military completives. We do have members residing at Southwes We all wal a discort on restal Fee forms small tax exampt or sax in will alcohol be served: YES NO (If yes, please fill out Alcohol Request Form). *Alcohol consumption must be approved the Board of Aldermen
Contact Information
Name of Person/Organization: <u>James R. charmers</u> Camp 1312  Is your organization non profit? YES <u>NO</u> *For profit events must be approved by the Board of Aldermen  Contact Name: <u>LARRY HAWKINS</u>
Address: 5597 FAIR COJE
City: Man PHS State: Tw Zip: 38115
Primary Phone Number: 901-365-0644
Secondary Phone Number:
Email Address: Lh 232g1 be quail. com

### Acknowledgements and Signature

I agree to abide by the applicable policies and procedures for the facility that I intend to rent. I will accept responsibility for any damages or cleaning costs associated with my group. I understand that I will forfeit my deposit if I violate any of the rental policies or procedures that I have been given a copy of.

- *No alcohol is allowed on premises without prior Board of Aldermen approval. Violation of this will result in loss of deposit.
- *No smoking is allowed in any building. Violation of this will result in loss of deposit.
- * No use of candles in any building. Violation of this will result in loss of deposit.
- *No one under the age of 21 year can rent any facility.

I have read and agree to the terms of use. I have also been given a copy of the policy for use of City of Southaven owned buildings and agree to abide by and be bound by this policy.

Name: Karry Hawki - Ner pertry Can P. 131 > SCV Date: March 6, 2014

FOR OFFICE USE ONLY

Rental Fee: Date Paid: Date Paid: Date Paid: Date Received: Date Returned: Date Returned: Employee: Employee:

March 6, 2014

James R. Chalmers Camp 1312

P O Box 11207

Memphis, Tennessee 38111

City of Southaven

Department of Parks and Recreation

3335 Pinetar Alley

Southaven, Mississippi 38672

To: Whom it May Concern

Please find attached our Rental Application for the third weekend in Feb. 2015 for the Southaven Arena, as well as a copy of our recent New Release. We are a small non-profit organization that has conducted 47 shows (used several locations over the years, including the Memphis Convention center, the center in Germantown, and several other locations in Memphis) and proceeds are primarily used to fund scholarships where more than \$25,000 has been awarded over the many years. Because of our small size our funds are very limited and we would need a special rental rate for us to be able to conduct a future show at the Southaven Arena.

We have not seen and cannot find a copy of "Policy for Use of Southaven Owned Buildings."

We thank you for the consideration of our application and we will furnish any information that you request. It is very important that our Show be the third weekend of February. You can contact our representative Larry Hawkins as shown on the bottom of the application

Sincerely,

Langh wold for Larry Hawkins

for James R. Chalmers, Camp 1312

# M.R. Davis Public Library Advisory Board Appointments

### 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: 814 Hackberry Drive, 5837 Steffani Drive, 1822 MS Valley

Boulevard, 3478 Nicholas Lane, to the effect that the said parcel of land has been neglected whereby the grass height is in violation and there exist other unsafe conditions and that the parcel of land in the present condition is deemed to be a menace to the public health and safety of the community.

WHEREAS, pursuant to Section 21-19-11 of the Mississippi Code Annotated (1972), the governing authorities of the City of Southaven, Mississippi, provided the owners of the above described parcel of land with notice of the condition of their respective parcel of land and further provided them with notice of a hearing before the Mayor and Board of Aldermen on Tuesday, July 1, 2014, 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**, **July 1**, **2014**, 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: 814 Hackberry Drive, 5837 Steffani Drive, 1822 MS Valley

Boulevard, 3478 Nicholas Lane is deemed in the existing condition to be a menace to the public health and safety of the community.

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

Following the reading of this Resolution, it w	as introdu	aced by Alderman
and seconded by Alderman	The Resolution was then	
put to a roll call vote and the results were as follows,	to-wit:	
ALDERMAN	VOTED	
Alderman William Brooks		
Alderman Kristian Kelly		
Alderman Shirley Beshears		
Alderman George Payne		
Alderman Joel Gallagher		
Alderman Scott Ferguson		
Alderman Raymond Flores		

The Resolution, having received a majority vote of all Aldermen present, was declared adopted on this, the 1st day of July, 2014.

### CITY OF SOUTHAVEN, MISSISSIPPI

	BY:	DARREN MUSSELWHITE MAYOR
ATTEST:		
SHEILA HEATH CITY CLERK		

(SEAL)

### **WORK AUTHORIZATION NO. 001**

# PRELIMINARY ENGINEERING DESIGN PHASE SERVICES GETWELL ROAD RESURFACING PROJECT - S.R. 302 TO CHURCH ROAD MDOT PROJECT NO. STP-7861-00(005)LPA 106871-701000

In accordance with the General Professional Services Master Agreement between the City of Southaven (City) and Civil Link, LLC (CL) with the effective date of June 13, 2014, this Work Authorization (WA1) describes the services, schedule and payment conditions related to the Preliminary Engineering services provided by CL for the Project described as **GETWELL ROAD RESURFACING PROJECT – S.R. 302 TO CHURCH ROAD**.

### **GENERAL:**

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The Getwell Road Resurfacing Project – S.R. 302 To Church Road (hereafter, "Project") is proposed to be completed utilizing local match (20%) and MDOT STP (80%) funds appropriated for this Project via Federal Highway Administration (FHWA) funding to be obligated for the construction phase activities of the Project pending completion of the Preliminary Engineering services completed by the City of Southaven (hereafter, "Owner") as approved by MDOT. The Project shall be administered according to the Local Public Agency (LPA) guidelines as set forth by the Mississippi Department of Transportation (MDOT).

The Project includes an approximate 2.0 mile section of Getwell Road beginning at the intersection of S.R. 302 (a.k.a. Goodman Road) and continuing in a southerly direction to terminate at the intersection of Church Road. The Project will include the resurfacing of the asphalt pavement and associated improvements such as milling, overlay and traffic striping for the defined Project limits. CL will provide Preliminary Engineering Design services for the Project in accordance with the Scope of Services included herein.

### **SCHEDULE:**

The Project schedule to complete the services described herein shall be in accordance with EXHIBIT A – PRELIMINARY ENGINEERING PROJECT SCHEDULE, which is attached hereto and made part of WA1.

### **PAYMENT CONDITIONS:**

CL shall provide the services described herein for WA1 for a Total Fixed Fee of \$64,500.00. Payment shall be made in accordance the terms set forth in the referenced Professional Services Master Agreement.

### **OWNERSHIP:**

The Contract Documents, including the Proposal Booklet, technical specifications, project drawings, etc., including all electronic data shall be the property of the Owner.

Copies of the referenced data shall be provided to MDOT as required and also shall be maintained by CL for project records.

### **SCOPE OF SERVICES:**

### 1.0 ENGINEERING DESIGN PHASE

1.1 Compile and review any available existing data (i.e. project drawings, geotechnical investigations/reports, utility plans, transportation plans, site plans, etc.) that may be pertinent to establishing the scope of work to be completed for the proposed resurfacing Project.

- 1.2 Confer with the necessary entities to establish project guidelines, constraints, etc. and incorporate same into the review and assessment of related design regulations (City, MDOT, etc.) to establish design criteria for the proposed Project improvements. LPA Forms (LPA-100, LPA-800, ENV-160) shall be completed and submitted to MDOT for review and approval.
- 1.3 Utilize existing utility and design data, established design criteria and project requirements in order to assess the potential impacts, if any, on the completion of the proposed milling, overlay and striping activities as described for the Project.
- 1.4 Utilize existing traffic data, existing transportation plans, established design criteria and project requirements in order to determine the milling and overlay requirements determine the layout of proposed street and intersection improvements included in the Projects.
- 1.5 Utilize existing traffic data, existing transportation plans, established design criteria and project requirements in order to determine the milling and overlay requirements determine the layout of proposed street and intersection improvements included in the Projects.
- 1.6 Create a preliminary layout drawing for each Project location, in plan view, in order to represent the horizontal layout and limits of the proposed improvements for the Project.
- 1.7 Create a Typical section drawing representing the proposed structural and paving improvements for the proposed Project.
- 1.8 Attend, as a representative of the City, an on-site field review meeting with MDOT and other required personnel to assess the condition of the existing Project corridor in order to determine additional Project guidelines that may be necessary to meet all local, state and federal regulations pertaining to LPA and STP projects. Design services for necessary improvements (i.e. structural, geometric, electrical, signalization, drainage or otherwise) required as a result of the field review is not included within the scope of services for CL under this WA1 and all services beyond the limits of the services defined herein shall be considered an Additional Service, if necessary.
- 1.9 Produce Contract Documents and Technical Specifications in accordance with City and other applicable governing agencies (MDOT LPA guidelines) for the proposed improvements and submit to the City and other governing entities as required for final review and approval and in compliance with the necessary MDOT LPA guidelines in order for the Project to be advertised and bid for the procurement of a contractor.
- 1.10 Develop an estimate of probable project costs based on the proposed construction items, materials, quantities, related unit prices and project services required to complete the construction phase activities. The unit prices used to determine the probable construction costs will be based on prices recently submitted for similar projects and construction activities within the area as available. The unit prices may not reflect the actual cost for materials and construction activities at the time that bids are prepared for the Project due to the various factors that affect such prices. Accordingly, CL is not responsible for any differentials in actual cost from cost estimates.
- 1.11 CL will prepare a Scope of Work Proposal Document, including a defined scope of work to be completed during the construction phase of the project, bid proposal documents and technical specifications in accordance with the latest edition of the Mississippi Standard Specifications for Road and Bridge Construction.

- 1.12 The Preliminary Engineering design phase only includes services for proposed improvements located within the Project area as defined within this Agreement and shall only provide the services/data specifically described within the Agreement. This Agreement does not include services for associated transportation improvements outside of the Project area. In addition, this Agreement does not include many design phase services that are typical of traditional design contracts due to the nature of this resurfacing project.
- 1.13 The Preliminary Engineering design phase services do not include boundary, topographic or ROW acquisition survey services. Geotechnical investigations/reports will not be included within the scope of services of this Agreement. The scope of services for the resurfacing Project design phase does not include services related to the production of project drawings/plans that are typically identified as construction plans and the design phase services associated with the production of such project drawings/plans, which includes, but is not limited to, electrical design for signalization; geometric design/relocation of existing streets/intersections, street lighting, or signalization; landscape design; erosion control plans; cross-sections; vertical profiles; drainage design; utility relocation design; utility improvements, etc.
- 1.14 The Scope of Work Proposal Document and Estimate of probable construction cost shall be submitted to the City and MDOT for a Field/Office review submittal for review and comment. Revisions shall be made to the Scope of Work Proposal Document and a Final PS&E package shall be submitted to MDOT for final approval.
- 1.15 CL shall coordinate with the City and MDOT in order to meet the necessary guidelines and regulations in order to facilitate final approval by MDOT in order to have the STP funds obligated for the construction phase of the Project. Upon approval by MDOT, authority to advertise for construction phase services shall be granted by MDOT and the Construction Phase services for the Project shall be initiated.

### 2.0 PERMITTING/APPROVALS

- 2.1 Upon review and approval of the Contract Documents for the Project by the City, CL will assist the City in submitting the necessary permitting and approval information to the applicable governing entities (i.e. MDOT).
- 2.2 Correspondence beyond the initial submittal will be provided by CL as required in order to facilitate the permitting and approval process.
- 2.3 Modifications, revisions, etc. that may be required to the Contract Documents based on the permitting and approval submittals to the applicable entities will be performed by CL in a timely manner to finalize the permitting and approval process.
- 2.4 CL shall assist the City in obtaining the final permits and other documentation for the required approvals.
- 2.5 CL shall prepare and ENV-160 and representative site improvements plan to be submitted to obtain a Categorical Exclusion (CE) approval by MDOT for the Project. Given the nature of the resurfacing project being completed on existing ROW, additional environmental services should not be required and, thus, are not included in the Preliminary Engineering scope of services.

### 3.0 ADDITIONAL SERVICES

- 3.1 Should the Project require services related to the permitting, design, survey, geotechnical, environmental, bidding/contracting and/or construction engineering of the Project, or services related to other potential services that may affect the Project, which are not included within the scope of this Agreement, Additional Services may be provided to the City as necessary and as directed by the City to facilitate the progress of the Project.
- 3.2 The Project area is defined within the Agreement and services defined herein are for the proposed resurfacing improvements within the limits of the Project area. Services related to other infrastructure or improvements located outside of the Project area shall be considered Additional Services.
- 3.3 Attendance and preparation by a registered professional for a condemnation or other court proceedings relating to the acquisition of the proposed right-of-way are not covered under this Agreement and shall be considered as Additional Services.
- 3.4 Permitting/approval efforts beyond the approvals from MDOT required under the LPA guidelines are not included within this Agreement and shall be considered Additional Services.
- 3.5 The scope, schedule, and compensation method for Additional Services shall be negotiated between the City and CL at the time such services may be required and shall only be performed by CL at the written request and approval of the City.

<u>TERMS AND CONDITIONS</u>. The terms and conditions of the Agreement referenced above shall apply to this Work Authorization, except as expressly modified herein.

**ACCEPTANCE** of the terms of this Work Authorization is acknowledged by the following signatures of the Authorized Representatives.

