

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

CITY HALL May 6, 2014 6:00 p.m. AGENDA

- 1. Call To Order
- 2. Invocation
- 3. Pledge Of Allegiance
- 4. Approval Of Minutes: April 15, 2014 & Special Meeting April 21, 2014
- 5. Reel Neet Erosion Control Right Of Way Maintenance Contract
- 6. Resolution To Amend City of Southaven Handbook
- 7. Budget Amendment
- 8. Storm Shelter Update
- 9. Resolution Granting Authority To Clean Private Property
- 10. Smoking Ban Ordinance
- 11. Planning Agenda: Item #1 Application by M & R Associates, LLC to amend the Cherry Hill Subdivision PUD on the south side of future Rasco Road, east of Swinnea Road

  Item #2 Application by M & R Associates, LLC for subdivision approval of Cherry Hill Subdivision Phase 1
- 12. Mayor's Report
- 13. Citizen's Agenda: Don Daniels
- 14. Personnel Docket
- 15. Committee Reports
- 16. City Attorney's Legal Update
- 17. Old Business
- 18. Claims Docket
- 19. Executive Session: Potential Litigation/Contractual Claim

# MINUTES OF THE REGULAR MEETING OF April 15, 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 15th day of April, 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
Alderman, Ward 2
Alderman, Ward 3
Joel Gallagher
Alderman, Ward 4
Scott Ferguson
Alderman, Ward 5
Raymond Flores
Alderman, Ward 6

Also present were Mayor Musselwhite, Sheila Heath, City Clerk, Andrea Mullen, Assistant City Clerk and Nick Manley, City Attorney. Approximately forty (40) other people were present.

Mayor Musselwhite called the meeting to order. Alderman Gallagher led in prayer, followed by the Pledge of Allegiance led by Alderman Ferguson. Next, a motion was made by Alderman Payne to approve the minutes of the regular meeting of April 1, 2014 with any corrections, deletions, or additions necessary. There being none the motion was seconded by Alderman Gallagher. Motion was put to a vote and passed unanimously.

## RESOLUTION FOR DONATION TO THE DESOTO ECONOMIC DEVELOPMENT COUNCIL SALUTE TO INDUSTRY

# RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI FOR DONATION TO THE DESOTO COUNTY ECONOMIC DEVELOPMENT COUNCIL SALUTE TO INDUSTRY

WHEREAS, the City of Southaven ("City") pursuant to Mississippi Code Section 21-19-44 and Local and Private Legislation Chapter 938 HB 1618 desires to make a donation to the Desoto County Economic Development Council Salute to Industry ("Council") for the purpose of promoting the Council and promote the City; and

WHEREAS, the City desires to donate the \$ 700.00 to further those purposes previously set forth.

## 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 21-19-44 and Local and Private Legislation Chapter 938 HB 1618, the Governing Body of the City hereby donates \$ 700.00 to the Council for the purpose of promoting the Council and promoting the City.

**SECTION 2.** On behalf of the City, the Mayor or his designee is authorized to take all actions to effectuate the intent of this Resolution.

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

voted: YES
voted: YES
voted: YES

RESOLVED AND DONE, this 15 day of April, 2014.

DARREN MUSSELWHITE, MAYOR

ATTEST:

SHEILA HEATH, CITY CLERK

#### RESOLUTION FOR REVISIONS TO PRECIOUS METALS ORDINANCE

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF SOUTHAVEN, MISSISSIPPI TO AMEND
THE CITY OF SOUTHAVEN CODE OF ORDINANCES
TITLE XIII "LICENSES AND MISCELLANEOUS
BUSINESS REGULATIONS," CHAPTER 4 "PRECIOUS METALS"
SECTIONS 8-96, 8-100, 8-102, 8-104, 8-105

The Mayor and Board of Aldermen of the City of Southaven, Mississippi (the "City") considered the matter of amending the Southaven Code of Ordinances, specifically TITLE XIII "LICENSES AND MISCELLANEOUS BUSINESS REGULATIONS," CHAPTER 4 "PRECIOUS METALS" SECTIONS 8-96, 8-100, 8-102, 8-104, 8-105 ("Ordinances")

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

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI TO AMEND THE CITY OF SOUTHAVEN CODE OF ORDINANCES, TITLE XIII "LICENSES

AND MISCELLANEOUS BUSINESS REGULATIONS," CHAPTER 4 "PRECIOUS METALS" SECTIONS 8-96, 8-100, 8-102, 8-104, 8-105

WHEREAS, pursuant to Miss. Code 21-19-15, the City has the power to make all needful police regulations necessary for the preservation of good order and peace of the municipality and to prevent injury to, destruction of, or interference with public or private property.; and

WHEREAS, pursuant to Mississippi Code Section 75-95-1, et. seq., the State of Mississippi ("State") has established laws for the purchasing and resale of precious items; and

WHEREAS, pursuant to dictates of Mississippi law and Mississippi Supreme Court precedent, the City desires to adhere and pass ordinances which are consistent with the applicable State statures (*Maynard v. City of Tupelo*, 691 So. 2d 385, 388 (Miss. 1997)); and

WHEREAS, the City desires to amend the Ordinance to be consistent with the applicable Mississippi Code Sections; and

WHEREAS, the Ordinances, as amended, provide specific guidelines for the governmental authorities, and serves the legitimate City interest; and

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

NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI, THAT RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI TO AMEND THE CITY OF SOUTHAVEN ORDINANCES AS FOLLOWS:

## TITLE XIII "LICENSES AND MISCELLANEOUS BUSINESS REGULATIONS," CHAPTER 4 "PRECIOUS METALS" SECTION 8-96 (DEFINITIONS) SHALL BE AMENDED TO STATE:

- (1) As used in this section, the following words and phrases have the meanings ascribed in this section unless the context clearly indicates otherwise:
- (a) "Dealer" or "Broker" means any person, corporation or partnership that engages in the business of purchasing precious items for the purpose of reselling such items in any form. The term "dealer" does not include a manufacturer, retail merchant, pawnbroker licensed under the Mississippi Pawnshop Act (Article 7, Chapter 67, Title 75, Mississippi Code of 1972) or person in the wholesale business, nor does it include any person who purchases precious items at a social gathering in a private residence.
- (b) "Permanent place of business" means a fixed premises either owned by the dealer or leased by the dealer for at least one (1) year.
  - (c) "Precious item" means any of the following:
    - (i) An article made, in whole or in part, of gold, silver or platinum.
    - (ii) Precious or semiprecious stones or pearls, whether mounted or unmounted.
- (d) "Purchase" means the acquisition of a precious item or items for a consideration of cash, goods or another precious item.

- (2) This section shall not apply to any person who purchases precious items from a retail merchant, pawnbroker licensed under the Mississippi Pawnshop Act, manufacturer or wholesale dealer, nor does it apply to any person who purchases precious items at a social gathering in a private residence.
- (3) For purposes of this section, the term "private residence" means a separate dwelling of a separate apartment in a multiple dwelling, which is occupied by members of a single family unit.

## TITLE XIII "LICENSES AND MISCELLANEOUS BUSINESS REGULATIONS," CHAPTER 4 "PRECIOUS METALS" SECTION 8-100 (LOG OF TRANSACTIONS REQUIRED) SHALL BE AMENDED TO STATE:

- (1) Each dealer or broker shall keep the following information for six (6) months from the date of purchase of a precious item:
- (a) The name, current address, date of birth and signature of the person from whom the dealer purchased the item.
- (b) A description of the person, including height, weight, race, complexion and hair color.
- (c) A copy and the serial number of a valid identification card number, as required under subsection (2).
  - (d) A list describing the items purchased from that person.

Upon the request of the Southaven Police Department, the dealer must make available any of the information required under this subsection.

- (2) Before making a purchase, a dealer or broker shall require the person from whom he or she is purchasing the precious item to identify himself or herself with a valid driver's license, non-driver's identification card, armed services identification card or other valid photo identification sufficient to obtain the information required under subsection (1). The photo identification must contain a traceable serial number, which must be recorded by the dealer. The Southaven Police Department shall make available to each dealer a list of the forms of photo identification that are acceptable under this chapter.
- (3) Each dealer or broker, at least once each week in which he or she makes a purchase, shall make out and deliver to the Southaven Police Department a true, complete and legible list of all items purchased during the period since the last report. If the Southaven Police Department has issued forms for the making of the reports, the dealer must use those forms to meet the requirements of this subsection. The list of items must include the following:
  - (a) The brand name and serial number, if any, of the item or items purchased.
- (b) An accurate description of each item sufficient to enable the Southaven Police Department identify the item.
  - (c) The date and time when the item was received.
  - (d) The amount paid for each item.
  - (e) All information required under subsection (1) of this section.

TITLE XIII "LICENSES AND MISCELLANEOUS BUSINESS REGULATIONS," CHAPTER 4 "PRECIOUS METALS" SECTION 8-102 (ITEMS MUST REMAIN UNCHANGED; WAITING PERIOD PRIOR TO RESALE) SHALL BE AMENDED TO STATE:

## ITEMS MUST REMAIN UNCHANGED; WAITING PERIOD PRIOR TO RESALE; PURCHASES FROM MINORS RESTRICTED

- (1) Any item purchased must be held in the dealer's or broker's custody in the same shape and form for which it was receipted for fifteen (15) business days after delivering the list of items required under Section 8-100 to the Southaven Police Department.
- (2) A dealer or broker may make payment to a seller only by check made payable to a named actual intended seller.
- (3) It is presumptive evidence of intent to violate this ordinance if the items purchased are not listed or fail to agree with the description contained in the required list.
- (4) On notification by the Southaven Police Department or district attorney's office that the items purchased are the fruits of a crime, a dealer may not dispose of those items.
- (5) A dealer may not purchase items from any person under eighteen (18) years of age unless the person is accompanied by a parent or guardian who submits the identification required under Section 8-100.

TITLE XIII "LICENSES AND MISCELLANEOUS BUSINESS REGULATIONS," CHAPTER 4 "PRECIOUS METALS" SECTION 8-104 (PURCHASES FROM MINORS SHALL BE RESTRICTED) SHALL BE REPEALED.

TITLE XIII "LICENSES AND MISCELLANEOUS BUSINESS REGULATIONS," CHAPTER 4 "PRECIOUS METALS" SECTION 8-105 (VIOLATIONS; PENALTY) SHALL BE AMENDED TO STATE:

A violation of this ordinance is a misdemeanor punishable by a fine of not more than One Thousand Dollars (\$ 1,000.00) or by imprisonment in the county jail for not more than six (6) months, or by both fine and imprisonment.

**NOW, THEREFORE BE IT ORDERED** that the City Clerk, pursuant to Miss. Code 21-13-11, provide notice of the adoption of the Ordinance in the *Desoto Times* for one (1) time.

NOW, THEREFORE BE IT ORDERED due to the City's desire and duty to provide for the immediate preservation of the public peace by protecting private property and based on the unanimous vote of all members of the governing body, this ordinance and amendments thereto shall be effective immediately.

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

Alderman Kristian Kelly Alderman Shirley Beshears Alderman George Payne

voted: YES voted: YES

voted: YES

Alderman Joel Gallagher voted: YES
Alderman Scott Ferguson voted: YES
Alderman Raymond Flores voted: YES
Alderman William Brooks 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 15th day of April, 2014.

#### CITY OF SOUTHAVEN, MISSISSIPPI

BY:	
	DARREN MUSSELWHITE, MAYOR
ATTEST:	
	<u></u>
SHEILA HEATH, CITY CLERK	

## RESOLUTION FOR REVISED FLOOD DAMAGE PREVENTION AND CONTROL ORDINANCE

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF SOUTHAVEN, MISSISSIPPI TO AMEND
THE CITY OF SOUTHAVEN CODE OF ORDINANCES
TITLE VI "FLOOD DAMAGE PREVENTION AND CONTROL"
AND ADOPT THE FLOOD MAPS AS SET FORTH BY THE
FEDERAL EMERGENCY MANAGEMENT AUTHORITY

The Mayor and Board of Aldermen of the City of Southaven, Mississippi (the "City"), considered the matter of amending the Southaven Code of Ordinances, specifically **TITLE VI FLOOD DAMAGE PREVENTION AND CONTROL** ("Ordinances")

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

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF SOUTHAVEN, MISSISSIPPI TO AMEND
THE CITY OF SOUTHAVEN CODE OF ORDINANCES, TITLE VI
FLOOD DAMAGE PREVENTION AND CONTROL
AND ADOPT THE FLOOD MAPS AS SET FORTH BY THE
FEDERAL EMERGENCY MANAGEMENT AUTHORITY

**HEREAS**, pursuant to Miss. Code 21-19-1, the City has the power to make regulations to secure the general health of the municipality; and

WHEREAS, the Mississippi Legislature has used the phrase "general health" in the context of flood control, and in granting authority to municipalities (Miss. Code 51-35-303); and

WHEREAS, pursuant to Miss. Code 51-35-303, the City has the power to promote the balanced economic development of the State of Mississippi and to aid in flood control conservation, and development of lands and property, and of the general health and welfare of the people of the State of Mississippi; and

WHEREAS, it is further determined and declared that the diversion and control of the waters of any rivers on their tributaries and their overflow waters in or near the City for the protection and development of domestic, municipal, commercial, industrial, and manufacturing functions, for flood control, and for pollution abatement are, as a matter of public policy, for the general welfare of the people of the City and State of Mississippi; and

WHEREAS, pursuant to the directives of the Mississippi Emergency Management Association and Federal Emergency Management Authority, due to the recent modifications to

the Special Flood Hazard Area (SFHA), the City is required to adopt new map panels and revise the City Ordinances to maintain the City's current enrollment in the National Flood Insurance Program (NFIP); and

WHEREAS, the Ordinances, as amended, provide specific guidelines for the governmental authorities, and serves the legitimate City interest; and

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

NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI, THAT RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI TO AMEND THE CITY OF SOUTHAVEN ORDINANCES AS FOLLOWS:

#### Title VI - FLOOD DAMAGE PREVENTION AND CONTROL [1]

CHAPTER 1. - STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE

AND OBJECTIVES

**CHAPTER 2. - DEFINITIONS** 

**CHAPTER 3. - GENERAL PROVISIONS** 

**CHAPTER 4. - ADMINISTRATION** 

CHAPTER 5. - PROVISIONS FOR FLOOD HAZARD REDUCTION

**CHAPTER 6. - VARIANCE PROCEDURES** 

CHAPTER 7. - SERVERABILITY

FOOTNOTE(S):

**—** (1) **—** 

Editor's note— This ordinance, effective May 5, 2014, repealed the former Title VI

An ordinance effective June 4, 2007 repealed the former Title VI

An ordinance adopted March 4, 2003, repealed the former Tit. VI,

**Editor's note**— An ordinance adopted March 4, 2003, repealed the former Tit. VI, §§ 6-1—6-17, 6-36—6-40, which pertained to similar subject matter and derived from Ord. No. 62, art. 1 (§§ A—D), art. 2, art. 3 (§§ A—H), art. 4 (§§ A—D) and art. 5 (§§ A—E) adopted May 1, 1990, and an ordinance adopted Jan. 5, 1999. (Back)

**Cross reference**— Buildings and building regulations, Tit. IV; fire prevention and protection, Tit. V; garbage, trash and refuse, Tit. VII; motor vehicles and traffic, Tit. IX; streets, Tit. XI; subdivision regulations, Tit. XII; zoning regulations, Tit. XIII. (Back)

CHAPTER 1. - STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE AND OBJECTIVES

Sec. 6-1. - Statutory authorization.

Sec. 6-2. - Findings of fact.

Sec. 6-3. - Statement of purpose.

Sec. 6-4. - Objectives.

Sec. 6-5. - Methods of reducing flood losses.

#### Sec. 6-1. - Statutory authorization.

The Legislature of the State of Mississippi has in MCA 1972, Tit. 17, Ch. 1, delegated the responsibility to local government units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the mayor and board of aldermen of the city do hereby adopt the following floodplain management regulations.

#### Sec. 6-2. - Findings of fact.

- (a) The flood hazard areas of the city are subject to periodic inundation, which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.
- (b) These flood losses are caused by the cumulative effect of obstructions inside and outside floodplains causing increases in flood heights and velocities, and by the occupancy in flood hazard areas by uses vulnerable to floods or hazardous to other lands which are inadequately elevated, flood-proofed, or otherwise unprotected from flood damages.

#### Sec. 6-3. - Statement of purpose.

It is the purpose of this title to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- (1) Restrict or prohibit uses which are dangerous to health, safety and property due to water of erosion hazards, which result in damaging increases in erosion or in flood heights or velocities;
- (2) Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
- (3) Control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of flood waters;
- (4) Control filling, grading, dredging and other development which may increase erosion or flood damage; and
- (5) Prevent or regulate the construction of flood barriers which will unnaturally divert floodwaters of which may increase flood hazards to other lands.

#### **CHAPTER 1. cont.**

#### Sec. 6-4. - Objectives.

The objectives of this title are to:

- (1) Protect human life and health;
- (2) Minimize expenditure of public money for costly flood control projects;
- (3) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (4) Minimize prolonged business interruptions;
- (5) Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, street and bridges located in floodplains;
- (6) Help maintain a stable tax base by providing for the sound use and development of flood prone areas in such a manner as to minimize flood blight areas; and
- (7) Ensure that potential homebuyers are notified that property is in a floodprone area.

#### Sec. 6-5. - Methods of reducing flood losses.

In order to accomplish its purposes, this title includes methods and provisions for:

- (1) Restricting or prohibiting uses which are dangerous to health, safety, and property due to water or erosion hazards, or which result in damaging increases in erosion or in flood heights or velocities
- (2) Requiring that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
- (3) Controlling the alteration of natural floodplains, stream channels, and natural protective barriers which help accommodate or channel flood waters;
- (4) Controlling filling, grading, dredging, and other development which may increase flood damage
- (5) Preventing or regulating the construction of flood barriers that will unnaturally divert floodwaters or may increase flood hazards in other areas.

#### CHAPTER 2. - DEFINITIONS

Sec. 6-6. - Enumerated.
Secs. 6-7—6-9. - Reserved.

#### Sec. 6-6. - Enumerated.

Unless specifically defined below, words or phrases used in this title shall be interpreted so as to give them the meaning they have in common usage and to give this title its most reasonable application.

A zone means portions of the SFHA in which the base flood elevations are not determined.

AE zone is the special flood hazard area where base flood elevations are determined.

Accessory structure (appurtenant structure) means a structure, which is located on the same parcel of property as the principle structure and the use of which is incidental to the use of the principle structure. Accessory structures should constitute a minimal initial investment, may not be used for human habitation, and be designed to have minimal flood damage potential. Examples of accessory structures are detached garages, carports, storage sheds, pole barns, and hay sheds.

Addition (to an existing building) means any walled and roofed expansion to the perimeter or height of a building. Any addition shall be considered new construction. If the addition is more that 50% of the market value of the structure, then the addition and the existing structure are now new construction.

AH zone means an area of 1% chance of shallow flooding where depths are between 1 and 3 feet (usually shallow ponding), base flood elevations are shown.

AO zone means an area of 1% chance shallow flooding where depths are between one (1) and three (3) feet (usually sheet flow on sloping terrain), flood depths are shown.

Appeal means a request for a review of the floodplain administrator's interpretation of any provision of this title or a request for a variance.

AR/AE, AR/AH, AR/AO, and AR/A zones are SFHAs that result from the decertification of a previously accredited flood protection system that is in the process of being restored to provide a 1% chance or greater level of flood protection. After restoration is complete, these areas will still experience residual flooding from other flooding sources.

A99 zone means that part of the SEHA inundated by the 1% chance flood to be protected from the 1% chance flood by a federal flood protection system under construction, no base flood elevations are determined.

Area of shallow flooding means a designated AO or AH zone on the community's Flood Insurance Rate Map (FIRM) with flood depths from one (1) to three (3) feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Area of special flood hazard means the land in the floodplain within a community subject to a one (1) percent or greater chance of flooding in any given year. Also referred to as the Special Flood Hazard Area (SFHA)

#### CHAPTER 2. cont.

B and X zones (shaded) are areas of 0.2 % chance flood, areas subject to the 1 % chance flood with average depths of less than one (1) foot or with contributing drainage area less than one (1) square mile, and areas protected by certified levees from the base flood.

Base flood means the flood having a one (1) percent chance of being equaled or exceeded in any given year (also called the "one-hundred-year flood").

Base flood elevation (BFE) means the elevation shown on the Flood Insurance Study (FIS) for zones AE, AH, AR, AR/A, AR/AE, , AR/AH, AR/AO, and VE that indicates the water surface elevation resulting from a flood that has a 1-percent or greater chance of being equaled or exceeded in any given year.

Basement means that portion of a building having its floor sub-grade (below ground level) on all sides.

Breakaway wall means a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces without causing damage to the elevated portion of the building or the supporting foundation system. This is associated with VE zone construction.

Building. See "structure."

Community means a political entity or its authorized agents or representatives that have the authority to adopt and enforce floodplain ordinances for the area under its jurisdiction.

Community Floodplain Management Map means any map produced by the community utilizing best available base flood elevation and floodway data that is from a federal, state, or other accepted technical source.

Community rating system (CRS) means a program developed by the Federal Insurance Administration to provide incentives for those communities in the regular program that have gone beyond the minimum floodplain management requirements to develop extra measures to provide protection from flooding.

Community flood hazard area (CFHA) means an area that has been determined by the floodplain administrator (or other delegated, designated, or qualified community official) from available technical studies, historical information, and other available and reliable sources, which may be subject to periodic inundation by floodwaters that can adversely affect the public health safety and general welfare. This includes areas downstream from dams.

Critical facility (also called critical action) means a facility for which the effects of even a slight chance of flooding would be too great. The minimum floodplain of concern for critical facilities is the 0.2 percent chance flood level. Critical facilities include, but are not limited to facilities critical to the health and safety of the public such as: emergency operations centers designated public shelters, schools, nursing homes, hospitals, police, fire and emergency response installations, vital data storage centers,, power generation and water and other utilities (including related infrastructure such as principal points of utility systems) and installations which produce, use or store hazardous materials or hazardous waste (as defined by the Clean Water Act and other Federal statutes and regulations).

D zone means an area in which the flood hazard is undetermined.

Dam is any artificial barrier, including appurtenant works, constructed to impound or diverwater, waste water, liquid borne materials, or solids that may flow if saturated. All structures necessary to maintain the water level in an impoundment or to divert a stream from its course will be considered a dam.

#### CHAPTER 2. cont.

Development means any man-made change to improved or unimproved real estate including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving excavating, drilling operations, or storage of materials or equipment.

Dry Floodproofing means any combination of structural and nonstructural additions changes, or adjustments to structures, which reduce or eliminate flood damages to real estate or improved real estate property, water, and sanitary facilities, structures, and their contents Structures shall be floodproofed with a minimum of 12 inches of freeboard (more is recommended) in relation to the base flood elevation. Dry floodproofing of a pre-FIRM residential structure that has not been substantially damaged or improved is allowed. Dry floodproofing of a post-FIRM residential building is not allowed. Non-residential structures may be dry floodproofed in all flood zones with the exception of the Coastal High Hazard Area or the Coastal AE Zone.

Elevated building means, for insurance purposes, a non-basement building built to have the lowest floor elevated above the ground level by means of solid foundation perimeter walls, pilings columns posts, piers and shear walls.

Elevation certificate is a FEMA form used as a certified statement that verifies a building's elevation information.

Emergency program means the first phase under which a community participates in the NFIP. It is intended to provide a first layer amount of insurance coverage for all insurable buildings in that community before the effective date of the initial FIRM.

Enclosure below the Lowest Floor see "Lowest Floor".

Encroachment means the advance or infringement of uses, plant growth, fill, excavation buildings, structures or development into a floodplain, which may impede or alter the flow capacity of a floodplain.

Executive Order 11988 (Floodplain Management) this order requires that no federally assisted activities be conducted in or have the potential to affect identified Special Flood Hazard Areas, unless there is no practicable alternative.

Executive Order 11990 (Wetlands Protection) this order requires the avoidance of adverse impacts associated with the destruction or modification of Wetlands.

Existing construction means any structure for which the "start of construction" commenced before April 15, 1980.

Existing manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community before September 18, 1987.

Expansion to an existing manufactured home park or subdivision means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Fill means a deposit of earthen materials placed by artificial means.

Five-hundred-year flood means the flood that has a two-tenths (0.2) percent chance of being equaled or exceeded in any year. Areas subject to the five-hundred-year flood have a moderate risk of flooding.

Flood or flooding means a general and temporary condition of partial or complete inundation of normally dry land areas from:

#### **CHAPTER 2. cont.**

- The overflow of inland or tidal waters;
- (2) The unusual and rapid accumulation or runoff of surface waters from any source.
- (3) Mudslides which are proximately caused by flooding and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.
- (4) The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as a flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding.

Flood (insurance definition) means a general and temporary condition of partial or complete inundation of two or more acres of normally dry land areas or of two or more properties (e.g. a building and a public street) from (1) overflow of inland or tidal waters (2) unusual and rapid accumulation or runoff of surface waters(3) mudflows caused by flooding.

Flood boundary and floodway map (FBFM) means the official map on which the Federal Emergency Management Agency (FEMA) or Federal Insurance Administration (FIA) has delineated the areas of flood hazards and regulatory floodway.

Flood insurance rate map (FIRM) means an official map of a community, on which FEMA has delineated both the areas of special flood hazard and the risk premium zones applicable to the community.

Flood insurance study (FIS) is the document which provides an examination, evaluation, and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation, and determination of mudslide and/or flood-related erosion hazards.

Floodplain means any land area susceptible to being inundated by flood waters from any source.

Floodplain administrator means the individual appointed to administer and enforce the floodplain management regulations.

Floodplain management means the operation of an overall program of corrective and preventive measures for reducing flood damage and preserving and enhancing, where possible, natural resources in the floodplain, including but not limited to emergency preparedness plans, flood control works, floodplain management regulations, and open space plans.

Floodplain management regulations means this title and other zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances, and other applications of police power which control development in flood-prone areas. This term describes

federal, state or local regulations in any combination thereof, which provide standards for preventing and reducing flood loss and damage.

Floodproofing certificate is an official FEMA form used to certify compliance for non-residential structures, in non-Coastal High Hazard Areas, as an alternative to elevating buildings to or above the BFE.

Floodway means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot.

#### **CHAPTER 2. cont.**

Floodway fringe means that area of the floodplain on either side of the regulatory floodway.

Flood Protection Elevation is the base flood elevation plus the community freeboard. In areas where no base flood elevations exist from any authoritative source, the flood protection elevation can be historical flood elevations or base flood elevations determined and/or approved by the floodplain administrator plus freeboard.

Freeboard means a factor of safety, usually expressed in feet above the BFE, which is applied for the purposes of floodplain management. It is used to compensate for the many unknown factors that could contribute to flood heights greater than those calculated for the base flood.

Functionally dependent facility means a facility which cannot be used for its intended purpose unless it is located or carried out in close proximity to water, such as a docking or por facility necessary for the loading and unloading of cargo or passengers, ship building, ship repair or seafood offloading facilities. The term does not include long-term storage, manufacture processing functions, sales, administrative functions, or service facilities.

Hardship (as related to variances of this title) means the exceptional difficulty that would result from a failure to grant the requested variance. The Mayor and Board of Aldermen require that the variance is exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is not exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors likewise cannot as a rule qualify as an exceptional hardship. All of these problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.

Hazard Potential means the possible adverse incremental consequences that result from the release of water of stored contents due to failure of a dam or mis-operation of a dam or appurtenances. The hazard potential classification of a dam does not reflect in any way on the current condition of a dam and its appurtenant structures (e.g. safety, structural integrity, and flood routing capacity).

High Hazard Dam means a class of dam in which failure may cause loss of life, serious damage to residential, industrial, or commercial buildings; or damage to, or disruption of important public utilities or transportation facilities such as major highways or railroads. Dams which meet the statutory thresholds for regulation that are proposed for construction in established or proposed residential, commercial, or industrial areas will be assigned this classification, unless the applicant provides convincing evidence to the contrary. A development permit is required for a structure and any associated fill downstream from a dam at any location where flooding can be reasonably anticipated from principal or emergency spillway discharges, or from overtopping and failure of the dam.

Highest adjacent grade means the highest natural elevation of the ground surface, prior to construction, next to the proposed walls of a building.

Historic structure means any structure that is:

- (1) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- (2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- (3) Individually listed on the State of Mississippi Inventory of Historic Structures, or

**CHAPTER 2. cont.** 

- (4) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
- a. By an approved state program as determined by the Secretary of the Interior; or
- b. Directly by the Secretary of the Interior in states without approved programs.

Hydrologic and hydraulic engineering analyses means the analyses performed by a professional engineer, registered in the state of Mississippi, in accordance with standard engineering practices as accepted by FEMA, used to determine flood elevations and/or floodway boundaries.

Increased cost of compliance (ICC) coverage means under the standard flood insurance policy the cost to repair a substantially flood damaged building that exceeds the minimal repair cost and that is required to bring a substantially damaged building into compliance with the local flood damage prevention ordinance. Acceptable mitigation measures are floodproofing (non-residential), elevation, relocation, demolition, or any combination thereof. All renewal and new policies with effective dates on or after June 1, 1997, will include ICC coverage.

Letter of Map Change (LOMC) is an official FEMA determination, by letter, to amend or revise effective Flood Insurance Rate Maps, Flood Boundary and Floodway Maps, and Flood Insurance Studies. LOMC's are broken down into the following categories:

- Letter of map amendment (LOMA) an amendment based on technical data showing that a property was incorrectly included in a designated SFHA, was not elevated by fill (only by a natural grade elevation) and will not be inundated by the one percent chance flood. A LOMA amends the current effective FIRM and establishes that a specific property is not located in a SFHA.
- (2) Letter of map revision (LOMR) A revision based on technical data that, usually due to manmade changes, shows changes to flood zones, flood elevations, Floodplain and floodway delineations, and planimetric features. One common type of LOMR, a LOMR-F, is a determination concerning whether a structure or parcel has been elevated by fill above the BFE and is, therefore, excluded from SFHA.
- (3) Conditional letter of Map Revision A formal review and comment by FEMA as to whether a proposed project complies with the minimum NFIP floodplain management criteria. A CLOMR does not revise effective Flood Insurance Rate Maps, Flood Boundary and Floodway Maps, or Flood Insurance Studies.

Levee means a man-made structure; usually an earthen embankment designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

Levee System means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices. For a levee system to be recognized, the following criteria must be met. All closure devices or mechanical systems for internal drainage, whether manual or automatic, must be operated in accordance with an officially adopted operation manual (a copy of which must be provided to FEMA by the operator when the levee or drainage system recognition is being sought or revised). All operations must under the jurisdiction of a Federal or State Agency, an agency created by Federal or State law, or an agency of a community participating in the NFIP.

Limit of Moderate Wave Action (LiMWA) is the limit of the AE Zone category area exposed to wave attack from waves greater than 1.5 feet during the base flood (one percent chance) on open coastal and inland areas exposed to erosion and wave propagation.

#### **CHAPTER 2. cont.**

Low Hazard Dam means a class of dam in which failure would at the most result in damage to agricultural land, farm buildings (excluding residences), or minor roads.

Lowest adjacent grade means the elevation of the sidewalk, patio, deck support, or basement entryway immediately next to the structure and after the completion of construction. It does not include earth that is placed for aesthetic or landscape reasons around a foundation wall. It does include natural ground or properly compacted fill that comprises a component of a building's foundation system.

Lowest floor means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, used solely for parking of vehicles, building access, or storage, in an area other than a basement, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the non-elevation provisions of this code.

Manufactured home (44CFR 59.1 definition / FEMA) means a building, transportable in one (1) or more sections, which is built on a permanent chassis and designed to be used with or

without a permanent foundation when connected to the required utilities. The term manufactured home does not include a "recreational vehicle".

Manufactured Housing (24 CFR 3280.3 and 3285.5 definitions / HUD) means "...a structure transportable in one or more sections, which in the traveling mode is 8 body feet or more in width or 40 body feet in length or which when erected on-site is 320 or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities."

Manufactured home park or subdivision means a parcel (or contiguous parcels) of land divided into two (2) or more manufactured home lots for rent or sale.

Map amendment means a change to an effective NFIP map that results in the exclusion from the SFHA or an individual structure or a legally described parcel of land that has been inadvertently included in the SFHA (i.e., no alterations of topography have occurred since the date of the first NFIP map that showed the structure or parcel to be within the SFHA.

Map panel number means the four-digit number followed by a letter suffix assigned by FEMA on a FIRM map. The first four (4) digits represent the map panel, and the letter suffix represents the number of times the map panel has been revised. (The letter "A" is not used by FEMA. The letter "B" is the first revision.)

Market value means the building value, excluding the land (as agreed between a willing buyer and seller), as established by what the local real estate market will bear. Market value can be established by independent certified appraisal, replacement cost depreciated by age of building (actual cash value) or adjusted assessed values.

Mean sea level means, for the purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929, North American Vertical Datum (NAVD) of 1988, or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map (FIRM) are referenced.

Mitigation means sustained actions taken to reduce or eliminate long-term risk to people and property from hazards and their effects. The purpose of mitigation is twofold: to protect people and structures, and to minimize the costs of disaster response and recovery.

National Flood Insurance Program (NFIP) means the federal program that makes flood insurance available to owners of property in participating communities nationwide through the cooperative efforts of the Federal Government and the private insurance industry.

National Geodetic Vertical Datum (NGVD) as corrected in 1929 means a vertical control used as a reference for establishing varying elevations within the floodplain.

#### CHAPTER 2. cont.

New construction means any structure or an addition to a structure for which the "start of construction" commenced after September 18, 1987. The term also includes any subsequent improvements to such a structure.

New manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain regulations adopted by a community.

Non-residential means, but is not limited to; small business concerns, churches, schools farm buildings (including grain bins and silos), poolhouses, clubhouses, recreational buildings mercantile structures, agricultural and industrial structures, warehouses, and hotels or motels with normal room rentals for less than six (6) months duration.

North American Vertical Datum (NAVD) of 1988 means a vertical control, corrected in 1988 used as a reference for establishing varying elevations within the floodplain.

Obstruction includes, but is not limited to, any dam, wall, wharf, embankment, levee, dike pile, abutment, protection, excavation, channelization, bridge, conduit, culvert, building, wire fence, rock, gravel, refuse, fill, structure, vegetation or other material in, along, across or projecting into any watercourse which may alter, impede, retard or change the direction and/or velocity of the flow of water, or due to its location, its propensity to snare or collect debris carried by the flow of water, or its likelihood of being carried downstream.

One Percent Flood (aka 100-Year Flood) means the flood that has a one (1) percent chance of being equaled or exceeded in any given year. Any flood zone that begins with the letter A or V is subject to inundation by the one percent chance flood. Over the life of a thirty-year loan, there is a twenty-six (26) percent chance of experiencing such a flood with the SFHA.

Participating community means any community that voluntarily elects to participate in the NFIP by adopting and enforcing floodplain management regulations that are consistent with the standards of the NFEP.

Post-FIRM construction means construction or substantial improvement that started on or after the effective date of the initial FIRM of the community or after December 31, 1974, whichever is later.

*Pre-FIRM construction* means new construction or substantial improvement, which started on or before December 31, 1974, or before the effective date of the initial FIRM of the community, whichever is later.

*Probation* is a means of FEMA formally notifying participating communities of the first of the two step NFIP sanctions due to their failure to correct violations and deficiencies in the administration and enforcement of the local floodplain management regulations.

Public safety and nuisance [means] anything which is injurious to safety or health of an entire community or neighborhood, or any considerable number of persons, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, or river, bay, stream, canal, or basin.

Recreational vehicle means a vehicle that is:

- (1) Built on a single chassis;
- (2) Four hundred (400) square feet or less when measured at the largest horizontal projection;
- (3) Designed to be self-propelled or permanently towable by a light duty truck; and,
- (4) Designed primarily not for use as a permanent dwelling but as a temporary living quarters for recreational, camping, travel, or seasonal use.

#### **CHAPTER 2. cont.**

- (5) Has no attached deck, porch, or shed;
- (6) Has quick-disconnect sewage, water, and electrical connectors;
- (7) Licensed and titled as an RV or Park model (not a permanent residence);

Regular program means the second phase of the community's participation in the NFIP in which a second layer coverage is available based upon risk premium rates only after FEMA has completed a risk study for the community.

Regulatory floodway means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot.

Repair means the reconstruction or renewal of any part of an existing building for which the start of construction commenced on or after the effective date of a floodplain management regulation adopted by a community and all such regulations effective at the time of permitting must be met.

Repetitive Loss means flood-related damages sustained by a structure on two (2) separate occasions during a ten-year period in which the cost of repairing the flood damage, on the average, equaled or exceeded twenty-five (25) percent of the market value of the building at the time of each such flood event.

Repetitive Loss Property is any insurable building for which two or more claims of more than \$1,000 were paid by the National Flood Insurance Program (NFIP) within any rolling 10 year period, since 1978. At least two of the claims must be more than ten days apart but, within ten years of each other. A RL property may or may not be currently insured by the NFIP.

Section 1316 means that section of the National Flood Insurance Act of 1968, as amended, which states that no new flood insurance coverage shall be provided for any property that the administrator finds has been declared by a duly constituted state or local zoning authority or other authorized public body to be in violation of state or local laws, regulations, or ordinances that are intended to discourage or otherwise restrict land development or occupancy in flood-prone areas.

Severe Repetitive Loss Structure means any insured property that has met at least one of the following paid flood loss criteria since 1978, regardless of ownership:

- (1) Four or more separate claim payments of more than \$5,000 each (including building and contents payments); or
- (2) Two or more separate claim payments (building payments only) where the total of the payments exceeds the current market value of the property.

In either case, two of the claim payments must have occurred within ten years of each other. Multiple losses at the same location within ten days of each other are counted as one loss, with the payment amounts added together.

Significant hazard dam means a dam assigned the significant hazard potential classification where failure may cause damage to main roads, minor railroads, or cause interruption of use, or service of relatively important public utilities.

Special flood hazard area (SFHA) means that portion of the floodplain subject to inundation by the base flood and/or flood-related erosion hazards as shown on a FHBM or FIRM as zone A AE, AH, AO, AR, AR/AE, AR/AO, AR/AH, AR/A, A99, or VE.

Start of construction (for other than new construction or substantial improvements under the Coastal Barrier Resources Act, P.L. 97-348), includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair reconstruction, or improvement was within one hundred eighty (180) days of the permit date. The actual start means the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of

#### CHAPTER 2. cont.

slabs or footings, installation of piles, construction of columns, or any work beyond the stage of excavation or placement of a manufactured home on a foundation. Permanent construction does not `include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main building. For substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Structure (for floodplain management purposes), means a walled and roofed building including a gas or liquid storage tank that is principally above ground, as well as manufactured homes

Structure (for insurance purposes), means a building with two or more outside rigid walls and a fully secured roof, that is affixed to a permanent site; a manufactured home built on a permanent chassis, transported to a site in one or more sections, and affixed to a permanent foundation; or a travel trailer without wheels, built on a chassis and affixed to a permanent foundation, that is regulated under the community's Floodplain Management and Building Ordinances or laws. The term does not include a recreational vehicle or a park trailer or other similar vehicle, except as described in the last part of this definition, or a gas, or liquid storage tank.

Subdivision means any division, for the purposes of sale, lease, or development, either or the installment plan or upon any and all other plans, terms and conditions, of any tract or parcel or land into two (2) or more lots or parcels.

Subrogation means an action brought by FEMA when flood damages have occurred, flood insurance has been paid, and all or part of the damage can be attributed to acts or omissions by a community or other third party.

Substantial damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. Substantial damage also means flood-related damages sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.

Substantial improvement means any combination of reconstruction, rehabilitation, or other improvement of a structure taking place over a designated 10-year period in which the cumulative percentage of improvement equals or exceeds 50 percent of the current market value of the structure before the "start of construction" of the improvement. The designated 10-year period begins at the date of the initial improvement to the structure. The costs for determining substantial improvement include the cost of additions. This term includes structures which have incurred repetitive loss or substantial damage, regardless of the actual repair work performed. The term does not apply to:

- (1) Any project for improvement of a building required to comply with existing health sanitary, or safety code specifications which have been identified by the Code Enforcement Official and which are solely necessary to assure safe living conditions, provided that said code deficiencies were not caused by neglect or lack of maintenance on the part of the current or previous owners or;
- (2) Any alteration of a "historic structure" provided that the alteration will not preclude the structure's continued designation as a "historic structure"; or

Substantially improved existing manufactured home parks or subdivisions means where the repair, reconstruction, rehabilitation or improvement of the streets, utilities and pads equals or exceeds fifty (50) percent of the value of the streets, utilities and pads before the repair, reconstruction or improvement commenced.

#### CHAPTER 2. cont.

Suspension means the removal, with or without probation, of a participating community from the NFIP because the community failed to adopt and enforce the compliant floodplain management regulations required for participation in the NFIP.

Variance means a grant of relief from the requirements of this title, which permits construction in a manner otherwise prohibited by this title where specific enforcement would result in unnecessary hardship.

Violation means the failure of a structure or other development to be fully compliant with this title. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in this title is presumed to be in violation until such time as that documentation is provided.

Watercourse means any flowing body of water including a river, creek, stream, wash, channel or branch.

Water surface elevation means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929 or the North American Vertical Datum (NAVD) of 1988, (or other datum, where specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

Wet floodproofing means a method of construction which allows water to enter a structure in such a way that will minimize damage to the structure and its contents. Wet floodproofing is appropriate for functionally dependent use and uses that facilitate open space use by variance only, structures utilized for parking or limited storage, or when all other techniques are not technically feasible. Wet floodproofing shall not be utilized as a method to satisfy the requirements of this ordinance for bringing substantially damaged or improved structures into compliance. Wet floodproofing is not allowed in lieu of complying with the lowest floor elevation requirements for new residential buildings.

X zones (shaded) are areas of 0.2 percent chance flood that are outside of the SFHA subject to the one percent chance flood with average depths of less than one foot, or with contributing drainage area less than one square mile, and areas protected by certified levees from the base flood.

X zone (unshaded) are areas determined to be outside the 0.2 percent chance floodplain.

Zone means a geographical area shown on a Flood Hazard Boundary Map or a Flood Insurance Rate Map that reflects the severity or type of flooding in the area.

Secs. 6-7-6-9. - Reserved.

#### **CHAPTER 3. - GENERAL PROVISIONS**

Sec. 6-10. - Lands to which this title applies.

Sec. 6-11. - Basis for establishing the areas of special flood hazard.

Sec. 6-12. - Establishment of floodplain development permit.

Sec. 6-13. - Compliance.

Sec. 6-14. - Abrogation and greater restrictions.

Sec. 6-15. - Interpretation.

Sec. 6-16. - Standards for X Zones

Sec. 6-17. – Repetitive Loss Structures

Sec. 6-18. - Warning and disclaimer liability

Sec. 6-19. - Penalties for Violation

#### Sec. 6-10. - Lands to which this title applies.

This title shall apply to all areas within the jurisdiction of the City of Southaven, Mississippi.

#### Sec. 6-11. - Basis for establishing the areas of special flood hazard.

The areas of special flood hazard identified by the Federal Emergency Management Agency in the Flood Insurance Study for DeSoto County and Incorporated Areas, dated May 5, 2014, with the accompanying Flood Insurance Rate Maps (FIRM) panels numbers 55H, 56G, 57G, 59G, 70H, 76G, 77G, 78H, 79H, 81H, 83H, 90H, 91H, and 93H and other supporting data, are adopted by reference and declared to be a part of this title. The Flood Insurance Study and maps are on file at the City Engineer's Office.

#### Sec. 6-12. - Establishment of floodplain development permit.

A development permit shall be required in conformance with the provision of this title prior to the commencement of any development activities in identified special flood hazard areas and community flood hazard areas.

#### Sec. 6-13. - Compliance.

No structure or land shall hereafter be located, extended, converted or structurally altered without full compliance with the terms of this title and other applicable regulations.

#### Sec. 6-14. - Abrogation and greater restrictions.

This title is not intended to repeal, abrogate, or impair any existing easements, covenants, o deed restrictions. However, where this title and another conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

#### CHAPTER 3, cont.

#### Sec. 6-15. - Interpretation.

In the interpretation and application of this title all provisions shall be:

- Considered as minimum requirements;
- Liberally construed in favor of the governing body, and;
- (3) Deemed neither to limit nor repeal any other powers granted under state statutes.

#### Sec. 6-16.-Standards for X Zones (shaded/unshaded)

Any area outside the FEMA studied areas lying along blue line streams shown on the United States Department of the Interior Geological Survey quadrants of which the City of Southaven is contained and/or areas with flood prone soils which are contiguous to blue line streams as shown on the City of Southaven Flood Prone Soils Map shall also be considered community flood hazard areas. These areas contiguous to blue line streams are defined by a buffer of five times the width of the stream at the top of the bank or twenty feet each side from the top of the bank whichever is greater.

The X Zones (shaded/unshaded) are considered to be low to moderate risk flood zones and are located outside the community's delineated special flood hazard area and include the following:

- Areas outside the one percent chance flood zone, but within the 0.2 percent chance flood Zone, as determined by a detailed study;
- Areas outside the 0.2 percent chance flood zone as determined by a detailed study and;

3. Areas that have not yet been studied.

The community reserves the right to require further studies for any development within its jurisdiction, if there is evidence that a potential flood hazard exists. Studies can be used to designate community flood hazard areas. Such evidence may include but shall not be limited to: 1. Eyewitness reports of historic flooding or other reports of historic flooding deemed credible by

Geological features observed that resemble floodplains (such as flat areas along streams);

- Proximity to manmade or natural constructions such as road crossings that can cause backwater effects, and;
- 4. Drainage basin characteristics such as drainage area, slope, percent impervious cover, land use, etc.

#### Sec. 6-17.-Repetitive Loss Structures.

The Community may declare any existing structure as a repetitive loss structure as required to qualify the structure for increased cost of compliance (ICC) benefits allowed by a National Flood Insurance Program flood policy claim. To be declared a repetitive loss structure, the following conditions must be met:

1. The structure must have a flood insurance policy that includes the increased cost of compliance coverage and;

#### CHAPTER 3, cont.

2. The structure must have been flooded twice during a ten-year period with each flood event causing damage for which the repair cost equaled or exceeded 25% of the market value of the structure.

#### Sec. 6-18. - Warning and disclaimer of liability.

The degree of flood protection required by this title is considered reasonable for regulatory purposes and is based on scientific and engineering consideration. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This title does not imply that land outside the areas of special flood hazard and community flood hazard areas or uses permitted within such areas will be free from flooding or flood damages. This title shall not create liability on the part of Mayor and Board of Aldermen of the City of Southaven or by any officer or employee thereof for any flood damages that result from reliance on this title or any administrative decision lawfully made there under.

#### Sec. 6-19. – Enforcement, Penalties, and violations.

Violation of the provisions of this Ordinance or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions, shall constitute a misdemeanor. Any person who violates this title or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than five hundred dollars (\$500.00) or imprisoned for not more than thirty (30) days, or both, and in addition, shall pay all costs and expenses involved in the case. Each act of violation and each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent the floodplain administrator from taking such other lawful actions as is necessary to prevent or remedy any violation.

#### **CHAPTER 4. - ADMINISTRATION**

Sec. 6-20. - Designation of flood damage prevention ordinance administrator.

Sec. 6-21. - Permit procedures.

Sec. 6-22. - Powers, duties and responsibilities of the floodplain administrator.

Sec. 6-23—6-29. - Reserved.

#### Sec. 6-20. - Designation of flood damage prevention ordinance administrator.

The Mayor and Board of Aldermen of the City of Southaven hereby appoints the City Engineer to administer and implement the provisions of this title and is herein referred to as the Floodplain Administrator and/or the Administrator.

#### Sec. 6-21. - Permit procedures.

Application for a development permit shall be made to the floodplain administrator on forms furnished by him or her prior to any development activities, and may include, but not be limited to, the following plans in duplicate drawn to scale showing the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, earthen fill, storage of

materials or equipment, drainage facilities, and the location of the foregoing. Specifically, the following information is required:

(1) Application stage.

a. Elevation in relation to mean sea level of the proposed lowest floor (including basement) of all buildings, which will be submitted on a FEMA Form 81-31 (Elevation Certificate) by a state of Mississippi registered engineer or surveyor;

Elevation in relation to mean sea level to which any non-residential building in an A zone

will be floodproofed;

c. Certificate from a state of Mississippi registered professional engineer or architect that the nonresidential flood-proofed building will meet the flood-proofing criteria in section 6-21(2), section 6-31(2);

d. No floodplain development permit can be issued to any mobile, modular, or permanently constructed residence, building or facility unless the owner, lessee, or developer obtains a Notice of Intent from the Mississippi State Health Department, pursuant to the MS Individual On-Site Wastewater Disposal System Law (2009), for a recommendation of a sewage system of Proof of Compliance from the proper Sewer and Water District;

Description of the extent to which any watercourse will be altered or relocated as result or

proposed development; and

(2) Construction stage. Upon placement of the lowest floor, before framing continues, or flood-proofing by whatever construction means, it shall be the duty of the permit holder to submit to the floodplain administrator a certification of the NAVD or NGVD elevation of the relation to mean sea level. Said certification shall be prepared by or under the direct supervision of a Registered Land Surveyor or Professional Engineer, who is authorized by the state of Mississippi to certify such information, and certified by same. When flood proofing is utilized for a particular building, said certification shall be prepared by or under the direct supervision of a Professional Engineer or Architect, who is authorized by the State of Mississippi to certify such information, and certified by same. Floodproofing shall be required to be 18 inches (18") above the base flood elevation.

Any work undertaken prior to submission of the certification shall be at the permit holder's risk. (The floodplain administrator shall review the lowest floor and flood-proofing elevation survey data submitted.) The permit holder immediately and prior to further progressive work being **CHAPTER 4, cont.** 

permitted to proceed shall correct deficiencies detected by such review. Failure to submit the survey or failure to make said corrections required hereby, shall be cause to issue a stop-work order for the project.

In any lot or lots/areas that have been removed from the special flood hazard area via Letter of Map Revision Based on Fill, and if the top of fill level is below the freeboard elevation, all new structures, additions, to existing buildings or substantial improvement must meet the required community freeboard elevation.

(3) Finished Construction. Upon completion of construction, a FEMA elevation certificate which depicts all finished construction elevations is required to be submitted to the Floodplain Administrator. If the project includes a floodproofing measure, a FEMA floodproofing certificate is required to be submitted by the permit holder to the Floodplain Administrator.

#### Sec. 6-22. - Powers, duties and responsibilities of the floodplain administrator.

The floodplain administrator and/or staff is hereby authorized and directed to enforce the provisions of this title. The administrator is further authorized to render interpretations of this title which are consistent with its spirit and purpose.

- (1) Right of entry.
- a. Whenever necessary to make an inspection to enforce any of the provisions of this title, of whenever the administrator has reasonable cause to believe that there exists in any building or upon any premises any condition or ordinance violation which makes such building structure or premises unsafe, dangerous or hazardous, the administrator may enter such building, structure or premises at all reasonable times to inspect the same or perform and duty imposed upon the administrator by this title.
- b. If such building or premises are occupied, he shall first present proper credentials and request entry. If such building, structure, or premises are unoccupied, he shall first make reasonable effort to locate the owner or other persons having charge or control of such building or premises.
- c. If entry is refused, the Administrator shall have recourse to every remedy provided by law to secure entry.
- d. When the Administrator shall have first obtained a proper inspection warrant or other remediprovided by law to secure entry, no owner or occupant or any other persons having charge care or control of any building, structure, or premises shall fail or neglect after proper request

- is made as herein provided, to promptly permit entry therein by the administrator for the purpose of inspection and examination pursuant to this title.
- (2) Stop work orders. Upon notice from the Administrator, work on any building, structure or premises that is being done contrary to the provisions of this title shall immediately cease. Such a notice shall be in writing and shall be given to the owner of the property, or to his agent, or to the person doing the work, and shall state the conditions under which work may be resumed.

#### CHAPTER 4, cont.

- (3) Revocation of permits.
- a. The administrator may revoke a permit or approval, issued under the provisions of this title, in case there has been any false statement or misrepresentation as to the material fact in the application or plans on which the permit or approval was based.
- b. The administrator may revoke a permit upon determination by the administrator that the construction, erection, alteration, repair, moving, demolition, installation, or replacement of the structure for which the permit was issued is in violation of, or not in conformity with, the provisions of this title.
- (4) Duties of the administrator shall include, but not be limited to:
- Review all development permits to assure that the permit requirements of this title have been satisfied;
- b. Review proposed development to assure that all necessary permits have been received from those governmental agencies from which approval is required by Federal or State Law, including section 404 of the Federal Water Pollution Control Act Amendments of 1972,33 U.S.C. 1334. Additionally, require the permittee to obtain and submit copies of any required federal or state permits and maintain them on file with the development permit.
- c. Perform inspections as needed to ensure that all applicable ordinance and floodplain development requirements have been satisfied. The first inspection upon the establishment of the Base Flood Elevation reference mark at the development site; the second upon establishment of the structures footprint prior to pouring the slab or the establishment of the lowest floor in an elevated foundation system; and the final inspection upon completion and submission of the required finished construction elevation certificate.
- d. Verify any required setback distances.
- e. Verify that all placement of fill or grading is according to certified plans. Assure that any fill being used as part of the structure's foundation system (not allowed in a CFHA) is both clean material and properly compacted and placed. A professional certification that any structure built on fill is reasonably safe from flooding can be requested of the builder/developer.
- f. Verify adequate placement and size of any required flood vents in regard to the number of openings, their location, size and height above ground level.
- g. Ensure that crawlspaces have adequate vents or openings, and that the interior grade is at or above the exterior grade.
- h. Verify that the structure's utilities, duct-work and HVAC systems are at or above the base flood elevation.
- Notify adjacent communities, the state NFIP coordinator, and other federal and/or state agencies with statutory or regulatory authority prior to any alteration or relocation of a watercourse.
- j. Assure that maintenance is provided within the altered or relocated portion of said watercourse so that the flood-carrying capacity is not diminished.
- k. Verify and record the actual elevation (in relation to mean sea level) of the lowest floor (including basement) of all new construction or substantially improved buildings, in accordance with section 6-21(2). Information must be recorded on the FEMA Floodproofing Certificate Form 81651.

#### **CHAPTER 4, cont.**

 Verify and record the actual elevation (in relation to mean sea level) to which the new or substantially improved buildings have been flood-proofed, in accordance with section 6-21(2). Information must be recorded on the FEMA Floodproofing Certificate Form 81-65.

- m. Review certified plans and specifications for compliance.
- n. Where interpretation is needed as to the exact location of boundaries of the areas of special flood hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) the floodplain administrator shall make the necessary interpretation. The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this chapter.
- o. When base flood elevation data or floodway data have not been provided in accordance with section 6-11, then the floodplain administrator shall obtain, review and reasonably utilize any base flood elevation and floodway data available from a federal, state or other source, in order to administer the provisions of chapter 5.
- Provide information, testimony, or other evidence, as needed during variance request hearings.
- q. Conduct the following actions when damage occurs to a building or buildings:
- 1 Determine whether damaged structures are located within the Special Flood Hazard Area:
- 2 Conduct damage assessments for those damaged structures located in the SFHA, and;
- Make a reasonable attempt to notify owner(s) of the requirement to obtain a building permit / floodplain development permit prior to repair, rehabilitation, or reconstruction.
- r. Perform such other inspections as may be required to insure compliance with the other provisions of this ordinance.
- (5) Liability. Any officer or employee, or member of the administrator's staff, charged with the enforcement of this title, acting for the applicable governing authority in the discharge of his duties, shall not thereby render himself personally liable, and is hereby relieved from all personal liability, for any damage that may accrue to persons or property as a result of any act required or permitted in the discharge of his duties. Any suit brought against any officer or employee or member because of such act performed by him in the enforcement of any provision of this title shall be defended by the department of law until the final termination of the proceedings.

Secs. 6-23-6-29. - Reserved.

### CHAPTER 5. - PROVISIONS FOR FLOOD HAZARD REDUCTION

Sec. 6-30. - General standards.

Sec. 6-31. - Specific standards.

Sec. 6-32. - Standards for streams without established base flood elevation and/or floodways.

Sec. 6-33. - Standards for subdivision proposals.

Sec. 6-34. - Critical facilities.

Secs. 6-35-6-39. - Reserved.

#### Sec. 6-30. - General standards.

In all areas of special flood hazard the following provisions are required:

- (1) New construction and substantial improvements shall be anchored to prevent flotation collapse or lateral movement of the structure;
- (2) Manufactured homes shall be anchored to prevent flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. Dry stacked blocks (stacked without the use of mortar or cement to bond them together) are not to be used as an anchor/elevation method. This standard shall be in addition to and consistent with applicable state requirements for resisting wind forces;
- (3) New construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage;
- (4) New construction or substantial improvements shall be constructed by methods and practices that minimize flood damage;
- (5) Electrical, heating, ventilation, plumbing, air conditioning equipment and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding, such facilities shall be located a minimum of 18 inches above the Base Flood Elevation.

- (6) New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;
- (7) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters;
- (8) On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding;
- (9) Any alteration, repair, reconstruction or improvements to a building that is in compliance with the provisions of this title shall meet the requirements of "new construction" as contained in this title; and
- (10) Any alteration, repair, reconstruction or improvements to a building that is not in compliance with the provisions of this title, shall be undertaken only if said non-conformity shall meet the requirements of "new construction" as contained in this title.
- (11) All gas and liquid storage tanks (both above and below ground) shall be adequately anchored to prevent floatation, lateral movement resulting from hydrodynamic forces, and the effects of buoyancy.

#### CHAPTER 5, cont.

- (12) When new construction and substantial improvements are located in multiple flood zones or in a flood zone with multiple base flood elevations, they shall meet the requirement for the more stringent flood zone and the highest base flood elevation.
- (13) New construction and substantial improvement of any building (both in and outside the SFHA) shall have the lowest floor (including basement) at least one foot above the centerline of the designated street, unless the topography of the property does not allow for strict adherence as determined by the Floodplain Administrator.
- (14) All new horizontal additions must have the lowest floor and all HVAC elevated to the regulatory base flood elevation.
- (15) New construction and substantial improvements of structures built on fill (only allowed outside of the CHFA and Coastal AE Zone) shall be constructed on properly designed and compacted fill that extends 10 feet to 15 feet beyond the building walls before dropping below the base flood elevation, and shall have appropriate protection from erosion and scour as follows:
- a. Fill sites upon which structures will be constructed or placed, must be compacted to 95% of the maximum density obtainable with the Standard Proctor Test method or an acceptable equivalent method.
- Fill slopes shall be no steeper than one foot vertical to two feet horizontal.
- c. Adequate protection against erosion must be provided for fill slopes. When expected velocities during the occurrence of the base flood are greater than five feet per second, armoring with stone or rock protection or material that will provide equivalent resistance will be provided. When expected velocities during the base flood are five feet per second or appropriate protection shall be provided by covering them with vegetative cover at minimum.
- d. Fill shall be composed of clean granular or earthen material.
- (16) Storage or processing of materials that are hazardous, flammable, explosive, or in time of flooding could become buoyant and pose an obstruction to flow, are prohibited within the community special flood hazard areas, to include identified floodways. Storage of material or equipment not otherwise prohibited shall be firmly anchored to prevent floatation.

#### Sec. 6-31. - Specific standards for riverine zones.

In all areas of special flood hazard designated on the community's FIRM, where base flood elevation data have been provided (excluding CFHA and Coastal AE Zone), as set forth in section 6-11, the following provisions in addition to the standards in section 6-30 are required:

(1) Residential construction. New construction or substantial improvement of any residential building (or manufactured home) shall have the lowest floor, including basement, elevated no lower than 18 inches above the base flood elevation, (the community freeboard). Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to automatically equalize hydrostatic flood forces on exterior walls of enclosures that are subject to flooding, shall be provided in accordance with standards of subsection (4) of this section. New development

proposals will be designed, to the maximum extent practicable, so residential building sites walkways, driveways, and roadways are located at natural grade with elevation not less than the base flood elevation and with evacuation routes leading directly out of the special flood hazard area.

(2) Non-residential construction. New construction or substantial improvement of any commercial, industrial, or nonresidential building (or manufactured home) shall have the lowest floor, including basement elevated to no lower than 18 inches above the level of the base floor elevation (the community freeboard). Buildings located in all A zones may, together with

#### CHAPTER 5, cont.

attendant utility and sanitary facilities, be floodproofed in lieu of being elevated provided that at areas of the building below the BFE (plus the minimum 18 inch community free board) are water tight with walls substantially impermeable to the passage of water, and use structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy Dry floodproofing is allowed only where flood velocities are less than or equal to five feet persecond. A registered professional engineer or architect shall certify that the standards of this subsection are satisfied. A Flood Emergency Operation Plan and an Inspection and Maintenance Plan must be provided by the design professional for the building. Such certification shall be provided to the Floodplain Administrator as set forth in section 6-21. New development proposals will be designed, to the maximum extent practicable, so non-residential building sites, walkways driveways, and roadways are located at natural grade with elevation not less than the base flood elevation and with evacuation routes leading directly out of the special flood hazard area.

- (3) In special flood hazard areas with base flood elevations (AE Zones) but without floodways, no encroachments, including fill material or structures, shall be permitted unless certification by a Registered Professional Engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot a any point within the community. The engineering certification must be supported by technical data that conforms to standard hydraulic engineering principles.
- (4) Enclosures. New construction or substantial improvements of elevated buildings that include fully enclosed areas formed by foundation and other exterior walls below the lowest floor shall be designed to preclude finished living space and designed to allow for the entry and exit of floodwaters to automatically equalize hydrostatic flood forces on exterior walls. Total enclosed area shall be limited to 299 square feet. Enclosed areas, including crawl spaces, shall be used only for parking of vehicles, building access, and storage.
- a. Designs for complying with this requirement must either be certified by a professional engineer or architect or meet the following minimum criteria:
- 1. Provide a minimum of two (2) openings on different sides of each enclosed area, If a structure has more than one enclosed area below the base flood elevation, each shall have openings on exterior walls.
- 2. The total net area of all openings shall be at least one square inch for every square foot of enclosed area, or the openings shall be designed and the construction documents shall include a statement that the design and installation will provide for equalization of hydrostatic flood forces on exterior walls by allowing for the automatic entry and exit of flood waters;
- 3. The bottom of all openings shall be no higher than one (1) foot above foundation interio grade (which must be equal to in elevation or higher than the exterior foundation grade); and
- Openings shall allow the passage of a three inch sphere.
- Openings may be equipped with screens, louvers, valves or other coverings or devices provided they permit the automatic flow of floodwaters in both directions, and automatically equalize hydrostatic flood loads on exterior walls, and;
- b. Access to the enclosed area shall be minimum necessary to allow for parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the living area (stairway or elevator); and

#### CHAPTER 5, cont.

- c. The interior portion of such enclosed area shall not be partitioned or finished into separate rooms.
- d. Property owners shall be required to execute a flood opening/venting affidavit acknowledging that all openings will be maintained as flood vents, and that the elimination of alteration of the openings in any way will violate the requirements of Sec. 6-31(4)

- e. Detached storage buildings, sheds, or other like accessory improvements, excluding detached garages, carports, and boat houses, shall solely be used for parking of vehicles and storage, and will be allowed no more than 600 square feet of unfinished, non-partitioned and enclosed storage space. Such storage space shall not be used for human habitation and shall be limited to storage of items that can withstand exposure to the elements and have a low flood damage potential. The storage space shall be constructed of flood resistant or breakaway materials, and equipment and service utilities, such as electrical outlets, shall be limited to essential lighting and other incidental uses, and must be elevated or floodproofed. Flood openings in accordance with the standards of Sec 6-31(4) shall also be required. These accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters. Accessory improvements and other appurtenant structures shall be firmly anchored to prevent flotation that may result in damage to other structures.
- f. Where elevation requirements exceed six (6) feet above the highest adjacent grade, a copy of the legally recorded deed restriction prohibiting the conversion of the area below the lowest floor to a use or dimension contrary to the building's originally approved design, shall be presented as a condition of issuance of the final certificate of occupancy.
- (5) Standards for manufactured homes and recreational vehicles.
- a. All manufactured homes placed, or substantially improved, on individual lots or parcels, in existing manufactured home parks or subdivisions, in expansions to existing manufactured home parks or subdivisions or in substantially improved manufactured home parks or subdivisions, must meet all the requirements for new construction, including elevation and anchoring and the flood opening requirements of subsection 4. Manufactured homes must be:
- Securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement, and
- 2. Elevated on a permanent foundation to have its lowest floor elevated to no lower than eighteen inches (18") above the level of the base flood elevation.
  - b. Excepting manufactured homes that have incurred substantial damage as a result of a flood, all manufactured homes placed or substantially improved in an existing manufactured home park or subdivision must be elevated so that:
- 1. The lowest floor of the manufactured home is elevated no lower than eighteen inches (18") above the level of the base flood elevation; and be securely anchored to an adequately anchored foundation support system to resist flotation, collapse and lateral movement, or
- The manufactured home chassis is supported by reinforced piers or other foundation elements of at least an equivalent strength, of no less than 36 inches in height above the highest adjacent grade and adequately anchored foundation support system to resist floatation, collapse, and lateral movement.

#### **CHAPTER 5, cont.**

- c. All recreational vehicles placed on sites must either:
- 1. Be on site for fewer than ninety (90) consecutive days; and shall leave the site for at least seven consecutive days and obtain a new permit before returning to the same site,
- 2. Be fully licensed and ready for highway use; or
- 3. Must meet all the requirements for new construction, including anchoring and elevation requirements of section 6-31(5)
  - A recreational vehicle is ready for highway use if it is licensed and insured in accordance with the State of Mississippi motor vehicle regulations, is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices and has no permanently attached additions.
- (6) Floodways. Located within areas of special flood hazard established in section 6-11 are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of flood waters which carry debris, potential projectiles and has erosion potential, the following provisions shall apply:
- Prohibit encroachments, including fill, new construction, placement of manufactured homes, substantial improvements and other developments.
- Permissible uses within the floodway may include: general farming, pasture, outdoor plant nurseries, horticulture, forestry, wildlife sanctuary, game farm, and other similar agricultural, wildlife, and related uses. Also, lawns, gardens, athletic fields, play areas, picnic grounds,

and hiking and horseback riding trails are acceptable uses, provided that they do not employ structures or fill. These permissible uses may require certification (with supporting technica data) by a registered professional engineer demonstrating that encroachments shall not result in any increase in flood levels during occurrence of the base flood discharge. The uses in this subsection are permissible only if and to the extent that they do not cause any increase in flood levels during the base flood discharge.

## Sec. 6-32. - Standards for streams without established base flood elevation and/or floodways.

When base flood elevation data and floodway data are not available in accordance with section 6-11, in special flood hazard areas and Community Flood Hazard Areas without base flood elevation data, new construction and substantial improvements shall be elevated or floodproofed to elevations established by the community. The following provisions apply in addition to the standards of section 6-30 and 6-31(4) shall apply

- (1) When base flood elevation data or floodway data have not been provided in accordance with section 6-11, then the local administrator shall obtain, review, and reasonably utilize any base flood elevation and floodway data available from a federal, state, or other source, in order to administer the provisions of chapter 5. If data is not available from outside sources, then the following subsections (2)-(9) shall apply.
- (2) In special flood hazard areas with base flood elevations (zones AE and Al—30) but without floodways, no encroachments, including fill material or structures, shall be permitted unless certification by a registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one (1)

#### CHAPTER 5, cont.

foot at any point within the community. The engineering certification should be supported by technical data that conforms to standard hydraulic engineering principles.

- (3) No encroachments, including fill material or other development, shall be located within a distance of the stream bank equal to five (5) times the width of the stream at the top of the bank or twenty (20) feet each side from the top of the bank, whichever is greater, unless certification by a registered professional engineer is provided demonstrating that such encroachment shall not result in any increase in flood levels during the occurrence of the base flood discharge. The enclosure standards of Section 31(4) shall apply.
- (4) When base flood elevation data or floodway data are not available in accordance with section 6-22(4)i., in special flood hazard areas and community flood hazard areas without base flood elevation data, new construction and substantial improvements of existing structures shall have the lowest floor of the lowest enclosed area (including basement) elevated no less than forty two inches (42") above the highest adjacent grade at the building site.
- (5) Require that all new subdivision proposals and other proposed developments (including proposals for manufactured home parks and subdivisions), include within such proposals base flood elevation data;
- (6) The Floodplain Administrator shall require that a single lot applicant develop the base flood elevation for the development site, utilizing accepted engineering practices and procedures. Upon review of the submitted data, the Administrator may accept or reject the proposed base flood elevation. When such data is accepted, standards of Sec 6-31 will apply.
- (7) Fill within the Special Flood Hazard Area shall result in no net loss of natural floodplain storage. The volume of loss of floodwater storage due to filling in the Special Flood Hazard Area shall be offset by providing an equal volume of Flood storage by excavation or other compensatory measures at or adjacent to the development site.
- (8) Notify, in riverine situations, adjacent communities and the State Coordinating Office prior to any alteration or relocation of a watercourse, and submit copies of such notifications to FEMA. Assure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained.
- (9) Require all manufactured homes be placed or installed using methods and practices which minimize flood damage. Manufactured homes must be elevated and anchored to resist floatation, collapse, or lateral movement. Dry stacked blocks (stacked without the use of mortar or cement to bond them together) are not allowed within the Special Flood Hazard Area.

## Sec. 6-33. - Standards for Subdivision Proposals and Other Proposed Development.

- (a) All subdivision proposals shall be consistent with the need to minimize flood damage.
- (b) All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage.
- (c) All subdivision proposals shall have adequate drainage provided to reduce exposure to flood hazards.
- (d) Base flood elevation data shall be provided for subdivision proposals and other proposed development (including manufactured home parks and subdivisions).

CHAPTER 5, cont.

#### Sec. 6-34. - Critical Facilities.

Construction of new and substantially improved critical facilities shall be located outside the limits of the special flood hazard area (SFHA) (one percent chance floodplain). Construction of new critical facilities shall be permissible within the SFHA if no feasible alternative site is available and access to the facilities remains available during a 0.2 percent chance flood. . Critical facilities constructed within the SFHA shall have the lowest floor elevated three feet six inches (3'-6") above the base flood elevation at the site (or to the 0.2 percent chance flood elevation whichever is greater). Floodproofing and sealing measures must be implemented to ensure that toxic substances will not be displaced by or released into floodwaters. Multiple access routes, elevated to or above the 0.2 percent flood elevation, shall be provided to all critical facilities to the extent possible. Critical Facilities must not only be protected to or above the 0.2 percent chance flood, but must remain operable during such an event. The community's flood response plan must list facilities considered critical in a flood since loss of access can cause a critical situation. Other facilities in low risk flood zones that may also be needed to support flood response efforts must be included on the critical facility list. The use of any structure shall not be changed to a critical facility, where such a change in use will render the new critical facility out of conformance with this section. The list of the operators of the critical facilities affected by flooding must be updated at least annually, as part of the community critical facility planning procedures.

Sec. 6-35-6-39. - Reserved.

#### CHAPTER 6. - VARIANCE PROCEDURES

Sec. 6-40. - Designation of variance and appeals board.

Sec. 6-41. - Duties of variance and appeals board.

Sec. 6-42. - Variance procedures.

Sec. 6-43. - Conditions for variances.

Sec. 6-44. - Variance notification.

Sec. 6-45. - Historic structures.

Sec. 6-46. - Special conditions.

Sec. 6-47. - No-impact certification within the floodway.

#### Sec. 6-40. - Designation of variance and appeals board.

The Mayor and Board of Aldermen of the City of Southaven shall hear and decide appeals and requests for variances from, requirements of this title.

#### Sec. 6-41. - Duties of variance and appeals board.

The Board shall hear and decide appeals when it is alleged an error in any requirement, decision, or determination is made by the Floodplain Administrator in the enforcement or administration of this title. Any person aggrieved by the decision of the Board may appeal such decision to the DeSoto County Chancery Court.

#### Sec. 6-42. - Variance procedures.

In passing upon such applications, the mayor and board of aldermen shall consider all technical evaluations, all relevant factors, standards specified in other sections of this title, and:

- (1) The evaluation must be based on the characteristics unique to that property and not be shared by adjacent parcels. The characteristics must pertain to the land itself, not to the structure, its inhabitants, or its owners;
- (2) Variances should never be granted for multiple lots, phases of Subdivisions, or entire subdivisions;
- (3) The danger that materials may be swept onto other lands to the injury of others;
- (4) The danger to life and property due to flooding or erosion damage;
- (5) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner and the community;
- (6) The importance of the services provided by the proposed facility to the community;
- (7) The necessity of the facility to be at a waterfront location, where applicable;
- (8) The availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;
- (9) The compatibility of the proposed use with existing and anticipated development;

#### **CHAPTER 6, cont.**

(10) The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;

- (11) The safety of access to the property in times of flood for ordinary and emergency vehicles;
- (12) The expected heights, velocity, duration, rate of rise, and sediment of transport of the flood waters and the effects of wave action, if applicable, expected at the site; and
- (13) The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and streets and bridges and culverts.
- (14) Upon consideration of factors listed above, and the purpose of this ordinance, the Mayor and Board of Aldermen may attach such conditions to the granting of variances as it determines necessary to further the purpose of this ordinance.
- (15) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

#### Sec. 6-43. - Conditions for variances.

- (a) Variances shall only be issued when there is:
- (1) A showing of good and sufficient cause;
- (2) A determination that failure to grant the variance would result in exceptional hardship; and
- (3) A determination that the granting of a variance will not result in increased flood heights, additional threats to public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
- (b) The provisions of this Ordinance are minimum standards for flood loss reduction; therefore any deviation from the standards must be weighed carefully. Variances shall only be issued upon a determination that the variance is the minimum necessary deviation from the requirements of this Ordinance, considering the flood hazard, to afford relief; and in the instance of a Historic Structure, a determination that the variance is the minimum necessary so as not to destroy the historic character and design of the building. (See section 6-45)
- (c) Any applicant to whom a variance is granted shall be given written notice specifying the difference between the base flood elevation and the elevation to which the lowest floor is to be built and stating that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation. (See section 6-44.)
- (d) The floodplain administrator shall maintain the records of all appeal actions and report any variances to the Federal Emergency Management Agency or Mississippi Emergency Management Agency upon request. (See <a href="section-6-44">section 6-44</a>.)
- (e) Upon consideration of the factors listed above and the purposes of this ordinance, the Mayor and Board of Aldermen may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance.
- (f) Variances shall not be issued "after the fact".

#### CHAPTER 6, cont.

#### Sec. 6-44. - Variance notification.

Any applicant to whom a variance is granted shall be given written notice by the signature of a community official that:

- (1) The issuance of a variance to construct a structure below the base flood elevation will result in increased premium rates for flood insurance up to amounts as high as twenty-five dollars (\$25.00) for one hundred dollars (\$100.00) of insurance coverage, and;
- (2) Such construction below the base flood level increases risks to life and property. A copy of the notice shall be recorded by the floodplain administrator in the office of the DeSoto County Chancery Clerk and shall be recorded in a manner so that it appears in the chain of title of the affected parcel of land.

The floodplain administrator will maintain a record of all variance actions, including justification for their issuance, and report such variances issued in the community's biennial report submission to the Federal Emergency Management Agency.

#### Sec. 6-45. - Historic structures.

Variances may be issued for the repair or rehabilitation of "historic structures" upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as an "historic structure" and the variance is the minimum to preserve the historic character and design of the structure.

#### Sec. 6-46. - Special conditions.

Upon consideration of the factors listed in chapter 6, and the purposes of this title, the Mayor and Board of Aldermen may attach such conditions to the granting of variances, as it deems necessary to further the purposes of this title.

### Sec. 6-47. - No-impact certification within the floodway.

Variances shall not be issued within any designated floodway if any impact in flood conditions or increase in flood levels during the base flood discharge would result.

#### CHAPTER 7. - SEVERABILITY

If any section, clause, sentence, or phrase of the Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this Ordinance.

**NOW THEREFORE BE IT ORDERED,** that the City adopt the new maps as proposed by FEMA associated with the revisions to this Ordinance change to maintain the City's current enrollment in the NFIP.

**NOW, THEREFORE BE IT ORDERED** that the City Clerk, pursuant to Miss. Code 21-13-11, provide notice of the adoption of the Ordinance in the *Desoto Times* for one (1) time. Pursuant to Mississippi Code 21-17-19, the Notice shall state:

On April 15, 2014, the City of Southaven ("City") Board of Alderman approved a Resolution amending and revising **TITLE VI FLOOD DAMAGE PREVENTION AND CONTROL** of the City Ordinances. The Resolution also adopted the flood maps proposed by Federal Emergency Management Authority ("FEMA"). The City Ordinances amendment and revision was completed to ensure compliance with the applicable guidelines of the FEMA. The Ordinances amend the

definitions, general provisions, administration, provisions for flood reduction and variance procedure. A copy of the Ordinance and Map is on file with the City Clerk and City Engineer's Office and is available for review between the hours of 8 a.m. to 5 p.m. Monday through Friday.

**NOW THEREFORE BE IT OREDED** that the City Clerk, pursuant to Miss. Code 21-17-19, shall post this Ordinance at City Hall and the Parks Department consistent with the time of the publication.

NOW, THEREFORE BE IT ORDERED due to the City's desire and duty to provide for the immediate preservation of the public peace, health and safety of the citizens of the City, to maintain the City's current enrollment in the National Flood Insurance Program (NFIP) and based on the unanimous vote of all members of the governing body, this ordinance and amendments thereto shall be effective May 5, 2014.

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

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
Alderman William Brooks	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 15th day of April, 2014.

CITY OF SOUTHAVEN, MISSISSIPPI

BY:	DARREN MUSSELWHITE, MAYOR
SHEILA HEATH, CITY CLERK	

STATELINE AND TCHULAHOMA ROAD IMPROVEMENTS CHANGE ORDER REQUEST #2

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN

OF THE CITY OF SOUTHAVEN, MISSISSIPPI AUTHORIZING THE MAYOR TO SIGN THE CHANGE ORDER NO. 2 FOR THE STATELINE AND TCHULAHOMA ROAD PROJECT

WHEREAS, the City of Southaven ("City"), pursuant to Mississippi Code Section 31-7-13, previously solicited bids for the Stateline and Tchulahoma Project ("Project") whereby Madden Phillips was the lowest and best bid; and

WHEREAS, it has been recommended by the City Engineers and City Engineering representatives to approve Change Order No. 2 for quantity adjustments due to modifications to the layout and inadequate soil that required stabilization; and

WHEREAS, based on the recommendation of the respective engineers, the City desires to amend the quantities and allow for the soil stabilization pursuant to Mississippi Code 31-7-13(g) finds that the Change Order No. 2 for the Project is necessary and better serves the purpose of the City for the Project and the change order will be done in a commercially reasonable manner and is not being done to circumvent the public purchasing statutes or is outside the scope of the Project.

NOW, THEREFORE, BE IT ORDERED by the Board of Aldermen of the City, to wit:

- 1. Pursuant to Mississippi Code 31-7-13(g), the Change Order No. 2 Project is not a new undertaking or outside the original scope of the contract and is commercially reasonable and not being done to circumvent the public purchasing statutes, the Mayor is authorized to sign the change order.
- 2. The Mayor is authorized to take all actions to effectuate the intent of this Resolution.

### REMAINDER OF PAGE LEFT BLANK

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

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

ORDERED AND DONE, this 15th day of April, 2014.

DARREN L. MUSSELWHITE, MAYOR

ATTEST:

SHEILA HEATH, CITY CLERK

A copy of the contract change order and request is attached to these minutes.

#### <u>HURRICANE CREEK SEWER PROJECT - PHASE 3 BID</u> <u>RECOMMENDATION</u>

Ron Smith, City Engineer, presented this item to the Board. Mr. Smith stated that Phase 3 of this Project involves Trinity Lakes and Airways Road pump stations and sewer mains and Trinity Lakes waste water treatment facility abandonment. Mr. Smith stated that the treatment plant in the Trinity Lakes Subdivision will be removed and a pumping station will be installed in its place. In addition, a new pumping station will also be installed at Airways and Starlanding, which will give a link to abandon the treatment plant when all other phases are completed. Mr. Smith stated that the lowest and best bid was Argo Construction Corporation in the amount of \$1,525,313.00. Alderman Brooks made the motion to accept the lowest and best bid from Argo Construction Corporation. Motion was seconded by Alderman Beshears. Motion was put to vote and passed unanimously.

A copy of the Unit Bid Tabulation and Recommendation letter is attached to these minutes.

#### RESOLUTION FOR EMERGENCY EXPENDITURE

## RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI FOR DECLARATION OF EMERGENCY EXPENDITURE

WHEREAS, the City of Southaven ("City") pursuant to Mississippi Code Section 21-35-19 desires to maintain the immediate preservation of order and public health by relocating a sewer line; and

WHEREAS, the sewer line had to be relocated to allow for the construction of a building and so that such sewer line could continue to serve its intended purpose and allow for the City to have access to the sewer line; and

WHEREAS, the relocating of the sewer line is necessary for the continued treatment of sewer and for the immediate preservation of public health.

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

SECTION 3. Pursuant to Mississippi Code 21-35-19, the City Board authorizes the expenditure in the amount of Eight Thousand One Hundred Twenty Three Dollars and 49/100 (\$8,123.49) for the relocation of the sewer line.

SECTION 4. On behalf of the City, the Mayor or his designee is authorized to take all actions to effectuate the intent of this Resolution. Following the reading of the foregoing resolution, Alderman Flores made the motion to adopt the Resolution 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 15 day of April, 2014.

DARREN MUSSELWHITE, MAYOR

CITY CLERK

ATTEST:

A copy of the emergency expenditure request from the Utilities Department is attached to these minutes.

## <u>APPROVAL TO ADVERTISE HWY 51 AND STARLANDING PRESSURE SEWER RELOCATION</u>

Ray Humphrey, Utilities Director, presented this item to the Board. Mr. Humphrey stated that MDOT reviewed and approved relocating a pressure sewer line for MDOT's Hwy 51 widening project. Mr. Humphrey stated that this project is funded by MDOT and that we need to move forward with the advertisement for the Hwy 51 and Starlanding Pressure Sewer Relocation. Alderman Gallagher made the motion to authorize Mr. Humphrey to advertise for

bids. Motion was seconded by Alderman Beshears. Motion was put to vote and passed unanimously.

#### SURPLUS PROPERTY - UTILITY DIVISION

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

WHEREAS, the City of Southaven Utility Department is presently in possession of a vehicle, 2005 Dodge Dakota Pickup, VIN #1D7HE22K25S345739, Unit #811 ("Vehicle"), which is not useful or cost effective due to the maintenance costs; and

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

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

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

- 1. The Vehicle be hereby declared as surplus property due to the maintenance costs associated with the Vehicle.
- 2. The City Clerk, or her designee, is hereby authorized and directed to follow Mississippi Code 17-25-25 for the disposition of the Vehicle.

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

Alderman William Brooks voted: YES

Alderman Kristian Kelly voted: YES

Alderman Shirley Beshears voted: YES

Alderman George Payne voted: YES

Alderman Joel Gallagher voted: YES

Alderman Scott Ferguson voted: YES

Alderman Raymond Flores voted: YES

RESOLVED AND DONE, this 15th day of April, 2014.

Darren Musselwhite, MAYOR

ATTEST:

Sheila Heath, City Clerk

### FY 14 SPECIAL WAVE GRANT APPLICATION FOR SOUTHAVEN PD

Nick Manley, City Attorney, presented this item to the Board. Mr. Manley stated that this request is for approval to make application for the Fiscal Year 2014 Special Wave Grant for the Southaven Police Department. Mr. Manley stated that the funding is all federal money with no local match. Alderman Gallagher made the motion to proceed with the Local Governmental Resolution Agreement and authorize Mayor to sign. Motion was seconded by Alderman Ferguson. Motion was put to vote and passed unanimously.

A copy of the application is attached to these minutes.

#### OUTLET SHOPS OF MID-SOUTH PUBLIC IMPROVEMENT DISTRICT

Mayor Musselwhite stated that this item was placed on the Agenda when there were some unanswered questions, so a decision was made to provide the Board with additional details about the Public Improvement District (PID) before any type of action or vote is taken. Mr. Nick Manley stated that the PID was not ready to be considered, but they would be ready to move forward soon.

#### PLANNING AGENDA

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

ITEM #1 Request for activation on the Carriage Hills Bike Path Project

ITEM #2 Request to obligate city funds for the Carriage Hills Bike Path Project

Item 1 & 2 Mrs. Choat-Cook requested authorization to activate the Carriage Hills Bike and Pedestrian Path Project. Mrs. Choat-Cook stated that the project will include the design and construction of a five foot wide sidewalk and a five foot street bike path on Chesterfield Drive, Canterbury Drive, Farmington Road, Boulder Drive and Claiborne Drive. Alderman Kelly made the motion to authorize activation of the project and for the Mayor to sign the activation letter. Motion was seconded by Alderman Beshears. Motion was put to vote and passed unanimously.

A copy of the activation request letter and resolution by the Transportation Policy Board of the Memphis Urban Area Metropolitan Planning Organization adopting the FY 2013-2014 transportation alternatives program project list is attached to these minutes.

ITEM #3 Application by Jones Davis Engineering for subdivision approval on the southwest corner of Stateline Road and Airways Blvd.

Mrs. Choat-Cook stated that the applicant is requesting subdivision approval for a two lot subdivision on the southwest corner of Airways and Stateline Road. The parcel consists of 11.86 acres and the applicant is requesting to subdivide it into two lots. Lot 1 would be 3.19 acres and situated along the Stateline Road frontage of the parcel and Lot 2 would be the remaining 8.67 acres situated behind Lot 1 and has the entire Airways frontage of the parcel. Mrs. Choat-Cook further stated that the request is compliant and the Planning Commission voted unanimously in favor. Alderman Payne made the motion to approve the application. Motion was seconded by Alderman Brooks. Motion was put to vote and passed unanimously.

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

ITEM #4 Application by Ronnie Rowland for a Conditional Use Permit to allow an auto body repair shop to be located on Lot 1 of the Haywood Davis Subdivision

Mrs. Choat-Cook stated that this request is for a conditional use permit to allow an auto body repair shop to be located on Lot 1 of the Haywood Davis Subdivision on the southwest corner of Stateline Road and Airways Blvd. Mrs. Choat-Cook further stated that the applicant operates an automotive body repair shop and will repair and/or replace auto body parts from front end to rear end and paint the repaired autos in their shop. Mrs. Choat-Cook stated that their customers are primarily the insurance companies that represent the car owners and will have some walk in traffic. Mrs. Choat-Cook stated that this request is for conditional use for the land only and that the applicant will need to come back before the Board for site plan and design review. Alderman Payne made the

motion to approve the application. Motion was seconded by Alderman Gallagher. Motion was put to vote and passed unanimously.

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

ITEM #5 Application by Yogesh Purohit for a Conditional Use Permit to allow a LED reader board at 176 Goodman Road

Mrs. Choat-Cook stated this request is for a Conditional Use Permit to add a reader board to an existing monument sign at 176 Goodman Road, located in front of the Prime Urgent Care Facility. Mrs. Choat-Cook stated that the clinic is adding a reader board to comply with the request from the Planning Department to make improvements to their sign. Alderman Payne made the motion to approve the Conditional Use Permit. Motion was seconded by Alderman Kelly.

A roll call vote was taken.

ALDERMAN	VOTED
Alderman Brooks	YES
Alderman Kelly	YES
Alderman Beshears	NO
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 15th day of April, 2014.

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

ITEM #6 Application by the City of Southaven to rezone approximately 5 acres of property on the east side of Getwell Road, north of May Blvd. from AG to C-4.

Mrs. Whitney Choat-Cook stated that this is a request to rezone approximately 5 (five) acres of City owned property on the east side of Getwell Road, north of May Blvd. from AG to planned commercial. Mrs. Choat-Cook stated that the overall property encompasses 11+ acres and the request is to only rezone the front 250' along the road for commercial outparcel development. Alderman Brooks made the motion to approve the application. Motion was seconded by Alderman Ferguson. Motion was put to vote and passed unanimously.

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

#### **MAYOR'S REPORT**

Mayor Musselwhite reminded everyone to come out and celebrate the City of Southaven's 34<sup>th</sup> Anniversary during Springfest at Snowden Grove Park. Mayor

Musselwhite also expressed his appreciation for all of the hard work that Kristi Faulkner has put in organizing the event. Alderman Flores invited everyone to come by the southwest corner of the front gate and cheer on the youth BBQ team.

Mayor Musselwhite presented a Proclamation to Britney Baskin with the Healing Hearts Child Advocacy Center proclaiming the month of April as Child Abuse Awareness Month in the City of Southaven.

#### **CITIZEN'S AGENDA**

Barry Moore, Don Daniels, Donna Wadford, Anthony Hicks, and Marcus Bridgeforth

Barry Moore did not show.

Don Daniels expressed concerns about the non smoking ban in the City of Southaven. Mr. Daniels stated that he knows there are health issues that come with smoking, but it is about freedom that he is not going to relinquish to the government. Mayor Musselwhite stated that he welcomes Mr. Daniels feedback and at this time there have not been any decisions made, but they are trying to protect the rights of non smokers as well.

Donna Wadford owner of Wadford's Grill and Bar, Mississippi's only cigar bar, expressed concerns about the non smoking ban and made a plea that the City leave private businesses alone and let owners decide what goes on inside of their businesses. Ms. Wadford stated that she is a Republican that believes less government is more and that it should be up to the individual to decide whether or not they want to go into a smoking or non smoking establishment. Mayor Musselwhite stated that the goal is to prevent any citizen from being exposed to second hand smoke and the health issues associated with it and that they are being conscious of Wadford's and plan to adopt a policy that will accomplish the goal.

Anthony Hicks, Executive Director with Desoto Youth Solutions, stated that his organization is a non-profit that is dedicated to educating at risk youth with awareness of negative influences, such as gangs, drug use and violence. Mr. Hicks asked if the Board would consider a commitment of \$1000.00 per year for 3 (three) years to help with operating expenses. Mayor Musselwhite stated that he had met with Mr. Hicks and thinks that it is important that we have a gang prevention program in the City. Mayor Musselwhite stated that he would get back in touch with Mr. Hicks for a future meeting.

#### PERSONNEL DOCKET

Personnel Docket

April 15, 2014

Jackie Geer	Wastewater Plant Operator	Utilities Maintenance - 825	April 17, 2014	\$19.00
	- p - 1. 2. C		2014	<b>\$13.00</b>
Payroll	Previous	e Protesta de Servicio de la Companio de C	Effective	Proposed Rate
Adjustments	Classification	New Classification	Date	of Pay
Kavlinn				\$7.25 (no
Kaymini				
Winchell	Concessions	P/T Front Desk Clerk	April 7, 2014	change)
•	Concessions P/T Billing Clerk	P/T Front Desk Clerk Billing Clerk	April 7, 2014 April 8, 2014	change) \$10.20
Winchell		•	•	

PayrollDeletions	Position	Department	Termination Date	Rate of Pay
		Parks Tournament	S -	
Amanda Aureli	Concessions	412	April 8, 2014	\$7.25

Alderman Brooks made the motion to approve the Personnel Docket of April 15, 2014 as presented to this Board. Motion was seconded by Alderman Beshears. The motion was put to vote and passed unanimously.

#### **COMMITTEE REPORTS**

No Committee Reports

#### **CITY ATTORNEY'S LEGAL UPDATE**

No legal updates

#### **OLD BUSINESS**

None

#### **CLAIMS DOCKET**

A motion was made by Alderman Payne to approve the Claims Docket of April 15, 2014, including demand checks and payroll in the amount of \$ 1,152,968.99. Motion was seconded by Alderman Brooks.

#### Excluding voucher numbers:

217237, 217240, 217255, 217382, 217452, 217459, 217493, 217542, 217544, 217565, 217573, 217619, 217731.

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 15th day of April, 2014.

A motion was made by Alderman Payne to approve the Special Claims Docket of April 15, 2014 in the amount of \$8,029.43. Motion was seconded by Alderman Kelly.

Roll call was as follows:

ALDERMAN	VOTED
Alderman Brooks	YES
Alderman Kelly	YES
Alderman Beshears	YES
Alderman Payne	YES
Alderman Gallagher	YES
Alderman Ferguson	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 15th day of April, 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.

There being no further business to come before the Board of Aldermen, a

Motion was made by Alderman Payne to adjourn. Motion was seconded by Alderman Brooks. Motion was put to a vote and passed unanimously, April 15 2014 at 8:40 p.m.
Darren Musselwhite,
Mayor
Sheila Heath, City Clerk
(Seal)



April 8, 2014 C-L Project No. 92111-010

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

REFERENCE:

STATELINE & TCHULAHOMA ROAD IMPROVEMENTS CITY OF SOUTHAVEN — CHANGE ORDER REQUEST NO 2

Dear Mr. Ron Smith,

Transmitted herewith for Board approval is Change Order No. 2 for the above referenced project. This Change Order request addresses several line item quantity adjustments related to the modifications to the layout for future phases requested by the City, the construction delay that was beyond the Contractor's control due to the utility relocations, and inadequate subsurface soils that required removal and the addition of some soil stabilization. Civil-Link has reviewed the information included here in and we recommend the approval of the Change Order as submitted.

If you have any questions or concerns, please give me a call.

Sincerely,

CIVIL - LINK, LLC

 $\mathsf{Dan}\;\mathsf{Cordell},\mathsf{PE}$ 

Principal

5779 Getwell Rd, Bldg B • Southaven, MS 38672 • Phone: (662) 449 -3664 • Fax: (662) 449 -3688

				CONTRACT	CHANGE OR	DER						
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c	NTRACTOR:	MADDEN	PHILLIPS C	CONSTRCUT	ON							
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#### NEEL-SCHAFFER

Solutions you can build upon

planners surveyors environmental scientists landscape

April 9, 2014 N-S Project No. NS.05146.063

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

REFERENCE:

HURRICANE CREEK SEWER PROJECT - PHASE 3

TRINITY LAKES AND AIRWAYS ROAD PUMP STATIONS & SEWER MAINS AND TRINITY LAKES WWTF ABANDONMENT

UNIT BID TABULATION AND RECOMMENDATION

Dear Mr. Smith:

Neel-Schaffer, Inc. has reviewed and tabulated, on a line item basis, the bids received on April 7, 2014, for the above mentioned project. Enclosed is a Unit Bid Tabulation for the two bids received. The bids ranged from \$1,525,313.00 to \$2,003,035.00. The lowest bid was received from Argo Construction Corporation in the amount of \$1,525,313.00. This amount is consistent with the engineer's estimate of \$1.5M. The Unit Bid Tabulation is attached to this recommendation letter.

A review of the bid for 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 April 28, 2014. This date is the deadline for submission of the Bid Package to 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 to Argo Construction Corporation.

5740 Getwell Road, Building 2, Southaven, MS 38672, 662.890.6404, Fax 662.890.5407

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

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

Sincerely,

NEEL-SCHAFFER, INC.

Sean E. Hilsdon, P.E. Project Manager

Attachment

c. Sheila Heath, City of Southaven Clerk (via email)

	19.1 Existing 12	19,0 Pressure T	18.0 Connect to	Connection 17.1 Main	17.0 Connect to	16.0 Connect to	15.0 Sewage Co	14.1 Wehvell Ro	14.0 Precast Co	13.1 Gravity Ma	13.0 Gravity Ma	12.0 Carrier Pip	11.0 Directiona	10.1 Force Mai	10. Force Mai	9.0 Operation	8.0 300# Roc	7.0 Erosion C	6.0 Sodding	5.0 Seeding	4.0 Erosion Control	3.0 Clearing a	2.0 Maintenau	1.0 Mobilization	Hab Diescription	BID TABULATIO 5146,063 Hurrica Trinity Lakes and A April 7, 2014
	19.1 Existing 12" D.I.P. Force Main Repair	Pressure Test Existing Inactive 12" and 6" Mains	Connect to Existing Active 6" SDR26 PVC Main	Connection to Existing Inactive 6* SDR26 PVC Main	Connect to Existing 12" inactive Ductile Iron Main	Connect to Existing Manhole or Wetwell	Sewage Combination Valve and Vault	Wehwell Rehabittation (with epoxy lining)	Precast Concrete Manhole (48" dia.)	Gravity Main, 15" SDR26 PVC Pipe (open trench)	Gravity Main, 8" SDR26 PVC Pipe (open trench)	Force Main, 24" Steel Casing with 12" Ductile Iron Carrier Pipe (jack & bore-on grade)	Directional Drill)	Force Main, 6" C900 PVC Pipe (open trench)	Force Main, 12" Ductile Iron Pipe (open trench)	Operation of Bypass Pump	300# Rock Riprap with Geotextile Fabric	Erosion Control Blanket			ontrol	Clearing and Grubbing	Maintenance of Traffic	on .;		BID TABULATION - City of Southaven, MS 5146.063 Hundcane Creek Sewer Project - Phase 3 Trinity Lakes and Airways Road Pump Stations & Sewer Mains April 7, 2014
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5146.063 – I Tripity Lakes April 7, 2014	5146.063 — Hurticane Creek Sewer Project - Phase 3 Trivity Lakes and Airways Road Pump Stations & Sewer Mains April 7, 2014			Argo Con	Argo Construction Corporation	Chris Hill Con	ll Construction Co., LLC
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19.2	Existing 6" PVC Force Main Repair.		EACH	\$ 2,500.00	\$ 2,500.00	\$ 3,120.00	\$ 3,120.00
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20,0	Pump Station General Site Construction, Trinity Lakes (PS-1)	-	o l	ļ	9	33,800.00	
21.1	Pump Station General Site Construction, Airways Road (PS-2)		S	\$ 32,000,00			
21.0	Pump Equipment Trininty Lakes (PS-1)	<b>.</b>			•	2 11 2000	
21,1	Pump Equipment, Airways Road (PS-2)		હ	_	-	152,000.00	
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23.0	Road (PS-2)	-   -   -				152,000.00 200,000.00 61,500.00	
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24.0	Road (PS-2) Pump Station Wetwell Construction, Trinity Lakes (PS-1) Pump Station Wetwell Construction, Aliways Road (PS-2)					152,000.00 200,000.00 61,500.00 61,500.00 83,100.00	
24.1	Road (PS-2)  Pump Station Wetwell Construction, Trinity Lakes (PS-1)  Pump Station Wetwell Construction, Airways  Pump Station Electrical & Communication  Construction, Trinity Lakes (PS-1)					61,500.00 83,100.00 92,100.00	
25.0	Road (PS-2)  Pump Station Wetwell Construction, Trinity Lakes (PS-1)  Pump Station Wetwell Construction, Airways Road (PS-2)  Pump Station Electrical & Communication Construction, Trinity Lakes (PS-1)  Pump Station Electrical & Communication Construction, Trinity Lakes (PS-2)  Pump Station Electrical & Communication Construction, Airways Road (PS-2)					\$ 152,000.00 \$ 200,000.00 \$ 61,500.00 \$ 61,500.00 \$ 3,100.00 \$ 92,100.00 \$ 63,500.00	
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20.0	Road (PS-2)  Pump Station Wetwell Construction, Trinity Lakes (PS-1)  Pump Station Wetwell Construction, Airways Pump Station Electrical & Communication Construction, Trinity Lakes (PS-1)  Pump Station Electrical & Communication Construction, Trinity Lakes (PS-1)  Pump Station Electrical & Communication Construction, Airways Road (PS-2)  Trinity Lakes Existing Package Wastewater Treatment Plant Abandonment and Removal Trinity Lakes Existing Package Wastewater					\$ 152,000.00 \$ 200,000.00 \$ 61,500.00 \$ 3,100.00 \$ 92,100.00 \$ 3,500.00 \$ 3,200.00	
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t certify that this is a correct tabulation of all the bids received and read aloud for this project on the bid date of April 7, 2014.



### CITY OF SOUTHAVEN

At the "Top" of Mississippi

**Utility Division** 

April 10, 2014

Darren Musselwhite, Mayor

Chris Wilson, CAO Board of Aldermen

From: Ray Humphrey, Utility Director

Emergency Expenditure

Mayor Musselwhite, Mr. Wilson and Board of Aldermen,

On 4/2/2014, a builder cut our pressure sewer main which was spanning across lot 13 in Castle Ridge Subdivision. Since this line was impeding construction of the house at this location, immediate action was required to repair and reroute the sewer main.

In accordance with section 31-7-1(f) of the Mississippi Code, the normal competitive bid process for a project of this scope was bypassed to avoid any further damage. Please see the attached invoice for additional information.

Ray Humphrey **Utility Director** 

City of Southaven

901-831-0244

www.southaven.org

5813 PEPPER CHASE DRIVE - SOUTHAVEN, MISSISSIPPI 38671 - (662) 796-2490 - FAX (662) 796-0005 www.southaven.org

	,	102: Rid Phone: (601) 97	Office 5 North geland, 77-3700	TE GRANT AP of Highway San Park Drive MS 39157 Fax: (601) 97' ps.ms.us	fety	
1.	ity of Southaven		2 D	ate: 04-04-2014	·	
	1 Northwest Drive thaven, MS 38671		3. B	eginning and E	nding Dates:	
			4. S	ubgrant Payme	n September 30, 2014 ent Method: arsement Method	***************************************
Tel Ra	phone: (662) 393-8652 : (662) 393-7138			FDA# - 20.61		
E-1	fail: gregs@southaven.org	ž				
				UNS # - 053100	··	
	TOTAL C		7. C	ongressional D	istrict-1	
1	rogram Title: Occupant F					
10.	The following funds are re	equested:				
A	COST CATEGORY			B. SÔURCE	OF FUNDS	
1)	ersonal Services-Salary	\$12,222.00		(1) Federal	\$15,000.00	
2)	ersonal Services-Fringe	\$2,778.00	··········		, , , , , , , , , , , , , , , , , , , ,	
oʻ	AL	\$15,000.00		TOTAL	\$15,000.00	
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A	pproved for Grantee:		13. A <sub>3</sub>	pproved for Sub	grantee:	
natu	c	Date	Signatur	e	Da	te
m	: Shirley Thomas					
- 1	Office Director/MS Govern	or's Domingontation	Name			
рa	tment of Public Safety, Div	ision of Public Safety	Title:	•		
in	ing, MS Office of Highway	Safety	Tiue.			

cy:C cy:C egon egon egon (7.65	cy:City Of Southaven    S. Ending: September 30, 2014   4. Activity	cy:C cy:C egon egon egon (7.65	MOHS USE ONLY:	Reti	Fringe:	Рага		5. MOHS   6. C	2. Beginning: May 1, 2014	1. Applicant Ago	
3. Ending: September 30, 2014	3. Ending: September 30, 2014   4. Activity: Occupant Protection		X:	Retirement (15.75%-Employer)	ge: A (7 65%_Fmmlower)	L) & Wagos.	7. Line Item	6. Category	May 1, 2014	1. Applicant Agency: City Of Southaven	FILA OF SPEC
4. Activity: Occupant P  9. Budget Federal  \$12,222.00 ox \$2,778.00 \$3,778.00	4. Activity: Occupant Protection  9. Budget Federal  \$12,222.00  ox  \$2,778.00  \$15,000.00		T	Retirement 12222.00 X \$15.75% = \$1924.97 \$1924.97 \$934.98 +\$1924.97 = \$2859.95 <b>Not to exceed \$2778.00</b>	Approx.  PICA 12222 00 Y \$7 655 \$024 00	workings approx. 383 hours @ appr \$31.89 per hour = \$12222.00 (not to exceed)	Basis for valuation	8. Description of item and/or			TAL WAVE GRANT PROPOSE
	rotection All Other  and the state of the st				\$2,778.00	\$12	Federal	9. Budget	4. Activity: Occupant Pr		D COST DETAIL S

### FY14 OP SPECIAL WAVE GRANT PROPOSED TASK BY QUARTER AGENCY NAME: CITY OF SOUTHAVEN PROJECTION TASK BY QUARTERS SCHEDULE PROJECTION OF TASKS BY QUARTERS List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters. 3<sup>r‡</sup> QUARTER (May & June) Issue approximately 252 seat belt and/or child restraint citations to reach the goal of 504 for FY14. Attend the Click It or Ticket LEL Troop meeting for the district. Attend a Mississippi Association of Highway Safety Leaders (MAHSL) meeting during the month of May. Submit all required reporting by scheduled date(s) as defined in contract by MOHS, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Quarterly Progress reports, etc.) Additional Tasks: Participate in the Click It of Ticket blitz campaign and reporting. Rull a pre and post newspaper article informing the public of the agencies participation in the National Click It or Ticket ampaign, Projected Expenditures for Quarter: \$7500.00 SCHEDULE PROJECTION OF TASKS BY QUARTERS is the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative escription and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter hould specify the elements of the tasks that are to be performed for the particular quarters. TH QUARTER (JULY, AUGUST & SEPTEMBER) Vrite approximately 252 eat belt and/or child restraint citations to reach the goal of 504 for FY14. attend the LEL Troop meeting for the district. ttend at least one (1) MAHSL meeting during the quarter.

ubmit all required reporting by scheduled date(s) as defined in contract by MOHS, i.e. (Monthly Cost Reporting volksheets for reimbursement, Quarterly Progress reports, etc.)