CITY OF SOUTHAVEN, MISSISSIPPI	CIVIL LINK Orw
Signature	Signature
Darren Musselwhite, Mayor	Dan Cordell, Principal
Typed Name/Title	Typed Name/Title
Date of Signature	Date of Signature

# **EXHIBIT A - PRELIMINARY ENGINEERING PROJECT SCHEDULE**

# GETWELL ROAD OVERLAY PROJECT - SR 302 TO CHURCH ROAD PROJECT NO. STP-7861-00(005)LPA 106871-701000 CITY OF SOUTHAVEN, DESOTO COUNTY, MISSISSIPPI

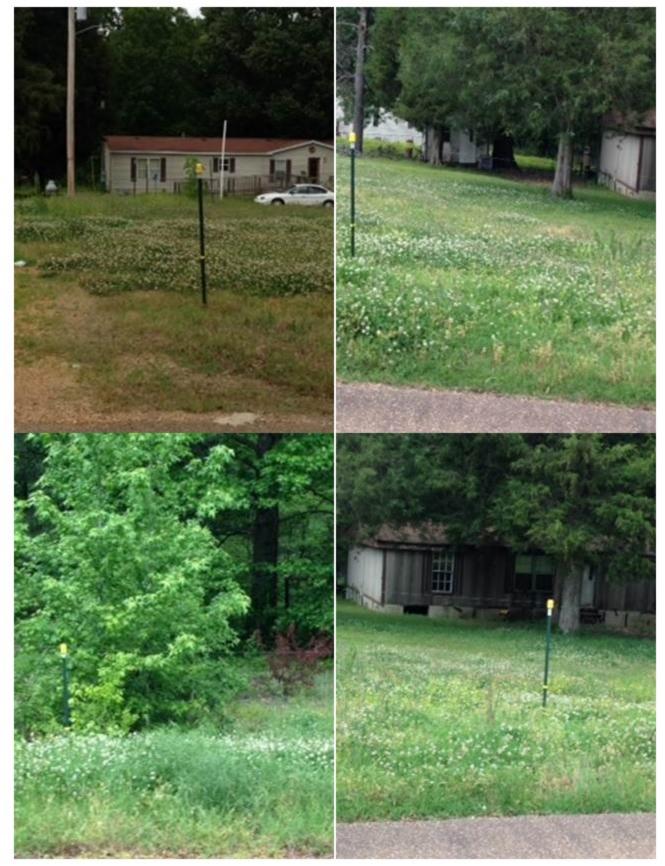
14	13	12	11	10	9	∞	7	6	տ	4	ω	2	Н		NO.					
Board of Aldermen Authority to Advertise	MDOT Authority to Advertise	Final PS&E Approval by MDOT	Final PS&E Submittal	Field/Office Review Meeting	Field/Office Review PS&E Submittal	Env. Approval from MDOT (ENV-160 & CE)	Submittal of Env. Docs (ENV-160 & Site Plan)	Final Approval of LPA forms by MDOT	Submitttal of LPA forms (100 & 700) by City	Preliminary Engineering Design Phase	Preliminary Engineering contract approved by City	MOU Approved & Executed by MDOT	MOU Signed by City & submitted to MDOT		TASK					
														23 - 27	JUNE					
														23 - 27 6/30 - 4						
														7 - 11	JULY					
														14 - 18						
									:	10 (5) 10 (5)				21 - 25						
														28-8/1						
														4-8		2014				
									*					11 - 15	AUG					
														18 - 22	AUGUST					
				- I Morach										25 - 29						
														D J	S					
														8 - 12	SEPTEMBER					
				1	1									15 - 19	ER I					

# 11. Planning Agenda

# 12. Mayor's Report

# 13. Citizen's Agenda

- Danita Chambers,
   Stargate Subdivision Trailer Permit
- Jan Sappington, Senior Citizens Center



### Personnel Docket

July 1, 2014

**Employee Name** 

Department

Payroll Additions	Position	Department	Start Date	Rate of Pay
Austin McKeel	P/T Laborer	Parks and Recreation - 411	June 13, 2014	\$7.25
Jacqueline Thompson	P/T Front Desk	Parks and Recreation - 411	June 13, 2014	\$7.25
Nicole Bay	P/T Front Desk	Parks and Recreation - 411	June 25, 2014	\$7.25
Keegan Jones	Seasonal Laborer	Parks and Recreation - 411	June 30, 2014	\$8.00
Brett Carlvin	Groundskeeper	Park Tournaments - 412	June 30, 2014	\$7.25
Andra Leakes Jr.	Groundskeeper	Park Tournaments - 412	June 30, 2014	\$7.25
Pamela Pyle	Accounts Payable Clerk	City Clerk - 155	July 21, 2014	\$17.50
Payroll Adjustments	Previous Classification	New Classification	Effective Date	Proposed Rate of Pay
Lari Maslar	Utility Billing Clerk	P/T Billing Clerk	June 23, 2014	\$8.50

Action Taken

**Effective Date** 

With/Without Pay

Payroll Deletions	Position	Department	Termination Date	Rate of Pay
Kaylinn Winchell	P/T Front Desk	Parks and Recreation - 411	June 22, 2014	\$7.25

# 15. City Attorney's Legal Update

# FIRST AMENDMENT TO LEASE BETWEEN WILDCATS CHEER AND THE CITY OF SOUTHAVEN

This Amendment is made and entered into this 1st day of July, 2014, by and between The City of Southaven, "City" and Wildcats Cheer "Wildcats."

### WITNESSETH:

WHEREAS, City and Wildcats previously entered a Lease on July 3, 2013 for property located at 3335 Pine Tar Alley, Southaven, Mississippi; and

WHEREAS, parties desire to amend and renew the Lease; and

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. The parties agree to renew the Lease until September 30, 2014 upon the same terms as set forth in the Original Lease on July 3, 2013.

WITNESS OUR SIGNATURES, on this, the 1st day of July, 2014.

CITY OF SOUTHAVEN, MISSISSIPPI
BY:
DARREN MUSSELWHITE MAYOR
WILDCATS CHEER
BY:

## FIRST AMENDMENT TO LEASE BETWEEN SMITH AND BRUMLEY AND THE CITY OF SOUTHAVEN

This Amendment is made and entered into this 1st day of July, 2014, by and between The City of Southaven, "City" and Smith and Brumley, "Smith."

### WITNESSETH:

WHEREAS, City and Smith previously entered a Lease on July 3, 2013 for property located at 3335 Pine Tar Alley, Southaven, Mississippi; and

WHEREAS, parties desire to amend and renew the Lease; and

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. The parties agree to renew the Lease until September 30, 2014 upon the same terms as set forth in the Original Lease on July 3, 2013.

WITNESS OUR SIGNATURES, on this, the 1st day of July, 2014.

т	ADDENI MUCCEI WHITE
	DARREN MUSSELWHITE MAYOR
SMIT	H AND BRUMLEY



engineers

planners

surveyors

environmental scientists

landscape architects

May 2, 2014

Mayor Darren Musselwhite City of Southaven 8710 Northwest Dr. Southaven, MS 38671

Reference:

**AMENDMENT NO. 1 TO** 

PROFFESIONAL ENGINEERING SERVICES AGREEMENT

HURRICANE CREEK SEWER PROJECT

Dear Mayor Musselwhite:

Neel-Schaffer, Inc. is providing Amendment No. 1 to the Letter Agreement for professional engineering consulting services to which final construction contract documents have been completed and construction CE&I services are remaining for the referenced sewer project. The following paragraphs briefly describe the refinement of scope of work associated with the progression from planning phase to final contract document approval phase for each contract:

- 1. Gravity Sewer Main (Pleasant Hill Rd to Hurricane Creek), Phase 1 Construction was completed in December 2013. The construction contract time was increased to allow the contractor time to complete the project. Construction engineering and inspection fees increased accordingly, in order to provide adequate oversight.
- 2. <u>Pump Station and Force Main, Phases 2A&B</u> Construction contract documents received final approval in March and September 2013, respectively, and both phases are in construction. Design modifications included:
  - A. Portions of the force main alignment and the 30" steel encasement installation method under I-269 were re-designed due to conflicts that arose with the I-269 corridor construction projects and time required to acquire the sewer easements.
  - B. A hoist and support frame system was included to assist in the maintenance of the submersible pumps.
- 3. Trinity Lakes and Airways Pump Stations & Sewer Mains and Trinity Lakes WWTF Abandonment, Phase 3 Construction contract documents received final approval in December 2013. Construction phase will begin in May 2014. Sewer mains and the Airways Road Pump Station were re-designed due to location conflicts that arose with the proposed MDOT interchange design at Star Landing Road and I-55. Trinity Lakes WWTF abandonment design and construction work was incorporated into this phase from Phase 5 in order to streamline the project. Sub-consultant fees for design of each of the SCADA communication systems through Gaines, Williams and Associates, Inc. were added. Lastly, land acquisition services for four separate easements were required in order to certify "Clear Site".

- 4. Lester Road Pump Station and Sewer Mains and Legends Wastewater Lagoon Abandonment, Phase 4 Construction contract documents received final approval in February 2014. Bids will be opened on June 5, 2014. Sewer main alignments and connections were re-designed in order to allow for future sewer flow capacity. Legends subdivision wastewater lagoon abandonment design and construction work was incorporated into this phase from Phase 5 in order to streamline the overall project. The sub-consultant fee for design of the SCADA communication system through Gaines, Williams and Associates, Inc. was added, in order to ensure proper integration with the existing Southaven system. Lastly, land acquisition services for four separate easements were required in order to certify "Clear Site".
- 5. <u>Take Waste Water Treatment Plants Off-Line, Phase 5</u> All remaining design work and construction engineering and inspection work was incorporated into Phases 3 and 4, respectively.

The following fee schedule provides a further task order breakdown for each phase:

### Fee Schedule – Amendment No. 1

Planning Phase	Total \$5,863.77*
Task 1 - <u>Gravity Sewer</u> Design and Bidding Phase  Construction Administration and RPR	Total \$ 88,611.43* \$ 16,000 \$ 72,611.43*
Task 2 - Pump Station and Force Main Design and Bidding Phase Construction Administration and RPR	Total \$ 146,561.76* \$ 38,461.76* \$ 108,100
Task 3 - Trinity Lakes and Old Airways Pump Stations and Trinity Lakes WWTF Abandonment Design and Bidding Phase Land Acquisition Services Construction Administration and RPR	Total \$ 137,737.06* \$ 47,629.12* \$ 18,307.94* \$ 71,800.00*
Task 4 – <u>Lester Road Pump Station &amp; Legends</u> <u>Wastewater Lagoon Abandonment</u> Design and Bidding Phase  Land Acquisition Services  Construction Administration and RPR	Total \$ 121,572.43* \$ 71,463.09* \$ 7,059.34* \$ 43,050.00*
Task 5 – Wastewater Treatment Plants Off-Line Design and Bidding Phase Construction Administration and RPR	Total \$ 36,362.61* \$ 36,362.61* \$ 0*

^{*} Denotes values added or changed as a part amendment.



Mayor Darren Musselwhite May 2, 2014 Page 3 of 3

Any modifications to this agreement will be made only through written amendments agreed to by both parties. Please execute both copies of this agreement and return one to our office.

Please advise if you need further information.

Sincerely,

NEEL-SCHAFFER, INC.

Vincent J. Malavasi, P. E. Senior Project Manager

Accepted By:

CITY OF SOUTHAVEN

Mayor Darren Musselwhite

Date



# City of Southaven Docket of Claims



### Warrant #: C-060714 & W-070114

City of Southaven Claims Docket Warrant #: C-060714 & W-070114 Page 1 of 35

Invoice #	Check#	Voucher #	Vendor #	Vendor Name	Invoice Description	Invoice Amnt
36615	0	222760	424	A TO Z ADVERTISING	A. MUELLER 2014 ALLOT	\$183.88
36971	0	222283	424	A TO Z ADVERTISING	FIRE ACADEMY KIDS SHIRTS	\$830.86
36872	0	222769	424	A TO Z ADVERTISING	LANYARDS FOR P R	\$304.18
36871	0	222767	424	A TO Z ADVERTISING	P R MATERIALS	\$350.86
36970	0	222320	424	A TO Z ADVERTISING	stylus pens	\$217.71
36866	0	222768	424	A TO Z ADVERTISING	USB CHARGERS - P R	\$424.82
43870	0	222286	21	A-1 FIRE PROTECTION	DRY CHEMICAL FOR EXTINGUISHER	\$474.50
11361	0	222948	23	A-1 SEPTIC TANK SERV	SHETLAND GARDENS	\$3,990.00
11362	0	222949	23	A-1 SEPTIC TANK SERV	SHETLAND GARDENS	\$3,990.00
36320	0	222405	16177	A2H, INC	MEMA/FEMA COMMUNITY SHELTER	\$21,355.43
061514	0	222435	10184	ACKERMAN JOHNNY	BASEBALL	\$333.00
062314	0	222603	10184	ACKERMAN JOHNNY	REC. BASEBALL	\$227.50
061614	0	222697	10467	AGUILAR TOMAS	MASRO CONF - BILOXI, MS - PER DIEM	\$205.00
77916	0	222262	12439	ALARMTEC SYSTEMS	ALARM MAINT. AT LIBRARY	\$795.76
151056-1454	0	222227	7361	AMERICAN PLANNING A	PROFESSIONAL LICENSING	\$470.00
029590	0	222178	20462	AMTEC LESS LETHAL SY	SIMUNITION	\$3,042.00