<u>dditional Tasks:</u>

rdjected Expenditures for Quarter: \$7500.00

### Mississippi Office of Highway Safety

#### FY14 OP Special Wave Agreement of Understanding and Compliance

This agreement made and entered into by and between the State of Mississippi by and through the Mississippi Office of Highway Safety (MOHS), hereinafter referred to as State, and the Governmental Unit or agency named in this application, hereinafter referred to as Applicant.

WHEREAS, the National Highway Traffic Safety Act of 1966, as amended, provides Federal funds to the State for approved highway safety projects for the purpose of reducing injuries and fatalities as result of motor vehicle crashes, and

WIEREAS, the State may make said funds available to state, county, and municipal agencies and/or government or political subdivisions and/or non-profit entities upon application and approval by State and the National Highway Traffic Safety Administration (NHTSA) if applicable, and

WHEREAS, the Applicant must comply with the requirements listed herein, to be eligible for Federal funds in approved highway safety projects, and

WHEREAS, the State is obligated to reimburse NHTSA out of its funds for any ineligible or unauthorized expenditures for which Federal funds have been claimed and payment received, and

WHEREAS, the Applicant has submitted an application for Federal funds for highway safety projects:

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

#### I. REIMBURSEMENT OF ELIGIBLE EXPENSES

- A. It is mutually agreed that upon written application by Applicant and approval by State and NHTSA (if applicable), State will obligate Federal funds to Applicant account for reimbursement of eligible expenditures as set forth in the application.
- B. It is understood that the State has the right to monitor and pre-audit any and all claims presented for reimbursement. Arrangements have been made for the financial and compliance audit required by OMB Circular A-133, which is to be conducted within the prescribed audit reporting cycle (failure to furnish an acceptable audit, as determined by the cognizant Federal agency, may result in denial or require return of Federal funds). It is mutually agreed and promised that Applicant reimburse State for any ineligible or unauthorized expenditure for which Federal funds have been claimed and payment received as determined by a State or Federal audit.
- C. It is also understood, pursuant to Section 18.42(e)(1) of Title 49 Code of Federal Regulations, the awarding agency and the Comptroller General of the United States, or any of their authorized representatives (such as National Highway Traffic Administration otherwise known as NHTSA), shall have the right of access to any pertinent books, documents, papers, or other records of grantees and sub-grantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.
- D. It is further agreed that where reimbursement is made to Applicant in installments, State shall have the right to withhold any installments to make up reimbursement(s) received for any ineligible or

unauthorized expenditure until such time as the ineligible claim is made up or corrected by Applicant.

- E. Unless otherwise directed, Applicants must submit monthly reimbursement forms and back up documentation, by the 10th business day of the month to receive reimbursement for project activities. Tasks by Quarter Reports, reflect the status of project implementation and progress toward reaching goals. Each progress report shall describe the project status quarterly and shall be submitted to the State no later than fifteen (15) days following the end of each quarter. A Final Closeout Report must be submitted to the MOHS within forty five (45) days of completion of the project (November 15<sup>th</sup>) unless otherwise directed. Appropriate forms will be provided to the Project Director along with a reminder notice advising date that each is due.
- Any Applicant delinquent in submitting quarterly and/or final accomplishment reports, or reports that lack sufficient detail of progress during the period in question, will be subject to having submitted reimbursement requests withheld. Once sufficient reports to substantiate adequate progress have been submitted, reimbursement requests will be processed.

#### II. ON-SITE MONITORING AND EVALUATION

Pursuant to Federal guidelines, the State has developed a plan for evaluating all projects. The evaluation can include on-site monitoring both during and at the end of each grant period. All written documents will be reviewed to determine progress, problems and payoffs of the project.

III PROPERTY AGREEMENT

- A. Facilities and equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the MOHS; or the State, by formal agreement with appropriate officials of a political subdivision, State agency, or non-profit entities.
- B. It is mutually agreed and promised that the Applicant shall immediately notify the MOHS if any equipment purchased under this project ceases to be used in the manner as set forth by the project agreement. In such event, Applicant further agrees either to give credit to the project cost or to another active Highway Safety project for the residual value of such equipment in an amount to be determined by the MOHS or to transfer or otherwise dispose of such equipment as directed by the MOHS.
- C. It is mutually agreed and promised by the Applicant that no equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of the MOHS.
- D. It is mutually agreed and promised that the Applicant shall maintain, or cause to be maintained for its useful life, any equipment purchased under this project.
- E. Each recipient of Section 402 funds has a financial management system that complies with the minimum requirements of 49 CFR Part 18.
- F. Each recipient of Section 402 funds has a procurement system that complies with the minimum requirements of 49 CFR Part 18.
- G. All equipment awarded in this project agreement/contract in connection with this project must be ordered within ninety (90) days after project implementation. If unforeseen circumstances arise which prohibit this being accomplished, please notify the MOHS of the anticipated delay.

#### IV. STAFFING

Positions covered by this project that are 100% funded are new positions. If staff of the Applicant agency is transferred to work on this project, they must be replaced with prior approval by MOHS. Salaries in this project are for the purpose of remuneration for personal services over and above the present manpower level of the agency. All full time funded positions require time certification and/or detailed activity documentation as directed by MOHS.

#### V. GENERAL PROJECT REQUIREMENTS

- A. All out-of-state travel must have prior written approval by the MOHS. Requests for approval should be submitted to the MOHS not less than two (2) weeks before the intended date of travel. All federal funded travel requires itemized receipts for expenses incurred as well as an authorized travel voucher and cost must be based on current state and federal policies.
- B. No budget modification requests will be accepted by the MOHS after June 30<sup>th</sup>.
- C. Applicant must submit any proposed agreements for contractual services to the MOHS for final approval prior to acceptance. Contracts may be subject to review and approval by NHTSA.
- D. Any program income earned by projects financed in whole or in part with Federal funds must be documented and accounted for. Program income earned during the project period shall be retained by the Applicant and used for project related expenses or to offset eligible expenses.
- E. Local government Applicant must complete the "Local Governmental Resolution" included within this document, or a similar, equally binding resolution.
- . Applicant must submit the most current copy of the following policies with the application for funding. If agency does not have a current policy, please inform the MOHS of the un-availability of the policy.
  - Seat belt policy;
  - Warning citation policy(if available);
  - Pursuit policy;
  - Overtime (STEP) policy;
  - Checkpoint policy;
  - Saturation patrol policy;
  - Payroll policy to include: overtime, payroll schedule(payroll period begin/end dates & check date), leave policy (vacation, sick leave, holiday, & compensatory time); and
  - Agency seat belt survey procedures must be provided if usage rate is identified as a goal within contract.
- 3. Compliance form(s) included in this agreement of understanding, dependent upon funding source and program activities, are required to be completed as defined by the MOHS.
- All programs awarded incentive and/or promotional items are required to complete compliance form and have an approved distribution plan on file. All promotional items require prior approval by the State before requesting.

- I. All training received under federal funded programs must be program related and a certificate of completion must be available for inspection.
- J. An Inventory Control form must be completed for all equipment. All equipment cost exceeding \$500.00 will be tagged with a DPS inventory control number. All equipment will be maintained on a MOHS and agency inventory data base.
- K. Applicant must meet all reporting, meeting(s)/scheduled events, along with all other requirements as set forth in the contract by the MOHS.
- L. Termination of Agreement:
- The MOHS in the event of Applicant noncompliance with any of the provisions of this agreement may terminate this agreement by giving the Applicant a thirty (30) day notice. The MOHS, before issuing notice of termination of this agreement, shall allow the Applicant a reasonable opportunity to correct noncompliance issues. For noncompliance with the nondiscrimination section of this agreement or with any of the said rules, regulations or orders, this agreement may be canceled, terminated, or suspended in whole or in part.
- The Applicant may terminate its participation in this agreement by notifying and receiving the concurrence of the MOHS thirty (30) days in advance of the termination.
- Contract Changes: Any proposed major changes in this agreement that would result in changes in the scope, character, or complexity of the agreement, as determined by the MOHS, shall require supplemental agreement. Any proposed minor changes in this agreement may be authorized by the Governors Highway Safety Representative, or their delegate, by notifying the Applicant in writing of the approved changes.
- Contracts Under This Agreement: Unless otherwise authorized in writing by the MOHS, the Applicant shall not assign any portion of the work to be performed under this agreement, or execute any agreement, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this agreement without the prior written concurrence of the MOHS. Any subcontract under this agreement must include all required and/or applicable clauses and provisions of this agreement.

#### VI. UNALLOWABLE COST

initations and Conditions: The provisions stated in the following section are not intended to deny flexibility in supporting potential accident and injury reduction activities; however, the conditions do serve as a guide in lesseribing costs that are <u>not allowable</u> for highway safety funding.

#### The following are <u>unallowable:</u>

#### 1. Facilities

- a. The cost of land is <u>not</u> allowable.
- b.The cost of construction or reconstruction of driving ranges, towers, and skid pads are <u>not</u> allowable.
- c. The cost of construction, rehabilitation, remodeling, or office furnishings and fixtures for State, local or private buildings or structures are <u>not</u> allowable.
- d.Cell phones, guns and office furniture are <u>not</u> allowable for purchase with these funds under any circumstances.

#### 2. Equipment

- A. Costs for equipment purchases exceeding \$5,000.00 must have prior approval from NHTSA. The MOHS will obtain the approval letter and provide a copy to the APPLICANT.
- B. Where major multi-purpose equipment is to be purchased, costs shall be factored, based on utilization for highway safety purposes.
- C. Costs for the following equipment items are allowable only if a part of a comprehensive program effort. All allowable equipment must be included on the Federal Conformation Product List (CPL):
  - (1) Police traffic radar and other speed measuring devices used by the police (devices must meet the recommended federal guidelines);
  - (2) Alcohol testing; and
  - (3) Mobile video systems.

#### 3. Travel

- A. Except as separately approved by NHTSA and the MOHS, the cost of international travel is <u>not</u> allowable.
- B. All requests for out-of-state travel must be approved in advance in writing by the MS Office of Highway Safety.
- C. Travel in and out of the State must be included in the Highway Safety Grant Application and subsequent project agreement/contract.
- D. Plans for out-of-state travel should be submitted with the grant application.
- E. All travel must be submitted on the MOHS/DPS Travel voucher, Form Number 13.20.10.

#### Training

- A. The cost of training is allowable using DOT/NHTSA developed, equivalent, or endorsed curriculum. Training must be approved in advance.
- B. Development costs of new training curriculum and materials are allowable if they will not duplicate materials already developed for similar purposes by DOT/NHTSA or by other states. This does not preclude modifications of present materials necessary to meet particular state and local instructional needs.
- C. Costs are <u>not</u> allowable to pay for an employee's salary while pursuing training, nor to pay the salary of the employee's replacement except where the employee's salary is supported 100% with 402 funds under an approved project.
- D. Proposed training must be included with the grant application. Only DUI/alcohol training is allowed under alcohol funding. Occupant protection training is allowed under occupant protection funding.

#### 5. Program Administration

Supplanting, includes: (a) replacing routine and/or existing State or local expenditures with the use of Federal grant funds and/or (b) using Federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of State, local, or Federally-recognized Indian tribal governments.

#### 6. Public Communications

VIII

Cost to purchase program advertising space in the mass communication media is <u>not</u> allowable for subgrantees.

FEDERAL, STATE AND MOHS CERTIFICATIONS AND ASSURANCES
FEDERAL CERTIFICATIONS AND ASSURANCES
NONDISCRIMINATION

(applies to subrecipents as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prehibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.\$.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of agh; (e) the Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires Federal-aid recipients and all subrecipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities; (f) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (h) Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, et seq.), relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

### VIII. THE DRUG-FREE WORKPLACE ACT OF 1988 (41USC 8103)

The State will provide a drug-free workplace by:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - Establishing a drug-free awareness program to inform employees about:
  - o The dangers of drug abuse in the workplace.
  - o The grantee's policy of maintaining a drug-free workplace.
  - o Any available drug counseling, rehabilitation, and employee assistance programs.
  - o The penalties that may be imposed upon employees for drug violations occurring in the workplace.
  - o Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
  - Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
  - o Abide by the terms of the statement.
  - o Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
  - Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction.

- Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
- o Taking appropriate personnel action against such an employee, up to and including termination.
- o Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

#### IX. BUY AMERICA ACT

(applies to subrecipents as well as States)

The State will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

### X. POLITICAL ACTIVITY (HATCH ACT) (applies to subrecipents as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

# XI. CERTIFICATION REGARDING LOBBYING (applies to subrecipents as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and coperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### RESTRICTION ON STATE LOBBYING (applies to subrecipents as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with off a specific pending legislative proposal.

# XIII. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (applies to sub-recipents as well as States)

#### nstructions for Primary Certification

- 1. By signing and submitting this proposal, the prospective primary participant is providing the terrification set out below.
- 2. The inability of a person to provide the certification required below will not necessarily result in denial participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- 3. The certification in this clause is a material representation of fact upon which reliance was placed when department or agency determined to enter into this transaction. If it is later determined that the prospective rimary participant knowingly rendered an erroneous certification, in addition to other remedies available to the rederal Government, the department or agency may terminate this transaction for cause or default.
- 4. The prospective primary participant shall provide immediate written notice to the department or agency which this proposal is submitted if at any time the prospective primary participant learns its certification was proposed when submitted or has become erroneous by reason of changed circumstances.
- 5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, articipant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this lause, have the meaning set out in the Definitions and coverage sections of 49 CFR Part 29. You may contact department or agency to which this proposal is being submitted for assistance in obtaining a copy of those egulations.

- 6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- 7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, sust ended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
- Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions
  - (1) The prospective primary participant certifies to the best of its knowledge and belief, that its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, fals fication or destruction of record, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

  Instructions for Lower Tier Certification

- 1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Programs.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### POLICY ON SEATBELT USE

IX

XI.

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information on how to implement such a program, or statistics on the potential benefits and cost-savings to your company or organization, please visit the Buckle Up America section on NHTSA's Web site at www.nhtsa.dot.gov. Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in the Washington, DC metropolitan area, and dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to provide technical assistance, a simple, user-friendly program kit, and an award for achieving the President's goal of 90 percent sear belt use. NETS can be contacted at 1 (888) 221-0045 or visit its Web site at www.trafficsafety.org.

#### X. | POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashed caused by distracted driving, including policies to ban text messaging while driving company-owned or -rented vehicles, Government-owned, leased or rented vehicles, or privately-owned when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

#### ENVIRONMENTAL IMPACT

The Governor's Representative for Highway Safety has reviewed the State's Fiscal Year highway safety planning document and hereby declares that no significant environmental impact will result from implementing this Highway Safety Plan. If, under a future revision, this Plan is modified in a manner that could result in a significant environmental impact and trigger the need for an environmental review, this office is prepared to take the action necessary to comply with the National Environmental Policy Act of 1969 (42 U.S.C. 4321, et seq.) and the implementing regulations of the Council on Environmental Quality (40 CFR Parts 1500-1517).

#### STATE CERTIFICATION AND ASSURANCE

CERTIFICATION AND STANDARD ASSURANCE REQUIREMENT FOR:

#### APPLICANT GRANTEES AND SUB-GRANTEES

### CONCERNING: STATE, COUNTY AND LOCAL EMERGENCY RESPONSE AND VEHICULAR PURSUIT POLICIES

When truly applicable and in full cooperation with the Mississippi Office of Highway Safety, all grant and/or sub-grant recipients (regardless of the type of entity or the amount awarded) must show substantial compliance with the following statutory requirement:

On or after January 1, 2005, each state, county and local law enforcement agency that conducts Emergency response and vehicular pursuits shall adopt written policies and training procedures that set forth the manner in which these operations shall be conducted. Each law enforcement agency may create its own policies or adopt an existing model. All pursuit policies created or adopted by any law enforcement agency must address situations in which police pursuits cross over into other jurisdictions. Law enforcement agencies which do not comply with the requirements of this provision are subject to the withholding of any state funding or state administered federal funding.

MS Code Annotated § 45-1-43, effective from and after July 1, 2004.

The obligation of a recipient is to formulate, implement, and maintain certain written pursuit policies and training procedures which specifically set forth how these operations shall be conducted in accordance with State law. Note that "recipient" means any state, county or local law enforcement agency that conducts emergency response and vehicular pursuits and which may also receive any state funding or state administered federal funding.

A true copy of the law enforcement agency's emergency response and vehicular pursuit policy with pertinent training procedures must be included as an attachment to this Certification and Standard Assurance document. However, when otherwise allowed to submit an alternative for the required documentary confirmation, recipient must specifically identify and acknowledge the use of viable pertinent policies and training procedures, as these factors may be especially expressed through an appropriate letter or timely memorandum of understanding. All relevant information submitted or received shall become an actual documented part of the grant application and thus will be placed within the MOHS master file for grants.

During any occurrence or time period for application, selection, award, implementation or close out of a grant or an award, if the grantee, sub-grantee, or recipient does not show compliance with the statute emphasized above, the grantee, sub-grantee or recipient is subject to the withholding of any state funding or state administered federal funding. Failure of grantee, sub-grantee or recipient to communicate the relevant policy that is required by statute may lead to adverse cost adjustment, disallowance of costs and/or recovery of pertinent project funds. Such recovery may be accomplished on the basis of offset levied against any and all advanced funding, requests for reimbursements, or award of funds.

# MOHS CERTIFICATIONS AND ASSURANCES OCCUPANT PROTECTION HIGH VISIBILITY ENFORCEMENT (HVE)

All MS Office of Highway Safety Subgrantees must participate in each the following:

Each agency funded under a 402 Occupant Protection Federal grant must participate in the National Click It or Ficket Campaign Mobilization and Child Passenger Safety week. Forms containing the number of child restraint/safety belt citations, etc. must be submitted by the reporting deadline set forth by the MS Office of Highway Safety for the National Click It or Ticket Campaign.

Each agency must generate earned media (example: press conference, TV ads, radio ads or print news articles) either before, during, or after HVE (High Visibility Enforcement) national campaign events and must submit documentation with each quarterly report.

SUBGRANTEE PROMOTIONAL/INCENTIVE COMPLIANCE

All Current MS Office of Highway Safety subgrantee must adhere to the following compliance when ordering, receiving and distributing promotional items for the project:

\*\*All Subgrantees must have <u>prior</u> approval <u>in writing</u> by MOHS before making any request related to promotional/incentive items. A distribution plan must be submitted for approval by the program manager as well.

Promotional items: must be used to promote the programs in which are funded. Items purchased to be given away should further enhance the public's knowledge and awareness of the program the agency is implementing with federal funding. Items can be distributed during educational presentations and seminars for area schools, colleges, civic clubs, participating agencies and the general public to make them aware of the current data and dangers attributed to your program.

#### **EQUIPMENT CERTIFICATION:**

Equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the sub-grantee; or the State, through formal agreement with appropriate officials of a political subdivision or State agency, shall cause such equipment to be used and kept in operation for highway safety purposes. (23 CFR 1200.21)

Costs for equipment items are allowable only as part of a comprehensive program effort. All allowable equipment must be included on the Federal Conformation Product List (CPL), where applicable.

\*\*All Subgrantees must have <u>prior</u> approval <u>in writing</u> by MOHS before making any purchase related to equipment.

#### **DEBARMENT CERTIFCATION:**

Signatory Official

CERTIFICATION AND STANDARD ASSURANCE

th lo	the Authorized Official, I certify by my signature below, that I have fully read and am cognizant of our duties and ponsibilities under the emergency response and vehicular pursuit policies statute. Therefore, I hereby comply with a Certification and Standard Assurance requirement by submitting a true copy of the applicable state, county or an emergency response and vehicular pursuit policies with training procedures which are pertinent to this analysis.
	* * * * * * *
[A A]	ITACH TO THIS DOCUMENT: ALL APPLICABLE STATE, COUNTY OR LOCAL EMERGENCY RESPONSE ID VEHICULAR PURSUIT POLICIES WITH TRAINING PROCEDURES]
0,	is original signed form, together with the pertinent state, county or local policies to include but not limited to the ergency response and vehicular pursuit policies with training procedures must be returned to the Mississippi fice of Highway Safety, Division of Public Safety Planning, Department of Public Safety, upon approval of the itract and prior to the beginning date.
	Assurance Requirement of Subgrant Recipients:
in of	cooperation with the Mississippi Office of Highway Safety, all grant and/or subgrant recipients (regardless of the type entity or the amount awarded) must comply with the following notice requirement:
ti o MC	ring any occurrence or time period for application, selection, award, implementation or close out of a grant or an ard, if the grantee, sub-grantee, or recipient: plans, organizes, sponsors or holds any seminar, conference, vention, symposium, training, event or any other meeting which encumbers, utilizes, expends or will encumber, ize or expend grant funds, including all reimbursements derived from, generated in whole or in part, or determined per proceeds of the grant or award; the grantee, sub-grantee or recipient must appropriately notify in writing, the urrence and afford opportunity for DPSP-MOHS personnel to attend and to participate, if they so desire.  The grantee of grantee, sub-grantee or recipient to communicate relevant advance notice may lead to cost adjustment, allowance of costs and/or recovery of pertinent projects and advance notice may lead to cost adjustment,
.d√ \s	anced funding, requests for reimbursements, or award of funds.  The Authorized Official for, City of Southaven (grantee, sub grantee, sub grantee, and all
	I have fully read and am cognizant of our duties and responsibilities under this requirement. Therefore, I mise and will comply with this State Certification and Assurance condition.
	Authorized Official's Signature Date (Grantee, Sub-grantee or Recipient)
	GREG SMOROWSKI SOUTHAVEN POLICE LIEUTENANT
his ub	* * * * * * * * * * * * * * * * * * original signed form (blue ink only) must be returned to the Mississippi Office of Highway Safety, Division of lic Safety Planning, Department of Public Safety, within 10 days of the grant award beginning date.

### LOCAL GOVERNMENTAL RESOLUTIONAGREEMENT AND AUTHORIZATION TO PROCEED

WIEREAS, the <u>CITY OF SOUTHAVEN BOARD OF ALDERMAN</u> herein called the "SUBGRANTEE" has thoroughly considered the problem addressed in the application and has reviewed the project described in the FY 14 OP Special Wave Grant application; and

WHEREAS, under the terms of Public Law 89-564 as amended, the United States of America has authorized the Department of Transportation, through the Mississippi Office of Highway Safety to make federal contracts to assist local governments in the improvement of highway safety,

NOW THEREFORE BE IT RESOLVED BY THE CITY OF SOUTHAVEN BOARD OF ALDERMAN

IN OPEN MEETING ASSEMBLED IN THE CITY SOUTHAVEN, MISSISSIPPI, THIS 1th Day of April, 2014 AS FOLLOWS:

- 1. That the project above is in the best interest of the Applicant and the general public.
- 2. That the Southaven Police Lieutenant Greg Smorowski be authorized to accept, on behalf of the

Subgrantee an award in the form prescribed by the MS Office of Highway Safety for federal funding in

the amount of \$15,000.00 to be made to the Subgrantee defraying the cost of the

project described in the award.

- That the Subgrantee is not required to provide a local match in the form of cash and/or in-kind contribution of as required by the project.
- That certified copies of this resolution be included as part of the award referenced above.

5. That this resolution shall take effect immediately upon its adoption.

DONE AND ORDERED IN OPEN MEETING BY:

Dairen Mussetwhite, Mayor

Alderman Gallagher offered the foregoing resolution and moved its adoption, which was seconded by Alderman Ferguson and, was duly adopted.

Date:

Attest:

By \_\_

(Blue Ink)

Seal Seal Seal PPI



April 11, 2014

Mr. Brian Copeland, PE MDOT District 2 LPA Engineer P.O. Box 660 Batesville, MS 38606

LPA PROJECT ACTIVATION REQUEST

CITY OF SOUTHAVEN CARRIAGE HILLS BIKE-PED IMPROVEMENT

TRANSPORTATION ENHANCEMENT PROGRAM

CITY OF SOUTHAVEN, DESOTO COUNTY, MISSISSIPPI

Dear Mr. Copeland:

In accordance with the LPA Project Development Manual (PDM), the City of Southaven would like to request project activation for the referenced project, which is part of a 80% Federal - 20% local match program funded by MDOT under the Transportation Enhancement Program. The proposed project will include the design and construction of a five foot wide sidewalk and a five foot on street bike path on Chesterfield Drive, Canterbury Drive, Farmington Road, Boulder Drive and Claiborne Drive

Attached you will find (1) a vicinity map that represents the proposed project corridor, (2) meeting minutes from the Board of Aldermen meeting authorizing the project activation request and (3) the LPA Training Certificate for the LPA Project Director, Mr. Ron Smith, PE. Upon activation of the project by MDOT and receipt of the assigned Project Number, the City of Southaven will facilitate the next steps to move the project forward as detailed in the PDM, including the execution of the Memorandum of Understanding (MOU) and submittal of the LPA-100 and LPA-800 forms, etc.

The City of Southaven is excited that this project was selected under the Transportation Enhancement Program and our staff looks forward to initiating this process and working with the LPA Division to facilitate the project. Should you have any questions or require additional information, please feel free to contact myself or our Project Manager, Ms. Whitney Choat-Cook (wchoat@southaven.org), regarding this project.

CITY OF SOUTHAVEN

Darren Musselwhite-Mayor

Ms. Whitney Choat-Cook, AICP, City Planner / LPA Project Manager Mr. Ron Smith, PE, City Engineer / LPA Project Director

# A RESOLUTION BY THE TRANSPORTATION POLICY BOARD OF THE MEMPHIS URBAN AREA METROPOLITAN PLANNING ORGANIZATION ADOPTING THE FY 2013-2014 TRANSPORTATION ALTERNATIVES PROGRAM (TAP) PROJECT LIST RESOLUTION # 2013-12

WHEREAS, the Memphis Urban Area Metropolitan Planning Organization (MPO) is the organization responsible for carrying out a continuing, cooperative, and comprehensive transportation planning process in the Memphis urban area and the appropriate use of federal transportation funds in that area under the provisions of the Moving Ahead for Progress in the 21st Century (MAP-21); and

WEREAS, under MAP-21's Transportation Alternatives Program (TAP) (Title 23 U.S.C. sections 213(b) and 101(a)(29)), a polition of funding based on the relative share of the total state population is sub-allocated to large urbanized areas and "the O, through a competitive process, selects the TAP projects in consultation with the State"; and

WHEREAS, the TA Program provides funding for programs and projects defined as transportation alternatives, including onard off-road pedestrian and bicycle facilities, infrastructure projects for improving non-driver access to public transportation ard enhanced mobility, community improvement activities, and environmental mitigation; recreational trail program projects; are routes to school projects; and projects for planning, designing, or constructing boulevards and other roadways largely in the right-of-way of former Interstate System routes or other divided highways; and

WHEREAS, the staff of the Memphis MPO administered a competitive call for projects under the guidance of the Engineering and Technical Committee (ETC) and the Active Transportation Advisory Committee (ATAC); and

WHEREAS, the selection criteria for the TAP project applications reflected the Memphis MPO's adopted priorities of improving safety, security, mobility, and access for all users of the region's transportation network; and

WHEREAS, the attached list of projects recommended for full or partial funding under the FY 2013-2014 TAP, based on project eligibility and each project's ability to meet the adopted selection criteria, has been recommended for the Transportation Policy Board's approval by the ETC and the ATAC; and

WHEREAS, the Transportation Policy Board has reviewed the attached recommended project list, has considered the public comments received (if any), and concurs with the recommendations of the ETC and the ATAC; and

WHEREAS, the projects recommended for funding are described in the document attached hereto as Exhibit I;

N W, THEREFORE, BE IT RESOLVED, that the Transportation Policy Board of the Memphis Urban Area Metropolitan Planning Organization does hereby approve and adopt the attached List of Projects recommended for funding under the FY 13-2014 Transportation Alternatives Program (TAP).

Resolution duly passed on November 21, 2013

Mayor A C Wharton, Jr., Chairman

Memphis Urban Area Metropolitan Planning Organization

#### Exhibit I

### FY 2013 – 2014 Transportation Alternatives Program – Recommended Project Funding List

The Memphis MPO is administering the direct allocation of federal funding through the state DOTs to the region for the Transportation Alternatives Program (TAP). Through a competitive process assisted by the MPO's Active Transportation Advisory Committee (ATAC), federal funds totaling \$346,668 for projects in Mississippi and \$2,312,609 for Tennessee will be awarded to eligible applicants.

The MPO received a total of five applications for Mississippi projects and 10 applications for Tennessee projects under an open call for projects held from July 26 to August 20, 2013. The ATAC's preferred funding scenario, based on project scores, phasing, and available funding, is presented below for approval at the November meetings of the MPO's Engineering & Technical Committee and

igure 1: FY 13-14 Mississippi TAP Recommended Projects

Sponsoring Agency	Project Name	Total	Recommended
Southaven	Carriage Hills Bike/Ped Improvements	Score	Funding
NESCHE PLANE	The state of the s	62.85	\$150,000
	Nesoitalire Station mail and connector Station Delta View Bike Trail and Park Quarter in	74: 55:68	\$24.000
	Delta View Bike Trail and Park Overlook	53.84	\$40,000
DeSoto - 1977	Hernando Desoto River Pank Overlook		
DeSoto	Community Intersection Improvements		\$36.000
		14.05	\$96,668
	Total Federal Funds Recommende		
	Combined FY 13 & FY 14 TAP Federal Funding A	Allocation	\$346,668 \$346,668

igure 2: FY 13-14 Tennessee TAP Recommended Projects

Sponsoring Agency	Project Name	Total	Recommended
Collierville		Score	Funding
	Collierville Center Connect, Phase 2	84.52	\$880,000
Memphis-	MS:Blvd:Signalized:Pedestrian erossing.	A 5 777 15 15	18130.000
Memphis	Wolf River Greenway Phase 5	THE PERSON NAMED OF THE PARTY O	
Memphisus Prill	BalliRoadsidewalks	75.25	\$271,305
Charles Comment of the Control of th		72.25	\$250,000
Germantown	Germantown Greenway Trail	69.57	\$271,304
Memphis 1	Hanley Esischool Safety on E.		THE PROPERTY OF THE PROPERTY OF THE PARTY OF
MATA	Bus Bike Rack Replacement		ii \$120,000
Memphis W	ous one nack replacement	65.89	\$36,000
	Dunbar ESiSchool Sarety	65 25	2 100,000
Memphis	Central Library Pedestrian Access	62.8	
Memphis	Range Line Road Side Walks English Burney 1992	02.8	\$75,000
and the sail Maritin Supplement of the Supplement of the sail of t	A STATE OF THE PARTY OF THE PAR	AND 151	000,0012
	Total Federal Funds Rec		\$2,312,609
	Combined FY 13 & FY 14 TAP Federal Funding	Allocation	\$2,312,609



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

City of Southaven City Hall Executive Board Room 8710 Northwest Drive

March 31, 2014
Planning Commission
Jones Davis Engineering 8849 Hamilton Road 662-342-7273
11.86 acres
General Commercial (C- 3)/Planned Business Park (PBP)
Southwest corner of Airways and Stateline Road
Commercial/Planned Business Park

#### Staff Comments:

The applicant is requesting subdivision approval for a two lot subdivision on the southwest corner of Airways and Stateline Road. The parcel consists of 11.86 acres; the applicant is requesting to subdivide it into two lots. Lot 1 incorporates 3.19 acres and is situated along the Stateline Road frontage of the parcel. Lot 2 incorporates the remaining 8.67 acres behind lot 1 and has the entire Airways Road frontage of the parcel. There are no out of the ordinary easements for the site and the applicant has provided the standard utility easement on all sides of the lot. There is no proposed cross access to the lots. All right of way dedication for Stateline Road and for Airways Blvd have been in place prior

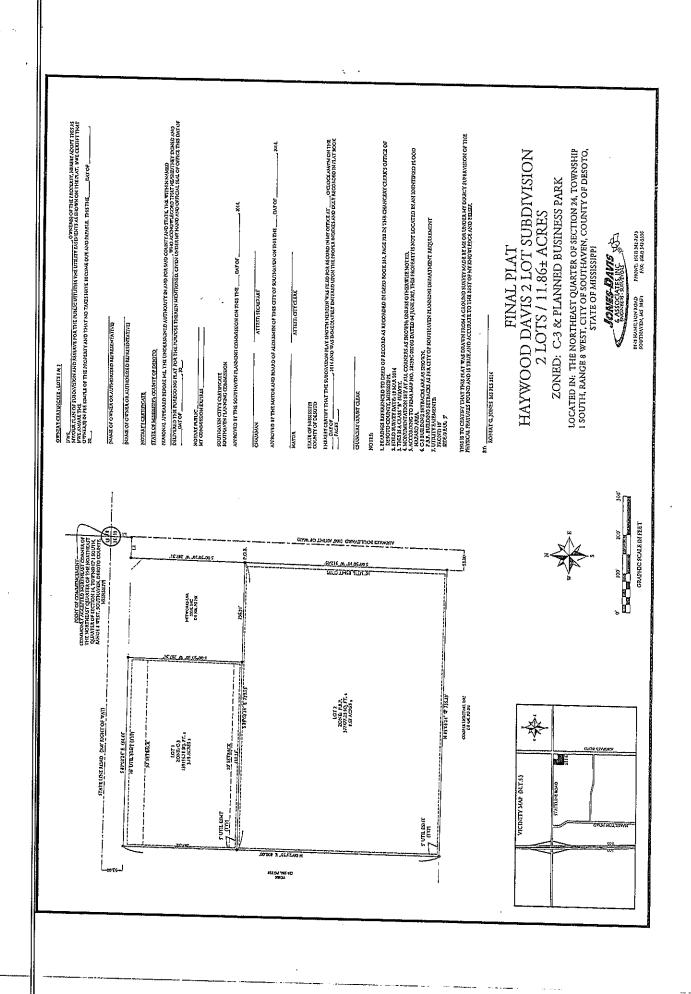
to this application.

# Staff Recommendations:

Although it is not required for the approval of this application, it may be beneficial to both lot owners to provide an ingress/egress between the lots to allow access to both roads for both lots. Staff has no comments and recommends approval.

Planning Commission Recommendation:

Motion made by: Seconded by:





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

City of Southaven City Hall Executive Board Room 2710 Northwest Dei

· <del></del>	8/10 Northwest Drive
Date of Hearing:	March 31, 2014
Public Hearing Body:	Planning Commission
Applicant	Ronnie Rowland 2446 Swinnea Road 901-335-9909
Location	Lot I Haywood Davis Subdivision
Total Acreage	3.19 acres
Existing Zoning:	General Commercial (C-3)
Location of Conditional Use application:	Southwest corner of Stateline Road and Airways Blvd.
Requirements for CUP:	

Motor vehicle repair in commercial areas has the following stipulations. Per section 13-12(m) Footnote #16 Motor vehicle services and repair shall be completely concealed from surrounding properties and store no more than five (5) non-compliant vehicles on the property at any one time. Fences utilized for this purpose shall be solid and of uniform construction and color and off sufficient height to completely conceal the vehicles. Three (3) non-compliant vehicles may be stored on the property without being concealed for a period not to exceed one hundred twenty days (120). All disposals of liquids shall be in approved DEQ containers and removed from the site frequently, other requirements may be set forth by the Fire Marshal.

Comprehensive Plan Designation:

### **Staff Comments:**

The applicant is requesting a conditional use permit to allow an auto body repair shop to be located on lot 1 of the Haywood Davis Subdivision on the southwest corner of

Stateline Road and Airways Blvd. The applicant operates an automotive body repair shop. They repair and/or replace auto body parts from front end to rear end. They also paint the repaired autos in their shop. Their customers are primarily the insurance companies that represent the car owners although they do have some walk in traffic. On occasion they will do body work on large trucks but that is a small part of their overall business. At this point, the applicant is only asking for auto body repair as opposed to motor vehicle repair which would include transmission and motor work, and other repairs that involve the interior works of a vehicle.

### Staff Recommendation:

Staff has spoken at length with the applicant about the establishment. This is a family owned and operated company that is moving from the Memphis area to this location. Staff has informed the applicant about discussing the paint booth with the fire marshal to ensure that all necessary ventilation and safety precautions have been addressed. Per the owner, there may be a few times where a large truck will need repair and will be stored on site; staff has informed the applicant that this shop needs to be primarily for standard automobiles. There will be minimal disposal of liquids on site so the applicant should be able to utilize storage drums or something else smaller that is allowable by EPA standards. Staff should inform the commission that this site is a greenfield site so the applicant will be required to submit site plan and design review applications for future planning commission approval. Pending the applicant can abide by the staff comments, staff recommends approval of a one (1) year conditional use permit with a four (4) year extension to be renewed annually.

Planning Commission Recommendation:

Motion made by: Seconded by:



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

City of Southaven City Hall Executive Board Room

8710 Northwest Drive
March 31, 2014
Planning Commission
Prime Urgent Medical c/o Yogesh Purohit 176 Goodman Road 662-536-1020
NA NA
Planned Commercial (C-4)
Same as applicant address

### Requirements for CUP:

Per section Chapter 6, Sec. 13-6(k), 4(c) "Message/reader board signs must be located below the actual business signage and utilized as secondary signage. Lettering in this district shall not exceed eight (8) inches in height and be designated as an amber, yellow, gold or white coloring". Tenant signs shall be allowed a maximum of fifteen (15) feet in height and a total square footage for the signage of one hundred (100) square feet.

Comprehensive Plan Designation:

# **Staff Comments:**

The applicant is proposing twelve plus foot (12+') monument tenant sign at 176 Goodman Road on the north side of Goodman Road, just east of Southcrest Boulevard. The proposed sign allows for two tenant spaces above a LED reader board. The overall primary signage calculates approximately 38 sq. ft. with the proposed reader board sign showing 13.75 sq. ft. The reader board shows a two line advertisement area in red.

Staff Recommendation:

The applicant is in compliance with the requirements set forth in the ordinance regarding the reader board location and the overall square footage allowed; however, as shown in the renderings, the applicant is proposing red lettering. Per the ordinance, all lettering must be amber, white, yellow or gold to comply. The applicant will need to address this change before submittal of the administrative design. Staff would also like to see improvements to the base materials of the signage. The applicant is using an existing monument sign, which shows an old white wash brick for the three bottom feet. There have been many improvements done to the overall site and the applicant has improved the curb appeal greatly. With the construction of a new sign, staff would like to see the base material match the color and the newness of the building. Pending the applicant can meet the above stated requirements, staff recommends approval.

Planning Commission Recommendation:

Motion made by: Seconded by:



FRANK BALTON & CO. INC. 5385 PLEASANT VIEW RD. MEMPHIS, TN 38134 (901) 388-1212 FAX (901) 388-9485 Email: signs@fbalton.com

February 27, 2014

To: City of Southaven - Planning Department Fr: Frank Balton & Company - Chris Haskins

Re: Prime Urgent Medical Care 176 W Goodman Rd

Ms. Choate,

Prime Urgent Medical Center owner Yogesh Purohit is requesting to remove the existing cabinet from the location on 176 W. Goodman Rd and install a new directory sign with an amber electronic message display.

Prime Urgent currently occupies two of the spaces in the three tenants building. Wing Stop now occupies the second space of the building. Prior discussion with the planning department has determined that this sign can contain multi-tenant signs. The purpose of this application is to ask for the approval of the amber colored electronic message display to be included in the new sign design.

Thanks,

Chris Haskins

Frank Balton & Company 5385 Pleasant View Rd.

Memphis, TN 38134

901-388-1212

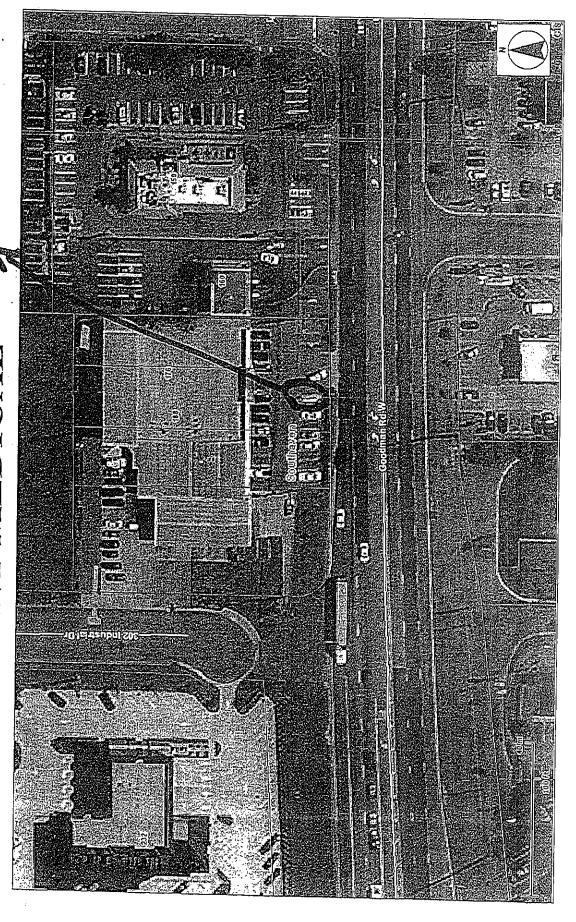
Haskins@fbalton.com

14-0125

CITY OF SOL CONDITIONAL USE	JTHAVEN E APPLICATION
As owner, agent or attorney (indicate which), i Southaven, Mississippi described as follows:	it is requested that the property located in
Location, size and address if possible: 176 Goo	DOMAN RD 350 FT WEST OF MOORE D
Zoned C-4 be considered for a Conditional U	se in the Southaven Zoning Regulations for
the following reasons:  APPROVAL OF AMBER FLECT	
OWNER	
License o region in the provide	APPLICANT FIZANK BALTON SIGNS Name: CHRIS HASKINS
Address: 176 W. GOODMAN RD A	Address: 5385 PLEASANT VIEW RIS MEMPHIS TN 38134
Phone: 662-536-1020 P	Phone: 901 - 388-1212
THE APPLICATION SHALL BE ACCOOMPANIE	D BY:
<ol> <li>Plat of the property sought to be considered.</li> <li>The application with plats, description, as Planning Department. The law requires the 15 days notice in the newspaper, therefore, working day of the month. The meeting will</li> <li>Two (2) copies each collated shall be ipeg, etc.)</li> <li>Application fee of \$200.00.</li> <li>Site posting of the subject property as description.</li> </ol>	nd letter of support* shall be filed with the e Commission to hold a Public Hearing, giving , the application must be submitted by the first libe the last Monday of the month.  submitted and a digital copy (PDF, dwg.
*NOTE: IN SUPPORT OF THIS APPLICATION, FOLLOWING WILL BE COMPLIED WITH:  a. Does not substantially increase traff b. Does not substantially increase fire in the complex of the character of the complex	YOU MUST SHOW IN DETAIL, THAT THE fic hazards or congestion. hazards. cter of the neighborhood. all welfare of the City.
THIS APPLICATION MUST BE COMPLETED AFFILED IN ORDER TO BE ACCEPTED FOR PRES	ND ALL INFORMATION PROVIDED WHEN SENTATION TO THE COMMISSION.  2 (27 / 14 Date

APPIDAVIT OF POSTING
PROJECT NAME PRIME URGENT MEDICAL
LOCATION 176 W. GOODMAN IZD
SITE POSTING DATE 3/12/2014
APPLICANT NAME: YOGESH PUROHIT C/O CHRIS HUSKINS - FRANKBALTON SIGNS
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.    Main Hullum   2 27   14     Applicant Signature   Date
This instrument was acknowledge before me this 27 day of FB12UALY, 2014 by  In vitness whereof I hereunto set my hand and official seal.
NOTARY PUBLIC
My commission expires MY COMMISSION EXPIRES JANUARY 24, 2017
Return completed, notarized affidavit AND pictures to the Office of Planning and Development AT LEAST 15 DAYS PRIOR TO PLANNING COMMISSION HEARING.
Office of Planning and Development 8710 Northwest Dr. Southaven, MS 38671 (662) 393-0111

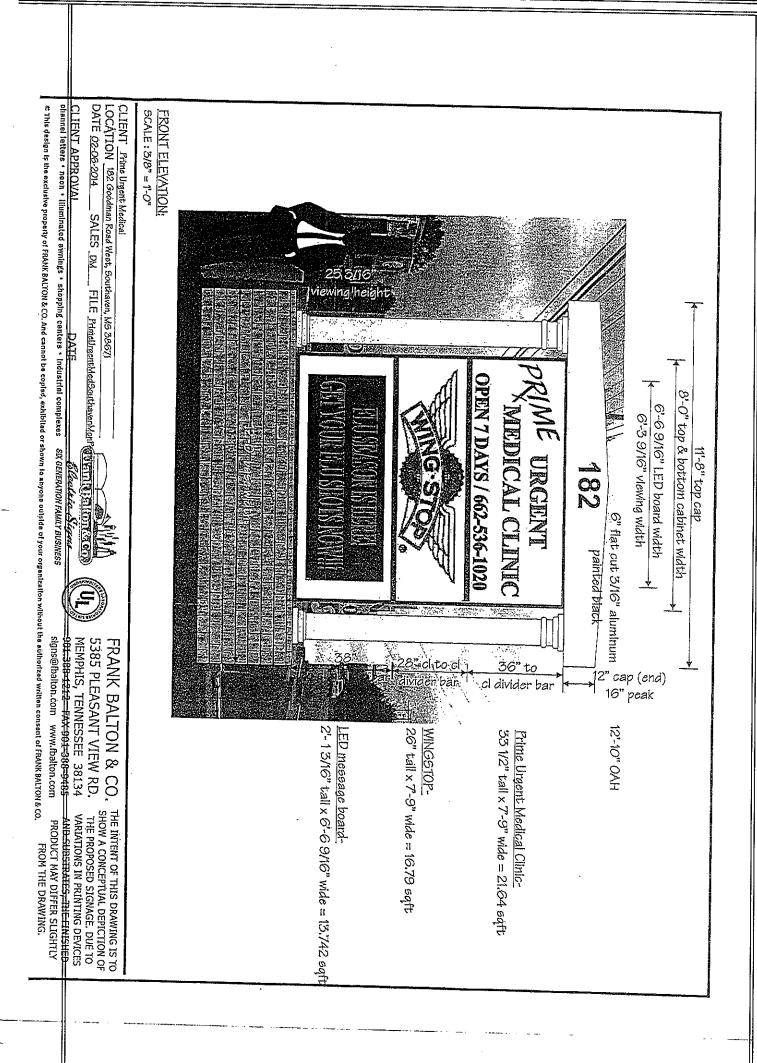
TENNESSEE NOTARY PRIME URGENT MEDI





REMOVE EXISTING CABINET

INSTALL NEW CABINET WITH AMBER ELECTRONIC MESSAGE DISPAY.





# 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:	March 31, 2014
Public Hearing Body:	Planning Commission
Applicant:	City of Southaven 8710 Northwest Drive 662-280-2489
Total Acreage:	acres ·
Existing Zoning:	Agricultural (AG)
Proposed Zoning:	Planned Commercial (C-4)
Location of Subdivision application:	East side of Getwell Road, north of May Blvd.

Comprehensive Plan Designation:

Planned Commercial

### Staff Comments:

The city of Southaven is requesting to rezone approx. 5 acres of property on the east side of Getwell Road, north of May Blvd. from AG to planned commercial. This property takes on the depth of the adjacent commercial lots to the north of the property. Prior to this application there was a Planned Unit Development plan designed with commercial and residential development for the entire site. In 2005, this PUD was reversed back to its original zoning of AG because the code of ordinance states that if there is no dirt turned within a 5 year period in a Planned Unit Development then the City may opt to reverse the zoning. In 2005, the City enforced this ordinance. The City is basing this request on the development of the surrounding properties. The Bob White Subdivision immediately to the north has sold all of the Getwell Road frontage property for

commercial development. There is an additional 16+ acres in the Bob White Subdivision behind the Getwell Road outparcels that is also zoned for commercial use. Additionally, the west side of Getwell was rezoned to a PUD with mixed use along this corridor including commercial, office and mixed use. The overall City property encompasses 11+ acres; however, staff is requesting to only rezone the front 250' along the road for commercial outparcel development. The remaining 8.5+ acre behind this area will remain Agricultural. In conjunction with this application, staff would inform the commission and board that there is a proposed city road being designed for construction on the north end of this area. The construction of this road is a collective effort of the City and the property owner to the north and would alleviate the need for additional curb cuts on Getwell Road.

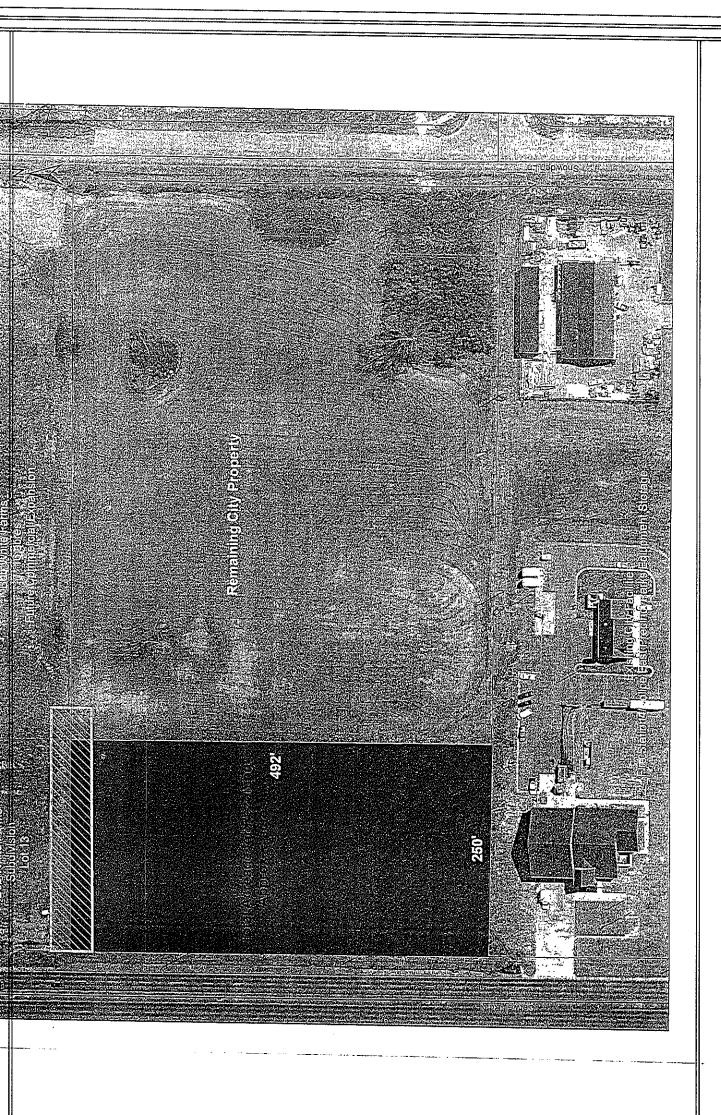
### Staff Recommendations

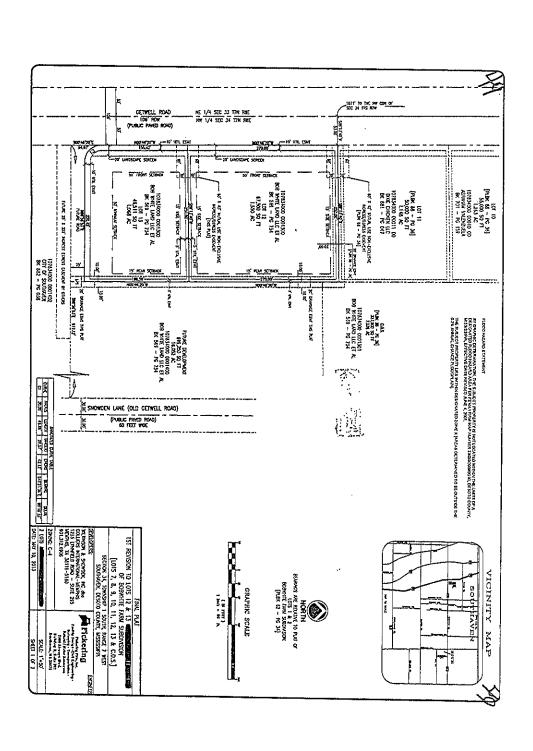
Since this is a city application, staff will not render a recommendation but will state that the proposed application is in compliance with the surrounding uses and the Comprehensive Plan for this area. The City has complied with all of the necessary steps required for rezoning a property including the erection of a public hearing notice sign on the property 15 days prior to the planning commission hearing. At this point, staff would also like to clarify that the rezoning of the property does not designate the lots dimensions nor does it allow a commercial development to go into construction phase. Any interested parties will still be required to file subdivision, site plan and design review applications that will require formal public hearings including both the planning commission and the Board of Alderman for final approval.

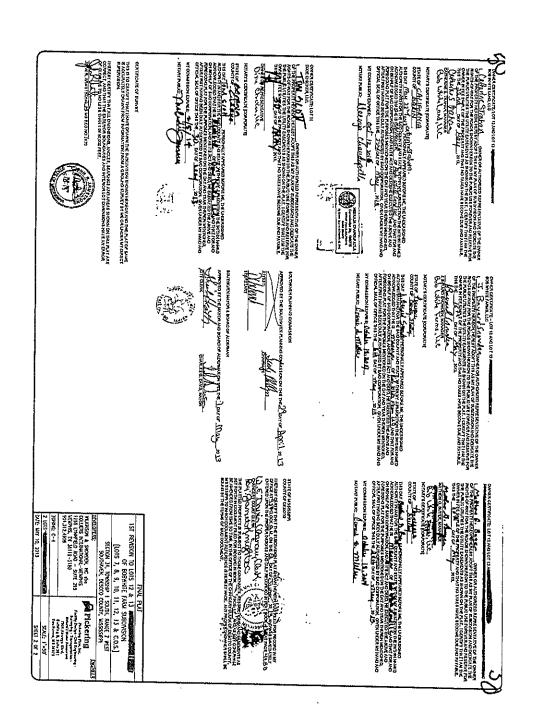
Planning Commission Recommendation:

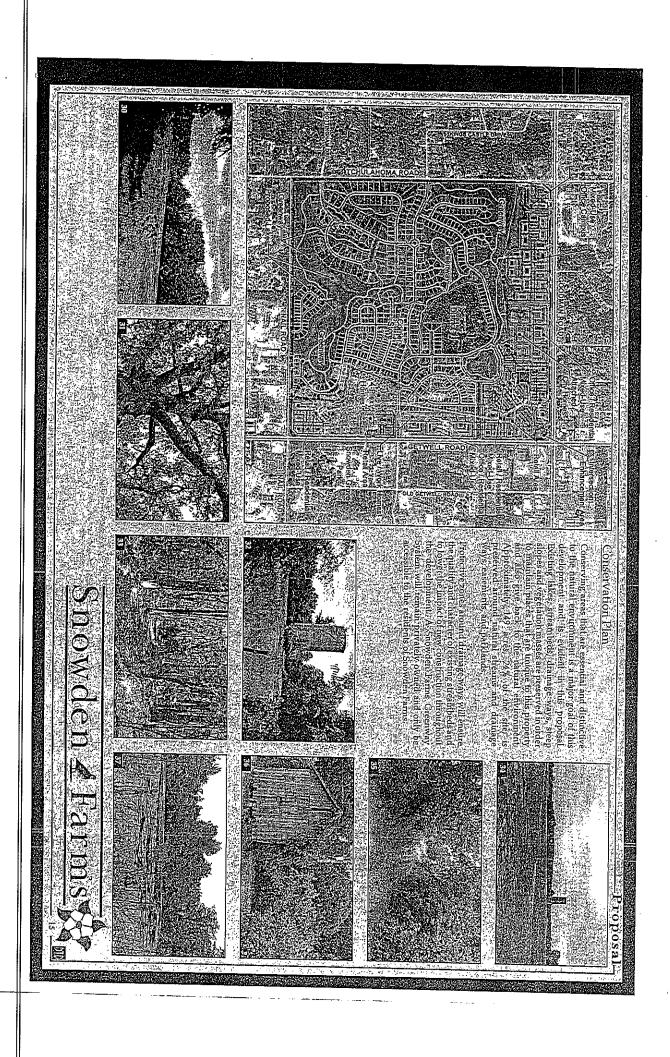
Motion made by:

Seconded by:









# City of Southaven Docket of Claims



# Warrant #: C-041514 & D-041514

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\$14,188.39	PLUM POINT SEWER PROJECT \$14,188.39	CIVII -I INK. LLC	18991	247662		
\$4,621,50	THE MOOTE GRANTHRALL TO THE TENTON	REGIVILE INKALICA PARA PARA	18221	24/618		STATE OF THE STATE
9800.00	MAPPING SETUP FOR VALVE SURVET	CIVIL-LINK, LLC	18221	217659	0	2253
00 880¢	CONTROL OF THE CONTRO	CIVIL EINKELEUE		2/176/17	\$1 E0.	246
\$2,652,00	MAINT.			- T- C-	c	2248
\$2,201.36	DCRUA METERING MONITORING &	CIVIL-LINK, LLC	18221	217664		
13825242 9b	GORPIO BENGINEERS MAPPINGUES VA 26,242 96	SECONDETINING SECOND	Et	型217662岁季到		2250 李生活情
φο,οοο.οο	COMMERCIAL METER SURVEY	CIVIL-LINK, LLC	18221	217661	0.	2252
SE SOE OO	SOCIER UMPRE	OHENOWEITH BRANDON	18076	218014	0.3	040614
0+,COI ¢		CHASTAIN RICHARD DAL	21563	217829	0	26140
myorce Amil	Invoice Description	Vendor Name	Vendor#	Youcher #	Check#	nvoice #
	•			D-041514	∞ =	Warrant #: C-041514

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9/13/29010614 116022 217256 894491010614 116022 217254	2351 2351	COMCAST	7525 GREENBROOK PARK - UTILITIES \$364.40
458907010613 416022 2172501 899023010414 116048 217743	2351	GOMCAST	GETWELL WTP
7.5229 3 3 3 3 3 2 1 5 4 7 1 7 1 7 1 7 1 7 1 7 1 7 1 7 1 7 1 7	728231 u	COMSERV SERVICES	TEGHIJABOR SOUNDIBATIEKIES: \$125.00
202017.45.70 0 218048	17845	CONCERN	\$089:INSTAILERIFLE RACK MONTHLY BILLING \$412.50
0361)144	1416 <u>E</u> 16582	CONTRACTORS SUPPLY P	NEPTIONETIONELIER  NATERIALS FOR SHOP  \$168.00
040114 0 0 217910	2751 2751	COOK GEORGE	TOURNAMENTREFUND: \$103.00
26068 277757 26068 0 217755	21523 21523	COOK STAN	
0.70613 6.40614 0 218026	18531	CORREA EDGAR	SOCCER UMPIRE \$140.00
0406 JA	836	COUNTRY FORD INC	SOCCHRUMKIKE  SOCCHRUMKIKE  09 FORD ESCAPE REPLACE FRONT \$184.95  BRAKES & RESURFACE RO  BRAKES BRAKES BRAKES BRAKES BRAKES RO  BRAKES BRAKES BRAKES BRAKES RO  BRAKES BR
28959318188 10 10 10 10 10 10 10 10 10 10 10 10 10	836	COUNTRY FORD INC	EMS-1 AIR CONDITIONING
2895108554355075555774477	836	E COUNTRY FORDING TO THE	SILVERIOROWNIVIC TO HERKENGINE ST. \$464.57

City of Southaven Claims Docket Warrant #: C-041514 & D-041	aims &	Docket D-041514				rage 10 of 30
nvoice#	Check#	Voucher #	Vendor#	Vendor Name	Invoice Description	Invoice Amnt
289534	0	217403	836	COUNTRY FORD INC	U-2 BELTS	\$656.37
289177	0.50	247568	836	COUNTRY FORDING	VIN #07/18 10 (III CHANGE A	\$39.95
041014	0	218097	21593	COURTYARD MOBILE	K JELLIN	\$485.90
0401114	0.26	H24/731/7-51/11	2/1463	GOX JERKERNABENTION.	SETTOURNAMENT REFUND	\$295.00
307400000057	0	217453	19311	CREDIT BUREAU SYSTEM	EMS COLLECTIONS - MARCH	\$1,625.70
03/18/14	116049	217857	1939	GREDITICARD GENTIER	EDIWEBIIRAINING MAYORISYOUTH 1288412631005-	[** 3000 N
040614	0	217912	20069	CRESPINO JOEY	TOURNAMENT UMPIRE	\$251.00
26101		21/7/90	20412	GRESTICONSTRUCTIONIE		\$80.64
040114	0	217508	962	CRIME STOPPERS		\$2,378.24
19662	0.7	218075	177.46	CRIMEREPORTS		4.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2
594814893	0	217532	19948	CRITICAL ALERT	PAGERS	\$42.43
6948146115***	0.35	21/807/03/11	19948	GRITICALIALIERIT SELECTION OF THE SELECT	PAGERSISPD	\$648.64*
040814	0	217620	21470	CROCKETT COUNTY CURV	TOURNAMENT REFUND	\$345.00
26142	.00	至2[7]83[上][5][2][	21565	CROMPTONICHARLES		\$96:73
01-412393	0	217414	18557	CUBE ICE INC.	ICE FOR CONCESSIONS	\$85.50
01-41236]	0:	217406	18657	CUBEICEINO E PER LA COMPANION DE LA COMPANION	I GE FOR CONCESSIONS	表现是8450,00
26150	0	217839	21573	CUNNINGHAM KEVIN & G	是是是这种是是是这种是有一种,也是是是一种,他们也是不是一种,他们是是一种,他们是是一种,他们也是一种,他们也是一种,他们也是一种,他们也是一种,他们也是一种,他	\$3.81
1472 毕业主义	. 0.	2/17/386 3	和2576。心	D&J'S GLEANING SERVI	GLEANING ATTSPACE	\$100.00
471	0	217387	12576	D&J'S CLEANING SERVI	CLEANING AT SPAC	\$150.00
4733	10 0 3 2 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3	217722	12576	D&J'S CLEANING SERVI	CLEANING OF PUBLIC WORKS	\$225100
16年 なりことはいる 大きな	0	217385	12576	D&J'S CLEANING SERVI	CLEANING SPD	\$995.00
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City of Southaven Claims Docket Warrant #: C-041514 & D-041	aims &	Docket D-041514		,	•	Page II of 30
Invoice #	Check#	Voucher #	Vendor #	Vendor Name	TOURNAMENT UMPIRE	\$35.00
040614	0	217913	11909	DAILEY, CRAIG		S116/60
260722		217761 4 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	21528 16709	DAVIS DANIEL	TOURNAMENT UMPIRE	\$355.00
040014		54.704E	48758	FOAVIS DAVIDITES		\$33.00=
040614		217916	16707	DAVIS LONNIE	TOURNAMENT UMPIRE	\$96.00
XJQIX5R65	10	2175170	342	DELIMARKETINGTE	MONITORSHOR JEREMYINJII \$32//98	\$327,98 \$5.004.24
XJD1JR768	0	217514	342	DELL MARKETING LP	VLA VMWARE PROD SOPPORT, ESSEN	40,001.01
040614	014	2/79/45 - 4/5 2/2/2/2/2/3/3/3/3/2/2/2/3/2/2/2/2/2/2/2	2/1948/15	DENNIE JOSHUAAUSTIN	PLUMBING SERVICES \$108.00	\$108.00
026093	0	10000000000000000000000000000000000000	######################################	MANUSTVIRIGHT & SON THE SOLETING	FEBRUMBING SERVICES TO SERVICE	3700000
026799 		217830	21564	DENTON VAUGHN & EFFI		\$35.83
040[13]	0	217,519	19630 A	ROEPTIOE PUBLIC SALETI VARIA	S97.45.21  SOUTH MANAGENT REELIND  \$295.00	\$9 <u>7</u> 4521 \$295,00
040114	0	217301	21447	DESO IO CARDINALO		**************************************
78106/79412		2217612 3 15 217546 217546	500515. 72.357. 497	DESOTO COUNTY ELECTR	LOOP 51 @ DORCHESTER - INSTALLED \$1,496.00	\$1,496.00
1689 E	0.2	§2 <u>18039</u>	497	TOESOTO COUNTY ELECTRY	SE MATERIALY LABOREX EQUIEMENTS (\$1.50 1000)	<u> </u>
040814B	0	217650	964	DESOTO COUNTY SHERIF	INMATE HOUSING FOR THE MONTH OF MARCH 2014	\$9,875.UU
0708112		20/649		DESOTO FAVIDEMENTAL	MAR 2014  DESOTO COUNTY HEALTH DEPT. \$210.00	\$210.00
040914	O	218083	10230			\$5295 <u>100</u> 6154
0401048		247295	21441 21457 21457	DESOTO MARLINS DF	TOURNAMENT REFUND \$295.00	\$295.00
0+011+		E-E-SANDARKEE	21450	DESOIORAVS	TOURNAMENITREFUND TO THE TOURS OF THE STATE	\$295,00
040114		40000				原理が開発を関われている。

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040614	0406145 217975 25 26092 0 217781	040314 217 <u>65</u> 4 2 040614 0 217966	040614 0 217539	26126 217.815 2 040814 0 218096	040614 21802/1 N71114A0000 0 217588	040614 0 218016 040614 0 218017	100326 10 1217399 501706 0 217666	040214 0 2/17463 26106 0 217795	3000604064	Invoice #         Check#         Voucher #           040114         0         217288
17659	18598 21544	14597			1390 1	15547	661	9579 18897	1185 1185	<u>Vendor #</u> \\ 21434
EDGEVERREY EEP	DUNIAP RACHEL	DUNCAN CATHY C	DUCK-MAN	DRESSLER JAMES DRURY INN	ADANI	LDOGKERY LAWRENGE DOCKERY PATRICK	DITCH WITCH MID-SOUT	DEVORE DOUG  DISTINCTIVE PROPERTI	DESOTO TIMES-TRIBUNE	Vendor Name DESOTO STARS
STORZ CAP WICHAIN	SCOREKEEPER	TOURNAMENT UMPIRE \$175.00	MEALS REIMBURSEMENT FOR HAZMAT CLASS	FENNELL/GIFFORD LODGING - \$315.90 INTERVIEW & INTERROGATIO SEEDING OF THE SECOND OF TH			OL.	REINBURSEMENTFOR ENSIFIGENSE: \$110.36	PLANNING COMMISSION NOTICE	ž.
\$60.00	\$27.07	\$175.00	\$40.27	\$315.90 \$325000	\$10,965.00	\$180.00	\$1,195.38	\$110.36	\$24428 \$20.88	\$295.00

040614	261924 26099 0 217788	040514 0 218090 040514B 0 218091	040614 0 217978 040614 0 217978	MSSOU347822 0 217653 040614 0 217919	040214	087714 0 217548 040614 0 217918	1526-6F以14 1116050 217788 0888-6FY14 116050 217737	дда <u>5</u> :6FY/4; 116050 21/7/д 3780-6FY14 116050 217738	26128 26128 0 217461		City of Southaven Claims Docket Warrant #. C-041514 & D-041514  Invoice # Check# Voucher #
2/1386	21548 21547	19731	2/13/16 - 1/2 19810	1064	18658 21538	2/423 18658	966 966	966 966	12561	14581 17650	<u>Vendor #</u>
FORRESTEREJOE	FOREST MEADOWS, LLC	FISHES FOR WISHES	FISHER BRITNEY	FASTIENAL FERGUSON BRIAN	EVANS OLIFIF。 FARRIS ADAM	EVANS CLIFF	ENTERGY	ENTERGY ENTERGY	EIMIA LORENA & JOSE EMERGENCY MEDICAL RE	ELEGIRONIC VAULTING	Vendor Name ELDRIDGE SERVICES
ESOCCERION FIXE STATE OF THE ST		) - WARE	SCOREKEEPER SCOREKEEPER	TOURNAMENT UMPIRE	VENDORE SWAP WAS WAS SALED \$9.59	TOURNAMENT UMPIRE	GOODMAN RD AND SCREST \$102.48	WHIITWORILH DMAN & I-55		OFFSITE STORAGE PROFESSIONAL SERVICES	
	\$189.23	\$100.00 \$80.00	\$30.00	\$262.00 \$262.00	\$9.59	\$228.00 \$278.00	\$102.48 \$40500	\$184.57 \$102.48	\$1,500.00	\$2,100.00 \$878.00	Invoice Amnt \$127.50

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\$91.72	HI OWER FOR BOOT DRYER	GORDONILUGIA	1,10525 <u>14</u> 7	1. 21.80 <u>65</u> 2.43		
\$225.00	MATERIALS, FOR SHOP	GORDON LUCIA	201 - 10525	21/683 218064	0	4025161 <i>F</i>
\$717.57	NSHECILIONS HOKES HAVE NOVO	GLEN'S GARAGE GOLD NUGGET UNIFORM	12940	217587	0	7 <u>262</u> 331298
\$50.00	SCOREKEEPER \$50.00	GIEFORD'BLAKE GILBERT CALEB	10612	21/979 21/979	0	040814 640614
\$1,083.71	TENNIS CTR \$1,083.71	GERMANITOWN/XOUTH	21/446 9669	217300 217364	0	0401/(4 5 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2
\$180.00	MEALS PER DIEM WHILE IN TUNICA FOR \$180.00  CONFERENCE  CONFERENCE	GATEWAYITIRE & SERVI GENTRY JAMES S	1449	217500	0 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1	031714
\$3,485.00	SCADA SERVICES \$3,485.00	MGAGLIANO:PAUL GAINES, ROBERT	9195	21/921 21/392	0	)406/4 1132
\$169.00	TOURNAMENT UMPIRE	GABBERT SCOTT	69/03/5 6904	217589 217920	0	NP 40798296 040614
\$7,607.32		FUELMAN	6919 6919	217564		NP40828767 0
\$215 (O) \$44.92	FUEL CARDS	FUELMAN	17939 6919	217376 (2) 217483	0	846758 846758 846758
######################################	Invoice Description CASH BOND REFUND	Vendor Name FRAME MICHAEL	<u>Vendor #</u> 21422	<u>Voucher #</u> 217547	Check# 0	<u>Invoice #</u> 032714
rage 14 01 30				Docket D-041514	aims &	City of Southaven Claims Docket Warrant #: C-041514 & D-0418

City of Southaven Claims Docket Warrant #: C-041514 & D-0411 Invoice # Check# V 117398805 0 2 117398842 0 2 117398786 0 2	Docket D-041514  k# Voucher # 217466 217672 217472	<u>Vendor #</u> 216 216 216	Vendor Name  GRASSLAND IRRIGATION  GRASSLAND IRRIGATION  GRASSLAND IRRIGATION	Invoice Description  Invoice Amnt  LABOR & CREW  REPAIR LEAKS ON COMPLEX A  ST 125 00  SPRING START UP CHECKED SYSTEMS  \$276.06	Invoice Amnt \$891.25 \$11125.00 \$100.00
15146063: 0 15146062 0	217604 217605	18342 18342 18342 10622	GREAT AMERICA LEASIN GREAT AMERICA LEASIN *GREEN!KING SPRAYSER	SECURITY SYSTEM AT SPD \$1,129.00 GITTY BRODER TYLINAINT \$24,600.00	\$1,129.00 \$24/500.00
66 26154 0	217843	21577	GRISANTI ROBYN - REN		\$1.95 \$1.95
04061 <i>4</i> ) 040614 040614	217980 F L	1068	GRONKE TOYAANN GUNN, DEWAYNE	TOURNAMENT UMPIRE \$322.00	\$322.00
65448 (03.25) 040614 0	217923	3031	HABERSTROH CHASE	TOURNAMENT UMPIRE	\$420.00
040614	217967/ 217840	21590 21574	HAMNIKEITH HANCOCK BRIAN & CAO	TIOURNAMENIAUMETIKI: \$104.63	\$104.63
040614 <sup>3</sup> 403270917 0	217405	3538	HARDIN'S SYSCO	FODDS FOR RE-SELL \$6,351.26	\$6,351.26
404039104 402281456 0	217422 217675	3538 3538	HARDINIS SYSCO HARDINIS SYSCO	FOOD FOR RESELL \$927.19	\$927.19
4032290201 00 4 00 00 00 00 00 00 00 00 00 00 00 0	2 <u>17375</u>	3538 M	HARDINIS SYSCO HARRIS CANDLER	TOURNAMENT UMPIRE \$35.00	\$35.00
040611493	217982 217982 217983	2/352 2/347	HAYES JOSHUA	SCOREKEEPER********************************	\$40.00
040614	217925	16579	HAVES ROBERT AND	TOURNAMENTUMPIRE	\$445.00

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Checket   Voucher#   Vendor#   Vendor Name   Invoice Describtion	\$173.66	FEED FOR ANIMALS	HILL'S PET NITRITION	10710		景 生成 医水体系	
Chack#   Vondor#   Vondor   Mame   Invoice Description	17 CC	FEEDFOR ANIMALS	THILLS PETENUTRITION 5	42718 1.42718	1217528	0	221479276
Check#   Voilcher#   Vendor#   Vendor   Manae   Invoice Describtion	元三十年のの元子が発生が発生された。	TOURNAMEN   OMPIKE	HILL RÖBERT	9479	217926	0	040614
Check#   Vendor#   Vendor Name   Invoice Description	00 VE 13		AHILL JESSIGA	21566	21/7832	0.5	26143
Check#   Voucher#   Vendor#   Vendor Name   Check#   Voucher#   Vendor#   Vendor Name   Chack   Chac	LV CD		HERO GEAR	14106	217566	0	730
Check#   Voucher#   Vendor#   Vendor Name   Invoice Description	\$137.00	ELECTRICAL SERVICES  AND	HERNDON ELEGRIC	979	15/15/06 To 18	0,1	14
Check#   Voucher #   Vendor #   Vendor Name   Invoice Description		MALEKIALS	HERNANDO REDI MIX	13793	217682	0	)29
Chack#   Voucher#   Vendor #   Vendor Name	\$140.00 \$140.00	102,030	HERNANDO EQUIPMENTA	224 (1)	217408	0,4	50928
Chack# Voucher# Vendor# Vendor Name Chack# Voucher# Vendor# Vendor Name 0 217394 11578 HD SUPPLY WATERWORK HANDHELDS 0 217270. 11578 HD SUPPLY WATERWORK HANDHELDS 0 217285 11578 HD SUPPLY WATERWORK SEATSHYRANT REPAIR 0 217286 11578 HD SUPPLY WATERWORK SEATSHYRANT REPAIR 0 217284 11578 HD SUPPLY WATERWORK SEATSHYRANT REPAIR 0 217284 11578 HD SUPPLY WATERWORK SEATSHYRANT REPAIR 0 217285 11578 HD SUPPLY WATERWORK METER RISERS 0 217287 11578 HD SUPPLY WATERWORK SEATSHYRANT REPAIR 0 217287 11578 HD SUPPLY WATERWORK SEWER GLEANING WETER STEATHYRANT REPAIR 0 217287 11578 HD SUPPLY WATERWORK SEWER GLEANING WETER STEATHYRANT REPAIR 0 217287 11578 HD SUPPLY WATERWORK SEWER GLEANING WETER STEATHYRANT REPAIR 0 217287 11578 HD SUPPLY WATERWORK SAME TEST PROJECT 0 217374 11578 HEBDA PATRICIA 0 217375 21532 HEBDA PATRICIA 0 217387 21532 HEBDA PATRICIA 0 217497 21532 HERNANDEZ ALBERT RE-ISSUE CASH BOND CK-LOST IN MORE TEST PROJECTION M			HERNANDO BASEBALL	21437	217291	0	0114
Check#         Voucher#         Vendor Mame         Invoice Description           0         217394         11578         HD SUPPLY WATERWORK         CHARGING STAND FOR MTR. READING           0         217394         11578         HD SUPPLY WATERWORK         SWOKE HESTING           0         217265         11578         HD SUPPLY WATERWORK         SWOKE HESTING           0         217264         11578         HD SUPPLY WATERWORK         FIRE HYDRANT MAIN WALVE           0         217264         11578         HD SUPPLY WATERWORK         SEATSHYRANT TERRICULEST FROUGHOUT           0         217264         11578         HD SUPPLY WATERWORK         METER RISERS           0         217263         11578         HD SUPPLY WATERWORK         METER RISERS           0         217267         11578         HD SUPPLY WATERWORK         METER RISERS           0         217267         11578         HD SUPPLY WATERWORK         SEWER GIB ANDON ORDS HOR HRINIJ           0         217267         11578         HD SUPPLY WATERWORK         SMOKE TEST PROJECT           0         217767         21532         HEIFET CHARLES F         SMOKE TEST PROJECT           0         217767         21524         HEIRD SUPPLY WATERWORK         SMOKE TEST PROJECT     <	\$170.00	GASHBONUJKEHUNU TOLIDAMMENT BEELIND	HERNANDEZJOSE	21424 315 33 25 25	217549 4	0.5	2714
Check# Voucher# Vendor# Vendor Name  Check# Voucher# Vendor# Vendor Name  0 217394 11578 HD SUPPLY WATERWORK CHARGING STAND FOR MTR. READING  0 217265 11578 HD SUPPLY WATERWORK CHARGING STAND FOR MTR. READING  0 217265 11578 HD SUPPLY WATERWORK SMOKE TEST PROJECT  0 217264 11578 HD SUPPLY WATERWORK SEATSHYRANT REPAIR  10 217264 11578 HD SUPPLY WATERWORK SEATSHYRANT REPAIR  10 217265 HD SUPPLY WATERWORK METER RISERS  0 217264 11578 HD SUPPLY WATERWORK METER RISERS  10 217267 11578 HD SUPPLY WATERWORK SEWER CITEAUNOUT ON SEWER RISERS  217749 11578 HD SUPPLY WATERWORK SEWER CITEAUNOUT ON SEWER RISERS  0 217757 21532 HEIFET CHARLES F  0 217767 21532 HEIFET CHARLES F  10 217767 21532 HEIFET CHARLES F  10 217767 21532 HEIFET CHARLES F	100 CO 200 CO 20		HERNANDEZ ALBERT	21317	218102	0	0514B
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Check# Voucher# Vendor# Vendor Name  Check# Voucher# Vendor# Vendor Name  0 217394 11578 HD SUPPLY WATERWORK HANDHELDS  0 217265 11578 HD SUPPLY WATERWORK FIRE HYDRANT READING  0 217265 11578 HD SUPPLY WATERWORK FIRE HYDRANT REPAIR  0 217265 11578 HD SUPPLY WATERWORK SEATS/HYRANT REPAIR  0 217264 11578 HD SUPPLY WATERWORK SEATS/HYRANT REPAIR  0 217264 11578 HD SUPPLY WATERWORK SEATS/HYRANT REPAIR  0 217265 HD SUPPLY WATERWORK SEWER GLEAN/OUTFGAPS FOR TRINIT  0 217264 11578 HD SUPPLY WATERWORK SEWER GLEAN/OUTFGAPS FOR TRINIT  0 217265 SEWER GLEAN/OUTFGAPS FOR TRINIT	\$8.69		HEBDA PATRICIA # 1	2/15/I/7 <sub>4-7-1</sub>	217749	0.50	0602
Check#   Voucher#   Vendor#   Vendor Name   Check#   Voucher#   Vendor#   Vendor Name   Check#   Voucher#   Vendor #   Vendor Name   Check#   Vendor Name   Ch			UD OCLUCT AND CINAACUT	8/41.1	21/65/	0	7894
Check# Voucher# Vendor# Vendor Name  0 217394 11578 HD SUPPLY WATERWORK  0 217265 11578 HD SUPPLY WATERWORK  0 217393 11578 HD SUPPLY WATERWORK  0 217264 11578 HD SUPPLY WATERWORK  10 217264 11578 HD SUPPLY WATERWORK  11578 HD SUPPLY WATERWORK	\$107.50	SMOKE TEST PROJECT	LD STIPPLY WATERWORK	44570			\$ \$4.65 PE
Check# Voucher# Vendor# Vendor Name  0 217394 11578 HD SUPPLY WATERWORK  0 217265 11578 HD SUPPLY WATERWORK  0 217265 11578 HD SUPPLY WATERWORK  0 217265 HD SUPPLY WATERWORK  0 217264 11578 HD SUPPLY WATERWORK	(4.108) 多元	SEWER GLEANIOUTI CAPSIFOR TRINI	WHO SUPPLY WATERWORK SEE	1478 A 14 15 15 15 15 15 15 15 15 15 15 15 15 15	2017000 TEN		
Check# Voucher# Vendor# Vendor Name  0 217394 11578 HD SUPPLY WATERWORK  0 217270 11578 HD SUPPLY WATERWORK  0 217265 11578 HD SUPPLY WATERWORK  11578 HD SUPPLY WATERWORK	\$355.23	METER RISERS	HD SUPPLY WATERWORK	11578	217264	0	16974N
Check# Voucher# Vendor# Vendor Name  0 217394 11578 HD SUPPLY WATERWORK  10 217270 1578 HD SUPPLY WATERWORK  1578 HD SUPPLY WATERWORK  1578 HD SUPPLY WATERWORK	I with the property of the pro	EAUDERDALE SMOKETEST PROJEC	岩田D SUPPLY WATERWORK生活。	411578	*2473993		27720
Check# Voucher# Vendor# Vendor Name  0 217394 11578 HD SUPPLY WATERWORK  10 217370 11578 HD SUPPLY WATERWORK		SEATS/HYRANT REPAIR	HD SUPPLY WATERWORK	11578	217265	0	55471
Neck# Voucher# Vendor# Vendor Name 217394 11578 HD SUPPLY WATERWORK	\$1 /05 50 \$1 /05 50		HD SUPPLY WATERWORK TO A	(1578)	2172707		C202526
1900 Name Invoice Description  OUABOUG STAND FOR MTR READING		CHANGING OF AND I CIVILIAN OF AN ANDHELOS  HANDHELOS	HD SUPPLY WATERWORK	11578	217394	0	26187
& U-04/5/4		CHARCING STAND EOR MTR READIN	vendor Name	Vendor #	Voucher #	Check#	voice #
	Invoice Amnt	Invoice Description		: -	041514	٠ 🗴	arrant #: C-0

City of Southaven Claims Docket Warrant #: C-041514 & D-041	& aims	D-041514 ·			•	Invoice Ampf
Invoice #	Check#	Voucher #	Vendor#	Vendor Name	Invoice Description	\$125.00 \$125.00
26155	0	217844	21578	HOLCOMB GARY W	222250	(1) (1) (1) (1) (1) (1) (1) (1) (1) (1)
9087	0	218079	16199	HOULAND INSURANCE	JRANCE	\$78 NO
040614	0	217984	21384	HOLT TANNER MICHAEL		36
319040	<u>1</u>	21/482	1895	HOMERSKELTON FORD	TOURNAMENT UMPIRE	\$509.00
040614	0	21/92/	00/1			3535183144144
26074**	0	217763	21530	HORN JASON - RENTAL	ACCEPTED IASE DO DE BIRLIC \$403.25	\$403.25
02570000614	0	217689	1388	HORN LAKE WATER ASSO	5813 PEPPERCHAUGE CA TOURIS WORKS	
060/50006/4	TA 116024	217257	1388	HORN LAKE WATER ASSOC	SEMERISWEE IVALER OF THE INC.	**************************************
040614	0	218019	10115	HOUGUE ALEX LANDEN	SOCCER UMPIRE	サイトのCOO
26093	0.5	2117782	2/1545	HUBSONIOE CONTRACTOR	00 08:9\$	\$630 00 \$630 00
ME610288MR	0	217655	989	ICM OF MEMPHIS		<u> </u>
26079	0.5	12177681513 S	12847	NEOBMATION INFORM	NCIC SUPPORT	\$224.00
MARCH-2013	0	217569	07041		AND RICHTON STREET STREET STREET	E\$1186000 = 5.75
3003614	145678 14577	2月7586 177739	9495-15-3 17738	NTERNAL REVENUE	PAYMENT - PERIOD ENDING 09/30 \$2,398.30	\$2,398.30
033114	**************************************	25.24.14.6.25.15.25.15.25.15.25.15.25.15.25.15.25.15.25.15.25.25.25.25.25.25.25.25.25.25.25.25.25	21428	NITERNAMENEVENUE SERVI	PAYMENT ISLOTE Z014	\$1768
500028638	0	217348	20490	INTERSTATE BATTERY S	BATTERIES - PARKS	\$250.00 第256.00
KD1141123		217704	12714	IRONIMOUNITAIN	AMADI CTART MODIII E	\$450,00
29145	0	217429	4494	JRSTEWART		型型(\$295)00)声号是写为
040314	0.5	11217455 <u>1</u>	2/468	JACKSON 96ERS BASEBA	TOURNAMENT UMPIRE	\$466.00
040614	0	217928	2742	JETTEROON WILLIE		\$3527/36
26162	0	217851	\$ 2/1584 Was	S JENKINS BITULE		

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EET DRS DRS	040614 21752 EAMP 040114 0 217311 21457 LAUB		26.147. 21.7836 子2(1570) 《RIDDY 040614 0 218021 18073 KLINC	26,165 26,165 21,7411 2,768 KEELII 2,7411 2,768	04/06/14 20/7/085 207/0 JONES 26086 0 217775 21539 JONES	0406:14 0 2/18020 16995 JOHNS 26070 0 217759 21527 JONES	26 刊3 9672 19672 19672 032814 0 217352 4489 JOHNS	26)18 0 217807 9672 JOHNN 26116 0 217805 9672 JOHNN	040614. 23. 10 20 217811 9672 JOHNI 26122 0 217811 9672 JOHNN	265858 20 2217513 8877 JUMMY 67406427 0 217541 295 JOHN I	Invoice #         Check#         Voucher #         Vendor #         Vendor #           628601         0         217262         887         JIMMY
4 F WASTER THOUSEN TERRORE PROPERTY WASTERN TO THE PROPERTY PROPERTY TO THE P		A		Ň	Е		NBIDRS		BLDRS		

City of Southaven Claims Docket Warrant #: C-041514 & D-0415	ims I	Docket D-041514				Invoice Amnt
Invoice #	Check#	Voucher #	Vendor#	Vendor Name	Invoice Description	\$1.37
26132	0	217821	21556	LEE RIDDLE- HOME REN		要なるののでは、一般のでは、
26073	0.	217762	215291 	LEEKE GALE LEHMAN ROBERTS CO	PATCHING	\$224.00
23835		217464	759	EEHVAN ROBERTS CO	PATCHING \$234,64 1	\$234.64 \$288.64
23802	0	217556	759	LEHMAN ROBERTS CO	FAICHING	等145000第三章
040614	0	2179314	18760	FINCHINGE CARRY	S111.77	\$111.77
26115	0	217804	19711	LIFESTYLE HOMES ILC		10 A
261357	0	217824	21559	EISHMANANN - THE STATE OF THE S	\$48 00 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	\$ 48 OO
040614	0	217986	17645	LITTLE JOSEPH	SCOREKEEPEK	Sando De Sando
0406 4	0	7/17987	2/135/135	THOYDHAURIE	SUBARREE FOR	\$585,00
040314	0	217457	21466		AND THE REPORT OF THE PROPERTY	<b>表 24 6 0 0 6 音 / 2 1 7</b>
040414	0.	218084)	4.8 <u>981</u>	NIOSANTEFIX	MS: \$63.52	\$63.52
26133	O	217822	21557		THE TAX TO THE PROPERTY OF THE	李261250分表示
92645159	0.0	208046	12078	ATOURNILLEISTUGGER	SCOREKFEPER \$84.00	\$84.00
040614	0	217988	16895	LUNAMAND SAMAN II S		\$576,000
7.5902	0	217676		EMEMIEROMOTIONS	COMFORT COLOR TEE FOR RESELL \$459.00	\$459.00
75631	0	218059	. 3011		ANTENNIVABIRO SHIRTIS	\$939100
7.5398	O	21/37/2	100 July 100 S	M & M BROMOTIONS	GRANDKIDS/FIRST CHANCE SHIRTS \$768.00	\$768.00
75401	0	21/36/	. 11	NI C NI L L V V III - V V V V	WAS ENVIOUS CARLENBROOK SHIRTISME	\$800160 E
<u> </u>	1.0	277870 <sup>#</sup>	30/11/8	WINDEROMOTIONS	GRANDKIDS/SNOWDEN SHIRTS \$300.60	\$300.60
75403	0	217368	3011	M&MPROMOTIONS		<b>53.73.74.0</b>
7534至其数35、65分	0.50	217366	30/01/2	Maniero Molifons		
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City of Southaven Claims Docket Warrant #: C-041514 & D-041	ns Docket & D-041514				rage to or oo
Invoice # Che		Vendor #	Vendor Name	Invoice Description	Invoice Amnt
75444 0	217365	3011	M & M PROMOTIONS	HENLEY SHIRTS	\$139.90
.5435	24/37/L 21/369	30/1/UE	M& M PROMOTIONS  M & M PROMOTIONS	SNOWDEN BASEBALL SHIRTS	\$7 <u>5</u> 9;00 \$600.00
	208060	1100	HWIS MEROMOTIONS	SWEATSHIRT BUANKET RESELLS ASSESSED SERVICES	1 3 3 00 00 T
75630	218058	3011	M & M PROMOTIONS	T SHIRTS FOR RESELL	ψ103.73
756325 - 2325 - 074	2[806]	3011	M&WIPROMOTIONS	TANKTOPSFOR RESELLER 1982 A 188240 00	业的"是S2401000"。 1
75454 0	217467	3011	M & M PROMOTIONS	UNIFORMS	\$489.82
26098463444650	2/7/87	8636	MAHOMES SEMONAM	\$4(12.62)	**************************************
1232 0	217698	18472	M2MANAGEMENT SOLUTIO	FLEET TRACKING SYSTEM	\$1,295.05
040114	7. 217.293 - 12.	£21439 7 E	NADISONILONGHORNS AT THE	ESTOURNAMENT REFUND	285 JUL 285 JU
10008 0	217509	14117	MADISON SIGNS	PROSECUTORS MANUALS	\$1/1.00
01835981N-1-10	218041	1/34	FINAGNOLIABLECTRIC	WWW.OGAITBASE.	第19500年 第177 ED
0183738-IN 0	218040	734	MAGNOLIA ELECTRIC	MOGAL BASE	
188947	21747(1)	308)	MAINTENANGE SUPPLY	PAINTMARKERS KEVSTOCK; SITEEL	150 OA
040614 0	217932	1051	MALONE TERRY	TOURNAMENT UMPIRE	\$1,580.00
260801-24-4-10,3	21776954	21539	MANJIYANIAMEERALIYA		1000000000000000000000000000000000000
040614 0	217989	20371	MARTIN JEAN CALVERT	SCOREKEEPER	\$54.00
040614	生子生了218009年末年21592年	2/2/1592	MARTINITAUREN	SGOREKEEPER	\$ 00,000 PER
769 0	217713	1320	MARTIN MACHINE WORKS	MATERIALS	\$279.00
77.0	至于107703	1320	MARITIN MACHINE WORKS		\$388.00
040614 0	217933	13665	MARTINEZ STEVEN JR	TOURNAMENT UMPIRE \$321.00	\$321.00

26082	040614	04006074	040614	040614	26088	99	98,3	03281 <u>4</u> 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4	040614	687673 V	57775907	0327/14	14235	142303	14229	260945	26095	030744E-2016	09	Invoice #	City of Southaven Claims Docket Warrant #: C-041514 & D-041
	0	0.5	0			0	0.2	0			0	0	0	0.5	0	105	0			heck#	) Claims Docket 514 & D-041514
	217994	217992	217991	2179934	248020	218056	217418	217357		21/75//3; 21/75//3; 21/7990	218052	2175827	218069	217681	217680	217783	217784	217349	217442	Voucher #	et 1514
42 0 0 0 0 0	18597	18653; <u>*</u>	21415	2/1855	2/1586 2/1323	16884	16884	16884	3316884	/88/4 21342	1092	.; 2/1427	232	235	232	2]546	21546	13370	13370	Vendor#	
MODANIE	MCCULLAR	WECORMIC	MCCORM	011000M#	MCCLEND	MCARTHU	III MOARTHU	MCARTHU	MOARTHU	MAYO CHARLES	AADUI IVIN	MATHESO!	MATHESU	MATHESON	MATHESON	MASSEY H	MASSEY HOMES	MARYJEGAIN	MARY J. CAIN	Vendor Name	
II-DANIEI - 8-II	R MADISON	IGK/BRENNO	MCCORMICK BRAYDEN	Megolieguehimihiam	MCCLENDON MERRIAH	MCARTHUR MARGARE	JOARIHURIMARGARE	MCARTHUR MARGARE	MCARTHUR WARGARE		WALLDEVY BLIVDELY SO	HESONJAMES CO	MATHESON & ASSOC LEG	MATHESON&ASSOCIUO	MATHESON & ASSOC LLC	MASSEY HOMES BLOGR	OMES BLDGR	N	Ž	ame	
		NUS.												O G	C						
	SCORERECTOR	SCOREK	SCOREKEEPER	SCOREX	SOCCER	ARIILA	ARIGILACHER	ART INST	ARTINO	SCOREKE	WATES	MS COUR	A GASH RO	ALARM SY	ALARM SE			LINE DAN	LINE DANCE CUXO	INVOICE L	
			EEPER		SOCCER UMPIRE		AIRTEACHER	T INSTRUCTOR	INSTRUCTOR :	OREKEEPER	SESHORALU	T RULES 2014	VIDIREHUNDIS	STEM REPAIL	RVICES FOR			EDANG INDIA OG LOIX		Invoice Description	on Fintion
											STATIONS	SUPPLEMEN		ARM SYSTEM REPAIR AT COLLEGE RD	PAC	BAC SALES			700 TO THE		
	\$ \$36.7°	\$12.00	\$60.00	372.00	\$60.00	10 mis 20 72 mis 50	\$105.00	\$105.00	34.5105.00 E	\$36.00	WITRESSEST ORALI STATIONS	COURT RULES 2014 SUPPLEMENT \$21.44	\$500.0	ARM SYSTEM REPAIR AT COLLEGE RD \$95.00	三音 圣 \$ 16524	\$1,049,00	\$12.03		80 <u>00</u>	\$60.00	lnvo <b>i</b> c
							<b>5</b>	0 0			- TE - TE - 100			1000 A 1	00	00	選が基本では、	野はなると	· (1) (1) (1) (1) (1) (1) (1) (1) (1) (1)		Invoice Am <u>n</u> t

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City of Southaven Claims Docket Warrant #: C-041514 & D-041	s Docket , D-041514				Page 22 of 38
Invoice # Check# 26166 0	<u>ck# Voucher#</u> 217855	<u>Vendor #</u> 21588	Vendor Name MCGAUGHY ANDREW		\$29.58
2676712 2 1 0 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	217354	21588*** 13302	MOGREGOR BILLEY MCMULLIN GLORIA	LINE DANCE INSTRUCTOR	\$4.05 \$240.00
04081/4 July 0	217678 217610	16393 18772	MEARS HAROLO MEDICAL ACCOUNTS REC	EMS BILLING SERVICES - MARCH \$4,648.10	\$25,000 \$4,648.10
0403.14/13/2 18/0	21/868 21/572 21/572	18567 S 12750	MEMPHIS BARBEGUEGO TO MEMPHIS COMMUNICATIO	SPRINGFEST 2014-101TVOF SOUTHAVEN PAVILION - CAMERA \$250.00	\$5 <u>744180</u> \$250.00
73351 0	217310 217281	21456 8159	MEMPHIS NATIONAUS  MEMPHIS READY MIX	**************************************	\$2950 <u>0</u> \$153.00
73483 103 103 103 103 103 103 103 103 103 10	217223 4 217593	8/159 19268	MENTAL HEALTH SERVIC	PATE - PRE EMP. SCREENING \$195.00	\$195.00
3440]]] 96806 0	217285	2/1392 354	METER SERVICE AND SU	(STOCK 3/4" WATER MTR) 3/4" WA \$8,450.00	\$8,450.00
196839 0 U	217436 217435	354 354	METER SERVICE AND SU	HERSEY METER \$297.00	\$297.00
196903: 15 15 15 10 15 10 15 15 15 15 15 15 15 15 15 15 15 15 15	217430 217433	354 354	METER SERVICE AND SU	STOCK MATERIALS	\$626.65
927.14.15.5.7.7.0.0.0.0.0.0.0.0.0.0.0.0.0.0.0.0.	717346 717780	21465 21435	MID SOUTH BLUES	SPORTS:REFUND \$295.00	\$ <u>55:00</u> \$295.00
464558	2/17332 31 2/17334	6685	MID SOUTH DIGITAL	S	\$47 <u>6.52</u> \$97.36
		TANK ARTES		VETHA7768-711H FLOOR JEGS TO SEE \$22.83	\$22,83,37

Vendor #         Vendor Name         Invoice Description         Invoice Amnt           6885         MID SOUTH DIGITAL         #A1776 - SFD STATION 3         \$3.86           6885         MID SOUTH DIGITAL         #A1861 - SENIOR SERVICES         \$2.341           6885         MID SOUTH DIGITAL         #A2388 - CLERKS OFFICE         \$2.341           6885         MID SOUTH DIGITAL         #A2388 - CLERKS OFFICE         \$2.341           6885         MID SOUTH DIGITAL         #A2387 - COURT         \$3.59           6885         MID SOUTH DIGITAL         #A2762 - COURT         \$1.63           6885         MID SOUTH DIGITAL         #A2767 - SFD         \$1.77           6885         MID SOUTH DIGITAL         #A3867 - SFD         \$1.90 - 66           6885         MID SOUTH DIGITAL         #A3867 - SFD         \$1.90 - 66           6885         MID SOUTH DIGITAL         #A3867 - SFD         \$1.06           6885         MID SOUTH DIGITAL         #A3867 - SFD         \$1.06           6885         MID SOUTH DIGITAL         #A3867 - SFD         \$1.06           6885         MID SOUTH DIGITAL         #A3867 - SFD         \$1.00           6885         MID SOUTH DIGITAL         #A3867 - SFD         \$1.00           6885	5705023274	27267 0 217728	217	612688 0 217283	82811A-1 0 217448	464634 0 21/336 83205A 2008	100 - 100 -	464587 464918 0 217335	461497. 0 217333 0 464535 0 217333	464460 0 217344 6	464b042 464441 0 217343 6	02 (207342) 3 0 217337	764502 464462 0 217331 6	City of Southaven Claims Docket         Warrant #: C-041514       & D-041514         Invoice #       Check#       Voucher #       ½         464466       0       217338       6
Invoice Description	196945 APP MID SUBJUIT BEBUOMER AS TO SEE			)91	MID SOUTI	Mirk							MID SOUT	Vendor I
		FINANCIA PROPERTY OF THE PROPE	PHONE SERVICE \$66	MATERIALS FOR SHOP	TONER - AUMIN	\$ 1000自旧尺   \$25	#A40// 35E#/ #G0788 - SPD \$41	#A4738 - SPD E PRECINCT \$5.5	\$199 #A3957 - SPD #: #AX#6765	#A2762 - COURT #A3190 WATER DEPT	#A2615 - GOLF #A27617 GOURT	#A2388 - CLERKS OFFICE \$23.4 #A2406 - BARKS - 5-18-18-18-18-18-18-18-18-18-18-18-18-18-	#A1861 - SENIOR SERVICES \$524 #A22114 PARKS	Invoice Description #A1776 - SFD STATION 3 \$9.86

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City of Southaven Claims Docket	ocket				Page 24 of 38
Invoice # Check#	5	Vendor#	Vendor Name	Invoice Description PHONE SERVICE	Invoice Amnt \$180.00
27238 0	217730	19694		FOUND SERVICE	1500E
0406:14 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	247 <u>9</u> 35	12494	MILLER PEYTON	TOURNAMENT UMPIRE	\$385.00
04)(14) 338 0	2/18]0] 218053	315,00 mg	MISSISSIPPI LEMTASSO	LVENDORREGISTRATION FOR MEMIA. 1,8300.00 LCONTERENCE SOUTH GLOBAL WS 90 \$2,625.00 TEAMS	\$3600.00 \$2,625.00
040174	2173153 <u>5</u>	22  46    <u>2</u>   4 2  58	MISSOURI STIXX MOBLEY MARGIE - REN	TOURNAMENT REFUND: \$21.20	\$21.20
040/3/4 040614 040614 0	2174 <u>5</u> 7 218010	18121	MOFETTIKEITH MOORE AUSTIN	EMIT BIJLGENSEREIMBURSEMENIT 1850/00 SCOREKEEPER \$36.00	\$36.00
04131/L 05 1 0 26145 0	217834	21568	MOORE NICHOLAS	SPRINGEEST CRAWFISH	\$23.48
2608] 0 040114 0	21/ <u>17</u> 70 217302	2 <u>1534</u> 21448	MORRIS JR JR D JR MS ATHLETICS GOLD	TOURNAMENT REFUND	\$295.00
20803 21780 21780	27.767 <i>A</i> 2.77533	3923 3 958	MS STATE FIRE ACADEM		\$365.00
21/58 26/12 0	217534 217801	19403	MTR PROPERTIES, INC	SINN SMOKE BIVER	\$19.52
040114 040414 0	217374 218078	21460 1100	MULLINS, MIKE	TIOURNAMENT REFUND.  MISC., BEER PERMIT, TOYS, INK \$497.39  CARTRIDGE, PROPANE,	\$497.39
781 0	217/27 218067	<u>1</u> 1540 1540	MURPHY & SONS, INC.	MATERIALIS FOR PROJECT 1519 3251 32 32 32 32 32 32 32 32 32 32 32 32 32	\$475.00 \$4645/,000
門が大道国を保護が開発的は大学の場合			一日の一日の一日の一日の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本	· · · · · · · · · · · · · · · · · · ·	The second of the second of the second

City of Southaven Claims Docker Warrant #: C-041514 & D-041	D-041514			Invoice Description	Invoice Amnt
Invoice # Check#	# Voucher#	Vendor #	Vendor Name	HARDRICK TAG	\$8,43
		15230	MY-LOR. INC.	TONON IN TONON IN THE SECOND I	\$5.26
40304906 7-5-20	5-247719 S	265	MYERSTIRE SUPPLY DI	LENALO NO NOTA	\$40.00
040614 <sup>0</sup>	217937	4629	NAILS IVAN W	TOURNAMENT OWNING	報告》( <b>524/98</b> <u>53</u> 7 <u>5</u> 2 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7
05885334	218073	41150X525X	NAPA GENÜINE PARTS C	BATTERY \$59.18	\$59.18
065274	217415	1150	NAPA GENOINE FORTO O	WEATHERWEOR 2008 TRUCK	07.711\$
0566123	2/(8074	1150/	NAPA GENJINE PARIS C.	\$16.53	\$16.53
044826 · 0	218071	1150	NAPA GENUINE PARTS C		12.083 13.083 10
064203	517,474	111501	RNAPA GENUINE PARTS 62 12	\$64.50	\$64.50
045673 0	218072	1150	NAPA GENUINE PARTS C		## \$45.69 <i>£c.</i>
065393	217425	41150	NAPA GENÜINE PARIIS U	\$200.00	1.20
267501 0	217350	1447	NATURE'S EARIH PRODU	MODEL INDIRE	\$80:00
0406(4	218024	1807/	NEEL SCHAFFER INC	STORMWATER INSPECTIONS \$5,909.42	\$5,909.42
1016623 0	217438	1100	AND THE PROPERTY OF THE PROPER		\$4375
26090) The second		20070	NEWSOM TIMOTHY	TOURNAMENT UMPIRE \$35.00	\$35,00
040614 0	21/938	C. 1007	NEWTONTROPHY	、HBESIT GETTHE SOUTHTIR ORHIES - 1945年1957952-355	10 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5
90089	21/05/25/3	601	NORTH MISSISSIPPI TI	SPECIALS OPS TIRES	\$735.68
0060102		1697E	TANORTH MISSISSIPPINITA	SUTIRES TRAILER 870	\$454,203
00001100	247/07	1099	NORTH MS PEST CONTRO	385 STATELINE RD	\$180.00
590805	164117			87/DINGRIHWESTIDR	**************************************
590804	2/17/496 -4	E SERVICE E	NORTH MS DEST CONTRO	SPRAYING FOR CONCESSIONS \$369.00	\$369.00
593127	217473	1099		ANGERIEWAN DANG #3780	\$168.64 1
692470000644 <u>31460</u>	257245210281454	35-1105-125	NORTHUENTRACE DECIMAND THE		は は は は は は は は は は は は は は は は は は は

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·	\$52/10 *501.04	\$2,10 CHAIR MTG. ROOM - COPY PAPER \$501.04	OREILLYS AUTO PARTS	7 <u>304</u> 71 7600	2174 <u>8</u> 0 217582	0	7791-295977 701220453001	
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	Page 26 of 38				Docket D-041514	aims &	City of Southaven Claims Docket Warrant #: C-041514 & D-041	

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# Minutes, City of Southaven, Southaven, Mississippi

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Page 38 of 38

Total Invoices Paid on this Docket: \$1,152,968.99

# City of Southaven Docket of Claims



# Warrant #: S-041514 & S-041514

City of Southaven Claims Docket
Warrant #: S-041514 & S-041514

S6439	SI5892	S15173	P3 <u>5767</u>	P35582	미영4129	Pl33891	P184104	SI5975	<u>SI6098</u> ;	SI6128	F134619	PI34317	<u>Invoice</u> #
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Total Invoices Paid on this Docket: \$8,029.43

# MINUTES OF THE SPECIAL MEETING OF April 21, 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 Special Session on the 21st day of April, 2014 at four o'clock (4:00) p.m. at City Hall.