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Invoice #	Check#	Voucher #	Vendor#	Vendor Name	Invoice Description	Invoice Amnt
20462	0	222930	20462	AMTEC LESS LETHAL SY	SIMUNITION ROUND/CLIPPED	\$3,314.00
061514	0	222436	14489	ANDERSON GREGORY	BASEBALL	\$311.00
061114	0	222771	21907	ANDERSON TRENTIN JOS	CASH BOND REFUND	\$284.00
9003336413	0	222684	17049	ANIMAL HEALTH INTERN	PROF. SERVICES	\$25.15
9003336501	0	222683	17049	ANIMAL HEALTH INTERN	PROF. SERVICES	\$390.52
581-5042771	0	222270	156	ARAMARK UNIFORM SERV	RUBBER MATS FOR CITY HALL	\$228.56
581-5039469	0	222403	156	ARAMARK UNIFORM SERV	RUBBER MATS FOR CITY HALL	\$228.56
581-5042770	0	222385	156	ARAMARK UNIFORM SERV	RUBBER MATS FOR COURT	\$108.21
581-5039468	0	222409	156	ARAMARK UNIFORM SERV	RUBBER MATS FOR COURT	\$108.21
1414201406	0	222886	17546	ARISTA	POSTAGE FOR WATER BILL	\$4,955.51
17153	0	222887	17546	ARISTA	PRINTING WATER BILL 061414	\$2,529.78
393500560614	118950	222224	13136	AT&T	PHONE SERVICE - PERFORMING ARTS CTR	\$480.61
287251660714	0	222906	1167	AT&T MOBILITY	SCADA DATA CARD & DIR CELL PHONE	\$145.71
6889-9FY14	0	222078	1145	ATMOS ENERGY	8691 NORTHWEST DR	\$186.62
185441	0	222265	1145	ATMOS ENERGY	GAS SERVICES	\$897.50
062214	0	222639	17519	AUSTIN KIMBERLY	SCOREKEEPER	\$40.00
062214B	0	222640	10289	AUSTIN LEE	SCOREKEEPER	\$100.00
062214	0	222503	10289	AUSTIN LEE	SOFTBALL	\$195.00
062314B	0	222588	10289	AUSTIN LEE	SOFTBALL UMPIRES	\$37.50
59542	0	222946	19589	BAKER SERVICES	METER READING - MAY 2014	\$15,813.88
062214	0	222504	9854	BARNETT PHILIP	SOFTBALL	\$97.50
062214	0	222641	16045	BARTLEY COURTNEY	SCOREKEEPER	\$282.00

Invoice #	Check#	Voucher #	Vendor #	<u>Vendor Name</u>	Invoice Description	Invoice Amnt
374-254852	0	222763	13650	BATTERIES PLUS	9 VOLT BATTERIES	\$43.89
374-251208	0	222295	13650	BATTERIES PLUS	BATTERIES FOR BATTERY BACK UP	\$84.95
374-254719	0	222865	13650	BATTERIES PLUS	LAPTOP BATTERY SFD	\$89.99
374-254851	0	222764	13650	BATTERIES PLUS	MISC. BATTERIES	\$434.87
061514	0	222437	9480	BAXTER ED	BASEBALL	\$481.00
062214	0	222505	9480	BAXTER ED	SOFTBALL	\$422.50
062214	0	222642	21795	BEASLEY MADISON	SCOREKEEPER	\$50.00
061514	0	222438	18711	BENBOW RAYMOND	BASEBALL	\$70.00
061814	118941	222218	20342	BESHEARS SHIRLEY	MILEAGE TO BILOXI FOR 2014 MML CONF	\$403.20
158852	0	222903	268	BEST CHANCE JANITOR	TOWELS	\$512.20
2020119	0	222935	17201	BEST-WADE PETROLEUM	FUEL FOR PUBLIC WORKS (PEPPERC	\$16,885.80
2020793	0	222261	17201	BEST-WADE PETROLEUM	MATERIALS FOR SHOP	\$576.46
127727	0	222091	585	BETTER MARKETING KON	PAPER PRODUCTS FOR CITY HALL	\$1,160.25
128109	0	222317	585	BETTER MARKETING KON	PAPER PRODUCTS FOR STATIONS	\$1,343.25
15442	0	222932	407	BILL FOWLER'S BODYWO	UNIT #3073 - ACCIDENT REPAIRS	\$5,233.83
15453	0	222931	407	BILL FOWLER'S BODYWO	UNIT #3102	\$5,070.89
15448	0	222919	407	BILL FOWLER'S BODYWO	UNIT #3121 SGT. B. HODGE	\$5,049.87
434	0	222272	14377	BISHOP TONY H.	FORENSIC ENGINEERING INVESTIGATION	\$600.00
061514	0	222439	16175	BLACK DAVID	BASEBALL	\$142.00
3407	0	222574	20065	BLC OF MS LLC	1118/ BRANDYWINE DR	\$84.00
3421	0	222560	20065	BLC OF MS LLC	1142 PARKVIEW CIR	\$84.00
3428	0	222553	20065	BLC OF MS LLC	1365 JO ANN DR	\$84.00

Invoice #	Check#	Voucher #	Vendor #	<u>Vendor Name</u>	Invoice Description	Invoice Amnt
3427	0	222554	20065	BLC OF MS LLC	1395 JEWEL DR	\$84.00
3442	0	222539	20065	BLC OF MS LLC	1410 ASHLEY CV	\$84.00
3412	0	222569	20065	BLC OF MS LLC	1619 STATELINE RD	\$84.00
3398	0	222585	20065	BLC OF MS LLC	1676 CUSTER	\$84.00
3420	0	222561	20065	BLC OF MS LLC	1708 CHERRY CREEK DR	\$84.00
3396	0	222583	20065	BLC OF MS LLC	1759 NORTHFIELD	\$84.00
3424	0	222557	20065	BLC OF MS LLC	1839 ROY DR	\$84.00
3417	0	222564	20065	BLC OF MS LLC	1883 CRECENT LN	\$84.00
3419	0	222562	20065	BLC OF MS LLC	1935 CRESCENT LN	\$84.00
3395	0	222582	20065	BLC OF MS LLC	2010 COLONIAL HILL DR	\$84.00
3429	0	222552	20065	BLC OF MS LLC	2233 HEATHER RIDGE	\$84.00
3400	0	222587	20065	BLC OF MS LLC	2273 ASHLAND DR	\$84.00
3430	0	222551	20065	BLC OF MS LLC	2275 ANSLEY PARK LN N	\$84.00
3394	0	222581	20065	BLC OF MS LLC	2297 CARROLTON	\$84.00
3402	0	222533	20065	BLC OF MS LLC	2306 NATCHEZ	\$84.00
3431	0	222550	20065	BLC OF MS LLC	2507 GREENCLIFF DR	\$84.00
3440	0	222541	20065	BLC OF MS LLC	2880 MALABAR PL	\$84.00
3441	0	222540	20065	BLC OF MS LLC	2900 HUNTLEY CIR	\$84.00
3434	0	222547	20065	BLC OF MS LLC	3260 PLUM POINT DR	\$84.00
3438	0	222543	20065	BLC OF MS LLC	3393 JACOB LN	\$84.00
3439	0	222542	20065	BLC OF MS LLC	3478 NICHOLAS LN	\$84.00
3436	0	222545	20065	BLC OF MS LLC	3769 NAIL RD	\$168.00

Invoice #	Check#	Voucher #	Vendor#	Vendor Name	Invoice Description	Invoice Amnt
3410	0	222571	20065	BLC OF MS LLC	380 STATELINE	\$84.00
3408	0	222573	20065	BLC OF MS LLC	392 HILLBROOK DR	\$84.00
3437	0	222544	20065	BLC OF MS LLC	5647 KUYKENDALL DR	\$84.00
3443	0	222538	20065	BLC OF MS LLC	5820 WESTMINISTER	\$84.00
3435	0	222546	20065	BLC OF MS LLC	6165 MALONE RD	\$168.00
3413	0	222568	20065	BLC OF MS LLC	681 GOODMAN RD	\$84.00
3416	0	222565	20065	BLC OF MS LLC	718 CHARTER OAK DR	\$84.00
3422	0	222559	20065	BLC OF MS LLC	7395 BRIDLE CV	\$84.00
3404	0	222577	20065	BLC OF MS LLC	7594 CHERRY VALLEY BLVD	\$84.00
3414	0	222567	20065	BLC OF MS LLC	7660 BROOKWOOD PL	\$84.00
3399	0	222586	20065	BLC OF MS LLC	7667 SOUTHAVEN CIR W	\$84.00
3423	0	222558	20065	BLC OF MS LLC	7786 PARKVIEW CIR E	\$84.00
3433	0	222548	20065	BLC OF MS LLC	7989 MALONE RD	\$168.00
3409	0	222572	20065	BLC OF MS LLC	8105 MARTHA ANN LN	\$84.00
3403	0	222578	20065	BLC OF MS LLC	8125 CHARLESTON	\$84.00
3415	0	222566	20065	BLC OF MS LLC	8137 LONG BRANCH DR	\$84.00
3426	0	222555	20065	BLC OF MS LLC	8140 MARTIN DR	\$84.00
3425	0	222556	20065	BLC OF MS LLC	8140 MARTIN DR	\$84.00
3397	0	222584	20065	BLC OF MS LLC	8175 WHITEHEAD DR	\$84.00
3418	0	222563	20065	BLC OF MS LLC	8294 GRAYCE DR	\$84.00
3432	0	222549	20065	BLC OF MS LLC	8295 BLUE RIDGE DR	\$84.00
3411	0	222570	20065	BLC OF MS LLC	830 PINESTONE PL	\$84.00

City of Southaven Claims Docket Warrant #: C-060714 & W-070114

Invoice #	Check#	Voucher #	Vendor #	Vendor Name	Invoice Description	<b>Invoice Amnt</b>
3401	0	222532	20065	BLC OF MS LLC	8314 WHITEHEAED DR	\$84.00
3405	0	222576	20065	BLC OF MS LLC	8740 WHITWORTH	\$84.00
3406	0	222575	20065	BLC OF MS LLC	8754 YORKTOWN	\$84.00
3392	0	222579	20065	BLC OF MS LLC	8925 BENT GRASS LOOP	\$84.00
3393	0	222580	20065	BLC OF MS LLC	9181 TRIPLE CROWN LOOP W	\$84.00
3448	0	222958	20065	BLC OF MS LLC	CUT TRAINING CTR.	\$925.00
3446	0	222535	20065	BLC OF MS LLC	MDOT & NORTHWEST DR	\$416.00
3444	0	222537	20065	BLC OF MS LLC	MDOT CHURCH RD & I-55	\$4,154.00
3445	0	222536	20065	BLC OF MS LLC	MDOT GOODMAN RD AND 155 EXIT	\$5,020.00
3447	0	222534	20065	BLC OF MS LLC	MDOT STATELINE AND I-55	\$1,328.00
3347	118951	222226	20065	BLC OF MS LLC	5/21/14 TO 6/10/2014 DITCH WOR	\$20,580.00
3332	118951	222225	20065	BLC OF MS LLC	MDOT - GOODMAN RD INTERCHANGE	\$5,122.00
ME371082-01	0	222778	1091	BLUFF CITY ELECTRONI	PARTS FOR COMMAND TRAILER CAMERA	\$87.33
062314B	0	222589	21373	BOBO NATHAN	SOFTBALL UMPIRE	\$35.00
061514	0	222440	18938	BOLER JOEY	BASEBALL	\$289.00
061514	0	222441	1043	BOSLEY, JEFF	BASEBALL	\$224.00
81435056	0	222186	582	BOUND TREE MEDICAL	MEDICAL SUPPLIES	\$1,072.15
71454271	0	222291	582	BOUND TREE MEDICAL	IV WARMERS	\$2,019.24
81459762	0	222951	582	BOUND TREE MEDICAL	MEDICAL SUPPLIES	\$277.60
062214	0	222506	19951	BOYLAN GLENN	SOFTBALL	\$455.00
062214	0	222507	18755	BOYLAN JESSIE LEE	SOFTBALL	\$260.00
062314B	0	222590	18755	BOYLAN JESSIE LEE	SOFTBALL UMPIRE	\$77.50

Invoice #	Check#	Voucher #	Vendor#	Vendor Name	Invoice Description	Invoice Amnt
062214	0	222663	16464	BRANDON SEALS	SCOREKEEPER	\$100.00
061514	0	222442	21695	BRITT WILLIAM	BASEBALL	\$218.00
062314	0	222604	21695	BRITT WILLIAM	REC. BASEBALL	\$27.50
061814	118942	222216	15273	BROOKS WILLIAM	MILEAGE TO BILOXI FOR 2014 MML CONF.	\$403.20
5805664	0	222232	663	BULLFROG AMOCO	MATERIALS FOR EQUIPMENT	\$38.00
5136087	0	222305	663	BULLFROG AMOCO	MATERIALS FOR EQUIPMENT	\$80.00
12486801	0	222819	1056	BWI MEMPHIS	ATHLETIC MARKER	\$332.20
APP5-2	0	222402	19091	C. B. DEVELOPERS, IN	PLUM POINT SEWER PROJECT	\$5,985.52
1814	0	222867	21019	CAIN LINDA A	LINE DANCE CLASS	\$60.00
062214	0	222643	21343	CARDELLI KELLY	SCOREKEEPER	\$70.00
30126298	0	222183	5430	CASCADE ENGINEERING	ORDER OF GREEN & PINK GARBAGE	\$26,753.08
061514	0	222443	16900	CAYGLE CRAIG	BASEBALL	\$139.00
MC39468	0	222802	739	CDW GOVERNMENT INC	16 EXTERNAL DRIVES FOR STOCK	\$1,122.24
LZ58445	0	222805	739	CDW GOVERNMENT INC	2 TABLETS FOR SPD	\$1,932.36
LZ49108	0	222804	739	CDW GOVERNMENT INC	MEMORY	\$180.70
MC46252	0	222803	739	CDW GOVERNMENT INC	TREND MICRO ANNUAL RENEWAL	\$3,776.00
062214	0	222644	21892	CEIDE DYLAN	SCOREKEEPER	\$30.00
060614	0	222293	18218	CENTER FOR EDUCATION	ED LAW BOOK	\$159.00
32668	0	222342	16158	CENTRAL BATTERY	MATERIALS FOR SHOP	\$150.00
32665	0	222366	16158	CENTRAL BATTERY	MATERIALS FOR SHOP	\$150.00
300096130614	0	222877	1234	CENTURYLINK	PHONE SERVICES - SNOWDEN GROVE MESSAGE BOARD	\$46.03
061014	0	222875	1234	CENTURYLINK	PHONE SERVICES - SNOWDEN HOUSE	\$120.23

City of Southaven Claims Docket Warrant #: C-060714 & W-070114

Invoice #	Check#	Voucher #	Vendor #	Vendor Name	Invoice Description	Invoice Amnt
061514	0	222444	8913	CLABO DARIEN	BASEBALL	\$273.00
062214	0	222645	21350	CLARK RYNE	SCOREKEEPER	\$40.00
061514	0	222445	18757	CLAYTON DONNIE	BASEBALL	\$363.00
062314	0	222605	18757	CLAYTON DONNIE	REC BASEBALL	\$22.50
061514	0	222446	10287	CLYNES DENNIS	BASEBALL	\$321.00
062314B	0	222591	10287	CLYNES DENNIS	SOFTBALL UMPIRE	\$67.50
1068656002	0	222163	630	COCA-COLA ENTERPRISE	COKE FOR RESELL	\$2,590.56
105867	0	222168	630	COCA-COLA ENTERPRISE	COKES FOR RESELL	\$7,187.04
1058674102	0	222162	630	COCA-COLA ENTERPRISE	COKES FOR RESELL	\$7,774.80
1048756006	0	222941	630	COCA-COLA ENTERPRISE	COKE FOR RESELL	\$7,479.36
1058727810	0	222942	630	COCA-COLA ENTERPRISE	COKES FOR RESELL	\$6,753.60
061514	0	222447	6659	COLEMAN EDWARD A	BASEBALL	\$161.00
203296	0	222728	543	COMSERV SERVICES	3091-SWAPPED RADIO	\$42.50
206189	0	222729	543	COMSERV SERVICES	3095-RADIO SWAP	\$42.50
204567	0	222730	543	COMSERV SERVICES	SPEED TRAILER - BOARD, LED LIGHTS	\$1,135.50
206151	0	222731	543	COMSERV SERVICES	TAURUS - FED. SIGNAL KIT	\$1,105.00
9534	0	222335	5606	CONTROLLED SYSTEM CO	CIVIC CTR LIT STATION	\$371.70
061514	0	222448	2751	COOK GEORGE	BASEBALL	\$285.00
062314	0	222606	2751	COOK GEORGE	REC. BASEBALL	\$67.50
220554	0	222913	3554	CORNERSTONE LAB	TRINITY LAKES WWTP	\$95.00
18301	0	222950	836	COUNTRY FORD INC	2014 FORD POLICE INTERCEPTORS	\$166,109.00
292088	0	222721	836	COUNTRY FORD INC	2271-A/C REPAIRS	\$561.25

Invoice #	Check#	Voucher #	<u>Vendor #</u>	<u>Vendor Name</u>	Invoice Description	Invoice Amnt
292429	0	222722	836	COUNTRY FORD INC	3003-A/C BLOWER SWITCH	\$257.98
292122	0	222312	836	COUNTRY FORD INC	3005-REGULATOR, BLADES, A/C HOSE	\$1,099.22
292382	0	222725	836	COUNTRY FORD INC	3008- O/C	\$43.21
292701	0	222709	836	COUNTRY FORD INC	3060-ALTERNATOR, PADS, ROTORS, TRANSMISSION	\$1,607.96
292419	0	222724	836	COUNTRY FORD INC	3060-O/C	\$43.21
292529	0	222723	836	COUNTRY FORD INC	3075-COIL, FUEL FILTER	\$385.87
292234	0	222726	836	COUNTRY FORD INC	3081-AXLE BEARING AND SEAL	\$733.69
292239	0	222396	836	COUNTRY FORD INC	OIL CHANGE - TRUCK 869	\$142.80
291598C	0	222313	836	COUNTRY FORD INC	REPLACED BLENDOOR ACTUATOR	\$1,040.82
292762	0	222708	836	COUNTRY FORD INC	VIN 7943-A/C REPAIR	\$412.80
061814	0	222961	1339	CREDIT CARD CENTER	TRAVEL FOR OFFICERS, MISC S. HEATH	\$2,745.22
25-400122	0	222831	18557	CUBE ICE INC.	ICE FOR CONCESSION S	\$567.00
4709038.0	0	222264	14139	CUMBERLAND	MATERIALS FOR FM	\$188.64
1515	0	222369	12576	D&J'S CLEANING SERVI	CLEANING OF PAC	\$100.00
1514	0	222370	12576	D&J'S CLEANING SERVI	CLEANING OF PAC	\$150.00
1513	0	222371	12576	D&J'S CLEANING SERVI	CLEANING OF PUBLIC WORKS	\$225.00
1516	0	222355	12576	D&J'S CLEANING SERVI	CLEANING OF PUBLIC WORKS DEPT	\$225.00
062214	0	222508	14960	DAHLKE JERRY	SOFTBALL	\$390.00
14-7997	0	222360	10376	DAKOTA CORP	ROOF REPAIR	\$225.00
061314	0	222280	20759	DAMARE MARY LYNN	SPECIAL JUDGE	\$400.00
061114	0	222395	20759	DAMARE MARY LYNN	SPECIAL JUDGE	\$400.00
062314B	0	222592	11755	DAVIS BROOKE	SOFTBALL UMPIRE	\$225.00

Invoice #	Check#	Voucher #	Vendor #	Vendor Name	Invoice Description	Invoice Amnt
061514	0	222449	16709	DAVIS DANIEL	BASEBALL	\$66.00
062314	0	222607	16709	DAVIS DANIEL	REC. BASEBALL	\$122.50
062314	0	222608	19952	DAWS KEN C	REC. BASEBALL	\$97.50
062314	0	222609	21366	DEAN JESSE CALVIN	REC. BASEBALL	\$180.00
XJF2M2X15	0	222934	342	DELL MARKETING LP	3 DELL 9020 COMPUTERS FOR SFD	\$2,937.63
XJDTPNC47	0	222788	342	DELL MARKETING LP	EMS COORDINATOR LAPTOP	\$944.12
XJDTX1765	0	222789	342	DELL MARKETING LP	LAPTOP PLANNING DIRECTOR	\$944.12
XJDTPN1C4	0	222792	342	DELL MARKETING LP	OFFICE 2013 FOR EMS	\$242.79
XJDTP4WN8	0	222791	342	DELL MARKETING LP	OFFICE 2013 FOR PAC	\$242.79
SJF3JTC19	0	222835	342	DELL MARKETING LP	OFFICE 2013 FOR SFD	\$242.79
XJDTPN1X7	0	222790	342	DELL MARKETING LP	OFFICE 2013 FOR WHITNEY LAPTOP	\$242.79
XJDW38972	0	222786	342	DELL MARKETING LP	PAC COMPUTER	\$979.21
XJDTXC2P1	0	222793	342	DELL MARKETING LP	SPEAKERS FOR PAC	\$12.59
XJF281DJ5	0	222787	342	DELL MARKETING LP	WINDOWS LICENSES	\$1,829.10
026321	0	222306	7174	DENNIS WRIGHT & SON	PLUMBING SERVICE	\$168.00
026316	0	222810	7174	DENNIS WRIGHT & SON	REPAIRED SNOWDEN BALLFIELD MAIN PAVILION	\$300.16
062414E	0	222800	2352	DEPARTMENT OF REVENU	TAG & MAIL FEE - 1FAHP2MK1EG185363	\$12.00
062614	0	222795	2352	DEPARTMENT OF REVENU	TAG & MAIL FEE - 1FAHP2MK3EG178599	\$12.00
062414F	0	222801	2352	DEPARTMENT OF REVENU	TAG & MAIL FEE - 1FAHP2MK3EG185364	\$12.00
062414	0	222796	2352	DEPARTMENT OF REVENU	TAG & MAIL FEE - 1FAHP2MK6EG185360	\$12.00
062414C	0	222798	2352	DEPARTMENT OF REVENU	TAG & MAIL FEE - 1FAHP2MK8EG185361	\$12.00
062414D	0	222799	2352	DEPARTMENT OF REVENU	TAG & MAIL FEE - 1FAHP2MKXEG185362	\$12.00

Invoice #	Check#	Voucher #	Vendor#	Vendor Name	Invoice Description	Invoice Amnt
062414B	0	222797	2352	DEPARTMENT OF REVENU	TAG & MAIL FEE - 1FM5K8AR8EGC49538	\$12.00
061814	0	222808	2352	DEPARTMENT OF REVENU	UTILITY TRAILER TAGS	\$12.00
638713	0	222846	665	DESOTO COUNTY COOPER	MSMA DEMETRIC	\$417.50
1792	0	222937	497	DESOTO COUNTY ELECTR	TRAFFIC SIGNAL AT TCHULAHOMA A	\$48,658.00
1860	0	222929	497	DESOTO COUNTY ELECTR	TRAFFIC SIGNAL INSTALL TCHULAH	\$12,682.00
061014	0	222384	4646	DESOTO COUNTY REGION	COLLECTED SEWER FEE	\$15,550.00
070114	0	222412	6682	DESOTO FAMILY THEATR	MONTHLY CONTRIBUTION - JULY 2014	\$4,166.66
061914	0	222876	1185	DESOTO TIMES-TRIBUNE	GB PARK IMPROVEMENT	\$66.60
061114	0	222780	21906	DIAZ-RENTERIA RUTH C	CASH BOND REFUND	\$409.00
M2854	0	222883	20454	DIRECTFX	BUSINESS CARDS	\$130.00
M2823	0	222756	20454	DIRECTFX	BYNUM, BEN - TRAFFIC CARDS	\$56.00
51386	0	222829	7947	DOMINO'S PIZZA	PIZZA FOR RESELL	\$621.00
14CL0001648	0	222752	1390	DPS CRIME LAB	ANALYTICAL FEES	\$1,200.00
062214	0	222509	12331	DUBOISE DALE	SOFTBALL	\$357.50
061514	0	222450	14597	DUNCAN CATHY C	BASEBALL	\$343.00
062214	0	222510	14597	DUNCAN CATHY C	SOFTBALL	\$455.00
061514	0	222451	10752	EASLEY JEREMY	BASEBALL	\$150.00
93377153	0	222823	16484	ECOLAB EQUIPMENT	REPAIR FREEZER AT SNOWDEN	\$581.55
061514	0	222452	14906	EDGE JEFFREY	BASEBALL	\$340.00
410686	0	222282	17659	EEP	AIR HOSE E-4	\$47.64
410656	0	222273	17659	EEP	E-3 RADIATOR	\$39.81
410685	0	222281	17659	EEP	HOLMATRO MOUNT	\$496.00

Invoice #	Chook#	Vouchar #	Vandar #	Vandar Nama	Invoice Description	Invoice Amet
Invoice #	Check#	Voucher #	Vendor #	Vendor Name	Invoice Description	Invoice Amnt
8657	0	222255	13181	ELDRIDGE SERVICES	HVAC SERVICES	\$255.00
A210456	0	222782	14581	ELECTRONIC VAULTING	OFF SITE STORAGE	\$2,400.00
75177A	0	222176	12869	ELITE K-9 INC	VAULT FOR K9 TAHOE	\$2,557.83
2230-9FY14	0	222420	966	ENTERGY	453 AIRPORT INDUSTRIAL DR	\$262.78
5784-9FY14	0	222423	966	ENTERGY	7532 SOUTHCREST PKWY	\$39.41
5719-9FY14	0	222418	966	ENTERGY	7655 AIRWAYS BLVD	\$50.40
5074-9FY14	0	222421	966	ENTERGY	805 RASCO RD	\$41.97
2346-9FY14	0	222413	966	ENTERGY	8355 AIRWAYS BLVD	\$33.24
4040-9FY14	0	222416	966	ENTERGY	8683 AIRWAYS BLVD	\$26.94
1992-8FY14	0	222254	966	ENTERGY	8700 NORTHWEST DR	\$5,474.23
1573-8FY14	0	222251	966	ENTERGY	8710 NORTHWEST DR	\$35.17
8049-8FY14	0	222250	966	ENTERGY	8770 NORTHWEST DR	\$164.94
0586-8FY14	0	222253	966	ENTERGY	8889 NORTHWEST DR	\$75.80
4111-8FY14	0	222252	966	ENTERGY	8889 NORTHWEST DR	\$1,451.96
1956-9FY14	0	222414	966	ENTERGY	BROOKHAVEN HWY 51	\$81.85
6056-9FY14	0	222425	966	ENTERGY	HAMILTON	\$214.48
4584-9FY14	0	222426	966	ENTERGY	HAMILTON & STATELINE RD	\$30.34
1998-9FY14	0	222417	966	ENTERGY	MISS VALLEY BLVD	\$65.91
2038-9FY14	0	222415	966	ENTERGY	RASCO RD HWY 51	\$63.08
4756-9FY14	0	222419	966	ENTERGY	SOUTH CIR NORTHFIELD	\$7.33
1964-9FY14	0	222424	966	ENTERGY	ST LINE HWY 51	\$79.56
1972-9FY14	0	222422	966	ENTERGY	STATELINE RD 155	\$61.37