#### Present were:

William Brooks
Kristian Kelly (By Teleconference)
Shirley Beshears
George Payne (By Teleconference)
Joel Gallagher (By Teleconference)
Scott Ferguson
Raymond Flores
Alderman, Ward 2
Alderman, Ward 3
Alderman, Ward 4
Alderman, Ward 5
Alderman, Ward 5
Alderman, Ward 6

Also present were Mayor Musselwhite, Andrea Mullen, Assistant City Clerk, and Nick Manley, City Attorney. Approximately ten (10) other people were present.

Mayor Musselwhite called the meeting to order.

#### PETITION FOR PID HEARING DATE

The Board of Alderman (the "Governing Body") of Southaven, Mississippi (the "City"), took up for consideration the matter of the Petition for the creation of the Outlet Shops of the Mid-South Public Improvement District. Thereupon, Alderman Brooks offered and moved the adoption of the following resolution:

RESOLUTION OF THE CITY OF SOUTHAVEN, MISSISSIPPI, ACKNOWLEDGING RECEIPT OF THE PETITION FOR THE CREATION OF OUTLET SHOPS OF THE MID-SOUTH PUBLIC IMPROVEMENT DISTRICT (THE "PETITION"), AUTHORIZING A PUBLIC HEARING REGARDING THE PETITION BE HELD PURSUANT TO THE PUBLIC IMPROVEMENT DISTRICT ACT, CODIFIED AT SECTIONS 19-31-1, ET SEQ., OF THE MISSISSIPPI CODE ANNOTATED 1972, AS AMENDED, (THE "ACT"); AND FOR RELATED PURPOSES.

WHEREAS, the Act authorizes the creation of public improvement districts and also establishes the procedures necessary to create such public improvement districts;

WHEREAS, the first step established under the Act in creating a public improvement district is for the submission of a petition to the public body in which such public improvement district is to be created; and

WHEREAS, the Governing Body of the City is in receipt of the Petition, which is a petition for the creation of Outlet Shops of the Mid-South Public Improvement District ("Mid-South PID") pursuant to the Act and which a copy of such Petition is attached hereto as EXHIBIT A, and such Petition requests the Governing Body to hold a public hearing and publish notice of such public hearing concerning the creation of Mid-South PID.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE COUNTY, AS FOLLOWS:

# Minutes, City of Southaven, Southaven, Mississippi

SECTION 1. That receipt of the Petition is hereby acknowledged.

SECTION 2. Pursuant to the Act, a public hearing shall be held with respect to the Petition at the regular meeting place of the Governing Body at the City Hall Board Room located at 8710 Northwest Drive, Southaven, Mississippi at 6:00 p.m. on May 20 2014.

SECTION 3. That the City Clerk is hereby directed to publish the Legal Notice attached hereto as EXHIBIT B in *The Desoto Times*, a newspaper having a general circulation in the County and City and in which the City is authorized to publish legal notices, once a week for four (4) weeks prior to the date set forth in Section 2 hereof.

**SECTION 4.** For cause, this resolution shall become effective immediately upon the adoption thereof.

Following the reading of the foregoing resolution, 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 Alderman Kristian Kelly Alderman Shirley Beshears Alderman George Payne Alderman Joel Gallagher Alderman Scott Ferguson	voted: YES voted: YES voted: YES voted: YES voted: YES voted: YES
Alderman Scott Ferguson Alderman Raymond Flores	voted: YES voted: YES

RESOLVED AND DONE, this 21st day of April, 2014.

CITY SEAL

	DARREN MUSSELWHITE, MAYOR
ATTEST:	
CITY CLERK	<del></del>

#### EXHIBIT A

COPY OF PETITION FOR CREATION OF TRADITION PUBLIC IMPROVEMENT DISTRICT

(See attached)

### Minutes, City of Southaven, Southaven, Mississippi

#### EXHIBIT B

#### LEGAL NOTICE

#### NOTICE OF PUBLIC HEARING CITY OF SOUTHAVEN, MISSISSIPPI

Notice is hereby given by Southaven, Mississippi (the "City"), that a public hearing will be held on May 20, 2014, beginning at 6:00 p.m., at the regular meeting place of the Board of Alderman in the City Hall located at 8710 Northwest Drive, Southaven, Mississippi to consider the creation of The Outlet Shops of the Mid-South Public Improvement District ("District") pursuant to a petition filed with the City and in accordance with the provisions of Sections 19-31-1, et seq., of the Mississippi Code Annotated (1972, as amended).

It is proposed that the District will be called The Outlet Shops of the Mid-South Public Improvement District. The proposed areas to be included in the District are as follows:

That certain piece of property located in Southaven, Mississippi:

PROPERTY DESCRIPTION: SEE EXHIBIT "A"

A copy of the Petition relative to the creation of the District is filed with the City Clerk and is available for inspection during regular business hours at the Office of the City Clerk, Southaven, Mississippi.

Witness my signature and seal, this the 21st day of April, 2014.

#### SOUTHAVEN, MISSISSIPPI

BY: _			 
	TITLE:	MAYOR	

PUBLISH on each of the following dates:

April 24, 2014

May 1, 2014 May 8, 2014 May 15, 2014

#### EXHIBIT A TO PUBLIC NOTICE

Description of part of Tract 1 and Tract 4 of the DeSoto Pointe Development, LLC property recorded in Book 623, Page 360 in the southeast quarter of Section 1, Township 2 South, Range 8 West and in the southwest quarter of Section 6, Township 2 South, Range 7 West, DeSoto County, Mississippi:

Commencing at the southwest corner of Section 6, Township 2 South, Range 7 West; thence south 90 degrees 00 minutes 00 seconds east, 95.86 feet to a point; thence north 00 degrees 00 minutes 00 seconds east, 103.71 feet to a found iron pipe in the north line of

# Minutes, City of Southaven, Southaven, Mississippi

Church Road (R.O.W. varies) and being the southwest corner of Lot 4, Plum Pointe P.U.D. recorded in Plat Book 61, Page 4 and also being the Point of Beginning; thence in a northwesterly direction with the north line of said Church Road the following calls: north 77 degrees 48 minutes 04 seconds west, 109.52 feet to a found rebar; north 28 degrees 53 minutes 04 seconds west, 276.08 feet to a found rebar; south 88 degrees 58 minutes 16 seconds west, 588.71 feet to a found rebar; along a curve to the right having a radius of 1312.40 feet, delta angle of 20 degrees 32 minutes 32 seconds, chord = north 44 degrees 53 minutes 11 seconds west - 468.02 feet, an arc length of 470.53 feet to a found rebar in the east line of Interstate 55 (R.O.W. varies); thence in a northerly direction with the east line of said Interstate 55 the following calls: north 25 degrees 10 minutes 29 seconds west, 539.28 feet to a found concrete monument; north 11 degrees 18 minutes 57 seconds west, 59.31 feet to a set 1/2" rebar with plastic cap; thence in an easterly direction across Tract 1 of the DeSoto Pointe Development, LLC property recorded in Book 623, Page 360 the following calls: north 65 degrees 02 minutes 36 seconds east, 911.74 feet to a set 1/2" rebar with plastic cap; north 24 degrees 23 minutes 11 seconds west, 140.01 feet to a set 1/2" rebar with plastic cap; north 66 degrees 26 minutes 35 seconds east, 395.33 feet to a set 1/2" rebar with plastic cap in the west line of Airways Boulevard (106' R.O.W.); thence in a southerly direction with the west line of said Airways Boulevard the following calls: south 16 degrees 09 minutes 15 seconds east, 288.23 feet to a found iron pipe and a point of curvature; along a curve to the left having a radius of 1353.00 feet, delta angle of 09 degrees 21 minutes 37 seconds, chord = south 20 degrees 50 minutes 04 seconds east - 220.79 feet, an arc length of 221.04 feet to a point of tangency; south 25 degrees 30 minutes 53 seconds east, 448.90 feet to a found iron pipe and a point of curvature; along a curve to the right having a radius of 1277.47 feet, delta angle of 13 degrees 18 minutes 08 seconds, chord = south 18 degrees 51 minutes 48 seconds east - 295.92 feet, an arc length of 296.59 feet to a found iron pipe and a point of tangency; south 12 degrees 12 minutes 44 seconds east, 472.96 feet to a found iron pipe in the north line of Lot 4 of said subdivision recorded in Plat Book 61, Page 4; thence south 89 degrees 48 minutes 07 seconds west with the north line of Lot 4 of said subdivision recorded in Plat Book 61, Page 4, 279.19 feet to a set 1/2" rebar with plastic cap; thence south 00 degrees 10 minutes 51 seconds east with the west line of Lot 4 of said subdivision recorded in Plat Book 61, Page 4, 170.75 feet to the point of beginning and containing 37.832 acres of land.

There being no further business to come before the Board of Aldermen, a motion was made by Alderman Brooks to adjourn. Motion was seconded by Alderman Ferguson. Motion was put to a vote and passed unanimously, April 21, 2014 at 4:10 p.m.

City Clerk's Office

(Seal)

#### PROFESSIONAL SERVICES CONTRACT BETWEEN

#### SOUTHAVEN AND REEL NEET EROSION CONTROL

This AGREEMENT made and entered into on this, the \_\_\_\_ day of \_\_\_\_, 2014, by and between the CITY OF SOUTHAVEN, MISSISSIPPI, of 8710 Northwest Drive, Southaven, DeSoto County, Mississippi, hereinafter referred to as "CITY," and REEL NEET EROSION CONTROL, Southaven, DeSoto County, Mississippi, hereinafter referred to as "CONTRACTOR."

#### RECITALS

WHEREAS, Section 65-1-75 of the Mississippi Code Annotated (1972) specifically places the responsibility in a municipality to mow the grass of areas beyond the curb lines on highways or streets located within the municipal corporate limits; and

WHEREAS, Section 31-7-13 of the Mississippi Code Annotated (1972) authorizes the governing authority of the municipality to award contracts for services, such as right of way maintenance without bidding or Requesting Proposals; and

WHEREAS, CITY desires to contract with CONTRACTOR to mow and remove the trash of certain right of ways within the CITY; and

WHEREAS, CONTRACTOR desires to contract with CITY to provide such services for the CITY; and

WHEREAS, the parties hereto desire to set forth the terms and conditions of this Agreement in writing; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, benefits and obligations set forth in this Agreement, the parties agree as follows, to-wit:

#### SECTION ONE SCOPE OF WORK

CONTRACTOR shall bush hog and remove trash from the right of ways included in the CONTRACTOR'S Proposal. CONTRACTOR shall provide all services set forth in CONTRACTOR'S Proposal as attached hereto as Exhibit A. CONTRACTOR shall provide its own equipment and materials necessary to for such work. The CITY reserves the right to modify areas, quantities, intervals and number of activities of work covered under this contract without penalty at the unit price provided for in this contract. In the event that the CONTRACTOR is unable to provide the services needed by the CITY, the CITY reserves the right to immediately cancel this contract.

#### SECTION TWO CONTRACT PRICE

CITY shall pay CONTRACTOR to perform the work at the agreed upon rates outlined in the Proposal attached hereto and marked as <u>Exhibit</u> "A" and incorporated herein by reference. CONTRACTOR shall provide a detailed invoice and description of work, including units of hours and equipment, prior to receiving compensation from the CITY. Payment by owner shall be due within thirty (30) days of invoicing. Should the CITY require additional work to be performed, all such work will become a part of this contract.

# SECTION THREE INDEMNITY AND INSURANCE

CONTRACTOR agrees to indemnify and hold harmless CITY, its elected officials,

agents, employees, assigns and legal representatives from and against all damages, accidents and injuries to persons or properties caused by CONTRACTOR, his agents, employees or temporary employees or resulting from or in conjunction with CONTRACTOR cleaning such properties for CITY. This Section of this Agreement shall be deemed to survive the expiration or earlier termination of this Agreement. CONTRACTOR shall provide Liability (personal injury and property damage) insurance in the minimum amount of \$1,000,000 with confirmation thereof to be delivered to CITY prior to commencement of services. All equipment shall be insured and confirmation provided to the CITY. This section of this Agreement pertaining to indemnification shall be deemed to survive the expiration or earlier termination of this Agreement.

# SECTION FOUR TERM AND TERMINATION

This Agreement shall become effective upon signature by both parties and shall continue until \_\_\_\_\_ with renewal solely at the CITY option. Either party shall have the right to terminate this Agreement upon said party giving written notice thirty (30) days in advance. CONTRACTOR agrees that this Contract may be terminated immediately, without notice, and without penalty or liability, in the event of default as it relates to any term of this Contract by CONTRACTOR or errors in billing by CONTRACTOR.

## SECTION FIVE ASSIGNMENT

This Agreement shall not be assignable by either party without the prior written consent of the other party.

#### SECTION SIX ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties hereto with respect to the subject matter of the contract and supersedes and cancels any and all prior oral or written contracts or understandings between the parties with respect to the matters set forth above. This Agreement may be changed and modified only in writing signed by all parties hereto. The Exhibit attached hereto is specifically made a part of this Agreement.

#### SECTION SEVEN EFFECT OF AGREEMENT

This Agreement shall inure to the benefit and be binding on the parties, heirs, legal representatives, assignees and successors of the parties.

#### SECTION EIGHT GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi. The parties shall use good faith efforts to resolve any disputes hereunder. In the event of a dispute hereunder that cannot be resolved by mutual discussions between the CITY and the CONTRACTOR, the disputing party shall provide written notice to the other party outlining in detail the basis for the dispute. Jurisdiction and venue for all disputes hereunder shall be proper in the federal and state courts having competent jurisdiction in Desoto County, Mississippi.

# SECTION NINE INDEPENDENT CONTRACTOR

CONTRACTOR acknowledges it is an independent contractor and is neither an employee of CITY nor entitled to the same or similar benefits provided to employees of CITY.

This Agreement reflects an arms-length transaction. Nothing in this Agreement creates a fiduciary, partnership, joint venture or employment or other agency relationship among the parties. This Agreement is not entered into for the benefit of, nor are any rights granted to, any third party except as expressly provided herein. In this respect, Contractor further acknowledges it is solely responsible for certain obligations, including but not limited to any and all taxes, withholding and workers compensation.

IN WITNESS WHEREOF, the parties 1, 2014.	have entered into this Agreement theday of
CITY OF SOUTHAVEN, MISSISSIPPI	REEL NEET EROSION CONTROL
Down I. Mussalvehita Mayor	Stake Shows
Darren L. Musselwhite, Mayor	Blake Thomas

#### EXHIBIT A



#### 4760 TANGLE CREEK COVE/ SOUTHAVEN, MS 38671

662-890-6048 /FAX: 662-890-6049

#### SERVICE AGREEMENT

#### **BETWEEN**

#### CITY OF SOUTHAVEN & REEL NEET EROSION CONTROL

Description of work to be performed:

Bush Hogging & Trash Removal of Streets Listed Below.

Cutting and Trash Removal will be at a Average Distance of Twenty (20) Feet from the asphalt or curb as the case may be. Roundup spraying will occur Once (1) or Twice (2) a Year (depending on grass growth) around Street Signs and Fire Hydrants. Weedeating of signs will occur Once (1) or Twice (2) a Year (depending on grass growth and Roundup Control) around Streets and Fire Hydrants. There is a few fence rows along some R.O.W.s that will get the same Weedeating/Roundup treatment.

Stateline Road
Horn Lake Road
Tulane Road
Rostin Road
Doorchester
Airways Blvd.
Gator Drive
Tchulahoma Road
Saulsberry Road

Malone Road (West Side Only)

Snowden Lane Church Road King Road

Pepper Chase Drive

Highway 51 (East Side Only from Church Rd. to City

Limits)

College Road Esrey Road

Westmoreland Drive North Hunter Drive Starlanding Road Lester Road **Hudgins Road** 

Desoto Road (North Side Only)

Stanton Road

First Industrial Drive

Rasco Road Swinnea Road Nail Road Plum Point Road Getwell Road Mary Jane Lane

Windy Lane

Central Parkway (North Side Only)

Elmore Road
W.E. Ross Parkway
Old Airways Blvd.
Miller Road
Brackett Road
Frances Road
Wilborne Road
Bailey Road
Baptist Road
Woods Lane

#### CONTINUED:

Trash and Debris picked up on City R.O.W.s will be disposed of in a City Dumpster, Knuckle Boom Truck, or Dump Truck.

Price per cutting and trash removal is:

\$20,350.00

Price per trash removal only:

\$7,500.00

Note: Cutting distance may vary in different locations due to land owners fences, ditches and other obstructions. The above distance is an average. Some places may be cut wider due to request from city officials. For a highlighted, detailed map of the city where roads are cut and not cut, please contact my office for the map. R.O.W.s at intersections are cut wide where possible so traffic has view of cross traffic. Trash will be picked up more thoroughly, especially on the first and last cuttings of the year. Grass will be blown off the asphalt where curbs are present. R.O.W. will be cut every 4 weeks with the City determining the start date. The R.O.W.s will be cut 7 times in a season, unless city requests additional cutting due to grass growth.

Reel Neet provides other work as well, including land clearing (traditional way & forestry mulching), grading, seeding & strawing, hydro seeding, drainage work, erosion control, lawn maintenance, and landscaping. If you require any other services, please feel free to contact me.

If you have any questions, please contact me at my office 662-890-6048 or my cell 901-496-9909.

Thanks	_
Make I Thomas	$\geq$
Blake Thomas	
Project Manager / Senior Estimator	
Reel Neet Erosion Control	
blake@rnerosion.com	
Approval	
City of Southaven	

Date:

**REELNEE-01** 

SEDMISTON

ACORD

#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/15/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the

certificate fiolder in fled of Sach endorsement(s).					
PRODUCER	CONTACT NAME:				
SouthGroup DeSoto 946 Goodman Road E. Southaven, MS 38671	PHONE (A/C, No, Ext): (662) 349-2021 FAX (A/C, No): (662	) 349-2920			
	E-MAIL ADDRESS:				
	INSURER(S) AFFORDING COVERAGE	NAIC#			
	INSURER A: National Trust Insurance				
INSURED	INSURER B : Brierfield Insurance Company	10993			
Reel Neet Lawn Service, Inc. Reel Neet Erosion Control 4760 Tangle Creek Cove Southaven, MS 38671	INSURER C : Bridgefield Casualty Insurance Company				
	INSURER D :				
	INSURER E :				
	INSURER F ;				

**COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

	CEOSIONS AND CONDITIONS OF SOCIE	ADDL					· · · · · · · · · · · · · · · · · · ·		
INSR LTR	TYPE OF INSURANCE		WVD		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S	
	GENERAL LIABILITY						EACH OCCURRENCE	\$	1,000,000
Α	X COMMERCIAL GENERAL LIABILITY			CPP0011638	9/10/2013	9/10/2014	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	\$	5,000
							PERSONAL & ADV INJURY	\$	1,000,000
							GENERAL AGGREGATE	\$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$	2,000,000
	POLICY X PRO- JECT LOC							\$	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
В	X ANY AUTO			CA0016829	9/10/2013	9/10/2014	BODILY INJURY (Per person)	\$	
	X ALL OWNED X SCHEDULED AUTOS						· · · · · · · · · · · · · · · · · · ·	\$	
	X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
								\$	
	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$	6,000,000
В	EXCESS LIAB CLAIMS-MADE			UMB00113183	9/10/2013	9/10/2014	AGGREGATE	\$	6,000,000
	DED X RETENTION \$ 10,000							\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						X WC STATU- TORY LIMITS ER		
С	ANY PROPRIETOR/PARTNER/EXECUTIVE Y	N/A		830 <b>49005</b>	9/10/2013	9/10/2014	E.L. EACH ACCIDENT	\$	1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000
A	Equipment Floater			CPP0011638	9/10/2013	9/10/2014	Rent/Leas		150,000
									1
DER	CONTION OF ODERATIONS (LOCATIONS LVEHIC		43 I						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER	CANCELLATION				
City Of Southaven 8710 Northwest Dr Southaven, MS 38671	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				
osamaven, mo soo, i	AUTHORIZED REPRESENTATIVE				

#### RESOLUTION OF CITY OF SOUTHAVEN BOARD OF ALDERMAN TO AMEND CITY OF SOUTHAVEN HANDBOOK

WHEREAS, the City of Southaven ("City") Board of Alderman previously adopted the City Handbook on July 2, 2013; and

WHEREAS, the City Board of Alderman desire to amend the Employee Handbook to address issues regarding issues for "leave" for City employees; and

WHEREAS, the City is authorized to enact policies concerning the granting of leave for municipal employees in accordance with Mississippi Code Annotated Section 25-11-103(i);

#### **NOW THEREFORE**, be it resolved as follows:

- 1. The City of Southaven Board of Alderman hereby adopts the amendment attached hereto as Exhibit A and to be added to the City Employee Handbook.
  - 2. The Mayor and City Administrator shall be responsible for implementing the Amendment.
- 3. This policy shall be effective immediately upon passage by the City Board and the Mayor and

	solution, Alderman made the motion as or its adoption. The Mayor put the question to a roll ca	
Alderman William Brooks	voted:	
Alderman Kristian Kelly	voted:	
Alderman Shirley Beshears	voted:	
Alderman George Payne	voted:	
Alderman Joel Gallagher	voted:	
Alderman Scott Ferguson	voted:	
Alderman Raymond Flores	voted:	
RESOLVED AND DONE, this 6th day of Ma	y, 2014.	

	Darren Musselwhite, MAYOR
ATTEST:	
Sheila Heath CITY CLERK	

#### **EXHIBIT A**

A leave of absence may be granted for a limited or specified period of time. The following types of leave may be granted if an employee has completed the probationary period and is otherwise eligible:

- Bereavement leave
- Administrative leave (with/without pay)
- Maternity leave
- Jury duty/witness leave
- Leave of Absence or intermittent leave under the ADA
- Leave of Absence or intermittent leave under the FMLA
- Major Medical leave
- Military leave
- Worker's compensation leave or light duty
- Personal leave

An employee who is approved for one or more of the above types of leave, or who is approved for limited duty, is prohibited from engaging in secondary employment.

Employees who engage in other employment or in self-employment while on authorized leave of absence or light duty may be terminated unless written authorization has been granted by the Board of Alderman prior to commencement of the leave of absence.

The above limitations specifically do not apply to an employee's use of annual/personal leave or absences resulting from a temporary reduction in force.

CODE	ACCOUNT	CURRENT	YTD ACTUAL	PROPOSED	AMOUNT OF AMEND	MENT
0100 580	BOND OVERLAY PRIOR YEAR	\$ -	\$ -	\$ (465,000)	\$ (46	55,000)
711 640	OVERLAY	\$ -	\$ -	\$ 465,000	•	55,000
0010 450 100	POLICE GRANT	\$ -	\$ (18,761.00)	\$ (18,760.00)	\$ \$ (18,7)	- 760.00)
211 630 400	POLICE MACH EQUIP	\$ 550,000.00	\$ 449,976.22	\$ 568,760.00	\$ 18,7	760.00
					\$	-



**EXTERIOR ELEVATION - EAST** 







**EXTERIOR ELEVATION - SOUTH** 



**EXTERIOR ELEVATION - WEST** 

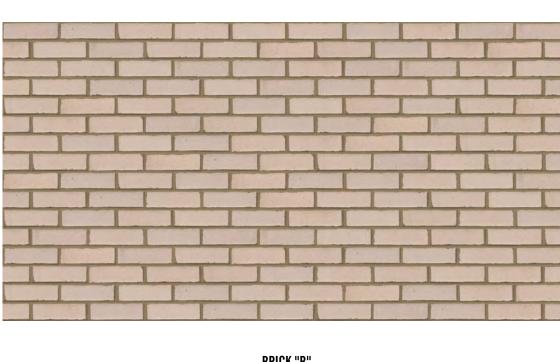




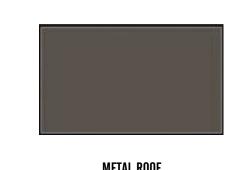
**EXT PERSPECTIVE FROM WEST** 



BRICK "A" - TO MATCH EXISTING



BRICK "B"



METAL ROOF



METAL SOFFITS



DOOR AND FRAMES

**MATERIALS** 



#### 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: 2297 Carrolton Drive, 1883 Crescent Drive, 1395 Jewel Drive, 2233 Heather Ridge, 3393 Jacob Lane, 2880 Malabar Place, 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, May 6, 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, May 6, 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: 2297 Carrolton Drive, 1883 Crescent Drive, 1395 Jewel Drive, 2233 Heather Ridge, 3393 Jacob Lane, 2880 Malabar Place 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 Re	esolution, it was introdu	uced by Alderman
and seconded by Alderman		The Resolution was then
put to a roll call vote and the results we	re 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 **6th day of May, 2014.** 

#### CITY OF SOUTHAVEN, MISSISSIPPI

	BY:	DARREN MUSSELWHITE MAYOR	
ATTEST:			
SHEILA HEATH CITY CLERK			
(SEAL)			

AN ORDINANCE OF THE CITY OF SOUTHAVEN, TO INCLUDE WITHIN THE CODE OF ORDINANCES OF THE CITY OF SOUTHAVEN, BY PROVIDING FOR A SMOKING BAN ORDINANCE; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING FOR THE IMPOSITION OF PENALTIES AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, scientific studies have found that tobacco smoke is a major contributor to indoor air pollution; and

WHEREAS, scientific studies, including studies conducted by the Surgeon General of the United States, have shown that breathing secondhand smoke is a significant health hazard; and

WHEREAS, the Mayor and Board of Aldermen find and declare that the purpose of this ordinance is to protect the public health and welfare of its citizens by prohibiting smoking in public places and places of employment.

## BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI:

That the existing Ordinances, Section of the City of Southaven, Mississippi be subject to the adoption of this ordinance entitled "Smoking Ban Ordinance" to read as follows:

#### SMOKING BAN ORDINANCE

#### **SECTION I**

#### **ARTICLE 1. DEFINITIONS:**

- 1. "Bars" mean any premises where non-alcoholic or alcoholic beverages are sold or consumed, including, but not limited to, taverns, nightclubs, and cocktail lounges.
- 2. "Business" means any sole proprietorship, partnership, joint venture, corporation or other business entity, formed either for nonprofit or profit-making purposes, including retail establishments where goods or services are sold, as well as professional corporations and other entities where legal, medical, dental, engineering, architectural or other professional services are delivered, and private clubs.
- 3. "Childcare Facility" means any state licensed childcare facility including, but not limited to licensed family daycare or licensed group daycare centers, licensed day camps, certified school-age programs and Head Start programs.
- 4. "City Buildings" means all City-owned and operated buildings and those portions of buildings leased and operated by the City.

- 5. "Common Areas of Buildings" means all areas not part of a tenant's leased premises including but not limited to lobbies, community rooms, hallways, laundry rooms, stairwells, elevators, enclosed parking facilities, pool areas, and restrooms contiguous thereto.
- 6. "E-cigarette" means any electronic oral device, such as one composed of a heating element, battery, and/or electronic circuit, which provides a vapor of nicotine or any other substances, and the use or inhalation of which simulates smoking. The term shall include any such device, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e-pipe, or under any other product name or descriptor.
- 7. "Employee" means any person who is employed by an employer in consideration for direct or indirect monetary wages or profit, including those full time, part-time, temporary or contracted from a third party; employee also means any person who serves as a volunteer for a business or nonprofit entity.
- 8. "Employer" means any person, business, partnership, association, limited liability company, corporation, or other entity, including a public or non-profit entity that employs the services of one (1) or more individual persons.
- 9. "Enclosed Area" means all space between a floor and ceiling which is enclosed on all sides by solid walls or windows (exclusive of doors or passage ways) which extend from floor to ceiling, including all space therein screed by partitions which do not extend to the ceiling or are not solid, other landscaping or similar structures.
- 10. "Entrance" means a doorway and adjacent area which gives direct access to a building from a contiguous street, plaza, sidewalk or parking lot.
- 11. "Health Care Facility" means an office or institution providing care or treatment of diseases, whether physical, mental, or emotion, or other medical, physiological, or psychological conditions, including but not limited to, hospitals, rehabilitation hospitals or other clinics, including weight control clinics, nursing homes, homes for the aging or chronically ill, laboratories, and offices of surgeons, chiropractors, physical therapists, physicians, dentists, and all specialists within those professions. This definition shall include all waiting rooms, hallways, private rooms, semiprivate rooms, wards within and entrances into health care facilities.
- 12. "Hotel and Motel" means any commercial establishment that offers rooms that contain a bed and toilet facilities to the general public for rent, that is not an apartment complex or home.
- 13. "Mall" means an enclosed, indoor area containing common areas and discrete businesses primarily devoted to the retail sale of goods and services.

- 14. "Municipal Park" means any park, facility, field or stadium whether indoor or outdoor, which is maintained by the City, including but not limited to Snowden Grove, Cherry Valley, Greenbrook Softball Complex, Central Park, Saucier Park and any other park maintained or owned by the City.
- 15. "Place of Employment" means an enclosed area controlled by the employer, which employees normally frequent during the course of employment, including, but not limited to, work areas, employee lounges and restrooms, conference and classrooms, employee cafeterias, hallways and vehicles. This also includes private offices, elevators, medical facilities, stairs, vehicles, and all other enclosed facilities. A private residence is not a "Place of Employment" within the meaning of this Ordinance unless used as a Childcare Facility.
- 16. "Private Club" means a facility owned or operated by an association or corporation which does not operate for pecuniary gain or have regular employees and which only sells alcoholic beverages incidental to its operation. Affairs and management of the organization are conducted by a Board of Directors, Executive Committee, or similar body chosen by the members at an annual meeting. The organization has established bylaws and/or a constitution to govern its activities. The organization has been granted a Section 501 exemption from the payment of Federal Income Taxes as a Club under 26 U.S.C. Entry into and use of a private club is restricted to members only. When a private club is open to the public, it does not meet this definition. Private Club also means an organization, whether incorporated or not, which is the owner, lessee, or occupant of a building or portion thereof used exclusively for club purposes at all times, which is operated solely for a recreational, fraternal, social, patriotic, political, benevolent, or athletic purposes, but not for pecuniary gain.
- 17. "Private Residence" means a premises owned, rented or leased for temporary or permanent habitation.
- 18. "Public Place" means an enclosed area to which the public is invited or in which the public is permitted, including but not limited to, banks, bars, educational facilities, health care facilities, hotel and motel lobbies, Laundromats, parking garages, public parks, public transportation facilities, reception areas, restaurants, retail food production and marketing establishments, retail service establishments, retail stores, shopping malls, sports areas, theaters, and waiting rooms. A private club is a "public place" when being used for a function to which the general public is invited. A private residence is not a "public place" unless it is used for a child care, adult day care, or health care facility.
- 19. "Restaurant" means an eating establishment, including but not limited to, coffee shops, cafeterias, sandwich stands, and private and public school cafeterias, which gives or offers for sale food to the public, guests, or employees, as well as kitchens and catering facilities in which food is prepared on the premises for serving elsewhere. The term "restaurant" shall include a bar area within the restaurant.

- 20. "Retail Tobacco Store" means an establishment which is not required to possess a retail food permit whose primary purpose is to sell or offer for sale to consumers, but not for resale, tobacco products and paraphernalia and e-cigarettes, in which the sale of other products is merely incidental, and in which the entry of persons under the age of 18 is prohibited at all times, and which maintains a valid permit for the retail sale of tobacco products and e-cigarettes as required to be issued by the appropriate authority in the City where the establishment is located. A retail tobacco store that permits smoking on the premises shall post in a clear and conspicuous manner, a sign at each Entrance warning persons entering the establishment that smoking may be present on the premises and that persons under the age of 18 years of age may not enter the premises. A Retail tobacco store shall be completely enclosed with walls that are sealed continuously from floor to ceiling such that no smoke shall migrate into any area where smoking is prohibited. A Retail tobacco store shall have no other Entrance(s) other than to the exterior of the establishment and an HVAC system that prevents smoke from entering common building ventilation if other businesses or occupants use space within the same building.
- 21. "Service Line" means an indoor line in which one (1) or more persons are waiting for or receiving service of any kind, whether or not the services involves the exchange of money.
- 22. "Smoking" means inhaling, exhaling, burning or carrying any lighted cigar, cigarette, pipe, hookah, or other lighted tobacco product in any manner or in any form. "Smoking" also includes the use of an e-cigarette which creates a vapor, in any manner or in any form, or the use of any oral smoking device for the purpose of circumventing the prohibition of smoking in this Ordinance.
- 23. "Sports Arena or Venue" means sports pavilions, stadiums, gymnasiums, health spas, boxing arenas, swimming pools, roller and indoor ice rinks, bowling centers and other similar places where members of the general public assemble to participate in or to witness sports, cultural, recreational, or other events.

### ARTICLE II. APPLICATION OF ARTICLE TO CITY-OWNED FACILITIES

All facilities, including buildings owned, leased or maintained by the City of Southaven, Mississippi shall be subject to the provisions of this Ordinance.

## ARTICLE III. SMOKING PROHIBITED IN INDOOR PUBLIC PLACES AND IN PLACES OF EMPLOYMENT.

Except as otherwise provided, it shall be unlawful for any person to smoke in indoor Public Places, and in Places of Employment as defined herein, including but not limited to the following:

a. Aquariums, galleries, libraries and museums

- b. Areas available to and customarily used by the general public in businesses and non-profit entities patronized by the public, including but not limited to, professional offices, banks, laundromats, Hotels and Motels.
- c. Bars
- d. Bingo facilities
- e. Childcare Facilities
- f. City Buildings
- g. Common Areas in bed and breakfast establishments, hotels and motels and common areas of buildings
- h. Convention Facilities
- i. Educational Facilities
- j. Elevators and enclosed stairwells
- k. Facilities primarily used for exhibiting a motion picture, stage, drama, lecture, musical recital, or other similar performances
- 1. Health Care Facilities
- m. Hotel and Motel lobbies
- n. Indoor shopping malls
- Lobbies, hallways, and other common areas in apartment buildings, condominiums, trailer parks, retirement facilities, nursing homes, and other multiple-unit residential facilities
- p. Places of Employment
- q. Polling places
- r. Private Clubs when being used for a function to which the general public is invited
- s. Public forms of transportation, including but not limited to motor buses, taxicabs, or other public passenger vehicles
- t. Public bus and transfer point shelters
- u. Public Places including parking garages and jails
- v. Retail Stores

- w. Restaurants
- x. Restrooms, chambers, places of meeting or public assembly, including school buildings, under the control of an agency, board, commission, committee or council of the City or a political subdivision of the State, to the extent the place is subject to the jurisdiction of the City.
- y. Self-service laundry facilities
- z. Service lines
- aa. Service lobbies, waiting areas, and the common areas open to the public of financial institutions, businesses and professional offices, and multi-unit commercial facilities.
- bb. Sports arenas and venues, including Municipal Parks
- cc. Waiting rooms, hallways, rooms in offices of any physician, dentist, psychologist, chiropractor, optometrist or optician, or other medical services provider

#### ARTICLE IV. EXCEPTIONS

The following areas shall not be subject to the smoking restrictions of this ordinance:

- a. Up to twenty percent (20%) of all rooms that are rented to guests in bed and breakfast facilities, Hotel and Motel rooms may be designated as smoking rooms;
- b. Private Clubs that have no employees, except when being used for a function to which the general public is invited;
- c. Private Residences except those being used for child care, adult day care or Health Care Facility;
- d. Retail Tobacco Stores that prohibit minors on the premises.

#### ARTICLE V. SMOKING PROHIBITED IN CERTAIN OUTDOOR AREAS.

It shall be unlawful for any person to smoke in certain outdoor areas:

- a. Within a reasonable distance of 25 feet immediately preceding the Entrance to and 10 feet from the exit of an area where Smoking is prohibited;
- b. Attached areas of Restaurants that are covered or partially covered with more than 50% of the perimeter of the outside area walled or otherwise closed to the outside;
- c. Seating area of outdoor sports arenas, stadiums, amphitheaters, and other venues;
- d. Municipal Parks

#### ARTICLE VI. SIGNAGE

- a. Signs prohibiting smoking shall be posted conspicuously at the primary Entrance of the premises by the proprietor, employer or other person in charge of the building.
- b. Signage shall include the international no smoking symbol and be no smaller than 5"x 5".
- c. It shall be unlawful for any person to remove, deface, or destroy any sign required by this Ordinance, or smoke in a place where any such sign is posted.

#### ARTICLE VII. PROPRIETOR'S RESPONSIBILITIES

- a. The proprietor, employer or other person in charge of premises regulated hereunder, upon either observing or being advised of a violation, shall advise the smoker of this Ordinance and request that they extinguish their cigarette, ecigarette or tobacco product and refrain from smoking.
- b. The proprietor, employer or other person in charge of premises, shall post signage as required by this Ordinance.
- c. The proprietor, employer or other person in charge of premises, shall not provide ashtrays in areas where smoking is prohibited. All ashtrays shall be removed from any area where smoking is prohibited by this Ordinance by the owner, operator, manager, or other person having control of the area.

#### ARTICLE VIII. ENFORCEMENT

- a. The Chief of Police, or his designee, shall have the power, subject to law, to enter upon the premises named in this Ordinance to ascertain whether the premises are in compliance with this ordinance. Enforcement will be through issuance of a summons and complaint or affidavit.
- b. Any person who desires to register a complaint under this ordinance may contact the City Police Department.
- c. Notice of the provisions of this Ordinance shall be given to all applicants for a business license in the City of Southaven.
- d. The Southaven Fire Department or the Southaven Planning Department or their designees shall, while an establishment is undergoing otherwise mandated inspections, inspect for compliance with this Ordinance.

#### ARTICLE IX. VIOLATIONS AND PENALTIES

- a. Any person who violates any provision of this Ordinance may be subject to a fine of no more than fifty dollars (\$50) for the first offense and no more than two hundred and fifty dollars (\$250) for the second and subsequent offenses.
- b. Any person who owns, manages, operates, or otherwise controls a Public Place or Place of Employment who fails to comply with the provisions of this Ordinance shall be guilty of a misdemeanor, punishable by:
  - a. A fine not exceeding one hundred dollars (\$100) for a first violation.
  - b. A fine not exceeding two hundred dollars (\$200) for each additional violation within one year.
  - c. A fine not exceeding five hundred dollars (\$500) for a second violation within one year.
- c. The Board of Aldermen of the City of Southaven may suspend or revoke any business license or permit issued by the City for three (3) or more violations of Section IX of this ordinance involving the licensed premises within a twelve (12) month period.
- d. Violation of this Article is hereby declared to be a public nuisance, which may be abated by the Police Department or the Department of Planning by restraining order, preliminary and permanent injunction, or other means provided for by law, and the City of Southaven may take action to recover the costs of the nuisance abatement.
- e. Each day on which a violation of this Ordinance occurs shall be considered a separate and distinct violation.

#### ARTICLE X. NONRETALIATION; NONWAIVER OF RIGHTS

- a. No person or employer shall discharge, refuse to hire, or in any manner retaliate against an employee, applicant for employment, or customer because that employee, applicant, or customer exercises any rights afforded by this Ordinance or reports or attempts to prosecute a violation of this Ordinance.
- b. An employee who works in a setting where an employer allows smoking does not waive or otherwise surrender any legal rights the employee may have against the employer or any other party.

#### ARTICLE XI. JURISDICTION CLAUSE

This Ordinance shall be subject to all other governmental jurisdictions rules and regulations and laws pertaining to smoking.

**SECTION 2**. That all provisions of the ordinances of the City of Southaven in conflict with the provisions of this ordinance be, and the same are hereby, repealed and all other provisions of the ordinances of the City of Southaven not in conflict with the provisions of this Ordinance shall remain in full force and effect.

**SECTION 3**. That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

**SECTION 4.** That the City Clerk shall cause the Ordinance to be published in a local newspaper with a general circulation.

**NOW, THEREFORE BE IT ORDERED** this Ordinance shall be in full force and effect on the 90th day after passage.

The foregoing Resolution was seconded by Alderman \_\_\_\_\_ and brought to a vote as follows: Alderman Kristian Kelly voted: Alderman Shirley Beshears voted: Alderman George Payne voted: Alderman Joel Gallagher voted: Alderman Scott Ferguson voted: Alderman Raymond Flores voted: Alderman William Brooks voted:

Having received a majority of affirmative votes, the Mayor declared that the Resolution was carried and adopted as set forth above on this the \_\_\_\_ day of \_\_\_\_\_, 2014.

#### CITY OF SOUTHAVEN, MISSISSIPPI

	BY:
	DARREN MUSSELWHITE, MAYOR
ATTEST:	
CITY CLERK	



# City of Southaven Office of Planning and Development Amendment to PUD Staff Report

City of Southaven City Hall Executive Board Room 8710 Northwest Drive

Date of Hearing:	April 28, 2014
Public Hearing Body:	Planning Commission
Applicant:	M & R Associates, LLC
	PO Box 8998
	Columbus, MS 39705
	901-282-6067
Total Acreage	48.89 acres
<b>Existing Zoning:</b>	PUD (Cherry Hill)
<b>Location of PUD Amendment</b>	East of Swinnea Road on the south side of
application:	future Rasco Road.
<b>Surrounding property zoning:</b>	
North:	Vacant property
South:	Single Family Residential
East:	Single Family Residential
West:	Single Family Residential

#### **Change in Neighborhood OR need for Amendment: (Explain)**

The applicant is proposing to remove the alley way drives from the majority of the subdivision as well as alter the common open space details along the Rasco Road frontage. This change is not due to a neighborhood characteristic.

<b>Comprehensive Plan Designation:</b>	Single Family Residential

#### **Staff Comments:**

The applicant is proposing to remove the approved alley ways from the interior lots of the Cherry Hill Subdivision located on the south side of future Rasco Road, east of Swinnea

Road. The existing master plan shows five areas of alleyway access to the lots. The applicant would like to remove the alleyways, add the extra square footage to the lots and have them accessible from the existing proposed main roads with the exception of the lots along Rasco Road. These are proposed to remain as alley way access so that the curbside view does not incorporate the rear of the houses.

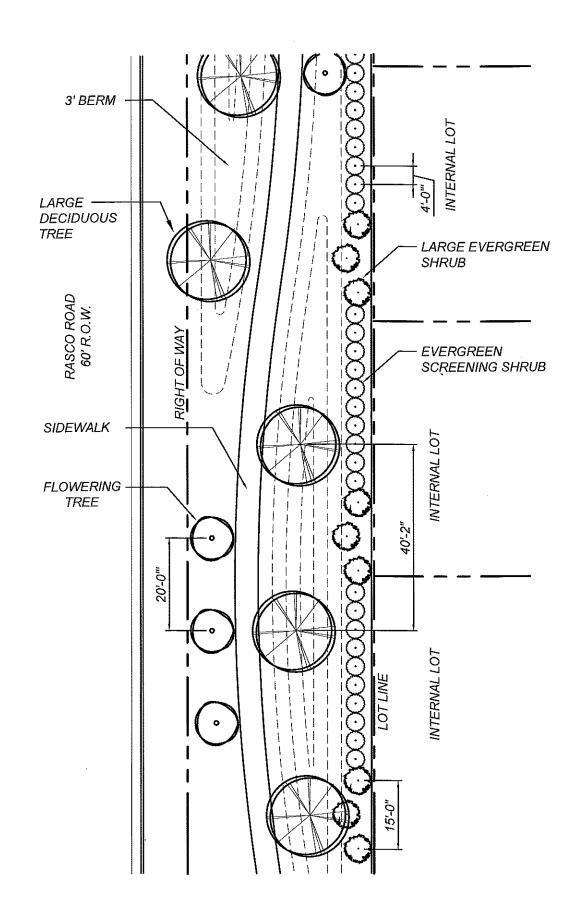
The applicant is also proposing to revise the common open space details along the Rasco Road frontage. The applicant has decreased the overall depth of the streetscape along Rasco Road and incorporated some of the width into the lots. The details of the streetscape approved showed a common open space area which included a wrought iron fence, meandering sidewalk area, a raised berm along with streetscape trees and additional landscaping. The approved plan showed fifty (50) feet behind the curb to be utilized as common open space. The applicant is requesting to decrease the streetscape width to twenty feet which would incorporate the meandering sidewalk and landscaping and incorporate the remaining width into the private lots of the constructed homes. The fence is being requesting to change from a wrought iron fence to a stained split rail fence with stone columns every 110' and copper capping for the in between stained posts. The entry points into the subdivision would incorporate a similar design with their monument signs and lighting. The landscaping along Rasco Road will remain with the same design with the exception of the proposed berm. The proposed change in the width of the open space would allow for some of the landscaping to be maintained in the open space and the remaining landscaping to be maintained by the homeowner. Each property, once the home has been constructed and the landscape area is out of construction harm, the applicant will place shade trees. Irrigation is still being proposed for the common open space areas. There is a common open space lot situated on lot 157 in the approved plan, the applicant is requesting to re-designate this as a buildable lot. Finally, the applicant would like to revise the plan where the open space south of the fire station shows "To be dedicated to the City" and allow it to be open space for the overall development.

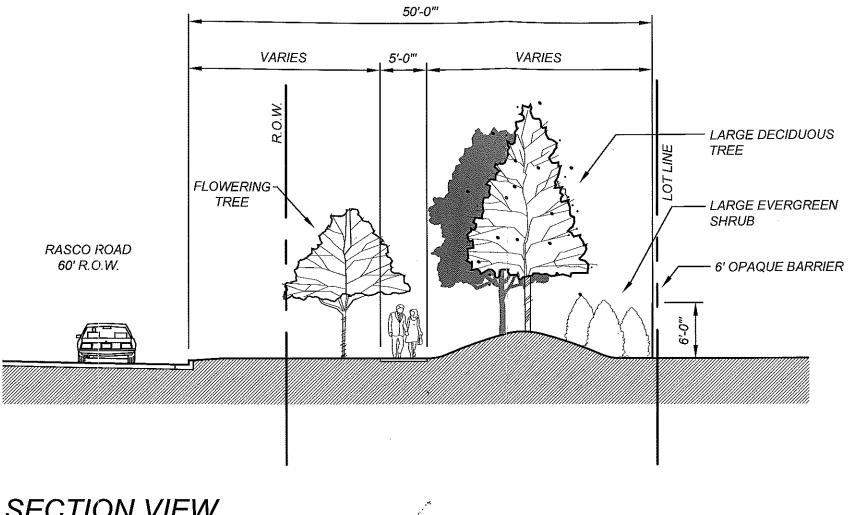
#### **Staff Recommendation:**

The development has sat idle since 2006. Staff has met on numerous occasions with the new developers. Staff is in agreement with the alleyway removal on the interior lots because the City has had issues with alleyways in the past and this particular subdivision layout actually flows better with main road access. It was staff's requirement; however, that the Rasco Road frontage lots remain accessible from the rear so that the curb appeal remains pleasing. The applicant has agreed to place "dual frontage" houses on these particular lots. Staff also discussed the common open space design with the applicant. In the discussions, staff and the developers collectively decided on the new design of the fencing. The applicant requested this change primarily due to the huge cost of ½ mile of wrought iron fencing. Staff feels that the new fence provides good character to the neighborhood and the roadway. The landscaping approved initially is still in place but has been divided up into the open space and the private lot. It is always a staff concern with the upkeep on the private lots; therefore, the applicant needs to place something within the covenants that requires replacement and upkeep of these areas. Staff sees no reason to deny the re-designation of lot 157 because the applicant is well within the boundaries of the 20% open space requirement even without the incorporation of the

property south of the fire station. Staff has been made aware that there could be possible park expansion on this open space if it is dedicated to the City; however, staff cannot require the dedication and therefore would ask that the applicant discuss future plans of this area with the parks department for final determination. Finally, the applicant requested to develop the subdivision in phases. Staff does not see a problem with this request since it is such a large development with 156 lots. All this being said, staff recommends approval of the requested changes.

<b>Planning Commission</b>	Motion made by:
<b>Recommendation:</b>	Seconded by:





SECTION VIEW

N.T.S.