Invoice #	Check#	Voucher #	Vendor #	Vendor Name	Invoice Description	<b>Invoice Amnt</b>
9401175080	0	222359	13901	ERGON	243.10	\$243.10
061514	0	222453	18658	EVANS CLIFF	BASEBALL	\$246.00
110265	0	22100	4781	FAMILY MEDICAL CLINI	SCREENINGS	\$885.00
061814	118943	222215	4529	FAULKNER KRISTI	MILEAGE TO BILOXI FOR 2014 MML CONF.	\$403.20
2-682-74116	0	222836	1137	FEDEX	SHIPPING TO RETURN HDD.	\$23.16
061514	0	222454	8255	FENNELL CHUCK	BASEBALL	\$400.00
061514	0	222455	1064	FERGUSON BRIAN	BASEBALL	\$139.00
061814	118944	222221	20344	FERGUSON SCOTT	MILEAGE TO BILOXI FOR 2014 MML CONF	\$403.20
26571	43320	222194	2241	FIRST SECURITY BANK	G/O BONDS SERIES 2008 ISSUE #498	\$227,883.42
061814	118945	222222	20345	FLORES RAYMOND	MILEAGE TO BILOXI FOR 2014 MML CONF	\$403.20
258976	0	222288	466	FOREMOST PROMOTIONS	PR MATERIALS	\$853.51
062214	0	222646	21340	FREEMAN KACIE	SCOREKEEPER	\$48.00
106685	0	222820	21902	FROM THE HEART ENTER	NECKLACES, BRACELETS, TOWER DISPLAY	\$446.46
NP41491224	0	222276	6919	FUELMAN	FUEL CARDS	\$86.54
NP41530148	0	222774	6919	FUELMAN	FUEL CARDS	\$212.39
NP41491200	0	222921	6919	FUELMAN	FUEL FOR SPD	\$8,052.80
NP41530124	0	222717	6919	FUELMAN	FUEL FOR SPD	\$9,263.51
6540832	0	222299	1130	G & C SUPPLY CO	MATERIALS FOR SHOP	\$117.00
6541797	0	222247	1130	G & C SUPPLY CO	MATERIALS FOR SHOP	\$329.50
6540831	0	222298	1130	G & C SUPPLY CO	MATERIALS FOR SHOP	\$416.00
061514	0	222456	6904	GABBERT SCOTT	BASEBALL	\$92.00
061814	118946	222220	20343	GALLAGHER JOEL	MILEAGE TO BILOXI FOR 2014 MML CONF	\$403.20

Invoice #	Check#	Voucher #	Vendor #	Vendor Name	Invoice Description	Invoice Amnt
060414	0	222179	21894	GAMEFACE	DIZZY DEAN BASEBALL CAPS	\$4,049.27
061514	0	222457	14003	GAMMELL GARY D	BASEBALL	\$96.00
1102340030	0	222858	494	GATEWAY TIRE & SERVI	4 DEESTONE TURF	\$56.37
1102303811	0	222864	494	GATEWAY TIRE & SERVI	OIL CHANGE TO 2010 FORD RANGER	\$34.95
1102298241	0	222862	494	GATEWAY TIRE & SERVI	TIRES	\$63.33
1102252972	0	222863	494	GATEWAY TIRE & SERVI	TIRES	\$205.92
061514	0	222458	19961	GEESLIN DALE	BASEBALL	\$335.00
062214	0	222511	19961	GEESLIN DALE	SOFTBALL	\$260.00
061614	0	222832	9669	GIBSON PROPANE	AMT. OWED ON 2 PREV. INV.	\$1,378.28
062214	0	222647	10612	GILBERT CALEB	SCOREKEEPER	\$370.00
40521327	0	222311	19912	GOODYEAR TIRE	TIRES	\$709.64
40531899	0	222933	19912	GOODYEAR TIRE	TIRES - STATE CONTRACT	\$2,901.54
062314	0	222611	21370	GORE JAMES HUNTER	REC. BASEBALL	\$135.00
9461978679	0	222328	457	GRAINGER	MATERIALS	\$1,269.77
9461744832	0	222329	457	GRAINGER	SCREWDRIVER SET	\$108.52
117399336	0	222338	216	GRASSLAND IRRIGATION	AMPHITHEATRE	\$800.00
73	0	222689	10622	GREEN KING SPRAY SER	LEGENDS LAGOON	\$225.00
72	0	222690	10622	GREEN KING SPRAY SER	SAUCIER PARK POND	\$405.00
71	0	222959	10622	GREEN KING SPRAY SER	SPRAY CONTRACT OVERALL CITY	\$24,500.00
062214	0	222512	21796	GREGORY ROBERT LEN	SOFTBALL	\$260.00
061514	0	222459	1068	GUNN, DEWAYNE	BASEBALL	\$334.00
062314	0	222612	1068	GUNN, DEWAYNE	REC. BASEBALL	\$100.00

Invoice #	Check#	Voucher #	Vendor#	Vendor Name	Invoice Description	Invoice Amnt
63832	0	222348	12921	H & H FILTERS MFG	FILTER SERVICES	\$928.50
061514	0	222460	3031	HABERSTROH CHASE	BASEBALL	\$182.00
062214	0	222513	6776	HAMM SAMUEL KEITH	SOFTBALL	\$1,162.50
062314B	0	222593	6776	HAMM SAMUEL KEITH	SOFTBALL UMPIRE	\$192.50
26628	43326	222750	13790	HANCOCK BANK	G/O BONDS SERIES 2007 SOUTHCTGO07	\$359,421.88
405220744	0	222159	3538	HARDIN'S SYSCO	SYSCO FOODS FOR RESELL AT CONC	\$8,356.43
406079014	0	222821	3538	HARDIN'S SYSCO	FOAM CUPS	\$221.70
406121360	0	222939	3538	HARDIN'S SYSCO	FOOD FOR RESELL	\$7,045.30
405290553	0	222943	3538	HARDIN'S SYSCO	FOOD FOR RESELL AT CONCESSIONS	\$5,146.09
406051222	0	222944	3538	HARDIN'S SYSCO	FOOD FOR RESELL AT CONCESSIONS	\$8,915.52
062314	0	222613	19955	HARFORD SCOTT	REC. BASEBALL	\$202.50
062314	0	222614	21359	HARIG RYAN M	REC. BASEBALL	\$210.00
062314B	0	222594	10199	HARMON KEITH	SOFTBALL UMPIRE	\$65.00
062214	0	222648	21607	HARRINGTON LEXIE	SCOREKEEPER	\$36.00
062214	0	222649	21352	HARRIS JOSH	SCOREKEEPER	\$76.00
061514	0	222461	16579	HAYES ROBERT	BASEBALL	\$426.00
062314	0	222615	16579	HAYES ROBERT	REC. BASEBALL	\$87.50
C554075	0	222885	11578	HD SUPPLY WATERWORK	50 MTR CPLG NO LEAD	\$585.00
C524338	0	222323	11578	HD SUPPLY WATERWORK	PUMP/HOSE	\$141.20
061814	118947	222214	1230	HEATH, SHEILA	MILEAGE TO BILOXI FOR 2014 MML CONF.	\$403.20
4573358-04	0	222173	16050	HENRY SCHEIN INC	MEDICAL SUPPLIES	\$125.00
6921385-01	0	222185	16050	HENRY SCHEIN INC	MEDICAL SUPPLIES	\$1,458.00

Invoice #	Check#	Voucher #	Vendor#	Vendor Name	Invoice Description	Invoice Amnt
6921823-02	0	222952	16050	HENRY SCHEIN INC	MEDICAL SUPPLIES	\$285.00
6443894.01	0	222285	16050	HENRY SCHEIN INC	SODIUM CHLORIDE	\$100.80
060314	0	222401	21704	HENSON CONSTRUCTION	PROJECT MANAGEMENT SERVICES	\$24,212.85
061514	0	222462	2749	HENTZ JEFF	BASEBALL	\$278.00
8699	0	222691	13793	HERNANDO REDI MIX	4046 HEARTHSTONE PATCHING	\$142.50
8543	0	222357	13793	HERNANDO REDI MIX	MATERIALS	\$327.50
787	0	222719	14106	HERO GEAR	J. IVERSON 2014 ALLOT	\$263.00
786	0	222718	14106	HERO GEAR	T. YANCEY 2014 ALLOT	\$311.00
812255-237	0	222686	210	HILL MANFACTURING CO	CLEANING SUPPLIES	\$110.87
061514	0	222463	9479	HILL ROBERT	BASEBALL	\$91.00
221774163	0	222680	12713	HILL'S PET NUTRITION	FEED ANIMALS	\$178.92
221808486	0	222681	12713	HILL'S PET NUTRITION	FEED ANIMALS	\$194.45
062214	0	222514	21904	HOGAN SHANE	SOFTBALL	\$97.50
060414	0	222685	13714	HOLIDAY INN	PROF. SERVICES	\$426.00
061614	0	222696	13607	HOLLOWAY DONNA	PER DIEM - TRAINING/MASRO CONF BILOXI, MS	\$205.00
062214	0	222650	21384	HOLT TANNER MICHAEL	SCOREKEEPER	\$96.00
061514	0	222464	6671	HONORABLE ROZELLE	BASEBALL	\$306.00
062014	0	222881	2848	HORN LAKE CREEK BASI	HORN LAKE CREEK INTERCEPTOR EXT.	\$10,104.38
062014B	0	222882	2848	HORN LAKE CREEK BASI	HORN LAKE CREEK SEWER	\$122,483.71
062214	0	222651	21608	HURDLE HANNA	SCOREKEEPER	\$234.00
131699-05	0	222692	20970	ICA ENGINEERING INC	SIGNAL DESIGN - STATELINE/TCHULAHOMA	\$5,817.35
0436929	0	222284	3908	ICC EXAMINATION SERV	CODE BOOKS FOR FIRE PREVENTION	\$452.00

Invoice #	Check#	Voucher #	Vendor #	Vendor Name	Invoice Description	Invoice Amnt
138791	0	222167	1146	IDEAL CHEMICAL	(PER BID CONTRACT) FLUORIDE FO	\$4,069.25
442868	0	222759	1962	IDEAL TIRE SALES	3052-MOUNT AND BALANCE 3 TIRES	\$57.00
443106	0	222710	1962	IDEAL TIRE SALES	3071-MOUNT AND BALANCE	\$19.00
442809	0	222757	1962	IDEAL TIRE SALES	3073-MOUNT AND BALANCES	\$76.00
442792	0	222758	1962	IDEAL TIRE SALES	3095-MOUNT AND BALANCE	\$20.00
062514	0	222766	487	INTERNATIONAL ASSOCI	G. PRUETT/B.ROSENBERG - DUES	\$140.00
0434655	0	222432	5509	INTERNATIONAL CODE C	2012 ICC	\$809.00
500029362	0	222874	20490	INTERSTATE BATTERY S	1 V65-5 BATTERY	\$65.00
29395	0	222909	4494	J R STEWART	SMART START MODULE	\$450.00
062314B	0	222610	13175	JAKE JACOBSON	REC. BASEBALL	\$45.00
062214	0	222515	13175	JAKE JACOBSON	SOFTBALL	\$292.50
062314	0	222595	13175	JAKE JACOBSON	SOFTBALL UMPIRE	\$225.00
062314	0	222596	16922	JAMES ASHLEY	SOFTBALL UMPIRE	\$135.00
061514	0	222465	2742	JEFFERSON WILLIE	BASEBALL	\$477.00
11714379	0	222826	826	JERRY PATE TURF & IR	TINE - PLUGGERS	\$403.57
061114	0	222779	21905	JESUS RENE DE	CASH BOND REFUND	\$104.00
061514	0	222466	13176	JOHN KATROSH	BASEBALL	\$455.00
062214	0	222652	20710	JONES MARLEE	SCOREKEEPER	\$76.00
062214	0	222516	21903	JONES MARY	SOFTBALL	\$97.50
062214	0	222653	21701	JUDKINS ALLYSON	SCOREKEEPER	\$90.00
52637604.001	0	222828	2768	KEELING IRRIGATION	4 COUPLING JCC PVC 40	\$7.54
061814	118948	222217	20341	KELLY KRISTIAN	MILEAGE TO BILOXI FOR 2014 MML CONF	\$403.20

Invoice #	Check#	Voucher #	Vendor #	Vendor Name	Invoice Description	Invoice Amnt
062314	0	222597	11757	KELLY MICHELLE	SOFTBALL UMPIRE	\$117.50
062314	0	222616	19966	KNIGHTON BENJAMIN	REC. BASEBALL	\$105.00
LD138132	0	222184	6706	LANDERS DODGE	2014 DODGE CHARGERS	\$88,704.00
171895	0	222761	6706	LANDERS DODGE	3084-O/C	\$35.52
172394	0	222712	6706	LANDERS DODGE	3096-O/C AND CABIN FILTER	\$66.40
171559	0	222309	6706	LANDERS DODGE	3111-O/C	\$38.88
244848	0	222304	6706	LANDERS DODGE	MATERIALS FOR SHOP	\$58.95
171583	0	222314	6706	LANDERS DODGE	VIN 1350-INTAKE MANIFOLD	\$807.20
171535	0	222310	6706	LANDERS DODGE	VIN 4797-O/C	\$38.20
74498	0	222279	403	LAWRENCE PRINTING CO	DUI TICKETS	\$398.27
25051	0	222256	759	LEHMAN ROBERTS CO	MATERIALS	\$275.52
24941	0	222368	759	LEHMAN ROBERTS CO	MATERIALS	\$292.32
24990	0	222354	759	LEHMAN ROBERTS CO	MATERIALS	\$516.88
062314	0	222617	18760	LICCI JOE	REC. BASEBALL	\$235.00
062214	0	222517	14705	LOPEZ RUBEN	SOFTBALL	\$130.00
062314	0	222598	14705	LOPEZ RUBEN	SOFTBALL UMPIRE	\$237.50
062314	0	222618	19957	LOVETT DON	REC. BASEBALL	\$202.50
11833	0	222960	5044	LOWE'S HOME CENTERS,	SUPPLIES	\$3,248.10
062214	0	222654	16895	LUNAMAND SAMANTHA	SCOREKEEPER	\$126.00
76507	0	222107	3011	M & M PROMOTIONS	AA OPEN SHIRTS	\$755.00
76461	0	222108	3011	M & M PROMOTIONS	L SHAPED WRIST BANDS	\$583.32
76533	0	222106	3011	M & M PROMOTIONS	SHIRT	\$24.89

Invoice #	Check#	Voucher #	Vendor #	Vendor Name	Invoice Description	Invoice Amnt
76546	0	222109	3011	M & M PROMOTIONS	SHIRT FOR FIELD OF DREAMS	\$52.69
76514	0	222110	3011	M & M PROMOTIONS	SHIRTS FOR RESELL	\$285.60
76476	0	222094	3011	M & M PROMOTIONS	SUPER NIT YOUTH SHIRTS	\$1,524.12
76502	0	222111	3011	M & M PROMOTIONS	TANK SHIRTS FOR SALE	\$441.60
76746	0	222852	3011	M & M PROMOTIONS	DIZZY DEAN NAME HOLDER	\$1,122.18
76725	0	222851	3011	M & M PROMOTIONS	RETAIL TANK TOPS	\$456.00
76714	0	222940	3011	M & M PROMOTIONS	RUNNING SHORTS FOR CONCESSIONS	\$4,285.94
76757	0	222899	3011	M & M PROMOTIONS	SHIRTS FOR RESELL	\$1,368.00
76758	0	222900	3011	M & M PROMOTIONS	SHIRTS FOR RESELL	\$2,094.00
76724	0	222853	3011	M & M PROMOTIONS	SNOWDEN GROVE CLASSIC T SHIRTS	\$1,697.10
76689	0	222339	3011	M & M PROMOTIONS	STAFF SHIRTS	\$635.26
76762	0	222898	3011	M & M PROMOTIONS	STATE CHAMP SHIRTS	\$1,038.20
76726	0	222902	3011	M & M PROMOTIONS	T SHIRTS	\$387.60
76708	0	222822	3011	M & M PROMOTIONS	YELLOW RUNNING SHORTS	\$1,668.10
76759	0	222901	3011	M & M PROMOTIONS	YOUTH T SHIRTS	\$576.00
72194	0	222263	15888	MAC'S A/C & REFRIGER	HVAC PM PER CONTRACT	\$2,225.00
10132	0	222308	14117	MADISON SIGNS	COURT ORDER FORMS	\$510.00
0186770-IN	0	222269	734	MAGNOLIA ELECTRIC	STREET LIGHT GLOBES	\$768.00
4212	0	222908	17210	MAIN STREET AUTOMOTI	A/C COMPRESSOR TRUCK 816	\$958.67
061514	0	222467	1051	MALONE TERRY	BASEBALL	\$1,916.00
062314	0	222619	1051	MALONE TERRY	REC. BASEBALL	\$550.00
062214	0	222655	20371	MARTIN JEAN CALVERT	SCOREKEEPER	\$60.00

Invoice #	Check#	Voucher #	Vendor #	<u>Vendor Name</u>	Invoice Description	<b>Invoice Amnt</b>
784	0	222373	1320	MARTIN MACHINE WORKS	MATERIALS	\$485.00
787	0	222914	1320	MARTIN MACHINE WORKS	REPLACE JACK ON TRAILER	\$300.00
13294444	0	222266	1203	MARTIN MARIETTA MATE	MATERIALS	\$343.92
061514	0	222468	13665	MARTINEZ STEVEN JR	BASEBALL	\$249.00
061514	0	222469	13456	MARTINEZ, STEVEN	BASEBALL	\$292.00
1414	0	222868	13370	MARY J. CAIN	LINE DANCE CLASSES	\$120.00
062214	0	222656	21342	MAYO CHARLES	SCOREKEEPER	\$100.00
119-14	0	222869	16884	MCARTHUR MARGARET	ART CLASS	\$105.00
117-14	0	222387	16884	MCARTHUR MARGARET	ART INSTRUCTOR	\$105.00
118-14	0	222813	16884	MCARTHUR MARGARET	ART INSTRUCTOR	\$105.00
120-14	0	222855	16884	MCARTHUR MARGARET	ART TEACHER	\$105.00
062214	0	222659	21355	MCCOLLOUGH WILLIAM	SCOREKEEPER	\$56.00
062214	0	222657	21415	MCCORMICK BRAYDEN	SCOREKEEPER	\$40.00
062214	0	222658	18653	MCCORMICK BRENNON J	SCOREKEEPER	\$182.00
061614	0	222698	11976	MCCORMICK GASTON	MASRO CONF - BILOXI, MS - PER DIEM	\$205.00
062314	0	222620	17806	MCCULLAR ROSS	REC. BASEBALL	\$112.50
061514	0	222470	20470	MCNATT JASON	BASEBALL	\$175.00
062314	0	222621	20470	MCNATT JASON	REC. BASEBALL	\$187.50
061614	0	222699	2942	MCPHERSON JOSEPH W	2014 MASRO CONF BILOXI, MS - PER DIEM	\$205.00
042614-2	0	222391	12676	MEMPHIS BARBEQUE	ADAM & MAGGIE ADKISON	\$205.54
042614-3	0	222392	12676	MEMPHIS BARBEQUE	ELISE JENKINS - SPRINGFEST EXP	\$188.68
042614	0	222390	12676	MEMPHIS BARBEQUE	MBN BBQ NETWORK TEAM FEE	\$520.00

Invoice #	Check#	Voucher #	Vendor #	Vendor Name	Invoice Description	Invoice Amnt
40487	0	222278	305	MEMPHIS ICE MACHINE	STATION 1	\$150.00
40401	0	222274	305	MEMPHIS ICE MACHINE	TRAINING CTR	\$150.00
175002	0	222340	8159	MEMPHIS READY MIX	MATERIALS	\$193.00
175037	0	222341	8159	MEMPHIS READY MIX	MATERIALS	\$193.00
175186	0	222376	8159	MEMPHIS READY MIX	MATERIALS	\$193.00
41467	0	222259	761	MEMPHIS STONE	MATERIALS	\$234.81
44351	0	222349	761	MEMPHIS STONE	MATERIALS	\$436.41
197862	0	222892	354	METER SERVICE AND SU	50 MTRS - NO LEAD	\$2,425.00
197684	0	222897	354	METER SERVICE AND SU	COPPER TUBING	\$970.00
197873	0	222890	354	METER SERVICE AND SU	COPPER TUBING	\$2,352.00
197646	0	222363	354	METER SERVICE AND SU	MATERIALS FOR SHOP	\$228.00
197645	0	222249	354	METER SERVICE AND SU	MATERIALS FOR SHOP	\$496.25
197644	0	222364	354	METER SERVICE AND SU	MATERIALS FOR SHOP	\$1,759.00
197647	0	222248	354	METER SERVICE AND SU	MATERIALS FOR SHOP	\$1,824.00
197872	0	222889	354	METER SERVICE AND SU	MEGA-LUG; BOLT & GSKET PACK	\$202.00
197861	0	222891	354	METER SERVICE AND SU	MJ PLUG	\$133.80
197682	0	222896	354	METER SERVICE AND SU	MTR BOX LIDS & RESETTER	\$1,100.50
197683	0	222895	354	METER SERVICE AND SU	MTRS & CURB	\$2,265.50
84001A-1	0	222171	6685	MID SOUTH DIGITAL	COPIER FOR CLERKS OFFICE - RIC	\$7,486.00
093941	0	222812	6685	MID SOUTH DIGITAL	LABOR RATE ZONE	\$99.00
466833	0	222679	6685	MID SOUTH DIGITAL	OFFICE SUPPLIES	\$188.29
466742	0	222398	6685	MID SOUTH DIGITAL	SENIOR CITIZENS OFFICE	\$951.11

Invoice #	Check#	Voucher #	Vendor #	Vendor Name	Invoice Description	Invoice Amnt
28777	0	222236	19694	MID-SOUTH TELECOM	PHONE SERVICE	\$32.50
28776	0	222237	19694	MID-SOUTH TELECOM	PHONE SERVICE	\$65.00
28774	0	222238	19694	MID-SOUTH TELECOM	PHONE SERVICE	\$65.00
28588	0	222241	19694	MID-SOUTH TELECOM	PHONE SERVICE	\$65.00
28587	0	222242	19694	MID-SOUTH TELECOM	PHONE SERVICE	\$65.00
28709	0	222240	19694	MID-SOUTH TELECOM	PHONE SERVICE	\$120.00
28773	0	222239	19694	MID-SOUTH TELECOM	PHONE SERVICE	\$195.00
28584	0	222243	19694	MID-SOUTH TELECOM	PHONE SERVICE	\$414.80
28778	0	222235	19694	MID-SOUTH TELECOM	PHONE SERVICES	\$32.50
152	0	222904	7622	MIDSOUTH SPORTS PROD	PER LABOR AGREEMENT	\$8,881.52
061514	0	222471	17893	MILLER PEYTON	BASEBALL	\$176.00
062214	0	222660	21703	MILLIGAN TAYLOR	SCOREKEEPER	\$70.00
061514	0	222472	12494	MILTON QUINTIN	BASEBALL	\$267.00
062314	0	222622	12494	MILTON QUINTIN	REC. BASEBALL	\$205.00
342	0	222175	10178	MISSISSIPPI USSSA	MEMORIAL DAY SANCTION FEES	\$2,825.00
344	0	222174	10178	MISSISSIPPI USSSA	MISSISSIPPI USSSA BASEBALL	\$3,005.00
345	0	222830	10178	MISSISSIPPI USSSA	JUNE JAM GLOBAL WS QUALIFIER SANCTION FEE	\$2,135.00
062014	0	222399	13832	MOBLEY BYRON	SPECIAL PROSECUTOR	\$200.00
A76377	0	222893	5073	MOMAR	DEGREASER FOR LIFT PUMP	\$1,134.42
981931961	0	222181	335	MOORE MEDICAL CORP	MEDICAL SUPPLIES	\$849.77
982214281	0	222953	335	MOORE MEDICAL CORP	MEDICAL SUPPLIES	\$1,539.94
2013-2014	0	222397	2945	MS MUNICIPAL CLERKS	MEMBERSHIP DUES	\$160.00

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Invoice #	Check#	Voucher #	<u>Vendor #</u>	<u>Vendor Name</u>	Invoice Description	Invoice Amnt
4179974	0	222389	3923	MS SOCCER ASSO	6 PLAYERS REGISTRATION	\$111.00
22019	0	222777	958	MS STATE FIRE ACADEM	NOEL & SMITH TRENCH RESCUE	\$136.00
21988	0	222321	958	MS STATE FIRE ACADEM	sebring hazmat class at msfa	\$68.00
061514	0	222473	8749	MURCHISON JONATHAN	BASEBALL	\$104.00
062314	0	222623	8749	MURCHISON JONATHAN	REC. BASEBALL	\$187.50
061514	0	222474	6697	MURCHISON MIKE	BASEBALL	\$109.00
0000832	0	222915	17243	MURPHY & SONS INC.	MATERIALS FOR SG AMPITHEATRE	\$810.00
062314	0	222624	18857	MUSSA CARL	REC. BASEBALL	\$65.00
18961	0	222275	15230	MY-LOR. INC.	NEW HIRE TAGS	\$21.75
611827	0	222228	1150	NAPA GENUINE PARTS C	MATERIALS FOR SHOP	\$11.62
073053	0	222816	1150	NAPA GENUINE PARTS C	NAPA OIL FILTER	\$156.96
072892	0	222815	1150	NAPA GENUINE PARTS C	TURBO SHADE	\$57.01
1019034	0	222332	1160	NEEL-SCHAFFER INC	EMERGENCYU BACKUP-HURRICANE CREEK	\$407.95
1019033	0	222330	1160	NEEL-SCHAFFER INC	LAKES OF NICHOLAS FORCE MAIN - HC	\$2,135.41
1019031	0	222331	1160	NEEL-SCHAFFER INC	PLANNING/LOAN APP	\$223.73
1019048.2	0	222807	1160	NEEL-SCHAFFER INC	PROFESSIONAL SERVICES - MAY 2014	\$439.35
1019030	0	222947	1160	NEEL-SCHAFFER INC	PUMP STATION FORCE MAIN-HURRIC	\$10,899.22
1019027	0	222833	1160	NEEL-SCHAFFER INC	STORM WATER	\$867.49
061014	0	222377	10365	NESBIT WATER	FEES COLLECTED	\$3,096.00
88855	0	222169	1121	NEWTON TROPHY	"SCHOOL'S OUT TROPHIES"	\$3,772.10
88903	0	222180	1121	NEWTON TROPHY	JUNE JAM TROPHIES	\$3,947.15
90657	0	222165	1121	NEWTON TROPHY	MEMORIAL DAY TROPHIES	\$3,952.80

Invoice #	Check#	Voucher #	Vendor #	Vendor Name	Invoice Description	Invoice Amnt
91014	0	222938	1121	NEWTON TROPHY	SNOWDEN CLASSIC TROPHIES	\$2,996.60
061014	0	222383	10758	NORTH MISSISSIPPI UT	REFUND	\$283.40
40311	0	222776	5407	NORTH MS. TWO-WAY CO	LIGHT REPAIR/RADIO REPAIR UNIT 1	\$102.06
40270	0	222775	5407	NORTH MS. TWO-WAY CO	SPEAKER IN BATTALION 1	\$361.50
SUMMER2014	0	222770	1136	NWCC-SENATOBIA	MCDANIEL & BARNETT PARAMEDIC TUITION	\$1,695.00
1257-157661	0	222703	7304	O'REILLYS AUTO PARTS	13 TAHOE BATTERY	\$151.99
1257-157783	0	222704	7304	O'REILLYS AUTO PARTS	3000-BATTERY	\$103.76
1257-157098	0	222706	7304	O'REILLYS AUTO PARTS	3079-BATTERY	\$103.76
1791-303064	0	222322	7304	O'REILLYS AUTO PARTS	battery for trailer	\$39.89
1257-156187	0	222300	7304	O'REILLYS AUTO PARTS	MATERIALS FOR SHOP	\$2.29
1257-156225	0	222301	7304	O'REILLYS AUTO PARTS	MATERIALS FOR SHOP	\$6.99
1257-157172	0	222231	7304	O'REILLYS AUTO PARTS	MATERIALS FOR SHOP	\$17.89
1257-156369	0	222303	7304	O'REILLYS AUTO PARTS	MATERIALS FOR SHOP	\$39.80
1257-157383	0	222229	7304	O'REILLYS AUTO PARTS	MATERIALS FOR SHOP	\$59.99
1257-156814	0	222230	7304	O'REILLYS AUTO PARTS	MATERIALS FOR SHOP	\$84.10
1257-156255	0	222302	7304	O'REILLYS AUTO PARTS	MATERIALS FOR SHOP	\$544.54
1791-303430	0	222337	7304	O'REILLYS AUTO PARTS	PHONE CHARGER	\$31.99
1791-303603	0	222911	7304	O'REILLYS AUTO PARTS	PLIERS, PLUG	\$24.77
1791-303625	0	222910	7304	O'REILLYS AUTO PARTS	SUNSHADE	\$2.00
1257-155661	0	222884	7304	O'REILLYS AUTO PARTS	TRAILER HITCH	\$73.46
708267559001	0	222082	7600	OFFICE DEPOT	OFFICE SUPPLIES	\$55.84
708468750001	0	222080	7600	OFFICE DEPOT	OFFICE SUPPLIES	\$116.48