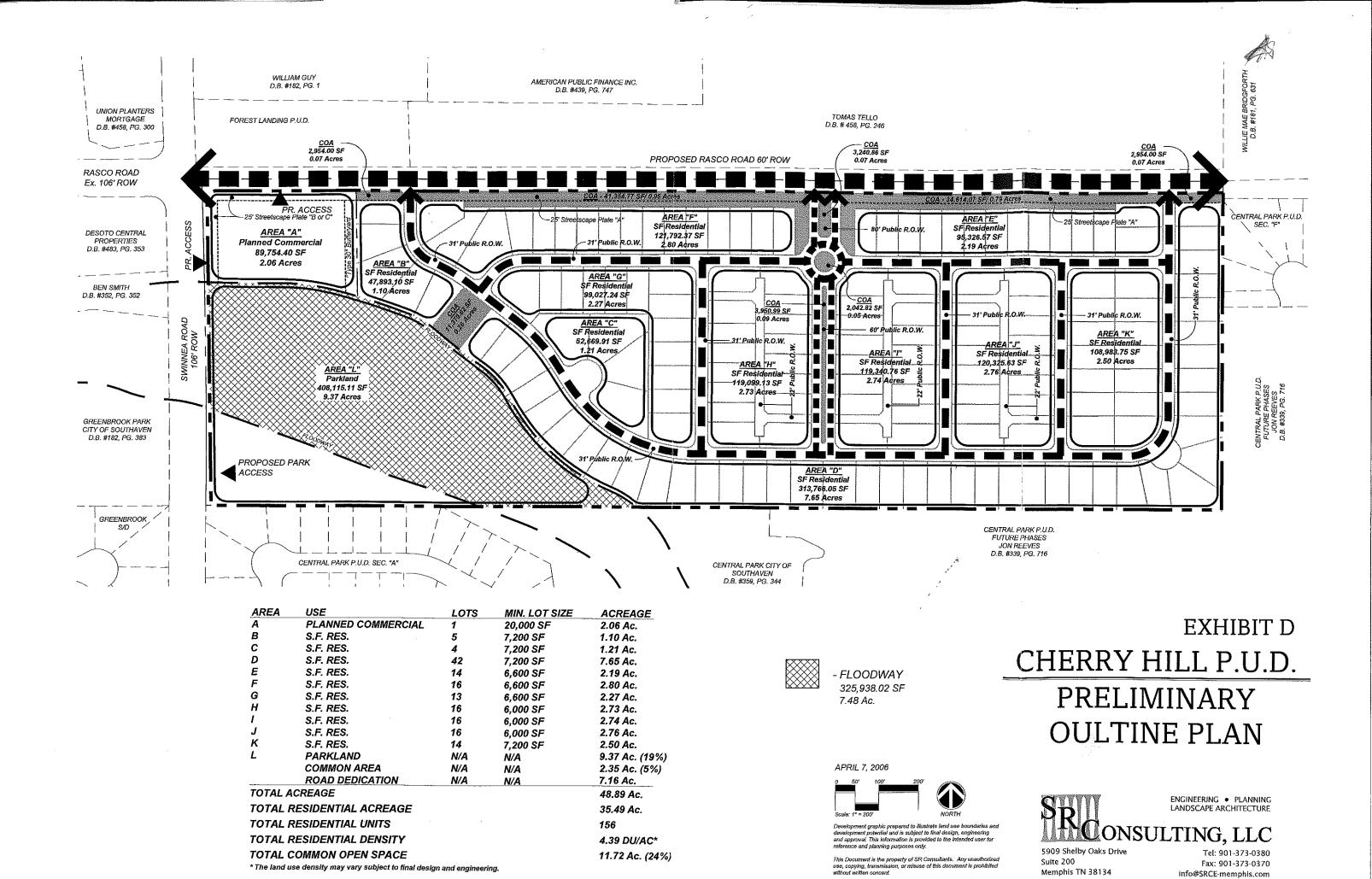
## EXHIBIT J CHERRY HILL P.U.D. STREETSCAPE "A"



N.T.S.

PLAN VIEW

Tel: 901-373-0380 Fax: 901-373-0370 Memphis TN 38134 info@SRCE-memphis.com



#### **OWNER'S CERTIFICATE:**

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

OWNER OR AUTHORIZED REPRESENTATIVE

#### **NOTARY'S CERTIFICATE**

#### STATE OF MISSISSIPPI, COUNTY OF DESOTO

PERSONALLY APPEARED BEFORE ME THE UNDERSIGNED AUTHORITY IN AND FOR THE SAID COUNTY AND STATE, \_\_\_\_. WITHIN MY JURISDICTION, THE WITHIN NAMED WHO ACKNOWLEDGED THAT HE/SHE

LIMITED LIABILTY COMPANY AND THAT FOR AND ON BEHALF OF THE SAID LLC, AND AS ITS ACT AND DEED HE/SHE EXECUTED THE ABOVE AND FOREGOING CERTIFICATE, FOR THE PURPOSES MENTIONED ON THE DAY AND YEAR HEREIN MENTIONED, AFTER FIRST HAVING BEEN DULY

MY COMMISSION EXPIRES: NOTARY PUBLIC

#### **SOUTHAVEN PLANNING COMMISSION**

APPROVED BY THE SOUTH	AVEN PLANNING COMMISSION ON THIS THE	DAY OF
ATTEST:	CHAIRMAN	_
OF OPETA DV		

#### **SOUTHAVEN MAYOR AND BOARD OF ALDERMAN**

APPROVED BY THE SOUTHAVEN MA	AYOR AND BOARD OF ALDERMAN ON THIS THE	DAY OF
, 20	<del>-</del>	
CITY CLEDIA	MAYOR	

#### STATE OF MISSISSIPP COUNTY OF DESOTO

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON WAS FILED FOR RECORD IN MY OFFICE AT  $\_$  O'CLOCK  $_{----}$ M., ON THE  $\_$ DAY OF IMMEDAITELY ENTERED UPON PROPER INDEXES AND DULY RECORDED IN PLAT BOOK

CHANCERY COURT

#### MORTGAGEE'S CERTIFICATE

MORTGAGEE OF THE PROPERTY HEREON, HEREBY ADOPT THIS AS OUR PLAN OF SUBDIVISION AND DEDICATE THE RIGHT-OF-WAY FOR THE ROADS AS SHOWN ON THE PLAT OF THE SUBDIVISION TO THE PUBLIC USE FOREVER AND RESERVE FOR THE PUBLIC UTILITIES THE UTILITY EASEMENTS AS SHOWN ON THE PLAT. I HEREBY CERTIFY THAT I AM THE MORTGAGEE IN FEE SIMPLEOF THE PROPERTY AND THAT NO TAXES HAVE BECOME DUE AND PAYABLE. THIS THE  $\_$ 

SIGNATURE OF MORTAGEE

#### STATE OF MISSISSIPPI, COUNTY OF DESOTO

PERSONALLY APPEARED BEFORE ME THE UNDERSIGNED AUTHORITY IN AND FOR THE SAID COUNTY AND STATE, \_\_. WITHIN MY JURISDICTION, THE WITHIN NAMED WHO ACKNOWLEDGED THAT HE/SHE

ON BEHALF OF THE SAID BANK, AND AS ITS ACT AND DEED HE/SHE EXECUTED THE ABOVE AND FOREGOING CERTIFICATE, AFTER FIRST HAVING BEEN DULY AUTHORIZED BY SAID BANK TO DO SO.

MY COMMISSION EXPIRES: NOTARY PUBLIC

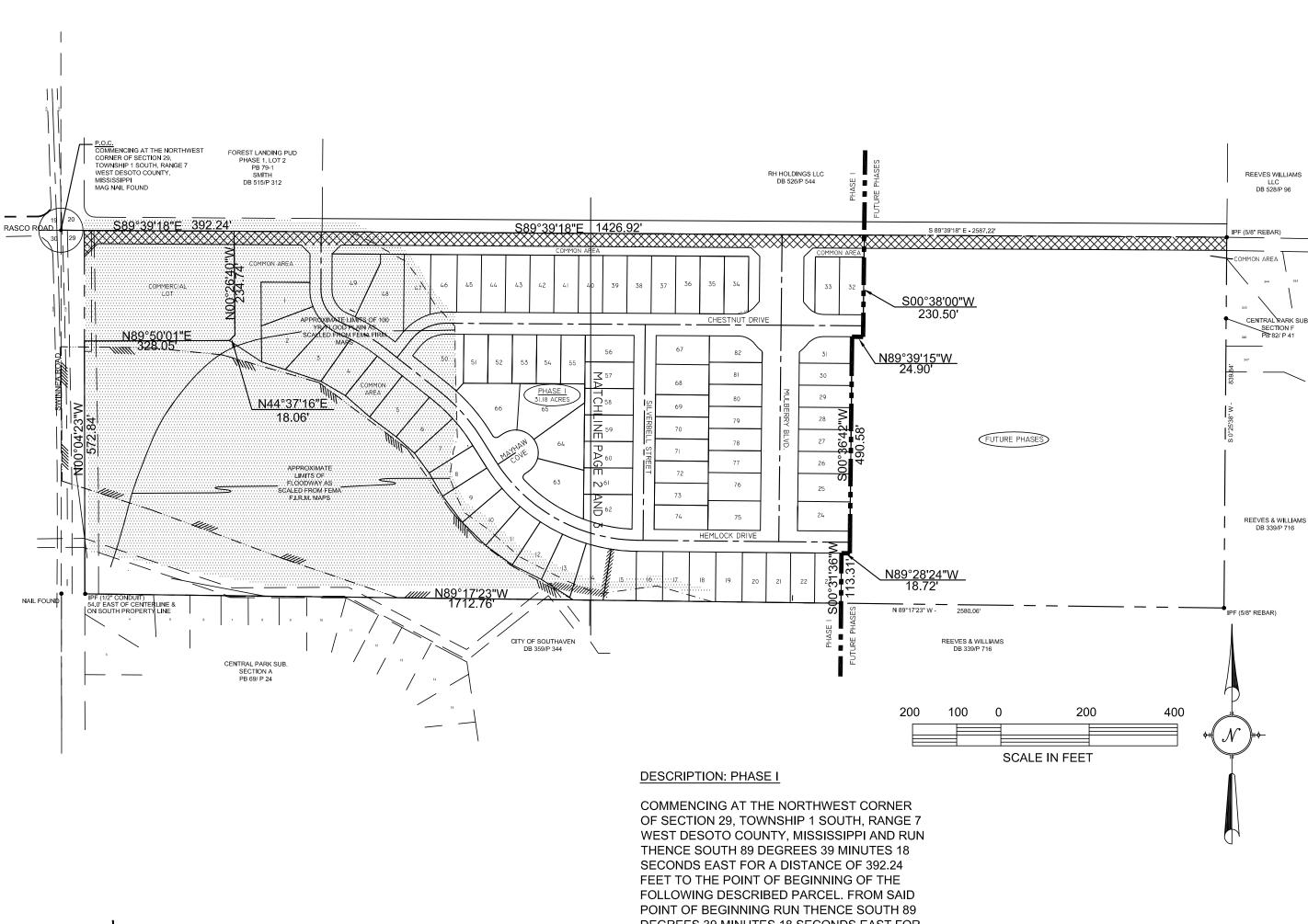
#### **CERTIFICATE OF SURVEYOR**

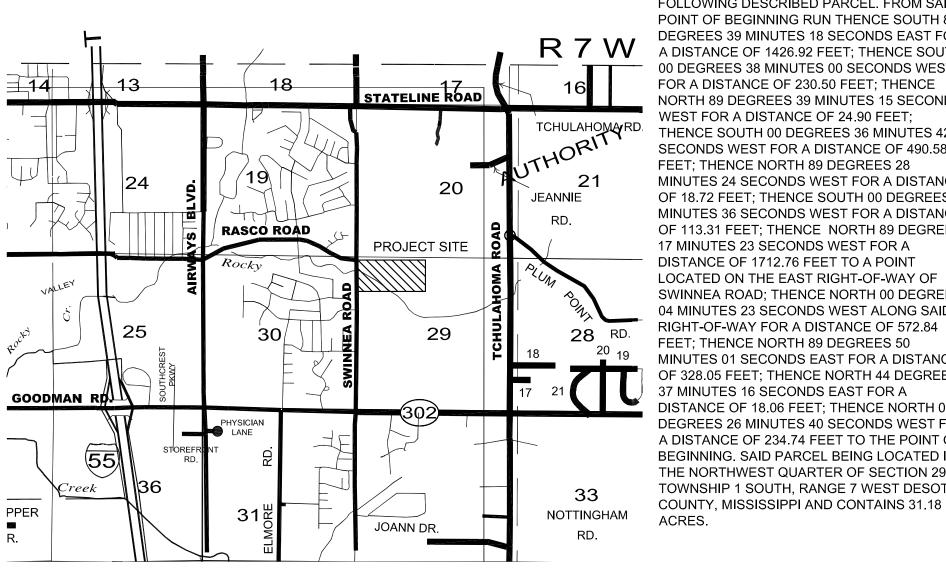
DIMENSIONS ANGLES BEARING AND AREAS SHOWN ON THIS PLAT ARE CORRECT, AND THAT THE EXTERIOR BOUNDARIES AND INTERNAL LOT DIMENSIONS COMPLY WITH THE MINIMUM STATE STANDARDS OF ACCURACY FOR SURVEYORS.

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

#### NOTES:

- 1. BEARINGS BASED ON FOUND MONUMENTS.
- 2. SURVEY MEETS THE REQUIREMENTS OF A CLASS "B" SURVEY.
- 3. IRON PINS SET ARE 0.5" DIAMETER x 30" LONG RE-BAR.
- 6. DASHED LINES NOT SURVEYED. 7. REFERENCE DEEDS ARE ON FILE IN THE OFFICE OF THE CHANCERY CLERK, DESOTO COUNTY, MISSISSIPPI.
- DEED BOOK <u>526</u> PAGE <u>544</u> 8. MINIMUM SETBACKS ARE AS FOLLOWS: (UNLESS OTHERWISE NOTED) a. FRONT YARD 15'
- SIDE YARD REAR YARD:
- 9. A 10 FEET WIDE UTILITY EASEMENT IS REQUIRED ON ALL STREET FRONTAGE. A 5 FEET WIDE UTILITY EASEMENT IS REQUIRED ALONG EACH SIDE OF EACH LOT AND ALONG ALL REAR LOT LINES.
- 10. WATER SERVICE WILL BE PROVIDED BY THE CITY OF SOUTHAVEN. 11. SEWER SERVICE WILL BE PROVIDED BY THE CITY OF SOUTHAVEN.
- 12. THIS PROPERTY IS LOCATED IN HUD IDENTIFIED SPECIAL FLOOD HAZARD AREA ACCORDING TO FEMA FIRM MAPS 2803310076G, DATED JUNE 4, 2007, & 2803310077G DATED JUNE 4, 2007.
- 13. ALL LOTS WITHIN THE 100 YEAR FLOODPLAIN WILL HAVE A MINIMUM FINISHED FLOOR ELEVATION 1.5 FEET ABOVE THE BASE FLOOD ELEVATION.
- 14. SIDEWALKS REQUIRED ON BOTH SIDES OF STREET. (SEE TYPICAL SECTION)
- 15. ALL COMMON AREAS AND OPEN SPACE TO BE MAINTAINED BY HOME OWNERS ASSOCIATION.





**VICINITY MAP** 

N.T.S.

DEGREES 39 MINUTES 18 SECONDS EAST FOR A DISTANCE OF 1426.92 FEET; THENCE SOUTH 00 DEGREES 38 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 230.50 FEET; THENCE NORTH 89 DEGREES 39 MINUTES 15 SECONDS WEST FOR A DISTANCE OF 24.90 FEET; THENCE SOUTH 00 DEGREES 36 MINUTES 42 SECONDS WEST FOR A DISTANCE OF 490.58 FEET; THENCE NORTH 89 DEGREES 28 MINUTES 24 SECONDS WEST FOR A DISTANCE OF 18.72 FEET; THENCE SOUTH 00 DEGREES 31 MINUTES 36 SECONDS WEST FOR A DISTANCE OF 113.31 FEET; THENCE NORTH 89 DEGREES 17 MINUTES 23 SECONDS WEST FOR A DISTANCE OF 1712,76 FEET TO A POINT LOCATED ON THE EAST RIGHT-OF-WAY OF SWINNEA ROAD; THENCE NORTH 00 DEGREES 04 MINUTES 23 SECONDS WEST ALONG SAID RIGHT-OF-WAY FOR A DISTANCE OF 572.84 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 01 SECONDS EAST FOR A DISTANCE OF 328.05 FEET; THENCE NORTH 44 DEGREES 37 MINUTES 16 SECONDS EAST FOR A DISTANCE OF 18.06 FEET; THENCE NORTH 00 DEGREES 26 MINUTES 40 SECONDS WEST FOR A DISTANCE OF 234.74 FEET TO THE POINT OF BEGINNING. SAID PARCEL BEING LOCATED IN THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 7 WEST DESOTO

FINAL PLAT OF

#### CHERRY HILL PUD PHASE I

SECTION 29, TOWNSHIP 1 SOUTH, RANGE 7 WEST SOUTHAVEN, DESOTO COUNTY, MISSISSIPPI

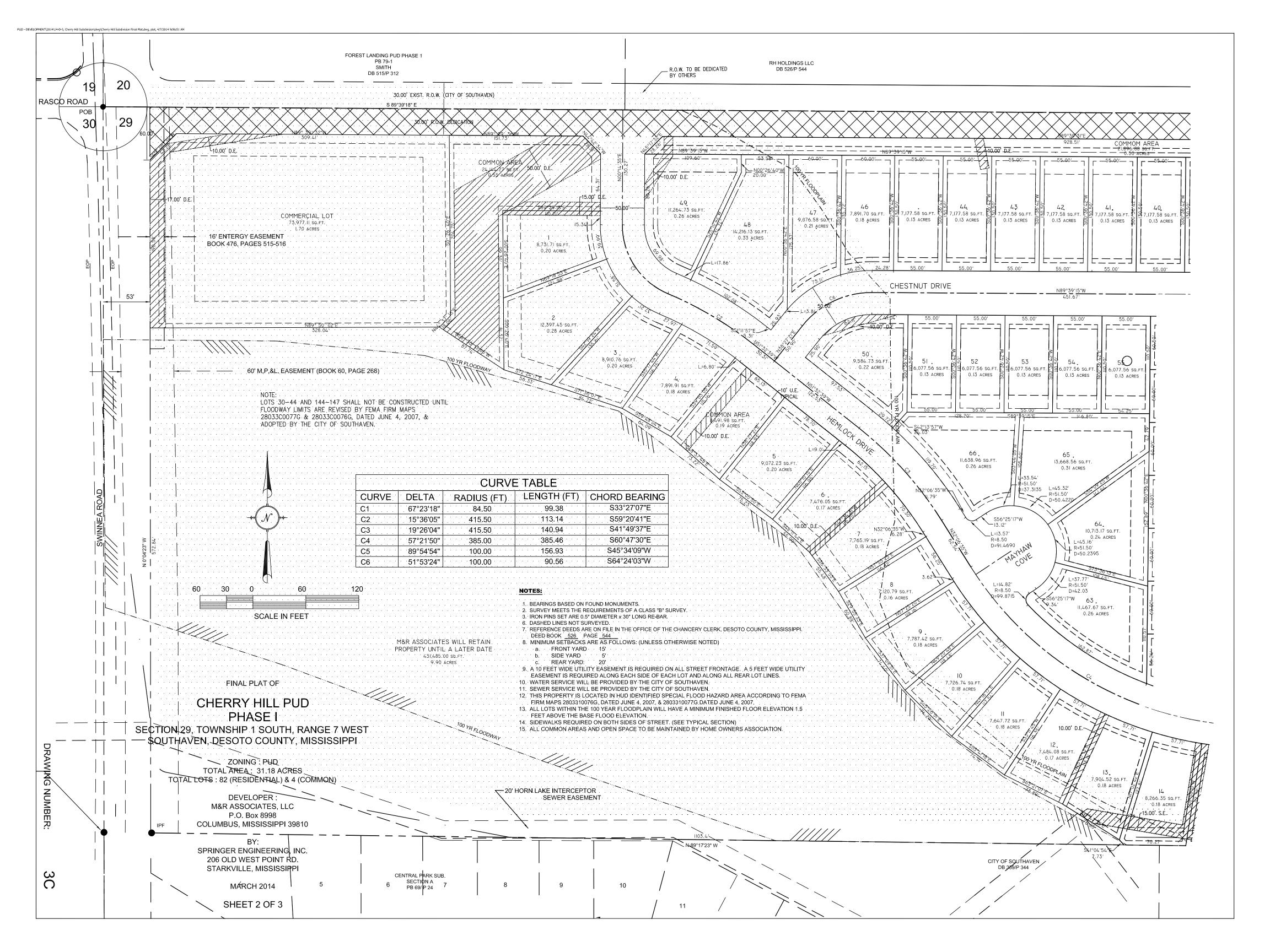
> ZONING: PUD TOTAL AREA: 31.18 ACRES TOTAL LOTS: 82 (RESIDENTIAL) & 4 (COMMON)

> > DEVELOPER: M&R ASSOCIATES, LLC P.O. Box 8998 COLUMBUS, MISSISSIPPI 39810

SPRINGER ENGINEERING, INC. 206 OLD WEST POINT RD. STARKVILLE, MISSISSIPPI

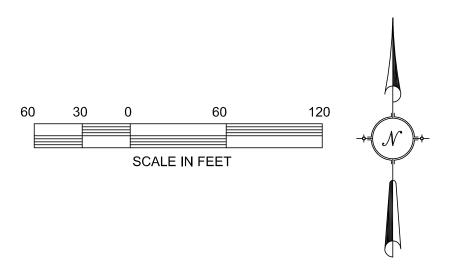
MARCH 2014

SHEET 1 OF 3



/ELOPMENT\2014\14-D-3, Cherry Hill Subdivision\dwg\Cherry Hill Subdivision Final Plat.dwg, plat, 4/7/2014 9:57:38	М

CURVE TABLE						
CURVE	DELTA	RADIUS (FT)	LENGTH (FT)	CHORD BEARING		
C1	67°23'18"	84.50	99.38	S33°27'07"E		
C2	15°36'05"	415.50	113.14	S59°20'41"E		
C3	19°26'04"	415.50	140.94	S41°49'37"E		
C4	57°21'50"	385.00	385.46	S60°47'30"E		
C5	89°54'54"	100.00	156.93	S45°34'09"W		
C6	51°53'24"	100.00	90.56	S64°24'03"W		



#### NOTES:

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- DEED BOOK <u>526</u> PAGE <u>544</u>

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- ABOVE THE BASE FLOOD ELEVATION.
- 14. SIDEWALKS REQUIRED ON BOTH SIDES OF STREET. (SEE TYPICAL SECTION) 15. ALL COMMON AREAS AND OPEN SPACE TO BE MAINTAINED BY HOME OWNERS ASSOCIATION.

### CHERRY HILL PUD PHASE I

FINAL PLAT OF

SECTION 29, TOWNSHIP 1 SOUTH, RANGE 7 WEST SOUTHAVEN, DESOTO COUNTY, MISSISSIPPI

> ZONING: PUD TOTAL AREA: 31.18 ACRES TOTAL LOTS: 82 (RESIDENTIAL) & 4 (COMMON)

> > DEVELOPER: M&R ASSOCIATES, LLC P.O. Box 8998 COLUMBUS, MISSISSIPPI 39810

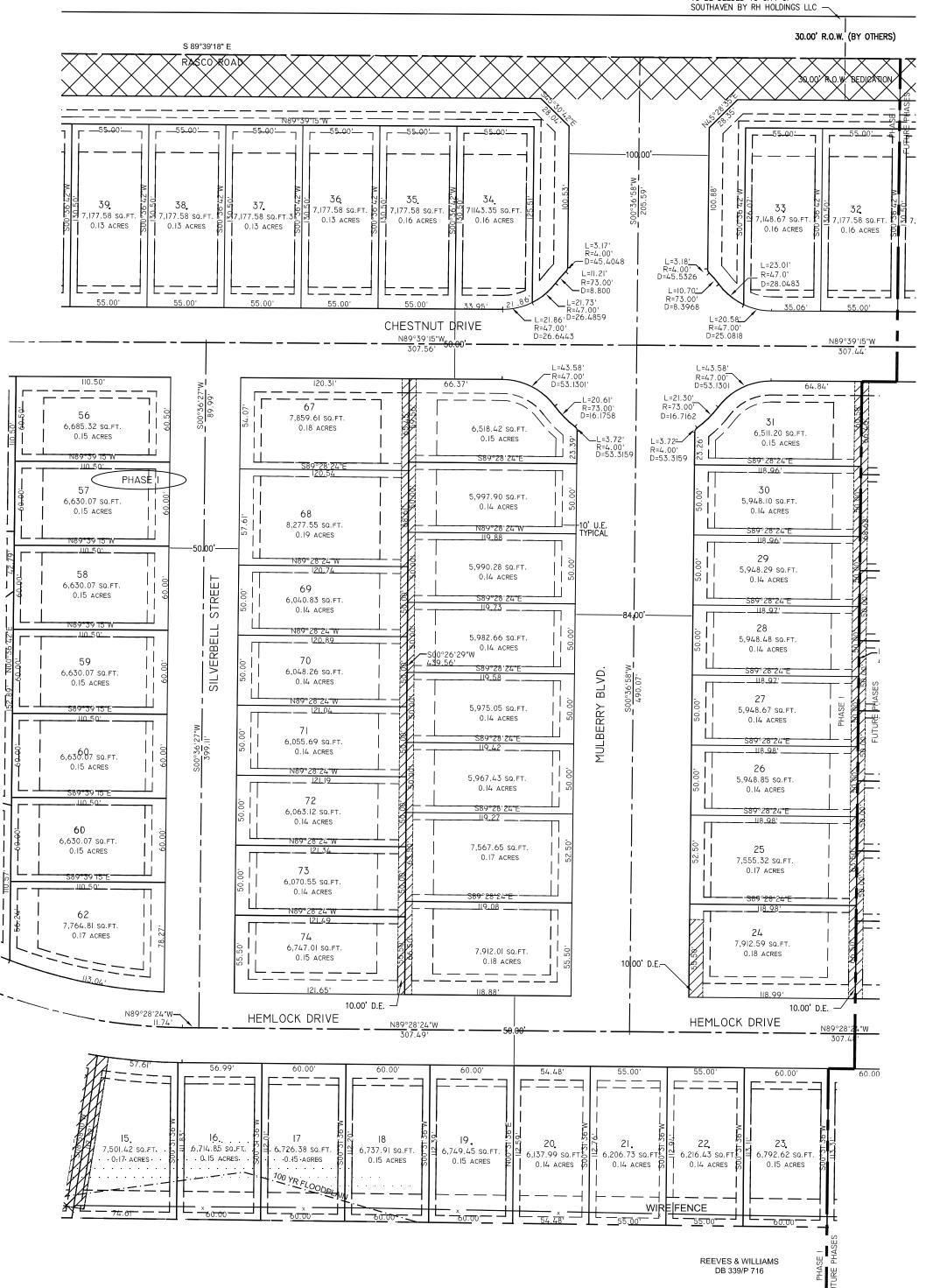
SPRINGER ENGINEERING, INC. 206 OLD WEST POINT RD. STARKVILLE, MISSISSIPPI

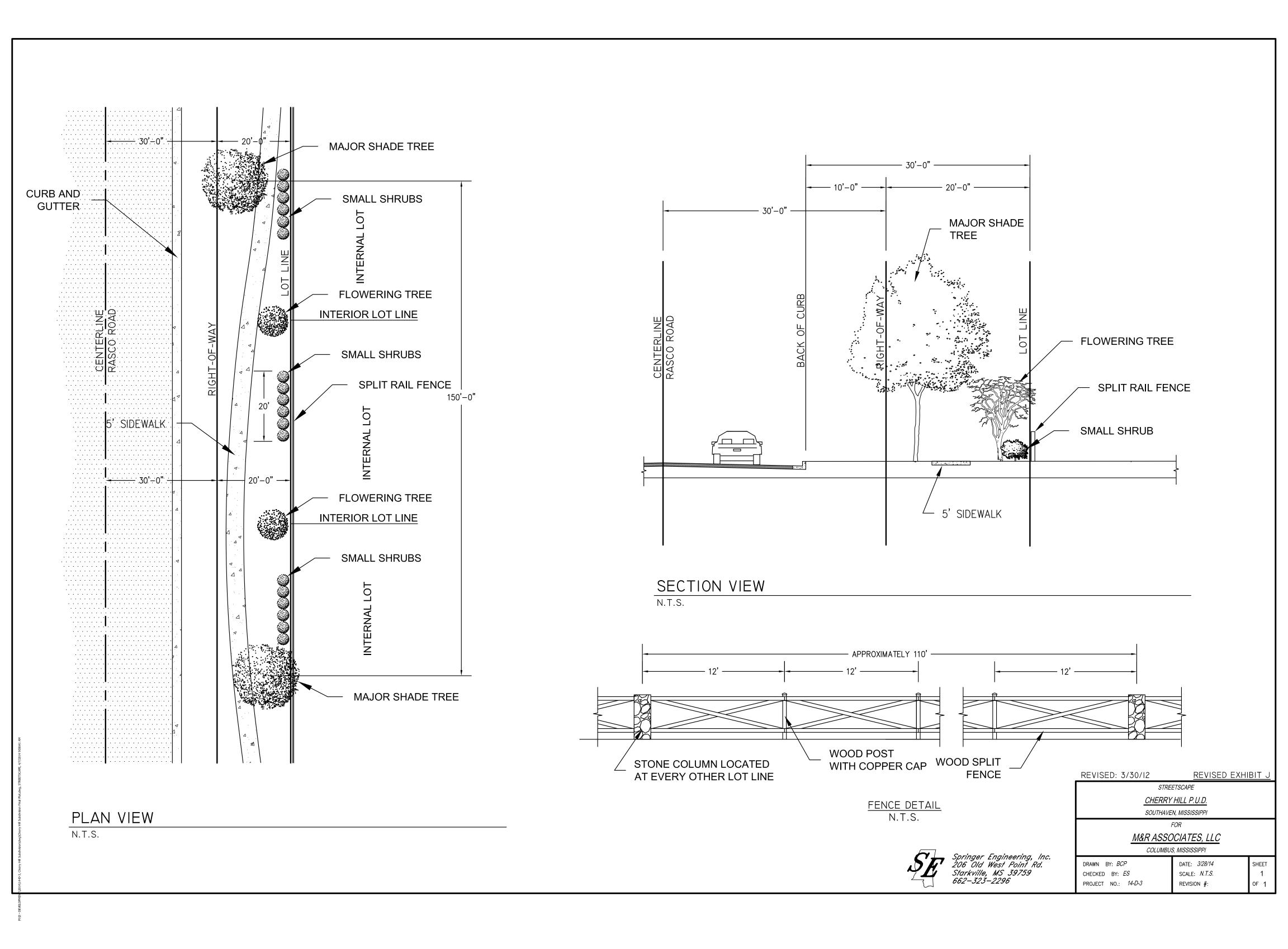
MARCH 2014

SHEET 3 OF 3

#### RH HOLDINGS LLC DB 526/P 544

TO BE DEEDED TO CITY OF SOUTHAVEN BY RH HOLDINGS LLC —





#### M & R Associates LLC PO Box 8998 Columbus, MS 39705

04/22/2014

Whitney S. Choat-Cook, Director of Planning City of Southaven 8710 Northwest Drive Southaven, MS 38672

#### **VIA EMAIL**

Dear Whitney:

We are under contract with Citizens National Bank to purchase the Cherry Hill Subdivision located at the corner of Rasco Road and Swinnea behind the new fire station. We would like to request the following amendments to the Cherry Hill PUD:

- Eliminate the rear alleys in the present plans
- At this time retain the property on Swinnea on the south side of fire station
- Reduce the common area along Rasco Road from 50 feet behind curb to 30 feet behind curb
- Develop the property in phases
- Turn the Common area at the end of Mulberry into 3 house lots increasing the total number of lots to 157
- Erect a split rail fence with stone columns instead of a wrought iron fence

Please find enclosed with the application the new plat indicating the above changes.

Sincerely,

Jerry D. McBride Partner



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

City of Southaven City Hall Executive Board Room 8710 Northwest Drive

Date of Hearing:	April 28, 2014
Public Hearing Body:	Planning Commission
Applicant:	M & R Associates, LLC
	PO Box 8998
	Columbus, MS 39705
	901-282-6067
Total Acreage:	31.18 acres
<b>Existing Zone:</b>	Planned Unit Development
Location of Subdivision	East side of Swinnea Road, south
application:	of future Rasco Road
Comprehensive Plan Designation:	Residential

#### **Staff Comments:**

The applicant is requesting subdivision approval for Cherry Hill Subdivision Phase 1 east of Swinnea Road, on the south side of future Rasco Road. The application takes in 31.18 acres with two proposed accesses off of future Rasco Road. As shown on the proposed plat, the applicant has the standard fifty (50) foot right of way for the first entrance (west entrance) and has a one hundred (100) foot right of way for the second entrance, which narrows down to eight four (84) once inside the subdivision. The width on the second entrance has been designed to allow for boulevard and a roundabout. In phase 1, the applicant is proposing 82 lots, which will all comply with the standards set forth in the approved PUD. The right of way dedication is shown along the entire width of this

Phase, which the applicant will be responsible for installing the road from the center line south. This phase of the subdivision also takes in the 9.90 acres of property south of the fire station. It is staff's understanding that this open space will remain in a natural state so bonding for future improvements to this area will not be necessary. The maintenance of the open spaces has been addressed in the general notes on the plat which identifies the homeowners association as the responsible party. Additionally, the applicant has identified the location of the sidewalks on both sides of the streets.

#### **Staff Recommendations:**

The applicant is in compliance with the approved PUD text for the Cherry Hill Subdivision. Per city ordinance, sidewalks are now incorporated into the road bonds so the applicant will need to address this when applying for a letter of credit from the bank. That being said, the city will want the sidewalks installed all at once as opposed to constructing them per lot. Staff would request this happens when the applicant is ready for the final lift of asphalt but the applicant may opt to install them earlier for selling purposes; however, staff would request administrative approval if this occurs. Finally, staff would like the minimum square footage of 1,400 sq. ft. be placed on the plat for future reference. Staff has no further comments and recommends approval as submitted.

<b>Planning Commission</b>	Motion made by:
<b>Recommendation:</b>	Seconded by:

# 12. Mayor's Report

# 13. Citizen's Agenda

**Don Daniels** 

#### **Personnel Docket**

May 6, 2014

Payroll Additions	Position	Department	Start Date	Rate of Pay
Sara Frazier	Gate Worker	Parks Tournaments - 412	May 2, 2014	\$7.50
Judy Guerrero	Billing Clerk	Utility Billing - 820	May 6, 2014	\$10.20
Cassandra Hogan	EMT/Paramedic	Fire - 290	May 6, 2014	\$17.00
Timothy Jones	EMT/Paramedic	Fire - 290	May 6, 2014	\$17.00
Bradley Knox	Patrol Officer II	Police - 211	May 6, 2014	\$19.25
Cameron Lomonaco	IT Tech I	IT - 150	May 6, 2014	\$19.56
Andrew McElhannon	Firefighter II	Fire - 290	May 6, 2014	\$14.39
Alonzo Walker	Crossing Guard	Police - 211	May 6, 2014	\$9.00
Zylavian Watley	Intern	Planning - 180	May 6, 2014	TBD
Christopher Webb	Patrol Officer II	Police - 211	May 6, 2014	\$19.25
Payroll Adjustments	Previous Classification	New Classification	Effective Date	Proposed Rate of Pay
Steve Jourdan	Asst Building Supervisor	Sports Plex Supervisor	May 6, 2014	\$14.86
John Lyons	Cash Control Manager	Cash Ctrl/Facilities Mgr	May 6, 2014	\$40,000.00
Robert Pogue	Dispatch II	Dispatch III	May 6, 2014	\$19.56
Michael Upchurch	P/T PAC Supervisor	Arena/PAC Supervisor	May 6, 2014	\$32,500.00
Karen White	Receptionist	No Change	May 6, 2014	\$12.74
Employee Name	Department	Action Taken	Effective Date	With/Without Pay
Gregory Sturghill	Police - 211	1-day Suspension	To Be Determined	Without Pay
Tasha Robinson	Police - 211	1-day Suspension	To Be Determined	Without Pay
Payroll Deletions	Position	Department	Termination Date	Rate of Pay
Hans Ploeg	Seasonal Laborer	Parks and Recreation - 411	April 8, 2014	\$8.00
Jennifer Burd	Office Manager	Utility Billing - 820	April 20, 2014	\$31,541.00
Kim Smith	Facility Director	Parks and Recreation - 411	April 21, 2014	\$35,127.00
Kelly Bozarth	Firefighter III	Fire - 290	April 23, 2014	\$14.68
Christy McNeamer	A/P Clerk	City Clerk - 155	April 25, 2014	\$15.00

# 15. Committee Reports

16.
City
Attorney's
Legal Update



Trimble Navigation Limited 935 Stewart Drive. Sunnyvale, CA 94085 USA +1 408-481-2000 +1 408-481-7781

#### APPROVAL AND RELEASE FORM

I have reviewed the editorial and/or photographs described below and approved them for publication. I hereby give Trimble Navigation Limited (TRIMBLE), its employees and agents, and parties designated by Trimble, irrevocable rights to the use of these editorials and/or photographs.

I affirm that I have the legal right to issue this consent.

Please complete and fax or mail back to Trimble at +1-408-481-7781 or +33 (0) 171 343 199

Name	Signature		Date	
Title	Company			
Address	City	State	Zip	
Area Code	Phone Number			

#### Please describe the photographs and/or editorial to be used by Trimble.

Customer story and photographs on project in Southaven, MS. To be used as a Trimble Customer Story and potential publication in Technology&More.

# 17. Old Business

## City of Southaven Docket of Claims



## Warrant #: C-050614 & W-050614

City of Southaven Claims Docket Warrant #: C-050614 & W-050614 Page 1 of 47

Invoice #	Check#	Voucher #	Vendor #	<u>Vendor Name</u>	Invoice Description	Invoice Amnt
93059-0	0	218533	21594	1SOURCE	NITRITE GLOVES	\$469.20
3300090	0	218933	21615	4IMPRINT, INC	HOMETOWN MS LIVING EVENT AT WELCOME CENTER	\$1,239.01
02026103	0	219190	8563	A & B DISTRIBUTING	BEER SALE AT SPRINGFEST	\$5,780.56
36560	0	218908	424	A TO Z ADVERTISING	KEY CHAINS ROUND & BADGE	\$1,007.79
36598	0	219009	424	A TO Z ADVERTISING	PARHAM, LORI 2014 ALLOT	\$231.90
36585	0	218366	424	A TO Z ADVERTISING	ROSENBERG, BRYAN 2014 ALLOT	\$132.00
35919	0	218949	16177	A2H, INC	PROJECT 10354-MS-MEM/FEMA COMMUNITY SHELTER	\$57,108.33
3594650	0	218987	6142	ACCESS POINT INC	PHONE - PD	\$214.92
3604488	0	218488	6142	ACCESS POINT INC	PHONE SERVICE - POLICE	\$398.09
5982	0	218356	12445	ACCURATE LAW ENFOR	GIFFORD, BLAKE	\$39.98
042914	0	219135	10184	ACKERMAN JOHNNY	BASEBALL UMPIRE	\$335.00
041314	0	218734	10184	ACKERMAN JOHNNY	TOURNAMENT UMPIRE	\$365.00
041114	0	218486	21601	AEL - MEMPHIS	CHGS FOR PHYSICAL & SHOTS REQUIRED PARAMENDIC SCHO	\$551.20
9026249605	0	218418	6479	AIRGAS MID SOUTH	GRINDER, BRUSH CUP, RAD	\$145.97
408368	0	218530	118	AMERICAN FLAG & POLE	US & , MS FLAGS	\$152.23
041314	0	218735	14489	ANDERSON GREGORY	TOURNAMENT UMPIRE	\$134.00

	-					
Invoice #	Check#	Voucher #	Vendor#	Vendor Name	Invoice Description	Invoice Amnt
9003094613	0	218388	17049	ANIMAL HEALTH INTERN	PROFESSIONAL SERVICES	\$127.06
9003102012	0	218389	17049	ANIMAL HEALTH INTERN	PROFESSIONAL SERVICES	\$178.02
250843	0	218851	18285	APPLIED CONCEPTS, IN	RADARS FOR MOTORS	\$4,393.50
251396	0	218852	18285	APPLIED CONCEPTS, IN	RADARS FOR TRAFFIC	\$5,023.00
581-5011767	0	218349	156	ARAMARK UNIFORM SERV	RUBBER MATS	\$108.21
581-5015144	0	219001	156	ARAMARK UNIFORM SERV	RUBBER MATS	\$108.21
581-5008340	0	218350	156	ARAMARK UNIFORM SERV	RUBBER MATS	\$228.56
581-5011768	0	218620	156	ARAMARK UNIFORM SERV	RUBBER MATS	\$228.56
581-5015145	0	218989	156	ARAMARK UNIFORM SERV	RUBBER MATS	\$228.56
581-5008339	0	218397	156	ARAMARK UNIFORM SERV	RUBBER MATS - COURT	\$108.21
1414201404	0	218539	17546	ARISTA	WATER BILL POSTAGE 04/14	\$4,999.20
16797	0	218540	17546	ARISTA	WATER BILL PRINTING 0414	\$2,617.67
281	0	218623	18967	ARROW DISPOSAL	GARBAGE SERVICE	\$88,601.67
42914	0	219095	18274	ASFPM	TESTING FEE CFM	\$100.00
105350	0	219061	19380	ASSOCIATION OF GOV	MEMBER RENEWAL	\$95.00
449260510414	116808	218216	13136	AT&T	COLLEGE RD SCADA - PHONE SERVICES	\$55.00
056312570514	0	218680	1167	AT&T MOBILITY	LONG DISTANCE CHARGES	\$40.77
287251660514	116809	218215	1167	AT&T MOBILITY	CELL PHONE & TRIMBLE DATA CARD - UTILITIES	\$186.59
287255730414	116809	218112	1167	AT&T MOBILITY	MI FI - PHONE SERVICE	\$40.25
287251720414	116809	218179	1167	AT&T MOBILITY	PHONE SERVICES	\$146.34
287252250414	116809	218181	1167	AT&T MOBILITY	PHONE SERVICES - STREETS	\$114.24
820538860414	116809	218214	1167	AT&T MOBILITY	SCADA DATA LINES FOR GROVE MEADOWS & KING'S CASTLE	\$90.50

Invoice #	Check#	Voucher #	Vendor#	Vendor Name	Invoice Description	<b>Invoice Amnt</b>
287251540414	116847	218220	1167	AT&T MOBILITY	IT CELL PHONES	\$600.77
2872516B0514	116847	218482	1167	AT&T MOBILITY	PHONE SERVICES - POLICE	\$114.24
820661420414	116847	218478	1167	AT&T MOBILITY	PHONE SERVICES - POLICE	\$191.42
1055	0	219096	21472	ATHLETIC HOUSE @ SNO	LEFT HANDERS CATCHERS MITT	\$52.00
7730-7FY14	116810	218115	1145	ATMOS ENERGY	1320 BROOKHAVEN DR - FIELD OF DREAMS	\$170.88
9368-7FY14	116810	218213	1145	ATMOS ENERGY	1940 STATELINE RD W - STATION 1	\$445.48
3113-7FY14	116810	218211	1145	ATMOS ENERGY	385 MAIN ST	\$811.70
1390-7FY14	116860	219015	1145	ATMOS ENERGY	6050 ELMORE RD	\$221.04
2695-7FY14	116860	219030	1145	ATMOS ENERGY	7980 SWINNEA RD	\$397.05
2435-7FY14	116860	219027	1145	ATMOS ENERGY	8400 GREENBROOK PKWY	\$17.81
3076-7FY14	116860	219026	1145	ATMOS ENERGY	8925 SWINNEA RD - PARKS	\$58.49
041314	0	218792	10289	AUSTIN LEE	SCOREKEEPER	\$150.00
042914	0	219172	10289	AUSTIN LEE	SOFTBALL UMPIRES	\$105.00
26552	0	219065	172	AUTOMATIC RAIN	LAWN SPRINKLER MAINT.	\$331.00
30696	0	219120	21395	B & P ENTERPRISES	BUILDING DEMOLITION FOR WHITWO	\$34,500.00
59394	0	218551	19589	BAKER SERVICES	MARCH BILLING - METER READING	\$15,694.28
26234	43293	218924	3341	BANCORPSOUTH	CITY OF SHAVEN REF BD 2009 (#82-0052-01-7)	\$77,668.75
041314	0	218707	9854	BARNETT PHILIP	SOFTBALL TOURNAMENT UMPIRE	\$65.00
041314	0	218793	16045	BARTLEY COURTNEY	SCOREKEEPER	\$150.00
374-252667	0	218941	13650	BATTERIES PLUS	12 V LEAD	\$18.95
372-318955	0	218332	13650	BATTERIES PLUS	STREET LIGHTS/FLASHERS	\$99.90
041314	0	218736	9480	BAXTER ED	TOURNAMENT UMPIRE	\$294.00

Invoice #	Check#	Voucher #	Vendor #	<u>Vendor Name</u>	Invoice Description	Invoice Amnt
041314	0	218737	18711	BENBOW RAYMOND	TOURNAMENT UMPIRE	\$214.00
157476	0	218413	268	BEST CHANCE JANITOR	URINAL SCREEN, TISSUE, BLEACH	\$2,171.60
042214	116861	219016	11669	BEST WESTERN	SALES TAX OMITTED WHEN ORIGINALLY SUBMITTED	\$54.00
2016298	0	219089	17201	BEST-WADE PETROLEUM	FUEL FOR PUB WORKS (MAY BLVD	\$32,476.16
15408	0	219052	407	BILL FOWLER'S BODYWO	UNIT #3069 - ACCIDENT REPAIRS	\$3,204.90
041314	0	218738	16175	BLACK DAVID	TOURNAMENT UMPIRE	\$261.00
041314	0	218794	19799	BLAKELY EMILY	SCOREKEEPER	\$54.00
3125	0	218990	20065	BLC OF MS LLC	BEHIND MDOT WALL ALONG I-55	\$5,556.00
3114	0	218565	20065	BLC OF MS LLC	CHURCH/55 INTERCHANGE 1ST CUT	\$3,864.00
3122	0	219094	20065	BLC OF MS LLC	CLEANUP OF GROUNDS DURING SPRI	\$4,800.00
3123	0	218991	20065	BLC OF MS LLC	FIRE/POLICE TRAINING CTR	\$925.00
3113	0	218564	20065	BLC OF MS LLC	GOODMAN/55 INTERCHANGE 1ST CUT	\$5,020.00
3115	0	218562	20065	BLC OF MS LLC	SOUTHCREST MEDIANS	\$88.00
3112	0	218563	20065	BLC OF MS LLC	TRAINING CTR.	\$1,850.00
3124	0	218992	20065	BLC OF MS LLC	W E ROSS PKWY ROW & DETENTION	\$1,748.00
ME371003-01	0	218329	1091	BLUFF CITY ELECTRONI	IT SUPPLIES	\$111.97
ME371082-01	0	218665	190	BLUFF CITY SERVICE C	CAMERA FOR COMMAND TRAILER	\$87.33
2061853	0	218964	312	BOB LADD & ASSOCIATE	3 PIECE A-ARM BUSHINGS	\$89.76
2061911	0	219107	312	BOB LADD & ASSOCIATE	CONTRACT FOR SPRINFEST CARTS	\$3,270.00
2061802	0	218973	312	BOB LADD & ASSOCIATE	ROD END, BOLT NUTS, LOCK NUT	\$162.42
041314	0	218708	21373	BOBO NATHAN	SOFTBALL UMPIRE	\$195.00
042914	0	219182	21626	BOBO NATHAN	SOFTBALL UMPIRE	\$70.00

Invoice #	Check#	Voucher #	Vendor #	Vendor Name	Invoice Description	Invoice Amnt
041314	0	218795	17523	BOLT THERESA	SCOREKEEPER	\$60.00
041314	0	218739	1043	BOSLEY, JEFF	TOURNAMENT UMPIRE	\$190.00
81389502	0	219076	582	BOUND TREE MEDICAL	MEDICAL SUPPLIES	\$969.44
041314	0	218709	19951	BOYLAN GLENN	SOFTBALL UMPIRE	\$292.50
042914	0	219173	18755	BOYLAN JESSIE LEE	SOFTBALL UMPIRE	\$127.50
041314	0	218710	18755	BOYLAN JESSIE LEE	SOFTBALL UMPIRE	\$292.50
6765	0	218521	20618	BRAD'S GYM CARE	SERVICES TO WORK OUT EQUIPMENT	\$157.35
041314	0	218822	16464	BRANDON SEALS	SCOREKEEPER	\$84.00
041314	0	218796	18631	BROWN ALISSA JORDAN	SCOREKEEPER	\$40.00
09990885.00	0	218374	185	BROWNELL'S INC	FIRING PIN ASSY.	\$124.53
09991451.00	0	218375	185	BROWNELL'S INC	GLOCK SIGHT	\$99.99
5536275	0	218513	663	BULLFROG AMOCO	INSPECTION	\$5.00
5836426	0	218512	663	BULLFROG AMOCO	MATERIALS FOR EQUIPMENT	\$80.00
5135517	0	219074	663	BULLFROG AMOCO	MATERIALS FOR EQUIPMENT	\$80.00
12409843	0	219112	1056	BWI MEMPHIS	ATHLETIC FIELD MARKER	\$304.08
12394606	0	219111	1056	BWI MEMPHIS	GRASS CHEMICALS AND FERTILIZER	\$2,844.00
4	0	219121	19091	C. B. DEVELOPERS, IN	PLUM POINT SEWER EXPANSION -	\$38,894.77
12	0	218422	21019	CAIN LINDA A	PROJECT 4 LINE DANCE	\$30.00
7	0	218985	21019	CAIN LINDA A	LINE DANCE CLASS	\$30.00
925141528	0	218383	6738	CALLAWAY GOLF	GLOVES XL	\$25.52
041314	0	218797	21343	CARDELLI KELLY	SCOREKEEPER	\$40.00
042814	0	218998	5071	CARPENTER RICK	REIMBURSEMENT FOR ALL EMS LICENSES, EMS-D, NREMT,	\$87.50
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Invoice #	Check#	Voucher #	<u>Vendor #</u>	<u>Vendor Name</u>	Invoice Description	Invoice Amnt
041314	0	218711	21368	CATLIN MICHAEL C	SOFTBALL UMPIRE	\$97.50
040414	116811	218121	4288	CELLULAR SOUTH	CELL PHONES	\$6,796.33
300095240514	116848	218466	1234	CENTURYLINK	PHONE SERVICES - POLICE	\$93.64
300091240514	116848	218464	1234	CENTURYLINK	PHONE SERVICES - POLICE	\$93.93
300091220514	116848	218465	1234	CENTURYLINK	PHONE SERVICES - POLICE	\$230.87
042514	116862	219018	1234	CENTURYLINK	PHONE SERVICES	\$42.06
300093460414	116862	219037	1234	CENTURYLINK	PHONE SERVICES	\$151.11
400200020414	116862	219038	1234	CENTURYLINK	PHONE SERVICES - PARKS	\$1,118.00
400200370414	116862	219039	1234	CENTURYLINK	PHONE SERVICES - SNOWDEN HOUSE SENIOR SERVICES	\$121.98
300096130414	116862	219040	1234	CENTURYLINK	PHONE SERVICES - SNOWDEN MESSAGE BOARD	\$44.06
041314	0	218798	13220	CHAFFIN, DANIELLE	SCOREKEEPER	\$30.00
4860	0	218898	19700	CHOICE TOWING	2275-TOW	\$50.00
4861	0	218899	19700	CHOICE TOWING	2770-TOW	\$50.00
248973	0	219191	16314	CLARK BEVERAGE GROUP	BEER PURCHASE AT SPRINGFEST	\$3,342.41
041314	0	218799	21350	CLARK RYNE	SCOREKEEPER	\$50.00
042914	0	219136	18757	CLAYTON DONNIE	BASEBALL UMPIRE	\$270.00
041314	0	218740	18757	CLAYTON DONNIE	TOURNAMENT UMPIRE	\$370.00
042914	0	219174	10287	CLYNES DENNIS	SOFTBALL UMPIRE	\$82.50
041314	0	218741	10287	CLYNES DENNIS	TOURNAMENT UMPIRE	\$436.00
1078055607	0	218939	630	COCA-COLA ENTERPRISE	COCA COLA	\$6,249.60
1058746908	0	218683	630	COCA-COLA ENTERPRISE	COKE & DRINKS FOR EGG HUNT	\$1,012.80
1058672606	0	218936	630	COCA-COLA ENTERPRISE	COKES FOR SPRINGFEST	\$2,271.60