Invoice #	Check#	Voucher #	Vendor#	Vendor Name	Invoice Description	<b>Invoice Amnt</b>
711857328001	0	222086	7600	OFFICE DEPOT	OFFICE SUPPLIES	\$174.10
711684091001	0	222088	7600	OFFICE DEPOT	OFFICE SUPPLIES - PUBLIC WORKS (STATEN)	\$66.45
708617151001	0	222090	7600	OFFICE DEPOT	OFFICE SUPPLIES - PUBLIC WORKS (STATEN)	\$80.11
714114792001	0	222079	7600	OFFICE DEPOT	SUPPLY STOCK FOR CITY HALL	\$303.35
1685772798	0	222785	7600	OFFICE DEPOT	ADAPTER FOR BLDG. DEPT.	\$51.18
1687522373	0	222433	7600	OFFICE DEPOT	BLDG DEPT PRINTER	\$299.99
711938	0	222707	7600	OFFICE DEPOT	CHAIR - T. SAMPLES	\$133.08
1687267952	0	222838	7600	OFFICE DEPOT	FLASH DRIVES	\$34.95
714791330001	0	222404	7600	OFFICE DEPOT	FRAMES	\$220.00
1681967295	0	222784	7600	OFFICE DEPOT	HD FOR COURT AND HUB FOR SPD	\$84.57
717015839001	0	222695	7600	OFFICE DEPOT	INK FOR FRONT DESK	\$74.43
711599689001	0	222783	7600	OFFICE DEPOT	IT FILE CABINET	\$71.49
717016684001	0	222907	7600	OFFICE DEPOT	OFFICE CHAIR - UTILITIES	\$157.50
1680548780	0	222393	7600	OFFICE DEPOT	PHONE CHARGERS FOR COURT	\$81.96
717009638001	0	222841	7600	OFFICE DEPOT	POST IT NOTES	\$7.89
1680548783	0	222271	7600	OFFICE DEPOT	PRINTER FOR EMS	\$170.18
1681662052	0	222837	7600	OFFICE DEPOT	PRINTER, IT & COURT SUPPLIES	\$342.78
1685195671	0	222408	7600	OFFICE DEPOT	READER CARD	\$42.27
717006582001	0	222842	7600	OFFICE DEPOT	SUPPLY STOCK	\$261.08
062514	0	222956	7820	OLIVER ANDREA	SALES AND MARKETING	\$810.00
052714	0	222957	7820	OLIVER ANDREA	SALES AND MARKETING	\$1,012.50
062014	0	222400	17731	OWENS ELIZABETH	SPECIAL PROSECUTOR	\$200.00

Invoice #	Check#	Voucher #	Vendor#	Vendor Name	Invoice Description	Invoice Amnt
0235290	0	222334	983	PARAMOUNT UNIFORMS R		\$138.34
235671	0	222290	983	PARAMOUNT UNIFORMS R	BLDG DEPT UNIFORM SERVICE	\$6.53
236978	0	222773	983	PARAMOUNT UNIFORMS R	BLDG. DEPT. UN IFORM SERVICE	\$6.53
0235643	0	222860	983	PARAMOUNT UNIFORMS R	GOLF UNIFORMS	\$37.36
0234306	0	222861	983	PARAMOUNT UNIFORMS R	GOLF UNIFORMS	\$37.36
0236599	0	222688	983	PARAMOUNT UNIFORMS R	MAT. BLDG	\$5.00
0235289	0	222687	983	PARAMOUNT UNIFORMS R	MAT. BLDG.	\$5.00
0235949	0	222849	983	PARAMOUNT UNIFORMS R	MATS	\$38.00
0235940	0	222848	983	PARAMOUNT UNIFORMS R	MATS	\$45.00
0235937	0	222844	983	PARAMOUNT UNIFORMS R	PARKS UNIFORMS	\$387.22
0236601	0	222244	983	PARAMOUNT UNIFORMS R	UNIFORMS	\$27.78
0235291	0	222343	983	PARAMOUNT UNIFORMS R	UNIFORMS	\$27.78
0236602	0	222245	983	PARAMOUNT UNIFORMS R	UNIFORMS	\$108.41
0235292	0	222344	983	PARAMOUNT UNIFORMS R	UNIFORMS	\$108.41
0236600	0	222888	983	PARAMOUNT UNIFORMS R	UNIFORMS	\$138.49
1135	0	222694	18943	PATSY CLEEN COMMERCI	CLEANING OF CITY HALL AND COURT	\$2,649.00
1134	0	222693	18943	PATSY CLEEN COMMERCI	CLEANING OF TENNIS CTR.	\$310.00
061514	0	222475	2746	PAYLOR GREGORY C	BASEBALL	\$70.00
062314	0	222625	2746	PAYLOR GREGORY C	REC. BASEBALL	\$32.50
061814	118949	222219	15274	PAYNE GEORGE	MILEAGE TO BILOXI FOR 2014 MML CONF	\$403.20
061514	0	222476	19820	PAYNE ZACHARY	BASEBALL	\$207.00
7577	0	222367	615	PAYNES LOCKSMITH SER	LOCK SERVICES	\$80.00

Invoice #	Check#	Voucher #	Vendor #	Vendor Name	Invoice Description	Invoice Amnt
7576	0	222365	615	PAYNES LOCKSMITH SER	LOCK SERVICES	\$90.00
7579	0	222297	615	PAYNES LOCKSMITH SER	LOCK SERVICES	\$100.00
7581	0	222296	615	PAYNES LOCKSMITH SER	LOCK SERVICES	\$256.75
2014	0	222817	17272	PERKINS WENDY	AEROBICS CLASS	\$240.00
061514	0	222477	21376	PERRIN STANLEY	BASEBALL	\$421.00
062014B	0	222873	21382	PETTY CASH	ITEMS FOR SR. LUNCHEON	\$96.61
062014	0	222870	21382	PETTY CASH	JEWELRY FOR GIFT SHOP, PROPANE	\$564.70
052814	0	222806	21382	PETTY CASH	PROPANE - PETTY CASH PARKS	\$130.26
063014	0	222845	21382	PETTY CASH	TOYS FOR RESELL	\$342.88
061514	0	222478	1055	PICKENS ABRAHAM	BASEBALL	\$354.00
062314	0	222626	1055	PICKENS ABRAHAM	REC. BASEBALL	\$215.00
062314	0	222627	21372	PIGNOCCO JUSTIN	REC. BASEBALL	\$60.00
6972855-JN14	0	222727	971	PITNEY BOWES	POSTAGE MACHINE LEASE - SPD	\$150.00
062214	0	222661	21702	PLUMLEE ASHLYN	SCOREKEEPER	\$90.00
062414	0	222701	16963	POGUE HUNTER	PER DIEM - SOUTHEASTERN LAW ENF. EXPLOERS ACADEMY	\$369.00
061514	0	222479	18762	POLISCHECK BRETT	BASEBALL	\$276.00
062314	0	222628	18762	POLISCHECK BRETT	REC. BASEBALL	\$157.50
062314	0	222629	21360	PRIGMORE DUSTEN	REC. BASEBALL	\$105.00
062214	0	222518	14589	PUGH KENNETH	SOFTBALL	\$227.50
800090000714	0	222307	1338	PURCHASE POWER	POSTAGE	\$1,247.99
353193670714	0	222714	1338	PURCHASE POWER	POSTAGE FEE SPD	\$37.74
2014.420	0	222351	233	QUARLES FIRE PROTEC	SPRINKLER INSP.	\$200.00

Invoice #	Check#	Voucher #	Vendor #	Vendor Name	Invoice Description	Invoice Amnt
2014.421	0	222352	233	QUARLES FIRE PROTEC	SPRINKLER INSP.	\$200.00
2014.419	0	222353	233	QUARLES FIRE PROTEC	SPRINKLER INSP.	\$200.00
2014.418	0	222350	233	QUARLES FIRE PROTEC	SPRINKLER INSPECTION	\$200.00
062214	0	222519	21398	RADDATZ BRYCE	SOFTBALL	\$292.50
020180	0	222839	4697	RADIO SHACK	IT SUPPLIES	\$109.34
140826	0	222702	6964	RALPH CRAFTON PHOTOG	2014 CPA CLASS	\$208.00
061114	0	222394	20825	READY GEORGE	SPECIAL JUDGE	\$400.00
062214	0	222520	21730	REGENHARDT JOHN M	SOFTBALL	\$227.50
689435	0	222918	19150	REGIONS EQUIPMENT FI	VEHICLES - CONTRACT 0008037-001	\$7,120.91
119301	0	222857	10865	RELIABLE EQUIPMENT	AIR FILTERS	\$83.80
119229	0	222825	10865	RELIABLE EQUIPMENT	IGNITION SWITCH	\$52.50
119260	0	222856	10865	RELIABLE EQUIPMENT	KAWASKI ENGINE	\$2,195.00
061514	0	222480	21698	ROBERTSON BOBBY	BASEBALL	\$140.00
062314	0	222630	19953	ROBERTSON JOHN	REC. BASEBALL	\$82.50
062214	0	222662	21349	ROGERS JESSICA	SCOREKEEPER	\$60.00
061514	0	222481	8915	RUCKER JOSEPH M	BASEBALL	\$286.00
062314	0	222631	8915	RUCKER JOSEPH M	REC. BASEBALL	\$222.50
062214	0	222521	8915	RUCKER JOSEPH M	SOFTBALL	\$422.50
185024	0	222112	339	SAYLE OIL CO INC	FUEL FOR FIRE STATIONS 1 - 2 -	\$4,018.97
194968	0	222847	339	SAYLE OIL CO INC	GAS FOR GOLF COURSE	\$1,357.70
062314	0	222602	14519	SCHUESSLER BRUCE M	SOFTBALL UMPIRE	\$195.00
1745	0	222811	2630	SCOREBOARD SPECIALIS	LABOR TO REPAIR SCOREBOARDS	\$850.00
1745	0	222811	2630	SCOREBOARD SPECIALIS	LABOR TO REPAIR SCOREBOARDS	\$850.00

Invoice #	Check#	Voucher #	Vendor #	Vendor Name	Invoice Description	Invoice Amnt
061714	0	222316	21321	SEBRING BRUCE	MSFA-REIMBURSEMENT FOR MEALS WHILE AT HAZ-MAT	\$37.86
062214	0	222522	16242	SHAFFER RICHARD NEAL	SOFTBALL	\$357.50
061514	0	222482	19963	SHANNON DEMORIA	BASEBALL	\$220.00
469359	0	222753	387	SHAPIRO UNIFORMS	ALLRED, TIM 2014 ALLOT	\$114.75
469232	0	222720	387	SHAPIRO UNIFORMS	ANDERSON, MATT 2014 ALLOT	\$64.00
4569266	0	222926	387	SHAPIRO UNIFORMS	COTTEN UNIFORM	\$375.00
469340	0	222754	387	SHAPIRO UNIFORMS	HILLIE, DARREN 2014 ALLOT	\$324.70
469292	0	222751	387	SHAPIRO UNIFORMS	KNOX, BRAD N/H ALLOT	\$19.90
469415	0	222715	387	SHAPIRO UNIFORMS	KNOX, BRAD N/H ALLOT	\$38.95
469268	0	222925	387	SHAPIRO UNIFORMS	PAINTER UNIFORM	\$373.30
469265	0	222289	387	SHAPIRO UNIFORMS	PATCHES FOR FAFK GRADUATION	\$147.50
469271	0	222922	387	SHAPIRO UNIFORMS	SINCLAIR UNIFORM	\$375.00
469269	0	222924	387	SHAPIRO UNIFORMS	SPENCE UNIFORM	\$375.00
469342	0	222755	387	SHAPIRO UNIFORMS	STEWART, MITZI 2014 ALLOT	\$49.95
468966	0	222427	387	SHAPIRO UNIFORMS	WEBB, CHRIS - 2014 ALLOT	\$199.85
469410	0	222716	387	SHAPIRO UNIFORMS	WEBB, CHRIS N/H ALLOT	\$142.95
469270	0	222923	387	SHAPIRO UNIFORMS	WISEMAN UNIFORM	\$372.40
061514	0	222484	15030	SHAW ANTHONY TAYLOR	BASEBALL	\$253.00
062314	0	222632	15030	SHAW ANTHONY TAYLOR	REC. BASEBALL	\$180.00
061514	0	222483	8251	SHAW JEFF	BASEBALL	\$142.00
7854-4	0	222912	1104	SHERWIN WILLIAMS SOU	PAINT	\$45.19
7585-4	0	222326	1104	SHERWIN WILLIAMS SOU	PAINT FOR CH OFFICE	\$51.99

Invoice #	Check#	Voucher #	Vendor #	Vendor Name	Invoice Description	Invoice Amnt
062214	0	222664	21591	SHORT GRANT	SCOREKEEPER	\$40.00
90059	0	222859	611	SIGNS & STUFF	CAUTION/WATCH STEP SIGNS FOR AMPHITHEATRE	\$399.60
90047	0	222762	611	SIGNS & STUFF	CHARGERS - 4 DECALS	\$1,300.00
90045	0	222382	611	SIGNS & STUFF	VEHICLE - CITY SEAL - S. HEATH	\$35.00
061514	0	222485	16899	SIMS DALTON	BASEBALL	\$355.00
062314	0	222635	16899	SIMS DALTON	REC. BASEBALL	\$220.00
061514	0	222486	9136	SINQUEFIELD MURRAY	BASEBALL	\$355.00
062314	0	222633	21621	SIPE SPENCER	REC. BASEBALL	\$60.00
062214	0	222665	18963	SKILLERN KERRY	SCOREKEEPER	\$100.00
061514	0	222487	19174	SLAGLE VANCE	BASEBALL	\$255.00
062214	0	222666	17526	SLOCUM SYDNEY	SCOREKEEPER	\$30.00
062314	0	222634	975	SMITH BILLY K	REC. BASEBALL	\$150.00
061514	0	222488	21612	SMITH BRIAN	BASEBALL	\$91.00
061514	0	222489	1031	SMITH JOHN M	BASEBALL	\$139.00
10214	0	222386	17200	SMITH JOYCE W	SENIOR YOGA	\$25.00
103-14	0	222824	17200	SMITH JOYCE W	YOGA INSTRUCTOR	\$25.00
104-14	0	222854	17200	SMITH JOYCE W	YOGA INSTRUCTOR	\$50.00
062014	0	222772	12746	SMITH KEVIN	MEAL REIMBURSEMENT WHILE MSFA TRENCH RESCUE CLASS	\$54.70
1002117	0	222872	11059	SMITH'S LP SUPPLY	LP MATERIALS	\$9.95
070114	0	222411	1161	SOUTHAVEN CHAMBER OF	MONTHLY CONTRIBUTION - JULY 2014	\$6,250.00
122410	0	222682	1102	SOUTHAVEN SUPPLY	CLEANING SUPPLIES AND MATERIALS	\$26.56
121913	0	222705	1102	SOUTHAVEN SUPPLY	DUCT TAPE	\$7.58

Invoice #	Check#	Voucher #	Vendor #	Vendor Name	Invoice Description	Invoice Amnt
530215	0	222155	17988	SOUTHEASTERN EMERG	MEDICAL SUPPLIES	\$608.30
353827	0	222294	17988	SOUTHEASTERN EMERG	ET TUES & IV DROP SETS	\$407.15
10242	0	222406	14403	SOUTHEASTERN SECURIT	APPLICANT PROFILES SCREENINGS	\$222.00
537492	0	222928	12604	SOUTHLAND TRAILERS	6X12 TRAILER FOR FUEL TANK	\$1,599.00
709498	0	222325	12604	SOUTHLAND TRAILERS	TRAILER JOCK	\$267.00
062214	0	222523	19950	SPRAYBERRY ROBERT A	SOFTBALL	\$65.00
062314	0	222599	19950	SPRAYBERRY ROBERT A	SOFTBALL UMPIRE	\$210.00
062214	0	222667	19797	STARKEY BETHANY	SCOREKEEPER	\$60.00
100430	0	222388	2951	STATELINE TURF & TRA	CHAIN SAW LINKS	\$208.96
4004915494	0	222292	801	STERICYCLE INC	EMS WASTE BIN REMOVAL	\$524.76
062314	0	222636	21407	STEVENS CLAY	REC. BASEBALL	\$90.00
061514	0	222490	21406	STEVENS STEVE	BASEBALL	\$70.00
061514	0	222491	8272	STOCKTON RANDY	BASEBALL	\$265.00
T003448-IN	0	222177	577	STOP TECH LTD	STOP STICK RACK KIT	\$3,502.00
1530857	0	222917	16514	SUN TRUST BANK	POLICE VEHICLES - CONTRACT 4434007676	\$9,108.04
040168412	0	222843	21164	SUNNY SKY PRODUCTS	BLUE RASPBERRY SYRUP & STRAWBERRY	\$125.00
062214	0	222524	17542	SWARTZ CHARLES DAVID	SOFTBALL	\$455.00
062214	0	222668	17668	SWINDLE ALYSON	SCOREKEEPER	\$234.00
062214	0	222669	17824	SWINDLE JACOB	SCOREKEEPER	\$70.00
061514	0	222492	3025	SWINDLE JAMES T	BASEBALL	\$700.00
061514	0	222493	1039	SWORDS NEAL	BASEBALL	\$144.00
061514	0	222494	19956	TANNER JUSTIN	BASEBALL	\$104.00

Invoice #	Check#	Voucher #	Vendor#	Vendor Name	Invoice Description	<u>Invoice Amnt</u>
062214	0	222670	21401	TAYLOR DONNA L	SCOREKEEPER	\$30.00
062214	0	222671	19367	TAYLOR MICHAEL	SCOREKEEPER	\$90.00
0131442	0	222154	4389	TEMPLE	TRAFFIC SIGNAL AT TCHULAHOMA A	\$3,231.00
442590	0	222879	5329	TENCARVA MACHINERY C	FUEL GAUGE	\$42.98
442605	0	222880	5329	TENCARVA MACHINERY C	MATERIALS	\$919.26
442169	0	222878	5329	TENCARVA MACHINERY C	PARTS	\$130.50
062214	0	222525	17626	TERRY JULIE	SOFTBALL	\$325.00
329303	0	222287	20843	TESS COMPANY	OXYGEN	\$121.90
MD75643	0	222794	7396	THOMPSON JENNIFER	TABLET CASES	\$244.37
W0310060911	0	222410	715	THOMPSON MACHINERY	GENERATOR ANNUAL	\$675.00
W0310061233	0	222372	715	THOMPSON MACHINERY	MATERIALS FOR SHOP	\$1,381.20
PC600593283	0	222894	715	THOMPSON MACHINERY	PARTS	\$318.66
061514	0	222495	10186	TICE CHRIS	BASEBALL	\$105.00
6252193	0	222781	5890	TIME WARNER TELECOM	INTERNET & NETWORK CONNECTIVITY	\$5,627.63
061514	0	222496	16706	TIPPITT JORDAN	BASEBALL	\$253.00
062314	0	222637	16706	TIPPITT JORDAN	REC. BASEBALL	\$45.00
575264-1	0	222324	7819	TOPMOST CHEMICAL	GLOVES	\$110.60
576129	0	222327	7819	TOPMOST CHEMICAL	PAPER TOWELS	\$190.15
061514	0	222497	16306	TOUNGETT THOMAS II	BASEBALL	\$213.00
1801	0	222375	775	TRAF MARK INC	MATERIALS	\$283.00
1806	0	222374	775	TRAF MARK INC	MATERIALS	\$790.00
000073850	0	222182	10094	TRAFFIC SAFETY STORE	CONES FOR TRAINING CENTER	\$1,062.95

Invoice #	Check#	Voucher #	Vendor#	Vendor Name	Invoice Description	<b>Invoice Amnt</b>
062314	0	222638	18764	TREADWAY HAROLD	REC. BASEBALL	\$135.00
3682QB	0	222429	9591	TRI FIRMA	BAND WAS LEAKING POURED COLLAR	\$1,128.45
3676QB	0	222814	9591	TRI FIRMA	CLEANED UP CENTRAL PARK WATER HOLE	\$1,653.82
3668QB	0	222336	9591	TRI FIRMA	REPAIRED LEAK AT GRIFFITH TOWING	\$433.14
3681QB	0	222428	9591	TRI FIRMA	REPAIRED WASH OUT ON PIPE	\$1,229.48
3678QB	0	222945	9591	TRI FIRMA	SIDEWALK AND RAMP REPAIR AT GR	\$9,984.03
3683QB	0	222430	9591	TRI FIRMA	STARLANDING	\$2,042.40
3675QB	0	222356	9591	TRI FIRMA	STREET & DITCH	\$712.92
3670QB	0	222346	9591	TRI FIRMA	STREET & DITCH	\$1,478.17
3669QB	0	222347	9591	TRI FIRMA	STREET & DITCH	\$1,632.05
3674QB	0	222345	9591	TRI FIRMA	STREET & DITCH	\$1,976.08
3662QB	0	222936	9591	TRI FIRMA	WO 2906 1174 STARLANDING ROAD	\$18,612.67
59761	0	222905	1213	TRI-STATE TROPHY	TROPHIES FOR SNOWDEN & GB LEAGUE CHAMPS	\$1,820.00
017-0601336	0	222234	997	TRUCK PRO	MATERIALS FOR SHOP	\$81.98
062214	0	222526	2857	TURNER DALE	SOFTBALL	\$375.00
062314	0	222600	2857	TURNER DALE	SOFTBALL UMPIRE	\$325.00
062214	0	222672	21416	TWEEDY ERIN	SCOREKEEPER	\$130.00
062214	0	222673	18123	TWEEDY PEYTON	SCOREKEEPER	\$180.00
045-111761	0	222840	952	TYLER TECHNOLOGIES	QUARTELY MAINTENANCE	\$17,146.25
158971-00	0	222315	1114	UNION AUTO PARTS	3098-ROTORS AND PADS	\$192.76
161779	0	222927	1114	UNION AUTO PARTS	A/C Recovery Machine	\$3,329.00
165312-00	0	222268	1114	UNION AUTO PARTS	MATERIALS FOR SHOP	\$20.42

Invoice #	Check#	Voucher #	Vendor #	Vendor Name	Invoice Description	<b>Invoice Amnt</b>
165665-00	0	222267	1114	UNION AUTO PARTS	MATERIALS FOR SHOP	\$56.88
164187-00	0	222233	1114	UNION AUTO PARTS	MATERIALS FOR SHOP	\$70.85
165284	0	222711	1114	UNION AUTO PARTS	OIL, FILTERS, BLADES FOR SHOP	\$440.94
164193	0	222765	1114	UNION AUTO PARTS	PREMIUM OIL FOR SHOP	\$31.00
72898	0	222361	16517	UPCHURCH SERVICES, L	HVAC SERV	\$350.00
72898-1	0	222362	16517	UPCHURCH SERVICES, L	HVAC SERV	\$706.62
C10647	0	222358	16517	UPCHURCH SERVICES, L	HVAC SERV.	\$1,733.75
9726672937	0	222866	1095	VERIZON WIRELESS	SPD AIR CARDS	\$2,715.98
061514	0	222498	21732	VOGELSANG CAMERON	BASEBALL	\$302.00
30644954	0	222431	784	VULCAN INC	LIMESTONE	\$883.26
062214	0	222527	4620	WALKER LARRY	SOFTBALL	\$422.50
061514	0	222499	18940	WARREN JASON	BASEBALL	\$354.00
061514	0	222500	18966	WARREN RONNIE	BASEBALL	\$120.00
3292937	0	222170	8127	WASTE CONNECTIONS OF	TRASH PICK UP AT SNOWDEN BALL	\$7,452.13
062214	0	222674	16123	WATTERSON KORY	SCOREKEEPER	\$216.00
061514	0	222501	8692	WELCH HENRY	BASEBALL	\$302.00
75767	0	222260	4854	WEST MEMPHIS FENCE &	REPAIR CITY HALL FENCE	\$410.00
062214	0	222675	17669	WESTBROOK ALLISON	SCOREKEEPER	\$20.00
062414	0	222700	3164	WHEELER JERALD	SOUTHEASTERN LAW ENF. EXPLORERS ACADEMY, GULFPORT,	\$369.00
062214	0	222676	16704	WHITE ASHLEY	SCOREKEEPER	\$228.00
37027	0	222257	11134	WHITFIELD	ELEC. SERVICES AT PAC	\$350.40
37089	0	222246	11134	WHITFIELD	ELECTRIC SERVICE AT PUBLIC WORKS	\$157.18

Invoice #	Check#	Voucher #	Vendor #	Vendor Name	Invoice Description	Invoice Amnt
37024	0	222258	11134	WHITFIELD	ELECTRIC SERVICES AT FIRE STATION 4	\$190.00
37028	0	222850	11134	WHITFIELD	REPAIRS TO LIGHTING AT ARENA	\$427.60
062214	0	222528	21399	WILLIAMS JORDAN K	SOFTBALL	\$292.50
062214	0	222529	11978	WILLIAMS, KELLY	SOFTBALL	\$162.50
062314	0	222601	11978	WILLIAMS, KELLY	SOFTBALL UMPIRE	\$130.00
062214	0	222530	973	WINDSOR JEFF	SOFTBALL	\$300.00
9314	0	222818	15915	WISEMAN CYNTHIA	ZUMBA CLASS	\$180.00
062214	0	222677	17981	WOODS EMILY GRACE	SCOREKEEPER	\$60.00
61114	0	222920	5095	WOODS TREE SERVICE	REMOVAL OF TWO DEAD TREES	\$900.00
39590	0	222827	349	WORLD CLASS ATHLETIC	WHITE FIELD PAINT	\$1,309.00
061514	0	222502	11652	WRENN DALE	BASEBALL	\$225.00
062214	0	222678	18614	WRIGHT MARCUS	SCOREKEEPER	\$64.00
90012675	0	222172	15430	ZOLL MEDICAL CORPORA	PREVENTATIVE MAINTENANCE	\$4,734.25
2133082	0	222277	15430	ZOLL MEDICAL CORPORA	START PADS AND ELCTRODES	\$458.17

Total Invoices Paid on this Docket: \$1,766,794.36

## 18. Executive Session