Invoice #	Check#	Voucher #	Vendor#	Vendor Name	Invoice Description	<b>Invoice Amnt</b>
041314	0	218742	6659	COLEMAN EDWARD A	TOURNAMENT UMPIRE	\$305.00
873341010414	116812	218120	2351	COMCAST	2101 COLONIAL HILLS DR - INTERNET	\$192.64
621122010514	116849	218472	2351	COMCAST	8691 NORTHWEST DR	\$243.00
910908010514	116849	218270	2351	COMCAST	INTERNET - 2543 GEM ST UTILITIES	\$94.85
617036020414	116863	219017	2351	COMCAST	WHITWORTH WTP	\$93.69
4881	0	218624	16582	CONTRACTORS SUPPLY P	MATERIALS FOR SHOP	\$82.80
041314	0	218743	2751	COOK GEORGE	TOURNAMENT UMPIRE	\$114.00
041314	0	218744	1073	COOPER JAMES	TOURNAMENT UMPIRE	\$85.00
289989	0	218516	836	COUNTRY FORD INC	1857-O/C, ROTATE TIRES	\$98.05
290210	0	219005	836	COUNTRY FORD INC	3032-A/C RELAY, THROTTLE BODY	\$610.63
289874	0	219007	836	COUNTRY FORD INC	GRN EXP - PCV HOSE	\$238.59
289629	0	218940	836	COUNTRY FORD INC	VEHICLE MAINT.	\$94.81
43751	0	218850	21597	CREATIVE COMTENT BY	FOREVER YOUNG AD IN SOUTHAVEN	\$3,150.00
41814	0	219060	1339	CREDIT CARD CENTER	C. SHELTON - CITY CREDIT CARD	\$1,216.85
041314	0	218745	20069	CRESPINO JOEY	TOURNAMENT UMPIRE	\$170.00
04-412131	0	219110	18557	CUBE ICE INC.	ICE FOR CONCESSIONS	\$490.50
628539	0	218606	402	CURRY JANITORIAL SER	CLEANING OF FBI OFFICES	\$425.00
1479	0	218492	12576	D&J'S CLEANING SERVI	CLEANING OF PAC	\$100.00
1482	0	218640	12576	D&J'S CLEANING SERVI	CLEANING OF PAC	\$100.00
1485	0	218855	12576	D&J'S CLEANING SERVI	CLEANING OF PAC	\$100.00
1478	0	218494	12576	D&J'S CLEANING SERVI	CLEANING OF PAC	\$150.00
1481	0	218639	12576	D&J'S CLEANING SERVI	CLEANING OF PAC	\$150.00

Invoice #	Check#	Voucher #	Vendor#	Vendor Name	Invoice Description	Invoice Amnt
1484	0	218854	12576	D&J'S CLEANING SERVI	CLEANING OF PAC	\$150.00
1477	0	218493	12576	D&J'S CLEANING SERVI	CLEANING OF PUBLIC WORKS	\$225.00
1486	0	218853	12576	D&J'S CLEANING SERVI	CLEANING OF PUBLIC WORKS	\$225.00
1480	0	218491	12576	D&J'S CLEANING SERVI	CLEANING OF PUBLIC WORKS DEPT.	\$225.00
1483	0	218641	12576	D&J'S CLEANING SERVI	CLEANING OF PW	\$225.00
041314	0	218712	14960	DAHLKE JERRY	SOFTBALL UMPIRE	\$195.00
041314	0	218746	11909	DAILEY, CRAIG	TOURNAMENT UMPIRE	\$300.00
14-7885	0	218603	10376	DAKOTA CORP	ROOF REPAIR	\$325.00
042914	0	219175	11755	DAVIS BROOKE	SOFTBALL UMPIRE	\$157.50
042914	0	219137	16709	DAVIS DANIEL	BASEBALL UMPIRE	\$240.00
041314	0	218747	16709	DAVIS DANIEL	TOURNAMENT UMPIRE	\$225.00
04022014	0	218580	1363	DAVIS W. E. "SLUGGO"	RECORD DOCS	\$36.00
040214	0	218584	1363	DAVIS W. E. "SLUGGO"	RECORDING OF DEED	\$12.00
041314	0	218748	13391	DAVIS, PERRY	TOURNAMENT UMPIRE	\$218.00
042914	0	219138	19952	DAWS KEN C	BASEBALL UMPIRE	\$245.00
042914	0	219139	21366	DEAN JESSE CALVIN	BASEBALL UMPIRE	\$90.00
XJD4T5847	0	218328	342	DELL MARKETING LP	B. WALLACE LAPTOP	\$1,596.87
XJD1FC4R9	0	218848	342	DELL MARKETING LP	OFFICE 2013 ELECTRONIC LICENSE	\$6,131.75
041314	0	218800	21348	DENNIE JOSHUA AUSTIN	SCOREKEEPER	\$20.00
026131	0	219086	7174	DENNIS WRIGHT & SON	EMERGENCY REPAIRS TO SINKS AT	\$12,524.21
026132	0	218935	7174	DENNIS WRIGHT & SON	PARK BLDG - URINAL PULLED AND RESET	\$168.66
026115	0	218847	7174	DENNIS WRIGHT & SON	PLUMBING REPAIRS TO PARK BLDG	\$4,608.37

Invoice #	Check#	Voucher #	Vendor#	Vendor Name	Invoice Description	<b>Invoice Amnt</b>
026108	0	218589	7174	DENNIS WRIGHT & SON	PLUMBING SERVICES	\$236.91
026114	0	218498	7174	DENNIS WRIGHT & SON	PLUMBING SERVICES	\$628.00
026129	0	219085	7174	DENNIS WRIGHT & SON	REPAIRS TO TOILETS AND URINALS	\$12,678.58
026128	0	218938	7174	DENNIS WRIGHT & SON	SNOWDEN COTTAGE REPAIRED	\$1,225.50
042514	0	218605	2352	DEPARTMENT OF REVENU	TAG FEE	\$12.00
815971	0	218313	665	DESOTO COUNTY COOPER	STRAW	\$27.50
050814	0	218934	7507	DESOTO COUNTY ECONOM	TEAM SPONSORSHIP	\$700.00
1718B	0	218608	497	DESOTO COUNTY ELECTR	SIGNAL REPAIR	\$546.97
1203	0	219134	4646	DESOTO COUNTY REGION	MAY 2014 MONTHLY PAYMENT	\$23,071.00
041114	0	218393	182	DESOTO FAMILY MEDICA	CHARGES FOR PHYSICAL TO ATTEND PARAMEDIC SCHOOL	\$180.00
165067	0	218528	182	DESOTO FAMILY MEDICA	KNOX, STEVEN - PRE-EMP SCREEN	\$80.00
164837	0	218529	182	DESOTO FAMILY MEDICA	WEB, CHRISTOPHER - PRE-EMP SCREEN	\$80.00
042214	0	218300	6682	DESOTO FAMILY THEATR	MONTHLY CONTRIBUTION - MAY 2014	\$4,166.67
300060970	0	218273	1185	DESOTO TIMES-TRIBUNE	AD FOR BIDS - ELMORE	\$508.80
300060969	0	218272	1185	DESOTO TIMES-TRIBUNE	ADS FOR BIDS - ELMORE	\$530.00
51251462	0	218846	899	DLT SOLUTIONS INC	AUTOCAD 2014 3 YEAR SUBSCRIPTI	\$1,340.27
51172	0	218978	7947	DOMINO'S PIZZA	PIZZA FOR CONCESSIONS RESELL	\$204.00
2014000523	0	219063	17266	DOOR PRO, INC	DOOR REPAIRS F.S. #2	\$182.00
2014000453	0	218346	17266	DOOR PRO, INC	STATION 4	\$370.00
041414	0	218487	21602	DOVER JAY VAN	SPORTS REFUND	\$465.00
IN71114CL000	0	218532	1390	DPS CRIME LAB	ANALYTICAL FEES	\$1,600.00
041314	0	218713	12331	DUBOISE DALE	SOFTBALL UMPIRE	\$357.50

Invoice #	Check#	Voucher #	Vendor#	Vendor Name	Invoice Description	Invoice Amnt
041314	0	218714	16241	DUBRAVEC DEREK	SOFTBALL UMPIRE	\$65.00
033114B	0	218376	13278	DUKE LESLIE	MEAL REIMBURSEMENT	\$77.11
041314	0	218715	14597	DUNCAN CATHY C	SOFTBALL UMPIRE	\$357.50
7780	0	219103	1380	EAGLES STRIPE-A-LOT	REPAIR ON GB SOFTBALL PARKING	\$1,126.80
041314	0	218749	10752	EASLEY JEREMY	TOURNAMENT UMPIRE	\$230.00
2774	0	218351	4640	ECHOLS GROUP	APR 2014- LOBBYING	\$1,500.00
93311724	0	218975	16484	ECOLAB EQUIPMENT	REPLACED 3 MOTORS AND FREEZER AT COOK SHED	\$569.83
042914	0	219140	14906	EDGE JEFFREY	BASEBALL UMPIRE	\$150.00
041314	0	218750	14906	EDGE JEFFREY	TOURNAMENT UMPIRE	\$474.00
410189	0	219090	17659	EEP	AKRON MONITOR	\$3,375.50
410108	0	219092	17659	EEP	akron pressure gauge	\$166.00
410109	0	219091	17659	EEP	dry chemical & extinguisher brackets	\$1,045.11
8419	0	219070	13181	ELDRIDGE SERVICES	HVAC SERVICES	\$190.00
8395	0	218657	13181	ELDRIDGE SERVICES	HVAC SERVICES	\$610.00
41016	0	218954	17650	ELMORE RD VETERINARY	PROFESSIONAL SERVICES	\$1,108.45
21068	0	218996	17097	ENERA, INC	CALL OUTS FOR RPAID REACH	\$762.50
9706-7FY14	0	219117	966	ENTERGY	8900 GREENBROOK PKWYT	\$117.32
0398-7FY14	0	218945	966	ENTERGY	GREENBROOK PKWY RASC	\$7.33
0182-7FY14	0	218944	966	ENTERGY	GREENBROOK PKWY ST LGT	\$15.18
5951-7FY14	0	218942	966	ENTERGY	STATELINE RD AIRWAYS	\$27.06
9979-7FY14	0	218943	966	ENTERGY	STATELINE RD HAMILTON	\$65.91
2012-7FY14	0	218947	966	ENTERGY	STATELINE RD I-55	\$157.18

Invoice #	Check#	Voucher #	Vendor #	Vendor Name	Invoice Description	<b>Invoice Amnt</b>
6616-7FY14	0	218946	966	ENTERGY	STATELINE RD MRKT DR	\$78.51
4020-7FY14	116813	218163	966	ENTERGY	GETWELL & MAY RD	\$520.45
6408-7FY14	116814	218169	966	ENTERGY	3025 CARNIVAL LN	\$6.63
8438-7FY14	116814	218182	966	ENTERGY	5240 GETWELL RD WATERTOWER	\$6.63
0194-7FY14	116814	218153	966	ENTERGY	6305 SNOWDEN LN	\$6.63
2006-7FY14	116814	218174	966	ENTERGY	7505 STONEGATE BLVD	\$6.63
9473-7FY14	116814	218158	966	ENTERGY	7525 TCHULAHOMA	\$6.63
9366-7FY14	116814	218156	966	ENTERGY	7625 TCHULAHOMA	\$6.63
9424-7FY14	116814	218157	966	ENTERGY	7635 TCHULAHOMA	\$6.63
9317-7FY14	116814	218155	966	ENTERGY	7655 TCHULAHOMA	\$6.63
9259-7FY14	116814	218154	966	ENTERGY	7705 TCHULAHOMA RD	\$6.63
5456-7FY14	116814	218125	966	ENTERGY	SOUTHAVEN ELEM SCHOOL	\$4.24
4865-7FY14	116815	218166	966	ENTERGY	3566 NAIL RD	\$10.52
2941-7FY14	116815	218110	966	ENTERGY	5140 TCHULAHOMA RD	\$17.15
0180-7FY14	116815	218132	966	ENTERGY	5813 PEPPERCHASE DR	\$10.52
9355-7FY14	116815	218168	966	ENTERGY	6277A SNOWDEN LN	\$6.88
5665-7FY14	116815	218199	966	ENTERGY	6845 MCCAIN DR	\$10.66
9549-7FY14	116815	218159	966	ENTERGY	7535 TCHULAHOMA	\$6.63
9614-7FY14	116815	218160	966	ENTERGY	7645 TCHULAHOMA	\$6.63
9648-7FY14	116815	218161	966	ENTERGY	7665 TCHULAHOMA	\$6.63
9663-7FY14	116815	218162	966	ENTERGY	7735 TCHULAHOMA	\$10.52
7658-7FY14	116815	218207	966	ENTERGY	WOODLAND TRACE SOUTH	\$12.63

Invoice #	Check#	Voucher#	Vendor #	Vendor Name	Invoice Description	Invoice Amnt
8183-7FY14	116816	218186	966	ENTERGY	1395 PLEASANT HILL RD	\$20.24
7247-7FY14	116816	218106	966	ENTERGY	165 STAR LANDING RD E TOR SIREN	\$18.34
7221-7FY14	116816	218105	966	ENTERGY	2009 STAR LANDING RD E TOR SIREN	\$19.04
7783-7FY14	116816	218108	966	ENTERGY	3005 COLLEGE RD	\$18.00
8005-7FY14	116816	218107	966	ENTERGY	4830 AIRWAYS BLVD	\$18.85
2453-7FY14	116816	218173	966	ENTERGY	6205 GETWELL RD	\$17.67
6398-7FY14	116816	218111	966	ENTERGY	750 BROOKSIDE RD	\$19.33
4535-7FY14	116816	218135	966	ENTERGY	992 CHURCH RD E	\$21.87
1461-7FY14	116816	218198	966	ENTERGY	HUNTERS GLEN ST	\$20.23
7528-7FY14	116816	218127	966	ENTERGY	STATE LINE & GETWELL	\$19.46
1309-7FY14	116817	218131	966	ENTERGY	1005 CHURCH W RD	\$23.55
2907-7FY14	116817	218197	966	ENTERGY	1334 GOODMAN RD	\$22.83
3329-7FY14	116817	218171	966	ENTERGY	3278 MAY BLVD	\$30.70
7216-7FY14	116817	218130	966	ENTERGY	5577 GETWELL RD	\$30.21
7232-7FY14	116817	218123	966	ENTERGY	6006 GETWELL RD	\$24.27
3570-7FY14	116817	218104	966	ENTERGY	6052 ELMORE CD SIREN	\$23.76
4743-7FY14	116817	218109	966	ENTERGY	6200 GETWELL CD SIREN	\$23.67
8867-7FY14	116817	218140	966	ENTERGY	6345 AIRWAYS BLVD	\$24.53
8941-7FY14	116817	218137	966	ENTERGY	6610 AIRWAYS BLVD	\$22.70
0470-7FY14	116817	218134	966	ENTERGY	85 CHURCH RD E	\$24.05
1735-7FY14	116818	218194	966	ENTERGY	5795 PEPPERCHASE DR	\$43.10
3825-7FY14	116818	218133	966	ENTERGY	6145 AIRWAYS BLVD	\$41.57

Invoice #	Check#	Voucher #	Vendor#	<u>Vendor Name</u>	Invoice Description	Invoice Amnt
2954-7FY14	116818	218141	966	ENTERGY	6875 AIRWAYS BLVD	\$35.65
3295-7FY14	116818	218126	966	ENTERGY	8507 INVERNESS DR	\$34.18
0885-7FY14	116818	218142	966	ENTERGY	AIRWAYS AND RASCO	\$35.97
1660-7FY14	116818	218188	966	ENTERGY	CHANCEY COVE LOT 4	\$31.02
6884-7FY14	116818	218117	966	ENTERGY	CHAPARRAL LN PARK	\$60.16
4624-7FY14	116818	218118	966	ENTERGY	CHERRY VALLEY PK FLOOD LIGHTS	\$37.16
3968-7FY14	116818	218144	966	ENTERGY	CHURCH RD @ GETWELL RD	\$41.45
3240-7FY14	116818	218143	966	ENTERGY	CHURCH RD @ I-55	\$64.40
1182-7FY14	116819	218203	966	ENTERGY	1903 STARLANDING RD LAKES OF NICHOLAS	\$71.61
0884-7FY14	116819	218190	966	ENTERGY	2017 STAR LANDING RD E WTR TWR	\$82.66
7034-7FY14	116819	218139	966	ENTERGY	249 GOODMAN RD W	\$79.32
5247-7FY14	116819	218164	966	ENTERGY	6208 SNOWDEN LN	\$64.68
9183-7FY14	116819	218116	966	ENTERGY	6715 HOSPITALITY RD	\$78.11
2335-FY14	116819	218187	966	ENTERGY	8182 GETWELL RD NORTH LIFT STATION	\$98.15
5704-7FY14	116819	218145	966	ENTERGY	MS 302 & TCHULAHOMA RD	\$75.16
7354-7FY14	116819	218128	966	ENTERGY	SWINNEA RD & HWY 302	\$81.85
8714-7FY14	116819	218200	966	ENTERGY	TURMAN DR	\$112.05
3359-7FY14	116819	218146	966	ENTERGY	WHITWORTH AND ST LINE RD	\$79.56
9953-7FY14	116820	218208	966	ENTERGY	2543 GEM ST	\$139.91
6410-7FY14	116820	218205	966	ENTERGY	2560 STARLANDING RD	\$137.92
3132-7FY14	116820	218206	966	ENTERGY	2768 BLACK ROCK RD	\$116.59
4174-7FY14	116820	218189	966	ENTERGY	303 LONG ST	\$156.48

Invoice #	Check#	Voucher #	Vendor #	Vendor Name	Invoice Description	Invoice Amnt
7831-7FY14	116820	218191	966	ENTERGY	3401 WOODLAND TRACE NORTH	\$155.49
1415-7FY14	116820	218172	966	ENTERGY	34810 SUNSET LOOP	\$144.59
0206-7FY14	116820	218195	966	ENTERGY	4154 DAVIS RD ST CLAIR LIFT STATION SEWER LIFT	\$120.54
4311-7FY14	116820	218148	966	ENTERGY	6208A SNOWDEN LN	\$144.02
2526-7FY14	116820	218201	966	ENTERGY	GROVE MEADOWS LIFT STATION	\$151.27
8617-7FY14	116820	218119	966	ENTERGY	SNOWDON PARK	\$129.42
2212-7FY14	116821	218170	966	ENTERGY	3278 MAY BLVD	\$242.19
2766-7FY14	116821	218152	966	ENTERGY	6070 SNOWDEN	\$325.21
7304-7FY14	116821	218151	966	ENTERGY	6205 SNOWDEN LN	\$192.22
2873-7FY14	116821	218147	966	ENTERGY	6275 SNOWDEN LN	\$360.49
5255-7FY14	116821	218167	966	ENTERGY	6277B SNOWDEN LN	\$205.85
6702-7FY14	116821	218184	966	ENTERGY	6854 TCHULAHOMA RD	\$252.45
0785-7FY14	116821	218209	966	ENTERGY	8157A PARK PIKE	\$192.54
6101-7FY14	116821	218193	966	ENTERGY	E/S FLORA LEE DR. LIFT PUMP	\$309.34
2476-7FY14	116821	218202	966	ENTERGY	LEGENDS LAGOON	\$254.76
4967-7FY14	116821	218136	966	ENTERGY	ST LTS CITY MAINT	\$388.21
7084-7FY14	116822	218185	966	ENTERGY	170 COLLEGE RD	\$3,429.28
9076-7FY14	116822	218183	966	ENTERGY	3088 NAIL RD	\$1,153.65
8587-7FY14	116822	218149	966	ENTERGY	3335 PINE TAR ALLEY	\$3,160.35
5948-7FY14	116822	218204	966	ENTERGY	4446 AIRWAYS BLVD	\$1,270.60
3121-7FY14	116822	218138	966	ENTERGY	5813 PEPPERCHASE DR	\$1,380.00
4952-7FY14	116822	218113	966	ENTERGY	6050 ELMORE RD - FIRE STATION 3	\$779.83

Invoice #	Check#	Voucher #	Vendor#	Vendor Name	Invoice Description	<b>Invoice Amnt</b>
1074-7FY14	116822	218212	966	ENTERGY	6450 GETWELL RD	\$955.12
1667-7FY14	116822	218178	966	ENTERGY	7980 SWINNEA RD	\$622.19
4049-7FY14	116822	218150	966	ENTERGY	SNOWDEN BALLFIELD RD	\$1,699.40
5670-7FY14	116822	218192	966	ENTERGY	SWEETWATER ST	\$510.71
4642-7FY14	116823	218165	966	ENTERGY	3376 NAIL RD	\$3,479.21
3459-7FY14	116823	218196	966	ENTERGY	5850 GETWELL RD	\$3,960.78
6199-7FY14	116823	218129	966	ENTERGY	STREETS LIGHTS	\$64,464.54
6523-7FY14	116850	218474	966	ENTERGY	1200 BROOKHAVEN DR	\$6.63
7166-7FY14	116850	218263	966	ENTERGY	1281 BROOKHAVEN DR	\$11.41
0321-7FY14	116850	218471	966	ENTERGY	367 RASCO RD W	\$6.63
1180-7FY14	116850	218267	966	ENTERGY	7696 AIRWAYS BLVD	\$11.04
1200-7FY14	116850	218479	966	ENTERGY	8185 GETWELL RD	\$6.63
8503-7FY14	116850	218248	966	ENTERGY	8440 GREENBROOK PKWY	\$6.63
2922-7FY14	116850	218262	966	ENTERGY	8779 WHITWORTH ST	\$10.02
9508-7FY14	116850	218265	966	ENTERGY	8989 STANTON RD	\$8.34
9965-7FY14	116850	218250	966	ENTERGY	ESTATES OF NORTHCREEK LIGHTING	\$12.06
4756-7FY14	116850	218233	966	ENTERGY	SOUTH CIR NORTHFIELD	\$7.33
4495-7FY14	116851	218468	966	ENTERGY	3005 STANTON RD S	\$16.21
2636-7FY14	116851	218470	966	ENTERGY	4085 STATELINE RD	\$18.13
5339-7FY14	116851	218473	966	ENTERGY	5730 STATELINE RD W TOR SIREN	\$19.73
9269-7FY14	116851	218477	966	ENTERGY	7111 TCHULAHOMA RD CD SIREN	\$17.76
5635-7FY14	116851	218246	966	ENTERGY	7360 US HIGHWAY 51 N	\$21.51

Invoice #	Check#	Voucher #	Vendor #	<u>Vendor Name</u>	Invoice Description	Invoice Amnt
1937-7FY14	116851	218268	966	ENTERGY	8440 GREENBROOK PKWY	\$12.43
4040-7FY14	116851	218228	966	ENTERGY	8683 AIRWAYS BLVD	\$25.60
7497-7FY14	116851	218222	966	ENTERGY	951 RASCO RD	\$19.21
6056-7FY14	116851	218225	966	ENTERGY	HAMILTON	\$21.62
4749-7FY14	116851	218258	966	ENTERGY	SWEET FLAG LOOP	\$19.09
6929-7FY14	116852	218239	966	ENTERGY	1978 STATELINE RD	\$31.54
1416-7FY14	116852	218236	966	ENTERGY	4005 STATELINE RD	\$26.94
6454-7FY14	116852	218244	966	ENTERGY	4700 STATELINE RD	\$33.11
3152-7FY14	116852	218260	966	ENTERGY	488 CHURCH RD E	\$30.69
2346-7FY14	116852	218234	966	ENTERGY	8355 AIRWAYS BLVD	\$33.24
4445-7FY14	116852	218469	966	ENTERGY	8777 WHITWORTH ST	\$30.46
6114-7FY14	116852	218254	966	ENTERGY	984 STATELINE RD W	\$26.71
4584-7FY14	116852	218256	966	ENTERGY	HAMILTON & STATELINE RD	\$29.00
9003-7FY14	116852	218252	966	ENTERGY	HIGHWAY 51 & DORCHESTER	\$36.35
4634-7FY14	116852	218237	966	ENTERGY	NORTHWEST DR & STATELINE RD	\$26.12
0359-7FY14	116853	218240	966	ENTERGY	2101 COLONIAL HILLS	\$63.99
8419-7FY14	116853	218242	966	ENTERGY	7505 CHERRY VALLEY BLVD	\$56.21
5784-7FY14	116853	218227	966	ENTERGY	7532 SOUTHCREST PKWY	\$43.39
5719-7FY14	116853	218226	966	ENTERGY	7655 AIRWAYS BLVD	\$55.38
5074-7FY14	116853	218235	966	ENTERGY	805 RASCO RD	\$41.19
6416-7FY14	116853	218257	966	ENTERGY	8720 NORTHWEST DR	\$43.48
1998-7FY14	116853	218249	966	ENTERGY	MISS VALLEY BLVD	\$65.91

Invoice #	Check#	Voucher #	Vendor #	<u>Vendor Name</u>	Invoice Description	Invoice Amnt
2038-7FY14	116853	218253	966	ENTERGY	RASCO RD HWY 51	\$63.08
5326-7FY14	116853	218255	966	ENTERGY	STATELINE RD & I-55 INTERSECTION	\$48.47
1972-7FY14	116853	218231	966	ENTERGY	STATELINE RD I-55	\$61.37
2230-7FY14	116854	218232	966	ENTERGY	453 AIRPORT INDUSTRIAL DR	\$103.98
3999-7FY14	116854	218476	966	ENTERGY	8191 TULANE RD	\$207.81
8049-7FY14	116854	218224	966	ENTERGY	8770 NORTHWEST DR	\$162.71
1956-7FY14	116854	218229	966	ENTERGY	BROOKHAVEN HWY 51	\$81.85
4293-7FY14	116854	218251	966	ENTERGY	HIGHWAY 51 AND CUSTER	\$78.51
5787-7FY14	116854	218261	966	ENTERGY	HUDGINS RD	\$160.23
1964-7FY14	116854	218230	966	ENTERGY	ST LINE HWY 51	\$79.56
6418-7FY14	116854	218221	966	ENTERGY	STATE LINE & NORTHWEST	\$78.51
5019-7FY14	116854	218259	966	ENTERGY	T L MILLBRANCH ST LINE	\$93.22
5233-7FY14	116854	218264	966	ENTERGY	TOWN & COUNTRY DR	\$135.55
0284-7FY14	116855	218247	966	ENTERGY	2101 COLONIAL HILLS DR	\$2,060.47
7588-7FY14	116855	218245	966	ENTERGY	365 RASCO RD W SOCCER FD	\$313.01
8229-7FY14	116855	218243	966	ENTERGY	4700 STATELINE RD	\$1,418.89
1535-7FY14	116855	218238	966	ENTERGY	7360 US HIGHWAY 51 N	\$3,444.94
9250-7FY14	116855	218241	966	ENTERGY	7505 CHERRY VALLEY BLVD	\$451.61
0588-7FY14	116855	218269	966	ENTERGY	7525 GREENBROOK PKWY	\$5,369.77
3837-7FY14	116855	218475	966	ENTERGY	8691 NORTHWEST DR	\$2,544.10
3136-7FY14	116855	218266	966	ENTERGY	8779 WHITWORTH ST	\$7,198.83
5484-7FY14	116855	218223	966	ENTERGY	8935 COMMERCE DR	\$365.60

Invoice #	Check#	Voucher #	Vendor #	Vendor Name	Invoice Description	Invoice Amnt
2782-7FY14	116864	219019	966	ENTERGY	1433 STATELINE RD E	\$9.66
9596-7FY14	116864	219029	966	ENTERGY	1940 STATELINE RD W	\$703.51
5897-7FY14	116864	219033	966	ENTERGY	295 STATELINE RD E	\$9.66
8989-7FY14	116864	219031	966	ENTERGY	8400 GREENBROOK PKWY	\$143.27
8503-7FY14B	116864	219032	966	ENTERGY	8440 GREENBROOK PKWY	\$6.63
1573-7FY14	116864	219021	966	ENTERGY	8710 NORTHWEST DR	\$43.26
2910-7FY14	116864	219036	966	ENTERGY	8925 SWINNEA RD	\$6.63
3351-7FY14	116864	219034	966	ENTERGY	8925 SWINNEA RD	\$7.24
2441-7FY14	116864	219035	966	ENTERGY	8925 SWINNEA RD	\$241.08
4691-7FY14	116864	219028	966	ENTERGY	8945 TULANE RD	\$154.99
2007-7FY14	116865	219023	966	ENTERGY	385 STATELINE #41 0848 RD W	\$4,792.66
1178-7FY14	116865	219025	966	ENTERGY	8554 NORTHWEST DR	\$4,117.34
1992-7FY14	116865	219022	966	ENTERGY	8700 NORTHWEST DR	\$4,181.08
4111-7FY14	116865	219020	966	ENTERGY	8889 NORTHWEST DR	\$855.49
9401146903	0	218604	13901	ERGON	MATERIALS	\$279.67
041314	0	218751	18658	EVANS CLIFF	TOURNAMENT UMPIRE	\$285.00
0586-7FY14	116866	219024	902	F L CRANE & SONS INC	8889 NORTHWEST DR	\$66.35
042514	0	218887	8762	FAIRFIELD INN	LODGING - EXPLORERS DURING EXPLORER ACADEMY	\$371.84
040214	0	218305	4781	FAMILY MEDICAL CLINI	HEALTH SCREENINGS	\$420.00
041314	0	218801	13527	FARROW MECHELLE	SCOREKEEPER	\$30.00
1031439	0	218999	5609	FAST AUTO GLASS	E-3 WINDSHIELD REPAIR	\$44.95
2-608-87209	0	218377	1137	FEDEX	SHIPPING - SPD	\$23.49

Invoice #	Check#	Voucher #	Vendor #	Vendor Name	Invoice Description	Invoice Amnt
2-616-70468	0	218403	1137	FEDEX	SHIPPING TO EMS BUREAU	\$20.13
041314	0	218752	1064	FERGUSON BRIAN	TOURNAMENT UMPIRE	\$192.00
E0383	0	218661	4545	FIRST CHOICE CATERIN	SPRING/EASTER FOREVER YOUNG LUNCHEON 2014	\$3,607.40
041514	0	218392	1387	FIRST NATIONAL BANK	GO BONDS	\$61,004.38
041314	0	218802	19810	FISHER BRITNEY	SCOREKEEPER	\$80.00
041314	0	218753	13454	FORREST, JAMES	TOURNAMENT UMPIRE	\$213.00
041514	0	218522	3170	FOSHEE MICHAEL	CRIMINAL JUSTICE CAREER FAIR - REGISTRATION	\$85.00
041314	0	218803	21340	FREEMAN KACIE	SCOREKEEPER	\$54.00
NP40996092	0	218550	6919	FUELMAN	FUEL CARDS	\$97.55
NP40953782	0	218371	6919	FUELMAN	FUEL FOR SPD	\$7,736.05
NP40996068	0	219013	6919	FUELMAN	FUEL FOR SPD	\$8,954.53
041314	0	218716	21397	FULLILOVE CHRISTOPHE	SOFTBALL UMPIRE	\$362.50
041914	0	218671	6510	FUN BOUNCE RENTALS	MOON BOUNCE FOR EASTER EGG HUNT	\$995.00
6536164	0	218607	1130	G & C SUPPLY CO	MATERIALS FOR SHOP	\$35.00
111677	0	218591	650	G & W DIESEL SERVICE	COMPRESSOR SERVICES	\$225.84
303918	0	218927	650	G & W DIESEL SERVICE	REPAIRS TO OPTICOM	\$75.00
111678	0	218587	650	G & W DIESEL SERVICE	REPAIRS TO SCBA	\$339.32
111707	0	218337	650	G & W DIESEL SERVICE	SCBA REPAIRS	\$167.03
111800	0	218670	650	G & W DIESEL SERVICE	SCBA REPAIRS	\$855.31
041314	0	218754	6904	GABBERT SCOTT	TOURNAMENT UMPIRE	\$208.00
041314	0	218755	16127	GAGLIANO PAUL	TOURNAMENT UMPIRE	\$150.00
172	0	218419	17837	GAMEDAY SOFTBALL	USSSA SANCTIONS FEE	\$450.00

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041314	0	218756	14003	GAMMELL GARY D	TOURNAMENT UMPIRE	\$110.00
1102276593	0	218962	494	GATEWAY TIRE & SERVI	TIRE FOR EQUIPMENT	\$101.63
19252	0	219003	17308	GENTRY GLASS	1455- WINDSHIELD	\$210.00
048035	0	219056	21429	GEORGE NUNNALLY CHEV	2014 CHEVROLET TAHOE PPV 2WD	\$27,200.00
3028481602	0	218660	9669	GIBSON PROPANE	SNOWDEN BALL PARK	\$325.72
041314	0	218804	10612	GILBERT CALEB	SCOREKEEPER	\$30.00
7315	0	218904	474	GLEN'S GARAGE	3080-O/C	\$63.64
041414-3089	0	218891	474	GLEN'S GARAGE	3089-TOW	\$50.00
7328	0	218905	474	GLEN'S GARAGE	46 UNITS INSPECTION	\$230.00
7341	0	218327	474	GLEN'S GARAGE	TRAILBLAZER INSPECTION - IT	\$5.00
041314	0	218717	20072	GLOVER RAY	SOFTBALL UMPIRE	\$162.50
402337	0	218354	12940	GOLD NUGGET UNIFORM	BREECHES	\$717.57
043014	0	219185	21624	GOLDSTEIN JANNA RACH	CASH BOND REFUND	\$208.75
40284222	0	218370	19912	GOODYEAR TIRE	TIRES - STATE CONTRACT	\$1,359.12
40308198	0	218638	201	GOODYEAR WHOLESALE T	MATERIALS FOR SHOP	\$339.14
40284633	0	218495	201	GOODYEAR WHOLESALE T	MATERIALS FOR SHOP	\$915.88
042914	0	219141	21370	GORE JAMES HUNTER	BASEBALL UMPIRE	\$135.00
117398953	0	218677	216	GRASSLAND IRRIGATION	AMPHITHEATER	\$155.00
117398952	0	218679	216	GRASSLAND IRRIGATION	ARENA SPRING START UP	\$184.50
117399060	0	219104	216	GRASSLAND IRRIGATION	LABOR & REPAIR ON IRRIGATION AT AMPHITHEATRE	\$237.50
1147399009	0	219115	216	GRASSLAND IRRIGATION	START UP	\$237.50
042014	0	218931	21613	GRAY CHRIS	MEALS REIMBURSEMENT FOR MSF-CONFINED SPACE	\$60.55

Invoice #	Check#	Voucher #	Vendor #	Vendor Name	Invoice Description	Invoice Amnt
68	0	219058	10622	GREEN KING SPRAY SER	CITY PROPERTY MAINT.	\$24,500.00
GK41404	0	218929	10622	GREEN KING SPRAY SER	LANDSCAPING - MAY BLVD	\$20,675.00
041314	0	218805	20456	GRONKE TOYA ANN	SCOREKEEPER	\$90.00
041014	0	218484	21599	GUEVARA MIGUEL RODRI	CASH BOND REFUND	\$136.00
042914	0	219142	1068	GUNN, DEWAYNE	BASEBALL UMPIRE	\$275.00
041314	0	218757	1068	GUNN, DEWAYNE	TOURNAMENT UMPIRE	\$377.00
63559	0	219082	12921	H & H FILTERS MFG	FILTER SERVICES	\$35.00
63555	0	218613	12921	H & H FILTERS MFG	FILTERS SERVICES	\$364.00
041314	0	218758	3031	HABERSTROH CHASE	TOURNAMENT UMPIRE	\$417.00
8787595	0	218700	941	HACH COMPANY	ELECTRODE FOR SENSER PLANT	\$338.47
042914	0	219146	17552	HALE DONNIE	BASEBALL UMPIRE	\$77.50
042914	0	219176	6776	HAMM SAMUEL	SOFTBALL UMPIRE	\$127.50
041314	0	218718	6776	HAMM SAMUEL	SOFTBALL UMPIRE	\$874.50
26233	43292	218923	13790	HANCOCK BANK	RE: G/O REFUNDING BOND SERIES 2010 (SOUTHCT1110)	\$37,932.50
404299022	0	219116	3538	HARDIN'S SYSCO	CHIPS FOR RESELL CONCESSIONS	\$213.48
404240735	0	219106	3538	HARDIN'S SYSCO	FOOD FOR RESELL AT CONCESSIONS	\$3,718.11
404100729	0	218955	3538	HARDIN'S SYSCO	FOOD FOR RESELL AT CONCESSIONS	\$7,862.88
042914	0	219143	19955	HARFORD SCOTT	BASEBALL UMPIRE	\$225.00
042914	0	219144	21359	HARIG RYAN M	BASEBALL UMPIRE	\$135.00
042914	0	219177	10199	HARMON KEITH	SOFTBALL UMPIRE	\$100.00
041314	0	218806	21607	HARRINGTON LEXIE	SCOREKEEPER	\$20.00
041314	0	218759	20068	HARRIS CANDLER	TOURNAMENT UMPIRE	\$290.00

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041314	0	218807	21352	HARRIS JOSH	SCOREKEEPER	\$36.00
041314	0	218808	21347	HAYES JOSHUA	SCOREKEEPER	\$80.00
042914	0	219145	16579	HAYES ROBERT	BASEBALL UMPIRE	\$152.50
041314	0	218760	16579	HAYES ROBERT	TOURNAMENT UMPIRE	\$457.00
041814	0	219122	1230	HEATH, SHEILA	S. HEATH - CITY CREDIT CARD	\$1,582.63
7164	0	219073	13793	HERNANDO REDI MIX	MATERIALS	\$327.50
6919	0	218651	13793	HERNANDO REDI MIX	STORM DRAIN REPAIR/STREETS	\$147.50
6651	0	218395	13793	HERNANDO REDI MIX	TCHULAHOMA AND STATELINE - TRAFFIC SIGNAL	\$373.75
221562754	0	218952	12713	HILL'S PET NUTRITION	FEED ANIMALS	\$69.57
221535249	0	218387	12713	HILL'S PET NUTRITION	FEED FOR ANIMALS	\$93.52
221506314	0	218386	12713	HILL'S PET NUTRITION	FEED FOR ANIMALS	\$145.28
042314	0	218705	10297	HOLLAND JAMES	SPECIAL PROSECUTOR	\$200.00
042514	0	218878	10297	HOLLAND JAMES	SPECIAL PROSECUTOR	\$200.00
042614	0	218882	20767	HOLLIDAY LEE	I.P.T.M. ACCIDENT RECON COURSE, PER DIEM	\$574.00
033114	0	218930	21430	HOLLOWELL WAYNE	SPECIAL PROSECUTOR	\$200.00
041314	0	218809	21384	HOLT TANNER MICHAEL	SCOREKEEPER	\$60.00
319949	0	218382	189	HOMER SKELTON FORD	2271-COIL ASSY., ALTERNATOR	\$790.13
320443	0	218906	189	HOMER SKELTON FORD	3002-ABS MODULE	\$792.41
320183	0	219008	189	HOMER SKELTON FORD	3085-CYCLING SWITCH	\$171.64
320444	0	218910	189	HOMER SKELTON FORD	SPARK PLUGS	\$103.00
318740	0	218845	189	HOMER SKELTON FORD	UNIT 3050 - REPAIRS	\$2,723.08
041314	0	218761	6671	HONORABLE ROZELLE	TOURNAMENT UMPIRE	\$551.00

Invoice #	Check#	Voucher #	Vendor #	Vendor Name	Invoice Description	Invoice Amnt
041314	0	218810	17408	HOOPER ELIZABETH	SCOREKEEPER	\$30.00
04182014B	0	218280	2848	HORN LAKE CREEK BASI	SEWER EXTENSIONS FOR INTERCEPTOR SEWER	\$10,104.38
04182014A	0	218279	2848	HORN LAKE CREEK BASI	SEWER SERVICES	\$91,219.69
041314	0	218811	21608	HURDLE HANNA	SCOREKEEPER	\$90.00
542679	0	218844	20637	IAC, INC	4 POINT ANA LOG INPUT MODULE	\$1,039.60
ME601295MR	0	218569	989	ICM OF MEMPHIS	CHARGER	\$188.78
135307	0	219054	1146	IDEAL CHEMICAL	(PER BID CONTRACT) CHLORINE FO	\$5,045.75
106310	0	218914	949	INTEGRATED COMMUNICA	25 RADIO PROGRAMMED	\$625.00
105602	0	218666	949	INTEGRATED COMMUNICA	NEW E-4 PROGRAMMING	\$170.00
500028811	0	218462	20490	INTERSTATE BATTERY S	2 BATTERIES	\$83.90
93095668	0	218858	7826	INVENSYS SYSTEMS, IN	MATERIALS/EQUIPMENT PUBLIC WORKS	\$1,259.41
29201	0	218567	4494	J R STEWART	30" RISER	\$570.00
29168	0	218394	4494	J R STEWART	BASIN EXTENSIONS	\$423.00
042914	0	219183	21627	JAMES ASHLEY	SOFTBALL UMPIRE	\$135.00
041814	0	218889	17293	JAMES EDWARD T	NRA FIREARMS INSTRUCTOR CLASS, FLORENCE-MEALS, LOD	\$739.95
042914	0	219178	11757	JAMES MICHELLE	SOFTBALL UMPIRE	\$135.00
041314	0	218762	2742	JEFFERSON WILLIE	TOURNAMENT UMPIRE	\$382.00
14032024	0	218843	826	JERRY PATE TURF & IR	GROUNDSMASTER 4000-D STATE CO	\$53,229.33
266329	0	218519	887	JIMMY GRAY CHEVROLET	3089-OIL CHANGE	\$38.15
627780	0	218614	887	JIMMY GRAY CHEVROLET	MATERIALS FOR SHOP	\$318.75
266170	0	218323	887	JIMMY GRAY CHEVROLET	REPAIR TO IT TRAILBLAZER	\$367.94
041314	0	218763	13176	JOHN KATROSH	TOURNAMENT UMPIRE	\$352.00

Invoice #	Check#	Voucher #	Vendor#	Vendor Name	Invoice Description	Invoice Amnt
65	0	218421	4489	JOHNSON CINDY	AEORBIC CLASS	\$450.00
66	0	218967	4489	JOHNSON CINDY	AEORBICS INSTRUCTOR	\$360.00
041314	0	218812	21357	JOYNER EZRA	SCOREKEEPER	\$30.00
32591662.002	0	218414	2768	KEELING IRRIGATION	PVC 40	\$16.43
S2594430.001	0	218420	2768	KEELING IRRIGATION	QUICK COUPLING VALVE	\$104.00
52597306.001	0	218974	2768	KEELING IRRIGATION	SNOWDEN BATHROOMS, RUBBER PARTS FOR RELIEF VALVE	\$389.85
0000009708	0	219053	11221	KIDDIE FIRE TRAINERS	KIDDIE MAINTENANCE CONTRACT	\$7,334.50
042814	0	219002	20723	KJELLIN WILLIAM	PER DIEM - HOSTAGE NEG. LEVEL 11, BAY MINETTE AL	\$230.00
042914	0	219147	19966	KNIGHTON BENJAMIN	BASEBALL UMPIRE	\$180.00
042914	0	219148	11752	LAMPING, CHASE	BASEBALL UMPIRE	\$315.00
041314	0	218764	11752	LAMPING, CHASE	TOURNAMENT UMPIRE	\$439.00
160891	0	218373	6706	LANDERS DODGE	3068-BATTERY ELECTRICAL TEST	\$355.17
167937	0	218920	6706	LANDERS DODGE	3098-GEARSHIFT LEVER	\$344.92
86640	0	219064	19924	LANDERS NISSAN	MATERIALS FOR SHOP	\$5.21
3354191	0	218531	2564	LANGUAGE LINE SERVIC	INTERPRETER BY PHONE	\$62.32
72335	0	218348	403	LAWRENCE PRINTING CO	2 - MINUTE BOOKS	\$216.36
24180	0	218868	759	LEHMAN ROBERTS CO	MATERIALS	\$54.88
24250	0	219083	759	LEHMAN ROBERTS CO	MATERIALS	\$56.00
24088	0	218609	759	LEHMAN ROBERTS CO	MATERIALS	\$110.88
24167	0	218612	759	LEHMAN ROBERTS CO	MATERIALS	\$114.24
24122	0	218610	759	LEHMAN ROBERTS CO	MATERIALS	\$164.64
24210	0	219068	759	LEHMAN ROBERTS CO	MATERIALS	\$166.88

Invoice #	Check#	Voucher #	Vendor#	Vendor Name	Invoice Description	Invoice Amnt
24229	0	219069	759	LEHMAN ROBERTS CO	MATERIALS	\$167.44
24027	0	218611	759	LEHMAN ROBERTS CO	MATERIALS	\$490.56
23880	0	218343	759	LEHMAN ROBERTS CO	PATCHING	\$166.88
23933	0	218345	759	LEHMAN ROBERTS CO	PATCHING	\$268.80
23967	0	218342	759	LEHMAN ROBERTS CO	PATCHING	\$280.56
23860	0	218344	759	LEHMAN ROBERTS CO	PATCHING	\$283.92
18357776	0	218412	20206	LEWIS BROTHERS BAKER	BREAD	\$417.81
18441780	0	218411	20206	LEWIS BROTHERS BAKER	BREAD FOR RESELL AT CONCESSIONS	\$481.00
042914	0	219149	18760	LICCI JOE	BASEBALL UMPIRE	\$165.00
041314	0	218765	18760	LICCI JOE	TOURNAMENT UMPIRE	\$253.00
040414	0	218378	2496	LITTLE MARK	MEAL PER DIEM - MS CHILD ADVOCACY SEMINAR, JACKSON	\$82.00
041314	0	218813	21351	LLOYD LAURIE	SCOREKEEPER	\$20.00
041914	0	218932	21614	LOCOMOTION TRACKLESS	TRACKLESS TRAIN FOR EASTER EGG HUNT	\$250.00
042414	0	218890	13872	LONG TOM	REIMBURSE CELL PHONE FOR 6 MONTH PERIOD	\$480.00
042914	0	219179	14705	LOPEZ RUBEN	SOFTBALL UMPIRE	\$95.00
041314	0	218719	14705	LOPEZ RUBEN	SOFTBALL UMPIRE	\$162.50
042914	0	219150	19957	LOVETT DON	BASEBALL UMPIRE	\$225.00
910493	0	218290	5044	LOWE'S HOME CENTERS,	BROOMS AND TOILET HANDLES	\$148.04
910968	0	218291	5044	LOWE'S HOME CENTERS,	ELECTRICAL METER AND ELECTRICAL BAY	\$141.49
910294	0	218285	5044	LOWE'S HOME CENTERS,	HARDWARE TO REPAIR PUMP OVERIDE ON E-3	\$6.23
910235	0	218292	5044	LOWE'S HOME CENTERS,	MAINTENANCE SUPPLIES	\$19.51
902392	0	218293	5044	LOWE'S HOME CENTERS,	MATERIALS FOR INVESTIGATIONS	\$15.75

Invoice #	Check#	Voucher #	Vendor #	Vendor Name	Invoice Description	Invoice Amnt
909837	0	218295	5044	LOWE'S HOME CENTERS,	MATERIALS FOR STATION 3	\$142.83
902092B	0	218284	5044	LOWE'S HOME CENTERS,	MISC MATERIALS FOR RANGE	\$78.45
902126	0	218282	5044	LOWE'S HOME CENTERS,	MISC SUPPLIES FOR WATER TOWERS	\$148.46
902413	0	218283	5044	LOWE'S HOME CENTERS,	PAINT - MOTORS TRAILERS, MISC SUPPLIES	\$101.45
902634	0	218286	5044	LOWE'S HOME CENTERS,	SOCKET SET AND WIRE CONNECTORS	\$73.35
911062	0	218296	5044	LOWE'S HOME CENTERS,	STATION 1/UNIT 1 AMP	\$32.24
909457	0	218289	5044	LOWE'S HOME CENTERS,	SWITCH PLATES	\$8.86
910505	0	218288	5044	LOWE'S HOME CENTERS,	TOILET TISSUE HOLDERS	\$34.78
927827	0	218287	5044	LOWE'S HOME CENTERS,	TOILET TISSUE ROLLERS	\$44.18
902582B	0	218294	5044	LOWE'S HOME CENTERS,	TOOLS FOR NEW EMPLOYEE/LUMBER	\$261.51
910281	0	218281	5044	LOWE'S HOME CENTERS,	WATER HOSE FOR STATION 3	\$37.98
75931	0	218417	3011	M & M PROMOTIONS	4 - 2 XL MEN SHORT SLEEVE T SHIRT	\$29.40
041714	0	218880	3011	M & M PROMOTIONS	APRONS FOR SPRINGFEST 2014	\$2,502.50
76076	0	218983	3011	M & M PROMOTIONS	COLOR TEES	\$1,100.80
76037	0	218984	3011	M & M PROMOTIONS	POLO'S FOR PARKS EMPLOYEES	\$929.16
75443	0	218842	3011	M & M PROMOTIONS	SHIRTS FOR EMPLOYEES AT TOURNA	\$3,515.10
76075	0	218982	3011	M & M PROMOTIONS	SHIRTS RESELL	\$770.00
75920	0	218352	3011	M & M PROMOTIONS	SPRINGFEST	\$311.71
76107	0	219055	3011	M & M PROMOTIONS	SPRINGFEST T SHIRTS	\$2,989.00
041314	0	218720	10773	MADDUX DIANE F	SOFTBALL UMPIRE	\$291.50
10034B	0	218401	14117	MADISON SIGNS	BLUE TRAFFIC TICKET ENVELOPES	\$990.00
10050	0	218663	14117	MADISON SIGNS	DUKE BUSINESS CARDS AND SFD ENVELOPES	\$214.00

Invoice #	Check#	Voucher #	Vendor#	Vendor Name	Invoice Description	Invoice Amnt
0183941-IN	0	218520	734	MAGNOLIA ELECTRIC	CO-AX COMMAND TRAILER	\$148.67
0184082-IN	0	218656	734	MAGNOLIA ELECTRIC	ELECTRIC REPAIRS	\$15.00
0183883-IN	0	218333	734	MAGNOLIA ELECTRIC	STREET LIGHTS (ACCESS/MARKET PLACE)	\$759.60
0184268-IN	0	218347	734	MAGNOLIA ELECTRIC	STREET LIGHTS ON AIRPORT INDUSTRIAL DR	\$1,917.60
189161	0	218457	308	MAINTENANCE SUPPLY	TY WRAP, HEX NUT, WIRE CUP BRUSH	\$178.52
042914	0	219171	1051	MALONE TERRY	BASEBALL UMPIRE	\$310.00
041314	0	218766	1051	MALONE TERRY	TOURNAMENT UMPIRE	\$1,465.00
041114	0	218485	21600	MANNING BARRY OLIVER	PREVIOUS JUDGMENT WAS SET ASIDE & PAYMENT REFUNDED	\$183.00
041314	0	218721	20245	MARTIN GWENDOLYN	SOFTBALL UMPIRE	\$65.00
041314	0	218814	20371	MARTIN JEAN CALVERT	SCOREKEEPER	\$60.00
774	0	219079	1320	MARTIN MACHINE WORKS	MATERIALS	\$681.00
771	0	218490	1320	MARTIN MACHINE WORKS	MATERIALS	\$978.00
772	0	218706	1320	MARTIN MACHINE WORKS	REPAIR ON CREW TRUCK	\$348.00
041314	0	218767	13665	MARTINEZ STEVEN JR	TOURNAMENT UMPIRE	\$134.00
10B	0	218423	13370	MARY J. CAIN	LINE DANCE CLASSES	\$120.00
041014	0	218385	11210	MASON PERRY	LUNCH FOR MISS. STATE VET SCHOOL	\$49.59
042514	0	218886	11987	MASRO	REGISTRATION - HOLLOWAY, AGUILAR, MCPHERSON, MCCOR	\$1,000.00
14241	0	218635	232	MATHESON & ASSOC LLC	ALARM SERVICES FOR PW BLDG	\$350.00
14271	0	218688	232	MATHESON & ASSOC LLC	ANNUAL MONITORING FOR WATER PLANTS	\$1,800.00
9031728	0	218994	882	MATHIS TIRE & AUTO	291- TIRE REPAIR	\$24.95
041314	0	218815	21342	MAYO CHARLES	SCOREKEEPER	\$60.00
102	0	218454	16884	MCARTHUR MARGARET	ART CLASS	\$105.00

Invoice #	Check#	Voucher #	Vendor#	Vendor Name	Invoice Description	Invoice Amnt
104	0	218963	16884	MCARTHUR MARGARET	ART CLASS	\$105.00
100	0	218415	16884	MCARTHUR MARGARET	ART TEACHER	\$105.00
101	0	218416	16884	MCARTHUR MARGARET	ART TEACHER	\$105.00
103	0	218961	16884	MCARTHUR MARGARET	ART TEACHER	\$105.00
041314	0	218816	18653	MCCORMICK BRENNON J	SCOREKEEPER	\$84.00
042914	0	219151	17806	MCCULLAR ROSS	BASEBALL UMPIRE	\$135.00
004	0	219097	13302	MCMULLIN GLORIA	LINE DANCE CLASS	\$300.00
042914	0	219152	20470	MCNATT JASON	BASEBALL UMPIRE	\$157.50
041314	0	218768	20470	MCNATT JASON	TOURNAMENT UMPIRE	\$390.00
042814	0	218872	16393	MEARS HAROLD	PHONE USAGE	\$25.00
0399850	0	218458	1193	MEMPHIS BEARING AND	BEARINGS AND PLAIN SHAFTING	\$62.88
35592	0	218667	471	MEMPHIS DELTA TENT &	VINYL COVERS FOR TC	\$300.00
173950	0	218627	8159	MEMPHIS READY MIX	MATERIALS	\$340.00
173905	0	218628	8159	MEMPHIS READY MIX	MATERIALS	\$340.00
173827	0	218649	8159	MEMPHIS READY MIX	MATERIALS	\$379.00
173868	0	218650	8159	MEMPHIS READY MIX	MATERIALS	\$433.00
173706	0	218496	8159	MEMPHIS READY MIX	MATERIALS	\$436.00
173669	0	218497	8159	MEMPHIS READY MIX	MATERIALS	\$436.00
174027	0	219072	8159	MEMPHIS READY MIX	MATERIALS	\$651.00
173986	0	218859	8159	MEMPHIS READY MIX	MATERIALS	\$686.00
174095	0	219126	8159	MEMPHIS READY MIX	MATERIALS	\$686.00
173951	0	218626	8159	MEMPHIS READY MIX	MATERIALS FOR SHOP	\$443.00

Invoice #	Check#	Voucher #	Vendor #	Vendor Name	Invoice Description	Invoice Amnt
041314	0	218817	21609	MERTLE HEATHER	SCOREKEEPER	\$40.00
196979	0	218554	354	METER SERVICE AND SU	#12 FRAME	\$1,340.00
196976	0	218557	354	METER SERVICE AND SU	1 1/2 FLG MVR	\$444.50
197078	0	218570	354	METER SERVICE AND SU	100 - 3/4" MTR	\$985.00
197039	0	218695	354	METER SERVICE AND SU	GATE VALVE	\$472.50
197191	0	219128	354	METER SERVICE AND SU	HERSHEY METERS	\$1,160.00
196977	0	218555	354	METER SERVICE AND SU	HTH GRANULAR, MTR FLANGE KIT, GASKETS	\$304.40
197038	0	218696	354	METER SERVICE AND SU	METER LIDS	\$755.00
196975	0	218556	354	METER SERVICE AND SU	PVC PIPE , CASTLE RIDGE	\$3,801.00
196978	0	218553	354	METER SERVICE AND SU	SEWER PIPE	\$165.20
197193	0	219129	354	METER SERVICE AND SU	STOCK MATERIALS	\$2,034.25
197192	0	219127	354	METER SERVICE AND SU	TAP CAP, BOLT & GASKET PACK, ETC.	\$369.65
0036801	0	218840	3483	MICRO COMM	2-XDCR SNUB ASSY & TRANSDUCER	\$1,579.00
82624A	0	218592	6685	MID SOUTH DIGITAL	COPIER FOR A.C.	\$600.00
83167A	0	218571	6685	MID SOUTH DIGITAL	RICOH-COPIER - WATER DEPT.	\$1,362.00
512109	0	218355	584	MID SOUTH UNIFORM &	2 VESTS FOR BYRD, TAYLOR	\$1,344.00
511907	0	218913	584	MID SOUTH UNIFORM &	VESTS - STATE CONTRACT	\$7,980.00
P09312	0	218601	15391	MID-SOUTH AG EQUIPME	MATERIALS FOR SHOP	\$545.79
27767	0	219081	19694	MID-SOUTH TELECOM	PHONE SERVICE	\$65.00
27638	0	218629	19694	MID-SOUTH TELECOM	PHONE SERVICE	\$130.00
27766	0	219080	19694	MID-SOUTH TELECOM	PHONE SERVICE	\$130.00
27552	0	218659	19694	MID-SOUTH TELECOM	PHONE SERVICES	\$60.00

Invoice #	Check#	Voucher #	Vendor #	Vendor Name	Invoice Description	Invoice Amnt
27553	0	218658	19694	MID-SOUTH TELECOM	PHONE SERVICES	\$65.00
150	0	218672	7622	MIDSOUTH SPORTS PROD	CONTRACT LABOR	\$8,881.25
041314	0	218769	17893	MILLER PEYTON	TOURNAMENT UMPIRE	\$297.00
041314	0	218770	12494	MILTON QUINTIN	TOURNAMENT UMPIRE	\$223.00
747697	0	218681	711	MIRACLE RECREATION E	12 TOT SWINGS W/CLEVIS	\$1,586.80
MARCH-2014	43288	218177	1176	MISSISSIPPI STATE TA	SALES TAX - MARCH 2014	\$6,265.14
339	0	218316	10178	MISSISSIPPI USSSA	SANCTIONING FEE "CHARLIE RESPESS"	\$2,115.00
043014	0	219119	21623	MISSOURI PROSPECTS L	SPORTS REFUND	\$465.00
042514	0	218877	13832	MOBLEY BYRON	SPECIAL PROSECUTOR	\$200.00
A68664	0	218701	5073	MOMAR	NEUTRA DISINFECTANT	\$173.18
98104015I	0	219087	335	MOORE MEDICAL CORP	MEDICAL SUPPLIES	\$910.20
981276621	0	219088	335	MOORE MEDICAL CORP	MEDICAL SUPPLIES	\$3,205.59
26235	0	218925	21616	MOTHERHOOD MATERNITY		\$271.41
13003509	0	218841	6969	MOTOROLA	RADIOS FOR NEW CARS	\$95,718.75
050514	0	219192	19146	MS DEPT OF REVENUE	SALES TAX FOR FOOD VENDORS AT	\$709.00
041514B	116824	218218	848	MS DEVELOPMENT AUTHO	SPRINGFEST 2014 GMS: 50618	\$6,598.70
041514	116824	218217	848	MS DEVELOPMENT AUTHO	GMS: 50632	\$4,892.84
050514	0	219189	8066	MS STATE DEPT OF HEA	HEALTH DEPT. TEMPORARY PERMITS	\$210.00
21851	0	218928	958	MS STATE FIRE ACADEM	FOR SPRINGFEST SUBSTITUTION FEE	\$40.00
042914	0	219153	8749	MURCHISON JONATHAN	BASEBALL UMPIRE	\$165.00
041314	0	218771	8749	MURCHISON JONATHAN	TOURNAMENT UMPIRE	\$213.00
0000810	0	218646	1540	MURPHY & SONS, INC.	MATERIALS FOR SOUTHAVEN	\$303.54
22300.0					COURTHOUSE	,

Invoice #	Check#	Voucher #	Vendor #	Vendor Name	Invoice Description	Invoice Amnt
0000809	0	218648	1540	MURPHY & SONS, INC.	MATERIALS FOR SOUTHAVEN COURTHOUSE	\$1,650.00
0000811	0	218647	1540	MURPHY & SONS, INC.	MATERIALS FOR WIN JOB CENTER	\$504.59
40304621	0	218514	265	MYERS TIRE SUPPLY DI	MATERIALS FOR SHOP	\$172.12
041314	0	218772	4629	NAILS IVAN W	TOURNAMENT UMPIRE	\$334.00
068301	0	219109	1150	NAPA GENUINE PARTS C	AIR FILTER	\$42.37
067730	0	218937	1150	NAPA GENUINE PARTS C	OIL FILTER, NAPA GOLD OIL FILTER	\$282.97
0044616-IN	0	218839	19580	NAVIGATION ELECTRONI	ONE YEAR WARRANTY EXTENSION FO	\$1,245.00
1017707.2	0	218306	1160	NEEL-SCHAFFER INC	DESOTO COUNTY STORMWATER IMPLEMENTATION	\$756.90
1015869	0	218301	1160	NEEL-SCHAFFER INC	GENERAL RPR SERVICES	\$3,027.39
1017668	0	218693	1160	NEEL-SCHAFFER INC	LAKES OF NICHOLAS FORCE MAIN - HURRICANE CREEK	\$1,305.44
1017667	0	218692	1160	NEEL-SCHAFFER INC	MWW LAGOON CLOSURE - HURRICANE CREEK	\$4,868.86
1017666	0	218694	1160	NEEL-SCHAFFER INC	PUMP STA. FORCE - HURRICANE CREEK	\$10,804.18
1017660	0	218873	1160	NEEL-SCHAFFER INC	STORMWATER MISC.	\$3,898.04
1105679-IN	0	218384	11589	NELSON MANUFACTURING	MATERIALS BLDG	\$156.00
90147	0	218315	1121	NEWTON TROPHY	"BEST OF THE SOUTH" TROPHY	\$384.00
90124	0	218838	1121	NEWTON TROPHY	"CHARLIE RESPESS" TOURNAMENT T	\$2,757.55
90125	0	218314	1121	NEWTON TROPHY	"SPRINGTIME" SOFTBALL TROPHIES	\$928.35
25895	0	218678	9243	NORTH MISSISSIPPI DR	PATCHING PARKING LOT	\$1,250.00
60100	0	218689	691	NORTH MISSISSIPPI TI	TIRES FOR TRUCK #835	\$383.38
40191	0	219000	5407	NORTH MS. TWO-WAY CO	REPAIRS TO LIGHTS UNIT 1	\$413.88
10003462	0	218334	1105	NORTHCENTRAL ELECTRI	REPLACE CELLS & BULBS STREET LIGHTS	\$73.87
592470080414	116825	218122	1105	NORTHCENTRAL ELECTRI	STREET LIGHTS	\$1,386.91

Invoice #	Check#	Voucher #	Vendor #	Vendor Name	Invoice Description	Invoice Amnt
592470070414	116826	218210	1105	NORTHCENTRAL ELECTRI	RIVER PTE. DR #5714 - BELLE POINTE LIFT STATION	\$94.26
15501	0	218324	5724	NOVAGIANT MEDIA LLC	DOMAIN NAME RENEWAL	\$75.00
1257-149507	0	218895	7304	O'REILLYS AUTO PARTS	1455-BATTERY	\$103.76
1791-292274	0	218900	7304	O'REILLYS AUTO PARTS	2270-BATTERY	\$103.76
1257-147755	0	218901	7304	O'REILLYS AUTO PARTS	2772-BATTERY	\$103.76
1257-149615	0	218897	7304	O'REILLYS AUTO PARTS	2778-BATTERY FORD RANGER	\$79.73
1791-298531	0	218993	7304	O'REILLYS AUTO PARTS	E-4 BULBS	\$12.73
1257-149348	0	218630	7304	O'REILLYS AUTO PARTS	MATERIALS FOR SHOP	\$8.54
1257-150218	0	219071	7304	O'REILLYS AUTO PARTS	MATERIALS FOR SHOP	\$8.70
1257-149403	0	218631	7304	O'REILLYS AUTO PARTS	MATERIALS FOR SHOP	\$10.49
1257-147573	0	218594	7304	O'REILLYS AUTO PARTS	MATERIALS FOR SHOP	\$19.99
1257-149678	0	218870	7304	O'REILLYS AUTO PARTS	MATERIALS FOR SHOP	\$125.29
1257-149241	0	218632	7304	O'REILLYS AUTO PARTS	MATERIALS FOR SHOP	\$185.03
1791-297155	0	218341	7304	O'REILLYS AUTO PARTS	STATION 1 MOTOR OIL	\$51.99
1791-295167	0	218561	7304	O'REILLYS AUTO PARTS	STEERING WHEEL COVER, OIL TREATMENT	\$15.58
1257-149426	0	218687	7304	O'REILLYS AUTO PARTS	TAIL LIGHT BULBS, BATTERY JUMP STARTER AND TOOL SE	\$140.60
1257-148413	0	218541	7304	O'REILLYS AUTO PARTS	WIPERS, WASHER FLUID, BULBS - TRUCK 810	\$37.99
702824140001	0	218399	7600	OFFICE DEPOT	"FILED" STAMPS	\$47.98
704501885001	0	218322	7600	OFFICE DEPOT	C. SHELTON FURNITURE AT SPD	\$819.46
703549096001	0	218577	7600	OFFICE DEPOT	CALCULATOR	\$28.49
1673016741	0	218912	7600	OFFICE DEPOT	CHAIR - DISPATCH	\$349.99
701623710001	0	218574	7600	OFFICE DEPOT	COMPUTER MOUSE	\$29.99

Invoice #	Check#	Voucher #	Vendor #	Vendor Name	Invoice Description	Invoice Amnt
702821697001	0	218523	7600	OFFICE DEPOT	INK & TONER	\$90.58
704912278001	0	218275	7600	OFFICE DEPOT	INK PENS FORINVENTORY	\$55.81
1668867920	0	218321	7600	OFFICE DEPOT	J CRUMP SUPPLIES	\$44.99
1671969203	0	218320	7600	OFFICE DEPOT	KEYBOARD & MOUSE, MISC. SUPPLIES	\$223.39
703022049001	0	218575	7600	OFFICE DEPOT	KEYBOARD & TAPE	\$54.15
704867493001	0	218686	7600	OFFICE DEPOT	LARGE CASH BAGS FOR SPRINGFEST	\$55.99
703591593001	0	218398	7600	OFFICE DEPOT	LEGAL PADS, PENS, STICKY NOTES	\$58.39
703548912001	0	218576	7600	OFFICE DEPOT	MISC. OFFICE SUPPLIES	\$23.26
701623362001	0	218572	7600	OFFICE DEPOT	MISC. OFFICE SUPPLIES	\$83.68
702941407001	0	218573	7600	OFFICE DEPOT	MISC. OFFICE SUPPLIES	\$288.08
704979841001	0	218622	7600	OFFICE DEPOT	OFFICE SUPPLIES	\$11.40
203349	0	219078	7600	OFFICE DEPOT	OFFICE SUPPLIES	\$19.50
704979645001	0	218621	7600	OFFICE DEPOT	OFFICE SUPPLIES	\$67.94
1664299669	0	218524	7600	OFFICE DEPOT	OFFICE SUPPLIES	\$74.43
1671386275	0	218896	7600	OFFICE DEPOT	PHONE CASE - CAPT. STEWART	\$26.91
033114	0	218590	7600	OFFICE DEPOT	PUBLIC WORKS OFFICE SUPPLIES	\$181.46
702824191001	0	218400	7600	OFFICE DEPOT	TAPE	\$19.42
703800239001	0	218274	7600	OFFICE DEPOT	TELECHECK APPROVAL STAMP	\$37.88
704675513001	0	218911	7600	OFFICE DEPOT	TONER & MISC SUPPLIES	\$699.37
0062113	0	218402	712	OLIVER DRUG STORE LL	MORPHINE & MIDAZAM	\$256.00
26236	0	218926	21617	ON THE BORDER		\$900.10
302010	0	218602	539	OVERHEAD DOOR CO MEM	O. H. DOOR REPAIR	\$200.00

leveles #	Oha -l-#	Va., ala a - 4	\/a = d = = #	Vanday Naga	Invelor Decembers	Image Asses
Invoice #	Check#	Voucher #	<u>Vendor #</u>	<u>Vendor Name</u>	Invoice Description	Invoice Amnt
57254903	0	218538	7504	PAETEC	PHONE SERVICES - COURT	\$641.57
57230610	116827	218180	7504	PAETEC	PHONE SERVICES- CITY HALL	\$677.26
57247718	116856	218467	7504	PAETEC	PHONE SERVICE - POLICE	\$519.19
041314	0	218818	21356	PAGE AMY L	SCOREKEEPER	\$90.00
223667	0	218489	983	PARAMOUNT UNIFORMS R	BLDG DEPT UNIFORM SERVICE	\$6.53
0224594	0	218390	983	PARAMOUNT UNIFORMS R	BLDG. MATERIALS	\$5.00
0223285	0	218391	983	PARAMOUNT UNIFORMS R	BLDG. MATERIALS	\$5.00
0226285	0	219113	983	PARAMOUNT UNIFORMS R	GOLF	\$37.36
0222285	0	218410	983	PARAMOUNT UNIFORMS R	GOLF UNIFORMS	\$37.36
0224957	0	218976	983	PARAMOUNT UNIFORMS R	GOLF UNIFORMS	\$37.36
0223638	0	218986	983	PARAMOUNT UNIFORMS R	GOLF UNIFORMS	\$37.36
0225924	0	218951	983	PARAMOUNT UNIFORMS R	MATERIAL BLDG.	\$5.00
0223931	0	218463	983	PARAMOUNT UNIFORMS R	PARK UNIFORMS	\$366.17
0222582	0	218396	983	PARAMOUNT UNIFORMS R	PARK UNIFORMS	\$375.17
0225253	0	218957	983	PARAMOUNT UNIFORMS R	PARKS UNIFORMS	\$375.17
0225265	0	218969	983	PARAMOUNT UNIFORMS R	RUBBER MATS	\$38.00
0225256	0	218980	983	PARAMOUNT UNIFORMS R	RUBBER MATS	\$45.00
0222594	0	218406	983	PARAMOUNT UNIFORMS R	RUBBER MATS - ARENA	\$38.00
0222585	0	218405	983	PARAMOUNT UNIFORMS R	SLATE MATS	\$45.00
226314	0	219093	983	PARAMOUNT UNIFORMS R	UNIFORM SERVICE	\$6.53
224984	0	218277	983	PARAMOUNT UNIFORMS R	UNIFORM SERVICE - BLDG	\$6.53
0223287	0	218596	983	PARAMOUNT UNIFORMS R	UNIFORMS	\$27.78

Invoice #	Chook#	Voucher#	Vandar #	Vandar Nama	Invoice Description	Invoice Amet
Invoice #	Check#	Voucher #	<u>Vendor #</u>	Vendor Name	Invoice Description	Invoice Amnt
0224596	0	218642	983	PARAMOUNT UNIFORMS R	UNIFORMS	\$27.78
0225926	0	218865	983	PARAMOUNT UNIFORMS R	UNIFORMS	\$27.78
0223288	0	218595	983	PARAMOUNT UNIFORMS R	UNIFORMS	\$100.15
0224597	0	218643	983	PARAMOUNT UNIFORMS R	UNIFORMS	\$100.15
0225927	0	218864	983	PARAMOUNT UNIFORMS R	UNIFORMS	\$100.15
0223286	0	218552	983	PARAMOUNT UNIFORMS R	UNIFORMS	\$140.84
0224595	0	218697	983	PARAMOUNT UNIFORMS R	UNIFORMS	\$140.84
225925	0	218879	983	PARAMOUNT UNIFORMS R	UNIFORMS	\$140.84
1121	0	218331	18943	PATSY CLEEN COMMERCI	CLEANING OF TENNIS CTR	\$465.00
1122	0	218330	18943	PATSY CLEEN COMMERCI	CONTRACT CLEANING FOR COURT & CITY HALL	\$4,438.50
68938	0	218966	7885	PAULSEN PRINTING COM	3 LOTS OF GENERIC TICKETS	\$379.00
68892	0	218965	7885	PAULSEN PRINTING COM	OFFICIAL SCORE CARDS	\$205.00
042914	0	219154	2746	PAYLOR GREGORY C	BASEBALL UMPIRE	\$55.00
041314	0	218773	2746	PAYLOR GREGORY C	TOURNAMENT UMPIRE	\$328.00
7539	0	218339	615	PAYNES LOCKSMITH SER	ADD EMS - DUKE INTO LOCKS	\$178.00
7537	0	218588	615	PAYNES LOCKSMITH SER	CODES/LOCKS	\$100.00
7549	0	219108	615	PAYNES LOCKSMITH SER	CONCESSION STAND WINDOW KEYS	\$50.00
7544	0	218682	615	PAYNES LOCKSMITH SER	KEYS & LOCK SET FOR AMPH, BATTING CAGE DOOR	\$318.75
7548	0	218856	615	PAYNES LOCKSMITH SER	LOCK SERVICES	\$357.80
7542	0	218634	615	PAYNES LOCKSMITH SER	LOCKS	\$115.00
7546	0	218633	615	PAYNES LOCKSMITH SER	LOCKS	\$368.70
7538	0	218593	615	PAYNES LOCKSMITH SER	REMOTE TRANS W/PROGRAMMING	\$144.20

Invoice #	Check#	Voucher #	Vendor#	Vendor Name	Invoice Description	Invoice Amnt
7541	0	218549	615	PAYNES LOCKSMITH SER	REMOVE EMPLOYEE CODE FROM SAFE	\$130.00
041714	0	218675	17272	PERKINS WENDY	AEROBICS CLASS	\$210.00
041314	0	218774	21376	PERRIN STANLEY	TOURNAMENT UMPIRE	\$243.00
042914	0	219155	1055	PICKENS ABRAHAM	BASEBALL UMPIRE	\$335.00
041314	0	218775	1055	PICKENS ABRAHAM	TOURNAMENT UMPIRE	\$416.00
042914	0	219156	21372	PIGNOCCO JUSTIN	BASEBALL UMPIRE	\$90.00
041314	0	218819	21383	PIGUES KENNEDI	SCOREKEEPER	\$40.00
2295831-AP14	0	218684	971	PITNEY BOWES	POSTAGE	\$825.00
51295	0	218581	21598	PLANT A MEMORY INC	EARTH DAY CRAFT FOR KIDS	\$87.00
042914	0	219157	19962	PODEWILS CHRIS	BASEBALL UMPIRE	\$65.00
042914	0	219158	18762	POLISCHECK BRETT	BASEBALL UMPIRE	\$90.00
041314	0	218776	18762	POLISCHECK BRETT	TOURNAMENT UMPIRE	\$350.00
042314	0	218885	19099	POOLE JOYCE	APCO CONFERENCE - BILOXI, MS - PER DIEM	\$164.00
042914	0	219159	21360	PRIGMORE DUSTEN	BASEBALL UMPIRE	\$135.00
041314	0	218722	14589	PUGH KENNETH	SOFTBALL UMPIRE	\$227.50
041414	0	218685	1338	PURCHASE POWER	POSTAGE	\$64.76
2014.339	0	218542	233	QUARLES FIRE PROTEC	SPRINKLER INSPECTION	\$150.00
2014.341	0	218544	233	QUARLES FIRE PROTEC	SPRINKLER INSPECTION	\$150.00
2014.338	0	218545	233	QUARLES FIRE PROTEC	SPRINKLER INSPECTION	\$150.00
2014.340	0	218546	233	QUARLES FIRE PROTEC	SPRINKLER INSPECTION	\$150.00
2014.342	0	218547	233	QUARLES FIRE PROTEC	SPRINKLER INSPECTION	\$150.00
2014.343	0	218637	233	QUARLES FIRE PROTEC	SPRINKLER INSPECTION	\$150.00

Invoice #	Check#	Voucher #	Vendor#	Vendor Name	Invoice Description	Invoice Amnt
2014.354	0	218866	233	QUARLES FIRE PROTEC	SPRINKLER INSPECTION	\$150.00
2014.355	0	218867	233	QUARLES FIRE PROTEC	SPRINKLER INSPECTION	\$150.00
2014.337	0	218543	233	QUARLES FIRE PROTEC	SPRINKLER INSPECTION	\$200.00
55605	0	219133	18770	R.M. HENDRICK GRADUA	MAYOR'S YOUTH COUNCIL	\$106.00
041314	0	218723	21398	RADDATZ BRYCE	SOFTBALL UMPIRE	\$130.00
042914	0	219162	18763	REED DON	BASEBALL UMPIRE	\$60.00
041314	0	218777	18763	REED DON	TOURNAMENT UMPIRE	\$393.00
683288	116828	218219	19150	REGIONS EQUIPMENT FI	CONTRACT 0008037-001 - MAY 2014 - EQUIPMENT RENTAL	\$7,120.91
118508	0	218459	10865	RELIABLE EQUIPMENT	BELTS, GATORLINE	\$947.86
118424	0	218409	10865	RELIABLE EQUIPMENT	BLOWERS	\$799.98
118396	0	218407	10865	RELIABLE EQUIPMENT	CUTTER HOUSING ASSY - FLANGE NUT	\$195.26
118441	0	218408	10865	RELIABLE EQUIPMENT	PISTON RINGS, PULLEY, SHAFT	\$259.67
118587	0	218959	10865	RELIABLE EQUIPMENT	PRIMER BULB ELEMENT	\$256.30
118543	0	218960	10865	RELIABLE EQUIPMENT	RECOIL STARTER OIL	\$203.74
118640	0	218968	10865	RELIABLE EQUIPMENT	STARTER ASSY.	\$79.98
111440	0	219057	6819	RIVERSIDE TRAFFIC SY	TO STRIP SWINNEA ROAD WITH PAI	\$3,000.00
2B	0	219132	18047	ROBBINS JANICE	YOGA INSTRUCTOR - RE-ISSUE FOR LOST CHECK #115183	\$90.00
042914	0	219160	19953	ROBERTSON JOHN	BASEBALL UMPIRE	\$250.00
041314	0	218820	19341	RODGERS BRENAN	SCOREKEEPER	\$120.00
041714	0	218537	21438	RODGERS CHRISTOPHER	SPORTS REFUND	\$180.00
042914	0	219161	8915	RUCKER JOSEPH M	BASEBALL UMPIRE	\$107.50
041314	0	218778	8915	RUCKER JOSEPH M	TOURNAMENT UMPIRE	\$214.00

Invoice #	Check#	Voucher #	<u>Vendor #</u>	<u>Vendor Name</u>	Invoice Description	Invoice Amnt
042314	0	218884	19097	RUSHING AMANDA	APCO CONFERENCE, BILOXI - PER DIEM	\$192.44
040414	0	218379	18478	RUSHING BRANNON	MEAL PER DIEM = MS CHILD ADVOCACY SEMINAR - JACKSO	\$82.00
68967	0	218566	8561	S & H SMALL ENGINES	REPLACEMENT HEAD FOR WEED EATER	\$56.29
298996	0	219105	294	SAFETY-QUIP	CENTRAL PARK TOILETS	\$182.00
298998	0	219102	294	SAFETY-QUIP	GOLF COURSE	\$103.00
298999	0	219100	294	SAFETY-QUIP	TENNIS CENTER TOILET RENTAL	\$71.00
050114	0	219124	1361	SAM'S CLUB DIRECT	MISC. SUPPLIES	\$3,386.73
186009	0	219114	339	SAYLE OIL CO INC	GAS FOR GOLF	\$1,457.16
041314	0	218821	21610	SCOTT COBY	SCOREKEEPER	\$70.00
041314	0	218724	16242	SHAFFER RICHARD NEAL	SOFTBALL UMPIRE	\$325.00
468029	0	219011	387	SHAPIRO UNIFORMS	KERN, SETH 2014 ALLOT	\$55.95
468030	0	219012	387	SHAPIRO UNIFORMS	OLTREMARI, GREG 2014 ALLOT	\$129.95
467876	0	218365	387	SHAPIRO UNIFORMS	OLTREMARI, GREG 2014 ALLOT	\$349.50
467878	0	218364	387	SHAPIRO UNIFORMS	RIGGS, BOBBY 2014 ALLOT	\$79.90
467909	0	218363	387	SHAPIRO UNIFORMS	SCALLORN, JASON 2014 ALLOTMENT	\$109.85
041314	0	218725	8251	SHAW JEFF	SOFTBALL UMPIRE	\$162.50
81	0	219062	21618	SHINDIGZ	SUPPLIES FOR LUNCHEON	\$211.40
041314	0	218823	21591	SHORT GRANT	SCOREKEEPER	\$90.00
89752	0	218404	611	SIGNS & STUFF	36 RED ON WHITE PRICE PATCHES	\$36.00
89810	0	218979	611	SIGNS & STUFF	COROPLAST BBQ SPACES SIGNS	\$44.00
898	0	218972	611	SIGNS & STUFF	INSTALL GIFT SHOP WINDOW PERF	\$75.00
89801	0	218669	611	SIGNS & STUFF	DOOR REFLECTIVE TAPE FOR HYDRANTS	\$50.00

502496       0         041314       0		219118	10170	SIMPLY HOME	TAREATRY.	
		040770		SIMI ET HOME	TAPESTRY	\$568.00
		218779	9136	SINQUEFIELD MURRAY	TOURNAMENT UMPIRE	\$366.00
042914 0		219163	21621	SIPE SPENCER	BASEBALL UMPIRE	\$135.00
0161231-IN 0		218372	597	SIRCHIE FINGER PRINT	EVIDENCE TAGS	\$46.65
041314 0	)	218824	18963	SKILLERN KERRY	SCOREKEEPER	\$60.00
041314 0		218780	19174	SLAGLE VANCE	TOURNAMENT UMPIRE	\$281.00
041714 0		218536	21605	SLAM BASEBALL	SPORTS REFUND	\$395.00
042914 0		219164	975	SMITH BILLY K	BASEBALL UMPIRE	\$255.00
041314 0	•	218781	975	SMITH BILLY K	TOURNAMENT UMPIRE	\$744.00
042914 0		219165	21612	SMITH BRIAN	BASEBALL UMPIRE	\$76.00
93 0		218455	17200	SMITH JOYCE W	YOGA	\$25.00
94 0		218977	17200	SMITH JOYCE W	YOGA INSTRUCTOR	\$25.00
042114 0		218664	12746	SMITH KEVIN	REIMBURSEMENT FOR NREMT AND STATE MEDIC LICENSE	\$55.00
042214 0		218299	1161	SOUTHAVEN CHAMBER OF	MONTHLY CONTRIBUTION - MAY 2014	\$6,250.00
81680 0	)	218892	396	SOUTHAVEN RV CENTER	MOTOR TRAILER	\$28.18
111169 0		218381	1102	SOUTHAVEN SUPPLY	2271-KEYS	\$9.46
113290 0	)	218702	1102	SOUTHAVEN SUPPLY	CHAINS, NUTS AND BOLTS, ETC.	\$805.08
113683 0		218953	1102	SOUTHAVEN SUPPLY	CLEANING SUPPLIES, MATERIALS	\$18.75
112770 0		218893	1102	SOUTHAVEN SUPPLY	HITCH PIN - MOTOR TRAILER	\$18.35
114016 0		218950	1102	SOUTHAVEN SUPPLY	MATERIALS	\$6.99
114017 0	•	218948	1102	SOUTHAVEN SUPPLY	MATERIALS	\$13.98
112493 0		218548	1102	SOUTHAVEN SUPPLY	MATERIALS	\$228.52

113328 0 2702 0 040114 0		218894 218956	1102	SOUTHAVEN SUPPLY	NUITO A DOLTO	
		218056		OOOTH WENT OOTH ET	NUTS & BOLTS	\$21.04
040114 0		210930	1102	SOUTHAVEN SUPPLY	TUBING, TAPE, AND FLAT BAR	\$724.76
		218582	14403	SOUTHEASTERN SECURIT	SOUTHAVEN HUMAN RESOURCES	\$314.50
7511689-00 0		218335	687	SOUTHERN PIPE & SUPP	PVC FOR COMMAND TRAILER	\$138.26
7520160 0		218559	687	SOUTHERN PIPE & SUPP	QT SOIL PIPE, GASKET LUBRICANT	\$4.26
7530610 0		218690	687	SOUTHERN PIPE & SUPP	TUBING CUTTER	\$53.00
032814 116	16829	218114	18521	SOUTHERN TELECOMMUNI	PHONE SERVICE, ALARMS, DISPATCHERS, FAXES	\$1,290.02
76310 0		218380	11610	SOUTHERN THUNDER	3055-SPRING STAND	\$7.54
67890 0		218916	11610	SOUTHERN THUNDER	BRAKE PAD & PIN KIT - HD 0973	\$207.80
70838 0		218917	11610	SOUTHERN THUNDER	HD 0973-BATTERY	\$281.37
73493 0		218919	11610	SOUTHERN THUNDER	HD 0973-FUSE	\$53.25
77886 0		219010	11610	SOUTHERN THUNDER	HD#0973 - 5000 MILE SVC BRAKE BLEED & FLUSH	\$763.79
74011 0		218915	11610	SOUTHERN THUNDER	HD-TIE DOWN BRACKETS	\$257.22
70839 0		218918	11610	SOUTHERN THUNDER	VIN 8080-10,000 MILE SVC	\$412.83
042914 0		219184	21628	SPRAYBERRY ROBERT	SOFTBALL UMPIRE	\$180.00
041314 0		218726	19950	SPRAYBERRY ROBERT A	SOFTBALL UMPIRE	\$227.50
3227072875 0		218317	19739	STAPLES ADVANTAGE	A. MULLEN TABLET AND CASE	\$708.98
3227072877 0		218308	19739	STAPLES ADVANTAGE	BADGE HOLDER	\$17.19
3227072878 0		218311	19739	STAPLES ADVANTAGE	CLASP ENVELOPES	\$12.29
3227072873 0		218310	19739	STAPLES ADVANTAGE	HP INK CARTRIDGES, COPY PAPER, TAPE	\$248.42
3227072865 0		218309	19739	STAPLES ADVANTAGE	NAME BADGES AND INK CARTRIDGES	\$267.42
3227072876 0		218312	19739	STAPLES ADVANTAGE	PENS	\$84.36

Invoice #	Check#	Voucher #	Vendor#	Vendor Name	Invoice Description	Invoice Amnt
3227072874	0	218340	19739	STAPLES ADVANTAGE	TABS FOR 201 INK FOR 200	\$244.63
041314	0	218825	19797	STARKEY BETHANY	SCOREKEEPER	\$80.00
26168	43285	218175	4304	STATE TAX COMMISSION	MARCH 2014 SALES TAX PAID.	\$3,803.32
94589	0	218970	2951	STATELINE TURF & TRA	FILTER ELEMENT, OIL FILTER, ELEMENT	\$30.47
042914	0	219166	21407	STEVENS CLAY	BASEBALL UMPIRE	\$135.00
041314	0	218791	21606	STEVENS MICHAEL	TOURNAMENT UMPIRE	\$80.00
041314	0	218782	21406	STEVENS STEVE	TOURNAMENT UMPIRE	\$139.00
042214	116857	218326	2354	STEWART, STEVE	REIMBURSEMENT FOR BUY MONEY	\$3,534.00
041314	0	218783	8272	STOCKTON RANDY	TOURNAMENT UMPIRE	\$463.00
1525291	0	218278	16514	SUN TRUST BANK	CONTRACT 4434007676 - MAY 2014 PAYMENT	\$9,108.04
84311	0	218997	701	SUNBELT FIRE APPARAT	RAM MONITOR	\$2,250.00
104489	0	218995	701	SUNBELT FIRE APPARAT	T-1 DRIVERS SIDE DOOR	\$341.07
041314	0	218727	17542	SWARTZ CHARLES DAVID	SOFTBALL UMPIRE	\$390.00
041314	0	218826	17668	SWINDLE ALYSON	SCOREKEEPER	\$100.00
041314	0	218827	17824	SWINDLE JACOB	SCOREKEEPER	\$84.00
042914	0	219167	3025	SWINDLE JAMES T	BASEBALL UMPIRE	\$85.00
041314	0	218784	3025	SWINDLE JAMES T	TOURNAMENT UMPIRE	\$550.00
041314	0	218785	1039	SWORDS NEAL	TOURNAMENT UMPIRE	\$302.00
042914	0	219168	19956	TANNER JUSTIN	BASEBALL UMPIRE	\$75.00
041314	0	218786	19956	TANNER JUSTIN	TOURNAMENT UMPIRE	\$109.00
041314	0	218828	18920	TAPPER HAYDEN	SCOREKEEPER	\$48.00
041314	0	218829	21401	TAYLOR DONNA L	SCOREKEEPER	\$60.00

Invoice #	Check#	Voucher #	Vendor #	Vendor Name	Invoice Description	Invoice Amnt
041314	0	218830	19367	TAYLOR MICHAEL	SCOREKEEPER	\$50.00
0401016468	0	218353	8347	TELECHECK	CHECK SERVICES - MARCH 2014	\$986.69
129966	0	219077	4389	TEMPLE	TRAFFIC SIGNAL MATERIALS FOR R	\$3,484.00
430971	0	218704	5329	TENCARVA MACHINERY C	CHLORINE TABLETS FOR WASTE WATER PLANT	\$368.60
432039	0	218988	5329	TENCARVA MACHINERY C	LEVEL CONTROLLER	\$575.00
431385	0	218699	5329	TENCARVA MACHINERY C	PRESSURE TRANSDUCER	\$575.00
430415	0	218560	5329	TENCARVA MACHINERY C	REPAIRS TO HIDDEN VIEW LS	\$215.00
041314	0	218728	17626	TERRY JULIE	SOFTBALL UMPIRE	\$260.00
322335	0	218336	20843	TESS COMPANY	OXYGEN	\$29.15
321768	0	218585	20843	TESS COMPANY	OXYGEN	\$44.00
323188	0	218668	20843	TESS COMPANY	OXYGEN	\$44.75
322070	0	218586	20843	TESS COMPANY	RENTAL ON OXYGEN	\$60.00
W0310060908	0	218502	715	THOMPSON MACHINERY	PM INSPECTION	\$1,700.00
W0310060912	0	218503	715	THOMPSON MACHINERY	PREV. MAINT.	\$400.00
W0310060916	0	218507	715	THOMPSON MACHINERY	PREV. MAINT.	\$610.00
W0310060915	0	218506	715	THOMPSON MACHINERY	PREV. MAINT.	\$650.00
W0310060917	0	218508	715	THOMPSON MACHINERY	PREV. MAINT.	\$650.00
W0310060911	0	218499	715	THOMPSON MACHINERY	PREV. MAINT.	\$675.00
W0310060914	0	218505	715	THOMPSON MACHINERY	PREV. MAINT.	\$675.00
W0310060918	0	218509	715	THOMPSON MACHINERY	PREV. MAINT.	\$675.00
W0310060920	0	218511	715	THOMPSON MACHINERY	PREV. MAINT.	\$715.00
W0310030913	0	218504	715	THOMPSON MACHINERY	PREV. MAINT.	\$750.00

Invoice #	Check#	Voucher #	Vendor#	<u>Vendor Name</u>	Invoice Description	Invoice Amnt
W0310060909	0	218500	715	THOMPSON MACHINERY	PREV. MAINT.	\$1,315.00
W0310060919	0	218510	715	THOMPSON MACHINERY	PREV. MAINT.	\$1,700.00
W0310060910	0	218501	715	THOMPSON MACHINERY	PREV. MAINT.	\$1,785.00
829292557	0	218903	12388	THOMSON WEST	CLEAR WEB ANALYTICS	\$274.95
042914	0	219169	21620	TILLERY BRANDON	BASEBALL UMPIRE	\$135.00
573212	0	219130	7819	TOPMOST CHEMICAL	MISC. SUPPLIES	\$671.20
041314	0	218787	16306	TOUNGETT THOMAS II	TOURNAMENT UMPIRE	\$385.00
042914	0	219170	18764	TREADWAY HAROLD	BASEBALL UMPIRE	\$225.00
62254	0	218698	2948	TRENCH SAFETY	COMPETENT PERSON TRAINING	\$625.00
3597QB	0	218971	9591	TRI FIRMA	DIRT WORK TO SNOWDEN SHOP	\$1,988.00
3586QB	0	218297	9591	TRI FIRMA	DUG OUT DITCH UNDER ROAD SO IT WOULD DRAIN	\$967.83
3584QB	0	218673	9591	TRI FIRMA	GB SOFTBALL - CLEAR AND REMOVE TREES	\$1,734.64
3581QB	0	218583	9591	TRI FIRMA	GENERAL LABOR	\$58.03
3591QB	0	218703	9591	TRI FIRMA	GRIFFITH & SONS	\$259.06
3585QB	0	218674	9591	TRI FIRMA	HAUL OFF DEBRIS AND TAMP & GRADE AT SPRINGFEST	\$461.64
3578QB	0	218578	9591	TRI FIRMA	LOT 13 CASTLE RIDGE SEWER REPAIR	\$1,548.12
APP2	0	218883	9591	TRI FIRMA	STATELINE/INDUSTRIAL DRAINAGE IMPROVEMENTS	\$36,392.79
3589QB	0	218860	9591	TRI FIRMA	STREET & DITCH	\$133.67
3580QB	0	218600	9591	TRI FIRMA	STREET & DITCH	\$396.87
3588QB	0	218863	9591	TRI FIRMA	STREET & DITCH	\$971.98
3587QB	0	218862	9591	TRI FIRMA	STREET & DITCH	\$976.12
3596QB	0	218861	9591	TRI FIRMA	STREET & DITCH	\$2,476.58

Invoice #	Check#	Voucher #	Vendor #	Vendor Name	Invoice Description	Invoice Amnt
TC3657	0	218617	469	TRI-STAR COMPANIES,	HVAC SERVICES	\$170.00
TC3659	0	218616	469	TRI-STAR COMPANIES,	HVAC SERVICES	\$174.43
TC3673	0	218618	469	TRI-STAR COMPANIES,	HVAC SERVICES	\$529.87
TC3652	0	218619	469	TRI-STAR COMPANIES,	HVAC SERVICES	\$545.00
TC3225	0	218615	469	TRI-STAR COMPANIES,	HVAC SERVICES	\$2,054.00
336787	0	218525	624	TRI-STATE AUTO PAINT	RUBBER ERASER WHEEL	\$125.00
59506	0	218875	1213	TRI-STATE TROPHY	SPRINGFEST	\$1,300.00
59507	0	218876	1213	TRI-STATE TROPHY	SPRINGFEST	\$1,675.00
040814	0	218304	2242	TRUSTMARK NATIONAL B	BANK FEES	\$2,291.63
041314	0	218729	2857	TURNER DALE	SOFTBALL UMPIRE	\$97.50
042914	0	219180	2857	TURNER DALE	SOFTBALL UMPIRE	\$300.00
041314	0	218831	19807	TURNER HAYDEN	SCOREKEEPER	\$48.00
041314	0	218832	21416	TWEEDY ERIN	SCOREKEEPER	\$110.00
041314	0	218833	18123	TWEEDY PEYTON	SCOREKEEPER	\$100.00
1404	0	218981	20951	TWO GIRLS AND A BROO	OFFICE CLEANING AT PEPPERCHASE - APR 14	\$585.00
117590	0	219004	1114	UNION AUTO PARTS	2270-ROD	\$40.64
111845	0	218369	1114	UNION AUTO PARTS	2271-BRAKE PADS	\$40.09
117571	0	218921	1114	UNION AUTO PARTS	2275-ROD	\$40.64
109661-00	0	218358	1114	UNION AUTO PARTS	3070-DISC SET, ROTOR	\$188.61
109704-00	0	218359	1114	UNION AUTO PARTS	3070-OIL FILTER	\$2.35
113955-00	0	218367	1114	UNION AUTO PARTS	3080-ELEMENT ASSY - AIR CLEANER	\$9.10
121463	0	218907	1114	UNION AUTO PARTS	3092-PADS & ROTORS	\$192.76

Invoice #	Check#	Voucher #	Vendor#	Vendor Name	Invoice Description	Invoice Amnt
116531-00	0	218526	1114	UNION AUTO PARTS	3098-PADS AND ROTORS	\$155.58
114908-00	0	218368	1114	UNION AUTO PARTS	3109-PADS	\$81.52
115949-00	0	218515	1114	UNION AUTO PARTS	3111-PADS & ROTORS	\$192.76
110806-00	0	218357	1114	UNION AUTO PARTS	BULBS	\$25.00
122140	0	218909	1114	UNION AUTO PARTS	BULBS - INVENTORY	\$102.24
108596-00	0	218361	1114	UNION AUTO PARTS	CHISEL HAMMER	\$7.14
118676	0	219006	1114	UNION AUTO PARTS	F150 NARC-EXHAUST MANIFOLD	\$32.05
126322	0	219084	1114	UNION AUTO PARTS	MAT FOR SHOP	\$169.20
121464	0	218625	1114	UNION AUTO PARTS	MATERIALS FOR SHOP	\$19.10
120434	0	218644	1114	UNION AUTO PARTS	MATERIALS FOR SHOP	\$37.99
117957	0	218645	1114	UNION AUTO PARTS	MATERIALS FOR SHOP	\$68.08
124488	0	218871	1114	UNION AUTO PARTS	MATERIALS FOR SHOP	\$168.81
116300-00	0	218527	1114	UNION AUTO PARTS	OIL/FILTERS	\$312.72
109366-00	0	218360	1114	UNION AUTO PARTS	WASHER FLUID & ANTIFREEZE	\$68.46
71792-1	0	219067	16517	UPCHURCH SERVICES, L	HVAC SERVICES	\$118.80
71610	0	218654	16517	UPCHURCH SERVICES, L	HVAC SERVICES	\$192.50
71792	0	219066	16517	UPCHURCH SERVICES, L	HVAC SERVICES	\$262.50
71621-1	0	218653	16517	UPCHURCH SERVICES, L	HVAC SERVICES	\$269.65
71610-1	0	218655	16517	UPCHURCH SERVICES, L	HVAC SERVICES	\$490.61
71621	0	218652	16517	UPCHURCH SERVICES, L	HVAC SERVICES	\$805.00
71243-1	0	218598	16517	UPCHURCH SERVICES, L	HVAC SERVICES AT BSSC	\$323.78
71243	0	218597	16517	UPCHURCH SERVICES, L	HVAC SERVICES AT BSSC	\$805.00

City of Southaven Claims Docket Warrant #: C-050614 & W-050614

Invoice #	Check#	Voucher #	Vendor #	Vendor Name	Invoice Description	Invoice Amnt
14005-A1	0	218303	5831	URBAN ARCH ASSOC	ARCHITECTURAL SERVICES RENDERED	\$3,000.00
14009-A1	0	218302	5831	URBAN ARCH ASSOC	ARCHITECTURAL SERVICES RENDERED	\$6,270.00
14009-A1	U	210302	3031	URBAN ARCH ASSUC	ARCHITECTURAL SERVICES RENDERED	φ0,270.00
309197	0	218558	551	USA BLUEBOOK	LEAD FREE BRONZE FOT VALVE	\$178.66
9723248951	0	218319	1095	VERIZON WIRELESS	SPD AIR CARDS	\$2,923.37
9722888721	116858	218481	1095	VERIZON WIRELESS	CELL PHONES	\$2,786.79
30568832	0	219059	2869	VULCAN CONSTRUCTION	LIMESTONE	\$408.98
30587998	0	218857	2869	VULCAN CONSTRUCTION	MATERIALS	\$193.35
041314	0	218730	4620	WALKER LARRY	SOFTBALL UMPIRE	\$65.00
041314	0	218834	20076	WAMMACK TUCKER	SCOREKEEPER	\$48.00
041314	0	218731	11758	WARTENBURG TRACY	SOFTBALL UMPIRE	\$130.00
042914	0	219181	11758	WARTENBURG TRACY	SOFTBALL UMPIRE	\$197.50
0000006126	0	218599	19230	WASTE PRO	RUBBISH COLLECTION PER CONTRACT	\$69,750.00
041314	0	218788	8692	WELCH HENRY	TOURNAMENT UMPIRE	\$412.00
829397584	0	218276	4230	WEST GROUP PAYMENT	MS CRIMINAL LAW AND PROCEDURE	\$142.00
36098	0	218691	11134	WHITFIELD	DEERCHASE LS REPAIRED SCADA PANEL	\$291.80
36188	0	218869	11134	WHITFIELD	ELECTRIC SERVICE	\$656.75
36099	0	218636	11134	WHITFIELD	ELECTRIC SERVICES OLD FIRE STA. #1	\$455.00
36187	0	218958	11134	WHITFIELD	LOCATED LINES AT SOFTBALL FIELD	\$190.00
36079	0	218461	11134	WHITFIELD	REPAIR BREAKER, INSTALLED BREAKER IN QUAD	\$95.00
36220	0	219101	11134	WHITFIELD	REPAIR LIGHTING AT SNOWDEN HOUSE	\$2,206.83
36191	0	218568	11134	WHITFIELD	REPAIRS TO JUNCTION BOX AT COLLEGE RD PLANT	\$190.00
36088	0	218456	11134	WHITFIELD	REPLACED BAD LIGHTING IN BALLFIELD AT CV	\$454.90

Invoice #	Check#	Voucher #	Vendor #	Vendor Name	Invoice Description	Invoice Amnt
36082	0	218460	11134	WHITFIELD	SECURE3D UNDERGROUND BOX AT CENTRAL PARK	\$95.00
042414	116859	218483	21603	WILKINS CLIFFORD	PAY FOR GARNISHMENT	\$271.29
041314	0	218789	14514	WILLIAMS BERNARD	TOURNAMENT UMPIRE	\$139.00
041314	0	218732	21399	WILLIAMS JORDAN K	SOFTBALL UMPIRE	\$162.50
042214	0	218298	21233	WILLIAMS ROGER LECAV	CASH BOND REFUND - RE-ISSUE CK. DUE TO WRONG ADDRE	\$136.00
041314	0	218733	11978	WILLIAMS, KELLY	SOFTBALL UMPIRE	\$260.00
041314B	0	219125	21611	WILLINGHAM JENNA	SCOREKEEPER	\$20.00
041314	0	218835	21611	WILLINGHAM JENNA	SCOREKEEPER	\$70.00
043014	0	219131	2396	WILSON CHRIS	REIMBURSEMENT FOR FY2013 CAFR	\$290.00
91	0	218676	15915	WISEMAN CYNTHIA	AEROBICS CLASS	\$180.00
92	0	219098	15915	WISEMAN CYNTHIA	AEROBICS CLASS	\$225.00
041314	0	218836	17981	WOODS EMILY GRACE	SCOREKEEPER	\$20.00
39266	0	218662	349	WORLD CLASS ATHLETIC	FIELD PAINT	\$1,916.00
041314	0	218790	11652	WRENN DALE	TOURNAMENT UMPIRE	\$139.00
041314	0	218837	18614	WRIGHT MARCUS	SCOREKEEPER	\$66.00

Total Invoices Paid on this Docket: \$1,577,128.54

## City of Southaven Docket of Claims



## Warrant #: S-050614 & S-050614

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Invoice #	Check#	Voucher #	Vendor #	Vendor Name	Invoice Description	Invoice Amnt
SI6228	0	219049	223	CROW'S TRUCK SERVICE	3025-INJECTOR, HARNESS, VALVE COVERS	\$1,793.21
P38181	0	219186	223	CROW'S TRUCK SERVICE	A/C SCHOOL - TRAINING FOR SHOP	\$190.00
042414	0	219050	223	CROW'S TRUCK SERVICE	CREDIT	\$-53.96
042414B	0	219051	223	CROW'S TRUCK SERVICE	CREDIT	\$-17.26
S6427	0	219042	223	CROW'S TRUCK SERVICE	ENGINE 9 REPAIRS	\$3,178.55
P36674	0	219046	223	CROW'S TRUCK SERVICE	MATERIALS FOR SHOP	\$4.00
P36660	0	219045	223	CROW'S TRUCK SERVICE	MATERIALS FOR SHOP	\$77.04
P37579	0	219048	223	CROW'S TRUCK SERVICE	MATERIALS FOR SHOP	\$178.74
S6431	0	219044	223	CROW'S TRUCK SERVICE	T-1 BRAKES	\$897.31
S6551	0	219047	223	CROW'S TRUCK SERVICE	T-E CHECK ENGINE LIGHT	\$145.60
S6553	0	219043	223	CROW'S TRUCK SERVICE	TRUCK 2 REPAIRS	\$2,693.87

Total Invoices Paid on this Docket: \$9,087.10

## 19. Executive Session

-Potential Litigation / Contractual Claim